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No. 04-3-00255-1

THE COURT OF APPEALS

DIVISION II

OF THE STATE OF WASHINGTON

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DIVISION II

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STATE OF WASHINGTON
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ROBIN L. HOLBROOK

Petitioner / Appellant

And

James K. Holbrook

Respondent

ON APPEAL FROM THURSTON COUNTY SUPERIOR COURT

Thurston County Cause No. 04-3-0025-0

APPELLANTS BRIEF

ROBIN L. HOLBROOK in PRO SE

12310 E.AVE. T-8

P.O.B. 724

PEARBLOSSOM, CA. 93553

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1. ASSIGNMENT OF ERROR

- A. Did the trial court err and abuse its authority in entering the order of July 19, 2006
- B. Did the respondent defraud the petitioner
- C. Was the petitioner adequately represented by counsel.

2.ISSUES

- A. For the purposes of RCW 1.12.040 did the court wrongfully deny motion to vacate for violation of Statute of Limitations.
- B. For the purposes of RCW 9A.72.010(1) did the court wrongfully deny motion to vacate utilizing perjured documents.
- C. Did the court wrongfully deny motion to vacate for inadequate counsel.

FACTS OF THE CASE

Appellant Robin Lee Holbrook and respondent James Kelvin MacArthur Holbrook were married March 26, 1990 (CP 18)(RP 1) in Tucson, Arizona. They had met September 10, 1989 and Robin became pregnant two months later. Jim joined the United States Army not long after the pregnancy and without discussing it with Robin. The baby was lost in January, the first of five that would be lost. Jim became so intoxicated he could not consummate the marriage. (RP 2) They then separated for the first of many separations. (RP 4) He left for boot camp to learn combat. The morning after they were married Robin learned very quickly what being an Army wife would entail as it would be over a month until she could visit Jim in boot camp and consummate the marriage. He spent the next two years overseas and served in Desert Storm. Jim is a very private and secretive person and didn't disclose to his mother the relationship or the pregnancy until the night of the first miscarriage. Jim didn't tell

his father about Robin, the pregnancy or the marriage for more than a year after the fact. A month after their marriage Robin lost her grandmother and her home in Tucson so she returned to California to stay with her parents. Later she joined Jim in Aschaffenberg, Germany for the last six months of his tour. They returned from overseas in 1992 and began living together for the first time as a married couple in Colorado. That summer, with a tongue loosened by drink, Jim revealed an affair he had while stationed in Germany, at which time Robin disclosed her own discretion. For Jim that affair was the first of numerous encounters with other women that he revealed. Combat ensued and the marriage ended as Robin knew it. (CP 21, 34)(RP 2,4) She carried a black eye for a long time keeping it hidden by sunglasses. Two days after the fight, Jim informed Robin that his hand had been bothering him since the altercation. An x-ray taken at the base hospital found that he had hit Robin hard enough that he had fractured his hand and he came home that evening in a cast. Robin's eye would continue to give her problems for the next fifteen years, from eye pain to an eyelid that 'falls asleep' and remains numb for minutes at a time. She never reported the incident out of fear, for herself, for his career

and the repercussions of turning him in for that assault and those that came later. (CP 21,34)(RP 2,3,4,6) Jim refuses to acknowledge the other physical altercations and Robin believes he cannot remember due to alcohol induced black outs. All altercations that followed resulted in attempted choking. One involved grasping Robin by the throat and hurling her from one side of the couch to the other. (RP 3-2,8; 4-13)

Only one such incident did not involve alcohol. Jim has suffered from a long history of alcoholism going back to high school and he was in rehabilitation for drugs and alcohol at that time. He helped Robin start drinking. While he was underage, he was always able to acquire alcohol, either from where he worked in the liquor department at Osco Drugs or from his father. Robin and others were often put in danger, as he would always drink and drive. He told Robin of his drinking while he was stationed in Germany, where alcohol was cheap and the clubs and bars plentiful. He was the only one amongst his friends with a car and they often drove to Frankfurt from the base with a half gallon bottle of cranberry juice containing only about 1/8 juice, the remainder vodka, which they drank on the way to the clubs. There they would drink more, and then finish off what remained

of the vodka mixture on their way home often staying and drinking at Jim's apartment until dawn and then go to work drunk. This continued when Robin joined him in Germany. More recently while on a visit to Jim's parents in Mesa Arizona there was a party in the front yard of the home. When the beer ran out at about one in the morning Jim wanted the car keys to go get more liquor. Robin refused to give Jim the keys so he wouldn't get into an accident. He then grabbed her by the throat and pushed her against the car. His old school chum Rob, there with his wife Kelly, pulled Jim off of Robin and later stated that he had never seen him like that before. Jim as usual did not remember the incident the next day. His good luck finally ran out in 2002 when he received his first DUI (Rainier Municipal Case# C00001855) after leaving a bar so intoxicated he actually turned left towards the town of Rainier instead of right towards his home three blocks away in Yelm, where they lived at the time. This incident as well as others, were never reported to the military. (CP 34)(RP 2,4)

Fear is something Robin has dealt with on a regular basis since childhood. Her father was very strict due to his religious beliefs. He once became physical with her at the age of 14 over a

disagreement. That as well as the later incidents with Jim, the only two men she had to lean on, has had a long lasting emotional impact. If someone standing near her moves their hand suddenly, Robin flinches and it has been difficult for her to handle any emotional stress. Even now Robin's emotional threshold stands on a very precarious edge, dealing with daily thoughts of suicide. She has had a lifelong struggle with Panic and Social Anxiety Disorder and Chronic Depression, which was officially diagnosed in 1994. She is an individual terrified of confrontation and easily intimidated yet so gentle as to 'Brake for lizards'. (RP 2,3,4)

Her anxiety left her unable to drive due to repeated panic attacks and caused her to confine herself within her home. This condition, as well her worsening asthma, still requires daily medication, of which Jim was well aware. One inhaler, containing a 30-day supply, costs \$230 alone. This she can no longer afford. Her physical condition has deteriorated, having been recently diagnosed October 2006 with chronic pain resulting from Fibromyalgia that also requires daily pain medication. She is now applying for Social Security Disability. (RP 2,4)

She stayed with him regardless of the problems, supporting him and his career faithfully. If she had found the strength to leave, as far as she was concerned she had nowhere to go, as her parents were now on disability. She began to feel as if all Jim wanted from her was a child, as her pregnancies were the only times he treated her exceptionally well. After five very emotionally distressing and physically debilitating miscarriages, the idea of becoming pregnant again terrified her. When Braden was delivered stillborn at 16 weeks, the mental abuse by Jim and the number of affairs increased exponentially.(CP21,34)(RP 2, 4)

