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No. 73736-8-1

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COURT OF APPEALS  
DIVISION I  
STATE OF WASHINGTON

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In Re the Marriage of  
GUADALUPE GALINDO TOVAR

*Appellant*

V.

CHRISTOPHER JAMES TAFOYA

*Respondent*

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APPELLANT'S OPENING BRIEF

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## TABLE OF CONTENTS

I. Introduction .....	1
II. ASSIGNMENTS OF ERROR .....	10
Assignments of Error	
No. 1 .....	10
No. 2 .....	11
Issues Pertaining to Assignments of Error	
No. 1 .....	11
No. 2 .....	11
III. Statement of the Case .....	11
IV. Summary of Argument .....	19
V. Argument .....	21
VI. Conclusion .....	34
VII. Appendix .....	37

## TABLE OF AUTHORITIES

### Table of Cases

Marriage of Foran 67 Wn. App. 242, 834 P.2d 1081 (1992) .....	31
Marriage of Morrow 53 Wn. App. 579, 770 P.2d 197 (Div.1 1989) .....	34
Marriage of Spreen 107 Wn. App. 341, 28 P. 3d 769 (2001) .....	32
Marriage of Tower 55 Wn. App. 697, 780 P.2d 863 (Div. 1 1989) .....	30
Melby v. Hawkins Pontiac 13 Wn. App. 745 (Div. 2 1975) .....	26
Nichols v. Lackie 53 Wn. App 904,907 795 P.2d 722 (Div .2 1990) ...	23-24
Rainbolt v. Johnson 669 F.2d 767 (1981) .....	26
U.S. v. 2204 Barbara Lane 960 F.2d 126 (1992) .....	26
Willener v. Sweetling, 107 Wn. 2d 388, 730 P. 2d 45 (1986). .....	19

**Statutes**

RCW 26.09.090 .....1,3,9,10,11,20,29,31,32,34  
RCW 26.50.010 .....35

**Regulations and Rules**

RAP 2.3 (b). (3). .....19  
RAP 3.1 .....19  
CR 11 .....13  
CR 26 (i) .....5,13  
CR 33 .....5,9,13  
CR 36 .....1,8,9,10,11,19,22,23,24,25,26,27  
CR 37 .....9  
CR 59 (a) (1) .....19  
CR 59 (a) (6) .....19  
CR 59 (a) (8) .....19  
CR 59 (a) (9) .....19  
KCLCR 4 (a) Exhibit List .....17  
KCLCR 26 (k) Witness List .....17

**Other Authorities**

Washington Practice Series Vol. 3A 6<sup>th</sup> Edition .....19-20

## I. Introduction

This case is about the dissolution of a marriage with two documented life threatening instances of domestic violence. Additionally, issues of power and control surrounded the relationship physically, emotionally and financially. In an attempt to avoid accountability, the respondent Christopher Tafoya seized all access to money, documents and property. Tafoya's intransigence and power plays threw the entire case off schedule. Administrative errors and judicial reluctance to enforce rules of discovery compounded the problem. The result was an unfair trial and decree.

Appellant Guadalupe Galindo-Tovar seeks review for two errors. Manifest abuse of discretion in determination of maintenance, the court below did not apply the required factors of RCW 26.09.090 arbitrarily determining maintenance on untenable grounds. This left Galindo-Tovar with tens of thousands in untreated Domestic Violence injuries. Additionally, failure of the court below to properly apply CR 36, by not treating admitted requests for admissions as adjudicated facts at trial, which resulted in a loss for Galindo-Tovar of over \$200,000.00 in un-awarded judgment.

Although straightforward in a broad sense, this case had numerous elements of minutiae that required focus. Galindo-Tovar employed CR36 by formulating requests for admissions from the court record and subpoenaed documents; summarizing available discovery to assist the court by defining the issues and expediting the trial. It was inconsistent of the court to find Galindo-Tovar

credible on Domestic Violence issues, but to then challenge her credibility on Request of Admissions that were backed up by witness testimony and 148 tabbed exhibits in four binders.

#### LEGAL ERRORS

This necessary appeal began with the failure of the court below to enforce rules of discovery in a timely manner. Despite repeated motions to enforce those rules, the court continually reserved those issues for trial. This catalyst caused a chain of events resulting in an unfair trial and a prejudicial result.

The court below rushed toward trial, to force Galindo-Tovar to attend mediation/settlement. This happened over the objections of Galindo-Tovar's attorney, who explained to the court that withheld discovery was still needed in order to prepare for trial and that in severe Domestic Violence cases, mediation is usually deemed inappropriate.

As a result, Galindo-Tovar went to trial with incomplete discovery and the court refused to impute numbers based on Tafoya's concealment and Galindo-Tovar's evidence.

This resulted in two appealable errors.

The Trial Court displayed a Manifest Abuse of Discretion by repeatedly rejecting argument and testimony, even from expert witnesses on the extent of DV injuries and future rehabilitation needs, several times including prejudicial statements like, "this isn't therapy". The Trial Court arbitrarily awarded a token maintenance.

The Trial Court rejected four sets of secured Requests for Admissions. Before receipt of the complete case file, and before opening argument Judge Galvan prejudicially limited relief and denied facts and numbers in the Admissions. By re-litigating issues

covered by the secured Admissions, the Trial Judge consumed nearly 31% of valuable trial time on uncontested facts, thereby, preventing the presentation of Galindo-Tovar's case regarding matters of: a) statutory factors to establish adequate and just Maintenance (RCW 26.09.090), the establishment of Compensatory or SEBE Maintenance for dissipation of assets, b) post-separation violations of mutual restraints (i.e. cancellations of insurance, unnecessarily creating large bills from previously covered costs) adversely impacting and seizing Petitioner's separate property (cashing refund checks, etc.) and c) Spoliation of evidence. Four items of disputed issues of fact and law were not addressed nor ruled upon.

In the main, the issues for the trial court to decide were: the equitable, split ratio of community property, how much and how long maintenance will be paid for DV injury rehabilitation, and whether Compensatory Maintenance would be used as a mechanism to pay off the sizable property judgment. The trial court also had several pre-trial issues reserved that needed resolution. All other issues had been conclusively established by unanswered Requests for Admission.

Furthermore, the court below failed to place into the permanent record the content of the Appellant's filed Trial Notebook, namely Request for Admissions Set Four, the Trial Brief and 148 tabbed document exhibits. All of which were admitted into evidence RP June 2 at 5. For example, see RP's June 1 at 39-40 and June 3 at 10 where these documents were discussed at trial.

#### A BRIEF HISTORY

On Apr 24, 2009 Christopher Tafoya and Guadalupe

Galindo-Tovar were married in Seattle, WA. Parties referred to hereinafter, by their separate surnames. Tafoya admits a long history of Domestic Violence and chronic injuries to Galindo-Tovar. On February 9, 2014 around 10am Tafoya engaged in a life threatening vehicular assault. In rage, Tafoya drove towards her, until Galindo-Tovar was trapped between a fence and the car, as Tafoya continued accelerating towards her, she jumped up to avoid being crushed, landing on the hood of the car. Instead of stopping, Tafoya accelerated again and she wrestled for at least two miles, to avoid being thrown from a fast moving swerving vehicle that Tafoya was operating with intent to harm. Witnesses called 911 to assist Galindo-Tovar. When confronted by the police, Tafoya falsely reported against Galindo-Tovar to avoid any consequences. This final straw irretrievably broke their marital relationship.

Galindo-Tovar was too traumatized to speak on her behalf; she was arrested based on Tafoya's false report. Later when the facts came out, her charges were completely dismissed. Meanwhile, Tafoya took possession of 100% of the property both separate and community. Within days he drained all financial accounts and established new ones in his name. Furthermore, he retained all, of Galindo-Tovar's documents (passport, visa, immigration records, diplomas, cell phone/PDA, etc.). Additionally, for several months Tafoya received and destroyed Galindo-Tovar's personal mail post separation. After a lifetime of living above the median, Galindo-Tovar was left destitute and homeless facing three separate interconnected legal battles at separation.

Concurrent with this event, immigration proceedings were initiated, against Galindo-Tovar proximately caused by Tafoya's

false report and retention of her documentation. Galindo-Tovar's immigration case required three specific boxes among the boxes of documents he had retained. Tafoya's false report and retention of Galindo-Tovar's documentation closed her previous petition under Galindo-Tovar's US citizen mother and required her to re-file, undoing years of previous case-work. She filed a Violence Against Women Act immigration petition (being the only recourse available with missing documents). Today, she no longer faces deportation, as she was able to prove the serious long term abuse and control by Tafoya to Immigration. Galindo-Tovar now has a stable immigration status. However, the mental anguish and physical injuries from Tafoya, has affected immensely Galindo-Tovar's ability to return to an acceptable standard of living and chart a new life. A DVPO and temporary order was entered in Aug. and Sept. 2014 respectively ordering maintenance, return of Galindo-Tovar's documentation and reimbursement of medical expenses for Domestic Violence injuries.

Galindo-Tovar's Attorney served Tafoya through counsel with standard CR 33 interrogatories and a CR 26 (i) conference was scheduled. Tafoya's attorney ceased representation for cause (concealment of DV).

Tafoya complied with neither. An Order to Compel was entered on Dec. 9 2014. He did not comply with the order. Discovery cut off was imminent (Feb. 9); Galindo-Tovar had no access to any records of the marriage. She spent the last financial resources to pay her attorney to conduct limited document depositions in mid Jan. 2015 to get some of the answers needed. On Feb. 6, Galindo-Tovar filed a Motion for Sanctions for violations

of Discovery, the Temporary Order and the DVPO. Part of the relief requested was an extension of the Feb. 9 Discovery cut off date. Tafoya was also served with the first three sets of Requests for Admissions.

On Mar. 9 at the scheduled pre-trial conference, numerous discovery issues were still pending as well as examples of inconsistencies in answers provided by Tafoya were discussed. The sanctions motions were still pending, results from document depositions were still coming in, therefore a pre-trial memorandum and pre-trial order was premature. Pre-trial issues were not addressed and a continuance was in order. Due to legal conflicts with immigration hearings and medical appointments, Galindo-Tovar's attorney requested a new trial date to commence late July or beginning of August. The court was focused on mediation and set trial to begin two and half months earlier than the request for May 18 instead, extended discovery for a very short period to Apr. 9. Galindo-Tovar objected because extensive preparation was needed for trial and immigration hearings simultaneously, furthermore missing discovery compounded the problem. Tafoya was ordered to comply with discovery by Mar. 13 or face "consequences".

Mar. 13 came and went without compliance and most certainly without any consequences. Galindo-Tovar moved to lift the stay on sanctions, prepared Request for Admissions Set Four and on Mar. 25 Tafoya was personally served Set Four. Court ordered mediation, failed on Apr. 22 for obvious reasons; an intransigent DV perpetrator with control issues is not likely to settle. On Saturday, Apr. 25 the court denied Motions for Sanctions

regarding Discovery. The court record shows that not only was signed on Saturday, but it was denied, in part, for mootness. The court mistakenly believed it was part of a separate ruling that addressed medical payments on Apr. 10. CP 85-88

Apr. 27 Galindo-Tovar informed the court in the Joint Confirmation of Trial Readiness that a Pre-Trial Memorandum would be filed shortly.

A Motion to Reconsider Sanctions along with a Memorandum of Points and Authorities was filed. The motion was quickly denied.

A Pre-Trial order was concurrently issued. Galindo-Tovar immediately filed a draft of the Pre-Trial Memorandum. Galindo-Tovar objected to the Pre-Trial order because it was ordered before receipt of the Memorandum and it was based on a hearing two months prior that had no discussion of pre-trial matters. The court erred again and denied the objection, despite the evidence contained in the March 9 transcript filed as an exhibit with the motion.

Just prior to trial, the case was brokered out and reassigned to a new Judge and courthouse. Proceedings began with an incomplete case file, but Judge Galvan acknowledged reading Galindo-Tovar's Pre-Trial Memorandum and Trial Brief. The memorandum laid out a long list of uncontested facts cross-referenced to four sets of admitted Requests for Admissions. It also set forward a clear list of ten items of Disputed Issues of Fact and Law. The Judge without having heard the case or reading all files pertaining to trial, disputed \$147,000 in assets in which Galindo-Tovar explained had been secured by Requests for Admissions.

Trial was set for June 1.

Proceedings began on June 1, 2015 with several pre-trial matters still pending.

Galindo-Tovar's Opening Argument begins at RP June 1 at 17. At RP June 1 at 23-27 Galindo-Tovar testified how the Admissions were secured and quoted three cases on CR 36, application. She concluded her opening by reiterating the ten items of Disputed Issues of Fact and Law RP June1 at 27-29.

Judge Galvan replied," Ms. Galindo-Tovar, I understand what you're saying about admissions and having those admitted and being fact, but I'm not going to do that. This is a court of justice as well as a court of law, and I understand that there's rules. Those rules are looked at holistically, and just because he didn't admit them doesn't mean that he can't rebut them. So the Court is going to allow that... If you think you're going to get a maintenance award for ten years, that's not going to happen." RP June 1 at 34-35.

By stating at trial to both Galindo-Tovar and Tafoya that Tafoya could rebut the rules, Galindo's presentation of evidence was thrown off by Galindo continuing to present her case by the actual rules, while Tafoya was encouraged to rebuttal.

Here we see the trial judge has deviated from the rule, allowing rebuttal of secured admissions and requiring Galindo-Tovar to prove them. A logical catch-22 resulted. Galindo-Tovar relied on the rule not to have to prove admitted facts, the court doesn't follow the rule insisting on proof but refusing to go line by line, not granting additional time to present that proof, all the while the court wanted the issues narrowed which is the very purpose of the rule rejected by the court.

Judge Galvan's comment that she would not grant ten years of Maintenance is puzzling. At no point in the record had Galindo-Tovar requested ten years. She had asked for Maintenance consistent with the lifestyle she had while married (\$60-70-80,000 joint income increasing annually), and that it continue until she had been made whole from physical and psychological injuries from Tafoya's DV, and an additional Compensatory or SEBE Maintenance be established for Tafoya's Dissipation and Destruction of separate and community property belonging to Galindo-Tovar (\$147,700 in admitted separate property and her share of \$39,172 in admitted community property). These requests were within the statutory factors outlined in RCW 26.09.090 and relevant case law.

This Court has held that Domestic Violence testimony is allowable to determine maintenance; it is not an erroneous consideration of fault or marital misconduct. On the contrary, Judge Galvan emphatically stated, "I am not going to sit here and try domestic-violence cases, so move on" RP June 1 at 98.

The trial itself lasted a short two and a half days. Judge Galvan finally applied the non-discretionary elements of Rule 37 and sanctioned Tafoya \$ 9,561.14 for not answering CR 33 Interrogatories, finding him in contempt and intransigent but declined further sanction.

In the 395 pages of proceedings after the start of the opening argument, fully 125 pages of trial time (31.6%) was spent re-litigating facts already admitted to in Requests for Admissions. Only a minute portion of those facts could be re-litigated in the time allotted, but the evidence submitted confirmed the re-examined

portions. The Trial Court valued the \$147,700 list at \$15,000 and the \$9,700 list at \$10,000. Both lists were valued using the same method in preparing the Admissions. Without explanation, the court affirmed the analysis of the shorter list (6 pages), but steeply discounted the much longer list (35 pages) nearly 90%.

In consuming so much trial time on conclusively established matters, the trial court would not take any testimonial evidence on the extent of DV injury, its' extent nor treatment plans. Although acknowledging the need for maintenance to treat those injuries, the trial court awarded an arbitrary, unjust and inadequate amount.

