

FILED  
APR 11 2007  
COURT OF APPEALS  
DIVISION II  
TACOMA, WASHINGTON  
*[Signature]*

No. 35564-7-II

COURT OF APPEALS  
DIVISION II  
OF THE STATE OF WASHINGTON

---

LLOYD MICHAEL, Appellant,

v.

UTE MICHAEL, Respondent

---

BRIEF OF APPELLANT  
AMENDED

---

Robert Taub & Associates  
4002 Tacoma Mall Blvd., Suite 203  
Tacoma, Washington 98409

L. Carla Austin  
Attorney for Appellant  
W.S.B.A. # 36875

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## A. ASSIGNMENTS OF ERROR

### Assignments of Error

1. The revision court erred when it awarded the wife a share of the husband's military disability benefits when the disability was not contemplated at the time of divorce, because the court erred in its reliance on *In re Marriage of Jennings*, 138 Wn.2d 612, 980 P.2d 1248 (1999), because *Jennings* dealt only with the state law issue of whether the decree could be reopened under CR 60(b)(11), and did not address whether federal law prohibits such an award.

### Issues Pertaining to Assignments of Error

Issue: Did the court's modification of the decree of dissolution awarding the ex-wife spousal maintenance, and ordering that said maintenance be calculated from the combined sum of the husband's military retirement and disability benefits, violate the prohibition against division of military disability benefits in divorce cases mandated by 10 U.S.C. § 1408, and the United States Supreme Court's decision in *Mansell v. Mansell*, 490 U.S. 581 (1989)?

**B. STATEMENT OF THE CASE**

Statement of the Case: The facts of the case are undisputed. Lloyd Michael and Ute Michael divorced in 1981. CP 14-18. On April 13, 1984, the decree was modified in accordance with 10 U.S.C. § 1408, the Uniformed Services Former Spouses Protection Act (USFSPA). CP 14-18. The wife was awarded 35.86% of the husband's military "entitlement." CP 14-18.

In January 2006, Ms. Michael began receiving her share of the husband's military retirement benefits. CP 1-2. In March of that year, Mr. Michael began receiving military disability benefits. CP 1-2. In accordance with federal law, his retirement benefits, along with Ms. Michael's share of those benefits, were reduced by the amount of the disability benefits. CP 1-2. Ms. Michael brought this action in the court below to restore her portion of those waived retirement benefits. CP 1-2.

Ms. Michael's motion to vacate or modify the 1984 decree of divorce was heard on October 10, 2006 by Pierce County Superior Court Commissioner Pro Tem Ronald Thompson. CP 25. The court denied the motion, finding that the court did not have jurisdiction over the husband's military disability benefits. CP 25. Ms. Michael moved the court for reconsideration. CP 26-27.

That motion was heard on October 20, 2006 by Judge John Hickman. CP 28-30. The court reversed the commissioner's order, finding that the Washington Supreme Court's decision in *Jennings, supra*, and the subsequent Court of Appeals interpretation of that decision in *Marriage of Perkins*, 107 Wn. App. 313 (2001), was on point and controlling in the present case. CP 28-30. The court ordered Mr. Michael to pay "compensatory spousal support in an amount equal to 35.86% of the combined military disability and retirement pay received by the Petitioner... [minus] the amount of Petitioner's retirement pay actually received by Respondent from DFAS for her share of retirement pay." CP 28-30. The court also awarded the wife back support, dating to March 1, 2006, and attorney's fees in the amount of \$1,500. CP 28-30.

Mr. Michael appeals the court's ruling on the grounds that 10 U.S.C. 1048, the Uniformed Services Former Spouses Protection Act (USFSPA), prevents the award of military disability benefits to a spouse in a dissolution, whether the extent of the military spouse's disability is known at the time of the divorce or becomes apparent at a later time.

### **C. SUMMARY OF ARGUMENT**

The court on revision erred in modifying the decree of dissolution by awarding the respondent compensatory spousal maintenance calculated

from the husband's combined military retirement and disability benefits because it erred in finding that the post-dissolution award of military disability benefits to a former spouse, when the disability was not known or claimed at the time of the divorce, is not barred by the USFSPA.

**D. ARGUMENT**

**1. STANDARD OF REVIEW.**

The court reviews questions of law *de novo*. *Woldson v. Woodhead*, 159 Wn.2d 215 (slip opinion, p. 5) (2006).

