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64834-9

Court of Appeals No. 64834-9-I
Snohomish County Superior Court 03-3-02479-3

COURT OF APPEALS, DIVISION I
OF THE STATE OF WASHINGTON

In re the Marriage of:
CHRISTINE L. BROWN (KNA McCAULEY),
RESPONDENT,
v.
FRED F. BROWN,
APPELLANT.

BRIEF OF APPELLANT

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COMMERCIAL APPEALS DIVISION
SUPERIOR COURT
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I. INTRODUCTION

Appellant Fred Brown (Brown) asks this Court to review and reverse the trial court's decision denying him his reasonable attorney fees and costs incurred in the trial *de novo* requested by Respondent Christine (Brown) McCauley (McCauley) following the mandatory arbitration of his motion to terminate maintenance and modify child support filed on November 20, 2006.

Although the trial court expressly found and concluded that McCauley did not improve her position from mandatory arbitration in the trial *de novo*, the trial court denied Brown an award of his attorney fees and costs incurred in the trial *de novo*. The court based its decision on In re Marriage of Leslie v. Verhey, 90 Wn. App. 796, 954 P.2d 330 (1998) and the application of RCW 26.09.140, notwithstanding, and directly contrary to, the mandatory award of attorney fees and costs against the appellant from mandatory arbitration of an action to terminate or modify

maintenance or child support payments who fails to improve his/her position following a trial *de novo* as specially provided by RCW 7.06.060(1) (amended by 2002 Wash. Laws, ch. 339 § 2(1), effective date June 13, 2002), RCW 7.06.080, MAR 7.3, and SCLMAR 1.2 and 7.3.

Brown was pro se at the parties' November 2004 trial for Legal Separation and hearings prior to the April 2007 mandatory arbitration for support issues. He was represented by counsel for the arbitration and trial *de novo*. He returned to pro se for post-trial *de novo* order writing and motions. McCauley has been represented by counsel except for the parties' dissolution hearing in June 2005. Judge Kenneth Cowsert of the Snohomish County Superior Court presided over both trials as well as the related hearings and motions.

II. ASSIGNMENTS OF ERROR

Brown filed his appeal raising certain issues on claimed errors made by the trial court.

A. TRIAL COURT ERRORS

1. The trial court erred by denying Brown an award of his reasonable attorney fees and costs as set forth in its *Order Terminating Spousal Maintenance And Modifying Child Support Effective November 20, 2006*, at p. 3 ¶ 9 (CP 126) entered by the trial court dated September 18, 2009.
2. The trial court erred by denying Brown an award of his reasonable attorney fees and costs as set forth in its *Memorandum Opinion Denying Motion For Reconsideration* entered by the trial court dated January 12, 2010 (CP 18).

B. ISSUES RELATING TO ASSIGNMENTS OF ERROR

1. Whether the award of reasonable attorney fees and costs is nondiscretionary and mandatory against the one who fails to improve his/her position following a trial *de novo* from his/her

appeal of the mandatory arbitration of an action to terminate or modify maintenance or child support payments specially pursuant to RCW 7.06.060(1) (as amended by 2002 Wash. Laws, ch. 339 § 2(1), effective date June 13, 2002), RCW 7.06.080, MAR 7.3, and SCLMAR 1.2 and 7.3; notwithstanding the discretionary award of attorney fees and costs in dissolution actions generally provided under RCW 26.09.140 and In re Marriage of Leslie, 90 Wn. App. 796, 954 P.2d 330 (1998)? (Assignments of Error #1 and #2.)

III. STATEMENT OF THE CASE

A. FACTUAL BACKGROUND

Brown and McCauley were previously married, had a trial for legal separation in November 2004, and subsequently were granted a formal dissolution of their marriage in June 2005. (CP 172) The legal separation decree imposed upon Brown certain maintenance and child support obligations. (CP 175, 185) In November of 2006,

Brown filed a motion to terminate spousal maintenance and other relief in the Snohomish County Superior Court.¹ (CP 166-8)

In accordance with Snohomish County Local Mandatory Arbitration Rule (SCLMAR) 1.2, the court directed the matters of spousal and child support to mandatory arbitration (CP 165). The resultant arbitration award was filed on May 11, 2007. (CP 147-164) McCauley requested a trial *de novo* from the mandatory arbitration award May 24, 2007 (CP 146), and a trial *de novo* was subsequently held in the Snohomish County Superior Court, April 2009. (CP 124)

At the completion of the trial *de novo*, the trial court did not award attorney fees or costs to Brown, applying RCW 26.09.140, and analyzing the respective parties' needs and ability to pay. See *Order Terminating Spousal Maintenance*, p. 3 ¶

¹ The original separation decree permitted such motion to be filed in lieu of a new petition and summons. See *Order Terminating Spousal Maintenance...*, at p. 2, Finding of Fact #1 (CP 125), and *Decree of Legal Separation*, at p. 3 ¶ 3.7 (CP 175).

