

65743-7

65743-7

CASE NO.: 65743-7-1

**COURT OF APPEALS,
DIVISION ONE,
OF THE STATE OF WASHINGTON**

**KULJIT SINGH, Appellant
v.
MONINDER PAL, Respondent**

RESPONDENT'S RESPONSIVE BRIEF

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CLERK OF COURT

 ORIGINAL

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(The Respondent refers to the same “Designation of Clerk’s Papers”
submitted by Appellant.)

I. PRELIMINARY OBJECTION TO APPELLANT'S OPENING BRIEF

As a preliminary consideration, Respondent requests that notice be taken of the fact that Appellant has not provided Respondent with a copy of the Verbatim Report of Proceedings. According to the Rules of Appellate Procedure, Appellant has the obligation to provide all relevant documents to the Court and opposing side, including the Verbatim Report of Proceedings. **RAP 9.4(a)**. Further, Appellant references the Verbatim Report of Proceedings in his opening brief, but has failed to serve or provide a copy of the Verbatim Report of Proceedings to the Respondent or Respondent's council. Respondent objects to this failure on the part of the Appellant to follow the Rules of Appellate Procedure.

RAP 9.5(a) states that "the party seeking review must obtain a verbatim report of proceedings and file it with the court within sixty days of filing the statement of arrangements." **RAP 9.5(b)** further states that "the party seeking review must then forward a copy of the verbatim report of proceedings to the party with the right to file the next brief." Appellant has failed to provide Respondent with a copy of the Verbatim Report of Proceedings as of this date. Moreover, the sixty day time period after the filing of the statement of arrangements has ended, so Appellant has no more time to provide a copy of said Verbatim Report of Proceedings. It is requested that the Appellant's Opening Brief be stricken by the court for his failure to abide by the Rules of Appellate Procedure.

II. INTRODUCTION AND PROCEDURAL HISTORY

A. History of Underlying Action

1. In responding to the “Appellant’s Opening Brief,” Respondent will provide a short procedural history of the case, clarify the issues that were raised in Superior Court, and then analyze the legal issues raised by the Appellant, specifically his assignments of errors. Respondent will also provide a financial declaration as part of the request for attorney fees for responding to this appeal. Respondent submits that, this appeal is frivolous and unreasonable, no authority has been submitted by Appellant to support a favorable ruling relating to the issues in this appeal, and that attorney fees are appropriate..
2. This dissolution action was filed February 24, 2004, and finalized on November 4, 2005. The action involved many court appearances and motions brought by both sides. The parties resolved their issues in negotiations with their respective counsel prior to the first day of trial. Final orders were entered on November 4, 2005, based on the agreement that the parties reached in those negotiations. During negotiations, the parties agreed that the Respondent was awarded \$20,000 in Boeing retirement benefits as her share of community property. At mediation, the Appellant requested the opportunity to pay the amount owed to the Respondent in cash, without invading the retirement account. The Respondent agreed that the Appellant could elect to pay the amount owed to her in cash, but bargained for and received the following: a judgment at full statutory interest to secure her right to the asset, a deadline for Appellant to satisfy the obligation, the award of community property specifically detailed in the decree as

property awarded to wife, the right to obtain the property directly from the Boeing asset if the judgment was not satisfied by the Appellant, and additional interest as consideration for the agreement. The Appellant never satisfied the judgment.

3. The Decree of Dissolution that was signed by both parties reflects this full agreement. A judgment was entered for \$20,000, plus 12% interest, in favor of the wife. **Clerk's Papers 264.** In addition, in Section 3.2 of the Decree of Dissolution, PROPERTY AWARDED TO THE HUSBAND, it was specifically stated that "should the husband not satisfy the judgment on page one of this order, the judgment may be paid in full, including interest owing, from these assets" (referring to the Boeing benefits). **Clerk's Papers 264.** In Section 3.3 of the Decree of Dissolution, PROPERTY AWARDED TO THE WIFE, it states that the wife is awarded "the sum of \$20,000 payable by the husband to the wife. Said amount represents a property equalizing payment..." **Clerk's Papers 264**
4. Next to the Appellant's signature in the Decree of Dissolution is the date "11-11-05". However, the decree was most likely signed by the Appellant on October 11, 2005, because that is the date that the signature page was faxed from his attorney's office. (This is obvious from the fax date line at the top of the page.) Notably, the Appellant's signature on the decree predates the filing of the Appellant's bankruptcy petition by a mere four days. **Clerk's Papers 264.**

