

No. 43822-4-II

COURT OF APPEALS, DIVISION II  
OF THE STATE OF WASHINGTON

---

JAMES PARSONS,

Respondent,

v.

BOBETTE PARSONS  
Appellant

---

ON REVIEW FROM THE SUPERIOR COURT OF THE  
STATE OF WASHINGTON FOR PIERCE COUNTY

---

OPENING BRIEF OF APPELLANT

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## TABLE OF CONTENTS

I.	INTRODUCTION.....	1
II.	ASSIGNMENTS OF ERROR.....	2
III.	STATEMENT OF THE CASE.....	3
IV.	ARGUMENT.....	8
	A. This Court will affirm the asset distribution and maintenance award absent a manifest abuse of discretion.....	8
	B. The Trial Court Failed in Placing the Parties in Roughly Equal Financial Positions for the rest of Their Lives.....	9
	C. The Trial Court Erred in Failing to Include James' Recurring Bonuses and Employer Tax Deferred Retirement to his IRA's and 401(k) in Calculating his Income for Purposes of Setting Child Support.....	10
V.	CONCLUSION.....	10

## TABLE OF AUTHORITIES

### Washington Cases

<i>In re Marriage of Rockwell</i> , 141 Wn. App. 235, 242, 170 P.3d 572 (2007) (citing RCW 26.09.080), rev. denied, 163 Wn.2d 1005 (2008) .....	8,9
<i>Olivares v. Olivares</i> , 69 Wn. App. 324, 329, 848 P.2d 1218 (1993).....	8
<i>In re Estate of Borghi</i> , 167 Wn.2d 480, 219 P.3d 932 (2009)..	8
<i>In re Marriage of White</i> , 105 Wn. App. 545, 549, 20 P.3d 481 (2001).....	9

### Statutes, Rules & Other Authorities

RCW 26.09.080.....	8
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## I. INTRODUCTION

This case involves long-term marriage of 30 years between two scientists who met as lab partners in college in the late 1970's. The wife (Bobette) became a soil scientist and the husband (James) became a trout geneticist.

By agreement, Bobette took a 16 year hiatus from her career to raise the parties' three children and to support James' career. At time of trial in March 2012, the parties' three children were: Robert age 25, Tim age 22 and Stephanie age 16. Also, at time of trial, Bobette was a soil scientist for the UDSA earning \$54,000 per year (\$4,500 per month) and James was a fish geneticist working for Troutlodge, LLC earning \$268,356 per year (\$22,363 per month).

The trial court divided the parties' marital estate 50-50 giving each party \$449,315 and awarded Bobette her separate inheritance of \$37,500. Further the court awarded Bobette spousal maintenance of \$3,500 per month for 10 years (from March 2012 when Bobette was 56 until she turns 66 in January 2022) which totals \$420,000.

James salary of \$134,000 is only one part of his considerable compensation package. He also receives substantial recurring annual bonuses. For 2011 it was \$88,000. Additionally, his employer contributed \$46,356.54 to various 401(k) and tax sheltered accounts for James. Inexplicably, the trial court

completely ignored the recurring bonus and tax sheltered income in making its award of maintenance to Bobette and in calculating James' income for purposes of the child support worksheets.

After the maintenance award of \$3500 per month, Bobette has a gross monthly income of \$8,000 per month and James has a gross monthly income of \$18,863.

Because the trial court made an equal division of property and debts and failed to make a maintenance award that would put the parties in roughly equal financial positions for the rest of their lives on this 30 year marriage the court has made a manifest abuse of its discretion and the case should be remanded back to the trial court for an appropriate adjustment of the monthly amount of spousal maintenance awarded to Bobette.

The corresponding child support worksheets should be corrected as of June 2012 as well.

## **II. ASSIGNMENTS OF ERROR**

### *Assignments of Error*

1. The trial court erred when it failed, in any way or form, to factor in the large recurring annual bonus income of James and the large recurring annual contributions to James tax sheltered investments by his employer in calculating James income for purposes of awarded maintenance and calculating child support.

2. The trial court erred when it failed to make a maintenance award to Bobette from James that would put the

parties in roughly equal financial positions for the rest of their lives on this 30 year marriage.

*Issues Pertaining to Assignments of Error*

1. Is the court required to factor in the large recurring annual bonus income of James and the large recurring annual employer contributions to his tax sheltered accounts when making an award of maintenance and calculating the parties' incomes for purposes of setting child support?

2. Is the court required to put the parties in roughly equal financial positions for the rest of their lives on this 30 year marriage?

**III. STATEMENT OF THE CASE**

Bobette and James were married January 13, 1979 in California. CP 36. James was 23 and Bobette was 22. CP 35. They met when both were students in college. RP 12.

Bobette graduated with a bachelor of science in natural resource planning and interpretation from California State University at Humboldt. RP 100. She then received a Master's Degree in Soil Science from Washington State University. RP 100.

James graduated in June 1979 with a Bachelor of Science in Fisheries from California State University at Humboldt. RP 12. He then received a Master's Degree in genetic and cell biology from Washington State University. RP 12.

By agreement, Bobette's career always took a back seat to

James' career. Bobette re-entered the workforce in 2008 after a 16 year hiatus as a stay-at-home mother to the parties' three children who at the time of trial in March 2012 were: Scott 25, Tim 22 and Stephanie 16. Exhibit 36.

After initially turning down the employment offer with Troutlodge, Bobette was the one who convinced James to reconsider and take the lucrative position. RP 83 and RP 127-128. It turned out to be a terrific decision. James has earned over \$100,000 per year just in taxable salary (and excluding employer contributions to tax sheltered investments for the past 10 years which have equated his salary). Social Security Earnings record for James which is trial Exhibit R37. For 2011, James earned \$268,356. RP 70-71.

Troutlodge is a supplier of rainbow trout eggs to growers in about 60 countries around the world. RP 14. Recently, Troutlodge has expanded into producing marine species fish and marine ornamentals. RP 14.

The \$268,356 for 2011 was paid \$134,000 as salary, \$88,000 bonus, \$22,000 contributed by Troutlodge to his 401(k), dividend of \$11,218 from Troutlodge Real Estate to his IRA, distribution of \$5,900 from Troutlodge Real Estate to his IRA and an interest payment of \$7,290 from Troutlodge Real Estate to his IRA. RP 71. These dividends, distributions and interest payments went directly into James' IRA (Individual Retirement Account). RP 71. These deposits to IRA's are routine. RP 20.

Troutlodge, Inc. is forecasting aggressive growth over the next 5 years and to be earning \$20,000,000.00 in annual revenue by 2014. RP 83 to 85 and Exhibit 31. As a trout geneticist, James Parsons is a key employee of Troutlodge, Inc. RP 126-127. There is no reason to believe that James Parsons' income, bonuses and tax-deferred employer retirement contributions are going to do anything but continue to aggressively increase. In fact, the Parson's investment in Troutlodge of \$200,000 in 2005 grew to almost \$700,000 by 2009 and this was during the worst world economy since the Great Depression. RP 130-131. The exchange between attorney Benjamin and James was telling: Q: (by Benjamin): *But your company [Troutlodge, Inc.] did pretty darn well in one of the worst economies since the great depression?* A: (by James) *That's the advantage of operating in sixty countries. It's pretty stable, regardless of what's happening.* RP 88.

In contrast to James' income, Bobette earned zero income from 1992 to 2007, then \$23,955 in 2008 and \$20,434 in 2009. Social Security Earnings record of Bobett which is trial Exhibit R36. Bobette stayed at home to raise the children. RP 13-14. In 2012, Bobette's gross monthly income was \$4,504 per month as a soil conservationist with the US Department of Agriculture. RP 90, CP 466 to 470 and Exhibit 45.

The trial court awarded Bobette \$3500 per month in maintenance until she turns 66 and awarded each party 50% of

the marital estate which was calculated at \$449,315 each for a total marital estate at trial of \$898,630. CP 441. The court also awarded Bobette her separated inheritance of \$37,000. CP 435. As an aside, the trial court initially awarded Bobette maintenance until age 65 and changed that to age 66 on reconsideration and had a calculation error in dividing the marital estate that was corrected upon motion of James.

