

No. 37964-3-II

**IN THE COURT OF APPEALS, DIVISION II
OF THE STATE OF WASHINGTON**

In Re the Marriage of

CAROLYN READ, Petitioner-Appellee

&

CURT M. READ, Respondent-Appellant

DEPUTY
BY _____
STATE OF WASHINGTON
COURT OF APPEALS
DIVISION II

(Respondent)
BRIEF OF APPELLEE

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Attorney for Appellee

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TABLE OF CONTENTS

TABLE OF AUTHORITIES.....iii

INTRODUCTION.....1

STATEMENT OF THE CASE.....1

ARGUMENT.....5

ATTORNEYS FEES.....13

CONCLUSION.....14

APPENDIX.....15

TABLE OF AUTHORITIES

RULES

Civil Rule CR2A.....12

INTRODUCTION

The Verbatim Report of Proceedings (VRP) was produced in part at different times and for different purposes. Thus, references in this brief to the “VRP” will be given by indicating whether it is a proceeding before the Honorable Judge Brian Chushcoff or the Honorable Sergio Armijo; the date; and, if applicable, whether it is volume I or II on a given date.

STATEMENT OF THE CASE

This action is one for dissolution of marriage. The Appellee, Carolyn Read, originally filed a petition for legal separation on April 18, 2007. (CP 4-12). The Appellant, Kurt Read, was represented by counsel who filed a Notice of Appearance on April 23, 2007. (CP 13). The Petition for Legal Separation set forth in detail Ms. Read’s suggested division of property and debts. (CP 4-12). Later, on December 10, 2007, an amended petition for dissolution of marriage was filed by Carolyn Read. (CP 101-109). The amended petition set forth even greater detail as regards the suggested distribution of assets and liabilities. (CP 106-109).

The Order Setting Case Schedule was issued and filed by the court on August 16, 2007, and copies were forwarded to both the attorneys representing Mr. Read and Ms. Read. (CP 22-23). The Order Setting Case Schedule contained several deadline dates including the deadline for completing discovery which was

set as March 17, 2008. (CP 22). The trial date, according to the Order Setting Case Schedule was set for May 7, 2008. (CP 22).

As the case proceeded the respondent filed a witness list on January 28, 2009, containing a list of eleven different witnesses anticipated by respondent to testify. In respondent's list of possible witnesses the topics included relating to what topics the witnesses would testify regarding were: (a) details on work expended by community on petitioner's separate property; (b) rolls of the commanders/officers wife and Carolyn Read's lack of involvement in developing Mr. Read's military carrier; and (c) information about the relationship, separate property, work performed, taxes paid and other assets as well as joint property given away among other things. (CP 112-114).

On March 24, 2008, the respondent's attorney filed a notice of intent to withdraw. (CP 115-118). The initial withdrawal was approximately seven weeks before trial and one week after the deadline to complete discovery (March 17, 2008) set in the Case Schedule Order. (CP 22-23). And on April on April 15, 2008, respondent's attorneys re-entered the case by filing a Limited Notice of Appearance in which it was stated that the appearance was "exclusively for the purpose of all communications between counsel for settlement purposes..." (CP 129).

On April 25, 2008, just twelve days before trial, Mr. Read filed a motion to continue the trial date and declared as the basis for his motion that : "I am now representing myself and need time to learn the process." (CP 136-137). The

hearing date was not set and so the Motion for Continuance was heard on the assigned trial date by Judge Brian Chushcoff to whom the case had been assigned.

Judge Brian Chushcoff denied Mr. Read's Motion for Continuance. (VRP Chushcoff, 5/7/08, page 17, line 9) in doing so Judge Chushcoff stated:

“ While I am really not hearing good grounds for a continuance, I have to say.” (VRP Chushcoff, 5/7/08, page 13, lines 19-20).

“See, I can't delay justice for them [referring to Ms. Read] because there is some kind of problem on your side of the thing.” (VRP Chushcoff, 5/7/08, page 14, lines 11-13).

After Judge Chushcoff had denied Mr. Read's motion for continuance, the case was assigned to Judge Sergio Armijo. (CP 160).

The matter then proceeded to trial with Mr. Read representing himself.

Mr. Read was called as the first witness for Ms. Read. In his testimony on direct examination (VRP Armijo, 5/7/08, page 23-69). Mr. Read is questioned with respect to the pretrial information form which had been submitted by Ms. Read pursuant to local court rule. A copy of Ms. Read's pre-trial information form is attached to this brief in the Appendix. It was not submitted nor admitted as an Exhibit. Mr. Read had also submitted for the court's guidance a pre-trial information form. A copy of that form is included in the Appendix to this brief. Mr. Read's pre-trial information form also was not submitted nor admitted as an Exhibit.

