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No. 64376-2-1

IN THE COURT OF APPEALS
OF THE STATE OF WASHINGTON
DIVISION ONE

In re the Marriage of

SOHEILA BODAGHI
Respondent

and

MOHAMMED VAHID DANESH-BAHREINI
Appellant.

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COURT OF APPEALS
FILED
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ON REVIEW FROM THE SUPERIOR COURT OF THE
STATE OF WASHINGTON FOR KING COUNTY

BRIEF OF RESPONDENT

SOHEILA BODAGHI
Pro Se
13188 SE Newport ways M#102
Bellevue, WA 98006
425-753-9005

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I. INTRODUCTION

The parties, who were married for 19 years, separated in July 2008 when the wife filed a petition for order for protection and petition for dissolution. The wife took those steps in order to escape the husband's long-standing pattern of harassment and emotional abuse related to his obsessive and false belief that she had had a relationship with the opera star Placido Domingo. The trial court found that "there was a history of intentional harassment of the wife by the husband," CP 152, and further found that "The father's involvement or conduct may have an adverse effect on the child's best interests because of the abusive use of conflict by the parent which creates the danger of serious damage to the child's psychological development." Supp. CP ____ (sub 115D: Parenting Plan, at ¶ 2.2).

During the 3-4 months prior to the parties' separation, the husband's pattern of harassment shifted in its focus to financial threats and abuse. After the case was filed, the harassment took the form of pervasive litigation intransigence, CP 154, and repeated breaches by the husband of his fiduciary duty to preserve community assets, CP 152. The husband's intransigence and breach of fiduciary duty both diminished the pool of community

assets available to divide, CP 152, and resulted in the wife's having to incur massive attorney's fees and costs as she struggled to ensure that community assets did not simply disappear. CP 153-154.

After a trial lasting more than four weeks, in which 26 witnesses testified and 311 exhibits were admitted, the Court entered final orders, which carefully considered the parties' assets and relative circumstances. There was substantial, indeed overwhelming, evidence to support the court's findings, many of which are not challenged, and therefore are verities on appeal. To the extent the court can discern challenges to the factual findings in the Appellant's brief, it will be impossible to review and assess those challenges because the Appellant has provided limited and inadequate portions of the record.¹

The appeal itself, including the husband's repeated failure to adhere to the Court rules or comply with the Court's orders, provides a window through which the Court of Appeals can see the very same pattern of intransigence and why the litigation below became so complicated and costly. Because the husband has

¹ Of the 26 witnesses at trial, Appellant has provided transcripts of just the two parties' testimony. He has designated none of the 311 exhibits, though a few of them, which were duplicated in the docket, are part of the designated Clerk's Papers.

failed to state errors in a comprehensible manner, to identify portions of the record that support his claims, or even to provide a record which would allow the Court to evaluate his claims, his appeal should be denied, the trial court orders should be affirmed, and he should be ordered to pay the wife's attorney's fees and costs associated with this appeal based on his ongoing intransigence.

II. ISSUES IN RESPONSE

1. Should the trial court's orders be affirmed because the appellant has failed to provide an adequate record for review?
2. Are the findings of fact verities on appeal and are the appellant's issues unsupported by argument and authority?
3. Did the trial court act within its discretion when it distributed the assets of the marriage, in light of the different economic circumstances of the parties, the lack of a maintenance award, though justified, and the husband's conduct in dissipating assets?
4. Did the court act within its discretion when it awarded to the husband the business he successfully operated for years, until he chose to stop operating it, and which the court could have, but did not, value at \$600,000, valuing it instead at zero?

5. Should the court order the husband to pay the wife attorney's fees that she has incurred to obtain assistance from counsel related to the appeal?

6. If, notwithstanding the deficiencies in the appeal, and the abundant support in the record for the trial court's findings, the Court grants Appellant relief and remands to the trial court for further action related to the division of assets, should the Court also remand the issues of whether spousal maintenance should be ordered and whether a value should be placed on ENI since the husband is continuing to operate it?

III. RESTATEMENT OF THE CASE²

A. BACKGROUND RE MARRIAGE AND EMPLOYMENT.

The parties were married in Tehran, Iran, in 1989. They have two children – a son, Kaveh, who was starting his sophomore year at Duke University at the time of trial, and a daughter, Bahareh (also known as “Nataliya”), who was 13 and starting 8th grade at the time of trial.

² All of the facts in this section are supported by trial testimony, much of which was unrebutted. References to the transcript are not provided because the electronic transcripts supplied by the appellant to the respondent do not coincide with the transcript filed with the court so it is impossible to provide accurate citations.

Prior to the parties' marriage, Soheila was living in Tehran and working in broadcasting. She had never lived in the United States and had very limited English-speaking ability. Since coming to the United States, Soheila has become a citizen and taken language and other courses at Bellevue Community College and earned an MBA from City University in Bellevue. At trial she testified that she was able to complete her MBA courses only with considerable assistance from Vahid. Other than working part-time as a bookkeeper for the parties' business in 2003 and in 2006-2007, Soheila's only other employment involved working part-time at City University at minimum wage.

At the time of the parties' marriage in 1989, Vahid was already residing in the Seattle area, working as an engineer at Boeing. After the marriage, Vahid continued to work as an engineer at Boeing, with his base salary increasing from \$25,000 in 1984 to \$61,550 at the time he left Boeing in 1998. Vahid started Engineering Network International ("ENI") in 1996, prior to leaving Boeing. In order to have ENI certified as a Women/Minority-Owned Business, Soheila was nominally made its Chief Executive Officer in some documents and was assigned 51% interest in some documents (others said she had 50%). However, she never acted

as CEO. She spent time at ENI in 2003 when Vahid insisted it was important that she have a presence in the office and did perform part-time bookkeeping work for ENI for a 10-month period in 2006 and 2007. Other than that limited work for ENI and her educational efforts described above, Soheila devoted herself to the children and was available to meet their needs on a full-time basis.

Vocational expert William Skilling testified at trial, and the trial court determined, that "Without further training the wife currently has the ability to earn no more than \$10 to \$12 per hour" and that if the wife pursued her plan to become a CPA, which would take her two years and require her to pass the CPA exam, she would be able to earn approximately \$42,000 annually. CP 152; TE 104.

Vahid worked full-time as the owner and President of ENI from 1998 until ENI was temporarily closed during the spring of 2009. ENI was a telecommunications business. As set out in the ENI and personal tax returns, Trial Exhibits (hereinafter "TE") 11-14, 103, 301-304 and 315-319, and summarized in the Business Valuation Report of Steve Kessler dated 11/30/08, TE 114, ENI proved quite profitable. From 2003 through 2008, ENI had between \$2.15 million and \$3.43 million in sales annually and earned

between \$153,136 and \$577,724 in net income, after paying the parties each a \$65,000 salary. Between 2004 and 2008, the parties had at least \$365,000, and as much as \$707,000, in personal income annually through ENI. As described in more detail below, shortly after the filing of the dissolution action, Vahid announced that ENI was no longer viable and had to be closed down.

At the time of trial, ENI was shut down and Vahid testified that he was beginning full-time work for a company based in Texas and would be earning \$62,000 annually. He had been offered the job via e-mail the night before the parties engaged in mediation. TE 101. At trial he produced a single paystub showing his salary, which was admitted as TE 585. The trial judge accepted that as the Appellant's income for purposes of child support. The trial court found, based on all of the evidence before her, that "The husband is a smart, resourceful good business man who created, ran, and almost solely maintained a profitable and successful business ENI" and that "The husband will continue to have much greater earning ability than the wife will ever have." CP 152.

B. PATTERN OF HARASSMENT LEADING TO SEPARATION.

Immediately after the parties' marriage in 1989, while traveling from Iran to Los Angeles (where she stayed with her sister for a week before joining Vahid in Seattle), Soheila had a chance and brief meeting with Placido Domingo in the Frankfurt and Los Angeles airports. Ten years later Vahid learned of that brief encounter and developed an obsessive belief that Soheila had had an affair with Mr. Domingo. Parenting Evaluator Kelly Shanks' report (TE 53) contains extensive and detailed history of the parties' relationship, and of Vahid's psychologically abusive and controlling conduct toward Soheila related to this issue. Vahid's relentless harassment of Soheila was physically and emotionally debilitating to her. Following an extended period of interrogation by Vahid over two days on June 10 and 11, 2008, Soheila went to the emergency room after she experienced headache, shortness of breath, weakness on one side, and heart palpitations likely induced by stress. TE 70.

Earlier in 2008 Soheila had begun to confide in her family about what was going on. Her brothers were quite concerned about Soheila, stayed in closer communication and traveled to visit her so that they could observe the situation. Soheila began

contemplating leaving what had become an unbearable situation – a situation that was compromising her physical and emotional health. Vahid then targeted Soheila’s older brother Sohrab in an effort to drive him away and isolate Soheila. In early 2008 Vahid made several comments to Soheila and her brothers indicating that if she divorced him, he would ruin Soheila financially and leave her with nothing. Beginning in March 2008 Vahid removed more than \$1,000,000 from ENI’s US Bank business bank account without notice or explanation to Soheila; in May of 2008 removed Soheila from the ENI payroll and transferred her salary to himself; and terminated Soheila’s access to company bank accounts and credit cards.³

Fearful about Vahid’s increasingly erratic behavior and his financial threats and conduct, Soheila filed for dissolution in July, 2008. As part of her initial filing, Soheila petitioned for a Domestic Violence Protection Order. Shortly after the initial orders were entered, Vahid confirmed that, as Soheila suspected, he had withdrawn nearly \$1 million from the business bank account in March and June 2008, and deposited it to separate accounts in his own name (which he explained after the fact as an effort to protect

³ For many years ENI paid each party a salary of \$65,000 without regard to whether Soheila was actually working in the business.

the funds from Soheila). TE 342-343 and 348-350. On July 8, 2008, Vahid "repaid" a \$150,000 loan to the business and on July 25th, after the case was filed, he returned an additional \$867,000 to the U.S. Bank business account.

C. PATTERN OF CONDUCT DURING PENDENCY OF CASE IN TRIAL COURT.

The parties separated on July 23, 2008, when Soheila filed for dissolution and sought and obtained a temporary Order for Protection and Ex Parte Restraining Order following a contested hearing in the Ex Parte Department where both parties appeared and were represented by counsel. Subsequent to entry of those orders, the parties agreed to arbitrate all temporary motions and discovery matters with Arbitrator Lawrence Besk, agreed to some interim financial arrangements in which Vahid would continue to pay joint bills, and continued the ex parte orders in effect indefinitely pending arbitration. CP 223-230. By agreement of the parties, Kelly Shanks, M.Ed., was appointed to complete a parenting evaluation.

Notwithstanding the entry of the Ex Parte Restraining Order and Temporary Order for Protection in late July, during August and September 2008 Vahid communicated with several members of Soheila's family and sent messages to members of their Iranian-

American community of friends to try to persuade Soheila to reconcile with him. During this same timeframe Vahid was in e-mail communication with his brother Saeed (a brother from whom he claimed to be estranged); Saeed urged Vahid to squeeze Soheila financially by, among other things, claiming that depression and stress related to the divorce would prevent him from continuing to operate ENI. TE 246.

In October 2008, Soheila communicated through family members and friends that she was not open to reconciliation. Within days, Vahid suddenly announced that the previously lucrative ENI was no longer financially viable and needed to be closed down immediately.

Vahid initially tried to close ENI within a few days and called a board meeting to which he invited Soheila (even though the Order for Protection would have precluded them from both being present). Soheila sought and obtained an emergency order from the Arbitrator precluding him from closing the business pending arbitration on that issue. CP 12-14. The next arbitration, which took place in December 2008, involved the question of whether ENI would be closed and issues related to temporary financial arrangements for the parties.

