Supreme Court No. ____

COA No. 87370-9-1

THE SUPREME COURT
OF THE STATE OF WASHINGTON

Lingjun Steve Hou,

Respondent,

v.

Jie Yao Hou,

Petitioner.

PETITION FOR REVIEW

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I. INTRODUCTION

This case presents significant constitutional and statutory questions under both Washington and federal law and warrants review under RAP 13.4(b)(1)-(4).

At its core, the Court of Appeals' decision disregarded preserved assignments of errors, ratified fraud which unlawfully stripped half of Jie's vested pension, exceeded statutory authority, ignored binding precedent and deprived Jie of constitutional due process protections in violation of both the U.S. Const. amend. XIV, § 1 and Article I, § 3 of the Washington Constitution. Each error independently justifies review. Together, they reflect a systemic breakdown that threatens the integrity of the judicial process and public confidence in the enforceability of decrees, settlement agreements, and pensions across Washington.

This case thus presents not only statutory and precedential conflicts but also a fundamental constitutional question:

whether Washington courts may disregard due process and statutory limits to affirm orders procured by fraud, stripping a party of her vested pension rights. Review is necessary to restore the uniformity of the law, vindicate constitutional protection, and prevent manifest injustice.

If left standing, the decision threatens not only Jie's rights but also the security of pension entitlements for thousands of Washington employees, undermining public confidence in the judiciary and the enforceability of contractual protections.

II. IDENTITY OF PETITIONER

Jie Yao Hou, the petitioner, asks this Court to accept review of the Court of Appeals' decision designated in Part III of this petition.

III. COURT OF APPEALS DECISIONS

The Court of Appeals issued an unpublished opinion in Case No. 87370-9-1 on July 14, 2025. Jie filed a motion to reconsider. The Court of Appeals denied this motion on August 11, 2025. The unpublished opinion and order denying

motion to reconsider are attached in the Appendix.

IV. ISSUES PRESENTED FOR REVIEW

1. Whether the Court of Appeals erred by disregarding Jie's preserved challenge in Assignment of Error No. 1 asserting that the arbitrator decided an issue not submitted by the parties—and instead sua sponte reframing the arbitration dispute around "community interest" never raised by the parties and never found by the trial court, in violation of RAP 2.5(a), RAP 12.1(a), and due process protections under the Fourteenth Amendment to the U.S. Constitution and Article I, § 3 of the Washington Constitution.
2. Whether the Court of Appeals erred by disregarding Jie's preserved challenge in Assignment of Error No. 2, which asserted that the arbitration award contained three significant facial legal errors directly contradicting with the decree of dissolution—and instead reframing Jie's arguments around an

unpreserved "community interest" issue never raised or litigated, in violation of RAP 2.5(a), RAP 12.1(a), and due process protections under the Fourteenth Amendment and Article I, § 3 of the Washington Constitution.

3. Whether the Court of Appeals erred by mischaracterizing Jie's preserved challenge in Assignment of Error No. 3 that the trial court confirmed arbitration award without ruling on a statutory ground for vacatur under RCW 7.04A.230(1)(c) in violation of due process—and instead, deciding an unpreserved issue never raised or litigated, thereby exceeded its scope of review, violated RAP 2.5(a), RAP 12.1(a), and due process protections under the Fourteenth Amendment and Article I, § 3 of the Washington Constitution.

4. Whether the Court of Appeals erred by disregarding Jie's preserved Assignment of Error No. 4—that the trial court confirmed the award authorizing submission of a

split-type QDRO without requiring Jie's signature, in deviation from the arbitration award, procured through Steve's fraud upon the court and in violation due process—and instead excused fraud and affirmed on legally and factually erroneous basis that also violated due process under the Fourteenth Amendment and Article I, § 3 of the Washington Constitution.

5. Whether the Court of Appeals erred by disregarding Jie's preserved Assignment of Error No. 5—that the trial court entered an unsigned split-type QDRO procured by fraud, contrary to the decree's plain terms and in disregard of procedural safeguards—and instead excused the fraud and affirmed on legally and factually erroneous basis that violated due process under the Fourteenth Amendment and Article I, § 3 of the Washington Constitution.
6. Whether the trial court and the Court of Appeals erred by awarding attorney fees to Steve despite the CR 2A

agreement and final decree expressly prohibiting any fee-shifting; by enforcing fee awards on orders procured through fraud upon the court; and by construing the attorney fee waiver in Steve's favor, contrary to the rule that ambiguities must be interpreted against the drafter, thereby unlawfully rewriting the parties' contract, modifying the decree without authority, and disregarding controlling precedent.

V. STATEMENT OF THE CASE

1. The CR2A agreement, incorporated into the final decree of dissolution, required both parties to enter interest-type QDROs to divide their respective pensions (CP 202). This obligation was confirmed by Steve's own interest-type QDRO entered on December 13, 2022 (CP 219) which likewise bound Jie to enter a corresponding interest-type QDRO.

Steve submitted to arbitration on March 6, 2024, disputing only one issue: whether Jie's interest-type QDRO, drafted under WAC 415-02-510, complied with WAC 415-02-500 (CP

250). Despite this narrow submission, the arbitrator reframed the dispute as: whether Jie's pension should be divided through an interest-type or a split-type QDRO (CP 323)—an issue never raised by the parties—rendering the award void.

The trial court erred in confirming the void arbitration award (CP 457). Jie preserved the error in Assignment of Error No. 1.

On appeal, the Court of Appeals further reframed the case, elevating the arbitrator's reference to "community interest" into the dispositive issue and characterizing the dispute as "the manner in which the parties' community interest in Jie's pension should be divided" (App. 11)— an issue never raised, litigated or preserved by the parties, and never found by the trial court, and then resolved appeal on that issue, in excess of its authority and violation of Jie's constitutional due process right—rendering its affirmance void.

2. Jie specifically challenged three facial legal errors contained in the arbitration award in the Assignment of Error

No. 2. Rather than address these preserved errors, the Court of Appeals reframed Jie's argument around an issue neither raised nor litigated—the meaning of "community interest" (App.10) and then resolved the appeal on that basis.

By substituting its own theory for Jie's preserved arguments, the Court of Appeals denied her due process right of to be heard, adjudicated an issue never raised by the parties or decided by the trial court—rendering its affirmance void.

3. RCW 7.04A.230(1)(c) provides that an arbitration award must be vacated if "the arbitrator refused to consider evidence material to the controversy." Jie raised this statutory ground in her motion to vacate the arbitration award. The trial court, however, confirmed the award without addressing this statutory claim (CP 457).

Jie preserved her challenge in Assignment of Error No. 3, contending that the trial court's failure to rule on a statutory vacatur ground violated her constitutional due process right to be heard acting without jurisdiction.

Instead of addressing this preserved error, the Court of Appeals mischaracterized the assignment of error, treating the trial court's acknowledging Jie's allegation as its ruling (App. 11), and reframed the issue as whether the arbitrator had refused to consider material evidence and then faulted Jie for not specifying such evidence (App. 11).

As a result, both the trial court and Court of Appeals denied Jie the opportunity to be heard on a material statutory ground, violating her constitutional due process rights and acting without jurisdiction under the Fourteenth Amendment and Article I, § 3 of the Washington Constitution. Accordingly, the confirmation order and appellate affirmance are void.

4. The arbitration award expressly required that "[Jie] shall… **sign** [the split-type QDRO]… so it can be submitted to the court" (CP 323). Despite this directive, Steve through his counsel submitted a proposed order confirming the arbitration award that deliberately omitted the signature requirement. The trial court entered the order as drafted, confirming the

arbitration award and authorizing submission of a split-type QDRO without requiring Jie's signature (CP 457).