Subsequent to the direct examination of Mr. Read, Ms. Read was called to the witness stand. Her testimony is reflected in the verbatim report (VRP Armijo, 5/7/08, pages 69-117).

As indicated neither pre-trial information form was used as evidence. Rather it was used as a guide for the testimony which is the evidence depended upon by the trial court.

Subsequent to Ms. Read's direct examination, Mr. Read cross examined her. (VRP Armijo, 5/7/08, page 117-146; and VRP Armijo, 5/9/08, Volume I, pages 3-34; and VRP Armijo 5/9/08, Volume II, pages 2-32).

During the course of Mr. Read's cross examination of Ms. Read it became obvious that he was simply trying to conduct discovery. Upon objection a colloquy occurred with the court and between Mr. Read and counsel for Ms. Read. During that colloquy Mr. Read stated "but with that said, your Honor, I agree that-with Carolyn, that we need to move on and that's basically what your saying. In the line of questioning that I have got here is probably going to put a lot of stress on Carolyn, and at this point I am willing to withdraw and let the court make a decision (VRP Armijo, 5/9/09, Volume II, page 17).

Thereafter throughout the rest of the proceedings on May 9, 2008, the court, Mr. Read, Ms. Read and Ms. Read's counsel engaged in lengthy discussions regarding division of the property, the distribution of debt, and the parenting plan and provisions relating to the parties children. (VRP Armijo, 5/9/08, Volume II, pages 19-32 and VRP Armijo, 5/9/08, Volume III, pages 2-

26). These later discussions were held in conjunction with the Judge's determination and decision reflected in VRP Armijo, 5/9/08, Volume III.

ARGUMENT

The Appellant first contends that the trial court erred when Appellant's motion for continuance was denied. Appellant is wrong. The trial court properly denied the request for continuance of the trial date. It was properly denied because there was no basis to grant. Mr. Read and his attorneys had ample time from the time the case was first assigned a trial date until the trial to prepare for trial and engage in whatever discovery they thought appropriate. Furthermore, the respondents rebuttal witness list filed January 28, 2008 (CP 112-114) clearly shows that Mr. Read and his attorneys considered the various issues involved in this case long before trial.

This court should also consider and review the Amended Petition For Dissolution Of Marriage filed by Ms. Read on December 10, 2007, almost six months before the trial date. In the Amended Petition For Dissolution Of Marriage (CP 101-109) Ms. Read sets forth, in detail the relief she requests. Furthermore, with just a little less detail, the Petition For Legal Separation filed on April 18, 2007 (CP 4-12) also gave notice to Mr. Read and his attorneys of the issues to be involved in the action.

In his request for a continuance, Mr. Read could not point to anything which had been done by the petitioner to hinder or delay his preparation for trial.

Simply stated, if Mr. Read had issues about being prepared he needed to take those up with his attorneys.

The Appellant's primary contention in this appeal is that the evidence, including testimony, which the court had before it was insufficient evidence upon which to make a determination of an equitable distribution of property and liabilities after considering all relevant factors. It is the contention of the Appellee, Carolyn Read, that in fact the court did have sufficient evidence in the form of testimony to make an informed decision and that it in fact did so. This appeal should be viewed in the context of the entire case and the setting. The parties came to court with information regarding their assets and liabilities which was almost identical. They provided the court with values that differed only in an insignificant way. Insignificant in that the total differences might have amounted to less than \$60,000.00 for a total estate worth more than three million dollars.

As noted, in the Appendix to this brief, are copies of the domestic relation information forms submitted by the petitioner, Carolyn Read, and by Mr. Read. These pre-trial forms were not used as evidence. They were used as a guide in the questioning of Mr. Read and Ms. Read.

The similarities in the two forms should be noted. Starting on the first page of each, items 1 through 5 are exactly the same including the income as well as what should be done with respect to tax exemptions, child support and the like.

The property division forms are almost identical in terms of what should be done with respect to the property. Mr. Read's proposal suggests splitting the USAA joint account XX9564 and he suggests spitting a \$41,000.00 debt which

was identified as a line of credit debt. Other than these two differences his proposal for division was exactly the same.

Even more striking is the fact that the value assigned to the various assets are, in all cases, exactly the same.

It may be argued that the domestic relations information forms themselves are not evidence. However, during the course of the direct examination of Mr. Read as well as the direct examination of Ms. Read, the evidence, in the form of their testimony, clearly established the values shown in both pre-trial information forms. The one exception would be with respect to the value of Mr. Read's military retirement. In a letter prepared by Mr. Read's CPA, Mr. Read's total pension plan was valued at approximately \$72,000.00 more than the value which had been placed on the retirement plan by Ms. Read's expert (see Exhibit 1-copy attached in Appendix). Of that total \$72,000.00 there was \$30,000.00 in increased community property and \$42,000.00 in Mr. Read's separate portion of the military retirement plan. Ms. Read at time of trial agreed that she would not seek an additional award of the military plan based upon the calculation made by Mr. Read's expert.

