

No. 71915-7-1

**The Court of Appeals of the State of Washington
Division I**

In Re the Marriage of:

SANDRA LEE NORRIS,

Respondent,

v.

BRETT ALAN NORRIS

Appellant.

BRIEF OF APPELLANT

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A. Assignment of Error and Issues Pertaining to
Assignment of Error

Assignment of Error:

1. The trial court erred in the duration and amount of lifetime maintenance in an order entered on April 11, 2014.

Issues Pertaining to Assignments of Error:

1. Is it an abuse of discretion for the trial court to award lifetime maintenance to a party where there is no objective evidence supporting that party's subjective testimony regarding the level of her disability, if any?
2. Is it an abuse of discretion for the trial court to award lifetime maintenance to one party and in an excessive amount that essentially only leaves the other party 20% of his paycheck?

B. Statement of the Case

This case involves a marriage of 24 years, 1984 through 2008. Five (5) children were born of this marriage, two (2) of which were still minors at the time of separation, December 18, 2008 – only one of which was a minor at the time of trial. At the time of trial, Ms. Norris was 50 years old and Mr. Norris was within a few months of turning 50.¹

Employment of Ms. Norris

In her initial motion and declaration to the Court for Temporary Orders in March of 2009 Ms. Norris indicated that all of her employment prospects were self employment.² In subsequent review hearings in subsequent years she reiterated pursuit of these two (2) avenues of self employment and added others.³ From a

¹ CP 129, Page 4, Lines 1-12.

² CP 128, Ex 118, Page 4, Lines 17-22.

“I do not work outside of the home. I have recently started a home business as a floral designer for weddings, special events, and funerals. Much of this work has been done for people in my church and from word of mouth referrals. It is my plan to expand this business through internet promotion. All of my profit thus far has gone back into the business. I have also started a small agriculture business growing garlic, salad greens, and flowers to sell locally. Even when I get my business going, it will not be enough to support our household.

³ RP, Vol 2, Page 172, Lines 2-17.

Q: And later on, when you went back to court, you told the Court that you do select upholstery work and various classes such as husbandry – animal husbandry and so forth; is that correct?

website that has been under construction since March of 2009 for one of her self-employed endeavors, a floral business, five (5) years later at the time of trial in January 2014, Ms. Norris had not produced any business at all.⁴

///

///

RP, Vol 2, Page 172, Lines 2-17 (Continued)

A: That's correct. All things I was pursuing trying to make an income.

Q: And then still later you told the Court that you were going to be selling a few dozen eggs per week with more customers than eggs; is that correct?

A: That's correct.

Q: Dis any of those home businesses make you any money?

A: Negligent – a very little.

Q: At one time you were selling products for Norwex. What is Norwex?

A: Norwex is environmentally friendly household cleaning products.

³ RP, Vol 2, Page 173, Lines 3-8. (Continued)

Q: Were you able to make any money selling Norwex products?

A: It is something that I am pursuing.

Q: Pardon me?

A: It is something that I am pursuing.

Q: You are pursuing currently?

A: Currently.

⁴ RP, Vol 2, Page 192, Lines 22-25; Page 193, Lines 1-3.

Lack of Objective Evidence for Ms. Norris

Regarding the status of Ms. Norris' health in March of 2009 she testified among other things that she was "disabled."⁵ However she has not had enough confidence in her "disability" to even pursue obtaining a disability parking placard.⁶ At trial Ms. Norris was unable to have any objective evidence in support of her medical condition[s] entered into evidence over objections of hearsay and lack of foundation. Indeed pro-offered Exhibits 42, 43⁷ and 46⁸ were denied even after the trial judge gave counsel for

⁵ CP 128, Ex 118, Page 4, Lines 24-25; Page 5, Lines 1-6.

"I cannot home school and work full time. In addition, I am disabled and could not work full time because of my limitations. I have fibromyalgia and I had a head injury several years ago that left me with debilitating headaches. I do not know a day without a headache or pain. Everything I do is slow and deliberate. Sometimes the pain is so bad all I can do is go lay down in a quiet room. Because of the home schooling and my medical condition I cannot hold a full time job and I am in need of help to pay the mortgage and other community debts."

⁶ RP, Vol 2, Page 182, Lines 15-21.

Q: You've testified about all these disabilities you have. Do you have a disability placard to put on the rearview mirror of your vehicle?

A: No, I don't.