## II. Assignments of Error

### Assignments of Error

No. 1 Failure of the court to apply Rule 36. The court disregarded four sets of Admitted Requests for Admission, did not treat them as adjudicated facts, and required Petitioner Galindo-Tovar to re-litigate those issues. The court erred in requiring this cumulative evidence and not giving full effect to appellant Galindo-Tovar's requests for admissions, which under the rule were automatically deemed admitted because they were not answered within thirty days.

No. 2 The Trial Court erred in refusing any Domestic Violence evidence, nor testimony, mischaracterizing it as evidence of misconduct or fault. The petitioner Galindo-Tovar a domestic violence victim, prayed for relief in the form of additional maintenance to treat and rehabilitate medical, dental and psychological injuries. Many of those injuries were left untreated

while Galindo-Tovar was embroiled in two legal battles in addition to and related to her Dissolution action. The Trial Court arbitrarily awarded inadequate maintenance without considering the required factors of RCW 26.09.090

#### Issues Pertaining to Assignments of Error

No. 1 Is the court required to apply Rule 36? Yes. The court disregarded four sets of Admitted Requests for Admission. Is the court required to treat them as adjudicated facts? Yes. Did the court err in requiring cumulative evidence by re-litigating issues resolved by Rule 36 Admissions? Yes

No. 2 Did the Trial Court err in refusing Domestic Violence Testimony of medical, dental and psychological injuries, by mischaracterizing it as evidence of misconduct or fault? Yes. Did the Trial Court arbitrarily award inadequate maintenance without considering the required factors of RCW 26.09.090? Yes.

### III. STATEMENT OF THE CASE

#### A. Parties Marriage and Breakup

On Apr 24, 2009 Christopher Tafoya and Guadalupe Galindo-Tovar were married in Seattle, WA. Both worked hard, earning a combined income in the \$60-80,000 range and remained debt-free. At the end of their marriage, Tafoya was employed by Washington State Ferries and Galindo-Tovar operated the family

business " In His Hands" a general services company doing property management, maintenance and landscaping. After expenses, they had \$2-3,000 per month disposable income that they saved, dined out, donated to charity and every year took 4-5 weekend outings and at least one 3 week vacation to Florida, California, Oregon or Utah.

Tafoya admits long history of Domestic Violence and chronic injuries to Galindo-Tovar. In 2011, Tafoya was charged with Assault in the Second Degree-Domestic Violence for Attempted Strangulation. Tafoya plead down to DV IV with two years of probation. Less than 5 months after probation ended, on February 9, 2014 Tafoya engaged in a life threatening vehicular assault and false reporting against Galindo-Tovar, irretrievably breaking their marital relationship.

Galindo-Tovar sustained injuries from this incident in her back, neck, ankle, shoulder and arm, while struggling to hold on at 40 miles per hour to a fast moving, swerving vehicle driven by Tafoya. In the weeks before, he fractured/deviated her nose, damaged her teeth and ears. Galindo-Tovar has also been diagnosed with Post Traumatic Stress Disorder caused by Tafoya's Domestic Violence.

Galindo-Tovar was too traumatized to speak; she was arrested based on Tafoya's false report. Later when the facts came out the all charges were dismissed. By then, Tafoya had taken possession of 100% of the property both separate and community. Within days, he drained all financial accounts and established new ones in his name. Furthermore, he retained Galindo-Tovar's entire documentation (passport, immigration records, diplomas, cell

phone/PDA, etc.) Galindo-Tovar was left destitute and homeless facing three separate interconnected legal battles at separation.

## B. Pre-Trial Proceedings

A DVPO and temporary order was entered in Aug. and Sept. 2014 respectively ordering \$1000/ month maintenance, reimbursement of medical expenses for Domestic Violence injuries, and return of Galindo-Tovar's documents. Temporary order CP 30, DVPO declaration CP 48

Tafoya's attorney ceased representation for cause (concealment of DV, placing her in CR 11 jeopardy). Before withdrawal, Galindo-Tovar's attorney served Tafoya through counsel with standard CR 33 interrogatories and a CR 26 (i) conference was scheduled CP 34 & 36. Tafoya was instructed to answer interrogatories, by counsel and Galindo-Tovar's attorney. He complied with neither. An Order to Compel was entered on Dec. 9, 2014 CP 39. He did not comply with the order. Discovery cut off was imminent (Feb. 9), Galindo-Tovar had no access to any records of the marriage. She had planned to pay counsel for representation at trial but had to spend the last financial resources to pay her attorney to conduct limited document depositions in mid Jan. 2015 to get some of the answers needed. Tafoya finally provided an incomplete, vague, erroneous response several weeks after the deadline. On Feb. 6, Galindo-Tovar filed a Motion for Sanctions for violations of Discovery, the Temporary Order and the DVPO CP's 45 & 46. Part of the relief requested was an extension of the Feb. 9 Discovery cut off date. Tafoya was served with the

first three sets of Requests for Admissions CP's 47, 48 & 49.

On Mar. 9 at the scheduled pre-trial conference, numerous discovery issues were still pending and examples of inconsistencies in answers provided by Tafoya were discussed. The sanctions motions were still pending, results from document depositions were still coming in, therefore a pre-trial memorandum and pre-trial order was premature. The Trial Court was focused on resolving the entire matter through mediation. Galindo-Tovar raised two objections to the likelihood of mediation success. One the history of DV and the appropriateness of mediating DV cases and Two the pending Discovery contempt issues RP Mar. 9 at 5. The Court states, " I take it this is the petitioner's point... this impedes the attempt at mediation...I would, if possible, like to have on track the option of mediation." RP Mar. 9 at 16. Mediation was set for Apr.22. "But our mediation date still works." RP Mar. 9 at 20. The Court ended the hearing, "I wish you well at the mediation." RP Mar. 9 at 28.

The trial was continued until May 18 over the objection of Galindo-Tovar. She asked for a late July to early August date because of immigration hearing conflicts and delayed health care. RP Mar. 9 at 19-23. The Court ruled," if any party...has good cause to move to continue the trial date, either party may do that..." RP Mar. 9 at 23.

Discovery was extended to Apr. 9. Tafoya was ordered to comply with Discovery by Mar. 13 and the motions for sanctions were stayed pending compliance with discovery "... what we really want is compliance with orders ... Mr. Tafoya ...if that doesn't happen there could be consequences...that potentiality remains"

RP Mar. 9 at 27-28.

Mar. 13 came and went without compliance. Galindo-Tovar moved to lift the stay on sanctions. Numerous attempts were made by Galindo-Tovar informing the court of the effect Tafoya's intransigence was having on trial preparation, yet the court continued to reserve and move forward 'full steam ahead'. CP 123

Galindo-Tovar prepared Request for Admissions Set Four and on Mar. 25 Tafoya was personally served.

Court ordered mediation failed on Apr. 22

Saturday Apr. 25 the court denied Motions for Sanctions CP 89.

Apr. 27 Galindo-Tovar informed the court in the Joint Confirmation of Trial Readiness that a Pre-Trial Memorandum would be filed shortly CP 90.

A Motion to Reconsider along with a Memorandum of Points and Authorities was filed May 1 with the Mar. 9 hearing transcript attached for the court's review CP 96. The motion was denied CP 97.

A Pre-Trial order was issued the same day CP 101. Galindo-Tovar immediately filed a draft of the Pre-Trial Memorandum containing a long list of Undisputed Facts with references to the four sets of Admitted Requests for Admissions CP 103. Galindo-Tovar objected to the Pre-Trial Order because it was based on a hearing two months prior that did not address pre trial issues, furthermore the order made no reference to the Undisputed Facts nor what were the Disputed Issues of Fact and Law. Repeatedly, Galindo-Tovar sought resolution of multiple minor issues pre trial because Judge Bradshaw would only grant 3 to 4

days for trial. The court erred again and denied the objection, insisting on the propriety of the order, despite the evidence of the filed March 9 transcript showing no discussion of pre-trial matters.

Despite the previous ruling of RP March 9 at 23, no continuance would be considered or granted.

### C. New Judge, Trial and Decree

Just prior to trial, the case was brokered out and reassigned to a new Judge and courthouse. Proceedings began May 27 with an incomplete case file, but Judge Galvan acknowledged reading Galindo-Tovar's pre trial memorandum CP 103. The memorandum laid out a long list of uncontested facts cross-referenced to four sets of admitted Requests for Admissions. It also set forward a clear list of ten items of Disputed Issues of Fact and Law. The Judge disputed \$147,000 in assets in which Galindo-Tovar explained had been secured by Requests for Admissions. Trial was set for June 1.

Proceedings began on June 1, 2015 with several pre-trial matters still pending. Specifically:

1) What sanctions for Discovery violations would be applied to Tafoya?

2) Issues regarding Spoliation (Tafoya had destroyed records and witness contact information was still in Tafoya's control namely: Joe Westling, Bethany Narita, Greg Garcia, Erick Splitberguer and Silvia Reyes). These witnesses would have verified the life style, property values, cash in the home and other items in the requests for admissions. They were timely disclosed in the witness list for trial CP 91. Repeatedly, Mr. Tafoya defied court

orders to produce or release control over the phone records that would have allowed contact with those witnesses. CP 86-88

3) What were the "special considerations" previously granted by Judge Bradshaw but now in Judge Galvan's hands?

4) Tafoya had not submitted a KCLCR 26 (k) Witness List, a KCLCR 4 (a) Exhibit List, he did not object to any witness or exhibit in the Joint Statement of Evidence, nor had he filed a trial brief and notebook, what evidence would he now be allowed to present last minute?

Galindo-Tovar's Opening Argument begins at RP June 1 at 17. At RP June 1 at 23-27 Galindo-Tovar testifies how the Admissions were secured and quotes three cases on CR 36 application. She concludes her opening by reiterating the ten items of Disputed Issues of Fact and Law RP June 1 at 27-29.

Judge Galvan denies admissions again RP June 1 at 34-35. All evidence was admitted RP June 2 at 5. The trial itself was shortened to two and a half days and the court limited testimony to property matters only. Several witnesses to DV and lifestyle issues establishing the basis for maintenance were not allowed to testify.

However, those witnesses were all timely disclosed and the trial court excluded these witnesses based on a misunderstanding of the law and issues in the case. The trial court excluded Domestic Violence witnesses and limited Galindo's Tovar ability to question called witnesses on Domestic Violence matters. That action violated the presumption of allowing witnesses to testify established by court rules and case law. Both statute and case law required the trial court to consider all factors related to the determination of maintenance.

The court entered a decree and findings of fact and conclusions of law that had mathematical errors and internal contradictions. Primarily, the principle judgment amount of \$19,000 does not include the amounts awarded from the bank accounts listed in the same document section 3.2. In fact, the money awarded in 3.2 appears nowhere in the judgment summary. The \$19,000 comes from section 2.21 of the findings of fact and conclusions of law. Secondly, medical expenses awarded in 3.5 also do not appear in the summary.

#### D. Current Situation

Today, Galindo-Tovar has received less than half of the maintenance ordered and a small amount toward the principle judgment (\$2,510). She is on Medicaid receiving minimal care. Tafoya makes payments on an irregular basis and continues to operate a vehicle lent to Galindo-Tovar for which she is ultimately liable in the thousands to its' owner.

Galindo-Tovar medical condition has worsen, with the exception of her orthodontic treatment that has partially rehabilitated damage to Galindo-Tovar's jaw and teeth due to Domestic Violence, which continuation of this treatment is in jeopardy due to Tafoya's non-payment and cancellation of dental insurance against previous court orders.

Galindo-Tovar currently has renewed her disability pass to continue discounts for transportation.

Galindo-Tovar continues receiving help from food banks and woman's shelters for clothing, highline products and other basic

needs.

Galindo-Tovar is in debt thousands of dollars for the loans she needed to take from friends and family members that helped since the Separation to pay for attorney's fees and other costs.

Galindo-Tovar no longer has the impeccable credit she maintained all her life and continues to receive calls from collection agency's for the medical amounts that Tafoya was court order to pay.

#### IV. SUMMARY OF ARGUMENT

In accordance with RAP 3.1, Galindo-Tovar is the aggrieved party seeking review. She seeks review under the following grounds: CR 59 (a) (1) Irregularity, CR 59 (a) (6) Error in assessment of Judgment, CR 59 (a) (8) Error in the law, RAP 2.3 (b) (3) Superior court has departed from acceptable and usual course of judicial proceedings and finally CR 59 (a) (9) Substantial justice has not been done.

#### APPLY RULE 36 REQUESTS FOR ADMISSIONS

The trial court abused its' discretion by ignoring property values and amounts conclusively established under CR 36 by unanswered Requests for Admissions. The Requests were made under the intent of the Rule to establish uncontested facts. . "Thus, the purpose of CR 36 requests is to help determine what facts need not be proven at trial. See Willener v. Sweetling, 107 Wn. 2d 388, 730 P. 2d 45 (1986). Properly drafted requests for admission can

define the issues and expedite the trial..." Washington Practice Series Vol. 3A 6<sup>th</sup> Edition p. 822. " CR 36(a) specifies that request for admission may ask a party to admit one of four things: (1) the truth of statement of fact; (2) the truth of a opinion relating to a factual matter; (3) the truth of the application of law to fact; or (4) the genuineness of specified documents." *Id.* p.823. "Requests for admission pertaining to things other than documents are also permissible. For example, a request could be submitted pertaining to tangible things, property, demonstrative trial exhibits, and the like." *Id.* p. 825. This abuse of discretion cost Galindo-Tovar \$147,700 and a high percentage of \$39,172. in un-awarded judgment.

#### REMAND FOR MAINTENANCE DETERMINATION

The trial court manifestly abused its' discretion in the award of maintenance. By not weighing the factors of RCW 26.09.090 and not hearing testimonial evidence on the extent of DV injuries and the costs in time and money to rehabilitate them, the award of \$1,000 semi-monthly for one year was arbitrary, unjust and inadequate. The doctors who have examined Galindo-Tovar haven't reached a conclusion on when her rehabilitation would be complete. It was unreasonable for the court to reach a conclusion while excluding medical evidence. Furthermore, Tafoya has refused to pay court ordered medical bills and the additional costs in interest, late charges and ruined credit continues to harm Galindo-Tovar.

A more appropriate award would have covered the tens of

thousands in untreated DV injuries (\$50,000 est. in dental damage alone). Their lifestyle alone warranted a minimum of \$1,250 semi-monthly. A modifiable three year award, an amount able to cover expenses and the additional medical/dental insurance to cover pre-existing DV injuries, would have been more reasonable. The one year award was arbitrary without rehabilitation testimony.

Normally temporary orders are not changed without a materiel change of fact. Early in the case, Galindo-Tovar's attorney drafted and was granted within the Temporary Order full reimbursement of DV rehabilitation costs, besides maintenance. CP 30 Without explanation, nor evidence indicating a materiel fact change, Judge Galvan set aside expense reimbursement despite Tafoya's history of non-payment and Galindo-Tovar's delayed treatment.

#### ON THE ISSUE OF COMPENSATORY MAINTENANCE

This case involved the dissipation, retention, and destruction of, assets by one party. The other party, Galindo-Tovar in both the pre-trial memorandum and trial brief sought appropriate relief in Compensatory Maintenance and court ordered insurance to protect the payment of that relief. The trial court abused its' discretion by ignoring these remedies, neither granting nor denying them while reviewing pre-trial memorandum and trial brief.

