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No. 64382-7

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COURT OF APPEALS, DIVISION I
OF THE STATE OF WASHINGTON

TAMRA ROBINSON

Appellant,

vs.

TERRY ROBINSON

Respondent.

APPEAL FROM THE SUPERIOR COURT
FOR KING COUNTY
THE HONORABLE DEAN LUM

BRIEF OF RESPONDENT

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I. ARGUMENT

A. The Trial Court's Decision, Dividing The Community Property Equally Between The Parties, And Awarding The Wife Two Years Of Maintenance After 14 Years Of Marriage, Is Just And Equitable.

1. Property Division Is Just And Equitable. (Response to App. Br. 28-30)

Trial courts have broad discretion in the distribution of property and liabilities in marriage dissolution proceedings. RCW 26.09.080. "Wide discretion and latitude rests with the trial court in making the determination that a particular division of property meets the 'just and equitable' standard found in RCW 26.09.080. The fact that reasonable men can honestly differ as to what constitutes a just and equitable distribution of marital property will not provide the grounds upon which appellate courts may find a clear abuse of discretion. A division of property in a dissolution proceeding under our statutes and case law does not mandate that it be accomplished with mathematical nicety." *Davis v. Davis*, 13 Wn. App. 812, 813-814, 537 P.2d 1048. (1975).

The trial court, which is in the best position to assess the assets and liabilities of the parties and determine what is "fair, just and equitable under all the circumstances," *Marriage of Brewer*, 137 Wn.2d 756, 769, 976 P.2d 102 (1999), did not abuse its

discretion in this property award. Here, the trial court did not abuse its discretion in dividing the community property equally. The parties were married for fourteen years – a mid-range marriage. The wife is young, thirty-six years old, and while she has some back problems, there was no evidence that this prevented her from working. In fact, during the marriage, the wife worked part-time as a nurse tech and “lactation educator.” Further, in addition to the property division, the wife was awarded two years of maintenance, which was in addition to the eleven months of maintenance that she received before the parties’ decree was entered. ***Marriage of Rink***, 18 Wn. App. 549, 553, 571 P.2d 210 (1977) (“the trial court, when dividing the property, may take into account the amount of maintenance it intends to grant”).

Contrary to the wife’s claim, the trial court knew exactly “what it awarded to [each] party.” (App. Br. 30) The only uncertainty was the exact amount that each party would receive from the net proceeds of the family residence when it was sold. (See RP 589) However, what is clear is that the net proceeds were to be divided in a way that will effect an equal division of the community property: “The ‘net proceeds’ from the home shall be divided such that each party receives 50% of the net community

property.” (CP 320) Thus, even though the community property was divided equally between the parties, in fact, the division was much more favorable to the wife because the bulk of her award was cash. Meanwhile, the largest asset awarded to the husband was the parties’ interest in his business, Attorney Messenger & Process Service, Inc. Attorney’s Messenger & Process Service, Inc. was given a valuation date in 2008 while the value of the house is being determined when it sells. This has put Terry in a buy high from the business while Tamra is in a buy low position as the house continues to fall in price.

The trial court’s property division was well within its discretion, and this court should affirm.

2. Maintenance Award Is “Just.” (Response to App. Br. 33-38)

An award of spousal maintenance is within the trial court’s discretion. ***Marriage of Luckey***, 73 Wn. App. 201, 209, 868 P.2d 189 (1994). The only limitation on amount and duration of maintenance under RCW 26.09.090 is that, in light of the relevant factors, the award must be “just.” ***Luckey***, 73 Wn. App. at 209. The trial court’s award of spousal maintenance in this case was not

an abuse of discretion, especially in light of the disproportionate award of property to the wife.

The trial court awarded two years of maintenance at \$3,000, ending in November 2011. (CP 318) Tamra complains that the trial court should have awarded more maintenance simply because she claims that Terry “had the ability to pay what Tamra requested.” (App. Br. 35) But even if that were true, the “ability” to pay spousal maintenance is only one of the several factors the trial court is to consider when making its award of maintenance. See RCW 26.09.090. Here, the trial court noted that it “exercised its discretion in awarding maintenance in this amount due to the length of the marriage, the concrete proposed timeline for re-education, the disparity in incomes which would otherwise result if maintenance in this amount were not awarded and all of the evidence produced at trial.” (CP 318)

