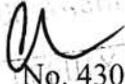


COURT OF APPEALS
DIVISION II

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STATE OF WASHINGTON

BY  No. 43035-5-II



ORIGINAL

COURT OF APPEALS, DIVISION II,
OF THE STATE OF WASHINGTON

PETER CHARLES SEIDEL, a single man,

Respondent/Cross-Appellant,

v.

CAROLINE HARDING, a single woman, and
The CAROLINE HARDING LIVING TRUST,

Appellant/Cross-Respondent.

BRIEF OF APPELLANT/CROSS-RESPONDENT

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A. INTRODUCTION

This case involves two separate lawsuits between appellant Caroline Harding¹ and respondent Peter Seidel following the collapse of their 7-year intimate relationship. The first lawsuit addressed Caroline's alleged failure to pay Peter under the terms of a promissory note she executed in his favor when they separated. The note reimbursed Peter for the out-of-pocket costs he claimed he incurred to improve Caroline's separate properties during their relationship. The trial court determined the note was valid and granted summary judgment to Peter.

The second lawsuit, which gives rise to this appeal, involved Peter's claim that Caroline was unjustly enriched by his efforts to improve her properties because he could no longer enjoy the reward of his labor given their separation while she continued to benefit from it. The trial court awarded Peter \$52,500 in damages for his labor costs after finding that Caroline had been unjustly enriched at Peter's expense. The court awarded prejudgment interest on that award.

The trial court erred by awarding prejudgment interest because Peter's unjust enrichment claim was unliquidated. This Court should reverse the award of prejudgment interest.

¹ Appellant The Caroline Harding Living Trust is a trust that Caroline established for estate planning purposes and into which all of her assets have been transferred. Caroline is the sole trustee. Both appellants will be referred to collectively as "Caroline" for convenience and ease of reading.

B. ASSIGNMENTS OF ERROR

(1) Assignments of Error²

1. The trial court erred by making Finding of Fact No. 21.
2. The trial court erred by entering Conclusion of Law No. 7.
3. The trial court erred by entering its December 29, 2011

judgment, which granted prejudgment interest.

4. The trial court erred by entering its January 27, 2012 amended judgment, which granted prejudgment interest.

(2) Issue Pertaining to Assignments of Error

Did the trial court abuse its discretion by awarding prejudgment interest on a successful unjust enrichment claim where the claim was unliquidated because it could not be determined without an exercise of the trial court's discretion? (Assignments of Error Nos. 1-4)

C. STATEMENT OF THE CASE

Caroline and Peter met in Oregon in July 1999 and eventually began a long-distance relationship. CP II:3, 8.³ At the time, Peter was living in Oregon and Caroline was living in Washington. CP II:20.

² Copies of the trial court's findings of fact, conclusions of law, judgment, and amended judgment are included in the Appendix for the Court's convenience.

³ "CP II" refers to the clerk's papers designated in Peter's second lawsuit, Pacific County Cause No. 08-2-00420-3. "CP I" will refer to the clerk's papers designated in Peter's first lawsuit, Pacific County Cause No. 08-2-00098-4.

In September 2000, Caroline moved to Ocean Park, Washington. CP II:3, 8. In June 2001, Peter sold his home in Oregon and used the proceeds from the sale to purchase a home in Arizona. CP II:4, 11. The couple lived together seasonally, meaning that Peter lived with Caroline in Washington only during the summer. CP II:5, 8, 9, 12, 20, 53-54. He returned to his home in Arizona during the winter; Caroline would often join him. *Id.* Although the couple did not live together continuously, they maintained an intimate relationship from June 2001 until August 2007.⁴ CP II:12.

During the course of their relationship, Caroline and Peter maintained separate bank accounts and never commingled their assets. CP II:12, 54. They filed separate tax returns in different states. CP II:12. They never purchased property together and never had any jointly-held assets. CP II:12, 54.

Although Caroline already had substantial assets when the relationship began, she purchased additional properties and lots with her

⁴ For a time, Caroline and Peter were named as beneficiaries of each other's estates and each was named attorney-in-fact and estate executor for the other. CP II:6, 12. Caroline removed Peter from all of her trust documents when she became suspicious of his motives. CP II:12.

separate funds throughout the relationship.⁵ CP II:9, 11-12, 21. She eventually rented two of the properties. CP II:3, 5, 11.

In November 2004, Caroline purchased a farmhouse on 2.5 acres in Bay Center, Washington (“farmhouse”) for approximately \$50,000. CP II:9. She hired and paid Mortenson Construction Company to perform heavy-duty renovations on the farmhouse. CP II:9. Peter hired and paid Mortenson to build a shop on the farmhouse property, which he intended to use for his contracting business. CP II:4. During portions of 2005 and 2006, the couple worked on the farmhouse together. CP II:55, 59. But there was no contract and no contemporaneous identification of the work done. CP II:27, 55. Mortenson completed the renovations on the farmhouse in mid-2006. CP II:4-5. The couple moved from Caroline’s Ocean Park home and into the farmhouse in September 2006. CP II:5. Caroline rented her Ocean Park home after they moved out. CP II:5, 11.

Caroline and Peter spent the winter of 2006-2007 in Arizona and returned to the farmhouse in early April 2007. CP II:11. Their relationship began to deteriorate shortly thereafter; they separated in August 2007. CP II:22. Peter was willing to give the relationship another chance, but only if he got a security interest in the farmhouse to compensate him for what he claimed were his labor, out-of-pocket, and

⁵ Caroline later transferred all of the properties into her trust. CP II:8, 12.

lost-opportunity costs.⁶ CP II:23-24. Peter eventually moved out of the farmhouse, but continued to demand that Caroline reimburse him for his out-of-pocket and lost-opportunity costs. CP II:24. The couple attempted to reconcile in late 2007, but was unsuccessful. CP II:24.

On August 9, 2007, Caroline executed a promissory note in which she agreed to pay Peter \$80,000 for the out-of-pocket expenses he claimed to have incurred working on her properties during their relationship. CP I:4-5; CP II:13.

On March 21, 2008, Peter filed his first lawsuit against Caroline in the Pacific County Superior Court, contending she defaulted on the note by failing to make the required payments. CP I:1-3. The lawsuit culminated in a summary judgment proceeding on June 27, 2008 in which the trial court found the note valid and granted summary judgment to Peter. CP I:12-14. The trial court entered a judgment against Caroline for the full amount of the note and awarded Peter more than \$9,000 in attorney fees and costs. CP I:12, 15, 17. Caroline satisfied the judgment. CP I:6-7. But Peter continued to demand additional funds from her for his

⁶ Peter later claimed that if Caroline had simply put him on the title of the farmhouse as he had demanded, he would have been satisfied and would never have sued her. In fact, he thought that they would probably still be living together if Caroline had only done as he had asked. CP II:23. The trial court later found that Caroline had no legal obligation to deed any interest in the farmhouse to Peter. CP II:162.

lost-opportunity costs and labor, which he based on the usual and customary fees he claimed he charged as a contractor. CP II:25, 27-28.

Less than four months after the first lawsuit concluded, Peter filed a second lawsuit against Caroline in the Pacific County Superior Court. CP II:1-7. This time, he alleged that he and Caroline had a meretricious relationship that required the trial court to equitably divide the property he and Caroline had acquired during their relationship. CP II:6. Despite acknowledging that Caroline's properties were titled solely in the name of the trust, Peter claimed he had an expectation to benefit from his efforts in improving her properties by being able to live happily ever after in them as a co-tenant. CP II:25, 27. He asked the trial court to order Caroline to reimburse him for any expenses he incurred under any equitable theory allowed by law, including unjust enrichment, if the trial court declined to find that they were involved in a meretricious relationship. CP II:6.

