

ORIGINAL

No. 72592-1-I

IN THE COURT OF APPEALS FOR
THE STATE OF WASHINGTON
DIVISION I

VICTOR SCHUBERT,

Appellant,

vs.

AMBER SCHUBERT,

Respondent.

BRIEF OF APPELLANT

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I. ASSIGNMENTS OF ERROR

1. The trial court erred by ordering the former Husband to pay \$2,500 per month in maintenance for the duration of the four year term of maintenance.

2. The trial court erred in concluding that the Husband, with no income, had the ability to pay maintenance in a minimum amount of \$2,500 per month.

3. The trial court erred in finding, “Upon finalization of this matter, Respondent’s income will allow him [to] support himself similar to that enjoyed during the marriage [...]” (CP 568, Appeal No. 71119-9-I)

4. The trial court erred by not making a finding of earning capacity upon which the court could conclude that the former Husband could pay maintenance of \$2,500 per month.

5. There is no evidence to support a finding that the former Husband can pay child support of \$2,000 per month.

6. The trial court erred in failing to suspend maintenance and child support during periods of time when the Husband has no income and is unable to pay maintenance and child support due to his continued unemployment.

7. The trial court erred by not modifying the formulaic escalation maintenance clause in the Amended Decree (CP 30-44) that did not relate to the needs of the Wife.

8. The trial court erred when it did not modify maintenance to zero and child support to the minimum allowed under the Economic Table.

9. The trial court erred by concluding, and there is insufficient evidence to support, a finding that the children are in need of the \$2,000 per month in support and that the father has the ability to pay this level the amount when his income continues to be zero.

10. The trial court erred in imputing income to the father in the worksheets for purposes of child support, where the court also found that he was unemployed and is actively and earnestly seeking employment and no employer has offered to hire him.

11. The trial court erred in setting child support in excess of the standard calculation.

12. The court erred when it did not make findings concerning the award of child support in excess of the Economic Table.

13. The trial court erred when the worksheets reflect combined net income in excess of \$12,000 per month, imputed monthly income to the father of \$18,750 per month, no deduction for maintenance paid by the father, no imputed income to the mother, and

the incorrect sum of maintenance paid to the mother, \$2,500, rather than the former amount awarded of \$5,000 per month.

14. The court erred when it did not modify child support and retained the child support worksheets from the first October 15, 2013 Order of Child Support (CP 1203-1216) which were not based on the father's zero income level and not based upon the imputed income to the mother and the level of maintenance received by the mother.

II. ISSUES

1. Is it an abuse of discretion to award maintenance when the Husband has been unemployed for 13 months, has had no offers of employment, continues to have no prospects for work because, as the court found, his employability is affected by the shifting of patent jobs formerly filled by attorneys to non attorneys or attorney with less experience?

2. The father is not involuntarily unemployed when he has been found by the court to have been laid off and found to have been making an earnest and honest effort at a broad based search for employment including positions not within his past career.

3. There is no substantial evidence to support the trial court's contradictory finding that "[u]pon finalization of this matter," the Husband would have income to support himself in a manner similar to that enjoyed during the marriage. Does the Wife have need for four years of maintenance where she is capable of employment, but, as the court found, no longer desires to work in the area of her training?

4. Does the Wife have a need for maintenance when she uses the maintenance to pay for hydroponic growing equipment and when the Wife is paying the personal expenses for her live in boyfriend?

5. Where the trial court entered no findings of fact, is its award of child support in excess of the Economic Table unsupported?

III. STATEMENT OF FACTS

Victor Schubert and Ms. Schubert were married on April 1, 2000, and separated eleven and one-half years later, in December 2011. (CP 1163) Two children were born issue of the marriage, Victor IV, now age 8, and Madison, now age 11. The parties agreed to a Final Parenting Plan (CP 552) after completion of a parenting evaluation. The children reside in a shared parenting residential schedule in which the children reside with the father approximately 40% of the time (50% on school breaks and holidays and 35% during the school year and summer). (CP 1163)

Ms. Schubert had been a certified dental assistant for seven years. She also had an RDA certificate, an X-Ray certificate, and a coronal polishing certificate (CP 1164) (RP Vol. 1, pg. 53, line 23, Appeal No. 71119-9-I). Mr. Schubert worked as a patent lawyer for DiscoVision/Pioneer in Costa Mesa, CA, where he had worked since 1992. (CP 1164)

After the children were born, Ms. Schubert ceased her employment. (CP 1164) (CP 553 Appeal No. 71119-9-I) She was the primary parent of the children while Mr. Schubert continued to work and support the family.

In 2009, Mr. Schubert was hired by Intellectual Ventures in Seattle, Washington at a substantially increased income. (CP 1164) (CP 555 Appeal No. 71119-9-I) The family relocated to Washington.

During the marriage, Ms. Schubert took classes towards her goal of becoming a registered nurse. (CP 1164) (CP 554, Appeal No. 71119-9-I) But her enrollment in school was sporadic over eight years and she did not achieve the grades necessary for admission into a nursing program. (CP 1164) (CP 554, Appeal No. 71119-9-I) She did not make an earnest academic effort. (CP 1164) (CP 554, Appeal No. 71119-9-I) Instead, she incurred shockingly high bar tabs, ranging from a low of \$503 in one month to a high of \$2,290 in another month. (CP 1164) (CP 554, Appeal No. 71119-9-I) Since the entry of the

Decree of Dissolution, the court found that Ms. Schubert's purchase of marijuana growing equipment and marijuana prescriptions was not conducive to one trying to get an education as anticipated by the court. (CP 335)

Mr. Schubert was steadily employed during the marriage, despite his own struggles with alcohol. (CP 1164) (CP 554, Appeal No. 71119-9-I) He completed an in-patient treatment program in 2011 and thereafter maintained his continuous employment. (CP 554-555, Appeal No. 71119-9-I). For the last five years of marriage at Intellectual Ventures, he earned income of nearly \$500,000 per year. (CP 1164) (CP 555, Appeal No. 71119-9-I)

In April 2013, Mr. Schubert's position at Intellectual Ventures was eliminated. (CP 1165) (CP 555, Appeal No. 71119-9-I) He was able to negotiate a severance pay of 16 weeks, ending in August 2013. (CP 1165) (CP 555, Appeal No. 71119-9-I) The court found that Mr. Schubert's is affected by a shifting in those being hired for jobs in Mr. Schubert's career field. (CP 1165 & 335) By June 27, 2014, Mr. Schubert has still not received one offer of employment (CP 1165) despite maintaining a broad and good faith effort to find employment. (CP 335) But by the end of trial, July 11, 2014, 14 months after being laid off he has not received a single job offer. (CP 1165) His

severance was consumed in August 2013 and unemployment compensation ceased 2013. (CP 207 -208)

