No._____

THE SUPREME COURT OF WASHINGTON

Court of Appeals No. 86293-6-1

King County Superior Court No. 21-3-00678-7

In re:

SHANNON HENERY,

Petitioner,

and

WALKER HAGIUS,

Respondent.

PETITION FOR REVIEW

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I. PETITIONER'S IDENTITY

SHANNON HENERY is the moving party.

II. DECISION BELOW

Petitioner seeks review of the *Opinion,*[1] and the *Order Denying Motion for Reconsideration and Motion to Publish.*[2]

III. ISSUE

Whether it is a matter of substantial public interest[3] requiring this Court's review that several Washington courts have repeatedly declined to even *consider* a domestic violence victim's equitable request regarding a money judgment being enforced by her abuser to further his continuing campaign of criminal domestic violence.

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[1] Entered 01/27/2025 (Appendix A).
[2] Entered 03/05/2025 (Appendix B).
[3] RAP 13.4(b)(4); it is worth noting that because the *Opinion* violates articulated Washington public policy, it also conflicts with numerous opinions issued by the Supreme Court and the Court of Appeals pursuant to RAP 13(b).

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IV. STATEMENT OF THE CASE

On February 5, 2021, Dr. Henery filed for dissolution.[4]

On March 5, 2021, a temporary restraining order was entered against Mr. Hagius.[5]

On March 15, 2023, Dr. Henery submitted evidence that Mr. Hagius sent harassing messages such as *"[a]nyway, you've lost your chance to keep this house."*[6]

On April 27, 2021, Kathryn Ginn presented text messages of Mr. Hagius saying: *"But I'm in no rush. Shannon's divorce means I could go years without working. While she's a working single mom with a depleted retirement account. Her choice"* and *"Me being unemployed living off Shannon's money, dating and happy, pissing her off sounds like the ideal life to me,"* and *"I just want her to suffer like I'm suffering, and I have to find alternate ways to do it."*[7]

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[4] CP 275-76.
[5] *Opening Brief (*"OB") 4; CP643-52.
[6] OB 5; CP693-782, Exhibit 1.
[7] OB 6-9; CP13, 795-804.

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In April, a restraining order was entered against Mr. Hagius.[8] In October, a domestic violence protection order (DVPO) was entered against Mr. Hagius.[9] In December, Mr. Hagius was found in contempt of the DVPO; the commissioner concluded: *"The court will assume that any message received by Shannon Henery of a disparaging nature is sent by Walter Hagius unless he proves by a preponderance of the evidence that he did not send the offending message."*[10]

In January of 2022, Mr. Hagius sent messages implying he had installed a camera in Dr. Henery's home and acquired a gun; he made multiple death threats.[11] In February, Mr. Hagius was sanctioned for violating the court's orders more than 18 times.[12]

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[8] OB 9; CP813-15.
[9] OB 9; CP11.
[10] OB 10; CP11.
[11] OB 10-11; CP 870-926, Exhibit H.
[12] OB 11-12; CP11.

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FINAL ORDERS

On November 18, 2022, the superior court entered final orders; it determined that Mr. Hagius had engaged in harassment, cyber stalking, and a pattern of coercive control.[13] It also found that Mr. Hagius had a long-term emotional/physical problem that interfered with his parenting, a long-term substance problem with alcohol, and that he used conflict in a way that may cause serious damage to the psychological development of a child.[14]

As part of the property distribution, Dr. Henery was awarded the parties' residence, and she was ordered to make an equalization payment of $203,339.00 within 30 days.[15] Dr. Henery would have to acquire a refinance on the home within thirty days to make the transfer payment required by the decree.[16]

[13] OB 15-16, 20; CP 14, 821-29.
[14] *Id.*
[15] OB 18; CP 18-20.
[16] CP 78-79.

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POST-JUDGMENT LITIGATION

On December 1, 2022, less than a month after the Superior Court entered final orders explicitly requiring Mr. Hagius to pay the mortgage, he defaulted.[17] When Dr. Henery made arrangements with the management company to pay the mortgage directly with the tenant's rent, Mr. Hagius ousted the paying tenant of six years, claiming he intended to sell the property; Mr. Hagius, however, never subsequently made any attempt to sell the property.[18] By end of December, Dr. Henery's credit score decreased to 751 based on Mr. Hagius' default.[19]

In January, Mr. Hagius defaulted again,[20] and Dr. Henery's credit score dropped to 684.[21]

On January 26, he posted on social media that *"She's already had to cut the price on her house $105k and she's offering a $10k*

[17] OB 20; CP 848.
[18] *Id.*
[19] OB 21; CP 846-63, Exhibit B.
[20] OB 21; CP 847-48.
[21] OB 21; CP 846-63, Exhibit B.

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incentive, whatever that means 🤣*"* and *"Her house went pending recently, but fell through in two days. I have other plans for my house. DM me."*[22]

In February, Mr. Hagius defaulted again.[23] Dr. Henery's credit score dropped to 669, so she made a payment on Mr. Hagius' mortgage to save her credit.[24]

Because Dr. Henery's credit was damaged by Mr. Hagius' default on the mortgage, she could not obtain a loan, and her equalization payment was late; Mr. Hagius then took action to garnish Dr. Henery's wages.[25]

In March, Mr. Hagius again failed to pay the mortgage,[26] and Dr. Henery made two mortgage payments on his behalf.[27]

On March 3, 2023, the day after Dr. Henery's attorney provided her credit information to Mr. Hagius' attorney, Dr.

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[22] OB 27-29; CP 870-926, Exhibit B.
[23] OB 22; CP 847-48.
[24] OB 22; CP 847-48, Exhibit D.
[25] OB 22.
[26] OB 22; CP 847-48.
[27] *Id.*

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Henery received an anonymous text from a spoofed number saying: *"Hey friend! Do you know what your credit score is?"*[28]

On March 10, 2023, Mr. Hagius (who had successfully harassed Dr. Henery's first attorney until she quit) began harassing Dr. Henery's current attorney.[29]

In subsequent motions, Dr. Henery provided evidence that Mr. Hagius had received multiple criminal charges, including one for stalking and three for DVPO violations.[30] She reported he was about to start a 6-month period of home confinement and was facing trial on a felony, both based on ongoing domestic violence against her.[31] She submitted abusive communications confirming Mr. Hagius' intent to financially harm her: *"Once all your money is gone, things are going to take an interesting and unexpected turn. Enjoy the calm before the storm."*[32]

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[28] OB 23; CP 870-926, Exhibit H.
[29] OB 23-28; CP 870-926, Exhibit F.
[30] OB 24-35.
[31] OB 26-28; CP 865-68, 870-926.
[32] OB 28.