She has had to beg for every dollar, as it was 'his' money as 'He earned it', he told her, not she. She pleaded for a new mattress after he slept with another on theirs, but that was out of the question. He said she was being ridiculous, and was told to get over it. Robin moved into the guest room. He would accuse her for their marital problems. Robin would often plead to go out to dinner, even on their anniversary, and not even a coupon for two would sway him. She'd ask him to go to the movies, but to no avail. Those things were reserved for women outside the marriage, including their next-door neighbor's nineteen-year-old daughter. What few things she bought were kept hidden for fear

of retaliation. Robin lived in a constant state of anxiety whenever the mail was delivered. She would get a knot in her stomach when he was at home and it was time for mail for fear that if a bill or package would come he would know she had bought something and start another fight. Having something come in the mail gave Robin something to look forward to, even if it was just socks and underwear. (CP21,34)(RP 2, 3, 4)

Jim had always told Robin that if she were to get a job, she could use that money for whatever she wanted. Jim had always controlled the money, so when Robin got a job as the next progressive step in proving something to both herself and Jim after getting her driver's license for the first time at 32, she began to enjoy herself. She began getting all the things she had been wanting for a long time, a big-screen television was one of them, but it wasn't long before she was getting harassed for not pitching in with the bills. No matter what she did or how hard she tried, Robin just could not win with him. (RP 1, 2, 3, 4)

That same job caused permanent injury to her hands and she lost her job. She then filed a worker compensation claim and began treatment. In October of 2003, Robin learned her father was to have open-heart surgery. It was decided that she would go

to California for as long as she was needed to help her parents. She was the only one in a position to do so as Jim was expecting another tour and she had finally started driving in 2002. She packed for an extended stay and Jim drove her to California that November 2003 having sexual relations along the way. They stayed with her family to celebrate Thanksgiving. Jim paid for and participated in family portraits before returning to Washington by plane on November 28, 2003, and everything seemed normal not knowing it was to be their last separation. Though they were having problems, she innocently believed everything was as normal as they always had been and she would be home soon in Washington. (CP 18-2.5; 2.7)(CP 34)(RP 4)

Many times during the stay she would try to call Jim, even late at night, but he couldn't be reached. Then Robin learned that Cheryl, a mutual friend and a woman Jim spent a great deal of time drinking with, had committed suicide a few days after Christmas. Robin tried for hours to reach Jim to tell him the devastating news. When she finally reached him she learned that Jim had been with Cheryl the night she died and later spent the rest of the night with another of his friends. That "friend" was and now is his new wife, Julie, who Robin now feels Jim had

been seeing for a long time. It would have been easy for him to do so, as Robin would never question him coming home late from work, sometimes as late as 12 pm. His work hours were erratic and despite past affairs, Robin still had to trust Jim. She now feels that a surprise gift of flowers and a card that Jim ran out and bought at 5:30 the morning of her 33rd Birthday, Sept. 21, 2002 was out of guilt for that affair. This was the first time he'd ever bought her flowers in 13 years of marriage. On New Years Day, 2004 Robin called Jim to wish him happy New Years only to be devastated by his admission that he was seeing someone else and wanted a divorce. (CP 19)(RP 1, 4)

She didn't know which hurt worse, the fact that Jim was sleeping with someone else in her home or that he'd taken her out to celebrate New Year's Eve knowing that for years Robin had been left to sit at home while he had been out on holidays. It sent Robin spiraling out of control. She began drinking heavily. She began smoking again and was suicidal. The only thing that prevented her from doing so, and still does, was her love for her 1-year-old niece. The baby was essentially keeping her alive and there was another on the way. She has a photo of Jim holding the baby on November 27, 2003 in her parents home in California.

She tried desperately to save the marriage but was only laughed at. She tried to talk Jim into a legal separation but he refused. (RP 4) She wanted to go home but was told she didn't have a home to come back to and was therefore homeless. Jim filed a divorce petition on March 9, 2004 (CP 34) Robin's father was served the divorce papers (CP 7) on their anniversary, March 26, 2004. Her father wanted to hire a lawyer named Bjornson who advised him that Robin's case was worth six figures. She refused to hire him for fear of making Jim angry as he had made it clear that he didn't want to go that route, he wanted to settle things between the two of them. But when Robin began to ask for certain things, which was difficult for her even over the phone, such as half retirement her father advised she was entitled to, she was told that if her father and the lawyers didn't stay out of it that she would get nothing. (CP 21,34)(RP 2,3,4,5)

She was stunned again by news that Jim had hired a lawyer to 'protect himself'. Jim knew full well that Robin was both homeless and penniless and could not do the same. Jim also opened a new account and had his pay transferred to it so that Robin was completely cut off. She was to take what she was being offered or get nothing. When Robin asked him why he was

doing this to her, he stated, "Because I can." Robin was in shock, she was distraught and even with what anti-depressants she was taking she was severely depressed. Jim knew it, as did Jim's lawyer Mr. Clint Morgan. Mr. Morgan would patronize Robin by telling her what a great deal she was getting and how Jim was being extremely generous, more so than he (Morgan) thought she deserved. Jim did eventually agree to purchase a newly manufactured Mobile Home for \$90,000 to be put on her father's land and signed a contract to do so in June of 2004, but in August he changed his mind so Robin had to search for a rental. Almost everything in California was \$1000 and above. Whenever she was lucky enough to find one for \$850, he would tell her to start the paper work, then at the last minute he would cancel. He had often allowed Robin to get her hopes up about something and then changed his mind. (CP 34)(RP 2) Jim received a tentative time of deployment to Iraq of Oct. 1, 2004 and began to pressure her into signing the divorce papers as he "refused to remain married while he was deployed". In September 2004 just prior to Jim leaving for Iraq, Robin again found another rental for \$850. It was time sensitive, because at that price and location, everybody wanted it. Jim told her he would not send her the

money for the deposit until he had the signed papers in his hand so she signed and faxed them. Robin felt she had no choice. She didn't need to be face to face with Jim to be intimidated. He then deposited \$1000 into their account. She found during that time that she needed knee surgery. Jim instructed her to go ahead and he would wait to finalize the divorce so she could have it done before her medical insurance would be cut off. She set up an appointment to get a date for the impending surgery. On October 18, 2004 a hearing was held without notice to Robin. On October 26, 2004 the divorce was granted. (CP 19) Jim's attorney advised her by phone that it had finalized. She was forced to cancel the surgery and continues to live with unbearable knee pain.(CP 21)

The settlement guaranteed her \$5000 once the divorce was final. He deposited the first maintenance payment into her the account, which was \$1250 on November 1, 2004. He then made two payments \$2000 each on Nov. 3 and Nov. 9, 2004. This was deducted from the \$5000 in the settlement but he only delivered \$4000 and Robin is still waiting for the final payment of \$1000. She feels that he counted the \$1250 maintenance or the \$1000 he paid in September towards the \$5000. There was no way he would allow her the tiniest bit extra. What money remained was

spent entirely on food and household cleaners. (CP 18,19,34)(RP 1,2,4)