B. Bankruptcy Filed

5. Subsequent to the signing of the final dissolution orders, including the Decree of Dissolution, but before their entry with the court, the Appellant filed a bankruptcy petition. This was done on October 14,

2005. Among the creditors listed in the bankruptcy petition was Moninder Pal, Respondent herein. However, as of October 14, 2005, the date the bankruptcy petition was filed, Moninder Pal was not a creditor of Kuljit Singh. This “debt” which arose from the judgment in the Decree of Dissolution, did not arise until November 5, 2005, the date that the Decree of Dissolution was signed by a Superior Court Judge and became official. Furthermore, at no time prior to the finalization of the dissolution action did Appellant advise the Respondent, her counsel, or the court that a bankruptcy petition had been filed (thereby giving the bankruptcy court priority over the Superior Court in the action).

6. Regardless of these facts, which were significant in the final stages of the dissolution action and which were hidden by the Appellant, the issue in this appeal is NOT the bankruptcy and discharge of the judgment. The issues in this appeal are whether or not the Court erred in granting the Respondent her share of community property awarded to her in the Decree of Dissolution and the effect, if any, of the Appellant’s discharge of the judgment on the award of property in the decree. The Respondent herein submits that the Appellant’s action of discharging the judgment did not, in any way, affect her award of community property which she continued to be rightfully entitled to receive.

C. Procedural History Since the Decree was Entered

7. The parties had considerable contact with each other since the Decree of Dissolution was entered. This contact, however, revolved around two issues only: the Respondent’s attempts to obtain the assets that were rightfully awarded to her in the Decree and the Appellant’s

efforts to modify the child support order. In fact, the parties were involved in a child support modification action through the Snohomish County Prosecutor's Office at the same time that the Respondent filed the motion to enforce the decree at issue in this appeal. After many years of not receiving her share of community property, the Respondent finally filed a Motion to Enforce the Decree in September, 2009. See **Clerk's Papers 264**. The motion was properly filed and served upon the Appellant. The Appellant responded to the motion twice, on September 14 and September 23, 2009. See **Clerk's Papers 265, 272, and 273**. Because the Appellant failed to address the issue of the Respondent's entitlement to her share of community property awarded to her in the decree, the Respondent's motion was granted on September 28, 2009, and she was awarded attorney fees of \$750. See **Clerk's Papers 277**. No appeal in the form of Reconsideration, Revision, or Appellate Review was ever sought by the Appellant on the court's ruling of September 28, 2009. It is submitted that this appeal is not appropriate as no timely or proper objection to that order was ever made by the Appellant. Furthermore, the attorney fees ordered that date have not been paid by the Appellant.

8. The Respondent then obtained a Qualified Domestic Relations Order and sought to transfer into her name her share of the community assets awarded to her in the Decree. The Appellant sought to block that transfer through the Boeing Plan Administrator, who became caught in the middle of the dispute. The Plan Administrator sought further clarification on the issue of whether the bankruptcy discharged only the judgment or if it also vacated the Respondent's share of community property in the decree. Thus, the Respondent was required

to file another motion for this clarification and she sought another attorney fee award for having to do so. See **Clerk's Papers 293 and 295**.

9. The Appellant filed a late response to the second motion, which necessitated a short continuance of the hearing, and then the Appellant filed a second response to the new motion. See **Clerk's Papers 297 and 301**. In his responses, the Appellant argued his bankruptcy discharged the judgment in the Decree which effectively vacated any award of property to the Respondent in the Decree. The Appellant failed then, as he does now, to offer any support or authority for his position that the bankruptcy both discharged the judgment and modified the Decree by vacating the Respondent's award of community property therein. In April, the Court affirmed the prior ruling from September, 2009. See **Clerk's Papers 302**. For the Appellant's delay in responding to the motion and because the Appellant forced yet another motion on the same issue, the Respondent was awarded attorney fees of \$1,000. **Clerk's Papers 302**. The order was dated April 28, 2010. No timely Reconsideration, Revision, or Appeal was filed by the Appellant on that order and those attorney fees have also not been paid.
10. On May 19, 2010, twenty one days after the order was entered, and eleven days beyond the cutoff date for the filing of a Motion for Reconsideration, the Appellant apparently filed a Motion for Reconsideration with the court. See **Clerk's Papers 305**. The motion was never served on the Respondent or her counsel at any time, so they were surprised when a copy of a court order denying the motion was received in the mail on or about June 2, 2010. See **Clerk's Papers**

