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Division II
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No. 52787-1-II

COURT OF APPEALS, DIVISION II
OF THE STATE OF WASHINGTON

NIA J. COLLINS, Respondent

v.

ROBERT L. COLLINS, Appellant

BRIEF OF RESPONDENT

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**I. ISSUES PERTAINING TO APPELLANT'S
ASSIGNMENTS OF ERROR**

- A. Whether the trial court acted properly when it denied Appellant's Motion to Compel Arbitration when the CR 2A agreement was clear that only matters in dispute were subject to arbitration, and decisions of the arbitrator were to be binding.
- B. Whether the trial court acted properly when it entered final pleadings which comported with the binding Arbitration Ruling, and Appellant did not attempt to modify, correct, or clarify the award within 20 days of receipt of the award pursuant to RCW 7.04A.200.
- C. Whether the trial court acted properly when it distributed property via the Final Divorce Order based on a detailed reconciliation signed under penalty of perjury, an extensive inquiry into the issue over the course of two hearings, and Robert's failure to identify specific objections to the reconciliation as directed by the court.
- D. Whether the trial court acted properly when it entered final pleadings which comported with the final and binding

Arbitration Ruling and allowed subsequent arbitration only for previously unresolved issues.

- E. Whether the trial court acted within its discretion when it denied Appellant's request for attorney's fees because the issues raised by Appellant had already been resolved at binding arbitration or were subject to subsequent arbitration pursuant to the final pleadings.
- F. Whether this Court should deny Appellant's request for attorney's fees when he has provided no evidence of his financial need or Respondent's ability to pay, nor has he provided any evidence of intransigence on the part of the Respondent.

II. STATEMENT OF THE CASE

The underlying action is dissolution of a marriage without children. The divorce proceeding was initiated by Nia Collins, wife/Respondent. This appeal was initiated by Robert Collins, husband/Appellant. For purposes of clarity, Nia Collins is hereinafter referred to as "Nia," and Robert Collins is referred to as "Robert."

Factual and Procedural Background

Robert and Nia Collins were married on November 30, 1984 and separated on August 9, 2017 when Nia Collins filed for dissolution in Pierce County Superior Court. CP 163. The parties do not have any children together. CP 165.

On May 31, 2018, the parties participated in mediation and entered into a Cr 2A agreement, which included terms of sale and distribution of real and personal property. CP 88. The CR 2A agreement included a provision which stated

Any disputes in drafting of the final documents or as to reserved and/or omitted issues shall be resolved by Norm Margullis in binding arbitration.

CP 87.

The parties disagreed on the matter of final pleadings, and the issue was brought to Mr. Margullis for arbitration per the CR 2A agreement. CP 145. On August 17, 2018, Mr. Margullis issued an Arbitration Ruling in which he stated that he had reviewed all of the submissions of the parties, had carefully considered each issue in dispute, and had determined that Nia's version of the final pleadings would be adopted, subject to some specific edits to reflect his determinations on the issues in dispute. CP 144-151. Nia made the necessary changes to the final

pleadings, which accurately reflected the binding Arbitration Ruling. CP 162-177. Nia submitted the final pleadings to Judge E. Murphy for entry on September 21, 2018. RP Vol. 1, p. 4. Additionally on September 12, 2018, Nia submitted her reconciliation of disbursements from the home sale proceeds in accordance with the Arbitration Ruling. CP 185-207.

Prior to the September 21, 2018 hearing to enter final orders, Robert objected generally to the entry of the final pleadings via declaration because the sale of the family home had not yet closed. CP 141-143. Since the sale of the home was not scheduled to close until after the hearing, Judge Murphy continued the hearing until September 28, 2018, and he instructed Robert to return with “specific objections to the proposed paperwork.” RP Vol. 1, p. 16-17. On September 25, 2018, Robert filed a Motion to Compel Arbitration to “...establish findings of fact and conclusions of law and decree of divorce.”¹ CP 159.

