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A. ASSIGNMENTS OF ERROR

Assignments of Error

1. The trial court erred by denying reconsideration of the percentage of interest allocated to each of the parties in the 1999 Bayliner. A-11; 24 (CP 81; 130).
2. The trial court erred by denying clarification in derogation of its own order and failing to allocate the proceeds from the sale of the Friendship (China Boat) received by the Petitioner but not accounted for in the acquisition of the 1999 Bayliner. A-11 - 12; 24 (CP 81-82; 130).

Issues Pertaining to Assignments of Error

1. Did the trial court abuse its discretion when it denied reconsideration and allocated a mathematically incorrect percentage to each party in the 1999 Bayliner? (Assignment of Error 1)
2. Did the trial court abuse its discretion when it denied clarification and failed to allocate the proceeds from the sale of the Friendship (China Boat) when its own findings and order required such clarification? (Assignment of Error 2)

B. STATEMENT OF THE CASE

1. Factual History

The parties had began their on-again, off-again relationship in 1984, but separated permanently in 2004. A-9 (CP 79). Two years later, they purchased a 39' Friendship trawler ("China Boat"). A-9 - 10; 16 (CP 79-80; 86). To purchase the China Boat, Gary invested

\$80,000 and Marijo invested \$175,000. A-10 (CP 80). The parties took delivery of the China Boat on May 24, 2006. A-16 (CP 86).

A month later, the parties decided that the workmanship was not up to the standard they expected and began negotiations with the broker to take back the boat. After Gary threatened a lawsuit, the broker agreed to purchase the China Boat for \$255,000. A-18 - 19 (CP 88-89). He gave a note in the name of both parties for \$105,000 and placed the \$150,000 cash balance into an escrow account. A-16; 18 - 19 (CP 86; 88-89). He then sold to both Gary and Marijo the 39' Bayliner currently at issue for \$193,000. A-15; 19 (CP 85; 89). Gary and Marijo took a \$50,000 loan from Essex Credit. A-16; 19 - 20 (CP 86; 89 - 90). Once the boat transaction was complete, the broker paid the \$105,000 note. A-15; 18 (CP 85; 88). The proceeds repaid the note to Essex Credit and Gary took control of the remaining \$62,000. A-15; 18 (CP 85; 88).

In 2008, Gary brought a petition seeking to divide assets of a meretricious relationship which culminated in a trial.

Marijo acknowledged that the parties purchased the Friendship (China Boat) as an investment from their separate funds, and the court so found. A-10 (CP 80). She simply wanted an accounting of

the \$62,000 in cash received by Gary when the China Boat was sold (and the Bayliner purchased) and an appropriate division of the proceeds of sale when the Bayliner was sold. A-1 - 2; 4; 14 - 22 (CP 4-5; 65; 84-92).

2. Procedural History

Gary's petition was heard by Thurston County Superior Court Judge, Christine Pomeroy on August 10 - 11, 2009. On November 16, 2009, the court entered "Findings of Fact & Conclusions of Law and Final Order". A-9 - 13 (CP 79-83). The court found that the "*[I]ssue of the proceeds of the Friendship that were received by Petitioner but not accounted for in the acquisition of the Bayliner requires clarification by the court*". A-11 (CP 81). It left "*pending clarification*" the order with respect to the "*[p]roceeds from the sale of the Friendship Boat.*" No appeal was taken from that order.

The same day the order was entered, the trial court heard and took under advisement Marijo's Motion for Reconsideration¹ and Clarification². A-36 RP 27. It invited the parties to submit additional declarations and information, but declined further hearing. A-35 - 36

¹ the percentage allocated to each partner of the Bayliner.

² the cash proceeds from the sale of the Friendship (China Boat).

RP 26 -27.

On November 18, 2009, Marijo submitted a declaration that included a series of tables tracking the monies paid, received, and spent on both the Friendship (China Boat) and the Bayliner. A-14 (CP 84 - 92).

On December 2, 2009, the court issued a letter ruling denying Marijo's motion. A-23 (CP 129). An order reflecting the letter ruling was entered on December 15, 2009. A-24 - 26 (CP 130-132). This appeal followed.

C. SUMMARY OF ARGUMENT

This appeal challenges the trial court's legal conclusion as to the percent ownership allocated to each of the parties in the 1999 Bayliner. Neither the evidence nor the court's own finding with regard to the parties' respective contributions to the purchase of the boat supports the conclusion that the ownership should be shared on a 60/40 basis.

The court also failed to allocate the proceeds from the sale of the Friendship (China Boat), despite its own order to do so. Its decision to "not decide" is an abuse of discretion because it is arbitrary and capricious.

D. ARGUMENT

1. The trial court abused its discretion when it allocated a mathematically incorrect percentage to each party in the 1999 Bayliner.

A trial court's reconsideration decision is reviewed for an abuse of discretion. Rivers v. Wash. State Conf. of Mason Contrs., 145 Wash.2d 674, 693, 41 P.3d 1175 (2002). A trial court abuses its discretion when its decision is manifestly unreasonable, or exercised on untenable grounds or for untenable reasons. Mayer v. Sto Indus., Inc., 156 Wn.2d 677, 684, 132 P.3d 115 (2006). An abuse of discretion is found if the trial court relies on unsupported facts, takes a view that no reasonable person would take, applies the wrong legal standard, or bases its ruling on an erroneous view of the law. Id.

Since 1945 a court's equitable powers have been subject to the partnership statutes. Guntle v. Barnett, 73 Wn.App. 825, 832, 871 P.2d 627 (1994). In Washington, the rights and duties of partners is controlled by the Revised Uniform Partnership Act (RUPA). It provides in pertinent part:

- (1) Each partner is deemed to have an account that is:
 - (a) Credited with an amount equal to the money plus the value of any other property, net of the amount of any liabilities, the partner contributes to the

partnership and the partner's share of the partnership profits; and

- (b) Charged with an amount equal to the money plus the value of any other property, net of the amount of any liabilities, distributed by the partnership to the partner and the partner's share of the partnership losses.

RCW 25.05.150.

Here, the trial court, after concluding that the parties had an partnership in the Friendship (China boat)³, took a view that is contrary to law. RCW 25.05.150. It first correctly found that the parties had a partnership in the Friendship (China Boat), to which Gary contributed \$80,000 (31.4%) and Marijo contributed \$175,000 (68.6%). A-10 (CP 80). It also correctly concluded that the same percentage of ownership applied to the subsequent purchase of the 1999 Bayliner. A-11 (CP 81). However, it then applied a equitable standard to divide the assets of that partnership. A-29; 35 RP 6; 26. In doing so it arbitrarily increased Gary's partnership account from 31.4% to 40% (an increase of 8.6%), and decreasing Marijo's percent

³ No appeal was taken and this finding becomes a verity. Cowiche Canyon Conservancy v. Bosley, 118 Wn.2d 801, 819, 828 P.2d 549 (1992).

from 68.6% to 60%, resulting in a \$15,000⁴ reduction to Marijo's partnership account. A-11 (CP 81).

