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70439-7

No. 70439-7-1

Case # 11-3-95644-2 SEA

**COURT OF APPEALS  
DIVISION I OF THE STATE OF WASHINGTON**

)  
In Re: the Marriage of )  
)  
PAMELA K. MOORE (Appellant) )  
)  
Vs. )  
)  
DANIEL H. MOORE (Appellee) )  
)

**APPELLEE'S  
RESPONSE BRIEF**

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FILED  
COURT OF APPEALS DIV 1  
STATE OF WASHINGTON  
2011 MAR 15 AM 10:14

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## **INTRODUCTION**

The main basis for the Appellant's (Pam's) Brief is the repeated abuse of discretion by the trial court in several different instances regarding the division of assets, property, and the assignment of child support resulting from the divorce trial between the parties. A large amount of content contained in Pam's Brief is based largely in dicta, not on the actual evidence presented nor the final orders of the trial court.

Every decision reached by the trial court was based on the information that presented during trial, and was made in consideration for what outcome would be the best situation for both parties, as well as their (now) seven year old daughter. The trial court reached the most reasonable decisions possible given the evidence, and Pam has failed to provide any substantial basis to validate the repeated claims of abuse of discretion.

It was disclosed at trial that both Pam and Dan had made inequitable financial decisions regarding community property during the course of the proceedings. In an attempt to simplify the process of sorting out who owes who for what, and what assets need to go to which party, the Dan's counsel suggested to the court the creation of a single spreadsheet that calculated out all community & personal assets & debits, either still in possession or already liquidated, with their corresponding dollar values. This would give the trial court a centralized, holistic view of the financial history of the parties that would help contextualize the most reasonable way to divide up

the remaining assets. This spreadsheet contained information about all assets – including investment accounts, the family home, community property, debts, etc. – and was submitted and accepted by the Court. CP 1362, FF 2.21: 59.

The purpose of this Response is to directly address each Assignment of Error claimed by Pam, and, by referring to the evidence presented at trial as well as excerpts from the transcript of Judge Lum’s oral ruling, demonstrating that every decision reached by the trial court was made in full awareness and visibility of all the evidence presented. In each instance, the court reviewed all available evidence, rationalized the most reasonable and just course of action, and eventually rendered the most reasonable decision(s) accordingly.

### **PROCEDURAL HISTORY**

Several statements made in the Procedural History section of Pam’s Brief are invalid and were never a part of the actual procedural history of the divorce. The below provides additional context and clarification around each of these claims in error that speak to their invalidity. This contextualization represents the only difference(s) in the procedural history that Dan wishes to address:

**Page 7, lines 13-15: “Pam filed a reply as a cross motion after discovering marijuana and related paraphernalia in clear presence of their daughter.”**

Pam’s claim that she “discovered marijuana and related paraphernalia in clear presence of their daughter” was never proven nor supported by any evidence presented either before or during trial.

**Page 7, lines 16-17: “The couple attempted mediation in early March 2012 but the attempts fell through”.**

In fact, the couple did mediate a new parenting plan in principle, but Pam refused to sign the actual written version of that same parenting plan upon request of her counsel the week following mediation. As a result, the plan was never ratified and Dan lost \$3,000 that he had been ordered to pay for the mediation process.

**Page 7, lines 19-20: “Instead, she ordered that Dan take steps to secure a home equity loan”.**

In fact, Commissioner Jeske ordered both Pam and Dan to cooperate in securing a home equity loan because the property in question (the family home) was jointly owned by both parties. CP 541-542.

**Page 8, lines 11-12: “In August 2012 Dan filed a motion using carefully edited emails to assert Pam was ignoring her court deadlines.”**

Dan did file a motion to deny Pam the ability to submit lists of witnesses & exhibits based on her willful and knowledgeable disregard for court deadlines, and a copy of an email sent to Pam by her counsel that stressed the need to submit her witness and exhibit lists by the court deadline was also provided as an exhibit to that motion. CP 621-626. The motion was eventually granted, and Pam provided no evidence or proof that Dan had tainted or edited the content of the exhibit in any way.

