

No. 65117-0-I

IN THE COURT OF APPEALS
OF THE STATE OF WASHINGTON
DIVISION ONE

In re the Marriage of

BRIAN W. BURNS
Appellant

and

JAEL BURNS
Respondent

2011 JUN 18 PM 10:52



ON REVIEW FROM THE SUPERIOR COURT OF THE
STATE OF WASHINGTON FOR KING COUNTY

BRIEF OF RESPONDENT

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I. INTRODUCTION

The issues in this case are fewer and simpler than Appellant declares. Because this is an appeal from an order confirming an arbitration award, review in this Court is more limited than in appeals generally. And review in the trial court was not de novo, but limited to narrow, statutory grounds. Simply, a party seeking to vacate an arbitration award must demonstrate error on the face of the award, which Brian here failed utterly to do. He complains vaguely of procedural defects, but fails to substantiate them. Altogether, Brian makes not a single meritorious argument for altering the arbitrator's decision to divide equally the assets of the parties at the end of their marriage.

II. RESTATEMENT OF ISSUES

1. On appeal of an order entered pursuant to arbitration, does this Court review claimed issues under the same standard as the trial court, which reviews only for error on the face of the award?

2. In the proceeding before the superior court, did the husband raise any grounds under RCW 7.04A.230 for overturning the arbitration award?

3. Is this appeal frivolous and, moreover, further evidence of intransigence, justifying an award of attorney fees to Jael?

III. RESTATEMENT OF THE CASE

A. THE PARTIES AGREED TO BINDING ARBITRATION TO DISSOLVE THEIR MARRIAGE AFTER LENGTHY PRETRIAL PROCEEDINGS AND FAILED MEDIATION.

Jael Burns petitioned for dissolution of her marriage to Brian Burns almost three years ago. CP 1. Jael described a needlessly contentious litigation history. CP 247-249, 456-457, 459-460. Eventually, after three failed mediations, the parties submitted themselves to “final and binding” arbitration before the Hon. (Ret.) Steven Scott. CP 12, 15, 247-248, 407, 454-455.¹ Brian chose Judge Scott to be the arbitrator. CP 456. Apparently, in light of this history, the arbitrator observed that “this case needs finality.” CP 182, 460. However, Brian did not take “final” for an answer. See, e.g., CP 260. Indeed, his post-arbitration motions cost Jael nearly \$10,000. CP 466.

¹ The docket also indicates a great deal of motions practice during the 17 months from commencement of the proceeding to arbitration. See Appendix.

B. THE ARBITRATOR REVIEWED MULTIPLE EXHIBITS, HEARD TESTIMONY, AND ALLOWED SUBMISSION OF SUPPLEMENTAL MATERIALS.

The parties appeared for a hearing before the arbitrator on August 28, 2009. CP 17. The arbitrator took testimony, accepted exhibits from both parties, and heard argument of counsel. *Id.*, see, also CP 105 (“in excess of 273 exhibits,” per Brian); CP 458 (five notebooks, per Jael). Jael testified for several hours. CP 458. Brian claims he testified for three hours. *Br. Respondent*, at 24. In addition to the parties, the following financial experts or service providers testified: Steven Kessler, Steven Shimuzu, and Sharon Ault. CP 20, 458. The court even accepted additional argument from Brian’s counsel, though it exceeded the intended one-day arbitration timeframe. CP 174 (additional hour); 456, 458.

The arbitrator also allowed for the parties to submit materials after arbitration. CP 248. Though Brian was two weeks past the arbitrator’s deadline for supplemental materials, and submitted a substantial amount of material, the arbitrator agreed to consider these materials, over Jael’s objection. CP 178 (notation from Jael’s counsel that no materials had been submitted by Brian as of 9/14); 180-182 (Jael’s objection and Brian’s description of submission); 186; 193; 248. The arbitrator allowed Jael to respond to the

supplemental materials, and she described them as “a two inch stack containing many duplicative materials to what both he and I already submitted in the arbitration.” CP 248. After accepting Brian’s submission and Jael’s response, the arbitrator declared an end to the production of evidence and declined to review a second supplemental submission by Brian. CP 186, 193; see, also CP 243-247 (Jael’s response to the supplemental materials).²

Brian misstates the record when he claims that the court had set a deadline of September 25 for supplemental materials. See, e.g., CP 136; Br. Respondent, at 16. The court allowed Jael until September 25 to respond to Brian’s late and large submission. Nevertheless, Brian suggests some unfairness in the arbitrator considering Jael’s submission on September 25, but rejecting Brian’s. Br. Respondent, at 9. In fact, as described above, the court allowed Brian a supplemental submission, though it was late; the submission did not include the deposition, apparently, though it was available; and the court precluded any additional submission

²Brian claims repeatedly that the court refused to consider Jael’s deposition. See, e.g., Br. Appellant, at 15-16. He does not provide helpful record support for that claim. Perhaps Jael’s deposition was included in the rejected second supplementation. CP 136. Brian’s rejected submission otherwise concerned a house sale and the parties’ dog. CP 238-239.

except for Jael's response to Brian's supplemental submission. CP 186, 193.

C. THE ARBITRATOR ENTERED A DECISION AND THE SUPERIOR COURT CONFIRMED THE AWARD.

Judge Scott entered an award on September 29, 2009, after spending an additional eight hours reviewing materials, and he corrected a clerical error on October 10, 2009. CP 8-9, 10, 39-40, 174. On October 19, Brian moved the arbitrator to "clarify, amend and modify" the award. CP 43. On October 21, Jael moved in superior court to confirm the award, as corrected. CP 10.

Prior to a hearing on Jael's motion, and after consideration and further inquiry into the matter (CP 196), the arbitrator entered an order granting in part and denying in part Brian's motion, and ordered that certain changes to the arbitrator's award be included in final orders in the superior court. CP 49-50. Basically, the arbitrator added an asset (Broadway Development) to the original award and awarded it and Complete Automotive to Brian; both assets were valued at zero. CP 49-50. The bottom line remained unchanged. Compare CP 37 with CP 66.

The superior court made these changes and confirmed the award, without prejudice to Brian's right to seek to vacate the award, since Brian had objected to confirmation. CP 71-72.

D. BRIAN MOVED TO VACATE THE ARBITRATION AWARD AND THE COURT DENIED THE MOTION.

Brian filed an amended motion to vacate the arbitration decision. CP 103-107. He claimed, among other things, fraud and undue influence, arbitrator misconduct, bias, etc. CP 104. He complained that the arbitrator unreasonably limited the evidence. CP 104-105. He complained that the arbitrator used a spreadsheet to describe the distribution of property, which “is ineffective as an instrument of conveyance.” CP 105. He complained that some valuations were not supported by the evidence or by the findings; he complained of bias on the arbitrator’s part, based on aspects of the distribution of property; he claimed Jael had committed perjury; he complained that one asset was improperly described and valued; he complained that the court chose different valuation dates for different assets; and he complained that parties were “charged” for assets characterized as community property as if the asset was separate property. CP 105-107. He subsequently filed a second amended motion to vacate. CP 114-122. Jael responded. CP 388-455, 456-461. The court, finding Brian “failed to establish any statutory grounds to vacate the arbitration decision under RCW 7.04A.230,” denied the motion. CP 526-627. Brian appealed. CP 528-531.

IV. ARGUMENT IN RESPONSE

A. THE STANDARD OF REVIEW.

Washington's arbitration act "confers substantial finality on decisions of arbitrators." *Davidson v. Hensen*, 135 Wn.2d 112, 114, 954 P.2d 1327 (1998). This principle of finality fulfills the strong public policy favoring arbitration. *Id.*, at 118. Accordingly, judicial review of arbitration awards is extremely limited. In fact, "[t]he shorthand description for this policy of finality is that judicial review of an arbitration award is limited to the face of the award." *Id.*, at 119.

1) Statute governs the bases for vacating arbitration awards.

"Private arbitration in Washington State is governed exclusively by statute." *Broom v. Morgan Stanley DW Inc.*, 169 Wn.2d 231, 236, 236 P.3d 182 (2010). The statute allows a trial court to vacate an arbitration award only in the following limited circumstances.

- (a) The award was procured by corruption, fraud, or other undue means;
- (b) There was:
 - (i) Evident partiality by an arbitrator appointed as a neutral;
 - (ii) Corruption by an arbitrator; or

(iii) Misconduct by an arbitrator prejudicing the rights of a party to the arbitration proceeding;

(c) An arbitrator refused to postpone the hearing upon showing of sufficient cause for postponement, refused to consider evidence material to the controversy, or otherwise conducted the hearing contrary to RCW 7.04A.150, so as to prejudice substantially the rights of a party to the arbitration proceeding;

(d) An arbitrator exceeded the arbitrator's powers;

(e) There was no agreement to arbitrate, unless the person participated in the arbitration proceeding without raising the objection under RCW 7.04A.150(3) not later than the commencement of the arbitration hearing; or

(f) The arbitration was conducted without proper notice of the initiation of an arbitration as required in RCW 7.04A.090 so as to prejudice substantially the rights of a party to the arbitration proceeding.