Over the next ten years (the term of the maintenance award to Bobette), if neither party receives an increase in income (which is highly unlikely considering the aggressive growth experienced by Troutlodge historically and which is forecast for the future), James will earn \$2,683,560 ( $\$268,356 \times 10$ ) and Bobette will earn \$540,000. Figuring the maintenance award of \$42,000 per year would reduce James' earnings over this period by \$420,000 to \$2,263,560 and increase Bobette's by the same amount of \$960,000. James will earn 2.3 times the amount of Bobette over the next 10 years, even factoring in the maintenance award. If the trial court were to put the parties in roughly equal financial positions, the maintenance award would be in the \$8000 to \$9000 range per month. At \$8000 per month in maintenance that would give James \$14,363 per month and Bobette \$12,500. At \$8,500 per month, it would leave James with \$13,863 and Bobette with \$13,000 per month.

Not only did Bobette stay at home to raise the children for 16 years and have zero income, but their youngest daughter

Stephanie (age 16 at trial) was hospitalized six times in Hawaii in the 18 months preceding trial. RP 91-92.

Remarkably, the trial court failed to include the substantial recurring bonus income and the substantial recurring employer tax sheltered retirement contributions in calculating James' income for purposes of setting child support. CP 456-470.

Bobette was awarded zero in maintenance during the whole pendency of this case from January 2010 through trial in March 2012. On the other hand, James has full use of his 2011 income in the amount of \$288,364 and 2010 for that matter.

Additionally, Bobette incurred over \$89,443 in attorneys' fees during the pendency of the case. RP 93 and Exhibit 39. Although her last attorney, Jason Benjamin, received a flat fee of \$5,000 from her to do the trial and did not receive any other fees from her out of the \$89,443 total she incurred. RP 94. She was only awarded \$5,000 in temporary fees on February 24, 2010 for the whole case. CP 410. In the court's written decision, the court writes, "*I am not ordering payment of additional attorney fees. Mr. Parsons is paying the community debt and the Bank of America account in the wife's name. I have attached a spreadsheet reflecting these values and division.*" CP 435-437. The problem with this analysis is that the trial court put these exact debts on the spreadsheet and divided the debt 50-50. CP 437.

#### IV. ARGUMENT

**A. This Court will affirm the asset distribution and maintenance award absent a manifest abuse of discretion.**

A dissolution court must make a just and equitable distribution of assets in light of the following non-exclusive factors: "(1) the nature and extent of the community property, (2) the nature and extent of the separate property, (3) the duration of the marriage, and (4) the economic circumstances of each spouse at the time the division of the property is to become effective." *In re Marriage of Rockwell*, 141 Wn. App. 235, 242, 170 P.3d 572 (2007) (citing RCW 26.09.080), rev. denied, 163 Wn.2d 1005 (2008). The trial court may also consider, among other things, the parties' health, ages, and earning capacities. *Rockwell*, 141 Wn. App. At 248; *Olivares v. Olivares*, 69 Wn. App. 324, 329, 848 P.2d 1218 (1993) *disapproved on other grounds*, *In re Estate of Borghi*, 167 Wn.2d 480, 219 P.3d 932 (2009). The paramount concern is the parties' post-dissolution economic circumstances. *Olivares*, 69 Wn.App. at 330.

"[T]he trial court has broad discretion in distributing the marital property, and its decision will be reversed only if there is manifest abuse of discretion." *Rockwell*, 141 Wn. App. at 242-43. This Court reviews the trial court's findings for substantial evidence. 141 Wn. App. at 242. The Court will "not substitute [its] judgment for the trial courts, [or] weigh the evidence..." *Id.*

The trial court has wide latitude to disproportionately

distribute assets, particularly in a long-term marriage, where the trial court must "place the parties in roughly equal financial positions for the rest of their lives." *Id.* at 241-42 (citing ***In re Marriage of White***, 105 Wn. App. 545, 549, 20 P.3d 481 (2001)). In doing so, the trial court must consider the asset distribution as well as the parties' respective incomes and earning potentials. ***Rockwell***, 141 Wn. App. at 249.

It is understood that the trial court must exercise discretion without the benefit of a crystal ball. But as admitted during the testimony of James, Troutlodge has set aggressive growth goals and it grew aggressively during the worst economic downturn since the great depression. James was not able to articulate any concerns whatsoever that his salary and benefits would do anything but substantially increase over the next ten years.

**B. The Trial Court Failed in Placing the Parties in Roughly Equal Financial Positions for the rest of Their Lives.**

As discussed above, even factoring in the maintenance award, James will earn 2.3 times that of Bobette over the next ten years when Bobette's maintenance will terminate. Please see the Oral decision of the trial court attached hereto as Appendix A, the Findings of Fact and Conclusions of Law attached hereto as Appendix B, the Decree of Dissolution attached hereto as Appendix C and the Amended Decree of Dissolution attached hereto as Appendix D.

As such, this case should be remanded to the trial court for a proper maintenance award consistent with **Olivares** and **Rockwell**. Or, this court could simply raise the amount of the maintenance award from \$3,500 to \$8,500 per month for the same time period.

**C. The Trial Court Erred in Failing to Include James' Recurring Bonuses and Employer Tax Deferred Retirement to his IRA's and 401(k) in Calculating his Income for Purposes of Setting Child Support.**

Pursuant to RCW 26.19.071 specifically states, ". . . . monthly gross income shall include income from any source, including: d) Deferred compensation; h) Dividends; i) Interest; and r) Bonuses. See the Order of Child Support and Worksheets attached hereto as Appendix E.

In explicably, the trial court omitted all of the above in its calculations of James' income for purposes of calculating child support. This is a manifest abuse of discretion. The matter should either be remanded for a new calculation with the same effective start date, or this court should merely order the correction based upon James' stated income of \$288,364 less whatever maintenance award and divided by 12 months.

**V. CONCLUSION**

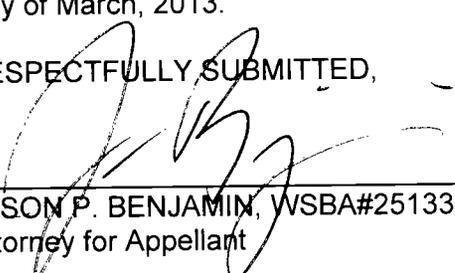
The fact this was a 30 year marriage where Bobette took more than a decade and a half hiatus from her own career to raise the children and support James' career and the fact that the court made a 50-50 division of the marital estate, demands that the

maintenance award of \$3500 per month be substantially increased. The facts and evidence are uncontradicted.

This Court should overturn and remand for a hearing on maintenance and inclusion of James' recurring bonus and retirement contributions for purposes of calculating child support.

Dated this 29<sup>th</sup> day of March, 2013.

RESPECTFULLY SUBMITTED,



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JASON P. BENJAMIN, WSBA#25133  
Attorney for Appellant

## INDEX TO APPENDIX: APPELLANT'S OPENING BRIEF

*In re Marriage of Parsons*  
Court of Appeals, Division Two, No. 36246-5-II

<b><u>Number</u></b>	<b><u>Description</u></b>
A	Oral decision from Trial Court dated March 30, 2012
B	Findings of Fact and Conclusions of Law entered June 5, 2012
C	Decree of Dissolution entered June 5, 2012
D	Amended Decree of Dissolution entered September 14, 2012
E	Final Order of Child Support entered June 5, 2012

## **APPENDIX A**



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

**JAMES R. ORLANDO, JUDGE**  
L Janet Costant, *Judicial Assistant*  
DEPARTMENT 1  
(253)798-7578

334 COUNTY-CITY BUILDING  
930 TACOMA AVENUE SOUTH  
TACOMA, WA 98402-2108



March 30, 2012

Mr. Jason Benjamin  
Attorney at Law  
10116 36<sup>th</sup> Ave. Ct SW, Suite 310  
Lakewood, WA 98499

Mr. Robert K. Ricketts  
Attorney at Law  
8849 Pacific Avenue  
Tacoma, WA 98444

Re: Parsons and Parsons  
Pierce County No. 10-3-00130-1

Dear Counsel:

This is a long term marriage and there is a significant dispute as to whether a minority discount should be applied to the value of Troutlodge Holdings, LLC. Mr. and Mrs. Parsons own an 8.9743% interest in the company. Mr. Kessler found that a 25% discount was appropriate. I would point out that there is no authority in this state that requires a minority discount to be applied. There is an unpublished opinion which did not apply a minority discount. Marriage of Baltrusis, 2002 WL 31058365 (Wash.App. Div 1) (2002). I would note that this case is cited at 16 A.L.R. 6<sup>th</sup> 693 (2006) *Use of Marketability Discount in Valuing Closely Held Corporation Or Its Stock*. In reviewing this publication, there is a split across jurisdiction as to whether discounts should be applied in a marital dissolution case, in large part due to the unfair position the non-participating spouse is often placed in when they are not employed or actively involved in the business.

