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COURT OF APPEALS
DIVISION III
STATE OF WASHINGTON
By _____

No. 321193-III

COURT OF APPEALS, DIVISION III
OF THE STATE OF WASHINGTON

SETH BURRILL PRODUCTIONS, INC., Respondent

v.

REBEL CREEK TACKLE INC., Appellant

PLAINTIFF / RESPONDENT

SETH BURRILL PRODUCTIONS, INC.'S

RESPONSE BRIEF

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I. INTRODUCTION

There are five issues raised by the present appeal: (1) whether Rebel Creek Tackle, Inc. (“RCT”) intentionally disobeyed a lawful order by refusing to transfer the injection molds to Seth Burrill Productions, Inc. (“SBPI”); (2) whether the Trial Court abused its discretion in finding RCT in contempt for failing to transfer and/or deliver the molds; (3) whether RCT is collaterally barred from arguing that the findings of fact in the contempt order are ambiguous; (4) whether the terms of the contempt order are unambiguous; and (5) whether SBPI is entitled to attorney’s fees and costs.

A. Intentionally Disobeyed Argument

RCT willfully and intentionally disobeyed the Trial Court’s June 7, 2013, Order confirming the arbitrator’s award. Per the Trial Court’s Order, SBPI made multiple requests to have the molds transferred to SBPI’s facility. RCT specifically instructed the plastic injection mold company, Plastic Injection Molds, Inc. (“PIM”), to not transfer the molds. This violates two parts of the order by failing to cooperate with the transfer, and by interfering with SBPI’s right to use the molds under the license agreement. Because RCT wrote a letter directing PIM not to release the molds, RCT willfully and intentionally violated the Court’s order.

///

B. No Abuse of Discretion Argument

The Trial Court did not abuse its discretion in finding RCT in contempt. A trial court abuses its discretion when it exercises it in a manifestly unreasonable manner or bases it upon untenable grounds or reasons. The trial judge made all of the necessary inquiries during the proceedings to determine that the elements of contempt had been met. In addition, the trial judge reviewed briefs and heard multiple oral arguments on the issue. The trial judge conducted these reviews in a reasonable manner, arrived at a reasonable conclusion, and therefore did not abuse her discretion.

C. Collateral Bar Argument

RCT is collaterally barred from attacking the contempt order. Generally, under the collateral bar rule, a court order cannot be collaterally attacked in contempt proceedings arising from its violation since a contempt judgment will normally stand even if the order violated was erroneous or later ruled invalid. RCT had multiple opportunities to attack the original judgment affirming the arbitration award and failed to do so. Therefore, RCT is collaterally barred from attacking the original arbitration award on appeal.

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D. Terms Are Unambiguous Argument

Even if RCT is not collaterally barred from arguing the meaning of “transfer and/or delivery,” there was substantial evidence to support the Trial Court’s finding that the words were unambiguous. Findings of fact are reviewed for substantial evidence. The words are unambiguous for two reasons: (1) the plain language of the Court’s order clearly indicates an unambiguous meaning, and (2) the meaning of the words are unambiguous based on the record of the proceedings in the case.

Because RCT intentionally and willfully disobeyed a Court order, the Trial Court did not abuse its discretion, and because RCT is collaterally barred from fighting the contempt order on appeal, SBPI respectfully asks this Court to affirm the contempt order of the Trial Court. In the alternative, if RCT is not collaterally barred from rearguing the issues from arbitration, there is substantial evidence to support that the order is unambiguous, and hence, the Court should affirm the contempt order.

E. Attorney’s Fees

SBPI is entitled to attorney’s fees and costs pursuant to RAP 18.1 and RAP 18.9.

II. COUNTERSTATEMENT OF THE ISSUES

1. Whether RCT intentionally disobeyed a lawful order.

2. Whether the Trial Court abused its' discretion in finding RCT in contempt.
3. Whether RCT is collaterally barred from arguing that the findings of fact in the contempt order are ambiguous.
4. Whether the terms of the contempt order are unambiguous.
5. Whether SBPI is entitled to attorney's fees and costs.

