Court of Appeals No. 57672-4-II

IN THE SUPREME COURT
OF THE STATE OF WASHINGTON

In re the Marriage of:

ASHLEY ELIZABETH BURKS, Petitioner,

and

TRENT NELSON, Respondent.

PETITION FOR REVIEW

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Attorney for Petitioner, Ashley E. Burks

I. IDENTITY OF PETITIONER

Ashley E. Burks, Respondent in the Court of Appeals, is the Petitioner before this Court in the above-captioned dissolution of marriage. She asks this Court to accept review of the Court of Appeals' decision terminating review designated in Part II of this Petition.

II. DECISION BELOW

The Petitioner requests review of the Court of Appeals, Division II, opinion in case number 57672-4-II filed on March 19, 2024. A copy of the decision is attached as Appendix A.

III. ISSUES PRESENTED FOR REVIEW

This Court should accept review under Rule of Appellate Procedure 13.4(b)(1)-(2) as follows:

1) The Decision of the Court of Appeals is in conflict with a decision of the Supreme Court, namely *Johnston v. Benefit Mgmt. Corp.*, 96 Wn.2d 708, 638 P.2d 1201 (1982), *State v. Int'l Typographical Union*, 57 Wn.2d 151, 356 P.2d 6 (1960), and their progeny.

2) The Decision of the Court of Appeals is in conflict with a published decision of the Court of Appeals, namely *Graves v. Duerden*, 51 Wn. App. 642, 754 P.2d 1027 (1988).

STATEMENT OF THE CASE

Ashley Burks and Trent Nelson were married on December 7, 2019, **CP 1334**, separated on September 7, 2021, **CP 2261**, and divorced in the Pierce County Superior Court on September 9, 2022, **CP 2268-76**. Their marriage lasted under two years.

On 1/19/22, Ms. Burks filed a Motion for Restraining Order to restrain Mr. Nelson from, amongst other things, disclosing her personal and financial information to third parties. **CP 1390-94.** It was discovered that Mr. Nelson had been going on the internet to a dating site and disclosing Ms. Burks' address, how to access her secured home, information about her child from another relationship, pictures of the parties' daughter, and sensitive financial information (amongst other harassing comments). **CP 1395-96.**

One such person from the internet reached out to Ms. Burks out of concern at the messages she received (especially in light of

the fact she had stopped communicating with him due to other concerning behaviors), which is how Ms. Burks was able to provide copies of the messages to the court along with a declaration from the woman who received them from Mr. Nelson. **CP 1440-44.** In Mr. Nelson's response, he admitted that he only knew the woman by her first name and otherwise did not know her, but claimed the information he sent her was "private" because it was in a text message. **CP 1412.**

On the same day as Mr. Nelson's first contempt hearing, a restraining order was also entered as Ms. Burks requested, to prohibit both parties from disclosing to third parties the other's address, location, and "financial information of the other party outside of litigation." **CP 1451, 1455**.

In light of Mr. Nelson's behaviors thus far, including contempt of a court order and disclosure of sensitive financial information to strangers from the internet, Ms. Burks approached the court for a Protective Order with respect to confidential information requested by Mr. Nelson in discovery. **CP 37-47**. Of

particular concern was that Mr. Nelson had requested extensive information regarding Ms. Burks' pre-marriage businesses, including "records, appraisals, trade secrets, [and] financial documents for each business" that were "vital to the daily operation and financial survival of each business." **CP 38-39, 41**.

In response, Mr. Nelson objected to a Protective Order on the basis that 1) there was no legal basis for a protective order regarding Ms. Burks' financial business records, 2) the protective order was "unconstitutional" as it prevents "public disclosure" and the requirement of "open administration of justice," and 3) that he is "entitled to the requested financial information as a matter of law . . . to determine what portion, if any, of Petitioner's businesses are community in nature." **CP 55.** He requested fees and sanctions against Ms. Burks and her attorney, Jamie Walker, under CR 11. **CP 58.**

On 3/16/22, the trial court signed a Protective Order that (1) allowed the parties to designate documents as "confidential" or "confidential material" subject to the Protective Order, (2) labeled

"discovery materials which are financials for the business" and "not part of the public domain" as "confidential materials" automatically subject to the Protective Order, and (3) limited disclosure of these "confidential materials." **CP 107-09**. This order also restricted Mr. Nelson's access to said confidential materials, which, as noted above, automatically included financials for Ms. Burks' businesses such as "tax returns, K-1, Bank records, client and shareholder lists, profit and loss and the like or those not part of the public domain[.]" **CP 108-09**.

> **Business records or confidential information described herein shall not be provided to [Mr. Nelson]. [Mr. Nelson] may view confidential materials in the presence of his attorneys at their office and shall not take images.**

CP 108 (emphasis added). Shortly after entry of this order, Mr. Nelson's attorney withdrew with 4/11/22 listed as the effective date of her withdrawal. **CP 1542, 1548-49**.

On 4/8/22, three days before her withdrawal became effective, Mr. Nelson's attorney signed and issued nearly identical Subpoenas Duces Tecum and Notices of Deposition to 16 financial

institutions for Ms. Burks' business records. **CP 1182-1277**. Each subpoena included a notice of deposition "at the law office of BLISS LAW GROUP, 2112 N. 30th Street, Suite A, Tacoma WA 98403" on 5/17/22. **CP 1182-1277**. These depositions were to be held 36 days after Attorney Young's effective withdrawal date (the date Mr. Nelson became *pro se*).

As noted above, the 3/16/22 Protective Order specifically included "financial documents pertaining" to Ms. Burks' businesses, including in relevant part: "B&B Carwash, LLC, B&B Tans, LLC, Meade Ventures, Inc., L&H Luxury Homes LLC, BLA Homes LLC, [and] Port Orchard CW LLC." **CP 109**.

Each subpoena issued by Attorney Young above requested records going back to 1/1/17 for the same businesses listed in the Protective Order and directed them to be provided to Ms. Young's office. **CP 1182-83** (this citation is an example, as all subpoenas and notices in **CP 1182-1277** are nearly identical).

The same day Mr. Nelson's attorney's withdrawal became effective, and just after his attorney issued those subpoenas, Mr.

