

NO. 65512-4-1

COURT OF APPEALS, DIVISION I  
OF THE STATE OF WASHINGTON

BARBARA BAILLIE  
(f/k/a BARABRA MUDROVICH)  
Appellant,

V.

PAUL MUDROVICH  
Respondent.

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REPLY BRIEF OF THE APPELLANT

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Appeal from the Superior Court of King County  
The Honorable Christopher Washington

NO. 08-3-07317-7

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FILED  
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STATE OF WASHINGTON

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## I. Argument

### Argument I:

#### Violations of the Americans with Disabilities Act

Barbara Baillie was diagnosed with Post Traumatic Stress Disorder in 2008. Barbara has Attention Deficit Hyperactivity Disorder. Barbara is under the care of medical professionals. She takes medication, attends therapy, uses meditation, and exercises daily to treat and cope with her symptoms. Barbara told her attorneys, and she submitted this information in discovery to opposing counsel. She informed Dr. Wendy Hutchins-Cook as part of the parent evaluation process ordered by the court on October 23, 2008. Per the court's order, Paragraph 3.4 (CP, 84), Dr. Hutchins-Cook had "access to all personal health care records in order to facilitate her reasonable investigation of information pertaining to the best interest the children." This included her medical records (CP, 908), which describe symptoms of her condition including: distractibility, hyperactivity, impulsivity, and inattention.

Barbara's original counsel, Mr. Dennis McGlothin, hired a forensic psychiatrist, Dr. Richard Adler, and she paid for his expert testimony. Appendix B, A-40 is my assessment with him and his contract. Mr. McGlothin provided no information to my counsel after withdrawing from only one month before trial. My attorney, Ms. Ruth Edlund, did not utilize Dr. Adler, who was retained to provide the court expert testimony and validate the findings of the parent evaluator on her behalf knowing that

their case was unusual due to the unique strengths and deficits of the parties and his understanding of my behavior relative to the symptoms of my ADHD and PTSD. This would have increased her credibility and reduced the frustration of the court, so her testimony would have been properly valued. Dr. Adler would have explained test results confirming her symptoms were severe, and stress of trial an extremely aggravating factor. Symptoms of her condition are prevalent at trial, yet at no time did the court, or her attorney, show effort to understand or accommodate her. She is never assisted when she is unable to express herself due to confusion, panic, inattention, or lack of focus. CP 908 specifically states she “interrupt others in conversations, even when trying not to, act on impulse, tend to blurt out what she is thinking, typically reacts to events as they occur and may regret it later, hard to listen for long periods, jump from topic to topic.”

One excerpt of her testimony where it is clear she is suffering from the symptoms of her conditions is RP, 866, line 12, to RP, 868, line 5. She said, “I don’t know”, “I don’t understand” or some form of this 8 times over those 2 pages. She is begging for help, but no one intervenes. The court knows Barbara’s condition. Her behavior is in line with all her declarations, medical records, and my trial testimony. Her behavior is in line with all the literature or research on the symptomology of posttraumatic stress, and attention deficit disorder. The court has records of her professional performance as an Aviation Safety Engineer and a

properly trained court would attribute her behavior to symptoms of her condition. She was terrified and traumatized. Her attorney is completely silent as she flounders and tries to understand and give the answers everyone wants. She apologizes for being confused several times; her testimony shows she clearly regret bothering the court. Barbara interrupts the judge to say she is sorry. Eventually, she blurts that she is on leave without pay due to her condition (RP 868, line 10). Barbara may not be easily understood, but she is apologetic and gracious and expresses her desire to comply. This is in line with her psychological profile provided in the court ordered report of the parenting evaluator, Appendix A, A-11. Dr. Hutchins-Cook states, "These individuals are straight-laced with a strict morality." She states also that individuals like Barbara, "persistently seek harmony with others, even at the expense of their own views and beliefs." Further she reports (Appendix A, A-12) individuals like Barbara "have a habit of living with rules regulations and time schedules. As a result they appear upset by unfamiliar events." The court ordered this evaluation, then at trial appeared to have no understanding of my behavior, ultimately attributing her symptoms as annoying, and purposeful, as indication she am not credible or cooperative. This is the opposite of what is shown, written, and known about Barbara and her condition in any possible record. In frustration, opposing council begs me, "Ms. Mudrovich, focus, please. Please just focus on my question." (RP 869, line 11). The Judge, and both counsel appear ignorant and apathetic

and finally frustrated and annoyed by me. She is symptomatic and unable to concentrate due to her disabling condition. Then, Judge Washington says, “You have to focus on this. You are capable of doing this.” (RP 870, line 16), as if I am purposely not behaving, not complying, purposely frustrating the trial process, which is completely opposite what the psychological testing found as ordered by the court, and as I have shown and written in all records available to the court. Barbara panics at this knowing what it means. Her attorney is silent; never once during this entire span of testimony in which she is obviously frustrating the court process does Ms. Edlund speak on my behalf, advocate or attempt to explain so she would have equal access and consideration. Her inadequacy is immensely damaging. She tries to explain, lightly just as my profile would explain, Appendix A, A-11: “there is a naive attitude about interpersonal problems and they attempt to maintain an air of buoyancy, denying all disturbing emotions and concealing discomfort.” She doesn’t want to bother anyone or make the court mad. Barbara says to ease the stress, lightly; “it’s tricky for me” (RP 870, line 19) in what she hopes will let the court know she is trying, struggling. The courts lack of understanding of Barbara’s behavior is not unusual, but in a trial situation, where she is represented by counsel, and she assumes someone is her advocate, her records have been read and are being used for benefit of the parties so the best interest of my children will be protected, she was unprepared for this total lack of support and understanding of her.

Barbara truly thought the purpose was to determine what is in the best interest of the children. Yet she is not able to provide valuable input. She is their mother, and she is ignored. She panicked. I am reprimanded and shamed for behavior that is normal for someone with my medical condition under this stress knowing my former husband is not capable of protection our children. The Judge telling me I am capable of focus in that moment is like telling a blind person to see.

The evidence of my condition and the lack of training and understanding is obvious throughout, but another example is from my testimony on December 18, 2010, RP 1260, line 23 – RP 1262 line 22, when the court was determining child support and income shares. I became severely symptomatic, panicking when my attorney did not know my unpaid status. From the time she incorrectly tells the Judge I am out to care for my kids, RP 1261, line 3, to RP 1262 line 19, I do everything I can to explain that it is because of mine and my children's medical conditions already documented by sealed court documents. Lillian has "generalized anxiety disorder with mixed features of separation anxiety, mild phobic/panic reaction, and obsessive thinking, history of communication disorder. This shy, timid child is nervous, overly aroused and vigilant" (CP 906). The medical provider provides explanation of the emotional impact of Lillian's emotional and neurological issues in the classroom, and suggested academic accommodation (CP 871). Lillian, in 2007, was again diagnosed with generalized anxiety disorder, social anxiety, and moderate

depression; sleep initiation disorder and dysgraphia (CP 889). These sealed records were used by the court to order the parties complete a parent evaluation with a PhD level evaluator (CP 82-86), yet at trial the records were ignored. I attempt to explain that I was required to be off, RP 1261, line 5, my children's needs required me to use all my paid sick leave, and I had to get approval for unpaid leave via the Family & Medical Leave Act, Appendix C, A-46, to care for our children. Records show I alone am responsible, as Paul was not performing parenting functions. My lost pay should have been equitably considered. This is reasonable and just. The court did not use the data available, so my case was not heard.

#### Argument II:

##### Failure of the Gatekeeper Function

The children of this case depended on the court to act as a gatekeeper in a situation in which they are powerless. State law is clear that priority in dissolution cases is to order what is in the best interest of the children. The parties were married for over two decades, and together created a home environment where the children were their priority. The children have a variety of special needs including attention deficit disorder, anxiety disorders, sleep disorders, learning disabilities, and other emotional and neurological challenges that the parties actively supported with medical treatment, mental health therapy, extra parental support including use of academic accommodation, medication, supplements, structured exercise, religious instruction, socializing activities, and carefully selected school

settings to create the stability and consistent environment that provided for their four children. CP 859-889, and CP 903-907 were provided to the court so adequate attention was paid to the special needs of the children. Barbara did not work full time for the entire marriage so that the children's needs would be met. After consideration of all this, the court ordered appointment of a PhD level Parenting Evaluator in accordance with RCW 26.09, CP 82-86. The court found, "after reviewing the case record to date, and the basis for the motion, the court FINDS the motion should be granted because appointment of a parenting evaluator is in the best interest of the children." (CP 83) The sealed medical records of the children, CP 859-889, and CP 903-907, mother, CP 908-916, and father, CP 890-899 and CP 900-902, were used by the parent evaluator to assess and investigate the parents to determine recommendations to the court pertaining to the best interest of the children (CP 84). The court required the parenting evaluator should make an interim report to the parties within the next 90 days. The parenting evaluator shall make a full and complete final written report to the court and counsel/parties at least 60 days before trial. This report shall include recommendations and bases for those recommendations" (CP 83). Simultaneous to this order, the court ordered a temporary parenting plan that placed the majority of the residential time with the mother, and 2 overnight visits with the father every two weeks, CP 91-99. The requirement that "the parenting evaluator shall make a full and complete final written report to the court... before trial." (CP 83), was

never met. Per her report, Appendix A, page A-3, the evaluator conducted her final interview for her investigation on July 24, 2009. The court, in its order, is clear that this report was required to make findings at trial and this is consistent with state law which mandate priority given to what is in the best interest of the children. The record in this case shows, Paul is not competent to perform parenting functions, and is emotionally disengaged from his children. His inadequacies were apparent to the initial presider of fact at the hearing on October 23, 2008 when she admitted the sealed medical records of Paul (CP 890-899, and CP 900-90) and found this document "would be something I would want to read if I was deciding a residential schedule for the children." Further, a status conference was set on February 12, 2009, and then stricken (CP 212) and confirmation of the issues filed (CP 213-214) on February 18, 2009 wherein no issues were raised. The court was responsible to confirm that the interim report, as required, was in fact complete or extend the deadlines but it did neither. Delays in investigation by the parent evaluator continued throughout the year without any intervention by the court. The parties were ordered to split the cost of the evaluator evenly (CP 84) and at the July 2009 status conference, Paul declared that Barbara refused to pay her share and caused damage to his case requiring sanctions against her. He alleged under penalty of perjury that she was delaying purposely to hurt him. These were lies to deceive and confuse the court, and he did. The Judge issued a sua sponte order (CP 223-224) without her attorney being present and

without her knowledge or participation that ordered that Barbara paid the remaining fee in 4 days. Paul had used the couple's only liquid asset, which he had concealed from Barbara, and from the court in violation of the order (CP 88), to pay his \$3250. Paul commits perjury and fraud by this action. Barbara is fined and trial continued. His perjury is again exposed at trial with his testimony. He states he disclosed the fidelity records in October 2008 (RP 407 line 25 to RP 408 line 15), when he says "Yes, that one". The Fidelity Account funds were not disclosed by Paul (CP 147 -152) opposite his testimony. He only disclosed this account in his interrogatories on August 14, 2009 (RP 407, line 15). The Judge is completely unaware that Paul has committed perjury. Further, even when Paul did disclose the fidelity account on August 14, 2009, he concealed the March 2009, Appendix D, to hide that he used this account illegally to pay his share of this expense to be paid equally by us. Appendix E is the March statement missing from his interrogatories in Appendix D, which shows the \$3250 check for his share of the evaluator fee. He testified to this use of community funds improperly (RP 362 line 25 to RP 364 line 17). At the time of the court order demanding Barbara pay the remainder of the parent evaluator fee, she had already paid \$1750 toward what she thought was her share of \$3250. Barbara was unaware Paul used their shared asset for this since she was unaware of the asset at all. Paul had hidden this and taken it when he left the home in July 2008. Delay of trial was harmful to the children. The fact that the parent evaluator had only

finished her interviews one week before the status conference on July 31, 2009 was more relevant than payment in terms of delay in her completing her report to the court. So, when Barbara was ordered to pay the remainder due to the evaluator, she had paid already. Half of the \$3250 Paul paid was Barbara's as a community asset. My payments to that date then totaled \$3375 ( $\$1750 + \frac{1}{2}(\$3250)$ ) more than my share. The note on the order saying my counsel agreed by phone was not true. My counsel was not even aware of the order, nor was Barbara, until August 12, 2009 (Appendix O, Page A-135 is his email learning of the order). He then withdraws as my counsel, Appendix G saying I did not pay. The court, still without validating the status of the parent evaluation, which is completed on August 14, 2009, accepts a hearing notice on August 7, 2009 (CP 225-226) the same day I am supposed to pay. The Judge does not even know if I will comply when she notes the motion. Paul's counsel stipulates in his motion that I be found in contempt for causing the trial continuance, when he knows his client used community funds and I have thereby paid my share. The court should have taken time to confirm the facts in this situation, understand the lack of disclosure of Paul, and the delays in the parenting evaluation caused by Dr. Hutchins – Cook unrelated to the parties. The court failed to use the status conferences (February 20, 2009, and July 31, 2009) to keep track of the parent evaluation, the most important evidence for determining the best interest of the children. The court inappropriately granted a continuance (CP 291-

293) without knowing the parent evaluation was complete 4 days earlier, my payment was done 3 days prior (Appendix H, A-113), all reasonably completed for trial on August 31, 2009. Instead of carefully reviewing the case, hastily continued the trial, creating hardship to already difficult circumstances for the children, which they would have known if they had read the report of the parent evaluator. Then, to add insult to injury, the court issued a Judgment against Barbara (CP 304-305) stating that she was being fined for not paying the parent evaluator. Counsel does not sign it. This Judgment was done without Barbara's knowledge while she is unrepresented. The status conference on September 16, 2009 revealed this to the court, but the order signed by the court on September 21, 2009 (CP 306-310) shows no issues. A crucial issue is that she was without counsel and the parent evaluator found that she was the only parent competent and willing to care for the children. The court should have intervened to protect the best interest of the children. But Barbara was fined for non-payment, when she had paid \$4875 of the evaluator's total fee of \$6500. Paul paid \$1625 using concealed community assets in bad faith and in willful disregard of his children's needs, and any reasonable behavior. The court requires the parties begin mediation initially by August 21, 2009 (CP 223-224). The court does this when it believes the parent evaluation is not complete. The court ordered mediation again on September 21, 2009 (CP 306-310) having not read the parent evaluator report, and knowing Barbara was without counsel. The lien filed on the court by attorney (CP

303) was clear evidence she was unrepresented. The court is obligated to be aware of the case record, and a new attorney would be unable to properly represent me at mediation ordered a week later. The court fined Barbara for non-payment so must have thought the parent evaluation was not available also making mediation inappropriate. It's as if the status conferences serve no useful purpose at all, orders are not carefully considered, and filed against vulnerable parties openly unrepresented or informed. The trial judge did not even read the parent evaluators report, Appendix A. He was untrained in family law matters and unprepared and unable to justly find what was in the best interest of the children. State law requires training and assignment of experienced Judges to contentious dissolution proceedings. Judge Washington is a Juvenile Court Judge who has never tried a domestic relations case. Judge Washington was unaware of how to try this case, RP 19, line 22, "I'm not an expert in domestic relations, I've done civil, I've done criminal so um, perhaps you could at least very summarily tell me when you quote citations uh, what they are." The trial judge states in open court on the record he does not know the law. He was assigned to the case the day after the trial began, October 28, 2009. He was reassigned back to Juvenile Court in January 2010, and took presentation of final orders at Juvenile Court in April 2010. He signed the presented orders from Paul without Barbara's input or knowledge, on April 8, 2010. He waited a month and filed them with Superior Court and May 5, 2010. The court did not assure Barbara was aware of the orders

despite knowing her counsel withdrew in March 2010 (CP 730-804). The Judge, in perhaps his most serious oversight, is not aware of the importance of the parent evaluators report and does not read it. The court never required the report to be filed, though initially this was required in the best interest of the children (CP 83). This case represents a total failure of the court as gatekeeper to protect the best interest of the children.

### Argument III

#### Inadequate Representation of Counsel

Barbara's original attorney, Mr. Dennis McGlothin, abruptly withdrew from her case after the continuation of the trial in August 2009. His email states this, Appendix G, A-111. His inadequacy at the hearings just before caused Barbara to be found in contempt for not paying the parent evaluator when in fact she gave Mr. McGlothin the funds to pay her part of the fee on February 27, 2009, Appendix L, page A128, based on agreement he pay, Appendix A, page A31. His absence at the conference, evidenced by his lack of signature (CP 223-224) is negligence. Barbara did not know about the August 3rd order (Appendix O, page A-135). Mr. McGlothin further undermined her at the hearing for continuation that followed on August 17, 2009, a continuance ordered for lack of submittal of the parenting evaluator report, but it was done (Appendix A). The court did not ask and neither attorney filed this report with the court. It was not in the case record until 2011 through counsel after very serious harm and trauma was caused the children by bad faith action of Paul and his Mr.

Tsai post dissolution only now being corrected. So, the court did not actually require Dr. Hutchens-Cook file her PUBLIC RECORD SUMMARY, also completed on August 14, 2009. Mr. McGlothin failed to argue lack of discovery by Paul submitted the prior Friday, August 14, 2009 (Appendix D). Mr. Tsai delayed his client's submittal of financial records, and in the entire case record from filing of the Petition on September 29, 2008 to Final Orders on May 5, 2010, Paul, through his attorney, Mr. Tsai, never once submitted an accurate financial declaration. His 2008 financial disclosure does not contain truthful figures, and he admits to fabricating liabilities to reduce his child support requirement (RP 457, line 3 and 6). Barbara's counsel did not adequately address Paul's intransigence, or the fraud of Mr. Tsai and delay tactics. Even his hasty letter of August 7, 2009, asking for interrogatories show he is negligent in representing me, as another attorney has to sign for him; "to avoid delay," the note on the letter says. The note in the August 3, 2009 order (CP 223-224) wherein it states, "As agreed in pre-trial conference" also evidences his negligence in my case. Effectively, by concealing his neglect to pay the fee as he agreed, and by ignoring the case for 6 months during which the Fidelity account should have been exposed by discovery, he gave up after asking Barbara to agree to the continuance or he would withdraw. If she had proper counsel from February 2009 to August 2009, she would not have been facing contempt, lost assets, higher share of fees to the parent evaluation, and the court would have been properly notified that the

parent evaluator had completed her investigation and determined Paul was not a competent parent. Mr. Tsai was actively trying to counteract the negative impact of this report on Paul. Mr. Tsai was relentless in his deceit and misinformation to the court about my behavior, evidenced in almost all of his submittals his argument is used as evidence in the next pleading and the court seems unaware there is no evidence to support anything he or Paul say. Neither attorney informed the court that the parent evaluator's report was delayed by her schedule, with an interview on July 24, 2009. Mr. McGlothlin did not argue that the parent evaluator report was due 10 days before trial to both parties, so continuation was not even justified and both parties were given the same time to review this document. Mr. McGlothlin didn't argue on August 17, 2009 that a continuation was not in the best interest of the children, which was evidenced by the results of the report of the parent evaluator, available that day. Mr. McGlothlin should have argued that the report showed that Paul was not to have the children for overnight visits until he proved he was able to consistently parent as Dr. Hutchens-Cook clearly finds. Mr. McGlothlin should have argued that the newly transmitted discovery by Paul showed that he used concealed funds to pay the parent evaluator in March 2009; funds owned equally by both parties. Barbara had overpaid the parent evaluator. This would have showed the bad faith by Paul (CP 227-244). It would have highlighted the urgency to put in place a parenting plan that was in the best interest of the children to end the damage to their lives. Mr. McGlothlin did not even

allow my new attorney to participate until September 17, 2009 (CP 306-310), as he did not provide the order to substitute until then, and never provided anything for my new counsel to assist in the transition. This was a day after I was retroactively fined at a conference on September 16, 2009 (304-305) for my failure to pay the evaluator in August, which I had already done. Mr. McGlothin's is obligated to be aware of the conference (CP 299-300). He filed a lien, (CP 303) but ignored the conference.

Barbara's counsel, Ms. Ruth Edlund, proceeds to mandatory mediation with only days to prepare. Ms. Edlund had inadequate time to understand my medical condition, or elicit financial records from opposing party. Mr. McGlothin had extensive knowledge and planned to have a testimony from Dr. Richard Adler. Dr. Adler's understanding of Barbara and her medical condition would have supported the idea that she was a credible person, and her PTSD and ADHD symptoms could have been explained and would have assisted the court with making findings consistent with the best interest of the children.

With adequate and informed counsel, the Judge would have been clearer of the reason for Barbara's apparent fear, panic, confusion and lack of focus. Instead, she was left to try and represent herself with counsel who had inadequate time to prepare and lack of understanding of her condition which led to her undermine me when she gave also information in response to the Judge when asked about my extensive unpaid leave. She said casually she had to care for the kids (RP 1261 line 3). This shows Ms.

Edlund's lack of understanding of Barbara's documented, serious health condition, and her disregard for the serious medical conditions of her children. When Barbara became symptomatic, Ms. Edlund did not clarify that she was exhibiting symptoms of PTSD and ADHD and needed time to regain focus and reduce the fear Barbara felt when triggered. Instead she let Barbara go on for two pages in distress (RP 866, line 12 to page 868, line 5). Counsel was negligent, absent, unprepared and ultimately unable to represent Barbara. Opposing counsel actively pursued his agenda without regard to what was in the best interest of his client or the children.

#### Argument IV:

##### Inequitable Division of Community Estate

Barbara was only able to work 47% time (RP 796, Line 7 and Appendix I, A-114). She testified extensively to this loss of time due to her care for the couple's children over 20 years of marriage (RP 817 to RP 823). She also incurred leave without pay 4 times amounting to nearly 4 years when she was home full time. Mr. Tsai directly asks Paul if he was working at the time of marriage, though he knows this is not true. Paul responds under oath that he is working in his professional career at the time the couple married (RP 41, line 7). Paul did not graduate from college until April 1989, after the marriage in June of 1988, and did not get his job as an accountant based on his degree until May 1989. Interrogatories he answered show his perjury at trial (Appendix D, A-69). Barbara was a professional aerospace engineer in 1987 and she alone supported Paul so

he could graduate and get his first job in his career Paul's degree and career are assets of the marriage. All this is explained Ms. Edlund's post memorandum filing to the court December 4, 2009 (CP 460 to 488), but was never used as this hearing was delayed and the pleading unused at the next hearing on December 18 2009.

Judge Washington states that, "as long as they're doing their part I sort of consider it to be divided in half." (RP 797, line 1.). But Paul was not "doing his part" Barbara did all parenting, sacrificed her career to support Paul's career. Paul mislead the court at trial when he testified that he proposed a 50/50 division of the parties assets and debts RP 297, line 14 and line 21. His spreadsheet (taken as fact but not found to be such at trial – RP 292 line 14) does not consider the parties liabilities, and excludes his career and degree, which are assets. Paul benefits tremendously from the marriage, leaving with a well paying career, pensions, assets and no liabilities and no responsibilities as a parent whatsoever. Barbara, who had property and a professionally career and income, loses in the marriage. Barbara sacrificed her career, one she had before married, she absorbed the physical damage caused by delivering 4 children, and holding a demanding professional job in order to provide the same financial support to the community as Paul over the course of the marriage, yet the final division awards Paul part of her retirement and her smaller pension diminished by her half time work during the marriage. Barbara provided the funds for the couples first home which she owned before marriage and

Paul contributed nothing. She sold her property after the couple signed a community property agreement. These funds and the cabin later gifted to Paul were both community assets, but Paul is allowed to keep his asset obtained during marriage, while Barbara is not allowed to keep hers which she had prior to the marriage and the couple sold to pay the debt to his father (RP 249 line 25 to RP 250 line 4) on the couples first home. Barbara paid this in total (RP 252 line 15), meaning she paid from separate earnings the down payment of the parties' home. The remaining down payment was forgiven at reconveyance (RP 268 line 20 to RP 270 line 1). Paul paid nothing. The increase in value of this asset can be shared due to the couple sharing payments of the mortgage, but her down payment is intact when the parties separated. The home is worth more than her original \$56,000, and so she can take this and the couple shares the remaining asset. Or, the parties can share both her prior money and his property gifted by his parents. The court did not determine that Paul should get his asset and not Barbara. There was too much confusion and the final presentation did not adequately account for the parties' assets. Paul's decision to leave should not mean he gets to benefit by taking what Barbara earned on her own before marriage, just because a community property agreement is used to say his asset is not part of the community but hers is because we are too confused to figure it out. Mr. Tsai says Barbara's money from prior property, \$56,000, is comingled in the community (RP 235, line 18). But it is not. The home value above

Barbara's down payment can be shared, but her separate money is still hers if the community property agreement is to be ignored at dissolution. Equitably both should be included in the community or apart. Hers arguably is more separate since she had it before marriage; his parents gifted his during the marriage. Barbara earned her asset, Paul didn't. To increase confusion to the court, Paul took two new loans after the start of trial to make his debts look more balanced (RP 451 line 12 to RP 453 line 21). He openly admits to these debts that are never verified by documentation (RP 453, line 13 to RP 461 line 3). In this long exchange Paul admits to fabricating a large debt to his father to avoid payment on a community debt that Barbara pays alone (RP 457, line 6). Paul says he lied to reduce his financial support to the children. Paul admits to perjury on his financial disclosure to decrease his responsibility (RP 457, line 3). According to court record, the date of separation was set to be 1 July 2008. (RP 1211, line 21). The assets and debts must be assessed on this date. The Fidelity IRA Rollover account statement on the last day of the marriage, 30 June 2008, is documented to be exactly \$195,179.56 and the Fidelity Stock Account contained exactly \$17,011.15, Appendix J, A-117. This statement is missing from Paul's discovery, (Appendix D). Instead, Paul put the IRA Rollover to be worth \$181,803.00 (CP 813) and the stock account to be worth \$5,312.00 (CP 813). Paul also included the money that he withdrew illegally from the concealed Fidelity account totaling \$6,250.00. Appendix K, A-124 summarized his concealed

withdrawals. So Paul's figures changes the total asset value of the Fidelity account to \$193,365.00. This is an \$18,825.71 discrepancy. Paul inaccurately stated Barbara's TSP worth. On July 1, 2008, the TSP account statement shows the balance to be \$192,761.85, Appendix M, A-131. Paul presents the account balance as \$201,492.00. This discrepancy of \$8,730.15 makes it appear Paul has less value in his accounts and deserves an equalizing payment (CP 807) He strategically misrepresents the values and fails to mention the debt to my retirement account. The total discrepancy he represents nearly \$27,556 (\$18826+\$8730) so that when he states he deserves 18,787 from me (CP 807-808), it seems reasonable, when it is totally unreasonable and based on fraud. In fact, its worse than this because my account is carrying a loan of nearly \$40,000 reduced the value one month after separation, making the July 1, 2008 an overstated reality of my asset.

There is more creative accounting is Paul's illustrative spreadsheet. According the Kelly Blue Book resale values as of November 22, 2009, The Toyota Corolla was worth \$4,950 and the Toyota Yaris was worth \$11,000. The Toyota had a loan on it for \$11,705, which makes it worth -\$705. However Paul decided that the Toyota Corolla was only worth \$1,500 and the Toyota Yaris was worth exactly the same amount as the remaining loan, \$11,705. He provided no documentation, but the court accepts on his word, which is unreasonable based on his deceit so far. Barbara provided the documented values, as the Judge was

clear that he expected the parties to document these values and present the accurate amounts (RP 798 Line 2-11). Appendix N, A-133 is the documents in support of her attorney's preparation of the findings per the Judge as he directed the parties on November 5, 2009. The documents are dated. Both of these discrepancies favor Paul, as do all of his inaccuracies in his spreadsheet. It appears Paul has less car value than Barbara, but her asset is negated by a debt she will be required to make payments or she won't have a car at all.

Paul's misinforms the court in his declaration that his spreadsheet provides a 50/50 split of the parties' debts and liabilities (CP 806-807). Mr. Tsai presented false information to a busy court, long delayed after trial, as a means to increase his client's share of the division of assets, with all liabilities to me. This spreadsheet was not the finding at trial (RP 292 line 14). The record is clear that Paul's only contribution to the parties children was financial, Appendix A, Page 25. The Judge clearly intended to consider how hard each party worked to contribute to the marriage (RP 192, Line 16 Line 22) and what their sacrifice to the marriage may mean to what they can earn after divorce now that they are not working together to share their financial contributions (RP 193, Line 1). The final division gave Paul substantially more, and his career earnings were helped by the marriage, while Barbara's career earnings were diminished by her contribution. And she is responsible for all the debt. Paul's lack of disclosure is not taken into account, and he is awarded separate property

while her separate property is split between them. Barbara testified that she paid 88% of post secondary expenses (RP 831, Line 5) for the couple from dissolution to trial, and Paul paid only 12% and he also used the concealed community account to pay. Barbara also testified and provided documents that showed she paid 75% and Paul paid 25% of the education expenses of the parties other three children for one year before trial (RP 832, Line 7). The division of assets does not account for this massive inequity in the expenses paid by the parties after separation though there is no refuting of these facts. The final division is not fair or reasonable and does not reflect the trial record or findings.