I do not find that Gillespie mandates a minority discount. Rather, it makes such a discount discretionary with the trial judge. The facts here do not mirror Gillespie. There, the majority shareholder held 53% of the corporation. It was unlikely that any minority shareholder would be able to become a majority shareholder.

In the present case, Mr. Parsons is a key scientist for the company. He is critical to the success of the corporation and the ownership is divided between 6 others and none holds a majority interest. The interests range from 28% to 5%. There is a shareholder agreement which limits marketability of the shares and places a value on them at \$289,064.

Mr. Sadler used a number of approaches in determining value, including an asset approach, an income and cash flow approach, which valued capitalization of earnings and capitalization of excess earnings, and a market approach. The capitalization of excess earnings approach would have valued the Troutlodge interest at \$3,904,717. Mr. Sadler ultimately averaged out his valuations and implicit in the method of averaging there is a "discount" that occurs.

He determined a value for Troutlodge Holdings at \$348,293 and for Troutlodge Real Estate at 347,164. I find his values to be reasonable and supported by the evidence. I do not believe a further minority discount is warranted under these facts and case law and decline to adopt Mr. Kessler's calculation. The total valuation is \$695,457.

With regard to the other values I am adopting Mr. Parsons's valuations except as hereafter clarified. I do believe they are supported by the evidence.

Ms. Parsons attempted to place a much higher value on the boat. I do not find that value supported by the evidence.

I do find that Ms. Parsons contributed separate property of \$37,500 for the purchase of their residences. That should be reflected as her separate property. The earning on the \$20,000 was already reflected in the increased values the Idaho home brought at sale. The remaining \$17,500 was used to purchase the current residence. I am not awarding additional interest on those funds. This leaves community equity of \$23,000.

I am adopting Ms. Parsons's valuation of personal property of \$6147.50. Ms. Parsons has incurred substantial debt post-separation. These include debts to her former attorney and her mother. They should be her responsibility.

The end result will be a transfer payment by Mr. Parsons of \$325,593. This can be accomplished by transferring Troutlodge Real Estate to Ms. Parsons or making a payment over five years, secured by a deed of trust on the residence or a pledge of interest in the corporation, with interest at 4%.

Ms. Parsons has a need for spousal maintenance. Mr. Parsons shall pay \$3500 per month until she reaches age 65, remarriage or death. This award is based upon his current income, his much larger earning capacity and the length of their marriage. It also is based upon Ms. Parsons being a homemaker and out of the work force for many years.

I am not ordering payment of additional attorney fees .Mr. Parsons is paying the community debt and the Bank of America account in the wife's name. I have attached a spreadsheet reflecting these values and division.

Sincerely,

A handwritten signature in black ink, appearing to read 'James R. Orlando', written in a cursive style.

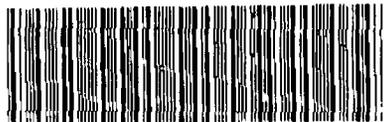
James R. Orlando



Marriage of Parsons  
Assets-Liabilities

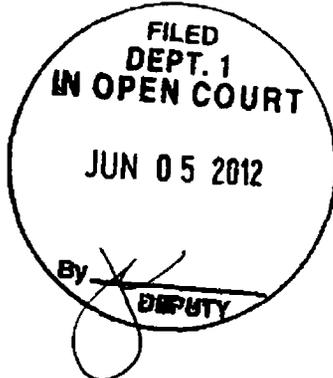
ASSETS:	Gross Value	Debt/Offset	Net Value	To Husband	To Wife
Business:	Community			Community	Community
Troulodge (Includes Holdings and RE) Business Valuation Combined	695,457		695,457	695,457	
From Sadler Spreadsheet JP = 8.97% JP applying 25% lack of control	\$627,993		\$627,993	\$627,993	
Discount					
Residential Property:					
Gig Harbor Washington	\$375,000		\$375,000	375,000	
second BECU \$89,500 - 821		(\$314,500)	\$60,500	\$60,500	
first Chase \$225,000 - \$2617					
Personal Property:					
Vehicles:					
2001 Expedition	\$2,475		\$2,475		\$2,475
2007 Taurus	\$8,800	(\$4,000)	\$4,800		\$4,800
1992 Explorer - award to Stephanie					
1998 Taurus - award to son Timothy					
1971 VW Bug	\$2,825		\$2,825		\$2,825
Personal Property and Effects:					
home furnishings	\$22,450		\$22,450	3073	3073
1993 Arma 19' Hardtop - Sum	\$12,805		\$12,805	\$12,805	
- boat (\$3985)		(\$11,546)			
- Honda outboard 150 hp (2008) (8550-.10%sw)					
- Honda outboard 8hp (2008) (1250-.10%sw)					
Bank Accounts:					
condominium proceeds	\$35,000		\$35,000		\$35,000

## **APPENDIX B**



10-3-00130-1 38641312 FNFL 06-06-12

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**SUPERIOR COURT OF WASHINGTON  
COUNTY OF PIERCE**

In re the Marriage of:

JAMES PARSONS,

Petitioner,

and

BOBETTE PARSONS,

Respondent.

NO. 10-3-00130-1

**FINDINGS OF FACT AND  
CONCLUSIONS OF LAW  
(Marriage)  
(FNFL)**

**I. BASIS FOR FINDINGS**

The findings are based on trial. The following people attended: Petitioner, Petitioner's attorney, Respondent, Respondent's attorney, Thomas Sadler, Steve Kessler, and Steve Brown.

**II. FINDINGS OF FACT**

Upon the basis of the court records, the court FINDS:

**2.1 RESIDENCY OF PETITIONER.**

The Petitioner is a resident of the state of Washington.

**2.2 NOTICE TO THE RESPONDENT.**

The respondent appeared, responded or joined in the petition.

*Fndngs of Fact and Concl of Law (FNFL) – Page 1 of 6  
WPF DR 04.0300 Mandatory (6/2008) – CR 52; RCW 26.09.030; .070(3)*

ORIGINAL

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**2.3 BASIS OF PERSONAL JURISDICTION OVER THE RESPONDENT.**

The facts below establish personal jurisdiction over the respondent.

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

**2.4 DATE AND PLACE OF MARRIAGE.**

The parties were married on 01/13/1979 at San Mateo, CA.

**2.5 STATUS OF THE PARTIES.**

Husband and wife separated on 10/01/2009.

**2.6 STATUS OF MARRIAGE.**

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

**2.7 SEPARATION CONTRACT OR PRENUPTIAL AGREEMENT.**

There is no written separation contract or prenuptial agreement.

**2.8 COMMUNITY PROPERTY.**

The parties have the following real or personal community property:

1. Real property located at 10316 80<sup>th</sup> Ave NW, Gig Harbor, WA;
2. Troutlodge Holdings LLC;
3. Troutlodge Real Estate LLC;
4. Edward Jones retirement account;
5. Putnam retirement account;
6. Trust Company Laser Vision;
7. Cash Trust Company (TL Div.);
8. 2001 Ford Expedition;
9. 2007 Ford Taurus;
10. 1992 Ford Explorer;
11. 1971 VW Bug;

*Fndngs of Fact and Concl of Law (FNFL) – Page 2 of 6  
WPF DR 04.0300 Mandatory (6/2008) – CR 52; RCW 26.09.030; .070(3)*

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12. 1993 Arima 19' Hardtop boat;
13. Honda Outboard 150 hp (2008);
14. Honda Outboard 8hp (2008);
15. Condominium proceeds; and
16. Miscellaneous Personal Property.

## 2.9 SEPARATE PROPERTY.

The husband has no real or personal separate property.

