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No. 69698-0-1

COURT OF APPEALS, DIVISION I
OF THE STATE OF WASHINGTON

In re:

GURMIT SINGH,

Appellant,

and

SATVIR KAUR,

Respondent.

APPEAL FROM THE SUPERIOR COURT
FOR KING COUNTY
THE HONORABLE CHERYL CAREY

RESPONSIVE BRIEF OF RESPONDENT

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I. Summary of Argument

Appellant Gurmit Singh attacks the lifetime duration of the award of \$1000 a month in maintenance to his wife, Satvir Kaur, in this frivolous appeal, misconstruing the holdings of appellate opinions, rearguing the facts of his case, and raising new arguments for the first time on appeal.

The trial court's unchallenged findings alone show that it fairly considered the relevant statutory factors in making a maintenance award that was just, given that Gurmit concealed his income of about \$7214 a month, his \$157,000 in cash from the sale of his interest in a taxicab, and his wheelchair accessible taxi license worth \$250,000, while Satvir, who he violently abused for 18 years and finally kicked out of their home along with their teenage daughter, was left with nothing. She speaks little English, works occasional menial labor jobs, and depends entirely on her daughter, now 20 years old, for support.

The trial court's maintenance award of less than one-third of Gurmit's monthly net income for life was a thoughtful attempt to compensate Satvir for his conversion of 100% of the community

assets while neither depriving him of his livelihood nor punishing him for his abusive behavior.

This Court should affirm and award Satvir the attorney fees and costs that she incurred in responding to Gurmit's appeal.

II. Issues in Response to Appellant's Brief

1. Does the trial court have the broad discretion to award maintenance as it deems just, after considering all relevant factors under RCW 26.09.090(1)?

Short answer: Yes. Gurmit's claim that the trial court is limited to awarding lifetime maintenance only to spouses who have a permanent debilitating illness and no capacity to earn an income presently or in the future is unsupported by legal authority.

2. Did the trial court properly consider the relevant statutory factors in awarding the wife \$1,000 per month in maintenance for the duration of her life?

Short answer: Yes. The trial court made detailed findings on each statutory factor under RCW 26.09.070, all supported by extensive evidence in the record. Gurmit does not challenge the majority of these findings, instead he contends that the trial court should have given more weight to certain evidence and should have considered arguments that he only makes for the first time on appeal.

III. Motion for Attorney Fees

Respondent Satvir Kaur asks for an award of fees and costs for having to respond to this appeal on the same basis as supported the award of fees in the trial court, as well as for frivolousness and intransigence.

IV. Restatement of the Case

1. Introduction

Gurmit does not challenge the majority of the trial court's findings of fact, yet, in his statement of facts, he tells a story that varies widely from the findings, as well as from his own testimony at trial. As unchallenged findings of fact are verities on appeal, Gurmit's statement of facts should be disregarded in favor of the court's findings. In re Marriage of Akon, 160 Wn. App. 48, 57, 248 P.3d 94 (2011). This restatement of the facts cites to the record as well as the unchallenged findings of fact.

2. Background

Gurmit Singh and Satvir Kaur were married in Punjab, India, in January 1990. CP 2, 12. Two years later, in 1993, Gurmit moved to the United States, leaving Satvir behind with a baby daughter, Inderpal. RP 58. In 2002, Satvir and Inderpal joined Gurmit in the United States. RP 59, 276, 290. They lived together as a family until September 2008, when Gurmit kicked Satvir and 17 year old Inderpal out of their apartment without any belongings or financial resources. CP 14, RP 178-179, 255-256. Since then, Satvir has largely been supported by Inderpal, who works part-time while going to school. CP 14, RP 263-268.

Satvir lived in constant fear of Gurmit. CP 14, RP 270, 290. He was physically and verbally abusive to her. CP 14-15, RP 248-251, 275, 277, 278-280, 289. She has limited ability to speak English and has limited work skills. CP 14, RP 252, 269, 276, 290. He controlled the finances and kept her entirely dependent on him. She worked at menial day labor jobs, and her earnings were directly deposited to his bank account. CP 14, RP 252-254, 278. He kept his own earnings from driving a taxicab for himself. If she needed to purchase something, he accompanied her to the store and paid for the items himself. RP 254, 282. Without money, work skills, or even language, she did not know who to ask for help or where to go. RP 269, 281. Worse, her culture tended to blame a woman who suffered abuse by her husband. RP 249, 280-281.

On July 29, 2011, Gurmit filed a petition for dissolution of marriage. CP 1. RP 288. He swore that he and Satvir "have already divided all personal property agreeably," therefore, they each "should be granted the property currently in their possession." CP 2, RP 63-65, Ex. 133. Shortly thereafter, Satvir was shocked to learn that this was not true. RP 288-289. She discovered that Gurmit had sold his one-half share in his taxicab, Yellow Cab #463, for \$157,000 just the prior month, in June 2011. P 14-15, RP 70,

134, 288-289, Ex. 117, 118, 134, 135.

3. Gurmit's Wheelchair Accessible Taxicab License.

Satvir also learned that Gurmit was awarded a wheelchair accessible taxicab license by the city of Seattle in November 2009 which becomes permanent in 2015. CP 14. Gurmit also purchased a taxi van, which he modified for wheelchair accessibility. CP 14.

Gurmit denied that he owned either Yellow Cab #463 or the wheelchair accessible taxicab, Yellow Cab #262. CP 15, RP 72, 98, Ex. 136. He also denied that he sold Yellow Cab #463. CP 15, 72. He claimed, in a declaration, on October 13, 2011, that "I don't own a taxi" and also "I have not recently sold a taxi." RP 72, Ex. 137.

4. Gurmit's Income. Gurmit earns income by driving his taxicab and leasing his taxicab to a second driver. CP 14. He stated that he only earns \$9,000 or so a year on his income tax returns. RP 120-125, Ex. 128-132. When he filed his petition for dissolution, he claimed, in his financial declaration, that his monthly net income was just \$242.81. RP 69, 125, Ex. 134. His own taxi cab trip sheets painted a different picture. In the first 11 months of 2011, he earned a total of \$53,941 or a monthly average of \$4904, according

to daily trip sheets he prepared and send to the city. RP 102-103, Ex. 125. He also earns \$420 a week or \$1820 a month from the lease driver. RP 107-108, Ex. 122-124.