Their estate had a value of \$34,300. She didn't bother buying things such as a vacuum cleaner, etc., however, as she had expected her goods to be delivered per the divorce agreement shortly but as it turned out, Jim kept all the valuables, either for his girlfriend or to sell. The divorce Robin signed granted her all her personal goods. Jim's stepfather was to deliver the goods to California. When he arrived, she found that most of the things were missing, some of which she cannot afford to replace or are irreplaceable and what arrived is valued at \$2950. All the higher priced goods purchased during the marriage were kept by Jim, including three motorcycles and a trailer for them not mentioned in the property list and worth \$8300 plus the 65" Widescreen HDTV he failed to deliver that Robin had bought with her own earnings. Jim paid it off in his payoff of the family debts. Jim told her that "He felt he deserved something out of the deal" and so "decided to keep them". Jim's stepfather signed an invoice and itemized what was NOT delivered. Also retained by Jim were all the vehicles including one purchased by Robin's father so they could visit Jim's father in New Mexico but which Jim put only

his name on title. He also kept what few gifts he had purchased for Robin during the marriage, such as the mountain bike, which were to be delivered but were not. Jim also kept one of her most prized possessions, an irreplaceable water-color painting Robin herself painted at the age of 12 that she'd been offered money for, something that made her very proud. The values of the goods retained by Jim were \$31,350. In the settlement all Robin got was an old 1976 Chevy that had also been purchased by her father for \$200 years before. Any other higher priced items that were delivered, her father had also purchased as gifts. The few goods that were delivered were damaged. None of the electronics worked. The dining room table and chairs were both weather damaged and broken into pieces. Every figurine was damaged or shattered. Antique dinnerware was also in pieces. (CP 18,19,21,34)(RP 1,3,4,5)

When Robin asked Jim to send her the paperwork to keep the workman's compensation case open, he claimed he couldn't find the file. Jim was the one who had always controlled the books and filed the paperwork in his file cabinet, something he was meticulous about, and because he failed to send it, the case was closed. Robin not only lost her regular medical care, but the

care provided for her injury through workman's compensation. It took a year after the divorce for Robin to finally begin to come to grips with everything that had happened and begin to move on. It was then that Robin with the urging and backing of her father hired the previously contacted lawyer, Mr. Eric Bjornson, to try to rectify the situation. Mentally she was stronger and better capable of dealing with Jim, whom she was finally able to see more clearly. She felt him to be a coward and a bully and recognized the mental manipulation he'd used on her through the years. When the divorce began, she was mentally unable to handle what he was dishing out. At first, Mr. Bjornson appeared to be very helpful and as Robin had no experience with lawyers and is both easily intimidated and trusting, she thought he was doing his job. But after he received his initial \$2800, Robin could not get a phone call through to him. When two months passed and she finally reached him, she became upset to learn that Jim hadn't even been served yet. She was stunned to find out that Bjornson hadn't proceeded because he felt she wasn't sure about moving forward. This angered her, as she was putting herself through the trauma of reliving the pain again apparently for nothing. Bjornson continued to insist he was doing his level best

to track Jim down, but nothing was happening. Robin had given him all the necessary information, social security number, the fact that Ft. Lewis, like most bases, has a personnel locator, yet Bjornson said he just couldn't find him. One night, almost four months after hiring him, Mr. Bjornson called Robin's cell phone and asked for Mr. Holbrook. She responded that this was she. Agitated, Bjornson demanded again to speak to *Mr.* Holbrook to which she replied again, also agitated, "This is *Robin* Holbrook!" Suddenly she could hear him moving quickly to remove the phone off of speaker and said, "Oh good! I needed to speak to you too!" Needless to say, it left Robin extremely suspicious. She still wonders why her lawyer would be trying to speak to the ex-husband he supposedly couldn't find to serve. Every time Robin tried to talk to Bjornson about the case and provide more information, he would cut her off. Each conversation, which were few, would only be to either ask her for further assistance to locate Jim or ask for more money. In fact, almost all she ever received in the mail from him were bills. He was hired on October 25, 2005, and it took him until June 2006, eight months, to finally serve Jim. Except for two months he had always been at Ft. Lewis. Robin had given Bjornson all the necessary

information to find Jim as well as plead her case, and he said that he had everything he needed. (CP 21)

At the hearing Mr. Bjornson was first questioned by her Honor as to the one-year statute of limitations. The court believed that the October 26, 2005 filing was a day late when the dissolution order was entered on October 26, 2004 and argued the point. (RP 1,5)

Mr. Bjornson then pleaded that in fourteen years of marriage Robin had no significant assets in the settlement although they had tentatively earned 70% of a military retirement and it was community property. (CP19,21,34)(RP 1,2,3,4,5)

Mr. Bjornson stated that there was some maintenance given. He told the court of the domestic violence admitted to by both parties and was referred to in the declaration as 'mutual physical contact'. Jim, (Now Sgt. James K. Holbrook) appeared for the hearing in uniform but did not testify. Jim was a veteran of both Desert Storm and Iraqi Freedom and fully trained in 'combat'. Mr. Bjornson explained to the court of Robin's fear of Jim and how she had been thrown around the room and that it was consistent with Robin failing to have representation while Jim did. (21,34)(RP 2,3,4)

He explained that for Jim to have an award of 100% of his military benefits should raise a huge red flag as to the division of assets. (RP 2)

He mentions reading Jim's declaration in which he admits abuse and intoxication. (CP 34)(RP 2)

He then closes by telling the court that she should treat the matter as a summary judgment as he has made an issue for Robin. (RP 2,3)

Mr. Bjornson received over \$5000 for a 20 minute hearing from which nothing was accomplished. He furnished none of the Exhibits sent to him by Robin. (RP 5,6) The court asked for some case law to support his contention that the matter be treated as a summary judgment. He stated that he "Wished That He Could Brief The Case More" but rested on Robin's declaration, which he had composed. Robin had simply signed what he had sent her to sign. Robin had protested that the commentary was not perfectly accurate as she no longer feared Jim coming to California to hit her. Mr. Bjornson told her that it was an fair statement because she had been in fear before. (CP 21)(RP 2)He went on to tell the court to give Robin an evidentiary hearing because Pierce County had done it for him

once before. He states that Jim's declaration supports misconduct and undue duress and is consistent with Robin being unrepresented. He asked for a new trial or hearing to properly divide the assets and stated that military pensions are typically divided prior to fruition. (RP 1,2,3,4,5)

The court denied the request to vacate. She said that in her reading of Robin's declaration that she had just learned of her rights to a military pension and she didn't believe her. She didn't believe that the domestic violence was sufficient to vacate even though Jim had admitted to it in his declaration. She states that they were separated and then Jim drove Robin to California. She states that Jim had been deployed to Iraq and Robin could not have been in fear any longer. She states that Robin received \$40000 and Jim paid off the family debt. She agreed that if the retirement was vested that Robin would be entitled to 35% but there was no guarantee that it would vest. She finds no mistake, inadvertent surprise or inexcusable neglect or newly discovered evidence. She cannot find fraud, misrepresentation or misconduct. She believes that the petition to vacate was filed a day late and fails on that matter as well as the facts alone. (CP 21, 37)(RP 3,4,5)

ARGUMENT

A. **RCW 1.12.040** provides the only statutory authority with which to determine time for a Statute of Limitation. The trial court stated a belief that the filing of the Motion to Vacate exceeded the one year statute by filing October 26, 2005 exactly one year to the day later than the entry of the dissolution filed on October 26, 2004. Her Honor stated, "I think, I believe it was filed a year and a day after the entry of the decree so I think it also fails on that matter...." The court erred. **(RP 1,5)**

The statute Computation of Time states, "The time within which an act is to be done, as herein provided, shall be computed by excluding the first day and including the last, unless the last day is a holiday, Saturday, or Sunday...." The statute began running on October 27, 2004 and by filing on October 26, 2005 clearly falls within the one year statute. This error is cause for remand.

