

No. 51882-1

COURT OF APPEALS, DIVISION TWO
OF THE STATE OF WASHINGTON

MICHAEL SMITH, Respondent, for GREGORY MYRON TIMS,
Deceased
v.
DONNA L. TIMS, Appellant

APPELLANT OPENING BRIEF

RE: CASE #: 51882-I-II: In Re the Marriage of Donna L. Tims v
Gregory M. Tims, Court of Appeals No. 51882-I-II Pierce County
No, 15-3-03071-9

Review of Denial to Vacate a DCD and Property Settlement
Agreement
On March 7, 2018 by Commissioner Farmer
Denial of Revision on March 30, 2018 by Judge Ashcraft

ORAL ARGUMENT WAIVED BY APPELLANT

Respectfully Submitted

Donna Lynne Tims Pro se

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DFAS Greg's Retirement
Leave and Earnings
Statement December 2015

Donna L. Tims beneficiary
"Ex" A

ARREARS OF PAY BENEFICIARY INFORMATION		
THE FOLLOWING BENEFICIARIES ARE ON RECORD:		
NAME DONNA L TIMS	SHARE 100.00%	RELATIONSHIP WIFE
MESSAGE SECTION		
YOUR NEW PAY INCLUDES A 0.0% COST-OF-LIVING-INCREASE.		
PLEASE CONSIDER USING MYPAY TO OBTAIN FUTURE RETIREE AND TAX STATEMENTS. VISIT MYPAY AT https://mypay.dfas.mil .		
PLEASE REFER TO THE ENCLOSED NEWSLETTER FOR OTHER ITEMS OF INTEREST TO RETIREES.		

DFAS-CL 7220/148 (REV 03-01)



ARREARS OF PAY BENEFICIARY INFORMATION

THE FOLLOWING BENEFICIARIES ARE ON RECORD:
NAME SHARE RELATIONSHIP
CHALPIN PATRICIA A 100.00% SISTER

MESSAGE SECTION

YOUR DESIGNATION OF BENEFICIARY WAS PROCESSED AND IS DISPLAYED IN THE ARREARS OF PAY BENEFICIARY INFORMATION SECTION OF THIS RETIREE ACCOUNT STATEMENT. IF YOU FIND ANY ERRORS PLEASE CALL US AT 1-800-321-1080.

DFAS Greg's Leave and Earnings Statement
February 2016. Names Chalpin, Patricia as new
Beneficiary

Introduction.

The review is based on a motion to vacate a dissolution decree and property agreement filed December 2, 2015. The cause of action was based on fraud. The procedure for the motion was based on CR 60(b),(4),(5),(9) and (11).

The request for vacating the decree is based on insufficient service process by duress, fraud, unavoidable casualty and inequity.

The husband in this dissolution case had a sudden un explained death. He died February 5, 2017. A probate was initiated much too quickly by the husband's sister from long distance. There was no will.

The first hearing was with Commissioner Farmer, on March 7, 2018. The motion was denied based on law and representation. A revision was heard on April 30, 2018 by Judge Timothy Ashcraft. The revision was denied as well.

The deceased husband in the marriage was Gregory Myron Tims. The Substitute for Greg is the Attorney for his Estate, Michael T. Smith of Tuell and Young P.C.'s, and the Respondent. The Appellant is Donna Lynne Tims representing herself Pro Se. The Personal Representative (PR) of the Estate is PR Thomas McKee of Tuell and Young Funeral Homes, Inc. Greg's sister is Patricia Chalpin who resides in the State of New Hampshire. The Divorce Attorney was Tammis Greene.

Assignment of Errors

Was the court wrong or right to deny a motion for relief from a decree and property settlement based on newly discovered fraud?

Was the court wrong or right to allow a probate action to supersede on a decree agreement before the real property was sold?

Issues Pertaining to Assignments of Error

When fraud can be proven without the testimony on behalf of the decedent, the case should lie.[1]

How is intestate probate justified on behalf of a non-probate asset that has not been liquidated the only creditor is the joint tenant on the title to real property?[2]

Statement of Case

1. The Husband and Wife, hereafter Greg and Donna have been married 22 years.
2. Donna has worked as a Registered Nurse full-time throughout the marriage except for seven years.
3. They bought their first home together in 1999. In 2008 Donna stayed at home to nurse Greg into full remission from late stage cancer.

