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COURT OF APPEALS, DIVISION II
OF THE STATE OF WASHINGTON

In re the Marriage of:

DAVID MILLER,

Respondent,

v.

WENDY MILLER,

Appellant.

APPEAL FROM THE SUPERIOR COURT
FOR CLARK COUNTY
THE HONORABLE DEREK J. VANDERWOOD

REPLY BRIEF OF APPELLANT

LOU M. BARAN

SMITH GOODFRIEND, P.S.

By: Lou M. Baran
WSBA No. 19127

By: Valerie A. Villacin
WSBA No. 34515
Jonathan B. Collins
WSBA No. 48807

303 East 16th Street, Suite 109
Vancouver, WA 98663
(360) 699-1440

1619 8th Avenue North
Seattle, WA 98109
(206) 624-0974

Attorneys for Appellant

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I. INTRODUCTION

The process David used to secure Wendy's signature on final dissolution orders was irredeemably flawed. Despite being aware of and concerned about Wendy's mental health, David clearly sought to expedite the dissolution as quickly as possible, limiting Wendy's ability to fully participate in a process that ultimately left her with few assets and no spousal maintenance after the parties' 16-year marriage.

Notwithstanding her mental health issues, Wendy was never provided the time to consult with counsel, nor the necessary information to informedly enter into a settlement with David. After drafting the final orders with his attorney, David gave them to Wendy expecting she would sign them in "just a few minutes," and the resulting settlement unsurprisingly awarded David a disproportionate share of the marital estate, including total ownership of the community's most valuable assets. David did this all without ever suggesting that Wendy consult counsel, and without advising her of the value of the assets that he sought to award himself.

Appellant acknowledges the reluctance of courts to vacate final orders, particularly those that are purportedly entered by

agreement. However, the unique facts here are extraordinary and for that reason the law must provide a remedy. This Court should reverse the trial court's order denying Wendy's motion to vacate, and direct the trial court to vacate the dissolution orders. On remand, Wendy should be provided with the opportunity that she was deprived – a fair process by which a just and equitable division of the marital estate that the parties' amassed during their 16-year marriage can be made.

II. REPLY ARGUMENT

A. The final orders dissolving the parties' marriage must be set aside because Wendy did not informedly consent to a settlement that awarded David, the economically advantaged spouse, the majority of the community property. (Reply to Resp. Br. 19-25, 36-38)

David's defense of the final orders dissolving the parties' 16-year marriage minimizes the glaring flaws in the process he used to obtain Wendy's purported "agreement" to orders that left her with no spousal maintenance and a fraction of the community property that was set aside to David, even though she was unemployed and historically earned less income than David. It is clear from this record that, but for this unfair process, Wendy would not have informedly consented to such ruinous terms.

The underlying purpose of CR 60(b) is to provide relief precisely for cases like this one, where the result is tainted by unique and unjust circumstances. Civil Rule 60(b)(11), for instance, “vests power in courts adequate to enable them to vacate judgments whenever such action is appropriate to accomplish justice,” including where, as here, “irregularities which are extraneous to the action” call into question “the regularity of its proceedings.” *Flannagan v. Flannagan*, 42 Wn. App. 214, 221, 709 P.2d 1247 (1985) (quoted source omitted), *rev. denied*, 105 Wn.2d 1005 (1986).

The power granted by CR 60(b)(11) includes the authority to set aside settlements improvidently entered due to a lack of informed consent. *See Morgan v. Burks*, 17 Wn. App. 193, 199, 563 P.2d 1260 (1977) (vacating dismissal order under CR 60(b)(11) because the parties had not provided their informed consent to an “improvidently” entered settlement); *Graves v. P.J. Taggares Co.*, 25 Wn. App. 118, 126, 605 P.2d 348 (client’s failure to consent to attorney’s waiver of jury demand warranted vacation of judgment under CR 60(b)(11)), *rev. granted*, 93 Wn.2d 1015 (1980); *Haller v. Wallis*, 89 Wn.2d 539, 544, 573 P.2d 1302 (1978) (consent judgment may be set aside if “obtained by fraud or mutual mistake or that consent was not in fact given” (quoted source omitted)). The

proceedings here contained many irregularities, and the cumulative effect of those irregularities led to Wendy entering a settlement without informed consent, compelling vacation of the order dividing the parties' property. (App. Br. 19-20)

