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COURT OF APPEALS, DIVISION I  
OF THE STATE OF WASHINGTON

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COURT OF APPEALS DIVISION I  
STATE OF WASHINGTON

Azeem A. Khan,  
Appellant,  
v.  
Alina Farooq,  
Respondent

ON APPEAL FROM THE SUPERIOR COURT OF THE STATE OF WASHINGTON FOR  
KING COUNTY

The Honorable Kimberly Prochnau

REPLY BRIEF RESPONDENT

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**1. Summary of Argument:**

Mr. Khan stated that the court lacked authority under CR6(b)(2) but Court Papers will show that not only did Ms. Farooq properly file the response but it was in fact Mr. Khan's counsel, Ms. Marcia Fischer of the Tsai Law firm, who neglected to properly notify respondent that she had withdrawn. Teri Bush, the bailiff to Judge Prochnau, also indicated to respondent that documentation in regards to reconsideration was in fact properly served, delivered and sent to the firm.

Mr. Khan's counsel neglected to properly notify Ms. Farooq that Mr. Khan's then counsel, Ms. Marcia Fischer, is no longer the attorney but both parties came into agreement to extend the reconsideration date and waive thge rights and show that both sides of the counsel extended dates under CR59(b).

There was no need to apply RCW 26.09.060 because Mr. Khan claimed he was not married to Ms. Farooq and nowhere in the final order does it says he voluntarily paid in monthly installments. That amount that Mr. Khan paid is for mortgage payments which he was paying to maintain his own property as he is still benefitting from that. Ms. Farooq was not awarded maintenance and the temporary child support that Mr. Khan was supposed to be paid was never paid. Mr. Khan still until this day has not paid a penny of child support nor is he properly maintaining insurance that he is being credited for

Ms. Farooq argues that this court did make an error when it failed to recognize Art. IV sec. I, U.S. Constitution where Washington gives full faith and credit to the public acts, records and judicial proceedings of her sister states. A wedding is

a public act and record. The wedding was set before 300 plus people and it was recorded several times by sending out of invitation that indicated “wedding,” attendance of invitees to the wedding, public video footage of the wedding and lastly marriage license that was recorded in the State of Washington in September 2011. Lastly, a licensed Imam (Islamic Priest) validated and solemnized the wedding and dowry with both appellant and respondents signature. Therefore, based on the law of the community property Ms. Farooq should be receive today’s appreciated value of the Sammamish residence and 50% of the value of the Federal Way property as both parties pooled monies to buy the Sammamish residence and Ms. Farooq paid extensive monies to Mr. Khan to fix his Federal Way property by replacing windows, repainting the property and getting the home cleaned and helped find tenants. It is unfair that Mr. Khan benefits off of her hard-earned work and money. Court erred in making a Just and Equitable distribution of Community Property because the parties were married and more overall monies had been pooled together to purchase the properties and have work completed on Mr. Khan’s rental property.

Mr. Khan on the day of the wedding signed a contract that this court did not enforce. Based on Washington Courts a contract of dowry based on neutral principles of contract, not religious beliefs or policies. For a valid contract to exist, there must be a mutual assent, offer, acceptance and consideration. In the evidence presented there was mutual assent, offer, acceptance and consideration, which was also presented in video evidence. The court should enforce this

contract of 25,000USD to be paid to Ms. Farooq. Significant evidence show that Mr. Khan accepted and was in mutual agreement.

Lastly, the trial erred in denying Respondent accurate judgement for domestic violence, back child support and should have awarded her attorney's fees, clerk fees and all fees pertaining to the fraud and domestic violence committed by Mr. Khan. Mr. Khan has been charged with theft and compelling evidence throughout trial showed that Mr. Khan refused to pay several people including Mr. Jason Brown and is still doing the same by asking this court to reverse the decision and then deduct 35,500, so that would make the balance zero. Also, Mr. Khan was charged with domestic violence and due to his immigration it was plead down to malicious mischief. Criminal court had decided through pictures of Ms. Farooq's face, body, pictures of broken doors and elderly witnesses that Mr. Khan beat the living day lights out of Ms. Farooq, while she was pregnant. The court indicated that Ms. Farooq should not be awarded 25,000USD for the 18ct diamond that Mr. Khan destroyed during his domestic violence towards Ms. Farooq and she should be awarded for the replacement value for her necklace. Mr. Khan also has Ms. Farooq's Rolex gifted to her by her grandfather with a diamond bezel, which needs to be promptly returned.

