

I. Executive Summary

This case presents a fundamental breach of Washington State community property law stemming from undisclosed arrangements that undermined joint property rights. Throughout our 25-year marriage, I maintained equal financial obligations and responsibilities as co-owner of jointly held property valued at over \$3 million, unaware that Christine was establishing separate property claims based on parental contributions made between 2004 and 2009.

The financial impact of this concealment is severe:

- Total property value: \$3,074,000
- Claimed separate property interest: \$515,413
- Joint liabilities maintained: \$344,330
- Additional claims pending: \$21,753

The legal implications are equally severe. Washington law requires transparency and mutual consent for modifications to community property rights—Christine's unilateral actions to establish separate property interests while accepting equal contributions violated these requirements. More troubling, this arrangement remained undisclosed for nearly two decades while I maintained equal payments and shared all property obligations.

II. Legal Framework & Violations

Washington State's community property framework provides explicit statutory protections for marital property rights. **RCW 26.16.030** establishes that property acquired during marriage is presumed to be community property, requiring transparency and mutual consent for any ownership rights changes. Furthermore, **RCW 26.16.210** mandates that any conveyance or contract modifying joint property rights must be executed by both spouses to be legally enforceable.

Christine's actions systematically undermined these protections in three ways:

1. Breach of Transparency Requirements

- Accepted parental payments creating claimed separate property interests
- Never disclosed these arrangements during 19 years of equal contributions
- Maintained the appearance of joint ownership while secretly claiming greater rights

2. Violation of Consent Requirements

- Modified property rights without required spousal notification
- Failed to obtain legally required consent for property status changes
- Circumvented statutory protections for community property rights

3. Substantial Obligations Under False Pretenses:

- Primary mortgage liability: \$183,733
- HELOC responsibility: \$160,597
- Equal monthly payments
- Property maintenance duties
- Tax obligations

The timing of these violations is legally significant. The undisclosed arrangements began in 2004, continued through our 2007 home purchase, during which I assumed full joint liability, and remained concealed until our separation in 2023. During this period, I maintained equal contributions and responsibilities while my fundamental property rights were undermined without my knowledge.

This pattern of concealment directly violates Washington's requirement for transparency and mutual consent in property matters. More critically, it breaches the fiduciary duty inherent in marital property arrangements, raising serious questions about how community property rights could be modified without informing the co-owner bearing equal liability and making equal contributions.

Timeline and Gift vs. Loan Analysis

In this case, the pattern of concealment spans nearly two decades, during which I maintained equal property obligations while my ownership rights were secretly diminished. Understanding this timeline is crucial to recognizing the systematic nature of these violations.

The sequence began with our joint property acquisition in 2007, where we both assumed full liability for a significant mortgage. Unknown to me then, Christine had already started accepting parental payments that would later form the basis of her separate property claims. These payments continued through 2009, yet their alleged separate property character remained undisclosed until our separation in 2023.

Critical Timeline Points:

- 2004-2009: Parent payments made without disclosure of separate property intent
- 2007: Joint home purchase with full shared liability
- 2009-2023: Equal payments and responsibilities maintained
- 2023: First disclosure of separate property claims during divorce

During this entire period, I fulfilled all obligations of joint ownership, including:

- Equal monthly mortgage payments
- Shared maintenance responsibilities
- Joint tax obligations

- Property improvements and upkeep

The concealment's impact is magnified by its duration. For nearly two decades, I made financial decisions. I maintained equal contributions based on the understanding that we were equal owners of community property - an understanding that Christine allowed to continue while secretly holding documentation she now claims establishes separate property rights.

IV. Addressing the Gift vs. Loan Argument

Christine now characterizes her parents' contributions as gifts or loans, establishing separate property interests. However, this argument collapses under the weight of their contemporary documentation and communications.