#### V. ARGUMENT

## APPLY RULE 36 REQUESTS FOR ADMISSIONS

The respondent Tafoya was found in contempt and intransigent, and the petitioner Galindo-Tovar was awarded \$19,000 after offset (\$15,000 in personal separate property and \$6,000 60% of \$10,000 in community tangible property). Judge Galvan abused her discretion by ignoring Rule 36. Galindo-Tovar had secured Four sets of unanswered Requests for Admissions that conclusively established the value of separate property at \$147,700 and the value of community property at \$39,172. This abuse of discretion cost Galindo-Tovar \$147,700 and a high percentage of the \$39,172 in un-awarded judgment.

Prior to the first discovery cut-off date Tafoya was personally served Three sets of Requests for Admissions. He answered none of them. Set One established the tax situation surrounding the marriage and business controlled by Tafoya, his responsibility to pay back taxes and the presence of at least \$13,500 in cash at home on the day of separation. Set Two established the incidents of Domestic Violence and the types of injury sustained by Galindo-Tovar. Set Three established that 100% of the physical property in the marriage both separate and community was in the care, custody and control of Tafoya and established the veracity of the lists of the property prepared by Galindo-Tovar shortly after separation.

Set Four was prepared with subpoenaed bank records and values placed on the admitted extensive property lists from Set Three. It established the community had \$29,472 in accounts, uncashed checks, cash in the home and collections of coins and

currency. The extensive physical property (a 41 page list) required two large moving trucks to move it two weeks prior to the separation date. The bulk of the items were brought into the marriage by Galindo-Tovar. Culturally, she comes from a nation with corrupt financial and governmental institutions; it is normal in her culture to store wealth in cash and tangible property. Her property was given a value of \$147,700 using the garage sale standard. It included: automotive tools, landscaping equipment, office equipment, home and office furniture, catering equipment, salon quality beauty supplies and janitorial equipment from previous enterprises; extensive sports and recreational equipment (motorcycle, rock climbing, golf, ski, etc) and appropriate wardrobes from previous employment in exclusive Park City, UT ski resorts; as well as an extensive professional and corporate casual accessorized wardrobe featuring at minimum 320 pairs of ladies shoes, also included were 5 oz. of gold bullion coins. The separate list of community physical property was valued at \$9,700 using the same method.

When confronted with the list in court Judge Galvan stated twice, " I'm (we're) not going to go through every single one of these items." RP June 2 at 68.

Set Four was personally served to Tafoya on March 25<sup>th</sup> two weeks prior to the second discovery cut-off date. Again, Tafoya did not answer.

The use of Requests for Admissions to establish the fact of the amount in controversy is within the proper application of Rule 36. By conclusively establishing damage amounts; it narrows the focus of the trial to contested issues which is the very purpose of

Rule 36. The following case illustrates this very purpose:

"[2] ...Second, \$3,774.97 of the medical expenses were conclusively established as a result of Lackie's responses to requests for admissions. Under CR 36(b), "[a]ny matter admitted under this rule is conclusively established unless the court on motion permits withdrawal or amendment of the admission." (Italics ours.) The admissions were neither withdrawn nor amended.

The \$2,217.65 verdict indicates that the jury did not follow the trial court's instruction 20. The instruction required the jury to award at a minimum the \$3,988.19 undisputed special damages, \$3,774.97 of which were conclusively established by virtue of the requests for admissions." Nichols v. Lackie 53 Wn. App 904,907 795 P.2d 722 (Div.2 1990).

The Nichols case revolved around a car accident and the medical costs were established by unanswered admissions. The trial court only had to establish negligence and additional damages for inability to work and loss of consortium.

Judge Galvan acknowledges reading pre trial memorandum CP 103, RP May 27 at 20. The memorandum laid out a long list of uncontested facts cross-referenced to the four sets of admitted Requests for Admissions. It also set forward a clear list of ten items of Disputed Issues of Fact and Law (i.e. the admissions did not make the main of the case a fate accompli).

The Judge disputed \$ 147,000 in assets in which Galindo-Tovar explained has been secured by Requests for Admissions. Judge Galvan interjected, " Yes. The Court's not going to – despite whatever the admissions that you are asking for, the court has to look at the reality of the situation; and that's not the reality that I

have, so I need to look at the other assets...” RP May 27 at 20-21. This assertion was made when the Judge had an incomplete file and by her statement clearly misunderstood that the Requests had been admitted not merely “asked for”.

Judge Galvan asked, “Mr. Tafoya did you ever fill out those Requests for Admissions, those Interrogatories? Did you ever fill those out?” RP May 27 at 33. Tafoya incorrectly answered in the affirmative; he partially answered Interrogatories after their deadlines, but never answered any of the four sets of hand delivered Requests for Admissions. Judge Galvan later states, “...I’ll look at Requests for Admissions...” RP May 27 at 35.

Galindo’s Opening Argument begins at RP June 1 at 17. At RP June 1 at 23-27 Galindo-Tovar testified how the Admissions were secured and quotes three cases on CR 36 application. She concluded her opening by reiterating the ten items of Disputed Issues of Fact and Law RP June 1 at 27-29.

Judge Galvan replied,” Ms. Galindo-Tovar, I understand what you’re saying about admissions and having those admitted and being fact, but I’m not going to do that. This is a court of justice as well as a court of law, and I understand that there’s rules. Those rules are looked at holistically, and just because he didn’t admit them doesn’t mean that he can’t rebut them. So the Court is going to allow that. ...” RP June 1 at 34-35.

Here we see the trial judge has deviated from the rule, allowing rebuttal of secured admissions and requiring Galindo-Tovar to prove them. “The plaintiff may still rely on the admissions of the defendant in support of his motion. The plaintiff’s requests for admissions, because they were not timely answered, must be

treated as admitted. CR36” Melby v. Hawkins Pontiac 13 Wn. App. 745 (Div. 2 1975). In the Melby case, the trial court incorrectly allowed rebuttal evidence to be considered as proof of contributory negligence, but the appellate court ruled that evidence moot because of the admissions. Melby had purchased an expensive sports car that spent months in the shop. He sued and secured an admission that the car was defective when sold to him. Rebuttal evidence that Melby misused the vehicle and contributed to it needing repairs was moot, because it was deemed defective in the first place according to the unanswered requests for admissions.

The following Federal cases are advisory to this Court on this matter. “ It is further ordered and adjudged by this court that on remand the District Court and the new Auditor-Master shall give full effect to appellant Rainbolt’s requests for admissions, which were automatically deemed admitted because they were not answered within thirty days. “Rainbolt v. Johnson 669 F.2d 767 (1981). “In form and substance a Rule 36 admission is comparable to an admission in pleadings or a stipulation drafted by counsel for use at trial, rather than an evidentiary admission of a party. Unless a party securing an admission can depend on its binding effect, he cannot safely avoid the expense of preparing to prove the very matters on which he has secured the admission, and the very purpose of the rule is defeated.” U.S. v. 2204 Barbara Lane 960 F.2d 126 (1992) quoting the Advisory Committee on Rules.

In the 395 pages of proceedings after the start of the opening argument, fully 125 pages of trial time (31.6%) was spent re-litigating facts already admitted to in Requests for Admissions. The Trial Court valued the \$147,700 list at \$15,000 and the \$9,700

list at \$10,000. Both lists were valued using the same method in preparing the Admissions. The court affirmed the analysis of the shorter list (6 pages), but steeply discounted the much longer list (35 pages) nearly 90%.

The Trial Court's rationale was given in sec. 2.1 # 5 and 6 of the Findings of Fact and Conclusions of Law CP 118. The volunteer financial planner that the court relied upon had never visited the home and only testified, in regards to personal property, to the quality and variety of clothing worn by Galindo-Tovar in the hundreds of encounters he had with her. Furthermore, the business property was on the separate property list (brought into marriage) not the community property list.

Judge Galvan's ruling here is obviously contrary to the principles given in these four citations. This Court should overrule the principle judgment amount from \$19,000 to \$169,203.20 (\$147,700 Galindo-Tovar's physical property, 60%-65% of \$9,700 community physical property, 60%-65% of \$29,472 community cash in the home and banks, minus \$2000 IRS offset)

This court should overrule the 2000 IRS offset, because Tafoya did not turn in this evidence on time skipping court proceedings and granted extensions of time. Not only Galindo-Tovar objected but was not allowed proper to review the information previous to trial.

## REMAND FOR MAINTENANCE DETERMINATION

Repeatedly the court refused to hear any testimony and

evidence regarding DV injuries and rehabilitation needs. The trial court only awarded one year of Maintenance at \$1,000 semi-monthly to cover all treatments for DV injuries and Galindo-Tovar's unemployability. It is unclear from the Decree and the Findings of Fact and Conclusions of Law how the court arrived at that decision.

Due to Tafoya's many violations of mutual restraints and concurrent legal battles, Galindo-Tovar's rehabilitation has been delayed. Tafoya cancelled her insurance and repeatedly he failed to pay the court ordered costs. She did not have the money for simple co-pays. The need for treatment and its' delay was documented in the medical records including statements from doctors ( Psychiatrist, Radiologist, Otolaryngologist, GP Physician, Gynecologist, Physical Therapist, Counselor, Dentist, Orthodontist, Prosthodontist). These statements were provided to the court by Galindo-Tovar (Petitioner exhibits 20, 24, 100-108,113 &148 CP 92; none of which were placed in the record although admitted RP June 2 at 5)

It was arbitrary to make a ruling on rehabilitation time, when the experts that have examined Galindo-Tovar's injuries have not finalized a treatment plan themselves. The court did not avail itself to any expertise in these areas. In addition, Galindo-Tovar provided excerpts from the DSM V describing the limitations of PTSD and letters from her mental health providers in her exhibits. Pet. Ex.108 and RP's June 1 at 13-15, June 3 at 26 & 145. Psychiatric therapy is required to return her to the workforce, but it is unknown how long that will take.

Contrary to the temporary order that specifies that Tafoya was to pay for the injuries even out of pocket, Galindo-Tovar is still

paying to collection agencies for medical bills from 2014 that Tafoya was court ordered thrice to pay and still has not paid, in fact Tafoya is \$14,000 in arrears on his maintenance payments. These debts, including others concealed by Tafoya, continue to accrue interest and harm Galindo-Tovar's credit. Ability to pay is not an issue. Tafoya is employed by the State making about \$65,000.

Presently, Galindo-Tovar is on Medicaid receiving minimal care. It is improper for the taxpayer to shoulder the burden when the responsible party who caused the harm has the ability to pay. Her time should be spent getting rehabilitated and returning to work, not navigating red tape.

A more appropriate award would have been \$1,250 semi-monthly for three years to attend to medical care, with an opportunity to modify yearly. Galindo-Tovar lived a \$60-80,000 lifestyle and had sustained multiple injuries from domestic violence (medical, dental and psychological) that limits her ability to earn. Many of those injuries were left untreated while Galindo-Tovar was embroiled in two legal battles in addition to and related to her Dissolution action. The Trial Court arbitrarily awarded inadequate maintenance without considering the required factors of RCW 26.09.090

The standard of review regarding a maintenance award is a Manifest Abuse of Discretion. Manifest Abuse is discretion exercised improvidently or thoughtlessly and without due consideration. It happens when the trial court's decision is clearly against the logic and the facts of the case.

Expert testimony confirmed lifestyle three years previous the separation of \$60-70,000 annually RP June 3 at 116 and

ongoing annual increase of income in the following years maximizing monthly voluntary deposit to state account of \$1,500. Also the Trial Court would not impute income from concealed side businesses despite expert testimony that monthly voluntary retirement contributions of nearly \$1,500 were much higher than the statistical norm for a person of that reported income level RP June 3 at 122-125. The court refused to sanction the concealment of side businesses.

During the trial, Judge Galvan refused testimony and witnesses regarding DV injury and extent RP June 2 at 41. Although the court ordered Maintenance”... to petitioner to allow her to cover her own continued medical care, portions of which are necessary due to the Domestic Violence...and due to her unemployability”; the judge heard no evidence that would properly establish amount and length of time. It is inappropriate for the court to make a ruling without hearing evidence. This was a manifest abuse of discretion. This court, has interpreted Manifest Abuse as follows, “[2] ...A manifest abuse of discretion is a decision manifestly unreasonable or exercised on untenable grounds or for untenable reasons. It is one that no reasonable person would have made.” Marriage of Tower 55 Wn. App. 697, 780 P.2d 863 (Div. 1 1989)

Right after Galindo-Tovar’s opening argument Judge Galvan stated, “... If you think you’re going to get a maintenance award for ten years, that’s not going to happen.” RP June 1 at 35. It seems that Judge Galvan had arbitrarily limited maintenance here without hearing evidence.

At no point in the record had Galindo-Tovar requested ten

years. She asked for Maintenance consistent with the lifestyle she had while married (\$60-80,000 joint income annually), that it continue until she had been made whole from physical and psychological injuries from Tafoya's DV, and an additional Compensatory or SEBE Maintenance be established for Tafoya's Dissipation and Destruction of separate and community property belonging to Galindo-Tovar (\$147,700 in admitted separate property and her share of \$39,172 in admitted community property). These requests were within the statutory factors outlined in RCW 26.09.090 and relevant case law.

This Court has held that Domestic Violence testimony is allowable to determine maintenance. It is not an erroneous consideration of fault or marital misconduct. Physical and emotional damage from abuse affects the ability of one to support oneself and is an allowable RCW 26.09.090 factor. " [10-13]... In order to substantiate that a party suffers from PTSD it must be shown that something traumatic occurred to cause the disorder—in this case, years of physical and emotional abuse... We hold that the trial court did not err in admitting and considering the evidence of physical abuse... with respect to Peggy's need for spousal Maintenance. Footnoted, We summarily reject James' contention that Peggy's only remedy for her damages resulting from the Physical abuse sounded in tort..." Marriage of Foran 67 Wn. App. 242, 834 P.2d 1081 "Only limitation on the amount and duration of maintenance award is that, considering all relevant factors specified in RCW 26.09.090, the award be just. In some cases, a life time award of maintenance may even be just.—Former spouses mental condition worsened post-decree. She obtained modification for one year. But

trial court, arbitrarily limited maintenance without considering all factors of 26.09.090 reversed and remanded.” Marriage of Spreen 107 Wn. App. 341, 28 P. 3d 769 (2001).

Judge Galvan later emphatically states, “ I am not going to sit here and try domestic-violence cases, so move on” RP June 1 at 98. Throughout the trial she refused to hear evidence of DV injuries and the costs in time and money to rehabilitate them. Galindo-Tovar sustained injuries in her back, neck, shoulders, arm, nose, teeth and ears. Galindo-Tovar has also been diagnosed with Post Traumatic Stress Disorder caused by Tafoya’s Domestic Violence. She manifests several symptoms listed in the DSM V for PTSD that severely limits her employability. Left untreated these injuries can worsen over time leading to more expense and lost wages.

Judge Galvan said the medical issues would be covered only within context of maintenance, and that maintenance is limited by marriage length, “so this may help, this may be therapeutic, but it’s not going to help me make that decision.” RP June 2 at 58. Later the trial court overstates Galindo-Tovar’s request for maintenance “ he’s not going to maintain you in that lifestyle for the rest of your life...” RP June 2 at 77. “... so don’t expect that he’s going to be supporting you longer than any time you were married...” RP June 2 at 78. “...You were married five years...You’re not going to be cared for the rest of your life. Get that out of your head right now.” RP June 3 at 60. Again, at no time in pleadings or testimony did Galindo-Tovar pray for lifetime maintenance, her prayer was to receive maintenance until her healthcare professional’s had deemed her rehabilitated from DV injuries.

