

NO. 64376-2-1

COURT OF APPEALS, DIVISION 1
Of THE STATE of WASHINGTON

In Re the Marriage of
Mohammed Vahid Danesh-Bahreini

Appellant / Respondent

And

Soheila Bodaghi

Respondent/Petitioner

FILED
COURT OF APPEALS
DIVISION ONE
SEP 15 2010

APPEAL FROM THE SUPPERIOR COURT FOR KING COUNTY

(The honorable Marianne Spearman)

APPELANT OPENING BREIF

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PRO-SE

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4.0 Was it error of trial court to place petitioner in control of certain assets while the respondent is a price guarantor.

II. General Summary of the case

The couples were married for 19 years and had two children. Wife has MBA and follow-up education at BCC. The family had four real estate parcels, a small family owned, women and minority owned company, and some over \$700,000.00 in cash and other assets as furniture and personal properties.

The parties buy a new home in Set of 2007 and spend estimated \$300,000.00 to remodel it to the satisfaction of the wife and the husband worked every day at the remodeling sites for 4 months. In or about March of 2008 family move in from their \$600,000.00 home to this summit home worth at least double that. The wife's family including her brother start to move in and stay there causing disturbances to the piece of family and children about an infidelity issue the family had for many years.

Divorce was filed on July 24, 2008. The family lived very respectable lives in the society and amongst friends and relatives. The children were and still relatively are stable and in a good mental health.

III. General Argument

Did the court follow the RCW 26.09.080?

Was the court reasonable to assign certain assets to the wife and the wife in full control of the sale of the items but making the husband a price guarantor.

Was the court reasonable to assign the liabilities of the closed corporation to the husband but not leave any funds to close it nor to manage the liabilities?

Was the court reasonable not to consider the wifes separate assets as part of the disposition of asset and liabilities but include the husband.

Was the court reasonable to leave the husband with zero dollar in cash and over \$270,000.00 in debt and attorney fees?

I

Assignments of Error

Appellant asserts the following assignments of error

1- Company closure:

- a. Judge erred in giving me the company as claimed for zero dollar but in fact far below that considering its liabilities
- b. Judge erred by not putting fund aside for TNS liability and lawsuit attorney fees and accounting fees
- f. Judge erred by trying to state Kessler evaluation for business being a going concern and worth \$600,000.00 when the binding order closed the company
- g. Judge erred by not following binding arbitrator order that assigned a receiver to address the issues regarding H-1B holders and their liability there of instead put it on the Respondent shoulders
- j. Judge erred for not considering costs associated with management of expenses incurred post trial for company including three months of storage fee, labor required to get stuff from storage, serbyte 280 a month for three months, phone bill for ATT, Qwest bill, CPA fees to do taxes quarterly for first 3 quarters of 2009.
- K. Judge erred by not recognizing that the arbitration proceedings were binding and signed by both sides.

2- Attorney fees:

- a. Judge erred to assign additional 100,000.00 in attorney fees to be paid to petitioner by respondent
- b. Judge failed to have a count for what those attorney fees are for in an itemized form
- c. Judge failed to recognize that majority of attorney fees requested were already taken out by petitioner per binding arbitration orders
- L. Judge erred buy not providing for attorney fees to the respondent for filings by petitioner for special master, then backing out and asking for a receiver and then backing out and ask for neither one and instead expecting the Respondent to mange.
- M. Judge erred by penalizing me for cerbyte fees (the computer expert) and computer forensics where those were petitioner request for a company that already had its doors closed

- N. Judge erred for penalizing me for 20k accounting fees when a receiver would have cost only roughly 2000 per months to close at estimate of two months.
- O. Judge erred for not considering time table of actions and repeated and relentless requests and its emotional and physical demands on the respondent,
- P. Judge erred for not considering the fact that TNS law suit was demanding during same time between January and March 2009 and respondent could have hired accountants to do instead did it himself to preserve community asset, reviewing employee pays week by week for past 5 consecutive years.
- Q. Judge erred by considering Renton house sales as an intransigent. The house was recently fully remodeled after review and inspection the Respondent offered to sell instead of rent to preserve community assets. Both parties agreed. If key was missing it would have cost \$100.00 to make key and Petitioner could have done that instead waited to blame the Respondent
- R. Judge erred to consider behavior of the Respondent as Intransigent in regards to H-1B employees. It is the letter of law that H-1B employees should be paid during bench period. The time petitioner takes to track and educate herself is not a reason for intransigent of the Respondent.
- S. Judge erred in considering respondent behavior in regards to 5563 sales as intransigent. The house was the biggest asset of the parties with a mortgage payment of over 5000.00 per months, too large for two people and the sales would have saved community asset.
- T. Judge erred to consider Respondent behavior in regards to personal property as intransigent. The petitioner placed various difficult conditions like having police or a friend to witness moves, I hire a remodeler to fix upon removal of TV from walls, She also wanted and eventually ended up with most of the furniture. And she did not provide a list of her safe deposit box which included personal properties of the Respondent without his permission post divorce filing until early 2009 when it was requested in Nov of 2008. We could never get appraisal of the community gold and jewelry in her position and she ended up with all of it.
- U. Judge erred in considering the key to resident and Vehicles as Intransigent. If one does not have keys then he cant provide them.
- V. Judge erred in considering BECU account access as an intransigent this account has always been accessible to her my visa was not because of my post separation expenses.
- W. Judge erred by considering motion for in camera examination as intransigent. The one sided report by the parental evaluator who was hired by petitioner and agreed by respondent attorney to use had failed to address children issue in her report. Her goal was to act as an investigator to grant petitioners misrepresentations. Her evaluation of one healthy 13 years old child cost us over \$14,000.00 in her fees alone.
- X. Judge erred to consider physical business shut down and business wrap-up as intransigent. I was blamed for everything I had done even though always to preserve community asset. The order by arbitrator removed me from all responsibilities and post that order the petitioner wanted to pull me in as a decision maker. I was tired of bate and switch strategy by petitioner. That arbitrator order of Jan 15 business closure was demanding and nearly impossible for one man in 2 weeks, 2 boxes. Not considering effort by me to sell assets and petitioner filed as me uncooperative when company closed the petitioner could not sell assets for even one penny