307. Subsequent to that, the Appellant filed a Motion for Revision on June 11, 2010. See **Clerk's Papers 310 (which is referred to as a Motion for enforcing decree)**. Appellant filed a new declaration with the Revision Motion. See **Clerk's Papers 311**. This motion was not timely served on counsel (which happened on or about June 14, 2010). The motion was objected to on several grounds in a responsive brief filed by the Respondent. See **Clerk's Papers 314**. In the new declaration that the Appellant filed for the revision motion, he claimed *for the first time* that he had no knowledge of the September, 2009 motion, but only found out about it when he was contacted by Boeing as part of the asset transfer process. See **Clerk's Papers 316, first page, first paragraph**. In his opening statement of that reply declaration, Appellant stated that "she is the one who without my knowledge ... misled the court to bring ex party (sp) order in her favor...I only knew when I got a letter from Boeing that the funds in my retirement account is being transferred to Moninder Pal..." **Id.** Clearly, Clerk's Papers 265, 272, 273, 297, 301, 305, and 311 submitted for this appeal belie that claim.

11. Most important in this entire process is the Appellant's failure to cite any authority for his assertion that a bankruptcy action had the dual effect of both discharging the judgment in the Decree of Dissolution AND vacating the community property award to the wife. This appeal now follows. For the Appellant's failure to cite any authority to support his position, for the continued frivolity of these actions, and further for the manner in which the Appellant has conducted himself in these proceedings by misstating facts and filing numerous untimely,

frivolous, and improper documents, the Respondent seeks an award of attorney fees.

II. RESPONSE TO STATEMENT OF ERRORS AND LEGAL ANALYSIS

A. Errors Claimed

1. Appellant claims five errors associated with this action. Appellant claims that the Court erroneously violated the bankruptcy code, that the Court did not have the authority to modify or reverse the bankruptcy court order, that it was error for the Court to award the discharged amount to the Respondent, that it was an injustice to award attorney fees to the Respondent, and that it was injustice to award interest to the Respondent. Most important and most central to this responsive brief is the fact that the Appellant continues to fail to provide any support or authority for his position that bankruptcy court both discharged the judgment in the Decree AND vacated the community property award to the wife therein and that the Respondent herein is not entitled to the community property assets that were awarded to her in the Decree.

B. Legal Analysis Of Action

1. Standard of Review

The first issue to address is determining which standard of review should be applied. The primary issue in this appeal is whether or not the court had the authority to uphold the property division detailed in the Decree of Dissolution. In challenging a property settlement, the standard of review applied is whether the court below abused its discretion. *In re Marriage of Thompson*, 97 Wash.App. 873, 877, 988 P.2d 499 (1999).

The Respondent submits that this is the standard of review to apply herein. However, Respondent does not disagree that the parties to this action do not dispute the underlying facts that have been presented to the court, but only the conclusions drawn by jurists based on those facts. Furthermore, the Respondent also concedes that the record being presented in this appeal is entirely documentary. Therefore, the standard of review may be a de novo review of the documentary record. *Marriage of Langham v. Kolde*, 153 Wash. 2d 553, 106 P.3d 212, (2005).

2. Procedural Defects Under Civil Rules 7 and 59

The next issue to address is whether or not the Appellant's action is properly before the Court. As stated above, the matter was brought to Superior Court in a properly filed and served motion on September 28, 2009. The Superior Court Commissioner addressed the issues on that day and entered a ruling interpreting and upholding the property division in the Decree of Dissolution. No reconsideration, revision, or appeal was obtained after that ruling. Therefore, that has now become the law of the case. Specifically, "a property settlement agreement incorporated into a dissolution decree that was not appealed cannot be later modified unless the court finds the existence of conditions that justify the reopening of a judgment." *Marriage of Smith*, No. 39188-1, 2010 Westlaw 4188793, *Court of Appeals, Division II (October 26, 2010)*. In the instant action, no appeal was sought regarding the Decree, nor has the Appellant sought to open the Decree, nor was any kind of review sought regarding the order of September 28, 2009. It is submitted that the Decree and September, 2009, rulings leave nothing unresolved and are not now challengeable.