Q: Have you ever tried to get one because of your disabilities?

A: No. I've thought about it.

⁷ RP, Vol 2, Page 17, Lines, 6-15; 19-22.

⁸ RP, Vol 2, Page 26, Lines 8-20.

Ms. Norris overnight to obtain testimony from either doctors or records custodians lay the proper foundation[s].⁹

The failure by Ms. Norris to call doctors or records custodian[s] to lay these foundations was not accident or inadvertent neglect. This was a deliberate trial tactic. Indeed counsel for Ms. Norris indicated the same in his opening statement upon inquiry by the Court that they would not be calling any doctors as witnesses.¹⁰ Despite multiple inferences from the Court over two (2) days as to how to get the medical records introduced, counsel for Ms. Norris never procured the proper witnesses to provide the necessary foundation[s].¹¹

As for her current medical condition at trial over five (5) years after the parties separated in December of 2008, Ms. Norris indicated that she had made some improvements.¹² In 2009 her

⁹ RP, Vol 1, Page 140, Lines 18-25; Page 141, Lines 1-13.

¹⁰ RP, Vol 1, Page 14, Line 24-25.

¹¹ RP, Vol 2, Page 17, Lines 6-10; 14-15; and 19-22.

“As to 42 and 43 though, quite simply, they are hearsay. And there certainly is a *medical records exception*, but there has to be a *foundation laid from either the custodian of records or someone to get them in under a hearsay exception* And I will not admit them **at this time**. ... **But at this point**, quite simply, for the purposes they would seem to be offered, 42 and 43 are hearsay and will not be admitted **at this time**.”
(Emphasis Added).

¹² RP, Vol 2, Page 20, Lines 9-17.

pain level was reported as a four on a one to ten scale. At the time of trial she testified that on a "typical day prior to the stress of preparing for this trial, I was between a four and a six."¹³

Ability of Mr. Norris to Pay

At the initial court hearing on 3/18/2009 for temporary orders the Court ordered:

- Mr. Norris to pay undifferentiated family support in the amount of \$4,000 per month;
- Both parties to make best efforts to pay community debts; and
- Mr. Norris to pay \$2,500 in attorney's fees in time payments.¹⁴

The Temporary Order of 3/18/2009 was based upon the annual earnings of Mr. Norris as reported on his 2008 tax return [\$144,735 gross].¹⁵ In addition to paying \$4,000 per month in undifferentiated family support, Mr. Norris was also paying a \$275 per month truck payment on a 1993 Chevrolet Dually Pickup in the possession of Ms. Norris.¹⁶ After entry of the Order and those financial obligations, fully 80% of Mr. Norris' paycheck was gone

¹³ RP, Vol 2, Page 24, Lines 15-21.

¹⁴ CP 128, Ex 25.

¹⁵ CP 128, Ex 4.

¹⁶ RP Vol 3, Page 107; Lines 18-22; Page 108, Line 12.

with the additional deductions for federal tax, FICA, Medicare, pension, union dues, and health insurance for his family¹⁷ leaving him to live on the generosity of friends for reduced rent and a vehicle to drive other than his work van.¹⁸

Within a few months of entry of 3/18/2009 Order, Jonathan, the 18-year-old son of the parties, came to reside with Mr. Norris in Seattle, and he provided in-kind support for Jonathan through the time of trial and continues to do so.¹⁹

During the years of the "Great Recession" that followed and prior to the entry of the Decree, Mr. Norris' wages diminished over the following years by some 28% [\$96,900 in 2009; \$101,000 in 2010; \$103,000 in 2011; and 104,295 in 2012.²⁰ Part of this reduction in income during this period was due to Mr. Norris being demoted from a Foreman to Journeyman Electrician because with the stress and time needed to represent himself for 3½ years of five (5) years of litigation of this matter he could no longer work 80

¹⁷ RP, Vol 3, Page 153, Lines 1-18.

¹⁸ RP, Vol 3, Page 59, Lines 21-25; Page 60, Lines 1-11; Page 61, Lines 17-25; Page 62, Lines 1-16.

¹⁹ RP, Vol 3, Page 65, Lines 18-25; Page 66, Lines 1-5.

