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Court of Appeals
Division I
State of Washington

73354-1

No. 73354-1-I

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

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In re Marriage of

JENNIFER YONG LUNA,

Respondent,

and

NEAL HAROLD LUNA,

Appellant.

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# BRIEF OF APPELLANT

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## INTRODUCTION

In the midst of their dissolution, but after Jennifer and Neal Luna had adopted an agreed parenting plan,[1] their six-year-old son ("L") wanted to join Cub Scouts. Jennifer emailed to Neal that they could enroll L in the fall. Yet in early September, on the very day an arbitrator ruled that Jennifer would have to pay her proportional share of all agreed activities, Jennifer sent Neal an email again agreeing to L's participation in Cub Scouts, yet refusing to pay her proportional share – directly in the face of the arbitrator's order.

The parties' agreed parenting plan requires dispute resolution for all joint decisions, and the parties had designated "extracurricular activities" for joint decision making. Neal sought mediation of this issue; Jennifer refused. A commissioner "clarified" that Jennifer had to follow the arbitrator's ruling. Jennifer sought revision. The trial court vacated those rulings, making several legal errors.

The parties will likely face over a decade of disputes – in many areas – if our courts will not clarify the parenting plan and child-support order now. This Court should reverse, reinstate the commissioner's legally correct rulings, and award Neal fees.

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[1] All orders referenced in this brief are attached as appendices.

## ASSIGNMENTS OF ERROR

1. The trial court erred in revising the commissioner's ruling, and in entering its order revising the commissioner's ruling on March 20, 2015. CP 253.

2. The trial court erred in using a parenting-plan heading to rewrite the substance of the parenting plan.

3. The trial court erred in misreading a statute to rewrite the parenting plan.

## ISSUES PERTAINING TO ASSIGNMENTS OF ERROR

1. Did the trial court improperly limit the parties' parenting-plan dispute to a question of whether some emails formed a contract?

2. Did the trial court improperly limit the scope of the litigation to one particular extracurricular activity, rather than addressing the broader question of how to interpret the parenting plan?

3. Did the trial err in using a parenting-plan heading ("Major Decisions") to limit "extracurricular activities" to "major activities"?

4. Did the trial court err in using a truncated statutory paraphrase to rewrite the parties' agreed parenting plan?

5. Should this Court award trial and appellate attorney fees to the husband under RCW 26.18.160, the parenting plan, and RAP 18.1?

## STATEMENT OF THE CASE

### A. The parties have two sons and a 50/50 parenting plan requiring joint decision-making regarding major decisions, including extracurricular activities.

Jennifer and Neal had two sons during their marriage, "E" (age 4 when this action was filed) and "L" (age 6). CP 109. The parties finalized their parenting plan by agreement in June 2014 (CP 118-29), and finalized their dissolution in September 2014 (CP 131-33). *Id.* Under their agreed parenting plan, Jennifer has the children every Tuesday after school until Thursday after school, while Neal has them every Monday after school until Tuesday after school, and every Thursday after school until Friday after school. CP 119. Weekends alternate. *Id.* So do vacations, school breaks, holidays, and so forth. CP 119-21. In short, the "children . . . are scheduled to reside equally with the parents." CP 122.

The residential parent makes day-to-day parenting decisions. CP 123. As for "Major Decisions," they shall be made as follows (*id.*):

| | |
|---|---|
| Education decisions | joint |
| Non-emergency health care | joint |
| Religious upbringing | joint |
| Work related day care | joint |
| **Extracurricular Activities** | **joint** |

The last of these is the focus of this appeal – hence the emphasis.

### B. The parenting plan requires mediation of disputes regarding major decisions under RCW 26.09.184(5)(a).

The final parenting plan contains the dispute-resolution process required by RCW 26.09.184(4). CP 124. This statute specifically permits the parties to incorporate joint decision making on issues related to the care and growth of the child. RCW 26.09.184(5)(a). As noted immediately above, the parties did so as to extracurricular activities. CP 123. And the statute requires that, "[w]hen mutual decision making is designated but cannot be achieved, the parties shall make a good-faith effort to resolve the issue through the dispute resolution process." RCW 26.09.184(5)(c).

### C. Jennifer makes a great deal more money than Neal, so she must pay 70% of the children's expenses, including expenses for agreed activities.

Jennifer makes more than twice what Neal makes. CP 136. At the time of the Child Support Order, her net monthly income (as a dentist, CP 188) was $10,050.66, while his (as a transactional lawyer, CP 195) was $4,334.08. *Id.* Jennifer therefore pays child support, including 70% of the children's expenses for (among other things) "Agreed activity expenses and expense for related clothing and equipment (e.g., uniforms, specialized sports equipment and clothing, musical instrument)." CP 138-39.

**D. During their dissolution, the parties' arbitrator (Judge Mariane Spearman) determined that under the Child Support Order, expenses for agreed activities should be paid in proportion to the parents' incomes.**

As noted above, the parties agreed to their final parenting plan in June 2014. CP 118-29. As to child support issues, the parties entered into a CR 2A agreement, under which drafting or omitted issues could be submitted to the Honorable Mariane Spearman for arbitration. CP 149; 3/20 RP 10.

The parties brought Judge Spearman an issue regarding payment for expenses for agreed activities. CP 149. She noted that they had "agreed in the CR2A that agreed activity expenses would be paid proportionately." *Id.*

She further ruled that if Jennifer did not want to pay such expenses for some activity, she could simply refuse to allow the children to participate in that activity (*id.*, underlines added):

> The payment of clothing and equipment for agreed activities is an issue that was discussed as part of the CR2A. It is reasonable that <u>the expenses for clothing and equipment for agreed upon activities should be paid by the parents proportionate to their incomes.</u> Children cannot be expected to participate in sports or other activities without the appropriate clothing and equipment. <u>If the mother does not wish to take on this additional cost, she need not agree to the children's participation in the activity</u>.

### E. Jennifer suggested and agreed that L should participate in Cub Scouts, yet she later refused to pay her proportional share of expenses related to that activity.

In May 2014, Neal (who was an Eagle Scout, CP 197) suggested that Jennifer and L attend a "Rocket Launch" sponsored by the Cub Scouts. CP 111, 151-52. Afterwards, the Scoutmaster sent Jennifer a list of expenses for that activity. CP 152.

Jennifer then emailed to Neal that they could register L for Cub Scouts in the fall (CP 151, emphasis added):

> Neal,
>
> It seems like [L] would like cub scouts. **We can register him for the fall and see how he likes it**. ...

Moreover, Jennifer specifically noted that the Scout meetings would be on Thursdays, so Neal would have to take L, but that she would also like to attend Scout functions (CP 151):

> The meetings are on Thursday evenings so you would have to take him. . . . I would also like to attend the functions as long as you do not mind that I am there as well.

Neal agreed. CP 111. The parties had thus (at least seemingly) agreed on this "Major Decision" regarding L's extracurricular activity, just as the parenting plan requires. CP 111, 123.

But just four months later, on September 3, 2014 (at 9:43 p.m. on the day that Judge Spearman ruled against her) and just as Cub Scouts was about to begin, Jennifer did a 180-degree about face:

> Neal,
>
> Since the meetings for cub scouts will be on Thursday nights, it is unfortunate that I will not be involved with this activity with [L]. I will not agree to this extra-curricular activity expense.

CP 111, 149, 155 (underlining added). Neal was surprised, and sought clarification:

> Jen,
>
> Can you please clarify whether you are saying that he cannot participate in Cub Scouts or just that you will not agree to pay a proportionate share? If the latter, are you willing to pay half or any part?
>
> Also, while the meeting may currently be Thursday nights, that could change over time, and even now he will have projects and other Cub Scout activities at other times which may fall on your residential time. I think it will be important for him to be able to participate in troop activities regardless of whose time they fall on.
>
> Are you saying that you aren't willing to support his participation when it falls during your time?

CP 111, 154-55 (paragraphing added for readability). Jennifer did not respond, so Neal wrote to her again on September 9. CP 111, 154.

Jennifer then responded that L ***can*** participate and that ***she*** would participate as well, but nonetheless, she would "not pay for this extracurricular activity" (CP 154, underlining added):

> Neal,
>
> [L] can participate in scouting but I will not pay for this extracurricular activity. The meetings will fall on your residential time so this is an activity for you and [L] to do

> together. <u>If an event happens to fall on my residential time, I am more than happy to bring him and participate</u>.

This conflicts with the plain language of the parenting plan and of Judge Spearman's ruling that if Jennifer does not wish to pay, she must "not agree to the children's participation in the activity." CP 149.

**F. Procedural History.**

After unsuccessfully attempting to mediate this and another issue (first between the parties, and then between their attorneys, CP 111-13), Neal brought a Motion and Declaration for Clarification and Enforcement of Parenting Plan and Child Support Order. CP 36. After realizing that the timing of his motion would require Jennifer's counsel to respond over the Christmas holiday, Neal withdrew his motion, and refiled it as an Amended Motion in January 2015. CP 110-11. Neal sought an order that does the following (CP 108-09):

1. Clarifies what child activities are subject to joint decision-making and therefore are subject to dispute resolution if the parents cannot agree;
2. Clarifies that the parties are required to share the expense of joint decision-making child activities, pursuant to dispute resolution, including mediation or motion to the court;
3. Orders that [L] may participate in Cub Scouts, that petitioner must make her best effort to facilitate [L]'s participation in Cub Scouts, and that mediation is waived regarding Cub Scouts in light of the petitioner's refusal to participate in mediation and the need for timely resolution;
4. Orders the petitioner to pay her proportionate share of Cub Scout expenses;

5. Orders the petitioner to pay the respondent's attorney's fees and costs pursuant to 26.18.160 since this motion is, in part, for purposes of enforcing a child support obligation and pursuant to Parenting Plan section V(d) since the petitioner refused to participate in the dispute resolution process.

Neal explained that while this particular scouting issue is a relatively small matter in terms of money, his motion was instead prompted by the larger issue of how the parties can move forward under the parenting plan over the next 14 years. CP 110. Indeed, scanning the parties' declarations makes remarkably clear that they have significant difficulty communicating with each other. For instance, while Neal believes that he is solely focused on the best interests of the children and that Jennifer is too focused on money issues (CP 110-11, 114-16, 219-26), Jennifer believes that Neal only wishes to bully, manipulate, and control her using his "rather exceptional and aggressive litigation skills" (CP 181-84). Jennifer says that "[i]f Neal truly wants what is in our children's best interests, he would work cooperatively with me, be respectful (especially in front of our children), and stop his combative approach to parenting." CP 183. Neal replies that Jennifer's personal attacks on him would not help the court decide the issues, so he would like to ignore them, but Jennifer's claims are false. CP 219-20. And so on.

On January 30, 2015, Commissioner Canada-Thurston granted Neal's motion. CP 236-37. She ruled as follows (*id*):

1. Joint decision-making is required for extracurricular activities, including Cub Scouts; joint decision-making regarding activities is not limited by the words "Major Decisions."
2. Whether a child will participate in an extracurricular activity, including Cub Scouts, is subject to dispute resolution.
3. The mother's failure to participate in dispute resolution is excused in this instance because of the confusion related to the last sentence of Judge Spearman's 9/3/14 letter ruling so fees are not awarded on that basis.
4. The mother did agree to the child's participation in scouting for the 2014-2015 [school year]. She did not recant her agreement. The statement that she is not willing to pay the expense is not permitted by the intent of Judge Spearman's letter, the Order of Child Support or the parenting plan.
5. [L] shall participate in Cub Scouting for the 2014-2015 school year. Both parents shall facilitate his participation [based on] evidence [that the] mother agreed.
6. The parents shall pay their proportionate shares of Cub Scout expenses. The mother shall reimburse the father what is currently owing within 10 days.
7. Jennifer Yong Luna shall pay the father or Skellenger Bender $1,000 (one thousand dollars) in reasonable attorneys' fees within 10 days of this order.

The Commissioner thus clarified the parenting plan and the Order of Child Support, using Judge Spearman's letter ruling. CP 236-37.

On February 6, 2015, Jennifer sought revision. CP 238-43. Jennifer assigned 13 errors to the Commissioner's seven-point

order. *Id.* On March 20, 2015, the Honorable Richard Eadie granted revision. CP 253. He ruled as follows (*id.*):

> Petitioner's Motion to Revise is Granted and the Commissioner's Order dated January 30, 2015 is hereby vacated in all respects.

Judge Eadie did not further explain his ruling in writing.

In oral argument, however, the court did say four things explaining his ruling. First, he questioned whether the parties formed a "contract" in their *emails*. 3/20 RP 14-15, 23. But the issue before the trial court was the interpretation of the agreed parenting plan and Order of Child Support, not of a separate agreement.

Second, the court repeatedly inquired how much it costs to participate in Cub Scouts, and was "troubled" that these parties could afford to litigate this issue, whereas many others could not. 3/20 RP 12, 18, 22-23. Neal reminded the court that the issue here is much broader than just *this* extracurricular activity, with two young children and well over a decade to go on the parenting plan. *Id.* at 18-19.

Third, Judge Eadie repeatedly opined that Cub Scouts "occurs strictly on the father's time," saying, "and this is critical in my thinking: It doesn't significantly affect the other party's residential time. This is something that's strictly on Dad's time." 3/20 RP 22, 24. But there is no evidence in the record supporting that assertion. On

the contrary, Neal explained in detail that, while meetings did occur on Thursdays, many other activities will certainly impact Jennifer's time. *See, e.g.*, 221-22; 3/20 RP 26. Jennifer's own emails affirmed that some activities would happen on her time. CP 151, 154.

Finally, Judge Eadie made two legal errors: (1) he stated (contrary the Commissioner) that the word "major" (in the heading, "Major Decisions") somehow limits "extracurricular activities" to only "major activities" (a phrase that appears nowhere in the parenting plan or the statute); and (2) he applied only a paraphrase of the statutory language from RCW 26.09.184(5)(a), ruling that a "major activity" is one "that affects the children's health, safety or welfare or significantly affects the other parent's residential time." 3/20 RP 22, 23. But RCW 26.09.184(5)(a) actually says:

> (5) ALLOCATION OF DECISION-MAKING AUTHORITY.
>
> (a) The plan shall allocate decision-making authority to one or both parties regarding the children's education, health care, and religious upbringing. <u>The parties may incorporate an agreement related to the care and growth of the child in these specified areas, **or in other areas**, into their plan</u>, consistent with the criteria in RCW 26.09.187 and 26.09.191. . . . [Emphasis added.]

The trial court essentially rewrote the parenting plan using a truncated statutory paraphrase that is contrary to the statute itself.

## ARGUMENT

### A. The standard of review is *de novo*.

This Court reviews Judge Eadie's revision decision interpreting the parenting plan and child support order, not the Commissioner's rulings. ***In re Tr.'s Sale of Real Prop. of Burns***, 167 Wn. App. 265, 270, 272 P.3d 908, *rev. denied*, 175 Wn.2d 1008 (2012). As with any order or decree, interpreting a parenting plan or a child support order is a question of law reviewed *de novo*. *See, e.g.*, ***In re Marriage of Cota***, 177 Wn. App. 527, 534, 312 P.3d 695 (2013) ("Interpretation of a child support order is a question of law that we review de novo"); ***In re Marriage of Chavez***, 80 Wn. App. 432, 435-36, 909 P.2d 314, *rev. denied*, 129 Wn.2d 1016 (1996).

When, as here, a court order incorporates an agreement between the parties, the "meaning of the order is the same as the meaning objectively manifested by the parties at the time they formed the agreement." ***Martinez v. Kitsap Pub. Servs., Inc.***, 94 Wn. App. 935, 942, 974 P.2d 1261 (1999) (quoting ***Interstate Prod. Credit Ass'n v. MacHugh***, 90 Wn. App. 650, 654, 953 P.2d 812 (1998)); *see also* ***In re Marriage of Boisen***, 87 Wn. App. 912, 920, 943 P.2d 682 (1997). If an ambiguity exists, this Court "seeks to ascertain the intention of the court entering the original decree by

using general rules of construction applicable to statutes, contracts and other writings. . . . Normally the court is limited to examining the provisions of the decree to resolve issues concerning its intended effect." ***Marriage of Sager***, 71 Wn. App. 855, 862, 863 P.2d 106 (1993) (quoting ***In re Marriage of Gimlett***, 95 Wn.2d 699, 704-05, 629 P.2d 450 (1981)).

**B. The trial court erred in revising the Commissioner's correct rulings.**

Neal and Jennifer disagree on whether the parenting plan's dispute-resolution process applies when, as here, a parent says that a child may participate[2] in an extracurricular activity,[3] but then refuses to pay a proportional share of the cost. This problem arises because dispute resolution expressly applies to "[d]isputes between the parties, other than child support . . . ." CP 124. Since Jennifer believes that her proportional payment obligation for extracurricular activities arises under the child support order (CP 23-24), she thinks that dispute resolution is not required.

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[2] Jennifer unequivocally agrees that L may participate in Scouting. CP 154.

[3] The parties disputed whether Cub Scouts is an extracurricular activity, but the trial court appeared to agree that a common-sense definition of that term covers activities outside the curriculum. 3/20 RP 21-22. A narrower definition would improperly limit the children's options. *See, e.g.*, CP 221.

But Judge Spearman was unequivocal: the parties' CR 2A says that agreed activity expenses would be paid proportionately, and if "the mother does not wish to take on this additional cost, she need not agree to the children's participation in the activity." CP 149. And if she will not agree to participation, then the issue is subject to mediation under the parenting plan. CP 124. No option exists to agree to the activity, but refuse to pay for it. Otherwise, although Jennifer has 70% of the income, she could pay only for her chosen activities, and evade the parties' proportionality agreement. Judge Eadie erred in revising the Commissioner's legally correct ruling.

**1. The trial court improperly limited the question presented to whether the parties made an agreement in their emails.**

Judge Eadie questioned whether the parties formed a "contract" in their *emails*. 3/20 RP 14-15, 23. But the issue placed before the court was the interpretation of the parties parenting plan, not a separate email agreement. The parties' agreed parenting plan *is* an agreement between them. The question before the court concerned that agreement, not emails.

In any event, in the final email that precipitated these proceedings, Jennifer unequivocally agreed that L may participate in this "extracurricular activity" (CP 154, underlining added):

> Neal,
>
> [L] can participate in scouting but I will not pay for this extracurricular activity. The meetings will fall on your residential time so this is an activity for you and [L] to do together. If an event happens to fall on my residential time, I am more than happy to bring him and participate.

To the extent that the trial court questioned whether this email is an agreement to permit L to participate, the only answer is yes.

**2. The trial court improperly questioned the parties' right to decide what is important to them.**

In repeatedly inquiring how much it costs to participate in Cub Scouts, and in saying that he was "troubled" that these parties could afford to litigate this issue, where others could not, Judge Eadie improperly implied that (a) the relevant issue is extremely narrow, and (b) Jennifer should not have brought this issue forward. 3/20 RP 12, 18, 22-23. On (a), Neal reminded the court that the issue here is much broader than just Cub Scouts, with two young children and well over a decade to go on the parenting plan. *Id.* at 18-19. Neal will face major obstacles for years if the courts will not resolve this dispute on the fundamental meaning of the parenting plan.

On (b), viewed properly, it is imperative for the parties to resolve this dispute now, before further trouble develops. After all, Judge Spearman unequivocally ruled that Jennifer could either refuse to permit the children to participate in an extracurricular

activity, or pay her proportional share. CP 149. Yet while Jennifer had permitted the activity, she refused to pay *that very day*. CP 155. If Jennifer takes this position on other activities, Neal may face serious financial consequences. That is, although she agrees to permit other extracurricular activities, she does not have to pay for them unless they are "major"; yet Neal cannot seek dispute resolution to resolve the issue. This is an opportunity for financial manipulation that ultimately could harm the children.

**3. The trial court misunderstood the facts, which led it into legal error.**

Judge Eadie repeatedly opined that Cub Scouts "occurs strictly on the father's time"; "and this is critical in my thinking: It doesn't significantly affect the other party's residential time. This is something that's strictly on Dad's time." 3/20 RP 22, 24.

There is no evidence in this record supporting these assertions. On the contrary, Neal explained in detail that, while the meetings did occur on Thursdays, many activities will most certainly impact Jennifer's time. *See, e.g.*, 221-22; 3/20 RP 26. Jennifer's own emails affirmed that some activities would happen on her time. CP 151, 154. The trial court misunderstood a material fact.

This misunderstanding led to its legal errors. That is, the court's reasoning was "critically" based on the false premise that Cub Scouts would affect only Neal's residential time. 3/20 RP 22, 24. The court thus implied that it would rule differently if this was not true (as discussed immediately below, he presumably would have found Scouting a "major" activity, requiring Jennifer to pay her fair share). *Id.* But Scouting does affect Jennifer's residential time, so this Court should reverse the trial court's factually and legally incorrect rulings.

**4. The trial court misread the parenting plan.**

Judge Eadie stated that that the word "major" (in the heading, "Major Decisions") modifies the term "extracurricular activities," limiting it to "major activities." 3/20 RP 22-23. That phrase does not appear in the parenting plan, child support order, or statute. The Commissioner had correctly ruled that the heading does not limit the substance of the provision. CP 236 ("joint decision-making regarding activities is not limited by the words 'Major Decisions'"). The Commissioner was legally correct.

Under RCW 26.09.184(5)(a), the parenting plan "shall allocate decision-making authority to one or both parties regarding the children's education, health care, and religious upbringing." In addition, the "parties may incorporate [into their plan] an agreement

related to the care and growth of the child . . . in other areas . . . ." Consistent with § .184(5)(a), the parties incorporated into their plan joint decision making regarding extracurricular activities. CP 123. In their judgment, then, such activities plainly affect the care and growth of their children. This is a reasonable choice.

But the parties did not limit joint decision making to "major activities." The heading "Major Decisions" simply identifies the important items listed below it as major decisions (CP 123):

| | |
|---|---|
| Education decisions | joint |
| Non-emergency health care | joint |
| Religious upbringing | joint |
| Work related day care | joint |
| Extracurricular Activities | joint |

But under the trial court's reading, joint decision making would be limited only to "major" educational decisions, "major" non-emergency health care, "major" religious upbringing, "major" work-related day care, and "major" extracurricular activities. In light of the nature of those listed decisions, and of the equality expressly intended by every aspect of the parties' parenting plan, this is not a plausible reading of this provision. Judge Eadie erred. The Court should reinstate the Commissioner's correct rulings.

**5. The trial court misread the statute.**

Judge Eadie stated as follows:

> And I think that goes back to then the major activity,[4] is it a major activity? I thought that the definition – I don't know where it came from, whether it came from – it didn't come from a case, obviously, it would have been cited – of major was a good one that was proposed. And let me see if I still have the proposed order in front of me.
>
> The word "major" is an activity that affects the children's health, safety or welfare or significantly affects the other parent's residential time. I think that's a reasonable definition. In the absence of another definition, that's the definition that I would adopt for this.

3/20 RP 23. That "definition" is actually loosely based on the language from § .184(5)(a): the parenting plan "shall allocate decision-making authority to one or both parties regarding the children's education, health care, and religious upbringing."

But Judge Eadie's "definition" ignores both the actual language of § .184(5)(a), and also the rest of that section: the "parties may incorporate [into their plan] an agreement related to the care and growth of the child . . . <u>in other areas</u> . . . ." By ignoring the actual statutory language, the court rewrote the agreed parenting plan – a legal error. *See, e.g.*, ***Seattle Prof'l Eng'g Emps. Ass'n v. Boeing Co.***, 139 Wn.2d 824, 833, 991 P.2d 1126 (2000) ("'Courts are not at

[4] As noted immediately above, "major activity" rewrites the parenting plan.

liberty, under the guise of reformation, to rewrite the parties' agreement'" (citations omitted)); ***Wagner v. Wagner***, 95 Wn.2d 94, 101, 621 P.2d 1279 (1980) ("Courts can neither disregard contract language . . . nor revise the contract under a theory of construing it").

Finally on this point, the leading definition of "major" is "greater in . . . importance, or interest." WEBSTERS THIRD NEW INT'L DICTIONARY 1363 (1993). And as relevant here, "activity" means "a form of organized, supervised, and often extracurricular recreation (as athletic games, dramatics, or dancing)." *Id.* at 22. "Major extracurricular activity" would thus mean an important extracurricular recreation – like Scouting. It certainly cannot reasonably be limited to "an activity that affects the children's health, safety or welfare or significantly affects the other parent's residential time." 3/20 RP 23. The trial court improperly rewrote the parenting plan.

**C. This Court should award Neal all of his attorney fees.**

The Commissioner awarded Neal some of his fees ($1,000) due to the presence of back-owed child support. 1/30 RP 34. Judge Eadie denied fees to either party. CP 253; 3/20 RP 24. Neither ruling was fully correct.

Neal sought (and seeks) fees under RCW 26.18.160[5] (for bad faith regarding an order of support); and under the Parenting Plan § V.(d)[6] (for frustrating the parenting plan's dispute-resolution process). CP 108, 3/20 RP 17. The Commissioner felt that the last sentence of Judge Spearman's letter ruling was confusing: "If the mother does not wish to take on this additional cost, she need not agree to the children's participation in the activity." CP 149, 237. With great respect for the Commissioner, that sentence is crystal clear.

And given that clarity, Jennifer acted in bad faith and without good reason by flatly talking a stand in direct violation Judge Spearman's ruling *on the evening of the day she entered it. Compare* CP 149 *with* CP 155. Jennifer's behavior bordered on contempt.

This Court should award Neal his fees, both in the trial court and in this Court, under RCW 26.18.160, the Parenting Plan § V.(d), and RAP 18.1. Withholding child support and frustrating dispute resolution all the way to this Court is bad faith and unreasonable.

---

[5] "In any action to enforce a support . . . order under this chapter, the prevailing party is entitled to a recovery of costs, including an award for reasonable attorney fees. An obligor may not be considered a prevailing party under this section unless the obligee has acted in bad faith in connection with the proceeding in question."

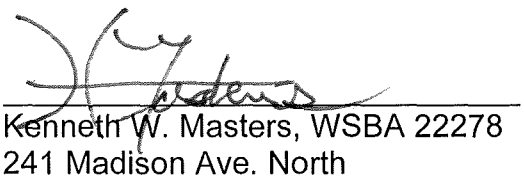
[6] "If the court finds that a parent has used or frustrated the dispute resolution process without good reason, the court shall award attorneys' fees and financial sanctions to the other parent." CP 124.

## CONCLUSION

For the reasons stated, this Court should reverse, and reinstate the Commissioner's legally and factually correct orders.

RESPECTFULLY SUBMITTED this 14th day of October 2015.

MASTERS LAW GROUP, P.L.L.C.

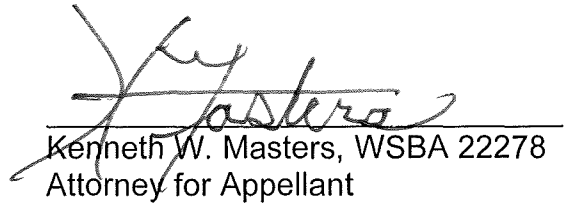


Kenneth W. Masters, WSBA 22278
241 Madison Ave. North
Bainbridge Island, WA 98110
(206) 780-5033

**CERTIFICATE OF SERVICE BY MAIL AND/OR EMAIL**

I certify that I caused to be mailed postage prepaid, via U.S. mail and/or emailed a copy of the foregoing **BRIEF OF APPELLANT** on the 14th day of October 2015, to the following counsel of record at the following addresses:

| | |
|---|---|
| David Law<br>Skellenger Bender, P.S,<br>1301 Fifth Avenue, Suite 3401<br>Seattle, WA 98101-2605 | ____ U.S. Mail<br>✓ E-Mail<br>____ Facsimile |
| Mr. David B. Zuckerman<br>Law Office of David B. Zuckerman<br>705 Second Avenue, Suite 1300<br>Seattle, WA 98104 | ____ U.S. Mail<br>✓ E-Mail<br>____ Facsimile |



Kenneth W. Masters, WSBA 22278
Attorney for Appellant

RECEIVED
-2 JUN 2014 13 53
DEPARTMENT OF
JUDICIAL ADMINISTRATION
KING COUNTY, WASHINGTON

**Superior Court of Washington**
**County of King**

| In re the Marriage of: | |
|---|---|
| JENNIFER YONG LUNA<br><br>Petitioner,<br>and<br><br>NEAL HAROLD LUNA<br><br>Respondent. | **No. 13-3-11015-0 SEA**<br><br>**Parenting Plan**<br><br>**Final Order (PP)** |

This parenting plan is: the final parenting plan signed by the court pursuant to a decree of dissolution, legal separation, or declaration concerning validity signed by the court on this date.

**It Is Ordered, Adjudged and Decreed:**

## I. General Information

This parenting plan applies to the following children:

| Name | Age |
|---|---|
| Luke Luna | 5 |
| Ethan Luna | 3 |

## II. Basis for Restrictions

*Under certain circumstances, as outlined below, the court may limit or prohibit a parent's contact with the children and the right to make decisions for the children.*

### 2.1 Parental Conduct (RCW 26.09.191(1), (2))

Does not apply.

### 2.2 Other Factors (RCW 26.09.191(3))

Does not apply.

## III. Residential Schedule

*The residential schedule must set forth where the children shall reside each day of the year, including provisions for holidays, birthdays of family members, vacations, and other special occasions, and what contact the children shall have with each parent. Parents are encouraged to create a residential schedule that meets the developmental needs of the children and individual needs of their family. Paragraphs 3.1 through 3.9 are one way to write your residential schedule. If you do not use these paragraphs, write in your own schedule in Paragraph 3.13.*

### 3.1 Schedule for Children Under School Age

1. Mother shall have residential time every Tuesday after school until Thursday after school.
2. Father shall have residential time every Monday after school until Tuesday after school and every Thursday after school until Friday after school.
3. Weekends shall be alternated from Friday after school until Monday after school. Mother's first weekend shall be the weekend of October 11, 2013.
4. If there is no school the exchange shall occur at 3:00 p.m.

### 3.2 School Schedule

Same as Section 3.1 for children under school age.

### 3.3 Schedule for Winter Vacation

Winter vacation shall shall be allocated equally between the parents as follows: The children shall be with the mother the first half of the winter break which shall be defined as commencing from school release on the children's last day of school through the mid-point of the winter break. The children shall be with the father during the second half of the winter break, commencing with the mid-point of the break through return to school. If there are an uneven number of days in the winter break, in even years, the father shall have the children for the extra day, and in odd years, the mother shall have the children for the extra day. In the event that more than one-half of the

days of the entire winter break occur before December 26th (at 9:00 a.m.) the parties shall cooperate to give the father an extra day(s) during the break so that the mother always has the children for December 24th – 26th (at 9:00 a.m.) and the time remains equal.

### 3.4 Schedule for Other School Breaks

The children shall be with the father for midwinter break in even numbered years and with the mother for midwinter break in odd years. The children shall be with the mother for Spring break in even numbered years and with the father for Spring Break in odd numbered years.

Spring and midwinter break shall be defined to include the school release days but not to include the other parent's adjacent weekend days.

### 3.5 Summer Schedule

Same as school year schedule.

### 3.6 Vacation With Parents

Each parent may have up to two weeks of uninterrupted residential time for vacations during the summer. Until summer 2015, the vacation will be for two non-consecutive weeks of up to 7 days each. Parents shall make an effort to schedule vacations such that they include their own weekends and do not override the other parent's weekend. If a parent's vacation does override the other parent's weekend, then the non-vacationing parent shall receive the weekends adjacent to the vacation such that neither parent is without the children for more than two consecutive weekends.

Starting summer 2015, the vacation may be one 10 day block (overnights) to include two consecutive weekends (the other parent shall have the children for the weekends immediately before and after the vacation). Starting the summer after Ethan's 1st grade, each parent may take two consecutive weeks for vacation.

Parents shall exchange vacation dates via email by April 1 of each year, except that for 2014, they shall exchange vacation dates by May 30th. If there is conflict in vacation requests, mother's request prevails in even numbered years and father's request prevails in odd numbered years. Notwithstanding the priority provision, if special circumstances arise, a request for vacation by the non-priority parent will not be unreasonably denied.

The foregoing notwithstanding, the father shall have priority for July 5th to 9th in 2014 in order that he may take the children to Mexico for a family reunion. Given that he has the children for the July 4th holiday in even-numbered years, he will therefore have the children commencing July 4th at 9:00 a.m. through July 10th. The children shall be with the mother the weekend of July 11th through the 13th.

### 3.7 Schedule for Holidays

The residential schedule for the children for the holidays listed below is as follows:

| | With Mother (Specify Year Odd/Even/Every) | With Father (Specify Year Odd/Even/Every) |
|---|---|---|
| New Year's | | Every |
| Martin Luther King Day | with the parent regularly scheduled for the day | |
| Presidents' Day | See section 3.4 | |
| Memorial Day | with parent that has the adjacent weekend | |
| July 4th | Odd | Even |
| Labor Day | with the parent that has the adjacent weekend | |
| Veterans' Day | with the parent regularly scheduled for the day | |
| Thanksgiving Day | Odd | Even |
| Christmas Eve | Every | |
| Christmas Day | Every | |

1. If a parent scheduled for a holiday has to work on that day and the other parent has the day off, the other parent will be the first option to provide care for the children that day while the other is at work.

2. July 4th shall be defined to begin at 9:00 am on July 4th and end at 9:00 am on July 5th.

3. Memorial Day and Labor Day shall end at 5:00 pm on Monday.

4. Thanksgiving shall last from school release Wednesday (or 3 p.m. if school is not in session) until Friday at 9 a.m.

### 3.8 Schedule for Special Occasions

The residential schedule for the children for the following special occasions (for example, birthdays) is as follows:

| | With Mother (Specify Year Odd/Even/Every) | With Father (Specify Year Odd/Even/Every) |
|---|---|---|
| Mother's Day | Every | |
| Father's Day | | Every |
| Children's Birthdays | With the parent regularly scheduled for the day | |
| Mother's Birthday | Every | |
| Father's Birthday | | Every |

Mother's Day and Father's Day shall be from 9:00 am Sunday to return to school on Monday or 9:00 am if there is no school.

Parent's birthdays shall be from 9:00 am the day of the birthday to return to school or 9:00 am the following day if there is no school; provided, if Mother cannot keep the children overnight on her birthday because of her work schedule, then the exchange shall be 7:00 pm the day of her birthday.

### 3.9 Priorities Under the Residential Schedule

Paragraphs 3.3 - 3.8, have priority over paragraphs 3.1 and 3.2, in the following order:

Rank the order of priority, with 1 being given the highest priority:

| | |
|---|---|
| __4__winter vacation (3.3) | __1__holidays (3.7) |
| __3__school breaks (3.4) | __2__special occasions (3.8) |
| __6__summer schedule (3.5) | __5__vacation with parents (3.6) |

### 3.10 Restrictions

Does not apply because there are no limiting factors in paragraphs 2.1 or 2.2.

### 3.11 Transportation Arrangements

Transportation costs are included in the Child Support Worksheets and/or the Order of Child Support and should not be included here.

Transportation arrangements for the children, between parents shall be as follows: The receiving parent will pick up the children. When exchanges are not scheduled to take place at school, the children shall be picked up at the other parent's home or at another agreed upon location that is reasonable for both parties.

### 3.12 Designation of Custodian

The children named in this parenting plan are scheduled to reside equally with the parents. Each parent is designated the custodian of the children solely for purposes of all other state and federal statutes which require a designation or determination of custody. This designation shall not affect either parent's rights and responsibilities under this parenting plan.

### 3.13 Other

If either parent's work schedule changes and that parent requests a change in the residential schedule to accommodate the work schedule change, before proceeding to any court action, the parties will follow the dispute resolution process.

### 3.14 Summary of RCW 26.09.430 - .480, Regarding Relocation of a Child

This is a summary only. For the full text, please see RCW 26.09.430 through 26.09.480.

If the person with whom the child resides a majority of the time plans to move, that person shall give notice to every person entitled to court ordered time with the child.

If the move is outside the child's school district, the relocating person must give notice by personal service or by mail requiring a return receipt. This notice must be at least 60 days before the intended move. If the relocating person could not have known about the move in time to give 60 days' notice, that person must give notice within 5 days after learning of the move. The notice must contain the information required in RCW 26.09.440. See also form DRPSCU 07.0500, (Notice of Intended Relocation of A Child).

If the move is within the same school district, the relocating person must provide actual notice by any reasonable means. A person entitled to time with the child may not object to the move but may ask for modification under RCW 26.09.260.

Notice may be delayed for 21 days if the relocating person is entering a domestic violence shelter or is moving to avoid a clear, immediate and unreasonable risk to health and safety.

If information is protected under a court order or the address confidentiality program, it may be withheld from the notice.

A relocating person may ask the court to waive any notice requirements that may put the health and safety of a person or a child at risk.

Failure to give the required notice may be grounds for sanctions, including contempt.

If no objection is filed within 30 days after service of the notice of intended relocation, the relocation will be permitted and the proposed revised residential schedule may be confirmed.

A person entitled to time with a child under a court order can file an objection to the child's relocation whether or not he or she received proper notice.

An objection may be filed by using the mandatory pattern form WPF DRPSCU 07.0700, (Objection to Relocation/Petition for Modification of Custody Decree/Parenting Plan/Residential Schedule). The objection must be served on all persons entitled to time with the child.

The relocating person shall not move the child during the time for objection unless: (a) the delayed notice provisions apply; or (b) a court order allows the move.

If the objecting person schedules a hearing for a date within 15 days of timely service of the objection, the relocating person shall not move the child before the hearing unless there is a clear, immediate and unreasonable risk to the health or safety of a person or a child.

## IV. Decision Making

### 4.1 Day-to-Day Decisions

Each parent shall make decisions regarding the day-to-day care and control of each child while the child is residing with that parent. Regardless of the allocation of decision making in this parenting plan, either parent may make emergency decisions affecting the health or safety of the children.

### 4.2 Major Decisions

Major decisions regarding each child shall be made as follows:

| | |
|---|---|
| Education decisions | joint |
| Non-emergency health care | joint |
| Religious upbringing | joint |
| Work related day care | joint |
| Extracurricular Activities | joint |

### 4.3 Restrictions in Decision Making

Does not apply because there are no limiting factors in paragraphs 2.1 and 2.2 above.

## V. Dispute Resolution

*The purpose of this dispute resolution process is to resolve disagreements about carrying out this parenting plan. This dispute resolution process may, and under some local court rules or the provisions of this plan must be used before filing a petition to modify the plan or a motion for contempt for failing to follow the plan.*

Disputes between the parties, other than child support disputes, shall be submitted to mediation by an agreed upon mediator. If the parties cannot agree upon a mediator, then the mediator shall be Lynn Pollock or Cheryll Russell, whoever is first available.

Should Ms. Pollock and Ms. Russell become permanently unavailable to act as default mediators, new default mediators shall be appointed either by agreement or, if the parties cannot agree, by motion on the family law motions calendar.

The cost of this process shall be allocated between the parties as follows:

50% Mother and 50% Father.

The dispute resolution process shall be commenced by notifying the other party by written or electronic request.

In the dispute resolution process:

(a) Preference shall be given to carrying out this Parenting Plan.
(b) Unless an emergency exists, the parents shall use the designated process to resolve disputes relating to implementation of the plan, except those related to financial support.
(c) A written record shall be prepared of any agreement reached in counseling or mediation and of each arbitration award and shall be provided to each party.
(d) If the court finds that a parent has used or frustrated the dispute resolution process without good reason, the court shall award attorneys' fees and financial sanctions to the other parent.

## VI. Other Provisions

There are the following other provisions:

1. **Objectives**
The parties agree that the objectives of the parenting plan are to:

A. Provide for their children's physical care;
B. Maintain the children's emotional stability;
C. Provide for their children's changing needs as they grow and mature, in a way that minimizes the need for future modification to this parenting plan;

D. Set forth the authority and responsibility of each parent with respect to their children;
E. Minimize the children's exposure to harmful parental conflict;
F. Encourage each other to meet his/her responsibilities to their children rather than relying upon judicial interventions;
G. Otherwise protect the best interests of their children at all times.

2. **School Records**
Each parent shall have equal and independent authority to confer with school, or other educational or extracurricular programs with regard to their children's progress, and each shall have free and timely access to school and program records. Each parent shall have authority to give parental consent or permission as may be required concerning school, or other programs for their children, while the children are residing with that parent.

3. **Health Care**
Each parent is expected to, and has authority to provide emergency health care for their children in case of accident or serious illness and shall inform the other parent of such action, as soon as practical. Each parent shall have full and complete access to the children's health care providers and medical records.

4. **Participation in Extracurricular Events**
A. The children shall be accompanied by the parent with whom he/she is residing at the time of a given extracurricular event. The other parent shall not be limited from attendance at that event, providing the attendance by the non-residential parent is not disruptive to the other participants.
B. Each parent shall be responsible for keeping him/herself advised of school, athletic, and extracurricular events in which the children participate. Both parents may participate in school activities for a child such as open house, athletic events, and the like.

5. **Unhampered Access**
Each parent shall exert every effort to maintain free access, or unhampered contact between the children and the other parent so as to foster affection between the children and each parent. Neither parent shall do anything that will estrange any child from the other parent, nor shall a parent do anything that would tend to injure a child's opinion of the other parent, or to impair in any way the natural development of the children's love and respect for both parents.

6. **Telephone Access**
Each party shall be promptly advised by the other of any change of residence, including any change in telephone number, and while a child is with one parent, the other parent shall have uncensored telephone communication with the child at reasonable times.

7. **Respect for One Another's Parenting Style and Authority**
The parties agree to honor one another's parenting style, privacy, and authority. Neither will interfere in the parenting style of the other parent nor will either make plans or arrangements or infringe upon the other's authority or time schedule to be spent with their child, without the express agreement of the other party. Each party agrees to encourage their children to discuss their grievances directly with the parent in question. It is the intention of the parties to consistently encourage a direct child/parent bond.

8. **Passport/International Travel**
Either parent shall give notice to the other parent of any travel with the children as soon as reasonably possible. If leaving the state with the children, the traveling parent shall provide an itinerary and contact information. A parent may travel internationally with the children only with the written consent of the other parent, except for travel to Canada. Both parents shall cooperate in the obtaining and renewal of the children's passports. The passport shall be held by the parent who has last travelled with the children, who shall provide them to the other parent upon request as needed for international travel. If the country is a non-Hague signatory, then the travel shall require joint decision-making and agreement in writing subject to dispute resolution.

9. **Communication Between Parents**
The preferred method of communication between parents shall be e-mail. Each parent shall provide the other with an e-mail address to be used for purposes of such communication. E-mails between the parents shall be brief, business-like and shall address one topic that is identified in the subject line. Parents shall check their e-mails on a daily basis and shall make best efforts to respond to e-mails within 48 hours unless circumstances require a sooner response, in which case a parent shall respond as soon as practicable. When the communication relates to immediate logistics, communication may be via text or, when text is not possible, by telephone. Concerns about communication may be addressed in the dispute resolution process, including requests for a change to this section as needed to ensure timely resolution of child-related issues and reduction of conflict between the parties.

## VII. Declaration for Proposed Parenting Plan

Does not apply.

## VIII. Order by the Court

It is ordered, adjudged and decreed that the parenting plan set forth above is adopted and approved as an order of this court.

**WARNING:** Violation of residential provisions of this order with actual knowledge of its terms is punishable by contempt of court and may be a criminal offense under RCW 9A.40.060(2) or 9A.40.070(2). Violation of this order may subject a violator to arrest.

When mutual decision making is designated but cannot be achieved, the parties shall make a good faith effort to resolve the issue through the dispute resolution process.

If a parent fails to comply with a provision of this plan, the other parent's obligations under the plan are not affected.

Henry Judson

Dated: 6/2/14

**Judge/Commissioner**

Presented by:

Janet M. Helson
WSBA No. 21378
SKELLENGER BENDER, P.S.
Attorneys for Respondent

Copy received; Notice of Presentation Waived:

Janet L. Comin
WSBA No. 16246
Attorneys for Petitioner

Neal Harold Luna — Date 5/30/14
Respondent

Jennifer Yong Luna — Date 5/30/14
Petitioner

Presented by:

Cristy Denton, #CD41155

**SUPERIOR COURT OF WASHINGTON**
**COUNTY OF KING**

| | |
|---|---|
| LUNA, JENNIFER YONG<br><br>Petitioner(s) | NO. 12-3-11015-0 SEA<br><br>CERTIFICATE OF COMPLETION OF MANDATED SEMINAR ("WHAT ABOUT THE CHILDREN") (COPC) |
| LUNA, NEAL HAROLD<br><br>Respondent(s) | |

This is to certify that LUNA, JENNIFER YONG completed the "What About the Children" Parent Seminar mandated under King County Superior Court Local Family Law Rule 13(d) on October 18, 2013.

DATED 18th day of October, 2013 in King County, Washington.

Signature

Julie AA Whilen
Printed Name

CERTIFICATE OF COMPLETION OF MANDATED SEMINAR
Page 1

DISTRIBUTION:
Original (White) Clerk's Office
Copy (Green) - Attendee

**SUPERIOR COURT OF WASHINGTON**
**COUNTY OF KING**

| | |
|---|---|
| LUNA, JENNIFER YONG<br>Petitioner(s)<br><br>LUNA, NEAL HAROLD<br>Respondent(s) | NO: 13-3-11015-0 SEA<br><br>CERTIFICATE OF COMPLETION OF MANDATED SEMINAR ("WHAT ABOUT THE CHILDREN") (COPC) |

This is to certify that **NEAL LUNA** completed the **"What About the Children"** Parent Seminar mandated under King County Superior Court Local Family Law Rule 13(c) on November 8th, 2013.

DATED **8th** day of **November**, **2013**, in King County, Washington.

Signature

Bryan Ivanich
Printed Name



**DISTRIBUTION:**
Original (White) Clerk's Office
Copy (Green) - Attendee

# Superior Court of the State of Washington
# for the County of King

MARIANE C. SPEARMAN
Judge

King County Courthouse
516 Third Avenue, Room C-203
Seattle, Washington 98104-2381
206-296-9490

September 3, 2014

Ms. Janet Helson
Skellenger Bender
1301 Fifth Avenue, Suite 3401
Seattle, WA 98101

Ms. Janet Comin
IBM building
1200 Fifth Avenue, Suite 2020
Seattle, WA 98101-3100

Dear Counsel:

I am in receipt of your letters and supporting documentation outlining the issues regarding the Child Support Order. Under the CR2A which the parties signed on June 27, 2014, any disputes regarding drafting issues or regarding omitted issues, were to be submitted to me without oral argument. The parties agreed in the CR2A that agreed activity expenses would be paid proportionately. However, the CR2A made no mention regarding the arbitration of disputes or the cost of required school expenses.

As a preliminary matter, disputes concerning the payment of required school expenses or the insertion of an arbitration clause are not drafting issues that were encompassed by the CR2A and I decline to address them.

The payment of clothing and equipment for agreed activities is an issue that was discussed as part of the CR2A. It is reasonable that the expenses for clothing and equipment for agreed upon activities should be paid by the parents proportionate to their incomes. Children cannot be expected to participate in sports or other activities without the appropriate clothing and equipment. If the mother does not wish to take on this additional cost, she need not agree to the children's participation in the activity.

I hope this helps.

Very truly yours,

Judge Mariane C. Spearman

FILED
KING COUNTY, WASHINGTON
SEP 17 2014
SUPERIOR COURT CLERK

EXP07

SUPERIOR COURT OF WASHINGTON FOR KING COUNTY

| | |
|---|---|
| In re Marriage of:<br>JENNIFER YONG LUNA,<br>Petitioner,<br>and<br>NEAL HAROLD LUNA,<br>Respondent. | NO. 13-3-11015-0 SEA<br>ORDER OF CHILD SUPPORT FINAL<br>Clerk's Action |

## I. JUDGMENT SUMMARY

1.1 JUDGMENT SUMMARY FOR NON-MEDICAL EXPENSES

Does not apply.

1.2 JUDGMENT SUMMARY FOR MEDICAL SUPPORT

Does not apply.

## II. BASIS

2.1 TYPE OF PROCEEDING.

This order is entered under a petition for dissolution of marriage decree of dissolution.

2.2 CHILD SUPPORT WORKSHEET.

The child support worksheet which has been approved by the court is attached to this order and is incorporated by reference or has been initialed and filed separately and is incorporated by reference.



skellengerbender
1301 - Fifth Avenue, Suite 3401
Seattle, Washington 98101-2605
(206) 623-6501

## III. FINDINGS AND ORDER

IT IS ORDERED that:

3.1 CHILDREN FOR WHOM SUPPORT IS REQUIRED.

| Name (first/last): | Age: |
|---|---|
| Luke Luna | 6 |
| Ethan Luna | 3 |

3.2 PERSON PAYING SUPPORT (OBLIGOR).

Name (first/last): Jennifer Yong Luna
Birthdate: 5/30/1972
Service Address: 10240 NE 12th St. Apt D-301
Bellevue WA 98004

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

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

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

A. Actual Monthly Net income: $10,050.66.

3.3 PERSON RECEIVING SUPPORT (OBLIGEE):

Name (first/last): Neal Luna
Birthdate: 7/26/1968
Service Address: 12735 SE 41st Pl, #102
Bellevue, WA 98006

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

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

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

A. Actual monthly Net Income: $4,334.08.



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The inclusion of the father's profit sharing and 401(k) match as a line item on the worksheets shall be considered to be non-precedential for future adjustments and modifications. At such time, the mother may argue for its inclusion and the father may argue for its exclusion.

3.4 SERVICE OF PROCESS.

**SERVICE OF PROCESS ON THE OBLIGOR AT THE ADDRESS REQUIRED BY PARAGRAPH 3.2 OR ANY UPDATED ADDRESS, OR ON THE OBLIGEE AT THE ADDRESS REQUIRED BY PARAGRAPH 3.3 OR ANY UPDATED ADDRESS, MAY BE ALLOWED OR ACCEPTED AS ADEQUATE IN ANY PROCEEDING TO ESTABLISH, ENFORCE OR MODIFY A CHILD SUPPORT ORDER BETWEEN THE PARTIES BY DELIVERY OF WRITTEN NOTICE TO THE OBLIGOR OR OBLIGEE AT THE LAST ADDRESS PROVIDED.**

3.5 TRANSFER PAYMENT.

The obligor parent shall pay the following amounts per month for the following children:

| Name | Amount |
|---|---|
| Luke | $650 |
| Ethan | $650 |
| TOTAL MONTHLY TRANSFER AMOUNT | $1,300 |

3.6 STANDARD CALCULATION.

$1,629 per month. (See Worksheet line 17.)

3.7 REASONS FOR DEVIATION FROM STANDARD CALCULATION.

The child support amount ordered in paragraph 3.5 deviates from the standard calculation for the following reasons:

The parties have agreed to the amount of transfer payment as part of their overall settlement based on the mother's claim that she should receive a residential schedule credit. This credit/downward deviation shall not be considered precedential. At any future adjustments or modifications, the mother may argue for a larger residential schedule credit than received here, and the father may argue that no residential schedule credit is appropriate.

3.8 REASONS WHY REQUEST FOR DEVIATION WAS DENIED.

Does not apply. A deviation was ordered.



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Seattle, Washington 98101-2605
(206) 623-6501

3.9 STARTING DATE AND DAY TO BE PAID.

Starting date: July 1, 2014.
Day of the month support is due: 1st

3.10 INCREMENTAL PAYMENTS.

Does not apply.

3.11 HOW SUPPORT PAYMENTS SHALL BE MADE.

Direct Payment: Support payments shall be made directly to Respondent Neal Luna by mailing the check to him at his address in 3.3 above or, if he provides information for electronic fund transfer to his account, the payment shall be made by electronic fund transfer.

3.12 WAGE WITHHOLDING ACTION

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

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

3.13 TERMINATION OF SUPPORT.

Support shall be paid until the children reach the age of 18 or as long as the children remain enrolled in high school, whichever occurs last.

3.14 POST SECONDARY EDUCATIONAL SUPPORT.

The right to petition for post-secondary support is reserved, provided that the right is exercised before support terminates as set forth in paragraph 3.13.

Pursuant to the terms of the Property Settlement Agreement signed by the parties on 9/17/14, the father was awarded the Washington Guaranteed Education Tuition (GET) Account No. *4486 designated for Luke Luna and the mother was awarded the 529 Educational Savings Plan, Vanguard Account No. *5914-02, designated for Ethan Luna. Those GET and 529 funds shall be treated as funds belonging to the respective parent and shall be applied to that parent's share of any post-secondary support obligation agreed by the parties or established by the court. This provision shall survive entry of any subsequent order concerning child support.

3.15 PAYMENT FOR EXPENSES NOT INCLUDED IN THE TRANSFER PAYMENT.

The petitioner shall pay 70% and the respondent 30% (each parent's proportional share of income from the Child Support Schedule Worksheet, line 6) of the following expenses incurred on behalf of the children listed in Paragraph 3.1:

- Work-related child care expenses
- Agreed activity expenses and expense for related clothing and



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equipment (e.g., uniforms, specialized sports equipment and clothing, musical instrument)

- School tuition (for preschool and public school kindergarten and for agreed private school after kindergarten)

When possible, the parties shall arrange to be billed directly and pay their proportionate shares directly to the provider. A party who has incurred a reimbursable expense pursuant to this paragraph or under paragraph 3.19 below shall provide proof of the expenditure (such as a cancelled check, receipt or credit card/debit card statement) showing the amount incurred. The other party shall reimburse his/her proportionate share within 10 days of receiving such a request or, if there is a reasonable basis for objection, shall notify the other parent of his/her objection.

For individual expenses less than $300, a party may opt to include such an expense in a quarterly request for reimbursement, with such quarterly requests to be made on the 15th day of January, April, July and October each year. Requests for reimbursement not made within six months of incurring the expense shall be deemed to be waived.

If the parties agree to establish and maintain a joint child expense account, reimbursement may be handled by the parties contributing 70/30 to that account and using that account to fund the specified expenses.

3.16 PERIODIC ADJUSTMENT.

Child support shall be adjusted periodically as follows:

Child support may be reviewed and adjusted every two years, per the statute then in effect. The first adjustment if requested would be July 2016. Each of the parents shall provide the other with a copy of his or her pay stubs from every employment of each month of the year of the adjustment, and each of their IRS Income Tax Returns for the prior two years, including the tax returns for any business in which either of them has had an ownership interest during that time period. In the event that a parent fails to timely provide the above identified financial information to the other parent, and the requesting parent incurs legal fees to obtain the information, they shall be paid by the delinquent parent. Support may be adjusted based upon each parent's income and the child support schedules then in effect.

3.17 INCOME TAX EXEMPTIONS.

Each party will claim one child as a dependent for tax purposes. Unless otherwise agreed, Respondent will claim Luke and Petitioner will claim Ethan. At such time as only one child may be claimed as a dependent, Respondent shall claim the child in odd tax years and Petitioner shall claim in even years.

3.18 MEDICAL SUPPORT – HEALTH INSURANCE

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

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



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A. Evidence

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

B. Findings about insurance:

The court makes the following findings:

| Respondent | Petitioner | **Check at least one of the following findings for each parent.** |
|---|---|---|
| X | | Insurance coverage for the children is available and accessible to this parent at $40.00 cost (children's portion of the premium, only). |

C. Parties' obligations:

The court makes the following orders:

| Respondent | Petitioner | **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** even if the cost of such coverage exceeds 25% of this parent's basic support obligation (it does not exceed 25% currently). It is in the best interests of the children to provide such coverage despite the cost ***because***: The parties have agreed to insure the children through the father's insurance and to share that cost in proportion to their incomes. |
| | X | This parent shall pay 70% of the health insurance premium being paid by the other parent. This amount is this parent's proportionate share of the premium or 25% of this parent's basic support obligation, whichever is less. This payment is only required if this parent is not providing insurance as described above. Payment shall be handled through the reimbursement process described in paragraph 3.15 of this order. |

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



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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.

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

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

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



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3.19 UNINSURED MEDICAL EXPENSES

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

The petitioner shall pay 70% of uninsured medical expenses (unless stated otherwise, the petitioner's proportional share of income from the Worksheet, line 6) and the respondent shall pay 30% of uninsured medical expenses (unless stated otherwise, the respondent's proportional share of income from the Worksheet, line 6).

This shall be paid using the reimbursement process set out in paragraph 3.15.

3.20 BACK CHILD SUPPORT

Back child support that may be owed is not affected by this order.

3.21 PAST DUE UNPAID MEDICAL SUPPORT

Unpaid medical support that may be owed is not affected by this order.

3.22 OTHER UNPAID OBLIGATIONS

Other obligations that may be owed are not affected by this order.

3.23 OTHER:

The mother and father shall maintain the children as primary irrevocable beneficiaries on her/his existing life insurance in sufficient amount to secure payment of her/his future child support obligations.

Dated: 9/17/14

Judge/Commissioner

Presented by:

Janet Comin, WSBA No. 16246
Attorney for Petitioner

Approved for entry:
Notice of presentation waived:

Janet Helson, WSBA No. 21378
Attorney for Respondent



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# Washington State Child Support Schedule Worksheets

[ ] Proposed by [ ] [ ] State of WA [ ] Other (CSWP)
Or, [ ] Signed by the Judicial/Reviewing Officer. (CSW)

**Mother** Jennifer **Father** Neal
**County** KING **Case No.**

| Child(ren) and Age(s): Luke, 5; Ethan, 3 | | |
|---|---|---|
| **Part I: Income** (see Instructions, page 6) | | |
| 1. Gross Monthly Income | **Father** | **Mother** |
| a. Wages and Salaries | $5,243.00 | $15000.00 |
| b. Interest and Dividend Income | - | - |
| c. Business Income | $362.41 | $1.00 |
| d. Maintenance Received | - | - |
| e. Other Income | - | - |
| f. Imputed Income | - | - |
| g. Total Gross Monthly Income (add lines 1a through 1f) | $5,605.41 | $15001.00 |
| 2. Monthly Deductions from Gross Income | | |
| a. Income Taxes (Federal and State) Tax Year: 2014 | $349.09 | $3,266.85 |
| b. FICA (Soc.Sec.+Medicare)/Self-Employment Taxes | $443.54 | $809.79 |
| c. State Industrial Insurance Deductions | - | - |
| d. Mandatory Union/Professional Dues | - | - |
| e. Mandatory Pension Plan Payments | $416.70 | $416.70 |
| f. Voluntary Retirement Contributions | - | - |
| g. Maintenance Paid | - | - |
| h. Normal Business Expenses | $62.00 | $457.00 |
| i. Total Deductions from Gross Income (add lines 2a through 2h) | $1,271.33 | $4,950.34 |
| 3. Monthly Net Income (line 1g minus 2i) | $4,334.08 | $10,050.66 |
| 4. Combined Monthly Net Income (line 3 amounts combined) | $14,384.74 | |
| 5. Basic Child Support Obligation (Combined amounts →)<br>Luke $1165.00<br>Ethan $1165.00<br>-<br>-<br>- | $2,330.00 | |
| 6. Proportional Share of Income (each parent's net income from line 3 divided by line 4) | .301 | .699 |

| 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.) | $701.33 | $1,628.67 |
| 8. Calculating low income limitations: Fill in only those that apply. | | |
| Self-Support Reserve: (125% of the Federal Poverty Guideline.) | $1,216.00 | |
| 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 equal to or more 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, 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. | $701.33 | $1,628.67 |

| 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) | $701.33 | $1,628.67 |

| 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) | $701.33 | $1,628.67 |
| **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) | $1,950.34 | $4,522.80 |
| 19. 25% of each parent's basic support obligation from line 9 (.25 x amount from line 9 for each parent) | $175.33 | $407.17 |
| **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 [ ] Yes [ ] No | - | - |
| Name/age: Paid [ ] Yes [ ] No | - | - |
| Name/age: Paid [ ] Yes [ ] 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 |
| 9/17/14 Seattle, WA | 8/21/14 Tacoma, WA |
| Date City | Date City |
| Judicial/Reviewing Officer | Date |

**Worksheet certified by the State of Washington Administrative Office of the Courts.**
**Photocopying of the worksheet is permitted.**

Superior Court of Washington
County of King

In re
Jennifer Yong Luna
and
Neal Harold Luna

No. 13-3-11015-0 SEA

ORDER ON FAMILY LAW MOTION

RE: ORDER ON RESPONDENT'S MOTION FOR CLARIFICATION AND ENFORCEMENT

[ ] Clerk's Action Required

THE ABOVE-ENTITLED COURT, HAVING HEARD A MOTION for enforcement and clarification of the Parenting Plan and Order of Child Support as they relate to extracurricular activities,

IT IS HEREBY ORDERED

(1) ☒ Joint decision-making is required for extracurricular activities, including Cub Scouts; joint decision-making regard activities is not limited by the words "Major Decisions."

(2) Whether a child will participate in an extracurricular activity, including Cub Scouts, is subject to dispute resolution.

Date: _____

FAMILY COURT COMMISSIONER

Presented By:

Copy Received:

Attorney For Petitioner

Attorney For Respondent

BCF

(3) The mother's failure to participate in dispute resolution is excused in this instance because of the confusion related to the last sentence of Judge Spearman's 9/3/14 letter ruling so fees are not awarded on that basis.

(4) The mother did agree to the child's participation in scouting for the 2014 - 2015. She did not recant her agreement. The statement that she is not willing to pay the expense is not permitted by the intent of Judge Spearman's letter, the Order of Child Support or the parenting plan.

(5) Luke shall participate in Cub Scouting for the 2014 - 2015 school year. Both parents shall facilitate his participation evidence mother agreed.

(6) The parents shall pay their proportionate shares of Cub Scout expenses. The mother shall reimburse the father what is currently owing within 10 days.

(7) Jennifer Yong Luna shall pay the father or Skellenger Bender $1,000 (one thousand dollars) in reasonable attorneys' fees within 10 days of this order

Dated: 1/30/2015

Judge/Commissioner

BONNIE CANADA-THURSTON

Presented by: Janet M. Helson

Signature of Party or Lawyer/WSBA No. 21378

Signature of Party or Lawyer/WSBA No.

Janet M. Helson

Print or Type Name

Print or Type Name

p. 2 of 2

**SUPERIOR COURT OF THE STATE OF WASHINGTON**
**COUNTY OF KING**

| | |
|---|---|
| Jennifer Yong Luna, Petitioner, and Neal Harold Luna, Respondent. | Case No. 13-3-11015-0<br>**ORDER ON FAMILY LAW MOTION**<br>**RE:** Granting Petitioner's Motion for Revision<br>{ } **Clerk's Action Required** |

**The above-entitled Court, having heard a motion** brought by Petitioner to revise Commissioner Canada-Thurston's Order on Respondent's Motion for Clarification and Enforcement, and the Court having reviewed Petitioner's Motion, Respondent's Response and Petitioner's Strict Reply, and having reviewed the records/pleadings before the Commission and the recording of the hearing

**IT IS HEREBY ORDERED that** Petitioner's Motion to Revise is Granted and the Commissioner's Order dated January 30, 2015 is hereby vacated in all respects.

**DATED:** March 20, 2015

Richard D Eadie
**RICHARD D. EADIE, JUDGE**

**Attorney for Petitioner**
**WSBA #** 16246

**Attorney for Respondent**
**WSBA #** 22338

## RCW 26.09.184

## Permanent parenting plan.

(1) OBJECTIVES. The objectives of the permanent parenting plan are to:

(a) Provide for the child's physical care;

(b) Maintain the child's emotional stability;

(c) Provide for the child's changing needs as the child grows and matures, in a way that minimizes the need for future modifications to the permanent parenting plan;

(d) Set forth the authority and responsibilities of each parent with respect to the child, consistent with the criteria in RCW 26.09.187 and 26.09.191;

(e) Minimize the child's exposure to harmful parental conflict;

(f) Encourage the parents, where appropriate under RCW 26.09.187 and 26.09.191, to meet their responsibilities to their minor children through agreements in the permanent parenting plan, rather than by relying on judicial intervention; and

(g) To otherwise protect the best interests of the child consistent with RCW 26.09.002.

(2) CONTENTS OF THE PERMANENT PARENTING PLAN. The permanent parenting plan shall contain provisions for resolution of future disputes between the parents, allocation of decision-making authority, and residential provisions for the child.

(3) CONSIDERATION IN ESTABLISHING THE PERMANENT PARENTING PLAN. In establishing a permanent parenting plan, the court may consider the cultural heritage and religious beliefs of a child.

(4) DISPUTE RESOLUTION. A process for resolving disputes, other than court action, shall be provided unless precluded or limited by RCW 26.09.187 or 26.09.191. A dispute resolution process may include counseling, mediation, or arbitration by a specified individual or agency, or court action. In the dispute resolution process:

(a) Preference shall be given to carrying out the parenting plan;

(b) The parents shall use the designated process to resolve disputes relating to implementation of the plan, except those related to financial support, unless an emergency exists;

(c) A written record shall be prepared of any agreement reached in counseling or mediation and of each arbitration award and shall be provided to each party;

(d) If the court finds that a parent has used or frustrated the dispute resolution process without good reason, the court shall award attorneys' fees and financial sanctions to the prevailing parent;

(e) The parties have the right of review from the dispute resolution process to the superior court; and

(f) The provisions of (a) through (e) of this subsection shall be set forth in the decree.

(5) ALLOCATION OF DECISION-MAKING AUTHORITY.

(a) The plan shall allocate decision-making authority to one or both parties regarding the children's education, health care, and religious upbringing. The parties may incorporate an agreement related to the care and growth of the child in these specified areas, or in other areas, into their plan, consistent with the criteria in RCW 26.09.187 and 26.09.191. Regardless of the allocation of decision-making in the parenting plan, either parent may make emergency decisions affecting the health or safety of the child.

(b) Each parent may make decisions regarding the day-to-day care and control of the child while the child is residing with that parent.

(c) When mutual decision making is designated but cannot be achieved, the parties shall make a good-faith effort to resolve the issue through the dispute resolution process.

(6) RESIDENTIAL PROVISIONS FOR THE CHILD. The plan shall include a residential schedule which designates in which parent's home each minor child shall reside on given days of the year, including provision for holidays, birthdays of family members, vacations, and other special occasions, consistent with the criteria in RCW 26.09.187 and 26.09.191.

(7) PARENTS' OBLIGATION UNAFFECTED. If a parent fails to comply with a provision of a parenting plan or a child support order, the other parent's obligations under the parenting plan or the child support order are not affected. Failure to comply with a provision in a parenting plan or a child support order may result in a finding of contempt of court, under RCW 26.09.160.

(8) PROVISIONS TO BE SET FORTH IN PERMANENT PARENTING PLAN. The permanent parenting plan shall set forth the provisions of subsections (4)(a) through (c), (5)(b) and (c), and (7) of this section.

[2007 c 496 § 601; 1991 c 367 § 7; 1989 c 375 § 9; 1987 c 460 § 8.]

## RCW 26.18.160
## Costs.

In any action to enforce a support or maintenance order under this chapter, the prevailing party is entitled to a recovery of costs, including an award for reasonable attorney fees. An obligor may not be considered a prevailing party under this section unless the obligee has acted in bad faith in connection with the proceeding in question.

[1993 c 426 § 13; 1984 c 260 § 25.]