

66615-1

66615-1

No. 66615-1

THE COURT OF APPEALS
OF THE STATE OF WASHINGTON
DIVISION I

MARK B. MAYO, APPELLANT PRO SE

v.

KARI P. MAYO, RESPONDENT

FILED
COURT OF APPEALS DIV I
STATE OF WASHINGTON
2012 FEB - 8 AM 10: 53

APPELLANT'S REPLY BRIEF

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A. INTRODUCTION

This case is not about an action to dissolve a marriage. The marriage has already been dissolved. It is about exposing deceit and court errors which ultimately led to a rescission by the trial court of a fully executed and agreed upon parenting plan. The court's decision rests on untenable grounds and the overwhelming evidence in favor of the agreement opens the door for the Appellate Court to overturn the trial court's decision and reinstate the agreement.

Although the percentage of decisions overturned by the Appellate Court is minimal compared to the number of appeals brought before it, this case is one that provides such an abundance of factual and substantiated evidence in support of reversal that it should fall within that small percentage of cases.

It is a given that children of an incarcerated parent are inconvenienced and that it is not an optimal situation. However the only time the Mayo children showed any signs of strain is when Kari took them from their home in the middle of the night. Neither Kari, medical professional nor the trial court alluded to the fact that the children were suffering any adverse affects of Mark's incarceration.

The definition of untenable is “*Not Able To Be Defended.*” Kari Mayo has offered **no** reliable or cooberated evidence to prove any of her claims. In fact in most cases she has not even offered an example for the allegation of which she makes of Mark. Her allegations against Mark and in support of repudiation of the agreement are strictly hearsay.

The Court erred in multiple instances in this case as pointed out in Appellant’s brief. (**Ap Br p 10-11**) Each error raised by Mr. Mayo is supported by witness testimony, declarations, documents and / or pleadings. The final ordered parenting plan is not supported by substantial evidence, was not even necessary to consider but for Kari’s untruthful claims and allegation, and is a far cry from the previously agreed upon plan.

B. Response to Counter Statement of Issues

1. The question is not whether the Court abused its discretion in denying Mark’s “multiple motions”. The question all along has been did Kari and her Attorney lie to gain rescission of the parenting plan and did the Court abuse its discretion by inserting words, misquoting statements and ultimately admitting uncooberated hearsay evidence. In this very appeal the Court of Appeals took less than two days to reach a decision to allow Mark

to use the transcripts in rebuttal of Kari's allegations. Mark believes the Court of Appeals did this to be fair, equitable and just. The trial court erred by not conforming to the practice. The court should take judicial notice of this fact.

2. By the Court not allowing similar evidence to be presented by both parties it then abused its discretion adopting a plan that veered drastically from the written and agreed upon plan. RCW 26.09.191 was not in the original and agreed-upon settlement agreement. Both parties agreed to alternative substance abuse language and therefore there was no need for the court to intercede by imposing its unsupported and dissimilar stipulation.

3. It's illogical to claim Mark has not been hurt by Kari and Bill's lies and the Court's errors. As stated previously Mark has lost the opportunity for an additional 72 days a year with the children, has already lost 2 additional visits for the past 6 months (12 total) and the ability to share one half of the 2012 summer with the children. He has also been assessed by the Court as having a long term impairment "**...that interferes with the performance of his parenting functions.**" He has also been burdened with massive attorney bills by having to pursue enforcement of the original agreement.

C. Response to Counter Statements of Case

1. Mark agrees with Kari that his November 16, 2011 brief was returned by the Court for modifications. The Court ultimately accepted his brief. However Mark does not agree that he only sent the one brief to the court and did not copy Bill's office. Mark has submitted numerous pleadings to the Court and has never neglected to send Bill a copy.

If (allegedly) Mark failed to send a copy to Bill's office and Kari was then potentially at a disadvantage or burdened by the oversight as he claims, then one would think it the professional duty of a seasoned attorney to either request a copy from the court or simply call or email Mark for a copy and not wait until submission of his clients brief to disclose it. Why allow his client to carry the burden of said (alleged) oversight?

2. Mark is in compliance with RAP 10.3(a)(5) as the quotes provided are a part of the record and are supported by reference to relevant parts of the record, **(CP 206)**.

3. Mark has neither white washed nor avoided any of the facts or underlying issues. One only needs to review the case

information to confirm that Mark has been an open book regarding all issues.