9 (CP 126). Brown thereafter filed a Motion for Reconsideration, citing to RCW 7.06.020(2), .060, and .080, Mandatory Arbitration Rule (MAR) 7.3, and SCLMAR 1.2.² (CP 86-123) McCauley contended that RCW 7.06 and MAR 7.3 should not apply. (CP 122-3)

In its analysis of Brown's request for an award of attorney fees and costs, as for the essential element of whether McCauley had improved her position from arbitration in the trial *de novo*, the trial court expressly and specifically found and concluded as follows:

"Of course, the first issue is whether or not Ms. McCauley improved her position after the trial *de novo*, compared with the award granted by the arbitrator. Clearly she did not. There is no argument to the contrary." (CP 16).³

²As the trial court correctly noted, these authorities require the court to assess costs and reasonable attorney fees against a party, such as McCauley, who appeals an arbitration award and does not improve her position at the trial *de novo*. (CP 16)

³From every possible comparison approach, McCauley worsened her arbitration position with the trial *de novo* result. See *Comparison of Petitioner's Position: Arbitration and Trial de Novo*. (CP 20-21, 44-45)

The trial court then proceeded with its legal analysis to determine whether the statutes and rules regarding the arbitration process, or the RCW 26.09 statutes, apply to Brown's request for attorney fees and costs in this action to terminate or modify maintenance and child support payments. Notwithstanding its correct legal analysis that RCW 7.06.060 requires the award of attorney fees and costs since Ms. McCauley did not improve her position at the trial *de novo* (CP 16), the trial court ultimately concluded that RCW 26.09.140, which addresses the issue of costs and attorney fees in dissolution matters and makes such discretionary with the court based on needs and ability to pay, should prevail.⁴(CP 18) The court cited as support a footnote in this Court's decision in In re Marriage of Leslie, 90

⁴ In its analysis, the trial court concluded that RCW 26.09.140 is in conflict with RCW 7.06 *et seq.* and MAR 7.3, and as the more specific statute RCW 26.09.140 should govern the award of costs and fees in this matter. (CP 16-18)

Wn. App. 796, 806 n.2, 954 P.2d 330 (1998). (CP 17-18)

B. PROCEDURAL BACKGROUND

The trial court denied Brown's motion for reconsideration thereby denying his request for an award of reasonable attorney fees and costs. (CP 18) Brown timely appealed to this Court seeking the review of the trial court's denial to him of his reasonable attorney fees and costs as is mandated by statute. (CP 5-14)

IV. STANDARD OF REVIEW

Issues of law including statutory construction and interpretation are reviewed by the Court *de novo*. State v. Ammons, 136 Wn.2d 453, 456, 963 P.2d 812 (1998); Waste Management of Seattle, Inc.v. Utilities & Transportation Commission, 123 Wn.2d 621, 627, 869 P.2d 1034 (1994).

When interpreting a statute, the Court must discern and implement the legislature's intent, State v. J.P., 149 Wn.2d 444,450, 69 P.3d 318 (2003), and give effect to a statute's plain

meaning. McGinnis v. State, 152 Wn.2d 639, 645, 99 P.3d 1240 (2004). Where a statute is plain, unambiguous, and clear on its face, there is no room for construction. King County v. City of Seattle, 70 Wn.2d 988, 991, 425 P.2d 887 (1967). Statutes dealing with the same subject matter should be read together and harmonized if at all possible, Bour v. Johnson, 122 Wn.2d 829, 835, 864 P.2d 380 (1993); however, the provisions of the more specific statute will prevail in a conflict with a more general statute if their provisions cannot be harmonized. City of Tacoma v. Taxpayers, 108 Wn.2d 679, 690, 743 P.2d 793 (1987); State v. Stark, 66 Wn. App. 423, 438, 832 P.2d 109 (1992); State v. Becker, 59 Wn. App. 848, 852, 801 P.2d 1015 (1990).

