

No. 68494-9-1

COURT OF APPEALS, DIVISION I
OF THE STATE OF WASHINGTON

RANJIV HAYRE and SUKHJIWAN HAYRE,

Respondents,

v.

DEAN STREET and JANIS L. STREET, husband and wife,
individually and their marital community,

Appellants,

EVERGREEN MONEYSOURCE MORTGAGE CORPORATION, a
Washington corporation; MORTGAGE ELECTRONIC
REGISTRATION, INC. ("MERS"), a Delaware corporation; and
SAXON MORTGAGE SERVICES, INC., a Texas corporation,

Defendants.

APPEAL FROM THE SUPERIOR COURT
FOR KING COUNTY
THE HONORABLE MICHAEL J. HEAVEY

2012 OCT 12 PM 1:51
COURT OF APPEALS
STATE OF WASHINGTON

W

REPLY BRIEF OF APPELLANTS

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I. INTRODUCTION

Washington law favors the settlement of disputes, but by definition, a settlement requires a meeting of the minds on the material terms and conditions for resolving a dispute. The Hayres acknowledge that “a trial court should treat the burdens of proof and evidence [involving CR 2A motions to enforce settlement agreements] in the same way as the court would treat a summary judgment motion.” (Resp. Br. 20) citing *In re Marriage of Ferree*, 71 Wn. App. 35, 44, 856 P.2d 706 (1993)). Because there is a genuine issue of material fact as to whether the parties’ attorneys here agreed on all the material terms of their alleged settlement, the order granting the Respondents Hayres’ motion to enforce it must be reversed. In fact, because there is no genuine issue of material fact that the attorneys did *not* agree on material terms, the case must be remanded for trial on the underlying action.

II. REPLY STATEMENT OF FACTS

The trial court held that the parties reached an enforceable CR 2A agreement regarding the material terms for the conveyance of real property based upon a two line email. At 2:48 p.m. on February 6, 2012, Michael Hunsinger, the attorney for the Appellants Dean and Janice Street, emailed the following 31-word

offer to Lawrence Glosser, the attorney for the Hayres: “Dean rejects your clients’ counter-offer of \$40,000. He renews his offer to accept payment of \$50,000 and transfer of title to the property to him and his wife, with mutual releases.” (CP 189)

Two minutes later Mr. Glosser emailed his 48-word acceptance of that offer, merely providing a broader definition of what constituted “mutual releases:”

I am authorized to accept the offer of \$50k and conveyance of the property to Dean Street in exchange for a full and complete release of all claims and causes of action related to the acquisition and ownership of the property whether past, present, future, known or unknown.

(CP 189) He then added this sentence: “If that works, I will strike my motion before Judge Heavey **and we can work on an agreeable settlement and release.**” (emphasis added) (CP 189) Mr. Hunsinger promptly replied, “Agreed. **Please prepare the paper work.**” (emphasis added) (CP 189)

By acknowledging the need to “work on an agreeable settlement and release,” Mr. Glosser clearly understood that a document containing many more terms than that skeletal email exchange was necessary in order to effectuate a settlement. This understanding was corroborated by his subsequent transmission to

Mr. Hunsinger of a single-spaced, three and-one half page, proposed Settlement Agreement and Mutual Release consisting of eight paragraphs of recitals followed by an 18-paragraph agreement, containing many terms he and Mr. Hunsinger had never discussed. (CP 192-95, 331-34) He also sent Mr. Hunsinger a quit claim deed (CP 340-41) and real estate excise tax affidavit (CP 300) which the two had never talked about. These documents will be referred to in the aggregate as "the first proposed agreement."

After Mr. Hunsinger informed Mr. Glosser that the email exchange did not constitute an enforceable settlement agreement, the Hayres filed a Motion to Enforce Settlement Agreement And Request for Terms, including a copy of the first proposed agreement that Mr. Glosser had sent to Mr. Hunsinger. (CP 178-183) However, as the Hayres acknowledge, the Hayres' motion did not ask the trial court to enforce the first proposed agreement. (Resp. Br. 10)

Instead, the Hayres asked the trial court to enter an order requiring the Streets to sign a settlement agreement containing three terms: the Hayres would pay the Streets \$50,000, the Hayres'

interest in the Property would be transferred to the Streets, and there would be a mutual release of any claims. (CP 178-83) The trial court entered the Hayres' proposed order, which further stated that if the Streets "refuse to sign a settlement agreement based on those terms" by February 29, 2012, the Hayres were to deposit the \$50,000 into the Clerk of the Court, the partition referee Rebecca Wiess would convey the Hayres' interest in the Property to the Streets (without saying how), and all of the Streets' counterclaims against the Hayres would be dismissed with prejudice. (CP 371-373)¹