#### Argument V:

##### Inequitable Child Support Allocation

The Judge did not read the parent evaluators report. The child support allocation should reflect the best interest of the children and provide for their financial needs. The parties extensively testified and agreed, and the trial judge found that the temporary parenting plan was counterproductive a parenting plan as recommended by Dr. Hutchens-Cook, ABPP was in the best interest of the children. She laid out a plan that built up the residential time with Paul slowly over an 8-month period. “Weekly midweek dinner for children and dad.” Paul testifies that he wants to institute this schedule (RP 194, line 17 to RP 198 line 9). The parties were agreed on this, yet in his declaration to the court on March 31, 2010 (CP 806) Paul says the phased in schedule is no longer needed. He proposes

new findings. Mr. Tsai presented orders on April 7, 2010, which contained a new Parenting Plan, one found to harm the children. Mr. Tsai's presentation is such an absurd deviation from the finding that the Judge was deceived. Mr. Tsai took advantage of a busy Juvenile Court Judge and a complicated dissolution case six months after trial, and "tricked" the court into approving and filing an order that was not good for the children. The final child support order was inadequate because it removed tuition from the transfer payment despite the parties, the parent evaluator and trial judge finding it in the best interest of the children to remain. The child support did not equitable account for the lack of parenting by Paul and extra demands on Barbara to perform all parenting functions for both. The medical records show the special needs of the children. I testified extensively about their needs (RP 478 line 16, RP 478 line 17, RP 491 line 12). I testified that I could not afford the academic support and counseling for the children though they needed both (RP 495 line 18). I testified that I had medical debt for the children, that were still unpaid (RP 497 line 23 to RP 498 line 10). The court ignored that the children's needs were diminished by lack of support by Paul. A reasonable court would equitably allot the child support to credit Barbara for Paul's lack of performance, and provide funds in the transfer payment for the necessary medical care, academic and emotional support for our children. The court heard the children suffered hardship because Paul was not doing his share or responsibly providing funds. The final child support order penalized and

economically devastated the home of the children, and Barbara, while allowing Paul to economically benefit by leaving the family.

## II. Conclusion

Throughout the marriage, the status quo was that Barbara performed all parenting functions and provided half or more financial support of household. Paul provided financial support. Barbara put Paul through college. She brought to the marriage funds for their home. The parent evaluator found Paul did not perform parenting functions. Her findings were validated at trial and her suggested parenting plan agreed to. The Judge intended an even split of the parties assets and liabilities based on equal effort by the parties. His concern for justice was clear. It is reasonable for the court to assume a modicum of honesty and ethical behavior from attorneys, and in this case where the Judge had no previous dissolution experience, the misinformation in the presentation led to improper orders that have caused harm to the children. This is not what the Judge intended when he signed these orders. The post dissolution proceedings are perhaps the greatest evidence of wrong doing on the part of the opposing party. This case shows well the reasons for ethical rules. The current trial court Judge had to rapidly come up to speed and is now focused on the children and complexities he must face to correct the wrongs. This appeal is a chance to assist his effort, minimize further injustice, and ultimately provide what is in the best interest of the children.

I declare under penalty of perjury under the laws of the State of  
Washington that the forgoing is true and correct.

Signed at Bellevue, WA on August 12, 2011



A handwritten signature in cursive script, appearing to read "Barbara Baillie", is written over a horizontal line. The signature is fluid and somewhat stylized, with a large initial 'B' and a long, sweeping tail.

Barbara Baillie

# APPENDIX A

**WENDY HUTCHINS-COOK, Ph.D., ABPP**

DIPLOMATE IN FORENSIC PSYCHOLOGY,  
AMERICAN BOARD OF PROFESSIONAL PSYCHOLOGY

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PELLP

August 13, 2009

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Dennis McGlothlin  
Olympic Law Group  
1221 East Pike Street  
Suite 205  
Seattle, WA 98122

*Re: Mudrovich Evaluation*

Counsel:

I am providing this report and my recommendations in response to the Court Order dated October 23, 2008.

The historical information reviewed in psychological evaluations is generally derived from a wide variety of sources. These sources may include statements made by the parties, and statements made by other individuals including the parties' children. Additional sources of information may include statements from case workers, guardians ad litem, attorneys, and statements made by relatives. The resulting report will sometimes contain inaccurate and/or contradictory information. A goal of the report is to inform the reader of the data reported to the evaluator. Presentation of any statement in this report does not necessarily mean that the statement is factual; however, it does indicate that it was either provided to, observed, or reported to the evaluator.

## **PROCEDURE**

### ***Informed Consent***

In addition to receiving written explanatory materials, and prior to my commencing the interviews, I explained the following to Paul, Barbara, Lillian, Hannah and Jacob Mudrovich: my role, that I was court appointed, the nature of the forensic examination process, that the examination was not therapy, and that forensic examinations are not confidential and not covered by therapist-patient privilege, but may be covered under other legal privilege. I also explained to Mr. and Ms. Mudrovich and the children that when considering the interviews, psychometric testing, and collateral information, and when formulating my opinions in this matter, I view my role as an expert to the court, attempting to assist the trier of fact. Mr. and Ms. Mudrovich and

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the children indicated that they understood each of the above, and I received the necessary consents.

This report incorporates my professional contacts and documents review listed below. Please notify me promptly of any significant facts (e.g., ages, names, dates of events, etc.) that are incorrect in this report.

### **PROFESSIONAL CONTACTS**

March 4, 2009	Office interview with Barbara Mudrovich	1 hr.
March 9, 2009	Office interview with Paul Mudrovich	1 hr.
March 25, 2009	Psychological Testing of Barbara Mudrovich	
March 30, 2009	Psychological Testing of Paul Mudrovich	
April 6, 2009	Office interview and observation of Barbara, Lillian, Hannah and Jacob	2 hrs.
April 8, 2009	Office interview and observation of Paul, Lillian, Hannah and Jacob	1 hr. 10 min.
May 4, 2009	Office interview with Barbara Mudrovich	1½ hrs.
May 13, 2009	Office interview with Paul Mudrovich	1½ hrs.
June 2, 2009	Telephone interview with Don Baker	20 min.
June 4, 2009	Telephone interview with Barbara Mudrovich	1 hr.
June 12, 2009	Telephone interview with Dorothy Lundy	10 min.
June 17, 2009	Telephone interview with Heather Mirczak	¼ hr.
June 18, 2009	Telephone interview with Jamie Hartung	¼ hr.
June 20, 2009	Telephone interview with Jana Mochkatel	½ hr.
June 30, 2009	Telephone interview with Ron Feinberg	25 min.
July 1, 2009	Telephone interview with Dr. Sobel	10 min.
July 3, 2009	Telephone interview with Chris Mudrovich	10 min.
July 24, 2009	Telephone interview with Gary Peterson	5 min.

### **DOCUMENTS REVIEW**

- Information from Paul: logs of visits and descriptions of events
- Emails between Paul and Barbara
- Proposed Parenting Schedule
- Email between Paul and Mr. Tsai
- Financial accounts
- Photographs
- Paul Mudrovich interrogatories
- Letters between attorneys
- Documents provided by attorneys (indices attached)

- Parenting Questionnaires
- Internet Liz Notes on Joint Custody
- Summary of residential time provided by Barbara, 5/5/09
- List of requests by Lillian

## **FAMILY HISTORY**

Paul and Barbara met in high school in 1980, dated, separated for a period of time, went to college locally, and married in August 1988. Barbara graduated with a BS in Aeronautic Engineering, and Paul graduated with a degree in Finance and Accounting. They both became employed, Barbara with the FAA, and Paul with Boeing.

Their first child, Chris was born in August 1989. Paul and Barbara agreed that Barbara would take a one-year maternity leave from her job. They bought their first home. In August 1990, Barbara returned to her previous job part-time. They also had nanny help.

On February 20, 1992, their second child, Lillian, was born. Barbara took another maternity leave from work. In September 1992 Paul left Boeing to work for GTE. In November 1992 Barbara returned to her job part-time. The family shared childcare with a friend, and Barbara continued working part-time for two more years, after which time they began sharing a nanny.

In 1993, the couple moved to a home in Sammamish. On March 9, 1996, their fraternal twins, Hannah and Jacob, were born. Barbara again took a one-year maternity leave from the FAA.

In March 1997 Barbara returned to work part-time. There was a nanny to help, and Barbara's mother came to live with the family to help.

In 1997 Paul had a neurological/psychological assessment and began taking an antidepressant. Also in 1997 Chris, who was 8 years old, and Lillian, who was 5 or 6 years old, were assessed at the University of Washington Child Development Center. Chris was diagnosed with a reading and writing deficit, and Lillian was diagnosed with ADHD (Attention Deficit/Hyperactivity Disorder) and Generalized Anxiety Disorder. Barbara noted that it was at this time she and Paul began going to counseling.

In 1998, the family moved to the current family home in Newport Hills. In 1999 Paul left GTE and was hired at Attachmate. Paul was laid off from this job in 2007, but was hired by King County within a couple of months. Through this, the couple continued trying to repair their deteriorating relationship. Also in 2007, Barbara was assessed and diagnosed with ADD (Attention Deficit Disorder). She began a course of treatment with an ADD medication.

In November 2007, due to the financial needs of the family, Barbara increased her work hours at the FAA to full-time, working from 6 a.m. to 2:30 p.m.

The family still lived together in the family home as late as early 2008, but Barbara and Paul now had separate rooms. It is at this time that Barbara was diagnosed with HPV (Human Papilloma Virus).

In July 2008 Paul moved out of the family home into his own place. In October 2008 he filed for divorce.

The couple's Temporary Parenting Plan, dated October 23, 2009, provided for the children to be with their mother except for alternating weekends with father from after school on Friday through Sunday at 6 p.m., and alternating Wednesdays with father from after school until 7:30 p.m. Decision-making was joint.

### **INTERVIEW WITH BARBARA MUDROVICH**

Barbara begins by saying, "He filed. This is not what I wanted. For me, I love this person. I loved him for all he is. We have thirty years of marriage. We have been through a lot. It is a tragedy to me. I'm loyal and I put up with stuff." She continues, "It is too painful for him to work on it anymore. Over the years, he says we are not compatible. I think he has a hard time. He won't acknowledge disagreements. I thought we had a connection. I know there is someone inside who is good. I feel bad he thinks I want to hurt him. We tried counseling three times. He has had anger forever. After we had twins, he couldn't cope. He got on Prozac. I did everything for him so he would not be stressed. Everything means parenting, bedtime, eating."

She described her work history and how it has been arranged in conjunction with her family life. She has taken twelve months off after each of the children's births, and then she worked part-time. "I maintained my job. They pay pretty well. I had no intention of using daycare, and no intention of bottle-feeding. All the kids went to preschool when they were three or four. I knew I had to work. I'd get up at 4:30 a.m. to nurse. I hired a nanny to come to our house. I worked from six to ten a.m. at the office, then went home to nurse at 10:30 a.m. With the second baby I released the nanny."

At that point she and another woman with whom she had become good friends shared care of their children. "I was part-time all along, and it was like I was an at-home parent. I'd do the classroom and playground. I needed to know they were okay. I did it for each child. I didn't like public school for myself and my kids. That's why they are in private school."

Barbara described each of her children. "My oldest son, no way public school. He is totally attention deficit disorder (ADD). All three kids are medicated. I think all are ADD." The three she was referring to are Chris, Lillian and Jacob. "All are different in their ADD. The oldest is the hardest to treat. He is now at Western Washington University. I love him. He is doing wonderfully. He is really smart. He graduated with honors." She believes there is a genetic contribution to the children's ADD. She says that Paul is ADD, and she was also recently diagnosed with ADD.

She says of Paul, "It can't be anyone telling him to do anything. If it is not his idea, he won't do it." Barbara expresses her dismay and frustration about him. "He does not think he has responsibility in the relationship, and he doesn't want it. If he has more than one kid, he can't do it. He says he's always getting the shaft. It won't change."

She says she does not want control, but “go though the mom.” She is referring to their established pattern that she schedules and facilitates most everything with the children. “He doesn’t talk to me at all. I’m not supposed to do it all, and then he’s mad.” She is referring to the guidance that came from their joint counseling. She was to allow Paul to take initiative and direct events instead of her telling him what was expected of him. “I don’t want him to think the kids are bad. I don’t want him to write the kids off. This is not new. This was even how it was when we were together. It is chaos for me.”

This frustration, she says, is how she has felt in the marriage. It is why they went to counseling, and it is what is happening now. She has always felt she did most everything that had to do with the household and the children. She was the one to initiate the planning for their various activities, medical and other needs. She would implement the plans and facilitate the organization, scheduling and transportation. She has asked for Paul’s help at times, and she does not believe she had his support. When he did have responsibilities, there was conflict, and there were times when the children did not get to school, or got there late.

Barbara expressed her view of the time since the separation in October 2008. “I’m extremely sad he has abandoned us. I’ve been good, and I carry more and more. I raise my kids alone. He hasn’t parented for years. Financially, he completely abandoned us. I will have less than I had when I was 22 years old. I had to fire the nanny. I’m working full-time. I’m leaving my kids every day.” She was a bit frantic when she said, “I can’t work full-time and parent the way I have parented in the past.” She was tearful as she said she could not provide for the children financially now with Paul’s contribution as it is. “There is private school, counseling, and tutoring. My credit cards are maxed out.”

She says of Paul, “He hasn’t seen them for a month. He has sat at activities. He doesn’t pick them up, and then I have to change my plans. It is unstabilizing [sic] for him to have definite time. Now with visits they have emotional hangover and they need more from me. I want my kids to feel loved. I never get a break. There is no one to take them and help. Some friends help. If I could get help with driving the kids around, that would be great.” She has always had a childcare person to be with the kids in the summer. “But I can’t expect Chris to do it all.”

Regarding the arrangements for Paul’s visits, she says, “He didn’t come Friday, then Saturday morning he was in the driveway and I didn’t know what was going on. I couldn’t make weekend plans. I just wait for him to come. I feel bad asking the kids. At dinner I’ll ask, ‘Did anyone hear from dad?’ I leave the kids in the house waiting. This is typical. Jacob tells me dad just talks. Dad stopped by. Paul just left. Dad says to Jacob, ‘What do you want to do?’ Jacob says he doesn’t know or he wants to play with his friend Ben, and Jacob says Paul leaves. Then he’ll text Hannah. Hannah will come to me to ask what to do. I tell her I’m leaving for an appointment and to work it out with dad. Hannah may tell him she wants to work on her homework and that he should get her at 5:30 p.m., and he’ll do that.” She gives the example of a time last summer when Paul had plans to take Jacob to a concert in the park. I told Paul to pick Jacob up at the pool. Paul went to the pool and asked Jacob if he wanted to play at the pool or go to the park concert. Jacob said he wanted to play at the pool, and Paul left him at the pool.” She says Paul did not tell her, and she had assumed Paul and Jacob went to the park.

Paul describes this event: "One or two Wednesdays before, I called Barb to tell her about taking the kids to the concert." She told him they had plans that night and he should come at 6:30 p.m. "So at 6:30, I'm at their house to pick them up for the concert. Jacob was not there. Barb said he left fifteen minutes ago and he went to the pool with friends. I went to the pool to pick up Jacob. Hannah said she'd go to the concert if Jacob went. Jacob said no, he didn't want to go to the concert. So I went home."

Paul says that in general he would get no answer from Barb when he sent her emails, or just get a "no," or it would not be until that morning that it might be a "maybe." Paul says that Jacob did not know about the concert in the park. Paul says he had agreed with Barb that he would talk with her about events before he talked to the children. His guess is that Barb did not tell Jacob about the plan, and Paul had not told Jacob. So Paul went to the pool to get Jacob. Jacob, he believes, is operating with the information that his mom's plan for him is to swim at the pool. Paul says it comes down to whose watch is it with the kids? "Barb does not do that," referring to being clear-cut about which parent is in charge of which kids, and when.

Barb says of Paul, "It didn't work when we were together. He never could get them to do anything, and he'd get mad at the kids or me. They evolved past him in his relationship skills, and he was not that much of value. They have to tell him what to say or do. He gave up on Lilly. Lilly loves him, but is upset at him. Paul doesn't call her. It hurts her." Recently, Lillian was at school and sick, and she called her mom. Barbara says she told Lillian to call her dad, and she did. He picked her up at school and took her home. Lillian thought he went back to work. A few days later, he never called to see how she was, Barbara says.

As much as she thought she and Paul would be together into the future, she also says that now there are visitors at their house all day long. This was not the case when Paul was there. "The house is relaxed. I didn't have to keep track constantly about his depression."

She does not recall allowing Lillian to read declarations—except the one about Israel. "Lilly has read stuff at Paul's house. She was upset he was taking the mail, and she brought it back." Paul had mentioned that his divorce-related notebooks were missing, but Barbara said she does not know about them. Paul, she says, has explained to Lilly what he is paying for in this process.

Barbara does not know what kind of parenting plan will work. "In the last few years, I'd go to Paul about everything. There was no proactive thought from him. I want the schedule to be stable. I want the kids happy. The weeknights are okay; once a week for dinner for the kids. I want him to take them, but I don't want it when I have to work with them about their dad, from nine to eleven p.m. on their return from him. They all parent him. Lilly is angry and sad. Lilly liked it when I sent Paul to help her study for her geography test."

About Paul's parents, she says, "They are worse than him." She believes they now hate her. "The grandparents are one block from the kids' school and have never taken them. There is no relationship." Her own father has died, and her mom has been a caretaker with the kids, and they are close with her.

I mentioned to Barbara that Paul claimed she wouldn't allow the kids to go with him to his parents' home last Christmas. Barbara replied that first of all, Paul chose the holidays. He chose Christmas Day, when in fact they have spent Christmas Eve celebrating Christmas at his parents' home for many years now. This was a very snowy Christmas. She recalls that on Christmas Even she and the kids established a new tradition and had a good time. The kids knew that their dad was picking them up at 9 a.m. Christmas morning. "They didn't want to, and 9 a.m. for four teenagers is not a good time. They asked him for a little later. He shows up at 9:45 a.m. and he's out there. They grumble. He honks. Chris tests, emails or calls his dad to tell him he's still in the shower. Paul comes to the door. He yells for them to come, and the girls cry. Now it's 11 a.m. I told the kids to go, and they did. They went to Paul's place." She heard from the children that there was nothing to do and nothing to eat. "Chris walks home. I made Chris go back in my car, and the snow was getting bad. Paul made me come and get the kids."

In her parenting questionnaire, Barbara summarized the situation as she sees it. There is profound withdrawal of Paul from the family. There is a lack of trust between Paul and her. Paul has an inability, or lack of desire, to communicate during his residential time. He has uncontrollable anger and aggression that she thinks results in his withdrawal, as his way of coping. She also believes there is only an inconsistent emotional presence from Paul.

Barbara sounded sincere when she said she wants to have a plan that works because she could then plan around the time Paul is in charge of the children, although she also says she does not have much confidence in Paul's ability to be in charge.

#### **INTERVIEW WITH PAUL MUDROVICH**

Paul describes the early meeting and dating in a similar way to Barbara. They met in high school, went out, broke up, went to college locally, and dated off and on. They married in 1988.

They had their first child a little over a year after they were married. They both worked full-time before Chris was born. "We were agreeable to her being home, and she pursued part-time. She worked part-time until a little over one year ago." His work included full-time work and more changes. After being laid off from Attachmate he was unemployed for three months. Then he started working for King County, a job he still holds at this time.

As for planning for the children, he says, "I was okay with two kids. I wasn't interested in more kids. Barb wanted more." She was adamant she would not be happy until she had one more child. We discussed it. I'm at peace with the decision as it came, and then we found out we were having twins. Those six months after they were born, it was brutal and numbing. We always worked it so one of us was getting a break. Her mother was helping and staying with us. As each child came, she took on more proportionately than I did."

"Over the course of the relationship I started relinquishing more and more of my ideas and became overly flexible."

Paul recalls that it was shortly after the twins came that he had a neurological/psychological evaluation. "I was feeling blue. I was depressed." He received antidepressant medication and he was also told he had symptoms of Attention Deficit Disorder

(ADD). He was also given medication for the ADD. This medication was changed at one point. The new medication did not have the "rage factor." He says the medication really benefitted him. "It motivates me. It was hard to get organized to a task. It allows me to do what I want to do. I have a list and I get it done."

Paul mentions that their older son, Chris, was also diagnosed with ADD, as was Barbara. Chris began his first year of college this past fall. He had a hard first quarter, and Paul says he helped by communicating with a specialist in ADD up at Western. Chris' medication has been an effective help.

As for the divorce, he says, "We had conversations and we agreed it was not working out and agreed I would move out. I didn't want to leave, but I didn't know what to do. We decided I would move out for two or three months, and I would try to figure out time with the kids. I felt isolated out of the family. The day I moved out she had gone to a lawyer. I had no lawyer. That was the ending for me. We were talking. We were not like other people. We wanted the best for the kids."

Paul relates his perspective about seeing the children. "I would try to see the kids. I'd call the kids to do things. Then Barbara said talk to her first because of events and activities. I'd call most every day or leave a message. She'd ask what I had planned. I had an apartment in the neighborhood less than one mile away. She'd say no if she was not agreeable to the activity or it was just at my home, and she'd say we'll see. She had asked me not to come unannounced. It was a tough time for me."

He continues, "My number one hobby is hanging out with the kids." He explains that he was seeing the kids at swim meets. I felt like I was trying to set things up and she was deciding and making plans." He had vacation time the last week in August. "Barbara did not want overnights, so I made plans to pick them up every day and do stuff. Her number one goal is to not have them stay with me overnight. It is okay to take trips and stay overnight, but when home (in town) they need to be home to sleep." As he had the vacation plans arranged, he found out that Barbara and the kids were flying out to Chicago. "Barb said it just came up and it was part work. This was two months culminating in this event, vacation for me and the kids, and I was so looking forward. I tried to take the high road. I'm disappointed."

In mid-September of 2008 he recalls calling his oldest son Chris to make arrangements for time together and finding out that Barbara was in Israel for two weeks. "That was a big shock and a big slap in the face. I would gladly have taken time off. She had a babysitter and her mother all arranged. She said she didn't want to inconvenience me." He remembers, "The kids go into quiet mode. Hannah had been good about returning calls on her cell phone. I should have known because Hannah did not return calls. She usually called me back within 24 hours."

He continues, "I solidified in my mind I need to do something. She says the kids are busy. I pursued this divorce to have time with the kids. She wants to manage all of it." He recalls a time he went to pick up Hannah and Jacob for skiing. Barbara brought up the subject of going to trial to stop him from having the children overnight. "I told her it was not a good time to talk while the kids are loading their gear into the car." He states, "Lilly does not talk to me."

We discussed the children and overnights at his home. "They have only been in my place twice since July 2008 for overnight. I'm not dragging them out. I'm not setting up a two-home scenario. I have set up a place for them to be comfortable. I'm not expecting them to have two homes."

I asked Paul to explain his view of how the arranging occurs for all the children's activities. He relates, "In our family life it was an iteration storm I experienced with her. We had a whiteboard and color-coded with kids' scouts, swim, basketball. I like plans locked down and she doesn't like to lock down plans. She has it in her head. I'd look at my calendar. I don't have an internal clock. I need to know my role, my commitment and what's expected of me. No one will have a better final plan than Barb, but it changes as it goes along. There are so many iterations. From A to B. I stay with the plan. Whereas she is in process and I say okay. I relinquished overall planning and organizing."

He says that his usual response is, "Let me know what you need." He recalls that early on in their marriage they'd talk over ideas about the children. For example, they would agree for the kids to swim. "Early on I'd think how can we do this; the money and the driving. She'd come up with the ideas about how to do it. Another example was changing the children from public to private schools. I struggled with that idea. She is very intuitive. She is good. I'd not even think of her ideas. I was not in disagreement to her master planner and it was beneficial to the kids. I wanted involvement to contribute ideas. We were still working as a team." In counseling he learned she did not feel he had care or concern about something and yet he would have spent thirty minutes talking about it with her. "I'd think we were going somewhere with it and it would blow up. She would think I did not have emotions or concern. She finally said she was tired of telling me what's up and she'd do it without me. That was going on for a year before I moved. Early on she'd give me an update. Then she felt I should know these things. I miss things." For example, he says that the Cub Scout leader would send notice of a change and he would not necessarily read it if it had already been opened. "Or we'd get an email and I'd not read all the parts. That was definitely relinquished and I did not take as much responsibility. She felt she had to spoon-feed it to me, and she didn't enjoy that."

As for his relationship with Lillian, he responds in the parenting questionnaire, "Over the next few years and possibly many years to follow, I will need to work directly with Barb to salvage any relationship with Lilly. I believe Barb has confided and commiserated with Lilly throughout the divorce process, resulting in my being Public Enemy #1."

As for his summary of how he believes Barb would describe major aspects of the current situation, she would say his role in the kids' lives is inconsequential compared to her, and his time with the kids does not need to be much. She also likely feels he should be contributing more money, and she would say she has been the one to provide the consistently caring relationship with the children. Furthermore, she would say he lacks the ability to feel remorse or empathy.

## **PSYCHOLOGICAL TESTING**

### ***Note on the interpretation of the results of psychological testing***

The psychological test interpretations presented below are only hypotheses and should not be used in isolation from other information in this matter. The interpretive statements are primarily computer-generated, actuarial predictions based on the results of the tests. Personality test results reflect characteristics of persons who have provided test response patterns that are similar to those of the current individual. Although the test results are presented in an affirmative manner, they are probabilistic in nature. Further, the reader should interpret these findings cautiously, and should examine the test interpretation for general trends, placing limited weight on any one specific statement. In the integration and presentation of the test data, where results were unclear or in conflict, I used my clinical judgment to select the most likely hypotheses for presentation here.

### ***MMPI-2 and MCMI-III Psychological Testing of Barbara Mudrovich***

Barbara responded to the MMPI-2 questions in a moderately self-favorable way. There was no significant amount of conscious defensiveness. Her self-favorableness was due primarily to her higher than average self-perceived socioeconomic status. She also operates with a high degree of emotional reserve and a genuinely sophisticated self-presentation.

On the clinical scales she responded in ways similar to individuals who are strongly repressed and over-controlled. These individuals cover over their shortcomings and they operate within a fixed social role, wanting to be seen by others as reasonable and conforming. Barbara agrees that she sees herself in a way similar to this with the exception of not remembering ever being described as "over-controlled."

These individuals have a lack of self-awareness of what they are doing and the consequences of their actions on others. Barbara could not say whether this is how others see her. There is a tendency to rationalize anger and deny hostile intentions. There is also a tendency to blame others for unfavorable situations for their difficulties, thereby provoking frustration in others. She says she does not have so much anger. "I have sadness that Paul left what we had. I accepted him and I know him. Things don't bug me."

These individuals are straight-laced with a strict morality. They remain home and marriage oriented despite role struggles and limited emotional gratification.

On the more positive side, this profile indicates unusually positive ego strength which suggests a wide variety of areas of practical self-sufficiency and organized functioning. They have many ways of gaining social approval from others. There is only a mild amount of anxiety and depression indicated in this profile.

On the MCMI-III, Barbara responded with a degree of defensiveness. Individuals with similar profiles are best characterized by a need for affection and security, and they actively solicit attention and praise. There is a fear of abandonment such that they become over-obliging in an effort to seek nurturance. They persistently seek harmony with others, even at the expense of their own views and beliefs. There is some lack of self-confidence, despite superficial appearances.

There is a naïve attitude about interpersonal problems and they attempt to maintain an air of buoyancy, denying all disturbing emotions and concealing discomfort. These individuals have a tendency to view themselves as efficient, industrious, conscientious, disciplined and loyal. They see themselves as devoted to work and able to meet responsibilities. They are fearful of being viewed as irresponsible, slack in their efforts, or as a person who fails to meet the expectations of others.

Another salient characteristic of these individuals is that they have the habit of living with rules, regulations and time schedules. As a result, they may appear upset by unfamiliar events. They may be rigid about adhering to their ways of shaping their lives.

### ***MMPI-2 and MCMI-III Psychological Testing of Paul Mudrovich***

Paul responded to the MMPI-2 in a guarded, denying and self-favorable way. This self-favorableness comes from both sources measured by the test: he showed an extensive amount of conscious defensiveness, responding too positively to many of the test questions, and he has a self-perceived higher than average socioeconomic status. The guardedness and denial may be conscious avoidance of admitting faults, or reflective of cautious properness and moral self-control.

The clinical scale scores indicate a mild level of anxiety and depression which Paul believes is the "emotional experience of this process. It is different than I expected," he says. The worry these individuals experience can also focus on work responsibilities and ambition, wishing to get ahead, and they are conscientious. Paul says that this is accurate. "I tend to focus on what I can focus on. I need to know my commitments. It is the only thing I can count on."

These individuals can be self-defeating and self-punishing. Their sensitivity could involve subtle misinterpretations of the intentions of others. This profile is reflective of a quickness to deny angry feelings. Their social conformity is rigid with emotional inhibition and over-control. They can be subtly punitive of others by withholding emotionally. Whether he means to be this way or not, this is how Barbara and the children see him.

They have an underlying need for attention, care and emotional support, yet they cover this over. Paul acknowledges that he thinks about this and it can be hard to allow himself to receive it. "I need to drop my guard to get it."

On the more positive side, these individuals have personal coping and a self-sufficiency that is exceptionally well-organized in a variety of areas in their lives. They want to be seen as friendly and sociable, and they are home oriented but anxious over public attention.

On the MCMI-III Paul answered the test items in a defensive manner. The profile is similar to individuals who may be egocentric with an inflated sense of self-importance and arrogant attitudes. However, this feigned self-confidence may cover over a deep insecurity about self-worth and compensate for past humiliation. There may be deeply felt resentment that is projected outwardly and therefore may lead to frequent squabbles and family difficulties. There is a tendency to avoid closeness, displays of weakness or willingness to compromise because this may be experienced as a fatal concession. Paul acknowledges that he is a guarded person. This may cover over a touchiness, broodiness or a tendency to ascribe malicious intent to others.

