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IN THE SUPERIOR COURT
FOR THE
COMMONWEALTH OF THE NORTHERN MARIANA ISLANDS

SHERYL SIZEMORE BLANCO,	**FCD-DI CIVIL ACTION NO.: 17-0259**
Petitioner,	
v.	**FINDINGS OF FACT AND CONCLUSIONS OF LAW AND JUDGMENT ON DIVISION OF MARITAL ASSETS**
HARRY CAMACHO BLANCO	
Respondent.	

I. INTRODUCTION

THIS MATTER came before the Court for a Bench Trial on March 28, 2018, in Room 101 of U.S. District Court of the CNMI. The Bench Trial concluded on April 12, 2018 after seven days of examination of the only two witnesses, Sheryl Sizemore and Harry Blanco. The Court heard final oral arguments on the remaining property issues stemming from the parties' separation and divorce. Attorneys Robert T. Torres and Oliver M. Manglona represented Petitioner/Cross-Respondent Sheryl Sizemore ("Ms. Sizemore"), who was present. Attorney David G. Banes represented Respondent/Cross Petitioner Harry Camacho Blanco ("Mr. Blanco"), who was also present.

Having reviewed the parties' submissions, all trial testimony, and the applicable statutes, rules, and case law, the Court is prepared to issue its Findings of Fact and Conclusions of Law and Judgment on Division of Marital Assets. Any finding of fact equally applicable as a conclusion of law is hereby adopted as such and the converse is also adopted as such.

II. LEGAL STANDARD

When handling a divorce case in the CNMI, the Court looks to 8 CMC §§ 1811, *et seq*., the Commonwealth Marital Property Act of 1990 ("MPA"). The MPA is instructive and provides a solid baseline for the Court to begin property division of parties upon divorce. However, the MPA is not all-inclusive, and there are times when the Court must go beyond the four corners of the MPA and use its discretion to find an equitable distribution of marital property.

It is well established that all property acquired during marriage is presumed to be marital property and the party seeking to exclude that property from equal division on divorce has the burden of overcoming this presumption by tracing assets to their separate source. *Reyes v. Reyes*, 2004 MP 1 ¶ 36. The presumption is nearly conclusive and may only be overcome by clear and convincing evidence with any doubts to be resolved in favor of a finding of marital property. *Id*. Self-serving statements are not enough to overcome the presumption. *Id*.

Within the dictates of the MPA, the trial court has broad discretion in dividing marital property on divorce. *Reyes*, 2004 MP 1 ¶ 27. The division of marital property is subject to the broad discretion of the trial court, whose determinations will be upheld on appeal unless there is a clear showing of an abuse of discretion. *Id*. at ¶ 3. It is within the discretion of the trial court to adjudge the credibility of witnesses and weigh testimony and evidence. *Id*. at ¶ 56; *Santos v. Santos*, 2000 MP 9 ¶ 19.

III. FINDINGS OF FACT & CONCLUSIONS OF LAW

1. The parties were married on April 11, 2014 and have been separated and living apart since April 2, 2017. Tr. at 47, 295.
2. Both parties were residents of the CNMI for the requisite ninety days immediately preceding the filing of the complaint for divorce. 8 CMC § 1332.

3. On February 2, 2018, the Court conditionally granted Respondent's Motion for Partial Judgment on the Pleadings, in which Mr. Blanco requested the Court enter a partial judgment for divorce and set the matter for a separate hearing as to the identification and distribution of marital assets and debts. *See Blanco v. Blanco*, FCD-DI Civ. No. 17-0259 (NMI Super. Ct. Feb. 2, 2018) (Order).

4. On March 29, 2018, upon the parties' stipulation and Ms. Sizemore's agreement to waive any Survivor Benefit Plan ("SBP") coverage, the Court entered a Decree of Divorce on March 29, 2018, pursuant to 8 CMC § 1331(g). *See Blanco v. Blanco*, FCD-DI Civ. No. 17-0259 (NMI Super. Ct. Nov. 29, 2018) (Decree of Divorce).

5. Prior to their marriage, Ms. Sizemore was a full-time employee at the CNMI Governor's Office and held a position at Financial & Insurance Services Group ("FISG"). Tr. at 32. Mr. Blanco was a service member in the U.S. Armed Forces and served in the military from December of 1980 until May 31, 2014, approximately one month after the parties' marriage. Tr. at 294-295.

6. Since the parties' marriage, Ms. Sizemore has retired from the CNMI Government and is currently the Vice President of FISG. Tr. at 811. Mr. Blanco is currently employed as a civilian with the U.S. Department of Interior ("DOI"), Office of Insular Affairs ("OIA") as the OIA Field Representative. Tr. at 304.

7. The parties have no children from the marriage. They both have children from their previous marriages.

8. At the time of separation, the parties owned the following interest in property/assets and debts:

A. Marital Assets

9. **Mr. Blanco's Civilian Thrift Savings Plan (TSP)**

Mr. Blanco began his employment with the Department of Interior on January 12, 2015. Tr. at 304. During the marriage, Mr. Blanco contributed $16,203.43 towards his Civilian Thrift Savings Plan ("TSP") retirement account, which began sometime during the marriage. *See* Ex. F. The parties, and the Court, agree that Mr. Blanco's retirement contribution of $16,203.43 towards his Civilian TSP is attributable to the marriage. The Court finds that Ms. Sizemore is entitled to one-half its value, or $8,101.72. Tr. at 622. *See* 8 CMC § 1828(a). The remaining portion is Mr. Blanco's individual property.

10. **Mr. Blanco's Federal Employment Retirement System (FERS)**

Through his employment with the Department of Interior, Mr. Blanco contributed to a second retirement plan, the Federal Employment Retirement System ("FERS"). Tr. at 30, 350. Mr. Blanco contributed $7,010.00 into his FERS retirement plan during the marriage. Tr. at 30, 350. The parties, and the Court, agree that Ms. Sizemore is entitled to one-half the total value of contributions he paid to his FERS retirement plan, or $3,505.00. Tr. at 30, 350. *See* 8 CMC § 1828(a). The remaining portion is Mr. Blanco's individual property.

11. **Mr. Blanco's 2016 Tax Return**

Mr. Blanco filed his 2016 tax return and received a rebate of $14,277.00. Tr. at 351, 381. The parties agree that his 2016 tax refund is a marital asset attributable to the marriage. Tr. at 351. The parties, and the Court, agree that Ms. Sizemore is entitled to one-half the value of Mr. Blanco's 2016 tax rebate, or $7,138.50. Tr. at 351, 381, 458, and 621.

12. **Ms. Sizemore's 2016 Tax Return**

Ms. Sizemore filed her tax return for 2016 and received a rebate of $4,526.00. Tr. at 28. The parties agree that her 2016 tax refund is a marital asset attributable to the marriage. Tr. at 28. The parties, and the Court, agree that Mr. Blanco is entitled to one-half the value of Ms. Sizemore's 2016 rebate, or $2,263.00. Tr. at 28.

13. **Ms. Sizemore's ASC Trust 401K Plan**

Ms. Sizemore has contributed $30,960.82 into her 401K plan. Of that, $6,300.00 is attributable to the marriage. Tr. at 32-33. Prior to and during the marriage, Ms. Sizemore maintained several 401K plans through her employment with the CNMI Government and FISG. Tr. at 32. Ms. Sizemore was employed with the Commonwealth Utilities Corporation before the marriage and acquired her first 401K plan. Tr. at 33-35. After her tenure at CUC, Ms. Sizemore worked at the Governor's Office and began contributing to a second 401K plan. Tr. at 32. Ms. Sizemore's employment with the Governor's Office continued during the marriage for nine months in which she contributed $300.00 per month towards her second 401K plan. Tr. at 32. Thus, the marital contribution towards Ms. Sizemore's 401K plan with the Governor's Office is $2,700.00 ($300.00 x 9 months). Tr. at 32. While Ms. Sizemore was working for the Governor's Office, she was also employed at FISG and making contributions of $100.00 per month into a third 401K plan. Tr. at 32. Ms. Sizemore is still employed with FISG and has contributed $3,600.00 towards her third 401K plan ($100.00 x 36 months). Tr. at 32.

After Ms. Sizemore concluded her government service, she was required by her former employer, ASC Trust, to transfer her 401K accounts to the FISG 401K account. Tr. at 34. Thus, although Ms. Sizemore's current 401K plan reflects a balance of $30,960.82, $6,300.00 ($2,700.00 Governor's Office + $3,600.00 FISG) is the portion attributable to the marriage and the remaining

$24,660.82 is Ms. Sizemore's separate, individual contribution accumulated prior the marriage, which was rolled over into her FISG 401K plan.

The parties, and the Court, agree that Mr. Blanco is entitled to one-half the value of the marital portion of Ms. Sizemore's contribution to her 401K plan, or $3,150.00. Tr. at 36. The remaining portion is Ms. Sizemore's individual property.

14. **Mr. Blanco's Navy Federal Credit Union Savings Account**

Although Mr. Blanco testified that his Navy Federal Credit Union Savings Account was opened prior to the marriage, he agreed to award Ms. Sizemore one-half the value of the net gain of the balance in this account during the marriage, or $14,146.02. Tr. at 344-345, 363-364. Mr. Blanco testified that the positive net balance in his NFCU Savings Account was attributable to the marriage. According to Mr. Blanco, the money in his NFCU Savings Account transitioned into his marriage with Ms. Sizemore, whereby money would be deposited periodically into said account during the marriage for family needs, emergencies, and in contemplation of their future together. Tr. at 614, 348. The parties agree that Ms. Sizemore is entitled to one-half the value of the net gain on this account during the marriage, or $14,146.02.