Nelson filed a Motion to Amend the Protective Order and requested that the court remove the restrictions on providing him confidential materials now that he was *pro se*. **CP 110-111**. Notably, this Motion was signed by him on 4/8/22, which is the same day his attorney issued those subpoenas. **CP 111.**

Although the parties were married for less than two years and the businesses were inherited by Ms. Burks well before their marriage, he claimed this information was crucial for him to understand the parties' "community assets" and Ms. Burks' income. **CP 111.**

At the same time as Mr. Nelson filed his Motion to remove restrictions, and in light of the Protective Order and the loss of a mechanism to control Mr. Nelson's access to confidential materials, Ms. Burks filed a Motion to Quash the Subpoenas or, in the alternative, require his former attorney (who had issued the subpoenas) to enter a Limited Notice of Appearance to continue her supervision of Mr. Nelson. **CP 1541-53**. In this Motion, it was noted that a CR 26i conference had been held between counsel for

Ms. Burks and Attorney Young on 4/8/22, during which Attorney Young "was not clear on the status of her representation of Mr. Nelson or ongoing involvement in the case[.]" **CP 1545**.

In response to his Motion to Amend the Protective Order, Ms. Burks also noted that Mr. Nelson was still working with his attorney and holding onto those confidential materials pursuant to the Protective Order even though she had "withdrawn." **CP 115.** As such, Mr. Nelson could continue to view the documents at his attorney's office as he had been doing or begin viewing them at her attorney's office. **CP 115.**

In the same response, Ms. Burks also noted that Mr. Nelson had threatened to "go toe-to-toe on every single line of every objection or motion and . . . continue spending 40-50 hours on this case each week until trial." **CP 114.** Ms. Burks had not even known Mr. Nelson for five years at that time. **CP 114.**

In reply, Mr. Nelson indicated that reviewing the documents at his attorney's office is "untenable" as he has a "full-time job" and "would largely be reviewing these documents after work hours[.]"

CP 153. He did not feel comfortable reviewing the documents in Ms. Burks' attorney's office and did not have a financial expert to analyze the information for him because "my funds have been frozen, and I simply can't afford one right now." **CP 153.** If, however, Ms. Burks paid for a forensic accountant on his behalf, then he "would be amenable to that" and would not need to "conduct the process myself." **CP 153.**

On 4/22/22, the trial court entered an order on the Motion to Quash requiring Attorney Young to appear before the court regarding her subpoenas. That same day, the trial court considered Mr. Nelson's Motion to Amend the 3/16/22 Protective Order. **CP 159-61, 530-83.** At the outset, the trial court raised concern about the fact that Mr. Nelson's attorney withdrew shortly after entry of the 3/16/23 Protective Order, and that Mr. Nelson filed at the same time a request to review the documents directly on the basis he was *pro se*. **CP 538-39; 546, 550**.

"But," the trial court made clear, "I'm not going to modify it to allow unfettered access." **CP 551.** The trial court then signed an

"Order re: Protective Order signed 3/16/2022," which, along with the 3/16/22 Protective Order, became the basis for the contempt motion at issue in this appeal. **CP 159-61.** Specifically, this order stated:

> [I]t is hereby ORDERED, ADJUDGED AND DECREED [t]he order issued 3/16/22 shall remain in full force and effect, except that: . . .
>
> Mr. Nelson may **view** these documents in his prior attorneys office or in Ms. Walker's office but shall not take images of any kind (screenshot, photo, video) but he may take notes. Notes taken by Mr. Nelson shall be treated as confidential information and shall not be disseminated to third parties outside of attorneys of record, business valuation experts, CPA's or the court (filed under seal).

CP 159-61, 530-83 (emphasis added).

After the trial court's decision, Mr. Nelson requested clarification on a few issues, stating, "you've mentioned that I can bring in my laptop if I need to transcribe and enter summary tables." **CP 552**. In response, the trial court explained, "You may not take screenshots. You may review and digest the information that has been presented. You may . . . then take your notes and put

them on a laptop. You may take handwritten notes in anticipation for preparation for your trial." **CP 552**.

Mr. Nelson then noted that "the way it was currently written is that I actually had a notepad – they gave me a little notepad, and the notepad had to stay at the attorney's office. . . . I can't do anything with that." **CP 553**. The trial court's response was, "I will warn you that if I find out that you have read a bank statement and you go out on April 3rd, 2022, and say she deposited "X" or she spent "Y" and that's disseminated to third parties, that violates my protective order." **CP 553**.

On 5/3/22, Attorney Young entered a "Limited Notice of Appearance as attorney of record on behalf of Respondent Trent Nelson." **CP 1631-34**. The following day, the trial court, Attorney Walker (counsel for Ms. Burks), Mr. Nelson, and Attorney Young signed a Stipulation and Order re Subpoenas Issued by Respondent. **CP 1686-89**.

Despite his claims that he needed unrestricted access to the confidential materials because he could not afford to retain a

financial expert, Mr. Nelson did, in fact, retain one shortly after the 4/22/22 hearing. On July 26, 2022, Ms. Burks deposed Mr. Nelson's financial expert, Bri Tyler, who he had retained in early May, 2022, **CP 232**, during which Ms. Tyler testified in relevant part that Mr. Nelson had uploaded confidential materials to her directly from his own email address. **CP 173, 180-81**.

Ms. Burks received copies of two such uploads by Mr. Nelson. **CP 184-85**. The date of these submissions was 6/6/22, and the files sent included two PDFs labeled "Banner Bank Subpoena Records" and "Columbia Bank Subpoena Records," and two Excel spreadsheets labeled "Columbia-Transactions" and "SoundCreditUnion-Transactions." **CP 184-85**. Each upload came from "Trent Nelson [trent@trent.me]." **CP 184-85** (brackets included in original). This email address was previously disclosed on Attorney Young's 3/28/22 Notice of Intent to Withdraw and her 5/3/22 Limited Notice of Appearance as Mr. Nelson's email address. **CP 1631-34.** Emails sent to and from Mr. Nelson throughout the case also use this same email address for him. **CP 187-89**.

After the deposition, Mr. Nelson admitted for the first time that he had uploaded documents to Ms. Tyler that were given to him on a "USB key" or "thumb drive"/"flash drive" by Attorney Young. **CP 187**. This USB key held all confidential materials pursuant to the Protective Order, and he plugged it into his laptop to access the documents. **CP 187-89**. He asserted that the USB key was controlled by Attorney Young, and that it "never strayed more than 30 feet from [her]." **CP 187.**

He described this 30-foot distance as a "hallway and an office and an office," and when asked if he was "in the same room as [Attorney] Young when he reviewed confidential information, he stated he was in either a conference room or an unoccupied office. He had access to internet while there and used his laptop to view the records, upload to Ms. Tyler, and run his self-created software both on his laptop and on the USB key. **RP 35**.