III. COUNTERSTATEMENT OF THE CASE

A. Procedural History

SBPI entered into a licensing agreement with RCT in June of 2010. Upon a material breach of the licensing agreement by RCT, the parties participated in arbitration pursuant to their licensing agreement. CP 16. SBPI received a final award from the arbitrator on May 2, 2013, awarding them monetary damages, re-instatement of the contract, costs, and attorney's fees. CP 21-22. Most importantly, the final arbitrator's award ordered RCT to take all necessary actions to transfer and/or deliver the plastic injection molds to SBPI by May 17, 2013. CP 21.

In May 2013, SBPI moved the Spokane County Superior Court to (1) have the arbitration award confirmed by the Court, (2) obtain a judgment, and (3) obtain a permanent injunction against RCT. CP 23. On June 7, 2013, the Court confirmed the arbitration award, awarded a permanent injunction, and entered a judgment against RCT in the amount

of \$67,451.64 with interest. CP 42-46. To this day, SBPI has received none of that judgment.

After months of attempting to enforce the Court's order related to transfer and/or delivery of the molds, SBPI filed a Motion for Contempt against RCT on October 13, 2013. CP 109. After a hearing on the issues, the Court issued an order granting the motion on November 15, 2013. CP 272. The instant case is now before this Court as RCT has filed a timely appeal on the contempt order. CP 274.

B. Statement of Facts

This case arises out of a license agreement ("Contract") between SBPI and RCT. CP 12-17. The Contract between the parties was for an exclusive license to use certain patents for fishing devices. CP 12-17. RCT licensed to SBPI the exclusive right sell the completed device, known as "Bud's Diver." *Id.* The Contract stated that in exchange for the right to use the patents and the right to sell the device that SBPI would pay a royalty to RCT. *Id.* At the time of a material breach by RCT, the injection molds that were crucial for the production of the fishing devices were in the possession of PIM.

1. Arbitration

The arbitration against RCT was based on allegations that RCT materially breached the Contract. CP 2. On May 2, 2013, SBPI was declared

the prevailing party to the arbitration, and was issued a final award. CP 26-30. Most importantly, the arbitrator's award required that "[SBPI] shall have full, unrestricted use of the injection molds during the term of the contract, and [RCT] shall cooperate in the transfer and/or delivery of said molds as requested by [SBPI]." (emphasis added). CP 29. Additionally, RCT was enjoined from "engaging in any activity in competition with or obstruction of [SBPI]'s rights under the contract, from interfering in any way with [SBPI]'s performance of the contract, and are further enjoined from interfering and/or infringing on [SBPI]'s trademark and copyrights." CP 29. Despite this award, RCT refused to comply with transfer and/or delivery of the injection molds to SBPI.

2. Superior Court

On May 17, 2013, SBPI scheduled a Motion for an Order to Confirm the Arbitration Award, Obtain a Judgment, and Permanent Injunction Against RCT in Spokane County Superior Court. CP 41. RCT filed no motion in opposition to SBPI, nor did it appear, and on June 7, 2013, the Court granted the motion in full by confirming the arbitration award, entering a judgment in favor of SBPI, and issuing a permanent injunction against RCT. CP 42-44. The permanent injunction specifically required that "SBPI shall have full, unrestricted use of the injection molds during the term

of the license agreement, and RCT shall cooperate in the transfer and/or delivery of said molds as requested by SBPI.” CP 43.

3. Correspondence

On August 13, 2013, a law clerk for SBPI’s counsel (Bradley Tubbs) attempted to contact RCT’s counsel, Floyd Ivey, (“Mr. Ivy”) to have the injection molds transferred from PIM to a different injection mold company of SBPI’s choosing.¹ This request did not receive a response. CP 82.

On August 19, 2013, Mr. Tubbs again attempted to contract Mr. Ivey via telephone. CP 55. Mr. Tubbs left a message with Mr. Ivey’s voicemail but never received a response or an email. CP 56. On August 27th, 2013, counsel for SBPI (Jeffrey Smith) left a similar message with Mr. Ivey’s voicemail requesting a return call and informed Mr. Ivey that RCT and PIM had until the end of August to transfer the molds to SBPI. CP 56.

After a final email on August 29, 2013, Mr. Ivey responded with “I have communicated with [PIM]’s counsel and have directed that the molds not be released to you.” CP 84. Mr. Smith inquired as to the reason for the refusal to provide consent to PIM to turn over the injection molds, but no response from Mr. Ivey was ever received. CP 84.

¹ PIM was hesitant to release the molds to SBPI without approval from RCT, which up to that point, they had not received. CP 82.

