

NO. 66104-3-I

**COURT OF APPEALS, DIVISION I  
OF THE STATE OF WASHINGTON**

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*In re the Marriage of*

YVETTE CONNOR (f/k/a BETTATI), Respondent,

v.

ARTHUR BETTATI, Appellant.

---

**APPELLANT'S REPLY BRIEF**

---

ARTHUR J. BETTATI, JR.  
APPELLANT PRO SE

8510 ROLLING GREEN WAY  
FAIR OAKS, CALIFORNIA  
95628-6230  
(916) 716-6599

~~FILED~~  
COURT OF APPEALS DIV I  
STATE OF WASHINGTON  
2011 OCT 18 AM 10:45

**APPELLANT'S REPLY BRIEF**

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## **APPELLANT'S REPLY BRIEF**

Respectfully, Appellant, ARTHUR J. BETTATI, JR., submits the following Reply Brief in response to Respondent Connor's Brief, and in support of his Appeal to the Court of Appeals, Division 1 of the State of Washington. I provide this Reply Brief under penalty of perjury and the laws of the State of Washington.

### **I. INTRODUCTION**

For the reasons outlined in the Appellant's Opening Brief, the State of Washington trial Court erred, and thereby abused its discretion and prejudiced the Appellant when it unreasonably denied Appellant's Motion for Change of Venue of all remaining issues in the State of Washington Courts to the California Courts.

The State of Washington trial Court's decision was unreasonable for many reasons, including: Neither party lives in the State of Washington, and the Dissolution action jurisdiction is divided between the State of Washington Court, and California Court where there is an overwhelming and compelling history of Child Custody litigation both ongoing and currently pending in relation to this case.

Unresolved financial issues can now be heard and adjudicated in the California Court, because California has accepted registration (Exhibit 1) of the Washington State Judgment Summary and Decree of Dissolution, which includes the CR2A Dissolution Settlement Agreement and a specific Support payment agreement (Clerk's Papers Pages 567-579).

## **II. REPLY ARGUMENTS**

### **A. The Trial Court Abused Its Discretion.**

1. The State of Washington trial Court erred, and thereby abused its discretion by unreasonably denying Appellant's Motion for Change of Venue.

2. Respondent Connor has provided lengthy recitations of the first year (October 2007 – September 2008) of State of Washington Dissolution and California Court proceedings in this matter (which were not in dispute). However, in what amounts to a thin-at-best Response Brief argument Respondent Connor has NOT provided any substantive argument as to why the State of Washington trial Court did NOT abuse its discretion in unreasonably denying Appellant's Motion for Change of Venue. In fact, Respondent Connor acknowledges on Page 14 of Respondent's Brief that the State of Washington trial "*Court might have*

*been justified*” in ruling in favor of Appellant’s Motion for Change of Venue.

3. As detailed in Appellant’s original Motion for Change of Venue pleadings (Clerk’s Papers Pages 3-4, 10-15, 129-138, 139-141, 176-181) the Washington State trial Court was aware that there were both significant changes in the facts and circumstances in the State of Washington proceedings, as well as significant facts and circumstances that supported the State of Washington trial Court’s original ruling granting Appellant’s Motion for Change of Venue.

4. The significant changes in facts and circumstances occurred after years of inactivity concerning the proceedings in the State of Washington, including the facts that neither the Appellant, nor Respondent Connor were residents of the State of Washington (Clerk’s Papers Page 3-4, 8, 24, 131, 137-138, 177); that the California Child Custody proceedings in this case have been ongoing since 2007, continue in the California Court (Clerk’s Papers Pages 3-4, 11-12, 177), and there has been no remedy for the Appellant to seek equitable reimbursement of attorney fees (fairly based on the disparity of income between Respondent Connor’s consistently high income, and Appellant’s lower income) for the costly ongoing Child Custody litigation in the California Court (Clerk’s Papers Pages 3-4, 138, 140); and that Respondent Connor maintained and

continues to maintain significant contacts with California (including real-estate co-ownership, etc.) (Clerk's Papers Pages 3-4, 139, 177).

5. **Respondent Connor has not disputed any of these significant facts and circumstances.**

6. Additionally detailed in the Appellant's Opening Brief, there are multiple compelling and significant legal arguments and concepts supporting why a change of venue should have been granted by the State of Washington trial Court including: The Due Process Clause of the Fourteenth Amendment; The Three Prongs of Jurisdiction; Domicile; *Forum Non-conveniens*; Comity; General Appearance; California's Long Arm Statute; and Constitutionally-Permissible Basis for Exercise of Personal Jurisdiction. Considering these and still other arguments, the Appellant has more than sufficiently demonstrated abuse of discretion by the State of Washington trial Court and that the trial Court was unreasonable in its denial of Appellant's Motion for Change of Venue.

**B. The Trial Court Prejudiced the Appellant By Denying the Change of Venue.**

1. The Appellant is prejudiced by the State of Washington trial Court's unreasonable decision to deny the Appellant's Motion for Change

of Venue. *Lincoln v. Transamerica Investment Co.*, 89 Wn.2d 571, 578 P.2d 1316 (1978).

2. The trial Court's decision was prejudicial to the Appellant because the trial Court's decision to deny the Appellant a change of venue of all remaining State of Washington issues to the California Court makes any attempt by the Appellant to litigate remaining issues in the State of Washington almost completely legally (Appellant is without representation), financially, and logistically impractical and inconvenient.

3. In all practical effect, the trial Court's unreasonable denial of Appellant's Motion for Change of Venue has resulted in prejudice to the Appellant's cause of "*traditional notices of fair play and substantial justice*," *Burnham v. Superior Court (Burnham)* (1990) 495 U.S. 604, related to the remaining issues in this case.

**C. The California Court Maintains Personal Jurisdiction Over Respondent Connor Through Ongoing Child Custody Proceedings; and Unresolved Financial Matters, Including Delinquent Support, Can Now Be Resolved and Enforced In the California Court.**

1. As detailed through nearly four years of California Court Orders included in the Appellant's Opening Brief (Appendix Exhibits 11-29), as well as the fact that Respondent Connor has made general appearances at

trial in California, the California Court has established and continues to maintain personal jurisdiction over Respondent Connor (Clerk's Papers Page 11).

2. Furthermore, in compliance with California Family Code Section 4951, which states: "*A support order or income-withholding order of another state may be registered in this state,*" the Washington State Judgment Summary and Decree of Dissolution, which includes the CR2A Dissolution Settlement Agreement and specific Support payment agreement (Clerk's Papers Pages 567-579) has been registered in the California Courts (Exhibit 1).

3. Respondent Connor had 25 days in which to contest the registration of the Washington State Support Order with the California Court, and Respondent Connor did NOT do so, at which time the Order was confirmed by the California Court.

