66104-5

66104-5

NO. 66104-3

COURT OF APPEALS, DIVISION I
OF THE STATE OF WASHINGTON

In re the Marriage of

YVETTE BETTATI, Respondent,

v.

ARTHUR BETTATI, Appellant.

BRIEF OF APPELLANT

FILED
COURT OF APPEALS
STATE OF WASHINGTON
2011 JUN 10 AM 10:55

ARTHUR J. BETTATI, JR.
APPELLANT PRO SE

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

BRIEF OF APPELLANT

TABLE OF CONTENTS

A. Assignments of Error _____ Page 1

Assignments of Error – No. 1 _____ Page 1

Issues Pertaining to Assignments of Error

No. 1 _____ Page 1

No. 2 _____ Page 1

No. 3 _____ Page 2

No. 4 _____ Page 2

No. 5 _____ Page 2

No. 6 _____ Page 2

B. Statement of the Case _____ Page 3

C. Summary of Argument _____ Page 11

D. Argument _____ Page 11

Due Process Clause of the Fourteenth Amendment _____ Page 11

The Three Prongs of Jurisdiction _____ Page 13

a. Jurisdiction over the res _____ Page 13

b. Jurisdiction over the parties _____ Page 14

c. Jurisdiction over the subject matter _____ Page 15

Domicile _____ Page 16

Forum Non-conveniens _____ Page 16

Comity _____ Page 17

General Appearance _____ Page 19

California's Long Arm Statue _____ Page 19

Constitutionally-Permissible Basis for Exercise of Personal

Jurisdiction _____ Page 20

E. Conclusion _____ Page 24

F. Appendix _____ Page 29

Exhibit 1 – November 30, 2007 State of Washington Court Order _

_____ Page 33

Exhibit 2 – January 28, 2008 State of California Court Order _____

_____ Page 35

Exhibit 3 – September 25, 2008 State of Washington Court Findings

of Fact and Conclusions of Law, and Decree of Dissolution _____

_____ Page 38

Exhibit 4 – Current 2010-2011 California Property Tax Bill _____

_____ Page 52

Exhibit 5 – State of California Vehicle Title – 2003 Honda _____

_____ Page 54

Exhibit 6 – State of California Vehicle Title – 2004 Honda _____

_____ Page 56

Exhibit 7 – Respondent's Colorado Residential Lease Agreement _ _____ Page 58

Exhibit 8 – June 14, 2010 Letter from Respondent's California Attorney _____ Page 68

Exhibit 9 – June 21, 2010 Letter from Respondent's California Attorney _____ Page 70

Exhibit 10 – December 3, 2007 Order Determining Disposition Of Ex Parte Application – Family Law _____ Page 72

Exhibit 11 – December 18, 2007 Endorsed Stipulation And Order RE: Christmas 2007 Parenting-Time _____ Page 74

Exhibit 12 – January 17, 2008 Endorsed Stipulation And Order RE: January 2008 Parenting Time _____ Page 79

Exhibit 13 – February 19, 2008 Endorsed Stipulation And Order RE: February 2008 Parenting Time _____ Page 84

Exhibit 14 – March 10, 2008 Respondent's Stipulation And Order RE: Private Mediation _____ Page 89

Exhibit 15 – March 25, 2008 Endorsed Stipulation And Order RE: March 2008 Parenting Time _____ Page 94

Exhibit 16 – April 15, 2008 Endorsed Stipulation And Order RE: April 2008 Parenting Time _____ Page 99

Exhibit 17 – June 3, 2008 Endorsed Stipulation And Order RE:

May 2008 Parenting Time _____ Page 104

Exhibit 18 – June 16, 2008 Endorsed Stipulation And Order RE:

June/July 2008 Parenting Time _____ Page 108

Exhibit 19 – July 25, 2008 Endorsed Stipulation And Order RE:

July – September 1, 2008 Parenting Time _____ Page 118

Exhibit 20 – October 22, 2008 Endorsed Stipulation And Order RE:

Child Custody; Appointment Of Special Master _____ Page 123

Exhibit 21 – December 5, 2008 Special Master Decision And Order

#1 _____ Page 139

Exhibit 22 – March 9, 2009 Special Master Decision And Order #2

_____ Page 143

Exhibit 23 – April 22, 2009 Special Master Decision And Order #3

_____ Page 148

Exhibit 24 – May 13, 2009 Endorsed Order To Show Cause: Ex

Parte Order For Return To Mediation As Recommended by Special

Master _____ Page 152

Exhibit 25 – May 13, 2009 Respondent's Endorsed Order

For Private Mediation _____ Page 154

Exhibit 26 – August 13, 2009 Special Master Decision And Order #4

_____ Page 156

Exhibit 27 – May 5, 2010 Special Master Decision And Order #5 _ _____ Page 160

Exhibit 28 – November 30, 2009 Stipulation and Order for Appointment Of Child Custody Evaluator _____ Page 164

Exhibit 29 – September 27, 2010 Findings and Order After Hearing _____ Page 173

Exhibit 30 – August 16, 2010 State of Washington Court GRANTED Appellant's Motion and Order to send all remaining issues back to the California Courts _____ Page 175

TABLE OF AUTHORITIES

Table of Cases

Burger King Corp. v. Rudzewicz (1985) 471 US 462 _____ Page 23

Burnham v. Superior Court (Burnham) (1990) 495 U.S. 604 _____ Page 21

Burnham v. Superior Court (Burnham), supra 495 U.S. at 618 ____ Page 22

International Shoe Co. v. Washington 326 U.S. 310, 66 S. Ct. 154, 90 L.Ed. 95, (1945) _____ Page 12

International Show v. State of Washington (1945) 326 US 310 ____ Page 23

Johnson v. Spider Staging Co., 87 Wn.2d 577, 579, 555 P.2d 997 (1976) _ _____ Page 16

Kulko v. Superior Court (Horn) (1978) 436 US 84 _____ Page 23

Marriage of Strohmaier, 34 Wn. App. 14, 17, 18, 659 P.2d 534 (1983) ___ _____ Page 16

Schroeder v. Schroeder, 74 Wn.2d 853, 447 P.2d 604 (1968) _____ Page 24

Smith vs. Smith (1955) 45 Cal.2d 235, 239 _____ Page 13

Constitutional Provisions

Due Process Clause of the Fourteenth Amendment _____ Page 11

Statutes

Uniform Child Custody Jurisdiction and Enforcement Act (UCCJEA) ____ _____ Page 12

Revised Code of Washington (RCW) 4.12.030 (3) _____ Page 12

California Government Code §244 (g) _____ Page 14

California Code of Civil Procedure, Section 410.10 _____ Page 19

California Family Code Section 2030 _____ Page 26

Regulations and Rules

Washington State Court Rules: Superior Court Civil Rule 82 – Venue ___ _____ Page 24

King County Local Rules: LCR 82 – Case Assignment Area _____ Page 24

Other Authorities

Black's Law Dictionary – Comity _____ Page 17

APPELLANT'S OPENING BRIEF

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

A. ASSIGNMENTS OF ERROR

Assignments of Error

1. The State of Washington Trial Court erred in entering Respondent's September 10, 2010 Order Granting Motion For Reconsideration, denying Appellant's August 18, 2010 Order Granting Motion to Change Venue to State of California Courts.

Issues Pertaining to Assignments of Error

1. Does the State of Washington Court have authority to maintain *in personam* jurisdiction over both the Respondent and Appellant in this case if neither party is a resident of the State of Washington? (Assignment of Error 1.)

2. Does the State of Washington Court have authority to maintain *in personam* jurisdiction over both the Respondent and Appellant in this case when neither party has minimum contacts in the State of Washington? (Assignment of Error 1.)

3. Does the State of California Court have authority to maintain *in personam* jurisdiction over both the Respondent and Appellant in this case when both parties have minimum contacts in the State of California? (Assignment of Error 1.)

4. Does the State of Washington Court have authority to maintain *in personam* jurisdiction over both the Respondent and Appellant in this case if the *Three Prongs of Jurisdiction* Test indicates the State of California Court is the proper forum for ongoing proceedings? (Assignment of Error 1.)

5. Does the State of Washington Court have authority to maintain *in personam* jurisdiction over both the Respondent and Appellant in this case if the principle of *forum non-conveniens* indicates the State of Washington Court is no longer a convenient or appropriate forum for the parties in the ongoing proceedings in the State of California Court? (Assignment of Error 1.)

6. Does the State of Washington Court have authority to maintain *in personam* jurisdiction over both the Respondent and Appellant in this case if the State of Washington Court's maintenance of in personam jurisdiction over the parties represents a violation of "*traditional notions of fair play and substantial justice*?" (Assignment of Error 1.)

B. STATEMENT OF CASE

1. I am the Appellant herein, and the Father of Amelia Bettati. The State of Washington Court previously dissolved my marriage to the Respondent, Yvette Bettati, Amelia's Mother, on September 25, 2008. The Respondent has remarried and has moved to the State of Colorado on August 2, 2010. The Respondent no longer resides in the State of Washington, and has indicated repeatedly that she plans to permanently reside in Castle Rock, Colorado, where her husband has been residing.

2. The State of California Court continues to exercise jurisdiction over child custody matters related to our Daughter, Amelia. The next scheduled Court hearing in the Superior Court of California, County of Sacramento is on June 22, 2011, which concerns ongoing child custody issues.

3. In June 2007, I filed for legal separation in the State of California. In October 2007, the Respondent filed for dissolution in the State of Washington shortly after relocating there from the State of California.

4. On November 30, 2007 a State of Washington Court Order (Clerk's Papers page 201; **Exhibit 1**) was issued by Judge Theresa Doyle designating that "*the court cannot find under the facts presented, that Washington has jurisdiction with respect to orders pertaining to the minor child. The order is granted as to orders pertaining to property.*"

5. On January 28, 2008 a State of California Court Order (Clerk's Papers pages 203-204; **Exhibit 2**) was issued by Judge Eugene Balonon designating that California would retain jurisdiction over child custody and parenting issues under the UCCJEA, and that the State of Washington would retain jurisdiction over financial matters related to the dissolution action.

6. On September 25, 2008, the State of Washington Court entered Findings of Fact and Conclusions of Law and a Decree of Dissolution (Clerk's Papers pages 206-218; **Exhibit 3**) approving the parties' separation agreement but reserved ruling on Child Support, and remaining financial issues including spousal support and attorney's fees.

7. The State of California Court has continuously retained jurisdiction over child custody issues.

8) Both the Respondent and I continue to co-own real property in the State of California, and I continue to reside in California, as I have continuously since birth.

9. Again, the Respondent no longer resides in the State of Washington, and has relocated, this time to Colorado.

10. With respect to the January 28, 2008 State of California Court Order (**Exhibit 2**), there was no evidentiary hearing concerning this Order regarding jurisdiction, therefore the Order is not a final Order.

11. There is a mistake of law in the issuance of the January 28, 2008 State of California Court Order (**Exhibit 2**), in that Judge Balonon did not contemplate or address the fact that the Respondent owned real property (and continues to co-own real property) in the State of California:

a. Respondent has continuously owned real estate in Sacramento, California since 1996, and continues to co-own the Fair Oaks, California home our daughter and I now live in (Clerk's Papers page 220; **Exhibit 4** – Current 2010-2011 California Property Tax Bill);

b. Respondent continues to be a California registered owner of automobiles that were awarded to me in the divorce settlement (Clerk's Papers page 222; **Exhibit 5 &** Clerk's Papers page 224; **Exhibit 6** – State of California Vehicle Titles);

c. Respondent is subject to lawsuit and other legal action in California related to co-ownership of real property.

12. Since the November 30, 2007 State of Washington Court Order, and the January 28, 2008 State of California Court Order there are significant NEW facts:

a. THE CIRCUMSTANCES OF JURISDICTION HAVE CHANGED SUBSTANTIALLY since the time of the November 2007 and January 2008 Court Orders, as RESPONDENT HAS

MOVED TO COLORADO AND NO LONGER LIVES IN THE STATE OF WASHINGTON, AND I HAVE NO CONNECTION WITH COLORADO, HAVING NEVER LIVED THERE, OR THE STATE OF WASHINGTON.

b. On August 2, 2010 the Respondent formally relocated to Colorado, after having leased a residence there at 2509 Saddleback Court, Castle Rock, Colorado 80104, with her husband in February 2010 (Clerk's Papers pages 226-234; **Exhibit 7** – Respondent's Colorado Residential Lease Agreement). Notification and confirmation of the Respondent's relocation to Colorado was provided on June 14, 2010 and June 21, 2010 in letters from the Respondent's California attorney Charlotte Keeley (Clerk's Papers page 236; **Exhibit 8 &** Clerk's Papers page 238; **Exhibit 9**).

c. On August 9, 2010 the Respondent commenced new employment as a Senior Vice President, Global Risk Management Practice Leader with Marsh, Inc., located at 1225 – 17th Street, Suite 2100, Denver, Colorado 80202-5521. Notification and Confirmation of the Respondent's new employment in Colorado was provided on June 14, 2010 and June 21, 2010 in letters from the Respondent's California attorney Charlotte Keeley (also **Exhibits 8 & 9**).

13. The State of California Court has exercised, and continues to exercise personal jurisdiction over the Respondent through multiple Court Orders including the following:

- December 3, 2007 Order Determining Disposition Of Ex Parte Application – Family Law (Clerk's Papers page 240; **Exhibit 10**);
- December 18, 2007 Endorsed Stipulation And Order RE: Christmas 2007 Parenting-Time (Clerk's Papers pages 242-245; **Exhibit 11**);
- January 17, 2008 Endorsed Stipulation And Order RE: January 2008 Parenting Time (Clerk's Papers pages 247-250; **Exhibit 12**);
- February 19, 2008 Endorsed Stipulation And Order RE: February 2008 Parenting Time (Clerk's Papers pages 252-255; **Exhibit 13**);
- March 10, 2008 Respondent's Stipulation And Order RE: Private Mediation (Clerk's Papers pages 257-260; **Exhibit 14**);
- March 25, 2008 Endorsed Stipulation And Order RE: March 2008 Parenting Time (Clerk's Papers pages 262-265; **Exhibit 15**);
- April 15, 2008 Endorsed Stipulation And Order RE: April 2008 Parenting Time (Clerk's Papers pages 267-270; **Exhibit 16**);
- June 3, 2008 Endorsed Stipulation And Order RE: May 2008 Parenting Time (Clerk's Papers pages 272-274; **Exhibit 17**);

- June 16, 2008 Endorsed Stipulation And Order RE: June/July 2008 Parenting Time (Clerk's Papers pages 276-284; **Exhibit 18**);
- July 25, 2008 Endorsed Stipulation And Order RE: July – September 1, 2008 Parenting Time (Clerk's Papers pages 286-289; **Exhibit 19**);
- October 22, 2008 Endorsed Stipulation And Order RE: Child Custody; Appointment Of Special Master (Clerk's Papers pages 291-305; **Exhibit 20**);
- December 5, 2008 Special Master Decision And Order #1 (Clerk's Papers pages 307-309; **Exhibit 21**);
- March 9, 2009 Special Master Decision And Order #2 (Clerk's Papers pages 311-314; **Exhibit 22**);
- April 22, 2009 Special Master Decision And Order #3 (Clerk's Papers pages 316-318; **Exhibit 23**);
- May 13, 2009 Endorsed Order To Show Cause: Ex Parte Order For Return To Mediation As Recommended by Special Master (Clerk's Papers page 320; **Exhibit 24**);
- May 13, 2009 Respondent's Endorsed Order For Private Mediation (Clerk's Papers page 322; **Exhibit 25**);
- August 13, 2009 Special Master Decision And Order #4 (Clerk's Papers pages 324-326; **Exhibit 26**);

- May 5, 2010 Special Master Decision And Order #5 (Clerk's Papers pages 328-330; **Exhibit 27**);
- November 30, 2009 Stipulation and Order for Appointment Of Child Custody Evaluator (Clerk's Papers pages 332-339; **Exhibit 28**);
- September 27, 2010 Findings and Order After Hearing (Clerk's Papers page 341; **Exhibit 29**).

14. Under the October 22, 2008 Stipulation And Order RE: Child Custody; Appointment Of Special Master (also **Exhibit 20**), financial arrangements concerning designation of a Special Master have been ordered – in contradiction to the November 30, 2007 State of Washington Court Order and January 28, 2008 State of California Court Order, both of which designate financial issues to the State of Washington.

15. The State of California Court has exercised *in personam* jurisdiction over the Respondent by ordering the Respondent's appearance at a Mandatory Settlement Conference on January 20, 2011 and subsequent Court trial on February 3, 4, and 17, 2011. Respondent requested the trial, which concerned the primary issue of the Court's adoption of the child custody Evaluation Report, at which the Respondent was compelled to make a general appearance.

16. The final September 25, 2008 State of Washington Divorce Settlement and Judgment (also **Exhibit 3**) has been registered in the State of California Court as an Out-of-State Support Order and sister-state judgment.

17. **On August 16, 2010 the State of Washington Court GRANTED Appellant's Motion and Order (Clerk's Papers pages 343-344; Exhibit 30) to send all remaining issues back to the California Courts. In so doing, the State of Washington Court ordered: "*IT IS THEREFORE ORDERED, ADJUDGED AND DECREED, that the venue and jurisdiction over the remaining issues in this matter is hereby transferred to the court in the state of California that currently has before it parenting issues relating to Amelia Bettati.*"**

18. On September 10, 2010 in the State of Washington Trial Court's Ruling on Respondent's Motion For Reconsideration, **the Trial Court overturned its earlier August 16, 2010 Ruling and Order**, which had granted my (Appellant's) Motion for Change of Venue to the California Courts, **without any explanation or reasoning for its decision to do so.**

19. The Respondent has consistently and continuously been represented by legal counsel (Charlotte Keeley) in the State of California since the commencement of this action. Respondent's California legal counsel is well acquainted with all aspects of this case and has submitted

detailed and lengthy declarations to the State of Washington Court (Clerk's Papers pages 33-128; 142-165).

20. Contrary to the statements of Respondent's State of Washington attorney, Camden M. Hall (Clerk's Papers page 168), I have not received an equitable award of attorney fees, and as a result I am unable to afford legal counsel, and I am not represented by an attorney in either California (concerning ongoing child custody litigation there) or the State of Washington (concerning this Appeal).

C. SUMMARY OF ARGUMENT

The State of Washington Court does not have continuing authority to exercise jurisdiction over remaining issues in this case. The State of California Court does have authority to exercise jurisdiction over remaining issues in this case.

D. ARGUMENT / LEGAL AUTHORITY

1. The authorities and facts cited above and the inherent authority of this Court. In addition:

2. The Due Process Clause of the Fourteenth Amendment of the United States Constitution operates to limit the power of a State to assert *in personam* jurisdiction over a non-resident litigant. Given the significant

changes in facts and circumstances evident in this matter, and with utmost respect to the Court, the State of Washington Court no longer has cause to assert *in personam* jurisdiction over either the Respondent or me, as neither the Respondent nor I are residents of the State of Washington.

3. Under *International Shoe Co. v. Washington* 326 U.S. 310, 66 S. Ct. 154, 90 L.Ed. 95, (1945), a State must have minimum contacts with a litigant in order to assert personal jurisdiction over the litigant. Neither the Respondent, nor I have *ANY* contacts with the State of Washington now. However, the Respondent and I continue to have significant (and far above the "minimum") contacts with the State of California as cited and delineated herein.

4. The Revised Code of Washington (RCW) 4.12.030 (3) states grounds authorizing a change of venue include "*that the convenience of witnesses or the ends of justice would be forwarded by the change.*" The State of Washington Court has never been a convenient venue for me as I initially argued in 2007 at the commencement of these proceedings. Now that neither party has resided in the State of Washington for some time, and neither Respondent's nor my contacts with the State of Washington meet the threshold "minimum" in order for the Court to maintain personal jurisdiction over either the Respondent or myself, the "*ends of justice would be forwarded by the change*" of venue to the State of California

Court, as I have argued, and am arguing herein.

5. **Three Prongs of Jurisdiction** - The current child custody action in the State of California is a continuation of the overall domestic relations case. Jurisdiction to adjudicate a domestic relations case encompasses three independent jurisdictional requirements:

a. Jurisdiction over the *res.* Marriage dissolution is an *in rem* proceeding, in which marriage is the "*res*" which is to be adjudicated. The location of the marital *res* is tested by either spouse's domicile. A court has jurisdiction to adjudicate marriage dissolution if either spouse is domiciled within the State at the time of the proceeding, even if one spouse is a nonresident, not subject to the court's personal jurisdiction. Domicile is defined as a physical presence within the State and the intent to remain *Smith vs. Smith* (1955) 45 Cal.2d 235, 239. With this in mind, the dissolution action has concluded in the State of Washington and the Respondent has since relocated to the State of Colorado in August 2010. The final September 25, 2008 State of Washington Divorce Settlement and Judgment (also **Exhibit 3**) has been registered in California as a sister-state judgment. I have continuously been domiciled in the State of California my entire life, have lived here in the same family residence for the past 11

years (NEVER abandoning my residence), and fully intend to remain here. California Government Code §244 (g) provides: "*A married person shall have the right to retain his or her legal residence in the State of California notwithstanding the legal residence or domicile of his or her spouse*," and I maintained my legal residence in the State of California even during the period of time over the summer of 2007 when I was attempting to save my marriage in the State of Washington with my wife (Respondent) at the time. Given these facts, particularly that the dissolution action has long since concluded in the State of Washington, jurisdiction over the *res* of the continuing action should be found to be proper in the State of California.

b. Jurisdiction over the parties. The State of California Court's authority to render binding judgments and orders imposing personal obligations on the parties or affecting their personal rights (i.e., parenting-time, participation in mediation and evaluation, settlement conference, and Court hearing and trial appearances) requires that the parties be subject to the forum State's personal (*in personam*) jurisdiction. The Court must exercise personal jurisdiction in conformity with constitutional due process. As demonstrated earlier with the delineation of numerous Court

Orders already issued by the State of California Court, as well as the Respondent's appearances at trial, personal jurisdiction in California over the parties has clearly been established.

c. Jurisdiction over the subject matter. Jurisdiction of the State of California Court to adjudicate ongoing child custody issues is conferred by application of the Uniform Child Custody Jurisdiction and Enforcement Act (UCCJEA) and is not dependent upon the residence of domicile of either party, and California has elected to exercise subject matter jurisdiction in this ongoing proceeding. Given the significant changes in facts and circumstances delineated herein, respectfully, the State of Washington Court no longer has the authority to exercise jurisdiction over the remaining subject matter or unresolved issues associated with the ongoing child custody proceeding in the State of California Court. Given renewed application of the Three Prongs of Jurisdiction Test, it is evident the State of California Court ***does*** have the authority to exercise jurisdiction over the remaining subject matter and unresolved issues in this case and "*the ends of justice would be forwarded*" by the State of California Courts opportunity and election to do so.

6. **Domicile** – Domicile, as a basis for the State of Washington Court's ongoing application of personal jurisdiction, has two aspects: physical presence and intent to reside. The indispensable elements of domicile are "residence in fact coupled with the intent to make a place of residence one's home," *Marriage of Strohmaier*, 34 Wn. App. 14, 17, 18, 659 P.2d 534 (1983). The Respondent has not been domiciled in the State of Washington since August 2010, and for all practical purposes, I have never been domiciled in the State of Washington.

7. ***Forum Non-conveniens*** refers to the discretionary power of the [State of Washington] Court to decline jurisdiction when the convenience of the parties and the ends of justice would be better served if the action were brought and tried in another forum, *Johnson v. Spider Staging Co.*, 87 Wn.2d 577, 579, 555 P.2d 997 (1976).

a. The State of Washington is no longer a convenient forum for either me or the Respondent, and neither of us have any connection to the State of Washington, now that the Respondent has moved to Colorado.

b. The child custody portion of this action is still ongoing in the State of California and the ends of justice ***would*** be better served if all remaining issues in this case were either declined and vacated by the State of Washington Court, or transferred (as originally ordered

by the Court – **Ex. 30**) to the State of California Court for ongoing adjudication.

c. I cannot financially support ongoing litigation in the State of Washington in any way, making continuing litigation in the State of Washington Courts *forum non-conveniens* in its truest sense for me.

Counsel for Respondent argues that the State of Washington Court "does not have the authority to tell the California Court to assume *in personam* jurisdiction over petitioner" (now Respondent in this Appeal) (Clerk's Papers Page 166). I believe the State of Washington Court has the authority to DECLINE AND VACATE ALL State of Washington *in personam* jurisdiction in this matter (as it is within the Court's authority under *forum non-conveniens,* the ends of justice, and "*traditional notices of fair play and substantial justice*"), which given the evident significant changes in facts and circumstances, will then allow the State of California Court to make a fresh determination regarding *in personam* jurisdiction over the Respondent.

8. **Comity** – Comity is defined by *Black's Law Dictionary* as a rule of courtesy by which one Court defers to the concomitant jurisdiction of another. Judicial comity is not a rule of law, but one of practical convenience and expediency and is particularly relevant to this matter

before the Court whereas domestic relations proceedings have been concluded in the State of Washington Courts, but child custody proceedings are ongoing in the State of California Courts, and there are significant multiple unresolved financial issues associated with the ongoing California proceedings.

a. Comity and the prevention of further multiple and vexatious litigation in the States of Washington and California Courts militate in favor of transfer of venue, or at a minimum, abatement of *in personam* jurisdiction in the State of Washington Courts. Abatement of *in personam* jurisdiction in the State of Washington Court, and factors including the continuing threat and cost of multiple litigation (which has been personally disastrous for me), convenience of the parties, and the relative interests of the competing forums, serve as the basis for whether an action will be abated.

b. Abatement is an appropriate consideration for the ends of justice when, given all of the points and authorities herein; the proceedings in the State of Washington Court have concluded; neither party now has any ties to the State of Washington; and ongoing custody proceedings are prohibited from global resolution

in the State of California Court because of the State of Washington Court's jurisdictional hold related to ongoing financial issues.

9. **General Appearance** – The Respondent has made general appearances in the State of California Court by appearing at a Sacramento Superior Court Mandatory Settlement Conference on January 20, 2011 and subsequent Sacramento Superior Court trial on February 3,4, and 17, 2011.

Where a person makes a general appearance, i.e., one in which the individual takes part in the action or proceeding by pleading or participation in a trial, such general appearance operates as a consent to *in personam* jurisdiction. Respondent has, in all practical and real effect consented to *in personam* jurisdiction to the State of California Court by virtue of her multiple personal appearances in Court and at trial.

10. **California's Long Arm Statute** – California's Code of Civil Procedure, Section 410.10 states that "*a Court of this State may exercise jurisdiction on any basis not inconsistent with the Constitution of this State or of the United States.*" The Judicial Council Comment to the Code of Civil Procedure Section 410.10 lists eleven (11) bases of judicial jurisdiction over individuals:

A) Presence

B) Domicile

C) Residence

D) Citizenship

E) Consent

F) Appearance

G) Doing Business in State

H) Doing an Act in State

I) Causing Effect in State by Act or Omission Elsewhere

J) Ownership, Use or Possession of Thing in State

K) Other Relationships

In accordance with *California's Long Arm Statute* and the facts listed herein, the State of California Court now and instantly maintains *in personam* jurisdiction over the Respondent as she has made multiple personal Court appearances (F – Appearance) and she has continuously owned real estate and vehicles (10 – Ownership, Use or Possession of Thing in State) in the State of California.