Initially Soheila opposed the closure of ENI. Ultimately, as reflected in the Arbitrator's January 20th and February 18th arbitration rulings (TE 2 and 3, CP 15-36), she decided that there was no way for her to compel Vahid to continue to operate the business and that, if he continued to so, there would be no way for her to ensure that remaining business assets were preserved. Accordingly, Soheila reluctantly agreed that ENI would have to be shut down.⁴

Although the Arbitrator had made comprehensive rulings regarding temporary financial arrangements, Soheila had to resort to arbitration repeatedly when Vahid failed to comply with the Arbitrator's orders. Among other issues, Vahid repeatedly used joint funds to pay his personal expenses; failed to provide information about expenditures; and failed to cooperate in reasonable steps to be taken related to the parties' assets. Mr. Besk's arbitration rulings are found at TE 1-10, 271, 276 and 442;

⁴ Soheila's agreement to shut down ENI was conditioned on the \$544,000 in goodwill that Steve Kessler had determined to exist in ENI being treated as an asset awarded to Vahid, which would have resulted in Soheila receiving more of the other assets. TE 3. The Arbitrator declined to make that ruling. The trial court likewise declined to assign the goodwill to Vahid. Contrary to the implication in Assignment of Error 1(f), although there was substantial evidence presented at trial which contradicted Vahid's claims that the business was no longer profitable and had to be shut down, the trial court did *not* assign a value to ENI and instead awarded the business to Vahid with a zero value.

some are also at CP 12-14, 15-36, 37-38. A table summarizing the arbitration rulings is attached as Appendix A. As of June 2009, although orders and clarifying orders had been in place for six or more months regarding which expenses could be paid with joint funds, Vahid continued to pay his separate credit card and line of credit using joint funds via autopay provisions. TE 18. One of the Arbitrator's last rulings, TE 271, which deducted money from Vahid's predistribution for trial expenses to repay joint funds he had used for separate expenses, was obsolete before it was entered because Vahid continued to use joint funds to pay his separate credit card and line of credit in June.

Examples of other issues which required Arbitrator intervention, and in some cases multiple Arbitrator interventions, included whether to rent or sell an empty home the parties owned in Renton⁵; Soheila's access to keys to various properties and vehicles; reimbursement of child-related expenses which had been required to be reimbursed by earlier arbitration rulings; division of

⁵ Vahid reversed his position on that several times (when Soheila proposed renting the home, he said it should be sold; when she agreed to sell it, he said it should be rented) until the Arbitrator ordered the home put on the market. Vahid then failed to cooperate in selecting a realtor and preparing the house for sale so the Arbitrator gave Soheila sole authority to do so.

the parties' personal property; and provision of information regarding various bank withdrawals and checks.

Because of Vahid's persistent violation of the Arbitrator's rulings, Soheila brought a series of motions for arbitration, which resulted in the Arbitrator placing greater and greater restraint on Vahid's discretion and control over the business closure and over the parties' finances. Ultimately, the Arbitrator ruled that a special master would be appointed to close down ENI and that Soheila would have control over the parties' personal accounts and payment of the parties' joint bills. TE 5.

Initially the Arbitrator ordered that a special master would be appointed from a list of three possible special masters. It emerged that the special master agreed by both counsel, Miles Stover, was unwilling to take the assignment unless he was appointed as a general receiver for ENI. Without fully understanding the ramifications of appointing him as a receiver, counsel *for both parties* agreed that Mr. Stover could be appointed as receiver. Subsequently, Soheila's counsel did further research and realized that appointment of a receiver would result in freezing all of ENI's liquid assets, making them unavailable to the parties for a period of months, and perhaps years. Because both parties were reliant on

ENI cash reserves to pay their mortgages and living expenses, and to provide support for their children, that was not feasible. Counsel for *both parties* then agreed that a receiver should not be appointed after all. While Vahid tried at trial, and continues on appeal, to make an issue of the change of plans regarding the special master/receiver, the time and cost involved in that misstep was minimal. Moreover, the trial court found that the “special master/general receiver issue came about because the arbitrator determined that the husband could not be trusted with the assets of ENI. Any costs incurred as the wife and her counsel attempted to get a neutral in place relate back to the husband’s breach of fiduciary duty.” CP 153.

The parties entered an Agreed Order specifying a process for clearing out ENI’s physical office. CP 231-235. Vahid’s new (third) set of counsel, who were just familiarizing themselves with the situation, worked diligently to address the office closure situation, but were not able to agree on how to proceed on other ENI closure issues. On May 27, 2009, Mr. Besk issued a ruling (TE 9) “ratifying the agreement of the parties to cancel the receiver” but reserving to trial the issue of responsibility for costs “in lieu of receiver.” After that time, a number of issues related to ENI and its

closure were handled by agreement through counsel, in part using the services of the parties' and ENI's CPA, Marc Hutchinson and his colleague Bill Cherry. However, other issues could not resolved because of Vahid's unwillingness to take any action, even when agreed, on ENI business because he had been "removed."

Trial started with a number of the issues related to closure of the business still unresolved and with several issues pending before the Arbitrator.

D. BREACH OF FIDUCIARY DUTY RE COMMUNITY ASSETS

Vahid's actions not only violated Arbitrator's rulings and court orders but also violated his fiduciary duty to preserve community assets. In addition to Vahid's destruction of community assets and income through his insistence that what had been a very profitable business needed to be closed, Vahid engaged in multiple breaches of his fiduciary duty during the closure process itself, ultimately leading to a finding by the arbitrator that he had breached his fiduciary duty such that a neutral had to be appointed.

The most egregious instance related to Vahid's proposal that over \$200,000 be paid to an entity in India (the Aster Debt). After the Arbitrator's ruling that the business would be closed, and at a time when Vahid no longer had sole authority to make decisions on

behalf of ENI, Vahid unilaterally had an attorney, Michael Galletch, make an offer of settlement of over \$200,000 to an entity in India to settle an alleged debt from 1999/2000, and then pressed Soheila to authorize payment quickly prior to seeing any documentation or understanding the basis for the claim. Vahid never did provide a clear explanation or documentation for the debt and initially blocked Soheila's attempt to obtain copies of documents from the attorney.

After Soheila spent thousands of dollars in attorney's fees to try to ferret out the truth regarding the Aster debt, Vahid admitted in the arbitration and later at trial that he had no idea whether the person whom he proposed to pay (who happens to be a business associate of his brother Saeed's) was authorized to act on behalf of the entity to which the debt allegedly was owed, and that prior to pressing Soheila to authorize payment he had done no research and obtained no information regarding the statute of limitations and whether the debt was even collectible. After being confronted with this information, Vahid changed his story about why the debt was owed and then claimed that it should be paid anyway because of potential tax liability – a claim that was contradicted by testimony from CPA Steve Kessler. The trial court ratified the Arbitrator's findings that the Aster debt was time-barred and that Vahid's

actions related to the Aster debt were “an attempt by the husband to give away community funds, and a violation of the husband’s fiduciary duty to protect community assets.” CP 39-44. While the Aster debt was the largest example, it was far from the only example of Vahid breaching his fiduciary duty to preserve community assets.

E. DEFICIENCIES IN APPEAL.

Just as Vahid’s actions at the trial level frustrated efforts to get at the facts and resolve the issues, Vahid’s conduct of this appeal has made it difficult, if not impossible, for Soheila to respond and for the Court to evaluate his claims.

The Argument section below will address the legal implications of his deficiencies but the facts regarding those deficiencies are set out here:

- Appellant’s brief at pp. 26-28 lists 704 pages of Appendices, many of which were not part of the record below. Those appendices were not attached to the brief provided to the Respondent who learned, only by traveling to the court and reviewing the file, that they are not actually part of the court record. If those Appendices are somewhere in the Court of Appeals record or file they should be stricken.

- Appellant did not designate any of the trial exhibits though his brief refers to some of them (in vague references – not by exhibit number).
- On January 8, 2010 this Court dismissed the appeal due to Appellant's failure to timely file a Statement of Arrangements after several warnings. The Court then reinstated the appeal on April 26, 2010 and gave Appellant 45 days to file the verbatim report of proceedings. He did not do so on a timely basis. Moreover, the verbatim report proceedings he identified are partial only, omitting multiple proceedings necessary for review. For example, Appellant's brief makes reference to the reports of CPA Steven Kessler and parenting evaluator Kelly Shanks, but he has not designated their reports or provided transcripts of their trial testimony; the Appellant's brief likewise makes reference to the values of the parties' homes but he fails to include the testimony of the two real estate appraisers.
- Not only did Vahid order only a partial record, the verbatim reports he did file with the Court and provide to Respondent do not include all of the days listed in his Amended

Statement of Arrangements. Respondent has only a “partial” record of the “partial” record.

- **The copies of the verbatim reports Appellant provided to the Respondent do not correspond to what is in the Court of Appeals file. There is at least one report Respondent was provided which has not been filed with the Court of Appeals. More problematically, the transcripts Respondent has provided are different from those filed and have page numbers, which vary significantly from those, filed with the court. As an example, attached as Appendix B1-3 are the copies of the same sections of transcript filed with the Court and in two versions provided to the Respondent.**
- **The biographical information included at pages 9-14 of Appellant’s brief contains no record cites and much of it is information that was not presented in the trial court.**
- **The appellant’s brief contains no record cites but only has references to the Appendices which were not filed or provided to Respondent and, to a large extent, were not a part of the record below.**

- **Many of the sub-assignments of errors make claims about the trial court's findings or the record that are simply incorrect. A non-exclusive list of list of inaccuracies and misstatements includes:**
 - **1b. The trial court *did* set aside funds for the TNS lawsuit and attorney's fees.**
 - **1f. The trial court specifically declined to use the value of ENI as a going concern.**
 - **1g. This misconstrues the history of the Arbitrator's rulings. The Arbitrator reversed the order appointing a receiver so no such "binding Arbitrator's order" existed at the time of trial for the trial court to follow or not follow.**
 - **1k. The trial court did recognize the binding nature of the arbitration proceedings and relied on them.**
 - **2c. The amount of attorney's fees addressed in prior arbitrations and paid by Appellant to Respondent was quite limited and the trial judge specifically took those into account.**
 - **2t. This refers to events that allegedly occurred subsequent to trial.**
 - **2o. This misrepresents the record on this issue.**
 - **3c. There was no evidence in the record regarding what (if any) portion of the VIP account accrued prior to marriage, so the trial court was not able to address Appellant's claim that a portion of the asset was his separately property. Clearly the trial court recognized that Appellant's retirement accrued prior to the marriage was separate property since it awarded to the Appellant as his separate property his interest in the Boeing defined benefit pension.**

- 3m The Appellant himself testified that his salary would be \$62,000 and argued for use of that figure for child support purposes.

Additional facts are addressed in the argument section below.

IV. ARGUMENT IN RESPONSE

A. STANDARD OF REVIEW.

In the distribution of property and liabilities at dissolution, what controls is the statutory mandate to be just and equitable. RCW 26.09.080. In respect of that goal, the court's paramount concern when distributing property is the economic condition in which the decree leaves the parties. *In re Marriage of Terry*, 79 Wn. App. 866, 871, 905 P.2d 935 (1995). See, also, RCW 29.09.080(4) (court must consider economic circumstances of the parties).

Importantly, “[t]he key to equitable distribution of property is not mathematical preciseness, but fairness.” *In re Marriage of Tower*, 55 Wn. App. 697, 700, 780 P.2d 863 (1989) (quoting *In re Marriage of Clark*, 13 Wn. App. 805, 810, 538 P.2d 145 (1975)). And, of course, what is fair is generally for the trial court to decide, a decision that will not be disturbed on appeal absent a manifest abuse of discretion. *In re Marriage of Konzen*, 103 Wn.2d 470,

477-478, 693 P.2d 97 (1985); accord *Marriage of Washburn*, 101 Wn.2d 168, 179, 677 P.2d 152 (1984). Thus, in his appeal, Vahid bears a “heavy burden.” *In re Marriage of Landry*, 103 Wn.2d 807, 809, 699 P.2d 214 (1985). Simply, he must show that “no reasonable judge would have reached the same conclusion” as did the judge here. *Id.*, at 809-810.

Moreover, he must carry this burden without retrial of the factual issues, since the trial court's findings of fact will be accepted as verities on appeal as long as they are supported by substantial evidence in the record. *In re Marriage of Thomas*, 63 Wn. App. 658, 660, 821 P.2d 1227 (1991). After all, it is the trial court's role to resolve any conflicts in testimony, to weigh the persuasiveness of evidence, and to assess the credibility of witnesses. *State v. Camarillo*, 115 Wn.2d 60, 71, 794 P.2d 850 (1990). For these reasons, decisions in dissolution proceedings will seldom be changed on appeal. *Marriage of Landry*, 103 Wn.2d at 809. All of these principles apply here to require the trial court be affirmed.