The evidence shows that David knew of and was concerned about Wendy's mental capacity around the time he began the dissolution process with the assistance of counsel. Yet he pursued and obtained Wendy's signature on a one-sided settlement just weeks after her release from a mental health facility and without a full and fair disclosure of the value of the community estate, including the value of their most valuable assets – his 401(k) and federal pension – which he awarded entirely to himself. And although he knew Wendy had not consulted with counsel, David expected she would review and sign “agreed” orders, which he was providing to her for the first time, in a matter of “just a few minutes.” (CP 289)

In his response, David primarily argues that there was nothing unusual about the sequence of events that led to entry of the final orders. (Resp. Br. 19-30) He contends that he and Wendy came to a “global settlement” (Resp. Br. 22), that Wendy “made no attempt to withdraw” her consent to the settlement (Resp. Br. 24), that she

never disputed that the marriage was “irretrievably broken” (Resp. Br. 25), and that the orders at issue “were not entered under rushed circumstances.” (Resp. Br. 21).

But this misrepresents the record and the multitude of flaws that plagued the underlying proceedings. In particular, David dismisses Wendy’s severe mental health issues, insisting that, “based upon [his] observation and experience,” Wendy’s mental health problems did not require hospitalization (Resp. Br. 10), her behavior was simply “manipulation . . . to gain sympathy” (Resp. Br. 11), her mental health challenges were “not manic behavior” (Resp. Br. 17), and thus could not “affect her capacity to make agreements.” (Resp. Br. 12)

But there is overwhelming evidence to the contrary, including David’s own contemporaneous text messages, like the one he sent urging Wendy to “take [her] medication” just a week before presenting her with the dissolution pleadings. (CP 286) Rather than dismissing Wendy’s actions as “not manic behavior,” or brushing it off as “manipulation,” as he now does, David had described Wendy’s behavior the month before he filed for dissolution as “unpredictable” — disappearing for days at a time with no explanation as to her whereabouts, (CP 269-72) — and he repeatedly

reminded her to take her medication and seek professional help. (CP 269-72) Indeed, after seeking the professional help that David implored she obtain, Wendy, who had suffered a manic episode, was admitted to Fairfax Behavioral Hospital, where she remained for two weeks due to suicidal ideation. (CP 65, 365-66)

Contrary to David's repeated assertions in his response brief, the record shows Wendy did dispute that the marriage was "irretrievably broken." (App. Br. 23; CP 289, 291, 294, 295-98) The coherent text messages Wendy managed to send to David often indicated she did not agree with the dissolution. (App. Br. 10; CP 289-91) Wendy did not want to move out of the family home but she was completely "dependent" on David and thus felt she "had no choice" but to do as he asked. (CP 357) Wendy repeatedly tried to reconcile, emphasizing her "regret" and stating that she had "calmed down so much" and wanted "to take care of [her] family." (CP 294) Based on the evidence, *if* there was any "manipulation . . . to gain sympathy" by Wendy (Resp. Br. 11), it was to downplay her mental health issues to save her marriage, so that she could return home and be with her family.

In any event, Wendy was in no position to "manipulate" anyone — she was unemployed, removed from the family home, and

in a mentally and emotionally fragile state. Wendy, who was not represented by counsel, was not in any frame of mind to fully understand the terms of the final orders that David gave her with only a “few minutes” to review and sign. David knew this, but nevertheless insisted on going through with the dissolution and had Wendy sign final orders that left her with no spousal maintenance, and only a fraction of the community assets that he allocated for himself.

The dissolution orders must be vacated under CR 60(b)(11) because the process by which David obtained Wendy’s signature on the final orders was simply not fair. Because of this process, Wendy could not have informedly consented to a settlement that left her with so little property and support after a 16-year marriage.

David claims that courts are limited in their ability to vacate settlements under CR 60(b)(11), absent there being an issue of consent “as between a client and the client’s attorney.” (Resp. Br. 38) But this argument fundamentally misreads this authority.

In *Morgan v. Burks*, 17 Wn. App. 193, for instance, the court affirmed an order vacating a dismissal order under CR 60(b)(11) because the plaintiffs had not provided their informed consent to an “improvidently” entered settlement. The court reasoned that

although their attorney had “recited the terms of the proposed settlement to the court” *while the plaintiffs were present*, the settlement should be set aside because the record failed to show that the plaintiffs “understood and agreed to the terms” of the settlement and thus could not “give their informed consent thereto.” *Morgan*, 17 Wn. App. at 199. In other words, CR 60(b)(11) relief was justified not simply because the attorney lacked the client’s authority to enter into the agreement — though that likely would have sufficed — but also because the record showed the clients did not understand the agreement and thus could not provide informed consent. The same is true here.