Mr. Blanco testified that his DOI income, retirement, and disability pay all went into this account during the marriage. The Court appreciates Mr. Blanco's willingness to reach a compromise on some of the parties' assets and debts from the marriage. However, as discussed at length during the trial and in weighty detail in Ms. Sizemore's Proposed Findings of Fact and Conclusions of Law, the parties managed their accounts so as to avoid the commingling and transmutation of their individual assets. The parties never shared a bank account, and nearly all of each spouses' money was deposited into their pre-existing, separate accounts. These accounts included the money that was both non-marital and marital. Neither party knew details about the

other's accounts. The parties had a habit of taking turns paying for everyday expenses and reimbursing each other for more expensive or unusual payments such as medical bills. Throughout the marriage, both partners were generally able to provide for themselves as they both had been working decent jobs. One partner did not support the other regularly, but instead, they each supported themselves with their own accounts. Essentially, the parties did not treat any of the income they earned during their marriage as marital. Instead, they used their money to benefit themselves, and split costs spent on each other as a family living together.

The Court finds that all the money in Mr. Blanco's Navy Federal Credit Union Savings Account is Mr. Blanco's individual property. Ms. Sizemore is not entitled to payment for the increase in Mr. Blanco's separate account during the marriage.

15. **Rancho de Blanco Improvements**

Rancho de Blanco is a property located in As Lito, Saipan, and is Mr. Blanco's separate property, which he acquired prior to the marriage. Tr. at 26. During the marriage, the parties constructed a *pala-pala* structure in Rancho de Blanco, which was intended for the parties' use for family gatherings. Mr. Blanco paid for the construction of the *pala-pala* using his income; expending $11,640.50 to construct the *pala-pala*. Tr. at 26-27. Mr. Blanco testified that he paid for the total construction cost for the *pala-pala*, however, he is willing to pay Ms. Sizemore one half of its value because it was an improvement made during the marriage for the parties' benefit. Tr. at 410-411.

The Court appreciates Mr. Blanco's willingness to reach a compromise on some of the parties' assets and debts from the marriage. However, as discussed above, the parties managed their accounts so as to avoid commingling and transmutation of their individual assets. Essentially, the parties did not treat any of the income they earned during their marriage as marital. The Court finds

that in the interest of equity, Mr. Blanco shall keep the improvements made to Rancho de Blanco and Ms. Sizemore is not entitled to a monetary payment from him for one-half the value of the total improvement cost.[1]

16. **Mr. Blanco's Pentagon Federal Credit Union Deposit/Savings Account**

Mr. Blanco asserts he is entitled to reimbursement of $7,172.50 from Ms. Sizemore because the net loss of the account balance during marriage should be divided among them. The beginning balance of this account at the time of marriage was $15,491.76. At the time of separation, the account balance depreciated to $1,147.18. Mr. Blanco maintains that Ms. Sizemore is responsible for one-half the net loss during marriage because the expenses from this account were made during the marriage. Mr. Blanco did testify that his Pentagon Federal Credit Union Savings Account was used primarily to pay for his Tacoma truck (his separate obligation) and to pay for his credit card debts, including his Pentagon Federal Credit Union AMEX card. Tr. at 618. Mr. Blanco also testified that the beginning balance on this account was attributable to his CNMI tax return, which was pre-marital. Aside from Mr. Blanco's testimony that the money from this account was used to pay the aforesaid, Mr. Blanco admits that he could not adequately account for the expenses made from this account.

Mr. Blanco maintains that it is highly likely that a significant portion of his individual property (mainly his retirement pay and disability pay) was used during marriage to pay for family expenses as for about nine months during the marriage, he was unemployed and had no income that was marital property. Therefore, he believes it is equitable to be reimbursed for those net losses. C*ontra Babauta v. Babauta*, 2011 WL 4543995 at *5 (Guam 2011) ("It is a well-settled rule that, with respect to transactions prior to separation, a spouse who uses his or her separate property to make

[1] This decision is equitable when looking at this Judgment as a whole, and especially considering the mortgage payment decision discussed on pages 24-26.

improvements to marital property is entitled to reimbursement only if there is an agreement between the parties to that effect."); *Bobrow v. Bobrow*, 391 P.3d 646, 649 (Ariz. Ct. App. 2017) ("In a case which a spouse voluntarily uses separate property to pay community expenses during the marriage, the spouse is entitled to reimbursement from the other spouse only if there is an agreement to that effect.").

The Court finds that Mr. Blanco's Pentagon Federal Credit Union Deposit/Savings Account is not marital property, but is Mr. Blanco's separate property. Mr. Blanco is not entitled to a reimbursement from Ms. Sizemore. This account was opened before the marriage. Ms. Sizemore testified that she received no benefit from the charges incurred during their marriage. Ms. Sizemore never owned a credit card linked to this account, and the parties kept their finances separate. Mr. Blanco testified that his personal, separate property—his pre-marital CNMI tax return and his retirement check—were deposited into the account which accounted for the large starting balance. Mr. Blanco's personal truck and credit card payments were paid for from the account, with presumably a large amount of his other personal, non-marriage related expenses as well.

Although Mr. Blanco is unsure what the expenses were actually for, if they were in fact used for the purposes Mr. Blanco alleges, these expenses are common living expenses that do not necessarily benefit the parties. Mr. Blanco's bank statements show that some of this money was spent during the course of the marriage on living expenses for himself and his family. In addition, for nine months of their relationship, Mr. Blanco was not employed and had no money that was marital property. The parties at no point shared a credit card. Contrary to what Mr. Blanco argues, this makes it more likely that Ms. Sizemore contributed more toward living expenses during this period. The parties testified that they generally split ordinary course of marriage expenses evenly

during the marriage. Tr. at 59. Importantly, the parties had no prior agreement that Mr. Blanco would be reimbursed for any of these expenses.

The Court finds that Mr. Blanco's Pentagon Federal Credit Union Deposit/Savings Account is his personal, separate account. He is responsible for all payments and is not entitled to reimbursement from Ms. Sizemore.

17. **Mr. Blanco's USAA Savings Account (--1534-9)**

This account was opened by Mr. Blanco before the parties' marriage. Mr. Blanco claims Ms. Sizemore owes him $5,371.19, which he calculated by taking the difference between the account balance on the day of marriage and the day of separation and dividing it by two.

Ms. Sizemore points out that Mr. Blanco's claim for reimbursement of $5,371.19 was simply his calculation of the difference between the account balance at the date of marriage ($35,585.37) and the date of separation ($24,843.00) divided by two ($35,585.37-$24,843.00=$10,740.37/2). The account was opened prior to the marriage, and Mr. Blanco has no documentation supporting his claims that the expenses were for a marital purpose.

Mr. Blanco recollected during the trial that this account was used during the marriage to purchase yogurt machines for Swirls, the parties' joint business venture, which he was reimbursed approximately $13,000.00, plus $781.21 for shipping costs (Ex. HH; Tr. at 530-532); payment to Mr. Blanco's USAA credit card in the amount of $6,000.00 for Swirls' purchases (Ex. T2; Tr. at 627); payment for Mr. Blanco's Tacoma truck and daughter's Corolla sedan (Tr. at 731-732, 736-737); and payment to Mr. Blanco's Pentagon Federal Credit Union Classic Visa for incurred charges (Tr. at 736-739, 740-743). Beyond that, Mr. Blanco does not recall what else he used the card for, and he provides no documentation to enlighten the Court.

Although Mr. Blanco is unsure what the expenses were actually for, if they were in fact used for the purpose Mr. Blanco alleges they were used for, these expenses are common living expenses that do not necessarily benefit the parties. *See, e.g., Lewis v. Lewis*, 2002 WL 31757490 at *7 (Tenn. Ct. App. 2002) (agreeing with trial court's findings that husband is solely responsible for the payment of his credit card debt when purchases were made primarily for him, including using his credit card for the parties' honeymoon, to take the family out to eat, to pay his child support, to make the down-payment on the parties' home, and to purchase and improve realty); *Crea v. Crea*, 664 S.E.2d 729, 732 (W. Va. 2008) (finding that husband did not meet his burden of proof in showing that the debt incurred in his credit card during the marriage was marital debt because he provided no documentary evidence, nor did he provide any explanation as to why he could not obtain the proper documentation, even though the credit cards at issue were in his name and under his dominion).

The Court finds that Mr. Blanco's USAA Saving Account is his separate, personal responsibility and he is not entitled to reimbursement from Ms. Sizemore for any alleged debts.

18. **Mr. Blanco's USAA Checking Account (--8207-9)**

As is a recurring problem, Mr. Blanco's Proposed Findings of Fact and Conclusions of Law differ from his Revised Computation of Amount Due – Ex. AA. In his Proposed Findings of Fact and Conclusions of Law, Mr. Blanco argues that the entire balance in his USAA checking account on the date of separation is his individual property. He admits both individual property and marital property were deposited into the account, but claims he has presented "sufficient evidence" of tracing showing the remaining balance is entirely his individual property.[2]

[2] Mr. Blanco comes to this conclusion by using the recapitulation method, where a court examines whether the total amount of marital expenses paid using marital funds exceeds the total amount of marital property that went into those funds in determining whether the balance of funds from mixed sources is separate property or marital property. *See, e.g., Zemke v. Zemke*, 860 P.2d 756, 764-65 (N.M. Ct. App. 1993) (holding the recapitulation theory is a proper tracing method). Mr. Blanco argues that the evidence shows that the amount of marital expenses paid from the USAA checking account is very likely to be much higher than the amount of marital property that went into the account.

Yet, according to his Revised Computation of Amount Due – Ex. AA, Mr. Blanco is willing to pay Ms. Sizemore one-half the appreciation value of his USAA Federal Savings Bank Checking Account, or $471.00. Ms. Sizemore, in her Findings of Fact and Conclusions of Law, makes clear she is under the impression that Mr. Blanco wishes to give her credit for this account. However, Ms. Sizemore agrees that she is not entitled to anything from this account because the account was opened prior to the marriage and the parties intended their accounts to be managed separately so as to avoid commingling and transmutation of their individual assets.

