

66839-1

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NO. 66839-1-I

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

PATRICIA STEDMAN, a married woman, individually,

Respondent,

and

DEBRA BRAXTON, a single woman,

Defendant,

vs.,

STACEY COOPER and "JOHN DOE" COOPER, husband and wife and the
marital community comprised thereof,

Appellants.

FILED
COURT OF APPEALS DIV I
STATE OF WASHINGTON
2011 NOV 21 AM 11:28

APPEAL FROM KING COUNTY SUPERIOR COURT
Honorable Carol Schapira, Judge

REPLY BRIEF OF APPELLANTS

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I. ARGUMENT

A. THE NOTICE OF APPEAL WAS TIMELY.

Plaintiff/respondent claims appellant Cooper's notice of appeal was untimely. This argument is erroneous.

Judgment on the verdict plus statutory costs and attorney fees plus interest was entered on January 25, 2011. (CP 559-61) On February 3, 2011, plaintiff moved to *amend* the January 25 judgment to add reasonable attorney fees and costs, presumably under CR 59(h), which authorizes motions to amend judgments. (CP 562-74) On the same day, pursuant to CR 59(a), Cooper moved for reconsideration of the January 25 judgment on the ground that the cost award was erroneous. (CP 601-08)

The trial court denied Cooper's motion for reconsideration¹ and entered the amended judgment on February 17, 2011. (CP 689-96) The amended judgment set forth the same principal amount as the original judgment on the verdict on January 25, but added attorney fees and expenses. (CP 559-61, 693-96)

Cooper filed her notice of appeal 28 days later, on March 17, 2011. (CP 701-09) The notice of appeal was timely.

¹ The order was signed and dated February 14, 2011. The superior court filing stamp and court docket show the order was filed on February 17, 2011. (CP 689, 691)

A notice of appeal is generally within the longer of 30 days after entry of the decision to be reviewed *or* the time provided in RAP 5.2(e). RAP 5.2(a). RAP 5.2(e) permits a notice of appeal of orders deciding certain timely motions—including motions to reconsideration or to amend a judgment under CR 59—within 30 days after entry of the order.

Here, plaintiff filed a timely motion to amend a judgment, presumably under CR 59(h), the only civil rule that expressly permits such motions. (CP 562-74) In addition, Cooper filed a timely motion to reconsider under CR 59(a). (CP 601-08) The trial court denied Cooper's motion and entered an amended judgment per plaintiff's motion on the same day. (CP 689-96) Less than 30 days later, Cooper filed her notice of appeal. (CP 701-09) This appeal is timely.

Plaintiff's claim that Cooper's motion for reconsideration was really a CR 60 motion in disguise, because it asked to vacate the judgment is of no help to her. The argument ignores the fact that CR 59(a) expressly provides that "any other decision or order may be *vacated* and reconsideration granted" (emphasis added).

Plaintiff also argues that the 30 days permitted by RAP 5.2(e) should begin to run from February 14, 2011, the date the trial court signed the order denying Cooper's motion, not from February 17, 2011, the date of filing. (CP 689, 691) That too is a meritless argument. RAP 5.2(e)

specifically says the 30 days runs from the “entry of the order.” But merely signing an order does not mean it has been entered. *See Malott v. Randall*, 83 Wn.2d 259, 517 P.2d 605 (1974); *see* RAP 5.2(c); CR 5(e); CR 58.

Furthermore, plaintiff ignores that *she* filed a CR 59 motion to amend and that the notice of appeal was filed within 30 days after entry of the amended judgment. (CP 562-74, 701-09) RAP 5.2(e) does not limit CR 59 motions to those that are filed by the appellant. Thus, even had Cooper not filed a CR 59 reconsideration motion, the notice of appeal would still have been timely under RAP 5.2(a), (e).

Plaintiff also argues the notice of appeal was late because RAP 2.4(b) provides that a timely notice of appeal of a trial court decision relating to attorney fees and costs does not bring up for review a previously entered decision. Plaintiff forgets that Cooper filed a CR 59 motion for reconsideration from the January 25 judgment. Under RAP 5.2(e), the notice of appeal was timely.

