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COURT OF APPEALS
DIVISION III
STATE OF WASHINGTON

NO. 28890-1-III

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OF THE STATE OF WASHINGTON

In re Marriage of:

JUDITH WENDELL CORAM,

Petitioner/Appellant,

vs.

ROBERT HUGH MAIR,

Respondent/Respondent.

BRIEF OF APPELLANT JUDITH WENDELL CORAM IN REPLY
AND IN RESPONSE TO CROSS-APPEAL

Bevan J. Maxey, WSBA #13828
Attorney for Appellant

Maxey Law Offices
1835 West Broadway Avenue
Spokane, WA 99201
(509) 326-0338

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A. COUNTERSTATEMENT OF ISSUES ON CROSS-APPEAL

Procedural infirmities.

1. Whether, as a result of the failure of the cross-appellant, ROBERT HUGH MAIR, to assign error, in the manner required under Rules 10.3(a)(4), 10.3(g) and 10.4(c) of the Washington Rules of Appellate Procedure [RAP], to any of the pertinent oral findings of fact [CP 62] entered by the superior court of Spokane County, State of Washington, entered on August 7, 2009, or (b) the written findings of fact set forth the "Amended Findings of Fact and Conclusions of Law" [CP 194-202] including finding no. 2.09(2) [CP 276], and "Decree of Dissolution," [CP 287-97], entered on February 26, 2010; those factual determinations of the superior court as to the separate nature of the wife's "Black Lake" property, purchased solely by her prior to her divorce [Trial RP 50, 53, 61] from her former husband, Larry M. Snyder, are now verities on appeal and the established facts of this case [see, Wilson v. Elwin, 54 Wn.2d 196, 338 P.2d 762 (1959); see also, State v. Ross, 141 Wn.2d 304, 310-11, 4 P.3d 130 (2000)]?

2. Whether, as a result of the findings of the superior court now being considered verities, the only remaining issue concerning Mr. MAIR's cross-appeal is whether said findings support the conclusions of law, and decree of the superior court [CP 165-93, 194-202, 203-08]?

Substantive Issues. In the event the foregoing procedural

infirmities are not wholly dispositive of the cross-appeal, it should be observed from a review of the revised copy of "Brief of Respondent" that Mr. MAIR has once more failed to comply with RAP 10.3(a)(4), and also form 6 appended to the Washington Rules of Appellate Procedure, which specifically mandate that an appellant's or cross-appellant's brief must contain, not only a section devoted to appellant's "Assignments of Error," but also a separate and distinct section of the identifying those "Issues Pertaining to Assignments of Error." As to the latter, Mr. MAIR has included no such section in the body of his brief. Hence, Ms. CORAM submits the following counter-statement of substantive issues present in this cross-appeal:

3. Whether the superior court properly characterized the subject Black Lake real estate as the separate property of the wife insofar as (a) said property was purchased solely by the wife in June 1992 [Trial RP 61], (b) said property was purchased on by her prior to her divorce in late 1993 [Trial RP 50, 53] from her former husband, Larry M. Snyder, and (c) contrary to the false claim of Mr. MAIR on pages 1 and 5, the parties never "stipulated" as to the effective date of their meritorious relationship and, even if they had, such agreement would have no effect because of her then marriage to Mr. Snyder?

B. ARGUMENT IN RESPONSE TO CROSS-APPEAL

On pages 12 through 16 of his "Brief," Mr. MAIR claims the Black Lake real estate which Ms. CORAM had admittedly purchased with her own separate funds and credit should have been deemed quasi-community in nature because of his single assertion that the parties were then engaged in a meritorious relationship. However, once again, it appears this particular issue concerning who owned the subject real estate, as opposed to the so-called "cabin," was not directly raised. Thus, the issue has not been preserved. RAP 2.5(a).