Jie challenged these actions, preserving her Assignment of Error No. 4, arguing that Steve's omission constituted fraud upon the court and that the trial court exceeded its statutory authority by materially altering the arbitration award and divesting Jie of pension rights without her consent or a hearing, in violation of due process and beyond its jurisdiction, rendering its order void.

The Court of Appeals, however, excused the fraud and ignored the preserved error, instead, mischaracterizing the arbitration award's plain directive that required Jie's signature. It erroneously concluded that Jie's signature was "not a condition to submission of the QDRO but rather an obligation she failed to fulfill" (App. 12).

The Court further compounded its error by misstating key procedural dates and concluding that "the trial court did not err by authorizing Steve to present a QDRO without Jie's

signature, or entering that QDRO without Jie's signature, after Jie did not timely fulfill that obligation" (App. 12).

By affirming on legally and factually flawed grounds while disregarding Jie's preserved assignment of error, the Court of Appeals violated due process acting without jurisdiction, denied Jie of a meaningful opportunity to be heard on appeal, and authorized Steve's unlawfully seizure of half of her pension—rendering its affirmance void.

5. Steve, through counsel, drafted a split-type QDRO falsely reciting that it was "entered pursuant to the decree of dissolution" (CP 456). He aggravated this misrepresentation by intentionally leaving both parties' signature blocks blank, obtaining no party consent, and bypassing court procedure by emailing the unsigned QDRO directly to Judge Hawk's chambers.

Judge Hawk compounded the fraud by accepting the irregular court submission and entering the unsigned, incomplete split-type QDRO (CP 545), which directly

contradicted the decree, deprived Jie of notice and an opportunity to defend, violated due process acting without jurisdiction, and enabled Steve to unlawfully seize half of Jie's pension.

Jie preserved these errors in Assignment of Error No. 5. Nevertheless, the Court of Appeals excused the fraud, ignored these preserved errors and affirmed on the basis that "the trial court's order confirming the arbitration award expressly authorized Steve to submit a split-type QDRO to the court for signature if Jie failed to do so within seven days" (App. 13)—omitting the award's plain directive that required Jie's signature before submission.

The Court further compounded its error by misstating key procedural dates and concluding that "Jie had notice and an opportunity to be heard when Steve moved to confirm the arbitration award that directed Jie to prepare an split-type QDRO, and the record reflects that Steve provided her a copy of his proposed QDRO when he submitted it to DRS for

review" (App. 13). The record shows otherwise: the confirmation order was entered on August 12, 2024 (CP 456), while Steve did not draft the QDRO until August 22, 2024. Jie therefore had no notice or opportunity to be heard before the QDRO even existed. Steve's later courtesy copy to DRS on August 22 did not cure this defect.

By affirming on factual error and legal flaw basis and disregarding the preserved errors, the Court of Appeals violated due process acting without jurisdiction, deprived Jie of notice and an opportunity to defend, and endorsed Steve's unlawfully taking half of Jie's pension—rendering its affirmance void.

6. The parties' CR 2A agreement, incorporated into the final decree of dissolution, expressly provides: "Neither party shall pay any attorney fees or costs to or for the benefit of the other party" (CP 658). Despite this unambiguous prohibition, the trial court awarded attorney fees to Steve in connection with (1) his motion to confirm the arbitration award, (2)

drafting and submitting a split-type QDRO, and (3) contempt proceedings. The Court of Appeals also awarded Steve attorney fees on appeal.

Jie preserved these issues in Assignment of Error No. 7 and 8, arguing that the awards violated both the CR2A agreement and the final decree, and the fees were incurred by Steve to obtain fraudulent orders from the court. The Court of Appeals erred in excusing fraud, affirming the fees and further compounding the error by granting Steve fees on appeal. It did so by improperly narrowing the scope of the CR2A agreement, construing it to bar only fees "incurred in connection with entering into the CR 2A agreement itself" (App. 16)—contrary to its plain language and binding precedent. Courts may not disregard or rewrite unambiguous contractual terms under the guise of interpretation, and any ambiguity must be construed against the drafter—here, Steve and his counsel.

VI. ARGUMENT WHY REVIEW SHOULD BE GRANTED

1. Review is Warranted Under RAP 13.4b(1),(2) Because the Court of Appeal Affirmed by Reframing Issue Sua Sponte in Violation of RAP 2.5(a) and RAP 12.1(a) and Binding Precedent

1) The only issue Steve submitted for arbitration was whether Jie's interest-type QDRO, drafted under WAC 415-02-510, complied with WAC 415-02-500 (CP 250). The arbitrator exceeded her authority by reframing the dispute to whether Jie's pension should be divided through an interest-type or split-type QDRO (CP 323), an issue never submitted by either party—rendering the arbitration award void.

The trial court compounded this error by confirming the void award (CP 456). Jie preserved the error in Assignment of Error No. 1.

The Court of Appeals went even further and affirmed by disregarding the preserved error, elevating the arbitrator's

unilateral reference to "community interest" into a dispositive issue, and reframing the dispute to "the manner in which the parties' community interest in Jie's pension should be divided" (APP. 11). Yet, neither party raised any dispute regarding "community interest" in their pensions in any motion, argument, or pleading, nor did the trial court make such finding.

2) The arbitration award contains three significant facial legal errors, contrary to parties' decree—further rendering the award void. The trial court erred in confirming the void award.

The Court of Appeals compounded the error by disregarding Jie's Assignment of Error No. 2 challenging the three facial legal errors in the arbitration award, and instead reframing Jie's arguments into a "community interest" theory—that parties' pensions required use of an interest-type QDRO (App. 10). This theory never raised or briefed by the parties, nor ruled upon by the trial court.

Despite this, the Court characterized Jie's position as though she had argued that "community interest" required an interest-type QDRO. This characterization is unsupported by the record, and the Court committed a factual error.

Jie never argued that "community interest" required the use of interest-type QDROs. Rather, she consistently maintained—and the record confirms—that both parties explicitly agreed to enter same interest-type QDROs, as mandated by the mirrored pension division clauses in the CR2A agreement incorporated into the final decree. This understanding is further evidenced by Steve's own filing of an interest-type QDRO using WAC 415-02-510 on December 13, 2022 (CP 219). Accordingly, Jie was equally obligated to enter a corresponding interest-type QDRO to mirror Steve's, leaving no basis for the Court's reframing of her position.

3) RCW 7.04A.230(1)(c) mandates vacatur of an

arbitration award where "the arbitrator refused to consider evidence material to the controversy". Jie raised this statutory ground in her motion to vacate, but the trial court confirmed the award without addressing it in violation of due process by depriving Jie's constitutional right to be heard and an opportunity to defend—rendering the trial court's order confirming arbitration award void.

Assignment of Error No. 3 challenged the trial court's failure to rule—not the arbitrator's conduct. Yet the Court of Appeals disregarded the preserved error and affirmed on legally irrelevant and factually unsupported grounds by asserting that the trial court "expressly acknowledged" Jie's allegation (App. 11). While the court noted the allegation, it never ruled or made findings on this statutory ground.

The Court of Appeal further compounded its errors and left Jie's statutory challenge unresolved by reframing the arbitration to focus on the "community interest" sua sponte issue and erroneously concluding Jie's "evidence was not

"material" to the controversy (App. 11). The Court also mischaracterizing the preserved error "the trial court fail to rule on a statutory vacatur ground" issue and reframing it as "the arbitrator had refused to consider material evidence" issue and then faulted Jie for not identifying such evidence (App. 11).

Appellate courts are courts of review, not first-instance tribunals. They may not raise and decide issues sua sponte. RAP 2.5(a) confines review to issues preserved below, and RAP 12.1(a) limits decisions to issues presented in the briefs. *State v. Olson*, 126 Wn.2d 315, 323–24, 893 P.2d 629 (1995). Appellate courts "may not reach out and decide issues the parties have not raised." *Alverado v. WPPSS*, 111 Wn.2d 424, 429, 759 P.2d 427 (1988).