David also argues that a court may not invalidate a separation agreement under CR 60(b) unless a party “takes action contrary to . . . the agreement,” (Resp. Br. 23), relying on *Hammack v. Hammack*, 114 Wn. App. 805, 60 P.3d 663, *rev. denied*, 149 Wn.2d 1033 (2003), *Marriage of Thurston*, 92 Wn. App. 494, 963 P.2d 947 (1998), *rev. denied*, 137 Wn.2d 1023 (1999), and *Knies v. Knies*, 96 Wn. App. 243, 979 P.2d 482 (1999). But none of these cases *require* an express violation of a settlement agreement before a court may vacate it under CR 60(b).

These cases establish only that such a violation is a sufficient — rather than a necessary — condition for CR 60(b) relief. Nor do they involve the alarming and unique facts present here — where David drafted a one-sided agreement and then secured Wendy’s signature without providing adequate disclosure of the parties’ assets and values, sufficient time to review and understand the agreement’s terms, and without ensuring Wendy had sufficient opportunity to seek advice from independent counsel despite his awareness of her mental health issues. *Compare Knies*, 96 Wn. App. at 250-51 (affirming invalidation of separation agreement under CR 60 when the agreement “eliminate[d] any possibility that [Wife] would obtain her one-half interest in [Husband’s] pension.”); *Hammack*, 114 Wn. App. at 809 (invalidating agreement where husband promised wife that she would be exempt from child support payments); *Thurston*, 92 Wn. App. at 503-04 (affirming partial vacation of settlement agreement under CR 60 when husband failed to convey property interests to wife). In particular, these cases involved a full and fair disclosure of assets and procedurally sufficient process, while the litigants, who were represented by counsel, did not exhibit the same mental capacity concerns that Wendy does. By comparison, the relative banality of these cases

highlights the “extraordinary circumstances” present here, thus justifying reversal under CR 60(b)(11).

Hansen v. Hansen, 24 Wn. App. 578, 602 P.2d 369 (1979) is also instructive as to the authority of trial courts to relieve a spouse from an onerous settlement, even though it did not arise under CR 60. In *Hansen*, the court affirmed modification of an unfair separation agreement even though neither party expressly violated its terms. The court reasoned that the agreement was unfair in part because “it was based on an agreement drafted by an attorney who served both as a religious and legal counselor; it did not take into account Mr. Hansen's financial status; it failed to divide the parties’ rights in Mr. Hansen's pension; and, finally, Mr. Hansen was not represented by counsel.” 24 Wn. App. at 580-81. This case bears the same flaws present in *Hansen* and more.

David nominally attempts to distinguish *Hansen* by pointing out that the agreement at issue was executed prior to the dissolution action. (Resp. Br. 36-37) But this fact was not central to the court’s holding that “a trial court has the authority to modify an agreement . . . if it finds that the agreement is unfair.” 24 Wn. App. at 581. The purportedly agreed settlement here is similarly unfair given the numerous irregularities in the proceedings. In particular, unlike the

trial court in *Hansen*, there was no evidence that the judge who entered the final orders in this case, independently determined whether it was fair when entered as required by RCW 26.09.070(3). Nor could a judge have made that determination in light of the lack of values for any of the assets distributed by the decree. At a minimum, the judge who entered the final orders should have questioned whether there was even an agreement when Wendy's signature only appeared on the last page of the orders and not the attached exhibits setting out the actual property division. (*See CP 48-50, 54-56*)

Under the circumstances, the trial court abused its discretion in denying Wendy's motion to vacate. The irregularities that permeated the process, which concluded in the entry of final orders that disproportionately favor David, the economically advantaged spouse, were so great that vacation was warranted under CR 60(b)(11).

B. David violated his fiduciary duty of good faith and fair dealing by expediting the dissolution without providing Wendy a full and fair disclosure of all marital assets or an adequate opportunity to seek independent advice from counsel. (*Reply to Resp. Br. 30-37, 44-49*)

The irregularities here which resulted in an unfair settlement are especially alarming because of the relationship of the parties,

who were not dealing with each other at arm's length. David owed a fiduciary duty of good faith to Wendy, which he breached by obtaining her signature on final orders that were so adverse to her during a time when he knew her mental health was suffering. *Marriage of Lutz*, 74 Wn. App. 356, 369, 873 P.2d 566 (1994) (“Spouses owe each other the highest fiduciary duties.” (quoted source omitted)) (App. Br. 25-29). This duty requires spouses to not only “enter into agreements in good faith but, as with contracts generally, to deal with each other fairly so that each may obtain the benefit of the other’s performance.” *Marriage of Sanchez*, 33 Wn. App. 215, 218, 654 P.2d 702 (1982). Accordingly, this court should reverse under CR 60(b)(4), which allows relief due to “misconduct of an adverse party.”