It is a fundamental principle that the Court has no jurisdiction over a final judgment in an action where that judgment leaves nothing

unresolved and an appeal is not timely filed. *Kemmer v. Keiski*, 116 Wash.App. 924, 68 P.3d 1138 (2003). The *Kemmer* Court specifically stated that, a final judgment that leaves nothing unresolved in an action that is not timely appealed “precludes all further **proceeds** in the same case.” *Kemmer at 936*. It is submitted that the issues raised in this appeal, which leave no issue unresolved and which were not timely challenged after the September 28, 2009, ruling are not now available for review.

Further, under Civil Rule 59, “a motion for ... reconsideration shall be filed not later than ten days after the entry of the judgment, order or other decision. *Civil Rule 59(b)*. The record reflects that the Appellant filed a Motion for Reconsideration on May 19, 2010, seeking to reconsider an order entered on April 28, 2010. The motion was never served on the Respondent. Most importantly, the motion was not timely filed with the court. Therefore, as of May 8, 2010, the Appellant’s right to seek reconsideration of the order entered on April 28, 2010, expired. The Court has held that an untimely Motion for Reconsideration also renders a subsequent filing of an appeal imperfect even if that appeal was timely filed. *Griffin v. Draper*, 32 Wash.App. 611, 649 P.2d 123 (1982). In the instant action, the Motion for Reconsideration was filed eleven days after the deadline according to the local court rules. The Motion for Reconsideration was untimely. Because of this, the subsequent filing of this appeal makes this appeal imperfect. It is submitted that the appeal must be denied on those grounds.

Finally, on June 11, 2010, the Appellant filed a Motion for Revision of the Court Commissioner’s ruling of April 28, 2010. The motion was served on June 14, 2010. Under Snohomish County Local Civil Rule, “a party seeking revision of a court commissioner’s ruling

shall, within the time specified by statute, file and serve on all other parties a motion and completed calendar note.” *Snohomish County Local Civil Rule 7(b)(2)(K)*. The mandatory deadline for filing and service of said motion is ten days from the date of the Court Commissioner’s ruling sought to be revised. In the instant action, the motion was filed with the court within ten days of the Order Denying the Motion for Reconsideration, but it was not timely served. Under the same reasoning of that in *Griffin*, the subsequent filing of this appeal is not perfected and it must be denied. See *Griffin at 611*.

The Appellant’s lack of proper and timely filing of and challenge to final court orders, in November, 2005, September, 2009, and April, 2010, renders this appeal imperfect.

3. Court’s Authority to Enforce Property Settlement Agreements

The superior court unquestionably has authority to enforce property settlements. *RCW 26.12.010; Marriage of Langham v. Kolde, 153 Wash. 2d 553, 106 P.3d 212, (2005)*. Furthermore, “a property settlement agreement incorporated into a dissolution decree that was not appealed cannot be later modified unless the court finds the existence of conditions that justify the reopening of a judgment.” *Marriage of Smith, No. 39188-1, 2010 Westlaw 4188793, Court of Appeals, Division II (October 26, 2010)*. Finally, “a decree is modified when rights given to one party are extended beyond the scope originally intended, or reduced.” *In re Marriage of Thompson, 97 Wash.App. 873, 877, 988 P.2d 499 (1999)*.

In the instant action, it is not disputed that the parties reached a property settlement agreement, that they incorporated that agreement into their Decree of Dissolution, that neither party sought either appeal or subsequent reopening of that agreement and decree. Therefore, it is

submitted that the Court has no authority to modify the decree. Further, the evidence in this action clearly indicates that there was community property to divide, that the Respondent was awarded \$20,000 as her share of the community property, and that this amount was either to be paid directly to Respondent by the Appellant or she had the right to obtain this from existing community assets. The record further reflects that the Appellant failed to pay the property equalization amount directly to the Respondent, so she obtained her portion of the community assets directly from the assets themselves through a court order entered in September, 2009. In both hearings on this issue, September, 2009, and April, 2010, the Court was asked to interpret the Decree exactly as it was agreed upon and entered. That is what the court did both times. Both Court Commissioner's found that the Respondent was entitled to her share of community property awarded to her in the decree, that the discharged judgment had no effect on the property distribution, and that the Respondent was entitled to the amount owed to her per the terms of the Decree to be obtained from the Boeing benefits. If this were analyzed under an abuse of discretion of standard, there was nothing that the Court Commissioner did that was an abuse of discretion. *Marriage of Thompson*. If this were analyzed under a de novo standard, the same conclusion is reached. *Marriage of Langham v. Kolde*.