If – as the Hayres contend – the brief Hunsinger-Glosser email exchange contained all the material terms of an enforceable agreement and the remainder of the lengthy and detailed first proposed agreement consisted of "refinements and minor details" (Resp. Br. 12), they would have asked the trial court to order the enforcement of the first proposed agreement. Recognizing that the

¹ The first proposed agreement contained numerous material terms that had not been agreed upon and which the Streets understandably refused to accept. Several days after entry of the February 17th Order, Mr. Glosser then sent a second proposed settlement agreement, quit claim deed, and excise tax affidavit ("the second proposed agreement") to Mr. Hunsinger which contained numerous terms that differed from the first proposed agreement. (CP 395-402) The Streets did not sign that either, as it too contained several material terms that were never discussed or agreed to. (CP 404-06)

first proposed agreement contained numerous provisions not discussed, let alone agreed to by the parties, they did not do so. Instead, the Hayres asked the trial court to require that the Streets sign “a settlement agreement” including the three initial terms, or the referee would implement only those three terms.

III. REPLY ARGUMENT

A. **The Brief And Incomplete Hunsinger-Glosser Exchange Of Emails Fails To Reflect An Agreement On The Material Terms Required To Establish An Enforceable Settlement Agreement Under CR 2A.**

The parties failed to reach agreement on the material terms of a settlement agreement under CR 2A. As the Hayres concede, a settlement agreement based upon an exchange of correspondence between counsel may be enforced only when the material terms of the agreement are all reflected in their counsels' informal writings. (Resp. Br. 8) They also recognize that a “material term” is one that “confers rights upon the parties[] they would not otherwise have under the law.” (Resp. Br. 11, quoting *Morris v. Maks*, 69 Wn. App. 865, 870 n.2, 850 P.2d 1357, *rev. denied*, 122 Wn.2d 1020 (1993)). Their argument that such terms as the form of the conveyance, the warranties that the Hayres would give to the Streets, and the payment of excise taxes, fees and expenses of the

referee are “immaterial” is not supported by the case law or by the undisputed facts.

In **Morris**, this court affirmed an order enforcing a settlement agreement based on an exchange of letters that confirmed the seven material points of agreement that comprised the terms of the settlement.² This court held that “the settlement agreement is set forth in writings exchanged by the parties, including a letter signed by the party to be bound.” **Morris**, 69 Wn. App. at 869.

² In **Morris**, the letter stated:

The settlement points are as follows:

1. Evan Morris will transfer his entire interest in Maks Wood Products to Tom Maks or assigns.
2. Tom Maks and Maks, Inc. will each transfer their entire ownership interest in TRM to Evan Morris or assigns.
3. Evan Morris will assume all TRM liabilities.
4. Tom Maks will assume all Maks Wood Products liabilities.
5. Evan Morris will pay \$110,000 in cash to Tom Maks at closing.
6. Evan Morris or assigns will receive all of the TRM assets, except for the following, which will be retained by Tom Maks:
.....
7. Evan Morris will transfer to Tom Maks his ownership interest in Maks Sawmill, Inc., ... the Sawmill's existing lease ... will be terminated and in lieu of the lease the parties will enter into a one year rental/storage agreement which shall permit the Sawmill equipment to be stored on the property but will not permit the tenant to use the property for any other purpose....
8. Ferguson & Burdell's fees through July 3, 1991 will be paid by TRM.

Morris, 69 Wn. App. at 870 n.1.

The obligation to transfer title to real property at issue here is a far more complex transaction than the agreement to convey partnership interests that was at issue in *Morris*. Here, the brief exchange of emails between attorneys Hunsinger and Glosser did not establish the basis of the material terms of an agreement to convey real property.