Further, the February 17 amended judgment does not just relate to attorney fees and expenses. It also relates to the judgment on the verdict and statutory costs. (CP 693-96)

It was plaintiff who sought to *amend* the original judgment to add attorney fees and expenses. (CP 562-74) Plaintiff could have asked for a

supplemental judgment on attorney fees and expenses that would have been separate from the original January 25 judgment. She did not. Instead, she asked the trial court to amend the original judgment, and the trial court did so. The amended judgment included judgment on the verdict, statutory costs, and attorney fees and expenses as requested by plaintiff. (CP 693-96)

Ron & E Enterprises, Inc. v. Carrara, LLC, 137 Wn. App. 822, 155 P.3d 161 (2007), is inapposite. In that case, there was no CR 59 motion or any other motion listed in RAP 5.2(e). Moreover, in that case, the notice of appeal was filed within 30 days of a judgment that dealt *only* with attorney fees plus interest. The judgment was not an amended judgment and thus did not include judgment on the summary judgment motion that had been entered more than 30 days before.

Finally, even if the notice of appeal were untimely, it would be untimely only as to the judgment on the verdict and statutory costs. It would still be timely as to whether plaintiff was entitled to reasonable attorney fees, since judgment on that issue was not entered until the February 17 amended judgment.

Plaintiff's argument that interpreting RCW 7.06.050 to mean that judgment need not be entered on an accepted offer of compromise would leave the offering party no remedy is frivolous. As plaintiff evidently

recognizes, once an offer of compromise is accepted, there is an enforceable settlement agreement, just like any other settlement agreement. *See, e.g., Morris v. Maks*, 69 Wn. App. 865, 850 P.2d 1357, *rev. denied*, 122 Wn.2d 1020 (1993). While judgment need not be entered to make the agreement enforceable, even if judgment were entered on the agreed upon sum, the result would be the same. Judgment would simply be entered without costs or with each party bearing his or her own costs. Plaintiff's claim that not entering judgment on an accepted offer of compromise would somehow discourage the acceptance of the offer of compromise is nonsensical.

Plaintiff's reliance on *Wilkerson v. United Investment, Inc.*, 62 Wn. App. 712, 815 P.2d 293 (1991), *rev. denied*, 118 Wn.2d 1013 (1992), is misplaced. There the court considered only compensatory damages without attorney fees and costs to determine entitlement to attorney fees under MAR 7.3.

Do v. Farmer, 127 Wn. App. 180, 110 P.3d 840 (2005), has no bearing on the dispute there because in that case, the party who requested the trial de novo did not improve his position on either compensatory damages or costs. The court did not specify whether comparison of compensatory damages only or the total of compensatory damages plus costs was the critical comparison.

Haley v. Highland, 142 Wn.2d 135, 12 P.3d 119 (2000), is also inapposite. The court there specifically declared, “[W]e need not decide whether to adopt *Wilkerson*’s view that attorney fee awards have no place in making an MAR 7.3 determination.” *Id.* at 154.

Plaintiff claims that to adopt Cooper’s position would force nonappealing parties to make offers of compromise in excess of the arbitration award and would actually discourage such offers. But under plaintiff’s position, the appealing party would never know whether the offer of compromise was worth accepting. *That* would discourage settlement.

Cooper’s trial attorney did not invite any error. Cooper took the position in the trial court that she improved her position on the trial *de novo*, which is the position she is taking on appeal. (CP 624-25)

B. THE TRIAL COURT ABUSED ITS DISCRETION IN EXCLUDING DR. TENCER’S TESTIMONY.

The parties agree that review of the trial court’s decision to exclude Dr. Tencer’s testimony is reviewable for abuse of discretion. They disagree on whether the trial court abused its discretion.

Plaintiff does not dispute the trial court’s decision that Dr. Tencer’s testimony passed the *Frye* test. Instead, she argues that the trial court was within its discretion when it decided that the testimony was

irrelevant *and* cumulative. If the testimony was irrelevant, it is hard to imagine how it could possibly have been cumulative unless other testimony that was admitted was also irrelevant.

In any event, the testimony was relevant. Relevant testimony is that testimony “having *any* tendency to make the existence of any fact that is of consequence to the determination of the action more probable or less probable than it would be without the evidence”. ER 401 (emphasis added). “*All* relevant evidence is admissible” unless otherwise provided by law. ER 402 (emphasis added).

