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STATE OF WASHINGTON
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NO. **70415-0-1**

COURT OF APPEALS, DIVISION 1
OF THE STATE OF WASHINGTON

JACQUELINE BERNI

APPELLANT

v.

WILLIAM BERNI

RESPONDENT

Reply
APPELLANT'S BRIEF ON APPEAL

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ORIGINAL

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I. RESTATEMENT OF THE CASE

The parties' Separation Contract was not drafted in or as a part of mediation. Mediation occurred on March 10, 2010. CP 21. A CR2A Agreement was signed on March 18, 2010. CP 21. The Contract was signed on March 24, 2010, when no counsel were present with parties. CP 28. CP 230.

Jaci and Bill defined "earned income" in their Separation Contract. CP 26. They itemized exclusions. CP 27. Neither referred to any other definition (IRS or otherwise). They agreed that maintenance would be paid even if Bill was eligible for unemployment compensation:

The Husband shall pay the sum of \$750.00 per month on the first day of each month, commencing April 1, 2010, and continuing through and including December 1, 2010, so long as the Husband is still eligible for Unemployment benefits, regularly employed, or a licensed contractor. CP 26.

Yet Bill argued to the trial court for exclusion of his unemployment income as a basis for maintenance for 2010. CP133.

The Separation Contract does not specify monthly payments beyond December 1, 2010, but sets a date by which any unpaid amounts due are to be made up—paid by the end of February the

following year, with any catch-up payments due May 1, once tax information was provided. CP 26. Bill did not make payments in a timely manner. CP 220.

When payments were made by Bill after December 1, 2010, he gave Jaci no indication what the payments were intended for. Complete 2009 tax information, which was needed to determine the full amount owed in 2010, was never provided, including W2-G forms for gambling income (just the IRS transcript). CP 220 Bill benefited in claiming maintenance deductions against his new wife's high income in 2010. CP 220. 2010 tax information was not disclosed until, after Jaci's first Motion in March 2012 (it was due to Jaci on April 16, 2011, CP 26). CP 219. Whatever payments Bill made in any given tax year were an income tax deduction in the year when they were paid, even though they were to be calculated based on total income earned in the previous year (i.e., payments made in 2010 Jaci understood to be based on 2009 income; likewise maintenance based on 2010 income was due in 2011). CP 220-221.

A gambler does not have to use his Player's Card—it's a convenience if he does—so any summary from card use from a single

casino does not necessarily capture all gambling activity by that person. It shows only gambling activity “when your Players Rewards Card was used” and not “wins or losses from games that do not accept the Players Rewards Club card.” CP 192. On its face, the Tulalip casino letter gives “no representation or warranty of the accuracy of the information.” CP 192. Rather, a gaming diary is to be used to track actual income and losses. CP 192. Bill produced no gaming diary. He produced no records from other gambling locations. CP 216-217. In 2010 Bill received \$10,998 in unemployment compensation. CP 351. The same year he claimed \$48,322 as “other income” on line 21 of his 1040 form—from gambling W-2G forms. CP 345. CP 228.

Bill refused to provide a copy of his mother’s Trust document, which would shed light on whether the alleged “loan” for \$11,000 was authorized or whether it would count as income to Bill. CP 32. Bill’s brother, George, paid for construction work done by Bill by sending a check to Bill’s attorney (for fees) instead of to Bill. CP 215. Bill’s attorney received work by Bill on his own property in lieu of a direct payment of fees. CP 92.

After the divorce, Bill changed his phone number, moved, and

directed Jaci not to contact him, even though the parties' son or Bill's attorney. CP 221-223. Jaci found his new address when she did a Google search for her own name a year later. CP 223. At the time of divorce, Bill told Jaci he was dying of cancer, soliciting her compassion. CP 220. (Yet he lives on.)

No evidence was produced to verify Bill's claims that records requested by Jaci were no longer available at the time of enforcement (i.e., Wells Fargo, Verizon phone records). CP 126, 139. CP 223

Allocation of hidden assets was to be 75% to the party who discovered them. ¶1.7. CP 19. Providing answers to discovery requests is set out in ¶1.13 of the Separation Contract. CP 20. Maintenance is set forth six pages later, in Section VII. CP 26.