- e. Judge erred by having the petitioner in control of sales of cars towards attorney fees at a guaranteed price by the respondent. And the petitioner can ask for the difference without oral argument. Maybe she takes a year to sell them which she has so far.
- h. Judge erred by not considering attorney fees inflicted on Respondents due to petitioner tactics
- i. Judge erred by not considering volume of work placed on the respondent due to TNS law suit various respondent request, action items by the arbitrator, parental evaluation, dealing with employee issues, list of liabilities, trying to sell corporate assets all in a span of few months.
- k. Judge erred to consider my own attorney fees and ability to pay over \$230,000.00 unpaid
- l. Judge erred for not considering my age, my health and the economic realities due to recession
- m. Judge erred to consider my salary of estimated \$62,000.00 and the financial Borden placed on me
- n. Judge erred to allow opposing counsel to bring all business related issues up again for a business that was ordered to be shut down in Jan of 2009 reflecting additional attorney fees on the Respondent
- o. Judge erred by not considering that Aster debt was never paid and arbitrator had requested corporate liabilities to be identified and Michael Galletch never made an offer to pay rather asked what aster would settle for giving a full statement that he had made aster attorney aware that this was not an offer of fault or agreement.
- p. Judge erred to assign or consider petitioner multiple filing with arbitrator asking for a special master on 3/31/09, then filing again asking for receiver in stead of special master on 4/18/09, and filing again and asking that neither be assigned on 5/27/09. these reflected additional attorney fees for respondent.
- q. Judge erred by considering attorney fees due to not providing copy of accounting software to petitioner in 2009. The copy was provided to the petitioner on 11/ 2008 for a full blown arbitration on business closure.
- r. Judge erred by considering late response to interrogatories for attorney fees. I received interrogatories on approximately 4/7/09 and 5/6/09. After closure of company and locking of hard drives. These interrogatories consisted of over 230 questions and a through f sub-questions vast majority asking questions about a business that was closed, shut down plus she already had full access to accounting software and submittals requested by the arbitrator.

- S. Judge erred by not considering the fact that instead of asking for unauthorized expenses during trial the petitioner filed with arbitrator inflecting attorney fees on the respondent Binging order signed by both parties, corporations is closed, request for receivership and then changing her mind after our acceptance.

3- 20/80 unfair according to state of WA law:

- a. Judge erred by assigning a 20/80 division of assets and placing all liabilities of corporation to the Respondent.
- b. Judge erred in not providing a fair and equitable division as required by law.
- c. Judge erred by not considering her separate property inheritants in her 20/80 decision
- d. Judge erred by using my separate VIP investment from prior to marriage as an award to the respondent (Nearly 60% of the \$69,000.00 at the time of trial).
- e. Judge erred by assigning all jewelry to the petitioner when she knew that company had purchased some including the diamond ring which should have been allocated to business assets.
- f. Judge erred by ruling that we should go to Larry Besk for any future arbitrations including personal property division within thirty days when she knew I had no money to afford that.
- g. Judge erroed to consider how I was supposed to pay for all financial obligations she placed on me with a salary of \$62,000.00 including attorney fee, credit card debt, line of credit debt, visitation fees of \$160.00 per visit, four times per months for counseling and therapy, child support, 70% of child extracurricular, payment of 5% interest on over \$270,000.00 lean by petitioner on 6815 to be given to petitioner, allowing lean on 6185 and therefore preventing me from refinancing,
- h. Judge erred by assigning the 6185 to the husband when she knew he could not afford the mortgage payments of over \$3,200.00 per months
- j. Judge erred by not putting a limit on Soheila's income past a period of her schooling which effects 70/30 extra curriculum
- k. Judge erred by requiring the husband to provide his tax returns to Soheila but not hers to me.
- l. Judge erred by putting her in charge of 5563 sales but me as a guarantor of price
- m. Judge erred by allowing parental evaluator report to go to counselor without reviewing the content of it. It really said DV charges that judge did not agree, be put on

medications and report to the petitioner my blood test result showing I was taking medications prescribed. The judge did not agree with domestic violence, did not order me on medication, and expanded my time with my daughter.