Finally, it seems clear that the Appellant seeks a court order which modifies the terms of the decree because he is seeking to prevent the Respondent from receiving her share of property awarded to her in the decree. In doing so, Appellant is asking that the court substantially modify the terms of the Decree of Dissolution. Respondent respectfully submits

that the Court does not have the authority to grant said relief. *Marriage of Smith*.

4. Effect of Bankruptcy Discharge on Property Division

Additionally, Appellant submits that his discharge of the judgment in favor of Respondent had the dual effect of both discharging the judgment and vacating the part of the decree that awarded community property to the Respondent. It is a fundamental principle that it is the Appellant who bears the burden of proof in this appeal. *Sunnyside Valley Irrigation District v. Dickie*, 111 Wash.App. 209, 214, 43 P.3d. 369 (2003). Specifically, Appellant, as the challenging party, “bears the burden of showing that the record does not support the findings that he challenges.” *Id.* In the instant action, Appellant bears the burden of proving that this record does not support the position that the Appellant’s bankruptcy both discharged a judgment owed to the Respondent, but also vacated parts of the Decree of Dissolution awarding community property to the Respondent. Appellant has provided no authority for his position that the bankruptcy discharge had any impact on the property settlement that was agreed upon by the parties and incorporated into their Decree of Dissolution. It is submitted that the Appellant has not met his burden of proof in this action.

5. Attorney Fees on Appeal

The Respondent seeks attorney fees on appeal for this action. RCW 4.84.185 states that “in any civil action, the court having jurisdiction may, upon written findings by the judge that the action ... was frivolous and advanced without reasonable cause, require the non prevailing party to pay the prevailing party the reasonable expenses, including fees of attorneys.” RCW 4.84.185. Further, as stated in *Griffin*, where an appeal

“presents no debatable issues and is devoid of merit” the court can assess attorney fees against the non prevailing party. The Respondent submits that she should be entitled to attorney fees under RCW 4.84.195 and the holding in *Griffin*. The Respondent submits that she was entitled to the property awarded to her in the Decree, the Appellant sought an alternative method of payment to satisfy the Respondent’s share of property division, the Appellant did not satisfy the requirements of said payment, so the Respondent was entitled to obtain the property division from the existing assets. This is exactly what the Decree allowed, this is exactly what the two Superior Court Commissioner’s granted, and there was no error in their rulings. Furthermore, the Appellant submits this appeal that is not perfected due to his improper filing of motions in the court. Finally, the Appellant offers no support for his contention that the bankruptcy discharge had the dual effect he claims it had.

III. CONCLUSION

This matter comes to Court on Appellant’s dispute with the Superior Court’s orders enforcing a property settlement agreement that was fully agreed upon and detailed in a Decree of Dissolution. The Decree of Dissolution was never challenged in any way by the Appellant. Furthermore, the Respondent’s initial court order obtaining the award of her share of community property was also not challenged by the Appellant. Finally, the Appellant’s challenge to the final order obtained in April, 2010, was not timely nor was it properly before the court. Therefore, the Respondent respectfully submits that the appeal must fail. In addition, the Appellant offers no authority for his position that the bankruptcy court modified the Decree of Dissolution and there is no reasonable challenge to the position that the Superior Court has the authority to enforce property

agreements. The Respondent submits that the action must fail. Respondent also submits that she should be awarded all of her attorney fees, in the amount of \$5,000 for having to respond to this frivolous, unnecessary appeal.

Respectfully submitted this 15th day of February 2011.

A handwritten signature in cursive script, appearing to read "Lisa K. Clark", written over a horizontal line.

Lisa K. Clark, WSBA #25512
Attorney for Respondent

SUPERIOR COURT OF WASHINGTON
COUNTY OF Snohomish

Appellate Court of Washington
Division I

In re:

Kuljit Singh
Appellant

Petitioner,

and

Moninder Pal

Respondent
~~Respondent~~

65743.7
66743-7-1

NO. 04-3-00537-1

FINANCIAL DECLARATION

PETITIONER

RESPONDENT

(FNDCLR)

Name: Moninder Pal

Date of Birth: 09/23/67

I. SUMMARY OF BASIC INFORMATION

Declarant's Total Monthly Net Income (from § 3.3 below) \$ ≈ 2,200

Declarant's Total Monthly Household Expenses (from § 5.9 below) \$ 2,930

Declarant's Total Monthly Debt Expenses (from § 5.11 below) \$ _____

Declarant's Total Monthly Expenses (from § 5.12 below) \$ _____

Estimate of the other party's gross monthly income (from § 3.1f below) \$ _____

unknown

II. PERSONAL INFORMATION

2.1 Occupation:

2.2 The highest year of education completed:

2.3 Are you presently employed? Yes No

a. If yes: (1) Where do you work. Employer's name and address must be listed on the Confidential Information Form.