B. THE FINDINGS OF FACT ARE VERITIES ON APPEAL BECAUSE THEY ARE NOT CHALLENGED, ARE SUPPORTED BY SUBSTANTIAL EVIDENCE, OR BECAUSE THE RECORD PROVIDED BY THE HUSBAND IS INADEQUATE TO REVIEW.

The procedural history of this case on appeal is a carbon copy of the conduct that proved so expensive and frustrating at trial. Without repeating these facts, which are recited above, Vahid's conduct of the appeal has substantially hindered Soheila's ability to respond and, likewise, poses a virtually impassable obstacle to this Court's review. As but one example, the report of proceedings omits huge portions of fact testimony by all of the witnesses but the two parties. It is Vahid's duty to perfect the record for appeal. RAP 9.2. "An insufficient record on appeal precludes review of the alleged errors." *Bulzomi v. Dep't of Labor & Indus.*, 72 Wn. App. 522, 525, 864 P.2d 996 (1994). Moreover, Vahid fails to assign error to the court's findings. Unchallenged findings are verities on appeal. *Cowiche Canyon Conservancy v. Bosley*, 118 Wn.2d 801, 808, 828 P.2d 549 (1992). Likewise, his challenges to the court's decision are conspicuously lacking argument and authority. This court does not consider arguments that are not supported by any reference to the record or by any citation to authority. *Cowiche Canyon*, 118 Wn.2d at 809.

This court is not obligated to search the record for evidence supporting a party's claim of error. *See Heilman v. Wentworth*, 18 Wn. App. 751, 754, 571 P.2d 963 (1977). Because of these defects alone, the trial court's orders should be affirmed. *Hyatt v. Sellen Constr. Co.*, 40 Wn. App. 893, 895, 700 P.2d 1164 (1985) (where appellant fails to provide adequate record for review, appellate court must affirm trial court's ruling). *Soheila is similarly hindered in her efforts to respond to Vahid's appeal*. Nevertheless, Soheila attempts below as best she can under these difficult circumstances.

C. THE COURT DID NOT ABUSE ITS DISCRETION IN THE DISTRIBUTION OF THE ASSETS.

Vahid challenges as inequitable the court's distribution of assets, which he describes as a 20/80 distribution. Assignment of Error 1. However, "the economic condition in which a dissolution decree leaves the parties is a paramount concern in determining issues of property division and maintenance." *In re Marriage of Washburn*, 101 Wn.2d 168, 677 P.2d 152 (1984), *citing DeRuwe v. DeRuwe*, 72 Wn.2d 404, 408, 433 P. 2d. 209 (1967). Here, those considerations clearly justify a disproportionate distribution. Not only has Vahid had long-term successful employment as an engineer, he also has a demonstrated ability to generate a great

deal of income running a business. By contrast, Soheila has little to no actual job experience; she spent her best earning years doing the majority of the family's domestic labor; and she has limited opportunities to re-enter the workforce in any way comparable to Vahid, as was made clear by the testimony of the vocation specialist. See, e.g., CP 152. Especially given the court's decision not to award maintenance, a disproportionate award was clearly warranted. See, e.g., *In re Marriage of Donovan*, 25 Wn. App. 691, 696-697, 612 P.2d 387 (1980) (two-thirds of net assets to wife in fourteen-year marriage based on consideration of all circumstances).

Moreover, in this case, an additional and significant factor justified the disproportionate award – Vahid had manipulated and wasted, or caused to be wasted, considerable assets of the community and he had reduced his income substantially such that he could not pay maintenance, though maintenance was clearly warranted. Consequently, in lieu of maintenance, the court awarded Soheila a disproportionate share of the assets. CP 152(Findings, ¶ 2.12). Vahid has not challenged these findings, which the record amply supports.

Finally, the manner in which the court awarded to Vahid the family's business underscores how equitable is the solution the court reached. Despite the evidence of CPA Steve Kessler that the business, as a going concern, had a value of \$600,000, the court valued it at zero and gave it to Vahid. Thus, the court placed in Vahid's hands an asset he had built and had dismantled, for no apparent business reason, and which, by all rights, he could just as easily reinvigorate.

Finally, though the reasons above are sufficient to justify the court's distribution, yet another reason existed: Vahid's conduct that resulted in diminution of the assets. CP 152 (FOF, ¶ 2.12). Repeatedly, Vahid violated the principle that "the community estate should not be subjected to depletion by the conduct of a spouse which will not benefit the community estate economically." Weber, 19 Wash. Prac., Fam. and Community Prop. L. § 12.2. In Washington, the relationship between husband and wife is not an arm's length relationship, but one of trust and confidence, with each bearing the other a fiduciary duty. *In re Marriage of Hadley*, 88 Wn.2d 649, 665, 565 P.2d 790, 798 (1977) (Horowitz, J. dissenting opinion), citing *Friedlander v. Friedlander*, 80 Wn.2d 293, 494 P.2d 208 (1972) and *Hamlin v. Merlino*, 44 Wn.2d 851, 272 P.2d 125

(1954). That duty includes the duty to “manage the community property in the best economic interests of the community.” Weber, 19 Wash. Prac., Fam. and Community Prop. L. § 12.2; *Stewart v. Bank of Endicott*, 82 Wash. 106, 112, 143 P. 458, 460-461 (1914) (in managing the property the husband “can neither beggar his family nor use the community personal property to gratify a caprice to thwart the law, or for his own personal aggrandizement”).

Vahid’s persistent efforts to ruin the community estate, in breach of his duty to do precisely the contrary, were properly considered by the court.

Furthermore, Washington law is well-settled that conduct affecting the economic community – positively and negatively – is relevant to property distribution decisions. See *In re Marriage of Williams*, 84 Wn. App. 263, 270-271, 927 P.2d 679, review denied 131 Wn.2d 1025, 937 P.2d 1102 (1996). The courts have repeatedly permitted the consideration of conduct resulting in the dissipation or wasting of assets or the unnecessary accumulation of debts and liabilities. See, e.g., *In re Marriage of Clark*, 13 Wn. App. 805, 808-809, 538 P.2d 145, rev. denied, 86 Wn.2d 1001 (1975); *In re Marriage of Steadman*, 63 Wn. App. 523, 526-528, 821 P.2d 59 (1991) (court may consider spouse’s conduct in deliberately

incurring unnecessary tax liabilities); *In re Marriage of Wallace*, 111 Wn. App. 697, 707-709, 45 P.3d 1131 (2002) (court may consider spouse's waste or concealment of assets); *see also In re Marriage of White*, 105 Wn. App. 545, 551, 20 P.2d 481 (2001). Here, Vahid's deliberate dissipation of the assets and his breach of his fiduciary duty provided further justification for the court's distribution.

D. THE TRIAL COURT DID NOT ERROR WHEN IT AWARDED ENI TO VAHID, INCLUDING LIABILITIES.

As described above, the court awarded to Vahid the company he had formed and successfully run and, then, dismantled. CP 156 (Findings, ¶ 2.21 #3). Included in this award was a potential liability (lawsuit) and some potential assets (receivables, possible ability to sell, see Ex. 101, saleable assets). Given that Vahid had exercised sole control over the asset, creating both the assets and liabilities, it made complete sense for the court to give it to Vahid as a package. In any case, Vahid fails to establish either by providing an adequate record or by supporting his challenge with argument and authority, that the court abused its discretion.

E. THE TRIAL COURT DID NOT ERROR WHEN IT ORDERED THAT SOHEILA CONDUCT THE LIQUIDATION OF VARIOUS ASSETS FOR PURPOSES OF DISTRIBUTION.

It seems that Vahid complains that the court placed Soheila in charge of liquidating various assets the parties agreed should be sold and their proceeds distributed. Issue Pertaining to Assignment of Error 4.0. If Vahid argues this issue, beyond this issue statement, Soheila cannot find it. In any case, it is hard to see any sensible aspect to this argument. Vahid had repeatedly demonstrated he could not be trusted to manage the couple's assets. Moreover, Soheila had every motivation to maximize value in liquidating the assets. Certainly, Vahid fails to show any prejudice to him from this arrangement.

F. THE TRIAL COURT DID NOT ABUSE ITS DISCRETION WHEN IT AWARDED ATTORNEY FEES.

The manner in which Vahid has conducted his appeal markedly undermines his challenge to the trial court's finding of intransigence and its award of attorney fees. Certainly, Vahid fails to demonstrate an abuse of discretion, including by failing to provide a record adequate to review the bases for the court's extensive findings. CP 153-154 (Findings, ¶ 2.15). These findings are verities and they establish that Vahid drove up the cost to

Soheila of this trial to over \$400,000 through financial misconduct, litigiousness, noncompliance with agreements and orders, etc. CP 153. He led everyone over hill and over dale to accomplish what should have been a relatively straightforward dissolution. He is intransigence personified.

A trial court's decision whether to award attorney's fees will not be overturned absent an abuse of discretion. *In re Marriage of Mathews*, 70 Wn. App. 116, 125, 853 P.2d 462, review denied, 122 Wn.2d 1021 (1993). In particular, the law is well established that such intransigence will support an award of attorney's fees regardless of financial ability. *Fleckenstein v. Fleckenstein*, 59 Wn.2d 131, 133, 366 P.2d 688 (1961); *In re Marriage of Crosetto*, 82 Wn. App. at 563; *In re Marriage of Morrow*, 53 Wn. App. 579, 590, 770 P.2d 197 (1989). In light of the findings, the court properly held Vahid responsible for a portion (less than a quarter!) of Soheila's attorney fees.

G. MOTION FOR ATTORNEY FEES ON APPEAL

For the same reasons as justified an award of attorney fees at trial, fees should be awarded here to Soheila, who has had to obtain some legal assistance to meet the challenge Vahid brings to the trial court's orders. Her effort has been exacerbated by the

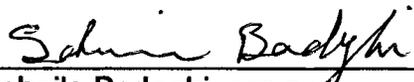
manner in which Vahid has proceeded. As this Court has held, an award of attorney fees is justified where the conduct of one of the parties causes the other "to incur unnecessary and significant attorney fees." *Burrill v. Burrill*, 113 Wn. App. 863, 873, 56 P.3d 993, 998 (2002). Similarly, attorney fees are justified when an appeal is frivolous. RAP 18.9 permits this Court to sanction a party who files a frivolous appeal, one where there are no debatable issues upon which reasonable minds could differ and which is so totally devoid of merit that there is no possibility of reversal. *Mahoney v. Shinpoch*, 107 Wn.2d 679, 732 P.2d 510 (1987). This appeal meets that definition.

V. CONCLUSION

For the foregoing reasons, Soheila Bodaghi respectfully asks this Court to affirm the trial court's decision and to award her attorney's fees and costs on appeal.

Dated this 6th day of December 2010.