- n. Judge erred by claiming petitioner English need improvement, when she did not use a translator during trial. we are immigrants all of us need improvement in English,
- o. Judge erred by not considering her MBA with estimated 3.3 GPA and English classes as continued education at BCC with estimated 3.6 GPA.
- p. Judge erred for not considering the effect of her(judge's) financial decision on children's emotions post trial.
- q. Judge Erred in having mother as decision maker for the daughter, including college selection, where father is responsible for 70% of cost of extra curriculum and father is undisputedly always involved with children
- s. Judge erred to assign mom in decision making when she does not know that 60% is not a grade C and rather D which means failing a course even when repeatedly asked.

4- Introduction

It will be the most difficult challenge of my life to represent myself during this appeal. Divorce is a very emotional endeavor and I pray that I can prevent myself from becoming so emotionally involved and stay as logical as possible. I also pray that the Appeal court would forgive me for any deviations from the logical stance and allow me an opportunity to explain myself further if they so desire.

Background of my Family

During My childhood I grew up in two small towns Abadan and Andimeshk in a middle class family. My father and mother, now, ages 77, whom I adore tremendously and appreciate eternally for all the values they thought me and the freedom, trust and discipline they provided me. Both these towns were multi-cultural with variety of ethnicities including Persians and foreigners from around Iran as well as the world due to massive oil refineries. My father's education is at high school level and my mother's at only second grade elementary school. I, however admire them for the vision, cultural tolerance, and the diversity they raised me to have. My father speaks four fluent languages including English. He did not learn these languages by going to school rather by working with British, Arabic, Hindu and Americans from age 16. Although born in a Muslim family he always celebrates Christmas, has pictures of most profits hanging on the walls of our house living room. Perhaps, his coaching and leadership had a lot to do with who I am today. My younger brother immigrated to the United States at age 15.

My short philosophy of raising a child:

Children have parental needs that vary according to their age. Generally from the birth till 3-4 is about feeding, cleaning, love, care, and pampering along with discipline, respect and tolerance. From ages 5-12 is about discipline, responsibility, hard work, chores and involvement in various extra activities such as sports, music (extra curriculum should be based on a child passion and interest) in addition to school and work ethics. From age 13-18 is about sharing ideas in respect to decision making, finances, discipline and education. And hopefully at age 18 and on they can fly on their own with minimal guidance and trouble. In today's society parents involvement with children during the teenage years are very crucial because of the emotional vulnerability and peer pressure they face. Parents should help the children make the decision about an issue at hand and try to influence them by logic and patience.

I have tried and continue to be a "coach" and a friend to my children because they are now 14 and 20 years of age. I like to emphasize that a coach is the one who tries to understand children capabilities and wishes for what they want to become. He /she comes up with a step by step plan always setting himself as an example and be dedicated and available to them to help the children to rise to the levels of their desires and beyond which would allow them to exploring new limits of their capabilities hopefully they would be able to fly when they reach 18. But to be a coach requires

involvement and openness on both sides. Harsh discipline and unnecessary punishment leads to separation and unwillingness to be open and seeking guidance.

How have I and continue to deal with the children:

I have always loved and continue to love my children to eternity and have worked very hard to protect and comfort them during the divorce. I continue to be a father on their sides to coach them as much as I can although my involvement and decision making has been very limited due to the court orders. All I can do is to hope that they continue to see me as a father and someone who is there by their side to support them when they need and guide them to a destiny of success, emotional stability and happiness. Their success, happiness, and emotional stability highly depend on the way they perceive their father and mother. During this highly political and polarized divorce attributed by her family involvement and attorneys with specialty in domestic Violence who has tried to use every available bullet for a financial gain, I have and continue to provide an atmosphere of piece and family unity for the children.

My Background and Migration to the USA:

The petitioner migrated to the United State of America in 1978 just prior to the Islamic revolution initially as a student to attend college. After the conclusion of my bachelorette degree from University of Idaho in Dec of 1983 (I, by choice , decided to remain in the United States and pursue my dreams in career and working at the Boeing company thereafter from March of 1984 as a mechanical design engineer). During my education between 1978 to 1983 I had to work to partially support my education first at circle K as a cashier in the evenings and later as a TA at the university). I went to school full time (at times took 27 credits to save money on tuition and finish quickly to earn a job and better pay). From March of 1984 I worked full time at the Boeing Company, paid my student loan payments and saved for a trip to Iran to visit my family which mostly I had not seen for roughly 11 years. In 1989 I took a trip to Iran from estimated June to Aug (I have since visited Iran an estimated two additional times, with my ex-wife and the two children and once in 2007 for duration of estimated 5 days after a business trip to Dubai.)

The Respondant Breif of Background

MS. Bodaghi comes from a highly discipline and well educated military family. Her father was a high ranking military officer and later-on her oldest brother became a high ranking Naval officer during the Islamic revolution. Her Cousin, Seyyedeh Fatemeh Bodaghi is the highest ranking judicial person in Iran today. She is the deputy of president Ahmadinejad legal counsel (page 1) reference material which includes her picture and title). These issues do not matter much presently however would become a difficult task for me when our divorce proceedings takes place in Iran.