**2. THE TRIAL COURT ERRED IN AWARDING A PORTION OF THE HUSBAND'S DISABILITY BENEFITS TO THE WIFE BECAUSE THE USFSPA, 10 U.S.C. § 1408(C)(1), SPECIFICALLY PROHIBITS THE DIVISION OF DISABILITY BENEFITS IN A DISSOLUTION ACTION.**

The United States Supreme Court in *Mansell* confirmed that the USFSPA specifically bars state courts from dividing disability pay in dissolution actions:

[T]he legislative history, read as a whole, indicates that Congress intended both to create new benefits for former spouses and to place limits on state courts designed to protect military retirees....[W]e hold that the Former Spouses' Protection Act does not grant state courts the [490 U.S. 595] power to treat as property divisible upon divorce military retirement pay that has been waived to receive veterans disability benefits.

*Mansell v. Mansell*, 490 U.S. 581, 594-95 (1989).

Following the *Mansell* decision, the Washington Supreme Court stated that “a trial court may not...divide and distribute the disability pay or value it and offset other property against that value.” *In re Marriage of Kraft*, 119 Wn.2d 438, 451 (1992). In 2001, the *Perkins* court held that the USFSPA barred the trial court from dividing the husband’s disability benefits, stating that “a trial court may not divide a veteran’s disability pension and award part of it to the nondisabled spouse, even if the court labels its award as ‘maintenance’.” *Perkins, supra*, at 327.

The revision court found that the *Jennings* and *Perkins* were on point and controlling, and that relief was proper under CR 60(b)(11). The revision court specifically noted its reliance on the *Perkins* interpretation of the *Jennings* case. Verbatim Transcript of Proceedings, Motion for Revision, October 20, 2006, p. 10, ln. 25 through p. 11, ln. 2. The federal issue of whether the award was barred by the USFSPA was not addressed by either party in *Jennings*. The Washington State Court of Appeals in *Perkins* stated this fact clearly:

...[N]o one contended that the trial court had violated *federal* law when it entered its 1992 decree, or when it entered its 1996 order revising the 1992 decree.... The question discussed in *Jennings* was whether *state* law afforded the wife a remedy when, years after the original decree, the husband waived most of the service pension that the trial court had properly divided and distributed in its original decree.

*Id.* at 325-26 (emphasis in original). The *Perkins* court went on to clarify the state court's powers at the time of dissolution, under *federal* law:

[A] Washington dissolution court may not divide or distribute a veteran's disability pension, but it may consider a spouse's entitlement to an *undivided* veteran's disability pension as one factor relevant to a just and equitable distribution of property under RCW 26.09.080 and as one factor relevant to maintenance under RCW 26.09.090....

*Id.*, at 322-23.

The revision court in the instant case did not merely consider those benefits as a means to pay maintenance. Instead, the revision court calculated the amount of maintenance as a *direct percentage* of the combined amount of the husband's military retirement *and* disability benefits. This is direct opposition to the court's holding in *Perkins*, and the U.S. Supreme Court's holding in *Mansell*.

### **3. CASE LAW IN OTHER STATES.**

There is a sharp division among states as to whether disability benefits may be divided when those benefits are claimed post-dissolution. For example:

#### Kansas

Kansas courts have held that trial courts cannot divide disability benefits at the time of divorce, or after a subsequent disability determination.

*Mansell* makes it perfectly clear that the state trial courts have no jurisdiction over disability benefits received by a veteran. The trial court in this case cannot order [the husband] to change the payments back to retirement benefits, and it cannot order him to pay his disability benefits to [the wife]. ***We conclude the court may not do indirectly what it cannot do directly...***In the long run, [the wife] was awarded an asset which has significantly declined in value. We do not believe that when an asset awarded under a divorce decree has subsequently declined in value, the party harmed thereby can reopen the divorce and demand additional property or more payments. In essence, this is what [the wife] seeks in this matter.

*In re Marriage of Pierce*, 982 P.2d 995, 998; 26 Kan. App.2d 236 (1999) (emphasis added).

#### New Mexico

The New Mexico Court of Appeals held that courts may make equitable awards based on a post-dissolution award of disability benefits,

but states clearly that those awards must not specify the disability benefits as the source of the award.

The trial court's order does not identify disability payments as the source of the payments. Instead, the order leaves it to Husband to determine how he will pay the judgment. Therefore, the order does not violate Mansell because the "critical factor, for the purposes of complying with federal law, is that the court order does not specifically require that disability benefits provide the source of the funds paid to the non-military spouse."