5. Gurmit Refused to Follow Court Orders. On September 20, 2011, Satvir obtained an ex parte restraining order against Gurmit in an effort to prevent him from permanently concealing the \$157,000. RP 70-71, 97, Ex. 134, 135. At the return hearing on October 20, Gurmit's attorney asked the court's permission to withdraw, after seeing the documentary evidence that Gurmit indeed owned a taxicab, sold it, and owned yet another taxicab. RP 99-100. The court granted the request, continued the hearing, yet ordered Gurmit to immediately give the \$157,000 to Satvir's attorney for safekeeping in his trust account. RP 72-73, 100, Ex. 138.

At the hearing on October 31, 2011, the court again ordered Gurmit to provide the funds to Satvir's attorney. RP 132, Ex. 140. The court also awarded Satvir \$1000 a month in temporary maintenance, \$4500 in attorney fees, along with the restraints against Gurmit. RP 132, Ex. 140.

Gurmit refused to provide the funds. RP 100. He refused to pay the awards of maintenance or attorney fees. RP 133. In

January 2012, Satvir filed a motion for contempt. RP 134, 211-212, Ex. 148.

On January 31, 2012, the court found that Gurmit "is not credible in his testimony that he does not have the income or financial resources to comply with the orders." RP 212-213, Ex. 148. Accordingly, the court concluded that he was in contempt and ordered him confined to jail, with provisions for purging contempt or paying bail. RP 213, Ex. 149. Gurmit chose to remain in jail, rejecting either of these options for his release. RP 213, Ex. 150.

On February 17, 2012, Gurmit was released from jail. He was appointed counsel and a review hearing for set. RP 214, Ex. 150, 151. In a new declaration, Gurmit took a position that contradicted his prior statements about his taxicab. He claimed that he sold his taxi license in 2008 and gave Satvir \$85,000 from the proceeds.

At the hearing on April 4, 2012, the court again found that Gurmit "is not credible" based on his "history of changing his story at each hearing." RP 215, Ex. 171. The court warned him that it would again consider incarceration if he had not paid \$1000 in maintenance by the next hearing. RP 216, Ex. 171.

By the next hearing on April 25, 2012, Gurmit had paid

\$1000 in maintenance. RP 216-217, Ex. 172. The court set two more review hearings, the first in about two weeks and the next in about two more weeks, with the requirement that Gurmit pay \$1000 in maintenance before each hearing. RP 217, Ex. 154. He paid \$1000 before the first hearing and only \$246 by the next one. He was ordered to pay \$1754 by yet another review hearing or he "shall be incarcerated." Ex 156. As of that hearing on June 12, he had not made the required payment and he was incarcerated. Ex. 158, 159. On June 19, he was released in order to prepare for trial, which was set for July 3, 2012.

6. Dissolution Trial

At trial in October 2012, Gurmit once again changed his story, claiming that he had sold his interest in the taxi to his cousin, Attar Singh, in 2008 for \$85,000, but that Satvir had run off all of the money, along with his brother, Paramjeet Singh, leaving him in poverty, ill-health, and unable to "work much." RP 22-28, 48-49, 80-83, 200, 238-239, 245, Ex. 137. However, Gurmit repeatedly contradicted this story by his own testimony along with extensive documentary evidence, much of which he created and submitted to the city of Seattle as requirements of maintaining his taxi license. He testified that he earned an average of \$4,500 a month driving

his taxi, while the trip sheets he provided to the city of Seattle showed an average of \$4904 in July 2012. CP 14, RP 50-52, 69-70, 101-105, 115, 117, 123, Ex. 119, 121, 125. In addition, he earned 10% of this amount or \$490 in tips. CP 14, RP 149, 158-159. Plus, despite his denial of this fact, he earned \$1820 a month in passive income by leasing his taxi to a second shift driver, according to testimony from Craig Leisy, the manager of the City of Seattle Consumer Affairs Unit, which regulates the local taxi industry, along with the taxicab lease summary sheets that Gurmit was required to submit to the city. CP 14, RP 84, 106-108, 149, 155-159, 162, Ex. 122-125. Gurmit's deposits to his bank accounts reflected these amounts of income. RP 110-114, Ex. 126. In total, his Gurmit's income was about \$7214 a month. CP 14.

Gurmit testified that his monthly expenses were about \$3800 as of the time of trial, based solely on his own financial declaration. CP 14, RP 50, 118-119. Even this figure was suspect as he listed different amounts on his financial declarations during the proceedings, such as \$242.81 in July 2011, \$3399 in January 2012, zero in March 2012, and rocketing up to \$4972 a month just before trial. RP 125, 202-204, Ex. 21, 134, 144, 153. Using his final amount, his monthly net income was about \$3400, with little income

tax liability, as he consistently underreported his income by tens of thousands of dollars. CP 14, RP 120-127, Ex. 128-132.

7. Proceeds of Sale of Yellow Cab #463

Gurmit's own witnesses could not substantiate his claim that he received \$85,000 for his share of Yellow cab #463 in 2008. CP 14-15, RP 41. His yarn about the \$85,000 completely unraveled at trial. CP 13-15. He testified that he put the entire amount, in cash, in a cupboard in his apartment and that Satvir either took it or he gave it to her. CP 15, RP 23-25, 28, 80, 83. When asked to explain why he did not list the money on his 2008 income tax return, he asserted that did not need to do so, since Satvir took it. RP 99. He also could not explain why he did not mention this story until well into the case in February 2012. RP 239-240.

Testimony and documentary evidence showed that Gurmit actually received \$157,000 for his share in Yellow cab #463 in June 2011, just before he petitioned for dissolution of marriage. CP 14-15. His brother, Paramjeet Singh, the president of the Sikh Temple from 2008-2009, testified that he learned of the sale, consisting of \$7,000 in cash and two checks, one for \$100,000 and another for \$50,000, copies of which were admitted into evidence. RP 180-181, 186, Ex. 117, 118.

Gurmit tried to explain away the \$157,000, saying that he merely collected it for his cousin, Attar Singh, who was in India, and used it to pay off Attar's debts. RP 73, 81. He could not explain why he received the funds in June 2011 but waited four months until late October 2011, just after he was ordered to submit the \$157,000 to Satvir's attorney in order to allegedly pay the debts. RP 96-97. He also could not explain why, if he was supposed to pay these debts, he secretly transported the funds into Canada, in violation of the law requiring reporting transporting \$10,000 or more across the border. RP 73-75, 81, 93-98, Ex. 1, 6. It was clear that there were not debts to pay; Gurmit was putting the cash beyond the reach of the court.