4. The uncontested Registered Out-of-State Support Order (Exhibit 1) specifically states "*The registered order is enforceable in the same manner as a support order made by a California court as of the date the Registration Statement is filed.*" The Registration Statement was filed on July 1, 2011, and Respondent Connor was properly notified of the registration of the Support Order on July 14, 2011 by a Sacramento, California Superior Court Clerk, as detailed in the attached Registered

Order.

5. Respondent Connor has been in violation of the State of Washington Decree of Dissolution and corresponding CR2A Dissolution Settlement Agreement for more than three years, owing back support as outlined in the California Registered Support Order, which can now be enforced by the California Court and its personal jurisdiction over Respondent Connor.

6. Child Support and property disposition both require personal jurisdiction over the affected persons. *In re Marriage of Tsarbopoulos*, 125 Wn.App. 273, 284, 104 P.3d 692 (2004); *In re Marriage of Peck*, 82 Wn.App. 809, 815-18, 920 P.2d 236 (1996). The California Court currently maintains personal jurisdiction over both the Appellant and Respondent Connor through ongoing Child Custody proceedings. Equally, the California Court, given the ongoing Child Custody proceedings in this case, is the most appropriate and reasonable venue for ANY determination of child support considering the California Court's cumulative and detailed experience with the instant Child Custody proceedings. Consistent with this idea, in *Harris v. Harris*, 71 Wash. 307, 128 Pac. 673, the [State of Washington Court] "*held that the court making the original award of custody has continuing jurisdiction to increase child support payments regardless of the whereabouts of the child or parent.*"

*Sherwood v. Sherwood*, 48 Wn.2d 128, 291 P.2d 674 (1955). It is the California Court that made the original award of Child Custody, and continues to make awards of Child Custody, not the State of Washington Court.

**D. The California Court Is An Adequate Alternate Forum and Maintains Continuing Jurisdiction To Enforce Its Orders.**

1. Under the “*doctrine of continuing jurisdiction*,” the California Court maintains continuing jurisdiction to clarify and enforce its own orders and is an adequate alternate forum for all of the remaining State of Washington issues in this case. An Order of Support is now enforceable in California, Child Custody proceedings continue in California, and so does the California Court’s jurisdiction over both the Appellant and Respondent Connor.

2. Respondent Connor’s argument on Page 10 of Respondent Connor’s Reply Brief stating: “*See e.g., Heuchan v. Heuchan, 38 Wn.2d 207, 213-14, 228 P.2d 470 (1951) (the power to modify is not lost because a party is no longer a state resident)*” FAILS to recognize the fact that NEITHER party, Appellant nor Respondent Connor, is a resident of the State of Washington, nor retains ANY contacts with the State of

Washington; while conversely BOTH parties maintain significant contacts in the State of California (as detailed in the Appellant's Opening Brief).

3. The California Court's continuing jurisdiction is also consistent with the Conflicts of Law Restatement Provision that:

*“If a state obtains judicial jurisdiction over a party to an action, the jurisdiction continues throughout all subsequent proceedings which arise out of the original cause of action.”* RESTATEMENT (SECOND) OF CONFLICT OF LAWS § 26 (1988)

Consistent with this Provision, proceedings in the State of Washington Court effectively ended on September 25, 2008 with the entry of a Decree of Dissolution, while proceedings in the California Court have been continuous, and so has the California Court's judicial jurisdiction over the Appellant and Respondent Connor.

**E. Respondent Connor's Reply Brief Is Confusing and Incorrect.**

1. On Page 3 of Respondent Connor's Reply Brief, under the heading *“B. Denial of a Motion for Reconsideration,”* Respondent Connor appears to be incorrectly arguing that Appellant brought the State of Washington trial Court Motion for Reconsideration, and that it was denied. In fact, Respondent Connor brought the Motion for Reconsideration after

Appellant's Motion for Change of Venue was originally granted by the State of Washington trial Court. Respondent's Connor's Motion for Reconsideration was actually granted by the State of Washington trial Court, as indicated subsequently by Respondent Connor in the final paragraph on Page 7 of Respondent Connor's Brief. The granting of Respondent Connor's Motion for Reconsideration is the subject of the instant Appeal now before the Appellate Court. These contradictory statements by Respondent Connor are confusing.

2. Respondent Connor's footnote #8 at the bottom of Page 5 of Respondent Connor's Brief, which states: "*The Court only allowed Arthur to have supervised visitation with his child. CP 102*" is FALSE. As detailed in nearly four years of California Child Custody parenting-time schedule Court Orders included in Appellant's Opening Brief (Appendix Exhibits 11-29), Appellant's frequent and regular parenting time with his Daughter was NEVER supervised.

3. There are chronological errors in Respondent Connor's Brief: Paragraph 1, top of Page 7 where "*August 10, 2008*" should correctly be August 10, 2010; and "*August 16, 2008*" should correctly be August 16, 2010.

4. On Page 10 of Respondent Connor's Brief, Respondent Connor states: "*Washington is the state that exercised original jurisdiction.*" This

statement is misleading and does not account for the fact that California is the State that exercised original jurisdiction over Child Custody issues, and continues to retain jurisdiction over those ongoing proceedings.

5. Also on Page 10 of Respondent Connor's Brief, Respondent Connor states: "*Washington is apparently the only state where both parties have (or had) attorneys who are familiar with the property-related facts of this case.*" This statement is FALSE. Both Appellant and Respondent Connor have had attorneys in California who are knowledgeable and experienced with the property-related facts of this case, and Respondent Connor is still represented by Charlotte Keeley (Clerk's Papers Pages 33-128, 142-165), Respondent Connor's original California attorney from the start of these proceedings in 2007.

**F. Respondent Connor Resorts to Unnecessary Personal Attacks On the Appellant.**

1. From the commencement of Dissolution proceedings in the States of California and Washington in 2007, Respondent Connor has taken many opportunities to personally attack, disparage, and malign the Appellant (Clerk's Papers Pages 25, 140, etc.). Respondent Connor's statements on Pages 3 and 5 of the Respondent's Brief are consistent, and

in keeping, with Respondent Connor's prior false (Clerk's Papers Pages 11, 25-26) and malicious attacks against the Appellant.

2. For instance, Respondent Connor's October 3, 2007 Protective Order against the Appellant, and its subsequent 30-day extension of November 1, 2007 were supported by the false statements of Respondent Connor. Further extension of Respondent Connor's Protective Order was quickly denied by the State of Washington Court (Clerk's Papers Page 490) and dismissed less than 60 days after the Court issued the original Order.

3. These continuing personal attacks by Respondent Connor on the Appellant are irrelevant to this proceeding, have no place here, and are a waste of the Appellate Court's consideration and time. Having said that, it may also be said that mud sticks most to those who sling it.