Prior to this, both Mr. Nelson and Attorney Young later described, Mr. Nelson was set up on a confidential computer provided by Attorney Young to review the documents. **RP 44-47**.

He was given a notepad to take notes, which he was not allowed to take out of the office. **CP 267.** On 5/17/22, when asked for assurances that the Protective Order was being followed, Attorney Young verified in writing that this "protocol" was what she was doing to ensure compliance with the Protective Order. **CP 218**.

Despite this verification, the exact date when this protocol (or any protocol consistent with the 3/16/22 Protective Order) stopped varied between Attorney Young and Mr. Nelson, as Mr. Nelson stated he was initially limited to a firm-owned laptop to view documents, but he could not install software he wanted on it, such as Word, Excel, and Adobe Pro.

> **That was when <u>we</u> came up with the idea** to use a USB key to contain all of this confidential information. I would then use my laptop where I would have this software that could access it on the USB key.

RP 44-45 (emphasis added). While the laptop provided to him had a PDF reader on it, it did not have "Adobe Pro," and Mr. Nelson wanted to use his laptop with Adobe Pro "so that I can edit, save, sign, do all of the types of fun things that you need to do in a case with a .pdf file." **RP 64**. As to who initially provided the USB key,

Mr. Nelson said it was either one from the office or one he brought with him. **RP 48**. These facts were confirmed by Attorney Young. **RP 73, 79.**

No one other than Attorney Young provided the USB key to Mr. Nelson. **RP 45**. When he arrived at the law office, he would stop by Attorney Young's office, who handed him the USB key, which he "would then walk down the hall and plug it into [his] little USB hub that [he] brought in." **RP 51**. The USB key was not password protected and the information on it was not encrypted. **RP 52-53**. Documents from the USB key were then viewed on his personal computer. **RP 54-55**.

Attorney Young later confirmed Mr. Nelson's statements about this USB key or "USB drive." **CP 231**. At about the same time as the entry of the 5/4/22 Stipulation and Order signed by Mr. Nelson and Attorney Young, Mr. Nelson began spending several hours per week in the conference room in her office. **CP 231**.

In "mid-July 2022," over two months later, Attorney Young "learned that Mr. Nelson had developed a computer program that

allowed him to create work product (in the form of Excel spreadsheets) to organize and review some of the data that was contained within the confidential documents." **CP 231-32**. "Mr. Nelson told me that the Court had confirmed that he would be permitted to create this sort of work product during the hearing on April 22, 2022." **CP 232**. Attorney Young "did not view any of Mr. Nelson's notes or spreadsheets." **CP 233**.

Mr. Nelson also described the computer program he, as a senior-level software engineer by profession, had created to "convert the PDF bank statements received from subpoena responses into plain text files," "extract[] transaction data," and "[s]ave the transaction data into Excel spreadsheets." **CP 187-89; 1910-11**. It "ingested bank statements" and there were "images that are stored within it." **RP 36**. (emphasis added).

His stated intention was to "convert all the PDFs into Excel spreadsheets," asserting that the trial court had given him permission to use his laptop "to take notes and create spreadsheets." **CP 187-88**. This program was on his laptop, which

he took to Attorney Young's office and used to view the files on the USB drive provided by Attorney Young. **CP 187-88**. He used this program as early as June 6, 2022, as he stated that two spreadsheets created by that program were uploaded to Bri Tyler on that date. **CP 187-89**. (Paired with Attorney Young's statement above that she discovered his use of the program in mid-July, Mr. Nelson used this program for approximately 1.5 months before Attorney Young became aware of it).

This program "looks" at each page, gathers the information from the statement, "keeps [it] in its memory," then goes onto the next page. **RP 55-57**. The program "has its own awareness" of the "representations of these transactions." **RP 56**. When Mr. Nelson opened the USB key on his computer after plugging it into it, "the data came into the software, and the software ran to formulate the summary[.]" **RP 58**. The information generated by the software was not a "summary," however, because "**there was no summarization done at that point. This was literally pretty much a direct transcription of one-to-one transactions. There**

was no . . . summary table-type behavior done at that point. That was all done by Bri [Tyler] later." RP 58-59 (emphasis added).

He later filed what he called an "example" of work generated by this program, which was tasked to "collect and organize data from multiple Washington State court websites." **CP 372-521**. The document he provided as the results of the program was an identical PDF copy of Civil Rules 1 through 86 as posted on the Washington Courts website[1] with an attached index. **CP 372-521**.

Further, there was no "mechanism within the USB port that would have prevented [him] from making copies or downloading copies[.]" **RP 36-37**. Other than relying on Mr. Nelson's word and credibility, there was no way to know whether or not he had downloaded copies of the confidential information. **RP 37-38**. "[T]here is no way that we can really assess based on evidence whether or not I took copies other than my word for it." **RP 37-38**. When Mr. Nelson uploaded files to his financial expert, Bri Tyler,

[1] https://www.courts.wa.gov/court_rules/?fa=court_rules.list&group=sup&set=cr

there was no way "to prevent anybody from either copying or blind copying the data sent on the ShareFile to another source or location[.]" **RP 61**.

There were no "physical or procedural protocols" that prohibited Mr. Nelson from "sending an email with an attachment of any of the files in the thumb drive" from Mr. Nelson's laptop "while the thumb drive was attached" to his personal laptop. **RP 61-62**.

On July 27, 2022, Ms. Burks filed a Motion for Contempt against Mr. Nelson and Attorney Young for violation of the 3/16/22 Protective Order, 4/22/22 Order re Protective Order, and 5/4/22 Stipulation and Order re: Subpoenas. **CP 168-71**. As part of this, Ms. Burks also provided copies of communications between her attorney and Attorney Young regarding additional issues with ensuring Mr. Nelson complied with the Protective Orders. **CP 215-26**.

For example, an issue arose when Attorney Young was provided several hundred pages of confidential materials at 4:22

p.m. on 5/10/22 and Mr. Nelson was somehow able to review those materials and issue a deficiency letter the following morning at 8:08 a.m. **CP 216**. Via counsel, Ms. Burks requested confirmation and assurance that Attorney Young "was in fact limiting access for Mr. Nelson." **CP 216**. In response, on May 17, 2022, Attorney Young noted there was no sign-in sheet or video footage, but stated that Mr. Nelson had been set up on a "confidential computer to review the documents" and that he had "[a]t no point" "been permitted to review documents without our presence." **CP 218**. Attorney Young reiterated, "I am an officer of the court and have been in full compliance with the Protective Order, by which I am also bound." **CP 218**.