Kari uses a partial quote to make a point. “I (Mark) also deny that I have a long term impairment resulting from drugs and/or alcohol...” To this day Kari has offered not one shred of evidence to prove Mark’s statement to be false. However, that’s not how the stipulation reads with regards to the final parenting plan. It actually states, “...a long term impairment resulting from drug, alcohol or other substance abuse **that interferes with performance of parenting functions.**” There is absolutely no proof that impairment exists. There is only Mark’s self admission that he used drug and/or alcohol in the past. Multiple declarations provided to the court by Mark have disproved that allegation. Mark is 29 months sober as of the writing of this brief. Kari refused to submit a urine sample upon her voluntary substance abuse evaluation and consumes alcohol to this day.

4. Kari’s insinuation that Mark is “fighting hard” for the settlement plan because it does not incorporate section 2.2” is not entirely true. Sure he believes it is an unjust stipulation imposed upon him, but in fact he is fighting for the settlement plan

because it's the plan the two parties spent 7 hours crafting and executing. It's the plan that affords him a potential of 72 more days a year with his children. And it's the plan that holds **both** parties accountable for any substance abuse. Section 2.2 language was not agreed to and is unnecessary. The settlement plan has sufficient language to protect the children.

5. Kari's claim that "the two competing parenting plans shows little substantive differences" is absurd. Paragraph 2.2 is a serious, unwarranted and complicated stipulation. It has a potentially far reaching negative impact going forward.

3.2 of the final parenting plan, as Kari puts it "grants extended visitation" to Mark from Friday after school until Sunday evening. (Res Br p. 4) The key word Kari uses is "extended." That's not what we agreed to. Section 3.1(1)((a) of the settlement agreement which grants Mark a Thursday to Monday morning every other week visitation. Bill is quoted saying. "This is what Kari is referencing, the fact that we're agreeing to extend these weekends..." and "Because we have extended the weekends to Thursday to Monday morning." (DOC Vol I p. 16). Kari later

attempts to claim a dispute over the provision as a “substantive dispute” item to support her repudiation. (CP 173).

3.5 of the final plan does not “grant” Mark two consecutive weeks of summer vacation. It strips away the agreed upon one half of the summer vacation which both parties agreed to. It also only grants additional overnight visitation beginning summer of 2012. The settlement agreement would start the overnight visits immediately.

3.7 Does not award any Christian holidays to Mark as Kari claims. The trial court recognized her false allegations of Mark not practicing the Jewish faith and awarded him **All Jewish holidays**. Confirming her knowledge of Mark’s faith and the practicing thereof in regards to a Hanukkah provision, Kari is quoted as saying, “Yeah, you guys celebrate it different weekends every year you know.” (DOC Vol I p. 79-80) and Kari is quoted “Yeah. I’m – It’s likely. So it’s – if he does that, if Hanukkah doesn’t fall on one night when he has them.” (DOC Vol I p. 83). **And Bill is quoted Stating,** “Right, but I’m guessing that, because it spreads eight nights – that given the flexibility on the parenting plan, you are

actually going to have time with the children on a day that Hanukkah is celebrated.” (DOC p. 80)

3.10 of final plan places restrictions on Mark regarding substance abuse. A restriction however is unwarranted and was not what was agreed upon by the parties. In addition and contrary to the settlement agreement, it strips away the agreed upon restriction acknowledging Kari and her substance abuse. With all the cooperating testimony regarding Kari’s alcohol abuse, how can that fact be ignored by the trial court, and be considered to be in the best interest of the children?

D. Response to Argument

1. Response to Standards of Review

Kari cites *Marriage of Williams* “[T]he trial court decision in marital dissolution proceedings are rarely changed on appeal.” She also cites *Marriage of Landry*, “Such decisions are difficult to reach and should be accorded deference.” However, the Appellate Court also has the responsibility of intellectual honesty when considering each case on its own merits. The cases which are “rarely changed on appeal” are those for which there is not enough evidence and / or the moving party did not prove its case.

However, Mark asserts this case is different. Mark has provided mounds of cooberated evidence which goes directly to the heart of this case. He has proven evidence of a pattern of deceit, evidence that the court erred in its ruling and that the settlement plan is better for the parents and the children. Kari cites *In re Marriage of Tower*, *In re Marriage of Littlefield*, and *Landry*, to support the trial court's decision. The fact is, the trial court did abuse its discretion. It did not make an acceptable choice or apply the applicable legal standard. Its decision was based on untenable grounds and the factual findings were not supported by the record.