I have attached two versions of our Iranian marriage certificates' translations (pages 16 and 17 are the coorrect and original marriage certificate translations and pages 18-19 are the forged translation). One belonging to Aug 1989 just post marriage (which is the true translation) and the second which is forged and was submitted by MS. Bodaghi to the arbitrator when she asked for some additional \$200,000.00 (1000 gold coins) to be set aside as part of her dowry. Ironically both translations are done by same person and are supposed to be the true translation of the original Iranian marriage

certificate with government seal of approval. The language is changed in the second translation to simplify and streamline pursuing the 1000 coins through American courts. During the trial they did not bring up the dowry issue since they were ending up with nearly 100% of the community asset. However, they managed to enter a statement referring to the Iranian marriage as a possible prenuptial agreement in one of the orders for future possibilities of additional request for the 1000 coins after the conclusion of the divorce both in USA and Iran and after/if the Appellant ever recovers from the financial difficulties he faces today.

History of Marriage

During my 1989 trip to Iran I was introduced to MS. Soheila Bodaghi and after series of meetings between elderly of both sides our marriage was arranged. It is undisputed that we had issues from beginning of our marriage which was compounded by two incidents. One during a trip to Las Vegas in 2000 and the other during a snow mobile trip in early 2007. I respect and at the same time regret the fact that we had to hide our issues for such a long time due to cultural issues and for the sake of the children (ages 14 and 20). At times it was hard to understand each one of us was trying to please selves, own relatives, or the children but we continued our lives.

During the marriage wife attended City university, from Fall of 1992 to Summer of 1996 to get her MBA. She graduated from City University completing all 45 credit requirements with an Cumulative GPA of 3.31. She also attended Bellevue College on-and-off from Winter of 1991 to Spring of 2005 taking a total of 7 classes in Algebra, English, Computer programming. Her Cumulative GPA is 3.6 and her English college level grades were 4.0, 3.7 and 4.0 (pages 2-8).

It is also undisputed that the wife was encouraged to work but chose to stay home especially in latter years of marriage. The evidence are that she went to school which is costly and our children were school age at least for the 5 years prior to divorce filing.

It is also undisputed that the wife was free (although at times I complained) to exercise routinely on daily basis, to travel, visit relatives, and had an extensive list of jewelry available to her. When we married and migrated she was never exposed to excersize and during marriage she attended swimming classes, ski classes, erobics classes, tennis classes,...

It is also undisputed that the couple purchased a home in or about Sept 2007 and the husband was in full charge of the entire remodeling of this roughly 6,500 square foot home at an estimated remodeling cost of \$300,000 to include total renovation of basement from storage to entertainment center with Hoe Theater, Pool room, exercise room, dart room, and total appliances changes to top quality, hard would floors, staircase, paint, replacement of the entire exterior walls and all to the satisfaction of the couple. The husband also made an exercise room with TV and cable connection for the wife. (pages 9-15).

The couple then moved from a \$600,000.00 home that they had lived in for estimated 13 years to this newly remodeled home (Life style and support). And about the same time the Respondent was working on a vicious divorce. The couple moved in around March to May of 2008 and the divorce

was filed in July of 2008. As soon as we moved to the new house the respondent relatives including an unemployed brother moved in and stayed there until the conclusion of the divorce. Often starting arguments in front of children and was the master mind behind the planning for a vicious divorce. (Please see certified statement by Dr. Coder as page 20-22). Where he states I am not dangerous, or bi-polar.

Family Business History

The couple owned a family small business called Engineering Network International. This company was established in 1996 as a women and Minority owned consulting company in Telecommunication But all the work it performed were employment Agency type placing individuals in Telecommunication companies such as Ericsson, ATT, T-Mobile,...

The couple drew equal salaries of roughly \$65,000.00 each, even though the respondent work part time, and traditionally because of lack of operating capital we kept the profits in the corporation as retained earnings and when our family needed funds over and beyond our salaries we spent by company check and booked it in accounting as loan to officer until end of each year when it was deducted from the retained earnings. In 2007 we had accumulated over estimated \$600,000.00 in retained earnings that the corporation owed us and as the business was not growing therefore there was no need any longer for the operating capital. A total of estimated \$600,000.00 was taken out and deposited to a CD account under the wifes name at BECU for over \$10,000.00 (page 23)

As a minority and women owned company we really never had a sales team since all major telecommunications company have a Women and minority spending goals of roughly 20%. The business was doing well during 2000 to 2006 and during that time many additional minority companies formed mostly by individuals from India which made our sales to decline. At the same time economic slow down was forcing the telecommunication companies to reduce spending. As a result our contract with Comsys/T-Mobile, Ericsson, Sprint terminated. We managed to get a one year contract with a Chinese telecom company out of China for a one year training of their personnel who were deployed to various countries across the globe. This contract started in 2007 and terminated in 2008. At this time the company did not really have the sales to justify its operation. At this time major American telecom companies went through a transition to save money. Instead of contracting work to small companies like ENI they contracted the work to large companies (in excess of 100's of million dollar revenue) and expected them to subcontract work to smaller minority companies resulting in a major reduction in profit margins as a second tear subcontractor and the payment terms moved from net 30 to net 90.

It is true that tax returns indicate \$300,000 to \$500,000 of revenue but that does really reflect the amount in hand because of depreciating tables are for 3-15 years. In Case of ENI most of the time we had to provide our resources with equipment to our clients. The cost of these equipment ranged from a few thousands to \$130,000.00 (the \$130,000 was in two occasions in 2003 with Ericsson to gain a large contract that never materialized). ENI always bought its equipment cash and never leased. So only one third of the total cash was depreciated the first year. what we bought for example for \$50,000.00 only one third of that could be depreciated the first year meaning that the revenue on tax return should really be reduced by 2/3 of the \$50,0000 as cash in hand. But that is

reflected as company asset which if not used we could never sell them. During the filing of the divorce family business had two H-1B employees one in India with a one year contract

“I sincerely hope and pray that the children do not one day read some of the statements that has been made on their behalves in parental evaluation report.”

