**EXECUTIVE SUMMARY**

This case involves a significant breach of Washington State community property law. During our 25-year marriage, I consistently fulfilled my legal and financial obligations as a co-owner and co-borrower of jointly held property valued at over $3 million. I maintained equal payments and shared liabilities without knowledge of separate property claims later asserted by Christine, based on financial contributions from her parents between 2004 and 2009. This lack of disclosure violates Washington’s requirement for mutual consent, transparency, and fiduciary duty between spouses in property matters. Christine’s attempt to retroactively modify our community property arrangement without my knowledge is both inequitable and contrary to Washington State law. Given nearly two decades of equal payments, the mediator should preserve the community property character of these assets.

**LEGAL FRAMEWORK & UNDISCLOSED SEPARATE PROPERTY CLAIMS**

In this dissolution matter, we face a fundamental violation of Washington State community property law. RCW 26.16.030 establishes that property acquired during marriage is presumed to be community property, requiring transparency and mutual consent for any changes that would impact ownership rights. Furthermore, RCW 26.16.210 requires that any conveyance or contract that modifies joint property rights must be executed by both spouses to be legally enforceable. Christine’s actions circumvented these statutory protections by concealing arrangements to modify property ownership without my knowledge or consent, breaching the fiduciary duty inherent in marital property arrangements.

Throughout our marriage, I maintained equal liability and made equal payments on properties now valued at over $3 million, entirely unaware of arrangements later used to reduce my equity position. Christine’s separate property claim of $515,413, based on her parents’ payments made directly to our mortgage company between 2004 and 2009, was only disclosed during divorce proceedings. Despite bearing equal liability and making equal monthly payments, I was never informed these payments would later be claimed as creating a separate property interest for Christine.

The timeline of concealment is legally significant: Home purchase in 2007 with full joint liability; Parent payments from 2004-2009 without any disclosure of intent to buy me out; Continued equal payments and responsibilities until separation in 2023; No disclosure of separate property claims until divorce proceedings; Nearly two decades of equal obligations while my rights were being undermined.

**VIOLATIONS OF LEGAL RIGHTS & FINANCIAL IMPACT**

The implications of this non-disclosure are severe under Washington State community property law. As both co-owner and co-borrower, I maintained substantial obligations, including primary mortgage liability of $183,733; HELOC liability of $160,597; equal monthly payments; property maintenance responsibilities; and tax obligations.

Yet despite these substantial obligations on property valued at $3,074,000, I was never informed of arrangements that would fundamentally alter my property rights. The impact is now manifesting in three compounding ways: Retroactive $515,413 reduction in my equity position, diminishing my property rights despite equal contributions; continued 50% responsibility for all property debts and additional financial obligations, including $21,753 claimed for child support and ongoing maintenance and tax payments; and finally, Christine now bears the legal burden of explaining how she could legally modify community property rights without informing me as co-owner, why she accepted equal payments while secretly claiming greater ownership, and what legal basis exists for concealing arrangements that affected our joint property rights.

## Gift vs. Loan

### Payment Breakdown with Check Recipients

1. **November 5, 2004 - HK$600,000 (USD $77,922)**
   * **Purpose**: "Mortgage/Inheritance/Interest-Free Loan."
   * **Evidence**: Bank statement; lacks specific documentation on 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**: Bank statement lists as inheritance but provides no details on 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**: Check copy indicates payment 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 (USD $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)
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These payments, totaling USD $253,556, are documented as checks payable to *PHH Mortgage*, indicating 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 (USD $51,948) - Recipient unspecified
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The remaining payments lack definitive proof of exclusive mortgage use, with the February 25, 2009 transfer explicitly going to a joint account, potentially impacting the claim that the entire amount was intended solely for mortgage paydown.

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The breakdown of payments reveals a mix of confirmed mortgage applications and transfers lacking clear documentation of exclusive mortgage use. While some payments were directed to PHH Mortgage, others went to joint accounts or remained unspecified, creating ambiguity around their intended purpose.

### Nail in the Coffin

The emails strongly support the argument that these contributions were intended for both Robert and Christine jointly, rather than as exclusive gifts to Christine. Key points include:

1. **Joint Account Transfers**: Several emails specify transfers to a joint account held by "Robert and Christine Moyer," implying intent to benefit both parties, not Christine alone (e.g., the February 25, 2009 email confirming a $99,000 transfer to the joint account)​(Emails Noting Robert).
2. **Inclusion of Robert in Financial Discussions**: Multiple messages reference Robert directly in the context of the funds. For instance, the February 3, 2009 email requests account information for “your or Rob’s account,” demonstrating flexibility in directing funds for joint benefit​(Emails Noting Robert).
3. **Purpose as Mortgage Reduction for Shared Benefit**: The funds were discussed in relation to reducing joint mortgage debt, which would lower liabilities for both parties. One email even discusses using these funds to refinance at a lower rate, a benefit that would apply equally to both spouses​(Emails Noting Robert).

These points reinforce that the contributions were meant as shared marital support, aligning with Washington State’s presumption of community property (RCW 26.16.030). The lack of clear, exclusive gift language further supports the community property view.

### Please see relevant emails to follow.