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REPLY BRIEF
OF RESPONDENT -

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A. No Assignments of Error

1. The court did not err when it determined it had the right to review the dispute resolution process as set forth the parties' final parenting plan.
2. The court did not err when it relied upon the statements of the parties regarding the mediation and arbitration process;
3. The court did not err when it found that the mother did not freely and voluntarily enter into the arbitration process;
4. The court did not err when it found that the arbitrator engaged in irregularities including imposing himself as the arbitrator when he was chosen and initiated the process as a mediator; did not sign his own documents but delegated the signatures to a secretary; did not keep a record of the proceedings and did not finalize the process with the parties;
5. The court did not err when it vacated the arbitration order which had been improperly and not timely signed and placed

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the parties back in the same positions they were in prior to arbitration.

B. Statement of the Case

Per the final parenting plan entered August 27, 2010, paragraph V, p.6, line 16-25, the parties agreed to submit disputes regarding their parenting plan to mediation. (Appendix Ex. 1). Paragraph V.(e) specifically stated that” The parties have the right of review from the dispute resolution process to the superior court.” (Appendix Ex. 1, p.7, line 3). The Superior Court after hearing evidence and argument from the parties, determined that the arbitration process was flawed and saw fit to set aside the actions taken by the parties and the arbitrator. (CP 121-124). The court specifically found that the arbitration order did not contain a parenting plan. (CP122 line16). The arbitration order was not signed in May of 2015, though that is when it was dated. (CP 122 line 17). The trial court found that the order signed, whenever it was signed, was a temporary order and not a final order. (CP 122

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line 20). The trial court found that the decision which was dated but not signed in May of 2015 was not a final decision by the arbitrator. (CP 122 line 21). That after the session in May of 2015, the parties had several more sessions with the arbitrator to determine what the final parenting plan would be. (CP 122 line 22). The trial court found that the dispute resolution process was fraught with irregularities including that Judge Poyfair (ret.) himself, converted the mediation process to arbitration; loose ends regarding the process were not completed including a decision on a final parenting plan; that the arbitrator should have made a list in May of 2015 of what would be required for the parties to complete the dispute resolution process; that Loretta Steele, the secretary to Judge Poyfair (ret.) had no authority to sign his name to any orders; that when the May 2015 order was presented sometime in 2016, it was not signed *nun pro tunc* and was not properly dated; there was no official record of what transpired in the sessions which followed the May 2015 session; the final parenting plan authorized the review by the superior court of the alternative

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dispute resolution process; and the court found good cause to review the ADR process which was utilized by the parties in the case. (CP 123 lines1-11).

C. Summary of Argument

1. Standard of Review

The standard of review is abuse of discretion on the part of the trial court.

2. The trial court did not abuse its discretion when it reviewed the alternative dispute resolution process as provided for in paragraph V(e) of the final parenting plan.

3. The trial court did not abuse its discretion when it found that the cumulative errors and irregularities of the arbitrator including the process not being completed, gave good cause to set aside the dispute resolution proceedings and place the parties in the same position they were in prior to the process being engaged.

4. The Respondent is of limited financial means and the appeal is frivolous. Under the statute which provides for fees,

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the law of equity and RAP 18.9 she should be awarded her fees and costs.

D. Argument

1. Standard of Review

Appellate courts apply the substantial evidence standard of review to findings made by the trial judge. *Marriage of Rockwell*, 141 Wn. App.235, 242, 170 P. 3rd 572 (2007). Substantial evidence exists if the record contains evidence of a sufficient quantity to persuade a fair-minded, rational person of the truth of the declared premise. *In re Marriage of Griswold*, 112 Wn. App, 333, 339, 48 P. 3rd 1018 (2002).