2. the trial court abused its discretion when it denied clarification and failed to allocate the proceeds from the sale of the Friendship (China Boat)

RCW 25.05.330 governs winding up of partnership business.

It provides in part:

(1) In winding up a partnership's business, the assets of the partnership, including the contributions of the partners required by this section, must be applied to discharge its obligations to creditors, including, to the extent permitted by law, partners who are creditors. Any surplus must be applied to pay in cash the net amount distributable to partners in accordance with their right to distributions under subsection (2) of this section.

(2) Each partner is entitled to a settlement of all partnership accounts on winding up the partnership business. In settling accounts among the partners, profits and losses that result from the liquidation of the partnership assets must be credited and charged to the partners' accounts. The partnership shall make a distribution to a partner in an amount equal to any excess of the credits over the charges in the partner's account.

Here, the court's own findings and order set forth both the need for clarification and specifically provided for "*clarification*" of the "[p]roceeds from sale of the Friendship Boat." A-11 - 12 (CP 81-82).

Its failure to do so, does not appear to be reasonably based. A-27 -35 (RP 3 - 4; 6 - 7; 22 - 27). Deciding to "not decide" is arbitrary

⁴ 8.6% X \$175,000 = \$15,050.

and capricious because it is without reason or rationale. Mayer, 156 Wn.2d 677 at 684.

E. CONCLUSION

For the foregoing reasons, this Court should reverse the decision of the trial court denying reconsideration and clarification and remand for a correct determination of the rights and obligations of the parties under the Revised Uniform Partnership Act.

Respectfully submitted,

6-7-10
DATED


MARGARET BROST
Attorney for Appellant
WSBA No. 20188

APPENDIX

FILED
SEP 25 2009
SUPERIOR COURT
BETTY J. GOULD
THURSTON COUNTY CLERK

EXPEDITE (if filing within 5 court days of hearing)

Hearing is set:
 Date: 10/16/09
 Time: 9am
 Judge/Calendar: Pomeroy

No hearing set

*SUPERIOR COURT
STATE OF WASHINGTON
COUNTY OF THURSTON
FAMILY AND JUVENILE COURT*

In re the Meretricious Relationship of:

GARY INGRAM
 and
 MARIJO RIDDLE

Petitioner,
 Respondent.

NO. 08-2-30664-7

MOTION RE: CLARIFICATION
 (OPTIONAL USE)
 (MT)

I. RELIEF REQUESTED

MARIJO RIDDLE, by and through counsel, moves the court for an order granting the following relief:

Clarification and award of \$62,000 excess proceeds from sale of the Friendship (China Boat) retained by Petitioner.

Reconsider the percentage allocated to each party as their interest in the assets held as tenants in common.

II. STATEMENT OF FACTS/STATEMENT OF GROUNDS

The Friendship (China Boat) was sold for \$255,000. The 1999 Bayliner was purchased for \$193,000. The boat broker, Alan Powell placed \$150,000 cash plus a \$105,000 promissory note in our favor with the transfer agent. We also obtained

1 a short term loan from Essex Credit for \$50,000. After the boat transaction was
2 complete, Alan paid Mr. Ingram the \$105,000 due from the promissory note and the
3 loan to Essex Credit was paid. The remaining \$62,000 (\$6,910 plus \$55,000) has
4 never been accounted for by Mr. Ingram. I did not receive any portion of those
5 monies. The court did not rule on this issue.

6 The court should also know that following the trial, Mr. Ingram revoked my
7 access to the Olympia Yacht Club and I was denied access to the boat the day the
8 broker prepared to move it to Bremerton. It was both embarrassing and
9 disappointing to be told by the marina manager, "You cannot get through the gate,
10 you have to call Gary." I then asked whether Gary had cancelled my card. He
11 said, "yes." When I asked, "when?" He said, "you have to ask Gary." This is
12 consistent with the way that Mr. Ingram manages everything related to the boat. He
13 does what he pleases, and I am left to accept all of his decisions, regardless of my
14 rights as an owner.

15 I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE
16 OF WASHINGTON THAT THE FOREGOING IS TRUE AND CORRECT.

17 Signed At:

On:

18 Olympia, WA.
City and State

19 9/24/09
Date

20 MARIJO RIDDLE
Print or Type Name

21 Marijo Riddle
Signature

22 **III. STATEMENT OF ISSUES/ARGUMENT**

23 The only asset the court has specifically mentioned in its decision is the 1999
24 Bayliner. It has not ruled on the \$62,000 retained by Mr. Ingram from the proceeds
25 of the \$255,000 sale of the China Boat and the \$193,000 purchase of the Bayliner.

1
 2 The court has ruled that the parties must accept any offer over \$190,000.
 3 Assuming that the Bayliner sells for that (and considering the commission expense
 4 of \$19,000), the net proceeds would be \$171,000. Marijo's 60% would be \$102,600
 5 and mean that Marijo would have lost \$72,400 (41%) of her initial investment. In
 6 contrast, Mr. Ingram's 40% would be \$68,400 and he would have lost only \$11,200
 (14%) of his \$80,000 investment (14%).

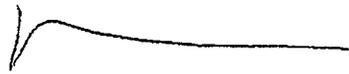
7 This huge disparity is due to the fact that the court has not considered the
 8 \$62,000 difference between the sale proceeds of the China boat (\$255,000) and the
 9 cost of the Bayliner (\$193,000), which Mr. Ingram had total control over. If Mr.
 10 Ingram is permitted to retain the \$62,000 difference, his investment would actually
 11 have increased from \$80,000 to \$130,400 (63%). Obviously, to the extent the
 12 \$62,000 represents "proceeds" they should be divided between the parties in
 13 proportion to their contribution. To the extent that any part of it was "invested" and
 14 represents a "loss," it should be allocated between the parties in the same
 proportion to their initial investment.

15 Finally, the court has should reconsider that Marijo's \$175,00 contribution to
 16 the \$255,000 realized from the sale of the China Boat was 69%.

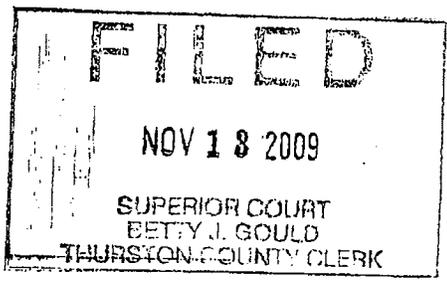
17 **IV. EVIDENCE RELIED UPON**

18 Exhibit 71; 74; 75; 77. Testimony of Alan Powell.

19
 20
 21 9-24-09
 22 DATED

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 22 _____
 23 MARGARET BROST
 24 WSBA # 20188
 25 Attorney for Respondent

EXPEDITE (if filing within 5 court days of hearing)
 Hearing is set:
 Date: 11-16-2009
 Time: 9:00am
 Judge/Calendar: Romerby
 No hearing set



**SUPERIOR COURT
 STATE OF WASHINGTON
 COUNTY OF THURSTON
 FAMILY AND JUVENILE COURT**

In re the Meretricious Relationship of:
 GARY INGRAM
 and
 MARIJO RIDDLE
 Petitioner,
 Respondent.