Gurmit persisted in asserting that he did not "own" a taxi. CP 15. At trial, he claimed that the city owned it and could take it away from him at any time. CP 15, RP 86. Mr. Leisy's testimony, along with documentary evidence, showed that the city awarded Gurmit wheelchair accessible taxi license #262 through a lottery in 2010. RP 87-88, 92, Ex. 109, 112, 114. The lottery was open only to "highly qualified individuals" with "outstanding records" of both driving and conduct, which "made only 10 percent of all drivers" eligible. RP 151-153, Ex. 109. Testimony from Mr. Leisy revealed

that Gurmit effectively owned the wheelchair accessible taxi license, that he was entitled to it as long as he drove it 40 hours a week, 40 weeks a year, for five years, and that, at that point, in March 2015, he would be able to sell it. RP 153-154, Ex. 109.

Mr. Leisy testified that the current value of the license was \$250,000. CP 14-15, RP 154, 160. Documentary evidence showed that Gurmit owned a 2009 Toyota Sienna van that he had modified with a wheelchair ramp, as required by the city for his wheelchair accessible taxi license. CP 14, RP 89, 91, Ex. 8, 9. Mr. Leisy testified that the fair market value of the modified van was \$30,000. RP 160. Gurmit himself testified that taxicab licenses had sold for \$400,000. RP 122.

8. Satvir's Limited Skills and Emotional Condition

By contrast, at the time of trial, Satvir was working at the apartment building where she lived with her daughter in exchange for a \$100 a month reduction in rent. RP 265, 266. Her work history consisted of some of the lowest skilled, menial jobs in the economy. CP 13-14, RP 251-252, 282.

Gurmit claimed that Satvir did not work, that she just sat around with ladies from Pakistan. RP 204-205. He claimed that he never abused her in any way, not even speaking harshly to her.

RP 240-242. But, the court heard consistent testimony from multiple witnesses of Gurmit's violent temper and physical abuse of Satvir. Gurmit's brother, Paramjeet Singh, told of a horrific incident in Satvir's first week in this country, when Gurmit beat her into unconsciousness in the shower, requiring hospitalization. RP 178.

Inderpal, in her testimony, painted a vivid picture of living with her father's unpredictable rage, his extensive verbal and physical abuse of her mother, and the devastating effect it had on her mom's emotional condition. RP 248, 249, 270-272. She said that her mom is "still very scared because of, you know, all those years of abuse and being scared every moment of your life, you know: RP 270.

Q. You saw -- you saw verbal abuse of your mother?

A. Yeah. My mom. And I tended to, you know, be on her side because she was -- you know, she was weak. And then my dad got mad at the smallest things sometimes, you know, like if there was a unwashed glass in the sink, that would tick it off, you know. So we never knew when it was coming. But I tended to side with her because she's -- she's - -you know, she's pretty weak and she's not that strong. She can't stand up to him. And so there was verbal abuse for me, too, because of that, probably, and just because he was angry, so --

RP 248.

Inderpal testified that she saw her father "hit my mom a couple -- or over the years, a lot of times," as well as the first beating, which her uncle Paramjeet also described, when her mother had to go to the emergency room." RP 248-249. She explained that they did not tell others about the abuse because in Indian culture you're "not supposed to tell people" and "even if my mom decided to speak up, she would have looked -- other people wouldn't have looked at that and helped her and worked as a community." RP 249.

She described how she "saw bruises" a lot but that her mother "was, like, emotionally more injured" because there "was so many times that I saw -- I could come home and she was crying" and it "was too overwhelming." RP 249. She said that for her, "mostly it was just verbal abuse," but described a frightening incident when her father flew into a rage and destroyed her musical instrument:

And then I remember one time I was -- I have a harmonium. It's an Indian instrument that we use to, you know, play and stuff. So I have that. And he said he bought it for me. Yeah, he did buy it for me. But I just remember one day I was just hanging in my room and I was practicing that, and I don't know -- I don't really know why he was mad or what, but he came in with a knife, a kitchen knife, and there's a -- on the back of the harmonium, he just ripped it apart so it wouldn't

play anymore. And it's -- I'm very close to my harmonium, so it was very hurtful to me. But yeah, just things like that.

RP 250.

She told of how her father would hide an audio recorder in the apartment, so he could monitor what they talked about. RP 250.

Inderpal described her mother's work history. She said that in India, her mother "took care of my grandparents and my great-grandparents." RP 251. When they came to the US, her life consisted of cooking, cleaning, and, working whenever she could get a job where she did not have to speak English. RP 250-251. Inderpal said that her mom's shifts were from around 3:00 p.m. to 2:00 in the morning, when her dad would bring her home and even then if he "was hungry, even after working 10 hours, she would cook for him." RP 251-252.

"She did everything my dad wanted her to do," Inderpal testified. RP 252. He had total control over her. RP 252-253. Everything she earned, Inderpal continued, "was direct-deposited into my dad's account, so she did not have any money, maybe "a couple of dollars." RP 253-254. Inderpal explained that her mom "doesn't know how to drive" so. She "doesn't just go shopping for

herself” and everywhere we “went was with my dad. RP 254. Her mom did not have any friends. RP 255.

Inderpal told of how her father kicked them out of their home when she was just 17 years old and still in high school. RP 255-256. She also told how she invited her father to her high school graduation and, when he heard that his brother Paramjeet was also invited, he “got really mad” and said “I don’t want to ever see you again.” RP 259. They “never talked” again. RP 259.

Inderpal testified about how her father opened about eight credit cards in her mother’s name after the separation and refused to pay them off until he was forced to do so by the sheriff. RP 261. Inderpal testified that she and her mom had nothing; that when they moved into their current one-bedroom apartment, “all we had was our clothes” and everything else were gifts from her aunt and friends or bought used. RP 262. At the time of trial, Inderpal was working full-time for FedEx, making about \$1,273 a month, and supporting herself and her mom, and getting “by barely by a straw.” RP 263, 266, 268, Ex. 174.

Inderpal said that her mom “worked for a couple of months” because “everything that we find is really far away.” RP 263, 266, 268. She explained that her mom “has a lot of health problems,”

such as high blood pressure and surgery to remove a tissue ball and cysts” so she “has to go to the hospital a lot.” RP 266-267.

Inderpal said that her mom’s ability to understand English is “very weak,” and her “skills to get by without me” are “very limited.” RP 269-270.