In addition to the standard contempt sanctions available per law, Ms. Burks also requested that Mr. Nelson be required to destroy all copies (with verification provided by an expert), that Attorney Young be required to destroy all confidential materials immediately and certify the same, and that all future viewing of

confidential materials be done at counsel for Ms. Burks' office. **CP 270-71.**

In response, Attorney Young asserted that contempt was not an available remedy as there were no "compensable losses," **CP 234**, that she had reminded Mr. Nelson that he needed to comply with the order, **CP 234-35**, and that she was not required to be present when Mr. Nelson reviewed the documents, **CP 230; *see also* CP 218** (noting on 5/17/22 that she was complying with the Protective Order by ensuring Mr. Nelson had not been "permitted to review documents without our presence").

On 8/5/22, the trial court issued an Order to Go to Court (Order to Show Cause) to Attorney Young and to Mr. Nelson for a hearing on 9/9/22. **CP 193-98**. Attorney Young filed her Completion of Limited Notice of Appearance that same day.

On 9/9/22, a hearing was held before the trial court at which both Mr. Nelson and Attorney Young testified. Each party was present with an attorney, including Attorney Young. **RP 14**. The trial court listed what documents had been reviewed and verified

with all parties that he had not missed anything, which the parties confirmed. **RP 17-19**.

After hearing testimony and argument, the trial court took the matter "under review and advisement" with a date for decision to be scheduled.

On 11/4/22, the trial court issued its oral decision on the contempt motion. **RP 109-19.** After discussing the background and applicable law, the trial court determined Mr. Nelson and Attorney Young were in contempt. **RP 116-18.**

On 11/9/22, the trial court signed a contempt order holding Mr. Nelson and Attorney Young in contempt and liable, jointly and severally, for Ms. Burks' $8,900 in attorney fees incurred as part of the contempt motion. **CP 620-25**. No other sanctions were issued in the contempt order, **CP 624**, and Attorney Young had been court ordered to destroy all confidential materials and certify the same, **CP 162-63**. Mr. Nelson filed this Notice of Appeal on 12/7/22. **CP 626-33.**

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STANDARD OF REVIEW

The decision to hold a party in contempt is within the trial court's discretion, and it will not be disturbed on appeal absent an abuse of that discretion. *Moreman v. Butcher*, 126 Wn.2d 36, 40, 891 P.2d 725 (1995). A trial court abuses its discretion by exercising it on untenable grounds or for untenable reasons. *In re Marriage of James*, 79 Wn. App. 436, 440, 903 P.2d 470 (1995).

Review of errors of law to determine the correct legal standard is *de novo*. *In re Marriage of Kinnan*, 131 Wn. App. 738, 751, 129 P.3d 807 (2006). Challenges to a trial court's factual findings are reviewed for substantial evidence. *In re Marriage of McDole*, 122 Wn.2d 604, 610, 859 P.2d 1239 (1993). "'Substantial evidence' exists if the record contains evidence of a sufficient quantity to persuade a fair-minded, rational person of the truth of the declared premise." *In re Marriage of Griswold*, 112 Wn. App. 333, 339, 48 P.3d 1018 (2002).

Our Supreme Court has held that when "decisions of trial courts [] were based on affidavits and other documentary

evidence[,]" an appellate court is "in as good a position as trial courts to review written submissions" and can review the decision *de novo*. *In re Marriage of Rideout*, 150 Wn.2d 337, 350, 77 P.3d 1174 (2003). This is true "when the trial court has not *seen* or heard testimony requiring it to assess the credibility of the witnesses." *Id.*

However, "where the proceeding at the trial court turned on credibility determinations and a factual finding of bad faith," the appropriate standard of review is "abuse of discretion." *Id.* 351. Appellate courts do not "review the trial court's credibility determinations or weigh conflicting evidence 'even though [the court] may disagree with the trial court in either regard.'" *In re Welfare of Sego*, 82 Wn.2d 736, 740, 513 P.2d 831 (1973); *In re Marriage of Meredith*, 148 Wn. App. 887, 891 n.1, 201 P.3d 1056, *rev. den.*, 167 Wn.2d 1002 (2009).

ARGUMENT

A. The Court of Appeals' decision conflicts with this Court's decisions.

In *Johnston v. Benefit Management Corp.*, this Court held that

> In contempt proceedings, an order will not be expanded by implication beyond the meaning of its terms when read in light of the issues and the purposes for which the suit was brought.

96 Wn.2d 708, 712-13 (1982) (*citing State v. Int'l Typographical Union*, 57 Wn.2d 151, 158, 356 P.2d 6 (1960). In the decision below, the Court of Appeals held that there was not a plain violation of the court orders at issue on the basis that 1) the April amended order removed the requirement of attorney presence (Dec. p. 14), and 2) that Mr. Nelson's actions did not constitute a plain violation of the order as it only referenced, for example, taking images.

This decision contradicts *Johnston* as it applies a plain language standard, but ignores plain language in the April order, which specifically stated that the original Protective Order remained in "full force" ***except*** for the listed changes. As an example, the Court of Appeals held that the April order removed the requirement of attorney presence when Mr. Nelson viewed the documents, but the April order says no such thing. *Johnston* specifically rejects the notion of interpreting orders by implication for contempt purposes,

but that is exactly what was done by stating the order implicitly means the presence requirement was removed.

Further, this decision contradicts *Johnston* and its progeny by holding that Mr. Nelson's conduct was not a plain violation of the orders. For example, the Court of Appeals focused on the words of the April order versus the trial court's oral decision regarding spreadsheets. However, this decision did not appear to consider that Mr. Nelson admitted he took "images" and created a software program to copy the information to his computer. Images are specifically forbidden by the April order.

Moreover, *Johnston* emphasizes consideration of the issues and purposes of the suit was brought when determining if the order was violated, and while the Court of Appeals' decision does discuss some issues extraneous to the April order, it did not appear to consider the issues and purposes of the suit. Ms. Burks obtained a protective order to prevent Mr. Nelson from having unfettered access to her confidential materials, and with the Court of Appeals' interpretation, the protective order was nullified.