4. In late 2014, after learning of his medical condition, Greg's sister Pat influenced Greg and subsequently Donna, negatively.
5. Greg was hospitalized twice within six months of contact by his sister.
6. Attempts by Donna and the medical doctors to assist Greg back to his previous stable health became exponentially difficult.
7. The resulting stress on Donna exhausted her physically, mentally and emotionally.
8. Donna began having heart palpitations and feelings of impending doom.
9. Greg's admissions to the hospital stopped after initiating a separation.
10. Donna continued to be Greg's Designated Power of Attorney.
11. The divorce attorney pressured Donna in signing the final documents even though Donna did not want to follow through with the divorce.

12. Greg was a 'hoarder'; the couples personal property was co-mingled and in the apartment.

13. One old couch, one old table, a couple chairs and minimal kitchenware were the only major items left in the house.

14. All of the photography gear was quasi community property, gifted and shared between Greg and Donna, as were the two vehicles and virtually everything else in the apartment.

Summary

The couple's marriage was strained but not irreconcilable.

The separation between them failed.

Greg did not participate in the proceedings.

The final papers were put off until Attorney Greene forced the issue.

Greg died suddenly and unexpectedly on February 5th, 2017.

6. Pat initiated a probate within hours of his death for his 50 percent of the property settlement.
7. She then waived all rights, statutory or by will, to be or act as personal representative or to administer upon, the property
6. She gave the role of PR to the owner of the funeral home without a word to Donna.
7. Donna was forced to hire an attorney to obtain permission for a viewing of Greg's body for 30 minutes. It was the last time she would ever see him.
8. Donna had a nervous breakdown and was warned she would be thrown out of the funeral home if she cried.
9. Donna requested Greg's funeral and military honors be in Washington.
10. No one has given any credible information about Greg's place of rest, funeral, internment or disposition.

11. Despite numerous requests both with and without an Attorney, she has been completely ignored to the present day.

Short Summary

During a very fragile time in their lives, this couple were tragically torn apart by people they should have been able to trust. A sibling on the east coast, an undertaker and a fiduciary. They both are veterans with disabilities and have been taken advantage of by people who have abused law and ethics . The PR signed an oath in his petition for letters.

Argument FRAUD

This case previously pleaded several issues in the family court, all of which are allowed based on Rule 26(b) Federal Rules of Civil Procedure that provides, ["Parties may obtain discovery regarding any nonprivileged matter that is relevant to any party's claim or defense including the existence, description, nature, custody, condition, and location of any

documents or other tangible things and the identity and location of persons who know of any discoverable matter. For good cause, the court may order discovery of any matter relevant to the subject matter involved in the action."]

Fraud, found seven months after the Decree was signed, is the primary argument here in terms of vacating the decree. The fraud was not known at the time of signing the decree. The decree would have a significantly different meaning had the fraud been known at the time the decree was signed. Donna uncovered the fraud unexpectedly. The fraud was so shocking she needed to verify it with an attorney and paid over \$100.00 for that visit just to 'be sure'.

Seven months after Greg died, evidence was found that Greg changed the beneficiary on his military retainer pay to his sister. The attorney surmises that Greg could not have done that without Donna (the spouse signature) on the Survival Benefit Program (SBP) to waive it. That

document was manipulated while the couple were still married and not separated. It was an act done deliberately, and in several steps over a period of time. This demonstrates fraud, even if Donna cannot testify to the fact that Greg instructed her to sign the form stating she would no longer be entitled to benefits after the divorce. CP 20. He had also asked her to relinquish her military dependent id card to him and told her she was not entitled to health care anymore. This also proved not to be true.

Attorney Smith compared Donna's case to *In re the Marriage of Maddix*, 41 Wn. App 248, 253 (1985). There is minimal correlation. Yes, both are based on the cause of action for fraud, but is completely different. The case here is about fraud in the inducement during a time of mutual trust and cooperation. Greg gives false information to lead me to sign a form waiving a very large annuity paid for by community property throughout the 22-year marriage. By changing his military retirement retainer pay to his sister, Pat or whomever she designates obtains that annuity and retirement pay instead of Donna. Donna did not receive anything from

the divorce to begin with and yet Pat is now going after even more with the probate. Pat has demonstrated all the elements of a cause of action for undue influence over Greg. who has a physician certified documented changes in his cognition. CP 40 "Ex" 2. Those elements are, 1. A confidential relationship between a grantor and beneficiary 2. The beneficiary actively procured the instrument. 3. The grantor suffers some condition lessening an ability to resist the influence.