During trial on May 7, 2008, Mr. Read begins his direct testimony answering questions put to him by Ms. Read's attorney on behalf of Ms. Read. In his testimony, which followed the outline of the pre-trial forms, he agreed to the value of the following properties (see generally VRP Armijo, 5/7/2008, pages 33-45):

Volvo automobile (VRP 34): \$7,000.00

Ford Explorer (VRP 34): \$3,000.00

US Money Market #0259 (VRP 35): \$250,000.00

Husband's FAA First Credit Union Account (VRP 35): \$1,500.00

Husband's FAA Retirement Plan (VRP 35): \$420,738.00

Husband's Military Retirement (VRP 35-36): \$231,827.00-community portion

Husband's TSP Retirement (VRP 36): \$151,290.00

Husband's USAA IRA (VRP 36): \$76,730.00

Husband's USAA Roth IRA (VRP 36): \$8,052.0

Separate portion of military retirement plan (VRP 36): \$331,271.00

ING funds for husband (VRP 38): \$7,730.00

Smith Barney Citi Group Account Balance (VRP 40): 39,260.00

With respect to two major assets, one being the jointly owned home in Tacoma and the USAA joint account #9564, Mr. Read's testimony was simply that he wanted to split those accounts (VRP Armijo, 5/7/2008, pages 34). With respect to all other assets and their values, Mr. Read was questioned and testified that either he did not know the values or that he assumed or believed the values submitted by Ms. Read to be correct. Throughout his testimony and throughout the proceedings in general he complained that he had not accomplished all of the discovery that he would have preferred and therefore did not know information (see generally VRP Armijo, 5/7/2008, pages 33-45).

The bottom line is that Mr. Read either agreed with values, or had no evidence to contradict the values placed upon the assets by Ms. Read. In Ms.

Read's direct examination (VPR Armijo, 5/7/2008, pages 69-103) her testimony covers value of all of the properties including the property values for those items agreed to by Mr. Read as well as those items for which Mr. Read was unable to give any information relative to the value. These latter property values were ones which he simply either did not know of any information contrary to the values or which he said he assumed or believed to be correct. Accordingly, the court in the form of oral testimony, had before it a detailed listing and values of all of the assets of the parties including significant separate assets. Furthermore, but for two of the assets, the proposed distribution as indicated in the pretrial information forms was identical. The changes were:

A. With respect to the USAA joint account number **9564 Mr. Read wanted to split that account (VRP Armijo, 5/7/2008, page 34). The court ultimately awarded the full account to Ms. Read since to do so served to equalize the property distribution. (See Decree: CP 197-203)

B. Mr. Read wanted to divide the responsibility for payment of the \$41,000.00 credit line rather than pay the entire amount himself. The court required him to assume the debt.

Thus, it appears that the dispute relating to distribution revolved around the amount of \$155,000.00 (one-half joint account plus one-half line of credit debt). If the court had accepted Mr. Read's proposal Ms. Read's share of the community property would have been \$1,020,000.00 and Mr. Read's share of the community assets would have been \$1,307,000.00, or a difference of \$287,000.00 in his favor. In addition, and as noted previously, the community portion of Mr.

Read's military pension was actually worth \$30,000.00 more than Ms. Read's value according to Mr. Read's own expert.

Combined with the separate property distribution proposed by Mr. Read, his proposal would have resulted in him receiving a total net amount of \$1,685,000.00 compared to a total net amount received by Ms. Read of \$1,412,000.00. A difference of \$273,000.00 in his favor.

To emphasize, the values and characterization of the parties properties, both community and separate was based upon testimony given by Mr. Read and by Ms. Read. That testimony may have followed the outline of the parties' pretrial information forms but in fact the testimony established the facts related to the values.

As indicated above, Mr. Read testified first and then Ms. Read was called as a witness. When she had finished Mr. Read began to cross examine her (VRP Armijo, 5/7/2008, page 117). The court allowed Mr. Read to essentially engage in discovery for a extended period of time (see generally VRP Armijo, 5/7/2008, pages 117-146; and VRP Armijo, 5/9/2008 page 4). However, it became obvious that Mr. Read did not have any substantive information to elicit in his cross examination.

Mr. Read also had admitted that many assets claimed by him to be separate assets were not traceable and in fact did not even exist at this time other than perhaps money that had been put into the community. Mr. Read testified in response to the question of whether or not he had kept a separate account of these assets. His answer was: "I am not sure if we did. My philosophy was one that I

The parties discussed the use of funds which had been set aside for their daughters to go to school. It was Ms. Read's suggestion that the money be used for Christina if she were to go on to graduate school and that if there is any money left over that it would be used for the parties other daughter, Caren. Mr. Read agreed to the proposal by saying "I don't have a problem with that" (page 14, lines 10).

