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NO. ~~625195~~

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

BARBARA MUDROVICH,  
Appellant,  
v.  
PAUL MUDROVICH,  
Respondent.

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**APPELLANT'S BRIEF**

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**A. Assignments of error**

“1. The trial court erred in denying Barbara Mudrovich’s requests for accommodations made under the auspices of the Americans with Disabilities Act Amendments Act.”

“2. The trial court erred in its gatekeeper function by failing to recognize substantial conflicts in Paul Mudrovich’s claims and testimony.”

“3. The trial court erred in failing to stay proceedings in the fact of inadequate representation of counsel regarding Barbara Mudrovich.”

“4. The trial court erred in its approval of an inequitable division of the community estate.”

“5. The trial court erred in its approval of an inequitable child support allocation.”

**Issues Pertaining to Assignments of Error**

Do violations of the Americans with Disabilities Act and Americans with Disabilities Act Amendments Act implicate a litigant’s right to equal access to the courts of the State of Washington?

Does a court’s failure or negligence to zealously perform its traditional gatekeeper functions sufficiently taint the proceedings to amount to an appearance of impropriety and/or reversible error?

Does the withdrawal of counsel in a family law case two weeks before trial on the merits so significantly disadvantage a litigant who is

disabled under the statutory definitions of the Americans with Disabilities Act Amendments Act to require a continuance to seek new counsel and/or and Advocate capable of assisting as necessary?

Does the inequitable division of community assets in a family law case require this court to vacate the action and return it to the trial court level of reconsideration and retrial?

Does the inequitable allocation of child support in a family law case require this court to vacate the action and return it to the trial court level of reconsideration and retrial?

**B. Statement of the Case**

Barbara Mudrovich (hereinafter, "Barbara") is a forty-eight year old mother of four who is an engineer working for the Federal Aviation Administration who has been diagnosed with Attention Deficit Disorder and, more recently, Post-Traumatic Stress Disorder related to the stress of the Family Court litigation in which she has been involved for the last two and one-half years. She was married for twenty two (22) years to Paul Mudrovich (hereinafter, "Paul") who works as an administrator for King county government. Both individuals have jobs with comparable pay scales.

Barbara's disabilities qualify her for protection under Title II of the Americans with Disabilities Act Amendments Act. When under stress, she

exhibits symptoms that make her appear assertive and argumentative when she is actually not. When in court without assistance, such as during the trial of the instant action last year, she becomes symptomatic because of the stress she experiences. As a result, she is regularly being discriminated against because of her disability in violation of the Federal statute.

Although she has asked for accommodations from the Family Court, her requests have been summarily – and unlawfully – denied.

The result has been a case in which she has received inequitable treatment by the court, she has been manipulated by opposing counsel, and she has been burdened with additional debt and stress as a result of those actions. She has arranged for her own ADA Advocate to assist her in and out of court, and is in the process of preparing to complete her case provided this Court returns it to a trial court for reconsideration.

### **C. Summary of Argument**

The trial court's violations of Barbara's rights as a disabled litigant under the Americans with Disabilities Act, its failure to perform the gatekeeper functions required of a diligent and equitable trial court, the inadequate representation of counsel for Barbara before and during trial, the inequitable division of community property, and the inequitable allocation of child support combined to produce a series of material errors that require intervention by this Court to vacate the previous actions of the

trial court and remand the case with specific instructions for further proceedings.

**D. Argument**

**Introduction**

Barbara Baillie (hereinafter, "Barbara") met Paul Mudrovich (hereinafter, "Paul") as a teenager and, after an extended courtship, married him on June 10, 1988 at Bellview, Washington. During the marriage, the couple produced four children, a boy in 1979, a girl in 1982, and boy-girl twins in 1996.

At the time of their marriage, Barbara had completed her college degree as an engineer, and went to work for the Federal *Administration* Administration where she is still employed today. Paul took considerably longer to earn a degree in Business Administration and did not complete his program until after the couple was married. As a result, Barbara supported Paul and paid a substantial portion of his educational expenses during the marriage.

Barbara has a high intelligence and performance history, graduating from her degree program *Magna Cum Laude*. She is, however, afflicted with Attention Deficit Disorder and, more recently, Post-Traumatic Stress Disorder by which she meets the definition of disabled under the ADAAA. As a result, when Barbara is symptomatic, she

can appear hypersensitive, questioning, combative, and aggressive. These characteristics are symptoms of her disabilities, not her normal personality traits.

During the course of the marriage, Barbara took extended family care leave from her job with the FAA each time she birthed a child, and returned to work at the FAA regularly after each pregnancy. Even with these extended absences from her professional position, she steadily progressed professionally, being promoted to her current supervisory position with the FAA based on her consistently high professional performance. Simultaneously, Barbara cared extensively for the children, overseeing virtually all of their social, medical, scholastic, and athletic activities. Paul, on the other hand, was virtually uninvolved with the children and exhibited little interest or skill in their development or rearing.

When the couple separated, on July 1, 2008, the children remained with Barbara, visiting Paul only occasionally. In one instance, Paul left for a vacation trip to Hawaii while the twins were in his care without telling either the twins or Barbara he would be out of the state for an extended period. After he was gone, the twins found their way home to Barbara. Similarly, Paul was unable or unwilling to participate in the Parenting Plan in which he was to have regular contact with the children. As a result, the

children are dedicated to their mother but estranged from their father. Paul has met his responsibilities to Barbara with regard to child support and other financial responsibilities in the same inconsistent fashion. As a result, Barbara had been required to pay a substantial portion of the children's expenses to her detriment and unable to require Paul to met his financial responsibilities to her or the children.

Because of her disability, she has been unable to find and keep adequate counsel, and was not properly represented at the time of trial. Her counsel quit two weeks before trial and her replacement counsel was unable to obtain a continuance to properly prepare for trial. As a result, she was both disadvantaged by the results of the trial and its aftermath, which is neither what she bargained for nor agreed to prior to the family court's final order. Her trial attorney called no witnesses, had no understanding of her client's PTSD, and failed to provide any post-trial representation – as shown in part by her failure to sign any of the filed orders of the family court of May 5, 2010, or to inform her client of any of the activities taking place after trial from February 26 through April, 2010. The Decree of Dissolution of the Marriage filed on May 5, 2010 is attached as **Exhibit A** and incorporated herein by reference for all purposes as if fully set forth *verbatim*. Findings of Fact and Conclusions of Law of even date are attached as **Exhibit B** and incorporated herein by

reference for all purposes as if fully set forth *verbatim*. The Parenting Plan Final Order of even date is attached as **Exhibit C** and incorporated herein by reference for all purposes as if fully set forth *verbatim*. The Order of Child Support, Final Order of even date is attached as **Exhibit D** and incorporated herein by reference for all purposes as if fully set forth *verbatim*.

The trial attorney failed to appear for court on March 1, for a rehearing of once of Barbara's motions. Effectively, Barbara remained unrepresented from the end of trial to the present to great damage to her case and herself. Yet the trial court has taken no notice of the unprofessional conduct of Barbara's attorneys.

#### **Violations of Americans with Disabilities Act**

The Americans with Disabilities Act of 1990 and the Americans with Disabilities Act Amendments Act of 2008 are comprehensive civil rights statutes intended by Congress to guarantee persons with disabilities equal access to and participation in all areas of public facilities. Title II includes, among other things, all public facilities, including the courts.

The Americans with Disabilities Act (ADA) defines a "disability" as (1) a mental or physical impairment that substantially limits one or more major life activities (sometimes called an actual, or present, disability); or (2) a record of a mental or physical impairment that

substantially limits one or more major life activities (sometimes referred to as a history of a disability); or (3) being “regarded as” having a mental or physical impairment that substantially limits one or more major life activities (also called a perceived disability). 42 U.S.C. § 12102(2) (ADA); 29 U.S.C. §§ 705(9)(B) and 705(20)(B) (Rehabilitation Act).

The definition of an actual disability thus has three elements: (a) impairment; (b) major life activity; and (c) substantial limitation. None of these elements of the definition are themselves defined by the ADA, but there is a fair amount of guidance for interpreting them.

There is more than adequate evidence on the record of this case, provided by medical and psychological practitioners licensed in and out of the State of Washington, that demonstrates that Respondent has 1) mental or physical impairments that substantially limit one or more major life activities, 2) a record of a mental or physical impairment that substantially limits one or more major life activities, and 3) is or has been “regarded as” having a mental or physical impairment that substantially limits one or more major life activities (also called a perceived disability) as defined by 42 U.S.C. § 12102(2) (ADA) and 29 U.S.C. §§ 705(9)(B) and 705(20)(B) (Rehabilitation Act). As such, she is legally entitled to ADA accommodations in this Court.

Because Barbara has been treated for her disabilities for a number

of years by various medical and psychological professionals, she meets the statutory definition under the ADA statues to be certified as disabled and to be qualified for accommodations in the courts. Unfortunately, the courts have unlawfully denied her requests for accommodations to the present time.

1. The requested accommodation would not create an undue financial or administrative burden given Respondent's ADAAA Advocate's substantial and varied legal experience and;
2. The requested accommodation would not fundamentally alter the nature of the court service, program, or activity; and
3. Permitting the applicant to participate in the proceeding with the requested accommodation would not create a direct threat to the safety or wellbeing of the applicant or others.
4. In point of fact, the participation of the Advocate in the Court's last hearing had a noticeably calming effect on the applicant when viewed against her previous unrepresented court appearances, and assisted the Court in helping the applicant focus on the issues at hand. Goldblatt asks the Court to take judicial notice of the text of the reporter's transcript of the last hearing and those of previous ones to verify this assertion.

On November 18, 2009, Tanya Ruckstuhl-Valenti, LICSW verified a

diagnosis of post-traumatic stress regarding Respondent. On December 16, 2009, Don Baker, MA, LMHC, documented Respondent's diagnosis of PTSD and ADD. And on December 16, 2010 Theodore Mandelkorn, MD, found Respondent was suffering from PTSD, ADHD, and depression and strongly advised Respondent to avoid any exposure to stress from courtroom and other activities. The three foregoing documents from practitioners licensed in the state of Washington were previously provided to the Court under seal as provided by GR 33 and are a part of the Court's current record.

As a result, Barbara's equal access to the courts has been denied and her civil and Constitutional rights violated by the family court's denials. A copy of the letter from the ADA Coordinator for the courts is attached as **Exhibit E** and incorporated herein by reference for all purposes as if fully set forth *verbatim*. All accommodations referred to the judge were denied. Further, more recently, when Barbara brought her ADA Advocate to court, as granted by the ADA Coordinator, he was not allowed to speak in her behalf, and later sanctioned without notice of hearing for the unauthorized practice of law. The denial of her requested accommodations amounts to a violation of Barbara's Fourteenth Amendment and Due Process rights, violations of ADA and ADA AAA, including the statutes' anti-retaliation section, and are sufficient to invoke

42 U.S.C. 1983. Such obvious violation of a Federal statute by the lower court is sufficient to set aside the Decree of Dissolution with instructions for retrial, for which Barbara pleads.