V. ARGUMENT

In Washington, "attorney fees may be recovered only when authorized by statute, a recognized ground of equity, or agreement of the

parties." Perkins Coie v. Williams, 84 Wn. App. 733, 737, 929 P.2d 1215 (1997).

The Legislature intended mandatory arbitration to "alleviate the court congestion and reduce the delay in hearing civil cases," Christie-Lambert Van & Storage Co. v. McLeod, 39 Wn. App. 298, 302, 693 P.2d 161 (1984), and:

"to provide a simplified and economical procedure for obtaining prompt and equitable resolution to disputes. . .in which the sole relief sought is the establishment, modification, or termination of maintenance or child support payments" (SCLMAR 1.1 (a)).

The Legislature also very clearly intended that "a supplemental goal of the mandatory arbitration statute is to discourage meritless appeals." Perkins Coie, 84 Wn. App. at 737-38. "That goal is reflected in RCW 7.06.060 and MAR 7.3, which require that attorney fees be assessed against a party who fails to improve their position both at trial *de novo* and on appeal." Id. at 738.

Because here McCauley failed to improve her position in a trial *de novo* following her appeal of the mandatory arbitration award, the award of reasonable attorney fees and costs to Brown arises expressly and specially from the provisions of RCW 7.06.060 (as amended in 2002) and is mandatory under its plain and unambiguous language.

Here, RCW 26.09.140 is the more general statute applying to routine dissolution matters; whereas RCW 7.06.060 is the more specific (and more recently amended) statute that the Legislature expressly made applicable to mandatory arbitration of the termination or modification of maintenance and child support payments pursuant to RCW 7.06.020(2), and as approved by the Snohomish County Superior Court under SCLMAR 1.2.

There is in fact no conflict and no need to harmonize these provisions as each statute can stand on its own language and apply as

legislatively intended in its own sphere under the particular circumstances of each case.

A. THE LEGISLATURE'S 2002 AMENDMENT TO RCW 7.06.060 MAKES THE AWARD OF REASONABLE ATTORNEY FEES AND COSTS MANDATORY AGAINST THE PARTY APPEALING A MANDATORY ARBITRATION AWARD IN AN ACTION TO TERMINATE OR MODIFY MAINTENANCE OR CHILD SUPPORT WHO FAILS TO IMPROVE HIS/HER POSITION WITH TRIAL DE NOVO

This Court's decision in In re Marriage of Leslie, 90 Wn. App. 796, was correct insofar as it was consistent with the state of the law in effect in 1998. However, the Legislature's amendment of RCW 7.06.060 in 2002⁵ substantively and dramatically changed the applicable statutory grounds now mandating the award of reasonable attorney fees and costs in a trial *de novo* following mandatory arbitration of a case for the

⁵ The Legislature is presumed to be aware of existing case law and judicial interpretation of its enactments in those areas in which it is legislating. Glass v. Stahl Specialty Co., 97 Wn.2d 880, 887, 652 P.2d 948 (1982); Woodson v. State, 95 Wn.2d 257, 262, 623 P.2d 683 (1980).

termination or modification of maintenance or child support payments:⁶

"Sec. 2. RCW 7.06.060 and 1979 c 103 s 6 are each amended to read as follows:

(1) The (~~supreme~~) superior court (~~may by rule provide for~~) shall assess costs and reasonable attorney's fees (~~that may be assessed~~) against a party (~~appealing from~~) who appeals the award (~~who~~) and fails to improve his or her position on the trial de novo." 2002 Wash. Laws, ch. 339 § 2(1) (effective 6/13/2002).⁷

Presumptively aware of this Court's decision in In re Marriage of Leslie and the application of the discretionary standard of RCW 26.09.140 governing the award of attorney fees and costs in dissolution actions to the exclusion of the provision for mere court rule in then-

⁶ As expressly allowed to be subject to mandatory arbitration pursuant to RCW 7.06.020(2) and as approved by Snohomish County Superior Court in SCLMAR 1.2.

