

Court of appeals of the State of Washington

Division 1

Christine Olivieri,

Court of Appeals No 65378-4-1

Respondent

vs

Ryan Lurie,

Appellant

2010 AUG 19 PM 2:45
COURT OF APPEALS
DIVISION 1

BRIEF OF RESPONDENT

Christine Olivieri,
Respondent Pro Se
8735 Dayton Ave N
Seattle, WA 98103
(206)-226-5540

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I. Introduction:

Ryan Lurie (Ryan) and Christine Olivieri (Christine) divorced in July 2007. They were good friends at the time and divorced without attorneys. It was a big mistake because they forgot to list the mortgage as a debt in the Divorce Decree. When they realized it, they got in touch with Chase (the mortgage company) and tried to remove Christine's name from the mortgage (see exhibit 4). Sadly for diverse reasons, Chase was not able to remove Christine's name from the loan. The numerous emails (exhibits 3 and 6) show that from 2007 to July 2009, Ryan agreed to assume the mortgage for the house, he was awarded in the Divorce Decree.

In 2007, Christine and Ryan agreed that Ryan would have two years to pay Christine the remaining \$17,000.00 + interests; she was due from her share of the equity earned in the house. Ryan was supposed to pay Christine in July 2009 the latest. In June 2009, Christine got in touch with Mike Bugni, an attorney, and asked him to write the paperwork necessary to "close" Ryan and Christine divorce (quick claim deed, amended decree of dissolution and full satisfaction of judgment) (exhibit 5). So according to their agreement, Ryan was supposed to refinance in order to pay Christine and remove her name from the

mortgage. Christine called Ryan on June 29th 2009 to tell him that the paperwork was ready to sign. Ryan refused to sign the paperwork! He told Christine that he didn't have the \$ 17,000.00 and that he needed a few more months to work on the house before refinancing it (exhibit 6). He said that by November 2009, the house should be ready and that he could refinance and go through with their agreement. In November 2009, Ryan changed his mind. He decided that he didn't want to refinance, remove Christine's name and pay her (exhibit 7). He asked Christine to sign a HELOC (home equity line of credit). Christine refused because she didn't want to have more financial ties with her ex-husband.

II. No error has been made by The Superior Court; Judge Canova's ruling is accurate

Ryan is trying to use a loophole in the laws to be excused from the \$17,000.00 he owes Christine (exhibits 2 and 1)

Ryan's dad (Ronald Lurie) is a former disbarred lawyer, sent to jail 18 months for perjury. Sadly, he is behind these lawsuits. He advised Ryan on how to use the fact that the mortgage was not addressed in the Divorce Decree, to have

Christine have to pay ½ of the mortgage for the last 3 years and to excuse Ryan would from paying what he owes Christine.

No error has been made by the Superior Court. Yes, the mortgage is not listed on Ryan and Christine's the Divorce Decree. Yes, in the section "3.4" under "Liabilities to be paid by the husband" in the Divorce Decree, the box labeled "does not apply" was checked but in the section "3.5" under "Liabilities to be paid by the wife" in the Divorce Decree, the box labeled "does not apply" was checked as well. Ryan and Christine made an honest mistake by forgetting to list the mortgage in their Divorce Decree. It is obvious with the numerous emails what Ryan and Christine intended to do concerning the house and the loan attached to it. From 2007 until November 2009, Ryan said he would refinance the house, remove Christine's name from the loan and pay Christine the money + interests he owes her. Judge Canova's interpretation of Ryan and Christine's Divorce Decree is not erroneous. After reading the numerous and explicit emails exchanged between Ryan and Christine, since 2007 and after listening to Ryan and Christine at their hearing, Judge Canova knew exactly what Ryan and Christine agreed on concerning the mortgage obligation. Judge Canova decided accordingly and he didn't make any error in his ruling. There Ryan's request to modify, Judge Canova's ruling should be denied.

III. Award attorneys fees to the respondent

Christine makes \$37,500.00 a year. Ryan's lawsuits cost her 2,887.18 dollars: \$120 to Paul Reni (attorney), \$500 to Mike Bugni (attorney), 1,767.18 to Erica Knauf santos (attorney), \$500 for miscellaneous expenses (copies, parking, stamps, gas, etc). (exhibit8)

Christine would like to be awarded 2,887.18 dollars + 12% interests for having to defend herself in the Lurie's lawsuits.

Christine also knows that Ryan's dad will appeal the court of appeal ruling if he can. He will bring the case in front of the Supreme Court. Since, Ronald Lurie got disbarred; he has been suing other entities, every time he got a chance to do so (he even sued a local newspaper).

Conclusion:

Christine requests this court to enforce Judge Canova's rulings that Ryan has to assume 100 % of the mortgage since 2007 and that Christine doesn't have to give Ryan a quick claim deed until Ryan takes full ownership of the house by assuming the financial responsibilities attached to it.

(Christine requests the Court of Appeals to order Ryan to refinance his house and remove Christine's name from the mortgage)

Christine requests the Court of Appeals to deny Ryan's request about Christine paying \$29,949.19, ½ of the mortgage for the period of January 2007 until June 30th 2010 and that Judge Canova's ruling be enforced.

Christine requests the Court of Appeals to award 2,887.18 dollars + 12% interests for having to defend herself against her ex-husband.

Certificate of Service

I, Christine Olivieri, hereby certify than on the 19th of August 2010, the document above was sent to Ryan Lurie, US Mail, postage prepaid to the following address:

Ryan Lurie
15831 12th Ave NE
Shoreline, WA 98155

I certify under penalty of perjury under the laws of Washington that the foregoing is true and correct and the attached correspondence is true and accurate.

