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COURT OF APPEALS
DIVISION II

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STATE OF WASHINGTON

No. 44814-9-II

BY


DEPUTY

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

In re the Marriage of:

NISHAT KHAN,

Appellant

and

AZAD KHAN,

Respondent

BRIEF OF THE APPELLANT

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TABLE OF CONTENTS

TABLE OF AUTHORITIES3

INTRODUCTION4

ASSIGNMENTS OF ERROR5

ISSUES PRESENTED.....5

 I. Whether Mr. Khan owes an ongoing duty of financial support to Ms. Khan under the I-864, Affidavit of Support and 8 U.S.C. § 1183a(a).

 II. Whether the duration of spousal maintenance awarded to Ms. Khan should be the duration of Mr. Khan’s duty of financial support under the I-864 and 8 U.S.C. § 1183a(a).

STATEMENT OF THE CASE.....5

STANDARD OF REVIEW10

SUMMARY OF ARGUMENT10

ARGUMENT11

CONCLUSION.....20

PROOF OF SERVICE21

APPENDIX.....22

TABLE OF AUTHORITIES

Cases

In re Marriage of Kamali, 356 S.W.3d 544v(Tex. App. Nov. 16 2011).. 11
In re Marriage of Mathews, 70 Wn. App.. 116, 123 (1993)..... 10
Love v. Love, 33 A. 3d 1268 (Pa. Super. Ct. 2011)..... 17
Marriage of Kamali, 365 S.W.3d 544 (Tex. App. Nov. 16, 2011)..... 18
Nguyen v. Dean, 10–6138–AA, 2011 U.S. Dist. LEXIS 3803, at *8 (D. Or.
Jan. 14, 2011)..... 19
Rojas-Martinez v. Acevedo-Rivera, 2010 U.S. Dist. LEXIS 56187 (D. P.R.
June 8, 2010)..... 7
Sunnyside Valley Irrigation Dist. v. Dickie, 149 Wn.2d 873, 880 (Wash.
2003) 10
Veach v. Culp, 92 Wn.2d 570, 573 (1979)..... 10

Statutes

42 U.S.C. § 413..... 16
8 U.S.C. § 1183a(a)..... 13, 14
8 U.S.C. § 1183a(a)(3)(B)..... 16
8 U.S.C. § 1183a(a)(3)(B)(ii)..... 16

Other Authorities

Greg McLawsen, *Suing on the I-864 Affidavit of Support*, 17 Bender’s
Immigr. Bull. 1943 (Dec. 15, 2012)..... 7

Regulations

8 C.F.R. § 213a.2(e)..... 12

INTRODUCTION

This litigation raises issues of first impression regarding the legal enforceability of an immigration document, the Form I-864, Affidavit of Support. The I-864 is a binding contract between a U.S. sponsor and the United States government, in which the sponsor promises to provide financial support for an intending immigrant. Every jurisdiction to consider the issue has held that the support obligation can be enforced by the immigrant as a third-party beneficiary. In the case at bar, the lower court correctly recognized the enforceability of the I-864. And the court correctly ordered spousal maintenance based on the I-864 support obligation. But the court erred in limiting the duration of that support to a shorter duration than the terminating events set forth in the I-864, which are mandated by federal statute.

ASSIGNMENTS OF ERROR

- I. The trial court erred in its analysis of whether Mr. Khan has an ongoing support duty owed to Ms. Khan pursuant to the I-864, Affidavit of Support. *See Finding of Fact and Conclusions of Law (“Findings”)* ¶¶ 2.11.17, 2.21.20 and 3.8.2.
- II. The trial court appropriately awarded spousal maintenance to Ms. Khan predicated on the I-864, but erred in limiting the duration of that support. *See Findings* ¶¶ 2.21.26, 3.8.1, 3.8.5, 3.8.7 and 3.8.8.

ISSUES PRESENTED

- I. Whether Mr. Khan owes an ongoing duty of financial support to Ms. Khan under the I-864, Affidavit of Support and 8 U.S.C. § 1183a(a).
- II. Whether the duration of spousal maintenance awarded to Ms. Khan should be the duration of Mr. Khan’s duty of financial support under the I-864 and 8 U.S.C. § 1183a(a).

STATEMENT OF THE CASE

Azad Khan met Nishat Khan in India in 2009. Tr. 11, 47. At the time, Ms. Khan was living with her parents. TR. 54. Her family led a comfortable, upper-middle class lifestyle with a housekeeper, cook and

personal shopper. *Id.* Ms. Khan earned a master's degree in accounting in 1987, Tr. 47, 63, however, she is 49 years old and has never worked outside the home. Tr. 47-48. When Ms. Khan married Mr. Khan, her intent was to be a housewife, and not to work outside the home. Tr. 48. She expected to go from housekeeping for her father to housekeeping for her husband. Tr. 48, 54.

To entice Ms. Khan into marriage, Mr. Khan represented that he possessed over \$1 million in investments to provide for Ms. Khan's financial security. Tr. 57. Indeed, Mr. Khan represented to the immigration services that he had an income of over \$150,000 per year. Tr. 70; Respondent's Exhibit 31, p. 4. Mr. Khan represented to Ms. Khan that he would provide her with a better life, and indicated that he had sufficient assets to support her and provide financial security. Tr. 54, 57-58, 70.

Mr. Khan brought Ms. Khan to the United States in January, 2010 on a Fiancée Visa and married her shortly after arrival. Tr. 11-12, 19, 47. Ms. Khan subsequently received her lawful permanent residence on the basis of the marriage. Tr. 53. As part of the immigration process, Mr. Khan executed an "I-864 Affidavit of Support" for the benefit of Ms. Khan. Tr. 42; Respondent's Exhibit 31, p.2.

The I-864 is an immigration document that is required by federal law in every marriage-based visa application. 8 U.S.C. § 1182(a)(4)(C). Specifically, the I-864 is required for the intending immigrant to show that

she will not be a drain on public resources, that is, become a “public charge.” See 8 U.S.C. § 1182(a)(4). The U.S. sponsor promises to provide financial support to the intending immigrant in an amount adequate to secure income at 125% of the Federal Poverty Guidelines. 8 U.S.C. § 1183a(a)(1)(A). For an overview of the I-864 as an enforceable contract please see Greg McLawsen, *Suing on the I-864 Affidavit of Support*, 17 *Bender’s Immigr. Bull.* 1943 (Dec. 15, 2012), as reproduced in the Appendix.

The I-864 executed by Mr. Khan required him to adhere to the following support duty:

Provide the intending immigrant [Ms. Khan] any support necessary to maintain him or her at an income that is at least 125 percent of the Federal Poverty Guidelines for his or her household size...

Respondent’s Exhibit 31, p 8. Mr. Khan also executed a Form I-134, Affidavit of Support. Respondent’s Exhibit 31, 2-3. That Form is not a legally enforceable contact and is not at issue in the present litigation.

See, e.g., Rojas-Martinez v. Acevedo-Rivera, 2010 U.S. Dist. LEXIS 56187 (D. P.R. June 8, 2010) (holding that the I-134 is not an enforceable contract).

Before the trial court, Ms. Khan initially raised the issue of Mr. Khan’s I-864 support duty in her trial brief. Respondent’s Trial Brief, p. 3. Ms. Khan expressly argued that an award of maintenance was mandatory given Mr. Khan’s ongoing support obligations under the I-864. *Id.* The Form I-

864 executed by Mr. Khan was disclosed in Ms. Khan's ER 904 exhibits and was not objected to by Mr. Khan. Notification of Intent to Submit Documentary Evidence Pursuant to ER 904, p. 1.