11. **Constitutionally-Permissible Basis for Exercise of Personal Jurisdiction** – The California Court's exercise of personal jurisdiction over the Respondent is consistent with due process so long as it rests on "*principles traditionally followed by American Courts in marking out the territorial limits of each State's authority*" and "*it does not violate*

traditional notions of fair play and substantial justice." *Burnham v. Superior Court (Burnham)* (1990) 495 U.S. 604. Traditional notices of fair play and substantial justice permit the exercise of personal jurisdiction on the basis of either:

a. Physical presence in the forum State when personally served with process; or

b. Domicile in the forum State at the time of suit is commenced; or

c. Minimum contacts with the forum State, but if such minimum contacts are not substantial, continuous and systematic, minimum contacts confer personal jurisdiction only in suits arising out of those contacts. Id, 495 U.S. at 609.

d. As demonstrated herein, Respondent *HAS "continuous...minimum contacts"* with the State of California by virtue of real estate ownership and vehicle title registration, and under the Constitutional basis above, exercise of personal jurisdiction over the Respondent by the State of California Court is appropriate.

e. Given the facts herein, the State of Washington Court's continued maintenance of personal jurisdiction over the parties, given substantial ongoing child custody proceedings in the State of California Court, and unresolved financial matters specifically related to those proceedings, is unfairly prohibitive of, and does

violate "*traditional notions of fair play and substantial justice*" with regard to the ongoing State of California Court proceedings.

12. The validity of jurisdiction over a non-consenting party who is not present in the forum State depends upon whether the quality and nature of [the party's] activity in relation to the forum...renders such jurisdiction consistent with "*traditional notices of fair play and substantial justice*." *Burnham v. Superior Court (Burnham), supra* 495 U.S. at 618. The existence of Constitutionally-sufficient minimum contacts turns ultimately on the facts of each case. The determination, however, must rest on a finding of two (2) fundamental factors:

a. **Purposeful availment**: Some act by which the non-resident party (Respondent) has purposefully availed herself of the privilege of conduction activities within the Forum State, thus invoking the benefits and protections of the forum States laws. The Respondent meets the requirements of this factor through real and other property ownership in the State of California, as well as general appearances in trial in the State of California Court;

-and-

b. **Nexus**: A sufficient relationship between the nonresident and the forum State such that it is reasonable and fair to require the Respondent to appear locally to conduct a defense (again, the

Respondent has been compelled to appear in trial in the State of California Court, and in fact initiated the trial proceedings). The fairness determination requires a balancing of the burden of inconvenience to the [Respondent] against [Appellant's] interest in obtaining effective relief, and the State's interest in adjudicating the particular dispute. *Kulko v. Superior Court (Horn)* (1978) 436 US 84; *Burger King Corp. v. Rudzewicz* (1985) 471 US 462; *International Show v. State of Washington* (1945) 326 US 310.

c. Under these considerations, the State of Washington Court's transfer of personal jurisdiction and remaining issues (or at a minimum, decision to decline and vacate ongoing personal jurisdiction and remaining issues) and the State of California Court's exercise of personal jurisdiction and assumption of remaining issues (or at a minimum, the State of California Court's ability to consider exercise of personal jurisdiction and assumption of remaining issues) would be reasonable and compatible with notions of fair play and substantial justice.

13. Generally, a Motion for a Change of Venue (as was initially granted by the State of Washington Trial Court in it's August 16, 2010 Ruling and Order which transferred the venue for all remaining issues to the State of California Courts) should be granted if the dissolution was

filed in a county where neither party resides, *Schroeder v. Schroeder*, 74 Wn.2d 853, 447 P.2d 604 (1968). As delineated herein, due to significant changes in facts and circumstances, neither party now resides in the county where the dissolution was filed, and the August 16, 2010 Trial Court Ordered Change of Venue for ongoing issues in this case should have been upheld.

14. Washington State Court Rules: Superior Court Civil Rule 82 – Venue.

15. King County Local Rules: LCR 82 – Case Assignment Area.

E. CONCLUSION

1. I am respectfully requesting that the Court of Appeals, Division 1 of the State of Washington OVERTURN the lower State of Washington Court's Decision and Order to maintain jurisdiction over remaining issues in this case in the State of Washington Court, as well as the Court's decision not to transfer remaining issues in this Case to the State of California Court.

2. I am respectfully requesting that the Court of Appeals, Division 1 of the State of Washington grant my Appeal and transfer all remaining issues to the State of California Court for the following reasons:

a. As indicated and delineated by the extensive facts above, THERE HAVE BEEN SIGNIFICANT CHANGES IN FACTS AND CIRCUMSTANCES since the State of Washington November 30, 2007 and State of California January 28, 2008 Court Orders were issued, making neither the State of Washington, nor Colorado (where Respondent now resides) an appropriate or convenient forum for remaining issues in this case;

b. It is a glaring disparity, shockingly unreasonable, and stands in complete opposition to traditional notions of fair play and substantial justice that Respondent is allowed to spend in excess of $200,000 (and growing) on attorney fees between the States of Washington and California – having no reasonable counterbalance and outspending me with impunity – while I have not received any equitable, income-based attorney fee awards. I still owe my counsel approximately $65,000 in unpaid legal fees and I am forced go forward in ongoing proceedings with no legal representation;

c. The mere fact that financial matters, e.g. attorney's fees and sanctions cannot be heard in the State of California Court provides the Respondent with the ability to legally and financially

overwhelm me in my effort to secure a custody and parenting arrangement that is in the best interest of our Daughter;

d. The Respondent would likely be ordered to pay significant attorney's fees and costs to me for past, present, and future litigation of custody issues. To date, the Respondent has paid none of my fees and costs for the ongoing custody case in the State of California. In the State of California Court an award of attorney's fees and costs is based on the disparity of income of the parties pursuant to California Family Code Section 2030. The Respondent has substantially greater income than I; this is likely one of the primary reasons the Respondent does not want financial matters heard in the State of California Court as she will have significant financial exposure;

e. Due to the restrictions of both the State of Washington November 30, 2007 Court Order, and State of California January 28, 2008 Court Order, I have been financially unable to continue paying for legal representation, and I am currently Pro Se in both the States of Washington and California, and without absolutely essential experienced legal representation. This extreme and shocking disparity in legal representation between Respondent and me has

resulted in placing my Daughter's parenting time and relationship with me significantly at risk;

f. The *Three Prongs of Jurisdiction* Test demonstrates Respondent has the requisite "minimum contacts" with the State of California, and now properly indicates the State of California Court is the appropriate forum for all remaining issues associated with this continuing action.

3. At a minimum, I would respectfully request that all financial matters related to the ongoing custody proceeding in the State of California be remanded to the California Court for resolution, AND/OR that the State of Washington Court wholly decline and vacate *in personam* jurisdiction over Respondent and me in this matter, allowing the State of California Court to make a fresh determination of *in personam* jurisdiction, considering the evident significant changes in facts and circumstances;

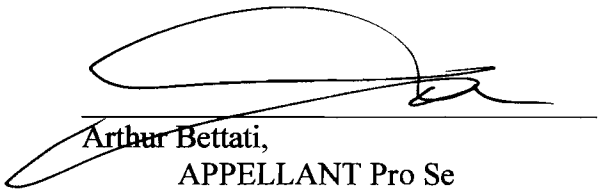
4. Respectfully, an appropriate, considerate, and rational decision by the State of Washington Court to properly adjudicate this difficult matter by transferring all remaining issues to the State of California Court will NOT (as repeatedly asserted by the Respondent and her counsel in the States of Washington and California) consign this case to "legal limbo" (Clerk's Papers Page 166) as the State of California Court continues to be

actively engaged in ongoing Court proceedings, and I believe will give appropriate and due consideration for the ends of justice and "*traditional notices of fair play and substantial justice*" to the significant changes in facts and circumstances associated with this matter;

5. **In conclusion, I request that the Court of Appeals find that the trial court had properly "*ORDERED, ADJUDGED AND DECREED, that the venue and jurisdiction over the remaining issues in this matter is hereby transferred to the court in the state of California,*" abused its discretion in vacating the Order for change of venue to Court in the State of California, reverse the vacation, and reinstate the Order for change of venue of all remaining issues to the Court in the State of California.**

Dated this 8TH day of June, 2011 at SACRAMENTO, CA.

Respectfully Submitted,



Arthur Bettati,
APPELLANT Pro Se

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

F. APPENDIX

Exhibit 1 – November 30, 2007 State of Washington Court Order (Clerk's Papers page 201)

Exhibit 2 – January 28, 2008 State of California Court Order (Clerk's Papers pages 203-204)

Exhibit 3 – September 25, 2008 State of Washington Court Findings of Fact and Conclusions of Law, and Decree of Dissolution (Clerk's Papers pages 206-218)

Exhibit 4 – Current 2010-2011 California Property Tax Bill (Clerk's Papers page 220)

Exhibit 5 – State of California Vehicle Title – 2003 Honda (Clerk's Papers page 222)

Exhibit 6 – State of California Vehicle Title – 2004 Honda (Clerk's Papers page 224)

Exhibit 7 – Respondent's Colorado Residential Lease Agreement (Clerk's Papers pages 226-234)

Exhibit 8 – June 14, 2010 Letter from Respondent's California Attorney (Clerk's Papers page 236)

Exhibit 9 – June 21, 2010 Letter from Respondent's California Attorney (Clerk's Papers page 238)

Exhibit 10 – December 3, 2007 Order Determining Disposition Of

Ex Parte Application – Family Law (Clerk's Papers page 240)

Exhibit 11 – December 18, 2007 Endorsed Stipulation And Order RE: Christmas 2007 Parenting-Time (Clerk's Papers pages 242-245)

Exhibit 12 – January 17, 2008 Endorsed Stipulation And Order RE: January 2008 Parenting Time (Clerk's Papers pages 247-250)

Exhibit 13 – February 19, 2008 Endorsed Stipulation And Order RE: February 2008 Parenting Time (Clerk's Papers pages 252-255)

Exhibit 14 – March 10, 2008 Respondent's Stipulation And Order RE: Private Mediation (Clerk's Papers pages 257-260)

Exhibit 15 – March 25, 2008 Endorsed Stipulation And Order RE: March 2008 Parenting Time (Clerk's Papers pages 262-265)

Exhibit 16 – April 15, 2008 Endorsed Stipulation And Order RE: April 2008 Parenting Time (Clerk's Papers pages 267-270)

Exhibit 17 – June 3, 2008 Endorsed Stipulation And Order RE: May 2008 Parenting Time (Clerk's Papers pages 272-274)

Exhibit 18 – June 16, 2008 Endorsed Stipulation And Order RE: June/July 2008 Parenting Time (Clerk's Papers pages 276-284)

Exhibit 19 – July 25, 2008 Endorsed Stipulation And Order RE: July – September 1, 2008 Parenting Time (Clerk's Papers pages 286-289)

Exhibit 20 – October 22, 2008 Endorsed Stipulation And Order RE: Child Custody; Appointment Of Special Master (Clerk's Papers pages 291-305)

Exhibit 21 – December 5, 2008 Special Master Decision And Order #1 (Clerk's Papers pages 307-309)

Exhibit 22 – March 9, 2009 Special Master Decision And Order #2 (Clerk's Papers pages 311-314)

Exhibit 23 – April 22, 2009 Special Master Decision And Order #3 (Clerk's Papers pages 316-318)

Exhibit 24 – May 13, 2009 Endorsed Order To Show Cause: Ex Parte Order For Return To Mediation As Recommended by Special Master (Clerk's Papers page 320)

Exhibit 25 – May 13, 2009 Respondent's Endorsed Order For Private Mediation (Clerk's Papers page 322)

Exhibit 26 – August 13, 2009 Special Master Decision And Order #4 (Clerk's Papers pages 324-326)

Exhibit 27 – May 5, 2010 Special Master Decision And Order #5 (Clerk's Papers pages 328-330)

Exhibit 28 – November 30, 2009 Stipulation and Order for Appointment Of Child Custody Evaluator (Clerk's Papers pages 332-339)

Exhibit 29 – September 27, 2010 Findings and Order After Hearing (Clerk's Papers page 341)

Exhibit 30 – August 16, 2010 State of Washington Court GRANTED Appellant's Motion and Order to send all remaining issues back to the California Courts (Clerk's Papers pages 343-344)

EXHIBIT 1

FAM01

Superior Court of Washington
County of King

Yvette Bettati
Petitioner
and
Arthur Bettati
Respondent

No. 07-3-06736-5 SEA

ORDER ON FAMILY LAW MOTION

RE: MOTION TO EXTEND TEMPORARY ORDERS

[ ] Clerk's Action Required

THE ABOVE-ENTITLED COURT, HAVING HEARD A MOTION to extend temporary orders, The court having reviewed the pleadings and being fully advised in the premises

IT IS HEREBY ORDERED The Motion is denied as to orders pertaining to the minor child because the court cannot find under the facts presented, that Washington has jurisdiction with respect to orders pertaining to the minor child.
The order is granted as to orders pertaining to property.
This Order is without prejudice to any Order Judge Doyle may decide to make in this case

Date: November 30, 2007

FAMILY COURT COMMISSIONER

Presented by:
~~Copy Received~~:

Attorney For Petitioner

Attorney For Respondent

Order on Family Law Motion
SCForm FL 113 Rev 7/02

EXHIBIT 2

FILED ENDORSED
JAN 2 8 2008
BY A. Bell
DEPUTY CLERK

SACRAMENTO SUPERIOR COURT
IN AND FOR THE COUNTY OF SACRAMENTO

DATE & TIME:	January 23, 2008 9:00 am	**DEPT. NO.:**	123
JUDGE :	Eugene Balonon	**CLERK :**	A. Bell
REPORTER :	Present	**BAILIFF :**	Present

07FL04448

BETTATI, Arthur J. Jr. (Petitioner) — Trenkle, Michael
vs.
BETTATI, Yvette (Respondent) — Keely, Charlotte

NATURE OF PROCEEDINGS:

COURT'S RULING (Page 1 of 2):

Counsel for the parties submitted briefs and argued the matter. The Court took the issues under submission. Respondent has made a special appearance and the issues before the Court are Respondent's: (1) motion to abate Petitioner's Petition for Legal Separation in favor of her Petition for Dissolution filed in the State of Washington; (2) motion to quash because California lacks personal jurisdiction over Respondent; (3) motion to dismiss for lack of subject matter jurisdiction under the UCCJEA or in the alternative that California decline jurisdiction and transfer the custody/visitation action to Washington based upon a finding of forum non-conveniens.

Respondent requests a "Statement of Decision pursuant to Code of Civil Procedure section 632" and a "statement of reasons pursuant to Family Code section 3048(A)(1)." The provisions of section 632 of the Code of Civil Procedure apply to "...the *trial* of a question of fact by the court...". This is a law and motion proceeding, thus the section is inapplicable. The provisions of section 3048 of the Family Code are also inapplicable because this is not a proceeding to "*determine* child custody or visitation" but rather is one in which the Court is determining jurisdiction of the pending issues. (Emphasis added.)

The Court GRANTS Respondent's request for an order of abatement and motion to quash. The Court is not persuaded by the evidence presented that Respondent engaged in trickery or fraud and is somehow estopped or should be precluded from abating the action or moving to quash the summons. Moreover, it is undisputed that Respondent filed and served her petition prior to Petitioner and that she was served by Petitioner in Washington. Apparently, Petitioner has made a general appearance in Washington only moving to dismiss the custody issue. (Respondent's Notice of Motion, Exhibit B.)

As to the custody issue, the provisions of section 3421(a)(1) of the Family Code are in the alternative, therefore, California is the home state of the parties' four-year old daughter because California was her home state on the date of the commencement of the proceedings. The proceedings were commenced in California on June 22, 2007, the date on which Petitioner filed his Petition for Legal Separation. (Family Code section 3402(e) and (g).

Consequently, the remaining question is whether this Court should decline jurisdiction pursuant to section 3427 of the Family Code based upon "inconvenient forum." The relevant factors are contained with subsection (b) of section 3427 and need not be restated here. The Court has considered each relevant factor under the section. Respondent's brief and oral argument relies heavily upon subdivision (6), "The nature and location of the evidence required to resolve the pending litigation, including testimony of the child."

BOOK: 123
PAGE:
DATE: January 23, 2008
CASE NO.: 07FL04448
CASE TITLE: IN RE MARRIAGE OF BETTATI

SACRAMENTO SUPERIOR COURT

BY: A Bell
Deputy Clerk

SACRAMENTO SUPERIOR COURT
IN AND FOR THE COUNTY OF SACRAMENTO

DATE & TIME:	January 23, 2008 9:00 am	**DEPT. NO.:**	123
JUDGE :	Eugene Balonon	**CLERK :**	A. Bell
REPORTER :	Present	**BAILIFF :**	Present

BETTATI, Arthur J. Jr. (Petitioner) — TRENKLE, Michael A
vs.
BETTATI, Yvette (Respondent) — KEELY, Charlotte L.

NATURE OF PROCEEDINGS:

COURT'S RULING (Continued, Page 2 of 2):

The child has resided in Washington since July 7, 2007. Prior to that date she had resided in California since birth. Petitioner is presently in California having not returned to Washington after he was served with Respondent's dissolution petition on October 3, 2007. The child has remained in Washington in part because that jurisdiction issued a temporary restraining order and later by a November 30, 2007 stipulation, pending further orders or agreement.

The child is currently attending preschool, receiving therapy and has social contacts in Washington. However, other than the last seven months, the child resided in California. Consequently it is reasonable to conclude that the weight of the evidence relative to the child is within California.

Although the evidence concerning the child's adjustment, therapy, contacts and school over the last seven months are certainly pertinent to the issues of custody and visitation, this alone is not determinative. The testimony from Washington witnesses and certain documentary evidence may be offered pursuant to section 3411 of the Family Code, thus limiting the inconvenience to all concerned.

Therefore, at this time the Court DENIES Respondent's motion concerning custody jurisdiction. California is the home state of the child pursuant to the UCCJEA and California Family Code and it is not an inconvenient forum.

However, this ruling is without prejudice. As the proceedings and evidence in Washington develop, this Court may later decline jurisdiction over custody because of *forum non-conveniens* "...upon motion of a party, the court's own motion, or request of another court." (Family Code section 3427(a).)

Respondent is ordered to file a copy of this Court's ruling with the Washington court having jurisdiction over the pending dissolution.

Dated: January 28, 2008

Eugene L. Balonon
Superior Court Judge

BOOK: 123
PAGE:
DATE: January 23, 2008
CASE NO.: 07FL04448
CASE TITLE: IN RE MARRIAGE OF BETTATI

SACRAMENTO SUPERIOR COURT

BY: ABell
Deputy Clerk

EXHIBIT 3

SUPERIOR COURT OF THE STATE OF WASHINGTON FOR KING COUNTY

Yvette Bettati

Plaintiff,

vs.

Arthur Bettati, Jr.

Defendant.

NO. 07-3-06736-5SEA

~~ORDER ON CIVIL MOTION~~

JUDGMENT SUMMARY

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

JUDGMENT FOR ATTORNEY FEES: $3000.00
JUDGMENT CREDITOR: ARTHUR BETTATI
JUDGMENT DEBTOR: YVETTE BETTATI
ATTORNEY FOR JUDGMENT CREDITOR: DEBORAH BIANCO
ATTORNEY FOR JUDGMENT DEBTOR: CAMDEN HALL

~~IT IS HEREBY ORDERED that~~

Judgment shall bear interest at judgment rate (12%)

DATED: 9/25, 2008

Douglas A. North
Judge

Presented by:
Deborah Bianco

Copy Received
Camden M. Hall

SUPERIOR COURT OF WASHINGTON COUNTY OF KING

In re the Marriage of: YVETTE BETTATI, Petitioner, and ARTHUR BETTATI, JR. Respondent.	The Honorable Douglass North No. 07-3-06736-5 SEA DECREE OF DISSOLUTION (DCD) [X] Clerk's Action Required [ ] Law Enforcement Notification¶3.8

I. Judgment/Order Summaries

1.1 Restraining Order Summary:

Does not apply.

1.2 Real Property Judgment Summary:

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

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

Legal description of the property awarded (including lot, block, plat, or section, township, range, county and state): **Recorded in the County of Sacramento, California**:
Lot 8, as shown on the "Plat of Monson Ranch," recorded in Book 205 of Maps, Map No. 7, records of said County.

1.3 Money Judgment Summary: D.A.N.

~~Does not apply.~~ See attached

End of Summaries

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

II. Basis

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

III. Decree

It Is Decreed that:

3.1 Status of the Marriage

The marriage of the parties is dissolved.

3.2 Property to be Awarded the Husband

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

3.3 Property to be Awarded to the Wife

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

3.4 Liabilities to be Paid by the Husband

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

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

3.5 Liabilities to be Paid by the Wife

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

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

3.6 Hold Harmless Provision

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

3.7 Spousal Maintenance

Does not apply.

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

3.8 Continuing Restraining Order

Does not apply.

3.9 Protection Order

Does not apply.

3.10 Jurisdiction Over the Children

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

3.11 Parenting Plan

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

3.12 Child Support

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

3.13 Attorney Fees, Other Professional Fees and Costs

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

3.14 Name Changes

Does not apply.

Dated: September 25, 2008

Douglas A. North
Judge/Commissioner

Presented by:

CAMDEN HALL, PLLC

Camden M. Hall, WSBA No. 146
Attorneys for Petitioner

Approved;
Notice of Presentation Waived:

LAW OFFICES OF DEBORAH BIANCO

Deborah A. Bianco, WSBA No. 19826
Attorneys for Respondent

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

EXHIBIT 1

CAMDEN HALL, PLLC

Attorney and Counselor at Law

Attorney
Camden M. Hall

Paralegal
Charlotte M. Henry
Legal Assistant
Michael A. Overlie

May 2, 2008

VIA FACSIMILE

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

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

In re Bettati

Dear Ms. Bianco:

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

The Agreement is:

- A property division, as shown in the attached schedule, that awards Mr. Bettati greater than 98 percent of the Bettati net community assets, including the entire equity in the Sacramento house. The schedule has been modified to provide that Mr. Bettati will also retain both the 2004 Honda Accord and the 2003 Honda Pilot and that the parties shall equally divide the Department 56 Halloween decorations. Any related disputes shall be resolved in binding arbitration.

- In addition the schedule has been adjusted to provide that Mr. Bettati shall receive, by January 31, 2009, $25,000.00 in the form of a roll-over to him of the Fidelity Investments 401(k) plan. (This is conditioned on the assumption that Fidelity allows the transfer of the remaining vested cash asset given the current loan to balance against the account.) This money will serve as insurance if for any reason Mr. Bettati is delayed in the completion of his nursing education, and it will provide a buffer for him to continue the house and living expenses until he is able and capable of seeking full employment.

1001 Fourth Avenue Plaza • Suite 4301 • Seattle, Washington 98154
Telephone: 206.749.0200 • Facsimile: 206.749.0821
www.camdenhall.com

Yvette M. Bettati

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

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

Alternate 50 tapes

- To facilitate the property distribution, Ms. Bettati is willing—upon execution of this agreement—to leave the storage unit at the Mercer unlocked for Mr. Bettati to remove all of his remaining personal items on May 4 between 10:00 a.m. and 6:00 p.m., after Ms. Bettati has moved out of the premises. Because Mr. Bettati has not provided a comprehensive list of all of the items he removed from the storage unit he emptied on January 26, 2007, Ms. Bettati shall be able to revisit/renegotiate property distribution issues as to those items if she determines Mr. Bettati removed an item she is entitled to or wants. Finally, any items in dispute will remain in Yvette Bettati's possession until a mutually agreeable solution can be reached. Any unresolved issues with regard to these issues shall be determined in binding arbitration. Yvette's personal items placed in storage unit on 5/7/08.

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

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

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

- If the house is sold, by mutual agreement, and not by the exercise of the above option rights of Ms. Bettati to require that it be sold, the first $76,000 of any resulting net sales proceeds shall be paid to Mr. Bettati's parents in repayment of the funds they provided for the purchase of the house. Any remaining net sales proceeds shall be divided 70 percent to Ms. Bettati and 30 percent to Mr. Bettati.

- Ms. Bettati will provide financially for Mr. Bettati until he completes his schooling, at the end of 2008. To accomplish this, Ms. Bettati will pay him $66,030, which is the maximum additional cash payment Mr. Bettati will receive from Ms. Bettati.[1] This includes the $2,000 in property taxes that were due on April 10 and the December, 2008 property tax payment.[2] She is prepared to pay $32,015 upfront, upon the entry of a CR 2A stipulation <u>and</u> a related Court Order memorializing the settlement. She will pay the balance upon entry of a Decree in this matter. This should temporarily provide Mr. Bettati with the funds necessary to live on and support the house.

- Ms. Bettati and Mr. Bettati will be named as the insured in connection with all insurance (primary and umbrella as currently in force and as reasonably required by Ms. Bettati and any lending institution) on the Sacramento house so long as she is on the title or is responsible for any of the house debt. Mr. Bettati will obtain, and pay for, this insurance. He shall also give Ms. Bettati proof of his having obtained the required insurance (primary and umbrella as currently in force and as reasonably required by Ms. Bettati and any lending institution) 30 days after the execution of a CR 2A Settlement Agreement and every 90 days thereafter so long as she is on the title or is responsible for any of the house debt. Failure to comply strictly with this insurance provision shall, at Ms. Bettati's sole option, require that, the house will be listed for sale and sold with the net sales proceeds to be divided 20 percent to Mr. Bettati and 80 percent to Ms. Bettati. If Ms. Bettati does not exercise this option, Mr. Bettati shall be responsible for 100

[1] For purposes of this settlement offer, Ms. Bettati is not seeking reimbursement of the funds which Mr. Bettati recently improperly removed from Ms. Bettati's Wells Fargo account.
[2] This $2,000 amount will be paid once a settlement of the issues in this letter is reached. The $2,000 payment reduces the $66,030 payment to $64,030. Future tax payments by Ms. Bettati, if any, will further reduce the $66,030 payment obligation.

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

- The parties shall file a joint 2007 tax return.[3] Mr. Bettati shall be entitled to all 2008 mortgage interest tax deductions arising out the Sacramento house ownership, to the extent he can use them. Ms. Bettati shall be entitled to all 2008 property tax deductions. After 2008, the parties shall alternate the tax deductions for Amelia once Mr. Bettati is fully employed—and remains fully employed—with satisfactory proof of such employment to be provided to Ms. Bettati.

- The final papers in this matter shall contain the standard indemnification, hold harmless and other provisions that are consistently found in final papers. Any disputes concerning any aspect of the above or the settlement of the parties' personal and real property distribution issues – or concerning the interpretation or implementation of any related settlement agreement or the sale, if necessary, of the Sacramento house, shall be resolved in expeditious binding arbitration, in Seattle, Washington and pursuant to RCW 7.04A by a mutually agreeable arbitrator or an arbitrator appointed by the court if the parties cannot agree [we propose Lawrence Besk]. The fees and expenses for such proceedings shall be allocated by the arbitrator.