Executed August 19th 2010

Christine Olivieri

A handwritten signature in cursive script that reads "Olivieri".

Respondent Pro Se

8735 Dayton Ave N

Seattle, WA 98103

(206)226-5540

Tuesday, April 03, 2007 9:59:51 PM

From: ryan_lurie@comcast.net
To: Christineolivieri@comcast.net

Exhibit 1

Christine,



I'm writing to tell you that I will be doing what we agreed upon with respect to the invested money. You will get \$34000 now, like we said, and I will take the rest to pay off whatever bills I choose. I'll call Duane tomorrow to find out exactly how much money I have invested. I think it's around \$39000. I will subtract \$34000 from the exact number in order to figure out how much is mine. Then I'll take what is mine from the \$9000 I just withdrew, and give you what remains from the \$9000. ~~When I sell the house, or in two years, whichever comes first, I will give you \$10000.~~ Keep in mind that the \$34000 is invested in low risk mutual funds (except for the approx \$4000 cash I'll be giving you tomorrow), so the actual amount may change slightly from day to day. It should continue to go up. Duane's number is (406)585-3939. I've told him I'm sending the letter you and I signed, so he knows what's going on.

About the taxes. I would prefer to pay off what we owe in its entirety right now. I know you said you wanted to pay in installments, but I would prefer to sever all of our financial ties so that, with the exception of house sale, we no longer have these conversations. ~~For suggesting that you receive \$33000 now, and that in 2 years or when I sell the house you get \$17000 rather than \$10000.~~ If you don't like this idea please say so, and please tell me why. But please don't insult me or use sarcasm.

I would also appreciate it if you do the taxes this weekend. I'm going away next weekend and will be busy next week. I don't want to be stressed at the last minute. I would like to help in any way I can. If you like, I could come over Friday, Saturday night, or Sunday night (I'm working this weekend) and enter in all the information so that you can double check rather than do everything from the ground up. I want you to think about this before answering. If you can't commit to getting the taxes done by early next week, I'm going to buy TurboTax and get all the tax documents from you as soon as possible. I don't mind if that's what you decide. Please think about it and make a decision though.

One last thing. I want to tell you what I think about tonight because you say that I keep things bottled up. I can no longer stand you criticizing me and punishing me for things that happened years ago. I can understand being upset that I didn't speak with you before deciding to change the way we agreed to settle our finances. You have a right to anything that concerns you financially. I apologize for that. But you seem to be behaving in order to win an argument that happened 6 years ago. Do you honestly think that anything constructive is going to happen by bringing up our past?.....

I just wrote a long paragraph voicing all my anger over what you said tonight and the way you said it. But I've erased it because I don't see any good coming from it. If you have buried resentment against me for things I've done and said to you, please keep that away from me. I can't spend my entire life apologizing to you and making up for ways that I've hurt you. I've apologized enough, and the time for working things out has passed.

Good night Christine.
ryan

Our Divorce

Exh. bit 2

Saturday, January 24, 2009 1:26:21 PM

From: ryan_lurie@comcast.net

To: christineolivieri@comcast.net

most important one

Hello Christine,

I haven't written this letter yet because it has been difficult. Please understand. Two weeks ago I went to see a lawyer, Laura Banks, in order to see what my rights were with respect to several issues. I am going to tell you what I learned. Please understand that she spoke to me as a consultant, not as my lawyer. I never retained her services. I went to see her in the context of asking questions about our divorce agreement. If you doubt what she has told me, please find a lawyer, talk to him or her, and tell me what you learn. I am not trying to change what we agreed upon, or get back at you for keeping the dogs from me. I only want what is fair according to our divorce decree, and I want third parties to decide what that means.

The first issue concerns the dogs. I have a right to see them Christine. You may not like that fact, but it's a truth that you cannot deny. I miss them. Please let me see them. Tomorrow night would be nice for me. I don't want contact with you, drama, or anything else. I only want to see my dogs. My house is clean and mao has been treated. Please work out a schedule with me that we can each stick to.

The second issue concerns the house. Our divorce decree states very clearly that the house belongs to me. Laura has told me that I am entitled to a quit claim deed from you so that the house be in my name alone. You received \$33000 when we divorced. I should have received the house. But the required paperwork was never prepared and filed. So I am asking that you do so by March 1. If you refuse, I will file a motion asking that you be required to do so. If the court agrees with me, and you still refuse, the court will sign the quit claim deed in your place.

The third issue concerns the mortgage. Laura also told me that I am in no way obligated to assume the mortgage or refinance the house. You are still liable for your share of our mortgage. In section 3.4 of our divorce agreement, a section entitled "Liabilities to be Paid by the Husband", we checked the box "does not apply". If we had agreed that I would assume sole responsibility for the mortgage we would have checked the box which states "the husband shall pay the community or separate liabilities set forth in Exhibit _____". But we didn't. In checking the box that says "does not apply" we specifically agreed that I am not to be held solely accountable for our joint liabilities, i.e., the mortgage. So as it stands, you remain liable for one half of our mortgage.

The fourth issue concerns the \$17000 plus interest that I owe you this year. I haven't \$17000 to give to you at this time. With the market the way it is, Laura does not think that the court would make me sell or refinance the house in order to pay you. I would continue to owe you \$17000 plus additional interest until I can pay you.