B. **RCW 9A.72.010 (1)** and **RCW 9A.72.020 (1)(2)(3)** set forth the definition and the penalties for making a "Materially false statement" either oral or written, regardless of its admissibility under the rules of evidence, which could have affected the course or outcome of the

proceeding.... A person is guilty of perjury in the first degree if in any official proceeding he makes a materially false statement, which he knows to be false under an oath required or authorized by law. Knowledge of the materiality of the statement is not an element of this crime, and the actor's mistaken belief that his statement was not material is not a defense to a prosecution under this section.

The petition for dissolution filed March 9, 2003 contains several untruthful entries, which has misled the trial court into making an unfounded and incorrect decision. At **1.6 Pg. 2** on the petition, Jim alleges a separation on November 23, 2003 under **RCW 26.09.010, RCW 26.09.020, RCW 26.09.030, RCW 26.09.070, RCW 26.09.150** that did not take place. **(CP 18 at 2.5)** The attorney for Jim belatedly corrects Jim's falsification at **(CP18 at 2.7)**

In October 2003 it was learned that her father was to have open-heart surgery and Robin was the only one available to nurse her parents. They then made arrangements to go to California for Thanksgiving and to transport Robin to her parents. She packed heavily, as there was no way to know how long she would be needed and an actual date for the surgery was not as yet set. They all had Thanksgiving dinner at the parent's home on the 27th. One photo dated November 27, 2003, shows Jim holding his niece on her first Thanksgiving. He also sat for and paid for family portraits the next day. Jim then departed by plane to

Washington to await impending deployment. There was no talk of separation at that time. The actors Jim and Robin Holbrook never considered a separation until January 1, 2004 at which time Jim told Robin that he wanted a divorce. Robin at that time then begged Jim for a separation, as she wanted to save the marriage in spite of his new girlfriend. (RP 4)

The trial court indicates by stating that Jim had entered a separation date on the petition for dissolution had apparently convinced her Honor that a legal separation had to have taken place in Washington prior to Jim driving Robin to California. That Her Honor believed it had to be a legal separation, as opposed to a physical separation, is cemented by the statement her Honor makes that she "Didn't know what assets were transferred pre decree." (RP 4) The decree of dissolution (**CP 19 at 3.4, 3.5**) states that each party shall be liable for their own debts since "Separation". Since there was no such separation, the community was responsible for all debts incurred until the decree issued and therefore said statements are moot and misleading. Legal separation proceedings in Washington are governed by the dissolution statute. In a decree of legal separation, the court does not dissolve the marriage, however, all other relief granted in a decree of dissolution, such as spousal maintenance and disposition of property and debts, can be granted in the decree. **RCW 26.09.050(1) Marriage of Moody 987 Wn.2d. 979**

(1999); (RP 4) This twisting of the truth has prejudiced her Honor against the motion to vacate and cause for remand. (RP 4)

Jim indicated at 1.8 on Pg. 3 of the petition for dissolution and (CP 18 at 2.8), (CP 19 at 3.2, 3.3) an equitable separation of the community property. He has failed to deliver said goods and has retained the high value items to the extent that his portion of the estate was 90%. The court could not know this because Robin's attorney presented no evidence to that effect whatever, not one exhibit, although Robin had furnished proof to him. **Failure to perform is a violation of RCW 7.21.010 and Robin is entitled to recover under 7.21.030, 9.45.080**

The final decree of dissolution at (CP 3.3 Pg 2) grants Robin \$5000 upon entry of decree. Two payments of \$2000 each were made on November 3, 2004 and November 9, 2004. No further monies have been received on this account to date. The court did not learn of this breach of contract due to the failure of the attorney for Robin to present this evidence. (RCW 7.21.010, 9.45.100)

Jim listed a number of goods to be divided between them in the petition for dissolution and (CP 19 at 3.2) he claims all vehicles except one. He failed to mention in any documents that he was retaining possession of three motorcycles with their trailer that increased the value of the estate by \$8000. Both the trial court and attorney for Robin were

unaware of this and therefore could not properly evaluate the estate. Attorney Bjornson states that the 'parties had no significant assets really at all'. (RP 1) Although in fourteen years they had accumulated over \$30000 in assets, it is a great deal more than the less than \$3000 in goods that Robin received from the settlement. The few things that Jim had given to his father to deliver to Robin were for the most part damaged in some way. One item was the phone that Robin had left in her Washington home. It still contained a message by Julie, Jim's girlfriend who took over Robin's position as woman of the house after Jim's request for divorce. She told Robin that the reason that she had Jim is because she was 'prettier' than Robin and would provide the child for him that she could not when he returned from Iraq. Subsequently, she did so almost immediately upon his return. Jim promptly married her. Jim failed to perform violating **RCW 7.21.010, 9.45.100**

These acts contributed to the depression in Robin's already troubled emotional state. The trial court failed to respond to Robin's plea for help. In her declaration (CP 21) she states that she had been thrown about the room on various occasions. In Jim's declaration he admits to only one violent "incident" (CP 34). He is unable to remember the others due to intoxication. Robin has been subjected to this many times. She had witnesses to the violence when, at Jim's parents, Jim grabbed her by the throat and slammed her against the car in a drunken rage when she

refused him the keys to the car to go get more alcohol. Jim's old school chum Rob had to pull him from Robin while his wife Kelly consoled her. Jim vaguely remembered something about the altercation the next day. Her Honor disposed of Robin's claim of continued abuse through the years by stating, "I do not find that her allegation that she was the victim of domestic violence rises to the level of vacating a decree under **CR 60(b)** even if her allegations are true...." because this would be detrimental to Mr. Holbrook's denial of abuse except for "one incident". **(CP 4)** This admission of abuse did not create enough interest for the court to explore the "combat ", as her Honor put it. Her finding flies in the face of the spirit of the rule. She says Mr. Holbrook denies more than "one incident of mutual combat". **(RP 4)** It is a surprise that he admitted to that since he was usually so intoxicated that he couldn't remember, which has always been very convenient. He remembers the one incident because he broke his hand hitting Robin and had to go to the hospital where they keep records of soldiers with broken bones and why. "It is ultimately clear that the court when faced with a Motion to Vacate and controverting affidavits, the court must hold an evidentiary hearing for the purposes of resolving the factual issues presented to the court." **Marriage of Maddix, 41 Wn. App. 248, 252, 703 P .2d 1062 (1985)**