The starting balance of this account on the date of marriage was $6,046.59. On the date of separation, the balance on the account was $6,988.28. The total appreciation value on the account during marriage was $941.69. Mr. Blanco testified that his retirement pay, disability benefits, and DOI income are deposited into this account. As established, Mr. Blanco's retirement and disability pay are his individual property and his DOI income earned during the marriage is marital property. Ms. Sizemore does not assert any claim to this account as it was opened prior to the marriage and the funds deposited into this account were used primarily for Mr. Blanco's separate and personal expenses.

The Court finds that this account is not in dispute. All debts and assets associated with the account are the sole property and responsibility of Mr. Blanco. Ms. Sizemore is owed nothing and she does not owe anything regarding this account.

B. Marital Debts

19. **Ms. Sizemore's World Elite MasterCard Loan**

The parties, and the Court, agree that the outstanding debt at the time of separation on Ms. Sizemore's World Elite MasterCard Loan is Ms. Sizemore's individual debt. The Court must decide whether Mr. Blanco is entitled to be reimbursed for half of the $17,000.00 of marital funds that she

used to pay down the outstanding balance on her personal consolidated loan. Mr. Blanco argues that prior to marriage, Ms. Sizemore incurred debts and several loans, including credit card debts on her First Hawaiian Bank World Elite MasterCard. Those pre-marriage debts were consolidated into one loan. Ms. Sizemore admitted that during marriage she used marital funds to pay down the outstanding balance in the approximate amount of $17,000.00. Mr. Blanco asserts that he is entitled to one-half the amount of payments made during the marriage, or $8,500.00.

Ms. Sizemore testified that the consolidated account consisting of the three loans were paid down during the marriage through her separate checking account. Tr. at 186. Although Ms. Sizemore admitted that her checking account included her employment income, she argues that the parties have, over the course of their marriage, treated their finances separately to avoid transmutation. Therefore, she should owe him nothing, and continue to pay the debt off alone. She admitted at trial that a portion of the $17,000.00 she paid on this loan included marital income.

The Court agrees with Ms. Sizemore's assessment that the parties have always kept their finances separate. The Court recognizes that marital income, when deposited into a separate account, typically transmutes that account into marital property. However, the Court unequivocally finds that this marriage was different than the typical marriage the Court has before it. The parties can each trace their separate finances quite easily, and they maintained separate finances for the entirety of their marriage, even going so far as to reimburse each other for many expenses one partner made for the other. That is not typical in a marriage, and the Court believes it is exactly this type of case the legislature had in mind when it deemed Saipan an equitable-distribution jurisdiction. The trial judge has great discretion to rule as he or she finds most equitable. In this case, the Court finds that when the parties used their mixed property financial accounts, solely

managed by each partner, to pay for expenses on separate property, the separate property did not become marital property.

Therefore, the Court finds that Ms. Sizemore shall be solely responsible for the payment of the loan and hold Mr. Blanco free and harmless there-from. Mr. Blanco is not entitled to the reimbursement he seeks on this account.

20. **Mr. Blanco's USAA Visa Card**

During the divorce hearing, Mr. Blanco informed the Court that he was withdrawing his claim for reimbursement for debts incurred on his USAA credit card because he was unable to provide the Court with a statement summary of the charges made on this credit card. Ex. X, AA; Tr. at 178, 300, 631-632. However, Mr. Blanco changed his position to withdraw this claim[3] and reinstated his claim for reimbursement for charges incurred towards the beginning of the marriage and at the end of the marriage because he was able to retrieve those statements.

At the time of separation, Mr. Blanco had outstanding credit card debts on his USAA credit card in the amount of $16,412.74. Ex. D2. Mr. Blanco claims a portion of those debts—$2,338.58 worth—were incurred during the marriage for the family. Ex. D1, D1A, D2, D2A; Tr. 646, 648, 650, 654. Thus, he is asking Ms. Sizemore to pay half, or $1,169.29.[4]

Mr. Blanco said he suspected the charges were for the marriage even though he was unsure about them. Ms. Sizemore contests that she is responsible for the expenses, arguing that she received no benefit from those charges. Mr. Blanco claims the credit card was used for certain family expenses, such as food, movies and groceries,[5] which he subsequently paid off during the

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[3] This happened several times with multiple different claims, seemingly at Mr. Blanco's whim. This problem is exacerbated by the inconsistent and confusing Revised Computation of Amount's Due – Ex. AA and its differences from Mr. Blanco's Proposed Findings of Fact and Conclusions of Law.

[4] There is a discrepancy in this number between Mr. Blanco's Revised Computation of Amount's Due – Ex. AA, his Proposed Findings of Fact and Conclusions of Law, and Ms. Sizemore's Proposed Findings of Fact and Conclusions of Law. The listed number is from Mr. Blanco's Proposed Findings of Fact and Conclusions of Law.

[5] Not including the honeymoon charges, which are discussed in the forthcoming pages.

marriage. Mr. Blanco admitted multiple times during the trial that he never planned to get reimbursed for these purchases, but was doing it in response to Ms. Sizemore's claims during the divorce.

The Court finds that Mr. Blanco's testimony was not credible and could not be backed by physical evidence.[6] In any case, the unproven but alleged family charges were daily, normal family expenses such as food purchases. Courts have held that separate property expended for the benefit of the marriage over the course of the marriage is not reimbursable because spouses have a duty to provide for one other and maintain the marital family. *See, e.g.*, *Farish v. Farish*, 982 S.W.2d 623, 627-28 (Tex. Ct. App. 1998) ("As general rule, when separate funds are expended toward living expenses of the community, there is no future right of reimbursement for expended funds; rationale underlying this rule is obligation of each spouse to provide for community's well-being."); *Butler v. Butler*, 975 S.W.2d 765, 769 (Tex. Ct. App. 1998) ("Exception to general rule that no right of reimbursement at divorce attaches to expenditures for living expenses of the marital family, for which each spouse is obligated to provide, even from separate property if necessary."); *Pelzig v. Berkebile*, 931 S.W.2d 398, 400 (Tex. Ct. App. 1998) (finding that the husband had a duty to expend separate funds for necessary living expenses of community as such expenditures were considered gift to the community and he had no right to reimbursement for these expenditures).

Both parties testified that they had a practice of taking turns paying for such items. These are not the type of things that constitute marital debt, and they cannot be retroactively sought from a spouse after their divorce. The Court orders that Mr. Blanco shall be solely responsible for the payment of this credit card and is not entitled to reimbursement from Ms. Sizemore.

[6] The Court has discretion to adjudge the credibility of witnesses and weigh testimony and documentary evidence presented. *Santos*, 2000 MP 9 ¶ 19.

21. **Pentagon Federal Credit Union American Express Credit Card**

Mr. Blanco asserts that $941.93 worth of Amazon charges were billed to Mr. Blanco's Pentagon Federal Credit Union American Express card by Ms. Sizemore during their marriage. The $941.93 does not include Swirls charges on his AmEx card for which he was reimbursed or charges he made for his children.

Ms. Sizemore argues that prior to revising his reimbursement claim based on the full submission of AmEx statements spanning the entire marriage, Mr. Blanco was adamant that Ms. Sizemore reimburse him $6,178.00. However, this amount included expenses that Mr. Blanco later agreed should be withdrawn because they were non-marital expenditures. Mr. Blanco admitted that his AmEx card was used for Swirls purchases, and that a majority of the Amazon purchases were for Swirls, for which he would normally be reimbursed. Mr. Blanco indicated that he is entitled to a reimbursement of $941.93 from Ms. Sizemore because these Amazon purchases were unaccounted for and Ms. Sizemore could have possibly made the purchases for herself because she had access to his AmEx account number. Mr. Blanco testified he has no record of reimbursement for these charges. To alleviate the Court's doubt that the unaccounted for expenses benefitted Ms. Sizemore personally, Ms. Sizemore proffered Exhibit NN (Ms. Sizemore's Amazon Account) showing that the unaccounted expenses were indeed Swirls' purchases.

Except for two charges indicated in Exhibit LL as unaccounted for ($94.48 and $29.59), Ms. Sizemore provided documents and receipts showing that the unaccounted expenses were purchases for Swirls. As to the two undocumented charges, there is no proof that these charges were for Ms. Sizemore. Based on the overwhelming showing that the Amazon charges were for Swirls, it is highly likely that the two unsupported charges were also for Swirls.

The Court finds that the evidence presented by Ms. Sizemore overwhelmingly indicates that all but two Amazon purchases which Mr. Blanco could not identify at trial were definitively purchased for Swirls and Mr. Blanco was reimbursed for them. Based on all the evidence and the testimony presented to the Court, the Court finds it is highly likely that the remaining two purchases for $94.48 and $29.59 were also purchases for Swirls. Therefore, the Court orders that Mr. Blanco shall not be reimbursed for the credit card debts that Mr. Blanco could not account for on his Pentagon Federal Credit Union AmEx Credit Card.

22. **Survivor's Benefit Plan ("SBP")**

At the time of separation, Mr. Blanco was maintaining the SBP for the benefit of Ms. Sizemore and one of his children, his son from another marriage. Contributions to the SBP during the marriage and after separation were from deductions from Mr. Blanco's retirement pay. The value of the contributions is $16,756.08. This amount does not include SBP payments for Mr. Blanco's son. Mr. Blanco asserts he is entitled to be reimbursed for 50% of all the deductions from his retirement pay used to maintain Ms. Sizemore as a beneficiary under the SBP. Mr. Blanco is asking for $8,378.04 from Ms. Sizemore.

When, during a marriage, one spouse contributes separate property to the marriage by purchasing a marital asset or paying a marital expense, the contributing spouse is generally entitled to a credit representing the amount of that separate property contribution. *See, e.g.*, *Beardslee v. Beardslee*, 124 A.D.3d 969, 969 (N.Y. App. Div. 3d Dept. 2015) (holding that a husband is entitled to a credit for using his separate property to pay mortgages on marital property). Mr. Blanco argues that expenses for maintaining Ms. Sizemore as a beneficiary under the SBP was a marital expense for the benefit of the family. The money to pay for those expenses was automatically deducted from

Mr. Blanco's retirement pay.[7] Therefore, Mr. Blanco argues he is entitled to reimbursement for 50% of those expenses.