Here, the issues at trial included whether plaintiff was injured by the collision and, if so, to what extent. Dr. Tencer intended to testify about the force of the collision on the occupants of plaintiff’s vehicle and how plaintiff would have moved inside the vehicle. (12/28/10 RP 7-8)

The force of the impact of a collision has long been recognized as relevant to the existence and extent of injuries suffered in a collision. *See, e.g., Murray v. Mossman*, 52 Wn.2d 885, 887-88, 329 P.2d 1089 (1958). “That there may be some automobile accidents, in which very minor impacts lead to serious personal injuries, and vice versa, does not mean that evidence concerning the impact is irrelevant to the extent of the injuries.” *Mason v. Lynch*, 388 Md. 37, 58, 878 A.2d 588 (2005).

Indeed, in *Ma'ele v. Arrington*, 111 Wn. App. 557, 45 P.3d 557 (2002), Division II upheld the admission of Dr. Tencer's testimony about the amount of force in low-speed collisions and whether that force could injure people. The court explained, "His testimony about the force involved in low-speed collisions and the impact on the body helped the jury determine whether Ma'ele got hurt in this accident." 111 Wn. App. at 563.

Plaintiff claims that since Dr. Tencer is not a medical doctor, he could not properly offer an opinion on causation. Plaintiff also claims that Dr. Tencer could not properly testify as to what forces were "generally tolerable" and that his opinions were unreliable. But, as *Ma'ele* shows, plaintiff is wrong.

First, *Ma'ele* illustrates that the mere fact that Dr. Tencer is a biomechanics expert instead of a medical doctor does not prevent him from providing testimony relevant to causation. Indeed, other courts have recognized that a biomechanics expert may testify on causation. See *Grandeau v. South Colonie Central School Dist.*, 63 A.D.3d 1484, 1485-86, 881 N.Y.S.2d 549 (2009); *Ruffin ex rel. Sanders v. Boler*, 384 Ill. App. 3d 7, 890 N.E.2d 1174, *app. denied*, 229 Ill. 2d 695, 900 N.E.2d 1126 (2008).

Second, *Ma'ele* allowed Dr. Tencer to testify that a crash like the one involved in that case “generally” does not cause injuries. 111 Wn. App. at 561. In that case, the doctor testified that the maximum possible force could not have injured a person. *Id.* at 561-62. Division I ruled that Dr. Tencer could properly testify “about the nature of the forces involved in low-speed collisions and the likelihood of injury from such forces.” *Id.* at 564. *Ma'ele* does not say that Dr. Tencer testified about the specific plaintiff in that case or any idiosyncrasies that plaintiff may have had.²

Plaintiff claims that *Ma'ele* is limited to its facts but fails to explain how or why. In that case, plaintiff was rear-ended by the tortfeasor. The trial court found the tortfeasor liable. The only issue to go to the jury was damages.

At trial, plaintiff called two chiropractors who testified that the accident had injured him and that he would suffer long-term effects. The defense chiropractor testified that plaintiff was not seriously or permanently injured. Dr. Tencer testified as explained *supra*, but did not opine as to the plaintiff's symptoms, diagnosis, or as to whether plaintiff had been injured in the collision.

² Plaintiff correctly observes that Dr. Tencer did not purport to offer a medical opinion on whether plaintiff was injured or not. Consequently, plaintiff's repeated arguments that Dr. Tencer did not consider her specific issues (obesity, etc.) are puzzling.

The jury found that the accident had not proximately caused the claimed injuries. Division II affirmed, over the plaintiff's argument that Dr. Tencer's evidence should not have been permitted.

In this case, plaintiff's medical experts testified that her injuries were caused by the accident. (3 RP 236:10-16) Dr. Spanier testified specifically that the force of the impact caused plaintiff's injuries. (2 RP 106:22-107:3, 160:9-13, 169:2-3)

The defense medical experts disagreed. Dr. Brzusek testified that plaintiff's injuries from the accident were limited to minor cervical and lumbosacral strain, bruising to the right knee, and right shoulder sprain. (3 RP 301:17-302:25) Dr. Brzusek testified the sacroiliac joint problem was not related to the accident. (3 RP 292:7-294:9)

Thomas Renninger, D.C., testified that plaintiff's chiropractic treatment was excessive. (4 RP 364:12-17) The treatment by Dr. Folweiler was not reasonable, necessary, or related to the accident. (RP 368:7-11) The medical records did not document any visible signs of trauma. (RP 365:11-17) Dr. Renninger testified that plaintiff's injuries from the accident were strain/sprain injuries to the cervical area of the right shoulder and the low back and sacral region. (RP 369:1-13)