The wife has the following separate property:

The Court finds that the Respondent contributed separate property of \$37,500 for the purchase of their residences. The earning on the \$20,000 was already reflected in the increased values the Idaho home brought at sale. The remaining \$17,500 was used to purchase the current residence. The Court does not award additional interest on those funds. This leaves community equity of \$23,000.

## 2.9 COMMUNITY LIABILITIES.

The parties have incurred the following community liabilities:

1. Chase mortgage;
2. BECU (2<sup>nd</sup> mortgage);
3. American Express;
4. Bank of America Visa joint;
5. Wife's Bank of America;
6. Officer loan - TL;
7. Parent's portion FAFSA;
8. Guardian ad Litem;
9. Mediation;
10. NW School; and
11. Medical expenses for Stephanie.

## 2.10 SEPARATE LIABILITIES.

The husband has incurred the following separate liabilities:

Any indebtedness incurred by the husband since the separation of the parties or in his name only.

*Fndngs of Fact and Concl of Law (FNFL) - Page 3 of 6*  
*WPF DR 04.0300 Mandatory (6/2008) - CR 52; RCW 26.09.030; .070(3)*

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The wife has incurred the following separate liabilities:

- 1. Attorney Jeffrey Robinson;
- 2. Attorney Leslie Bottimore; and
- 3. Nonette G. Hanko.

Any other indebtedness incurred by the wife since the separation of the parties or in her name only.

**2.11 MAINTENANCE.**

Maintenance should be ordered because this is a long term marriage. Ms. Parsons has a need for spousal maintenance. Mr. Parsons shall pay \$3500 per month until she reaches the age of 66, remarriage or death. Maintenance shall be paid at the rate of \$2500 per month from January through June and \$4500 per month from July through December of each year. This award of maintenance is based upon his current income, his much larger earning capacity, and the length of their marriage. It is also based upon Ms. Parsons being a homemaker and out of the work force for many years. *Maintenance to start June 15, 2012 and*

**2.12 CONTINUING RESTRAINING ORDER.**

Does not apply.

*to be paid through support enforcement. JB*

**2.13 PROTECTION ORDER.**

Does not apply.

**2.14 FEES AND COSTS.**

There is no award of fees or costs.

**2.15 PREGNANCY.**

The wife is not pregnant.

**2.16 DEPENDENT CHILDREN.**

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

*Findings of Fact and Conclusions of Law (FNFL) – Page 4 of 6  
WPF DR 04.0300 Mandatory (6/2008) – CR 52; RCW 26.09.030; .070(3)*

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	<u>Name of Child</u>	<u>Age</u>	<u>Mother's Name</u>	<u>Father's Name</u>
	Stephanie Parsons	16	Bobette Parsons	James Parsons

## 2.17 JURISDICTION OVER THE CHILDREN.

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

This court has exclusive continuing jurisdiction. The court has previously made a child custody, parenting plan, residential schedule or visitation determination in this matter and retains jurisdiction under RCW 26.27.211.

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

## 2.18 PARENTING PLAN.

The parenting plan signed by the court dated 06/10/2011, is approved and incorporated as part of these findings.

This parenting plan is the result of an agreement of the parties.

## 2.19 CHILD SUPPORT.

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

### III. CONCLUSIONS OF LAW

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

#### 3.1 JURISDICTION.

The court has jurisdiction to enter a decree in this matter.

*Fndngs of Fact and Concl of Law (FNFL) – Page 5 of 6*  
*WPF DR 04.0300 Mandatory (6/2008) – CR 52; RCW 26.09.030; .070(3)*

ROBERT K. RICKETTS  
 WSB #13871  
 Attorney at Law  
 8849 Pacific Avenue  
 Tacoma, Washington 98444  
 253.535.2211

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**3.2 GRANTING A DECREE.**

The parties should be granted a decree.

**3.3 PREGNANCY.**

Does not apply.

**3.4 DISPOSITION.**

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

**3.5 CONTINUING RESTRAINING ORDER.**

Does not apply.

**3.6 PROTECTION ORDER.**

Does not apply.

**3.7 ATTORNEY'S FEES AND COSTS.**

The court does not order payment of additional attorney fees. Each party to pay their own attorney fees and costs.

Dated: 6-5-12

Presented by:

[Signature]

Robert K. Ricketts WSB #13871  
Attorney for Petitioner

FILED  
DEPT. 1  
IN OPEN COURT  
JUN 05 2012  
DEPUTY

[Signature]  
JUDGE/COMMISSIONER

Approved for entry

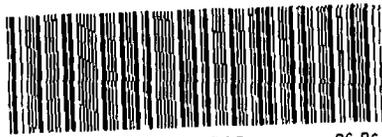
**JAMES ORLANDO**

[Signature]  
Jason Benjamin WSB#25133  
Attorney for Respondent

Fndngs of Fact and Concl of Law (FNFL) - Page 6 of 6  
WPF DR 04.0300 Mandatory (6/2008) - CR 52; RCW 26.09.030; .070(3)

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## **APPENDIX C**

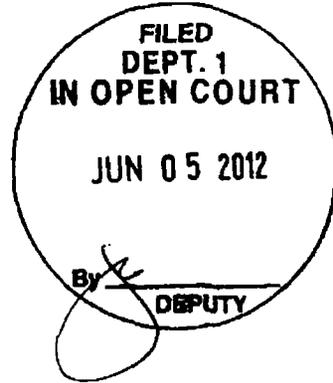


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**SUPERIOR COURT OF WASHINGTON  
COUNTY OF PIERCE**

In re the Marriage of:  
  
JAMES PARSONS  
  
Petitioner,  
  
and  
  
BOBETTE PARSONS,  
  
Respondent.



No. 10-3-00130-1  
Decree of Dissolution (DCD)

**I. Judgment/Order Summaries**

**1.1 Restraining Order Summary:**

Does not apply.

**1.2 Real Property Judgment Summary:**

Real Property Judgment Summary is set forth below:

Assessor's property tax parcel or account number: 0122357047

Or

Legal description of the property awarded: Section 35 Township 22 Range 01 Quarter 31: L 1 S P 90-09-10-0439 FORMERLY POR L 1 S P 74-29 EXC N 30 FT FOR ADDL R/W 104<sup>TH</sup> ST NW CYD TO P CO Q766168 EASE OF REC OUT OF 7-001 SEG C1070MD 10/23/91BO

See Page for full legal description

**1.3 Money Judgment Summary:**

Does not apply.

Decree (DCD) (DCLGSP) (DCINMG) - Page 1 of 5  
WPF DR 04.0400 Mandatory (6/2008) - RCW 26.09.030; .040; .070 (3)

**ROBERT K. RICKETTS**  
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Attorney at Law  
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**ORIGINAL**

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**II. Basis**

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

**III. Decree**

**It Is Decreed that:**

**3.1 Status of the Marriage**

The marriage of the parties is dissolved.

**3.2 Property to be Awarded the Husband**

The husband is awarded as his separate property the following property:

- 1. Any and all interest in Troutlodge Holdings LLC and Troutlodge Real Estate LLC;
- 2. Real property located at 10316 80<sup>th</sup> Ave NW, Gig Harbor, WA and legally described as follows:
- 3. Section 35 Township 22 Range 01 Quarter 31: L 1 S P 90-09-10-0439 FORMERLY POR L 1 S P 74-29 EXC N 30 FT FOR ADDL RW 104<sup>TH</sup> ST NW CYD TO P CO Q766168 EASE OF REC OUT OF 7-001 SEG C1070MD 10/23/91BO  
Parcel Number: 0122357047
- 4. 1993 Arima 19' Hardtop - boat;
- 5. \$41,431 from the Edward Jones account;
- 6. All Personal Property and Home Furnishings in his Possession.

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

The wife is awarded as her separate property the following property:

- 1. The wife is awarded a transfer payment from the husband in the amount of \$185,797 to be paid within five (5) years. This payment shall be secured by a Deed of Trust on the residence, with interest at four (4) percent. The Petitioner may make as transfer payment money funds from his 401K/IRA accounts; *at her option.*
- 2. \$80,503 from the Edward Jones Account;
- 3. Putnam Retirement Account;
- 4. ~~Trust Company Laser Vision;~~
- 5. Cash Trust Company (TL Div);

Decree (DCD) (DCLGSP) (DCINMG) - Page 2 of 5  
WPF DR 04.0400 Mandatory (6/2008) - RCW 26.09.030; .040; .070 (3)

**ROBERT K. RICKETTS**  
WSB #13871  
Attorney at Law  
8849 Pacific Avenue  
Tacoma, Washington 98444  
253.535.2211

6. 2001 Ford Expedition;
7. 1992 Ford Explorer;
8. All Personal Property and Home Furnishings in her Possession.