By disregarding preserved errors, creating and deciding unpreserved sua sponte issues, the Court of Appeals exceeded its authority and commits reversible error, *State v. Korum*, 157 Wn.2d 614, 624, 141 P.3d 13 (2006)—rendering its affirmance

void

Because the Court's decision directly conflicts with the precedent of the Washington Supreme Court and published rules RAP 2.5(a) and RAP 12.1(a) of the Court of Appeals. This Court should grant review under RAP 13.4(b) (1) and (2) and reverse.

2. Review is Warranted Under RAP 13.4b(1),(3) Because the Court of Appeal Violated Due Process by Affirming Without Addressing Assignment of Error No. 1-3

The Court of Appeals disregarded Jie's Assignments of Error No. 1, 2 and 3, and instead, reframed the case around sua sponte "community interest" issue and mischaracterizing the preserved error challenging the trial court's failure to rule as if it was challenging the arbitrator's conduct, and then resolved the appeal based on its reframe and mischaracterization, which left Jie's statutory challenge unresolved.

A court has no jurisdiction to grant relief beyond that

sought in the complaint. To grant such relief without notice and an opportunity to be heard denies procedural due process, *In re Marriage of Leslie*, 112 Wn.2d 612, 618, 772 P.2d 1013 (1989).

Due process requires notice and an opportunity to be heard before adverse judicial action. *Mathews v. Eldridge*, 424 U.S. 319, 333 (1976). Jie received neither. She had no notice that "community interest" would be litigated and no opportunity to address it.

By disregarding the preserved errors and adjudicating issues outside the record, the Court of Appeals not only exceeded its authority, *State v. Korum*, 157 Wn.2d 614, 624, 141 P.3d 13 (2006) (appellate court acts without authority when deciding unpreserved issues), but also deprived Jie's constitutional due process right—rendering its affirmance void, The U.S. Supreme Court has established that a judgement is a void judgement if court that rendered judgement lacked jurisdiction of the subject matter, or of the

parties, or acted in a manner inconsistent with due process, *Earle v. McVeigh*, 91 U.S. 503 (1875).

Because the Court's decision to affirm violates the due process guaranteed by the U. S. Const. amend. XIV and Washington Constitution Article I, § 3, and directly conflicts with the Supreme Court' precedent. This Court should grant review under RAP 13.4(b) (1),(3) and reverse.

3. Review is Warranted Under RAP 13.4b(1)-(4) Because the Court of Appeal Ratified Fraud, Misstated Records, Misconstrued the Arbitration Award, Modified the Decree and Endorsed Void Orders Depriving Jie of her Constitutionally Protected Pension Rights Without Due Process

1) Steve, through counsel, committed fraud upon the court by deliberately omitting the arbitration award's directive that "[Jie] shall … to sign [the split-type QDRO]… so it can be submitted to the court" (CP 323) from his proposed order confirming the award. This omission was not clerical but a material alteration. Courts may not modify arbitration awards

except as authorized by statute RCW 7.04A.240.

By adopting Steve's misrepresentation, the trial court exceeded its authority by confirming the award authorizing submission of split-type QDRO without requiring Jie's signature, and thereby deprived Jie of notice and an opportunity to defend. This unauthorized rewriting of the award, procured through fraud, enabled Steve to unlawfully seize half of Jie's pension without her consent, violating due process and rendering the confirmation order void.

This principle is well established. As the U.S. Supreme Court has held that fraud vitiates everything and orders obtained by fraud are void, *Nudd v. Burrows*, 91 U.S 426 (1875). Due process requires notice and an opportunity to be heard before deprivation of property, *Tellevik v. 31641 W. Rutherford* St., 120 Wn.2d 68, 84, 838 P.2d 111 (1992); Orders entered without due process are void, *Johnson v. Zerbst*, 304 U.S. 458, 468 (1938)

Jie preserved these constitutional errors in Assignment of

Error No. 4. Yet the Court of Appeals affirmed without addressing them. Instead, it ratified Steve's fraud and misconstrued the award's plain language, recasting Jie's signature as a mere "obligation" rather than a "condition" for submission. That interpretation is factually unsupported and legally erroneous; the arbitrator explicitly required Jie's signature before the QDRO could be submitted.

The Court of Appeals further compounded its error by concluding that "the trial court did not err by authorizing Steve to present a QDRO without Jie's signature, or entering that QDRO without Jie's signature, **after** Jie did not timely fulfill that obligation".

The record disproves this conclusion. On August 12, 2024, the trial court confirmed the award and authorized submission of split-type QDRO without requiring Jie's signature. In accordance with that authorization, Steve drafted the QDRO on August 22, 2024. Jie was denied the opportunity to review or sign the QDRO on August 12, 2024, **before** its drafting. The

Court of Appeals' conclusion that Jie failed to fulfill her obligation is factually unsupported and legally unsustainable.

2) After securing the fraudulent confirmation of award order, Steve furthered the misconduct by drafting a split-type QDRO on August 22, 2024, falsely stating it was "entered pursuant to the decree of dissolution", despite the decree expressly mandating interest-type QDROs for both parties (CP 202), and Steve's prior entry of a compliant interest-type QDRO on December 13, 2022 (CP 219). He aggravated the fraud by intentionally leaving both parties' signature blocks blank, obtained no party signature consent, and bypassed court procedure by emailing the unsigned QDRO directly to chambers. Judge Hawk entered this incomplete, unsigned QDRO on September 23, 2024, in direct conflict with the decree, thereby excusing fraud and disregarding fundamental procedural safeguards.

The trial court lacked authority to modify a dissolution decree absent statutory grounds, RCW 26.09.170(1); *Kern v.*

Kern, 28 Wn.2d 617, 619, 183 P.2d 811 (1947). Modification occurs when rights are expanded or reduced beyond the decree's terms. *Rivard v. Riv*ard, 75 Wn.2d 415, 418, 451 P.2d 677 (1969). Entry of a pension division settlement also requires either a written agreement signed by both parties or parties' assent in open court on the record. *Long v. Harrold*, 76 Wn. App. 317, 320, 884 P.2d 934 (1994). Orders entered absent a justiciable question properly before the court are void. *Ligon v. Williams*, 264 Ill. App. 3d 701, 637 N.E.2d 633 (1994).

Judge Hawk exceeded her authority in three respects: (1) modifying the decree by replacing interest-type QDROs with a split-type QDRO; (2) entering an unsigned pension division settlement QDRO without party signatures or consent; and (3) accepting an irregular submission sent directly to chambers rather than through proper court procedure. Each defect rendered the split-type QDRO void ab initio.

Jie preserved these constitution violations in Assignment of

Error No. 5. Yet the Court of Appeals affirmed without addressing them, instead ratifying the fraud and relying on the erroneous premise that the trial court's confirmation order authorized Steve to submit a split-type QDRO without Jie's signature. This rationale cannot stand, as the confirmation order itself deviated from the arbitration award—which expressly required Jie's signature before submission—and was procured through Steve's fraud.

The Court of Appeals further compounded its error by asserting that "Jie had notice and an opportunity to be heard when Steve moved to confirm the arbitration award that directed Jie to prepare an split-type QDRO, and the record reflects that Steve provided her a copy of his proposed QDRO when he submitted it to DRS for review" (App. 13).

The record disproves this. The confirmation order entered on August 12, 2024, authorized submission of a split-type QDRO without requiring Jie's signature—ten days before Steve drafted the QDRO on August 22, 2024. Jie was therefore

denied due process before the QDRO even existed, leaving her no notice or opportunity to be heard. Steve's later courtesy copy to DRS on August 22 did not cure this defect, because notice after the fact cannot retroactively supply due process. *Peralta v. Heights Med. Ctr.*, 485 U.S. 80, 86 (1988). The Court of Appeals' conclusion is therefore both legally irrelevant and factually unfounded.