### **III. CONCLUSION**

The State of Washington trial Court abused its discretion by unreasonably denying Appellant's Motion for Change of Venue to the California Court where this case is continuing. In so doing, the State of Washington trial Court has prejudiced the Appellant.

Respondent Connor has been in violation of the CR2A Agreement since September 25, 2008, and has not paid the Appellant the Support obligation Respondent Connor owes, which has culminated in personal financial collapse for the Appellant, to the point of pending bankruptcy.

For the Appellant to seek resolution of remaining issues (such as an equitable award of attorney fees) in the State of Washington, it would require prohibitive financial and travel expense on the Appellant's part, to the State of Washington where the Appellant has no legal representation. This alone makes the State of Washington a highly inconvenient forum for the Appellant, perpetuating an unseemly, unmanageable, and expensive process for the Appellant.

For these and many other reasons discussed in detail in this Reply Brief and the Appellant's Opening Brief, the Appellant no longer consents to have any remaining Dissolution issues in this case resolved in the State of Washington Court.

A question begs: Why is Respondent Connor so opposed to a change of Venue to the California Courts? The answer is clear: Because maintaining the status quo of multi-state litigation effectively cripples the Appellant's ability to resolve remaining issues equitably.

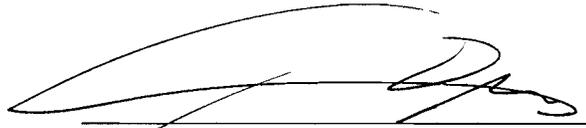
If all the equities and interests involved are considered, a reasonable ruling by the Court of Appeals that best serves the ends of

justice, and “*traditional notices of fair play and substantial justice,*” is a ruling which concludes that the State of Washington trial Court’s decision to unreasonably deny Appellant’s Motion for Change of Venue ultimately culminates in an abuse of discretion by the State of Washington trial Court and prejudices the Appellant.

The trial Court’s ruling should be overturned, and the Appeal should be granted.

Dated this 12<sup>th</sup> day of October, 2011 at Sacramento, California.

Respectfully Submitted,



Arthur Bettati,  
APPELLANT Pro Se

Arthur J. Bettati, Jr.  
APPELLANT Pro Se  
8510 Rolling Green Way  
Fair Oaks, California 95628-6230  
(916) 716-6599

#### **IV. APPENDIX**

**Exhibit 1** – July 1, 2011 State of California Notice of Registration of Out-of-State Support Order

# EXHIBIT 1

<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF SACRAMENTO</b> STREET ADDRESS: 3341 POWER INN ROAD MAILING ADDRESS: 3341 POWER INN ROAD CITY AND ZIP CODE: SACRAMENTO, CALIFORNIA 95826 BRANCH NAME: WILLIAM R. RIDGEWAY FAMILY RELATIONS COURTHOUSE		FOR COURT USE ONLY <div style="border: 1px solid black; padding: 5px; text-align: center;">           FILED            JUL - 1 2011            T. SCOTT            Deputy Clerk         </div> By _____ CASE NUMBER: <b>11 FL04321</b>
PETITIONER/PLAINTIFF: ARTHUR J. BETTATI, JR.  RESPONDENT/DEFENDANT: YVETTE K. BETTATI		
<b>NOTICE OF REGISTRATION OF OUT-OF-STATE SUPPORT ORDER</b> <input checked="" type="checkbox"/> Support Order <input type="checkbox"/> Income Withholding Order		<b>07 FL04448</b>

- To (name): *RESPONDENT; YVETTE K. BETTATI*
- You are notified that an  Out-of-State Support Order  Out-of-State Order for Income Withholding has been registered with this court. A copy of the order and the Registration Statement are attached.
- The amount of arrears is specified in item 1 on the attached Registration Statement.
- The registered order is enforceable in the same manner as a support order made by a California court as of the date the Registration Statement is filed.
- If you want to contest the validity or enforcement of the registered order, you must request a hearing within 25 days of the date that this notice was mailed to you (*see below for clerk's date of mailing*). You can request a hearing by completing and filing a *Request for Hearing Regarding Registration of Support Order* (form FL-575).
- If you fail to contest the validity or enforcement of the attached order within 25 days of the date this notice was mailed, the order will be confirmed by the court and you will not be able to contest any portion of the order including the amount of arrears as specified in item 1 of the Registration Statement.

*25 Days = August 8, 2011*

**CLERK'S CERTIFICATE OF MAILING**

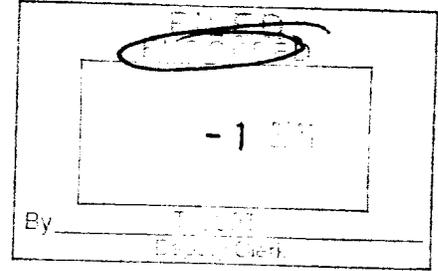
1. I certify that I am not a party to this cause and that a copy of the registration statement with a copy of the out-of-state order were sent to the person named in item 1 by first-class mail. The copies were enclosed in an envelope with postage fully prepaid. The envelope was addressed to the person named in item 1 only at the address in the registration statement, sealed, and deposited with the United States Postal Service

at (place): **SACRAMENTO**  
 on (date):

2. Copy sent to local child support agency on (date):

Date: **JUL 14 2011** Clerk, by **T. SCOTT**, Deputy

ARTHUR J. BETTATI, JR.,  
Petitioner  
8510 Rolling Green Way  
Fair Oaks, CA 95628  
Telephone: (916) 716-6599



In Pro Per

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF SACRAMENTO**

In re the Marriage of:

Case No.: **11 FL04321**  
*11FL04448*

Petitioner: ARTHUR BETTATI, JR.

**REGISTRATION STATEMENT  
OF PETITIONER**

and

Respondent: YVETTE BETTATI

**PER FORM FL570 – NOTICE OF  
REGISTRATION OF OUT-OF-  
STATE SUPPORT ORDER**

\_\_\_\_\_/

I, ARTHUR BETTATI, JR, declare the following under penalty of perjury under the laws of the State of California that the following is true and correct; I am personally familiar with all of the facts and circumstances as indicated below and if called I would testify to the same in a court of law:

I make this filing and Statement in accordance with instructions (attached) provided to me by the Court and Judge Eugene Balonon, Sacramento Superior Court Department 125.

**STATEMENT OF FACTS**

1. **ARREARS: \$43,525.62.** Current outstanding balance owed to Petitioner as of June 6, 2011: \$43,525.62. See calculation below.
  
