

IN THE COURT OF APPEALS OF THE STATE OF WASHINGTON

DIVISION II

In re:

ROBERT ROSS,

Respondent,

v.

TONI HAMILTON,

Appellant.

No. 39887-7-II

UNPUBLISHED OPINION

Serko, J.P.T.[†] — Toni Hamilton appeals the trial court’s rulings regarding her relationship with Robert Ross, arguing that the trial court erred when it (1) found a committed intimate relationship,¹ (2) characterized and distributed the properties, (3) awarded Ross \$17,500, and (4) denied reconsideration. We affirm the trial court, except we vacate its \$17,500 award to Ross.

FACTS

Robert Ross met Toni Hamilton in Alaska in late 1989. Ross was a heavy equipment operator in the oil industry, and Hamilton was an exotic dancer. Ross was still married but had

[†] Judge Susan Serko is serving as a judge pro tempore of the Washington State Court of Appeals pursuant to CAR 21(c).

¹ Our Supreme Court has adopted the use of the term “committed intimate relationship” for what was formerly known as “meretricious relationship.” *Olver v. Fowler*, 161 Wn.2d 655, 657 n.1, 168 P.3d 348 (2007). For the reasons stated in *Olver*, we substitute “committed intimate relationship” for “meretricious relationship.”

been separated from his wife for a couple of years; his divorce completed sometime in 1990 or 1991. Hamilton was also divorced and, from her divorce settlement, acquired property on Columbia Drive in Cathlamet, Washington, a 30.65 percent interest in property on Greenwood Road in Cathlamet, and \$40,000 in liquid funds.

Before meeting Ross, Hamilton owned a duplex on Nickel Street and a condominium on McCarrey Street, both in Anchorage, Alaska. From the beginning of her relationship with Ross, Hamilton was interested in improving her current properties and in acquiring new ones. Ross courted her with his handyman abilities, offering to help repair and improve Hamilton's McCarrey condominium. She accepted, and a relationship took root. They both aspired to live in a nice home.

In 1990, Ross rented a studio apartment near Hamilton's workplace, and she began living with him. They lived in the studio for six to seven months before moving to Hamilton's Nickel duplex. In 1991, Hamilton sold her Columbia property for \$36,000.

Due to the nature of Ross's employment in the Alaskan oil industry, he was away for a few weeks and then home for a few weeks at a time. He earned approximately \$65,000 to \$70,000 per year in the 1990s and \$90,000 per year by 2006. Before 1995, Hamilton's tax returns showed that she had an adjusted gross income ranging from negative \$35,041 to positive \$53,873.

During the first few years of their relationship, Ross's paychecks went to pay an Internal Revenue Service lien. Once Ross paid the income tax lien, he gave Hamilton whatever she needed to pay their bills and left her with additional money to cover unexpected bills that arose in

his absence. In 1998, Hamilton reported that her net income was \$8,427, but she actually deposited \$28,615 into her bank account. Ross trusted Hamilton completely with his money and never asked any questions because he thought they would be together forever.

In 1992, Hamilton bought a house on Valerian Street for \$58,000. The title was in her name, which Ross did not mind because he was wary of another IRS lien. The couple moved to the Valerian house and lived there for several years, completely renovating it. Ross came home every three weeks during his time off. He managed the house maintenance and contributed \$40,000 toward renovations, money that he borrowed against his 401k and travel trailer. Hamilton managed the bookkeeping, paperwork, and money. She also took out a \$25,000 equity loan on the Valerian house to finish the garage.

Ross and Hamilton lived at the Valerian house until 1999, when they moved to Cathlamet and lived in Ross's travel trailer for about a year. Hamilton sold the Nickel duplex in July 1999 for \$104,000 and the Valerian house in July 2000 for \$195,000, realizing \$163,000 after paying off the equity loan. In August 2000, Hamilton purchased a house on Island View Lane in Cathlamet from Tim Abena for \$230,000. She used the \$163,000 from the Valerian house sale and took out a loan for the remainder. Again, the title was in her name only.

Like the Valerian house, the Island View house needed extensive repairs, and Ross and Hamilton worked laboriously to that end. They had the roof and some rotting walls replaced. They had a deck built around the house. When Ross was away working, Hamilton managed the contractors, but Ross would come home from Alaska to help during his time off. They also did some repairs themselves. Ross replaced the roof on the pool house, refurbished the pool boiler,

and repaired the hot tub. He did extensive landscaping, including clearing overgrowth and seeding the Island View house's three-acre lawn. Together, they remodeled the interior. Ross borrowed an additional \$40,000 against his 401k and travel trailer to help finance the repairs and remodeling.