At trial, Ms. Khan testified that she is currently willing to work in order to support herself, Tr. 68; however, she is experiencing great difficulty in finding employment. Indeed, she has received only a single interview. Tr. 64. She testified that she has applied at banks, department stores and for front desk jobs. Tr. 64. Her degree is out of date, since when she earned her degree in accounting, computers were not in use. Tr. 50. Furthermore, since she has no employment history, she does not have the requisite experience required by employers to qualify for a position. Tr. 50. Ms. Khan has taken vocational training courses at Goodwill in customer service and retail related areas. Tr. 53. She is also working with community colleges and other organizations to assist her in her job search. Tr. 67. She has applied for countless jobs with no success. Tr. 64-65.

Following trial the court gave its oral ruling. *See Court's Oral Ruling*. The only portion of that ruling at issue in this appeal is the court's award of spousal maintenance.

The court made clear that but-for the existence of the I-864 Affidavit of Support it would have awarded to maintenance to Ms. Khan. *Court's Oral Ruling* at 6. The court held that the federal statutory rights embodied in the I-864 preempt Washington state law with respect to the spousal

maintenance issue. *Id.* at 9. The court also concluded that it lacked the ability to impute income-earning ability to Ms. Khan. *Id.* at 9. In view of Ms. Khan's right to support under the I-864 support the court therefore ordered maintenance in the amount of \$2,000. But the court arbitrarily limited the duration of that maintenance to three months – that arbitrary restriction is the primary issue on appeal to this Court.

STANDARD OF REVIEW

The standard of review for the appeal of a maintenance award is abuse of discretion. *In re Marriage of Mathews*, 70 Wn. App. 116, 123 (1993). However questions of law and conclusions of law are reviewed de novo. *Sunnyside Valley Irrigation Dist. v. Dickie*, 149 Wn.2d 873, 880 (Wash. 2003) (citing *Veach v. Culp*, 92 Wn.2d 570, 573 (1979)).

SUMMARY OF ARGUMENT

In the process of sponsoring his then-wife's immigration to the United States, Azad Khan executed a Form I-864 Affidavit of Support, promising to provide a specified level of financial support to Nishat Khan. Every jurisdiction in the United States to consider the issue has held that the I-864 is a binding contract between Mr. Khan and the Federal government and enforceable by the immigrant – here, Ms. Khan – as a third-party beneficiary. The lower court properly held that Mr. Khan is bound by the promises of financial support he made when executing the I-864. But the lower court made critical errors in its analysis of conditions governing that duty. Specifically, the court concluded that the event of Ms. Khan becoming a lawful permanent resident *terminates* Mr. Khan's support duty, whereas it actually *triggers* his support duty. And in calculating whether Ms. Khan could be credited with 40 quarters of work, thereby

terminating Mr. Khan's support duty, the court failed to apply the mandatory standards set forth in the Social Security Act.

The lower court appropriately awarded maintenance to Ms. Khan based on her I-864 support rights. But the court erred in arbitrarily limiting the maintenance to three months whereas the I-864 and federal law set forth only five events that terminate support I-864 rights. The dissolution action was the proper forum to litigate the I-864 support rights, and the court erred in short-changing Ms. Khan. Indeed, claim preclusion may prevent Ms. Khan from enforcing her rights in a separate action.

ARGUMENT

The trial court appropriately awarded spousal maintenance based upon Mr. Khan's contractual obligations under the I-864 as mandated by federal law. *See* Section II *infra*. The Court's March 29, 2013 Findings mandated payments of \$2,000 per month through a scheduled review hearing in June 2013, and made clear that the maintenance was ordered only in view of the I-864 obligations. *Findings* 3.8.1 & 3.8.7. But the trial court erred by setting the duration of maintenance shorter than the term set forth in the plain terms of the I-864, as mandated by federal law. *See, e.g., In re Marriage of Kamali*, 356 S.W.3d 544, 547 (Tex. App. Nov. 16 2011) (holding that trial court erred in limiting payments to an "arbitrary" 36-month

period).

I. THE TRIAL COURT ERRED IN ANALYZING MR. KHAN'S ONGOING SUPPORT DUTY UNDER THE I-864.

a. *MR. KHAN'S I-864 SUPPORT DUTY WAS TRIGGERED – NOT ENDED – BY MS. KHAN BECOMING A PERMANENT RESIDENT.*

The Findings state that “once [Ms. Kahn] becomes a permanent resident of the United States, the support obligation under the affidavit of support... shall terminate.” *Finding ¶* 2.2.20. That is incorrect. In fact the *opposite is true*: a sponsor’s support obligations *commence* when a beneficiary-immigrant achieves status as a lawful permanent resident.

Under the Immigration and Nationality Act, “lawful permanent residency” is an immigration status that refers to an individual with the legal entitlement to reside permanently in the United States. 8 U.S.C. § 1101(22). The I-864 executed by Mr. Khan states on its face:

What Does Signing the Form 1-864 Require Me to do? *If an intending immigrant becomes a permanent resident in the United States based on a Form 1-864 that you have signed, then, until your obligations under the Form 1-864 terminate, you must...*

Respondent’s Exhibit 31, p. 8. Likewise, Federal regulations governing the Form I-864 make clear that a sponsor’s support duty commences when the intending immigrant becomes a permanent resident. 8 C.F.R. § 213a.2(e).

Here, unopposed trial testimony established that Ms. Khan was a

lawful permanent resident. TR at 53. On appeal, the Appellant moved to supplement the record with evidence of her I-551 permanent resident card, but the Court denied the motion, ruling: “Appellant does not satisfy RAP 9.11(a)(3) *because the evidence of the Appellant's permanent residency status is in the record and is apparently not disputed.*” Ruling by Commissioner Schmidt (June 27, 2013). It is therefore established that Ms. Khan is a permanent resident and that Mr. Khan’s I-864 support duty has been triggered.

Once a sponsor’s I-864 support duty has commenced, only five events terminate the duty. These five events are set forth by federal statute, 8 U.S.C. § 1183a(a), and are expressly stated on the I-864 executed by Mr. Khan:

Your obligations under a Form I-864 will end if the person who becomes a permanent resident based on a Form I-864 that you signed:

- Becomes a U.S. citizen;
- Has worked, or can be credited with, 40 quarters of coverage under the Social Security Act;
- No longer has lawful permanent resident status, and has departed the United States;
- Becomes subject to removal, but applies for and obtains in removal proceedings a new grant of adjustment of status, based on a new affidavit of support, if one is required; or
- Dies.

Note that divorce does **not** terminate your obligations under this

Form I-864.
Respondent's Exhibit 31, p. 9 (emphasis in original). Again, the occurrence of one of these five events is the *only* condition that terminates Mr. Khan's support duty.

The only terminating event considered by the trial court was whether Ms. Khan could be credited with 40 quarters of work. As discussed further below, the court erred in its calculation of quarters of work, but even using the court's calculation Mr. Khan's support duties still have not terminated.

*b. THE TRIAL COURT ERRED IN ITS CALCULATIONS
OF "QUARTERS OF WORK" UNDER THE I-864.*

Mr. Khan's support obligations under the I-864 terminate once Ms. Khan may be credited with 40 quarters of work as calculated under the Social Security Act. Respondent's Exhibit 31, p. 9; *see* 8 U.S.C. § 1183a(a). The table below sets forth the quarters of work that the trial court imputed to Ms. Khan up to June 2013. *Findings*, 3.8.2.

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Table 1		
Finding ¶	Quarters	Rationale
3.8.2(a)	8	“Mr. Khan was the sole financial support during the two years of marriage, for which he receives 8 credits for 2010 and 2011.”
3.8.2(b)	8	“For spousal maintenance during the last twelve months of 2012 Mr. Khan receives 8 credits.”
3.8.2(c)	4	“For additional support paid in 2013 Mr. Khan shall receive 4 credits.”
3.8.2(d)	8	“For assumption of poverty debt by Mr. Khan one half of the \$49,000 Mr. Khan shall receive an additional 8 credits.”
Sum	28	

The reasons given by the court for attributing quarters of work to Ms.