It seems the trial court mischaracterized DV testimony as improper evidence of misconduct or fault. The logical question is, how could the court make a judgment on tenable grounds without evidence of the extent of injury and an estimation of rehabilitation time? A reasonable person would need that evidence to give the matter due consideration. The trial court stated, " I have had enough presentation that you need medical assistance and that you were a victim of domestic violence. I've made that finding" RP June 3 at 59. " I know that you need continuing healthcare for your mental health. I know that you need continuing healthcare for your physical health..." RP June 3 at 80. These statements are not consistent with due consideration and tenable grounds and the arbitrary award illustrates it.

The appellant prays this Court will reverse and remand the maintenance award, with instruction that Set Two Request for Admissions established the incidents of Domestic Violence and the types of injury sustained by Galindo-Tovar, furthermore, to hear the evidence of needed rehabilitation and determine appropriate maintenance amount and duration.

#### ON THE ISSUE OF COMPENSATORY MAINTENANCE

This Court has ruled in favor of Compensatory or SEBE maintenance in cases involving the dissipation or concealment of assets. Furthermore, this court has allowed that award to be insured to protect it from the demise of the payer.

"[4] A final factor that should be considered is Mr. Morrow's dissipation and probable concealment of assets ... We conclude

based on the compensatory nature of the maintenance award, SEE WASHBURN, the parties relative financial positions, the six factors listed in RCW 26.09.090, and Mr. Morrow's concealment and dissipation of assets, that the award was not an abuse of discretion. Mr. Morrow next argues that the trial court abused its discretion by requiring him to insure his maintenance obligation without first finding that term insurance was available to him and that it was affordable [5]... In the case at hand, the trial court reasonably assumed that term insurance was available and that its cost would be minimal in comparison to the total award... the court still retains power to modify the order based on unforeseen circumstances...” Marriage of Morrow 53 Wn. App. 579, 770 P.2d 197 (Div.1 1989)

Trial Court did not consider the raised issue of requiring life and disability insurance to protect petitioner's awarded claim until paid in full. Tafoya has coverage that exceeds Galindo-Tovar's claim provided by his employer. The beneficiary designation should reflect that claim until his debt in paid.

Upon remand Galindo-Tovar requests consideration of Compensatory Maintenance and court ordered life and disability insurance to insure payment of principle judgment and attorney's fees awarded.

## VI. CONCLUSION

Appellant Galindo-Tovar seeks relief from the assignments of errors as follows: 1) uphold the elements of the decree and findings for: a 65/35 split in favor of the economically

disadvantaged spouse Galindo-Tovar, the intransigence of Tafoya the award of fees for discovery violations, the finding that Galindo-Tovar is a domestic violence victim, the finding that Tafoya retained and/or destroyed Galindo-Tovar's separate property and retained all community property, and the actions of Tafoya fitting the definition of domestic violence pursuant to RCW 26.50.010,

2) Full force and effect of Galindo-Tovar's Requests for Admissions be applied and the decree modified to reflect the amounts stipulated in the Admissions \$147,700 in separate property of Galindo-Tovar and \$39,172 in community property, therefore the principle judgment in the decree would increased with the IRS offset. This element does not require a remand; rather this Court should merely order the correction in judgment amounts.

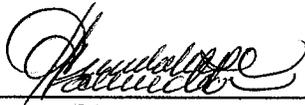
3) The issue of maintenance should be remanded, in part, for determination of amount and duration, with instruction that Set Two Request for Admissions established the incidents of Domestic Violence and the types of injury sustained and to hear the evidence of needed rehabilitation and determine appropriate maintenance amount and duration, furthermore, instruction to consider the establishment of a separate Compensatory or SEBE maintenance to pay the principle judgment amount and requiring Tafoya to continue life and disability coverage and Galindo-Tovar named beneficiary for the amount owed to insure Tafoya's debt.

4) Galindo-Tovar seeks that this court reflects in the Findings of Facts and Conclusions of Law the pre-existence of Tafoya's side businesses real estate, etc. and the sole ownership of Tafoya's Taxi Company which was formed with Galindo-Tovar's assets (raised at trial). Contempt and Intransigence appear in the

Facts, reflect that the increases of these accounts were made possible by Tafoya's retention of all Galindo-Tovar's assets.

11) Galindo-Tovar seeks that the court holds Tafoya responsible to pay for Galindo-Tovar's liabilities mentioned in the proposed decree, because they were created by Tafoya's contempt, intransigence and misconduct since the separation. This includes the return of the 2006 Ford Taurus to his owner, releasing Galindo for the liability of this vehicle. Galindo-Tovar seeks that the court, orders Tafoya to release the above mentioned vehicle and be reflected in both the Decree and the Findings of Facts and Conclusions of Law (See proposed decree)

Respectfully submitted, this 21<sup>th</sup> day of June 2016.



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Signature

Guadalupe Galindo-Tovar, Appellant Pro Se

## VII. APPENDIX

Decree of Dissolution  
Findings of Fact and Conclusions of Law  
Pre-Trial Memorandum  
Trial Brief  
Proposed Decree  
E-mail-s to Trial Judge's bailiff  
Court's list of Exhibits

# Decree of Dissolution

**Superior Court of Washington  
County of King**

In re the Marriage of:

Guadalupe Galindo-Tovar,

and

Christopher James Tafoya,

Petitioner,

Respondent.

No. 14-3-02524-0 SEA

Decree of Dissolution (DCD)

Clerk's action required

Law Enforcement Notification, ¶ 3.8

**I. Judgment Summaries**

**1.1 Real Property Judgment Summary:**

Does not apply.  Real Property Judgment Summary is set forth below:

Name of Grantor:	Name of Grantee:
Assessor's property tax parcel or account number:	
Or	
Legal description of the property awarded (including lot, block, plat, or section, township, range, county and state):	
	See Page _____ for full legal description

**1.2 Money Judgment Summary:**

Does not apply.  Judgment Summary is set forth below.

- A. Judgment creditor Guadalupe Galindo-Tovar
- B. Judgment debtor Christopher James Tafoya
- C. Principal judgment amount \$ 19,000.00
- D. Interest to date of judgment \$ \_\_\_\_\_
- E. Attorney fees \$ 9,561.14
- F. Costs \$ \_\_\_\_\_
- G. Other recovery amount \$ \_\_\_\_\_
- H. Principal judgment shall bear interest at 12 % per annum, if not paid in full within one year of date of entry of the Decree of Dissolution.
- I. Attorney fees, costs and other recovery amounts shall bear interest at \_\_\_\_\_ % per annum
- J. Attorney for judgment creditor \_\_\_\_\_

K. Attorney for judgment debtor

L. Other:

**End of Summaries**

**II. Basis**

Findings of Fact and Conclusions of Law have been entered in this case.

**III. Decree**

**It is decreed** that:

**3.1 Status of the Marriage**

The marriage of the parties is dissolved.

**3.2 Property to be Awarded the Petitioner**

The petitioner is awarded as separate property the property set forth in Exhibit \_\_\_\_\_. This exhibit is attached or filed and incorporated by reference as part of this decree.

The petitioner is awarded as separate property the property set forth in the separation contract or prenuptial agreement executed by the parties on (date) \_\_\_\_\_. The separation contract or prenuptial agreement is incorporated by reference as part of this Decree. The prenuptial agreement or, pursuant to RCW 26.09.070(5), the separation contract [ ] is [ ] is not filed with the court.

The petitioner is awarded as separate property the following property (list real estate, furniture, vehicles, pensions, insurance, bank accounts, etc.):

- Sixty percent of the value of respondent's PERS II retirement account as of February 26, 2014, pursuant to a QDRO, executed consistent with the court's ruling.
- Sixty percent of the value of respondent's Deferred Compensation account as of February 26, 2014, pursuant to a QDRO, executed consistent with the court's ruling
- Sixty percent of the value of the Chase Bank Account, valued at \$7,832.49, for a total of \$4,429.49. (Exhibit 1)
- Sixty percent of the value of the Bank of America business account, valued at \$3,213.11, for a total of \$1,927.87. (Exhibit 2)
- Sixty percent of the value of the Bank of America joint account ending is 0050, valued at \$561.86, for a total of \$337.12. (Exhibit 3)
- Sixty percent of the value of the Bank of America joint account, valued at \$576.03, for a total of \$345.62. (Exhibit 4)
- Sixty percent of the value of the Bank of America account, valued at \$110.19, for a total of \$66.11. (Exhibit 5)

Other:

**3.3 Property to be Awarded to the Respondent**

The respondent is awarded as separate property the property set forth in Exhibit \_\_\_\_\_. This exhibit is attached or filed and incorporated by reference as part of this decree.

- The respondent is awarded as separate property the property set forth in the separation contract or prenuptial agreement referenced above.
- The respondent is awarded as separate property the following property (list real estate, furniture, vehicles, pensions, insurance, bank accounts, etc.):

- Forty percent of the value of respondent's PERS II retirement account as of February 26, 2014, pursuant to a QDRO, executed consistent with the court's ruling.
- Forty percent of the value of the Chase Bank Account, valued at \$7,832.49, for a total of \$3,403.00. (Exhibit 1)
- Forty percent of the value of the Bank of America business account, valued at \$3,213.11, for a total of \$1,285.24. (Exhibit 2)
- Forty percent of the value of the Bank of America joint account ending in 0050, valued at \$561.86, for a total of \$224.74. (Exhibit 3)
- Forty percent of the value of the Bank of America joint account, valued at \$576.03, for a total of \$230.41. (Exhibit 4)
- Forty percent of the value of the Bank of America account, valued at \$110.19, for a total of \$44.08. (Exhibit 5)

Other:

### 3.4 Liabilities to be Paid by the Petitioner

- Does not apply.
- The petitioner shall pay the community or separate liabilities set forth in Exhibit \_\_\_\_\_. This exhibit is attached or filed and incorporated by reference as part of this decree.
- The petitioner shall pay the community or separate liabilities as set forth in the separation contract or prenuptial agreement referenced above.
- The petitioner shall pay the following community or separate liabilities:

<u>Creditor</u>	<u>Amount</u>
-----------------	---------------

Other:

Unless otherwise provided herein, the petitioner shall pay all liabilities incurred by the petitioner since the date of separation.

### 3.5 Liabilities to be Paid by the Respondent

- Does not apply.
- The respondent shall pay the following community or separate liabilities:

<u>Creditor</u>	<u>Amount</u>
-----------------	---------------

Medical debt to Group Health in petitioner's name	\$700.00
Medical expenses in petitioner's name	\$814.89
IRS Tax Debt	Remaining Balance .
The court offset the judgment in an amount equal to what would have been the Petitioner's portion of the debt.	

Other:

Unless otherwise provided herein, the respondent shall pay all liabilities incurred by the respondent since the date of separation.

### 3.6 Hold Harmless Provision

- Each party shall hold the other party harmless from any collection action relating to separate or community liabilities set forth above, including reasonable attorney's fees and costs incurred in defending against any attempts to collect an obligation of the other party.
- Other: Any party found in contempt for failing to comply with the provisions of this order may be responsible for the opposing party's attorney fees.

### 3.7 Maintenance

- Does not apply.
- The  petitioner  respondent shall pay maintenance as set forth in Exhibit \_\_\_\_\_. This exhibit is attached or filed and incorporated by reference as part of this decree.
- Maintenance shall be paid as set forth in the separation contract or prenuptial agreement referenced above.
- The  petitioner  respondent shall pay \$ 1,000.00 maintenance. Maintenance shall be paid  weekly  semi-monthly  monthly, on the 15<sup>th</sup> and 28<sup>th</sup> of every month. The first maintenance payment shall be due on (date) 7/15/2015. Maintenance payments shall be made for a period of one year.

The obligation to pay future maintenance is terminated upon the death of either party or the remarriage of the party receiving maintenance unless otherwise specified below:

Payments shall be made:

- directly to the other spouse.
- to the Washington State Child Support Registry (only available if child support is ordered).
- to the clerk of this court as trustee for remittance to the other spouse (only available if there are no dependent children).
- If a maintenance payment is more than 15 days past due and the total of such past due payments is equal to or greater than \$100, or if the obligor requests a withdrawal of accumulated contributions from the Department of Retirement Systems, the obligee may seek a mandatory benefits assignment order under Chapter 41.50 RCW without prior notice to the obligor.
- The Department of Retirement Systems may make a direct payment of all or part of a withdrawal of accumulated contributions pursuant to RCW 41.50.550(3).
- Other:

### 3.8 Restraining Order

- No temporary personal restraining orders have been entered under this cause number.
- All temporary Restraining Order(s) signed by the court under this cause number are terminated. **Clerk's Action.** The clerk of the court shall forward a copy of this order,

on or before the next judicial day to: \_\_\_\_\_ law enforcement agency where *the protected person* resides which shall enter this order into any computer-based criminal intelligence system available in this state used by law enforcement agencies to list outstanding warrants.

- The parties shall comply with the final Restraining Order signed by the court on this date or dated \_\_\_\_\_, under this cause number. The Restraining Order signed by the court is approved and incorporated as part of this decree.

### 3.9 Protection Order

- Does not apply.  
 The parties shall comply with the  domestic violence  antiharassment Order for Protection signed by the court on this date, originally issued under cause number 14-2-19857-4 KNT, and consolidated under cause number 14-3-02524-0 SEA. The Order for Protection signed by the court is approved and incorporated as part of this decree.

### 3.10 Jurisdiction Over the Children

- Does not apply because there are no dependent children.

### 3.11 Parenting Plan

- Does not apply.

### 3.12 Child Support

- Does not apply.

### 3.13 Attorney Fees, Other Professional Fees and Costs

- Does not apply.  
 Attorney fees, other professional fees and costs shall be paid as set forth in the separation contract or prenuptial agreement referenced above.  
 Attorney fees, other professional fees and costs shall be paid as follows:

Respondent shall pay petitioner's attorney fees in the amount of \$9,561.14 as noted above.

### 3.14 Name Changes

- Does not apply.  
 The respondent's name shall be changed to (first, middle, last name) \_\_\_\_\_.  
 The petitioner's name shall be changed to (first, middle, last name) \_\_\_\_\_.

### 3.15 Other

In light of the above findings, the court declines to further sanction the defendant for any prior contempt matters. The defendant has an outstanding balance due of \$500 on the current maintenance order and either proof of payment or payment in full of the outstanding balance must be provided to the court no later than July 15, 2015.

Dated: 6-8-15



Judge/Commissioner

Petitioner or petitioner's lawyer:

A signature below is actual notice of this order.

Presented by:

Approved for entry:

Notice for presentation waived:

*I received the decree - need identification elements of the order did not understand*

Signature of Petitioner or Lawyer/WSBA No.

Guadalupe Galindo-Tovar

Print or Type Name

Date

Respondent or respondent's lawyer:

A signature below is actual notice of this order.

Presented by:

Approved for entry:

Notice for presentation waived:

Signature of Respondent or Lawyer/WSBA No.

Christopher James Tafoya

Print or Type Name

Date

## **Findings of Facts and Conclusions of Law**

**Superior Court of Washington  
County of King**

In re the Marriage of:

Guadalupe Galindo-Tovar,

and

Christopher James Tafoya,

Petitioner,

Respondent.