RCW 7.04A.230(1).

Brian makes a wholesale challenge to the arbitration award, which Jael will address seriatim in § B, which follows. Boiled down, his complaint seems to be that he did not get a full and fair hearing, but nothing on the face of the award, or in the record otherwise, substantiates this complaint.

2) This Court's review of Brian's challenge is as confined in scope as the trial court's review.

Like the trial court, this Court will confine its review "to the face of the award." *Kenneth W. Brooks Trust v. Pacific Media LLC*, 111 Wn. App. 393, 397, 44 P.3d 938 (2002). This means this Court

will not review the merits of the arbitration award. *Davidson v. Hensen*, 135 Wn.2d 112, 119, 954 P.2d 1327 (1998). Indeed, “an appellate court is proscribed from the traditional full review.” *Barnett v. Hicks*, 119 Wn.2d 151, 157, 829 P.2d 1087 (1992). Put another way, an arbitration award shall not be vacated if the appellant’s argument cannot be decided without delving into the substantive merits of the claims. *ML Park Place Corp. v. Hedreen*, 71 Wn. App. 727, 742, 862 P.2d 602 (1993), *review denied*, 124 Wn.2d 1005, 877 P.2d 1288 (1994). The essential flaw in Brian’s appeal is that he is asking this Court to do precisely what it cannot. Moreover, in this effort, he repeatedly makes factual assertions unsupported by the record and repeatedly misstates the applicable law. *Cowiche Canyon Conservancy v. Bosley*, 118 Wn.2d 801, 809, 828 P.2d 549 (1992); RAP 10.3. He not only mistakes the court’s role in reviewing an arbitration award, he fails to make his case under the arbitration statute, which is the only authority for the relief he seeks, that there were grounds for the trial court to vacate the award.

B. THE TRIAL COURT PROPERLY DENIED BRIAN'S MOTION TO VACATE FOR FAILURE TO ESTABLISH A STATUTORY BASIS.

Here, the arbitrator was a seasoned and respected former judge who reviewed substantial documentary evidence, heard from five witnesses, received and reviewed post-hearing submissions, made several requested corrections, and otherwise distributed the parties' assets 50/50. Brian failed below, and fails here, to raise any grounds for overturning this award.

Nevertheless, in his Second Amended Motion to Vacate, Brian claimed the following grounds as bases to vacate the arbitration award:

- evident partiality on the part of the arbitrator;
- misconduct by the arbitrator;
- arbitrator refused to consider "evidence properly submitted";
- arbitrator failed to fulfill his fundamental duties;
- arbitrator's findings of fact are not supported by the evidence;
- arbitrator's conclusions of law are inconsistent with applicable law;
- arbitrator exceeded his power "as demonstrated by error of law."

CP 115. As will be discussed below, the trial court correctly held, with respect to each of these asserted grounds, that Brian failed to establish a basis for relief as required by statute.

1) Brian Failed to Demonstrate Evident Partiality or Misconduct by the Arbitrator.

Brian's claims to evident partiality and misconduct of the arbitrator are frivolous. There is nothing on the face of the award, or in the rest of the record, for that matter, to show the arbitrator was anything but completely impartial and proper. The award split the assets of the parties 50/50. The arbitrator reviewed mounds of evidence. The arbitrator allowed Brian's supplemental submissions, even though they were two weeks late. There is simply a complete failure of proof in respect of Brian's claims about the arbitrator. He fails even to show an "appearance of bias," let alone "evident partiality." See *Schreifels v. Safeco Ins. Co.*, 45 Wn. App. 442, 725 P.2d 1022 (1986) (lack of evidence to support claim arbitrator had failed to disclose prior representation of party).

"Without evidence of actual or potential bias, an appearance of fairness claim cannot succeed and is without merit." *State v. Post*, 118 Wn.2d 596, 619, 826 P.2d 172, 837 P.2d 599 (1992).

2) Brian fails to show the arbitrator refused material evidence.

The statute allows an arbitration award to be vacated where “An arbitrator ... refused to consider evidence material to the controversy, or otherwise conducted the hearing contrary to RCW 7.04A.150, so as to prejudice substantially the rights of a party to the arbitration proceeding.” RCW 7.04A.230(1)(c). This does not mean that the arbitrator has no control over the process. Quite the contrary. The statute confers expansive power on the arbitrator to regulate the proceedings, including with respect to the evidence.

The arbitrator may conduct the arbitration in such manner as the arbitrator considers appropriate so as to aid in the fair and expeditious disposition of the proceeding. The authority conferred upon the arbitrator includes the power to hold conferences with the parties to the arbitration proceeding before the hearing and to determine the admissibility, relevance, materiality, and weight of any evidence.

RCW 7.04A.150(1); *see, also, Davidson*, 135 Wn.2d at 122 (“The authority conferred upon the arbitrator by the American Arbitration Association Construction Industry Arbitration Rules is expansive.”).

Moreover, Brian completely failed to prove facts supporting this claim, i.e., that the court refused material evidence so as to substantially prejudice him. Certainly, nothing on the face of the award suggests there was anything here other than a full and fair

hearing. *Thorgaard Plumbing & Heating Co. v. King County*, 71 Wn.2d 126, 134, 426 P.2d 828 (1967). Nor does Brian allege facts establishing a refusal by the arbitrator to consider material evidence. Brian claims the arbitrator imposed a time limit on testimony, because of vacation plans, but, there is no transcript of the arbitration, so his assertion cannot be established. In any case, by imposing a time limit, the arbitrator is not refusing to hear *material* evidence, and, indeed, Brian does not specifically identify any evidence the arbitrator refused to hear.

Brian does claim the arbitrator refused to read Jael's deposition, but it appears the deposition was not submitted to the arbitrator in a timely fashion. Moreover, Jael testified at the arbitration hearing, so it is not clear how the lack of her deposition, taken after the hearing, prejudices Brian, nor does he point to specific material evidence in either the hearing or the deposition that would satisfy that definition. That is, he never bothers to establish the materiality of the deposition. It will not suffice to make mere assertions that the deposition "was central to this case and covered key issues not addressed in the arbitration itself ..." Br. Appellant, at 25. There is no transcript of the arbitration to support this assertion. Moreover, it seems that if the deposition was so

important, Brian would have made certain to submit it to the arbitrator in a timely fashion. Brian repeats this failure of proof with respect to his final submission, the one the arbitrator refused because it was doubly untimely, which had to do with a house sale and the parties' dog. Indeed, even the prior submission, accepted by the arbitrator, though late, was merely duplicative of other materials. There is no materiality shown here. CP 248.

Nor does Brian make any showing of substantial prejudice. His vague claim to lack of process is belied by the fact that a hearing was held, five witnesses testified, including the parties, hundreds of exhibits were admitted, and the arbitrator allowed supplemental submissions. Brian cannot complain if the arbitrator finally declares a conclusion to the process, since the arbitrator's decisions about how to conduct the proceeding are required "to aid in the fair and expeditious disposition of the proceeding." RCW 7.04A.150(1). The trial court was correct to deny Brian relief on the basis of an unsubstantiated claim that the arbitrator refused material evidence where, furthermore, there was no prejudice.

- 3) Brian fails to show the arbitrator failed to fulfill his fundamental duties and, moreover, this Court does not review the arbitrator's findings for substantial evidence.

Brian claims the arbitrator's findings are not supported by substantial evidence or that they are somehow defective. See, e.g., Br. Appellant, at 30 *et seq.* It is actually somewhat difficult to ascertain the precise nature of Brian's complaint. What seems certain is that his complaint, whatever it is, necessarily would require this Court to look behind the face of the award to the merits of the case. Again, he seems to mistake the reviewing court's role in this proceeding, i.e., he seems to think the trial court and this Court will review the arbitrator's findings *de novo* or for an abuse of discretion. See, e.g., Br. Appellant, at 21 and 31. Brian gave up the right to this kind of review when he submitted to binding arbitration. See *Boyd v. Davis*, 127 Wn.2d 256, 263, 897 P.2d 1239 (1995) (no *de novo* review, but review only for whether "the face of the arbitral award alone does not exhibit an erroneous rule of law or a mistaken application of law.").

Even if so inclined, neither the trial court nor this Court is in a position to review the record before the arbitrator for an abuse of discretion or, otherwise, to assess the merits of the distribution. So it is absurd, for example, for Brian to argue that the arbitrator's

“valuations were not founded on any evidence before him ...” Br. Appellant, at 33. How is this Court supposed to know that? The only real issue is whether Brian makes a showing of some extraordinary circumstance, like corruption or fraud, or an error on the face of the award, which would justify overturning the award. He utterly fails to do so. Despite Brian’s repeated invitations, “courts may not search the arbitral proceedings for *any* legal error; courts do not look to the merits of the case, and they do not reexamine evidence.” *Broom v. Morgan Stanley*, 169 Wn.2d 231, 239, 236 P.3d 182 (2010).

4) The award does not reveal an error of law.