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On April 4, 2023, Mr. Hagius pled guilty to a domestic violence charge saying: *"On or about 1/4/22 thru 1/11/22, in the State of Washington, I repeatedly called and texted Shannon Henery from a spoofed phone and did threaten to cause bodily injury immediately or in the future to Shannon Henery and my words and conduct did place her in reasonable fear that the threat would be carried out."*[33]

In May, Dr. Henery testified that Mr. Hagius was evading service; she had yet been unable to serve him, even at the address he had provided.[34] At the end of May, Mr. Hagius was located on his boat and served.[35]

In June, Dr. Henery testified that she had been forced to sell her home at a loss of 25% of its value, because she could not afford to pay two mortgages and make the transfer payment, and because she could no longer qualify for a home equity loan with

[33] OB 30; CP 934, Exhibit F; emphasis added.
[34] OB 31.
[35] OB 31; CP 930.

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the damage Mr. Hagius had caused to her credit.[36] She noted that if Mr. Hagius had paid the mortgage (or permitted the tenant to pay the mortgage), she could have refinanced and paid his judgment, but her mortgage broker indicated she would not be able to refinance until at least year after the last default.[37] Since December of 2023, Mr. Hagius had made over 131 attempts to contact her in violation of the protection order.[38] She also testified that Mr. Hagius attempted to prevent the sale of her home by falsely reporting a code violation,[39] and that he had disseminated her sealed information on Facebook.[40]

In August, Mr. Hagius brought a *Motion to Enforce Property Division*.[41] He requested the equalization payment, $19,117.93 in interest, and an award of fees.[42]

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[36] OB 31-32; CP 933.
[37] OB 32; CP 933-36, Exhibit A.
[38] *Id.*
[39] *Id.*
[40] *Id.*
[41] CP 24-31.
[42] CP 24-25.

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In December, a commissioner ruled that interest was denied "*because both parties failed to meet their underlying obligations of the Decree,"* and *"[t]hey both come to the court with unclean hands,"* and *"[a]s such, the award of interest is not appropriate."*[43]

Mr. Hagius moved to revise,[44] and in January a judge awarded the full amount of interest, nearly $20,000, to Mr. Hagius.[45]

On February 7, 2024, Dr. Henery appealed.[46]

APPEAL TO DIVISION I

In her Opening Brief, Dr. Henery confirmed the centrality of domestic violence issues in the very first section:

> *Dr. Shannon Henery appeals the superior court's decision to inequitably enforce final orders in the parties' divorce to the profound enrichment of her abuser.*[47]

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[43] *Id.*
[44] CP 234-44.
[45] CP 276-76.
[46] *Id.*
[47] OB 1.

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Domestic violence issues were addressed again in Section II, where Dr. Henery specifically assigned error to the superior court's abuse of discretion *"when it demonstrated a repeated pattern of inconsistently and inequitably enforcing the final orders in a manner that* ***contravenes public policy and facilitates/empowers continuing domestic abuse."***[48]

An emphasis on domestic violence concerns was reiterated a third time in the section entitled "Issue #2": *"Whether the superior court has established a post-trial pattern of inconsistently and inequitably enforcing the final orders in a manner that* ***contravenes public policy and has systematically facilitated ongoing abuse."***[49]

The Opening Brief contained more than 45 pages of detailed information regarding the extensive domestic violence.[50] Despite the extensive information regarding domestic violence

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[48] *Id*; emphasis added.
[49] OB 2; emphasis added.
[50] OB 2-47.

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in the record and the Opening Brief, the *Opinion* fails to acknowledge domestic violence in its analysis; instead, it dismisses domestic violence concerns via a footnote:

> *The suggestion that the superior court facilitated abuse or ran afoul of our state's policies concerning domestic abuse simply by enforcing the dissolution court's order as to the division of property and interest on the transfer payment is wholly unwarranted.*[51]

Astonishingly, in its discussion of attorney's fees, the *Opinion* denies Dr. Henery's request for fees in part because her brief contains "extensive discussion of facts that are not relevant to the procedure and issues presented for review."[52]

V. ARGUMENT

A. Whether it is a matter of substantial public interest requiring this Court's reivew that several Washington courts have repeatedly declined to even *consider* a domestic violence victim's equitable request regarding a money judgment being enforced by her abuser to further his continuing campaign of criminal domestic violence.

[51] *Opinion* at 12, footnote 6.
[52] *Opinion* at 14.

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"Domestic violence" includes "coercive control," the purpose of which is to unreasonably interfere with a person's free will and personal liberty.[53] Coercive control pursuant to RCW 7.105.010 includes the following actions, all of which were undertaken by Mr. Hagius:

- Controlling or compelling conduct by **forcing the other party to relinquish property** or items of special value.[54]
- Using technology to exert undue influence over the other party, including monitoring of the other party.[55]
- Threatening to use a firearm to intimidate the other party in a manner that warrants alarm by the other party for their safety or for the safety of other persons.[56]
- Communicating, directly or indirectly, with intent to harm family members or friends or the other party's career or to engage in self-harm.[57]
- Making or threatening to make private information public.[58]

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[53] RCW 7.105.010(4)(a),(9).
[54] RCW 7.105.010(4)(a)(i)(A).
[55] RCW 7.105.010(4)(a)(i)(B).
[56] RCW 7.105.010(4)(a)(i)(C).
[57] RCW 7.105.010(4)(a)(i)(E).
[58] RCW 7.105.010(4)(a)(i)(G).

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- **Committing other forms of financial exploitation**.[59]
- **Controlling, exerting undue influence over, interfering with, regulating, or monitoring the other party's** movements, communications, daily behavior, **finances, economic resources,** or employment.[60]
- Engaging in vexatious litigation or abusive litigation as defined in RCW 26.51.020 against the other party to harass, coerce, or control the other party, **to diminish or exhaust the other party's financial resources**, or **to compromise the other party's employment or housing**.[61]
- Engaging in psychological aggression, including humiliating, degrading, or punishing the other party.[62]

The WA Administrative Office of the Courts indicated in its "DV Manual for Judges":[63]

> Effective intervention by the court can promote the abused party's safety, independence, and freedom of decision-making, and the accountability of the abusive party by working to ensure that orders for support, property distribution, and child custody are equitable. Many abusive partners are skilled at exercising control

[59] RCW 7.105.010(4)(a)(iii).
[60] RCW 7.105.010(4)(a)(iv).
[61] *Id* at (v).
[62] *Id* at (vi).
[63] DV Manual for Judges 2015 (Updated 2.22.2016), pgs. 12-1 and 12-2 (emphasis added).