Ms. Cooper prepared an offer of proof of Dr. Tencer's testimony. (12/28/10 RP 1-14) Dr. Tencer established his qualifications. He also

explained the scientific steps he took to determine the forces involved in the accident. (12/28/10 RP 3-6) Dr. Tencer determined that the G force on the occupants of plaintiff's vehicle (the Ford Aerostar van) was 1.1 Gs, equivalent to bumping the curb when parking a car. (12/28/10 RP 7-8)

Dr. Tencer also opined that plaintiff would not have hit her head on the driver side window in this accident. (12/28/10 RP 11:10-12:11) He also explained how a spine would move in a side impact similar to this accident. (12/28/10 RP 12:12-13:6)

Ma'ele applies. Plaintiff's reliance on a Colorado case, *Schultz v. Wells*, 13 P.3d 846 (Colo. App. 2000), is thus inapposite.³

Plaintiff claims that Dr. Tencer's testimony was irrelevant because the defense medical expert agreed that she had suffered *some* injury. But Dr. Tencer's testimony would have still been relevant because the jury could have relied on it to find that plaintiff was not as injured as the jury found her to be without Dr. Tencer's evidence.

Plaintiff also claims that Dr. Tencer could not opine about her credibility or the credibility of her witnesses. But that is not what Dr. Tencer would have done. His testimony would not have dealt with

³ Furthermore, although *Shultz* did not completely adopt the test set forth in *Daubert v. Merrell Dow Pharmaceuticals, Inc.*, 509 U.S. 579, 113 S. Ct. 2786, 125 L. Ed. 2d 469 (1993), the court said that trial courts could consider the *Daubert* factors. Washington courts do not follow *Daubert*.

credibility. It would have dealt with whether one could expect injury to have occurred from such a minor collision, where the G force on the vehicle occupants was 1.1, equivalent to bumping the curb when parking a car. (12/28/10 RP 7-8)

That other witnesses testified that the collision was minor or low impact means nothing. “Minor” and “low impact” are relative terms. Dr. Tencer would have given the jury a more concrete reference point from which to judge the force of the impact: a specific G force with an example of that G force in any everyday situation: bumping the curb when parking the car. Thus, his testimony would not have been cumulative.

Plaintiff asks how what she terms is a “conflict” between the four medical experts and Dr. Tencer’s testimony would have been resolved? There was no real conflict between Dr. Tencer’s testimony and the defense medical expert, but even if there were, the jury would have resolved any conflict.

Dr. Tencer’s testimony corroborated the medical opinions of the defense medical experts. More importantly, Dr. Tencer’s testimony refuted plaintiff’s testimony about the sudden jolt, slamming, and jerking. (1 RP 24:21-25:8) Dr. Tencer’s testimony would have refuted plaintiff’s medical experts who testified about a repetitive jarring impact, and that the force of the collision caused all of plaintiff’s injuries (2 RP 91, 160) and

that in the accident plaintiff “accelerated very quickly and back and forth within her vehicle,” and “moved the steering wheel violently left to right” causing her to hit the left side of her face against the window. (3 RP 226:22-25; 3 RP 227:16-25)

Plaintiff’s reliance on *Carlos v. Cain*, 4 Wn. App. 475, 481 P.2d 945 (1971), is misplaced. In that case, the plaintiff claimed that an auto accident had caused him to suffer from bruxism, the habit of grinding one’s teeth. In that situation, medical testimony would be required, and testimony as to the force of impact would be irrelevant.

Citing *Boeing Co. v. Heidy*, 147 Wn.2d 78, 51 P.3d 793 (2002), plaintiff claims that “‘average’ or ‘generally-applicable theories’” cannot be used to determine whether plaintiff suffered injury here. (Resp. Br. 23) That is not what *Heidy* says. *Heidy* involved whether an employer could use a median-based allocation method to allocate part of a worker’s hearing loss to age and part to work-related causes for purposes of workers compensation. The court said “no”, the worker’s workers compensation award could not be reduced “based simply on the age of the worker.” *Id.* at 86.

This is not a workers compensation case. Even if *Heidy* applied to ordinary personal injury cases, no one here is trying to use median-based allocation to allocate part of plaintiff’s injuries to a naturally occurring

disability like hearing loss. Ms. Cooper offered, but was not allowed to present, expert scientific testimony about the G force involved in the accident and the physical impact on the vehicle occupants.