No. 14-3-02524-0 SEA

**Findings of Fact and  
Conclusions of Law  
(Marriage)  
(FNFCL)**

**I. Basis for Findings**

The findings are based on:

- agreement.
- an order of default signed by the court on this date or dated \_\_\_\_\_.
- trial. The following people attended:
  - Petitioner.
  - Petitioner's Lawyer.
  - Respondent.
  - Respondent's Lawyer.
  - Other:

**II. Findings of Fact**

Upon the basis of the court records, the court  ***Finds***:

**2.1 Residency of Petitioner**

The Petitioner

- is a resident of the state of Washington.
- is not a resident of the state of Washington.
- is a member of the armed forces and has been stationed in this state for at least 90 days.

## 2.2 Notice to the Respondent

The respondent

- appeared, responded or joined in the petition.  
 was served in the following manner:

## 2.3 Basis of Personal Jurisdiction Over the Respondent

- There are no facts to establish personal jurisdiction over the respondent.  
 The facts below establish personal jurisdiction over the respondent.
- The respondent is currently residing in Washington.  
 The parties lived in Washington during their marriage and the petitioner continues to reside, or be a member of the armed forces stationed, in this state.  
 The parties may have conceived a child while within Washington.  
 Other:

## 2.4 Date and Place of Marriage

The parties were married on (date) April 24, 2009 at Seattle, WA.

## 2.5 Status of the Parties

Petitioner and respondent separated on (date) February 9, 2014.

## 2.6 Status of Marriage

- The marriage is irretrievably broken and at least 90 days have elapsed since the date the petition was filed and since the date the summons was served or the respondent joined.

## 2.7 Separation Contract or Prenuptial Agreement

- There is no written separation contract or prenuptial agreement.

## 2.8 Community Property

- The parties do not have real or personal community property.  
 The parties have real or personal community property as set forth in Exhibit \_\_\_\_\_. This exhibit is attached or filed and incorporated by reference as part of these findings.  
 The parties have real or personal community property as set forth in the separation contract or prenuptial agreement referenced above.  
 The parties have the following real or personal community property:
- Respondent's PERS 2 Retirement account.
  - Chase bank account, with a value of \$7,832.49. (Exhibit 1)
  - Bank of America business account In His Hands, with a value of \$3,213.11. (Exhibit 2)
  - Bank of America joint account, ending in 0050, with a value of \$561.86. (Exhibit 3)

- Bank of America joint account, with a value of \$576.03. (Exhibit 4)
- Bank of America account, with a value of \$110.19. (Exhibit 5)

Other:

## 2.9 Separate Property

- The petitioner has no real or personal separate property.
- The respondent has no real or personal separate property.
- The parties have separate property as set forth in the separation contract or prenuptial agreement referenced above.
- The petitioner has real or personal separate property as set forth in Exhibit \_\_\_\_\_. This exhibit is attached or filed and incorporated by reference as part of these findings.
- The respondent has real or personal separate property as set forth in Exhibit \_\_\_\_\_. This exhibit is attached or filed and incorporated by reference as part of these findings.

The petitioner has the following real or personal separate property:

- Various separate personal property, valued at \$15,000.00
- Any vehicles in her possession.

The respondent has the following real or personal separate property:

- Personal property currently in his possession.
- Any vehicles in his possession.

Other:

## 2.10 Community Liabilities

- There are no known community liabilities.
- The parties have incurred community liabilities as set forth in Exhibit \_\_\_\_\_. This exhibit is attached or filed and incorporated by reference as part of these findings.
- The parties have community liabilities as set forth in the separation contract or prenuptial agreement referenced above.
- The parties have incurred the following community liabilities:

<u>Creditor</u>	<u>Amount</u>
Medical debt to Group Health in petitioner's name	\$700.00
Medical expenses in petitioner's name	\$814.89
IRS Tax Debt	\$4000

Other:

## 2.11 Separate Liabilities

The petitioner has no known separate liabilities.

- The respondent has no known separate liabilities.
- The petitioner has incurred separate liabilities as set forth in Exhibit \_\_\_\_\_. This exhibit is attached or filed and incorporated by reference as part of these findings.
- The parties have separate liabilities as set forth in the separation contract or prenuptial agreement referenced above.
- The respondent has incurred separate liabilities as set forth in Exhibit \_\_\_\_\_. This exhibit is attached or filed and incorporated by reference as part of these findings.
- The petitioner has incurred the following separate liabilities:

<u>Creditor</u>	<u>Amount</u>
-----------------	---------------

- The respondent has incurred the following separate liabilities:

<u>Creditor</u>	<u>Amount</u>
-----------------	---------------

- Other:

## 2.12 Maintenance

- Maintenance was not requested.
- Maintenance shall be paid as set forth in the separation contract or prenuptial agreement referenced above.
- Maintenance should not be ordered because:
- Maintenance should be ordered because: Petitioner has a need for maintenance and respondent has the ability to pay. Maintenance is awarded to petitioner to allow her to cover her own continued medical care, portions of which are necessary due to the domestic violence that occurred during the marriage, and due to her unemployability at this time.
- Other:

## 2.13 Continuing Restraining Order

- Does not apply.
- A continuing restraining order against the  petitioner  respondent  both parties is necessary because:
- Other:

## 2.14 Protection Order

- Does not apply.
- The  domestic violence  antiharassment Order for Protection under cause number 14-2-19857-4 KNT signed by the court on this date, has been consolidated under cause number 14-3-02524-0 SEA, is approved and incorporated as part of these finding.

## 2.15 Fees and Costs

- There is no award of fees or costs.
- Attorney fees, other professional fees and costs shall be paid as set forth in the separation contract or prenuptial agreement referenced above.
- The  petitioner  respondent has the need for the payment of fees and costs and the other spouse has the ability to pay these fees and costs. The  petitioner  respondent has incurred reasonable attorney fees and costs in the amount of \$9,561.64 These are awarded due to respondent's intransigence and the continuing need for petitioner to submit motions to compel discovery, obtain personal property, subpoena financial records and continued contempt of court orders.  Other:

## 2.16 Pregnancy

- Neither spouse is pregnant.

## 2.17 Dependent Children

- The parties have no dependent children of this marriage.

## 2.18 Jurisdiction Over the Children

- Does not apply because there are no dependent children.

## 2.19 Parenting Plan

- Does not apply.

## 2.20 Child Support

- Does not apply.

## 2.21 Other

1. The court finds that the actions of the respondent husband during the relationship fit the definition of domestic violence, pursuant to RCW 26.50.010. The court found the petitioner wife credible.
2. The court finds that petitioner wife is the economically disadvantaged spouse.
3. The court finds that the petitioner wife is a victim of domestic violence.
4. The court finds that the respondent husband maintained the care, custody and control of petitioner wife's personal belongings, including her immigration documents. As a result, petitioner wife has been unable to become employed since the parties separated.
5. The court finds that the respondent husband retained and/or destroyed petitioner's personal property and the court is assigning value to petitioner's personal property in the amount of \$15,000.00. The court determined this based upon a list of personal property that was provided to the court, along with evidence that the Petitioner had an extensive shoe collection, clothing, sporting equipment and other property. The court notes that the amount awarded is significantly less than that requested by the Petitioner, but relied heavily on the testimony of witnesses including the parties' volunteer financial planner.

6. The court finds that the parties owned at least \$10,000.00 in community property, all of which has been retained by the respondent husband. This community property includes, but is not limited to, supplies for the business and any cash assets maintained by the parties, including uncashed checks. Petitioner wife is awarded sixty percent of the value of that community property or \$6,000.00.
7. The court finds that respondent husband is awarded an offset of the judgments outlined above in the amount of \$2,000.00 based on the parties joint IRS Tax Debt.
8. Petitioner wife is awarded a total judgment in the amount of \$19,000.00

### III. Conclusions of Law

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

#### 3.1 Jurisdiction

The court has jurisdiction to enter a decree in this matter.

#### 3.2 Granting a Decree

The parties should be granted a decree.

#### 3.3 Pregnancy

Does not apply.

#### 3.4 Disposition

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

#### 3.5 Continuing Restraining Order

Does not apply.

#### 3.6 Protection Order

Does not apply.

A  domestic violence  antiharassment Order for Protection should be entered.

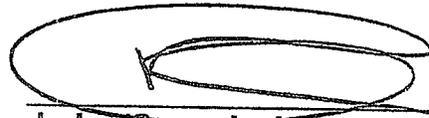
The domestic violence protection order under cause number 14-2-19857-4 KNT, dated 8/11/2014, has been consolidated under cause number 14-3-02524-0 SEA and extended. The Order for Protection should be issued.

**3.7 Attorney Fees and Costs**

- Does not apply.
- Attorney fees, other professional fees and costs should be paid.

**3.8 Other**

Dated: 6-15-15

  
\_\_\_\_\_  
Judge/Commissioner

Presented by:

Approved for entry:  
Notice of presentation waived:

\_\_\_\_\_  
Signature of Party or Lawyer/WSBA No.

\_\_\_\_\_  
Signature of Party or Lawyer/WSBA No.

Guadalupe Galindo-Tovar  
\_\_\_\_\_  
Print or Type Name Date

Christopher Tafoya  
\_\_\_\_\_  
Print or Type Name Date

# Pre-Trial Memorandum

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KING COUNTY  
SUPERIOR COURT

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON  
KING COUNTY

In Re the Marriage of: )  
GUADALUPE GALINDO-TOVAR )  
Petitioner, ) NO. 14-3-02524-0 SEA  
and ) PETITIONER'S PRE-TRIAL  
CHRISTOPHER TAFOYA ) MEMORANDUM  
Respondent, )

I, Guadalupe Galindo Tovar, am extremely uncomfortable filing this memorandum today. I needed at least one more day to edit this memorandum, but I feel pressured to file now, based on the mistakes from a filed ORPTC and the fact that the ORPTC does not include input from this memorandum at all.

**Jurisdiction**

The case at bar is the dissolution of the marriage between Mr. Christopher Tafoya and Ms. Guadalupe Galindo-Tovar.

1                   **Uncontested Facts**  
2  
3

- 4                   1. Apr 24, 2009 Christopher Tafoya and Guadalupe Galindo-Tovar were married in  
5                   Seattle, King Co, WA.  
6                   2. On Feb 9<sup>th</sup>, 2014, Christopher Tafoya attempted to murder spouse Guadalupe Galindo  
7                   Tovar by vehicular assault.  
8                   3. The Feb 9<sup>th</sup> incident was not the first time respondent Christopher Tafoya threatened  
9                   the life of the petitioner.  
10                  4. The marriage is irretrievably broken.  
11                  5. Respondent has admitted a pattern of Domestic Violence and Financial Misconduct.  
12                  6. Petitioner has sustained injuries both physical and psychological from respondent's  
13                  Domestic Violence. Petitioner was left destitute and homeless as a result of  
14                  respondent's financial misconduct and Domestic Violence.  
15                  7. Parties have agreed that each are entitled to separate property brought into the  
16                  marriage and property acquired post separation.  
17                  8. Parties have agreed to an equitable division of community property acquired during  
18                  marriage.  
19                  9. At the time of the separation, the community had \$29,490 in cash (\$7,833 in Chase  
20                  Checking, \$2,685 "In His Hands" account, \$ 1,022 in our Bank of America accounts,  
21                  \$13,500 in cash previously admitted. \$ 2,100 est. in uncashed checks, \$2,350 est. in  
22                  coin collections and \$2 bills), set one, Item 5 and set four, Item 4, supplemental  
23                  request 5C.  
24  
25  
26  
27  
28

- 1 10. Physical property acquired during marriage is identified in request for Admission set  
2 three, item 6. That list has an admitted value of \$9,700.00 (discounted) set four, Item  
3 5. Retirement accounts at separation were \$22,602 in a 403 (b) and approx \$5,000 in  
4 PERS II, the 403(b) shares, have increased to a present value of \$22,758. Set four,  
5 Item 4.  
6
- 7 11. The total Community Property amount to be divided is \$ 39,190 in cash and  
8 personality, \$22,758 in the 403 (b) and approx \$5,000 PERS II.  
9
- 10 12. At separation respondent took possession of all petitioner's separate property.  
11 Respondent admits petitioner's property was in respondent's care, custody and  
12 control. Respondent has not returned it, set three, Item 1. The list of that property is  
13 admitted in set three, Items 5 and 7 and it's value is \$ 87,500 (discounted) set four,  
14 Item 5.  
15
- 16 13. The only known debts for the community are debts for the Adam Crayg Immigration  
17 Attorney \$750, Virginia Mason medical service in 2013 \$2000, Swedish Hospital  
18 from 2012 \$1000, YP advertising for the cleaning company \$500, Income Tax,  
19 Social Security Tax and B &O Tax owed for the DBA "In His Hands" and other  
20 employment for the tax years of 2009-2014. The amounts owed for taxes are not  
21 known, but respondent has admitted full responsibility for tax debts in Set One of  
22 Request for Admissions in Item3.  
23
- 24 14. Financial misconduct by respondent was admitted not only in request for Admission,  
25 but also in respondent's Responsive Declaration.  
26
- 27 15. Respondent admits in writing seizing all financial accounts and transferring them to  
28 himself.

- 1 16. Respondent admits having a Real State License and full ownership of EB Taxi, LLC  
2 in addition to his employment. Set four, Items 2 and 3, yet respondent did not disclose  
3 either Business in either of the two interrogatory answers the respondent filled out.  
4
- 5 17. Respondent admits accepting Auto Insurance Premium payments for a full year at  
6 Petitioner's expense, while at the same time removing petitioner and petitioner's  
7 vehicle from their joint auto policy, pocketing the premium refund for himself.  
8 Respondent admits owing \$1,212 to petitioner for this action, set four, Item 7.  
9
- 10 18. Respondent admits using **all benefits** of petitioner's AAA Membership during  
11 separation, which was paid by the petitioner. Respondent denied petitioner of any use  
12 of petitioner's own AAA Membership. For this action respondent admits owing  
13 petitioner \$124, set four, Item 7.  
14
- 15 19. Respondent admits long pattern of Domestic Violence.
- 16 20. Respondent admits that **respondent was charged with Assault in the 2<sup>nd</sup> Degree-**  
17 **Domestic Violence for an Attempt to Strangle the Petitioner.** Respondent plead  
18 down to DV IV with two years of probation. Set two, Item 11.
- 19 21. Less than 5 months after probation ended, on February 9<sup>th</sup>, 2014 Respondent engaged  
20 in a vehicular assault and false reporting against petitioner, ending their marital  
21 relationship, set two, Items 12, 13 and 14.
- 22 22. Respondent admits post Protective Order violations, set two, Items 3, 6, 7, 8 and 10.
- 23 23. Respondent admits not paying the court ordered medical expenses related to  
24 respondent's Domestic Violence Assaults, set two, items 4 &5.
- 25 24. Respondent admits that an enforcement judgment has been entered against  
26  
27 respondent, for some of the medical expenses petitioner incurred due to respondent's  
28

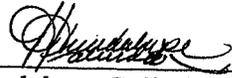
1 Domestic Violence Assaults, but cost's are still ongoing and the respondent is still  
2 failing to make the mandatory payments.  
3  
4

5 **Disputed Issues of Fact and Law**  
6

- 7  
8 1. Is Guadalupe Galindo Tovar an economically disadvantaged spouse entitled to more  
9 than half of the community property in the interest of equity? What is the appropriate  
10 split ratio?  
11  
12 2. Are the claims of the petitioner in the respondent's 403 (b) and PERS II going to be  
13 solved by establishing a QDRO on each of the plans –or –will the court use a property  
14 off set from respondent to petitioner, thereby keeping respondent's status quo  
15 ownership –or –a combination solution QDRO for one plan, off set for the other?  
16  
17 3. Will the court take in consideration that respondent is making more money by  
18 owning a taxi company, EB TAXI, LLC, plus respondent Real Estate sales then what  
19 he reports from the only known job at WSDOT?  
20  
21 4. Will the court sanction the respondent for concealing side business to the court?  
22  
23 5. Will the court take in consideration that petitioner is out of time to continue  
24 searching for respondent's hidden income information, which it limits petitioner to be  
25 able to produce exact numbers?  
26  
27 6. Based on question 5, petitioner has to impute respondent's income to a least \$6,000  
28 per month from WSDOT, and respondent's side businesses. Will the court establish,  
as a property settlement, a Spousal Economic Benefit Expectancy (SEBE)

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Respectfully submitted this 7<sup>th</sup> day of May, 2015.