I know that you would like to remove your name from the mortgage since you no longer own the house and are worried that if something were to happen to me you would have a huge debt to pay. I also know that you need to remove your name from the mortgage if you want to purchase a condo. Here is what I propose. I will sign what is called a "hold harmless agreement". According to this agreement, you would be held harmless with respect to your mortgage obligations. Basically, a Hold Harmless Agreement means that I take full responsibility for the mortgage. In

exchange for me signing this agreement and taking over responsibility for your half of our mortgage, ~~you would excuse me from the \$17000 plus interest that I owe you~~

for lawsuit

Otherwise, I'll have no choice but to file a motion requesting that you pay me for your half of the mortgage payments for the past 2 years (approx. \$16,200 plus interest), and that you continue to pay one half of the mortgage payments until it is paid in full.

That's what I learned Christine. Please read it over, ask me questions if you like, and find a lawyer to verify, amend, or contest what I've said. If you learn something different I will listen with open ears. I only want what we agreed upon in the divorce decree.

I still truly hope that you lead a happy, long, healthy life Christine. I write this letter with a very sad heart. I never wanted our relationship to come to this.

I wish you the best,
your ex husband
Ryan

And please recognize my right to see the dogs. I miss them terribly.

SmartZone Communications Center Collaboration Suite

christineolivieri@comcast.net

Re: House

Wednesday, July 29, 2009 10:25:15 AM

From: ryan_lurie@comcast.net

To: christineolivieri@comcast.net

Exhibit 3

Hello Christine,

Here's the short response. I have every intention of paying you \$17000 by the end of this year. Our divorce is very unclear about many things, but it's clear in saying that I owe \$17000 in 2009. I'm taking time off from work to work exclusively on the house. I'm going to add a bedroom before getting it reappraised in the fall (hopefully mid september), at which time I'll refinance, remove your name from the mortgage, and receive a Quit Claim deed from you for the Title to my house. All of this, in my opinion, is true to our Divorce Decree. If you think otherwise please tell me. I will listen to what you have to say if you speak/write with calm, non-abusive, non-threatening language. Otherwise, I will have to retain my lawyer and speak thru her.

Also, I want and expect to see Crip. I miss him. You never had nor do you now have a right to keep him from me. Our Divorce Decree is very clear about this as well. I know he is your baby and that he is the most important thing in the world to you. I'm still willing to work out a schedule with you. I'd like to walk him and play with him occasionally. I'd like to sleep with him occasionally. My house is (and always has been *in my opinion*) safe. If you're worried about fleas I'll wash him every time I return him to you. I'm very open and flexible to scheduling possibilities, so long as whatever schedule we decide upon is specific (pick-up/drop-off times and locations) and adhered to. I'd be happy to see him twice a week, be it for a few hours or overnight. The best thing for me right now would be to have you drop him off at my house and pick him up sometime later. I'm working from home. I haven't a vehicle right now so it would be easiest for me to walk him around here. If you think this is unfair because "you are coming to me", please consider that you will have complete control over dropping him off and picking him up and so won't have to worry about my reliability. If you still find this possibility unfair and/or unreasonable, please suggest an alternative and I will consider it with an open mind.

I'm committed to seeing Crip, Christine. If we can't agree on a schedule I will retain my lawyer. She has advised me that the court would solve the problem, *in her opinion*, by fixing a schedule along the lines of "Crip is with you (one week, one month, six months) and with me (the next week, the next month, the next six months) I don't imagine you would like to be away from him for extended periods of time. You might.....I don't know. All I know is that I want and expect to have Crip, we agreed upon that in our Divorce Decree, and that right now we have it in our power to decide upon a schedule that we both like.

The last thing I want to say to you Christine is that I am truly saddened by what's become of you and I. We used to be married. We used to care about and for one another, although not always in the way(s) that were desired or needed. We weren't good for each other. Why can't we just learn that lesson and let go of the anger? I would be so much happier if I were able to believe that we've each moved on with the other's blessing. Wouldn't you?

Exhibit 5

WHEN RECORDED RETURN TO:

MICHAEL W. BUGNI
11320 ROOSEVELT WAY N.E.
SEATTLE, WA 98125

DOCUMENT TITLE	Quit Claim Deed
GRANTOR	Christine Olivieri
GRANTEE	Ryan Lurie
ABBREVIATED LEGAL	Lot 200, Block "H", Home Gardens, Vol. 29, Page 25, King County, WA
ASSESSOR'S PARCEL NO.	343250 1070

QUIT CLAIM DEED

THE GRANTOR, **CHRISTINE OLIVIERI**, for and in consideration of the parties' Decree of Dissolution, King County Superior Court Cause No. 07-3-02651-7 SEA, conveys and quit claims to GRANTEE, **RYAN LURIE**, the following described real estate, situate in the County of King, State of Washington subject to the Promissory Note and Deed of Trust in the amount of \$17,000 dated June 29, 2009, in favor of the Grantor herein.:

Lot 200, Block "H", Home Gardens, according to the plat thereof, recorded in Volume 29 of Plats, page 25, in King County, Washington.

Date: June 29, 2009

CHRISTINE OLIVIERI

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

ON THIS DAY personally appeared before me CHRISTINE OLIVIERI,
personally known to be the individual described in and who executed the within and
foregoing instrument, and acknowledged that she signed the same as her free and voluntary
act and deed for the uses and purposes herein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 29th day of June, 2009.

Printed Name: _____
NOTARY PUBLIC in and for the State
of Washington, residing at _____
My appointment expires _____.