What would it be like if all courts adopted the same standard and arbitrarily changed words or manipulated evidence and statements, and then ruled based on the flawed and incorrect evidence?

2. Response to Proffered Transcripts

DOC Page 3 "all lines cited" are completely irrelevant. They are lines on the first page of the transcripts where Mark has called in for the first time. There is no significance to it at all.

Mark has never claimed the recordings encompassed the entire mediation. He simply stated they are complete with regards to all

communications which include him during negotiations, and that every allegation made against Mark is in one way or another disproven within the recordings.

The “indiscernible” and “simultaneous” speech segments are common with regards to transcription. However, there are no instances where Mark’s speech is indiscernible. The trial court made its ruling based on two facts. 1) Mark continued to negotiate after the signing (mistakenly inserted that word signing) and 2) she advised both attorneys within minutes (adding the words within minutes). Both statements to the ruling are false and the recordings prove such.

Kari is quoted saying, “At the end of a long day counsel for respondent was advised the mediation had failed and that all issues would be submitted for trial.” (CP 173) and, “Eventually Petitioner called a halt to the proceedings and declare that she could not accept the terms of the parenting plan and would proceed to trial on all issues.” (CP 176)

Here is exactly what Kari said (up until this point, all parties are present and have since moved on to modest property

and debt issues) **“I’m done. You can tell mark that’s it. I’m done.” (DOC Vol II p. 19)**

That’s all she says. Not “I informed both attorneys the mediation had failed”. Not “I’m repudiating the parenting plan”. Not, “I have material or substantive issues with the parenting plan.” No, she was upset that Mark’s attorney would not accept Kari’s word regarding the return of the stories. She said at the end of the day. This was the end of the day.

3. Response to Alternative Dispute Resolution Efforts
Don’t Always Result in Settlement

No, they don’t. But simply put, in this case it did. The court has the duty to enforce agreements brought before it, *Hearst Communications, Inc v. Seattle Times Co*, 154 Wn. 2d 493, 115 P.3d 152 (2005). Where the language of the contract is unambiguous, the court must enforce it exactly as it is written, *Quadrant Corp. v. American States Inc. Co.*, 154 Wn. 2d 165,110 P.3d 733 (2005). The parties entered into a fully executed settlement agreement. The attached document to Respondent’s Brief (**Exhibit A**) clearly shows that agreement. Kari and Bill lied about the alleged repudiation and the court erred by not adhering to

the language of the contract. It was not the “parties” that created a dispute...it was Kari. The word “created” is appropriate here.

An attorney has the authority to bind his client in an action by his agreement duly made, RCW 2.44.010. Again Kari and her attorney attempt to imply that because Kari did not sign the contract it is invalid. Mr. Zingarelli had signed tens of pleadings and other documents on behalf of Kari before and after the settlement conference. Kari states “Mark authorized his attorney to sign for him, Kari chose not to ratify the parenting plan”.

How does Kari know Mark authorized his attorney? There’s no record of Mark giving authorization. Just like there’s no record of Kari authorization to her attorney. The inherent and subsequent well established practice of Kari and Mark’s attorneys signing on their behalf had been established from the beginning of the case.

In support of Mark’s claim, we must assume Bill had full authority to sign on Kari’s behalf of this very document. **(Res Br p. 21)** It is signed only by William M. Zingarelli. Mark has not yet received confirmation or refutation of Kari’s approval of said signature.

Mark believes Kari is referring to the sentence regarding him acknowledging “Kari refused to execute the mediated parenting

plan”. It is not contained within **Ap Br p. 13**. As well, Mark denies ever acknowledging that allegation.

Mark never insisted that Kari share the burden of transportation. He simply stated his case of a family who has a wheelchair bound non driving father, a 74 year old mother who does not drive on the freeways, and thus leaves only a sister raising two kids and living 20 miles farther to help with the transportation. Nowhere does in state “Kari refused to ratify the parenting plan.” **(CP 173)** Mark does not have **(CP 251)** therefore cannot respond to that pleading.

Unless Mark has the wrong brief there is no language on **Ap Br p. 13** where “Mark acknowledges that Kari refused to execute the mediated parenting plan.”