Finally, Brian argues the arbitrator exceeded his authority by making an error of law. Br. Appellant, at 25 *et seq.* For the sake of argument and economy, Jael will assume that facial legal error constitutes a basis for vacating an arbitration award, as it did under the former statute. *See Broom v. Morgan Stanley*, 169 Wn.2d at 240. Notably, this basis is very narrow, and “our courts have applied the facial legal error standard carefully, vacating an award based on such error in only four instances” *Id.*, at 239. Brian does not justify adding this case to that select crowd.

First, Brian makes this “donative intent” argument for the first time on appeal. It does not appear in either of his motions to vacate in the trial court. CP 103-107, 114-122. Brian does not get *de novo* review in this Court. *Boyd v. Davis*, 127 Wn.2d at 263. Brian seems to think this litigation will end only when his bag of tricks is empty, even if he chooses to empty the bag one trick at a time. In fact, Jael and the court have strong interests in finality, interests heightened here by the arbitration standard. Certainly, Brian cannot raise new issues for the first time on appeal from a trial court order denying a motion to vacate a “final and binding” arbitration award. RAP 2.5(a).

Second, Brian is simply wrong when he claims he proved a separate property interest in the marital residence. See, e.g., *Br. Appellant*, at 28. In fact, the arbitrator expressly found such extensive commingling, by both parties before and after they married, that it was “impossible to determine where specifically the construction funds [for the residence] came from.” CP 149.

Commingling occurs when:

(1) a substantial amount of separate property is (2) intermixed with (3) a substantial amount of community property to the extent that (4) it is no longer possible to identify whether the remainder is the separate property portion or the community property portion.

When commingling has occurred, all of the asset becomes community property, and any asset acquired from the commingled asset is community property.

In re Marriage of Shui and Rose, 132 Wn. App. 568, 125 P.3d 180 (2005), citing 19 Kenneth W. Weber, *Washington Practice: Family and Community Property Law* § 11.13, at 159-60. Commingling is the basis of the court's finding on characterization, as the arbitrator's complete finding makes clear.

However, Brian simply and misleadingly omits the entirety of the arbitrator's finding. Br. Appellant, at 26. Importantly, the arbitrator found that both parties spent "substantial sums" to construct the residence; and both parties, before and after they married, were titled owners and that Brian had simply failed "to establish to what extent his separate funds went into construction." CP 149. In short, there was insufficient evidence of a separate property interest in the residence.

In other words, the marital residence, purchased jointly before the marriage and held and paid for by both parties before and after the marriage, was presumptively quasi-community property and, then, community property. This property was not brought into the relationship by Brian, but was acquired by both parties during the relationship. Though it appears Brian contributed

to the purchase with funds he acquired from the sale of the separate property, these funds were so extensively commingled with other funds from both parties that arbitrator was unable to trace a separate property interest. This is Brian's failure of proof and, certainly, not an error of law.

Brian complains that the arbitrator erred with respect to a presumption of donative intent. Br. Appellant, at 26-27. It is true that more than a year after the arbitrator's decision, a plurality on our Supreme Court held that joint titling of separate property does not, alone, overcome the presumption of separate property character. *In re Estate of Borghi*, 167 Wn.2d 480, 219 P.3d 932 (2009). However, at least one of the problems for Brian here is that the arbitrator's comment about donative intent, whether or not mistaken, was simply inapposite, or, if you will, dicta. The residence was acquired in the first instance by the couples together, held in both their names, and paid for with extensively commingled assets. Consequently, the residence is presumptively community property and there was no issue of donative intent. The problem, as the arbitrator found, was that the parties' contributions to the acquisition of the residence were so intermingled as to not be distinguishable.

Finally, characterization, though relevant, does not control distribution, which is, rather, governed by equity. *Konzen v. Konzen*, 103 Wn.2d 470, 478, 693 P.2d 97 (1985). Here, the arbitrator distributed the assets equally. There is no legal error here.

V. MOTION FOR ATTORNEY FEES

Arbitration is a highly valued mechanism by which parties with disputes may avoid “the formalities, the delay, the expense and vexation of ordinary litigation.” *Barnett v. Hicks*, 119 Wn.2d 151, 160, 829 P.2d 1087 (1992). Here, Brian is doing everything he can to sap the value from this mechanism. This appeal is merely an extension of the trial litigation, where Brian continues his unreasonable resistance to a 50/50 division of assets. Because this appeal is frivolous and Brian’s conduct intransigent, he should pay Jael’s attorney’s fees and costs on appeal. *In Re Marriage of Mattson*, 95 Wn. App. 592, 605-06, 976 P.2d 157 (1999) (citations omitted). The costs of dissolving this marriage have been unnecessarily increased. The law is well established that such intransigence will support an award of attorney’s fees. *Fleckenstein v. Fleckenstein*, 59 Wn.2d 131, 133, 366 P.2d 688 (1961); *In re Marriage of Crosetto*, 82 Wn. App. 545, 563, 918 P.2d 954 (1996);

In re Marriage of Morrow, 5 Wn. App. 579, 590, 770 P.2d 197 (1989).

Moreover, Jael should also receive fees because this appeal is frivolous. RAP 18.9(a). After numerous extensions, based on failures to comply with the court rules, reminiscent of his conduct after the arbitration, Brian finally submitted a lengthy brief making vague, unsubstantiated complaints about the result of a “final and binding” arbitration, which, in any case, resulted in a 50/50 distribution of all the property before it after a seven year marriage (preceded by eight year of committed intimate relationship). These are not debatable issues, particularly under the appropriate standard of review for arbitration awards. See *In re Marriage of Wagner*, 111 Wn. App. 9, 18, 44 P.3d 860 (2002) (an appeal is frivolous if there are no debatable issues upon which reasonable minds may differ and it is so devoid of merit that there is no possibility of reversal). There being no error on the face of the award, this appeal is frivolous. Brian’s failure to acknowledge and deal with the proper standard of review from the get-go needlessly cost Jael and this Court precious resources. Brian should have to pay for that.

VI. CONCLUSION

For the foregoing reasons, the trial court's order denying the motion to vacate the arbitration award should be affirmed and this appeal dismissed. Moreover, Jael asks for her attorney fees on appeal.

Dated this 14th day of January 2010.

RESPECTFULLY SUBMITTED,



PATRICIA NOVOTNY #13604
Attorney for Respondent

Superior Court of Washington
County of KING

In re the Marriage of:

JAEL BURNS

and
Petitioner,

BRIAN WILLIAM BURNS
Respondent.

No. 08-3-03327-2 SEA

Decree of Dissolution (DCD)
(Marriage)

Law Enforcement Notification ¶ 3.8

I. Judgment/Order Summaries

1.1 Restraining Order Summary:

Restraining Order Summary is set forth below:

Name of person(s) restrained: Brian Burns
Name of person(s) protected: Jael Burns
See paragraph 3.8.

Violation of a Restraining Order in Paragraph 3.8 Below With Actual Knowledge of Its Terms is a Criminal Offense Under Chapter 26.50 RCW and Will Subject the Violator to Arrest. RCW 26.09.050.

1.2 Real Property Judgment Summary:

Decree (DCD) (DCLSP) (DCINMG) - Page 1 of 7
WPF DR 04.0400 Mandatory (6/2008) - RCW 26.09.030; .040; .070 (3)

5/1

Real Property Judgment Summary is set forth below:

Assessor's property tax parcel or account number: King Co. 0736100180, 268870-2230-08

1.3 Money Judgment Summary:

Judgment Summary is set forth below:

- | | | | |
|----|--|----------------|-----------|
| A. | Judgment Creditor | Jael Burns | |
| B. | Judgment Debtor | Brian Burns | |
| C. | Principal judgment amount | | \$293,000 |
| D. | Interest to date of Judgment | | \$ |
| E. | Attorney fees | | \$ |
| F. | Costs | | \$ |
| G. | Other recovery amount | | \$ |
| H. | Principal judgment shall bear interest at 12% per annum | | |
| I. | Attorney fees, costs and other recovery amounts shall bear interest at 12% per annum | | |
| J. | Attorney for Judgment Creditor | Delney Hillen | |
| K. | Attorney for Judgment Debtor | Ed Weigelt Jr. | |
| L. | Other: | | |

End of Summaries

II. Basis

Findings of Fact and Conclusions of Law have been entered in this case.

III. Decree

It Is Decreed that:

3.1 Status of the Marriage

The marriage of the parties is dissolved.

3.2 Property to be Awarded the Husband

The husband is awarded as his separate property the property set forth in Exhibit A. This exhibit is attached or filed and incorporated by reference as part of this decree.

Decree (DCD) (DCLSP) (DCINMG) - Page 2 of 7
WPF DR 04.0400 Mandatory (6/2008) - RCW 26.09.030; .040; .070 (3)

5/2

3.3 Property to be Awarded to the Wife

The wife is awarded as her separate property the property set forth in Exhibit A. This exhibit is attached or filed and incorporated by reference as part of this decree.

3.4 Liabilities to be Paid by the Husband

The husband shall pay the community or separate liabilities set forth in Exhibit A. This exhibit is attached or filed and incorporated by reference as part of this decree.