Khan *have no basis in law.*

The I-864 makes clear that “quarters of work” must be calculated following the rules of the Social Security Act. Respondent’s Exhibit 31, p. 9 (“Has worked, or can be credited with, 40 quarters of coverage under the Social Security Act”). The Immigration and Nationality Act sets forth clear rules for this calculation:

(B) Qualifying quarters. For purposes of this section, in determining the number of qualifying quarters of coverage under title II of the Social Security Act [42 USCS §§ 401 et seq.] an alien shall be credited with—

(i) all of the qualifying quarters of coverage as defined under title II of the Social Security Act worked by a parent of such alien while the alien was under age 18, and

(ii) all of the qualifying quarters worked by a spouse of such alien during their marriage and the alien remains married to such spouse or such spouse is deceased.

8 U.S.C. § 1183a(a)(3)(B).

Under the Social Security Act, Ms. Khan is credited for calendar quarters in which she or, under some circumstances, Mr. Khan worked for a wage. *Cf.* 42 U.S.C. § 413 (defining quarters and quarters of coverage). Social Security quarters are *not* imputed on the basis of providing financial support to a spouse during marriage, much less is an individual imputed with “double credit” for providing additional financial support to a spouse. *See Findings ¶* 3.8.2(b) (imputing eight quarters to Ms. Khan for a 12-month period). The trial court’s calculation of credits was simply unrelated to the governing standards of the Social Security Act.

Mr. and Ms. Khan married shortly after her arrival in January 2010. Tr. 11-12, 19, 47. Assuming for the sake of argument that Mr. Khan worked each calendar quarter since 2010, this results in a maximum of only 18 imputable quarters (4 for 2010, 4 for 2011, 4 for 2012 and 1 for 2013). Only one quarter could possibly be imputed for 2013 since the divorce was finalized in the first calendar quarter. *See* 8 U.S.C. § 1183a(a)(3)(B)(ii) (beneficiary must remain married to sponsor in order to attribute work quarters). It is undisputed that Ms. Khan herself never worked during the marriage, so she cannot be credited with any work quarters in her own right.

The trial court erred in its calculation of quarters with which Ms. Khan may be “credited... under the affidavit of support.” Findings of Fact and Conclusion of Law 3.8.2. It is clear that Ms. Khan cannot be attributed with 40 quarters of work under the Social Security Act and work quarters are therefore no basis for determining Mr. Khan’s support duty has terminated.

II. THE COURT ERRED BY LIMITING SUPPORT TO A PERIOD OF TIME MORE NARROW THAN THE FIVE TERMINATING EVENTS SET FORTH IN THE I-864.

The trial court noted that it would have awarded no spousal maintenance whatsoever but for the fact of Mr. Khan’s I-864 support duty. Court’s Oral Ruling, p. 10, ln. 7-10; *see Findings ¶¶ 3.8.1 & 3.8.7*. Instead, support was ordered in light of Mr. Khan’s duty under the I-864. Thus the trial court correctly decided that it was proper to award incorporate Mr. Khan’s I-864 support duty into a maintenance order. *See, e.g., Love v. Love*, 33 A. 3d 1268 (Pa. Super. Ct. 2011) (reversing trial court for refusing to apply the I-864 when setting a spousal support obligation). But the trial court erred in arbitrarily limiting maintenance to three months where both the I-864 contract itself and federal law set clear terminating events for Mr. Khan’s support obligations.

PROOF OF SERVICE

I hereby certify under penalty of perjury that on August 20, 2013 I transmitted a true and complete copy of the Brief of the Appellant via electronic mail to: denniscaseylaw101@gmail.com and to barb@hellandlawgroup.com.

I further certify that prior to transmitting the copy I received the advance oral approval of Dennis Casey and Barb McInville to accept service via electronic mail.

DATED this 20th day of August, 2013.



Greg McLawsen

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APPENDIX

The following materials are subjoined hereto:

- Verbatim Transcript of Proceedings – pg. 23.
- Findings of Fact and Conclusions of Law (March 29, 2013) – pg. 40.
- Greg McLawsen, *Suing on the I-864 Affidavit of Support*, 17 Bender's Immigr. Bull. 1943 (Dec. 15, 2012) – pg. 59.
- *Nguyen v. Dean*, No. 10–6138–AA, 2011 U.S. Dist. LEXIS 3803, at *8 (D. Or. Jan. 14, 2011) – pg. 86.

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IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON

IN AND FOR THE COUNTY OF PIERCE

AZAD KHAN,

Petitioner,

vs.

NISHAT KHAN,

Respondent.

)
)
) Superior Court
) No. 12-3-00286-9
)
)
)

VERBATIM TRANSCRIPT OF PROCEEDINGS

February 28, 2013
Pierce County Superior Court
Tacoma, Washington
Before the
HONORABLE VICKI L. HOGAN

Raelene Semago
Official Court Reporter
930 Tacoma Avenue
334 County-City Bldg.
Department 5
Tacoma, Washington 98402

REPORTED BY: RAELENE SEMAGO, CCR, RPR, CMRS

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A P P E A R A N C E S

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BE IT REMEMBERED that on Thursday, February 28, 2013, the above-captioned cause came on duly for hearing before the **HONORABLE VICKI L. HOGAN**, Judge of the Superior Court in and for the County of Pierce, State of Washington; the following proceedings were had, to wit:

<<<<<< >>>>>>

THE COURT: Everyone is present, both clients and both attorneys. Let me start with the basics. The Court has jurisdiction over the parties and the subject matter of this case. I considered the testimony of each of you, the exhibits that were admitted into evidence, the relevant case law, the applicable statutes and argument of counsel.

It's undisputed that you both were married in January, 2010 and separated in December, 2011. This is a short-term marriage, which is irretrievably broken, no possibility of reconciliation. Mrs. Khan is not pregnant. Mr. Khan has children from a prior marriage. Mrs. Khan has one child from a prior marriage. All of the children are adults.

Mr. Khan was the sole support for the parties both during the marriage and since separation. Mr. Khan brought separate personal property assets to the marriage,

1 including his pension and various investments. At the
2 time of the marriage, the exhibits demonstrate he was
3 earning approximately \$151,000 at the time he sponsored
4 Mrs. Khan.

5 There are three areas that the Court needs to
6 discuss. One is the real property. It is undisputed that
7 the parties built a home during the marriage utilizing
8 Mr. Khan's separate property assets. It was undisputed
9 and is agreed that Mr. Khan will receive the separate
10 property house located at 4418 24th Street Southeast in
11 Puyallup. Mrs. Khan will need to immediately sign all
12 necessary documents to transfer title to Mr. Khan.

13 Mr. Khan shall be responsible for all the debts on the
14 home. Testimony indicated approximately \$300,000 due.

15 Personal property. It's undisputed that both
16 parties brought separate personal property to the
17 marriage. It is disputed how that personal property
18 should be divided. Mr. Khan shall receive within 30 days
19 the personal separate property listed on Exhibit 4 that
20 was highlighted in yellow which was removed by Mrs. Khan
21 from the home. There was undisputed testimony about the
22 box springs and mattress that did not need to be
23 transferred, but the other assets do need to be made
24 available to Mr. Khan, or his designee, for pick up. And
25 those items, as I indicated, are those highlighted yellow

1 items on Petitioner's Exhibit 4.

2 In reviewing the distribution of those assets,
3 the Court noted undisputed testimony for the date of
4 acquisition as separate property acquisitions.

5 Mr. Khan will have to bear the cost of getting
6 the property from Mrs. Khan, which shall be returned in
7 the same condition as it was when it was removed from the
8 home. It's unclear to me where that personal property is
9 located, since Mrs. Khan testified she rents merely a room
10 in Shoreline.