(DOC p. 116) clearly shows Mark’s willingness to cooperate and relent on the difficult issues is characterized by the following, specifically TRANSPORTATION as this issue is one of two the trial court cited in favor of rescission. “If you’re that ticked off about it, if it really isn’t the money, (referring to child support), then let’s just leave it alone. I don’t want the whole day to go to waste. I mean, you’ve – you guys have done good. And you know

– and I’ve done good. I think we’ve done good for the kids. So if we have to leave it that way, just leave it. I can’t believe we’re getting all crazy.” He then goes on to state, “I feel bad that – you guys are all going at each other that way.” This one of a number of times Mark attempted to calm the parties and request they resume respectful dialogue.

Kari implies that Mark was not in agreement about the “sufficiency of the parenting plan” as she cites **(DOC Volume II, pgs. 19-21)**. What the pages tell is that Mark’s attorney is trying to solidify in writing an accepted request regarding a property issue, (stories Mark wrote, illustrated and mailed to Kari to read to the kids, while incarcerated), but Kari is not willing to consummate it in writing while being vague and becoming unreasonably infuriated. She then declares, **“I’m done. You can tell mark that’s it. I’m done.”** **(DOC Vol II. P. 19)**

As Kari leaves the room Mark tries desperately to prevent this from happening by asserting himself to his attorney and directing her to allow him to speak to Bill via cell phone. Mark states to Bill;

“Hey, you know what? I can only hear what I can over here (because Mark has been on speaker phone for some time now) And

I'm sorry you guys are getting frustrated. Please don't walk out right now. I don't – I'm not over here trying to make a big deal. I'm working through Andrekita. You guys – you know, I think we've done great. I know Kari's had some concessions today. I tried to be good with whatever I could contribute here and just get this done. But we're doing pretty good. Don't walk out you guys. We're almost done. I'm sorry that it's taken so long today. Bill replies, "Yeah I appreciate that. So here's Andrekita." (DOC Vol II 20-21)

Prior to Kari leaving Mark's attorney states, "Call me back on my phone" then Bill states, "Okay. Because I'd like to finish up a few other items – that are not parent plan related." (DOC Vol II p. 5) Bill also states prior to Kari's departure, "We're done with the parenting plan." (DOC Vol II p. 22)

Mark agrees the halt was called to let nerves settle over heated transportation issues. But quoting this as an end to the transportation issue and settlement thereof is ridiculous. The parties were in the middle of negotiations. Not at the end. In the end the parties agreed to all terms of the transportation and consummated it in writing and with initials and signatures.

During this exchange Barb Wexler (Settlement Master) is quoted saying “So Mark, what I was hearing you say, because I’m going to pull out the one who’s sounding reasonable at the moment.” (DOC Vol I p 110).

DOC Vol I p. 141 – 142 are transcribed in **VOL II**. They show a limited transcription in **VOL I** because that is the portion that the first transcriber failed to produce. **Vol II** has the complete transcription of every moment Mark is available telephonically, and therefore the court is not left in the dark as to the details of that portion of the mediation. Included with Mark’s Response Brief is a copy of the CD containing the entire transcribed version of the conference. It is included to allow the court to discern the “Tone” of the exchanges.

Kari alleges Ms. Silva carelessly raises highly sensitive issues. She refers to Ms Silva’s request for Mark’s written stories. It’s nonsensical to think this is a careless act in any manner.

In regards to Kari’s attempt to cover her tracks alleging “unreasonable and bizarre demands” made by Mark, is this the one and only example of Mark’s bizarre, controlling and manipulating behavior Kari could cite? With the entire

transcription of every word Mark said, this is it? Is it truly an unreasonable and bizarre demand to request Kari to provide property to Mark and allow it to be written into an agreement...like the rest of the negotiations? In fact, Mark was not even on speakerphone at the time and never once uttered a word during that heated exchange. Parenthetically, at trial both attorneys were instructed to resolve the property and debt issue inclusive of the stories. They resolved the matter in 5 minutes, before trial began. And again it was Bill who signed the property and debt agreement as well...not Kari.

4. Response to Other Pretrial Issues

Mark's reference to "other failed settlement attempts, pretrial orders and discovery concerns" shed light on the complete lack of cooperativeness and the intransience perpetrated by Kari and Bill. It's a reference which directly relates to Kari's pattern of ignoring court orders and willingness to say what she want when she wants. These issues were raised at trial. The trial court chose to ignore them. They are not listed or suggested as "court errors" and Bill cites no case law, rules or statutes to support the striking of Mark's reference to the record. They were included in Mark's brief

as some of the many examples of Kari's continuous frustration of the resolution process.