The Island View house required extensive maintenance, and the pool was particularly expensive to operate, so Ross and Hamilton decided to convert it into a bed-and-breakfast (B&B). The B&B was never profitable, but it allowed them to continue to operate the pool and afforded them significant business loss tax deductions. They agreed that Ross, having the largest income, would use the tax deductions. They used his tax refunds to pay business taxes for the B&B and property taxes for the Island View house. Hamilton handled all of the tax related paperwork.

During their time together, Hamilton acquired other investment properties in her name only. In April 2000, she bought 15 acres of property on Big Lake in Alaska for \$21,000, borrowing the purchase money from a friend.² In 2003, she obtained an equity loan, secured by the Island View house, to re-pay the loan. Ross thought they bought the Big Lake property to improve it for a profit, as part of their long-term retirement plan.

In 2002 or 2003, Hamilton bought the remaining 69.35 percent interest in 11 acres of property on Greenwood Road from her former husband (she already had the initial 30.65 percent interest from her divorce settlement). She paid \$40,000 for the Greenwood property, using \$15,000 cash and borrowing the remainder from the same friend who had lent her money for the

² The Big Lake property was assessed at \$63,800 in 2008.

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Big Lake property. Ross helped her improve the Greenwood property by putting in a road access, clearing trees for building, and planting trees. Hamilton subdivided the property and sold a one-acre lot in 2003 for \$25,000 and a 2.3 acre lot a couple years later for \$40,000.

When Ross and Hamilton were not working on their properties, they would spend time together doing outdoor activities. They would go fishing, mushroom hunting, and clam digging. However, the majority of their time was spent improving and maintaining the Island View house. They intended to fund their retirement with the proceeds of property sales and Ross's 401k. Ultimately, they planned to downsize and travel the country in Ross's travel trailer or move to Portugal.

Ross and Hamilton maintained separate bank accounts, but sometime in the 1990s, they opened a joint account so that Hamilton could conveniently pay their bills. They shared heating, water, and phone bills. In addition to their shared bills, Hamilton wrote checks on Ross's behalf to pay his bills. In 1996, Ross put Hamilton on his dental and medical insurance. Ross also named Hamilton as his sole beneficiary on his life insurance policy.

To others, Ross and Hamilton appeared to be a couple. Before buying the Island View house from Abena, Abena heard Hamilton say that the couple would get money to repair the Island View house from Ross's retirement account. At a barbecue, Abena saw Hamilton grab Ross by the ear and say, "*You don't have time to be doing things like [help Abena build a baseball field]. You've got to be working right here.*" Verbatim Report of Proceedings (VRP) (July 2, 2008) at 33.

A long-time friend of Ross and Hamilton, Virgil Cothren, thought they acted as though

they were married. He heard them say that they loved each other, and he watched them hug and kiss each other. He saw them watch television and sleep in the same bed together. And he watched them cook for each other, share their money, hunt and fish together, and do yard work together. He witnessed this behavior in 1991 and on several occasions between 2000 and 2005. At one point, Cothren heard Hamilton say, "*I gotta go pick up my paycheck,*" referring to a time when she was about to go get Ross from the airport. VRP (July 7, 2008) at 66. He thought they were a happy couple who joked a lot with each other.

In 2005, after 15 years of living together, Ross and Hamilton separated. At trial, they disputed whether they were in a committed intimate relationship and how to divide property. Ross's theory was that he was a hard worker who trusted Hamilton to manage finances and to plan for their retirement. He testified that he was faithful and affectionate over the course of their relationship. Hamilton's theory was that Ross was nothing more than a tenant who paid her rent. She testified that Ross proposed to her three times toward the beginning of the relationship and that she rejected the proposals because Ross was not "marriage material." RP (July 15, 2008) at 40. She also testified that they did not have a sexual relationship after her marriage refusals and that she had occasional encounters with other men.

The trial court agreed with Ross that he had a committed intimate relationship with Hamilton. In the decree of dissolution, the trial court awarded Ross a 50 percent ownership interest in the Island View house, a 20.81 percent interest in the Greenwood property (30 percent interest of the 69.35 percent that Hamilton acquired during their relationship), a 40 percent ownership interest in the Big Lake property, a 50 percent interest in his 401k account from 1990-

2005, and a \$17,500 judgment. The \$17,500 judgment represented one-half of the \$35,000 that the court calculated was cash supplied to purchase the Island View house (\$230,000 Island View house purchase price less \$195,000 Valerian house sale price).