### 3.4 Liabilities to be Paid by the Husband

The husband shall pay the following community or separate liabilities:

<u>Creditor</u>	<u>Amount</u>
1. Chase	\$225,000
2. BECU	\$ 89,500
3. American Express	\$ 17,500
4. Bank of America Visa	\$ 9,610
5. Wife's Bank of America Visa	\$ 22,207
6. Officer Loan – TL (for acquisition)	\$ 58,000
7. Parents Portion – FAFSA	\$ 54,800
8. Kelly LeBlanc (GAL)	\$ 5,591
9. Mediation	\$ 3,200
10. NW School	\$ 1,950
11. Transfer payment to wife	* See 3.15 below

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

### 3.5 Liabilities to be Paid by the Wife

The wife shall pay the following community or separate liabilities:

1. Jeffrey Robinson, Attorney at Law;
2. Leslie Bottimore, Attorney at Law; and
3. Nonette G. Hanko.

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

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and costs incurred in defending against any attempts to collect an obligation of the other party.

**3.7 Maintenance**

*Handwritten marks*

The husband shall pay \$3,500.00 maintenance. Maintenance shall be paid monthly as follows: from January through June of each year husband shall pay \$2500 per month as spousal maintenance. From July through December of each year husband shall pay \$4500 per month as spousal maintenance. The first maintenance payment shall be due on June 21, 2012.

Payments shall be made directly to the other spouse and shall be paid until wife reaches age 66, death, or remarriage.

*Handwritten notes:* *Wife. Payments through support (no 1577).*

**3.8 Continuing Restraining Order**  
Does not apply.

**3.9 Protection Order**

Does not apply.

**3.10 Jurisdiction Over the Children**

The court has jurisdiction over the children as set forth in the Findings of Fact and conclusions of Law.

**3.11 Parenting Plan**

The parties shall comply with the Parenting Plan signed by the court on 06/10/2011. The Parenting Plan signed by the court is approved and incorporated as part of this decree.

**3.12 Child Support**

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

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

The court does not order payment of attorney fees. Each party to pay their own fees.

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**3.14 Name Changes**

Does not apply.

**3.15 Other**

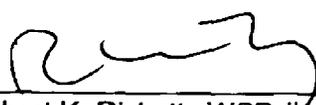
The Petitioner may make as transfer payment to the wife funds from his Troutlodge 401K/IRA accounts. Payment by transfer of IRA or by lien on residence will be at her option, not his. The Court reserves jurisdiction to enter any orders to facilitate transfer if necessary.

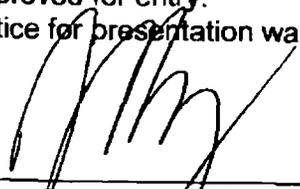
Dated: 6-5-12

  
\_\_\_\_\_  
Judge James R. Orlando

Presented by:

Approved for entry:  
Notice for presentation waived:





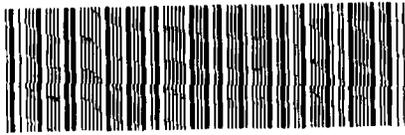
\_\_\_\_\_  
Robert K. Ricketts WSB #13871  
Attorney for Petitioner

\_\_\_\_\_  
Jason Benjamin WSB #25133  
Attorney for Respondent



**ROBERT K. RICKETTS**  
WSB #13871  
Attorney at Law  
8849 Pacific Avenue  
Tacoma, Washington 98444  
253.535.2211

## APPENDIX D



10-3-00130-1 39193481 AMDC 09-17-12



**SUPERIOR COURT OF WASHINGTON COUNTY OF PIERCE**

In re the Marriage of:

**JAMES PARSONS,**

Petitioner,

v.

**BOBETTE PARSONS,**

Respondent.

No. 10-3-00130-1

**Amendment to Decree of Dissolution  
nunc pro tunc (DCD)**

THIS MATTER having come on regularly for hearing before the Court, the Petitioner appearing by and through his attorney, Robert K. Ricketts, and the Respondent appearing by and through her attorney, Jason Benjamin, the Court having reviewed the records and files herein, having heard counsel and deeming itself fully advised in the premises, now, therefore, it is hereby

**ORDERED, ADJUDGED AND DECREED**

That those specific portions below of the Decree of Dissolution entered the 5th of June, 2012, are hereby amended, nunc pro tunc.

**3.2 Property to be Awarded the Husband**

The husband is awarded as his separate property the following property:

- 5. \$41,431 from the Edward Jones Account;

*Is amended to:*

The husband is awarded as his separate property the following property:

- 5. \$41,431 from the Putnam Retirement Account;

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

The wife is awarded as her separate property the following property:

- 2. \$80,503 from the Edward Jones Account;
- 3. Putnam Retirement Account;

*Is amended to:*

The wife is awarded as her separate property the following property:

- 2. Edward Jones Account; *(\$80,503) s/wie 6/5/12*
  - 3. \$80,503 from the Putnam Retirement Account; *and any growth attributed to that amount, non inclusive of any contributions made by husband or loan repayments made by husband, which shall*
- ORDERED, ADJUDGED AND DECREED** *made by husband or loan repayments made by husband, which shall*  
 All other terms and conditions of the Decree of Dissolution, not specifically amended

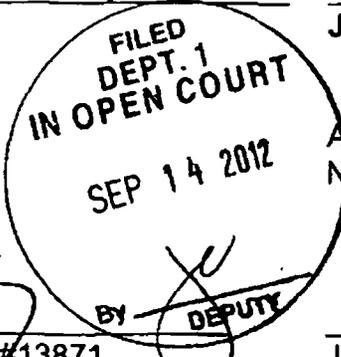
herein, remain in full force and effect and are not affected by this Order.

*\* be awarded/credited to him. husband authorizes wife to speak directly with Putnam.*

Dated: 9-14-12

*[Signature]*  
Judge James R. Orlando

Presented by:

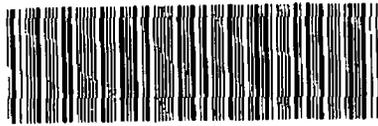


Approved for entry:  
Notice for presentation waived:

*[Signature]*  
Robert K. Ricketts WSB #13871  
Attorney for Petitioner

*[Signature]*  
Jason Benjamin WSB #25133  
Attorney for Respondent

## **APPENDIX E**



10-3-00130-1 38640837 ORSW 06-06-12

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FILED  
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IN OPEN COURT  
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By  DEPUTY

**SUPERIOR COURT OF WASHINGTON  
COUNTY OF PIERCE**

In re the Marriage of:

**JAMES E. PARSONS,**

*Petitioner,*

and

**BOBETTE C. PARSONS,**

*Respondent.*

**NO. 10-3-00130-1**

**ORDER OF CHILD SUPPORT  
Final Order (ORS)**

**Clerk's Action Required**

**I. Judgment Summary**

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

*Does not apply.*

**1.2 Judgment Summary for Medical Support**

*Does not apply.*

**II. Basis**

**2.1 Type of Proceeding**

This order is entered under a petition for dissolution of marriage or domestic partnership, legal separation, or declaration concerning validity:

*decree of dissolution.*

*Order of Child Support (TMORS, ORS) - Page 1 of 10  
WPF DR 01.0500 Mandatory (12/2009) - RCW 26.09.175; 26.26.132*

**ROBERT K. RICKETTS**  
WSB #13871  
Attorney at Law  
8849 Pacific Avenue  
Tacoma, Washington 98444  
253.535.2211

**ORIGINAL**

1 **2.2 Child Support Worksheet**

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

5 **III. Findings and Order**

6 **It Is Ordered:**

7 **3.1 Child for Whom Support is Required**

<u>Name</u>	<u>Age</u>
Stephanie Parsons	16

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10  
11 **3.2 Person Paying Support (Obligor)**