Jaci's fees and costs for the enforcement of orders that led to the motion on appeal, starting in March 2012, are **\$4,209**. CP 4-6 summarized in **Appendix B** hereto. **\$3,887.94** were related to reply and continuance hearing. CP 240. **\$1,510** were incurred for a second continued hearing. CP 244. Revision and Reconsideration fees, as well as fees on appeal, will be submitted after oral argument.

Facts asserted in Bill's Response Brief which do not appear in

record below and thus should be stricken and not considered:

- That Bill was the caretaker for his Mother, or that she was in hospice care
- There is no copy of a Note in the record (regarding the \$11,000 received by Bill from his mother).
- The contents of Bill's 2012 Motion for Reconsideration, Clarification and CR60 are not part of this record and self-serving descriptions thereof should be disregarded. See *Response Brief*, page 10.
- What Commissioner Jeske "felt" is not a part of the record. *Id.*

II. DISCUSSION IN REPLY

2.1 Bill asks the court to give weight to "error" standard on revision.

At page 13 of Respondent's Brief, he cites from the record of the revision hearing before Judge Spector: "Why is that an error?" the judge asked. She commented that Commissioner Garratt gave "a very reasoned analysis." This exposes the court's thinking on revision, that of looking for an error in the Commissioner's analysis, which is not the proper standard. The court on revision is to make a decision based on *de novo* review of the record that was before the Commissioner. Because the judge was looking for or examining the

Commissioner's decision or analysis for "error," and absent any further findings in the record to show that her decision was in fact based on *de novo* review, this court should find that Judge Spector erred as a matter of law in applying the incorrect standard of review on revision. She gave undue weight to the Commissioner's analysis and decision.

2.2 Discrepancies with IRS definitions support finding that IRS definition was not the parties' intent.

Nowhere in the parties' settlement agreement did they state that they were relying upon IRS definitions for "earned income." In fact, they specifically provided that the period in which Bill was receiving unemployment compensation was to result in maintenance paid out at a rate based on that compensation. The IRS does not consider unemployment compensation to be "earned income," but these parties did. Bill strains to avoid the definition of "earned income" the parties agreed to in black-and-white in the PSA. But there is no need to go outside the four corners of the document when the parties themselves took the time to define what "earned income" would mean for purposes of spousal maintenance: If it shows up on a W-2 form, or on a 1099 form, or if it appears on a tax return, it's earned

income for purposes of maintenance. They provided for two exclusions. They did not exclude any type of W-2 form (like a W-2G).

2.3 Bill's exaggerated examples do not fit the description.

In an attempt to argue that Jaci's application of the "earned income" definition is absurd, Bill suggests that Jaci could claim gross business revenue as income without regard to expenses. *Resp. Brief, pg 17*. But gross business revenues are not reported on a W-2 form. Or a 1099. They appear on a Schedules C, which allows for business deductions before the net business income is transferred to the 1040 form of the tax return. There is no way to read the PSA "earned income" language to require a maintenance calculation based on gross business revenue instead of what is reported on the tax return. (Now to the extent that Bill in 2010 admittedly failed to report some business income and then refused to amend his tax return to include it, it was appropriate for the court to use gross figures since Bill did not provide any expense-related verification as would appear on a Schedule C if he had chosen to amend his return to include that income.)

2.4 Parties did agree to include historical W-2 income, including W-2G income.

This is not a case where parties who had never gambled or received W-2G statements before were caught off guard not realizing that certain types and amounts of gambling income were reported on a W-2 form for tax purposes. Bill had received gambling income and W-2G forms for years. CP 466-486. They could have excluded this income from maintenance calculations if they chose to. They didn't. Not all gambling income is reported on a W-2 form, so there was a built-in buffer in limiting gambling income to "only" that which reached this reporting level. There is no support in Respondent's Brief for the notion that the parties could not or would not have reached this agreement. They determined the terms to which they would be bound. They didn't incorporate a dictionary definition into their agreement, nor leave it undefined. They should be held to the definition they agreed to.

2.5 Efforts to rely on IRS definition contradict dictionary definition.

Bill argues that definitions should control, especially those within

the IRS statutes. Bill alternately asks the court to give weight to dictionary definitions and the IRS definition for tax purposes. But these contradict one another. "Money derived from work" is the essence of the dictionary definitions provided on page 18 of Respondent's Brief. Yet the IRS definitions on page 20 of Respondent's Brief exclude pay for work if someone is in a penal institution. That's an arbitrary distinction that contradicts the dictionary definition. Similarly, income that has been deferred until retirement is still "earned" according to the dictionary (compensation for work performed), even if it's paid later. The IRS excludes that category of earnings for tax purposes. Figuring out what is *taxable* is the goal of the IRS, in line with legislation. It has no legal impact on a contract between spouses in determining appropriate spousal maintenance payments.