Tamra further complains that the trial court should have awarded maintenance for three and one-half years, instead of the two years it awarded. (App. Br. 38) But, “the purpose of spousal maintenance is to support a spouse, typically the wife, until she is able to earn her own living or otherwise become self-supporting.” *Marriage of Irwin*, 64 Wn. App. 38, 55, 822 P.2d 797, *rev. denied*,

119 Wn.2d 1009 (1992). Here, the trial court's maintenance award until November 2011 was appropriate as a rehabilitative measure since the wife asserted that "she anticipates becoming fully employed upon graduation which she testified to be June 2011 at which time she estimates she can attract a salary of approximately \$43,000 gross per year." (FF 2.12(2), CP 325) It should be noted that Tamra has graduated in June 2010. The wife did not assign error to this finding and it is a verity on appeal. **Marriage of Brewer**, 137 Wn.2d 756, 766, 976 P.2d 102 (1999) (unchallenged findings are verities on appeal).

B. The Trial Court Did Not Abuse Its Discretion Regarding The Character Or Valuation Of The Parties' Assets And Liabilities. None Of The Hodge Podge Of Errors Assigned By The Wife Have Any Merit.

1. The Trial Court Properly Concluded That The Volvo Was Community Property. (Response to App. Br. 16)

The trial court did not err in concluding that the Volvo that was purchased in 2004 during the parties' marriage was community property. (FF 2.8(8), CP 342; RP 76) Assets acquired during a marriage are presumed to be community property. **Marriage of Griswold**, 112 Wn. App. 333, 339, 48 P.3d 1018 (2002), *rev. denied*, 148 Wn.2d 1023 (2003). This presumption may only be

rebutted by “clear, cogent, and convincing evidence.” **Marriage of Zahm**, 91 Wn. App. 78, 86, 955 P.2d 412 (1998), *aff’d by*, 138 Wn.2d 213 (1999).

Here, Tamra failed to present “clear, cogent, and convincing evidence” that the Volvo was her separate property. Her only evidence to support her claim is her allegation that Terry referred to the Volvo, which was acquired with community funds, as a “gift.” (RP 76) But Terry denied this allegation. Instead, he testified that the Volvo was purchased for the community as a “family car.” (RP 444) Consistent with Terry’s testimony that he did not intend to purchase the Volvo as a “gift” to Tamra, there was evidence that the car was titled in Terry’s name, and not Tamra’s name. The trial court apparently found that Terry’s testimony more credible when it concluded that the proceeds from the Volvo were community property, and not, as Tamra claimed her separate property. Because this court does not review the trial court’s credibility determinations, nor weigh the conflicting evidence, **Marriage of Woffinden**, 33 Wn. App. 326, 330, 654 P.2d 1219 (1982), *rev. denied*, 99 Wn.2d 1001 (1983), this court should affirm.

Further, it is unclear whether a spouse could even “gift” community property to the other spouse unilaterally. See RCW

26.16.030(2) (“neither spouse shall give community property without the express or implied consent of the other”). In any event, in light of the evidence that the Volvo was purchased during the marriage with community funds, and Terry’s testimony that its purchase was for the community, and not a gift, there was substantial evidence to support the trial court’s determination that the Volvo was community property. ***Marriage of Burrill***, 113 Wn. App. 863, 868, 56 P.3d 993 (2002), *rev. denied*, 149 Wn.2d 1007 (2003) (“So long as substantial evidence supports the finding, it does not matter that other evidence may contradict it”).

2. The Trial Court Did Not Abuse Its Discretion In Declining To Credit Either Party With The Community Expenses Paid By Each Party During The Parties’ Separation. (Response to App. Br. 17)

While the parties were separated, each party paid community expenses with either their post-separation earnings or by incurring debt. Between November 2008 and the time of trial, Terry paid \$5,281 per month for community expenses: the mortgage of \$2,091, preschool tuition of \$1,200, and undifferentiated family support of \$1,990. In total, Terry paid \$47,529 in community obligations for which the trial court did not credit him in the final distribution. (See App. Br. 11, CP 327)

Meanwhile, Tamra paid community expenses totaling \$9,147.84 – less than 20% of the amount paid by Terry.

On appeal, Tamra complains that the trial court abused its discretion in failing to credit her for the community expenses that she paid during the separation. However, had the trial court done so, it would have also been required to credit Terry for the community expenses that he paid during the separation. Doing so, would have further reduced the amount of community assets available for distribution to both parties. The trial court did not abuse its discretion in declining to credit either party with the community expenses that they each paid during the separation.