Appellant has not changed his behavior instead he has been charged again with assault for smashing a guys head open to only show this court that domestic violence did in fact occur and the repetitive behavior merits the weight of the initial claim that was made by the respondent. There is a civil lawsuit filed against Mr. Khan for damages due to that incident.

Ms. Farooq incurred significant amount of bills due to Mr. Khan and ask that Mr. Khan pay for attorney fees and all cost related to the appeal process. It's absolutely unfair to ask someone to pay for attorney fees when it was the Mr. Khan's behavior and his fraud that brought this case on. He made false promises and should give her every penny of her hard earned money that was blown on his stupidity.

The only one who knew what the true intent was, was Mr. Khan. He sent out invitations to his friends and family and showed everyone he was getting married. Further, he made promises to the Farooq family not only get the marriage license in Washington but also pay 50% of the cost incurred, which Mr. Khan did not. Ms. Farooq respectfully asks to be reimbursed 50% of the wedding expense.

**B. ASSIGNMENT OF ERROR**

- 1) Pursuant to Further on October 13th, 2014. Both parties agreed and pursuant to Judge Prochnau's letter ruling dated October 13th, 2014 both parties agreed to waive CR 59(b) requirement that the motion for reconsideration be filed within 10 days from entry of the Judgement unless the court directs otherwise. In this case, the court did direct otherwise based upon mutual agreement between Appellant counsel and Respondent.
- 2) There was no need to apply RCW 26.09.060 because Mr. Khan claimed he was not married to Ms. Farooq and nowhere in the final order does it says he voluntarily paid in monthly installments. That amount that he "voluntarily paid" is for mortgage payments which he was paying to maintain his own property as he is still benefitting from that. Ms. Farooq was not awarded maintenance and the temporary child support that Mr. Khan was supposed to

pay was never paid. In court Mr. Khan provided fraudulent checks that were never given to counsel nor commissioned.

**C. ISSUES PERTAINING TO ASSIGNMENTS OF ERROR**

1. There was no need for the court to apply CR59(b) and CR 6(b) to this case in question of law because CR6(c) indicates Saturday and Sundays are considered holidays and Ms. Farooq filed well within the 10 day time period AND under CR 59(b), which was also acknowledged by the bailiff for Judge Prochnau. Also, both parties agreed and pursuant to Judge Prochnau's letter ruling dated October 13th, 2014 both parties agreed to waive CR 59(b) requirement that the motion for reconsideration be filed within 10 days from entry of the Judgement. The court did direct otherwise based upon mutual agreement between Appellant and Respondent (Response to Assignment of Error 1.)
  
2. RCW 26.09.060 was properly applies, while Mr. Khan did not pay \$42,700 in child support, he only paid roughly \$13k. The remainder of the proceeds he used to pay and maintain the property that is titled under his name. During trial, the court did not find that the payments were made, but in fact the checks that Mr. Khan wrote were falsified as they were not commissioned nor did his bank accounts show that the checks were commissioned. The trial court did not commit legal error. In fact, Mr. Khan has still not paid any child support and still fails to maintain any sort of insurance for the child(Assignment of Error 2).

## D. STATEMENT OF THE CASE

### 1. Procedural History.

Ms. Farooq and Mr. Khan separated on February 23<sup>rd</sup>, 2013 after meeting and getting married on September 11<sup>th</sup>, 2011 and later had a religious wedding involving over 300 people in May 2012. **(CP 29,30,32,31,59,23 and supplemental clerks papers showing marriage license)**. The marriage ended due to the EXTREME amounts domestic violence acts that were occurring towards Ms. Farooq. Mr. Khan hit Ms. Farooq with the car while she was 6 months pregnant and left bruises and marks all over her face and body. Mr. Khan plead guilty on charges of domestic violence and was caught engaging and soliciting in prostitution.