Bill omits the rest of this principle: "If the parties to a contract wish to provide for other legal principles to govern their contractual relationship, they must be expressly set forth in the contract. Absent a clear intent to the contrary disclosed by the contract, the general law will govern." ***Wagner v. Wagner***, 95 Wn.2d 94, 621 P.2d 12779

(1980). The parties agreed on their own definition and expressly set forth that language in the contract. There is no merit to the argument to described “earned income” in any way other than that to which the parties agreed.

The W-2G form provided by Bill with his Response brief states in the lower right hand corner: “Report this income on your federal tax return.” This contradicts Bill’s assertion that “winnings” are not “income.”

2.6 The definition agreed to by the parties is more specific, so it controls.

Courts give greater weight to specific and exact terms than general language. *Adler v. Fred Lind Manor*, 153 Wn.2d 331, 354, 103 P.3d 773 (2004). *Marriage of Smith*, 158 Wn. App. 248, 241 P.3d 449 (2010). Where the contract provides a general and a specific term, the specific controls over the general. *Diamond “B” Constructors, Inc. v. Granite Falls Sch. Dist.*, 117 Wn.App. 157, 165, 70 P.3d 966 (2003). Defining “earned income” as they did means that this court should disregard all of Bill’s attempts to apply some different definition of this general term. The contract supplies the specifics to define it.

2.7 Child support statutes do not apply.

Next, Bill asks the court to apply Child Support Statutes and standards when this is not a child support issue. The support of a child is not something parents can waive and the state has an interest in making sure dependent children are supported first by their parents before public benefits are tapped. There is no such interest here, nor are there guidelines or formulas for the establishment of spousal maintenance. The only requirement is that a maintenance award be “just” under the circumstances. Parties are authorized to enter into agreements that establish for themselves the appropriate “just” level. The parties agreed to these terms. Neither one appealed. Neither sought clarification or to correct a scrivener’s error. There is no reason not to enforce the terms agreed to, including the inclusion of gambling (W-2G reported) income in the maintenance calculation.

2.8 Calculation of payments made not at issue.

Bill did not appeal from the underlying Orders to preserve any claim of alleged overpayment to Jaci. His arguments and claims raised in his Response Brief add nothing to the issue that is actually on appeal (whether gambling income is to be included). This can

only be an attempt to garner the court's sympathy—the "I'm a nice/generous guy" argument. Jaci disputes that any overpayment occurred—or that Bill paid "in advance" when he did not have to. The monthly payments in 2010 and 2011 that Bill claims impressed Commissioner Jeske were in part a requirement of the Separation Contract (\$750 per month through December 1, 2010). CP 26. Whether paid monthly or not, Bill still had an obligation to pay maintenance under the contract. But in making payments at irregular times and without designation, Bill took advantage of Jaci's silence when she did not ask for clarification—and claimed certain payments were for later years when Jaci had counted them against earlier years.¹ The court's decision affirming that interpretation was not appealed by Jaci (the Judge Middaugh Order). The court at no time found any overpayment or direct any reimbursement. Those decisions (from Judge Middaugh and Judge Spector) were not appealed by Bill. The suggestion that Bill has gone "above and beyond" what was required

¹ Payments made in 2010, while 2009 income information was still unavailable, Jaci relied on as good faith payments toward what would be owed based on Bill's total income for 2009. Instead, those payments were credited to Bill for 2010, and Jaci was left with only payments that were actually received in 2010 as maintenance for that year—getting no benefit from Bill's actual 2009 income when disclosed.

of him in any sense should be disregarded entirely.

2.9 Deductions were not to be considered.

The parties agreed to calculate maintenance on the gross income figures defined in their contract—to avoid debate and argument about appropriate deductions. Jaci was to pay taxes at her tax rate on the maintenance paid to her. Bill could then claim the maintenance sum as a deduction for tax purposes. Bill argues now that he should be able to claim some deductions—gambling losses—*before* the maintenance calculation is made. That would essentially give Bill the unilateral authority to spend down all of that income in order to claim it as a loss and pay Jaci nothing on that category of income. That’s not what was intended or agreed, and that contradicts the PSA language. Nothing compels Bill to gamble. But if he gambles and receives income from gambling, he is not free to simply gamble away that income source—he is on notice that he must pay up to 50% of those funds to Jaci as maintenance (assuming the \$75,000 income level is met in some fashion).