5- Division of assets and liabilities 20/80 and then some more to the wife and less to the husband

STATEMENT OF FACTS:

The parties had been married for nearly 19 years at the time of divorce filing in July of 2008. They had just moved into the new house at 5563 worth \$1,200,000.00 according to the Appellant appraisal and \$1,375,000.00 according to the Respondent appraisal. They also had three other parcel of real estates including a condo worth estimated \$200,000.00 which neither side chose to appraise (but was sold by the husband in estimated May of 2009 for estimated \$172,000.00 to be used towards sun college tuition and expenses), a renton property that sold for an estimated \$360,000.00 and a house in Bellevue at 6185 worth estimated \$600,000.00 plus over estimated \$700,000.00 in cash, few cars and trucks belonging to the company. The 5563 house only owed approximatelt \$720,000.00 (see page 270-273) But the judges grid shows it as over \$820,000.00 please see final decree and exhibit pages 299-301 and 324-333).

A- Issues Presented

Did the trail court errored by requiring the Appellant to receive only 20% of the assets, loose entire separate investment of funds in VIP, giving her almost the entire community jewelry and furniture, Not considering the Respondent separate properties in Iran (page 302-312), and assigning of the corporate liabilities including TNS lawsuit and potential H-1b liabilities amongst others to the husband measure to just and equitable? Did the judge abuse her discretion considering both spouses' education and health as well as potential future earnings. Page 601 husband health and irregularity) Also see Dr. Asher report who is a court assigned counselor (page598-599 and 600)

B- Evidence Relied Upon

Pleadings and declarations previously filed with this court, evidence and exhibits proposed and admitted at trial, and the affidavit of fees accompanying this motion. Web Definition of Intransigent: "Unwillingness to cooperate"

C- Argument – does the 20/80 division fair and equitable according to a no fault state.

Law of stae of WA. RCW 26.09.080: Disposition of property and liabilities-FactorsThe court shall, without regards to misconduct, make such disposition of property and liabilities of the parties, either community or separate, as shall appear just and equitable after considering all relevant factors including but not limited to:

- 1. The nature and extent of community property**
- 2. the nature and extent of the separate property**
- 3. the duration of marriage and**
- 4. the economic circumstances of each spouse at the time of division of property is to become effective, including the desirability of awarding the family home or the right to live for reasonable periods to a spouse with whom the children reside the majority of the time**

The couple were married for 19 years during the first few years of the marriage both attended school to get their master (the husband in Science and the wife in MBA). Boeing paid for the husband education while he worked there and for most part the community paid for the wife's. the wife then as part of continuing education attended BCC that the community paid for taking classes in English writing (3.7 and 4.0 grades at college level), computer programming and math in preparation for work at the family owned women and minority business. The wife admits to working part time at the family business. The couple moved to the new house at 5563 in first quarter of 2008 and the divorce was filed in July of 2008. The couple and their children lived in the 6185 for nearly 14 years prior to divorce. The children were over 13 and 19 years old and therefore did not need a stay home mom. The wife, however did not want to work.

The division of the 20/80 left the husband without any cash and in-fact penniless post divorce with substantial amount owing to attorneys in excess of \$230,000.00, credit cards debts of over \$43000.00 in credit card and line of credit debt. The husband health is worst than average his age. He suffers from high cholesterol, leg rest syndrome and high blood pressure. The wife is very healthy and exercised everyday. Both cared for children based on availability. Perhaps some owing to the wife for the sale of the 5563 house (the big house). Because the couple owed approximately \$720,000.00 on the house and appraisal by husband showed price of \$1,200,000.00 and the wife's showed estimated \$1,375,000.00. The judge chose the \$1,375,000.00 also tagged another estimated \$120,000.00 to the mortgage balance for cost of sales. Then made the husband a guarantor of the price see note attached to the house price in decree page 324-333). If the house does not sell for that amount then the husband owes the wife all or part of the difference. Husband worked at the Boeing company from 1984 till 1998. He always equally contributed to the VIP fund. He married in July of 1989. So roughly 60% of the VIP investment should have been his separate property. But the judge gave the full amount to the wife because there was not enough cash to make the 20/80 work (decree pages 324-333 and also 274-275, also pages 334-339 and 294-298). Additionally because of lack of fund to meet the 20/80 the judge ordered over \$270,000.00 to be as a lean on the smaller Bellevue house which was estimated at \$600,000.00 needed repairs and owed over \$217,000. in mortgage balance. And then she ordered 5% interest on the \$270,000.00 and the entire amount due in 2013.

Post trial the husband filed for reconsideration (page 602-652) which was denied because it was filed at 4:41 instead of 4:30 but within 10 days of the trial. The judge denied the motion for reconsideration because it was late however she failed to read and see that the husband had a cardiac arrest post divorce and was admitted to emergency room and then hospital for follow-up and the further testing to determine the issue with left lobe of his heart. Did she abuse her discretion by not reading the submittals that showed his medical emergency.