2. **Obligor: Yvette K. Connor, F/K/A Yvette K. Bettati, Respondent.**
  
3. Obligor's Address: 2609 Saddleback Court, Castle Rock, Colorado 80104.
  
4. Obligor's Employer: Marsh & McClellan, Inc., 1225 – 17<sup>th</sup> Street, Suite 2100, Denver, Colorado 80202-5521
  
5. Obligee: Arthur Bettati, Jr., Petitioner
  
6. Obligee Address: 8510 Rolling Green Way, Fair Oaks, California 95628
  
7. All outstanding support payments are to be made to the Obligee, Arthur Bettati, Jr.

**CALCULATION OF CONTINUED OUTSTANDING SUPPORT**

The Respondent (Yvette Bettati) has NOT paid the Petitioner (Arthur Bettati) the final Dissolution spousal support payment (which was due “upon entry of a Decree” on September 25, 2008) as agreed to in “EXHIBIT 1” on Page 3, Paragraph 3, in the attached and submitted subject State of Washington Dissolution Judgment Summary and CR 2A Divorce Settlement Agreement (EXHIBIT 1).

Under the specific terms of the CR 2A Divorce Settlement Agreement, the Respondent was required to make a final payment of \$32,015.00 to Petitioner upon entry of the Decree of Dissolution (DCD) in the State of Washington. A Decree of Dissolution, Judgment Summary, and CR 2A Divorce Settlement Agreement was entered in the State of Washington on September 25, 2008. Respondent failed to make the required final spousal support payment of \$32,015.00 to Petitioner, as agreed, on September 25, 2008.

As of the date of this filing, June 6, 2011, the Respondent has NOT paid, in part or in whole, Petitioner the agreed to final spousal support payment of \$32,015.00.

Per the Judgment Summary accompanying the Decree of Dissolution and CR 2A Divorce Settlement Agreement, the Respondent is required to pay the Petitioner 12% interest annually on any unpaid owing payment balance associated with the CR 2A Divorce Settlement Agreement. As per the June 6, 2011 date of this filing, and in keeping with the terms of the Judgment Summary and CR 2A Divorce Settlement Agreement, interest has accrued on the owing and past-due balance of the final unpaid spousal support payment, and per the Judgment Summary the past-due balance is calculated as follows:

- a. September 25, 2008 – September 24, 2009 12% A.P.R. (annual percentage rate) Judgment Summary interest accrued on final \$32,015 unpaid spousal support payment = \$3,841.80 for a total unpaid spousal support balance of \$35,856.80;

b. September 25, 2009 – September 24, 2010 12% A.P.R. Judgment Summary interest accrued on continuing \$35,856.80 unpaid spousal support balance = \$4,302.82 for a total unpaid spousal support balance of \$40,159.62;

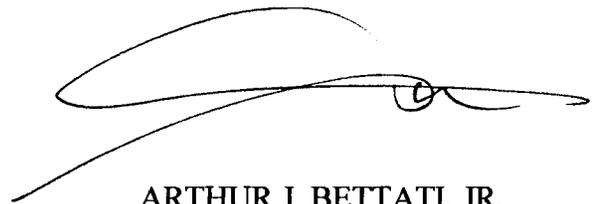
c. September 25, 2010 – June 6, 2010 12% A.P.R. Judgment Summary interest accrued on continuing \$40,159.62 unpaid spousal support balance = \$3,366.00\* for a total unpaid spousal support balance of \$43,525.62.

\*Total Year September 25, 2010 to September 24, 2011 12% A.P.R. Summary Judgment interest = \$4,819.15 or \$13.20 per day. Prorated interest from September 25, 2010 to June 6, 2010 (day of filing) = 255 Days @ \$13.20 per day = \$3,366.00

The unpaid spousal support balance continues to accrue Judgment Summary interest at a 12% A.P.R. of \$13.20 per day through September 24, 2011, at which point Summary Judgment A.P.R. interest is recalculated for the new September 25, 2011 – September 24, 2012 new interest year, and ongoing if balance of unpaid spousal support is not paid.

Dated: June 6, 2011

Respectfully Submitted,



ARTHUR J. BETTATI, JR,  
Petitioner, In Pro Per

SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SACRAMENTO

DATE/TIME : FEBRUARY 23, 2011  
JUDGE : EUGENE BALONON  
REPORTER : None

DEPT. NO : 125  
CLERK : A. Bell  
BAILIFF :

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In the Matter of:

BETTATI, ARTHUR, JR.

IN PRO PER

Case No.: 07FL04448

BETTATI, YVETTE

KEELEY, CHARLOTTE

---

Nature of Proceedings: Memo

TO: ALL PARTIES AND THEIR ATTORNEY(S) OF RECORD

Enclosed is a blank FL-580<sup>610</sup> Registration of Out-of-State Custody Order, pursuant to Mr. Bettati's inquiry at the last date of trial. If Mr. Bettati needs further assistance, he can contact the Family Law Facilitator's Office in Room 113 of the courthouse.

---

Arthur Bettati, Jr.  
8510 Rolling Green Way  
Fair Oaks, CA 95628

Charlotte Keeley  
Attorney at Law  
1451 River Park Drive, Ste 244  
Sacramento, CA 95815

I, Amy Bell, hereby certify that I am not a party to the within action and that I deposited a copy of this **Memo** in sealed envelopes with first class postage prepaid addressed to each party above in the U.S. Mail at 3341 Power Inn Road, Sacramento, CA.

Dated: 2-23-11

  
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Deputy Clerk

Book:  
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Case No.:

**CERTIFIED  
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**FILED**  
KING COUNTY, WASHINGTON  
SEP 25 2008  
DEPARTMENT OF  
JUDICIAL ADMINISTRATION

KING COUNTY  
SUPERIOR COURT CLERK  
SEATTLE, WA

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

Yvette Bettati )  
 )  
 ) Plaintiff, )  
 )  
 vs. )  
 )  
 Arthur Bettati, Jr. )  
 )  
 ) Defendant. )

NO. 07-3-06736-5SEA  
ORDER ON CIVIL MOTION  
JUDGMENT SUMMARY

~~The above entitled court having heard a motion~~

JUDGMENT FOR ATTORNEY FEES: \$3000.00

JUDGMENT CREDITOR: ARTHUR BETTATI

JUDGMENT DEBTOR: YVETTE BETTATI

ATTORNEY FOR JUDGMENT CREDITOR: DEBORAH

IF IS HEREBY ORDERED that BIANCO

ATTORNEY FOR JUDGMENT DEBTOR: CAMDEN HALL

Judgment shall bear interest at judgment  
rate (12%)

DATED: 9/25, 2008

Douglas A. North  
Judge

Presented by:  
Deborah Bianco

Copy Received  
Camden M. Hall

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7 SUPERIOR COURT OF WASHINGTON COUNTY OF KING

8 In re the Marriage of:

9 YVETTE BETTATI,

10 and Petitioner,

11 ARTHUR BETTATI, JR.

12 Respondent.

The Honorable Douglass North

No. 07-3-06736-5 SEA

DECREE OF DISSOLUTION (DCD)

