

FILED

MAR 16 2020

COURT OF APPEALS
DIVISION III
STATE OF WASHINGTON
By _____

CASE No. 358887

**COURT OF APPEALS, DIVISION III
OF THE STATE OF WASHINGTON**

In the Matter of the Marriage of:
KONRAD P. KULESZA, *Appellant*
and
JERRIE R. ANTHONY, f.k.a JERRIE R. KULESZA, *Respondent*

AMENDED APPELLANT'S REPLY BRIEF

March 12, 2020

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I. INTRODUCTION

On February 21, 2018 Mr. Kulesza filed an appeal with the Court of Appeals seeking review of the Trial Court's Order on a Motion to Enforce Decree of Dissolution which was brought by Ms. Anthony in December 09, 2016. Mr. Kulesza is pursuing this appeal case as a pro se litigant. The judgment order ruled on by Commissioner Jacqueline I. Stam in appeal was filed February 13, 2018 in the Superior Court of Washington, Benton County case #15-3-00151-6 (CP 550-553). This case was heard before the Trial Court on September 17, 2017, on the Motion to Enforce Decree of Dissolution, which was then continued October 18, 2017 and additionally extended and concluded on January 23, 2018.

Mr. Kulesza is disputing the judgement order awarding Ms. Anthony a dollar amount totaling \$59,525.00 as compensation, for her motion pursuant to the award of the retirement account. Trial Courts reasoning and justification stated in support of the award was that it found the actions of Mr. Kulesza to be the embodiment of bad faith. The Trial Court made this determination incorrectly to conclude an award to Ms. Anthony.

This appeal is on an issue in need of resolution for closure of a Dissolution, in which a Decree of Dissolution (CP 219-236) along with a Findings of Fact and Conclusions of Law (CP 205-218), were entered into Superior Court of Washington, Benton County case #15-3-00151-6 on February 3, 2016. The Decree of Dissolution included a Domestic Relations Order, through a CR-2A. The Domestic Relations Order was then inaugurated as filed in the court on April 14, 2016. (CP 237-241). The completion of the QDRO was satisfied August 16, 2016 with the transfer of funds from Mr. Kulesza's Vanguard account to Ms. Anthony's account.

Mr. Kulesza does not, by any means, deny making withdrawals from the Vanguard account that was to be transferred to Ms. Anthony as agreed to during mediation. It is Mr. Kulesza's position on appeal, that the duration from the mediation, August 19, 2015(Certificate of completed mediation, CP 103), when the parties reached an agreement to the actual transfer of Vanguard Funds on August 16, 2016 was unacceptable having a time span of over one year.

The agreement was achieved, for numerous reasons, but the one fundamentally predominant, initially conveyed during mediation was the urgent need to address economic hardship and financial stability.

The agreement necessitated that Mr. Kulesza's Vanguard account would be made available via QDRO, so that the monies, not subject to the early withdrawal penalties on early distribution, would be used to pay off *ALL* community debt. This would greatly relieve a portion of expenses by removing the large monthly dollar amount required to upkeep community debts. The agreement was reached 6 months after the date of separation, and the Decree of Dissolution was completed another 6 months after that. Then from the date of the Decree of Dissolution it took another 6 months to actually have the Vanguard Account rollover to occur.

With progressively negative impact on economic hardship that Mr. Kulesza was enduring he had no other choice than to make the withdrawals in financial support to ensure that the home in which Ms. Anthony and the parties children resided, would not be foreclosed on.

Mr. Kulesza argues that the financial hardship was truly due to Ms. Anthony's delay in prolonging matters and signing documents. This factor in the underlying arguments presented to Trial Court is now submitted and further established in the Appellants Opening Brief and Appellants Motion to Modify Ruling Filed July 8, 2019. Based on the entire record, Mr. Kulesza believes that a reasonable trier of fact would

not be capable of establishing substantive evidence, to meet the burden of proof to conclude Mr. Kulesza's actions were an embodiment of bad faith and would not be able to support that there is award owed to Ms. Anthony.

The judgment rendered, is incorrect because there exist substantial flaws in the reasoning used to support the determination. Mr. Kulesza brings forth pertinent and reasonable challenges to the ruling and provides arguments clearly supported by evidence that contradict the final judgement order rendered on February 13, 2018. Mr. Kulesza presents factual evidence within the record to establish his dispute on appeal by identifying the inconsistencies and contradictions of the judgement.

This matter needs a fair resolution which can truly be accomplished through this higher level of review. As the aggrieved party, Mr. Kulesza presents this Appeal as a necessity to provide justice and finality to the parties high-conflict dissolution proceedings. This is an effort to attain justice is long overdue, to relieve Mr. Kulesza's endured detriment.

II. REPLY TO RESPONDENT'S RESPONSE TO STATEMENT OF THE CASE

Mr. Kulesza relies upon the statement of the case submitted in the Appellant's Opening Brief, but recognizes minor error and adapts the correction of errors existing in the Statement of the Case of the Appellant's Opening Brief, regarding items (vi.) and (vii.) as provided by on the Respondent's Brief. Apart from the amendments to items (vi.) and (vii.), the remainder is contested.

Copious falsifications, misrepresentations, and ad hominem attacks in Ms. Anthony's ⁽¹⁾ Respondents Brief ⁽²⁾, present considerable convolution and difficulty to how the Appellant ⁽³⁾, Mr. Kulesza. can viably address the collection of Ms. Anthony's responsive arguments in this Appellant's Reply Brief (4). Ms. Anthony's continues with unsubstantiated assertions delivered with a conviction makes them sound as though they are proven facts.

Ms. Anthony's intentional disregard in addressing the issues submitted to the Appellate Court's for review in a proper manner, is clearly not acceptable.

¹ *Respondent* is referenced as Ms. Anthony (*Jerrie R. Anthony, f.k.a Jerrie R. Kulesza*).

² *Respondent's Brief* shall be referenced as *RB*.

³ *Appellant* shall be referenced as Mr. Kulesza (*Konrad P. Kulesza*).

⁴ *Appellant's Opening Brief* shall be referenced as *AOB*.

It is asserted, that Ms. Anthony's Statement of the Case in the Respondent's Brief is vastly untrue as presented in section (i) of the Statement of the Case in the Respondent's Brief. Ms. Anthony alleges that "Prior to marriage the parties had been living together since 2003.", and goes on to tender "Ms. Anthony paid a portion of all bills, including the mortgage throughout the entirety of cohabitation.", concluding with "they lived together for 12 years and 6 months.", However, within Section III. *Objection to Argument of the AOB*, Ms. Anthony proclaims the couple "had been sharing a home and financial responsibilities since 2002.", which is inconsistent and does not align with her prior statement presenting 2003. Furthermore, she makes a statement asserting "Ms. Anthony was required to pay specific house bills and at some points over 85% of the bills were paid by Ms. Anthony including vehicle insurance, credit cards, utility bills and the mortgage.", yet no evidence is referenced or provided to support this. The entirety this argument, proffered by Ms. Anthony is untrue.

Ms. Anthony and Mr. Kulesza DID NOT live together since 2003. Moreover, Ms. Anthony did not contribute to any of the bills (i.e., mortgage) when the couple lived together for short duration prior to marriage, during the short-lived marriage (4 years and 6 months), and for the 11 months after separation. This said, it is important to note that the

time Ms. Anthony nurtured and cared for the couples new born and daughter, is not attributed to the statement, for reasons needing no further explanation in the responsive consideration, however, truth and fact is that prior to having children is the considered duration of the time Ms. Anthony was employed and the time they were living together.

Given this subject matter proffered by Ms. Anthony, is moot and it is raised for the first time in attempt to falsely mislead the Courts into believing Ms. Anthony had some larger portion of fiscally invested effort to which she is entitled in. This misrepresentation is like the testimony Ms. Anthony presented during Trial where she asserted,

“Um I am destitute at this point. I don’t have enough money to cover my bills. He doesn’t pay child support and hasn’t and he’s more than \$8,000 in arrears in child support. Um I can’t --- I’m the only person supporting my children. I pay for their daycare, I have lost my car due to him not maintaining his end of the deal on any of this.” (RP 108)

Mr. Kulesza does pay child support and does support his children provided the Parenting Plan is a 50/50 split on parenting time, and her losing her car was due to Mr. Kulesza is untrue (RP 148-149). This is a continued tactic Ms. Anthony uses to “***poison the well***”⁵ and muddle the substance on review and manipulate the outcome of the issues on appeal.

⁵ ***Poisoning the well*** (or attempting to ***poison the well***) is a type of informal fallacy where irrelevant adverse information about a target is preemptively presented to an audience, with the intention of discrediting or ridiculing something that the target person is about to say.

III. REPLY TO RESPONDENT'S RESPONSE ON ASSIGNMENTs OF ERROR

Mr. Kulesza relies upon the original arguments submitted for Assignment of Error and Issues related to the Assignment(s) of Error submitted in the Appellant's Opening Brief. As with the Statement of the Case, the version proffered by Respondent is not by any considerable means helpful to examination of the case and should be stricken.

Ms. Anthony's responses, by fact, fail to correctly identify issues on appeal. The responses do not abide by the *Rules of Appellate Procedure 10.3(c)*⁶ which requires replies entail particular attributes, provisions and guidance for appropriate arguments.

*Rules of Appellate Procedure 10.3(a)(6)*⁷ further requires that arguments be presented with citation to legal authority. The references to the record provided in RB fail to do this and fail to correctly support meeting the burden of proof of arguments in reply because within the same reference there is conflicting testimony including contradictory factual evidence. References and citations are greatly distorted or rephrased, and rudimentarily fail to establish logical argument. They do not properly identify matters on which issues are brought on appeal.

⁶Rules of Appellate Procedure 10.3(c)states in part "limited to a response to the issues in the brief to which the reply brief is directed"

⁷ Rules of Appellate Procedure 10.3(a)(6) states in part "with citations to legal authority and references to relevant parts of the record"

Furthermore, within Ms. Anthony's presented references there is conflicting testimony present. Ms. Anthony's replies attempt to cloud issues as presented in summation and illogically only offer one party's testimony like it is factual matter and are presented as *circulus in probando*⁸.

Ms. Anthony's responses to Assignment of Errors are scattered throughout her RB. Arguments are addressed indirectly with new unsubstantiated and untrue assertions. Therefore retort, will not engage in lengthy response to entertain Ms. Anthony's attempts to redirect or misdirect the attention from the relevant issues.

Nevertheless, an effort is invested to carefully study and follow Ms. Anthony's responses, such that Appellant's replies can suitably attempt addressing her arguments with rational and clarity to further include contradicting factors in responsive argument(s) pertaining to the fundamental issues on appeal.

⁸ **Circular reasoning** (Latin: circulus in probando, "circle in proving"; also known as **circular logic**) is a logical fallacy in which the reasoner begins with what they are trying to end with. The components of a **circular argument** are often logically valid because if the premises are true, the conclusion must be true.

IV. SUMMARIZED REPLY TO RESPONDENT'S RESPONSIVE ARGUMENT

This section provides a summarized response to Ms. Anthony's *RB* responsive arguments. However, appellant articulates that a certain degree of difficulty exists in properly responding to Ms. Anthony's presented arguments which do not abide by the rules. Mr. Kulesza tries to consolidate Ms. Anthony's primary arguments to formulate a reasonable response for the reviewer(s) to understand.

Because of this, Mr. Kulesza asks that the reviewee(s) be mindful of Mr. Kulesza's inexperience and recognize his efforts of diligently traversing the legal arena as a pro se to the best of his abilities.

First off, in response to Ms. Anthony's accusations that Mr. Kulesza makes false statements, provides false evidence, and acts with ill-willed intentions, it seems that now the subject of credibility truly needs to be addressed. Moreover, it is important to do so because it has and continues to permit Ms. Anthony the ability to maliciously manipulate and use the Courts in support of her attacks on Mr. Kulesza.