Unless otherwise provided herein, the husband shall pay all liabilities incurred by him since the date of separation and all liabilities incurred after separation for Complete Automotive, and Hawthorne House and any of Husband's other investments.

The parties should share equally capital gains taxes incurred from the sale of the Broadway Development building to the IRS which have already been paid per Exhibit A.

3.5 Liabilities to be Paid by the Wife

The wife shall pay the community or separate liabilities set forth in Exhibit A. This exhibit is attached or filed and incorporated by reference as part of this decree.

Unless otherwise provided herein, the wife shall pay all liabilities incurred by her since the date of separation.

The parties should share equally capital gains taxes incurred from the sale of the Broadway Development building to the IRS which have already been paid per Exhibit A.

3.6 Hold Harmless Provision

Each party shall hold the other party harmless from any collection action relating to separate or community liabilities set forth above, including reasonable attorney's fees and costs incurred in defending against any attempts to collect an obligation of the other party.

3.7 Maintenance

Does not apply.

3.8 Continuing Restraining Order

A continuing restraining order is entered as follows:

The husband is restrained and enjoined from disturbing the peace of Jael Burns aka Solum.

Decree (DCD) (DCLSP) (DCINMG) - Page 3 of 7
WPF DR 04.0400 Mandatory (6/2008) - RCW 26.09.030; .040; .070 (3)

5/2
5/16

The husband is restrained and enjoined from going onto the grounds of or entering the home, work place of Jael Burns aka Solum.

The husband is restrained and enjoined from knowingly coming within or knowingly remaining within 100 Feet of the home, work place of Jael Burns aka Solum.

Brian Burns is restrained and enjoined from molesting, assaulting, harassing, or stalking Jael Burns.

Jael Burns is restrained from coming within 50 feet of the business Complete Automotive in its present location at 909 E. Union St. Seattle, WA, except that Jael Burns shall arrange to remove her business inventory and records from Alexander and Cole located upstairs in the building.

Violation of a Restraining Order in Paragraph 3.8 With Actual Knowledge of its Terms Is a Criminal Offense Under Chapter 26.50 RCW and Will Subject the Violator to Arrest. RCW 26.09.060.

Clerk's Action. The clerk of the court shall forward a copy of this order, on or before the next judicial day, to King County Sheriff law enforcement agency which shall enter this order into any computer-based criminal intelligence system available in this state used by law enforcement agencies to list outstanding warrants. (A law enforcement information sheet must be completed by the party or the party's attorney and provided with this order before this order will be entered into the law enforcement computer system.)

Service

The restrained party or attorney appeared in court or signed this order; service of this order is not required.

Expiration

This restraining order does not expire.

This restraining order supersedes all previous temporary restraining orders in this cause number.

Full Faith and Credit

Pursuant to 18 U.S.C. § 2265, a court in any of the 50 states, the District of Columbia, Puerto Rico, any United States territory, and any tribal land within the United States shall accord full faith and credit to the order.

52
51

3.9 Protection Order

Does not apply.

3.10 Jurisdiction Over the Children

Does not apply because there are no dependent children.

3.11 Parenting Plan

Does not apply.

3.12 Child Support

Does not apply.

3.13 Attorney Fees, Other Professional Fees and Costs

Does not apply.

3.14 Name Changes

The wife's name shall be changed to Jael Solum.

3.15 Other

The parties' residence is listed for sale with Janet Mead at a price of \$4.4 million dollars. There is an offer to purchase the home for \$3,200,000. The parties have counter offered that price. The parties will cooperate fully and counter offer to any subsequent offers timely and shall not place any impediments in the way of sale. Jael Burns shall be permitted access both interior and exterior to the home upon 2 hours email notice to Mr. Burns so that she can complete the process of obtaining a Certificate of Occupancy on the home. If this sale is not completed Ms. Mead shall continue to list the house until her listing expires. Thereafter if the parties agree the house shall continue to be listed by Ms. Mead until sold. If the parties do not agree they shall each pick a realtor and those realtors shall pick a third realtor to determine the price and list the house for sale. Any repairs that Ms. Mead or any substitute realtor determines are necessary to sell the house shall be made and the party who paid for the repairs shall be reimbursed off the top of the net sales proceeds before distribution. The parties shall cooperate with Ms. Mead or any substitute realtor and each other and timely sign all necessary documents to make the house available for sale and to complete counteroffers within the time as determined by the offer. Pending sale the Husband shall occupy the residence and pay the first and second mortgage payments and all utilities and maintain the home in "showable" condition. If the house does not sell the price shall be reduced by 5% every 60 days until sold. If the parties receive an offer within 5% of the asking price they shall accept the offer. Net sale proceeds shall be paid 50% to each. Net proceeds should be defined as: proceeds less repairs, costs of sale, first and second mortgages and all liens and encumbrances.

Decree (DCD) (DCLSP) (DCINMG) - Page 5 of 7
WPF DR 04.0400 Mandatory (6/2008) - RCW 26.09.030; .040; .070 (3)

5/2/08

There is a line of credit at Pacific Continental Bank which is due on 12/05/09. Husband shall pay this note when due if the house does not sell and shall be paid back from the net proceeds from the sale of the residence.

3.16

The parties shall file their 2008 income taxes jointly and each shall pay one-half of the cost of the preparation of those taxes directly to the preparer if the costs are the same as previous years. If money is owed they shall each contribute 50% of the additional taxes including penalties and interest and if a refund is received they shall share that refund 50% to each. The address to be used on the tax return shall be that of their accountant Steve Shimizu. If a refund is received Mr. Shimizu shall promptly notify each of the parties who shall endorse the check over to Lasher Holzapfel Sperry & Ebberson. Mr. Shimizu shall send the endorsed check to Lasher Holzapfel Sperry and Ebberson who shall immediately distribute 50% to Mr. Burns and 50% to Ms. Burns.

The dog Ruchi is awarded to Ms. Burns.

The Husband shall transfer the Cobalt boat and the 1995, and 2005 Range Rover and the 2000 Jaguar cars from Complete Automotive to Ms. Burns. All documents to transfer the cars shall be sent to Ms. Burns's attorney within 5 days of the entry of this Decree. Complete Automotive shall pay all fees and taxes incurred in the transfer.

Dated: _____
Judge/Commissioner

2/5/09

Petitioner or petitioner's lawyer:
A signature below is actual notice of this
order.
Presented by:

Respondent or respondent's lawyer:
A signature below is actual notice of this
order.
Notice for presentation waived:

17182

Delney N. Hilien Date
Signature of Petitioner or Lawyer/WSBA No.

Approved:

Jael Burns, Petitioner

12003

Edward P. Weigelt Jr. Date
Respondent's Lawyer/WSBA No.

Approved:

Deborah Bianco, WSBA

Approved:

Brian Burns, Respondent

2/2

ATTACHMENT 3

**BURNS CASE
SUMMARY OF ASSETS & LIABILITIES**

Description	Account Name	Documentation	Statement Date	Gross		Net Value	To Husband		To Wife	
				Value	Debt		Community	Separate	Community	Separate
Real Property:										
Marcus Island House				3,050,000	(1,300,000)	2,650,000	1,275,000		1,275,000	
costs of sale					(231,000)	(231,000)	(115,600)		(115,600)	
Hawthorne House - Broadway D.				1,000,000		1,000,000	515,000	192,000	293,000	
Wife's Condo				1,202,000		1,202,000			1,202,000	
Total Real Estate				6,052,000	(1,531,000)	4,621,000	1,674,600	192,000	2,654,600	0
Cash & Bank Accounts:										
Commerce Bank Trust acct (7/14)				353,618		353,618			353,618	
Broadway Dev Sterling Bank (3/07)						0				
Brian checking Sterling Bank										
Joel Bank accounts (US Bank)										
Joel PCD Bank account										
Alexander & Cole Bank acct				1,000		1,000	1,000			
Brian Sterling Trust account										
Complete Sterling account										
predistribution to Joel				65,000		65,000			65,000	
Brian downpayment on BD				175,000		175,000	175,000			
Total Cash				594,618	0	594,618	176,000	0	418,618	0
Securities & Brokerage Accounts:										
Schwab Joel				9,800		9,800				9,800
Total Securities & Brokerage Accounts				9,800	0	9,800	0	0	0	9,800
Retirement Accounts:										
Husband's 401(k)				82,000		82,000	62,000			
Wife's 401(k)				29,000		29,000			29,000	
Total Retirement Accounts				111,000	0	111,000	62,000	0	29,000	0
Life Insurance:										
Wife's life insurance term (genworth)				0		0	0		0	
Husband's life insurance term (genworth)				0		0			0	
Total Life Insurance				0	0	0	0	0	0	0
Businesses:										
Complete Automotive				0		0				
BDW loans to Complete(1) (2)				2,011,763	(960,484)	1,051,280	1,051,280			
Taxes on shareholder loan from BDW					(150,000)	(150,000)	(150,000)			
Loan from Husband to Complete				82,144		82,144	82,144			
Rental income (added value)				160,000		160,000	150,000			
Burns Family Partnership				1,000		1,000	1,000			
Alexander & Cole				3,800		3,800			3,800	
Total Businesses				2,268,697	(1,110,484)	1,148,213	1,144,423	0	3,800	0
Vehicles:										
Wife's 1995 Range Rover				4,000		4,000			4,000	
Wife's 2005 Range Rover				26,450		26,450			26,450	
Wife's Jaguar 2000				14,000		14,000			14,000	
Husband's Porsche				0		0			0	
Husband's Porsche				0		0			0	
Husband's Mercedes 1995 (500)				0		0			0	
Husband's Porsche				0		0			0	
Husband's Mercedes CL 7				0		0			0	
Total Vehicles				43,450	0	43,450	0	0	43,450	0
Personal Property:										
Hacker Craft and boiler				65,000		65,000	55,000			
Cobalt and boiler				28,000		28,000			28,000	
2 Sea Dees				5,000		5,000	5,000			
Personal belongings				45,585		45,585	45,585		0	
PP of complete Automotive				13,170		13,170			13,170	
Total Personal Property				146,755	0	146,755	110,755	0	28,600	0
Liabilities:										
Capital gains taxes on sale of BD				(850,000)		(850,000)	(425,000)		(425,000)	
Total Liabilities				(850,000)	0	(850,000)	(425,000)	0	(425,000)	0
ASSETS BEFORE TRANSFER PAYMENT				8,346,320	(2,641,464)	5,704,856	2,750,000	192,000	2,752,368	0,600
TOT Transfer Payment						0	0		(840)	
Percentage to Each Party				8,346,320	(2,641,464)	5,704,856	2,751,000	192,000	2,751,026	0,600
							51.00%		49.40%	
TOTAL COMMUNITY ASSETS						2,761,626		2,761,620		
Percentage to Each Party						60.00%		60.00%		Math is OK