11 The Court does need to discuss the debts.
12 Mr. Khan was the sole wage earner, as I indicated.
13 Mr. Khan has agreed and shall be responsible for the
14 community property debts incurred by the parties during
15 the marriage and up to the date of separation. Testimony
16 included American Express, Visa, Macy's, and I think it
17 was the APIS bill, which currently totals somewhere
18 between 46 to \$49,000. Some of the bills have been paid
19 down by Mr. Khan over the last year. He is willing to and
20 agrees to assume those debts.

21 It should also be noted, Mr. Khan paid spousal
22 maintenance totaling \$24,000 at \$2,000 a month for the
23 past 12 months. All attorneys fees, pursuant to the Court
24 orders have been paid, and Mrs. Khan's moving expenses of
25 \$1,840 were paid also by Mr. Khan. Mr. Khan did not pay

1 for Mrs. Khan's driving school. Given the unequal
2 distribution of debts to Mr. Khan, I am not ordering
3 reimbursement to Mrs. Khan for the driving school expenses
4 that she paid.

5 Finally, spousal maintenance. This is the
6 difficult issue in this case given the conflict between
7 the federal law and the Washington state law. On the
8 federal law side, Mr. Khan voluntarily filed both forms,
9 I-134 and I-864 in order to sponsor and allow Mrs. Khan to
10 come to and be considered for permanent residency in the
11 United States. The policy behind these documents is
12 undisputed. The sponsorship is to ensure this government
13 that the sponsor will not later require the beneficiary of
14 the contract to rely on tax funded public benefits of the
15 United States, or become a burden on the State of
16 Washington. This is all done in exchange for the U.S.
17 allowing admittance into the country and permitting
18 permanent residency consideration of the sponsored
19 individual, or the intending immigrant.

20 Under the federal statute, once the intending
21 immigrant becomes a permanent resident of the United
22 States, the support obligation under the Affidavit of
23 Support by the sponsor would terminate. There are only
24 several other excusing conditions; the death of the
25 sponsor, the death of the intending immigrant, the

1 intended immigrant is employed for 40 quarters, the
2 intended immigrant leaves the U.S. permanently or becomes
3 a U.S. citizen. And none of those excusing events have
4 occurred.

5 What's in conflict is the 1996 House Report
6 which speaks to the legislative goal of sufficiency of the
7 intended immigrant, just not by the sponsor under the
8 I-864 contract. This goal is consistent with Washington
9 law and legislative goals.

10 The distinction that arises within the federal
11 law has to do with the fact that the benefit of the duty
12 to support results or inures to the beneficiary who is not
13 a party to the contract. The discussed legislative goal
14 in the House Report, which addresses the goal of
15 sufficiency by the intended immigrant, is independent of
16 the sponsor and was not included in the legislation as a
17 way to excuse the sponsor of their obligation to support.

18 And naturally, what's concerning is this
19 federal legislation is in direct conflict with Washington
20 statutes and case laws for citizens of our state. That
21 case law emphasizes at or upon dissolution the goal of
22 each healthy individual, and that individual who is able
23 bodied, shall work towards becoming financially
24 self-sufficient and independent from the other spouse.
25 And Washington law goes further and imputes income to

1 those individuals who choose not to work or are
2 underemployed for whatever the reason.

3 Further, under Washington law, spousal
4 maintenance is not a matter of right. But for the I-864,
5 this Court would not find it appropriate to award spousal
6 maintenance to Mrs. Khan for many reasons. One, this is a
7 short-term marriage of two years. Second, Mrs. Khan has
8 been receiving spousal maintenance from Mr. Khan for the
9 past 12 months. Three, Mrs. Khan is a health able bodied
10 and well educated individual. She possesses a Master's
11 Degree in accounting, and presented no health
12 consideration preventing her from full-time gainful
13 employment. Four, Mrs. Khan speaks four languages which
14 could provide enormous opportunities for her to pursue
15 employment, but which she has chosen not to take advantage
16 of. Fifth, Mrs. Khan has lived in the United States on a
17 prior occasion, and that was during her marriage to
18 Mr. Karimi. She has resided in the United States for the
19 last three years, and has yet not acquired any work
20 experience.

21 Mrs. Khan testified she applied for many jobs,
22 yet she was unable to name with any particularity which
23 company or business those applications were sent.
24 Mrs. Khan also testified she began training and/classes
25 with the Goodwill Industries in January of this year.

1 However, this late effort does not demonstrate a good
2 faith effort on her part to obtain employment.

3 The Federal I-864 Affidavit of Support
4 specifically includes language to state that the divorce
5 does not terminate the sponsor's obligation of support.
6 Mrs. Khan has predicated her spousal maintenance request
7 on the Affidavit of Support which is granted by federal
8 statutory rights and these rights may appear to preempt
9 state law, which therefore limits this Court's ability to
10 input income to Mrs. Khan based upon her earning capacity
11 and her education, an analysis that this Court could
12 conduct for a woman of her health, age and education when
13 considering a spousal maintenance request under a standard
14 Washington dissolution action.

15 I will order spousal maintenance at \$2,000 a
16 month through June of 2013. And in setting spousal
17 support for this very limited additional term, the Court
18 has credited to Mr. Khan the following payments which the
19 Court finds qualification for calculation of the quarters
20 identified under the Affidavit of Support language and
21 case law which the Court reviewed, none of which are on
22 point for Washington.

23 Mr. Khan was the sole financial support during
24 the two years of the marriage for which he receives eight
25 credits for 2010 and 2011. For the spousal maintenance

1 paid during the last 12 months, or what I would call 2012,
2 he receives four credits and four additional credits. The
3 Federal Poverty Guideline calculation for 2013 is \$11,490.
4 Since Mr. Khan paid \$24,000 for one year, this earns him
5 double credits for this year. The additional spousal
6 maintenance for 2013, two quarters or two credits, plus an
7 additional two credits under the same analysis as the last
8 year of spousal maintenance. And finally, for the
9 assumption of one half the community property debt by
10 Mr. Khan at \$25,000, Mr. Khan receives an additional eight
11 credits.

12 So at the time of the review hearing which
13 this Court will set in July, Mr. Khan would have
14 28 quarter credits under the Affidavit of Support I-864.
15 The Court will review at the hearing what good faith
16 efforts Mrs. Khan has put forward between now and early
17 July with regard to her job search, obtaining employment,
18 the green card or work visa acquisition issue, or any
19 efforts to become a permanent residence in the United
20 States. If this Court is not satisfied with her efforts
21 as would be required under a Washington law analysis, the
22 issue may need to be addressed elsewhere, perhaps with the
23 federal government, the INS, rather than with Superior
24 Court.

25 In the event an excusing event does occur in

1 Mrs. Khan's life, Mr. Khan or his attorney shall receive
2 immediate notification, such as Mrs. Khan returns to
3 India, or becomes a permanent resident of the United
4 States.

5 In making this ruling the Court has balanced
6 between the two laws the federal preemption issue, but
7 also recognizes the benefits of Mrs. Khan being a resident
8 of the State of Washington. I looked at all of the
9 arguments presented in the variety of cases that each of
10 you argued: The duty to mitigate; the imputation of
11 income; the obligation to work and be self-sufficient;
12 contract formation; unconscionable contracts; fraud,
13 duress or lack of consideration. And the cases across the
14 country suggest that preemption is the rule the Court is
15 required to follow.

16 The 2004 Louisiana case known Ainsworth; the
17 2005 Oklahoma case known as Schwartz; the 2005 Indiana
18 case, Stump; the 2006 Florida case Cheshire; the 2009
19 Tennessee case Barnes; the 2011 Chang v. Crabill; the
20 Mathieson Pennsylvania case in 2011; and the 7th Circuit
21 2012 Liu vs. Mund case.

22 Under a Washington analysis, Mr. Khan has the
23 ability to pay spousal maintenance when the Court looks at
24 his available income, the separate property pension of
25 approximately \$3,000 per month, and his base salary of

1 \$3,000 per month. The Court recognizes that during the
2 time he is in Afghanistan, or overseas, he receives hazard
3 duty pay, perhaps family separation pay, and overtime.