At the time of the modification trial, the court found that Ms. Schubert, age 40, had still made no effort to become employed and was not attending school. (CP 335-336) While maintenance is not conditioned on her pursuing a nursing degree, as she testified she would at trial, the court was troubled by her dropping classes and that she is not pursuing her education. (CP 336) She is healthy and able to work. The court had previously found in the Amended Findings of Fact after the dissolution trial that Ms. Schubert was voluntarily underemployed. (CP 11) (CP 569, Appeal No. 71119-9-I)

Even after the dissolution trial in June 2013, the court had serious questions remained about whether she was making a serious effort to earn a nursing degree and prepare to support herself and the children. (CP 6) (CP 554, Appeal No. 71119-9-I)

The dissolution trial occurred from June 2, 2013, to June 9, 2013 (CP 1) (CP 495, Appeal No. 71119-9-I). The court entered Findings of Fact and Conclusions of Law on July 19, 2013. (CP 495, Appeal No. 71119-9-I)

Amended Findings of Fact and Conclusions of Law on August 22, 2013 (CP 1). The Decree of Dissolution was entered October 9, 2013 (CP 596 Appeal No. 71119-9-I), and was later amended on November

28, 2013. (CP 104) The Order of Child Support was entered on October 15, 2013 (CP 1203-1216) (CP 612, Appeal No. 71119-9-I). Please see attached Appendix A.

The court ordered Mr. Schubert to begin paying maintenance of \$5,500 per month effective September 1, 2013, for a period of four years, plus an additional 25% of any annual income of any nature¹ in excess of \$225,000 for a period of eight years, and to pay Ms. Schubert's tuition and educational expenses for a period of four years. (CP 32) (CP 642 Appeal No. 71119-9-I). The trial court found that Mr. Schubert is "employable at a minimum level of \$225,000 per year." (CP 7) (CP 555 Appeal No. 71119-9-I) The court found Mr. Schubert to have "an earning ability of \$225,000 per year." (CP 23) (CP 570 Appeal No. 71119-9-I) Despite the fact that he was involuntarily unemployed, the court imputed income to Mr. Schubert of \$225,000 per year based upon an historical level of income pursuant to RCW 26.19.071(6)(b). (CP 22) (CP 570, Appeal No. 71119-9-I). The court imputed income to Ms. Schubert at the median level based upon census data due to a lack of sufficient work history or information under RCW 26.19.071, finding that Ms. Schubert is "presently underemployed in

¹ Income to which the 25% formula includes, but is not limited to: "salary, bonuses, commissions, stock, stock options, stock warrants, stock awards, profit sharing, deferred compensation, 401(k) contributions or any matching contribution received from his employer for a period of eight years." (CP 3)

health care position, which will hopefully increase her opportunities to enter a nursing or technical health program.” (CP 22) (CP 570 Appeal No. 71119-9-I) Said imputed income was not included in the child support worksheets attached to the Order of Child Support. (CP 1203-1216)

The court divided the community property 54%-46% in favor of Ms. Schubert. Ms. Schubert received \$648,936 in total community property. Mr. Schubert received \$547,413 in community property; \$101,000 less that Ms. Schubert. (CP 14) (CP 653-654, Appeal No. 71119-9-I). Ms. Schubert was awarded \$26,644 in separate property, and Mr. Schubert was awarded \$434,724 in separate property (CP 14) (CP 653-654, Appeal No. 71119-9-I).

In making its award of property, the court concluded:

[...] the Respondent has historically had very significant income, and there is no reason to expect that he will not continue to earn at a significant level. Upon finalization of this matter, Respondent’s income will allow him (*sic*) support himself in a manner similar to that enjoyed during the marriage, while continuing to maximize his retirement accounts and increase his assets.” (CP 21) (CP 569 Appeal No. 71119-9-I)

In order to pay his own living expenses, maintenance, child support, and the mortgage on the Newcastle residence, Mr. Schubert had to consume all of his cash assets (CP 1168). Based upon the court’s award of support, his lack of employment, and dwindling resources, Mr. Schubert had not choice but to list and sell the

Newcastle residence. (CP 1168) (CP 546, Appeal No. 71119-9-I) Mr. Schubert received \$60,347 from the proceeds of the sale of the Costa Mesa house, and he is consuming those funds for his own support and for payment of maintenance and child support. (CP 1168) He remained current in payment of support. His assets are dwindling.

Mr. Schubert petitioned for modification of maintenance and child support on February 28, 2014. (CP 45-48) At trial, July 11, 2014, the court reduced maintenance from \$5,500 per month to \$22,00 per month but did not modify child support and did not enter a new order of child support, instead leaving in place the October 15, 2013 Order of Child Support and worksheets. At trial, Mr. Schubert's income was zero. (CP 1163 and 207-109) Mr. Schubert has been diligent in searching of employment. (CP 1169-1172)

IV. ARGUMENT

a) **Trial Court Misapplied the Law in Award of Maintenance.** A trial court's award of maintenance is reviewed for abuse of discretion. *In re Marriage of Mathews*, 70 Wash.App. 116, 853 P.2d 462 (1993). A court abuses its discretion if its decision is outside the range of acceptable choices based upon the facts and applicable legal standard. *In re Marriage of Valente*, 179 Wn. App. 817, 320 P.3d 115, 117 (2014). It also abuses its discretion if the facts

do not meet the correct standard. *Valente*, 320 P.3d at 117. A court necessarily abuses its discretion if its decision is based on an erroneous view of the law. *Scanlon v. Witrak*, 110 Wn.App. 682, 689, 42 P.3d 447 (2002). A trial court's conclusions of law are reviewed *de novo*. *In re Marriage of Zier*, 136 Wn.App 40, 45, 147 P.3d 624 (2006).

b) Conjecture Does Not Support Conclusion that Husband has Ability to Pay Maintenance. An award of maintenance is based upon a trial court's consideration of statutory factors that include:

- 1) financial resources of the receiving spouse;
- 2) receiving spouse's age, health, and financial obligations;
- 3) time for the receiving spouse to acquire necessary education to obtain employment;
- 4) duration of the marriage;
- 5) standard of living during the marriage; and
- 6) ability of the payor spouse to meet his/her own financial needs and obligations while paying support.

RCW 26.09.090. In appropriate circumstances, the criterion listed in an applicable statute guides the trial court's discretionary act. *In re Parentage of Jannot*, 110 Wash.App. 16, 22, 37 P.3d 1265 (2002), *aff'd*, 149 Wash.2d 123, 65 P.3d 664 (2003).