Ms. Anthony's numerous and varied allegations have been unsubstantiated by evidence of any kind which would or could meet the burden of proof. Her numerous declarations have consistently been

inclusive of misrepresentations and fabrications. Ms. Anthony has knowingly committed fraud in her testimony under oath as well as the declarations.

Mr. Kulesza compels the Appellate Courts to review this issue and the severe need to recognize Ms. Anthony's credibility because this has played a prominent part in the entirety of the parties' dissolution and is harassing and detrimental to the quality of Mr. Kulesza's life. This type of behavior should not be allowed, nor should it be rewarded.

It is an abuse of judicial resources and it should be addressed by the Appellate Court as impermissible and punishable under *RCW 74.09.230(2)*⁹.

Abusive ad hominem arguments, aside from being fallacious, are counterproductive as a proper dialogue is hard to achieve after such an attack. In response to Ms. Anthony's belief, that Mr. Kulesza's reasoning in dispute against the amount awarded in judgment is inappropriate and completely irrelevant, Mr. Kulesza's strongly disagrees.

⁹ *RCW 74.09.230(2) which in part states "at any time knowingly makes or causes to be made any false statement or representation of a material fact for use in determining rights to such payment, or knowingly falsifies, conceals, or covers up by any trick, scheme, or device a material fact in connection with such application or payment."*

The judgment on February 13, 2017 lacks clarity or foundation and consequently begging the question of whether or not due diligence was sufficiently applied to necessitated review with regard to financial standpoints as the AOB and now through consolidation and rudimentary re-presentation of the information. The following argument provide factual basis, as contained within the record and thoroughly explained and detailed in the AOB are simplified from the previous presented material and restated for baseline clarity.

The Trial Court declined to look behind the date of the Decree, and this is unacceptable because one cannot simply judge on effect without review of the cause. It is essential that the Appellate Court understand the cause for why Mr. Kulesza had to make the withdrawals and Ms. Anthony's misrepresentations poisoned the well for a fair and just review.

To clearly present the financial hardships origin, on April 23, 2015 the court mandated that Mr. Kulesza pay for the home's mortgage and associated bills, \$500.00 in spousal support, and \$1200.00 in child support to Ms. Anthony. (CP 96-97). The orders rendered were beyond the Mr. Kulesza's economic means and merely based on Ms. Anthony's testimony without supportive evidence. Beginning with the rudimentary

logic of assessing what is available starts with review of Mr. Kulesza's fixed dollar amounts of income and expenses.

\$5,750.81	Declarant's Total Monthly Net Income (CP 58)
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Even though, this value is slightly incorrect because the Mr. Kulesza had mandatory deductions, such as a large thrift savings loan repayment (\$610 per month) and some other incidentals.

True representation of monies actual net pay per pay period is \$2289 were presented in Mr. Kulesza's Declaration (CP 68) and the monthly income as:

\$4,578.00	Mr. Kulesza's monthly net pay supported with an AREVA Pay Statement (CP 603)
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The expenses and debts were clearly listed in Mr. Kulesza's Financial Declaration March 03, 2015. (CP58-63)

\$4,284.84	Declarant's Total Monthly Expenses (CP 59)
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Using basic accounting by taking Mr. Kulesza's monthly income and review of expenses show the available monies were very limited.

\$293.16	Dollar Amount Available = (\$4,578.00 <i>Income</i> – \$4,284.84 <i>Expenses</i>)
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The ordered expense of \$1700.00 was far more than Mr. Kulesza's available monies.

\$1,406.84	Dollar amount <i>over</i> Mr. Kulesza's earned take home pay as ordered by judgment order April 23, 2015 which was backdated to April 1, 2015 (CP 96-97)
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The Trial Court erred on fact alone, but also on principal to Economic State & Financial Capability of Mr. Kulesza at the time because it was illogical, and it proved itself to be wrong. This imposed expense was being incurred as debt from April 1st 2015 to August, 2015 (*approximately* 5 months) when the mediation took place.

\$7,034.20	Total amount of obligated debt incurred by the order as of mediation.
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This amount of new debt does not account for additional expenses regarding Mr. Kulesza being ordered to move out and needing housing and utilities which were real and were well over \$1000.00 a month. Moreover, this value also doesn't account for attorney and other associated legal expenses as Mr. Kulesza was trying to defend himself against Ms. Anthony's false accusations and making every effort to not allow for the relationship between him and his children to be severed.

Debts were rising at a rate that cannot be justified and are represented in Mr. Kulesza's Financial Declarations on March 3, 2015 and on October 8, 2015.

\$825.33	Declarant's Total Monthly Debt Expenses (CP 58) 03/03/2015
\$1,970.45	Declarant's Total Monthly Debt Expenses (CP 128) 10/08/2015

The order was merely based off Ms. Anthony's domestic violence accusation. A false accusation with no supportive evidence. Likewise, this was detrimental to Mr. Kulesza's profession as a Nuclear Criticality Safety Engineer. Prior to this issue there existed no record with any kind of history of this type of behavior to assume any validity in Ms. Anthony's accusations.

This impractical and unsustainable debt being incurred by Mr. Kulesza as required by the April 23, 2015 order was a premise to the CR-2A agreement. Mr. Kulesza's initial Declaration presented to the Trial Court (prior to the order) and additional Declarations requesting relief, were not provided or acknowledged by the Trial Court.

There was a severe need to remedy this financial problem and motive to reach an agreement during mediation.

However, this is not the sole reason for why Mr. Kulesza reached an agreement during mediation and subsequently entered into the CR-2A agreement (contract). Ms. Anthony's assertion that Mr. Kulesza was not under duress in negotiations during mediation is simply untrue. The FACT that Ms. Anthony parentally kidnapped the couple's children and impeded on Mr. Kulesza's parental relationship with their two children was the root

of Mr. Kulesza's distress. This in FACT unduly influenced Mr. Kulesza's conduct and motives for contracting.

Ms. Anthony's 1st Declaration submitted to the courts delivers motive and proffered intent of her exercised conduct.

"I have no intention of ever living in the Tri-Cities again." (CP 76) and "I do not wish return to the family home or the Tri-Cities at this time. I have family in Colorado and intend on relocating to Colorado as soon as I am able to." (CP 78)

To assert the truth as a co-premise¹⁰, Mr. Kulesza directs attention to the specific verbiage in the CR-2A which is consistent in the different versions of the CR-2A which states in part,

"In exchange, wife agrees that she will not file a notice of intended relocation away from the Tri-cities area for a period of at least (3) three years from the date the final decree of dissolution is entered". (CP 154, 218, 227)

The premise and co-remise established reasons for Mr. Kulesza's intent to contract and are on principal, fundamental to the premise of the contract.

The premise to remedy the rising debt, and important factor of the agreement reached during mediation was that the CR-2A would be swiftly executed, but this did not occur. Also the CR-2A failed to adequately reflect the intentions of the parties by incorporating "the need for timely completion" i.e., indicating that one or more parties to the agreement must

¹⁰ A co-premise is a premise in reasoning and informal logic which is not the main supporting reason for a contention or a lemma, but is logically necessary to ensure the validity of an argument.

perform by the time to which the parties have agreed if a delay will cause material harm.

In response to Ms. Anthony's denial of having any part in drafting the CR-2A, as she stated in her RB and stated during Trial (RP 109-112), is untrue. The CR-2A was only handled by Ms. Anthony's attorney, **Jennifer LaCoste**, see CR-2A (CP 153-154). Also, in review of details as well as the additional items between the CR-2A tables in the initial submissions of the CR-2A (CP 210-218, 291-300) to the CR-2A sent from Ms. Anthony's attorney November 4, 2015 (CP 226-236) with the decree, there are items which are considerably inappropriate (i.e. a doggy door, or property not owned by either party). As Mr. Kulesza argued during Trial, the CR-2A was not properly updated, and the only updating that occurred was that by Ms. Anthony only. Begging the Question of Ms. Anthony's interest to execute the agreement in a timely way, one should consider the situation and her not having to work and not being responsible for living expenses, and whether these factors wouldn't be motive for delay. Mr. Kulesza proffers these are the true contributing factors to the delay, and as such she benefited from the unjust enrichment.

Now, with regard to, the CR-2A that Ms. Anthony asserts as being final with respect to all the assets and debts, and further assertions that she

was unaware of any other debts is hard to believe. The CR-2A as written is ambiguous as *res ipsa loquitur*¹¹, because the facts make it self-evident that negligence or other responsibility lies with a party, it is not necessary to provide extraneous details, since any reasonable person would immediately find the facts of the case.

Ms. Anthony argues that she wasn't aware of the debts, as well her understanding of what the terms of the agreement were. This doesn't make sense since there was much discussion as to the financial hardship progressing during the dissolution from the beginning. The pre-decree financial declarations submitted by Mr. Kulesza lay the foundation for the mediated agreement (Respondents Financial Declaration (CP 58-63) March 12, 2015; Declaration of Konrad Kulesza, CP 64-70). These declarations are an essential basis as fact for the terms regarding debt, they present the economic hardship, and lay way the need for establishing resolution. It is rational and logical to conclude that the agreement established during mediation was a QDRO to remedy the burden of growing debt which is undeniably supported in Mr. Kulesza's declarations after the date of the mediation.

¹¹ In the common law of torts, *res ipsa loquitur* (Latin for "the thing speaks for itself") is a doctrine that infers negligence from the very nature of an accident or injury in the absence of direct evidence on how any defendant behaved.

Ms. Anthony was very well aware from the beginning (DOS) as numerous court proceedings involving declarations, financial declarations, and testimony. Also, if one can truly believe her then it is due to her lack of interest to find out provided the access to all the finances was required to be available.

Considering Mr. Kulesza's assertion that the CR-2A *prima facie*¹² is ambiguous and in view of *circum contra proferentem*¹³ because the terms, intentions and characteristics pertaining to the agreement of the CR-2A between the parties is by principals a subject for the Appellate Court to review. Logic would indicate that due to the identified substantial inadequacies along with the significant inconsistencies within the CR-2A, that this issue on merit deserves due diligent review.

Further on attribution to delay and in response to Ms. Anthony's claim in her RB, and asserted during trial (RP 102-116), that only delay was because Mr. Kulesza's didn't pay until sometime in May. Mr. Kulesza paid February 26, 2016 and begging the question by logical

¹² **Prima facie** may be used as an adjective meaning "sufficient to establish a fact or raise a presumption unless disproved or rebutted." An example of this would be to use the term "**prima facie** evidence." ... A **prima facie** case is the establishment of a legally required rebuttable presumption.

¹³ The **contra proferentem** rule is a legal doctrine in contract law which states that any clause considered to be ambiguous should be interpreted against the interests of the party that created, introduced, or requested that a clause be included

reasoning, if this were true then why would Dru Horenstein enter a DRO (CP 237-241) with the Trial Court in April of 2016?

Mr. Kulesza did not DEMAND \$300.00, he by way of a text message informed her of the shared responsibility and amount. The first version of the QDRO closest to the true agreement of contract terms and intentions the Draft version states in part,

The QDRO shall be done by Dru Horenstein at the expense to be shared between the-parties. (CP 154).

These misdirection's and exaggerations are how Ms. Anthony has successfully manipulated the Trial Court.

Moving forward to clearly present the facts regarding the award on appeal; as simply as possible, the following provides an overview summary of the errors driving this appeal to judgment and award. This conclusion presents the result of all the arguments on wrongdoings by the following to question the merit of award. Beginning with the initial community debt as a bases.

\$71,448.66	<i>INITIAL COMMUNITY DEBT AS OF THE DATE OF SEPARATION (DOS) 02/13/2015</i>
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The community debt was to be paid Ms. Anthony via a QDRO to economically utilize the investment by transfer via QDRO to avoid early withdrawal penalties utilizing Mr. Kulesza Vanguard retirement account

and the remainder was to be Ms. Anthony's portion to start anew. The intentions and purpose of the QDRO as part of the CR-2A has been severely miscalculated and mistakes necessitating correction. The Vanguard retirement account was to pay down community debt and Ms. Anthony received a portion where most would consider enough for the intended purposes.