## INTERVIEW AND OBSERVATION WITH PAUL, LILLIAN, JACOB AND HANNAH

The kids were all quiet at the beginning of this office session while they were all in the room with their dad. None of the four engaged each other in conversation, and Lillian appeared angry, Jacob was quiet, and Hannah spoke up only if there was a question. Paul listened when the children responded to questions. Lillian said she has no interest in seeing Paul if he has no plan. She said, "My sense is he doesn't want to do anything with me, and maybe Hannah and Jacob, too."

The children say it is a disruption after a busy day to get ready to go. During this joint interview session, I asked Paul if he could see it as they do, that without a plan they are not interested in going to be with him. Paul responded that it is hard to figure out how to talk with each of them. "Lillian feels I treat her poorly," he said. Lillian was tearful when she told her dad that he stole their mail. Then Lillian added that their dad is vague and inconsistent and he doesn't show up. Paul said that he is not consistent with being present at swim meets and they won't necessarily know if he is there. Paul added that if Barbara is there it is not conducive to seeing the kids.

Hannah then was very direct with her dad, saying that she remembers one particular Friday when she was off school and their dad was going to pick them up at 2:00 p.m. Paul came over and Jacob told his dad he wanted to play with a friend, and Paul left. Hannah waited outside until 3:00 p.m. She said she didn't know her dad had left. Paul said that Hannah texted him asking why he didn't tell her he had left. Hannah was angry that his return text message was that he did not tell her because she had not asked.

I spoke with Jacob individually. I asked him why he was not going to swim practice when he was with his dad. "It is easy to not go. We are supposed to go three days a week. Usually with mom I go. Dad is not direct." Jacob also says that dad just asks what he wants to do. He either has no idea about what to tell his dad about what he wants to do together with dad, or he tells his dad he wants to play with a friend. Then his dad leaves.

During my individual conversation with Hannah, we discussed the mail issue. She said her mom simply said she did not know where the mail was. "Mom did not say dad was stealing the mail, then we saw him. I get angry and I'll cry, and dad will make excuses. Dad makes excuses for everything. I think he excuses to make himself look good."

Next Hannah talked about the situation when her mom went to Israel. "Our nanny is a good family friend. She watched us. My dad came into the house and he was mad when he found out. We freaked out. Dad wouldn't leave. Dad was just sitting there and being creepy. Dad had called mom in Israel. We called our mom. Mom had called right after dad's call."

Next I spoke with Lillian. I asked her what she was feeling when she had tears during our conversation earlier, when her dad was present. She said, "I'm frustrated and mad. Dad doesn't validate anything I say." She explains her view of the time their dad came to the house when their mom was in Israel. "That was disturbing. I made dinner and mom's friends were coming and bringing dessert. We had plan. Mom said dad is probably going to come over. I talked with mom and I said I can handle it. Then I called mom back and I told her this is really bad. Mom said she'd call Gene (family friend) to come sooner. I asked dad to go. Dad had an

evil face and he said he'd just stay. The friends came and he was still there, and he ended up playing video games with Jacob. I said, 'Dad, you need to go.' He didn't acknowledge anything I said and ignored me. He didn't eat dinner with us. I like making dinner. I make it most nights. I teach (swimming) from 5:00 to 6:00 p.m. I'll have dinner made when Hannah and Jacob get home from swim practice.

### **INTERVIEW AND OBSERVATION WITH BARBARA, LILLIAN, JACOB AND HANNAH**

The children were talkative during this session with the exception of Jacob, who remained quiet during the group time. They began by describing the day's schedule. Lillian said she is the first one up at about 6:00 a.m., she has breakfast, and is then off to the bus by 7-7:30 a.m. Hannah is up about 7:00 a.m., and Hannah and Jacob leave for their carpool at about 8:00 a.m. Mom interjects by saying they are all self-sufficient.

After school there is homework. The twins are home at about 4:15 p.m. and Lillian is home by 4:00 p.m. Lillian adds that she likes to cook and she has cooked for several years. Mom adds that her work hours fit the kids' needs.

I spoke with Jacob alone. I asked him about his dad and how the family operates. "I don't see him much. Dad didn't affect us much. He'd bring us to school in the morning. He'd come and go. Dad is an accountant." I asked Jacob if he thinks his dad likes spending time with him. He responded, "I'm not sure. I can never tell with dad what he is thinking or feeling. Sometimes we ask dad why he said this or that." I asked him if anyone asked their dad why he moved out or if he knew why from his mom. He did not recall anyone asking dad. "Mom said it was because dad was annoyed with her. I don't know why. It was a surprise to me that dad said it was fun hanging out with us." This was a reference to a conversation that took place earlier in the session.

I said it seemed like Lillian was the most mad at dad. He said, "Maybe because she is older and understands more. Lillian won't see or talk with him." I asked him why she doesn't want anything to do with dad, and he said because his dad has no emotion, except for being mad. I asked if dad was fun. He said sometimes. "Dad doesn't apologize to anyone. Before dad left he was more like a roommate, a person who is just there. Mom ran the household."

As for getting together with his dad, Jacob said, "Dad will say maybe you want me to come over, and I say okay. Sometimes he doesn't come." I asked Jacob if he thought it was okay with his mom for him to like his dad. "She wanted me to like him if I wanted to." He states that he does not talk much with his sisters about the situation.

Jacob says his preference is to never go over to dad's, "but if we want to, we can." His dad, he says, is not someone who would ask him, for example, to go on a bike ride. He says his dad will come over and ask him what he wants to do later. "I wanted to play with a neighbor. My dad didn't have any ideas. I said, 'Right now I want to play with my friend.' Then dad might leave. Dad will wait for us on the day of the Plan (referring to the time they are to spend with their dad), and he'll ring the doorbell. He'll be stubborn and he waits for us to agree. I tell dad to roll down his window, and I say I want to stay at mom's. Dad sort of pauses until I agree or he goes away."

During my individual time with Hannah I asked her how life after dad left the house is different from when he still lived with them. "It is pretty similar. My dad was not around that much." I asked where he was. She did not know. She recalls that when dad got them off to school in the mornings, "My dad tried to take us and he didn't get out of the house very fast. I was frustrated. I'd tell him we had to go."

Hannah says she is agreeable to doing things with dad. "I'd do day things, but not school days." Then she says, "It feels like I have to tell him everything. Dad doesn't come up with ideas." I asked her if it was okay with her mom for her to be with their dad. She said yes, "except if he doesn't take us to swimming. I'll tell dad I'll go, and he won't make my brother go." I told Hannah that her dad said his favorite thing to do was to hang out with the kids. She said she believes it. "He's told me before."

I asked her about when the family was all living together and whether the family did things together. "When we were younger, yes, probably." I asked about Saturday nights and what they might do. "Sometimes dad would be with us or someplace else, and mom is there. My mom is the one to decide on the movies we watch."

She adds that she does not think her mom likes her dad, his personality, his choices or his actions. She didn't like him very much before he left."

I asked if she knew if Lillian wanted her to feel the same about dad as she does. "No, she wouldn't care or be mad. Lilly gets into lots of arguments with dad, and it was like that before. It is not just teenage stuff." She adds, "I agree some with my sister. My brother goes with the flow. I love dad. I don't want to see him much on school days. Mom is more reliable. Dad doesn't usually have a plan, and he doesn't tell us ahead if he does. If my dad was the parent, we wouldn't do anything."

I spoke with Lillian individually. She begins by saying dad has been gone "forever and ever", referring to the past. "He was not a father. I was calling him Paul since I was ten years old. He's very absent and uninterested in me." I asked her if he would agree with those statements. "I don't know." She said Paul would be there, at home and with the family, but only as an empty body. "It was when I was three or four years old I decided he was not available." She recalls one memory. "In our old house the twins were babies." She went to find her mom. "Mom was making our New Years Eve pajamas. Mom said for me to go talk with dad. I stood there. I chose not to go talk with him. I had probably had a nightmare. I never had a picture of mom and dad in a partnership. Dad was undependable. Mom was always the leader. I love my mom because of that. A child needs a dependable leader. It is nice he is out of the house. I have to put up with it while he pretends he's a great father. He's so fake. He *never* came to swim meets. Mom begged him to come to championships. It is so fake. In my entire life he *never* took me to the doctor. In 2008 he took me for bronchitis and I had already gone." She recalls that he never directed an invitation to her like, "you can come too." She went on a six-week exchange to Nova Scotia in January and February 2009. "He didn't talk to me the entire time."

Lillian is angry that the Court is saying she needs her father. "In general, people are easily tricked by him, like he's a father." I said that her dad believes her mom is alienating her

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from him. She said, "Dad didn't call me for two and-a-half months. I haven't seen him since my birthday!"

### **COLLATERAL PARTY INTERVIEWS**

Before beginning collateral interviews, I explain that our discussion is not confidential because it is a forensic examination. I ask the interviewee to focus on what they know first hand, and to provide information no matter which side they feel it may favor.

#### ***Interview with Don Baker***

Mr. Baker met with this couple to help with managing Attention Deficit symptoms in the context of their marriage. They all agreed on this focus for therapy.

Mr. Baker recalls Barbara saying Paul had been withdrawn since the twins were born. Both agreed that Barb took on more responsibility in the family, and she agreed at first, but became unhappy with the situation.

As Mr. Baker explains it, Paul's ADD brings with it a lack of ability to initiate. He is also inattentive and has difficulty "getting started." Barbara is a competent activator and would ask Paul to do things. Paul might stonewall her requests or become petulant when asked.

Mr. Baker says Paul disagreed with the accusation that he was withdrawn from the kids. "But, Lilly called him Paul, and that is amazing." Chris, he says, was old enough, differentiated, and beginning his own separation. Jacob does okay with Paul, and Hannah is more assertive. There is no lack of love for the kids. His love, though, is not overt at all. There is a point he can go emotionally, and that's it." The kids do not comply with Paul.

These impressions of the children come from what Mr. Baker heard from the parents, but he also met with the children one time.

In addition to working with the couple, Mr. Baker worked with Barbara individually. Paul participated in a group, and Barbara also participated in a separate group. Paul terminated the therapy at about the same time he moved into the garage.

#### ***Interview with Dorothy Lundy***

Ms. Lundy is a friend of Barbara's from work originally, and ongoing as a family friend. She sees the family on an average of about once of month. One of her children is near in age to Hannah, and both families participate in swim team.

She was present on Thanksgiving this past year and was present as Barbara was encouraging the children to go to a movie with their dad. Lillian, she recalls, was not interested in going because the movie was a "kid" movie. Barbara said at least six times that they should go.

Ms. Lundy says she has never heard Barbara talk negatively about their dad. If Barbara was ever speaking to her about family matters and one of the kids came into the room, she would immediately stop and focus on what the children were doing or needing.

Ms. Lundy has never heard the children speaking disrespectfully about their dad or their mom, and they are compliant with what their mom directs.

She commented that she was recently at the family home and Hannah was expecting her dad to pick her and Jacob up. As far as she knows, Paul never showed up. Hannah was confused. Ms. Lundy does not have any information about the communication concerning Hannah's time with her dad that day.

### ***Interview with Jamie Hartung***

Ms. Hartung was the children's nanny for a period of approximately six months during the time of the separation of households. She began her work in July 2008 and ended it in December 2008. She has more experience with Barbara than Paul. Her observation is that the children are close to their mom, and it is Barbara that organizes the household and all the activities and logistics.

She was aware of the number of times that the arrangements for Paul and the children did not end up happening as either the children or Barbara thought they would. She said she paid attention to any of the ways Barbara may have been disrupting arrangements. What she says is that Hannah was the one communicating with her dad and Hannah was trying to handle things. But still, plans did not happen the way they were expected to happen. "For years, the kids have been dedicated to their activities." From her viewpoint she says it seems Paul was feeling it was his weekend and he would decide what to do. Barbara's perspective, she believes, was that the children's activities be continued as their commitments require.

Ms. Hartung mentions the time last year when Barbara was in Israel. She was present much of the time. The kids were happy and doing well. When Paul came over, she says it was disturbing to the children because it seemed he was forcing his presence on them, but he was not saying anything to them. "He has a way of not engaging with the children. I don't think it is on purpose."

### ***Interview with Heather Mirczak***

Ms. Mirczak is a teacher and outdoor education leader at Lillian's school. She knows Lillian well, and Lillian has been on several outdoor adventures with her.

She likes Lillian and sees her as a young woman who experiences anxiety, who is extremely empathic and very emotional. "She feels others' emotions. My impression is that she is very angry at her father and she feels he has not taken care of the family. She is very wary of him." She explains that Lillian is of the view that her mom does everything and her dad does not help.

As for the event of her dad coming over to the house when Barbara was in Israel, she says that Lillian was quite upset the next day about her dad's behavior and was feeling uncertain about whether her dad would come to the house again.

### ***Interview with Jana Mochkatel***

Ms. Mochkatel was a long-time, 30 years, friend of Barbara's, but the friendship dissolved, according to Ms. Mochkatel, while she and Barbara were on the trip together to Israel last fall. She also knows Paul and has been around the family over the years.

Even though there is a rift in her relationship with Barbara, Ms. Mochkatel says she only has good things to say about her. She also says she was pleasantly surprised that Paul put her name on his collateral list for me to contact.

She says, "I like Paul. I see him as a funny guy. He's fun, he plays that role as a parent. Everybody likes Paul, but I didn't live with him. If there is a social event and a baseball game to be organized, he'll do that. He was our softball team coach, and all practices took place, and everyone had their position."

Of the two, Barbara and Paul, she says, "Only one can be in charge. He couldn't play any other role than he did. Barb is intense and strong. Her complaints of him seem real from Barb's view. Barb didn't like *anything* Paul did. Barb was mad because Paul did not do what she does. Fathers do what they do. If he did the dishes, she'd be pissed about something. He could not win. Barb is brilliant and talented, accelerated in her job, has all the photo albums up to date, and now she rides her bike to work."

Ms. Mochkatel makes an observation of her interactions with Barb. She recalls that there were several times when Barb asked her for help with something or made an offer, like tracking her passport, meeting up somewhere in Israel, or getting a ride. Ms. Mochkatel says she would go to the effort of helping or asking someone to help, and then when she would talk to Barbara later, Barbara, she says, would tell her she took care of the situation in another way. Ms. Mochkatel, in frustration, asked Barbara if she was ever going to tell her she changed whatever it was she had asked her to do. Barbara offered Ms. Mochkatel the use of her hotel room for a shower at one point, and then wasn't there and did not tell her of the change in plan.

As I continued the discussion with Ms. Mochkatel, the kinds of examples she related sounded somewhat similar to Paul's statements that things change with Barbara, and the changes are in her head. She does not tell others who may be involved.

It is Ms. Mochkatel's view that Lillian is coming to her own conclusions about her dad. She believes that Hannah and Jacob love and need their dad. Barbara can love the kids fine and dandy, and they need their dad.

### ***Interview with Gary Peterson***

Mr. Peterson was Jacob's Cub Scout leader for three or four years.

Paul was quite active with the program and was present at most meeting, participating as Mr. Peterson requested. Mr. Peterson found Paul to be a willing and able participant. He managed Jacob and the other boys well, and also attended the activities that were in addition to the regular Scout meetings.

### ***Interview with Dr. Lance Sobel***

Dr. Sobel has seen Paul about six times. Paul initiated therapy because he was upset and unhappy. Dr. Sobel believes Paul thinks "Barbara was attempting to keep the kids from him." It was also the case that Paul was upset when Barbara left the country, did not inform him, and made other arrangements for the children's care and supervision while she was gone. He saw Barbara's actions as implicating him as not capable of taking care of the children during her absence.

Dr. Sobel encouraged Paul, who struck him as somewhat passive, to get an attorney. Dr. Sobel needed to make this suggestion more than once.

### ***Interview with Ron Feinberg***

Mr. Feinberg saw Paul in the past, approximately three years ago, for a few sessions. He saw Barbara one time individually and in a joint session once with Hannah and Jacob in December 2008. Hannah and Jacob began seeing him again in April 2009, and have seen him about eight times, sometimes individually, and sometimes with their mom.

Mr. Feinberg has a subspecialty to his practice, working in the area of ADD. He works with individual adults and children as well as couples and families. He provides therapy and coaching.

From his knowledge of the family, Mr. Feinberg says that Paul loves his children, but the children feel hurt by their dad. They do not feel he is tuned into them. They do not believe he knows their friends' names, for example. They do not experience him as being very interactive or engaged with them. This, Mr. Feinberg says, is not because of Barbara.

The part that Barbara is responsible for is being inattentive to the fact that she speaks without much monitoring of what she is saying about their dad. She speaks for the kids at times and she has assumed, to some degree, that the kids feel what she feels, and that she feels what the kids feel. In other words, Mr. Feinberg is asking her to rethink this "boundary" issue. Barb, he says, can acknowledge this intellectually, and, understandably, react with some defensiveness, but then she comes around and makes changes. "She is a very devoted mother. She assumes responsibility to the highest degree, she does not allow herself any slack, and she has lots of anxiety. This anxiety and control of family matters is her response to her ADD.

Jacob, he reports, is a very bright, sweet kid, but his ADHD makes it hard for him to sustain attention, hard to self-regulate, and follow-through is a challenge for him.

Hannah is a bright girl who is very responsible. She is put in the position of being responsible for Jacob, and Mr. Feinberg is working with the family to relieve her of this duty.

### ***Interview with Chris Mudrovich***

Chris is the oldest child in this family. He has been away at college this past academic year, and has been back home for the summer for the past month or so. He and his dad get together for dinner when his dad initiates the call to arrange.

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He observes his mom encouraging Jacob and Hannah to go on their time with their dad. It is also his observation that it appears that their dad does not follow through. "The kids are at home waiting and he doesn't pick them up." He believes if arrangements were made and dad was there, Hannah and Jacob would go with their dad. He is not really sure about Lillian's feelings about arrangements with dad.

Chris says their mom is the parent who has been the one to take care of giving direction to the kids and following through with discipline. I asked about last-minute changes in arrangements for Hannah and Jacob as they relate to their time with their dad. It is his view that most of these sorts of changes do not involve the scheduled time with their dad.

Chris ends by saying he does not believe his mom is trying to keep the kids away from their dad.

### **IMPRESSIONS**

These children look to their mother as the manager and facilitator of their lives. It appears that this has always been the case. Barbara has a strong motivation to be very present with her children, and has had this motivation from the beginning, arranging her demanding work in such a way as to be home for one year after each of their births and working part-time hours that accommodated a nursing schedule, classroom and playground participation for all four. She and Paul had agreed about her time home with the children after their births. She has made literally all the decisions about schools, activities, and their mental and physical health care. She believes she and Paul participated in the discussion of these decisions early on in their family life.

Paul would agree that they made decisions jointly, at least for some amount of time in their marriage. He would also say that as for the management and facilitating of their everyday lives they had big differences, and these differences created difficulties. The deficiencies for him centered around the constant changing of plans by Barbara. He said he operates well with a locked schedule and when he knows his commitments and what others expect of him. Barbara changed things, and kept the changes in her head.

It is Paul's report that he was the one to plot out all the daily schedules and lessons and practices on a family whiteboard, but then Barbara was the one to change things as the day emerged differently than the prior planning. He says this captures the big difference between his way of organizing and Barbara's way. He is very clear that he relinquished responsibility in the face of this situation. He did not initiate and he did not keep himself informed by the incoming emails and other sources of information. Barbara filled in by doing most everything. They went to counseling, which did not improve things much.

He agrees with Barbara that they were in disagreement about having a third child. Then the twins were born. The demands of twins, with two younger children, were enormous. Paul became depressed and sought help. Barbara became frustrated and burdened by the feeling that she was taking on more and more. The couple participated in counseling, but it did not result in enough change.

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Over the course of this evaluation, it became clear to me that the children have always looked to Barbara for their day-to-day leadership. They see her as an authority figure and follow her lead. Paul was not this type of parent with the children, and the children have not viewed him as an active or authoritative parent.

Since the separation, about a year ago, Barbara has been intent on maintaining the day-to-day lives of the children as closely as possible to what they have always had. She says the children have always been "homebodies", not spending much time away from home. She does not see them wanting to spend overnights at Paul's place, away from their home and their usual routine of doing homework, projects and participating in play in the neighborhood. This is probably accurate for the most part, although Mr. Feinberg's comments lead me to believe that she may have been assuming what she believed was what the children believed and wanted.

Paul has not been able to be with the children as he had envisioned. He has not had an enthusiastic response from the children, nor their participation with him at his home, or even for much in the way of activities. He attributes this to Barbara alienating the children from him. He seems to believe if it were not for her alienation the children would want to be with him for weekends and their evening time together. If it were not for her alienation, the children would have a relationship with him closer to what he wants with the children.

I do not believe he is correct about this. The primary reason for this situation with the children is not the fact that Barbara is alienating them. There are three major reasons for the situation. One is that Paul is expecting something positive to happen from the separation and divorce that did not, in fact, happen in the family while they were all living together. I do not doubt his love and devotion to his children, and I do not doubt that he relishes his time in their presence. But they have not registered this love and devotion. Their experience of him is far different. For right or wrong, they have experienced their dad as peripheral to the family and to their lives. It is not Barbara's "fault" that they see their dad this way. It is just a fact of Paul's and Barbara's personalities and their family organization.

The second major reason is Barbara's personality and her way of functioning. She is overcoming her ADD by being *very* much in control of all details of her work and family life. I do not know if it would have been possible for this couple to accommodate each other's two different styles. They each blame the other for their lack of satisfaction in their relationship and for the resulting problems. Paul blames Barbara for controlling and changing everything all the time, and Barbara blames Paul for withdrawing, not participating, and not helping her.

Barbara, I believe, has also been lacking in insight about the negative effect of the comments and attitudes she expresses about Paul in front of the children. They have had a negative effect, but Paul was already a parent who was seen by the children as peripheral to family life, and he was not an authority figure in the children's lives.

The third major reason for the current situation is the family organization. Barbara is in charge and Paul is out of her loop. The reasons for this are multiple. The outcome is that Barbara organizes and reorganizes as life requires. Paul is not in the loop, and therefore he is not where the children expect him to be, and the children are not expecting to be where he is.

Barbara, and to some extent the children, have continued to operate as if the children's schedules dictate all. Barbara has not acted with strict compliance with the Temporary Parenting Plan. She has expected, and believed it best for the children, for all their activities to continue as if there were no other factors to consider. I believe she has expected Paul to be informed about the children's activities and to step into the role of facilitating the children in all their activities without any disruption, just as she does in her time with them. There is little to no room in this perspective for Paul's individual choices, decision or plans for and with the children. He has made plans and financial commitments to some wonderful experiences such as The Lion King performance and a weekend at a water park, which did not end up happening.

Paul has made some of his own missteps. Many times he has simply asked the children what they want to do, and they do not respond well to this. Paul has not adjusted his approach. He has also missed in his communications with the children, not informing one or the other about changes. He has also made a serious misstep in terms of Lillian. While it is understandable that he has not extended invitations to her, believing she would refuse, he should have been making the invitations anyway.

Both parents say they want it to be different. Paul wants a predictable schedule where the children are compliant and enthusiastic with the schedule and their time with him, and Barbara says she wants to be able to rely on Paul and the children's schedule, and to be "off duty" at times. They are parents of four very active children, so they are really never "off duty". But they should all have more expectations of each other's and the children's compliance with and implementation of a predictable plan than they have currently.

For their part, the children have had too much power to direct the outcome of time with their dad. Unfortunately, they also have too little trust that their dad is really interested in seeing them, which has resulted in their disinterest to some extent, but mostly it has resulted in their feeling hurt and angry.

It will take effort, time and consistency to restart the process of creating clear-cut expectations and a predictable schedule for when the children are on Paul's watch, and when on Barbara's watch.

Not only will the parents need to restart the process, but they will need to start small and work toward more. Part of the restart has to do with the confusion the children have experienced with their dad and the power he has given them to dictate when he arrives, picks them up, drops them off, etc. This is not to say that children this age should have no input, but their input needs to be managed differently. I am not sure about the children's ability to cooperate with less say about their time with their dad, but I have tried to include recommendations that address the different parts of this situation.

Because Barbara has always been the more present, powerful and authoritative parent, her attitude, behavior and support for the children's time with their dad will be crucial in the success of the restart process and maintenance of a predictable schedule.

A discussion of the RCW 26.09 criteria follows:

- (i) The relative strength, nature and stability of the child's relationship with each parent.

The children have a strong tie to their mother, but less so to father. Their mother is considered the leader and the dependable one of the two parents. The children's lives have been stable in their home with both parents. This stability has been disrupted by the pending divorce, but in a unique way. While I believe all the children love their dad and want to see him, the disruption, as they describe it, and as their mother believes it to be operating, is the expectation they change their usual organization of their daily lives to include separate time with their dad.

- (ii) The agreement of the parties; provided they were entered into knowingly and voluntarily.

There are no agreements.

- (iii) Each parent's past and potential for future performance of parenting functions, including whether a parent has taken greater responsibility for performing parenting functions relating to the daily needs of the child.

In the distant past the parents may have managed their family life with more of a team approach. This has not been the case for several years now. Father laments that he and Barbara stopped participating together in their manner of coming to decisions, and that that time has clearly passed. Barbara has taken the lead in originating ideas about the children, facilitating and implementing them. This was a problem for the marriage.

This is not to say that Paul has not contributed to the family. Except for a relatively short period of time, he has been fully employed through the years.

- (iv) The emotional needs and developmental level of the child.

The children consider their mom the family leader. She creates their base of operations and facilitates most of what they do and need. It is my strong impression that Lillian, in particular, came to the conclusion several years ago that her dad was not a good match for her emotional and developmental needs. She has been hurt and angry about this.

Hannah and Jacob feel less strongly than Lillian about their dad's ability to support them emotionally, although they still look to their mom for literally all emotional and developmental support. It is my impression that Paul is knowledgeable about the children's developmental level and their need for appropriate independence, and he supports this. I believe Hannah and Jacob love him and they want a relationship with him. But they want their relationship with him to fit into the continuity of their lives and activities as they have always known them to be.

I am not so certain about Lillian's love for her dad. She has such disappointment and anger. But Barbara expresses her certainty about all the children's love for their dad.

- (v) The child's relationship with siblings and with other significant adults, as well as the child's involvement with his or her physical surroundings, school, or other significant activities.

This is an enormously important factor for these children and the parenting arrangements. The siblings are a strong team. They also have ties to their teachers, coaches, some relatives and family friends. They do not describe close relationships with their paternal grandparents. Their maternal grandmother lived with and took care of them, and so they are closer to her.

A major difficulty in this period of marital separation has been the lack of satisfaction expressed by all with regards to Paul's time with the children. Paul is dissatisfied because he does not have the interaction with the children that he envisioned, and he believes the reason is that Barbara has alienated the children against him. He also does not believe the communication between him and Barbara is working. He is correct about this, but he is not correct about alienation being the primary reason for difficulties.

Barbara is not satisfied because Paul does not communicate with her in a way that she wants or that works for her. She does not want the children's usual activities disrupted, nor does she believe the children should have to or want to be spending regular overnights at their dad's home. She is correct that the communication about the children is completely ineffective, but she is unrealistic if she believes children this age cannot or should not be spending overnights at their dad's home. I do not believe they will be willing to spend regular and frequent overnights at their dads, at least for several more months.

The children have been dissatisfied, angry and unhappy, because of the uncertainty and poor communication between themselves and their dad, *and* between their parents.

- (vi) The wishes of the parents and the wishes of a child who is sufficiently mature to express reasoned and independent preferences as to his or her residential schedule.

The parents have less of a difference in their wishes for the children's residential schedule than it would seem by assessing the intensity of this conflict. Barbara wants the children to be with her in their family home, to which Paul agrees. Paul wants regular, predictable and frequent time with the children on alternating weekends with some midweek time. Additionally, he wants vacation time with them.

The children want to remain in the family home with their mom, and they want time with their dad that does not have to be decided day-to-day, and they do not want to feel responsible for deciding what to do during their time with their dad. They also do not want disruption of their regular homework, work, swim team and social activities. This is not unusual or unreasonable for children of their ages.

There is the added complication that their dad is not an authority figure to them and they are not compliant with him.

- (vii) Each parent's employment schedule, and accommodations are to be made consistent with those schedules.

Both parents have always worked outside the home, with the exception of Barbara's time off after the births of each of the children and Paul's brief period of unemployment. Barbara has always worked part-time and arranged her hours (6 a.m. to 2:30 p.m.) around the children's needs and her desire to be present with them for the majority of their out-of-school hours. She began full-time employment more than one year ago, and with no outside help, she is finding this challenging.

**RCW 26.09.191 RESTRICTIONS**

**RCW 26.09.191(1)**

Does not apply.

**RCW 26.09.191(2)(a-n)**

Does not apply.

**RCW 26.09.191(3)**

- a) There has been substantial non-performance of parenting functions by Paul. While this appears to be somewhat the result of Paul's depression and particular ADD symptoms, it is primarily due to the couple's inability to accommodate in a satisfactory way their growing family and the children's many needs. Barbara's response has been to take over whatever needs to be done.
- b) If there is an impairment in Paul, it is the limitation of being able to show his love for and enjoyment in the children. They have grown away from expecting their dad to be a primary figure to them, and one who is predictably present and active with them.
- c) Does not apply.
- d) This applies similarly to b) above. There is not an absence of emotional ties between the children and their dad, but there is impairment as described above.
- e) Both parents have made missteps in their management of what they have said and done or have not said or done, and this has caused conflict which negatively impacts the children. Barbara minimizes her error in expressing her negative attitude and feelings about Paul to the children. Yet, according to her own report, the children's report, and the report of collateral contacts, she has also encouraged the children to be with their dad.

Paul has not managed his residential time with the children in an effective way.

Neither parent has communicated effectively with each other or the children.

Both of these situations have caused conflict, and both parents state their desperation about the need for improvement.