While the planning on the wedding was taking place the couple purchased a home together, which Ms. Farooq put \$57,000 of her own money towards the purchase of the property **(CP 37)**. After the separation Wells Fargo did an audit check and discovered that Ms. Farooq's name was not on title and that Mr. Khan had forged her signature on a gift letter that she was unaware of **(CP 38)**. The home was purchased as a community property and both lived in property from the date of purchase until Mr. Khan was removed.

The matter went to trial from July 28<sup>th</sup>, 2014 to August 28<sup>th</sup>, 2014, after which the court entered Findings of Fact and Conclusion of Law, a Decree of Dissolution, a Parenting Plan and an Order of Child Support on September 5<sup>th</sup>, 2014

Post-trial, Mr. Khan filed a Motion for Reconsideration after the final orders, Ms. Farooq also filed a Motion for Reconsideration. Pursuant to CR 59(b) both parties agreed to extend the time, due to the fault of counsel changing on the Appellants side without proper notification to the Respondent. Amended final orders were entered on November 14, 2014.

2. **Relevant Facts.**

Mr. Khan and Ms. Farooq met online February and then met in person in May of 2011. Both the individuals knew they wanted to get married and through customary traditions in July 2011 the mother of Ms. Farooq spoke to the Aunt of Mr. Khan and agreed to engagement.

Both Ms. Farooq and Mr. Khan spent several weeks per month, 2 to 3 weeks living with each other in Seattle, WA. The couple were, what Ms. Farooq thought, married in September 11<sup>th</sup>, 2011. Both individuals were living together in Seattle, WA, while Ms. Farooq returned to Atlanta, GA to run her business and to plan for the wedding (**CP 31**).

In May 2012 the couple was then wed before 300+ people, the wedding under the eyes of the Pakistani American Community both were husband and wife. Also, under RCW 26.04.120 marriages entered into according to religious ritual are also valid. Ms. Farooq officially moved to Washington following the weekend after the religious ceremony, not July 2012.

The marriage ended due to the EXTREME amounts domestic violence acts that were occurring towards Ms. Farooq. Mr. Khan hit Ms.

Farooq with the car while she was 6 months pregnant and left bruises and marks all over her face and body. Mr. Khan plead guilty on charges of domestic violence and was caught engaging and soliciting in prostitution.

During the separation Mr. Khan did not pay any sort of child support nor any cash payments. The only items that Mr. Khan did pay for was the mortgage payment and some of the bills. Shortly after without any notification Mr. Khan stopped paying the bills and the water and electricity to the home. The court did find that Mr. Khan was not honest about child support and any support towards his son. The payment of the house and some of the utility only benefits him as he is the owner and named on the title, so in essences he has to pay the mortgage until he buys Ms. Farooq out, Ms. Farooq is also paying 50% of the mortgage. The cold hard reality is that Mr. Khan hasn't paid for 3 years a penny towards support for his son and the only one benefitting off the payment of the house is him.

After the entry of the Decree of Dissolution of Committed Intimate Relationship and other final orders, the court thereafter entered an Order on Reconsideration that granted relied to both parties.

E. **ARGUMENT**

1. **RESPONSE to Appellant: The trial court lacked authority enlarge time for filing Mrs. Farooq's Motion to reconsider, therefore this**

**court should reverse those portions of the order on reconsideration that grant her relief**

a.) Standard of Review. CR6(1) Computation indicates the last day of the period so computed shall be included, unless it is a Saturday, a Sunday or a legal holiday, in which event the period ends on the next day which is neither a Saturday, a Sunday nor a legal holiday.