12 Name: James E. Parsons  
13 Birth date: 11/26/1955  
14 Service Address: 10316 80<sup>th</sup> Ave NW  
15 Gig Harbor, WA 98332

16 ***The Obligor Parent Must Immediately File With the Court and the Washington  
17 State Child Support Registry, and Update as Necessary, the Confidential  
18 Information Form Required by RCW 26.23.050.***

19 ***The Obligor Parent Shall Update the Information Required by Paragraph 3.2  
20 Promptly After any Change in the Information. The Duty to Update the  
21 Information Continues as long as any Support Debt Remains due Under This  
22 Order.***

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

25 A. Actual Monthly Net Income: \$11,093.82

26 **3.3 Person Receiving Support (Obligee)**

27 Name: Bobette C. Parsons  
28 Birth date: 01/25/1956  
29 Service Address: PO Box 485  
Hilo, HI 96721

Order of Child Support (TMORS, ORS) - Page 2 of 10  
WPF DR 01.0500 Mandatory (12/2009) - RCW 26.09.175; 26.26.132

**ROBERT K. RICKETTS**  
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**The Oblige Must Immediately File With the Court and the Washington State Child Support Registry and Update as Necessary the Confidential Information Form Required by RCW 26.23.050.**

**The Oblige Shall Update the Information Required by Paragraph 3.3 Promptly After any Change in the Information. The Duty to Update the Information Continues as Long as any Monthly Support Remains Due or any Unpaid Support Debt Remains Due Under This Order.**

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

A. Actual monthly Net Income: \$6,618.31

**3.4 Service of Process**

**Service of Process on the Obligor at the Address Required by Paragraph 3.2 or any Updated Address, or on the Oblige at the Address Required by Paragraph 3.3 or any Updated Address, may Be Allowed or Accepted as Adequate in any Proceeding to Establish, Enforce or Modify a Child Support Order Between the Parties by Delivery of Written Notice to the Obligor or Oblige at the Last Address Provided.**

**3.5 Transfer Payment**

The obligor parent shall pay the following amounts per month for the following child:

<u>Name</u>	<u>Amount</u>
Stephanie Parsons	\$1,154.34
<b>Total Monthly Transfer Amount</b>	<b>\$1,154.34</b>

**The Obligor Parent's Privileges to Obtain or Maintain a License, Certificate, Registration, Permit, Approval, or Other Similar Document Issued by a Licensing Entity Evidencing Admission to or Granting Authority to Engage in a Profession, Occupation, Business, Industry, Recreational Pursuit, or the Operation of a Motor Vehicle may Be Denied or may Be Suspended if the Obligor Parent is not in Compliance With This Support Order as Provided in Chapter 74.20A Revised Code of Washington.**

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**3.6 Standard Calculation**

\$1,154.34 per month. (See Worksheet line 17.)

**3.7 Reasons for Deviation From Standard Calculation**

The child support amount ordered in paragraph 3.5 does not deviate from the standard calculation.

**3.8 Reasons why Request for Deviation Was Denied**

A deviation was not requested.

**3.9 Starting Date and Day to Be Paid**

Starting Date: July 1, 2012  
Day(s) of the month support is due: ½ by the 5<sup>th</sup> and ½ by the 20<sup>th</sup>

**3.10 Incremental Payments**

Does not apply.

**3.11 Making Support Payments**

Select Enforcement and Collection, Payment Services Only, or Direct Payment:

Direct Payment: Support payments shall be made directly to:

Name Bobette Parsons  
Mailing Address PO Box 485  
Hilo, HI 96721

\*To be made by electronic deposit

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

Any time the Division of Child Support is providing support enforcement services under RCW 26.23.045, or if a party is applying for support enforcement services by signing the application form on the bottom of the support order, the receiving parent might be required to submit an accounting of how the support, including any cash

*Order of Child Support (TMORS, ORS) - Page 4 of 10  
WPF DR 01.0500 Mandatory (12/2009) - RCW 26.09.175; 26.26.132*

**ROBERT K. RICKETTS**  
WSB #13871  
Attorney at Law  
8849 Pacific Avenue  
Tacoma, Washington 98444  
253.535.2211

1 medical support, is being spent to benefit the child(ren).

2 **3.12 Wage Withholding Action**

3 Withholding action may be taken against wages, earnings, assets, or benefits, and  
4 liens enforced against real and personal property under the child support statutes of  
5 this or any other state, without further notice to the obligor parent at any time after  
6 entry of this order unless an alternative provision is made below:

7 [If the court orders immediate wage withholding in a case where Division of Child  
8 Support does not provide support enforcement services, a mandatory wage  
9 assignment under Chapter 26.18 RCW must be entered and support payments must  
10 be made to the Support Registry.]

11 Wage withholding, by notice of payroll deduction or other income withholding action  
12 under Chapter 26.18 RCW or Chapter 74.20A RCW, without further notice to the  
13 obligor, is delayed until a payment is past due, because the parties have reached a  
14 written agreement that the court approves that provides for an alternate arrangement.

15 **3.13 Termination of Support**

16 Support shall be paid until the child reaches the age of 18 or as long as the child  
17 remains enrolled in high school, whichever occurs last, except as otherwise provided  
18 below in Paragraph 3.14.

19 **3.14 Post Secondary Educational Support**

20 The right to petition for post-secondary support is reserved, provided that the right is  
21 exercised before support terminates as set forth in paragraph 3.13.

22 **3.15 Payment for Expenses not Included in the Transfer Payment**

23 The mother shall pay 37% and the father 63% (each parent's proportional share of  
24 income from the Child Support Schedule Worksheet, line 6 of the following expenses  
25 incurred on behalf of the child listed in Paragraph 3.1.)

26 educational expenses.

27 long distance transportation expenses.

28 Payments shall be made to the provider of the service.

29 **3.16 Periodic Adjustment**

Does not apply.

Order of Child Support (TMORS, ORS) - Page 5 of 10  
WPF DR 01.0500 Mandatory (12/2009) - RCW 26.09.175; 26.26.132

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**3.17 Income Tax Exemptions**

Tax exemptions for the child shall be allocated as follows:

To the father in even years and the mother in odd years.

The parents shall sign the federal income tax dependency exemption waiver.

**3.18 Medical Support – Health Insurance**

Each parent shall provide health insurance coverage for the child listed in paragraph 3.1, as follows:

**3.18.1 Health Insurance (either check box A(1), or check box A(2) and complete sections B and C. Section D applies in all cases.)**

**A. Evidence**

(2) There is sufficient evidence for the court to determine which parent must provide coverage and which parent must contribute a sum certain. Fill in B and C below.

**B. Findings about insurance:**

The court makes the following findings:

Mother	Father	Check at least one of the following findings for each parent.
XX		Insurance coverage for the child(ren) is available <u>and</u> accessible to this parent at \$ _____ cost (child(ren)'s portion of the premium, only).
	XX	Insurance coverage for the child(ren) is available <u>and</u> accessible to this parent at \$ _____ cost (child(ren)'s portion of the premium, only).
[ ]		Insurance coverage for the child(ren) is available <u>but not</u> accessible to this parent at \$ _____ cost (child(ren)'s portion of the premium, only).
	[ ]	Insurance coverage for the child(ren) is available <u>but not</u> accessible to this parent at \$ _____ cost (child(ren)'s portion of the premium, only).