In an effort to obtain permission for PIM to transfer the injection molds to SBPI, the President of RCT, Allen Osborn, was personally served with a letter on September 20, 2013, requesting that he sign an agreement approving the transfer and delivery of the injection molds. CP 94-96. RCT was given a seven day deadline to return the signed document. CP 112. Again, RCT continued to willfully and intentionally defy the Court's order.

4. Contempt

As a last resort, SBPI filed a Motion for Remedial Sanctions (Contempt) and Other Relief with the Spokane County Superior Court on October 15, 2013. CP 109-114. A month later, on November 15, 2013, following a hearing on the matter, the Court granted the motion. CP 271-272.

The Court made four findings of fact: (1) On June 7, 2013, Order Confirming Arbitration Award was signed by Judge Ellen Kalama Clark and Judgment in favor of SBPI was entered in Spokane County Superior Court against RCT in the total amount of \$67,451.62; (2) The Order and Judgment allow SBPI full, unrestricted use of the injection molds and requires that RCT cooperate in the transfer and/or delivery of said molds as requested by SBPI; (3) RCT has refused to comply with the terms of the Order and Judgment, and has interfered with the transfer of the molds to

SBPI; and (4) the Court has found the term “transfer and/or delivery” in the Order as unambiguous. CP 272.

The Court found RCT to be in contempt, and enjoined RCT from further interference with the transfer of the molds. The Court ordered RCT to transfer the molds immediately and directed PIM to release the molds to SBPI. CP 272. Finally, after this order was issued, SBPI eventually obtained possession of the molds. To date however, SBPI has never received any monetary satisfaction of the Judgment.

IV. ARGUMENTS

A. **Rebel Creek Tackle Intentionally Disobeyed a Lawful Order.**

A party to a judicial action is in contempt of court when it disobeys any lawful judgment, decree, order, or process of the court. RCW 7.21.010(1)(b). Here, the Trial Court issued a lawful judgment on June 7, 2013, ordering that, “SBPI shall have full, unrestricted use of the injection molds during the term of the License Agreement, and RCT shall cooperate in the transfer and/or delivery of said molds as requested by SBPI.” CP 65. Additionally, the judgment ordered that, “RCT was enjoined from engaging in any activity in competition with or obstruction of SBPI’s rights under the License Agreement, and from interfering in any way with SBPI’s performance of the License Agreement.” CP 65.

RCT intentionally interfered with SBPI's attempt to enforce the Court's order by failing to cooperate in the transfer and/or delivery of the injection molds as requested by SBPI. SBPI attempted to have the molds transferred to their own facility as early as August 13, 2013, with multiple emails and phone calls to RCT's counsel. CP 82-86. When SBPI attempted to have the injection molds transferred from PIM directly, they were reluctant due to an instruction from RCT's counsel not to release the molds. CP 84. Specifically, RCT's counsel wrote to SBPI, "I have communicated with [PIM]'s counsel and have directed that the molds not be released to you." CP 84. This instruction to PIM is a direct interference of SBPI's request to have the injection molds transferred and/or delivered to SBPI's facility.

This instruction is contrary to the Trial Court's order in two ways: First, this instruction violates the requirement that RCT shall cooperate in the transfer and/or delivery of the injection molds. By instructing PIM not to release the injection molds, RCT is intentionally disobeying the Court's order. Second, this instruction violates SBPI's right to have full, unrestricted use of the injection molds. Because RCT willfully and intentionally failed to cooperate with the transfer and/or delivery of the molds, and because RCT violated SBPI's exclusive right to use the molds,

RCT has willfully and intentionally violated a direct lawful order issued by Judge Ellen Kalama Clark on June 7, 2013.

RCT claims a defense that they were protecting [RCT]'s corporate property in resisting [SBPI]'s demand to take control of [RCT]'s plastic injection molds. Appellant's Opening Brief/35-36. SBPI never "demanded" to take control of the plastic injection molds – the arbitrator's award required RCT to transfer and/or deliver the molds. The superior court issued an order affirming the arbitration award. Moreover, the case that RCT cites in support of this defense, *State ex rel. Gardner v. Superior Court for King County*, 186 Wash. 134, 136-37, 56 P.2d 1315 (1936), does not support their claim. This case does not stand for, or imply the proposition that a defendant may escape contempt sanctions by claiming they are protecting corporate property. *Id.* Rather, it stands for the proposition that if a court does not have the jurisdiction to force a transfer of property, contempt proceedings are improper. *Id.* at 140.