RESPECTFULLY SUBMITTED,



Soheila Bodaghi, *pro se*

APPENDIX A

BODAGHI V. BAHREINI
08-3-05665-5 SEA
INDEX OF ARBITRATOR'S RULINGS

| TAB | DATE | RULING |
|---------------------|------------|---|
| 1. (Trial Ex. 1) | 11/15/2008 | <p>Arbitrator's interim ruling on financial issues, in which Arbitrator orders that</p> <ul style="list-style-type: none"> • neither party take steps to close the business, Engineering Network International (ENI) pending 12/16 arbitration after husband requested that it be closed on an immediate basis • \$400,000 of Engineering Network International, Inc. funds be placed in a blocked account • payment of joint expenses with husband's salary and loans to officer • husband is required to provide access to business accounts to the wife • husband is required to provide information to the wife about any transaction upon request • each party have a predistribution of \$50,000 for attorney's fees and separate expenses |
| 2. (Trial Ex. 2) | 1/15/2009 | <p>Arbitrator's ruling on temporary financial issues, in which the arbitrator makes findings with regard to the state of the business, the parties' agreements regarding disposal of various assets, the petitioner's brother's presence in her home, and the appropriateness of child support.</p> <p>In this ruling, the arbitrator orders the following:</p> <ul style="list-style-type: none"> • ENI be closed immediately; that remaining employees be given notice within 48 hours; that the husband terminate ENI's lease within 48 hours; that the husband provide a list of outstanding liabilities for ENI within 10 days (with the petitioner given 10 days to dispute any such liabilities); that the husband is required to pay all undisputed debts on a timely basis but shall not pay any unlisted liabilities over \$500 without approval; that the husband provide a list, within 14 days, of steps required to close the business with a timeline for completion, tangible assets with a process for liquidation, a plan for transferring vehicles as necessary (with the petitioner given 7 days to offer acceptance or proposed changes); • value of ENI goodwill and claims of waste be reserved for settlement or trial; that the final division of company assets (to be disclosed in full within 10 days) be reserved for settlement or trial; • any funds in ENI accounts not required for business closure be transferred to blocked accounts, and funds beyond |

| | | |
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| | | <p>\$250,000 be transferred to another blocked account to maximize FDIC coverage;</p> <ul style="list-style-type: none"> • transfer of the parties' vehicles as appropriate • husband's request that the wife's vehicle be sold is denied • husband is required to provide keys for the parties' condo and Renton property to the wife • Based on parties' agreement to sell to properties, sets out a process for sale of the Renton property and the home occupied by the wife and child and a process for establishing who will then occupy the parties' other Bellevue home; that the proceeds from the sales be held in a blocked account and that the wife may seek a predistribution in order to buy a home; • Provides that parties receive \$7,000 per month in predistributions, and that the husband pay \$609 in child support; • Wife's brother be allowed to stay with her without paying rent; • Suggests that the parties to attempt to divide personal property informally; • Requires that the petitioner be given access to all joint and business accounts. |
| <p>3. (Trial Ex. 3)</p> | <p>2/18/2009</p> | <p>Arbitrator's ruling upon both parties' requests for reconsideration</p> <ul style="list-style-type: none"> • amends the prior order as to the business's revenue and to indicate that the wife opposed closure of ENI unless the assessed goodwill value be treated as a predistribution to the husband; • requires the husband to notify the wife if he engages in any other business; • requires both parties to notify each other if they become employed; • requires that the husband provide keys to the wife; • gives the husband the opportunity to choose to retain the Renton property and allows the wife to handle the sale of the property if the husband declines to keep it • provides for the wife to transfer \$250,000 to a different blocked account; • provides further processes for sale or transfer of vehicles and provides for car repairs to be paid from joint funds; • provides additional deadlines for business closure plan issues as set out in the prior order • requires the husband to provide a plan for termination or transfer of employees on H-1B status and information on those employees; |

| | | |
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| | | <ul style="list-style-type: none"> • provides penalties for the husband should he fail to comply with the order; • continues to provide for joint expenses to be paid with joint funds; • requires the husband to account for any checks previously-issued from ENI over \$500; and • requires the husband to account for any missing checks. |
| 4. (Trial Ex. 5) | 3/22/2009 | <p>Arbitrator's ruling upon wife's request, in which Arbitrator finds</p> <ul style="list-style-type: none"> • that the husband failed to comply with his obligations pursuant to previous arbitration rulings to provide appropriate documentation of a proposed debt of over \$200,000 to be paid be ENI; • that husband failed to meet his burden of production to show that such a debt exists, and the evidence in fact suggests otherwise; • that the husband made contradictory representations and/or presented contradictory evidence; • that the petitioner's submissions raise a substantial question as to the existence of such a debt; • the husband interfered with the wife's ability to assess the situation; • husband failed to establish why ENI owes such to a person found to have a prior association with a company owned in part by the husband's brother; • husband did not contest the wife's claim that enforcement of the debt would be barred by the statute of limitations but instead made unsubstantiated assertions about a tax liability; • wife's expert's credible testimony confirmed that there would not be a tax liability given certain assumptions; • husband's attempts to pay the debt appear to be a violation of his fiduciary obligations, and that the husbands actions appear to be attempts to transfer community funds to third parties, while harassing the wife's family members; • wife incurred unnecessary fees and costs; • other than disputed liabilities the husband only identified nominal liabilities and that operating expenses other than rent for ENI are nominal. <p>The arbitrator also orders that</p> <ul style="list-style-type: none"> • husband or anyone else be restrained from paying the large debt or offering to pay the debt; • husband be removed from any further work in winding-down the company and be restrained from using company funds |

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| | | <p>without agreement or order;</p> <ul style="list-style-type: none"> • a special master be appointed to wind down the business; • husband shall direct the company's attorney to cease and desist activity on behalf of the company; • all but \$20,000 of company funds be placed in blocked accounts; • wife be awarded reasonable attorney's fees, expert fees, and costs, and that she may submit declarations for fees and costs. |
| 5. (Trial Ex. 4) | 3/31/2009 | Arbitrator's email ruling which provides that the wife shall manage the joint expenses and that she be allowed to travel with the parties' daughter for spring break. |
| 6. (Trial Ex. 6) | 4/7/2009 | Arbitrator's letter ruling denying the husband's motion for reconsideration of the March 22 nd order, and requesting responses from the husband re other outstanding motions. |
| 7. (Trial Ex. 7) | 4/18/2009 | Arbitrator's ruling upon wife's motion, which establishes a process for distributions of funds to the parties' joint account to pay joint expenses; establishes a process for funds to be released for ENI closure; requires the husband to forward necessary bills to the wife; provides that joint funds be used to pay the parenting evaluator, the mediator, and costs related to sale of the Renton property; establishes a process by which each party may request reimbursement for joint expenses paid with separate funds, and a timeline therefor, formally denies the husband's motion for reconsideration above, and awards \$25,408.59 in fees to the wife. |
| 8. (Trial Ex. 8) | 5/19/2009 | Arbitrator's ruling upon wife's motion to compel discovery, which finds that the husband's answers to interrogatories are insufficient, requires that he supplement his answers with specificity, authorizes the wife to conduct discovery until June 10 th , and authorizes the wife to limit witnesses, testimony, and exhibits as necessary if the husband's supplementation is further deficient, and awards the wife \$1,500 in attorney's fees. |
| 9. (Trial Ex. 9) | 5/27/2009 | Arbitrator's ruling on wife's motion for reconsideration of the April 18 order appointing Miles Stover as general receiver, which finds based on parties agreement no receiver shall be appointed to handle the wind down of the business known as ENI; parties shall continue to cooperate on process for selling ENI vehicles and resolve any time sensitive issues related to ENI's closure; Marc Hutchinson will prepare ENI tax returns, reports and pay undisputed bills owing by ENI; expenses of following to be paid out of the funds held in blocked ENI accounts: cost of imaging hard drives, E-Lit scanning, express movers, Hutchinson's fees; all remaining expenses associated with wind down of ENI are reserved for trial; except for these provisions which expressly contradict earlier rulings, all previous orders shall remain in effect. |
| 10. (Trial Ex. 10) | 6/3/09 | Arbitrator's order on both parties' motions for predistribution for attorney's fees, expert fees and costs, finds each party shall receive |

| | | |
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| | | \$60,000 predistribution from the blocked account at Commerce Bank; predistribution shall be characterized on the ENI books as a loan to officers; final characterization of these predistributions is reserved for trial, all remaining claims shall be reserved for final determination by the trial court. |
| 11. (Trial Ex. 442) | 6/6/2009 | Respondent's motion for reconsideration of arbitrator's May 19, 2009 ruling regarding the respondent's discovery responses is denied. |
| 12. (Trial Ex. 271) | 7/2/2009 | Arbitrator's ruling on motion of the petitioner for an order directing the respondent to reimburse the parties' joint account: finds the respondent has used joint funds from the parties' joint account to pay separate expenses; the petitioner's accounting alleges that the respondent owes the parties' joint account the sum of \$3,590.59 (details in Exhibit A); petitioner request for attorney fees is reserved for trial; respondent's request for offset for the expenses surrounding the minor child's birthday party is denied w/o prejudice as it is not properly part of this motion; pursuant to the above rulings the amounts paid to the respondent for his July predistribution of \$6,391.00 shall be as follows: \$1,000 to be left in the ENI/US Bank account, \$3,024.40 to be paid to the joint BECU account and \$2,366.60 to be paid to respondent. |
| 13. (Trial Ex. 276) | 7/13/2009 | Arbitrator's ruling denying Respondent's motion for reconsideration of the 7/2/2009 ruling (Trial Exhibit 271). |

APPENDIX B

Q. Presumably you approved making that significant reimbursement to JVC. Correct?

A. I approved significant reimbursement. That is based on the hours that he had worked and we had owed him. Those-- those hours are right here; that's what I was referring to. If you look back on exit-- page 95 of Exhibit --

Q. Okay, but you approved this payment?

A. I don't -- well, yeah. We approve payrolls --

Q. Okay. Okay.

A. For employees when they work, and these are to have-- to be paid.

Q. Okay. All right. I would like to have you take a look at page 142 of Exhibit 142.

A. One forty-two. Okay.

Q. This is an email from JVC to you, on August 5th, 2008. And --

A. Okay.

Q. Looking down, JVC indicated -- if you look down most of the way -- JVC wrote that he owed you \$7,000.00, from \$10,000.00 you had sent to him in April.

A. Yeah, that's-- that's what it says. I believe at one point he went on a vacation. And we paid for his air fare [inaudible] from the 10,000. Yeah.

Q. Okay. And, do you -- looking to the pages, you just talked about the pages from 96 to 109, being the payroll records that were the basis of --

A. One-oh-nine --

Q. The \$23,000.00-reimbursement you issued to him, right? We looked at page 95, and then you just testified that behind it, 96 to 108 were the payroll records that related to his overtime. If we look at the note on the page, on the top of page 96, is that your writing?

A. That on top, yes. That's mine.

Q. JVC [inaudible] calculations for regular and overtime?

A. Yes.

Q. Okay. And if we look at page 146 --

A. One forty-six. Of the same?

Q. Of the same exhibit.

A. Okay.

Q. That's an email from JVC on Tuesday, December 23rd that provides you with a total figure of 103 and 80, which includes overtime and regular time, plus the \$17,000.00 for the office in India, which comes to 103,080, minus 80,000. And that 23,080 is the number that corresponds to what you paid to him, and it corresponds to your explanation on page 95. Correct?

A. Yeah, I believe so.

1 Q. And then 120 appears to be --

2 A. Okay. Yes. Yes.

3 Q. An explanation of the checks.

4 A. Yes, thank you.

5 Q. Now, if we turn to 121 --

6 A. Yes.

7 Q. Is that a further email exchange between you and JVC, where you
8 responded to the email in 120, and by Blackberry, and said, "What is
9 the amount of two checks?" And JVC responded, "Twenty-five hundred
10 dollars, each."

11 A. Yes.

12 Q. So that-- under that theory, if that was correct, he would have
13 still owed you \$5,000.00 because there were checks that had not been
14 cashed for the previous [inaudible].

15 A. No. I believe that I found those checks. I have 'em, at home:
16 the two \$2,500.00 checks. I found them. They're sitting at home.
17 They were in the financial boxes that Soheila had, that never been
18 cashed. Um, during these two weeks, I had an opportunity to go there
19 and check.

20 I also believe that -- uh, I know that JVC claimed that he has
21 paid us for those amounts. There is further emails --

22 Q. Do you have -- can you produce documentation of those?

1 A. They're emails. If you will allow me, I can go through emails,
2 find them out, and then provide to you so you have a good understanding.

3 Q. Okay. But, as of --

4 A. I also found the other \$10,000.00 checks in the same boxes.

5 Q. So, as of September 17th, it appeared he thought he still owed you
6 \$5,000.00, because there were two checks --

7 A. No.

8 Q. That had not been cashed.

9 A. No-- no, I don't-- I don't think he did.

10 Q. Okay.

11 A. My recollection is: at that point, he said, "These checks that
12 you believe are missing: they were for \$2,500.00 each, which I had
13 paid you or that have been deducted." Some-- somewhere, he talked
14 about that. And then he requested that we return all the checks back
15 to him a couple of times that we never did.

16 But I found -- I thought Soheila had them, but now I found them,
17 so --

18 Q. Okay. And then we look at 142, which he had sent in August. A.

19 Page-- page 142.

20 Q. I was asking you about that, and you gave me an answer that had
21 to do with the checks for the loan. But this is different, because
22 this was a \$10,000.00 check. The loan checks were a \$22,000.00 matter,
23 were they not?

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2 A. Okay. Yes. Yes.

3 Q. An explanation of the checks.

4 A. Yes, thank you.

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21 paid us for those amounts. There is further emails --

22 Q. Do you have -- can you produce documentation of those?

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19 Page-- page 142.