Satvir, testifying through a translator, said that she “lived like a servant” during the marriage, that she “suffered and I have taken too much.” RP 278. Satvir said that she is “very scared, very scared of him,” after all the years of abuse. RP 290. She told that after her arranged marriage in India, she took care of Gurmit’s “parents and his grandparents, did the farming, assisted the elders, cleaned up, cooked, did everything” for over 13 years, while Gurmit was in the United States. RP 275. When he called, he “always was angry and always upset and that's it.” RP 275. She explained that when she and Inderpal came to the US in 2002, she “had just studied until the 10th grade, but I could not speak English,” and also “had no skills” for employment. RP 276, 290. She described her health conditions, such as high blood pressure and “some back problems” that make it “hard for me to bend.” RP 202, 290.

Satvir testified that she “worked in the warehouses with the Kelly Service” which “was a very hard job” and also “at Sky Chefs

at the airport...doing the dishes." RP 282. She earned about \$2,631 in 2005, \$9,376 in 2006, \$11,345 in 2007, \$3,742 in 2008, \$3,742 in 2009, and \$2,558 in 2010, after which she "didn't do anything." RP 282-284, Ex. 160-166, 175.

Satvir described the physical abuse she endured. RP 276-280. She told of the time, Gurmit "came in the kitchen and he kicked me very hard and I didn't know what had happened to me. RP 276. She told how he "would throw us out of the house" many times. RP 276. She also told of times that he threatened her with death:

He would call me often, saying, "I'm talking to the attorney to get divorced from you." And one day, he came with a bat at night and said, "I need to get a divorce right now." And then my daughter came and said, "You cannot hit my mother. You cannot hit my mother." And then I said, "Okay. Give me the paper. I'll sign it right now."

RP 277.

She told of the time he terrorized her by taking her to a gun store, giving the impression that he might buy a gun and shoot her. RP 279, 280. She also told drove her into the forest at night and "on the way, he took a tap and was putting it on my mouth," as if he was going to murder her. RP 279, 280.

Satvir described when Gurmit finally kicked her and Inderpal out of their home, saying Satvir said that he “got so mad, he used his fist and hit me on my chest, threw me on the sofa, and I hit my head on the back of the sofa.” RP 284.

9. Relief Requested

Gurmit persisted in pleading poverty. RP 24. He asserted that he did not owe anything to Satvir or his daughter and, in fact, that in Indian culture it is typical for a daughter to work and pay for all of the expenses for her mother. RP 245.

Satvir simply asked for 70% of the \$157,000, but no part of the wheelchair accessible taxi license or the taxi van, as well as \$1000 a month in maintenance for life, permanent restraining orders, and an award of attorney fees and costs. RP 291-292.

10. Oral Ruling on Credibility

The trial court, in its oral ruling, noted that it compared the documentary evidence “to the testimony of the witnesses in order to “make a determination of what testimony is credible.” RP 325. As a result, the court “ultimately found overall” that “the petitioner’s testimony is suspect.”

Evidence in this case mainly is documents. I then look to those documents, I look to the testimony of the witnesses,

and as a result of that, and I make a determination of what testimony is credible.

During this time, I went through all of the exhibits and ultimately found overall, albeit not as to every particular item, that the petitioner's testimony is suspect. And when I say "suspect," the petitioner's testimony isn't consistent with the other evidence that was presented to the Court, that being documents.

And an example of that is -- and I think it was actually during cross-examination of the petitioner, there was testimony by the petitioner and, in fact, he had sold or leased, I guess, depending on the terminology you want to use, but nonetheless received cash for a cab that he placed \$85,000 in the cupboard and that his wife took it.

However, during cross it became clear when looking at the documents that, in fact, money was taken into Canada. And I don't want to go into where it was distributed once it got there, based on the respondent's testimony.

But nonetheless, during cross Counsel inquired about taking over \$100,000 cash into Canada, and the petitioner said, "Oh, no. I didn't do that." And then the respondent -- and if I recall correctly, was able to provide copies of cashier's checks or checks, if you will, suggesting that indeed that had taken place.

What I found interesting there is that the petitioner denied it was cash because it was in check form rather than in dollars, cash. And I found that to be disingenuous, at best. So that's just an example of why this Court had serious questions about some of the testimony that the petitioner provided to the Court under oath.

RP 325-327.

On the other hand, the trial court found Satvir's witnesses to be credible, and specifically called Gurmit's brother, Paramjeet Singh, "a man of integrity:"

As I listened to his testimony under oath, although I certainly do not know him, but based on his testimony as well as his niece's testimony, I find that this man is a man of integrity. He is a kind man. The decisions that he made were not easy decisions to make. And I would daresay struggled culturally with those decisions as well, in terms of how to handle the situation.

RP 328.

11. Final Orders

The trial court made detailed written findings to support its awards of property, maintenance, restraining orders, and attorney fees. CP 11-22. The trial court found that the parties had community property consisting of the proceeds of \$157,000 from the sale of the one-half share in Yellow Cab # 463, the wheelchair accessible taxi van valued at \$30,000, and the wheelchair accessible taxicab license for Yellow Cab # 262 worth \$250,000. CP 13-15.

Gurmit was awarded all of the community property, with a total value of \$437,000. CP 15, 20, 21. Satvir was awarded a judgment for \$109,000 and maintenance of \$1,000 per month for the duration of her life. CP 18-19, 21. The maintenance award

was supported by detailed, largely unchallenged findings, evincing the court's thoughtful consideration of the required statutory factors:

2.12 Maintenance

Maintenance should be ordered because:

The parties were married 18 years before the separation in 2008. They enjoyed a modest standard of living. At 44 years of age, the wife has no financial resources, as the husband forced her and the then minor daughter from the home with no belongings in September 2008. The wife is not able to meet her needs independently. She emigrated from India, where she had a 10th grade education and cared for the daughter, as well as the husband's parents and grandparents. She has very limited English language and work skills. She only worked in menial day labor jobs, after she came to the United States.

The husband preventing her from acquiring necessary skills and from assimilating into the culture by isolating and abusing her. She was emotionally and physically traumatized and abused by the husband during the 22-year marriage. She recently had surgery to remove cysts in her head and back. Given her limited skills and emotional condition, it is likely that she will never be able to acquire sufficient education or training to find appropriate employment. She is now entirely financial dependent on her 20-year old daughter.