Acting pro se, Caroline answered the complaint and counterclaimed. CP II:8-14. She countered that she was entitled to relief because Peter was unjustly enriched by the work she performed on his separate homes in Arizona, the care she provided to his ill mother, and the funds she contributed toward his financial support. CP II:13, 52. Peter answered the counterclaims, contending the prior lawsuit between them was for the recovery of his out-of-pocket costs only and that Caroline

owed him for the costs of his labor and his lost-opportunities. CP II:16. He generally denied the remaining counterclaims. CP II:16.

The case was set for trial before the Honorable Michael Sullivan. On the first day of trial, Peter revealed for the first time that he did not intend to pursue his meretricious relationship claim and would instead focus only on his unjust enrichment claim. CP I:8; CP II:51. Caroline believed he was motivated to do so because he realized the risk to his own assets if the court determined the parties were involved in a meretricious relationship and ordered an equitable division of the parties' properties. CP II:51.

During trial, Peter sought to recover his usual and customary fees as a contractor for the work he claimed he performed on Caroline's properties and for the opportunities he claimed he lost while working on those properties. CP II:27. To determine his damages, he asserted that his usual and customary practice to determine the value of any contract for which he bid was his out-of-pocket costs multiplied by 2.75. CP II:28. Applying that factor to the \$80,000 in out-of-pocket costs that he had already recovered and the amount that he claimed Caroline owed him for other work he performed, he asserted he was entitled to an additional \$160,000 from Caroline. CP II:28. This amount would allow him to recover a profit and pay for his overhead and mobilization and

demobilization. CP II:28. He later argued that he should be compensated for his services on an hourly basis and that his hourly rate was \$55 to \$60 based on 3,000 hours of labor. CP II:38, 65, 164. But he did not submit any invoices for the work he claimed he performed or any evidence to support the opportunities he claimed he lost. CP II:57, 163-64, 166.

Caroline countered that Peter was a woefully inept businessman and an even worse carpenter. CP II:52. His business made minimal income; in fact, he had consumed nearly all of his savings by the time his retirement plan kicked in. CP II:52. Peter built only decks and fences and never held a residential contractor's license. CP II:52-53. According to Caroline, Peter's alleged labor costs surpassed the combined labor and materials costs she incurred for the work performed by the professional contractors working on the farmhouse. CP II:59-60. In fact, Peter's claim exceeded the appraised value of the farmhouse, which was \$188,000. CP II:166. Finally, she claimed that the parties voluntarily gifted each other their labor. CP II:61.

The trial court issued a memorandum decision after five days of trial.⁷ CP II:161-67. The trial court declined to consider Peter's meretricious relationship claim, but determined that he was entitled to some award for his unjust enrichment claim. CP II:163-64. In calculating

⁷ A copy of the trial court's memorandum decision is in the Appendix.

a fair return on Peter's contributions toward the farmhouse, the trial court found that Peter's method of calculating his labor costs was unrealistic where he did not bid the job or jobs and was merely helping his sweetheart with no expectation of reimbursement other than his actual costs. CP II:163. The trial court also found that Peter's method for computing his damages was nonsensical. CP II:164. The trial court set Peter's hourly rate at \$35 and granted compensation for 1,500 hours, for a total award of \$52,500 for his improvements to the farmhouse. CP II:164. The court did not award Peter any damages for his work on Caroline's other properties. CP II:165. The trial court reserved the issue of attorney fees, but later denied Peter's request for fees. CP II:167, 171, 182, 184.

Months later, Peter moved the trial court for an award of prejudgment interest. CP II:97-99.

On January 3, 2012, the trial court entered formal findings of fact and conclusions of law incorporating its memorandum decision. CP II:127-40. In particular, the court found in Finding of Fact No. 21 that Peter was entitled to prejudgment interest from August 10, 2007 to the date of the judgment. CP II:171. The court then concluded that Peter was entitled to prejudgment interest in the amount of \$22,600. CP II:171 (Conclusion of Law No. 7). The trial court simultaneously entered a judgment that included prejudgment interest. CP II:182-83.

Peter filed a motion to amend the judgment asking the court to amend the judgment to reflect the award of \$250 in costs and additional prejudgment interest. CP II:143-44. Caroline filed a motion for reconsideration asking the court to reconsider the award of prejudgment interest. CP II:145-53. She also moved to amend the judgment. CP II:154. The trial court entered an amended judgment on January 27, 2012 awarding Peter \$22,600 in prejudgment interest and \$250 in taxable costs. CP II:184-85.

Caroline timely appealed. CP II:159-85. She then moved to stay enforcement of the amended judgment pending the appeal, which the trial court granted. CP II:186.

D. SUMMARY OF ARGUMENT

Whether prejudgment interest is awardable depends on whether the claim is liquidated or unliquidated. A claim is liquidated when damages are easily computed by reference to objective sources and without reliance on opinion or discretion. A claim is unliquidated when the exact amount of the sum to be allowed cannot be fixed and depends instead on the opinion or discretion of the fact-finder as to whether a larger or smaller amount should be allowed.

The trial court abused its discretion in this case by awarding prejudgment interest on Peter's unjust enrichment claim. The trial court

had to exercise its discretion in determining each aspect of the claim, which removed it from that category of claims classified as liquidated. Until Peter's claim was resolved by the trial court, it was unliquidated. The trial court thus erred by awarding prejudgment interest.

This Court should reverse the award of prejudgment interest and remand with instructions for the trial court to enter an appropriately amended judgment. Costs on appeal should be awarded to Caroline.

E. ARGUMENT

(1) Standard of Review

This Court reviews a prejudgment interest award for an abuse of discretion. *Scoccolo Const., Inc. v. City of Renton*, 158 Wn.2d 506, 519, 145 P.3d 371 (2006); *Kiewit-Grice v. State*, 77 Wn. App. 867, 872, 895 P.2d 6, *review denied*, 127 Wn.2d 1018 (1995). A trial court abuses its discretion when its order is manifestly unreasonable or based on untenable grounds or reasons. *Olver v. Fowler*, 161 Wn.2d 655, 663, 168 P.3d 348 (2007). A ruling based on an erroneous legal interpretation is necessarily an abuse of discretion. *Wash. State Physicians Ins. Exch. & Ass'n v. Fisons Corp.*, 122 Wn.2d 299, 339, 858 P.2d 1054 (1993).

(2) The Trial Court Abused Its Discretion By Awarding Prejudgment Interest on an Unliquidated Claim

Whether prejudgment interest is awardable depends on whether the claim is a liquidated or readily determinable claim, as opposed to an unliquidated claim. *See, e.g., Safeco Ins. Co. v. Woodley*, 150 Wn.2d 765, 773, 82 P.3d 660 (2004); *Prier v. Refrigeration Eng'g Co.*, 74 Wn.2d 25, 442 P.2d 621 (1968). The rule is stated:

[I]nterest prior to judgment is allowable (1) when an amount claimed is “liquidated” or (2) when the amount of an “unliquidated” claim is for an amount due upon a specific contract for the payment of money and the amount due is determinable by computation with reference to a fixed standard contained in the contract, without reliance on opinion or discretion.