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22 this was a \$10,000.00 check. The loan checks were a \$22,000.00 matter,
23 were they not?

APPENDIX C

Honorable Mariane Spearman

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SUPERIOR COURT OF WASHINGTON FOR KING COUNTY

In re Marriage of:

SOHEILA BODAGHI,

Petitioner,

and

MOHAMMED VAHID DANESH-
BAHREINI,

Respondent.

NO. 08-3-05665-5 SEA

DECREE OF DISSOLUTION (DCD)

I. JUDGMENT/ORDER SUMMARIES

1.1 RESTRAINING ORDER SUMMARY:

Does not apply.

1.2 REAL PROPERTY JUDGMENT SUMMARY:

Real Property Judgment Summary is set forth below:

| |
|--|
| Assessor's property tax parcel or account number: |
| Or |
| Legal description of the property awarded (including lot, block, plat, or section, township, range, county and state): |
| LOT 20, LAKEMONT HIGHLANDS DIVISION 1, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 156 PLATS, PAGES 69 THROUGH 75, RECORDS OF KING COUNTY, WASHINGTON |
| LOT 14, THE SUMMIT DIVISION NUMBER 1, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 131 OF PLATS, PAGE(S) 46 THROUGH 49, IN KING |

ORIGINAL

COUNTY, WASHINGTON
 UNIT 17, BUILDING A, STERLING HEIGHTS CONDOMINIUM HOMES, SURVEY
 MAP AND PLANS RECORDED IN VOLUME 199 OF CONDOMINIUMS, PAGES 76
 THROUGH 80, INCLUSIVE, AND AMENDMENTS THERETO; CONDOMINIUM
 DECLARATION RECORDED UNDER RECORDING NUMBER(S) 20040818001442,
 AND AMENDMENTS THERETO, IN KING COUNTY, WASHINGTON

See Page _____ for full legal
 description

1.3 MONEY JUDGMENT SUMMARY:

Judgment Summary is set forth below.

| | |
|---|---------------------------------------|
| A. Judgment creditor | <u>Soheila Bodaghi</u> |
| B. Judgment debtor | <u>Mohammed Vahid Danesh-Bahreini</u> |
| C. Principal judgment amount | \$ <u>270,426</u> |
| D. Interest to date of judgment | \$ _____ |
| E. Attorney's fees | \$ <u>26,845</u> |
| F. Costs | \$ _____ |
| G. Other recovery amount | \$ _____ |
| H. Principal judgment shall bear interest at 5% per annum until 12/31/2013 and 12% thereafter.* | |
| I. Attorney's fees, costs and other recovery amounts shall bear interest at 5% per annum | |
| J. Attorney for judgment creditor | <u>Skellenger Bender, PS</u> |
| K. Attorney for judgment debtor | <u>Stella L. Pitts and Associates</u> |
| L. Other: | |

END OF SUMMARIES

II. BASIS

Findings of Fact and Conclusions of Law have been entered in this case.

III. DECREE

IT IS DECREED that:

3.1 STATUS OF THE MARRIAGE.

The marriage of the parties is dissolved.

3.2 PROPERTY TO BE AWARDED THE HUSBAND.

The husband is awarded as his separate property the property set forth in Exhibit I. This exhibit is attached or filed and incorporated by reference as part of this decree.

The husband is additionally awarded as his separate property the personal property designated to be transferred to him in Exhibit 2; provided, however, that the husband may seek arbitration with Lawrence Besk of the disputed personal property issues as set out in his alternative Exhibit 2 within 30 days of this order. If the husband does not seek such arbitration within 30 days of entry of this Decree, then the division of personal property set out in Exhibit 2 shall stand.

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3.3 PROPERTY TO BE AWARDED TO THE WIFE.

The wife is awarded as her separate property the property set forth in Exhibit 1. This exhibit is attached or filed and incorporated by reference as part of this decree.

The wife is additionally awarded as her separate property the personal property designated to be transferred to her in Exhibit 2; provided, however, that if the husband seeks arbitration with Lawrence Besk of the disputed personal property issues, then that issue shall be subject to binding arbitration. If the husband does not seek such arbitration within 30 days of entry of this Decree, then the division of personal property set out in Exhibit 2 shall stand.

3.4 LIABILITIES TO BE PAID BY THE HUSBAND.

The husband shall pay the community or separate liabilities set forth in Exhibit 1. This exhibit is attached or filed and incorporated by reference as part of this decree.

The husband shall pay all liabilities arising from operation of the business ENI and shall hold the wife harmless from any liability from the operation of the business ENI, including but not limited to tax liabilities, liabilities to former employees, liabilities to vendors and creditors, and the TNS lawsuit, including any fees or costs for Steve Connor's representation in said suit above and beyond the community funds being set aside with Connor & Sargent pursuant to this Decree.

Unless otherwise provided herein, the husband shall pay all liabilities incurred by him since the date of separation.

3.5 LIABILITIES TO BE PAID BY THE WIFE.

The wife shall pay the community or separate liabilities set forth in Exhibit 1. This exhibit is attached or filed and incorporated by reference as part of this decree.

The wife shall pay the remaining lease payments and early surrender penalty for the BMW 750 subject to adjustment of the judgment amount if the amount included in Exhibit 1 is not accurate.

Unless otherwise provided herein, the wife shall pay all liabilities incurred by her since the date of separation.

3.6 HOLD HARMLESS PROVISION.

Each party shall hold the other party harmless from any collection action relating to separate or community liabilities set forth above, including reasonable attorney's fees and costs incurred in defending against any attempts to collect an obligation of the other party.

The wife shall be held harmless from any collection action relating to Engineering Network International, Inc., including reasonable attorney's fees and costs incurred in defending against any attempts to collect an obligation from her of a liability owed by ENI.

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3.7 MAINTENANCE.

Does not apply.

3.8 CONTINUING RESTRAINING ORDER.

Does not apply.

3.9 PROTECTION ORDER.

Does not apply.

3.10 JURISDICTION OVER THE CHILDREN.

The court has jurisdiction over the children as set forth in the Findings of Fact and Conclusions of Law.

3.11 PARENTING PLAN.

The parties shall comply with the Parenting Plan signed by the court on this date. The Parenting Plan signed by the court is approved and incorporated as part of this decree.

3.12 CHILD SUPPORT.

Child support shall be paid in accordance with the order of child support signed by the court on this date. This order is incorporated as part of this decree.

3.13 ATTORNEY'S FEES, OTHER PROFESSIONAL FEES AND COSTS.

Attorney's fees, other professional fees and costs shall be paid as follows:

The US Bank Sweep Account awarded to the husband and the vehicles awarded to the husband other than the Lexus shall be applied toward the \$100,000 attorney's fee award. US Bank shall transfer the funds directly to Skellenger Bender by way of cashier's check or electronic transfer to the Commerce Bank account. After application of those funds and proceeds from sale of the cars (less costs incurred by the wife to replace the broken window and tires so that the cars can be moved and sold), the wife shall have judgment against the husband for the remaining balance. A preliminary judgment is being entered based on the bluebook value of the cars. After the actual proceeds are known, the wife may submit an adjusted Judgment and all documentation to IC Judge Mariane Spearman on a motion set without oral argument.

3.14 NAME CHANGES.

Does not apply.

3.15 OTHER.

1 1. The condominium owned by the parties shall be sold and applied to the son, Kaveh's,
2 college expenses at Duke; if any funds remain, they shall be applied to the daughter's college
3 expenses.

4 2. The condominium shall be transferred to the husband's name so that he may manage
5 sale of the condominium and control of the proceeds for purposes of the children's college
6 educations; provided, however, that he may not use those proceeds other than for the son's
7 and daughter's post-secondary support. Both parties shall share equally any tax deduction
8 available because of application of condominium proceeds to college tuition, room and board.
9 The husband shall provide the wife with information about when the condominium sells, the
10 amount of the proceeds, documentation as to where the funds are being held and a periodic
11 (quarterly or more frequently) accounting of how the funds are being used toward Kaveh's
12 expenses. The husband shall timely provide the wife any information she needs in order to
13 benefit from any tax deduction available based on use of the condominium proceeds.

14 3. The husband, Vahid Bahreini, shall be awarded the business, ENI, and any remaining
15 assets and liabilities for zero value. Provided, however, that the \$25,000 in ENI/community
16 funds being held in Steve Connor's trust account and the US Bank blocked account balance of
17 approximately \$51,000, which will be transferred to Mr. Connor to be held in trust for use in
18 settlement of the TNS case, will be applied to the TNS liability and not attributed to the
19 husband as an asset awarded to him. Should any of those funds remain after resolution of the
20 TNS matter, the balance will belong to the husband.

21 4. The "transfer payment" at the bottom of Exhibit 1 which the husband will owe the
22 wife in order to effectuate the 80/20 division of assets will need to be adjusted after the actual
23 net proceeds from the sale of the 5563 house is known. In the meantime, judgment shall be
24 entered against the husband's home for the amount showing at the bottom of Exhibit 1, which
25 judgment shall be payable by no later than December 31, 2013. At the time the amount of
26 proceeds is known such that the judgment can be adjusted, the wife may prepare an adjusted
judgment and note it for entry before Judge Mariane Spearman without oral argument.

5. The children's jewelry shall remain in the wife's safe deposit box and shall be
available to the children upon demand once they reach the age of 18.

6. Each party shall provide the other with all keys, titles, account transfer forms and
other documents necessary to effectuate this court's order by no later than Friday, October 2,
2009 at noon. The husband's jewelry, personal documents, and the keys and titles, which are
being held in the Skellenger Bender safe, shall be provided to him when he has complied with
this requirement. The husband shall return any keys to the wife's X5 that he has in his
possession now or in the future or that he comes across in stored ENI boxes.

7. The Renton house proceeds currently being held at US Bank in the blocked account
ending with "0015" shall be transferred to the wife's name either by changing the wife to the
sole account holder on that account or by transferring the funds to another account designated
by the wife.

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2 8. All remaining funds held in US Bank blocked account ending with "9967" shall be
3 transferred to Connor & Sargent to be held in a trust account for use in settlement of the TNS
lawsuit.

4 9. The husband shall transfer one half (1/2) of the total American Express Awards Points
5 to the wife. If it is not possible to arrange for American Express to transfer those points, the
6 husband shall facilitate the use of one half of the Awards Points at the wife's request for her
benefit.

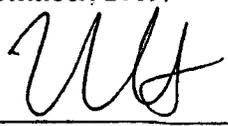
7 10. The husband shall provide the leased BMW 750, all keys to the BMW 750 and any
8 paperwork related to that vehicle by no later than Friday, October 2, 2009 at noon so that the
9 wife may turn that vehicle in. The wife shall be responsible for payments of the remaining lease
10 payments and any penalty for early return, which has been reflected on Exhibit 1. If the amount
charged to the wife is different than reflected in Exhibit 1, the wife may seek an appropriate
adjustment of the judgment amount.

11 11. The husband shall provide the original titles and keys to the Ford trucks and Sequoia to
12 the wife's counsel by no later than noon on Friday, October 2, 2009 and shall provide complete
13 information as to the location(s) of those vehicles so that the wife may sell them per the court's
ruling.

14 12. The wife shall ^{retain} transfer title to the son's Lexus ^{in her safe deposit box and} to the son's name. ^{it shall be}
^{available to the son upon request with father's agreement.}

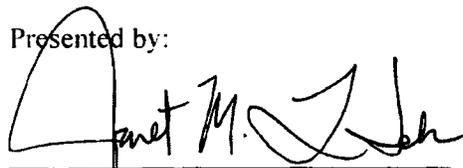
15 13. Any and all remaining financial issues not resolved by this Decree, including but not
16 limited to issues related to filing of the parties' personal tax returns shall be arbitrated with
Lawrence Besk.