The husband is able to meet his own needs while paying maintenance. At 47 years of age, he is one of the top 10% of taxi drivers in Seattle. He sold his 50% interest in a taxicab and the dual Seattle and King County license, Yellow Cab 463, for \$157,000 cash in June 2011 and has not provided a credible explanation for the whereabouts of these funds. In 2010, he was awarded a Dual Wheelchair Accessible license from the City of Seattle, which is \$250,000. It becomes permanent and transferable in 2015.

The husband testified that he earned an average of \$4,500 per month driving this taxi van. The average on trip sheets he provided to the City of Seattle showed he averaged \$4,904 in July 2012. He earns an additional 10% in tips, or \$490. On top of this, he leases the taxi van to a second shift driver for \$420 per week, or \$1,820 per month. His total month income is about \$7,214. He claimed monthly expenses averages \$3,800 on three financial statements. He claimed to have credit card debt, but there was no evidence of any payment or any intention of payment on the balance of this debt.

After expenses, he has around \$3,400 remaining each month. From this, it is appropriate that he pay \$1,000 per month in maintenance to his wife for the duration of her life. This amount is less than 30% of his monthly net income.

CP 13-15.

The court found that Gurmit “represents a credible threat to the physical safety” of Satvir and entered a permanent restraining order against him. CP 21. The restraining order was supported by the following unchallenged findings:

2.13 Continuing Restraining Order

A continuing restraining order against the husband is necessary because:

The husband was physically and emotionally abusive to the wife during the time the parties lived together. His abuse was at times extremely violent, consisting of thinly veiled death threats. She has been traumatized by the husband and lives in fear of him. Permanent restrains are necessary against the husband to ensure her safety.

CP 14-15, 17.

The court also ordered Gurmit to pay Satvir's attorney fees and costs, based on his ability to pay and her financial need under RCW 26.09.140 as well as his intransigence. CP 15, 22. These findings are unchallenged:

2.15 Fees and Costs

The wife has the need for the payment of fees and costs and the husband has the ability to pay these fees and costs, as described in Section 2.12. In addition, the husband's intransigence caused the wife to needlessly incur significant attorney fees. Throughout this matter, the husband repeatedly changes his theory of the case in order to hide assets and income. Initially, the husband claimed that he did not have a taxicab and did not sell a taxicab license. Months later, he claimed his wife told him to sell the taxicab and took the \$85,000 in proceeds. This story changed again at trial. Through discovery, wife proved he had two taxicabs and licenses. He sold his share in one for \$157,000 and was awarded another one valued at \$250,000. Husband refused to comply with orders to deposit the \$157,000 to wife's attorney's trust account for safekeeping, to pay spousal maintenance and to pay awards of attorney fees. The court found him to be noncompliant in approximately 17 orders, even incarcerating him twice as sanctions for his improper conduct and his constant changing of his story to escape responsibility for his family.

CP 15, 17, 22.

Finally, the trial court entered judgments for Gurmit's obligations of \$8713 in attorney fees and sanctions and also \$9368 in unpaid maintenance while the case was pending. CP 16, 17, 22.

Gurmit appeals just the duration of the maintenance award.

V. Argument

1. The trial court considered the relevant statutory factors making a just award of maintenance.

The trial court has the broad discretion to order maintenance “in such amounts and for such periods of time as the court deems just, without regard to misconduct, after considering all relevant factors including but not limited to:

- (a) The financial resources of the party seeking maintenance, including separate or community property apportioned to him, and his ability to meet his needs independently ...;
- (b) The time necessary to acquire sufficient education or training to enable the party seeking maintenance to find employment appropriate to his skill, interests, style of life, and other attendant circumstances;
- (c) The standard of living established during the marriage;
- (d) The duration of the marriage;
- (e) The age, physical and emotional condition, and financial obligations of the spouse seeking maintenance; and
- (f) The ability of the spouse from whom maintenance is sought to meet his needs and financial obligations while meeting those of the spouse seeking maintenance.

RCW 26.09.090(1).

Here, the trial court made detailed written findings evincing a fair consideration of the relevant statutory factors in making the maintenance award. This Court reviews whether the findings of fact are supported by substantial evidence. In re Marriage of

Bernard, 165 Wn.2d 895, 903, 204 P.3d 907 (2009). Substantial evidence is evidence sufficient to persuade a fair-minded person of the truth of the declared premise. Id.

On appeal, Gurmit only challenges the finding that maintenance “should be paid to the former wife for the duration of her life.” App. Br. at 1. The trial court’s extensive unchallenged findings are verities on appeal. In re Marriage of Akon, 160 Wn. App. 48, 57, 248 P.3d 94 (2011).

In his other assignments of error, Gurmit asserts that the trial court should have give more weight to certain statutory factors and should have considered arguments that he did not raise at trial, but instead for the first time on appeal. The appellate court defers to the fact finder on witness credibility and the persuasiveness of the evidence. Akon, 160 Wn. App. at 57. In addition, the appellate court may refuse to review any claim of error which was not raised in the trial court. RAP 2.5(a). Arguments or theories not presented to the trial court will generally not be considered on appeal. In re Marriage of Tang, 57 Wn. App. 648, 655, 789 P.2d 118 (1990). Accordingly, the trial court’s maintenance award should be affirmed solely on the basis of the unchallenged findings of fact on each statutory factor under RCW 26.09.070.

2. The trial court has broad discretion to award maintenance, after considering the factors in RCW 26.09.090(1).

Gurmit's primary contention is that the trial court exceeded its extremely limited discretion in making the lifetime award of maintenance. Specifically, he asserts – without citation to legal authority – that the recipient must have a “permanent debilitating illness” and “no capacity to earn income:”

Permanent lifetime maintenance awards are reserved for spouses who have a permanent debilitating illness and no capacity to earn income presently or in the future.

App. Br. at 13-14.

This assertion is flat out wrong. He misconstrues language from In re Marriage of Mathews, 70 Wn. App. 116, 853 P.2d 462 (1993), making it appear as if that case contains a similar holding:

A lifetime maintenance award can only be approved when it is clear that the party seeking maintenance will not be able to contribute significantly to his or her own livelihood.

App. Br. at 7.

This holding is nowhere to be found in Mathews. Instead, in that case, the appellate court, in reviewing a lifetime award of maintenance, noted that, in prior appellate opinions, our Courts “approved awards of lifetime maintenance in a reasonable amount when it is clear the party seeking maintenance will not be able to contribute significantly to his or her own livelihood.” Mathews, 70

Wn. App. 116 at 124. This was not a holding, particularly not one that trial courts, in the future, may only award lifetime maintenance when the recipient “will not be able to contribute significantly to his or her own livelihood.”