3. The Trial Court Did Not Abuse Its Discretion In Failing To Credit A \$611 Check Received By The Husband During The Separation, Which Accounted For .001% Of The Entire Marital Estate.
(Response to App. Br. 18)

Tamra remarkably claims that the trial court abused its discretion by failing to credit Terry with a \$611 check, the equivalent of less than one-half percent of the parties' entire estate, which she purportedly gave to him after the parties separated. But there was no evidence that these funds still existed at trial, as it more likely than not was spent on community expenses, which Terry bore the greatest burden in paying during the parties'

separation. The trial court did not abuse its discretion because it could not award an asset to Terry that no longer existed at trial.

Marriage of White, 105 Wn. App. 545, 20 P.3d 481 (2001).

4. Substantial Evidence Supports The Trial Court's Valuation Of The 2001 Suburban. (Response to App. Br. 20)

As Tamra points out, "courts have broad discretion in valuing property and will only be overturned if there has been a manifest abuse of discretion, and it is not a manifest abuse of discretion if the valuation is within the scope of the evidence." (App. Br. 19, citing ***Marriage of Gillespie***, 89 Wn. App. 390, 403, 948 P.2d 1338 (1997); ***Marriage of Mathews***, 70 Wn. App. 116, 122, 853 P.2d 462, *rev. denied*, 122 Wn.2d 1021 (1993)). "An owner may testify as to the value of his property and the weight to be given to it is left to the trier of fact." ***Worthington v. Worthington***, 73 Wn.2d 759, 762-763, 440 P.2d 478 (1968).

Here, there is substantial evidence to support the trial court's finding that the Suburban was worth \$9,535. At trial, Terry testified that he believed that an "accurate" value for the Suburban was \$9,500. (RP 444) And as Tamra concedes, Tamra herself admitted that the value of the Suburban was \$9,535 in her answers to interrogatories, which she answered four months before trial and

was based on a Kelley Blue Book report for a Suburban in “fair” condition. See *Worthington*, 73 Wn.2d at 763 (trial court did not abuse its discretion by relying in part on the plaintiff’s answers to interrogatories to value real property owned by plaintiff). While Tamra on appeal, and at trial, claims that her testimony was “more convincing,” (See App. Br. 20, RP 519), it is the trial court’s function to determine the weight of conflicting evidence, and in this case it found that the husband’s testimony on the value of the Suburban, coupled with the wife’s answer to interrogatories, “more convincing.” This court cannot substitute its judgment for that of the trial court on a disputed factual issue. *Meeks v. Meeks*, 61 Wn.2d 697, 698, 379 P.2d 982 (1963).

5. The Trial Court Did Not Abuse Its Discretion In Its Valuation Of The Liability And Assets Of The Business. (Response to App. Br. 21, 22, 33)

The trial court adopted the business valuation of Joe McCartney, CFP, ChFC, who determined that the parties’ 45% interest in the business as of November 7, 2008 was worth \$187,084. (FF 2.8(2), CP 341) Ex. 15) Further, the trial court found that the parties’ obligation for the “buy in” for the business was \$39,648 at the date of separation on August 8, 2008. (FF

2.10(5), CP 343) But in fact, the parties' obligation on the "buy in" as of the date of separation was \$40,196.76. (See Ex. 46)

Tamra complains that the trial court should have used an "updated" figure to determine the amount of the "buy in" obligation, since it used a "updated" valuation. (App. Br. 21) But it was within the trial court's discretion to determine on which date it chooses to value the parties' assets and obligations. See *Lucker v. Lucker*, 71 Wn.2d 165, 167-68, 426 P.2d 981 (1967). Nevertheless, even if the trial court was required to use an "updated" figure, the balance of the parties' obligation as of the date of the business valuation in November 2008 was \$38,288.03 – a difference of only \$1,360. (See Ex. 14) The balance of the parties' obligation as of the date of trial was \$33,008.03 – a difference of \$6,640. (See Ex. 14) In total, the amount the wife complains of is a difference of between .02% and 1% of the parties' total net estate, assuming its value is \$551,570. This is not a basis for which to reverse and remand to the trial court. See *Marriage of Pilant*, 42 Wn. App. 173, 709 P.2d 1241 (1985).