- Child support provisions shall be determined once parenting arrangements are resolved in California. The existing restraining orders at paragraph 3.1 of the November 1, 2007 King County Washington Superior Court Temporary Order shall be allowed to lapse and be of no further force or effect upon the entry of a Decree in this matter.[4]

- The unpaid $150 that Mr. Bettati was ordered by the Court to pay Ms. Bettati by March 28, 2008 shall be waived if a settlement is reached.

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

---

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

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

Health Insurance:

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

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

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

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

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

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

Joint Primerica Life Insurance:

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

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

Nursing School:

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

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

Amelia's Custody:

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

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

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

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

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

We look forward to your response to the above.

Very truly yours,

Camden M. Hall

CMH:mh
Enclosures
cc: Yvette Bettati (with enclosures)

AGREED—CR 2A

Arthur Bettati, Jr.

May 7, 2008
Date

AGREED—CR 2A

Yvette Bettati

May 19, 2008
Date

YKB Settlement Offer
to Art Bettati

			Art		Yvette	Comments
House/Living Support thru Dec 2008	$ 66,030.00	100%	$66,030.00	0%	$ -	See Cashflow Sheet for Breakdown
Assets to be divided	**Value**	**Split %**		**Split %**		
TD Ameritrade	$ 5,600	0%	$ -	100%	$ 5,600	
Yvette's 401K	$ 35,000	71%	$ 25,000	29%	$ 10,000	
Honda Accord EX 2005	$ 17,000	100%	$ 17,000	0%	$ -	
Honda Pilot 2004	$ 17,000	100%	$ 17,000	0%	$ -	
Master Bedroom	$ 10,000	100%	$ 10,000	0%	$ -	
Formal Living room	$ 7,000	100%	$ 7,000	0%	$ -	
Formal Dining Room (incl silverware & crystal)	$ 15,000	100%	$ 15,000	0%	$ -	
Lenox Xmas China	$ 1,000	0%	$ -	100%	$ 1,000	
Department 56 Halloween	$ 3,000	50%	$ 1,500	50%	$ 1,500	
Stereo Equipment	$ 5,000	100%	$ 5,000	0%	$ -	
Sony TV in Seattle	$ 1,000	100%	$ 1,000	0%	$ -	
Tools in garage	$ 2,500	100%	$ 2,500	0%	$ -	
Chase Credit Card	$ (29,000)	0%	$ -	100%	$ (29,000)	
B of A Credit card	$ (30,000)	0%	$ -	100%	$ (30,000)	
	$ 60,100	168%	$ 101,000	-68%	$ (40,900)	
House Sacramento	$ 728,000	100%	$ 728,000	0%	$ -	
Mortgages	$ (728,000)	100%	$ (728,000)	0%	$ -	
Net House Value	$ -		$ -		$ -	
Total Asset Split Value/Ratio	$ 60,100	168%	$ 101,000	-68%	$ (40,900)	
Grand Total	$ 126,130	132%	$ 167,030	-32%	$ (40,900)	

for Determination of Settlement Offer

Yvette	Mar-06	Apr-06	May-06	Jun-06	Jul-06	Aug-06	Sep-06	Oct-06	Nov-06	Dec-06	Total
Gross Income (estimated)	$ 16,083.33	$ 44,583.33	$ 16,083.33	$ 16,083.33	$ 16,083.33	$ 16,083.33	$ 16,083.33	$ 16,083.33	$ 16,083.33	$ 16,083.33	$ 189,833.33
PICA	$ (997.17)	$ (2,767.17)	$ (997.17)	$ (997.17)	$ (997.17)	$ (997.17)	$ (997.17)	$ -	$ -	$ -	$ (8,768.17)
Medicare	$ (230.23)	$ (639.23)	$ (230.23)	$ (230.23)	$ (230.23)	$ (230.23)	$ (230.23)	$ (230.23)	$ (230.23)	$ (230.23)	$ (2,714.80)
Fed Tax (Estimated)	$ (3,216.67)	$ (8,976.67)	$ (3,216.67)	$ (3,216.67)	$ (3,216.67)	$ (3,216.67)	$ (3,216.67)	$ (3,216.67)	$ (3,216.67)	$ (3,216.67)	$ (37,926.67)
401K payback	$ (225.00)	$ (225.00)	$ (225.00)	$ (225.00)	$ (225.00)	$ (225.00)	$ (225.00)	$ (225.00)	$ (225.00)	$ (225.00)	$ (2,250.00)
Life Insurance	$ (30.00)	$ (30.00)	$ (30.00)	$ (30.00)	$ (30.00)	$ (30.00)	$ (30.00)	$ (30.00)	$ (30.00)	$ (30.00)	$ (360.00)
Disability	$ (16.00)	$ (16.00)	$ (16.00)	$ (16.00)	$ (16.00)	$ (16.00)	$ (16.00)	$ (16.00)	$ (16.00)	$ (16.00)	$ (192.00)
Health Insurance (Bellevue)	$ (150.00)	$ (150.00)	$ (150.00)	$ (150.00)	$ (150.00)	$ (150.00)	$ (150.00)	$ (150.00)	$ (150.00)	$ (150.00)	$ (1,800.00)
Net Income	$ 11,318.27	$ 32,310.40	$ 11,318.27	$ 11,318.27	$ 11,318.27	$ 11,318.27	$ 11,318.27	$ 12,318.43	$ 12,318.43	$ 12,318.43	$ 137,398.30
Apartment Rent	$ 3,150.00	$ 3,150.00	$ 3,150.00	$ 3,150.00	$ 3,150.00	$ 3,150.00	$ 3,150.00	$ 3,150.00	$ 3,150.00	$ 3,150.00	$ 31,500.00
Apartment - Parking	$ 165.00	$ 165.00	$ 165.00	$ 165.00	$ 165.00	$ 165.00	$ 165.00	$ 165.00	$ 165.00	$ 165.00	$ 1,650.00
Apartment - Storage	$ 200.00	$ 200.00	$ 200.00	$ 200.00	$ 200.00	$ 200.00	$ 200.00	$ 200.00	$ 200.00	$ 200.00	$ 2,000.00
Telephone/Cable/Internet	$ 175.00	$ 175.00	$ 175.00	$ 175.00	$ 175.00	$ 175.00	$ 175.00	$ 175.00	$ 175.00	$ 175.00	$ 1,750.00
Puget Sound Energy	$ 40.00	$ 40.00	$ 40.00	$ 40.00	$ 40.00	$ 40.00	$ 40.00	$ 40.00	$ 40.00	$ 40.00	$ 400.00
Dry Cleaning	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 500.00
Insurance	$ 104.00	$ 104.00	$ 104.00	$ 104.00	$ 104.00	$ 104.00	$ 104.00	$ 104.00	$ 104.00	$ 104.00	$ 1,040.00
Life Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Prescriptions	$ 60.00	$ 60.00	$ 60.00	$ 60.00	$ 60.00	$ 60.00	$ 60.00	$ 60.00	$ 60.00	$ 60.00	$ 600.00
Donna	$ 500.00	$ 500.00	$ 500.00	$ 500.00	$ 500.00	$ 500.00	$ 500.00	$ 500.00	$ 500.00	$ 500.00	$ 5,000.00
Cynthia	$ 400.00	$ 400.00	$ 400.00	$ 400.00	$ 400.00	$ 400.00	$ 400.00	$ 400.00	$ 400.00	$ 400.00	$ 4,000.00
Medical Misc	$ 200.00	$ 200.00	$ 200.00	$ 200.00	$ 200.00	$ 200.00	$ 200.00	$ 200.00	$ 200.00	$ 200.00	$ 2,000.00
Lease	$ 635.00	$ 635.00	$ 635.00	$ 635.00	$ 635.00	$ 635.00	$ 635.00	$ 635.00	$ 635.00	$ 635.00	$ 6,350.00
Gas	$ 75.00	$ 75.00	$ 75.00	$ 75.00	$ 75.00	$ 75.00	$ 75.00	$ 75.00	$ 75.00	$ 75.00	$ 750.00
Parking - Work	$ 200.00	$ 200.00	$ 200.00	$ 200.00	$ 200.00	$ 200.00	$ 200.00	$ 200.00	$ 200.00	$ 200.00	$ 2,000.00
Vise - Miscellaneous Items	$ 600.00	$ 600.00	$ 600.00	$ 600.00	$ 600.00	$ 600.00	$ 600.00	$ 600.00	$ 600.00	$ 600.00	$ 6,000.00
Food	$ 400.00	$ 400.00	$ 400.00	$ 400.00	$ 400.00	$ 400.00	$ 400.00	$ 400.00	$ 400.00	$ 400.00	$ 4,000.00
Entertainment	$ 200.00	$ 200.00	$ 200.00	$ 200.00	$ 200.00	$ 200.00	$ 200.00	$ 200.00	$ 200.00	$ 200.00	$ 2,000.00
Health Club	$ 40.00	$ 40.00	$ 40.00	$ 40.00	$ 40.00	$ 40.00	$ 40.00	$ 40.00	$ 40.00	$ 40.00	$ 400.00
Vacations	$ -	$ -	$ -	$ -	$ -	$ 2,000.00	$ -	$ -	$ -	$ -	$ 2,000.00
Yvette/Amelia Air-Car	$ 300.00	$ 300.00	$ 300.00	$ 300.00	$ 300.00	$ 300.00	$ 300.00	$ 300.00	$ 300.00	$ 300.00	$ 3,000.00
Amelia Pre-school	$ 970.00	$ 970.00	$ 970.00	$ 970.00	$ 970.00	$ 970.00	$ 970.00	$ 970.00	$ 970.00	$ 970.00	$ 9,700.00
Amelia Tumble but/French/Ballet	$ 135.00	$ 135.00	$ 135.00	$ 135.00	$ 135.00	$ 135.00	$ 135.00	$ 135.00	$ 135.00	$ 135.00	$ 1,350.00
Clothing - Yvette	$ 200.00	$ 200.00	$ 200.00	$ 200.00	$ 200.00	$ 200.00	$ 200.00	$ 200.00	$ 200.00	$ 200.00	$ 2,000.00
Clothing - Amelia	$ 100.00	$ 100.00	$ 100.00	$ 100.00	$ 100.00	$ 100.00	$ 100.00	$ 100.00	$ 100.00	$ 100.00	$ 1,000.00
MBA Loan	$ 225.00	$ 225.00	$ 225.00	$ 225.00	$ 225.00	$ 225.00	$ 225.00	$ 225.00	$ 225.00	$ 225.00	$ 2,250.00
Opinia 11	$ 200.00	$ 200.00	$ 200.00	$ 200.00	$ 200.00	$ 200.00	$ 200.00	$ 200.00	$ 200.00	$ 200.00	$ 2,000.00
US Bank 8	$ 200.00	$ 200.00	$ 200.00	$ 200.00	$ 200.00	$ 200.00	$ 200.00	$ 200.00	$ 200.00	$ 200.00	$ 2,000.00
Chase 37 JT	$ 562.00	$ 562.00	$ 562.00	$ 562.00	$ 562.00	$ 562.00	$ 562.00	$ 562.00	$ 562.00	$ 562.00	$ 5,620.00
Wells Fargo 20	$ 180.00	$ 180.00	$ 180.00	$ 180.00	$ 180.00	$ 180.00	$ 180.00	$ 180.00	$ 180.00	$ 180.00	$ 1,800.00
B of A Visa 30 JT	$ 250.00	$ 250.00	$ 250.00	$ 250.00	$ 250.00	$ 250.00	$ 250.00	$ 250.00	$ 250.00	$ 250.00	$ 2,500.00
Total Expenses	$ 10,319.00	$ 10,319.00	$ 10,319.00	$ 10,319.00	$ 10,319.00	$ 12,319.00	$ 10,319.00	$ 10,319.00	$ 10,319.00	$ 10,319.00	$ 108,890.00
Net Cashflow before Art Offer	$ 999.27	$ 21,991.40	$ 979.27	$ 979.27	$ 979.27	$ (1,000.73)	$ 979.27	$ 1,979.43	$ 1,979.43	$ 1,979.43	$ 28,508.30
Art Payments											
Maint to Art	$ 1,000.00	$ 1,000.00	$ 1,000.00	$ 1,000.00	$ 1,000.00	$ 1,000.00	$ 1,000.00	$ 1,000.00	$ 1,000.00	$ 1,000.00	$ 10,000.00
House Payment	$ 4,593.00	$ 4,593.00	$ 4,593.00	$ 4,593.00	$ 4,593.00	$ 4,593.00	$ 4,593.00	$ 4,593.00	$ 4,593.00	$ 4,593.00	$ 45,930.00
Property Taxes	$ -	$ 2,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,000.00	$ 4,000.00
Electric/Gas	$ 160.00	$ 160.00	$ 160.00	$ 160.00	$ -	$ -	$ -	$ -	$ -	$ -	$ 600.00
Living Expenses	$ 500.00	$ 500.00	$ 500.00	$ 500.00	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,000.00
Amelia's Airfare	$ 250.00	$ 250.00	$ 250.00	$ 250.00	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,000.00
Storage	$ 600.00	$ 600.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,200.00
Homeowners Insurance	$ 600.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 600.00
Auto Insurance	$ 700.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 700.00
Net to Art	$ 8,393.00	$ 9,093.00	$ 6,493.00	$ 6,493.00	$ 5,593.00	$ 5,593.00	$ 5,593.00	$ 5,593.00	$ 5,593.00	$ 7,593.00	$ 65,030.00
Net Cashflow after Art Offer	$ (7,393.73)	$ 12,898.40	$ (5,513.73)	$ (5,513.73)	$ (4,613.73)	$ (6,613.73)	$ (4,613.73)	$ (3,613.57)	$ (3,613.57)	$ (5,613.57)	$ (36,521.70)

EXHIBIT 4

246-0401-014-0000	10191994	5950	8510 ROLLING GREEN WY	95628

SACRAMENTO COUNTY
SECURED PROPERTY TAX BILL 2010-2011
FOR FISCAL YEAR BEGINNING JULY 1, 2010 AND ENDING JUNE 30, 2011

ANNUAL TAX BILL

JULIE VALVERDE
DIRECTOR OF FINANCE
TAX COLLECTOR

JANUARY 1, 2010, LIEN DATE ASSESSED VALUES	
LAND	95,253
IMPROVEMENTS	304,816
FIXTURES	
PERSONAL PROPERTY	
ASSESSED VALUES SUBTOTAL	400,069
LESS: HOMEOWNERS EXEMPTION	7,000
OTHER EXEMPTION	
NET ASSESSED VALUES	393,069

*** * * ATTENTION * * ***

PLEASE NOTE
YOU WILL NOT RECEIVE A
SEPARATE BILL OR REMINDER
NOTICE FOR THE 2ND INSTALLMENT

IMPORTANT INFORMATION ON REVERSE SIDE

MAIL TO:
BETTATI ARTHUR J/YVETTE K
8510 ROLLING GREEN WY
FAIR OAKS CA 95628

TAX RATE AREA CODE 54402

AD VALOREM TAXING AGENCY	TAX BASE	TAX RATE	TAX AMOUNT
COUNTY WIDE 1%	1	1.00000	3,930.69
SAN JUAN UNIF GOB	1	.08130	319.57
LOS RIOS COLLEGE GOB	1	.00900	35.38
AD VALOREM TAXING AGENCY TOTAL			4,285.64

LEVY #	STATUTORY AUTHORITY	DIRECT LEVY NAME	PHONE NUMBER	LEVY AMOUNT
0380	L & L ACT 1972	FAIR OAKS RPD PARKS ASSESSMENT	800-273-5167	30.86
0443	WC 51335	WATER & DRAINAGE STUDIES - SCWA 13	916-874-7139	6.92
0168	WC 12670.16	SAFCA O & M ASSESSMENT #1	916-874-7606	6.22
0179	GC 25214.1	CSA 1 LIGHTS SACUNINCORP ZONE 1	916-875-5171	17.88

PAY BY CREDIT CARD AT 1-888-877-3575
OR BY E-CHECK AND CREDIT CARD AT
WWW.EPROPTAX.SACCOUNTY.NET

DIRECT LEVY TOTAL	61.88
ADJUSTMENT TO MAKE BILL EVEN	

FIRST INSTALLMENT DUE 11/1/2010 PAY BY 12/10/2010 → 2,173.76

SECOND INSTALLMENT DUE 2/1/2011 PAY BY 4/10/2011 → 2,173.76

TOTAL DUE → 4,347.52

PLEASE READ THE BACK OF THIS TAX BILL AND THE ENCLOSED INSERT FOR IMPORTANT INFORMATION. PARTIAL PAYMENTS CANNOT BE ACCEPTED AND WILL BE RETURNED. LATE PAYMENTS RECEIVED WITHOUT PENALTIES WILL BE RETURNED. ADDITIONAL PENALTIES APPLY IF NOT PAID IN FULL BY JUNE 30.

PARCEL NUMBER	BILL NUMBER	AGENT	BRANCH
246-0401-014-0000	10191994	5950	

SECOND INSTALLMENT PAYMENT

SACRAMENTO COUNTY SECURED PROPERTY TAX BILL 2010-2011

MAKE CHECK PAYABLE TO SACRAMENTO COUNTY
AND MAIL TO: TAX COLLECTOR'S OFFICE
P O BOX 508, SACRAMENTO, CA 95812-0508

☐ PLEASE CHECK HERE IF YOUR MAILING ADDRESS HAS CHANGED AND COMPLETE THE FORM ON THE REVERSE SIDE.

OWNER'S NAME:
BETTATI ARTHUR J/YVETTE K

PAY		
	PAY BY APRIL 10, 2011	2,173.76
	AFTER APRIL 10, 2011 ADD 10% PENALTY + $15.00 COST	232.38
	TOTAL DELINQUENT INSTALLMENT DUE AFTER APRIL 10, 2011	2,406.14

THE 2ND INSTALLMENT CANNOT BE ACCEPTED BEFORE THE 1ST INSTALLMENT.
ADDITIONAL PENALTIES ARE ADDED IF TAXES ARE NOT PAID IN FULL BY 6/30/2011.

THIS TAX BILL INFORMATION WAS REQUESTED
BY A MORTGAGE COMPANY.

1019199424604010140000 2 00021737600024061421104107

EXHIBIT 5

STATE OF CALIFORNIA

CERTIFICATE OF TITLE

62507080337

VEHICLE HISTORY

AUTOMOBILE

VEHICLE ID NUMBER: 2HKYF18543H517042

YR MODEL: 2003 MAKE: HOND

PLATE NUMBER: INIV8V

BODY TYPE MODEL: UT

AX UNLADEN WEIGHT

FUEL: G

TRANSFER DATE

FEES PAID: $15

REGISTRATION EXPIRATION DATE: 08/20/2007

YR 1ST SOLD: 2002 CLASS: JR

YR

MO: NV

EQUIPMT/TRUST NUMBER

ISSUE DATE: 08/15/07

MOTORCYCLE ENGINE NUMBER

ODOMETER DATE: 08/18/2002

ODOMETER READING: 12 MI

ACTUAL MILEAGE

REGISTERED OWNER(S)

BETTATI YVETTE KATHLEEN
OR BETTATI ARTHUR JOSEPH JR
8510 ROLLING GREEN WAY
FAIR OAKS CA 95628

I certify under penalty of perjury under the laws of the State of California, that **THE SIGNATURE(S) BELOW RELEASES INTEREST IN THE VEHICLE.**

1a. _____ X _____
DATE — SIGNATURE OF REGISTERED OWNER

1b. _____ X _____
DATE — SIGNATURE OF REGISTERED OWNER

Federal and State law requires that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

The odometer now reads [ ][ ][ ][ ][ ][ ] (no tenths), miles and to the best of my knowledge reflects the actual mileage unless one of the following statements is checked.

WARNING ☐ Odometer reading is not the actual mileage. ☐ Mileage exceeds the odometer mechanical limits.

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

DATE	TRANSFEROR/SELLER SIGNATURE(S)	DATE	TRANSFEREE/BUYER SIGNATURE(S)
	X		X
PRINTED NAME OF AGENT SIGNING FOR A COMPANY		PRINTED NAME OF AGENT SIGNING FOR A COMPANY	

IMPORTANT READ CAREFULLY

Any change of Lienholder (holder of security interest) must be reported to the Department of Motor Vehicles within 10 days.

LIENHOLDER(S)

2. X _____
Signature releases interest in vehicle. (Company names must be countersigned)
Release Date _____

CA105426589

018464

REG. 17.30RS (REV.10/03)

VOID WITHOUT BEAR WATERMARK. HOLD TO LIGHT TO VIEW.

KEEP IN A SAFE PLACE - VOID IF ALTERED

EXHIBIT 6

STATE OF CALIFORNIA

K04070417FD

CERTIFICATE OF TITLE

VEHICLE HISTORY

AUTOMOBILE

VEHICLE ID NUMBER: 1HGCM66504A089870

YR MODEL: 2004 MAKE: HOND

PLATE NUMBER: BIN0V8V

BODY TYPE MODEL: 4D

AX UNLADEN WEIGHT

FUEL: G

TRANSFER DATE

FEES PAID: NONE

REGISTRATION EXPIRATION DATE: 07/24/2007

YR 1ST SOLD: 2004 CLASS: FT

YR

MO: NR

EQUIPMT/TRUST NUMBER

ISSUE DATE: 04/25/07

MOTORCYCLE ENGINE NUMBER

ODOMETER DATE: 07/22/2004

ODOMETER READING: 13 MI

ACTUAL MILEAGE

REGISTERED OWNER(S)

BETTATI YVETTE KATHLEEN
OR BETTATI ARTHUR JOSEPH JR
8510 ROLLING GREEN WAY
FAIR OAKS CA 95628

I certify under penalty of perjury under the laws of the State of California, that **THE SIGNATURE(S) BELOW RELEASES INTEREST IN THE VEHICLE.**

1a. _____ DATE X _____ SIGNATURE OF REGISTERED OWNER

1b. _____ DATE X _____ SIGNATURE OF REGISTERED OWNER

Federal and State law requires that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

The odometer now reads [ ][ ][ ][ ][ ] (no tenths), miles and to the best of my knowledge reflects the actual mileage unless one of the following statements is checked.

WARNING ☐ Odometer reading is not the actual mileage. ☐ Mileage exceeds the odometer mechanical limits.

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

DATE	TRANSFEROR/SELLER SIGNATURE(S)	DATE	TRANSFEREE/BUYER SIGNATURE(S)
	X		X
PRINTED NAME OF AGENT SIGNING FOR A COMPANY		PRINTED NAME OF AGENT SIGNING FOR A COMPANY	

IMPORTANT READ CAREFULLY

Any change of Lienholder (holder of security interest) must be reported to the Department of Motor Vehicles within 10 days.

LIENHOLDER(S)

2. X _____

Signature releases interest in vehicle. (Company names must be countersigned)

Release Date _____

CA 102976315

019228

REG. 17.30RS (REV.10/03)

VOID WITHOUT BEAR WATERMARK. HOLD TO LIGHT TO VIEW.

KEEP IN A SAFE PLACE - VOID IF ALTERED

EXHIBIT 7

RESIDENTIAL LEASE AGREEMENT

This lease made this *** February 15, 2010 *** between the undersigned Landlord (hereinafter called "Landlord"), and the undersigned Tenant (hereinafter called "Tenant"). In consideration of the payment of the rent and performance of promises by the Tenant set forth below, the Landlord does hereby lease to the Tenant the following described furnished residence:

Property Address: **2509 Saddleback Court**
Castle Rock, CO 80104

TO HAVE AND TO HOLD the above property with all the appurtenances and furnishings for the period commencing twelve o'clock noon on ***March 1, 2010 ***, and ending at twelve o'clock noon on ***March 1, 2012 ***, unless sooner terminated as provide in this lease, for a rental for the full term of 24 months @ $84,000.00 plus all named utilities and services payable as follows:

- **Security/Damage/Rental Binder Deposit:** $3,600.00 payable 1 week prior to move in date. This security / damage / rental binder deposit will be forfeited if any aspect of this lease is not fulfilled by the Tenant for the full term of the lease.
- **Pet Deposit:** $600.00 payable 1 week prior to move in date. This lease will allow for one (1) dog only and is NON-REFUNDABLE.
- **First month's rent, security deposit and pet deposit:** $7,700.00 payable 1 week prior to move in date.
- **Monthly rental amount:** $3,500.00 payable on the first day of the month for the term of the lease.
- **Named utilities:** Payment of full amounts for all named utilities by tenants prior to due date.

Tenants and Occupants (provide full name, relationship and ages):

TENANT/OCCUPANT	RELATIONSHIP	AGE
Michael Connor	Spouse	
Yvette Connor	Spouse	
Daughter	Daughter	6
Son (part-time)	Son	16
Undetermined at this time.	Nanny	N/A

Tenant #1	Contact Information	Tenant #2	Contact Information
Name:	Michael Connor	Name:	Yvette Connor
Home Phone #		Home Phone #	
Work Phone #:		Work Phone #:	
Cell Phone #:	206-419-6709	Cell Phone #:	206-669-7440
Email Address:	connor.michael@gmail.com	Email Address:	connoryk@hotmail.com

© 2010 Jaris Realty, Inc. All Rights Reserved
NOTICE: This document remains the intellectual property of Jaris Realty, Inc. and is not to be re-created or copied for any use other than for this Connor and Caribou Homes, LLC. agreement.

RESIDENTIAL LEASE AGREEMENT

The Tenants, in consideration of the leasing of the premises, agrees as follows:

1. RULES, COVENANTS, REGULATIONS: Tenants agree to comply with all rules, covenants, and regulations which the landlord or the Home Owners Association requires.

2. OCCUPANCY: Occupancy of premises is limited to only those Tenants and occupants shown on this lease. No additional occupants or long-term guests are permitted without prior written permission of the Landlord. Maximum occupancy of the premises is limited to (5) persons. Guest occupancy is limited to a maximum of 21 days without prior written permission of the Landlord.

3. SUBLET PROHIBITED: Tenants agree <u>not</u> to sublet any part of the premises nor assign this lease or any interest therein.

4. USE OF PREMISES: Tenants agree keep the premises and property in as good order, condition and cleanliness as when the same were entered by the tenant, loss by fire or inevitable accident (except when caused by the negligence of the tenant, occupants, or his guests) or ordinary wear excepted. To use said premises and property for no purpose prohibited by the laws of the United States, the State of Colorado, or the ordinances of the city or town in which the property is located, and to comply with all police, fire, sanitary, and Home Owners Association regulations imposed by any municipal, state or federal authority either now in force or hereinafter acted, and to use the premises for no improper or questionable purposes whatsoever; and not to make any additions, alterations or repairs in or about the premises, nor to install any aerials, antennas, or wiring or to connect to any existing wiring without first obtaining the written consent of the Landlord; to keep no roomers or boarders on the premises or property; to keep the premises and every part thereof in good, clean and sanitary condition and appearance, free of dirt, dust, filth, waste or any inflammable or dangerous materials, also free from objectionable odors, and not to obstruct or placed or permit to be place any dirt, rubbish, article or other things in any of the plumbing fixtures, hallways, or stairways of the premises; to place no additional locks or change any locks upon any of the doors; and to take good care of the premises and property so as not to endanger either the premises, property, or endanger or annoy neighbors or others. Not to commit, permit, or suffer any objectionable or disorderly conduct, noise or nuisance whatsoever about the premises on the part of the Tenant or on the part of the members of his family or guests, or to commit, permit or suffer anything to be done by any of them that will disturb or interfere with the rights, comforts or conveniences of the neighbors.