(1) represents the value of BDW

EXHIBIT A

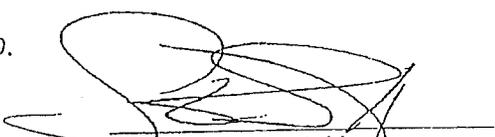
Handwritten initials/signature

LASHER HOLZAPFEL SPERRY & EBBERSON, PLLC

EXHIBIT B

1 should pay the Wife \$293,000 from the Broadway Development LLC bank account at
2 Sterling bank in order to effectuate a 50% to each division of assets.”

3
4 DATED this 10th day of October, 2009.

5 
6 STEVE SCOTT, Arbitrator

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ARBITRATOR'S ORDER ON MOTION TO
CORRECT CLERICAL ERROR - 2

LASHER
HOLZAPPEL
SPERRY &
EBBERSON

ATTORNEYS AT LAW
2600 TWO UNION SQUARE
601 UNION STREET
SEATTLE WA 98101-4000
TELEPHONE 206 624-1230
FAX 206 340-2663

The parties own three boats. The husband should be awarded the Hacker Craft valued at \$56,000 and the Wife should receive the Cobalt boat valued at \$28,000 including the trailer. The Jet skis valued at \$5000 should be awarded to the Husband.

Bank accounts Broadway Development LLC has a bank account at Sterling Bank. That account should be awarded to the Husband. The Husband has a personal bank account and a trust account also at Sterling Bank opened after separation. Those accounts should be awarded to him. The Wife has bank accounts at US Bank and at Sterling Savings Bank which all contain post separation funds. Those accounts should be awarded to her. The Husband should pay Wife \$274,560 from the Broadway Development LLC bank account at Sterling bank in order to effectuate a 50% to each division of assets.

\$293,000

} 55

2.9 Separate Property

The husband has real or personal separate property as set forth in Exhibit A and any property Husband acquired after separation. This exhibit is attached or filed and incorporated by reference as part of these findings.

The wife has real or personal separate property as set forth in Exhibit A and any property Wife acquired after separation. This exhibit is attached or filed and incorporated by reference as part of these findings.

2.10 Community Liabilities

The parties have incurred community liabilities as set forth in Exhibit A. This exhibit is attached or filed and incorporated by reference as part of these findings.

2.11 Separate Liabilities

The husband has incurred the following separate liabilities:

All liabilities incurred by Husband since the date of Separation 10/1/07 in his name and in the name of the business Complete Automotive including the debt to this father B. M. Burns.

The wife has incurred the following separate liabilities:

All liabilities incurred by Wife since the date of Separation 10/1/07 in her name and the name of her business Alexander and Cole.

2.12 Maintenance

Maintenance should not be ordered.

2.13 Continuing Restraining Order

A permanent continuing restraining order against the husband is necessary because:

Findings of Fact and Concl of Law (FNFL) - Page 6 of 8
WPF DR 04.0300 Mandatory (8/2008) - CR 52; RCW 26.09.030;.070(3)

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In Arbitration: Judge S. Scott

IN THE SUPERIOR COURT OF WASHINGTON FOR KING COUNTY

In re: JAEL BURNS,
Petitioner,
vs.
BRIAN BURNS,
Respondent.

No. 08-3-03327-2 Sea
Order On Respondent Motion to Clarify, Amend and Modify Arbitrator Award and Decree

ORIGINAL SS

This matter having come on before the Honorable Steven Scott, arbitrator, upon the Respondent's Motion To Clarify, Amend and Modify Arbitrator Award and Decree, it is now therefore:

Ordered, the Respondent's Motion Clarify, Amend and Modify Arbitrator Award and Decree is hereby granted in part ^{and denied in part} (granted or denied), and its is further Ordered that the arbitration award and Decree Exhibit A are modified as follows:

- ~~1. Respondent shall be entitled to visitation with the parties' dog Ruchi on an alternating weekly basis.~~ SS
- 2. Complete Automotive, Inc. is awarded to the Respondent.
- 3. Broadway Development, LLC is awarded to Respondent; ^{provided that the LLC is comprised of assets otherwise awarded on Exh. A and has no additional creditors.}
- ~~4. The value of the Hawthorne House receivable is reduced to the value of \$742,000 and the monetary amount of this receivable awarded to the parties shall be reduced pro-rata.~~ SS
- 5. The \$175,000 previously charged to Respondent relating to the earnest money proceeds from the Broadway Development building shall be reduced SS

Order On Respondent Motion

Law Offices of Edward P. Weigelt, Jr.
P.O. 2299 Lynnwood, Wa. 98036
(425) 346-1646

EXHIBIT B

1 SS ~~to zero.~~

2 ~~6. The \$150,000 "added" rental benefit charged to Respondent shall be~~
3 ~~reduced to zero since the "rental benefit" benefitted both parties to the~~
4 ~~extent. Complete Automotive was deemed to be a community business.~~

5 ~~7. The Petitioner shall be charged the additional amount of \$37,500 for monies~~
6 ~~she received from Broadway Development.~~

7 Ordered the parties shall submit proposed amended Exhibit A to the arbitrator
8 within five days which takes into account the clarifications, amendments and modifications
9 stated herein above. *That! SEE BELOW**

10 Dated this *3rd* day of *November* 2009.

[Signature]
Judge Steven Scott, retired
Arbitrator

14 Presented By:

15 *[Signature]*
16 Edward P. Weigelt, Jr. WSBA 12003
17 Attorney for Respondent Burns

18 ** The parties shall present this order*
19 *to the Court along with the Arbitration*
20 *Award previously entered in this case and*
21 *their proposed/amended Exhibit A showing*
22 *the Complete Automotive & Broadway*
23 *Development, LLC, are awarded to Respondent*
24 *at \$0 value.*

25 *SS*

28 Order On Respondent Motion

Law Offices of Edward P. Weigelt, Jr.
P.O. 2299 Lynnwood, Wa. 98036
(425) 346-1646