⁷ This Session Law was enacted based on Senate Bill 5373 introduced in the 57th Legislature, 2002 Regular Session. The Final Bill Report on SB 5373 in its Summary states that "the award of reasonable attorney fees and costs against an appealing party who fails to improve his or her position is made mandatory in statute."

existing RCW 7.06.060 applicable to appeals from mandatory arbitration awards, the Legislature plainly and unambiguously altered this statute to make its intent very clear and unmistakable for the courts to apply prospectively.

“The purpose of statutory construction is to give effect to the meaning of legislation. . . . Once a court has construed a statute, the legislative branch is free to clarify its intent by altering the statute if it sees fit.” City of Federal Way v. Koenig, 167 Wn.2d 341, 352, 217 P.3d 1172 (2009) (Korsmo, J., concurring).⁸

And with respect to the application of RCW 7.06.060 in light of In re Marriage of Leslie, this is precisely what the Legislature chose to do and in fact did so in 2002 and made the award of reasonable attorney fees and costs in this case to Brown mandatory.

⁸ Citing Roberts v. Johnson, 137 Wash.2d 84, 91, 969 P.2d 446 (1999), and Hilton v. South Carolina Public Railways Commission, 502 U.S. 197, 202, 112 S. Ct. 560, 116 L. Ed. 2d 560 (1991).

Also in 2002, the Legislature added RCW
7.06.080:

"RCW 7.06.050 and 7.06.060 apply to
all requests for a trial de novo
filed pursuant to and in appeal of an
arbitrator's decision and filed on or
after June 13, 2002." [underlining
added]

Given that McCauley filed her request for
trial de novo May 2007, (CP 146) the trial court
had a nondiscretionary duty and patently erred in
its denial to Brown of his reasonable attorney
fees and costs as requested.

**B. EVEN SHOULD THE COURT APPLY THE SPECIFIC VS
GENERAL RULE OF STATUTORY CONSTRUCTION OR
TRY TO HARMONIZE THESE TWO STATUTES--AND IT
SHOULD NOT--THERE IS IN FACT NO CONFLICT. THE
SPECIFIC PROVISIONS OF RCW 7.06.060, NOW
MANDATING THE AWARD OF ATTORNEY FEES AND
COSTS FROM APPEALS OF MANDATORY ARBITRATION
AWARDS AGAINST THE PARTY APPEALING SUCH
AWARD WHO FAILS TO IMPROVE HIS/HER POSITION
ON TRIAL DE NOVO, PREVAILS OVER THE GENERAL
PROVISIONS OF RCW 26.09.140 WHICH MAKES THE
AWARD OF ATTORNEY FEES AND COSTS IN GENERAL
DISSOLUTION MATTERS DISCRETIONARY**

Even should the Court decide to apply the
specific vs. general rule of statutory

construction—and it should not as there clearly is no need to—it should do so recognizing that:

(1) there is no conflict as although both RCW 26.09.140 and RCW 7.06.060⁹ apply to actions to terminate or modify maintenance and child support payments, both statutes can operate effectively within their own sphere as RCW 26.09.140 applies to general dissolution matters in which an award of attorney fees is discretionary based on need and ability to pay, and RCW 7.06.060 applies specifically to those termination and modification actions subject to mandatory arbitration and which on appeal from the arbitration award the person requesting review fails to improve his or her position after trial *de novo*; and

(2) because the award of reasonable attorney fees and costs in our case arises from and is grounded solely on the mandatory arbitration statutes, RCW 7.06.060 is the more specific (and applicable to

⁹ See RCW 7.06.020(2), SCLMAR 1.2 and 7.3.

our case as recently amended)¹⁰ statute and its plain and unambiguous mandatory provisions prevail over the discretionary provisions of RCW 26.09.140 applicable to general dissolution matters not subject to mandatory arbitration.

This Court's holding in In re Marriage of Leslie was based on the apparent need to harmonize a conflict stemming from the application of a procedural court rule, i.e., MAR 7.3 as adopted under the then-existing language of RCW 7.06.060,¹¹ and the substantive statutory provisions applicable to the discretionary award

¹⁰ "RCW 7.06.050 and 7.06.060 apply to all requests for a trial de novo filed pursuant to and in appeal of an arbitrator's decision and filed on or after the effective date of this act." 2002 Wash. Laws, ch. 339 § 3. The "effective date of this act" was June 13, 2002. (Also see RCW 7.06.080.) Brown filed his motion to terminate and modify maintenance and child support on November 20, 2006, (CP 166) and McCauley filed her request for trial *de novo* following the mandatory arbitration award on May 25, 2007. (CP 146)