\$18,436.43	<i>DOLLAR AMOUNT MS. ANTHONY RECEIVED 08/16/2018 FROM MR. KULESZA VANGUARD RETIREMENT ACCOUNT.</i>
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Also, the order on appeal clearly represents an unjust and improper revision of the original agreement to which disproportionate inequality results. The inequality resulting is clearly presented in the following distribution(s):

<i>AMOUNT</i>	<i>DESCRIPTION OF DEBT</i>
\$45,120.00	<i>AWARDED TO MS. ANTHONY</i>
\$13,405.00	<i>ATTORNEY FEES AWARDED TO MS. ANTHONY</i>
\$1,000.00	<i>ACCOUNTANT FEES ADDITIONALLY AWARDED TO MS. ANTHONY</i>

The dollar amount awarded to Ms. Anthony is \$59,525.00. So, to ultimately clarify the totality awarded to Ms. Anthony inclusive of what Ms. Anthony already received is,

\$77,961.43	<i>GAIN FOR MS. ANTHONY=\$59,525.00 + \$18,436.43</i>
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Now, in review of Mr. Kulesza's

<i>AMOUNT</i>	<i>DESCRIPTION OF DEBT</i>
\$4,450.00	<i>US BANK 3905</i>

\$1,230.00	Citi 9259
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The redistribution of unpaid community debt reassigned to Mr. Kulesza is Ms. Anthony is \$5,680.00.

<i>AMOUNT</i>	<i>DESCRIPTION OF DEBT</i>
\$65,768.66	<i>COMMUNITY DEBT PAID DOWN BY MR. KULESZA</i>
\$5,680.00	<i>COMMUNITY DEBT OUTSTANDING</i>

The totality of burden assigned to Mr. Kulesza as a result of the Trial Courts award to Ms. Anthony is -\$130,973.66. So, to ultimately clarify the disproportionate dollar amounts in the dissolution:

<i>LOSSES FOR MR. KULESZA</i>	<i>GAIN FOR MS. ANTHONY</i>
-\$130,973.66	\$77,961.43

This is clearly disproportionate amount but furthermore if considered as the dollar amount difference by totality, then

\$208,935.09	<i>THE DIFFERENCE = (-\$130,973.66) + 77,961.43</i>
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This is absurdly, far more than the Vanguard account ever had, and again by Fact alone is unjust and wrong. Especially if the initial intent and terms of the contract which were included in the original most true version of the CR-2A draft states in part,

*3. Wife shall be **awarded 100% of Husband's 401 (k) Retirement Plan at DOS less loan repayment**, with the agreement that she will be responsible for **payment of all the taxes on the distribution and the community debt** that is to be paid from a portion of the 401 k proceeds. (CP 154)*

Another consideration Begging the Question on update, is that if an update did in fact occur then why is the verbiage of the needed act still in the document?

WITH LOAN	WITHOUT LOAN	TWO LOGICAL DATES FOR ASSESSING DOLLAR AMOUNT OF COMMUNITY DEBT
\$89,512.66	\$58,943.67	Vanguard Account Value <u>Date of Separation</u>
~ \$128,000.00	\$97,431.01	Vanguard Account Value <u>Date of Mediation</u>
\$30,568.99	<ul style="list-style-type: none"> • <i>Vanguard Loan on Date of Separation for community debt valued to subtract from Vanguard account (02/13/2015)</i> • <i><u>Note:</u> the contributions made by Mr. Kulesza and the Vanguard account balance predating marriage are not deducted from the listed amounts.</i> 	

Final **FACT** is, these amounts do not account for the significant losses and expenses incurred by Mr. Kulesza as a result of Ms. Anthony's dishonesty and abuse of judicial resources for personal gain.

V. CONCLUSION

Mr. Kulesza respectfully submits that the totality of the evidence does not support the trial court's conclusion. The totality of the evidence in this case makes clear that the agreement established during mediation was very different from the reality Ms. Anthony is stating as to the values of total community debt, and intent of the agreement reached during mediation. All the evidence as fact, irrefutably support the arguments on appeal with a clear contradiction to the aspects of the basis and foundation in reasoning provided in support of the Judgment.

Mr. Kulesza had no choice but to invade the Vanguard account to provide for the necessities of Life¹⁴ (CP 28). Ms. Anthony has clearly frustrated¹⁵ the entirety of this case.

The Appellant respectfully requests, the Appellate Court rectify the issues on appeal with a judiciously sensible resolution to effectively rectify the oversights and error's by considering the following proposed course of action:

1. Reverse the decision of the trial court in its entirety, with prejudice on the matter supported arguments proffered on issues presented in error of this appeal.
2. Hold Respondent liable for the Appellant's incurred expenses and costs (*attributable regarding this case i.e., attorney, accountants, and other third-party fees*) to remedy economic detriment inflicted on Mr. Kulesza to relieve the instability that he was improperly subjected to.
3. To hold the Appellant harmless of further claims on behalf of Respondent regarding the issues presented in error on this appeal.

¹⁴ (a) Both parties are restrained from transferring, removing, encumbering, concealing, damaging or in any way disposing of any property **except in the usual course of business or for the necessities of life** or as agreed in writing by the parties. Each party shall notify the other of any extraordinary expenditure made after this order is issued.

¹⁵ Frustration of purpose occurs when an unforeseen event undermines a party's principal purpose for entering into a contract such that the performance of the contract is radically different from performance of the contract that was originally contemplated by both parties, and both parties knew of the principal purpose at the time the contract was made.

In addition, Appellant requests with utmost respect requests the Appellate Court with ability within boundaries of its discretion, consideration be exercised in assessing some form of restitution to Appellant, or as an adequate reimbursement for attributing facets of expenses, unjustly incurred.

Mr. Kulesza compels the Appellate Court, that if during review, the Appellate Court needs clarification on any confusing matters or clarity on scope of remand, Appellate Court may need to swiftly attain adequate determination for applying the proper resolve needed, that it be requested of Mr. Kulesza.

Lastly, Mr. Kulesza dutifully thanks you for your effort and time.

Respectfully submitted,

A handwritten signature in black ink, reading "Konrad P. Kulesza". The signature is written in a cursive style with a long horizontal flourish extending to the right.

March 12, 2020

Konrad P. Kulesza
109 Ogden St.
Richland, WA 99352
konrad.p.kulesza@gmail.com
503-869-1812

MAR 16 2020

COURT OF APPEALS
DIVISION III
STATE OF WASHINGTON
By _____

VI. CERTIFICATE OF SERVICE

**SUPERIOR COURT OF WASHINGTON
COUNTY OF BENTON**

Jerrie R. Anthony (f.k.a. Kulesza),

v.

Konrad P. Kulesza,

Plaintiff,

Defendant.

CASE №: 358887

BENTON COUNTY SUPERIOR COURT №:
153001516

**DECLARATION OF SERVICE
(AFSR)**

I, Konrad Patrick Kulesza, hereby declare as follows:

1. I am over the age of 18 years and not a party to this action. My residence address is:
109 Ogden St. Richland, WA 99352
2. On 03/12/2020, I mailed The Court of Appeals of the State of Washington Division III and served Jerrie Anthony with the following document:
 - Amended Appellant’s Reply Brief
 - Motion to Supplement Record Under RAP 9.11

Address(es) of service:

Jerrie Anthony
2555 Duportail St. Apt. H157
Richland, WA 99352-4903

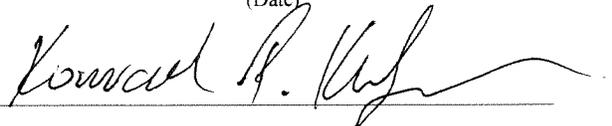
The Court of Appeals of the State of Washington Division III
500 N Cedar St
Spokane, WA 99201-1905

4. Service was made as indicated below:

 By mailing to the persons named at the address(es) of service.

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

Signed at Richland, Washington on 03.12.2020
(Place) (Date)


Signature

Konrad Patrick Kulesza
Type or Print Name

**APPENDIX A. LISTING PROVIDED OF RELEVANT REFERENCES TO VERBATIM
REPORT PROCEEDINGS**

Appellant is urging the Appellate Court to accept and consider this unorthodox method of addressing Ms. Anthony's Reply Brief using the Appendix. Ms. Anthony's Reply Brief contained 84 sentences of which only 9 were irrelevant to the purpose and intent of this Appendix. The other 75 sentences were truly unacceptable and really rooted due to the following statement she asserted,

The facts are that from the date that Ms. Anthony filed for dissolution in February 2015 until current, Mr. Kulesza has lied, stole, cheated, maligned, harassed and drained Ms. Anthony of all financial assets, stability and safety.

Appellant has provided this Appendix as a tool to help the review and has made every effort to provide the Court of Appeals the ability to strike this from the Amended Appeal Reply Brief of the Appellant. Mr. Kulesza presents this material to be utilized by the triers of the Court of Appeals to be used at their discretion.

There exists an overwhelming amount of substantive and material evidence that should be reviewed and these are referenced by this Appendix in support of Mr. Kulesza's arguments which were brought up and formed thus far in Mr. Kulesza's efforts to defend himself which have thus far not been successful in presentations because they were made on numerous individual matter. However, as a whole do in fact illustrate the arguments Mr. Kulesza made and is again providing on appeal, to stop Ms. Anthony's malicious attacks towards Mr. Kulesza. However, since it is not practical to include and present all this by using traditional narrative means to detail and address the *what? the why? and how?*

Mr. Kulesza provides a tabled listing to help the reviewer(s) in recognizing the relevant and factual substance provides a difficult dispute to prove otherwise when all the occurrences by another trier were to be reasonably considered, that there is a facet of Ms. Anthony's credibility and lack thereof that has not been properly brought before the courts. This unfortunately being proffered, the reference to consider on review in support of Mr. Kulesza's arguments will by this deviation provide the most efficient and swift means in an effort to help to clearly and whilst simultaneously address the multitude of facets intermingled in the issues on appeal. It is also expressed that the intent is truly to minimize, simplify, and streamline the reviewer's efforts while adhering to restrictions on response length by staying within the page limits.

Mr. Kulesza with the guidance available to format an Appendix is following as best as possible for good reasons and best intentions to ease and assist the reviewer(s). Appellant includes these appendices to this amended *ARB* with the objective of consolidating and properly grouping the numerous itemized references off the record that should be considered in depth.

In following guidance under *RAP 10.3 Part (8)* where it is stated,

“An appendix to the brief if deemed appropriate by the party submitting the brief. An appendix may not include materials not contained in the record on review without permission from the appellate court, except as provided in rule 10.4(c) Appendix” and RAP 10.4(c) states “Text of Statute, Rule, Jury Instruction, or the Like. If a party presents an issue which requires study of a statute, rule, regulation, jury instruction, finding of fact, exhibit, or the like, the party should type the material portions of the text out verbatim or include them by copy in the text or in an appendix to the brief.”

If the Appendices format is considered a deviation which is impermissible then Appellant kindly requests the Appeal Court strike it or at its own discretion provide an opportunity along with proper guidance in reformatting the content accordingly to adequately

supply substantive evidence in support of the appellants arguments in reply to Ms. Anthony's responses.

Respectfully submitted,

March 12, 2020

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- This listing provides a consolidated single point for reference of verbatim Report Proceedings referenced in support of the arguments proffered by Mr. Kulesza in this Brief.
- The information below identifies the source document from which a listing is made. Note that the information where it be extracted is relevant to Mr. Kulesza's view. This listing is just that, a listing, some portions have added information by Mr. Kulesza, some do not, and the intent is to simply provide a list of portions within the record that Mr. Kulesza feels deserve to be reviewed diligently with attention to detail.