Prier, 74 Wn.2d at 32. The rationale for the rule is said to be that a person must know what sum he or she owes before that person can be held in default for not paying. *Pearson Const. Corp. v. Intertherm, Inc.*, 18 Wn. App. 17, 20, 566 P.2d 575 (1977) (citing *Cox v. McLaughlin*, 76 Cal. 60, 67 18 P. 100 (1888)).

A claim is liquidated “where the evidence furnishes data which, if believed, makes it possible to compute the amount with exactness, without reliance on opinion or discretion.” *Id.* *See also, Walla Walla County Fire Protection Dist. No. 5 v. Washington Auto Carriage, Inc.*, 50 Wn. App. 355, 358, 745 P.2d 1332 (1987) (claim is liquidated when damages are

easily computed by reference to objective sources). Examples are claims upon promises to pay a fixed sum, claims for money had and received, claims for money paid out, and claims for goods and services to be paid for at an agreed rate. *Mall Tool Co. v. Far West Equip. Co.*, 45 Wn.2d 158, 170, 273 P.2d 652 (1954) (quoting Charles Tilford McCormick, Handbook on the Law of Damages (Hornbook Series) § 54 (1935) (“McCormick”)).

By contrast, a claim is unliquidated “where the exact amount of the sum to be allowed cannot be definitely fixed from the facts proved, disputed or undisputed, but must in the last analysis depend upon the opinion or discretion of the judge or jury as to whether a larger or a smaller amount should be allowed.” *Prier*, 74 Wn.2d at 33 (emphasis omitted) (quoting McCormick). If the fact-finder must exercise discretion as to the measure of damages, the claim is unliquidated and not subject to prejudgment interest. *Car Wash Enter., Inc. v. Kampanos*, 74 Wn. App. 537, 549, 874 P.2d 868 (1994). *See also, Coulter v. Asten Group*, 155 Wn. App. 1, 230 P.3d 169, *review denied*, 239 P.3d 503 (2010) (denying prejudgment interest where the amount of damages depended upon the outcome of a reasonableness hearing); *Aker Verdal A/S v. Neil F. Lampson, Inc.*, 65 Wn. App. 177, 192, 828 P.2d 610 (1992) (denying prejudgment interest on amount awarded for plaintiff’s labor

costs where the costs were unliquidated because it was within jury's discretion to determine a reasonable hourly rate). It is the nature of the original claim, not its characterization as sounding in contract or negligence, that determines whether prejudgment interest is allowable. *Prier*, 75 Wn.2d at 33.

Prejudgment interest awards are based on the principle that a defendant "who retains money which he ought to pay to another should be charged interest upon it." *Prier*, 74 Wn.2d at 34. The plaintiff should be compensated for the "use value" of the money representing his damages for the period of time from his loss to the date of judgment. *Mall*, 45 Wn.2d at 177. A defendant should not, however, be required to pay prejudgment interest in cases where he is unable to ascertain the amount he owes to the plaintiff. *Prier*, 74 Wn.2d at 34. *Accord*, *Ferber v. Wisen*, 195 Wash. 603, 610, 82 P.2d 139 (1938).

Here, Peter's claim was unliquidated because the trial court had to exercise its discretion on a number of issues before reaching its conclusion that Caroline had been unjustly enriched in the amount of \$52,500. First, by its very nature, Peter's unjust enrichment claim was based on the absence of a contractual relationship. During their relationship, neither Peter nor Caroline supposed that anything was due or owing for one party's improvements to the other party's properties. In fact, Caroline

never hired Peter as a contractor and they did not reach an agreement concerning the work that needed to be done on Caroline's properties or the cost of that work. Given the absence of a contract and the nature of the couple's relationship, the court had to exercise its discretion to determine whether Caroline had been unjustly enriched at Peter's expense.

Second, the court had to determine the hourly rate to which Peter was entitled to calculate his damages once it concluded that his 2.75 times cost method was unrealistic and nonsensical. Peter demanded that he be compensated \$55 to \$60 per hour for his labor costs. But there was no contract, no timecard, and no established rate of pay to document or support that request. CP II:164. In fact, the trial court found that Peter greatly overstated the value of his contributions and thus placed little credibility on his testimony on the issue. CP II:170. The court ultimately found that his requested rate was "unreasonable and unsupported by the record and certainly not proven by a preponderance of the evidence." CP II:164. His request for 2.75 times costs to calculate his labor costs was simply "unrealistic." CP II:170. The court thus exercised its discretion when it set Peter's compensation at \$35 per hour. CP II:164, 170.

Finally, the trial court had to determine how many hours Peter worked to improve the farmhouse. Although Peter claimed that he worked 3,000 hours on the property, the trial court uniformly rejected his

contention. The court found his testimony “unreliable and unsubstantiated” because he did not keep billing records or timeslips. CP II:164. As the court noted, “[a]t best, [Peter] guessed at this number.” *Id.* The court thus exercised its discretion when it determined that Peter should be compensated for 1,500 hours of labor. CP II:170.

Caroline anticipates Peter will rely on *Simpson v. Thorslund*, 151 Wn. App. 276, 211 P.3d 469 (2009), as he did below, to argue that he is entitled to prejudgment interest. CP II:99. Peter’s reliance is misplaced. *Simpson* is distinguishable and has no application here.

In *Simpson*, Thorslund was the owner of a construction company and Simpson was a long-time employee of the company. 151 Wn. App. at 279. When the company became insolvent, Thorslund dissolved it and formed a new business with Simpson. *Id.* at 280. Although they attempted to form a corporation, they formed a de facto partnership instead. After the new business failed, Simpson sued Thorslund for misappropriation of company funds, unpaid wages, and failure to pay a loan. *Id.* at 278, 281. The trial court entered a judgment in favor of Simpson and awarded him attorney fees and costs and prejudgment interest. *Id.* at 281. On appeal, Thorslund contended, among other things, that the trial court erred by awarding prejudgment interest. *Id.* at 288.

Division I disagreed, holding that Simpson's claims were liquidated and that the award of prejudgment interest was proper. *Id.*

The distinction that Peter fails to grasp is that unlike his claims, Simpson's claims were liquidated because they could be determined with precision and without reliance on opinion or discretion. For example, Simpson's claim for unpaid wages was liquidated because the number of hours he worked and his actual rate of pay were established such that the trial court there did not have to rely on opinion or discretion to calculate the amount due and owing. *Simpson*, 151 Wn. App. at 286. *See also, Stevens v. Brink's Home Security, Inc.*, 162 Wn.2d 42, 169 P.3d 473 (2007) (trial court properly awarded prejudgment interest in employment dispute where number of hours worked and wage rates were established). Similarly, Simpson's claim based on the unpaid loan was based on concrete evidence in the record. *Simpson*, 151 Wn. App. at 286. The trial court there did not have to exercise its discretion to determine the amount due on the loan.

By contrast, the circumstances here support a conclusion that Peter's unjust enrichment claim was unliquidated. *Kiewit-Grice*, 77 Wn. App. at 873 (jury award midway between parties' estimates supported conclusion that damages were unliquidated). Peter's demand, when made, was based on a 2.75 times cost method or an hourly rate. Caroline was not

in default in failing to pay Peter for the work he claimed he performed. She did not know – in fact, no one knew - what sum she owed or that she owed him anything until the court found the facts and pronounced judgment in the case. Even Peter acknowledged that there was no contract between them for the work performed. CP II:27. The trial court necessarily exercised its discretion when it found that Caroline had been unjustly enriched and that Peter was entitled to \$52,500 in damages for that enrichment. Consequently, Peter’s claim was unliquidated. *Car Wash*, 74 Wn. App. at 191 (noting that if the fact-finder must exercise discretion to determine the amount of damages, the claim is unliquidated).

