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**COURT OF APPEALS
DIVISION I
OF THE STATE OF WASHINGTON
Case No. 72459-2-1**

In Re the Marriage of:

JOHN PHILLIP HALL,
Appellant/Petitioner,

And

DIANE HALL aka VAN NATTER,
Respondent/Respondent.

FILED
COURT OF APPEALS DIV I
STATE OF WASHINGTON
2015 MAR 30 PM 4:46

APPELLANT'S REPLY BRIEF

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I. INTRODUCTION

Appellant John Hall, petitioner below, submits this reply brief in support of his appeal of the trial court's orders.

II. REPLY TO COUNTERSTATEMENT OF FACTS

As the Edmonds condominium property was "underwater", it was the logical and most efficient course of action for the petitioner and his counsel to pursue loan modification under the auspices of the FFA. RP 6-7. In making unsubstantiated and irrelevant assertions relating to claims of "violence", respondent would appear to be misplacing reliance on petitioner's motion to compel as support for such claims. CP 162-210.

Lastly, while correspondence of respondent's counsel referenced in the response trumpets her "willingness" to be cooperative in Mr. Hal's refinance efforts, there still remains the undisputed fact that she never in fact provided any such cooperation. The respondent also continues to conflate Mr. Hall's request for her cooperation as demanded by the lender and to which she had agreed under the decree, as a request for her to be a "co-borrower", which he never requested. Respondent's counterstatement of facts also appears to again ignore the June 5,

2014, correspondence of petitioner's prior counsel expressly laying out the arguments being made here again. CP 207-208.

III. REPLY ARGUMENT

A. Despite Offers of Cooperation, Respondent Never Provided Any Assistance to Petitioner's Loan Modification Efforts.

While the respondent argues in her response that she was willing to offer cooperation to the petitioner's efforts to refinance and/or modify the condominium loan, it remains undisputed that she never in fact provided any such cooperation despite repeated requests from the petitioner himself and his counsel. CP 207-208. To briefly reiterate, paragraph 3.6 of the agreed decree provides in part that "each party shall promptly execute any documents or provide any reasonable assistance necessary to effectuate the transfer of property or other terms of this Decree." CP 176.

Additionally, as the correspondence of petitioner's counsel laid out in the original motion to compel and reply, the respondent was only being asked to provide a limited power of attorney, as requested by the lender, and at no point was petitioner asking that she be a "co-borrower". RP 14; CP 207-208. Respondent's argument to that effect would appear to have no foundation in any

of petitioner's multiple requests for assistance and appears designed to confound reasonable analysis of the facts in the record.

B. Given the Clear Intent of the Parties that Petitioner Should Receive Edmonds Condominium, Equity Still Demands that Decree Should Be Upheld Given the Minimal Harm to the Respondent and Devastating Impact to Petitioner.

While the respondent would appear to imply that the negotiated settlement agreement between the parties may have been unfair in some manner to the respondent, it was in fact the agreement reached by both parties represented by counsel. As such, any later misgivings of a party should not be allowed to permit active or passive obstruction of the clear terms of that agreement. Furthermore, as the record indicates any loan modification would not be likely to produce any dividend for the respondent, neither forced sale nor foreclosure of the property would appear to provide any economically rational benefit to her. In fact foreclosure with her name on the title would potentially have more adverse consequences than assisting in the petitioner's modification efforts.

Given the relatively minimal impact, if any, on the respondent of remanding this matter to allow the petitioner to pursue his loan modification efforts and prevent the devastating

impact of foreclosure of a retiree's primary residence, equity clearly requires that the Court give the full intended effect to the agreement of the parties.

IV. CONCLUSION

For these reasons, this matter should be remanded to the trial court with instruction to effect the parties' original intent to divide their property, specifically compelling the respondent's assistance as necessary in loan modification and/or refinance efforts.

Respectfully submitted this 30th day of March, 2015.



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No. 72459-2-1
(Superior Court No. 13-3-00822-1)

DECLARATION OF SERVICE

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2015 MAR 30 PM 4:46

I, Christopher Kerl, hereby declare that on the 30th day of March, 2015, I caused
a true and correct copy of the following:

1. Appellant's Reply Brief;

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DECLARATION OF SERVICE - 1

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