In *Pilant*, the wife complained that the trial court erred in valuing the husband's retirement benefit in an amount contrary to the sole evidence presented at trial. 42 Wn. App. at 178. The

amount of the alleged error was between 7% and 9% of the entire marital estate. 42 Wn. App. at 176, 181. The *Pilant* court recognized that the trial court has discretion to reject opinion testimony that it finds unpersuasive, 42 Wn. App. at 179, and held that since there was no evidence presented that could support the trial court's value, the trial court erred. It nevertheless affirmed the trial court's decision because a valuation error is not necessarily reversible. 42 Wn. App. at 181 ("we hold that the erroneous valuation of one items in this particular case, does not require reversal of the otherwise fair and equitable distribution of an estate worth between \$546,000 and \$675,000").

Tamra also complains that the trial court failed to "award" cash held in a business account for the corporation, in which the community was a minority owner, as community property to Terry. (App. Br. 33) The corporation retains cash in its account annually in amounts between \$40,000 and \$47,000. (RP 369, 380) These amounts are intended to cover "cash flow" within the business. (RP 369, 380) The corporation had implemented this practice over ten years ago and is not a recent change. These funds were also considered as part of the business evaluation which Terry is buying out Tamra's shares so this would be double dipping even if they

were available for distribution, which they are not. The trial court did not abuse its discretion in not awarding these funds to Terry when there was no evidence that these funds were available to him for distribution. Further, even if they were available for distribution, Terry could only receive 45% of those funds or between \$18,000 and \$21,150 – an amount that is less than 4% of the parties' entire marital estate.

Finally, Tamra complains that the trial court's finding that the community owed \$20,000 to the business was "not supported by substantial evidence." But there was substantial evidence that the community owed in excess of \$20,000 to business for "unauthorized expenses." Rodger Mulholland, the accountant for the business, testified that based on his review of the business records, the Robinsons owed \$11,368.69 to the business for unauthorized personal expenses that were paid by the business, including personal expenses for medical bills, Comcast, and health clubs. (RP 342-43) However, evidence submitted by the wife through her expert witness, Linda Saunders – a forensic accountant – there were additional unauthorized personal expenses of \$9,129.99 that were not found by Mr. Mulholland. (RP 355, Ex. 45) Mr. Mulholland testified that he had not accounted for these "yet,"

but if they were personal expenses they would be declared a loan, which would have to be paid back. (RP 355) Thus, in total there was evidence that there was \$20,498.68 in unauthorized personal expenses that would be required to be paid back.

6. The Trial Court's Findings Regarding The Husband's Post-Separation Debts Is Supported By Substantial Evidence. (Response to App. Br. 24)

There is substantial evidence to support the trial court's finding that the husband incurred a \$40,000 debt to his parents post-separation. (FF 2.11, CP 324) Terry testified that he borrowed \$40,000 from his father to pay litigation expenses - an amount that he still owed as of trial. (RP 452) While the wife referred to this debt as "bogus," (RP 520), the trial court clearly found the husband's testimony regarding this debt as credible – a determination that is within the sole province of the court. *Woffinden*, 33 Wn. App. at 330.

The trial court did not "double count" the husband's separate obligations by also referencing the \$64,375 that the husband "incurred" for attorney fees as of August 13, 2009 under the category of the husband's separate liabilities. (App. Br. 24) The trial court clearly recognized that that amount was not in addition to

the \$40,000 owed to the husband's father, because it specifically noted that only \$18,800 of the \$64,375 is still owing. (FF 2.11(2), CP 324) There was no abuse of discretion.

7. The Trial Court Considered, But Was Not Required To Make A Separate Finding On, The Value Of The Post-Separation Earnings.
(Response to App. Br. 24)

Tamra cites to no authority to support her assertion that the trial court was required to make a finding on the "value" of the parties' separation earnings. It is not error for the trial court to fail to enter a finding on the value of each asset, so long as the record contains a sufficient indication of the value of that asset. ***Marriage of Hadley***, 88 Wn.2d 649, 657, 565 P.2d 790 (1977). As the wife recites, there was ample evidence presented to the court as to the parties' incomes and earnings after separation. (App. Br 24, *citing* Ex. 17, 208) The trial court clearly considered the disparity in the parties' incomes when it made its findings regarding the wife's need and the husband's ability to pay spousal maintenance. (FF 2.12, CP 325) The trial court also considered the fact that regardless of the husband's post-separation earnings, the husband continued to pay community obligations of nearly \$7,600 per month during the parties' separation – an amount that the wife concedes on appeal.