In his declaration in support of his Motion to Compel Arbitration, Robert noted that his specific objections to the final pleadings stemmed from unconfirmed penalties for late mortgage

¹ In filing his Motion to Compel Arbitration, Petitioner did not provide notice to the Respondent of his intention to initiate arbitration as required under RCW 7.04A.090(1).

payments, questions regarding the date (whether pre or post-separation) of charges on credit accounts, and the return of some farm equipment to Robert as personal property not subject to sale per the CR 2A agreement. CP 152-154. In response, Nia's counsel submitted a supplemental declaration setting forth a detailed reconciliation of the status of the house sale proceeds with minor revisions to the prior reconciliation filed in September 12, 2018. CP 223-242. The reconciliation included exhibits setting forth the final proceeds from the sale of the family home (which had closed on September 21, 2018), an up-to-date accounting of the arrearages and late charges incurred by Nia, and correspondence clarifying the sale and disbursement of the personal property of concern to Robert. CP 223-242.

The parties appeared again before Judge Murphy on September 28, 2018 for an order on the Robert's Motion to Compel Arbitration and for an order confirming arbitration and entry of final pleadings. RP Vol. 2. Notably, the Final Divorce Order included the option to arbitrate any disputes that would arise with respect to the nature and amount of charges due on credit accounts, and it specifically named the personal property due to Robert in accordance with CR 2A agreement. CP 167-177. Judge

Murphy stated that Robert's Motion to Compel Arbitration was denied because he sought to re-arbitrate the issue of the final pleadings, which had already been resolved by Mr. Margullis. RP Vol. 2, p. 26-27. Judge Murphy confirmed on the record that the final pleadings were in accordance with the arbitrator's ruling, denied Robert's Motion to Compel Arbitration, and entered the final orders in accordance with the arbitration award. RP Vol. 2, p. 24.

III. ARGUMENT

A. THE TRIAL COURT PROPERLY DENIED ROBERT'S MOTION TO COMPEL ARBITRATION WHEN THE FINAL PLEADINGS ACCURATELY REFLECTED THE PARTIES' CR 2A AGREEMENT AND BINDING ARBITRATION RULING

When determining whether an issue must be arbitrated, the court shall determine *de novo* whether the dispute falls within the scope of the agreement to arbitrate. *In re Marriage of Pascale*, 173 Wn. App. 836, 838, 295 P.3d 805 (2013). The court may not consider the merits of the controversy when determining whether arbitration is required, but only whether the party seeking

arbitration “has made a claim which *on its face* is governed by the contract.” *Id.* at 842.

The parties’ CR 2A agreement states:

In the event of a dispute in the drafting of final orders reflecting and incorporating this agreement, or subsequently in construing, implementing or effectuating this agreement, the parties agree to submit the dispute(s) to Norm Margullis in binding arbitration...

CP 94-95.

On its face, the agreement clearly limits arbitration to matters in dispute. However, the issues that Robert vaguely claims are in dispute have already been resolved at arbitration, and the arbitration award is binding and enforceable on the parties. As the record shows, no dispute remains beyond that preservation of particular issues as set forth in the Final Divorce Order (CP 176); therefore, these issues do not fall within the scope of the agreement to arbitrate.

According to Robert’s declaration in support of his Motion to Compel Arbitration, the issues that he contends require arbitration are 1) the arrearages incurred by Nia on the first mortgage, 2) the community property or post-separation charges

on credit accounts, and 3) the return of personal property to Robert that was sent for sale at auction. CP 152-154.

First, the Final Divorce Order states that Nia is responsible for all debts she has incurred since the date of separation and for the outstanding arrearages and late fees on the family home's first mortgage. CP 173. In a declaration undersigned by Nia's counsel dated September 25, 2018, the outstanding mortgage payments and late fees are included in the detailed reconciliation of disbursements, and the totals are supported by up-to-date ledgers found in Exhibit D of the declaration. CP 227-228. Second, the Final Divorce Order states that any disputes as to the community or post-separation charges on credit accounts shall be submitted to binding arbitration. CP 170. Nia does not object to arbitrating those extraneous matters pursuant to the notice and procedural requirements of RCW 7.04A. RP Vol. 2, p. 13.

Finally, the Final Divorce Order sets forth all of the personal property due to Robert pursuant to the CR 2A agreement. CP 171-173. Robert admits that he expects any personal property belonging to him will be returned by Nia. CP 154. The concerns raised by Robert have all been resolved either through completed performance under the CR 2A agreement, the dictates of the

binding Arbitration Ruling, or are specifically preserved by the arbitration provisions found in the Final Divorce Order.

Accordingly, the trial court did not err in denying Petitioner's Motion to Compel Arbitration when no issues remain in dispute.