²⁰ CP 128, Ex 104.

hours weeks as he did previously.²¹ By May of 2010 the then-attorney for Mr. Norris had withdrawn from his representation because Mr. Norris could not pay his own attorney's fees.²²

Litigation in this matter has lasted over five (5) years through no fault of Mr. Norris. Trial of this matter was continued no less than seven (7) times [six (6) of those at the request of the Ms. Norris].²³ Meanwhile Mr. Norris for his part continued to timely pay \$4,000 in undifferentiated each and every month until modified by the Court in temporary orders entered 8/30/2013.²⁴ Indeed the Presiding Department was so frustrated with the trial continuances that upon entry of the 5th trial continuance, ordered that the trial be automatically confirmed by the Clerk of the Court.²⁵

On 4/11/2014 the trial Court entered a Decree of Dissolution of Marriage;²⁶ Findings of Fact and Conclusions of Law;²⁷ an Order of Child Support; and a Final Order Parenting Plan. Among other

²¹ RP, Vol 3, Pages 131, 132, Lines 1-4.

²² RP, Vol 3, Page 68, Lines 1-5 and 16-19.

²³ CP 128, Ex 117.

²⁴ CP 128, Ex 108.

²⁵ CP 128, Ex 117, Page 3, Item #79.

²⁶ CP, 136.

²⁷ CP, 135.

things, the Decree ordered lifetime maintenance in the amount of \$2,500 per month to Ms. Norris until the 65th birthday of Mr. Norris, and \$1,000 per month thereafter until the death of either party or the remarriage of Ms. Norris.²⁸ The only written finding made by the Court regarding maintenance was: "Maintenance should be ordered because: The wife has shown a need and the husband has been shown to have an ability to pay."²⁹

In addition the Order of Support required Mr. Norris to pay base child support of \$688.55 per month for the minor child Rebecca;

- PLUS 59.9% of uninsured medical expenses, [Paragraph 3.19, Page 8];
- PLUS Post Secondary Support for Ryan Norris, age 19, "for educational expenses only, associated with the ALERT Program, and will be akin to how special child rearing expenses such as tuition are handled under RCW 26.19.080(3);
- PLUS the reservation of Post Secondary Expenses for the minor child Rebecca, age 15, at the time of entry of the Order.

²⁸ CP 135, Pages 5 and 6, Paragraph 3.7.

²⁹ CP 135, Page 5, Paragraph 2.12.

Credibility

When as in the instant case there is no objective evidence to support a proposition, the Court has to determine issues[s] based solely on the credibility of those witnesses.

Ms. Norris claims to have never denied Mr. Norris visitation with his children.³⁰ However at a hearing on 12/24/2013 the Court found no trouble finding her in contempt of court for willfully denying Mr. Norris visitation with his then-14 year old daughter on Thanksgiving 2013. This despite receiving written notice as early as 9/20/2103 reminding her that the holidays of Thanksgiving and Christmas were allocated in the Parenting Plan to Mr. Norris in 2013 and all odd years, and New Year's Day in 2014 and all even years. A week later, Ms. Norris again denied him visitation with his daughter on New Year's Day, but no legal action was taken because of the trial scheduled to begin 01/07/2014.

Ms. Norris testified that she has "severe environmental allergies" such as those contained in carpet, and that all the carpeting was removed from the residences of the parties first in

³⁰ RP, Vol 1, Page 42, Lines 7-8.

"I have never denied him access to his children."

RP, Vol 3, Page 28, Lines 5-6.

"As I have stated many times, I have never denied my husband access to his children."

Marysville³¹ and later at the farm in Arlington³² because of this. However the extremely detailed testimony of Mr. Norris who indicated that remodeling was done in each residence that included removal of existing carpet from hallways, and the living room in the Marysville house, and replaced with new carpet in the boys' rooms. The existing carpet in the marital master bedroom remained for the full five (5) years that the parties resided at the Marysville house as did the existing carpet in the marital master bedroom at the Arlington farm.³³

Ms. Norris indicated she didn't have time for a job outside of the home because the home schooling she was doing with the children was a full time job.³⁴

However, her adult son, Jonathan Norris, when questioned about the home schooling did not support this contention.³⁵

³¹ RP Vol 1, Page 33, Line 25; Page 34, Lines 1-3 and 11-15.

³² RP Vol 1, Page 35, Lines 9-14.

³³ RP, Vol 3, Page 85, Lines 18-25; Pages 86 and 87.

³⁴ CP 128, Ex 118, Page 1, Lines 18-19. Additionally, see footnote #5 above.