NO. 08-2-30664-7
 DECLARATION OF MARIJO RIDDLE (DCLR)
 (No Mandatory Form Required)

My name is MARIJO RIDDLE. I am the Respondent in this Meretricious action. I have personal knowledge of the facts contained in this Statement and would be willing to testify to them if called upon to do so.

MOTION FOR CLARIFICATION: All I am asking the court to do is to make it clear that the \$255,000 in proceeds from the China Boat (Friendship) that was purchased together and the proceeds from the subsequent Bayliner should be split in the same proportion as our respective contribution. Mathematically, the percent I contributed to the proceeds of the China Boat is 69% ($175/255 = 68.6\%$) and not the 60% the court found.

What the court has not been clear about is the \$62,000, Mr. Ingram took control of in the transaction between the China Boat (\$255,000) and the Bayliner

BROST LAW, PC
 1800 COOPER POINT ROAD SW #18
 OLYMPIA, WASHINGTON 98502
 360.357.0285

1 (\$193,000). I can account for about \$12,000 spent on the Bayliner. \$7,000 (see
2 Trial Exhibit 71) was returned to Mr. Ingram at the closing and spent on a hard top,
3 two side storage compartments and a table. About \$3,700 was spent getting the
4 boat ready, including painting the bottom. An additional \$1,300 might have been
5 spent on incidentals.

6 Mr. Ingram's new Exhibit D, he filed with his declaration, is both hearsay and
7 misleading. He did not put \$98,000 into the China Boat, he put in \$80,000, as is
8 clear from both Alan Powell's testimony and Trial Exhibits 67 & 74. The \$16,000
9 that was due us as the buyer was indeed spent on the China Boat. However, it is
10 that amount that increased its value from the \$238,500 we actually paid, to the
11 \$255,000 we got when we traded it for the Bayliner.

12 His "Summary of Receipts" (Exhibit B) is equally misleading. First, not all of
13 the items listed are supported by receipts. For example: Batteries listed for
14 \$3,408.61 only have a receipt for \$408.61. Further, we did not spend an additional
15 \$3,000 for batteries. Similarly, while there is a document entitled "Survey Report
16 No. 325," there is no receipt for the \$507, he alleges he paid. In fact, I paid for the
17 survey via a check. There is also no receipt for the insurance of \$1,280. Further,
18 I have always paid for 1/2 of those kinds of expenses. There is also no receipt for
19 an \$800 autopilot. More importantly, there is no autopilot on the boat.

20 In fact, several items alleged by Mr. Ingram to have been purchased by him
21 are NOT on the boat. For example: Davits costing \$2,400 are not on the boat.
22 There is also no AB. Mr. Ingram removed both the original davits and the dingy and
23 has not told me what he did with them. The replacement inflatable (AB) and
24 outboard motor for \$9,455 is also not on the boat. While I do not doubt that it was
25 purchased, I believe Mr. Ingram has since sold it.

26 A few items that have no receipt, are on the boat. Specifically, the Dodger
27 and the windows and sun screens he lists for a combined total of \$1,200, have
indeed been purchased. However, I have already accounted for them in the

1 \$12,000 that was spent on the boat from the \$62,000 excess. Similarly, I accounted
2 for the \$6,957.30 spent at Boater's Discount (a hard top and two side storage
3 compartments and a table). I also agree that we spent \$3,704.84 at the Boat Yard.
4 Again, that amount is included in the \$12,000 difference above. However, what is
5 not accounted for is the \$50,000 retained by Mr. Ingram.

6 The only amount arguably remaining from his list is \$607.10. I have no way
7 of knowing whether the items listed paid to Boats World and Olympia Supply were
8 for the Bayliner or for his other boats. It is not enough money to fight about. If it
9 makes him happy, I would agree to having that amount considered by the court as
10 something he contributed.

11 HAPPINESS: My happiness is not relevant to the discussion. Neither is Mr.
12 Ingram's desire to "bring up the \$30,000." His responsive declaration is not a
13 motion for reconsideration. His argument is not proper nor timely. Moreover, the
14 court has already ruled on the \$30,000 I paid him at the time we ended our
15 relationship.

16 ISSUES RAISED AT TRIAL / INVESTMENT IN TEMPO LAKE HOUSE: To
17 the extent that this court wants to go back to the issues raised at trial I offer the
18 following:

19 1) I did not borrow \$84,000 from Mr. Ingram. At trial, he did not testify about
20 any \$84,000 loan. In fact, there was zero testimony about such a loan. I am
21 outraged that he can say this kind of thing after the trial has been concluded and we
22 are presenting final orders.

23 2) The court did not consider the 1996 33' Bayliner that we had at the time
24 of the breakup. Mr. Ingram sold that boat for \$120,000 shortly thereafter and
25 shared no proceeds with me whatsoever. In fact, the Tolley he sold to fund the
26 China boat was purchased from the proceeds of the boat he purchased with the
27 proceeds from that boat. If the court really wants to allocate the assets we had at
the time of our breakup in 2004, it would have to consider ALL of the assets that

1 were owned by us, including all of the boats and the heavy equipment that were
2 purchased during that part of our relationship.

3 3) The court also did not consider Mr. Ingram's retirement that had been
4 earned during the relationship. I got nothing then or now from that asset.

5 4) There was never any discussion about him taking \$30,000 as a partial
6 payment for his newly fantasized \$84,000 loan. If it really existed, why was it not
7 raised at trial.

8 5) The court said, "I find she can retain all of the Tempo Lake property."
9 Ruling of the Court, Pg. 26, line 6. Mr. Ingram should not be permitted to lie to this
10 court and get even more than he has already gotten.

11 ACCESS TO THE OLYMPIA YACHT CLUB: I have already described the
12 difficulties I have had in this regard. GAIL LOVE has also submitted a declaration
13 on this issue. I still do not have a key card that works. I simply ask that the court
14 order clearly state that I should have full access to the boat at the Olympia Yacht
15 Club.

16 EMERALD BAY ISSUES: I deeply regret that Mr. Ingram is having trouble
17 with the boat broker that he selected and with whom he alone signed a contract.
18 His troubles are not of my making. I have no power to solve them, since I am not
19 even a signor on that contract. Perhaps Mr. Ingram has been "out of line" in his
20 communication with them, which may account for his troubles in this regard. The
21 only problem that this court should address is that Mr. Ingram has refused to
22 reimburse me the one-half (\$754.76) he owes for the \$1,509.52 I have advanced
23 for the expenses there. I have attached a copy of the kind of "bill" he sends to me
24 for payment, as well as the one I sent him. See **Attachment A**. I fail to see how he
25 can complain about the information he is receiving.