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> by threatening the victim's financial independence and financial security.[64] For example, an abusive partner may control all of the money in the household, no matter who earns it. The abuser may give his or her partner a certain allowance to purchase food and household goods that must be accounted for to the dollar. An abuser may **stop making house payments** or paying the rent and threaten to leave the victim … without a home. **In addition, abusive partners often engage in economic sabotage, including interfering in victims' ability to maintain employment or housing, or ruining their credit ratings.[65]** Courts can play a significant role in reducing the power and control a domestic violence abuser has by providing for an equitable distribution of assets and orders for support.

Seventeen years ago, this Court ruled: "We find ample evidence of a clear public policy in the legislature's pervasive findings and enactments over the past 30 years,"[66] adding:

> The judicial expression of public policy is likewise pervasive. **This court has specifically recognized a public policy interest in preventing domestic violence.** *State v. Dejarlais,* 136 Wash.2d 939, 944–45, 969 P.2d 90 (1998) (finding a clear

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[64] J. Postmus, S.B. Plummer, S. McMahon, N.S. Murshid, & M. Kim, *Understanding Economic Abuse in the Lives of Survivors,* Journal of Interpersonal Violence, 27, 411-430 (2012).

[65] A. Adams, C. Sullivan, D. Bybee, & M. Greeson *Development of the Scale of Economic Abuse,* Violence Against Women 14, 563-588 (2008).

[66] *Id.*

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> statement of public policy to prevent domestic violence and holding that reconciliation may not void a domestic violence protection order); *In re Disciplinary Proceeding Against Turco,* 137 Wash.2d 227, 253 n. 7, 970 P.2d 731 (1999) (holding that "[t]he Legislature has established a clear public policy with respect to t**he importance of societal sensitivity to domestic violence and its consequences**"); *see also State v. Dejarlais,* 88 Wash.App. 297, 304, 944 P.2d 1110 (1997) ("The Legislature has clearly indicated that there is a public interest in domestic violence protection orders."), *aff'd,* 136 Wash.2d 939, 969 P.2d 90 (1998).[67]

"[T]he legislative, judicial, and executive branches of government have repeatedly declared that it is the public policy of this state to prevent domestic violence by encouraging domestic violence victims to ... assist efforts to hold their abusers accountable."[68] This Court affirmed that "[t]he legislature has repeatedly and unequivocally declared that domestic violence is an immense problem that impacts entire communities.[69]

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[67] Danny, 165 Wn.2d at 217; emphasis added.
[68] Danny v. Laidlaw Transit Servs., Inc., 165 Wn.2d 200, 221, 193 P.3d 128, 138 (2008).
[69] *Id.*

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1. The decision of King County Superior Court violated public policy.

a. The Superior Court's decision violated public policy when it failed to acknowledge or address Dr. Henery's legitimate claims of continuing abuse

The *Opinion's* failure to even *acknowledge* issues related to claims of ongoing domestic violence issues in its analysis was profoundly violative of Washington's public policy. Regardless of whether Dr. Henery's claims had merit (which was never considered), the public policy of Washington is unflinchingly committed to the protection of domestic violence victims and the prevention of ongoing abuse, including financial abuse. The *Opinion* provided no basis in fact, law, policy, or reason for dismissing the domestic violence issues without consideration.

b. The Superior Court's decision violated public policy when it ignored Dr. Henery's request for equitable relief and instead rewarded a criminal domestic violence perpetrator for engaging in continuing abuse of his victim.

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In general, trial courts have broad discretionary power and flexibility to fashion equitable remedies and award relief.[70] **The court's equitable powers include the power to prevent the enforcement of a legal right that would result in an inequity**.[71] Under conditions/circumstances warranting equity, "equity will assume jurisdiction for all purposes, and give such relief as may be required."[72] This is particularly applicable in family law matters where equitable outcomes are of paramount concern.[73] To achieve the goals of RCW 26.09.080 and .090, the court must craft orders that acknowledge the unequal power balance between the abused party and the domestic violence

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[70] *Rabey v. Dep't of Lab. & Indus.,* 101 Wn.App. 390, 396–97, 3 P.3d 217 (2000), citing *Sac Downtown Ltd. Partnership v. Kahn,* 123 Wn.2d 197, 204, 867 P.2d 605 (1994) and *Friend v. Friend,* 92 Wn.App. 799, 803, 964 P.2d 1219 (1998).

[71] *Mendez v. Palm Harbor Homes, Inc.,* 111 Wn.App. 446, 460, 45 P.3d 594 (2002)(equity's goal is substantial justice), citing *Thisius v. Sealander,* 26 Wn.2d 810, 818, 175 P.2d 619 (1946).

[72] *Mendez,* 111 Wn.App. at 460, quoting *Income Prop. Inv. Corp. v. Trefethen,* 155 Wn. 493, 506, 284 P. 782 (1930).

[73] RCW 26.09.080 & .090; see also, *In re Marriage of Morris,* 176 Wn.App. 893, 903, 309 P.3d 767 (2013).

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perpetrator.[74] In this instance, the Superior Court did not even *acknowledge* Dr. Henery's equitable claim related to Mr. Hagius' post-trial domestic abuse. A court's failure to exercise discretion is an abuse of discretion.[75]

Equity's goal is substantial justice.[76] It flies in the face of justice to permit Mr. Hagius to profit nearly $20,000 from the delay he caused (both by violating the Superior Court's order for the purpose of sabotaging Dr. Henery's ability to obtain the necessary loan and through delay caused by avoiding service[77]).

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[74] DV Manual for Judges 2015 (Updated 2.22.2016), pg. 12-2, citing A. Farney and R. Valente, *Creating Justice Through Balance: Integrating Domestic Violence Law Into Family Court Practice, 54 JUV. & FAM. CT. J. 35 (NCJFCJ, Fall 2003).*

[75] *Cf. Mainline Rock & Ballast, Inc.*, 8 Wn.App. 2d 621, 626, 439 P.3d 676 (2019); see also, *Phelps v. Phelps*, 2 Wn.2d 272, 276, 97 P.2d 1080 (1940)("[f]or appellate review to be possible, a trial court's findings must declare the ultimate facts that justify its conclusions; if they do not, an appellant is entitled to have the cause remanded for entry of findings adequate for review").