The corporation has been shut down by arbitrator as binding contract, the husband is to pay \$100,000.00 in attorney fees to the wife, the wife received 80% of the community asset and almost all furniture and jewelry. **Does this qualify as a just and equitable? Or did the judge abused her discretion?**

D- Conclusion:

The assets and liabilities should be divided based on 50/50 considering the wife's separate properties back in Iran as well as the husband VIP separate fund. True that the properties had been turned over to her mother to take care of them but according to WA state law they are still hers and should be considered and it is a surprised that the judge's grid does not show it but it is in her order.

6- Business closure and goodwill value

STATEMENT OF FACTS:

The parties owned a small women and minority employment agency specialized in telecommunication since 1996, known as Engineering Network International. The company was operated by the husband and part time help from the wife. The company did relatively well during the early to mid 2000. Like any other company during the mid to late 2000 the sales was dropping due to many women and minority businesses forming providing similar businesses as well as economic slow downs. The client retainability as well as sales per client dropped. In 2006 EN was considering to use the renton house as an office to reduce the operating expenses but was not physically due to city of Renton rules. In 2007, ENi was approached by a Chinese company names Huawei for one year contract with their training institute. After conclusion of this contract there was no new work from Huawei in 2008 although there were some requirements but we submitted resumes but never got the work and later found out that our candidates are being placed directly. This lead the husband to file with the arbitrator for closure of the business which had no work coming and had an operating expense of roughly \$40,000.00 per months. In fact the husband filed this motion to save community asset. In or about January of 2009 during a full day of a binding arbitration ruling the corporation was ordered to shut down. The wife filed for reconsideration to sate her objection. Her objection was noted and entered into the order.

The arbitrator also ordered many action items to the husband including identifying liabilities, prepare a list of assets in preparation for sales of asset, A plan for H-1b Employees and their relief from ENI, Termination f the two employees at ENi office, termination of lease, Termination of Insurance,....

The arbitrator also ruled that after determining the liabilities based on both sides agreement they can be paid. There was a liability in our books for Aster an India subcontracting company which we owed nearly \$200,000.00 to since year 2000 and the reason for non-payment was that they violated the non solicitation contract with us and received work directly from our client. This lead to a lawsuit filed by ENI that ENi lost in or about 2004. Starting 2006 they hired an attorney and had been sending occasional demand letters for payments. These payments were never paid but were brought up to the attention of the wife as part of the arbitration order. This became a wasted will full act of community asset by the husband and a massive file with arbitrator which resulted in removal of the husband ad assignment of the Special Master then receiver then nothing. Which left the corporation in a stalemate becoming late for filing taxes, paying bills,..

A- Issues Presented

A corporation which is ordered to shut down by a binding arbitration order has any value. It is the letter of law that a corporation that is shut down is not a going concern and therefore has no value.

B- Evidence Relied Upon

Pleadings and declarations previously filed with this court, evidence and exhibits proposed and admitted at trial, and the affidavit of fees accompanying this motion. Web Definition of goodwill value and going concern.

C- Argument – Does a closed corporation has any value

Both parties had full access to all accounting software and books prior to a full day binding arbitration. At the conclusion the arbitrator ordered the shut down of the corporation mainly due to loosing business and lack of income in January 31, 2009. The grid from the judge shows the corporation assigned to the husband for Zero dollars but in fact it is for a negative number considering all expenses to close the corporation, potential liability to the H-1b employees, storage fees, hard drive fees,.....Since the corporation physically closed on April 25, 2009. No-one would buy its assets and massive accounting fee was required to handle the accounting post closure. ENI is a S corporation and therefore I now am fully responsible for any liabilities that it may have.

D- Conclusion:

ENI liabilities should be considered per RCW 26.09.080 and both parties responsible for its liabilities including TNS lawsuit, H-1b potential liabilities, Aster debt and any other liabilities. Additionally wife should pay for all expenses incurred by the husband in regards to accounting, storage, hard drive and computer storage and maintenance.

7- Statement of Facts and argument Attorney fees:

Attorney FEES:

The facts particularly relevant to this issue are as follows:

- At the time the dissolution was filed, July 23, 2008, the parties had a marital estate principally consisting of 4 parcels of residential real estate, but also the assets of a small family business (ENI). The parties had one child who needed a parenting plan. The child was and is intelligent and emotionally stable.
- Prior to trial, major activities by parties included shutting down operations of ENI, closing its office and securing its records, appraising and selling real estate, completing discovery and preparing a parenting evaluation.
- In the 12 months prior to trial, parties made use of binding arbitration 13 times (including requests for reconsideration, pages 348 to 409 showing the rulings). Use of the arbitrator was initiated or joined in by Soheila eight times, and she was solely responsible for initiating the last seven arbitrations.
- Trial took place over more than four weeks. There were 563 exhibits proposed by parties. Soheila's exhibits included Ex. 269, 2700+ pages long, pages long and Ex. 144, over 1400 pages long. Many of Soheila's exhibits and significant amounts of trial testimony and argument were devoted to fully exploring whether Vahid was overly preoccupied by his belief Soheila once had an affair with Placido Domingo. Also the reasons behind so called an intentional business closure which had already been evaluated by the arbitrator and ordered to close in addition to testimony by Steve miller, the immigration attorney, over payments made to Sivalingram which was roughly \$10,000.00 and saved the parties from a legitimate bench pay. The fees due to Steve miller testimony and declarations as well as the petitioner attorney fees associated with the immigration attorney communications in this regards and his testimony to the court seem unnecessary. Keeping in mind that ENI did not pay a penny to Prasad Rao beyond his one year contractual obligations (page24 a picture of the volume submitted) . Exhibit 269 which was the result of Forensic imaging the all computers at ENI which has been very costly and was requested by the Petitioner did not proof anything as majority of these web logs are for international and national escorts which as is known by now vahid had only traveled two times out of Seattle area during the 2007 and 2008.