- f) Does not apply.
- g) Addressed in the Impressions section of this report.

### **RECOMMENDATIONS**

- The children are with their mother except for time with their dad. My recommendations include the following:
  - Weekly midweek dinner for children and dad. If there is an evening without swim practice or Lillian's work, choose this night to begin. Dad picks up at the family home. The parents make a decision about a consistent time for this event, and the children know this dinner is the highest priority each week. There will be times when all three children will be unable to attend together, but this should be the exception. It is consistently scheduled for a specific night of the week at a specific time. Barbara shall communicate the reminder each week in whatever way she usually communicates with the children. For example, "Kids, remember you see dad for dinner on \_\_\_\_\_. He will be here at \_\_\_\_\_. Please be ready." There shall be nothing else scheduled for this time, and the kids shall be at home and ready for pickup at the agreed-upon time. There should be no question about who has the children. Paul shall return the children home at a consistent time. The dinner will not likely be more than 1 to 1½ hours in length. This continues for three months. There should be dinners out at least for awhile. Dinner at father's house is okay, but not at the beginning. The kids need to know they do not leave his care (to walk home) on their own.
- Barbara communicates by text or email to Paul the night before or the morning of an event if the children have a lesson, practice, meet, track event, presentation, etc. Paul is free to go. If he does, he should seek out the children and give a wave or greeting so they know he is there. He should be there more often than not. If he and Barbara can sit nearby and chat, this would be good. If it seems too awkward for the kids, sit more distant.
- If Paul has vacation time from work this summer, he and the children should have at least five daytime vacation days together from about 10 a.m. to 6 p.m. I'd suggest that these be days when the children have no camps, no lessons, no practices, meets or work. These children are very involved in swimming and work. It will be difficult to find time, but even coaches expect families to take vacation in the summer, so I would think these children can arrange time away periodically. The expectation is that they are available and that they will participate. They are to be picked up at the family home and returned there. Paul would be well advised to plan an outing such as Wild Waves, hiking, the beach or a movie. He cannot arrive and ask the kids what they want to do. He might even consider allowing the kids to take a friend.

The plan is that he has them with him for the entire period of these hours. He cannot be returning the children to Barbara's "watch" before she is expecting their return. It will be up to her to communicate with the children that she will be expecting them home at the

time Paul is expected to bring them back. Again, it may be that all three cannot go all together on every one of the five days, but this should be the exception.

I understand that Lillian is of an age where parents should expect her to have more say about her own schedule. However, Lillian needs to hear very clearly from dad and mom that she is part of every plan and that her dad wants her along for the dinner or outing. If she does not want to go, a possibility that Barbara should not encourage, Barbara needs to clearly express to Lillian that *Lillian* is leaving *herself* out—no one else is making this decision.

- This family should have the help of a professional for the transition to predictable time with dad. I would suggest someone from Indaba Center to help with this. Here is my picture of how a professional participates: this person has a copy of my report. Each parent meets separately with the professional. They discuss and plan how best to figure out the midweek evening that works best, and if the midweek evening needs to change sometime in the future, they get the professional's help to work it out.

Paul receives help on how to communicate with the children about the dinner plans for the evening, whether he suggests the place or offers alternatives. He also gets help communicating in an authoritative (not *authoritarian*) way. He will need help with managing the children's various sibling squabbles.

Paul and Barbara receive help (through or with the Indaba parent helper) discussing the children's commitment to swim meets, etc., so that they do have time available for vacation with each parent.

Paul receives help interacting with the children about planning the summer outings.

Barbara receives help communicating with the children about their schedule with their dad. She may need to participate in joint parent-child sessions, to be offered help in communicating her support for a consistent plan as well as in viewing consistency with a plan as even more important for the children than constant adjustments to accommodate them.

- For the children's safety the parents must be allowed to communicate directly. Text, email or voice mail should be sufficient to communicate their presence at a child event or if anything happens during their time with the children. Each parent is responsible for frequent checking of texts, email or voice mail messages. The parents are the main communication link with each other about the children. If either parent communicates something to the children about their time with them that impacts the other parent, they provide this information to the other parent. For example, if Barbara has heard from a child that the swim practice or meet is changing times, she communicates this information to Paul.
- After the three-month period of consistent weekly dinners for children and father, and with the Indaba parent helper's assistance, they continue the weekly dinners and add to this a three- to four-hour time together each weekend. This time is to be selected once for

a period of at least three months. During the selected time, father facilitates all children's regularly scheduled activities. It is Barbara's responsibility to communicate these activities by Wednesday or Thursday each week. She cannot commit the children to events or outings during the time period other than their regularly scheduled activities. If, for example, a child receives an invitation to a party, dance or sleepover that falls on father's time, whether or not the child attends is a decision to be made between father and child.

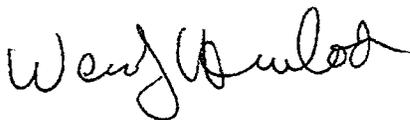
It could be arranged for Friday after school or work until bedtime, or Saturday morning for 3 or 4 hours, late Saturday afternoon, Saturday evening, or similar 3 to 4 hours on Sunday. Again, the time period is consistent, the children are expected to go, mother supports their participation, and father has the children for this entire period of his watch. He also facilitates whatever the children's commitments are. Once the time is selected, mother does not enroll the children into some new commitment or appointment. This arrangement continues for 6 months. An exception to the 3- to 4-hour time might be during ski season. With the help of the Indaba person, father might facilitate ski lessons or outings for longer than 4 hours. Again, he cannot be bringing the children home early, thereby changing which parent is "on watch."

- By the time the 9-month period is over, the children shall continue to be with their dad for a weekly dinnertime and a weekly single weekend overnight. The parents may use the Indaba helper to assist them in changing to this new schedule. Again, Barbara communicates the ongoing activities for the kids to Paul by Wednesday or Thursday, and Paul facilitates.
- By Summer of 2010, the children shall also be with their dad for uninterrupted summer vacation time for 3 or 4 overnights. The parents may need help communicating about this time. Father or mother shall initiate discussions of these dates with each other by April 1 of each year. Father provides itinerary to mother.
- Mother shall have uninterrupted vacation time with the children for up to 7 to 10 overnights. She provides itinerary to father.
- Parents alternate spring and midwinter break times with children. For the 2009-10 school year, father may have up to 2 overnights during one or the other break. Mother may schedule time with the children during one or the other break, and her time takes precedence over the children's weekly time with father. For the 2010-11 school year and thereafter, father and mother alternate time with the children during the full break period. The parents shall notify each other of their choice of dates by 3 weeks before or earlier.
- For Christmas break 2009, father and children may schedule some day-long outings for 2 or 3 of the days. These dates shall be decided upon by December 1 or earlier. Mother also has 2 or 3 uninterrupted days and evenings during the break.
- For Christmas break 2010 and thereafter, father and children may have up to 3 overnights, as may mother and children. These times are uninterrupted. Parents arrange dates by December 1 or earlier each year.

- Holidays shall be alternated. My suggestion is that the children will be more likely to be happy with the prior family arrangements and have Christmas Eve with dad and return to mother's care at 10 p.m. Christmas Eve. Thanksgiving 2009 shall be with mother, with father in 2010, etc. Thanksgiving shall begin Thursday at 10:00 a.m. and ends Thursday at 9:00 p.m.
- Mother shall continue to make decisions about health, dental and counseling providers, and inform father in writing (letter, email or text). She shall facilitate appointments and only schedule on children's time with father if there is no other option. Mother briefly summarizes, in writing, the results of appointments.
- Father shall establish his own relationships with school, sports, etc. He shall arrange to receive or access school and sports team general information. But Barbara is responsible for communicating specifics of dates, times, places and changes in writing. It should be the exception that there is a change later than dinnertime the evening before. The children benefit from the model of fewer last-minute changes and that prior commitments take precedence.
- The children's school choices are already made. If there are to be any changes, either parent may initiate the Round Robin process described here:

The *Round Robin* process works this way: Whichever parent initiates a change provides the other parent, in writing, their idea and rationale, a brochure or information sheet, address, 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 idea, 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 end of second round must initiate, in writing, the conflict resolution phase.

Very Truly Yours,



Wendy Hutchins-Cook, Ph.D., ABPP

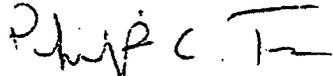
Dr. Wendy Hutchins-Cook, Ph.D., ABPP  
November 17, 2008  
Page 2

Pleadings for November 20, 2008 Hearing

11. Response Declaration of Paul Mudrovich to Motion for Temporary Order of Child Support
12. Financial Declaration
13. Sealed Financial Source Documents
14. Declaration of Frank Mudrovich
15. Temporary Order
16. Temporary Order of Child Support

Thank you for your attention to this letter. Please contact me if there is anything I can do to assist you with your evaluation.

Very truly yours,



Philip C. Tsai  
Attorney at Law

cc: client

Email: phil@ILClawco.com

# OLYMPIC LAW GROUP PLLP

DENNIS J. McGLOTHIN\*  
HELEN Y HSU  
SHELBY A HOPKINS  
SERIN NGAI  
*\*also admitted to practice in Florida*

*Settle  
late Feb  
early March 2009  
Wendy sent ✓*

LINDSEY M. MATTER, PARALEGAL  
DIRECT DIAL: (206) 957-6461  
EMAIL: lindsey@olympiclaw.com

541 0001

November 17, 2008.

Wendy Hutchins-Cook, Ph.D  
411 University Street, Suite 1200  
Seattle, WA 98101

Re: Mudrovich v. Mudrovich  
King County Cause No. 08-3-07317-7 SEA

Dear Dr. Wendy Hutchins-Cook:

Please find enclosed a signed order appointing you as the Parenting Evaluator in the above mentioned matter. Our office represents the mother, Barbara Mudrovich.

Also enclosed are the following documents:

- Temporary Parenting Plan entered with the Court on October 23, 2008;
- Declaration of Jamie Harting signed October 10, 2008;
- Declaration of Jean Newton signed October 10, 2008;
- Declaration of Laura Liedtke signed October 9, 2008;
- Declaration of Tamera Lee signed October 9, 2008;
- Mother's Response Declaration Opposing Father's Motion for Temporary Orders signed October 9, 2008;
- Supplemental Response Declaration of Barbara Mudrovich signed on ; and
- Sealed Personal Healthcare Records

As you can see in the order appointing you, your retainer is to be split equally between the parties. Please advise me of your current retainer, so I can issue a check for our client's portion.

Please contact me with any questions or concerns.

received  
11-17-08  
e  
11:26 pm

# APPENDIX B

# OLYMPIC LAW GROUP PLLP

DENNIS J. McGLOTHIN\*  
HELEN Y. HSU  
SHELBY A. HOPKINS  
SERIN NGAI  
*\*also admitted to practice in Florida*

LINDSEY M. MATTER, PARALEGAL  
DIRECT DIAL: (206) 957-6461  
EMAIL: lindsey@olympiclaw.com

541 0001

December 30, 2008

Dr. Richard Adler  
Forensic & Clinical Psychiatry  
1700 Seventh Avenue, Suite 210  
Seattle, WA 98101

Re: Barbara Mudrovich

Dear Dr. Adler:

Please find enclosed the signed letter of agreement which has been signed by Barbara Mudrovich and a check in the amount of \$3,500.00 for your requested retainer.

Please let me know if you need anything else prior to Ms. Mudrovich's appointment on January 9, 2009.

Very truly yours,



Lindsey M. Matter  
Paralegal

Enclosures

cc: client

F



RICHARD S. ADLER, M.D.

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Forensic & Clinical Psychiatry

---

1700 Seventh Avenue, Suite 210

Seattle, WA 98101

(206) 624 - 3800 • OFFICE

(206) 624 - 3801 • FAX

[RICHADLER@MSN.COM](mailto:RICHADLER@MSN.COM)

[WWW.RICHARDADLERMD.COM](http://WWW.RICHARDADLERMD.COM)

## PRACTICE DESCRIPTION AND LETTER OF AGREEMENT

### Description of Practice

I am a practicing clinical psychiatrist with specialized training in Forensic Psychiatry. I am Board Certified in Adult and Child and Adolescent Psychiatry. A copy of my resume can be found at my website.

I provide Adult and Child Forensic/Consultative Psychiatric services, which include:

- Consultation to Attorneys (Review of Medical Records, Assistance in Deposing Experts, Selection of Experts, Referral for Mental Health Services for Legal clients, Preparation of Clients for the rigors of legal proceedings, Mental Health aspects of case strategy)
- Parenting Evaluations for Custody and Dependency Matters
- Psychiatric Evaluation for Personal Injury Cases, Fitness for Duty, ADA (Americans with Disabilities Act), Special Education Issues (particularly consultation to School Districts)
- Testamentary Capacity (Competency to Create a Will), other Civil Competency Issues
- Criminal Issues such as Competency to Stand Trial, Diminished Capacity and Insanity Defenses
- Consultation to School Systems regarding mental health issues impacting on the educational process

### Education and Experience

I graduated from an Adult Psychiatry Residency, followed by a Child Psychiatry Fellowship, both of which were completed at Harvard Medical School. I was simultaneously the Medical Director of Mental Health for two counties in rural Maryland as a member of the National Health Service Corps. I remained in that area for a total of 8 years; the latter 4 years were spent in inpatient and outpatient private practice.

Since 1996, I have lived in Seattle. In July 2000, I graduated from the University of Washington School of Medicine Forensic Psychiatry Fellowship. I had experience in Forensic Psychiatry prior to my Fellowship training. I was a staff psychiatrist at Children's Hospital for approximately 10 years. In addition to private practice, I am the school psychiatrist for Renton Academy which is a specialty school within the Renton School District.

I have been retained by: the State of Washington, Seattle Public Schools, State of Alaska Public Defender, King County Juvenile Court, as well as numerous attorneys. I have testified in State, Federal Court and in the Bureau of Indian Affairs.

#### Fees, Payment and Procedures

My fee is \$400 per hour for all forensic services and includes, but is not limited to, client and collateral interviews, record review, telephone calls, letters, reports and travel time. In cases for which travel is necessary, I will not bill for more than an 8 hour day. I prorate time to the next highest five minutes. My hourly fee may be adjusted before the start of a project, particularly for public institutions or cases of special merit. I also utilize the services of paralegal whose time is billed out at \$75 per hour. Weekend and evening (rush) assignments will incur a 25% surcharge. Incidental costs, in excess of those normally and routinely encountered in forensic psychiatric work, will be billed without any surcharge to the financially responsible party.

For clinical consultations, my hourly fee is \$225. My work is considered a clinical consultation in circumstances where I will not be needed to provide expert testimony at a deposition, administrative law hearing or trial. Ethical guidelines prohibit me from converting from performing a clinical role in one phase of involvement to forensic work later (or vice versa). In matters where I am performing a clinical consultation, I am not entering into a long-term patient-physician relationship for ongoing care and the scope of my work is limited to responding to the consultative questions alone. Arrangements for ongoing clinical treatment will not be provided.

My policy is to begin a case by record review. Attorneys are asked to provide a formal letter explicitly conveying the consultative question(s) to be addressed. Clients are required to provide the relevant documents accompanied by a check reflecting the amount of time necessary to review the material (with exception, see below). After initial review of the materials, I will schedule a conversation with the attorney before proceeding further with my work.

Payment arrangements are often tailored to the particular needs of the retaining party. For example, school districts and other public institutions generate a purchase order but cannot make payment until services have been provided. For parenting evaluations, all estimated fees must be paid in advance. I will return any fees provided in excess of the services rendered, or alternately, will notify clients promptly if the funds have been exceeded.

A35

When retained by a private attorney's office, the financially responsible party is the attorney, and not the evaluatee.

Fees for depositions and court appearances must be paid for 72 hours in advance. Fees are charged in half (4 hour) and full day (8 hour) increments. In cases where there has been an underestimate for the time involved, prompt payment (10 business days) is expected.

All balances are to be paid within 30 calendar days of receipt of invoice. Balances that are unpaid beyond this time will accrue interest of 1.5% monthly. New non-governmental entities will be required to provide a credit card number to which outstanding balances will be billed.

#### Missed Appointments

Appointment times are reserved, and I require a minimum of 48 hours notice if there is a need to cancel an appointment. Appointments missed or canceled without sufficient notice will be billed at the full fee. Please leave messages regarding a need to change appointments at my office number: (206) 624-3800.

#### Insurance

Please note that insurance policies do not cover forensic examinations and I do not accept any form of insurance for clinical consultations.

#### Emergencies and Coverage

In the type of psychiatric service to be undertaken, I have not established the typical doctor-patient relationship. Should an examinee experience a crisis or emergency, they are referred to their mental health or medical provider. Should clients need to reach me during non-working hours, a message can be left on my office voicemail.

#### Confidentiality

Forensic examinations are typically conducted for the purpose of generating a report that may be sent to one or more parties. Thus, the nature of confidentiality in a forensic psychiatric examination is considerably different from the confidentiality provided by a treating or clinical psychiatrist. Notifications regarding this issue, including the likely recipients of the finished report, will be provided to all examinees prior to the initiation of any examination.

I am a licensed physician. Like all physicians, certain circumstances will require me to intervene for the safety of the examinee and/or others. In particular, if the examinee is a danger to him/herself or others, if there is abuse of a child, developmentally disabled person, or dependent adult, I may be required to warn the person(s) in danger, and/or contact appropriate authorities.

Agreement

Should you not agree with any of the terms above, please do not hesitate to contact me to discuss any of your concerns or the special circumstances of the assignment.

Furthermore, please feel free to cross out, date and initial any items that do not apply to our working arrangement, accompanied by a signed addendum.

My date of engagement in any matter is considered to be the date on which I was first contacted. Either party may terminate the expert-client relationship at will.

Your signature below indicates that you have read this document, that you have understood its contents, that you agree to these terms, and accept responsibility for payment of fees. Please sign and date and return to me. You may also wish to keep a copy for your files. If you have made changes or amendments, I will sign the document and mail or fax a copy to you. A copy of this will also be provided to the examinee or their parent/guardian.

---

Name Title/Organization

---

Signature Date

---

Richard S. Adler, M.D. Date

A57

I am a licensed physician. Like all physicians, certain circumstances will require me to intervene for the safety of the examinee and/or others. In particular, if the examinee is a danger to him/herself or others, if there is abuse of a child, developmentally disabled person, or dependent adult, I may be required to warn the person(s) in danger, and/or contact appropriate authorities.

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BARBARA MUDROVICH  
Name Title/Organization  
Barbara 12-29-08  
Signature Date

Richard S. Adler, M.D.

Date

OLYMPIC LAW GROUP, PLLP  
IOLTA ACCOUNT  
1221 EAST PIKE STREET, SUITE 205  
SEATTLE, WA 98122



5278

12/30/08

PAY TO THE ORDER OF Richard S. Adler, M.D. & Associates, PLLC

\$ 3,500.00

Three Thousand Five Hundred Dollars and 00/100

DOLLARS

MEMO: Retainer Fee Mudrovich

⑈005278⑈ ⑆125107626⑆4647⑈004458⑈

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Security features. Details on back.



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*Edna B. Foa, PhD*

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Name: Barbara Mudrovich  
ID Number: 01012309  
Age: 46  
Gender: Female  
Date Assessed: 01/23/2009



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**TRADE SECRET INFORMATION**

Not for release under HIPAA or other data disclosure laws that exempt trade secrets from disclosure.

[ 5.4 / 1 / 2.0.14 ]

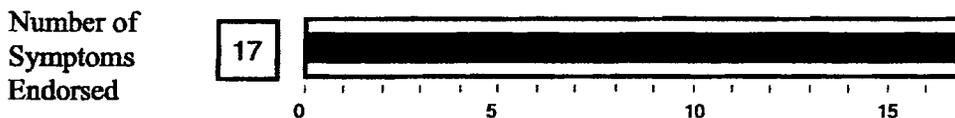
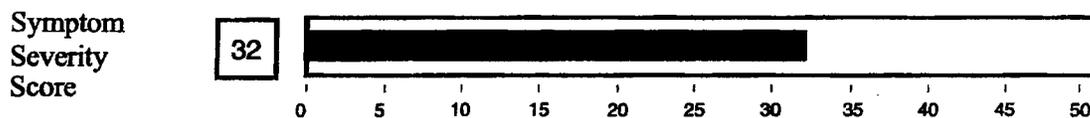
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## INTRODUCTION

The Posttraumatic Stress Diagnostic Scale (PDS) is designed to aid in the diagnosis of posttraumatic stress disorder based on *DSM-IV* criteria. The individual's Symptom Severity Score, Number of Symptoms Endorsed, Symptom Severity Rating, and Level of Impairment in Functioning indicate the level of distress he or she is experiencing.

The information in this report must be used in conjunction with professional judgment, taking into account the total context of the instrument's administration and any other pertinent information concerning the individual.

PTSD Diagnosis	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> Incomplete Information
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Symptom Severity Rating

MODERATE TO SEVERE

Level of Impairment in Functioning

SEVERE

Was the Criterion Met?			DSM-IV Criterion
YES	NO	Incomplete Information	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A: Exposure to a traumatic event
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	B: Reexperiencing symptoms
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	C: Avoidance symptoms
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	D: Arousal symptoms
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	E: Symptom duration of 1 month or more
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	F: Distress or impairment in functioning

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## **PTSD DIAGNOSIS**

This individual endorsed items in a manner that is consistent with a *DSM-IV* diagnosis of posttraumatic stress disorder (PTSD). All of the six criteria were met.

## **DESCRIPTION OF THE TRAUMATIC EVENT**

The individual reported experiencing more than one traumatic event, including a natural disaster, a life-threatening illness, a non-sexual assault by a family member or someone she knows, a sexual assault by a family member or someone she knows, and sexual contact when she was younger than 18 with someone who was 5 or more years older.

The event that bothered her most at the time of testing was sexual contact when she was younger than 18 with someone who was 5 or more years older. This event occurred more than five years ago.

During the traumatic event, she was physically injured, her life was in danger, and someone else's life was in danger. She also reported feeling helpless and terrified.

## **SYMPTOM DESCRIPTION**

She reported the following symptoms for one to three months

## **PTSD DIAGNOSIS**

This individual endorsed items in a manner that is consistent with a *DSM-IV* diagnosis of posttraumatic stress disorder (PTSD). All of the six criteria were met.

## **DESCRIPTION OF THE TRAUMATIC EVENT**

The individual reported experiencing more than one traumatic event, including a natural disaster, a life-threatening illness, a non-sexual assault by a family member or someone she knows, a sexual assault by a family member or someone she knows, and sexual contact when she was younger than 18 with someone who was 5 or more years older.

The event that bothered her most at the time of testing was sexual contact when she was younger than 18 with someone who was 5 or more years older. This event occurred more than five years ago.

During the traumatic event, she was physically injured, her life was in danger, and someone else's life was in danger. She also reported feeling helpless and terrified.

## **SYMPTOM DESCRIPTION**

The individual reported that she has been bothered by the following symptoms for one to three months. According to *DSM-IV*, the specifier "acute" should be used to describe PTSD symptoms of this duration. She also indicated that these symptoms did not begin for at least six months after the traumatic event. According to *DSM-IV*, the specifier "with delayed onset" should be used to describe symptoms in this case.

### **Reexperiencing Symptoms**

*DSM-IV* requires one or more "reexperiencing" symptoms to be endorsed. The individual endorsed all of the 5 possible symptoms. The symptoms and her responses follow.

22. Having upsetting thoughts or images about the traumatic event that came into your head when you didn't want them to  
2 to 4 times a week/half the time
23. Having bad dreams or nightmares about the traumatic event  
2 to 4 times a week/half the time
24. Reliving the traumatic event, acting or feeling as if it was happening again  
2 to 4 times a week/half the time

25. Feeling emotionally upset when you were reminded of the traumatic event (for example, feeling scared, angry, sad, guilty, etc.)  
5 or more times a week/almost always
26. Experiencing physical reactions when you were reminded of the traumatic event (for example, breaking out in a sweat, heart beating fast)  
2 to 4 times a week/half the time

### **Avoidance Symptoms**

*DSM-IV* requires three or more "avoidance" symptoms to be endorsed. The individual endorsed all of the 7 possible symptoms. The symptoms and her responses follow.

27. Trying not to think about, talk about, or have feelings about the traumatic event  
5 or more times a week/almost always
28. Trying to avoid activities, people, or places that remind you of the traumatic event  
Once a week or less/once in a while
29. Not being able to remember an important part of the traumatic event  
Once a week or less/once in a while
30. Having much less interest or participating much less often in important activities  
2 to 4 times a week/half the time
31. Feeling distant or cut off from people around you  
Once a week or less/once in a while
32. Feeling emotionally numb (for example, being unable to cry or unable to have loving feelings)  
Once a week or less/once in a while
33. Feeling as if your future plans or hopes will not come true (for example, you will not have a career, marriage, children, or a long life)  
2 to 4 times a week/half the time

### **Arousal Symptoms**

*DSM-IV* requires two or more "arousal" symptoms to be endorsed. The individual endorsed all of the 5 possible symptoms. The symptoms and her responses follow.

34. Having trouble falling or staying asleep  
5 or more times a week/almost always
35. Feeling irritable or having fits of anger  
Once a week or less/once in a while

36. Having trouble concentrating (for example, drifting in and out of conversations, losing track of a story on television, forgetting what you read)  
2 to 4 times a week/half the time
37. Being overly alert (for example, checking to see who is around you, being uncomfortable with your back to a door, etc.)  
5 or more times a week/almost always
38. Being jumpy or easily startled (for example, when someone walks up behind you)  
Once a week or less/once in a while

### **SYMPTOM SEVERITY RATING**

The Symptom Severity Rating is based on the Symptom Severity Score. This individual's Symptom Severity Score is 32, and her Symptom Severity Rating is Moderate to Severe. (The Moderate to Severe category includes scores from 21 to 35.)

### **LEVEL OF IMPAIRMENT IN FUNCTIONING**

This individual's Level of Impairment in Functioning is Severe. She reported that her PTSD symptoms have interfered with her overall level of functioning in all areas of her life in the past month.

### **End of Report**

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**NOTE:** This and previous pages of this report contain trade secrets and are not to be released in response to requests under HIPAA (or any other data disclosure law that exempts trade secret information from release). Further, release in response to litigation discovery demands should be made only in accordance with your profession's ethical guidelines and under an appropriate protective order.

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# APPENDIX C

Ex. 5

Certification of Health Care Provider for Family Member's Serious Health Condition (Family and Medical Leave Act)

U.S. Department of Labor Employment Standards Administration Wage and Hour Division



OMB Control Number: 1215-0181 Expires: 12/31/2011

SECTION I: For Completion by the EMPLOYER

INSTRUCTIONS to the EMPLOYER: The Family and Medical Leave Act (FMLA) provides that an employer may require an employee seeking FMLA protections because of a need for leave to care for a covered family member with a serious health condition to submit a medical certification issued by the health care provider of the covered family member. Please complete Section I before giving this form to your employee. Your response is voluntary. While you are not required to use this form, you may not ask the employee to provide more information than allowed under the FMLA regulations, 29 C.F.R. §§ 825.306-825.308. Employers must generally maintain records and documents relating to medical certifications, recertifications, or medical histories of employees' family members, created for FMLA purposes as confidential medical records in separate files/records from the usual personnel files and in accordance with 29 C.F.R. § 1630.14(c)(1), if the Americans with Disabilities Act applies.

Employer name and contact: \_\_\_\_\_

SECTION II: For Completion by the EMPLOYEE

INSTRUCTIONS to the EMPLOYEE: Please complete Section II before giving this form to your family member or his/her medical provider. The FMLA permits an employer to require that you submit a timely, complete, and sufficient medical certification to support a request for FMLA leave to care for a covered family member with a serious health condition. If requested by your employer, your response is required to obtain or retain the benefit of FMLA protections. 29 U.S.C. §§ 2613, 2614(c)(3). Failure to provide a complete and sufficient medical certification may result in a denial of your FMLA request. 29 C.F.R. § 825.313. Your employer must give you at least 15 calendar days to return this form to your employer. 29 C.F.R. § 825.305.

Your name: Barbara Jill Mudrovich  
First Middle Last

Name of family member for whom you will provide care: Jacob Thomas Mudrovich  
First Middle Last

Relationship of family member to you: son/daughter Lillian Nicole Mudrovich  
First Middle Last

If family member is your son or daughter, date of birth: 3/9/96 & 2/20/92

Describe care you will provide to your family member and estimate leave needed to provide care:

I am needed to provide comfort and physical care for Lillian and Jacob during recovery from their serious medical conditions. I estimate I will need 240 hours until recovery estimated in Oct, 2011  
Barbara 12-21-09  
Employee Signature Date

2011

**SECTION III: For Completion by the HEALTH CARE PROVIDER**

**INSTRUCTIONS to the HEALTH CARE PROVIDER:** The employee listed above has requested leave under the FMLA to care for your patient. Answer, fully and completely, all applicable parts below. Several questions seek a response as to the frequency or duration of a condition, treatment, etc. Your answer should be your best estimate based upon your medical knowledge, experience, and examination of the patient. Be as specific as you can; terms such as "lifetime," "unknown," or "indeterminate" may not be sufficient to determine FMLA coverage. Limit your responses to the condition for which the patient needs leave. Page 3 provides space for additional information, should you need it. Please be sure to sign the form on the last page.

Provider's name and business address: Theresa Mondello MA 253 76<sup>th</sup> SE Mercury Island, WA 982

Type of practice / Medical specialty: Behavioral medicine

Telephone: (206) 275-0707 Fax: (206) 275-0702

**PART A: MEDICAL FACTS**

1. Approximate date condition commenced: 10/26/09

Probable duration of condition: 6mo to 1 year

Was the patient admitted for an overnight stay in a hospital, hospice, or residential medical care facility?  
 No  Yes. If so, dates of admission: \_\_\_\_\_

Date(s) you treated the patient for condition: 7-5-07 to present

Was medication, other than over-the-counter medication, prescribed?  No  Yes.