Altogether, the Court of Appeal ratified fraud, misstated records and procedural date, misconstrued the award's plain language and endorsed void orders—rendering its affirmance void.

Fraud and jurisdictional defects cannot be waived, *In re Marriage of Maddix,* 41 Wn. App. 248, 254, 703 P.2d 1062 (1985). An appellate affirmance based on a void judgment is itself void. *Hazel-Atlas Glass Co. v Hartford-Empire Co.*, 322 U.S. 238 (1944).

These errors prejudiced Jie, deprived her of meaningful appellate review, and stripped her of constitutionally protected

property rights in her pension, in violation of the Fourteenth Amendment and Article I, § 3 of the Washington Constitution. They also undermine public confidence in the enforceability of decrees, settlement agreements, and pensions protections across Washington. Review is therefore warranted under RAP 13.4(b)(1)-(4).

4. Review is Warranted Under RAP 13.4b(1)-(3) Because the Court of Appeal Violated Due Process by Affirming Without Addressing Assignment of Error No. 4 and 5

The Court of Appeals disregarded Jie's Assignments of Error No. 4 and 5, affirming both the trial court's void order confirming the arbitration award—authorizing submission of a split-type QDRO without Jie's signature—and the subsequent entry of an unsigned, unconsented, and void split-type QDRO.

Because pensions are constitutionally protected property rights entitled to constitutional protection, *Bakenhus v. City of Seattle*, 48 Wn.2d 695, 698, 296 P.2d 536 (1956). Jie was

entitled to heightened due process protections. Yet neither court afforded her the basic guarantees of notice and an opportunity to be heard and defend before depriving her of a significant property interest, *Fields v. Dep't of Early Learning*, 193 Wash.2d 36, 44, 434 P.3d 999 (2019).

Orders entered without due process are void. An affirmance, grounded on a void order, is itself void. *Johnson v. Zerbst*, 304 U.S. 458, 468 (1938).

By excusing fraud and affirming the unlawful seizure of Jie's pension without her consent or a hearing, the Court of Appeals violated due process, deprived Jie of her fundamental constitutional rights, and rendered its affirmance void.

The cumulative effect of these errors undermines both the uniform application of Washington law and the constitutional guarantee of due process. Jie's vested pension rights—a core property interest—were divested without notice, without an opportunity to be heard, and through orders procured by fraud and entered without statutory authority.

Such a deprivation offends the U. S. Const. amend. XIV and Article I, § 3 of the Washington Constitution, and places the Court of Appeals' decision in direct conflict with binding precedent from this Court and the United States Supreme Court. Review is therefore warranted under RAP 13.4(b)(1), (2), and (3), and reversal is required.

5. Review is Warranted Under RAP 13.4b(1),(2) Because the Court of Appeal Affirmed Attorney Fee Awards that Contradicted the CR 2A Agreement, Modified the Decree and Rested on Void Orders Procured by Fraud

The CR 2A agreement, incorporated into the decree, unambiguously states: "Neither party shall pay any attorney fees or costs to or for the benefit of the other party" (CP 659). The Court of Appeals disregarded this language and improperly narrowed the provision to cover only fees "incurred in connection with entering into the CR 2A agreement itself" (App. 16). That interpretation is unsupported by the record, as both parties had already retained and paid

counsel before executing the CR2A agreement.

Washington law prohibits courts from rewriting contracts under the guise of interpretation, *Wagner v. Wagner*, 95 Wn.2d 94, 102, 621 P.2d 1279 (1980) or modifying dissolution decrees absent statutory grounds. RCW 26.09.170(1); *Kern v. Kern*, 28 Wn.2d 617, 619, 183 P.2d 811 (1947). Moreover, the fee prohibition was drafted by Steve's counsel (CP 659); even if ambiguity could be claimed, it must be construed against the drafter. *Adler v. Fred Lind Manor,* 153 Wn. 2d 331, **361** (Dec 23, 2004)

Despite this bar, the trial court awarded Steve fees for (1) confirming the arbitration award, (2) drafting and submitting a split-type QDRO—both procured through fraud—and (3) contempt proceedings unrelated to fraud.

Fraud vitiates everything and orders obtained by fraud are void, *Nudd v. Burrows*, 91 U.S. 426, 441 (1875), as are fee awards derived from them.

By affirming these awards and granting Steve additional

appellate fees, the Court of Appeals contravened the CR 2A agreement, the decree, and binding precedent. Because the trial court and appellate fee awards rest on void orders procured by fraud and an impermissible rewriting of the parties' contract and decree, all such awards must be vacated. Review is warranted under RAP 13.4(b)(1) and (2).

VII. CONCLUSION

The Court of Appeals' affirmance rests on fraud, disregarded preserved errors, deviated from award's directive, unauthorized modifications of the decree, and irregular procedures that deprived Jie of her constitutionally protected pension rights without due process.

These cumulative violations conflict with controlling precedent, undermine the enforceability of decrees and pensions statewide, and erode public confidence in the judicial process. Because the decision offends the U.S. Const. amend. XIV and Article I, § 3 of the Washington Constitution, this Court should grant review under RAP 13.4(b)(1)–(4), vacate

the void arbitration award and resulting void orders, and remand with instructions to enforce the decree as entered.

Contains 4951 words, excluding the parts of the document exempted from the word count by RAP 18.17.

DATED this 9th day of September 2025.

Respectfully submitted,

Appellant
Jie Yao Hou
4957 Lakemont Blvd SE, STE C-4,
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APPENDIX

FILED
7/14/2025
Court of Appeals
Division I
State of Washington

IN THE COURT OF APPEALS OF THE STATE OF WASHINGTON

In re the Marriage of: LINGJUN STEVE HOU, Respondent, and JIE YAO HOU, Appellant.	No. 87370-9-I DIVISION ONE UNPUBLISHED OPINION

SMITH, J. — An arbitrator directed Jie Hou to prepare a qualified domestic relations order (QDRO) splitting her Public Employees' Retirement System Plan 2 (PERS 2) account with her ex-spouse, Steve Hou. In this appeal, Jie[1] challenges the trial court's orders confirming the arbitrator's award, denying Jie's motion to vacate the award, entering a QDRO pursuant to the award, and awarding attorney fees to Steve. She also challenges the trial court's denial of her motion to revise a commissioner's order that denied reconsideration of fees awarded to Steve in a contempt proceeding. We affirm.

FACTS

In December 2022, the trial court entered a final dissolution decree dissolving the parties' marriage. The decree incorporated a separation contract that the parties executed under Civil Rule (CR) 2A in September 2022 (CR 2A

[1] The parties share a last name, so for clarity, we refer to them by the names they used in their declarations and correspondence below.

agreement). The CR 2A agreement provided, with regard to the parties' respective pensions,

> 4. Pensions: The community interest in Husband's City of Seattle Pension shall be awarded 50% to husband and 50% to wife. Husband shall pay the cost of preparing a QDRO to effectuate this award.
> 5. The community interest in Wife's PERS II Pension shall be awarded 50% to wife and 50% to husband. Wife shall pay the cost of preparing a QDRO to effectuate this award.

The CR 2A Agreement also provided, "Each party agrees and stipulates that all disputes in reducing this agreement to orders suitable for entry with the court, including resolution of any issues inadvertently omitted from the agreement but necessary to final disposition of this matter, shall be subject to binding arbitration" under the uniform arbitration act (UAA), RCW chapter 7.04A.[2]

The dissolution court also entered a child support order stating, among other things, that "[b]eginning 10/1/2022, [Steve] agrees to provide [the parties' daughter] with $700.00 per month for living expenses and share [certain] expenses so long as she is enrolled in her undergraduate program."