December 13, 2018 - 1:21 PM

Transmittal Information

Filed with Court: Court of Appeals Division III
Appellate Court Case Number: 35888-7
Appellate Court Case Title: In re the Marriage of: Jerrie R. Kulesza and Konrad P. Kulesza
Superior Court Case Number: 15-3-00151-6

The following documents have been uploaded:

- 358887_Report_of_Proceedings - Volume 1_20181213131937D3722818_6496.pdf
This File Contains:
Report of Proceedings - Volume 1, Pages 1 to 225, Hearing Date(s):
09/14/2017;10/18/2017;01/23/2018;02/13/2018 *Report of Proceedings is Under 500 pages
No Hard Copy will be Filed*

The Original File Name was Kulesza.pdf

A copy of the uploaded files will be sent to:

- Konrad.p.kulesza@gmail.com
- beeanthony11@gmail.com

Comments:

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LISTED ITEM # <i>Reference</i>	REFERENCE TO THE RECORD PAGE(s)	REFERENCE IDENTIFICATION OR DESCRIPTION TO ESTABLISH RELEVANCE	EXTRACTED VERBIAGE IMPORTANT IN AND FOR REFERENCE
A - 1	RP 12		<p>MR. KULESZA: Well, I believe the Judge should look at those and consider how to allocate them whether they be assigned to me or assigned to Jerrie, but just understand, Your Honor, that I really tried everything and with those kind of expenses and maintaining the credit cards for thirteen months longer than I had expected, it wasn't easy. I mean I just couldn't do it. None of my jobs, you know, when I was a nuclear engineer or when I was a radiation health physicist, none of them paid that kind of money.</p> <p>MR. SHEA: Okay, but today you're unemployed, correct?</p> <p>MR. KULESZA: That is correct.</p> <p>MR. SHEA: Alright, so uh the Judge is --- will likely make a decision about how those will be allocated. So, I need you to be clear. Do you want the Judge to give those to you and if so, how are you going to pay them or to Jerrie?</p> <p>MR. KULESZA: Well, deduct them from the amount Jerrie feels I owe her. I don't feel I do. Um but if Your Honor would like to I believe assigning them to her since she got money. She did get money off the QDRO um that's --- that debt should be paid. I mean there's something that has been mentioned over and over and that's interest. While those credit cards existed, and those debts on those credit cards existed, they accrued interest. And that, with the number of credit cards and the amount of debt, comes down fairly high. I mean I just couldn't sustain doing that anymore and so as I pulled money out and I still didn't pull all at one time. I pulled when I finally started hitting rock bottom, getting to the point where I couldn't pay our mortgage, then I pulled it and I paid off as much as I could and I tried justifying it with every pull and it got to the point where I no longer believed that Jerrie was going to pay. We were no longer in communication. We have a very um bad uh relationship and there's no talking to her about this and I got to the point where she led me to believe that she wasn't going to pay it because she felt as though I stole a hundred thousand from her. By no means, I was trying to work with her the entire time in everything, finances and co-parenting.</p> <p>MR. SHEA: Okay, um that's all I have, Your Honor, at the moment.</p> <p>THE COURT: Alright, Mr. Lamusga?</p> <p>CROSS EXAMINATION OF KONRAD KULESZA:</p> <p>MR. LAMUSGA: Thank you, Your Honor, um in the Decree --- in the Decree you were awarded the house and the associated line of credit, is that correct? MR. KULESZA: I was awarded the house and the line of credit opened at the refinance.</p> <p>MR. LAMUSGA: Okay and you contend that there was another line of credit during this time that was community, correct?</p>

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			<p>MR. KULESZA: That is correct.</p> <p>MR. LAMUSGA: Okay and uh you were um also contending today that the phone bill and the car insurance bills that you paid were on half of Ms. Anthony and to her benefit, is that correct?</p> <p>MR. KULESZA: That is correct.</p> <p>MR. LAMUSGA: Okay and you also contend um well, I should say so you contend those things yet those are not in the Decree, is that correct?</p> <p>MR. KULESZA: They're not exactly in the Decree, but as Ms. Anthony mentioned earlier, I was required by the Court to sustain her lifestyle while at the same time finding my own.</p> <p>MR. LAMUSGA: Was the line of credit in the Decree, listed in the Decree, that you contend is community?</p> <p>MR. KULESZA: No, not in the quickly put together one.</p> <p>MR. LAMUSGA: And was the reimbursement for the phone bills in the Decree?</p> <p>MR. KULESZA: No, it was not.</p> <p>MR. LAMUSGA: Okay and the car insurance was not?</p> <p>MR. KULESZA: No, it was not.</p> <p>MR. LAMUSGA: Uh and you contend that you are owed reimbursement for those things today?</p> <p>MR. KULESZA: Yes, I do.</p> <p>MR. LAMUSGA: Why did you sign the Decree?</p> <p>MR. KULESZA: I signed the Decree because that was the only thing holding us up from getting a parenting plan put together and while Ms. Jerrie had made accusation of DV and I followed and stepped through every requirement that I needed to, I was not seeing my children the way I feel I should. I'm a father that loves them and I went ahead and I accepted --- plead down on a DV because they were holding it over my head while they were coming up with the parenting plan and there was a Decree of Dissolution that was uh --- Jerrie and I were exchanging from August all the way up to February, even days before the signing of the document where she ends up just changing a few things like a doggy door and like both dogs, Wi-Fi, bunkbeds, you know, the gist of the --- the body of the CR2A does not get into some of that stuff. The bigger stuff was what I was after, but she held it up and you know, I finally was begging, begging, begging, because we were getting a parenting plan together and she was trying to move to Colorado with my children, just flat leave me and ---</p>
A - 2	RP 13	Introduction of 1 st Equity by Mr. Shea	<p>You'll hear that the testimony is that there was a line of credit uh that was incurred during the marriage to the tune of some seventeen plus thousand dollars. Um that line of credit existed at the date the parties separated. Uh that line of credit, the testimony will show, was uh paid off in the March timeframe from monies taken from this 401k</p>

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A - 3	RP 13	Clear indication that both parties' accountants did not fully account	<i>But, um what we didn't do is we didn't connect that there were two lines of credit with my expert and so you'll hear that testimony. So, we did not include that \$17,000 that was paid from the 401k. Our position is that that --- that community debt that was paid from that 401k should be --- should be credited. Uh it was a community debt and the monies were taken out to pay it and that's what happened. And Mr. Neiffer or Nifter did not include that number.</i>
A - 4	RP 14	First mention and recognition of CR-2A discrepancies presented by Mr. Shea	<i>I believe that there are issues in the Decree that --- that conflict.</i>
A - 5	RP 15	Identification of omission in Mr. Neiffer's Accounting Report	<i>there are two debts that remain owing uh that uh that are community debts and I don't think there's any dispute about that. And the analysis provided by Mr. Neiffer does not include the Court's consideration that someone is gonna have to take that debt. And so my --- my expert did and we'll explain that. He'll explain that to you and why we did because these debts were shown in the Decree and uh they have not been paid in full.</i>
A - 6	RP 15	Initial orders disproportionate to economic ability	<i>starting in February and thereafter when this action commenced, he was required to sustain his household and Ms. Anthony's household to the tune of some seven to ten thousand dollars per month. My client's gonna testify that he was making probably six thousand bucks at the time.</i>
A - 7	RP 15	Recognition of Mediated CR-2A and duration of time when CR-@A was signed and filed with the decree.	<i>Um the parties went to mediation, the testimony will show in August. That CR2A that's attached to the Decree was not signed on that date. Uh the evidence will show and the document itself on its face, will show you that it was later signed in February.</i>
A - 8	RP 21	Introduction of hardship in Economic capabilities	<i>testimony of my client who basically is going to testify that he was alerting as early as March when he was pulling money out of the 401k, March of 2015, not 16, but 15, that she was aware as we moved through 2015 that Mr. Kulesza was struggling. Okay, he could not pay all of these household bills and payments and she was in the --- his house, well, his separate property house. The kids were there. He will tell you in his testimony uh I, you know, I was trying to sustain both households, doing everything</i>
A - 9	RP 22	Mr. Neiffer discussed tax brackets	<i>And then I then did an income tax analysis on that assuming that Ms. Anthony had received all of that cause under a QDRO normally those funds would be transferred over to her for her benefit and then taken out and be taxed at her tax rate, not at Mr. Kulesza's tax rate. So, I went through that analysis.</i>

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A - 10	RP 23	Mr. Neiffer's account approach and methodology	<p><i>let's say the credit card balance was two thousand dollars and Mr. Anthony had paid a thousand dollars, I granted a thousand dollar credit or excuse me, Mr. Kulesza, I'll get these names wrong at multiple times probably. But, Mr. Kulesza paid a thousand dollars, I granted a thousand dollar credit to his account for that.</i></p> <p><i>Now, if he paid five thousand dollars and the actual balance at date of separation was two thousand dollars, I only granted the two thousand dollar credit for the amount that was owed as of the date of separation.</i></p> <p><i>And then on the report at the bottom of that page, summarizes those total payments that were paid by Mr. Kulesza on behalf of Mr. Anthony and then arrived at the bottom-line amount that was due from Mr. Kulesza to Ms. Anthony.</i></p>
A - 11	RP 25	Declaration of Standard Accounting practice which isn't reflected in the report because it doesn't maintain consistency on dated value used, omissions left out and omissions and inconsistencies of the previously explained methodology in the values within his Version 2 accounting report.	<p><i>MR. NEIFFER: No, they're very standard. I mean it's simply reviewing the data and then summarizing the data and arriving at a conclusion.</i></p>
A - 12	RP 28	Conflicting intentions of discussing attributable tax values Ms. Anthony would have paid in two different methods, while logically in relating to the verbiage throughout the CR-2A it was indicative a large amount would have been required.	<p><i>Now, if --- if we had had time to do some planning as a CPA, my advice to Ms. Anthony would have been to spread this distribution or whatever was required to be distributed in 2016, that would be fine, but the remainder I would --- usually as a CPA I would advise her to take that in 2018 cause likely she'd be in a fifteen percent tax bracket, not a twenty-five percent tax bracket. But, on the report, everything was done assuming everything was distributed in 2016.</i></p> <p><i>MR. LAMUSGA: Okay, so the assumption here is that she would have taken everything out at once, not that she would have tax planned or perhaps left something in the account or done something different with the money.</i></p> <p><i>MR. NEIFFER: Correct. Correct. The assumption was all tax in 2016 which would have been the maximum taxes owed.</i></p>
A - 13	RP 35	Mr. Neiffer provides a listing of inclusions, exclusions, and other omitted and inconsistent with standard accounting practice.	<p><i>MR. NEIFFER: And I did that for each one of the credit cards that was awarded to Ms. Anthony as part of the community.</i></p> <p><i>MR. LAMUSGA: Perfect. Now, there were two credit cards that were left off of here uh if I recall. Why were those not listed?</i></p> <p><i>MR. NEIFFER: I could not determine --- well, on one of them I think it was if my memory is right it was a</i></p>