Next ensued a discussion about providing medical insurance and medical care for the parties youngest daughter. Mr. Read, proposed that anything above the insurance that is not covered would be split 50/50. Ms. Read agreed to that proposal (page 16, lines 5-8).

Next there was a proposal on behalf of Ms. Read that Mr. Read provide the parties youngest daughter with an automobile when she began attending college. It was proposed that the value of that vehicle be at least \$10,000.00. Ms. Read also proposed that she would provide the auto insurance. Mr. Read disagreed and said that the cost should be split 50/50 (page 16, lines 20-21). The court agreed with Mr. Read and it was so ordered (page 17, line 4).

Towards the end of the discussions Mr. Read asked the court to include in its final decision matters relating to family heritage items and a Persian rug. In fact the court accepted his proposals (pages 23-24).

In this action a fair and equitable decision was rendered by the court. It was based upon testimony presented by both parties and it was based upon stipulations and agreements made by both parties in a discussion among the Judge and the parties. As such all of the agreements were subject to CR2A providing for

stipulations in open court. There is absolutely no question that Mr. Read participated in the processed fully agreed to the decision made by the court at the time that it was made in open court.

ATTORNEYS FEES

It is the contention of the petitioner, Ms. Read, that this appeal by Mr. Read is at least without merit and probably frivolous. Attorneys fees should be awarded to Ms. Read.

Mr. Read, in his opening brief has not provided discord with any basis for determining that the trial court abused its discretion. Furthermore, the decision ultimately made by the trial court is one in which Mr. Read fully participated. He voluntarily stopped presentation of his case and questioning. As the court moved towards making its decision Mr. Read did not object to the process. To be sure he did not agree with some of the items proposed by Ms. Read, but most of his objections were adopted by the trial court.

Mr. Read has filed motions in this action which have delayed this court's consideration of the appeal. Mr. Read has filed motions in this action seeking to consolidate this action with yet another appeal, which motion was denied.

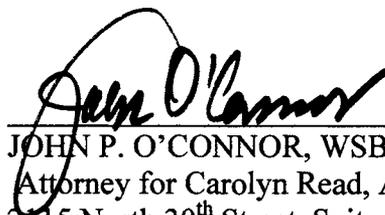
Because Mr. Read's appeal is without merit Ms. Read does request attorneys fees.

CONCLUSION

Mr. Read's appeal should be denied on the basis that all evidence shows that the parties have received an equitable distribution of assets and liabilities. As such this appeal is frivolous and warrants an award of attorneys fees to Ms. Read.

RESPECTFULLY SUBMITTED.

Dated this 29th day of May, 2009.



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APPENDIX

Certified Public Accountants

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Tel (206) 624-7434
Fax (206) 623-5694

January 9, 2008

Morrow
Kessler &
Dowsing PLLC

David Lutz Esq.
LUTZ LAW OFFICE
4411 Point Fosdick Dr NW, Suite 207
Gig Harbor, WA 98335-1703

RE: Pension Benefit Valuation in the Case of Mr. Curt Read

Dear Mr. Lutz:

At your request, I provide you with my opinion of the fair market value of Mr. Read's retirement benefit.

My opinion is based on analysis of data provided to me. I considered the value of these benefits using discounted present value analysis based on the following facts:

- Mr. Read's date of birth is December 24, 1950
- Date of separation is April 16, 2006
- Date of marriage is December 14, 1982
- Mr. Read has 6,205 service retirement points of which 3,650 were earned prior to marriage and 2,555 were earned during marriage
- Mr. Read participates in the U.S. Military Retirement System Title 10 USCS
- Monthly retirement benefit at age 60 is calculated as \$4,090.51 ($6205 / 360 \times .025 \times \$9,492.90$)
- Normal retirement age is 60
- Mr. Read is 100% vested in the plan
- Discount rate utilized is 6.00%
- Cost of living allowance is 3%
- Mortality based on the Annuity 2000 Mortality Table which was developed by the society of actuaries committee on life insurance research and adopted as a recognized mortality table for annuities in December 1996 by the National Association of Insurance Commissioners (NAIC), and is set forth in *Transactions, Society of Actuaries, Vol. XLVII (1995), p. 240.*

The purpose of this valuation is to establish the fair market value of Mr. Read's pension benefits at the date of separation (April 16, 2006) for purposes of marital dissolution. This opinion is not appropriate for other purposes or for use in the future.