B. THE TRIAL COURT'S ENTRY OF THE FINAL PLEADINGS WAS PROPER WHEN THE FINAL PLEADINGS COMPORTED WITH THE PARTIES' CR 2A AGREEMENT AND ARBITRATION RULING, AND ROBERT DID NOT REQUEST CORRECTION OR CLARIFICATION OF THE ARBITRATION AWARD UNDER RCW 7.04A.200.

An arbitration award is a form of final adjudication. *See Neff v. Allstate Ins. Co.*, 70 Wn. App. 796, 799-800, 855 P.2d 1223 (1993). Res judicata prevents re-litigation of claims which have previously culminated in a final judgment. *Kelly-Hansen v. Kelly-Hansen*, 87 Wn. App. 320, 328-29, 941 P.2d 1108 (1997). Res judicata also applies to claims that could have or should have been determined in a prior action. *Id.* at 329-330.

Public policy strongly favors finality of binding arbitration when a contract provision ordering binding arbitration is unambiguous. *Sales Creators, Inc. v. Little Loan Shoppe, LLC*, 150

Wn. App. 527, 531-32, 208 P.3d 1133 (2009). As such, Washington courts give substantial finality to arbitrator decisions rendered in accordance with the parties' contract and statutory rules governing arbitration. *Davidson v. Hensen*, 135 Wn.2d 112, 118, 954 P.2d 1327 (1998).

In the case before this Court, the CR 2A agreement between the parties states that:

Upon execution of all final pleadings necessary to conclude the parties' divorce case, Attorney [Susan Caulkins] shall have the pleadings entered by the Court. Any disputes in drafting of the final documents or as to reserved and/or omitted issues shall be resolved by Norm Margullis in binding arbitration. CP 87.

The CR 2A agreement unambiguously recognizes that disputes in the drafting of final documents or orders will be submitted for arbitration and that the rulings set forth by the arbitrator are binding. In this case, the arbitrator already made a ruling resolving any disputes related to the final pleadings when he adopted Nia's proposed pleadings and instructed certain edits. CP 149-151. Not only do the final pleadings clearly comport with the terms of the Arbitration Ruling on their face, Judge Murphy reviewed the documents and confirmed that the final pleadings

were in accordance with the parties' agreements. RP Vol. 2, p.23-24.

Because the final pleadings fully and accurately incorporate the arbitrator's instructions, it appears that Robert's actual basis for his objection lies with the final terms of the Arbitration Ruling.

However, Robert did not move the arbitrator to modify, correct, or clarify the award within 20 days of receipt of the award pursuant to RCW 7.04A.200. If Robert disagreed with the terms of the Arbitration Ruling, he could have and should have raised the issue within 20 days of the award. By agreeing to binding arbitration on the final pleadings, the parties consented to a final resolution of any disputes regarding the matter. The parties are now precluded from re-litigating the issues that have already resulted in a final judgment.

Robert asserts that the Final Divorce Order limits the arbitrator's involvement in the proceedings, in violation of the CR 2A agreement. This is not the case. The Final Divorce Order includes provisions which integrate and put to rest the issues resolved in the Arbitration Ruling and allows for continued arbitration of those issues which remain in bona fide dispute. CP 167-177. It is true that the final pleadings do not allow for

additional arbitration of those issues which have already been resolved at arbitration; instead, the final pleadings merely respect the binding nature of the arbitration provisions found in the CR 2A agreement.

Robert has not identified any issues still in dispute that are precluded from arbitration by the pleadings, nor has he identified how the final pleadings differ from those ordered by the Arbitration Ruling. Therefore, the trial court did not err when it entered final pleadings which are in accordance with the binding arbitration award and the CR 2A agreement.

C. THE TRIAL COURT'S DISTRIBUTION OF PROPERTY IN THE FINAL DIVORCE ORDER WAS PROPER BECAUSE IT WAS SUPPORTED BY SUBSTANTIAL EVIDENCE.

In reviewing the trial court's findings of fact, the reviewing court's role is simply to determine whether substantial evidence supports the findings of fact and, if so, whether the findings of facts support the court's conclusions of law. *Greene v. Greene*, 97 Wn. App. 708, 714, 986 P.2d 144 (1999). Substantial evidence is evidence sufficient to persuade a fair minded person of the truth of the declared premise. *Holland v. Boeing Co.*, 90 Wn.2d 384, 390-91, 583 P.2d 621 (1978). If the challenged findings of fact are

supported by the record, the reviewing court cannot substitute its judgment for that of the trial court. *Id.* at 391.