5. Response to Fairness of Trial

A three day trial was held. Mark was heavily prejudiced by not having the opportunity to present virtually any "relevant" evidence inclusive of the agreement or the tapes.

6. Response to Enforceability of Plan

The parties did not disagree as how to best co-parent their children. They consummated their agreement in writing on December 7, 2010. The court chose to completely and prejudicially dismiss the contract. The reasons the court used were not supported by law. There was no material issue with the agreement and no doubt of its existence.

Kari attempts to convince the court that established court precedent is to be considered a condition precedent to a settlement plan. A condition precedent is one that is to be performed before the agreement becomes effective, and which calls for the happening of some event or the performance of some act after the terms of the contract have been arrested on, before the contract shall be binding upon the parties.

The parties made no prior written or oral agreement that the agreement was conditioned upon any other factors. Though both parties knew the agreement needed court approval it was not a provision or “condition precedent” to the agreement. If this were the case as Bill states, all settlement agreements which include children would have a condition precedent and either party, at any time, could claim the invalidity of the agreement before a court ruling. Conditions precedent must arrive by agreement of the parties, Northern State Const. v. Robbins, 76 W. 357,457 P.2d 187 (1969). Under Washington law, conditions precedent are not favored by courts, Jones Associates, Inc. v. Eastside Properties, Inc., 41 Wn. App. 462, 704 P.2d 681 (1985). Courts are especially loathed to find conditions precedent when the alleged condition is peculiarly within control of one of the contracting parties, Lockwood v. Wolf Corp., 629 F.2d 603 (1980).

If a condition precedent is not even favored by the courts, it is clear the courts do not consider a final ruling of a settlement agreement a condition precedent. Even the courts recognize a condition precedent provision is between the parties and that the court is not one of those parties.

7. Response to Post Mediation

Kari refers to Mark's evidence as "snippets of emails and correspondence" in order to support his allegations that the mediated parenting plan should be enforced, and claims the snippets make clear the parties did not reach an agreement. The snippets are the evidence which actually prove Mark's case, (if mounds of overwhelming untruths, false allegations, fabricated pleadings and testimony are considered "snippets".)

When a contract is proven, equity will grant rescission where there is clear bona fide mutual mistake regarding a material fact,, *Super Valu Stores v. Loveless*, 5 Wn. App. 551,489 P.2d 368 (1971). Where there is no mutual mistake, but only an expectation that failed to materialize, a court **will not** rescind the contract, *In Re Marriage of Schweitzer*, 132 Wn. 2d 318, 937 P.2d 1062 (1997). In cases of ambiguity, the court will look beyond the document to ascertain intent from surrounding circumstances, *Ross v. Bennett*, 148 Wn. App. 40 203 P.3d 383 (2008).

The definition of the word Ambiguous is "Open to more than one interpretation; having a double meaning." Nowhere in the agreement was there said ambiguity, nor did Kari through her

many pleadings and trial testimony ever allege that there was. There were no mistakes regarding a material fact either.

However, admissible extrinsic evidence does not include:

(1) evidence of parties unilateral or subjective intent as to the meaning of a contrary word or term; (2) evidence that would show the intention independent of the instrument; or (3) evidence that would vary, contradict, or modify the written word. Ross, id, at citing, Hollis v. Garwall, Inc. 137 Wn. 2d 683, 695,974 P.2d 836 (1999); see also In Re Marriage of Schweitzer, 132 Wn. 2d 318, 326-327, 937 P.2d 1062 (1997).

8. Response to Motion to Enforce

The court erred ruling “in the negative” regarding the question of did the parties enter into a binding contract. Define binding? Initialed on each page, confidential language struck on every page, signed by both parties and no evidence whatsoever other than complete hearsay to contradict its validity.

The order submitted to the court accurately reflected the terms of the parties’ agreement. The trial court simply ignored the standard and case law of which govern these situations.

9. Response to Double Standard

The standard used by the trial court is contradicted and shown to be flawed by the Appellate Court's ruling to allow Mark to use the transcripts, now that Kari has quoted them first. It took the Appellate Court only 2 days after Mr. Mayo's letter requesting use of the transcripts, to rule he could do so. Why didn't the trial court do the same?