Likewise, as a result of Mr. MAIR's further failure to assign appropriate error, in the manner prescribed under Rules 10.3(a)(4), 10.3(g) and 10.4(c) of the Washington Rules of Appellate Procedure [RAP], to any of the pertinent oral findings [CP 62] entered by the superior court of Spokane County, State of Washington, on August 7, 2009, or (b) the court's written findings as set forth the "Amended Findings of Fact and Conclusions of Law" [CP 273-86] including, but not limited to, finding no. 2.09(2) [CP 276], and "Amended Decree of Dissolution," [CP 287-97], both entered on February 26, 2010; those factual determinations of the superior court as to the separate nature of the wife's "Black Lake" real property, purchased by her prior to her divorce [RP 50, 53, 61] from her former husband, Larry M. Snyder, should now be considered verities on this appeal and the established facts of this case See, Wilson v. Elwin, 54

Wn.2d 196, 338 P.2d 762 (1959); see also, State v. Ross, 141 Wn.2d 304, 310-11, 4 P.3d 130 (2000). Thus, the only issue remaining concerning Mr. MAIR's cross-appeal is whether said findings of fact support the conclusions of law, and judgment and decree of the superior court [CP 165-93, 194-202, 203-08].

As Mr. MAIR readily acknowledges on page 6 of his "Brief," Ms. CORAM made a down payment towards the purchase of subject Black Lake land from her own separate funds along with a further bank loan taken out in her own name, along with an agreement between her and the seller to pay off the balance in monthly payments, for a total purchase price of \$32,000. [RP 183-84]. Simply put, Mr. MAIR had no involvement or participation in this purchase. [RP 183-84]. Curiously enough, he offered no evidence whatsoever at trial even suggesting that the subject land could be characterized as being quasi-community in nature. His bald assertions on pages 12 through 16 that the property community-like, without any citation to the record as required under RAP 10.3(a)(5), is no proof on appeal. As the trial court aptly pointed out at the conclusion of trial, there was no factual basis for Mr. MAIR claiming any interest in the wife's home or the Black Lake land. [RP 487].

Regardless of the identified procedural errors associated with the lack of perfection of Mr. MAIR cross-appeal, this foregoing evidence alone provides substantial basis to support the trial court's findings.

Thorndike v. Hesperian Orchards, Inc., 54 Wn.2d 570, 343 P.2d 103 (1959). Again, substantial evidence exists when there is evidence of a sufficient quantum to persuade a fair-minded person of the truth of the declared premise set forth in a finding of fact. Olmstead v. Department of Health, 61 Wn.App. 888, 893, 812 P.2d 527 (1986); Green Thumb, Inc. v. Tiegs, 45 Wn.App. 672, 676, 726 P.2d 1024 (1980). The facts surrounding Ms. CORAM's purchase of the subject Black Lake land meet this text. Id. Here, there was no question surrounding the separate character of this real estate. See, In re Marriage of Brewer, 137 Wn.2d 756, 766-67, 976 P.2d 102 (1999). As duly noted in its August 7, 2009, oral ruling, the court came to this separate property decision after having "independently analyzed [the] character" of the Black Lake land "pursuant to the evidence before it" and not, as claimed by Mr. MAIR's of page 16 of his "Brief," upon any "argument of Ms. CORAM about the character of separate or community property. [CP 56].

The court's findings of fact [RP 487; CP 276] in turn support its conclusion of law and amended decree of dissolution determining that the Black Lack property should remain the separate property of the wife. [CP 273-86, 287-97]. See, Eggert v. Vincent, 44 Wn.App. 851, 854, 723 P.2d 527 (1986), review denied, 107 Wn.2d 1034 (1987); Silverdale Hotel Assocs. v. Lomas & Nettleton Co., 36 Wn.App. 762, 766, 677 P.2d 773 (1984). The court has broad discretion in making a distribution of

property and debt. In re Marriage of Nicholson, 17 Wn.App. 110, 118, 561 P.2d 1116 (1977). There was no evidence or factual basis suggesting that Mr. MAIR should have a right to share in any interest in the Black Lake land [Trial RP 487]. Brewer, at 766-67. Thus, in light of the facts and circumstances surrounding the property including, but not limited to, its acquisition, it cannot be said the court acted contrary to law in deciding as to how and to whom this property should be awarded. In re Estate of Borghi, 167 Wn.2d 480, 487, 219 P.3d 932 (2009); In re Marriage of Glorfield, 27 Wn.App. 358, 360-61, 617 P.2d 1051, review denied, 94 Wn.2d 1025 (1980). Even if the property could have somehow been found to be quasi-community, the court had broad discretion in awarding the same to one spouse as that party's separate property. Id. The essential consideration is whether such award is ultimately just. Glorfield, at 360. Hence, the cross-appeal should be denied and the decision of the trial court affirmed as to the separate nature of the Black Lake land. RAP 12.2.