*Hadrych v. Hadrych*, 149 P.3d 593 (2006) (citing *Scheidel v. Scheidel*, 4 P.3d 670, 129 N.M. 223 (2000)). California courts have followed a similar line of reasoning. See *In re Marriage of Kremplin*, 70 Cal.App.4th 1008, 83 Cal.Rptr.2d 134 (1999).

### Idaho

In *McHugh v. McHugh*, the Idaho Court of Appeals upheld a post-dissolution award of a portion of disability benefits to an ex-spouse. 861 P.2d 113, 124 Idaho 543 (1993). This case is distinguishable from the instant case, however. In *McHugh*, the parties entered into a settlement agreement at the time of dissolution which included an agreement that the wife would receive a set amount of the husband's military retirement benefits. The court concluded that the post-dissolution award was merely giving effect to the settlement agreement. In the instant case, no such

agreement was made. Tennessee also follows this line of reasoning regarding settlement agreements. See *Johnson v. Johnson*, 37 S.W.3d 892 (Tenn. 2001).

#### Arizona

Arizona courts, on the other hand, have held that post-dissolution awards of disability benefits are not in violation of *Mansell*:

And, as we stated in *Gaddis*, we will not allow a "former spouse, post-decree, to transform retirement benefits constituting community property to [other, non-retirement] benefits constituting separate property." We therefore conclude that *Mansell* does not preclude wife from obtaining the relief requested...

*Harris v. Harris*, 991 P.2d 262; 195 Ariz. 559 (1999)(citing *In re Marriage of Gaddis*, 957 P.2d 1010; 191 Ariz. 467 (1997))(internal citations omitted).

#### Summary of Out-of-State Case Law

State court decisions in this area have been widely varied; however, most states agree that *Mansell* restricts, at least to some degree, the ability of state courts to modify decrees of dissolution when the military spouse begins receiving disability benefits after the date of divorce.

**4. PRINCIPLES OF STATUTORY  
INTERPRETATION DICTATE THAT COURTS  
MUST AVOID REACHING ILLOGICAL  
CONCLUSIONS IN INTERPRETATION OF  
STATUTES.**

“In interpreting a statute, the primary objective of the court is to ascertain and carry out the intent and purpose of the legislature in creating it.” *Fraternal Order of Eagles, Tenino Aerie No. 564 v. Grand Aerie of Fraternal Order of Eagles*, 148 Wn.2d 224, 239-40 (2002). “A statute should be construed in light of the legislative purposes behind its enactment.” *State v. Day*, 96 Wn.2d 646 (1981). To that end, courts must construe legislation to avoid absurd or illogical results.

The United States Supreme Court in *Mansell*, in barring the distribution of military disability benefits in divorces, bluntly stated its views on the language of the USFSPA:

We realize that reading the statute literally may inflict economic harm on many former spouses. But we decline to misread the statute in order to reach a sympathetic result when such a reading requires us to do violence to the plain language of the statute and to ignore much of the legislative history....

*Mansell* at 594.

Both the plain language of the statute and its interpretation by the courts indicate that Congress intended for veterans' disability benefits to be protected from division in dissolution cases. It is irrelevant whether disability is apparent at time of divorce or becomes apparent later, if the ex-spouse is allowed to access the serviceperson's disability benefits when the disability *does* become apparent, the court is essentially dividing those benefits in advance. If those benefits are instead divided post-dissolution, the result is the same – this would be directly contrary to the purpose of the statute, and would be a nonsensical result given Congress' clear intent to shield disability benefits from division. It is absurd to assume that congress intended to create a class of disabled veterans who are penalized for the simple reason that their disability was not apparent on the date of their divorce.

#### **E. CONCLUSION**

The revision court's modification of the decree of dissolution awarding the ex-wife spousal maintenance, and ordering that said maintenance be calculated from the combined sum of the husband's military retirement and disability benefits, was in err because:

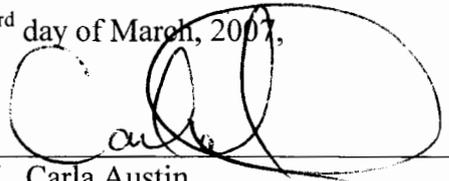
1. It violated the prohibition against division of military disability benefits in divorce cases mandated by the USFSPA (10 U.S.C. § 1408), because the award of compensatory spousal was based on the amount of the husband's military disability benefits;
2. It violated the United States Supreme Court's decision in *Mansell*, because it awarded the wife a share of the husband's military disability benefits;
3. The revision court improperly relied on the *Jennings* case, and the *Perkins* court's interpretation of that case, because *Jennings* did not address the federal question at issue here; and
4. The revision court's reading of the USFSPA creates an illogical and impermissible result in that it essentially creates a class of disabled veterans who are exempt from the protection of the law for the simple reason that they were not aware of the full extent of their disability at the time of their divorce.