David Lutz Esq.
LUTZ LAW OFFICE

January 9, 2008

Page 2

In my opinion, the total present value of Mr. Read's pension benefit with retirement at age 60 is \$634,265 as of April 16, 2006. Using the service points, the pre-marriage portion of the benefit is \$373,097 and the marital portion is \$261,168.

Please telephone if you have any questions.

Sincerely,

MORROW KESSLER & DOWSING PLLC
Certified Public Accountants



By: _____
Steven J. Kessler

Read 11/04/98 4:25 PM

DOMESTIC RELATIONS INFORMATION FORM

Date: May 1, 2007 Husband Petitioner
 Cause No.: 07-3-01314-7 Wife Respondent

PARTIES:

HUSBAND/FATHER		WIFE/MOTHER	
Name:	Age:	Name:	Age:
Curt M. Read	58	Carolyn T. Read	49
Address:		Address:	
1911 SW Campus Drive #737, Federal Way, WA 98023		3002 N. Warner, Tacoma, WA. 98407	

Date of Marriage: December 14, 1982	Date of Separation: April 16, 2006
--	---------------------------------------

DEPENDENT CHILDREN:

Name	Age	This Marriage	Prior Marriage	Percent Residential Time		Since
				Father %	Mother %	
Caryn Read	17	X				
C. Read	22	X				
C. Read	24	X				

CHILD SUPPORT:

1.		Net Income	Support
	Husband/Father:	\$6,177.07	
	Wife/Mother:	\$7,897.08	

2. Tax Exemptions allocated as follows: Tax exemptions should be shared between the parties or, if only one, alternated annually so long as the child or children are dependant.

3. Exceptional support considerations: All of the children are healthy and mature. However, the parties have made some provision for educational costs and have funded some educational accounts.

4. Child Support presently being paid \$ 535.00 per month; since September 20, 2007

5. Summary of proposed residential arrangements for the children: The only minor child of the parties is the parties youngest daughter who is age 17. She will attain age 18 in September, 2008. The petitioner has proposed a relatively normal parenting plan and residential schedule. Petitioner has also proposed that the parties should agree that they be flexible in their residential time with their daughter and that each of the parties shall give weight to the wishes and desires of the daughter with respect to residential or vacation time.

MAINTENANCE: No maintenance is sought or proposed.

HUSBAND/FATHER INCOME:

Employer/Other Source	Length	Gross Income	Net Income
FAA		\$8,597.10	\$6,177.07
		Total Income	\$6,177.07

WIFE/MOTHER INCOME:

Employer/Other Source	Length	Gross Income	Net Income
FAA	19 years	\$10,810.20	\$7,897.08
		Total Income	\$7,897.08

FACTORS RELATING TO AWARD OF MAINTENANCE: N/A**IF ATTORNEY FEES ARE AT ISSUE:**

1.	Incurred to Date	\$9,489.21 fees and \$666.71 costs	Paid to Date	\$9,294.21 fees and \$661.50 costs
2.	Ordered to Date	\$0.00	Paid to Date	\$0.00
3.	Requested to Date	\$0.00	Estimated to Trial	\$15,000.00

PROPERTY DIVISION:

PROPERTY	NET-VALUE	CAROLYN	CURT
½ Sale Proceeds- Norpoint	\$600,000.00	\$300,000.00	\$300,000.00
½ USAA joint acct **9564	\$269,306.00	\$269,306.00	
Savings bonds in wife's name (Carolyn for kids)	\$18,325.00	\$0.00	\$0.00
Volvo Automobile	\$7,000.00	\$7,000.00	
Ford Explorer	\$3,000.00		\$3,000.00
Wife's Retirement-FAA	\$426,679.00	\$426,679.00	
Wife's Retirement-TSP	\$112,450.00	\$112,450.00	
Wife's USAA ROTH IRA	\$6,783.00	\$6,783.00	
Wife's Fidelity IRA	\$42,070.00	\$42,070.00	
Wife's Fidelity Individual	\$11,155.00	\$11,155.00	
USAA MoneyMarket *0259	\$250.00		\$250.00
Curt FAAFirst Credit Union	\$1,500.00		\$1,500.00
Husband's retirement-FAA	\$420,738.00		\$420,738.00
Husband's retirement-Army (Community portion)	\$231,827.00		\$231,827.00
Husband's retirement-TSP	\$151,290.00		\$151,290.00
Husband's USAA IRA Curt	\$76,730.00		\$76,730.00
Husband's USAA ROTH IRA	\$8,052.00		\$8,052.00
SUB TOTAL	\$2,387,155.00	\$1,175,443.00	\$1,193,387.00
DEBTS			
Line of Credit	\$41,000.00		\$41,000.00
NET AWARD VALUE	\$2,346,155.00	\$1,175,443.00	\$1,152,387.00

Separate Property:

Separate Portion of Military Retirement	\$331,271.00		\$331,271.00
ING Funds-Curt	\$7,730.00		\$7,730.00
Smith Barney Citi Group-Curt	\$39,260.00		\$39,260.00
Merrill Lynch Account-Carolyn	\$270,000.00	\$270,000.00	
Federal Credit Union Account-Carolyn	\$2,000.00	\$2,000.00	
Bay Street Home-Net Value	\$120,000.00	\$120,000.00	
Total Separate Property	\$840,261.00	\$392,000.00	\$378,261.00
Total Value of Property Distribution *	\$3,186,416.00	\$1,567,443.00	\$1,530,648.00

* Does not include social security for Curt Read which is a factor to be considered.

Personal property to be divided pursuant to Carolyn Read's original proposal, except she will retrieve the Persian rug runners for Mr. Read.

Mr. Read shall be entitled to claim all of the real property taxes paid on the jointly owned house for the 2007 year. Subsequent to 2007, the parties shall share house expenses and will be entitled to split taxes on tax returns.

Child support will be set as is calculated according to standard calculations for support. In addition the parties shall share equally the cost of private school tuition, books, fees, and related expenses for their daughter, Caryn while attending Bellermine Preparatory School, which, the parties estimate is approximately \$12,000.00 in total each year.

With respect to post secondary educational costs, the parties have agreed to set aside certain funds which are not included in the calculations above. It is proposed that the parents agree that these funds shall be set aside for post secondary educational costs and related expenses, but after these funds have been exhausted, then each of the parties shall equally share any remaining costs and expenses. The funds in the educational accounts are to be used exclusively for post secondary educational costs such as tuition, books, fees and room and board. In the event that there are any excess funds set aside for Christina Read which are not used for secondary educational costs at the time she graduates from college, those funds will be added to the funds set aside for Caryn Read and utilized for the post secondary educational costs. If upon Caryn Read completing her post secondary educational program there are funds remaining, those funds shall be divided equally between Christina Read and Caryn Read.

CMR 4/18/86

- a. Curt M. Read should provide to CMR 4/18/86 a reasonably safe and well-maintained automobile. He should also maintain car insurance coverage for said auto and

for CMR 4/18/86 in an amount equal to his own while she is attending college, for either an undergraduate or graduate degree.

b. Carolyn T. Read should provide health insurance for CMR 4/18/86 until she graduates.

c.

CMR 9/8/90

a. Curt M. Read should provide to CMR 9/8/90 a reasonably safe and well-maintained automobile with an initial value of at least \$10,000.00 at the time that it is required for CMR 9/8/90. Carolyn Read should provide automobile insurance coverage for said auto. These provisions shall apply through the time that CMR 9/8/90 has completed college.

b. The respondent -father has extensive healthcare, including dental and vision, available to him through the military retirement system and can provide coverage for dependants under said system. Accordingly, the husband should be required to provide health insurance coverage including medical, dental, and vision insurance coverage through his military retirement for CMR 9/8/90, which coverage shall commence upon Curt Read commencing to receive health benefits through his military retirement. These provisions will apply for six months after graduation from college, or until she obtains health benefits from full-time employment, whichever comes first. Prior to the coverage being available through the military, Curt M. Read and Carolyn T. Read should share equally the cost of providing health care coverage for CMR 9/8/90, and should also share equally any uncovered medical expenses for CMR 9/8/90.

A copy of this form shall be served on opposing counsel/party and trial Judge not later than 2 working days prior to trial. The original shall be filed with the Clerk's Office. When this form is used for Settlement Conference purposes under PCLR 3(c)(3) (B), do not file the original with the Clerk's Office.

ATTORNEY FEES

Respondent should be required to pay Petitioner attorney fees in the amount of \$10,000.00.

DOMESTIC RELATIONS INFORMATION FORM

Date: May 7, 2007 X Husband Petitioner
 Cause No.: 07-3-01314-7 Wife X Respondent

PARTIES:

HUSBAND/FATHER		WIFE/MOTHER	
Name:	Age:	Name:	Age:
Curt M. Read	58	Carolyn T. Read	50
Address:		Address:	
1911 SW Campus Drive #737, Federal Way, WA 98023		3002 N. Warner, Tacoma, WA. 98407	

Date of Marriage: December 14, 1982	Date of Separation: April 16, 2006
--	---------------------------------------

DEPENDENT CHILDREN:

Name	Age	This Marriage	Prior Marriage	Percent Residential Time		Since
				Father %	Mother %	
Caryn Read	17	X				
C. Read	22	X				
C. Read	24	X				

CHILD SUPPORT:

1.