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**IN THE SUPERIOR COURT OF WASHINGTON
IN AND FOR KING COUNTY**

In re the Marriage of:)
CHRISTINE OLIVIERI,) NO. 07-3-02651-7 SEA
Petitioner,) **FULL SATISFACTION OF
JUDGMENT**
and) **[X] Clerk's Action Required**
RYAN LURIE,)
Respondent)

Document Title:	Decree of Dissolution
Judgment Debtor:	Ryan Lurie
Judgment Creditor:	Christine Olivieri
Full Judgment Amount:	\$17,000.00
Full Satisfaction Amount:	\$17,000.00

THIS IS TO CERTIFY that Respondent/Husband, Ryan Lurie, the debtor on a \$17,000.00 judgment in favor of Petitioner/Wife, Christine Olivieri, entered in the parties' Decree of Dissolution as amended June 30, 2009 under King County Cause No. 07-3-02651-7 SEA, has fully satisfied said judgment by paying to Christine Olivieri the amount of \$17,000.00 in connection with his July 2009 refinance of the former family home.

LAW OFFICES
MICHAEL W. BUGNI & ASSOC., PLLC
11320 ROOSEVELT WAY NORTHEAST
SEATTLE, WA 98125
(206) 365-5500 • FACSIMILE (206) 363-8067

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**IN THE SUPERIOR COURT OF WASHINGTON
IN AND FOR KING COUNTY**

In re the Marriage of:)	
)	NO. 07-3-02651-7 SEA
CHRISTINE OLIVIERI,)	
)	AMENDED DECREE OF
Petitioner,)	DISSOLUTION
and)	(Marriage)
)	
RYAN LURIE,)	CLERK'S ACTION REQUIRED:
)	[X] Docket Judgment Per Judgment
Respondent.)	Summary
)	

I JUDGMENT/ORDER SUMMARIES

1.1 RESTRAINING ORDER SUMMARY.

Does not apply.

1.2 REAL PROPERTY JUDGMENT SUMMARY.

Real Property Judgment Summary is set forth below:

Assessor's property tax parcel or account number: 343 250 1070
Or
Legal description of the property awarded (including lot, block, plat, or section, township, range, county and state):
Lot 200, Block "H", Home Gardens, Vol. 29, Page 25, King County, WA
See paragraph 3.2 below for full legal description.

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2 **1.3 MONEY JUDGMENT SUMMARY.**

3 Judgment Summary is set forth below.

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5	A.	Judgment Creditor	Christine Olivieri
6	B.	Judgment Debtor	Ryan Lurie
7	C.	Principal Judgment Amount	\$17,000
8	D.	Interest to date of Judgment	None (per agreement of the parties)
9	E.	Attorney's Fees	N/A
10	F.	Costs	N/A
11	G.	Other Recovery Amount	N/A
12	H.	Principal judgment shall bear interest at 12% per annum after default.	N/A
13	I.	Attorney for Judgment Creditor	Michael W. Bugni
14	J.	Attorney for Judgment Debtor	Ryan Lurie <i>Pro Se</i>

15 **END OF SUMMARIES**

16 **II. BASIS**

17 Findings of Fact and Conclusions of Law were approved and entered on 7/9/07. The parties have since agreed to amend their decree with respect to the former family residence as set forth in paragraph 3.2 below.

18 **III. DECREE**

19 IT IS **DECREED** that:

20 **3.1 STATUS OF THE MARRIAGE.**

21 The marriage of the parties was dissolved on July 9, 2007.

22 **3.2 REAL PROPERTY.**

23 The parties have a community interest in real property located at 15831 – 12th Ave. NE, Shoreline, WA 98155 described as follows:
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2 Lot 200, Block "H", Home Gardens, according to the plat thereof,
3 recorded in Volume 29 of Plats, page 25, in King County,
4 Washington.

5 Said property is to be awarded to the Husband as his sole and separate property, free
6 and clear of any interest in the Wife. The Husband shall assume and pay all taxes,
7 utilities, insurance, mortgage and other obligations on said property and hold the Wife
8 harmless and indemnify her from any liability thereon (including reasonable attorney's
9 fees). In the event of a refinance, Wife's name is to be removed from the mortgage.

10 The Wife agrees to execute a Quit Claim Deed in favor of the Husband, conveying all
11 right, title and interest in and to the aforesaid real property to the Husband, in
12 exchange for the Wife receiving judgment lien against the property in question in the
13 amount of \$17,000 as set forth in paragraph 1.3 above. Husband proposes to pay Wife
14 through a refinance in July of 2009 and Wife agrees to waive any accumulated interest
15 under the terms of the 7/9/07 Decree. Wife further acknowledges that she has already
16 received the \$33,000 in mutual funds awarded to her in the 7/9/07 Decree. Total
17 payoff will be \$17,000 if paid on or before 7/21/09. Interest thereafter shall be at the
18 judgment rate as against any outstanding principal still owed. Wife to place a quit
19 claim deed in escrow with Husband's lender, along with escrow instructions and a full
20 satisfaction of judgment. Lender may not record same until the time said refinance is
21 closed and the sum of \$17,000 has been released to Wife.

22 **3.3 PERSONAL PROPERTY AWARDED TO THE HUSBAND.**

23 Same as per 7/9/07 Decree of Dissolution.

24 **3.4 PESONAL PROPERTY AWARDED TO THE WIFE.**

25 Same as per 7/9/07 Decree of Dissolution. As set forth in paragraph 3.2 above, Wife
has already received the \$33,000 in Mutual Funds and hereby acknowledges receipt of
same.