(a) Computation. In computing any period of time prescribed or allowed by these rules, by the local rules of any superior court, by order of court, or by any applicable statute, the day of the act, event, or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included, unless it is a Saturday, a Sunday or a legal holiday, in which event the period runs until the end of the next day which is neither a Saturday, a Sunday nor a legal holiday. Legal holidays are prescribed in RCW 1.16.050. When the period of time prescribed or allowed is less than 7 days, intermediate Saturdays, Sundays and legal holidays shall be excluded in the computation.

b.) Ms. Farooq received the reconsideration by her then attorney on September 16th, 2014. Ms. Farooq responded within 6 days excluding the weekends. Ms. Farooq was well within the CR6(B). It was Ms. Marcia

Fischer, Mr. Khans then counsel, who did not properly file an intent to withdraw. Ms. Leah at TLC Law firm (the same law firm that represented Mr. Khan) and Ms. Teri Bush both confirmed that the reconsideration was properly delivered. The court did not make an error in the filing of the reconsideration.

Further on October 13th, 2014 Mr. Lucky Lufkin emailed Ms. Farooq asking to waive the 10 day filing requirements on the motion for reconsideration to allow Judge Prochnau to consider the motion on reconsideration. Both parties agreed and pursuant to Judge Prochnau's letter ruling dated October 13th, 2014 both parties agreed to waive CR 59(b) requirement that the motion for reconsideration be filed within 10 days from entry of the Judgement. The court did direct otherwise based upon mutual agreement between Appellant and Respondent.

(b) Time for Motion; Contents of Motion. A motion for a new trial or for reconsideration shall be filed not later than 10 days after the entry of the judgment, order, or other decision. The motion shall be noted at the time it is filed, to be heard or otherwise considered within 30 days after the entry of the judgment, order, or other decision, unless the court directs otherwise. A motion for a new trial or for reconsideration shall identify the specific reasons in fact and law as to each ground on which the motion is based.

The court used its discretion and extended before expiration period, appellate and his counsel agreed to the terms and so did the respondent. The trial court in this case did not err in anyway. The trial court did find that Ms. Farooq did serve the CR 59 motion well before the 38 days, if you do not include the weekends and any holidays. It was in fact his counsel who admitted that they had erred and acknowledged receipt of the CR 59 and acknowledged that CR6(b)(2) was applied.

What Mr. Khan is trying to do is not pay Ms. Farooq for her down payment of the home. Ms. Farooq won the equity that she worked hard for, she maintains the property, she pays for 50% of the mortgage payment. Ms. Farooq won \$144k. Mr. Khan intends on getting this reversed so he will owe her \$57k and is trying to get \$43k back so he it would put her down to \$14k and then kick her and her son out of the house because 50% of the equity portion is being paid back.

A Reversal should be denied. Both counsel mutually agreed on the extension of time that was noted by the trial courts bailiff and Judge Prochnau.

2. **RESPONSE to Appellant: The trial court failed to apply RCW 26.09.060 to this dissolution of committed intimate relationship when it impliedly characterized the \$42,700 voluntarily paid in monthly installments by Mr Azeem to Ms. Farooq post serration as maintenance. This court should not remand for entry of an added**

**order of child support that properly characterizes Mr. Azeem prior payment of child support of \$42,700**

A. Standard of Review. There is no reason for this court to look at this as if a trial is brand new or being brought before this court “de novo,” In the case provided by Mr. Khan Tapper v. Employment Sec. Dep’s. 122 Wash. 2d397,03, 858P.2d(1993) does not apply and the process of law to the facts was not a question of law and is not subject to *de novo* review. Analytically, resolving a mixed question of law and fact were established by relevant facts, determining applicable law and then applying that law to the facts. This case was about Tapper’s conduct during her employment which had nothing in the case about RCW 26.09.060. Mr. Khan took parts of this case and is trying to apply it in a manner is not relevant.

B. The trial court did not fail to apply RCW 26.09.060 to this case. There is no reason why RCW 26.09.060 should be applied. Mr. Khan is maintaining his own property and hasn’t given anything toward his son. Mr. Khan is asking Ms. Farooq to pay for the mortgage to his house is essentially what Mr. Khan is asking for.

- 1) For approximately 8 months between separation and entry of final orders. Mr. Khan was paying for the community property mortgage in the sum of 1900 and had the lights, water and other utilities turned off with the Respondents 3 week old son. Ms.