2.10 Claimed amount of losses is not reliable.

Bill relies on the Player’s Card tallies as if these are accurate totals.

Jaci described to the court below that gamblers with cards do not have to use them, and only when they use the card are records kept. Bill says nowhere that “all” of his gambling activity was done using his card; he does not deny the possibility that he gambled without using his card. This is not, therefore, a reliable figure. And it sheds no light on the legal issue at hand.

2.11. Jaci’s interpretation is stated in Respondent’s Brief.

Yes, it is reasonable to interpret the PSA language as discussed beginning on page 24 of *Respondent’s Brief*. “All W-2 forms” can and should include W-2G forms. “All 1099 forms” can and should include 1099-INT forms. The parties enumerated some exclusions, so they could have enumerated others if they had intended to do so. They did not. (At the very least, this section defeats Bill’s argument that there is no merit to Jaci’s claim—he has articulated two interpretations of the same language. Thus, reasonable minds could disagree and do so in good faith. Bill concedes this when he concludes: “Bill’s interpretation ... would seem more reasonable than Jaci’s interpretation...” *Resp. Brief, pg 27.*) Thus his claim for attorney fees on the basis of a frivolous appeal, even if the court were

to agree with Bill's interpretation and not Jaci's, fails. "The record should be examined as a whole and doubts should be resolved in favor of the appellant." *Mahoney v. Shinpoch*, 107 Wn.2d 679, 692, 732 P.2d 510 (1987).

2.12 Parties' intent was forward-looking, not locked in the present.

Bill argues on page 26 of his brief that "all W-2 forms and 1099s" referred just to his then-part-time work. That's a stretch. The Contract mentions unemployment compensation—known and expected to be temporary. There were no W-2 forms for any of Bill's self-employment construction work (his income was derived from bank deposits). Bill had a history of lucrative positions and was expected to become employed in the near future (indeed, he was re-employed right after the Decree entered). The formula was all-encompassing, covering all compensation possibilities from any source—unemployment, employment, investments, gambling—everything except specific retirement draws and income of a new spouse. There was some level of the unknown and an expectation that the contract language would cover all possibilities.

2.13 Discovery was incomplete.

Bill addresses the completeness portion of Jaci's appeal in just one paragraph on page 27 of his *Response Brief*. He does not deny or explain the delay and incomplete submissions in the areas addressed in Jaci's appeal. The court should consider this a concession on his part in failing to produce records either completely or timely, thus costing Jaci in fees to obtain what compliance he did provide.

2.14 Bill had discovery requests prior to entry of Decree, so delay in enforcement is no excuse.

In the context of civil contempt, the law presumes that one is capable of performing those actions required by the court and the inability to comply is an affirmative defense. *Moreman v. Butcher*, 126 Wn.2d 36, 40, 891 P.2d 725 (1995). So Bill must offer evidence as to his inability to comply and the evidence must be of a kind the court finds credible. *Id.*, at 41. Bill's claim of ignorance of what was required of him is not credible. He did not have to wait two years to find out what information Jaci wanted from him. Nothing new was added. He simply ignored the requests, refusing any attempt at compliance until Jaci determined she was going to go to court to "make him" comply. Bill further thwarted Jaci's ability to follow up

informally—he changed his address and phone number, and told his son not to tell his mother his contact information. He blocked her email and his attorney later told Jaci not to try to contact him through counsel. He disappeared, in other words. (By the time Jaci discovered his whereabouts, he was remarried, in a new job, had adopted two children and for all practical purposes, had “left behind” his obligations to Jaci.) At all times, however, he had the ability to review the written discovery requests (he has never claimed not to have received the originals or to know what it was he agreed to produce) and comply with them as he agreed to do in the PSA. This was a term independent of any others in the PSA.

2.15 Scope of discovery was conceded.

The PSA refers only to the discovery already made and adds no limitations to it.

¶ 1.13 FULL DISCLOSURE. Both parties shall provide answers to previously asked interrogatories to the other party’s satisfaction. CP 20.