3.5 LIABILITIES TO BE PAID BY THE HUSBAND.

Same as per 7/9/07 Decree of Dissolution.

3.6 LIABILITIES TO BE PAID BY THE WIFE.

Same as per 7/9/07 Decree of Dissolution.

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3.7 HOLD HARMLESS PROVISION.

Each party shall hold the other party harmless from any collection action relating to separate or community liabilities set forth above, including reasonable attorney's fees and costs incurred in defending against any attempts to collect an obligation of the other party.

3.8 MAINTENANCE.

Does not apply.

3.9 CONTINUING RESTRAINING ORDER.

Does not apply.

3.10 PROTECTION ORDER.

Does not apply.

3.12 JURISDICTION OVER THE CHILDREN.

Does not apply.

3.13 PARENTING PLAN.

Does not apply.

3.14 CHILD SUPPORT.

Does not apply.

3.15 ATTORNEY'S FEES, OTHER PROFESSIONAL FEES AND COSTS.

Does not apply.

3.16 NAME CHANGES.

The Wife's name was changed to Christine Laurie Olivieri per the 7/9/07 Decree.

1
2 **3.17 OTHER.**

3 Each party shall have equal time with their two dogs.
4

5 DATED: _____
6 JUDGE/COURT COMMISSIONER

7
8 Petitioner or Petitioner's Attorney:
9 A signature below is actual notice of this order.
10 [X] Presented by:

11 MICHAEL W. BUGNI & ASSOC., PLLC

12 _____
13 MICHAEL W. B UGNI, WSBA #13441
14 Attorney for Petitioner
Date: _____

15 _____
16 CHRISTINE OLIVIERI
17 Petitioner
Date: _____

18
19 Respondent or Respondent's Attorney:
20 A signature below is actual notice of this order.
21 [X] Approved for Entry:
22 [X] Notice for presentation waived:
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26 _____
27 RYAN LURIE
28 Respondent *Pro Se*
29 Date: _____

View Bill

Bill date: 05/25/2009

\$111.93

4/25/09 - 5/24/09

View Bill

Bill date: 04/25/2009

\$135.48

3/25/09 - 4/24/09

View Bill

Bill date: 03/25/2009

\$67.68

2/25/09 - 3/24/09

Ryan cell's is 206 359 5514

I called Ryan at 7:30 am on Monday 29th of June 09

I got the modified divorce decree + quick claim deed from niki Bugni, the 28th of June 09 -

Bill Summary

Service charges CHRISTINE 206-226-5540
6/25/09 - 7/24/09

- Voice
- Messaging
- Data
- Premium services

Local, long distance, international

Total voice use: 1,497 minutes
Total voice charges: \$7.60

Back to Bill Summary

Show All Columns

Date	Time	Destination	Number	Call Type	Minutes	Charges
6/28/09	8:44 AM	Incoming	206-890-7406		5	-
6/28/09	8:57 AM	Incoming	206-890-7406		3	-
				(G) Help me!!! (G) VoiceMail call		
6/28/09	10:31 AM	Vm Retrieval	123	Minutes used when you use your T-Mobile phone to check your voicemail messages.	2	-
				(G) Help me!!! (G) VoiceMail call		
6/28/09	12:54 PM	Vm Retrieval	123	Minutes used when you use your T-Mobile phone to check your voicemail messages.	1	-
				(T) Help me!!! (T) T-Mobile number		
				Minutes used during calls between T- Mobile		

Date	Time	Location	Number	Description	Duration	Cost
6/28/09	1:19 PM	Seattle, WA	<u>206-527-3216</u>	customers within the T-Mobile network. Calls placed within North and South Carolina and certain parts of Iowa (area codes 319, 563, and 712), Wisconsin (area code 608), and Michigan (area code 906) are serviced by T-Mobile roaming partners and are not included in this category.	2	-
6/28/09	1:21 PM	Seattle, WA	<u>206-954-2602</u>	(G) Help me!!! (G) VoiceMail call	6	-
6/28/09	6:25 PM	Seattle, WA	<u>206-595-2405</u>		2	-
6/28/09	9:10 PM	Vm Retrieval	123	Minutes used when you use your T-Mobile phone to check your voicemail messages.	1	-
6/29/09	6:59 AM	Incoming	<u>206-890-7406</u>	(A) Help me!!! (A) Call waiting	9	-
6/29/09	7:18 AM	Seattle, WA	<u>206-890-7406</u>		2	-
6/29/09	7:19 AM	Incoming	<u>206-890-7406</u>	Minutes used to manage more than one call using call-waiting. Time is charged for the length of both completed calls.	2	-
6/29/09	7:30 AM	Seattle, WA	<u>206-359-5514</u>	(T) Help me!!! (T) T-Mobile number	6	-
				Minutes used during calls between T-Mobile customers within the T-Mobile network. Calls placed within North and South Carolina and certain parts of Iowa (area codes 319, 563, and		

6/29/09	7:35 AM	Seattle, WA	206-359-5514	<p>712), Wisconsin (area code 608), and Michigan (area code 906) are serviced by T-Mobile roaming partners and are not included in this category.</p> <p>(T) Help me!!!</p> <p>(T) T-Mobile number</p> <p>Minutes used during calls between T-Mobile customers within the T-Mobile network. Calls placed within North and South Carolina and certain parts of Iowa (area codes 319, 563, and 712), Wisconsin (area code 608), and Michigan (area code 906) are serviced by T-Mobile roaming partners and are not included in this category.</p>	1	-
6/29/09	7:35 AM	Incoming	206-359-5514	<p>(A) Help me!!!</p> <p>(A) Call waiting</p> <p>Minutes used to manage more than one call using call waiting. Time is charged for the length of both completed calls.</p> <p>(T) Help me!!!</p> <p>(T) T-Mobile number</p> <p>Minutes used during calls between T-Mobile customers within the T-Mobile network. Calls placed within</p>	1	-