In June 2023, Steve moved to compel arbitration, alleging that although he had complied with his obligation to prepare a QDRO to effectuate the CR 2A agreement as it applied to his pension, Jie was refusing to prepare a QDRO for her PERS 2 pension. On August 2, 2023, an arbitrator issued an award directing Jie "to prepare an approved [QDRO] for her Washington State PERS II pension,

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[2] The CR 2A agreement refers to RCW chapter 7.04, which was repealed when Washington adopted the revised UAA. *See* LAWS OF 2005, ch. 433, § 50. It is undisputed that RCW chapter 7.04A applies, and both parties rely on it in their briefs.

present it to [Steve] for signature and submit it to the pension administrator for review no later than August 31, 2023."

In December 2023, Steve again moved to compel arbitration. He argued that because Jie was vested in her PERS 2 pension, she was required to prepare a QDRO that split her PERS 2 account into two separate accounts under WAC 415-02-520 (split-type QDRO), rather than one that merely gave Steve an interest in her account under WAC 415-02-510 (interest-type QDRO). Steve pointed out that under an interest-type QDRO, he would not receive any payments from Jie's pension until Jie terminated her employment or retired, and if Jie terminated her employment, he would not receive any payments until Jie withdrew her accumulated contributions. *See* WAC 415-02-510(2)(b)(i)-(ii). Therefore, Steve asserted, he would "receive nothing until [Jie] decides to retire and until she decides to take a distribution of the proceeds of her pension," and because Jie was four years younger than Steve, he would "be forced to wait until at least he is 69 before receiving any benefit." He also asserted that under WAC 415-02-510(2)(c)(iii), he would stop receiving payments if Jie died before he did. By contrast, under a split-type QDRO, Steve could begin receiving payments once ***he*** reached retirement age, *see* WAC 415-02-520(3)(i), and "[w]hen [Jie] or [Steve] dies, there will be no impact to the other person's retirement account because the accounts are independent from one another." WAC 415-02-520(3)(h). Steve represented that Jie was insisting on an interest-type QDRO, and he requested that the matter be submitted to binding arbitration.

The trial court determined that "this is a dispute that clearly falls within the broad language of the binding arbitration clause of the CR2A Agreement" and granted Steve's motion to compel arbitration. On April 22, 2024, the arbitrator issued their award. They explained that "[e]xcept for the requirement that QDRO's be prepared, the manner in which [the community interest in each pension] will be distributed is not stated in the [CR 2A agreement] and is the subject of this arbitration." After discussing the parties' arguments about an interest-type versus a split-type QDRO, the arbitrator concluded,

> If [Jie]'s 'interest' QDRO were entered, she would continue to have authority to determine when or if [Steve] would receive his now separate interest in her PERS II pension. He would be left with the specter of continued litigation to secure his property right if his fears are realized and Ms. Hou elects not to collect her pension during his lifetime. The law prefers finality and the way to achieve that in this situation is to enter an order under WAC's 415-02-500 and 415-02-520 splitting Ms. Hou's PERS II pension into two accounts.

The arbitrator directed Jie to prepare a split-type QDRO for Steve's review "no later than May 10, 2024." They also ordered that if Jie failed to timely prepare a split-type QDRO, Steve "may prepare the order and [Jie] shall be obligated to pay any attorney fees that [Steve] incurs for drafting, preparation and entry of the order."

On May 17, 2024, Steve moved to confirm the arbitration award and for attorney fees. He asserted that Jie had refused to obey the arbitrator's order, and he requested that the trial court direct her to comply. Jie, for her part, moved to vacate the arbitration award. She argued among other things that by stating

that "the community *interest*"[3] in her PERS 2 pension would be awarded 50 percent to Steve, the CR 2A agreement contemplated that Steve would receive only an *interest* in her PERS 2 pension and was not entitled to a split-type QDRO giving him a separate account.

On August 12, 2024, the trial court granted Steve's motion to confirm the arbitration award, denied Jie's motion to vacate it, and awarded Steve $2,500 in attorney fees. The court ordered Jie to comply with the award within seven days, and "[i]f [Jie] fails to comply with this order within 7 days, [Steve] may draft a QDRO that is compliant with the arbitration award and submit it to the court for signature along with an additional request for attorney fees for the costs of drafting and presenting the QDRO."

On August 29, 2024, Steve moved for an award of attorney fees. He represented that after the trial court confirmed the arbitration award, Jie "took no action whatsoever," so on August 22, Steve, through counsel, prepared a QDRO and sent it to the Washington Department of Retirement Systems (DRS) for preliminary review. Steve submitted copies of correspondence showing that Jie objected to DRS's approval of Steve's proposed QDRO, telling DRS that Steve "[d]oes [n]ot have the authority to create a Proposed Order dividing my retirement account using the 'split account' option."[4] DRS approved Steve's proposed QDRO,[5] which Steve then submitted to the trial court for signature and filing.

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[3] Emphasis added.

[4] Bold face omitted.

[5] According to an e-mail from the DRS retirement specialist who reviewed the proposed QDRO, "DRS does not make a determination on whether a court

Jie opposed Steve's motion for an award of fees. She asserted that Steve's proposed split-type QDRO was "void," again arguing that the reference to "interest" in the pension provisions of the CR 2A agreement meant that she was required to prepare an interest-type QDRO and not a split-type QDRO. She also argued that because the CR 2A agreement stated that "[n]either party shall pay any attorney fees or costs to or for the benefit of the party," she could not be ordered to pay Steve's attorney fees.

On September 23, 2024, the trial court entered an order awarding Steve $1,338.50 in attorney fees incurred in connection with preparing the QDRO. It also entered Steve's proposed QDRO. Jie timely appealed from these orders as well as the trial court's earlier order confirming the arbitration award and denying Jie's motion to vacate it.

Meanwhile, in July 2024, Jie moved for an order holding Steve in contempt for failing to pay postsecondary educational support for the parties' daughter. A commissioner denied the motion, reasoning that "per RCW 26.19.090(4) the child is required to make her academic records available to [Steve]," and "[h]er refusal to do so is a basis for [Steve] to suspend payment." The commissioner also ordered Jie to pay $787.50 in attorney fees, reasoning that "[t]he CR 2A agreement did not prospectively bar [Steve] from seeking fees for matters beyond the scope of the [agreement]."

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order should or should not be applied to a DRS retirement account" but would review it "for compliance with the rules and regulations regarding the division of a state retirement account."

Jie moved for reconsideration of the commissioner's fee award, arguing that because "[t]he Attorney Fees and Costs clause in [the CR 2A agreement] states: 'Neither party shall pay any attorney fees or costs to or for the benefit of the other party,' " Steve was responsible for paying his own attorney fees and costs. The commissioner denied reconsideration, explaining,

> The CR 2A Agreement signed by the parties in 2022 was binding as to the issues addressed in the agreement including post-secondary education (which was incorporated into a court order). The CR2A & final orders provide that each party will pay their own attorney fees. Nothing in the CR2A or the final orders supports [Jie]'s position that the court is somehow barred from awarding fees incurred by a party post-decree associated with litigation that was not part of the CR2A. Post-secondary support was part of the CR2A & final orders. The issue of contempt and/or enforcement is, however, distinct and, in this case, the fees awarded were authorized by statute.

Jie moved to revise the commissioner's order denying reconsideration, and a superior court judge denied revision. Jie then filed another notice of appeal designating the order denying revision.

DISCUSSION

Confirmation of Arbitration Award

Jie claims that the trial court erred by confirming the arbitration award and denying her motion to vacate it. We disagree.