26 BOAT RETURN OR REMAIN: I have asked Mr. Ingram to agree to leaving
27 the boat in Bremerton based on the strong recommendation of the boat broker that
28 he selected. See **Attachment B** (letter from Emerald Bay and my attorney's letter

1 to Mr. Quinn). Until his declaration today, I had not heard that he disagrees. Since
 2 there was no court order in place yet, I believed that we had some flexibility to reach
 3 an agreement with respect to the return of the boat to the Olympia Yacht Club. If
 4 I am wrong, I apologize. Frankly, I believe that Emerald Bay is the best place from
 5 which to sell the boat until after the boat show in January. The marina is brand new,
 6 has excellent security and I have been there each week to check on the boat. I
 7 clean and vacuum the boat every time. There are not a lot of seagull droppings,
 8 and when there are, I take care of them. The boat has been shown more in the
 9 past several months than in the preceding two years when it was closeted by Mr.
 10 Ingram at the Olympia Yacht Club. I ask that the court allow it to remain there until
 after the boat show in January.

11 FINDINGS OF FACT: I agree that the purchase price of the Bayliner was
 12 \$193,000 and not \$199,000. There was a clerical error in the proposed final
 13 documents.

14 I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE
 15 OF WASHINGTON THAT THE FOREGOING IS TRUE AND CORRECT.

16 Signed At:

On:

17 Olympia, wa
 18 City and State

11-12-09
 Date

19
 20 MARIJO RIDDLE
 21 Print or Type Name

M. J. Riddle
 Signature

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FILED

NOV 16 2009

SUPERIOR COURT
BETTY J. GOULD
THURSTON COUNTY CLERK

**SUPERIOR COURT
STATE OF WASHINGTON
COUNTY OF THURSTON
FAMILY AND JUVENILE COURT**

In re the Meretricious Relationship of:

GARY INGRAM

and

MARIJO RIDDLE

Petitioner,

Respondent.

NO. 08-2-30664-7

FINDINGS OF FACT &
CONCLUSIONS OF LAW AND
FINAL ORDER

I. BASIS FOR FINDINGS

The findings are based on trial. The following people attended:

- Petitioner.
- Petitioner's Lawyer.
- Respondent.
- Respondent's Lawyer.

II. FINDINGS OF FACT

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

2.1 STATUS OF RELATIONSHIP

The parties lived together from approximately 1984 until April 2004, when they stopped their cohabitation. After a period of separation the parties

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invested in a boat (China Boat) together in August 2006.

2.2 QUASI COMMUNITY PROPERTY

The parties divided their quasi community property, including their respective interests in the home located on Tempo Lake and a 1996 Bayliner boat when they separated in 2004. Both the Tempo Lake property and the 1996 Bayliner were sold prior to this action being filed.

2.3 QUASI COMMUNITY LIABILITIES

The parties divided all quasi-community liabilities when they separated in 2004. The liabilities have since been paid and there are no such liabilities remaining.

2.4 CURRENT PROPERTY

The parties purchased the Friendship boat (China Boat) together in 2006. The Petitioner contributed \$80,000 and the Respondent contributed \$175,000. The parties received \$255,000 toward the \$199,000 purchase price of the 1999 Bayliner.

CMP *QPC MD*

III. CONCLUSIONS OF LAW

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

3.1 JURISDICTION

The court has jurisdiction to enter a final order in this matter.

3.2 RELATIONSHIP STATUS

The parties had a stable, exclusive, marital-like relationship which ended in 2004. They are tenants in common with respect to assets they acquired jointly thereafter.

3.3 QUASI COMMUNITY PROPERTY

The Respondent should retain any proceeds from the sale of the home on Tempo Lake. The Petitioner should retain any proceeds from the sale of the 1996 Bayliner boat.

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Each of the parties should retain any and all rights in any employment benefit and retirement account in their respective name. Each of the parties should retain any bank, investment, and/or insurance asset in their respective name. Each of the parties should retain any and all rights in any vehicle in their name and in any personal property in their respective possession.

Any separate property including the Petitioner's inheritance from his mother is irrelevant to this action.

3.4 QUASI COMMUNITY LIABILITIES

The parties divided their quasi-community liabilities in a fair and equitable manner when they separated in 2004.

3.5 TENANCY IN COMMON

The parties had an implied partnership with respect to the Friendship boat (China Boat) they purchased together in 2006. They were tenants in common in that boat and remain so in the subsequent purchase of the 1999 Bayliner. The Petitioner should be awarded a 40 % interest and the Respondent awarded a 60 % interest based on the difference in their respective contribution to the acquisition of that asset.

(Issue of the proceeds of the Friendship that were received by Petitioner but not accounted for in the acquisition of the Bayliner requires clarification by the court)

3.6 FEES AND COSTS

The court makes no award of fees and/or costs. Each party should pay their own fees and/or costs incurred in this matter.

IV. ORDER

4.1 ASSETS

1999 Bayliner:

- a) The costs of maintaining this boat shall be shared equally. *Mr. Ingram shall replace the dingy with a similar one that had been on the boat when purchased.*
- b) The boat shall be listed for sale with Emerald Bay Yachts and sold for any amount over \$190,000. Any change to the listing price shall be by agreement of the parties or court order. *The boat shall be listed so that the parties will consider all offers. The boat shall continue to be listed as "open" which allows the parties to make the boat themselves.*

BROST LAW, PC
1800 COOPER POINT ROAD SW #18
OLYMPIA, WASHINGTON 98502
360.357.0285

The boat shall be repaired by John Hopkins at Emerald Bay for no more than \$2,000.

CP 81

Handwritten initials: MS, PG

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PRQ MS Now PRQ

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c) The boat shall be located at the Bremerton Marina until ~~October 10~~, when and it shall be returned to its covered moorage at the Olympia Yacht Club. *It may be returned for the boat show in January.*

d) Any commission obligation shall be shared 40 % by Petitioner; 60 % by Respondent.

e) The net proceeds shall be shared 40 % to Petitioner; 60 % to Respondent.

Proceeds from sale of Friendship Boat

(Pending clarification)

4.2 LIABILITIES

Both parties shall share equally in any expense necessary to maintain and market the boat for sale including, insurance, licensing, moorage, maintenance and any membership dues, including the Olympia Yacht Club membership in Petitioner's name. Each party shall pay their 50% share within 5 days of receiving a request for reimbursement from the other.

4.3 ATTORNEY'S FEES AND COSTS

Each party shall be responsible for their own fees and costs.

4.4 OTHER

The Petitioner shall ensure that the Respondent has full and equal physical access to the 1999 Bayliner by way of the Olympia Yacht Club membership in his name and shall promptly resolve any issues related to such access. He shall maintain her as a "Guest Member" and provide her with any and all appropriate documentation, including access codes to the marina. *Each shall provide 48 hour notice prior to taking boat out.*

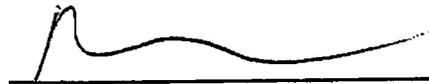
PRQ MS PRQ MS

Dated 11/16/09

Chris Roney
Judge/Commissioner

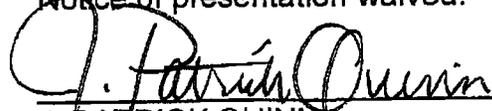
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Presented by:



MARGARET BROST
WSBA # 20188
Attorney for Respondent

Approved for entry:
Notice of presentation waived:



J. PATRICK QUINN
WSBA # 17440
Attorney for Petitioner

CP 83

EXPEDITE (if filing within 5 court days of hearing)

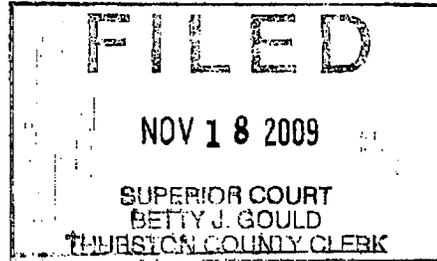
Hearing is set:

Date: _____

Time: _____

Judge/Calendar: Pomeroy

No hearing set



**SUPERIOR COURT
STATE OF WASHINGTON
COUNTY OF THURSTON
FAMILY AND JUVENILE COURT**

In re the Meretricious Relationship of:

GARY INGRAM
Petitioner,

and

MARIJO RIDDLE
Respondent.

