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January 15, 2016
Court of Appeals
Division I
State of Washington

NO. 72758-3-I

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

(Whatcom County Cause No. 09-4-00039-9)

IN RE THE ESTATE OF LANGELAND:

**JANELL BOONE, an individual,
Appellant/Cross-Respondent,**

vs.

**SHARON DROWN, an individual
Respondent/Cross-Appellant.**

RESPONDENT / CROSS-APPELLANT DROWN'S REPLY BRIEF

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TABLE OF CONTENTS

I. INTRODUCTION.....	1
II. REPLY ARGUMENT.....	1
A. No Longer Being in Possession of the Funds is not a Defense.....	1
B. Boone was on Notice of the Appeal.....	2
C. Boone Withdrew Both Drown’s and the Estate’s Funds from the Court Registry.....	3
1. Appropriate Circumstances for Restitution under <i>Ehsani</i> and RAP 12.8.....	3
2. Counsel for Boone does not dispute that Janell Boone, at a minimum, is liable to Drown for the funds taken from the registry of the court...5	
3. Boone failed to give notice to Drown that the funds were withdrawn from the court registry...6	
D. Boone’s Factual Premise for Her Arguments is Incorrect. At no time between March 2009 and June 7, 2011, did Michael Olver or Helsell Fetterman, LLP, represent the Estate, or the Estate’s assets or interests.....	6
E. Any argument that the legal fees awarded, or funds taken, were not for the vacated fee award against Drown and in favor of Boone, are inconsistent with prior pleadings filed and arguments made by counsel for Boone.....	9

F. Boone Continues to Ignore the “Law of the Case” in an Attempt to Litigate Issues Resolved in the First Appeal.....	10
G. Trial Court’s Award of Attorney Fees was Vacated on Remand Consistent with this Court’s Ruling.....	13
H. Attorney Fees and CR 11.....	14
1. Boone’s Request for Attorney Fees Should be Denied.....	14
2. Drown is Entitled to Her Attorney Fees in this Second Appeal.....	14
III. CONCLUSION.....	16

TABLE OF AUTHORITIES

Washington Supreme Court

<i>Adamson v. Traylor</i> , 66 Wn.2d 338, 402 P.2d 356 (1965).....	11
<i>Ehsani v. McCullough Family Partnership</i> , 160 Wn.2d 586, 159 P.3d 407 (2007).....	4, 5
<i>Folsom v. Cty. Of Spokane</i> , 111 Wn.2d 256, 759 P.2d 1196 (1988).....	11, 12
<i>Greene v. Rothschild</i> , 68 Wn.2d 1, 402 P.2d 356...	11, 12
<i>In re Estate of Jones</i> , 152 Wn.2d 1, 93 P.3d 147 (2004).....	3
<i>Lutheran Day Care v. Snohomish County</i> , 119 Wn.2d 91, 829 P.2d 746 (1992).....	11
<i>Young v. Young</i> , 164 Wn.2d 477, 191 P.3d 1258 (2008).....	5

Washington State Court of Appeals

<i>D.L.S. v. Maybin</i> , 130 Wn.App. 94, 121 P.3d 1210 (Div. 1, 2005).....	9
<i>Estate of Langeland</i> , 177 Wn.App. 315, 312 P.3d 657 (Div. 1, 2013).....	3, 5, 10, 12, 13, 14, 16
<i>Johnson v. Jones</i> , 91 Wn.App. 127, 955 P.2d 826 (Div. 1, 1998).....	16

<i>State v. Schwab</i> , 134 Wn.App. 635, 141 P.3d 658 (Div. 1, 2006).....	13
<i>Stiles v. Kearney</i> , 168 Wn.App. 250, 277 P.3d 9 (Div. 2, 2012).....	15
<i>Wellman & Zuck v. Hartford Fire</i> , 170 Wn.App. 666, 285 P.3d 892 (Div. 1, 2012).....	15

Court Rules

CR 11.....	14
RAP 12.8.....	4, 5
RAP 18.1.....	14
RAP 18.9.....	14, 15, 16
RAP 18.9(a).....	15
RPC 7.1.....	5, 6

Appendices

CR 11.....	Appendix A
RAP 18.1	Appendix B
RAP 18.9	Appendix C
RPC 7.1	Appendix D

I – INTRODUCTION

Boone and her counsel owe Drown \$67,714.33, plus interest at 12% per annum from August 24, 2011.