The issue is not whether a CR 2A agreement regarding real property must comply with the real estate statute of frauds as the Hayres' misrepresent. (Resp. Br. 13-14, citing *Synder v. Tompkins*, 20 Wn. App. 167, 172, 579 P.2d 994, *rev. denied*, 91 Wn.2d 1001 (1978)). The Hayres' argument is a red herring as the Streets have consistently argued that the agreement is unenforceable because it lacks material terms under CR 2A, and not that it is void under RCW 64.04.010. (CP 290-95)

The issue is instead whether counsel's brief exchange of email addressed all "material terms."³ Washington case law, which consistently holds that agreements for the sale of real estate "must

³ There is no significance that Mr. Hunsinger initiated discussion of the three terms of the Hunsinger-Glosser email exchange. (Resp. Br. 2) That has nothing to do with the controlling legal issue before the trial court and this court: whether there were other material terms not even mentioned by Messrs. Hunsinger or Glosser that had to be agreed upon to establish an enforceable CR 2A agreement.

be definite enough on material terms to allow enforcement without the court supplying those terms,” is instructive because it holds that such terms as the form of deed, liability for taxes, and expenses related to the conveyance are material terms. **Sea-Van Investments v. Hamilton**, 125 Wn.2d 120, 129, 881 P.2d 1035 (1994) (quoting **Setturlund v. Firestone**, 104 Wn.2d 24, 25, 700 P.2d 745 (1985)). These terms are no less material when a court attempts to specifically enforce a settlement agreement requiring the conveyance of real property under CR 2A.

It is undisputed that one of the three key terms discussed and agreed to during the brief Hunsinger-Glosser email exchange was the transfer of the Hayres’ interest in the Property to the Streets. Here, the trial court held enforceable an obligation to convey real property that the parties initially described as a “transfer of title to the property to [Street] and his wife” (Mr. Hunsinger, CP 189) and a “conveyance of the property to Dean Street,” (Mr. Glosser, CP 189), that would be detailed in a subsequent “agreeable settlement and release.” (CP 189, 291)

These are remarkably incomplete descriptions of the terms of a real estate transaction. It is undisputed that:

- The Hayres' conveyance to the Streets had to be in the form of a deed;
- The deed had to be recorded;
- The deed could not be recorded without an accompanying real estate excise tax affidavit describing the amount of real estate excise tax owed or an exemption therefrom;
- If real estate excise tax were owed, it had to be paid before the deed could be recorded;
- Unless an exemption applied, the amount of excise tax owed would range from \$2,670 to over \$11,500 (CP 293);
- The parties had never discussed, let alone agreed on (1) what form of deed – a statutory warranty deed, a quit claim deed, or some other deed – would be used to convey the interest; (2) what form of excise tax affidavit would be used; or (3) who would pay the real estate excise tax if it were owed.
- The parties did not discuss allocation of the fees of the partition referee upon the contemplated dismissal of the action.

These terms were addressed in the first proposed agreement sent to the Streets by Hayres' counsel, but they were nowhere to be found in counsels' brief email exchange. (CP 300, 331-34, 340-41) Not only did they materially affect the Streets' rights, but it was undisputed that the Streets would not and did not agree to them in the manner imposed upon them by the trial court.

(CP 291-95) The parties' alleged "settlement agreement" based on their counsel's exchange of emails was materially incomplete and the order approving its enforcement must be reversed.

1. The Deed.

The form of conveyance – the type of deed by which title is transferred is a material term to any enforceable agreement for the conveyance of real property. See *Halbert v. Forney*, 88 Wn. App. 669, 676, 945 P.2d 1137 (1997) (agreement for sale of real property lacked material terms because it did not specify form of deed). Not only did the Hunsinger-Glosser email exchange contain no description of the deed to be used, the Hayres' first proposed agreement inconsistently described the requisite deed. The first proposed agreement provided for and included a form of quit claim deed (CP 332, 340-41), but the accompanying excise tax affidavit referred to a statutory warranty deed. (CP 300) The Streets would not have agreed to anything less than a statutory warranty deed. (CP 294)

The statutory warranty deed is the gold standard by which a grantee obtains a grantor's interest in real property because it contains the broadest and most extensive covenants and

warranties, facilitating the grantee's ability to later obtain title insurance to sell that interest to someone else. By statute a statutory warranty deed contains the finding warrants:

. . . (1) That at the time of the making and delivery of such deed he or she was lawfully seized of an indefeasible estate in fee simple, in and to the premises therein described, and had good right and full power to convey the same; (2) that the same were then free from all encumbrances; and (3) that he or she warrants to the grantee, his or her heirs and assigns, the quiet and peaceable possession of such premises, and will defend the title thereto against all persons who may lawfully claim the same, and such covenants shall be obligatory upon any grantor, his or her heirs and personal representatives, as fully and with like effect as if written at full length in such deed.