Exclusion of Dr. Tencer's testimony was not harmless error. As explained above, Dr. Tencer's opinion corroborated the defense medical experts. More significantly, it refuted plaintiff's testimony about the accident thus calling her credibility into question.

Plaintiff argues there was no prejudice because the jury's award was consistent with the amount of medical expenses Cooper argued in closing. Plaintiff ignores that Cooper's closing argument about medical expenses was specifically premised on the assumption that plaintiff was credible. (4 RP 525) Plaintiff's argument also assumes that certain amounts of the jury's award were for medical expenses and certain amounts were for general damages. Plaintiff's argument is an improper attempt to impeach the verdict. The jurors' mental processes and weight given to particular evidence are determinations that inhere in the verdict and are not subject to challenge. *Cox v. Charles Wright Acad., Inc.*, 70 Wn .2d 173, 179-80, 422 P.2d 515 (1967). The exclusion of Dr. Tencer's testimony was prejudicial error.

Finally, Cooper did not waive any issue regarding Dr. Tencer. Plaintiff argues that Cooper could have called Dr. Tencer if plaintiff

opened the door. The trial court's December 6, 2010, order denying Cooper's motion for reconsideration unequivocally states: "Allan Tencer, Ph.D., shall not be permitted to testify at trial." (CP 470) This final order on the issue foreclosed any opportunity to present Dr. Tencer's trial testimony. Excluding his testimony is reversible error entitling Cooper to a new trial.

C. THE SUPERIOR COURT'S STATUTORY COSTS AWARD WAS ERROR.

Plaintiff misinterprets RCW 7.06.060(3). The statute does not state that the trial court can award costs for both the arbitration and trial. The statute says an award of costs for both the arbitration and trial is not prohibited. The statute contemplates that if one party prevails at the arbitration and the arbitrator awards costs, the party can also obtain an award of trial costs from the trial court if that party prevails at trial. Trial costs can be awarded by the trial court even if the party requesting trial de novo improves her position. Plaintiff's interpretation of the statute is unsustainable.

D. PLAINTIFF WAS NOT ENTITLED TO ATTORNEY FEES BECAUSE SHE DID NOT IMPROVE HER POSITION AFTER THE TRIAL DE NOVO REQUEST.

Plaintiff here would have been entitled to attorney fees under MAR 7.3 and RCW 7.06.060(1) only if Cooper had "fail[e]d to improve . . . her position on ~~the~~ trial de novo." The arbitrator had awarded \$23,300. (CP

585) Plaintiff's offer of compromise was \$23,299.99, a penny less than the arbitration award. (CP 587) The jury on the trial de novo awarded \$22,000. (CP 483) The judgment on the verdict plus statutory costs and attorney fees, however, was \$23,469.83. (CP 560)

Thus, the jury award was less than both the arbitration award and plaintiff's offer of compromise. Cooper did improve her position on the trial de novo within the meaning of MAR 7.3. She improved her position because the compensatory damages awarded by the jury were less than the compensatory damages awarded by either the arbitrator or in the offer of compromise. *See Tran v. Yu*, 118 Wn. App. 607, 75 P.3d 970 (2003).

Plaintiff's offer of compromise was for \$23,299.99 "inclusive of costs, statutory attorney fees, and attorney fees and sanctions." (CP 587) Relying on this language, plaintiff claims that attorney fees under MAR 7.3 are warranted under *Niccum v. Enquist*, 152 Wn. App. 496, 215 P.3d 987 (2009), *rev. granted*, 168 Wn.2d 1022 (2010), because the judgment on the verdict plus costs and statutory attorney fees was greater than the offer of compromise. The Washington Supreme Court has granted review in *Niccum*, so Division III's opinion could be reversed.

In any event, Division III's reasoning in *Niccum* makes no sense. The offer of compromise in *Niccum* purported to be inclusive of costs and statutory attorney fees, but did not break out what portion of the offer was

attributable to damages and what was attributable to costs and attorney fees. To make an educated determination of whether to accept the offer or go to trial, the defendant had to guess what costs were going to be, the offer in *Niccum* having specified statutory attorney fees.