Clerk's Action Required

Law Enforcement Notification § 3.8

13 I. Judgment/Order Summaries

14 1.1 Restraining Order Summary:

15 Does not apply.

16 1.2 Real Property Judgment Summary:

17 Real Property Judgment Summary for Sacramento County, California, is set forth below:

18 Assessor's property tax parcel or account number: 246-0401-014-0000

19 Legal description of the property awarded (including lot, block, plat, or section, township, range,  
20 county and state): Recorded in the County of Sacramento, California:

21 Lot 8, as shown on the 'Plat of Monson Ranch,' recorded in Book 205 of Maps, Map No. 7,  
22 records of said County.

23 1.3 Money Judgment Summary:

24 Does not apply. See attached *D.A.N.*

25 End of Summaries

26 DECREE (DCD) - 1  
WPF DR 04.0400 (6/2006) - RCW 26.09.030; .040; .070(3)

CAMDEN HALL, PLLC  
1001 FOURTH AVENUE, SUITE 4301  
SEATTLE, WASHINGTON 98154 ♦ 206-749-0200

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**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 property set forth in the property settlement agreement executed by the parties on May 7 and May 19, 2008. The property settlement agreement is attached to this Decree as Exhibit 1 (Exhibit P) and is incorporated by reference as part of this Decree. Exhibit 1 is enforceable as an integral part of this Decree.

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

The wife is awarded as her separate property the property set forth in the property settlement agreement which is attached as Exhibit 1 to this Decree.

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

The husband shall pay the community or separate liabilities set forth in the property settlement agreement attached as Exhibit 1 to this Decree.

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 community or separate liabilities set forth in the property settlement agreement attached as Exhibit 1 to this Decree.

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

**3.6 Hold Harmless Provision**

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

**3.7 Spousal Maintenance**

Does not apply.

1 **3.8 Continuing Restraining Order**

2 Does not apply.

3  
4 **3.9 Protection Order**

5 Does not apply.

6 **3.10 Jurisdiction Over the Children**

7 The Court lacks subject matter jurisdiction over the child, A.B., as set forth in the Findings  
8 of Fact and Conclusions of Law. Subject matter jurisdiction over the child, A.B. was  
9 retained by the California Court, which entered, on September 3, 2008, its Stipulation and  
Order Re: Child Custody; Appointment of Special Master, effectively concluding the  
California proceedings.

10 **3.11 Parenting Plan**

11 Does not apply as set forth in the Findings of Fact and Conclusions of Law entered on  
12 September 25, 2008. The September 3, 2008 final Parenting Plan ordered in  
California, is incorporated by reference as part of this Decree.

13 **3.12 Child Support**

14 Child support <sup>is reserved</sup> shall be paid in accordance with the Order of Child Support signed by this  
15 Court on September ~~2008~~. The Order of Child Support, is incorporated by  
reference as part of this Decree. *mt D.A.N.*

16 **3.13 Attorney Fees, Other Professional Fees and Costs**

17 ~~Does not apply.~~ *The husband is awarded \$3,000 for his attorney's fees since last May. mt D.A.N.*

18 **3.14 Name Changes**

19 Does not apply.

20 Dated: September 25, 2008 Douglas A. North  
Judge/Commissioner

21 Presented by:

21 Approved;  
22 Notice of Presentation Waived:

23 CAMDEN HALL, PLLC

23 LAW OFFICES OF DEBORAH BIANCO

24 *Camden M. Hall*  
25 Camden M. Hall, WSBA No. 146  
26 Attorneys for Petitioner

24 *Deborah A. Bianco*  
25 Deborah A. Bianco, WSBA No. 19826  
26 Attorneys for Respondent

DECREE (DCD) - 3  
WPF DR 04.0400 (6/2006) - RCW 26.09.030; .040; .070(3)

CAMDEN HALL, PLLC  
1001 FOURTH AVENUE, SUITE 4301  
SEATTLE, WASHINGTON 98154 ♦ 206-749-0200

# **EXHIBIT 1**

# CAMDEN HALL, PLLC

Attorney and Counselor at Law

Attorney  
Camden M. Hall

Paralegal  
Charlotte M. Henry  
Legal Assistant  
Michael A. Overlie

May 2, 2008

**VIA FACSIMILE**

Deborah A. Bianco  
Deborah A. Bianco, P.S.  
14535 Bel-Réd Road, Suite 201  
Bellevue, WA 98007

**FOR SETTLEMENT PURPOSES ONLY;  
ER 408; CR 2A Agreement**

In re Bettati

Dear Ms. Bianco:

This is Ms. Bettati's response to Mr. Bettati's recent settlement counter offer. With this, I understand we have a CR 2A Agreement. If you concur, please have Mr. Bettati sign this letter on the last page and I will have Ms. Bettati do the same. Then, I will prepare the resulting draft Property Settlement Agreement and final orders for your review.

The Agreement is:

- A property division, as shown in the attached schedule, that awards Mr. Bettati greater than 98 percent of the Bettati net community assets, including the entire equity in the Sacramento house. The schedule has been modified to provide that Mr. Bettati will also retain both the 2004 Honda Accord and the 2003 Honda Pilot and that the parties shall equally divide the Department 56 Halloween decorations. Any related disputes shall be resolved in binding arbitration.
- In addition the schedule has been adjusted to provide that Mr. Bettati shall receive, by January 31, 2009, \$25,000.00 in the form of a roll-over to him of the Fidelity Investments 401(k) plan. (This is conditioned on the assumption that Fidelity allows the transfer of the remaining vested cash asset given the current loan to balance against the account.) This money will serve as insurance if for any reason Mr. Bettati is delayed in the completion of his nursing education, and it will provide a buffer for him to continue the house and living expenses until he is able and capable of seeking full employment.

1001 Fourth Avenue Plaza • Suite 4301 • Seattle, Washington 98154

Telephone: 206.749.0200 • Facsimile: 206.749.0821

[www.camdenhall.com](http://www.camdenhall.com)

*Yvette H. Bettati*

- In addition, the parties shall equally divide Amelia's books and toys that were purchased for her before October 3, 2007. Mr. Bettati shall also receive a few small pieces of Amelia's furniture once he has provided Ms. Bettati with a list of what those items are. Any related disputes shall be resolved in binding arbitration.

- Ms. Bettati shall complete the process of having the home movies <sup>and photos</sup> copied and will provide ~~them~~ <sup>originals</sup> to Mr. Bettati as soon as she is able.