'The court cannot base a finding of detriment on speculation or conjecture.' **Peugh v. Peuge, 67 Wn. 2d 469, 474, 408, P.2d 10 (1965)**

“The court found that Osalde’s act’s were part of an ongoing pattern of domestic violence involving psychological abuse, and also that they amounted to “deliberate cruelty”. See **RCW 9.94A.390(2)(a)**. **96 State v. Osalde Nov.2001 109 Wn. App. 94**

Her Honor states the only contact they had was by telephone or e-mail. “So I don’t believe that she was afraid....” **(RP 4)** Jim used profanity, indecent and obscene words in his conversations with Robin in order to intimidate and coerce her into signing the divorce settlement. Rather than simply negotiating a settlement, the telephone calls between Jim and Robin were vile and threatening. **RCW 9.61.230 (1)** The statute prohibits every person who, with intent to harass, intimidate, torment or embarrass any other person, shall make a phone call to such other person using any lewd, lascivious, profane, indecent, or obscene words or language.... **RCW 9A, 60, 030** In *Tecklenburg v. Washington Gas & Electric Company*, 241 P.2d 1172, 40 Wn.2d 141 (1952), it states that a competent person may be subjected to undue influence and his conduct be governed thereby, no such result is less likely in case of a strong minded than a mentally weakened infirm. The court goes on to say a person who has been unduly influenced if the actor goes beyond persuasion and influence exerted overcomes the will of the person affected, that person is rendered incapable of acting upon his own motives and his free agency is destroyed with reference to the particular transaction in question. A

reading of Robins requests in her settlement petition is a perfect example of losing her free will by intimidation after a comparison with the actual settlement result and is cause for remand.

Her Honor does not believe there was fraud, misrepresentation or misconduct. **(RP 5) Rule 60(b)(4)** speaks of “extrinsic” fraud. Extrinsic fraud, which would justify equitable relief against the decree, “means some intentional act or conduct by which the prevailing party has prevented the unsuccessful party from having a fair submission of the controversy.” **Farley v. Davis, 10 Wn.2d 62, 72, 116 P.2d 263 (1941)** Robin was subjected to extrinsic fraud as opposed to “intrinsic” fraud, which includes judgments based on the prevailing party’s submission of perjured testimony or falsified documents. **Tonga Air Services, Ltd. V. Fowler, 118 Wn.2d 718, 729, 826, P.2d 204 (1992) App.168, 173, 19 P.3d 469 (2001) and cause for remand.**

C. Finally, to show ineffective assistance of counsel, an appellant must show that (1) counsel’s performance was deficient; and (2) the deficient performance prejudiced him. Deficient performance occurs when counsel’s performance falls below an objective standard of reasonableness. Prejudice occurs when but for the deficient performance, the result of the proceedings would have been different.

Robin's attorney, Mr. Bjornson was hired October 25, 2005. He had until July 18, 2006, over nine months, to prepare a Motion to Vacate comprising three pages. He attended a hearing requiring a six page transcript of which one and a half pages were concerned with payment of attorney fees. Three months were wasted before he attempted to serve Jim who worked at Fort Lewis. Jim curiously had just left for Virginia so two months and several hundred dollars were expended for naught searching for him in Virginia. He was eventually served when he returned to Fort Lewis. **(CP 33)** Total cost for attorney fees were \$5166.00.

Mr. Bjornson not only wasted time and money getting started, he complained to her Honor that he did not have sufficient time to prepare a proper brief for the Motion before her. **(RP 2)** "Your honor I wish I could brief this more but...." He presented no evidence or exhibits. He belittled the value of the community property making no attempt to recover the goods that rightfully belonged to Robin, however unimpressed he was with their value. **(RP 1)** He presented no proof that he had previously represented clients who had their military benefits separated prior to fruition and argued the point with the court without said proof. **(RP 3)**

He attempted to contact Mr. Holbrook at Robins phone, which further increased her stress. His conduct was very much below the

standard of reasonableness. Having failed to properly prepare and present a reasonable effort to support Robin's case was a cause for the Motion to Vacate to be denied. He failed to perform his fiduciary duty and this failure is cause for remand.

Robin is entitled to a refund of attorney fees. Robin is without income excepting the pittance that was authorized in the dissolution. **(CP 19)**. She is applying at this time for SSI/Disability and Medi-Cal for her illnesses. She has a need and Mr. Holbrook has the ability to pay for attorney fees under **RCW 26.09.140** Robin's financial needs are great, as her health and mental state have deteriorated since before the divorce. The award of lifetime maintenance in a reasonable amount is nonetheless proper "when it is clear the party seeking maintenance will not be able to contribute significantly to his or her own livelihood." **Marriage of Mathews, 70 Wn. App. 116, 124, 853, P2d 462 (1993) RCW 26.09.120**

CONCLUSION

The court will have sufficient evidence to find that the Motion to Vacate was denied as a result improper reasoning by the trial court in failing to consult the law. RCW 1.12.040 Numerous violations of law by the respondent have misled the trial court into an erroneous decision. The dissolution orders were finalized by as a result of Mr. Holbrook's fraud ,

misconduct and undue duress. Under Civil Rule 60 (b) the court has the power to remand and set aside the trial courts denial for Motion to Vacate. The failure of the counsel for the petitioner has failed to perform his fiduciary duty in behalf of his client and for these many reasons your petitioner prays that the matter be remanded and the settlement portion of the dissolution be set aside for a new trial with competent counsel to represent this petitioner.

RESPECTFULLY SUBMITTED this 10th day of April, 2007.

Robin Holbrook, pro se

Robin L. Holbrook

EXPEDITE (if filing within 5 court days of hearing)

Hearing is set:
 Date: _____
 Time: _____
 Judge/Calendar: _____

FILED
 MAR - 9 2004
 SUPERIOR COURT
 BETTY J. GOULD
 THURSTON COUNTY CLERK

**SUPERIOR COURT OF WASHINGTON
 COUNTY OF THURSTON
 FAMILY AND JUVENILE COURT**

In re the Marriage of:

 James K. Holbrook Petitioner,
 and
 Robin L. Holbrook Respondent.

NO. 04 3 00255 0
 PETITION FOR DISSOLUTION
 OF MARRIAGE
 (PTDSS)

I. BASIS

1.1 IDENTIFICATION OF PETITIONER.

Name (first/last) James Holbrook, Birth date 22 Nov 1970
 Last known residence Thurston Co. WA (county and state).

1.2 IDENTIFICATION OF RESPONDENT.

Name (first/last) Robin Holbrook, Birth date 21 Sept. 1970
 Last known residence Los Angeles Co. CA (county and state).