### **Failure of Gatekeeper Function**

The trial court failed in its gatekeeper function in a number of ways. First, the trial court proceeded to trial in the face of factual evidence of Barbara's disabilities knowing that her attorney had withdrawn two weeks prior to trial and her replacement trial attorney was obviously unprepared for trial. Barbara was and is unskilled in litigation processes, had been continuously represented by counsel to the end of trial when her attorney simply stopped communicating and did no more work on the case – all to Barbara's detriment. Reason, and a sense of fair play, should have dictated that at least a continuance was called for, but was denied by the trial court. In effect, the trial court failed and refused to act in any reasonable manner to provide this disabled litigant equal access to court.

Second, the trial court failed to take note of serious inconsistencies in Paul's testimony on critical issues of importance. While they are numerous, two examples are cogent: Paul perjured himself in stating that he had his college degree when the couple married when he did not receive it until April 1989 – almost a year after the marriage. (RR 1, p. 41, ll. 41 and following) Because he did not, and Barbara supported him and

paid substantial expenses for his education, such a material misrepresentation has significant implications of the financial calculations of the community estate<sup>(RR, v. 2, p. 160, l. 25, p. 162, l. 17)</sup> and the long-term financial arrangements between the couple. Similarly, Paul was evasive to obstructive in revealing much of his financial capabilities and resources, again tainting the financial arrangements the court finally ordered. For instance, Paul claimed to be working at the time of the marriage when, in fact, he had not worked since August of 1987 when he moved in with Barbara and returned to college with her help. (RR, v. 1, p. 41, l. 17) Paul testified that he was working for Boeing in 1988 when, in fact, his Social Security statement of 1988 shows he made only twelve dollars that entire year while Barbara worked to support him. (RR, v. 1, p. 41, l. 17). Such material misrepresentations caused a ripple effect to the finding of fact and conclusions of law.

In other materially misleading testimony (RR, v. 1, p. 42, l. 15 and following) Paul claimed Barbara wanted a career and to have children. At the time of the birth of their first child, Barbara was earning twice what Paul was earning. Even so, she used her savings to take a year off to care for the child and, thereafter, hired a nanny to care for the children over the next twenty (20) years while she worked sixteen (16) hours a week to free her time to care for the children.

Third, Paul and his counsel repeatedly took advantage of Barbara's

disabilities by deliberately triggering her symptoms through stress and other mechanisms to confuse her, make it difficult for her to make herself understood, and make her appear disrespectful to the court when she was actually symptomatic and unable to control the way she spoke.

As a result, the court took offense at her symptomatic behavior and discriminated against her as a result. While such responses by court to disabled litigants are common and widespread, they are nonetheless inequitable and in violation of state and Federal law in most jurisdictions, including this one.

More egregious, however, is that the trial court refused to admit evidence of Paul's anger management problems that emerged after the twins were born and escalated until he began physically assaulting Barbara. Instead, in trial, Paul was allowed to testify that his memory was "a blur" after the twins were born. (RR, v. 1, p. 76, l. 23) The trial court's refusal to admit the family violence testimony was a violation of the public policy of this state. Paul testified that he got counseling for the problem after the children were born (RR, v. 1, p. 101, ll. 19-) when he was put on Prozac (RR, v. 1, p. 104, l. 7-) but omitted testifying that he was proscribed Welbutrin and ADDERAL at the same time. More important, however, is the fact that Paul's diagnosis was "endogenous depression" which is an incurable condition of "depression from within."

Yet Paul testified misleadingly about his condition at various points in the trial. (RR, v. 1, pp103-117). More important, perhaps is the fact that Paul testified misleadingly about his firing for cause related to his anger management problems before going to work for King County. (RR, v. 1, p. 119, l. 20)

Thus, by any standard of judgment this Court may wish to use, Respondent is entitled to the requisite protections of the Americans with Disabilities Act Amendments Act because she qualifies as a disabled individual under that Act and to which she has an unimpeachable right under that (and other) statute(s)<sup>1</sup> and to reasonable admission of controverting evidence to Paul's misleading and materially false testimony.

### **Inadequate Representation of Counsel**

The withdrawal of her counsel two weeks prior to trial left Barbara completely defenseless at a crucial stage of her litigation. Given her disabilities, such action by her attorney is especially egregious. Barbara is an engineer by training and professional experience. While she is familiar

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<sup>1</sup> It is also important for the Court to note and take into account the unusual nature of the ADAAA of 2008 in which the Congress of the United States legislatively overturned four (4) previously decided by the United States Supreme Court as having been decided in manners that violated the Congress's original legislative intention in passing the ADA in 1990. The result is a legislative mandate to all courts to construe both Acts and their related statutes, regulations and rules in a much more expansive manner than the courts did prior to January 1, 2009 when ADAAA took effect.

with legal processes from having dealt with rules, regulations and statutes relating to FAA-related issues, she has no personal experience with litigation or family law beyond her immediate (and limited) experience in this case. Thus, it was both unfair and inequitable to expect her, disabilities or not, to find, retain and prepare for trial a trained, experienced, licensed family law attorney two weeks prior to trial on the merits. The fact that she was denied a continuance under these circumstances speaks volumes about the discrimination that was operant.

Prior to her departure, Barbara's trial attorney had apparently consented to a number of actions and agreements were not in Barbara's best interest and of which she was unaware until after her attorney's departure. In *Graves v. P.J. Taggares Co.*, 94 Wash. 2d 298, 616 P.2d 1223 (1980), the attorney surrendered substantial rights of the client without the client's authorization resulting in reversal on appeal.

In similar fashion, the financial settlement arrangements were grossly inequitable to Barbara, and the Parenting Plan contains a number of provisions that were not agreed to by the parties. In *Morgan v. Burks*, 17 Wash. App. 193, 197-98, 563 P.2d 1260 (1977), a serious misunderstanding resulted in the entry of a settlement not consented to by the clients resulting in reversal on appeal. In the instant case, none of the filed documents (Exhibits A through D) contain Barbara's counsel's

signature or Barbara's signature, demonstrating that she was not consulted prior to their submission or their submissions to the Commissioner and/or Judge, and that they are obviously improperly executed.

### **Inequitable Division of Community Estate**

The trial court's distribution of property in a dissolution action is guided by statute, which requires it to consider multiple factors in reaching an equitable conclusion. These factors include (1) the nature and extent of the community property, (2) the nature and extent of the separate property, (3) the duration of the marriage, and (4) the economic circumstances of each spouse at the time the division of the property is to become effective. RCW 26.09.080. In weighing these factors, the court must make a "just and equitable" distribution of the marital property. RCW 26.09.080. In doing so, the trial court has broad discretion in distributing the marital property, and its decision will be reversed only if there is a manifest abuse of discretion. *In re Griswold*, 112 Wn. App. at 339 (citing *In re Marriage of Kraft*, 119 Wn.2d 438, 450, 832 P.2d 871 (1992)). A manifest abuse of discretion occurs when the discretion was exercised on untenable grounds. *In re Marriage of Muhammed*, 153 Wn.2d 795, 803, 108 P.3d 779 (2005). If the decree results in a patent disparity in the parties' economic circumstances, a manifest abuse of discretion has occurred. *In re Marriage of Pea*, 17 Wn. App. 728, 731, 566 P.2d 212 (1977).

However, the court is not required to divide community property equally. *In re Marriage of White*, 105 Wn. App. 545, 549, 20 P.3d 481 (2001). In a long term marriage, the trial court's objective is to place the parties in roughly equal financial positions for the rest of their lives. *Washington Family Law Deskbook*, § 32.3(3) at 17 (2d. ed. 2000); see also *Sullivan v. Sullivan*, 52 Wash. 160, 164, 271 P. 268 (1928) (finding that for a marriage lasting over 25 years, “after [which] a husband and wife have toiled on together for upwards of a quarter of a century in accumulating property . . . the ultimate duty of the court is to make a fair and equitable division under all the circumstances”). The longer the marriage, the more likely a court will make a disproportionate distribution of the community property. Where one spouse is older, semi-retired [ as here] and dealing with ill health [as here], and the other spouse is employable, the court does not abuse its discretion in ordering an unequal division of community property. *In re Marriage of Schweitzer*, 81 Wn. App. 589, 915 P.2d 575 (1996). *Rockwell v. Rockwell*, 170 P.3d 572, 141 Wash.App. 235 (Wash.App.Div.1 08/27/2007). Yet the result has been just the opposite of the authority’s teaching.

When exercising its broad discretion, a trial court characterizes each asset as separate or community property. The asset is separate property if acquired before marriage; acquired during marriage by gift or

inheritance; acquired during marriage with the traceable proceeds of separate property; or, in the case of earnings or accumulations, acquired during permanent separation. The asset is community property if it is not separate property, which generally means that an asset is community property if acquired onerously during marriage. An asset is characterized as of the date of its acquisition, and its character does not change thereafter, subject to exceptions not pertinent here, regardless of whether the asset is improved, or its value enhanced, by property of a different character. *Baker*, 80 Wn.2d at 745; *Madsen*, 48 Wn.2d at 676-77; *Witte*, 21 Wn.2d at 125; see also *Hurd*, 69 Wn. App. at 51 (spouses may change separate property into community property by written agreement); *In re Marriage of Shannon*, 55 Wn. App. 137, 140, 777 P.2d 8 (1989).

When exercising its discretion, a trial court is permitted to consider, as one relevant factor, a spouse's unusually significant contributions to (or wasting of) the assets on hand at trial. As Division Three has noted, 'Washington courts recognize that consideration of each party's responsibility for creating or dissipating marital assets is relevant to the just and equitable distribution of property.' In this marriage, Barbara's unusually significant contributions to the assets of the community estate generally, plus significant other areas that enhanced to community estate and family situation generally are easily documented,

but the discrimination against Barbara because of her disability prevented her from being equitably heard in that regard.

The trial court has broad discretion to distribute marital property. *In re Marriage of Tower*, 55 Wn. App. 697, 700, 780 P.2d 863 (1989), review denied, 114 Wn.2d 1002 (1990). The appeals court reviews for a manifest abuse of this discretion. *In re Marriage of Washburn*, 101 Wn.2d 168, 179, 677 P.2d 152 (1984). The standard requires proof the Judge's decision was manifestly unreasonable or based on untenable grounds or for untenable reasons. *Tower*, 55 Wn. App. at 700. In this case, the judge's bias comes through clearly from the handling of Barbara's requests for accommodations under ADAAA to the limiting of admission of evidence.

For instance, Section 407(a) of the Social Security Act provides in part: "The right of any person to any future payment under this subchapter shall not be transferable or assignable" and thus, generally makes moneys payable under the social security laws indivisible. Section 659(a) provides an exception by permitting the assignment of social security benefits to pay for alimony or child support which are not applicable in this case. Section 659(i)(3)(B)(ii) expressly excludes any payment to a spouse in compliance with any community property settlement, equitable distribution of property, or other division between spouses or former spouses. Military pensions are similarly exempt. Thus, the awarding of

substantial portions of Barbara's retirement funds are clearly an abuse of discretion that must be corrected through action of this Court.