C. ARGUMENT IN REPLY

On again, it is abundantly clear from a review of the property and debt division as set forth in the amended decree of dissolution following reconsideration [CP 287-97] reflects an unequitable and unfair apportionment of assets and debt in favor of the husband in light of the factors listed in RCW 26.09.080 including the considerations which

follow in this argument. While a property distribution does not have to be necessarily equal in proportion so as to be deemed fair and equitable, the disparate nature of this particular division of property and debt which unfairly favors Mr. MAIR constitutes nothing short of a manifest abuse of discretion. See generally, In re Marriage of White, 105 Wn.App. 545, 549, 20 P.3d 481 (2001); In re Marriage of Crosetto, 82 Wn.App. 545, 918 P.2d 954 (1996).

Appellant's issue no. 1: On pages 20 through 26 of the "Brief of Respondent," Mr. MAIR claims that the trial court properly awarded him the sum of \$25,000 reflecting the community's maintenance and improvements of the wife's 16th Avenue home, notwithstanding Ms. CORAM's arguments to the contrary. Once again, as the wife's counsel accurately stated in closing argument at trial there was no evidence whatsoever to establish the value of any claimed "improvements" undertaken to the 16th Avenue home by the respondent, Mr. MAIR [Trial RP 467], let alone to support the superior court's suggestion that the community contribution as being \$50,000 as stated during the court's oral decision on August 9, 2010, and that Mr. MAIR's one-half contribution was \$25,000. [CP 75-76]. In fact, the record amply reflects that, because of this unfinished condition of the home and, in some instances, the resulting deterioration and "uninhabitability" of portions the home due in part to a lack of plumbing and electricity, as well as the decay of other

surrounding outbuildings and structures, the 16th Avenue property dropped in value to roughly \$180,000 in 2009. [Trial RP 111-12, 114, 122, 123-24, 139, 141, 147-48, 234, 236].

Prior to this time, the home had been appraised at \$245,000 in 2004, when the home was being refinanced in 2004 [Trial RP 68; CP 221], and \$250,000 when it was again appraised in 2006. [Trial RP 74]. However, these appraisals rested upon the assumption the remodels by Mr. MAIR would be completed and done in workman-like manner; they were not. [Trial RP 87, 88-102, 125].

This unfinished condition in which the home was left by Mr. MAIR resulted in mice and squirrel infestation, as well as weather deterioration of the structures, over the years. [Trial RP 81, 85, 88-90, 92, 95-96, 249]. Ultimately, the task associated with completing, refurbishing, correcting or remedying the work undertaken by Mr. MAIR would cost was estimated to be between \$60,000 to \$100,000. [Trial RP 3-4, 124, 319].

In sum, the work undertaken by Mr. MAIR substantially devalued the home. Plus, Ms. CORAM has been left with the increased mortgage on her property amounting to \$105,147.90. [Trial RP 75-76]. In a parallel situation, with respect to Mr. MAIR's Worldmark time share having dropped in value from the time it was purchased by him during the marriage, the court declined to award the wife any community interest in

the same. [CP 62, 281, 293]. The same rule should govern in terms of any interest of Mr. MAIR in the 16th Avenue residence.

On one final note, the law clearly provides that the right to reimbursement will not arise if the community has been adequately compensated by its use and benefit of one spouse's separate property. See, In re Marriage of Miracle, 101 Wn.2d 137, 139, 675 P.2d 1229 (1984). Here, the couple resided in the wife's separate home throughout the course of their relationship. The court totally failed to take this fact into account when awarding the husband a general credit of \$25,000 for his "efforts toward improvements" on the 16th avenue home.