Hamilton moved the court to reconsider the property division. She argued that Ross lied under oath about (1) borrowing \$25,000 against his 401k for the Valerian house, (2) stating that his 401k had a maximum value of \$100,000 and a current value of \$30,000, and (3) stating that he took two loans from his 401k between 2001 and 2005. In support of her motion, she submitted copies of 401k records from one of Ross's former employers, Peak Oilfield Service Company, showing that he made one \$25,000 loan in September 2000 and one \$31,554 loan in July 2003. She did not submit any copies of 401k records from his prior employer, VECO Oilfield Services, where he worked from 1990-1993. The trial court denied her motion.

Hamilton also brought a motion to approve the sale of the Island View house, which the trial court granted. The Island View house sold in January 2009 for \$735,000.

ANALYSIS

I. Committed Intimate Relationship

Hamilton first argues that the trial court improperly concluded that she had a committed intimate relationship with Ross. We disagree.

A committed intimate relationship is a “stable, marital-like relationship where both parties cohabit with knowledge that a lawful marriage between them does not exist.” *Connell v. Francisco*, 127 Wn.2d 339, 346, 898 P.2d 831 (1995). Terms such as marital-like or marriage-like are mere analogies, however, because defining committed intimate relationship in terms of

marriage would create a de facto common-law marriage, which our Supreme Court has refused to do. *Connell*, 127 Wn.2d at 350.

To determine whether a committed intimate relationship exists, the trial court analyzes five relevant factors: (1) the purpose of the relationship; (2) the pooling of resources and services for joint projects; (3) the intent of the parties; (4) the degree of continuous cohabitation; and (5) the duration of the relationship. *Connell*, 127 Wn.2d at 346. These factors are neither “exclusive nor hypertechnical” but instead are meant to reach all relevant evidence that is helpful in establishing whether a committed intimate relationship exists. *In re Marriage of Pennington*, 142 Wn.2d 592, 602, 14 P.3d 764 (2000). Whether a relationship is properly characterized as committed and intimate depends on the facts of each case. *Pennington*, 142 Wn.2d at 602.

We review a trial court’s decision about whether a committed intimate relationship existed as a mixed question of law and fact. *Pennington*, 142 Wn.2d at 602. Accordingly, we give deference to the trial court’s factual findings supported by substantial evidence, but we review de novo its legal conclusions that flow from those findings. *Pennington*, 142 Wn.2d at 602-03. Substantial evidence is a quantum of evidence sufficient to persuade a rational, fair-minded person that the premise is true. *Thompson v. Hanson*, 142 Wn. App. 53, 60, 174 P.3d 120 (2007), *aff’d*, 167 Wn.2d 414, 168 Wn.2d 738, 219 P.3d 659, 239 P.3d 537 (2009).

A. Purpose of the Relationship

The trial court found that the purpose of Ross and Hamilton’s relationship was for financial and emotional benefit. Hamilton argues that the relationship was business-like and that Ross was her tenant when he was not working in Alaska.

The record supports the finding that Ross and Hamilton mutually devoted time and money into real property as an investment. They bought low and would sell for a profit. The purpose of building wealth was to eventually retire and spend time traveling together.

Along with these financial investments, Ross and Hamilton offered each other companionship and affection. They participated in outdoor recreational activities together, such as hunting and fishing. They spent time working on the properties for mutual benefit. They cooked for each other. They watched television in a bed together. They kissed, hugged, and joked around with each other. They said that they loved each other. And they slept in the same bed together.

The purpose of their relationship evidences a long, stable, marital-like relationship. The trial court properly reasoned that, based on this evidence, Ross and Hamilton worked together toward the common goal of retirement and that they gave each other companionship and affection. The record supports the trial court's finding that Ross and Hamilton were in a long-term relationship for financial and emotional benefit.

B. Pooling of Resources

The trial court found that Ross and Hamilton combined their financial and physical efforts to improve real estate and thereby gain equity. Hamilton argues that substantial evidence does not support the finding that she and Ross commingled their finances. She maintains that Ross's contributions to improve the real estate were in lieu of rent and board. She further argues that Ross never presented documentation to substantiate his claim that he contributed portions of his monthly paychecks and two \$40,000 loans. And she argues that they maintained separate

checking accounts.