**2e. Page 8, lines 16-17: “Judge (Dean) Lum was the trial judge and not the couple’s assigned judge (Ramsdell).”**

The Superior Court rotates judges over time intentionally, as part of its normal operating procedure, to ensure an unbiased capacity for decision making. Therefore, there was no official “assigned judge” to this case, and the replacement of Judge Ramsdell by Judge Lum was within the normal operating policies of the Superior Court of King County.

### **ASSIGNMENTS OF ERROR**

1. The trial court properly awarded Dan child support. CP 1356, FF 2.20.
2. The court properly found the Dan's income to be \$5,000 gross per month. CP 1359, FF 2.21: 24 and 26.
3. The trial court properly accounted for Dan's bonus as part of his compensation package in determining his income. CP 1359, FF 2.21: 24 and 26.
4. The court made the proper considerations and correctly calculated Pam's maintenance to be \$1,750 per month for six months. CP 1360, FF 2.21: 32, 33, 34 and 35.
5. The trial court correctly calculated the proper amount of mortgage reimbursement was to be paid to Dan. CP 1360, FF 2.21: 38.
6. The trial court correctly calculated the amount of Dan's support arrears to be paid to Pam out of the final distribution of assets. CP 1359, FF 2.21: 31
7. The trial court correctly recognized Dan's unpaid transitional maintenance of \$10,500 and included it into the final distribution. CP 1778-1782.
8. The trial court correctly assessed Dan's studio gear at \$9,330. CP 1363, FF 3.8.
9. The trial court recognized the proper value of Dan's 401k account. CP 1341.
10. The trial court recognized that the joint home equity loan amount of \$48,000 that was ordered to be split between the parties ended up going to the wife (Pam). CP 1362, FF 2.21: 54.

11. The trial court properly recognized that the joint tax refund for 2010 in the amount of \$11,796 was deposited into the joint BECU account, eventually going solely to the wife (Pam). CP 1362, FF 2.21: 55.
12. The trial court properly classified a portion of the existing debt on Dan's Citibank credit card loan as community debt. CP 1363, FF 3.8.
13. The trial court correctly accounted for all factors and liabilities in assessing the final distribution of assets. CP 1363, FF 3.8
14. The trial court properly entered the Final Decree of Dissolution relying on the asset & debt calculation spreadsheet Dan's spreadsheet that had been submitted as an exhibit at trial. CP 1363, FF 3.8.
15. The trial court considered all the information available and rendered an appropriate order in regards to Pam's Motion for Reconsideration. CP 925-26.
16. The trial court properly accounted for the amount of community debt that was remaining on Dan's Citibank credit card account. CP 1363, FF 3.8.
17. The trial court properly issued judgment on issuing the Order on Dan's Motion to Enforce Letter of Distribution. CP 1934-39.
18. The trial court properly awarded Dan legal fees for satisfied judgment a year prior. CP 1939.

## **ISSUES PERTAINING TO ASSIGNMENTS OF ERROR**

The central issue pertaining to all assignments of error is whether or not the trial court based its decision(s) on all the information that was presented. Otherwise, there are no pertaining issues.

## **STATEMENT OF THE CASE**

Petitioner/Appellant Pamela Moore (“Pam”) and Respondent/Appellee Daniel Moore (“Dan”) initially separated in August of 2011. A family court commissioner issued a temporary parenting plan on September 9<sup>th</sup> 2011 that awarded Dan roughly 30% of the residential time with his daughter. In addition, Dan was ordered to a) pay a maintenance to Pam of \$1,750/month, b) child support in the amount of \$1037.60/month, and c) pay the mortgage of the family home of ~\$3,776/month, even though he was restrained from living there. In total, Dan was ordered to pay over \$6,500/month and also was forced to leave the family home. This left Dan homeless for the next two months, staying at friend’s houses and his band’s rehearsal space until he could find a place of his own. Even though Dan was earning over \$100,000/year between two work contracts, the ordered payments chewed up any remaining income above and beyond Dan’s living expenses, leaving him in an unsustainable situation.

Regardless, Dan continued to meet his financial obligations both to Pam and to the mortgage lender over the next several months. In parallel, Dan

was coming to the end of his current work contracts. He spent as much spare time as possible looking for new full time work. But one of his current employers offered a new work contract that provided a \$5,000/month base salary plus commission and an annual bonus based on performance. Even though this was less than 50% of the income Dan had been earning previously, it was the only available option at the time to keep any money coming in. So Dan accepted the new work contract, but continued his job hunting to hopefully find something that could augment the contract. It was now very clear that he would not have enough income to continue making the ordered payments.