B. The Court of Appeals' decision conflicts with other published Court of Appeals decisions.

Graves v. Duerden, 51 Wn. App. 642, 754 P.2d 1027 (1988) is progeny from *Johnston* and is violated in the same manner as described regarding this Court's decisions above.

CONCLUSION

For the reasons set forth above, Ms. Burks respectfully requests that this Court accept review under RAP 13.4, reverse the Court of Appeals, and uphold the trial court's decision on contempt below.

I certify under RAP 18.17(c) that the number of words contained in this document is 4859.

DATED: April 18, 2024.

CARLSEN LAW OFFICES, PLLC

Laura A. Carlsen, WSBA No. 41000
Attorney for Petitioner

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PROOF OF SERVICE

Laura A. Carlsen certifies as follows:

On May 13, 2022, I served upon the following persons a true and correct copy of this Petition via electronic service to:

Sophia Palmer
615 Commerce St., Ste. 101
Tacoma, WA 98402
253-777-4165
sophia@sophiampalmerlaw.com

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF WASHINGTON THAT THE FOREGOING IS TRUE AND CORRECT.

SIGNED AND DATED this 18th day of April, 2024, at Tacoma, WA.

Laura A. Carlsen

Laura A. Carlsen, Attorney

Filed
Washington State
Court of Appeals
Division Two

March 19, 2024

IN THE COURT OF APPEALS OF THE STATE OF WASHINGTON

DIVISION II

In the Matter of the Marriage of: ASHLEY ELIZABETH BURKS, Respondent, v. TRENT NELSON, Appellant.	No. 57672-4-II UNPUBLISHED OPINION

PRICE, J. — Trent Nelson appeals the superior court's order finding him in contempt for violating a protective order in his dissolution case with his ex-spouse, Ashley Burks.

The dissolution of Nelson and Burks' marriage was apparently acrimonious. Due to allegations of Nelson misusing Burks' financial information, the superior court issued a protective order to prevent the dissemination of her financial information. The protective order relied on Nelson's attorney, Rebekah Young, to monitor Nelson's access to the financial materials. But when Young later withdrew from Nelson's representation, the superior court issued an amended protective order that changed the procedures for protecting Burks' financial information.

At some point, Burks believed that both Nelson and Young had violated the original and amended protective orders. The superior court agreed with Burks, found Nelson and Young in contempt, and ordered them to pay Burks' attorney fees for bringing her contempt motion. Both Nelson and Young separately appeal.

In this appeal, Nelson argues that his conduct did not violate the superior court's protective orders.[1] Nelson also argues that even if his conduct did violate the protective order, Burks' motion was moot and he was not afforded the appropriate due process for the type of contempt Burks requested.

We reverse and hold that the superior court abused its discretion when it concluded that Nelson's conduct violated the superior court's protective orders.

FACTS

I. PROTECTIVE ORDERS

Burks initiated divorce proceedings to dissolve her marriage with Nelson in September 2021. Nelson retained Young to represent him.

The dissolution proceedings did not go smoothly. Burks was a local business person, and she became concerned that Nelson might misuse her business-related financial information disclosed during discovery. In February 2022, Burks moved for a protective order "prohibiting [Nelson] from using any information received through [] discovery for any other purpose than this proceeding" and that those materials be marked confidential. Clerk's Papers (CP) at 38.

In March, the superior court granted the motion and imposed a protective order. The March protective order required that materials designated as " 'Confidential' " (including business records like tax returns, bank records, and client and shareholder lists) "only be provided to a third party such as an expert witness or consultant or any other *legitimate* litigation support personnel."

[1] Young's appeal of the superior court's contempt order is the subject of a separate, linked appeal before us (No. 57679-1-II).

CP at 107-08 (emphasis added). The superior court also defined "legitimate" and described the procedure Nelson could use to access the confidential materials:

> "Legitimate" is defined as lawyers, staff for the lawyers and consulting experts. *Business records or confidential information described herein shall not be provided to Respondent. Respondent may view confidential materials in the presence of his attorneys at their office and shall not take images*.

CP at 108 (emphasis added). After the March protective order was in place and while she was still representing Nelson, Young was always with Nelson while he viewed the confidential materials.

But later that same month, Young and her law firm withdrew from representing Nelson. As a result of the loss of his lawyer, Nelson moved, pro se, to amend the March protective order. Nelson contended he needed an alternative method to view the confidential materials now that his former lawyer was no longer available to monitor his review of Burks' confidential materials. He requested an amendment to the procedure (italicized above), explaining,

> Removal of this clause is necessary now that I am proceeding with my case pro se. I no longer have attorneys, and thus, no means of access to Petitioner's discovery information. **Without access to Petitioner's discovery information, I am unable to conduct complete a [sic] thorough evaluation of Ms. Burks' discovery responses and our community assets.**

CP at 110.

Burks objected to Nelson's motion and advocated for a "special master to hold the discovery for [Nelson]." CP at 546.

In April, the superior court considered the motion to amend the March protective order. The superior court rejected Burks' request for a special master, but it agreed to modify the protective order. The superior court explained,

> My options are right now I do nothing or it stays the same. I modify it in some respect, which I may be inclined to modify in one limited respect, to tell you that you could view the documents that have been produced at your lawyer's office.

> And if that requires you to pay for the time to do so, then you do that. Or you can, similarly, review the documents at [Burks' attorney's] office in her conference room without taking copies of images. *You can then take handwritten notes to do your compilations*. For that matter, *you can bring your laptop and create an Excel spreadsheet, without getting the actual hard copies for purposes of any reason, including losing control of the instruments that may be potentially disclosed to third parties*, inadvertently or not.
>
> Also, to the extent that you retain a person that is qualified under Evidence Rule 700 series -- in other words, somebody that the Court would qualify as an expert, typically, if somebody with an accounting degree would like to evaluate the businesses or come to a book value, I will -- I'm inclined to modify the protective order and say that individual signs a verification that says that they will abide by the Court's protective order with consequences if they don't, including that of sanctions, that individual may have direct access to copies as well.
>
> But I'm not going to modify it to allow unfettered access. I'm not going to modify the protective order. I will simply indicate that I would encourage you to re-think whether you should -- re-think the possibility of hiring counsel to be of some assistance. I appreciate that things are getting expensive, especially if you've paid $100,000 in a case such as this. I appreciate that concern. It's a concern that I hear often.

CP at 550-51 (emphasis added).