1.3 CHILDREN OF THE MARRIAGE DEPENDENT UPON EITHER OR BOTH SPOUSES.

The husband and wife are both the parents of the following dependent children:

~~Name (first/last) _____ Age _____
 Name (first/last) _____ Age _____~~

~~Name (first/last) _____ Age _____~~

~~The husband is and the wife is not the parent of the following dependent children:~~

~~Name (first/last) _____ Age _____~~

~~Name (first/last) _____ Age _____~~

~~The wife is and the husband is not the parent of the following dependent children:~~

~~Name (first/last) _____ Age _____~~

~~Name (first/last) _____ Age _____~~

1.4 ALLEGATION REGARDING MARRIAGE.

This marriage is irretrievably broken.

1.5 DATE AND PLACE OF MARRIAGE.

The parties were married on 26 Mar 1990 at Tucson, AZ.
[Date] [City and State]

1.6 SEPARATION.

Husband and wife are not separated.
 Husband and wife separated on 23 Nov 03 [Date].

1.7 JURISDICTION.

This court has jurisdiction over the marriage.

This court has jurisdiction over the respondent because:
 the respondent is presently residing in Washington.
 the petitioner and respondent lived in Washington during their marriage and the petitioner continues to reside, or be a member of the armed forces stationed, in this state.
 the petitioner and respondent may have conceived a child while within Washington.
 Other:

This court does not have jurisdiction over the respondent.

1.8 PROPERTY.

There is community or separate property owned by the parties. The court should make a fair and equitable division of all the property.

- The division of property should be determined by the court at a later date.
- The petitioner's recommendation for the division of property is set forth below.

The petitioner should be awarded the parties' interest in the following property:

1983 Jeep CJ7, 1973 Jeep J-4000, 1987 Nissan Stanza, HP laptop
Computer, Fax machine, All Automotive tools and Associated Equipment,
18" Chain Saw, Gas Edger, and All Associated Garden tools + Equipment,
Toshiba Microwave oven, 25" Console TV, Panasonic HiFi VCR,
50% of CD Collection, Washer + Dryer, any remaining personal items
Military retirement benefits.

Nothing Follows

The respondent should be awarded the parties' interest in the following property:

1976 Chevrolet Nova, Toshiba 65" wide screen TV, all exercise
Equipment, Household furnishings, Kitchen wares, E-machine Desktop
Computer, any home electronics not specifically granted to the petitioner.
3yr. old Ball Python, 1yr old California King Snake w/associated supplies
50% of CD Collection. Upright Freezer, any remaining personal items.

Nothing Follows

Other:

1.9 DEBTS AND LIABILITIES.

- The parties have no debts and liabilities.
- The parties have debts and liabilities. The court should make a fair and equitable division of all debts and liabilities.
 - The division of debts and liabilities should be determined by the court at a later date.
 - The petitioner's recommendation for the division of debts and liabilities is set forth below.

The petitioner should be ordered to pay the following debts and liabilities to the following creditors:

AAFES Exchange credit program	\$ 4537. <u>73</u>
MBNA MasterCard	7662. <u>33</u>
Discover	5076. <u>71</u>
JCPenny	2041. <u>94</u>
Best Buy	1200. <u>00</u>
Care Credit	1255. <u>57</u>

Nothing Follows

The respondent should be ordered to pay the following debts and liabilities to the following creditors:

None.

- Each party should pay their debts incurred since separation.
- Other:

1.10 SPOUSAL MAINTENANCE.

- Spousal maintenance should not be ordered.
- There is a need for spousal maintenance as follows:

Other:

1.15 OTHER.

II. RELIEF REQUESTED

The petitioner REQUESTS the court to enter a decree of dissolution and to grant the relief below.

- Provide reasonable maintenance for the husband wife.
- Approve the petitioner's proposed parenting plan for the dependent children listed in paragraph 1.14.
- Determine support for the dependent children listed in paragraph 1.14 pursuant to the Washington State Child Support Schedule.
- Approve the separation contract or prenuptial agreement.
- Divide the property and liabilities.
- Change name of wife to (first, middle, last): _____.
- Change name of husband to (first, middle, last): _____.
- Enter a continuing restraining order.
- Order payment of day care expenses for the children listed in paragraph 1.14
- Award the tax exemptions for the dependent children listed in paragraph 1.14 as follows:

- Order payment of attorney's fees, other professional fees and costs.
- Other:

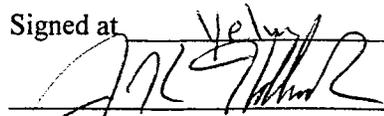
Dated: 9 March 2004


Signature of Petitioner or Lawyer/WSBA No.

James K. Holbrook
Print or Type Name

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

Signed at Velva, [City] WA [State] on 9 March 04 [Date].


Signature of Petitioner

James K. Holbrook
Print or Type Name

FILED
SUPERIOR COURT
HURSTON COUNTY WASH

04 APR 30 P 3:48

HEIT... GULL...
BY _____ 3
DEPUTY

**SUPERIOR COURT OF WASHINGTON
COUNTY OF**

In re the Marriage of:

James K. Holbrook
Petitioner,
and
Robin L. Holbrook
Respondent.

NO. 04 3 00255 0

RESPONSE TO PETITION
(DOMESTIC RELATIONS)
(RSP)

TO THE ABOVE-NAMED PETITIONER:

I. RESPONSE

1.1 ADMISSIONS AND DENIALS.

The allegations of the petition in this matter are ADMITTED or DENIED as follows (check only one for each paragraph).

Paragraph of the Petition

1.1	<input checked="" type="checkbox"/>	Admitted	<input type="checkbox"/>	Denied	<input type="checkbox"/>	Lacks Information
1.2	<input checked="" type="checkbox"/>	Admitted	<input type="checkbox"/>	Denied	<input type="checkbox"/>	Lacks Information
1.3	<input checked="" type="checkbox"/>	Admitted	<input type="checkbox"/>	Denied	<input type="checkbox"/>	Lacks Information
1.4	<input type="checkbox"/>	Admitted	<input checked="" type="checkbox"/>	Denied	<input type="checkbox"/>	Lacks Information
1.5	<input checked="" type="checkbox"/>	Admitted	<input type="checkbox"/>	Denied	<input type="checkbox"/>	Lacks Information
1.6	<input checked="" type="checkbox"/>	Admitted	<input type="checkbox"/>	Denied	<input type="checkbox"/>	Lacks Information
1.7	<input checked="" type="checkbox"/>	Admitted	<input type="checkbox"/>	Denied	<input type="checkbox"/>	Lacks Information