In an attempt to avoid payment, Boone and her counsel argue that they no longer have the money and pretend like the first appeal never happened. Of interest, Boone's counsel have abandoned their client and focus on what they wrongfully received and what they do not want to pay.

II – REPLY ARGUMENT

A. No Longer Being in Possession of the Funds is not a Defense.

Drown could not find a case in Washington where a person or party removed funds from a court registry (or stole funds from another), and was not required to pay the funds back because that person or party was no longer in possession of the funds. Boone cites no legal authority for this argument and presents no evidence of where the funds are or went. Boone's Reply Brief and Response to Cross Appeal, 14. No document is provided which demonstrates where the funds presently are.

B. Boone was on Notice of the Appeal.

On May 26, 2011, following trial, the trial court entered Findings of Fact, Conclusions of Law and Orders. CP 1287. On June 6, 2011, Drown filed and served her Notice of Appeal, which included an appeal of the award of attorney fees. CP 1292. In June 2011, \$101,498.82 was deposited in the registry of the Court. CP 97; CP 101. On August 12, 2011, the trial court entered its Order Granting Motion for Attorney's Fees & Costs; Granting Non-Intervention Powers; and Granting Other Post Trial Motions (which was later vacated). CP 1540.

On August 24, 2011, Helsell Fetterman, LLP, withdrew funds totaling \$101,498.82 from the registry of the Court. CP 97; CP 101. On August 26, 2011, a \$70,000 Judgment was entered against Drown (which was later vacated). Boone and her counsel were aware that the Findings of Fact, Conclusions of Law and Orders were being appealed. Boone and her counsel knew that there was a possibility of reversal of the rulings on appeal. However, they withdrew the funds without giving notice to Drown or filing a satisfaction of judgment. Until an estate is closed, the

beneficiaries may not treat estate property or funds as their own.

In re Estate of Jones, 152 Wn.2d 1, 15, 93 P.3d 147 (2004).

C. Boone Withdrew Both Drown's and the Estate's Funds from the Court Registry.

1. Appropriate Circumstances for Restitution under *Ehsani* and RAP 12.8.

Hellsell Fetterman, LLP, was awarded a judgment for \$70,000 of their attorney fees following trial. CP 1544. This award was reversed on appeal. CP 1544; *Estate of Langeland*, 177 Wn.App. 315, 329, 312 P.3d 657 (Div. 1, 2013) *rev. denied* 180 Wn.2d 1009 (2013). Of the \$101,498.82 withdrawn, Hellsell Fetterman, LLP, withdrew \$31,498.82 from the registry of the court without any legal authority whatsoever. CP 98. Hellsell Fetterman, LLP, wrongfully withdrew the remaining \$70,000.00 from the registry of the Court before entry of Judgment, while the terms and conditions of supersedeas were being briefed, argued and considered, and before the terms and conditions of supersedeas were determined by court Order. *Id.* Janell Boone and Hellsell Fetterman, LLP, the possessor of the funds, are jointly and severally liable to Drown for funds in their possession.

If a party has voluntarily or involuntarily partially or wholly satisfied a trial court decision which is modified by the appellate court, the trial court shall enter orders and authorize the issuance of process appropriate to restore to the party any property taken from that party, the value of the property, or in appropriate circumstances, provide restitution. An interest in property acquired by a purchaser in good faith, under a decision subsequently reversed or modified, shall not be affected by the reversal or modification of that decision.

RAP 12.8.

Boone, in her Response cites ***Ehsani v. McCullough Family Partnership***, 160 Wn.2d 586, 159 P.3d 407 (2007). In *Ehsani*, a judgment was entered against Ehsani. Ehsani then paid the judgment to McCullough's attorney, who in turn used it for his attorney fees. *Id.* at 593-94. The court in *Ehsani* stated the purpose of restitution under RAP 12.8 "is to remedy unjust enrichment," and unjust enrichment is one of the "appropriate circumstances" for restitution under RAP 12.8. *Id.* at 594. The *Ehsani* court reasoned that in *Ehsani* the attorney was not unjustly enriched:

"Cullen [McCullough's attorney] received payment from the McCulloughs for legal services rendered pursuant to a preexisting fee agreement. It is true that this receipt constituted a benefit, at least indirectly, provided by

Ehsani, but it does not follow that Cullen was unjustly enriched at Ehsani's expense.”