In short, the findings of the court [see, Assignments of Error nos. 1, 5, 7 and 8, 10 and 11] are supported by substantial evidence and, consequently, those findings cannot support the challenged conclusions of law and amended decree of the court [see, Assignments of Error nos. 15, 17, 19 through 21, 24 and 25, 27 and 28]. See, Eggert v. Vincent, 44 Wn.App. 851, 854, 723 P.2d 527 (1986), review denied, 107 Wn.2d 1034 (1987); Silverdale Hotel Assocs. v. Lomas & Nettleton Co., 36 Wn.App. 762, 766, 677 P.2d 773 (1984). As a result, there can be not doubt the superior court manifestly abused its discretion when granting this general credit to the husband. See, In re Marriage of Tang, 57 Wn.App. 648, 654, 789 P.2d 118 (1990); State v. Robinson, 79 Wn.App. 386, 902 P.2d 652 (1995). Hence, the division of property and debt is subject to reversal.

RAP 12.2.

Appellant's issue no. 2. On pages 16 through 19 of the "Brief of Respondent," Mr. MAIR claims that, even if the Black Lake real estate was the separate property of the wife, the trial court properly awarded him a sum reflecting his share of the community's improvements to the same including construction of a cabin on the land. Once again, as Ms. CORAM attorney emphasized in closing argument there was no evidence whatsoever establishing the value of any claimed "improvements" undertaken in terms of the construction of the Black Lake cabin by the respondent, Mr. MAIR [Trial RP 467], let alone to support the superior court's suggestion that the community contribution was \$20,000 as indicated during the court's oral decision on August 9, 2010, and that Mr. MAIR's one-half contribution was \$10,000. [CP 75-76]. Contrary to the court's valuation of this structure, Bill Lewis testified as an expert at trial that the replacement value, or reconstruction cost, of the cabin alone was at best \$17,500. [Trial RP 130, 159]. He tempered this valuation by further testifying that the functional utility of the cabin is not particularly great because of its unfinished and rustic nature in terms of the lack of various, basic amenities. [Trial RP 134-35].

Curiously enough, even the superior court noted in its finding no. 2.9(2)(e) of its "Amended Findings of Fact and Conclusions of Law Following Reconsideration that "based on the testimony, that the best

future use of the [cabin] would be to remove the structure and look to the [Black Lake] real property itself for any additional value in the future." [CP 276]. The court itself acknowledged the questionable value of the cabin in terms of any improvement value to the wife's lake front real estate. [CP 276].

Again, as in the case of Mr. MAIR's Worldmark time share, the parallel rule set from the superior court [CP 62, 281, 293] of not granting the other spouse a community interest in the same should apply in this instance concerning any credit Mr. MAIR might otherwise be entitled as against the subject cabin structure situated on the wife's Black Lake property. Furthermore, as in the case of the 16th Avenue home, no right of reimbursement should arise in this case since the community has been adequately compensated by its use and benefit of the subject cabin. See, In re Marriage of Miracle, 101 Wn.2d 137, 139, 675 P.2d 1229 (1984). The court failed to take this fact into account when awarding the husband a credit of \$10,000 in connection with the subject "cabin."

Once again, the findings of the court [see, [see, Assignments of Error nos. 2, 5, 7 and 8, 12 through 14] are supported by substantial evidence and, consequently, those findings do not support the challenged conclusions of law and amended decree of the court [see, Assignments of Error nos. 15, 19 through 21, 24 and 25, 27 and 28]. See, Eggert v. Vincent, 44 Wn.App. 851, 854, 723 P.2d 527 (1986), review

denied, 107 Wn.2d 1034 (1987); Silverdale Hotel Assocs. v. Lomas & Nettleton Co., 36 Wn.App. 762, 766, 677 P.2d 773 (1984). As a result, there can be no doubt the superior court manifestly abused its discretion when granting this general credit to the husband. See, In re Marriage of Tang, 57 Wn.App. 648, 654, 789 P.2d 118 (1990); State v. Robinson, 79 Wn.App. 386, 902 P.2d 652 (1995). Hence, the division of property and debt should be reversed. RAP 12.2.