Nelson asked for clarification of where he could access the confidential materials and what notes he could take, and the following colloquy took place:

> MR. NELSON: Before we move on, can I just seek some clarity on that -- you've mentioned that I can bring in my laptop if I need to transcribe and enter summary tables.
>
> THE COURT: Yes. You may create your own notes. You may not take images.
>
> MR. NELSON: Okay.
>
> THE COURT: You may not take screenshots. You may review and digest the information that has been presented. You may take -- you may then take your notes and put them on a laptop. You may take handwritten notes in anticipation for preparation for your trial.

> MR. NELSON: I would be more than willing to do that at my prior attorney's office. They would probably allow me to do that without a significant charge. I think the way that it was currently written is that I actually had a notepad -- they gave me a little notepad, and the notepad had to stay at the attorney's office. . . . I can't do anything with that. If we were able to adjust that --
>
> THE COURT: Your notes -- well, I will tell you this, that if I find -- I will warn you that if I find that you have read a bank statement and you go out on April 3rd, 2022 and say she deposited "X" or she spent "Y" and that's disseminated to third parties, that violates my protective order.
>
> In order to prepare for the trial, *I'm allowing you to take notes and create your spreadsheet* and the only audience will be me or a retained expert or a lawyer that represents you or [Burks' attorney].

CP at 552-53.

On April 22, 2022, the superior court entered its amended protective order. The April amended protective order was handwritten and short; it stated that the original March protective order would remain in full effect, except that:

> Any CPA or business evaluation expert may receive confidential documents so long as they sign the protective order and agree to be held responsible for any violations thereof.
>
> Mr. Nelson may view these documents in his prior attorney[']s office or in [Burks' attorney's] office but shall not take images of any kind (screenshot, photo, video) but he may take notes. Notes taken by Mr. Nelson shall be treated as confidential information and shall not be disseminated to third parties outside of attorneys of record, business valuation experts, CPA's or the court.

CP at 159-60.

II. NELSON'S FILE ACCESS AFTER THE APRIL AMENDED PROTECTIVE ORDER

After Young consulted with her colleagues on how to best abide by the two protective orders—the original March protective order and the April amended protective order—she stressed

to Nelson the importance of strictly following the orders and reminded Nelson multiple times about the requirements.

Nelson began viewing the materials at Young's office, although she was not usually in the room with him. Nelson initially used a computer provided by the law firm to view electronic versions of the materials. Young did not impose any procedures that would have prevented Nelson from copying Burks' confidential materials; Young merely relied on Nelson's word that he was not copying the materials in violation of the protective orders.

In May, Nelson hired a financial expert to assist in his case. To prepare documents for his expert, Nelson wished to use software programs that were not available on the office computers he previously used. So, thereafter, Nelson brought his personal laptop to Young's office and, with Young's cooperation, began to access Burks' financial information from a USB drive. Each time Nelson visited Young's office, he would receive the USB drive from Young and return it to her when he left.

Nelson used a software program on his laptop which created a spreadsheet from the financial materials. The data was extracted from documents on the USB drive, raw data was temporarily stored within the software's "transient memory" in a form that was not viewable, and the software created spreadsheets from the raw data. 2 Verbatim Rep. of Proc. (VRP) at 59. The spreadsheets were then saved directly to the USB drive, not Nelson's personal laptop. At that point, the software closed automatically and erased all transiently-saved data. When the process was completed, Nelson uploaded the spreadsheets created by the software directly from the USB drive to a private, online file-sharing drive that only his financial expert could access. Once the

files were uploaded for the expert, they were not available on the online file-sharing drive for Nelson to view or access.[2]

Nelson spent about 185 hours at Young's office during his review of the materials. Although Young was not in the same room with Nelson, she was always present at the office when he was there.

III. CONTEMPT PROCEEDINGS

In July 2022, after receiving information about what Nelson was doing in his review of her financial information, Burks filed a motion for contempt against Nelson and Young for violating the two protective orders. Burks alleged that the process of uploading confidential materials to Nelson's personal laptop and, from there, uploading those materials to an online file-sharing drive for his financial expert's review was a violation. Burks contended that the confidential materials were effectively copied when Nelson prepared spreadsheets of the data using the software and were, thereafter, freely available to him.[3]

On September 9, the superior court held an evidentiary hearing on the contempt motion. Both Nelson and Young testified consistently with the facts above. Nelson further explained that he never saved any materials to his personal laptop or a file-sharing drive that he could have thereafter accessed.

[2] We acknowledge that this description of the process is derived solely from Nelson's testimony. But the record contains nothing that refutes this description.

[3] Burks also alleged that Young was in contempt because she did not directly supervise Nelson's review of the confidential materials.

Two months after the evidentiary hearing, the superior court gave an oral ruling on Burks' motion, finding both Nelson and Young in contempt. The superior court explained that although Nelson wanted to remove the requirement that he could only view materials in "the presence of his attorneys" after Young withdrew, the superior court believed that requirement was still in place from the original March protective order. 3 VRP at 111. However, the superior court explained that the April amended order did allow for additional note-taking abilities for Nelson, stating,

> Ultimately, the Court did not modify the aforementioned restrictions in the protective order, but did allow Mr. Nelson to take notes and, from those notes, create a spreadsheet to assist him in preparing his case.

3 VRP at 113. The superior court also believed the amended order was clear about how Nelson should review the confidential materials and, critically, concluded that Nelson's review process violated the order:

> While the April 22, 2022 order is clear in all respects, the Court's verbal comments supplemented and were consistent with that order. In particular, the Court unambiguously stated: "You may create your own notes. You may not take images. You may not take screenshots. You may review and digest the information that has been presented. You may take handwritten notes in anticipation of preparation for trial."
>
> And later in the same colloquy, the Court again stated: "In order to prepare for trial, I'm allowing you to take notes and create your spreadsheet. . ."
>
> Now, based upon the undisputed testimony and evidence at the hearing, the Court has learned that Mr. Nelson was provided a thumb drive by Ms. Young containing the confidential information; that he took possession of the thumb drive and inserted the data from it onto his personal laptop computer; he cut and pasted the data and created a spreadsheet that was ultimately utilized in assisting his retained expert . . . and in his presentation of the case.