[76] *Mendez*, 111 Wn.App. at 460.

[77] Mr. Hagius initiated garnishment proceedings against Dr. Henery in February of 2023, but he avoided personal participation in any other proceedings until June of 2023.

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Not only did the Superior Court make findings without substantial evidence in the record,[78] but it made no meaningful evaluation of individual accountability and instead treated the parties as if they were two equally offending skunks, jointly responsible for the lingering stench of discord (the origin of which would be impossible to trace by virtue of their collective presence), when in reality, the problem was solely and intentionally manufactured by Mr. Hagius. The Superior Court's disinterest in ascertaining the facts before meting out the simplest available solution is an approach that enables ongoing domestic abuse. When a court declares both parties to have unclean hands in order to artificially equalize the parties' individual accountability, the bad actor suddenly finds himself free to continue dirtying his hands at a discount after having proved

[78] E.g., it determined that Mr. Hagius could not afford to pay the mortgage when there is no evidence in the record to support that ruling, *and* the record contains significant evidence to the contrary, and it concluded that Dr. Henery acted in bad faith or with unclean hands when there is no evidence in the record to support that conclusion, etc.

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himself willing to proceed at full price. Even worse for public policy purposes, he makes the court his ally in the undertaking; going forward, he can expect to receive only *half* the accountability he deserves for the harm he caused, and his victim, who has already received the full weight of his abuse, must then endure half the responsibility for his actions at the hands of the court. This is how domestic abusers weaponize the courts against their victims, and it is the obligation of the court to maintain vigilance against becoming complicit, which the Superior Court in this case failed to do.

Even putting all those considerations aside, however, if this Court were nevertheless inclined to treat the parties as bearing equal responsibility for the outcome here, as the lower courts did, error yet remains. If both parties are equally responsible for the tardy transfer of the equalization payment, then equity would require that Mr. Hagius would only be entitled to *half* the total interest incurred, since he bore *half* the responsibility for its accrual. Instead, both lower courts awarded him the full amount

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with the result that Mr. Hagius found himself free to harm Dr. Henery with no consequence to himself, while Dr. Henery was abandoned to the cruelty of Mr. Hagius after which the Superior Court forced her to reward him for his villainy. Through this approach, both lower courts achieved the worst possible outcome in light of Washington's domestic violence public policy.

2. The decision of Division I of the Washington State Court of Appeals violated public policy.

a. The *Opinion* violated public policy when it declined to even consider Dr. Henery's arguments regarding domestic violence, and in doing so, it independently repeated King County's error a second time on review

The arguments in support of this assertion are identical to those set forth above regarding King County Superior Court and are incorporated in this section by reference.

b. The *Opinion* failed to provide the review that is guaranteed as a matter of right per RAP 2.1 & 2.2.

A party who has received a final judgment is entitled to review "as a matter of right."[79]

[79] RAP 2.1, 2.2.

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The *Opinion* did not provide meaningful review of Dr. Henery's claims; it provided (1) no citation to information in the record, (2) no citation to authority in Washington law, and (3) no analysis to explain its conclusion.[80]

Instead, it merely provided a footnote announcing that the "suggestion" that the Superior Court "facilitated abuse" or "ran afoul of our state's policies concerning domestic abuse" was "wholly unwarranted."[81] Not only did the *Opinion* provide no evidence, authority, or analysis in support of that conclusion, but it gave no basis for the implied conclusion that it had no obligation to consider evidence, cite authority, or provide analysis. The *Opinion* provides absolutely no explanation for such a casually dismissive conclusion.

If Division I believed that King County had been correct to ignore Dr. Henery's claims, it could have conducted an analysis that arrived at that conclusion. If it did not believe Dr. Henery's

[80] *Opinion*, pg. 12, footnote 6.
[81] Id.

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equitable claim had merit or if it determined there was insufficient evidence to show that Mr. Hagius was engaging in ongoing domestic abuse, it could have conducted those analyses and made those rulings. After proper consideration, an appellate court is authorized to deny an appeal on any lawful basis, but here, the *Opinion* dismissed Dr. Henery's arguments in a footnote, without *any* basis at all, lawful or otherwise.

Appeal as a matter of right is meaningless if the reviewing court is free to simply ignore issues it feels disinclined to review. Such an outcome converts an appeal as a matter of right into a mere request for discretionary review, and RAP 2.1 makes a very clear distinction between the "two methods" for seeking review; they are not equivalent.

Much more troublingly, Division I's seemingly casual disinterest in considering an appellant's claims is a betrayal of the trust held by citizens who invest significant time and expense in reliance on the guarantee of meaningful consideration by the appellate court. This is a distinct issue of public policy that

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should be determined by this Court, because *this Court* is the only entity that can instruct the Court of Appeals regarding the review guaranteed by the rules.

c. The *Opinion* violates public policy by appearing to rebuke behavior that Washington State explicitly seeks to encourage.

Crucially, the footnote dismissing domestic violence concerns did not assert that ***relief*** based on Dr. Henery's claim was unwarranted; rather, it asserted that her ***claim*** itself was unwarranted. This is troubling.

First, the implication that courts have no capacity to facilitate domestic abuse or "run afoul" of Washington's domestic violence public policy is neither factually nor legally accurate. Courts do both all the time, and the commitment of Washington State to constantly improving systemic obstacles to addressing domestic violence is what drives the development of public policy over time, as our history demonstrates.