- Lisa Wolford's fees at the time she withdrew were \$135,910.12, of which \$46,458.67 are unpaid. His fees and expenses to Stella L. Pitts & Associates were paid in amount of \$77,797.5 and as of today he owes nearly 196,000.00 to her. Additionally the appellant has paid over \$27,000.00 to Dr. Adler, Dr. Asher, Perkeins Coie, \$5000.00 to Marc Hutchinson (CPA). As of May 20, 2009 Respondent reported total fees of \$185,643. A total of nearly \$441,707.00

Therefore, without considering Vahid's September fees or any of Soheila's fees after May 20, the total fees and expenses required by this case come to amount to \$627350.00. The actual amount for legal fees for both sides perhaps in excess of \$700,000.00

- At the time of trial, both parties submitted statements of assets and liabilities. Based on Soheila's chart the net assets of the marital estate are \$1,754,225. If her appraisal of the value of the Bellevue home (#5563) is inaccurate the estate could be as much as \$200,000 less. Thus, the attorney's fees expended by parties to dissolve their marriage amount to approximately 1/3 of the total estate.
- Soheila contends Vahid should be penalized for ENI's problems and take only 20% of assets, while paying Soheila a large cash transfer. If the court accepts Soheila's argument and if also forced to pay his own attorney's fees, Vahid will end up with very little, if anything.

A- Issues Presented

Did the trail court erred by requiring the Appellant to pay additional \$100,000.00 in attorney fees due to intransient to the Respondent?

B- Evidence Relied Upon

Pleadings and declarations previously filed with this court, evidence and exhibits proposed and admitted at trial, and the affidavit of fees accompanying this motion. Web Definition of Intransigent: "Unwillingness to cooperate"

C- Argument - Petitioner Should Pay Respondent's Attorney's Fees Because Petitioner's Litigation Tactics Wasted Substantial Amounts of the Marital Assets (please see pages 75-90 and 34-74 attorney fee motion and response)

The wife would put the husband in charge for every action including response to all request regarding company, claims husband had all keys even to her car, dealing with taxes,

loan to officers, sell of vehicle, repair and sell of houses and the list goes on. At the same time she claims I am bi-polar, suicidal, dangerous while she know I had to deal with TNS law suit at the same time (page pages 249-254 and pages 582-597). At the same time she request for material over and over and never she was satisfied with what she received and later she resorts to arbitration over and over.) at the same time I had to deal with various company related issues, current employees who did not have work and were unhappy, H-1B employees on bench. Truly these activities put me to a state of shock and trauma that at times I was unable to function, fall sleep, or spend quality time with the children. I was truly sad to see all family belonging is being waisted in attorney fees for no reason. Children were in state of shock because her brother was residing there in the house with them and was trying to act as a father to the children which they hated.

At trial, substantial amounts of time were spent dealing with the authenticity and admission of massive exhibits that were in the end hardly used.

The ratio of relevant evidence produced by Soheila's tactics to litigation time and expense required was very low. This is not only a problem for her legal fees, but drove up Vahid's costs as his counsel was forced to respond. Using its equitable powers, this court should at least compensate respondent for the expenses forced on him.

The highlights of Soheila's litigation strategy include the following:

1. Appointment and Disappointment of Receiver/Special Master

In March of 2008, Soheila sought a special master to take over the affairs of ENI despite the fact the arbitrator had ruled on the process for shutting down ENI. Soheila thereafter went to the arbitrator three times:

- **March 31**, on request of Soheila, the arbitrator issued a letter opinion, clarifying a previous order confirming Vahid was removed from any management of ENI and, at the request of Soheila, appointing a Special Master to wind down business.
- **April 18**, the arbitrator clarified the previous ruling, at the request of Soheila, substituting a general receiver for a special master.
- **May 27**, again at Soheila's request, the arbitrator reversed the decisions of April 18 and revoked his prior order appointing a receiver for ENI. The order also provided for paying fees associated with shutting down ENI offices and preparing the tax returns.

The reason for the reversal is that after having gotten their wish to remove Vahid from any operation of a business he had been running many years, Soheila determined it would in fact be expensive to pay for a special master or receiver. Her counsel also discovered, after the fact, that appointment of a general receiver would freeze use of assets until liabilities could be paid. About this time, Vahid had secured new counsel and parties were able to agree to procedures for shutting down ENI without making use of master or receiver. The back and forth on this issue, including correspondence and negotiation, consumed significant time and money by parties and their counsel.

2. Discovery Negotiations and Motions

A full day of binding arbitration (as a contract between the parties see page 340-347 entered on 9/19/08 This was proposed by ther and we agreed). Resulted in corporation closure order. Although she disagreed but the order is a letter of law and binding per contract.