3 VRP at 113-14 (alternation in original).

Later, the superior court issued its written order, which largely restated its oral ruling. The order stated, in relevant part,

> 5. After her withdrawal as counsel, Ms. Young no longer supervised Mr. Nelson[']s review of confidential information.
>
> 6. Rather, Ms. Young provided Mr. Nelson with an unencrypted thumb drive with confidential documents for his unsupervised review in her office, which is no different than giving him hard copies except that it might be more readily available to disseminate.
>
> 7. Mr. Nelson is a computer expert, *and his transference of the data from the thumb drive to his computer to copy the data to a spreadsheet was intentional, and it defied the Court's restrictive measures*, which did not . . . contemplate, *nor did it ever authorize this procedure used as a means to review and copying the data*, the confidential information. *Rather, the court authorized separate notes and from those separate notes, the creation of a spreadsheet*.
>
> . . . .
>
> 10. Ms. Young and Mr. Nelson are in contempt of the March 16, 2022 Protective Order as well as the April 8, 2022 Order.

CP at 622-23 (emphasis added).

Nelson appeals.

ANALYSIS

I. CONTEMPT FINDING WAS AN ABUSE OF DISCRETION

Nelson argues that the superior court abused its discretion by finding him in contempt because his actions did not clearly violate the protective order. We agree.

A. LEGAL PRINCIPLES

We review the superior court's decision on a contempt motion for an abuse of discretion. *See, e.g.*, *Moreman v. Butcher*, 126 Wn.2d 36, 40, 891 P.2d 725 (1995). An "abuse of discretion" is present if there is a clear showing that exercise of discretion was manifestly unreasonable or based on untenable grounds or reasons. *Id.*

A court cannot hold a person in contempt for disobeying an order unless the facts constitute a "plain violation of the order." *Johnston v. Beneficial Mgmt. Corp. of Am.*, 96 Wn.2d 708, 713, 638 P.2d 1201 (1982). In contempt proceedings, courts strictly construe the language of the order that is the basis for the contempt motion in favor of an alleged contemnor. *Graves v. Duerden*, 51 Wn. App. 642, 647, 754 P.2d 1027 (1988); *Dep't of Ecology v. Tiger Oil Corp.*, 166 Wn. App. 720, 768, 271 P.3d 331 (2012). "The purpose for this rule is to protect persons from contempt proceedings based on violation of judicial decrees that are unclear or ambiguous, or that fail to explain precisely what must be done." *Graves*, 51 Wn. App. at 647-48.

B. APPLICATION

Nelson argues the superior court abused its discretion because, when strictly construing the language of the protective orders, Nelson's actions did not violate the orders. Nelson contends his creation of the spreadsheet was authorized and he did not transfer usable documents to his personal computer. He argues that his review process and the creation of the spreadsheets were narrowly designed to meet the specific language of the protective orders.

We analyze Nelson's position in four steps. First, we restate the precise language of the two protective orders. Second, we briefly restate and review the superior court's contempt order rationale to discern how it interpreted the language of its protective orders. Third, we apply a strict construction in favor of Nelson to the language of the protective orders to determine what was clearly prohibited and whether those prohibitions comported with the superior court's expectations. Finally, we compare those prohibitions of the orders (when strictly construed) with Nelson's conduct to determine whether he "plain[ly]" violated the orders. *See Johnston*, 96 Wn.2d at 713.

1. Protective Orders' Language

We begin with a close reading of the superior court's two protective orders. The original March protective order, entered when Nelson was represented by Young, allowed him to view the confidential materials "in the presence of his attorneys at their office" and essentially prevented him from making copies that would allow him to take the materials with him upon leaving. CP at 108. The specific language read:

> Business records or confidential information described herein shall not be provided to Respondent. Respondent may *view confidential materials in the presence of his attorneys* at their office and *shall not take images*.

CP at 108 (emphasis added). The short April amended protective order stated that the March protective order "shall remain in full force and effect," except it provided that Nelson could view the materials "in his prior attorney[']s office" and take notes. CP at 159-60. The specific language of the April amended protective order read:

> Mr. Nelson may view these documents in his prior attorney[']s office or in [Burks' attorney's] office but *shall not take images of any kind (screenshot, photo, video) but he may take notes*. Notes taken by Mr. Nelson shall be treated as confidential information and *shall not be disseminated to third parties* outside of attorneys of record, business valuation experts, CPA's or the court.

CP at 159-60 (emphasis added). And the superior court orally explained that under the amended protective order, Nelson would be allowed to create a spreadsheet:

> In order to prepare for the trial, *I'm allowing you to take notes and create your spreadsheet* and the only audience will be me or a retained expert or a lawyer that represents you or [Burks' attorney].

CP at 553.

2. Superior Court's Decision on Contempt

With this language in place, the superior court was apparently convinced that Nelson's electronic, unsupervised review of the materials violated the orders. The superior court also appeared to focus on Nelson's method for creating his spreadsheet. The superior court's written contempt order explained,

> 6. . . . Ms. Young provided Mr. Nelson with an unencrypted thumb drive with confidential documents for his unsupervised review in her office, which is no different than giving him hard copies except that it might be more readily available to disseminate.
>
> 7. Mr. Nelson is a computer expert, *and his transference of the data from the thumb drive to his computer to copy the data to a spreadsheet was intentional, and it defied the Court's restrictive measures*, which did not . . . contemplate, *nor did it ever authorize this procedure used as a means to review and copying the data*, the confidential information. *Rather, the court authorized separate notes and from those separate notes, the creation of a spreadsheet*.

CP at 622 (emphasis added).

The superior court appeared to believe that the spreadsheet was only authorized to be created from handwritten notes Nelson personally created, not using software on his personal computer, and that Nelson was not allowed to view the materials unsupervised. Thus, the superior court determined that Nelson's review method and spreadsheet creation violated the March protective order and the April amended protective order.

3. Construction of the Protective Orders

But contempt must be supported by strict construction of court orders in favor of alleged potential contemnors. *See Graves*, 51 Wn. App. at 647; *Tiger Oil Corp*., 166 Wn. App. at 768. Although the superior court characterized one of the orders as "clear in all respects," the two

protective orders collectively did not, on their faces, match the superior court's expectations. 3 VRP at 113.

The original March protective order prohibited Nelson from reviewing the materials outside the "presence" of his attorneys and from taking "images" of any materials. CP at 108 ("Respondent may view confidential materials in the presence of his attorneys at their office and shall not take images."). The order did not specify what form Nelson must view the materials in (electronic or printed copies), nor did it specify how Nelson must take notes. The April amended order reiterated the requirement that Nelson could not make copies or take images ("Mr. Nelson . . . shall not take images of any kind (screenshot, photo, video) . . . ."), but it, too, was silent about what form of document viewing Nelson was required to use. CP at 160.