Robert's issue with the findings of fact entered by the trial court is that, by reference to the Final Divorce Order, it awards Respondent \$232,396 and awards Petitioner \$136,807 "without further elaboration." Pet'r's. Br. 12. However, the record indicates that the findings of fact are based on a highly detailed, fully elaborative declaration submitted to the court by Nia and by her counsel immediately after the sale of the family home closed. CP 185-207 and 223-242. The detailed reconciliations, the trial court's extensive inquiry into the issue over the course of two hearings, and Robert's failure to identify any specific objections to the reconciliations as directed by the court, serve as evidence sufficient to persuade a fair minded person that the findings of fact are true. Moreover, since the Findings and Conclusions about a Marriage and the Final Divorce Order accurately represent the bargained-for CR 2A agreement and Arbitration Ruling, the findings of fact support the conclusion of law that the disbursement of property is just and equitable.

Robert additionally contends that the Findings and Conclusions about a Marriage do not support the trial court's

judgment. Pet'r's Br. 12. However, as described above, the Findings and Conclusions about a Marriage are supported by substantial evidence and incorporate the terms of the Final Divorce Order (which incorporates the terms of the CR 2A agreement and the Arbitration Ruling); it follows, then, that the judgement rendered in the Final Divorce Order is supported by the substantiated findings.

Because the findings and judgment are supported by substantial evidence, the trial court did not err when it ordered distribution of property pursuant to the Final Divorce Order.

D. THE TRIAL COURT DID NOT LIMIT THE ARBITRATOR'S ROLE AS SET FORTH IN THE CR 2A AGREEMENT WHEN THE FINAL PLEADINGS ALLOWED FOR ARBITRATION OF THE REMAINING UNSETTLED ISSUES.

As important as the law enforcing agreements reached between parties, so is the law enforcing the finality of issues previously resolved in binding arbitration. *See Sales Creators, Inc.*, 150 Wn. App. at 531-32.

As discussed above, the trial court completed a detailed inquiry into the terms of the CR 2A Agreement and the Arbitration Ruling, and correctly determined that the arbitrator had resolved the issues raised by Robert in his Motion to Compel Arbitration.

RP Vol. 2, p.24. The issues that were not yet resolved were appropriately left open for resolution by arbitration in the Final Divorce Order. CP 176.

The CR 2A agreement was not modified, nor was the arbitrator's role limited when previously resolved issues were entered as final and not left open for re-arbitration. The trial court did not modify the parties' CR 2A Agreement or limit the arbitrator's future role, the pleadings merely incorporated the binding Arbitration Ruling's terms as final.

**E. THE TRIAL COURT PROPERLY DENIED
ROBERT'S REQUEST FOR ATTORNEY'S FEES
WHEN HE DID NOT PROVIDE THE COURT
WITH A LEGAL BASIS FOR AN AWARD OF
ATTORNEY'S FEES**

The trial court's decision on whether to award attorney's fees is reviewed for abuse of discretion; that is, the decision will not be reversed on appeal unless it is untenable or manifestly unreasonable. *Fernau v. Fernau*, 39 Wn. App. 695, 708, 694 P.2d 1092 (1984).

Robert contends that he should be awarded attorney's fees under RCW 26.09.140 for bringing his Motion to Compel Arbitration. The statute allows that

The court from time to time after considering the financial resources of both parties may order a party to pay a reasonable amount for the cost to the other party of maintaining or defending any proceeding under this chapter and for reasonable attorney's fees...in connection therewith...

RCW 26.09.140.

The purpose of this statute is to ensure that a person is not deprived of his or her day in court because they are financially disadvantaged. *Malfait v. Malfait*, 54 Wn.2d 413, 418, 341 P.2d 154 (1959). In awarding fees in a dissolution action, the trial court must balance the needs of the party requesting the fees against the ability of the opposing party to pay the fee unless the requesting party demonstrates intransigence on the part of the opposing party. *Mattson v. Mattson*, 95 Wn. App. 592, 604, 976 P.2d 157 (1999).

Here, since Robert did not present the trial court with any evidence of financial need, nor did he make a showing of intransigence on Nia's part, the court was well within its discretion to deny fees. The Arbitration Memorandum filed in support of Robert's Motion to Compel Arbitration merely stated "Respondent would move for an award of attorney's fees for the necessity of appearing and responding and moving for resolution by

arbitration.” CP 158. None of the documentation filed in support of Robert’s Motion to Compel provided any detail regarding Robert’s inability to pay his legal fees. CP 152-154, 159.