- originals*
- To facilitate the property distribution, Ms. Bettati is willing—upon execution of this agreement—to leave the storage unit at the Mercer unlocked for Mr. Bettati to remove all of his remaining personal items on May 4 between 10:00 a.m. and 6:00 p.m., after Ms. Bettati has moved out of the premises. Because Mr. Bettati has not provided a comprehensive list of all of the items he removed from the storage unit he emptied on January 26, 2007, Ms. Bettati shall be able to revisit/re negotiate property distribution issues as to those items if she determines Mr. Bettati removed an item she is entitled to or wants. Finally, any items in dispute will remain in Yvette Bettati's possession until a mutually agreeable solution can be reached. Any unresolved issues with regard to these issues shall be determined in binding arbitration. *Yvette's personal items placed in storage unit on 5-11-08. JFB*

- The parties shall each be solely responsible for all debt and obligations incurred by that party since October 3, 2007 and indemnify and hold harmless the other party from all such debt as well as for any obligations related to any property awarded to that party in this settlement, except as expressly otherwise provided in this Agreement. This means, in part, that Mr. Bettati shall be solely liable for paying the balance on the USAA credit card and ANY other credit cards opened in his name since October 3, 2007. As to the USAA credit card, Mr. Bettati shall also take whatever action that is necessary to, insofar as possible, remove Ms. Bettati from any liability on that card.

- Ms. Bettati is willing to use her best effort with Mr. Bettati to refinance the current loan/liability (but it cannot be increased) on the Sacramento property with the provisions that: (1) he shall be responsible for all house and house related debt and all unpaid and future required house payments (mortgage, taxes, insurance, utilities, etc.) and he shall maintain the house in reasonable condition so long as Ms. Bettati is on the house title or debt; (2) if he fails to fulfill the requirements of item (1), or if any required payments are more than 20 days late, or if any creditor looks to Ms. Bettati for payment of any such expenses, or if any such unpaid expenses are reflected negatively on Ms. Bettati's credit reports, at Ms. Bettati's sole option, the house will be promptly listed for sale and sold with the net sales proceeds to be divided 30 percent to Mr. Bettati and 70 percent to Ms. Bettati; and (3) If Ms. Bettati is not removed as an obligor on any mortgage, and all other

*originals  
50 tapes*

encumbrances on the Sacramento house by July 1, 2010, at Ms. Bettati's sole option, the house shall be listed for sale and sold with the net sales proceeds to be divided 30 percent to Mr. Bettati and 70 percent to Ms. Bettati. If Ms. Bettati does not exercise her above option rights to require that the house be promptly listed for sale, Mr. Bettati shall be responsible for 100 percent of all liabilities arising out of or concerning the house and he shall indemnify and hold Ms. Bettati harmless from all such liabilities. A waiver of a right to require the house to be sold by Ms. Bettati does not preclude her from exercising that right as to future happenings of items (2) and (3) above and the insurance obligation below.

- If the house is sold, by mutual agreement, and not by the exercise of the above option rights of Ms. Bettati to require that it be sold, the first \$76,000 of any resulting net sales proceeds shall be paid to Mr. Bettati's parents in repayment of the funds they provided for the purchase of the house. Any remaining net sales proceeds shall be divided 70 percent to Ms. Bettati and 30 percent to Mr. Bettati.
- Ms. Bettati will provide financially for Mr. Bettati until he completes his schooling, at the end of 2008. To accomplish this, Ms. Bettati will pay him \$66,030, which is the maximum additional cash payment Mr. Bettati will receive from Ms. Bettati.<sup>1</sup> This includes the \$2,000 in property taxes that were due on April 10 and the December, 2008 property tax payment.<sup>2</sup> She is prepared to pay \$32,015 upfront, upon the entry of a CR 2A stipulation and a related Court Order memorializing the settlement. She will pay the balance upon entry of a Decree in this matter. This should temporarily provide Mr. Bettati with the funds necessary to live on and support the house.
- Ms. Bettati and Mr. Bettati will be named as the insured in connection with all insurance (primary and umbrella as currently in force and as reasonably required by Ms. Bettati and any lending institution) on the Sacramento house so long as she is on the title or is responsible for any of the house debt. Mr. Bettati will obtain, and pay for, this insurance. He shall also give Ms. Bettati proof of his having obtained the required insurance (primary and umbrella as currently in force and as reasonably required by Ms. Bettati and any lending institution) 30 days after the execution of a CR 2A Settlement Agreement and every 90 days thereafter so long as she is on the title or is responsible for any of the house debt. Failure to comply strictly with this insurance provision shall, at Ms. Bettati's sole option, require that, the house will be listed for sale and sold with the net sales proceeds to be divided 20 percent to Mr. Bettati and 80 percent to Ms. Bettati. If Ms. Bettati does not exercise this option, Mr. Bettati shall be responsible for 100

<sup>1</sup> For purposes of this settlement offer, Ms. Bettati is not seeking reimbursement of the funds which Mr. Bettati recently improperly removed from Ms. Bettati's Wells Fargo account.

<sup>2</sup> This \$2,000 amount will be paid once a settlement of the issues in this letter is reached. The \$2,000 payment reduces the \$66,030 payment to \$64,030. Future tax payments by Ms. Bettati, if any, will further reduce the \$66,030 payment obligation.

percent of all liabilities arising out of or concerning the house and he shall indemnify and hold Ms. Bettati harmless from all such liabilities.

- The parties shall file a joint 2007 tax return.<sup>3</sup> Mr. Bettati shall be entitled to all 2008 mortgage interest tax deductions arising out the Sacramento house ownership, to the extent he can use them. Ms. Bettati shall be entitled to all 2008 property tax deductions. After 2008, the parties shall alternate the tax deductions for Amelia once Mr. Bettati is fully employed—and remains fully employed—with satisfactory proof of such employment to be provided to Ms. Bettati.
- The final papers in this matter shall contain the standard indemnification, hold harmless and other provisions that are consistently found in final papers. Any disputes concerning any aspect of the above or the settlement of the parties' personal and real property distribution issues – or concerning the interpretation or implementation of any related settlement agreement or the sale, if necessary, of the Sacramento house, shall be resolved in expeditious binding arbitration, in Seattle, Washington and pursuant to RCW 7.04A by a mutually agreeable arbitrator or an arbitrator appointed by the court if the parties cannot agree [we propose Lawrence Besk]. The fees and expenses for such proceedings shall be allocated by the arbitrator.
- Child support provisions shall be determined once parenting arrangements are resolved in California. The existing restraining orders at paragraph 3.1 of the November 1, 2007 King County Washington Superior Court Temporary Order shall be allowed to lapse and be of no further force or effect upon the entry of a Decree in this matter.<sup>4</sup>
- The unpaid \$150 that Mr. Bettati was ordered by the Court to pay Ms. Bettati by March 28, 2008 shall be waived if a settlement is reached.