6/29/09	7:37 AM	Incoming	206-359-5514	North and South Carolina and certain parts of Iowa (area codes 319, 563, and 712), Wisconsin (area code 608), and Michigan (area code 906) are serviced by T-Mobile roaming partners and are not included in this category. (G) Help me!!!	1	-
6/29/09	7:59 AM	Vm Retrieval	123	(G) VoiceMail call Minutes used when you use your T-Mobile phone to check your voicemail messages. (G) Help me!!!	1	-
6/29/09	8:00 AM	Vm Retrieval	123	(G) VoiceMail call Minutes used when you use your T-Mobile phone to check your voicemail messages. (G) Help me!!!	3	-
6/29/09	9:15 AM	Vm Retrieval	123	(G) VoiceMail call Minutes used when you use your T-Mobile phone to check your voicemail messages. (T) Help me!!!	2	-
6/29/09	11:09 AM	Seattle, WA	206-407-5878	(T) T-Mobile number Minutes used during calls between T-Mobile customers within the T-Mobile network. Calls placed within North and South Carolina and certain parts of Iowa (area codes 319, 563, and 712), Wisconsin	9	-

Exhibit 6

SmartZone Communications Center Collaboration
Suite

christineolivieri@comcast.net

RE: Money

Friday, September 04, 2009 2:55:09 PM

From: ryan_lurie@hotmail.com

To: christineolivieri@comcast.net

Christine,

I don't need to apologize to you or earn your trust in order to see Crip. We agreed in the divorce that I can see him up to 2 weeks per month. Period. No conditions. You refused to honor that. You kept him from me even though you had no right to do so. That is why we went to see a counselor. You then barged into my home uninvited and took both him and vag from me in front of company. I could have filed charges for both theft and home invasion. You then canceled our counseling sessions. You refused to see Lynn, even though I wished to continue working with her and you for a solution. I wrote the email to you in absolute desperation to get you out of my life. Rather than agree to a written schedule you decided to keep the dogs from me. I realize now that the email was a mistake, but I also realize that it in no way affects what we agree to when we signed the divorce decree issued by the court.

I am not asking for permission to see crip. I don't need permission. I have a right to see him according to the same laws that ensure you receive an additional \$17000. And just to be clear, the money I owe you is a separate issue than my right to see crip. If you refuse to let me see Crip I will still owe you money. And I fully intend to pay you what I owe you.

But please understand that I am willing to retain a lawyer in order to present to a judge the situation regarding Crip if you continue in your unwillingness to cooperate. I don't want to do that Christine. It will be expensive- for both you and me, regardless of whether or not the court agrees with me. I will ask that you pay my legal fees. There is also a good chance that if the court agrees that I have a right to see Crip we will end up with a solution that neither you nor I prefer. As I said in an earlier email, the lawyer(s) I have spoken to have advised me that the court would probably assign Crip to me in two week blocks (or month long blocks, or some variation). Which is not ideal, but is a thousand times better than the present situation.

All I am asking is that we agree to a schedule whereby I get to see Crip twice a week (or more if you would prefer) As I said, I am open to discussing your preferences so long as we put everything in writing in order to be as clear as possible. No argument. No fighting. No contact, except for drop offs and pick ups. Please think this through Christine.

~~As for the money, I don't think that it's realistic to expect anything in November. The best case scenario is that I would get the house appraised in November. After the appraisal, I've been told, there would still be a month or two before any refinancing could be closed. I may be mistaken. But as I've said I have no desire to drag this out anymore than necessary. If I could refinance in a day I would. And again, just to be clear, I am trying to get my house in condition for appraisal by November. I sincerely hope I succeed. But I'm not making promises so please don't create a scenario that would have you believe I mislead you if, come November, my house is not ready to be appraised.~~

To a new subject, thank you for your well wishes with respect to my mom's surgery. It went as well as could be expected. She had a spinal fusion. It was yesterday and today she is walking, so that's good. I'll pass your thoughts on to her.

And lastly, Christine, I hope you do start your own business. I truly believe that you would be an exceptional business owner, no matter the business. There are many things about you that I have a great difficulty understanding and accepting, but I believe that in the realm of nutrition, food, cooking, and health, few people are capable of offering what you can offer. Please know that you have nothing, but my best wishes for your success.

Take care Christine,
ryan

Exhibit ~~4~~

SmartZone Communications Center Collaboration Suite

christineolivieri@comcast.net

crip and other

Tuesday, October 06, 2009 9:05:24 AM

From: ryan_lurie@comcast.net

To: christineolivieri@comcast.net

Hello Christine,

Am I able to see Crip this week?