³⁵ RP, Vol 2, Page 106, Lines 8-25, Page 107, Lines 1-3.

Q: Will you describe for the Court how the home schooling was taught at the farm by your mother?

A: We were given textbooks and a video series from Bob Jones University. And we were told to work on it on our own.

C. SUMMARY OF ARGUMENT

RCW 26.09.090³⁶ provides a list of factors for the Court to take into consideration when making an award of maintenance for a party in a dissolution action.

When there is no objective evidence presented on the issue of a health condition and/or disability of the spouse requesting maintenance, then it is an abuse of discretion of the Court to award

RP, Vol 2, Page 106, Lines 8-25, Page 107, Lines 1-3. (Continued)

Q: And that was the sum total of the home schooling?

A: Yeah.

Q: You were left alone with the textbooks and the videos?

A: Mm-hm.

Q: Did you have any further contact with your mother regarding home schooling other than her giving you the initial textbooks and the videos?

A: It was very limited.

Q: How limited?

A: To the extent that we even graded our own work.

Q: Would you meet with her once a week?

A: No usually, no.

Q: Once a month?

A: Potentially Yes.

³⁶ A full copy of RCW 26.09.090 is attached in the Appendix as Item No. A-1.

lifetime maintenance because of a party's health condition based solely on the testimony of the requesting spouse.

It is also an abuse of discretion for a Court to make a lifetime award of maintenance to one spouse and in an excessive amount that essentially only leaves the other spouse 20% of his paycheck.

D. ARGUMENT

1. Lack of Objective Evidence

Any discussion on the topic of maintenance in a dissolution of marriage context must necessarily start with the statutory authority, RCW 26.09.090, which provides a list of factors for the Court to take into consideration when making an award of maintenance for either party.³⁷ In general, an award of maintenance, regardless of what it is labeled or how it is computed, is reviewed for fairness pursuant to the factors set forth in RCW 26.09.090.³⁸

RCW 26.09.090

Maintenance orders for either spouse or either domestic partner -- Factors.

³⁷ **In re Marriage of Williams**, 84 Wn. App. 263, 267-68, 927 P.2d 679 (1996).

³⁸ **Washburn vs. Washburn**, 101 Wn.2d 168, 677 P.2d 152 (1984).

(1) In a proceeding for dissolution of marriage ... the court may grant a maintenance order for either spouse or either domestic partner. The maintenance order shall be in such amounts and for such periods of time as the court deems just, without regard to misconduct, after considering all relevant factors including but not limited to:

(a) The financial resources of the party seeking maintenance, including separate or community property apportioned to him or her, and his or her ability to meet his or her needs independently, including the extent to which a provision for support of a child living with the party includes a sum for that party;

In the trial court's oral decision after a 3½ day trial, the court awarded Ms. Norris the family farm [approx. 4 acres]³⁹ and its numerous outbuildings; the Kubota tractor to service the farm, and all three (3) of the motor vehicles.

In the five (5) years this litigation has gone on, Ms. Norris has not sought any gainful employment outside of the family home. All of her attempts at home based businesses have not produced any meaningful income and have only been used to stall this divorce litigation through seven (7) trial continuances while the meter for undifferentiated family support continued to run against Mr. Norris in the amount of \$4,000 per month.

The Final Order of Child Support provides Ms. Norris with \$688.55 in monthly child support for Rebecca, the 15-

³⁹ RP, Vol 1, Page 35, Line 3-4.

year-old daughter of the parties, plus 59.9 per cent of any uninsured medical expenses and a reservation for post-secondary support for her. It also provides for 50% of the post secondary [educational expenses only] in the ALERT Program for Ryan, the then-19-year old adult son of the parties.

Ms. Norris claims to be “disabled” and cannot work outside of the family home, but no objective evidence was admitted at trial to support her subjective testimony on this issue.

(b) The time necessary to acquire sufficient education or training to enable the party seeking maintenance to find employment appropriate to his or her skill, interests, style of life, and other attendant circumstances;

Ms. Norris has not sought any education nor training to enable her to find employment outside of the home, though before the parties decided to start a family she had planned to attend nursing school at the University of New Mexico. Before and early in their marriage, Ms. Norris

worked doing clerical work for a single-interest insurance company.⁴⁰

(c) The standard of living established during the marriage or domestic partnership;

Mr. Norris was “peddling as fast as he could” working 80 hour weeks⁴¹ to keep the family’s head above water with regard to debt, as well as doing major remodeling work at first the former Marysville residence and later the Arlington farm.