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- (2) When did you start work there (month/year)? _____
- b. If no: (1) When did you last work (month/year)? _____
- (2) What were your gross monthly earnings? \$ _____
- (3) Why are you presently unemployed? _____

III. INCOME INFORMATION

If child support is at issue, complete the Washington State Child Support Worksheet(s), skip Paragraphs 3.1 and 3.2. If maintenance, fees, costs or debts are at issue and child support is NOT an issue this entire section should be completed. (Estimate of other party's income information is optional.)

3.1 GROSS MONTHLY INCOME.

If you are paid on a weekly basis, multiply your weekly gross pay by 4.3 to determine your monthly wages and salaries. If you are paid every two weeks, multiply your gross pay by 2.15. If you are paid twice monthly, multiply your gross pay by 2. If you are paid once a month, list that amount below.

	Name <i>Monica Pal</i>	Name _____
a. Wages and Salaries	\$ <u>2750</u>	\$ _____
b. Interest and Dividend Income	\$ _____	\$ _____
c. Business Income	\$ _____	\$ _____
d. Spousal Maintenance Received		
From _____	\$ _____	\$ _____
e. Other Income	\$ _____	\$ _____
f. Total Gross Monthly Income (add lines 3.1a through 3.1e)	\$ _____	\$ _____
g. Actual Gross Income (Year-to-date)	\$ _____	\$ _____

3.2 MONTHLY DEDUCTIONS FROM GROSS INCOME.

a. Income Taxes	\$ _____	\$ _____
b. FICA/Self-employment Taxes	\$ _____	\$ _____
c. State Industrial Insurance Deductions	\$ _____	\$ _____
d. MANDATORY Union/Professional Dues	\$ _____	\$ _____
e. Pension Plan Payments	\$ _____	\$ _____
f. Spousal Maintenance Paid	\$ _____	\$ _____
g. Normal Business Expenses	\$ _____	\$ _____
h. Total Deductions from Gross Income (add lines 3.2a through 3.2g)	\$ _____	\$ _____

3.3 MONTHLY NET INCOME. (Line 3.1f minus line 3.2h or line 3 from the Child Support Worksheet(s)) \$ 2200 \$ _____

3.4 MISCELLANEOUS INCOME.

- a. Child support received from other relationships \$ _____ \$ _____
- b. Other miscellaneous income (list source and amounts)
 - _____ \$ _____ \$ _____
 - _____ \$ _____ \$ _____
 - _____ \$ _____ \$ _____
 - _____ \$ _____ \$ _____
- c. Total Miscellaneous Income (add lines 3.4a through 3.4b) \$ _____ \$ _____

3.5 Income of Other Adults in Household \$ _____ \$ _____

3.6 If the income of either party is disputed, state monthly income you believe is correct and explain below:

IV. AVAILABLE ASSETS

- 4.1 Cash on hand \$ _____
- 4.2 On deposit in banks \$ _____
- 4.3 Stocks and bonds, cash value of life insurance \$ _____
- 4.4 Other liquid assets: \$ _____

V. MONTHLY EXPENSE INFORMATION

Monthly expenses for myself and _____ dependents are: (Expenses should be calculated for the future, after separation, based on the anticipated residential schedule for the children.)

5.1 HOUSING.

- Rent, 1st mortgage or contract payments \$ 1200.00
- Installment payments for other mortgages or encumbrances \$ _____
- Taxes & insurance (if not in monthly payment) \$ _____
- Total Housing \$ 1200.00