In the Maddix case, the ex-wife had a statement with information about the husbands business for 20 months prior to her accusation of the ex-husband defrauding her. A financial statement or other statement specific to the parties' real estate, is truly incomparable to a blank Federal SBP form.

Mr. Smith pleaded that Donna had every opportunity to discuss the issue of the Survivor Benefit Plan with counsel. Even if a lawyer can testify, he has no personal knowledge of any conversations between the lawyer,

Greg or myself. However, Information in the Facts and Conclusions of Law findings is supposed to be correct. she was not given any information by her attorney to the contrary; the lawyer told her straight out that she had nothing to benefit from the military retirement. It is clear now that this is not true. Other corrections to the errors in the Findings of Facts include the place of the marriage and the subsequent marriage almost a year later in the church. This information has been placed in the court file pleadings. CP 40 pg. 2. Also added was Greg's status as a military retiree and my past 22-year dependency on that status for health care. The SBP benefit has been amended and updated many times by Congress. But what is straightforward is that the state has authority and jurisdiction to amend decrees and property agreements, and there is no statute that prevents assigning military retirement pay retroactively or requesting it no matter how long ago the decree was. What it does not do is pay when the retiree dies. Therefore the SBP is critical to any military spouse after death of the retiree. SBP is also linked

into social security. The former spouse has two years to bring forward a claim, and even longer than that with a court order, and even when the beneficiary has been changed to the new spouse. In re The Marriage of Himes, 965 P. 2d 1087 – Wash: Supreme Court 1998 the previous spouse had been awarded the benefit after military member Himes died. and it was ordered to be returned for the Appellant. My argument here is that there is a remedy for this unconscionable act. The SBP is not an easy issue to mend but is mendable. Above all, it is another step to fairness and equity.

The argument is that if Greg depends on me to give him his numerous medications a day, correctly, every time, and at a specific time and in a specific order, why would he not sign the paper if I asked him to?

Conversely, why would Donna withhold anything he wanted when upsetting him could trigger a cardiac event? These are the larger issues Attorney Greene was entrusted to assist with and did not. As a society

we have a duty to avoid causing further harm to others even when they are the cause of their own problems, not profit from it.

. Attorney Smith mentioned in his reply brief that there was no excuse that Donna did not take care of these matters in the fourteen months after the decree was signed. Donna agrees that she waited too long, but also wants to point out that Greg's health stabilized, and she stopped feeling her own impending death. She had to maintain focused on earning money needed for the maintenance of the house. With paint and carpet fumes, hammers, saw, drills, this was not an environment for Greg. He had a beautiful ocean view in his apartment and he could get around much safer than at home. Donna would have loved to live there with him full time. In October of 2016, she developed illnesses that did not resolve and were at risk of being associated with tuberculosis. This is in significant contrast with the *Swasey v. Mikkelsen* 65 Was. 411 (1911) case. Donna worked twelve hours consecutive night shifts in a facility full of agony and diseases from all over the world and crowded

conditions. In Swasey v. Mikkelsen, the attending husband was only sitting at his wife's bedside, chivalrous as it was. Donna also sat at Greg's bedside, when Greg was in critical care after his sister's generous gifts before or after working all night.

The acts of both Greg, whether or not he did these acts under the influence of another person or not, are in proof. This includes his signature on the SBP document, acknowledging that he signed and Donna's sworn statement that he had clearly told her that a divorce would end the benefit. Only Greg could have changed his beneficiary from Donna to Pat, and have it appeared on his monthly check statement. He had recently taken out an insurance policy through USAA. Although Donna gave this information to Pat in an effort to see Greg one last time, the information can only be found out through a court order or by evidence presented by the probate.

This issue of over-reaching by the probate merges into the issue of unconscionability. Unconscionability is evident both at the time of decree and between Greg and Donna, and at the time of Greg's death, by Pat and the probate.

The standard of unconscionability is used in commercial law, where its meaning includes protection against one-sidedness, oppression, or unfair surprise (see section 2-302, Uniform Commercial Code). It has been used in cases respecting divorce settlements or awards. *Bell v. Bell*, 371 P.2d 773, 150 Colo. 174 (1962) ("this division of property is manifestly unfair, inequitable and unconscionable"). In the context of negotiations between spouses as to the financial incidents of their marriage, the standard includes protection against overreaching, concealment of assets, and sharp dealing not consistent with the obligations of marital partners to deal fairly with each other. With the fact that Donna was looking after Greg just as if they were married, and ensuring his medical care was properly dealt with, Donna did not expect anything like this was

going on behind the scenes. The lavish and expensive gifts of alcohol and live lobsters from Pat exclusively to Greg took on a whole new meaning.