Id. at 595.

In this case, the funds in the registry of the court were Estate and/or Drown’s funds. Helsell Fetterman, LLP, was unjustly enriched by taking Drown’s and the Estate’s funds. ***Young v. Young***, 164 Wn.2d 477, 484, 191 P.3d 1258 (2008). Drown is entitled to restitution from Helsell Fetterman, LLP, and Boone, jointly and severally, under RAP 12.8 and *Ehsani*.

2. Counsel for Boone does not dispute that Janell Boone, at a minimum, is liable to Drown for the funds taken from the registry of the court.

Boone does not offer any argument as to why Boone herself is not required to pay Drown the funds taken from the registry of the court. *See* Boone’s Reply Brief and Response to Cross Appeal; *see also* Opening Brief of Appellant. It is obvious Boone’s counsel argues to protect counsel and not its client.¹ ***Estate of Langeland***, 177 Wn.App. 315; CP 58.

¹ Comment 10 to RPC 1.7 states, in part:
Personal Interest Conflicts

3. Boone failed to give notice to Drown that the funds were withdrawn from the court registry.

Boone argues that Drown did not assign error to the payment of these funds from the court registry in the prior appeal. Boone's Reply Brief and Response to Cross Appeal, 25. Boone withdrew the funds from the court registry on August 24, 2011. CP 98. Boone neither provided notice to Drown nor filed the required satisfaction of judgment. *Id.* Drown first learned that the funds were taken out of the court registry on September 22, 2014, after the first appeal. *Id.*

D. Boone's Factual Premise for Her Arguments is Incorrect. At no time between March 2009 and June 7, 2011, did Michael Olver or Hessel Fetterman, LLP, represent the Estate, or the Estate's assets or interests.

On January 23, 2009, Boone was appointed Administrator for the Estate. CP 463. At the time of Boone's appointment, Barry Myers of Elder Law Offices of Barry M. Meyers, P.S., represented

[10] The lawyer's own interests should not be permitted to have an adverse effect on representation of a client. For example, if the probity of a lawyer's own conduct in a transaction is in serious question, it may be difficult or impossible for the lawyer to give a client detached advice.

Boone. *Id.* On February 19, 2009, Boone's letters were revoked, and Carolyn Lenington was appointed Administrator. CP 508.

On March 6, 2009, Brian Hansen (Hansen) appeared on behalf of Carolyn Lenington (Lenington), Administrator. CP 376. On March 10, 2009, Amended Letters of Administration were issued to Carolyn Lenington. CP 376.

Brian Hansen, attorney for the Estate between March 2009 and June of 2011, declared that during his representation of the Estate: (1) At no time did he request that Michael Olver (Olver) of Helsell Fetterman, LLP, defend any claims brought by Sharon Drown, or to represent the Estate in any manner; (2) at no time did he ask Olver of Helsell Fetterman, LLP, to perform any work on behalf of the Estate; (3) at no time did he authorize Olver or any attorney at Helsell Fetterman, LLP, to perform any work on behalf of the Estate, or to undertake any administrative tasks on behalf of the Estate; (4) at no time did Olver or any attorney at Helsell Fetterman, LLP, file or serve any pleading or notice on him or the Administrator with any claim for legal fees related to the administration of the Estate; (5) at no time did Michael Olver or

Helsell Fetterman, LLP, advise him that they were doing any work on behalf of the Estate, and if they had so advised he would have directed them to stop that work; and (6) during that time period, Hansen, Lennington and Sharon Drown were the only people doing anything to benefit the Estate. CP 366-68.

Lenington declared that: (1) at no time did she request that Michael Olver or Helsell Fetterman, LLP, defend against claims brought by Sharon Drown, or represent her as an Administrator of the Estate in any manner; (2) she did not ask or authorize Michael Olver or any attorney at Helsell Fetterman, LLP, to perform any work on behalf of her or the Estate, or undertake any administrative tasks on behalf of the Estate; (3) at no time did Olver or Helsell Fetterman, LLP, advise her that they were doing any work on behalf of her or the Estate, and if so advised, she would have directed them to stop that work; and (4) on numerous occasions Sharon Drown spent time directly benefiting the Estate, maintaining Estate assets, and helping with business affairs. CP 363-365.