4 Mrs. Khan has demonstrated a need for spousal
5 maintenance based upon her lack of income from any source
6 other than current spousal maintenance.

7 However, as I indicated, under an exclusive
8 Washington statute and case law analysis, these would not
9 be an order for spousal support in this case based upon
10 the facts presented during trial. Need and ability are
11 only portions of the consideration. With a Master's
12 Degree, Mrs. Khan has little need for spousal maintenance
13 under the retraining option. Given the length of the
14 marriage, less than two years in duration, coupled with
15 further fact that Mrs. Khan has been in the United States
16 for three years and not sought employment, would defeat
17 any request for spousal maintenance under a traditional
18 Washington analysis. The Court would, but for the federal
19 law, find her voluntarily underemployed and input income
20 to her, require her to find a job consistent with the
21 legislative directive of our statutes for family law and
22 case analysis. And I provide this further analysis in
23 case there is a further review of this Court's decision by
24 a higher court.

25 Finally, there was some testimony during the

1 trial to suggest, but this Court can find no basis for
2 domestic a violence asylum in favor of Mrs. Khan against
3 Mr. Khan.

4 Mr. Casey, any questions?

5 MR. CASEY: Your Honor, I want to thank you
6 for rather a brilliant analysis. I wonder, could we get a
7 copy of that?

8 THE COURT: You talk to Ms. Semago about that.
9 Basically I want to answer any questions that you have,
10 and then perhaps suggest that while everyone is here work
11 out how Mr. Khan, leaving this weekend, wishes to get that
12 personal property, and then figure out a date for
13 presentment, which I don't need to orchestrate. You can
14 talk with my Judicial Assistant for perhaps the 22nd or
15 the 29th. We are going to be at recess the week of the
16 11th of March. We just need to set a future proceeding
17 for presentation.

18 MR. CASEY: Right. Mr. Khan can get
19 individuals to pick up these, but we need to know, like
20 you mentioned, where is the property? We don't know that,
21 and we don't even have her address. We are not looking to
22 violate her personal space, but we just need to know where
23 to go.

24 THE COURT: Right. That's why I suggested in
25 my decision that I don't really know where it is either,

1 and that address has to be provided.

2 MS. POWELL: That can be arranged, but my
3 concern is that, you know, there is an element that I am
4 not sure what the Court intends her to use for personal
5 property if she doesn't have a bed --

6 THE COURT: Well, not all of the items
7 listed --

8 MS. POWELL: -- a couch.

9 THE COURT: All of the items highlighted on
10 Exhibit 4 are necessarily going to be returned to Mr. Khan
11 from Mrs. Khan. And there may be some ability for the
12 parties to discuss it further, since there was no
13 testimony by your client in that regard. So the Court
14 finds a failure of proof to be able to answer that
15 question.

16 MS. POWELL: Okay.

17 THE COURT: So you can certainly talk about
18 it, and there may be something that can be worked out in
19 that regard. But I will require that the address be
20 provided.

21 MS. POWELL: I will make sure that we have
22 that.

23 MR. CASEY: The other thing, Your Honor, I
24 don't want to interrupt either of you so I apologize.

25 THE COURT: And I also need to have Mr. Khan

1 designate to you who his individual will be, and then the
2 date and time for that pick up, so that there isn't
3 confusion on that.

4 MR. CASEY: Your Honor, you have my last
5 yellowed highlighted paper so...

6 THE COURT: Andy has it. It's Exhibit No. 4.
7 And so, to the extent that you all make a copy of the
8 exhibit, then you can mark on it together, but the exhibit
9 needs to stay in its form, but we have lots of colored
10 markers that you all can use.

11 MS. POWELL: If I could make a copy, we could
12 work off of that, Your Honor.

13 THE COURT: All right. Then we will set the
14 date for presentment at March 29th, if that works, and
15 then Andy will get those copies for you.

16 MR. CASEY: Thank you, Your Honor.

17 THE COURT: All right. Thank you.

18 MS. POWELL: Thank you, Your Honor. Your
19 Honor --

20 THE COURT: Yes, Ms. Powell?

21 MS. POWELL: Presentation is March 29th. Is
22 there going to be a maintenance transfer payment tomorrow?

23 THE COURT: I have ordered the support to
24 continue through the June payment, so it should be for the
25 next four months.

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MS. ALLISON: Thank you, Your Honor.

THE COURT: All right. And then, like I said, if the papers are agreed, Mr. Casey has probably got the laboring oar, he can just send them through after Ms. Powell has signed off, keeping in mind that the parties are not divorced until I sign those final documents.

MS. POWELL: Yes.

THE COURT: All right. Good enough.

MS. POWELL: Thank you, Your Honor.

THE COURT: All right. Thank you.

(Court at recess.)



12-3-00286-9 40268979 FNFL 04-01-13



**SUPERIOR COURT OF WASHINGTON
COUNTY OF PIERCE**

In re the Marriage of:

NO. 12-3-00286-9

AZAD KHAN,

**FINDINGS OF FACT AND
CONCLUSIONS OF LAW
(MARRIAGE) (FNFL)**

Petitioner,

and

NISHAT A. KHAN,

Respondent.

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 Residency of Petitioner.

The Petitioner is a resident of the State of Washington.

2.2 Notice to the Respondent.

The Respondent appeared, responded or joined in the Petition.

1 **2.3 Basis of Personal Jurisdiction Over the Respondent.**

2 The facts below establish personal jurisdiction over there Respondent.

3 The Respondent is currently residing in Washington.

4 **2.4 Date and Place of Marriage.**

5 The parties were married on January, 2010 at Pierce County, Washington.

6 **2.5 Status of the Parties.**

7 Husband and wife separated on December, 2011.

8 **2.6 Status of Marriage.**

9 The marriage is irretrievably broken and at least 90 days have elapsed since the date
10 the petition was filed and since the date the summons was served or the respondent
joined. See paragraph 2.21 below.

11 **2.7 Separation Contract or Prenuptial Agreement.**

12 There is no written separation contract or prenuptial agreement.

13 **2.8 Community Property.**

14 The parties have the following real or personal community property:

15 Household goods, furnishings and personal property;

16 Bank accounts, credit union accounts, savings and loan accounts and the
17 like;

18 Stocks, bonds, mutual funds, certificates of deposit, notes and other
19 negotiable instruments; and

20 The husband's retirement benefits, including by not limited to pensions,
21 IRA accounts, Keogh accounts, profit sharing, stock options, retirement
22 accounts, deferred compensation, voluntary investment plans, financial
23 security plans, sick leave, vacation allowances and bonuses or any other
24 type of retirement benefit in the name of the husband as a result of his
25 employment or otherwise.

See paragraph 2.21.

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2.9 Separate Property.

The wife has personal separate property. *See paragraph 2.21 below.*

The husband has real or personal separate property, including but not limited to his pension and various investments. *See paragraph 2.21 below.*

2.10 Community Liabilities.

The parties have incurred community liabilities as follows:

\$49, 000 liabilities for various credit account. See also *paragraph 2.21.6* below.

2.11 Separate Liabilities.

The husband has incurred the following separate liabilities:

Liabilities incurred by the husband since the date of separation.

See *paragraph 2.21.*

The wife has incurred the following separate liabilities:

Liabilities incurred by the wife since the date of separation.

See *paragraph 2.21.*

2.12 Maintenance.

Maintenance should be ordered because:

See *paragraph 2.21 below.*

2.13 Continuing Restraining Order.

Does not apply.

2.14 Protection Order.

Does not apply.

2.15 Fees and Costs.

There is no award of fees or costs.

2.16 Pregnancy.

The wife is not pregnant.

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2.17 Dependent Children.

The parties have no dependent children of this marriage.