¹¹ The language of RCW 7.06.060 in 1998 was that set forth in the struck-out portions of 2002 Wash. Laws, ch. 339 § 2(1) and absent the words added by the Legislature (underlined). See page 13 of this brief.

of attorney fees and costs in dissolution matters pursuant to RCW 26.09.140.¹²

With the specific amendment of RCW 7.06.060 by the Legislature in 2002, any conflict, whether real or imagined, simply does not exist. The legislative public policy for the mandatory award of reasonable attorney fees and costs in actions to terminate or modify maintenance or child support payments subject to mandatory arbitration is plain and unambiguous and clearly makes RCW 7.06.060 solely applicable to our case to the exclusion of RCW 26.09.140.

¹² "Although it is preferable to harmonize an apparent conflict between a court rule and a statute, when such a conflict is irreconcilable, the nature of the right at issue determines whether the statute or court rule controls. . . . The statute prevails if the right is substantive, while the court rule prevails if the right is procedural." In re Marriage of Leslie, 90 Wn. App. at 806. In noting that creating a judgment against a party to pay attorney fees and costs affects substantive rights, this Court then concluded that RCW 26.09.140, and consistent with public policy, should prevail over a mere court rule embodied as MAR 7.3 adopted as a matter of discretion under then-existing RCW 7.06.060. Id. 90 Wn. App. at 806. However, it must be noted that public policy is generally determined by the Legislature, not the courts. Cary v. Allstate Insurance Co., 130 Wn.2d 335, 340, 922 P.2d 1335(1996).

The trial court had a nondiscretionary duty and patently erred in its denial to Brown of his reasonable attorney fees and costs as requested.

VI. CONCLUSIONS

Based on the foregoing and regardless of the statutory analysis applied, RCW 7.06.060 mandates the award to Brown of his reasonable attorney fees and costs incurred in the trial *de novo* because, as is undisputed, McCauley failed to improve her position from her appeal of the mandatory arbitration award in this case.

The discretionary provisions of RCW 26.09.140 applicable to general dissolution matters do not apply under the specific circumstances of our case arising specifically under the mandatory arbitration statutes, Chapter 7.06 RCW.

The trial court erred as a matter of law by denying Brown an award of his reasonable attorney fees and costs in accordance with the mandatory

provisions of RCW 7.06.060. This Court should vacate the trial court's *Memorandum Opinion Denying Motion For Reconsideration*, and reverse and vacate that portion of the trial court's *Order Terminating Spousal Maintenance And Modifying Child Support Effective November 20, 2006* that denied Brown an award of his reasonable attorney fees and costs incurred in the trial *de novo*.

Furthermore, Brown is also entitled to an award of his reasonable attorney fees and costs on appeal in this Court pursuant to RAP 18.1. "Where a statute . . . allows an award of attorney fees at trial, an appellate court has authority to award fees on appeal." Bloor v. Fritz, 143 Wn. App. 718, 753, 180 P.3d 805 (2008); see also Dill v. Michelson Realty Company, 152 Wn. App. 815, 219 P.3d 726 (2009). The statutory and court rule provisions applicable here that allow an award of attorney fees and costs at trial are RCW 7.06.060 and MAR 7.3.

Moreover, simply because Brown is a pro se non-attorney litigant in this appeal, whereas he was represented by counsel in the trial court, should not dissuade the Court from awarding him what would otherwise be deemed his costs and a reasonable attorney fee attributed to this appeal in order to compensate him for economic loss sustained from the diversion of time from income-producing activities. See, e.g., Crooker v. U.S. Department of Treasury, 663 F.2d 140 (D.C. Cir. 1980) (United States Court of Appeals for the District of Columbia Circuit carefully outlined what is necessary for a pro se litigant to substantially prevail on the merits sufficient enough to justify an award of attorney fees); Crooker v. U.S. Department of Treasury, 634 F.2d 48, 49 (2d Cir.1980) (implicitly holding that a pro se litigant who shows that prosecution of lawsuit under FOIA caused diversion of time from income-producing activity may be entitled to attorney fees); Cox v. U.S. Department of

Justice, 601 F.2d 1 (D.C. Cir. 1979) (court may award attorney fees to nonattorney pro se litigant in FOIA lawsuit).

DATED this day of 2ND APRIL ~~March~~, 2010.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Fred F. Brown", written over a horizontal line.