---

Guadalupe Galindo-Tovar, Pro Se

# **Trial Brief**

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KING COUNTY  
SUPERIOR COURT

1  
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7 **IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON**  
8 **KING COUNTY**

9 In Regards of the Marriage of: )  
10 )  
11 GUADALUPE GALINDO-TOVAR )  
12 ) NO. 14-3-02524-0 SEA  
13 Petitioner, )  
14 and ) **PETITIONER'S TRIAL BRIEF**  
15 )  
16 CHRISTOPHER TAFOYA )  
17 Respondent, )  
18 )  
19

20  
21 **I. STATISTICAL FACTS**

- 22 1. Date Marriage began April 23, 2009  
23 2. Date of Separation Feb. 9, 2014  
24 3. Previous orders in this case; DVPO granted Aug 2014 and a  
Temporary Order granted Sep. 8, 2014

25 **II. CHILDREN**

26 Does not apply

27 **III. CHILD SUPPORT**

28 Does not apply

1  
2 **IV. SPOUSAL SUPPORT**

- 3 1. Financial Information is included in my Financial Declaration
- 4 2. Spousal Maintenance was Previously Ordered in the Temporary Order issued
- 5 on Sep. 8, 2014. There has been no Substantial or Material Changes of
- 6 Circumstance since the Temporary Order.
- 7
- 8 3. The Length of Time for maintenance is not agreed. Petitioner argues that
- 9 maintenance should continue until the Petitioner's injuries from Domestic
- 10 Violence have been Rehabilitated. Her injuries are multi-faceted, they include
- 11 Physical, Dental and Psychological damage. Petitioner would be deemed
- 12 Rehabilitated only after her GP Physician, Physical Therapist, Psychiatrist,
- 13 Otolaryngologist, Radiologist, Gynecologist, Counselor, Dental
- 14 Prosthodontist and Orthodontist all agree, in writing to the court, that
- 15 Rehabilitation has been accomplished. Secondly, the current level of
- 16 Maintenance does not meet the basic needs, much less the middle-class
- 17 lifestyle Petitioner had during the marriage. Based on respondent's large
- 18 investments made with 100% of the marital state and Respondent's current
- 19 side job for the State that provides quarterly increasing income, Petitioner
- 20 seeks at least \$2,500 per month maintenance. Finally, because the court has
- 21 already ordered the Respondent to pay for all the medical expenses due to DV
- 22 injuries affecting the ability of the Petitioner to work, Petitioner holds that
- 23 both awarded Maintenance and medical expenses should survive death or
- 24
- 25
- 26
- 27
- 28

1 remarriage and continue without regard to Petitioner's residency anywhere  
2 worldwide.  
3

4  
5 **V. PROPERTY**

- 6 1. Property distribution is stated in the proposed final orders  
7 2. All property was taken by the respondent at separation. In both the petition and  
8 response of the court record, both parties agree that each should have their separate  
9 property (pre-marriage and post-separation) and each should have an equitable share  
10 of the community property at separation. The Respondent has kept all petitioner's  
11 property until present and refuses to release any of it, especially vital documentation  
12 that belongs to the Petitioner. If the Respondent keeps or has disposed of or sold  
13 Petitioner's property, Petitioner seeks a monetary judgment as a property settlement.  
14 Petitioner seeks, at minimum, a down payment of \$ 35,000 and \$1,000 per month in a  
15 separate SEBE maintenance to retire the debt owed to Petitioner. This is further  
16 discussed in Section X of this document.

17 **VI. DEBT**

- 18 1. The debts are distributed in the proposed final orders.  
19 2. There is disagreement about the distribution of debts between the parties. The  
20 debts listed are partially accounted for. In addition to keeping all property, the  
21 Respondent retained all and likely destroyed the financial records. Respondent  
22 also retained all petitioner's mail and blocked access to petitioner's e-mail  
23 both business and personal, including medical account with Group Health.  
24 Besides the tax debts which the respondent has accepted responsibility, the  
25 known debts are minor in nature and listed in the order. The Petitioner is  
26 concerned about being blind-sided post-decree by a debt not revealed by the  
27 Respondent. Because the Respondent has not been forthcoming in the  
28

1 discovery process and he took possession of all financial records, Petitioner  
2 holds that the Respondent has accepted responsibility for those debts as well,  
3 known and unknown. The issue of tax debts is further discussed in section X  
4 of this document and petitioner seeks a restraint upon the respondent from  
5 filing a joint tax return for the years 2011-2015.  
6

## 7 8 **VII. FEES AND COSTS**

9 1. Regarding all the fees and costs incurred for this case, the Petitioner requests that the  
10 other party pays for all of those fees and costs because the respondent has been and continues to  
11 be intransigent.

12 2. Against the established and agreed upon mutual restraints in this case, respondent kept  
13 from petitioner all information and property (including medical supplies), blocking access to  
14 phone data, phone use, phone records, mail, all e-mail accounts (including personal), all bank  
15 accounts and medical accounts, petitioner then incurred an unnecessary \$7,500 in attorney's fees  
16 to be able to access the above information through court orders and former respondent's counsel.  
17 Court orders were granted and the respondent did not comply. The Petitioner incurred an  
18 additional \$ 8,962.01 in more attorney's fees to try to recover important documentation and other  
19 personal property before been forced to file a Motion to Compel. Petitioner incurred an extra  
20 \$9,561.14 in reasonable but again, unnecessary fees due to Respondent's Rule 37 violations. Plus  
21 \$2,000 in costs. After all attempts and court orders, information and property were never  
22 released, Petitioner owes Attorney Adam Crayg \$750 (partial personal document recovery)  
23 Lastly, since the respondent concealed evidence, testimony was needed. Petitioner had to spend  
24 an unnecessary extra \$800 in attorney's fees for expert witness for trial. Total of unnecessary  
25 Attorney fees: 27,573.15 plus \$2000 in reasonable costs.

26 3. Petitioner is the economically disadvantaged spouse. Petitioner had to beg and borrow  
27 money to get any counsel at all while the Respondent had all property, accounts, cash and his  
28 current income to obtain counsel.

4. See section X for a detailed discussion of the Respondent's discovery violations. **The Respondent's behavior has made an otherwise simple dissolution needlessly complex.**

1  
2 **VIII. RESTRAINING ORDERS**

3 Does not apply  
4

5 **IX. PROTECTION ORDERS**

6 The Petitioner seeks making the current DVPO permanent. The  
7 Respondent's final Domestic Violence Act was Life Threatening;  
8 Petitioner fears for her safety.  
9

10 **X. SUMMARY**

11  
12 The vast majority of facts in this case have been ruled on or admitted  
13 under Rule 36. The respondent was personally served three sets of Requests for Admission in  
14 early February, 2015. Respondent was personally served with a fourth set for Requests of  
15 Admission on March 25<sup>th</sup> after subpoenaed deposition evidence provided actual numbers. The  
16 respondent did not reply to any requests within the thirty days allowed under CR 36. All facts  
17 contained in the four sets of Admissions are conclusively established.

18 *It is further ordered and adjudged by this court that on remand the District Court and the new*  
19 *Auditor-Master shall give full effect to appellant Rainbolt's requests for admissions, which were*  
20 *automatically deemed admitted because they were not answered within thirty days.*

21 *Rainbolt v. Johnson 669 F.2d 767 (1981)*

22  
23 *In form and substance a Rule 36 admission is comparable to an admission in pleadings or a*  
24 *stipulation drafted by counsel for use at trial, rather than an evidentiary admission of a party.*  
25 *Unless a party securing an admission can depend on its binding effect, he cannot safely avoid*  
26 *the expense of preparing to prove the very matters on which he has secured the admission, and*  
27 *the very purpose of the rule is defeated.*

28 *U.S. v. 2204 Barbara Lane 960 F.2d 126 (1992) quoting the Advisory Committee on Rules*



1 to a fast moving, swerving vehicle driven by the respondent. Petitioner has also been diagnosed  
2 with Post Traumatic Stress Disorder caused by the respondent's Domestic Violence.

3 Previous incidents admitted by the respondent have caused injury to  
4 petitioner's teeth, nose and ear lobe. The current temporary order requires the respondent to pay  
5 for these injuries. Petitioner's rehabilitation is not complete, in fact some of petitioner's medical  
6 treatment has not been started due to respondent's non- payment of medical expenses (contempt)  
7 and follow up with court requirements. Petitioner's health providers cannot estimate  
8 rehabilitation time since treatment has not been fully begun. In fact health providers are still in  
9 the process of discovering the extent of petitioner's injuries.

10 Petitioner seeks continuation of medical (Group Health) and the two  
11 dental policies (Delta Care and Delta Dental though Dental Select). All three policies were  
12 owned prior to separation. Petitioner requests in the decree continuation of coverage, until  
13 rehabilitation is deemed complete.

14 Petitioner's seeks in the decree that the definition of complete rehabilitation will be when  
15 petitioner's GP Physician, Physical Therapist, Psychiatrist, Otolaryngologist, Radiologist,  
16 Gynecologist, Counselor, Dental Prosthodontist and Orthodontist all agree to the court, in  
17 writing, that petitioner's injuries from Domestic Violence abuse have been healed, at least  
18 sufficiently for the petitioner to be able to function and return to the work force.

19 Petitioner has had to file enforcement action against the respondent for  
20 non-payment of medical bills incurred from February 2014 to January 2015. Petitioner has also  
21 incurred costs for mileage, parking and co-payment for every appointment. Additional medical  
22 costs need to be included from February 2015 until present. The Petitioner would like to offer to  
23 the court a possible solution to future non-payment issues of medical expenses owed by  
24 respondent:

25 Every appointment requires \$20.00 co-pay up front, \$11.50 for mileage  
26 (approximately 20 miles round trip at 57.5cents per mile, IRS rate) and average of seven dollars  
27 per parking totaling \$38.50 dollars in cost per appointment. Petitioner suggests that respondent  
28 be required to deposit monthly the sum of \$231.00 (6 appointments) to meet anticipated medical  
expenses. Semi-annual reconciliation of deposits to actual medical expenses can be reviewed by

1 the court and over-payments/underpayments can be balanced. This method could avoid continual  
2 enforcement actions taking up valuable court time.

3 The major debts owed are Tax debts, still undetermined by the IRS and the  
4 Department of Revenue. The respondent has admitted responsibility for those debts by his non-  
5 filing and non-payment of taxes. Petitioner is extremely concerned that respondent's tax evasion  
6 may hurt her. Petitioner seeks an order in the decree assigning all tax debt to the respondent, who  
7 has admitted sole responsibility. All other debts issues are covered in section VI.

8 The final major issue is a separate judgment against respondent for  
9 repeated rule 37 violations. Besides the unnecessary costs and legal fees of incurred \$7500 and  
10 \$ 8,962.01 to rectify respondent's behavior including contempt and intransigence regarding the  
11 ongoing court orders and proceedings, plus the final legal fees of \$750 and \$800 for trial  
12 preparation, Petitioner incurred \$ 9,561.14 in more attorney's fees plus \$2,000 in other  
13 reasonable costs related the respondent's misconduct. These costs are documented with several  
14 declarations by Allen Dermody and the Petitioner. The plain language of Rule 37 mandates,  
15 "...the court **shall** require the party whose conduct necessitated the motion...to pay to the  
16 moving party the reasonable expenses incurred in obtain the order, including attorney fees, ..."  
17 CR 37 (a) (4) and "in lieu of any of the foregoing orders or in addition thereto, the court **shall**  
18 require the party failing to obey... to pay reasonable expenses, including attorney fees, caused by  
19 the failure, ..." CR 37 (b) (2). Note, the plain language of the Rule says the court "shall", not  
20 may, require the offending party to pay. This court granted the Motion to Compel because  
21 respondent failed to answer interrogatories submitted under Rule 33. When the Motion was  
22 granted, CR 37 (a) (4) applied and a first Declaration of Fees for \$1,000.00 was submitted. The  
23 respondent did not comply with the order for over six weeks. Discovery Cut Off was eminent;  
24 therefore petitioner was forced to pay for document depositions of financial institutions to get  
25 missing data. Respondent finally, returned interrogatories on January 27<sup>th</sup>, 49 days after the  
26 Order to Compel with Evasive and Incomplete answers which under CR 37 (a) (3) is a failure to  
27 answer. Petitioner filed Motions for sanctions under CR 37 (b) (2) and Contempt under CR 37  
28 (b) (2) (D). Petitioner documented her reasonable expenses including attorney fees, caused by  
the failure CR 37 (b) (2). Moving ahead to the unsuccessful pre-trial conference of March 9<sup>th</sup>,  
non-compliance with the order necessitated bringing Allen Dermody in, on a Limited

1 Appearance to try to straighten out these matters, the trial had to be continued, the case schedule  
2 re-set, no pre-trial order was made and respondent had to be ordered **again** to comply by March  
3 13<sup>th</sup>, 3pm or there would be "serious consequences". After the court went further and did not  
4 impose sanctions because "the objective is to get the respondent to produce Discovery".

5 Respectfully, after over \$25,000 spent to try to get the respondent to comply with the court,  
6 Petitioner disagrees. Is to late for the respondent to comply. Any answers provided by the  
7 respondent would only serve two possible purposes:

- 8 1. Respondent could provide answers already paid for by subpoena and therefore they would be  
9 cumulative –or –
- 10 2. Respondent's answers would only serve to impeach the respondent's credibility.

11 *"[45,46] the purpose of sanctions orders are to deter, to punish, to compensate, and*  
12 *to educate..." Physicians Insurance Exch. v. Fisons Corp. 122 Wn2d 299*

13 The Respondent's inaction requires punishment; it will deter himself and others by  
14 educating them not to ignore the court. Rule 37 requires that I be compensated for the harm  
15 and additional expense caused by the other party's willful passive aggressive behavior.

16 *"misconduct, once tolerated, will breed more misconduct and those who might*  
17 *seek relief against abuse will instead resort to it in self defense."*

18 *Schwarzer, 104 F.R. D. @ 205*

19  
20 *"[Civil rule 37 is the enforcement section for the discovery process. Section (a)*  
21 *provides for an order to compel discovery; section (b) authorizes imposition of*  
22 *sanctions upon failure to obey an order and also list several sanctions, and*  
23 *section (d) provides authorities to impose section (b) sanctions, among others,*  
24 *for failure of a party to respond to request for discovery. Thus, it can be seen the*  
25 *rule provides to alternative sources of authority for granting sanctions under CR*  
26 *37 (b) (2). They are: (1) failure of a party to comply within order entered*  
27 *pursuant to CR37 (a); and (2) failure of a party to respond to a request for*  
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*Discovery under CR33 or CR34, or to appear after proper notice before a deposition officer. CR37(d). See Robison v. Transamerica Ins. Co., 368 F.2d 37 (10<sup>th</sup> Cir. 1966)."*

*Pamelin Indus., Inc. v. Sheen-USA, Inc. 95 Wn.2d 398 (1981, 622 P. 2d 1270.*

*"Although the nature of the sanction is a matter of a judicial discretion, the rule mandates imposing sanctions if they are appropriate under the rule".*

*FRCP 26(g) advisory committee note*

For these reasons, Petitioner seeks an additional judgment against Respondent of \$ 9,561.14 for discovery violations.