In *Hisquierdo v. Hisquierdo*, 439 U.S. 572, 99 S. Ct. 802, 59 L. Ed. 2d 1 (1979), the United States Supreme Court held the Supremacy Clause precluded California's community property laws from overcoming the Federal Railroad Retirement Act. The Court likened railroad retirement benefits to social security benefits in that both are non-contractual agreements. *Id.* at 575. The Court then concluded Federal railroad retirement benefits were not subject to distribution in a dissolution proceeding. *Id.* at 584. Clearly, Barbara's FAA retirement funds are comparable to railroad funds and social security benefits and eligible for the same protection. See *Luna v. Luna*, 125 Ariz. 120, 608 P.2d 57, 60 (1979); *In re Marriage of Hillerman*, 109 Cal. App. 3d 334, 345, 167 Cal. Rptr. 240 (1980). If they are not community property, they must be separate property. Clearly, equity was ignored by the trial court.

Based on the holdings of the United States Supreme Court and other jurisdictions, the Washington appeals court concluded that Federal statutes regarding social security benefits preempt state community property laws. It held the social security benefits are the separate *indivisible property of the spouse earning them*. This holding ensures the benefits actually reach the beneficiary and protects the benefits from the

legal process. *Hisquierdo*, 439 U.S. at 584. Here, the trial court should not have listed Barbara's FAA retirement benefits as "Community Property." *In re Marriage of Zahm*, 91 Wash.App. 78, 955 P.2d 412 (Wash.App. 05/05/1998).

A fair and equitable division by a trial court "does not require mathematical precision, but rather fairness, *based upon a consideration of all the circumstances of the marriage, both past and present, and an evaluation of the future needs of parties.*" [emphasis added] *In re Marriage of Crosetto*, 82 Wn. App. 545, 556, 918 P.2d 954 (1996).

A trial court abuses its discretion if its decision is manifestly unreasonable, based on untenable grounds, or based on untenable reasons. *Qwest Corp. v. City of Bellevue*, 161 Wn.2d 353, 369, 166 P.3d 667 (2007). While the trial court "is not required to divide community property equally," if its dissolution "decree results in a patent disparity in the parties' economic circumstances," the appeals court will reverse its decision because the trial court will have committed a manifest abuse of discretion. *In re Marriage of Rockwell*, 141 Wn. App. 235, 243, 170 P.3d 572 (2007). This Court need only look at the liabilities to be paid separately by husband and wife to see clearly the manifest abuse of discretion that has tainted the case. (Decree, p.4) There, Paul is to pay \$58,180.24 in liabilities while Barbara is left holding a bag full of bills

totaling \$529,713.08 (or 9.1 times Paul's liability). Given Barbara's disabilities, her significant contributions to the marriage estate, her contributions to Paul's education, her contributions to the children's welfare, and Paul's significantly greater earning power in the future, granting Barbara a greater percentage of the community property would simply be equitable under the circumstances.

The courts of Washington have consistently held that the court, in a divorce proceeding, must make a just and equitable distribution of the community property of the parties, where there has been no waiver of this right. It follows that an award of all the community assets to one party is a manifest abuse of discretion. Similarly, an award of 90% of the debts of one party is just as surely an abuse of discretion.

The parties' relative health, age, education, and employability may also be considered. "A paramount concern is the economic condition in which the decree will leave the parties." *In re Marriage of Dessauer*, 97 Wash. 2d 831, 839, 650 P.2d 1099 (1982), overruled on other grounds in *In re Marriage of Smith*, 100 Wash. 2d 319, 669 P.2d 448 (1983). In this case, Barbara's health is a singular concern: given her various disabling conditions, her ability to work is severely limited and is projected to be so permanently. On the other hand, Paul has substantial prospects that have been enhanced by the education he acquired with Barbara's significant

assistance and support.

In *In re Marriage of Washburn*, 101 Wash. 2d 168, 677 P.2d 152 (1984), the Washington Supreme Court declared that a supporting spouse's contribution is a relevant factor which courts must consider in designing a maintenance award or in dividing the spouses' property.

When a person supports a spouse through professional school in the mutual expectation of future financial benefit to the community as Barbara did, but the marriage ends before that benefit can be realized, that circumstance is a "relevant factor" which must be considered in making a fair and equitable division of property and liabilities pursuant to RCW 26.09.080, or a just award of maintenance pursuant to RCW 26.09.090. A professional degree confers high earning potential upon the holder. *The student spouse should not walk away with this valuable advantage without compensating the person who helped him or her obtain it.* (emphasis in original.) *Washburn*, at 178. The "compensation may be effected through property division, maintenance, or a combination of both." *Washburn*, at 183-84.

Yet the trial court apparently did not consider any of these equitable factors in establishing the parameters of division of the community estate. As such, it is for this Court to return the case to the trial court with instructions for consideration of all equitable factors that will

affect the final calculation of community property division.

### **Inequitable Child Support Allocation**

Similarly, the Court's allocation of child support and related expenses left Barbara holding a bag containing what amounts to three times the liabilities that Paul must shoulder. Here again, equitable considerations require this Court's attention to a solution.

The overriding purpose of the child support schedule is to insure that children are protected with adequate, equitable and predictable child support. RCW 26.19.001.

Generally, a court cannot grant equitable relief when a statute provides specific relief. 'Equity does not intervene when there is a complete and adequate remedy at law.' *Ballard v. Wooster*, 182 Wash. 408, 413, 45 P.2d 511 (1935), cited with approval in *Roon v. King County*, 24 Wn.2d 519, 526, 166 P.2d 165 (1946); see also *Tyler Pipe Industries, Inc. v. Dept. of Revenue*, 96 Wn.2d 785, 789, 638 P.2d 1213 (1982). In 1996, the Legislature amended RCW 26.19.080(3), adding the following italicized language: *Day care and special child rearing expenses, such as tuition and long-distance transportation costs to and from the parents for visitation purposes, are not included in the economic table. These expenses shall be shared by the parents in the same proportion as the basic child support obligation.* In conflict with the statutory language, the

trial court required Paul to pay only about a quarter of the children's expenses, effectively requiring Barbara to pay the other three quarters. Because the affected children are teenagers, their private school tuition, transportation costs, sports expenses, and other costs are substantial. Because of the disparity of the two parents' incomes, these expenses fall far more heavily and inequitably on Barbara than they do on Paul.

When these ongoing expenses are considered against Barbara's diminished earning capacity, her declining health, and Paul's failure to pay child support in a timely manner, it is easy to understand the reasons for her claims that stresses traceable to her litigation experiences are exacerbating her various stress-related disabilities.

The question becomes, "Did the trial court properly calculate the amount of child support to be paid by Paul?" The answer, simply, is "no." It is for this Court to correct the trial court's error by remanding the issue to the trial court with specific instructions related to the issues raised in this Brief.

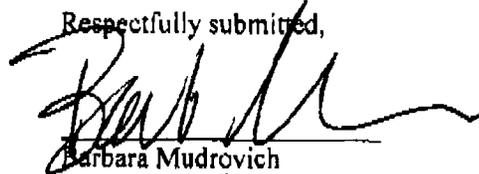
#### **E. Conclusion**

Because of the manifest errors of the trial court, Barbara asks that this court set aside the Decree of Dissolution, the Findings of Fact and Conclusions of Law, the Parenting Plan Final Order and the Order of Child Support, and remand the entire case for retrial to the trial court with

specific instructions to provide Barbara with meaningful and appropriate ADAAA accommodations to include meaningful and direct participation on her behalf of her chosen ADAAA Advocate, further specific instructions relating to the trial court's vigilance relating to its gatekeeper function, additional instructions to the trial court that Barbara has a Constitutional right under the Sixth Amendment to designate her counsel for the court, including her ADAAA Advocate; specific instructions regarding the equitable division of the couple's community estate, and specific instructions regarding the equitable allocation of child support related to the authorities cited in this brief.

January 31, 2011

Respectfully submitted,



Barbara Mudrovich  
11651 S.E. 58<sup>th</sup> Street  
Bellvue, Washington 98006

Phone: (206) 947-2672

e-mail:

bjbaillie10@gmail.com

Pro Se

## CERTIFICATE OF SERVICE

The undersigned declares under penalty of perjury, under the laws of the State of Washington that true and correct copies of the APPELLANT'S BRIEF attached to this CERTIFICATE OF SERVICE were filed with the Clerk of Court and served on counsel of record as noted below:

*Original*

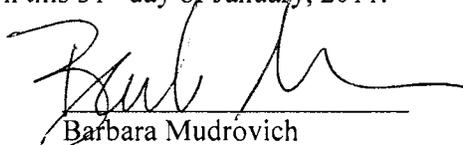
Office of Clerk *By hand-delivery via legal messenger*  
Court of Appeals - Division \_\_\_  
One Union Square  
600 University Street  
Seattle, W A 98101

*Copy to:*

Phillip C. Tsai *By hand-delivery via legal messenger*  
Tsai Law Company, PLLC  
2101 Fourth Avenue, Suite 1560  
Seattle, W A 98121

206-728-8000

DATED at ~~Renton~~ Washington this 31<sup>st</sup> day of January, 2011.

  
Barbara Mudrovich

# APPENDIX

**FILED**  
**KING COUNTY, WASHINGTON**  
**MAY 05 2010**  
**SUPERIOR COURT CLERK**

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11 **Superior Court of Washington**  
13 **County of King**

17 In re

19 PAUL MUDROVICH

Petitioner,

21 and

23 BARBARA MUDROVICH

25 Respondent

No 08-3-07317-7SEA

**Decree of Dissolution (DCD)**

**(Clerk's Action Required)**

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41 **I Judgment/Order Summaries**

43 **1 1 Restraining Order Summary**

45 Does not apply

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49  
51 **1 2 Real Property Judgment Summary**

53 Real Property Judgment Summary is set forth below

55 Assessor's property tax parcel or account number King County No 6071200035 awarded to  
57 Respondent/Wife

59 Assessor's property tax parcel or account number Mason County 121195300060 awarded to  
61 Petitioner/Husband

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67 **1 3 Money Judgment Summary**

69 Does not apply  
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*Decree (DCD) (DCLGSP) (DCINMG) - Page 1*  
*WPF DR 04 0400 Mandatory (6/2008) - RCW*  
*26 09 030, 040, 070 (3)*

TSAI LAW COMPANY PLLC  
ATTORNEYS AT LAW  
2101 FOURTH AVENUE, SUITE 1345  
SEATTLE, WA 98121  
206 728 8000

 **ORIGIN**

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**End of Summaries**

**II Basis**

Findings of Fact and Conclusions of Law have been entered in this case

**III Decree**

*It is decreed* that

**3 1 Status of the Marriage**

The marriage of the parties is dissolved

**3 2 Property to be Awarded the Husband**

The husband is awarded as his separate property the following property (list real estate, furniture, vehicles, pensions, insurance, bank accounts, etc )

- 1 Petitioner's PERS 2 Pension Plan with Washington State
- 2 Petitioner's Fidelity Rollover Account
- 3 Petitioner's Fidelity Stock Account
- 4 Petitioner's Boeing Pension Plan
- 5 One half of the community portion of the Respondent's Federal Employees Retirement System defined benefit plan with the Federal Government The Court divides this FERS defined benefit plan pursuant to the formula enumerated in Marriage of Bulcock, 59 Wn App 630 (1990) which shall be transferred to the husband by Domestic Relations Order to be presented to the Court within 60 days after entry of this Decree of Dissolution
- 6 The amount of \$18,788 of the Respondent/Wife's Thrift Savings Plan as an equalization payment to the husband to be transferred to the Petitioner/Husband pursuant to a Domestic Relations Order which shall be presented to the Court within 60 days after entry of this Decree
- 7 The 1998 Toyota Corolla, currently in the possession of the husband

