

NO. 48759-4-II

COURT OF APPEALS, DIVISION II
OF THE STATE OF WASHINGTON

KAYLA VALLEE

Respondent,

v.

DUANE MOORE

Appellant.

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Respondent's Brief

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I. STATEMENT OF THE CASE

The parties met at the end of 2011 and moved in together in 2012. (RP 7, line 8). The child in this case was born December 11, 2013, while the couple was still living together. (RP 144, line 4; RP 8, line 8). In March, 2014, Mr. Moore moved into his own apartment although the parties continued to date. (RP 8, line 4). During that time, the child resided primarily with Ms. Vallee and when he was with Mr. Moore, Ms. Vallee was often present. (*Id.*, line 11). The parties separated in March of 2015. (*Id.*, line 5).

Procedure

Ms. Vallee filed for a protection order for her and the child under case number 15-2-01440-0 on May 6, 2015. Two days later, Mr. Moore filed for an Order of Protection under case number 15-2-01467-1. On May 8, 2015, Ms. Vallee filed a Petition to Establish a Parenting Plan. At an ex parte hearing, the court set a temporary visitation schedule until the return hearing June 11, 2015. At a hearing on temporary order on June 11, 2015, a support order and parenting plan was entered. On July 2, 2015, a motion for revision was denied in part and amended in part. This motion was heard by Judge Chuschoff. A motion for order to show cause was granted for contempt and a hearing set for October 2, 2015. The trial presided over by

Judge Chuschoff was held on January 14 and January 19, 2016. Mr. Moore timely filed a motion for reconsideration, which was denied. Mr. Moore filed a motion for Expenditure of Public Funds and reconsideration, which were both denied, and a Motion to Stay Trial Court's Order, which was denied. His Motion to Supplement the Record was granted.

II. STANDARD OF REVIEW

The appellate court reviews the trial court's rulings on residential provisions in a parenting plan for an abuse of discretion. *Parentage of Schroeder*, 106 Wn.App. 343, 349 (Div. 2 2001). The standard of review for each alleged error will be outlined as necessary below in the Argument section.

Verbatim Report of Proceedings Volume I is attached as Appendix 1

III. ARGUMENT

Mr. Moore asserts a variety of errors, which will be referred to by his numbering system.

Mr. Moore Error #1: “The trial court erred when it made gross errors by merging information from another family law case with Mr. Moore’s family law case.”

Ms. Vallee’s response: No evidence exists that could infer the judge “merged” two cases, thereby accidentally formulating a parenting plan for another case rather than considering the evidence on the record.

Both parties and the trial court agree the final order of child support included the wrong birthdates of the parties in this case. (CP 118). Mr. Moore filed a motion for reconsideration and the court found it incorrectly stated the birthdates and amended the Order of Child Support to reflect the incorrect dates. (*Id.*). No other changes were made to the Order of Child Support, including Mr. Moore’s request for a deviation. (CP 134 to CP 148). The Parenting Plan the court signed at trial included every other weekend as visitation for the child. (CP 78 to CP 87).

Mr. Moore’s argument that the court does not use “boilerplates” in such crucial forms is without merit. (Appellant’s Argument, page 7). Parenting Plans and Orders of Child Support used in the state of Washington are mandatory forms the court and all parties must use to spell out specific visitation schedules pertaining to each case. (Appendix 2).

FORM OF PLEADINGS...(d) Format Requirements. ...
(4) Mandatory Forms. The Washington State Mandatory Forms shall be used except where a mandatory form is designated "optional," and local forms have been promulgated by the Court or no mandatory form exists for the particular matter. ... State forms may be obtained by accessing: www.courts.wa.gov/forms.

Pierce County Local Rule 10(d)(4)

The suggestions and conspiracy theories posed by Mr. Moore are without merit. The similarities in the two cases are: Mr. Moore and Mr. Jensen have the same first name (although spelled differently), children were involved, and a parenting plan and child support order were required in both cases. In reality, these cases could not be more different. One case is a dissolution of marriage and the other case is a parentage action. One case is for one 2 to year to old child and the other case is for four children ages 6, 8, 12, and 15, making an "under school age" designation necessary in this case and not in the other case. In this case Mr. Moore was the respondent and in the other case Mr. Jensen was the petitioner. In addition to the differences in types of cases and number and ages of the children, in the two parenting plans Mr. Moore compares, the winter vacation schedule, other school breaks schedule, holiday schedule, and special occasion schedules are all different. Even if they were exactly the same parenting plans, the court has the discretion to order parenting plans that may end up nearly identical or

identical to another parenting plan as long as the evidence on the record supports it.

Mr. Moore Error #2: “The trial court erred when it abused its discretion by not properly applying the ‘Childs Best Interest’ laws within RCW (Revised Code of Washington) § 26.09.002.”

- a. Mr. Moore argues the trial court abused its discretion when it reduced the child’s time from what he testified that it was during the previous 16 months and claims it should not have been decreased because he was the primary parent.
- b. Mr. Moore argues the trial court abused its discretion when it reduced the child’s time to less than what is was under the temporary order.
- c. Mr. Moore argues the court abused its discretion when it violated RCW § 26.09.002 by formulating a parenting plan that was in contradiction to the child’s best interest by diminishing the child’s emotional grow, health, and stability.

Ms. Vallee’s response: The court is not mandated to follow any previous parenting plan or visitation schedule with either parent. It is only mandated to protect the best interests of the child. RCW § 26.09.002. The trial court has broad discretion to formulate a parenting plan that is in the best interests of the child.

AND

Mr. Moore Error #8: “The trial court erred when it failed to consider Mr. Moore’s position as the primary parenting of N.R.M.”

- a. Mr. Moore argues the trial court abused its discretion when it found Ms. Vallee should be the primary parent.

- b. Mr. Moore argues the trial court abused its discretion when it reduced the child's time with him to less than what is was under the temporary order.
- c. Mr. Moore argues the trial court abused its discretion because its findings were not supported by substantial evidence.

Ms. Vallee's response: The trial court has broad discretion to designate the primary parent in the case based on the evidence presented at trial. The trial court is not mandated to follow any previous parenting plan or visitation with either parent. RCW § 26.09.191(5).

AND

Mr. Moore Error #10: The trial court erred when it refused to address factors highly relevant within RCW 26.09.187 and assign a parenting plan accordingly.”

- a. Mr. Moore argues the trial court abused its discretion when it found Ms. Vallee should be the primary parent.
- b. Mr. Moore argues the trial court abused its discretion because it did not take into consideration the child's changes in behavior and personality.

Ms. Vallee's response: The trial court has the discretion to formulate a parenting plan based on the evidence submitted at trial.

The trial court considered all of the testimony at trial and formulated a parenting plan within its discretion.

The appellate court reviews the trial court's rulings on residential provisions in a parenting plan for an abuse of discretion. *Timmons v. Timmons*, 94 Wn.2d 594, 600 (1980). A trial court abuses its discretion only if its decision is

manifestly unreasonable or based on untenable grounds or untenable reasons. *Id.* A decision is manifestly unreasonable if, based on the facts and the applicable legal standard, the decision is outside the range of acceptable choices. *Id.* A decision is based on untenable grounds if the findings are not supported by the record. *Id.* Finally, a decision is based on untenable reasons if the court applies the wrong legal standard or the facts do not establish the legal requirements of the correct standard. *Id.* Because of the trial court's unique opportunity to observe the parties, the appellate court should be "extremely reluctant to disturb child placement dispositions." *Id.* In matters dealing with the best interests of children, a trial court enjoys the great advantage of personally observing the parties, and we are reluctant to disturb a custody disposition. *Id.*

The Commissioner designated Ms. Vallee as the primary parent at the hearing for temporary parenting plan and that designation was upheld at a revision hearing. (CP 51). However, it really does not matter who the primary parent was prior to the trial. The issue this Court must decide is whether the decision of the trial court was based on an error of law or not supported by evidence on the record. Mr. Moore does not argue the decision of the trial court was an error of law. He argues the trial court did not apply and memorialize sufficiently in its findings the residential provisions mandated in RCW § 26.09.187. The Revised Code of Washington § 26.09.187 sets out the criteria for establishing a parenting plan in the State of Washington in conjunction with RCW § 26.09.002:

(1) DISPUTE RESOLUTION PROCESS. The court shall not order a dispute resolution process, except court action, when it finds that any limiting factor under RCW 26.09.191 applies, or

when it finds that either parent is unable to afford the cost of the proposed dispute resolution process. If a dispute resolution process is not precluded or limited, then in designating such a process the court shall consider all relevant factors, including:

(a) Differences between the parents that would substantially inhibit their effective participation in any designated process;

(b) The parents' wishes or agreements and, if the parents have entered into agreements, whether the agreements were made knowingly and voluntarily; and

(c) Differences in the parents' financial circumstances that may affect their ability to participate fully in a given dispute resolution process.

(2) ALLOCATION OF DECISION to MAKING AUTHORITY.

(a) AGREEMENTS BETWEEN THE PARTIES. The court shall approve agreements of the parties allocating decision to making authority, or specifying rules in the areas listed in RCW 26.09.184(5)(a), when it finds that:

(i) The agreement is consistent with any limitations on a parent's decision to making authority mandated by RCW 26.09.191; and

(ii) The agreement is knowing and voluntary.

(b) SOLE DECISION to MAKING AUTHORITY. The court shall order sole decision to making to one parent when it finds that:

(i) A limitation on the other parent's decision to making authority is mandated by RCW 26.09.191;

(ii) Both parents are opposed to mutual decision making;

(iii) One parent is opposed to mutual decision making, and such opposition is reasonable based on the criteria in (c) of this subsection.

(c) MUTUAL DECISION to MAKING AUTHORITY. Except as provided in (a) and (b) of this subsection, the court shall consider the following criteria in allocating decision to making authority:

(i) The existence of a limitation under RCW 26.09.191;

(ii) The history of participation of each parent in decision making in each of the areas in RCW 26.09.184(5)(a);

(iii) Whether the parents have a demonstrated ability and desire to cooperate with one another in decision making in each of the areas in RCW 26.09.184(5)(a); and

(iv) The parents' geographic proximity to one another, to the extent that it affects their ability to make timely mutual decisions.

(3) RESIDENTIAL PROVISIONS.

(a) The court shall make residential provisions for each child which encourage each parent to maintain a loving, stable, and nurturing relationship with the child, consistent with the child's developmental level and the family's social and economic circumstances. The child's residential schedule shall be consistent with RCW 26.09.191. Where the limitations of RCW 26.09.191 are not dispositive of the child's residential schedule, the court shall consider the following factors:

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

(ii) The agreements of the parties, provided they were entered into knowingly and voluntarily;

(iii) Each parent's past and potential for future performance of parenting functions as defined in *RCW 26.09.004(3), including whether a parent has taken greater responsibility for performing parenting functions relating to the daily needs of the child;

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

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

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

(vii) Each parent's employment schedule, and shall make accommodations consistent with those schedules.

Factor (i) shall be given the greatest weight.

(b) Where the limitations of RCW 26.09.191 are not dispositive, the court may order that a child frequently alternate his or her residence between the households of the parents for brief and substantially equal intervals of time if such provision is in the best interests of the child. In determining whether such

an arrangement is in the best interests of the child, the court may consider the parties geographic proximity to the extent necessary to ensure the ability to share performance of the parenting functions.

(c) For any child, residential provisions may contain any reasonable terms or conditions that facilitate the orderly and meaningful exercise of residential time by a parent, including but not limited to requirements of reasonable notice when residential time will not occur.

RCW § 26.09.187

Parents have the responsibility to make decisions and perform other parental functions necessary for the care and growth of their minor children. In any proceeding between parents under this chapter, the best interests of the child shall be the standard by which the court determines and allocates the parties' parental responsibilities. The state recognizes the fundamental importance of the parent to child relationship to the welfare of the child, and that the relationship between the child and each parent should be fostered unless inconsistent with the child's best interests. Residential time and financial support are equally important components of parenting arrangements. The best interests of the child are served by a parenting arrangement that best maintains a child's emotional growth, health and stability, and physical care. Further, the best interest of the child is ordinarily served when the existing pattern of interaction between a parent and child is altered only to the extent necessitated by the changed relationship of the parents or as required to protect the child from physical, mental, or emotional harm.

RCW § 26.09.002

Mr. Moore seems to argue that he was the primary parent throughout the child's life; therefore, the trial court should have adopted his parenting plan.

Two orders regarding a temporary visitation schedule were ordered during this case. (CP 43 and CP 47). The trial court has the discretion to enter an order that did not mirror either order. “(5) In entering a permanent parenting plan, the court shall not draw any presumptions from the provisions of the temporary parenting plan.” RCW § 26.09.191(5).

The trial court had the discretion to adopt a parenting plan based on the testimony and circumstances of the parties and child at the time of trial and it was not mandated to not take into consideration the temporary ex parte restraining order or the temporary order.

At the time of the ex parte order and the hearing on temporary order, Ms. Vallee was working on weekends and her regular working hours were 7:00 p.m. to 3:00 or 5:00 a.m. (CP 26, line 24). At trial, Ms. Vallee testified that she was currently working Monday to Friday from 7:00 a.m. to 3:30 p.m. (CP 38, line 11). The court has the discretion to take into consideration testimony regarding the parents’ work schedule to determine a parenting plan that is in the best interests of the child.