RCW 64.04.030

Here, it is undisputed that the purpose of the anticipated conveyance was to facilitate the Streets' short sale of the property upon the lender's consent to forego a deficiency judgment against the Streets. (CP 249)

A quit claim deed, on the other hand, is at the opposite end of the "clean title" spectrum. As Prof. Stoebuck confirms, a quit claim deed ". . . carries *no warranties whatsoever*; it conveys whatever title the grantor may happen to have, without any representation that he has the slightest interest in the land."

William Stoebuck and John Weaver, 18 *Wash. Prac., Real Estate* §14.2 (2d ed. 2004) (emphasis in original) A quit claim deed does not create a presumption that a fee simple estate was transferred unless it expressly says so. “Rather, a quit claim deed merely conveys all the then existing legal and equitable rights of the grantor.” ***Roeder Company v. K & E Moving & Storage Co., Inc.***, 102 Wn. App. 49, 56-57, 4 P.3d 839 (2000), *rev. denied*, 142 Wn.2d 1017 (2001) (quotation omitted). The quit claim deed that the Hayres asked the Streets to sign contained no warranties of any kind, merely stating that they “convey and quit claim” their interest. (CP 340)

Here, in ordering enforcement of “a settlement agreement,” the trial court called for the partition referee to “convey all of the interest of Ranjiv Hayre and Sukhjiwan Hayre interest [sic] in the subject property to Dean and Janis Street; . . .,” without specifying the form of deed. (CP 372)⁴ Fiduciaries typically employ a “bargain and sale” deed under RCW 64.04.040, which carries only three of the five covenants contained in a statutory warranty deed:

⁴ Because this was a partition action between joint tenants with equal one-third interests in the property, the superior court appointed a referee under RCW 7.52.080 with authority to sell the property. (CP 104)

[1] the grantor was seized of an indefeasible estate in fee simple, [2] free from encumbrances, done or suffered from the grantor, except the rents and services that may be reserved, [3] and also for quiet enjoyment against the grantor, his or her heirs and assigns....

RCW 64.04.040.

As Professor Stoebuck explains, the fiduciary's bargain and sale deed warrants only against those defects in title that have been incurred during the time in which the fiduciary holds title:

Moreover, the covenants of the bargain and sale deed are only against title defects incurred by the grantor, not against defects that existed on the land when the grantor took title... The bargain and sale deed is designed for use by fiduciaries, such as trustees and administrators, whose nominal interest in land they convey prompts them to limit their liability to only title defects incurred while they hold title.

18 *Wash. Prac., Real Estate* §14.2.

Unlike a statutory warranty deed, a referee's fiduciary deed does not warrant that she "had good right and full power to convey" the Hayres' interest in the property or, more importantly, that she "will defend the title thereto against all persons who may lawfully claim the same, and such covenants shall be obligatory upon any grantor, his or her heirs and personal representatives, as fully and with like effect as if written at full length in such deed." RCW 64.04.030. If a quitclaim or fiduciary deed is recorded, therefore,

the Streets will only be able to sell whatever interest in the Property they obtain from the Hayres.

An enforceable CR 2A settlement agreement would have described the deed to be used by the Hayres to affect “transfer of title to the property” (Mr. Hunsinger’s email language) or for the “conveyance of the property” (Mr. Glosser’s language). (CP 189) Whether the Streets are protected by the five covenants of a statutory warranty deed (demanded by the Streets), the three that come with a bargain and sale deed (drafted by the referee), or none, as is typical in the quit claim deed presented by the Hayres, is a material issue that cannot be resolved by operation of law. Compare *Morris*, 69 Wn. App. at 870 n.2 (warranties regarding conveyance of partnership interest are not material term where they are established by operation of law). The form of deed – an issue that was never discussed by the parties in the purported email “settlement agreement” – “confer[s] upon the parties rights they would not otherwise have under the law,” and was therefore material. *Morris*, 69 Wn. App. at 870 n.2. Its omission renders the “settlement agreement” unenforceable.