Boone's counsels' claim that they were somehow acting for the benefit of the Estate does not make it a fact. "Apparent authority can be inferred only from the acts of the principal, which cause the third party to 'actually, or subjectively, believe that the agent has authority to act for the principal.'" *D.L.S. v. Maybin*, 130 Wn.App. 94, 101, 121 P.3d 1210 (Div. 1, 2005)(citing *Hansen*, 85 Wn.App. 424, 430, 932 P.2d 724 (1997)).

E. Any argument that the legal fees awarded, or funds taken, were not for the vacated fee award against Drown and in favor of Boone, are inconsistent with prior pleadings filed and arguments made by counsel for Boone.

Counsel for Boone requested the fee award in equity, and removed any fees requested having to do with administrative work. CP 1991.

At the August 12, 2011, hearing, counsel for Boone argued that the \$98,000 should be changed to \$70,000 on the Court's order. "Your Honor, I really don't see any reason why findings that have been in front of you since the middle or early July cannot be entered today changing the \$98,000 to the

\$70,000..." CP 1876. "The places where the court would need to change the number are on page three and page five." *Id.*

On August 12, 2011, counsel for Drown argued before the trial court that the order being entered was contrary to continuing the supersedeas issue out two weeks, and that the order, as written, ordered the clerk to give a check to Helsell Fetterman, LLP. *Id.*

F. Boone Continues to Ignore the "Law of the Case" in an Attempt to Litigate Issues Resolved in the First Appeal.

Boone failed to establish the existence of a separate property agreement at trial and lost this issue during the first appeal:

As a matter of law, Boone failed to overcome the joint property presumption with respect to all three contested probate assets (business, home, and 36-foot sailboat).

Estate of Langeland, 177 Wn.App. at 327. Boone continues to ignore the law of this case and provides no factual or legal basis for the relief requested in this second appeal. The term "the law of the case:"

is employed to express the principle that an appellate court will generally not make a redetermination of the rules of law which it has announced in a prior determination in the same case or which were necessarily implicit in such prior determination.” (Footnote omitted.)

Lutheran Day Care v. Snohomish County, 119 Wn.2d 91, 113, 829 P.2d 746 (1992)(citing 15 L. Orland & K. Tegland at 56).

Where there has been a determination of the applicable law in a prior appeal, the law of the case doctrine ordinarily precludes re-deciding the same legal issues in a subsequent appeal.

It is also the rule that questions determined on appeal, or which might have been determined had they been presented, will not again be considered on a subsequent appeal if there is no substantial change in the evidence at a second determination of the cause.

Folsom v. Cty. of Spokane, 111 Wn.2d 256, 263, 759 P.2d 1196, 1200 (1988); see also ***Adamson v. Traylor***, 66 Wn.2d 338, 339, 402 P.2d 499 (1965)(citations omitted); ***Greene v. Rothschild***, 68 Wn.2d 1, 7, 402 P.2d 356, 414 P.2d 1013 (1965).

Under the doctrine of 'law of the case,' as applied in this jurisdiction, the parties, the trial court, and this court are bound by the holdings of the court on a prior appeal until such time as they are 'authoritatively overruled.' Such a holding should be overruled if it lays down or tacitly applies a rule of law which is clearly erroneous, and if to apply the doctrine would work a manifest injustice to one party, whereas no corresponding injustice would result to the other party if the erroneous decision should be set aside.

Folsom v. Cty. of Spokane, 111 Wn.2d at 263 (citations omitted); *see also* ***Greene v. Rothschild***, 68 Wn.2d at 10. Boone has provided no factual or legal basis showing this Court's decision in ***Estate of Langeland*** was clearly erroneous, which it was not. As stated in Drown's opening brief in this appeal, Boone, in this appeal, repeatedly asks this Court to ignore its prior rulings, the clear law that applies to the remand and this second appeal, and determine that Langeland and Drown entered into a contractual and not equitable relationship.

///

G. Trial Court's Award of Attorney Fees was Vacated on Remand Consistent with this Court's Ruling.

The trial court, consistent with *Estate of Langeland*, vacated the award of attorney fees, including the \$70,000 award to Boone.

