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COURT OF APPEALS, DIVISION II
OF THE STATE OF WASHINGTON

SKIPPER WILLIAM KUZIOR
Petitioner,
Vs

ASHLEY L KUZIOR,
Respondent

BRIEF OF APPELLANT

Skipper W Kuzior
Attorney for Petitioner
JENNIFER ANNE WING
Attorney for Respondent

Table of Contents

Table of Authorities	3
I. Introduction.....	4-7
II. Assignments of Error.....	7-9
III. Issues Related to Assignments of Error	10-11
IV. Statement of the Case.....	11-13
V. Argument.....	13-16
VI. Conclusion.....	17

TABLE OF AUTHORITIES

In re Marriage of Ferree. 71 Wn. App. 35, 43, 856 P.2d 706 (1993)

In re Marriage of Clark, McDonald, 104 Wn.2d 745, 709 P. 2d 1196 (1985)

In re Marriage of Littlefield, 133 Wn.2d 39, 940 P. 2d 1362 (1997)

In re the Marriage of Pea, 17 Wn. App. 28, 566 P. 2d 212 (1997)

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 3

I. INTRODUCTION.....

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. 4

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

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. 5

. 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 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) 12/14/17 page 7 line16-20). 6

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.

II. 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(CP)10/12/2017 page 1 line 2-16
- (2) The trial court erred when it restricted my visitation rights and Imposed a
Lifetime Restraining order based on lies and a changing story (CP)6/2/16 page 4
line 1-8)Deposition Ashley Kuzior "Because we are married and my separate
property as well as my families property is also his. I told him this was not true
and that I had actually consulted an attorney about my separate property. He did
not like this response and hit me with the back of his hand. Vs. her 12/04/17 7

(RP) 12/04/17page 17line 1-22)” He assaulted me in the Hummer with a balled up fist causing me the worst pain I felt in my life. Pain tingled through my entire body” also (CP) 3/22/17 page16 line 6-11)Guardian at Latium sealed report “Nancy has said that her mom said her dad could come home at anytime but he does not love her Anymore I did confirm this was true with MS Kate”.

- (3) The court grossly eroded and exercised extreme prejudice when it made the statement (RP) 12/14/17 page 7 line16-20) “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(CP) 12/17/17 page 7 line 15-21)Divorce Decree above signature’s hand written “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)12/14/17 page 2 line15)
- (5) The Court grossly erred by not helping Ashley Kuzior with her illegal Drug use (RP) 12/14/17 page 11 line 9) “No. that’s not part of my order today. She can do what she wants” 8

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 prejudiced 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) 12/14/17 (RP) page 7 line 17) Court shows extreme Bias “That Mr. Kuzior is not creditable because he is obsessed with money
- (e) 12/14/17 (RP) page 15 line 10-23) Mr. Kuzior I need time because of the death in the family. It’s kind of imperative. If we plan it this soon, with the death in the family I would have to say,”No I cannot do that” Court than you don’t need to be here”. This showed extreme callous and a Biased Judicial process 9

III. 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; 10

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

IV. 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.

This resulted in comingling of personal, community and various trust assets. Both parties had substantial community personal and real property accumulated during the marriage 11

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 mother's help the original order should have been changed per the Commissioner Smits ruling both parents get mental evaluation (CP) 7/5/16 page 1 Line 5-22 Scope of Guardian at Ileum

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.

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 7/5/16. 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. 12

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.

V. 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. 13

RCW 26.09.080. *Stacofsky v. Starcofsky*, 90 Wn. App 135, 147, 951 P.2d 346 (1998), review denied, 136 Wn.2d 1010 (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. 2d 745, 751, 709 P. 2d 1196 (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.

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) 10/12/2017 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. 14

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.3d1138 (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.2d706 (1993) *Lavigne v. Green* 106 Wn. App. 12, 16, 23 P.3d 515(2001) 15

(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 statue

“Domestic Violence” means

- (a) Physical Harm, bodily injury assault of 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
- (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). 16

VI...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. 17

Dated ¹⁹~~21~~ Day November 2018

Skipper W Kuzior

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18