Ms. Sizemore focuses on the fact that Mr. Blanco elected to provide Ms. Sizemore SBP coverage even though he did not have to. Mr. Blanco conceded at trial that he elected to have Ms. Sizemore be the majority beneficiary of the SBP because he wanted to support and provide for her in the event he passed away. He told her she would be covered by the SBP early on in their relationship. Ms. Sizemore testified that Mr. Blanco always made promises to her that he would take care of her and that one of the ways that he would do that was to provide her SBP coverage. Tr. at 218, 221. Ms. Sizemore argues that by electing Ms. Sizemore's coverage, Mr. Blanco knew that it would be an irrevocable election.[8] Tr. at 506. Mr. Blanco also knew that by electing Ms. Sizemore's coverage, his former wife would no longer have any claim to the SBP. Tr. at 221. At the time Mr. Blanco elected to have Ms. Sizemore included in his SBP, the settlement from his previous divorce was ongoing. Tr. at 220. Mr. Blanco argues that he receives no benefit from electing to enroll in the SBP; however, he admitted that his SBP payments are not taxable, which meant that he would receive a greater income tax rebate. Tr. at 510, 676-677, 679.

The Court finds that is it most equitable to require Ms. Sizemore to reimburse Mr. Blanco back payment for his $360.00 monthly payments towards the SBP, in full, from December 7, 2017 to March 29, 2018. To be clear, the relevant facts here are as follows: the parties separated on April 2,

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[7] Mr. Blanco's retirement pay is unequivocally his individual property. Military retirement pay is a type of "deferred employment benefit." *See* 8 CMC 1813(d). A deferred employment benefit is marital property only if it is attributable to employment of a spouse occurring after the marriage date. *See* 8 CMC § 1828(a), (b). Under federal law, an army member's right to retirement pay vests upon either 20 years or 30 years of duty. *See* 10 U.S.C. § 3911 et seq. Mr. Blanco served more than 30 years by the time he and Ms. Sizemore married. Whether he worked during the marriage for the military or not does not affect his right to receive the military pension under federal law. Therefore, his right to military retirement pay is his individual property. *See, e.g., Earl v. Earl*, In Chancery No. 14135, 1994 WL 1031445 *3 (Vir. Cir. Ct. Nov. 21, 1994) (holding that a husband's military pension was his separate property because it vested before the marriage).

[8] Once Mr. Blanco chose to provide coverage for Ms. Sizemore, the only way to legally stop making payments is to provide a copy of a divorce decree to the SBP provider, proving that Ms. Sizemore was no longer his wife. So the election is not entirely "irrevocable." He would not be reimbursed for his payments made up to that point.

2017. Ms. Sizemore filed for divorce on May 26, 2017, and then on December 1, 2017, Mr. Blanco filed a Motion for Partial Judgment on the Pleadings seeking a divorce decree under 8 CMC § 1331(g).[9] The divorce would have been granted soon after, as there are clearly irreconcilable differences and both parties are in new relationships, but on December 7, 2017, Ms. Sizemore filed a Conditional Opposition to Mr. Blanco's Motion for Partial Judgment on the Pleadings ("Although Petitioner generally agrees to the dissolution of their marriage, Petitioner conditionally opposes the motion unless Respondent agrees to maintain Petitioner in his SBP, to be changed to Former Spouse Benefit Plan and elect to provide Petitioner an annuity as his former spouse."). Wanting to protect Ms. Sizemore's potential interest in the SBP, the Court filed an Order which conditionally granted Respondent's Motion for Partial Judgment on the Pleading but held off on entering a Judgment of Divorce until it could further investigate the terms of the SBP and the parties' rights.[10] A hearing on the SBP issue was set for March 19, but was continued pursuant to counsel for Mr. Blanco's request, with encouraging news that the SBP matter might be settled soon. On March 22, the Court filed a Sua Sponte Order setting the case for trial.

The bench trial began on March 28, 2018, and counsel for the parties informed the Court at that time that Ms. Sizemore stipulated to a divorce under 8 CMC § 1331(g) and waived any right to the SBP. The Divorce Decree, which allowed Mr. Blanco to stop payments to the SBP, was entered by the Court on March 29, 2018.

[9] He had agreed to the divorce in his Answer and Cross-Petition on July 18, 2017, as well.

[10] The Order, in relevant part, read: "in order to preserve the status quo of any possible marital asset, the Court shall not enter a Judgment of Divorce pursuant to 8 CMC §1331(g) until after the Court determines if Ms. Blanco is entitled to the continuing benefits of the Survivor Benefit Plan. Mr. Blanco is ordered to continue paying monthly premiums for the SBP until the Court orders otherwise. The Court also has set a hearing for March 19, 2018 at 9:00 a.m. to determine the identity and distribution of marital assets and debts including Ms. Blanco's entitlement or not to SBP benefits." *Blanco v. Blanco*, FCD-DI Civ. No. 17-0259 (NMI Super. Ct. Feb. 2, 2018) (Order).

The Court finds that is it most equitable to require Ms. Sizemore to reimburse Mr. Blanco back payment for his $355.57[11] monthly payments towards the SBP, in full, for the four months of December, January, February, and March of 2017-2018. Mr. Blanco did not "choose" or "elect" to continue paying the premiums during this time, as Ms. Sizemore posits. Under the terms of the SBP, he could have stopped paying for the SBP for Ms. Sizemore upon an entry of a Divorce Decree. Ms. Sizemore went through the Court to deny him this. Mr. Blanco paid for these four months because the Court ordered him to until it had more time to address Ms. Sizemore's concerns, or until the parties agreed to the terms on their own. The parties stipulated to an agreement sometime before the trial and Ms. Sizemore withdrew her claim to the benefits of the SBP. It is now clear to the Court that Ms. Sizemore never had a continued claim to the SBP and Mr. Blanco had a right to a Divorce Decree upon the request of the parties for a divorce decree in December 2017. Therefore, the Court orders that Ms. Sizemore owes Mr. Blanco $1,422.28 ($355.57 x 4 months) for the SBP payments he made starting in December 2017.

C. The Kagman House and Related Expenses

The dispute over the Kagman house is possibly the most crucial question to come out of this divorce. It is the most significant property, real or otherwise, that is in dispute.

Ms. Sizemore acquired the Kagman house before the marriage. Tr. at 192-193. Before the marriage, Mr. Blanco was stationed in Japan. Tr. 412. Before he and Ms. Sizemore were married, Ms. Sizemore asked Mr. Blanco to live with her in Saipan at the house, to which Mr. Blanco agreed. Tr. at 760.

Prior to the parties' marriage, Ms. Sizemore had taken out a loan with her late husband sometime in January of 2012. Tr. at 194. The loan was secured by a mortgage in Ms. Sizemore's Kagman house. Tr. at 194. After her late husband passed away, Ms. Sizemore refinanced the first

[11] Ex. I.

loan because she could not afford the monthly payment without her late spouse's income. Tr. at 194. About two months before their marriage, Mr. Blanco and Ms. Sizemore took out a loan of $170,000.00 from FISG, the company where Ms. Sizemore worked and of which Ms. Sizemore is now the majority shareholder. This loan included the Swirls business and the Kagman house, for $100,000.00 and $70,000.00 respectively, and a mortgage was placed on the house. Ex. M1. After the marriage, the parties refinanced the loan on March 6, 2015. Ex. M2. The loan was refinanced for $208,000.00. Tr. at 194. The refinanced loan was allocated for Swirls at $100,000.00 and Ms. Sizemore's personal loan, which is secured by the mortgage on the Kagman house, at $108,000.00. Tr. at 194. The refinanced loan was signed by both parties. Ex. M2; Tr. at 595. The loan was refinanced again in December of 2016 in Ms. Sizemore's name alone for the purpose of obtaining an additional $40,000.00 as a cash infusion to sustain Swirls' operation. Tr. at 123. Mr. Blanco elected to not sign onto the second refinanced loan because he did not want it to show in his credit report as he was trying to achieve a lower debt to income ratio. Tr. at 124.

During the marriage, Ms. Sizemore used her work income to make mortgage payments for the house, totaling $49,156.76. Tr. at 235, 814; Ex. BB1, BB2, BB3. In addition, Ms. Sizemore used her work income to pay for labor for applying roofing sealant in the amount of $3,000.00, air conditioners, and other upkeep and improvements. Tr. at 131, 421, 422. Ms. Sizemore paid for a majority of the living expenses including trash collection services, internet and cable television, telephone, and other day-to-day expenses. Tr. at 70-72. During the marriage, Mr. Blanco made contributions to the maintenance, improvement, and enjoyment of the house.

23. **The Kagman House**

Mr. Blanco now wishes the Court to find that the Kagman house, acquired by Ms. Sizemore before marriage, is entirely marital property. Mr. Blanco essentially argues that when Ms. Sizemore

used marital property to make mortgage payments on the house, she transmuted her separate property into marital property. Ms. Sizemore, he argues, was unable to present evidence that would allow the Court to trace the non-marital component. *See* 8 CMC § 1829(a) ("Mixing marital property with property having any other classification reclassifies the other property to marital property unless the component of the mixed property which is not marital property can be traced."). Mr. Blanco does not want an interest in the house. He wants Ms. Sizemore to continue living there and to continue to be solely responsible for the mortgage. He wants compensation for what he lists as the improvements he made to the house, and 50% of the mortgage payments on the house Ms. Sizemore made during their marriage before the separation.