The trial court, after two days of testimony, determined the parenting plan it entered was in the child’s best interest. (CP 78 to CP 87). At the end of trial, the court gave a brief oral indication that it would consider the record and make a decision: “I’m not going to tell you exactly what I’m going to do here. I’m going to look through all of these records.” (RP 268,

line 1). “It does strike me that the fact that you guys can’t hardly talk to each other; you, nevertheless, have managed to have almost a split custody arrangement for a fairly long period of time...I tend to agree with those other aspects and the things that Ms. Malsam said, which is a straightforward fairly simple Parenting Plan may be best, but it may not be the Parenting Plan that she is proposing...” (RP 268, line 6, and 268, line 8). The court entered Findings of Fact and Conclusions of law that addressed RCW § 26.09.187 factors. (CP 88 to CP 92).

Testimony by Ms. Vallee provides evidence sufficient for the court to enter a parenting plan consistent with RCW § 26.09.187 and RCW § 26.09.002. Ms. Vallee testified in detail about her proposed parenting plan during trial (RP page 28, line 8 to RP 36, line 1). In that testimony she states how she provides for the daily needs of the child and all of her children, provides clothing and housing, she detailed safety measures, discussed providing stability, and a loving relationship through cuddling, playing, and showing love and affection, how she provided educational opportunities, promoted bonding with siblings, maintained a family relationship, which all address the strength, nature, and stability of the child's relationship with her.

She also testified a reason she wanted the parenting plan she proposed at trial versus any previous parenting arrangement was because

she would be starting a new job working Monday to Friday on January 19, 2016. (RP 37, line 5).

Ms. Vallee testified that prior to the court's decision, the visitation schedule Mr. Moore proposed and the parties decided to try prior to the court's ruling was not working because the parties could not agree how the weekends were going to be defined and that her proposed parenting plan was easy to follow. (RP 129, line 24).

Testimony from Brian Summers furthers the court's evidence regarding Ms. Vallee's proposed parenting plan was in the best interests of the child when he testified among other things: "She always makes sure that the kids are always fed, happy, clothed, always taking time to do things with them, and interact with them." (RP 99, line 2 to RP 100, line 23) and that he has no concerns with the mother's behavior as a parent. (RP 102, line 9). He also testified about his opportunity to observe Mr. Moore and his angry demeanor and how the children reacted to it. (RP 100, line 24 to RP 102, line 8).

Testimony from Christine Kingsbury regarding her daughter's ability to perform parenting functions and attend to the needs of the child provides more evidence to support the court's entry of Ms. Vallee's parenting plan. (RP 104, line 16 to RP 106, line 8). She testified that she had concerns that during the birth of the child, Mr. Moore refused to call the ambulance. Ms.

Vallee ended up calling the ambulance herself and then had the child on the bathroom floor putting both her and the child at risk. (RP 107, line 2 to RP 108, line 11).

Mr. Moore argues the parenting plan the court entered diminished the child's emotional growth, health, and stability and that it did not take into consideration his behavioral and personality changes. At trial, no documentary evidence was provided by Mr. Moore and no testimony from experts on Mr. Moore's behalf stated the child's emotional growth, health and stability was replaced with mental and emotional harm as Mr. Moore stated in his brief. (Appellant's Brief, page 8). In addition, he did not provide any evidence from a professional that changes in behavior and personality noticed by Mr. Moore were caused by the child's visitation schedule or separation anxiety as Mr. Moore asserts. However, he testifies when asked by the court did the child "have any particular issues in his life, any complications, anybody that he is not getting along with? 'No, not really. I mean, he has his attachments, but nothing major.'" (RP 144, line 9). The court then stated "Hopefully, it is not too complicated since he is only two years old." Mr. Moore answers "Yes." (*Id.*, line 14). Mr. Moore further testifies "He is excelling, I believe." when the court asks him if he is doing well in his development. (*Id.*, line 18).

Mr. Moore argues that “Judge Cushcoff had the opportunity to explain his findings within the Motion for Reconsideration and stated the court wrote: ‘I will not attempt to set out all of the circumstances that persuaded the court to issue its parenting plan in this case.’ Mr. Moore sates because of this statement, the court did not make findings adequate to support the parenting plan. (Appellant’s Argument, page 9) The court went on to write in the Motion for Reconsideration:

“Certainly it more closely tracks with the Parenting Plan advocated by the Petitioner at trial. It was necessarily going to be a Plan that differed somewhat from the status quo given the parties agreed it was inappropriate for the Respondent to have residential time every weekend as had been the case pending trial.”

(CP 119, line 16).

When written findings of fact do not clearly reflect a consideration of the statutory factors, resort can be made to the court's oral opinion. *Murray v. Murray*, 28 Wn.App. 187, 189 (Div. 2 1981). When evidence of those factors is [b]efore the court and its oral opinion and written findings reflect consideration of the statutory elements, specific findings are not required on each factor. *Id.*

Evidence on the record supports the findings of fact and conclusions of law and the parenting plan that was written by the court is incorporated as part of the findings. (CP 91, section 2.6). The parenting plan included all of

the requirements of RCW § 26.09.187 including: dispute resolution process, allocation of decision to making authority, and residential provisions. After two days of testimony, the court found Ms. Vallee should be named the primary residential parent and Mr. Moore should have visitation as outlined in the parenting plan. The fact that Mr. Moore disagrees with what the court found does not support his argument that the court was manifestly unreasonable when it came to the conclusion Ms. Vallee should be the primary parent.

Again, the trial court stated it would be considering "...all of these records." (RP 268, line 2). Later, it further stated: "I tend to agree with those other aspects and things that Ms. Malsam said, which is a straightforward simple Parenting Plan may be best, but it may not be the Parenting Plan that she is proposing, but one that would not include co to parent counseling. Once I look through this whole thing, maybe I will feel differently about it..." RP 269, line 8.

Mr. Moore Error #3: "The trial court erred when it did not address the settlement conference practices issue that were discussed during trial and during the reconsideration."

Ms. Vallee's response: An unsuccessful settlement conference was held on December 14, 2015, in front of Judge Martin.

The settlement conference, although completed, did not produce an agreement of the parties for a Parenting Plan or Order of Child Support, the two issues of this case. Mr. Moore has not submitted a coherent argument regarding this alleged error or what rule was not followed. The settlement conference Judge did not hurry the conference. No evidence that she had an appointment was submitted for the appeal or the trial. Even if she had hurried the conference it would not be a reason for this court to rule the trial court erred regarding the settlement conference or the rules for the settlement conference.

Mr. Moore testified that the settlement conference he had a belief an agreement may have been reached. “We settled on a specific date range, but we didn’t get to touch child support, and we didn’t get to touch anything else like the restraints and stuff like that. Those are the main issues that I had.” (RP 235, line 15). He then goes on to testify that he wanted to change the agreement after the settlement conference anyway as was outlined in the following exchange:

Court: “Again, the end result was there wasn’t an agreement. At some point in time, there was a belief that there was an agreement after the settlement conference with Judge Martin, right?”

Mr. Moore: “That’s what we agreed on. When I got it back, we didn’t have what we talked about there. We had something different.”

Court: So did you put in what was agreed to? In other words, you said, well, that isn't the true agreement" The true agreement was this. That's what I'm going to put in.

Mr. Moore: No.

Court: What you put in is not what Judge Martin outlined either.

Mr. Moore: That's correct.

(RP 234, line 4)

Mr. Moore Error #4: "The trial court erred when it wrongfully assigned sanctions for Ms. Vallee's attorney's fees to Mr. Moore."

- a. Mr. Moore argues the parenting plan that was discussed during the settlement conference and after the settlement conference should not have be admitted under exclusions by Evidence Rule 408.
- b. Mr. Moore argues the court erred for allowing evidence of his "settlement negotiations" through testimony and documentary evidence.

Ms. Vallee's response: The trial court's finding of intransigence was within its discretion and the admissibility of evidence regarding settlement negotiations should be upheld.

Generally, admissibility of evidence is in the trial court's discretion and its rulings on admissibility of evidence are reviewed under the abuse of discretion standard. *Washburn v. Beatt Equipment Co.*, 120 Wn.2d 246, 264, (1992)

ER 408 COMPROMISE AND OFFERS TO COMPROMISE
In a civil case,...Evidence of conduct or statements made in compromise negotiations is likewise not admissible. This rule does not require exclusion of any evidence otherwise discoverable merely because it is presented in the course of compromise negotiations. This rule also does not require exclusion when the evidence is offered for another purpose, such as proving bias or prejudice of a witness, negating a contention of undue delay...

Evidence Rule 408

Ms. Vallee presented evidence at trial using the parenting plan submitted to Mr. Moore just before trial not to prove the possibility of settlement, but to show Mr. Moore purposely altered the final documents to try to pass them off as Ms. Vallee's pleadings written by her attorney, then represented to her attorney that he had not altered the documents. (RP 222, line 23). The changes were very subtle but attempted to change vital portions of the parenting plan. (RP 224, line 7). Ms. Vallee also testified to these changes and Mr. Moore's bad faith regarding the supposed settlement and circumstances surrounding it and testified about the cost in attorney fees his behavior cost. (RP 56, line 19 to RP 23, line 8, CP 130 to 133).

A party's financial resources are irrelevant if the court finds that a party's "intransigence increased the legal fees of the other party." *In re Marriage of Burrill*, 113 Wn. App. 863, 873 (2002). Awards of attorney fees based upon the intransigence of one party have been granted when the party engaged in "foot to dragging" and "obstruction... or simply when one party

made the trial unduly difficult and increased legal costs by his or her actions. *Matter of Marriage of Greenlee*, 65 Wn.App. 703, 708 (Div. 1 1992).

The court stated in its findings: “Kayla Vallee should have judgment in the amount of \$2000 against Duane Moore in payment of attorney fees due to his intransigence related to the “settlement” of this matter. The court finds that Moore altered settlement documents and intentionally failed to disclose that fact to the Petitioner’s counsel in an apparent attempt to deceive Petitioner to have this court enter documents to resolve this matter on terms that were not, in fact, agreed to by Petitioner. The court finds \$2000 of attorney fees properly attributable to the additional time necessitated by respondent’s deception.” (CP 92).

Mr. Moore represented on January 10, the case was settled using documents sent to him on December 30, 2015 by Ms. Vallee’s attorney. (RP 222, line 10 to RP 23 and RP 223, line 9, RP 225, line 9, Exs 32 to 34). He testified he mailed the signed documents to Ms. Vallee on January 8, 2016, and the exchange was documented in Emails over the next few days leading up to the trial date. (RP 225, line 21, RP 226, line 12, Ex 25, Exs 32 to 34). Ms. Vallee testified Mr. Moore did not propose any changes to the parenting plan or child support order after December 30, 2015, and between December 30, 2015 and when [her attorney] received the documents in the mail. (RP 244, line 13). Ms. Vallee testified that once she was able to view the orders,

they were changed by Mr. Moore. (RP 56, line 8 to RP 72, line 3). At trial, she testified viewing Exhibits 23 and 24 to the specific subtle changes Mr. Moore had made. (RP 66, line 15 to RP 71, line 17). Ms. Vallee testified to how much she had incurred in additional fees. (RP 71, line 18, CP 130 to 133) Mr. Moore testified that Exhibits 32 to 34 were the same signed documents that he was sent on December 30, 2015, and they were the same documents from at the beginning of trial, which show the subtle changes testified to by Ms. Vallee at RP 66, line 15 to RP 72, line 17. (CP 224, line 7 to CP 226, 19, Exs 32 to 34).

The court also asked Mr. Moore specifically:

Court: ...they were trying to find out pretty clearly in these series of emails that whether or not the final documents that they had sent you were, in fact, approved by you so that they could strike the trial date, and we wouldn't have a trial... You kind of non to answered them until right at the last minute when you finally sent this thing back, and then you made some changes to it. Are you trying to tell me that somehow you had gotten their agreement to change these documents?" (RP 231, line 8 to 18).

Mr. Moore: No, they didn't want to agree.

(RP page 231, line 19).

Ms. Vallee testified in cross examination in response to negotiations that neither she nor her attorney had received any requests to change the child support. (RP 115, line 14). Ms. Vallee testified in redirect that she felt there was no way to avoid a trial because it was not until January 12, it was

discovered the documents were altered after he had stated he had not altered them. (RP 118, line 1 to RP 120, line 22). Mr. Moore shows his deceptive behavior during recross of Ms. Vallee in the following exchange:

Mr. Moore: What does “handwritten” mean to you? What is that definition to you?

Court: What are we talking about?

Mr. Moore: Handwriting. She talked about – I told her that I did not handwrite anything on the documents. I’m just asking her, what does “handwriting” mean to her?

Court: If you are going to try to suggest that you weren’t deceptive about that because it wasn’t handwritten, but that it was typed.

Mr. Moore: That’s what I’m trying to ask her.

Court: Then I don’t care about her opinion. You are going to have to convince me.

Mr. Moore Error #5: “The trial court erred when it failed to acknowledge and assign deviation within the child support order when it was requested several times during trial and reconsideration.”

Ms. Vallee’s response: The trial court has the discretion to determine if a deviation is warranted based on the circumstances of both parties.