The trial court’s award of prejudgment interest here was reversible error. *Kiewit-Grice*, 77 Wn. App. at 874 (holding trial court erred by awarding prejudgment interest where state could not determine the amount it owed for extra work on a construction project until the jury exercised its discretion). *See also, Lloyd v. American Can Co.*, 128 Wash. 298, 222 P. 876 (1924) (declining to award prejudgment interest where there was no way to compute the value of respondent’s loss of time without resort to testimony concerning his competency, experience, and earning ability). This Court should reverse.

(3) Caroline Is Entitled to Her Costs on Appeal

Costs to the prevailing party are permitted on appeal under RAP 14.2. Statutory attorney fees and costs should be awarded to Caroline as the prevailing party on appeal.

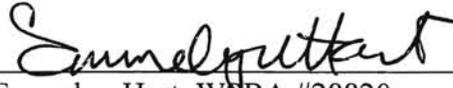
F. CONCLUSION

The necessity for the trial court to exercise its discretion in determining each aspect of Peter's unjust enrichment claim removes the claim from that category of claims classified as liquidated. *Mall Tool*, 45 Wn.2d at 170. Until Peter's claim was resolved by the trial court it was unliquidated. Caroline did not know what sum she owed him and thus could not be in default and liable for prejudgment interest for not paying him for the improvements he claimed he performed on her properties during their relationship. Consequently, the trial court improperly granted prejudgment interest.

This Court should reverse the award of prejudgment interest and remand with instructions for the trial court to enter an appropriately amended judgment. Costs on appeal should be awarded to Caroline.

DATED this 26th day of April, 2012.

Respectfully submitted,



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APPENDIX

MAY 13 2011

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON

IN AND FOR THE COUNTY OF PACIFIC

PETER C. SEIDEL, a single man,)	NO. 08-2-00420-3
)	
Plaintiff,)	COURT'S DECISION
)	
v.)	
)	
CAROLINE HARDING, a single)	
Woman, and the CAROLINE)	
HARDING LIVING TRUST,)	
)	
Defendant.)	
_____)	

The Court began trial on March 23, 2010 and concluded on September 8, 2010, after 5 days of trial. Plaintiff filed his written closing arguments January 10, 2011. Defendant submitted her written closing arguments January 14, 2011. Plaintiff filed his rebuttal closing argument January 20, 2011.

The Court has considered the testimony of the witnesses, admitted exhibits, all memorandums and written closing remarks. The Court thanks the parties for their patience while the Court reviewed the record and the voluminous number of exhibits.

Summary of Decision:

1. Both Parties greatly overstate the value of his or her contribution and understate the value of the other's contribution; this finding has made it very difficult for the Court to place much credibility in either party's testimony that is not substantiated by credible, admitted documentation.
2. Neither Party has "pulled the wool over the other party's eyes"; both are mature adults with many years of experience in both (a) life in

general, (b) business transactions, (c) money management, and (d) real estate matters;

3. The Court is not considering any meretricious relationship claim as that claim was not pursued by Plaintiff and stipulated the same in first day of trial; therefore, any "what ifs" regarding meretricious relationship facts or law is ignored by the Court, regardless of which party brings up such area of law;
4. Caroline Harding had no legal obligation to deed any interest in the Bay Center property to Peter Seidel any more than Mr. Seidel had any legal obligation to deed any interest in his non-Washington real properties to Ms. Harding;
5. Promissory Note:

Defendant, in her closing at page 11, line 8, states, "That a promissory note was given for all costs and work. . ."; again, at page 19, line 17, "That a promissory note was given for all costs and work. . ."; again, at page 20, lines 7-8, "I'll take you at your word that you have invested the amount you stated. . ." (\$80,000.00); and at page 20, line 13, "I was presented with a bill for \$80,000 for services . . ."; and finally, at page 22, "Mr. Seidel was in possession of the card which enclosed the check and was aware that Caroline thought she was paying him in full."

Plaintiff, in his closing at page 6, lines 13-15, states, "That lawsuit was brought for the sole purpose of collecting on a promissory note for Pete's out-of-pocket costs that Caroline drafted in Pete's favor in the summer of 2007, at the time they split up."; line 17 "out-of-pocket costs"; line 18 "out-of-pocket costs"; again, at page 13, line 8, ". . . initially based on his efforts and out-of-pocket costs"; at page 14, line 5, ". . . clearly for out-of-pocket costs only,"; page 15, lines 18-19 "He testified the formulation would be his out-of-pocket costs on the Bay Center property times 2.75.";

The promissory note appears to have been signed by Defendant August 5, 2007; read in conjunction with Defendant's August 9, 2007, short letter to Plaintiff supports Plaintiff's argument that the promissory note related only to Plaintiff's out-of-pocket expenses, or as Defendant stated in her August 9, 2007, short letter, "I take your word that you have invested the amount you stated and have written a promissory note for the balance". In simple English, Defendant is stuck with the words in the promissory note, or stated another way, with the absence of words in the promissory note. Further, the language, "that you have invested the amount you stated" does not imply certainty that "the amount" included Plaintiff's labor or his present request for just compensation for the increased value of the improved property. Defendant contends that the intention of the parties on August, 2007 was to walk away from each other upon payment of the \$80,000.00, but Exhibits 111 and 112 do not support this assumption.

Therefore, the Court finds that the promissory note, Exhibit 112, only related to out-of-pocket costs paid by the Plaintiff.

NOTE: Having made this finding, the Plaintiff may not collect any of his costs/out-of-pocket expenses in addition to the already-paid \$80,000.00 note. This note covered ALL out-of-pocket costs. If Plaintiff forgot to include other, out-of-pocket costs in his \$80,000.00 request, then Plaintiff is bound by the Court's interpretation of the Promissory Note's meaning, the same as Defendant is bound.

6. The Court finds that Plaintiff's 2.75 times costs to calculate his labor is unrealistic in this situation. Plaintiff did not bid this "job" or "jobs". He was helping his then-sweetheart with no expectation of reimbursement, other than his actual costs. Plaintiff testified that all he wanted was to be placed on the Bay Center property deed. The Court finds Plaintiff's formula nonsensical as it relates to this suit.
7. Unjust enrichment: The Court finds that the contributions by Plaintiff toward the Bay Center property are greater than Defendant's

contributions. Therefore, some award is due to Plaintiff. It is unreasonable to expect Plaintiff to perform all the work he did and expect no return on his efforts nor to share some portion of the increase in the Bay Center property. His "return" was to be a lifelong retirement with Defendant on the Bay Center property. Defendant agrees this was the once-upon-a-time mutual dream. When the relationship ended, Plaintiff's expectation of some other form of reward is justified. Otherwise, Defendant would reap a windfall from Plaintiff's contributions.