Appellant respectfully requests that:

1. The order of the court modifying the decree of dissolution be reversed;

2. The ruling of the commissioner be reinstated; and
3. The wife be ordered to pay the husband's attorney fees on appeal.

Respectfully submitted this 23<sup>rd</sup> day of March, 2007,

A handwritten signature in black ink, appearing to read 'L. Carla Austin', is written over a horizontal line. The signature is stylized and somewhat cursive.

L. Carla Austin  
Attorney for Appellant  
W.S.B.A. # 36875

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PIERCE COUNTY, WASHINGTON  
DRAAG-ROBITAS County Clerk  
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SUPERIOR COURT OF WASHINGTON FOR PIERCE COUNTY

In re the marriage of	)	
FLOYD RUSSELL MICHAEL,	)	NO. 299268
	)	
Petitioner,	)	ORDER MODIFYING
	)	DECREE OF DISSOLUTION
and	)	
UTE ALBERTINE MICHAEL,	)	
	)	
Respondent.	)	

THIS MATTER having come on regularly for hearing upon the Petition of the respondent and upon a showing that the respondent was entitled to have her Petition considered by the Court, neither of the parties being present but both of them being represented by counsel, and the Court having read the depositions of both parties as well as the briefs filed herein and the other pleadings in the file, and having heard the arguments of counsel, and believing itself to be fully advised, now, thereof, it is hereby

ORDERED, ADJUDGED AND DECREED that the original Findings of Fact, Conclusions of Law, and Decree of Dissolution entered in this matter be amended in the following respects:

Under the heading "Property to be Awarded to the Petitioner" in the Findings of Fact, and where, in the Decree of Dissolution, that same property is mentioned, any reference to the award to the petitioner of "All potential interest in the military retirement that has accrued through his military service." is to be changed in both the Findings of Fact and the Decree of Dissolution, to read as follows: The respondent shall have an award of \$360.00 per month as her community interest in the

O. MOD. DECREE - 1

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- 716 BOURNCEMER MALL SEATTLE, WA 98108 342-8402
- 714 NORWEGIAN EAST DRIVE SEATTLE, WA 98126 343-2896

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petitioner/husband's military retirement. While the Court finds that the parties were married for 17 years out of the 20 years which the husband spent on active duty in the U.S. Army, the amount awarded to the respondent/wife is slightly less than she would be entitled to under a straight mathematical computation. The amount awarded takes into consideration the award of other community property to the wife and represents 35.86% of the petitioner/husband's entitlement, which is stipulated by the parties to be \$735.00 as of the date of this modification. In the event of any future increases in the petitioner/husband's entitlements, the respondent/wife's proportionate share shall be increased accordingly based on the percentage factor cited.

Under Conclusions of Law add the following: The military retirement compensation previously awarded in toto to the husband is found to be subject to a community interest of the respondent/wife, based on Federal laws enacted in early 1983, as a part of the defense authorization act for fiscal year 1983, codified at 10 U.S.C. Sec. 901-906, more familiarly known as "Uniform Services Former Spouses Protection Act." This legislation reversed the decision of the U.S. Supreme Court in McCarty v. McCarty, 453 U.S. 210, 69 L.Ed.2d 589, 101 S.Ct. 2728 (1981), which had held that such military retirement pay is the separate property of the spouse receiving it. In light of this new legislation, the retired pay of the petitioner herein, Floyd R. Michael, is held to be community property and may be apportioned in the same manner as any other pension, according to the laws of the State of Washington.