A trial judge has broad discretion and the court's decision will be reversed only if there is a manifest abuse of discretion. *In re Marriage of Kraft*, 119 Wn. 2d 438, 450, 832 P.2d 871 (1992). A trial court abuses its discretion if its decision is manifestly unreasonable or based on untenable grounds or untenable reasons. *In re Marriage of Muhammad*, 153 Wn. 2d 795, 803, 108 P.3rd 779

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(2005). More specifically, "the court's decision is manifestly unreasonable if it is outside the range of acceptable choices, given the facts and the applicable legal standard; it is based on untenable grounds if the factual findings are unsupported by the record; it is based on untenable reasons if it is based on an incorrect standard or the facts do not meet the requirements of the correct standard." *In re Marriage of Littlefield*, 133 Wn. 2d 39, 47,940 P.2d 136 (1997).

2. The Court Did Not Abuse Its Discretion When It Reviewed the Dispute Resolution Process as Provided for in the Final Parenting Plan.

Paragraph V(e) of the final parenting plan states: *The parties have the right of review from the dispute resolution process to the superior court.*” (Appendix Ex. 1, p.7, line 3). The parties specifically bestowed the power to the Superior Court to retain final decision making over the terms of the couple’s parenting plan and independent review of the dispute resolution process. The mother exercised this provision when the mediation turned

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arbitration process disintegrated mid process. (CP 119). The mother also challenged the arbitrator's decision to convert the mediation session to arbitration. She declared to the trial court that she felt intimidated by the presence of father's attorney at the mediation session. (CP 119). She stated that the mediator never told her about her rights, she never spoke with her attorney and did not understand what was happening. (CP 119-120). Mother claimed that she was under duress at the time that she was told that the mediation process was being converted (at the behest of the mediator) to arbitration. (CP 120). When there had been no action taken to finalize the process, she returned to the trial court for relief. (CP 119). Arbitrators lack the authority to enter final parenting plans without those plans being reviewed de novo by the trial court. *In Re Parentage of Smith-Bartlett*, 95 Wn. App. 633, 976 P.2d. 173 (1999). However in this case, the arbitration process was never completed. (CP119). No order of adequate cause was signed, and no parenting plan was ever approved by the arbitrator, or entered with the court. The arbitrator quit the case before

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anything could be finalized. (CP 119). When counsel for the father attempted to get a back dated order signed, the arbitrator's secretary indicated in January of 2016 that the arbitrator had not signed the May 2015 order. (CP88, 91-93). The matter was ripe for review by the Superior Court as allowed by the provisions of the final parenting plan.

3. The Court Did Not Abuse Its Discretion in Vacating the Arbitration Award.

Pursuant to RCW 7.04A.230, the mother moved to vacate the order signed by the arbitrator sometime in 2016, but dated May 11, 2015. She alleged that pursuant to RCW 7.04A.230 (1)(a) the award was procured by corruption, fraud, or other undue means; (1)(d), the arbitrator exceeded the arbitrator's powers; and (1)(f) that the arbitration was conducted without proper notice of the initiation of an arbitration as required in RCW 7.04A.090, so as to prejudice substantially the rights of a party to the arbitration proceeding. (CP 88-90). Upon review, the trial court made specific findings as to the irregularities of the mediation turned

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arbitration session. (CP 121-124). The findings of the trial court were based on the pleadings and affidavits of the parties, as well as briefing of the issues by their counsel. The trial court did not abuse its discretion because it based its decision on reasonable grounds as set forth in the detailed findings. (CP 121-124). *In re Marriage of Muhammad*, 153 Wn. 2d 795, 803, 108 P.3d 779 (2005). The Superior Court after hearing evidence and argument from the parties, determined that the arbitration process was flawed and saw fit to set aside the actions taken by the arbitrator. (CP 121-124). The court specifically found that the arbitration order did not contain a parenting plan. (CP122 line16). The arbitration order was not signed in May of 2015, though that is when it was dated. (CP 122 line 17). The trial court found that the order signed, whenever it was signed, was a temporary order and not a final order. (CP 122 line 20). The trial court found that the decision which was dated but not signed in May of 2015 was not a final decision by the arbitrator. (CP 122 line 21). That after the session in May of 2015, the parties had several more sessions with the

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arbitrator to determine what the final parenting plan would be. (CP 122 line 22). The trial court found that the dispute resolution process was fraught with irregularities including that Judge Poyfair (ret.) initially engaged as a mediator, converted the mediation process to arbitration; loose ends regarding the process were not completed including a decision on a final parenting plan; that the arbitrator should have made a list in May of 2015 of what would be required for the parties to complete the dispute resolution process; that Loretta Steele, the secretary to Judge Poyfair (ret.) had no authority to sign his name to any orders; that when the May 2015 order was presented sometime in 2016, it was not signed nun pro tunc and was not properly dated; there was no official record of what transpired in the sessions which followed the May 2015 session; that the final parenting plan authorized the review by the superior court of the alternative dispute resolution process; and the court found good cause to review the ADR process which was utilized by the parties in the case. (CP 123 lines1-11). The most concerning aspect of the dispute resolution process was of

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course the mediator's self serving conversion of the mediation to arbitration. Some courts have held that a mediator, who may become privy to party confidences in guiding disputants to a mediated resolution, cannot thereafter retain the appearance of a neutral factfinder necessary to conduct a binding arbitration proceeding. Minkowitz v. Israeli 77 A.3d 1189 (2013). In this case, the trial court found Respondent mother's affidavit that she was intimidated into accepting the mediator as the arbitrator credible. The trial court did not however make a ruling to vacate the arbitrator's order on any one particular issue, but the cumulative irregularities of the process as set out in the trial court's findings and order. (CP 121-124).

4. The Respondent is of limited financial means and the appeal is frivolous. Under statutory provisions, the law of equity and RAP 18.9 she should be awarded her fees and costs.

In general, attorney fees are available on review on the same grounds on which they are available in the trial court. The general

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rule is that each party bears its own attorney fees. Seattle School Dist. No. I v. State, 90 Wn.2d 476 585 P.2d 71 (1978). Reasonable attorney fees may be claimed, however, where provided for by contract, statute, or recognized ground in equity. Western Stud Welding, Inc. v. Omark Indus., Inc., 43 Wn. App. 293,716 P.2d 959 (1986). See Talmadge, The Award of Attorney Fees in Civil Litigation in Washington, 16 GONZ. L. REV. 57 (1980). Attorney fees may also be available as a sanction against a party pursuing a frivolous appeal or abusing the court rules and procedures. RAP 18.9 CR 11; Rich v. Starczewski, 29 Wn. App. 244, 628 P.2d 831, rev. denied, 96 Wn.2d 1002 (1981); Bryant v. Joseph Tree, 119 Wn.2d 210, 829 P.2d 1099 (1992). Fees are also available to the mother in her parentage action under RCW 26.26.140. and therefore within this court's discretion in awarding them.

E. **Conclusion and Request for Fees and Costs**

The parties specifically outlined the trial court's authority to review the alternative dispute resolution process in their final

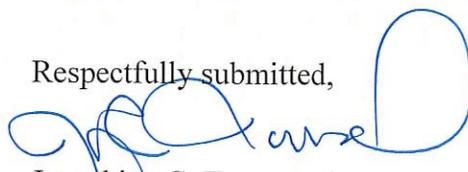
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parenting plan. (Appendix, Ex. 1, para V(e).) The trial court properly exercised its powers and reviewed the process. The trial court properly concluded that the dispute resolution process engaged in by the parties was fraught with irregularities, and was never completed. It properly vacated the temporary order signed sometime in 2016 but dated May 11, 2015 by the arbitrator. There was no abuse of discretion by the trial court and its decision was well founded. Mother is of limited financial means and should be awarded costs and fees for having to respond to this appeal pursuant to RAP 18.1 and the financial statement which accompanies her reply brief. (Appendix, Ex 2).

January 29, 2017

Respectfully submitted,



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APPENDIX

Ex. 1 – Parenting plan dated August 27, 2010

Ex. 2. Financial Declaration of Respondent

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FILED
AUG 27 2010
10:46 AM
Sherry W. Parker, Clerk, Clark Co.

**Superior Court of Washington
County of CLARK**

In re the Parenting and Support of:

BALIAN ANDREWS,

Child,

No. 10-3-00097-3

ANGELA TRAGER,

Petitioners,

PARENTING PLAN

and

FINAL

JAMES ANDREWS,

Respondent.

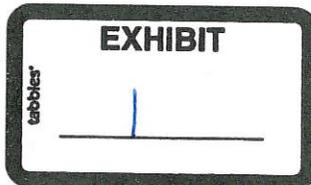
This parenting plan is the final parenting plan signed by the court pursuant to a judgment and order establishing Residential Schedule/Parenting Plan/Child Support signed by the court on this date.

It is Ordered, Adjudged and Decreed:

I. General Information

This parenting plan applies to the following children:

<u>Name</u>	<u>Age</u>
Balian Andrews	1 year old



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1 **II. Bases for Restrictions**

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

3 Does not apply.

4 **2.2 Other Factors (RCW 26.09.191(3))**

5 Does not apply.

6 **III. Residential Schedule**

7 **3.1 Schedule for Children Under School age.**

8 See paragraph 3.13.

9 **3.2 School Schedule**

10 See paragraph 3.13.

11 **3.3 Schedule for Winter Vacation**

12 See paragraph 3.13.

13 **3.4 Schedule for Other School Breaks**

14 See paragraph 3.13.

15 **3.5 Summer Schedule**

16 See paragraph 3.13.

17 **3.6 Vacation With Parents**

18 See paragraph 3.13.

19 **3.7 Schedule for Holidays**

20 See paragraph 3.13

21 //

22 //

23 //

1 **3.8 Schedule for Special Occasions**

2 The residential schedule for the child(ren) for the following special occasions (for example,
3 birthdays) is as follows:

	With Mother (Specify Year <u>Odd/Even/Every</u>)	With Father (Specify Year <u>Odd/Even/Every</u>)
Mother's Day	Every (10 AM to 6 PM)	
Father's Day		Every (10 AM to 6 PM)

6 **3.9 Priorities Under the Residential Schedule**

7 See Paragraph 3.13.

8 **3.10 Restrictions**

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

10 **3.11 Transportation Arrangements**

11 Transportation arrangements for the child(ren) between parents shall be as follows:

12 The receiving parent shall provide transportation.

13 **3.12 Designation of Custodian**

14 The children named in this parenting plan are scheduled to reside the majority of the time with the
15 father. This parent is designated the custodian of the child solely for purposes of all other state and
16 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.

17 **3.13 Other**

18 **3.13.a:** This parenting plan's goal is to eventually provide each parent an equal amount of time with
19 the child. The Petitioner/Mother recognizes that she is not yet ready for equal time. The
Respondent/Father recognizes the great strides she has made and wants her to have equal parenting
20 time with the child when she is ready. By entering into this parenting plan, each parent is:

- 21 emphasizing their commitment to putting their child first;
- emphasizing their commitment to reaching an equal time parenting plan;
- 22 while also recognizing that the mother has additional steps that she must take, and that these
steps cannot be concretely defined;
- 23 and further recognizing that equal time does not necessarily mean equal scheduling.

24 **3.13.b:** The child shall reside with the Respondent/Father until such time as the Petitioner/Mother
and Respondent/Father agree through the mediation process outlined in paragraph 3.13.c that the
25 Petitioner/Mother is in a position to accept greater residential time. For the first four months
after entry of this parenting plan, the child shall reside with the Petitioner/Mother every other
weekend from Saturday at 10 AM until Sunday at 6 PM and every Tuesday and Thursday from 4

1 PM until 6:30 PM.

2 **3.13.c:** This parenting plan shall be subject to modification as agreed by the Petitioner/Mother and
3 the Respondent/Father through mediation. Every four months, starting four months from the date of
4 entry of this parenting plan, the parties agree to mediate any disputes they might have. The
5 suggested mediator shall be Centerpoint Solutions, subject to agreement by both parties. The
6 mediation shall be for the purposes of resolving any disputes that might arise between the parties, to
7 increase the amount of time that the child shall have with the Petitioner/Mother and to help both
8 parties reach the stated goal of equal parenting time. The cost of mediation shall be divided between
9 the parties on a pro rata basis or as determined in the dispute resolution process. If the parties fail to
10 reach a mediated agreement they shall have the option of petitioning the court for review in
11 accordance with paragraph V.e of this parenting plan.

12 The mediations shall be within five working days of March 27, July 27 and November 27 each year
13 until the child reaches the age of 18.

14 **3.13.d.:** For 2010, the Petitioner/Mother shall have the child on Thanksgiving Day, from 10 AM
15 until 6 PM.

16 **3.13.e:** The Petitioner/Mother shall have visitation on the child's birthday in 2010.

17 **3.13.f:** The Petitioner/Mother shall have a hair-follicle test at the Respondent/Father's expense within
18 two days of February 12, 2011 and within two days of July 12, 2011. If the Petitioner/Mother is
19 positive for any non-prescription controlled substance, she shall repay the Respondent/Father for the
20 expense of the examination.

21 **3.13.g:** The Petitioner/Mother shall not have authority to remove the child from daycare until such
22 authority is reached through the mediation process outlined in paragraph 3.13.c.

23 **3.13.h:** Until agreed upon by both parties through the mediation process outlined in paragraph 3.13.c,
24 the Petitioner/Mother shall not allow her child to be with Jaime Padilla without supervision of the
25 Petitioner/Mother. The child shall not be left alone with Jaime Padilla until agreed upon by both
parties through the mediation process outlined in paragraph 3.13.c.

3.13.i: Each party shall be the other party's first choice for childcare if an unexpected need for
childcare arises and the receiving party is available.

3.13.j: The Respondent/Father agrees to waive all rights to all past child support. This does not apply
to Doctor Poppleton's evaluation costs.

3.13.k: The Respondent/Father agrees to provide financial assistance to the Petitioner/Mother no
earlier than February, 2011 when she is ready to move out of her current residence and have a place
of her own. This assistance is limited to: providing a loan for any refundable deposit, which loan
shall be repaid to the Respondent/Father upon completion of the tenancy; and payment of the first
month's rent, which shall not be a loan and need not be re-paid.

1 **3.13.l:** The persons designated to transfer the child for visitation purposes shall be Jessica XXX, Beth
2 Andrews or someone else at the Respondent/Father's discretion provided that the Petitioner/Mother
3 is informed in advance of the person conducting the transfer.

4 **3.14.m:** The Petitioner/Mother shall transfer the insurance for her vehicle to her own name as soon
5 as possible or through the mediation process.

6 **3.14.n:** Should either party have the ability to have medical insurance for the child they will maintain
7 such insurance and advise the State accordingly. Any disputes over insurance between the parties
8 shall be subject to the mediation process.

9 **3.14 Summary of RCW 26.09.430 - 480, Regarding Relocation of a Child**

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

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

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

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

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

24 If information is protected under a court order or the address confidentiality program, it may be
25 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.

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

4 **IV. Decision Making**

5 **4.1 Day to Day Decisions**

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

9 **4.2 Major Decisions**

10 Major decisions regarding each child shall be made as follows:

11 Education decisions	joint
12 Non-emergency health care	joint
13 Religious upbringing	joint

14 **4.3 Restrictions in Decision Making**

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

16 **V. Dispute Resolution**

17 Disputes between the parties, other than child support disputes, shall be submitted to (list person or
18 agency):

19 mediation by Centerpoint Solutions or some other mediator as agreed by both parties, if this box is
20 checked and issues of domestic violence or child abuse are present, then the court finds that the
21 victim requested mediation, that mediation is appropriate and that the victim is permitted to have a
22 supporting person present during the mediation proceedings, or

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

24 Pro rata or as determined in the dispute resolution process.

25 The dispute resolution process shall be every four months from the date of this parenting plan as
further outlined in paragraph 3.13.c:

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.

- 1 (c) A written record shall be prepared of any agreement reached in counseling or mediation and
2 of each arbitration award and shall be provided to each party.
3 (d) If the court finds that a parent has used or frustrated the dispute resolution process without
4 good reason, the court shall award attorney's fees and financial sanctions to the other parent.
5 (e) The parties have the right of review from the dispute resolution process to the superior court.

VI. Other Provisions

6 There are no other provisions.

VII. Declaration for Proposed Parenting Plan

8 Does not apply.

VIII. Order by the Court

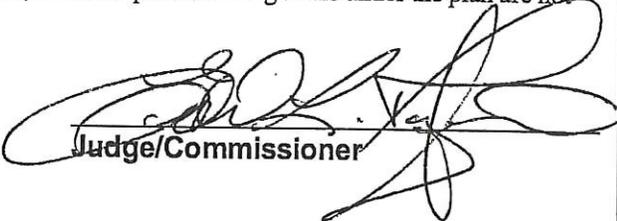
10 It is ordered, adjudged and decreed that the parenting plan set forth above is adopted and approved as an
11 order of this court.

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

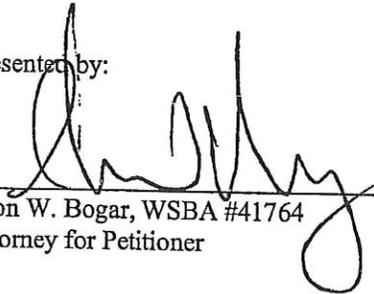
15 When mutual decision making is designated but cannot be achieved, the parties shall make a good faith effort
16 to resolve the issue through the dispute resolution process.

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

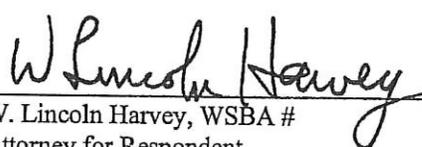
19 Dated: 8-27-10

20 
21 Judge/Commissioner

22 Presented by:

23 
24 Shon W. Bogar, WSBA #41764
25 Attorney for Petitioner

Approved for entry:

26 
27 W. Lincoln Harvey, WSBA #
28 Attorney for Respondent

29 SEE ATTACHED
30 Angela Trager, Petitioner/Mother

31 
32 James Andrews, Respondent/Father

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19 affected.

20 Dated: _____

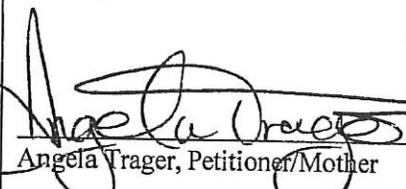
21 _____
22 **Judge/Commissioner**

23 Presented by: _____

24 Approved for entry: _____

25 _____
26 Shon W. Bogar, WSBA #41764
27 Attorney for Petitioner

28 _____
29 W. Lincoln Harvey, WSBA #
30 Attorney for Respondent

31 _____
32 
33 Angela Trager, Petitioner/Mother

34 _____
35 James Andrews, Respondent/Father

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Superior Court of Washington, County of CLARK

In re:
Petitioner,

ANGELA TRAGER

And Respondent

JAMES ANDREWS
Father

No. 10-3-00097-3

Financial Declaration of
Name: ANGELA TRAGER
(FNDCLR)

Financial Declaration

1. Your personal information

Name: ANGELA TRAGER

The highest year of education completed: Some college

Your job/profession is: Law Office Assistant

Are you working now?

Yes. List the date you were hired (month / year): 07/2014

No. List the last date you worked (month / year):

What was your monthly pay before taxes: -

Why are you not working now?:

2. Summary of your financial information

(Complete this section after filling out the rest of this form.)

1. Total Monthly Net Income (copy from section 3, line C. 3.)	\$1,380.39
2. Total Monthly Expenses After Separation (copy from section 7, line I.)	\$2,412.00
3. Total Monthly Payments for Other Debts (copy from section 9)	-
4. Total Monthly Expenses + Payments for Other Debts (add line 2 and line 3)	\$2,412.00

Gross Monthly Income of Other Party (copy from section 3. A.) -



3. Income

List monthly income and deductions below for you and the other person in your case. If your case involves child support, this same information is required on your Child Support Worksheets. If you do not know the other person's financial information, give an estimate.

Tip: If you do not get paid once a month, calculate your monthly income like this:

Monthly income = Weekly x 4.3 or 2-week x 2.15 or Twice a month x 2

A. Gross Monthly Income (before taxes, deductions, or retirement contributions)		
	ANGELA	JAMES
Imputed income	\$1,632.80	-
Monthly wage / salary	-	-
Income from Interest and dividend Income	-	-
Income from business	-	-
Spousal support / maintenance received (Paid by:)	-	-
Other Income	-	-
Total Gross Monthly Income (add all lines above)	\$1,632.80	-
Total gross income for this year before deductions (starting January 1 of this year until now)	-	-

B. Monthly Deductions		
	ANGELA	JAMES
Income taxes (federal and state)	\$127.50	-
FICA (Soc.Sec. + Medicare) or self-employment taxes	\$124.91	-
State Industrial Insurance (Workers' Comp.)	-	-
Mandatory union or professional dues	-	-
Mandatory pension plan payments	-	-
Voluntary retirement contributions (up to the limit in RCW 26.19.071(5)(g))	-	-
Spousal support / maintenance paid	-	-
Normal business expenses	-	-
Total Monthly Deductions (add all lines above)	\$252.41	-

C. Monthly Net Income		
	ANGELA	JAMES
1. Total Gross Monthly Income (from A above)	\$1,632.80	-
2. Total Monthly Deductions (from B above)	\$252.41	-
3. Net Monthly Income (Line 1 minus Line 2)	\$1,380.39	-

1 **4. Other Income and Household Income**

2 **Tip:** If this income is not once a month, calculate the *monthly* amount like this:
3 Monthly income = Weekly x 4.3 or 2-week x 2.15 or Twice a month x 2

4 **A. Other Income** (Do not repeat income you already listed on page 2.)

	ANGELA	JAMES
Child support received from other relationships	-	-
Other Income From: ()	-	-
Other Income From: ()	-	-
Total Other Income (add all lines above)	-	-

9 **B. Household Income** (Monthly income of other adults living in the home)

	ANGELA's Home	JAMES's Home
Other adult's gross income Name: ()	-	-
Other adult's gross income Name: ()	-	-
Total Household Income of other adults in the home (add all lines above)	-	-

15 **5. Disputed Income** - If you disagree with the other party's statements about anyone's
16 income, explain why the other party's statements are not correct, and your statements are
17 correct:

18 **6. Available Assets**

List your liquid assets, like cash, stocks, bonds, that can be easily cashed.	
Cash on hand and money in all checking & savings accounts	\$20.00
Stocks, bonds, CDs and other liquid financial accounts	-
Cash value of life insurance	-
Other liquid assets	-
Total Available Assets (add all lines above)	\$20.00

7. Monthly Expenses After Separation

Tell the court what your monthly expenses are (or will be) after separation. If you have dependent children, your expenses must be based on the parenting plan or schedule you expect to have for the children.

A. Housing Expenses		F. Transportation Expenses	
Rent / Mortgage Payment	\$1,050.00	Automobile payment (<i>loan or lease</i>)	-
Property Tax (if not in monthly payment)	-	Auto insurance, license, registration	\$92.00
Homeowner's or Rental Insurance	-	Gas and auto maintenance	\$200.00
Other mortgage, contract, or debt payments based on equity in your home	-	Parking, tolls, public transportation	-
Homeowner's Association dues or fees	-	Other transportation expenses	-
Total Housing Expenses	\$1,050.00	Total Transportation Expenses	\$292.00

B. Utilities Expenses		G. Personal Expenses (not children's)	
Electricity and heating (gas and oil)	\$75.00	Clothes	-
Water, sewer, garbage	\$120.00	Hair care, personal care	\$25.00
Telephone(s)	\$50.00	Recreation, clubs, gifts	-
Cable, Internet	\$130.00	Education, books, magazines	-
Other (<i>specify</i>):	-	Other Personal Expenses	-
Total Utilities Expenses	\$375.00	Total Personal Expenses	\$25.00

C. Food and Household Expenses		H. Other Expenses	
Groceries for (# of people) 3:	\$400.00	Life insurance (not deducted from pay)	-
Household supplies (cleaning, paper, pets)	\$90.00	Other (<i>specify</i>):	-
Eating out	-	Other (<i>specify</i>):	-
Other (<i>specify</i>):	-	Other (<i>specify</i>):	-
Total Food and Household Expenses	\$490.00	Total Personal Expenses	-

D. Children's Expenses		List all Total Expenses from above:	
Childcare, babysitting	-	A. Total Housing Expenses	\$1,050.00
Clothes, diapers	\$30.00	B. Total Utilities Expenses	\$375.00
Tuition, after-school programs, lessons	-	C. Total Food and Household Expenses	\$490.00
Other expenses for children	\$150.00	D. Total Children's Expenses	\$180.00
Total Children's Expenses	\$180.00	E. Total Health Care Expenses	-
		F. Total Transportation Expenses	\$292.00
		G. Total Personal Expenses	\$25.00
		H. Total Other Expenses	-
		I. All Total Expenses (add A - H above)	\$2,412.00
		<i>Use section 11 below to explain any unusual expenses, or attach additional pages.</i>	

8. Debts included in Monthly Expenses listed in section 7 above

Debt for what expense (mortgage, car loan, etc.)	Who do you owe (Name of creditor)	Amount you owe this creditor now	Last Monthly Payment made
		-	
		-	
		-	
		-	

9. Monthly payments for other debts (not included in expenses listed in section 7)

Describe Debt (credit card, loan, etc.)	Who do you owe (Name of creditor)	Amount you owe this creditor now	Last Monthly Payment (Date and Amount)	
Student Loan	Clark College	\$35,984.00	abayence	-
DISFIN SVCS	Credit Card Debt	\$141.00	July	-
Wells Fargo Student	Student Loan	\$647.42	July	-
Capitol One	Credit Card	\$231.40	July	-
DISFIN SVS	Credit Card	\$275.00	July	-
DISFIN SVS	Credit Card	\$717.00	July	-
Total Monthly Payments for Debts				-

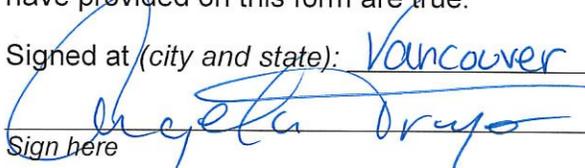
10. Explanation of expenses or debts (if any needed):

11. Lawyer Fees

List your total lawyer fees and costs for this case as of today.

Amount paid	\$3,500.00	Source of the money you used to pay these fees and costs: Owed
Amount still owed	\$3,550.00	Describe your agreement with your lawyer to pay your fees and costs:
Total Fees/Costs	\$7,050.00	Asking for him to pay.

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

Signed at (city and state): Vancouver, WA Date: 1/30/17
 Angela Trager
 Sign here Print name

Financial Records – You must provide financial records as required by statute and state and local court rules. These records may include:

RCW 26.18.220(1)
 Mandatory Form (05/2016)
 FL All Family 131

Financial Declaration

p. 5 of 6

Josephine C. Townsend
 Attorney At Law WSBA 31965
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 Vancouver WA 98660
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 360-694-7601
 jctownsend@aol.com

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- Personal Income Tax Returns
- Partnership or Corporate Income Tax Returns
- Pay stubs
- Other financial records

Important! Do not attach financial records to this form. Financial records should be served on the other party and filed with the court separately using the *Sealed Financial Source Documents* cover sheet (FL All Family 011). If filed separately using the cover sheet, the records will be sealed to protect your privacy (although they will be available to all parties and lawyers in this case, court personnel and certain state agencies and boards.) See GR 22(c)(2).

CERTIFICATE OF SERVICE

2017 FEB -1 AM 11:31

STATE OF WASHINGTON

BY _____
DEPUTY

I hereby certify, that on this date, I served the attached Pleading via
U.S. (Mail /e-mail/ courier upon

Lincoln Harvey
PO Box 323332
2105 W. 13th St
Vancouver WA 98682

Dated this 1/30/17

Josephine C. Townsend
Attorney at law
211 E. 11th Street Suite 104
Vancouver WA 98660