So, Dan filed a Motion and Declaration for Temporary Order from the court. CP 270-282. Instead of granting relief, Commissioner Jeske ordered that both Pam and Dan secure a home equity loan that would be used to pay the mortgage so the parties would not lose the house. CP 541-542. Pam and Dan complied with the order and eventually secured a \$48,000 home equity loan from Boeing Employees Credit Union (BECU). However, when Dan accessed the BECU account to pay the mortgage, he discovered that all funds had been withdrawn by Pam, leaving nothing left to pay the mortgage. CP 1340; FF 2.21: 54. The result was that Dan was still ordered to pay over \$6,500/month, but he was only earning \$5,000/month pre-tax and Pam had already emptied the one account that was created specifically to provide financial relief.

Dan had no choice but to default on his maintenance, support, and mortgage payments starting in July 2012. Dan communicated this to Pam and requested that they agree to sell the family home before it was foreclosed. Pam refused to acknowledge Dan's request as well as the reality of his financial situation, and continued to reside in the family home as the home slipped deeper and deeper into foreclosure. Instead of finding her own place and her own employment, Pam kept demanding her maintenance and support payments from Dan and continued to reside in the family home.

Trial commenced the week of September 24<sup>th</sup>, 2012. In his oral ruling and the corresponding Findings of Fact, Judge Lum indicated that the possibilities of cooperative parenting between the parties was very unlikely. CP 1359, FF 2.21: 23. He also stated that the parenting plan as proposed by Dan is in the best interest of Olivia, and he would sign that plan. CP 1361, FF 2.21: 52. Regarding the division of assets, Judge Lum originally requested to put every financial asset and debt from both parties into a single spreadsheet so he would have all that information available to base his decision. Dan's counsel prepared that spreadsheet, incorporating input and information from Pam's counsel, and submitted it to the court. CP 1362, FF 2.21: 59. The court issued its order of the division of assets in accordance with the data provided on that worksheet.

Pam's claims that the trial court erred and abused its discretion are not consistent with the facts of the case nor the evidence that was presented.

Pam was denied witnesses and exhibits because, as the court found, she willfully and knowingly disregarded the deadlines in the court schedule, despite the warnings from her own counsel. CP 621-626. Although Pam continues to feel like she's been unfairly treated, she does not acknowledge her own actions that contributed to her current predicament. During the time Dan was struggling to pay all the expenses ordered of him, he asked Pam to recognize that they could no longer afford the home and needed to sell it immediately. The court eventually agreed with Dan in its Findings of Fact. CP 1360, FF 2.21: 36. But Pam remained defiant and ignored Dan's pleas to sell, which only deepened the financial hole both parties were in.

Pam needed to secure her own employment and start generating her own income. But instead she targeted Dan as the one who should be providing for her, and continued arguing that she deserved more maintenance than what the court had provided. Even after all the information was presented and arguments were heard, the court determined maintaining a strong sense of denial about her own sustainability. The trial court found there was no persuasive, credible evidence that Pam should receive maintenance for a longer period of time, or should receive additional maintenance than what had been already ordered. CP 1361, FF 2.21: 48, 50, and 51. Pam's Appeal Brief is the most recent iteration of her unwillingness to accept the court's ruling and live with the decisions that have been made, as has been demonstrated time and time again throughout these proceedings.

## STANDARDS OF REVIEW

All property, both community and separate, is before the court for distribution in a dissolution action. *Friedlander v. Friedlander*, 80 Wn.2d 293, 305, 494 P.2d 208 (1972). In a dissolution proceeding, the trial court must distribute the marital property in a manner that is 'just and equitable after considering all relevant factors.'" RCW 26.09.080. The division of property in dissolution proceeding is governed by RCW 26.09.080:

**In a proceeding for dissolution of the marriage or domestic partnership . . . the court shall, without regard to misconduct, make such disposition of the property and the liabilities of the parties, either community or separate, as shall appear just and equitable after considering all relevant factors including, but not limited to: (1) The nature and extent of the community property; (2) property; The nature and extent of the separate (3) The duration of the marriage or domestic partnership; and (4) The economic circumstances of each spouse or domestic partner at the time the division of property is to become effective, including the desirability of awarding the family home or the right to live therein for reasonable periods to a spouse or domestic partner with whom the children reside the majority of the time.**

As the court observed in *In re Washburn*, 101 Wn.2d 168, 677 P.2d 152 (1984), the division of property and liabilities under RCW 26.09.080 "is controlled not by their character as separate or community, but rather by what is just and equitable, taking into account the economic circumstances of the parties. All relevant factors must be considered by the trial court in its attempt to achieve an equitable distribution." *In re Washburn*, 101 Wn.2d at 177 (emphasis added).

Washington courts have repeatedly recognized the long-standing rule that in dividing property in a dissolution proceeding, the trial court's "paramount" concern must be the economic condition of each spouse as a result of the division. *See, e.g., In re Washburn*, 101 Wn.2d at 181; see also *In re Marriage of Dessauer*, 97 Wn.2d 831,839,650 P.2d 1099 (1982); *DeRuwe v. DeRuwe*, 72 Wn.2d 404,408,433 P.2d 209 (1967); *In re Urbana v. Urbana*, 147 Wn. App. 1, 11, 195 P.3d 959 (2008); *In re Marriage of Gillespie*, 89 Wn. App. 390, 399, 948 P.2d 1338 (1997); *In re Marriage of Williams*, 84 Wn. App. 263,268,927 P.2d 679 (1996); RCW 26.09.080(4).

Given the "paramount" concern for the parties' respective economic conditions at the time the decree is entered, a trial court's discretion in making a division of property is not unlimited. While a trial court is not required to divide community property equally, if a dissolution decree "results in a patent disparity in the parties' economic circumstances, a manifest abuse of discretion has occurred" and the court has therefore committed reversible error. *In re Marriage of Rockwell*, 141 Wn. App. 235, 243, 170 P.3d 572 (2007), *review denied* 163 Wn.2d 1055 17 (2008); see also *In re Urbana v. Urbana*, 147 Wn. App. at 10; *In re Marriage of Pea*, 17 Wn. App. 728, 731, 566 P.2d 212 (1977).

A trial court's division of property in a decree of dissolution is reviewed for a manifest abuse of discretion. *Buchanan v. Buchanan*, 150

Wn. App. 730, 753, 207 P.3d 478 (2009). A trial court abuses its discretion if its decision is manifestly unreasonable, meaning that its decision is outside the range of acceptable choices, or is based upon untenable grounds. *In re Marriage of Littlefield*, 133 Wn.2d 39, 46-47, 940 P.2d 1362 (1997). This Court reviews the trial court's factual findings for substantial evidence, which is evidence of sufficient quantity to persuade a fair-minded, rational person of the truth of the declared premise. *In re Marriage of Rockwell*, 141 Wn. App. 235, 242, 170 P.3d 572 (2007), review denied, 163 Wn.2d 1055 (2008). On review, this Court considers whether the property division is fair and equitable based on all the facts and circumstances. *Stachofsky v. Stachofsky*, 90 Wn. App. 135, 147, 951 P.2d 346 (1998), review denied, 136 Wn.2d 1010 (1998).

These statutory factors are not limiting and the trial court may consider other factors such as the age, health, education, and employability of the couple. See *In re Marriage of Tower*, 55 Wn. App. 697, 699, 780 P.2d 863 (1989), review denied, 114 Wn.2d 1002 (1990).

No single factor is conclusive or given greater weight than the others. See *In re Marriage of Konzen*, 103 Wn.2d 470, 478, 693 P.2d 97 (1985), cert. denied, 473 U.S. 906, 105 S. Ct. 3530, 87 L.Ed.2d 654 (1985); *DeRuwe v. DeRuwe*, 72 Wn.2d 404, 408, 433 P.2d 209 (1967).