Mr. Blanco made some improvements to the house and contributed to the overall upkeep and management of the house, and now seeks the Court to find that his labors equal the level of "substantial labor, effort, inventiveness, physical or intellectual skill, creativity, or managerial activity on individual property of the other spouse" such that it "creates marital property attributable to that application." 8 CMC § 1829(b). This is done when: "(1) Reasonable compensation is not received for the application; and (2) substantial appreciation of the individual property of the other spouse results from the application." *Id.* Mr. Blanco makes the claim that he was never compensated for the improvements he made, and "with those payments and contributions, the net value of the house received by [Ms. Sizemore] now is significantly higher than that on the date of marriage." Resp't/Cross Pet'r's Proposed Findings of Fact and Conclusions of Law pg. 27. It is from this language that the Court understands Mr. Blanco to be citing 8 CMC § 1829(b), though the statute is never invoked by title.

Neither party provided the Court with any information on the current appraisal value of the Kagman house, or what the house was worth prior to the parties' marriage. The Court was not

provided with any information about what effect Mr. Blanco's claimed improvements to the house would have on the resale value of the house. So the Court is left to decide, in its best judgment, what improvements would "substantially appreciate" the value of the property. The Court wants to make clear that this case does not have questions of substantial remodeling of the Kagman house. The parties, jointly or separately, never remodeled the Kagman house. All the improvements claimed, taken as a whole, deal with minor fixes, updates, repairs, and upkeep of the Kagman house so that the parties could continue to live there comfortably. Additionally, the individual monies claimed are remarkably low. Yet the parties could not reach an agreement on the items, and instead, have occupied much of several attorneys' and the Court's time to resolve their marital claims.[12]

Mr. Blanco seeks a total credit of $10,249.00, equal to the total amount of his contributions that he deems add to the appreciation of the Kagman house. This number does not include his originally sought reimbursements for the CUC bills he paid, house cleaning, and yard work, as he admits those items were for the family's joint enjoyment of the house during the marriage and would not carry over into the value of the house after divorce.

The Court does not agree with Mr. Blanco's characterization of the Kagman house as marital property. Both parties repeatedly said during the trial that Mr. Blanco "feel[s] that the house is [Ms. Sizemore's house." Tr. at 430. Ms. Sizemore owned the house with her late husband well before her marriage to Mr. Blanco, and Mr. Blanco never contributed his personal finances towards the mortgage payments or towards substantial, structural improvements to the house. *See In re Marriage of Olson*, 451 N.E.2d 825, 829 (Ill. 1983) ("The making of or paying for repairs and maintenance on a nonmarital house that do not materially add to its value, or payments that do not

[12] The trial lasted over seven days. The Court would like the parties to know that they both would have come out richer from this divorce had compromise, instead of vengeance, fueled their settlement discussions. *See, ex.* Mr. Torres: "And you're asking for half because-" Mr. Blanco: "I'm requesting that based on the divorce proceedings." Tr. at 576, 579.

reduce the indebtedness of the mortgage, should not raise the presumption of transmutation."); *Brice v. Brice*, 411 A.2d 340, 343 (D.C. 1980) (finding that although wife purchased substantial furniture during the marriage, those purchases coupled with her other payments for home and family were not enough to establish an interest in the marital home which husband had acquired prior to the marriage and which was in the husband's name); *In re Marriage of Jacobs*, 39 P.3d 251, 251 (finding that the wife's residences that she acquired during the marriage was not marital property where the parties have routinely kept their finances apart, where the wife would seek reimbursement from husband for living expenses, and where the wife paid for the mortgages on her own); *Johnson v. Johnson*, 2007 WL 2965127 at *1 (Utah Ct. App. 2007) (finding wife's house her separate real property because she paid for the mortgage payments on her own without contribution from husband). Not only did he continually refer to the house as Ms. Sizemore's, but Mr. Blanco had difficulty sleeping there.[13]

The Court finds that the Kagman house is Ms. Sizemore's separate property. Ms. Sizemore is separately and solely responsible for the continued payments on the house loan and the property. The Court has analyzed below each item and improvement that Mr. Blanco has claimed added to the appreciation of the Kagman house, and in equity has awarded monetary value where due.

24. **Mortgage**

The refinanced loan included both Ms. Sizemore's personal loan on her Kagman house and the parties' marital loan on their shared business Swirls. However, the payments on the loan for the Swirls' account and for Ms. Sizemore's personal loan were paid separately and through different methods of payment. Ms. Sizemore would receive a payroll deduction on a bi-weekly basis for her personal loan account; and Swirls' account would be paid via a check from the company. Tr. at

[13] Mr. Blanco: "I've been having a hard time sleeping at Sheryl's house for numerous reasons . . . You know, ever since I stayed in that house, I felt like, you know, somebody didn't want me to stay there. So, I wasn't sleeping well." Tr. at 426.

207-208, 211. At the beginning of the marriage, Ms. Sizemore received a bi-weekly deduction of $500.00 from her paycheck. Tr. at 208. This increased to $575.00 per month on October 23, 2015. Tr. at 209. This decreased again to $500.00 on April of 2016. Tr. at 209. Ms. Sizemore eventually increased her payment on her loan portion to $600.00 after the parties separated. Tr. at 212. Therefore, during the marriage, Ms. Sizemore used $49,156.76 of her work income to make mortgage payments for the house. Tr. at 235, 814; Ex. BB1, BB2, BB3.

Although Commonwealth law recognizes that income earned during the marriage is part of the marital estate, the parties' conduct throughout the marriage to keep their finances separate may evidence an intent by the parties to keep their assets separate. Similarly, mortgage payments for separate property that one spouse acquires prior to the marriage and without contribution from the other is their separate obligation and is not reimbursable or creditable to the other party. Courts have held that a spouse's home equity loan is that spouse's sole obligation where the loan was secured by that spouse's separate real property and that the loan proceeds were not used for a marital benefit. *See e.g., Burgio v. Burgio,* 278 A.D.2d 767, 769 (N.Y. App. Div. 2000) (The Court held that the husband is solely responsible for home equity loan when the loan was secured by husband's separate real property acquired prior to the marriage); *In re Marriage of Jacobs,* 39 P.3d 251 (Or. Ct. App. 2002).

As discussed above, Ms. Sizemore acquired the Kagman house from her first marriage with her late husband. Ms. Sizemore had obtained a loan with her late husband. The loan was secured by a mortgage in the Kagman house. Mr. Blanco never contributed his personal finances towards the mortgage payments or towards substantial, structural improvements to the house. He testified he was completely unaware and uninvolved with Ms. Sizemore's mortgage payments. The parties treated their incomes separately and for their individual benefit and paid their loans separately. Ms.

Sizemore paid for a majority of the living expenses including trash collection services, internet and cable television, telephone, and other day-to-day expenses for the house. Tr. at 70-72. Ms. Sizemore did not charge Mr. Blanco any rent and storage fees, and she is not charging him for anything she did to the house. Tr. at 560, 638. The parties made their own loan and credit card payments, kept their bank accounts separate, and did not contribute towards the other's credit or loan payments.

The Court disagrees with Mr. Blanco's characterization of the Kagman house as marital property and finds that Mr. Blanco is not entitled to 50%, or $24,578.38, of the marital income Ms. Sizemore used to make mortgage payments on her house. Her loan existed prior to and completely separate from Mr. Blanco. This is consistent and equitable with the Court's ruling that Ms. Sizemore shall not be reimbursed for the improvements made from Mr. Blanco's income to Rancho de Blanco. Ms. Sizemore is solely responsible for all future payment on her house mortgage and solely responsible for the Kagman house. Mr. Blanco is to be held free and clear from any responsibility with the house.

The other items Mr. Blanco seeks reimbursement for are detailed below:

25. **Ms. Sizemore's House Water Filtration**

Mr. Blanco bought water filters for a water filtration system that Ms. Sizemore and her late husband installed at the Kagman house. Tr. at 129. According to Mr. Blanco's Revised Computation of Amounts Due – Ex. AA, Mr. Blanco seeks reimbursement of $150.00 from Ms. Sizemore for the purchase of three water filters. Tr. at 420. However, Mr. Blanco does not specifically seek reimbursement of the water filters in Mr. Blanco's Proposed Findings of Fact and Conclusions of Law. Instead, he lists the $150.00 spent on the water filtration for the house as proof that he made significant contributions to the maintenance, improvement, and enjoyment of the

house. This, Mr. Blanco argues, in addition to the fact that Ms. Sizemore used marital funds to pay off the house mortgage, transmuted the house into marital property.

The water filters are not specifically requested in Mr. Blanco's Proposed Findings of Fact and Conclusions of Law. They are included under the heading "The Kagman House" in a list of Mr. Blanco's "contributions to the maintenance, improvement, and enjoyment of the house," among other items that, later, Mr. Blanco clarifies he is not seeking reimbursement for. *See* Resp't/Cross Pet'r's Proposed Findings of Fact and Conclusions of Law, pg. 27. ("The amount of the credit shall be $10,249.00 equal to the total amount of [Mr. Blanco's] contributions (excluding payments for CUC bills, cleaning, and yard work as those items were for the family's joint enjoyment of the house during the marriage and would not carry over into the value of the house after the divorce)"). They are requested for in Mr. Blanco's Revised Computation of Amounts Due – Ex. AA, and the same amount is found in Ms. Sizemore's Findings of Fact and Conclusions of Law.

The Court finds that the water filtration system does not add significantly to the appreciation of the Kagman house. Mr. Blanco should not be reimbursed for those items, as they were for the family's joint enjoyment of the house during the marriage and would not carry over into the value of the house after the divorce. This purchase was a normal expense of living in a house; part of the normal upkeep of a place. *See, e.g., Farish*, 982 S.W.2d at 627-28 ("As general rule, when separate funds are expended toward living expenses of the community, there is no future right of reimbursement for expended funds; rationale underlying this rule is obligation of each spouse to provide for community's well-being."); *Butler*, 975 S.W.2d at 769 ("Right of reimbursement at divorce is an equitable right that arises when the community estate is used to benefit the separate estate of one of the spouses without the community estate receiving a benefit. . . . No right of reimbursement at divorce attaches to expenditures for living expenses."). There was also testimony

that the system still does not work because there are still missing components, and the parts are currently sitting in the house unused.[14] Tr. at 129, 202, 419, 420.