However, in calculating a fair return on Plaintiff's contributions, the Court must decide whether some discount of Plaintiff's contributions is fair and just. The Court finds that Plaintiff failed to convince the Court that he suffered any more than a \$5,000 loss in each of years 2005-2007. Plaintiff's request for either \$55.00 or \$60.00 per hour is unsubstantiated. Plaintiff was never expecting to charge Defendant for any of his time, let alone a highly skilled, full-time professional contractor/builder. The Court also finds that Plaintiff's request to be compensated for 3000 hours of labor is unreasonable and unsupported by the evidence and certainly not proven by a preponderance of the evidence. In this point as to hours of labor, the Court finds Plaintiff's testimony unreliable and unsubstantiated. Plaintiff also failed to keep a billing record or time slip to substantiate such a large, hourly figure, probably because he was not in conflict with Defendant but in love with her and vice versa. At best, Plaintiff guessed at this number. On the other hand, Defendant's testimony is unreliable as to her valuing Plaintiff's contribution. In a nutshell summary, the Court found both Parties' testimonies in this issue unreliable. Therefore, the Court is left to best estimate a fair compensation to Plaintiff.

The Court sets a fair hourly rate for Plaintiff's labor (based upon his actual carpentry/contractor experience, which the Court finds to be somewhat minimal) at \$35.00 per hour. The number of hours he should be compensated for is 1500. This equates to total of \$52,500. Any remaining hours are offset by benefits such as room and board,

Defendant's contribution both in time, effort and money, and the then-good will between the parties.

Plaintiff is also awarded:

- A. \$0.00 for the shed, materials and labor (included in the paid \$80,000.00 note; if this shed was an item Plaintiff forgot to include in his \$80,000.00 request, then Plaintiff has forfeited this shed money per the promissory note language.
- B. Only that part of the \$22,500.00 as payment toward the \$83,500 amount that applies to third-party labor costs; the parties may submit Short Briefing (not more than three pages) on this point and the Court will amend this decision accordingly. Said briefs are due within ten days of the date of this Court's Decision. The Court is not assuming at this time that any of this entire sum should be awarded.
- C. Only that part of the \$13,500.00 as payment toward the \$16,545.00 contract that applies to third-party labor costs: the parties may submit Short Briefing (not more than three pages) on this point and the Court will amend this decision accordingly. Said briefs are due within ten days of the date of this Court's Decision. The Court is not assuming at this time that any or this entire sum should be awarded.
- D. \$0.00 for his labor contribution to the non-Bay Center properties. The Court finds this contribution to fall within either the category of gift-labor by Plaintiff or a "wash" for Defendant providing room, partial board and companionship for Plaintiff during 2005-2007.
- E. \$0.00 regarding Plaintiff's argument that he saved Defendant \$30,000.00 by good negotiating with Mortensen. The Plaintiff provided no legal authority for the Court to grant this type of request. The Court would be awarding based on speculation.

Conversely, would the Plaintiff agree to a reduction in his award if a contractor said he would have performed the work for \$30,000.00 less than negotiated? \$100,000.00 less? The Court thinks not.

- F. APPRAISAL: The only appraisal of the Bay Center property is reflected in Exhibit 164. The appraisal is determined by Precision Appraisals November 30, 2010 appraisal to be \$188,000.00. What a person lists a home for and what it actually sells for are usually two different numbers. The only Objective figure is that given by Precision Appraisals. Although this is a 2010 appraisal, the Court finds that this 2010 time frame is still within what has been called a "depressed real estate market". Pacific County Assessor's Tax Sifter also lists the county appraised value as the same (\$117,000) for years 2007-2010. The Court disagrees with Plaintiff that the present market value of the home (as of 2010, November) is not the relevant value; that some inflated, future value should be considered. The Court cannot look into some crystal ball and divine future real estate values. That would be pure speculation. The Court, however, is awarding compensation to Mr. Seidel per paragraph 7, above.

The Court agrees with Defendant that Mr. Seidel's request for \$192,000.00 is unreasonable. The Court also finds that said \$192,000.00 is not practical. Mr. Seidel also has no definitive testimony other than that is what he charges (costs times 2.75). Further, Mr. Seidel has provided the Court with no history of jobs turned down, his written bid proposals for such jobs and any other similar documentary evidence. He asks the Court to just take his word that he would have made approximately \$192,000 or more in 18 months of work. The Court cannot and will not accept such undocumented earnings.

- G. The Court shall consider each proposed Findings and Conclusions and Judgment upon presentation and which are in conformity with this written decision. The findings above are not exhaustive. Each

party shall be given exactly ten (10) minutes to present oral argument if they so desire.

- H. The Court agrees with Plaintiff's argument regarding the Statute of Limitations.
- I. Attorney Fees: The Court awards Plaintiff his reasonable attorney fees, SUBJECT TO Plaintiff being able to provide convincing authority that this Court has authority to do so. The Court is not finding that Defendant or Plaintiff acted in bad faith in either bringing this action or defending it.

Dated May 11, 2011.



JUDGE MICHAEL J. SULLIVAN

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VERONICA M. LINDEN SMITH
CLERK OF COURT

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

PETER CHARLES SEIDEL, a single man,)	
)	NO. 08-2-00420-3
Plaintiff,)	
vs.)	FINDINGS OF FACT AND
)	CONCLUSIONS OF LAW ON
CAROLINE HARDING, a single woman, and)	PLAINTIFF SEIDEL'S PETITION
the CAROLINE HARDING LIVING TRUST,)	FOR EQUITABLE RELIEF
)	
Defendants.)	

THIS MATTER came before the court on Peter Seidel's Petition for Equitable Relief for the unjust enrichment of the defendants, Caroline Harding, a single woman, and the Caroline Harding Living Trust.

A hearing was held by the court beginning on March 23, 2010, and concluded on September 8, 2010, after 5 days of trial. The plaintiff appeared personally and through his attorney of record, Richard Vroman, and the defendants, Caroline Harding, a single woman, and the Caroline Harding Living Trust, appeared personally and through their attorney of record, Vini Samuel.

The witnesses who were called and testified at the trial are identified in the witness list attached as Exhibit A.

The exhibits, which were offered, admitted into evidence and considered by the court, are set out in the list attached hereto as Exhibit B.

Based on the evidence presented at the hearing, the court makes the following:

FINDINGS OF FACT AND CONCLUSIONS OF
LAW ON PLAINTIFF SEIDEL'S PETITION
FOR EQUITABLE RELIEF - 1

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TELEPHONE (360) 533-2855
TELEFAX (360) 538-1311

1 I. FINDINGS OF FACT

2 1. Both parties in regard to the times involved concerning the unjust enrichment
3 claims in this state, were residents of the State of Washington. Defendant Caroline Harding
4 continues to be a resident of the State of Washington, and plaintiff Peter Seidel is presently a
5 resident of the State of Arizona.

6 2. The Caroline Harding Living Trust was set up for the convenience of Caroline
7 Harding for the purpose of estate planning. All of Caroline Harding's assets have been
8 transferred to the living trust.

9 3. The parties began to live together in 2001 and lived together for approximately
10 seven years.

11 4. The parties separated in August 2007.

12 5. The only claim being pursued by plaintiff in this action is an unjust enrichment
13 claim.

14 6. The statute of limitations for the bringing of this action did not accrue and begin
15 to run until such time as the relationship broke down, which would have been in August 2007.