We understand Mr. Bettati also made the following requests, to which Ms. Bettati responds as follows:

---

<sup>3</sup> Any California tax (which will be due in July, 2008) incurred as a result of the filing of a joint tax return and/or because of Mr. Bettati's returning to California in about October, 2007, to establish his residence there, shall be shared 50/50 between the parties. Ms. Bettati agrees to give Mr. Bettati until he is fully employed, or December 1, 2009, whichever comes first, to fully reimburse her for his share of any such taxes. If he obtains full-time employment (working 40 hours per week or more), upon such employment, he shall begin making payment to her for the full amount of his 50 percent share. These payments shall be made in 12 equal monthly installments and the full amount shall be paid to Ms. Bettati within one year after Mr. Bettati obtains full-time employment.

<sup>4</sup> The existing restraining order should not affect the property removal on May 4 as Ms. Bettati will no longer be in residence at the apartment where the related storage unit is located and she will not be present at that location during the hours of 10:00 a.m. to 6:00 p.m. on May 4.

Health Insurance:

"Per our earlier conversation, and given my health concerns, we agreed I would be provided with 18 months of health insurance covering medical, dental, and ongoing counseling, to commence with the entry of a Decree of Dissolution. We also agreed that should I become fully employed earlier than 18 months following the Dissolution date, that provision of health coverage would no longer be required, commencing with the establishment of my new health insurance coverage."

**Ms. Bettati's Response:** Ms. Bettati agrees to pay to Mr. Bettati his monthly COBRA insurance premium (\$452.83/month) through June 1, 2009 or until he is fully employed—whichever is sooner.

"I will make all health care treatment receipts available to you for deduction from your before-tax cafeteria plan."

**Ms. Bettati's Response:** It is not necessary for Mr. Bettati to do this as he will be covered under COBRA.

"Per our conversations with Dr. Frank, you will please make the payments for the necessary requested upcoming evaluations and individual parent-child guidance sessions."

**Ms. Bettati's Response:** No; she is not willing to pay for his self-improvement/parenting classes.

Joint Primerica Life Insurance:

"You will make the Primerica life insurance payments through 2008. We will then agree to make Amelia the primary recipient on both policies. We should also be listed as the secondary insured on the respective policies. Could you please give me some more input on additional strategies concerning the life insurance?"

**Ms. Bettati's Response:** She agrees to make the payments for each party's policy—naming Amelia as the beneficiary—through December 31, 2008. After that, each party shall be responsible for her and his own policy.

Nursing School:

"Please help me to coordinate with Kathleen Reid to ensure that I have access to the Mosby/Elsevier Evolve Select Program, which allows electronic access to all of my Nursing Program texts. This program has been totally invaluable to my studies and success in Nursing school."

**Ms. Bettati's Response:** Agreed—electronic access has already been provided for Mosby/Elsevier Nursing school program to cover studies through December, 2008 only.

Amelia's Custody:

"If it is determined that you will be Amelia's academic parent, I am respectfully requesting the following:

"Delaying my child support payments until I am fully employed following the successful completion of my Nursing education."

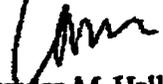
**Ms. Bettati's Response:** Agreed, except that Mr. Bettati must pay any statutory minimum.

"You assume payment for all of my visitation travel and lodging until I am fully employed following the successful completion of my Nursing education."

**Ms. Bettati's Response:** She is willing to pay for one party's travel, i.e., if Mr. Bettati is traveling to Seattle to visit with Amelia, Ms. Bettati will book and purchase his ticket—up to a monthly total of \$250.00 round trip ticket. This provision will terminate on December 31, 2008. However, if both Mr. Bettati and Amelia are flying, then Ms. Bettati only agrees to pay for Amelia's airfare. Mr. Bettati shall be responsible for his own lodging expenses.

We look forward to your response to the above.

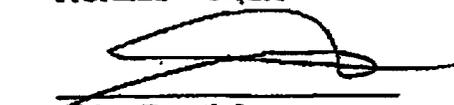
Very truly yours,

  
Camden M. Hall

CMH:mh  
Enclosures

cc: Yvette Bettati (with enclosures)

AGREED—CR 2A

  
Arthur Bettati, Jr.

May 7, 2008  
Date

AGREED—CR 2A

  
Yvette Bettati

May 19, 2008  
Date

**YKB Settlement Offer  
to Art Bettaf**

		<u>Art</u>		<u>Yvette</u>		<u>Comments</u>
House/Living Support thru Dec 2008	\$ 66,030.00	100%	\$66,030.00	0%	\$ -	See Cashflow Sheet for Breakdown
<b>Assets to be divided</b>						
	<u>Value</u>	<u>Split %</u>		<u>Split %</u>		
TD Ameritrade	\$ 6,600	0%	\$ -	100%	\$ 6,600	
Yvette's 401K	\$ 35,000	71%	\$ 25,000	29%	\$ 10,000	
Honda Accord EX 2005	\$ 17,000	100%	\$ 17,000	0%	\$ -	
Honda Pilot 2004	\$ 17,000	100%	\$ 17,000	0%	\$ -	
Master Bedroom	\$ 10,000	100%	\$ 10,000	0%	\$ -	
Formal Living room	\$ 7,000	100%	\$ 7,000	0%	\$ -	
Formal Dining Room (incl silverware & crystal)	\$ 15,000	100%	\$ 15,000	0%	\$ -	
Leonor Xmas China	\$ 1,000	0%	\$ -	100%	\$ 1,000	
Department 58 Halloween	\$ 3,000	50%	\$ 1,500	50%	\$ 1,500	
Stereo Equipment	\$ 5,000	100%	\$ 5,000	0%	\$ -	
Sony TV in Seattle	\$ 1,000	100%	\$ 1,000	0%	\$ -	
Tools in garage	\$ 2,500	100%	\$ 2,500	0%	\$ -	
Chase Credit Card	\$ (29,000)	0%	\$ -	100%	\$ (29,000)	
1 of A Credit card	\$ (30,000)	0%	\$ -	100%	\$ (30,000)	
	\$ 60,100	168%	\$ 101,000	-68%	\$ (40,900)	
House Sacramento	\$ 728,000	100%	\$ 728,000	0%	\$ -	
Mortgages	\$ (728,000)	100%	\$ (728,000)	0%	\$ -	
Net House Value	\$ -		\$ -		\$ -	
<b>Total Asset Split Value/Ratio</b>	\$ 60,100	168%	\$ 101,000	-68%	\$ (40,900)	
<b>Grand Total</b>	\$ 125,130	132%	\$ 167,030	-32%	\$ (40,900)	