During this time, Soheila failed to note any interrogatories. She did not do so until April 4, six weeks before the discovery cut off approximately at the same time business was being physically closed, hard drive and documents removed, and mediation in process (page 25-33

and 136-248). Majority of questions were related to business, a business that was already ordered to close and all its files and hard drives stored away

Despite these factors, the wealth of documentation they already had, and the undeniable stress Vahid was under, Soheila demanded literal compliance with the interrogatory and document request deadline

Joint Expenses

expenses from a joint community account prior to trial. The matter was the subject of multiple arbitration decisions and numerous communications between parties and among counsel. The rules for what would constitute a joint expense were set out with some clarity by the arbitrator and could have easily been the subject of brief testimony at trial and resolution through distribution of proceeds. Instead, Soheila found it necessary to bring a motion, three weeks prior to trial, to collect approximately \$3,600 allegedly due to joint accounts. The arbitrator found approximately \$3,000 to be owed.

Trial Exhibits and Testimony

At trial, Soheila continued to spend judicial time as if it were money and she were rich. Time was wasted authenticating massive, but little used exhibits, hearing from numerous and redundant witnesses regarding party's character or arguing over the nearly irrelevant issue of to what extent Vahid was or was not preoccupied with Placido Domingo.

Exhibit 269, 2700+ pages long, required extensive testimony by paralegals and technicians, and then hardly figured in the argument. Exhibit 54, Kelly Shanks' notes was 1,317 pages long. Only 20 pages of it were admitted at trial. Soheila put on overlapping and redundant character testimony from three different siblings. As a direct

result, the trial sprawled through July into August and returned at the end of the month. (page 653-704 is the minutes from trial showing how long of the court time was taken by the petitioner)

3. Miscellaneous Acts of Litigiousness

In addition to the high points of litigation folly, noted above, Soheila pursued other more minor acts of hostile litigiousness. Examples include:

- Soheila was convinced ENI office equipment was valuable, part of her argument ENI was still viable. Vahid, who was familiar with the equipment thought otherwise. Soheila insisted on having a wholesaler present during closing to evaluate the equipment. He found it valueless.
- Soheila's attorney wrote a declaration on behalf of Peter Sheridan, the polygrapher, criticizing Vahid. The declaration was submitted to Kelly Shanks without Mr. Sheridan's signature. Kelly Shanks later testified Mr. Sheridan did not agree to statements made on his behalf.
- Soheila, Vahid and their attorneys engaged in an ongoing and exhaustive conflict over payment of phone bills and cell phone bills, for ENI and for the children. Because of arbitration rulings, Vahid's ability to pay ENI phone bills, in his name, was restricted. The result was that phones were disconnected and reconnected (requiring reconnection fees) and Vahid's credit rating suffered.

D- Conclusion:

Vahid's divorce cost him more than \$441,707.00. This is simply an enormous sum to spend on deciding how to divide up four pieces of residential real estate and to parent one healthy teenager. Dissolutions often involve conflict, wasted time and energy. Parties' emotions run high and they are usually unpracticed at divorcing. Even the normal amounts of conflict give divorce litigation a bad name.

However, this is a divorce case on steroids. The sheer waste of the parties' resources is appalling. Since early in this litigation, the initiative has been in Soheila's hands as she relentlessly pursued a litigation strategy of spending

unlimited time on any issue or evidence that might reflect badly on her former husband. This court's equitable powers require it to ensure a just result. A just result is to relieve Vahid of enormous legal expenses that are not his fault. For example if both sides claim they don't have a key to a house, Renton property, it costs \$100.00 to make one rather filing arbitration and ramping up attorney fees on both side. If they claim I should sell the cars and returned a lease car but the cars are not under my name. What Am I supposed to do? If She does not provide the list of personally properties including jewelry till April of 2009, roughly 6 months past the request, What am I Supposed to do? If I provide loan to officers and she asked repeatedly for more clarifications what am I supposed to do?

Combine her relentless requests with the fact that I am the only one in the office who has to reply to all her/ arbitrator request on expedited basis or I be penalized again, What am I supposed to do. If the corporation is shut down all personal files and company files and hard drives are locked up per the Respondent request and then comes 2 lists of interrogatories (with over 200 questions majority with sub-questions a-g and I have no access to the information, except one email I had forwarded to myself, all requested right before the mediation and company closure What am I supposed to do? **Are these considered Intransient or simply over-burden and over-worked and over-whelmed leading to mistakes and delays.**

I request that appeal court should consider reversing this order so nether side pays the other any attorney fees.

Appendix

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No. 64376-2-1

COURT OF APPEALS, DIVISION I
OF THE STATE OF WASHINGTON

MOHAMMED VAHID DANESH-BAHREINI

Appellant,

v.

SOHEILA BODAGHI,

Respondent.

Notice mailed Opening Brief

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PROOF OF SERVICE

Vahid Bahreini certifies and declares:

I am over the age of eighteen years and I am a party to the above-captioned proceeding. I have personal knowledge of these matters and am competent to testify.

On Sept 15, 2010, I mailed a copy of this notice to the Respondent address of record a true and correct copy of the foregoing document. The address is Ms. Soheila Bodaghi 13180 SE Newport way #M102 Bellevue, WA 98006.

I certify and declare under penalty of perjury under the laws of the state of Washington that the foregoing is true and correct.

Signed this 15th day of Sept, 2010, at Bellevue, Washington.



Vahid Bahreini

Pro Se

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