The court in this case made a finding a deviation was not requested at trial (CP 66, section 3.8). The court denied Mr. Moore’s request for a deviation mentioned in his motion for reconsideration. (CP 101, line 25).

We review a trial court's decision setting child support for abuse of discretion. The amount of child support rests in the sound discretion of the

trial court. *In re Marriage of Fiorito*, 112 Wn.App. 657, 664 (Div. 1 2002).

This court will not substitute its own judgment for that of the trial court where the record shows that the trial court considered all relevant factors and the award is not unreasonable under the circumstances. *Id.*

Standards for deviation from the standard calculation. (1) Reasons for deviation from the standard calculation include but are not limited to the following:... (e) Children from other relationships. The court may deviate from the standard calculation when either or both of the parents before the court have children from other relationships to whom the parent owes a duty of support...(iii) When considering a deviation from the standard calculation for children from other relationships, the court may consider only other children to whom the parent owes a duty of support. The court may consider court to ordered payments of child support for children from other relationships only to the extent that the support is actually paid.”

RCW § 26.19.075

Mr. Moore testified that he had a child from another relationship. (RP 151, line 8). However, he does not point to a place in his testimony that he asked the court for a deviation. The court’s decision to not allow a deviation was appropriate based on the lack of evidence by Mr. Moore that was presented at trial. Furthermore, Mr. Moore’s request for a deviation in a motion for reconsideration was appropriately denied since he failed to provide new evidence that he actually paid child support for his other child. (CP 112 to 117). He did not submit evidence of a child support order, he did

not submit proof of payments, and he did not have the mother of his other child testify that she received money from him for child support.

Ms. Vallee also testified that she had not received child support from Mr. Moore for the past six months and that he was aware of it. (RP 117, line 3).

Mr. Moore Error #6: “The trial court erred when it miscalculated Mr. Moore’s income on the child support worksheet although he specified his hours worked during trial.”

Ms. Vallee’s response: The trial court has the discretion to rule on child support based on the financial evidence presented at trial.

Mr. Moore did not provide tax returns or pay stubs prior to trial and submitted only three pay stubs to try to prove his income on the second day of trial. (RP 157, line 17). Mr. Moore moves on to say that he had 12 pay stubs, but did not submit them at trial or in his Motion for Reconsideration. (RP 158, line 20). Mr. Moore testified at trial he worked 40 hours per week (RP 148, 17). Specifically he testified: “I usually get 40 hours, but recently it hasn’t to to it has been a give or take. Sometimes I don’t get the full 40 hours. Generally, 40 hours.” (*Id*). He testified at trial he made \$18 per hour (RP 158, line 19) and performance reviews are held in January of each year; however, the time and pay from January was not provided. (RP 159, line 12).

Mr. Moore argues that he submitted a letter that discussed work hours in his motion to stay the trial court's decision at this Court should consider it as evidence. The letter is inadmissible as hearsay, was not timely submitted to the trial court for consideration, and did not discuss any parameters of his work hours, timeframe, or bonuses.

The court considered all the evidence at trial and concluded Ms. Vallee's Order of Child Support more closely tracked with the evidence at trial. (CP 59 to CP 77). Mr. Moore did not provide additional documentation proving he actually paid child support for another child in his Motion for Reconsideration; therefore, it properly denied his request for a deviation. (CP 112 to CP 117), RCW § 26.19.075(1)(e)(iii).

Mr. Moore Error #7: "The trial court erred when it provided incorrect facts within section (4) of the judges "Order on Respondent's Motion for Reconsideration."

Ms. Vallee's response: The trial court properly denied the motion based on its discretion to not consider evidence that occurred after trial.

According to Court Rule 59(a)(4), the trial court properly denied Mr. Moore's Motion for Reconsideration regarding the Parenting Plan, and its consideration of new material. Since the events Mr. Moore outlined regarding his alleged negotiation of the parenting plan occurred after the trial, it was proper the court did not consider it.

(a) Grounds for New Trial or Reconsideration. On the motion of the party aggrieved, a verdict may be vacated and a new trial granted to all or any of the parties, and on all issues, or on some of the issues when such issues are clearly and fairly separable and distinct, or any other decision or order may be vacated and reconsideration granted. Such motion may be granted for any one of the following causes materially affecting the substantial rights of such parties:
(4) Newly discovered evidence, material for the party making the application, which the party could not with reasonable diligence have discovered and produced at the trial;

Court Rule 59 (a)(4)

Mr. Moore argues he did not agree having every weekend with the child was inappropriate. In fact, and contrary to what Mr. Moore wrote in his argument, Mr. Moore did agree that having the child every weekend was inappropriate. (RP 149, line 22 to RP 150, line 25). Mr. Moore testified he should have the child on the first, third, and fourth weekends and “Kayla should have [the child] on the fifth weekend of the month. This way, my child, my children can be together, and Kayls’s children can be together as well.” RP 150, line 18). This leaves the child to be with Ms. Vallee on second weekends and fifth weekends. The court recognized the parties needed a simple parenting plan in its oral statement and ordered a very simple alternating weekend parenting plan, which was well within the court’s discretion. (RP 269, line 8).

Mr. Moore Error #8: See Error #2 above.

Mr. Moore Error #9: “The trial court erred when it gave Ms. Vallee sole decision making towards childcare despite all of the critical information presented against the best interests of N.R.M.”

Ms. Vallee’s response: The trial court was within its discretion to order decision making to Ms. Valle for childcare.

Testimony on the record by Ms. Vallee stated Mr. Moore disregarded a court order that he was required to take the child to a certain daycare that was being used by Ms. Vallee’s other children. (CP 51, RP 19, line 10 to RP 22, line 5, Ex 22).

(c) MUTUAL DECISION to MAKING AUTHORITY.
Except as provided in (a) and (b) of this subsection, the court shall consider the following criteria in allocating decision to making authority:...(ii) The history of participation of each parent in decision making in each of the areas in RCW 26.09.184(5)(a); (iii) Whether the parents have a demonstrated ability and desire to cooperate with one another in decision making in each of the areas in RCW 26.09.184(5)(a);...

RCW § 26.09.187(2)(c)(ii and iii)

Ms. Vallee testified that it was important that the child go to the same daycare as her other children (RP 131, line 19). She testified that Mr. Moore chose a different daycare for the child and began to take the child there and did so even after commissioner ordered that he take the child to Ms. Vallee’s daycare provider (RP 19, line 19). In addition to the court’s oral statement, the verbatim recording of proceedings produced the

following testimony: Ms. Vallee's testimony regarding the inability of the parents to get along to the extent that the commissioner at the hearing for temporary order, ordered co to parenting counseling (CP RP 15, line 6). She testified that he had not at the time of trial complied with the court order and testified about Mr. Moore's extreme resistance to the co to parenting counseling (CP 15, line 6 to CP 18, line 21).

The court agreed she should have the sole decision to decide the daycare. The court has the discretion to try to minimize conflict between parents by allowing one of the parents to have a sole decision.

Mr. Moore Error #10: See Error #2 above.

Mr. Moore Error #11: "The trial court erred by showing favoritism to Ms. Vallee and applied the friendly parent concept within the case."

- a. Mr. Moore argues the court abused its discretion because it did not consider his declarations throughout the entirety of the case.
- b. Mr. Moore argues the court abuse its discretion because it was biased against him.
- c. Mr. Moore argues that he must be found unfit or he must be given joint decision making regarding childcare.

Ms. Vallee's response: No evidence exists the court based its decision on anything other than the evidence at trial.

Mr. Moore does not cite a statute or case law that supports or explains his position regarding “the friendly parent concept” he discusses in his appeal brief. It appears that he is arguing that the court did not consider prior declarations he submitted at the hearing for temporary order and other hearings that outlined his position. Those declarations were not submitted as evidence at trial and cannot be considered for the appeal.

Mr. Moore appears to believe that every time the court does not rule in his favor it is biased against him; however, he does not provide evidence of bias to this Court.

As outlined in Error #9, the trial court has the discretion to determine a decision will be made jointly between the parties or as a sole decision to one parent.

IV. CONCLUSION

For the reasons listed above, the court should deny Mr. Moore’s Appeal

Respectfully submitted this 12th day of October, 2016.



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V. APPENDIX

1. Verbatim Report of Proceedings Volume 1

 ORIGINAL

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

KAYLA VALLEE,)	
)	
)	
Petitioner,)	
)	
and)	No. 15-3-01760-7
)	COA No. 48759-4
)	
JUANE MOORE,)	
)	
)	
Respondent.)	

VERBATIM REPORT OF PROCEEDINGS (Volume 1)

BE IT REMEMBERED that on the 14th day of January 2016, the following proceedings were held before the Honorable BRYAN E. CHUSHCOFF, Judge of the Superior Court of the State of Washington, in and for the County of Pierce, sitting in Department 4.

WHEREUPON, the following proceedings were had, to wit:

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APPEARANCES

On Behalf of Petitioner(s): KELLY MALSAM
Attorney at Law

On Behalf of Respondent(s): DUANE MOORE
Pro se

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17	(See Exhibit Record.)	
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1 THE COURT: This is Kayla Vallee and Duane Moore.
2 This is cause number 15-3-01760-7. Today is the day
3 scheduled for trial.

4 Is the petitioner ready?

5 MS. MALSAM: Yes, Your Honor.

6 THE COURT: And you are, Ms. Malsam.

7 MS. MALSAM: I'm Ms. Malsam on behalf of
8 Kayla Vallee, who is here on my right.

9 THE COURT: Mr. Moore, you are representing
10 yourself this morning?

11 MR. MOORE: Yes, sir.

12 THE COURT: Are there any pretrial motions?

13 MR. MOORE: I'm sorry?

14 THE COURT: Are there any pretrial motions?

15 MS. MALSAM: No, Your Honor.

16 THE COURT: Okay.

17 Do you wish to make an opening statement at this
18 time?

19 MS. MALSAM: Just a brief one. I did provide a
20 trial brief to the court.

21 THE COURT: I see that and I read it.

22 (Opening Statement by Petitioner.)

23 (Opening Statement by Respondent.)

24 (Off the Record - Recess.)

25 THE COURT: So, your first witness.

1 MS. MALSAM: Thank you, Your Honor. I call
2 Kayla Vallee.

3 THE COURT: Ms. Vallee, please raise your right
4 hand to be sworn.

5 (Witness sworn.)

6 THE COURT: Thank you very much. Please have a
7 seat right there -- or, continue sitting there, I
8 should say.

9 Please state your name, and please spell your
10 name.

11 THE WITNESS: Kayla Vallee; K-A-Y-L-A,
12 V-A-L-L-E-E.

13 KAYLA VALLEE,
14 being duly sworn, testified as follows,

DIRECT EXAMINATION

15 BY MS. MALSAM:

16 Q. How old are you?

17 A. 32.

18 Q. And can you state your address for the record?

19 A. 7807 146th Street Court East in Puyallup, 98375.

20 Q. How old is Mr. Moore?

21 A. 34.

22 Q. Can you tell me about the residence that you live in?

23 A. My residence?

24 Q. Uh-huh.

25 A. I live in a two-story house, single family home.

1 Q. With how many bedrooms?

2 A. Three bedrooms.

3 Q. And you have necessary bathrooms and things like that
4 in the home?

5 A. Yes.

6 Q. Is the house baby-proofed?

7 A. Yes.

8 Q. It is safe for the child?

9 A. Yes.

10 THE COURT: Ms. Malsam, please keep your voice up.

11 MS. MALSAM: Did you hear that?

12 THE COURT: I did.

13 MS. MALSAM: I was wondering if I should repeat
14 it.

15 Q (By Ms. Malsam) So is anybody else living with you in
16 your home?

17 A. Yes. I have a roommate and then my four kids.

18 Q. Can you tell us who your roommate is?

19 A. Brian Summers.

20 Q. And how long have has he lived with you?

21 A. Since February of 2015.

22 Q. Has he lived with you in the past?

23 A. He has, yes.

24 Q. Is this a person with which you have a relationship or
25 have ever had a relationship?

1 A. No. Just friends.

2 Q. And your children. Can you tell me about the children
3 in your house?

4 A. Yes. There is Neo in this case, and then my
5 three-year-old twins and then my eight-year-old.

6 Q. And how old is Neo?

7 A. Two.

8 Q. How long have you known Mr. Moore?

9 A. Since about 2012 or so.

10 Q. And did you ever live with him?

11 A. Yes.

12 Q. Can you explain the timeframe that you lived with him?

13 A. He had moved in with me at my residence that I
14 currently had in 2012, and then we moved to a residence
15 in Maple Valley together and then to Bonney Lake. He
16 moved out in 2014 at about -- March, I believe, it was.

17 Q. What were the circumstances of him moving out?

18 A. He had been paying utility bills and food in
19 Maple Valley. When we moved to Bonney Lake, he stopped
20 paying for everything completely. I asked him if you
21 are not going to pay for anything, then you need to
22 move out. I asked him to pay a -- it was the Internet
23 bill. He said, no, I can't. It was \$30. I didn't
24 feel like I could support him anymore. I asked him to
25 move out.