David contends these authorities are inapplicable because he did not intentionally mislead Wendy. (Resp. Br. 32-37) But the fiduciary duty owed between spouses is not merely a prohibition against misrepresentation. Indeed, such a duty would be meaningless if its sole purpose was to prevent spousal fraud and nothing else. Even in “the absence of a fiduciary relationship” Washington courts “requir[e] a duty to disclose in commercial transactions.” *Seals v. Seals*, 22 Wn. App. 652, 655-56, 590 P.2d

1301 (1979). Surely, to mean anything, the “highest fiduciary duty” of good faith and fair dealing owed between spouses must include that and more. *Lutz*, 74 Wn. App. at 369.

David’s fiduciary duty required that he provide Wendy with “a full and fair disclosure of all material facts relating to the amount, character and value of the property involved so that she [would] not be prejudiced by the lack of information, but [could] intelligently determine whether she desire[d]” to enter the separation agreement. *Friedlander v. Friedlander*, 80 Wn.2d 293, 302, 494 P.2d 208 (1972). It also required that he recommend Wendy retain legal representation and explain “why it is so important that [] she seek the advice of independent counsel.” *Marriage of Foran*, 67 Wn. App. 242, 254, 843 P.2d 1081 (1992).

Nothing in the record shows that David disclosed to Wendy the value of his 401(k) — valued at over a half million dollars — which was entirely awarded to him, along with his federal pension that he earned almost entirely during the marriage. Nor is there evidence that David provided Wendy a copy of the final orders incorporating their purported settlement before he arranged for Wendy to sign them, suggesting to her that she needed “just a few minutes” to review them. (CP 289)

Despite David acknowledging Wendy’s mental health symptoms include “apathetic responses despite the importance or severity of the situation” (CP 88), there is no evidence that David ensured that Wendy was capable of fully understanding the terms of the final orders that he was presenting to her. Nor does the record show that David ever suggested to Wendy that she obtain independent counsel to assist her, never mind explain the reason retaining independent counsel might be to her benefit, even though he had his own counsel. *Foran*, 67 Wn. App. at 254. These failures are plainly contrary to the duty of good faith and fair dealing that the law imposes on spouses. *See, e.g., Seals*, 22 Wn. App. at 655 (A spouse’s duty of good faith and fair dealing “does not cease upon contemplation of the dissolution of marriage.”); *see also* App. Br. 33-36.

David insists that “there is no evidence that Wendy was unaware of the value of property in David’s name,” but this argument upends the relevant legal standard. “The burden of proving good faith in a transaction between a husband and wife is upon the party asserting good faith,” – here, David. *Marriage of Cohn*, 18 Wn. App. 502, 505, 569 P.2d 79 (1977). David contends that, as in *Cohn*, Wendy had sufficient knowledge here. But in *Cohn*, the court

concluded that there was circumstantial evidence establishing that the wife either knew or “should have had such knowledge” regarding the husband’s income. 18 Wn. App. at 508. This evidence included, among other things, that “material relating to the separate accounts was mailed to the Cohn residence, often left open in the house and placed in a desk to which both parties had access.” 18 Wn. App. at 508. There is no such circumstantial evidence in the record here, and David’s assurance that Wendy knew about his accounts is not sufficient. 18 Wn. App. at 506-07 (the husband’s testimony that the wife “was fully aware of the extent of his property” was not sufficient, requiring examination of circumstantial evidence). Further, the agreement at issue in *Cohn* was prepared by an attorney the wife had chosen herself. 18 Wn. App. at 510. Wendy, who David knew already suffered from a diminished mental capacity, was not represented at all.

Marriage of Curtis, 106 Wn App. 191, 23 P.3d 13, *rev. denied*, 145 Wn.2d 1008 (2001) is similarly distinguishable. (Resp. Br. 45-49) In that case, the wife sought relief under CR 60 based *solely* on the “overall fairness of a settlement,” and the court properly held that such relief is inappropriate simply because an agreement “arguably favors one spouse over another.” 106 Wn. App. at 198. Unlike *Curtis*,

the settlement here — in addition to its substantive unfairness — resulted from a fundamentally flawed process. For example, the wife in *Curtis* did not exhibit Wendy’s diminished mental capacity and was represented by independent counsel.