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			<p><i>Kohls of approximately \$174.00. I couldn't determine whether Mr. Kulesza had paid it or Ms. Anthony paid it. There was some confusion there so I just left it off. Now, the other one I think maybe you're referring to the Capital One where it was listed at \$4,118.26, but all of those balances were incurred after the separation date of February 13th, so I said that that amount should be zero cause there was nothing owed on the credit card statement</i></p>
A - 14	RP 39 - 43	Mr. Neiffer presents misunderstanding, without a documented assumption to support the inconsistent accounting.	<p><i>MR. NEIFFER: Well, again on the original documents provided to me that I did the August 17th report, those were not available. I did not have them. On the report yesterday, again, based on looking at my understanding and I only got this information approximately a day ago, um it just didn't seem like that that was a community debt of the estate that was awarded specifically to Ms. Anthony and that would be part of the report.</i></p> <p><i>MR. SHEA: Alright and so uh if I'm listening to that answer would I be correct in taking away from that that you did not see those called out specifically in the Decree or the attachment?</i></p> <p><i>MR. NEIFFER: That, again, based on my memory and the fact I didn't have a chance to go back and do a thorough review, yes.</i></p>
A - 15	RP 62	Discussion with Neiffer on CR-2A discrepancies and detail raising issue on why some are ok for omission and some aren't applicable because of errors	
A - 16	RP 43 - 58	An extended discussion on details pertaining to equity characterizing on the misunderstandings with whom the debts would be assigned provided there exist bread crumbs that bring to question how can so much inconsistency be determined as negotiated terms and no value given to the large amount of errors and the actual basis in arguments during those arguments presented in trial and those ones again argued on appeal with regard to what the basis would likely exist and the intended purpose of the agreed terms on property and debt distribution.	<p><i>MR. SHEA: So, um and then lastly you and he have a difference of opinion as it relates to the 401k contributions uh whether they would be included or not, correct?</i></p> <p><i>MR. NEIFFER: Correct.</i></p>
A - 17	RP 63	Mr. Edbergs understanding of CR-2A errors	<p><i>MR. EDBERG: I included it because what --- what was described to me was there were delays in this QDRO being executed by Ms. Anthony and then Mr. Kulesza had to take these distributions and because he took these distributions, he incurred that penalty</i></p>

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A - 18	RP 69	Mr. Edberg discusses inclusion of principal payments made on Vanguard Loan which were omitted in Mr. Neiffer's report	<p><i>MR. EDBERG: What that means, there was a 401k loan that was paid off after separation. Between the --- between separation and payoff, Mr. Kulesza was still making monthly payments on this 401k loan. This amount is the principal payments that were paid during that time.</i></p> <p><i>MR. SHEA: When you say this amount, can you identify that amount?</i></p> <p><i>MR. EDBERG: Oh yes, the amount is \$4,236.22.</i></p> <p><i>MR. SHEA: And so again, those are payments by Mr. Kulesza on a 401k loan that existed at that separation?</i></p> <p><i>MR. EDBERG: That is correct.</i></p>
A - 19	RP 75 - 82	Ms. Anthony further uses the DV accusations to play on the court's sympathy as a victim	<p><i>Due to the extensive size of the content, the reader is directed to the Verbatim Reports of Proceedings to review the relevance and applicability of the content being called out.</i></p>
A - 20	RP 83 - 84	Discussion with Edberg on equity loan misunderstanding and opinion on allocation after clarity on the 2 equity lines listed inadequately within the CR-2A	<p><i>Due to the extensive size of the content, the reader is directed to the Verbatim Reports of Proceedings to review the relevance and applicability of the content being called out.</i></p>
A - 21	RP 93	Discussion with Edberg on lack of pertinent detail related to standard CR-2A required language on execution and further opinion on incurred expenses and opinion of allotment	<p><i>Due to the extensive size of the content, the reader is directed to the Verbatim Reports of Proceedings to review the relevance and applicability of the content being called out.</i></p>
A - 22	RP 93 - 96	Ms. Anthony's recognition and acknowledgement of Vanguard values contradicting	<p><i>MS. ANTHONY: Um the --- yes, it has balance as of 8/5/11 and then after that the values are correct and then on the original document um that was negotiated prior to it being updated it says current value \$129,000 before loan balance of roughly \$30,000 and that is not on the final document.</i></p>
A - 23	RP 98	Discussion with Ms. Anthony on her understanding what date the Vanguard account was Valued in negotiations during mediation is contrary to the argued value now and clear lack of acknowledgment self-expressed understandings contradicting each other.	<p><i>MR. LAMUSGA: Um let me just put it this way. Did you believe that you would be awarded the entirety of the IRA account?</i></p> <p><i>MS. ANTHONY: Yes.</i></p> <p><i>MR. LAMUSGA: Okay, from the date of separation?</i></p> <p><i>MS. ANTHONY: Yes.</i></p>

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A - 24	RP 101	Discussion on Ms. Anthony stating that Mr. Kulesza didn't play the insurance for her benefit and avoiding any reasonable supporting argument to address how this could be understood for the duration of time between DOS and February 18, 2016 when she established her own insurance.	<p><i>MR. LAMUSGA: Okay. Um now was Konrad aware that you were paying your own phone bill, that you purchased a different phone or had one given to you?</i></p> <p><i>MS. ANTHONY: Yes.</i></p> <p><i>MR. LAMUSGA: Okay.</i></p> <p><i>MS. ANTHONY: Cause he contacted me on it.</i></p> <p><i>MR. LAMUSGA: Uh and regarding the car insurance. Um again, kind of the same issue we have where, you know, Mr. Kulesza alleges that he paid car insurance for your benefit. Is that the case?</i></p> <p><i>MS. ANTHONY: No.</i></p> <p><i>MR. LAMUSGA: Okay, did you get your own car insurance?</i></p> <p><i>MS. ANTHONY: I did as if February 18, 2016.</i></p> <p><i>MR. LAMUSGA: Okay and this is Identification 18.</i></p>
A - 25	RP 102	Ms. Anthony provides an incorrect and Ad Hominem statement regarding her knowledge of the Home refinancing.	<p><i>MS. ANTHONY: I was --- I was unaware of any additional home equity line of credit until approximately June of this year and at that time it was upon doing research for um settlement purposes to have Mr. Kulesza settle this agreement as opposed to continue to go through Court. I discovered that he had refinanced the house fraudulently in March of 2015.</i></p> <p><i>MR. LAMUSGA: What do you mean fraudulently?</i></p> <p><i>MS. ANTHONY: Um he addressed it that he was a single person unmarried at the time and removed me from the um loan agreement paperwork at U.S. Bank.</i></p>
A - 26	RP 103	Ms. Anthony makes entirely illogical and incorrect statement regarding Vanguard withdrawal and CR-2A delay	<p><i>MS. ANTHONY: Well, it's --- once the documents were signed for the divorce decree then his lawyer was to submit the QDRO paperwork to be completed in order to transfer the IRA legally into my name to be used for the loan or debts payoff and for me to purchase a home.</i></p> <p><i>MR. LAMUSGA: Okay, uh and why was this not possible?</i></p> <p><i>MS. ANTHONY: Um he took all of the money out.</i></p> <p><i>MR. LAMUSGA: And you know, we've heard some testimony um from the experts that, you know, the --- part of the reason here was delay, that the debts had to be paid and the reason was delay. Um now was there a delay in the time between when the funds were or when the agreement was made and when the funds</i></p>

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			<p><i>were made available?</i></p> <p><i>JERRIE ANTHONY - DIRECT EXAMINATION</i></p>
A - 27	RP 104	<p>Ms. Anthony's firm statement attributing delay of CR-2A execution on Mr. Kulesza which is completely incorrect, and evidence exists to prove this untrue beyond any reasonable doubt.</p>	<p><i>MS. ANTHONY: Um Mr. Kulesza did not sign the QDRO paperwork until April um at Mr. Pickett's office where I signed it February 13th, immediately after the dissolution agreement was signed. And then um continued to delay after receiving paperwork from VanGuard to sign the um IRA over to me. He did not attempt to under any circumstance sign it, even though I retained an additional copy, told him exactly what he needed to do with it and what was required in order to make it legally notarized at a bank in order for VanGuard to accept it.</i></p> <p><i>MR. LAMUSGA: So, you're saying that you tried uh to get this done timely and as quickly as possible?</i></p> <p><i>MS. ANTHONY: Yes.</i></p> <p><i>MR. LAMUSGA: Um and uh were there any delays on your part, and if so, why, what were they?</i></p> <p><i>MS. ANTHONY: There were no delays on my part. I acted as quickly as possible given what I was given.</i></p> <p><i>MR. LAMUSGA: Okay, um and by the time the QDRO was effectuated and the money was uh released to you</i> ---</p> <p><i>MS. ANTHONY: Mmm hmm.</i></p>
A - 28	RP 105	<p>Ms. Anthony presents grossly misrepresents fact with inaccurate declaration attributing (300.00) delay to Mr. Kulesza with some extent ad hominem</p>	

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A - 29	RP 109	Ms. Anthony admits to knowing when the withdrawals were made which are inconsistent with her other statements on when she gained knowledge.	<p><i>MS. ANTHONY: I had --- he told me about withdrawals in January before signing the paperwork and I had texted him that that goes towards the debt owed, is that correct, and he stated yes, not all of it, but yes, it goes towards the debts owed.</i></p> <p><i>MR. LAMUSGA: Okay, um and did you um --- did you believe that during the time before you had knowledge of what was withdrawn and when?</i></p> <p><i>MS. ANTHONY: Yes.</i></p> <p><i>MR. LAMUSGA: Okay and so you believed that --- that he had intended to simply pay down the community debts?</i></p> <p><i>MS. ANTHONY: Yes.</i></p> <p><i>MR. LAMUSGA: And then give you the remainder?</i></p> <p><i>MS. ANTHONY: Yes.</i></p> <p><i>MR. LAMUSGA: Which you anticipated being substantially more than what was received?</i></p> <p><i>MS. ANTHONY: Yes.</i></p> <p><i>MR. LAMUSGA: Okay, um now has he made this process difficult for you?</i></p> <p><i>MS. ANTHONY: Mmm.</i></p> <p><i>MR. LAMUSGA: And how so?</i></p> <p><i>MS. ANTHONY: Um well he continued to threaten to withhold more money and take more money out and the longer I took to sign the Divorce Decree the longer, the less money that we were gonna have or I was gonna have down to the point where he said you're not gonna have anything left.</i></p>
A - 30	RP 108	Ms. Anthony makes another entirely untrue statement. Her vehicle transaction records, and insurance claims will prove this entirely untrue.	<p><i>MR. LAMUSGA: You did not receive this additional money. So, after this, you know, after the Decree was entered and after the QDRO was executed and the money uh was transferred to you. What --- what situation were you left in?</i></p> <p><i>MS. ANTHONY: Um I am destitute at this point. I don't have enough money to cover my bills. He doesn't pay child support and hasn't and he's more than \$8,000 in arrears in child support. Um I can't --- I'm the only person supporting my children. I pay for their daycare, I have lost my car due to him not maintaining his end of the deal on any of this.</i></p>

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A - 31	RP 109 - 112	Ms. Anthony denies having any part of drafting the CR-2A which is untrue if one were to review the added items in the CR-2A from its initial submission filed to the one filed with the decree. These items are considerable inappropriate (i.e. a doggy door, or property not owned by either party by listed inappropriately property of 3 rd party.	<p><i>MR. LAMUSGA: Okay, uh and when you met to sign the CR2A Agreement and sign the final pleadings to enter the Decree of Dissolution, were you represented by counsel?</i></p> <p><i>MS. ANTHONY: No. I couldn't afford to pay my attorney and they um stopped representing me because of that and at that time he was also not following the orders to pay um spousal support or child support at that time.</i></p> <p><i>MR. LAMUSGA: Did you help to draft any of the final documents?</i></p> <p><i>MS. ANTHONY: Uh no.</i></p>
A - 32	RP 113 - 118	Ms. Anthony's poorly presented understanding of practical accounting methodology and irrational conclusive statement in support of her understanding of what she was to receive.	<p><i>Due to the extensive size of the content, the reader is directed to the Verbatim Reports of Proceedings to review the relevance and applicability of the content being called out.</i></p>
A - 33	RP 118 - 123	Discussion on Ms. Anthony on timestamp presented clarification in opposition to Ms. Anthony's placement of blame onto Mr. Kulesza being the cause of delay, and additional discussion regarding inconsistency with the 300.00 delay proffered as Mr. Kulesza fault in delay accusation providing numbers contradictions to Ms. Anthony's earlier testimony.	<p><i>Due to the extensive size of the content, the reader is directed to the Verbatim Reports of Proceedings to review the relevance and applicability of the content being called out.</i></p>
A - 34	RP 123 - 124	Discussion with Ms. Anthony on rational of her understanding of the Vanguard accounts valuation and poorly argued expectation as it is fundamentally flawed and further consistency in contradictions.	<p><i>Due to the extensive size of the content, the reader is directed to the Verbatim Reports of Proceedings to review the relevance and applicability of the content being called out.</i></p>
A - 35	RP 126 - 128	Discussion with Ms. Anthony on rational of her understanding of the equity lines	<p><i>Due to the extensive size of the content, the reader is directed to the Verbatim Reports of Proceedings to review the relevance and applicability of the content being called out.</i></p>
A - 36	RP 131	Discussion with Ms. Anthony and the expenses Mr. Kulesza incurred and Ms. Anthony's rational on her liability	<p><i>MR. SHEA: Alright, during the pendency of the case uh was Konrad paying most, if not all of your expenses and the kids?</i></p> <p><i>MS. ANTHONY: He was ordered to pay a specific amount of child support and spousal support during the um and also maintain the home that we were living --- that I was ordered to move back into.</i></p> <p><i>MR. SHEA: Correct. So, he was paying the child support of \$1,200 bucks right?</i></p>