At trial, miscellaneous matters regarding auto insurance, AAA membership, cell phones, un-cashed checks issued before separation including check from the IRS regarding 2010 Tax return of approximately over \$3000, issued right before separation and other matters from pre-trial hearings not resolved or pending, etc. will also be presented according to petitioner's exhibits list. Petitioner respectfully requests the court abides and enforces court rules and proceedings at this last stage of the case. Petitioner objects that any evidence from the respondent is allowed at this point in time because is past the deadlines, which were disclosed to both parties in a timely manner, informing both the respondent and the petitioner that were needed for the preparation of trial. Petitioner cannot properly review any documentation from the respondent at this time. Failure of the respondent to file or turn in any evidence in a timely manner, should not admitted and stricken.

Additionally, Petitioner requests to the Court that amounts are imputed on the respondent based on respondent's reluctance to turn in any information. Also, amounts should be imputed for concealment of assets and evidence including dissipation of both.

1  
2 Petitioner requests that the court orders the respondent to continue to pay for  
3 petitioner's orthodontic treatment to re-habilitate petitioner's jaw allowing reconstruction of  
4 petitioner's teeth from respondent's Domestic Violence.

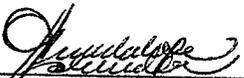
5 Petitioner requests that the court orders the respondent to pay for re-habilitation of  
6 petitioner's fractured nose and interviews witness Alanna Burdell in this matter.

7 As A DV victim Petitioner seeks additional maintenance for compensation /reimbursement  
8 for DV injuries, many of which have not been untreated prior to the up-coming trial.

9 Petitioner seeks to start the up-coming trial addressing the pending motions, Petitioner  
10 respectfully asks that the court will review filings from March 9<sup>th</sup> to present; including:

11 May 4<sup>th</sup> Pre-Trial Status, May 6<sup>th</sup> including chain of e-mails with the court, May 7<sup>th</sup>  
12 Introduction to Trial Notebook, May 13<sup>th</sup> Trial Preparation requesting substantive pre-trial  
13 conference, April 27<sup>th</sup> & 28 Witness List and amendment, Exhibit list and Proposed Decree.

14  
15 Respectfully submitted this 21<sup>th</sup> day of May, 2015

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18 \_\_\_\_\_  
19 Guadalupe Galindo-Tovar, Pro Se  
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# Proposed Decree

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JUDGES MAIL ROOM

2015 MAY 21 AM 9: 27

KING COUNTY  
SUPERIOR COURT

**Superior Court of Washington  
County of King**

In re the Marriage of:

Guadalupe Galindo Tovar

Petitioner,

and

Christopher James Tafoya

Respondent.

No. 14-3-02524-0-SEA

- Decree of Dissolution (DCD)
- Decree of Legal Separation (DCLGSP)
- Declaration Concerning Validity (DCINMG) (Marriage)

- Clerk's action required
- Law Enforcement Notification, ¶ 3.8

**I. Judgment Summaries**

**1.1 Real Property Judgment Summary:**

Does not apply.  Real Property Judgment Summary is set forth below:

Name of Grantor:	Name of Grantee:
Assessor's property tax parcel or account number:	
Or	
Legal description of the property awarded (including lot, block, plat, or section, township, range, county and state):	
	See Page _____ for full legal description

**1.2 Money Judgment Summary:**

Does not apply.  Judgment Summary is set forth below.

- A. Judgment creditor Petitioner Guadalupe Galindo Tovar
- B. Judgment debtor Respondent Christopher James Tafoya
- C. Principal judgment amount
- D. Interest to date of judgment \$203,835.99
- E. Attorney fees \$ \_\_\_\_\_
- F. Costs \$27,573.15
- G. Other recovery amount \$2000
- H. Principal judgment shall bear interest at 15 % per annum \$3,055.17

- L. Attorney fees, costs and other recovery amounts shall bear interest at 15 % per annum  
 J. Attorney for judgment creditor \_\_\_\_\_  
 K. Attorney for judgment debtor \_\_\_\_\_  
 L. Other: \_\_\_\_\_

**End of Summaries**

**II. Basis**

Findings of Fact and Conclusions of Law have been entered in this case.

**III. Decree**

*It is decreed* that:

**3.1 Status of the Marriage**

- The marriage of the parties is dissolved.
- The petitioner and respondent are legally separated.
- The marriage of the parties is invalid.
- The marriage of the parties is valid.

**3.2 Property to be Awarded the Petitioner**

- The petitioner is awarded as separate property the property set forth in Exhibit 7. This exhibit is attached or filed and incorporated by reference as part of this decree.
- The petitioner is awarded as separate property the property set forth in the separation contract or prenuptial agreement executed by the parties on (date) \_\_\_\_\_  
 The separation contract or prenuptial agreement is incorporated by reference as part of this Decree. The prenuptial agreement or, pursuant to RCW 26.09.070(5), the separation contract  is  is not filed with the court.
- The petitioner is awarded as separate property the following property (list real estate, furniture, vehicles, pensions, insurance, bank accounts, etc.):

- |  |           |   |
|--|-----------|---|
| A) The cash value of exhibit 7 from Request of Admissions 4 (if property is not returned)  | \$147,700 |   |
| 65 % of Community property   | \$25,455  |   |
| 65% of 403 (b) share value   | \$14,792  |   |
| Value of Auto Insurance plus AAA membership used by respondent   | \$1,336   |   |
| Telephone replacement/service owed from DVPO & temp order violations   | \$425     | \$203,835.99  |
| B) Maintaining both dental insurance policies enforced   | \$528     |   |
| C) Respondent shall return all 3 prescription glasses & 2 prescription goggles or pay replacement of   | \$1000 ?  |   |
| D) Respondent shall pay insurance fine reimbursement   | \$225     |   |
| E) Respondent shall pay the petitioner the amount of   | \$1000    | from restraining petitioner's records to obtain this reimbursement from Utah Immigration Attorney, intentionally lapsing the three year status of limitation. |
| F) 65% of \$2,500 cash deposit =   | \$1,625   |   |
| G) 65% of \$3000 re 2010 tax return filed jointly =  | \$1,950   |   |
| H) 65 % of 4,700.26 in un-cashed checks: \$81.14, \$747.03, \$23.54, \$90.12 \$850, \$900 \$311, \$311, \$750, \$225.95 \$200, \$100 \$48 \$3,055.17                               |           |   |
| I) 65% of the value of the bank accounts Chase and Bank of America, valued at 12,000, for a total of \$ 7,800  |           |   |
| J) 65% of the value of the respondent's PERS II retirement account as of June 1 <sup>st</sup> 2015, pursuant to a QDRO   |           |   |
| K) 65% of the value of the respondent's Deferred Compensation account as of June 1 <sup>st</sup> 2015, pursuant to a QDRO  |           |   |
| L) Medical insurance through group health shall also continue.   |           |   |
| M) Respondent shall obtain Life and Disability Insurance with petitioner as a policy owner to cover debt payments. In event of petitioner's death, payment shall go to her estate. |           |   |
| N) Respondent shall provide all the costs for 10 years or the equivalent of virus dormancy of STD'S, including quarterly check up's  |           |   |
| O) Respondent shall return 2006 Ford Taurus to his owner immediately, which will release petitioner from liability of this vehicle.  |           |   |
| P) Petitioner shall have access again to her personal e-mail or respondent shall pay for the cost.   |           |   |
| Q) Respondent shall provide a bank account to petitioner or pay the cost of not having one.  |           |   |

**3.3 Property to be Awarded to the Respondent**

- The respondent is awarded as separate property the property set forth in Exhibit \_\_\_\_\_. This exhibit is attached or filed and incorporated by reference as part of this decree.
- The respondent is awarded as separate property the property set forth in the separation contract or prenuptial agreement referenced above.
- The respondent is awarded as separate property the following property (list real estate, furniture, vehicles, pensions, insurance, bank accounts, etc.):

Other:

**3.4 Liabilities to be Paid by the Petitioner**

- Does not apply.
- The petitioner shall pay the community or separate liabilities set forth in Exhibit \_\_\_\_\_. This exhibit is attached or filed and incorporated by reference as part of this decree.
- The petitioner shall pay the community or separate liabilities as set forth in the separation contract or prenuptial agreement referenced above.
- The petitioner shall pay the following community or separate liabilities:

Creditor

Amount

Other:

All financial medical and IRS records were withheld from petitioner, including petitioner's mail, e-mail and phone accounts. Petitioner is held harmless from any known, unknown or surprise debt from the marriage that may surface post decree.

Unless otherwise provided herein, the petitioner shall pay all liabilities incurred by the petitioner since the date of separation.

### 3.5 Liabilities to be Paid by the Respondent

- Does not apply.
- The respondent shall pay the community or separate liabilities set forth in Exhibit \_\_\_\_\_. This exhibit is attached or filed and incorporated by reference as part of this decree.
- The respondent shall pay the community or separate liabilities as set forth in the separation contract or prenuptial agreement referenced above.
- The respondent shall pay the following community or separate liabilities:

<u>Creditor</u>	<u>Amount</u>
Yellow pages advertising	\$500
Adam Cig Immigration Attorney	\$750
Virginia Mason (2013)	\$2,000
Ambulance Service (2013)	\$1,300
Swedish Hospital (2012)	\$1,000
IRS	unknown, remaining balance
WA State Department of Revenue	unknown, remaining balance
Terri Campbell	\$425
Family members/ Immigration	\$10,000
Amount borrowed	\$13,095
Group Health additional charges	unknown, remaining balance
INS	\$10,000

#### Other:

Petitioner has provided to the court potential and current liabilities that have been increasing since the day of separation due to respondent's misconduct. Respondent shall pay for all liabilities incurred by the petitioner related to respondent misconduct and violations of court orders. Respondent shall provide all the costs for 10 years or the equivalent of virus dormancy of STD'S, including quarterly check up's. Respondent shall return 2006 Ford Taurus to his owner immediately, which will release petitioner from liability of this vehicle.

### 3.6 Hold Harmless Provision

- Each party shall hold the other party harmless from any collection action relating to separate or community liabilities set forth above, including reasonable attorney's fees and costs incurred in defending against any attempts to collect an obligation of the other party.
- All financial medical and IRS records were withheld from petitioner, including petitioner's mail, e-mail and phone accounts. Petitioner is held harmless from any known, unknown or surprise debt from the marriage that may surface post decree. Respondent is restrained from using Married filing Jointly State for the Tax years 2011 until present.

### 3.7 Maintenance

- Does not apply.
- The  petitioner  respondent shall pay maintenance as set forth in Exhibit \_\_\_\_\_. This exhibit is attached or filed and incorporated by reference as part of this decree.
- Maintenance shall be paid as set forth in the separation contract or prenuptial agreement referenced above.
- The  petitioner  respondent shall pay \$ 1,250 maintenance. Maintenance shall be paid  weekly  semi-monthly  monthly for a total of 2,500 monthly. The first maintenance payment shall be due on (date) July 1<sup>st</sup>, 2015.

First payment shall be due July 1<sup>st</sup> 2015. Maintenance payments shall be for a period of at least 3 years and reevaluated by the court at the end of the third year to meet sufficient re-habilitation from respondent Domestic Violence. Petitioner shall provide to the court medical progress diligently. The court shall schedule future medical reports with Petitioner at the court convenience. The court shall extend maintenance for as long as is needed in order to have the petitioner complete medical re-habilitation programs.

The obligation to pay future maintenance is terminated upon certification of petitioner's medical providers: GP Physician, Physical therapist, Psychiatrist, Otolaryngologist, Radiologist, Gynecologist, Counselor, Dental Prosthodontist and Orthodontist, that rehabilitation from Domestic Violence injuries (mental, psychological and dental have been completed. Maintenance is not affected regardless of petitioner's residency status worldwide. Maintenance also survives death through life insurance provided by respondent. Maintenance survives remarriage.

Payments shall be made:

- directly to the other spouse.
- to the Washington State Child Support Registry (only available if child support is ordered).
- to the clerk of this court as trustee for remittance to the other spouse (only available if there are no dependent children).
- If a maintenance payment is more than 15 days past due and the total of such past due payments is equal to or greater than \$100, or if the obligor requests a withdrawal of accumulated contributions from the Department of Retirement Systems, the obligee may seek a mandatory benefits assignment order under Chapter 41.50 RCW without prior notice to the obligor.
- The Department of Retirement Systems may make a direct payment of all or part of a withdrawal of accumulated contributions pursuant to RCW 41.50.550(3).
- Other:  
A separate Spousal Economic Benefit Expectancy (SEBE) maintenance payment is established to pay off the property settlement. An initial payment of \$35,000 is due July 2015. To be followed by semi-monthly payments of \$1,250 every pay period. SEBE will continue until debt of petitioner is satisfied. Payment of SEBE is not terminated by death or remarriage. Respondent shall obtain a Life Disability Insurance with petitioner as policy owner to cover debt payments in the event of petitioner's death payment shall go to her estate.

### 3.8. Restraining Order

- No temporary personal restraining orders have been entered under this cause number.
- All temporary Restraining Order(s) signed by the court under this cause number are terminated. *Clerk's Action*. The clerk of the court shall forward a copy of this order, on or before the next judicial day to: \_\_\_\_\_ law enforcement agency where *the protected person* resides which shall enter this order into any computer-based criminal intelligence system available in this state used by law enforcement agencies to list outstanding warrants.
- The parties shall comply with the final Restraining Order signed by the court on this date or dated \_\_\_\_\_, under this cause number. The Restraining Order signed by the court is approved and incorporated as part of this decree.

### 3.9. Protection Order

- Does not apply.
- The parties shall comply with the  domestic violence  antiharassment Order for Protection signed by the court on this date or dated \_\_\_\_\_ in this cause number. The Order for Protection signed by the court is approved and incorporated as part of this decree, and it is made permanent.

### 3.10. Jurisdiction Over the Children

- Does not apply because there are no dependent children.

- The court has jurisdiction over the children as set forth in the Findings of Fact and Conclusions of Law.

### 3.11 Parenting Plan

- Does not apply.  
 The parties shall comply with the Parenting Plan signed by the court on this date or dated \_\_\_\_\_. The Parenting Plan signed by the court is approved and incorporated as part of this decree.

### 3.12 Child Support

- Does not apply.  
 Child support shall be paid in accordance with the Order of Child Support signed by the court on this date or dated \_\_\_\_\_. This order is incorporated as part of this decree.

### 3.13 Attorney Fees, Other Professional Fees and Costs

- Does not apply.  
 Attorney fees, other professional fees and costs shall be paid as set forth in the separation contract or prenuptial agreement referenced above.  
 Attorney fees, other professional fees and costs shall be paid as follows:  
Attorney's fees awarded under Rule 37 for Discovery Violations \$ 7,561.14 plus \$ 2,000 other legal costs = \$9,561.14  
Attorney's fees and legal costs awarded for respondents intransigence, contempt of court, concealment of evidence, dissipation of assets and because petitioner is the Economically Disadvantaged spouse \$8,962.01  
Attorneys fees implicated in this case Ruth Vogel \$2,500, Michelle Scudder \$5,800 Adam Crayg \$750 are awarded for respondent's retention of all petitioner's property, contrary and in violation of mutual restraints.