17 DONE IN OPEN COURT this 29 day of September, 2009.

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JUDGE/COURT COMMISSIONER

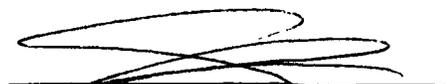
Marlane C. Spearman

21 Presented by:

22 

23 Janet M. Helson
24 WSBA No. 21378
25 SKELLENGER BENDER, P.S.
26 Attorney for Petitioner

Approved as to Form:
Notice of Presentation Waived:

23 
24 Shana E. Thompson
25 WSBA No. 30163
26 STELLA L. PITTS AND ASSOCIATES
Attorneys for Respondent

**BODAGHI DISSOLUTION
SUMMARY OF ASSETS & LIABILITIES**

DOM: 7/31/1989

DOS: 7/23/2008

| Description | Account Name | Documentation | Date | Gross Value | Debt | Net Value | To Husband | | To Wife | |
|---|--------------|-------------------|------|------------------|--------------------|------------------|----------------|--------------|----------------|--------------|
| | | | | | | | Community | Separate | Community | Separate |
| Real Property: | | | | | | | | | | |
| Bellevue Home (5563 156th Ave. SE) [1] | | | | 1,375,000 | (828,579) | 546,421 | | | 546,421 | |
| 2nd. Bellevue Home (6185 156th St) | | | | 625,000 | (212,104) | 412,896 | 412,896 | | | |
| Renton Home Net Proceeds | | | | 242,169 | | 242,169 | | | 242,169 | |
| Sterling Heights Condominium [2] | | | | 200,000 | (200,000) | 0 | 0 | | | |
| Total Real Estate | | | | 2,442,169 | (1,240,683) | 1,201,486 | 412,896 | 0 | 788,590 | 0 |
| Cash & Bank Accounts: | | | | | | | | | | |
| BECU 3560585744 | Joint | | | 118 | | 118 | | | 118 | |
| BECU savings #5736 | | | | 9 | | 9 | 9 | | | |
| BECU money market #7140 | | | | 4 | | 4 | 4 | | | |
| BECU savings #6253 | | | | 0 | | 0 | 0 | | | |
| BECU checking #6279 | | | | 4,585 | | 4,585 | | 4,585 | | |
| BECU savings #7762 | | | | 737 | | 737 | 737 | | | |
| BECU savings #9203 | | | | 3 | | 3 | | | 3 | |
| BECU savings #7829 | | | | 12 | | 12 | 12 | | | |
| US Bank #7229 | | | | 3,229 | | 3,229 | | | | 3,229 |
| US Bank #1441 has been closed | | | | 0 | | 0 | | | | |
| Total Cash | | | | 8,697 | 0 | 8,697 | 763 | 4,585 | 120 | 3,229 |
| Securities & Investment Accounts: | | | | | | | | | | |
| E*Trade Financial 6527-6108 | Soheila | | | 2,015 | | 2,015 | | | 2,015 | |
| Total Securities & Brokerage Accounts | | | | 2,015 | 0 | 2,015 | 0 | 0 | 2,015 | 0 |
| Engineering Network International S Corp.: | | | | | | | | | | |
| Engineering Network, Inc. [3] | | Kessler valuation | | 0 | | 0 | 0 | | | |
| Blocked US Bank Account #9967 [6] | | | | 51,207 | (51,207) | 0 | 0 | | | |
| US Bank Sweep Account #5009 [8] | | | | 30,030 | | 30,030 | 30,030 | | | |
| Blocked Commerce Bank Account | | | | 53,892 | | 53,892 | | | 53,892 | |
| 2003 Lexus GS 300 | | | | 13,890 | | 13,890 | 13,890 | | | |
| 2000 Ford F150 [8] | | | | 5,710 | | 5,710 | 5,710 | | | |
| 2001 Toyota Sequoia [8] | | | | 10,685 | | 10,685 | 10,685 | | | |
| 2006 Ford F250 [8] | | | | 26,730 | | 26,730 | 26,730 | | | |
| US Bank checking #2409 | | | | 0 | | 0 | 0 | | | |
| Lexus 250 (to be placed in Kavah's name) | | | | 0 | | 0 | | | | |
| Total Business Interests | | | | 192,144 | (51,207) | 140,937 | 87,045 | 0 | 53,892 | 0 |
| Retirement Accounts: | | | | | | | | | | |
| BECU IRA 3570441853 | Vahid | Statement | | 16 | | 16 | 16 | | | |
| BECU IRA CD #1517(Vahid) | | | | 22,540 | | 22,540 | 22,540 | | | |
| BECU IRA CD #5153(Soheila) | Soheila | Statement | | 21,313 | | 21,313 | | | 21,313 | |
| Boeing VIP | Vahid | | | 53,096 | | 53,096 | | | 53,096 | |
| Boeing Financial Security Plan | Vahid | | | 7,016 | | 7,016 | 7,016 | | | |
| Boeing Pension [4] | | unknown amt | | | | | | | | |

Exhibit 1

| Description | Account Name | Documentation | Date | Gross Value | Debt | Net Value | To Husband | | To Wife | |
|----------------|--------------|---------------|------|-------------|------|-----------|------------|----------|-----------|----------|
| | | | | | | | Community | Separate | Community | Separate |
| BECU IRA #7994 | | | | 9 | | 9 | | | | |

| Description | Account Name | Documentation | Date | Gross Value | Debt | Net Value | To Husband | | To Wife | |
|--|---------------------------|-----------------------|------|-------------|----------|-----------|------------|----------|-----------|----------|
| | | | | | | | Community | Separate | Community | Separate |
| Total Retirement Accounts | | | | 103,990 | 0 | 103,981 | 29,572 | 0 | 74,409 | 0 |
| Life Insurance: | | | | | | | | | | |
| Total Life Insurance | | | | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Vehicles: | | | | | | | | | | |
| 2007 BMW X5 | | | | 39,030 | (3,513) | 35,517 | | | 35,517 | |
| Total Vehicles | | | | 39,030 | (3,513) | 35,517 | 0 | 0 | 35,517 | 0 |
| Personal Property & Other Assets: | | | | | | | | | | |
| Jewelry | | | | 0 | | 0 | | | | 0 |
| AMEX World Points [5] | | | | | | 0 | 0 | | 0 | |
| Attorney's fee award for Aster arbitration | | | | 25,409 | | 25,409 | 25,409 | | | |
| Putnam Account for Kaveh [2] | | | | 18,129 | (18,129) | 0 | | | | |
| Putnam Account for Bahareh [2] | | | | 13,489 | (13,489) | 0 | | | | |
| Children's CD Account [2] | | | | 9,898 | (9,898) | 0 | | | | |
| Children's CD Account [2] | | | | 9,499 | (9,499) | 0 | | | | |
| Total Personal Property | | | | 76,424 | (51,016) | 25,409 | 25,409 | 0 | 0 | 0 |
| Liabilities: | | | | | | | | | | |
| AmEx #63002 | | | | | (444) | (444) | | | | (444) |
| AmEx #01009 | | | | | | 0 | | | | |
| AmEx #41005 | wife | unknown amt | | | | 0 | | | | |
| BECU Visa #8520 | husband | | | | (24,422) | (24,422) | | (24,422) | | |
| BECU VISA #2547 | husband replaced by #8520 | | | | | 0 | | | | |
| BECU VISA #3073 | wife | unknown amt | | | | 0 | | | | |
| BECU LOC **8303 | husband | husband agrees to pay | | | (11,792) | (11,792) | | (11,792) | | (2,240) |
| BMW 750 Turn-In [9] | | | | 12,021 | (2,240) | 9,781 | 12,021 | | | |
| Unsubstantiated US Bank check #6087 | | | | 8,291 | | 8,291 | 8,291 | | | |
| Unsubstantiated BECU check #7765 | | | | | | 0 | | | | |
| Total Liabilities | | | | 20,312 | (38,898) | (18,586) | 20,312 | (36,214) | (2,684) | 0 |

ASSETS BEFORE TRANSFER PAYMENT
Transfer Payment [7]
TOTAL SEPARATE & COMMUNITY ASSETS

| | | | | | | |
|-----------|-------------|-----------|-----------|----------|-----------|-------|
| 2,884,782 | (1,385,317) | 1,499,466 | 575,997 | (31,629) | 951,859 | 3,229 |
| | | 0 | (270,426) | | 270,426 | |
| 2,884,782 | (1,385,317) | 1,499,466 | 305,571 | (31,629) | 1,222,285 | 3,229 |

TOTAL COMMUNITY ASSETS
Percentage to Each Party

| | |
|---------|-----------|
| 305,571 | 1,222,285 |
| 20.00% | 80.00% |

| Description | Account | | | Gross Value | Debt | Net Value | To Husband | | To Wife | |
|-------------|---------|---------------|------|-------------|------|-----------|------------|----------|-----------|----------|
| | Name | Documentation | Date | | | | Community | Separate | Community | Separate |

Notes:

- [1] The value assigned is a placeholder. Once value of net proceeds is known, that value will be substituted in to determine the amount of lien against the husband's home in favor of the wife (herein referred to as "Transfer Payment")
- [2] A corresponding debt is assigned to each of these accounts so that they show as a zero value on the spreadsheet and do not affect the calculation. Condo shall be sold and the proceeds shall be applied to college expenses for the children. By agreement of the parties, the husband shall manage sale of the condo and application of proceeds to the son's expenses in exchange for accepting all responsibility for payment of son's post-secondary expenses and support as further detailed in the Findings of Fact and the Order of Child Support. The other college accounts should remain in children's name but be managed by wife and should be applied to college expenses. At husband's request, wife will transfer son's college account for
- [3] For purposes of this spreadsheet, ENI is not assigned a value. Instead, husband shall be awarded ENI and any liabilities arising therefrom. Wife shall be held harmless from any liabilities owed by ENI
- [4] Value of pension is unknown at this time. QDRO should be entered per *Bulicek* awarding husband his separate interests based on the fraction of total years he worked prior to the marriage plus 20% of the community interest, with 80% of the community interest to wife
- [5] All Award Points/Mileage should be divided between the parties 50-50.
- [6] Balance of this account to be transferred to Steve Connor's trust account for use in settlement of the TNS lawsuit in addition to the \$25,000 being held as an advance fee deposit by Mr. Connor. Should the full amount not be needed, any balance is awarded to the husband
- [7] Transfer payment is amount husband must transfer to wife to achieve 80/20 distribution of remaining assets. This will be a lien against the 6185 house awarded to the husband.
- [8] These assets are assigned to the husband, however they will be liquidated or sold by the wife for purposes of paying the husband's \$100,000 debt for attorney's fees and costs. The remaining balance of the attorney's fee award after sale/liquidation of these assets will be entered as a judgment against the husband.
- [9] The amount of this debt will be adjusted to reflect the actual cost to the wife of turning in this leased vehicle.

Exhibit 2

Circled items subject to arbitration.

Personal Property Items to be awarded to Wife:

1. The black furniture set currently located at the 5563 house
2. One Persian Carpet Frame
3. One pink-red colored carpet
4. One Tabriz benam
5. One Mahi carpet
6. One blue carpet**
7. One red carpet**
8. One brown carpet
9. The bedroom sets currently located at 5563 (husband has purchased a bedroom set for himself)
10. New Tabriz
11. Foosball table
12. Pool table
13. Two exercise machines (Wife's choice)**
14. Guest dining set from 5563 dining room
15. Televisions at 5563 other than as set forth below.
16. Three lamps from 5563
17. Three bookcases (Wife's choice)
18. Baby grand piano
19. Half of the dishes, cookware, and flatware (Wife's choice, wife will not be required to break up sets of dishes or flatware)
20. Two desks
21. One half of camping equipment(located at 6185)
22. Keys to the parties' car-roof rack storage unit
23. All other personal property currently in her possession.
24. Old living room set in the 5563's basement
25. Ring in Husband's possession (White Gold ,18K)
26. Three Picture frames

Personal Property Items to be awarded to the Husband:

1. Costco family room (Brownish) set currently located at the 5563 house
2. One Persian Carpet Frame (Husband's choice)
3. One pink-red colored carpet
4. One Tabriz benam
5. One Mahi carpet
6. Vahid's ski equipment located in the parties' car-roof rack storage unit
7. Jewelry belonging to the husband, including one bracelet, two rings, one watch and one necklace.
8. Poker table
9. Health Rider (Airstriker) exercise machine from 5563 and one lifting equipment set at 6185

- 1 5. Amy Bell
- 2 6. Marc Hutchinson (joint witness)
- 3 7. Jesse Dykshoorn
- 4 8. Kelly Shanks, M.Ed., LMHC
- 5 9. Steven Kessler, CPA
- 6 10. Gary B. Wieder, Ph.D.
- 7 11. Steven S. Miller, J.D.
- 8 12. William B. Skilling, MA, CRC, CDMS
- 9 13. Robert Chamberlin

10 Witnesses called by Respondent

- 11 14. Hamid Sharif
- 12 15. Mohammad Farid Danesh-Bahreini
- 13 16. Homayoun Farange
- 14 17. Ali Amiri
- 15 18. Kevin Vangaver
- 16 19. Sumit Sethi
- 17 20. Kamal Alavi
- 18 21. Dr. Richard Coder
- 19 22. Dr. Richard Adler
- 20 23. Dr. Kenneth Asher
- 21 24. Robert Duffy, CPA
- 22 25. Darcy Simmons
- 23 26. Dorothy Meyerdierks

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II. FINDINGS OF FACT

26

Upon the basis of the court records, the court FINDS:

1 2.1 RESIDENCY OF PETITIONER.