We review de novo a trial court's decision to confirm or vacate an arbitration award. *Fid. Fed. Bank, FSB v. Durga Ma Corp.*, 386 F.3d 1306, 1311 (9th Cir. 2004); *see also Salewski v. Pilchuck Veterinary Hosp., Inc., P.S.*, 189 Wn. App. 898, 903, 359 P.3d 884 (2015) (on review, appellate court applies "the same standard applicable in the court which confirmed, vacated, modified or

corrected th[e arbitration] award"). Washington law strongly favors the finality of arbitration awards, and "judicial review of an arbitration award in the context of a proceeding . . . to confirm an arbitrator's award is exceedingly limited." *Davidson v. Hensen*, 135 Wn.2d 112, 118-19, 954 P.2d 1327 (1998). Judicial review of an arbitration award "does not include a review of the merits of the case," and the evidence before the arbitrator ordinarily will not be considered by the court. *Davidson,* at 119. Instead, review " 'is confined to the question of whether any of the statutory grounds for vacation exist.' " *Salewski*, 189 Wn. App. at 903-04 (quoting *Cummings v. Budget Tank Removal & Env't Servs., LLC*, 163 Wn. App. 379, 388, 260 P.3d 220 (2011)). As relevant here, the court "shall" confirm the arbitrator's award unless (1) the arbitrator "exceeded the arbitrator's powers" or (2) the arbitrator "refused to consider evidence material to the controversy . . . so as to prejudice substantially the rights of a party to the arbitration proceeding." RCW 7.04A.220; RCW 7.04A.230(1), (4). As the party seeking to vacate the award, Jie bears the burden to show that such grounds exist. *Salewski*, 189 Wn. App. at 904.

Jie does not meet this burden. She first contends that the arbitrator exceeded their powers. "To vacate an award on this ground, the error must appear 'on the face of the award,' " such as, for example, where an arbitrator identifies a portion of the award as punitive damages in a jurisdiction that does not allow punitive damages. *Salewski*, 189 Wn. App. at 904 (quoting *Federated Servs. Ins. Co. v. Pers. Representative of Estate of Norberg*, 101 Wn. App. 119, 123, 4 P.3d 844 (2000)).

Jie makes a number of arguments to support her contention that the arbitrator exceeded their powers. She contends that the arbitrator decided an issue that was not before them, failed to render a final and definite award, and committed significant legal errors. But at bottom, all of her arguments are premised on her claim that by referring to the "community *interest*"[6] in the parties' respective pensions, the CR 2A agreement—and the final dissolution decree that incorporated it—mandated that the parties enter into *interest*-type QDROs to effectuate the pension-related clauses of the agreement.[7] The arbitrator rejected this argument, explaining that "[t]he word 'interest' in these clauses refers to the property being divided and not to the manner in which it is to be divided." Jie obviously disagrees with the arbitrator's interpretation of the CR 2A agreement, and her arguments on appeal essentially ask this court to reexamine the agreement and reach a different conclusion than the arbitrator did. But because our review does not encompass the merits of the arbitrator's decision, we decline to do so.

Jie next contends that the arbitrator refused to consider evidence material to the controversy and that when she raised this alleged refusal in her motion to

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[6] Emphasis added.

[7] For example, Jie asserts that "[b]oth the husband and the wife have agreed, without dispute, that each party should enter an 'interest' type QDRO as mandated by the decree of dissolution"; the only issue that should have been considered by the arbitrator was "whether WAC 415-02-520 should be used . . . for the wife's PERS 2 'interest' type QDRO"; "[t]he decree of dissolution includes mirrored pension division terms that specifically require the husband and wife each to prepare and enter the same 'interest' type QDRO"; and she is at risk of being held in contempt based on the conflict between the arbitration award and the dissolution decree, which the arbitrator was without authority to overrule.

vacate the arbitrator's award, the trial court failed to consider it, thus depriving Jie of due process. Jie does not specify what evidence the arbitrator failed to consider; but she described it below as "the parties' CR2A agreement, the pension division law WAC 415-02-500 and her original interest type PERS 2 QDRO," which Jie asserted "prove[d] that [she] . . . did follow the direction of WAC 415-02-500 and the CR2A agreement by using [an interest-type QDRO] to divide her pension."

But this evidence was not "material" to the controversy because the issue before the arbitrator was the ***manner*** in which the parties' community interest in Jie's pension should be divided (i.e., using an interest-type QDRO or a split-type QDRO), not whether Jie's proposed interest-type QDRO complied with the WACs. Furthermore, Jie does not point to anything in the record to show that the trial court did not consider her argument that the arbitrator refused to consider material evidence. To the contrary, the trial court expressly acknowledged in its order confirming the arbitration award that Jie alleged the arbitrator "failed to consider evidence." Jie's contentions fail, and she does not establish that the trial court erred by confirming the arbitration award.

Entry of QDRO

Jie next asserts that the QDRO was procured by fraud and that it is void, and she points out that a court may vacate a judgment obtained by fraud, as well as a void judgment, at any time under CR 60(b)(4) and (5). But Jie did not file a

CR 60(b) motion below, and in any case, she does not establish a basis to vacate the QDRO.[8]

According to Jie, the arbitration award states, " '[The husband] may prepare the ['split' type QDRO] and . . . [The wife] shall . . . sign [the] order . . . so it can be submitted to the court.' "[9] Therefore, Jie asserts, Steve was required to obtain her signature on the QDRO before he could submit it to the court, and because the trial court did not require him to do so and instead entered the QDRO without her signature, the QDRO is void.

Jie at best misunderstands—and at worst, misrepresents—the language in the arbitration award. *In full*, it states,

> [Jie] shall prepare a qualifying "split" [QDRO] pursuant to WAC 415-02-520 for [Steve]'s review no later than May 10, 2024. If she fails to timely provide an order, [Steve] may prepare the order and [Jie] shall be obligated to pay any attorney fees that [Steve] incurs for drafting, preparation and entry of the order. [*Jie*] *shall have no more than ten business days to sign an order once it is approved by* [*Steve*] so it can be submitted to the court.[10]

In other words, Jie's signature was not a *condition* to submission of the QDRO but rather an *obligation* she was required to fulfill. The trial court did not err by authorizing Steve to present a QDRO without Jie's signature, or entering that QDRO without Jie's signature, after Jie did not timely fulfill that obligation.

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[8] We exercise our discretion to reach Jie's arguments in favor of vacating the QDRO even though she raises them for the first time on appeal. *Cf.* RAP 2.5(a) ("The appellate court may refuse to review any claim of error which was not raised in the trial court.").

[9] Bold face omitted.

[10] Emphasis added.

Jie also asserts that the QDRO was procured by fraud because Steve's counsel submitted it to the court without an accompanying motion; "intentionally made a false statement that 'This Order is entered pursuant to the decree of dissolution' [when i]n reality, it directly contradicted the 'interest' type QDRO explicitly mandated by the decree of dissolution"; and "improperly submitted the void 'split' type QDRO to [DRS]." But the trial court's order confirming the arbitration award expressly authorized Steve to submit an split-type QDRO to the court for signature if Jie failed to do so within seven days; Jie's claim that the CR 2A agreement and resulting dissolution decree mandated an interest-type QDRO is, as discussed, not within the scope of our review; and Jie cites no authority for the proposition that Steve acted "improperly" by submitting his proposed QDRO to DRS for approval.

Finally, Jie maintains that the superior court deprived her of due process by allowing Steve to submit the split-type QDRO without a motion and, thus, the trial court lacked subject matter jurisdiction to enter it, and it is void. This argument is without merit. Jie had notice and an opportunity to be heard when Steve moved to confirm the arbitration award that directed Jie to prepare an split-type QDRO, and the record reflects that Steve provided her a copy of his proposed QDRO when he submitted it to DRS for review. Jie fails to show that additional process was required under the circumstances. *Cf. In re Detention of Lough*, 27 Wn. App. 2d 717, 533 P.3d 1184 (2023), *review denied*, 2 Wn.3d 1013 (2024) (in determining procedural due process protections, courts balance " '(1) the private interest affected; (2) the risk of erroneous deprivation of that

interest through existing procedures and the probable value, if any, of additional procedural safeguards; and (3) the governmental interest, including costs and administrative burdens of additional procedures.' " (quoting *In re Detention of Stout*, 159 Wn.2d 357, 370, 150 P.3d 86 (2007))).