NO. 08-2-30664-7

DECLARATION OF MARIJO RIDDLE (DCLR)

(No Mandatory Form Required)

My name is MARIJO RIDDLE. I am the Respondent in this action. I have personal knowledge of the facts contained in this Statement and would be willing to testify to them if called upon to do so.

I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF WASHINGTON THAT THE ATTACHED IS TRUE AND CORRECT.

Signed At: Olympia, Wa.
City and State

On: Nov 18th 2009
Date

MARIJO RIDDLE
Print or Type Name

Marijo Riddle
Signature

TOTAL PROCEEDS RETAINED BY GARY

A-15

		Gary	Marijo
Cash back from Promissory Note - To GARY	\$54,421		
Cash back from Bayliner purchase - To GARY	\$6,910		
Total Cash Back to GARY		\$61,331	
Improvements / Additions to Bayliner. * See Below *	(\$13,807)		
TOTAL Retained by GARY		\$47,524	

Promissary Note Payoff, August 20, 2007

		Gary	Marijo	Reference
Promissory Note Payoff from Alan- To GARY	\$105,000			Trial Exhibit 77 (Attachment A)
Pay off Essex	(\$50,579)			Undisputed
** Cash Back (to GARY)		\$54,421		Arithmetic

** Allegations of either entitlement or consent to take \$30,000 from the proceeds of the \$105,000 promissory note payoff as repayment of an \$84,000 loan that is alleged to have existed by virtue of the meretricious relationship is FALSE. There was no evidence, no testimony and NO FINDING of such a loan. All loans and obligations between the parties were paid in 2004 when the parties split. The final court order entered on 11-16-09 makes this clear.

Bayliner Purchase, July 16, 2007

		Gary	Marijo	Reference
Purchase Price	\$193,000			Trial Exhibit 77 (Attachment A)
Cash From Alan	(\$150,000)			Alan Powell Testimony Pg 20 (Attachment B)
Essex Loan	(\$50,000)			Trial Exhibit 71 (Attachment C)
Cash Back (To GARY)		\$6,910		Trial Exhibit 71 (Attachment C)

Note: Promissory note for \$105,000 held as security only (included as both a credit and a debit). See Trial Exhibit 71).

Proceeds from China Boat, July 2007

Trade for China Boat		Cash	Note	Reference
Proceeds	\$255,000	\$150,000	\$105,000	Alan Powell Testimony Pg 20 (Attachment B,C)

China Boat Purchase, May 24, 2006

		Gary	Marijo	Reference
Respective Contributions		\$80,130	\$175,000	Trial Exhibit 67, 74, 68 (Attachment D, E)
Purchase Price	\$238,544			Trial Exhibit 67 (Attachment D)
Additional \$\$ put back into China Boat	\$16,456			Trial Exhibit 67 & 74; (Attachment D, E)
TOTAL COST	\$255,000	31.4%	68.6%	

IMPROVEMENTS / ADDITIONS TO BAYLINER TOTALING \$13,807

Responsive Declaration of Gary, Exhibit B, <i>Dated 11/12/2009</i>			Declaration of Marijo <i>Dated 11/13/2009</i>		
Item	<i>Alleged Boat Expense</i>	Reference	<i>Agreed Boat Exp</i>	Explanation	Reference
Batteries	\$3,408.61	Pg 13	\$408.61	Never spent \$3,000 on batteries	Pg 2, line 12
Boater's Discount	\$6,957.30	Pg 14	\$6,957.30	Agree	Pg 2, line 2
Boat Yard	\$3,704.84	Pg 15-17	\$3,704.84	Agree	Pg 2, line 3
Fuel	\$439.00	Pg 12	\$439.00	Agree	
Davits	\$2,400.00	Pg 11	\$0.00	Not on Boat. If purchased, Gary re-sold. Original davits removed by Gary.	Pg 2, line 18
AB +20hp Yamaha engine (Dingy)	\$9,455.00	Pg 4	\$0.00	Not on boat. Gary purchased & re-sold. Original dingy removed by Gary.	Pg 2, line 19

NW Diesel-power	\$732.61	Pg 3	\$732.61	Agree	
MJ Survey	\$507.00	No receipt	\$0.00	Paid by Marijo. Check #1910 & 113	Pg 2, line 14,15. Attachment F
Insurance	\$1,280.00	No receipt	\$0.00	Each paid ½ when bill received.	Pg 2, line 15
WM	\$137.65	Pg 10	\$137.65	Agree	Cannot Verify
Boats World	\$112.68	Pg 9	\$112.68	Agree	Cannot Verify
Boats World	\$28.72	Pg 8	\$28.72	Agree	Cannot Verify
Boats World	\$22.46	Pg 7	\$22.46	Agree	Cannot Verify
Olympia Supply	\$20.43	Pg 6	\$20.43	Agree	Cannot Verify
Boats World	\$42.80	Pg 6	\$42.80	Agree	Cannot Verify
Dodger	\$400.00	No receipt	\$400.00	Agree	
Screens/windows	\$800.00	No receipt	\$800.00	Agree	
Auto pilot	\$800.00	No receipt	\$0.00	Not on boat. Never purchased.	
TOTAL	\$31,249.10		\$13,807.10		

ATTACHMENT A

TRIAL

EXHIBIT

Notes

77

A-18

PROMISSORY NOTE PAYOFF & RELEASE OF LIEN

Prepared for:

Capital City Yacht Sales

Promissory Note Holder:

Gary D. Ingram and Marjo Riddle

Contact:

Borrower:

Capital City Yacht Sales

Vessel Identification:

39' Friendship 08; HIN: BAP3902SC606; WN-558806

Release Documents:

Release State Title

Promissory Note Payoff Amount:

\$105,000.00

Special Instructions:

Security for this loan represents the only claim held against the referenced vessel by Lienholder, Successor or Assignee.

By signing below, the Promissory Note Holder certifies the information referenced above is true and accurate as of the date of the payoff as shown. Upon disbursement of the designated funds, the signer further acknowledges payment in full for the referenced promissory note and releases any and all claims against the referenced vessel.

Dated this 20th day of Aug., 2007.

Gary D. Ingram
Gary D. Ingram

Marjo Riddle
Marjo Riddle

Rec'd
By

Gary

ATTACHMENT B

ALLEN POWELL/DIRECT EXAMINATION

1 cash?