(See App. Br. 11-12) Thus, the trial court was not making its property division in the “dark” as to the economic circumstances of the parties as it recognized the husband’s greater earning capacity, and it was not required to make a specific finding as to the “value” of those earnings.

8. The Trial Court Did Not Err In Making A Finding As To The “Rental Value” Of The Home Pending Sale.
(Response App. Br. 26)

The trial court did not abuse its discretion in finding that “reasonable rental value of the family home is \$2,200 per month.” (FF 2.21(2), CP 327) There is nothing in the record to support any claim that the wife was “charged” rent on the residence post-separation, unlike the circumstances in *Marriage of Nuss*, 65 Wn. App. 334, 339, 868 P.2d 627 (1992) (App. Br. 27). Instead, the trial court made the finding to support its decision to not require that the wife be reimbursed for any mortgage payments made after the decree was entered from the proceeds of the house when it is finally sold. (See CP 319) The reason the wife was not entitled to reimbursement for her monthly payment towards the mortgage of \$2,142, was because if she were not residing in the family residence, she would be paying a like amount for rent towards a similar home.

9. The Trial Court Properly Noted That The Wife Paid \$1,000 Towards A Community Obligation After The Parties Separated. (Response App. Br. 27)

The wife complains that the trial court erred in finding that the balance of the Chase Visa was \$23,676 – an amount that predated her payment of \$1,000 towards this community obligation from the proceeds from the sale of the Volvo post -separation. (App. Br. 27) The wife asserts that the court’s finding “leaves open whether the court in fact credited Tamra for this payment.” (App. Br. 27) But the trial court clearly credited Tamra for this payment when it awarded her the: “proceeds from the sale of the community 2003 Volvo XC70SW automobile in the amount of \$11,000, \$1,000 of which was paid on the community Chase Visa #8971, and the balance was given to the wife as a pre-distribution.” (FF 2.8(8), CP 323)

C. The Trial Court's Child Support Order Was Not An Abuse Of Discretion.

1. The Trial Court Did Not Abuse Its Discretion In Applying The Support Schedule In Existence At The Time Of Trial When It Entered Its Child Support Order.

The parties’ trial concluded on July 21, 2009, but presentation of final papers was not until October 2, 2009 – one day after the new support schedule took effect. At the presentation

hearing, the wife's counsel did not object to the trial court's use of the support schedule that was in existence when the case was tried. Instead, wife's counsel simply brought the new support schedule to the court's attention and expressed concern that if the trial court used the new schedule, it might also change the wife's maintenance award as the trial court's decision was a "package."

The only other question I think, Your Honor, that has not been addressed by Ms. Whitaker's papers and mine is the more difficult one, which I think we both were in error in not bringing to your attention. And I guess belatedly I brought it to your attention, and the Court needs to decide. We have new work sheets that are effective as of October 1st.

(RP 573)

Now, that's the question I asked, basically do we use the new work sheets or not. And then, Your Honor, the question has to be asked: (A) do we do that? And if so, (B) I think – and it pains me to say this, Ms. Whitaker does have a good point – (B) if the Court says, "Yes, we have to use them and it's \$2360," does that affect your decision on maintenance? And Ms. Whitaker did argue that, "Hey, the Court gave a package." I don't think that was technically argued, nor was that part of the Court's decision that I read. But still I understand because I argue that all the time, that it's a package.

(RP 574)

The trial court confirmed that its maintenance award and its child support award was in fact a “package” and that it was only due to delay in entering the final papers that the new legislation had become an issue, and the trial court decided to maintain the “substance” of its ruling, which predate the new legislation:

I don't think the new – I think technically the only reason this has kind of gotten strung out is because of scheduling. It has nothing to do with substance, so...

We did address it. And my – (A) it was a package; (B) you know, I mean, it was only happenstance that we scheduled this presentation hearing today as opposed to last week, as opposed to earlier this week. So, I mean, it just –

(RP 574-75)

After the court ruled that the child support should be adjusted in November 2011 (after maintenance terminates) based on the new support schedule, the wife's counsel did not object to the court's ruling. Instead, wife's counsel proposed language for the child support order, which the court in part adopted:

That you used the old schedule since we tried the case in July... that you're not going to apply the new schedules to this order, but that on the adjustment any new schedule in effect will apply, something like that?

(RP 576-77, CP 333)

In light of the fact that there was no real objection by the wife to the trial court using the support schedule in existence at the time of trial, which presumably allowed her to retain the maintenance award that the trial court originally contemplated, the trial court did not abuse its discretion in entering its child support order.