1 Q. And he moved out?

2 A. He did, yes.

3 Q. Did you continue to date after that?

4 A. We did. We continued to date and work on a
5 relationship until April of 2015.

6 Q. So, when you were living apart, Neo had already been
7 born. Is that the case?

8 A. Neo had already been born, yes.

9 Q. What was the visitation schedule during that time once
10 he moved out?

11 A. Once he moved out, Duane would come pick him up on
12 Thursdays, I believe, and keep him until Monday. So,
13 he had him four nights. However, we were still dating
14 at the time. Many of the weekends were spent together.

15 Q. He actually spent the night at his house with Neo where
16 you were both together.

17 A. Or he spent the night at my house, yes. We were both
18 together with him still. And then... I forgot.

19 Q. So, about when did that -- or did that ever change?

20 A. So, I actually was not happy with that schedule because
21 I wasn't seeing Neo enough because based off of my work
22 schedule at the time. We would argue back and forth
23 about when Neo was to go with him, and I basically
24 didn't have any control over it because I was at work.
25 He would go pick him up from the baby-sitter's, and he

1 had full control over when he had him.

2 Finally, an argument lead to Duane taking Neo
3 completely and withholding him, and he told me that Neo
4 would not be coming home and that I couldn't see him.
5 I would be entitled to a video chat if I wanted
6 whenever I wanted. That occurred April 17th, 2015.

7 Q. How long did he withhold Neo from you?

8 A. He ended up withholding him for a month only because I
9 came to court to an ex parte hearing and was then given
10 visitation to him.

11 Q. Can you turn to Exhibit No. 9, please? Do you
12 recognize this letter?

13 A. Yes.

14 Q. Can you tell me what the gist of the letter is?

15 A. This was shortly after -- a couple of weeks after he
16 had taken him. I contacted him to try to see if we
17 could meet, so I could see Neo. He asked if I had
18 filed a Parenting Plan yet. I told him I had a lawyer
19 working on it, but I didn't want to be away from Neo.
20 He denied me that visit and said, I could provide you
21 with a video chat when you want. I did ask for a video
22 chat then after that. This was on a Wednesday. He
23 said Saturday or Sunday 10:00 a.m. for a duration of
24 ten minutes to start for adaptability.

25 Q. What do you think what he meant by "adaptability"?

1 A. The only thing that I could think of maybe being in
2 front of the computer. My response was, I'm his mom.
3 What does he have to adapt to? He knows who I am. I
4 don't know.

5 Q. So, did he say in the letter that he was going to --
6 that you would have to file for a Parenting Plan in
7 order to continue visitation rights with Neo?

8 A. Yes, he did.

9 Q. And on the next page, can you tell me what those are?

10 A. I asked for September 2015. I asked if I could take
11 Neo to Canada because I had --

12 Q. I'm sorry. Look at your Exhibit 9, Page 2.

13 A. Well, that's where I was. Maybe I missed something.
14 Oh, okay. I think that you were asking me then, in the
15 first place, when he took Neo and e-mailed me.

16 Q. Yes.

17 A. Okay. After he took Neo, he -- I expected Neo to move
18 back home that Sunday as we normally did, and he
19 ignored me the whole weekend because he said that we
20 would talk. I kept trying to contact him, asking him
21 when are we going to talk. He wrote me, and I received
22 this e-mail on Sunday saying that Neo wasn't going to
23 be coming home, that I needed to file for a Parenting
24 Plan to be able to see Neo again.

25 Q. On Page 2 of that document?

1 A. On Page 2, that's where --

2 Q. That's the e-mails.

3 A. That's the e-mails where I requested to visit him and
4 he declined me.

5 MS. MALSAM: Your Honor, for the record, the
6 petitioner is looking at Exhibit 9. It is already
7 marked as Exhibit 9. Can I show that to opposing
8 party?

9 THE COURT: Does she have the exhibit?

10 MS. MALSAM: She does. The exhibit is there.

11 THE COURT: Show him the exhibit.

12 MS. MALSAM: I wanted to make sure that we are
13 looking at the same exhibit.

14 We would like to offer the Petitioner's Exhibit 9
15 into evidence.

16 THE COURT: Any objection to the admission of
17 Exhibit 9?

18 MR. MOORE: Yes.

19 THE COURT: What grounds?

20 MR. MOORE: Do I say why?

21 THE COURT: That's what I'm asking.

22 MR. MOORE: It doesn't pertain to the whole entire
23 story in regards --

24 THE COURT: Are you saying it is irrelevant or
25 that it only captures part of the story?

1 MR. MOORE: It only captures part of the story.

2 THE COURT: Is there anything otherwise wrong with
3 it?

4 MR. MOORE: Yes.

5 THE COURT: What's that?

6 MR. MOORE: Well, the week of April 12, Kayla and
7 I had several disputes. Some of them alarmed me
8 greatly.

9 THE COURT: Hold on a second. That's the rest of
10 the story that you want me to know about, right?

11 MR. MOORE: Yes.

12 THE COURT: Is there anything about this document
13 that says that it is inauthentic or it is irrelevant in
14 any way?

15 MR. MOORE: What led to this -- if it is just
16 looked at as that is all that happened, it makes it
17 seem really bad.

18 THE COURT: Sure, but that's not a reason to
19 object to it.

20 MR. MOORE: Okay.

21 THE COURT: You can examine her about it or you
22 can submit other additional e-mails that may explain
23 all of this, but there is nothing wrong evidently with
24 Exhibit 9. 9 will be admitted over objection.

25 MR. MOORE: Other than it is just missing the rest

1 of the e-mails. It is only one page.

2 THE COURT: That goes to what we call the weight
3 of the evidence. How should we view it? How should we
4 evaluate it? There is a distinction between that and
5 whether it is inadmissible or not.

6 It is like, I say that you punched me in the nose.
7 I can testify to that. I say you punched me in the
8 nose. You said, well, that's not the whole story. I
9 still get to say that, and it comes into evidence. And
10 then you tell the rest of the story, which is, yes, you
11 punched me in the nose, but only because I punched you
12 in the nose first. Now we have the rest of the story,
13 but at least the first part of the story gets to come
14 in. That's the admissibility part. The weight of it
15 is something else.

16 MR. MOORE: Okay.

17 THE COURT: I may not think it is so valuable once
18 we see the rest of the story.

19 9 is admitted.

20 (Exhibit No. 9 Admitted.)

21 THE COURT: Next question.

22 Q (By Ms. Malsam) Can you turn to Page 2 on that?

23 THE COURT: I think she has been on Page 2.

24 MS. MALSAM: I'm going to ask her one more
25 question now.

1 THE COURT: Okay.

2 Q (By Ms. Malsam) Did you ask him to video chat?

3 A. I did.

4 Q. And did you have a video chat?

5 A. I asked him on Wednesday, April 29th. He told me that
6 I could have a video chat whenever I wanted. He
7 declined me and said that it could happen on Saturday
8 or Sunday.

9 He did provide me with a 15-minute video chat. I
10 didn't feel that it was even -- sure, I got to see my
11 son running around his living room. He was one year
12 old. He wasn't paying attention to the computer. I
13 was sitting there like, that's great. I get to see him
14 running around Duane's living room. I wanted to hold
15 him. It made me feel upset. That's all.

16 Q. Did he file with the court a Parenting Plan at that
17 time to withhold Neo from you?

18 A. He did not, no. There was no order.

19 Q. All right. So, in this case, has there been temporary
20 orders in this case?

21 A. There has.

22 Q. And what did the temporary order say?

23 A. The temporary order originally was Duane has visitation
24 Monday, Tuesday, Wednesday.

25 Q. And were there any other parts of it -- did the judge

1 order anything else -- the commissioner, I should say,
2 order anything else in the temporary order?

3 A. Yes. The commissioner also ordered co-parenting
4 counseling and also that Duane take Neo to my provider,
5 daycare provider.

6 Q. Has Duane, Mr. Moore, attended any co-parenting
7 counseling as ordered?

8 A. He has not. I tried to contact him a couple of times
9 to go to co-parenting counseling. I even offered to
10 pay for it, and thus far, he has declined. Even when
11 we were going to go to court for contempt, he agreed
12 that he would go to co-parenting counseling and still
13 has not as of this date.

14 MR. MOORE: Do I have an opportunity to object? I
15 don't know how this works.

16 THE COURT: Here's the deal. If she is saying
17 something that is objectionable under the rules of
18 evidence, you can certainly object.

19 MR. MOORE: I object.

20 THE COURT: But I'm not sure she said anything
21 that was objectionable. If you simply disagree with
22 what she had to say, that isn't a reason to object.

23 MR. MOORE: Okay. As far as the residential
24 schedule, it is Monday through Thursday.

25 THE COURT: Here's the deal, when she is finished

1 questioning her, then you can question her.

2 MR. MOORE: Perfect, okay.

3 THE COURT: Go ahead.

4 Q (By Ms. Malsam) Did you attempt to contact him about
5 co-parenting counseling?

6 A. I did. I e-mailed him about it. I asked him about it
7 in person. I asked him what his schedule was so we
8 could try to schedule with her. I went to my
9 appointment with her, and he told me that he had set up
10 an appointment with her. Okay, great. And then I
11 asked him in person, I said, did you go to your
12 co-parenting counseling session? He said, yes, I did.
13 I said, okay, we need to work on -- the next step is to
14 go together.

15 I called the co-parent counselor that we were
16 assigned, and she told me that Duane was a no-show. I
17 said, okay. I asked him about it. He just -- he was
18 angry that she -- he said she is not supposed to tell
19 you that. He was not happy that she told me that
20 information.

21 Q. Can you turn to Exhibit 11? Can you tell me what
22 these -- look through these documents and tell me what
23 they are.

24 A. The request to go to Canada.

25 Q. This should be No. 11. Can you tell me sort of the

1 general idea of what these e-mails are for?

2 A. I think that they have this --

3 THE COURT: We are talking about Exhibit 11 now?

4 A. Okay, about the co-parenting counseling?

5 THE COURT: What is Exhibit 11?

6 MS. MALSAM: It is e-mails --

7 THE COURT: She is the witness, right?

8 What is Exhibit 11?

9 MS. MALSAM: I thought that you were asking me.

10 THE WITNESS: E-mails where I'm asking --

11 THE COURT: These are e-mails between you and --

12 THE WITNESS: Me and Duane. Mr. Moore.

13 THE COURT: That's all I want to know.

14 Q (By Ms. Malsam) Can you turn to Exhibit 12, please?

15 Can you tell me what this is?

16 A. This is an e-mail from the co-parent counselor. She
17 wrote to reiterate that she tried to schedule a session
18 with Mr. Moore. She confirmed that she saw me for my
19 session on June 8th. She had an appointment scheduled
20 with Mr. Moore on July 14th, and he was a no-show. She
21 left several messages for him, and then he left a
22 message for her on August 25th explaining that he could
23 not afford co-parenting counseling.

24 MS. MALSAM: Your Honor, this exhibit is marked 12
25 already. I would like to enter it into evidence in

1 this case.

2 THE COURT: Any objection to the admission of
3 Exhibit 12?

4 MR. MOORE: No.

5 THE COURT: 12 is admitted.

6 (Exhibit No. 12 Admitted.)

7 Q (By Ms. Malsam) So, did you file a motion for contempt
8 and include part of that as -- something about
9 co-parent counseling?

10 A. I did, yes. The contempt -- a motion for contempt was
11 for no payment of child support and not going to
12 co-parenting counseling.

13 Q. And did you and Mr. Moore come to an agreement -- with
14 the help of the attorneys, to come to an agreement
15 about the co-parent counseling?

16 A. Yes. Mr. Moore said that he would attend co-parenting
17 counseling.

18 Q. Did he sign -- was there an order entered stating that
19 they would dismiss the contempt and an agreed order
20 that he would continue co-parent counseling?

21 A. Yes.

22 THE COURT: I realize that you haven't been on the
23 record that long, but we have been doing lots of other
24 stuff. We are going to take a break for my court
25 reporter for 15 minutes.

1 We will be at recess for 15 minutes. We will
2 resume when we get back.

3 (Off the Record - Recess.)

4 Q (By Ms. Malsam) We left off with talking about
5 co-parent counseling, I think. That's where my notes
6 go.

7 I just want to double-check with you. Did
8 Mr. Moore ever attend any co-parent counseling?

9 A. He has not.

10 Q. Did you have any issues with daycare or was daycare
11 part of the temporary order?

12 A. Yes. He was required to take Neo to my daycare
13 provider.

14 Q. Why is that?

15 A. So that he could be with his siblings.

16 Q. Had he not done that in the past?

17 A. Yes, he did not do that.

18 Q. Can you explain the circumstances?

19 A. When he withheld Neo, he chose a new daycare provider
20 other than one that Neo had been going to along with
21 his siblings. The court ordered to resume taking him
22 to my daycare provider. Duane did not do. He
23 continued to drop him off at the daycare provider that
24 he had chosen when he withheld him. When asked about
25 it, Duane stated that he wasn't dropping him off at

1 daycare and that he was working from home, so he had
2 Neo at home with him.

3 There were two instances where we found that was a
4 lie because the daycare provider, for one, posted a
5 picture of Neo on her facebook page and said, "today's
6 activities," with a picture of Neo, right there, doing
7 the activity. And then another time where I went and
8 actually drove to the baby-sitter's house and watched
9 Duane drop Neo off there.