DONE IN OPEN COURT on

*May 13 1984*  
*[Signature]*  
JUDGE/COURT COMMISSIONER

**FILED**  
IN COUNTY CLERKS OFFICE  
APR 13 1984 P.M.  
CLERK OF SUPERIOR COURT  
JANICE COUNTY WASHINGTON  
BY *[Signature]* DEPUTY

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PRESENTED BY:

Richard O. Smith  
Attorney for Respondent

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O. MOD. DECREES - 3

### THE CAMERON LAW OFFICES

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271-2820
- 170 BOURBONCROSS MALL  
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262-8822
- 720 NORTHOMER EAST DRIVE  
BOSTON, MA 02125  
262-8822

NOV - 2 1981

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON  
IN AND FOR THE COUNTY OF PIERCE

IN RE THE MARRIAGE OF )

LLOYD RUSSEL MICHAEL, )

Petitioner, )

NO. 2 99 162

and )

UTE ALBERTINE MICHAEL, )

DECREE OF DISSOLUTION

Respondent. )

THIS MATTER having come on for hearing before the above  
entitled court on the 11th day of September, 1981, and having  
been resolved by agreement between the parties and formal proof  
being presented before the Court Commissioner by Stephen C. [redacted],  
attorney for petitioner; and the court having made and entered its  
Findings of Fact and Conclusions of Law, and being fully advised  
in the premises; now, therefore, it is hereby

ORDERED, ADJUDGED AND DECREED, that a decree of dissolution  
of marriage is hereby entered, dissolving the marriage between  
the parties hereto; it is further

ORDERED, ADJUDGED AND DECREED, that the respondent be  
and she is hereby awarded the care, custody and control of the  
minor child of the parties, namely, SANTINA ALBERTINE MICHAEL; and  
the petitioner be and he is hereby granted reasonable rights of  
visitation; it is further

ORDERED, ADJUDGED AND DECREED, that the petitioner be  
and he is hereby awarded as his sole and separate property the  
following:

1. Household goods and furnishings in his possession;

- 1 2. 1980 Oldsmobile automobile;
- 2 3. Checking account in his name with Pacific National
- 3 Bank of Washington;
- 4 4. All insurance on his life and on the life of the
- 5 minor child of the parties;
- 6 5. All potential interest in the military retirement
- 7 that has accrued through his military service;
- 8 6. All of his Social Security credits and benefits,
- 9 and other emoluments of his employment; and
- 10 7. Personal effects and belongings of the petitioner.

11 it is further

12 ORDERED, ADJUDGED AND DECREED, that the respondent be  
13 and she is hereby awarded as her sole and separate property the  
14 following:

- 15 1. Household goods and furnishings in her possession;
- 16 2. 1976 Grand Prix automobile;
- 17 3. Checking account in her name in the State of Colorado;
- 18 4. All insurance on her life;
- 19 5. All of her Social Security credits and benefits, and
- 20 other emoluments of her employment; and
- 21 6. Personal effects and belongings of respondent.

22 it is further

23 ORDERED, ADJUDGED AND DECREED, that in order to bring  
24 about a just and equitable division of property, petitioner should  
25 be awarded all interest in his military retirement and shall pay  
26 to the respondent \$50.00 per month for six months commencing on  
27 the 1 day of October, 1981 and continuing on the 10 day of  
28 each month thereafter until the total sum of \$300.00 has been  
29 paid to respondent; it is further

30 ORDERED, ADJUDGED AND DECREED, that respondent shall  
31 pay and be responsible for the debt owing to Montgomery Wards and  
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petitioner and respondent shall each pay and be responsible for any debts incurred by him or by her respectively since the date of separation of January 10, 1980; it is further

ORDERED, ADJUDGED AND DECREED, that the petitioner be and he is hereby required to pay to respondent the sum of \$200.00 per month as and for child support commencing on the \_\_\_\_\_ day of October, 1981 and continuing on or before the \_\_\_\_\_ day of each month thereafter until the minor child of the parties attains the age of 18 years, or is sooner married or otherwise emancipated. Petitioner shall also provide the minor child of the parties with a Champus Card for her medical expenses while he is in the Military and has available to him for his dependents.

DONE IN OPEN COURT this 2 day of October, 1981.

*[Handwritten Signature]*  
\_\_\_\_\_  
Judge/Court Commissioner

Presented by:

HEMMEN & HEMMEN

By: *[Handwritten Signature]*  
\_\_\_\_\_  
Stephen C. Hemmen  
of Attorneys for Petitioner

Approved this \_\_\_\_\_ day of September, 1981, by:

*[Handwritten Signature]*  
\_\_\_\_\_  
Michael Kenny  
Attorney for Respondent

**FILED**  
JULY CLERK'S OFFICE  
NOV - 2 1981 P.M.  
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TACOMA, WASHINGTON