Second, the *Opinion's* tone suggests that Dr. Henery's argument was viewed as an impertinence. This is problematic

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Spokane, WA 99201
(509) 207-7615

for multiple reasons. First, assigning error to a court's decision based on the violation of public policy is a common thing to do. Dr. Henery made no personal or ad hominem accusation against any judge – as indeed the decisions of the "Superior Court" in this case included the rulings of numerous individuals – and she certainly implied no malice or unethical behavior by any judicial officer at any point. Mr. Hagius took great pains in his brief to put malicious accusations in Dr. Henery's mouth in a transparent effort to provoke court the (which evidently was successful), but Dr. Henery was explicit in her briefing that her argument was purely one of public policy as manifested by the collective Superior Court, not *misconduct* by any individual employed there. (Notably, while no claims of misconduct were ever even *implied* in this matter, if such a claim *had* been made, it would not be unwarranted on its face. Judges have no divine right of inerrancy. History confirms that occasionally a bad apple does engage in misconduct, and the *Opinion's* suggestion that an allegation of misconduct could be dismissed as "unwarranted"

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without first determining whether it's *true* is deeply troubling.) Third, the rules require appellants to explicitly assign error on review. Parties are not permitted to make arguments by polite implication, and if they attempt it, they may be punished with the loss of their claim. It is unjust to scold an appellant for complying with the rules. Finally, as stated above, Washington's public policy on domestic violence "encourage[s] domestic violence victims to ... assist efforts to hold their abusers accountable."[82] If a Washington court is not making *any* effort to hold known abusers accountable for provable abuse, that is an error. Public policy not only *permits* such an argument to be made, but it encourages them. The *Opinion's* response appeared intended to chill such claims in violation of public policy.

d. The *Opinion* cites no authority in Washington law to support its conclusion, and it applies the wrong standard of review.

[82] *Danny v. Laidlaw Transit Servs., Inc.,* 165 Wn.2d 200, 221, 193 P.3d 128, 138 (2008).

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The *Opinion's* analysis for its decision to award full interest turned entirely on one sentence: *"The evidence in the record supports the superior court's determination that Henery failed to conclusively show that Hagius was solely responsible for the delayed transfer payment, so its decision to deny Henery's claim for equitable relief from interest was tenable."*[83]

The *Opinion* cites to no authority to suggest that this is the standard for evaluating equitable requests for relief. For a decision to be tenable, it must be based on the correct standard.[84] The case law presented by Dr. Henery above confirms that the relevant standard for an equitable request is substantial justice. An award of $20,000 in interest to a domestic abuser as recompense for a delay he caused himself by engaging in ongoing domestic abuse is not just, and the *Opinion* makes no attempt to argue that it is. Even if the delay were actually equally

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[83] *Opinion*, pg. 11.
[84] *In re Combs*, 105 Wn.App. 168, 173, 19 P.3d 469 (2001), quoting *In re Marriage of Littlefield*, 133 Wn.2d 39, 46, 940 P.2d 1362 (1997).

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caused by both parties, a full award of interest would not be a just outcome, and the *Opinion* makes no attempt to argue that it would. This decision is an abuse of discretion.

e. Because the *Opinion* declined to acknowledge that domestic violence was the focus of Dr. Henery's appeal, it also made improper procedural decisions regarding the record on appeal.

The *Opinion* erred when it denied Dr. Henery's motion to supplement the record based on its conclusion that Trial Exhibits 47 and 49 – both of which had been explicitly incorporated into the decree – were "unnecessary to reach a decision on the merits of the issues presented for review."[85] Not only did the *Opinion* undermine its own conclusion by failing to address the merits of the issues presented for review, but access to the entirety of the final decision a party seeks to enforce is crucial to its proper enforcement in any context. Where a decree confirms, approves, or incorporates by reference the terms of another document, a merger is considered to have occurred; this is particularly so

[85] *Opinion,* pg. 8.

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when the document is not only incorporated by reference, but the language of the decree makes clear that the document is to be merged into the decree.[86]

VI. CONCLUSION

Dr. Henery respectfully begs this Court to accept review. Vulnerable populations of Washington State rely on the judiciary to provide protection from domestic abuse and to ensure that the court system is not used as a weapon to further harm survivors. Absent this Court's review, the issue will remain impervious to correction. Even where victims of abuse are sufficiently fortunate to have counsel, attorneys can be of no assistance in circumstances where courts feel themselves free to dismiss domestic abuse claims without consideration. Deference to the rule of law rather than the arbitrary discretion of a few empowered individuals is a core value of Washington jurisprudence that must be protected; the decision in this case

[86] *Yearout v. Yearout*, 41 Wn.App. 897, 900–01, 707 P.2d 1367, 1370 (1985).

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erodes this principle; only this Court is empowered to restore it.

The undersigned certifies that the foregoing brief contains 4,947 words not including the appendices, title sheet, table of contents, table of authorities, certificate of service, signature blocks, and this certification of compliance.

RESPECTFULLY submitted this 4th day of April, 2025:

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CERTIFICATE OF ATTORNEY

I certify that on April 4, 2025, I arranged for delivery of a copy of the foregoing PETITION FOR REVIEW to the following:

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APPENDIX A

IN THE COURT OF APPEALS OF THE STATE OF WASHINGTON

IN RE THE MARRIAGE OF: SHANNON MICHELLE HENERY, Appellant, v. WALKER LOGAN HAGIUS, Respondent.	No. 86293-6-I DIVISION ONE UNPUBLISHED OPINION

CHUNG, J. — Shannon Henery and Walker Hagius finalized their dissolution in November 2022. Among other things, the final dissolution orders awarded real property and financial assets to each party and ordered Henery to make an equalizing transfer payment to Hagius. Nine months later, Hagius filed a motion to enforce the dissolution orders. Hagius sought to require Henery to sign documents necessary to transfer ownership of real property and an individual retirement account (IRA) awarded to him; to disburse the required transfer payment; and to pay accrued interest. After a commissioner granted the motion in part, but denied the request for interest, the superior court revised the commissioner's order and ordered Henery to transfer 100 percent of the value of the IRA account and pay interest on the transfer payment. The superior court declined to award attorney fees to either party.

Henery appeals the superior court's order on revision. Because Henery fails to establish that the superior court erred, we affirm.

FACTS

The trial court entered final orders dissolving the marriage of Shannon Henery and Walker Hagius on November 18, 2022. The court found that the parties separated on February 5, 2021, the date Henery petitioned for dissolution, and stated that "[a]ll property will also be valued as of this date, including real property." The trial court awarded to each party a parcel of real property and provided that each party was responsible for the mortgage and other costs associated with the real property allocated to them. Because the assets awarded to Henery had a higher value, the court ordered her to make an equalizing transfer payment of $203,339 to Hagius. The dissolution decree ("decree") reduced the transfer payment to a judgment and set the interest rate on the judgment at 12 percent per annum.