10 Q. Do you have a photograph of that facebook page?

11 A. Yes. There is a photograph in here.

12 Q. Can you turn to Exhibit 22, please? Can you tell me
13 what that is?

14 A. That is the picture. It has the date on it.
15 June 16th. It says, today's craft and worksheets.
16 There is a picture of my son. It is really hard to see
17 on this picture; however, he is there in the left-hand
18 corner.

19 Q. So, the date on this is what?

20 A. June 16th.

21 Q. Do you remember when the temporary order went into
22 effect?

23 A. June 11.

24 MS. MALSAM: Your Honor, I would like to have this
25 exhibit that is marked as 22 entered into evidence.

1 THE COURT: Any objection the admission of 22?

2 MR. MOORE: No.

3 THE COURT: 22 is admitted.

4 (Exhibit No. 22 Admitted.)

5 Q (By Ms. Malsam) Did Mr. Moore have anger issues around
6 you?

7 A. He did, yes. There was specifically one time when he
8 was picking up Neo -- a more recent time, he had wanted
9 to try to settle the Parenting Plan. He came to pick
10 up Neo. I asked him, well -- first, I told him, Neo
11 got his flu shot today. He kind of nodded his head and
12 started walking away. I said, hey, you wanted to talk
13 about the Parenting Plan, and he turned around and he
14 said, eff you, flipped me off, and left. Neo was in
15 his arms at the time. All of my other kids were at the
16 door. My oldest, the eight-year-old, started ushering
17 the twins inside and said, "Come on, let's go inside.
18 Duane is angry."

19 Q. Can you think of any -- some other examples of his
20 behavior?

21 A. There was another time that we were trying to come up
22 with a plan for a schedule, just for a specific day
23 over the phone. He was just talking over me. I
24 couldn't get a word in edge-wise. He did have Neo at
25 that time as well. I just ended up asking him -- I

1 said, I'm going to have to hang up the phone. Call me
2 back when you are ready to talk to me in a civil manner
3 or allow me to talk as well.

4 Q. Were there issues with doctor's appointments in this
5 case?

6 A. Yes, there were.

7 Q. Can you explain the issues?

8 A. I had scheduled Neo his well-child checkup. About a
9 month later, Duane canceled it and rescheduled a new
10 appointment at a different facility. I rescheduled my
11 appointment, and then Duane kept -- I kept having to
12 reschedule my appointment because Duane kept cancelling
13 them. I e-mailed him and I asked him specifically,
14 Duane, can you please stop canceling Neo's doctor's
15 appointments? I would be happy to go together, but I
16 already had this scheduled. This is, you know -- this
17 was planned over a month ago. He refused to even
18 respond to that. I sent him three more e-mails. I
19 said, can you just work out a time? Maybe we can go
20 together. Are we going to go to the 4:00 appointment?
21 Because he had added a different appointment in there
22 at the same facility that I wanted, but with a
23 different time. I said, are we going to go to that one
24 together? He also refused to respond to that. He gave
25 me the silent treatment.

1 I ended up having to schedule one of my twins into
2 the slot so that I could hold it and take -- and be
3 able to take Neo to the doctor's appointment. They
4 ended up removing both of our online access to Neo's
5 profile because of all of the canceled appointments.
6 The doctor's noticed that his appointments got canceled
7 several times, at least maybe 50 times they kept
8 getting canceled. They removed access online for both
9 of us.

10 Q. Can you turn to Exhibit 19, please? Can you tell me
11 what those documents are?

12 A. This is where it shows that Duane Moore is logged on to
13 Neo Moore's profile online and has changed his address
14 from mine to his.

15 THE COURT: I'm sorry, which exhibit are we
16 talking about?

17 MS. MALSAM: We are talking about Exhibit 19.

18 Q (By Ms. Malsam) Are you on Page 1?

19 A. Page 1, yes.

20 Q. He changed the address, you are saying?

21 A. Yes. He changed the address to his address.

22 Q. And then can you move to Page 3, please, and tell me
23 what that is.

24 A. That is the letter from the doctor stating that they
25 have noted unusual activity on Neo's Group Health

1 account with over a dozen canceled appointments on the
2 same day. They e-mailed to notify us that Neo's
3 Group Health will be turned off for both parents to
4 have online access.

5 Q. Turn to the following page, can you tell me what this?

6 A. This is a listing of every appointment that was
7 cancelled.

8 Q. This is a list of cancelled appointments?

9 A. Cancelled appointments.

10 MS. MALSAM: Your Honor, I would like to enter
11 this exhibit that is marked 19 into evidence.

12 THE COURT: Any objection to the admission of 19?

13 MR. MOORE: No.

14 THE COURT: 19 is admitted.

15 (Exhibit No. 19 Admitted.)

16 Q (By Ms. Malsam) So, in Mr. Moore's opening statement,
17 he said that you are not an efficient mother and that
18 he wanted to be the primary parent at the beginning of
19 this case.

20 How do you feel about the way that he treated you
21 at the beginning of this case regarding wanting to be
22 the primary parent?

23 A. He did want to be the primary parent at the beginning
24 of this case. Everything that he submitted was
25 pictures that he had taken from -- during our

1 relationship. It became obvious that he was trying to
2 plan this whole thing out. He tried to make me look
3 crazy and specifically said that I might have anger
4 issues. I have bipolar problems which was found to be
5 untrue because he stated that I had gone to counseling
6 for it. I submitted documents from my counselors to
7 say that wasn't true. I believe with everything that
8 he submitted that he was trying to plan for this to get
9 custody the whole time leading up until he withheld
10 Neo.

11 Q. So, as far as the documents that you are talking about,
12 are you talking about for the hearing for temporary
13 orders?

14 A. For temporary orders, yes.

15 Q. And as far as any mental issues, anything like that
16 that he referred to -- and he also referred to in his
17 opening statement that he had said things, you know,
18 against you at the beginning.

19 Are there any documents that show that you had any
20 mental issues whatsoever?

21 A. There were none, no.

22 Q. Were there any that showed that you are not an
23 efficient mother?

24 A. No.

25 Q. Are there any doctor's notes or anything like that that

1 have been provided to say that the child is in danger?

2 A. No.

3 Q. Or that any of your children are in danger?

4 A. Not at all.

5 Q. So, let's move to the Parenting Plan and talk about
6 that for a little while. Do you have a copy of our
7 proposed Parenting Plan?

8 A. Yes.

9 Q. So, one -- I'm sorry. I'm going to backup just a hair
10 bit. What's your previous job?

11 A. 9-1-1 dispatcher.

12 Q. Can you tell the court a little bit about that job?

13 A. As far as...?

14 Q. What your job title was, duties.

15 A. Dispatcher, taking incoming 9-1-1 calls, dispatching
16 police, and I did work a lot of hours like Duane said.

17 I want to say in his opening statement, he felt --

18 THE COURT: There is no question posed here.

19 Q (By Ms. Malsam) We are talking about you working a lot
20 or Mr. Moore was talking about you working a lot in his
21 opening statement and that you couldn't be a mother.

22 Can you tell the court the hours and that that you
23 worked?

24 A. I worked, I believe, from 7:00 p.m. to 3:00 or 5:00 in.
25 the morning.

1 Q. Your schedule, was that flexible?

2 A. My schedule was set; however, we did get a lot of
3 opportunity for time off.

4 Q. Can you explain some of that opportunity?

5 A. Well, I had vacation bids that were up to 160 hours
6 each. There was a total of four of them for the year.

7 Q. So, were you able to take off blocks of --

8 A. I was able to take off blocks of time and even shorten
9 my workdays even if I needed to.

10 Q. Did Neo stay with you while you were on vacation or
11 taking these blocks of times off?

12 A. Yes.

13 Q. And did Mr. Moore seem to have any problems with you
14 taking Neo during the day during -- while he was at
15 work and things like that?

16 A. Actually, for the majority of the time when the issues
17 first arrived -- since Neo was born, I took three
18 months of maternity leave off. I didn't take any time
19 off up until after that, up until the point that he
20 withheld Neo. After he withheld Neo, then I got a lot
21 of time off, but I had the flexibility to do so.

22 Q. What are some qualifications of being a 9-1-1
23 dispatcher?

24 A. Well, in order to get the job, you have to have a psych
25 evaluation, a polygraph. You have to be an honest

1 person. No problems.

2 Q. How long were you a 9-1-1 dispatcher?

3 A. For nine years.

4 Q. And --

5 THE COURT: I'm sorry. How many years did you
6 say?

7 THE WITNESS: Nine years.

8 Q (By Ms. Malsam) So, let's go through your Parenting
9 Plan now a bit. Let's talk about the specific things
10 that you do for Neo as a parent.

11 A. Uh-huh.

12 Q. What sort of I should say daily needs of the child do
13 you perform?

14 A. As far as daily needs, brushing teeth, washing his
15 hair, even whatever he needs to put in his hair,
16 providing him food. We go to the park often.

17 Q. Do you provide him with clothing and other --

18 A. Yes, clothing and diapers and wipes.

19 Q. And your home. We spoke a little bit about it earlier.
20 Is that baby-proofed?

21 A. Yes.

22 Q. What other safety measures might you have for small
23 children being in your house?

24 A. I would keep our knives on top of the fridge. That is
25 just a small example. I have got -- there is a little

1 area at the top of the stove where they could climb if
2 they want, so I have it blocked off with a changer
3 table so they can't get up there.

4 Q. Do you have locks, for instance, on the chemicals and
5 things like that?

6 A. Yes. I have an -- actually, the house didn't come this
7 way. I'm renting it, but I replaced the pantry
8 doors -- there is two of them in the kitchen -- with
9 locked door handles. I have a key that I carry around
10 so the kids can't get in there.

11 Q. Would you say that you maintain a loving and stable and
12 consistent relationship with your child?

13 A. Yes, I do.

14 Q. How would you do that? How would you explain what a
15 loving, stable and consistent relationship is?

16 A. I believe that would be part of reading to your child
17 or -- reading to your child. We do some reading, just
18 even holding him, cuddling with him, playing with him,
19 showing him love and affection.

20 Q. And you have other children obviously. How do you help
21 him bond with his siblings?

22 A. I encourage them to play together when we go to the
23 park. We do stuff together like if it is playing on
24 the teeter totter, or whatever, and even at home,
25 sharing toys. Every toy that they had -- they are so

1 close in age. They are two and three years old. Every
2 toy that they have, they share. I try to keep them on
3 a routine so they are not confused.

4 Q. What about relationships with other people, other
5 children and family members?

6 A. Uh-huh.

7 Q. Do you facilitate interaction?

8 A. Yes.

9 Q. In what way?

10 A. We often go over to my friends, which was the daycare
11 provider. All of my kids play with her kids. She has
12 got three kids as well. One of them is four and the
13 other one is just six months younger than Neo, so
14 one-and-a-half. They play with their toys. They play
15 together.

16 Q. And do you provide financial support for the child?

17 A. Yes, I do.

18 Q. We can talk about that in a bit.

19 Let's turn to the Parenting Plan specifically. In
20 here -- we can turn to Page 2. Restrictions on the
21 Parenting Plan. You have in there marked "does not
22 apply." Is that, you know, your wishes for this
23 Parenting Plan?

24 A. As long as Duane attends co-parenting counseling. I
25 see a lot of -- I think it's important that we go to

1 co-parenting counseling because of everything that has
2 gone on so far and all of the conflict that we have had
3 leading up to this point. Even as far as he tells his
4 daughter not to look at me when he comes to bring Neo
5 home, and -- I mean, I'm friends with his daughter's
6 mother. We hang out often. We see her often. Being
7 told not to even look at me or wave at me when she
8 comes to drop him off, I think that is part of the
9 conflict. I'm worried that something like this is
10 going to happen with Neo. I think that co-parenting
11 counseling is very important in this case and would
12 help us work through stuff like that.

13 Q. He hadn't attended co-parent counseling so far. What
14 makes you think that he will do it in the future?

15 A. Maybe if the court were to grant some kind of
16 restrictions on visitation until he at least signed up
17 maybe.

18 Q. So, let's turn to Section 3.1. Since Neo is under
19 school age, what do you propose for under school-aged
20 visitation?

21 A. I'm proposing from Thursday at 5:00 p.m. to Sunday at
22 6:00 p.m. every other week, and then every Thursday
23 from 5:00 p.m. to Friday at 6:00 p.m. I think this
24 would be in the best interest of Neo as far as -- then
25 he is able to attend daycare with my kids during the

1 week and then also be able to split weekends because it
2 is also equally important that he have weekends with
3 his father. That's when he has his daughter. Also,
4 with my family because we often see grandparents and
5 great grandparents on weekends.

6 Q. As far as the Parenting Plan winter vacation, do you
7 have provisions for winter vacation?

8 A. That Neo reside with me, and then there is some
9 information on Christmas. In even years, the mother
10 will have the child from 11:00 a.m. on Christmas Day,
11 and then odd years the father will have --

12 Q. So, basically, alternating a shared visitation during
13 winter vacation?

14 A. Yes.

15 Q. And then other school breaks, such as spring break and
16 things like that, do you have a proposal for that?

17 A. That would also be alternating.

18 Q. During summer, the summer schedule, how would you like
19 that?

20 A. Summer schedule would be the same.

21 Q. The same, oh, okay.

22 Vacation. Do you have provisions for vacation for
23 each party?

24 A. Vacation would be a one-week block of vacations during
25 the summer.

1 Q. As far as holidays, do you have provisions for
2 holidays?

3 A. Just that it is pretty scattered, so we can share
4 holidays each year, alternating.

5 Q. And as far as special occasions, do you have some
6 provisions for special occasions, such as mother's Day
7 and Father's Day?