Additionally, Robert has not offered any evidence to show that Nia acted with intransigence at any point during the dissolution proceedings.

The trial court did not abuse its discretion when it denied Robert’s request for attorney’s fees.

F. THIS COURT SHOULD NOT GRANT ATTORNEY’S FEES ON APPEAL REQUESTED BY ROBERT BECAUSE HE HAS NOT DEMONSTRATED HIS FINANCIAL NEED OR INTRANSIGENCE ON THE PART OF NIA.

This Court may award costs and attorney fees under RCW 26.09.140 on appeal after considering the financial resources of both parties. *Matter of Marriage of Kaplan*, 4 Wn. App.2d 466, 488, 421 P.3d 1046 (2018). In its consideration of the parties’ financial resources, the appellate court balances the needs of the requesting party against the other party’s ability to pay. *Id.* An award of fees under this theory of recovery is typically limited to situations wherein one spouse, having received a majority of the parties’ total assets, is in a much better position to pay, and the other spouse already has an onerous financial burden. *In re*

Marriage of Morrow, 53 Wn. App. 579, 590, 770 P.2d 197 (1989).

One party's mere superior ability to pay does not alone meet the requirements of RCW 26.09.140. *In re Marriage of Rostrom*, 184 Wn. App. 744, 764, 339 P.3d 185 (2014).

In addition to the parties' ability to pay for legal services, the court may also award attorney's fees to the extent that one spouse's intransigence caused the other to require additional legal services. *Morrow*, 53 Wn. App. at 590-91. In determining whether a party engaged in intransigence, the court will consider whether the party made trial unduly difficult or costly, filed excessive motions, or engaged in "foot dragging and obstruction." *Bay v. Jensen*, 147 Wn. App. 641, 660, 196 P.3d 753 (2008).

Robert's request for attorney's fees fails on both theories of recovery. Regarding the financial resources of the parties, Robert asserts that he is due attorney's fees because Nia earns more than Robert. Pet'r's Br. 16. Not only does Robert fail to cite any legal authority to support this assertion, but *Rostrom* indicates that the fact that one party earning more than the other party is not a sufficient basis for an award of fees. 784 Wn. App. at 764. Robert has offered no evidence that he cannot pay for his legal services without incurring an onerous financial burden, nor has he offered

any evidence that Nia received a majority of the assets so as to leave her in a much better position to pay. In actuality, the record provides evidence that Robert is more than able to pay for the legal costs he has incurred. Mr. Collins was awarded valuable personal property, over \$136,000 in proceeds from the sale of the family home, and has no support obligation. CP 173-176.

Regarding the intransigence of the parties, Robert asserts that Nia refused to arbitrate the terms of the final orders, causing Robert to incur additional legal expenses. Pet'r's. Br. 17.

However, as discussed at length above, Nia has not refused to arbitrate any issues which have not already been resolved, and Robert has not provided Nia with the required notice of intent to arbitrate additional since the Arbitration Ruling was issued. Nia simply refuses to re-arbitrate matters that have already been resolved in binding arbitration.

Robert filed his Motion to Compel Arbitration after Judge Murphy gave him explicit instructions to provide the court with specific objections to the final pleadings presented for entry. RP Vol. 2, p. 26-27. Robert failed to identify any issues in dispute, and the Motion was denied. RP Vol. 2, p. 24. At the September 28, 2018 hearing for the entry of the final pleadings, Nia's counsel

stated that Nia intended to comply with the Final Divorce Order's terms which directed certain remaining issues for arbitration. RP Vol. 2, pp.13, 23. There is no evidence that Nia has acted in any way that would support an award of attorney's fees for intransigence.

Robert has failed to produce any evidence that he should be awarded attorney's fees from this Court under RCW 26.09.140, and his request should be denied.

IV. REQUEST FOR ATTORNEY'S FEES

a. Nia is entitled to attorney's fees due to Robert's intransigence and frivolous appeal

RAP 18.1(a) directs that the Court on appeal may award attorney fees as authorized by law. The court may award attorney's fees to the extent that one spouse's intransigence caused the other to require additional legal services. *Morrow*, 53 Wn. App. at 590-91. Intransigence may be found when a party made trial unduly difficult or costly, filed excessive motions, or engaged in "foot dragging and obstruction." *Bay v. Jensen*, 147 Wn. App. 641, 660, 196 P.3d 753 (2008).