Both parties have adult children from prior marriages.

2.18 Jurisdiction Over the Children.

Does not apply because there are no dependent children.

2.19 Parenting Plan.

Does not apply.

2.20 Child Support.

Does not apply.

2.21 Other.

2.21.1 Mr. Khan has a present pension of \$3,000 per month which is his sole separate property and a base salary of \$3,000 per month, as well as hazard duty, family separate pay and overtime while he is in Afghanistan.

2.21.2 At the time Mr. Khan sponsored Ms. Khan he had an annual income of \$151,000.

2.21.3 The parties built a home during the marriage using Mr. Khan's separate property assets.

2.21.4 The parties agree that Mr. Khan should be awarded as his separate property the real property located at 4418 24th Street Southeast, Puyallup, Washington 98374.

2.21.5 Mrs. Khan should immediately sign all documents necessary to transfer real property title to Mr. Khan.

2.21.6 Mr. Khan should be responsible for all debts associate with the real property with approximate debt of \$300,000.

2.21.7 Both parties brought personal property to the marriage.

2.21.8 Mr. Khan should receive within thirty days all of his personal separate property as outlined and highlighted on **Exhibit A** which was removed by Mrs. Khan from the home. Ms. Khan should keep the box-spring and mattress.

- 1 **2.21.9** Mr. Khan or his designee shall arrange for a pick up of the personal property
2 on **Exhibit A** and Mr. Khan shall be responsible for the cost of pick-up.
- 3 **2.21.10** The property in **Exhibit A** should be returned to Mr. Khan in the same
4 condition as it was when it was removed from the home.
- 5 **2.21.11** The court finds that the dates of the acquisition of the personal property as set
6 forth on **Exhibit A** are undisputed.
- 7 **2.21.12** Mr. Khan should be responsible for all community debts incurred by the parties
8 during the marriage and up to the date of separation in the approximate
9 amount of \$49, 000.
- 10 **2.21.13** The parties acknowledge that Mr. Khan paid spousal maintenance of \$24,000
11 at the rate of \$2,000 for the past twelve months.
- 12 **2.21.14** All attorney's fees pursuant to court order have been paid.
- 13 **2.21.15** Mr. Khan paid \$1,840 toward Ms. Khan's moving expenses.
- 14 **2.21.16** Mr. Khan did not pay any funds for Mrs. Khan's driving school costs but the
15 court does not order reimbursement for the driving school expenses because
16 Mr. Khan has assumed all community debt.
- 17 **2.11.17** With regard to spousal maintenance, there is a conflict between Washington
18 State law and Federal law.
- 19 **2.21.18** Mr. Khan signed the Federal forms I-134 and I-864.
- 20 **2.21.19** The court recognizes that the purpose of these signed documents is that the
21 beneficiary will not become a public burden or rely on tax funded benefits.
- 22 **2.21.20** The court understands that once the intended immigrant becomes a
23 permanent resident of the United States, the support obligation under the
24 affidavit of support by the sponsor shall terminate.
- 25 **2.21.21** The court understands there are several other excusing conditions, namely:
 the death of the spouse, the death of the intending immigrant, the intending
 immigrant is employed for forty quarters, the intending immigrant leaves the
 U.S. permanently or the intending immigrant becomes a U.S. citizen.
- 2.21.22** The court finds that none of the excusing events have occurred.
- 2.21.23** The court finds that the legislative goals of 1996 House Report does not
 excuse the sponsor of the obligation to support the intending immigrant.
- 2.21.24** Washington Statute and case law emphasizes that upon dissolution each
 healthy individual shall work on becoming financially self-sufficient and

1 independent from the other spouse.

2 **2.21.25** Washington law imputes income to the individual who chooses not to work or
3 is underemployed.

4 **2.21.26** Under Washington law spousal support is not a matter of right and the court
5 would not find it appropriate to award spousal maintenance to Mrs. Khan for
6 the following reasons:

7 **2.21.26(a)** This is a short-term marriage of two years.

8 **2.21.26(b)** Mrs. Khan has been receiving support for the past last 12 months.

9 **2.21.26(c)** Mrs. Khan is a healthy, able bodied and well-educated individual
10 possessing a Master's Degree in accounting.

11 **2.21.26(d)** Mrs. Khan has no health considerations that would prevent her
12 from working.

13 **2.21.26(e)** Mrs. Khan speaks four languages which could provide
14 opportunities for her to pursue employment.

15 **2.21.26(f)** Mrs. Khan lived in the United States on a prior occasion during her
16 marriage to Mr. Karimi.

17 **2.21.26(g)** Mrs. Khan resided in the United States for the past three years and
18 has not acquired any working experience.

19 **2.21.26(h)** Mrs. Khan testified that she applied for many jobs yet was unable
20 to name with particularity to which business or companies those
21 applications were sent.

22 **2.21.26(i)** Mrs. Khan only began training and attending classes at Goodwill
23 since January, 2013. This late effort does not demonstrate a good
24 faith effort on her part to obtain employment.

25 **2.21.27** Under the I-864 Affidavit of Support, divorce does not terminate the sponsor's
obligation of support.

2.21.28 The Federal statutory rights appear to preempt state law and limit this court's
ability to impute income to Mrs. Khan based on her earning capacity and
education.

2.21.29 Mr. Khan was the sole source of support for the parties both during the
marriage and since separation.

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 Decree in this matter.

3.2 Granting a Decree.

Findings of Fact and Concl of Law (FNFCL) - Page 6 of 8
WPF DR 04.0300 Mandatory (6/2008) - CR 52; RCW 26.09.030;.070(3)

Dennis Casey, Attorney at Law
1002 39th Avenue Southwest,
Suite 303
Puyallup, Washington 98373
(253) 383-3350

1 The parties should be granted a Decree.

2 **3.3 Pregnancy.**

3 The wife is not pregnant.

4 **3.4 Disposition.**

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

10 **3.5 Continuing Restraining Order.**

11 Does not apply.

12 **3.6 Protection Order.**

13 Does not apply.

14 **3.7 Attorney Fees and Costs.**

15 Does not apply.

16 **3.8 Other.**

17 **3.8.1** Mr. Khan shall continue to pay \$2,000 per month spousal maintenance through
18 June, 2013.

19 **3.8.2** The court has credited Mr. Khan the following payments for calculations of
quarters identified under the affidavit of support:

20 **3.8.2(a)** Mr. Khan was the sole financial support during the two years of
marriage for which he receives 8 credits for 2010 and 2011.

21 **3.8.2(b)** For spousal maintenance during the last twelve months of 2012 Mr.
22 Khan receives 8 credits. Federal poverty guidelines for 2013 is \$11,490.
As Mr. Khan paid \$24,000 for one year he shall receive double credits.

23 **3.8.2(c)** For additional support paid in 2013 Mr. Khan shall receive 4 credits.

24 **3.8.2.(d)** For the assumption of property debt by Mr. Khan one half of the
25 \$49,000 Mr. Khan shall receive an additional 8 credits.

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3.8.3 The court has set a review hearing for 2013 to determine what good faith efforts Mrs. Khan has made with regard to job search and obtaining employment or any efforts to become a permanent resident of the United States.

3.8.4 If an excusing event (see findings 2.21.21) does occur, Mrs. Khan shall immediately notify Mr. Khan or his attorney.

3.8.5 The court has balanced the federal and state law and has recognized the benefits of Mrs. Khan being a resident of the State of Washington. By examining the arguments presented, including the duty to mitigate the imputation of income, the obligation to work and become self-sufficient, contract formation, unconscionable contract, fraud, duress or lack of consideration, as well as the cases cited that suggest that presumption is the rule of the court, the court has balanced the federal and state law.

3.8.6 Under Washington analysis, Mr. Khan has the ability to pay spousal maintenance.

3.8.7 Mrs. Khan has a need for spousal maintenance based on her lack of income other than from current spousal maintenance.