5. HOLD HARMLESS: "Tenant shall indemnify, defend and hold Landlord harmless from any and all claims and liability arising from Tenant's use or occupancy of the Premises or from the conduct of its business or from any activity, work or things which may be permitted or suffered by Tenant in or about the Premises, other than claims and liability arising from Landlord's negligence, and shall further indemnify, defend and hold Landlord harmless from and against any and all claims arising from breach or default in the performance of any obligation on Tenant's part to be performed under the provisions of this Lease or arising from any negligence of Tenant or any of its agents, contractors, employees or invitees, and from any and all costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claim or action or proceeding brought thereon. In the event any action or proceeding is brought against Landlord by reason of any such claim, Tenant upon notice from Landlord shall defend same at Tenant's expense by counsel satisfactory to Landlord. Tenant, as a material part of the consideration of Landlord, hereby assumes all risk of damage to property or injury to persons in or about the Premises from any cause, and Tenant hereby waives all claims in respect thereof against Landlord, excepting where such damage or injury arises out of Landlord's sole negligence."

6. VACANT PREMISES: In the event the premises are left vacant and any part of the full rental amounts or named utilities are not paid in full, then the Landlord may, without being obligated to do so, and without terminating this lease, retake possession of the same premises and property and rent the same for such rent, and upon such conditions as the Landlord may think best, making such changes and repairs as may be required, giving credit for the amount of rent so received, less all expenses of such changes and repairs, and the Tenant shall be liable for the balance of the full rent amounts herein until the expiration of the term of this lease.

7. CHANGES TO THE PREMISES: The Tenant acknowledges that the Landlord retains the unrestricted right to change, alter, abolish, or add to any of the appurtenance of the leased premises or property, as may seem best to the Landlord. The Tenant has relied solely on the statements contained in this lease and that he has read and fully understands the lease and that no agent or representative of the Landlord has authority to change the lease in any manner or add to or detract from the provisions of this lease; that no assent on the part of the Landlord, express or implied, to any breach of any one or more of the covenants or agreements here to shall be deemed or taken to be a waiver of any succeeding or other breach of any continuation of such breach.

8. SECURITY DEPOSIT The Tenants shall, upon execution of this Lease, deposit with the Landlord the sum indicated above, which shall not exceed two months' rent, to be held to ensure full compliance by Tenants of all provisions of this Lease. This includes but is not limited to Tenants obligations with respect to damages caused by the Tenants, Tenants' family, agents, employees, guests, other invitees or pets. The Landlord hereby acknowledges receiving from the Tenants payment of the Security Deposit and Tenants is hereby advised of the Tenants' rights under Colorado law with regard to the Security Deposit paid and acknowledged above.

© 2010 Jaris Realty, Inc. All Rights Reserved
NOTICE: This document remains the intellectual property of Jaris Realty, Inc. and is not to be re-created or copied for any use other than for this Connor and Caribou Homes, LLC. agreement.

RESIDENTIAL LEASE AGREEMENT

If Landlord requires a Security Deposit, then Landlord shall, upon written request from Tenants, promptly provide the Tenants with a written list of all existing damages. Tenants' request must be made within fifteen (15) days of occupancy. At the end of tenancy, the Tenants have the right to be present when the Landlord or Landlord's Agent inspects the Premises to determine if any damage was done to the Premises. This is provided the Tenants notify the Landlord by certified mail of Tenants' intention to move, date of moving and Tenants' new address. This notice by the Tenants to the Landlord shall be mailed at least thirty (30) days prior to the date of moving.

Upon receipt of the notice the Landlord shall notify the Tenants by certified mail of the time and date when the Premises are to be inspected. The inspection shall occur within five (5) days before or five (5) days after the date of moving as designated by the Tenants' notice. The Security Deposit, or any portion thereof, may be withheld for unpaid rent, damage due to breach of this Lease, or for damage to the Premises by the Tenants, Tenants' family, agents, employees, guests, other invitees or pets in excess of ordinary wear and tear. If any portion of the Security Deposit is withheld, the Landlord must provide notification to the Tenants via certified mail to the Tenants' last known address, a written list of the damages together with a statement of the cost actually required within thirty (30) days after the termination of the Tenancy. The Landlord shall return within forty-five (45) days after the end of the tenancy the Security Deposit to the Tenants less any damages withheld. In calculating damages for lost future rents, any rent received by Landlord for the Premises during the remainder, if any of the Tenants' harm shall reduces the damages by a like amount. At no time may the Tenant use such deposit in lieu of rent.

9. SURRENDER OF PREMISES AND MOVE-OUT INSPECTION: The Tenants shall, upon termination of this Lease, surrender the Premises and all fixtures and equipment of the Landlord in good, clean and functioning conditions, and in the same condition as it was received, ordinary wear and tear accepted. Upon termination of this lease, whether as provided herein, or whether terminated any other way, Tenants agrees to surrender and deliver up the premises and property and all keys and furnished property peaceably and in the same condition as received to the Landlord immediately upon termination The move-out inspection shall be made to determine whether there are any damages to the Premises by the Tenants and whether the Tenants may be liable for damages exceeding the amount of the Security Deposit. Prior to the inspection, the Tenants shall:

   a. Ensure that the Premises are thoroughly cleaned, including the stove and refrigerator remove all personal property of Tenants as well as trash from the Premises.

   b. Have carpets cleaned and deodorized by a professional company and provide a paid receipt.

   Within twenty four (24) hours after vacating the Premises, the Tenants shall return to the Landlord or Landlord's Agent all keys, passes and documents, including all provided appliance manuals and Community Association documents. Failure to comply will be cause to charge the Tenants for changing the locks and/or the cost of replacing the Community Association documents.

   If the Tenants does not accomplish such cleaning, trash removal and return of Landlord's property above, Landlord or Landlord's Agent may have such items completed at the Tenants' expense, and the Tenants hereby agrees to reimburse the Landlord for such expense. The costs and expenses referred to above shall be considered damages due to breach of Lease in excess of Ordinary wear and tear. Any property left on or at the Premises after the termination of the tenancy will be considered abandoned by the Tenants or others and Landlord or Landlord's Agent may dispose of it without liability to Tenants or others. Such storage or removal shall be at the expense of the Tenants.

10. UTILITIES: The Tenants is responsible for the cost and maintenance of all utilities in full and on time. Utilities include: water, sewer, phone & long distance, electricity, gas, cable TV, internet service and trash removal and any other utilities not specified herein. The Tenants shall be responsible for changing the billing into the Tenants' name effective with the start of this Lease and shall promptly pay in full all such utility bills during the Lease Term as bills become due. The name change exception is the water and sewage bill that will be delivered to the Premises in the Landlords name in addition to "Current Resident". In the event the Tenants fails to make such payments or any other utility payments critical to the maintenance or protection of the property, then Landlord or Landlord's Agent, at its option, may pay same for Tenants' account, in which event Tenants shall immediately, as additional rent, reimburse Landlord in full the amount thereof. Such payment may, at the discretion of the Landlord, be added or deemed part of the rent due and the landlord shall have the right to seek the remedies for the collection of such charges, together with any cost and penalties incurred, as additional rent [redacted]. In addition, the Tenant agrees to pay for all changes they make to these utilities and services as well as any costs incurred by the Landlord for returning these utilities and services back to their original condition at the time of this lease.

11. ALTERATIONS AND REDECORATING: Tenants shall not remodel or make any structural changes, alterations or additions to the Premises, remove or exchange appliances or equipment, such as, but not limited to air conditioning, heating, refrigeration or cooking units. Tenant shall not paint, paper, or otherwise redecorate or make alteration to the premises without written consent of the Landlord. All alterations, additions shall become the property of the Landlord and shall remain upon and be surrendered with the premises. Tenants shall not drive nails or other devices

© 2010 Jaris Realty, Inc. All Rights Reserved
NOTICE: This document remains the intellectual property of Jaris Realty, Inc. and is not to be re-created or copied for any use other than for this Connor and Caribou Homes, LLC. agreement.

into the woodwork. In no case shall tape be used. Tenants shall not affix any object containing an adhesive backing to any surface in the Premises, attach plant hooks to the ceiling, or install safes or any other extra-heavy objects. The Landlord reserves the right to prescribe the maximum weight, proper position and the manner of placing objects. The Tenants shall be liable for any damage to the Premises caused by bringing in, using, or removing Tenants' furnishings. Tenants shall not change or re-key the existing locks, nor install additional locks or devices. In the unexpected event that Tenants must re-key or change the locks in an emergency, the work shall be done professionally and Tenants shall immediately provide Landlord or Landlord's Agent duplicate, working copies of all keys in such quantity as required by Landlord or Landlord's Agent (and instructions on how to operating all new items). The Tenants shall be responsible for the quality of any replacement locks and any damage caused by installation.

Pictures and other wall hangings may only be hung on drywall surfaces using standard picture hooks. Tenants are responsible for repairing all holes, marks etc. and touch-up painting with paint that fully matches the walls prior to departing the premises. Affixing anything by any means to the wood trim surfaces of the house is specifically forbidden. Any repairs and painting of this nature not satisfactorily completed prior to vacating the premises will be deducted from damage deposit or charged directly to the tenants if the damage deposit is completely used for other damages and repairs.

Shelving, speakers, flat panel TV mounts, screens, projectors or other similar items may be affixed to any surface (e.g., walls or floors or ceilings) of the premise with prior written permission and agreement with the Landlord.

12. LANDSCAPE MAINTENANCE: Tenant agrees to properly irrigate and care for all grass, trees, shrubbery and other landscaping at the Tenant's expense. This includes, but is not limited to cutting grass; trimming the trees and shrubs; keeping weeds out of planting at least bi-weekly; and keeping the entire exterior premises free from all litter, dirt, debris and obstructions. No additional landscaping or planting is permitted without prior written approval from the Landlord.

13. REPAIRS AND NOTICE OF DEFECTS: Tenants shall give the Landlord or Landlord's Agent timely notice of any and all defects, leaks, or breakage in the structure, equipment, furnishings, appliances or fixtures of the Premises including but not limited to damage by accident, fire, storm or flood.

14. REPAIRS AND TENANTS MAINTENANCE OF PREMISES: The Tenants shall keep the Premises in good order and condition and shall not deliberately or negligently destroy, de-face, damage, impair or remove any part of the Premises, or permit any person to do so. Tenant shall be responsible for all damages caused by him, his family, pets or invitees and guests. Additionally, the Tenants shall be responsible for:

    a. Maintaining the Premises in a clean, orderly and sanitary condition and complying with all applicable federal, state and local laws, ordinances and regulations with respect to occupancy of the Premises;

    b. Disposing of all trash, garbage, and waste in suitable covered containers or appropriate receptacles;

    c. Using and operating all appliances, equipment and systems in a safe and reasonable manner so as not to overload or damage them in any way;

    d. Maintaining, turning off and properly draining water pipes in cold weather. In the event that the plumbing at the Premises is frozen or obstructed due to negligence of Tenants, Tenants' family, guests or others, Tenants shall immediately pay the cost of repairing the frozen pipes or clearing the obstruction and any additional costs associated with the repair (including, but not limited to, drywall, carpet and repainting);

    e. Changing of furnace, heat pump and air conditioner filters of the same construction and quality as was supplied upon occupancy at Tenants' expense according to the manufacture specifications;

    f. Replacing refrigerator water filter with the same type when indicated.

    g. Clearing plumbing stoppages of all toilets and drains including garbage disposals; in the event that plumbing of Premises is obstructed due to the negligence of the Tenants, Tenants' family, employees, or guests, the cost for clearing such obstructions shall be paid by the Tenants;

    h. Replacing and fixing any glass or screen breakage; furnishing and replacing light bulbs of the same wattage and type, fuses and faucet washers as needed;

    i. Maintaining all flooring and carpeting in a clean and good condition; Use of wax or oil on hardwood floors is prohibited;

    j. Controlling and eliminating pests in or emanating from the Premises including but not limited to ants, roaches, fleas, ticks and rodents during occupancy and upon vacating;

    k. Making any repairs, alterations, or additions required by any governmental authority, condominium associations, or the managing agent due to the Tenants' use;

    l. Timely reporting to the Landlord any defect, damage, or breakage. Failure to report shall make Tenants liable for the repair of any resulting damage. This does not obligate the Landlord to repair or correct such defects, breakage, malfunction or damage.

© 2010 Jaris Realty, Inc. All Rights Reserved
NOTICE: This document remains the intellectual property of Jaris Realty, Inc. and is not to be re-created or copied for any use other than for this Connor and Caribou Homes, LLC. agreement.

RESIDENTIAL LEASE AGREEMENT

15. APPLIANCES AND PERSONAL PROPERTY: Any refrigerator, range, cook top washer, dryer, dishwasher, disposal or other personal property or appliances which are locate or installed on the Premises are provided are for the Tenant's use and convenience and are not warranted by the Landlord. Tenants agrees to maintain said appliances and personal property at Tenants' own risk and expense to maintain them in good order. In the event of replacement or repair of appliances, the cost shall be the responsibility of the Landlord unless such condition is the result of Tenants negligence. By definition, replacement shall be necessary in the event the cost of repair exceeds seventy percent (70%) of the replacement cost.

16. SMOKE DETECTORS / CARBON MONOXIDE ALARMS: Tenants acknowledge that, it is the Tenants' responsibility to maintain all smoke detectors (including maintenance and replacement of batteries), in accordance with the provisions of Annotated Code of the State of Colorado, as amendedHB-1091. As of July 1, 2009 Colorado law requires all landlords to install carbon monoxide alarms within 15' feet of all bedrooms, 15' garage entry door to home and within 15' feet of any gas furnace or hot water heater. Once installed in the home the Tenant is responsible to maintain the alarms and make sure they are in working order and shall not remove them. Tenants assume all liability for smoke detectors and carbon monoxide alarms and hereby release and indemnify Landlord or Landlord's Agent from any and all liability resulting from any claims related to smoke detectors or carbon monoxide alarms.

17. .EARLY TERMINATION OF OCCUPANCY: In the event the Tenants should terminate this Lease prematurely; Tenants are required to cover the Landlord's cost to market the home for rent (including costs for tenant placement agencies, if desired by landlord) in order to procure a replacement at current lease rate, qualified tenant while Tenant continues to pay 100% (One Hundred Percent) of the agreed monthly rent until the replacement tenants take control of property. Written notice of intent to terminate this Lease must be provided 30 (Thirty) days prior to release of the property by Tenants. Should Tenants need to terminate this Lease before the thirty day period for work related reasons; suitable documentation will be required for inspection by Landlord or Landlord's Agent. Tenants shall not be released from liability for rent or other charges due under this Lease unless Landlord agrees in writing to release Tenants from such liability.

18. LEASE VIOLATIONS: If the Tenants, Tenants' family, employees, or guests violate any provision of this Lease, or any rule or regulation herein imposed, then Landlord may reasonably treat such representation or Lease violation as a material breach of the terms of the Lease. In this event Landlord may terminate the Lease by giving written notice to the Tenants to vacate the Premises, with Tenants' possession of the Premises terminating on the date specified in the Landlord's notice. Under such circumstances, Landlord may re-enter and take possession of the Premises by utilizing applicable law. If Tenants' possession of the Premises should be so terminated, or if the Premises should otherwise become vacant during the Term of this Lease, or any renewal or extension, Tenants shall remain liable to the Landlord for the full remainder of rent through what would have been the expiration date of this Lease, or any renewal or extension, had Tenants' possession not been so terminated; and shall further remain liable for such other damages sustained by the Landlord due to Tenants' breach of Lease and/or Tenants' termination of possession of the Premises as long as such liability is not expressly prohibited by applicable. Other damages shall include, but are not limited to, costs incurred in recovering possession of the Premises, costs incurred in re-leasing the Premises such as rental commissions, administrative expenses, a proportionate share of advertising expenses, utility costs for the Premises while it remains vacant, costs incurred in cleaning, repairing or redecorating the Premises and costs reasonably associated with necessary compliance with applicable State and Federal law including cleaning and testing for lead paint as mandated under Colorado law

19. VEHICLE PARKING: No automobile, truck, motorcycle, trailer or other vehicle shall be parked on the property without current and valid license plates. Properly licensed vehicles in operating condition may be parked in the street or other paved parking area, in accordance with the law and any community or community association restrictions or regulations. If the Premises is part of the Community association, Tenants agrees to abide by all parking rules, regulations and restrictions and to use only those parking spaces provided or assigned to the unit. Tenants shall be responsible for informing Tenants' guests and invitees of these rules and Tenants shall be responsible for Tenants' guests and invites abiding by these rules.

20. LIENS ON THE PREMISES AND SIGNS: Tenants shall not create or permit any lien upon the Premises or Tenants' interest on this Lease. Tenants shall not place nor display any sign, advertisement or notice on any part of the Premises.

21. ACCIDENT LIABILITY: The Tenants hereby releases the Landlord or Landlord's Agents from all responsibility, and expressly assumes all liability, in any action for damage which may arise from any kind of injury to anyone, by or on account of the use, or misuse, of that portion of the demised Premises within the exclusive control of Tenants, or by and on account of any physical condition that may, at any time, exist upon that portion of the Premises within the exclusive control of Tenants, or by and on account of any physical condition that may, at any time, exist upon that portion of the Premises within the exclusive control of the Tenants. To the extent permitted by law, the Landlord shall not be liable for any injury, damage or loss resulting from any accident or occurrence in or upon the Premises. To the extent permitted by law, Tenants shall indemnify and hold Landlord harmless against liability, claims or actions for

© 2010 Jaris Realty, Inc. All Rights Reserved
NOTICE: This document remains the intellectual property of Jaris Realty, Inc. and is not to be re-created or copied for any use other than for this Connor and Caribou Homes, LLC. agreement.

RESIDENTIAL LEASE AGREEMENT

any damages caused in whole or in part by Tenants, Tenants' family, agents, employees, guests, other invitees or pets.

22. NOTIFICATION OF CHANGES: Tenant agrees to timely notify the Landlord in writing of any adverse changes to employment, permanent legal address, and other contact information such as but not limited to, phone numbers and email addresses.

23. TENANTS' INSURANCE AND PERSONAL PROPERTY: Tenants agrees to consider obtaining renter insurance to fully cover the value of their property and possession in the Premises. Tenants shall not act, nor permit another to act in a manner which shall adversely affect, increase the cost of, or result in cancellation of any fire or other insurance policy of the Landlord covering the Premises. Tenants acknowledges that all of Tenants' personal property or that which belongs to others placed on the Premises at the invitation of or with the consent of Tenants shall be at the Tenants' sole risk. To the extent permitted by law, Tenants shall indemnify and hold harmless Landlord from and against any loss or damage to such personal property.

24. PAYMENT OF HOA DUES: The Landlord agrees to pay all dues and assessments levied by the Home Owners Association.

25. ACCESS TO THE PREMISES AND INSPECTION DURING OCCUPANCY: The Landlord or Landlord's Agent, upon reasonable notice to the Tenants and at reasonable times, may enter the Premises in order to inspect, make necessary' or agreed-upon repairs, decorations, alterations, or improvements, supply necessary or agreed-upon services, place a "For Rent" or "For Sale" sign upon the Premises and/ or a key lockbox. "Reasonable times" shall generally be considered to be between 9:00 a.m. and 8:00 p.m. If Landlord or Landlord's Agent is unable to gain access after making reasonable attempts to arrange an appointment with the Tenants, Tenants authorizes Landlord or Landlord's Agent to use a key provided by Landlord or Landlord's Agent to gain entrance to the property. Before using this authorization, Landlord or Landlord's Agent shall notify the Tenants of the date and time of the inspection, although the Landlord or Landlord's Agent is under no obligation to inspect.

    In case of emergency, where it is impractical for the Landlord or Landlord's Agent to give reasonable notice to the Tenants of the intent to enter the Premises, or in case the Premises have been vacated, abandoned or surrendered by the Tenants, the Landlord or Landlord's Agent may enter the Premises without notice and without the consent of the Tenants. Should it become necessary to make repairs or to decorate the Premises, the Landlord or Landlord's Agent, whenever possible, shall make arrangements for such workers to coordinate with the Tenants the time and date when workers may enter the Premises in order to accomplish the work. It shall be the Tenant's responsibility to ensure these workers have access to the Premises at a time and date convenient to both Tenants and workers and that this time and date should be during the regular business hours of the firm doing the work. If the Tenants refuses to allow or prevents this access as provided herein, Tenants shall bear any additional expense incurred by the Landlord or Landlord's Agent. The Landlord may take legal action to compel access or may terminate this Lease. In either case, the Landlord or Landlord's Agent may recover actual damages sustained and reasonable attorney's fees.

26. STORAGE: If any storage space is provided by the Landlord, it is understood that the storage space is only to accommodate the Tenant, and the Tenant uses the same at his own risk, upon the express stipulation and agreement that the Landlord shall not be liable for any loss of property stored in such storage space or any damage or injury or loss whatsoever. All stored items must be neat and orderly. Storage of any chemicals, flammable liquids, explosives, or any other dangerous substances is expressly forbidden and is in violation of this lease.

27. UNTENANTABLE PREMISES: In the event said premises are rendered totally untenantable by fire or other casualty, not arising from the fault or negligence of the Tenant, the Landlord shall decide within a reasonable time not to exceed 30 days not to repair, this lease shall cease and the rent and utility payments provided herein shall be paid up to the date of such injury or damage. If the leased premises shall be partially destroyed or injured by fire or other casualty, not arising from the fault or negligence of the Tenant, Landlord shall repair within 30 days the same with reasonable diligence after notice of such destruction or injury; the rent herein reserved, or a just and proportionate part thereof, according to the nature and extent of the damage which has be sustained, shall be abated until said premises has have been duly repaired and substantially restored.

28. NON-SMOKING: Premises and surrounding property are absolutely **NON-SMOKING**. Violation of this condition is grounds for immediate termination of this lease agreement and forfeiture of all deposits and the Tenants shall be liable for the balance of the full rent amounts herein until the expiration of the term of this lease.

[redacted] HARDWOOD FLOORS: All furniture placed on the hardwood floors of the premises will be padded with either a rug or felt pads affixed to the legs and bottom of the furniture to eliminate scratches to the hardwood floors. Further, any damage or scratches to the hardwood floors caused by the tenant, occupants, guests or pets will be repaired and refinished or if necessary replaced at the tenants' expense. [redacted]

© 2010 Jaris Realty, Inc. All Rights Reserved
NOTICE: This document remains the intellectual property of Jaris Realty, Inc. and is not to be re-created or copied for any use other than for this Connor and Caribou Homes, LLC. agreement.

RESIDENTIAL LEASE AGREEMENT

30. GARAGE AND DRIVEWAY: The Tenant and occupants agree to keep all automobile fluids and lubricants from dripping on the garage floors and driveway. Any stains or related damage to the garage floor and driveway will be removed/repairs at the Tenants expense

31. RENTAL PAYMENTS: Monthly rent is due the first of each month during the term of the lease. All rents, fees, or other payments to the Landlord must be set up for automatic payment by Bill Pay, Check or other similar funds transfer method agreed to by the Landlord. The Landlord will supply required bank and account information to the Tenants to setup the automatic payment transactions.

    A late fee equal to 5% of the monthly rent will be charged for any rent not received by the Landlord in person by the 3rd day of each month. Unless otherwise agreed to in writing by the Landlord and Tenant, eviction processing will begin immediately if full payment (with good funds) for the current month's rent is not received by the Landlord within 5 days of the due date. An additional fee of $50 will be charged for any insufficient funds notice that occurs.

32. EVICTION: It is agreed that if the Tenant shall be in arrears in the payment of any installation of rent or utilities, or any portion thereof, or in default of any of the covenants or agreements herein contained to be performed by the Tenant, which default shall be uncorrected for a period of three (3) days after Landlord has given written notice thereof, Landlord may, at his option, without liability for trespass or for damages; enter into and upon premises, or a portion thereof; declare the terms of this lease violated; repossess the said premises and property as of the Landlord's former estate; peacefully expel and remove the Tenant, those claiming under him, or any person or persons occupying the same and their effects; all without prejudice to any other remedies available to the Landlord for arrears of the rent, utilities, or breach of covenant.

33. NOTICES AND AGENTS: In every instance in which notice is required to be given, such notices shall be in writing and personally delivered or sent by first class, certified or registered mail. Notice to the Landlord shall be addressed to the Landlord's address provided below. Notice to the Tenants shall be addressed to the Premises. All notices sent by mail are considered given as of the postmark date. Either party may change the address to which notices are to be sent by sending written notice of such new address to the other party. Should the Landlord retain an Agent who is a licensed real estate broker, any authority vested in the Landlord under the terms of this Lease may be exercised by the Agent and all notices to be provided to the Landlord shall be furnished to the Landlord's Agent instead.

34. SHOWING OF PREMISES FOR RENT OR SALE: During the last sixty (60) days of this Lease, the Tenants shall permit the posting of a "For Rent" sign and shall allow the Premises to be shown to prospective Tenants during the hours of 9:00 a.m. to 8:00 p.m. daily. During the last ninety (90) days of this Lease, the Tenants shall permit the posting of a "For Sale" sign and shall allow the Premises to be shown to prospective Purchasers during the hours of 9:00 a.m. to 8:00 p.m. daily. Landlord or Landlord's Agent, if requested, shall give the Tenants at least one hour's telephone notice of such showings. However, if the Tenants are not home when the telephone call is made, the Premises may be shown utilizing the key retained by the Landlord or Landlord's Agent or by use of a key lockbox, as authorized by the Landlord. Tenants agree to keep Premises clean and orderly and that any pets (permitted on the Premises only by an addendum to this Lease) shall not be allowed to obstruct or interfere with any showing of the Property for rent or sale. Tenants agree to make all reasonable accommodations to comply.

35. ~~FURNISHED PREMISES: The premises and property leased are furnished, the inventory of said furnishings and personal property is hereto attached and hereby made a part hereto as fully and to the same extent as though enumerated herein, and the Tenant acknowledges that all of said items, except as noted on the Landlord's copy of the inventory, are in as new condition and good order, and the Tenant agrees to pay all costs of repairing any damage, loss, cleaning, laundering or replacing same, ordinary wear excepted. The Tenant has 7 days from the date of occupancy to provide to the Landlord in writing, any discrepancies from the Landlord's inventory list and jointly agreed changes to the Landlord's inventory list. If no written discrepancies are received within the 7 days of occupancy, then the Landlord's inventory is considered to be fully accepted and correct.~~

36. ACT OF GOVERNMENT: If the leased Premises is acquired or condemned by eminent domain for any public or quasi-public use or purpose, whether in whole or in part, and such acquisition or condemnation renders the Premises uninhabitable then the Term of this Lease shall cease and terminate as of the date of the governmental body obtains title in such proceedings, and all rents shall be paid to that date and the Tenants shall have no claims against the Landlord or Landlord's Agent for any value of the unexpired Term of the Lease.