### 3.14 Name Changes

- Does not apply.  
 The respondent's name shall be changed to (first, middle, last name) \_\_\_\_\_.  
 The petitioner's name shall be changed to (first, middle, last name) \_\_\_\_\_.

### 3.15 Other

The previous orders are approved and incorporated into this decree as permanent orders.

>A QDRO is established on the PERS II account for 65% of it's value.

>To avoid the necessity of further enforcement action regarding payment of medical expenses related to Domestic Violence, respondent is ordered to deposit \$231 monthly with the clerk for the petitioner's use to pay medical expenses. Semi-annual review of deposits vs. actual expenses will occur and overpayment/underpayments reconciled. This payment will continue until Petitioner's rehabilitation is deemed complete.

Respondent is found in contempt and intransigence. The court holds respondent responsible for the damage on the petitioner physically and financially. The court will further sanction respondent if the court orders from this decree are not met diligently.

Respondent has an outstanding balance of \$500 on the current maintenance order. Respondent is to provide to the court no later than July 1<sup>st</sup>, a proof of payment or pay in full the outstanding balance.



**e-mails to Trial judge's bailiff**



Lupita Galindo <lupitagalindo5577@gmail.com>

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## Return of original documents presented at trial

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Lupita Galindo <lupitagalindo5577@gmail.com>

Fri, Jun 5, 2015 at 10:17 AM

To: Galvan.Court@kingcounty.gov

Dear Ms. Wilcox :

As I was organizing my file I realized that I do not have the original un-cashed checks I presented to the court as evidence. I had made some copies of these checks to give to the court, but I wanted to present the originals as well, to prove to the court that they existed and were not cashed. I would also like to get back the original 2,500 dollars cash deposit slip, as well as the original checks. I do not remember whether or not an un-cashed check for over 700 dollars was admitted or not in the exhibit regarding the un-cashed checks. I have the copy shall the court need it. Furthermore, It was not clear to me whether or not the court was going to investigate with the respondent's employer, how many checks the respondent had not cashed prior to our separation in order to get an accurate amount, or if the court was going to take my testimony that there was about 2,500 dollars in checks that were not cashed prior the separation. In the same regard, I somehow do not have all the exhibits that the court admitted, how can I get a copy?

Since the judge's goal was to terminate the trial on Wednesday, which the judge accomplished. I was not able to complete my testimony, present all my evidence, nor given the opportunity to address the ruling I have asked for in the beginning of the trial regarding all the pending motions that the court of Seattle left for the new assigned judge to rule upon, such as:

- Respondent was continuously in Contempt of court regarding discovery for over 6 months.
- Motions filed addressing the issues where the respondent did not follow the orders given that the temporary order had stipulated.
- Answer to the motion filed to increase the amount of maintenance. These are just some examples of pending motions, there are others.

### OTHER TOPICS:

- My former attorney can give testimony that the 500 dollar maintenance that the respondent's skipped was not an error of miss-counting of the firm's part. In fact, my former attorney had to e-mail the respondent back and forth addressing the issue that the respondent did not make the payment and was asked to do so many times by my former attorney.
- How can the court address the issue in regards to the respondent's blocking my e-mail accounts? It was raised in my motions.

### Suggestion:

I think the best course of action, is for me to pick up the original checks and deposit slip. Please let me know if this coming Monday would be convenient for the court for me to get these items. 1pm? If not, I would like to know

the soonest time convenient for the court, where I may be able to pick up these items.

Thank you for your time.

Guadalupe

Petitioner for case number 14-3-02524-0 SEA

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**Return of original documents presented at trial**

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**Lupita Galindo** <lupitagalindo5577@gmail.com>  
To: "Court, Galvan" <Galvan.Court@kingcounty.gov>

Fri, Jun 5, 2015 at 4:02 PM

Dear Mrs. Willcox,

Attached you will find a pdf file, regarding uncashed checks that from what you answered in your email the court does not seem to have records of these checks in the exhibits. They are as follow:

\$747.03 from state of WA (respondent uncashed paycheck prior to seperation).

\$225.95 receipt from state of WA regarding unclaimed property (another unchashed paycheck prior to seperation).

\$90.12 receipt of affidavit of lost warrant re unclaimed property (another unchashed paycheck prior to seperation).

\$100.00 wrtten to petitioner.

\$200.00 written to petitioner.

Additionally, you will find the agreemet from my initial representation in this case that was 2,500 dollars from Iy Law Group. The judge was asking me to bring before the court the expenses of legal representation. Also, there is a 100 dollar receipt paid to most current former attorney Allen Dermody for initial consultation.

Hope this is helpful to the court.

Guadalupe

Petitioner for case #14-3-02524-0-SEA

[Quoted text hidden]

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 **uncashed checks.pdf**  
841K



Lupita Galindo <lupitagalindo5577@gmail.com>

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## Return of original documents presented at trial

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**Court, Galvan** <Galvan.Court@kingcounty.gov>  
To: Lupita Galindo <lupitagalindo5577@gmail.com>

Fri, Jun 5, 2015 at 11:07 AM

Good Morning,

The court has two uncashed checks and the deposit slip you would like back. I can meet you outside of our courtroom right at 1:30PM on Monday, June 8<sup>th</sup>, to release those items to you. The doors will be locked but I will come out right at 1:30PM. I will also include the trial list of exhibits that were admitted. If you would like copies of the specific items, you will need to go through the clerk's office to obtain copies later next week.

I will be sending out the final orders via email and mail as soon as Judge Galvan finalizes and signs them which will answer most of the questions you have. Some of the questions you emailed were answered and/or ruled on the record on Wednesday.

Thank you,

**Jaymie Bennett** (formerly Wilcox)

Bailiff to Judge Veronica A. Galván

**From:** Lupita Galindo [mailto:lupitagalindo5577@gmail.com]  
**Sent:** Friday, June 05, 2015 10:17 AM  
**To:** Court, Galvan  
**Subject:** Return of original documents presented at trial

[Quoted text hidden]



THIS WARRANT CONTAINS A WATERMARK ON THE BACK. HOLD TO A LIGHT TO VIEW. IF NOT PRESENT, DO NOT CASH.

STATE OF WASHINGTON 4050  
OFFICE OF STATE TREASURER OLYMPIA

28-557 1231 050151D

363022

Reg. No.	Agency	Sub-Agy	Warrant No.	Mo.	Day	Yr.
P1401	4051		050151D	01	10	2014

PAY THIS AMOUNT

PAY TO THE ORDER OF

←←←←← PAY TO THE ORDER OF LEVER 03 CTSCS

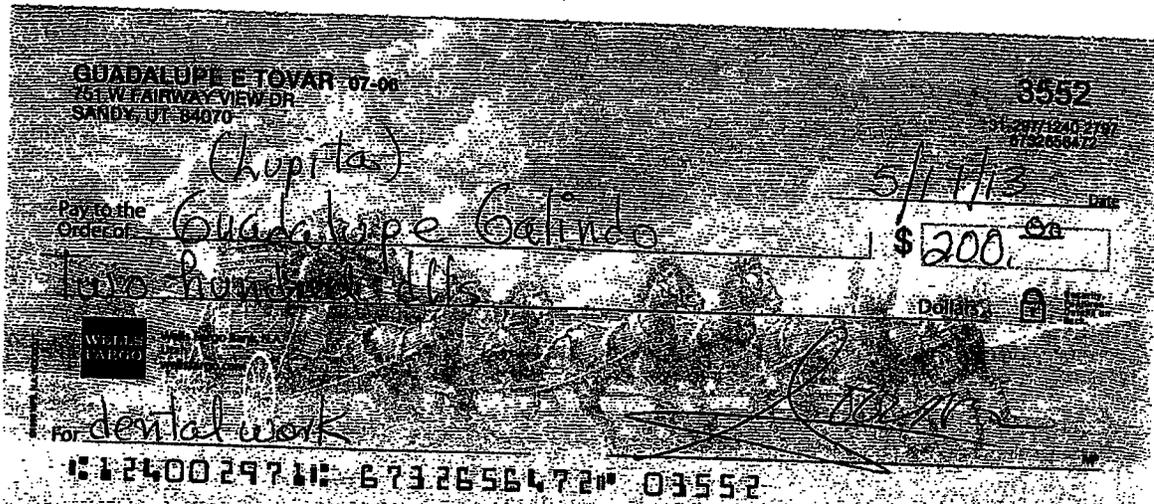
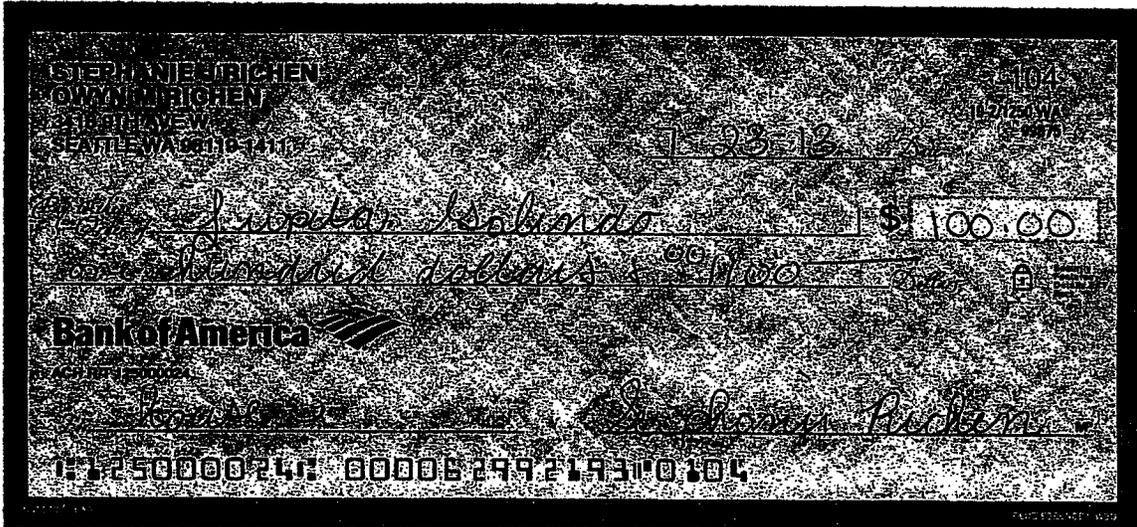
5747.03

TAFOYA, CHRISTOPHER  
9515 Holman Road NW  
SEATTLE, WA, 98117

NEGOTIABLE FOR 180 DAYS ON OR AFTER ABOVE DATE

*James L. McIntire*  
JAMES L. MCINTIRE, STATE TREASURER

⑈4321⑈ ⑆125105576⑆ 05015104⑈



**AFFIDAVIT OF LOST OR DESTROYED WARRANT**

**STATE OF WASHINGTON**

**COUNTY OF**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**FUND**

**WARRANT NO.**

045978D

I, Christopher Tafoya, having been duly sworn, depose and say that I am the proper owner, payee, or legal representative of such owner or payee of the State of Washington's Warrant No.045978D dated 12/24/13 \_\_\_\_\_, in the amount of **Ninety and 12/100 dollars** and that said warrant has been lost, destroyed, or not delivered to me, and to the best of my knowledge has not been paid.

\_\_\_\_\_  
(Signature)

Witness if signed by "X"

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

SUBSCRIBED AND SWORN before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for the State of Washington

Residing at \_\_\_\_\_

Ivy Law Group, PLLC  
 5606 14th Avenue NW Suite B  
 Seattle, WA 98107

# Statement

Date
4/28/2014

To:
Guadalupe Galindo-Tovar 1011 Pike St. Seattle WA 98101

		Amount Due	Amount Enc.		
		\$0.00			
Date	Transaction	Amount	Balance		
03/28/2014	Balance forward		0.00		
04/24/2014	INV #4.	1,791.64	1,791.64		
04/28/2014	PMT	-1,791.64	0.00		
<p><i>Trust account balance</i></p> <p><i>708.36</i></p>					
CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	Amount Due
0.00	0.00	0.00	0.00	0.00	\$0.00

## **Court's List of Exhibits**



TRIAL

Cause No. 14-3-02524-0 SEA

Exhibit List, Page 2 of 3

Caption: In re the Marriage of: Guadalupe Galindo-Tovar and Christopher Tafoya

No.	Π	Δ	Description	A AN R	Date	Re-O & A	I D	R e t
1	X		Chase Bank Account Statement 02/07/14 – 03/03/14	A	6/01/15			
2	X		Bank of America Statement 02/01/14 – 02/28/14	A	6/01/15			
3	X		Bank of America Statement 01/24/14 – 02/20/14	A	6/01/15			
4	X		Bank of America Savings Acct. Stmt 01/24/14 – 02/20/14	A	6/01/15			
5	X		Bank of America Checking Acct. Stmt 01/24/14 – 02/20/14	A	6/01/15			
6	X		Chase Bank Account Statement	A	6/01/15			
7	X		Bank of America Account Statement 12/21/13 – 01/23/14	A	6/01/15			
8	X		Chase Bank Account Statement 11/07/12 – 12/06/12	A	6/01/15			
9	X		Chase Bank Account Statement 01/08/14 – 02/06/14	A	6/01/15			
10	X		Bank of America deposit receipt in plastic bag	A	6/01/15			
11	X		Medical itinerary for Galindo-Tovar, Guadalupe	A	6/03/15			
12	X		Group Health statement	A	6/03/15			
13	X		Attorney Fees & Costs	A	6/03/15			
14	X		Uncashed check from Comcast	A	6/03/15			
15	X		Copy of check from State of Washington	A	6/03/15			
16	X		Uncashed check from State of Washington	A	6/03/15			
17	X		Letter to Respondent from Liquor Control Board	A	6/03/15			
18	X		Copy of two checks from Angelo Allard	A	6/03/15			

This package contains:

Trial brief

73736-8-I

No. ~~37736-8-1~~

COURT OF APPEALS DIVISION 1

Trial Brief Index

1. Appellant's Opening Brief Cover Page	1	page
2. Table of contents and Authorities i	1	page
3. Statues ii	1	page
4. Brief	37	pages

Appendix:

5. Decree of Dissolution	6	pages
6. Findings of Facts and Conclusions of Law	7	pages
7. Pre-Trial Memorandum	7	pages
8. Trial Brief	11	pages
9. Proposed Decree	7	pages
10. Court List of exhibits	3	pages
11. E-mails to Trial judge's bailiff	8	pages

Total pages including Index page 90 pages

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STATE OF WASHINGTON  
2016 JUL 22 AM 10:54

## DECLARATION OF SERVICE

The undersigned declares under penalty of perjury under the laws of the State of Washington that the forgoing is true and correct:

Than on July 22, 2016, I arranged for service of the forgoing

**Appellant's Brief**

To the court and the parties to this action as follows:

Office of Clerk

Washington Court of Appeals, Division I

One Union Square

600 University Street

Seattle, WA 98109

Via U.S. mail

Mr. Christopher J Tafoya, respondent Pro Se

PO Box 19412

Seattle, WA 98109

Via U.S. mail

Dated at Seattle, Washington this 22<sup>nd</sup> day of July, 2016



Guadalupe Galindo Tovar, Appellant