	Net Income	Support
Husband/Father:	\$6,177.07	
Wife/Mother:	\$7,897.08	

2. Tax Exemptions allocated as follows: Tax exemptions should be shared between the parties or, if only one, alternated annually so long as the child or children are dependant starting with Curt M. Read in 2008.

3. Exceptional support considerations: All of the children are healthy and mature. However, the parties have made some provision for educational costs and have funded some educational accounts.

4. Child Support presently being paid \$ 535.00 per month; since September 20, 2007

DOMESTIC RELATIONS INFORMATION

Curt M. Read, Pro Se
 1911 SW Campus Dr., #737
 Federal Way, WA 98023
 253-227-6995

PROPERTY DIVISION:

PROPERTY	NET VALUE	CAROLYN	CURT
½ Sale Proceeds- Norpoint (50% each)	\$600,000.00	\$300,000.00	\$300,000.00
½ USAA joint acct XX9564 (50% each)	\$269,306.00	\$134,653.00	\$134,653.00
Savings bonds in wife's name (Carolyn for kids) (1)	\$18,325.00	\$0.00	\$0.00
Volvo Automobile	\$7,000.00	\$7,000.00	
Ford Explorer	\$3,000.00		\$3,000.00
Wife's Retirement-FAA	\$426,679.00	\$426,679.00	
Wife's Retirement-TSP (2)	\$112,450.00	\$112,450.00	
Wife's USAA ROTH IRA	\$6,783.00	\$6,783.00	
Wife's Fidelity IRA	\$42,070.00	\$42,070.00	
Wife's Fidelity Individual	\$11,155.00	\$11,155.00	
USAA Money Market XX0259	\$250.00		\$250.00
Curt FAAFirst Credit Union	\$1,500.00		\$1,500.00
Husband's retirement-FAA (3)	\$420,738.00		\$420,738.00
Husband's retirement-Army (Community portion) (4)	\$231,827.00		\$231,827.00
Husband's retirement-TSP	\$151,290.00		\$151,290.00
Husband's USAA IRA Curt	\$76,730.00		\$76,730.00
Husband's USAA ROTH IRA	\$8,052.00		\$8,052.00
SUB TOTAL	\$2,387,155.00	\$1,175,443.00	\$1,193,387.00
DEBTS		1,040,790	1,328,040
Line of Credit (50% each)(5)	\$41,000.00	\$20,500.00	\$20,500.00
NET AWARD VALUE	\$2,346,155.00	\$1,175,443.00	\$1,152,387.00

1,020,290.⁰⁰

1,307,540.⁰⁰

Separate Property:

Separate Portion of Military Retirement (4)	\$331,271.00		\$331,271.00
ING Funds-Curt	\$7,730.00		\$7,730.00
Smith Barney Citi Group-Curt	\$39,260.00		\$39,260.00
Merrill Lynch Account-	\$270,000.00	\$270,000.00	

DOMESTIC RELATIONS INFORMATION

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Carolyn			
Federal Credit Union Account-Carolyn	\$2,000.00	\$2,000.00	
Bay Street Home-Net (6,7 & 8) Value	\$120,000.00	\$120,000.00	
Total Separate Property	\$840,261.00	\$392,000.00	\$378,261.00
Total Value of Property Distribution	\$3,186,416.00	\$1,567,443.00 1,412,290.00	\$1,530,648.00 1,605,801

- (1) Carolyn T. Read has bonds (and other funds) that have not been declared yet.
- (2) Carolyn T. Read's retirement will be larger than organically estimated due to a grossly increased contribution. Curt M. Read's retirement estimate is based upon current data; Carolyn T. Read's is based upon 2006 data.
- (3) Social security for Curt Read should not be a factor to be considered. Curt Read's FAA retirement is lower because social security is factored in. Carolyn Read's FAA retirement is based upon a higher retirement rate due to the lack of social security.
- (4) Curt Read's military retirement (community property) is likely to decrease due to degrading medical conditions.
- (5) Line of credit was used to cover community property taxes or other family expenses.
- (6) Source is unknown. The most recent appraisal has not been disclosed.
- (7) There are challenges to the investment of Curt M. Read into the property identified as separate that is undiscovered.
- (8) It is unknown where the funds are deposited for the recovered rent from the rental property identified as separate property.

Recently an account has been identified at the Washington Mutual Account in the name of Carolyn T. Read that was not disclosed.

Figures do not include an estimated \$175,000 Curt M. Read started the marriage with and the debts Carolyn T. Read brought into the marriage.

Personal property to be divided pursuant to Curt Read's proposal and Carolyn Read will retrieve the two framed Read Family Heritage, the Persian rug and runners for Mr. Read and any other property she has given away, and disposed of without the consent or knowledge of Curt Read.

Carolyn Read will provide a copy of all family photos and Curt Read will provide a copy of all family videos.