In the event this court remands for the trial court to apply the new support schedule, it should also allow the trial court to reconsider its maintenance award.

2. The Trial Court's Determination Of The Father's Income Was Supported By Substantial Evidence.
(Response to App. Br. 43-44)

The wife complains that the trial court failed to include \$10,800 in income to the father based on her claim that her forensic accountant "raised" a claim that the \$900 per month paid by the community every month towards a "buy in" of the company was in fact paid by the company. (App. Br. 43) But the trial court clearly rejected this testimony and found the husband's testimony that he, not the business, pays the monthly "buy in" more credible. (See CP 397-98) The trial court's credibility determination on this issue should not be disturbed on appeal. *Marriage of Woffinden*, 33 Wn. App. at 330. The husband's testimony regarding this payment

is the “substantial evidence” on which the trial court based its determination of his income. **Marriage of Burrill**, 113 Wn. App. at 868 (“So long as substantial evidence supports the finding, it does not matter that other evidence may contradict it”).

The wife also complains that the trial court abused its discretion in not including health insurance premiums paid by the business as part of the husband’s income. The trial court found that “child support at this income level is discretionary with the court and the court would exercise its discretion in the same fashion and order the same transfer payment regardless of whether the premiums were included in respondent’s gross income.” (FF 2.20(4), CP 326) This was not an abuse of discretion or manifestly unreasonable.

3. The Trial Court Did Not Abuse Its Discretion In Allocating The Federal Tax Exemptions.
(Response to App. Br. 46-47)

The trial court awarded three tax exemptions to the father, and one tax exemption to the mother. The mother complains that each parent should have received two exemptions. A trial court’s decision in awarding tax exemptions is discretionary. **Marriage of Peacock**, 54 Wn. App. 12, 14, 771 P.2d 767 (1989). Here, it was not an abuse of discretion to award the father more of the tax

exemptions than the mother in light of the fact that he provides the majority of the support for the children.

D. The Trial Court Did Not Err In Denying The Wife's Request For Attorney Fees. (Response to App. Br. 47)

As the wife notes, a trial court's decision on attorney fees "will not be reversed on appeal unless untenable or manifestly unreasonable." (App. Br. 47, citing *Dakin v. Dakin*, 62 Wn.2d 687 (1963)). Here, the trial court's decision was not untenable or manifestly unreasonable." The trial court found that "while each party has the need for assistance with their attorney fees and costs neither party has the ability to pay." (FF 2.15, CP 325) Both parties were required to take out loans for their attorney fees. As the trial court found, the husband borrowed \$40,000 to pay his attorney fees and still owed nearly \$20,000 to his attorney after trial. (FF 324) The husband did not have the ability to pay his own attorney fees, and the trial court did not abuse its discretion in not awarding attorney fees to the wife. Furthermore, in light of the property distribution, the wife would receive a larger portion of the proceeds from the sale of the house from which she could pay her attorney fees. Meanwhile, the largest asset awarded to the

husband was the community interest in the business, which was not liquid.

E. This Court Should Deny The Wife's Request For Attorney Fees.

This appeal is frivolous and the wife is not entitled to attorney fees on appeal. In her fifty-page brief, the wife complains about the minutia of the trial court's rulings despite the fact that there is substantial evidence to support its findings. The wife should pay her own attorney fees as the husband does not have the ability to pay the wife's attorney fees, as evident by the fact that he is unable to pay his own attorney fees on appeal.

II. CONCLUSION

This court should affirm the trial court's decision in its entirety.

Dated this 30th day of July, 2010.

By: 
Terry Robinson
Pro Se Respondent

DECLARATION OF SERVICE

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 30th, 2010, I arranged for service of the foregoing Brief of Respondent, to the court and to the parties to this action as follows:

Office of Clerk Court of Appeals - Division I One Union Square 600 University Street Seattle, WA 98101	<input type="checkbox"/> Facsimile <input checked="" type="checkbox"/> Messenger <input type="checkbox"/> U.S. Mail <input type="checkbox"/> Overnight Mail
Laura Christensen Colberg Michael W. Bugni & Associates 11320 Roosevelt Way NE Seattle, WA 98125	<input type="checkbox"/> Facsimile <input type="checkbox"/> Messenger <input checked="" type="checkbox"/> U.S. Mail <input type="checkbox"/> Overnight Mail

DATED at Seattle, Washington this 30th day of July, 2010.



Terry Robinson