The relevant statutory subsection and related case law show that, in fact, the trial court has broad discretion in fashioning maintenance awards. Under RCW 26.09.090, the only limitation placed upon the trial court's ability to award maintenance is that the amount and duration, considering all relevant factors, be just.” In re Marriage of Morrow, 53 Wn. App. 579, 584, 770 P.2d 197 (1989) (emphasis added).

3. The maintenance award is just.

The trial court's maintenance award is just, as shown by the unchallenged findings on each statutory factor under RCW 26.09.090(1). It also is very similar to the lifetime maintenance affirmed in In re Marriage of Morrow, 53 Wn. App. 579, 584, 770 P.2d 197 (1989). In that case, Mr. Morrow had a thriving practice as a certified public accountant and had been earning over \$200,000 a year. Morrow, 53 Wn. App. at 581-582, 586. He separated from his wife after 24 years of marriage and moved in with another woman who bequeathed him the bulk of her estate

when she died, worth \$375,000, including a freight company and a condominium that he previously acquired and gave her. Morrow, 53 Wn. App. at 581. He then transferred legal ownership of these properties to third parties, but remained beneficial owner. Morrow, 53 Wn. App. at 581.

Mrs. Morrow was earning \$750 a month as a part-time community college instructor, but she was unable to work full-time due “an irreversible medical condition that occasionally renders her legally blind” and “requires her to rely on others for transportation and limits her ability to function independently at work.” Morrow, 53 Wn. App. at 581. She had expenses of \$3266 a month. Morrow, 53 Wn. App. at 582.

Mr. Morrow petitioned for dissolution for marriage and when she “refused to accept his offer, he threatened to liquidate assets to her detriment and in fact liquidated retirement funds, resulting in a \$70,000 tax loss.” Morrow, 53 Wn. App. at 581-582.

Following a 13-day trial devoted largely to untangling Mr. Morrow's financial affairs, the court awarded Mr. Morrow one-half of the community property, worth \$109,000, but also found that he possessed nearly \$500,000 more in “resources identifiable to the parties,” including a boat, two freight companies, and accounts

receivables from his accounting practice. Morrow, 53 Wn. App. at 583. Mrs. Morrow was awarded \$109,000 in assets plus lifetime maintenance of \$2,200 per month, because “so many assets” were beyond the reach of distribution and because Mrs. Morrow's needs were “so great.” Morrow, 53 Wn. App. at 582-583.

On appeal, Mr. Morrow called the maintenance award “excessive,” claiming Mrs. Morrow “does not need \$2,200 per month for life.” Morrow, 53 Wn. App. at 584. The appellate court affirmed the trial court’s use of lifetime maintenance as a means of compensating Mrs. Morrow for her vested property rights that Mr. Morrow appropriated for his separate purposes, leaving the court without sufficient property to refund her community interest. Morrow, 53 Wn. App. at 586.

Here, the trial court similarly used maintenance to compensate Satvir for Gurmit's conversion of 100% of the community property for his own purposes, leaving her with nothing. CP 13-14. Where the assets of the parties are insufficient to permit compensation to be effected entirely through property division, a supplemental award of maintenance is appropriate. Morrow, 53 Wn. App. at 584. Gurmit has \$157,000 in cash, a \$30,000 taxi van, and a \$250,000 taxi cab license. Satvir just has a judgment for

\$109,000 and a maintenance award of \$1,000 for life, neither of which Gurmit will pay, based on his refusal to pay temporary maintenance and other financial obligations while the case was pending. CP 15-16. The economic condition in which a dissolution decree leaves the parties is a paramount concern in determining issues of property division and maintenance.” Morrow, 53 Wn. App. at 586. If anything, Gurmit should be grateful that the trial court was as generous to him as it was.

In addition, in Morrow, the appellate court concluded that the trial court's maintenance award of \$2,200 per month until Mrs. Morrow's death or remarriage “properly reflects the six factors listed in RCW 26.09.090.” The same is true here. First, in considering Ms. Morrow's financial resources and her ability to meet her needs independently, the court noted that although Mrs. Morrow's “actual need in excess of her income may be less than \$2,200 per month,” a spouse's need “is only one factor to be considered. RCW 26.09.090(1)(a).” Morrow, 53 Wn. App. at 585.

Here, Satvir requires more than \$1000 a month to meet her needs. She listed expenses of \$1117 a month on her financial declaration, however, these were only the most basic expenses, including no costs for transportation, health care, or recreation and

very little for dining out, personal items, and gifts. Ex. 170. She worked at her apartment building for in exchange for a \$100 a month reduction in rent. Otherwise, she was financially supported by her daughter and together, they were barely getting by. Maintenance is not just a means of providing bare necessities, but rather a flexible tool by which the parties' standard of living may be equalized for an appropriate period of time. Morrow, 53 Wn. App. at 585. Satvir lacks the financial resources and ability to meet her needs even partially, unlike Ms. Morrow. Unfortunately, for her, maintenance is just a means of providing bare necessities.

Second, in looking at the time necessary for Ms. Morrow to acquire sufficient education to enable her to find appropriate employment, the court concluded that she “is not likely to achieve, by pursuing additional education and training, the financial independence enjoyed by Mr. Morrow.” RCW 26.09.090(1)(b); Morrow, 53 Wn. App. at 587. Here, the trial court, in a much more pessimistic finding, concluded that “[g]iven her limited skills and emotional condition, it is likely that she will never be able to acquire sufficient education or training to find appropriate employment,” let alone enjoy Gurmit’s financial independence, based on his passive income from lease drivers and the value of

his assets. CP 14. The justification for the maintenance award is stronger here than in Morrow.

Third, the court found that Mr. and Ms. Morrow “enjoyed a high standard of living during their marriage.” RCW 26.09.090(1)(c); Morrow, 53 Wn. App. at 587. Gurmit and Satvir had a modest standard of living, which only Gurmit maintained after the separation in 2008, as his monthly income exceeded his expenses by at least \$3400. CP 14. The maintenance award of \$1000 a month for life serves as “a flexible tool by which the parties' standard of living may be equalized for an appropriate period of time.” Morrow, 53 Wn. App. at 585.