Farooq was awarded for delinquent support payments accrued under an order for temporary support remain collectible and are not extinguished when final decree is entered unless. Mr. Khan is not being honest in his appeal about the amount he was paying and his failure to pay child support. Several individual request through counsel were made for child support and until this day Ms. Farooq has still not seen a penny of child support. He paid to keep the mortgage to his own property, nothing else. Ms. Farooq also pays 50% of the mortgage to the same house currently. Why should the court apply RCW 26.09.060 when the court allotted \$13k for child support?

- 2) In court Mr. Khan showed checks he wrote but were not commissioned out through the check themselves or his bank accounts. Further there was no documentation via his attorney or DSHS that they had ever received payments for child support or maintenance. The same still holds true today. Mr. Khan was dishonest about the checks he wrote. Again, in front of the court the documents supported that no checks were ever cashed or deposited by Ms. Alina Farooq. All of Ms. Farooq's accounts were in front of the court which supported she did not receive any checks. Further when Mr. Khan was asked to show his account that showed the checks were cashed or deposited, Mr. Khan wasn't able to provide the court with the copies of his bank account or the front and back copies of the cancelled checks.
- 3) Ms. Farooq respectfully requests that this Court not remand for entry of an amended Order of Child Support reflecting the amount requested of child support, because Mr. Khan has not paid any monies to Ms. Farooq for the past three years including as of today. There is no need to open the case to clarify child support payments because

none of the Child Support payments were ever received and this was well documented in the case with financial statements and constant request that were made to appellate which he failed to provide.

- 4) In the case provided by Mr. Khan Tapper v. Employment Sec. Dep's. 122 Wash. 2d397,03, 858P.2d(1993) does not apply and the process of law to the facts was not a question of law and is not subject to *de novo* review. Analytically, resolving a mixed question of law and fact were established by relevant facts, determining applicable law and then applying that law to the facts. This case was about Tapper's conduct during her employment which had nothing in the case about RCW 26.09.060. Mr. Khan took parts of this case and is trying to apply it in a manner is not relevant. However, in the Marriage of Richard D. MacGIBBON v. Deborah J. MacGibbon 139 Wash.App. 496 court found ¶8 While that appeal was pending, Deborah requested assistance from the Division of Child Support (DCS) of the Department of Social and Health Services in collecting maintenance and child support from Richard.«6» DCS commenced administrative proceedings to determine the amount Richard owed as maintenance for tax year 2000. Following a hearing, an ALJ issued an order assessing \$90,777.55 in additional maintenance to be paid to Deborah. In calculating the maintenance, the ALJ included \$140,647 in proceeds of Richard's sale in 2000 of California real property that had been awarded to him in the decree of dissolution Further,

**RCW 26.09.060 temporary maintenance or child support-  
temporary restraining order—preliminary injunction—domestic**

**violence or anti- harassment protection order—notice of termination  
or modification of restraining order—support of debts, notice**

were never to be applied to this case due to the rcw26.09.060 (a) because this was a proceeding for a dissolution of marriage or domestic partnership, legal separation, this was a dissolution for an intimate committed relationship. Further Mr. Khan failed to follow rules RCW26.09.060 11 and 11(b)

11. Delinquent support payments accrued under an order for temporary support remain collectible and are not extinguished when a final decree is entered.

11(b) the temporary order directs the obligor to make support payments to the office of support enforcement of the Washington state support registry.

Ms. Farooq has still not seen a penny of child support for three years. Mr. Khan was supposed to pay Ms. Farooq for child care expenses but has failed to do so. Ms. Farooq

- 3) **The trial court erred in entering the order of October 5th, 2013, denying respondent that a valid marriage existed and that it is considered an intimate committed relationship. Parties were wed before an “imam” and 300 plus individuals who were witnesses to the marriage. Couple also obtain. This court should make a just and equitable distribute of community property because the parties were legally married.**

A. Standard Review. Whether the trial court properly applied RCW

26.04.070 and RCW 26.040.050 and gave credit to Art. IV sec. I,

U.S. Constitution

B. The trial court failed to apply RCW 26.04.070 and RCW 26.040.050 to this case.

- 1.) The only statutory requirements for a valid marriage are that the parties, properly licensed, declare that they “take each other to be spouses” in the presence of a judge or an ordained member of the clergy and of two attending witnesses. RCW 26.04.070 and RCW 26.040.050 provides that marriages may be solemnized by active or retired...Justices of the supreme court, judges of the court of appeals, judges of the superior courts, supreme court commissioners, court of appeals commissioners, superior court commissioners, any regularly licensed or ordained minister or any priest, imam, rabbi, or similar official of any religious organization, and judges of courts of limited jurisdiction as defined in RCW 3.02.010