AND BEING OTHERWISE FULLY INFORMED, THE COURT FINDS THAT:

1. Judgment was entered in this matter on August 26, 2011, in the amount of \$70,000.00.
2. The Court of Appeals, Division I, issued its Published Opinion in this matter on October 28, 2013, which opinion contained the following language: " ... we also vacate the fee award to Boone."
3. The Court of Appeals, Division I, issued its Mandate in this matter on May 23, 2014.

CP 218.

"Superior courts must strictly comply with the directive from an appellate court which leave no discretion to the lower court." *State v. Schwab*, 134 Wn.App. 635, 645, 141 P.3d 658 (Div. 1, 2006).

"[W]hen we remand 'for further proceeding,' or instruct a trial court to enter judgment 'in any lawful manner' consistent with our opinion, we expect the court to exercise its authority to decide any issue necessary to resolve the case on remand." *Id.* The trial

court strictly complied with this Court's opinion requiring the vacation of the award of attorney fees. ***Estate of Langeland***, 177 Wn.App. at 312. The 2011 Judgment on fees was properly vacated by the trial court.

H. Attorney Fees and CR 11.

1. Boone's Request for Attorney Fees Should be Denied

Boone requests an award of attorney fees on appeal pursuant to RAP 18.1, 18.9 and CR 11, without providing any legal or factual support. In the first appeal, this Court vacated the trial court's award of attorney fees to Boone. ***Estate of Langeland***, 177 Wn.App. at 329. Now, in this second appeal, Boone asks this Court to reverse itself and its published opinion in ***Estate of Langeland***. An award of attorney fees to Boone is not warranted under RAP 18.1, 18.9, or CR 11.

2. Drown is Entitled to Her Attorney Fees in this Second Appeal

Drown requests an award of reasonable attorney fees and costs incurred in this appeal under RAP 18.1 and RAP 18.9.

The appellate court on its own initiative or on motion of a party may order a party or counsel, or a court reporter or other authorized person preparing a verbatim report of proceedings, 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). Under RAP 18.9, this court may award sanctions against an opposing party who files a frivolous appeal. **Wellman & Zuck v. Hartford Fire**, 170 Wn.App. 666, 681, 285 P.3d 892 (Div. 1, 2012). An appeal is frivolous if it presents no debatable issues upon which reasonable minds could differ and there is no possibility of reversal. *Id.* Moreover, sanctions should be awarded if a party's arguments could not have resulted in reversal because "they either lack merit, rely on a misunderstanding of the record, require a consideration of evidence outside the record, or are not adequately briefed." **Stiles v. Kearney**, 168 Wn.App. 250, 268, 277 P.3d 9 (2012).

Boone, in this second appeal, has relied on a misunderstanding of the record and has failed to recognize the law

of this case, as decided in *Estate of Langeland*. Fees to Drown under RAP 18.9, are appropriate. *Johnson v. Jones*, 91 Wn.App. 127, 137-38, 955 P.2d 826 (Div. 1, 1998).

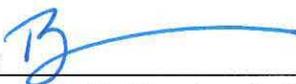
III – CONCLUSION

This Court should affirm the trial court's amended findings of fact and conclusions of law, and remand for entry of judgment, jointly and severally in the sum of \$67,714.33, plus interest at 12% per annum, from August 24, 2011, against Boone and Helsell Fetterman, LLP.

This Court should affirm the CR 11 award of judgment(s) entered against Boone, on remand by the trial court. The Court should award Drown her reasonable attorney fees incurred in responding to Boone's appeal.

Respectfully submitted this 15th day of January 2016.

SHEPHERD AND ABBOTT

By 

Douglas R. Shepherd, WSBA #9514
Bethany C. Allen, WSBA #41180
Attorneys for Respondent/ Cross-
Appellant Drown

DECLARATION OF SERVICE

I, Jen Petersen, declare that on January 15, 2016, I caused to be served a copy of **Respondent/Cross-Appellant Drown’s Reply Brief** in the above matter, on the following person, at the following address, in the manner described:

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- Messenger Service
- Hand Delivery

I declare under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

DATED this 15th day of January 2016, at Bellingham, Washington.