1	<input type="checkbox"/>		Neither parent has available or accessible insurance through an employer or union; but this parent is able to provide private coverage at a cost not to exceed 25% of this parent's basic support obligation.
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4		<input type="checkbox"/>	Neither parent has available or accessible insurance through an employer or union; but this parent is able to provide private coverage at a cost not to exceed 25% of this parent's basic support obligation.
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8	<input type="checkbox"/>	<input type="checkbox"/>	(Check only one parent) Both parties have available and accessible coverage for the child(ren). The court finds that this parent has better coverage considering the needs of the child(ren), the cost and extent of each parent's coverage, and the accessibility of the coverage.
9			
10			
11			
12	<input type="checkbox"/>	<input type="checkbox"/>	Other:

C. Parties' obligations:

The court makes the following orders:

Mother	Father	Check at least one of the following options for each parent.
XX	<input type="checkbox"/>	This parent shall provide health insurance coverage for the children that is available through <b>employment or is union-related</b> as long as the cost of such coverage <u>does not exceed</u> 25% of this parent's basic support obligation.
<input type="checkbox"/>	XX	This parent shall provide health insurance coverage for the child(ren) that is available through <b>employment or is union-related</b> even though the cost of such coverage <u>exceeds</u> 25% of this parent's basic support obligation. It is in the best interests of the child(ren) to provide such coverage despite the cost <b>because</b> :

1	<input type="checkbox"/>	<input type="checkbox"/>	This parent shall provide <b>private health insurance</b> coverage for the child(ren) as long as the cost of such coverage <b>does not exceed</b> 25% of this parent's basic support obligation.
2	<input type="checkbox"/>	<input type="checkbox"/>	
3	<input type="checkbox"/>	<input type="checkbox"/>	This parent shall provide <b>private health insurance</b> coverage for the child(ren) even though the cost of such coverage <b>exceeds</b> 25% of this parent's basic support obligation. It is in the best interests of the child(ren) to provide such coverage despite the cost <b>because:</b>
4	<input type="checkbox"/>	<input type="checkbox"/>	
5	<input type="checkbox"/>	<input type="checkbox"/>	
6	<input type="checkbox"/>	<input type="checkbox"/>	
7	<input type="checkbox"/>	<input type="checkbox"/>	
8	<input type="checkbox"/>	<input type="checkbox"/>	
9	<input type="checkbox"/>	<input type="checkbox"/>	This parent shall pay \$ _____ towards the health insurance premium being paid by the other parent. This amount is this parent's proportionate share of the premium or 25% of this parent's basic support obligation, <b>whichever is less.</b> This payment is only required if this parent is not providing insurance as described above.
10	<input type="checkbox"/>	<input type="checkbox"/>	
11	<input type="checkbox"/>	<input type="checkbox"/>	
12	<input type="checkbox"/>	<input type="checkbox"/>	
13	<input type="checkbox"/>	<input type="checkbox"/>	
14	<input type="checkbox"/>	<input type="checkbox"/>	This parent's contribution to the health insurance premium is calculated in the Worksheet and included in the transfer payment.
15	<input type="checkbox"/>	<input type="checkbox"/>	
16	<input type="checkbox"/>	<input type="checkbox"/>	
17	<input type="checkbox"/>	<input type="checkbox"/>	This parent shall be <b>excused</b> from the responsibility to provide health insurance coverage and from the responsibility to provide monthly payment towards the premium <b>because:</b>
18	<input type="checkbox"/>	<input type="checkbox"/>	
19	<input type="checkbox"/>	<input type="checkbox"/>	
20	<input type="checkbox"/>	<input type="checkbox"/>	

D. Both parties' obligation:

If the child is receiving state financed medical coverage, the Division of Child Support may enforce the responsible parent's monthly premium.

The parents shall maintain health insurance coverage, if available for the child listed in paragraph 3.1, until further order of the court or until health insurance is no longer available through the parents' employer or union and no conversion privileges exist to continue coverage following termination of employment.

A parent who is required under this order to provide health insurance coverage is liable for any covered health care costs for which that parent receives direct

1 payment from an insurer.

2 A parent who is required under this order to provide health insurance coverage  
3 shall provide proof that such coverage is available or not available within 20  
4 days of the entry of this order to the other parent or the Washington State  
5 Support Registry if the parent has been notified or ordered to make payments  
6 to the Washington State Support Registry.

7 If proof that health insurance coverage is available or not available is not  
8 provided within 20 days, the parent seeking enforcement or the Department of  
9 Social and Health Services may seek direct enforcement of the coverage  
10 through the other parent's employer or union without further notice to the other  
11 parent as provided under Chapter 26.18 RCW.

### 12 3.18.2 Change of Circumstances and Enforcement

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

15 If the parents' circumstances change, or if the court has not specified how medical  
16 support shall be provided, the parents' medical support obligations will be enforced as  
17 provided in  
18 RCW 26.18.170. If a parent does not provide proof of accessible coverage for the  
19 children through private insurance, a parent may be required to satisfy his or her  
20 medical support obligation by doing one of the following, listed in order of priority:

- 21 1) Providing or maintaining health insurance coverage through the parent's  
22 employment or union at a cost not to exceed 25% of that parent's basic support  
23 obligation;
- 24 2) Contributing the parent's proportionate share of a monthly premium being paid  
25 by the other parent for health insurance coverage for the children listed in  
26 paragraph 3.1 of this order, not to exceed 25% of the obligated parent's basic  
27 support obligation; or
- 28 3) Contributing the parent's proportionate share of a monthly premium paid by the  
29 state if the child receives state-financed medical coverage through DSHS under  
RCW 74.09 for which there is an assignment.

A parent seeking to enforce the obligation to provide health insurance coverage may  
apply for support enforcement services from the Division of Child Support; file a  
motion for contempt (use form WPF DRPSCU 05.0100, Motion/Declaration for an  
Order to Show Cause re Contempt); or file a petition.

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**3.19 Uninsured Medical Expenses**

Both parents have an obligation to pay their share of uninsured medical expenses.

The mother shall pay 37% of uninsured medical expenses (unless stated otherwise, the petitioner's proportional share of income from the Worksheet, line 6) and the father shall pay 63% of uninsured medical expenses (unless stated otherwise, the respondent's proportional share of income from the Worksheet, line 6).

**3.20 Back Child Support**

No back child support is owed.

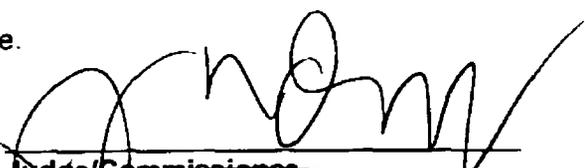
No back interest is owed.

**3.21 Past Due Unpaid Medical Support**

Unpaid medical support that may be owed is not affected by this order. The parties agree to arbitrate any issues of unpaid medical expenses.

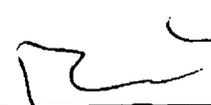
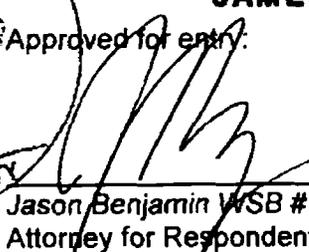
**3.22 Other Unpaid Obligations**

No other obligations are owed at this time.

Dated: 6-5-12  ~~Judge/Commissioner~~

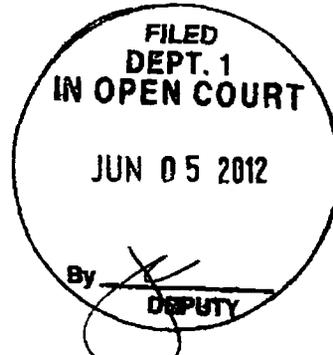
FILED  
DEPT. 1  
IN OPEN COURT  
JUN 05 2012  
CLERK  
DEPUTY

**JAMES ORLANDO**

Presented by:   Approved for entry:

Robert K. Ricketts WSB #13871  
Attorney for Petitioner

Jason Benjamin WSB # 25133  
Attorney for Respondent



### Washington State Child Support Schedule Worksheets

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

**Mother** Bobette Parsons  
 County PIERCE

**Father** James Parsons  
 Case No. 10-3-00130-1

Child(ren) and Age(s): Stephanie Parsons, 16			
Part I: Income (see Instructions, page 6)			
	Father	Mother	
<b>1. Gross Monthly Income</b>			
a. Wages and Salaries	\$18500.00	\$4,504.90	
b. Interest and Dividend Income	-	-	
c. Business Income	-	-	
d. Maintenance Received	-	\$3,500.00	
e. Other Income	-	-	
f. Imputed Income	-	-	
g. Total Gross Monthly Income (add lines 1a through 1f)	\$18500.00	\$8,004.90	
<b>2. Monthly Deductions from Gross Income</b>			
a. Income Taxes (Federal and State) Tax Year: Manual	\$3,270.08	\$1,132.06	
b. FICA (Soc. Sec. + Medicare)/Self-Employment Taxes	\$636.10	\$254.53	
c. State Industrial Insurance Deductions	-	-	
d. Mandatory Union/Professional Dues	-	-	
e. Mandatory Pension Plan Payments	-	-	
f. Voluntary Retirement Contributions	-	-	
g. Maintenance Paid	\$3,500.00	-	
h. Normal Business Expenses	-	-	
i. Total Deductions from Gross Income (add lines 2a through 2h)	\$7,406.18	\$1,386.59	
<b>3. Monthly Net Income (line 1g minus 2i)</b>	\$11,093.82	\$6,618.31	
<b>4. Combined Monthly Net Income (line 3 amounts combined)</b>		\$17,712.13	
<b>5. Basic Child Support Obligation (Combined amounts →)</b>			
Stephanie Parsons \$1844.00		\$1,844.00	
-			
-			
-			
<b>6. Proportional Share of Income (each parent's net income from line 3 divided by line 4)</b>			
	.626	.374	