QDRO-Related Fee Awards

Jie next asserts that we must vacate the fee awards entered in connection with confirming the arbitration award and entry of the QDRO. We disagree.

"Washington follows the American rule that attorney fees are recoverable in a suit only when authorized by statute, contract, or equity." *Mehlenbacher v. DeMont*, 103 Wn. App. 240, 244, 11 P.3d 871 (2000). When reviewing an award of attorney fees, we generally ask first whether the prevailing party was entitled to fees, and second, whether the award of fees was reasonable. *Pub. Util. Dist. No. 1 of Klickitat County v. Int'l Ins. Co.*, 124 Wn.2d 789, 814, 881 P.2d 1020 (1994). Here, Jie challenges only Steve's entitlement to fees. To that end, the UAA provides that "[o]n application of a prevailing party to a contested judicial proceeding [to confirm, vacate, modify, or correct an arbitration award], the court may add to a judgment . . . attorneys' fees and other reasonable expenses of litigation incurred in a judicial proceeding after the award is made." RCW 7.04A.250(3).

"[W]e review a discretionary decision to award or deny attorney fees . . . for an abuse of discretion." *Gander v. Yeager*, 167 Wn. App. 638, 647, 282 P.3d 1100 (2012). A trial court abuses its discretion when its decision is " 'manifestly unreasonable, or exercised on untenable grounds, or for untenable reasons.' " *In*

re Receivership of Applied Restoration, Inc., 28 Wn. App. 2d 881, 891, 539 P.3d 837 (2023) (internal quotation marks omitted) (quoting *MONY Life Ins. Co. v. Cissne Fam., LLC*, 135 Wn. App. 948, 952-53, 148 P.3d 1065 (2006)), *review denied*, 3 Wn.3d 1012 (2024). A trial court also abuses its discretion when its decision is based on an error of law. *King v. Olympic Pipeline Co.*, 104 Wn. App. 338, 355, 16 P.3d 45 (2000).

Jie contends that Steve was not entitled to fees because "[b]oth parties expressly agreed and stipulated in the CR 2A agreement that 'Neither party shall pay any attorney fees or costs to or for the benefit of the other party.' " She asserts that "[b]y signing this agreement, the parties waived their rights to seek attorney fees and costs." Absent disputed material facts, whether a party contractually waived a statutory right is a question of law that we review de novo. *In re Estate of Petelle*, 195 Wn.2d 661, 665, 462 P.3d 848 (2020).

Jie relies on *Hitter v. Bellevue School District No. 405*, 66 Wn. App. 391, 832 P.2d 130 (1992), to claim that Steve waived any right to request fees under the UAA. But *Hitter* is distinguishable. There, we held that a person who prevails at arbitration in a wage dispute is entitled to attorney fees under RCW 49.48.030. *Hitter*, 66 Wn. App. at 396. But we also held that the party seeking fees had waived that entitlement under an agreement that specifically stated that "[t]he fees and expenses of the arbitrator shall be shared equally by [the parties, and a]ll other expenses shall be borne by the party incurring them." *Id.* at 397.

Here, unlike in *Hitter*, the attorney fees provision in the CR 2A agreement does not mention arbitration—much less does it address fees incurred in future

judicial proceedings to confirm or vacate an arbitration award. Instead, the only reasonable interpretation of the provision is that each party was to bear their own fees incurred in connection with entering into the agreement itself. Jie's reliance on *Hitter* is misplaced.

Jie next contends that the trial court "overlooked" that Steve's attorney fees "were incurred . . . for obtaining fraudulent orders from the Court through his counsel's three instances of fraud upon the court," and "[i]t is axiomatic that fraud vitiates everything." But for reasons already discussed, Jie's claim that the trial court's challenged orders were obtained through fraud lack merit.

In sum, Jie does not establish that the trial court erred by concluding that Steve, who prevailed below, was entitled to fees under the UAA for the fees he incurred in connection with confirming the arbitrator's award and then carrying it out after Jie herself did not timely do so.

Contempt Hearing Fee Award

Jie also maintains that we must vacate the commissioner's order awarding Steve fees for defending against Jie's contempt motion. We disagree.

Jie asserts that under RCW 26.09.160(7), a court is authorized to order the party moving for contempt to pay the nonmoving party's fees only if "the court finds the motion was brought without reasonable basis." And here, the commissioner did not make that finding in their order denying Jie's contempt motion and awarding Steve his attorney fees. But Jie did not appeal from that order. Instead, she appealed from the superior court's order denying her motion to revise the commissioner's order *denying reconsideration* of that order. We

review the superior court's decision for an abuse of discretion. *Applied Restoration*, 28 Wn. App. 2d at 890; *see also In re Marriage of Williams*, 156 Wn. App. 22, 27, 232 P.3d 753 (2010) ("When an appeal is taken from an order denying revision of a court commissioner's decision, we review the superior court's decision, not the commissioner's.").

In her motion for reconsideration, Jie argued only that an award of fees was precluded by the language in the CR 2A agreement stating, "Neither party shall pay any attorney fees or costs to or for the benefit of the other party." For reasons already discussed, that argument is without merit. It was not until Jie moved to revise the commissioner's order denying reconsideration that she raised the issue of whether the commissioner erred under RCW 26.09.160(7).

Jie does not address this procedural history much less show that the trial court abused its discretion by declining to revise based on an issue that was not before the commissioner. *Cf. In re Marriage of Moody*, 137 Wn.2d 979, 992-93, 976 P.2d 1240 (1999) ("Generally, a superior court judge's review of a court commissioner's ruling, pursuant to a motion for revision, is limited to the evidence and issues presented to the commissioner."). Accordingly, she does not establish a basis for reversing the trial court's denial of her motion to revise the commissioner's order denying reconsideration.

Fees on Appeal

Steve requests an award of fees on appeal under (1) the UAA, (2) RCW 26.09.140, the discretionary attorney fee statute for dissolution proceedings, and

(3) RAP 18.9(a) as a sanction for a frivolous appeal. We may award attorney fees on appeal if authorized by applicable law. RAP 18.1(a).

As noted, the UAA provides that "[o]n application of a prevailing party to a contested judicial proceeding [to confirm, vacate, modify, or correct an arbitration award], the court may add to a judgment . . . attorneys' fees and other reasonable expenses of litigation incurred." RCW 7.04A.250(3). Because Steve is the prevailing party with regard to Jie's appeal from the orders entered to confirm and effectuate the arbitration award, we grant his request for fees incurred in connection with Jie's appeal from those orders, subject to his compliance with RAP 18.1(d).[11] *Cf. Saleemi v. Doctor's Assocs., Inc.*, 166 Wn. App. 81, 98, 269 P.3d 350 (2012) (awarding fees to substantially prevailing party in appeal from confirmation of arbitration award).

However, we deny Steve's request for fees on appeal to the extent incurred in connection with Jie's appeal from the order denying revision of the commissioner's contempt hearing fee award. That aspect of Jie's appeal is not governed by the UAA. Furthermore, Jie's arguments in that part of her appeal were not frivolous, and Steve did not timely file a financial affidavit as required by RAP 18.1(c) when "applicable law mandates consideration of the financial resources of one or more parties regarding an award of attorney fees and expenses." *Cf. Advocates for Responsible Development v. W. Wash. Growth*

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[11] Because we grant Steve's request under the UAA, we need not decide whether RCW 26.09.140 or RAP 18.1 support an award of fees incurred in connection with Jie's appeal from the orders entered to confirm and effectuate the arbitration award.