2 The Petitioner is a resident of the state of Washington.

3 2.2 NOTICE TO THE RESPONDENT.

4 The respondent appeared, responded or joined in the petition.

5 2.3 BASIS OF PERSONAL JURISDICTION OVER THE RESPONDENT.

6 The facts below establish personal jurisdiction over the respondent.

7 The respondent is currently residing in Washington.

8 The parties lived in Washington during their marriage and the petitioner
9 continues to reside, or be a member of the armed forces stationed, in this state.

10 The parties may have conceived a child while within Washington.

11 2.4 DATE AND PLACE OF MARRIAGE.

12 The parties were married on 7/31/1989 at Tehran, Iran.

13 2.5 STATUS OF THE PARTIES.

14 Husband and wife separated on 7/23/2008.

15 2.6 STATUS OF MARRIAGE.

16 The marriage is irretrievably broken and at least 90 days have elapsed since the date
17 the petition was filed and since the date the summons was served or the respondent
joined.

18 2.7 SEPARATION CONTRACT OR PRENUPTIAL AGREEMENT.

19 The parties signed a marriage contract and prenuptial agreement in Iran but ultimately
20 neither party sought to enforce those contracts in this court although the wife initially
indicated an intention to do so.

21 2.8 COMMUNITY PROPERTY.

22 The parties have real or personal community property as set forth in Exhibits 1 and 2.
23 This exhibit is attached or filed and incorporated by reference as part of these findings.

24 2.9 SEPARATE PROPERTY.

25 The husband has the following real or personal separate property:

- 26
- Items of jewelry which were gifts to him during the marriage.

- Personal property acquired prior to marriage and since separation.
- That portion of his pension and retirement accounts which was accumulated prior to the parties' marriage.

The wife has the following real or personal separate property:

- Items of jewelry which were gifts to her prior to and during the marriage
- Personal property acquired prior to marriage and since separation
- A interest in an inheritance from her father, who passed away prior to the parties' marriage, which interest will not pass to the wife until her mother passes away.

2.10 COMMUNITY LIABILITIES.

The parties have incurred community liabilities as set forth in Exhibit 1 to the Decree of Dissolution. This exhibit is attached or filed and incorporated by reference as part of these findings.

In addition to the mortgage liabilities set out in Exhibit 1 to the Decree of Dissolution, the parties' S Corporation business, ENI, has liabilities and potential liabilities, including but not limited to liabilities related to the TNS lawsuit, potential liabilities to former H-1B Visa employees, amounts owing to AT&T Wireless, Qwest and other creditors.

2.11 SEPARATE LIABILITIES.

The husband has incurred the following separate liabilities:

| <u>Creditor</u> | <u>Amount</u> |
|---|---------------|
| BECU #2547 (beyond as set out in Exhibit 1) | 0 |
| AMEX #63002 (beyond as set out in Exhibit 1) | \$25,700 |
| US Bank VISA (beyond as set out in Exhibit 1) | \$15,000 |
| BECU #8303 (beyond as set out in Exhibit 1) | \$12,000 |
| AMEX 1009 (beyond as set out in Exhibit 1) | |
| Stella L. Pitts and Associates | \$159,466 |
| Short, Cressman, & Burgess | \$40,000 |

The wife has incurred the following separate liabilities:

| <u>Creditor</u> | <u>Amount</u> |
|--|---------------|
| AMEX #41005 (beyond as set out in Exhibit 1) | \$5,166.52 |
| Bank of America VISA | \$8,159.91 |
| BECU #3703 (beyond as set out in Exhibit 1) | 0 |
| Sohrab Bodaghi | \$30,000 |
| Soudabeh Bodaghi | \$5,000 |
| Skellenger Bender, P.S. | \$196,625.39 |

1
2 2.12 MAINTENANCE.

3 Maintenance should not be ordered because:

4 The following factors would militate in favor of ordering spousal maintenance:

- 5
- 6 • The wife clearly has a need for maintenance
 - 7 • This is a 20 year marriage where the parties and their children enjoyed a high standard of living
 - 8 • By agreement the wife stayed home and took care of the children and has largely been out of the workforce except for sporadic, part-time employment at the parties' business
 - 9 • The wife's English skills need improvement
 - 10 • Without further training the wife currently has the ability to earn no more than \$10 to \$12 per hour per the credible testimony of vocational expert William Skilling
 - 11 • It is anticipated that the wife will return to school with a goal of becoming a CPA, which should take her approximately two years, after which, if she passes the CPA exam, she should be able to earn approximately \$42,000 annually.
 - 12 • The husband is a smart, resourceful, good businessman who created, ran, and almost solely maintained a profitable and successful business, ENI
 - 13 • The husband will continue to have much greater earning ability than the wife will ever have
- 14

15 However, because the business has been closed and the husband is currently earning \$62,000 from full-time employment, he does not currently have the ability to pay spousal maintenance so, in lieu of spousal maintenance, and in light of the parties' disparate economic circumstances, the wife should be awarded 80 percent of the community assets as set out in Exhibit 1 and the husband should be awarded 20 percent, except that the condominium shall be sold and applied to the children's college expenses as further detailed below and in the Order of Child Support.

19 The division of assets indicated in paragraphs 2.8 through 2.11 above and Exhibit 1 to the Decree of Dissolution supplants maintenance which would otherwise be ordered on behalf of the wife. The disproportionate award of assets is also based on the court's finding that the pool of community assets available to divide has been diminished by the husband's intransigent conduct, including conduct which was the basis for findings by the arbitrator that the husband was trying to give away community property and that the husband had breached his fiduciary duty to the community to preserve assets.

23
24 2.13 CONTINUING RESTRAINING ORDER.

25 Does not apply.

26 Although the court found that there was a history of intentional harassment of the wife by the husband, because there have been no reported violations of the restraining

1 orders or incidents during the past year since the restraining order was in effect, the
2 court does not find a basis for entry of a continuing restraining order.

3 2.14 PROTECTION ORDER.

4 Does not apply.

5 2.15 FEES AND COSTS.

6 Both parties have requested attorneys' fees. The court cannot award attorney's fees
7 based on need and ability to pay pursuant to RCW 26.09.140 because neither party has
8 the ability to pay the other party's fees.

9 The wife has paid over \$226,000 in attorney's fees and costs as of September 4, 2009,
10 which has been paid from community funds. She still owes her attorney approxi-
11 mately \$196,000 in attorney's fees and costs, including experts, arbitrators, copying,
12 messenger and numerous other costs.

13 Both parties claim that an award of fees is justified based on the other party's
14 intransigence. If the court finds that a party has been intransigent, the court can award
15 fees without regard to the parties' financial circumstances.

16 There is no evidence that the wife has been intransigent or in bad faith in any respect.
17 The evidence indicated that she followed all of the orders and arbitrator's rulings.
18 While both sides had a lot of trial exhibits, the court does not find that that is a basis
19 for awarding fees. While the husband complains of the wife's resort to arbitration on
20 multiple occasions, the impetus for many of those arbitrations was, as described
21 below, the husband's violations of the arbitrator's and court orders. The parties agreed
22 near the outset of the case to engage in arbitration rather than appearing on the family
23 law motions calendar; either way, there would have been fees or costs. The wife's
24 resort to arbitration to enforce rulings and orders was reasonable and not a basis for a
25 finding of intransigence.

26 The husband also complains of the expense caused when the wife requested that the
special master ordered by the arbitrator be appointed as a general receiver and then
reversed that request. The court finds that special master/general receiver issue came
about because the arbitrator determined that the husband could not be trusted with the
assets of ENI. Any costs incurred as the wife and her counsel attempted to get a
neutral in place relate back to the husband's breach of fiduciary duty.

Accordingly, the court should and does deny the husband's request for fees based on
intransigence.

The court finds that the husband has engaged in a pattern of intransigent conduct,
including but not limited to the conduct described below, which caused the wife to
incur additional attorneys' fees and costs, which is the basis for the court's finding that
the husband should pay the wife \$100,000 based on the husband's intransigence. The
court further finds that the attorney's fees incurred by the wife were reasonable and
necessary in light of the need to respond to the husband's intransigent conduct.
Nonetheless, a considerable portion of these fees and costs would have been incurred
in the usual course of such a contentious litigation. Thus, the court reduces the fee

1 award to the wife to \$100,000, which is a reasonable and necessary fee award under
2 all of the circumstances described herein.

3 Because of the pervasive nature of the husband's intransigence, the court finds that it
4 is not necessary to itemize the fees and costs which were incurred based on
5 intransigence. The husband's intransigent conduct included:

- 6 • Repeatedly misusing joint funds, including joint checking accounts for his
7 separate expenses and failing to account for his use of such funds despite
8 multiple arbitrator's orders
- 9 • Falsely claiming that he could not provide documentation of those expenses or
10 discovery because of the shut-down of the ENI offices when requests for
11 documentation were made long before the office was shut down and there was
12 evidence that the husband forwarded himself documents that he wished to have
13 available prior to the office closure
- 14 • Failure to comply with the process specified by the arbitrator for sale of the
15 Renton house, including failing to provide keys which he had been ordered to
16 provide in 48 hours for two weeks
- 17 • Conduct related to the Renton house which resulted in a six month delay in
18 sale of the house and required the wife to participate in arbitration related to
19 that issue
- 20 • Failure to return the wife's car keys despite multiple arbitrator orders that he
21 do so
- 22 • Failing to provide discovery on a timely basis and claiming falsely that he
23 could not turn over items requested in discovery because he lacked access to
24 documents because of the ENI office closure when he had forwarded himself
25 documents prior to the office closure, a failure which by itself caused the
26 petitioner to incur at least \$12,000 in attorney's fees
- After being prohibited by the arbitrator from paying any debts over \$500
without advance agreement by the wife, directing an attorney to make an offer
of settlement of \$200,000 on a 9 year-old debt (the Aster Debt) which the
arbitrator ultimately found to be time-barred by the statute of limitations, an
attempt by the husband to give away community funds, and a violation of the
husband's fiduciary duty to protect community assets. The arbitrator awarded
\$25,000 in attorney's fees related to the Aster debt issue but the actual fees and
costs incurred by the wife were at least \$37,000
- Violating arbitrator's orders on multiple occasions, which resulted in the
arbitrator ordering a special master to be appointed at the husband's expense

24 The husband US Bank Sweep Account awarded to the husband and the vehicles
25 awarded to the husband other than the Lexus should be applied toward the \$100,000
26 attorney's fee award. US Bank should transfer the funds directly to Skellenger Bender
by way of cashier's check or electronic transfer to the Commerce Bank account. After
application of those funds and proceeds from sale of the cars (less costs incurred by
the wife to replace the broken window in one and tires in another so that the cars can

1 be moved and sold), the wife should have judgment against the husband for the
2 remaining balance. The wife should submit the proposed Judgment and all
documentation to IC Judge Mariane Spearman on a motion set without oral argument.

3 2.16 PREGNANCY.

4 The wife is not pregnant.

5 2.17 DEPENDENT CHILDREN.

6 The children listed below are dependent upon either or both spouses.

| 7 <u>Name of</u> | | <u>Mother's</u> | <u>Father's</u> |
|---------------------------|------------|-----------------|-----------------------------------|
| 8 <u>Child</u> | <u>Age</u> | <u>Name</u> | <u>Name</u> |
| 9 Bahareh Danesh-Bahreini | 13 | Soheila Bodaghi | Mohammed Vahid Danesh-Bahreini |

10 Other:

11 The following child is dependent for purposes of post-secondary education expenses:

| | | | |
|-----------------|----|-----------------|-----------------------------------|
| 12 Kaveh Danesh | 18 | Soheila Bodaghi | Mohammed Vahid Danesh-Bahreini |
|-----------------|----|-----------------|-----------------------------------|

14 2.18 JURISDICTION OVER THE CHILDREN.