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8 One half of the household goods and furnishings If the parties cannot agree on an equal division of household goods and furnishings, either may submit a motion to Judge Washington for final division

9 The one-sixth interest in the real property located at Lot 60 Hartstene Pointe Addition 4, according to the lat thereof recorded in Volume 8 of Plats, Page 121, records Mason County, Washington The court finds that the one-sixth interest in this real property was gifted to the Petitioner by his parents, Frank and Mary Mudrovich and is characterized as Petitioner's separate property and is therefore awarded to him

**3.3 Property to be Awarded to the Wife**

The wife is awarded as her separate property the following property (list real estate, furniture, vehicles, pensions, insurance, bank accounts, etc )

- 1 The real property residence located at 11651 58<sup>th</sup> Street, Bellevue, Washington
- 2 One half of the community portion of the Respondent's Federal Employees Retirement System defined benefit plan with the Federal Government The Court divides this FERS defined benefit plan pursuant to the formula enumerated in Marriage of Bulcek, 59 Wn App 630 (1990) which shall be transferred to the husband by Domestic Relations Order to be presented to the Court within 60 days after entry of this Decree of Dissolution
- 3 The remaining amount of the Respondent/Wife's Thrift Savings plan after the amount of \$18,788 is transferred to the husband as enumerated in Section 3.2 above
- 4 The 2007 Toyota Yaris, currently in the possession of the Respondent
- 5 One half of the household goods and furnishings as provided on the attached list of personal property
- 6 Respondent's Davidson Bicycle

**3.4 Liabilities to be Paid by the Husband**

The husband shall pay the following community or separate liabilities

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<u>Creditor</u>	<u>Amount</u>
Chase Visa	\$18,489 03
Citicard Mastercard	\$4,453 51
BECU Personal Loan	\$10,000 00
BECU Visa	\$13,000 00
Philip C Tsai	\$12,237 70

Unless otherwise provided herein, the husband shall pay all liabilities incurred by him since the date of separation

**3 5 Liabilities to be Paid by the Wife**

The wife shall pay the following community or separate liabilities

<u>Creditor</u>	<u>Amount</u>
Countrywide Mortgage	\$366,410 00
Capital One Visa	\$4,829 00
Fry's Credit Card	\$875 00
Chase Mastercard	\$700 00
Discover	\$15,900 00
Chase Visa	\$12,800 00
Wells Fargo Loan	\$10,000 00
FAA First Federal Loan	\$2,000 00
Loan from Respondent's Brother	\$15,000 00
Don Baker	\$4,000 00
Loan on Toyota Yaris	\$11,705 00
Wife's Thrift Savings Plan	\$39,955 00
Dennis McGlothlin	\$11,499 08
Ruth Laura Edlund	\$31,912.05 <i>34,000 CW</i>

Unless otherwise provided herein, the wife shall pay all liabilities incurred by her since the date of separation

1 **3 6 Hold Harmless Provision**

3  
5 Each party shall hold the other party harmless from any collection action relating to  
7 separate or community liabilities set forth above, including reasonable attorney's fees and  
9 costs incurred in defending against any attempts to collect an obligation of the other party  
11

13 **3 7 Maintenance**

15  
17 Does not apply  
19  
21

23 **3 8 Continuing Restraining Order**

25  
27 Does not apply  
29  
31

33 **3 9 Protection Order**

35  
37 Does not apply  
39  
41

43 **3 10 Jurisdiction Over the Children**

45  
47 The court has jurisdiction over the children as set forth in the Findings of Fact and  
49 Conclusions of Law  
51

53 **3 11 Parenting Plan**

55  
57 The parties shall comply with the Parenting Plan signed by the court on this date. The  
59 Parenting Plan signed by the court is approved and incorporated as part of this decree  
61

63 **3 12 Child Support**

65  
67 Child support shall be paid in accordance with the Order of Child Support signed by the  
69 court on this date. This order is incorporated as part of this decree  
71

73 **3 13 Attorney Fees, Other Professional Fees and Costs**

75  
77 Does not apply  
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3 **3 14 Name Changes**

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7 Does not apply  
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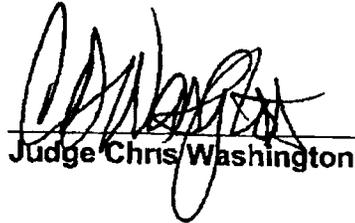
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13 **3 15 Other**

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17 In calculating the property and debt division set forth above, Wife has been granted an equitable  
19 credit in the amount of \$13,700 for reduction of the principal balance of the mortgage by payments  
21 made from separate property wages during the separation period  
23

25 This court retains jurisdiction over issues regarding the transfers of retirement assets until all orders  
27 transferring those assets have been entered  
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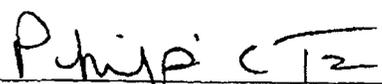
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37 Dated

4-8-10

  
Judge Chris Washington

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47 Presented by

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53 TSAI LAW COMPANY, PLLC

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59   
61 Philip C Tsai, WSBA #27632  
63 Attorney for Petitioner

Approved for entry

WECHSLER BECKER, LLP

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Ruth Laura Edlund, WSBA #17279  
Attorney for Respondent

**FILED**  
KING COUNTY, WASHINGTON  
MAY 05 2010  
SUPERIOR COURT CLERK

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13 Superior Court of Washington  
15 County of King

17 In re

19 PAUL MUDROVICH

21 Petitioner,

No 08-3-07317-7SEA

23 and

25 BARBARA MUDROVICH

Findings of Fact and  
Conclusions of Law  
(Marriage)  
(FNFL)

27 Respondent

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41 **I Basis for Findings**

43 The findings are based on trial The following people attended

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Petitioner, Paul Mudrovich  
Petitioner's Lawyer, Philip C Tsai  
Respondent, Barbara Mudrovich  
Respondent's Lawyer, Ruth Edlund  
Wendy Hutchins-Cook, Ph D  
Petitioner's father, Frank Mudrovich  
Petitioner's mother, Mary Mudrovich

**II Findings of Fact**

Upon the basis of the court records, the court *finds*

**21 Residency of Petitioner**

The Petitioner is a resident of the state of Washington

 ORIGINAL

1 **2 2 Notice to the Respondent**

3  
5 The respondent appeared, responded or joined in the petition  
7

9 **2 3 Basis of Personal Jurisdiction Over the Respondent**

11 The facts below establish personal jurisdiction over the respondent  
13

15  
17 The respondent is currently residing in Washington  
19

21 The parties lived in Washington during their marriage and the petitioner  
23 continues to reside, or be a member of the armed forces stationed, in this state  
25

27 The parties may have conceived a child while within Washington  
29

31 **2 4 Date and Place of Marriage**

33  
35 The parties were married on June 10, 1988 at Bellevue, Washington  
37

39 **2 5 Status of the Parties**

41  
43 Husband and wife separated on July 1, 2008  
45

47 **2 6 Status of Marriage**

49  
51 The marriage is irretrievably broken and at least 90 days have elapsed since the date the  
53 petition was filed and since the date the summons was served or the respondent joined  
55

57 **2 7 Separation Contract or Prenuptial Agreement**

59  
61 There is no written separation contract or prenuptial agreement  
63

65 **2 8 Community Property**

67  
69 The parties have the following real or personal community property  
71

- 73 1 Residence located at 11651 SE 58<sup>th</sup> Street, Bellevue, Washington The court finds the  
75 residence valued at approximately \$478,000  
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- 2 Petitioner's PERS 2 Pension Plan with Washington State The court finds the PERS 2 Pension valued at approximately \$3,522 95
- 3 Petitioner's Fidelity Rollover Account The Court finds the value at approximately \$181,803
- 4 Petitioner's Fidelity Stock Account The Court finds the value at approximately \$11,562 00
- 5 Petitioner's Boeing Pension Plan The Court finds the value at approximately \$9,430
- 6 Respondent's Thrift Savings Plan The Court finds the total value (separate and community) at \$161,537 not including the loan in the amount of (\$39,955) The court finds the community value at approximately \$147,503 and the wife's separate value at approximately \$14,033 50
- 7 Wife's Federal Employees Retirement System defined benefit pension
- 8 The 1998 Toyota Corolla, currently in the possession of the Petitioner The court finds the approximate value at \$1,500
- 9 The 2007 Toyota Yaris, currently in the possession of the Respondent The court finds the approximate value at \$11,705
- 10 The court divides the household goods and furnishings with one half to the Petitioner and one half to the Respondent Respondent is awarded her Davidson bicycle If the parties are unable to agree to an equal division of household goods and furnishings, either party may submit a motion to the Court for final division

**29 Separate Property**

The husband has the following real or personal separate property

A one-sixth interest in the real property located at Lot 60 Hartstene Pointe Addition 4, according to the lat thereof recorded in Volume 8 of Plats, Page 121, records Mason County, Washington The court finds that the one-sixth interest in this real property was gifted to the Petitioner by his parents, Frank and Mary Mudrovich and is characterized as Petitioner's separate property

1 The amounts contributed towards the Petitioner's PERS 2 Pension Plan with Washington  
3 State after the date of separation of July 1, 2008  
5

7 The wife has the following real or personal separate property  
9

11 The amount contributed towards the wife's Thrift Savings Plan after the date of  
13 separation of July 1, 2008  
15

17 The amount contributed or acquired by the wife for her Federal Employees Retirement  
19 System with the Federal government before June 10, 1988 and after the date of separation  
21 on July 1, 2008  
23

25 **2 10 Community Liabilities**  
27

29 The parties have incurred the following community liabilities  
31

<u>Creditor</u>	<u>Amount</u>
Countrywide Mortgage	\$366,410 00
Wife's Thrift Savings Plan	\$39,955 00
Loan on Toyota Yaris	\$11,705 00

45 **2 11 Separate Liabilities**  
47

49 The husband has incurred the following separate liabilities  
51

<u>Creditor</u>	<u>Amount</u>
Chase Visa	\$18,489 03
Citicard Mastercard	\$4,453 51
BECU Personal Loan	\$10,000 00
BECU Visa	\$13,000 00
Philip C Tsai	\$12,237 70

69 The wife has incurred the following separate liabilities  
71

<u>Creditor</u>	<u>Amount</u>
Capital One Visa	\$4,829 00

1	Fry's Credit Card	\$875 00
3	Chase Mastercard	\$700 00
5	Discover	\$15,900 00
7	Chase Visa	\$12,800 00
9	Wells Fargo Loan	\$10,000 00
11	FAA First Federal Loan	\$2,000 00
13	Loan from Respondent's Brother	\$15,000 00
15	Don Baker	\$4,000 00
17	Dennis McGlothlin	\$11,499 08
19	Ruth Laura Edlund	\$31,912 09