Appellant's issue no. 3. In answer to appellant's issue no. 3, Mr. MAIR on pages 26 and 27 of his "Brief of Respondent, speculates that the superior court factored in the husband's 2007 tax refund when, in turn, he claims without basis that Ms. CORAM "only provide an approximate 50% transfer to the husband of the difference between the two 2007 refunds." The husband's argument leaves no doubt his assertions in response to this issue are baseless. He has supplied no relevant citation to the record. RAP 10.3(a)(5). Instead, he has instead engaged in speculation and conjecture.

In terms of the subject property distribution, the superior court improperly awarded the husband one-half the community interest in the wife's I.R.S. tax refund in 2007, when there is no question whatsoever that the husband had not in turn shared his tax refund with Ms. CORAM. [Trial RP 439; CP 67, 221]. Again, with one exception, the parties consistently filed separate federal income tax returns throughout their

relationship [Trial RP 3, 439; CP 221] and, again, their practice was not to share any refund they might receive individually from the IRS. [CP 221]. As in the case of the court's disparate treatment of the husband's Worldmark time share, the wife should have been allowed to keep her tax refund when the husband was in turn allowed to keep his. What is good for the goose should be good gander. See, RCW 26.09.080.

Since the court failed to divide the parties' tax refunds consistently, there can be not doubt the superior court manifestly abused its discretion when granting the husband an interest in the wife's 2007 refund. See, In re Marriage of Tang, 57 Wn.App. 648, 654, 789 P.2d 118 (1990); State v. Robinson, 79 Wn.App. 386, 902 P.2d 652 (1995). Hence, the division of property and debt is subject to reversal. RAP 12.2.

Appellant's issue no. 4. On pages 28 and 29 of the "Brief of Respondent," Mr. MAIR takes issue with Ms. CORAM'S contention that the superior court abused its discretion in terms of framing a fair and just distribution of property and assets as between the parties, (a) in failing to require the husband to account for, (b) in failing to make a determination as to the community or separate nature of said property, and (c) in failing to impute a value as to those assets which he and his friends removed from the home following the date of separation. His principal rationale for this claim appears to be the bald assertion that there was insufficient proof as to those items of property he and his friends had removed from the

premises as well as the value of the property.

This self-serving assertion begs the question as to which one of the parties presumably would be in the best position to know exactly what items of property were removed, the ultimate disposition of the same and the fair market value of said property. Clearly, this person is Mr. MAIR. Both equity and simply logic dictate he should not be heard on any claim of insufficient evidence when he is the one who created the situation.

Once again, a fair and just distribution of property and debt cannot be achieved unless all items of property are taken into account and their values made known to the court. See, RCW 26.09.080. Since, as Mr. MAIR acknowledges, there was some evidence including Ms. CORAM's "21 page list of" items establishing that the husband and his friends had, over the course of time, removed from the family home various assets and property, as well as the value and character of the same, this evidence should have been taken into account or the superior court should have made further inquiry regarding the same, when framing a fair and equitable distribution of property as between these parties. [Trial RP 7, 48-49, 200, 207, 265-66, 275-76, 277, 401, 456-57, 472, 486; CP 111-12; 173-93]. Since the court failed in its legal responsibility under RCW 26.09.080, there can be not doubt the court abused it discretion [CP 54-78, 111-12, 173-93]. See, In re Marriage of Tang, 57 Wn.App. 648, 654, 789 P.2d 118 (1990); State v. Robinson, 79 Wn.App. 386, 902 P.2d 652

(1995).

In other words, the court abuses its discretion when the court acted on untenable grounds or for untenable reasons or, as in this case, has ignored or failed to follow and apply the governing law. Id. Hence, the division of property and debt in this case is once more subject to reversal. RAP 12.2.

Appellant's issue no. 5. On pages 30 through 32 of the "Brief of Respondent," Mr. MAIR takes issue with Ms. CORAM's position that the superior court likewise abused its discretion in directing that she should be responsible for the husband's WSECU line of credit against the Black Lake cabin, when the undisputed evidence is clear that a part of said loan proceeds was utilized by him to pay off and retire credit card debts and other financial obligations incurred solely by him and for his benefit alone. [Trial RP 189-91; CP 220, 307, 385, 388, 392, 471-72]. Although Mr. MAIR takes further issue with respect to the relevance and the net effect of the parties' method of handling their finances, it is once more an undisputed fact that they operated throughout the course of their relationship under a tacit agreement to keep their income and debts separate from one another, and without the other spouse's knowledge or input concerning the same. [Trial RP 2, 60, 77; CP 221]. The record is clear in this regard. For example, Mr. MAIR purchase of the Worldmark time share was without the wife's knowledge or consent. [Trial RP 351-

52].