The arbitrator issued a valid award to SBPI, requiring RCT to transfer the molds. The superior court judge affirmed the award. At no time did RCT formally object to the arbitrator's award or the court's affirmation of the award. Rather, RCT continued to willfully and intentionally violate the court's order, and contempt was a proper sanction.

B. The Trial Court Did Not Abuse Its' Discretion in Finding Rebel Creek Tackle in Contempt.

Whether contempt sanctions are warranted in a particular case is a matter within the discretion of the trial court. *State v. Dugan*, 96 Wn. App. 346, 351, 979 P.2d 885 (1999). A reviewing court will not disturb a trial court's contempt ruling absent an abuse of that discretion. *Dugan*, 96 Wn. App. at 351. A trial court abuses its discretion when it exercises it in a manifestly unreasonable manner or bases it upon untenable grounds or reasons. *Id. see also State v. Jordan*, 146 Wn. App. 395, 401, 190 P.3d 516 (2008); *State v. Berty*, 136 Wn. App. 74, 84, 147 P.3d 1004 (2006). Under Washington law, and in this scenario, contempt of court means "intentional disobedience of any lawful judgment, decree, order, or process of the court." RCW 7.21.010(1)(b).

The trial court based its finding of contempt in a reasonable manner and upon tenable grounds and reasons. The record shows that the Trial Court judge asked the necessary questions to determine whether contempt was proper in this case: (1) is there a valid judgment? (2) has the judgment been violated? (3) and has the judgment been violated intentionally? RCW 7.21.010. The judge at the Trial Court specifically stated during oral argument:

The issue before us is that there is a valid judgment. The question is whether the order

has been violated, has there been a contempt and should there be sanctions? The only issue for me today, gentlemen, is whether the failure of [RCT] to act is willful and intentional. If it is, then contempt will be found and sanctions will be ordered. That is the only issue that needs to be argued today, willful and intentional violations.

RP 17. From the record, it is apparent that the trial judge did not abuse her discretion in analyzing whether contempt was proper. The trial judge followed the analysis necessary under RCW 7.21.010, heard oral argument, read the briefings, and made a finding of contempt in a reasonable manner. Therefore, the Trial Court did not abuse its discretion in finding RCT in contempt.

C. Rebel Creek Tackle is Collaterally Barred From Arguing that the Findings of Fact in the Contempt Order Are Ambiguous.

RCT attempts to argue that there is an ambiguity in the meaning of “transfer and/or delivery,” and this ambiguity is the reason behind its’ intentional disobedience of the Trial Court’s order.

This argument fails because RCT is collaterally barred from attacking the order. Generally, under the collateral bar rule, a court order cannot be collaterally attacked in contempt proceedings arising from its violation since a contempt judgment will normally stand even if the order violated was erroneous or later ruled invalid. *Matter of J.R.H.*, 83 Wn. App. 613, 615, 922 P.2d 206 (1996).

RCT had an opportunity to appeal the arbitration award and the arbitrator's use of the terms "transfer and/or deliver." RCT failed to do so, and its attempt to re-argue this arbitration before this Court is improper and disingenuous. Pursuant to Washington's Uniform Arbitration Act, RCT could have moved to modify or vacate the arbitrator's award within ninety days of receiving notice of the award. RCW 7.04A.230; RCW 7.04A.240. RCT failed to take either of these available actions to appeal the arbitrator's decision.

RCT also had an opportunity to object to the terms of the Trial Court's order affirming the arbitration award, and failed to make any objection at that time. After a party to the arbitration proceeding receives notice of an award, the party may file a motion with the court for an order confirming the award, at which time the court shall issue such an order unless the award is modified or corrected. RCW 7.04A.220. Here, RCT made no attempt to modify or correct the award at the hearing to affirm the arbitration award. During the contempt hearing, the judge notes that RCT's failure to object to the arbitrator's choice of terms in his Arbitration Award, stating: "there was no objection [to the use of the words "transfer and/or delivery"] when [the judgment to affirm the arbitration award] was confirmed by order of June 7th. So it will be interesting to see what develops from that." RP 14. RCT did not object to the order affirming the arbitration

award, and therefore cannot now attempt to re-argue the issue on appeal, after a contempt order has been violated. Additionally, RCT could have filed an appeal from the order confirming the award within thirty days of the order, but failed to do so. RAP 5.2(a). Even if the order had been erroneously issued, RCT still violated the order, and therefore, RCT is collaterally barred from making this argument now. It is no defense to a charge of contempt that the underlying ruling was erroneous. *15 Karl Teglund*, Wash. Prac., Civil Procedure § 43:3 (2nd ed. 2009).