16 7. There was a prior litigation between the parties under Pacific County Cause No.
17 08-2-00098-4, wherein petitioner Peter Seidel prevailed on a Promissory Note that was entered
18 into in favor of Peter Seidel from Caroline Harding for his out-of-pocket costs he expended
19 during his relationship with Caroline in regard to the various improvements made on Caroline's

20 properties while they lived together from 2001 until the late summer of 2007. *No duplication of*
21 *SAID COSTS ARE INCLUDED in Pac. Co. Cause # 08-2-00420-3.*

22 8. Over the years, Caroline Harding acquired a number of real properties, which are
all now owned by the Caroline Harding Living Trust. Those properties include:

- 23 a. The Good Pasture Farm/Bay Center property;
24 b. Property in Bay Center, where Caroline Harding's son Stanley lives;
25 c. 33201 "I" Street in Ocean Park, Washington;
26 d. 33205 "I" Street in Ocean Park, Washington;
27 e. A building lot in Ocean Park, Washington; and
28 f. An additional lot adjacent to the Good Pasture Farm property, purchased

29 shortly after the parties separated.
30
31

32 FINDINGS OF FACT AND CONCLUSIONS OF
LAW ON PLAINTIFF SEIDEL'S PETITION
FOR EQUITABLE RELIEF - 2

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1 9. Both Peter Seidel and Caroline Harding greatly overstate the value of his or her
2 contribution and understate the value of the other's contribution, which has made it difficult for
3 the court to place much credibility on either party's testimony that is not substantiated by
4 credible, admitted documentation.

5 10. Both Peter Seidel and Caroline Harding are mature adults with many years of
6 experience in (a) life in general, (b) business transactions, (c) money management, and (d) real
7 estate matters.

8 11. The labor contributions of plaintiff toward the Bay Center property are greater
9 than the defendant Caroline Harding's contributions.

10 12. The labor contributions by plaintiff did substantially increase the Bay Center
11 property value.

12 13. Plaintiff's motivations for contributions were based on having a life-long
13 retirement with Caroline Harding on the Bay Center property.

14 14. Defendant's motivation in totally rehabilitating the Bay Center property was also
15 the same dream as plaintiff: that the parties could live on the property the rest of their lives.

16 15. Defendant Caroline Harding and her trust have received a windfall from
17 plaintiff's contributions on the Bay Center property, and plaintiff now, because of the separation
18 of the parties, cannot enjoy the reward of his labors. The only way to compensate him is to
19 award him money damages.

20 16. As to all of the other properties that plaintiff testified he provided labor on, the
21 court finds those properties as gift labor by plaintiff or a "wash" for defendant providing room,
22 partial board, and companionship for plaintiff during the 2005 to 2007 period, and no
23 compensation is warranted.

24 17. Plaintiff's labor on the Bay Center property, based upon his actual
25 carpentry/contractor experience, is to be compensated at \$35.00 per hour, *NOT \$55.00 OR \$60.⁰⁰/hr..*

26 18. The number of hours that plaintiff is to be compensated for is 1,500 hours for his
27 work done on the Bay Center property from the time of its purchase to the separation of the
28 parties in August 2007.

29 19. The total amount of compensation awarded to plaintiff by multiplying \$35.00 per
30 hour at 1,500 hours is \$52,500.00.

31 *19.A. Plaintiff's 2.75 times cost to calculate his labor is unrealistic
in THIS situation.*

32 FINDINGS OF FACT AND CONCLUSIONS OF
LAW ON PLAINTIFF SEIDEL'S PETITION
FOR EQUITABLE RELIEF - 3

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1 20. The plaintiff is the prevailing party, and he is entitled to a reasonable attorney fee
2 and his costs.

3 21. The plaintiff is also entitled to prejudgment statutory interest from August 10,
4 2007, to date of judgment on the judgment amount owed.

5 22. *The Court's decision memorandum signed 5/11/2011 & filed 5/12/2011*
6 *is incorporated; any duplicate findings in No. 1-21, above are not*
7 *to be given special weight.*

8 **II. CONCLUSIONS OF LAW**

9 1. The court has jurisdiction over both parties and the subject matter of this action.

10 2. The prior litigation between the parties in which plaintiff prevailed was for
11 plaintiff's out-of-pocket costs only.

12 3. Defendants Caroline Harding, a single woman, and the Caroline Harding Living
13 Trust have been unjustly enriched.

14 4. The suit herein brought by plaintiff was brought within the statute of limitations.

15 5. The court awards plaintiff, Peter Seidel, \$52,500.00 for his labor in this matter
16 against all defendants herein.

17 * 6. The court awards plaintiff, Peter Seidel, reasonable attorney fees in the amount of
18 *\$ - 0 -* and costs in the amount of *\$ 250.00*. * *Hsu Ying Li v. Gordon Tang, 87 Wn.*
19 *2d 796 (1976) is not appropriate to apply to*

20 7. The court awards plaintiff, Peter Seidel, prejudgment statutory interest for the
21 period of August 10, 2007, to date of judgment in the amount of *\$25,200.00*, *\$22,600.00* *in this case.*
22 *MJD*

23 DATED: 12/29/2011

24 *Michael J. Sullivan*
25 JUDGE

26 Presented By:

27 INGRAM, ZELASKO & GOODWIN, LLP
28 Attorneys for Plaintiff

29 *Richard Vroman*

30 By Richard Vroman
31 WSBA #7971

32 FINDINGS OF FACT AND CONCLUSIONS OF
LAW ON PLAINTIFF SEIDEL'S PETITION
FOR EQUITABLE RELIEF - 4

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1 Approved For Entry:

2 LAW OFFICES OF VINI SAMUEL

3 Attorney for Defendants

4

5

By _____

6

Vini Samuel

7

WSBA #27186

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RV:CC
HASSA-SEIDEL, PETR 1977/MERETRUCIOUS RELATIONSHIP - INTRODINGS OF FACT & CONCLUSIONS OF LAW/FINAL.DOC

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32 FINDINGS OF FACT AND CONCLUSIONS OF
LAW ON PLAINTIFF SEIDEL'S PETITION
FOR EQUITABLE RELIEF - 5

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EXHIBIT A

WITNESSES

Robert Damon

Peter Soidel

James Mortenson

Caroline Harding

Emily Brown

Stan Harding

Elizabeth Stevens

FILED
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VIRGINIA LEASE CLERK
PACIFIC CO. WA

by jd

Seidel, Peter Charles

CAUSE NO. 08-2-00420-3

Plaintiff
vs.

LIST OF EXHIBITS

Date 3-23-10

Harding, Caroline
Harding Trust Defendant

Offered By	Number of Exhibit	Admitted	Title or Name of Exhibit
7/8/10 R	1	1	Investment Statement / Waddell & Keel
" R	2	2	Franklin Templeton Statement
" R	3	3	Edward Jones Statement
" R	4	4	Central Park & Recreation Dist. Statement
" R	5	5	VASIC Statements
" R	6	6	First Security Bank Statement
" R	7	7	Bank of America Statement
" R	8	8	Mellon Bank Statement
" R	9	9	Waddell & Keel Statement
" R	10	10	Waddell & Keel Statement
" R	11	11	Edward Jones Statement
" R	12	12	Central Park & Recreation Dist. Statement
" R	13	13	VASIC Statement
" R	14	14	First Security Bank Statement
" R	15	15	Saastrom & Associates, Inc. Statement
" R	16	16	Saastrom & Associates, Inc. Statement
" R	17	17	United Investors Life Statement
" R	18	18	United Investors Life Statement