From a practical standpoint, the court should have taken the parties' chosen method of financial operation into account when reaching its decision on property and debt distribution. At least a part of the subject WSECU loan or line of credit balance of \$62,872 [CP 277, 289] should have given to the husband as his sole financial responsibility or liability, since said loan proceeds were utilized by him to pay off and retire credit card debts and other financial obligations, incurred solely and independently by him and for his single benefit [Trial RP 189-91; CP 220, 307, 385, 388, 392, 471-72]. See generally, In re Marriage of Schweitzer, 81 Wn.App. 589, 597, 915 P.2d 575 (1996). In turn, he never gave Ms. CORAM any money to pay off her own credit card. [Trial RP 180].

Thus, once again, the challenged findings of the court in this regard [see, Assignments of Error nos. 4, 7 and 14] are not supported by substantial evidence, nor do those finding in turn support the challenged conclusions of law and amended decree of the court [see, Assignments of Error nos. 24 and 25]. See, Eggert v. Vincent, 44 Wn.App. 851, 854, 723 P.2d 527 (1986), review denied, 107 Wn.2d 1034 (1987); Silverdale Hotel Assocs. v. Lomas & Nettleton Co., 36 Wn.App. 762, 766, 677 P.2d 773 (1984). Contrary to Mr. MAIR's distorted view of the record, as set forth on pages 30 through 32 of his "Brief," there can be not doubt the superior court once more manifestly abused its discretion when granting to him a

general credit associated with the WSECU loan to the husband. In re Marriage of Tang, 57 Wn.App. 648, 654, 789 P.2d 118 (1990); State v. Robinson, 79 Wn.App. 386, 902 P.2d 652 (1995). The division of assets should be reversal. RAP 12.2.

Appellant's issue no. 6. Once more, as a result of the foregoing infirmities directly affecting a fair and just distribution of property and debts as mandated and required under RCW 26.09.080, There can be no doubt that the superior court manifestly abuse its discretion in reaching a division of property and debt (a) when allowing the husband to keep for himself the entire community interest in his PERS II pension, (b) when awarding the husband a 75/25 split of the community interest in wife's PERS I pension and, thereby, giving the husband by way of a court-ordered QDRO [CP 298-301] a \$103,509.10 interest in said pension plan, and (c) in turn, imposing upon the wife a final transfer, or equalization, payment and money judgment in the amount of 14,863.15 in favor of the husband [see, Assignments of Error nos. 1 through 3, 5 through 13, 15 through 23, 25 through 28]. In re Marriage of Tang, 57 Wn.App. 648, 654, 789 P.2d 118 (1990); State v. Robinson, 79 Wn.App. 386, 902 P.2d 652 (1995). Hence, the such division of property and debt in this case is without question subject to reversal on this appeal. RAP 12.2.

D. RESPONSE TO REQUEST FOR ATTORNEY FEES

On pages 32 through 34 of his "Brief," Mr. MAIR requests an award of attorney fees on this appeal claiming the appeal of Ms. CORAM is frivolous and further that, under RCW 26.09.140, he cannot afford his fees while Ms. CORAM has the ability to pay. These claims are without merit.