In finding 9, the dissolution court stated, "The spouses' community personal property is divided equally as follows," and listed the parties' community property financial assets and the party to whom each asset was awarded. The list included Fidelity IRA account #9194, with a balance of $326,981.73, and designated it as property awarded to Hagius, "with the net present value as of the Date of Separation, to be divided by a Qualified Domestic Relations Order [QDRO]."[1] The court explained in additional findings that it had previously "found and ruled orally that whether any transfer payment would be required depended

[1] In listing the Fidelity IRA and awarding it to Hagius, the order parenthetically references the supporting trial exhibit, "Ex. 77, Bal: $326,981.73."

on a final valuation of the two retirement accounts awarded to [Hagius] (Fidelity IRA #9194 and Schwab 401(k)).” Then, based on the parties’ post-trial supplemental submissions, the court adopted final values reflected in a spreadsheet, “Exhibit A,” attached to both the court’s findings and the decree. The spreadsheet indicates a lower balance for the same Fidelity IRA account, $296,982. The court explained that it had discounted the value of the account by $30,000 “to account for the more limited liquidity” of the account[2] and used the values in the spreadsheet to calculate the amount of the equalizing transfer payment, $203,339. The court also ruled that each party was responsible for their own attorney fees.

Four months after entry of the trial court’s final orders, Henery filed motions for contempt and to restrict abusive litigation. Henery alleged that Hagius owed child support and failed to make mortgage payments between January and March 2023 on the real property that had been awarded, but not yet transferred, to him. Henery reported that to mitigate the effect of Hagius’s default on her credit score, she made three mortgage payments on Hagius’s behalf. Henery also argued that Hagius engaged in a pattern of abusive litigation against her in the underlying dissolution and by filing a writ of garnishment post-dissolution. The court denied the motion to restrict abusive litigation and declined to find Hagius in contempt.

In August 2023, nine months after entry of the final dissolution orders, Hagius filed a motion to enforce the dissolution decree. Hagius asked the court to

[2] The court also discounted the value of the Schwab 401(k) by $10,000 for the same reason. .

(1) order Henery to sign the quitclaim deed and tax document necessary to transfer ownership of the real property awarded to him; (2) order disbursement of the transfer payment awarded to him; (3) order Henery to sign the paperwork necessary to transfer the Fidelity IRA account; (4) appoint a special master to effectuate these transfers; and (5) award attorney fees and costs to him.

In response, Henery explained that Hagius's default on the mortgage prevented her from securing a line of credit to raise funds for the transfer payment. And Henery asserted that the transfer payment should be offset by $16,507.04, the total amount she had paid to keep the mortgage current on the real property awarded to Hagius. As to the Fidelity IRA, Henery claimed that the final orders provided for the transfer of a specified amount of funds from that account, $296,982, based on the value assigned to the account in Exhibit A to the findings and decree.

A superior court commissioner granted the motion to enforce, in part. The commissioner ordered Henery to execute the documents required to transfer the real property awarded to Hagius and to disburse the transfer payment, minus the offset, reducing the transfer payment Henery owed from $203,339 to $186,831.96. The commissioner declined to impose interest on the transfer payment, reasoning that Hagius's failure to pay the mortgage "impacted [Henery's] ability to secure the funds in a timely manner." The commissioner also ordered Henery to sign the documents necessary to "transfer from the Fidelity IRA #9194, the amount of $296,982.00 as of November 18, 2022, into a Fidelity rollover account with any gains or losses thereon from November 18, 2022

through the date of the transfer, for the Respondent." Noting the discrepancy in values for the Fidelity IRA in the court's findings versus Exhibit A, the commissioner determined that the value listed in Exhibit A, $296,982, should control. The commissioner found that both parties made the litigation more difficult than necessary, and awarded attorney fees of $2,500 to Hagius, approximately 30 percent less than the amount he requested.

Hagius sought reconsideration. He challenged the waiver of interest and argued that the issue of an offset was not properly before the court, absent a cross motion. Hagius also claimed that, regardless of the value of the Fidelity IRA at the time of separation, the dissolution court's findings made it clear that the court intended to award him the entire Fidelity IRA account, whatever the value at the time of transfer.

The commissioner entered findings and conclusions on reconsideration, rejecting Hagius's objection to the offset and reaffirming its decision to waive interest, noting that both parties had "unclean hands." The commissioner reconsidered its prior ruling as to the value of the Fidelity IRA at the time of separation, concluding that $296,982 was the value of the account as of the date of the final orders, November 18, 2022, and $326,981.73 was the value on February 5, 2021, at separation. The commissioner's order on reconsideration directed Henery to transfer the "value of the account as of February 5, 2021, along with any gains or losses thereon from that date through the date of transfer" to an account in Hagius's name.

Hagius sought revision by a superior court judge. Hagius again challenged the decision to waive interest and argued that the dissolution court intended to award him the full value of the Fidelity IRA account on the date of transfer.[3]

Henery argued in response that the commissioner's original determination of the value of the Fidelity IRA at the time of separation, $296,982, was correct and that the dissolution court intended to award only that specific amount to Hagius. Both parties requested attorney fees.

The superior court heard argument on the motion and revised the commissioner's order, in part. The court determined that Hagius was entitled to interest on the judgment, as provided in the decree, which accrued from November 18, 2022, the date of the judgment, until the date of payment, September 28, 2023. In calculating the amount of interest due, the court took into account the offset credited toward the judgment. The superior court further ruled that the underlying dissolution orders awarded to Hagius "100% of the Fidelity IRA #9194 together with all investment gains and losses on that account to be transferred through a Fidelity rollover." The superior court declined to revise the fees previously awarded or to award additional fees to either party.

Henery appeals.

DISCUSSION

Commissioners' rulings are "subject to revision by the superior court." RCW 2.24.050. The superior court reviews a motion to revise a commissioner's ruling de novo based on the record presented before the commissioner. In re

[3] Hagius reported that transfer of title to the property was resolved and abandoned his challenge to offset of the transfer payment.

Marriage of Williams, 156 Wn. App. 22, 27, 232 P.3d 573 (2010). When, as here, "the superior court makes independent findings and conclusions, the order on revision supersedes the commissioner's ruling." In re Guardianship of Knutson, 160 Wn. App. 854, 863, 250 P.3d 1072 (2011). Thus, we review the superior court's decision, not the commissioner's. Williams, 156 Wn. App. at 27. We review the superior court's findings of fact for substantial evidence in the record and its conclusions of law de novo. Knutson, 160 Wn. App. at 863.

We also review de novo the interpretation of the terms of dissolution orders, applying the rules of construction applicable to statutes and contracts to determine the intent of the dissolution court. In re Marriage of Thompson, 97 Wn. App. 873, 877-78, 988 P.2d 499 (1999). We read and construe the court's orders as a whole, giving meaning and effect to every word. Stokes v. Polley, 145 Wn.2d 341, 346, 37 P.3d 1211 (2001).