Thus the scope, relevance and reasonableness of the requests was not an issue before the trial court, nor can it be raised before this court. The parties could have excluded or limited those requests before

agreeing on the terms of the PSA, but they did not. Bill does not point to any requests Jaci made that exceeded the scope of the requests that were “previously asked” when the PSA was signed (he could have done so by comparing a follow-up request to the original; he didn’t).

2.16 Connection between discovery and maintenance was disputed.

Bill argues that the discovery provision was connected to the maintenance provision, and that since there was, ultimately, no maintenance found owing for 2009, therefore no discovery is owing for that year. He argued the opposite before Commissioner Jeske, asking her to find that the discovery provision had nothing to do with the maintenance term. The terms are not side-by-side in the PSA as one might expect them to be if they were in fact related or conditioned one upon the other (§ 1.13 and Section VII). Regardless of any alleged uncertainty about the status of 2009 records, Bill cannot use the same argument to excuse his lateness and noncompliance with 2010 records, some of which trickled in, after multiple requests, through November 2012; or his failure to produce the Trust document, the parties’ Post-Marital Community Property

Agreement, or the Carl Gann vocational assessment, all of which existed in 2010 when the Contract was signed. Bill produced nothing to verify any allegation of records lost or unavailable from any company (like Verizon or Wells Fargo). He also ignored requests to account for over \$108,000 in withdrawals from bank accounts while the divorce was pending. CP 317. His credibility lapses in other areas are ample reason to distrust this assertion.

2.17 Court's failure to address discovery issue not disputed.

Bill does not argue or dispute that Commissioner Garratt and Judge Spector both entered orders silent on this issue, failing to address it as the motion requested, even after the opportunity to correct that omission was pointed out on Reconsideration. This was error.

2.18 Court's *dicta* from earlier hearing has no bearing.

Bill wants desperately to give weight to comments made by Commissioner Jeske in the proceeding that resulted in the unappealed Order on Revision in June 2012. That proceeding is not the subject of this appeal. The issue of gambling income or interpretation of the PSA in that regard was not before the court at that time. That

Motion was required to even obtain the basic income disclosure Bill had failed to produce. He hadn't yet given Jaci his tax return with all W-2 forms and schedules. That Motion was about getting Bill to do that much, before what Bill owed could be calculated. Once Bill provided his records, the new motion was brought, this time to enforce and address the interpretation of the PSA. Commissioner Jeske did not have before her the record now before the court, did not have any briefing on the gambling issue, and was not asked to determine whether gambling income was included. Any comments by her in *dicta* were purely speculative on that issue²—even moreso is the imaginative “what she would have ruled” argument Bill raises on page 35 of his Brief. (And in the motion response itself, he argues “it is logical to assume...” CP 130 and “it is more than probable ...” CP 131.) Those points that she was asked to rule upon she did—finding exclusions for vacation and business expenses, items that were not even in dispute—these were not reported on any W-2 or 1099 form.

² Even if this were taken as some kind of “decision”—it was not—an oral decision is necessarily subject to further study and consideration, and maybe altered, modified, or completely abandoned. It has no final or binding effect, unless formally incorporated into the findings, conclusions and judgment. *Stiles v. Kearney*, 168 Wnn. App. 250, 277, P.3d 9 (2012).

The Motion that gives rise to this appeal is not “a continuation” of the motion Commissioner Jeske ruled upon—Bill wishes this were the case because of that comment. This is a new record, information and argument that Commissioner Jeske had no opportunity to review. (Likewise, Bill’s argument about the timeliness of Jaci’s first motion has no bearing on this appeal from the second. It should be noted that Jaci prevailed in that earlier proceeding such that Bill was ordered to pay her attorney fees—twice—and given 30 days to reach full compliance in other areas. Giving Bill “one last chance” to comply does not mean Jaci’s motion was without merit or was untimely.)

2.19 Normal course appeal.

Bill inappropriately “wraps” an earlier, un-appealed proceeding into this one. One Commissioner (Garratt) and one Judge on revision (Spector) have weighed in on the issue before the court. It was not before Commissioner Jeske or Judge Middaugh. Bill’s attempt to merge proceedings as if they were identical is misplaced and in bad faith. Bill was ordered to pay attorney’s fees in the first proceeding due to his noncompliance. That noncompliance continued, giving

rise to the basis for the second motion. Only that second motion is before the court on this appeal.