37. DRUG-FREE PREMISES: It is the policy of the Landlord to make reasonable efforts to provide an environment free from any illegal drug activity. Tenants acknowledge that the use or possession of illegal drugs (including any controlled dangerous substances as defined by federal, state or local law) upon the Premises is strictly prohibited. Tenants agree that no person occupying or otherwise using the Premises, shall manufacture, sell, distribute, dispense, or store any illegal drugs on or about the Premises, nor shall any such person attempt, endeavor or conspire to manufacture, sell, distribute or store any illegal drugs on or about the Premises. Any violation of this prohibition shall give Landlord the right to terminate this Lease immediately, in which event Tenants shall vacate the Premises upon five (5) days notice from the Landlord or Landlord's Agent. If Tenants fail to vacate the Premises in accordance with the notice, Landlord shall be entitled to immediately seek repossession of the Premises in

© 2010 Jaris Realty, Inc. All Rights Reserved
NOTICE: This document remains the intellectual property of Jaris Realty, Inc. and is not to be re-created or copied for any use other than for this Connor and Caribou Homes, LLC. agreement.

RESIDENTIAL LEASE AGREEMENT

accordance with applicable law. Tenants agree Landlord shall be entitled to repossession of the Premises pursuant to this provision if Landlord or Landlord's Agent has a reasonable basis to believe there has been a breach of this covenant to maintain a drug-free environment. Tenants agree that they are bound by all of the terms of a LEASE VIOLATION stated above.

38. HEIRS AND ASSIGNS: It is understood and agreed that the terms and conditions contained in this agreement to be performed by the respective parties are binding on and may be legally enforced by said parties, their heirs, executors, administrators, successors and assigns.

39. PETS: No pets of any kind are permitted on the Premises at any time except those permitted in writing by Landlord or by Law. An ADDITIONAL deposit of Six Hundred Dollars ($600.00) plus One Hundred Dollars ($100.00) per additional pet shall be paid Tenants once approval of a pet has been granted. In any event, Tenants shall be responsible for all costs of repairing any damages not covered by the deposit or removing any stains, odors or Hardwood Floor Scratches outside of normal wear and tear caused by an animal on the Premises. **(All pet deposits are NON-REFUNDABLE within these lease terms)**

    - One (1) Dog allowed per this lease which is a 3 year old Golden–Doodle.

    Initial: M.C. YC

40. FINAL AGREEMENT: All parties to this Lease acknowledge that the full and final agreement between the parties is contained herein and there are no other verbal or implied conditions existing which are not contained herein. Similarly, all parties to the Agreement recognize that any Addendum to this Agreement must be executed in writing, approved and signed by all necessary parties.

41. DISPUTE: In the event of any dispute arising under the terms of this lease, or in the event of non-payment of any sums arising under this lease, and in the event the matter is turned over to an attorney, the prevailing party in such dispute shall be entitled, in addition to other damages or costs, to receive reasonable attorney's fees from the other party.

42. Whenever the words "Landlord" and "Tenant" are used in this lease, as the context requires they shall be deemed to refer equally to persons of both sexes and to corporations and co-partnerships, singular to include plural and plural to include singular.

43. ADDITIONAL PROVISIONS: This Lease will allow the tenant to extend the lease in writing to the Landlord/ Owner sixty (60) days prior to the end of the lease terms for a time period agreed upon at that time. The Landlord/Owner of this rental home will provide a **"First Right of Refusal"** to the said tenant in this lease to submit an reasonable fair market value offer to purchase at any point in time providing the Landlord /Owners are ready to sell and the tenant is ready to purchase.

© 2010 Jaris Realty, Inc. All Rights Reserved
NOTICE: This document remains the intellectual property of Jaris Realty, Inc. and is not to be re-created or copied for any use other than for this Connor and Caribou Homes, LLC. agreement.

RESIDENTIAL LEASE AGREEMENT

Addresses and contact information and written notification:

Tenants: Michael & Yvette Connor

Name: Michael Connor

Address: 3614 72nd Place SE
Mercer Island WA 98040

Caribou Homes, LLC. (Owner)
Caribou Homes, LLC.
215 Saint Paul St. STE 290
Denver, CO 80206
( ) (Office)
( ) (Cell)
(Email)

(Alt/Emergencies only -Diane Ortiz)
(303) 587-0312

Landlord

SHOULD ANY PROVISION of this lease violate any federal, state or local law or ordinance, that provision shall be deemed amended to so comply with such law or ordinance, and shall be construed in a manner so as to comply. This lease shall be binding on the parties, their personal representatives, successors and assigns.

THIS IS A LEGALLY BINDING CONTRACT, IF NOT UNDERSTOOD, SEEK COMPETENT ADVICE.

2/14/2010
(Tenant Signature) Date

(Agent for Landlord Signature) Date

2/24/2010
(Tenant Signature) Date

Attachments / Notes:

*** In addition to the Pet Policy stated in this lease, the tenants will be held responsible for any damage to the hardwood floors and carpet from the dog with the exception of normal wear and tear on the carpet and hard wood floors. This would be in effect only if the tenants do not purchase the home at the end of the lease term. Normal wear and tear on hardwood and carpet is to be expected such as minor scratches, dents, discoloration, track marks, furniture marks and warranty issues; the owner will not hold the tenant liable for such items. The prior walk-through inspection will note prior damage and defects prior to tenant move-in.**

Initial: MC yc **Initial:** yc

*** Landlord agrees to purchase and install blinds in the Master Bath room to allow for privacy.**

Initial: MC yc **Initial:** yc

© 2010 Jaris Realty, Inc. All Rights Reserved
NOTICE: This document remains the intellectual property of Jaris Realty, Inc. and is not to be re-created or copied for any use other than for this Connor and Caribou Homes, LLC. agreement.

EXHIBIT 8

Charlotte L. Keeley
Attorney at Law
1451 River Park Drive, Suite 244
Sacramento, CA 95815
Telephone: (916) 922-4961; Facsimile: (916) 922-4196

June 14, 2010

Dianne M. Fetzer
Attorney at Law
455 University Avenue, Suite 201
Sacramento, CA 95825

TRANSMITTED BY FACSIMILE
ORIGINAL WILL NOT FOLLOW BY MAIL

Re: Marriage of Bettati, Arthur and Yvette Connor

Dear Ms. Fetzer:

Yvette Bettati has received and accepted an offer of employment with Marsh, Inc., located at 1225 17th Street, Suite 2100, Denver, CO.

Her new employment will begin prior to the start of the Castle Rock school year. Yvette has confirmed Amelia's enrollment at Castle Rock Elementary School. She is informed that Amelia's teacher will be Joan Stark and the school registrar mentioned to Yvette today that "something should be sent in the mail about next year" by the teacher.

Yvette has provided Art's address to the school, but if and when she receives any information by mail from the teacher, she will forward a copy to Art.

Very truly yours,

Charlotte L. Keeley

CLK/cm

cc: Yvette Bettati
Jacqueline Singer

EXHIBIT 9

Charlotte L. Keeley
Attorney at Law
1451 River Park Drive, Suite 244
Sacramento, CA 95815
Telephone: (916) 922-4961; Facsimile: (916) 922-4196

June 21, 2010

Dianne Fetzer
Attorney at Law
455 University Avenue, Suite 201
Sacramento, CA 95825

TRANSMITTED BY FACSIMILE
ORIGINAL WILL NOT FOLLOW BY MAIL

Re: Marriage of Bettati

Dear Ms. Fetzer:

Yvette has scheduled a moving date of July 26, 2010, with arrival in Colorado by July 30, 2010.

Yvette's position is Senior Vice President, Global Risk Management Practice Leader, in Denver, for Marsh USA.

Yvette has never before applied for or been offered employment with Marsh USA. She has previously twice worked for an insurance brokerage firm, including her first broker position (1992), and again later in her career (January 2004 - September 2004), before she joined Roll International and resumed working in corporate risk management.

Working on the insurance brokerage side of the Risk Management business provides more flexibility in terms of scheduling personal and professional activities than corporate-based Risk Management positions. One of Yvette's priorities in her current job search, to which Marsh USA committed, was employment that achieves balance between personal and professional goals and responsibilities. As a Senior Executive, Yvette's travel will be less frequent and more strategic than others who are responsible for direct account support.

Yvette's prior corporate risk management position also involved travel, both domestic and international. She has discussed travel with her new employer and at this time anticipates it will be consistent with her travel while employed for Vulcan. Also, considering the Denver "hub" advantage, travel time will be easier when traveling to NYC and other major cities, including international destinations, again considering direct "Denver-hub" flights.

Very truly yours,

Charlotte L. Keeley
CLK/cm
cc: Yvette Bettati
Jacqueline Singer

EXHIBIT 10

Superior Court of California
County of Sacramento

ORDER DETERMINING DISPOSITION OF EX PARTE APPLICATION
FAMILY LAW

Petitioner

vs.

Respondent

Case Number: 07FL04442

Date of Application: 12-3-07

Noticed for: 1:30

Moving Party: ☐ Petitioner ☑ Respondent ☐ Other _____

Appearances:

☐	Petitioner	☑	(Attorney) Michael Trokle
☐	Respondent	☑	(Attorney) Charles Bartley
☐	Other: _____	☐	(Attorney) _____

☑ The application is granted.

☐ The application is granted as modified.

☐ The application is denied on the merits.

☐ The application is denied due to lack of notice.

☐ Other: _____

Dated: DEC - 3 2007

Judge of the Superior Court

ROBERT C. HIGHT

FL -64 (Revised 6-04-01)

EXHIBIT 11

CHARLOTTE L. KEELEY
Attorney at Law
State Bar No. 88904
1451 River Park Drive, Suite 244
Sacramento, CA 95815
Telephone: (916) 922-4961

Attorney for Respondent

FILED
ENDORSED
2007 DEC 18 PM 12:11
DEPARTMENT 123
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SACRAMENTO

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SACRAMENTO

In re the Marriage of:

Petitioner: Arthur J. Bettati, Jr.

and

Respondent: Yvette Bettati

Case No. 07FL04448

Stipulation and Order re: Christmas 2007 Parenting Time

IT IS HEREBY AGREED by and between the parties, namely, Arthur J. Bettati, Jr., and by his attorney, Michael Trenkle, and Yvette Bettati, making a special appearance, and by her attorney, Charlotte L. Keeley, as follows:

1. The parties agree that Petitioner will have parenting time with the minor child, Amelia Kathleen Bettati, date of birth May 12, 2003, in Sacramento, California, from December 23, 2007, through January 6, 2007.

2. Petitioner shall fly to Seattle to pick up Amelia on December 23, 2007, to transport Amelia, by air flight, from Washington to California. Respondent shall transport Amelia to the SeaTac Airport at or after 11:30 am on December 23, 2007. Respondent shall fly to Sacramento to pick up Amelia on January 6, 2008, to transport Amelia, by air flight, from California to Washington. The parties will exchange Amelia's custody at the McDonald's Restaurant located at Hazel Avenue and Highway 50 at 12:15 pm on January 6, 2008.

Each parent shall purchase and pay for his or her individual air flight tickets and

also a ticket for the minor child for his or her respective flight, on the dates indicated above in this paragraph.

3. Because no furniture is presently located at the parties' Fair Oaks residence, the parties agree that Petitioner and the child shall stay at Petitioner's parents' home during his Sacramento parenting period.

4. Neither party will make disparaging remarks about the other in the presence of the child. Neither party will permit any other adult to make disparaging remarks about the other in the presence of the child.

5. Neither party will discuss any aspect of the parties' family law litigation, including but not limited to the factual circumstances relating to the parties' separation, either party's alleged involvement with a third party, the conduct of either parent, and the likely custody outcome, including future living or school arrangements, with the minor child or in the presence of the minor child. Neither party will permit any other adult to discuss any of the above subject areas with the minor child or in the presence of the minor child.

THE FOREGOING IS AGREED TO BY:

Dated: December 10, 2007

Arthur J. Bettati, Jr.
Petitioner

Dated: _____

See attached page
Yvette Bettati
Respondent

THE FOREGOING IS AGREED TO BY:

Dated: 12-10-07

Michael Trenkle
Attorney for Petitioner

Dated: _____

See attached page
Charlotte L. Keeley
Attorney for Respondent

also a ticket for the minor child for his or her respective flight, on the dates indicated above in this paragraph.

3. Because no furniture is presently located at the parties' Fair Oaks residence, the parties agree that Petitioner and the child shall stay at Petitioner's parents' home during his Sacramento parenting period.

4. Neither party will make disparaging remarks about the other in the presence of the child. Neither party will permit any other adult to make disparaging remarks about the other in the presence of the child.

5. Neither party will discuss any aspect of the parties' family law litigation, including but not limited to the factual circumstances relating to the parties' separation, either party's alleged involvement with a third party, the conduct of either parent, and the likely custody outcome, including future living or school arrangements, with the minor child or in the presence of the minor child. Neither party will permit any other adult to discuss any of the above subject areas with the minor child or in the presence of the minor child.

THE FOREGOING IS AGREED TO BY:

Dated: December 10, 2007

Arthur J. Bettati, Jr.
Petitioner

Dated: December 11, 2007

Yvette K. Bettati
Respondent

THE FOREGOING IS AGREED TO BY:

Dated: 12-10-07

Michael Trenkle
Attorney for Petitioner

Dated: 12/10/07

Charlotte L. Keeley
Attorney for Respondent

In re the Marriage of:
Petitioner: Arthur J. Bettati, Jr.
Respondent: Yvette Bettati

Page three of three

Case No. 07FL04448
Stipulation and Order re: Christmas 2007 Parenting Time

Pursuant to stipulation of the parties, IT IS SO ORDERED.

DATED: DEC 1 8 2007

ROBERT C. HIGHT
JUDGE OF THE SUPERIOR COURT

EXHIBIT 12

FILED
ENDORSED
2008 JAN 17 PM 1:44
DEPARTMENT 123
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SACRAMENTO

CHARLOTTE L. KEELEY
Attorney at Law
State Bar No. 88904
1451 River Park Drive, Suite 244
Sacramento, CA 95815
Telephone: (916) 922-4961

Attorney for Respondent

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SACRAMENTO

In re the Marriage of:

Petitioner: Arthur J. Bettati, Jr.

and

Respondent: Yvette Bettati

Case No. 07FL04448

Stipulation and Order re: January 2008 Parenting Time

IT IS HEREBY AGREED by and between the parties, namely, Arthur J. Bettati, Jr., and by his attorney, Michael Trenkle, and Yvette Bettati, making a special appearance, and by her attorney, Charlotte L. Keeley, as follows:

1. The parties agree that Petitioner will have parenting time with the minor child, Amelia Kathleen Bettati, date of birth May 12, 2003, in Sacramento, California, from January 15, 2008, 4:00 pm, through January 21, 2008, 11:30 am.

2. Petitioner will fly to Seattle and pick Amelia up at 4:00 pm, directly from her school, on January 15, 2008, and will transport Amelia, by air flight, from Washington to California. Respondent will fly to Sacramento and pick Amelia up on January 21, 2008, at 11:30 am, and will transport Amelia, by air flight, from California to Washington. The parties will exchange Amelia's custody at a mutual friend's home (Scarlet), at 11:30 a.m. on January 21, 2008.

Each parent shall purchase and pay for his or her individual air flight tickets and also a ticket for the minor child for his or her respective flight, on the dates indicated above

in this paragraph.

3. The parties agree that Petitioner and the child shall stay at Petitioner's parents' home during his Sacramento parenting period.

4. Petitioner agrees to regularly make Amelia available, at least one time each day, when Respondent telephones to speak with her.

5. Neither party shall question Amelia about the other parent's activities or location. Neither party shall use Amelia as a conduit of information for the other parent.

6. Neither party will make disparaging remarks about the other parent in the presence of the child. Neither party will permit any other adult to make disparaging remarks about the other in the presence of the child.

7. Neither party will discuss any aspect of the parties' family law litigation, including but not limited to the factual circumstances relating to the parties' separation, either party's alleged involvement with a third party, the conduct of either parent, and the likely custody outcome, including future living or school arrangements, with the minor child or in the presence of the minor child. Neither party will permit any other adult to discuss any of the above subject areas with the minor child or in the presence of the minor child.

8. Petitioner agrees to return to Respondent on January 21, 2008, all of the items sent with Amelia for Amelia's Christmas trip to California, including but not limited to all articles of clothing and stuffed animals. Petitioner also agrees to permit Amelia to select some of her Christmas 2007 gifts from "Santa" for transport to Washington.

9. The parties agree that faxed signatures shall have the same force and effect of an original signature for purposes of execution of this stipulation and order and that this stipulation and order may be signed in the counterpart.

THE FOREGOING IS AGREED TO BY:

Dated: January 10, 2008

Arthur J. Bettati, Jr.
Petitioner

In re the Marriage of:
Petitioner: Arthur J. Bettati, Jr.
Respondent: Yvette Bettati

Page three of three

Case No. 07FL04448
Stipulation and Order re: January 2008 Parenting Time

Dated: 1/ /

See previous page
Yvette Bettati
Respondent

THE FOREGOING IS AGREED TO BY:

Dated: 1/10/08

Michael Trenkle
Attorney for Petitioner

Dated: 1/10/08

Charlotte L. Keeley
Attorney for Respondent

Pursuant to stipulation of the parties, IT IS SO ORDERED.

DATED: _____

Michael S. Ullman
JUDGE OF THE SUPERIOR COURT

articles of clothing and stuffed animals. Petitioner also agrees to permit Amelia to select some of her Christmas 2007 gifts from "Santa" for transport to Washington.

9. The parties agree that faxed signatures shall have the same force and effect of an original signature for purposes of execution of this stipulation and order and that this stipulation and order may be signed in the counterpart.

THE FOREGOING IS AGREED TO BY:

Dated:_____

See previous page
Arthur J. Bettati, Jr.
Petitioner

In re the Marriage of:
Petitioner: Arthur J. Bettati, Jr.
Respondent: Yvette Bettati

Case No. 07FL04448
Stipulation and Order re:
January 2008 Parenting Time

Page three of three

Dated: 1-10-08

Yvette Bettati
Respondent

THE FOREGOING IS AGREED TO BY:

Dated:_____

See page attached
Michael Trenkle
Attorney for Petitioner

EXHIBIT 13

CHARLOTTE L. KEELEY
Attorney at Law
State Bar No. 88904
1451 River Park Drive, Suite 244
Sacramento, CA 95815
Telephone: (916) 922-4961

Attorney for Respondent

FILED
ENDORSED

2008 FEB 19 PM 4:13

DEPARTMENT 123
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SACRAMENTO

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SACRAMENTO

In re the Marriage of:

Petitioner: Arthur J. Bettati, Jr.

and

Respondent: Yvette Bettati

Case No. 07FL04448

Stipulation and Order Re: February 2008 Parenting Time

IT IS HEREBY AGREED by and between the parties, namely, Arthur J. Bettati, Jr., and by his attorney, Michael Trenkle, and Yvette Bettati, making a special appearance, and by her attorney, Charlotte L. Keeley, as follows:

1. The parties agree that Petitioner will have parenting time with the minor child, Amelia Kathleen Bettati, date of birth May 12, 2003, in Sacramento, California, from February 15, 2008, 4:00 p.m., through February 25, 2008, 11:00 a.m.

2. Petitioner will fly to Seattle and pick Amelia up at 4:00 p.m., directly from her school, on February 15, 2008, and will transport Amelia, by air flight, from Washington to California. Respondent will fly to Sacramento and pick Amelia up on February 25, 2008, and will transport Amelia, by air flight, from California to Washington. The parties will exchange Amelia's custody at a mutual friend's home (Scarlet), at 11:00 a.m. on February 25, 2008.

Each parent shall purchase and pay for his or her individual air flight tickets and also a ticket for the minor child for his or her respective flight, on the dates indicated above

in this paragraph.

3. The parties agree that Petitioner and the child shall stay at Petitioner's parents' home during his Sacramento parenting period.

4. Petitioner agrees to regularly make Amelia available, at least one time each day, when Respondent telephones to speak with her.

5. Neither party shall question Amelia about the other parent's activities or location. Neither party shall use Amelia as a conduit of information for the other parent.

6. Neither party will make disparaging remarks about the other parent in the presence of the child. Neither party will permit any other adult to make disparaging remarks about the other in the presence of the child.

7. Neither party will discuss any aspect of the parties' family law litigation, including but not limited to the factual circumstances relating to the parties' separation, either party's alleged involvement with a third party, the conduct of either parent, and the likely custody outcome, including future living or school arrangements, with the minor child or in the presence of the minor child. Neither party will permit any other adult to discuss any of the above subject areas with the minor child or in the presence of the minor child.

8. Petitioner agrees to return to Respondent on February 25, 2008, the broken green Tumi suitcase, Amelia's pink dress and her silver sparkle shoes (Christmas gifts from her aunt).

9. The parties agree that faxed signatures shall have the same force and effect of an original signature for purposes of execution of this stipulation and order and that this stipulation and order may be signed in the counterpart.

THE FOREGOING IS AGREED TO BY:

Dated: 2 - 7 - 2008

Arthur J. Bettati, Jr.
Petitioner

In re the Marriage of:
Petitioner: Arthur J. Bettati, Jr.
Respondent: Yvette Bettati

Page Three of Three

Case No. 07FL04448
Stipulation and Order re:
February 2008 Parenting Time

Dated: _____

See page attached
Yvette Bettati
Respondent

THE FOREGOING IS AGREED TO BY:

Dated: 2-7-08

Michael Trenkle
Attorney for Petitioner

Dated: _____

See page attached
Charlotte L. Keeley
Attorney for Respondent

Pursuant to stipulation of the parties, IT IS SO ORDERED.

DATED: _____

See page attached
JUDGE OF THE SUPERIOR COURT

In re the Marriage of:
Petitioner: Arthur J. Bettati, Jr.
Respondent: Yvette Bettati

Case No. 07FL04448
Stipulation and Order re:
February 2008 Parenting Time

Page Three of Three

Dated: 2-7-08

Yvette Bettati
Respondent

THE FOREGOING IS AGREED TO BY:

Dated: _____

See previous page
Michael Trenkle
Attorney for Petitioner

Dated: 2/12/08

Charlotte L. Keeley
Attorney for Respondent

Pursuant to stipulation of the parties, IT IS SO ORDERED.

DATED: FEB 19 2008

EUGENE L. PALONON
JUDGE OF THE SUPERIOR COURT

EXHIBIT 14

CHARLOTTE L. KEELEY
Attorney at Law
State Bar No. 88904
1451 River Park Drive, Suite 244
Sacramento, CA 95815
Telephone: (916) 922-4961

Attorney for Respondent

FILED
ENDORSED

2008 MAR 10 AM 8:41

DEPARTMENT 123
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SACRAMENTO

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SACRAMENTO

In re the Marriage of:

Petitioner: Arthur J. Bettati, Jr.

and

Respondent: Yvette Bettati

Case No. 07FL04448

Stipulation and Order Re: Private Mediation

IT IS HEREBY AGREED by and between the parties, namely, Arthur J. Bettati, Jr., and by his attorney, Michael Trenkle, and Yvette Bettati, making a special appearance, and by her attorney, Charlotte L. Keeley, as follows:

The parties agree that Mary Ann Frank, PO Box 127, Lincoln, California 95648, telephone number (916) 483-2356, pursuant to Family Code §3164, is appointed by the court to provide mediation and a recommendation regarding the issues of child custody and visitation in the above-entitled matter.

Mediation shall be performed in accordance with the provisions of Family Code §§ 3177, 3178(a), 3180, and 3181(a), 3182, 3183, 3184, 3185(a) and 3186(a), which provide, in pertinent part, as follows:

Confidential Mediation Proceedings (Family Code §3177). Mediation proceedings shall be held in private and shall be confidential. All communications, verbal or written, from the parties to the mediator made in the proceeding are official information within the meaning of Section 1040 of the Evidence Code.

Agreement Reached by Parties (Family Code §3178(a). An agreement reached by the parties as a result of mediation shall be limited to the resolution of issues relating to parenting plans, custody, visitation, or a combination of these issues.

Assessment of Needs and Interests of Children (Family Code §3180). In mediation proceedings the mediator has the duty to assess the needs and interests of the child involved in the controversy, and is entitled to interview the child where the mediator considers the interview appropriate or necessary. The mediator shall use his or her best efforts to effect a settlement of the custody or visitation dispute that is in the best interest of the child.

Separate Mediation Where Domestic Violence Prevention Order Exists (Family Code §3181). Where there has been a history of domestic violence between the parties or where a domestic violence prevention order has been issued by a court, at the request of the party alleging domestic violence in a written declaration under penalty of perjury, or the party protected by a court order, the mediator shall meet with the parties separately and at separate times.

Exclusion of individuals From Mediation Proceeding. (Family Code §3182). The mediator has authority to exclude counsel from participation in the mediation proceedings if, in the mediator's discretion, exclusion of counsel is appropriate or necessary. The mediator has authority to exclude a domestic violence person from a mediation proceeding if the support person participates in the mediation session, or acts as an advocate, or the presence of a particular support person is disruptive or disrupts the process of mediation.

Recommendations. (Family Code §3183, 3185(a)). The mediator shall inform the court in writing if issues relating to custody and/or visitation are not resolved by agreement of the parties participating in mediation. The mediator shall submit a recommendation to the court as to the custody of or visitation with the child.

Where the parties have not reached agreement as a result of the mediation proceedings, the mediator may recommend to the court that an investigation be conducted or that other action be taken to assist the parties to effect a resolution of the controversy before a hearing on the issues.

The mediator may recommend that restraining orders be issued, pending determination of the controversy, to protect the well-being of the child involved in the controversy.

Recommendation that Counsel be Appointed for a Minor Child (Family Code §3184). The mediator may recommend to the court that counsel be appointed to represent the minor child. In making this recommendation, the mediator shall inform the court of the reasons why it would be in the best interest of the minor child to have counsel appointed.

Agreements Reached in Mediation (Family Code §3186). An agreement reached by the parties as a result of mediation shall be reported to counsel for the parties by the mediator on the day set for mediation or as soon thereafter as practical, but before the agreement is reported to the court.

2. The mediator shall have access to pertinent information and records obtained by Child Protective Services (pursuant to the policy of the Juvenile Court), the criminal justice system, and the schools regarding the above-named parents and children and shall keep such information confidential. The mediator may include reliance on such information in the report to the Court but may not disclose the information. The attorneys and the parties

shall keep the mediation report confidential and shall not disclose it to the children involved or persons not parties to this action.

The mediator shall have access to Family Court Services personnel, other court-designated private sector mediators or court-designated custody (psychological) evaluators with whom these parents have had prior contact.

3. Payment of Mediation Fees. Respondent will pay all fees incurred for mediation, subject to reallocation by the court at a later date.

FOREGOING IS AGREED TO BY:

Dated: 2-21-2008

Arthur J. Bettati, Jr., Petitioner

Dated: _____

See page attached.

Yvette Bettati, Respondent

THE FOREGOING IS AGREED TO BY:

Dated: 2/20/08

Michael Trenkle
Attorney for Petitioner

Dated: 2/29/08

Charlotte L. Keeley
Attorney for Respondent

Pursuant to stipulation of the parties, IT IS SO ORDERED.

DATED: _____

See page attached.

JUDGE OF THE SUPERIOR COURT

shall keep the mediation report confidential and shall not disclose it to the children involved or persons not parties to this action.

The mediator shall have access to Family Court Services personnel, other court-designated private sector mediators or court-designated custody (psychological) evaluators with whom these parents have had prior contact.

3. Payment of Mediation Fees. Respondent will pay all fees incurred for mediation, subject to reallocation by the court at a later date.