8 A. Yes. I propose that I have every Mother's Day and he
9 have every Father's Day.

10 Q. And then what about Neo's birthday?

11 A. Neo's birthday would be alternating.

12 Q. A schedule for special occasions. Can you talk about
13 that?

14 A. Where it defines what the special occasion times will
15 be?

16 Q. Yes. But after the time.

17 THE COURT: Involving siblings.

18 Q (By Ms. Malsam) Involving siblings.

19 A. That Neo can attend the siblings' functions.

20 Q. And do you feel that is important because...?

21 A. Because it's important for Neo to participate with
22 siblings for that kind of thing. It is special for a
23 sibling, and they want their siblings to be there as
24 well.

25 Q. As for as priorities, have you included priorities in

1 case there is a conflict?

2 A. Yes.

3 Q. And transportation arrangements. Have you suggested
4 something -- proposed something?

5 A. Yes. The receiving parent be responsible for
6 transportation at the time.

7 Q. And as far as custodial for purposes of IRS
8 determination, would that be you?

9 A. Yes.

10 Q. Under decision-making, what do you propose for
11 decision-making? That would be on Page 7.

12 A. Equal decision-making.

13 Q. Joint decision-making?

14 A. Yes.

15 Q. Did you provide any language that you would like to see
16 included in the order regarding decision-making?

17 A. Yes. If the mother requests input from Mr. Moore, he
18 has seven days to respond via e-mail.

19 Q. If he doesn't respond is there a consequence?

20 A. Then I should be able to go ahead and move forward with
21 making that decision with myself.

22 Q. Why do you feel is it important that this be included
23 in the Parenting Plan?

24 A. Because of previous conflict and silent treatment from
25 Mr. Moore.

1 Q. Has he ever just not responded to you regarding Neo?

2 A. He has. Especially regarding appointments and stuff
3 like that.

4 Q. As far as dispute resolution, does this Parenting Plan
5 contain a dispute resolution process?

6 A. Yes.

7 Q. And what would that be?

8 A. Mediation.

9 Q. On Page 9, did you include some other provisions that
10 you would like to see the court add in their Parenting
11 Plan?

12 A. Oh, yes. That Neo be able to speak with either parent
13 once a day when the other parent has him and attending
14 the daycare with my other children. Even when my other
15 children are present, that Neo still attend the
16 daycare. And then to attend co-parenting counseling.

17 Q. Did you put some stipulation on the co-parent
18 counseling to try to get the father to work with you?

19 A. Yes. So that he has a time constraint because up until
20 this point, he still hasn't gone to co-parenting
21 counseling. We have had daytime restriction on that.

22 Q. That takes care of the Parenting Plan.

23 Is there any other -- anything else that you would
24 like to add to the Parenting Plan that you haven't
25 already included?

1 A. I don't believe so.

2 Q. Now, this Parenting Plan is different than the one that
3 Mr. Moore proposed. He said, in his opening statement,
4 that you had been following a different Parenting Plan.
5 Do you want to clarify with the court what the
6 Parenting Plan has been?

7 A. Yes. We did follow the agreed upon, but it wasn't from
8 December 14th like Mr. Moore stated in his opening
9 statement. It was technically starting the 28th of
10 December. We got back from Canada on the 27th.
11 Mr. Moore brought Neo home on Monday morning and then
12 told me that I was to keep Neo. Because I was on
13 vacation until Friday morning, he would come get him,
14 and that way I would have him on New Year's.

15 Q. You weren't really following the Parenting Plan. It
16 was just Mr. Moore telling you what you were going to
17 do?

18 A. Yes.

19 Q. As far as the Parenting Plan that he proposed, he --
20 again, it is different than what you are proposing
21 today. Is there a reason for that?

22 A. Yes. I was willing to settle because I didn't want to
23 have to come to trial. I didn't want conflict with
24 Duane any further. I was hoping that we would settle.
25 Duane seemed to be in agreement to that. However, the

1 order that he signed was different from the order that
2 we submitted to him. He changed a lot of words in it.

3 Q. So, other changes in your life right now, do you have
4 other changes in your life?

5 A. Yes. A new job. That also is another reason this
6 Parenting Plan will work. New set hours. Duane,
7 basically, stated that he works Monday through Friday.
8 I will be working Monday through Friday. The kids
9 could then have a stable daycare environment where they
10 get dropped off at the same time with each other. I
11 haven't been able to trust that Duane will --

12 THE COURT: This is kind of a ramble at this
13 point. The question, do you have a new job and new
14 hours? She says, yes. Now we have all of this other
15 stuff.

16 Q (By Ms. Malsam) So, you have a new job. How does that
17 impact the Parenting Plan?

18 THE COURT: Let me ask you this, what is the new
19 job?

20 MS. MALSAM: I was going to get that to later, but
21 okay.

22 Q (By Ms. Malsam) What is the new job?

23 A. Postal worker job.

24 Q. Can you tell me a little bit about that job?

25 A. It's a city carrier where I would drive the delivery

1 truck and deliver mail.

2 Q. When do you begin that job?

3 A. The 19th of this month, January.

4 Q. So you just got that job?

5 A. Yes.

6 Q. Again, how do you think this new job will impact the
7 Parenting Plan that you have submitted?

8 A. Based on the schedule -- before, I had an open
9 schedule. I was home, and now I will have a work
10 schedule.

11 Q. Let's turn to financial issues.

12 THE COURT: What is the schedule going to be?
13 Monday through Friday?

14 THE WITNESS: 7:00 a.m. to 3:30 p.m.

15 THE COURT: Okay.

16 Q (By Ms. Malsam) Now, you are employed. What is --
17 we'll turn to financial issues. What is your new rate
18 of pay?

19 A. \$16 an hour.

20 Q. And do you know if you are going to get overtime or
21 not?

22 A. I don't know at this time.

23 Q. For purposes of child support, did you use \$16 an hour
24 as your income?

25 A. Not in the original findings.

1 Q. Did you use it in the new worksheets and Child Support
2 Order that you presented today?

3 A. Yes. They are in the new worksheets.

4 Q. Do you take a deduction for 401(k) or retirement?

5 A. I'm not sure at this time on those things.

6 Q. Right now, you just don't.

7 A. Yeah.

8 Q. As far as health insurance, do you pay health insurance
9 out of pocket for the child?

10 A. No.

11 Q. And but the child does have health insurance?

12 A. He does have health insurance, yes.

13 Q. And do you know what you use for the income for
14 Mr. Moore?

15 A. We used his -- on the new sheet, we used his income
16 from the administrative hearing that we had when Duane
17 withheld Neo. He then applied for child support. That
18 seemed to be more accurate information than we had
19 prior to that when we first filed the Parenting Plan
20 because we had to guess his income.

21 Q. Can you turn to page -- or to Exhibit No. 26, please?
22 Can you tell me what that is?

23 A. This is the old income.

24 Q. And can you -- is this from the administrative order?

25 THE COURT: I'm sorry, the exhibit number again?

1 MS. MALSAM: 26.

2 THE COURT: Thank you.

3 Q (By Ms. Malsam) You can tell if you look at the last
4 page.

5 A. Yes. This one is from the administrative order.

6 Q. On Page 5, can you see that? There is a deviation
7 listed there talking about whole family deviation and
8 things like that.

9 A. Yeah, whole family.

10 Q. Now, these worksheets, can you explain to the court,
11 because it is kind of confusing, why you had to have an
12 administrative hearing? .

13 A. We had one in the first place because Duane was
14 withholding Neo. I did not have a choice for him to
15 have Neo. He went ahead and applied for child support,
16 so I requested a hearing. They determined that there
17 was some deviations, but I ended up having to pay some
18 support because Mr. Moore did, in fact, have Neo during
19 that time, so he needed some support.

20 Q. And so this hearing was held after the temporary order?

21 A. Yes.

22 Q. And the deviation is for support paid for your
23 children. This is not a deviation for Mr. Moore.

24 A. Yes.

25 Q. So, you ended up having to pay child support?

1 A. Yes.

2 Q. And were you -- okay.

3 MS. MALSAM: I would like to enter Exhibit 26.
4 That is already marked into evidence.

5 THE COURT: Any objection to the admission of
6 Exhibit 26?

7 MR. MOORE: As long as I can supply the rest of
8 the documents that go with this that I have, I do not
9 object as long as I'm able to supply those documents
10 that go with it. That came from the court themselves.
11 There is a lot of them. There is two packets that came
12 with this one page, if I could submit that as well.

13 THE COURT: Well, since I don't know what those
14 are, I'm not sure that you can get them admitted.
15 Maybe you will; maybe you won't.

16 Understanding that possibility, any objection to
17 Exhibit 26?

18 MR. MOORE: Yes.

19 THE COURT: What's the ground?

20 MR. MOORE: Well, just -- I'm not sure if that
21 will make a difference, so I guess that will be the
22 objection.

23 THE COURT: You don't know if what will make a
24 difference?

25 MR. MOORE: The ones that you said you're not

1 sure, if you'll accept it and go with this for that
2 hearing.

3 THE COURT: I don't know what they are. Show them
4 to counsel, first.

5 MR. MOORE: I'm sorry?

6 THE COURT: Show them to counsel, first.

7 MS. MALSAM: Your Honor, unfortunately, Mr. Moore
8 did not provide any documents to me. According to the
9 rules, he was supposed to have given me all of his
10 documents by January 1st, which is kind of odd because
11 it was New Year's. So, December 31st. I haven't, you
12 know -- I haven't really looked at these.

13 THE COURT: Go ahead and look at them now.

14 MS. MALSAM: Okay. (Perusing document.) I'm not
15 sure -- I see that it is an order of -- he doesn't have
16 the ability to enter these.

17 THE COURT: Well, I'm thinking since I don't know
18 what these documents are -- I'm guessing here a little
19 bit, but this may have something to do with what we
20 call the doctrine of completeness. I mean, are these
21 other documents that are necessary from the
22 administrative hearing or are these from some other
23 proceeding?

24 MS. MALSAM: It appears to be from the
25 administrative hearing; however, I'm just supplying

1 worksheets for the father's income at the
2 administrative hearing, not the actual -- what happened
3 at the final order or anything. She testified that she
4 was ordered to pay child support for the time that
5 she -- that Neo was living with him, and it's more just
6 to show we have no income information from Mr. Moore at
7 all.

8 I mean, I don't necessarily object to having these
9 entered. It is just that I don't know how he can do it
10 sitting here with no copies for anybody.

11 THE COURT: It is not the end of the world if we
12 don't have copies. We can make copies.

13 Are these documents necessary to somehow complete
14 this stuff? You are saying "no" because you are
15 looking at just the raw numbers that came from there.

16 MS. MALSAM: Exactly.

17 THE COURT: Well, let me take a look at them.

18 Why is it so important that we have all of this
19 information?

20 MR. MOORE: It just completes the documentation.
21 There is language directly from the judge in regards to
22 even income and things like that.

23 THE COURT: How is that relevant here? I mean,
24 the issue that they are trying to establish is what
25 your income is.

1 MR. MOORE: Okay.

2 THE COURT: Does this tell me that?

3 MR. MOORE: Well, I have --

4 THE COURT: I mean, it does make a finding of what
5 your net pay income is.

6 MR. MOORE: I have paystubs, if you want to see
7 those. There is only three of them.

8 THE COURT: That would be good, too.

9 I'll tell you what -- there is two different
10 documents here. One is clipped together, and it says
11 pre-hearing letter, but also includes a number of
12 documents that are related to orders that were entered
13 in this file already in our court case, that is, that
14 apparently were made as part of the administrative
15 record in front of the Department for Child Support --
16 the Division of Child Support, I should say.

17 MR. MOORE: I was told that you would like all of
18 the information that has already been --

19 THE COURT: We will call that one exhibit.

20 Mrs. Winnie, what is the next number?

21 JUDICIAL ASSISTANT: That is going to be 30.

22 THE COURT: Then there's the final order. That is
23 a separate document, and we will call that 31.

24 After looking at both of those, it doesn't seem to
25 me that they are -- there is anything about them that

1 needs to be part of Exhibit 26.

2 26 is admitted.

3 (Exhibit No. 26 Admitted.)

4 THE COURT: It may well be that we ought to admit
5 those documents later, but that's not the case.

6 MR. MOORE: Do you want the paycheck stubs?

7 THE COURT: We will get to that.

8 MR. MOORE: Okay.

9 THE COURT: 26 is admitted over objection.

10 I will identify the other couple of documents that
11 we've just indicated.

12 We are now after noon. We will take our noon
13 recess. We will see you back here at 1:30.

14 (Off the Record - Recess.)

15 THE COURT: Ms. Vallee, you were on the stand.

16 Please come on back.

17 MS. MALSAM: Good afternoon.

18 Q (By Ms. Malsam) I just want to back up one minute to
19 ask you a question about your job at 9-1-1. Why did
20 you leave your job?