**BURNS CASE
SUMMARY OF ASSETS & LIABILITIES**

Description	Account Name	Documentation	Statement Date	Gross		Net Value	To Husband		To Wife	
				Value	Debt		Community	Separate	Community	Separate
Real Property:										
Marcor Island House				3,850,000	(1,300,000)	2,550,000	1,275,000		1,275,000	
costs of sale					(231,000)	(231,000)	(115,500)		(115,500)	
Hawthorne House- Broadway D				1,000,000		1,000,000	515,000	192,000	293,000	
Wife's Condo				1,202,000		1,202,000			1,202,000	
Total Real Estate				6,052,000	(1,531,000)	4,521,000	1,674,500	192,000	2,654,500	0
Cash & Bank Accounts:										
Commerca Bank Trust acct (7/14)				353,618		353,618			353,618	
Broadway Dav Sterling Bank (8/07)						0	0			
Brian checking Sterling Bank										
Jael Bank accounts (US Bank)										
Jael PCB Bank account										
Alexander & Cole Bank acct										
Brian Sterling Trust account				1,000		1,000	1,000			
Complete Sterling account										
predistribution to Jael				65,000		65,000			65,000	
Brian downpayment on BD				175,000		175,000	175,000			
Total Cash				594,618	0	594,618	176,000	0	418,618	0
Securities & Brokerage Accounts:										
Schwab Jaol				9,800		9,800				9,800
Total Securities & Brokerage Accounts				9,800	0	9,800	0	0	0	9,800
Retirement Accounts:										
Husband's 401(k)				62,000		62,000	62,000			
Wife's 401(k)				29,000		29,000			29,000	
Total Retirement Accounts				91,000	0	91,000	62,000	0	29,000	0
Life Insurance:										
Wife's life insurance term (genworth)				0		0	0			
Husband's life insurance term (genworth)				0		0			0	
Total Life Insurance				0	0	0	0	0	0	0
Businesses										
Complete Automotive				0		0	0			
EDW loans to Complete(1) [2]				2,011,753	(960,464)	1,051,289	1,051,289			
Taxes on shareholder loan from BDW					(150,000)	(150,000)	(150,000)			
Loan from Husband to Complete				92,144		92,144	92,144			
Rental income(added value)				150,000		150,000	150,000			
Broadway Development LLC				0		0	0			
Burns Family Partnership				1,000		1,000	1,000			
Alexander & Cole				3,800		3,800			3,800	
Total Businesses				2,258,697	(1,110,464)	1,148,233	1,144,433	0	3,800	0
Vehicles:										
Wife's 1995 Range Rover				4,000		4,000			4,000	
Wife's 2005 Range Rover				25,450		25,450			25,450	
Wife's Jaguar 2000				14,000		14,000			14,000	
Husband's Porsche						0				
Husband's Porsche						0				
Husband's Mercedes 1995 (500)						0				
Husband's Porsche						0				
Husband's Mercedes CL ?				0		0				
Total Vehicles				43,450	0	43,450	0	0	43,450	0
Personal Property:										
Hacker Craft and trailer				55,000		55,000	55,000			
Cobalt and trailer				20,000		20,000			20,000	
2- Sea Doors				5,000		5,000	5,000			
Personal belongings				45,585		45,585	45,585		0	
PP al complete Automotive				13,170		13,170	13,170			
Total Personal Property				146,755	0	146,755	118,755	0	20,000	0
Liabilities										
Capital gains taxes on sale of BD				(850,000)		(850,000)	(425,000)		(425,000)	
Total Liabilities				(850,000)	0	(850,000)	(425,000)	0	(425,000)	0
ASSETS BEFORE TRANSFER PAYMENT				8,346,320	(2,641,464)	5,704,856	2,760,600	192,000	2,762,368	9,800
TOT Transfer Payment							840		(840)	
Percentage to Each Party				8,346,320	(2,641,464)	5,704,856	2,761,528	192,000	2,751,528	9,800
							51.60%		48.40%	
TOTAL COMMUNITY ASSETS				2,751,528		2,751,528		Math Is OK		
Percentage to Each Party				50.00%		50.00%				

COLUMN BEFORE FINALIZING AND PROVIDING

AT MEDIATION

(1) represents the value of BDW

SS
11/5/09



Superior Court Case Summary

Court: King Co Superior Ct
Case Number: 08-3-03327-2

Sub	Docket Date	Docket Code	Docket Description	Misc Info
-	04-29-2008	\$FFR	Filing Fee Received	250.00
1	04-29-2008	SMPTDS	Summons & Pet For Dissolution	
2	04-29-2008	*ORSCS JDG0001	Set Case Schedule Judge Charles W. Mertel Dept 1	03-30- 2009ST
3	04-29-2008	CICS LOCS	Case Information Cover Sheet Original Location - Seattle	
4	04-29-2008	CIF	Confidential Information Form	
5	04-29-2008	TPROTSC EXP0001	Temp Rest Ord & Ord To Sc/issd Ex-parte, Dept	05-19- 2008FM
6	04-29-2008	FNDCLRP	Financial Declaration Of Pet	
7	04-29-2008	SEALFN	Sealed Financial Document(s) /cs	
8	04-29-2008	DCLR	Declaration Of Jael Burns	
9	04-29-2008	MTAF	Mtn/dclr For Ex Parte Rest Ord/pet	
10	04-29-2008	NTMTDK ACTION	Note For Motion Docket Mtn For Temp Order/restr Order	05-19-2008
11	04-29-2008	SEALFN	Sealed Financial Document(s) /cs	
12	04-29-2008	SEALFN	Sealed Financial Document(s)	
13	05-06-2008	AFSR	Affidavit/dclr/cert Of Service	
14	05-19-2008	TMRO FAM0001	Temp Restraining Order /issued Family Law, Dept 1	
15	05-19-2008	MTHRG FAM0001	Motion Hearing Family Law, Dept 1	
-	05-19-2008	AUDIO	Audio Log Dr 276 101255/101435	
16	05-27-2008	ACSR	Acceptance Of Service	
17	08-26-2008	CINSC	Confirm Issues: No Status Confer.	
18	08-29-2008	RSP	Response To Petition/resp	
19	11-20-2008	TPROTSC EXP0001	Temp Rest Ord & Ord To Sho Caus Ex-parte, Dept	12-05- 2008FM
20	11-20-2008	NTMTDK ACTION	Note For Motion Docket Show Cause /temp Order	12-05-2008
21	11-20-2008	MEXRSC	Mtn/dcl For Exparte Ro And Ordsc	
22	11-20-2008	DCLR	Declaration Of Jael Burns	
23	11-25-2008	ACSR	Acceptance Of Service /resp	
24	11-26-2008	NTAB	Notice Of Absence/unavailability	
25	12-05-2008	TMO FAM0001	Temporary Order Family Law, Dept 1	
26	12-05-2008	MTHRG FAM0001	Motion Hearing Family Law, Dept 1	
-	12-05-2008	AUDIO	Audio Log Dr 276	
27	02-12-2009	MTSC	Motion For Order To Show Cause	
28	02-12-2009	ORTSC EXP0007	Order To Show Cause Re Contempt Ex-parte, Dept. Seattle - Clerk	03-02- 2009FM
29	02-12-2009	NTMTDK ACTION	Note For Motion Docket Contempt	03-02-2009
30	02-17-2009	ACSR	Acceptance Of Service	
31	02-20-2009	AFSR	Affidavit/dclr/cert Of Service	

About Dockets

You are viewing the case docket or case summary. Each Court level uses different terminology for this information, but for all court levels, it is a list of activities or documents related to the case. District and municipal court dockets tend to include many case details, while superior court dockets limit themselves to official documents and orders related to the case.

If you are viewing a district municipal, or appellate court docket, you may be able to see future court appearances or calendar dates if there are any. Since superior courts generally calendar their caseloads on local systems, this search tool cannot display superior court calendaring information.

Contact Information

King Co Superior Ct
 516 3rd Ave, Rm C-203
 Seattle, WA 98104-2361
 Map & Directions
 206-296-9100[Phone]
 206-296-0986[Fax]
 Visit Website
 206-205-5048[TDD]

Disclaimer

This information is provided for use as reference material and is not the official court record. The official court record is maintained by the court of record. Copies of case file documents are not available at this website and will need to be ordered from the court of record.

The Administrative Office of the Courts, the Washington State Courts, and the Washington State County Clerks :

- 1) Do not warrant that the information is accurate or complete;
- 2) Do not guarantee that information is in its most current form;
- 3) Make no representations regarding the identity of any person whose name appears on these pages; and
- 4) Do not assume any liability

resulting from the release or use of the information.

Please consult official case records from the **court of record** to verify all provided information.