David also claims that cases involving prenuptial agreements are inapplicable here insofar as they discuss a spouse’s fiduciary duty of good faith and fair dealing. (Resp. Br. 35-36, distinguishing *Foran* and *Marriage of Bernard*, 165 Wn.2d 895, 204 P.3d 907 (2009)) But he cites no authority suggesting that this duty generally applicable to contracts between spouses applies any differently in the context of a separation agreement. On the contrary, “the courts are required to carefully scrutinize transactions between spouses because of the confidential relationship between them.” *Peste v. Peste*, 1 Wn. App. 19, 22-23, 459 P.2d 70 (1969); *see also Marriage of Sievers*, 78 Wn. App. 287, 311, 897 P.2d 388 (1995) (“[A] party to a property settlement agreement owes a fiduciary obligation and a duty of good faith and fair dealing . . . Any deliberate effort to . . . subvert the agreement is a breach of the fiduciary obligations of marriage and a blatant violating of the duties of good faith and fair dealing in the contractual relationship.”).

David presented Wendy with a settlement that his counsel prepared without ever providing Wendy a full valuation of all assets available for division, then gave her “just a few minutes” to review the pleadings and sign them. He did this without ever recommending that Wendy consult independent counsel, despite knowing her vulnerable mental state. This violated his fiduciary duty of good faith and fair dealing and justifies reversal of the order denying Wendy’s motion to vacate under CR 60(b)(4), in addition to (b)(11).

C. David wrongly equates “unsound mind” under CR 60(b)(2) to the standard for whether an individual is competent to testify under RCW 5.60.050. (Reply to Resp. Br. 38-42)

Because Wendy’s substantial mental health deficiencies prevented her from understanding the terms and the consequences of the final orders, the court should reverse under CR 60(b)(2), which allows a court to vacate an order resulting from “proceedings against a . . . person of unsound mind.” There is substantial evidence illustrating the severe mental challenges Wendy suffered before, during, and after the final orders were signed, including David’s own admitted concern that her condition made her “apathetic” towards important matters. (CP 88)

David contends that CR 60(b)(2) should only be used to vacate settlements if the person is either not competent to testify, or “insane.” (Resp. Br. 39-40, citing *State v. Smith*, 97 Wn.2d 801, 650 P.2d 201 (1982), and *State v. Wyse*, 71 Wn.2d 434, 429 P.2d 121 (1967)) But neither of those cases address a court’s authority under CR 60(b)(2) to vacate a settlement agreement when one party lacked the mental capacity to knowingly and voluntarily enter into a settlement with full knowledge of their rights. *Smith* involved whether an individual is competent to testify under CrR 6.12(c) and RCW 5.60.050, which both provide that a person of “unsound mind” is not competent to testify. *Smith*, 97 Wn.2d at 802-03. The *Smith* court relied on *Wyse*, which held that the term “unsound mind” refers to “those persons only who are commonly called insane; that is to say, those suffering from some derangement of the mind rendering them incapable of distinguishing right from wrong.” *Wyse*, 71 Wn.2d at 436 (quoting *State v. Hardung*, 161 Wash. 379, 381, 297 P. 167 (1931)).

However, simply because one statute or court rule uses the same term as another does not mean that the same definition applies to both. Indeed, the meaning of a term may vary depending on its context. *See, e.g., Graham v. Washington State Bar Ass’n*, 86 Wn.2d

624, 626, 548 P.2d 310 (1976) (noting that the same term can have different meanings when used in different statutes). In the context of exercising its equitable and discretionary authority to set aside settlements, as in this case, the court should focus on the relevant context and treat the validity of the settlement like any other contract. *See Martinez v. Miller Indus., Inc.*, 94 Wn. App. 935, 942, 974 P.2d 1261 (1999) (“Final judgments entered by stipulation or consent are contractual in nature.”); *see also Estate of Harford*, 86 Wn. App. 259, 262, 936 P.2d 48 (1997) (“The principles of the law of contracts apply to review of settlement agreements.”), *rev. denied*, 135 Wn.2d 1011 (1998).

Thus, the focus here must be on whether Wendy had the “mental capacity to contract” or “possessed sufficient mind or reason to enable [her] to comprehend the nature, terms and effect of the contract in issue.” *See Page v. Prudential Life Ins. Co. of America*, 12 Wn.2d 101, 109, 120 P.2d 527 (1942). And in this case, she did not, given the rushed manner in which David had her sign the final orders, her fragile mental state due to only being recently released from a psychiatric hospital, and the lack of full disclosure of the value of the parties’ assets.