When making an award, a trial court must take care that its support provisions are not based upon based upon conjecture or speculation about what might happen in the future. *In re Rouleau*, 36

Wn. App. 129, 131, 672 P.2d 756 (1983). That is, it may not engage in “economic forecasting, which is, at best, an inexact science.” *In re Marriage of Peters*, 33 Wash.App. 48, 52, 651 P.2d. 262 (1982). It may also not make a nominal award solely to retain jurisdiction for future modifications based upon a speculative potential change of circumstances. *Valente*, 320 P.2d at 117.

In *Rouleau*, the trial court awarded maintenance to a disabled spouse, speculating that the spouse might have greater financial need in the future as his health deteriorated. *Rouleau*, 36 Wn. App. at 132. The award of support was reversed because the record did not contain evidence to support the trial court’s award. *Rouleau*, 36 Wn. App. at 132. Conjecture was not sufficient. *Rouleau*, 36 Wn. App. at 132.

In *Valente*, the trial court awarded nominal maintenance as a placeholder to preserve jurisdiction in case the payee spouse’s health deteriorated and she needed to modify maintenance. This Court held that the trial court’s finding that her health condition “may” worsen, was too speculative upon which to base an award of maintenance. *Valente*, 320 P.3d at 119. The award of maintenance was reversed.

In this case, the trial court found in the dissolution trial, June 2013, that Mr. Schubert was laid off in April 2013 and that he had 16 weeks of severance pay through August 2013. (CP 555 Appeal No. 71119-9-I). It also found that Mr. Schubert was actively and earnestly

seeking employment. (CP 555 Appeal No. 71119-9-I). During the modification trial in June 2014, the court found that Mr. Schubert is still actively and earnestly seeking employment. (CP 335) Mr. Schubert's unemployment compensation benefits in the sum of \$544 per week ran out in 2013. (CP 207-209) Mr. Schubert has a zero income for purposes of paying maintenance.

Nevertheless, the trial court concluded that Mr. Schubert had the ability to pay \$2,500 per month in maintenance. The court set a review date of January 9, 2015. The court entered no finding about ability to pay upon which to base a conclusion. The trial court misapplied the law when it ordered maintenance based upon Mr. Schubert's employability, rather than his actual income.

Under RCW 26.09.170, a trial court has authority to suspend a maintenance obligation in the event that an obligor spouse becomes unable to pay. *In re Marriage of Drlik*, 121 Wash.App. 269, 87 P.3d 1192, Wash.App. Div. 3, 2004. In *Drlik*, the husband was stricken with brain cancer and he moved to modify the Decree. The trial court granted the motion to modify in part by suspending payment of spousal maintenance pending the Dr. Drlik's future medical and employment status. The Court of Appeals affirmed the statutory basis upon which the trial court suspended maintenance and held only that the trial court could not suspend maintenance indefinitely.

Mr. Schubert testified in the June 2013 trial that he should have had a job offer within 9 months of termination, namely long before the day of the modification trial. The trial court should have at least suspended the maintenance obligation pending review/modification upon the earlier of his employment or nine months, whichever was sooner. In that way, the maintenance issue could be appropriately addressed based upon the actual ability to pay by Mr. Schubert.

c) Modification Statute - RCW 26.09.170. The court may modify the maintenance and support provision of a decree if the moving party demonstrates a “substantial change of circumstances” that the parties did not contemplate at the time of the dissolution decree. RCW 26.09.170(1); see also *In re Marriage of Spreen*, 107 Wash.App. 341, 346, 28 P.3d 769 (2001). “The phrase ‘change in circumstances’ refers to the financial ability of the obligor spouse to pay vis-à-vis the necessities of the other spouse.” *Spreen*, 107 Wash.App. at 346, 28 P.3d 769 (quoting *In re Marriage of Ochsner*, 47 Wash.App. 520, 524, 736 P.2d 292 (1987)).

At the conclusion of the June 2013 trial, the court anticipated that Mr. Schubert would pay support from his severance pay, which the court

found would continue to August 2013.² The court anticipated that Mr. Schubert would find a job in a reasonable time frame. It has been over a year since Mr. Schubert was laid off. His severance pay has been spent, and he has had no offers of employment. The spousal maintenance and child support should be modified because:

1. Mr. Schubert is involuntarily unemployed, has been unable to find employment in a reasonable time period as contemplated by the trial court, and his severance is exhausted and unemployment run out.

2. Ms. Schubert's living arrangement with co-habitants has reduced her need for maintenance, as demonstrated by her ability to support others, and her expenditure of funds on a standard of living that includes non-necessities, such as gambling, entertainment, travel, and nearly daily meals in restaurants.

d) Contradictory Finding is Unsupported by Substantial Evidence. An appellate court reviews a finding of fact for substantial evidence. *In re Custody of A.F.J.*, 179 Wn.2d 179, 184, 314 P.3d 373 (2013). Substantial evidence is sufficient if it persuades a fair-minded person of the truth of the declared premise. *Custody of A.F.J.*, 179 Wn.2d at 184. In this case, the trial court first acknowledged that Mr.

² *Amended Findings of Fact and Conclusions of Law*, p. 22, line 10-11. (CP 549, Appeal No. 71119-9-I)

Schubert had been laid off, receiving 16 weeks of severance. CP 555, Appeal No. 71119-9-I. It also found upon conclusion of the testimony, that Mr. Schubert was actively and earnestly seeking employment. (CP 555, Appeal No. 71119-9-I) In neither the motion for reconsideration or trial, did anyone contest that Mr. Schubert was not employed and had no income from employment. To the contrary, the evidence was undisputed that after the severance funds were consumed, Mr. Schubert had only his unemployment compensation for income and that he was being forced to sell his home in order to meet his maintenance obligation.

Despite this evidence, the trial court found that “[t]he Respondent has historically had very significant income, and there is no reason to expect that he will not continue to earn at a significant level. *Upon finalization of this matter*, Respondent’s income will allow him [to] support himself similar to that enjoyed during the marriage [...]” (CP 568 Appeal No. 71119-9-I) [*emphasis added*]. No substantial evidence supports the Court’s findings. Indeed, these findings are contradicted by the Court’s earlier findings that Mr. Schubert had been laid off and had not yet found employment despite his diligent efforts. (CP 555 Appeal No. 71119-9-I)

The spouse from whom maintenance is sought must have “[t]he ability [...] to meet his needs and financial obligations while meeting

those of the spouse seeking maintenance.” RCW 26.09.090(f). That being so, and since, in order to continue to earn his salary, appellant himself must be fed, clothed, and lodged, at least sufficiently so that his efficiency will not be impaired, his necessities must be considered as well as the necessities of respondent and the children. *Bungay v. Bungay*, 179 Wash. 219, 222-224, 36 P.2d 1058, 1060 (Wash.1934).