23 **2 12 Maintenance**

25 Maintenance was not requested

31 **2 13 Continuing Restraining Order**

33 Does not apply

39 **2 14 Protection Order**

41 Does not apply

47 **2 15 Fees and Costs**

49 There is no award of fees or costs

55 **2 16 Pregnancy**

57 The wife is not pregnant

63 **2 17 Dependent Children**

65 The children listed below are dependent upon either or both spouses

<u>Name of Child</u>	<u>Age</u>	<u>Mother's Name</u>	<u>Father's Name</u>
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Christopher Mudrovich	20 <i>OM</i>	Barbara Mudrovich	Paul Mudrovich
Lillian Mudrovich	18	Barbara Mudrovich	Paul Mudrovich
Hannah Mudrovich	13	Barbara Mudrovich	Paul Mudrovich
Jacob Mudrovich	13	Barbara Mudrovich	Paul Mudrovich

**2 18 Jurisdiction Over the Children**

This court has jurisdiction over the children for the reasons set forth below

This court has exclusive continuing jurisdiction. The court has previously made a child custody, parenting plan, residential schedule or visitation determination in this matter and retains jurisdiction under RCW 26 27 211

This state is the home state of the children because

the children lived in Washington with a parent or a person acting as a parent for at least six consecutive months immediately preceding the commencement of this proceeding

**2 19 Parenting Plan**

The parenting plan signed by the court on this date is approved and incorporated as part of these findings

This parenting plan is a result of trial

**2 20 Child Support**

There are children in need of support and child support should be set pursuant to the Washington State Child Support Schedule. The Order of Child Support signed by the court on this date or dated and the child support worksheet, which has been approved by the court, are incorporated by reference in these findings

**2 21 Other**

*open*  
*payments on*  
Equitable credit respondent made ~~payment on~~ the community mortgage obligation with her separate property salary from the date of the parties' separation until trial. She should be granted

1 an equitable credit in the amount of \$13,700 in the overall property division for the reduction in  
3 the principal amount of the mortgage  
5

7 **III Conclusions of Law**  
9

11 The court makes the following conclusions of law from the foregoing findings of fact  
13

15 **3 1 Jurisdiction**  
17

19 The court has jurisdiction to enter a decree in this matter  
21

23 **3 2 Granting a Decree**  
25

27 The parties should be granted a decree  
29

31 **3 3 Pregnancy**  
33

35 Does not apply  
37

39 **3 4 Disposition**  
41

43 The court should determine the marital status of the parties, make provision for a parenting plan  
45 for any minor children of the marriage, make provision for the support of any minor child of the  
47 marriage entitled to support, consider or approve provision for maintenance of either spouse,  
49 make provision for the disposition of property and liabilities of the parties, make provision for the  
51 allocation of the children as federal tax exemptions, make provision for any necessary continuing  
53 restraining orders, and make provision for the change of name of any party The distribution of  
55 property and liabilities as set forth in the decree is fair and equitable  
57

59 **3 5 Continuing Restraining Order**  
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63 Does not apply  
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67 **3 6 Protection Order**  
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71 Does not apply  
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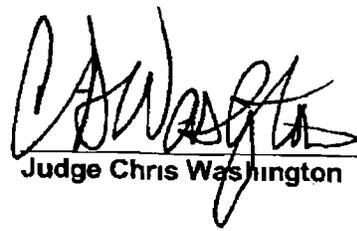
**37 Attorney Fees and Costs**

Does not apply

**38 Other**

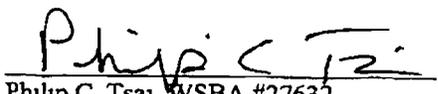
Dated

4-8-10

  
Judge Chris Washington

Presented by

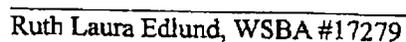
TSAI LAW COMPANY, PLLC



Philip C Tsai, WSBA #27632  
Attorney for Petitioner

Approved for entry

WECHSLER BECKER, LLP

  
Ruth Laura Edlund, WSBA #17279  
Attorney for Respondent

**FILED**  
**KING COUNTY, WASHINGTON**

**MAY 05 2010**

**SUPERIOR COURT CLERK**

**Superior Court of Washington  
County of King**

In re

PAUL MUDROVICH

and

BARBARA MUDROVICH

Petitioner,

Respondent

**No 08-3-07317-7SEA**

**PARENTING PLAN FINAL  
ORDER**

This parenting plan is a final Parenting Plan entered pursuant to a Decree of Dissolution

**It Is Ordered, Adjudged and Decreed**

**I GENERAL INFORMATION**

This parenting plan applies to the following children

<u>Name</u>	<u>Age</u>
Hannah Mudrovich	14
Jacob Mudrovich	14

**II BASIS FOR RESTRICTIONS**

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

**PARENTING PLAN  
FINAL ORDER**  
Page 1

**TSAI LAW COMPANY PLLC**  
ATTORNEYS AT LAW  
2101 FOURTH AVENUE, SUITE 1560  
SEATTLE WA 98121  
206 728 8000

**ORIGINAL**

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**2 1 Parental Conduct (RCW 26 09 191(1), (2))**

Does not apply

**2 2 Other Factors (RCW 26 09 191(3))**

The issue of restrictions against the mother for an abusive use of conflict regarding her alienating the children from their father is reserved for future determination by Judge Chris Washington who is retaining jurisdiction over this parenting plan

**III RESIDENTIAL SCHEDULE**

**3 1 Schedule for Children Under School Age**

There are no children under school age

**3 2 School Schedule**

Upon enrollment in school, the children shall reside with Mother, except for the following days and times when the children will reside with or be with Father

Upon entry of this parenting plan, Father shall have a midweek dinner with the children on Thursday evening at 6 00 p m every week and shall spend every other weekend with the children from Friday at 6 00 p m to Sunday at 6 00 p m The family shall use the help of a professional from Indaba Center for a transition to predictable time with father The parties agree that if possible the Indaba professional used will be Karin Ballantyne The professional shall receive a copy of Dr Hutchins-Cook's parenting evaluation and Judge Washington's Order on Show Cause re Contempt of Court dated 2/26/2010 Each parent shall meet separately with the professional Mother shall have the children ready to go with the father with all items necessary for them to spend the residential time with father at the designated time

**3 3 Schedule for Winter Vacation**

The children shall reside with the Mother during winter vacation, except for the following days and times when the children will reside with or be with Father

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2009 father and children may schedule some day-long outings for two or three of the days. The dates shall be decided upon by December 1, 2009. Mother shall also have two or three uninterrupted days and evenings during the break.

2010 and following. The parents shall share the winter vacation equally with the father having the first half and the mother having the second half in odd years and the reverse in even years. The dates shall be decided upon by December 1<sup>st</sup>.

**3.4 Schedule for Other School Breaks**

The children shall reside with Mother during other school breaks, except for the following days and times when the children will reside with or be with Father:

2009-2010 school year. Father may have up to two overnights during one or the other break. Mother may schedule time with the children during one or the other break, and her time shall take precedence over the children's weekly time with Father.

2010-2011 school year and thereafter. Father and Mother shall alternate time with the children during the full break period with the father having mid winter break in even years and the spring break in odd. The parents shall notify each other of their choice of dates no later than three weeks before the desired dates. Father's dates to have priority in even years and mother's in odd.

**3.5 Summer Schedule**

Upon completion of the school year, the children shall reside with Mother, except for the following days and times when the children will reside with or be with Father:

Other: same as school year.

**3.6 Vacation With Parents**

The schedule for vacation with parents is as follows:  
For the summer beginning 2010, Father shall have an uninterrupted summer vacation of seven to ten overnights. Father shall provide Mother with an itinerary.

Mother shall have uninterrupted vacation up to seven to ten overnights, which need not be taken in the summer, provided it does not interfere with Father's vacation time. Mother shall provide Father with an itinerary.

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Either party may initiate discussion of dates by April 1 of each year, with the use of the Indaba parent helper if necessary

**3 7 Schedule for Holidays**

Beginning June of 2010, the residential schedule for the children for the holidays listed below is as follows

	With Father (Specify Year Odd/Even/Every)	With Mother (Specify Year Odd/Even/Every)
New Year's Day	odd	even
Martin Luther King Day	even	odd
Presidents' Day	odd	even
Memorial Day	even	odd
July 4th	odd	even
Labor Day	even	odd
Veterans' Day	odd	even
Thanksgiving Day	even	odd
Christmas Eve	Every (until 10 p m )	
Christmas Day		Every starts at 10 00 p m m 24th

Thanksgiving Day shall begin on Thursday at 10 00 a m and end on Thursday at 9 00 p m

**3 8 Schedule for Special Occasions**

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

	With Father (Specify Year Odd/Even/Every)	With Mother (Specify Year Odd/Even/Every)
Mother's Day		Every (mother)
Father's Day	Every( father)	
Mother's Birthday		Every (mother)

1 Children's birthday odd even  
3 Father's Birthday every (father)  
5

7 **3 9 Priorities Under the Residential Schedule**  
9

11 Paragraphs 3 3 - 3 8, have priority over paragraphs 3 1 and 3 2, in the following order  
13 Rank the order of priority, with 1 being given the highest priority  
15

- 17 1 summer schedule, school schedule  
19 2 Special occasions, holidays  
21 3 winter vacation, school breaks  
23 4 Vacation with parents  
25

27 **3 10 Restrictions**  
29

31 Mother shall not involve or discuss with the children in adult issues such as child support, other  
33 financial issues regarding the father, shall shield the children from her conflict with the father  
35 Mother shall not use the children to communicate issues she has with the father and his residential  
37 time Mother shall not interfere with father's residential time and shall have the children ready  
39 for the father when he is scheduled to have residential time with them pursuant to this parenting  
41 plan Mother shall not schedule activities for the children other than their regularly scheduled  
43 activities during father's residential time  
45

47 **3 11 Transportation Arrangements**  
49

51 Transportation costs are included in the Child Support Worksheets and/or the Order of Child  
53 Support and should not be included here  
55

57 Transportation arrangements for the children between parents shall be as follows receiving  
59 parent shall provide transportation except as specified above  
61

63 **3 12 Designation of Custodian**  
65

67 The children named in this parenting plan are scheduled to reside the majority of the time with  
69 Mother Mother is designated the custodian of the children solely for purposes of all other state  
71 and federal statutes which require a designation or determination of custody This designation  
73 shall not affect either parent's rights and responsibilities under this parenting plan  
75

77 **3 13 Other**  
79

1  
3 Judge Chris Washington shall retain jurisdiction over the parenting plan in this matter  
5

7 **3 14 Summary of RCW 26 09 430 - 480, Regarding Relocation of a Child**  
9

11 This is a summary only For the full text, please see RCW 26 09 430 through 26 09 480  
13

15 If the person with whom the child resides a majority of the time plans to move, that person shall  
17 give notice to every person entitled to court ordered time with the child  
19

21 If the move is outside the child's school district, the relocating person must give notice by  
23 personal service or by mail requiring a return receipt This notice must be at least 60 days before  
25 the intended move If the relocating person could not have known about the move in time to give  
27 60 days' notice, that person must give notice within 5 days after learning of the move The notice  
29 must contain the information required in RCW 26 09 440 See also form DRPSCU 07 0500,  
31 (Notice of Intended Relocation of A Child)  
33

35 If the move is within the same school district, the relocating person must provide actual notice by  
37 any reasonable means A person entitled to time with the child may not object to the move but  
39 may ask for modification under RCW 26 09 260  
41

43 Notice may be delayed for 21 days if the relocating person is entering a domestic violence shelter  
45 or is moving to avoid a clear, immediate and unreasonable risk to health and safety  
47 If information is protected under a court order or the address confidentiality program, it may be  
49 withheld from the notice  
51

53 A relocating person may ask the court to waive any notice requirements that may put the health  
55 and safety of a person or a child at risk  
57

59 Failure to give the required notice may be grounds for sanctions, including contempt  
61

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

69 A person entitled to time with a child under a court order can file an objection to the child's  
71 relocation whether or not he or she received proper notice  
73

75 An objection may be filed by using the mandatory pattern form WPF DRPSCU 07 0700,  
77 (Objection to Relocation/Petition for Modification of Custody Decree/Parenting Plan/Residential  
79 Schedule) The objection must be served on all persons entitled to time with the child

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

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

**IV Decision Making**

**4 1 Day-to-Day Decisions**

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

**4 2 Major Decisions**

Major decisions regarding each child shall be made as follows

Education decisions            The children's school choices have already been made

If there are to be any changes in school choice, either parent may initiate the Round Robin process described here. Whichever parent initiates a change provides the other parent, in writing, their idea and rationale, a brochure or information sheet, cost and contact person. If the receiving parent agrees, the decision is made. If, after research of material and facility, the parent does not agree, they then provide, in writing, their alternative rationale, information, and contact person. The parent receiving that communication then agrees or, after researching, disagrees and then they do one more round of this process. The parent who is last to disagree at the end of the second round must initiate court action.