RESPONSE TO PETITION (RSP) - Page 1 of 3
WPF DR 01 0300 (6/2002) - RCW 26.09 0300

1.8	<input type="checkbox"/>	Admitted	<input checked="" type="checkbox"/>	Denied	<input type="checkbox"/>	Lacks Information
1.9	<input checked="" type="checkbox"/>	Admitted	<input type="checkbox"/>	Denied	<input type="checkbox"/>	Lacks Information
1.10	<input type="checkbox"/>	Admitted	<input checked="" type="checkbox"/>	Denied	<input type="checkbox"/>	Lacks Information
1.11	<input checked="" type="checkbox"/>	Admitted	<input type="checkbox"/>	Denied	<input type="checkbox"/>	Lacks Information
1.12	<input checked="" type="checkbox"/>	Admitted	<input type="checkbox"/>	Denied	<input type="checkbox"/>	Lacks Information
1.13	<input checked="" type="checkbox"/>	Admitted	<input type="checkbox"/>	Denied	<input type="checkbox"/>	Lacks Information
1.14	<input checked="" type="checkbox"/>	Admitted	<input type="checkbox"/>	Denied	<input type="checkbox"/>	Lacks Information
1.15	<input checked="" type="checkbox"/>	Admitted	<input checked="" type="checkbox"/>	Denied	<input type="checkbox"/>	Lacks Information

Each allegation of the petition which is denied, is denied for the following reasons [List separately]:

- 1.4 Due to my continued commitment to this marriage and his impending deployment, there will not be time to settle the issues between us.
- 1.8 I have been informed that I am entitled to half of his military retirement benefits. After years of love, support and emotional pain and stress from so many separations both from him and my family, I feel I have more than earned my half.
- 1.10 In the event that a dissolution of this marriage is inevitable, I will need financial support as he has been my sole source of support for 14 years. I will need at least \$2000 a month to live. I will also be losing the medical insurance that I need due to health problems that require daily medication.

1.2 NOTICE OF FURTHER PROCEEDINGS.

Notice of all further proceedings in this matter should be sent to the address below.

Robin L. Holbrook, P.O. Box 929, Pearblossom, Ca.
93553

1.3 OTHER.

1.5 Settlement of all insurance policies whole or term and for continuance of beneficiaries, etc.

II. REQUEST FOR RELIEF.

Does not apply.
 The respondent requests the court to grant the relief requested below.

- Enter a decree.
- Provide reasonable maintenance for the husband wife.
- Approve my parenting plan for the dependent children.
- Determine support for the dependent children pursuant to the Washington State Child Support Schedule.
- Approve the separation agreement.
- Dispose of property and liabilities.
- Change name of wife to: _____
- Change name of husband to: _____
- Enter a continuing restraining order.
- Order payment of day care expenses for the children.
- Award the tax exemptions for the dependent children as follows:

Order payment of attorney's fees, other professional fees and costs.
 Other: *To the above, in the event one becomes necessary.*

Dated: April 27, 2004

Robin L. Holbrook
Signature of Lawyer or Respondent

Robin L. Holbrook
Print or Type Name

Notice to party: [You may list an address that is not your residential address where you agree to accept legal documents.]

[Address]



Quaker City Bank

A Division of Banco Popular

7021 Greenleaf Avenue, Whittier, CA 90602-1300

ROBIN LEE HOLBROOK

PAGE 2
59 101902 01

DAILY BALANCE SUMMARY FOR TOTALLY FREE CHECKIN

CONTINUED

DATE	DESCRIPTION	DEPOSITS	WITHDRAWALS	BALANCE
10-20	JERRYS TRUCK S			
	PEAR BLOSSOM, CA		3.75-	190.14
10-20	CHECK 00000118		15.00-	175.14
10-22	796 TOWN & COU		16.18-	158.96
	PEARBLOSSOM, CA			
10-22	796 TOWN & COU		7.75-	151.21
	PEARBLOSSOM, CA			
10-22	JERRYS TRUCK S		8.00-	143.21
	PEAR BLOSSOM, CA			
10-22	JERRYS TRUCK S		14.85-	128.36
	PEAR BLOSSOM, CA			
10-23	PALMDALE DEPOSIT	100.00		228.36
10-25	796 TOWN & COU		29.37-	198.99
	PEARBLOSSOM, CA			
10-25	PALMDALE DEPOSIT	100.00		298.99
10-25	JERRYS TRUCK S		9.25-	289.74
	PEAR BLOSSOM, CA			
10-26	13012 PEARBLOSSOM		21.50-	268.24
	PEARBLOSSOM, CA			
10-26	ATM PROCESSING FEE		1.00-	267.24
10-27	796 TOWN & COU		12.68-	254.56
	PEARBLOSSOM, CA			
10-28	796 TOWN & COU		44.30-	210.26
	PEARBLOSSOM, CA			
11-01	DFAS-IN IND, IN ARMY ALLT	1,250.00		1,460.26
11-01	JERRYS TRUCK S		11.47-	1,448.79
	PEAR BLOSSOM, CA			
11-01	WAL-MART STORE		29.68-	1,419.11
	PALMDALE, CA			
11-01	WAL-MART #2950		201.54-	1,217.57
	PALMDALE (E), CA			
11-01	RITE AID #5844		35.83-	1,181.74
	PALMDALE, CA			
11-02	ALBERTSONS		163.10-	1,018.64
	PALMDALE, CA			
11-02	AAFES		5.57-	1,013.07
	EDWARDS AFB, CA			
11-02	CHECK 00000131		23.16-	989.91
11-02	CHECK 00000133		20.50-	969.41
11-03	PALMDALE DEPOSIT	2,000.00		2,969.41
11-03	WAL-MART #2950		158.34-	2,811.07
	PALMDALE (E), CA			
11-04	CHECK 00000134		651.69-	2,159.38
11-04	CHECK 00000135		225.13-	1,934.25
11-05	AIC*ALLSTATE I		20.33-	1,913.92
	800-255-7828, IL			
11-05	RITE AID STORE		9.00-	1,904.92
	PALMDALE, CA			
11-05	WAL-MART STORE		75.59-	1,829.33
	PALMDALE, CA			
11-05	CHECK 00000132		36.00-	1,793.33
11-06	796 TOWN & COU		34.38-	1,758.95
	PEARBLOSSOM, CA			
11-06	USPS 058102055		15.27-	1,743.68
	PEARBLOSSOM, CA			

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2 DEPS 20 CHKS CY08

ROBIN LEE HOLBROOK
PO BOX 929
PEARBLOSSOM CA 93553

PAGE 1
DECEMBER 8, 2004

170 4282

TOTALLY FREE CHECKIN SUMMARY

11-09-04 THROUGH 12-08-04

PREVIOUS BALANCE	DEPOSITS NO.	DEPOSITS AMOUNT	CHECKS NO.	CHECKS AMOUNT	WITHDRAWALS NO.	WITHDRAWALS AMOUNT	ENDING BALANCE
1,743.68	3	3,650.00	20	2,858.34	45	2,142.47	392.87

REGULAR CHECKS

DATE	CHECK	AMOUNT	DATE	CHECK	AMOUNT	DATE	CHECK	AMOUNT
11-16	0	234.00	11-12	143	160.95	11-16	153	14.06
11-30	0	234.00	11-18	146*	50.00	11-16	154	132.51
11-09	136	250.00	11-16	147	50.00	11-18	156*	31.51
11-09	137	179.20	11-17	148	26.90	11-18	157	175.00
11-10	138	35.00	11-15	149	19.46	12-02	158	850.00
11-12	139	50.00	11-22	150	167.00	12-08	159	125.50
11-09	142*	50.00	11-16	152*	23.25			