Will the patient need to have treatment visits at least twice per year due to the condition?  No  Yes

Was the patient referred to other health care provider(s) for evaluation or treatment (e.g., physical therapist)?  
 No  Yes. If so, state the nature of such treatments and expected duration of treatment:  
\_\_\_\_\_  
\_\_\_\_\_

2. Is the medical condition pregnancy?  No  Yes. If so, expected delivery date: \_\_\_\_\_

3. Describe other relevant medical facts, if any, related to the condition for which the patient needs care (such as medical facts may include symptoms, diagnosis, or any regimen of continuing treatment such as the use of specialized equipment):

Pt has bipolar mood disorder, ADHD + is undergoing severe stress  
2° to a contentious divorce / parents + severe psychological  
impacts. Much support of mother available during this  
time when trial is over.

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**PART B. AMOUNT OF CARE NEEDED.** When answering these questions, keep in mind that your patient's need for care by the employer's sick leave may include assistance with basic medical, hygienic, nutritional, safety, or transportation needs, or the provision of physical or psychological care.

4. Will the patient be incapacitated for a single continuous period of time, including any time for treatment and recovery?  No  Yes.

Estimate the beginning and ending dates for the period of incapacity: 10-09 → 6mo to 1 year

During this time, will the patient need care?  No  Yes.

Explain the care needed by the patient and why such care is medically necessary:

Pt has severe mood disorder - ADHD. Currently  
taking Lamictal, Citalopram, Vyvanse & Zolpidem.  
Needs medication limits to provide psychological support for  
depression & stress - severely impacted &  
depression & anger.

5. Will the patient require follow-up treatments, including any time for recovery?  No  Yes.

Estimate treatment schedule, if any, including the dates of any scheduled appointments and the time required for each appointment, including any recovery period:

See inpatient for 30' visits every 2-4 weeks

Explain the care needed by the patient, and why such care is medically necessary: for

medical follow up.

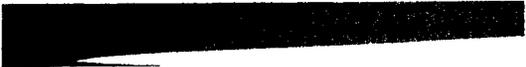
6. Will the patient require care on an intermittent or reduced schedule basis, including any time for recovery?  No  Yes.

Estimate the hours the patient needs care on an intermittent basis, if any:

\_\_\_\_\_ hour(s) per day; \_\_\_\_\_ days per week from \_\_\_\_\_ through \_\_\_\_\_

Explain the care needed by the patient, and why such care is medically necessary:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



7. Will the condition cause episodic flare-ups periodically preventing the patient from participating in normal daily activities?  No  Yes.

Based upon the patient's medical history and your knowledge of the medical condition, estimate the frequency of flare-ups and the duration of related incapacity that the patient may have over the next 6 months (e.g., 1 episode every 3 months lasting 1-2 days):

Frequency: \_\_\_\_\_ times per \_\_\_\_\_ week(s) \_\_\_\_\_ month(s)

Duration: \_\_\_\_\_ hours or \_\_\_\_\_ day(s) per episode

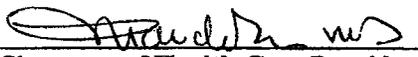
Does the patient need care during these flare-ups?  No  Yes.

Explain the care needed by the patient, and why such care is medically necessary: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ADDITIONAL INFORMATION - IDENTIFY QUESTION NUMBER WITH YOUR ADDITIONAL ANSWER**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

  
Signature of Health Care Provider

12-11-09  
Date

**PAPERWORK REDUCTION ACT NOTICE AND PUBLIC BURDEN STATEMENT**

If submitted, it is mandatory for employers to retain a copy of this disclosure in their records for three years. 29 U.S.C. § 2616; 29 C.F.R. § 825.500. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. The Department of Labor estimates that it will take an average of 20 minutes for respondents to complete this collection of information, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding this burden estimate or any other aspect of this collection information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S-3502, 200 Constitution Ave., NW, Washington, DC 20210. **DO NOT SEND COMPLETED FORM TO THE DEPARTMENT OF LABOR; RETURN TO THE PATIENT.**

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**INSTRUCTIONS to the HEALTH CARE PROVIDER:** The employee listed above has requested leave under the FMLA to care for your patient. Answer, fully and completely, all applicable parts below. Several questions seek a response as to the frequency or duration of a condition, treatment, etc. Your answer should be your best estimate based upon your medical knowledge, experience, and examination of the patient. Be as specific as you can; terms such as "lifetime," "unknown," or "indeterminate" may not be sufficient to determine FMLA coverage. Limit your responses to the condition for which the patient needs leave. Page 3 provides space for additional information, should you need it. Please be sure to sign the form on the last page.

Provider's name and business address: Theodore Mandelkorn MD 2731 5677<sup>th</sup> Merced Street, CA

Type of practice / Medical specialty: Behavioral medicine

Telephone: (206) 275-0702 Fax: (206) 275-0702

1. Approximate date condition commenced: 10/26/09

Probable duration of condition: 1 year

Was the patient admitted for an overnight stay in a hospital, hospice, or residential medical care facility?  
 No  Yes. If so, dates of admission: \_\_\_\_\_

Date(s) you treated the patient for condition: 7-07 to present

Was medication, other than over-the-counter medication, prescribed?  No  Yes.

Will the patient need to have treatment visits at least twice per year due to the condition?  No  Yes

Was the patient referred to other health care provider(s) for evaluation or treatment (e.g., physical therapist)?  
 No  Yes. If so, state the nature of such treatments and expected duration of treatment:  
\_\_\_\_\_  
\_\_\_\_\_

2. Is the medical condition pregnancy?  No  Yes. If so, expected delivery date: \_\_\_\_\_

3. Describe other relevant medical facts, if any, related to the condition for which the patient needs care (such medical facts may include symptoms, diagnosis, or any regimen of continuing treatment such as the use of specialized equipment):

Pt has severe bipolar mood disorder + is experiencing severe stress 2<sup>o</sup> to a contentious divorce of parents with resulting psychiatric impair. Needs support of mother during this time



4. Will the patient be incapacitated for a single continuous period of time, including any time for treatment and recovery?  No  Yes.

Estimate the beginning and ending dates for the period of incapacity: 10/09 -> 12/11

During this time, will the patient need care?  No  Yes.

Explain the care needed by the patient and why such care is medically necessary:

Pt has slow mood disorder, ADHD, depression.  
Presently taking Citalopram, Vyvanse & Zolpidem needs  
mother for psychosocial support - slow recovery.  
impacted by the depression disorder

5. Will the patient require follow-up treatments, including any time for recovery?  No  Yes.

Estimate treatment schedule, if any, including the dates of any scheduled appointments and the time required for each appointment, including any recovery period:

Explain the care needed by the patient, and why such care is medically necessary:

See in. of pt of 2-3 mos for medical follow up

6. Will the patient require care on an intermittent or reduced schedule basis, including any time for recovery?  No  Yes.

Estimate the hours the patient needs care on an intermittent basis, if any:

\_\_\_\_\_ hour(s) per day; \_\_\_\_\_ days per week from \_\_\_\_\_ through \_\_\_\_\_

Explain the care needed by the patient, and why such care is medically necessary:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7. Will the condition cause episodic flare-ups periodically preventing the patient from participating in normal daily activities?  No  Yes.

Based upon the patient's medical history and your knowledge of the medical condition, estimate the frequency of flare-ups and the duration of related incapacity that the patient may have over the next 6 months (e.g., 1 episode every 3 months lasting 1-2 days):

Frequency: \_\_\_\_\_ times per \_\_\_\_\_ week(s) \_\_\_\_\_ month(s)

Duration: \_\_\_\_\_ hours or \_\_\_\_\_ day(s) per episode

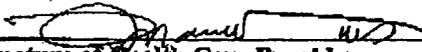
Does the patient need care during these flare-ups?  No  Yes.

Explain the care needed by the patient, and why such care is medically necessary: \_\_\_\_\_

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Signature of Health Care Provider

8/15/2010  
Date

**PAPERWORK REDUCTION ACT NOTICE AND PUBLIC BURDEN STATEMENT**

If submitted, it is mandatory for employers to retain a copy of this disclosure in their records for three years, 29 U.S.C. § 2616; 29 C.F.R. § 825.500. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. The Department of Labor estimates that it will take an average of 20 minutes for respondents to complete this collection of information, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding this burden estimate or any other aspect of this collection information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room 8-3502, 200 Constitution Ave., NW, Washington, DC 20210. **DO NOT SEND COMPLETED FORM TO THE DEPARTMENT OF LABOR; RETURN TO THE PATIENT.**

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EX. 5

Certification of Health Care Provider for Employee's Serious Health Condition (Family and Medical Leave Act)

U.S. Department of Labor Employment Standards Administration Wage and Hour Division



OMB Control Number: 1215-0181 Expires: 12/31/2011

SECTION I: For Completion by the EMPLOYER

INSTRUCTIONS to the EMPLOYER: The Family and Medical Leave Act (FMLA) provides that an employer may require an employee seeking FMLA protections because of a need for leave due to a serious health condition to submit a medical certification issued by the employee's health care provider. Please complete Section I before giving this form to your employee. Your response is voluntary. While you are not required to use this form, you may not ask the employee to provide more information than allowed under the FMLA regulations, 29 C.F.R. §§ 825.306-825.308. Employers must generally maintain records and documents relating to medical certifications, recertifications, or medical histories of employees created for FMLA purposes as confidential medical records in separate files/records from the usual personnel files and in accordance with 29 C.F.R. § 1630.14(c)(1), if the Americans with Disabilities Act applies.

Employer name and contact: Federal Aviation Administration

Employee's job title: Senior Aerospace Engineer Regular work schedule: varies/flex.

Employee's essential job functions: see attached

Check if job description is attached: [checked]

SECTION II: For Completion by the EMPLOYEE

INSTRUCTIONS to the EMPLOYEE: Please complete Section II before giving this form to your medical provider. The FMLA permits an employer to require that you submit a timely, complete, and sufficient medical certification to support a request for FMLA leave due to your own serious health condition. If requested by your employer, your response is required to obtain or retain the benefit of FMLA protections. 29 U.S.C. §§ 2613, 2614(c)(3). Failure to provide a complete and sufficient medical certification may result in a denial of your FMLA request. 20 C.F.R. § 825.313. Your employer must give you at least 15 calendar days to return this form. 29 C.F.R. § 825.305(b).

Your name: Barbara Jill Mudrovich (First, Middle, Last)

SECTION III: For Completion by the HEALTH CARE PROVIDER

INSTRUCTIONS to the HEALTH CARE PROVIDER: Your patient has requested leave under the FMLA. Answer, fully and completely, all applicable parts. Several questions seek a response as to the frequency or duration of a condition, treatment, etc. Your answer should be your best estimate based upon your medical knowledge, experience, and examination of the patient. Be as specific as you can; terms such as "lifetime," "unknown," or "indeterminate" may not be sufficient to determine FMLA coverage. Limit your responses to the condition for which the employee is seeking leave. Please be sure to sign the form on the last page.

Provider's name and business address: Don Baker, MA, LMHC

Type of practice / Medical specialty: Psychotherapist

Telephone: ( 206 ) 6176206 Fax: ( 206 ) 2011438

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**PART A: MEDICAL FACTS**

1. Approximate date condition commenced: 10/08/2008

Probable duration of condition: 12/31/2011

**Mark below as applicable:**

Was the patient admitted for an overnight stay in a hospital, hospice, or residential medical care facility?

No  Yes. If so, dates of admission:

Date(s) you treated the patient for condition:

Psychotherapy: 3 X Weekly

Will the patient need to have treatment visits at least twice per year due to the condition?  No  Yes.

Was medication, other than over-the-counter medication, prescribed?  No  Yes.

Was the patient referred to other health care provider(s) for evaluation or treatment (e.g., physical therapist)?  
 No  Yes. If so, state the nature of such treatments and expected duration of treatment:

Ted Mandelkorn, MD/ Medical/ Behavioral Health

2. Is the medical condition pregnancy?  No  Yes. If so, expected delivery date: \_\_\_\_\_

3. Use the information provided by the employer in Section I to answer this question. If the employer fails to provide a list of the employee's essential functions or a job description, answer these questions based upon the employee's own description of his/her job functions.

Is the employee unable to perform any of his/her job functions due to the condition:  No  Yes.

If so, identify the job functions the employee is unable to perform:

Not applicable

4. Describe other relevant medical facts, if any, related to the condition for which the employee seeks leave (such medical facts may include symptoms, diagnosis, or any regimen of continuing treatment such as the use of specialized equipment):

Axis 1: PTSD 309.81, ADD 314.00

Axis 2: Not applicable

Axis 3: Not applicable

Axis 4: Problems with primary support group (divorce)

Axis 5: At intake:65 / During treatment:60 / Prognosis/end of treatment: 68

Treatment plan includes: DBT, EMDR, CBT



APPENDIX D

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**SUPERIOR COURT OF WASHINGTON  
COUNTY OF KING**

In re the Marriage of:

PAUL MUDROVICH,

Petitioner,

and

BARBARA MUDROVICH,

Respondent.

No. 08-3-07317-7 SEA

**NOTICE OF PRESENTATION**

**(Clerk's Action Required)**

TO: The Clerk of the Court

TO: Ruth Laura Edlund, Attorney for Respondent

PLEASE TAKE NOTICE that the original of the attached documents will be presented to the Honorable Chris Washington, King County Superior Court, Youth Services Center, 1211 East Alder Seattle, WA 98122, Room 2, on the 7<sup>th</sup> day of April, 2010 without oral argument.

The Clerk of the Court is requested to note the calendar for this Presentation.

DATED: March 31, 2010.

Philip C. Tsai, WSBA #27632  
Attorney for Petitioner

NOTICE OF PRESENTATION  
Page 1

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

OPPOSING COUNSEL

COPY MAILED TO CLIENT  
DATE 3/31/10

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**SUPERIOR COURT OF WASHINGTON  
COUNTY OF KING**

In re the Marriage of:

PAUL MUDROVICH,

Petitioner,

and

BARBARA MUDROVICH,

Respondent.

No. 08-3-07317-7 SEA

**DECLARATION OF PAUL  
MUDROVICH IN SUPPORT OF  
PRESENTATION OF FINAL  
ORDERS**

I, Paul Mudrovich, hereby DECLARE as follows:

I have personal knowledge of the facts stated herein, am over the age of 18, and am competent to testify. I make this declaration in support of my proposed Final Orders.

**Parenting Plan**

I want the Court to know that after the contempt of court finding against Barbara on February 26, 2010, the children were ready to spend time with me and did so that entire weekend. I was astonished that things went as well as they did after such a long period of time that the children did not spend the court ordered residential time with me. This conclusively

**DECLARATION OF PAUL MUDROVICH IN  
SUPPORT OF PRESENTATION OF FINAL  
ORDERS**

Page 1

**OPPOSING COUNSEL**

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

COPY MAILED TO CLERK  
3/27/10

1 proves to me that Barbara has the ability to control their behavior, even with they are with me.  
3  
5 She must have advised them of the very stern but appropriate ruling of the Court at the February  
7  
9 26, 2010 hearing. Although Barbara has violated the Court's order since that time by  
11  
13 withholding the children from me (which will be the subject of another motion for contempt of  
15  
17 court), the weekend of February 26, 2010 proved to me that there is no need for a phased in  
19  
21 schedule.  
23

25  
27 Pursuant to the time I spent with the children, I am asking the Court to approve an every  
29  
31 other weekend schedule with a weekday visit on Thursdays. I still want to involve the Indaba  
33  
35 Center and Karin Ballantyne as a professional to assist if necessary. I also want the counseling  
37  
39 provision to be in place immediately so our children have a safe place to discuss issues with me  
41  
43 in a controlled setting. However, I do not believe that the phased in schedule that previously was  
45  
47 proposed is necessary as long as Barbara abides by the Court's prior directive regarding my  
49  
51 residential time. Therefore, my proposed Parenting Plan reflects an every other weekend  
53  
55 schedule and a mid week visit. I ask the Court to approve my proposed Parenting Plan.  
57  
59

61 **Decree of Dissolution**  
63

65  
67 I also am asking the Court to approve my proposed Decree of Dissolution. After  
69  
71 calculating the oral rulings the Court provided at the last presentation hearing, I ran a spreadsheet  
73  
75 that would divide our property and liabilities equally. Pursuant to this spreadsheet, Barbara  
77  
79 would have a transfer payment to from her Thrift Savings Plan in the amount of \$18,787.78. See

1 **Exhibit A, Property Spreadsheet reflecting oral rulings.** This represents a significant amount  
3  
5 of money to me as I earn less than Barbara does on an annual basis. If it was the Court's intent  
7  
9 to divide our property equally (50/50), then my proposed Decree does so. There is no reason  
11  
13 why Barbara should receive a substantial windfall by receiving almost \$20,000 more in property  
15  
17 than I am in this proceeding. Barbara does not have to come out of pocket for those funds as  
19  
21 they can be transferred from her retirement account, just as we have to do with her FERS. I ask  
23  
25 the Court to approve my proposed final orders, the originals of which are being provided with  
27  
29  
31 this declaration.  
33

35 **Barbara's Fraudulent Activities with my Accounts**  
37

39 I am also very sad to say that I believe Barbara has engaged in substantial fraudulent  
41  
43 activities with my post separation accounts. I am providing a synopsis of these fraudulent  
45  
47 activities as Exhibit B. **See Exhibit B, Fraudulent Activities Spreadsheet.** Someone has  
49  
51 changed my password and logged into my Fidelity IRA account and attempted to transfer  
53  
55 \$54,214.40 in different amounts to our previous joint account and to our children. Someone also  
57  
59 attempted to transfer money from my Prevail Checking Account, and my Chase credit card  
61  
63 account. (See Exhibit B). I am attempting to unwind the damage that has been done but I need  
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67 to point out these things to the Court. If Barbara is responsible for this (she is the one who has  
69  
71 access), then she should be held accountable for her behavior.  
73  
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I declare under penalty of perjury under the laws of the state of Washington that the foregoing is true and correct.

Signed at (city) Seattle (state) WA on (date) 3/31/2010.

  
Paul Mudrovich  
Petitioner

### Mudrovich Asset Sheet 2-23-10 - Financial Proposal

ASSET	Ex.#	VALUE	AMOUNT OWED	SEPARATE TO WIFE	SEPARATE TO HUSBAND	NET VALUE Community	COMMUNITY TO WIFE	COMMUNITY TO HUSBAND
SE 58th St, Bellevue	29	\$ 478,000.00	\$ (366,410.00)			\$ 111,590.00	\$ 111,590.00	\$ -
Hartstene Is Property	30				XXX	\$ -		
PERS 2	24	\$ 3,522.95				\$ 3,522.95		\$ 3,522.95
Fidelity IRA Rollover	25	\$ 181,803.00				\$ 181,803.00		\$ 181,803.00
Fidelity Stock Acc't	25 / 40	\$ 5,312.00				\$ 5,312.00		\$ 5,312.00
Funds w/d from Fidelity	40	\$ 6,250.00				\$ 6,250.00		\$ 6,250.00
Boeing pension	41	\$ 9,430.00				\$ 9,430.00		\$ 9,430.00
TSP	22	\$ 201,492.00	\$ (39,955.00)	\$ 14,033.50		\$ 147,503.50	\$ 147,503.50	\$ -
FERS - DBP	23	<i>Divide community portion with a DRO per Bulicek formula</i>					<i>one half</i>	<i>one half</i>
1998 Toyota Corolla		\$ 1,500.00				\$ 1,500.00		\$ 1,500.00
2007 Toyota Yaris		\$ 11,705.00	\$ (11,705.00)			\$ -	XXX	
Household goods	32	<i>To be divided equally between the parties</i>				<i>tbd</i>		
Credit for Mortgage Payments						\$ (13,700.00)	\$ (13,700.00)	
BECU overdraft							\$ -	
Post-Sep BECU payments								
Mr. Mud Construction		<i>Dated 2004 and has expired.</i>				\$ -		
Loan to Frank Mudrovich	27							\$ -
<b>Post-Separation Debt:</b>								
Chase - VISA H					\$ 18,489.03	\$ -		
CitiCard - MC H					\$ 4,453.51	\$ -		
BECU Personal Loan H					\$ 10,000.00	\$ -		
BECU VISA H					\$ 13,000.00	\$ -		
Capital One W				\$ 4,829.00		\$ -		
Fry's W				\$ 875.00		\$ -		
Chase MC W				\$ 700.00		\$ -		
Discover W				\$ 15,900.00		\$ -		
Chase VISA W				\$ 12,800.00		\$ -		
Wells Fargo W				\$ 10,000.00		\$ -		
FAA First Fed W				\$ 2,000.00		\$ -		
Loan from bro W				\$ 15,000.00		\$ -		
Don Baker W				\$ 4,000.00		\$ -		
<b>Sub Totals</b>		<b>\$ 899,014.95</b>	<b>\$ (418,070.00)</b>	<b>\$ 80,137.50</b>	<b>\$ 45,942.54</b>	<b>\$ 453,211.45</b>	<b>\$ 245,393.50</b>	<b>\$ 207,817.95</b>
Adjusting Entry							\$ (18,787.78)	\$ 18,787.78
<b>Totals</b>							<b>\$ 226,605.73</b>	<b>\$ 226,605.73</b>
Percentage							50.00%	50.00%

# APPENDIX E

*Approved* *TH*

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OLYMPIC LAW GROUP  
PLLP

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IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON  
IN AND FOR THE COUNTY OF KING

PAUL JOSEPH MUDROVICH,  
Petitioner,  
and  
BARBARA JILL MUDROVICH,  
Respondent.

No. 08-3-07317-7 SEA

RESPONDENT'S FIRST SET OF  
INTERROGATORIES AND REQUESTS  
FOR PRODUCTION OF DOCUMENTS  
TO PETITIONER

AND ANSWERS THERETO

TO: PAUL JOSEPH MUDROVICH, Petitioner

AND TO: PHILIP C. TSAI, Attorney for Petitioner

**DEFINITIONS AND PROCEDURES**

**A. Procedure for Interrogatories.**

Pursuant to Rule 33, Civil Rules for Superior Court, State of Washington, please answer each of the following interrogatories, separately and fully, in writing, under oath. The answers are to be signed by the party to whom they are addressed and must be served within thirty (30) days after service of the interrogatories.

If you object to an interrogatory, state the objection and the basis for the objection and answer the interrogatory to the extent you have no objection.

If you cannot answer any interrogatory fully and completely after exercising due diligence to make inquiry and secure the information to do so, please so state and answer each interrogatory to the extent possible. Specify that portion of each interrogatory you claim you are unable to answer fully and completely, and further specify the facts on which you rely

RESPONDENT'S FIRST SET OF INTERROGATORIES AND  
REQUESTS FOR PRODUCTION OF DOCUMENTS TO PETITIONER - 1

OLYMPIC LAW GROUP, PLLP  
1221 East Pike, Suite 205  
Seattle, WA 98122  
206.527.2500 Fax 206.527.7100

**ORIGINAL**

1 to support your contention that you are unable to answer each such interrogatory fully and  
2 completely. State what knowledge, information or belief you have concerning the unanswered  
3 portion of any such interrogatory, and state fully, completely and in detail the acts done and  
4 inquiries made by you to show that you have exercised due diligence to make inquiry and  
5 secure the information necessary to answer that interrogatory.

6 If the space allocated for the answer is not sufficient, please attach another sheet,  
7 properly identified with the number of the interrogatory being answered.

8 These interrogatories are continuing in nature and in the event you discover further  
9 information that is responsive to the interrogatories, you are to supplement the answers by  
10 supplemental answers to the interrogatories within a reasonable time after you discover the  
11 information. If any information is not furnished, any such excluded information will be objected  
12 to if introduced as evidence at time of trial or a motion for continuance will be made in order to  
13 investigate such matter, together with a request for appropriate terms.

14 These interrogatories call for all information (including information contained in or on  
15 writings, computer files, recordings, photographs or any other tangible thing or material) that is  
16 known or available to you, including all information in the possession of your officers,  
17 employees, agents, attorneys, accountants, auditors or other professional persons or experts  
18 and any investigators or any person acting in your behalf or under your or your attorney's  
19 employment, direction and/or control.

20 These interrogatories are available in electronic format upon request.

21 **B. Procedure for Requests for Production.**

22 Pursuant to Rule 34, Civil Rules for Superior Court, State of Washington, you are to  
23 produce any and all documents requested herein, and those documents referred to in your  
24 answers to interrogatories, within thirty (30) days to Olympic Law Group, PLLP, Attn. Dennis J.  
25 McGlothlin, 1221 East Pike Street, Suite #205, Seattle, WA 98122, for purposes of inspection  
26 and copying, or in lieu thereof, to produce all requested documents referred to in your answers  
27 to interrogatories by means of mailing or delivering true and legible copies of such documents  
to the said Olympic Law Group, PLLP, Attn. Dennis J. McGlothlin within thirty (30) days  
following the date of service of this request.

If you object to a request for production, describe each such document or item with  
sufficient particularity to allow future identification of the document or item and state the  
objection and the basis for the objection and respond to the request to the extent you have no  
objection. If objection is made to a part of an item or category, that particular part shall be  
specified in the objection.

If you cannot fully and completely respond to a request for production after exercising  
due diligence to make inquiry and secure the information to do so, please so state and  
respond to each request to the extent possible. Specify that portion of each request for  
production you claim you are unable to answer fully and completely, and further specify the  
facts on which you rely to support your contention that you are unable to respond to each such  
request fully and completely. State fully, completely and in detail the acts done and inquiries

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2 made by you to show that you have exercised due diligence to secure the information  
3 necessary to respond to such request for production.

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**C. Definitions.**

1) **"You."** By use of the pronoun "you" it is intended that the answers are to include all information that is known or available to you (including information contained in or on writings, recordings, photographs or any other tangible thing or material), either in your possession or in the possession of your officers, employees, agents, attorneys, accountants, auditors or other professional persons or experts and any investigators or any person acting in your behalf or under you or your attorney's employment, direction and/or control.

2) **"Person."** The term "person" is meant to include any individual and any organization.

3) **"Document."** As used herein, the word "document" shall mean the original and any copy, regardless of origin or location, of any book, pamphlet, periodical, letter, memorandum, telegram, report, record, study, handwritten note, map, drawing, working paper, chart, paper, graph, index, tape, data sheet or data processing card or any other written, recorded, transcribed, punched, taped, filmed or graphic matter, however produced or reproduced, to which you have or have had access.

4) **"Identify" or "Identity"**

a. **Person.** As used herein, "identify" or "identity" used in reference to an individual person means to state his full name and his present or last known address, his present or last known position or business affiliation, his position and business affiliation at the time in question and his present or last known telephone number.

b. **Document.** "Identify," when applied to a document shall mean to state a brief description of the contents of the document, the authors and addresses, and the date and present location of such a document.

c. **Meeting or Conversation.** "Identify," when used in reference to a meeting or conversation, means to state the identity of all of the persons who were present and/or participated in the meeting or conversation, the date on which the meeting or conversation occurred, the place at which the meeting or conversation occurred, and if any record, memorandum or other writing of the meeting or conversation was made, to identify said record, memorandum or other writing.

5) **"Date of Separation."** As used herein, the term "date of separation" shall mean the date on which the parties separated with the expectation of living apart permanently. In the event such date is in dispute, use the date asserted by the party opposing you, not the date asserted by you. In the event no such date has been agreed to or asserted by the opposing party, use the date on which the Petition in this matter were first served upon you or your attorney.

1  
2 6) **"Child(ren)."** As used herein, the term "child(ren)" shall mean all children of  
3 the two parties jointly, whether natural or adopted, and all children of either party individually,  
4 whether natural or adopted.

5 7) **"Opposing Party."** As used herein, the words "opposing party" shall mean the  
6 party identified in the caption of this document who is opposing you. That is, if you are the  
7 respondent, "opposing party" means the petitioner and if you are the petitioner, "opposing  
8 party" means the respondent.

9  
10  
11 **I. BACKGROUND**

12 **INTERROGATORY NO. 1:** What is the date and place of your birth?

13 **ANSWER:** March 16, 1962 Seattle, WA

14 **INTERROGATORY NO. 2:** What is your Social Security Number?

15 **ANSWER:** 534-76-8610

16 **INTERROGATORY NO. 3:** What is your full name?

17 **ANSWER:** Paul Joseph Mudrovich

18 **INTERROGATORY NO. 4:** Have you ever been known by any other surname? If so, for  
19 each surname state: other surname, dates, reason.

20 **ANSWER:** No

21 **INTERROGATORY NO. 5:** State your address and telephone number for the last five (5)  
22 years, including the dates thereof.

23 **ANSWER:** July 1, 2008 – Present, 5836 129<sup>th</sup> Ave SE  
24 Bellevue, WA 98006  
25 Home Phone#: 425-830-7643

26 Prior to July 1, 2008, 11651 SE 58<sup>th</sup> St  
27 Bellevue, WA 98006  
Home Phone#: 425-562-1790

1  
2 **INTERROGATORY NO. 6:** Are you presently married?

3 **ANSWER: Yes**

4  
5 **INTERROGATORY NO. 7:** Were you previously married? If so, state names of previous  
6 spouses and years you were so married.

7 **ANSWER: No**

8  
9 **INTERROGATORY NO. 8:** State in detail your education, giving highest grade attended or  
10 college degrees obtained; schools attended and dates of attendance; and any specialized  
11 education, including post-graduate or continuing professional education.