<p>ATTORNEY OR PARTY WITHOUT ATTORNEY OR GOVERNMENTAL AGENCY (under Family Code, §§ 17400, 17406) (Name, state bar number, and address):  <b>Arthur J. Bettati, Jr.</b>                  In Pro Per                  8510 Rolling Green Way                  Fair Oaks, California 95628-6230</p> <p>TELEPHONE NO.: (916) 716-6599      FAX NO.:</p> <p>ATTORNEY FOR (Name):</p>	<p style="text-align: center;"><b>FOR COURT USE ONLY</b></p> <div style="border: 1px solid black; padding: 5px; text-align: center;"> <p><b>FILED / ENDORSED</b></p> <p><b>AUG - 1 2011</b></p> <p>By <u>          L. Ramirez          </u> Deputy Clerk</p> </div> <p>CASE NUMBER: <b>11FL04321</b> <b>07FL04448</b></p>
<p><b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF SACRAMENTO</b></p> <p>STREET ADDRESS: 3341 Power Inn Road                  MAILING ADDRESS: 3341 Power Inn Road                  CITY AND ZIP CODE: Sacramento, California 95826                  BRANCH NAME: William R. Ridgeway Family Relations Courthouse</p>	
<p>PETITIONER/PLAINTIFF: Arthur J. Bettati, Jr.</p> <p>RESPONDENT/DEFENDANT: Yvette K. Bettati</p> <p>OTHER PARENT:</p>	
<p style="text-align: center;"><b>PROOF OF SERVICE BY MAIL</b></p>	

**NOTICE: To serve temporary restraining orders you must use personal service (see form FL-330).**

1. I am at least 18 years of age, not a party to this action, and I am a resident of or employed in the county where the mailing took place.
2. My residence or business address is:  
8517 Rolling Green Way, Fair Oaks, California 95628
3. I served a copy of the following documents (*specify*):  
 ENDORSED Notice of Registration of Out-of-State Support Order;  
 ENDORSED Registration Statement of Petitioner, including Certified Out-of-State Judgement Summary and Decree of Dissolution with Support Order.  
  
 by enclosing them in an envelope AND
  - a.  **depositing** the sealed envelope with the United States Postal Service with the postage fully prepaid.
  - b.  **placing the envelope for collection and mailing** on the date and at the place shown in item 4 following our ordinary business practices. I am readily familiar with this business's practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service in a sealed envelope with postage fully prepaid.
4. The envelope was addressed and mailed as follows:
  - a. Name of person served: Charlotte L. Keeley, Attorney at Law
  - b. Address: 1451 River Park Drive, Suite 244, Sacramento, California 95815
  - c. Date mailed: July 29, 2011
  - d. Place of mailing (*city and state*): Fair Oaks, California
5. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: July 29, 2011

Ellen Jo Bailey  
(TYPE OR PRINT NAME)

  
(SIGNATURE OF PERSON COMPLETING THIS FORM)

## INFORMATION SHEET FOR PROOF OF SERVICE BY MAIL

Use these instructions to complete the *Proof of Service by Mail* (form FL-335).

A person at least 18 years of age or older must serve the documents. There are two ways to serve documents: (1) personal delivery and (2) by mail. See the *Proof of Personal Service* (form FL-330) if the documents are being personally served. The person who serves the documents must complete a proof of service form for the documents being served. **You cannot serve documents if you are a party to the action.**

### INSTRUCTIONS FOR THE PERSON WHO SERVES THE DOCUMENTS (TYPE OR PRINT IN BLACK INK)

You must complete a proof of service for each package of documents you serve. For example, if you serve the Respondent and the Other Parent, you must complete two proofs of service, one for the Respondent and one for the Other Parent.

*Complete the top section of the proof of service forms as follows:*

First box, left side: In this box print the name, address, and phone number of the person for whom you are serving the documents.

Second box, left side: Print the name of the county in which the legal action is filed and the court's address in this box. Use the same address for the court that is on the documents you are serving.

Third box, left side: Print the names of the Petitioner/Plaintiff, Respondent/Defendant, and Other Parent in this box. Use the same names listed on the documents you are serving.

First box, top of form, right side: Leave this box blank for the court's use.

Second box, right side: Print the case number in this box. This number is also stated on the documents you are serving.

**You cannot serve a temporary restraining order by mail. You must serve those documents by personal service.**

1. You are stating that you are at least 18 years old and that you are not a party to this action. You are also stating that you either live in or are employed in the county where the mailing took place.
2. Print your home or business address.
3. List the name of each document that you mailed (the exact names are listed on the bottoms of the forms).
  - a. Check this box if you put the documents in the regular U.S. mail.
  - b. Check this box if you put the documents in the mail at your place of employment.
4.
  - a. Print the name you put on the envelope containing the documents.
  - b. Print the address you put on the envelope containing the documents.
  - c. Write in the date that you put the envelope containing the documents in the mail.
  - d. Write in the city and state you were in when you mailed the envelope containing the documents.
5. You are stating under penalty of perjury that the information you have provided is true and correct.

**Print your name, fill in the date, and sign the form.**

*If you need additional assistance with this form, contact the Family Law Facilitator in your county.*

**SUPERIOR COURT OF WASHINGTON  
FOR KING COUNTY**

YVETTE BETTATI,  
Respondent,

vs.

ARTHUR BETTATI,  
Appellant.

**NO. 07-3-06736-5 SEA  
NO. 66104-3-I**

**CERTIFICATE OF SERVICE  
APPELLANT'S REPLY BRIEF**

I **DECLARE** that I am not the Appellant, Respondent, or a witness, and:

**SERVICE BY MAIL**

I served the APPELLANT'S REPLY BRIEF by depositing in the United States Post Office in Sacramento County, State of California, a true copy of the APPELLANT'S REPLY BRIEF enclosed in a sealed envelope having adequate postage and sent First Class Mail as follows:

<b>Address of Post Office:</b>	<b>Date Mailed:</b>	<b>Addressed to:</b>	<b>Mailing Address:</b>
United States Post Office 7862 Winding Way Fair Oaks, California 95628	October 12, 2011	CAMDEN HALL, PLLC Attorney for Respondent	1001 Fourth Avenue Suite 3312-13 Seattle, Washington 98154

I, the undersigned, declare under penalty of perjury that the foregoing is true and correct and that I was at the time of service of the above APPELLANT'S REPLY BRIEF a resident of the State of California over the age of 18 years and not a party to the above numbered case.

DATED: October 12, 2011

  
\_\_\_\_\_  
Signature of Server

Ellen Jo Bailey  
\_\_\_\_\_  
Print or Type Name

Server's Phone No.: (916) 961-5687

8517 Rolling Green Way, Fair Oaks, California 95628  
\_\_\_\_\_  
Address of Server