32	02-27-2009	FNDCLRP	Financial Declaration Of Pet	
33	02-27-2009	ENTER	Notice Re: Evidentiary Rule 904/pl	
34	03-05-2009	DCLR	Declaration Delney Hilan	
35	03-05-2009	DCLR	Declaration /atty Fees	
36	03-10-2009	ORJPR	Ord Requiring Joint Pretrial Report	
37	03-18-2009	NTHG ACTION	Notice Of Hearing Cont Trial Date	03-26-2009
38	03-18-2009	NTHG ACTION	Notice Of Hearing Cont Trial Date	03-26-2009
39	03-18-2009	AFSR	Affidavit/dclr/cert Of Service	
40	03-18-2009	MTC	Motion To Continue Trial/respondent	
41	03-18-2009	DCLR	Declaration Of Edward Weigelt Jr	
42	03-18-2009	DCLR	Declaration Of Brian Burns	
43	03-23-2009	NTHG ACTION	Notice Of Hearing Motion In Limine	03-30-2009
		ACTION	Motion In Limine	
45	03-23-2009	MTL	Motion In Limine /petn	
46	03-24-2009	DCLR	Declaration Of Steven J Kessler	
47	03-24-2009	DCLR	Declaration Of Jael Burns	
48	03-24-2009	MM	Memorandum Of Authorities Opposing	
49	03-25-2009	ORACS	Order Amending Case Schedule	06-15- 2009ST
50	03-25-2009	ORCTD	Ord For Continuance Of Trial Date	06-15-2009
51	03-25-2009	DCLR	Declaration Of Steven Shimizu	
52	03-25-2009	DCLR	Declaration Of E Weigelt	
53	03-25-2009	DCLR	Declaration Of E Weigelt	
57	03-25-2009	WL	Witness/exhibit List/suppl Rsp	
58	03-25-2009	WL	Witness/exhibit List / Rsp	
59	03-30-2009	NTHG	Notice Of Hearing /cont Trial Date	04-07-2009
60	03-30-2009	NTHG	Notice Of Hearing /mtn In Limine	06-15-2009
61	03-30-2009	MTC	Motion To Continue Trial Date	
62	03-30-2009	DCLR	Declaration Of Delney N Hilan	
63	04-07-2009	ORACS	Order Amending Case Schedule	
64	04-07-2009	ORCTD	Ord For Continuance Of Trial Date	08-10- 2009ST
65	04-10-2009	NTMTDK ACTION	Note For Motion Docket Ord To Show Cause Re Contempt	04-24-2009
66	04-10-2009	ORTSC EXP0007	Order To Show Cause Ex-parte, Dept. Seattle - Clerk	04-24- 2009FM
66A	04-10-2009	MTSC ACTION	Motion For Order To Show Cause /pet Show Cause Re Contempt	
66B	04-10-2009	DCLR ACTION	Declaration Re Facsimilie Trans Temp Order	
67	04-14-2009	NTMTDK ACTION	Note For Motion Docket Show Cause Re Contempt	04-30- 2009FM
68	04-16-2009	NTMTDK ACTION	Note For Motion Docket Temp Order	04-30- 2009FM
69	04-16-2009	DCLR	Declaration Jael Burns	
70	04-16-2009	MTAF	Mtn/dclr For Temporary Order / Pet	
71	04-17-2009	AFSR	Affidavit/dclr/cert Of Service	
72	04-23-2009	NTASCC	Notice Of Association Of Counsel	
73	04-24-2009	NTMTDK ACTION	Note For Motion Docket Mtn For Temp Orders	05-08- 2009FM

74	04-24-2009	SEALFN	Sealed Financial Document(s) /cs	
75	04-24-2009	SEALFN	Sealed Financial Document(s)	
76	04-24-2009	MT	Motion For Mod Of Temp Ord/resp	
77	04-24-2009	DCLR	Declaration Of E Weiget	
78	04-24-2009	DCLR	Declaration Of Douglas Myers	
79	04-24-2009	DCLR	Declaration Of Jamee Nunnelee	
80	04-24-2009	DCLR	Declaration Of Respondent	
81	04-24-2009	DCLR	Declaration Of Nikki Onodera	
82	04-24-2009	DCLR	Declaration Of Respondent	
83	04-24-2009	FNDCLR	Financial Declaration Respondent	
83A	04-24-2009	MMATH	Memorandum Of Authorities Re Cntemp	
84	04-28-2009	MMATH	Memorandum Of Authorities	
85	04-28-2009	DCLR	Declaration Of Delney Hilan	
86	04-28-2009	DCLR	Declaration Of Jael Burns	
87	04-30-2009	OR FAM0001	Order On Compliance With Temp Ord Family Law, Dept 1	
		FAM0001	Family Law, Dept 1	
		FAM0001	Family Law, Dept 1	
		FAM0001	Family Law, Dept 1	
89	04-30-2009	MTHRG FAM0001	Motion Hearing Family Law, Dept 1	
-	04-30-2009	AUDIO	Audio Log Dr 276	
90	05-04-2009	SEALFN	Sealed Financial Document(s) /cs	
91	05-04-2009	SEALFN	Sealed Financial Document(s)	
92	05-04-2009	FNDCLR	Financial Declaration/petitioner	
94	05-04-2009	DCLR	Declaration Of Colleen Wilks	
95	05-04-2009	DCLR	Declaration Of Jael Burns	
96	05-06-2009	DCLR	Declaration Of Respondent	
97	05-08-2009	ORCNT ACTION FAM0001	Order Of Continuance Temp Orders -ct Family Law, Dept 1	05-20- 2009FS
98	05-08-2009	TCNTU FAM0001	Trial Continued: Unspecified Family Law, Dept 1	
-	05-08-2009	VIDEO	Video Log Dr275	
99	05-08-2009	NTAB	Notice Of Absence/unavailability	
100	05-18-2009	SEALFN	Sealed Financial Document(s) /cs	
101	05-18-2009	SEALFN	Sealed Financial Document(s)	
102	05-18-2009	DCLR	Declaration Of Delney Hilan/rebttl	
103	05-20-2009	ORCNT FAM0001	Order Of Continuance Family Law, Dept 1	05-22-2009
104	05-20-2009	HCNTU FAM0001	Hearing Continued: Unspecified Family Law, Dept 1	05-22-2009
-	05-20-2009	AUDIO	Audio Log Dr278	
105	05-21-2009	DCLR	Declaration Of Brian Burns	
106	05-22-2009	ORSD	Order Sealing Document Sub 95	
107	05-22-2009	SEALFN	Sealed Financial Document(s) /cs	
108	05-22-2009	SEALFN	Sealed Financial Document(s)	
109	05-22-2009	MTHRG FAM0001	Motion Hearing Family Law, Dept 1	
		ACTION	Mtn For Protective Order	
-	05-22-2009	AUDIO FAM0001	Audio Log Dr 275 Family Law, Dept 1	
110	05-22-2009	DCLR	Declaration /delney N Hilan	
111	05-22-2009	RPY	Reply /petn	
112	05-26-2009	NTHG FAM0001	Notice Of Hearing Family Law, Dept 1	06-04-2009

		ACTION	Mtn For Protective Order	
116A	05-26-2009	TMRO FAM0001	Temp Restraining Order /issd Family Law, Dept 1	
113	05-26-2009	DCLR	Declaration Of Delney Hilan	
114	05-26-2009	MTHRG FAM0001	Motion Hearing Family Law, Dept 1	
-	05-26-2009	AUDIO	Audio Log Dr 275	
115	05-26-2009	MT	Motion Fr Protective Order/petn	
116	05-26-2009	DCLR	Declaration Of Jael Burns	
117	05-27-2009	NTHG	Notice Of Hearing /prot Order	06-04-2009
118	05-29-2009	TPROTSC EXP0001	Temp Rest Ord & Ord To Sho Caus /issued Ex-parte, Dept	06-12- 2009FM
119	05-29-2009	DCLR	Declaration Of Delney Hilan	
120	05-29-2009	DCLR	Declaration Of Jael Burns	
121	05-29-2009	MTRC	Motion For Reconsideration /pet	
122	05-29-2009	NTHG ACTION	Notice Of Hearing Reconsidr Comm Decision/ponomarchuk	06-10-2009
123	05-29-2009	MTSC	Motion For Order To Show Cause /pet	
124	06-02-2009	ORMRC	Order On Mtn For Reconsideration /granted In Part/denied In Part	
125	06-02-2009	NTHG	Notice Of Hearing /compel Discovery	06-12-2009
126	06-02-2009	MTCM	Motion To Compel Records / Resp	
126A	06-02-2009	RSP	Response /rsp	
127	06-03-2009	NTMDLF ACTION	Note For Motion Docket-late Filing Quash Restraining Order	06-05-2009
128	06-03-2009	DCLR	Declaration Of Jael Burns	
129	06-03-2009	DCLR	Declaration Of Brian Burns	
130	06-03-2009	MT	Motion To Quash Restr Ord /resp	
131	06-04-2009	RSP	Response To Motion /suppl/resp	
133	06-05-2009	NTHG	Notice Of Hearing /revision/10am	06-22-2009
134	06-05-2009	MTHRG EXP0001	Motion Hearing Ex-parte, Dept	
-	06-05-2009	AUDIO	Audio Log Dr 325-2	
135	06-05-2009	DCLR	Declaration Of Jael Burns	
135A	06-05-2009	ORQ EXP0001	Order Quashing /rest Order 05-26 Ex-parte, Dept	
135B	06-05-2009	MTFR EXP0001	Motion For Revision /resp Ex-parte, Dept	
		EXP0001	Ex-parte, Dept	
137	06-09-2009	ORGMT	Order Granting Mtn For Prot Ord In Part & Denied In Part	
138	06-09-2009	DCLR	Declaration Of Delney Hilan	
139	06-10-2009	DCLR	Declaration Of Delney Hilan	
140	06-10-2009	DCLR	Declaration Of Jael Burns	
141	06-11-2009	NTHG ACTION	Notice Of Hearing Revision Of Comm Order	06-22-2009
142	06-11-2009	MTFR	Motion For Revision /pet	
144	06-12-2009	NTHG	Notice Of Hrg /revision Of Comm Ord	07-02-2009
145	06-15-2009	OR	Order Re Settlemt/med/adr Requirmnt	07-24-2009
146	06-15-2009	RTS	Return Of Service	