A fair and equitable property division does not require mathematical precision. See, *In re Marriage of Crosetto*, 82 Wn. App. 545, 557, 918 P.2d 954 (1996). See also, *In re Marriage of Clark*, 13 Wn. App. 805, 810, 538 P.2d 145, review denied, 86 Wn.2d 1001 (1975) (noting the key to an equitable distribution is fairness). Nor does it require the court to divide the property equally. See *In re Marriage of Rockwell*, 141 Wn. App. 235, 255, 170 P.3d 572 (2007), review denied, 163 Wn.2d 1055 (2008) (affirming 60/40 property distribution). Instead, fairness is obtained by considering all the circumstances of the marriage and by exercising discretion, not by utilizing inflexible rules. See *Tower*, 55 Wn. App. at 700. Separate property is not generally subject to division between the parties. RCW 26.16.010. Separate property will remain separate property through changes and transitions, if the separate property remains traceable and identifiable *In re Marriage of Chumbley*, 150 Wn.2d 1, 5, 74 P.3d 129 (2003). Although the character of property is a relevant factor to its distribution, it is not determinative. *In the Matter of the Marriage of Konzen*, 103 Wn.2d at 478.

Child support decisions are reviewed on appeal using the same "abuse of discretion" standard utilized in reviewing a court's division of property. See, e.g., *In re: Marriage of Fiorito*, 112 Wn. App. 657, 663-64, 50 P.3d 298 (2002):

**“The amount of child support rests in the sound discretion of the trial court. This court will not substitute its own judgment for that of the trial court where the record shows that the trial court considered all**

**relevant factors and the award is not unreasonable under the circumstances.”**

When setting child support, a court is obligated to consider "all income and resources of each parent's household". RCW 26.19.071(1).2 "A trial court's failure to include all sources of income not excluded by statute is reversible error." *In re Marriage of Bucklin*, 70 Wn. App. 837,840,855 P.2d 1197 (1993). Pursuant to RCW 26.19.035(4), a trial court is required to use the state's mandatory child support worksheets in calculating child support awards.

Once each parent's net monthly income is computed, the trial court determines the "standard calculation" basic child support level from the tables in RCW 26.19.020.3 RCW 26.19.020 (1998) sets out the presumptive level of child support for combined monthly net incomes up to and including five thousand dollars. According to the statute:

**When combined monthly net income exceeds seven thousand dollars, the court may set support at an advisory amount of support set for combined monthly net incomes between five thousand and seven thousand dollars or the court may exceed the advisory amount of support set for 2 RCW 26.19.071 was amended effective October 1, 2009. RCW 26.19.071(1) was not altered by the 2009 amendment. 3 RCW 26.19.020 was amended effective October 1, 2009, and now sets the presumptive support obligations for incomes up to \$12,000 per month. This matter was decided under former RCW 26.19.020 (1998), a copy of which is attached as Appendix 8. combined monthly net incomes of seven thousand dollars upon written findings of fact**

Under RCW 26.19.075 a court may elect to deviate from the standard calculation and require more or less than the "presumptive amount of

support." See RCW 26.19.075(2). The reasons for deviation may include "sources of income" such as "possession of wealth", "nonrecurring income", "debt and high expenses" and "residential schedule". See RCW 26.19.075(1).

Under RCW 26.19.0805, a court may also deviate from the "basic support obligation derived from the economic table" (RCW 26.19.080(1 )) by ordering parents to share in particular "extraordinary health care expenses" (former RCW 26.19.080(2) (1996)) and/or "day care and special child rearing expenses (RCW 26.19.080(3)).

In making any award of child support, the trial court is required to enter "written findings of fact" supporting its decision. According to RCW 26.19.035(2):

**“An order for child support shall be supported by written findings of fact upon which the support determination is based and shall include reasons for any deviation from the standard calculation and reasons for denial of a party's request for deviation from the standard calculation. The court shall enter written findings of fact in all cases whether or not the court: (a) Sets the support at the presumptive amount, for combined monthly net incomes below five thousand dollars; (b) sets the support at an advisory amount, for combined monthly net incomes between five thousand and seven thousand dollars; or (c) deviates from the presumptive or advisory amounts.”**

Written findings of fact are similarly required for any deviation from a parent's basic support obligation. According to RCW 26.19.075(2):

**“The presumptive amount of support shall be determined according to the child support schedule. Unless specific reasons for deviation are set forth in the written findings of fact and are supported by the evidence,**

**the court shall order each parent to pay the amount of support determined by using the standard calculation.”**

Written findings are also required by RCW 26.19.075(3):

**“The court shall enter findings that specify reasons for any deviation or any denial of a party's request for any deviation from the standard calculation made by the court. The court shall not consider reasons for deviation until the court determines the standard calculation for each parent.”**

See also former RCW 26.19.020 (1998) ("The court may exceed the advisory amount of support set for combined monthly net incomes of seven thousand dollars upon written findings of fact.").