A-19

2 A. Correct.

3 THE COURT: No, no, no. Are you telling
4 me you gave him \$355,000 and \$305,00 for the boat?

5 THE WITNESS: No. I gave him \$255,000
6 for the boat.

7 THE COURT: Right. So you gave him
8 \$155,000, right?

9 THE WITNESS: \$150,000 or \$155,000. The
10 math would indicate it was \$150,000 because the note
11 is definitely \$105,000.

12 THE COURT: So you gave him cash
13 \$150,000 and the note was \$105,000

14 THE WITNESS: No, I gave him cash of
15 \$150,000 which was the purpose of buying the 39 and
16 a promissory note for \$105,000 for a total of
17 \$255,000.

18 THE COURT: So you gave him cash of
19 \$150,000 and a note of \$105,000?

20 THE WITNESS: Correct.

21 THE COURT: Thank you. Go ahead.

22 BY MS. BROST:

23 Q. And the boat that they were trading for, the price
24 on that boat was how much?

25 A. \$193,000, I believe.

Selling Broker Confirmation

July 16, 2007
 Phone: (206) 832-4668
 Fax: (206) 832-4873
 File# ING-3736-TL
 Agent: Tanya Lage

Vessel: 39'	Make: Bayliner	Year: 1999		
Official Number 1077787	HIN BLBA19EHL899			
Buyer: Gary D. Ingram and Marijo Riddle PO Box 7885 Olympia WA 98507	Seller: Bellweather Yacht Sales, LLC, dba Bellharbor Yacht Sales 2620 N. Harbor Loop Dr., #1 Olympia WA 98526			
Selling Broker: Capital City Yacht Sales	Listing Broker: 0			
ITEM (Note: All figures are shown in U.S. Dollars)	BUYER		SELLER	
	DEBIT	CREDIT	DEBIT	CREDIT
Sales Price	\$ 183,000.00		\$ 183,000.00	
Trade-In Allowance (Incl. 105K by pn-Slg Bkr) Net after Trade-In	\$ (62,000.00)	\$ 255,000.00		
Sales/Use Tax at 0.00% NONE COLLECTED	\$ -			
Reg. & Excise tax due Dept. of Licensing	\$ 70.00			
Title fees for Trade due Dept. of Licensing	\$ 70.00			
Closing fees due to Pacific Maritime Title	\$ -450.00			
Funds for Buyer from Essex Credit		\$ 50,000.00		
Promissory Note between Buyer and Selling Broker	\$ 105,000.00			
Deposit with 0		\$ -		\$ -
Commission due Selling Broker			\$ 8,750.00	
Credit for repairs due Buyer		\$ 500.00	\$ 500.00	
Funds transferred to PIE-3747-TL			\$ 175,000.00	
Balance less \$105K - PN due Buyer		\$ (105,000.00)		
Balance due to Seller			\$ 8,750.00	
TOTALS - to balance	\$ 298,690.00	\$ 298,690.00	\$ 193,000.00	\$ 193,000.00

\$105,000
 Promissory Note
 \$150,000
 Cash from Alan Power
 See Direct Exam Pg. 2
 Line 12
 Attachment B

Interim Loan -
 Repaid w/
 Promissory Note proceeds
 See Trial Exhibit # 77

By signing below, the undersigned acknowledges the accuracy of the figures and authorizes the disbursement of funds as described.

Signature _____

Print _____

Security Only

Cash to Gary spent at Boaters Discount For hard top etc.
 See IMPROVEMENTS/ ADDITIONS TO BAYLINER (TOTAL \$13,807)

ATTACHMENT D

Capital City Yacht Sales

TRIAL E A-21
67

611 Columbia St. NW - Olympia, WA 98501
Office (360) 352-2007 - Fax (360) 352-2399

Notes

BUYERS CLOSING STATEMENT

Gary Ingram/Marijo Riddle
Buyer

39' Friendship 2006
Length/Manufacturer/Year

CHINA
BOAT

To Be Assigned
WN

BAP3902SC606
Hull ID Number

Total Purchase Price

\$220,000.00

Options/Additions/Deletions

6,400.00

Less Trade-In of 34/ Tolly 1981

(98,000.00)

SEE EXHIBIT 74

Actual amt
Credited

Sales Tax Payable

10,785.60

Additional Expenses (see below)

1,358.93

TOTAL COST =
238,544.53

Funds on deposit

(80,130.00)

KeyBank Funds received via wire transfer

(175,000.00)

Total Due Buyer At Closing

- 16,585.47

Put BACK INTO
ELECTRONICS
etc.

Gary Ingram
Gary Ingram and/or Marijo Riddle

Date: _____

TOTAL BOAT
VALUE =

Additional Expenses:

Title transfer fee

38.25

\$255,000

Excise tax/tabs

1,320.68

Trade in
for Bayliner

CP 91

ATTACHMENT E

TRIAL
EXHIBIT
NOTES

74 A-22

34 Friendship Purchase
~~Options~~ 12/30/05.
Additional

\$ 220,000.⁰⁰

\$ 6,400.⁰⁰

Net:

Funds Held in Trust ^{Deposit} To be
applied upon Del

80,130.⁰⁰

Funds from Key Bank

175,000.⁰⁰

Returned Funds from Key Bank
for Purchase of Electronics to
Buyers/Canvas Etc

(16,585.⁴⁷)

ACTUAL AMOUNT CREDITED
TOWARD CHINA BOAT

(1) #1 rec'd 12/4/09 0406
Superior Court of the State of Washington
For Thurston County

A-23

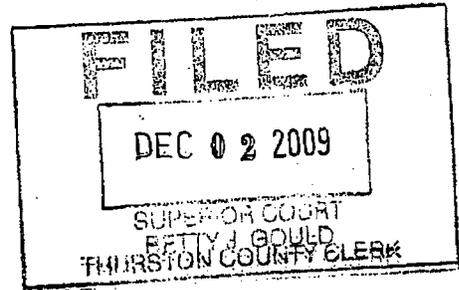


Paula Casey, Judge
Department No. 1
Thomas McPhee, Judge
Department No. 2
Richard D. Hicks, Judge
Department No. 3
Christine A. Pomeroy, Judge
Department No. 4

2000 Lakeridge Drive SW • Building No. Two • Olympia WA 98502
Telephone (360) 786-5560 • Fax (360) 754-4060

Gary R. Tabor, Judge
Department No. 5
Chris Wickham, Judge
Department No. 6
Anne Hirsch, Judge
Department No. 7
Carol Murphy, Judge
Department No. 8

December 2, 2009



J. Patrick Quinn
Attorney at Law
711 South Capitol Way, Ste 303
Olympia, WA 98501

Margaret Brost
Attorney at Law
1800 Cooper Pt Rd, #18
Olympia, WA 98502

Letter Opinion

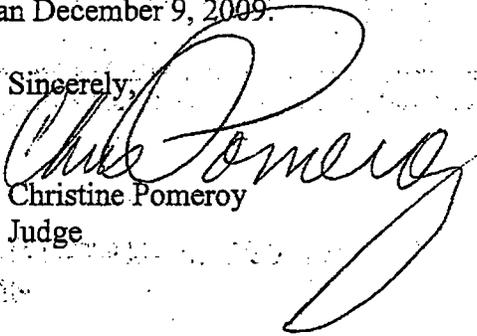
Re: *Ingram v. Riddle*
Thurston County Cause No. 08-2-30412-1

Dear Counsel:

After reviewing the exhibits in the above referenced case I have determined that all my previous rulings stand. Therefore, Ms. Riddle's motion for reconsideration is denied.