* DENOTES BREAK IN CHECK NUMBER SEQUENCE
20 REGULAR CHECKS 2,858.34

DAILY BALANCE SUMMARY FOR TOTALLY FREE CHECKIN

DATE	DESCRIPTION	DEPOSITS	WITHDRAWALS	BALANCE
	PREVIOUS BALANCE			1,743.68
11-09	PALMDALE DEPOSIT	2,000.00		3,743.68
11-09	WAL-MART #2950		25.17-	3,718.51
	PALMDALE (E), CA			
11-09	WAL-MART STORE		137.25-	3,581.26
	PALMDALE, CA			
11-09	ALBERTSONS		14.31-	3,566.95
	PALMDALE, CA			
11-09	CHECK 00000136		250.00-	3,316.95
11-09	CHECK 00000137		179.20-	3,137.75
11-09	CHECK 00000142		50.00-	3,087.75
11-10	796 TOWN & COU		11.00-	3,076.75
	PEARBLOSSOM, CA			
11-10	A/R CHECK 0140		50.00-	3,026.75
	WAL-MART/MCCBG 2318			
11-10	CHECK 00000138		35.00-	2,991.75
11-11	RITE AID STORE		37.48-	2,954.27
	PALMDALE, CA			
11-11	796 TOWN & COU		15.46-	2,938.81
	PEARBLOSSOM, CA			
11-11	JERRYS TRUCK S		25.75-	2,913.06
	PEAR BLOSSOM, CA			
11-12	796 TOWN & COU		33.29-	2,879.77

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ROBIN LEE HOLBROOK

PAGE 3
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DAILY BALANCE SUMMARY FOR TOTALLY FREE CHECKIN

CONTINUED

DATE	DESCRIPTION	DEPOSITS	WITHDRAWALS	BALANCE
11-27	PEARBLOSSOM, CA ATM			
11-27	ATM PROCESSING FEE		1.00-	342.75
11-27	WAL-MART STORE PALMDALE, CA		96.44-	246.31
11-29	JERRYS TRUCK S PEAR BLOSSOM, CA		55.00-	191.31
11-29	JERRYS TRUCK S PEAR BLOSSOM, CA		11.39-	179.92
11-29	USPS 058102055 PEARBLOSSOM, CA		27.11-	152.81
11-30	CHECK 00000000		234.00-	81.19-
11-30	CHECK PROCESSING CHARGE 1500		22.00-	103.19-
12-01	DFAS-IN IND, IN ARMY ALLT	1,250.00		1,146.81
12-01	JERRYS TRUCK S PEAR BLOSSOM, CA		26.23-	1,120.58
12-02	796 TOWN & COU PEARBLOSSOM, CA		15.10-	1,105.48
12-02	CHECK 00000158		850.00-	255.48
12-03	JERRYS TRUCK S PEAR BLOSSOM, CA		25.14-	230.34
12-06	PALMDALE DEPOSIT	400.00		630.34
12-06	WAL-MART STORE PALMDALE, CA		49.22-	581.12
12-06	LITTLE ROCK LI PEARBLOSSOM, CA		20.50-	560.62
12-08	VZW*VZWRSS DE FOLSOM, CA		19.99-	540.63
12-08	DEL TACO #952 PALMDALE, CA		11.51-	529.12
12-08	JERRYS TRUCK STOP PEAR BLOSSOM, CA		10.75-	518.37
12-08	CHECK 00000159		125.50-	392.87
	ENDING BALANCE			392.87
LOW BALANCE (11-30-2004)				997.06
		103.19-	AVERAGE BALANCE	

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ceiling fans
x-mas things
painting w Dick when I was 17
iron
cables, wiring for electronics

Also note that all electronics that
were received were either broken
beyond repair or damaged in some
fashion, as was all the wood
furniture. The stereo was
replaced as it was a gift from my
dad. All worked properly when
I left all in his care.

Missing Items
657 Toshiba VHS Tapes
Dresser, 9 drawers
vacuum, Dexting Australia
Head & Foot board for the bed
bedroom night stand
reptile table
22 rifle
patio furniture
garden planters
Satellite dish
office bookcase & chairs
kitchen tools
all bath & kitchen floor mats
wood finishing supplies
carpet Sharp Shooter, Bissel Proheat
Mountain Bike

Lamp shades
The above listed items were not in
the HH goods I picked up on 11-8-04
in Yelm, WA. from L & W Storage
unit P-8.

Wade E. Zylka 11-12-04

DN1030MU Plea/Sentencing Update (PLS) RAINIER MUNICIPAL VAB 1 of 2

Case: C00001855 RAP CT Csh: Pty: DEF 1 StID: D HOLBRJK304Q2 AZ

Name: HOLBROOK, JAMES K NmCd: IN 611 65059

Charge : 1 46.61.502 DUI DV: N

Amended To: 2 46.61.5249 NEGLIGENT DRIVING 1ST DEGREE DV: N

Docket: _____

Arraignmnt: 02 26 2002 Plea/Response: NG 02 26 2002 Typ: CT

Fnd/Jdgmnt: AM 03 19 2002 F/Judge: CWH F/J Reason: _____

Sent Date: _____ S/Judge: _____ Waived Counsel: _____ BAC: _____

Jail Sentence: _____ Suspended Jail: _____ Credit: _____ Jail Complied: _____

Fine: _____ Suspended: _____ Other: _____ Total: _____

Case Conditions	1 - 1 of 1	Time	--Fee--	Imposed Dt	Review Date	C
NV6 No Violations for 6 Months		6 M		03 19 2002	09 24 2002	N
_____		_____		_____	_____	_____
_____		_____		_____	_____	_____
_____		_____		_____	_____	_____
_____		_____		_____	_____	_____

Docket: _____

Calendar: _____ on _____ at _____ Room: _____ Judge: _____

Charge:F7=Back F8=FWD Case Conditions:Shift F7=Back Shift F8=FWD

07 APR 12 AM 9: 18

STATE OF WASHINGTON
BY an
DEPUTY

CERTIFICATE OF SERVICE

I declare under penalty of perjury under the laws of the state of Washington that the following is true and correct:

At all times hereinafter mentioned, I was and am a citizen of the United States of America, a resident of the state of Washington, over the age of eighteen (18) years, not a party to the above entitled action, and competent to be a witness herein.

On the date set forth below I served in the manner noted the document(s) entitled: Appellant's Brief on the following person(s).

Attorney for James K. Holbrook:

Robert M. Hill
Morgan Hill P.C.
2102 Carriage Drive SW, Bldg. C.
Olympia, Washington 98502

DATED this 18th day of April, 2007.

Patricia L. Pielstick
Patricia L. Pielstick