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DOMESTIC RELATIONS INFORMATION

Page ___ of ___

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Mr. Read shall be entitled to claim all of the real property taxes paid on the jointly owned house for the 2007 year in leu of Carolyn Read claiming the children's exemptions as previously agreed to.

Both parties agree to share the family expenses to include maintenance of the Norpoint Home to include taxes, cell phone, charity, life insurance, children's expenses, etc from April 2006 to a date or terms to be agreed upon.

Both parties agree to share the property and value as listed on the spreadsheet provided by Curt Read.

Child support will be set as is calculated according to standard calculations for support (Curt Read 44% and Carolyn Read 56%). In addition the parties shall share the cost of private school tuition, books, fees, and related expenses for their daughter, Caryn while attending Bellermine Preparatory School, as calculated by the standard calculation as previously agreed to. The actual cost of tuition is \$10,216 and \$300- 500 for books for 2007-2008 and estimated \$11,000 for 2008-2009 with \$300-500 for books. Other expenses related to education is estimated to be approximately \$2,000.00 in total each year.

With respect to post secondary educational costs, the parties have agreed to set aside certain funds which are not included in the calculations above. It is proposed that the parents agree that these funds shall be set aside for post secondary educational costs and related expenses, but after these funds have been exhausted, and then each of the parties shall equally share any remaining costs and expenses. The funds in the educational accounts are to be used exclusively for post secondary educational costs such as tuition, books, fees and room and board. In the event that there are any excess funds set aside for Christina Read which are not used for secondary educational costs at the time she graduates from college, those funds will be added to the funds set aside for Caryn Read and utilized for the post secondary educational costs. If upon Caryn Read completing her post secondary educational program there are funds remaining, those funds shall be divided equally between Christina Read and Caryn Read.

The provisions set forth in paragraph 1.16 of the petition for legal separation are also part of this proposal. Thos provisions are:

CMR 4/18/86

Curt M. Read and Carolyn T. Read agrees to provide to CMR 4/18/86 a reasonably safe and well-maintained automobile. They agree to maintain car insurance coverage for said auto and for CMR 4/18/86 in an amount equal to Curt M. Read and Carolyn T. Read's

DOMESTIC RELATIONS INFORMATION

Page__ of __

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5. Summary of proposed residential arrangements for the children: The only minor child of the parties is the parties' youngest daughter who is age 17. She will attain age 18 in September, 2008. The petitioner has proposed a relatively normal parenting plan and residential schedule. Petitioner has also proposed that the parties should agree that they be flexible in their residential time with their daughter and that each of the parties shall give weight to the wishes and desires of the daughter with respect to residential or vacation time.

MAINTENANCE:

No maintenance is sought or proposed.

HUSBAND/FATHER INCOME:

Employer/Other Source	Length	Gross Income	Net Income
FAA	18 years	\$8,597.10	\$6,177.07
		Total Income	\$6,177.07

WIFE/MOTHER INCOME:

Employer/Other Source	Length	Gross Income	Net Income
FAA	19 years	\$10,810.20	\$7,897.08
		Total Income	\$7,897.08

FACTORS RELATING TO AWARD OF MAINTENANCE: N/A

IF ATTORNEY FEES ARE AT ISSUE:

1.	Incurred to Date	\$14,901.20 fees	Paid to Date	\$14,901.20 fees
2.	Ordered to Date	\$0.00	Paid to Date	\$0.00
3.	Requested to Date	\$0.00	Estimated to Trial	\$20,000.00

DOMESTIC RELATIONS INFORMATION

Page ___ of ___

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COURT OF APPEALS
DIVISION II

COPIED BY: PE 2: 18

STATE OF WASHINGTON
BY: [Signature]
DEPUTY

**IN THE COURT OF APPEALS, DIVISION II
COUNTY OF PIERCE, STATE OF WASHINGTON**

In re the Dissolution of Marriage:
CAROLYN T. READ,
Petitioner/Appellee,
CURT M. READ,
Respondent/Appellant.

APPEAL NO. 37964-3-II

CERTIFICATE OF SERVICE

Pursuant to the laws of the State of Washington, the undersigned certifies under penalty of perjury that a true and correct copy of the **BRIEF OF APPELLEE, and this certificate of service** were sent out for service via ABC Legal Messenger Service, to be same day delivery to:

Spencer Law Office, PLLC
Richard Sheppard
818 South Yakima Avenue, Suite 200
Tacoma, WA 98405

Court of Appeals-Division II
Clerk of the Court
949 Market, Suite 500
Tacoma, WA 98403

Signed at Tacoma, Washington this 29th day of May, 2009

[Signature: Carrey Galloway]

Carrey Galloway
2115 North 30th Street, Suite 201
Tacoma, Washington 98403

(253) 572-42694