D. In the Alternative, The Terms of the Contempt Order are Unambiguous.

Even if RCT is not collaterally barred from arguing the meaning of “transfer and/or delivery,” there was substantial evidence to support the Trial Court’s finding that the words were unambiguous. Findings of fact are reviewed for substantial evidence. *In re Marriage of Eklund*, 143 Wn. App. 207, 212, 177 P.3d 189 (2008). “Transfer and/or delivery,” is unambiguous for two reasons:

First, the plain language of the Court’s order clearly indicates an unambiguous meaning. In a contempt proceeding, a court order will be enforced according to the plain meaning of its terms when read in light of the issues and purposes surrounding its entry. *Johnston v. Benefit Management Corp.*, 96 Wn.2d 708, 713, 638 P.2d 1201 (1982); *see also*

Zink v. City of Mesa, 162 Wn. App. 688, 707, 256 P.3d 384 (2011). In *Johnston*, the attorney for the plaintiffs was held in contempt for violating a protective order prohibiting communications with actual or potential class members who were not formal parties to the action. *Johnston*, 96 Wn.2d at 709. The order provided in pertinent part:

all parties hereto and their counsel are hereby forbidden, directly or indirectly, orally or in writing, to communicate concerning such action with any potential or actual class member not a formal party to the action without consent of and approval of the communication by order of the court.

Johnston, Wn.2d at 709. On appeal, the court ruled that the purpose of the order (to prevent potential abuses in the management of the class action) did not apply to the attorneys conduct. *Id.* The attorneys were not communicating with class members in violation of this purpose; rather, they were merely sending a reminder to class members of the settlement plan that was approaching. *Id.* at 713. Under the surrounding circumstances of the case, the plain meaning of the order only included prohibition on communication that would be an abuse of the management of the class action. *Id.* at 714.

Similar to the case at hand, the plain meaning of “transfer and/or deliver,” under the circumstances of this case, simply means “the passing of a thing or of property from one person to another.” *Black’s Law*

Dictionary (9th ed. 2009), available at Westlaw BLACKS. This definition was enforced by the Trial Court, when the judge explained “the term ‘transfer and/or deliver,’ as used by the arbitrator and repeated in the judgment is not ambiguous. It’s plain, simple, common sense meaning is that the property is to be placed in the possession of the plaintiff.” RP 17. Adding any additional meaning such as assignment, or transfer of title, would be outside of the plain meaning of the order under the circumstances of this case.

Second, the words “transfer and/or delivery” are unambiguous based on the record of the proceedings in this case. Extrinsic evidence, such as the surrounding circumstances of a case, is admissible to clarify the meaning of a term. *Vacova Co. v. Farrell*, 62 Wn. App. 386, 399, 814 P.2d 255 (1991). In reviewing the record of proceedings, at no point has SBPI attempted to take any ownership of the injection molds, or argue that they have any rights to ownership of the molds. SBPI has even attempted to explain this to RCT, and did explain to the Trial Court that SBPI understands they are obtaining no ownership in the molds. RP 18.

Despite RCT’s attempts to cloud the issue, the original decision of the arbitrator in this action could not be clearer. The arbitrator was aware that RCT and PIM had colluded to breach SBPI’s exclusive license to use the patents, and thus understood that the molds needed to be transferred to

SBPI to ensure that this activity would not occur again. RP 242. This extrinsic evidence provides substantial support for the conclusion that the words are unambiguous, as the Trial Court correctly found.

E. Seth Burrill Productions, Inc. Is Entitled to Attorney's Fees and Costs.

SBPI respectfully requests this court to award costs and attorney fees in SBPI's favor pursuant to RAP 18.1(a) and RAP 18.9(a).

RAP 18.1(a) provides that if applicable law grants to a party the right to recover 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. RAP 18.1(a) *see also Yousoufian v. King County Executive*, 152 Wn.2d 421, 439, 98 P.3d 463 (2004) (holding that requesting attorney's fees and costs on appeal in an opening brief was sufficient for RAP 18.1(a) purposes).