3.8.7 Under Washington law there would not be an order for spousal maintenance since the need and ability of Mrs. Khan are only portions of the court's considerations.

3.8.8 Given the length of marriage, the time Mrs. Khan has been in the United States, her education, under traditional Washington law analysis Mrs. Khan's request for spousal maintenance would be denied and the court would find Mrs. Khan under-employed and impute income to her.

3.8.9 The court finds there is no basis for Mrs. Khan to claim domestic violence in favor of Mrs. Khan against Mr. Khan.

FILED
DEPT. 5
OPEN COURT
MAR 29 2013
Pierce County Clerk
By *[Signature]*
DEPUTY

Dated: 3/29/13 *[Signature]*
Judge/Commissioner

Presented by: *[Signature]* Approved for entry: *[Signature]*
Notice of presentation waived: copy received

[Signature]
Dennis Casey, WSBA #14724
Attorney for Petitioner

[Signature]
Elizabeth Powell, WSBA #30152
Attorney for Respondent

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EXHIBIT A

Findings of Fact and Conclusion of Law (FNFL) - Page 9 of 10
WPF DR 04.0300 Mandatory (6/2008) - CR 52; RCW 26.09.030;.070(3)

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QUANTITY	ITEM DESCRIPTION	DATE OF ACQUISITION	ORIGINAL COST	CURRENT VALUE ESTIMATE	PURCHASE BY	LOCATION OF PROPERTY	
	<u>LIST OF PROPERTY NISHAT TOOK</u>						
	One Safety Deposit Keys						
	House Hold Property						
	<u>MASTER BED ROOM</u>						
1	Master Bed Room SET (Family Heirloom) (Before Marriage)	GIVEN to me when my Preants Die in 2001 Family Heirloom				WITH NISHAT IN SHORELINE	
1	1 Tall Post Queen Bed w/Mattress and box spring					WITH NISHAT IN SHORELINE	
2	2 Night Stan					WITH NISHAT IN SHORELINE	
1	1 Dresser W/Mirror					WITH NISHAT IN SHORELINE	
1	1 Chest					WITH NISHAT IN SHORELINE	
4	4 Crystal Lamps		Jun-01	\$600.00	\$600.00	AZAD	WITH NISHAT IN SHORELINE
1	Video Camera 60G HD (before marriage)		Dec-09	\$2,200.00	\$1,500.00	AZAD	WITH NISHAT IN SHORELINE
1	Sony Digital Camera (Before Marriage)		Jun-12	\$450.00	\$200.00	AZAD	WITH NISHAT IN SHORELINE
3	Head SET w/Mouth Piece (Before Marriage)		June 06, Dec 08	\$225.00	\$150.00	AZAD	WITH NISHAT IN SHORELINE
2	Used Queen Size Bed Sheets (Before Marriage)		Jun-01	\$220.00	\$100.00	AZAD	WITH NISHAT IN SHORELINE
1 EA	Bose Wave Radio W/CD Changer (Before Marriage)	Dec-08	\$795.00	\$795.00	AZAD	WITH NISHAT IN SHORELINE	
1 EA	18" Rope Gold Chain (Before Marriage)	Dec-08	\$380.00	\$480.00	AZAD	WITH NISHAT IN SHORELINE	
2 EA	Turkish Bed Side Rugs (Before Marriage)	Jun-06	\$400.00	\$400.00	AZAD	WITH NISHAT IN SHORELINE	

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2 EA	Comforter with one Red and One Blue (Before Marriage)	JUNE 2002 /DEC 2008	\$400.00/\$500.00	\$150.00/\$400.00	AZAD	WITH NISHAT IN SHORELINE
8 EA	Pillows W/Matching Pillows Covers for the Comforter (Before Marriage)	Dec-08	\$200.00	\$150.00	AZAD	WITH NISHAT IN SHORELINE
2 SET	Sheets to match the comforter (Before Marriage)	JUNE 2002 /DEC 2008	\$159.00/\$210.00	\$159.00/\$210.00	AZAD	WITH NISHAT IN SHORELINE
6 SET	Doilies 'different size and colors For Table top (Before Marriage)	Dec-12	\$300.00	\$300.00	AZAD	WITH NISHAT IN SHORELINE
1 SET	1 SET of Curtains for the Tall Post Bed (Before Marriage)	Jul-01	\$275.00	\$200.00	AZAD	WITH NISHAT IN SHORELINE
6 EA	6 EA 1800+ Silver Dollars about 2" in Diameter (Before Marriage)	Jan-02	\$600.00	?????????? ?	AZAD	WITH NISHAT IN SHORELINE
	Sewing Machine (During Marriage)	Nov-11	\$275.00	\$275.00	AZAD	WITH NISHAT IN SHORELINE
	MASTER BATH ROOM					WITH NISHAT IN SHORELINE
1	Bathroom Scale (Before Marriage)	Jun-01	\$30.00	\$20.00	AZAD	WITH NISHAT IN SHORELINE
1	Trash Can (During marriage)	Nov-11	\$10.00	\$8.00	AZAD	WITH NISHAT IN SHORELINE
	BED ROOM ONE					WITH NISHAT IN SHORELINE
1	1 EAFULL SIZE CASSIO KEY BOARD (Before Marriage)	Jun-09	\$330.00	\$330.00	AZAD	WITH NISHAT IN SHORELINE
	LINING CLOSET					WITH NISHAT IN SHORELINE
4	4 SET New Towels and Hand Towels (Before Marriage)	Jun-09	\$500.00	\$500.00	AZAD	WITH NISHAT IN SHORELINE
4	4 SET of Queen 800 Count Sheets (Before Marriage)	Jun-09	\$480.00	\$480.00	AZAD	WITH NISHAT IN SHORELINE

	<u>HALL WAY CLOSET</u>											
2	<u>2 COMPUTER CASE W/ Power Supply (Belonging To the Military)</u>											WITH NISHAT IN SHORELINE
1 EA	Iron W/Iron Board (Before Marriage)	Jun-01	\$60.00	\$30.00								WITH NISHAT IN SHORELINE
1 EA	Kirby Vacuum Cleaner W/Accessory (Before Marriage)	Sep-98	\$1,800	800								WITH NISHAT IN SHORELINE
1 EA	Broom (Before Marriage)	Jun-01	\$5.00	\$2.00								WITH NISHAT IN SHORELINE
	<u>LIVING ROOM</u>											
1 EA	46" LCD HD SONY 1080p TV (Before Marriage)	Dec-08	\$2,200.00	\$900.00								WITH NISHAT IN SHORELINE
1 EA	TV Stan (Before Marriage)	Apr-00	\$210.00	\$380.00								WITH NISHAT IN SHORELINE
1 EA	Leather Love Seat (Before Marriage)	May-98	\$6,450.00	\$4,500.00								WITH NISHAT IN SHORELINE
1 EA	Leather Chair (Before Marriage)											WITH NISHAT IN SHORELINE
1 EA	Sony DVD player (Before Marriage)	Dec-08	\$320.00	\$210.00								WITH NISHAT IN SHORELINE
1 SET	Coffee table or Center Table (During Marriage)	Aug-11	\$299.00	\$299.00								WITH NISHAT IN SHORELINE
1 EA	Antique Table W/Table Cloth (Before Marriage)	Mar-90	\$600.00	\$800.00								WITH NISHAT IN SHORELINE
1 EA	Turkish Rug 10 X 12 (Before Marriage)	Apr-06	\$500.00	\$800.00								WITH NISHAT IN SHORELINE
25 EA	DVD Taken out of the Case and left the empty case (Before marriage)	OVER TIME	\$500.00	\$500.00								WITH NISHAT IN SHORELINE
3 EA	Crystals Ornament W/Design inside Fom Praugh (Before Marriage)	Jan-01	\$230.00	\$500.00								WITH NISHAT IN SHORELINE
3 EA	Porcelain Flowers Arrangement from Italy 1 EA LARGE AND 2 EA MEDIUM (Before marriage)	May-08	\$1,200.00	\$1,800.00								WITH NISHAT IN SHORELINE