Non-emergency health care    Joint, with arbitration as dispute resolution if a decision cannot be made

**4 3 Restrictions in Decision Making**

Does not apply

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## V DISPUTE RESOLUTION

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

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

arbitration by Howard Bartlett, Lynn Pollock or Larry Besk, in the order specified

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

50% petitioner and 50% respondent subject to reallocation by the arbitrator

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

In the dispute resolution process

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

## VI OTHER PROVISIONS

There are the following other provisions

The parents shall communicate directly with information about the children. Text, email or voicemail should be sufficient to communicate the information. Each parent shall be responsible

1 for frequent checking of texts, email or voicemail messages. The parents are the main  
3 communication link with each other about the children. If either parent communicates something  
5 to the children about their time with that parent that affects the other parent, or learns information  
7 from the children, the information shall be provided to the other parent. For example, if Mother  
9 has heard from a child that the swim practice or meet is changing times, she shall communicate  
11 this information to Father.

13  
15 If either parent brings the children to a health, dental or counseling provider, that parent shall  
17 briefly summarize, in writing to the other parent, the results of the appointments to the other  
19 parent.

21  
23 Mother shall be responsible for communicating the specifics of the dates, times, places, and  
25 changes in the children's activities in writing. Mother may satisfy this obligation by providing a  
27 copy of the schedule for a seasonal activity at the commencement of that activity's season. It  
29 should be the exception that there is a change later than dinnertime the evening before. The  
31 parties acknowledge that the children benefit from the model of fewer last-minute changes and  
33 placing precedence on prior commitments. For his part, Father shall establish his own  
35 relationships with school, sports, etc., and shall arrange to receive or access school and sport team  
37 general information directly.

39  
41 The father and the children shall participate in counseling on a one-on-one basis and jointly per  
43 the discretion of the counselor beginning immediately the week after entry of this parenting plan.  
45 The father shall choose the counselor which shall be within the parties' medical insurance plan.  
47 The frequency of the counseling shall occur pursuant to the recommendation of the counselor.  
49 The counseling sessions shall not count towards father's residential time enumerated above but  
51 shall be in addition to his residential time.

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59 **VII. DECLARATION FOR PROPOSED PARENTING PLAN**

61 Does not apply

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67 **VIII. ORDER BY THE COURT**

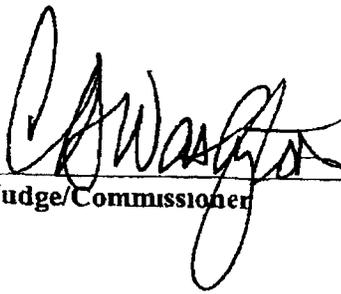
69  
71 It is ordered, adjudged and decreed that the parenting plan set forth above is adopted and approved as an  
73 order of this court.  
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1 **WARNING** Violation of residential provisions of this order with actual knowledge of its terms is  
3 punishable by contempt of court and may be a criminal offense under RCW 9A 40 060(2) or  
5 9A 40 070(2) Violation of this order may subject a violator to arrest  
7

9 When mutual decision making is designated but cannot be achieved, the parties shall make a good faith  
11 effort to resolve the issue through the dispute resolution process  
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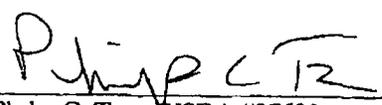
15 If a parent fails to comply with a provision of this plan, the other parent's obligations under the plan are  
17 not affected  
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27 Dated 4-8-10

  
\_\_\_\_\_  
Judge/Commissioner

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37 Presented by  
39  
41 TSAI LAW COMPANY, PLLC

Approved for entry  
WECHSLER BECKER, LLP

43  
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51 Philip C Tsai, WSBA #27632  
53 Attorney for Petitioner

\_\_\_\_\_  
Ruth Laura Edlund, WSBA #17279  
Attorney for Respondent

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

In re the Marriage of

PAUL MUDROVICH

and

BARBARA MUDROVICH

Petitioner,

Respondent

NO 08-3-07317-7SEA

**Order of Child Support  
Final Order (ORS)**

**Clerk's Action Required**

**I Judgment Summary**

**1 1 Judgment Summary for Non-Medical Expenses**

Does not apply

**1 2 Judgment Summary for Medical Support**

Does not apply

**II Basis**

**2 1 Type of Proceeding**

This order is entered under a petition for dissolution of marriage and a decree of dissolution entered on this date

**2 2 Child Support Worksheet**

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

**2 3 Other**

*Order of Child Support (TMORS, ORS) - Page 1  
WPF DR 01 0500 Mandatory (10/2009) - RCW  
26 09 175, 26 26 132*

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ATTORNEYS AT LAW  
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SEATTLE, WA 98121  
206 728 8000

**ORIGINAL**

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**III Findings and Order**

**It Is Ordered**

**3 1 Child(ren) for Whom Support is Required**

Name (first/last)	Age
Christopher Mudrovich (Post Secondary Support)	20
Lillian Mudrovich	17
Jacob Mudrovich	13
Hannah Mudrovich	13

**3 2 Person Paying Support (Obligor)**

Name (first/last) Paul Mudrovich  
Birth date 3/16/1962  
Service Address (You may list an address that is not your residential address where you agree to accept legal documents ) 5836 129<sup>th</sup> Ave SE Bellevue, WA 98006

***The Obligor Parent Must Immediately File With the Court and the Washington State Child Support Registry, and Update as Necessary, the Confidential Information Form Required by RCW 26 23 050***

***The Obligor Parent Shall Update the Information Required by Paragraph 3 2 Promptly After any Change in the Information The Duty to Update the Information Continues as long as any Support Debt Remains due Under This Order***

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

A Actual Monthly Net Income \$5,551 35

**3 3 Person Receiving Support (Obligee)**

Name (first/last) Barbara Mudrovich  
Birth date 2/16/1962  
Service Address (You may list an address that is not your residential address where you agree to accept legal documents ) 11651 SE 58<sup>th</sup> Street, Bellevue, Washington

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**The Oblige Must Immediately File With the Court and the Washington State Child Support Registry and Update as Necessary the Confidential Information Form Required by RCW 26 23 050**

**The Oblige Shall Update the Information Required by Paragraph 3 3 Promptly After any Change in the Information The Duty to Update the Information Continues as Long as any Monthly Support Remains Due or any Unpaid Support Debt Remains Due Under This Order**

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

A Actual monthly Net Income \$7,665 71

The obligor may be able to seek reimbursement for day care or special child rearing expenses not actually incurred RCW 26 19 080

**3 4 Service of Process**

**Service of Process on the Obligor at the Address Required by Paragraph 3 2 or any Updated Address, or on the Oblige at the Address Required by Paragraph 3 3 or any Updated Address, may Be Allowed or Accepted as Adequate in any Proceeding to Establish, Enforce or Modify a Child Support Order Between the Parties by Delivery of Written Notice to the Obligor or Oblige at the Last Address Provided**

1 **3 5 Transfer Payment**

3  
5 The obligor parent shall pay the following amounts per month for the following child(ren)

7  
9

<u>Name</u>	<u>Amount</u>
11 Lilhan Mudrovich	\$500 00
13 Hannah Mudrovich	\$500 00
15 Jacob Mudrovich	\$500 00
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21	
23 <b>Total Monthly Transfer Amount</b>	<b>\$1,500</b> until Post Secondary Educational Support for Lillian begins pursuant to Paragraph 3 14 below
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***The Obligor Parent's Privileges to Obtain or Maintain a License, Certificate, Registration, Permit, Approval, or Other Similar Document Issued by a Licensing Entity Evidencing Admission to or Granting Authority to Engage in a Profession, Occupation, Business, Industry, Recreational Pursuit, or the Operation of a Motor Vehicle may Be Denied or may Be Suspended if the Obligor Parent is not in Compliance With This Support Order as Provided in Chapter 74 20A Revised Code of Washington***

61 **3 6 Standard Calculation**

63  
65  
67 \$1,324 26 per month from the date of entry of this order until the Post Secondary Educational Support for Lillian begins as enumerated in Paragraph 3 14 below (See Worksheet line 17 )

69  
71  
73 \$882 82 per month for Jacob and Hanna Mudrovich when the Post Secondary Educational Support for Lillian begins as enumerated in paragraph 3 14 below

75  
77 **3 7 Reasons for Deviation From Standard Calculation**

79 The child support amount ordered in paragraph 3 5 deviates slightly upward pursuant to the order of the Court

1  
3 **3 8 Reasons why Request for Deviation Was Denied**  
5

7 Does not apply A deviation was ordered  
9

11 **3 9 Starting Date and Day to Be Paid**  
13

15 Starting Date December of 2009  
17 Day(s) of the month support is due One half on the 1<sup>st</sup> and one half on the 15<sup>th</sup>  
19

21 **3 10 Incremental Payments**  
23

25 Does not apply  
27

29 **3 11 Making Support Payments**  
31

33 Select Enforcement and Collection, Payment Services Only, or Direct Payment  
35

37 Enforcement and Collection The Division of Child Support provides support enforcement  
39 services for the case because This is a case in which a parent has requested  
41 services from DCS, a parent has signed the application for services from DCS on  
43 the last page of this support order Support payment shall be made to

45 Washington State Support Registry  
47 PO Box 45868  
49 Olympia, WA 98504  
51 1-800-922-4306  
53 Or 1-800-442-5437  
55

57 A party required to make payments to the Washington State Support Registry will not receive  
59 credit for a payment made to any other party or entity The obligor parent shall keep the registry  
61 informed whether he or she has access to health insurance coverage at reasonable cost and, if so,  
63 to provide the health insurance policy information  
65

67 Any time the Division of Child Support is providing support enforcement services under  
69 RCW 26 23 045, or if a party is applying for support enforcement services by signing the  
71 application form on the bottom of the support order, the receiving parent might be required to  
73 submit an accounting of how the support, including any cash medical support, is being spent to  
75 benefit the child(ren)  
77