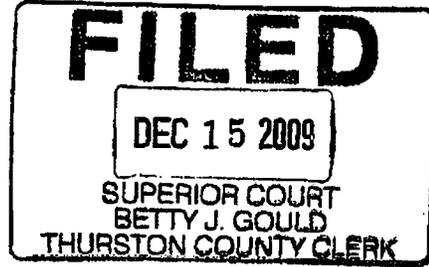
Accordingly, I will sign an order denying the respondent's motion for reconsideration presented ex parte no later than December 9, 2009.

Sincerely,


Christine Pomeroy
Judge

CAP/kr
cc: court file

CP 129



SUPERIOR COURT
STATE OF WASHINGTON
COUNTY OF THURSTON
FAMILY AND JUVENILE COURT

In re the Meretricious Relationship of:

NO: 08-2-30664-7

GARY INGRAM

Petitioner,

ORDER RE: RECONSIDERATION /
CLARIFICATION
(OR)

and

MARIJO RIDDLE

Respondent.

MARIJO RIDDLE presented a motion for order re: Reconsideration / Clarification to this court. The court having considered the motion, declaration, testimony and the court file, and finding good cause, IT IS HEREBY ORDERED:

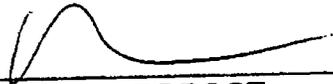
The motion is denied.

CHRISTINE A. POMEROY

12/15/2009
Dated

Judge/Commissioner

1 Presented by:

2 
3 _____

4 MARGARET BROST
5 WSBA # 20188
6 Attorney for Respondent

7 Approved for entry:
8 Notice of presentation waived:

9 See attached
10 _____

11 J. PATRICK QUINN
12 WSBA # 17440
13 Attorney for Petitioner
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Presented by:



MARGARET BROST
WSBA # 20188
Attorney for Respondent

Approved for entry:
Notice of presentation waived:



J. PATRICK QUINN
WSBA # 17440
Attorney for Petitioner

CP 132

1 THE COURT: We're here to present papers.
2 There's also a motion for reconsideration. I have
3 reviewed it. I will give each side five minutes on
4 the motion for reconsideration, then we'll go into
5 other things. There were various things filed.
6 We're ready to go.

7 MR. QUINN: Your Honor, I have a
8 preliminary procedural matter.

9 THE COURT: Go ahead.

10 MR. QUINN: I would object to the motion
11 for reconsideration, given the fact that it is not
12 timely. In fact, it's premature in that the motion
13 for reconsideration contemplates an order that would
14 need to be reconsidered. There is no such order.
15 Under Local Rule 59, it talks about a motion for
16 reconsideration of a judicial officer's order must
17 be filed, et cetera.

18 THE COURT: I realize that. Let's just go,
19 and let's just deal with it. Five minutes. It's
20 your situation.

21 MR. QUINN: Your Honor, I'm sorry. Another
22 objection or procedural matter is that I would ask
23 that pleadings that have been filed by the
24 respondent subsequent to her motion, other than the
25 reply declaration, be stricken, in that they should

1 have been -- again, under the same Local Rule, they
2 should have been filed with the motion, and they
3 were not. They were filed as late as last Thursday
4 and last Friday, and those were not in reply.

5 THE COURT: Thank you. Five minutes. I'm
6 going to stop you.

7
8 (Pause.)

9
10 THE COURT: Go ahead.

11 MS. BROST: Thank you. This is a motion in
12 which we ask the Court to clarify the \$62,000 that
13 is the difference between what the China boat sold
14 for 225,000 and what the Bayliner, 193,000, was
15 purchased for. We can account for about \$12,000.
16 \$7,000 was returned to Mr. Ingram at the time that
17 the Bayliner was purchased. We can account for,
18 again, the rest of that. About \$3,700 was spent
19 getting the boat ready, including painting the
20 bottom, an additional \$1,300 might have been spent
21 on incidentals. I know Mr. Ingram has submitted a
22 very large declaration in which he details what he
23 says he put into the China boat, but, first of all,
24 he did not put \$98,000 into the China boat. He put
25 in 80,000. That's clear from both Mr. Powell's

1 really clarified that difference.

2 THE COURT: All right. Thank you.

3 MS. BROST: Thank you.

4 THE COURT: I'm ready to rule. I am not
5 changing my percentages one bit. They will stand.
6 They were right then. They were right now. This is
7 a long-term relationship. This is a relationship
8 that had him doing some work in these houses. She
9 took control. This is a -- I almost want to say at
10 least 20 years, maybe longer, but the percentages
11 will stand. I did not account and did not give him
12 one dime of any work he ever did in any of these
13 houses as we go along. If it's 60 percent, I'm not
14 changing my decision one bit. Go ahead.

15 MR. QUINN: Well, Your Honor, I think that
16 is the issue before the Court today. I don't know
17 that there are any other issues.

18 THE COURT: I'm not changing my decision.
19 It's 60 percent. But there was another thing about
20 an absence of a dinghy and some other things, and I
21 think I'll take those up, because -- I think I will
22 take that up. But I want to be real clear here to
23 both of you: You know, I didn't give him credit for
24 working on the cabinet, working on the sink or
25 whatever they did. I came up with a relationship of

1 20 years, and I split it the way I split it, and I'm
2 not going to back down. All right.

3 MR. QUINN: Your Honor, as far as -- yes,
4 ma'am.

5 MS. BROST: The issue I think that is
6 really missing here is that, at the time that this
7 China boat sold, Your Honor, there were \$255,000
8 worth of proceeds. The Bayliner cost \$193,000.
9 There's a \$62,000 difference here. And Mr. Ingram,
10 who had control over the China boat. He had control
11 over the Bayliner. He had control over every single
12 boat that these parties ever had, has retained those
13 funds.

14 THE COURT: Stop. You're arguing. I'm
15 going to give them 60-40 in the new boat. And take
16 it up to the Court of Appeals. I'm done with this.

17 MR. QUINN: Your Honor, that's exactly what
18 Mr. Ingram is asking for.

19 THE COURT: No. I want to go on. Now,
20 what about this dinghy? Where is the dinghy?

21 MR. QUINN: Your Honor, let me give you our
22 understanding of the issue there. During trial,
23 Ms. Riddle brought up at one point -- I don't have
24 the transcript of that portion, but she brought up
25 the fact that Mr. Ingram had stripped the boat of

1 THE COURT: I am. This is it. I think the
2 commissioner, you can argue adequately at the
3 commissioner level on little things. I think we're
4 okay here.

5 MS. BROST: Your Honor, I want to make sure
6 that I'm clear: The \$50,000 that Mr. Ingram has
7 retained from the sale of the China boat, is the
8 Court saying that he is going to be able to retain
9 that \$50,000?