Fourth, reviewing the duration of the marriage, the court found that the parties “were married 23 years before separating, during which time Mrs. Morrow sacrificed her earning potential by becoming a homemaker” and concluded that the court's award “properly reflects the fact that Mrs. Morrow forfeited economic opportunities while her husband capitalized on them.” RCW 26.09.090(1)(d); Morrow, 53 Wn. App. at 587-588.

Satvir also had a lengthy marriage of 18 years before separating. CP 2. She too was a homemaker, but she sacrificed much more than her earning potential. She sacrificed her

independence, her physical and emotional health, and her opportunity to participate meaningfully in society. RP 266-267, 282. Truly, she was little more than a slave – used to cook, clean, and work, violently abused, then kicked out of her home with nothing. RP 248-255, 275, 276, 280, 290. Her tremendous sacrifice, which Gurmit exploited, merits the maintenance award more than Ms. Morrow's sacrifice of just her potential.

Fifth, the court, considering Mrs. Morrow's "physical and emotional condition," found that her "physical disability warrants a higher award than would otherwise be appropriate" and her disability "makes lifetime maintenance reasonable in the circumstances." RCW 26.09.090(1)(e); Morrow, 53 Wn. App. at 588. Her physical disability prevented her from working full-time and required her to rely on others for transportation. Morrow, 53 Wn. App. at 581.

Satvir's physical and emotional condition was even more limiting. Her limited skills and language abilities opened only the most menial jobs to her. RP 250-253, 266, 268, 282-284. She has ongoing health issues that require frequent hospital visits, as well as debilitating emotion conditions due to Gurmit's emotional and physical trauma and abuse of her. RP 266-267, 282. Compared to

Ms. Morrow's situation, the maintenance award to Satvir is very reasonable.

Sixth, the court found that Mr. Morrow "is capable of paying the maintenance award without sacrificing his own needs." RCW 26.09.090(1)(f); Morrow, 53 Wn. App. at 588. Gurmit is in the same situation. The maintenance award "is less than 30% of his monthly net income of around \$3400." CP 14. On top of this, even if he pays Satvir \$109,000, he will still have \$328,000 in assets remaining.

In Morrow, the court considered, as a final factor, Mr. Morrow's "dissipation and probable concealment of assets." Morrow, 53 Wn. App. at 588. Gurmit's concealment of assets was worse. He took 100% of the assets, then kicked Satvir and her daughter out of their apartment with nothing, not even shoes on their feet. CP 14, 255- 256, 284.

In short, the lifetime maintenance award to Satvir was more justified than the award to Ms. Morrow, based on the compensatory nature of the maintenance award, the six factors listed in RCW 26.09.090(1), and Gurmit's concealment and dissipation of assets. The maintenance award should be affirmed.

By contrast, the facts of the present case are unlike those in In re Marriage of Mathews, 70 Wn. App. 116, 853 P.2d 462 (1993). Gurmit misconstrues Mathews. In that case, the court of appeals agreed with the husband that he did not have the ability to pay the wife one-half of his earnings of \$2800 a month – or \$1400 – for life, and also “pay Mrs. Mathews' health insurance premiums and her school tuition,” as ordered, as it “leaves him with about \$1,000 a month, and Mrs. Mathews with \$1,855 per month.” Mathews, 70 Wn. App. at 123 His financial situation would worsen upon his retirement, because he would have to pay the maintenance out of his one-half interest in his retirement account, which was divided between him and his wife by qualified domestic relations order. Mathews, 70 Wn. App. at 125.

The court noted that she “has that money available to her,” as she was awarded the majority of the net proceeds from the sale of the family home, and also earned \$455 a month from her part-time job as a church bookkeeper “to help meet her needs” while completing a training as a medical secretary, despite testimony by her doctors and her counselor, questioning whether she “will ever be able to handle full-time employment” due to her health conditions. Mathews, 70 Wn. App. at 123-124.

In comparison, the lifetime maintenance award to Satvir was proper. Per the unchallenged findings, Gurmit "is able to meet his own needs while paying maintenance" of \$1,000 per month which "is less than 30% of his monthly net income." CP 14. Gurmit received the vast majority of the community property, all of which is in his possession and control. Satvir only received a judgment for \$109,000, which Gurmit refuses to pay, just as he refused to pay the awards of temporary maintenance and attorney fees during the pendency of the case. CP 19-20.

When Gurmit retires, he can lease his taxi van to two drivers, who would each pay \$1820 a month at today's rates or selling the taxi license worth \$250,000. Satvir will have nothing, except for whatever part of the \$109,000 she is able to collect and save. CP 14, RP 84, 106-108, 149, 155-159, 162, Ex. 122-125.

4. Arguments not raised in the trial court should not be reviewed.

Gurmit makes a number of new arguments for the first time on appeal, all of which should be rejected. The appellate court may refuse to review any claim of error which was not raised in the trial court. RAP 2.5(a). Arguments or theories not presented to the trial

court will generally not be considered on appeal. In re Marriage of Tang, 57 Wn. App. 648, 655, 789 P.2d 118 (1990).

First, he asserts that the trial court, in awarding maintenance, had no knowledge of his future financial resources, such upon his retirement or disability, and only knew of his current financial resources. During this case and at trial, Gurmit claimed poverty. The majority of the trial involved impeaching his testimony and revealing his income and assets through documentary evidence. On appeal, Gurmit does not challenge any of the findings about his income, expenses, or assets. It is preposterous that, after spending the entire case concealing his income and assets, he now claims that the trial court erred in now considering his ability to pay the maintenance award based on his financial resources in the future.

In any event, the findings, along with evidence in the record, show that the trial court did consider Gurmit's future ability to pay the maintenance award. If he retired now, he could lease his taxi van to a second driver for an additional \$1,820 a month, for a total of \$3,640 a month in passive income. CP 14, RP 84, 106-108, 149, 155-159, 152, Ex. 122-125. In 2015, he could sell his wheelchair accessible taxi license and taxi van for a total of \$280,000. CP 14,

RP 89, 91, 160, Ex. 8, 9. He would still have \$157,000 in cash, which, at an interest rate of less than 7.65%, would yield more than \$1,000 a month for life.

Second, Gurmit contends that the trial court failed to consider that Satvir had the ability to earn a living independently, because she earned \$11,345 in 2007, her highest income year, while, at the time of trial, her expenses were \$1,117 a month. He avoids the fact that between 2005 and 2010, she earned between \$2,558 and \$3,742, except for \$9,376 in 2006. RP 282-284, Ex. 160-166, 175. He merely reargues his case, neglecting that the unchallenged findings are verities on appeal. Akon, 160 Wn. App at 57.