RCW 11.11.010

Definitions.

The definitions in this section apply throughout this chapter unless the context clearly requires otherwise.

(1)(a) "Actual knowledge" means:

(i) For a financial institution, whether acting as personal representative or otherwise, or other third party in possession or control of a nonprobate asset, receipt of written notice that: (A) Complies with RCW 11.11.050; (B) pertains to the testamentary disposition or ownership of a nonprobate asset in its possession or control; and (C) is received by the financial institution or third party after the death of the owner in a time

sufficient to afford the financial institution or third party a reasonable opportunity to act upon the knowledge; and

(ii) For a personal representative that is not a financial institution, personal knowledge or possession of documents relating to the testamentary disposition or ownership of a nonprobate asset of the owner sufficient to afford the personal representative reasonable opportunity to act upon the knowledge, including reasonable opportunity for the personal representative to provide the written notice under RCW 11.11.050.

(b) For the purposes of (a) of this subsection, notice of more than thirty days is presumed to be notice that is sufficient to afford the party a reasonable opportunity to act upon the knowledge, but notice of less than five business days is presumed not to be a sufficient notice for these purposes. These presumptions may be rebutted only by clear and convincing evidence to the contrary.

(2) "Beneficiary" means the person designated to receive a nonprobate asset upon the death of the owner by means other than the owner's will.

(3) "Broker" means a person defined as a broker or dealer under the federal securities laws.

(4) "Date of will" means, as to any nonprobate asset, the date of signature of the will or codicil that refers to the asset and disposes of it.

(5) "Designate" means a written means by which the owner selects a beneficiary, including but not limited to instruments under contractual arrangements and registration of accounts, and "designation" means the selection.

(6) "Financial institution" means: A bank, trust company, mutual savings bank, savings and loan association, credit union, broker, or issuer of stock or its transfer agent.

(7)(a) "Nonprobate asset" means a nonprobate asset within the meaning of RCW [11.02.005](#), but excluding the following:

(i) A right or interest in real property passing under a joint tenancy with right of survivorship;

(ii) A deed or conveyance for which possession has been postponed until the death of the owner;

(iii) A transfer on death deed;

(iv) A right or interest passing under a community property agreement;
and

(v) An individual retirement account or bond.

(b) For the definition of "nonprobate asset" relating to revocation of a provision for a former spouse or former domestic partner upon dissolution of marriage or state registered domestic partnership or declaration of invalidity of marriage or state registered domestic partnership, see RCW 11.07.010(5).

(8) "Owner" means a person who, during life, has beneficial ownership of the nonprobate asset.

(9) "Request" means a request by the beneficiary for transfer of a nonprobate asset after the death of the owner, if it complies with all conditions of the arrangement, including reasonable special requirements concerning necessary signatures and regulations of the financial institution or other third party, or by the personal representative of the owner's estate or the testamentary beneficiary, if it complies with the owner's will and any additional conditions of the financial institution or third party for such transfer.

(10) "Testamentary beneficiary" means a person named under the owner's will to receive a nonprobate asset under this chapter, including but not limited to the trustee of a testamentary trust.

(11) "Third party" means a person, including a financial institution, having possession of or control over a nonprobate asset at the death of the

owner, including the trustee of a revocable living trust and surviving joint tenant or tenants.

[2014 c 58 § 20; 2008 c 6 §

Undue influence nullifies the instruments used to obtain the benefit.

See, IN RE MARRIAGE OF NWACHUKU, 2011. [Where a confidential relation exists between the parties and one of the parties

signs an instrument without reading it in reliance on false representations as to its contents by the other party, the instrument may be avoided.].

What can be proven without any testimony is that the SBP contact was signed when the parties were still married.

The courts have provided opinions of law addressing the division of assets in *Boeseke v. Boeseke*, 519 P. 2d 161 - Cal: Supreme Court 1974 - (2a) By reason of his management and control, one spouse normally has a fiduciary duty to account to the other while negotiating a property settlement agreement. The duty is terminated neither by commencement of an action for dissolution nor by retention of an attorney. (*Vai v. Bank of America* (1961) 56 Cal.2d 329, 337 [15 Cal. Rptr. 71, 364 P.2d 247].) It includes disclosure of the existence of community assets and material facts affecting their value. (56 Cal.2d at pp. 342-343.)