26. **Roofing Sealants (Materials)**

Mr. Blanco bought $330.00 of roofing sealants for the Kagman house, and now seeks full reimbursement from Ms. Sizemore. Like the water filters, the roofing sealant materials are not specifically requested in Mr. Blanco's Proposed Findings of Fact and Conclusions of Law. They are included under the heading "The Kagman House" in a list of Mr. Blanco's "contributions to the maintenance, improvement, and enjoyment of the house," among other items that, later, Mr. Blanco clarifies he is not seeking reimbursement for. *See* Resp't/Cross Pet'r's Proposed Findings of Fact and Conclusions of Law, pg. 27 ("The amount of the credit shall be $10,249.00 equal to the total amount of [Mr. Blanco's] contributions (excluding payments for CUC bills, cleaning, and yard work as those items were for the family's joint enjoyment of the house during the marriage and would not carry over into the value of the house after the divorce)"). They are requested for in Mr. Blanco's Revised Computation of Amounts Due – Ex. AA, and the same amount is found in Ms. Sizemore's Proposed Findings of Fact and Conclusions of Law.

The roofing sealant material does not add significantly to the appreciation of the Kagman house. Mr. Blanco should not be reimbursed for these items as they were for the family's joint enjoyment of the house during the marriage and would not carry over into the value of the house after divorce. There was also testimony that the roof needed fixing while the parties lived there because it was leaking badly. These are normal, necessary upkeep expenses, not cosmetic expenditures but monies Mr. Blanco spent in order to live comfortably in the house he resided in. The Court finds that Mr. Blanco shall not be reimbursed for these expenses.

[14] If Ms. Sizemore does not intend to use the filters and other materials, and the parts are indeed sitting in the house unused, perhaps Ms. Sizemore should return the water filters to Mr. Blanco so he may use or sell them as he sees fit. The Court will not make a ruling to this effect.

27. **Roofing Sealant (Labor)**

Mr. Blanco also claims he is entitled to credit of $1,500.00, half of the amount Ms. Sizemore paid for the roofing repairs. Ex. AA; Tr. 421-422, 633. Ms. Sizemore maintains, as she did throughout the trial, that she was the one who paid for the roof repair, not Mr. Blanco. Tr. at 71.

Like the water filters and roofing materials, the labor costs for the roofing sealant are not specifically requested for in Mr. Blanco's Proposed Findings of Fact and Conclusions of Law. Under the heading "The Kagman House", Mr. Blanco claims that Ms. Sizemore used her work income to pay for $3,000.00 in labor in applying roofing sealants on the house. Mr. Blanco claims 50% reimbursement upon divorce because she used marital property, her income,[15] to pay for the repairs. *See* Resp't/Cross Pet'r's Proposed Findings of Fact and Conclusions of Law, pg. 6.

Mr. Blanco requests $1,500.00 in reimbursements from Ms. Sizemore, according to Mr. Blanco's Revised Computation of Amounts Due – Ex. AA. Ms. Sizemore's Proposed Findings of Fact and Conclusions of Law also indicate she is under the impression he is requesting half the costs of labor from her for the labor costs for the roofing sealant repairs.

Just as the roofing sealant materials do not add significantly to the appreciation of the Kagman house, neither does the labor costs expended for fixing the roof. Ms. Sizemore is not responsible for paying Mr. Blanco half of what Ms. Sizemore already expended for the family's joint enjoyment of the house during the marriage. There was also testimony that the roof needed fixing while the parties lived there because it was leaking badly. These are normal, necessary upkeep expenses, not cosmetic expenditures but monies Ms. Sizemore spent in order for the parties to live comfortably in the house they resided in. The Court finds that Mr. Blanco shall not be awarded funds for these expenses.

[15] "Income earned or accrued by a spouse . . . during marriage and after the determination date is marital property." 8 CMC § 1820.

28. **Generator Repairs for Kagman House**

Mr. Blanco also claims he is entitled to credit of $1,090.00, half of what he paid for a battery and repairs for the Kagman house's generator. The breakdown, according to Mr. Blanco, is that he spent $2,000.00 on the repairs for the generator and $180.00 on the battery of the generator.

Like the water filters and the roofing sealant materials and labor, the charges for the generator battery and repairs are not specifically requested for in Mr. Blanco's Proposed Findings of Fact and Conclusions of Law. The word "generator" is included only once, under the heading "The Kagman House" in a list of Mr. Blanco's "contributions to the maintenance, improvement, and enjoyment of the house," among other items that, later, Mr. Blanco clarifies he is not seeking reimbursement for. *See* Resp't/Cross Pet'r's Proposed Findings of Fact and Conclusions of Law, pg. 27 ("The amount of the credit shall be $10,249.00 equal to the total amount of [Mr. Blanco's] contributions (excluding payments for CUC bills, cleaning, and yard work as those items were for the family's joint enjoyment of the house during the marriage and would not carry over into the value of the house after the divorce)"). They are requested for in Mr. Blanco's Revised Computation of Amounts Due – Ex. AA,[16] and a similar but lesser amount (which does not include mention of the generator battery) is found in Ms. Sizemore's Proposed Findings of Fact and Conclusions of Law.

The battery for and repairs to the generator do not add significantly to the potential appreciation of the Kagman house. Mr. Blanco should not be reimbursed for those expenditures as they were for the family's joint enjoyment of the house during the marriage. The Court finds Mr. Blanco's testimony that he paid for at least one battery for the generator credible, and Ms. Sizemore did not dispute that. Tr. at 766. However, repairs to a pre-existing generator do not increase the value of the house after divorce. Repairs are considered normal upkeep of the home the parties inhabited.

[16] The amount is not marked in red in Mr. Blanco's Revised Computation of Amounts Due, but the Court assumes this was an error on the creator's part.

Additionally, there is conflicting testimony over who actually paid for the generator repairs, but the Court finds that Ms. Sizemore's testimony that she paid for it is credible.[17] The Court orders that neither party shall be reimbursed for these charges.

29. **Water Heater Repairs**

Mr. Blanco also claims he is entitled to credit of $289.00, the full amount of what he allegedly paid for either a water heater or water heater repairs[18] for the Kagman house.[19] Mr. Blanco asserts that he is entitled to reimbursement of $289.00 from Ms. Sizemore. Ex. AA. However, Ms. Sizemore testified that she was the one who purchased the water heater from Taro Sue. Tr. at 132. Mr. Blanco alleges that although Ms. Sizemore was the one who purchased the water heater, he reimbursed her for repairs to it when it leaked water into the whole house. Tr. at 450. Mr. Blanco did not provide any documentation showing that he reimbursed Ms. Sizemore for the water heater or repairs and Ms. Sizemore disagrees that Mr. Blanco reimbursed her for it. Tr. at 162. Ms. Sizemore testified that "if the water heater broke, I had to pay for it because [Mr. Blanco] was adamant that there was no benefit to him because it wasn't his house" Tr. at 68.

Like the water filters, generator, and the roofing sealant materials and labor, the full refund for the water heater or water heater repairs are not specifically requested for in Mr. Blanco's Proposed Findings of Fact and Conclusions of Law. The phrase "water heater" is included only once, under

[17] The Court has discretion to adjudge the credibility of witnesses and weigh testimony and documentary evidence presented. *Santos v. Santos*, 2000 MP 9, ¶ 19; *See Reyes*, 2004 MP 1 ¶ 53, 56 ("The trial court also weighed the credibility of the witnesses' testimony regarding the nature of Ms. Pangelinan's claim to disbursement of monies from the marital estate and found in her favor. This Court will not disturb the trial court's determinations of credibility"). The finder of fact may believe all, part or none of the evidence presented to it. *Santos v. Santos*, 2000 MP 9, ¶ 19.

[18] There is a discrepancy between Mr. Blanco's Ex. AA, which lists a water heater, and his Proposed Findings of Facts and Conclusions of Law, which lists repairs for an existing water heater. Ms. Sizemore's Proposed Findings of Fact claim it is the whole water heater that is in dispute. Neither party admitted into evidence anything regarding these allegations about a water heater. The confusion seemed to exist the entire trial, though Mr. Blanco's testimony was fairly consistent that Ms. Sizemore paid for a water heater from Taro Sue, then it broke, and then he either paid for the repairs or Ms. Sizemore paid for the repairs and he paid her back. Ms. Sizemore maintained he never paid for repairs.

[19] There is no explanation provided for why Mr. Blanco seeks reimbursement in full for this item, as opposed to the 50% reimbursement he requests for other similar household purchases.

the heading "The Kagman House" in a list of Mr. Blanco's "contributions to the maintenance, improvement, and enjoyment of the house," among other items that, later, Mr. Blanco clarifies he is not seeking reimbursement for. *See* Resp't/Cross Pet'r's Proposed Findings of Fact and Conclusions of Law, pg. 27 ("The amount of the credit shall be $10,249.00 equal to the total amount of [Mr. Blanco's] contributions (excluding payments for CUC bills, cleaning, and yard work as those items were for the family's joint enjoyment of the house during the marriage and would not carry over into the value of the house after the divorce)"). They are requested for in Mr. Blanco's Revised Computation of Amounts Due – Ex. AA[20] and found in Ms. Sizemore's Proposed Findings of Fact and Conclusions of Law.

The water heater repairs do not add significantly to the appreciation of the Kagman house. The court will not reach the issue of whether the purchase of a water heater itself would do so, because Mr. Blanco does not claim that he purchased a water heater. Repairs to the home the parties occupied together are considered normal upkeep. Such repairs are for the family's joint enjoyment and comfort in the house during the marriage, and would not carry over into the value of the house after divorce. Therefore, the Court finds that Mr. Blanco shall not be reimbursed for any monies spent on repairing the water heater.