I. Fidelity IRA

Henery argues that the superior court erred by interpreting the dissolution orders to require transfer of the full value of the Fidelity IRA. Henery claims that the different values assigned to the account in the court's final orders amount to a "scrivener's error." And relying on a footnote in Exhibit A that states that the Fidelity IRA is a "sum-certain amount" and any post-separation deposits to the account would be separate property, Henery claims the court intended to award to Hagius only a specific portion of the Fidelity IRA account funds, $296,982.

But reading the orders as a whole, we conclude that the difference in the values in the findings and on the spreadsheet was deliberate. The court's

findings, substantiated by evidence in the record, establish that (1) the value of the Fidelity IRA account at the time of separation was $326,981.73, (2) the court awarded the entire account to Hagius, and (3) for the express purpose of calculating the transfer payment, the court discounted the value of the account by $30,000 due to costs associated with liquidating the asset. [4] And, as the superior court pointed out, even if the final orders were unclear as to the value of the account at the time of separation, that issue was ultimately irrelevant to the determination of whether the court intended to divide the account.

There is no dispute that the purpose of assigning value to the parties' assets was to determine the necessity and amount of a payment to equalize the property awarded to the parties at a specific point in time. Consistent with the findings allocating the Fidelity IRA account to the "Respondent," Exhibit A places the entire value assigned to the account in Hagius's "community award" column. The court's orders do not suggest an intent to assign to Hagius a fixed amount or to allocate to Hagius only a specific percentage of the account. As the superior court observed, the "sum-certain" language in the footnote of Exhibit A was intended to call attention to a valuation that was different from the actual balance of the account reflected in the findings.

The revision court also observed that the language directing the parties to execute a QDRO was ultimately unnecessary and simply corresponds to the

[4] Henery filed a motion to supplement the record on appeal with three trial exhibits. Supplementation is allowable under RAP 9.10, but only if this court concludes the existing record "is not sufficiently complete to permit a decision on the merits of the issues presented for review." Because the Fidelity IRA statement confirming the balance of the account at the time of separation is already a part of the appellate record and the other exhibits are unnecessary to reach a decision on the merits of the issues presented for review, we deny the motion.

provision in Exhibit A that protected Henery if she had deposited funds into the account after separation. While Henery now contends that the record is insufficient to determine that she had no separate property interest based on post-separation contributions, she asserted no separate property interest below. Moreover, in seeking to enforce the decree, Hagius expressly pointed out that Henery did not claim to have made any post-separation deposits, and Henery did not dispute the assertion. Nor did she object or correct the record when the superior court indicated on the record that there were no post-separation deposits.

Finally, Henery argues that the revision court's interpretation of the dissolution orders results in an unequal division of property, contrary to the dissolution court's intent. Again, relying on Exhibit A, she points out that the community property awards were equal only if the balance of the transferred Fidelity IRA account did not exceed $296,982. This argument is unavailing.

Henery fails to appreciate that Exhibit A equalized the division of property only at a precise point in time, at least a year and nine months before any assets were transferred. The court did not, and could not, enter any order that guaranteed that the property values would remain static or that the property awards would remain equal. And the record includes no evidence of the value of any of the community property assets at the time of actual transfer. The court explicitly stated its intent that the discounted value on Exhibit A reflected the illiquidity of the account and was relevant *only to the calculation of the transfer payment*.

The revision court correctly interpreted the dissolution orders to require Henery to transfer the full value of the Fidelity IRA to Hagius.

II. Post-Judgment Interest

Citing the trial court's "broad equitable powers in family law matters," Henery argues that the superior court abused its discretion when it determined that she owed post-judgment interest and denied her equitable request to waive the interest. In re Marriage of Morris, 176 Wn. App. 893, 903, 309 P.3d 767 (2013); In re Marriage of Farmer, 172 Wn.2d 616, 625, 259 P.3d 256 (2011) (courts have "continuing equitable jurisdiction" in family law matters that allows them "to grant whatever relief the facts warrant").

Washington courts must enter judgments that comply with RCW 4.56.110, which requires interest on judgments to accrue at the maximum rate permitted under RCW 19.52.020—12 percent. In re Marriage of Harrington, 85 Wn. App. 613, 630-31, 935 P.2d 1357 (1997). And here, the dissolution court's order unambiguously imposes post-judgment interest. Henery does not argue otherwise, and she did not appeal that aspect of the decree.

The superior court determined that, even assuming it had authority to waive the interest ordered on an equitable basis, the record did not support the commissioner's conclusion that Hagius "acted with unclean hands sufficient to warrant waiving the interest."

Henery cited multiple reasons for the delayed transfer payment—including rising interest rates, a corresponding downturn in the housing market that particularly affected high-end homes, and an inability to obtain a home equity line

of credit due to Hagius's failure to pay the mortgage on co-owned property. Interest rates and Henery's ability to sell at an optimal sale price were, of course, outside of Hagius's control and unrelated to his conduct. For his part, Hagius asserted that he was relying on receipt of the transfer payment to pay the mortgage, and because Henery did not make the payment, he had to borrow funds to meet his living and medical expenses. Henery did not explain why she failed to promptly transfer the real property to Hagius or pay any funds toward the transfer payment after she ultimately sold the property awarded to her. As the superior court noted, the commissioner's findings that "both parties failed to meet their underlying obligations of the Decree" and both came "to the court with unclean hands," undermined its apparent determination that the failure to comply with the decree was willful, one-sided, and warranted equitable relief from the interest imposed.[5]

The relevant unchallenged provision of the dissolution court's decree reduced the transfer payment to a judgment including interest at 12 percent per year. The evidence in the record supports the superior court's determination that Henery failed to conclusively show that Hagius was solely responsible for the delayed transfer payment, so its decision to deny Henery's claim for equitable relief from interest was tenable. The superior court did not err by enforcing the decree and ordering the payment of post-judgment interest.[6]

[5] The court noted that the commissioner waived interest without a request from Henery.