Analysis of the actual payments reveals that only \$253,556 of the total \$515,413 claimed was ever directed to the mortgage company:

Direct Mortgage Payments:

- September 2006: \$89,801
- November 2007: \$86,500
- January 2009: \$77,255

The remaining \$261,857 was either:

- Transferred directly to joint accounts
- Sent without specified recipients
- Commingled with community funds

More tellingly, contemporary communications from Christine's father directly contradict the separate property claim. His emails consistently reference both spouses and joint ownership:

1. Joint Account Instructions: "Give David precise instructions about your or Rob's account."

- February 2009 wire transfer specifying "Robert and Christine Moyer" as account holders
- Discussion of transfers to "your or Robert's A/C"

2. Financial Planning Context:

- Joint discussions about refinancing strategy
- References to shared mortgage reduction goals
- Emails including both spouses in financial decisions

3. Property Ownership Language: "You and Robert are the only house owners."

- No indication of separate property intent
- Consistent treatment as joint owners

- References to shared financial responsibility

This evidence demonstrates that even if we engage with the gift vs. loan question, their own contemporary documentation establishes joint intent and treatment of these funds. The absence of any separate property agreement, combined with the consistent use of joint accounts and inclusion of both spouses in financial communications, decisively refutes their current attempt to recharacterize these payments as separate property.

V. Documentary Evidence

The documentary record in this case provides compelling evidence of joint intent and treatment of these properties as community assets. Critical communications and financial records directly contradict any claim of separate property status.

Direct Evidence of Joint Intent

The most telling evidence comes from Christine's father's communications, which consistently recognize and reinforce joint ownership:

February 2009 Bank Transfer Instructions:

- Account Holder: "Robert and Christine Moyer"
- Joint Account #77188654
- Both names required for account access

Email communications from this period repeatedly reference both spouses in financial discussions: "Why did we not transfer the monies directly to your or Robert's A/C as we did in the past? That took about two days only, and you could immediately transfer it to the mortgage company's A/C."

Financial Integration

The payment structure itself undermines any claim of separate property interest:

1. Payment Distribution:

- Only \$253,556 directly to the mortgage company
- \$261,857+ sent to joint accounts
- No segregation of funds as separate property

2. Joint Financial Planning: "Robert and I were thinking of selling some stock or taking out a small loan to pay down the mortgage below USD\$417,000 so we can qualify for the better rate."

This financial integration and joint decision-making are fundamentally incompatible with separate property treatment. No matter what she had planned, everything was done as community property.

VI. Legal Arguments

Washington State law provides clear guidance for resolving this dispute. The community property presumption, combined with the pattern of joint treatment and equal contribution, compels the preservation of community property status.

Community Property Presumption

RCW 26.16.030 establishes a strong presumption that property acquired during marriage is community property. This presumption can only be overcome through clear and convincing evidence of separate property character. Here, multiple factors reinforce the community property presumption:

1. Property Acquisition

- Joint purchase during marriage
- Equal liability assumed
- Shared responsibility maintained

2. Treatment of Property

- Joint account usage
- Equal contribution history
- Shared decision-making documented

Legal Requirements for Separate Property

To establish separate property status, Washington law requires:

- Clear documentation of separate character
- Consent of both spouses to property status
- Proper segregation of funds
- Contemporary evidence of intent

All of these requirements still need to be met. Instead, the evidence shows:

- Consistent joint treatment
- No separate property agreement
- Extensive commingling
- Contemporary documentation of joint intent

Fiduciary Duty Breach

The attempt to retroactively modify property rights without disclosure raises serious fiduciary duty concerns:

1. Acceptance of Equal Contributions While:
 - Concealing separate property claims
 - Maintaining the appearance of joint ownership
 - Allowing shared financial commitments

2. Impact on Property Rights:
 - Undermining ownership interests without notice
 - Accepting benefits of equal contribution
 - Violating the duty of full disclosure

The legal framework in Washington State exists precisely to prevent this type of unilateral modification of property rights. The combination of non-disclosure, acceptance of equal contributions, and retroactive claims violates the letter and spirit of community property protections.