79 **3 12 Wage Withholding Action**

Withholding action may be taken against wages, earnings, assets, or benefits, and liens enforced against real and personal property under the child support statutes of this or any other state,

1 without further notice to the obligor parent at any time after entry of this order if payment is more  
3 than 15 days late  
5

7 **3 13 Termination of Support**  
9

11 Support shall be paid until the children reaches the age of 18 or as long as the children remain  
13 enrolled in high school, whichever occurs last, except as otherwise provided below in Paragraph  
15 3 14  
17

19 **3 14 Post Secondary Educational Support**  
21

23 It is agreed between the parents that post secondary educational support shall be paid for  
25 Christopher Mudrovich and Lillian Mudrovich and reserved for Hannah and Jacob Mudrovich  
27 All provisions enumerated in RCW 26 19 090 shall apply to this post secondary educational  
29 provision including but not limited to full time attendance by the child, maintaining good  
31 academic standing, etc  
33

35 Each child shall be responsible for paying for one-half of their total costs for college education  
37 through work, loans, scholarships and/or grants Total costs shall include room, board, tuition,  
39 books, transportation, and living expenses except for the children's freshman year when the total  
41 tuition costs will be paid from each child's established GET account The parents shall contribute  
43 the remaining one-half of the children's college education costs in proportion to their income on  
45 the attached child support worksheets The total costs for each child's post secondary education  
47 shall be capped at the cost of the published rate for financial aid purposes at the University of  
49 Washington undergraduate in state student Shall the child choose to attend a school costing  
51 more than the published rate for financial aid purposes at the University of Washington  
53 undergraduate in state student, the parent's contribution shall be used towards the child's chosen  
55 school but shall be capped and limited to the above The parent shall pay his/her share of said  
57 post secondary educational costs directly to the child or the school, whichever is more feasible  
59

61 **3 15 Payment for Expenses not Included in the Transfer Payment**  
63

65 The petitioner shall pay 42% and the respondent 58 % (each parent's proportional share of  
67 income from the Child Support Schedule Worksheet, line 6) of the following expenses incurred  
69 on behalf of the children listed in Paragraph 3 1 )  
71

73 Agreed Upon Extracurricular Activities  
75

77 **3 16 Periodic Adjustment**  
79

Does not apply

1 **3 17 Income Tax Exemptions**

3  
5 Tax exemptions for the children shall be allocated as follows

7  
9 Petitioner/father shall be entitled to Lillian and Hannah as income tax exemptions and  
11 Respondent/mother shall be entitled to Christopher and Jacob

13  
15 The parents shall sign the Federal Income Tax Exemption form (8332)

17  
19 **3 18 Medical Support – Health Insurance**

21  
23 Each parent shall provide health insurance coverage for the child(ren) listed in paragraph 3 1, as  
25 follows

27  
29 **3 18 1 Health Insurance** (either check box A, or complete sections B and C)

31  
33 A  There is insufficient evidence for the court to determine which parent must provide  
35 coverage and which parent must contribute a sum certain. Therefore, the court is not  
37 specifying how insurance coverage shall be provided. The petitioner's and respondent's  
39 medical support obligations may be enforced by the Division of Child Support or the  
41 other parent under RCW 26 18 170 as described in paragraph 3 18 2, below

43  
45 OR

47  
49 B Findings about insurance

51  
53 25% of the petitioner's basic support obligation is \$331 07, (from line 19 of the  
55 Worksheets) 25% of the respondent's basic support obligation is \$457 19, (from line 19  
57 of the Worksheets)

59  
61  Both parties have available and accessible coverage for the child(ren). The court finds  
63 that  
65  the petitioner, or  
67  the respondent  
69 has better coverage considering the needs of the children, the cost and extent of each  
71 parent's coverage, and the accessibility of the coverage

73  
75 AND

77  
79 C Parties' obligations

(i) Petitioner shall

1  
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79

- a          Provide health insurance coverage for the child(ren) that is available through employment or is union-related so long as the cost of such coverage does not exceed 25% of the petitioner's basic support obligation
  
- b          Provide health insurance coverage for the child(ren) that is available through employment or is union-related even though the cost of such coverage exceeds 25% of the petitioner's basic support obligation. It is in the best interests of the child(ren) to provide such coverage despite the cost **because**
  
- c          Provide private health insurance coverage for the child(ren) so long as the cost of such coverage does not exceed 25% of the petitioner's basic support obligation
  
- d          Pay \$\_\_\_\_\_ towards the health insurance premium being paid by the other parent (petitioner's proportionate share of the premium, not to exceed 25% of the petitioner's basic support obligation). This payment is only required if the petitioner is not providing insurance as described above
  
- e          Be excused from the responsibility to provide health insurance coverage and from the responsibility to provide monthly payment towards the premium **because** (check this box **only** if check box C(u)(e) is not checked below)
  
- (ii)   Respondent shall
  - a          Provide health insurance coverage for the child(ren) that is available through employment or is union-related so long as the cost of such coverage does not exceed 25% of the respondent's basic support obligation
  
  - b          Provide health insurance coverage for the child(ren) that is available through employment or is union-related even though the cost of such coverage exceeds 25% of the respondent's basic support obligation. It is in the best interests of the child(ren) to provide such coverage despite the cost **because**

- 1 c [ ] Provide private health insurance coverage for the child(ren) so long as  
3 the cost of such coverage does not exceed 25% of the respondent's basic  
5 support obligation  
7  
9 d [ ] Pay \$\_\_\_\_\_ towards the health insurance premium being paid by the  
11 other parent (respondent's proportionate share of the premium, not to  
13 exceed 25% of the respondent's basic support obligation) This payment  
15 is only required if the respondent is not providing insurance as described  
17 above  
19  
21 e [x] Be excused from the responsibility to provide health insurance coverage  
23 and from the responsibility to provide monthly payment towards the  
25 premium **because** (check this box **only** if check box C(1)(e) is not  
27 checked above) Petitioner provides health insurance for the children  
29

31 (iii) Both parties' obligation

33  
35 If the child(ren) are receiving state financed medical coverage, the Division of Child  
37 Support may enforce the responsible parent's monthly premium

39  
41 The parent(s) shall maintain health insurance coverage, if available for the child(ren)  
43 listed in paragraph 3 1, until further order of the court or until health insurance is no  
45 longer available through the parents' employer or union and no conversion privileges  
47 exist to continue coverage following termination of employment

49  
51 A parent who is required under this order to provide health insurance coverage is liable  
53 for any covered health care costs for which that parent receives direct payment from an  
55 insurer

57  
59 A parent who is required under this order to provide health insurance coverage shall  
61 provide proof that such coverage is available or not available within 20 days of the entry  
63 of this order to the other parent or the Washington State Support Registry if the parent  
65 has been notified or ordered to make payments to the Washington State Support Registry

67  
69 If proof that health insurance coverage is available or not available is not provided within  
71 20 days, the parent seeking enforcement or the Department of Social and Health Services  
73 may seek direct enforcement of the coverage through the other parent's employer or  
75 union without further notice to the other parent as provided under Chapter 26 18 RCW

77 **3 18 2 Change of Circumstances and Enforcement**

79  
A parent required to provide health insurance coverage must notify both the Division of Child Support and the other parent when coverage terminates

1  
3 If the parents' circumstances change, or if the court has not specified how medical support shall  
5 be provided, the parents' medical support obligations will be enforced as provided in  
7 RCW 26 18 170. If a parent does not provide proof of accessible coverage for the child(ren)  
9 through private insurance, a parent may be required to satisfy his or her medical support  
11 obligation by doing one of the following, listed in order of priority

- 13  
15 1) Providing or maintaining health insurance coverage through the parent's employment or  
17 union at a cost not to exceed 25% of that parent's basic support obligation,  
19 2) Contributing the parent's proportionate share of a monthly premium being paid by the  
21 other parent for health insurance coverage for the child(ren) listed in paragraph 3 1 of this  
23 order, not to exceed 25% of the obligated parent's basic support obligation, or  
25 3) Contributing the parent's proportionate share of a monthly premium paid by the state if  
27 the child(ren) receives state-financed medical coverage through DSHS under RCW 74 09  
29 for which there is an assignment  
31

33 A parent seeking to enforce the obligation to provide health insurance coverage may apply for  
35 support enforcement services from the Division of Child Support, file a motion for contempt (use  
37 form WPF DRPSCU 05 0100, Motion/Declaration for an Order to Show Cause re Contempt), or  
39 file a petition  
41

43 **3 19 Uninsured Medical Expenses**

45 Both parents have an obligation to pay their share of uninsured medical expenses  
47  
49

51 The petitioner shall pay 45% of uninsured medical expenses (unless stated otherwise, the  
53 petitioner's proportional share of income from the Worksheet, line 6) and the respondent  
55 shall pay 55% of uninsured medical expenses (unless stated otherwise, the respondent's  
57 proportional share of income from the Worksheet, line 6)  
59

61 **3 20 Back Child Support**

63 No back child support is owed at this time  
65  
67

69 **3 21 Past Due Unpaid Medical Support**

71 Past due unpaid medical support that may be owed is not affected by this order  
73  
75

77 **3 22 Other Unpaid Obligations**

79 No other obligations are owed at this time

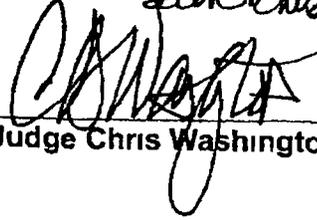
1 **3 23 Other**

3  
5 The obligation to provide support, including the obligation to pay post-secondary support, shall  
7 survive a parent's death and be a priority lien on a party's estate

9 *despite their existing life insurance policies to secure child support obligations*  
11 *Both parties shall remain liable*

13  
15  
17 Dated

4-8-10

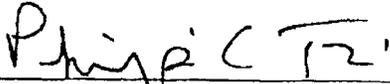
  
19  
21 Judge Chris Washington

23  
25  
27 Presented by

Approved for entry

31  
33  
35  
37 TSAI LAW COMPANY, PLLC

WECHSLER BECKER, LLP

39  
41  
43  
45   
47 Philip C Tsai, WSBA #27632  
49 Attorney for Petitioner

Ruth Laura Edlund, WSBA #17279  
Attorney for Respondent

## Washington State Child Support Schedule Worksheets

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

**Mother** BARBARA MUDROVICH

**Father** PAUL MUDROVICH

**County** KING

**Case No** 08-3-07317-7 SEA

### Child Support Order Summary Report

***This section must be completed for all Worksheets signed by the judicial/reviewing officer.***

A The order <input type="checkbox"/> does <input type="checkbox"/> does not replace a prior court or administrative order
B The <b>Standard Calculation</b> listed on line 17 of the Worksheet for the paying parent is \$1,324 26
C The <b>Transfer Amount</b> ordered by the Court from the Order of Child Support is - to be paid by <input type="checkbox"/> mother <input checked="" type="checkbox"/> father
D The Court deviated (changed) from the <b>Standard Calculation</b> for the following reasons <input type="checkbox"/> Does not apply <input type="checkbox"/> Nonrecurring income <input type="checkbox"/> Sources of income and tax planning <input type="checkbox"/> Split custody <input type="checkbox"/> Residential schedule (including shared custody) <input type="checkbox"/> Child(ren) from other relationships for whom the parent owes support <input type="checkbox"/> High debt not voluntarily incurred and high expenses for the child(ren) <input type="checkbox"/> Other (please describe)
E Income for the Father is <input type="checkbox"/> imputed <input checked="" type="checkbox"/> actual income Income for the Mother is <input type="checkbox"/> imputed <input checked="" type="checkbox"/> actual income Income was imputed for the following reasons
F If applicable <input type="checkbox"/> All health care, day care and special child rearing expenses are included in the Worksheets in Part III