Also, I'm going to need to get a second mortgage on the house (a HELOC) to finish it. In order to do so, I'll need your signature because your name is still on the title to the house. Will you be willing to sign? You won't be liable in any way for the heloc- everything relating to the second mortgage will be in my name alone. Please let me know as soon as possible.

ryan

Exhibit 8

Christine



LAW OFFICES of MICHAEL W. BUGNI & ASSOCIATES, PLLC

11320 ROOSEVELT WAY NORTHEAST
SEATTLE, WASHINGTON 98125
P: 206.365.5500 F: 206.363.8067
info@lawgate.net

Christine Olivieri
2611 NE 195th Ln., #D9
Shoreline WA 98155

Page: 1
06/23/2009
Account No: 3729-00M
Statement No: 1

Re: Post-Dissolution

Fees

		Hours	
06/10/2009	MWB Confer with client. Review original divorce pleadings. Work re drafting Quit Claim Deed and Judgment Summary for final payoff on property. Work re setting up file.	0.60	195.00
06/11/2009	MWB Work re revised Decree, Judgment Summary and Quit Claim Deed. Work re file.	0.20	65.00
	For Current Services Rendered	0.80	260.00
	Total Current Work		260.00
	Balance Due		<u>\$260.00</u>

(\$240 will be billed next month
= \$500 total)

chg 10/15

Please be advised that 15 days from the date of this statement your trust fund balance (if applicable) will be adjusted to pay the balance due on your account. If there are insufficient funds in your account to pay the current balance, please remit any amounts still owing within 20 days or less of your receipt of this invoice.

VISA AND MASTERCARD ACCEPTED

Christine Olivieri
2611 NE 195th Ln., #D9
Shoreline WA 98155

Page: 1
07/26/2009
Account No: 3729-00M
Statement No: 2

Re: Post-Dissolution

Previous Balance \$260.00

Fees

Hours

06/28/2009	MWB Draft revised Decree of Dissolution, with corrected judgment summary. Draft Quit Claim Deed. Draft Escrow Instructions for Chase Home Finance. Draft Full Satisfaction of Judgment. Phone conference with client. Confer with paralegal re Real Estate Excise Tax Affidavit. Work re file. (\$390.00 Charge REDUCED to \$240.00)	1.20	240.00
07/09/2009	MWB E-mail from client re status of final documents (n/c). For Current Services Rendered	1.20	240.00
	Total Current Work		240.00

Payments

07/15/2009 Less Payment Received - Check # 1015 -260.00

Balance Due

Chg 1020

\$240.00

Please be advised that 15 days from the date of this statement your trust fund balance (if applicable) will be adjusted to pay the balance due on your account. If there are insufficient funds in your account to pay the current balance, please remit any amounts still owing within 20 days or less of your receipt of this invoice.

Exh. bit 4

March 15-31, 2010 FRONT PAGE INVOICE

Date: 31-Mar-10

To: Christine Olivieri

From: Knauf Santos Law, PLLC
3518 Fremont Ave. N. #120
Seattle, WA 98103

Attorney Time	
Hourly Rate (USD)	220
Total Hours Worked	1.3
Total Adjusted Hours	0.5
Pre-Adjusted Amount	286.00
Adjusted	110.00
Less Adjustment	176.00
Subtotal	176.00

Additional Costs	\$0.00
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PAST DUE BALANCE	\$0.00
PAST RETAINER BALANCE	\$0.00
CURRENT AMOUNT DUE	\$176.00
DEPOSIT INTO RETAINER	\$1,200.00
PAYMENT	\$0.00
RETAINER BALANCE	\$1,024.00

TOTAL AMOUNT DUE	\$0.00
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March 15-31, 2010 DETAILED INVOICE

Date:	31-Mar-10	
To:	Christine Olivieri	
From:	Knauf Santos Law, PLLC	
	3518 Fremont Ave. N. #120	
	Seattle, WA 98103	
Attorney Time		
Hourly Rate (USD)		
220		
Date	Time	Description of work
3/31/2010	1.2	meeting
		Adjustments
		0.5--no charge
3/31/2010	0.1	NOA, NOU and email to the court and Christine
total hours worked	1.3	total adjusted hours
		0.5
pre-adjusted	286.00	
adjustment	110.00	
less adjustments	176.00	
subtotal	176.00	
Date	Item	Additional Costs
TOTAL		
		\$176.00
	Total	\$176.00
TOTAL HOURS WORKED		
LESS		
ADJUSTMENTS		0.8

April 1-14, 2010 FRONT PAGE INVOICE

Date: 15-Apr-10

To: Christine Olivieri

From: Knauf Santos Law, PLLC
3518 Fremont Ave. N. #120
Seattle, WA 98103

Attorney Time	
Hourly Rate (USD)	220
Total Hours Worked	0.9
Total Adjusted Hours	0
Pre-Adjusted Amount	198.00
Adjusted	0.00
Less Adjustment	198.00
<hr/>	
Subtotal	198.00

Additional Costs	\$0.00
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PAST DUE BALANCE	\$0.00
PAST RETAINER BALANCE	\$1,024.00
CURRENT AMOUNT DUE	\$198.00
DEPOSIT INTO RETAINER	\$0.00
PAYMENT	\$0.00
RETAINER BALANCE	\$826.00

TOTAL AMOUNT DUE	\$0.00
-------------------------	---------------

April 1-14, 2010 DETAILED INVOICE

Date:	15-Apr-10		
To:	Christine Olivieri		
From:	Knauf Santos Law, PLLC		
	3518 Fremont Ave. N. #120		
	Seattle, WA 98103		
Attorney Time			
Hourly Rate (USD)			
220			
Date	Time	Description of work	Adjustments
4/14/2010	0.1	email from and to Christine	
4/14/2010	0.8	review all documents including new docs sent by Ryan	
total hours worked	0.9	total adjusted hours	
pre-adjusted	198.00		
adjustment	0.00		
less adjustments	198.00		
subtotal	198.00		
Date	Item	Additional Costs	Adjustments
TOTAL			
			\$198.00
	Total		\$198.00
TOTAL HOURS WORKED LESS ADJUSTMENTS			0.9