A CR2A Settlement Agreement reached between the parties in March of 2010 provided among other things they would file a joint bankruptcy with attorney Greg Davies of Everett. Both parties contacted and paid retainers to Mr. Davies. When it became obvious that a joint bankruptcy would not be possible because the parties could not agree what to do with the farm [Ms. Norris wanted to keep it; Mr. Norris wanted to walk away from it and the huge debt associated with it], a Court Order entered 9/27/2010 gave

⁴⁰ RP, Vol 1, Page 27, Lines 12-16.

⁴¹ RP, Vol 3, Page 132, Lines 1-4.

each party authority to file a separate individual bankruptcy. Mr. Norris held on until the creditor harassment became too much in 2012, when he filed a separate Chapter 7 Bankruptcy Petition on 4/20/2012 and received a Discharge of his debts on 7/25/2012.⁴²

(d) The duration of the marriage or domestic partnership;

Indeed this is a marriage of 24 years, but Mr. Norris has already been paying monthly maintenance of \$4,000 per month for 53 months from 03/20/2009 through 08/30/2013; \$3,500 in September of 2013; \$3,000 in October; \$2,500 in November; \$2,000 in each of December of 2013 and January of 2014 for a total of \$236,000 before trial.

(e) The age, physical and emotional condition, and financial obligations of the spouse or domestic partner seeking maintenance; and

Ms. Norris was 50 years old and Mr. Norris was a few months shy of turning 50 at the time of trial. Ms. Norris testified to a deteriorating health condition but supplied no admissible objective evidence at trial supporting that

⁴² CP 128, Ex 119

contention, as set forth above in detail. Ms. Norris in the five (5) years of litigation of this matter never sought gainful employment outside of her household to improve her situation. Indeed her efforts at self employment out of her home were not much more than wishes and dreams, and as such never proceeded far beyond the planning stages. An example is evidenced by the attempt to establish a website in 2009 that never got up and running to the time of trial and never produced one piece of business for her home floral business.⁴³

(f) The ability of the spouse or domestic partner from whom maintenance is sought to meet his or her needs and financial obligations while meeting those of the spouse or domestic partner seeking maintenance.

After deducting \$2,500 per month for maintenance, \$688.75 per month for child support and the regular deductions for federal tax, FICA, Medicare, pension, union dues, and health insurance for he and his minor daughter, Mr. Norris is left with between 20 and 28 per cent of his net pay to live on, and could not do so absent the generosity of

⁴³ RP, Vol 2, Page 192, Lines 22-25; Page 193, Lines 1-3.

friends for reduced rent and a vehicle, other than his work van, to drive for visitation with his daughter.

Abuse of Discretion

The standard of review for the appeal of a maintenance award is abuse of discretion.⁴⁴ Maintenance is not a matter of right.⁴⁵ It is based upon two factors: (1) the necessities of [one party] and (2) the financial ability of the [other party] to pay⁴⁶.

In the instant case Ms. Norris was unable to provide the Court with any objective evidence of what she testified to was her “disability.” Additionally the maintenance of a lifestyle to which one has become accustomed is not a test of need.⁴⁷

The instant case of a stay-at-home mom on the family farm lifestyle that Ms. Norris became accustomed to while Mr. Norris worked 80 hour weeks to support her and their five (5) children was not sustainable as evidenced by his eventual bankruptcy. The trial court’s award of lifetime maintenance to Ms. Norris in the amount of \$2,500 per month for 15 years, and \$1,000 per month thereafter

⁴⁴ **In re Marriage of Mathews**, 70 Wn. App. 116, 123, 853 P.2d 462 (1993).

⁴⁵ **Kelso v. Kelso**, 75 Wn.2d 24, 27, 448 P.2d 499 (1968).

⁴⁶ **Kelso v. Kelso**, supra; **Murray v. Murray**, 26 Wn.2d 370, 378, 174 P.2d 296 (1946).

⁴⁷ **Morgan v. Morgan**, 59 Wn.2d 639, 369 P.2d 516 (1962).

[supplemented by one-half of the retirement and pension benefits earned by Mr. Norris] attempts to maintain and/or recreate that lifestyle, which was built on a false foundation in the first place as evidenced by the need for bankruptcy.