Marriages entered into according to religious ritual are also valid. RCW 26.04.120. Marriage ceremonies conducted by a person claiming to be an authorized clergy member will still be valid even if the person is not authorized to solemnize a marriage if at least one the parties believes that the marriage ceremony is lawful RCW 26.040.060.

The courts have gone to great lengths to sustain the validity of a purported marriage. Thomas v. Thomas, 53 Wash 297, 101 P. 865 (1909). Evidence that a couple lives together, holding themselves out as married and later have children raises a rebuttable presumption of a valid marriage. Nelson v. Carlson, 48 Wash. 651, 94 P. 477 (1908);

WEatherall v. Weatherall, 63 Wash. 526, 115 P.1078; Douglas Nw. Inc. v. Bill O' Brien & Sons Constr., Inc., 64 Wn. App. 661, 688, 828 P. 2d 565. Evidence of the performance of a formal ceremony strengthens the presumption. In re Estate of Lint, 135 Wn. 2d 518, 957, P.2d 644.

2.) The parties are legally married, according to the laws of the state of Georgia, where the marriage was solemnized and consummated. In Georgia, a ceremonial marriage is valid even without a license. White vs. White, 41 Ga. App. 394, 153 S.E. 203, (1930) ('a ceremonial marriage, even without any license, was valid under the principles of the common law and under the statutes of this state.") A marriage not solemnized according to the provisions of the statute is still a valid marriage. Askew vs. Dupree, 30 Ga. 173 (1860). Mr. Khan and Ms. Farooq also applied for a marriage license and failed to turn in the documentation in September 2011 (**Supplemental Clerks Papers**).

The marriage is also valid in Washington, for two reasons. First, Washington gives full faith and credit to the public acts, records and judicial proceedings of her sister states. Art. IV sec. 1, U.S. Constitution. A wedding is a public act and record. Thus, Washington recognizes the Georgia marriage, despite the procedural defect.

Second, in Washington, like Georgia and most of the other state in the union, the lack of a license does not invalidate the marriage. State v. Denton, 97 Wn. App. 267, 271 (Div. 1, 1999). ("Intentional failure to procure a license

is punishable as a misdemeanor, RCW 26.04.200, but it does not render a marriage void of even voidable.”)

Both Ms. Farooq and Mr. Khan took each other as “spouses,” with over 300 witness and an imam who ordained their marriage. Ms. Farooq pooled her savings so the couple could buy their home together. Ms. Farooq paid \$57,000.00, while Mr. Khan contributed the remaining \$43,000. Ms. Farooq also contributed close to \$15,000 to Mr. Khan Federal Way property in Everett for much needed repair.

Ms. Farooq was held out to the Pakistani and Muslim community in both Atlanta, GA and Seattle, WA as Mr. Khan’s wife. People still refer to her at Mr. Khan’s wife to present day, as Mr. Khan still introduces people to Ms. Farooq as his wife.

**4) The trial court erred in denying the Respondent in the motion entered on October 5th, 2013 establishing a timeline for repayment. Mr. Khan has refused to pay Ms. Farooq in the appropriate time period raising the question whether Ms. Farooq should get the fixed sum or the appreciated value of the property in the current market value. Also, pursuant to the parties dowry contract, paying Ms. Farooq for the contractual agreement of the dowry.**

- a. Standard Review, The establishment of 30 days of the buyout was established however, the establishment of what was to occur if Appellate did not pay out Ms. Farooq in a timely manner.
- b. The Trial court failed to apply: *Pennington, 142 Wn. 2d 592 (2000)*, *Cummings v. Anderson, 94 Wn.2d 135, 614 P.2d 1283 (1980)*, in

establishing equitable theories of division of property and proper timeline for repayment of monies