Jen Petersen

APPENDIX A

RULE CR 11

SIGNING AND DRAFTING OF PLEADINGS, MOTIONS, AND LEGAL MEMORANDA: SANCTIONS

(a) Every pleading, motion, and legal memorandum of a party represented by an attorney shall be dated and signed by at least one attorney of record in the attorney's individual name, whose address and Washington State Bar Association membership number shall be stated. A party who is not represented by an attorney shall sign and date the party's pleading, motion, or legal memorandum and state the party's address. Petitions for dissolution of marriage, separation, declarations concerning the validity of a marriage, custody, and modification of decrees issued as a result of any of the foregoing petitions shall be verified. Other pleadings need not, but may be, verified or accompanied by affidavit. The signature of a party or of an attorney constitutes a certificate by the party or attorney that the party or attorney has read the pleading, motion, or legal memorandum, and that to the best of the party's or attorney's knowledge, information, and belief, formed after an inquiry reasonable under the circumstances:

(1) it is well grounded in fact;

(2) is warranted by existing law or a good faith argument for the extension, modification, or reversal of existing law or the establishment of new law;

(3) it is not interposed for any improper purpose, such as to harass or to cause unnecessary delay or needless increase in the cost of litigation; and

(4) the denials of factual contentions are warranted on the evidence or, if specifically so identified, are reasonably based on a lack of information or belief. If a pleading, motion, or legal memorandum is not signed, it shall be stricken unless it is signed promptly after the omission is called to the attention of the pleader or movant. If a pleading, motion, or legal memorandum is signed in violation of this rule, the court, upon motion or upon its own initiative, may impose upon the person who signed it, a represented party, or both, an appropriate sanction, which may include an order to pay to the other party or parties the amount of the reasonable expenses incurred because of the filing of the pleading, motion, or legal memorandum, including a reasonable attorney fee.

(b) In helping to draft a pleading, motion or document filed by the otherwise self-represented person, the attorney certifies that the attorney has read the pleading, motion, or legal memorandum, and that to the best of the attorney's knowledge, information, and belief, formed after an inquiry reasonable under the circumstances:

(1) it is well grounded in fact;

(2) it is warranted by existing law or a good faith argument for the extension, modification, or reversal of existing law or the establishment of new law;

(3) it is not interposed for any improper purpose, such as to harass or to cause unnecessary delay or needless increase in the cost of litigation; and

(4) the denials of factual contentions are warranted on the evidence or, if specifically so identified, are reasonably based on a lack of information or belief. The attorney in providing such drafting assistance may rely on the otherwise self-represented person's representation of facts, unless the attorney has reason to believe that such representations are false or materially insufficient, in which instance the attorney shall make an independent reasonable inquiry into the facts.

[Originally effective March 1, 1974; amended effective January 1, 1974; September 1, 1985; September 1, 1990; September 17, 1993; October 29, 2002; September 1, 2005.]

APPENDIX B

RULE 18.1

ATTORNEY FEES AND EXPENSES

(a) Generally. If applicable law grants to a party the right to recover reasonable attorney fees or expenses on review before either the Court of Appeals or Supreme Court, the party must request the fees or expenses as provided in this rule, unless a statute specifies that the request is to be directed to the trial court.

(b) Argument in Brief. The party must devote a section of its opening brief to the request for the fees or expenses. Requests made at the Court of Appeals will be considered as continuing requests at the Supreme Court, except as stated in section (j). The request should not be made in the cost bill. In a motion on the merits pursuant to rule 18.14, the request and supporting argument must be included in the motion or response if the requesting party has not yet filed a brief.

(c) Affidavit of Financial Need. In any action where applicable law mandates consideration of the financial resources of one or more parties regarding an award of attorney fees and expenses, each party must serve upon the other and file a financial affidavit no later than 10 days prior to the date the case is set for oral argument or consideration on the merits; however, in a motion on the merits pursuant to rule 18.14, each party must serve and file a financial affidavit along with its motion or response. Any answer to an affidavit of financial need must be filed and served within 7 days after service of the affidavit.

(d) Affidavit of Fees and Expenses. Within 10 days after the filing of a decision awarding a party the right to reasonable attorney fees and expenses, the party must serve and file in the appellate court an affidavit detailing the expenses incurred and the services performed by counsel.