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[20] Throughout the first two pages of the Revised Computation of Amounts Due – Ex. AA, Mr. Blanco seemed to indicate in red font the amount that one party owed the other. The third page has no red font, when he clearly meant to indicate that one party owed the other. Such inconsistencies in a party's final submitted computation, which the Court has now asked the parties to fix several times, is confusing, misleading, and unprofessional. The Court had indicated at trial that the computation, Ex. AA, was confusing, not only because many of the numbers were wrong or accounts showed positives where they should show negatives, but because of the chosen indicators ("+" or "-" numbers, now with black or red numbers). The Court: "There's been so many changes . . . I've crossed things out and re-crossed things out . . . [That is a] major [flaw] in the document and there are more of them." Tr. at 675. There is no key to direct the Court, and some of the numbers still do not match up. The red vs. the black numbers are confusing, and their inconsistent application forces the Court to guess at the writer's intention in parts.
Because of the confusion with Ex. AA, which had already been revised once by the end of trial, the Court specifically directed the parties to either agree on one Computation Spreadsheet, or each provide their own with their Proposed Findings of Fact and Conclusions of Law. The Court notes that Ms. Sizemore did not provide a spreadsheet, and clearly the parties do not agree on Mr. Blanco's. For these reasons, the Court will rely on the written Proposed Findings of Fact and Conclusions of Law, and will only incidentally refer to the Revised Computation (Ex. AA) when justice and common sense so require. The Court did its best to understand the parties' wishes but advises the parties to be more clear in future computations and to follow the orders of the Court when the Court requests clarification.

30. **Game Room Tile Repair**

The Court begins by noting that the amount requested here is nominal, the near equivalent of one Sunday brunch at the Hyatt. Mr. Blanco asserts that Ms. Sizemore should reimburse him $100.00, which is one-half the cost he paid to repair the game room tiles. Ex. AA; Tr. at 451. Mr. Blanco does not provide any documentation supporting his claim for $100.00. Ms. Sizemore disputes this claim, stating that she was the one who paid for the game room tile repair and had paid her brother-in-law to replace the game room tiles. Tr. at 132. Ms. Sizemore claimed during trial that the game room tiles were repaired before Mr. Blanco ever moved into the house. Tr. at 132. Mr. Blanco claims that Ms. Sizemore asked him for $200.00 in reimbursements for the game room tile repairs. Tr. at 451. There was nothing submitted to the Court to corroborate the parties' statements, nor was testimony taken regarding how much was actually paid for the repairs.

Like the water filters, generator, water heater, and the roofing sealant materials and labor, Mr. Blanco's request for the game room tile repairs are not specifically requested for in his Proposed Findings of Fact and Conclusions of Law. The phrase "tile repairs" is included only once, under the heading "The Kagman House" in a list of Mr. Blanco's "contributions to the maintenance, improvement, and enjoyment of the house," among other items that, later, Mr. Blanco clarifies he is not seeking reimbursement for. See Resp't/Cross Pet'r's Proposed Findings of Fact and Conclusions of Law, pg. 27 ("The amount of the credit shall be $10,249.00 equal to the total amount of Mr. Blanco's contributions (excluding payments for CUC bills, cleaning, and yard work as those items were for the family's joint enjoyment of the house during the marriage and would not carry over into the value of the house after the divorce)"). They are requested for in Mr. Blanco's Revised Computation of Amounts Due – Ex. AA, and mentioned in Ms. Sizemore's Proposed Findings of Fact and Conclusions of Law.

Mr. Blanco's testimony did not convince the court that he actually reimbursed Ms. Sizemore for the game room tile repairs. The Court has discretion to adjudge the credibility of witnesses and weigh testimony and documentary evidence presented. *Santos*, 2000 MP 9 ¶ 19; *See Reyes*, 2004 MP 1 ¶¶ 53, 56 ("The trial court also weighed the credibility of the witnesses' testimony regarding the nature of Ms. Pangelinan's claim to disbursement of monies from the marital estate and found in her favor. This Court will not disturb the trial court's determinations of credibility"). The finder of fact may believe all, part or none of the evidence presented to it. *Santos*, 2000 MP 9 ¶ 19. Mr. Blanco did not provide the Court with evidence other than his own self-serving testimony, which conflicted with the testimony of the only other witness in the case. The Court does acknowledge that Mr. Blanco and Ms. Sizemore apparently had a habit of reimbursing each other for certain expenses, but proof of these reimbursements must be presented when it is one witness' word against another. The Court must be convinced through testimony or other evidence that a reimbursement actually occurred before finding such. It was not convinced here.

Even if the Court was convinced that Mr. Blanco did contribute to the game room tile repairs, such minor repairs do not add significantly to the appreciation of the Kagman house. The Court finds Mr. Blanco shall not be reimbursed for those items, as they were for the family's joint enjoyment of the house during the marriage and would not carry over into the value of the house after the divorce. Such repairs are considered normal upkeep of the home the parties inhabited.

31. **Mr. Blanco's Post-Separation Housing Expenses**

Mr. Blanco claims he is entitled to a credit of $1,030.00, representing 50% of his housing expenses incurred after separation for a period of about one month. Mr. Blanco asserts that Ms. Sizemore excluded him from living at the Kagman house, so he was forced to first stay in a hotel

until he later found a rental place. As a result, Mr. Blanco incurred a total of $2,060.00 for the first month of housing after the separation. Ex. O4, AA; Tr. at 428, 29, 430, 432, 433.

Mr. Blanco cites, "a spouse occupying a *marital residence* to the exclusion of the other spouse is liable for 50% of the fair rental value of the residence from the date of separation through the date of divorce." *See, e.g.*, *McIIwain v. McIIwain*, 666 S.E.2d 538, 544 (Va. Ct. App. 2008) (emphasis added) (discussing the rule in the states and upholding a trial court order awarding a spouse 50% of the fair market rental value of the marital house from the date of separation); *Parks v. Parks*, 18 So.3d 1072, 1073 (Fla. Dist. Ct. App. 2009) (holding a spouse was entitled to a credit equal to half of the reasonable rental value of the marital house). *See also Demming v. Demming*, 2017 WL 1243025 *4 n.7 (V.I. Apr. 4, 2017) (discussing the prevailing rule in the states). However, the Court finds that the Kagman house is not a marital residence, thus, this case law is not helpful to Mr. Blanco's claims.

The Court finds Mr. Blanco is not entitled to reimbursement for any costs he incurred post-separation.

32. **Mr. Blanco's Post Separation Moving Expenses (for Personal Items)**

Mr. Blanco incurred $10,304.00 in expenses when he moved his personal property, which he acquired before the marriage, out of the Kagman house. Tr. at 433, 436; Ex. O1, O2, O3. He claims he is entitled to a credit in the amount of $5,152.00, equal to 50% of the costs of moving his personal property out of the marital residence after separation. However, as discussed above, the Court finds that the Kagman house is not a marital residence.

The Court finds Mr. Blanco is not entitled for any costs he incurred post-separation.

33. **Honeymoon Expenses**

During the first month of the marriage, Mr. Blanco incurred at least $2,260.81 in credit card debts (Pentagon Federal Credit Union visa $621.60; Tr. at 55, 74-76; Ex. C1, C2; and USAA visa $1,639.21; Tr. at 78, 79,712, 713; Ex. D1, D1A) for the parties' honeymoon expenses, which he subsequently paid off during the marriage.

Ms. Sizemore argues that Mr. Blanco paid off those honeymoon-related debts as a gift to her. Mr. Blanco argued that as the party seeking to rebut the presumption of marital debts, Ms. Sizemore has the burden of proof and has failed to carry it.

Mr. Blanco asserts these are marital debts. Mr. Blanco cites to an Ohio Court of Appeals case from 1994, *Schwartz v.Schwartz*, Nos. C-930592, C-930609., 1994 WL 536329 *2 (Ohio Ct. App. Oct. 5, 1994), which upheld the characterization that a loan taken by a spouse from his mother to pay for expenses such as honeymoon expense was a marital debt. The debt owed to the mother included, but were not exclusively for honeymoon expenses, which distinguishes this case from the one at hand. In the case at hand, the parties were married for just over one year. The Court of Appeals found that the referee's report contained a well-reasoned explanation as to why the referee felt, under the particular circumstances of the case, that the debt was a marital debt. The reviewing court did not go into detail regarding what those details were. This Court declines to follow the ruling in *Schwartz*. This Court is not bound by that ruling; it does not provide enough information to support Mr. Blanco's claim that all honeymoon expenses are marital debts. This Court is reluctant to allow a party to recover financially for every expense made during the course of a marriage, going back to the honeymoon.[21] At trial, Mr. Blanco admitted that he never intended to be reimbursed for the honeymoon expenses if the parties were to get a divorce. Tr. at 715. Mr. Blanco

[21] One must only review the record of this case to understand why such a proposition is a bad idea. The parties in this case were married for only three years, purchased no house together, and have no children. And yet, a seven day trial and a year and a half of the parties', and the Court's, time has been spent trying to divide their assets and debts.

never expressed to Ms. Sizemore that he would be claiming reimbursement for any ordinary living expense incurred throughout the marriage, unlike he did for charges related to Swirls. Tr. at 713.

The Court questions why Mr. Blanco seeks reimbursement from Ms. Sizemore for one honeymoon, but not another. Mr. Blanco includes as marital expenses those costs incidental to the parties' honeymoon in Australia, but does not include costs associated with their honeymoon in Guam. Ex. D1A; Tr. at 712. Mr. Blanco's tendency to pick and choose which debts/expenses are marital is questionable. The Court also finds his testimony that he only decided to claim the honeymoon expenses on the occasion of their divorce to be contrived. Tr. at 715.

The Court finds that honeymoon expenses as marital debts are not recoverable from a spouse upon divorce. *See, e.g., Lewis*, 2002 WL 31757490 at *7 (agreeing with trial court's findings that husband is solely responsible for the payment of his credit card debt when purchases were made primarily for him, including using his credit card for the parties' honeymoon, to take the family out to eat, to pay his child support, to make the down-payment on the parties' home, and to purchase and improve realty).