VII. Requested Relief

The evidence and legal framework compel the preservation of these assets' community property status. Washington State law provides clear remedies for violations of community property rights, particularly where equal contributions were maintained under false pretenses.

Primary Relief Requested

1. Property Status
 - Maintain community property designation
 - Reject retroactive separate property claims
 - Preserve equal ownership rights
2. Financial Considerations Given the clear evidence of joint intent and nearly two decades of equal contributions, equitable distribution should reflect:
 - Equal division of the \$3,074,000 in property value
 - Shared responsibility for the \$344,330 in joint liabilities
 - Recognition of long-term equal contributions to property maintenance and improvement

Additional Considerations

The ongoing financial obligations must be addressed within the context of the attempted property rights violation:

- Re-evaluation of the \$21,753 additional claims in light of concealed arrangements
- Adjustment of tax obligations to reflect actual ownership status

- Fair allocation of future maintenance responsibilities

The requested relief aims to restore the parties to their rightful positions under Washington State community property law while recognizing the extensive history of equal contribution and shared responsibility.

VIII. Conclusion

This case presents a clear violation of Washington State community property law, documented through contemporary communications, financial records, and a pattern of joint property treatment spanning nearly two decades. The attempt to retroactively modify property rights through undisclosed arrangements strikes at the heart of community property protections.

Key Conclusions:

1. Legal Violations: Evidence establishes multiple violations of Washington State law:

- Non-disclosure of property rights modifications
- Breach of fiduciary duty
- Violation of consent requirements
- Undermining of statutory protections

2. Documentary Evidence: Contemporaneous record supports community property status:

- Written communications showing joint intent
- Financial records demonstrating commingling
- Account structures reflecting joint ownership
- Payment patterns indicating shared purpose

3. Equitable Considerations: The circumstances strongly favor community property:

- 19 years of equal contributions
- Shared liability throughout
- Joint financial planning and decision-making
- Mutual property responsibilities

Attempting to retroactively characterize these properties as partially separate assets fails legally and factually. Washington State law requires transparency and mutual consent to modify community property rights, but neither has occurred here. Instead, the evidence shows a pattern of joint ownership, equal contribution, and shared responsibility that mandates preserving community property status.

This conclusion is not merely about legal technicalities - it reflects fundamental principles of fairness and transparency in marital property rights. Allowing retroactively modifying property rights

without disclosure while accepting equal contributions and maintaining equal obligations would undermine the foundations of community property law.

The mediator should preserve the community property character of these assets, recognizing both the legal requirements and the extensive history of joint contribution and shared responsibility that defines this case.

Appendices

Appendix A: Detailed Payment Analysis

Chronological Payment Breakdown

1. November 5, 2004 - HK\$600,000 (USD \$77,922)
 - Purpose: "Mortgage/Inheritance/Interest-Free Loan."
 - Evidence: Bank statement; lacks specific documentation on the recipient.
 - Recipient: No information indicating it was made out to PHH Mortgage or any mortgage servicer, raising ambiguity about its exclusive use for mortgage paydown(Christine Inheritance I...).
2. February 2, 2005 - HK\$400,000 (USD \$51,948)
 - Purpose: "Mortgage/Inheritance/Interest-Free Loan."
 - Evidence: Bank record indicates an inheritance loan but lacks recipient details.
 - Recipient: Not specified as payable to PHH Mortgage or another mortgage-related party, leaving its application open to interpretation(Christine Inheritance I...).
3. July 30, 2005 - HK\$100,000 (USD \$12,987)
 - Purpose: "Mortgage/Inheritance/Interest-Free Loan."
 - Evidence: The bank statement lists it as an inheritance but provides no details on the recipient.
 - Recipient: No documentation specifies PHH Mortgage, implying possible flexibility in its use(Christine Inheritance I...).
4. September 20, 2006 - HK\$700,000 (USD \$89,801)
 - Purpose: "PHH Mortgage Payment."
 - Evidence: A check copy indicates payment is made directly to *PHH Mortgage Services*.
 - Recipient: Clearly made out to *PHH Mortgage Services*, confirming it was directed toward mortgage(All Artifacts for Chris...)(Christine Inheritance I...).
5. November 1, 2007 - HK\$680,000 (USD \$86,500)
 - Purpose: "Mortgage Payment/Inheritance/Interest-Free Loan."