12 **ANSWER: Seattle University**  
13 **BA, Business Administration w/ Accounting concentration**  
14 **Graduated March 1989, Cum Laude honors**

15  
16 **INTERROGATORY NO. 9:** State the name of each and every dependent and/or other  
17 individual residing with you during the last 24 months, including his or her age, occupation,  
18 and relation to you and the inclusive dates in which such individuals have resided with you.

19 **ANSWER: Christopher James Mudrovich, 19, student, son**  
20 **Lillian Nicole Mudrovich, 16, student, daughter**  
21 **Hannah Therese Mudrovich, 12, student, daughter**  
22 **Jacob Thomas Mudrovich, 12, student, son**

23 **INTERROGATORY NO. 10:** State the condition of your health.

24 **ANSWER: Good**

1  
2 **II. EMPLOYMENT**

3 **INTERROGATORY NO. 11:** As to your present employment and any previous employment in  
4 the last five (5) years, please state:

- 5 a) The name and address of your employer;  
6 b) The date you commenced your employment, and if not continuing, the date the  
7 employment ended;  
8 c) Your job title;  
9 d) A description of your work or duties;  
10 e) The name, address, and position of your immediate supervisor; and  
11 f) Your annual base salary and any additional remuneration received for each year of such  
12 employment.

13 **ANSWER:** a) **King County; 401 5<sup>th</sup> Ave Ste 600, Seattle WA 98104**  
14 b) **Employment commenced July 23, 2007**  
15 c) **IT Budget and Fiscal Manager**  
16 d) **Duties include; Fiscal Management Group, Supervisor**  
17 **Financial Planning and Analysis**  
18 e) **Supervisor: Christine Chou, Acting CFO**  
19 f) **Annual Base Salary: 2007 - \$36,328**  
20 **2008 - \$94,087**  
21 **2009 - \$95,361 (est)**

22 a) **Attachmate WRQ; Westlake Ave, Seattle WA 98104**  
23 b) **Employment period: February 8, 1999 - May 1, 2007**  
24 c) **Financial Planning and Analysis, Manager**  
25 d) **Duties include; Financial Planning and Analysis, Manager**  
26 e) **Supervisor: Olivia Polius, CFO**  
27 f) **Annual Base Salary: 2007 - \$94,xxx,**  
**2006 - \$97,352**  
**2005 - \$96,778**  
**2004 - \$9x,xxx**

1  
2 **INTERROGATORY NO. 12:** For the past five (5) years, state (this Interrogatory need not be  
3 answered if you attach copies of your income tax returns with supporting schedules and  
4 supporting date requested below):

- 5 a) Year;  
6 b) Gross income;  
7 c) Income tax paid;  
8 d) Social Security paid; and  
9 e) Retirement contributions made by both you and your employer.

10 **ANSWER: See attached**

11 **REQUEST FOR PRODUCTION NO. 1:** Pursuant to Rule 34, it is requested that you produce  
12 for Petitioner's attorney legible copies of your year to date pay stubs.

13 **RESPONSE: See attached**

14  
15 **INTERROGATORY NO. 13:** Are you presently under a written employment agreement fixing  
16 the terms of your employment? If so, state:

- 17 a) Name and address of each party to the agreement;  
18 b) Termination date and conditions of the agreement ; and  
19 c) Names and addresses of the persons having a copy of the agreement.

20 **ANSWER: n/a**

21  
22 **REQUEST FOR PRODUCTION NO. 2:** Pursuant to Rule 34, it is requested that you produce  
23 for Petitioner's attorney a legible copy of said employment agreement described in the  
24 interrogatory immediately above.

25 **RESPONSE: n/a**

1  
2  
3 **INTERROGATORY NO. 14:** Have you engaged in any employment in addition to your regular  
4 occupation within the past year? If so, state:

- 5 a) The name and address of each employer for whom you have worked;  
6 b) The type of work performed;  
7 c) The rate of pay received for services;  
8 d) The total number of hours or days you were so employed;  
9 e) Whether you are still engaged in part-time employment; and  
10 f) List all deductions from such pay for each pay period.

11 **ANSWER: No**

12  
13 **INTERROGATORY NO. 15:** List and describe your present employment benefits as follows:

- 14 a) Life insurance:  
15 (1) Name of insurer;  
16 (2) Face amount of policy and type of policy; \$100k term life  
17 (3) Amount of premiums or payments made by you per month;  
18 (4) Beneficiaries for each policy, listing them individually for each policy;  
19 (5) Cash surrender value, if any; and \$0  
20 (6) Amount of premiums paid by you and paid by your employer.
- 21 b) Hospital and medical insurance:  
22 (1) Name of insurer;  
23 (2) Amount of premiums or payments made by you per month;  
24 (3) Names of dependents covered under each policy;  
25 (4) Whether dental care is covered; and  
26 (5) Amount of premiums paid by you and paid by your employer.

1  
2 **ANSWER:**

3 a) Life insurance:

- 4 (1) AETNA  
5 (2) \$300k group term life  
6 (3) \$30/month  
7 (4) Beneficiary – Barbara Mudrovich  
8 (5) \$0 cash surrender value  
9 (6) \$360.62 paid by me and \$0 paid by my employer, annually (2008)

10 b) Hospital and medical insurance:

- 11 (1) AETNA  
12 (2) \$0/month paid by me  
13 (3) Christopher James Mudrovich, 19, student, son  
14 Lillian Nicole Mudrovich, 16, student, daughter  
15 Hannah Therese Mudrovich, 12, student, daughter  
16 Jacob Thomas Mudrovich, 12, student, son  
17 (4) Includes dental care coverage  
18 (5) \$0 by me and \$13,704 paid by my employer, annually (2008)

19 **INTERROGATORY NO. 16:** List the number of paid vacation days you receive per year.

20 **ANSWER: 12**

21 **INTERROGATORY NO. 17:** List the number of paid holidays you receive per year.

22 **ANSWER: 10**

23 **INTERROGATORY NO. 18:** List the number of days of paid sick leave you accrue per year.

24 **ANSWER: 12**

25 **INTERROGATORY NO. 19:** Are you entitled to any severance pay? If so, state the amount  
26 and basis of computation. **ANSWER: n/a**

1  
2 **INTERROGATORY NO. 20:** Are you entitled to any profit sharing rights? If so, please identify  
3 the plan and state the amount and basis of your computation of your rights thereunder.

4 **ANSWER: No**

5 **INTERROGATORY NO. 21:** Regarding any stock purchase rights you may have, state:

- 6 a) Dates when rights may be exercised;  
7 b) Maximum and minimum number of shares to be purchased;  
8 c) Price per share of basis of computation of price.

9 **ANSWER: n/a**

10 **INTERROGATORY NO. 22:** Do you have any interest of any kind in any retirement or  
11 pension fund? If so, for each such fund state:

- 12 a) Name or description of fund;  
13 b) Name and address of the custodian of fund;  
14 c) Name of the employer contributing to the fund;  
15 d) Total amount of your contributions to date;  
16 e) Total amount of employer contributions to date;  
17 f) Present balance of your interest in the fund;  
18 g) Date you are entitled to receive retirement or pension benefits (early retirement date  
19 and normal retirement date);  
20 h) Amount of benefits receivable per month on retirement (early retirement amount and  
21 normal retirement amount); and  
22 i) Amount of funds available to you and method of obtaining them without retirement.

23 **ANSWER:**

- 24 a) **PERS Plan 2 - Washington State Department of Retirement Systems**  
25 b) **King County**  
26 c) **2008 = \$4,466.40**  
27 d) **2008 = \$13,704.00**

1  
2 e) Not known

3 f) March 16, 2027, age 65

4 g) 40% X monthly average of 60 highest paid consecutive months

5 h) If I leave PERS-covered employment, I may withdraw my accumulated  
6 contributions. This is the only circumstance in which a refund is permitted.  
7 Withdrawal of my contributions cancels all rights and benefits I may have  
8 accrued in PERS. I am not required to withdraw my contributions when I leave  
9 PERS-covered employment. If I leave my contributions with PERS, my funds will  
10 continue to accrue interest. DRS is required to withhold 20 percent of the tax-  
11 deferred portion of lump-sum payments for federal income tax, unless the funds  
12 are transferred directly to another eligible retirement plan.

13 I also have Fidelity Rollover IRA resulting from a 401k from Attachmate when I was  
14 employed with that company. See attached statements.

15 **INTERROGATORY NO. 23:** Do you receive an expense account for car, gas, food, or per  
16 diem? If so, give an average amount for last two (2) years on a monthly basis, stating type of  
17 expense paid for.

18 a) Car;

19 b) Gas;

20 c) Food;

21 d) Per diem; and

22 e) Other (describe)

23 **ANSWER: No**

1  
2 **INTERROGATORY NO. 24:** Have you received any income from any source not disclosed in  
3 your answers to the foregoing Interrogatories within the past five (5) years? If so, for each  
4 source state:

- 5 a) The source of such income;  
6 b) Amount received each year; and  
7 c) Whether any further payments are due you.

8 **ANSWER:**

- 9 a) **Financial Consulting for software start-up company**  
10 b) **2005,**  
11 c) **No further payments**

12 **INTERROGATORY NO. 25:** Do you anticipate any bonuses or raises from your present  
13 employer within the next year? If so, please indicate the amount.

14 **ANSWER: Bonues, No**  
15 **Raises, 1.35% Effective 1/1/09**

16 **INTERROGATORY NO. 26:** Do you anticipate any income tax returns within the next year? If  
17 so, please state the amount.

18 **ANSWER: No**

19  
20 **INTERROGATORY NO. 27:** At any time during the last five (5) years have you been engaged  
21 in any business enterprises or ventures, either solely or jointly with others? If so, for each  
22 such business state:

- 23 a) Name and address;  
24 b) Form of business or organization;  
25 c) Name and address of each officer and partner;  
26 d) Date on which your interest in the business commenced;

- 1  
2 e) Your capital contribution to the business;  
3 f) Your proportionate share of the ownership of the business;  
4 g) Annual gross profits of the business from the date your interest commenced through  
5 the present time (by year); and  
6 h) Your proportionate share of the profits of the business.

7 **ANSWER: No**

8 **IV. FINANCIAL**

9 **INTERROGATORY NO. 28:** Have you filled out any financial statements for the last two (2)  
10 years? If so, state for whom.

11 **ANSWER: No**

12 **REQUEST FOR PRODUCTION NO. 3:** Pursuant to Rule 34, it is requested that you produce  
13 for Petitioner's attorney legible copies of each and every statement referred to in the  
14 interrogatory immediately above.

15 **RESPONSE: n/a**

16 **INTERROGATORY NO. 29:** Where are said financial statements located?

17 **ANSWER: n/a**

18 **INTERROGATORY NO. 30:** In the past two (2) years, have you had any savings or checking  
19 accounts in your name, solely or together with any person or persons, with any bank or  
20 financial institutions? If so, for each such account state:

- 21 a) Bank;  
22 b) Address;  
23 c) Type of Account;  
24 d) Name;  
25

26  
27 **RESPONDENT'S FIRST SET OF INTERROGATORIES AND  
REQUESTS FOR PRODUCTION OF DOCUMENTS TO PETITIONER --**

- 1  
2 e) Authorized persons;  
3 f) Date opened;  
4 g) Account number;  
5 h) Present balance;  
6 i) Date closed; and  
7 j) Balance on closure.

8 **ANSWER:**

- 9 a) **FAA 1<sup>st</sup> Federal Credit Union**  
10 b) **Renton Branch**  
11 c) **Checking & Savings**  
12 d) **Paul and Barbara Mudrovich**  
13 e) **Paul and Barbara Mudrovich**  
14 f) **1980s**  
15 g) **60718**  
16 h) **Unknown**  
17 i) **not closed**  
18 j) **n/a (balance on closure)**

- 19 a) **BECU**  
20 b) **Seattle**  
21 c) **Checking & Savings**  
22 d) **Paul and Barbara Mudrovich**  
23 e) **Paul and Barbara Mudrovich**  
24 f) **1980s**  
25 g) **Account numbers;**  
26 a. **3573804777 Member Advantage Checking**  
27 b. **3561518538 Member Advantage Savings**  
c. **1001586346 Personal Loan**

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d. 1001837707 Equity Advantage Account number;

- h) (\$2,774.29), negative \$2,774.29
- i) December 2008 Member Advantage Checking
- j) (\$2,774.29), negative \$2,774.29

- a) Prevail Credit Union
- b) 801 2nd Ave. Suite 100, Seattle WA 98104-1510
- c) Checking & Savings
- d) Paul Mudrovich
- e) Paul Mudrovich
- f) 2008
- g) 0003551424
- h) \$2,623.44 7/31/09
- i) n/a - open
- j) n/a - open

**REQUEST FOR PRODUCTION NO. 4:** Pursuant to Rule 34, it is requested that you produce for Respondent's attorney legible copies of passbooks, check registers, and bank statements for each account identified in the Interrogatory next above for the past two (2) years.

**RESPONSE:**

**See attached.**

**INTERROGATORY NO. 31:** Do you presently own any securities, including stocks, bonds, debentures, contracts, or mortgages? If so, for each purchase, stock, bond, debenture, contract, or mortgage state:

- a) Security description;

- 1  
2 b) Date acquired;  
3 c) Original price;  
4 d) Present value; and  
5 e) Broker's name and address.

6  
7 **ANSWER:**

8 **Yes.**

- 9 a) Security description; **MICROSOFT CORP**  
10 b) Date acquired; **9/4/1998, 95 shares & 10/9/1998, 80 shares**  
11 c) Original price; **9/4/1998, \$2,343.29 & 10/9/1998, \$1,891.20**  
12 d) Present value (AS OF 8/13/2009); **9/4/1998, \$2,235.35 & 10/9/1998, \$1,882.40**  
13 e) Broker's name and address. **Fidelity Investments**

- 14 a) Security description; **ALCATEL-LUCENT SPON ADR REP 1 EUR2 SER A**  
15 b) Date acquired; **8/7/2000, 6.65 shares & 11/24/2000, 12.35 shares**  
16 c) Original price; **8/7/2000, \$1,165.98 & 11/24/2000, \$1,001.84**  
17 d) Present value (AS OF 8/13/2009); **8/7/2000, \$21.68 & 11/24/2000, \$40.26**  
18 e) Broker's name and address. **Fidelity Investments**

- 19 a) Security description; **E M C CORP MASS**  
20 b) Date acquired; **11/24/2000**  
21 c) Original price; **\$824.33**  
22 d) Present value (AS OF 8/13/2009); **\$82.43**  
23 e) Broker's name and address. **Fidelity Investments**

- 24 a) Security description; **LSI CORP**  
25 b) Date acquired; **4/3/2007**  
26 c) Original price; **Unknown**

- 1  
2 d) Present value (AS OF 8/13/2009); **\$20.08**  
3 e) Broker's name and address. **Fidelity Investments**  
4  
5  
6

7 **INTERROGATORY NO. 32:** Do you claim an interest in any real property owned by you or  
8 Respondent, or the proceeds of said property? If so, for each parcel of real property state:

- 9 a) The address;  
10 b) The legal description;  
11 c) Date of acquisition;  
12 d) Manner of acquisition;  
13 e) Purchase price;  
14 f) Down payment;  
15 g) Source of funds for down payment;  
16 h) Source of funds for balance (mortgage) and source of credit used to obtain said funds;  
17 i) Monthly or periodic payment;  
18 j) Balance due;  
19 k) Are payments up to date; and  
20 l) Present fair market value or sale price if sold.

21 **ANSWER:**

- 22 a) **Primary Residence 11651 SE 58<sup>th</sup> St, Bellevue WA 98006**  
23 b) **Remaining answers b-l are known to Respondent.**  
24

25 I also jointly own a parcel of land with a cabin on Hartstene Island (south Puget  
26 Sound) 451 Pointes Drive East, with my five siblings, Doug Mudrovich, Dave  
27 Mudrovich, Tom Mudrovich, Joe Mudrovich, and Ann Styskal. This was gifted to  
me and my five (5) siblings approximately 3 years ago. This property is paid off  
and I do not have any appraisals on the property.

1  
2  
3  
4 **REQUEST FOR PRODUCTION NO. 5:** Pursuant to Rule 34, it is requested that you produce  
5 for Respondent's attorney legible copies of the deed, title insurance policy, and mortgage  
6 documents pertaining to any real property identified in the interrogatory next above.

7  
8 **RESPONSE:** In possession of Respondent. See attached documents.

9  
10 **INTERROGATORY NO. 33:** Have you hired an appraiser to evaluate any real property? If so,  
11 state (for each such appraiser) name, address and date of appraisal.

12 **ANSWER:** No

13  
14 **REQUEST FOR PRODUCTION NO. 6:** Pursuant to Rule 34, it is requested that you produce  
15 for Respondent's attorney a legible copy of each appraisal.

16 **RESPONSE:** n/a

17  
18 **INTERROGATORY NO. 34:** Have you made any repairs or improvements in excess of  
19 \$250.00 on the residence in which you currently reside? If so, please state:

- 20 a) Property description;  
21 b) Repair/improvement description;  
22 c) Cost amount; and  
23 d) Date.

24 **ANSWER:** No

25  
26 **INTERROGATORY NO. 35:** Does any person, firm, or business entity hold any property,  
27 whether real or personal, for your benefit? If so, for each item of property state:

- a) Name of each such person, firm, or entity and address thereof;

- 1  
2 b) A description of the property held for your benefit;  
3 c) The conditions under which the property is held for your benefit; and  
4 d) The fair market value of the property.

5 **ANSWER: No**

6  
7 **INTERROGATORY NO. 36:** In the past two (2) years, have you received any money or  
8 property as a gift in excess of \$250.00? If so, for each gift state:

- 9 a) Donor's name;  
10 b) Donor's address  
11 c) Date of gift;  
12 d) Reason for gift;  
13 e) To whom gift was made;  
14 f) Value upon receipt;  
15 g) Present value; and  
16 h) Gift location.

17 **ANSWER: No**

18 **INTERROGATORY NO. 37:** Was your interest or title in any gift acquired by or recorded in a  
19 written instrument, deed, or certificate?

20 **ANSWER: n/a**

21 **REQUEST FOR PRODUCTION NO. 7:** Pursuant to Rule 34, it is requested that you produce  
22 for Petitioner's attorney legible copies of each such written instrument described in the  
23 interrogatory next above.

24 **RESPONSE: n/a**

25 **INTERROGATORY NO. 38:** Set forth your interest in any significant personal property other  
26 than household furnishings, including but not limited to any automobiles, recreational vehicles,

1  
2 boats, money, accounts receivable, jewelry, art work, paintings, tools, collections, etc., as  
3 follows:

- 4 a) Interest description;  
5 b) Date acquired;  
6 c) Present market value;  
7 d) Community property; and  
8 e) Separate property.

9 **ANSWER:**

10 We have significant personal property located in the residence in which  
11 Respondent currently resides. Petitioner does not have access to the residence to  
12 itemize the personal property. Discovery is continuing and this answer will be  
13 supplemented.

14 **INTERROGATORY NO. 39:** Have you loaned or given money to relatives, friends, or anyone  
15 else during this marriage in excess of \$250.00? If so, for each person receiving such money  
16 state:

- 17 a) Person's name;  
18 b) Person's address;  
19 c) Total amount;  
20 d) Date;  
21 e) Reason; and  
22 f) Evidence of loan or gift.

23 **ANSWER: No**

24 **INTERROGATORY NO. 40:** Does anyone, other than as previously identified, owe you any  
25 money? If so, for each debtor state:

- 26 a) Debtor's name;  
27 b) Debtor's address;  
28 c) Amount owing;  
29 d) Description of debt;

- 1  
2 e) Date incurred; and  
3 f) Date due and owing.

4 **ANSWER: No**

5 **INTERROGATORY NO. 41:** Do you owe any outstanding debts, including mortgage,  
6 conditional sales, contract obligation, promissory notes, or open accounts (including but not  
7 limited to loans from banks or other lending institutions, credit cards, stores, oil companies, or  
8 other household obligations)? If so, for each such obligation state:

- 9 a) Creditor's name;  
10 b) Creditor's address;  
11 c) Debt description;  
12 d) Date incurred;  
13 e) Original amount;  
14 f) Present balance;  
15 g) Monthly payments;  
16 h) Community property; and  
17 i) Separate property.

18 **ANSWER: See attached**

19 In addition to the documents provided regarding outstanding loans, Respondent  
20 and I still owe my father the approximate amount of \$48,240. This loan was taken out as  
21 a bridge loan so we could purchase the residence located in Renton. The promissory  
22 note and terms of the loan are in the possession of the Respondent.  
23

24 **INTERROGATORY NO. 42:** Have you kept any books or accounts or records relating to your  
25 financial affairs in the past two (2) years? If so, please describe and state in whose  
26 possession these books and records are presently maintained.

27 **ANSWER: No**

1  
2 **INTERROGATORY NO. 43:** Have you destroyed any books of accounts or records relating to  
3 your financial affairs within the past two (2) years? If so, give particulars, including date of  
4 destruction and reason therefore.

5 **ANSWER: No**

6 **INTERROGATORY NO. 44:** Have you acquired any interest on any life insurance policies in  
7 the past two (2) years? If so, please state:

- 8 a) Company;  
9 b) Type of policy;  
10 c) Policy number;  
11 d) Face value;  
12 e) Cash surrender value;  
13 f) Outstanding loans;  
14 g) Date of loans;  
15 h) Net cash value; and  
16 i) Monthly premium.

17 **ANSWER: No**

18 **INTERROGATORY NO. 45:** Set forth every unliquidated claim (that is, a claim on which the  
19 value has not yet been determined or is being disputed) that you have against others, with  
20 their estimated value, nature of claim, and name and address of persons against whom claim  
21 is made or asserted.

- 22 a) Estimated value;  
23 b) Nature of claim; and  
24 c) Name and address.

25 **ANSWER: None**

26 **INTERROGATORY NO. 46:** State the name, address, and telephone number of any expert  
27 witness you intend to call at time of trial, and specify his or her opinions, the bases for each  
opinion and the expert's qualifications.

1  
2 **ANSWER:**

3 **None retained to date.**

4 **INTERROGATORY NO. 47:** Have you ever been convicted of a criminal offense? If so,  
5 please state:

- 6 a) Nature of offense;  
7 b) Sentence imposed;  
8 c) Date of occurrence; and  
9 d) Place of occurrence.

10 **ANSWER: No**

11  
12 **INTERROGATORY NO 48:** State the name, address, and employment of all persons having  
13 knowledge concerning any of the facts, debts, or property as listed in all of these answers to  
14 Interrogatories, designating which facts, debts, or property such person or persons known to  
15 you or your attorney(s). If any such person cannot be identified by name or address, state all  
16 circumstances which might aid in locating or identifying such person.

17 **ANSWER:**

18 **Witness lists will be provided pursuant to KCLR 4, KCLR 16, KCLR 26 and the**  
19 **Order Setting Domestic Case Schedule.**

20 **INTERROGATORY NO. 49:** State your average monthly personal living expenses, including  
21 the following:

- 22 a) Rent/mortgage;  
23 b) Electricity;  
24 c) Gas/oil;  
25 d) Water;  
26 e) Garbage;

- 1  
2 f) Cable T.V.;  
3 g) Telephone;  
4 h) Food (for how many);  
5 i) Clothing;  
6 j) Medical;  
7 k) Dental;  
8 l) Recreation;  
9 m) Travel;  
10 n) Transportation;  
11 o) Car payment;  
12 p) Car insurance;  
13 q) Laundry; and  
14 r) Other (list);  
15 s) Total expenses.

16 **ANSWER:**

17 **See Financial Declaration previously provided.**

18 **V. PARENTING**

19 **INTERROGATORY NO. 50:** State the name, age and birth date of all children dependent  
20 upon you.

21 **ANSWER:** Christopher James Mudrovich, 19, August 8, 1989  
22 Lillian Nicole Mudrovich, 16, February 20, 1992  
23 Hannah Therese Mudrovich, 12, March 9 1996  
24 Jacob Thomas Mudrovich, 12, March 9 1996

25 **INTERROGATORY NO. 51:** Do you request primary residential care of any child named  
26 above? If yes, state:

- 1  
2 a) The name of each child;  
3 b) The current primary residence of each child; and  
4 c) How long this has been the primary residence of each child.

5 **ANSWER: No**  
6

7 **INTERROGATORY NO. 52:** Do you consider it to be in the best interest of the child(ren) to  
8 primarily reside with you? If yes, state your reasons in detail.

9 **ANSWER: No**  
10

11  
12 **INTERROGATORY NO. 53:** Do you claim that the child(ren) prefer(s) to primarily reside with  
13 you? If yes, state your reasons for this conclusion.

14 **ANSWER: No**  
15

16 **INTERROGATORY NO. 54:** Do you claim that the Respondent is, or would be, unfit to have  
17 primary residential care of the child? If yes, state in detail all facts upon which you base this  
18 conclusion.

19 **ANSWER: No, other than her alienation of the children from me.**  
20

21 **INTERROGATORY NO. 55:** Do you claim the Respondent has possessed the characteristics  
22 upon which you base your conclusions of unfitness? If not, when do you claim the  
23 Respondent developed them and over what period of time? Are you partly or wholly  
24 responsible for those characteristics? If yes, in what manner have you contributed to the  
25 characteristics?

26 **ANSWER: No. I am very concerned that she is alienating the children from me.**

1  
2  
3 **INTERROGATORY NO. 56:** At what address would you and the child(ren) reside for the next  
4 two (2) years?

5 **ANSWER:** Present address until a primary residence can be purchased after  
6 divorce asset settlement.  
7

8  
9 **INTERROGATORY NO. 57:** Regarding your current residence, please state the following:

- 10 a) Size in square feet;  
11 b) Size of yard;  
12 c) Number and size of bedrooms;  
13 d) Sleeping arrangements for each child;  
14 e) Name of public school for the child's age; and  
15 f) Distance to public school.

16 **ANSWER:**

17 **Although I am currently renting a portion of a home, it is my intention to**  
18 **purchase a home of my own, subsequent to the divorce completion. The following**  
19 **represents my current and temporary residence situation:**

- 20 a. **House Total: 2,400 sq ft, My rental amount: 900 sq ft**  
21 b. **1/5 acre**  
22 c. **House Total: 6 bedrooms, My rental amount: 2 bedrooms**  
23 d. **Bunk beds for Hannah & Jacob and queen-size futon for Lilly.**  
24 e. **Lake Heights Elementary**  
25 f. **~ 1 mile**

26 **INTERROGATORY NO. 58:** How many other persons reside there already? For each state:

- 1  
2 a) Name;  
3 b) Age;  
4 c) Relationship to you;  
5 d) Occupation; and  
6 e) Period of time he or she has resided at that address.

7 **ANSWER:**

- 8 a. Tracy Harvey  
9 b. 52  
10 c. Landlord/Roommate  
11 d. University of Washington, Chemistry professor  
12 e. 8-10 yrs

- 13 a. Travis Yerian  
14 b. 21  
15 c. The landlord/homeowner's son  
16 d. University of Washing Chemistry professor  
17 e. 8-10 yrs, off and on during the past 2 yrs  
18 f.

19 **INTERROGATORY NO. 59:** If you work, list your present work hours and place of work.

20 **ANSWER:** 9am – 6pm, Seattle

21 **INTERROGATORY NO. 60:** Do you expect your work hours to change? If yes, state the  
22 hours you expect to work, when the change is expected, and the reasons for change.

23 **ANSWER:** No, although hours are flexible and can be adjusted to fit my personal  
24 life, as needed.

25 **INTERROGATORY NO. 61:** Describe your leisure interests, hobbies and recreational  
26 activities and the amount of time devoted to each.

1  
2 **ANSWER: Spending time with my kids.**  
3

4 **INTERROGATORY NO. 62:** Identify all civic or community organizations to which you belong  
5 or activities in which you participate and state the amount of time devoted to each.

6 **ANSWER: None**  
7

8 **INTERROGATORY NO. 63:** Do you have any church affiliation? If yes, state your church  
9 affiliation, the frequency of your attendance and the time devoted to church activities.

10 **ANSWER: St. Madeleine Sophie, Catholic Church**  
11 **Occasional Sunday services**  
12

13 **INTERROGATORY NO. 64:** Do you expect your time devoted to the above-described  
14 organizations and activities to change? If yes, describe the anticipated changes, when they  
15 are expected, and the reasons for the changes.

16 **ANSWER: No**

17 **INTERROGATORY NO. 65:** Identify all time you have spent with one or more of the children  
18 since separation. When answering this Interrogatory, identify the child(ren) you spent time  
19 with as well as the dates and times you visited.

20 **ANSWER: I have attempted to spend all the time enumerated in the Temporary**  
21 **Parenting Plan. However, Respondent has alienated the children from me.**  
22

23 **INTERROGATORY NO. 66:** Identify all instances you did not spend all the residential time  
24 you were entitled to per the temporary parenting plan. For each instance you did not spend all  
25 the residential time with one or more child(ren), identify all reasons why you did not spend all  
26 the residential time with each child.

1  
2 **ANSWER:**

3 Any time I did not spend with the children was because of Respondent's  
4 alienating them from me.  
5

6 **INTERROGATORY NO. 67:** Over the past twelve (12) months, how much time per week have  
7 you spent with the child(ren)?

8 **ANSWER: January 1<sup>st</sup> – June 30<sup>th</sup> : 40 hours**  
9 **July 1<sup>st</sup> – December 31<sup>st</sup> : 2 hours**

10  
11 **INTERROGATORY NO. 68:** What activities have you participated in with the child(ren) for the  
12 past twelve (12) months?