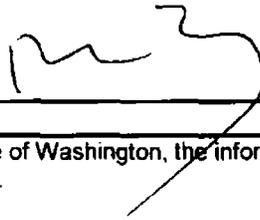
<b>Part II: Basic Child Support Obligation</b> (see Instructions, page 7)			
7. Each Parent's Basic Child Support Obligation without consideration of low income limitations (Each parent's Line 6 times Line 5.)		\$1,154.34	\$689.66
8. Calculating low income limitations: Fill in only those that apply.			
Self-Support Reserve: (125% of the Federal Poverty Guideline.)		\$1,164.00	
a. Is combined Net Income Less Than \$1,000? If yes, for each parent enter the presumptive \$50 per child.		-	-
b. Is Monthly Net Income Less Than Self-Support Reserve? If yes, for that parent enter the presumptive \$50 per child.		-	-
c. Is Monthly Net Income Greater Than Self-Support Reserve? If yes, for each parent subtract the self-support reserve from line 3. If that amount is less than line 7, then enter that amount or the presumptive \$50 per child, whichever is greater.		-	-
9. Each parent's basic child support obligation after calculating applicable limitations. For each parent, enter the lowest amount from line 7, 8a - 8c, but not less than the presumptive \$50 per child.		\$1,154.34	\$689.66
<b>Part III: Health Care, Day Care, and Special Child Rearing Expenses</b> (see Instructions, page 8)			
10. Health Care Expenses		<b>Father</b>	<b>Mother</b>
a. Monthly Health Insurance Paid for Child(ren)		-	-
b. Uninsured Monthly Health Care Expenses Paid for Child(ren)		-	-
c. Total Monthly Health Care Expenses (line 10a plus line 10b)		-	-
d. Combined Monthly Health Care Expenses (line 10c amounts combined)			
11. Day Care and Special Expenses			
a. Day Care Expenses		-	-
b. Education Expenses		-	-
c. Long Distance Transportation Expenses		-	-
d. Other Special Expenses (describe)			
		-	-
		-	-
		-	-
e. Total Day Care and Special Expenses (Add lines 11a through 11d)		-	-
12. Combined Monthly Total Day Care and Special Expenses (line 11e amounts Combined)			
13. Total Health Care, Day Care, and Special Expenses (line 10d plus line 12)			
14. Each Parent's Obligation for Health Care, Day Care, and Special Expenses (multiply each number on line 6 by line 13)		-	-
<b>Part IV: Gross Child Support Obligation</b>			
15. Gross Child Support Obligation (line 9 plus line 14)		\$1,154.34	\$689.66
<b>Part V: Child Support Credits</b> (see Instructions, page 9)			
16. Child Support Credits			
a. Monthly Health Care Expenses Credit		-	-
b. Day Care and Special Expenses Credit		-	-

c. Other Ordinary Expenses Credit (describe)	-	-
d. Total Support Credits (add lines 16a through 16c)	-	-
<b>Part VI: Standard Calculation/Presumptive Transfer Payment (see Instructions, page 9)</b>		
17. Standard Calculation (line 15 minus line 16d or \$50 per child whichever is greater)	<b>\$1,154.34</b>	<b>\$689.66</b>
<b>Part VII: Additional Informational Calculations</b>		
18. 45% of each parent's net income from line 3 (.45 x amount from line 3 for each parent)	<b>\$4,992.22</b>	<b>\$2,978.24</b>
19. 25% of each parent's basic support obligation from line 9 (.25 x amount from line 9 for each parent)	<b>\$288.58</b>	<b>\$172.42</b>
<b>Part VIII: Additional Factors for Consideration (see Instructions, page 9)</b>		
20. Household Assets (List the estimated value of all major household assets.)	Father's Household	Mother's Household
a. Real Estate	-	-
b. Investments	-	-
c. Vehicles and Boats	-	-
d. Bank Accounts and Cash	<b>\$15.00</b>	-
e. Retirement Accounts	-	-
f. Other: (describe)	-	-
	-	-
	-	-
21. Household Debt (List liens against household assets, extraordinary debt.)		
a.	-	-
b.	-	-
c.	-	-
d.	-	-
e.	-	-
f.	-	-
22. Other Household Income		
a. Income Of Current Spouse or Domestic Partner (if not the other parent of this action)		
Name	-	-
Name	-	-
b. Income Of Other Adults in Household		
Name	-	-
Name	-	-
c. Gross Income from overtime or from second jobs the party is asking the court to exclude per Instructions, page 8	-	-
d. Income Of Child(ren) (if considered extraordinary)		
Name	-	-
Name	-	-

e. Income From Child Support			
Name		-	-
Name		-	-
f. Income From Assistance Programs			
Program		-	-
Program		-	-
g. Other Income (describe)			
		-	-
		-	-
23. Non-Recurring Income (describe)			
		-	-
		-	-
24. Child Support Owed, Monthly, for Biological or Legal Child(ren)		Father's Household	Mother's Household
Name/age:	Paid <input type="checkbox"/> Yes <input type="checkbox"/> No	-	-
Name/age:	Paid <input type="checkbox"/> Yes <input type="checkbox"/> No	-	-
Name/age:	Paid <input type="checkbox"/> Yes <input type="checkbox"/> No	-	-
25. Other Child(ren) Living In Each Household (First name(s) and age(s))			
26. Other Factors For Consideration			
Mother's income is calculated using her annual salary of \$54,059.20 and claiming HH 2.			
Father's income is calculated using his 2011 income of \$222,000 and actual taxes paid in 2011.			

Other Factors For Consideration (continued) (attach additional pages as necessary)

FILED  
DEPT. 1  
IN OPEN COURT  
JUN 05 2012  
BY  DEPUTY



**Signature and Dates**

I declare, under penalty of perjury under the laws of the State of Washington, the information contained in these Worksheets is complete, true, and correct.

Mother's Signature

Father's Signature

Date

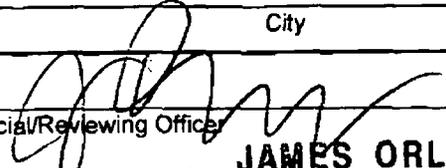
City

Date

City

Judicial/Reviewing Officer

Date

  
**JAMES ORLANDO**  
Worksheet certified by the State of Washington Administrative Office of the Courts.  
Photocopying of the worksheet is permitted.

# BENJAMIN & HEALY PLLC

**March 29, 2013 - 4:16 PM**

## Transmittal Letter

Document Uploaded: 438224-Appellant's Brief.pdf

Case Name: Parsons vs. Parsons

Court of Appeals Case Number: 43822-4

**Is this a Personal Restraint Petition?** Yes  No

### The document being Filed is:

Designation of Clerk's Papers                      Supplemental Designation of Clerk's Papers

Statement of Arrangements

Motion: \_\_\_\_

Answer/Reply to Motion: \_\_\_\_

Brief: Appellant's

Statement of Additional Authorities

Cost Bill

Objection to Cost Bill

Affidavit

Letter

Copy of Verbatim Report of Proceedings - No. of Volumes: \_\_\_\_

Hearing Date(s): \_\_\_\_\_

Personal Restraint Petition (PRP)

Response to Personal Restraint Petition

Reply to Response to Personal Restraint Petition

Petition for Review (PRV)

Other: \_\_\_\_\_

### Comments:

No Comments were entered.

Sender Name: Dian Rogers - Email: **melissa@attorneys253.com**

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