In different ways, Ross and Hamilton both worked hard. Ross excelled in physical labor, having extensive experience in operating equipment used to improve landscaping and to repairing their properties. He also worked full-time, consistently earning \$65,000 to \$70,000 for the 15 years they were together. Hamilton was skilled in managing financial matters, and she pooled her separate equity to leverage resources. With Ross's physical know-how and steady income, coupled with Hamilton's business savvy, the two were able to significantly increase their wealth. Notably, they increased the value of the Valerian house from \$58,000 to \$195,000 and the Island View house from \$230,000 to \$735,000. This evidence supports the finding that Ross and Hamilton pooled their resources, not that Ross contributed to improving the properties in lieu of rent.

In addition to working hard and contributing his wage earnings, substantial evidence supports the trial court's finding that Ross contributed portions of his monthly paycheck. Ross testified that, once he satisfied his tax debt, he continually gave Hamilton a monthly check of whatever he figured they needed. The evidence also showed that Hamilton had varied income and referred to Ross as her "paycheck." VRP (July 7, 2008) at 66. That Ross and Hamilton were able to invest in properties despite Hamilton's varied income and an unprofitable B&B further supports the finding that Ross contributed significant capital to the relationship.

Substantial evidence also supports the finding that Ross made two \$40,000 loans. Ross testified that both times he borrowed \$25,000 against his 401k and \$15,000 against his travel trailer. Cothren corroborated Ross's testimony, testifying that he borrowed money from his 401k

and travel trailer. Similarly, Abena testified that, after he declined to loan Hamilton \$40,000 to improve the Island View house, Hamilton said that she would borrow the money from Ross's retirement account. Hamilton testified that Ross did not make two \$40,000 loans, but we leave credibility determinations for the trier of fact. *In re Marriage of Greene*, 97 Wn. App. 708, 714, 986 P.2d 144 (1999); *In re Marriage of DewBerry*, 115 Wn. App. 351, 362, 62 P.3d 525, review denied, 150 Wn.2d 1006 (2003).

In light of this evidence, that Hamilton and Ross had separate checking accounts—which were in addition to a joint account—is not enough to overcome a finding that substantial evidence supports the trial court's finding that they pooled resources to increase their wealth.

C. Intent of the Parties

The trial court found that Ross and Hamilton held themselves out as being in a long-term relationship, akin to a married couple. Hamilton argues that her three refusals to marry him evidence her intent that the relationship was never going toward marriage. She also argues that the relationship was not exclusive because she would see other men and because Ross was still married when the relationship began.

Cothren testified that he heard them say that they loved each other, saw them sleeping in the same bed, and watched them hug each other. He also watched them cook for each other, share their money, hunt and fish together, and do yard work together. Abena testified, in effect, that Hamilton wielded control over Ross's free-time. Ross added Hamilton to his medical and dental insurance policies, named her as sole beneficiary on his life insurance policy, and shared bills and a checking account with her. Ross also testified that he was faithful and affectionate with

Hamilton for the duration of their relationship.

Hamilton's testimony that she refused Ross's three requests for her to marry him simply shows that she knew she was not married but continued to have a marriage-like relationship for 15 years. Hamilton claimed that she had occasional encounters with other men and thought Ross did the same, but we leave credibility determinations for the trier of fact. *Greene*, 97 Wn. App. at 714; *DewBerry*, 115 Wn. App. at 362.. Further, although Ross was married when he first met Hamilton, he had already been separated for a couple of years, and he finalized his divorce within the first year of their 15-year relationship. Hamilton's assertions are not persuasive in light of the other evidence. The record supports a finding that they held themselves out to be in a marriage-like relationship.

D. Continuous Cohabitation

The trial court found that, although Ross's job kept him away for weeks at a time, Ross's irregular schedule was not abnormal when compared to some professions, such as commercial fishing, and thus, Hamilton and Ross continually lived together from 1990 to 2005. Hamilton maintains that the cohabitation was not continuous because Ross was regularly absent when he went to Alaska for work.

Uncontroverted was that Ross traveled from Alaska to the Island View house during his time off. Although Ross had a unique work schedule, he made constant effort to be home in his spare time. As the trial court noted, certain professions have irregular schedules. Ross's irregular schedule does not defeat the continuity of his cohabitation with Hamilton because he went home often and worked around the house when he was home. That he needed a cheap place to stay

during his time off is simply unsubstantiated in light of the evidence as a whole, and the trial court properly found that they lived together for 15 years.