First, an appeal will only be considered "frivolous" if there are "no debatable issues upon which reasonable minds might differ" and the claims are "so totally devoid of merit" that there is no reasonable possibility of reversal. State v. Chapman, 140 Wn.2d 436, 454, 998 P.2d 282, cert. denied, 531 U.S. 984 (2000); see also, Malted Mousse v. Steinmetz, 150 Wn.2d 518, 79 P.3d 1154 (2003); Del Guzzi Constr. v. Global Northwest Ltd., 105 Wn.2d 878, 719 P.2d 120 (1986); In re Marriage of Tomsovic, 118 Wn.App. 96, 74 P.3d 692 (2003). The following factors and considerations are taken into account by the court: (1) that a civil appellant has a right to appeal, (2) all doubts as to whether the appeal is frivolous should be resolved in favor of the appellant, (3) the record should be considered as a whole rather than in isolation, (4) an appeal that is affirmed simply because the argument are rejected by the court is not for that reason alone frivolous, and once again (5) that there are no debatable issues upon which reasonable minds might differ, and the appeal is so devoid of merit that there is no reasonable possibility of

reversal. Mr. MAIR has not addressed these factors. Thus, he has failed to prove his claim of frivolousness. Id.

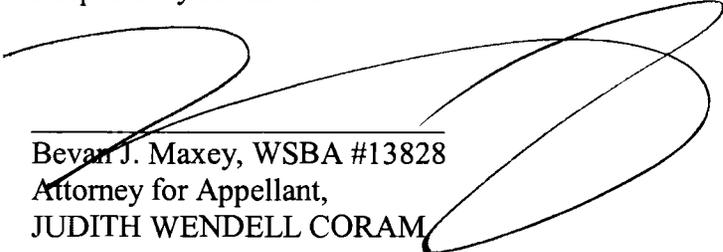
Second, as to his reliance upon RCW 26.09.140, it is apparent from his "Brief" on page 34 that Mr. MAIR has not substantiate his claim that he cannot afford his fees on this appeal while Ms. CORAM has the ability to pay the same. Such claim is without supporting evidence or citation to the record. Further, no fees were awarded at trial. [CP 290]. They are also not justified on appeal under RCW 26.09.140.

E. CONCLUSION

Based upon the foregoing points and authorities, the appellant, JUDITH WENDELL CORAM, once more respectfully requests that she be granted the relief previously requested, identified and outlined in the "Conclusion" section of her opening "Brief of Appellant." In addition, Ms. CORAM respectfully requests that the cross-appeal of Mr. MAIR be in turn dismissed and that his accompanying request for attorney fees also be denied on this appeal.

DATED this 9th day of April, 2011.

Respectfully submitted:


Bevan J. Maxey, WSBA #13828
Attorney for Appellant,
JUDITH WENDELL CORAM

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

JUDITH CORAM,) NO. 28890-1-III
Petitioner/Appellant,)
and)
ROBERT H. MAIR,) DECLARATION
Respondent) OF MAILING

ALEXA D. ACTOR-MCCULLY, declares under the penalty of perjury of the laws of the State of Washington that the statement contained herein is true and accurate. That I am a disinterested person, competent to be a witness, and past the age of 21 years; that on the 8th day of April, 2011, affiant caused a true copy of the

1. BRIEF OF APPELLANT JUDITH WENDELL CORAM IN REPLY AND IN RESPONSE TO CROSS-APPEAL
2. FINANCIAL DECLARATION PETITIONER/APPELLANT

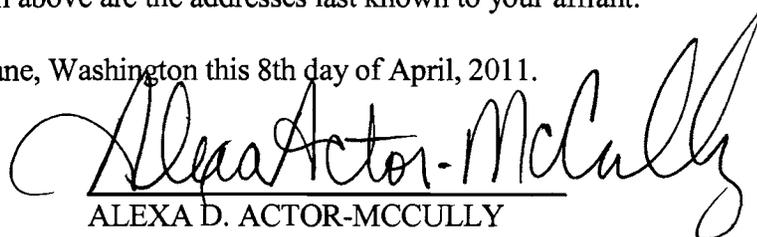
to be served upon the following individuals by depositing said copies of said documents in a U.S. Post Office Box in Spokane County, Washington, by first class mail, postage pre-paid, addressed to:

Judith Coram
2911 W. 16th Ave.
Spokane, WA 99224

Amy L. Rimov
Attorney at Law
221 W. Main Ave., Suite 200
Spokane, WA 99201-0205

That the addresses given above are the addresses last known to your affiant.

Signed in Spokane, Washington this 8th day of April, 2011.


ALEXA D. ACTOR-MCCULLY