See, Crossan v. Crossan, 35 Cal. App. 2d 39 - Cal: Court of Appeal, 3rd Appellate Dist. 1939 - The money which has been paid into the Retirement Fund by defendant was community property. His interest is a valuable right which has been purchased with community funds. It was proper, therefore, for the trial court to award to the plaintiff other community property equivalent in value to that interest.

In re Marriage of Grissom, 30 Cal. App. 4th 40 Cal: Court of Appeal, 4th Appellate Dist, 1st Div 1994, the property agreement was vacated 10 years after it was signed.

In re Marriage of Grissom, 30 Cal. App. 4th 40 - Cal: Court of Appeal, 4th Appellate Dist., 1st Div.1994 as cited in United States v. Throckmorton (1878) 98 U.S. 61, 65-66 [25 L.Ed.2d 93, 95 states, ..“in all these cases, and many others which have been examined, relief has been granted, on the ground that, by some fraud practiced directly upon the party seeking relief against the judgment or decree, that party has been

prevented from presenting all of his case to the court. ...or where the attorney regularly employed corruptly sells out his client's interest to the other side, — these, and similar cases which show that there has never been a real contest in the trial or hearing of the case, are reasons for which a new suit may be sustained to set aside and to annul the former judgment or decree and open the case for a new and a fair hearing. See Wells, Res Adjudicata, sect. 499; Pearce v. Olney, 20 Conn. 544; Wierich v. De Zoya, 7 Ill. 385;

Petitioner contends that in all other reported jurisdictions, courts may vacate a dissolution after the death of one of the parties based upon equitable principles.[38] She cites the Maryland case of Connelly v. Connelly,[39] which also involved entitlement to Navy pension benefits. In that case, the wife filed a motion to vacate a dissolution decree 26 months after she discovered her former husband had obtained the decree through fraud. The court vacated the decree even though the husband had since remarried and died, holding that "[l]apse of time will not bar

relief where circumstances exist which excuse the delay and render it inequitable to interpose the bar." [40]

Petitioner argues that the Court almost a century ago established this "ill-conceived, shortsighted, and harsh rule" unaware of its effect on future cases like this where marital status determines annuity rights and relief can be granted only by vacating the dissolution decree. Petitioner asserts that, given the increasing prevalence of surviving spouse benefit plans offered under federal, state, and private annuities, dissolutions are no longer "purely personal actions" because they involve substantial property rights. *Re the Marriage of Himes*

Judge Hulbert signed an order vacating the decree of dissolution.

Concluding that the death of Victor P. Himes did not preclude vacation of the dissolution decree, the court directed "Janana MacIntyre Himes to pay into the registry of the court all military pension proceeds or other funds she receives as a surviving spouse, ... commencing July 1, 1995." [27]

Argument JURISDICTION

Should the court deny a petitioner relief from inequity in favor of an intestate probate?

..." Nevertheless, when the ultimate purpose of the decree, regardless of the form of words used in the property provisions thereof, is not related or incident to the rights of the parties between themselves, or to burdens imposed upon property on behalf of the children, the court must be held to have acted outside the scope of the divorce act and hence without jurisdiction." . *Arneson v. Arneson*, 227 P. 2d 1016 - Wash: Supreme Court, 2nd Dept. 1951

Pierce County Superior Family Court retains jurisdiction over the parties for modification purposes. RCW 26.12.010.

RCW 7.28.260 Effect of judgment—Lis pendens—Vacation.

“In an action to recover possession of real property, the judgment rendered therein shall be conclusive as to the estate in such property and the right of possession thereof, so far as the same is thereby determined, upon all persons claiming by, through, or under the party against whom the judgment is rendered, by title or interest passing after the commencement of the action, if the party in whose favor the judgment is rendered shall have filed a notice of the pendency of the action as required by RCW 4.28.320 that states: “When service of the notice is made by publication, and judgment is given for failure to answer, at any time within two years from the entry thereof, the defendant or his or her successor in interest as to the whole or any part of the property, shall, upon application to the court or judge thereof, be entitled to an order, vacating the judgment and granting him or her a new trial, upon the payment of the costs of the action.”