13 **ANSWER: January 1<sup>st</sup> – June 30<sup>th</sup> : Swimming, Basketball, Football, Soccer,**  
14 **Softball, Boy Scouts.**  
15 **July 1<sup>st</sup> – December 31<sup>st</sup> : Swimming and Basketball**

16  
17 **INTERROGATORY NO. 69:** How do you intend to provide for the care of the child(ren) if they  
18 primarily reside with you? Name each person or institution to be hired for this purpose, if any,  
19 and state an estimate of how much time each child will spend in such care.

20 **ANSWER: n/a**

21  
22 **INTERROGATORY NO. 68:** How much time per day would you personally be able to devote  
23 to the care and upbringing of the child(ren) if they primarily reside with you?

24 **ANSWER: 24/7 except for work & commute to work, ~ 10 hrs/day.**  
25  
26

1  
2 **INTERROGATORY NO. 70:** In the event that you are, for any reason, unable to act as the  
3 primary residential parent such that the child(ren) would not primarily reside with you, whom  
4 do you believe should provide the primary residential care for the child(ren) and state your  
5 reasons for that choice.

6 **ANSWER: Respondent.**

7 **INTERROGATORY NO. 71:** If the child(ren) will primarily reside with you, state the access  
8 time for the Respondent which you believe to be appropriate.

9 **ANSWER: n/a**

10 **INTERROGATORY NO. 72:** State the name, address and telephone number of any child  
11 psychologist, or other expert(s) who has seen or treated the child(ren). Describe the advice or  
12 opinion of the expert(s).

13 **ANSWER:**

14 **Theodore Mandelkorn - 2553 76th Avenue South East Mercer Island, WA 98040**

15 **David Pomeroy - 2000 116<sup>th</sup> Ave., Suite 6, Bellevue, WA 98004 425-454-8684**

16 **Roberta Mills - 727 N. 182<sup>nd</sup> St, St 202, Shoreline, WA 98133 206-412-8943**

17 **INTERROGATORY NO. 73:** Has there been any legal action concerning the care of any child,  
18 other than this action? If yes, for each action state:

- 19 a) Date;  
20 b) Title and address of the court;  
21 c) File Number;  
22 d) Name of each child involved; and  
23 e) Result of action.

24 **ANSWER: No**

25 **INTERROGATORY NO. 74:** Have you ever consulted a psychiatrist, psychologist, social  
26 worker or any other counselor concerning yourself or the Respondent? If yes, state:

- 1  
2 a) Description of the problem;  
3 b) Name of doctor/counselor;  
4 c) Address and telephone number of doctor/counselor;  
5 d) Dates of consultation; and  
6 e) Doctor/counselor's advice or opinion.

7 **ANSWER:**

- 8 a. **Medication Management for ADHD/Depression**  
9 b. **Dr. David Pomeroy**  
10 c. **2000 116<sup>th</sup> Ave., Suite 6, Bellevue, WA 98004, 425-454-8684**  
11 d. **Quarterly**  
12 e. **See prior letter/declaration already provided**

- 13 a) **Psychotherapy/Counseling for separation**  
14 b) **Dr. Lance Sobel**  
15 c) **1001 Broadway, Suite 313, Seattle, WA 98122, (206) 860-0860**  
16 d) **July – September**  
17 e) **Marriage irretrievably broken**

- 18 a) **Marriage Counseling and individual life coach**  
19 b) **Don Baker**  
20 c) **1800 Westlake Avenue North, Suite 204 Seattle, WA 98109, (206) 617-6206**  
21 d) **Summer 2006 – January 2, 2008**  
22 e) **Marriage irretrievably broken**

23 **INTERROGATORY NO. 75:** Have you ever had or are you currently under treatment for any  
24 illness or injury that would affect your capability to care for the child(ren)? If yes, state:

25 Name of the illness or injury;

- 26 a) Doctor(s)' name;

- 1  
2 b) Doctor(s)' address and telephone number;  
3 c) Dates of treatment; and  
4 d) Present status.

5 **ANSWER: No**

6  
7 **INTERROGATORY NO. 76:** Have you ever been treated for problems related to drugs or  
8 alcohol? If yes, state:

- 9 a) Type of problem;  
10 b) Doctor(s)' name;  
11 c) Doctor(s)' address and telephone number;  
12 d) Treatment place(s);  
13 e) Treatment date(s); and  
14 f) Present status.

15 **ANSWER: No**

16 **INTERROGATORY NO. 77:** What is your average weekly consumption of alcohol?

17 **ANSWER: 1 beer/week**

18 **INTERROGATORY NO. 78:** Do you ever use prescription or nonprescription drugs? If yes,  
19 state:

- 20 a) Type(s) of drug used;  
21 b) Frequency of use;  
22 c) Purpose of use; and  
23 d) Name, address and telephone number of doctor(s), if prescribed.

24 **ANSWER:**

- 25 a. **Vyvanse**  
26 b. **Once/day**

- c. To treat symptoms of ADHD
- d. Dr. David Pomeroy
  
- g. Effexor
- h. Once/day
- i. To treat symptoms of depression
- j. Dr. David Pomeroy

**INTERROGATORY NO. 79:** Have you ever been arrested for any criminal offense, whether or not such arrest resulted in a conviction? If yes, state:

- a) Nature of offense;
- b) Place of occurrence;
- c) Date(s) of occurrence;
- d) Title and address of court and the file number, if convicted; and
- e) Length and type of sentence imposed, if any.

**ANSWER: No**

**INTERROGATORY NO. 80:** Have the police ever been called regarding a domestic violence situation in your home? Have you ever sought advice from counselors for victims of domestic violence? If yes, please describe below.

**ANSWER: No**

**INTERROGATORY NO. 81:** Has Child Protective Services or a similar agency ever been called regarding the care of any child in your home? If yes, please describe below.

**ANSWER: No**

**INTERROGATORY NO. 82:** Have you ever taken any classes about parenting? If yes, state:

- 1  
2 a) Description of each class;  
3 b) School or agency through which class was offered;  
4 c) Location of class;  
5 d) Dates of enrollment; and  
6 e) Whether class was completed.

7 **ANSWER: Toddler classes when the kids were young.**

8  
9 **INTERROGATORY NO. 83:** State the name, address, and telephone number of all persons  
10 having knowledge concerning the issue of child residential care and describe the facts known  
11 to the persons. If any such person cannot be identified by name or address, state all  
12 circumstances which might aid in locating or identifying the person.

13 **ANSWER:**

14 **Witness lists will be provided pursuant to KCLR 4, KCLR 16, KCLR 26 and the  
15 Order Setting Domestic Case Schedule.**

16 **INTERROGATORY NO. 84:** Do you allow the children to freely go to the Respondent's home  
17 during your residential time with them?

18 **ANSWER: Yes. I do not physically restrain the children from going wherever  
19 they choose to go. My younger children are 13 years old and my minor daughter is 17  
20 years old. There is significant alienation on behalf of the Respondent and my children  
21 are placed in the middle by her. This is the reason the children sometimes go to the  
22 Respondent's home during my residential time.**

23 **INTERROGATORY NO. 85:** Do all children have their own bed to sleep in while they are in  
24 your home, not including the bed that you sleep in when they are not residing in your home?

25 **ANSWER: Yes**

1  
2  
3 **INTERROGATORY NO. 86:** Have you ever dropped the children off at the Respondent's  
4 residence during your residential time with the children? If so, please state the dates and  
5 times and the reasons why.

6 **ANSWER:** Yes. If the children demand to go to the Respondent's home, I try and  
7 redirect them and have them stay with me. However, because of the significant  
8 alienation of the children by the Respondent, sometimes it becomes necessary for me  
9 to bring them to the Respondent's residence. I have explained all of this to the  
10 Parenting Evaluator that this is not a voluntary relinquishment of my residential time  
11 but a specific response to the alienation of the children from me by the Respondent.

12 **INTERROGATORY NO. 87:** What is the current condition of each child's health?

13 **ANSWER:** Good

14 **INTERROGATORY NO. 88:** Identify all the children's special needs. For each special need,  
15 identify what services, treatments or accommodations that should be provided for each special  
16 need. Also, identify all costs associated with each special need.

17 **ANSWER:** Lilly and Jacob have been diagnosed and are being treated for ADHD  
18 and are also taking medication for ADHD. They have prescriptions for their medication  
19 and also incur costs associated with doctor visits and medication.

20 Jacob is in counseling with Ron Feinberg, MA, to assist him with his mental  
21 health. All of the children should be enrolled in counseling to address the issues of  
22 Respondent sharing information about this dissolution proceeding and placing them in  
23 the middle between me and the Respondent.

24 **INTERROGATORY NO. 89:** Identify all the children's healthcare providers for the past 5  
25 years.

26 **ANSWER:** Currently, Jacob is in counseling with Ron Feinberg, MA. The  
27 children's primary physician is Randall Uyeno, Pediatric Associates in Factoria. Lilly  
underwent an evaluation with Jerry M. Jackson, MSW, ACSW in 1998 and was

1  
2 diagnosed with Generalized Anxiety Disorder with mixed features of separation anxiety,  
3 mild phobic/panic reaction, and obsessive thinking. The children were all seen by  
4 Roberta Mills, MA for psychotherapy. Theodore Mandelkorn, Ph.D. is Lilly and Jacob's  
5 psychologist and is helping them with their ADHD as described above. Lilly also went  
6 to see Kim Friedman for mental health counseling.  
7  
8  
9

10 **CERTIFICATE OF FORWARDING**

11 The foregoing Interrogatories and Request for Production are dated and forwarded by  
12 mail or messenger on this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_

13 OLYMPIC LAW GROUP, PLLP

14  
15 \_\_\_\_\_  
16 Dennis J. McGlothlin, WSBA No. 28177  
17 Attorney for Respondent

18 **CERTIFICATION OF COMPLIANCE AND FORWARDING**

19 As attorney for Paul Mudrovich, I hereby certify that I have read the foregoing Answers  
20 to Interrogatories and Responses to Request for Production, that they are in compliance with  
21 CR 26(g)(1, 2 & 3) and that the Answers to Interrogatories and Responses to Request for  
22 Production have been forwarded by mail or messenger on the date stated below to Dennis J.  
23 McGlothlin.

24 DATED 13<sup>th</sup> day of August, 2009

25 \_\_\_\_\_  
26 Philip C Tsai, WSBA No. 27632  
27 Attorney for Petitioner

# APPENDIX E





## Investment Report

FIDELITY PREFERRED SERVICES<sup>SM</sup>

March 1, 2009 - March 31, 2009

### Your Portfolio Details

**Fidelity Account** <sup>SM</sup> X86-088765 PAUL J MUDROVICH - INDIVIDUAL

#### Account Summary

Beginning value as of Mar 1	\$10,068.05
Withdrawals	-3,250.00
Change in investment value	725.24
<b>Ending value as of Mar 31</b>	<b>\$7,543.29</b>
Your commission schedule	Silver
Account eligible trades from Apr 2008 - Mar 2009	10

#### Income Summary

	This Period	Year to Date
<b>Taxable</b>		
Dividends	\$39.00	\$39.45
Interest	0.23	0.31
<b>Total</b>	<b>\$39.23</b>	<b>\$39.76</b>

#### Realized Gain/Loss from Sales

	This Period	Year to Date
Long-term loss	\$0.00	-\$5,187.20

*This may not reflect all of your gains/losses because of incomplete cost basis.*

#### Holdings

(Symbol) as of March 31, 2009

	Quantity March 31, 2009	Price per Unit March 31, 2009	Total Cost Base	Total Value March 1, 2009	Total Value March 31, 2009
<b>Stocks 75% of holdings</b>					
ALCATEL LUCENT SPON ADR (ALU)	19.000	\$1.860	\$2,167.82	\$24.89	\$35.34
E M C CORP MASS (EMC)	10.000	11.400	824.33	105.00	114.00
LSI CORP (LSI)	4.000	3.040	unknown	11.60	12.16
MICROSOFT CORP (MSFT)	300.000	18.370	7,350.48	4,845.00	5,511.00
<b>Core Account 25% of holdings</b>					
CASH	1,870.790	1.000	not applicable	5,081.56	1,370.79

*For balances below \$10,000.00, the current interest rate is 00.07%.*

#### Total Market Value

*All positions held in cash account unless indicated otherwise.*

**\$7,543.29**

#### Transaction Details

(for holdings with activity this period)

#### Core Account - Cash

Description	Amount	Balance	Description	Amount	Balance
<b>Beginning</b>		<b>\$5,081.56</b>	Core account income	\$0.23	
<i>Investment Activity</i>			Income	39.00	



11

11

**Investment Report**

FIDELITY PREFERRED SERVICES<sup>sm</sup>

March 1, 2009 - March 31, 2009

**Fidelity Account** <sup>sm</sup> X86-088765 PAUL J MUDROVICH - INDIVIDUAL

**Transaction Details**

**Core Account** - Cash

Description	Amount	Balance	Description	Amount	Balance
Subtotal of Investment Activity	\$39.23		Subtotal of Cash Management Activity	-\$3,250.00	
<i>Cash Management Activity</i>			<b>Ending</b>		<b>\$1,870.79</b>
Checking activity	-3,250.00				

**Investment Activity**

Settlement Date	Security	Description	Quantity	Price per Unit	Transaction Amount
3/12	MICROSOFT CORP	Dividend received			\$39.00
3/31	CASH	Interest earned			0.23

**Cash Management Activity**

**Checking Activity ( 1)**

Check #	Date	Code	Amount	Check #	Date	Code	Amount	Check #	Date	Code	Amount
1001	3/17		-\$3,250.00	<b>Total</b>			<b>-\$3,250.00</b>				

**Daily Additions and Subtractions** Cash @ \$1 per share (the following is provided to you in accordance with industry regulations)

Date	Amount	Balance	Date	Amount	Balance	Date	Amount	Balance
3/12	\$39.00	\$5,120.56	3/17	-3,250.00	1,870.56	3/31	0.23	1,870.79



## Investment Report

FIDELITY PREFERRED SERVICES<sup>SM</sup>

March 1, 2009 - March 31, 2009

**Fidelity Rollover IRA 133-716278 PAUL J MUDROVICH - ROLLOVER IRA - FIDELITY MANAGEMENT TRUST CO - CUSTODIAN**

### Account Summary

Beginning value as of Mar 1	\$135,029.53
Change in investment value	6,484.28
<b>Ending value as of Mar 31</b>	<b>\$141,513.81</b>

### Income Summary

	This Period	Year to Date
<b>Tax-deferred</b>	<b>\$46.79</b>	<b>\$127.42</b>

Your commission schedule Silver  
 Account eligible trades from Apr 2008 - Mar 2009 0

### Holdings

(Symbol) as of March 31, 2009

	Performance March 31, 2009	Quantity March 31, 2009	Price per Unit March 31, 2009	Cost	Total Value March 1, 2009	Total Value March 31, 2009
<b>Mutual Funds 74% of holdings</b>						
SPRTN TOTAL MKT INDX INVESTOR CLASS (FSTMX)		1,720.935	\$22.400	\$70,390.47 <sup>e</sup>	\$35,451.26	\$38,548.94
FIDELITY LOW PRICED STOCK (FLPSX)		1,580.543	21.300	61,155.54 <sup>e</sup>	31,057.67	33,665.57
DODGE & COX STOCK (DODGX)		39.957	62.900	5,590.01 <sup>e</sup>	2,308.99	2,513.29
FIRST EAGLE OVERSEAS CLASS A (SGOVX)		2,018.799	15.020	43,529.93 <sup>e</sup>	29,777.28	30,322.36
<b>Core Account 26% of holdings</b>						
FIDELITY CASH RESERVES (FDRXX)	7-day Yield: 0.92%	36,463.650	1.000	not applicable	36,434.33	36,463.65
<b>Total Market Value</b>						<b>\$141,513.81</b>

All positions held in cash account unless indicated otherwise.

<sup>e</sup> - The Cost amount for this security was estimated based on the fair market value of this security when it was originally deposited into your account. You may change this amount on Fidelity.com if it does not agree with your records.

### Transaction Details

(for holdings with activity this period)

#### Core Account - Fidelity Cash Reserves

Description	Amount	Balance	Description	Amount	Balance
<b>Beginning</b>		<b>\$36,434.33</b>	Income	17.47	
<i>Investment Activity</i>			Subtotal of Investment Activity	\$29.32	
Securities bought	-\$17.47		<b>Ending</b>		<b>\$36,463.65</b>
Core account income	29.32				

## Information About Your Fidelity Statement

For TDD Service for the Hearing-Impaired, call 800-544-0118, 9 am - 9 pm ET, 7 days a week.

**Lost or Stolen Cards** For 24 Hour worldwide customer service, call 800-529-2164 for American Express or 800-323-5353 for VISA® Gold Check Card.

**Additional Investments with Fidelity** Make checks payable to Fidelity Investments. Include your account number on the check. For retirement and health savings accounts (HSA), designate in the memo field whether your contribution is for the current or prior year. Mail to: Fidelity Investments, P.O. Box 770001, Cincinnati, OH 45277-0003.

**Income Summary** Shows income by tax status for the statement and year-to-date periods. Except for interest income earned on, or distributed by, tax-exempt securities, Fidelity reports dividends and capital gains held in taxable accounts as taxable income. A portion of income reported as tax-exempt income may be subject to alternative minimum taxes and/or state and local taxes. In Traditional IRAs, Rollover IRAs, SEP-IRAs, SIMPLE IRAs and Keoghs, earnings are reported as tax-deferred income. In Roth IRAs and HSAs, earnings are reported as tax-exempt income as they may be federally tax-exempt if certain conditions are met.

**Change in Investment Value** The appreciation or depreciation of your holdings due to price changes, plus any distributions and income earned during the statement period, less any transaction costs, sales charges, or fees.

**Cost Basis, Gain/Loss, and Holding Period Information** Fidelity-provided estimated cost basis, realized gain/loss, and holding period information may not reflect all adjustments necessary for tax reporting. Taxpayers should verify such information when calculating reportable gain/loss from a sale, redemption, or exchange.

Fidelity does not report such information to taxing authorities and is not responsible for the accuracy of information taxpayers may be required to report. Fidelity makes no warranties with respect to, and specifically disclaims any liability arising out of a customer's use of, or any tax position taken in reliance upon, such information. Unless otherwise specified, Fidelity determines cost basis at the time of sale based on the average cost-single category (ACSC) method (for open-end mutual funds) and the first-in, first-out (FIFO) method for all other securities.

**Cost** Fidelity provides purchase cost information for securities held in retirement and HSA accounts. Such information may be adjusted for certain transactions and does not reflect dividends or capital gains reinvestments. Fidelity reports transaction profit or loss information when securities are sold within a retirement or HSA account. Transaction profit or loss is calculated by subtracting purchase cost from sales proceeds using the FIFO method if shares were purchased at different times or prices.

**Wash Sales** If a wash sale occurs, the loss from the transaction is disallowed for federal income tax purposes

## Additional Information About Your Brokerage Account, if Applicable

**Customer Free Credit Balance** You are entitled to free credit balances in your brokerage account, subject to open commitments of your cash accounts. Free credit balances are not segregated and may be used in NFS's business in accordance with federal securities law. There is no free credit balance in a retirement or HSA.

**Assets Separate from Your Brokerage Account** Only securities in the margin portion of your brokerage account contribute to margin and maintenance requirements. Assets, that may be reported on your statement, maintained with Fidelity Investments Life Insurance Company and mutual fund only accounts held directly with the fund (Fidelity Mutual Fund Accounts) are not carried by NFS, not covered by the Securities Investor Protection Corporation (SIPC) and do not count toward your margin and maintenance requirements. Assets held by Portfolio Advisory Services are carried by and covered by SIPC but do not contribute to your margin and maintenance requirements.

**Short Account Balances** Securities sold short are held in a segregated short account. These securities are marked-to-market, and any increase or decrease from the short sale price is transferred weekly to your margin account. Fidelity represents your short account balance as of the last weekly mark-to-market, not as of the statement end date.

**Information About Your Option Transactions** Each transaction confirmation previously delivered to you contains full information about commissions and other charges. Assignments of American and European-style options are allocated among customer short positions pursuant to a random allocation procedure, a description is available upon request. Short positions in American-style options are liable for assignment anytime. The writer of a European-style option is subject to exercise assignment only during the exercise period. For more information, please call Fidelity at 800-544-6666.

**Equity Dividend Reinvestment** Shares credited to your account resulted from transactions effected as agent by either FBS or the Depository Trust Company (DTC) as agent for your account.

**Price Information/Total Market Value** The Total Market Value has been calculated out to 9 decimal places; however, the individual unit price is displayed in 5 decimal places. The Total Market Value represents prices obtained from various sources, may be impacted by the frequency with which such prices are reported and such prices are not guaranteed. Prices received from pricing vendors are generally based on current market quotes, but when such quotes are not available the pricing vendors use a variety of techniques to estimate value. These estimates, particularly for fixed income securities, may be based on certain minimum principal amounts (e.g. \$1 million) and may not reflect all of the factors that affect the value of the security, including liquidity risk. The prices provided are not firm bids or offers. Certain securities may reflect N/A or unavailable where the price for such security is generally not available from a pricing source. The Market Value of a security, including those priced at par value, may differ from its purchase price and may not closely reflect the value at which the security may be sold or purchased based on various market factors. The sale or redemption of any fixed income security prior to maturity may result in a substantial gain or loss. Fidelity carries certificates of deposits (CDs) at their face value. A penalty may apply to the early withdrawal of a CD. You may sell CDs in the secondary market subject to market conditions. You should always request a current valuation for your securities prior to making a financial decision or placing an order. In executing orders on the Floor, the Floor

but may be added to the cost basis of the newly-purchased shares. Fidelity adjusts the cost basis of newly-purchased shares when a wash sale occurs within an account as the result of an identical security purchase. Fidelity does not report disallowed losses or adjust cost basis related to wash sales triggered by sales and purchases of the same security *within different accounts* or by sales and purchases of "substantially identical" securities *within the same or different accounts*.

We deliver statements at least four times during the calendar year for any account with a balance. Please review your statement and report any inaccuracies or discrepancies. Inquires, concerns or questions regarding your brokerage account or the activity therein should be directed to Fidelity Brokerage Services LLC (FBS) by calling 800-544-6666, and NFS, who carries your brokerage accounts, by calling 800-800-6890. Any oral communications regarding inaccuracies or discrepancies should be reconfirmed in writing to protect your rights, including those under the Securities Investor Protection Act ("SIPA"). Please advise us of material changes in your investment objectives or financial situation related to your brokerage account(s).

**Information About Mutual Funds and Their Performance** An investment in a money market fund is not insured or guaranteed by the Federal Deposit Insurance Corporation (FDIC) or any other government agency. Although the fund seeks to preserve the value of your investment at \$1.00 per share, it is possible to lose money by investing in the fund. Before investing, consider the fund's investment objectives, risks, charges, and expenses. Contact Fidelity for a prospectus containing this information. Read it carefully. Performance data shown represents past performance and is no guarantee of future results. Investment return and principal value will fluctuate, so you may have a gain or loss when shares are sold. Current performance may be higher or lower than that quoted. Visit [Fidelity.com/performance](http://Fidelity.com/performance) for most recent month-end performance.

Each fund reserves the right to terminate or modify its exchange privilege in the future. In addition to sales loads and 12b-1 fees described in the prospectus, FBS or NFS receives other compensation in connection with the purchase and/or the on-going maintenance of positions in certain mutual fund shares and other investment products in your brokerage account. This additional compensation may be paid by the mutual fund or other investment product, its investment advisor or one of its affiliates. Additional information about the source(s) and amount(s) of compensation as well as other remuneration received by FBS or NFS will be furnished to you upon written request. At the time you purchase shares of a no-load fund, those shares will be assigned either a transaction fee (TF) or no transaction fee (NTF) status. When you subsequently sell those shares, any applicable fees will be assessed based on the status assigned to the shares at the time of purchase.

broker may permit the specialist to trade on parity with the order for some or all of the executions associated with filling that order, where such permission would not be inconsistent with the broker's best execution obligations.

("A") Alternative Investments - Investments such as direct participation program securities (e.g., partnerships, limited liability companies, and real estate investment trusts which are not listed on any exchange), commodity pools, private equity, private debt and hedge funds are generally illiquid investments and their current values may be different from the purchase price. Unless otherwise indicated, the values shown in this statement for such investments have been provided by the management, administrator or sponsor of each program or a third-party vendor without independent verification by Fidelity Brokerage Services (FBS) and represent their estimate of the value of the investor's participation in the program, as of a date no greater than 12 months from the date of this statement. Therefore, the estimated values shown herein may not necessarily reflect actual market values or be realized upon liquidation. If an estimated value is not provided, valuation information is not available.

Securities in accounts carried by NFS, a Fidelity Investments company, are protected in accordance with the Securities Investor Protection Corporation ("SIPC") up to \$500,000 (including cash claims limited to \$100,000). For details, including the SIPC brochure, please see [www.sipc.org](http://www.sipc.org) or call 1-202-371-8300. NFS has arranged for additional protection for cash and covered securities to supplement its SIPC coverage. This additional protection covers total account net equity in excess of the \$500,000/\$100,000 coverage provided by SIPC. Neither coverage protects against a decline in the market value of securities.

Fidelity Distributors Corporation (FDC) is the distributor for Fidelity Funds and FBS acts as agent for FDC with respect to Fidelity Mutual Fund Accounts. Fidelity brokerage services are provided by FBS, which clears all transactions through its affiliate, NFS. NFS carries all brokerage accounts. FBS and NFS are members of the NYSE and SIPC. FBS, NFS, and FDC are direct or indirect subsidiaries of FMR LLC. Upon written request, Fidelity will mail an NFS financial statement, which is also available for inspection at its office. Fidelity Portfolio Advisory Service® is a service of Strategic Advisers, Inc., a registered investment advisor and a Fidelity Investments company. Fidelity Private Portfolio Services® may be offered through the following Fidelity Investments Companies: Strategic Advisers, Inc., Fidelity Personal Trust Company, FSB ("FPT"), a federal savings bank, or Fidelity Management Trust Company ("FMTC"). Non-deposit investment products and trust services offered through FPT and FMTC and their affiliates are not insured or guaranteed by the FDIC or any other government agency, are not obligations of any bank, and are subject to risk, including possible loss of principal. These services provide discretionary money management for a fee. Fidelity Investments (with pyramid logo) is a trademark of FMR LLC. Insurance products are distributed by FBS, Fidelity Insurance Agency, Inc., and Fidelity Investments Insurance Agency of Texas, Inc. Mutual fund shares, other securities held in your account, and insurance products are neither deposits or obligations of, nor endorsed or guaranteed by, any bank or other depository institution, nor are they federally insured by the FDIC or any other agency. If you request a reprint of your statement, the disclosure information may not be the same as the information originally provided. Written inquiries may be mailed to: Fidelity Investments, Client Services, P.O. Box 770001, Cincinnati, OH 45277-0045. To confirm that an authorized, direct deposit has been made to your Fidelity Account or Fidelity Mutual Fund Account, call Fidelity at 1-800-544-5555.

40995.12.0



# APPENDIX G



Barbara Baillie <bjbaillie10@gmail.com>

## PLDG.2009.08.12.Response to Motion to COnTinue Trial Date.doc

Dennis McGlothin <dennis@olympiclaw.com>  
Reply-To: Dennis McGlothin <dennis@olympiclaw.com>  
To: mudrovich6@yahoo.com  
Cc: "Lindsey M. Matter" <lindsey@olympiclaw.com>

Wed, Aug 12, 2009 at 11:56 AM

Barbara:

Confirming my voice mail to you today. If the trial is continued, then I have to withdraw from your representation. You have failed to comply with court orders and other requirements necessary to move your case forward and conclude the matter.

Dennis

 **PLDG.2009.08.12.Response to Motion to COnTinue Trial Date.doc**  
40K

# Appendix H

Bank of America 

CASHIER'S CHECK

19-2  
1250

CK.#

ISSUE DATE: 4660221492

Purchaser: CHRISTOPHER MUDROVICH

VOID AFTER 90 DAYS

August 15, 2009

AY **\$1,500.00**

NOT VALID OVER \$10,000  
AMOUNT

\*\*\*\$1,500.00\*\*\*

Pay to the order of:

\*\*\*DR. WENDY HUTCHINS-COOK, PH.D., ABPP\*\*\*

Bank of America, N.A., Seattle, Washington  
For inquiries contact (888) 217-4038

BY: Peter DeFouw  
Authorized Signature

⑈4660221492⑈ ⑆125000024⑆ 2138 940⑈ 522

8/18/09  
pd in  
full by  
Barbara

215

# Appendix I

## FERS Retirement Part Time Factor: June 10, 1988-July 1 2008

<b>Year</b>	<b>Pay Periods</b>	<b>Hrs/PP</b>	<b>Status</b>	<b>Actual Hrs</b>	<b>FTE Hrs</b>
1988	13-26	80	full time	1040	1040
1989	1-16	80	full time	1280	1280
1989	17-27	0	lwop	0	880
1990	1-16	0	lwop	0	1280
1990	17-26	32	part time	320	800
1991	1-26	32	part time	832	2080
1992	1-4	32	part time	128	320
1992	5-19	0	lwop	0	1280
1992	20-26	32	part time	192	480
1993	1-23	32	part time	736	1840
1994	1-26	32	part time	832	2080
1995	1-26	32	part time	832	2080
1996	1-10	32	part time	320	800
1996	11-26	0	lwop	0	1280
1997	1-5	0	lwop	0	400
1997	6-26	32	part time	672	1680
1998	1-26	32	part time	832	2080
1999	1-26	32	part time	832	2080
2000	1-10	32	part time	320	800
2000	11-18	0	lwop	0	640
2000	19-27	32	part time	256	640
2001	1-26	32	part time	832	2080
2002	1-21	32	part time	672	1680
2002	22-26	46	part time	230	400
2003	1-17	46	part time	782	1360
2003	17-19	32	part time	96	240
2003	20-26	46	part time	276	480
2004	1-5	46	part time	230	400
2004	6-14	62	part time	558	720
2004	15-20	32	part time	192	480
2004	21-26	62	part time	372	480
2005	1-13	62	part time	806	1040
2005	14-19	54	part time	324	480
2005	20-26	62	part time	372	480
2006	1-26	62	part time	1612	2080
2007	1-23	62	part time	1426	1840
2007	24-27	80	part time	320	320
2008	1-13	80	full time	1040	1040
			<b>total hrs</b>	<b>19564</b>	<b>41440</b>

*notes:*

1. LWOP in excess of 6 months in 1990, 1992, 1996.
2. Years of service reduced from 20 to 17.
3. Effective years of service is  $17 \times 0.47$  or 8 years.
4. CP FERS annuity factor is  $19564 / (\text{tot hrs at retirement})$ .