[6] We reject Henery's claim that the revision court (1) "inconsistently and inequitably" enforced the dissolution court's orders, (2) failed to meet its "obligation not to participate in or facilitate abuse," and (3) resolved the motion before it on the "narrowest technicalities available without addressing domestic abuse." The revision court's order was based on the terms of the unappealed final dissolution orders, not "technicalities." Those orders included findings of abuse,

III. Attorney Fees Below

Henery challenges the superior court's denial of her request for attorney fees based on intransigence. Below, Henery requested attorney fees for having to respond to the motion to revise, alleging that Hagius (1) had a "history of intransigence," (2) made it impossible for her to comply with the decree, (3) "defaulted on child support," (4) sought to garnish her wages, (5) "harassed" her attorney with e-mails, and (6) "taunted" her on social media. Henery asserted that, in contrast to Hagius's post-judgment conduct, her post-judgment motions were brought in "good faith."

A court may enter an award of fees based on intransigence. In re Marriage of Foley, 84 Wn. App. 839, 846, 930 P.2d 929 (1997), abrogated on other grounds by In re Marriage of Wilcox, 3 Wn.3d 507, 553 P.3d 614 (2024). "Determining intransigence is necessarily factual, but may involve foot-dragging, obstructing, filing unnecessary or frivolous motions, refusing to cooperate with the opposing party, noncompliance with discovery requests, and any other conduct that makes the proceeding unduly difficult or costly." In re Marriage of Wixom, 190 Wn. App. 719, 725, 360 P.3d 960 (2015). The party requesting fees for intransigence must show the other party increased legal costs by, for instance, "forcing court hearings for matters that should have been handled without litigation." In re Marriage of Pennamen, 135 Wn. App. 790, 807, 146 P.3d

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and imposed restrictions and limitations on Hagius's conduct in line with those findings. Although Henery now asserts that Hagius's conduct warranted a greater offset against the equalization payment, the court granted an offset in the amount Henery requested. The suggestion that the superior court facilitated abuse or ran afoul of our state's policies concerning domestic abuse by simply enforcing the dissolution court's order as to the division of property and interest on the transfer payment is wholly unwarranted.

466 (2006). We review a decision on attorney fees for an abuse of discretion. In re Marriage of Bobbitt, 135 Wn. App. 8, 29-30, 144 P.3d 306 (2006).

Henery does not allege that either Hagius's motion to enforce the decree or his motion to revise was frivolous or unnecessary. Such an argument would fail since those motions were successful in most respects. Her only claim that is tied to the enforcement motion is that Hagius took a "disingenuous" position with respect to the sufficiency of the evidence supporting her claim for an offset. But, as the commissioner noted, due to the timing of Hagius's counsel's appearance in the matter, it appeared that counsel may have been unaware of the evidence Henery previously submitted to corroborate her claim of payments on Hagius's behalf. Once apprised of the evidence, Hagius conceded the offset issue.

Neither party fully complied with the dissolution court's final orders, which led to further litigation and increased legal costs for both sides. In these circumstances, the superior court did not abuse its broad discretion in denying Henery's request for fees.

IV. Attorney Fees on Appeal

Both parties request attorney fees on appeal. Henery's request is based on Hagius's alleged intransigence, bad faith, and "campaign of abuse."[7] Henery also requests sanctions against Hagius under RAP 10.7 (authorizing sanctions for submission of appellate brief that fails to comply with the appellate procedural rules). Among other failures, Henery contends that Hagius's brief fails to provide

[7] Henery also references RCW 26.09.140, which permits an award of fees, after consideration of the financial resources of both parties, based on financial need. But she makes no argument with regard to her financial need and Hagius's ability to pay, nor has she submitted a financial declaration, as required by RAP 18.1(c).

citations to the appellate record to support all assertions of fact, improperly includes argument in the statement of facts, and fails to meaningfully address the issues she raises. *See* RAP 10.3(a)(5), (6). And Henery speculates that, although signed by counsel, the Respondent's brief "primarily reflects the efforts of Mr. Hagius himself."

However, Henery fails to identify intransigence or abusive conduct related to this appeal, and she has not prevailed on appeal.[8] Although neither party's submissions strictly complied with the Rules of Appellate Procedure, the failures were not so egregious as to "exact[ ] a heavy and unwarranted toll on the court's resources" or affect our ability to "efficiently and expeditiously [ ] review the accuracy of the factual statements made in the briefs." Litho Color, Inc. v. Pac. Emp'rs Ins. Co., 98 Wn. App. 286, 305-06, 991 P.2d 638 (1999). We deny Henery's request for fees on appeal and decline to impose sanctions under RAP 10.7.

Hagius argues that Henery's appeal is frivolous, her opening brief was untimely filed by two days, and she has exhibited intransigence. Hagius cites RAP 18.1, which provides, in relevant part, that attorney fees may be granted on appeal provided the applicable law grants a party the right to recover appellate fees. To the extent that Hagius seeks an award of fees as a sanction for filing a frivolous appeal, we deny the request because Hagius fails to identify authority to support it. Boyle v. Leech, 7 Wn. App. 2d 535, 542, 436 P.3d 393 (2019) (RAP

[8] While Respondent's brief lacks consistent citations to the record and includes argumentative assertions in its statements of fact, for her part, Appellant's brief also includes nonconforming citations to the record, as well as extensive discussion of facts that are not relevant to the procedure and issues presented for review. See RAP 10.4(f), (g).

18.1 requires more than a bald request; a party must provide argument and citation to authority to advise the court of the appropriate grounds to support an award). The essence of Hagius's claim of intransigence is that Henery's appeal lacks merit, but we do not conclude that the appeal is wholly devoid of merit or that Henery was intransigent for pursuing it.

We affirm the superior court's order on revision and decline to award attorney fees on appeal to either party.

Chung, J.

WE CONCUR:

Bird, J.

Mann, J.

APPENDIX B

FILED
3/5/2025
Court of Appeals
Division I
State of Washington

IN THE COURT OF APPEALS OF THE STATE OF WASHINGTON

IN RE THE MARRIAGE OF: SHANNON MICHELLE HENERY, Appellant, v. WALKER LOGAN HAGIUS, Respondent.	No. 86293-6-I DIVISION ONE ORDER DENYING MOTION FOR RECONSIDERATION AND MOTION TO PUBLISH

Appellant Shannon Henery filed a motion for reconsideration and a motion to publish the opinion filed on January 27, 2025 in the above case. A majority of the panel has determined that the motions should be denied. Now, therefore, it is hereby

ORDERED that the motion for reconsideration and motion to publish are denied.

FOR THE COURT:

Chung, J.

Judge

THE LAW OFFICE OF JULIE C WATTS

April 04, 2025 - 12:46 PM

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