E. Duration of the Relationship

The trial court found that Ross and Hamilton agree that they had a relationship of some form from 1990 to 2005. Ross testified that he started living with Hamilton in 1990 and that his relationship with Hamilton ended in 2005. Cothren testified that he saw Ross and Hamilton sleeping in the same bedroom as early as 1991 and again between 2000 and 2005. We find that substantial evidence supports the trial court's finding.

After reviewing the foregoing factors, we are satisfied that the trial court properly concluded that Ross and Hamilton had a committed intimate relationship from 1990 to 2005.

II. Property Interest and Distribution

Hamilton next disputes how the trial court characterized and distributed the property. We find no error.

Once a trial court determines that the parties had a committed intimate relationship, the trial court must (1) evaluate the interest each party has in the property acquired during the relationship and (2) make a just and equitable distribution of the property. *Connell*, 127 Wn.2d at 349. "The critical focus is on property that would have been characterized as community property had the parties been married." *Connell*, 127 Wn.2d at 349. The court should not consider the property that each party owned before the relationship or the property that would have been characterized as separate property had the couple been married. *Connell*, 127 Wn.2d at 349, 352. Property acquired during a committed intimate relationship creates a rebuttable

presumption that it belongs to both parties. *Pennington*, 142 Wn.2d at 602. If the moving party fails to rebut this presumption, the trial court may look to the dissolution statute, RCW 26.09.080, for guidance in fairly and equitably distributing the property acquired during a committed intimate relationship. *Pennington*, 142 Wn.2d at 602.

The trial court may consider all relevant factors, including but not limited to, the nature and extent of the community property, and the economic circumstances of each spouse at the time it divides the property. RCW 26.09.080. “The court may consider the health and ages of the parties, their prospects for future earnings, their education and employment histories, their necessities and financial abilities, their foreseeable future acquisitions and obligations, and whether ownership of the property is attributable to the . . . efforts of one or both spouses.” *In re Marriage of Gillespie*, 89 Wn. App. 390, 399, 948 P.2d 1338 (1997).

A party challenging a property distribution must demonstrate that the trial court manifestly abused its discretion. *In re Marriage of Lindsey*, 101 Wn.2d 299, 307, 678 P.2d 328 (1984); *Gillespie*, 89 Wn. App. at 398. A trial court abuses its discretion when its decision is based on untenable grounds. *Gillespie*, 89 Wn. App. at 398-99.

A. The Island View house

We presume that the Island View house belongs to both Ross and Hamilton because it was purchased during their relationship. To overcome this presumption, Hamilton argues she bought it with proceeds from the Valerian house, which she maintains was separate property.

Hamilton fails to overcome the presumption. She ignores that Ross, in addition to his labor, contributed \$40,000 in cash to improve the Valerian house and contributed his \$65,000-

\$70,000 annual salary for the duration of their relationship. Ross also used his tax return to pay the property taxes. Before 1995, Hamilton's tax returns showed that she had an adjusted gross income ranging from negative \$35,041 to positive \$53,873. Further, although Hamilton reported that her net income in 1998 was \$8,427, she had actually deposited \$28,615 into her account. Her large income fluctuation and receipt of money in addition to her income only bolsters the trial court's finding that Ross's salary provided a direct, tangible benefit to the community. To the extent that Ross did not submit documentation supporting his monetary contributions, the documents that Hamilton submitted proved only that title to the property was in her name alone. Finally, Ross and Hamilton saw the Valerian house's value increase from \$58,000 to \$195,000. It was under these circumstances that the trial court found Ross's testimony regarding his contributions credible.

But Hamilton also argues that, when she bought the Island View house, she contributed the \$67,000 difference between the Valerian house net sale (\$163,000) and the Island View house purchase price (\$230,000). Assuming that Hamilton paid the \$67,000 difference from wholly separate funds, Ross more than offset half of that when he contributed the \$40,000 loan to improve the Island View house and continued to contribute a portion of his salary. If anything, Ross contributed more capital than Hamilton to the Island View house. Indeed, it was their pooling of resources, hard work, and planning that increased its value from \$230,000 to \$735,000. We hold that the trial court did not err in finding that Ross and Hamilton had equal ownership in the Island Property. Because their contributions were essentially equal, we do not disturb the trial court's award of 50 percent to Ross.

B. Greenwood & Big Lake Properties

Hamilton also argues that the trial court improperly awarded Ross a portion of the Greenwood and Big Lake properties because she financed them with personal loans from a friend.