FOREGOING IS AGREED TO BY:

Dated: 2-21-2008

Arthur J. Bettati, Jr., Petitioner

Dated: 2-28-2008

Yvette Bettati, Respondent

THE FOREGOING IS AGREED TO BY:

Dated: 2/20/08

Michael Arenkle
Attorney for Petitioner

Dated: _____

Charlotte L. Keeley
Attorney for Respondent

Pursuant to stipulation of the parties, IT IS SO ORDERED.

DATED: MAR 10 2008

EUGENE L. BALONON
JUDGE OF THE SUPERIOR COURT

EXHIBIT 15

FILED
ENDORSED
2008 MAR 25 AM 10: 15
DEPARTMENT 123
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SACRAMENTO

CHARLOTTE L. KEELEY
Attorney at Law
State Bar No. 88904
1451 River Park Drive, Suite 244
Sacramento, CA 95815
Telephone: (916) 922-4961

Attorney for Respondent

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SACRAMENTO

In re the Marriage of:	Case No. 07FL04448
Petitioner: Arthur J. Bettati, Jr.	**Stipulation and Order Re: March 2008 Parenting Time**
and	
Respondent: Yvette Bettati	

IT IS HEREBY AGREED by and between the parties, namely, Arthur J. Bettati, Jr., and by his attorney, Michael Trenkle, and Yvette Bettati, making a special appearance, and by her attorney, Charlotte L. Keeley, as follows:

1. The parties agree that Petitioner will have parenting time with the minor child, Amelia Kathleen Bettati, date of birth May 12, 2003, in Sacramento, California, from March 13, 2008, ~~3:30 p.m.~~ 12:30 pm, through March 20, 2008, 12:00 p.m. (noon).

2. Petitioner will fly to Seattle and pick Amelia up at ~~3:30 p.m.~~ 12:30 pm, directly from her school, on March 13, 2008, and will transport Amelia, by air flight, from Washington to California. Respondent will fly to Sacramento and pick Amelia up on March 20, 2008, and will transport Amelia, by air flight, back to Washington, upon the conclusion of Petitioner's Easter weekend vacation time with Amelia in Phoenix, Arizona. The parties will exchange Amelia's custody on March 20, 2008, at a mutual friend's home (Scarlet Fennel), at 12:00 p.m. (noon).

Each parent shall purchase and pay for his or her individual air flight tickets and

also a ticket for the minor child for his or her respective flight, on the dates indicated above in this paragraph.

3. The parties agree that Petitioner and the child shall stay at Petitioner's ~~parents'~~ home during his Sacramento parenting period. CH

4. Petitioner agrees to regularly make Amelia available, at least one time each day, when Respondent telephones to speak with her.

5. Neither party shall question Amelia about the other parent's activities or location. Neither party shall use Amelia as a conduit of information for the other parent.

6. Neither party will make disparaging remarks about the other parent in the presence of the child. Neither party will permit any other adult to make disparaging remarks about the other in the presence of the child.

7. Neither party will discuss any aspect of the parties' family law litigation, including but not limited to the factual circumstances relating to the parties' separation, either party's alleged involvement with a third party, the conduct of either parent, and the likely custody outcome, including future living or school arrangements, with the minor child or in the presence of the minor child. Neither party will permit any other adult to discuss any of the above subject areas with the minor child or in the presence of the minor child.

8. The parties agree that faxed signatures shall have the same force and effect of an original signature for purposes of execution of this stipulation and order and that this stipulation and order may be signed in the counterpart.

THE FOREGOING IS AGREED TO BY:

Dated: 3-12-2008

Arthur J. Bettati, Jr.
Petitioner

Dated: _____

See page attached

Yvette Bettati
Respondent

also a ticket for the minor child for his or her respective flight, on the dates indicated above in this paragraph.

3. The parties agree that Petitioner and the child shall stay at Petitioner's ~~parents'~~ home during his Sacramento parenting period.

4. Petitioner agrees to regularly make Amelia available, at least one time each day, when Respondent telephones to speak with her.

5. Neither party shall question Amelia about the other parent's activities or location. Neither party shall use Amelia as a conduit of information for the other parent.

6. Neither party will make disparaging remarks about the other parent in the presence of the child. Neither party will permit any other adult to make disparaging remarks about the other in the presence of the child.

7. Neither party will discuss any aspect of the parties' family law litigation, including but not limited to the factual circumstances relating to the parties' separation, either party's alleged involvement with a third party, the conduct of either parent, and the likely custody outcome, including future living or school arrangements, with the minor child or in the presence of the minor child. Neither party will permit any other adult to discuss any of the above subject areas with the minor child or in the presence of the minor child.

8. The parties agree that faxed signatures shall have the same force and effect of an original signature for purposes of execution of this stipulation and order and that this stipulation and order may be signed in the counterpart.

THE FOREGOING IS AGREED TO BY:

Dated: 3-12-2008

Arthur J. Bettati, Jr.
Petitioner

Dated: 3-12-2008

Yvette Bettati
Respondent

In re the Marriage of:
Petitioner: Arthur J. Bettati, Jr.
Respondent: Yvette Bettati

Case No. 07FL04448
Stipulation and Order re: March 2008 Parenting Time

Page Three of Three

THE FOREGOING IS AGREED TO BY:

Dated: 3-12-08

Michael Frenkle
Attorney for Petitioner

Dated: 3/12/08

Charlotte L. Keeley
Attorney for Respondent

Pursuant to stipulation of the parties, IT IS SO ORDERED.

MAR 2 5 2008

DATED: _____

EUGENE L. BALONON
JUDGE OF THE SUPERIOR COURT

EXHIBIT 16

CHARLOTTE L. KEELEY
Attorney at Law
State Bar No. 88904
1451 River Park Drive, Suite 244
Sacramento, CA 95815
Telephone: (916) 922-4961

Attorney for Respondent

FILED
ENDORSED
2008 APR 15 AM 11:25
DEPARTMENT 123
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SACRAMENTO

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SACRAMENTO

In re the Marriage of:

Petitioner: Arthur J. Bettati, Jr.

and

Respondent: Yvette Bettati

Case No. 07FL04448

Stipulation and Order Re: April 2008 Parenting Time

IT IS HEREBY AGREED by and between the parties, namely, Arthur J. Bettati, Jr., and by his attorney, Michael Trenkle, and Yvette Bettati, and by her attorney, Charlotte L. Keeley, as follows:

1. Petitioner will have parenting time with the minor child, Amelia, in Sacramento, California, from April 10, 2008, immediately following the conclusion of the parties' joint custody mediation session, at approximately 11:00 a.m., through April 15, 2008, 12:00 p.m. (noon).

2. Respondent will fly with Amelia to Sacramento prior to the parties' joint April 10th mediation session. Respondent will fly to Sacramento and pick Amelia up on April 15, 2008, and will transport Amelia, by air flight, back to Washington, upon the conclusion of Petitioner's parenting time with Amelia in California.

3. The parties will exchange Amelia's custody on April 15, 2008, at a mutual friend's home (Scarlet Fennel), at 12:00 p.m. (noon).

4. Petitioner agrees to regularly make Amelia available, at least one time each day,

when Respondent telephones to speak with her.

5. Neither party shall question Amelia about the other parent's activities or location. Neither party shall use Amelia as a conduit of information for the other parent.

6. Neither party will make disparaging remarks about the other parent in the presence of the child. Neither party will permit any other adult to make disparaging remarks about the other in the presence of the child.

7. Neither party will discuss any aspect of the parties' family law litigation, including but not limited to the factual circumstances relating to the parties' separation, either party's alleged involvement with a third party, the conduct of either parent, and the likely custody outcome, including future living or school arrangements, with the minor child or in the presence of the minor child. Neither party will permit any other adult to discuss any of the above subject areas with the minor child or in the presence of the minor child.

8. The parties agree that faxed signatures shall have the same force and effect of an original signature for purposes of execution of this stipulation and order and that this stipulation and order may be signed in the counterpart.

THE FOREGOING IS AGREED TO BY:

Dated: 4-9-08

Arthur J. Bettati, Jr.
Petitioner

Dated: _____

See page attached
Yvette Bettati
Respondent

THE FOREGOING IS AGREED TO BY:

Dated: 4/9/08

Michael Trenkle
Attorney for Petitioner

Dated: 4-7-08

Yvette Bettati
Respondent

THE FOREGOING IS AGREED TO BY:

Dated:

See previous page
Michael Trenkle
Attorney for Petitioner

04/08/2008 09:31 2062322904
04/08/2008 09:22 2062322904 THE UPSSTORE PAGE 04/05

In re the Marriage of:
Petitioner: Arthur J. Bettati, Jr.
Respondent: Yvette Bettati

Page Three of Three

Case No. 07FL04448
Stipulation and Order re:
April 2008 Parenting Time

Dated: 4/8/08

Charlotte L. Keeley
Attorney for Respondent

Pursuant to stipulation of the parties, IT IS SO ORDERED.

DATED: APR 1 5 2008

EUGENE L. BALONON
JUDGE OF THE SUPERIOR COURT

EXHIBIT 17

FILED
ENDORSED

2008 JUN -3 AM 11:06

DEPARTMENT 123
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SACRAMENTO

CHARLOTTE L. KEELEY
Attorney at Law
State Bar No. 88904
1451 River Park Drive, Suite 244
Sacramento, CA 95815
Telephone: (916) 922-4961

Attorney for Respondent

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SACRAMENTO

In re the Marriage of:

Petitioner: Arthur J. Bettati, Jr.

and

Respondent: Yvette Bettati

Case No. 07FL04448

Stipulation and Order Re: May 2008 Parenting Time

IT IS HEREBY AGREED by and between the parties, namely, Arthur J. Bettati, Jr., and by his attorney, Michael Trenkle, and Yvette Bettati, and by her attorney, Charlotte L. Keeley, as follows:

1. The parties agree that Petitioner will have parenting time with the minor child, Amelia, in Washington, from May 16, 2008, no earlier than 4:30 p.m. (from school) until May 17, 2008, ~~6:00~~ 7:30 – 8:00 PM AS THE SAME AS LAST PARENTING TIME p.m. The child's custody will be exchanged on May 17th at the Mercer Island McDonalds.

2. The parties agree that Petitioner will have parenting time with the minor child, Amelia, in Sacramento, California, from May 23, 2008, 3:00 p.m. until May 30, 2008, 3:00 p.m. Petitioner will fly to Seattle and pick Amelia up at 3:00 p.m., directly from her school, on May 23, 2008, and will transport Amelia, by air flight, from Washington to California. Respondent will fly to Sacramento and pick Amelia up on May 30, 2008, and will transport Amelia, by air flight, back to Washington. On May 30, 2008, the parties will exchange Amelia's custody at a mutual friend's home (Scarlet Fennel), at 3:00 p.m.

Each parent will purchase and pay for his or her individual air flight tickets and a ticket for the minor child for his or her respective flight, on the dates indicated above in this paragraph.

4. The parties agree that Petitioner and the child will stay at Petitioner's home during his Sacramento parenting period.

5. Petitioner agrees to regularly make Amelia available, at least one time each day, when Respondent telephones to speak with her.

6. Neither party shall question Amelia about the other parent's activities or location. Neither party shall use Amelia as a conduit of information for the other parent.

7. Neither party will make disparaging remarks about the other parent in the presence of the child. Neither party will permit any other adult to make disparaging remarks about the other in the presence of the child.

8. Neither party will discuss any aspect of the parties' family law litigation, including but not limited to the factual circumstances relating to the parties' separation, either party's alleged involvement with a third party, the conduct of either parent, and the likely custody outcome, including future living or school arrangements, with the minor child or in the presence of the minor child. Neither party will permit any other adult to discuss any of the above subject areas with the minor child or in the presence of the minor child.

9. The parties agree that faxed signatures shall have the same force and effect of an original signature for purposes of execution of this stipulation and order and that this stipulation and order may be signed in the counterpart.

THE FOREGOING IS AGREED TO BY:

Dated: May 16, 2008

Arthur J. Bettati, Jr.
Petitioner

Dated: May 16, 2008

Vivette Bettati
Respondent

In re the Marriage of:
Petitioner: Arthur J. Bettati, Jr.
Respondent: Yvette Bettati

Case No. 07FL04448
Stipulation and Order re:
May 2008 Parenting Time

Page Three of Three

THE FOREGOING IS AGREED TO BY:

Dated: 5/27/08

Michael Trenkle
Attorney for Petitioner

Dated: 5/28/08

Charlotte L. Keeley
Attorney for Respondent

Pursuant to stipulation of the parties, IT IS SO ORDERED.

EUGENE L. BALONON

DATED: JUN - 3 2008

JUDGE OF THE SUPERIOR COURT

EXHIBIT 18

Michael A. Trenkle, Esq.
State Bar No.: 187771
The Trenkle Law Corporation
2020 Marconi Avenue
Sacramento, CA 95821
Tel. (916) 927-7011
Fax. (916) 927-7431

(Space Below For Filing Stamp Only)

Attorney for Petitioner
Arthur Bettati

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SACRAMENTO

MARRIAGE OF BETTATI	CASE NO. 07FL04448
Petitioner: ARTHUR BETTATI	STIPULATION AND ORDER RE: JUNE/JULY 2008 PARENTING TIME
Respondent: YVETTE BETTATI	

IT IS HEREBY AGREED by and between parties, namely, Arthur J. Bettati, Jr., and by his attorney, Michael Trenkle, and Yvette Bettati, and by her attorney, Charlotte L. Keeley as follows:

1. Exhibit "A" attached here two lists ten specific orders which the parties ask the court to adopt regarding June/July visitation.

2. Item number 1 on exhibit "A" shall be modified such that petitioner's parenting time begins on Tuesday June 10, 2008, rather than Wednesday June 11, 2008.

3. Exhibit "B" attached hereto is the executed "Travel Authorization" for respondent's trip with the child to Hawaii.

///

///

///

///

The parties agree that faxed signatures shall have the same force and effect of an original signature for purposes of execution of this stipulation and order and that this stipulation and order may be signed in the counterpart.

THE FOREGORING IS AGREED TO BY:

Dated: June 3, 2008

Arthur J. Bettati, Jr.

Dated: _____

See page attached
Yvette Bettati

THE FOREGOING IS AGREED TO BY:

Dated: 6-3-08

Michael Trenkle
Attorney for Petitioner

Dated: 6/9/08

Attorney for Respondent

Pursuant to stipulation of the parties, IT IS ORDERED.

DATED: _____

See page attached
JUDGE OF THE SUPERIOR COURT

The Trenkle Law Corporation
2020 Marconi Avenue
Sacramento, CA 95821
(916) 927-7011

The parties agree that faxed signatures shall have the same force and effect of an original signature for purposes of execution of this stipulation and order and that this stipulation and order may be signed in the counterpart.

THE FOREGOING IS AGREED TO BY:

Dated: June 3, 2008

Arthur J. Bettati, Jr.

Dated: 6-5-08

Yvette Bettati

THE FOREGOING IS AGREED TO BY:

Dated: 6-3-08

Michael Grande
Attorney for Petitioner

Dated: _____

See previous page

Attorney for Respondent

Pursuant to stipulation of the parties, IT IS ORDERED.

DATED: JUN 16 2008

EUGENE L. BALONON
JUDGE OF THE SUPERIOR COURT

Exhibit "A"

In re: Marriage of Bettati
Sacramento County Superior Court No. 07FL04448

Attachment 4 to Temporary Orders:

OTHER ORDERS:

1. Petitioner [hereinafter Husband] will have parenting time with the minor child, Amelia, from Wednesday, June 11, 2008, at 3:00 pm (pick up from school) until Sunday, June 15, 2008, no later than 7:00 pm, at which time Husband will return Amelia to a mutual friend's home (Scarlet Fennel).

2. Wife will have parenting time with Amelia from June 17, 2008, through June 25, 2008, which parenting time will include Wife's vacation travel with Amelia, in Hawaii.

3. Husband will immediately sign (with signature notarized) the attached Travel Authorization letter.

4. Amelia will participate in a dance rehearsal/recital in Washington on June 28 and 29, 2008. Husband may not attend the rehearsal on June 28, 2008. Husband may attend one or both performances on June 29, 2008.

5. Husband will have parenting time with the minor child, Amelia, in Sacramento, California, beginning at the conclusion of Amelia's dance recital, on June 29, 2008, and for the following two-week period, until July 13, 2008, at 3:00 p.m. Husband will fly to Seattle and pick Amelia up directly from her June 29th dance recital and will transport Amelia, by air flight, from Washington to California. Wife will fly to Sacramento and pick Amelia up on July 13, 2008, at 3:00 pm, and will transport Amelia, by air flight, back to Washington. On July 13, 2008, the parties will exchange Amelia's custody at a mutual friend's home (Scarlet Fennel), no later than 3:00 pm.

   Each parent will purchase and pay for his or her individual air flight tickets and a ticket for the minor child for his or her respective flight, on the dates indicated above in this paragraph. Husband may submit his receipt for the minor child's flight, purchased by Husband, to Wife for Wife's reimbursement consistent with orders issued in the Washington dissolution action relating to reimbursement for transportation costs.

6. Husband and the child will stay at the home occupied by Husband home during his Sacramento parenting period.

Exhibit "A"

7. Husband will regularly make Amelia available, at least one time each day, when Wife telephones to speak with her.

8. Neither party shall question Amelia about the other parent's activities or location. Neither party shall use Amelia as a conduit of information for the other parent.

9. Neither party will make disparaging remarks about the other parent in the presence of the child. Neither party will permit any other adult to make disparaging remarks about the other in the presence of the child.

10. Neither party will discuss any aspect of the parties' family law litigation, including but not limited to the factual circumstances relating to the parties' separation, either party's alleged involvement with a third party, the conduct of either parent, and the likely custody outcome, including future living or school arrangements, with the minor child or in the presence of the minor child. Neither party will permit any other adult to discuss any of the above subject areas with the minor child or in the presence of the minor child.

Exhibit "B"

TRAVEL AUTHORIZATION

I, Arthur J. Bettati, Jr., father of Amelia Bettati, date of birth May 12, 2003, authorize Amelia's travel with her mother, Yvette Bettati, departing Seattle, Washington on June 17, 2008, for Hawaii, and returning from Hawaii to Seattle, Washington, on June 25, 2008.

Dated: June 3, 2008

Arthur J. Bettati, Jr.

STATE OF CALIFORNIA)
) ss.
COUNTY OF SACRAMENTO)

On _____, before me _____, the undersigned Notary Public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing is true and correct.

WITNESS my hand and official seal.

_____
NOTARY PUBLIC

Exhibit "B"

STATE OF CALIFORNIA)

COUNTY OF SACRAMENTO)

On June 3, 2008, before me, Kelley I. Anderson, Notary Public, personally appeared Arthur J. Bettati, Jr., who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Kelley I. Anderson
NOTARY PUBLIC

(seal)

EXHIBIT 19

FILED
ENDORSED

2008 JUL 25 PM 2:31

DEPARTMENT 123
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SACRAMENTO

CHARLOTTE L. KEELEY
Attorney at Law
State Bar No. 88904
1451 River Park Drive, Suite 244
Sacramento, CA 95815
Telephone: (916) 922-4961

Attorney for Respondent

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SACRAMENTO

In re the Marriage of:

Petitioner: Arthur J. Bettati, Jr.

and

Respondent: Yvette Bettati

Case No. 07FL04448

Stipulation and Order Re: July - September 1, 2008 Parenting Time

IT IS HEREBY AGREED by and between the parties, namely, Arthur J. Bettati, Jr., and by his attorney, Michael Trenkle, and Yvette Bettati, and by her attorney, Charlotte L. Keeley, as follows:

1. The parties agree that Petitioner will have parenting time with the minor child, Amelia, from Saturday, July 26, 2008, at 5:00 pm, pick up in Washington at Mercer Island McDonald's, until Sunday, August 10, 2008, at 3:00 pm, at which time Petitioner will return Amelia to a mutual friend's home (Scarlet Fennel) in Sacramento. Petitioner will return Amelia promptly on August 10th, no later than 3:00 pm, as Respondent has planned return flights to Seattle based upon a 3:00 pm exchange time.

2. The parties agree that Petitioner will have parenting time with the minor child, Amelia, from Sunday, August 24, 2008, at 3:00 pm, pick up in Washington at Mercer Island McDonald's, until Monday, September 1, 2008, at 3:00 pm, at which time Petitioner will return Amelia to a mutual friend's home (Scarlet Fennel) in Sacramento. Petitioner will return Amelia promptly on

September 1st, no later than 3:00 pm, as Respondent has planned return flights to Seattle based upon a 3:00 pm exchange time.

3. Each parent will purchase and pay for his or her individual air flight tickets and also a ticket for the minor child accompanying on his or her respective flight, on the dates indicated above in this stipulation and order. Petitioner may submit a receipt for his purchase of a ticket for the minor child, for reimbursement from Respondent, subject to the "$250 cap per 30-day period" agreement relating to payment of the minor child's transportation expense. The "$250 cap" includes other eligible expenses for Respondent pursuant to the ER 408; CR 2A Agreement, so ordered in the State of Washington.

4. The parties agree that Petitioner and the child will stay at Petitioner's home during his Sacramento parenting period.

5. Petitioner agrees to regularly make Amelia available, at least one time each day, when Respondent telephones to speak with her.

6. Neither party shall question Amelia about the other parent's activities or location. Neither party shall use Amelia as a conduit of information for the other parent.

7. Neither party will make disparaging remarks about the other parent in the presence of the child. Neither party will permit any other adult to make disparaging remarks about the other in the presence of the child.

8. Neither party will discuss any aspect of the parties' family law litigation, including but not limited to the factual circumstances relating to the parties' separation, either party's alleged involvement with a third party, the conduct of either parent, and the likely custody outcome, including future living or school arrangements, with the minor child or in the presence of the minor child. Neither party will permit any other adult to discuss any of the above subject areas with the minor child or in the presence of the minor child.

9. The parties agree that faxed signatures shall have the same force and effect of an original signature for purposes of execution of this stipulation and order and that this stipulation and order may be signed in the counterpart.

/////

alleged involvement with a third party, the conduct of either parent, and the likely custody outcome, including future living or school arrangements, with the minor child or in the presence of the minor child. Neither party will permit any other adult to discuss any of the above subject areas with the minor child or in the presence of the minor child.

9. The parties agree that faxed signatures shall have the same force and effect of an original signature for purposes of execution of this stipulation and order and that this stipulation and order may be signed in the counterpart.

/////

In re: Marriage of Bettati
Sacramento County Superior Court No. 07FL04448

Stipulation and Order Re; July - September 1, 2008 Parenting

Page Three of Three

THE FOREGOING IS AGREED TO BY:

Dated:_____ See page attached
Arthur J. Bettati, Jr.
Petitioner

Dated: 6/26/08 _____
Yvette Bettati
Respondent

APPROVED AS TO FORM AND CONTENT:

Dated:_____ See page attached
Michael Trenkle

In re: Marriage of Bettati
Sacramento County Superior Court No. 07FL04448

Stipulation and Order Re; July - September 1, 2008 Parenting

Page Three of Three

THE FOREGOING IS AGREED TO BY:

Dated: 7-16-2008

Arthur J. Bettati, Jr.
Petitioner

Dated: _____

See previous page
Yvette Bettati
Respondent

APPROVED AS TO FORM AND CONTENT:

Dated: 7-17-08

Michael Trenkle
Attorney for Petitioner

Dated: 7/17/08

Charlotte L. Keeley
Attorney for Respondent

Pursuant to stipulation of the parties, IT IS SO ORDERED.

DATED: JUL 25 2008

EUGENE L. BALONON
JUDGE OF THE SUPERIOR COURT

EXHIBIT 20

CHARLOTTE L. KEELEY
Attorney at Law
State Bar No. 88904
1451 River Park Drive, Suite 244
Sacramento, CA 95815
Telephone: (916) 922-4961

Attorney for Respondent

FILED
2008 OCT 22 AM 7:32
DEPARTMENT 123
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SACRAMENTO

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SACRAMENTO

In re the Marriage of:

Petitioner: Arthur J. Bettati, Jr.

and

Respondent: Yvette Bettati

_____/

Case No. 07FL04448

Stipulation and Order Re: Child Custody; Appointment Of Special Master

IT IS HEREBY AGREED by and between the parties, namely, Arthur J. Bettati, Jr., Petitioner, hereinafter Father, and by his attorney, Michael Trenkle, and Yvette Bettati, Respondent, hereinafter Mother, and by her attorney, Charlotte L. Keeley, as follows:

1. Child Custody: The parties agree that the provisions regarding custody and parenting time issued by the court-appointed mediator July 31, 2008,entitled "Recommendations" and the "Amendment" dated August 4, 2008, both attached as Exhibit "A" hereto, are adopted as the court's order regarding custody of their minor child.

2. Mother will serve as child's primary school-year parent, as recommended by the mediator and for the reasons set forth in the mediation report.

3. The parties agree to the following telephone contact protocol:

Each parent will have reasonable telephone communication with Amelia. Reasonable telephone communication is as follows:

(A) Each parent may telephone Amelia once each day, between 7:00 am and 7:30 am, leaving a message if Amelia does not answer the telephone. If Amelia does not

answer or return this telephone call, the non-custodial parent will not attempt to reach Amelia by telephone until the parent's evening telephone call, as below in sub-section (b); and,

(B) The non-custodial parent may telephone Amelia once each day, between 8:00 pm and 8:30 pm.

Evening telephone calls may be by webcam if Amelia and the non-custodial parent are at or near the home computer. Each parent will ensure his or her home computer is webcam ready by October 1, 2008.

Neither parent will monitor the child's conversation with the other parent.

The parties agree that the Special Master has authority to make a decision modifying this agreement relating to telephone calls, including but not limited to less frequent telephone calls, specifying time periods for telephone calls and changing the hours during the day when a telephone call may be placed.

4. Removal of Child During Vacation. A Party may remove the child from the state of California and the state of Washington, including international travel, during vacation periods, without the consent of the other Party if written advance notice (at least 14 days and earlier if practicable; at least 28 days and earlier if practicable for international travel) is provided the other Party and the other Party is provided, at least 14 days in advance (28 days for international travel), a destination address, telephone number and travel schedules.

5. Application for Passport. The parties agree that Mother will apply for an US Passport for the minor child. Father agrees to promptly execute and return to Mother parental consent forms required for issuance of the child's passport. Mother will, promptly upon receipt, provide Father a photocopy of every page of the child's Passport. Mother will store the child's Passport in a secure location. If Father requires the child's passport for international travel, Mother will provide the Passport to Father within five days of receipt of Father's notice of international travel.

6. Transportation and Custody Exchange Protocol.

Both parties are responsible for transporting the child during custody exchanges.

One of Father's two monthly parenting weekends will be exercised in Washington, within reasonably close proximity to the location of the child's Washington residence. Father's Washington-based weekend parenting time will begin Friday at 3:00 pm and end Sunday at 6:00 pm. Custody exchanges for Father's Washington-based weekend parenting time will be at Mercer Island McDonald's Restaurant.