## ARGUMENT

1. The trial court's decision to award child support to Dan was based on all of the information that was presented. This includes all financial records, bank statements, work contracts, and all other relevant financial information. In the trial court's Oral Ruling on 9-27-2012, Judge Lum rationalized the need to dispel any speculation or cynicism by basing his decision on the evidence that was presented to him: RP 148-150:

*"...And I have to say all of that is speculation. I can't tell. There's no evidence that he's holding back on income and no evidence that he could go get another job. And, frankly, no evidence that she's stringing this out. All that's speculation. You know, if somebody really was cynical, one could say all of that stuff. **But I can't base my decisions on cynicism or speculation. I just have to go upon what the evidence is.***

***The evidence is that he makes what he makes, that's what he makes. And there are a lot of people in Seattle who work for start-up tech companies. That's what people do. And sometimes they hit it big down the road, and other times they got what they got; you know, and they got nothing or they got – you know, half the income they used to have, which is what this gentleman currently has. That's what the evidence is and so that's what I'm going to use on the child support worksheets.***"

2. The court found Dan's income to be a \$5,000/month base salary because that was the amount of income proven by the information submitted at trial. CP 1359, FF 2.21: 24 and 26. Pam presented no evidence to the contrary, and failed to validate her insinuations that Dan was somehow either misleading the court as to the amount of his income, or was making significantly less income by design. The court found no basis to validate these claims. CP 1359, FF 2.21: 24.

3. Because Dan had just started a new work contract, there was no established work history, precedent, or other available information upon which the court could base a decision of what a potential bonus and/or sales commission(s) could likely be in the future. Hence the trial court used all available information to render its decision on the allocation of child support. CP 1359, FF 2.21: 29.
4. The trial court was presented with Pam's work history information, which included a record of her being hired as a Buyer executive in April 2012. The trial court took that into consideration, alongside the amount that Pam would earn if she was currently on unemployment, to arrive at its calculation of an appropriate amount for transitional maintenance. The trial court relied on all the information that was presented to render its decision. CP 1361, FF 2.21: 51.
5. After the Letter of Disbursement was issued, Pam filed a Motion for Reconsideration to address this error. The trial court did recognize the error and an Order Granting In Part Motion for Reconsideration and Denying Motion for New Trial. CP 925-926. Along with this correction, the court also corrected the miscalculation of support arrears and assessing the amount of unpaid transitional maintenance. Hence there is no basis to claim that there is still an unresolved assignment of error respective to this issue.
6. See #5.
7. See #5.

8. The trial court was presented with multiple opinions as to the value of Dan's studio equipment – one from Pam based on how much she was able to sell the equipment for, one from Dan based on an assessment of what the equipment would sell for on the open market, and one opinion from trial witness Peter Mitchell. Given all this data, the court recognized that none of the reported values would likely be the correct value. Based on all the information that was presented, the court determined Dan's studio equipment value to be \$9,330 – which was an average between Dan's stated value and Pam's stated value of said equipment. CP 1363, FF 3.8. The trial court used reasonable means and fair practices based on all the information presented to reach this conclusion.
9. All the information related to Dan's 401k account, including a copy of the account statement issued by the bank that furnished the account (Fidelity Investments), was presented to the trial court. CP 2098. The trial court based its conclusion as to the value of the 401k account on all the information presented. CP 1360, FF 2.21: 39.
10. The claim that the trial court awarded Dan 100% of the joint home equity loan amount of \$48,000 is invalid. Instead of making awards, Commissioner Jeske specified exactly how an estimated amount of a home equity loan would be allocated, based on a reasonable assessment of the parties' needs and current living costs. CP 541-542. The court made a reasonable assessment of these needs from all the information that was

presented. Pam disregarded the court's order by withdrawing the entire amount of the \$48,000 home equity loan for herself, without acknowledging that withdrawal to Dan or to the court. The trial court recognized this in its Findings of Fact. CP 1361, FF 2.21: 54. The asset & debt calculation spreadsheet presented at trial properly accounted for this unapproved use of the community asset. CP 1757-1758; CP 1363, FF 3.8.