The probate action blindsided Donna, it was reckless, unconscionable and carried out in a way by each individual, as to cause intentional emotional

suffering present to this day. Legally, it is out of the jurisdiction of the court. According to the Marriage and Divorce Act, 1973, they compared a divorce to a business partnership. In RCW 25.10.581 a business relationship is given time, 'to wind down'. This time provides necessary time to allow for business, relocation and changes to take place. These things do not happen over -night, it is logistically and physically impossible. The argument points to the fact that Greg and Donna were in the middle of an impasse, and the decree was not wanted. Even after it was signed, it was not expected to hold. The house and property remained titled in Greg and Donna's name.

Palmer v. Palmer, 42 Wash.2d 715, 716-17 P.2d 475 1953

[1] Divorce, probate, bankruptcy, receiverships, and assignments for the benefit of creditors are statutory proceedings, and the jurisdiction and authority of the courts are prescribed by the applicable legislative enactment. In them the court does not have any power that cannot be

inferred from a broad interpretation of the act in question. The powers of the court in probate and receiverships cannot be imported into the divorce act. Whether or not the court exceeded its jurisdiction in the case at bar, must be determined from the language of the divorce act.

..." In this case, we can say that the purpose of requiring an accounting as to the payment of creditors, without preference of debts not due and with no balance left for division, is compatible only with a liquidation proceeding and is not incident to any purpose within the scope of the divorce act. The court, therefore, acted in excess of its jurisdiction."

Argument Blocked Evidence by the Deadman Statute should be WAIVED

Should the Deadman's Statute be waived after Donna gave oral testimony regarding what Greg did, or did not do? CP 114 pg.

Attorney Smith did not object to it.

All evidence has been taken or controlled by the probate and next of kin.

The RCW 5.60.030 Statute.

No person offered as a witness shall be excluded from giving evidence by reason of his or her interest in the event of the action, as a party thereto or otherwise, but such interest may be shown to affect his or her credibility.

Supreme justice opinion TAKEN FROM the following case:

McGugart v. Brumback, 463 P. 2d 140 - Wash: Supreme Court 1969

The Supreme Court of Michigan arrived at a similar conclusion in *Banaszkiewicz v. Baun*, 359 Mich. 109, 115, 101 N.W.2d 306 (1960):

[It is apparent that there is no conflict between the purposes ... of the dead man's statute and the rule for discovery. Both are intended to aid in arrival at truth and justice in litigation. Invoking the one need not be treated as a waiver of the other. Enabling both parties to become fully conversant with all the facts involved in a matter and to avoid "traps and

surprises" makes for enlightened administration of justice. Its achievement need not be paid for by sacrifice of the object or purpose of the dead man's statute. There is no unfairness in permitting defendants and their counsel to know what plaintiff's claims are and the foundation on which she bases them and, yet, at the same time, closing her mouth at trial as to matters equally within the knowledge of the deceased whose mouth has been closed by death.]

Argument EQUITY

Also applicable, is the Marriage and Divorce Act, which states:

"The Act's elimination of fault notions extends to its treatment of maintenance and property division. The distribution of property upon the termination of a marriage should be treated, as nearly as possible, like the distribution of assets incident to the dissolution of a

partnership. The Act authorizes the division of the property belonging to either spouse, or to both spouses, as the primary means of providing for the future financial needs of the spouses, as well as of doing justice between them. Where the property is insufficient for the first purpose, the Act provides that an award of maintenance may be made to either spouse under appropriate circumstances to supplement the available property. But, because of its property division provisions, the Act does not continue the traditional reliance upon maintenance as the primary means of support for divorced spouses. Standards are set up to guide the court in apportioning property and in awarding maintenance.

By and large, a trial court does not accept a settlement agreement of the parties simply because of their contractual rights, but because its provisions seem just and equitable and in furtherance of sound public policy, all factors being considered. In so far as courts refuse to examine critically the technical language or nomenclature

Conclusion with short statement stating precise relief sought

Attorney Smith has asked the court to barr any testimony Donna has made regarding what I heard Greg say or do. Based on the evidence, it speaks for itself. However, the case has been made succinctly that this testimony should be allowed because it was waived by Attorney Smith.

Undue influence, proven, negates the instruments that were procured by the beneficiary, Pat Chalpin.

Precise relief requested or alternate relief with any such other relief
deemed appropriate by the court.

DONNA TIMS - FILING PRO SE

July 26, 2018 - 1:50 PM

Transmittal Information

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