10. Response to Final Parenting Plan

Kari claims Mark's 72 days more a year assessment of the plan is "misleading and moot". Thursday to Monday vs. Friday to Sunday is 4 more nights a month. Multiplied by 12 is 48. Then section 3.13 B of Settlement Plan allows an adjustment for a total of 24 more days a year for Mark and the children. That's 72 more days a year. It is untrue the Thursday to Monday visitation would cease upon the children reaching school age. Additionally, Mark also loses 2 weeks of the 2012 summer break schedule with the children.

There has already been a modest transition. Mark has been released now for more than six months and has a car, a place to live that the children are familiar with, a good job and 29 months of sobriety. The children have been with him 2 times a

month since his release already. He has attended their soccer games as well as school concerts, etc.

11. Response to unfounded perjury allegations.

Mark has offered multiple false pleadings, trial testimony and now transcripts proving Kari and Bill lied to gain rescission. It is incomprehensible that Kari could deny she accused Mark of not practicing the Jewish faith and to now state, “Kari stated her belief based upon her personal knowledge gleaned over six years of marriage.” (**Res Br p. 18**). Did she not know our children attended Jewish Day School? Further demonstrating not only Kari’s knowledge of Mark’s faith but exactly when he celebrates it. Kari, “Yeah, you guys celebrate it different weekends every year you know.” (**DOC p. 79 - 80**), and Bill is quoted “Yeah. I’m – It’s likely. So it’s – if he does that, if Hanukkah doesn’t fall on one night when he has them.” (**DOC Vol I p. 83**). Attached are **Ex A & B** to Petitioners Reply Brief. Exhibit A is a true and accurate copy of Kari and Mark holding the Torah together in 2008 at Mark’s daughter’s Bat Mitzvah. Exhibit B is Kari holding son Max while the Mayo family lights the Menorah candles during Hanukkah in 2006. Both pictures were taken during the marriage. Kari and Bill are simply not capable of telling the truth.

12. Response to Cited Contradictions

Cited contradictions may be typical in divorce cases but not lying. It is frowned upon in the eyes of the courts and against the law when sworn to. Parties to a divorce action are entitled to change positions? Accepting that unsubstantiated notion, parties are not allowed to lie and produce false testimony and pleadings.

13. Response to 2.2 restrictions.

Both parties admitted drinking. Kari left the home and ended the marriage...not Mark. The only truthful part of this allegation is Mark admitted his drinking.

E. Conclusion

The court should overturn the trial court. The trial court did not consider all relevant evidence and applied its own standard in contradiction to a reasonable one. The critical issues of how to care for the children were fleshed out at the Settlement Conference. There was no need to go to trial. If it should be that the case must go back to trial then it would be in the cause of justice. Mark can afford to go as he is Pro Se and Kari is not paying for her appeal attorney fees as Bill personally told Mark a few weeks ago.

The prejudice shown to Mark on behalf of the court as well as the contempt, intransience, perjures statements, false documents and continuous attack on Mark and his ability to parent his children should all weigh heavy with the court when deciding this case, including damages for Mark.

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

Dated this 6th day of February, 2012.

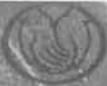


Mark Mayo
Appellant Pro Se



EX A

CONFIRMATION CLASS



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1A-B

**COURT OF APPEALS, DIVISION ONE
IN AND FOR THE STATE OF WASHINGTON**

In re the Marriage of:)
MARK B. MAYO,)
Appellant,)
v.)
KARI P. MAYO)
Respondent.)
_____)

APPEAL NO. 66615-1

APPELLANT RESPONSE TO RESPONDENT'S
BRIEF

Mark Mayo, Appellant Pro Se declares as follows:

On February 6, 2012 I deposited in the US Mail, Regular First Class, from Bellevue Washington, a true and accurate copy of the Appellant's Response to the Respondent's Brief to the following entities and/or person(s) at the following addresses:

William M Zingarelli
PO Box 356
Stanwood WA 98292

Court Of Appeals, Division One
Attn: Court Clerk
600 University Street
Seattle WA 98101

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COURT OF APPEALS DIVI
STATE OF WASHINGTON
2012 FEB - 8 AM 10: 53

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

Dated this 6th day of February, 2012.



Mark Mayo
Appellant Pro Se