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A - 37	RP 133	Severely contradicting statement to Ms. Anthony's earlier testimony stating she had no part in drafting the CR-2A during discussion pertaining to Mediated agreement CR-2A from August 2015.	<i>MS. ANTHONY: That was the initial one that was prepared and sent to Mr. Pickett for signature.</i>
A - 38	RP 133	Ms. Anthony reads out loud an inaccuracy to try and ascertain	<i>MS. ANTHONY: Wife shall be awarded a hundred percent of husband's Vanguard IRA retirement plan with the agreement that she'll be responsible for payment of all taxes and distribution.</i>
A - 39	RP 138	Ms. Anthony further maintains repetition of inaccurate statement avoiding and not recognizing inconsistency on how her rational of accounting is contradictive by lack of rational and logic in applying variable dates for presenting her understanding of a Vanguard account value.	<i>MR. LAMUSGA: Now, we see uh the Vanguard IRA account and as of December 8, 2015, the balance was \$101,698.44 is that correct?</i>
A - 40	RP 141 - 184	Mr. Kulesza quickly stopped in his answer on unemployment.	<i>MR. KULESZA: I am looking for jobs. A lot of the jobs that I am being offered are out of the State. I do not want to leave my children. Um I'm afraid for the company that my ex is --- has. I'm trying to fight for full custody. Um and I'm trying to get jobs here too, but she is also slandering me uh to people that know me and ---</i>
A - 41	RP 190 - 191	Mr. Kulesza provides rational and reasoning for withdrawals resultant of economic necessity and basis consistent with previous effort of addressing unwillingness of Ms. Anthony to formidably cooperate for the betterment of the parties economic well-being with other pertinent characteristics that can be easily assessed as having impact and influence on the terms attained in August 2015 during mediation throughout the various filings of different declarations. This argument has been consistent and constant in statements made using bill-based documentation to formulate validity in the progressive nature of the economic detriment that it is difficult to understand how the reason for the matter on trial can commit such a crucial portion attributing the fundamentals that are a fault for withdrawal but also can be rationally dissected to reasonably recognized the liable party conduct.	<i>Due to the extensive size of the content, the reader is directed to the Verbatim Reports of Proceedings to review the relevance and applicability of the content being called out.</i>

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A - 42	RP 193	Mr. Kulesza established the validity of the equity home line of credit as community incurred. Home Equity identification of separation is discussed of Mr. Kulesza's rational and argument to identify an inconsistency of the CR-2A verbiage to which the trail is taking under review amongst other matters.	<i>Due to the extensive size of the content, the reader is directed to the Verbatim Reports of Proceedings to review the relevance and applicability of the content being called out.</i>
A - 43	RP 194 - 195	Trial Courts recognition of (paid off) closure of 1 st Home Equity and acknowledgement it was Mr. Kulesza who carried out the transaction	<i>THE COURT: I'm fine with taking --- I mean I believe he paid off because he got another line of credit, and it looks like it's almost in the same amount.</i>
A - 44	RP 196	Mr. LaMusga's argument correctly identifies the issues on trial and closing argument irrationally presents statement of how credit and allocation of dollar values of community debt and Vanguard Account QDRO agreed to during mediation is more reasonably representative of the party's negotiations. This argument is contradictive and is faulted for trying to establish substantive evidence to meet burden of proof, which has numerous inconsistencies and straight forward evidence of clear controversy against the evidence gathered to support position.	<p>RESPONDENT'S CLOSING ARGUMENT:</p> <p><i>MR. LAMUSGA: Um Your Honor, we uh --- I think we've heard a lot today. It's been uh pretty interesting quite frankly. Um you know, our arguments are quite a bit different than Mr. Shea's. Our argument is pretty straight forward. Our argument is that the Decree awards her a certain amount of money and certain obligations that she had to pay, that she had to take the IRA, she had to pay off the \$70,000 or she had to take out \$70,000 and she had to pay a number of debts. Um she's not entitled to a telephone bill or she's not entitled to pay a telephone bill uh for a telephone that she did not use after it was given to Mr. Kulesza and that he used for his own enjoyment by his own admission. Uh Mr. Kulesza is not entitled to a credit for car insurance that he paid out of the goodness of his own heart. It sounds like through June, 2017. Um he's not entitled to interest for the credit cards because if the money would have been paid out when it should have been, if there had not been delay, then the cards would have been paid on time and there would not have been a substantial amount of interest.</i></p> <p><i>Um we heard our experts testify about the numbers and the major sticking points are taxes, credit card interest, the phone bill, the car insurance bills and the 401k principal, interest and payments. Um as far as the taxes go, if the money had been distributed as it should have been, then we understand, we heard in testimony that uh a substantially smaller amount of money would have been paid in taxes.</i></p>
A - 45	RP 200	Mr. LaMusga's closing arguments states a baseless fact as truth and furthermore can be deemed incorrect if the record shows that Mr. Kulesza did present to the courts request for modification and relief several times which was disregard and not properly acknowledged.	<i>She's entitled to attorney's fees and costs. I think the bad faith here, while Mr. Shea certainly will argue does not exist, I think it's pretty obvious that Mr. Kulesza took the money in violation of the Court order because he wanted to.</i>

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A - 46	RP 205	Trial Court responds to Mr. Shea's closing argument that Mr. Kulesza acting out of bad faith was not a basis that could be rationally supported.	<i>His testimony was that he was telling her, I'm taking this money out. Okay, I don't know that she even refuted that and so uh from my vantage point, I don't think there's bad faith. I don't think there's the basis to award attorney's fees uh in this case. Thanks.</i>
A - 47	RP 205 - 206		<p><i>(October 18, 2017) Court is asked to make several factual determinations.....</i></p> <p><i>According to the wife's testimony, she signed the QDRO on February 12th of 2016 about eleven days after the Decree was signed. She testified that the husband demanded that she pay \$300 to get the QDRO prepared and she went in on that day that he was asking her to do that and she paid that to his attorney's office. The QDRO was signed on April 14, 2016, two months after she signed the QDRO. That is not an unreasonable delay to this Court and it was not the wife's action that the QDRO entry was delayed. Husband withdrew money six days after the Decree was entered. Two weeks later he makes another withdraw. In total he made five withdraws before this account was turned over to Ms. Kulesza. He withdrew a total amount of \$82,978, a portion of which went to taxes, and he actually received some \$58,096 in cash and the wife received a total of \$18,435. Husband, from his \$58,000 paid community debts in the amount of \$17,380.</i></p> <p><i>The argument being proffered by Mr. Kulesza is that the agreement that was reached by the parties was not clear. That the attachments were changed as to the debts and that they had changed they had changed from the time of mediation to the time of the Decree. To the Court, this issue is not taken well. This litigation is because of the actions of Mr. Kulesza. He made decisions that were contrary to Court order, specifically, after the Decree was entered. His reasons were doing so are not justified when looking at the circumstances of the parties.</i></p>
A - 48	RP 208	Trial court discusses the methodology in review stating that it was asked to make several factual determinations. There is an overwhelming amount of factual evidence in the record that contradicts the determination and with reasonable review lacks any merit to support the award.	<i>This uh matter was argued to the Court on September 14, 2007 and the Court is asked to make several factual determinations and make a determination as to the amount, if any, owed from the husband to the wife.</i>

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A - 49	RP 210	<p>Trial court presents determination and statement in support of its determination. All of the determinations are either lacking use of what factual evidence was considered, or refers to evidence presented where controversy existed, and incorrectly limits the time frame for actions have significant impact and influence, while furthermore not applying the same parameters on how or what dates should define the reward amount because if the scope is on the duration of time from entry of the Decree date forward, and with clear error adopting version two of Ms. Anthony's Accountants report.</p> <p>RP-208 also, provides a completely unsupported reasoning to attribute fault on Mr. Kulesza for delay as the entirety of the situation is misstated and there is evidence contradicting such a determination in the entirety.</p>	<p><i>the Court is not going to reach behind the Decree. The Court is going to start with the entry of the Decree. The issues to be decided by the Court are as follows: the husband argues to the Court that the reasons why he invaded the VanGuard account was that number one, wife unreasonably delayed the entry of the QDRO and that he begged her to get the process moving forward. The Court does not agree.</i></p>
A - 50	RP 211		<p><i>The Court is rejecting any arguments that he should be given credit that he should be given a credit for paying a cell phone bill and a car insurance bill that he paid after the date of the Decree, as he was not required to do so by the order of the Decree.</i></p>
A - 51	RP 211		<p><i>The Court has ordered that this is intransigent by Mr. Kulesza, that it was bad faith and because of that, the Court has the ability to award reasonable attorney fees for having to --- for his actions in removing the funds from the Vanguard account and for um for his decisions on not paying the full amount on all the community debts that he should have paid with the money that he took out. His actions prevented Ms. Anthony from paying off those community debts. He had the funds at some point to pay off those two last community debts and he should be ordered to pay those community debts.</i></p>
A - 52	RP 211	<p>Trial court continues presentation of determination without factual evidence in support by adapting Ms. Anthony's proffering which by fact has numerous inconsistencies and contradiction.</p>	<p><i>The Court has ordered that this is intransigent by Mr. Kulesza, that it was bad faith and because of that, the Court has the ability to award reasonable attorney fees for having to --- for his actions in removing the funds from the VanGuard account and for um for his decisions on not paying the full amount on all the community debts that he should have paid with the money that he took out. His actions prevented Ms. Anthony from paying off those community debts. He had the funds at some point to pay off those two last community debts and he should be ordered to pay those community debts.</i></p>

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A - 53	RP 212 - 213	Mr. Shea addresses oversight of the Trial Courts determination with an incomplete determination of debt allocation in the determination	<i>Decree, I think lines eight through ten, indicate that the Court reserved jurisdiction over debts that had not been allocated. That debt, as we pointed out at the time of the special set was not --- was not allocated. Mr. Kulesza paid that. We provided the Court with proof of payment of that. So, I didn't hear the Court address that.</i>
A - 54	RP 213		<i>We provided the Court with proof of payment of that. So, I didn't hear the Court address that.</i> <i>THE COURT: Um if I recall correctly, that --- that debt was also paid during the separation, was it not? It was paid shortly after the separation, so I don't --- I don't think --- I didn't address it, I guess. He paid it after separation and I'm not including it or giving him any credit in the award of payment from the --- from the VanGuard account.</i>
A - 55	RP 213 - 214		<i>Uh I don't think the Court only has two options in regard to that. As we argued at the hearing or the trial, um the CR2A Agreement listed one of the lines of credit and that's what she was ordered to pay. Um you know we've discussed this other line of credit.</i>
A - 56	RP 214 - 215	Mr. LaMusga finishes with Ms. Anthony's testimony and understanding as evidence and no reference or support of reasoning with factual evidence of any kind.	<i>MR. LAMUSGA: Uh I don't think the Court only has two options in regard to that. As we argued at the hearing or the trial, um the CR2A Agreement listed one of the lines of credit and that's what she was ordered to pay. Um you know we've discussed this other line of credit. Uh Ms. Anthony does not believe that uh it was paid. She believed that it was a refinance, although we have not been able to present evidence to that effect and you know she was ordered to pay a certain amount of money uh and then Mr. Kulesza did what he did. So, I don't think it's appropriate to attribute that to her especially after everything that has occurred and his bad faith and intransigence throughout this entire endeavor.</i>
A - 57	RP 215		<i>MR. SHEA: Okay and Your Honor, my client did provide me with an additional printout today uh that demonstrates or shows some of the deeds of trusts and reconveyances. Is that something that I can submit with my statement? That was not admitted at trial.</i> <i>THE COURT: No, I don't need that I don't think. No. Alright, if you guys can provide me with your statements in the next seven days and then I will try to give you a response seven days after that.</i>
A - 58	RP 218 - 219		<i>MR. KULESZA: Your Honor, if I may?</i> <i>THE COURT: You may not. You need to speak with your attorney.</i>