We presume that the portion of the Greenwood property that Hamilton purchased during their relationship (69.35 percent interest in 11 acres) belonged to both Ross and Hamilton. And we presume that Big Lake property belongs to both Ross and Hamilton because the purchase occurred during the course of their relationship. *Pennington*, 142 Wn.2d at 602. Although Hamilton may have financed the properties from a loan through a friend, Ross shared his income with her before and after the purchase. Their resources were consistently commingled. Hamilton fails to show that money used to purchase the Greenwood and Big Lake properties came from a separate source.

Hamilton argues that the trial court erred in awarding Ross a 20.81 percent interest in the Greenwood property because the value of his time and work on the property was slight compared to the value of the awarded interest. She similarly argues that we should reverse his 40 percent award in the Big Lake property because he provided no work there. Her argument ignores that he shared his salary with Hamilton over the course of their 15-year relationship and that she used an equity loan secured by the Island View house to pay back the initial loan she used to purchase the Big Lake property. Ross contributing his salary made it possible for Hamilton and Ross to invest in other properties. We hold that the court did not abuse its discretion in these awards.

C. \$17,500 Judgment

Hamilton finally argues that the trial court erred when it awarded Ross \$17,500 for one-

half of the \$35,000 difference between the Valerian house sale price (\$195,000) and the Island View house purchase price (\$230,000). She asks us to vacate the award. Br. of Appellant at 38.

Ross and Hamilton made equal investments in the Island View house and received an equal award. Because Ross received 50 percent award of the Island View house, awarding him an additional \$17,500 for half of the \$35,000 down payment was error. His 50 percent award reflects any funds that he contributed to purchase the Island View house beyond what the Valerian house proceeds covered. Accordingly, we vacate the award of \$17,500.

III. Motion For Reconsideration

Lastly, Hamilton argues that the trial court abused its discretion when it denied Hamilton's motion for reconsideration. We review a trial court's decision to grant or deny a motion for reconsideration for abuse of discretion. *Drake v. Smersh*, 122 Wn. App. 147, 151, 89 P.3d 726 (2004).

Hamilton argues that the trial court erred in denying the motion because Ross's 401k records do not show that he made two \$40,000 loans to improve the properties. Without that documented evidence of those cash contributions, Hamilton urges us to find that she had the sole interest in the properties because Ross's labor alone is insufficient to sustain a finding otherwise.

Ross testified that he made a \$40,000 loan to improve the Valerian house and a \$40,000 loan to improve the Island View house. He testified that both times he borrowed \$25,000 against his 401k and \$15,000 against his travel trailer. On her motion for reconsideration, Hamilton submitted evidence obtained from Peak that Ross made two loans against his 401k, one in September 2000 for \$25,000 and the other in July 2003 for \$31,554. But the September 2000

loan is for an amount consistent with Ross's testimony, and the July 2003 loan is consistent with Hamilton's testimony that Ross took out a loan to go into business with his son-in-law. The only remaining questions are with respect to the \$25,000 loan against Ross's 401k to improve the Valerian house, and the two \$15,000 loans against his travel trailer.

Ross's testimony provides reason to conclude that his employer, Peak, may not have had any record of the \$25,000 loan that he took out against his 401k to improve the Valerian house. He testified that he worked at VECO from 1990 to 1993 and at Peak from 1993 to 2007. This reasonably explains why 401k documents subpoenaed from Peak did not include the first \$25,000 loan against his 401k to improve the Valerian house. Indeed, he moved into the Valerian house sometime in 1992. Further, Ross testified that he provided two \$15,000 loans against his travel trailer, which Hamilton did not contradict with documentary evidence. The trial court found Ross's testimony credible. We do not substitute our judgment for that of a trial court on a disputed factual issue or adjudge witness credibility. *Greene*, 97 Wn. App. at 714; *DewBerry*, 115 Wn. App. at 362.

Even assuming that Ross did not make the \$40,000 loan to improve the Valerian house, the record contains uncontroverted evidence that he shared his salary with Hamilton. Because Hamilton's salary fluctuated dramatically, the logical conclusion is that Ross's salary indirectly benefited the Valerian house. Indeed, this loan was only one component of many factors that the trial court relied upon. We find no error.

Affirmed in part, reversed in part and remanded for further proceedings consistent with this opinion.

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A majority of the panel having determined that this opinion will not be printed in the Washington Appellate Reports, but will be filed for public record pursuant to RCW 2.06.040, it is so ordered.

Serko, J.P.T.

We concur:

Quinn-Brintnall, J.

Worswick, A.C.J.