### Worksheets

Child(ren) and Age(s) Lillian Mudrovich, 17, Hannah Mudrovich, 13, Jacob Mudrovich, 13			
Part I Income (see instructions, page 6)			
	Father	Mother	
<b>1</b> Gross Monthly Income			
a Wages and Salaries	\$8,122 00	\$10166 00	
b Interest and Dividend Income	-	-	
c Business Income	-	-	
d Maintenance Received	-	-	
e Other Income	-	-	
f Imputed Income	-	-	
g Total Gross Monthly Income (add lines 1a through 1f)	\$8,122 00	\$10166 00	
<b>2</b> Monthly Deductions from Gross Income			
a Income Taxes (Federal and State) Tax Year Manual	\$1,532 66	\$1,384 42	
b FICA (Soc Sec +Medicare)/Self-Employment Taxes	\$621 33	\$699 21	
c State Industrial Insurance Deductions	-	-	
d Mandatory Union/Professional Dues	-	-	
e Mandatory Pension Plan Payments	-	-	
f Voluntary Retirement Contributions	\$416 66	\$416 66	
g Maintenance Paid	-	-	
h Normal Business Expenses	-	-	
i Total Deductions from Gross Income (add lines 2a through 2h)	\$2,570 65	\$2,500 29	
<b>3</b> Monthly Net Income (line 1g minus 2i)	\$5,551 35	\$7,665 71	
<b>4</b> Combined Monthly Net Income (line 3 amounts combined)		\$13,217 06	
<b>5</b> Basic Child Support Obligation (Combined amounts → )			
Lillian Mudrovich \$1051 00			
Hannah Mudrovich \$1051 00			
Jacob Mudrovich \$1051 00		\$3,153 00	
-			
-			
<b>6</b> Proportional Share of Income (each parent's net income from line 3 divided by line 4)		420	580
<b>Part II Basic Child Support Obligation (see instructions page 8)</b>			
<b>7</b> Each Parent's Basic Child Support Obligation without consideration of low income limitations (Each parent's Line 6 times Line 5 )	\$1,324 26	\$1,828 74	
<b>8</b> Calculating low income limitations (Complete those that apply )			
Self-Support Reserve (125% of the Federal Poverty Guideline )		\$1,128 00	
a Combined Net Income Less Than \$1,000 If line 4 is less than \$1000 then for each parent enter the presumptive \$50 per child	-	-	
b Monthly Net Income Less Than Self-Support Reserve If a parent's monthly net income on line 3 is less than the self-support reserve, then for that parent enter the presumptive \$50 per child	-	-	
c Monthly Net Income Greater Than Self-Support Reserve For each parent subtract the self-support reserve from line 3 If that amount is less than line 7, then enter that amount or the presumptive \$50 per child, whichever is greater	-	-	
<b>9</b> Each parent's basic child support obligation after calculating applicable limitations For each parent, enter the lowest amount from line 7, 8a, 8b or 8c	\$1,324 26	\$1,828 74	

<b>Part III Health Care, Day Care, and Special Child Rearing Expenses</b> (see Instructions, page 8)		
<b>10 Health Care Expenses</b>	<b>Father</b>	<b>Mother</b>
a Monthly Health Insurance Paid for Child(ren)	-	-
b Uninsured Monthly Health Care Expenses Paid for Child(ren)	-	-
c Total Monthly Health Care Expenses (line 10a plus line 10b)	-	-
d Combined Monthly Health Care Expenses (line 10c amounts combined)	-	-
<b>11 Day Care and Special Child Rearing Expenses</b>		
a Day Care Expenses	-	-
b Education Expenses	-	-
c Long Distance Transportation Expenses	-	-
d Other Special Expenses (describe)	-	-
	-	-
	-	-
e Total Day Care and Special Expenses (Add lines 11a through 11d)	-	-
12 Combined Monthly Total Day Care and Special Expenses (line 11e amounts Combined)	-	-
13 Total Health Care, Day Care, and Special Expenses (line 10d plus line 12)	-	-
14 Each Parent's Obligation for Health Care, Day Care, and Special Expenses (multiply each number on line 6 by line 13)	-	-
<b>Part IV Gross Child Support Obligation</b>		
15 Gross Child Support Obligation (line 9 plus line 14)	\$1,324 26	\$1,828 74
<b>Part V Child Support Credits</b> (see Instructions, page 9)		
<b>16 Child Support Credits</b>		
a Monthly Health Care Expenses Credit	-	-
b Day Care and Special Expenses Credit	-	-
c Other Ordinary Expenses Credit (describe)	-	-
	-	-
d Total Support Credits (add lines 16a through 16c)	-	-
<b>Part VI Standard Calculation/Presumptive Transfer Payment</b> (see Instructions, page 9)		
17 Standard Calculation (line 15 minus line 16d or \$50 per child whichever is greater)	\$1,324 26	\$1,828 74
<b>Part VII Additional Informational Calculations</b>		
18 45% of each parent's net income from line 3 ( 45 x amount from line 3 for each parent)	\$2,498 11	\$3,449 57
19 25% of each parent's basic support obligation from line 9 ( 25 x amount from line 9 for each parent)	\$331 07	\$457 19

<b>Part VIII Additional Factors for Consideration (see Instructions, page 9)</b>		
<b>20 Household Assets</b> (List the estimated value of all major household assets )	<b>Father's Household</b>	<b>Mother's Household</b>
a Real Estate	-	-
b Investments	-	-
c Vehicles and Boats	-	-
d Bank Accounts and Cash	\$20 00	-
e Retirement Accounts	-	-
f Other (describe)	-	-
	-	-
	-	-
	-	-
<b>21 Household Debt</b> (List liens against household assets, extraordinary debt )		
a	-	-
b	-	-
c	-	-
d	-	-
e	-	-
f	-	-
<b>22 Other Household Income</b>		
a Income Of Current Spouse or Domestic Partner (if not the other parent of this action)		
Name	-	-
Name	-	-
b Income Of Other Adults in Household		
Name	-	-
Name	-	-
c Gross Income from overtime or from second jobs the party is asking the court to exclude per Instructions, page 10	-	-
d Income Of Child(ren) (if considered extraordinary)		
Name	-	-
Name	-	-
e Income From Child Support		
Name	-	-
Name	-	-
e Income From Assistance Programs		
Program	-	-
Program	-	-
f Other Income (describe)		
	-	-
	-	-
<b>23 Non-Recurring Income (describe)</b>		
	-	-
	-	-

24 Child Support Owed, Monthly, for Biological or Legal Child(ren)	Father's Household	Mother's Household
Name/age Paid <input type="checkbox"/> Yes <input type="checkbox"/> No	-	-
Name/age Paid <input type="checkbox"/> Yes <input type="checkbox"/> No	-	-
Name/age Paid <input type="checkbox"/> Yes <input type="checkbox"/> No	-	-
25 Other Child(ren) Living In Each Household (First name(s) and age(s))		
26 Other Factors For Consideration (attach additional pages as necessary)		
Assumptions for Tax Amounts -- IRS Form 1040 Tax Year 2008		
	Father	Mother
1 Gross Income for Taxes	\$7,867 00	\$10,073 00
2 Filing type (S M, J, H)	Single	Head of Household
3 No. of Exemptions	3	3
4 Adjustments to Income	-	-
5 Deduction Method (I or S)	Standard	Standard
6 Tax Deductions	\$454 17	\$666 67
7 Deduction for Exemptions	\$875 01	\$875 01
8 Taxable Income	\$6 537 82	\$8 531 32
9 Tax Liability	\$1,329 77	\$1,721 37
10 No Child Credits	-	-
11 Tax Credits	-	-
12 Other Taxes	-	-
13 Federal IncomeTax	\$1,329 77	\$1,721 37
<b>Signature and Dates</b>		
I declare, under penalty of perjury under the laws of the State of Washington, the information contained in these Worksheets is complete, true, and correct		
Mother's Signature		Father's Signature
Date	City	Date
		City

Judicial/Reviewing Officer

Date

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

Photocopying of the worksheet is permitted

WSCSS-Worksheets - Mandatory (CSW/CSWP) 10/2009 Page 5 of 5

SupportCalc® 2009

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

Linda K. Ridge  
Deputy Chief Administrative Officer  
King County Superior Court

516 3<sup>rd</sup> Avenue  
M.S. KCC-SC-203  
Seattle, WA 98104  
(206) 205-2582

September 17, 2010

Ms. Barbara Mudrovich  
11651 SE 58<sup>th</sup> Street  
Bellevue, WA 98006

RE: Mudrovich v Mudrovich -- 08-3-07317-7 SEA

Dear Ms. Mudrovich:

We have received your request for reasonable accommodation in the case noted above. Your request has been reviewed, and the following information is provided in response.

Judge Chris Washington will not be retaining jurisdiction over your case. All further proceedings will be considered by the Chief Judge Jim Doerty. An order from Judge Doerty providing direction and addressing parts of your reasonable accommodation request is attached. Please read it carefully.

With respect to the 20 accommodations you requested:

1. All family law proceedings are electronically recorded and you may obtain a compact disk copy of any hearing from the Clerk's office so that you can re-listen to hearings at home. Additional recording equipment is not permitted by the judge.
2. All printed information will be provided in plain English. If you have questions about what something means you should ask the judge or your attorney.
3. This item should be taken up with the judge.
4. This item should be taken up with the judge.
5. This item should be taken up with the judge.
6. This item has been addressed in No. 1 & 2 above.
7. This item should be taken up with the judge.
8. This item should be taken up with the judge.
9. A disability advocate will be permitted to accompany you to any hearings. You must provide the advocate.
10. This item should be taken up with the judge.
11. Court personnel are not permitted to be part of the adversarial process.
12. This item should be taken up with the judge.
13. Court personnel do not provide professional legal assistance.
14. This item is addressed by court rules the Rules of Professional Conduct and the Code of Judicial Conduct.

15. This item should be taken up with the judge.
16. If you feel uncomfortable coming in and out of the building you may bring a friend or advocate with you.
17. Disabled parking is available close to the courthouse on the south side. A Washington State Department of Licensing disability permit must be displayed as required by law.
18. This item should be taken up with the judge.
19. This item should be taken up with the judge.
20. Electronically filing (E-filing) is available in all family law cases. For information on e-filing please see the Department of Judicial Information website at:  
<http://www.kingcounty.gov/courts/Clerk/E-Filing.aspx>

Sincerely yours,

A handwritten signature in cursive script that reads "Linda K. Ridge".

Linda K. Ridge  
Courts Access Coordinator  
King County Superior Court

Attachment