147	06-16-2009	CRRSP	Correspondence/data Entry	
148	06-17-2009	NTHG ACTION	Notice Of Hearing Mtn For Revision	07-02-2009
149	06-26-2009	NTHG	Notice Of Hearing /conference	07-08-2009
150	06-26-2009	MT	Motion For Conference/schedule	
151	06-26-2009	DCLR	Declaration Of Maya Trujillo	
152	06-26-2009	DCLR	Declaration Of Delney Hilan	
153	07-02-2009	ORPTC	Order On Pre-trial Conference	
154	07-02-2009	ORRR	Order Revising Ruling /issd /issd	
155	07-02-2009	MTHRG JDG0001 JDG0001	Motion Hearing Judge Timothy A. Bradshaw Dept 1 Judge Timothy A. Bradshaw Dept 1	
-	07-02-2009	AUDIO	Audio Log Dr Scftr W719	
158	07-08-2009	CRRSP	Correspondence/data Entry	
159	07-10-2009	NTER	Notice Re: Evidentiary Rule	
161	07-16-2009	NTHG ACTION	Notice Of Hearing Mtn To Compel	07-27-2009
162	07-16-2009	MTCM	Motion To Compel Discovery/pet	
163	07-16-2009	DCLR	Declaration Of Delney Hilan	
164	07-16-2009	DCLR	Declaration Re Attys Fee	
165	07-21-2009	FNDCLRP	Financial Declaration Of Pet	
167	07-28-2009	NTMTDK	Note For Motion Docket /compe!	08-05-2009
168	08-04-2009	TRBF	Trial Brief /pet	
170	08-04-2009	DCLR	Declaration /resp To Mtn To Compel	
171	08-04-2009	RSP	Response To Mtn To Compel /resp	
172	08-04-2009	MM	Memorandum Re Mtn To Compel/pet	
173	08-04-2009	RPY	Reply Re Mtn To Compel/pet	
174	08-05-2009	MTHRG JDG0001	Motion Hearing Judge Timothy A. Bradshaw Dept 1	
-	08-05-2009	AUDIO	Audio Log Scftr W-719	
175	08-05-2009	OR	Order Re Conference/mediate	
176	08-10-2009	ORCTD	Ord For Continuance Of Trial Date	09-21- 2009ST
177	09-22-2009	NTAB	Notice Of Absence/unavailability	
178	10-01-2009	NTHG ACTION	Notice Of Hearing Presentation Of Final Pleadings	10-09-2009
179	10-01-2009	NTPRES	Notice Of Presentation	10-09-2009
180	10-14-2009	OR	Order Of Arbitrator To Correct Clerical Error	
181	10-21-2009	NTPRES	Notice Of Presentation	11-06-2009
182	10-21-2009	NTMTDK	Nt For Motion Docket/final Pleading	11-06-2009
183	10-21-2009	NTMTDK	Nt For Motion Docket/release Funds	11-06-2009
184	10-21-2009	MT	Motion To Release Funds	
188	10-21-2009	NTHG	Notice Of Hrg/confirm Arb Award	11-06-2009
186	10-21-2009	DCLR	Declaration Of Jael Burns	
187	10-21-2009	DCLR	Declaration Of Jamie Polito	
189	10-21-2009	MT	Motion To Confirm Arb Award	
190	10-21-2009	DCLR	Declaration Of Delney Hilan	
191	11-05-2009	OB	Objection / Opposition	
192	11-05-2009	DCLR	Declaration Of E. Weigelt	

193	11-06-2009	FNFL	Findings Of Fact&conclusions Of Law	
194	11-06-2009	OR	Order Clarify Decree Per Arb Decisn	
195	11-06-2009	OR	Ord Clarify/amend/modify Arb Award & Decree In Part	
196	11-06-2009	MT	Motion To Vacate Arb Decision	
197	11-06-2009	MTHRG JDG0001	Motion Hearing Judge Timothy A. Bradshaw Dept 1	
	11-06-2009	AUDIO	Audio Log Dr W719	
198	11-06-2009	ORDF JDG0001 JDG0001	Order To Disburse Funds Judge Timothy A. Bradshaw Dept 1 Judge Timothy A. Bradshaw Dept 1	
200	11-19-2009	OR	Order To Correct Clerical Error	
201	11-19-2009	OR	Order To Clarify, Amend, And Mod Arb Award And Decree	
202	12-04-2009	NTAB	Notice Of Absence/unavailability	
203	12-15-2009	NTAB	Notice Of Absence/unavailability	
-	12-16-2009	CRFOLY	Certificate Mailed To Olympia	
204	12-22-2009	NTAB	Notice Of Absence/unavailability	
205	12-24-2009	NTHG JDG0001	Notice Of Hearing /vacate Arb Dec Judge Timothy A. Bradshaw Dept 1	01-26-2010
206	12-24-2009	MT	Motion /amended Res	
207	12-24-2009	DCLR	Declaration /brian Burns	
208	12-24-2009	DCLR	Declaration /e. Weigelt, Jr.	
209	12-24-2009	DCLR	Declaration /e. Weigelt	
210	12-28-2009	DCLR	Declaration /e. Weigelt	
211	12-28-2009	DCLR	Declaration To Vacate Arb/e Weigelt	
212	12-28-2009	DCLR	Declaration To Vacate Arb/e Weigelt	
213	12-28-2009	BR	Brief /res	
214	02-01-2010	NTAB	Notice Of Absence/unavailability	
215	02-02-2010	NTHG JDG0001 JDG0001	Notice Of Hearing /compel Judge Timothy A. Bradshaw Dept 1 Judge Timothy A. Bradshaw Dept 1	02-12-2010
217	02-02-2010	DCLR	Declaration Edward Weigelt	
218	02-02-2010	DCLR	Declaration Edward Weigelt	
219	02-02-2010	NTHG JDG0001	Notice Of Hearing /vacate Arb Dec Judge Timothy A. Bradshaw Dept 1	02-19-2010
220	02-03-2010	DCLR	Declaration /edward P Weigelt Jr	
221	02-04-2010	NTHG	Notice Of Hearing /shorten Time	02-09-2010
222	02-04-2010	MTAF	Mtn/declaratn Fr Shorten Time/petn	
223	02-04-2010	DCLR	Declaration /kelney Hilan	
225	02-04-2010	MT	Motion To Strike Mtn To Compel/petn	
226	02-05-2010	NTAB	Notice Of Absence/unavailability	
227	02-08-2010	DCLR	Declaration /delney N Hilan	
228	02-08-2010	DCLR	Declaration /jael Burns	
229	02-08-2010	DCLR	Declaration /leslee Unti	
230	02-08-2010	MM	Memorandum /petn	
231	02-08-2010	DCLR	Declaration /delney Hilan	
231A	02-09-2010	ORSGT	Order Shortg Time Hrg Mtn Compel	02-09-2010
231B	02-09-2010	OR	Order Striking Resp Mtn To Compel	

233	02-12-2010	DCLR	Declaration Of E Weigelt Jr	
234	02-12-2010	RPY	Reply Brief Supp Mtn Vacate	
235	02-22-2010	ORDYMT	Order Denying Motion/petition	
236	02-23-2010	ORDYMT	Order Denying Motion/petition To Vacate Arb Decision	
237	02-24-2010	ORTSC ACTION	Order To Show Cause Contempt	03-19- 2010FM
238	02-24-2010	MT	Motion For Contempt/resp	
239	02-24-2010	DCLR	Declaration Of Edward Weigelt	
240	02-24-2010	DCLR	Declaration Of Edward P. Weigelt	
241	02-24-2010	DCLR	Declaration Of Brian Burns	
242	02-24-2010	DCLR	Declaration Of Edward P. Weigelt	
243	03-12-2010	ORTSC EXP0007	Order To Show Cause Re Contempt Ex-parte, Dept. Seattle - Clerk	04-06- 2010FM
244	03-23-2010	NACA	Notice Of Appeal To Court Of Appeal	
-	03-23-2010	\$AFF	Appellate Filing Fee	280.00
245	03-24-2010	AFSR	Affidavit/dclr/cert Of Service	
246	03-26-2010	STFJG	Satisfaction Of Judgment	
247	03-30-2010	NTWSUB	Notice Withdraw & Substitut Counsel	

FILED
COURT OF APPEALS
STATE OF WASHINGTON
2011 JAN 18 AM 10:52

IN THE COURT OF APPEALS OF THE STATE OF WASHINGTON
DIVISION ONE

In re the Marriage of)
)
JAE L BURNS,) No. 65117-0-1
 Respondent,)
)
and) DECLARATION
) OF SERVICE
)
BRIAN BURNS,)
 Appellant.)
_____)

Jayne Hibbing certifies as follows:

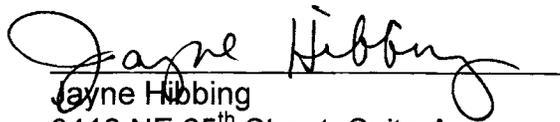
On January 14, 2011, I served upon the following true and correct copies of the Brief of Respondent and this Declaration, by:

- depositing same with the United States Postal Service, postage paid
- arranging for delivery by legal messenger.

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601 Union st, Ste 2600
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I certify under penalty of perjury that the foregoing is true and correct.


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206-781-2570