10 THE COURT: You know, I made percentages
11 when I did that. There wasn't a \$50,000 -- he paid
12 off a loan, if I remember right, on a credit card of
13 \$50,000.

14 MS. BROST: That's actually not the case,
15 Your Honor.

16 THE COURT: You know, I'm going to write --
17 I'm not going to change anything, and if you think
18 I'm wrong on \$50,000, that's enough money, I suggest
19 you take it up to the Court of Appeals.

20 MS. BROST: But, again, Your Honor, the
21 parties terminated their relationship, they bought
22 this Friendship boat. That boat sold for 255,000.
23 They bought the Bayliner for 193, and that's after
24 everything had been paid. And I understand what the
25 Court is saying, but I am so reluctant to spend more

1 money going to the Court of Appeals --

2 THE COURT: I don't understand what you
3 mean about the \$50,000. There was -- and I don't
4 want to litigate it again. But there was a loan
5 taken out, was there not?

6 MR. QUINN: Yes, Your Honor.

7 MS. BROST: All of that is included in this
8 \$55,000. If you look at the exhibit --

9 THE COURT: I'm going to take about a
10 five-minute recess. We'll pull the exhibits. We'll
11 deal with this. But when we're done, we're going to
12 sign these orders, and we're going away.

13 MS. BROST: Certainly.

14 THE COURT: Okay. But I do think that -- I
15 want to make sure that I understood the math.

16 MS. BROST: Thank you. That's all I'm
17 asking.

18 MR. QUINN: Yes, Your Honor, and just so
19 that it's clear, my client -- there were no excess
20 funds, none whatsoever. My client accounted for
21 those. He accounted for them at trial. He's
22 accounted for them again with receipts and a full
23 explanation as to the fact -- what happened that to
24 105,000. In fact, what he paid exceeded the
25 105,000.

1 MS. BROST: Pull the exhibits, Your Honor.
2 I think you'll see what the math is.

3 THE COURT: I can't pull them, they're at
4 FJC. Is that correct?

5 MS. BROST: I have them.

6 THE COURT: I need the exhibits into
7 evidence.

8 MR. QUINN: Your Honor, Ms. Brost is
9 wanting to relitigate this. The Court has ruled,
10 and the Court has ruled --

11 THE COURT: I just want to make sure. What
12 she wants me to do is make sure my math is correct.

13 MR. QUINN: Certainly, Your Honor.

14 THE COURT: \$50,000 is a lot of money, I
15 don't care if it's to you or to her, and I'm not
16 relitigating it. But there's no way -- and I do not
17 accept respondent's exhibits. It's the exhibits
18 that were in evidence. Are they still there? We're
19 going to have to renote this, then. Because I want
20 to make sure that the math is correct on the selling
21 and the buying. But I want to be -- I thought I was
22 clear.

23 MR. QUINN: You were, Your Honor. _____

24 MS. BROST: I don't think that the Court
25 really went through that math, and when the Court

1 does that, I think the Court will see what we're
2 talking about.

3 THE COURT: I will do it again. That's all
4 I'm saying. I'm not saying I'm going to change my
5 mind or anything.

6 MS. BROST: It would be Exhibit 71, 67 --
7 71, 74, 75 and 77.

8 THE COURT: Mr. Quinn, I'm going to give
9 you the opportunity, too, to review this. They are
10 saying that somehow I did not account for \$50,000 of
11 the China boat to the Bayliner boat. I think I did.
12 But I'm going to review it.

13 MR. QUINN: Certainly, Your Honor.

14 THE COURT: And I'm going to have you come
15 back again. And this will be the only thing that
16 will happen, is to review the math, and then we're
17 going to sign it. And I want every other detail
18 signed today.

19 MS. BROST: I actually have an order that
20 actually says that, and so I can hand this up to
21 the -- show this to counsel.

22 THE COURT: Show it to Mr. Quinn.

23 MR. QUINN: Your Honor, my objection is
24 that, in effect, Ms. Riddle is asking for a change
25 in the percentages. It's sort of a backdoor way of

1 getting you to change your percentages.

2 MS. BROST: That's not true.

3 MR. QUINN: Other than 60-40, Your Honor,
4 it's a second bite at the apple, Your Honor. But
5 for the record, Your Honor, I want to bring that to
6 the Court's attention.

7 THE COURT: All right. And I want you both
8 to know that you cannot do 20 years of incorporation
9 and living and try to have it down in a penny of a
10 fraction or a thousand dollars. These were people's
11 lives for 20 years. You two were together off and
12 on, and a lot of houses were sold, bought,
13 remodeled, taken out, done with. But it is of such
14 extensive of the 50,000, I may or may not review it.
15 But that's the only thing I'm going to change. Do
16 you understand that? I'm going to look to the
17 exhibits that were in evidence. And, in fact, I'm
18 not even going to have -- I'm going to give you the
19 opportunity, because she's saying you didn't account
20 for it. So I'm going to at least give each side the
21 opportunity to present somebody by next Wednesday,
22 and then I'm going to look at it. Anything you
23 want, you have to do it by Monday. And you have to
24 do it by Wednesday. Is that okay?

25 MR. QUINN: Yes, Your Honor. We're not

1 having a hearing next week, though?

2 THE COURT: No. And it will be by letter
3 opinion only. If I change my mind, I'll let you
4 know by letter opinion. Either way, it stands or I
5 change.

6 MR. QUINN: Certainly, Your Honor. Your
7 Honor, I have some objections to this order.

8 THE COURT: Go ahead.

9 MR. QUINN: And this is based on my
10 understanding, so I could be wrong. It says that
11 the parties divided their quasi-community property
12 in 2004. I don't know that that was correct. I
13 know they separated in 2004, and then they came back
14 together in 2005. So I don't know that that was --

15 THE COURT: I don't think I want to find
16 that. I just said, they separated in 2004 and came
17 back together.

18 MR. QUINN: And it also says in two places,
19 it says that they separated everything in '04, and
20 that, thereafter, it indicates a difference between
21 '04 and subsequent years. It says they are tenants
22 in common with respect to assets they acquired
23 jointly thereafter. My concern --

24 THE COURT: You know, I'm not -- give me
25 this.

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

MARIJO RIDDLE,
and
GARY INGRAM,
Appellant,
Respondent.

NO. 40220-3-II
DECLARATION OF
SERVICE

BY _____
STATE OF WASHINGTON
DIGNITY

10 JUN -8 PM 12:08

FILED
COURT OF APPEALS

I certify that on 6/7, 2010:

I sent a true and correct copy of the foregoing Brief of Appellant and Verbatim Report of Proceedings by US Mail to:

J. PATRICK QUINN
711 S. CAPITOL WAY STE 303
OLYMPIA, WA 98501

I sent a true and correct copy of the foregoing Brief of Appellant by US Mail to:

COURT OF APPEALS, DIVISION II
950 BROADWAY, STE 300
TACOMA, WA 98402

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF WASHINGTON THAT THE FOREGOING IS TRUE AND

CORRECT.

6/7/10
DATE

MOLLIE MEAGHER
TYPED NAME

Olympia, WA
PLACE


SIGNATURE