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A - 59	RP 222 - 223		<p>January 23, 2018</p> <p><i>last issue left remaining for the Court is how to treat an Equiline line of credit that was obtained by the parties during their marriage that Mr. Kulesza paid off in full after the parties separated on March 25, 2015. And the question for the Court is whether or not the parties should share in that debt, meaning whether the husband should receive a credit for paying off that debt.</i></p> <p><i>The Court is going to decline that request. Mr. Kulesza made the decision to pay it off by himself without asking Court permission to do it after the parties had separated. There's no proof of how it was paid off. And, most importantly, the Decree um actually references in the CR2A Agreement, the first page of that says that the husband will be awarded the family home and the husband will be responsible for the mortgage and the home equity line of credit loan associated with that property. So, whether he paid it off and then he got his own line of credit or he didn't pay it off, either way, the parties contemplated that he would be responsible for that equity line of credit associated with that property.</i></p> <p><i>So, the Court is not going to grant him any credit at this time.</i></p> <p><i>MR. SHEA: Your Honor, I understand your decision. Uh the line of credit referenced in that CR2A is not the same.</i></p> <p><i>THE COURT: I understand that.</i></p> <p><i>MR. SHEA: Okay.</i></p> <p><i>THE COURT: I am aware of that I guess I should say.</i></p>
A - 60	RP 224	Mr. LaMusga dismisses Mr. Kulesza's declaration and dismissed addressing the issues raised as disagreement without any rational reasoning.	<p><i>MR. LAMUSGA: Um and then I did get Mr. Kulesza's declarations or declaration. I think really there he's just seeking to re-litigate things. I don't believe that um there's really much to do here other than enter the order, if you agree with it, or instruct me to change things if you don't agree with it.</i></p>
A - 61	RP 224		<p>February 13, 2018</p> <p><i>THE COURT: Alright, thank you. I'll sign your orders.</i></p> <p><i>MR. LAMUSGA: Thank you.</i></p> <p><i>MR. SHEA: I don't really want --- is it okay that I don't sign this?</i></p> <p><i>THE COURT: That's fine.</i></p>

APPENDIX B. LISTING PROVIDED OF RELEVANT REFERENCES TO THE COURT PROCEEDINGS FOR SMS AND OTHER LIKE COMMUNICATIONS BETWEEN THE PARTIES

- The information below identifies the source document from which the listing references made to the clerk's papers as provided in Appendix B and Appendix C as filed by the Filed with the Court of Appeals Division III
- The information below identifies the source document from which a listing is made. Note that the information where it be extracted is relevant to Mr. Kulesza's view, however in needing additional information within the verbatim report of proceedings it is on Record as Filed with the Court of Appeals Division III.

BENTON SUPERIOR COURT

July 19, 2018 - 3:49 PM

Transmittal Information

Filed with Court: Court of Appeals Division III
Appellate Court Case Number: 35888-7
Appellate Court Case Title: In re the Marriage of: Jerrie R. Kulesza and Konrad P. Kulesza
Superior Court Case Number: 15-3-00151-6

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- Konrad.p.kulesza@gmail.com

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LISTED REFERENCE #	REFERENCE TO RECORD	ASSOCIATED DATE (IF ONE EXISTS)	REFERENCE IDENTIFICATION OR DESCRIPTION TO ESTABLISH RELEVANCE	EXTRACTED VERBIAGE PERTINENT OF REFERENCE
B - 1	CP 276	2016-01-04	Interesting Discrepancy in the string of SMS messages provided by Ms. Anthony proving she truly manipulated data for the occasion to fit her intended motives. Compare (CP 278)	
B - 2	CP 278	2016-01-04	SMS 1/4/2016 9:44 AM from Konrad Kulesza	The previous equity that I rolled into the mortgage is community debt
B - 3	CP 279	2016-06-09	SMS 6/9/2016 12:27 PM from Konrad Kulesza	I did everything I was supposed to. If I am supposed to fill any more paper out or do anything else. Then I will just pull the money myself, which I should have done to begin with in September of last year. Take what os owed on the community debt, and give you the rest since I don't believe you will honor that part of the divorce documents like the parenting plan.
B - 4	CP 280	2016-06-09	6/9/16, 8:10AM to Konrad Kulesza	I spoke with Vanguard this morning, they are in fact missing documents from you specifically. You need to call 18006622003 ext 64459 "Angela Austin" in retail retirement services to complete the process and enact the transfer.
B - 5	CP 282	2016-07-18	7/18/16, 9:46 AM from Konrad Kulesza	How did I refuse. I never received a transfer form in the mail.
B - 6	CP 282	2016-07-18	SMS 7/18/2016 9:44 AM from Konrad Kulesza	Then all you had to do was help when I asked you to instead of ignoring it and saying it was my problem. Of course more was taken out because of the early withdrawal penalties incurred since I had to. I told you from get go how long I Was able to support our living conditions and you showed no rush in concluding it for the financial cliff that I told you about more than once. CP 282
B - 7	CP 282	2016-07-18	SMS 7/18/2016 9:46 AM to Konrad Kulesza	I told you to call vanguard per their request to complete the transfer in may, you refused.
B - 8	CP 284	1/13/2017	On 7/18/2016 at 9:35AM text: He states he took the money because he was drowning in debt and threatens that if I sought legal action he would "reopen" every case.	
B - 9	CP 308	2016-01-04	SMS exchange 1/4/2016 3:34 PM from Konrad Kulesza	The money I pulled out was equal to that of the first equity which was community debt before I refinanced the

				house.
B - 10	CP 308	2016-01-04	SMS exchange 1/4/2016 3:36 PM from Konrad Kulesza	Yes the current equity stays with me
B - 11	CP 309	2016-01-22	SMS exchange 1/22/2016 10:45 AM to Konrad Kulesza	So the money you took will be considered the amount of debts owed already paid. Right?
B - 12	CP 577 - 579	2016-10-05	SMS exchanges on this issue dated 10/5/2016	

APPENDIX C. LISTING PROVIDED OF RELEVANT REFERENCES TO THE COURT PROCEEDINGS

- The information below identifies the source document from which a listing is made. Note that the information where it be extracted is relevant to Mr. Kulesza's view, however in needing additional information within the verbatim report of proceedings it is on Record as Filed with the Court of Appeals Division III.

Listed Reference #	Reference to Record	Associated Date	Reference Identification or description to establish relevance	Extracted Verbiage Pertinent of Reference
C - 1	CP 53 - 111	2015-03-12	Parenting Plan Proposed (PPP)	The cost of this process shall be allocated between the parties as follows: 50% petitioner 50% respondent
C - 2	CP 58 - 63	2015-03-12	Financial Declaration Respondent (FNDCLR)	Listing of Debts
C - 3	CP 64 - 70	2015-03-12	DECLARATION OF KONRAD KULESZA)	Parenting Plan
C - 4	CP 64 - 70	2015-03-12	DECLARATION OF KONRAD KULESZA)	Tax Planning
C - 5	CP 64 - 70	2015-03-12	DECLARATION OF KONRAD KULESZA)	separate property
C - 6	CP 64 - 70	2015-03-12	DECLARATION OF KONRAD KULESZA)	DV Allegations
C - 7	CP 64 - 70	2015-03-12	DECLARATION OF KONRAD KULESZA)	FINANCIAL ISSUES
C - 8	CP 64 - 70	2015-03-12	DECLARATION OF KONRAD KULESZA)	
C - 9	CP 84 - 85	2015-04-01	TEMPORARY ORDER RE: VISITATION	
C - 10	CP 85	2015-04-01	TEMPORARY ORDER RE: VISITATION	The father shall be allowed visitation with K.O.K 5 days every week for 1 hour. The specific days and times for the visitation shall be determined by the third parties availability or Kids at Hearts availability. The father shall be allowed visitation with K.M.K every Saturday of every week for 3 hours.
C - 11	CP 103 -	2015-08-23	Mediation completed: 08.19.2015	Settlement achieved regarding property; mediation continuing
C - 12	CP 114 - 119	2015-10-06	Financial Declaration Respondent (FNDCLR)	Listing of Debts
C - 13	CP 121 - 122	2015-10-06	MOTION AND DECLARATION FOR TEMPORARY ORDER	
C - 14	CP 122 - 124	2015-03-12	DECLARATION OF KONRAD KULESZA)	FINANCIAL ISSUES
C - 15	CP 128 - 122	2015-10-08	AMENDED Financial Declaration Respondent (FNDCLR)	
C - 16	CP 147 - 152	2015-10-26	DECLARATION OF KONRAD KULESZA)	Response to New accusations and discussion that CR2A is not yet signed contrary to Ms. Anthony's Statement in her declaration.
C - 17	CP 153 - 154, CP 289 - 330	2015-08-28	CR-2A	
C - 18	CP 153 - 154	2015-11-04	Proposed ORDER RE: CR2A MEDIATED AGREEMENT	
C - 19	CP 154 -			2. Husband will be awarded the family home at 109 Ogden, Richland, WA. Husband will be responsible for the mortgage and the home equity line of credit loan associated with the property. 3. Wife shall be awarded 100% of Husband's 401(k) Retirement Plan at DOS less loan repayment, with the agreement that she will be responsible for payment of all the taxes on the distribution and the community debt that is to be paid from a portion of the 401k proceeds. Upon a final decree of dissolution being entered and a subsequent QDRO, wife shall withdraw a minimum of \$70,000.00 of the 401(k) account to pay for the outstanding 401(k) loan and all community debts of the parties. A comprehensive list shall be updated and attached to this agreement. The parties agree that wife shall have this lump sum deposited into the trust account of her attorney, Jennifer LaCoste, who will issue payments directly to the creditors to be paid directly from the funds. Any remaining funds shall be released to wife. This agreement is based upon acknowledgement that wife shall require these funds to get started out on her own. In exchange, wife agrees that she will not file a notice of intended relocation away from the Tri-cities area for a period of at least (3) three years from the date the final decree of dissolution is entered.