21 A. Well, I found myself with, you know, four little kids
22 that -- this job takes a majority of your time, and
23 there is a lot of overtime. You are constantly
24 working. I felt it was in the best interest of my kids
25 to have me at home.

1 Q. And as far as -- let's look at your financial
2 declaration that is under Exhibit 3. Can you turn to
3 that? Do you recognize this document?

4 A. Yes.

5 Q. What is it?

6 A. It is a financial declaration.

7 Q. Is it your financial declaration?

8 A. Yes.

9 Q. And will you turn to the last page of the exhibit? Is
10 that your signature?

11 A. Yes.

12 MS. MALSAM: Your Honor, we move to admit this
13 document, No. 3, already marked as No. 3 into evidence.

14 THE COURT: Any objection to the admission of
15 Exhibit 3?

16 MR. MOORE: No.

17 Could you tell me all of the numbers that were
18 submitted, please? Is that okay?

19 THE COURT: The exhibits that have been admitted?

20 MR. MOORE: Yes. That have been submitted from
21 here already -- up to through.

22 THE COURT: I assume all of you -- are talking
23 having been submitted being marked or admitted into
24 evidence?

25 MR. MOORE: Just what you just asked me, if there

1 is any -- if I object to it or anything like that.

2 THE COURT: Do you object to Exhibit No. 3?

3 MR. MOORE: Yes. Which ones did you ask?

4 THE COURT: I think what you're asking for is,
5 which exhibits have been admitted by the court?

6 MR. MOORE: Yes.

7 THE COURT: Ms. Winnie, you have your --

8 JUDICIAL ASSISTANT: I have 9, 12, 19, 22, 26.

9 THE COURT: Do you have any objection to 3?

10 MR. MOORE: No.

11 THE COURT: 3 is admitted.

12 (Exhibit No. 3 Admitted.)

13 MS. MALSAM: Thank you.

14 Q (By Ms. Malsam) Let's turn to your financial
15 declaration. Can you just -- I mean, we are not going
16 to go through every single line here. Do you -- is
17 this an accurate portrayal of your finances at this
18 time?

19 A. Yes.

20 Q. Is it based on the job that you had before or the money
21 that you will be getting from your new job?

22 A. It will be based on my new job.

23 Q. And do you receive child support for your other
24 children?

25 A. Yes.

1 Q. How much is that?

2 A. I receive \$370 for Aman, and \$600 for my twins.

3 Q. And you mentioned earlier that you have a roommate.

4 Does he pay rent?

5 A. He pays \$450 for rent.

6 Q. Does he help you out with baby-sitting and that sort of
7 thing?

8 A. Yes, he does.

9 Q. As part of his rent?

10 A. (Nodding.)

11 Q. Let's go to how much do you pay for your housing?

12 A. The total rent \$1,450, so I pay \$1,000.

13 Q. You pay \$1,000, and he pays the other \$450, correct?

14 A. Yes.

15 Q. Your utilities. You have written in something here for
16 utilities?

17 A. I pay all of the utilities.

18 Q. What do you pay for utilities?

19 A. Should I read the list for each one?

20 Q. Just the total.

21 A. \$490.

22 Q. That includes basic utilities?

23 A. Basic utilities.

24 Q. And telephone.

25 A. And telephone, yes.

1 Q. And how many total people in the house do you supply
2 food for?

3 A. Five.

4 Q. And what is your average food bill a month?

5 A. About \$800. Because we get help with food, \$500
6 out-of-pocket money.

7 Q. You receive assistance for food?

8 A. We do, yes.

9 Q. How much is that?

10 A. That is \$690.

11 Q. Are there expenses -- will there be expenses for
12 daycare?

13 A. There will be, yes.

14 Q. What are the expenses?

15 A. I don't have an estimate of what those expenses would
16 be. There is a possibility that I could be receiving
17 help with daycare, but I don't have that information
18 yet either.

19 Q. Are you expecting that both parents pay a proportion of
20 the daycare?

21 A. Yes.

22 Q. Transportation. Do you owe any debts on your vehicles?

23 A. Not debts as far as vehicle payments, no.

24 Q. You list vehicle payments or leases on your...

25 A. Yes. I don't have any.

1 Q. So, that's finished now?

2 A. That's finished, yes.

3 Q. We can cross that \$180 off.

4 You pay for gas and ordinary maintenance?

5 A. The \$180 is for insurance.

6 Q. That is insurance?

7 A. Yes.

8 Q. It is kind of hard to follow that over there, I guess.

9 You have expenses for transportation, in other
10 words?

11 A. Yes.

12 Q. And how about healthcare, health insurance? Do you
13 have any expenses for that?

14 A. Not at this time.

15 Q. Do you have health insurance for yourself?

16 A. Not for myself. Just for my kids.

17 Q. So, that's an expense that is not listed here that you
18 are going to --

19 A. We have state insurance at the moment.

20 Q. For the children?

21 A. Yes, for the children.

22 Q. But for yourself?

23 A. For myself?

24 Q. You are going to need to get insurance?

25 A. Yes.

1 Q. As far as personal expenses, you have listed that you
2 have some personal expenses?

3 A. Yes.

4 Q. And that's about it.

5 Right now, your debts listed; can you tell me
6 about those?

7 A. The installment debts that are listed?

8 Q. Yes.

9 A. Those were my cars at the time. One payment has been
10 taken over. \$15,000 was taken over by my mother, and
11 the \$12,000 has been paid off.

12 Q. So, those are debts that are not listed in your
13 financial declaration.

14 A. Right.

15 Q. Have you incurred attorney's fees at this time for the
16 entire case?

17 A. Yes.

18 Q. Approximately, how much for the entire case?

19 A. Approximately, \$8,700.

20 Q. How have you been paying for that?

21 A. With my retirement funds.

22 Q. Are you completely paid up on your account right now?

23 A. No.

24 Q. About how much have you paid so far?

25 A. \$4,500.

1 Q. Is this financial declaration -- I mean, it shows your
2 average monthly expenses. Is this -- when you have
3 this kind of money and these expenses, are you able to
4 make ends meet?

5 A. It is very difficult with expenses like this.

6 Q. So, you rely on child support?

7 A. I rely on child support, leftover retirement, and just
8 the help -- the food help that we get from the State.

9 Q. Are you asking this court to award attorney's fees in
10 this case?

11 A. Yes, I am.

12 Q. And why are you doing that?

13 A. Because we have had a lot of extra paperwork up to this
14 point that we have had because of things that Mr. Moore
15 has done as far as the contempt hearing. We also had
16 the revision motion, which he had a right to that. All
17 of the extra e-mails that we had to do as far as coming
18 to a settlement agreement. There are several
19 communications regarding that, and then we wind up
20 still here in trial.

21 Q. As far as attorney's fees, are you asking for
22 attorney's fees for the entire case or something
23 specific?

24 A. Just about \$6,400 to cover the costs of all of the
25 extra stuff that we had to do.

1 Q. The extra stuff like the contempt motion?

2 A. Like the contempt motion.

3 Q. The need to have trial here today.

4 A. The need to have trial. Precisely.

5 Q. Let's start with the contempt motion. You filed a
6 motion for contempt. Obviously, you just said so. Why
7 did you do that?

8 A. Because Mr. Moore was not paying any child support or
9 attending co-parenting counseling.

10 Q. Had you made many attempts to try to get him to comply
11 with the orders?

12 A. Yes, I did.

13 Q. And so, ultimately, I filed for contempt -- a motion
14 for contempt; is that true?

15 A. Yes.

16 Q. And what ended up happening with the contempt?

17 A. We ended up agreeing and dismissing the contempt placed
18 on -- Mr. Moore said that he had already paid child
19 support. He said that it was being processed through
20 child support services. He said that he would attend
21 co-parenting counseling.

22 Q. Would you turn to Exhibit 18, please? Can you tell me
23 what this is?

24 A. This is the Order for Dismissal of the Contempt.

25 Q. And can you tell me the date of this order?

- 1 A. October 2nd.
- 2 Q. No.
- 3 A. November 2nd? November 2nd.
- 4 Q. Of 2015?
- 5 A. 2015.
- 6 Q. What was the agreement in the order part?
- 7 A. I'm sorry, the agreement?
- 8 Q. Yes. Well, what did the court sign off on as to what
- 9 was ordered? It would be on the second to the last
- 10 page.
- 11 A. The order is dismissed. The petitioner be granted
- 12 permission to take the child to Canada. The respondent
- 13 be granted permission to take the child to Colorado for
- 14 Thanksgiving. The respondent will enroll in counseling
- 15 as previously ordered by the court.
- 16 Q. Now, in order to agree to this, did you -- did
- 17 Mr. Moore represent that he had paid child support?
- 18 A. He did.
- 19 Q. He did represent it or he did pay it?
- 20 A. He represented it. He said that it was going to take
- 21 some time to go through child support services.
- 22 Q. Did you ever end up paying [sic] that child support?
- 23 A. I ended up receiving it on December 31st, 2015.
- 24 Q. So, almost two months later?
- 25 A. Yes.

1 Q. And did he ever sign -- enroll or sign up for co-parent
2 counseling?

3 A. He did not.

4 Q. Did you give him that opportunity to pick a counselor
5 of his choice?

6 A. I did. He asked if he could choose a counselor that he
7 had already been seeing, and I said that I suppose any
8 counselor would do.

9 Q. And, again, did he engage in co-parent counseling at
10 all?

11 A. He did not.

12 Q. So, you incurred attorney's fees because of having to
13 file for contempt in this case?

14 A. I did, yes.

15 Q. Now, as far as the settlement, you mentioned that
16 another extra expense was the trial in this case; is
17 that true?

18 A. Yes.

19 Q. And so why do you think that he -- do you think he was
20 in bad faith with his settlement negotiations for the
21 final Parenting Plan?

22 A. Yes, he was.

23 Q. Why do you think that?

24 A. He said that he was going to agree -- he said that he
25 was going to agree to the final order that we came up

1 with. The judge suggested -- one of them suggested in
2 the settlement conference. The judge specifically told
3 Duane at the settlement conference, you need to get
4 back to Ms. Malsam before she leaves for vacation on
5 the 24th. It wasn't until about the 23rd where he
6 said, have your attorney write things up. I will go
7 ahead and agree to that order. I let you know.

8 It wasn't until -- January 10th, I believe, it was
9 where he finally said that he e-mailed those orders
10 back. And then once we finally did receive and were
11 able to view the orders, they were different and many
12 of the orders had been changed by Mr. Moore.

13 Q. So, I mean, theoretically, Mr. Moore -- do you think
14 Mr. Moore would have, you know, an opportunity or
15 counterproposal to something that you sent to him, say
16 I disagree or agree with something that -- the orders
17 that you send to him?

18 A. Would he have the opportunity?

19 Q. Would it be normal for somebody to say that -- if you
20 sent orders to Mr. Moore, for instance, and he
21 disagreed with them, that he could send you like a
22 counterproposal back. You either agree or disagree.
23 Is that seemingly normal?

24 A. Absolutely.

25 Q. Is that what happened in this case?

1 A. It did not, no.

2 Q. So, I would like you to turn to Exhibit 22. No. Wait.
3 Maybe not. It is 25. Can you look through those
4 e-mails and kind of give me sort of the overall idea of
5 what's going on with this set of e-mails? And I will
6 go through them in detail with you in a moment.

7 A. Okay. These e-mails are the communications on the
8 settlement plans that Duane was to sign.

9 Q. So, these were communications regarding the settlement
10 of the final Parenting Plan?

11 A. Yes.

12 Q. Will you turn to the first page of 25? What's the date
13 on that e-mail?

14 A. December 30th.

15 Q. And what's the gist of this e-mail?

16 A. This is after Duane had told me go ahead and have your
17 attorney write up the orders and I'll sign them. My
18 attorney went ahead and attached the orders. This is
19 the e-mail that the orders were attached to and sent to
20 Mr. Moore.

21 Q. And the date of that is what?

22 A. The date of that is December 30th.

23 Q. Where was I?

24 A. On vacation. He was not supposed to -- he was supposed
25 to have this all communicated prior to December 24th.

1 Q. Can you turn to Page 2? Will you state the date of
2 that e-mail?

3 A. January 10th.

4 Q. And the time?

5 A. 11:31 a.m.

6 Q. What's the day?

7 A. Sunday.

8 Q. Sunday. What's the gist of this e-mail?

9 A. This is Mr. Moore letting you know that he e-mailed
10 this sign Parenting Plan, Child Support Order,
11 worksheets, and settlement sheet.

12 Q. Can you turn to No. 3, please? Can you describe what
13 is going on in this set of e-mails starting at the
14 bottom?

15 A. In this set of e-mails, you are asking him for the
16 Notice of Settlement as soon as possible so we can let
17 the court know. Mr. Moore advised that they were
18 delivered January 11 at 1:05 p.m. at your office. You
19 are communicating with Mr. Moore that you did not
20 receive them. Your office mate that was at the office
21 said that they did not arrive.

22 Q. Can you actually read the last line on the last -- at
23 the bottom of the page?

24 A. Yes.

25 Q. And tell me who is asking the question.

1 A. This e-mail is from my attorney to Mr. Moore. Did you
2 make any handwritten changes to the order prior to
3 signing them?