- 1) A public policy favoring marriages justifies recognition of an unlicensed ceremony unless the licensing statute plainly makes an unlicensed marriage invalid. *Id.* The Washington statute requires a license before a couple may be joined in marriage. *Id.* However, it does not have a provision making an unlicensed marriage invalid. *Id.* Therefore, the purpose of the statute is regulatory. And the regulatory purpose cannot be enforced by declaring the marriage invalid. *Id.* accord, Washington Family Law Desk book, 2nd edition & 2012 cum. Suppl. SS 10.4 (“The majority of courts [across the country] hold that the absence of a valid marriage license when a marriage was solemnized will not invalidate the marriage.
- 2) Here, the marriage was solemnized and they obtained the license in September 2011 which is recorded on the Washington State website. Therefore the marriage is valid and the dissolution statute applies. The court did not make a just and equitable distribution of the assets accumulated during the relationship. The court should make a just and equitable distribution of the both the homes and personal property.
- 3) The evidence shown in trial court showed that the wife contributed \$57,000 towards the down payment of the \$100,000 down

payment of the house. In trial court Ms. Farooq was awarded the 57% equity, however she was not given the entirety of the market value and Mr. Khan stalled paying Ms. Farooq out until just a few months ago. Ms. Farooq should be entitled to today's market value or have the option to buy out Mr. Khan. If Ms. Farooq cannot fulfill her share, Mr. Khan should then get the option to buy her out in today's market.

- 4) Assuming that the mortgage payments have gone to interest, rather than principal, the house is worth the appraised value minus the down payment. She should be reimbursed as follows:

a. Wife's Down Payment	\$57,000
Increase in Value:	\$697,232 (Current appraised marked value. Minus down payment
	\$390,000
	—————
	\$307,232
Wife's Share (57%)	\$175,122.24
Total:	\$232,122.24

- 5) The wife should also get all the personal property in the house because it was bought primarily, with money given to the couple by her friends and family as wedding cash. The court erred and gave Mr. Khan home furnishings other than baby items.

6) The wife pled a number of equitable theories in her petition, including unjust enrichment and equitable distribution. The wife should be given her share of the house and the entirety of the personal property in the house based on CIR and its equitable underpinnings. appellant's other home should also be considered for the distribution of community as it was not during trial. This was a proper marriage. She was not awarded maintenance or attorney's fees for domestic violence and back child support when it was found that Mr. Khan was found guilty of domestic violence and hasn't paid child support in almost three years. Marriage of Pennington, 142 Wn. 2d 592 (2000) ("we have never divorced the meretricious relationship doctrine from its equitable underpinnings.")

The couple met the requirements of another state before moving to Washington, they will be considered legally married when they move to Washington, and the property they acquire while living in Washington will be considered community property.

The Washington Supreme Court has mentioned several factors that should be considered when determining how property should be divided. These factors include: continuous cohabitation, duration of relationship, purpose of the relationship, pooling of resources, pooling of services for joint projects, who acquired the

property, monetary and labor contributions, whether or not children are involved and general condition in which each party will be left. Respondent has contributed significantly to both of Appellate home in purchasing the home and contributing monetarily for maintenance and labor contributions to both homes. Ms. Farooq is still maintaining the property in the Sammamish residence. In Cummings v. Anderson, 94 Wn.2d 135, 614 P.2d 1283 (1980), “Wally pays Parry an amount sufficient to compensate her for her interest in the property when both of them contributed to the down payment for the purchase of the property.

7) Assets

The parties bought the family home on May 29th, 2012. The wife contributed \$57,000 to the down payment. The official check the wife drew for the \$57,000 says “loan to Azeem Khan for \$57,000.” Ex 36. However, to satisfy the underwriting requirements for the loan, the husband forged the wife’s signature on the gift letter, describing the \$57,000 as a gift. Ex 37. The husband’s fraud was only discovered after a random audit by FNMA Ex. 36. Mr Khan submitted fraudulent supporting loan documentation by submitting a forged fraudulent documentation. Under RCW 9A.60.020 Forgery (1) a person is guilty of forgery if, with intent to injure or defraud (a) he or she falsely makes, completes, or alters a written instrument, modifying a residential mortgage loan to directly or indirectly:

(1)(a) Employ any scheme, device, or artifice to defraud or materially mislead any borrower during the lending process; (b) defraud or materially mislead any lender, defraud or materially mislead any person, or engage in any unfair or deceptive practice toward any person in the lending process; or (c) obtain property by fraud or material misrepresentation in the lending process;

(2) Knowingly make any misstatement, misrepresentation, or omission during the mortgage lending process knowing that it may be relied on by a mortgage lender, borrower, or any other party to the mortgage lending process;

(3) Use or facilitate the use of any misstatement, misrepresentation, or omission, knowing the same to contain a misstatement, misrepresentation, or omission, during the mortgage lending process with the intention that it be relied on by a mortgage lender, borrower, or any other party to the mortgage lending process;

Mr. Khan acknowledged the check was used during trial for the down payment for the house.

- 8) The trial court erred in denying the Respondent in the motion entered on October 5th, 2013 in denying husband to pay dowry, pursuant to the party's dowry contract.
  - a. Washington Courts will enforce a contract for dowry based on neutral principles of contract, not Islamic beliefs or policies. Marriage of Obaidi and Qayoum, 154 Wn. App/ 609 616,(Div. III, 2012). For a valid contract

to exist, there must be a mutual assent, offer, acceptance and consideration. *Id.* Evidence and video presented in trial show that the parties agreed to get married and that the consideration was a dowry or in America considered a nuptial agreement to pay \$25,000 to marry Ms. Farooq. He offered to marry her. She accepted. The consideration was the dowry, payable when he has the money. He needs to pay the dowry.

**F. Conclusion**

Ms. Farooq respectfully request equally distribution of both properties since monies were commingled to purchase and repair properties. Mr. Khan committed fraud because of the amount of trust that Ms. Farooq placed in their relationship. Mr. Khan committed fraud, he took her money and never placed her on title and told her he did. Further he promised the family to repay 50% of the wedding expenses which he didn't. Ms. Farooq respectfully request this court to affirm the Trial Courts decision on the Order on reconsideration and order of child support. It is evident by Mr. Khan's asking that he does not feel the need to pay for the down payment plus appreciation that Ms. Farooq put towards the house nor pay for child support.

Further, Ms. Farooq asks this court to look at this case and determine that beyond an intimate committed relationship that a proper marriage was evident. Mr. Khan deceived and committed fraud by taking monies from Ms. Farooq and using it for the down payment of the home and giving her false promises. False promises consisted of marrying Ms. Farooq in Georgia in front of 300 people but

refusing to obtain a marriage license, Ms. Farooq left her family, friends and established business. Once Ms. Farooq moved to Washington, Mr. Khan did not put her name on title after searching for homes with her and told her she was on title and lastly bringing a innocent child into this world and making her raise him by herself without any financial support. Ms. Farooq also put money on towards Mr. Khans Federal Way property that was also not considered. Ms. Farooq requests that this court consider this case as a marriage and give Ms. Farooq equitable split on both homes in today's appreciated value as the value has significantly increased.

Dated this 1st day of January, 14th 2016.

Respectfully submitted:

A handwritten signature in black ink, appearing to be 'Alina Farooq', is written over a horizontal line.

Alina Farooq

*pro se*

No. 72709-5-I

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COURT OF APPEALS  
DIVISION ONE

COURT OF APPEALS, DIVISION I  
JAN 15 2016  
THE STATE OF WASHINGTON

Azeem A. Khan,  
Appellant,  
v.  
Alina Farooq,  
Respondent

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COURT OF APPEALS  
DIVISION ONE  
JAN 15 2016

To Whom It May Concern:

On January 15<sup>th</sup>, 2016 the below documents were mailed to Mr. Khan at P.O. Box 381; Redmond, WA 98073.

Documents:

Respondent Response to Appellate Appeal

Designation of Clerks Papers

Sincerely,



Alina Farooq

2016 JAN 15 PM 1:46  
COURT OF APPEALS DIV I  
STATE OF WASHINGTON