The other of Father's two monthly parenting weekends, may, at Father's sole option, be exercised in California. When exercising the option for California weekend parenting time, Father, or a responsible adult designated by Father, will fly to Seattle and pick Amelia up at the beginning of Father's weekend parenting time. Mother, or a responsible adult designated by Mother, will fly to Sacramento and pick Amelia up at the end of Father's weekend parenting time. Custody exchanges for Father's California-based weekend parenting time are as follows: The exchange at the beginning of Father's weekend parenting time (typically Friday) will be at the child's school. The exchange at the end of Father's weekend parenting time (typically Sunday) will be at the curbside check-on point for the airline designated by the transporting parent, at least 75 minutes in advance of the flight time, but no earlier than 3:00 pm and no later than 6:00 pm. The transporting parent will provide at least three days' advance notice of flight dates and times, scheduled within the time periods specified in this paragraph. Father, or a responsible adult designated by Father, will transport Amelia to the airport to meet Mother in a timely manner, so that Amelia will be delivered to Mother at least 75 minutes in advance of her flight, scheduled within the time periods specified in this paragraph.

With respect to any custody exchange occurring on Friday in advance of Father's once per month California parenting weekend, scheduled prior to 6:00 pm during Mother's work hours, to address Father's transportation expense to and from the Washington airport and Amelia's school, Mother agrees to reimburse Father one-half of Father's actual vehicular expense, or $50.00, whichever is less.

Father will notify Mother, at least seven days in advance, of his intention to exercise

parenting time in Sacramento.

7. Access to Records. Both parties will have access to records and information pertaining to the minor child. Notwithstanding any provision of law, access to records and information pertaining to a minor child, including, but not limited to, medical, dental, and school records, will not be denied to either Party because that Party is not the child's custodial parent.

8. School and Extracurricular Activity Attendance. The parties agree that it is appropriate that both parties attend Amelia's school, sport, religious, extracurricular and social activities/events. The non-custodial parent will greet Amelia and will then send her back to the custodial parent or the activity the child was doing when the non-custodial parent arrived.

Father has the option to volunteer at Amelia's school no more than two days each month, not otherwise Mother's holiday or vacation parenting time, on a Friday or Monday immediately before or after Father's Washington parenting weekend, subject to approval of the school.

9. Each Party agrees to respect the other's right to privacy during his or her parenting time with the child.

10. Neither Party will make disparaging remarks about the other in the presence of the child.

11. Each Party will inform the other about changes that will impact the child or the parenting agreement prior to such change (e.g., changes in household members, child care providers).

12. Upon request, each Party will provide the other with a list of and information about the child's care providers, physicians, or other professionals attending to the child's needs.

13. Neither Party will commit the child for extracurricular activities that interfere with the other Party's parenting time with the child without prior consultation and agreement with the other Party.

14. Emergency Medical Care. Each Party is empowered to obtain emergency medical care for the child without the consent of the other Party. Each Party will notify the other Party as soon as is reasonably possible of any serious illness requiring medical attention or any emergency involving the child.

15. Change of Child's Residence. Absent prior written agreement, a Party will notify the other Party if the Party plans to change the county of residence of the child for more than 30 days. The notice will be given before the contemplated move, by mail, return receipt requested, postage prepaid, to the last known address of the Party to be notified. A copy of the notice will also be sent to that Party's attorney of record. To the extent feasible, the notice will be provided within a minimum of 45 days before the proposed change of residence so as to allow time for mediation of a new agreement concerning custody.

16. Current Information. Each Party will provide a current address and telephone number(s) to the other Party. Each Party will notify the other Party within five (5) days of any change of address or telephone number(s).

17. Right to Care for Child During Other Party's Absence. Should either Party be absent from home two or more consecutive overnights, the other Party will be provided the first opportunity to care for the child before other care arrangements are made for the child, including care for the child by a stepparent, grandparent or child care provider. If during the school week, the child will not be removed from school. Neither Party will make any assumption regarding the availability of the other Party; a reasonable attempt will be made to reach the other Party by telephone before arrangements are made for care by a third party.

If a Party elects to care for the child, exercise of parenting time shall not interfere with the child's school attendance.

If a Party elects to care for the child, such parenting time shall not replace that Party's parenting time under the regular, holiday or vacation parenting plans.

If a Party does not elect to care for the child, no implication may be drawn that

he/she is disinterested in exercising parenting time with the child.

18. Child's Relationship with Other Party. Each Party will exert every effort to maintain free access and unhampered contact between the child and the other Party, and to foster a feeling of affection between the child and the other Party. Neither Party will do anything which would estrange the child from the other, which would injure the opinion of the child as to his or her mother or father, or would impair the natural development of the child's love and respect for the other Party.

19. Final Custody Determination. The parties expressly agree that this agreement regarding custody constitutes a final custody determination and any modification of this custody plan will require proof of a significant change of circumstances.

20. Jurisdiction. This court has jurisdiction to make child custody orders in this case under the Uniform Child Custody Jurisdiction and Enforcement Act (part 3 of the California Family Code commencing with section 3400).

21. Notice and Opportunity to be Heard. Each Party was given notice and an opportunity to be heard as provided by the laws of the State of California.

22. Country of Habitual Residence. The country of habitual residence of the child in this case is the United States of America.

23. Penalties for Violating this Order. If a Party violates this order, he or she may be subject to civil or criminal penalties, or both.

24. Designation of Special Master.

A. Appointment of Special Master and Authority: Penny Hancock is appointed Special Master under Code of Civil Procedure §638, until resignation, written agreement of the parties, further Court Order, or four (4) years from the date this stipulation is signed, whichever first occurs. This appointment is based upon the expertise of the Special Master.

The Special Master will have authority to make decisions regarding the best interest of the child, with the exception that the Special Master will not have authority to make any order which substantially alters the parties' time sharing arrangements, changes the

designation of legal or physical custody, or substantially interferes with a party's contact with his/her child.

The Special Master may recommend participation of the parties in adjunct services, including physical and psychological examination and/or assessments, psychotherapy, alcohol or substance abuse counseling, drug or alcohol monitoring and/or testing, domestic violence counseling, and co-parenting counseling. The Special Master may also recommend that any such participation may terminate or that the provider of any services may be changed.

The Special Master will have authority to make recommendations to the Court on the following matters: change of custody issues, such as any modification which would substantially alter the parties' time sharing arrangements, change the designation of legal or physical custody, or substantially interfere with a party's contact with his or her children. The Special Master is empowered to inform the Court if in her opinion there exists a harmful or dangerous situation regarding the child.

Such recommendation will not become effective as an order until presented to the Court by either party in the form of a stipulation or an order to show cause or notice of motion, and adopted and ordered by the Court. In an emergency, the Special Master may ask the Court to initiate an order to show cause on its own motion, which may include ex-parte temporary orders.

At the law and motion hearing, the written recommendation(s) of the Special Master may be read and considered by the Court in making its ruling on the issues and may be received into evidence subject to the right of both parties to cross examine the Special Master per Paragraph (B), below.

The parties waive any further designation of issues under Rules of Court 3.900 - 3.910.

B. <u>QUASI JUDICIAL IMMUNITY</u>:

The Special Master has quasi-judicial immunity. The Special Master cannot be sued based on her actions in this matter. The Special Master cannot be compelled to testify and

is subject to the restrictions of Evidence Code §703.5.

Notwithstanding the above, if the Special Master has made a recommendation on change of custody issues, the Special Master may be called to testify at deposition or trial of the issues, if the Court so orders after application of the Special Master or either party notifying the Court of the subject matter of the testimony and the reason for the request. Such testimony will not constitute a waiver of the Special Master's quasi-judicial immunity.

C. PROCEDURE:

Both parties will participate in the dispute resolution processes defined by the Special Master and will be present when so requested by the Special Master. The Special Master may conduct informal hearings either with the parties appearing personally or by telephone. The hearings may be informal and need not comply with the rules of evidence. The testimony need not be sworn. The Special Master may talk with and base recommendations upon conversations with parties, attorneys, witnesses, or examinations of writing which take place without anyone present but the Special Master. No record need be made. The Special Master may talk with each party and without the presence of either counsel. The Special Master will have the authority to determine the protocol of all interviews and sessions including, in the case of meetings with the parties, the power to determine who attends such meetings.

D. DECISIONS:

Decisions of the Special Master will be subject to the following forms of judicial review.

1. Decisions made by the Special Master, if in writing, will be binding and effective when signed by the Special Master. Decisions need not be in writing and may be made orally if circumstances involving severe time constraints and/or possible emergencies so warrant. Oral decisions will be binding and effective when made in a fashion communicated to both parties, and such decisions will be further confirmed in writing to both parties as well. Decisions will also be signed and ordered by the Judge at a later time, but their date of effectiveness is as stated in this paragraph.

a) "Effective" means that the decision is enforceable by law enforcement officers.

b) Such decisions are not punishable by contempt unless disobedience occurs after such decisions are signed by the Judge.

2. The Special Master will make a report explaining her decision, if requested, in writing within 10 days of the Special Master's decision.

a) In signing this agreement, both parties should assume that decisions of the Special Master will be final.

b) An order to show cause or motion challenging a decision that is effective, as set forth in Paragraph (D)(1), above, must be filed no later than 20 days after the effective date of the Special Master's decision. Any party challenging a decision of the Special Master will have a burden of proving, with clear and convincing evidence, that the Special Master's decision was legally incorrect and/or was not in the best interest of the child.

c) Any decision of the Special Master will remain in effect unless, at the hearing, the judge makes an order that the decision be nullified.

d) A copy of the minute order from the hearing will also be served on the Special Master by the party who prepares the order.

4. A recommendation made by the Special Master is not a "decision" as defined in this section. Recommendations will conform to the procedure set forth in Section A, above.

E. <u>COMMUNICATION WITH SPECIAL MASTER</u>:

1. The parties and his or her attorneys will have the right to initiate or receive ex parte communication with the Special Master. Any party or witness who initiates contact in writing with the Special Master, must provide copies to the other parent simultaneously.

2. The Special Master may communicate ex-parte with the Judge only after giving notice to both parties; provided, however, that notice may be excused if notice would frustrate the very purpose of the communication. If the Special Master communicates with the Judge without having given notice, she will notify the Judge of that fact and her reasons

for not giving notice.

3. The parties will provide all records, documentation, and information requested by the Special Master, and if unavailable, will sign any and all releases for records and information requested by the Special Master.

4. Counsel for both parties will provide the Special Master copies of all relevant pleadings and child custody mediation and investigation reports.

F. DATA COLLECTION:

The parties consent to release of records and information to the Special Master from the following persons:

1. Child's current/previous pediatrician
2. Child's current/previous psychologist/psychiatrist, or mental health professional
3. Child's current/previous teacher
4. Hospital and medical records of child's current/previous physician
5. Police department/sheriff's office
6. Mediator
7. Daycare providers

The parties will sign the form(s) provided to them by the Special Master.

G. FEES:

Charges and Costs

1. The Special Master's fee for serving as Special Master is $170.00 per hour. It is understood that despite the fact that the Special Master may prepare reports and/or testify in support of one party, both parties will continue to be responsible for the payment of fees associated with such services at the allocated percentage designated below. In the event that the testimony and/or written report of the Special Master are required for any hearing, settlement conference, or Court action by one or both parties, the Special Master's fee for such services will be paid by both parties, in advance, according to an estimate provided by the Special Master, according to the specified share of cost percentages.

Ultimately, the Court will determine the proper allocation between the parties of the fees of the Special Master for such services and may require reimbursement by one party to the other for any payment to the Special Master.

2. The Special Master charges for any expenses she incurs in association with her role as Special Master. These costs may include, but are not limited to, the following: photocopying charges, messenger service, long distance telephone charges, express and/or certified mail costs and excess postage to foreign countries, parking tolls, mileage, travel expenses and word processing.

3. Payment for services will be made to the Special Master as follows:

It is the Parties' intention that each pay one-half of all Special Master fees, including one-half of the retainer. Prior to the initial interview, Mother will provide the Special Master an advance retainer totaling $2,000.00. When the retainer account balance falls to an amount less than $1,000, if Father has obtained employment, Father will pay the Special Master an advance retainer totaling $2,000; otherwise Mother will advance retainer deposits in an amount no greater than $5,000.00. Upon Father's employment or upon Mother's payment of total retainer deposits of $5,000, whichever occurs first, Father will pay retainer deposits until Father and Mother have paid the same amount. Thereafter, each party will each make additional deposits to maintain a minimum retainer deposit of $2,000, each paying one-half of such additional deposits. The aforementioned fees and costs as set forth above will be drawn against this retainer. Any funds remaining at the termination of the Special Master's services will be refunded to the paying party.

The Special Master will provide written monthly billing statements to both parties. Any objection to the Special Master's bills must be brought to her attention in written form within 15 business days of the billing date. Otherwise, the billing will be deemed agreed to.

4. In the event that arbitration proceeding or a legal action become necessary to enforce any provision of this order, the non-prevailing party will pay attorney fees and costs as may be incurred. The Special Master may proceed by noticed motion to the Court in the event her fees are not timely paid.

H. **ALLOCATIONS:**

Except as otherwise provided herein, the fees of the Special Master will be shared by the parties in the following manner:

Father and Mother will share equally all of the Special Master's fees, expenses and advance deposit, except that each party will pay all charges for his/her individual telephone calls with the Special Master.

The Special Master will have the right to allocate payment of her fees at a percentage different from the above if he believes the need for her services is attributable to the conduct and/or intransigence of one party.

The court will reserve jurisdiction to reallocate payment of the Special Master fees between the parties.

I. **GRIEVANCES:**

The Special Master may be disqualified on any of the grounds applicable to the removal of a Judge, Referee or Arbitrator.

The Special Master's decision or action taken may be vacated or corrected on any of the applicable grounds specified in CCP §641, 1286.2 and 1286.6.

Any complaints or grievances from either party regarding the performance or actions of the Special Master will be dealt with according to the following procedure:

A person having a complaint or grievance regarding the Special Master must discuss the matter with the Special Master in person before pursuing it in any other manner.

If, after discussion, the party decides to pursue a complaint, he or she must then submit a written letter detailing the complaint or grievance to the Special Master, to the other party, to both parties' attorneys (if any), and to the attorney for the child, if one exists. The Special Master will then provide a written response of the grievance to both parties, both attorneys, and the attorney for the child.

The Special Master will then meet with the complaining party and his/her attorney (if any), to discuss the matter. The complaining party must then submit a letter to the Special

Master stating that the grievance is satisfactorily resolved, or detailing the reasons why the grievance is not resolved within ten (10) business days of the above meeting. If the grievance is resolved, no further action will then be taken regarding the grievance by the complaining party.

If the grievance is not resolved, a meeting to include all involved attorneys, both parties and the Special Master will then occur. Subsequent to this meeting, the complaining party must submit a letter to the Special Master stating that the grievance is resolved or listing the reasons why it is not, within ten (10) business days from the date of this meeting.

If the grievance or complaint is not resolved after this meeting, the complaining party may proceed by noticed motion to the Court for removal of Special Master as specified above.

Complaints and grievances referred to above include, but are not limited to, allegations of bias, unethical conduct, unfair billing practices, overcharges, unprofessional conduct, "malpractice," or any other complaints regarding the performances of the duties of Special Master.

The Court will have reserved jurisdiction to determine if either or both parties and/or the Special Master will ultimately be responsible for any portions or all of said Special Master's time and costs spent in responding to the grievance and the Special Master's attorney's fees, if any.

Upon the filing of a noticed motion seeking removal of the Special Master, consistent with the above section, the duties of the Special Master will be temporarily suspended. The Special Master will so inform the Court. All existing court orders will remain in effect until the grievance is resolved or further orders are obtained from the Court.

J. **SUBSTITUTION OF SPECIAL MASTER:**

The Special Master may resign at any time she determines the resignation to be in the best interests of the child, or if the Special Master is unable to serve out her term, upon

thirty (30) days written notice to the parties. The remaining term of the Special Master may be filled by a new Special Master if mutually agreed by the parties. Any substitute Special Master requires the parties' mutual agreement. Upon notice of impending resignation, the Special Master will recommend at least (3) qualified Special Masters. The new Special Master will be chosen by agreement of the parties.

K. **WAIVER OF RULES OF COURT 3.900 - 3.901**

Both parties agree that the Special Master will be advised of the grounds for objection to appointment under CCP §641, and the Special Master will disclose to both parties or their counsel if represented within 30 days the existence of any such grounds. The failure of either party to file with the Court within 15 days any objection under CCP §641 will be deemed a waiver of grounds for objection to the Special Master under CCP §641. Both parties agree that the Special Master need not disclose the number and/or nature of other proceedings in which, in the last 18 months, he has been privately compensated by a party, attorney, or law firm in this present case to serve as a Special Master, Judge, Arbitrator, Mediator, or Settlement Facilitator. Both parties agree that the requirement to post a notice indicating the case number and telephone number of the person to contact to arrange for attendance in any Special Master proceeding under Rule f Court 3.900 et seq. is waived.

5. This stipulation and order may be signed by counterpart, as if each party and/or attorney for a party had signed the same original page. A fax signature shall have the full legal force and effect as an original signature.

THE FOREGOING IS AGREED TO BY:

Dated: September 29, 2008

Arthur J. Bettati, Jr.
Petitioner

Dated: October 6, 2008

Yvette Bettati
Respondent

Case No. 07FL04448
Stipulation and Order Re: Child Custody; Appointment Of Special Master

APPROVED AS TO FORM AND CONTENT:

Dated: 9/15/08

Michael Trenkle
Attorney for Petitioner

Dated: 9/30/08

Charlotte L. Keeley
Attorney for Respondent

THE UNDERSIGNED AGREES TO THE SPECIAL MASTER APPOINTMENT AS PROVIDED IN THIS STIPULATION AND ORDER.

Dated: 10/9/08

Penny Hancock

Pursuant to stipulation of the parties and upon agreement of the designated Special Master, IT IS SO ORDERED.

DATED: OCT 22 2008

EUGENE M. PALONON
JUDGE OF THE SUPERIOR COURT

EXHIBIT 21

PENNY R. HANCOCK, MFT
791 University Avenue
Sacramento, CA 95825
Tel.: (916) 923-1763
Fax: (916) 921-2817

SPECIAL MASTER

FILED LODGED
DEC - 5 2008
BY A. Bell
DEPUTY CLERK

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SACRAMENTO

IN RE THE MARRIAGE OF:	Case #: **07FL04448**
Arthur J. Bettati, Jr.	
Petitioner,	**Special Master**
and	**Decision and Order # 1**
Yvette Bettati	
Respondent.	

The parties agreed and the Special Master makes the following decisions in the above-entitled matter:

1) **Holiday Schedules** pre-emt the usual and customary parenting schedule.

2) **Christmas 2008.** Amelia will be in her mother's care and custody from Friday, December 19 until 3:00 p.m. on December 27. Amelia will then be in her father's care and custody from 3:00 p.m. on December 27 until 3:00 p.m. on January 4, 2009, when she will be returned to her mother's care and custody.

3) **Weekends.** Father may have Amelia in his care and custody one weekend per month in California. Other weekends will be in Washington in close geographical proximity to Amelia's residence. Father may return Amelia directly to school on Monday mornings when he does spend the weekend with Amelia in Washington. Amelia's belongings will be left at Country Village Day School. If the weekend is in California, Amelia will be returned to her mother's care and custody on Sundays.

4) **No Corporal Punishment.** The parents agree that there will be no use of corporal punishment on Amelia.

5) **Missing School.** Each parent will notify the other when Amelia will be missing a day of school. Each parent intends to keep absences to a minimum.

6) **Travel Itinerary.** Each parent will provide the other parent with an itinerary and contact phone numbers when travelling with Amelia.

7) ***Phone Calls during Vacation.*** If a parent is away on vacation with Amelia for more than three consecutive days/nights, arrangements shall be made for Amelia to call the other parent at least once every three days.

DATED: 11-30-08

Penny R. Hancock, Special Master

IT IS SO ORDERED:

DATED: DEC - 5 2008

Eugene L. Balonon

JUDGE OF THE SUPERIOR COURT

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SACRAMENTO

In re the Marriage of: **Arthur J. Bettati, Jr** Petitioner, and **Yvette Bettati** Respondent	Case No.: **07FL04448** CERTIFICATE OF MAILING

I certify that I am not a party to this action and that on the date set forth below, a true copy of this Order (Special Master) was mailed first class, postage fully prepaid, in a sealed envelope addressed as shown below, at Sacramento, California.

DATED: DEC - 5 2008

Deputy Clerk

Arthur J. Bettati, Jr. 8510 Rolling Green Way Fair Oaks, CA 95628	Yvette Bettati 3614 72nd PL SE Mercer Island, WA 98040
Michael A. Trenkle Attorney at Law 2020 Marconi Avenue Sacramento, CA 95821	Charlotte L. Keeley Attorney at Law 1451 River Park Drive, Suite 244 Sacramento, CA 95815
Penny R. Hancock, MFT 791 University Avenue Sacramento, CA 95825	

EXHIBIT 22

PENNY R. HANCOCK, MFT
791 University Avenue
Sacramento, CA 95825
Tel.: (916) 923-1763
Fax: (916) 921-2817

SPECIAL MASTER

FILED ENDORSED
MAR - 9 2009
BY A. Bell ah
DEPUTY CLERK

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SACRAMENTO

IN RE THE MARRIAGE OF: **Arthur J. Bettati, Jr.** Petitioner, and **Yvette Bettati** Respondent.	**Case #: 07FL04448** **Special Master** **Decision and Order # 2**

Mother and Father have requested a parenting schedule for the remainder of the school year and for the summer. Each parent submitted a draft of his/her requests. Both parents were in agreement on the majority of the schedule.

One unresolved issue was Father's request to have Amelia attend his graduation from Nursing School. Unfortunately, Father's graduation from Nursing School is in the middle of the week. While this Special Master understands the importance of this event, Amelia would have to miss almost a whole week of school. This Special Master instead recommends that Amelia miss one day of school (Friday, May 22nd). Father will be able to pick Amelia up after school on Thursday (21st), thus allowing Amelia to have a long weekend with Father to celebrate his graduation.

Each parent had certain requests for the summer schedule. This Special Master is recommending a summer schedule which follows as closely as possible the desires of each parent, while still staying within the constraints of Dr. Frank's mediation report, such as the pre-negotiated weekends of Father's Day, 4th of July Holiday, and Labor Day weekend. The remainder of the summer schedule allows each parent to have approximately equal parenting time.

RECOMMENDED SCHEDULE THROUGH SEPTEMBER 7, 2009:

MARCH
Weekend 2: Art: Friday March 13 to Monday March 16 in Seattle
Weekend 4: Art: Friday March 27 through April 5 (Spring Break) in Sacramento.
Yvette flies Amelia back to Seattle on Sunday at 3:00 p.m.

APRIL
Weekend 2: Yvette has Easter Weekend
Weekend 4: Art: Friday April 24 to Monday April 27, in Seattle

MAY
Weekend 2: Yvette has Mother's Day weekend
Weekend 4: Art: Thursday May 21 until Monday May 25 (Memorial Day weekend) in Sacramento. Yvette picks up Amelia at 3:00 p.m. on Monday, in Sacramento.
Weekend 5: Art: Friday May 29 until Monday June 1, in Seattle.

JUNE
Weekend 2: Art: Friday June 12 until Monday June 15, in Seattle.
Weekend 3: Art: Friday June 19 until Sunday June 21 (Father's Day Weekend).

Last day of school is June 18. Father's Day weekend is not part of summer schedule. In order to even out the summer parenting days, the schedule must begin with one week each:

Begin Summer Schedule: Art: Monday, June 22 until Friday June 26.
Yvette: Friday June 26, until Friday, July 3.

The two-week rotation begins now and works smoothly through July and August.

JULY
Art: July 3 until July 19 (Art's 4th of July Weekend is not part of the summer schedule)
Yvette: July 19 until August 2

AUGUST
Art: August 2 until August 16
Yvette: August 16 until August 30.

SEPTEMBER
Art: August 30 until September 4. **Summer Schedule ends.**
Yvette: September 4 until September 7 (Labor Day weekend, not part of the summer schedule). **School begins September 8.**

DATED: 3-02-09

Penny R. Hancock, Special Master

IT IS SO ORDERED:

DATED: MAR - 9 2009

Eugene L. Balonon

JUDGE OF THE SUPERIOR COURT

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SACRAMENTO

In re the Marriage of: **Arthur J. Bettati, Jr** Petitioner, and **Yvette Bettati** Respondent	Case No.: **07FL04448** CERTIFICATE OF MAILING

I certify that I am not a party to this action and that on the date set forth below, a true copy of this Order (Special Master) was mailed first class, postage fully prepaid, in a sealed envelope addressed as shown below, at Sacramento, California.

DATED: MAR - 9 2009

abell
Deputy Clerk

Arthur J. Bettati, Jr. 8510 Rolling Green Way Fair Oaks, CA 95628	Yvette Bettati 3614 72nd PL SE Mercer Island, WA 98040
Michael A. Trenkle Attorney at Law 2020 Marconi Avenue Sacramento, CA 95821	Charlotte L. Keeley Attorney at Law 1451 River Park Drive, Suite 244 Sacramento, CA 95815
Penny R. Hancock, MFT 791 University Avenue Sacramento, CA 95825	

EXHIBIT 23

PENNY R. HANCOCK, MFT
791 University Avenue
Sacramento, CA 95825
Tel.: (916) 923-1763
Fax: (916) 921-2817

SPECIAL MASTER

FILED ENDORSED
APR 2 2 2009
BY A. ENI
DEPUTY CLERK

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SACRAMENTO

IN RE THE MARRIAGE OF:	**Case #: 07FL04448**
Arthur J. Bettati, Jr.	
Petitioner,	**Special Master**
and	**Decision and Order # 3**
Yvette Bettati	
Respondent.	

Mother believes that many of Amelia's problems stem from her Father's coaching, and she is of the opinion that Father is alienating Amelia from her and from Seattle, Washington. Mother believes that Father does not support Amelia attending school in Washington, and that Father does not encourage Amelia to work through her feelings in a positive and supportive manner. Mother maintains that Father's lack of support has exacerbated Amelia's anxiety, resulting in Amelia being angry, demanding, hitting other children, and not respecting other's property. Mother is concerned about the types of movies Father allows Amelia to watch when she is with him, and she believes the frequent trips to California have contributed to Amelia's level of stress.

Father denies having added to Amelia's stress and acting-out behavior at school, and he is of the opinion that Amelia has never adjusted to living in Washington and attending school on Mercer Island. Father denies having ever done anything to negatively influence Amelia's attitude towards her school, her friends, or living in Washington, and Father strongly supports the behavioral plan now implemented for Amelia at her school. Father is convinced that Amelia should be attending school in California and that Amelia has repeatedly told this to all professionals involved with their case. Father acknowledges that Amelia recently watched a PG-rated movie (Werewolf) at his home, and he wants to develop with Mother a list of acceptable movies for Amelia.

Amelia has had a difficult year, and she has had problems adjusting to Kindergarten. Amelia has had problems academically, and she has exhibited anger and acting-out behavior with her peers and her teacher. Mother has reported that Amelia was anxious and had problems sleeping, following a visit with her father in California. Mother is requesting that Amelia not watch any movies that would increase her anxiety. Father is agreeable to this. Both parents are currently supportive of a behavioral plan which was recently implemented for Amelia by her school. Both parents have requested that they return to mediation with Dr. Mary Ann Frank, to review their current custody plan. Amelia currently is discussing custody related issues with her parents, her peers, her teacher and her principal. This Special Master strongly recommends that the parents cease any adult discussions with Amelia about custody or related issues.