To receive an award of costs and attorney fees on appeal, a party must devote a section of its opening brief to the request. RAP 18.1(b); *Phillips Bldg. Co. v. An*, 81 Wn. App. 696, 700–05, 915 P.2d 1146 (1996). “The court rule requires more than a bald request for attorney expenses on appeal.” *Phillips Bldg.*, 81 Wn. App. at 705. The party seeking costs and attorney fees must provide argument and citation to authority to establish that such expenses are warranted. *Id.*

Pursuant to RAP 18.1 and RAP 18.9(a), a party can request an award of attorney's fees on appeal. An appeal is frivolous (and a recovery of fees warranted) “if no debatable issues are presented upon which reasonable minds might differ, and it is so devoid of merit that no reasonable possibility of reversal exists.” *In re Marriage of Greenlee*, 65 Wn. App. 703, 710, 829 P.2d 1120 (1992) (quoting *Chapman v. Perera*, 41 Wn. App. 444, 455–56, 704 P.2d 1224, review denied, 104 Wn.2d 1020 (1985)). See also, *Harrington v. Pailthorp*, 67 Wn. App. 901, 841 P.2d 1258 (2000). In the case at bar, the trial judge properly applied the appropriate law in finding RCT in contempt. Simply stated, a valid court order existed, and RCT willfully and intentionally refused to comply. Further, RCT’s attempt to re-argue aspects of the arbitration in this forum as part of its appeal on contempt is completely devoid of merit. Moreover, RCT’s claim that the trial judge inserted words into the Order for Contempt, which were not found in the original License Agreement, is disingenuous at best and misleads this court at worst. As pointed out, *supra*, the terms “transfer and/or deliver” were found in the arbitrator’s award, not made up and inserted by the trial judge. This appeal is frivolous and devoid of merit.

In addition, courts may find independent basis for awarding attorney fees. For example, in *Chapman v. Perera*, the court found that the party responsible for the matter to be litigated in the first place, could have

resolved the matter at the very outset of the proceedings and avoided the court's involvement all together. *Chapman*, 41 Wn. App. at 455–56. On appeal, the court determined that because the party insisted the matter proceed through litigation, when it could have been avoided by its own action, it granted an award of attorney fees to the prevailing party. *Id.* Likewise, in the present case, if only RCT had obeyed the court's order in the first place, an action for contempt would have never needed to be filed. RCT had full control of its own compliance with the Court's order and yet willfully and intentionally chose to refuse to comply. The action for contempt and this appeal could have been avoided entirely if RCT had simply obeyed the courts order.

For these reasons, SBPI should be awarded attorney fees and costs incurred due to this meritless appeal.

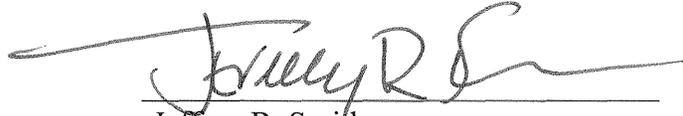
IV. CONCLUSION

An arbitrator awarded SBPI monetary damages and required RCT to transfer and/or deliver the plastic injection molds to SBPI. The Trial Court affirmed the Arbitration Award and issued its Order. RCT willfully and intentionally refused to comply with this valid court order. As such, the Court properly found RCT in contempt. The Court did not abuse its discretion. Therefore, SBPI respectfully requests this Court to affirm the

Superior Court's findings that RCT was in Contempt and award attorney's fees SBPI has incurred due to this appeal.

Respectfully submitted this 30th day of June, 2014.

LEE & HAYES, PLLC

A handwritten signature in black ink, appearing to read "Jeffrey R. Smith", is written over a horizontal line. The signature is fluid and cursive.

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 30th day of June, 2014, I caused
to be served a true and correct copy of the foregoing document as follows:

Floyd E. Ivey IVEY Law Offices, PS 7233 West Deschutes Ave. Ste. C, Box #3 Kennewick, WA 99336	<input type="checkbox"/> Hand Delivery <input checked="" type="checkbox"/> U.S. Mail <input type="checkbox"/> Overnight Delivery <input type="checkbox"/> Fax Transmission <input checked="" type="checkbox"/> Email
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