In essence, under *Niccum*, to determine whether the party requesting trial de novo has improved its position on trial de novo over an offer of compromise or offer of judgment inclusive of unsegregated costs and attorney fees, the court will use what the responding party does not and cannot have at the time the offer was made—the exact costs and attorney fees awarded after the trial de novo verdict—to determine what portion of the offer constituted costs and fees. But in determining whether to accept such an offer, the party who requested the trial de novo does not and cannot know what the exact costs will be.⁴

The purpose of MAR 7.3 is to discourage meritless appeals, *i.e.*, meritless trials de novo. *Tran*, 118 Wn. App. at 611-12. Here, the trial de novo was not meritless. The jury awarded less than the arbitration award and the gross amount of the offer of compromise. (The jury might well have awarded even less had Dr. Tencer been allowed to testify.)

⁴ Even though her offer of compromise purported to include not only “costs [and] statutory attorney fees,” but also “attorney fees and sanctions”, plaintiff properly does not claim that the attorney fees under RCW 7.06.060(1) and MAR 7.3 or sanctions should be considered in determining whether Cooper improved her position at trial de novo.

At the time the offer of compromise was made, it was impossible to determine how much of the \$23,299.99 offer was costs versus compensatory damages. Consequently, it was impossible for defendant Cooper—at the time she was determining whether to accept the offer of compromise—to determine how much the jury verdict would have to be to beat the offer. The only thing that Cooper could know was that the compensatory damages portion of the \$23,299.99 offer of compromise must have been equal to or less than the \$23,299.999 offer. Requiring the party requesting the trial de novo to guess could not have been the intent of MAR 7.3.

For example, suppose the jury had come back with a verdict of \$21,830.16, even less than the actual verdict here. No one would doubt that that sum is less than the gross amount of the offer of compromise, \$23,299.99. But because the trial court subtracted the \$1,469.83 statutory attorney fees and costs from the offer of compromise, plaintiff would claim she would be entitled to attorney fees under RCW 7.06.060 and MAR 7.3.

Hence, to make MAR 7.3 make any sense at all, compensatory damages should be compared with compensatory damages without regard to statutory attorney fees and costs. Then and only then would the parties

know what would have to happen to entitle the party not requesting the trial de novo to attorney fees under MAR 7.3 and RCW 7.06.060.

Tran v. Yu, 118 Wn. App. 607, 75 P.3d 970 (2003), governs. In that case, the arbitration award in mandatory arbitration was \$14,675. The defendant requested a trial de novo. The jury returned a verdict totaling \$13,375, which was less than the arbitration award.

However, the plaintiff sought \$3,205 in attorney fees under CR 37(c) for costs incurred in proving amounts the defendant had denied in requests for admission and \$955.80 in statutory costs. With the addition of these fees and costs, the total amount of the judgment was \$17,535.80, more than the arbitration award. The court ruled that attorney fees under MAR 7.3 and RCW 7.06.060 were not warranted.

E. PLAINTIFF IS NOT ENTITLED TO ATTORNEY FEES AND COSTS ON APPEAL.

Plaintiff asks this Court to award fees and costs pursuant to MAR 7.3. The trial court erred in awarding MAR 7.3 fees and costs. Therefore, plaintiff is not entitled to MAR 7.3 fees and costs at superior court or this Court. This Court should reject plaintiff's request for an award of fees and costs.

II. CONCLUSION

This appeal is timely. Ms. Cooper was deprived of a fair trial when she was denied the right to present the qualified and relevant expert

testimony of Dr. Tencer. Ms. Cooper improved her position at the trial de novo so no MAR 7.3 fees were owed. This Court should reverse and remand.

DATED this 10th day of November, 2011.

REED McCLURE

By 
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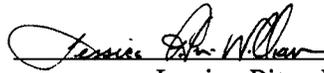
affiant deposited in the United States mail, postage prepaid, copies of the following documents:

1. Reply Brief of Appellants; and
2. Affidavit of Service by Mail;

addressed to the following parties:

Angela Wong
Attorney at Law
1900 West Nickerson, Suite 209
Seattle, WA 98119

DATED this 18th day of November, 2011.



Jessica Pitre-Williams

SIGNED AND SWORN to before me on 11-18-11 by

Jessica Pitre-Williams.



Print Name: Rebecca C. Barrett
Notary Public Residing at Lynnwood, WA
My appointment expires: 4-9-2014