11. The claim that the trial court awarded Dan 100% of the joint tax refund of \$11,500 is invalid. The amount of the 2010 joint tax return was included as one of the parties' communal assets in the asset & debt calculation spreadsheet presented at trial. CP 1757-1758. Further evidence was presented to the trial court which demonstrated that Pam deposited the tax refund into the joint home equity account, and then withdrew the cash amount of that refund for herself, without any acknowledgement to Dan or to the court. The trial court relied on all the information presented to determine a reasonable division of assets. CP 1362, FF 2.21: 55.
12. The trial court was presented with evidence that showed a \$12,000 charge placed on Dan's Citibank credit card by Pam as a retainer payment for her divorce attorney. CP 2235-2281. Pam charged this amount right after the time of separation, and never received Dan's approval for the transaction. The trial court determined that the amount of this transaction, coupled with accrued interest, would be classified as Pam's personal debt and would need

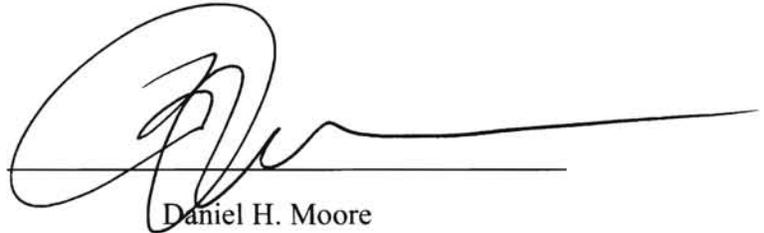
to be included as such in the asset & debt calculation spreadsheet. CP 1363, FF 3.8.

13. The claim that the trial court abused its discretion by not accounting for Pam's post-separation liabilities is invalid. Both parties submitted complete financial records, both past and present, for the trial court to consider in its decision making. The trial court had complete visibility of this information, and based its decision on that information presented. CP 1360, FF 2.1: 32, 33, 34, 50, and 51.
14. This "spreadsheet" in question was the asset & debt calculation spreadsheet that was approved, and even recommended, by the trial court as a means of understanding all of the parties' assets & debts such that it could reach the most reasonable means of dividing any remaining assets. CP 1363, FF 3.8
15. The trial court had full visibility and access to all relevant submitted documentation with which to reconsider its decision(s), as had been requested by Pam. The decision reached in its Order that resulted in Pam's Motion for Reconsideration was based on all available information. CP 1934-1939.
16. Dan submitted all required financial documentation to the court that accounted for all transactions made on the Citibank credit card back to the original date of separation. CP 2235-2281. The court had complete visibility of all credit card transactions and corresponding dates, and made its determination based on all the information that was presented. CP 1939.

17. Both parties originally agreed that all the proceeds arising from the pending sale of their home would be deposited into a joint bank account, awaiting the decision of the trial court regarding the final division of assets. The Letter of Distribution was submitted as a simple way to communicate the summary decision of the court directly to the bank, so the bank could disburse the funds appropriately. The trial court reviewed the proposed Letter of Distribution in accordance with their ruling on the case and in consideration of all the information that was presented therein, and approved the Letter for use. CP 1939.
18. The trial court found that Pam had a history of sanctions and attorney fees being awarded against her. CP 1935, lines 3-4. The court was presented with all the relevant information regarding the rationale and validity of claims to recoup legal fees, and the court rendered its decision(s) accordingly. CP 1939.

I, the undersigned, declare under penalty of perjury that the foregoing is true and correct and that I am a resident of the State of Washington over the age of 18 years.

DATED: May 14<sup>nd</sup>, 2014:

A handwritten signature in black ink, appearing to read 'D. Moore', is written over a horizontal line. The signature is stylized with a large loop at the beginning and a long horizontal stroke extending to the right.

Daniel H. Moore

Pro Se

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