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FILED

MAR 12 2019

Timothy W. Fitzgerald
SPOKANE COUNTY CLERK

Superior Court of Washington, County of SPOKANE

No. 17-3-01817-0

Motion For The Following:

Contempt

In re the Marriage of:

SIRINYA SURINA

Petitioner,

And

AARON MICHAEL SURINA

Respondent.

Motion for Contempt Hearing

I declare:

1. I am a: Petitioner in this case.
2. The other party: Aaron M. Surina, did **not** obey the orders listed below that were signed by the court on: *August 10, 2018 and January 3, 2019* in: Spokane County, WA
3. The Temporary Order entered on August 10, 2018 ordered the parties to immediately place the family residence for sale due partly to an economic need being established.
4. The August 10th order further directed the parties to cooperate in listing the residence in a manner to effectuate a sale which closes as soon after an offer is accepted as possible.
5. A title insurance policy must be issued before the buyers can secure their financing for the purchase of the residence and for the closing to move forward.

- 1 6. The January 3, 2019 directed Petitioner, Sirinya Surina to act as agent for the
2 community to enter into a Purchase and Sale Agreement without interference by
3 Respondent. A buyer was secured within two weeks of the entry of the January Order.
4 These buyers have obtained financing, but their lender requires title insurance to
5 complete the closing of the sale of the real estate.
- 6 7. I borrowed close to \$50,000 from Carl and On Wilson to pay my attorney fees to defend
7 myself against various frivolous motions filed by Respondent. The court found
8 Respondent in Contempt and awarded attorney fees due to several of his motions.
- 9 8. As security for paying what I owed to Carl and On, I executed Promissory Notes in
10 various amounts and secured these notes with a Deed of Trust on our real property,
11 which we purchased during our marriage. The Deed of Trust was filed with the Spokane
12 County Auditor's Office.
- 13 9. First American Title Company (FATCO) was engaged to issue the title insurance for our
14 real estate. Upon completing its investigation, it required Respondent to add his
15 signature to the Purchase and Sale Agreement by addendum, which he refused to do.
16 They also required resolution on the Deed of Trust held by Carl and On Wilson which
17 created a conflict between the court's order to deposit net proceeds from the sale of the
18 real property into Keith A. Glanzer P.S.'s trust account and satisfying the Wilson's
19 secured Promissory notes.
- 20 10. The Wilson's agreed to reconvey their Deed of Trust and accept other security from me
21 to secure their Promissory Notes. Please see Exhibit A, a true and correct copy of the
22 Full Reconveyance. The original reconveyance will be provided to the closing attorney
23 for filing with the County Auditor as part of closing of the sale of the real estate.
- 24 11. Respondent still refused to sign the Purchase and Sale Agreement. He contacted
25 FATCO and threatened them with, among other things, an FBI investigation. FATCO
26 withdrew from issuing title insurance and conducting the closing on the real estate.
- 27 12. Donna Henry, the agreed upon and court ordered realtor, secured Spokane County Title
28 Company to issue title insurance. However, Spokane County Title also required
29 Respondent to sign the Purchase and Sale Agreement in order to issue title insurance.
30 Spokane County Title refused to conduct the closing due to the high conflict dissolution
31 of marriage action.
- 32 13. We are at risk of losing these buyers due to Respondent's failure to timely execute a
33 Purchase and Sale Agreement as required by Spokane Title.
- 34 14. Respondent still refuses to execute the Purchase and Sale Agreement prepared by
35 Spokane Title Company in violation of the court's August 10, 2018 and January 3, 2019
36 orders.

1 **15. Request** – I ask the court to:

- 2 • Approve the judgment and orders I've requested,
3 • Find the other party in contempt, and
4 • Approve the requests in Section 5 below.

4 **4. Money judgment requested**

I ask the court to approve a judgment ordering the other party to pay:

5

	Amount	Interest	From (date)	To (date)
6 Attorney Fees	\$1,200.00	\$		
7 Sanctions	\$500.00			

8 **5. Fines and penalties (remedial sanctions) requested**

9 Approve other reasonable orders, including ordering the other party to:

- 10 • Pay a fine for each day in the amount of \$200.00 that the court's orders are not
11 followed,
12 • Meet certain conditions to stop being in contempt (purge the contempt), including
13 but not limited to immediately (today) executing the Purchase and Sale Agreement
14 prepared by Spokane County Title Company.
15 • Pay sanctions, my lawyer fees and costs, and
16 • Any other relief allowed by law (Chapter 7.21 RCW, Chapter 26.09 RCW, Chapter
17 26.10 RCW, Chapter 26.26 RCW, and RCW 26.18.040).

14 **6. Other orders requested (if any):**

15 I declare under penalty of perjury under the laws of the state of Washington that the facts I have
16 provided on this form are true.

16 Signed at Spokane, Washington

Date: 3/12/19

17 

18 Sirinya Surina
19 Petitioner/Moving Party

20 Presented by:

21
22
23 KEITH A. GLANZER, WSBA No. 20424
24 Attorney for Petitioner

25 Email: kaggs70@hotmail.com

REQUEST FOR FULL RECONVEYANCE

COPY

Do not record. To be used only when note has been paid.

TO: TRUSTEE

The undersigned is the legal owner and holder of the note and all other indebtedness secured by the within Deed of Trust. Said note, together with all other indebtedness secured by said Deed of Trust, has been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel said note above mentioned, and all other evidences of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you thereunder.

DATED THIS 8 DAY OF MARCH 2019.


CARL WILSON

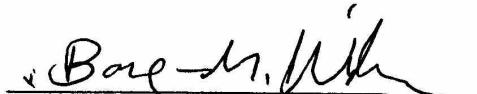

BANG-ORN M. WILSON

EXHIBIT A