4 Q. Did he answer that question? Go back to that question.
5 Did he answer that?

6 A. No, he did not answer that.

7 Q. In the next e-mail to him, what was the last line of
8 that e-mail? Or, just read the whole e-mail.

9 A. Hi. I'm not there in my office. My office mate said
10 that they weren't there. No way to confirm. Why don't
11 you tell me if you signed the documents that I e-mailed
12 you that way I can send the Notice of Settlement from
13 where I am at today.

14 Q. And can you turn to the next page?

15 A. (Perusing document).

16 Q. Can you read his response in the middle of the page?
17 At the bottom, he is responding to an e-mail that you
18 have just already read. I'm asking him when did you
19 send it, and he responds to me back -- I'm still
20 talking about handwritten changes. He replies back,
21 which you have already read, that UPS shows that the
22 documents were delivered. I responded back to him.
23 What did I ask him to do?

24 A. To respond to the e-mail that shows the attached
25 documents.

1 Q. Can you turn it to the next page? At the bottom of the
2 page, you have already read that one. That's where I
3 asked him where he sent the order and if he made any
4 handwritten changes prior to the order. How did you
5 respond to that?

6 A. He said, I mailed all four documents on Friday. You
7 should get them today or tomorrow. I did not handwrite
8 anything on them. I attached the signed settlement
9 form that you just sent me. Let me know that you
10 received it, please.

11 Q. On the next page, I sent an e-mail to him asking him
12 to -- what? At the top of the Page 6.

13 A. You asked, again, to confirm that these are the orders
14 that he signed.

15 Q. And are there orders attached to that e-mail?

16 A. There are, yes.

17 Q. Is the e-mail below that, the forwarded, the same
18 e-mail that was sent originally on Wednesday,
19 December 30th, 2015?

20 A. Yes.

21 Q. The next page, in the middle, you have already
22 confirmed that I sent an e-mail asking him to please
23 confirm that these are the orders that you signed. I
24 sent another e-mail. What does that e-mail say?

25 A. The orders didn't come in the mail today. I am in a

1 settlement conference the next two days and may not get
2 to my office at all. I cannot send the notice to the
3 court until I get confirmation from you that these are
4 the documents that you signed.

5 Q. Are the documents attached?

6 A. Yes.

7 Q. And then the next page. At the very bottom is the
8 original -- an e-mail that you have already confirmed
9 that I asked for the handwritten changes and when the
10 Notice of Settlement was made. In the middle is a
11 return e-mail from him. How did he respond to that?

12 A. He says, you have supplied several documents, and I
13 have returned -- signed the latest ones that I have
14 already specified that I have sent to the same address
15 that you have sent your package from. I trust the post
16 office and believe they are there. Please take time to
17 go to your office and obtain the documents. I'm sorry,
18 but I will be very busy today just as yesterday. I
19 will not have spare time to communicate about what has
20 already been resolved.

21 Q. Did I send a response to that?

22 A. You responded and said, I'm in Chelan County. I'm not
23 able to chat, but I believe that you have altered the
24 documents or not sent the right ones. I have no choice
25 but to show up at trial on Thursday since you're so

1 stubborn and not responding to the e-mail that I asked.

2 Q. And then the next page. Can you tell me what this is?

3 A. This is you contacting your office mate to ask if
4 Duane's mail had shown up.

5 Q. What did she say?

6 A. She said your mailbox was empty.

7 Q. What date was that?

8 A. That was on Monday, January 11.

9 Q. And then the next day, is there an e-mail followup?

10 A. The next day, on January 12, she wrote you back and
11 said that something came today from Duane Moore.

12 Q. And the next page, I sent -- the original message has
13 already been talked about. I asked Mr. Moore to please
14 confirm that these are the orders that you signed, that
15 were attached to the e-mail. He sent me an e-mail
16 back. What did he say?

17 A. I received the documents on Wednesday, December 30th,
18 2015 via e-mail. I signed, sealed, and post office
19 delivered the Parenting Plan, the Child Support Order,
20 the support worksheet, and the settlement document as
21 stated in my e-mail before. All of the documents that
22 require my signature are to be valid. They were
23 delivered at your office on Monday morning via post
24 office confirmation. If your colleague can scan them
25 to you, then you can confirm all signed documents that

1 are needed in order to move forward, so we can move on.
2 This is the last e-mail that I will follow up with for
3 now as I'm extremely busy.

4 Q. So, the next page, can you talk about the e-mails here?

5 A. The e-mails here is then my attempt to try to get him
6 to say that those are the documents that he signed
7 unaltered.

8 Q. And will you read what you sent him? Let's start with
9 what -- at the beginning of the conversation, which is
10 on Page 12, moving backward.

11 A. The original e-mail that I sent to him. Duane, Kelly
12 needs you to respond to the email that she sent to you
13 with the attached documents to confirm those are the
14 exact documents that you signed. She needs to strike
15 the trial today and does not have the document in hand.
16 She won't be able to cancel the trial without your
17 confirmation that nothing was changed in those
18 documents, and we will then have to show at trial on
19 Thursday. If you can do that ASAP, thanks.

20 Q. How did he respond?

21 A. He said, I have already done that. I'm not sure as to
22 why she wants repeated submittals. I have answered her
23 three times. I think that is enough. The documents
24 were received yesterday at 10:00 a.m. There is nothing
25 else that I can do for her. I need to focus now.

1 Thank you.

2 Q. And then in the middle, he writes again. What does he
3 say?

4 A. He said, resent to her for the fourth time just a
5 minute ago. I can do no more. I really need to focus
6 now. Thank you.

7 Q. How did you respond to that?

8 A. I said, but the problem is, she doesn't want you to
9 simply say that you signed the latest documents.. She
10 needs you to say that you signed the documents as they
11 were and not altered since she does not have the
12 documents in hand and her office said that they are not
13 there. That way she can strike the trial.

14 Q. Did he ever do that?

15 A. He did not, and he never responded to that e-mail
16 either.

17 Q. Can you please turn to Exhibit 23? Can you look
18 through those documents and tell me what they are?

19 A. This is the Parenting Plan from the settlement
20 conference.

21 Q. Is this the Parenting Plan that was sent on
22 December 30th, 2015?

23 A. Yes, it is.

24 Q. And the Child Support Order that was sent on --

25 A. Yes, the Child Support order.

1 Q. Can you turn to exhibit --

2 MS. MALSAM: Your Honor, this has already been
3 marked as Exhibit 23. I would like to enter it into
4 evidence.

5 THE COURT: Any objection to the admission of
6 Exhibit 23?

7 MR. MOORE: It seems like something is missing.

8 THE COURT: I'm sorry, Mr. Moore. What did you
9 say?

10 MR. MOORE: There seems to be something missing.

11 MS. MALSAM: He may be talking about the -- I
12 redacted the actual settlement proposal because I
13 didn't want it to be admitted as an offer of
14 settlement.

15 MR. MOORE: There is nothing there. I don't agree
16 to this. The information was completely whited out
17 with the lines on 3.1. This is the first time that I
18 have seen this one today.

19 THE COURT: Counsel, response?

20 MS. MALSAM: Again, this is a copy of the document
21 sent to him on December 30th minus parts of settlement
22 that we made that needs to be redacted because
23 settlement offers are inadmissible as evidence.

24 MR. MOORE: 25 was about settlement as well.

25 MS. MALSAM: I'm going to get to that, too.

1 THE COURT: Objection is sustained.

2 Q (By Ms. Malsam) Will you turn to page -- or to
3 Exhibit 24? Can you tell me what these documents are?

4 A. These are the documents that Mr. Moore sent back signed
5 with changes.

6 Q. So, let's take a look at page --

7 MR. MOORE: The same thing was done to this. I
8 object to this all.

9 THE COURT: Nobody has moved for its admission at
10 this point.

11 MR. MOORE: Okay.

12 Q (By Ms. Malsam) Will you turn to Page 9, please? Do
13 you see Mr. Moore's signature on that?

14 A. I do.

15 Q. Will you turn to Page 23, please? Do you see
16 Mr. Moore's signature on that?

17 A. I do.

18 Q. As far as your knowledge, are these the documents that
19 he said that he signed and sent to my office?

20 A. Yes.

21 Q. Will you turn to Page 24 or -- or No. 24, Page 5 --
22 sorry. Under 3.12, destination of custodian. There is
23 a circle. What word is in the circle?

24 A. "Not."

25 Q. So, does this now read: The child named in this

1 Parenting Plan are scheduled to reside the majority of
2 the time with Kayla Vallee. This parent is not
3 designated the custodian of the child?

4 A. It does read that, yes.

5 Q. Will you turn back to Exhibit 23, Page 5? Again, this
6 being the document that we sent on December 30th that
7 Mr. Moore stated over and over and over that he signed?

8 A. Yes.

9 Q. Without alterations?

10 A. Yes.

11 Q. What does it say there about the custodial --

12 A. The parent is designated the custodian.

13 Q. He changed it from "is" to "is not"?

14 A. He did.

15 Q. Did he say in opening statement earlier that he thought
16 that you should be the custodial parent?

17 A. He did say that.

18 Q. However, in the signed documents, he said that you
19 should not be the custodian?

20 A. He did.

21 Q. Can you turn to Page 7? Exhibit No. 24, Page 7. Under
22 4.2, is there a circle?

23 A. Yes.

24 Q. Now, earlier you testified that it was important that
25 you have language in the paperwork so that in case

1 Mr. Moore wouldn't cooperate with you, you need --
2 needed a decision, that you would have a remedy for
3 that without going to court; is that true?

4 A. Yes.

5 Q. How did he change this?

6 A. He changed it from "she shall be able to make the sole
7 decision" to "she shall not be able to..."

8 Q. Can you turn to Page 24, No. 8 -- Page 8. I'm sorry,
9 Exhibit 24, Page 8. Do you see circles there?

10 A. Yes.

11 Q. What do they read in there? What does it read now?

12 A. That the child shall not attend daycare with the
13 mother's children.

14 Q. Can you quickly turn back to Exhibit 23? The document
15 that we submitted on December 30th that he had said
16 over and over that he had signed. On Page 8, see what
17 was there.

18 A. The child shall attend daycare with the mother's
19 children.

20 Q. Certainly, you had testified earlier that it would be
21 very important that all of your children attend daycare
22 together?

23 A. Absolutely.

24 Q. And there is another couple of circles there. How have
25 those changed?

- 1 A. He added, "it will not be considered a bad faith
2 violation" in both of those parts.
- 3 Q. And Exhibit No. 22.
- 4 A. 23.
- 5 Q. 23, I'm sorry. On Page 8, does the word "not" appear
6 there?
- 7 A. It does not.
- 8 Q. And then on page -- or Exhibit 24, Page 14 of the Child
9 Support Order 3.12, is there another circle, circled
10 word?
- 11 A. Yes.
- 12 Q. What was it changed from?
- 13 A. It should have said withholding action may be taken
14 against wages/earnings. He put "may not be taken."
- 15 Q. And on Exhibit 23, Page 14, does it show the "not"
16 there?
- 17 A. It is not there.
- 18 Q. The "not" is not there?
- 19 A. The "not" is not there.
- 20 Q. And then on Exhibit 24, Page 15, postsecondary
21 educational support, did Mr. Moore change that?
- 22 A. He did.
- 23 Q. What did he do?
- 24 A. He changed the word "provided" to "unprovided."
- 25 Q. 3.14.

1 A. Up at the top, he has added the word "not" again.

2 Q. The right to request postsecondary support is not
3 reserved.

4 A. Correct.

5 Q. And what did the original documents say on that same
6 page?

7 A. The original said that the postsecondary support is
8 reserved.

9 Q. Under the income tax exemption, how did he change that?

10 A. He changed that from "provided" to "unprovided."

11 Q. How about on Exhibit 24, Page 19? You had language in
12 the Parenting Plan about financial information if you
13 got a job. At the time that we sent this out, you
14 didn't have a job; is that correct?

15 A. Correct.

16 Q. So you wanted to be able to -- or did you want to be
17 able to adjust child support, if necessary, and you
18 wanted his cooperation?

19 A. Yes.

20 Q. Did he change that?

21 A. He did.

22 Q. From...?

23 A. "From shall receive attorney's fees" to "shan't receive
24 attorney's fees."

25 Q. Was this, Exhibit No. 24, the exhibit that he had said

1 four times in e-mails to me that he had signed without
2 changes or alterations?

3 A. It is.

4 Q. And does it appear, when you look at this set of
5 papers, that it came from me as far as it looks like my
6 pleadings?

7 A. No, it does not.

8 Q. I mean, as far it looks like I wrote it up?

9 A. It looks like you wrote it up, yes.

10 Q. How difficult do you think it would be or was it to see
11 these subtle changes in this Parenting Plan?

12 A. Very difficult.

13 Q. So, therefore, you did not have a settlement on the
14 Parenting Plan or Child Support Order as of what date?

15 A. As of January 13th.

16 Q. That's today, isn't it?

17 A. Today is the 14th.

18 Q. I guess so. So, were you forced to come to trial or
19 sign the Parenting Plan or accept the Parenting Plan as
20 he had changed it?

21 A. Yes.

22 Q. So, do you think is that the reason that you think that
23 Mr. