FILED
COURT OF APPEALS
DIVISION II

2017 APR -5 PM 2:53

STATE OF WASHINGTON

BY _____
DEPUTY

Rule 10.3(a)

No. 49663-1-II

COURT OF APPEALS, DIVISION II
OF THE STATE OF WASHINGTON

ANDREW J HELLMAN, Appellant
v.
MIRANDA R HELLMAN, Respondent

BRIEF OF APPELLANT

MARGARET BROST
Attorney for the Appellant

Brost Law, PC
1800 Cooper Point Road SW #18
Olympia, WA 98502
360.357.0285
WSBA No. 20188

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BROST LAW, PC
1800 COOPER POINT ROAD SW #18
OLYMPIA, WASHINGTON 98502
EMAIL@BROSTLAW.COM

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BROST LAW, PC
1800 COOPER POINT ROAD SW #18
OLYMPIA, WASHINGTON 98502
EMAIL@BROSTLAW.COM

A. ASSIGNMENTS OF ERROR

Assignments of Error

1. The trial court erred by entering final orders in the absence of an agreement by the parties.
2. The trial court did not hold a hearing regarding disputed evidentiary issues.
3. The judicial officer coerced Mr. Hellman into accepting a settlement agreement, then conducted no subsequent hearings regarding disputed evidence.

Issues Pertaining to Assignments of Error

1. The trial court erred when it found that the parties had reached an agreement. (Assignment of Error 1.)
2. The trial court abused its discretion by failing to hold a hearing on disputed evidence. (Assignment of Error 2.)
3. The judicial officer violated the Code of Judicial Conduct when he attempted to coerce Mr. Hellman into an agreement, then entered final documents over his objections. (Assignment of Error 3.)

B. STATEMENT OF THE CASE

1. Factual History

Andrew and Miranda Hellman had been married for nearly 4 years when Andrew filed for a legal separation. CP 6. They had a 3 year-old daughter, Kindall. CP 5. The jointly owned family home allegedly had equity in the approximate amount of $35,000. CP 22-23. In addition, the parties owned personal property including retirement accounts, various bank accounts, vehicles, and other

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1800 COOPER POINT ROAD SW
#18
OLYMPIA, WASHINGTON 98502
EMAIL@BROSTLAW.COM

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furniture and household items. CP 65-66. The community debt (credit cards and loans) was estimated at between $17,500 and $21,000. CP 46.

2. Procedural History

Andrew filed for a legal separation on March 29, 2016. CP 5. A separate domestic violence protection order was in effect against Andrew that protected Miranda and Kindall. CP 19-20.

On May 6, 2016, Miranda filed a response to Andrew's petition in which she "denied" that Andrew had filed for a legal separation. CP 97-98. Although she stated in her denial that she wanted a divorce, she did not make any requests for relief and did not file a counter-petition. CP 98; 105. On May 31, 2016, Andrew requested a Settlement Conference. CP 100-101. It was subsequently scheduled for August 24, 2016. CP 102.

Both parties attended the Settlement Conference at which the Honorable Christopher Wickham served as judicial officer. CP 14. At the conclusion, a partial and conditional agreement was hastily placed on the record. CP 14. Miranda was to provide additional documentation with respect to the community debt to justify an award of the family home and its equity to her. CP 29-30. In addition,

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#18
OLYMPIA, WASHINGTON 98502
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she was to provide her pay information so that a new child support order could be entered.[1] CP 26-27. The parties were instructed to each prepare a set of final documents including child support worksheets. CP 31-32. A presentation hearing was then scheduled for September 2, 2016. CP 14.

At that hearing it was clear that there was no meeting of the minds. CP 103. Melissa Denton, who was in attendance on another matter, began to assist Andrew, who was *pro se* and clearly out of his depth. Judge Wickham ordered a transcript of the purported "agreement" and continued the presentation hearing until September 30, 2016. *Id.*

At the September 30 presentation hearing, neither party was prepared with final documents. RP 9/30/2016, 4. In addition, Miranda had not provided evidence of the community debt as required by the conditional agreement. *Id.* at 3. Judge Wickham continued the hearing to October 14, 2016. *Id.* at 5. He again asked the parties to each draft final documents and provide income and debt information to each other. RP 10/14/2016, 6.

1 Child support had already been set by an administrative order.

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#18
OLYMPIA, WASHINGTON 98502
EMAIL@BROSTLAW.COM

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When the documents expected from Miranda were not timely provided, Attorney Denton filed a motion/memorandum asking the court to strike the presentation hearing and to set the case for trial. CP 36. She argued her motion/memorandum at the presentation hearing on October 14. RP 10/14/2016, 3-4.

Judge Wickham denied the motion, stating that there was a sufficient record for the court to enter final orders. *Id.* at 4. Denton, who had (just that morning) been provided with incomplete copies of Miranda's proposed final documents, objected.[2] *Id.* at 3. Judge Wickham refused to schedule another hearing. *Id.* at 5. Instead, he ordered Denton to submit a letter outlining any objections or unresolved issues. *Id.* She did so by way of a letter/memorandum filed on October 21, 2016. CP 41-42.3

The letter/memorandum submitted by Denton outlined a laundry list of issues related to the proposed orders. CP 42-50. Nevertheless, Judge Wickham signed the final documents proposed by Miranda with some additional terms on October 28, 2016 without further hearing. CP 60; 71; 88. They were entered two days later, on

---

2 Pages were missing, there were no findings of fact, and there were no child support worksheets.
3 A supplemental memorandum was filed on October 24, 2016.

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1800 COOPER POINT ROAD SW
#18
OLYMPIA, WASHINGTON 98502
EMAIL@BROSTLAW.COM

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October 31, 2016. *Id.* Neither party reviewed or signed them prior to their entry. *Id.* The changes made to those documents were mostly unrelated to any of the objections raised by the letter/memorandum.

C. SUMMARY OF ARGUMENT

There was no meeting of the minds on several material terms and the court erred when it found that the parties had reached a final agreement at the settlement conference. The court further erred when it abused its discretion by inserting terms into the final documents that were not implied, even if a partial and conditional agreement had been reached. Finally, the court violated its judicial duty to ensure Andrew's right to be heard when it denied his request to set the matter for trial and instead entered final orders over his objection.

D. ARGUMENT

The standard of review is *de novo.*

A decision regarding the enforcement of a settlement agreement is reviewed de novo. *Condon v. Condon*, 177 Wn.2d 150, 162, 298 P.3d 86 (2013); *Lavigne v. Green*, 106 Wn. App. 12, 16, 23 P.3d 515 (2001).

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#18
OLYMPIA, WASHINGTON 98502
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1. The trial court erred when it found that the parties had reached an agreement.

General principles of contract law are applied to settlement agreements. *Condon*, 177 Wn.2d at 162. Essential to the formation of a valid contract is the parties' objective manifestation of mutual assent. *P.E. Sys., LLC v. CPI Corp.*, 176 Wn.2d 198, 209, 289 P.3d 638 (2012). Without mutual assent of the parties to all material terms of an alleged agreement, there can be no valid contract. *Condon*, at 162. Courts may not imply obligations into contracts, absent legal necessity typically resulting from inadequate consideration. *Id.* at 163 (citing, *Oliver v. Flow Int'l Corp.*, 137 Wn. App. 655, 662, 155 P.3d 140 (2006) (citing as support *Wood v. Lucy, Lady Duff-Gordon*, 222 N.Y. 88, 118 N.E. 214 (1917)). In this case, the letter/memorandum filed by Andrew's attorney on October 21, 2016, prior to the entry of the final documents, could not be clearer: there was no final agreement. CP 41-50.

Findings of Fact and Final Order of Dissolution:

Significantly, no proposed findings were ever provided to either Andrew or his attorney. CP 47. It is not clear when those were provided to the court for entry, but Findings and Conclusions about

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#18
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EMAIL@BROSTLAW.COM

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a Marriage (without review or signature of the parties) were signed by the court on October 28, 2016. CP 60.

The Findings are not signed by either party. CP 60. There was no testimony or verification under penalty of perjury that the division of real or personal property is fair. Similarly, there was no testimony or verification that either the division of community or separate debt is fair.

In fact, the entry of a final order of dissolution, seems to have no legal basis. Andrew filed a petition for a legal separation, not a dissolution. CP 5. Although Miranda responded to Andrew's factual assertion that the petition was one for a legal separation by stating she wanted a divorce, she failed to mark any of the boxes related to a request for relief and certainly did not make a proper counterclaim. CP 97-98.

Many provisions in the findings, final order, and final parenting plan have no factual basis whatsoever. Others were inconsistent with what was referenced in the purported "agreement" on the record. The most egregious are listed below, but the examples provided should not be considered a complete list. For a

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#18
OLYMPIA, WASHINGTON 98502
EMAIL@BROSTLAW.COM

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complete list, the court should review the letter/memorandum. CP 41-50.

Property & Debts:

The most glaring fatal defect to even a partial agreement is the fact that any "agreement" with respect to the division of property was ***conditioned*** on Miranda providing proof of the community debt. CP 29-30. No such proof was ever provided. CP 46. There were three major terms that the parties did not agree to on the record, and for which no evidentiary hearing was ever held:

I. NET EQUITY OF THE FAMILY HOME:

There was no evidence in the record that the parties agreed to either its value or to the debt owing. Miranda was asked about how much she believed it was worth, and how much equity was in the house, but this was never agreed to.

II. COMMUNITY DEBT / OFFSET FOR HOME EQUITY:

There was no agreement that the "community debt has already been divided fairly between the spouses". CP 55. No evidence of debt was provided, and there was no basis to include the debts listed in the final order. Many of the debts discussed at the settlement conference did not appear in the final order, and there were two

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1800 COOPER POINT ROAD SW
#18
OLYMPIA, WASHINGTON 98502
EMAIL@BROSTLAW COM

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debts included in the final order that were never discussed at the settlement conference. Thus, there was not (and could not be) an agreement regarding any off-set of the debt against the value of the home.

III. QUIT CLAIM DEED:

There was no agreement that Andrew sign a quit claim deed by a date certain. This issue was not discussed at all at the settlement conference. The court erred when it included a provision that he sign the quit claim deed by November 15, 2016.

Parenting Plan:

There was no agreement with respect to most of the provisions in the final parenting plan. For example: there was no agreement with respect to the reasons for limitations. While it is possible that there could have been a "history" of domestic violence because a domestic violence protection order had been entered against Andrew, there was no evidence to support a finding of such. More importantly, there was no evidence whatsoever of child abuse.

Further, there was no agreement that Andrew complete DV treatment prior to him beginning parenting time, and no basis for adding such a provision. CP 78. There was also no agreement for

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the "gradual phase in of the schedule" which Judge Wickham added to the final parenting plan. CP 78; 90-91.

There was also no discussion (and no agreement) that Andrew would have no holiday or vacation time with his daughter. CP 80-84. Also missing is any kind of retention of jurisdiction to order a school age schedule in the event that mediation fails. CP 78-79.

It was error to include provisions in the final parenting plan for which there was no agreement. *Condon*, at 162.

Child Support:

Although paystubs and other information related to income are required to be provided at a settlement conference, neither party had done so. LSPR 94.03D(a)(4). At the conclusion of the settlement conference, the court correctly stated on the record that a child support order could not be entered until pay information was provided. CP 26-27.

At the behest of Judge Wickham, both parties agreed to provide information and worksheets to each other prior to the first presentation hearing. CP 27. However, neither party did so. CP 47-48. Nevertheless, and despite the finding that the court was *not*

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making a child support order, the court entered a tax exemption provision and reserved the issue of post-secondary support. CP 70.

The court had no basis upon which to award the tax exemption to Miranda each year and deny Andrew's right to claim the child in alternate years as is the norm. It also had no authority to reserve the issue of post-secondary support. It was error to include provisions for which there was no agreement. *Condon*, at 162.

2. The trial court abused its discretion by failing to hold a hearing regarding disputed evidentiary issues.

When there are genuine issue of material fact, a trial court should not enforce a settlement agreement without first holding an evidentiary hearing to resolve the disputed issues of fact. *Id.*, at 162. A court abuses its discretion if it enforces an agreement without first holding an evidentiary hearing to resolve the disputed issues of fact. *Brinkerhoff v. Campbell*, 99 Wn.App. 692, 696-97, 994 P.2d 911 (2000).

Here, the court was clearly on notice that there were significant and multiple areas of non-agreement, as detailed above. Andrew's attorney Melissa Denton repeatedly raised several issues and made objections to the final documents at the hearings on presentation (September 30th and October 14th, 2016). She also

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1800 COOPER POINT ROAD SW
#18
OLYMPIA, WASHINGTON 98502
EMAIL@BROSTLAW COM

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submitted memorandums in support of Andrew's objections. Judge Wickham abused his discretion when he entered final documents without an evidentiary hearing.

3. The conduct of the judicial officer violated the Code of Judicial Conduct.

The Rule 2.6(B) of the Washington Code of Judicial Conduct prohibits judicial officers from acting "in a manner that coerces any party into settlement." CJC 2.6. It also requires judicial officers to "accord to every person who has a legal interest in a proceeding, or that person's lawyer, the right to be heard according to law." *Id.*

Settlement Conferences are mandatory in Thurston County. LSPR 94.03D(a)(1). No case may be set for trial until or unless a settlement conference has been had (or waived in limited circumstances). *Id.* In Thurston County, once a judicial officer has participated in a settlement conference, he or she is precluded from hearing any issue or making rulings related to that case going forward. Most judicial officers make an explicit statement to that effect at the beginning of the settlement conference to encourage the parties to speak freely and work collaboratively to reach an agreement.

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1800 COOPER POINT ROAD SW
#18
OLYMPIA, WASHINGTON 98502
EMAIL@BROSTLAW.COM

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Judge Wickham abused his special position as a judicial officer to force the parties to: 1) place an "agreement" on the record when there was not a sufficient basis to do so, and 2) by making evidentiary rulings after having served in a settlement capacity.

He was impatient and dismissive of the concerns raised by Andrew. The first ten pages of the Settlement Conference transcript are a colloquy solely between Miranda Hellman and Judge Wickham. At the end of the colloquy, Andrew was asked "are you in agreement with all of that?" to which he responded "I do have some questions about it." After asking only two questions, the following exchange took place:

THE COURT:	*I have to tell you that we have spent an extra 15 minutes on this settlement conference. I have people waiting, including a call from Afghanistan for someone who wants to participate, and that was supposed to start 15 minutes ago.*
MR. HELLMAN:	*Okay.*
THE COURT:	*So my question to you is do you agree with this?*
MR. HELLMAN:	*Not right out, Your Honor.*
THE COURT:	*All right. This settlement conference is over. There's no*

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1800 COOPER POINT ROAD SW
#18
OLYMPIA, WASHINGTON 98502
EMAIL@BROSTLAW.COM

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agreement today. I thought you had told me you were in agreement with this. That's why I'm surprised.

CP 28-29. Even from the transcript, Judge Wickham's frustration with Andrew is palpable. The colliqoy continued:

MR. HELLMAN:	*Your honor, I just - - I do want to confirm a couple things. The bank account for the truck I can't pay.*
THE COURT:	*Why?*
MR. HELLMAN:	*Because I don't know the account number.*
THE COURT:	*All right. She will give it to you. She's gonna - - she's gonna prepare a decree of dissolution which will list all of the debts, and presumably it will show the debt that you need to pay.*
MR. HELLMAN:	*For half the equity in the house.*
THE COURT:	*Correct. She's just presented evidence of debt at the time of separation that was greater than $17,500, which is your share of the equity.*
MR. HELLMAN:	*Is there any evidence to be presented?*
THE COURT:	*Do you want her to provide copies?*
MR. HELLMAN:	*I would, your honor.*
THE COURT:	*All right. Can you provide copies?*
MS. HELLMAN:	*Yes, yes, I can.*

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#18
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EMAIL@BROSTLAW.COM

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MR. HELLMAN: *Then I am in agreement.*

THE COURT: *All right. I will adopt the agreement.*

CP 29-30. Unsurprisingly, Andrew, who was representing himself pro-se, made a conditional agreement to appease Judge Wickham. This is precisely the type of coercion that is forbidden by CJC 2.6.

Judge Wickham also made numerous findings and entered multiple orders over the objection of Andrew and his counsel after it was clear that there was no agreement at the settlement conference. Despite his invitation to present objections, he largely ignored the multiple Memorandum's provided by Andrew's attorney. He violated the Code of Judicial Conduct by doing so.

E. CONCLUSION

For the foregoing reasons, the court should vacate the entirety of the property / debt award, parenting plan, and child support provisions and remand this case for further proceedings.

Respectfully submitted,

4/4/2017
DATED

MARGARET BROST
Attorney for the Appellant
WSBA No. 20188

BROST LAW, PC
1800 COOPER POINT ROAD SW
#18
OLYMPIA, WASHINGTON 98502
EMAIL@BROSTLAW.COM

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☐	EXPEDITE *(if filing within 5 court days of hearing)*
☐	Hearing is set: Date: Time: Judge/Calendar:
■	No hearing set

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STATE OF WASHINGTON

Court of Appeals, Division II, of the State of Washington

In re the marriage of: Petitioner ANDREW J HELLMAN Respondent MIRANDA R HELLMAN	No. 49663-1-II Proof of Mailing or Hand Delivery (for documents after Summons and Petition (AFSR)

Proof of Mailing or Hand Delivery
(for documents after Summons and Petition)

Warning! *Do **not** use this form to prove you mailed or delivered a Summons, Petition, Order to Go to Court, or any kind of Restraining order. For those documents, use Proof of Personal Service (FL All Family 101), or if you have court permission to serve by mail, use Proof of Service by Mail (FL All Family 107).*

I declare:

1. I am: Paul Harrison, an employee of the Petitioner's attorney, and am competent to be a witness in this case.

2. On April 5, 2017, I served copies of the documents listed in **3** below to MIRANDA R HELLMAN by:

■ mail: ■ first class ■ certified

333 Trailblazer St. SE	Lacey	WA	98503
mailing address	*city*	*state*	*zip*

3. On April 4, 2017, I served copies of the documents listed in **3** below to MIRANDA R HELLMAN by:

■ email to: rogue9653@hotmail.com
(only if allowed by agreement, order, or your county's Local Court Rule)

4. List all documents you served:

■ Other: Appeal Brief

BROST LAW, PC
1800 COOPER POINT ROAD SW #18
OLYMPIA, WASHINGTON 98502
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5. Other: Does not apply.

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

Signed at *(city and state):* Olympia, WA Date: 4/5/2017

▶ Paul Harr
Signature of server

PAUL HARRISON
Print or type name of server

BROST LAW, PC
1800 COOPER POINT ROAD SW #18
OLYMPIA, WASHINGTON 98502
EMAIL@BROSTLAW.COM

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APPENDIX 1

Transcript of Proceedings, August 24, 2016

BROST LAW, PC
1800 COOPER POINT ROAD SW
#18
OLYMPIA, WASHINGTON 98502
EMAIL@BROSTLAW.COM

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19

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF THURSTON
FAMILY AND JUVENILE COURT

In re the Marriage of: ANDREW JOSEPH HELLMAN, Petitioner, and MIRANDA ROSE HELLMAN, Respondent.	NO. 16-3-00456-34

FILED
SUPERIOR COURT
THURSTON COUNTY, WASH.
2016 SEP 30 AM 10: 47
Linda Myhre Enlow
Thurston County Clerk

REPORT OF PROCEEDINGS

BE IT REMEMBERED that on August 24, 2016, the above-entitled and numbered cause came on for settlement conference before the HONORABLE CHRIS WICKHAM, judge of Thurston County Superior Court, Family and Juvenile Court Division, Olympia, Washington.

Cheri L. Davidson
Official Court Reporter
Thurston County Superior Court
Olympia, Washington 98502
(360)786-5570
davidsc@co.thurston.wa.us

16-3-00456-34
VRPRC
Verbatim Report of Proceedings
654907

1 A P P E A R A N C E S

2

3 For the Petitioner: ANDREW HELLMAN
Pro Se

4

For the Respondent: MIRANDA HELLMAN
5 Pro Se

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1 AUGUST 24, 2016

2 THE HONORABLE CHRIS WICKHAM, PRESIDING

3 * * * * * * * * * *

4 (The following was transcribed from an audio recording.)

5

6 THE COURT: This is the case of Hellman and

7 Hellman, Cause Number 16-3-456-34. It came before

8 the Court this morning for a settlement conference.

9 Present is Mr. Hellman, and also present is Ms.

10 Hellman.

11 We have had some conversations, and I believe the

12 parties are in agreement. I'm going to ask Ms.

13 Hellman to go over the terms of the agreement. Mr.

14 Hellman can listen, and if he is in agreement, I'll

15 ask him to so indicate. Neither one of you are under

16 any pressure to enter into this agreement, but if you

17 do agree, you'll be bound by it.

18 So Ms. Hellman, would you raise your right hand?

19 MIRANDA HELLMAN, having been first duly sworn on oath, testified as follows:

20

21 THE COURT: Have a seat.

22 Would you state your name for the record, please?

23 And please speak up.

24 MS. HELLMAN: Miranda Rose Hellman.

25 THE COURT: Ms. Hellman, you are the

1 respondent in this case, correct?
2 MS. HELLMAN: Yes.
3 THE COURT: But in your response you filed,
4 you asked for a dissolution of marriage, correct?
5 MS. HELLMAN: Yes.
6 THE COURT: Is your marriage irretrievably
7 broken?
8 MS. HELLMAN: Yes.
9 THE COURT: You and Mr. Hellman were married
10 on or about May 12, 2012?
11 MS. HELLMAN: Yes.
12 THE COURT: And when did -- let's see. I
13 think you told me this. You separated on or about
14 September 18, 2014.
15 MS. HELLMAN: Yes.
16 THE COURT: You have one child of the
17 marriage, Kindall, correct?
18 MS. HELLMAN: Yes.
19 THE COURT: You have agreed that -- well, let
20 me just say, there is a domestic violence protection
21 order in this case, correct?
22 MS. HELLMAN: Yes.
23 THE COURT: That order was just renewed on
24 July 6th of this year, correct, for another year?
25 MS. HELLMAN: Yes.

1 THE COURT: And so that restricts contact by
2 Mr. Hellman with you and with Kindall, correct?
3 MS. HELLMAN: And my son.
4 THE COURT: And your son also.
5 MS. HELLMAN: Yes.
6 THE COURT: You have a son from another
7 relationship.
8 MS. HELLMAN: Correct.
9 THE COURT: Now, you are in agreement that --
10 well, as part of that domestic violence proceeding,
11 Mr. Hellman has been ordered to complete domestic
12 violence treatment, correct?
13 MS. HELLMAN: Correct.
14 THE COURT: And you're aware that he is very
15 close to completion of that treatment, correct?
16 MS. HELLMAN: Yes.
17 THE COURT: And you are agreeable that once he
18 completes that, he can see your daughter essentially
19 alternate weekends. However, he has Tuesday-
20 Wednesday off.
21 MS. HELLMAN: Right.
22 THE COURT: And so those would be his
23 alternate weekends, correct?
24 MS. HELLMAN: Yes.
25 THE COURT: And there would have to be some

1 kind of phase-in because she hasn't spent an
2 overnight in his house, correct?
3 MS. HELLMAN: No.
4 THE COURT: And so it might be something like
5 -- first of all it would be all day Tuesday, and then
6 it might be something like Tuesday night; I don't
7 know. But there would be some gradation --
8 MS. HELLMAN: Right.
9 THE COURT: -- before it went to the complete
10 alternate weekend.
11 MS. HELLMAN: Right.
12 THE COURT: And I'm assuming that the easiest
13 -- since she's in daycare, the easiest way to make
14 the transfer would be, for example, for him to pick
15 her up at daycare on Monday, end of work Monday? I
16 hadn't thought this through, but --
17 MS. HELLMAN: I'm not sure that I believe -- I
18 believe he works swing shift hours, so I'm not sure
19 if he gets off on Monday at like 11:30.
20 THE COURT: We will ask him those questions,
21 okay?
22 MS. HELLMAN: So it would be like a Tuesday
23 morning from daycare.
24 THE COURT: But the best place for the
25 transfer would probably be daycare?

1 MS. HELLMAN: Yes, yes.
2 THE COURT: Okay. And then that would be her
3 preschool schedule, and you two would agree to meet
4 with a mediator prior to school beginning to try to
5 reach agreement on a school schedule, correct?
6 MS. HELLMAN: Yes.
7 THE COURT: And if it's necessary for the
8 protection order to be modified to allow this
9 parenting plan to take place, you'd be agreeable to
10 that?
11 MS. HELLMAN: Yes.
12 THE COURT: As to property, the only
13 significant asset is the house that you are living
14 in, correct?
15 MS. HELLMAN: Yes.
16 THE COURT: And you would like to be awarded
17 that house, correct?
18 MS. HELLMAN: Yes.
19 THE COURT: I believe you told me that the
20 assessed value was $204,000?
21 MS. HELLMAN: Yes.
22 THE COURT: And that you believe that the
23 amount of the debt is 169 or so?
24 MS. HELLMAN: Yes.
25 THE COURT: And if that's true, then there is

1 roughly $35,000 worth of equity in the house,
2 correct?
3 MS. HELLMAN: Yes.
4 THE COURT: Of which half, or $17,500, would
5 be Mr. Hellman's, right?
6 MS. HELLMAN: Yes.
7 THE COURT: However, you're aware that there
8 was more than $17,500 worth of community debt --
9 MS. HELLMAN: Yes.
10 THE COURT: -- that you are paying.
11 MS. HELLMAN: Yes.
12 THE COURT: Can you outline some of that?
13 MS. HELLMAN: Okay. This includes the
14 vehicles?
15 THE COURT: Well, let's take the vehicles out.
16 MS. HELLMAN: Okay.
17 THE COURT: Let's talk about the vehicles for
18 a moment.
19 MS. HELLMAN: Okay.
20 THE COURT: He is driving a truck. You want
21 him to be responsible for the payments on that truck,
22 correct?
23 MS. HELLMAN: Yes.
24 THE COURT: What kind of truck is it?
25 MS. HELLMAN: It's a Ford Excursion.

1 THE COURT: All right. And you are driving
2 what?
3 MS. HELLMAN: An SUV, Ford Edge.
4 THE COURT: And you're agreeing to be
5 responsible for those payments, correct?
6 MS. HELLMAN: Yes.
7 THE COURT: Okay. And what's the other debt
8 that you're talking about?
9 MS. HELLMAN: There's several credit cards.
10 THE COURT: Can you describe them?
11 MS. HELLMAN: Okay. One is a USA credit card
12 and --
13 THE COURT: What was the balance at
14 separation?
15 MS. HELLMAN: $9,000.
16 THE COURT: Okay.
17 MS. HELLMAN: Capital One, $4,574.
18 THE COURT: Okay.
19 MS. HELLMAN: Care Credit. That's $1,800.
20 THE COURT: All right.
21 MS. HELLMAN: A Home Depot credit card at
22 $6,000.
23 THE COURT: Okay.
24 MS. HELLMAN: We had a loan against a life
25 insurance policy which was at $3,305.

1 THE COURT: Whose policy is that?
2 MS. HELLMAN: Both of us. Both of us have
3 policies, and we both have loans against them. And
4 that was the joint --
5 THE COURT: So would you agree that each of
6 you would --
7 MS. HELLMAN: Yes.
8 THE COURT: -- get your own policies?
9 MS. HELLMAN: Yes.
10 THE COURT: And be responsible for whatever
11 loan is against that policy?
12 MS. HELLMAN: Yes, I agree.
13 A Best Buy account credit card at $3,050.98.
14 There was the motorcycle at $3,305.
15 THE COURT: Who has the motorcycle?
16 MS. HELLMAN: I do.
17 THE COURT: And you're willing to be
18 responsible for that.
19 MS. HELLMAN: Yes.
20 THE COURT: Okay.
21 MS. HELLMAN: That is it. The last payment I
22 made on the loan was at the time that he left the
23 house.
24 THE COURT: Okay. So that's pretty much it.
25 MS. HELLMAN: Yes.

1 THE COURT: And you're willing to be
2 responsible for all of the ones other than his life
3 insurance policy and the truck.
4 MS. HELLMAN: Yes.
5 THE COURT: Now, there was another card in his
6 name, correct?
7 MS. HELLMAN: Yes.
8 THE COURT: What's that?
9 MS. HELLMAN: His Star card, and I had it at
10 $750 at the time.
11 THE COURT: And he should be responsible for
12 that.
13 MS. HELLMAN: Yes.
14 THE COURT: And you believe that because of
15 the amount of that debt, it more than offsets --
16 MS. HELLMAN: Yes.
17 THE COURT: -- his share of the house.
18 MS. HELLMAN: Yes.
19 THE COURT: And so would that be the -- oh,
20 and the other piece is child support was
21 administratively set earlier this year.
22 MS. HELLMAN: Yes.
23 THE COURT: Mr. Hellman is paying roughly
24 $1,200 a month. However, a lot of that is back
25 support. The current support amount is $899?

1 MS. HELLMAN: Yes.
2 THE COURT: But you're agreeable to this Court
3 resetting support on your current pay stubs and the
4 daycare.
5 MS. HELLMAN: Mm-hmm.
6 THE COURT: And you'd be willing to provide
7 your current pay stub and some proof of the daycare.
8 MS. HELLMAN: Yes.
9 THE COURT: And then come back in a couple
10 weeks and we can set child support.
11 MS. HELLMAN: Yes.
12 THE COURT: Is there anything that I haven't
13 covered?
14 MS. HELLMAN: I believe that's it.
15 THE COURT: You're in agreement with all of
16 that?
17 MS. HELLMAN: Yes.
18 THE COURT: Mr. Hellman, are you in agreement
19 with all of that?
20 MR. HELLMAN: I do have some questions about
21 it.
22 THE COURT: Sure.
23 MR. HELLMAN: I want to confirm that the
24 parenting plan goes as such that I could pick her up
25 at daycare. Does that mean the protection order

1 could be modified so that she --
2 THE COURT: She just agreed to that.
3 MR. HELLMAN: I just want to confirm.
4 THE COURT: And so on that note, what I'm
5 going to suggest, if there is an agreement here, that
6 I sign the parenting plan when you come back, which
7 will be in a couple weeks, and you can suggest the
8 times of pickup based upon your work schedule and how
9 that would all play out because I have no idea when
10 you get off work and so on. But I think it should be
11 at the daycare.
12 MR. HELLMAN: Absolutely.
13 I will address the credit cards in a moment.
14 Regarding the motorcycle, I gave -- of course I have
15 no proof of this, but I gave Miranda $1,200 for the
16 down payment toward that motorcycle.
17 THE COURT: She says there's $3,000 owing.
18 She's willing to pick it up herself.
19 MR. HELLMAN: I just wanted to throw that in
20 there though.
21 THE COURT: I have to tell you that we have
22 spent an extra 15 minutes on this settlement
23 conference. I have people waiting, including a call
24 from Afghanistan for someone who wants to
25 participate, and that was supposed to start 15

1 minutes ago.
2 MR. HELLMAN: Okay.
3 THE COURT: So my question to you is do you
4 agree with this?
5 MR. HELLMAN: Not right out, Your Honor.
6 THE COURT: All right. This settlement
7 conference is over. There's no agreement today. I
8 thought that you had told me you were in agreement
9 with this. That's why I'm surprised.
10 MR. HELLMAN: Your Honor, I just -- I do want
11 to confirm a couple things. The bank account for the
12 truck I can't pay.
13 THE COURT: Why?
14 MR. HELLMAN: Because I don't know the account
15 number.
16 THE COURT: All right. She will give it to
17 you. She's gonna -- she's gonna prepare a decree of
18 dissolution which will list all of the debts, and
19 presumably it will show the debt that you need to
20 pay.
21 MR. HELLMAN: For half the equity in the
22 house.
23 THE COURT: Correct. She's just presented
24 evidence of debt at the time of separation that was
25 greater than $17,500, which is your share of the

1 equity.
2 MR. HELLMAN: Is there any evidence to be
3 presented?
4 THE COURT: Do you want her to provide copies?
5 MR. HELLMAN: I would, Your Honor.
6 THE COURT: All right. Can you provide
7 copies?
8 MS. HELLMAN: Yes, yes, I can.
9 MR. HELLMAN: Then I am in agreement.
10 THE COURT: All right. I will adopt the
11 agreement. It's not going to be signed until my next
12 calendar, which is September 2nd at 9 o'clock. It's
13 a Friday morning. Can you both be here that day?
14 MS. HELLMAN: Yes.
15 MR. HELLMAN: I think I'm out of town that
16 week, Your Honor.
17 THE COURT: Can you appear by phone?
18 MR. HELLMAN: I seriously doubt it.
19 THE COURT: If not, we can do this -- my next
20 calendar would be the 30th of September.
21 MR. HELLMAN: Your Honor, I would -- I would
22 agree to the 7th telephonically as long as --
23 THE COURT: It's not the 7th. It's the 2nd.
24 MR. HELLMAN: Oh, the 2nd. I'm sorry.
25 THE COURT: Friday, the 2nd.

1 MR. HELLMAN: I misheard you, Your Honor.
2 Would Miranda be willing to reinstate the contact
3 for purposes of rescheduling the child exchanges
4 immediately?
5 MS. HELLMAN: It's -- that's already in our --
6 THE COURT: Nothing is gonna happen until I
7 sign these papers. At the time of signing the
8 papers, you can make additional requests. If the
9 other side agrees, I'll adopt them.
10 MS. HELLMAN: And Your Honor, that's already
11 in the protection plan, that he's allowed to contact
12 me about child care arrangements via text.
13 MR. HELLMAN: The reason I bring it up, Your
14 Honor, is because during the last extension of the
15 protection order Miranda was supposedly requesting
16 zero contact.
17 THE COURT: Okay.
18 MS. HELLMAN: It wasn't --
19 MR. HELLMAN: I have been unable to respond,
20 unable to --
21 THE COURT: Here is what's gonna happen. Each
22 of you has a right to prepare final papers here,
23 which would include a parenting plan, a decree of
24 dissolution of marriage, findings of fact,
25 conclusions of law, and child support materials.

1 You're gonna need to exchange pay stubs, and I ask
2 that you do that within the next week so that each of
3 you has each other's pay stub so that you can create
4 your own worksheets for child support. Are you still
5 with me? Do you know what I'm talking about?
6 MR. HELLMAN: Yes, Your Honor.
7 THE COURT: You know what a child support
8 worksheet is?
9 MR. HELLMAN: I do, Your Honor.
10 THE COURT: All right. You know how to create
11 one?
12 MR. HELLMAN: Yes, Your Honor.
13 THE COURT: Okay. When you come back on the
14 2nd, I will expect you to have created these
15 documents. You're gonna give each other copies so
16 you can see what each other has done. If you're in
17 agreement with the other's, no problem, I'll just
18 sign it; if you're not, then I'll hear from each of
19 you why one or the other more accurately reflects
20 what you've agreed on today.
21 MS. HELLMAN: Okay.
22 THE COURT: Everybody clear on that?
23 MS. HELLMAN: Yes, Your Honor.
24 MR. HELLMAN: Yes, Your Honor.
25 THE COURT: All right. You may step down.

1 You're welcome to leave.
2 MS. HELLMAN: Thank you.
3 THE COURT: Because there's a no-contact
4 order, I'm going to ask for him to wait for about
5 five minutes until you're in your car and out of the
6 parking lot.
7 MS. HELLMAN: Thank you for your time.
8 (Proceedings were concluded.)
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1 C E R T I F I C A T E

2 STATE OF WASHINGTON)
) ss
3 COUNTY OF THURSTON)

4 I, Cheri L. Davidson, Official Court Reporter, in
5 and for the State of Washington, residing at Olympia, do
6 hereby certify:

7 That the annexed and foregoing Report of
8 Proceedings was reported by me from an audio recording
9 and reduced to typewriting by computer-aided
10 transcription;

11 That said transcript is a full, true, and correct
12 transcript, to the best of my ability, of the proceedings
13 heard before Judge Chris Wickham on the 24th day of
14 August, 2016 at Thurston County Family and Juvenile
15 Court, Olympia, Washington;

16 That I am not a relative or employee of counsel
17 or to either of the parties herein or otherwise
18 interested in said proceedings.

19 WITNESS MY HAND THIS _____ day of _____,
20 2016.

21

22 _____
Official Court Reporter

23

24

25

APPENDIX 2

Transcript of Proceedings, September 30, 2016

BROST LAW, PC
1800 COOPER POINT ROAD SW
#18
OLYMPIA, WASHINGTON 98502
EMAIL@BROSTLAW.COM

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IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF THURSTON
FAMILY AND JUVENILE COURT

In re the Matter of:	)
	)
ANDREW HELLMAN,	) COURT OF APPEALS
	) 49663-1-II
Petitioner,	)
	) THURSTON COUNTY
vs.	) NO. 16-3-00456-34
	)
MIRANDA HELLMAN,	)
	)
Respondent.	)
	)

TRANSCRIPTION OF RECORDED PROCEEDINGS

BE IT REMEMBERED that on September 30, 2016, the above-entitled matter came on for hearing before the HONORABLE CHRIS WICKHAM, Judge of Thurston County Superior Court.

Transcribed by: Aurora Shackell, RMR CRR
Official Court Reporter, CCR# 2439
2000 Lakeridge Drive SW, Bldg No. 2
Olympia, WA 98502
(360) 786-5570
shackea@co.thurston.wa.us

APPEARANCES

For the Petitioner: MELISSA DENTON
Ascher & Denton PLLC
2401 Bristol Ct SW, Ste A101
Olympia, WA 98502

For the Respondent: MIRANDA HELLMAN
(Appearing Pro Se)

(The following was transcribed from an audio recording.)

--oOo--

THE COURT: So, let me call up this case. We had a settlement conference August 24th. There was an understanding that final papers would be presented on September 2nd. On September 2nd, Mr. Hellman claimed that there was not an agreement, and so I ordered the transcript from the court reporter. I think it clearly shows there was an agreement. I'm prepared to sign final papers today if either party has them.

MS. HELLMAN: I brought to Ms. -- to your office on Thursday.

MS. DENTON: I haven't seen any final proposed documents. I have seen one proposed parenting plan, which needs a lot of work to conform with the law. And I believe that we can negotiate probably final documents that are consistent with this, Your Honor, if I'm able to prepare them. And there are a lot of details that were supposed to be provided. For instance, evidence of the debts. And I think I do have a Home Depot Card bill that she brought to my office. And the parenting plan is pretty vague. It only had one issue really set out about which days of the week my client would get the child. There was

1 some discussion of a possible phase-in, and there was
2 discussion of going back to mediation before the
3 child goes to kindergarten. The child is turning
4 four next month. Is that correct? So I think that
5 there's some work to be done. There are no papers
6 available, Your Honor, and I haven't seen anything.
7 If she did have papers, she didn't give --
8 THE COURT: Ms. Hellman, you had a set of
9 papers?
10 MS. HELLMAN: Yes, I had brought -- I had came
11 into the court, we did a review, I didn't do the
12 right forms, so they told me to bring them to her
13 because he was represented, and so I went straight
14 from that to her office and brought all the papers
15 that I had done, which was kind of the (inaudible)
16 for the final paperwork, and they had the copies of
17 the bills, the calendar that I drew out with the
18 proposed phase-in and then the parenting plan. And
19 that was Wednesday.
20 THE COURT: Well, so you don't have any of
21 those papers anymore?
22 MS. HELLMAN: No, I don't have -- I gave them
23 all my copies to her.
24 MS. DENTON: (Inaudible).
25 THE COURT: I'm prepared to sign final papers

from either side that is consistent with the agreement that was reached. If you two want to have a conversation, you're welcome to do that. If you want to just come back with papers, you're welcome to do that as well. I'm going to set this over for two weeks, if that works for you. And if there's no agreement, you should come back with a set of final papers.

MS. HELLMAN: Right.

THE COURT: Okay.

MS. DENTON: That would be Friday the 14th.

THE COURT: Right.

MS. HELLMAN: Okay.

THE COURT: All right. So we'll see you then.

--oOo--

CERTIFICATE OF REPORTER

STATE OF WASHINGTON)
) ss.
COUNTY OF THURSTON)

I, AURORA J. SHACKELL, CCR, Official Reporter of the Superior Court of the State of Washington in and for the County of Thurston do hereby certify:

1. I received the electronic recording from the trial court conducting the hearing;

2. This transcript is a true and correct record of the proceedings to the best of my ability, except for any changes made by the trial judge reviewing the transcript;

3. I am in no way related to or employed by any party in this matter, nor any counsel in the matter; and

4. I have no financial interest in the litigation.

Dated this 10th day of February, 2017.

AURORA J. SHACKELL, RMR CRR
Official Court Reporter
CCR No. 2439

APPENDIX 3

Transcript of Proceedings, October 14, 2016

BROST LAW, PC
1800 COOPER POINT ROAD SW
#18
OLYMPIA, WASHINGTON 98502
EMAIL@BROSTLAW.COM

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IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF THURSTON
FAMILY AND JUVENILE COURT

In re the Matter of:	)	
	)	
ANDREW HELLMAN,	)	COURT OF APPEALS
	)	49663-1-II
Petitioner,	)	
	)	THURSTON COUNTY
vs.	)	NO. 16-3-00456-34
	)	
MIRANDA HELLMAN,	)	
	)	
Respondent.	)	
	)	

TRANSCRIPTION OF RECORDED PROCEEDINGS

BE IT REMEMBERED that on October 14, 2016, the above-entitled matter came on for hearing before the HONORABLE CHRIS WICKHAM, Judge of Thurston County Superior Court.

Transcribed by: Aurora Shackell, RMR CRR
Official Court Reporter, CCR# 2439
2000 Lakeridge Drive SW, Bldg No. 2
Olympia, WA 98502
(360) 786-5570
shackea@co.thurston.wa.us

APPEARANCES

For the Petitioner: MELISSA DENTON
Ascher & Denton PLLC
2401 Bristol Ct SW, Ste A101
Olympia, WA 98502

For the Respondent: MIRANDA HELLMAN
(Appearing Pro Se)

(The following was transcribed from an audio recording.)

--oOo--

THE COURT: That takes us to Hellman and Hellman. So this is on for presentation of final papers. Do you have proposed papers?

MS. HELLMAN: Yes, I do.

THE COURT: Have you shared them with Ms. Denton?

MS. HELLMAN: Yes, I have.

THE COURT: Okay. Why don't you hand them up. So let's go through these, and you can tell me what's wrong or what needs to be changed.

MS. DENTON: Since I received them this morning, Your Honor, and I've been very busy with another case, I haven't had time to go over them. I did, however, look at them closely enough to see that they are not complete as would be required by law. There's no findings of fact and conclusions of law. There's no order of child support.

THE COURT: Do you want to send me a letter next week and tell me what you think the problems are, given that you just received them this morning?

MS. DENTON: I could create a letter next week telling you what I think the errors are, but I already filed a memorandum which --

1 THE COURT: I saw your memorandum. I read it
2 closely. I went back and I looked at the transcript.
3 I think there's a sufficient record for the court to
4 enter a final decree.
5 MS. HELLMAN: And, Your Honor --
6 MS. DENTON: Even without evidence of the
7 parties' incomes?
8 MS. HELLMAN: Your Honor, the proposal that I
9 gave this for the dissolution and the parenting plan,
10 there's already -- there's already a DCS case for
11 child support, so we could review the child support
12 at any time. It doesn't have to be done --
13 THE COURT: Which is what the settlement
14 indicated, was that --
15 MS. HELLMAN: Right.
16 THE COURT: -- the decree was going to enter,
17 and either one of you could file a motion to have
18 child support addressed later.
19 MS. HELLMAN: Correct.
20 MS. DENTON: So she's lacking one of the
21 documents that's required. There's not just one
22 document to finalize the divorce, there are two.
23 Yes, I need to be able -- I'm supposed to have five
24 court days' notice of her proposed paperwork so that
25 I can look it over and make any suggestions to the

1 court.
2 MS. HELLMAN: I didn't receive any from them,
3 either.
4 THE COURT: Why don't you send me a letter,
5 and I'll take a look at it. I'm prepared to sign a
6 decree, but I want to hear his concerns before I do
7 that.
8 MS. DENTON: Okay.
9 THE COURT: And I'm not going to set this for
10 another hearing. My staff will send out a copy of
11 the final papers to both sides.
12 MS. HELLMAN: Okay. Your Honor, one of the
13 concerns that they had was the amount of debt, and I
14 was able to claim all the equity in the house, and I
15 also have my bank statements for the mortgage
16 payments since he has been gone, that he would be --
17 THE COURT: So what you're going to want to do
18 is give a copy of those to Ms. Denton.
19 MS. HELLMAN: I did.
20 THE COURT: Okay.
21 MS. DENTON: What she's saying is that she's
22 been in sole possession and control of the house and
23 that she's asking -- she's saying that she believes
24 that he would have to pay her for half of all of the
25 expenses of the house during the time she's had sole

1 possession of it pending this divorce. So --
2 MS. HELLMAN: His items were still in it. I
3 took care and maintained his dog up until recently.
4 If he wants the equity of the house I had to pay for,
5 I feel that it is just that he should have to pay
6 half the mortgage.
7 THE COURT: Okay.
8 MS. DENTON: Your Honor --
9 THE COURT: You can put his concerns in
10 writing, I'll take a look at them. I believe there's
11 a sufficient record here to sign papers. If Ms.
12 Hellman's papers are not consistent with the record,
13 I will correct them after considering his concerns.
14 And I hope to have this -- well, I hope to take this
15 up next Friday. I haven't seen a copy of the
16 calendar, but I hope to sign these papers next
17 Friday, but we'll send you copies.
18 MS. HELLMAN: Okay. Thank you, Your Honor.
19 THE COURT: Anything further?
20 MS. DENTON: Your Honor, one of the issues
21 that at the settlement conference was that my client
22 asked for copies of bills that would reflect the
23 bills that she was saying she was going to pay on
24 behalf of the marital community, the community debt.
25 He's never received that --

1 THE COURT: I thought that's what she just
2 gave you.
3 MS. DENTON: No, she --
4 MS. HELLMAN: No --
5 MS. DENTON: She gave me -- the things that
6 she gave me are insufficient. What she gave me was a
7 current bill on some credit cards that had no
8 information about what --
9 MS. HELLMAN: They're as of the date that he
10 left. I went back and I got the statements of those
11 bills that were as of the date that he left.
12 THE COURT: Why don't you file the originals
13 with the clerk, and I'll take a look at them.
14 MS. HELLMAN: All right. Absolutely.
15 THE COURT: Okay.
16 MS. HELLMAN: Thank you.
17 THE COURT: Anything further?
18 MS. DENTON: Your Honor, it's difficult
19 because the amount of those debts even contemplated
20 or discussed at the settlement conference was far,
21 far less than the amount of equity in the home. So
22 her paying -- even if she were paying half of his
23 share of some debts that were community, even if that
24 were to occur, it is nowhere near his share of the
25 equity in the family home. And he hasn't received

1 the proof that was contemplated at that settlement.
2 Also, the parenting plan, the problems are with
3 that is it's very incomplete. The child is four or
4 turning four, and the parenting plan that was
5 discussed at the settlement conference, while it did
6 start overnights and it's a positive development in
7 getting to a more normalized parenting plan for this
8 father, it doesn't contemplate the child going to
9 school. What you said in the settlement conference
10 or was discussed that the child support -- the
11 parenting plan would be redone when the child is
12 going to go to school. And the child is four now.
13 So that's a difficult thing to enter a parenting plan
14 that is only going to be in effect -- that the final
15 dissolution parenting plan is only going to be in
16 effect for such a brief period of time. So there
17 are --
18 THE COURT: That's definitely true, but this
19 couple needs a divorce, and that was very apparent to
20 me at the settlement conference. And I'm
21 disappointed that it's taken so long for the papers
22 to get signed, but I intend to sign them.
23 MS. HELLMAN: And I did put that in the
24 parenting plan, that we would mediate two -- it would
25 be two years before she's school aged because of her

1 late birthday.

2 THE COURT: Okay.

3 MS. HELLMAN: And I included that (inaudible).

4 THE COURT: Anything further?

5 MS. DENTON: No, Your Honor.

6 THE COURT: All right. Court will be in

7 recess.

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CERTIFICATE OF REPORTER

STATE OF WASHINGTON)
) ss.
COUNTY OF THURSTON)

I, AURORA J. SHACKELL, CCR, Official Reporter of the Superior Court of the State of Washington in and for the County of Thurston do hereby certify:

1. I received the electronic recording from the trial court conducting the hearing;

2. This transcript is a true and correct record of the proceedings to the best of my ability, except for any changes made by the trial judge reviewing the transcript;

3. I am in no way related to or employed by any party in this matter, nor any counsel in the matter; and

4. I have no financial interest in the litigation.

Dated this 10th day of February, 2017.

AURORA J. SHACKELL, RMR CRR
Official Court Reporter
CCR No. 2439

APPENDIX 4

Motion/Memorandum, Filed October 13, 2016

BROST LAW, PC
1800 COOPER POINT ROAD SW
#18
OLYMPIA, WASHINGTON 98502
EMAIL@BROSTLAW.COM

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3110.5

☐ Expedite

☒ Hearing is set

Date: October 14, 2016

Time: 9:00 AM

Judge/Calendar: Judge Wickham

FILED
SUPERIOR COURT
THURSTON COUNTY, WA

OCTOBER 13, 2016

Linda Myhre Enlow
Thurston County Clerk

SUPERIOR COURT OF WASHINGTON
COUNTY OF THURSTON

In re the Marriage of:

ANDREW JOSEPH HELLMAN,

Petitioner,

and

MIRANDA ROSE HELLMAN

Respondent.

NO. 16-3-00456-34

MEMORANDUM IN SUPPORT OF PETITIONER'S REQUEST TO CONTINUE THE HEARING

DOCUMENT IS ATTACHED.

DATED: 10/13/16

Submitted by: Ingrid Zerpa, Legal assistant

ASCHER & DENTON, PLLC
2401 Bristol Court SW, Suite A-101
Olympia, WA 98502
tel: (360) 357-8669 fax: (206) 350-8334

MEMORANDUM IN SUPPORT OF PETITIONER'S REQUEST TO CONTINUE THE HEARING

Per LSPR 94.03 (3)(f)(7) and Per LSPR 94.03 (3)(f)(10), the Petitioner, Andrew Hellman, by and through his attorney, Melissa Denton, respectfully submits this memorandum and asks the court to strike the hearing October 16th, 2016 and direct that a trial date be set . Pending the trial date, the parties should be given sufficient time to gather evidence, present proposals to each other, and work out a fair and reasonable agreement, if possible.

Introduction

On 8/24/16, the Petitioner, Andrew Hellman, and the Respondent, Miranda Hellman, participated in a settlement conference with the Honorable Chris Wickham, Judge of Thurston County Superior Court, Family and Juvenile Court Division. On 8/ 31/16, Mr. Hellman consulted with Melissa Denton regarding his divorce. On 9/16/16, both parties appeared in court for presentation of final orders but did not have orders with them or provide each other with proposed orders. Ms. Denton happened to be present and assisted Mr. Hellman in informing the court that orders were not available for entry. Judge Wickham set the matter on for his next calendar on 9/30/16 when Judge Wickham said he would make transcripts of the settlement conference testimony available to both sides. On 9/16/16, Mr. Hellman paid his flat fee to hire attorney Denton. On 9/27 or 9/ 28/16, Ms. Hellman brought copies of some receipts, a partial petition and a partially filled out parenting plan to Ms. Denton's office. On 9/30/16, Ms. Hellman and Ms. Denton appeared before Judge Wickham and received copies of the transcript and informed the court that no final documents were available for him to sign at that time. Judge Wickham set the matter over to 10/14/16 for presentation of final documents.

Although Ms. Denton's office worked to gather necessary and essential income and debt

information from the parties for the October hearing, Ascher & Denton has not yet received; a complete statement of Ms. Hellman's income information. Ms. Hellman has also not provided evidence of the debt incurred on the marital credit cards as of the date of separation.

Further, the transcript did not set out essential terms necessary to draft a parenting plan. As a result, the parties need additional time to come up with a parenting plan to phase in the father's overnights and work out holidays and other details.

For the reasons presented below, Andrew Hellman respectfully asks the court to set the case for trial so that the parties have sufficient time to gather all evidence and be able to work a reasonable and fair settlement.

1. Child support

The parties need additional time to draft child support worksheets and the child support order because Ms. Hellman has not provided all her income information to Mr. Hellman's counsel. During the settlement conference hearing, Ms. Hellman agreed to provide to Mr. Hellman with her current pay stubs and proof of the costs associated with daycare. On October 5th, Ms. Denton e-mailed Mr. Hellman's income information to Ms. Hellman, and also requested Ms. Hellman to e-mail back her income information. On October 10th, four days before the scheduled hearing, Ms. Hellman e-mailed back copies of her pay stubs from her employment with the Consolidated Technologies Department, but failed to provide copies of her Military Leave and Earning Statement. On October 13th, a day before the hearing, Ms. Hellman provided an excel spreadsheet of the amount of LES income she allegedly makes and deposits in her bank account every month, but she did not provide the pay stubs to support that information. Per LSPR 94.03 (3)(f)(7), the parties have to present child support worksheets and orders to the court, but that information cannot yet be presented because Ms. Hellman has not given a full

disclosure of her income. Additional time is necessary to gather all the financial information from Ms. Hellman, and to get proof of the costs associated with daycare.

2. Evidence of Debt incurred during the marriage

During the settlement conference hearing, Ms. Hellman agreed to provide evidence of the debt the parties incurred during the marriage. Ms. Hellman provided bank statements for three cards that are on her name: (1) the Home Depot Consumer card owing a balance of $7,139.07 as of October 22nd, 2014; (2) the Best Buy credit card owing a balance of $3,168.17 as of September 19, 2014; (3) and the USAA credit card owing a balance of $8,895.39 as of September 21, 2014. The combined balance of this cards add up to $19,202.63, for which Mr. Hellman is only liable for $9,601.315. However, during the settlement conference the parties did not discussed whether Ms. Hellman is keeping any of the assets that were obtained with any of the credit cards during the marriage. For this reason, the Petitioner asks the court to allow time for the parties to discuss how to equitably divide their community debt.

Further, during the settlement conference, Ms. Hellman stated that the parties also owed money on a Capital One credit card and a Care Credit card, but she has not provided evidence of the balance of said cards. As a result, the Petitioner's counsel cannot make an accurate assessment of the parties community debt.

3. Real Property

The transcript of the settlement conference shows that Mr. Hellman requested Ms. Hellman to provide evidence of the parties' community debt before the court awarded Mr. Hellman's interest on the home to Ms. Hellman–as payment for his share of the community debt. As mentioned above, the Petitioner cannot make an accurate assessment of the parties' community debt. As a result, it is hard to know whether the amount in debt for which Mr.

Hellman is responsible is equal to or lesser than Mr. Hellman's interest on the home.

The value of the home is not clear either for purposes of formulating the amount of equity on the home. The transcript notes that Ms. Hellman estimated the value of the home at $204,000. However, the Thurston County Assessor's office values the home at $210,650, and Zillow, a website commonly used by realtors, estimates the home to be at $237,000. Mr. Hellman would like to figure out the true value of the home, which will allow him to calculate whether his equity is equal or lesser to his share of the community debt.

During the settlement conference hearing, the parties did not discuss whether Mr. Hellman's name would remain on the mortgage or whether the home should be refinanced to remove his name. Mr. Hellman is concerned about the implications this issue will have on his credit score if Ms. Hellman does not make timely payments on the mortgage. In fact, Mr. Hellman spoke with a representative from the primary mortgage, and the representative said that Ms. Hellman has not paid the mortgage for the month of September, 2016. Mr. Hellman's counsel is hopeful that the parties can work out an agreement with regards to the disposition of the family home after the entry of the divorce decree.

Per LSPR 94.03 (3)(f)(10), each party shall submit to the other a written settlement proposal addressing all unresolved issues. In this case, Mr. Hellman's counsel would like to submit to Ms. Hellman a proposal addressing issues concerning the real property. Although this offer shall be submitted within 30 days after the settlement conference, Mr. Hellman respectfully asks the court to grant sufficient time that would allow the parties to work out an agreement.

4. Retirement

Another issue not addressed during the settlement conference is the parties' retirement funds. The parties have not disclosed the amount of retirement funds they accrued during their

marriage, and consequently, they have not discussed how the funds should be allocated. Ms. Hellman's counsel would like to submit a proposal to Ms. Hellman in order address how to allocate the parties' retirement funds. *See* LSPR 94.03(3)(f)(10).

5. Parenting Plan

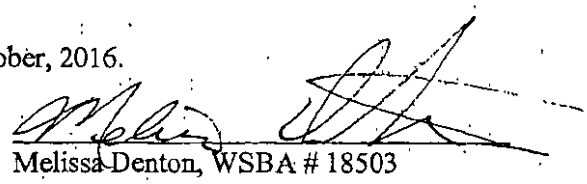
The transcript did not set out all the essential terms necessary to draft a final parenting plan. The transcript shows that the parties agreed for Mr. Hellman to have overnight visits with his daughter after a period of "some gradation." No inquiry was made as to what "gradation" meant or as to the specific circumstances to be met by Mr. Hellman in order to have overnight visits with his daughter.

In addition, the parties did not agree on a schedule for when the child becomes of school age. The transcript only shows that Ms. Hellman agreed to meet with a mediator prior to the beginning of school to try to reach an agreement on a school schedule. This means that the parties did not come up with a complete and final parenting plan during the settlement conference, and there was a big possibility that both parties would return to court to address this same issue in the future. Because no inquiry was made on major issues concerning the parenting plan, the parties cannot draft a final parenting plan order.

6. Conclusion

Per LSPR 94.03 (3)(f)(7) and Per LSPR 94.03 (3)(f)(10), the Petitioner, Andrew Hellman, by and through his attorney, Melissa Denton, respectfully submits this memorandum and asks the court to set this case for trial.

Respectfully submitted this 13th Day of October, 2016.



Melissa Denton, WSBA # 18503
Attorney for Andrew Hellman

APPENDIX 5

Letter/Memorandum, Filed October 21, 2016

BROST LAW, PC
1800 COOPER POINT ROAD SW
#18
OLYMPIA, WASHINGTON 98502
EMAIL@BROSTLAW.COM

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3110.4

☐ Expedite
☐ Hearing is set
Date: _____
Time: _____
Judge/Calendar: _____

FILED
OCTOBER 21, 2016
SUPERIOR COURT
THURSTON COUNTY CLERK

SUPERIOR COURT OF WASHINGTON
COUNTY OF THURSTON

In re the Marriage of:

ANDREW JOSEPH HELLMAN,
Petitioner,
and
MIRANDA ROSE HELLMAN
Respondent.

NO. 16-3-00456-34

MEMORANDUM

COMES NOW Andrew Hellman, petitioner herein, through his attorney, Melissa Denton and submits the following memorandum to provide information as requested by Judge Wickham at the third hearing on this matter, which occurred on October 14, 2016. (Parties are referred to herein by first name for the sake of clarity, not as any sign of disrespect.)

Procedural Background

Judge Wickham requested that Ms. Denton provide a letter to the court about what parts, if any, of the documents Miranda Hellman, petitioner herein, had brought to the court and provided to Ms. Denton on October 14, 2016, were not consistent with the terms described in the August 24, 2016 Report of Proceedings that the court had provided to the parties on September 30, 2016. At the hearing on October 14, Ms. Denton objected to the court considering or entering orders provided to Andrew only on that day, as the court rules provide that a party should receive

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2401 BRISTOL CT. SW, A-101
OLYMPIA, WA 98502
(360) 357-8669

service of proposed orders five court days before they are presented to the court for entry. The court then requested a letter from Ms. Denton. This memorandum is that letter.

Andrew still maintains the position that the settlement conference held on August 24, 2016 did not result in a full and final resolution of the issues in his divorce and he continues to request that the court set this case for a trial date.

Final Divorce Order

1. Page 1 appears to be correct, stating that no money judgment is entered. The transcript does not reflect any money judgements from one party to the other.
2. Page 2 is missing from the copy provided to Ms. Denton and thus no feedback on whether it is correct or not can be provided.
3. Page 3.
   a. The first line on page 3 appears to be Miranda's wish to change her name. This was not discussed at the settlement conference, but she has the right to do this. No objection.
   b. Section 5. No box is checked in this section regarding whether there was or was not a separation contract between the parties. The transcript does not address this issue. This is an error because this part of the order should be filled out and because there is no evidence of agreement between the parties on the issue and because the court has no authority to rule on this issue because settlement conference judges do not make rulings on unknown or contested issues.
   c. Section 6. It is correct that the transcript from the settlement conference does not contain any information indicating that the parties agreed for either one to have a money judgement against the other.
   d. Section 7. The address of the family home is not contained in the transcript from the settlement conference. The transcript does discuss the concept of the family

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OLYMPIA, WA 98502
(360) 357-8669

home being awarded to Miranda, but many necessary issues regarding the division of assets and debts were not discussed and the request of Andrew to have copies of the bills Miranda claimed that she would pay on behalf of the marital community as a prerequisite for him to agree to her getting the home have not been provided to him. This section is in error because the parties did not have a clear agreement to divide assets and debts from their marriage. This section is also in error because the court applied the wrong standard in discussing the evaluation of debts owed by the marital community compared to the $35,000 in equity in the home. The court discussed with Miranda whether there were more than $17,500 worth of community debt when the amount of community debt to offset Andrew's interest in the home would have to be $35,000 or more because Miranda had responsibility for her community share of that debt. Also, the analysis by the court regarding separating out vehicles in the possession of each party did not include any explanation to the parties of why those assets were separated out and there was no inquiry as to what other items of property were purchased with the consumer debt listed by Miranda and thus such debt would not be credited to Miranda for purposes of offsetting Andrew's interest in the home. No inquiry was made about whether either party had already paid toward those debts post separation. No inquiry was made about retirement or other bank or investment accounts owned by either party. No inquiry was made about whether either party wanted to request property that the other party had in their possession. These issues all needed to be resolved in order to finalize this dissolution of marriage.

4. Page 4.

a. The remaining portion of Section 7 requires Andrew to sign a quit claim deed and real estate tax affidavit by November 15, 2016. The transcript of the settlement

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OLYMPIA, WA 98502
(360) 357-8669

conference transcript contained no agreement for him to do this and Andrew objects to Miranda receiving sole ownership of the parties' home and to him having to sign off on that home and he objects to having to do so by November 15, 2016 because this matter will be up on appeal before the court of appeals and will not be resolved by then. Andrew objects to Miranda having the right to liquidate his interest in the family home before the court of appeals decides this case and he objects to this requirement which was not discussed or agreed to at the settlement conference.

b. Section 8. The only personal property items discussed in the settlement conference were Andrew receiving his truck and the life insurance policy in his name. No inquiry was made about the relative values of these assets or the relative amounts of debts against them, therefore no disclosure of equity to each party was provided. The division of assets and debts between the parties was not resolved at settlement conference and the court never inquired of Andrew what personal property items he might want, as only the home was discussed with him and under the mistaken premise that Miranda paying $17,500 in debt would wipe out his half interest in the $35,000 equity in the home (and Andrew was never asked what he thought the equity in the home is). Retirement accounts and bank accounts were not discussed at the settlement conference. These portions of the proposed order are in error because they were not agreed to and because the settlement conference judge does not rule on contested matters between the parties.

c. Section 9. Miranda's proposed order gives her all of the personal property now in her possession. This is in error for the reasons listed immediately above.

5. Page 5.

a. Section 9 (continued) The settlement conference transcript discussed Miranda

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2401 BRISTOL CT. SW, A-101
OLYMPIA, WA 98502
(360) 357-8669

receiving her car, motorcycle and life insurance. This section is in error because it does not list the motorcycle and it does list bank accounts, retirement accounts and household furniture, all of which were never discussed or agreed upon.

b. Section 10. The debt listed for Andrew to pay does not state what this debt is for. The transcript does describe that Andrew would pay for his vehicle, but it is not clear that this is the debt listed. In the conference, Andrew said that he did not have the account information and thus could not pay it and Miranda agreed to give that information. The last four digits of the account number are not sufficient information to say what debt this is and no explanation of what the current debt is, what payments have been made since separation and whether this is even the debt on his vehicle. The debt Miranda stated is owed against Andrew's life insurance is not listed, though it was discussed at settlement conference. The Star card referenced by Miranda as being in Andrew's name is not listed in this section, even though Miranda and the judge seemed to agree Andrew would pay it. Andrew was not asked about the division of debt or the division of assets, except for the house, and the court did not have agreement from the parties regarding what should be in this section.

6. Section 11.

a. The transcript reflects very different numbers from those discussed in Miranda's proposed section 11 debts to be awarded to her, therefore the proposed decree is in error. When Miranda and the judge discussed what debts she would be taking on, she listed numbers both higher and lower than the numbers listed in this proposed decree and the current balances were never discussed. The objects purchased with this credit were never discussed. For example, the Home Depot card was not discussed to see if purchases on it were for items in the home and thus requested

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OLYMPIA, WA 98502
(360) 357-8669

by Miranda and kept by her and thus not attributable to debt Andrew should be held responsible for. The USA credit card is not listed for Miranda and it is not clear whether the USAA bank debt related to her car or if it is the same thing as the credit card, which would leave no balance attributable to her car loan which she agreed to take. Miranda also left out the Care Credit debt and the loan against her life insurance policy and her motorcycle loan. The debt Miranda claims to be taking responsibility for (even if it includes her car and other personal property purchase related debt) adds up to only $21,254.85. Even if this is a correct figure and not related to car, motorcycle or other items in her possession, it is a far smaller debt burden than she would need to pay off to offset Andrew's ½ interest in $35,000 (or more) of home equity. At settlement conference, page 15, Andrew requested copies of the bills that Miranda would pay on behalf of the marital community. He has not received any documentation from Miranda to verify that community debt of any amount existed at the time of separation of the parties. This was plainly a condition of him agreeing (in ignorance and after the court inadvertently misled the parties regarding the amount of debt she would need to pay to offset his interest) to Miranda getting his equity from the home.

b. Sections 12 & 13 were not discussed or agreed to at settlement conference, therefore the boxes checked are not appropriate.

7. Page 7. No boxes are checked and spousal maintenance was not discussed at all in the settlement conference. It is unknown whether boxes should have been checked.

8. Page 8.

a. Section 14 was not discussed at settlement conference and therefore it is an error to say how fees and costs will be paid.

b. Section 15 is correct. There is a DVPO between these parties.

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OLYMPIA, WA 98502
(360) 357-8669

9. Page 9.

a. Section 16 appears to be correct because it says that no one requested a restraining order, but it is also true that the issue was never discussed at the settlement conference.

b. Section 17 is correct that the parties have a child and that this court has jurisdiction over issues regarding the child, but Section 17 is incorrect when it refers to the *Findings and Conclusions* in this case, since Miranda did not provide any such document for the court or opposing counsel to consider, report upon or enter. This is another fatal error, preventing finalization of this case, because finalization of a dissolution of marriage requires entry of this document.

10. Page 10

a. Section 18. If the court signs Miranda's documents on the same day, this section will have been filled out correctly.

b. Section 19 is incorrect because it conflicts with the transcript of the settlement conference. Page 11-12 clearly indicate agreement by Andrew (though not by Miranda) that child support was to be reset and both parties' current income information was to be provided for this purpose. In court on October 14, Ms. Denton objected to entry of documents, pointing out that Miranda has not provided her income information. Judge Wickham overruled that objection, stating that "These parties need to get their divorce done." and expressing the expectation that the administrative order for support would just continue. This is in direct contravention to the agreement in settlement conference, if indeed any agreements were actually reached there, and the settlement conference judge does not have authority to rule upon issues contested by the parties. Also, Miranda wrote incomprehensible language about tax exemptions being awarded. This issue

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2401 BRISTOL CT. SW, A-101
OLYMPIA, WA 98502
(360) 357-8669

was not discussed at settlement conference and no agreement has been reached. The box beside post secondary support is not checked, but a section under it is checked and the parties never discussed or agreed on this issue.

11. Page 11 is mercifully devoid of sections and yet is also erroneous because it does not contain lines for the judicial officer or for the parties to sign off and does not list the parties' (or lawyer's) names.

Parenting Plan

1. Page 1, Sections 1& 2 appear to be correct.
2. Page 2.
   a. Section 3 a. was not discussed at the settlement conference, though it was acknowledged at the conference that a DVPO had been entered.
   b. Section 3 b. was not discussed and no box is checked, which is an error since at least one box has to be checked in this section.
3. Page 3. Section 4. This subject was not discussed at the settlement conference and Andrew certainly never agreed to have limitations on his relationship with his daughter. Sections 8-11 in the following portion of the parenting plan do not describe any limitations. This section is in error.
4. Page 4.
   a. Section 4 (continued). The subject of evaluations or treatments were not discussed in the transcript of the settlement conference. Miranda did not indicate what kind of evaluation she is asking the court to have Andrew obtain and he did not agree to any such thing. This section is in error.
   b. Section 5 a. was not discussed at settlement conference. No agreement was reached on this issue, though the law does require the result that Miranda wrote in her proposed order at this time. When no DVPO is in place, the appropriate way

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OLYMPIA, WA 98502
(360) 357-8669

to fill out this section would change.

c. Section 5 b. was not discussed at settlement conference but the box checked is technically correct.

5. Page 5. Section 6 subject matter was not discussed at settlement conference and is technically calling for a violation of the DVPO, but could be cured by correcting that order. The process for initiating mediation was not agreed to and the payment division was not discussed or agreed to.

6. Page 6, Section 7 is correct.

7. Page 7.

a. Section 8.a. has details in it that were vaguely discussed at the settlement conference, but Andrew was not given an opportunity to agree or not agree to times of visitation and the schedule is different than what was discussed at settlement conference.

b. Section 8.b. reflects what the court indicated at the settlement conference but was not discussed with Andrew. It calls for mediation, which would violate the DVPO (if still in effect and unaltered) and is improper because a parenting plan entered at the time of a divorce is supposed to provide for the entire minority of the child, not set a plan for a four year old that becomes void when she goes to kindergarten.

8. Page 8. Section 9 was not discussed or agreed upon at settlement conference. Andrew never agreed to have no vacation time with his daughter and no additional time in summer. This section can not be filled out because it was not agreed upon or discussed.

9. Pages 9-12 relate to the holiday schedule. Miranda filled this out to eliminate consideration of all holidays and special occasions in the child's life and this was neither discussed nor agreed to at settlement conference.

10. Page 13. - 14.

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OLYMPIA, WA 98502
(360) 357-8669

a. Section 11. No boxes are checked, never discussed nor agreed to and not clear whether the form is correct with no boxes checked in this section.

b. Section 12. The daycare being used for pick up/drop off was discussed at settlement conference. The who is responsible section has both conflicting and confusing boxes checked and makes no sense without alteration of the standard form anyway because it does not specify that it refers only to pick up/drop off apart from daycare.

11. Page 15. Section 15 is incorrect because the wrong box is checked.

12. Page 16.

a. Section 16 is in error because it refers to the findings in Section 3. regarding limitations that are not present in sections 8-11.

b. No lines for judicial officer, parties or lawyer were provided for signing.

These orders are erroneous. No final agreement was reached. Errors were made. Andrew askse the court to please set a trial date and do not enter incomplete, incorrect orders.

Dated: October 20, 2016

Respectfully submitted by:

Melissa Denton, WSBA # 18503
Attorney for Andrew Hellman

ASCHER & DENTON, PLLC
2401 BRISTOL CT. SW, A-101
OLYMPIA, WA 98502
(360) 357-8669

APPENDIX 6

Supplemental Letter/Memorandum, Filed October 24, 2016

BROST LAW, PC
1800 COOPER POINT ROAD SW
#18
OLYMPIA, WASHINGTON 98502
EMAIL@BROSTLAW.COM

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3110.3

☐ Expedite

☐ Hearing is set

Date: _____

Time: _____

Judge/Calendar: Judge Wickham

FILED
SUPERIOR COURT
THURSTON COUNTY, WA
OCTOBER 24, 2016
Linda Myhre Enlow
Thurston County Clerk

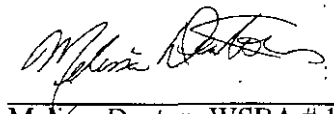
SUPERIOR COURT OF WASHINGTON
COUNTY OF THURSTON

In re the Marriage of: ANDREW JOSEPH HELLMAN, Petitioner, and MIRANDA ROSE HELLMAN Respondent.	)	NO. 16-3-00456-34 SUPPLEMENTAL MEMORANDUM RE: LEGAL SEPARATION VS. DIVORCE

COMES NOW Andrew Hellman, petitioner herein, through his attorney, Melissa Denton and submits the following supplemental memorandum to inform the court of another procedural problem blocking entry of final divorce documents at this time. Upon review of the Odyssey records of this case this morning, it was noted that this case was filed as a Legal Separation and that it has not been converted to a Dissolution of Marriage action. This means that only a Decree of Legal Separation could be entered at this time and entry of divorce documents can not occur until 6 months after final Legal Separation or 90 days after conversion to a Petition for Divorce.

Dated: October 24, 2016

Respectfully submitted by:



Melissa Denton, WSBA # 18503
Attorney for Andrew Hellman

APPENDIX 7

Findings of Fact and Conclusions of Law, Entered October 31, 2016

BROST LAW, PC
1800 COOPER POINT ROAD SW
#18
OLYMPIA, WASHINGTON 98502
EMAIL@BROSTLAW.COM

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Superior Court of Washington, County of Thurston

In re the marriage of:	
Petitioner *(person who started this case)*:	No. 16-3-00456-34
ANDREW HELLMAN	Findings and Conclusions about a Marriage (FNFCL)
And Respondent *(other spouse)*:	
MIRANDA HELLMAN	

Findings and Conclusions about a Marriage

1. Basis for findings and conclusions *(check all that apply)*:

☒ Spouses' agreement.

☐ *Order on Motion for Default (date)*: _____.

☐ Court hearing on *(date)*: _____, where the following people were present *(check all that apply)*:

☐ Petitioner ☐ Petitioner's lawyer

☐ Respondent ☐ Respondent's lawyer

☐ Other *(name and relationship to this case)*: _____

☐ Other *(name and relationship to this case)*: _____

➢ ***The Court makes the following findings of fact and conclusions of law:***

2. Notice *(check all that apply)*:

☒ The Respondent has appeared in this case, or has responded to or joined the *Petition*.

☐ The Respondent was served on *(date)*: _____ *(check all that apply)*:

☐ in person.

☐ by mail.

☐ by publication.

☐ waived service by joining the *Petition*.

3. Jurisdiction over the marriage and the spouses *(check all that apply)*:

At the time the *Petition* was filed,

the Petitioner ☒ lived ☐ did not live in Washington State.

the Respondent ☒ lived ☐ did not live in Washington State.

☒ The Petitioner and Respondent lived in this state while they were married, and the Petitioner still lives in this state or is stationed here as a member of the armed forces.

☐ The Petitioner is a member of the armed forces and has been stationed here for at least 90 days.

☐ The Petitioner and Respondent may have conceived a child together in this state.

☐ Other *(specify)*: _____

Conclusion: The court ☐ **has** ☐ does **not have** jurisdiction over the marriage.

The court ☐ **has** ☐ does **not have** jurisdiction over the Respondent.

4. Information about the marriage

☒ The spouses were married on *(date)*: May 12, 2012 at *(city and state)*: Orting, WA.

☐ Before they married, the spouses were registered domestic partners. Their domestic partnership was registered with the State of _____ on *(date)*: _____ and:

☐ it converted into a marriage by law on June 30, 2014. (RCW 26.60.100.)

☐ they were married on *(date)*: _____ at *(city and state)*: _____ _____.

5. Separation Date

The marital community ended on the date of filing the Petition. The parties stopped acquiring community property and incurring community debt on this date.

6. Status of the marriage

☒ **Divorce** – This marriage is irretrievably broken, and it has been 90 days or longer since the *Petition* was filed and the *Summons* was served or the Respondent joined the *Petition*.

☐ **Legal Separation** – The *(check one or both)*: ☐ Petitioner ☐ Respondent want/s to be legally separated.

☐ **Invalidity** – The *(check one or both)*: ☐ Petitioner ☐ Respondent want/s to invalidate (annul) this marriage, and the court finds the following facts about the validity of this marriage: _____

_____

_____

Conclusion: The Petition for divorce, legal separation or invalidity (annulment) should be:

☒ approved.

☐ denied.

7. Separation Contract

☒ There is no separation contract.

☐ The spouses signed a separation contract on *(date):* _____.

Conclusion: The parties should *(check one):*

☐ be ordered to comply with the terms of the contract.

☐ **not** be ordered to comply with the terms of the contract because: __

_____

☐ The contract provides that it shall **not** be set forth, filed, or made an exhibit to the order.

8. Real Property (land or home)

☐ Neither spouse owns any real property.

☐ The spouses' real property is listed in Exhibit ____. This Exhibit is attached and made part of these Findings.

☐ The spouses' real property is listed in the separation contract described in **7**.

☒ The spouses' real property is listed below:

Real Property Address	Tax Parcel Number	Community or Separate Property
333 Trailblazer St SE, Lacey, WA 98503		☒ community property ☐ Petitioner's separate property ☐ Respondent's separate property
		☐ community property ☐ Petitioner's separate property ☐ Respondent's separate property
		☐ community property ☐ Petitioner's separate property ☐ Respondent's separate property

☐ The court does not have jurisdiction to divide real property.

☐ Other *(specify):* _____

_____

_____

Conclusion: The division of real property described in the final order is fair (just and equitable).

9. Community Personal Property (possessions, assets or business interests of any kind)

☐ There is no community personal property.

☒ The community personal property has already been divided fairly between the spouses. Each spouse should keep any community personal property that s/he now has or controls.

☐ The spouses' community personal property is listed in Exhibit ___. This Exhibit is attached and made part of these Findings.

☐ The spouses' community personal property is listed in the separation contract described in **7**.

☐ The spouses' community personal property is listed below. *(Include vehicles, pensions/ retirement, insurance, bank accounts, furniture, businesses, etc. Do not list more than the last four digits of any account number. For vehicles, list year, make, model and VIN or license plate number.)*

1	5.
2.	6.
3.	7.
4.	8.

☐ The court does not have jurisdiction to divide property.

☐ Other *(specify)*: _____

Conclusion: The division of community personal property described in the final order is fair (just and equitable).

10. Separate Personal Property *(possessions, assets or business interests of any kind)*

☒ Neither spouse has separate personal property.

☐ The **Petitioner** has no separate personal property.

☐ The **Respondent** has no separate personal property.

☐ The separate personal property has already been divided fairly between the spouses. Each spouse should keep any separate property that s/he now has or controls.

☐ The **Petitioner's** separate personal property is listed in Exhibit _____. This Exhibit is attached and made part of these Findings.

☐ The **Respondent's** separate personal property is listed in Exhibit _____. This Exhibit is attached and made part of these Findings.

☐ The spouses' separate personal property is listed in the separation contract described in **7**.

☐ The **Petitioner's** separate personal property is listed below . *(Include vehicles, pensions/ retirement, insurance, bank accounts, furniture, businesses, etc. Do not list more than the last four digits of any account number. For vehicles, list year, make, model and VIN or license plate number.)*

1.	5.
2.	6.
3.	7.

4.	8.

☐ The **Respondent's** separate personal property is listed below. *(Include vehicles, pensions/ retirement, insurance, bank accounts, furniture, businesses, etc. Do not list more than the last four digits of any account number. For vehicles, list year, make, model and VIN or license plate number.)*

1.	5.
2.	6.
3.	7
4.	8.

☐ The court does not have jurisdiction to divide property.

☐ Other *(specify)*: _____

Conclusion: The division of separate personal property described in the final order is fair (just and equitable).

11. Community Debt

☐ There is no community debt.

☒ The community debt has already been divided fairly between the spouses.

☐ The spouses' community debt is listed in Exhibit _____. This Exhibit is attached and made part of these Findings.

☐ The spouses' community debt is listed in the separation contract described in **7**.

☐ The spouses' community debt is listed below:

Debt Amount	**Creditor** (person or company owed this debt)	**Account Number** (last 4 digits only)
$		
$		
$		
$		

☐ The court does not have jurisdiction to divide debt.

☐ Other *(specify)*. _____

Conclusion: The division of community debt described in the final order is fair (just and equitable).

12. Separate Debt

☒ Neither spouse has separate debt.

☐ The **Petitioner** has no separate debt.

☐ The **Respondent** has no separate debt.

☐ The community debt has already been divided fairly between the spouses.

☐ The **Petitioner's** separate debt is listed in Exhibit _____. This Exhibit is attached and made part of these Findings.

☐ The **Respondent's** separate debt is listed in Exhibit ____. This Exhibit is attached and made part of these Findings.

☐ The spouses' separate debt is listed in the separation contract described in **7**.

☐ The **Petitioner's** separate debt is listed below:

Debt Amount	Creditor (person or company owed this debt)	Account Number (last 4 digits only)
$		
$		
$		
$		

☐ The **Respondent's** separate debt is listed below:

Debt Amount	Creditor (person or company owed this debt)	Account Number (last 4 digits only)
$		
$		
$		
$		

☐ The court does not have jurisdiction to divide debt.

☐ Other *(specify)*: _____

Conclusion: The division of separate debt described in the final order is fair (just and equitable).

13. Spousal Support (maintenance/alimony)

☒ Spousal support was **not** requested.

☐ Spousal support should be based on the separation contract listed in **7**.

☐ Spousal support was requested.

Conclusion: Spousal support should *(check one)*:

☐ be ordered because: _____

_____

_____

_____

☐ **not** be ordered because: _____

_____

_____

_____

14. Fees and Costs

☒ Each party should pay his/her own fees or costs.

☐ Fees and costs should be paid according to the separation contract listed in **7**.

☐ The *(check one):* ☐ Petitioner ☐ Respondent incurred fees and costs, and needs help to pay those fees and costs. The other spouse has the ability to help pay fees and costs and should be ordered to pay the amount as listed in the final order. The court finds that the amount ordered is reasonable.

☐ Fees for a guardian ad litem (GAL) or other court-appointed professional should be paid as listed in the final order. The court has considered relevant factors including each party's ability to pay, and finds the fees as ordered are reasonable.

☐ Other findings: _____

_____

15. Protection Order

☒ No one requested an *Order for Protection* in this case.

☐ *(Name)* _____ requested an *Order for Protection* in this case.

Conclusion: The court should *(check one):*

☐ **not** approve an *Order for Protection* because: _____

_____

_____

☐ approve an *Order for Protection* because: _____

_____

_____

16. Restraining Order

☒ No one requested a *Restraining Order* in this case.

☐ The *(check one):* ☐ Petitioner ☐ Respondent requested a *Restraining Order.*

Conclusion: The court should *(check one):*

☐ **not** approve a *Restraining Order* because: _____

_____

_____

☐ approve a *Restraining Order* because: _____

_____

_____

17. Pregnancy

☒ Neither spouse is pregnant.

☐ One of the spouses is pregnant *(check one)*: ☐ Petitioner ☐ Respondent

Conclusion: The pregnancy shall not delay finalization of this case. Finalization of this case shall not affect any future case about the unborn child's parentage that is filed within the time limits allowed by law.

☐ A case about the parentage of the unborn child has been joined (combined) with this case. The court's *Findings and Conclusions about Parentage* will be filed separately.

☐ Other *(specify)*: _____

_____

Note: The law considers the other spouse to be the parent of any child born during the marriage or within 300 days after it ends. If the other spouse is **not** the parent, either spouse may file a *Petition to Disprove Parentage of Presumed Parent* (FL Parentage 355) in court. In most cases, the deadline to file the *Petition to Disprove* is before the child turns four. (See RCW 26.26.116, 26.26.500 – 26.26.625.)

If everyone agrees, both spouses and the child's biological father can sign an *Acknowledgment (and Denial) of Paternity*. Those forms must be notarized and filed with the Washington State Registrar of Vital Statistics to be valid.

18. Children

~~☒ There are no dependent children of this marriage.~~

CW ☒ The dependent children of **either or both** spouses are listed below:

Child's name *(first, last)*	Age	The child's parent/s is/are *(check below)*: Both Spouses	Only Petitioner	Only Respondent
1. Kindall Hellman	3	☒	☐	☐
2.		☐	☐	☐
3.		☐	☐	☐
4.		☐	☐	☐
5.		☐	☐	☐
6.		☐	☐	☐

If there are children of both spouses listed above who do not have both spouses listed on their birth certificates, the State Registrar of Vital Statistics should be ordered to amend the children's birth certificates to list both spouses as parents.

☐ Other *(specify)*: _____

19. Jurisdiction over the children *(RCW 26.27.201 – .221, .231, .261, .271)*

☐ There are no dependent children of this marriage.

☒ The court can approve a *Parenting Plan* because *(check all that apply; if a box applies to all of the children, you may write "the children" instead of listing names):*

☐ **Exclusive, continuing jurisdiction** – A Washington court has already made a custody order or parenting plan for the children, and the court still has authority to make other orders for *(children's names):* _____.

☒ **Home state jurisdiction** – Washington is the children's home state because *(check all that apply):*

☒ Child(ren) lived in Washington with a parent or someone acting as a parent for at least the 6 months just before this case was filed, or if the children were less than 6 months old when the case was filed, they had lived in Washington with a parent or someone acting as a parent since birth.

☐ There were times the children were not in Washington in the 6 months just before this case was filed (or since birth if they were less than 6 months old), but those were temporary absences.

☐ *(Children's names):* _____ do not live in Washington right now, but Washington was the children's home state some time in the 6 months just before this case was filed, and a parent or someone acting as a parent of the children still lives in Washington.

☐ *(Children's names):* _____ do not have another home state.

☐ **No home state or home state declined** – No court of any other state (or tribe) has the jurisdiction to make decisions for *(children's names):* _____, **or** a court in the children's home state (or tribe) decided it is better to have this case in Washington **and:**

- The children and a parent or someone acting as a parent have ties to Washington beyond just living here; **and**
- There is a lot of information (substantial evidence) about the children's care, protection, education and relationships in this state.

☐ **Other state declined** – The courts in other states (or tribes) that might be *(children's names):* _____'s home state have refused to take this case because it is better to have this case in Washington.

☐ **Temporary emergency jurisdiction** – Washington had temporary emergency jurisdiction over *(children's names):* _____ when the case was filed, and now has jurisdiction to make a final custody decision because:

- When the case was filed, the children were abandoned in this state, or the children were in this state and the children (or children's parent, brother or sister) was abused or threatened with abuse;
- The court signed a temporary order on *(date)* _____ saying that Washington's jurisdiction will become final if no case is filed in the children's home state (or tribe) by the time the children have been in Washington for 6 months;
- The children have now lived in Washington for 6 months; **and**

- No case concerning the children has been started in the children's home state (or tribe).

☐ Other reason *(specify)*: _____

☐ The court cannot approve a *Parenting Plan* because the court does not have jurisdiction over the children.

20. Parenting Plan

☐ There are no dependent children of this marriage.

☒ The court signed the final *Parenting Plan* filed separately today or on *(date)*: _____.

☒ Both parents agreed to and signed the *Parenting Plan*.

☐ Other *(specify)*: _____

_____

☐ The court cannot approve a *Parenting Plan* because the court does not have jurisdiction over the children.

21. Child Support

☐ There are no dependent children of this marriage.

☒ The dependent children should be supported according to state law.

☐ The court signed the final *Child Support Order* and *Worksheets* filed separately today or on *(date)*: _____.

☒ There is no need for the court to make a child support order because the DSHS Division of Child Support (DCS) has already established an administrative child support order for the children of this marriage in DCS case number(s) _____.

☐ Other *(specify)*: _____

22. Other findings or conclusions (if any)

_____

_____

10 / 28 / 16
Date

▶ _____
Judge or Commissioner

Petitioner and Respondent or their lawyers fill out below.

This document *(check any that apply)*:
☐ is an agreement of the parties
☐ is presented by me
☐ may be signed by the court without notice to me

▶ _____
Petitioner signs here **or** *lawyer signs here + WSBA #*

_____
Print Name *Date*

This document *(check any that apply)*:
☐ is an agreement of the parties
☐ is presented by me
☐ may be signed by the court without notice to me

▶ _____
Respondent signs here **or** *lawyer signs here + WSBA #*

_____
Print Name *Date*

APPENDIX 8

Decree of Dissolution, Entered October 31, 2016

BROST LAW, PC
1800 COOPER POINT ROAD SW
#18
OLYMPIA, WASHINGTON 98502
EMAIL@BROSTLAW.COM

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Superior Court of Washington, County of Thurston

In re the marriage of:	No. 16-3-00456-34
Petitioner *(person who started this case)*: Andrew J Hellman	☒ Final Divorce Order (Dissolution Decree) (DCD)
	☐ Final Legal Separation Order (Decree) (DCLGSP)
	☐ Invalid Marriage Order (Annulment Decree) (DCINMG)
And Respondent *(other spouse)*: Miranda R Hellman	☐ Valid Marriage Order (Decree) (DCVMO)
	☐ Clerk's action required: **1, 2, 6, 13, 14, 16**

Final ☒ Divorce Order ☐ Legal Separation Order ☐ Invalid Marriage Order ☐ Valid Marriage Order

1. Money Judgment Summary

X No money judgment is ordered.

☐ *Summarize any money judgments from sections **6** or **14** in the table below.*

Judgment for	Debtor's name *(person who must pay money)*	Creditor's name *(person who must be paid)*	Amount	Interest
Money Judgment (section **6**)			$	$
Fees and Costs (section **14**)			$	$
Other amounts *(describe)*:			$	$
Yearly Interest Rate: _____% *(12% unless otherwise listed)*				
Lawyer *(name)*:		represents *(name)*:		

Lawyer *(name)*:	represents *(name)*:

2. Summary of Real Property Judgment (land or home)

☐ No real property judgment is ordered

☒ *Summarize any real property judgment from section **7** in the table below.*

Grantor's name *(person giving property)*	**Grantee's name** *(person getting property)*	**Real Property** *(fill in at least one)*	
		Assessor's property tax parcel or account number:	Legal description of property awarded (lot/block/plat/section, township, range, county, state)
Andrew J Hellman	Miranda R Hellman	79000013300	333 Trailblazer ST SE Lacey, WA 98503
Lawyer *(name)*: Melissa Denton		represents *(name)*: **Andrew J Hellman**	
Lawyer *(name)*:		represents *(name)*:	

➢ ***The court has made Findings and Conclusions in this case and now Orders:***

3. Marriage

☒ This marriage is dissolved. The Petitioner and Respondent are divorced.

☐ The Petitioner and Respondent are granted a Legal Separation.

☐ This marriage is invalid (annulled).

☐ This marriage is valid (not annulled).

4. Name Changes

☐ Neither spouse asked to change his/her name.

☐ The Petitioner's name is changed to *(new name)*:

first *middle* *last*

☒ The Respondent's name is changed to *(new name)*:

Miranda Rose Tucker-Zamudio
first *middle* *last*

5. Separation Contract

☒ There is no enforceable separation contract.

☐ The spouses must comply with the terms of the separation contract signed on *(date):* . This contract is *(check one):*

☐ attached as an Exhibit and made part of this Order.

☐ **not** filed with the court and is incorporated by reference. *(RCW 26.09.070(5))*

☐ filed with the court as a separate document and is incorporated by reference.

6. Money Judgment *(summarized in section **1** above)*

☒ None.

☐ The *(check one):* ☐ Petitioner ☐ Respondent must pay the other party *(amount)* $. The court grants a judgment for this amount.

The **Interest rate** is 12% unless another amount is listed below.

☐ The interest rate is % because *(explain):*

☐ Other:

7. Real Property (land or home) *(summarized in section **2** above)*

☐ Neither spouse owns any real property.

☐ The real property is divided according to the separation contract described in **5** above.

☐ The real property is divided as listed in Exhibit . This Exhibit is attached and made part of this Order.

☒ The real property is divided as explained below:

Real Property Address	Tax Parcel Number	Given to which spouse as his/her separate property?
333 Trailblazer St SE Lacey, WA 98503		☐ Petitioner ☒ Respondent
		☐ Petitioner ☐ Respondent

		☐ Petitioner ☐ Respondent

☒ The spouse giving up ownership must sign a Quit Claim Deed and Real Estate Excise Tax Affidavit to transfer the real property to the other spouse by *(date):* 15 NOV 2016

☐ The court does not have jurisdiction to divide real property.

☐ Other *(specify):*

8. Petitioner's Personal Property (possessions, assets or business interests of any kind)

X The personal property that Petitioner now has or controls is given to Petitioner as his/her separate property. No transfer of property between Petitioner and Respondent is required.

☐ The personal property listed as Petitioner's in the separation contract described in **5** above is given to Petitioner as his/her separate property.

☐ The personal property listed in Exhibit is given to Petitioner as his/her separate property. This Exhibit is attached and made part of this Order.

☒ The personal property listed below is given to Petitioner as his/her separate property. *(Include vehicles, pensions/retirement, insurance, bank accounts, furniture, businesses, etc. Do not list more than the last four digits of any account number. For vehicles, list year, make, model and VIN or license plate number.)*

1.Individual Retirement accounts -all	5.
2. 2000 Ford Excursion 1FMSU43F7YED45976	6.
3. Individual Bank accounts	7.
4. Individual Life Insurance policies- All	8.

☐ The court does not have jurisdiction to divide personal property.

☐ Other *(specify):*

9. Respondent's Personal Property (possessions, assets or business interests of any kind)

☒ The personal property that Respondent now has or controls is given to Respondent as his/her separate property. No transfer of property between Petitioner and Respondent is required.

☐ The personal property listed as Respondent's in the separation contract described in **5** above is given to Respondent as his/her separate property.

☐ The personal property listed in Exhibit is given to Respondent as his/her separate property. This Exhibit is attached and made part of this Order.

X The personal property listed below is given to Respondent as his/her separate property. *(Include vehicles, pensions/retirement, insurance, bank accounts, furniture, businesses, etc. Do not list more than the last four digits of any account number. For vehicles, list year, make, model and VIN or license plate number.)*

1. Individual Retirement Accts- All	5. Household furniture at 333 Trailblazer ST SE Lacey Wa 98503
2. Individual Life Insurance policies- All	6.
3. Individual Bank accts	7.
4. 2010 Ford Edge 2FMDK4KC6ABA60984	8.

☐ The court does not have jurisdiction to divide personal property.

☐ Other *(specify)*:

10. Petitioner's Debt

The Petitioner must pay all debts s/he has incurred (made) since the date of separation, unless the court makes a different order about a specific debt below. *(Check one)*:

☐ The Petitioner has no debt.

☐ The Petitioner must pay the debts that are now in his/her name.

☐ The Petitioner must pay debts as required by the separation contract described in **5** above.

☐ The Petitioner must pay the debts listed in Exhibit . This Exhibit is attached and made part of this Order.

X The Petitioner must pay all debts listed below:

Debt Amount	**Creditor** (person or company owed this debt)	**account number** (last 4 digits only)
$5,678.28	USAA Federal Savings Bank	0902
$		
$		
$		

☐ The court does not have jurisdiction to divide debts.

☐ Other *(specify):*

11. Respondent's Debt

The Respondent must pay all debts s/he has incurred (taken on) since the date of separation, unless the court makes a different order about a specific debt below. *(Check one):*

☐ The Respondent has no debt.

X The Respondent must pay the debts that are now in his/her name.

☐ The Respondent must pay debts as required by the separation contract described in **5** above.

☐ The Respondent must pay the debts listed in Exhibit . This Exhibit is attached and made part of this Order.

X The Respondent must pay all debts listed below:

Debt Amount	**Creditor** *(person or company owed this debt)*	**account number** (last 4 digits only)
$8,895.39	USAA Federal Saving Bank	5462
$7,139.07	Home Depot	3388
$2,052.22	Capital One	7738
$3,168.17	Best Buy	0008

☐ The court does not have jurisdiction to divide debts.

☐ Other *(specify):*

12. Debt Collection (hold harmless)

☐ Does not apply.

X If one spouse fails to pay a debt as ordered above and the creditor tries to collect the debt from the other spouse, the spouse who was ordered to pay the debt must hold the other spouse harmless from any collection action about the debt. This includes reimbursing the other spouse for any of the debt he/she paid and for attorney fees or costs related to defending against the collection action.

☐ *Other (specify):*

13. Spousal Support (maintenance/alimony)

X No spousal support is ordered.

☐ Spousal support must be paid as required by the separation contract described in **5** above. Spousal support will end when either spouse dies, or the spouse receiving support gets married or registers a new domestic partnership, *unless* the separation contract provides differently.

☐ Spousal support must be paid as described in Exhibit . This Exhibit is attached and made part of this Order. Spousal support will end when either spouse dies, or the spouse receiving support gets married or registers a new domestic partnership, *unless* the Exhibit provides differently.

☐ The *(check one)*: ☐ Petitioner ☐ Respondent must pay spousal support as follows:

Amount:	**Start date:**	**Payment schedule:**
$ each month	*Date 1st payment is due*	*Day(s) of the month each payment is due (for example, "the 5th," "weekly," or "half on the 1st and half on the 15th")*

Termination: Spousal support will end when either spouse dies, or the spouse receiving support gets married or registers a new domestic partnership *unless* a different date or event is provided below:

☐ Date:

☐ Other *(specify)*:

Make all payments to *(check one)*:

☐ the other spouse directly by *(check one)*:

☐ mail to:

Street address or PO box *City* *State* *Zip*

☐ direct deposit/transfer to a bank account identified by the receiving party.

The receiving party must notify the paying party of any address or account change.

☐ the Washington State Support Registry. The Registry will forward the support to the other spouse *(only if child support is also ordered). (If you check this box, also check the "Clerk's action required" box in the caption on page 1.)* ***To the Clerk:*** *forward a copy of this order to WSSR.*

☐ the court clerk, who will forward the support to the other spouse *(only if there is no child support order). (If you check this box, also check the "Clerk's action required" box in the caption on page 1.)*

☐ Other *(specify)*:

☐ **Denied** – The request for an *Order for Protection* is denied. The *Denial Order* is filed separately.

☐ **Renewed/Changed** – The existing *Order for Protection* filed in or combined with this case is renewed or changed as described in following order, filed separately *(check one):*

- ☐ *Order on Renewal of Order for Protection*
- ☐ *Order Modifying/Terminating Order for Protection*

☐ Other:

16. Restraining Order

X No one requested a *Restraining Order.*

☐ **Approved** – The request for a *Restraining Order* is approved. The *Restraining Order* is filed separately.

☐ **Denied** – The request for a *Restraining Order* is denied.

☐ *Check this box if the court previously signed a temporary Restraining Order and is* ***not*** *signing a final Restraining Order in this case. Also check the "Clerk's action required" box in the caption on page 1.*

Name of law enforcement agency where the Protected Person lived when the *Restraining Order* was issued:

To the Clerk: Provide a copy of this Order to the agency listed above within one court day. The law enforcement agency must remove the temporary *Restraining Order* from the state's database.

17. Children of the marriage

☐ The spouses have **no** children together who are still dependent.

X This court has jurisdiction over the children the spouses have together as explained in the *Findings and Conclusions* for this case.

If there are children of both spouses listed in the *Findings and Conclusions* who do not have both spouses listed on their birth certificates, the State Registrar of Vital Statistics is ordered to amend the children's birth certificates to list both spouses as parents upon receipt of a certified copy of this order and the *Findings and Conclusions.*

> *Note* – The court does not forward this order to Vital Statistics. To amend the birth certificate, a party must provide a certified copy of this order and the *Findings and Conclusions* and pay a filing fee to the State Registrar of Vital Statistics (360-236-4347). You may order a copy of the amended birth certificate for an additional fee.

☐ This court does **not** have jurisdiction over the children as explained in the *Findings and Conclusions* for this case.

☐ This court does **not** have jurisdiction over the children as explained in the *Findings and Conclusions* for this case.

18. Parenting Plan

☐ Does not apply. The spouses have no dependent children together, or the court does not have jurisdiction over the children.

X The court signed the final *Parenting Plan* filed separately today or on *(date):*

☐ The guardian ad litem (GAL) is discharged.

19. Child Support

☐ Does not apply. The spouses have no dependent children together, or the court does not have jurisdiction over child support.

☐ **Court Order** – The court signed the final *Child Support Order* and *Worksheets* filed separately today or on *(date):*
Tax exemptions and post-secondary (college or vocational school) support are covered in the Child Support Order.

X **Administrative Order** – The court is **not** issuing a child support order. There is an administrative child support order established by DSHS Division of Child Support (DCS) for the dependent children of this marriage.

DCS child support orders do not cover tax exemptions or post-secondary (college or vocational school) support. Therefore, the court orders:

X **Tax Exemptions** – The parties have the right to claim the children as their dependents on their tax forms as follows *(describe):*

Miranda R.Hellman (Tucker-Zamudio) shall claim Kindall Clara Rose Hellman on all tax forms as long as the custodial parent.

Andrew J. Hellman has no tax claim for Kindall Clara Rose Hellman

For tax years when a non-custodial parent has the right to claim the children, the parents must cooperate to fill out and submit IRS Form 8332 in a timely manner.

> ***Warning!*** *Under federal law, the parent who claims a child as a dependent may owe a tax penalty if the child is not covered by health insurance.*

☐ **Post-secondary (college or vocational school)** –The court orders:

X A parent may ask the court for post-secondary support at a later date, but he/she must file that request before the duty to pay child support ends.

☐ The parents must pay for the children's post-secondary support. The parents will make a post-secondary support plan or the court will order one.

☐ Post-secondary support is **not** required.

☐ Other *(specify):*

Ordered.

Date 10/28/16 *Judge or Commissioner*

Petitioner and Respondent or their lawyers fill out below.

This document *(check any that apply)*:
☐ is an agreement of the parties
☐ is presented by me
☐ may be signed by the court without notice to me

Petitioner signs here **or** *lawyer signs here + WSBA #*

Print Name *Date*

This document *(check any that apply)*:
☐ is an agreement of the parties
X is presented by me
☐ may be signed by the court without notice to me

Respondent signs here **or** *lawyer signs here + WSBA #*

Print Name *Date*

APPENDIX 9

Parenting Plan (Final), Entered October 31, 2016

BROST LAW, PC
1800 COOPER POINT ROAD SW
#18
OLYMPIA, WASHINGTON 98502
EMAIL@BROSTLAW.COM

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Superior Court of Washington, County of Thurston

In re:	
Petitioner/s *(person/s who started this case)*: Andrew J Hellman	No. 16-3-456-34
And Respondent/s *(other party/parties)*: Miranda R Hellman	Parenting Plan (PPP / PPT / PP) ☑ Clerk's action required: **1**.

Parenting Plan

1. This parenting plan is a *(check one)*:

☐ **Proposal** (request) by a parent *(name/s)*:
It is not a signed court order. (PPP)

X **Court order** signed by a judge or commissioner. This is a *(check one)*:

☐ Temporary order. (PPT)

X Final order. (PP)

☐ This final parenting plan changes the last final parenting plan.

2. **Children** – This parenting plan is for the following children:

Child's name	Age	Child's name	Age
1. Kindall Clara Rose Hellman	3	4.	
2.		5.	
3.		6.	

3. Reasons for putting limitations on a parent (under RCW 26.09.191)

a. Abandonment, neglect, child abuse, domestic violence, assault, or sex offense. *(If a parent has any of these problems, the court **must** limit that parent's contact with the children and right to make decisions for the children.)*

☐ Neither parent has any of these problems. (*Skip to **3.b.***)

X A parent has one or more of these problems as follows *(check all that apply):*

☐ **Abandonment** – *(Parent's name):* intentionally abandoned a child listed in **2** for an extended time.

☐ **Neglect** – *(Parent's name):* substantially refused to perform his/her parenting duties for a child listed in **2**.

X **Child Abuse** – *(Parent's name): Andrew J Hellman* (or someone living in that parent's home) abused or threatened to abuse a child. The abuse was *(check all that apply):* X physical ☐ sexual ☐ repeated emotional abuse.

X **Domestic Violence** – *(Parent's name):* Andrew J Hellman (or someone living in that parent's home) has a history of domestic violence as defined in RCW 26.50.010(1).

☐ **Assault** – *(Parent's name):* (or someone living in that parent's home) has assaulted or sexually assaulted someone causing grievous physical harm or fear of such harm.

☐ **Sex Offense** –

☐ *(Parent's name):* has been convicted of a sex offense as an adult.

☐ Someone living in *(parent's name):* 's home has been convicted as an adult or adjudicated as a juvenile of a sex offense.

b. Other problems that may harm the children's best interests. *(If a parent has any of these problems, the court **may** limit that parent's contact with the children and right to make decisions for the children.)*

☐ Neither parent has any of these problems. (*Skip to **4.***)

☐ A parent has one or more of these problems as follows *(check all that apply):*

☐ **Neglect** – *(Parent's name):* neglected his/her parental duties towards a child listed in **2**.

☐ **Emotional or physical problem** – *(Parent's name):* has a long-term emotional or physical problem that gets in the way of his/her ability to parent.

☐ **Substance Abuse** – *(Parent's name):* has a long-term problem with drugs, alcohol, or other substances that gets in the way of his/her ability to parent.

☐ **Lack of emotional ties** – *(Parent's name):* has few or no emotional ties with a child listed in **2.**

☐ **Abusive use of conflict** – *(Parent's name):* uses conflict in a way that endangers or damages the psychological development of a child listed in **2.**

☐ **Withholding the child** – *(Parent's name):* has kept the other parent away from a child listed in **2** for a long time, without a good reason.

☐ **Other** *(specify):*

4. Limitations on a parent

☐ Does not apply. There are no reasons for limitations checked in **3.a. or 3.b.** above. *(Skip to **5.**)*

☐ **No limitations despite reasons** *(explain why there are no limitations on a parent even though there are reasons for limitations checked in **3a. or 3.b.** above)*:

X **The following limits or conditions apply to** *(parent's name): (check all that apply):*

☐ No contact with the children.

X Limited contact as shown in the Parenting Time Schedule (sections **8 – 11**) below.

☐ Limited contact as follows *(specify schedule, list all contact here **instead** of in a Parenting Time Schedule, skip sections **8 – 11**)*:

☐ **Supervised contact.** All parenting time shall be supervised. Any costs of supervision must be paid by *(name)*:

The supervisor shall be:

☐ a professional supervisor *(name)*:

☐ a non-professional supervisor *(name)*:

The dates and times of supervised contact will be:

☐ as shown in the Parenting Time Schedule (sections **8 – 11**) below.

☐ as follows *(specify)*:

(Specific rules for supervision, if any): __

☐ Other limitations or conditions during parenting time *(specify)*:

☐ **Evaluation or treatment required.** *(Name):* Andrew J Hellman must:

☐ be evaluated for:

X start (or continue) and comply with treatment:

X as recommended by the evaluation.

☐ as follows *(specify kind of treatment and any other details):*

☐ provide a copy of the evaluation and compliance reports *(specify details):*

If this parent does not follow the evaluation or treatment requirements above, then *(what happens):*

5. Decision-making

When the children are with you, you are responsible for them. You can make day-to-day decisions for the children when they are with you, including decisions about safety and emergency health care. Major decisions must be made as follows.

a. Who can make major decisions about the children?

Type of Major Decision	Joint *(parents make these decisions together)*	Limited *(only the parent named below has authority to make these decisions)*
School / Educational	☐	X*(Name):* Miranda Hellman
Health care (not emergency)	☐	X*(Name):* Miranda Hellman
Other:	☐	☐ *(Name):*
Other:	☐	☐ *(Name):*
Other:	☐	☐ *(Name):*

b. Reasons for limits on major decision-making, if any:

☐ There are no reasons to limit major decision-making.

X Major decision-making **must** be limited because one of the parents has problems as described in **3.a.** above.

☐ Major decision-making **should** be limited because *(check all that apply)*:

☐ Both parents are against shared decision-making.

☐ One of the parents does not want to share decision-making and this is reasonable because of:

☐ problems as described in **3.b.** above.

☐ the history of each parent's participation in decision-making.

☐ the parents' ability and desire to cooperate with each other in decision-making.

☐ the distance between the parents' homes makes it hard to make timely decisions together.

6. Dispute Resolution – If you and the other parent disagree...

From time to time, the parents may have disagreements about shared decisions or about what parts of this parenting plan mean.

a. To solve disagreements about this parenting plan, the parents will go to *(check one)*:

X the dispute resolution provider below (before they may go to court):

X Mediation *(mediator or agency name)*:
If there are domestic violence issues, you may only use mediation if the victim asks for mediation, mediation is a good fit for the situation, and the victim can bring a support person to mediation.

☐ Arbitration *(arbitrator or agency name)*:

☐ Counseling *(counselor or agency name)*:

If a dispute resolution provider is not named above, or if the named provider is no longer available, the parents may agree on a provider or ask the court to name one.

Important! Unless there is an emergency, the parents must participate in the dispute resolution process listed above in good faith, before going to court. This section does **not** apply to disagreements about money or support.

☐ Court (without having to go to mediation, arbitration, or counseling).
*(If you check this box, skip to section **7** below, do not fill out **6.b.**)*

b. If mediation, arbitration, or counseling is required, one parent must notify the other parent by *(check one)*: X certified mail ☐ other *(specify)*:

The parents will pay for the mediation, arbitration, or counseling services as follows *(check one)*:

X *(Name)*: Andrew J Hellman will pay 50 %,

(Name): Miranda R Hellman will pay 50 %.

☐ based on each parents' Proportional Share of Income (percentage) from line 6 of the *Child Support Worksheet*.

☐ as decided through the dispute resolution process.

What to expect in the dispute resolution process:

- Preference shall be given to carrying out the parenting plan.
- If you reach an agreement, it must be put into writing, signed, and both parents must get a copy.
- If the court finds that you have used or frustrated the dispute resolution process without a good reason, the court can order you to pay financial sanctions (penalties) including the other parent's legal fees.
- You may go back to court if the dispute resolution process doesn't solve the disagreement or if you disagree with the arbitrator's decision.

7. Custodian

The custodian is *(name)*: Miranda R Hellman solely for the purpose of all state and federal statutes which require a designation or determination of custody. Even though one parent is called the custodian, this does not change the parenting rights and responsibilities described in this plan.

(Washington law generally refers to parenting time and decision-making, rather than custody. However, some state and federal laws require that one person be named the custodian. The custodian is the person with whom the children are scheduled to spend more of their time.)

➢ ***Parenting Time Schedule*** *(Residential Provisions)*

Check one:

☐ ***Skip*** *the parenting time schedule in sections* ***8 - 11*** *if one parent has no contact with the children other than what is described in section* ***4*** *– Limitations.*

The children live with *(name)*: except as described in section **4**.

X ***Complete*** *the parenting time schedule in sections* ***8 - 11***.

8. School Schedule

a. Children under School-Age

☐ Does not apply. All children are school-age.

☐ The schedule for children under school-age is the same as for school-age children.

X Children under school-age are scheduled to live with *(name): Miranda Hellman*

,

except when they are scheduled to live with *(name): Andrew J Hellman* on *(check all that apply):*

☐ WEEKENDS: ☐ every week ☐ every other week ☐ other *(specify):*

from (day) at : .m.

from (day) at : .m. to (day) at : .m.

X WEEKDAYS: ☐ every week X every other week ☐ other *(specify):*

from (day)Tuesday at 09 :30 a.m. to (day) Thursday at 09 :30 a .m.

from (day) at : .m. to (day) at : .m.

☐ OTHER *(specify):*

X Other *(specify)*: Due to the child's minimal contact with Andrew J Hellman, the proposed schedule shall be phased in over a period of 3 months according to the attached calendar. Phase in time shall begin the first full week after the order has been signed and the Protection order has been modified. Father must complete successfully DV treatment before the schedule begins. There will be a gradual phase-in of the schedule over 3 months.

CW

b. School-Age Children

This schedule will apply when *(check one):* ☐ the youngest child ☐ the oldest child X each child begins:

(check one): X Kindergarten ☐ 1st grade ☐ Other:

The children are scheduled to live with *(name): Miranda R Hellman* ,

except when they are scheduled to live with *(name):* on

(check all that apply):

☐ WEEKENDS: ☐ every week ☐ every other week ☐ other *(specify):*

from (day) at : .m. to (day) at : .m.

from (day) at : .m. to (day) at : .m.

☐ WEEKDAYS: ☐ every week ☐ every other week ☐ other *(specify):*

from (day) at : .m. to (day) at : .m.

from (day) at : .m. to (day) at : .m.

☐ OTHER *(specify)*:

X Other *(specify)*: School age schedule shall be determined in mediation prior to child reaching school age.

9. Summer Schedule

Summer begins and ends ☐ according to the school calendar. X as follows:

X The Summer Schedule is the **same** as the School Schedule. *(Skip to **10.**)*

☐ The Summer Schedule is the **same** as the School Schedule **except** that each parent shall spend weeks of uninterrupted vacation time with the children each summer. The parents shall confirm their vacation schedules in writing by the end of *(date)* each year. *(Skip to **10.**)*

☐ The Summer Schedule is **different** than the School Schedule. The Summer Schedule will begin the summer before:
(check one): ☐ the youngest child ☐ the oldest child ☐ each child
begins *(check one)*: ☐ Kindergarten ☐ 1st grade ☐ Other:

During the summer the children are scheduled to live with *(name)*: ,
except when they are scheduled to live with *(name)*: on
(check all that apply):

☐ WEEKENDS: ☐ every week ☐ every other week ☐ other *(specify)*:

from (day) at : .m. to (day) at : .m.

from (day) at : .m. to (day) at : .m.

☐ WEEKDAYS: ☐ every week ☐ every other week ☐ other *(specify)*:

from (day) at : .m. to (day) at : .m.

from (day) at : .m. to (day) at : .m.

☐ OTHER *(specify)*:

10. Holiday Schedule (includes school breaks)

X The Holiday Schedule is the **same** as the School and Summer Schedules above for all holidays and school breaks. *(Skip to **11.**)*

☐ This is the Holiday Schedule for ☐ all children ☐ school-age children only:
(Put one parent's name in each column and fill out when the children will be with that parent for holidays and school breaks.)

Holiday	Children with *(name)*:	Children with *(name)*:
Martin Luther King Jr. Day	☐ Odd Years ☐ Even Years ☐ Every Yr. Begin day/time: End day/time:	☐ Odd Years ☐ Even Years ☐ Every Yr. Begin day/time: End day/time:
	☐ With the parent who has the children for the attached weekend ☐ Other plan:	
Presidents' Day	☐ Odd Years ☐ Even Years ☐ Every Yr. Begin day/time: End day/time:	☐ Odd Years ☐ Even Years ☐ Every Yr. Begin day/time: End day/time:
	☐ With the parent who has the children for the attached weekend ☐ Other plan:	
Mid-winter Break	☐ Odd Years ☐ Even Years ☐ Every Yr. Begin day/time: End day/time.	☐ Odd Years ☐ Even Years ☐ Every Yr. Begin day/time: End day/time:
	☐ Each parent has the children for the half of break attached to his/her weekend. The children must be exchanged on Wednesday at *(time)*: ☐ Other plan:	
Spring Break	☐ Odd Years ☐ Even Years ☐ Every Yr. Begin day/time: End day/time:	☐ Odd Years ☐ Even Years ☐ Every Yr. Begin day/time: End day/time:

	☐ Each parent has the children for the half of break attached to his/her weekend. The children must be exchanged on Wednesday at *(time)*: . ☐ Other plan:	
Mother's Day	☐ Odd Years ☐ Even Years ☐ Every Yr. Begin day/time: End day/time:	☐ Odd Years ☐ Even Years ☐ Every Yr. Begin day/time: End day/time:
	☐ Other plan:	
Memorial Day	☐ Odd Years ☐ Even Years ☐ Every Yr. Begin day/time: End day/time:	☐ Odd Years ☐ Even Years ☐ Every Yr. Begin day/time: End day/time:
	☐ With the parent who has the children for the attached weekend ☐ Other plan:	
Father's Day	☐ Odd Years ☐ Even Years ☐ Every Yr. Begin day/time: End day/time:	☐ Odd Years ☐ Even Years ☐ Every Yr. Begin day/time: End day/time:
	☐ Other plan:	
Fourth of July	☐ Odd Years ☐ Even Years ☐ Every Yr. Begin day/time: End day/time:	☐ Odd Years ☐ Even Years ☐ Every Yr. Begin day/time: End day/time:
	☐ Follow the Summer Schedule in section **9.** ☐ Other plan:	
Labor Day	☐ Odd Years ☐ Even Years ☐ Every Yr. Begin day/time:	☐ Odd Years ☐ Even Years ☐ Every Yr. Begin day/time:

	End day/time:	End day/time:
	☐ With the parent who has the children for the attached weekend ☐ Other plan:	
Thanksgiving Day / Break	☐ Odd Years ☐ Even Years ☐ Every Yr. Begin day/time: End day/time:	☐ Odd Years ☐ Even Years ☐ Every Yr. Begin day/time: End day/time:
	☐ Other plan:	
Winter Break	☐ Odd Years ☐ Even Years ☐ Every Yr. Begin day/time: End day/time:	☐ Odd Years ☐ Even Years ☐ Every Yr. Begin day/time: End day/time:
	☐ Other plan:	
Christmas Eve	☐ Odd Years ☐ Even Years ☐ Every Yr. Begin day/time: End day/time:	☐ Odd Years ☐ Even Years ☐ Every Yr. Begin day/time: End day/time:
	☐ Follow the Winter Break schedule above. ☐ Other plan:	
Christmas Day	☐ Odd Years ☐ Even Years ☐ Every Yr. Begin day/time: End day/time:	☐ Odd Years ☐ Even Years ☐ Every Yr. Begin day/time: End day/time:
	☐ Follow the Winter Break schedule above. ☐ Other plan:	
New Year's	☐ Odd Years ☐ Even Years ☐	☐ Odd Years ☐ Even Years ☐ Every

Eve / New Year's Day *(odd/even is based on New Year's Day)*	Every Yr. Begin day/time: End day/time: _____	Yr. Begin day/time: _____ End day/time:
	☐ Follow the Winter Break schedule above. ☐ Other plan:	
Children's Birthdays	☐ Odd Years ☐ Even Years ☐ Every Yr. Begin day/time: End day/time: _____	☐ Odd Years ☐ Even Years ☐ Every Yr. Begin day/time: _____ End day/time:
	☐ Other plan:	
All three-day weekends not listed elsewhere	*(Federal holidays, school in-service days, etc.)* ☐ The children shall spend any unspecified holiday or non-school day with the parent who has them for the attached weekend. ☐ Other plan:	
Other occasion Important to the family: _____	☐ Odd Years ☐ Even Years ☐ Every Yr. Begin day/time: End day/time: _____	☐ Odd Years ☐ Even Years ☐ Every Yr. Begin day/time: _____ End day/time:
	☐ Other plan:	
Other occasion important to the family: _____	☐ Odd Years ☐ Even Years ☐ Every Yr. Begin day/time: End day/time: _____	☐ Odd Years ☐ Even Years ☐ Every Yr. Begin day/time: _____ End day/time:
	☐ Other plan:	

11. Conflicts in Scheduling

The Holiday Schedule must be observed over all other schedules. If there are conflicts within the Holiday Schedule *(check all that apply):*

☐ Named holidays shall be followed before school breaks.

☐ Children's birthdays shall be followed before named holidays and school breaks.

☐ Other *(specify):*

12. Transportation Arrangements

The children will be exchanged for parenting time (picked up and dropped off) at:

☐ each parent's home

X school or day care when in session

☐ other location *(specify)*:

Who is responsible for arranging transportation?

X The **picking up** parent – The parent who is about to **start** parenting time with the children must arrange to have the children picked up.

X The **dropping off** parent – The parent whose parenting time is **ending** must arrange to have the children dropped off.

Other details (if any):

13. Moving with the Children (Relocation)

If the custodian plans to move, s/he **must notify** every person who has court-ordered time with the children.

Move to a different school district

If the move is to a different school district, the custodian must complete the form *Notice of Intent to Move with Children* (FL Relocate 701) and deliver it at least **60 days** before the intended move.

Exceptions:

- If the custodian could not reasonably have known enough information to complete the form in time to give 60 days' notice, the custodian must give notice within **5 days** after learning the information.
- If the custodian is relocating to a domestic violence shelter or moving to avoid a clear, immediate and unreasonable risk to health or safety, notice may be delayed **21 days.**

- If information is protected under a court order or the address confidentiality program, it may be withheld from the notice.
- A custodian who believes that giving notice would put her/himself or a child at unreasonable risk of harm, may ask the court for permission to leave things out of the notice or to be allowed to move without giving notice. Use form *Motion to Limit Notice of Intent to Move with Children (Ex Parte)* (FL Relocate 702).

The *Notice of Intent to Move with Children* can be delivered by having someone personally serve the other party or by any form of mail that requires a return receipt.

If the custodian wants to change the *Parenting Plan* because of the move, s/he must deliver a proposed *Parenting Plan* together with the *Notice*.

Move within the same school district

If the move is within the *same* school district, the custodian still has to let the other parent know. However, the notice does not have to be served personally or by mail with a return receipt. Notice to the other party can be made in any reasonable way. No specific form is required.

Warning! If you do not notify...

A custodian who does not give the required notice may be found in contempt of court. If that happens the court can impose sanctions. Sanctions can include requiring the custodian to bring the children back if the move has already happened, and ordering the custodian to pay the other side's costs and lawyer's fees.

Right to object

A person who has court-ordered time with the children can object to a move to a different school district and/or to the custodian's proposed *Parenting Plan*. If the move is within the same school district, the other party doesn't have the right to object to the move, but s/he may ask to change the *Parenting Plan* if there are adequate reasons under the modification law (RCW 26.09.260).

An objection is made by filing the *Objection about Moving with Children and Petition about Changing a Parenting/Custody Order (Relocation)* (form FL Relocate 721). File your *Objection* with the court and serve a copy on the custodian and anyone else who has court-ordered time with the children. Service of the *Objection* must be by personal service or by mailing a copy to each person by any form of mail that requires a return receipt. The *Objection* must be filed and served no later than **30 days** after the *Notice of Intent to Move with Children* was received.

Right to move

During the 30 days after the *Notice* was served, the custodian may not move to a different school district with the children unless s/he has a court order allowing the move.

After the 30 days, if no *Objection* is filed, the custodian may move with the children without getting a court order allowing the move.

After the 30 days, if an *Objection* has been filed, the custodian may move with the children **pending** the final hearing on the *Objection* **unless**:

- The other party gets a court order saying the children cannot move, or
- The other party has scheduled a hearing to take place no more than 15 days after the date the *Objection* was served on the custodian. (However, the custodian may ask the court for an order allowing the move even though a hearing is pending if the custodian believes that s/he or a child is at unreasonable risk of harm.)

The court may make a different decision about the move at a final hearing on the *Objection*.

Parenting Plan after move

If the custodian served a proposed *Parenting Plan* with the *Notice*, **and** if no *Objection* is filed within 30 days after the *Notice* was served (or if the parties agree):

- Both parties may follow that proposed plan without being held in contempt of the *Parenting Plan* that was in place before the move. However, the proposed plan cannot be enforced by contempt unless it has been approved by a court.
- Either party may ask the court to approve the proposed plan. Use form *Ex Parte Motion for Final Order Changing Parenting Plan – No Objection to Moving with Children* (FL Relocate 706).

Forms

You can find forms about moving with children at:

- The Washington State Courts' website: *www.courts.wa.gov/forms*,
- The Administrative Office of the Courts – call: (360) 705-5328,
- Washington LawHelp: *www.washingtonlawhelp.org*, or
- The Superior Court Clerk's office or county law library (for a fee).

(This is a summary of the law. The complete law is in RCW 26.09.430 through 26.09.480.)

14. Other

15. Proposal

CW. ☒ Does not approve. This is a court order.

~~X This is a proposed~~ (requested) parenting plan. (*The parent/s requesting this plan must read and sign below.)*

I declare under penalty of perjury under the laws of the state of Washington that this plan was proposed in good faith and that the information in section **3** above is true.

Parent requesting plan signs here Signed at *(city and state)*

Other parent requesting plan (if agreed) signs here Signed at *(city and state)*

16. Court Order

☐ Does not apply. This is a proposal.

X This is a court order (if signed by a judge or commissioner below).

Findings of Fact – Based on the pleadings and any other evidence considered:

The Court adopts the statements in section **3** (Reasons for putting limitations on a parent) as its findings.

☐ The Court makes additional findings which are:

☐ contained in an order or findings of fact entered at the same time as this *Parenting Plan.*

☐ attached as Exhibit A as part of this *Parenting Plan.*

☐ other:

Conclusions of Law – This *Parenting Plan* is in the best interest of the children.

☐ Other:

Order – The parties must follow this *Parenting Plan.*

Date 10/28/16 *Judge or Commissioner signs here*

Warning! If you don't follow this *Parenting Plan*, the court may find you in contempt (RCW 26.09.160). You still have to follow this *Parenting Plan* even if the other parent doesn't.

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.

If this is a court order, the parties and/or their lawyers (and any GAL) sign below.

This order *(check any that apply):*
☐ is an agreement of the parties.
☐ is presented by me.
☐ may be signed by the court without notice to me.

Petitioner signs here **or** *lawyer signs here + WSBA #*

This order *(check any that apply):*
☐ is an agreement of the parties.
☐ is presented by me.
☐ may be signed by the court without notice to me.

Respondent signs here **or** *lawyer signs here + WSBA #*

Print Name *Date* *Print Name* *Date*

This order *(check any that apply)*:
☐ is an agreement of the parties.
☐ is presented by me.
☐ may be signed by the court without notice to me.

This order *(check any that apply)*:
☐ is an agreement of the parties.
is presented by me.
☐ may be signed by the court without notice to me.

Other party signs here **or** *lawyer signs here + WSBA #*

Other party **or** *Guardian ad Litem signs here*

Print Name *Date* *Print Name* *Date*

Jul 2016	3	4 Independence Day	5	6	7	8	9
	10	11	12	13	14	15	16
	17	18	19	20	21	22	23
	24	25	26	27	28	29	30
	31	1	2	3	4	5	6
Aug 2016	7 International Friendship Day	8	9	10	11	12	13
	14	15	16	17	18	19	20
	21	22	23	24	25	26	27
	28	29	30	31	1	2	3
Sep 2016	4	5 Labor Day	6	7	8	9	10
	11 Patriot Day	12	13	14	15	16	17
	18	19	20 Pick up at 0900 Drop off at 1630	21	22 Fall begins	23	24
	Meet at 0900 Meet at 1300	26	27	28	29	30	1
Oct 2016	2	3	4 Pick up at 0900 Drop off at 1630	5	6	7	8

	Meet at 0900 Meet at 1300	10 Columbus Day	11	12	13	14	15
	16	17	18	19	20	21	22
	23	24	25 Pick up at 0900 Drop off at 1630	26	27	28	29
	Meet at 0900 Meet at 1300	31 Halloween	1	2	3	4	5
Nov 2016	6 Daylight Saving Time Ends	7	8 Pick up at 0900 Drop off at 1630	9	10	11 Veterans' Day	12
	Meet at 0900 Meet at 1300	14	15	16	17 Great American Smokeout	18	19
	20	21	22 Pick up at 0900	23 Drop off at 1630	24 Thanksgiving Day	25	26
	27	28	29	30	1	2	3
Dec 2016	4	5	6 Pick up at 0900	7 Drop off at 1630	8	9	10
	11	12	13	14	15	16	17
	18	19	20 pick up at 0900	21 Drop off 1630	22	23	24
	25 Christmas	26	27	28	29	30	31

APPENDIX 10

Thurston Country Local Court Rule, LSPR 94.03D

BROST LAW, PC
1800 COOPER POINT ROAD SW
#18
OLYMPIA, WASHINGTON 98502
EMAIL@BROSTLAW COM

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LSPR 94.03D SETTLEMENT AND PRETRIAL CONFERENCES

(a) **Settlement Conferences.**

(1) *Requirement.* All contested family law cases shall be set for settlement conference before assignment of a trial date, unless otherwise ordered by the court. Upon filing of notice for settlement conference setting, the court shall assign the earliest available date. The case must be at issue before the settlement conference setting. In dissolution actions, paternity, and nonparental custody actions, if a settlement conference setting has not been requested within four months from the date the action was filed, the court may order a settlement conference setting with notice to the parties or counsel of record.

(2) *Scheduling.*

(A) To initiate the setting of a settlement conference, the moving party must file a Note for Settlement Conference and set the matter for hearing in accordance with the court's calendar. The scheduling shall occur within 120 days of the filing of the first responsive pleading, unless required mediation has not been completed. The Note for and Response to Settlement Conference setting may be found in the forms appendix. The note for hearing must be filed fourteen days before the date scheduled for the hearing.

(B) The responding party to a Note for Settlement Conference Setting must file a Note for and Response to Settlement Conference Setting seven days before the date scheduled for the hearing. The Note for and Response to Settlement Conference Setting may be found in the forms appendix.

(C) A party may object that a case is not ready for a settlement conference by filing and serving an objection no later than noon, three court days preceding the date noted. The matter shall then be referred to a judge to determine whether the case is ready for a settlement conference. The court may require a hearing. If the matter is determined to be ready for settlement conference setting, the case will be returned to the case scheduler for settlement conference assignment. Otherwise, the judge may order a date by which the case shall be made ready for settlement conference setting. The court may also determine, on its own motion, that the case is not ready for a settlement conference.

(3) *Attendance and Preparation Required.* The parties and their attorneys shall personally attend the settlement conference unless other arrangements are approved by the court prior to the settlement conference. At the settlement conference, each party shall be prepared to address the unresolved issues and negotiate settlement of the case in good faith.

(4) *Mandatory Discovery.* Parties shall exchange, as appropriate, the following documents no later than fourteen days before the conference. If a document is not produced, a brief explanation of why it is not produced is required:

(A) complete individual or joint tax returns for the past two calendar years, together with all schedules, 1099s and similar statements of income, and W-2s;

(B) complete partnership and/or corporate tax returns for the past two years together with all schedules and attachments for all partnerships and corporations in which a party has had an interest of five per cent or greater;

(C) all pay stubs showing income for the past six months or since January 1 of the calendar year, whichever period is longer;

(D) a copy of the most recent statements and a copy of statements current as of the date of the parties' separation, of balances due on mortgages, real estate purchase

contracts, deeds of trust, installment purchase contracts, time payment accounts, credit cards, and other debt owed by or to the parties;

(E) the most recent employers' Employee Retirement Income Security Act (ERISA) statement and a statement of contributions since that statement of any pension plan of either party; the most recent statements, and statements as of the date of separation, for any Individual Retirement Account (IRA), Simplified Employee Pension plan (SEP), deferred compensation account, or other defined contribution "retirement" account;

(F) a written appraisal of any real estate and/or personal property of special, unusual, or extraordinary value, or a summary of the evidence that will be relied upon to value such items;

(G) the most recent National Automobile Dealers Association (N.A.D.A.) Official Used Car Guide, or other similar vehicle appraisal guide showing both average loan or wholesale and retail values for any automobiles;

(H) a summary of the source and tracing of any property asserted to be the separate property of either party;

(I) a statement from each life insurance company issuing a policy of insurance on the life of either party as to its cash value and any loans against its cash value;

(J) a written appraisal/business evaluation of any proprietorship, partnership, or closely held corporation of the parties, or a summary of the evidence that will be relied upon to value the same; and

(K) expert witnesses shall be disclosed no later than at the time of the discovery exchange.

(5) *Settlement Conference Statement.* Each party shall serve upon the other party and provide to the court a settlement conference statement no later than fourteen calendar days prior to the settlement conference, unless the parties agree to a shorter period of time. The shorter period for exchange shall not be less than seven calendar days before the settlement conference. The settlement conference statement should be in a form similar to that contained in the Forms Appendix - Family and Juvenile Court Forms. Parties may supplement the information provided in the preferred form with a written statement further describing the issues.

(6) *Sanctions.* If a party fails to comply with the provisions of (3), (4), and (5) above, then the court may immediately impose sanctions not to exceed $500.

(7) *Other Documents.* If child support or a parenting plan is at issue in the action, a proposed child support worksheet and a proposed final parenting plan shall be attached to the settlement conference statement of each party.

(8) *Negotiations Before Settlement Conference.* After the settlement conference statements are served, the parties are encouraged to negotiate and exchange additional documentation. Parties may file supplemental settlement conference statements at any time prior to the settlement conference if the party's analysis or proposal to resolve all issues has changed after reviewing the other party's settlement conference statement. If the parties are able to resolve all issues prior to the settlement conference, they should appear at the conference prepared to present testimony and enter final orders completing the dissolution or to put the settlement agreement on the record.

(9) *Completion.* At the completion of a settlement conference, the court shall schedule a hearing for presentation of final papers if settlement is achieved, schedule a continuation of the settlement conference if warranted and time is available, or schedule the matter for trial.

(10) *Negotiations After Settlement Conference.* If the settlement conference does not result in complete resolution of the case, each party shall submit to the other a written settlement proposal addressing all unresolved issues. This offer shall be submitted within 30 days after the settlement conference, but not less than 21 days before trial.

(b) **Pretrial Conferences**

(1) *Requirement.* All family law (RCW titles 26.09, 26.10, and 26.26), dependency, and termination of parental rights actions shall have a pretrial conference with the trial judge prior to trial. Other cases set for an evidentiary hearing at Family and Juvenile Court may have a pretrial conference if requested by the trial judge. This rule does not apply to juvenile offender proceedings.

(2) *Scheduling.* The pretrial conference shall be held within three weeks of trial. The date of the pretrial conference shall be included on the Case Schedule Order in dependency and termination cases.

(3) *Subjects for the Conference.* The pretrial conference shall address:

(A) the length of the trial, including opening and closing;

(B) confirmation of witnesses and coordination of scheduling;

(C) identification of exhibits and agreement on admission where possible; and

(D) discussion of anticipated pretrial motions or problems.

(4) *Attendance.* Attorneys for the State and the parents shall be required to attend the pretrial conference in dependency and termination cases. Attorneys for the parties and the parties shall be required to attend the pretrial conference in family law cases.

[Adopted effective September 1, 2010. Amended effective September 1, 2011; September 1, 2013.]

APPENDIX 11

Code of Judicial Conduct, Canon 2

BROST LAW, PC
1800 COOPER POINT ROAD SW
#18
OLYMPIA, WASHINGTON 98502
EMAIL@BROSTLAW.COM

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CANON 2

A JUDGE SHOULD PERFORM THE DUTIES OF JUDICIAL OFFICE IMPARTIALLY, COMPETENTLY, AND DILIGENTLY.

RULE 2.1
Giving Precedence to the Duties of Judicial Office

The duties of judicial office, as prescribed by law,* shall take precedence over all of a judge's personal and extrajudicial activities.

COMMENT

[1] To ensure that judges are available to fulfill their judicial duties, judges must conduct their personal and extrajudicial activities to minimize the risk of conflicts that would result in frequent disqualification. See Canon 3.

[2] Although it is not a duty of judicial office unless prescribed by law, judges are encouraged to participate in activities that promote public understanding of and confidence in the justice system.

RULE 2.2
Impartiality and Fairness

A judge shall uphold and apply the law,* and shall perform all duties of judicial office fairly and impartially.*

COMMENT

[1] To ensure impartiality and fairness to all parties, a judge must be objective and open-minded.

[2] Although each judge comes to the bench with a unique background and personal philosophy, a judge must interpret and apply the law without regard to whether the judge approves or disapproves of the law in question.

[3] When applying and interpreting the law, a judge sometimes may make good-faith errors of fact or law. Errors of this kind do not violate this Rule.

[4] It is not a violation of this Rule for a judge to make reasonable accommodations to ensure pro se litigants the opportunity to have their matters fairly heard.

RULE 2.3
Bias, Prejudice, and Harassment

(A) A judge shall perform the duties of judicial office, including administrative duties, without bias or prejudice.

(B) A judge shall not, in the performance of judicial duties, by words or conduct manifest bias or prejudice, or engage in harassment, and shall not permit court staff, court officials, or others subject to the judge's direction and control to do so.

(C) A judge shall require lawyers in proceedings before the court to refrain from manifesting bias or prejudice, or engaging in harassment, against parties, witnesses, lawyers, or others.

(D) The restrictions of paragraphs (B) and (C) do not preclude judges or lawyers from making reference to factors that are relevant to an issue in a proceeding.

COMMENT

[1] A judge who manifests bias or prejudice in a proceeding impairs the fairness of the proceeding and brings the judiciary into disrepute.

[2] Examples of manifestations of bias or prejudice include but are not limited to epithets; slurs; demeaning nicknames; negative stereotyping; attempted humor based upon stereotypes; threatening, intimidating, or hostile acts; suggestions of connections between race, ethnicity, or nationality and crime; and irrelevant references to personal characteristics. Even facial expressions and body language can convey to parties and lawyers in the proceeding, jurors, the media, and others an appearance of bias or prejudice. A judge must avoid conduct that may reasonably be perceived as prejudiced or biased.

[3] Harassment, as referred to in paragraphs (B) and (C), is verbal or physical conduct that denigrates or shows hostility or aversion toward a person on bases such as race, sex, gender, religion, national origin, ethnicity, disability, age, sexual orientation, marital status, socioeconomic status, or political affiliation.

[4] Sexual harassment includes but is not limited to sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature that is unwelcome.

[5] "Bias or prejudice" does not include references to or distinctions based upon race, color, sex, religion, national origin, disability, age, marital status, changes in marital status, pregnancy, parenthood, sexual orientation, or social or economic status when these factors are legitimately relevant to the advocacy or decision of the proceeding, or, with regard to administrative matters, when these factors are legitimately relevant to the issues involved.

RULE 2.4
External Influences on Judicial Conduct

(A) A judge shall not be swayed by public clamor, or fear of criticism.

(B) A judge shall not permit family, social, political, financial, or other interests or relationships to influence the judge's judicial conduct or judgment.

(C) A judge shall not convey or authorize others to convey the impression that any person or organization is in a position to influence the judge.

COMMENT

[1] Judges shall decide cases according to the law and facts, without regard to whether particular laws or litigants are popular or unpopular with the public, the media, government officials, or the judge's friends or family.

RULE 2.5
Competence, Diligence, and Cooperation

(A) A judge shall perform judicial and administrative duties, competently and diligently.

(B) A judge shall cooperate with other judges and court officials in the administration of court business.

COMMENT

[1] Competence in the performance of judicial duties requires the legal knowledge, skill, thoroughness, and preparation reasonably necessary to perform a judge's responsibilities of judicial office.

[2] In accordance with GR 29, a judge should seek the necessary docket time, court staff, expertise, and resources to discharge all adjudicative and administrative responsibilities.

[3] Prompt disposition of the court's business requires a judge to devote adequate time to judicial duties, to be punctual in attending court and expeditious in determining matters under submission, and to take reasonable measures to ensure that court officials, litigants, and their lawyers cooperate with the judge to that end.

[4] In disposing of matters promptly and efficiently, a judge must demonstrate due regard for the rights of parties to be heard and to have issues resolved without unnecessary cost or delay. A judge should monitor and supervise cases in ways that reduce or eliminate dilatory practices, avoidable delays, and unnecessary costs.

RULE 2.6
Ensuring the Right to Be Heard

(A) A judge shall accord to every person who has a legal interest in a proceeding, or that person's lawyer, the right to be heard according to law.*

(B) Consistent with controlling court rules, a judge may encourage parties to a proceeding and their lawyers to settle matters in dispute but should not act in a manner that coerces any party into settlement.

COMMENT

[1] The right to be heard is an essential component of a fair and impartial system of justice. Substantive rights of litigants can be protected only if procedures protecting the right to be heard are observed.

[2] The judge plays an important role in overseeing the settlement of disputes, but should be careful that efforts to further settlement do not undermine any party's right to be heard according to law. The judge should keep in mind the effect that the judge's participation in settlement discussions may have, not only on the judge's own views of the case, but also on the perceptions of the lawyers and th e parties if the case remains with the judge after settlement efforts are unsuccessful. Among the factors that a judge should consider when deciding upon an appropriate settlement practice for a case are (1) whether the parties have requested or voluntarily consented to a certain level of participation by the judge in settlement discussions, (2) whether the parties and their counsel are relatively sophisticated in legal matters, (3) whether the case will be tried by the judge or a jury, (4) whether the parties participate with their counsel in settlement discussions, (5) whether any parties are unrepresented by counsel, and (6) whether the matter is civil or criminal.

[3] Judges must be mindful of the effect settlement discussions can have, not only on their objectivity and impartiality, but also on the appearance of their objectivity and impartiality. Despite a judge's best efforts, there may be instances when information obtained during settlement discussions could influence a judge's decision making during trial, and, in such instances, the judge should consider whether disqualification or recusal may be appropriate See Rule 2.11(A)(1).

RULE 2.7
Responsibility to Decide

A judge shall hear and decide matters assigned to the judge, except when disqualification or recusal is required by Rule 2.11 or other law.*

COMMENT

[1] Judges must be available to decide the matters that come before the court. Although there are times when disqualification is necessary to protect the rights of litigants and preserve public confidence in the independence, integrity, and impartiality of the judiciary, judges must be available to decide matters that come before the courts.

Unwarranted disqualification may bring public disfavor to the court and to the judge personally. The dignity of the court, the judge's respect for fulfillment of judicial duties, and a proper concern for the burdens that may be imposed upon the judge's colleagues require that a judge not use disqualification or recusal to avoid cases that present difficult, controversial, or unpopular issues.

RULE 2.8
Decorum, Demeanor, and Communication with Jurors

(A) A judge shall require order and decorum in proceedings before the court.

(B) A judge shall be patient, dignified, and courteous to litigants, jurors, witnesses, lawyers, court staff, court officials, and others with whom the judge deals in an official capacity, and shall require similar conduct of lawyers, court staff, court officials, and others subject to the judge's direction and control.

(C) A judge shall not commend or criticize jurors for their verdict other than in a court order or opinion in a proceeding.

COMMENT

[1] The duty to hear all proceedings with patience and courtesy is not inconsistent with the duty imposed in Rule 2.5 to dispose promptly of the business of the court. Judges can be efficient and businesslike while being patient and deliberate.

[2] Commending or criticizing jurors for their verdict may imply a judicial expectation in future cases and may impair a juror's ability to be fair and impartial in a subsequent case.

[3] A judge who is not otherwise prohibited by law from doing so may meet with jurors who choose to remain after trial but should be careful not to discuss the merits of the case.

RULE 2.9
Ex Parte Communications

(A) A judge shall not initiate, permit, or consider ex parte communications, or consider other communications made to the judge outside the presence of the parties or their lawyers, concerning a pending* or impending matter,* before that judge's court except as follows:

(1) When circumstances require it, ex parte communication for scheduling, administrative, or emergency purposes, which does not address substantive matters, or ex parte communication pursuant to a written policy or rule for a mental health court, drug court, or other therapeutic court, is permitted, provided:

(a) the judge reasonably believes that no party will gain a procedural, substantive, or tactical advantage as a result of the ex parte communication; and

(b) the judge makes provision promptly to notify all other parties of the substance of the ex parte communication, and gives the parties an opportunity to respond.

(2) A judge may obtain the written advice of a disinterested expert on the law applicable to a proceeding before the judge, if the judge affords the parties a reasonable opportunity to object and respond to the advice received.

(3) A judge may consult with court staff and court officials whose functions are to aid the judge in carrying out the judge's adjudicative responsibilities, or with other judges, provided the judge makes reasonable efforts to avoid receiving factual information that is not part of the record, and does not abrogate the responsibility personally to decide the matter.

(4) A judge may, with the consent of the parties, confer separately with the parties and their lawyers in an effort to settle matters pending before the judge

(5) A judge may initiate, permit, or consider any ex parte communication when expressly authorized by law* to do so.

(B) If a judge inadvertently receives an unauthorized ex parte communication bearing upon the substance of a matter, the judge shall make provision promptly to notify the parties of the substance of the communication and provide the parties with an opportunity to respond.

(C) A judge shall not investigate facts in a matter pending or impending before that judge, and shall consider only the evidence presented and any facts that may properly be judicially noticed, unless expressly authorized by law.

(D) A judge shall make reasonable efforts, including providing appropriate supervision, to ensure that this Rule is not violated by court staff, court officials, and others subject to the judge's direction and control.

COMMENT

[1] To the extent reasonably possible, all parties or their lawyers shall be included in communications with a judge.

[2] Whenever the presence of a party or notice to a party is required by this Rule, it is the party's lawyer, or if the party is unrepresented, the party, who is to be present or to whom notice is to be given.

[3] The proscription against communications concerning a proceeding includes communications with lawyers, law teachers, and other persons who are not participants in the proceeding, except to the limited extent permitted by this Rule.

[4] A judge may initiate, permit, or consider ex parte communications expressly authorized by law, such as when serving on therapeutic or problem-solving courts, mental health courts, or drug courts. In this capacity, judges may assume a more interactive role with parties, treatment providers, probation officers, social workers, and others.

[5] A judge may consult on pending matters with other judges, or with retired judges who no longer practice law and are enrolled in a formal judicial mentoring program (such as the Washington Superior Court Judges' Association Mentor Judge Program). Such consultations must avoid ex parte discussions of a case with judges who have previously been disqualified from hearing the matter, and with judges or retired judges who have appellate jurisdiction over the matter.

[6] The prohibition against a judge investigating the facts in a matter extends to information available in all mediums, including electronic.

[7] A judge may consult ethics advisory committees, outside counsel, or legal experts concerning the judge's compliance with this Code. Such consu ltations are not subject to the restrictions of paragraph (A)(2).

[Adopted effective January 1, 2011; amended effective September 1, 2013.]

RULE 2.10
Judicial Statements on Pending and Impending Cases

(A) A judge shall not make any public statement that would reasonably be expected to affect the outcome or impair the fairness of a matter pending* or impending* in any court, or make any nonpublic statement that would reasonably be expected to substantially interfere with a fair trial or hearing.

(B) A judge shall not, in connection with cases, controversies, or issues that are likely to come before the court, make pledges, promises, or commitments that are inconsistent with the impartial* performance of the adjudicative duties of judicial office.

(C) A judge shall require court staff, court officials, and others subject to the judge's direction and control to refrain from making statements that the judge would be prohibited from making by paragraphs (A) and (B).

(D) Notwithstanding the restrictions in paragraph (A), a judge may make public statements in the course of official duties, may explain court procedures, and may comment on any proceeding in which the judge is a litigant in a personal capacity.

(E) Subject to the requirements of paragraph (A), a judge may respond directly or through a third party to allegations in the media or elsewhere concerning the judge's conduct in a matter.

COMMENT

[1] This Rule's restrictions on judicial speech are essential to the maintenance of the independence, integrity, and impartiality of the judiciary.

[2] This Rule does not prohibit a judge from commenting on proceedings in which the judge is a litigant in a personal capacity. In cases in which the judge is a litigant in an official capacity, such as a writ of mandamus, the judge must not comment publicly.

[3] Depending upon the circumstances, the judge should consider whether it may be preferable for a third party, rather than the judge, to respond or issue statements in connection with allegations concerning the judge's conduct in a matter.

[4] A judge should use caution in discussing the rationale for a decision and limit such discussion to what is already public record or controlling law.

RULE 2.11
Disqualification

(A) A judge shall disqualify himself or herself in any proceeding in which the judge's impartiality* might reasonably be questioned, including but not limited to the following circumstances:

(1) The judge has a personal bias or prejudice concerning a party or a party's lawyer, or personal knowledge* of facts that are in dispute in the proceeding.

(2) The judge knows* that the judge, the judge's spouse or domestic partner,* or a person within the third degree of relationship* to either of them, or the spouse or domestic partner of such a person is·

(a) a party to the proceeding, or an officer, director, general partner, managing member, or trustee of a party;

(b) acting as a lawyer in the proceeding;

(c) a person who has more than a de minimis* interest that could be substantially affected by the proceeding; or

(d) likely to be a material witness in the proceeding.

(3) The judge knows that he or she, individually or as a fiduciary,* or the judge's spouse, domestic partner, parent, or child, or any other member of the judge's family residing in the judge's household,* has an economic interest* in the subject matter in controversy or in a party to the proceeding.

(4) [Reserved]

(5) The judge, while a judge or a judicial candidate,* has made a public statement, other than in a court proceeding, judicial decision, or opinion, that commits the judge to reach a particular result or rule in a particular way in the proceeding or controversy.

(6) The judge:

(a) served as a lawyer in the matter in controversy, or was associated with a lawyer who participated substantially as a lawyer or a material witness in the matter during such association;

(b) served in governmental employment, and in such capacity participated personally and substantially as a

public official concerning the proceeding, or has publicly expressed in such capacity an opinion concerning the merits of the particular matter in controversy;

(c) was a material witness concerning the matter; or

(d) previously presided as a judge over the matter in another court.

(B) A judge shall keep informed about the judge's personal and fiduciary economic interests, and make a reasonable effort to keep informed about the personal economic interests of the judge's spouse or domestic partner and minor children residing in the judge's household.

(C) A judge disqualified by the terms of Rule 2.11(A)(2) or Rule 2.11(A)(3) may, instead of withdrawing from the proceeding, disclose on the record the basis of the disqualification. If, based on such disclosure, the parties and lawyers, independently of the judge's participation, all agree in writing or on the record that the judge's relationship is immaterial or that the judge's economic interest is de minimis, the judge is no longer disqualified, and may participate in the proceeding. When a party is not immediately available, the judge may proceed on the assurance of the lawyer that the party's consent will be subsequently given.

(D) A judge may disqualify himself or herself if the judge learns by means of a timely motion by a party that an adverse party has provided financial support for any of the judge's judicial election campaigns within the last six years in an amount that causes the judge to conclude that his or her impartiality might reasonably be questioned. In making this determination the judge should consider:

(1) the total amount of financial support provided by the party relative to the total amount of the financial support for the judge's election,

(2) the timing between the financial support and the pendency of the matter, and

(3) any additional circumstances pertaining to disqualification.

COMMENT

[1] Under this Rule, a judge is disqualified whenever the judge's impartiality might reasonably be questioned, regardless of whether any of the specific provisions of paragraphs (A)(1) through (5) apply. In many jurisdictions in Washington, the term "recusal" is used interchangeably with the term "disqualification."

[2] A judge's obligation not to hear or decide matters in which disqualification is required applies regardless of whether a motion to disqualify is filed.

[3] The rule of necessity may override the rule of disqualification. For example, a judge might be required to participate in judicial review of a judicial salary statute, or might be the only judge available in a matter requiring immediate judicial action, such as a hearing on probable cause or a temporary restraining order. In matters that require immediate action, the judge must disclose on the record the basis for possible disqualification and make reasonable efforts to transfer the matter to another judge as soon as practicable.

[4] The fact that a lawyer in a proceeding is affiliated with a law firm with which a relative of the judge is affiliated does not itself disqualify the judge. If, however, the judge's impartiality might reasonably be questioned under paragraph (A), or the relative is known by the judge to have an interest in the law firm that could be substantially affected by the proceeding under paragraph (A)(2)(c), the judge's disqualification is required.

[5] A judge should disclose on the record information that the judge believes the parties or their lawyers might reasonably consider relevant t o a possible motion for disqualification, even if the judge believes there is no basis for disqualification.

[6] "Economic interest," as set forth in the Terminology section, means ownership of more than a de minimis legal or equitable interest. Except for situations in which a judge participates in the management of such a legal or equitable interest, or the interest could be substantially affected by the outcome of a proceeding before a judge, it does not include:

(1) an interest in the individual holdings within a mutual or common investment fund,

(2) an interest in securities held by an educational, religious, charitable, fraternal, or civic organization in which the judge or the judge's spouse, domestic partner, parent, or child serves as a director, officer, advisor, or other participant;

(3) a deposit in a financial institution or deposits or proprietary interests the judge may maintain as a member of a mutual savings association or credit union, or similar proprietary interests; or

(4) an interest in the issuer of government securities held by the judge.

[7] [Reserved]

[8] [Reserved]

RULE 2.12
Supervisory Duties

(A) A judge shall require court staff, court officials, and others subject to the judge's direction and control to act with fidelity and in a diligent manner consistent with the judge's obligations under this Code.

(B) A judge with supervisory authority for the performance of other judges shall take reasonable measures to ensure that those judges properly discharge their judicial responsibilities, including the prompt disposition of matters before them.

COMMENT

[1] A judge is responsible for his or her own conduct and for the conduct of others, such as staff, when those persons are acting at the judge's direction or control. A judge may not direct court personnel to engage in conduct on

the judge's behalf or as the judge's representative when such conduct would violate the Code if undertaken by the judge

[2] Public confidence in the judicial system depends upon timely justice. To promote the efficient administration of justice, a judge with supervisory authority must take the steps needed to ensure that judges under his or her supervision administer their workloads promptly.

RULE 2.13
Administrative Appointments

(A) In making administrative appointments, a judge:

(1) shall exercise the power of appointment impartially* and on the basis of merit; and

(2) shall avoid nepotism and unnecessary appointments.

(B) A judge shall not appoint a lawyer to a position under circumstances where it would be reasonably to be interpreted to be quid pro quo for campaign contributions or other favors, unless:

(1) the position is substantially uncompensated,

(2) the lawyer has been selected in rotation from a list of qualified and available lawyers compiled without regard to their having made political contributions; or

(3) the judge or another presiding or administrative judge affirmatively finds that no other lawyer is willing, competent, and able to accept the position.

(C) A judge shall not approve compensation of appointees beyond the fair value of services rendered.

COMMENT

[1] Appointees of a judge include assigned counsel, officials such as referees, commissioners, special masters, receivers, and guardians, and personnel such as clerks, secretaries, and bailiffs. Consent by the parties to an appointment or an award of compensation does not relieve the judge of the obligation prescribed by paragraph (A).

[2] Unless otherwise defined by law, nepotism is the appointment or hiring of any relative within the third degree of relationship of either the judge or the judge's spouse or domestic partner, or the spouse or domestic partner of such relative.

RULE 2.14
Disability and Impairment

A judge having a reasonable belief that the performance of a lawyer or another judge is impaired by drugs or alcohol, or by a mental, emotional, or physical condition, shall take appropriate action, which may include a confidential referral to a lawyer or judicial assistance program.

COMMENT

[1] "Depending upon the gravity of Appropriate action" means action intended and reasonably likely to help the judge or lawyer in question address the problem and prevent harm to the justice system. Depending upon the circumstances, appropriate action may include but is not limited to speaking directly to the impaired person, notifying an individual with supervisory responsibility over the impaired person, or making a referral to an assistance program.

[2] Taking or initiating corrective action by way of referral to an assistance program may satisfy a judge's responsibility under this Rule. Assistance programs have many approaches for offering help to impaired judges and lawyers, such as intervention, counseling, or referral to appropriate health care professionals. Depending upon the gravity of the conduct that has come to the judge's attention, however, the judge may be required to take other action, such as reporting the impaired judge or lawyer to the appropriate authority, agency, or body. See Rule 2.15.

RULE 2.15
Responding to Judicial and Lawyer Misconduct

(A) A judge having knowledge* that another judge has committed a violation of this Code that raises a substantial question regarding the judge's honesty, trustworthiness, or fitness as a judge in other respects should inform the appropriate authority.*

(B) A judge having knowledge that a lawyer has committed a violation of the Rules of Professional Conduct that raises a substantial question regarding the lawyer's honesty, trustworthiness, or fitness as a lawyer in other respects should inform the appropriate authority.

(C) A judge who receives credible information indicating a substantial likelihood that another judge has committed a violation of this Code should take appropriate action.

(D) A judge who receives credible information indicating a substantial likelihood that a lawyer has committed a violation of the Rules of Professional Conduct should take appropriate action.

COMMENT

[1] Judges are not required to report the misconduct of other judges or lawyers. Self regulation of the legal and judicial professions, however, creates an aspiration that judicial officers report misconduct to the appropriate disciplinary authority when they know of a serious violation of the Code of Judicial Conduct or the Rules of Professional Conduct. An apparently isolated violation may indicate a pattern of misconduct that only a disciplinary violation can uncover. Reporting a violation is especially important where the victim is unlikely to discover the offense.

[2] While judges are not obliged to report every violation of the Code of Judicial Conduct or the Rules of Professional Conduct, the failure to report may undermine the public confidence in legal profession and the judiciary. A measure of judgment is, therefore, required in deciding whether to report a violation. The term "substantial" refers to the seriousness of the possible offense and not the quantum of evidence of which the judge is aware. A report should be made when a judge or lawyer's conduct raises a serious question as to the h onesty, trustworthiness or fitness as a judge or lawyer.

[3] Appropriate action under sections (C) and (D) may include communicating directly with the judge or lawyer who may have violated the Code of Judicial Conduct or the Rules of Professional Conduct, communicating with a supervising judge or reporting the suspected violation to the appropriate authority or other authority or other agency or body.

[4] Information about a judge's or lawyer's conduct may be received by a judge in the course of that judge's participation in an approved lawyers or judges assistance program. In that circumstance there is no requirement or aspiration of reporting (APR 19(b) and DRJ 14(e)).

RULE 2.16
Cooperation with Disciplinary Authorities

(A) A judge shall cooperate and be candid and honest with judicial and lawyer disciplinary agencies.

(B) A judge shall not retaliate, directly or indirectly, against a person known* or suspected to have assisted or cooperated with an investigation of a judge or a lawyer.

COMMENT

[1] Cooperation with investigations and proceedings of judicial and lawyer disciplinary agencies, as required in paragraph (A), instills confidence in judges' commitment to the integrity of the judicial system and the protection of the public.

[Adopted effective January 1, 2011; amended effective September 1, 2013.]