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EXHIBIT B-1

Offered By	Number of Exhibit	Admitted	Title or Name of Exhibit
7/8/16 R	19/19	19	4th Quarter 2001 Statement
" R	20/20	20	Account Statement, dated 12-17-2001
" R	21/21	21	Real Estate Contract
" R	22/22	22	First American Title Statement
" R	23/23	23	United Investors Life Statement
" R	24/24	24	United Investors Life Statement
" R	25/25	25	Sanstrum & Associates, Inc. Statement
" R	26/26	26	Sanstrum & Associates, Inc. Statement
" R	27/27	27	AIG H.C. Statement
" R	28/28	28	Nationwide Retirement Solutions Statement
" R	29/29	29	Wells Fargo Statement
" R	30/30	30	CEF - Money Market Portfolio Statement
" R	31/31	31	Compass Bank Statement
" R	32/32	32	RPR Clearing Services Statement
" R	33/33	33	U.S. Dept. of Housing & Urban Dev. Settlement Statement/copy
" R	34/34	34	Bargain v. Sale Deed / First American Title
" R	35/35	35	Copy of official/cashier's checks (3)
" R	36/36	36	AIG VACIC Statement
" R	37/37	37	Wells Fargo Statement
" R	38/38	38	United Investors Life Statement
" R	39/39	39	United Investors Life Statement
" R	40/40	40	Nationwide Retirement Solutions Statement
" R	41/41	41	Sanstrum & Associates, Inc. Statement
" R	42/42	42	World Savings Statement
" R	43/43	43	World Savings Statement

EXHIBIT B-2

Offered By	Number of Exhibit	Admitted	Title or Name of Exhibit
7/8/10 R	29 44	44	Wells Fargo Statement
" R	29 45	45	AIG VALIC Statement
" R	29 46	46	Nationwide Retirement Solutions Statement
" R	29 47	47	Sunstrum & Associates, Inc. Statement
" R	29 48	48	Sunstrum & Associates, Inc. Statement
" R	29 49	49	United Investors Life Statement
" R	29 50	50	United Investors Life Statement
" R	29 51	51	Chicago Title Ins. Co. Statement
" R	29 52	52	Nations Financial Group, Inc. Statement
" R	29 53	53	Wells Fargo Statement
" R	29 54	54	Sunstrum & Associates, Inc. Statement
" R	29 55	55	AIG VALIC Statement
" R	29 56	56	Nationwide Retirement Solutions Statement
" R	29 57	57	Capital One Statement
" R	32 58	58	Key Bank Statement
" R	34 59	59	Wells Fargo Statement
" R	35 60	60	Nations Financial Group, Inc. Statement
" R	36 61	61	Nations Financial Group, Inc. Statement
" R	37 62	62	United Investors Life Statement
" R	38 63	63	Jackson National Life Ins. Co. Statement
" R	39 64	64	Jackson National Life Ins. Co. Statement
" R	40 65	65	Capital One Statement
" R	42 66	66	First American Title Co. Settlement Statement
" R	42 67	67	Nations Financial Group, Inc. Statement
" R	43 68	68	Wells Fargo Statement

Offered By	Number of Exhibit	Admitted	Title or Name of Exhibit
7/8/10 R	69	69	Jackson National Life Ins. Co. Statement
" R	70	70	Key Bank Statement
" R	71	71	Capital One Statement
" R	72	72	First American Title Co. Settlement ^{Statement}
" R	73	73	Copy of Cashier's Check, dated 1-14-08
" R	74	74	Mortensen Construction Proposal
" R	75	75	Paid In Full/Receipt, For \$65K
" R	76	76	7 Page, transaction/activity statement
7/8/10 R	77	77	1 Set of 39 photos, 1-39 on
" R	78	78	Diagram, July 2005 on easel ^{illustrative purposes} or
" R	79	79	Copy of Billing For \$65K ^{signed by Jakob Mortensen}
" R	80	80	cut down to approximately 1/2 page ^{illustrative purposes} Diagram on Easel or
" R	81	81	Diagram on Easel or ^{illustrative purposes}
7/8/10 R	82	82	Proposal - R B Construction of Pump Station
" R	83	83	Invoice - Ford Electric Company, Inc.
" R	84	84	Statement - Denmore Construction Inc. ^{not offered}
" R	85	85	PUD letter dated 11/29/04
" R	86	86	Invoice - Ponds and Beyond
" R	87	87	Copies of property tax statements (4)
" R	88	88	2010 Pauli County Tax Statement
9/8/10 R	89	89	Letter dated 3/19/10, plus attachments, to/from counsel
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	42		
	43		

Offered By	Number of Exhibit	Admitted	Title or Name of Exhibit
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P	26 101	101	general Power of Attorney
P	27 102	102	Washington Durable Power of Attorney ^{Fertig case}
P	28 103	103	Letter / Law office of Dale R. Thompson, P.C.
P	29 104	104	Durable General medical Power of Attorney - Harding ^{C.}
P	30 105	105	Durable General Financial Power of Attorney ^{Springing}
P	31 106	106	Caroline's need to know information ^{H.C. Harding}
P	32 107	107	CH Cap Imp, 2000-2007
P	33 108 (100)	108	Surfside, OP yellow paper ^{illustrative purposes}
P	34 109 (100)	109	Bay Ctr 2004 / yellow paper ^{illustrative purposes}
P	35 110 (100)	110	Bay Ctr 2007 / yellow paper ^{illustrative purposes}
P	36 111	111	Post card / Mary Engelbreit
P	37 112	112	Promissory Note for \$80K, dated 8-09-07
P	38 113	113	E-mail dated 11-14-07, from C. Harding
P	38 114	114	E-mail dated 1-13-08 from C. Harding
P	40 115	115	Copy of check to Peter built Coast. \$10K
P	41 116	116	Internet posting / complaints Board
P	42 117	117	C + I infraction statement - SOW
P	40 118	118	E-mail dated 8-18-08 from C. Harding

EXHIBIT B-5

Offered By	Number of Exhibit	Admitted	Title or Name of Exhibit
P	15/119	119	Email dated 1-23-09 from R. Woman
P	20/120	Withdrawn	Envelope, From Pac. Co. Historical Society + Museum - Both parties.
P	22/121	121	photo
P	22/122	122	photo
P	22/123	123	photo
P	24/124	124	photo
P	25/125	125	photo
P	25/126	126	photo
P	27/127	127	photo
P	25/128	128	photo
P	29/129	129	photos/multiple/several snapshots
P	30/130	130	photo
P	31/131	131	photo
P	32/132	132	photo
P	33/133	133	photo
P	34/134	134	OP Lots - on easel
P	35/135	135	471 BCR - on easel
P	36/136	136	471 BCR 2006-2007 - on easel
P	37/137	137	Copy of Pole Building Cost
P	38/138	138	Mortensen Construction Invoice/Copy
7/9/10 P	39/139	139	copy of check No. 1160 for \$15,500.00
7/8/10 P	40/140	140	copy of check No. 1698 for \$7,000.00
7/8/10 P	41/141	141	copy of check No. 1751 for \$2,500.00
7/8/10 P	42/142	142	copy of check No. 1197 for \$2,500.00
" P	43/143	143	copy of check No. 1198 for \$2,500.00