- Evidence: Check made out to *PHH Mortgage*.
 - Recipient: Explicitly directed to *PHH Mortgage*, confirming mortgage application(All Artifacts for Chris...).
6. January 16, 2008 - HK\$764,831 (USD \$98,000)
- Purpose: "Transfer/Inheritance/Interest-Free Loan."
 - Evidence: Bank statement entry; no recipient specified.
 - Recipient: Not explicitly made out to PHH Mortgage, suggesting possible deposit to Christine or a joint account(Christine Inheritance I...).
7. January 9, 2009 - HK\$600,000 (\$77,255)
- Purpose: "PHH Mortgage Payment."
 - Evidence: Check made out to *PHH Mortgage*.
 - Recipient: Confirmed as directed to *PHH Mortgage*, supporting direct mortgage application(Christine Inheritance I...).
8. February 25, 2009 - HK\$161,700 (USD \$21,000)
- Purpose: "Bank of America/Inheritance/Interest-Free Loan."
 - Evidence: Email correspondence indicates transfer to a joint Bank of America account.
 - Recipient: Funds transferred to a joint account held by Robert and Christine rather than directly to PHH Mortgage, allowing for possible co-mingling(Christine Inheritance I...).

Summary with Recipients

- Direct Mortgage Payments (Confirmed Checks to PHH Mortgage):
 - September 20, 2006: HK\$700,000 (USD \$89,801)
 - November 1, 2007: HK\$680,000 (USD \$86,500)
 - January 9, 2009: HK\$600,000 (USD \$77,255)

These payments, totaling USD \$253,556, are documented as checks payable to *PHH Mortgage*, indicating a clear mortgage application.

- Ambiguous or Joint Account Transfers:
 - November 5, 2004: HK\$600,000 (USD \$77,922) - Recipient unspecified
 - February 2, 2005: HK\$400,000 (\$51,948) - Recipient unspecified
 - July 30, 2005: HK\$100,000 (USD \$12,987) - Recipient unspecified
 - January 16, 2008: HK\$764,831 (USD \$98,000) - Recipient unspecified

- February 25, 2009: HK\$161,700 (USD \$21,000) - Confirmed to joint account

Payment Analysis & Legal Implications

The detailed payment analysis demonstrates that only \$253,556 of the claimed \$515,413 separate property interest can be traced directly to mortgage payments:

Direct Mortgage Payments (49.2% of Total)

Three verifiable payments to PHH Mortgage totaling \$253,556:

- September 2006: \$89,801
- November 2007: \$86,500
- January 2009: \$77,255

Unverified or Joint Transfers (50.8% of Total)

The remaining \$261,857 either:

1. Lacks recipient documentation
2. Went to joint accounts
3. Shows evidence of commingling

Appendix B: Key Communications

Critical Email Evidence

January 14, 2007 - Critical Ownership Statement

From: Franciscus Vrijmoed to Christine

"Very good, Chris; Mam and I are also very happy that there is no debt and no further payments, as from now on, Robert and you are the only owners of the house."

January 30, 2009 - Direct Account Reference

From: Father to Christine

"As a matter of fact why did we not transfer the monies direct to your or Robert's A/C as we did in the past?"

February 3, 2009 - Account Instructions

From: Father to Christine

"Now, the only thing we can do is wait for the cheque. In the meantime give David precise instructions about your or Rob's account."

February 19, 2009 - Joint Account Documentation

From: Christine to David Vrijmoed

Bank: Bank of America Account

Holder: Robert and Christine Moyer Account Number: 77188654

Appendix C: Documented Emails