1) This Special Master is **recommending**, and the parents have requested, to **return to mediation** with Dr. Mary Ann Frank. Either party may call Dr. Frank to schedule an appointment. Dr. Frank has agreed to see the parties again.

2) **Movies for Amelia.** Amelia is **only** to watch G-rated movies. The parents shall further compile a list of movies which are acceptable and which may include some PG-rated movies.

3) **No Phone Calls on Exchange Days.** Since each parent has contact time with Amelia on an exchange day, there are to be **no phone calls** between a parent and Amelia after the exchange has occurred. If Amelia feels the need to contact one parent, then she should be allowed to do so. A courtesy phone call, parent to parent, reporting the safe arrival at the destination is allowed.

4) Amelia is clearly aware of the parental conflict. **Amelia should not be involved in or even be a witness to any adult discussions about custody or related issues.**

DATED: 4-14-09

Penny R. Hancock, Special Master

IT IS SO ORDERED:

DATED: APR 22 2009

Eugene L. Balonon

JUDGE OF THE SUPERIOR COURT

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SACRAMENTO

In re the Marriage of: **Arthur J. Bettati, Jr** Petitioner, and **Yvette Bettati** Respondent	Case No.: **07FL04448** CERTIFICATE OF MAILING

I certify that I am not a party to this action and that on the date set forth below, a true copy of this Order (Special Master) was mailed first class, postage fully prepaid, in a sealed envelope addressed as shown below, at Sacramento, California.

DATED: APR 22 2009

Deputy Clerk

Arthur J. Bettati, Jr. 8510 Rolling Green Way Fair Oaks, CA 95628	Yvette Bettati 3614 72nd PL SE Mercer Island, WA 98040
Michael A. Trenkle Attorney at Law 2020 Marconi Avenue Sacramento, CA 95821	Charlotte L. Keeley Attorney at Law 1451 River Park Drive, Suite 244 Sacramento, CA 95815
Penny R. Hancock, MFT 791 University Avenue Sacramento, CA 95825	

EXHIBIT 24

Superior Court of California
County of Sacramento

ORDER DETERMINING DISPOSITION OF EX PARTE APPLICATION
FAMILY LAW

BD 3-3-67
Arthur Bettati, Jr.
Petitioner
BD 10-12-65
vs.
Vivette Bettati
Respondent

Case Number: 07FL04448
Date of Application: 5/13/2009
Noticed for: 8:30

Moving Party: ☐ Petitioner ☑ Respondent ☐ Other _____

Appearances:

☐	Petitioner	☑	(Attorney) Michael Trenkle
☐	Respondent	☑	(Attorney) Charlotte Keeley
☐	Other: _____	☐	(Attorney) _____

☐ The application is granted.

☐ The application is granted as modified.

☐ The application is denied on the merits.

☐ The application is denied due to lack of notice.

☐ Other: _____

Dated: 5/15/09

Judge of the Superior Court
Eugene L. Balonon

FL -64 (Revised 6-04-01)

EXHIBIT 25

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name and Address):
TELEPHONE NO: (916) 922-4961 FAX NO.: (916) 922-4196

Charlotte L. Keeley (Bar # 88904)
Attorney at Law
1451 River Park Drive, Suite 244
Sacramento, California 95815
ATTORNEY FOR: (Name) Yvette Bettati, Respondent

For Court Use Only

FILED ENDORSED
MAY 13 2009
BY A. Bell
DEPUTY CLERK

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SACRAMENTO
STREET ADDRESS: 3341 Power Inn Road
MAILING ADDRESS: Same
CITY AND ZIP CODE: Sacramento, CA 95826

PETITIONER/PLAINTIFF: Arthur J. Bettati, Jr.

RESPONDENT/DEFENDANT: Yvette Bettati

ORDER FOR PRIVATE MEDIATION

Local Rule 14.08(H)

CASE NUMBER: 07FL04448

1. Mary Ann Frank is hereby appointed and designated by this Court to mediate issues concerning custody and visitation of the following named child(ren):
   Amelia, DOB 5/12/03
   pursuant to Family Code section 3164.

2. Said mediator shall have all the duties and responsibilities as set forth in Chapter 11, Articles 1,2, and 3, section 3160 et seq. of the Family Code, as set forth in Item 5.

3. Said mediator shall, pursuant to Family Code section 3183, and consistent with local court rules, submit a recommendation to the court as to the custody of or visitation with the child(ren).

4. Payment of fees for mediation services including preparation of a report shall be as follows: (check one)

   ☒ a) YVETTE BETTATI to pay all fees subject to the court reserving the right to order reimbursement from the other party.

   ☐ b) Parties to share all fees, ____% payable by Petitioner and ____% payable by Respondent.

   ☐ c) _____

5. Said mediator shall have access to pertinent information obtained by (1) Child Protective Services pursuant to the confidentiality policy of the Juvenile Court Presiding Judge; and/or (2) Family Court Services in prior mediation(s) with the parties, regarding the above-named child(ren) and shall keep such information confidential.

6. Said mediator shall now or in the future confer, upon request, with the following individuals: (1) any court-appointed private and/or Family Court Services mediators; (2) any court-appointed custody evaluator; and/or (3) any court-appointed attorney for the minor child(ren).

7. Mediation will be performed in accordance with the provisions of Family Code sections 3177, 3178(a), 3180, 3181(a), 3182, 3183, 3184, and 3185(a).

8. Said mediator is expressly authorized to have ex parte communication with counsel for the minor(s) before a recommendation is made pursuant to Family Code section 216.

IT IS SO ORDERED:

Dated: 5/13/09

JUDGE OF THE SUPERIOR COURT
Eugene L. Balonon

Eugene L. Balonon

EXHIBIT 26

PENNY R. HANCOCK, MFT
791 University Avenue
Sacramento, CA 95825
Tel.: (916) 923-1763
Fax: (916) 921-2817

SPECIAL MASTER

FILED ENDORSED
AUG 13 2009
BY A. Bell
DEPUTY CLERK

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SACRAMENTO

IN RE THE MARRIAGE OF: **Arthur J. Bettati, Jr.** Petitioner, and **Yvette Bettati** Respondent.	**Case #: 07FL04448** **Special Master** **Decision and Order # 4**

Mother and Father have been following a parenting schedule for the summer, which is specified in the Special Master decision #2, dated 3-02-09. At the time of the order, Amelia's school in the State of Washington, was to begin on September 8. Due to an unusually high number of "snow days" during the last school year, the school calendar for 2009/10 has been adjusted, and the first day of school is now September 2. Mother will be on vacation until August 30, when she will be returning to Seattle. It is important that Father have time with Amelia before school starts. But it is even more important that Amelia be properly rested and prepared for the beginning of school and not be pulled in two different directions before the start of school. Amelia had a very difficult time in Kindergarten and had an especially difficult time transitioning from her father to her mother. It is for these reasons that this Special Master is recommending that Father's parenting time with Amelia (beginning on August 30) occur in Seattle and that Amelia be returned to her mother's care and custody on the evening prior to the beginning of school.

This Special Master is recommending the following time table:

1) Amelia is flying directly into Seattle with her mother on August 30.
2) Transfer of Amelia into Father's care and custody in Seattle is to be at 3:00 p.m. at the McDonalds on Mercer Island.

3) Due to the brief period of parenting time for Father beginning August 30, Father's custody time shall occur in Seattle. Father shall return Amelia to Mother no later than 8:00 p.m. on the day prior to the beginning of school, September 1.

DATED: 8-07-09

Penny R. Hancock, Special Master

IT IS SO ORDERED:

DATED: AUG 13 2009

Eugene L. Balonon

JUDGE OF THE SUPERIOR COURT

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SACRAMENTO

In re the Marriage of: **Arthur J. Bettati, Jr** Petitioner, and **Yvette Bettati** Respondent	Case No.: **07FL04448** CERTIFICATE OF MAILING

I certify that I am not a party to this action and that on the date set forth below, a true copy of this Order (Special Master) was mailed first class, postage fully prepaid, in a sealed envelope addressed as shown below, at Sacramento, California.

DATED: AUG 13 2009

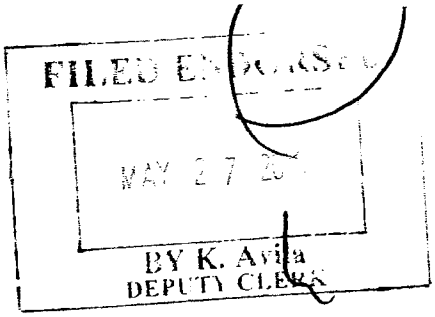
Deputy Clerk

Arthur J. Bettati, Jr. 8510 Rolling Green Way Fair Oaks, CA 95628	Yvette Bettati 3614 72nd PL SE Mercer Island, WA 98040
Michael A. Trenkle Attorney at Law 2020 Marconi Avenue Sacramento, CA 95821	Charlotte L. Keeley Attorney at Law 1451 River Park Drive, Suite 244 Sacramento, CA 95815
Penny R. Hancock, MFT 791 University Avenue Sacramento, CA 95825	

EXHIBIT 27

PENNY R. HANCOCK, MFT
791 University Avenue
Sacramento, CA 95825
Tel.: (916) 923-1763
Fax: (916) 921-2817

SPECIAL MASTER



SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SACRAMENTO

IN RE THE MARRIAGE OF:	**Case #: 07FL04448**
Arthur J. Bettati, Jr.	
Petitioner,	**Special Master**
and	**Decision and Order # 5**
Yvette Connor (Bettati)	
Respondent.	

The following recommended summer schedule follows the concept of Mary Ann Frank's mediation report, because Jacqueline Singer's §730 Evaluation report will likely not be completed before the beginning of the summer. Dr. Singer is still awaiting the return of some input information requested from Father.

Mary Ann Frank's mediation report suggests two-week blocks of parenting time during the summer to minimize the number of exchanges and to allow for sufficient vacation time. Other obvious constraints to the schedule are: school schedules (last day of school and possible first day of school, depending on where Amelia goes to school) and holidays (Father's Day, 4th of July). The recommended schedule allows for Father to have the first two weeks of summer break, which includes Father's Day weekend as well as the 4th of July.

The recommended schedule for the summer of 2010 is as follows:

1) Last day of school at Island Park Elementary is June 17th.
2) Father's first block of parenting time begins on June 18 at 3:00 p.m. and goes through July 5. Mother is to pick Amelia up in Sacramento at 3:00 p.m. on July 5.
3) Mother's parenting time is to go through July 18. Father is to pick Amelia up at 6:00 p.m. on July 18, either in Seattle or in Colorado.

4) Father's second block of parenting time will go from July 18 at 6:00 p.m. until August 1. Mother will pick Amelia up in Sacramento on August 1, at 3:00 p.m.
5) Mother's parenting time begins on August 1, at 3:00 p.m., and ends on Sunday, August 8.
6) If Amelia attends Castle Rock Elementary School in Colorado, the first day of school is on August 9. This date may change if Amelia attends another school.

Not counting the exchange days for either Father or Mother, the remaining number of days Amelia is with each parent during the summer is 28 for Father and 19 for Mother. Although this schedule gives Father more parenting time, it will provide the least disruption for Amelia.

The projected exchange times may have to be adjusted to take airline schedules into consideration.

Daycare Providers / Nannies. The parents shall inform each other with the names and phone numbers of all daycare providers and nannies that assist in caring for Amelia.

DATED: 5-10-10

Penny R. Hancock, Special Master

IT IS SO ORDERED:

DATED: 5-27-10

JAMES M. MIZE

JUDGE OF THE SUPERIOR COURT

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SACRAMENTO

In re the Marriage of: **Arthur J. Bettati, Jr** Petitioner, and **Yvette Bettati** Respondent	Case No.: **07FL04448** CERTIFICATE OF MAILING

I certify that I am not a party to this action and that on the date set forth below, a true copy of this Order (Special Master) was mailed first class, postage fully prepaid, in a sealed envelope addressed as shown below, at Sacramento, California.

DATED: 5-28-10

Deputy Clerk

Arthur J. Bettati, Jr. 8510 Rolling Green Way Fair Oaks, CA 95628	Yvette Connor 3614 72nd PL SE Mercer Island, WA 98040
Dianne M. Fetzer Attorney at Law 455 University Ave, Ste 201 Sacramento, CA 95825	Charlotte L. Keeley Attorney at Law 1451 River Park Drive, Suite 244 Sacramento, CA 95815
Penny R. Hancock, MFT 791 University Avenue Sacramento, CA 95825	

EXHIBIT 28

Charlotte L. Keeley
Attorney at Law
1451 River Park Drive, Suite 244
Sacramento, CA 95815
Telephone: (916) 922-4961

Attorney for Respondent

FILED ENDORSED
BY M. Goode
DEPUTY CLERK

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SACRAMENTO

In re the Marriage of: Arthur J. Bettati, Jr. , Petitioner, and Yvette (Bettati) Connor, Respondent	Case No. 07FL04448 **STIPULATION AND ORDER FOR APPOINTMENT OF CHILD CUSTODY EVALUATOR**

THE PARTIES in the above captioned matter, Arthur J. Bettati, Petitioner (hereinafter "Father") by and through his attorney, Dianne M. Fetzer, and Yvette (Bettati) Connor, Respondent, (hereinafter "Mother") by and through her attorney, Charlotte L. Keeley, hereby submit the following stipulations for a psychological child custody evaluation, and request that the Court adopt said Stipulations as an Order of this court.

1. The parties shall contact Jacqueline Singer, Ph.D., immediately to conduct a psychological child custody evaluation regarding the appropriate custodial arrangement for the minor child, Amelia Kathleen Bettati born May 12, 2003.

2. Dr. Jacqueline Singer (hereinafter, the "Evaluator") is appointed the Court's expert, pursuant to Family Code §3111 and Evidence Code §730. The parties, counsel and evaluator will comply with the procedural and substantive requirements of California Rules of Court, Rule 5.220 for the purpose of a child custody evaluation in this proceeding. The Evaluator shall have quasi-judicial immunity.

3. Fees and expenses of the Evaluator shall be shared one-half by each party.

4. The parties understand that the evaluation will not commence until the advance deposit of $6,500 has been paid in full. Thereafter, all bills or requests for payment submitted by the Evaluator shall be paid within ten (10) days of receipt. The complete cost of the evaluation will be paid to the Evaluator by the parties prior to the release of the evaluation report

5. In the event that either parent fails to cooperate with the Evaluator or fails to provide 24 hours telephonic notice of the cancellation of an appointment with the Evaluator, the Evaluator shall allocate the charges related to such conduct, which amount shall be paid by such party. The court shall reserve jurisdiction to change any such allocation.

6. The parties shall agree to and sign a fee agreement required by the Evaluator. Both parties understand that the Evaluator may not ultimately support his or her position in litigation, but that each nevertheless must still fulfill his or her obligation to pay the court-ordered share of the fees. Payment is required despite the fact that the Evaluator may testify in court or prepare reports which favor the other parent.

7. The Court reserves jurisdiction to make a final allocation of the costs of the Evaluation, the post-evaluation services, and any testimony provided by the Evaluator.

8. The parties shall both immediately contact Dr. Jacqueline Singer to set an initial appointment time. Thereafter, the parties shall cooperate in all ways in the evaluation as requested by the Evaluator, shall participate in such testing and interviews as directed by the Evaluator. The parties shall commence psychological testing with whomever the Evaluator recommends as soon as possible. The parties agree to cooperate with requests to submit to tests for the use of drugs and alcohol. These may include the referral to an independent laboratory for urine, blood or hair samples, at the direction of the Evaluator. The Evaluator may also request that the parents be assessed by an independent specialist such as a substance abuse specialist, a neuropsychologist or other specialist, depending upon the Evaluator's concerns. The Evaluator shall have the authority to interview all members of the immediate and/or extended family of both parents at her discretion and request; interview any and all other persons whom the Evaluator deems, in her sole discretion, to have relevant information, including but not limited to

medical providers, teachers, psychologists, and day care providers, and to determine the protocol of all interviews and sessions. It is the intention of parties to complete this evaluation expeditiously. Therefore, the parties agree to schedule meetings requested by the Evaluator on a time schedule requested by the Evaluator. The parties further agree that whenever possible, each will travel to Sonoma County to meet with the Evaluator.

9. All parties understand that information obtained by the Evaluator and opinions formed by her during the evaluation are not held confidential by the Evaluator.

10. No party is permitted to have any *ex parte* contact with the assigned child custody Evaluator about the pending case, except as directed by the child custody Evaluator during the custody evaluation procedure. No attorney is permitted to have any *ex parte* contact with the assigned child custody Evaluator.

11. Subject to a claim of privilege, the Evaluator in her sole discretion may communicate with whomever she determines has relevant information for the evaluation, including Family Court Services personnel and Child Protective Services personnel, who shall provide any information requested by the Evaluator. The parties shall cooperate fully in seeing that this evaluation commences as soon as possible, and further agree to execute whatever documents, including, without limitation thereto, waivers of privilege as to all physicians, medical and mental health care providers for both parties and the minor child.

12. The Evaluator shall issue her report to the attorneys for the parties and the Court within 90 days of receiving payment from both parties. In issuing the report, the evaluator shall inform the parties and counsel that the Custody Evaluation Report is confidential and shall be distributed only to the parties, attorneys, Family Court Services, experts and the court. The report, or any portions thereof, shall not be shown or distributed to any other person or used or attached to any document filed with the court, except as authorized by the court.

13. **The parties are specifically enjoined and restrained from discussing their respective positions on child custody issues or the contents of the Evaluator's written reports with the minor child**, except as recommended by the Evaluator or authorized by the court.

14. If at any time either party requests in writing that copies of the Evaluator's entire file be released to each party's attorney and/or second expert, with the exception of raw data from psychological testing, which shall only be released to a qualified psychologist named in writing by one of the attorneys, this order provides all necessary documentation for the release of these records and no further release forms or subpoenas shall be required. Payment must be received prior to release of these records. The records shall be produced within ten (10) days of such request upon receipt of payment.

15. Because the Evaluator is serving under the court's appointment, if subpoenaed to testify by either party, it is understood that the Evaluator shall testify as the Court's impartial witness and not as an advocate for either party. It is understood that the Evaluator's opinion and recommendations may favor one party, but the Evaluator's report, preparation for court appearance and testimony are all part of this court-ordered custody evaluation.

16. In the event that either party subpoenas records in connection with this case, Dr. Singer will charge for her time in responding to the subpoena at the same hourly rate as charged for conducting the custody evaluation. Such fees will be payable solely by the subpoenaing party. "Responding" shall include, without limitation: reviewing any records in response to said subpoena, attending any court hearings in connection therewith, and any other efforts necessary to comply with said subpoena. Depending upon the volume of records requested and the breadth of the request, Dr. Singer reserves the right to request and obtain a retainer deposit to cover the estimated fees to be incurred in researching and/or producing said records. Any materials requested that relate to any case other than the present case will be limited by the following: Release of the requested materials does not violate Dr. Singer's legal or ethical obligations; it is not overbroad nor burdensome; nor does it not violate either proprietary rights or the privacy rights of third parties. Should the subpoenaing party and Dr. Singer disagree as to the acceptable scope of records to be provided, or should Dr. Singer find it necessary or reasonable, in her sole professional judgment, to consult with legal counsel for any reason in conjunction with such subpoena, the subpoenaing party shall also be responsible for payment of any attorney's fees incurred by Dr. Singer. Such materials will be delivered in a timely fashion, though these

materials may not be produced in the same time frame as the case file itself. Extra work beyond the scope of producing the case file will not take precedence over other commitments previously made by Dr. Singer. After Dr. Singer has finished preparation of these materials/records, and before releasing them, she will notify the requesting party of the balance due, if there is one. Payment of this balance due shall be made to Dr. Singer by the requesting party prior to Dr. Singer's release or production of these records.

17. In the event that either party requires the Evaluator to appear at a deposition, that party shall be required to pay for the Evaluator's preparation for deposition, appearance at the deposition and review of the deposition transcript and shall deposit an additional retainer prior to the deposition for the anticipated amount of such cost. In the event that either party requires the Evaluator to appear at trial or a hearing, he or she shall be required to pay for the Evaluator's preparation for trial and appearance at the trial and shall deposit an additional retainer prior to the trial or hearing for the anticipated amount of such cost. The court retains jurisdiction to order one party to reimburse the other for deposition and/or trial testimony fees.

18. It is a rebuttable presumption that this expert should be appointed for any required follow-up evaluation if the Evaluator is available and willing to perform such updates. The issue of an Evaluator's bias or any other reason for lack of qualifications should be raised and determined either in the trial following the initial evaluation, or if there was none, through a motion or order to show cause at the time of the update.

19. The evaluator shall examine the health, safety, welfare, and the best interest of the child and shall render a written report. The evaluation shall be a full evaluation. The evaluator shall specifically address the following issues raised in this case:

The scope of the evaluation is any matter bearing on the best interests of the minor child, including, but limited to the following:

Determine nature of parental conflict and effect on emotional well-being of child and recommend appropriate interventions;

Determine and recommend legal custody determination most appropriate to support child's best interests;

Determine and recommend physical custody determination most appropriate to support child's best interests;

Determine where the minor child should attend school;

Determine whether either parent is a flight risk and which parent should hold the minor child's passport; and

Determine and recommend other custody-related matters including, but not limited to holiday schedule, vacation schedule, telephone communication between parent and child, child's participation in counseling, parental interaction with school, parents' participation in adjunct services including co-parenting counseling, individual counseling, parent education class, anger management counseling, restraining orders and any other matter bearing on the child's best interest.

The custody evaluator shall contact and confer with the child's therapist, Donna Lewen, the Special Master, Penny Hancock and the prior court-designated mediator, Mary Ann Frank, Father's parenting counseling, Alicia Santos-Coy, Father's personal counselor, Roy Henderson, and any other collateral contact that the evaluator determines she need to speak with for her determination of the issues herein. The custody evaluator will contact and confer with any psychologist performing a neuropsychological evaluation of the minor child.

20. There are two stipulations and orders filed in this matter, each applicable to a child custody evaluation. The parties agree that all provisions of each such stipulation and order shall apply in this matter, but to the extent any of the provisions of each stipulation and order are inconsistent, the provisions of this Order for Appointment of Custody Evaluator shall supercede the provisions of the stipulation and order filed October 9, 2009.

21. This stipulation and order may be signed in counterpart. The parties' and counsel's faxed signatures on this stipulation and order shall have the full legal effect as an original signature.

We have read the entire stipulation and agreement. We understand it fully and request the court to make our stipulation and agreement the court's order. We understand that willful failure to comply with the provisions of this order will be a contempt of court and may be punished by community service and/or imprisonment. We waive all further notice of this order.

THE FOREGOING IS AGREED TO BY:

Date: 10-29-2009

Arthur J. Bettati, Jr. Petitioner/Father

Date: _____

See page attached.

Yvette (Bettati) Connor, Respondent/Mother

APPROVED AS TO FORM AND CONTENT:

Date: 10/29/2009

Dianne M. Fetzer
Attorney for Petitioner

Date: _____

See page attached.

Charlotte L. Keeley
Attorney for Respondent

ORDER

Pursuant to stipulation of the parties, IT IS SO ORDERED.

Date: _____

See page attached.

JUDGE OF THE SUPERIOR COURT

THE FOREGOING IS AGREED TO BY:

Date: _____ See previous page
Arthur J. Bettati, Jr. Petitioner/Father

Date: November 4, 2009
Yvette (Bettati) Connor, Respondent/Mother

APPROVED AS TO FORM AND CONTENT:

Date: _____ See previous page
Dianne M. Fetzer
Attorney for Petitioner

Date: 11/9/09
Charlotte L. Keeley
Attorney for Respondent

ORDER

Pursuant to stipulation of the parties, IT IS SO ORDERED.

Date: NOV 30 2009

EUGENE L. BALONON
JUDGE OF THE SUPERIOR COURT

EXHIBIT 29

PETITIONER/PLAINTIFF: ARTHUR BETTATI RESPONDENT/DEFENDANT: YVETTE BETTATI	CASE NUMBER: 07FL04448

Findings and Order After Hearing
September 27, 2010 at 9:00AM in Dept. 123

Other Orders:

1. Father has parenting October 15-24, 2010, but not October 7-10, 2010.

2. Father has parenting November 23-28, 2010, but not November 4-7, 2010.

3. Father has parenting second half of Christmas break/recess, from December 26th at 2:00 pm until January 2nd at 3:00 pm.

5A. Settlement Conference set for January 20, 2011 in Department 128. Trial scheduled to be heard February 3 & 4, 2010 at 8:30am in D-120.

6B. All other orders not in conflict herein remain in full force and effect untiil further order of the court.

///

///

///

///

///

///

///

///

///

///

4. Unless stated to the contrary otherwise above, exchange times are at 3:00 pm in Sacramento or from school if custody exchange is in Colorado.

Legal Solutions Plus

EXHIBIT 30

Superior Court of Washington
County of King

In re: YVETTE BETTATI, Petitioner, and ARTHUR BETTATI, Respondent	NO. **07-3-06736-5SEA** **ORDER ON MOTION TO TRANSFER REMAINING ISSUES TO CALIFORNIA COURT**

This matter having come before the court for hearing without oral argument, the court having reviewed the pleadings filed in this matter, and being fully advised in the premises, FINDS that neither petitioner nor respondent resides in the state of Washington, and there is currently pending in California an action between the parties related to their minor child. IT IS THEREFORE ORDERED, ADJUDGED AND DECREED, that venue and jurisdiction over the remaining issues in this matter is hereby transferred to the court in the state of California that currently has before it parenting issues relating to Amelia Bettati.

DEBORAH A. BIANCO, P.S.
14535 Bel-Red Road, Suite 201
Bellevue, Washington 98007
Telephone: 9425) 747-4500
Facsimile: (425) 747-8400

Dated this 16 day of August, 2010.

Judge/Court Commissioner

Presented by:

DEBORAH A. BIANCO, P. S.

Deborah A. Bianco (WSBA #19826)
Attorney for Arthur Bettati, Respondent.

Approved as to Form; Notice of Presentation Waived:

Yvette Bettati, Petitioner pro se

DEBORAH A. BIANCO, P.S.
14535 Bel-Red Road, Suite 201
Bellevue, Washington 98007
Telephone: 9425) 747-4500
Facsimile: (425) 747-8400

SUPERIOR COURT OF WASHINGTON FOR KING COUNTY

YVETTE BETTATI,
Respondent,

vs.

ARTHUR BETTATI,
Appellant.

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

CERTIFICATE OF SERVICE
APPELLANT'S OPENING BRIEF

FILED
COURT OF APPEALS DIV. #1
STATE OF WASHINGTON
2011 JUN 10 AM 10: 55

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

SERVICE BY MAIL

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

Address of Post Office:	**Date Mailed:**	**Addressed to:**	**Mailing Address:**
United States Post Office 7862 Winding Way Fair Oaks, California 95628	June 8, 2011	CAMDEN HALL, PLLC Attorney for Respondent	1001 Fourth Avenue Suite 3312-13 Seattle, Washington 98154

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

DATED: June 8, 2011

Signature of Server

Ellen Jo Bailey
Print or Type Name

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

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