Mgmt. Hearings Bd., 170 Wn.2d 577, 580, 245 P.3d 764 (2010) ("An appeal is frivolous if, considering the entire record, the court is convinced that the appeal presents no debatable issues upon which reasonable minds might differ, and that the appeal is so devoid of merit that there is no possibility of reversal."); *In re Marriage of French*, 32 Wn. App. 2d 308, 319, 557 P.3d 1165 (2024) (in exercising discretion under RCW 26.09.140, " 'we consider the issues' arguable merit on appeal and the parties' financial resources, balancing the financial need of the requesting party against the other party's ability to pay' " (quoting *In re Marriage of Kim*, 179 Wn. App. 232, 256, 317 P.3d 555 (2014))).

We affirm.

WE CONCUR:

FILED
8/11/2025
Court of Appeals
Division I
State of Washington

IN THE COURT OF APPEALS OF THE STATE OF WASHINGTON
DIVISION ONE

In re the Marriage of: LINGJUN STEVE HOU, Respondent, and JIE YAO HOU, Appellant.	No. 87370-9-I ORDER DENYING MOTION FOR RECONSIDERATION

Appellant Jie Yao Hou moved for reconsideration of the unpublished opinion filed on July 14, 2025. The panel considered the motion pursuant to RAP 12.4 and determined that the motion should be denied.

Now, therefore, it is hereby

ORDERED that the motion for reconsideration is denied.

FOR THE COURT:

Judge

U.S. Const. amend. XIV, § 1 provides in part:

No State shall make or enforce any law which shall abridge the privileges or immunities of citizens of the United States; nor shall any State deprive any person of life, liberty, or property, without due process of law; nor deny to any person within its jurisdiction the equal protection of the laws.

Wash. Const. art. I, § 3, provides:

No person shall be deprived of life, liberty, or property, without due process of law.

RAP 2.5 CIRCUMSTANCES WHICH MAY AFFECT SCOPE OF REVIEW

(a) Errors Raised for First Time on Review. The appellate court may refuse to review any claim of error which was not raised in the trial court. However, a party may raise the following claimed errors for the first time in the appellate court:

(1) lack of trial court jurisdiction,

(2) failure to establish facts upon which relief can be granted, and

(3) manifest error affecting a constitutional right. A party or the court may raise at any time the question of appellate court jurisdiction. A party may present a ground for affirming a trial court decision which was not presented to the trial court if the record has been sufficiently developed to fairly consider the ground. A party may raise a claim of error which was not raised by the party in the trial court if another party on the same side of the case has raised the claim of error in the trial court.

RAP 12.1 BASIS FOR DECISION

(a) Generally. Except as provided in section (b), the appellate court will decide a case only on the basis of issues set forth by the parties in their briefs.

(b) Issues Raised by the Court. If the appellate court concludes that an issue which is not set forth in the briefs should be considered to properly decide a case, the court may notify the parties and give them an opportunity to present written argument on the issue raised by the court.

RAP 13.4 Provides in part:

(b) Considerations Governing Acceptance of Review. A petition for review will be accepted by the Supreme Court only:

(1) If the decision of the Court of Appeals is in conflict with a decision of the Supreme Court; or

(2) If the decision of the Court of Appeals is in conflict with a published decision of the Court of Appeals; or

(3) If a significant question of law under the Constitution of the State of Washington or of the United States is involved; or

(4) If the petition involves an issue of substantial public interest that should be determined by the Supreme Court.

RAP 18.7 SIGNING AND DATING PAPERS

Each paper filed pursuant to these rules should be dated and signed by an attorney (with the attorney's Washington State Bar Association membership number in the signature block) or party, except papers prepared by a judge, commissioner or clerk of court, bonds, papers comprising a record on review, papers that are verified on oath or by

certificate, and exhibits. The signing attorney or party may also indicate their personal pronouns in the signature block

RCW 7.04A.230 Vacating award

(1) Upon motion of a party to the arbitration proceeding, the court shall vacate an award if:

(a) The award was procured by corruption, fraud, or other undue means;

(b) There was: (i) Evident partiality by an arbitrator appointed as a neutral; (ii) Corruption by an arbitrator; or (iii) Misconduct by an arbitrator prejudicing the rights of a party to the arbitration proceeding;

(c) An arbitrator refused to postpone the hearing upon showing of sufficient cause for postponement, refused to consider evidence material to the controversy, or otherwise conducted the hearing contrary to RCW 7.04A.150, so as to prejudice substantially the rights of a party to the arbitration proceeding;

(d) An arbitrator exceeded the arbitrator's powers;

RCW 7.04A.240 Modification or correction of award

(1) Upon motion filed within ninety days after the movant receives notice of the award in a record under RCW 7.04A.190 or within ninety days after the movant receives notice of an arbitrator's award in a record on a motion to modify or correct an award under RCW 7.04A.200, the court shall modify or correct the award if:

(a) There was an evident mathematical miscalculation or an evident mistake in the description of a person, thing, or property referred to in the award;

(b) The arbitrator has made an award on a claim not submitted to the arbitrator and the award may be corrected without affecting the merits of the decision upon the claims submitted; or

(c) The award is imperfect in a matter of form not affecting the merits of the decision on the claims submitted.

(2) If a motion filed under subsection (1) of this section is granted, the court shall modify or correct and confirm the award as modified or corrected. Otherwise, the court shall confirm the award.

(3) A motion to modify or correct an award under this section may be joined with a motion to vacate the award.

RCW 26.09.170 Modification of decree for maintenance or support, property disposition—Termination of maintenance obligation and child support—Grounds. (Effective until April 1, 2027.)

(1) Except as otherwise provided in RCW 26.09.070(7), the provisions of any decree respecting maintenance or support may be modified: (a) Only as to installments accruing subsequent to the petition for modification or motion for adjustment except motions to compel court-ordered adjustments, which shall be effective as of the first date specified in the decree for implementing the adjustment; and, (b) except as otherwise provided in this section, only upon a showing of a substantial change of circumstances. The provisions as to property disposition may not be revoked or modified, unless the court finds the existence of conditions that justify the reopening of a judgment under the laws of this state.

WAC 415-02-500 Property division in dissolution orders

This section applies to all retirement plans that the department administers. This section also directs you to additional sections as needed for your particular situation.

(1) What can a court do? A court can enter a dissolution order dividing your retirement account in either of the following ways:

(a) **Awarding an interest** in your account to your ex-spouse by using WAC 415-02-510 or 415-02-530; or

(b) **Splitting your account into two separate accounts** (one for you and one for your ex-spouse) by using WAC 415-02-520 or 415-02-540, but only if you are vested at the time the dissolution order is entered. "Vested" is defined in subsection (15) of this section.

WAC 415-02-510 How can a property division dissolution order give my ex-spouse an interest in my Plan 1 or 2 retirement account?

(1) Who uses this section? You MUST use this section if you are a member of LEOFF Plan 1, WSPRS Plan 1, JRF or JRS, or a nonvested member of LEOFF Plan 2, PERS Plan 1 or 2, PSERS, SERS Plan 2, TRS Plan 1 or 2, or WSPRS Plan 2.

(2) Dividing a defined monthly retirement benefit (defined benefit). Your defined monthly retirement benefit may be divided between you and your ex-spouse.

JIE HOU - FILING PRO SE

September 09, 2025 - 2:49 PM

Filing Petition for Review

Transmittal Information

Filed with Court:	Supreme Court
Appellate Court Case Number:	Case Initiation
Appellate Court Case Title:	Lingjun Steve Hou, Respondent v. Jie Yao Hou, Appellant (873709)

The following documents have been uploaded:

- PRV_Petition_for_Review_20250909144120SC590719_6314.pdf
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