Robert engaged in intransigence throughout the dissolution process. As Nia attempted to finalize the distribution of property,

Robert was unresponsive for weeks at a time when he was sent inquiries necessary to reconcile the parties' property and liabilities. CP 223-242, RP Vol. 2, p. 16. After dragging his feet and obstructing the reconciliation necessary to move forward with the entry of final pleadings, Robert then asserted that the issues were not settled and filed a baseless Motion to Compel Arbitration. CP 159. Robert chose not to participate in the reconciliation of the parties' property, significantly delaying entry of the final pleadings. RP Vol. 1, pp. 15-16, RP Vol. 2, pp. 4-9. After not participating in moving the dissolution toward finality, Robert inexplicably moved the court to return the entirety of the final pleadings to arbitration and hold the proceeds of the sale of the home hostage, again in an effort to cause delay and increase Nia's legal expenses.

As described at length above, the issues that Robert claimed were in dispute were either resolved or narrowed for arbitration. Robert's refusal to participate in the reconciliation of the parties' property and liabilities resulted in Nia incurring additional legal fees when she was required to defend a baseless motion and prepare the final pleadings and supporting documents without the cooperation of Robert.

RAP 18.9(a) states

Sanctions. The appellate court on its own initiative or on motion of a party may order a party or counsel...who uses these rules for the purpose of delay, files a frivolous appeal, or fails to comply with these rules to pay terms or compensatory damages to any other party who has been harmed by the delay or the failure to comply or to pay sanctions to the court.

RAP 18.9(a) thus allows for sanctions in the form of attorney's fees when an opposing party files a frivolous appeal. *Carrillo v. City of Ocean Shores*, 122 Wn.App. 592, 618-19, 94 P.3d 961 (2004). In making a determination, the Court reviews the record as a whole to evaluate whether the appeal "is so devoid of merit that no reasonable possibility of reversal." *Id.* at 619. *See also, Kearney v. Kearney*, 95 Wn. App. 405, 417-18, 974 P.2d 872 (1999).

Here, Robert's arguments are each totally devoid of merit, and he has not raised any debatable issues. The record before this Court supports only one conclusion -- that the final pleadings were supported by substantial evidence, comported with the CR 2A agreement and Arbitration Ruling, and were properly entered by the trial court. Regarding his requests for attorney's fees, Robert

not only misstates the law, but he also offers no factual basis under which fees should be granted to him.

Citing extensively to law and the factual record which Nia was forced to supplement due to the scant record provided by Robert, Nia has demonstrated that Robert's assignments of error are mere assertions unsubstantiated by law or fact. There should be no reasonable possibility of reversal on any of Robert's assignments of error, nor any reasonable possibility that his affirmative request for fees could be granted. Accordingly, Robert's appeal is frivolous and Nia is entitled to sanctions in the form of attorney's fees.

V. CONCLUSION

For the foregoing reasons, Respondent Nia Collins requests that this Court:

- (1) Affirm the trial court's denial of Robert's Motion to Compel arbitration because the final pleadings accurately reflect the arbitrator's binding direction and resolution of the matter;
- (2) Affirm the entry of the final pleadings entered by the trial court because they comported with the parties' agreements and re-litigation of the arbitration award is precluded by res judicata;

- (3) Affirm the Findings and Conclusions about a Marriage entered by the trial court because they support the court's judgment;
- (4) Affirm the final pleadings in this matter because the arbitrator's role was not limited when previously arbitrated issues were not allowed to be re-arbitrated;
- (5) Affirm the trial court's denial of attorney's fees because Robert did not submit any evidence of financial need or intransigence on the part of Nia;
- (6) Deny Robert's request that this Court award him attorney's fees because he has not made a showing of financial need or intransigence; and
- (7) Award Respondent Nia Collins reasonable attorney's fees because Robert's intransigence caused Nia to incur unnecessary legal fees, and under RAP 18.9(a) because Robert's appeal is frivolous.

DATED this 11 day of March, 2019.

RESPECTFULLY SUBMITTED,

DAVIES PEARSON, P.C.



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Appellate Court Case Title: In re the marriage of: Nia J. Collins and Robert L. Collins
Superior Court Case Number: 17-3-02968-7

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