It is difficult for this Court to determine what factors the trial court considered in evaluating Mr. Schubert’s ability to pay. The trial court appears to have speculated that Mr. Schubert would be employed in a short period of time, if not by the “finalization of this matter.”

In re Marriage of Blickenstaff, 71 Wn. App. 489, 859 P.2d 646 (1993), held that income shall not be imputed for an unemployable parent. As of the modification trial date, Mr. Schubert was not employable in his profession at an annual salary of \$225,000 because no employer has hired him. He is competent and experienced despite his diligent efforts.

Where Mr. Schubert had zero income, did the court intend to make a property award in lieu of maintenance, and if so, then at what point does the property award to the spouse stop? Mr. Schubert is consuming most of the community property awarded to him by payment to Ms.

Schubert, and he will soon be consuming his separate property through payment to Ms. Schubert in the form of maintenance.

To the extent that the trial court concluded that Mr. Schubert had the ability to pay maintenance based upon its conjecture that Mr. Schubert would have at least \$225,000 annual income by finalization of this matter, it was error. The award should be reversed and the issue remanded to the trial court for consideration of Mr. Schubert's actual ability to pay.

e) Escalation Formula Unrelated to Need is Error. A court may include an escalation clause in a maintenance order. *In re Marriage of Ochsner*, 47 Wn.App. 520, 526, review denied, 108 Wn.2d 1027 (1987). However, automatic escalation provisions in dissolution decrees are unenforceable unless the provision reflects both the needs of the recipient and a ceiling on the total amount of support. *In re Marriage of Stoltzfus*, 69 Wn.App. 558, 560, 849 P.2d 685 (citing *Edwards*, 99 Wn.2d at 918–19), See *In re Marriage of Coyle*, 61 Wn.App. 653, 659–60, review denied, 117 Wn.2d 1017 (1991); *In re Marriage of Edwards*, 99 Wn.2d 913 (1983).

The court ordered Mr. Schubert to pay monthly maintenance to Ms. Schubert in the reduced amount of \$2,500 per month. The court did

enter a finding of fact about Mr. Schubert's ability to pay and did not modify or comment on the provision of the Findings of Fact (CP 569, Appeal No. 71119-9-I). The amount is based upon Mr. Schubert's "earning ability" of about \$225,000 per year (CP 30-44, and Decree of Dissolution, 3.7). This applies regardless of how little or how much Mr. Schubert actually earns.

f) The Duration of Maintenance Remains Excessive.

What period of time is *reasonable* for respondent to achieve gainful employment, so that the payment of alimony can be terminated? In making this determination, each case rests upon its particular facts and circumstances. *Roberts v. Roberts*, 51 Wash.2d 499, 319 P.2d 545 (1957), and case cited. Support is appropriate for the period of time required for rehabilitation of the Wife to self support. A statutory factor is the time necessary for the spouse who is seeking maintenance to acquire sufficient education or training to enable that spouse to find employment appropriate to the skill, interests, style of life, and other circumstances of that spouse. 20 WASHINGTON PRACTICE: FAMILY AND COMMUNITY PROPERTY LAW, (§ 34.5).

The eight year percentage of income award constitutes a lien on the husband's future earnings for a time period nearly as long as the

marriage itself. Mr. Schubert relies on the rule that, when a wife has the ability to earn a living, she is not to be granted a perpetual lien of alimony on her divorced husband's future earnings. *Lockhart v. Lockhart*, 145 Wash. 210, 259 P. 385 (1927). Accord, *Morgan v. Morgan*, 59 Wash.2d 639, 369 P.2d 516 (1962); *Warning v. Warning*, 40 Wash.2d 903, 247 P.2d 249 (1952). When Ms. Schubert has returned to work and is self supporting, the maintenance should stop.

Four years is an excessive period of time when Ms. Schubert can return to work now in as little as two years time from the date of the Amended Decree in 2013, and also because Ms. Schubert is not pursuing her education at all and can work at a dental assistant earning \$36,000 per year. (CPRP 22, line 8-15, Appeal No. 71119-9-I) And the 25% award of Mr. Schubert's income over \$225,000 for 8 years is also excessive under the circumstances.

It has often been said that the purpose of maintenance is to support a spouse until she is able to earn her own living or otherwise becomes self-supporting. 20 WASHINGTON PRACTICE: FAMILY AND COMMUNITY PROPERTY LAW, §34.1. *In re Marriage of Irwin*, 64 Wn.App. 38, 55, 822 P.2d 797, 806 (1992).

The purposes for which maintenance is awarded include:

- a) transitional maintenance;
- b) rehabilitative maintenance;
- c) compensatory maintenance; and,
- d) disability maintenance.

The court has held that maintenance is not a matter of right. *In re Marriage of Olsen*, 24 Wash.App. 292, 299, 600 P.2d. 690 (1979). Maintenance is intended to provide support for rehabilitation or transition. Support is not intended to build an estate for a former spouse or to transfer the bulk of one's assets to the other former spouse. An award of maintenance when a former spouse has no income is a transfer of assets from one spouse to the other.

The trial court remarked in the findings regarding property division that because of Mr. Schubert's superior earning capacity, Ms. Schubert was awarded \$101,000 more (54% of the total community) than Mr. Schubert. Now she has the other 46 percent of Mr. Schubert's share of the community property.

Maintenance in this case should have involved a shorter transitional maintenance because the testimony is undisputed that Ms. Schubert can return to her former career as a dental hygienist either immediately because jobs are available and employers are willing to

train on the job or at least within two years of updating skills and retraining to make her a more attractive candidate for employment.

At the time of marriage in 2002, Ms. Schubert had been employed as a dental assistant for about six years before marriage earning \$15 per hours (RP page 53:8-15 Appeal No. 71119-9-I) (CP 1165) which is \$31,200 per year. She had a California dental hygienist certificate, a RDA certificate, an X-ray certificate and a coronal polishing certificate. (RP page 53:20-23 Appeal No. 71119-9-I) (CP 1165) After moving to Washington State, she made no effort to register in Washington state with a dental certification, (RP 54: 4-8 Appeal No. 71119-9-I) (CP 1165) which would require only the completion of several forms and completion of a HIV and AIDS class. (RP 54:9 to 55: 6 Appeal No. 71119-9-I, CP 1165).

She did not submit applications for a dental assistant job just to see if she might receive a job offer. (RP 67, line 16-25, Appeal No. 71119-9-I) (CP 1165) Instead, she applied for a job as a nursing assistant at \$10 per hour rate. (RP Vol. 1, pg. 59, line 20, Appeal No. 71119-9-I) (CP 1165) The court found in the dissolution trial in June 2013 that Ms. Schubert was voluntarily underemployed. (CP 569,

Appeal No. 71119-9-I) Now, Ms. Schubert has dropped out of school.
(CP 336)

William Skilling, M.A., C.R.C., C.D.M.S., C.L.C.P., testified at the dissolution trial that the Petitioner could obtain a dental assistant license in Washington State for a nominal \$40 fee and that jobs were available immediately using the same skills she used for 7 years as a dental assistant in California. (RP 92, line 15 to 93, 1-5, Appeal No. 71119-9-I) A dental assistant needs only a high school diploma or a GED and a formal training program. (RP 83, line 18-25 Appeal No. 71119-9-I) Mr. Skilling testified that dentists provide on-the-job training in their offices, but in any event, Ms. Schubert needed no additional retraining in order to secure employment immediately. (RP 94, line 22, Appeal No. 71119-9-I) He testified that 80% of employed dental assistants do not have Associate's Degrees. Mr. Skilling found open positions, and found that the WOIS median salary range for dental assistance was around \$43,000 per year. (RP 98, line 7-8, Appeal No. 71119-9-I) None of these positions were front office or managerial positions.

At the conclusion of the dissolution trial, the trial court made no findings about the duration of time it would take for Ms. Schubert to

obtain the education necessary to become re-employed. Jan Reha, Ms. Schubert's expert, testified that would need retraining to make herself more marketable as a dental hygienist which would not require more than 2 years. (RP 11, line 19-25, Appeal No. 71119-9-I) But Ms. Reha testified that once she is registered, she can apply for a job and she wouldn't need a degree or more courses. A dentist could hire her. (RP 36, line 1 – 14 – Appeal No. 71119-9-I) Ms. Schubert testified that she need only register and take a 7 hour HIV/AIDS course in or to apply for work as a dental hygienist. (RP 54, line 9 – 55, line 16 - Appeal no. 71119-9-I) Ms. Reha testified that to complete a medical program to be a medical technician, two years, full time is required to get a degree. (RP 45, line 23 to 46, line 14 Appeal no. 71119-9-I)

The trial court made no findings about what the Wife could expect to earn after retraining. Jan Reha, testified that Ms. Schubert could earn \$27,000 starting and up to \$36,000 per year as a dental assistant. (RP 22, line 8-15, Appeal No. 71119-9-I) The court did not account for Ms. Schubert's income upon reemployment in its award of maintenance. Finally, the trial court made no findings about Ms. Schubert's expenses, except to say that her rent would be \$2,000 per month. (CP 581-582, Appeal No. 71119-9-I)

Regardless of whether or not one believes re-employment as a dental assistant takes 2 years to brush up skills or if employment can be had immediately, it is undisputed that employment as a dental hygienist will take less than the 4 year term of maintenance awarded by the court intended for a position of employment in nursing that, indisputably, Ms. Schubert will not be able to obtain because she doesn't qualify to for admission to nursing school because of her low grades (three courses have less than 2.75 GPA) (RP 42, line 16 to 43, line 15, Appeal No. 71119-9-I) and because there are few nursing jobs available now. (RP 13, Line 1-571119-9-I) The alternative careers as a medical technician won't pay a sufficiently higher level of income to justify the cost of four years of tuition and the opportunity costs of four years of lost wages. (RP 49, line 14 to 51, line 13)

g) Child Support. The court imputed income to father when he was involuntarily unemployed. (CP 581, Appeal No. 71119-9-I) However, the worksheets approved by the court do not reflect imputed income pursuant to the Findings. (CP 621, Appeal No. 71119-9-I) For Ms. Schubert, the worksheets reflect the receipt of a maintenance payment of \$5,500 per month, with a net monthly income of \$4,932 per month, but the imputed income for Ms. Schubert was not included at

line 1(f) of Part I. (CP 621, Appeal No. 71119-9-I) On Modification, the worksheets were not corrected and the court retained the original Order of Child Support and worksheets entered October 15, 2013 (CP 1203 - 1216).

RCW 26.19.071(6) provides that the court shall impute income to a parent when the parent is voluntarily unemployed or voluntarily underemployed. The trial court found that Mr. Schubert had been laid off by his employer and that he was diligently searching for employment. (CP 555, Appeal No. 71119-9-I) It was error for the court to impute income to Mr. Schubert. The court cited RCW 26.19.170(6)(b) which provides that in the absence of a parent's actual earnings, the court shall impute, if voluntarily unemployed, based on full-time earnings at the historical rate of pay. It is contradictory for the court to find that Mr. Schubert is laid off and diligently searching for work, thus involuntarily unemployed, and then apply RCW 26.19.170(6)(b) and impute income. There was nothing in the record and no finding that Mr. Schubert was purposely unemployed to avoid his child support obligation.

The court also ordered a transfer payment that exceeded the standard calculation based on the Economic Tables, from the standard

calculation of \$1,703.23 to a transfer payment of \$2,000 per month, without supporting that amount with written findings of fact. The court did not consider the *Daubert/Rusch* factors. The Findings only state: “The temporary Order of Child Support is modified slightly to reflect child support transfer payment in the amount of \$2,000 per month.” (CP 569 Appeal No. 71119-9-I) The worksheets reflect that the combined net incomes of the parties is \$18,321 and exceed the economic table. (CP 621, Appeal No. 71119-9-I)

The required finding of fact supporting a deviation of child support above the standard calculation at nor provided by the court. *Leslie v. Verhey*, 90 Wn. App 796, 954 P.2d 330 (1998), *rev. denied*, 137 Wn.2d 1003 (1999). Mr. Schubert pays 80% of all of the educational, camps and summer camps, extracurricular activity expenses and uninsured medical expenses. The financial declarations for the modification trial of the parties do not reflect any extraordinary or unusual expenses. (CP 82-87 and CP 207-212)

The percentage of shared expenses ordered by the court for shared expenses and uninsured medical expenses (80% father and 20% mother) also differed from the worksheet calculations, which showed at

Part 1, line 6, that the Father should pay 73.1% and the Mother 26.9%.
(CP 621, Appeal No. 71119-9-I)

McCausland v. McCausland, 159 Wash.2d 607, 152 P.3d 1013
(2007) involves a case where the trial court made no findings of fact to
support child support at an amount that exceeds the economic table.
The court held that the trial court should, at a minimum, consider the
Daubert/Rusch factors when entering written findings of fact. The case
was remanded.

The upward deviation of the child support obligation above the
standard calculation without written findings when the father is
involuntarily unemployed is error.

V. Conclusion

The court's award of maintenance should be reversed and
remanded. The court's award of child support should be reversed and
remanded.

Respectfully submitted this 17th day of February, 2015.



Mark D. Olson, WSBA #9656
Counsel for Appellant

APPENDIX A

1 **2.2 Child Support Worksheet**

2 The child support worksheet which has been approved by the court is attached to this
3 order and is incorporated by reference or has been initialed and filed separately and is
4 incorporated by reference. The child support worksheets are based on the findings of the
Court at trial and the maintenance payment ordered by the Court.

5 **2.3 Other**

6 **III. FINDINGS AND ORDER**

7 *It Is Ordered:*

8 **3.1 Children for Whom Support is Required**

<u>Name (first/last)</u>	<u>Age</u>
Madison Schubert	10
Victor Schubert IV	7

11 **3.2 Person Paying Support (Obligor)**

12 Name (first/last): Victor Schubert
 13 Birth date: 1/16/1963
 14 Service Address: [You may list an address that is not your residential address where
 you agree to accept legal documents.]
 15 c/o Mark Olson
 16 1601 5th Ave Ste 2200
 17 Seattle, WA 98101-1625

18 ***The Obligor Parent Must Immediately File With the Court and the Washington State
19 Child Support Registry, and Update as Necessary, the Confidential Information Form
20 Required by RCW 26.23.050.***

21 ***The Obligor Parent Shall Update the Information Required by Paragraph 3.2 Promptly
22 After any Change in the Information. The Duty to Update the Information Continues
23 as long as any Support Debt Remains due Under This Order.***

24 For purposes of this Order of Child Support, the support obligation is based upon the
25 following income:

Monthly Net Income:	\$ 13,389 (Imputed based on earnings of \$225,000 per year)
---------------------	--

26 **3.3 Person Receiving Support (Obligee):**

27 Name (first/last): Amber Schubert

1 Birth date: 9/28/1974
2 Service Address: [You may list an address that is not your residential address where
you agree to accept legal documents.]

3 c/o Gail Wahrenberger
4 800 Fifth Avenue, Suite 4000
5 Seattle, WA 98104

6 ***The Obligee Must Immediately File With the Court and the Washington State Child
7 Support Registry, and Update as Necessary the Confidential Information Form
8 Required by RCW 26.23.050.***

9 ***The Obligee Shall Update the Information Required by Paragraph 3.3 Promptly After
10 any Change in the Information. The Duty to Update the Information Continues as
11 Long as any Monthly Support Remains Due or any Unpaid Support Debt Remains
12 Due Under This Order.***

13 For purposes of this Order of Child Support, the support obligation is based upon the
14 following income:

15 Monthly Net Income: \$ 4,932 (Maintenance received)

16 The obligor may be able to seek reimbursement for day care or special child rearing
17 expenses not actually incurred. RCW 26.19.080.

18 **3.4 Service of Process**

19 ***Service of Process on the Obligor at the Address Required by Paragraph 3.2 or any
20 Updated Address, or on the Obligee at the Address Required by Paragraph 3.3 or any
21 Updated Address, may Be Allowed or Accepted as Adequate in any Proceeding to
22 Establish, Enforce or Modify a Child Support Order Between the Parties by Delivery of
23 Written Notice to the Obligor or Obligee at the Last Address Provided.***

24 **3.5 Transfer Payment**

25 The obligor parent shall pay the following amounts per month for the following
child(ren):

Name:	Amount:
Madison Schubert	\$ 1.000
Victor Schubert IV	\$ 1.000
	\$
TOTAL MONTHLY TRANSFER AMOUNT:	\$ 2.000

***The Obligor Parent's Privileges to Obtain or Maintain a License, Certificate,
Registration, Permit, Approval, or Other Similar Document Issued by a Licensing
Entity Evidencing Admission to or Granting Authority to Engage in a Profession,***

1 **Occupation, Business, Industry, Recreational Pursuit, or the Operation of a Motor**
2 **Vehicle, may Be Denied, or may Be Suspended if the Obligor Parent is not in**
3 **Compliance With This Support Order as Provided in Chapter 74.20A Revised Code of**
4 **Washington.**

5 **3.6 Standard Calculation**

6 \$1,703 per month. (See Worksheet line 17.)

7 **3.7 Reasons for Deviation From Standard Calculation**

8 The child support amount ordered in paragraph 3.5 and the pro rata division of expenses
9 for the children deviates from the standard calculation as ordered by the trial court
10 finding that the respondent/father has the ability to pay this amount and the children are
11 in need of this level of support.

12 **3.8 Reasons why Request for Deviation was Denied**

13 A deviation was ordered by the trial court.

14 **3.9 Starting Date and Day to Be Paid**

15 Starting Date: September 1, 2013

16 Day(s) of the month support is due: 1st of the month

17 **3.10 Incremental Payments**

18 Does not apply.

19 **3.11 Making Support Payments**

20 Direct Payment: Support payments shall be made directly to:

21 Name Amber Schubert
22 Mailing Address 9728 174th Avenue S.E.
Renton, WA 98059

23 A party required to make payments to the Washington State Support Registry will not
24 receive credit for a payment made to any other party or entity. The obligor parent shall
25 keep the registry informed whether he or she has access to health insurance coverage at
reasonable cost and, if so, to provide the health insurance policy information.

Any time the Division of Child Support is providing support enforcement services under
RCW 26.23.045, or if a party is applying for support enforcement services by signing the
application form on the bottom of the support order, the receiving parent might be
required to submit an accounting of how the support, including any cash medical support,
is being spent to benefit the children.

1 **3.12 Wage Withholding Action**

2 Withholding action may be taken against wages, earnings, assets, or benefits, and liens
3 enforced against real and personal property under the child support statutes of this or any
4 other state, without further notice to the obligor parent at any time after entry of this order
5 unless an alternative provision is made below:

6 [If the court orders immediate wage withholding in a case where Division of Child
7 Support does not provide support enforcement services, a mandatory wage assignment
8 under Chapter 26.18 RCW must be entered and support payments must be made to the
9 Support Registry.]

10 Wage withholding, by notice of payroll deduction or other income withholding
11 action under Chapter 26.18 RCW or Chapter 74.20A RCW, without further notice
12 to the obligor, is delayed until a payment is past due, because:

13 the parties have reached a written agreement that the court approves that
14 provides for an alternate arrangement.

15 **3.13 Termination of Support**

16 Except as provided in ¶ 3.14 below, support shall be paid until a child reaches the age of
17 eighteen or graduates high school, whichever last occurs. In the event a child will be
18 pursuing post-secondary education in the fall following high school, support payments
19 shall continue through the summer months until the post-secondary educational program
20 commences.

21 **3.14 Post Secondary Educational Support**

22 In the event that a child of the parties should attend an accredited college, university, or
23 vocational institution after the child has graduated from high school, both parents shall
24 contribute towards the expenses of such education on a pro rata basis with consideration
25 of their respective financial circumstances at the time such contributions are to be made;
In no event shall either parent have such an obligation beyond the school year during
which the child attains the age of twenty-three (23) years or graduation from college,
whichever first occurs.

3.15 Payment for Expenses not Included in the Transfer Payment

The petitioner shall pay 20% and the respondent 80% of the following expenses incurred
on behalf of the children listed in Paragraph 3.1:

educational expenses

work-related day care, including summer camps

extracurricular activities

1 Payments shall be made to the provider of the service if possible. If the petitioner pays
2 the expense, respondent shall reimburse her within ten days of receipt of proof of
3 payment.

3 **3.16 Periodic Adjustment**

4 This order may be reviewed every two years per statute.

5 **3.17 Income Tax Exemptions**

6 Tax exemptions for the children shall be allocated as follows: The parties shall share the
7 tax benefit for the children. While there are two children, the mother shall have the tax
8 exemption for Madison, and the father shall have the tax exemption for Victor IV. When
9 there is only one exemption, the parties shall alternate the exemption with the mother
10 taking the exemption in even years and the father taking the exemption in odd years, If
11 the father will receive no tax benefit by taking the exemption, he shall advise the mother
12 by March 1 of the year in which the return is filed so that she can take the exemption.

10 **3.18 Medical Support - Health Insurance**

11 Each parent shall provide health insurance coverage for the children listed in paragraph
12 3.1, as follows:

12 **3.18.1 Health Insurance (either check box A(1), or check box A(2) and complete
13 sections B and C. Section D applies in all cases.)**

14 A. Evidence

15 There is sufficient evidence for the court to determine which parent must provide
16 coverage and which parent must contribute a sum certain. Fill in B and C below.

16 B. Findings about insurance:

17 The court makes the following findings:

Amber Schubert	Victor Schubert	Check at least one of the following findings for each parent.
	X	Insurance coverage for the children is available <u>and</u> accessible to this parent at an Unknown cost (children's portion of the premium, only).
X		Other: No insurance coverage is available to this party.

23 C. Parties obligations:

24 The court makes the following orders:
25

Amber Schubert	Victor Schubert	Check at least one of the following options for each parent.
	X	This parent shall provide health insurance coverage for the children that is available through employment or is union-related as long as the cost of such coverage does not exceed 25% of this parent's basic support obligation.
X		This parent shall be excused from the responsibility to provide health insurance coverage and from the responsibility to provide monthly payment towards the premium <i>because:</i> This parent does not have employment or any income.

D. Both parties' obligation:

If the children are receiving state financed medical coverage, the Division of Child Support may enforce the responsible parent's monthly premium.

The parent(s) shall maintain health insurance coverage, if available for the children listed in paragraph 3.1, until further order of the court or until health insurance is no longer available through the parents' employer or union and no conversion privileges exist to continue coverage following termination of employment.

A parent who is required under this order to provide health insurance coverage is liable for any covered health care costs for which that parent receives direct payment from an insurer.

A parent who is required under this order to provide health insurance coverage shall provide proof that such coverage is available or not available within 20 days of the entry of this order to the other parent or the Washington State Support Registry if the parent has been notified or ordered to make payments to the Washington State Support Registry.

If proof that health insurance coverage is available or not available is not provided within 20 days, the parent seeking enforcement or the Department of Social and Health Services may seek direct enforcement of the coverage through the other parent's employer or union without further notice to the other parent as provided under Chapter 26.18 RCW.

3.18.2 Change of Circumstances and Enforcement

A parent required to provide health insurance coverage must notify both the Division of Child Support and the other parent when coverage terminates.

1 If the parents' circumstances change, or if the court has not specified how medical
2 support shall be provided, the parents' medical support obligations will be enforced as
3 provided in RCW 26.18.170. If a parent does not provide proof of accessible coverage
4 for the children through private insurance, a parent may be required to satisfy his or her
5 medical support obligation by doing one of the following, listed in order of priority:

- 4 1) Providing or maintaining health insurance coverage through the parent's
5 employment or union at a cost not to exceed 25% of that parent's basic
6 support obligation;
- 7 2) Contributing the parent's proportionate share of a monthly premium being
8 paid by the other parent for health insurance coverage for the children
9 listed in paragraph 3.1 of this order, not to exceed 25% of the obligated
10 parent's basic support obligation; or
- 11 3) Contributing the parent's proportionate share of a monthly premium paid
12 by the state if the children receives state-financed medical coverage
13 through DSHS under RCW 74.09 for which there is an assignment.

14 A parent seeking to enforce the obligation to provide health insurance coverage
15 may apply for support enforcement services from the Division of Child Support;
16 file a motion for contempt (use form WPF DRPSCU 05.0100, Motion/Declaration
17 for an Order to Show Cause re Contempt); or file a petition.

18 **3.19 Uninsured Medical Expenses**

19 Both parents have an obligation to pay their share of uninsured medical expenses.

20 The petitioner shall pay 20% of uninsured medical expenses and the respondent shall pay
21 80% of uninsured medical expenses of any uninsured medical expense.

22 **3.20 Back Child Support**

23 No back child support is owed at this time.

24 No back interest is owed at this time.

25 **3.21 Past Due Unpaid Medical Support**

No past due unpaid medical support is owed at this time.

No back interest is owed at this time.

3.22 Other Unpaid Obligations

No other obligations are owed at this time.

No back interest is owed at this time.

1 **3.23 Other**

2 a. Life Insurance: Each party shall maintain any and all policies of life insurance
3 now in effect and awarded to each party hereunder or such policies as become available
4 or are now available through employment, in full force, value unimpaired, for the benefit
5 of the minor children of the parties for so long as each parent's basic monthly child
6 support obligation is effective, naming the children or a trustee for him/her/them as
7 irrevocable beneficiaries thereof, during such time period, in a face amount sufficient to
8 cover any unpaid future obligation. Any life insurance premium payments made by a
9 parent on a policy for which the other parent is the beneficiary, do not constitute spousal
10 maintenance to the beneficiary parent because the purpose of the insurance is to provide
11 support for the minor children.

12 b. Estate Clause. The child support obligations assumed by each party to this
13 contract shall not be affected by his or her death. Such obligation shall survive and be a
14 charge upon the estate of the decedent; provided, however, any charge to a parent's estate
15 shall be reduced by the amount of any life insurance proceeds or Social Security benefits
16 paid to or for the benefit of the children.

17 Dated this 15th day of ~~September~~, 2013.

18 October (4th)



19 ~~Judge/Court Commissioner~~
20 Judge Suzanne Parisien

21 Presented by:

22 Approved for Entry; Notice for
23 presentation waived:

24 _____
25 Gail N. Wahrenberger, (WSBA No. 15427)
of Stokes Lawrence, P.S.
Attorney for Petitioner

Mark Olson, (WSBA No. 9656)
Attorney for Respondent

Part II: Basic Child Support Obligation (see Instructions, page 7)		
7. Each Parent's Basic Child Support Obligation without consideration of low income limitations (Each parent's Line 6 times Line 5.)	\$1,703.23	\$626.77
8. Calculating low income limitations: Fill in only those that apply.		
Self-Support Reserve: (125% of the Federal Poverty Guideline.)	\$1,197.00	
a. Is combined Net Income Less Than \$1,000? If yes, for each parent enter the presumptive \$50 per child.	-	-
b. Is Monthly Net Income Less Than Self-Support Reserve? If yes, for that parent enter the presumptive \$50 per child.	-	-
c. Is Monthly Net Income Greater Than Self-Support Reserve? If yes, for each parent subtract the self-support reserve from line 3. If that amount is less than line 7, then enter that amount or the presumptive \$50 per child, whichever is greater.	-	-
9. Each parent's basic child support obligation after calculating applicable limitations. For each parent, enter the lowest amount from line 7, 8a - 8c, but not less than the presumptive \$50 per child.	\$1,703.23	\$626.77
Part III: Health Care, Day Care, and Special Child Rearing Expenses (see Instructions, page 8)		
10. Health Care Expenses	Father	Mother
a. Monthly Health Insurance Paid for Child(ren)	-	-
b. Uninsured Monthly Health Care Expenses Paid for Child(ren)	-	-
c. Total Monthly Health Care Expenses (line 10a plus line 10b)	-	-
d. Combined Monthly Health Care Expenses (line 10c amounts combined)	-	-
11. Day Care and Special Expenses		
a. Day Care Expenses	-	-
b. Education Expenses	-	-
c. Long Distance Transportation Expenses	-	-
d. Other Special Expenses (describe)	-	-
	-	-
	-	-
e. Total Day Care and Special Expenses (Add lines 11a through 11d)	-	-
12. Combined Monthly Total Day Care and Special Expenses (line 11e amounts Combined)	-	-
13. Total Health Care, Day Care, and Special Expenses (line 10d plus line 12)	-	-
14. Each Parent's Obligation for Health Care, Day Care, and Special Expenses (multiply each number on line 6 by line 13)	-	-
Part IV: Gross Child Support Obligation		
15. Gross Child Support Obligation (line 9 plus line 14)	\$1,703.23	\$626.77
Part V: Child Support Credits (see Instructions, page 9)		
16. Child Support Credits		
a. Monthly Health Care Expenses Credit	-	-
b. Day Care and Special Expenses Credit	-	-

c. Other Ordinary Expenses Credit (describe)	-	-
d. Total Support Credits (add lines 16a through 16c)	-	-
Part VI: Standard Calculation/Presumptive Transfer Payment (see Instructions, page 9)		
17. Standard Calculation (line 15 minus line 16d or \$50 per child whichever is greater)	\$1,703.23	\$626.77
Part VII: Additional Informational Calculations		
18. 45% of each parent's net income from line 3 (.45 x amount from line 3 for each parent)	\$6,025.10	\$2,219.44
19. 25% of each parent's basic support obligation from line 9 (.25 x amount from line 9 for each parent)	\$425.81	\$156.69
Part VIII: Additional Factors for Consideration (see Instructions, page 9)		
20. Household Assets (List the estimated value of all major household assets.)	Father's Household	Mother's Household
a. Real Estate	-	-
b. Investments	-	-
c. Vehicles and Boats	-	-
d. Bank Accounts and Cash	-	-
e. Retirement Accounts	-	-
f. Other: (describe)	-	-
	-	-
	-	-
	-	-
21. Household Debt (List liens against household assets, extraordinary debt.)		
a.	-	-
b.	-	-
c.	-	-
d.	-	-
e.	-	-
f.	-	-
22. Other Household Income		
a. Income Of Current Spouse or Domestic Partner (if not the other parent of this action)		
Name	-	-
Name	-	-
b. Income Of Other Adults in Household		
Name	-	-
Name	-	-
c. Gross Income from overtime or from second jobs the party is asking the court to exclude per Instructions, page 8	-	-
d. Income Of Child(ren) (if considered extraordinary)		
Name	-	-
Name	-	-

e. Income From Child Support		
Name	-	-
Name	-	-
f. Income From Assistance Programs		
Program	-	-
Program	-	-
g. Other Income (describe)		
	-	-
	-	-
23. Non-Recurring Income (describe)		
	-	-
	-	-
24. Child Support Owed, Monthly, for Biological or Legal Child(ren)	Father's Household	Mother's Household
Name/age: Paid <input type="checkbox"/> Yes <input type="checkbox"/> No	-	-
Name/age: Paid <input type="checkbox"/> Yes <input type="checkbox"/> No	-	-
Name/age: Paid <input type="checkbox"/> Yes <input type="checkbox"/> No	-	-
25. Other Child(ren) Living In Each Household (First name(s) and age(s))		
26. Other Factors For Consideration		

Other Factors For Consideration (continued) (attach additional pages as necessary)

Signature and Dates

I declare, under penalty of perjury under the laws of the State of Washington, the information contained in these Worksheets is complete, true, and correct.

Mother's Signature

Father's Signature

Date

City

Date

City

Judicial/Reviewing Officer

Judge Suzanne Parisien

10/15/13

Worksheet certified by the State of Washington Administrative Office of the Courts.

Photocopying of the worksheet is permitted.

WCSSS-Worksheets - Mandatory (CSW/CSWP) 07/2011 Page 5 of 5

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No. 72592-1-I

IN THE COURT OF APPEALS FOR
THE STATE OF WASHINGTON
DIVISION ONE

VICTOR SCHUBERT,

Appellant,

vs.

AMBER SCHUBERT,

Respondent.

DECLARATION OF SERVICE OF BRIEF OF APPELLANT

Mark D. Olson
Olson & Olson, PLLC
Attorneys for Appellant
1601 Fifth Avenue, Suite 2200
Seattle, WA 98101
T) 206-625-0085
F) 206-625-0176

2016 FEB 17 PM 4:57
STATE OF WASHINGTON
COURT OF APPEALS
DIVISION ONE

GREGORY HARDGRAVE declares:

I am a paralegal for counsel of record for the Appellant, Victor J. Schubert.

That on the 17th day of February, 2015, I caused to be served upon Amber Schubert, Respondent pro se, a true and complete copy of the following:

- Brief of Appellant

Said Brief of Appellant was served upon Ms. Schubert via US Mail and via email to aschubrt93@yahoo.com.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

DATED THIS 17th day of February, 2015, at Seattle, Washington.



Gregory Hardgrave
OLSON & OLSON, PLLC
1601 Fifth Avenue, #2200
Seattle, WA 98101-1651