As for ability to pay, the Order of the trial court for lifetime maintenance of \$2,500 per month for the next 15 years, plus \$688.75 per month for child support for the next three (3) years minimum and four (4) years minimum of post-secondary support, combined with the regular payroll deductions for federal tax, FICA, Medicare, pension, union dues, and health insurance for he and his minor daughter, leaves Mr. Norris with between 20 and 28 per cent of his net income to live on. He cannot do so without the generosity of friends for reduced rent and for a vehicle, other than his work van, to drive for visitation and other personal errands.

The meaning of the term "abuse of judicial discretion" as applied to divorce cases is not confined to deciding a case by whim, caprice, or arbitrary conduct through ulterior motives or in willful disregard of a litigant's rights, but it also includes a discretion exercised upon grounds or to an extent clearly untenable or manifestly unreasonable.⁴⁸

⁴⁸ **Chamberlin vs. Chamberlin**, 44 Wn.2d 689, (1954)

Abuse of discretion occurs where the trial court's action is manifestly unreasonable, or exercised on untenable grounds, or for untenable reasons.⁴⁹

In the instant case it is manifestly unreasonable for the trial court to try and recreate a lifestyle for Ms. Norris that couldn't survive the marketplace because it required Mr. Norris to work 80 hour weeks indefinitely and ultimately resulted in his personal bankruptcy. Mr. Norris is currently 50 years old. For the trial court to presume Mr. Norris can work 80 hour weeks for the next 15 years to provide the level and duration of maintenance ordered, is also manifestly unreasonable.

Per **Washburn, supra**,⁵⁰ there is nothing "fair" about the amount nor the duration of the maintenance ordered by the trial court in the instant case.

E. Conclusion

On the record presented here, this Court should reverse the Superior Court and remand to that Court with instructions to

⁴⁹ . **Friedlander vs. Friedlander**, 80 Wn.2d 293, 494 P.2d 208 (1972) at 298 citing **Malfait v. Malfait**, 54 Wn.2d 413, 341 P.2d 154 (1959); **High v. High**, 41 Wn.2d 811, 252 P.2d 272 (1953); and **Berol v. Berol**, 37 Wn.2d 380, 223 P.2d 1055 (1950).

⁵⁰ **Washburn vs. Washburn**, 101 Wn.2d 168, 677 P.2d 152 (1984). See original citation at page 13 above.

recalculate the amount and duration of maintenance based upon consideration of 58 months of previous payments totaling \$236,000 under temporary orders and the current financial circumstances of the parties.

Respectfully submitted,

JOHN T. ARRABITO, P.C.

Dated: 12-1-2014


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CERTIFICATE OF SERVICE

I certify that on this date I delivered a copy of Appellant's Brief to:

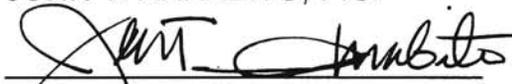
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APPENDIX

RCW 26.09.090

Maintenance orders for either spouse or either domestic partner -- Factors.

(1) In a proceeding for dissolution of marriage or domestic partnership, legal separation, declaration of invalidity, or in a proceeding for maintenance following dissolution of the marriage or domestic partnership by a court which lacked personal jurisdiction over the absent spouse or absent domestic partner, the court may grant a maintenance order for either spouse or either domestic partner. The maintenance order shall be in such amounts and for such periods of time as the court deems just, without regard to misconduct, after considering all relevant factors including but not limited to:

(a) The financial resources of the party seeking maintenance, including separate or community property apportioned to him or her, and his or her ability to meet his or her needs independently, including the extent to which a provision for support of a child living with the party includes a sum for that party;

(b) The time necessary to acquire sufficient education or training to enable the party seeking maintenance to find employment appropriate to his or her skill, interests, style of life, and other attendant circumstances;

(c) The standard of living established during the marriage or domestic partnership;

(d) The duration of the marriage or domestic partnership;

(e) The age, physical and emotional condition, and financial obligations of the spouse or domestic partner seeking maintenance; and

(f) The ability of the spouse or domestic partner from whom maintenance is sought to meet his or her needs and financial obligations while meeting those of the spouse or domestic partner seeking maintenance.

[2008 c 6 § 1012; 1989 c 375 § 6; 1973 1st ex.s. c 157 § 9.]

NOTES: Part headings not law -- Severability -- 2008 c 6: See RCW 26.60.900 and 26.60.901.