ENTERED

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DIVORCE INFORMATION  
COMPLETED 11-3-81  
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FILED  
BY: *[Signature]*  
APR 24 2007

No: 35564-7-II

COURT OF APPEALS  
DIVISION TWO  
OF THE STATE OF WASHINGTON

In re the Marriage of:

UTE ALBERTINE MICHAEL, )  
Respondent, )  
and )  
LLOYD RUSSELL MCIAHEL, )  
Appellant, )

---

AFFIDAVIT OF SERVICE

---

I, Debra Cappas, hereby state that I prepared an ABC Legal Messenger process service slip with a copy of brief of appellant amended, addressed to Lutz Law Office, 5202 Tacoma Mall Blvd., Tacoma, WA. ABC Legal Messengers delivered the brief of appellant amended on April 24, 2007, (see attached confirmed ABC legal messenger service request.

ROBERT TAUB & ASSOCIATES  
4002 Tacoma Mall Blvd., #203  
Tacoma, WA 98409  
(253) 475-3000  
Fax: (253) 475-0985

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

3 Dated at Tacoma, WA this 25<sup>th</sup> day of April, 2007.

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5   
6 Debra Cappas

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ROBERT TAUB & ASSOCIATES  
4002 Tacoma Mall Blvd., #203  
Tacoma, WA 98409  
(253) 475-3000  
Fax: (253) 475-0985

# ABC Legal Messengers, Inc.

# Messenger Service Request

Seattle  
910-5th Ave  
Seattle, WA 98104  
206-623-8771  
1-800-736-7295

TACOMA  
943 Tacoma Ave. S.  
Tacoma, WA 98402  
253-383-1791  
1-800-736-7250

Everett  
2927 Rockefeller  
Everett, WA 98201  
425-258-4591  
1-800-869-7785

Olympia  
119 W. Legion Way  
Olympia, WA 98501  
360-754-6595  
1-800-828-0199

Bellevue  
126-107th N.E.  
Bellevue, WA 98004  
425-455-0102

Internet Address: www.abcllegal.com

<b>Last Day</b> Date / Time	<b>Firm Name</b> ROBERT TAUB & ASSOCIATES	<b>Phone</b> 475-3000	<b>Ext</b>	<b>Attorney</b> CDM
	<b>Address</b> 4002 TACOMA MALL BLVD. #203	<b>Secretary</b> DEBBIE		
	<b>Case Name</b> MICHAELS	<b>ABC Client #</b> 00-0009210		
	<b>Cause Number</b> 35564-7-II	<b>Client Matter Number</b>	<b>Date</b> Apr 23, 2007 12:38 PM	

Documents  
COPY OF BRIEF OF APPELLANT AMENDED

Signature Required On Documents   
  Return Conformed ABC Slip Only   
  Return Conformed Copy   
  Conform Original Do Not File

Other Instructions

LUTZ LAW OFFICE  
5202 TACOMA MALL BLVD.,  
TACOMA 98409

APR 23 PM

Filing	County	Superior Court	District Court (Indicate District)	Auditor	Appeals Ct I-Sea II-Tac	Federal Civil	Court Bnkprt	Sea	Tac	State Supreme	Sec State

**THIS FORM NOT FOR PROCESS**

**PROPER USE OF MESSENGER SLIPS: preparation and final checking of returns!!** If for any reason you are confused as to the proper manner in which this messenger slip should be filled out when conveying your specific request instructions...PLEASE consult the Instructions option for pertinent information that should assist you. ABC Messengers will assume no liability for errors which occur as a result of sloppily or improperly filled out messenger slips... including filings not marked in the proper and designated filing boxes, etc. This new messenger slip is designed for your convenience and to help insure accuracy. It is essential that the various boxes be utilized for the purpose for which they were designed. By doing this you will greatly help ensure that your requests are completed timely and accurately. These messenger slips are double-checked for the accuracy with which each request was completed. However, remember, IT IS EXTREMELY IMPORTANT THAT THIS MESSENGER SLIP ALSO BE CHECKED BY OUR CLIENTS UPON IT'S RETURN TO MAKE CERTAIN ALL DELIVERY INSTRUCTIONS WERE FOLLOWED AND COMPLETED AS REQUESTED.

IF THERE IS ANY QUESTION WHATSOEVER THAT A REQUEST WAS NOT COMPLETED PRECISELY AS YOU INDICATED CALL OUR OFFICE IMMEDIATELY.

**RECEIVED**  
APR 24 2007  
TAUB & ASSOCS