Gurmit also claims that the trial court failed to consider what employment would be appropriate for Satvir and what skill and language training she would need to prepare for it. At trial, Gurmit asserted that he did not owe Satvir anything, that her daughter should support her financially. It makes no sense that on appeal he would essentially ask for a remand so the trial court could order him to pay for an appropriate education program for Satvir. In the unchallenged findings, the court clearly determined that “[g]iven her limited skills and emotional condition, it is likely that she will never

be able to acquire sufficient education or training to find appropriate” and the supplemental award of maintenance was appropriate. CP 14.

Further, Gurmit claims that the trial court failed to consider Satvir’s ability to support herself if she ever receives part of his social security benefits upon reaching retirement age. However, based on the documentary evidence showing that Gurmit underreported his earnings by tens of thousands of dollars on his federal income tax returns, the court could infer that his social security benefits will not be significant. RP 120-127, Ex. 128-132.

Third, Gurmit contends that the trial court failed to give sufficient weight to their modest standard of living during the marriage and should have recognized that Satvir would have the same lifestyle even if she worked at low paying jobs. Aside from the fact that this is another argument improperly raised for the first time on appeal, it is nonsense. Gurmit was earning about \$7,214 a month while Satvir earned between \$2,558 and \$3,742 from 2005 to 2010, except for \$9,376 in 2006 and \$11,345 in 2007. CP 14, Ex. 160-166, 174,175. At the time of trial, Satvir was financially supported by her daughter, who was earning about \$1,273 a month. RP 263, 266, 268, Ex. 177. The financial resources, and

accordingly, the standard of living, in these two households are far from similar. Satvir lives in poverty and would continue to do so even if she was able to find full time work at her 2007 income level.

Fourth, Gurmit contends that the trial court erred when it “alluded to the former wife’s recent surgery and the possibility of trauma as the basis for lifetime maintenance.” App. Br. at 16. Again, he is rearguing his case, inviting this Court to weigh the evidence. It is unclear how the unchallenged findings that Satvir “was emotionally and physically traumatized and abused” (not just a “possibility of trauma”) by Gurmit and “recently had surgery to remove cysts in her head and back” would constitute an abuse of discretion.

Gurmit insists that expert testimony was required “as to any long term or potentially debilitating physical or emotional conditions affecting the former wife’s ability to work or get training.” App. Br. at 16. But these findings pertain to Satvir’s “physical and emotional condition,” as required by RCW 26.09.190(1)(e). That subsection does not say that a recipient of maintenance must have a “long term or potentially debilitating” condition, as established by an expert’s opinion. These findings are supported by Inderpal’s testimony about her personal observations of mother’s health

condition and trauma due to her father's abuse. Expert testimony was not needed or required to establish these facts.

In short, these findings show that the trial court properly considered the relevant statutory factors in awarding maintenance; not that it failed to do so.

Fifth, Gurmit contends that the trial court erred because it "seems to have relied on marital misconduct in its order of maintenance." App. Br. at 18. Essentially, he is claiming that the mere mentioning of his verbal and physical abuse of Satvir in the findings related to the maintenance award is an abuse of discretion. This is obviously untrue, otherwise, a domestic violence perpetrator could always avoid a maintenance award by ensuring some mention of his improper conduct in the findings.

Certain misconduct, such as a spouse's concealment or dissipation of community property, is relevant to a maintenance award. Morrow, 53 Wn. App. at 588. Similarly, a spouse's abuse is relevant when it relates to the statutory factors, such as when, as here, it affects the other spouse's physical or emotional condition. RCW 26.09.190 (1)(e).

There is no indication that the trial court considered Gurmit's abusive behavior for any improper reason, such as to award

onerous maintenance in order to punish him. It is presumed that a trial judge knows the rules of evidence and that he or she considered only the evidence properly before the court and only for proper purposes. Matter of Marriage of Foran, 67 Wn. App. 242, 259, 834 P.2d 1081(1992)(holding no error “in admitting and considering the evidence of physical abuse with respect to the circumstances surrounding the execution of the [prenuptial] contract and with respect to [the wife’s] need for spousal maintenance.”)

5. Wife should be awarded her fees and costs.

This court should award attorney fees and costs to Satvir because she has the need for fees and Gurmit has the ability to pay. RAP 18.1; RCW 26.09.140 (court may award fees considering the financial resources of the parties on any appeal). Further, this court should award attorney fees to Satvir because Gurmit’s claims on appeal are without merit. In re Marriage of Healy, 35 Wn. App. 402, 406, 667 P.2d 114 (1983)(an appeal may be so devoid of merit to warrant the imposition of sanctions and an award of attorney fees). Gurmit’s appeal consisted of misrepresenting the applicable law, raising arguments for the first time on appeal, and asserting that this court should give different weight to certain facts.


It does not contain a single meritorious argument. Gurmit's actions have caused Satvir to incur further unnecessary and unaffordable fees in this court which he should be ordered to pay.

VI. Conclusion

For the foregoing reasons, Satvir Kaur respectfully asks this Court to affirm the trial court's decision in all respects challenged by Gurmit Singh. Further, she asks for an award of attorney fees and costs for having to respond to the husband's appeal.

Dated this 17th day of July, 2013.

Respectfully submitted,


Edward J. Hirsch, WSBA # 35807
Attorney for Respondent

DECLARATION OF MAILING

The undersigned declares under penalty of perjury, under the laws of the State of Washington, that the following is true and correct:

That on July 17, 2013, I arranged for service of the foregoing Responsive Brief of Respondent to the Court and the parties to this action as follows:

Office of Clerk Court of Appeals – Division I 600 University St One Union Square Seattle, WA 98101-1176 Fax: 206-389-2613	<input type="checkbox"/> Facsimile <input type="checkbox"/> Messenger <input type="checkbox"/> Overnight Mail <input type="checkbox"/> Hand Delivered
Dennis J. McGlothlin Robert J. Cadranell Olympic Law Group, PLLP 2815 Eastlake Avenue East, # 170 Seattle, WA 98102	<input type="checkbox"/> Facsimile <input type="checkbox"/> Messenger <input checked="" type="checkbox"/> Overnight Mail <input type="checkbox"/> Hand Delivered

DATED at Seattle, Washington this 17th day of July, 2013.


Edward J. Hirsch WSBA# 35807
Attorney for Respondent