# Appendix J

**Information About Your Fidelity Statement**

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**Cost** Fidelity also provides purchase cost information for securities held within retirement and HSA accounts. Such cost information may be adjusted for certain transactions and does not reflect dividends or capital gains reinvestments. Fidelity also reports transaction profit or loss information when securities are sold within a retirement or HSA account. Transaction profit or loss is calculated by subtracting purchase cost from sales

proceeds using the FIFO method if shares were purchased at different times or prices.

**Wash Sales** If a wash sale occurs, the loss from the transaction is disallowed for federal income tax reporting purposes but may be added to the cost basis of the newly-purchased shares. Fidelity adjusts the cost basis of newly-purchased shares when a wash sale occurs within an account as the result of an identical security purchase. Fidelity does not report disallowed losses or adjust cost basis related to wash sales triggered by sales and purchases of the same security *within different accounts* or by sales and purchases of "substantially identical" securities *within the same or different accounts*.

We deliver statements at least four times during the calendar year for any account with a balance. Please review your statement and report any inaccuracies or discrepancies immediately. Inquiries, concerns or questions regarding your brokerage account or the activity therein should be directed to Fidelity Brokerage Services LLC ("FBS") by calling 800-544-6666, and National Financial Services LLC ("NFS"), who carries your brokerage accounts, by calling 800-800-6890. Any oral communications regarding inaccuracies or discrepancies should be reconfirmed in writing to protect your rights, including those under the Securities Investor Protection Act ("SIPA"). Please advise us promptly of any material changes in your investment objectives or financial situation related to your brokerage account(s).

**Information About Mutual Funds and Their Performance** An investment in a money market fund is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Although the fund seeks to preserve the value of your investment at \$1.00 per share, it is possible to lose money by investing in the fund. Before investing, consider the fund's investment objectives, risks, charges, and expenses. Contact Fidelity for a prospectus containing this information. Read it carefully. Performance data shown represents past performance and is no guarantee of future results. Investment return and principal value will fluctuate, so you may have a gain or loss when shares are sold. Current performance may be higher or lower than that quoted. Visit [Fidelity.com/performance](http://Fidelity.com/performance) for most recent month-end performance.

Each fund reserves the right to terminate or modify its exchange privilege in the future. In addition to sales loads and 12b-1 fees as described in the prospectus, Fidelity Brokerage Services LLC (FBS) or NFS may receive compensation of up to 0.35% of the average daily net assets of certain mutual funds in connection with your purchase of those mutual fund shares and/or the on-going maintenance of your brokerage account with respect to those shares. The compensation is paid by the mutual fund and/or its affiliate. Additional information about the source and amount of the compensation will be furnished to you upon written request.

**Additional Information About Your Brokerage Account, If Applicable**

**Customer Free Credit Balance** You are entitled to your free credit balance in your brokerage account at any time, subject to any open commitments in any of your cash accounts. Free credit balances are not segregated and may be used in NFS's business in accordance with federal securities law. There is no free credit balance in a retirement or health savings account.

**Assets Separate from Your Brokerage Account** Only securities holdings in the margin portion of your brokerage account contribute toward margin and maintenance requirements. Assets, that may be reported on your statement, maintained with Fidelity Investments Life Insurance Company and mutual fund only accounts held directly with the fund (Fidelity Mutual Fund Accounts) are not carried by NFS and are not covered by SIPC. These assets do not contribute toward your margin and maintenance requirements. Assets held by Portfolio Advisory Services are carried by NFS and are covered by SIPC but do not contribute toward your margin and maintenance requirements.

**Short Account Balances** Fidelity maintains all securities sold short in a segregated short account. These securities are marked-to-market, and Fidelity transfers any increase or decrease from the short sale price to your margin account on a weekly basis. Fidelity represents your short account balance as the balance of your short account as of the last weekly mark-to-market, not as of the statement end date.

**Information About Your Option Transactions** Each transaction confirmation previously delivered to you contains full information about commissions and other charges. Assignments of American and European-style options are allocated among customer short positions pursuant to a random allocation procedure, a description of which is available upon request. Short positions in American-style options are liable for assignment at any time. The writer of a European-style option is subject to exercise assignment only during the exercise period. For more information, please call Fidelity at 800-544-6666.

**Equity Dividend Reinvestment** Shares credited to your account resulted from transactions effected as agent by either FBS for your account, or the Depository Trust Company (DTC).

**Price Information** Fidelity calculates prices for Fidelity products. All other prices shown on your statement have been obtained from independent quotation vendors, whose appraisals are based either on closing prices, bid/ask quotation or a matrix based on interest rates for similar securities, and for certain securities prices may not be current as of the statement date. We cannot guarantee the accuracy of these prices as they appear on your statement. If we are unable to obtain a price, "unavailable" will appear instead of a dollar value for that security.

Fidelity carries certificates of deposit (CDs) that have a maturity of one year or less from date of issue at their face value. CDs with a maturity date of more than one year from date of issue will be shown at market value based upon a matrix or model pricing method that may not represent the actual price if sold prior to maturity.

The sale or redemption of any fixed income security prior to maturity may result in a substantial gain or loss, and a penalty may apply to the early withdrawal of a CD. While you may sell CDs in the secondary market subject to market conditions, the market is generally illiquid. You should always request a current valuation for your securities prior to making a financial decision or placing an order.

Securities in accounts carried by NFS, a Fidelity Investments company, are protected in accordance with the Securities Investor Protection Corporation ("SIPC") up to \$500,000 (including cash claims limited to \$100,000). For details, including the SIPC brochure, please see [www.sipc.org](http://www.sipc.org) or call 1-202-371-8300. NFS has arranged for additional protection for cash and covered securities to supplement its SIPC coverage. This additional protection covers total account net equity in excess of the \$500,000/\$100,000 coverage provided by SIPC. Neither coverage protects against a decline in the market value of securities.

Fidelity Distributors Corporation (FDC) is the distributor for Fidelity Funds and FBS acts as agent for FDC with respect to Fidelity Mutual Fund Accounts. Fidelity brokerage services are provided by FBS, which clears all transactions through its affiliate, NFS. NFS carries all brokerage accounts. FBS and NFS are members of the NYSE and SIPC. FBS, NFS, and FDC are each direct or indirect subsidiaries of FMR Corp. Upon written request, Fidelity will mail an NFS financial statement, which is also available for inspection at its office. Fidelity Portfolio Advisory Service® is a service of Strategic Advisers, Inc., a registered investment advisor and a Fidelity Investments company. Fidelity Private Portfolio Service® may be offered through the following Fidelity Investments Companies: Strategic Advisers, Inc., Fidelity Personal Trust Company, FSB ("FPT"), a federal savings bank, or Fidelity Management Trust Company ("FMTC"). Non-deposit investment products and trust services offered through FPT and FMTC and their affiliates are not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency, are not obligations of any bank, and are subject to risk, including possible loss of principal. These services provide discretionary money management for a fee. Fidelity Investments (with pyramid logo) is a trademark of FMR Corp. Insurance products are distributed by FBS, Fidelity Insurance Agency, Inc., and Fidelity Investments Insurance Agency of Texas, Inc. Mutual fund shares, other securities held in your account, and insurance products are neither deposits or obligations of, nor endorsed or guaranteed by, any bank or other depositing institution, nor are they federally insured by the FDIC or any other agency. If you request a reprint of your statement, the disclosure information may not be the same as the information originally provided. Written inquiries may be mailed to: Fidelity Investments, Client Services, P.O. Box 770001, Cincinnati, OH 45277-0045. To confirm that an authorized, direct deposit has been made to your Fidelity Account or Fidelity Mutual Fund Account, call Fidelity at 1-800-544-5555.

409955.6.0

# Appendix k

Ex. 1

**Paul's Concealed Fidelity Transactions**

July 2007 Fidelity IRA Acct #133-716278 (Attachmate 401K Rollover) \$207,775.70,

January 1, 2008 Fidelity Individual Value \$20, 770.02, Acct # X86-088765 IRA Rollover \$208,928.55

**Date of Separation**

June 30, 2008 Fidelity Individual Value \$17011.15, IRA Rollover \$195, 170.56

8/29/2008 Fidelity Check 14404386 , -\$1300.00 : Paul provided this money to me as if it was from his separate earnings at trial and then claimed it was for college expenses and for household support. Essentially he used concealed community assets as a way to keep his earnings. Our household budget was \$12000 minimum and our oldest son going to college that Fall.

**Temporary Order was filed on October 23, 2008 restraining parties from concealing, transferring, selling, using assets but Paul blatantly ignored in violation of the order, and he did not have this money in his financial declaration at the hearing nor ever include all his assets ever in this litigation. He committed perjury about this, then admitted he lied.**  
2/20/2009, sold for long term loss, -\$5187.20, 100 shares Airtan Holdings Inc (-\$588.91), 40 shares Boston Scientific Corp (-\$309.71), 70 shares Epiq Sys Inc (-\$19.01), 75 shares JetBlue Airways Corp (-\$651.41), 50 share Omnivision (-\$550.41), 30 shares Silicon Laboratories Inc OC Com (-\$327.91), 50 shares Sonic Solutions Inc (-\$569.41), 100 shares Southwest Airlines Co (-\$736.91), 50 shares Starbucks Corp (-\$803.41), 80 shares TTM Technologies Inc (-\$630.11) Paul purchased these stocks in 1998 in retaliation for and as a way to be defiant against my ethics agreement at work which I told him we could not own airline stocks.

3/17/2009 Check #1001, -\$3250.00 Paul used this money to pay Dr. Wendy Hutchins Cook

4/3/2009 Check #1002, -\$1029.00 Paul used this money to pay his share of WWU Spring Tuition.

6/2/2009 Check #1003, -\$3000.00

11/18/2009 sold for long term los, -\$663.59, 10 shares EMC Corp (-\$663.59), 75 shares Microsoft (GAIN \$319.27)

11/18/2009 \$1000.00, EFT FUNDS PAID ED71748802 /WEB Money Line Paid

1/12//2010 \$1762.50, EFT FUNDS PAID ED70181974 /WEB Money Line Paid

4.30

3:00

1/22/2010, sold for long term loss -\$2110.76, 19 shares Alcatel-Lucent Spon (-\$2110.76), 4 shares LSI Corp (-\$xx), 100 shares Microsoft Corp (GAIN \$673.49) 2/3/2010, X86-144690-1, transferred from, \$110.69

2/5/2010, \$3133.53, EFT FUNDS PAID ED72464155 /WEB Money Line Paid

Cash withdrawal summary:

8/29/08	1300.00 (fraudulently provided as his separate fund for household support)
3/17/09	3250.00 (fraudulently paid Dr, Cook, then filed for contempt on me for not being able to pay her my share, eventually I did, which means I paid $\frac{3}{4}$ since this money is $\frac{1}{2}$ mine.)
4/3/09	1029.00 (fraudulently used for spring 2009 WWU tuition)
6/2/09	3000.00
11/18/09	1000.00
1/12/10	1762.50 (used for Winter WWU tuition)
2/5/10	3133.53 (used for Paul's trip to Hawaii)

Paul's Total Cash withdrawn in contempt of legal order \$14,476.03

Stock sold for losses:

2/20/09	5187.20
11/18/09	\$ 663.59
1/22/10	\$2110.76

Loss Paul caused to community assets in contempt of Temporary Order is \$7961.55

For this account alone, Paul caused \$20,137.58 loss to community assets in contempt of Temporary Order.

Since Paul left in July 2008, I have paid \$60,000 to our home mortgage, and over \$15,000 in home maintenance. Paul has paid nothing to maintain the home, our largest community asset. The only other asset was the Fidelity cash account aside from our separate retirement funds. By February 28, 2010, the Fidelity stock account value was \$110.74 due to Paul's contempt of the Temporary Order. I should get credit for his contempt, and he should have to pay for the losses I suffered due to his contempt. Losses include my inability to pay Dr. Cook which could have been covered by this joint asset which Paul concealed and used to pay his share of Dr. Cook's fee. When I asked multiple times for money he owed for other shared expenses he responded by withholding all reimbursement for shared activity and medical in June and July 2009, and then he filed a motion for contempt for my non payment to Dr. Cook. Then, after my children paid the remaining \$1500 with check dated 8/15/2009, Paul filed a motion to delay trial and and motion of contempt for my intransigence for non payment of this fee. Then, a Judge separately fined me \$1500 on September 19, 2009 as a sanction against my non payment which was deemed contempt.

**References:**

1. February 1, 2010 –February 28, 2010 Fidelity Investment Report, Paul Mudrovich, Individual Acct # and IRA Rollover, CONSQ1FEBRUARY2010.pdf
2. February 1, 2009-February 28,2009 Fidelity Investment Report, Paul Mudrovich, Individual and IRA Rollover, CONSQ1FEBRUARY2009.pdf
3. January 1, 2010 – January 31, 2010, Fidelity Investment Report, Paul Mudrovich Individual and IRA Rollover, CONSQ1JANUARY2010.pdf
4. March 1, 2010 –March 31, 2010 Fidelity Investment Report, Paul Mudrovich, Individual and IRA Rollover, CONSQ1MARCH2009.pdf
5. June 1, 2008-June 30, 2008 Fidelity Investment Report, Paul Mudrovich, Individual and IRA Rollover, CONSQ2JUNE2008.pdf
6. June 1, 2009-June 30, 2009, Fidelity Investment Report, Paul Mudrovich Individual and IRA Rollover, CONS2JUNE2009.pdf
7. April 1 2009 –April 30, 2009 Fidelity Investment Report, Paul Mudrovich, Individual and IRA Rollover, CONSQ2APRIL2009.pdf
8. August 1, 2008 – August 31, 2008 Fidelity Investment Report, Paul Mudrovich Individual and IRA Rollover, CONSQ3AUGUST2008.pdf
9. November 1,2009 –November 30, 2009 Fidelity Investment Report, Paul Mudrovich, Individual and IRA Rollover, CONSQ4NOVEMBER2009.pdf
10. January 1, 2007 – December 31, 2007 Fidelity Investment Report, Paul Mudrovich, Individual and IRA Rollover, CONSQ12007.pdf
11. February 1, 2010 –February 28, 2010, Paul J Mudrovich and Barbara J. Mudrovich, With Rights of Survivorship, Account # X860144690, WROSQ1FEBRUARY2010.pdf

# Appendix L

# OLYMPIC LAW GROUP, PLLC

1221 East Pike Street

Suite 205

Seattle, WA 98122

Tax ID #20-0628559

Invoice submitted to:  
Barbara Mudrovich  
11651 SE 58th St.  
Bellevue WA 98006

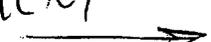
February 05, 2009

Invoice Reference To: Legal Separation  
Invoice #14805

## Professional Services

		<u>Hrs/Rate</u>	<u>Amount</u>
1/2/2009	LMM Review and respond to emails from client.	0.20 \$135.00/hr	27.00
	LMM Review and respond to email from client.	0.20 \$135.00/hr	27.00
1/5/2009	LMM Review email from client to OP.	0.20 \$135.00/hr	27.00
1/7/2009	LMM Email to client.	0.20 \$135.00/hr	27.00
1/8/2009	LMM Review and respond to email from client.	0.20 \$135.00/hr	27.00
	LMM Review file. Draft letter to Tsai.	1.00 \$135.00/hr	135.00
1/9/2009	LMM Revise letter to Tsai.	0.30 \$135.00/hr	40.50
	LMM Email to client.	0.20 \$135.00/hr	27.00
	LMM Telephone call from Richard Adler - Spoke	0.20 \$135.00/hr	27.00
	LMM Review email from Adler.	0.20 \$135.00/hr	27.00

		<u>Hrs/Rate</u>	<u>Amou</u>
2/18/2009	AEM Scanned, copied, filed and processed Response to Petition; forwarded to clerk of court via messenger.	0.20 \$50.00/hr	10.0
2/19/2009	LMM Review email from client.	0.30 \$135.00/hr	40.5
2/20/2009	DJM Meet with client Review husband's discovery responses and other matters.	2.50 \$300.00/hr	750.0
	LMM Review Mason County Assessor and Treasurer Website.	0.40 \$135.00/hr	54.0
	LMM Draft letter to Hutchins-Cook. instruct assistant.	0.20 \$135.00/hr	27.0
	AEM Scanned, copied filed and processed all documents provided by client during client's meeting with attorney.	0.40 \$50.00/hr	20.0
2/23/2009	LMM Review email exchange between client and OP.	0.20 \$135.00/hr	27.0
	DJM Email correspondence with client re: Dog and child issues.	0.20 \$300.00/hr	60.0
2/24/2009	DJM Attend meeting with client and Dr. Adler.	1.50 \$300.00/hr	450.0
	For professional services rendered	<u>12.90</u>	<u>\$2,446.00</u>
	Additional Charges :		
2/20/2009	Legal Research		59.90
2/25/2009	Photocopies		10.25
	Facsimile		2.00
	Total costs		<u>\$72.15</u>
	Total amount of this bill		<u>\$2,518.15</u>
	Previous balance		\$5,913.50
2/27/2009	Payment from account		(\$5,913.50)
	Total payments and adjustments		<u>(\$5,913.50)</u>
	Please replenish Client funds with		\$2,635.75

PAYMENT  
  
 WILL FOR DR. COOK

APPENDIX M

**Account Access**  
Your Civilian Account

**Account Balance**

Your account balance as of 07/01/2008.

Contributions to your account are being invested as follows:

L 2040 0%, L 2030 0%, L 2020 100%, L 2010 0%, L Income 0%  
G Fund 0%, F Fund 0%, C Fund 0%, S Fund 0%, I Fund 0%

Investment Fund	Shares	Share Price	Balance	Distribution	
<b>Lifecycle Funds:</b>					
L 2040	0.0000	\$16.6706	\$0.00	0.00%	
L 2030	0.0000	16.1319	0.00	0.00%	
L 2020	12,293.4856	15.6613	192,531.97	100.00%	
L 2010	0.0000	15.0573	0.00	0.00%	
L Income	0.0000	13.3806	0.00	0.00%	
<b>Individual Funds:</b>					
G Fund	Government Securities	0.0000	12.5102	0.00	0.00%
F Fund	Fixed Income Index	0.0000	12.0691	0.00	0.00%
C Fund	Common Stock Index	0.0000	14.6539	0.00	0.00%
S Fund	Small Cap Stock index	0.0000	18.2838	0.00	0.00%
I Fund	International Stock Index	0.0000	21.7343	0.00	0.00%
<b>Total</b>			\$192,531.97	100.00%	

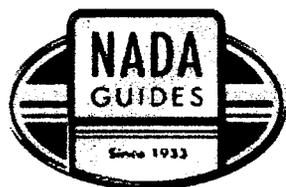
To see the distribution of your account balance displayed as a pie chart, click [here](#).

As-  
of 07 01 2008   
Date: MM DD YYYY

**Account Access Menu**

- [Your Account Balance](#) | [Participant Statements](#) | [Contribution Allocations](#) | [Interfund Transfers](#) | [Loans](#) | [Withdrawals](#) |
- [Custom ID](#) | [Change Web Password](#) | [Your TSP Address](#) | [Most Recent Transactions](#) | [Blocking Electronic Access](#) | [IRS Form 1099-R](#) |
- [Logout](#)

# Appendix N



## Vehicle Pricing & Information

NADAguides.com

11/22/2009

**Autos • Motorcycles • Boats • Collector Cars • Recreation Vehicles • Manufactured Homes**

1999 Toyota Corolla-4 Cyl. Sedan 4D CE

### PRICING

	<u>Rough Trade-In</u>	<u>Average Trade-In</u>	<u>Clean Trade-In</u>	<u>Clean Retail</u>
<b>Base Price</b>				
	\$1,850	\$2,550	\$3,125	\$4,950
<b>Mileage</b>				
140,000 miles	-\$50	-\$50	-\$50	-\$50
<b>Options</b>				
W/out Auto. Trans.	-\$175	-\$175	-\$175	-\$175
Power Windows	\$50	\$50	\$50	\$75
Cruise Control	\$50	\$50	\$50	\$75
Aluminum/Alloy Wheels	\$50	\$50	\$50	\$75
<b>TOTAL PRICE</b>	<b>\$1,775</b>	<b>\$2,475</b>	<b>\$3,050</b>	<b>\$4,950*</b>

#### Rough Trade-In

The Rough Trade-in values on nadaguides.com are meant to reflect a vehicle in rough condition. A vehicle with significant mechanical defects requiring repairs in order to restore reasonable running condition; Paint, body and wheel surfaces have considerable damage to their finish, which may include dull or faded (oxidized) paint, small to medium size dents, frame damage, rust, or obvious signs of previous repairs; Interior reflects above average wear, with inoperable equipment, damaged or missing trim, and heavily soiled /permanent imperfections on the headliner, carpet, and upholstery; May have a branded title and un-true mileage; Vehicle will need substantial reconditioning and repair to be made ready for resale; Some existing issues may be difficult to restore. Because individual vehicle condition varies greatly, users of nadaguides.com may need to make independent adjustments for actual vehicle condition.

#### Average Trade-In

The Average Trade-In values on nadaguides.com are meant to reflect a vehicle in average condition. A vehicle that is mechanically sound but may require some repairs/servicing to pass all necessary inspections; Paint, body and wheel surfaces have moderate imperfections and an average finish and shine which can be improved with restorative repair; Interior reflects some soiling and wear in relation to vehicle age, with all equipment operable or requiring minimal effort to make operable; Clean title history; Vehicle will need a fair degree of reconditioning to be made ready for resale. Because individual vehicle condition varies greatly, users of nadaguides.com may need to make independent adjustments for actual vehicle condition.

#### Clean Trade-In

The Clean Trade-In values on nadaguides.com are meant to reflect a vehicle in clean condition. A vehicle with no mechanical defects and passes all necessary inspections with

ease; Paint, body and wheels have minor surface scratching with a high gloss finish and shine; Interior reflects minimal soiling and wear, with all equipment in complete working order; Vehicle has a clean title history; Vehicle will need minimal reconditioning to be made ready for resale. Because individual vehicle condition varies greatly, users of nadaguides.com may need to make independent adjustments for actual vehicle condition.

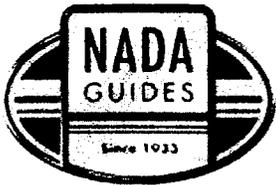
### Clean Retail

The Clean Retail values on nadaguides.com are meant to reflect a vehicle in clean condition. A vehicle with no mechanical defects and passes all necessary inspections with ease; Paint, body and wheels have minor surface scratching with a high gloss finish and shine; Interior reflects minimal soiling and wear, with all equipment in complete working order; Vehicle has a clean title history. Because individual vehicle condition varies greatly, users of nadaguides.com may need to make independent adjustments for actual vehicle condition.

The consumer values on nadaguides.com are based on the Consumer edition of the NADA Official Used Car Guide ®, and should not be utilized for industry purposes. The consumer values may vary from the NADA Official Used Car Guide values presented to you by insurance companies, banks, credit unions, government agencies and car dealers due to vehicle condition, regional market differences and frequency of updates.



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## Vehicle Pricing & Information

NADAguides.com

11/2/2009

**Autos • Motorcycles • Boats • Collector Cars • Recreation Vehicles • Manufactured Homes**

### Sedans

2007 Toyota YARIS-4 Cyl. Sedan 4D

## PRICING

	<u>Rough Trade-In</u>	<u>Average Trade-In</u>	<u>Clean Trade-In</u>	<u>Clean Retail</u>
<b>Base Price</b>	\$6,750	\$7,750	\$8,550	\$11,000
<b>Mileage</b>				
42,500 miles	N/A	N/A	N/A	N/A
<b>Options</b>				
W/out Auto. Trans.	-\$525	-\$525	-\$525	-\$525
Power Windows	\$125	\$125	\$125	\$150
Power Door Locks	\$125	\$125	\$125	\$150
<b>TOTAL PRICE</b>	<b>\$6,475</b>	<b>\$7,475</b>	<b>\$8,275</b>	<b>\$10,775*</b>

### Rough Trade-In

The Rough Trade-in values on nadaguides.com are meant to reflect a vehicle in rough condition. A vehicle with significant mechanical defects requiring repairs in order to restore reasonable running condition; Paint, body and wheel surfaces have considerable damage to their finish, which may include dull or faded (oxidized) paint, small to medium size dents, frame damage, rust, or obvious signs of previous repairs; Interior reflects above average wear, with inoperable equipment, damaged or missing trim, and heavily soiled /permanent imperfections on the headliner, carpet, and upholstery; May have a branded title and un-true mileage; Vehicle will need substantial reconditioning and repair to be made ready for resale; Some existing issues may be difficult to restore. Because individual vehicle condition varies greatly, users of nadaguides.com may need to make independent adjustments for actual vehicle condition.

### Average Trade-In

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### Clean Trade-In

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#### **Clean Retail**

The Clean Retail values on nadaguides.com are meant to reflect a vehicle in clean condition. A vehicle with no mechanical defects and passes all necessary inspections with ease; Paint, body and wheels have minor surface scratching with a high gloss finish and shine; Interior reflects minimal soiling and wear, with all equipment in complete working order; Vehicle has a clean title history. Because individual vehicle condition varies greatly, users of nadaguides.com may need to make independent adjustments for actual vehicle condition.

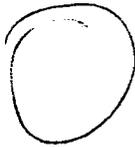
The consumer values on nadaguides.com are based on the Consumer edition of the NADA Official Used Car Guide®, and should not be utilized for industry purposes. The consumer values may vary from the NADA Official Used Car Guide values presented to you by insurance companies, banks, credit unions, government agencies and car dealers due to vehicle condition, regional market differences and frequency of updates.

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at one place

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**APPENDIX** 

Print - Close Window

Subject: RE: Payment and Report--Mudrovich  
From: Dennis McGlothlin (dennis@olympiclaw.com)  
To: phil@tlclawco.com;  
Cc: lindsey@olympiclaw.com; mudrovich6@yahoo.com;  
Date: Wed, 12 Aug 2009 11:39:25

You were supposed to read it to me and get my approval. You should have also sent me a copy when you sent it to the Judge, right? I still have not seen a copy of the order.

**From:** Phil Tsai [mailto:phil@tlclawco.com]  
**Sent:** Wednesday, August 12, 2009 11:30 AM  
**To:** Wendy Hutchins-Cook; phil@tlclawco.com; Dennis McGlothlin  
**Cc:** mudrovich6@yahoo.com  
**Subject:** RE: Payment and Report--Mudrovich

Dennis:

I believe you must have forgotten that during the pretrial conference, you advised me to submit the Order to Judge Clark without your signature because your server was down. I sent the Order to Judge Clark the day after the pretrial conference. Although I have not received a conformed copy of the order, it was signed by Judge Clark on August 3, 2009.

Very truly yours,

Philip C. Tsai  
Attorney at Law  
Tsai Law Company, PLLC  
2101 Fourth Avenue, Suite 1345  
Seattle, Washington 98121  
Phone: 206-728-8000  
Fax: 206-728-6869  
www.TLClawco.com

**On Wed Aug 12 11:25, Dennis McGlothlin sent:**

I understand and am doing my best. Mr. Tsai was supposed to prepare an order regarding Ms. Mudrovich paying the remainder of your fees, but I have not seen it yet.

**From:** Wendy Hutchins-Cook [mailto:hutchinscook@yahoo.com]  
**Sent:** Wednesday, August 12, 2009 10:47 AM  
**To:** phil@tlclawco.com; Dennis McGlothin  
**Subject:** Payment and Report--Mudrovich

Good morning:

I have not yet received Barbara's full payment for the evaluation and completion of the report.

I understand the statutory requirement for the report due date. I would, of course, like to receive full payment and get the report to you as soon as possible.

Regards,

Wendy

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Dr. Wendy Hutchins-Cook, Ph.D., ABPP  
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(f) 206-467-0212  
e-mail: [hutchinscook@yahoo.com](mailto:hutchinscook@yahoo.com)

**Court of Appeals Division I of WASHINGTON**

Barbara Baillie (f/k/a Mudrovich),  
Appellant,

And

Paul Mudrovich,  
Respondent.

65512-4-I  
NO. 66512-4-1

**PROOF OF MAILING  
(AFML)**

I certify under the penalty of perjury under the laws of the state of Washington that I am 18 years of age or older and I am not the Appellant or the Respondent, and that on

8/17/2011 (Date) I deposited the following documents:

- **Reply Brief of the Appellant**

in the U.S. mail, addressed to the Petitioner's Attorney Phil Tsai at his last known address:  
2101 4<sup>th</sup> Ave, Suite 1560, Seattle, WA 98121

Signed on 8/17/2011 at Bellevue, Washington.  
(Date) (Place)

Signature

Chris Mudrovich

Print Name

FILED  
COURT OF APPEALS DIV I  
STATE OF WASHINGTON  
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