Fred F. Brown, Pro Se

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APPENDIX

STATUTES AND RULES

A. STATUTES

RCW 7.06.020 (2): “If approved by majority vote of the superior court judges of a county which has authorized arbitration, all civil actions which are at issue in the superior court in which the sole relief sought is the establishment, termination or modification of maintenance or child support payments are subject to mandatory arbitration. The arbitrability of any such action shall not be affected by the amount or number of payments involved.”

RCW 7.06.060: “(1) The superior court shall assess costs and reasonable attorneys' fees against a party who appeals the award and fails to improve his or her position on the trial de novo. The court may assess costs and reasonable attorneys' fees against a party who voluntarily withdraws a request for a trial de novo if the withdrawal is not requested in conjunction with the acceptance of an offer of compromise.

(2) For the purposes of this section, "costs and reasonable attorneys' fees" means those provided for by statute or court rule, or both, as well as all expenses related to expert witness testimony, that the court finds were reasonably necessary after the request for trial de novo has been filed.

(3) If the prevailing party in the arbitration also prevails at the trial de novo, even though at the trial de novo the appealing party may have improved his or her position from the arbitration, this section does not preclude the prevailing party from recovering those costs and disbursements otherwise allowed under chapter 4.84 RCW, for both actions.”

RCW 7.06.080: “RCW 7.06.050 and 7.06.060 apply to all requests for a trial de novo filed pursuant to and in appeal of an arbitrator's decision and filed on or after June 13, 2002.”

RCW 26.09.140: “The court from time to time after considering the financial resources of both parties may order a party to pay a reasonable amount for the cost to the other party of maintaining or defending any proceeding under this chapter and for reasonable attorney's fees or other professional fees in connection therewith, including sums for legal services rendered and costs incurred prior to the commencement of the proceeding or enforcement or modification proceedings after entry of judgment.

Upon any appeal, the appellate court may, in its discretion, order a party to pay for the cost to the other party of maintaining the appeal and attorney's fees in addition to statutory costs.

The court may order that the attorney's fees be paid directly to the attorney who may enforce the order in his name.”

B. COURT RULES

MAR 7.3: “The court shall assess costs and reasonable attorney fees against a party who appeals the award and fails to improve the party's position on the trial de novo. The court may assess costs and reasonable attorney fees against a party who voluntarily withdraws a request for a trial de novo. "Costs" means those costs provided for by statute or court rule. Only those costs and reasonable attorney fees incurred after a request for a trial de novo is filed may be assessed under this rule.”

SCLMAR 1.1: “(a) **Purpose.** The purpose of mandatory arbitration of civil actions under RCW 7.06, as implemented by the Mandatory Arbitration Rules (MAR), is to provide a simplified and economical procedure for obtaining the prompt and equitable resolution of disputes involving claims of fifty thousand dollars (\$50,000) or less, exclusive of attorney fees,

interest and costs, and claims in which the sole relief sought is the establishment, modification, or termination of maintenance or child support payments regardless of the number or amount of such payments. . . .”

SCLMAR 1.2: “Pursuant to the authority granted by statute, a claim is subject to mandatory arbitration only if it does not exceed fifty thousand dollars (\$50,000), exclusive of attorney fees, interest and costs; or if it involves solely the establishment, modification, or termination of child support or maintenance payments or arrearages, regardless of the number or amount of such payments; or if it is a small claims matter appealed from District Court.”

SCLMAR 7.3: MAR 7.3 shall apply only to costs and reasonable attorney's fees incurred after the filing of the request for a trial de novo.

IN THE COURT OF APPEALS OF THE STATE OF WASHINGTON

DIVISION I

In re the Marriage of:

CHRISTINE L. BROWN (KNA
MCCAULEY),

Respondent,

and

FRED F. BROWN,

Appellant

NO. 64834 9-I [Court of Appeals]
NO. 03-3-02479-3 (Snohomish County)

CERTIFICATE OF SERVICE

I hereby certify on this 2 day of April, 2010, I caused true and correct copies of
the *Brief of Appellant*, and this *Certificate of Service*, to be served on the
following in the manner indicated:

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2010 APR 15 PM 3 11

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I certify under penalty to perjury under the laws of the State of Washington that
the foregoing is true and correct:

4/2/10



Date

Signature, Fred Brown, Pro Se