EXHIBIT B-6

Offered By	Number of Exhibit	Admitted	Title or Name of Exhibit
7/8/10 P	15/144	144	copy of check No. 1199 for \$2,500.00 <small>(as all check in amount of \$500.00 order) cl</small>
" P	20/145	145	copy of check No. 1203 & 1204
" P	21/146	146	copy of check No. 1755 for \$2,000.00
" P	22/147		Photograph
" P	23/148	148	Proposal from Mortensen Construction <small>9/14/00</small>
" P	24/149	149	Proposal - Mortensen Construction - 6/7/06
" P	25/150	150	Proposal - Mortensen Construction - 7/12/05
" P	26/151	151	Proposal - Mortensen Construction - 7/12/05
" P	27/152	152	Resp's Answer to Complaint in No. 08-2-00098-4
" P	28/153	153	Declaration of Caroline Harding - Cause No. 08-2-00098-8
9/8/10 P	29/154	154	Craig's list listing
" P	30/155	155	Liz's Records
" P	31/156	156	Board of Equalization - appeals
" P	32/157		Pacific County Complaint in 08-2-00420-3
" P	33/158		Answers to Complaint in No. 08-2-00420-3
" P	34/159	not offered	Contract
" P	35/160	160	Mortensen Construction bid - \$11,545.00
" P	36/161	161	Antagonatories
" P	37/162	162	Photographs
" P	38/163	163	Financial records of Pete Sudek
12-14-2010 B	39/164	164	APPRAISAL
R	40/165		Construction Information
R	41/166	NOT ADMITTED	Comparison Check MONTENSEN
R	42/167	167	LT 8-21-08
R	43/168	NOT ADMITTED	Acct Detail

EXHIBIT B-7

Offered By	Number of Exhibit	Admitted	Title or Name of Exhibit
R	19/69	NOT ADMITTED	BC Projects
R	20/70	170	HANDING PAYMENT
R	21/71	171	Reimbursement to Seidel
R	22/72	172	Bay Center Pol Capital Dept 2004-10/2004
R	23/73	173	" " " 1-2005 TH 12-2005
R	24/74	174	" " " 1-2006 - 12-2006
R	25/75	175	" " " 1-2007 - 12-2007
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EXHIBIT B-8

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VIRGINIA LEASING
PACIFIC COUNTY

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

PETER CHARLES SEIDEL, a single man,)
)
) Plaintiff,)
 vs.)
)
) CAROLINE HARDING, a single woman; and)
) the CAROLINE HARDING LIVING TRUST,)
)
) Defendant.)

NO. 08-2-00420-3
JUDGMENT
(CLERK'S ACTION REQUIRED)

JUDGMENT SUMMARY:

- 1. Judgment Creditor: Peter Seidel
- 2. Creditor's Attorney: Ingram, Zelasko & Goodwin, LLP
- 3. Judgment Debtor: Caroline Harding, a single woman; and the Caroline Harding Living Trust
- 4. Judgment Amount: \$52,500.00
- 5. Prejudgment Interest: \$ 21,600.⁰⁰
- 6. Taxable Costs: \$ _____
- 7. Attorney Fees: \$ - 0 -
- 8. Judgment Interest: 12%
- 9. Total Judgment: \$ 75,100.⁰⁰

THIS MATTER coming before the court this day, the plaintiff appearing through its attorneys, Ingram, Zelasko & Goodwin, LLP, the defendants appearing through their attorney,

JUDGMENT - 1

INGRAM, ZELASKO & GOODWIN, LLP
ATTORNEYS AT LAW
120 EAST FIRST STREET
ARRRDEN, WASHINGTON 98320
TELEPHONE (360) 531-2865
TELEFAX (360) 538-1511

1 Vini Samuel, and the court having entered Findings of Fact and Conclusions of Law, and the
2 court being fully advised, now, therefore, it is

3 ORDERED that plaintiff have judgment against all of the defendants herein, in the
4 amount of \$52,500.00, prejudgment interest in the amount of \$ 22,602.⁰⁰, plus an attorney fee
5 in the amount of \$ -0-, plus plaintiff's costs and disbursements in the amount of
6 \$ 250.⁰⁰, and interest on the entire judgment amount at the statutory rate from the
7 judgment date until fully paid.

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9 DATED: 12/29/2011

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JUDGE

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Presented By:

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INGRAM, ZELASKO & GOODWIN, LLP
Attorneys for Defendant

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By _____
Richard Vroman
WSBA #7971

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32 JUDGMENT- 2

INGRAM, ZELASKO & GOODWIN, LLP
ATTORNEYS AT LAW
120 EAST FIRST STREET
ABERDEEN, WASHINGTON 98520
TELEPHONE (360) 533-2863
TELEFAX (360) 538-1511

FILED

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WASHER STATE COURT
PACIFIC COUNTY

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

PETER CHARLES SEIDEL, a single man,)
)
) Plaintiff,)
)
) vs.)
)
) CAROLINE HARDING, a single woman; and)
) the CAROLINE HARDING LIVING TRUST,)
)
) Defendant.)

NO. 08-2-00420-3

AMENDED JUDGMENT
(CLERK'S ACTION REQUIRED)

JUDGMENT SUMMARY:

- 1. Judgment Creditor: Peter Seidel
- 2. Creditor's Attorney: Ingram, Zelasko & Goodwin, LLP
- 3. Judgment Debtor: Caroline Harding, a single woman; and the Caroline Harding Living Trust
- 4. Judgment Amount: \$52,500.00
- 5. Prejudgment Interest: ~~\$27,633.26~~ as of December 29, 2011 22,600⁰⁰
- 6. Taxable Costs: \$250.00
- 7. Attorney Fees: \$ 0
- 8. Judgment Interest: 12%
- 9. Total Judgment: ~~\$80,433.26~~ 75,350⁰⁰

THIS MATTER coming before the court this day, the plaintiff appearing through its attorneys, Ingram, Zelasko & Goodwin, LLP, the defendants appearing through their attorney,

AMENDED JUDGMENT- 1

INGRAM, ZELASKO & GOODWIN, LLP
ATTORNEYS AT LAW
120 EAST FIRST STREET
ADURDRA, WASHINGTON 98520
TELEPHONE (360) 533-2865
TELEFAX (360) 538-1511

1 Vini Samuel, and the court having entered Findings of Fact and Conclusions of Law, and the
2 court being fully advised, now, therefore, it is

3 ORDERED that plaintiff have judgment against all of the defendants herein, in the
4 amount of \$52,500.00, prejudgment interest in the amount of \$27,633.26, plus an attorney fee in
5 the amount of \$ 0.00, plus plaintiff's costs and disbursements in the amount of \$250.00, and
6 interest on the entire judgment amount at the statutory rate from the judgment date until fully
7 paid.

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DATED: 1/27/20



JUDGE

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Presented By:

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INGRAM, ZELASKO & GOODWIN, LLP
Attorneys for Defendant

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By 

Richard Vroman
WSBA #7971

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*Not approved as to content
only as to form*

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*V Samuel
WSBA #27186*

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AMENDED JUDGMENT- 2

INGRAM, ZELASKO & GOODWIN, LLP
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DECLARATION OF SERVICE

On said day below I emailed and deposited in the U.S. Mail a true and accurate copy of: Brief of Appellant/Cross-Respondent in Court of Appeals Cause No. 43035-5-II to the following parties:

Richard Vroman
Megan M. Valentine
Ingram Zelasko & Goodwin, LLP
120 E. First Street
Aberdeen, WA 98520

Original and copy filed with:

Court of Appeals, Division II
Clerk's Office

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

DATED: April 26, 2012, at Tukwila, Washington.



Christine Jones
Talmadge/Fitzpatrick

COURT OF APPEALS
DIVISION II
12 APR 27 PM 1:10
STATE OF WASHINGTON