2.20 Fees should be awarded to Jaci for enforcement of 2012 Orders.

Jaci requests the fees incurred by her in her attempts to enforce and obtain compliance with Commissioner Jeske's Orders from March 2012 as well as the PSA terms, for the reasons and authority set forth in her opening brief.

III. CONCLUSION

The court should find based on the undisputed history and context of these parties that "all W-2 forms, 1099s and tax returns" was the definition intended, and that W-2G forms are included in this definition of earned income for purposes of calculating spousal maintenance owed to Jaci Berni. As a result, Bill owes Jaci the sums set forth in her requests, and judgments should enter, with interest from the date said payments were due. Bill's arguments to avoid these payments contradict themselves, are based on speculation about what a judicial officer in a prior proceeding without this record might have done, and otherwise try to avoid a plain, commonsense reading of the PSA language agreed to. Ongoing noncompliance with discovery requests

has been without justification—fees based on this intransigence should be ordered paid to Jaci.

RESPECTFULLY SUBMITTED this 31 day of January, 2014.

MICHAEL W. BUGNI & ASSOCIATES



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CERTIFICATE OF SERVICE

I hereby certify that on the 31st day of January, 2014, the original of the foregoing document was transmitted for filing to the Court of Appeals, Division I, by US Mail:

Via US Mail:

Clerk of Court
Court of Appeals, Division 1
600 University Street
Seattle, WA 98101

Attorneys for Petitioner via US Mail:

Doug Dunham
2121 Fifth Avenue
Seattle, WA 98121



Dona Harris

Subset of Fees from CP 4-6 (Discovery/Enforcement after March 2012 only)

From CP 4-6

Date	Time	Amount	Description
4/3/2012	0.5	\$ 175.00	Discovery itemization
4/4/2012	0.1	\$ 35.00	Send discovery list to atty
4/5/2012	0.6	\$ 210.00	Communication w/client
4/6/2012	0.4	\$ 140.00	Communication w/client
5/17/2012	0.1	\$ 20.00	Call atty re discovery
6/21/2012	0.1	\$ 35.00	Letter re discovery
7/10/2012	0.1	\$ 35.00	Letter from atty re discovery
7/12/2012	0.1	\$ 35.00	Information from atty
8/28/2012	0.1	\$ 35.00	Letter to atty re missing statements
8/28/2012	0.1		Reply from atty
9/13/2012	0.1		Email w/client
9/14/2012	0.1	\$ 35.00	Atty email re discovery
9/16/2012	0.1		Email w/client
9/21/2012	0.5	\$ 175.00	Email w/client
9/26/2012	0.1		Email w/client
10/10/2012	0.2	\$ 7.00	Email w/client
10/10/2012	0.3	\$ 105.00	Email w/client
10/11/2012	0.1	\$ 35.00	Email w/client
10/16/2012	0.8	\$ 280.00	Draft to atty re discovery
10/17/2012	0.4	\$ 140.00	Spreadsheet summary
10/21/2012	0.8	\$ 280.00	Records review, calculations
10/23/2012	0.1	\$ 20.00	Attorney email
10/24/2012	0.1	\$ 20.00	Attorney email
10/26/2012	0.1		Ltr from atty
10/29/2012	0.6	\$ 210.00	Records from atty
10/29/2012	0.3	\$ 105.00	Email w/client
11/1/2012	0.7	\$ 245.00	Call w/client
11/1/2012	0.7	\$ 245.00	Atty email re deficiencies
11/1/2012	0.5	\$ 175.00	Email from atty w/records
11/6/2012	0.1	\$ 35.00	Review records
11/6/2012	0.7	\$ 245.00	Call w/atty
11/6/2012	0.1	\$ 20.00	More records from atty
11/7/2012	0.4	\$ 80.00	Prepare for LR 37 conference
11/20/2012	0.7	\$ 245.00	Call w/attorney re missing records
11/25/2012	0.1		Update to client
12/4/2012	0.6	\$ 120.00	Organize records
12/7/2012	1.8	\$ 630.00	Work on Motion for Contempt
		\$ 4,172.00	Total discovery/enforcement
11/7/2012		\$ 10.40	copies
12/4/2012		\$ 26.60	copies
12/4/2012		\$ 0.75	copies
		\$ 37.75	Records costs

\$ 4,209.75 Total enforcement fees up to Motion