Listed Reference #	Reference to Record	Associated Date	Reference Identification or description to establish relevance	Extracted Verbiage Pertinent of Reference
C - 20	CP 154			Shows a signed copy of the initial written agreement where is struck-out at 1. where the verbiage states "The QDRO shall be done by Dru Horstein at the expense to be shared between the parties. Also at 3. it states "The parties agree that wife shall have this lump sum deposited into the trust account of her attorney, Jennifer LaCoste, who will issue payments directly to the creditors to be paid directly from the funds."
C - 21	CP 154			at 2. States "Husband will be awarded the family home at 109 Ogden, Richland, WA. Husband will be responsible for the mortgage and the home equity line of credit loan associated with the property" which was at the time in reference to the current and existing accounts and not inclusive of the held line of equity on DOS.
C - 22	CP 163 - 172	2015-12-08	Order of Child Support Petitioner, Temporary (TMORS)	Total Monthly Transfer Amount \$768.97
C - 23	CP 163 - 172	2015-12-08	Order of Child Support Petitioner, Temporary (TMORS)	Amount of CS did not change significantly enough to provide relief of financial burned and arising complications. Also the calculation does not account for existing expenses having a substantial percentage of monies to expenses ratio
C - 24	CP 177 - 188	2015-12-18	FINAL Parenting Plan	
C - 25	CP 189 - 204	2016-02-03	Order of Child Support Petitioner, Temporary (TMORS)	Total Monthly Transfer Amount \$1000.00 to establish an agreement on the PP signed
C - 26	CP 205 - 209	2016-02-03	Findings of Fact and Conclusions of Law (Marriage) (FNFLC)	Section 2.5 Status of the Parties Petitioner and respondent separated on 02/13/2015.
C - 27	CP 205 - 209	2016-02-03	Findings of Fact and Conclusions of Law (Marriage) (FNFLC)	Section 2.10 Community Liabilities The parties have incurred community liabilities as set forth in Exhibit A. This exhibit is attached or filed and incorporated by reference as part of these findings.
C - 28	CP 205 - 209	2016-02-03	Findings of Fact and Conclusions of Law (Marriage) (FNFLC)	CD-6 Capital One Visa Signature
C - 29	CP 205 - 209	2016-02-03	Findings of Fact and Conclusions of Law (Marriage) (FNFLC)	CD-1 Kohl's Credit
C - 30	CP 205 - 209	2016-02-03	Findings of Fact and Conclusions of Law (Marriage) (FNFLC)	CD-4 US Bank Flex Perks Select Rewards Credit Card in name of Konrad Kulesza. AcctNo. xx3095. (Auto loan for 2008 Ford Escape wife drives)
C - 31	CP 210 - 218	2016-02-03	CR2A MEDIATED AGREEMENT Table	
C - 32	CP 212			CA-10 References: Paid off thru credit card with xx3095 (2008 Ford Escape VIN #IFMCU02Z18KE62155.US Bank , under Konrad, Acct.No. xx3095 *See CD-4 (CP 216)
C - 33	CP 218 236 - 300			It is clear on intent that Ms. Anthony's presented and proffered understanding is inconsistent with the verbiage with the CR-2A where further repetition of the statement to capture true intent with regard to the define asterix provided delegated ownership of community debt presented items includes the following "* All Community Debts to be paid by wife with proceeds from husband's Vanguard IRA Account that she is being awarded. Minimum of \$70,000.00 shall be disbursed from husband's 401k pension to pay for taxes associated with the disbursement, and all community debt. Any remaining balance shall be issued directly to wife.

Listed Reference #	Reference to Record	Associated Date	Reference Identification or description to establish relevance	Extracted Verbiage Pertinent of Reference
C - 34	CP 227			Exhibit A (CP226--236) on (CP 227) CR-2A at 2. states "Wife shall be awarded 100% of Husband's Vanguard IRA Retirement Plan with the agreement that she will be responsible for payment of all the taxes on the distribution and the community debt that is to be paid from a portion of the IRA proceeds. Upon a final decree of dissolution being entered and a subsequent QDRO being completed, wife shall withdraw from the IRA account a minimum of \$70,000.00 in order to pay the outstanding community debts of the parties." and then defines the terms and constituents of the agreement to further state "In exchange, wife agrees that she will not file a notice of intended relocation away from the Tri-cities area for a period of at least (3) three years from the date the final decree of dissolution is entered." which also States "These debts must be paid as soon as possible and no later than one month from the date of completion of the QDRO." and is supportive of the arguments proffered by Mr. Kulesza.
C - 35	CP 237 - 241, CP 218			DOMESTIC RELATIONS ORDER Filed April 14, 2016 At 6. stating(26 U.S.C. §71 (b)(2)(A)) In review not declaring an actual value but in 7. stating "One Hundred Percent (100%) of Account Holder's Total Account Balance accumulated under the Account(s) as of the date the funds are segregated for the benefit of the Transferee Spouse (or closest valuation date thereto)."
C - 36	CP 262 - 273	2016-12-27	DECLARATION OF JERRIE R. ANTHONY RE: MINOR MODIFICATION OF PARENTING PLAN	
C - 37	CP 274 - 282	2017-01-13	Supplemental Declaration of Jerrie Anthony re: Motion to Enforce Decree of Dissolution	
C - 38	CP 283 - 287		Declaration of (name): Konrad Kulesza	windfall regarding our property and debts.(CP 284)
C - 39	CP 283 - 288	2017-01-13	DECLARATION OF KONRAD KULESZA	
C - 40	CP 289 - 290	2015-11-04	client's proposed CR 2A agreement. I	
C - 41	CP 289 -	2015-11-04		7. Amount of Transferee's Benefit: From the Account named in Paragraph 4 of this Order, there is hereby assigned to Transferee Spouse the following amount (herein the "Assigned Amount"): One Hundred Percent (100%) of Account Holder's Total Account Balance accumulated under the Account(s) as of the date the funds are segregated for the benefit of the Transferee Spouse (or closest valuation date thereto).
C - 42	CP 289 -	2015-11-04		"This agreement is based upon acknowledgement that wife shall require these funds to get started out on her own. In exchange, wife agrees that she will not file a notice of intended relocation away from the Tri-cities area for a period of at least three (3) years from the date of the final decree of dissolution is entered. "
C - 43	CP 289 -	2015-11-04		All Community Debts to be paid by wife with proceeds from husband's 401 (k) pension plan that She is being awarded. Minimum of \$70,000.00 shall be disbursed from husband's 401k pension to pay for taxes associated with the disbursement, and all community debt.
C - 44	CP 289 -	2015-11-04		The disbursement shall be deposited into the trust account of Jennifer LaCoste, Petitioners attorney who will be responsible for issuing payments to all creditors. Any remaining balance shall be issued directly to wife.
C - 45	CP 289 - 300	2017-01-13	Attached ORDER RE: CR2A MEDIATED AGREEMENT	
C - 46	CP 304 - 300	2017-01-13	Second Responsive Declaration of Jerrie Anthony	
C - 47	CP 304 -	2017-02-03	Second Responsive Declaration of Jerrie Anthony	
C - 48	CP 305 -	2017-02-03	Second Responsive Declaration of Jerrie Anthony	was about \$100,747 in December 2015.
C - 49	CP 305 -	2017-02-03	Second Responsive Declaration of Jerrie Anthony	Presuming the Respondent actually paid those debts, that should be subtracted leaving about \$73,747. Subtracting the money I actually received, about \$17,768, leaves about \$55,979
C - 50	CP 305 -	2017-02-03	Second Responsive Declaration of Jerrie Anthony	The Respondent should also be required to award me any gains I would have realized had he appropriated disbursed the money to me, as the Dow increased nearly 1,500 points

Listed Reference #	Reference to Record	Associated Date	Reference Identification or description to establish relevance	Extracted Verbiage Pertinent of Reference
C - 51	CP 305 -	2017-02-03	Second Responsive Declaration of Jerrie Anthony	withdrew about \$82,979 leaving me with only about \$17,768
C - 52	CP 345 - 348	2017-06-14	Motion for Temporary Family Law Order	Permits the utilization of the accounting prepared by Paul G. Neiffer of CliftonlarsenAllen on behalf of Jerrie Anthony in lieu of the accounting previously ordered by the court in relation to the Motion to Enforce Decree of Dissolution.
C - 53	CP 349 - 350	2017-06-14	Declaration of Jerrie Anthony	I recently decided to hire my own CPA due to the significant delays in this regard.
C - 54	CP 356 - 357	2017-06-20	Declaration of: Konrad Kulesza (DCLR)	When I contacted Mr. Taylor on June 19, 2017, to make arrangements to pick up the supplemental report, he advised it was not ready but he would have it ready on Tuesday, June 20, 2017.
C - 56	CP 387	2017-09-14	EXHIBIT LIST	
C - 57	CP 390 - 407	2017-09-15	Declaration of KONRAD KULESZA	To support PP changes
C - 58	CP 428 - 432	2017-09-26	Declaration of Jerrie Anthony	He is inadequate at being a father and has had CPS contacted several times by my daughter's school and daycare reporting his actual pattern of behavior.
C - 59	CP 450 - 456	2017-09-29	Declaration of Konrad Kulesza	I am the Respondent herein, and making this declaration in support of my Motion for Contempt as follows:
C - 60	CP 450 - 456	2017-09-29	Declaration of Konrad Kulesza	Using Children as a means to manipulate
C - 61	CP 452	9.28.2017	Declaration of Konrad Kulesza	I deny the allegations in the declarations filed by Jerrie. I will fully respond to the allegations about me being "dangerous" or having "substance abuse issues" when we are scheduled for adequate cause.
C - 62	CP 453 - 452	2017-09-29	Declaration of Konrad Kulesza	I deny the allegations in the declarations filed by Jerrie. I will fully respond to the allegations about me being "dangerous" or having "substance abuse issues" when we are scheduled for adequate cause.
C - 63	CP 473 - 475	2017-12-21	Immediate Restraining Order (Ex Parte) and Hearing Notice	
C - 64	CP 536 - 542	2018-02-08	Cost Bill	In preparation for the Motion to Enforce Decree of Dissolution brought against Respondent that was heard on September 14, 2017, I incurred the fees and costs set forth below. The rate billed to my client is \$200.00 per hour. The amount of \$13,405.00 is a fair and accurate charge for my attorney fees and costs for this action.
C - 65	CP 543 - 548	2018-02-09	Declaration of: Konrad Kulesza (DCLR)	Reasoning and argument against cost bill and total judgment on owed monies to Jerrie is \$59,525.00.
C - 66	CP 554 - 557	2018-02-20		
C - 67	CP 557	2018-02-20	Declaration of KONRAD KULESZA	Attached is overview of Monthly Expenses from April 2015 to February 2016 (Post Separation)
C - 68	CP 574 - 585	2018-02-22	Declaration of JERRIE ANTHONY (DCLR)	This is the responsive declaration and supporting documents to the declaration of Konrad Kulesza. Konrad did in fact break the order dated April 23, 2015, Temporary Order of Child support and Spousal Maintenance. He was instructed to pay ongoing bills and medical payments and he maliciously did not.
C - 69	CP 733 - 737	2017-06-20	Sealed Financial Source Documents (Cover Sheet) (SEALFN)	
C - 70	CP 735	2017-06-20	Sealed Financial Source Documents (Cover Sheet) (SEALFN)	Thomas M Owen, CPA, PLLC Report states "It is clear that the amount of \$57,474.00 was disbursed from the Vanguard account. It is also clear that payments to the different credit cards throughout the time frame in question seem to exceed \$57,474.00 (note: some estimates were made based on the information on hand)."
C - 71	CP 738 - 764	2017-06-20	Sealed Financial Source Documents (Cover Sheet) (SEALFN)	Paul Neiffer
C - 72	CP 763		Neiffer Analysis of IRA Distributions and Payments for the Period August 19, 2015 to September 30, 2016	
C - 73	CP 764		Sealed Financial Source Documents (Cover Sheet) (SEALFN)	Vanguard Withdrawals and community debts: (CP 764)
C - 74	CP 768 - 776		Neiffer (Payments made do not match the Payments made as calculated (CP 748-751). How difficult can it be using statements to attain a real value?	
C - 75	CP 768 - 776	2017-08-17	Sealed Financial Source Documents (Cover Sheet) (SEALFN)	Paul Neiffer
C - 76	CP 772		Neiffer Analysis of IRA Distributions and Payments For the Period February 13, 2015 to March 4, 2017	

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C - 77	CP 772		Sealed Financial Source Documents (Cover Sheet) (SEALFN)	Analysis of IRA Distributions and Payments For the Period February 13, 2015 to March 4, 2017
C - 78	CP 773 - 776		Neiffer has inconsistent Dates on every single accounting calculation.	