2. The Excise Tax Affidavit And Excise Tax.

The Hunsinger-Glosser email exchange made no mention of the real estate excise tax. Even the first proposed agreement did not discuss the payment of the tax, as the Hayres instead submitted an excise tax affidavit containing a questionable proposed exemption that the Streets reasonably believed did not apply. (CP 292-300) Even Mr. Glosser acknowledged that although he thought the exemption applied, “. . . if for some reason it doesn't work we can probably have the transfer ordered by the Court.” (CP 328)

Relying on material outside the record and without filing a RAP 9.11 motion, the Hayres argue that several months after the trial court entered its order, the Washington Department of Revenue determined no excise tax was owed. However, this does not render the issue any less material as of the time the trial court entered its order enforcing a settlement agreement: the Streets would not have entered into a settlement agreement that called for them to sign the Hayres' proposed real estate excise tax affidavit. This court should reject the Hayres' contention that the issue is moot.

Since the signing of an erroneous excise tax affidavit under penalty of perjury is subject to a felony conviction, a provision containing a questionable exemption to avoid the payment of excise tax is a material component of a CR 2A agreement calling for the conveyance of an interest in real property. And, where the amount of that excise tax might be more than \$11,500, agreeing on who pays it “confers upon the parties rights they would not otherwise have,” making it another material term of a CR 2A agreement.

3. Referee’s Fees.

The Hayres disingenuously assert that because RCW 7.52.150 and .480 govern the allocation and payment of referee’s fees and the Order “did not impose responsibility for the referee’s fees on either party as part of the settlement agreement,” the term was not material. (Resp. Br. 16) Those statutes anticipate that at the end of the partition litigation the trial court determines the amount the referee would be entitled for her services, and allocate the responsibility of each party to pay it.

Here, however, the Hayres allege that the parties agreed to terminate the partition action by entirely entering into a settlement

agreement resolving all of the issues involved in the litigation, one of which would necessarily involve the payment of the referee's fees. If, as the Hayres assert, the trial court lacked authority to consider the Streets' memorandum pointing out the practical difficulties in enforcing such a settlement, (Resp. Br. 3; see CP 347-49, 381-86), surely the trial court also lacked authority to resuscitate this action to make statutory allocation of the referee's fees. That is why the Hayres' first proposed agreement called for the parties to each pay one-half of those fees. (CP 332)

At the time the parties' attorneys conducted their brief settlement negotiations, the referee was entitled to be paid for the work she had performed during the partition litigation. The determination of the amount that the Hayres and the Streets would pay the referee would have affected the rights of the parties, and was therefore material. Even after the trial court's order is implemented by recording a referee's fiduciary deed payment of Ms. Wiess' fees will remain unallocated between the parties. It is a material term of any potential settlement between the parties, which never occurred.

B. The Hunsinger-Glosser Email Exchange Was An Unenforceable “Agreement To Agree,” Not An Agreement, Nor An Agreement With Open Terms.

An “agreement to agree” is not an enforceable contract. *Keystone Land & Dev. Co. v. Xerox Corp.*, 152 Wn.2d 171, 176, 94 P.3d 945, 948 (2004), *cert. denied*, 544 U.S. 905 (2005). The Hayres dispute that this was an “agreement to agree,” arguing that the agreement imposed by the trial court’s order “more closely resembles an agreement with open terms,” in which “the parties intend to be bound by the key points agreed upon with the remaining terms supplied by a court or another authoritative source, such as the Uniform Commercial Code.” (Resp. Br. 19, citing *Keystone*, 152 Wn.2d at 176)

This is a remarkable characterization of the parties’ exchange of emails, particularly because the Hayres diligently avoided the obvious opportunity to have the court “supply the remaining terms”: they had already drafted the first proposed agreement, sent it to the Streets, and presented it to the trial court with their motion, *but did not ask the trial court to enforce it*, even though the Hayres claimed in their motion that the first proposed agreement “did not include any additional or different material

terms” (CP 180). The Hayres now argue that the many specific items in the first proposed agreement, which indisputably *are* “additional” to the three discussed in the Hunsinger-Glosser email exchange, are “not, in fact, terms that convey or alter rights. They are refinements and minor details.” (Resp. Br. 12)

If the terms of the first proposed agreement were so immaterial, were “mere refinements of rights and liabilities” under this “agreement with open terms,” the Hayres would have asked the trial court to “supply the remaining terms” by enforcing *that* agreement. But they did not ask for that relief, instead leaving the trial court to instruct the parties to reach agreement on the remaining terms of settlement and if they (inevitably) failed to agree, delegating to the referee the task of deciding how that conveyance would be effectuated.