As for notetaking, the April amended order permitted Nelson to "take notes," but it contained no limitation on the form of which the notes must have been taken—there was no reference to electronic or handwritten notes. The only specific requirement relevant to Nelson's notetaking was that he was prohibited from sending any confidential materials or notes to third parties other than his hired experts. CP at 159-60 ("Notes taken by Mr. Nelson shall be treated as confidential information and shall not be disseminated to third parties . . . .").

The April amended order made no mention of "spreadsheets," but the superior court's oral comments showed the superior court expected spreadsheets to be permitted. The superior court explained that Nelson would be permitted to create a spreadsheet, specifically stating Nelson could "take notes and create [his] spreadsheet." CP at 553. But, again, there was no specificity about the form permitted for the spreadsheets or how it must be created.

Finally, regarding being unsupervised, the April amended order shifted the requirement from the original March protective order that Nelson review the materials in the "presence" of his attorneys to just being "in his prior attorney[']s office." CP at 160 ("Nelson may view these materials in his prior attorney[']s office or in [Burks' attorney's] office . . . .").

Thus, when properly construed strictly in favor of Nelson, the language of the two protective orders did not reflect the expansive prohibitions that were applied by the superior court in its contempt order. *See Graves*, 51 Wn. App. at 647-48 (alleged contemnors are protected from contempt proceedings based on orders that are "unclear or ambiguous, or that fail to explain precisely what must be done"); *Tiger Oil Corp.*, 166 Wn. App. at 768 (order must be construed in favor of the alleged contemnor).

4. Nelson's Actions Did Not Violate the Protective Orders

As our last step, we compare Nelson's review and spreadsheet-creating process with the prohibitions of the two protective orders (strictly construed). After the imposition of the April amended protective order, Nelson could not copy "images" but could take notes and create spreadsheets and share those spreadsheets with an expert; nothing dictated the method of the note-taking or form of the spreadsheets. Nelson was required to be located in his former attorney's office; nothing required Young to be in the room with Nelson. Thus, Nelson's conduct complied with these prohibitions—he only viewed the confidential materials at Young's office, and never saved copies or images of the materials to his personal computer or any file-sharing drives that he would be able to access later.

It is true that Nelson's creation of spreadsheets using the software located on his computer pushed the boundaries of what was permitted on the face of the protective orders. But even these

spreadsheets fell short of violating the protective orders (strictly construed). Nelson's software created the spreadsheets by using the data from documents on the USB drive, extracting the data, temporarily, transiently storing it in a raw form—not in a usable form that Nelson could view—and terminating the data upon creation of the final spreadsheet product. That spreadsheet was then saved directly on the USB drive. Thus, no "image" was ever stored on Nelson's personal laptop. The only data was raw data that was not usable and whose presence was merely temporary; this raw data was not akin to taking an image for use outside of Young's office at a later time.

Thereafter, Nelson uploaded his spreadsheet to a file-sharing drive for his expert. The spreadsheet was uploaded directly from the USB drive and only the expert could access the spreadsheets after they were uploaded; Nelson had no further access to the spreadsheet after uploading the spreadsheet and leaving Young's office. Because Nelson did not create a pathway to access the confidential materials outside Young's office, neither the use of the software program nor the sharing of the spreadsheets with the expert was a violation of the protective orders (strictly construed).[4]

To be sure, Nelson's use of technology did not comport with the superior court's subjective view of what it ordered. It is apparent the superior court intended for Nelson to only access the materials and take notes in a nonelectronic manner. And the superior court also appears to have

[4] The superior court appeared to view Nelson's use of the software as actually transferring data *onto his computer* to create the spreadsheet *on his computer*. We view the facts in the record differently. But even if the superior court did not believe Nelson's testimony about how the software program worked, there remains no evidence in the record that Nelson actually made accessible copies of the confidential materials on his laptop during the process of creating the spreadsheets.

expected that Nelson would be supervised. Frustration is understandable when the superior court's subjective intentions were not followed, especially when those intentions were rooted in a justifiable concern for wrongful dissemination of sensitive information. And one might imagine a detailed protective order that would reasonably impose the requirements intended by the superior court.

But the specific language of these two protective orders, when properly construed strictly in favor of Nelson, do not match those intentions. Because Nelson's actions did not "plain[ly]" violate the restrictions in the protective orders, the superior court abused its discretion by finding Nelson in contempt. *See Johnston*, 96 Wn.2d at 713.[5]

II. ATTORNEY FEES

Both Burks and Nelson request attorney fees for this appeal. Burks requests attorney fees for this appeal under RAP 18.1(a) and RCW 7.21.030(3). RAP 18.1(a) allows us to award attorney fees if applicable law allows. And RCW 7.21.030(3) allows courts to award attorney fees when a person has been found in contempt of court. Because we reverse the order finding Nelson in contempt, we deny Burks' request for attorney fees; no contempt remains to justify the award.

Nelson requests attorney fees under RCW 26.09.140. Pertaining to dissolution proceedings, the statute allows an appellate court to, "in its discretion, order a party to pay for the cost to the other party of maintaining the appeal and attorneys' fees." RCW 26.09.140. In determining whether to award attorney fees under the statute, "[w]e may 'consider the arguable

[5] Nelson also argues, in the alternative, that the superior court erred in determining Burks' motion for contempt was not moot and that he was not afforded the appropriate due process for the type of contempt Burks requested. Because we reverse on other grounds, we do not address these arguments.

merit of the issues on appeal and the parties' financial resources.' " *In re Marriage of Lesinski & Mienko*, 21 Wn. App. 2d 501, 518, 506 P.3d 1277 (2022) (quoting *In re Marriage of C.M.C.*, 87 Wn. App. 84, 89, 940 P.2d 669 (1997)); RCW 26.09.140. Nelson argues we should award him attorney fees because Burks' financial resources "far outweigh" his own. Br. of Appellant at 38. After considering Nelson's recently-filed declaration of his financial resources, we decline to award attorney fees to Nelson on appeal.

CONCLUSION

We reverse, holding that the superior court abused its discretion in finding Nelson in contempt when his actions did not violate the requirements of the protective orders.

A majority of the panel having determined that this opinion will not be printed in the Washington Appellate Reports, but will be filed for public record in accordance with RCW 2.06.040, it is so ordered.

PRICE, J.

We concur:

CRUSER, A.C.J.

LEE, J.

CARLSEN LAW OFFICES

April 18, 2024 - 4:29 PM

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