5.2 UTILITIES.

- Heat (gas & oil) \$ 100.00
- Electricity \$ 75.00

	Water, sewer, garbage	\$ _____
	Telephone	\$ <u>95.00</u>
	Cable	\$ <u>80.00</u>
	Other	\$ _____
	Total Utilities	\$ <u>350.00</u>
5.3	FOOD AND SUPPLIES.	
	Food for <u>3</u> persons	\$ <u>450.00</u>
	Supplies (paper, tobacco, pets)	\$ <u>60.00</u>
	Meals eaten out	\$ _____
	Other	\$ <u>50.00</u>
	Total Food Supplies	\$ <u>550.00</u>
5.4	CHILDREN.	
	Day Care/Babysitting	\$ _____
	Clothing	\$ <u>100.00</u>
	Tuition (if any)	\$ _____
	Other child-related expenses	\$ <u>25.00</u>
	Total Expenses Children	\$ <u>125.00</u>
5.5	TRANSPORTATION.	
	Vehicle payments or leases	\$ <u>330.00</u>
	Vehicle insurance & license	\$ <u>125.00</u>
	Vehicle gas, oil, ordinary maintenance	\$ <u>125.00</u>
	Parking	\$ _____
	Other transportation expenses	\$ _____
	Total Transportation	\$ <u>580.00</u>
5.6	HEALTH CARE. (Omit if fully covered)	
	Insurance	\$ <u>30.00</u>
	Uninsured dental, orthodontic, medical, eye care expenses	\$ _____
	Other uninsured health expenses	\$ <u>20.00</u>
	Total Health Care	\$ <u>50.00</u>
5.7	PERSONAL EXPENSES (Not including children)	
	Clothing	\$ <u>50.00</u>
	Hair care/personal care expenses	\$ <u>25.00</u>

Clubs and recreation \$ _____
 Education \$ _____
 Books, newspapers, magazines, photos \$ _____
 Gifts \$ _____
 Other \$ _____
 Total Personal Expenses \$ 75.00

5.7 MISCELLANEOUS EXPENSES.

Life insurance (if not deducted from income) \$ _____
 Other _____ \$ _____
 Other _____ \$ _____
 Total Miscellaneous Expenses \$ _____

5.9 TOTAL HOUSEHOLD EXPENSES (The total of Paragraphs 5.1 through 5.8) \$ 2,930.00

5.10 INSTALLMENT DEBTS INCLUDED IN PARAGRAPHS 5.1 THROUGH 5.8.

<u>Creditor</u>	<u>Description of Debt</u>	<u>Balance</u>	<u>Month of Last Payment</u>
<u>Auto Payment</u>	_____	_____	<u>Nov 2010</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

5.11 OTHER DEBTS AND MONTHLY EXPENSES NOT INCLUDED IN PARAGRAPHS 5.1 THROUGH 5.8.

<u>Creditor</u>	<u>Description of Debt</u>	<u>Balance</u>	<u>Month of Last Payment</u>	<u>Amount of Monthly Payment</u>
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____

Total Monthly Payments for Other Debts and Monthly Expenses \$ _____

5.12 TOTAL EXPENSES (Add Paragraphs 5.9 and 5.11) \$ _____

VI. ATTORNEY FEES

- 6.1 Amount paid for attorney fees and costs to date: \$ 2,000
- 6.2 The source of this money was: Earnings
- 6.3 Fees and costs incurred to date: \$ 4,500
- 6.4 Arrangements for attorney fees and costs are:
Appellant owes outstanding attorney fees
- 6.5 Other:

I declare under penalty of perjury under the laws of the state of Washington that the foregoing is true and correct.

Signed at New York, [City] _____ [State] on 11-4-2010 [Date].

[Signature]
Signature of Declarant

Moninder Pal.
Print or Type Name

The following financial records are being provided to the other party and filed separately with the court.

Financial records pertaining to myself:

- Individual Partnership or Corporate Income Tax returns for the years _____ including all W-2s and schedules;
- Pay stubs for the dates of _____
- Other: _____
- _____
- _____
- _____
- _____

DO NOT ATTACH THESE FINANCIAL RECORDS TO THE FINANCIAL DECLARATION. THESE FINANCIAL RECORDS SHOULD BE SERVED ON THE OTHER PARTY AND FILED WITH THE COURT SEPARATELY USING THE SEALED FINANCIAL SOURCE DOCUMENTS COVER SHEET (WPF DRPSCU 09.0220). IF FILED SEPARATELY USING THE COVER SHEET, THE RECORDS WILL BE SEALED TO PROTECT YOUR PRIVACY (ALTHOUGH THEY WILL BE AVAILABLE TO THE OTHER PARTIES IN THE CASE, THEIR ATTORNEYS, AND CERTAIN OTHER INTERESTED PERSONS. SEE GR 22 (C)(2)).