15 This court has jurisdiction over the children for the reasons set forth below.

16 This state is the home state of the children because:

17 The children lived in Washington with a parent or a person acting as a
parent for at least six consecutive months immediately preceding the
18 commencement of this proceeding.

19 Any absences from Washington have been only temporary.

20 No other state has jurisdiction.

21 2.19 PARENTING PLAN.

22 The parenting plan signed by the court on this date is approved and incorporated as
part of these findings.

24 2.20 CHILD SUPPORT.

25 There are children in need of support and child support should be set pursuant to the
Washington State Child Support Schedule. The Order of Child Support signed by the
26 court on this date and the child support worksheet, which has been approved by the
court, are incorporated by reference in these findings.

1
2 2.21 OTHER.

- 3 1. Both parties testified that they were strongly committed to Kaveh's completion of
4 his college education at Duke and were committed to funding that education.
5 While the parties differed on how best to fund his education, the court finds that,
6 based on both parents' strong commitment to Kaveh's education at Duke, the
7 condominium owned by the parties should be sold and applied to Kaveh's, college
8 expenses at Duke; if any funds remain, they should be applied to the daughter's
9 college expenses.
- 10 2. While the court initially ruled that the wife would have control of the funds for the
11 son's college education, at the husband's request, and with the wife's agreement,
12 in exchange for the husband's agreement to cover all of the son's post-secondary
13 support (including but not limited to all remaining Duke tuition, room and board
14 for son to complete his college education at Duke, books, summer school
15 expenses, Visa card expenses, car insurance and maintenance, medical insurance
16 and expenses, and air travel home for vacations) the husband should have control
17 of the sale of the condominium and control of the proceeds; provided, however,
18 that he may not use those proceeds other than for the son's and daughter's post-
19 secondary support and that both parties will divide equally any tax deduction
20 which they can receive from use of the funds for college tuition, room and board.
21 The husband should provide the wife with information about when the
22 condominium sells and the amount of the proceeds and should provide the wife
23 with documentation as to where the funds are being held and a periodic (quarterly
24 or more frequently) accounting of how the funds are being used toward Kaveh's
25 expenses.
- 26 3. The husband, Vahid Bahreini, should be awarded the business, ENI, and any
remaining assets and liabilities for zero value. Because he has been the sole
manager of the business and is the one best situated to address with potential
claims and liabilities, and because he is being awarded the business at zero value
notwithstanding credible testimony by Steven Kessler that, as a going concern, the
business had a value of approximately \$600,000, the husband should be
responsible for all ENI liabilities, including but not limited to any tax liabilities,
any liabilities to former employees, the TNS lawsuit. Provided, however, that the
\$25,000 in ENI/community funds being held in Steve Connor's trust account and
the US Bank blocked account balance of approximately \$51,000, which will be
transferred to Mr. Connor to be held in trust for use in settlement of the TNS case,
will be applied to the TNS liability and not attributed to the husband as an assets
awarded to him. Should any of those funds remain after resolution of the TNS
matter, the balance will belong to the husband.
4. The husband offered testimony that the wife's jewelry was worth \$150,000, in
response to which the wife agreed that the husband could have her jewelry for

1 \$150,000, that testimony was the basis of the court initially ruling that the husband
2 would be awarded the wife's jewelry at that value. The husband then changed his
3 position about the value of the wife's jewelry and instead sought to be awarded the
4 \$26,000 diamond ring which he alleged was an ENI asset at zero value. In light of
5 the conflicting testimony and positions offered by the husband, and the wife's
6 credible testimony that virtually all of her jewelry had been gifts to her, which
7 would make them her separate property, the court should award her jewelry (which
8 the wife testified was worth approximately \$35,000) as her separate property.

- 9
- 10 5. The "transfer payment" at the bottom of Exhibit 1 which the husband will owe the
11 wife in order to effectuate the 80/20 division of assets will need to be adjusted
12 after the actual net proceeds from the sale of the 5563 house is known. In the
13 meantime, judgment shall be entered against the husband's home for the amount
14 showing at the bottom of Exhibit 1, which judgment shall be payable by no later
15 than December 31, 2013. At the time the amount of proceeds is now such that the
16 judgment can be adjusted, the wife may prepare a judgment and note it for entry
17 before Judge Mariane Spearman without oral argument.
- 18 6. The children's jewelry should remain in the wife's safe deposit box and should be
19 available to the children upon demand once they reach the age of 18.
- 20 7. Each party should provide the other with all keys, titles, account transfer forms and
21 other documents necessary to effectuate this court's order. The husband should
22 return any keys to the wife's X5 that he has in his possession or that he comes
23 across in stored ENI boxes.

24 III. CONCLUSIONS OF LAW

25 The court makes the following conclusions of law from the foregoing findings of fact:

26 3.1 JURISDICTION.

The court has jurisdiction to enter a decree in this matter.

3.2 GRANTING A DECREE.

The parties should be granted a decree.

3.3 PREGNANCY.

Does not apply.

3.4 DISPOSITION.

1 The court should determine the marital status of the parties, make provision for a
2 parenting plan for any minor children of the marriage, make provision for the support
3 of any minor child of the marriage entitled to support, consider or approve provision
4 for maintenance of either spouse, make provision for the disposition of property and
5 liabilities of the parties, make provision for the allocation of the children as federal tax
exemptions, make provision for any necessary continuing restraining orders, and make
provision for the change of name of any party. The distribution of property and
liabilities as set forth in the decree is fair and equitable.

6 3.5 CONTINUING RESTRAINING ORDER.

7 A continuing restraining order should be entered.

8 3.6 PROTECTION ORDER.

9 Does not apply.

10 3.7 ATTORNEY'S FEES AND COSTS.

11 Attorney's fees, other professional fees and costs should be paid to the wife based on
12 the husband's pattern of intransigent conduct.

13 3.8 OTHER.

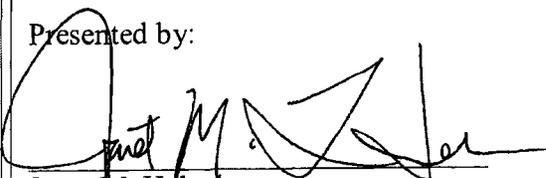
14 For tax year 2008, the parties should file as married filing separately, per the
15 husband's proposal.

16 DONE IN OPEN COURT this 29 day of September, 2009.

17 
18 JUDGE/COURT COMMISSIONER
Mariane C. Spearman

19 Presented by:

Approved as to Form;
Notice of Presentation Waived:

20 

21 

22 Janet M. Helson
23 WSBA No. 21378
SKELLENGER BENDER, P.S.
Attorney for Petitioner

24 Shana Thompson
25 WSBA No. 30163
26 STELLA L. PITTS AND ASSOCIATES
Attorneys for Respondent

DECLARATION OF MAILING

The undersigned declares under penalty of perjury, under the laws of the State of Washington, that the following is true and correct:

That on December 6, 2010, I arranged for service of Respondent's brief (my brief) and the designation of clerk's papers to the Court and the parties to this action as follows:

| | |
|---|---|
| Office of Clerk Court of Appeals – Division I 600 University St Seattle, WA 98101-1176 | <input type="checkbox"/> Facsimile <input type="checkbox"/> Messenger <input type="checkbox"/> Overnight Mail <input checked="" type="checkbox"/> Hand Delivered |
| Mohammed Vahid Danesh-Bahreini 6185 156th Place SE Bellevue, WA 98006 | <input type="checkbox"/> Facsimile <input type="checkbox"/> Messenger <input checked="" type="checkbox"/> Overnight Mail <input type="checkbox"/> Hand Delivered |

DATED at Bellevue, Washington December 6, 2010.



Soheila Bodaghi, Pro Se
Respondent

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
KING COUNTY

In re the Marriage of:

SOHEILA BODAGHI

Petitioner/Respondent,

and

MOHAMMED VAHID DANESH-BAHREINI

Respondent/Appellant.

Appeal No. 64376-2-1

Cause No. 08-3-05665-5 SEA

SUPPLEMENTAL DESIGNATION
OF CLERK'S PAPERS

| Sub No. | Document Description | Entry Date |
|---------|---|------------|
| 58 | Petitioner's Response Re Child Counseling | 06/02/2009 |
| 75 | Declaration of Sohrab Bodaghi | 07/09/2009 |
| 76 | Declaration of Behzad Bodaghi | 07/09/2009 |
| 77 | Declaration of Soheila Bodaghi | 07/09/2009 |
| 78 | Declaration of Gary B. Wieder | 07/09/2009 |
| 79 | Declaration of Peter Sheridan | 07/09/2009 |
| 80 | Declaration of Petitioner's Counsel re Witnesses | 07/09/2009 |
| 81 | Petitioner's Response to Respondent's Motion in Limine | 07/09/2009 |
| 82 | Declaration of Amy Bell | 07/09/2009 |
| 83 | Declaration of Jesse Dykshoorn | 07/09/2009 |
| 84 | Addendum to Petitioner's Response to Motion in Limine & In Camera Child Interview | 07/10/2009 |
| 85 | Declaration of Kathryn Gordon | 07/10/2009 |
| 86 | Declaration of Jesse Dykshoorn | 07/10/2009 |
| 101 | Declaration of Counsel Re Attorney's Fees and Costs | 09/08/2009 |
| 102 | Petitioner's Post-Trial Motion for Attorney's Fees and Costs | 09/08/2009 |
| 106 | Praecipe | 09/09/2009 |
| 107 | Attachment/Exhibits to Declaration re Attorney's Fees and | 09/09/2009 |

SUPPLEMENTAL DESIGNATION
OF CLERK'S PAPERS

| | | |
|------|--|------------|
| | Costs | |
| 111 | Petitioner's Reply in Support of Her Post-Trial Motion for Attorney's Fees | 09/15/2009 |
| 113 | Reply Exhibits | 09/15/2009 |
| 115D | Parenting Plan (Final Order) | 09/29/2009 |
| 120 | Objection and Motion to Strike Respondent's Motion for Reconsideration | 10/19/2009 |

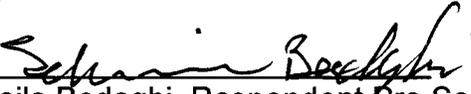
| Exhibits | No. |
|---|-----|
| Order Confirming Arbitrator's Ruling re Financial Issues, dated 01/15/09 | 1 |
| Arbitrator's Ruling Regarding Temporary Financial Issues, dated 01/15/09 | 2 |
| Arbitrator's Ruling on Reconsideration of Order, dated 01/05/09, dated 02/18/09 | 3 |
| Email from Arbitrator Lawrence Besk, dated 03/21/09 | 4 |
| Arbitrator's Ruling, issued 03/22/09 | 5 |
| Arbitrator's Letter re Ruling, dated 04/07/09 | 6 |
| Arbitrator's Order re: Blocked Accounts, Request for Reconsideration and Award of Attorney's Fees, dated 04/18/09 | 7 |
| Arbitrator's Ruling, issued 05/19/09 | 8 |
| Arbitrator's Ruling re: Reconsideration of Appointment of Receiver, issued on 05/27/09 | 9 |
| Arbitrator's Ruling on Motions for Predistribution for Attorney's Fees, Expert Fees and costs, issued on 06/03/09 | 10 |
| US Income Tax Return for an S Corporation (for tax year 1998) | 11 |
| US Income Tax Return for an S Corporation (for tax year 1999) | 12 |
| US Income Tax Return for an S Corporation (for tax year 2000) | 13 |
| US Income Tax Return for an S Corporation (for tax year 2002) | 14 |
| Account detail for BECU Checking Acct. (**5744), dated 05/15/09-06/30/09 | 18 |
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| US Bank statement for account ending 0114 for May 2008 | 343 |
| US Bank Deposit of \$520,000 on 3/15/08 | 348 |

| | |
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| US Bank Withdrawal of \$300,000 on 6/17/08 | 349 |
| US Bank Check for \$150,000 on 6/23/08 | 350 |

If you have any questions relating to this request, please contact Soheila Bodaghi.

DATED this 6th day of December 2010.



Soheila Bodaghi, Respondent Pro Se