34. **Air Conditioners Purchased for the Kagman House**

Ms. Sizemore has agreed to fully reimburse Mr. Blanco for the two air conditioning units he purchased for the Kagman home, in the amount of $3,100.00.

Although Mr. Blanco seeks $7,935.00 in reimbursement for a total of four air conditioning units and repairs, he was unable to establish that he actually purchased the two additional units and the cost of repairs, as the two additional units were alleged to have actually been purchased by Ms. Sizemore. Further, Ms. Sizemore was able to establish that Mr. Blanco's claim for reimbursement of the air conditioning repair and maintenance was actually for two additional units that Ms. Sizemore purchased during the marriage.

Ms. Sizemore agreed that Mr. Blanco is entitled to reimbursement of $3,100.00, which she consistently conceded was owed to Mr. Blanco and was proven by Mr. Blanco through his submission of his bank statements.

The Court finds that Mr. Blanco is entitled to reimbursement of $3,100.00 for the air conditioners, as such a purchase is likely to appreciate the value of the Kagman home. The Court finds Ms. Sizemore's offer to be equitable and just, as demonstrated by the record and testimony in this case.

D. The Swirls Business

During marriage, Mr. Blanco and Ms. Sizemore started a company called Blanco Business Ventures to operate a yogurt shop business called Swirls. The parties are 50/50 shareholders in Blanco Business Ventures dba: Swirls. At the time of the divorce, the Swirls business had closed down and was no longer operating. The parties have attempted to sell the business but have been unsuccessful.

35. **Distribution of Swirls' Debts**

On February 20, 2018, the Court held a hearing on Ms. Sizemore's motion to dissolve Swirls. In that hearing, the Court acknowledged the Swirls' asset as a marital asset and its associated debts as marital debts. The Court found that Swirls was insolvent and approved Ms. Sizemore's closure of Swirls as a prudent business judgment. Further, the Court directed the parties to continue efforts to sell the business or individual assets. The Court also took notice that there is a FISG rental due and ordered that the rent be paid by the parties. Additionally, the Court acknowledged that the remaining debt on Swirls to FISG on the financed loan, discussed above, is approximately $135,500.00. The Court considered the Swirls debt as a marital debt that each party is responsible for. *See also* Tr. at 200.

The Court finds that the parties' respective ownership interests in the Swirls business are marital property. The outstanding FISG loan is marital debt. The loan was incurred during the marriage to refinance an earlier FISG loan that was also taken out during the marriage to finance the Kagman house and the Swirls business. The Court encourages the parties to continue paying off these debts.

At this time, the Court withholds any finding as to monthly payments due by the parties on either the mortgage or the back rent owed. The issue of Swirls will be decided in detail in the civil action filed on September 18, 2018, *Financial & Insurance Services Group, Inc. v. Blanco Business Ventures, Inc., dba Swirls through Harry Camacho Blanco, in his official capacity as President and Member,* Civ. No. 18-0406 (NMI Super. Ct. Sept. 18, 2018) (Complaint for Recovery of Possession and Damages Pursuant to the Holdover Tenancy Act).

E. Miscellaneous

36. **Delta Dental Check**

Mr. Blanco gave Ms. Sizemore a check for reimbursement for dental expenses paid by Ms. Sizemore in the amount of $477.00. Although Mr. Blanco tendered this check to Ms. Sizemore, he never endorsed it. In an exchange process the check was lost. Mr. Blanco should request to void the prior check and re-issue it to then give or encash the check and give the funds to Ms. Sizemore.

IV. CONCLUSION AND JUDGMENT

Based on the foregoing, the Court enters the following Orders:

1. The Court orders that Ms. Sizemore is entitled to one-half the value of Mr. Blanco's $16,203.43 retirement contribution towards his Civilian Thrift Savings Plan, in the amount of $8,101.72. The remaining portion is Mr. Blanco's individual property.
2. The Court orders that Ms. Sizemore is entitled to one-half the $7,010.00 total value of contributions Mr. Blanco made towards his Federal Employment Retirement System

retirement plan, in the amount of $3,505.00. The remaining portion is Mr. Blanco's individual property.

3. Mr. Blanco filed his 2016 tax return and received a rebate of $14,277.00. The Court orders that Ms. Sizemore is entitled to one-half the value, or $7,138.50. The remaining portion is Mr. Blanco's individual property.
4. Ms. Sizemore filed her tax return for 2016 and received a rebate of $4,526.00. The Court orders that Mr. Blanco is entitled to one-half the value, or $2,263.00. The remaining portion is Ms. Sizemore's individual property.
5. Ms. Sizemore has contributed $30,960.82 into her 401K plan. However, $6,300.00 is attributable to the marriage. The remaining $24,660.82 is Ms. Sizemore's separate, individual contribution accumulated prior the marriage, which was rolled over into her FISG 401K plan. The Court orders that Mr. Blanco is entitled to one-half the value of the marital portion of Ms. Sizemore's contribution to her 401K plan, or $3,150.00. The remaining portion is Ms. Sizemore's individual property.
6. The Court orders that Mr. Blanco's Navy Federal Credit Union Savings Account is his individual property. Ms. Sizemore is not entitled to payment for the increase in Mr. Blanco's separate account during the marriage.
7. Rancho de Blanco is a property located in As Lito, Saipan, and is Mr. Blanco's separate property, which he acquired prior to the marriage. The Court orders that Mr. Blanco shall keep the improvements made to Rancho de Blanco and Ms. Sizemore is not entitled to a monetary payment from him for one-half the value of the total improvement cost.
8. The Court finds that Mr. Blanco's Pentagon Federal Credit Union Deposit/Savings Account is not marital property, but is Mr. Blanco's separate property. The Court orders that Mr.

Blanco is not entitled to a reimbursement from Ms. Sizemore and Mr. Blanco is responsible for all past and future payments for this account.

9. The Court orders that Mr. Blanco's USAA Saving Account is his separate, personal responsibility and he is not entitled to reimbursement from Ms. Sizemore for any alleged debts.

10. The Court orders that Mr. Blanco's USAA Checking Account is his separate, personal responsibility and Ms. Sizemore is not entitled to a reimbursement regarding this account.

11. The Court orders that Ms. Sizemore shall be solely responsible for the payment of her World Elite MasterCard Loan and hold Mr. Blanco free and harmless there-from. The Court further orders that Mr. Blanco is not entitled to the reimbursement he seeks on this account.

12. The Court orders that Mr. Blanco shall be solely responsible for the payment of his USAA Visa credit card and is not entitled to reimbursement from Ms. Sizemore.

13. The Court orders that Mr. Blanco should not be reimbursed for the credit card debts that Mr. Blanco could not account for on his Pentagon Federal Credit Union AmEx Credit Card. Mr. Blanco is solely responsible for the payment of his Pentagon Federal Credit Union AmEx Credit Card and is not entitled to reimbursement from Ms. Sizemore.

14. The Court orders that Mr. Blanco is entitled to reimbursement for the SBP payments he made for the four months of December, January, February, and March of 2017-2018 in the amount of $1,422.28.

15. The Court finds that the Kagman house is Ms. Sizemore's separate property. Ms. Sizemore is separately and solely responsible for the continued payments on the house loan and the property.

16. The Court orders that Ms. Sizemore shall be solely responsible for the payment of her mortgage on the Kagman house and hold Mr. Blanco free and harmless there from. The Court further orders that Mr. Blanco is not entitled to the reimbursement he seeks on this account.
17. The Court finds that Mr. Blanco shall not be reimbursed for the water filters that he purchased for the Kagman house.
18. The Court finds that Mr. Blanco shall not be reimbursed for the roofing sealant materials he purchased for the Kagman house.
19. The Court finds that Mr. Blanco shall not be reimbursed for the roofing sealant labor costs expended to fix the roof of the Kagman house.
20. The Court finds that Mr. Blanco shall not be reimbursed for the generator battery or repairs expended to fix the generator at the Kagman house.
21. The Court finds that Mr. Blanco shall not be reimbursed for any monies spent on repairing the water heater at the Kagman house.
22. The Court finds that Mr. Blanco shall not be reimbursed for any monies spent on repairing the game room tiles at the Kagman house.
23. The Court finds that Mr. Blanco is not entitled to reimbursement for any costs he incurred in obtaining post-separation housing.
24. The Court finds that Mr. Blanco is not entitled to reimbursement for any costs he incurred while moving his personal items out of the Kagman home post-separation.
25. The Court finds that honeymoon expenses as marital debts are not recoverable from a spouse upon divorce.

26. The Court orders that Mr. Blanco is entitled to reimbursement of $3,100.00 for the air conditioners from Ms. Sizemore.

27. The Court finds that the issue of Swirls will be decided in detail in the civil action filed on September 18, 2018, *Financial & Insurance Services Group, Inc. v. Blanco Business Ventures, Inc., dba Swirls through Harry Camacho Blanco, in his official capacity as President and Member,* Civ. No. 18-0406 (NMI Super. Ct. Sept. 18, 2018) (Complaint for Recovery of Possession and Damages Pursuant to the Holdover Tenancy Act).

28. The Court orders Mr. Blanco shall reimburse Ms. Sizemore for dental expenses paid by Ms. Sizemore in the amount of $477.00.

V. FINAL BREAKDOWN OF COSTS DUE

29. Mr. Blanco owes Ms. Sizemore $19,222.22.

30. Ms. Sizemore owes Mr. Blanco $9,935.28.

31. Ms. Sizemore's costs shall be subtracted from the amount that Mr. Blanco owes her, such that Mr. Blanco owes Ms. Sizemore $9,286.94.

IT IS SO ORDERED this _____ day of October, 2018.

/s/_____
KENNETH L. GOVENDO
Associate Judge