(e) Objection to Affidavit of Fees and Expenses; Reply. A party may object to a request for fees and expenses filed pursuant to section (d) by serving and filing an answer with appropriate documentation containing specific objections to the requested fee. The answer must be served and filed within 10 days after service of the affidavit of fees and expenses upon the party. A party may reply to an answer by serving and filing the reply documents within 5 days after the service of the answer upon that party.

(f) Commissioner or Clerk Awards Fees and Expenses. A commissioner or clerk will determine the amount of the award, and will notify the parties. The determination will be made without a hearing, unless one is requested by the commissioner or clerk.

(g) Objection to Award. A party may object to the commissioner's or clerk's award only by motion to the appellate court in the same manner and within the same time as provided in rule 17.7 for objections to any other rulings of a commissioner or clerk.

(h) Transmitting Judgment on Award. The clerk will include the award of attorney fees and expenses in the mandate, or the certificate of finality, or in a supplemental judgment. The award of fees and expenses, including interest from the date of the award by the appellate court, may be enforced in the trial court.

(i) Fees and Expenses Determined After Remand. The appellate court may direct that the amount of fees and expenses be determined by the trial court after remand.

(j) Fees for Answering Petition for Review. If attorney fees and expenses are awarded to the party who prevailed in the Court of Appeals, and if a petition for review to the Supreme Court is subsequently denied, reasonable attorney fees and expenses may be awarded for the prevailing party's preparation and filing of the timely answer to the petition for review. A party seeking attorney fees and expenses should request them in the answer to the petition for review. The Supreme Court will decide whether fees are to be awarded at the time the Supreme Court denies the petition for review. If fees are awarded, the party to whom fees are awarded should submit an affidavit of fees and expenses within the time and in the manner provided in section (d). An answer to the request or a reply to an answer may be filed within the time and in the manner provided in section (e). The commissioner or clerk of the Supreme Court will determine the amount of fees without oral argument, unless oral argument is requested by the commissioner or clerk. Section (g) applies to objections to the award of fees and expenses by the commissioner or clerk.

[Amended to become effective December 29, 1998; December 5, 2002; September 1, 2003; September 1, 2006; September 1, 2010]

APPENDIX C

RULE 18.9

VIOLATION OF RULES

(a) Sanctions. The appellate court on its own initiative or on motion of a party may order a party or counsel, or a court reporter or authorized transcriptionist preparing a verbatim report of proceedings, 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. The appellate court may condition a party's right to participate further in the review on compliance with terms of an order or ruling including payment of an award which is ordered paid by the party. If an award is not paid within the time specified by the court, the appellate court will transmit the award to the superior court of the county where the case arose and direct the entry of a judgment in accordance with the award.

(b) Dismissal on Motion of Commissioner or Clerk. The commissioner or clerk, on 10 days' notice to the parties, may (1) dismiss a review proceeding as provided in section (a) and (2) except as provided in rule 18.8(b), will dismiss a review proceeding for failure to timely file a notice of appeal, a notice for discretionary review, a motion for discretionary review of a decision of the Court of Appeals, or a petition for review. A party may object to the ruling of the commissioner or clerk only as provided in rule 17.7.

(c) Dismissal on Motion of Party. The appellate court will, on motion of a party, dismiss review of a case (1) for want of prosecution if the party seeking review has abandoned the review, or (2) if the application for review is frivolous, moot, or solely for the purpose of delay, or (3) except as provided in rule 18.8(b), for failure to timely file a notice of appeal, a notice of discretionary review, a motion for discretionary review of a decision of the Court of Appeals, or a petition for review.

(d) Objection to Ruling. A counsel upon whom sanctions have been imposed or a party may object to the ruling of a commissioner or the clerk only as provided in rule 17.7.

[Originally effective July 1, 1976; amended effective September 1, 1990; September 1, 1994; September 1, 1998; September 1, 2015.]

APPENDIX D

RULE 7.1

COMMUNICATIONS CONCERNING A LAWYER'S SERVICES

A lawyer shall not make a false or misleading communication about the lawyer or the lawyer's services. A communication is false or misleading if it contains a material misrepresentation of fact or law, or omits a fact necessary to make the statement considered as a whole not materially misleading.

[Originally effective September 1, 1985; amended effective September 1, 2006.]