<u>KITCHEN</u>									
1 EA	1 EA Table and four chair (During Marriage)	Jun-12	\$1,200.00	\$1,200.00	AZAD	WITH NISHAT IN SHORELINE			
1 EA	1 EA Turkish Rug (Before Marriage)	Apr-06	\$330.00	\$400.00	AZAD	WITH NISHAT IN SHORELINE			
1 EA	1 EA Stain less Steel 4 slot Toaster (Before Marriage)	May-01	\$45.00	\$60.00	AZAD	WITH NISHAT IN SHORELINE			
1 ESET	1 EA 6 Serving Green and White China SET 32 Pieces (Before Marriage)	Mar-08	\$600.00	\$800.00	AZAD	WITH NISHAT IN SHORELINE			
1 SET	6 EA Blue and Gold Crystal Conic Glasses (Before Marriage)(Nishat Don't Drink or Entertain)	Mar-08	\$320.00	\$440.00	AZAD	WITH NISHAT IN SHORELINE			
12 EA	12 EA Crystal Water Glasses (Before Marriage)	Mar-08	\$300.00	\$420.00	AZAD	WITH NISHAT IN SHORELINE			
4 EA	4 EA Cutting Board Cheese, Vegetable, Meat and Bread (Before Marriage)	OVER TIME	\$120.00	\$200.00	AZAD	WITH NISHAT IN SHORELINE			
1 EA	1 EA Hand Blender (Before Marriage)	May-01	\$60.00	\$80.00	AZAD	WITH NISHAT IN SHORELINE			
4 EA	4 EA Coffee Mugs W/ Military Signs Given to me for re-enlisting (Before Marriage)	OVER TIME	SENTENTIME NTAL	SENTENTIME NTAL	AZAD	WITH NISHAT IN SHORELINE			
9 EA	12 Piece Cuisinart Pot SET she took 9 Pieces (Before Marriage)	Dec-08	\$1,400.00	\$1,600.00	AZAD	WITH NISHAT IN SHORELINE			
6 EA	8 Piece Ceolphien Pot SET she took 6 Pieces (Before Marriage)	Jun-05	\$600.00	\$600.00	AZAD	WITH NISHAT IN SHORELINE			
6 EA	6 EA Serving Spoons +All that she bring from India (6EA Before Marriage)	Dec-08	\$100.00	\$100.00	AZAD	WITH NISHAT IN SHORELINE			
4 EA	Several Pots she bring from India (During Marriage)				NISHAT	WITH NISHAT IN SHORELINE			
4 EA	4 SET of Table Cloths W/Cloth Napkins from all over the world (Before Marriage)	OVER TIME	\$500.00	\$500.00	AZAD	WITH NISHAT IN SHORELINE			
4 EA	4 SET of Kitchen Towel (Before Marriage)	OVER TIME	\$120.00	\$120.00	AZAD	WITH NISHAT IN SHORELINE			
8 EA	8 Package of paper Napkins From all over the world (Before Marriage)	OVER TIME	\$200.00	\$200.00	AZAD	WITH NISHAT IN SHORELINE			

4/2/2013 2:59:45 PM 338193

2 EA	2 EA CUTCO Knife (Before Marriage)	May-08	\$150.00	\$150.00	AZAD	WITH NISHAT IN SHORELINE
1 EA	1 EA CUTCO Potato Peeler (Before Marriage)	May-08	\$25.00	\$25.00	AZAD	WITH NISHAT IN SHORELINE
6 EA	6 EA Corning wear Bowls different size (Before Marriage)	May-08	\$150.00	\$150.00	AZAD	WITH NISHAT IN SHORELINE
1 EA	1 EA Crystal Napkin Holder (Before Marriage)	May-01	\$60.00	\$60.00	AZAD	WITH NISHAT IN SHORELINE
6 EA	6 EA Large Container for Pasta (During Marriage)	Nov-11	\$200.00	\$200.00	AZAD	WITH NISHAT IN SHORELINE
2 EA	2 EA Extra Large For Beans (During Marriage)	Nov-11	\$50.00	\$50.00	AZAD	WITH NISHAT IN SHORELINE
8 EA	8 EA Mid Size Container (During Marriage)	Nov-11	\$320.00	\$320.00	AZAD	WITH NISHAT IN SHORELINE
4 EA	4 EA Small Size Containers (During Marriage)	Nov-11	\$100.00	\$100.00	AZAD	WITH NISHAT IN SHORELINE
4 EA	4 SET of Knife Fork and Spoon (Before Marriage)	May-01	\$50.00	\$50.00	AZAD	WITH NISHAT IN SHORELINE
1 EA	1 SET of Pot Holders (Before Marriage)	May-01	\$20.00	\$20.00	AZAD	WITH NISHAT IN SHORELINE
1 EA	1 SET of Oven Mittens (Before Marriage)	May-01	\$20.00	\$20.00	AZAD	WITH NISHAT IN SHORELINE
	<u>DEN/ COMPUTER ROOM</u>					
4 PK	4 PK of printer Paper (Before Marriage)	Jun-08	\$32.00	\$32.00	AZAD	WITH NISHAT IN SHORELINE
100	1 Container of DVD-R 100 EA (Before Marriage)	Mar-09	\$60.00	\$60.00	AZAD	WITH NISHAT IN SHORELINE
	<u>PATIO FURNITURE</u>					
6 EA	6 Patio Chairs (During Marriage)	Jun-11	\$240.00	\$240.00	AZAD	WITH NISHAT IN SHORELINE
	<u>GARAGE</u>					

4/2/2013 20:45:33

1 EA	Floor Water Dispenser	Jan-08	\$320.00	\$320.00	AZAD	WITH NISHAT IN SHORELINE
2 EA	5 GAL Water Jugs (For the dispenser)	Jan-08	\$20.00	\$20.00	AZAD	WITH NISHAT IN SHORELINE

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EXHIBIT B

Fndngs of Fact and Concl of Law (FNFL) - Page 10 of 10
WPF DR 04.0300 Mandatory (6/2008) - CR 52; RCW 26.09.030;.070(3)

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									STILL PAYING OFF CREDIT CARD
1 EA	DRYER (During Marriage)								
1 EA	STEAM CLEANER								AZAD
									AZAD
	LIVING ROOM								
1 EA	GRAND FATHER CLOCK								AZAD
1 EA	3 SEAT SOFA (Part of the Sofa set. Nishal took)								AZAD
2 EA	END TABLE (During marriage)								AZAD
1 EA	BOES SURROUND SOUND								AZAD
300 EA	DVD'S								AZAD
22	Small Ornaments forl all over the world								AZAD
1 EA	Floor Lamp								AZAD
1 EA	Crystal Vase with 12 Porclyn Flowers (Italy)								AZAD
	DINING ROOM								
1 SET	Table w/6 chairs and Hutch								AZAD
1 EA	Crystal Chandlier 12 Bulb								AZAD
1 EA	12x14 Turkish Rug								AZAD
1 SET	DINNER SET for 12								AZAD
4 SET	48 crystal Glasses								AZAD
1EA	Crystal Flowers 24"								AZAD
1 EA	Vase								AZAD
1 EA	DINNER SET for 12 RED (During Marriage)								AZAD
	KITCHEN								
1 ea	Refrigator (During Marriage)								AZAD
2EA	Corning Ware Bowls								AZAD
12 EA	Crystal Drinking Glass								AZAD
1 SET	Dinner Set For Daily Use								AZAD
2 EA	Cast Iron Pot								AZAD
2 EA	Cuisinart Pot (Part Of A SET Nisht TOOK)								AZAD