This type of “agreement to agree” is as unenforceable as the alleged settlement agreement in *Evans & Son, Inc. v. City of Yakima*, 136 Wn. App. 471, 149 P.3d 691 (2006) (App. Br. 31-34). Both cases involve written negotiations between attorneys that did not include an agreement on material terms. Both involve an “agreement to agree” to a later written agreement. Here, the

alleged settlement agreement was arrived at after written communications between the attorneys that consisted of only three emails comprising less than 300 words exchanged within 25 minutes discussing only three issues. (CP 189-90)

Mr. Hunsinger's acceptance of Mr. Glosser's offer that the attorneys "work on an agreeable settlement and release" clearly meant that on behalf of the Streets he intended to "work on an agreeable settlement and release" with Mr. Glosser that contained all the material terms necessary to effectuate the implementation of the three items mentioned in the email exchange. The trial court erred in enforcing this "agreement to agree."

C. The Hayres Are Not Entitled To Attorneys' Fees.

The Hayres speculate that the trial court awarded \$500 in its Order Enforcing Settlement Agreement And Granting Terms "because Street's baseless actions compelled them to bring a motion to enforce settlement." (Resp. Br. 23) They mention CR 11 as a possible basis for that award, but the Hayres in their motion to enforce cited no authority for their contention that the trial court "has discretion to impose an award of attorneys' fees." (CP 183) The trial court's order states only that fees were "incurred as a

result of their having to bring this Motion.” (CP 373)⁵ The trial court made no findings that would support an award of sanctions under CR 11. See **North Coast Elect. Co. v. Selig**, 136 Wn. App. 636, 649, 151 P.3d 211 (2007) (vacating award for failure to make findings that “state with specificity Selig’s sanctionable conduct.”) The award must be vacated for this reason alone.

An award of fees for frivolous litigation cannot be sustained on this record, neither in the trial court under CR 11 nor in this court under RAP 18.9. The Streets’ arguments are advanced with reasonable cause after reasonable investigation and for no improper purpose.

IV. CONCLUSION

The Hayres have cited no case in which a CR 2A settlement agreement was enforced that consisted of such a skimpy exchange of communications as those here because none exists. As the Hayres state, “When a party proposes settlement, and both parties clearly agree to the terms, that agreement should be enforced.” (Resp. Br. 4)

⁵ The Hayres also complain about the Streets’ continued opposition to enforcement after the trial court entered its Order Enforcing Settlement Agreement, but the attorney fees were awarded in the trial court’s February 17th Order and not as a result of any subsequent conduct. (CP 373)

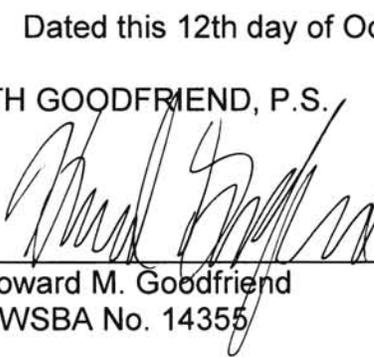
However, Washington law requires the parties to CR 2A agreements, like parties to all contracts, to *clearly* agree to *all material* terms: otherwise, they haven't agreed at all. Here, in an incredibly brief exchange between attorneys, two parties reached an agreement on what were arguably the most important terms of a settlement, but never got close to an agreement on several very important and disputed matters governing how that agreement would be implemented. There were so many material terms that had not even been discussed that the Hayres did not bother asking the trial court to rule on how the alleged agreement would be implemented. Instead, they obtained an order that remains unenforceable absent detailed supervision by the trial court and its referee.

The Order Enforcing Settlement Agreement And Granting Terms should be reversed, the fees vacated, and the case should be remanded for a trial on the underlying partition action.

Dated this 12th day of October, 2012.

SMITH GOODFRIEND, P.S.

THE HUNSINGER LAW FIRM

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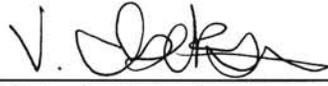
DECLARATION OF SERVICE

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

That on October 11, 2012, I arranged for service of the foregoing Reply Brief of Appellants, to the court and to the parties to this action as follows:

Office of Clerk Court of Appeals - Division I One Union Square 600 University Street Seattle, WA 98101	<input type="checkbox"/> Facsimile <input type="checkbox"/> Messenger <input checked="" type="checkbox"/> U.S. Mail <input type="checkbox"/> E-Mail
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DATED at Seattle, Washington this 11th day of October,
2012.



Victoria K. Isaksen