April 15-30, 2010 FRONT PAGE INVOICE

Date: 1-May-10
To: Christine Olivieri
From: Knauf Santos Law, PLLC
3518 Fremont Ave. N. #120
Seattle, WA 98103

Attorney Time	
Hourly Rate (USD)	220
Total Hours Worked	6.1
Total Adjusted Hours	0.3
Pre-Adjusted Amount	1,342.00
Adjusted	66.00
Less Adjustment	1,276.00
Subtotal	1,276.00

Additional Costs	\$29.18
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PAST DUE BALANCE	\$0.00
PAST RETAINER BALANCE	\$826.00
CURRENT AMOUNT DUE	\$1,305.18
DEPOSIT INTO RETAINER	\$0.00
PAYMENT	\$0.00
RETAINER BALANCE	\$0.00

TOTAL AMOUNT DUE	\$479.18
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April 15-30, 2010 DETAILED INVOICE

Date:	1-May-10		
To:	Christine Olivieri		
From:	Knauf Santos Law, PLLC		
	3518 Fremont Ave. N. #120		
	Seattle, WA 98103		
Attorney Time			
Hourly Rate (USD)			
220			
Date	Time	Description of work	Adjustments
4/15/2010	2.3	draft response, call to Christine, discuss revisions, make revisions, attorney fee declaration, prepare documents for e-filing, e-file, email to Ryan, prepare hard copies to be mailed to ryan	
4/19/2010	0.5	review reply, forward to Christine, email and call Angela at courthouse, send Christine's response materials from orig hearing	
4/20/2010	2	hearing	
4/21/2010	0.5	read and respond to email, call to Lorrie	0.3--no charge
4/21/2010	0.2	draft letter to ryan	
4/28/2010	0.1	call to Christine, email from and to Ryan	
4/29/2010	0.5	call to Christine	
total hours worked	6.1	total adjusted hours	0.3
pre-adjusted	1,342.00		
adjustment	66.00		
less adjustments	1,276.00		
subtotal	1,276.00		
Date	Item	Additional Costs	Adjustments
4/15/2010		\$4.80 postage	
4/15/2010		\$1.40 copies	
4/15/2010		\$22.98 working copies	
TOTAL			\$29.18
			\$29.18
			\$1,276.00
	Total		\$1,305.18
TOTAL HOURS WORKED LESS ADJUSTMENTS			5.8

May 15-31, 2010 FRONT PAGE INVOICE

Date: 31-May-10

To: Christine Olivieri

From: Knauf Santos Law, PLLC
3518 Fremont Ave. N. #120
Seattle, WA 98103

Attorney Time	
Hourly Rate (USD)	220
Total Hours Worked	0.1
Total Adjusted Hours	0
Pre-Adjusted Amount	22.00
Adjusted	0.00
Less Adjustment	22.00

Subtotal	22.00
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Additional Costs	\$0.00
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PAST DUE BALANCE	\$0.00
PAST RETAINER BALANCE	\$110.00
CURRENT AMOUNT DUE	\$22.00
DEPOSIT INTO RETAINER	\$0.00
PAYMENT	\$0.00
RETAINER BALANCE	\$88.00

TOTAL AMOUNT DUE	\$0.00
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May 15-31, 2010 DETAILED INVOICE

Date:	31-May-10		
To:	Christine Olivieri		
From:	Knauf Santos Law, PLLC 3518 Fremont Ave. N. #120 Seattle, WA 98103		
Attorney Time			
Hourly Rate (USD)			
220			
Date	Time	Description of work	Adjustments
5/25/2010	0.1	email from and to Christine	
total hours worked	0.1	total adjusted hours	
pre-adjusted	22.00		
adjustment	0.00		
less adjustments	22.00		
subtotal	22.00		
Date	Item	Additional Costs	Adjustments
TOTAL			
			\$22.00
	Total		\$22.00
TOTAL HOURS WORKED LESS ADJUSTMENTS			0.1



#49553 Susan E Foster

Payroll Register (S109)	
Check Date	4/30/2010
Period Range	4/16/2010 To 4/30/2010
Week Number	Week #18

Employee Information :

Employee Name : SSN : State : PayFrequency : Chk.Num Check Type

Earnings :						Deductions :		
Description	Rate Of Pay	Current Period Hours	Current Period Amount	YTD Hours	YTD Amount	Description	Current Period	YTD
Client: Christine		*****5042	WA				177,677	R
01 Salary	0.00		1,562.50		12,500.00	Federal (S/1)	164.64	1,303.14
03 Hourly Rate 2	0.00	86.67	0.00	346.68	0.00	OASDI	96.88	775.04
						Medicare	22.66	181.28
Total Tax:							284.18	2,259.46

Employee Total : 86.67 1,562.50 346.68 12,500.00 **NET CHECK 1,378.32 10,340.54**

Client Information :

01 Salary		1,562.50		12,500.00	Federal	164.64	1,303.14
03 Hourly Rate 2		86.67	0.00	346.68	OASDI	96.88	775.04
					Medicare	22.66	181.28
Client Total:					Employee Taxes	284.18	2,259.46
					ER OASDI	96.88	775.04
					ER Medicare	22.66	181.28
					ER SUI	0.00	50.00
					WA Admin Fund	0.47	3.75
					WA SUI	14.84	53.13
					Employer Taxes	134.85	1,069.21
Total debit from account: 419.03					Client Total Tax:	419.03	3,328.67