David did not reevaluate the fundamental fairness of the dissolution process even when, in a separate criminal proceeding, a court questioned whether Wendy was competent to stand trial and ordered that she undergo a competency evaluation. (CP 339, 459) And while that court ultimately found Wendy to be competent on July 26, 2018 (CP 459-62), competency to face criminal charges has no bearing on whether Wendy possessed sufficient mental capacity “to comprehend the nature, terms and effect of the” settlement, let alone the substantially one-sided final orders she signed 10 weeks prior. *Page*, 12 Wn.2d at 109. Indeed, the fact the court believed a competency evaluation was necessary illustrates the seriousness of her mental issues and completely undermines David’s assertion that Wendy was merely manipulating others to gain sympathy.

D. David skirted procedural rules to fast-track this dissolution, resulting in entry of final orders that should be vacated under CR 60(b)(1). (Reply to Resp. Br. 26-30)

While David claims he did not “rush” the process, he signed the dissolution orders less than 30 days after filing for dissolution. This violates the statutory 90-day period and Clark County Local Rule (CCLR) 4.1(a), which provides that a “declaration in lieu of testimony must be made after the expiration of the ninety (90) day period.” CCLR 4.1(a); RCW 26.09.030.

David contends that the word “made” refers to when the declaration is filed, rather than when it is signed. But this interpretation is contrary to the purpose of the rule, which is intended as a “cooling off” period to “allow time for reflection and to act as a buffer against ‘spur of the moment’ arbitrary action.” *Buecking v. Buecking*, 179 Wn.2d 438, 445, ¶ 16, 316 P.3d 999 (2013) (quoted source omitted), *cert. denied*, 135 S.Ct. 181 (2014). “The arbitrary action that the 90–day requirement seeks to avoid is a hasty end to the marriage without time for considering whether dissolution is truly what the parties want.” *Buecking*, 179 Wn.2d at 445, ¶ 16.

David dismisses this error, repeatedly claiming that Wendy never disputed that the marriage was irretrievably broken. (Resp. Br. 26-30) But Wendy *did* dispute the marriage was irretrievably broken (App. Br. 21-24; CP 289, 291, 294, 295-98), in addition to the statement that “the division of property contained in the Findings and Conclusions about a Marriage is a fair and equitable division.” (See CP 58)

Had the judge to whom the dissolution orders were presented known that Wendy disputed that the marriage was irretrievably broken, they could not have entered them, without first making their own finding that the marriage was irretrievably broken, ordering the

parties into counseling, or delaying entry of the final orders for 60 days. RCW 26.09.030(c)(ii). Nor could the judge have found that the division of the parties' assets and debts was "fair (just and equitable)." Whether a property division is "just and equitable" requires consideration of the "economic circumstances of each spouse [] *at the time the division of property is to become effective.*" RCW 26.09.080(4) (emphasis added).

Because the dissolution orders and David's declaration were signed less than 90 days after he filed the petition for dissolution was an irregularity under CR 60(b)(1) warranting vacation because it undermined the policy underlying RCW 26.09.030 and the statutory waiting period.

Because of these irregularities, the trial court abused its discretion when it denied Wendy's motion for relief from the final dissolution orders under CR 60. This Court should reverse under CR 60(b)(1), (2), (4), and (11). The trial court also abused its discretion when it denied Wendy's request for attorney fees, and this Court should award Wendy attorney fees on appeal. (App. Br. 40-41; RCW 26.09.140; RAP 18.1)

III. CONCLUSION

For the foregoing reasons, this Court should reverse, remand for the trial court to vacate the final dissolution orders, and award Wendy her attorney fees on appeal.

Dated this 15th day of April, 2020.

LOU M. BARAN

SMITH GOODFRIEND, P.S.

By: s/ Lou Baran

By: s/ Valerie A. Villacin

Lou Baran
WSBA No. 19127

Valerie A. Villacin
WSBA No. 34515
Jonathan B. Collins
WSBA No. 48807

Attorneys for Appellant

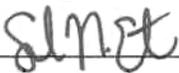
DECLARATION OF SERVICE

The undersigned declares under penalty of perjury, under the laws of the State of Washington, that the following is true and correct:

That on April 15, 2020, I arranged for service of the foregoing Reply Brief of Appellant, to the court and to the parties to this action as follows:

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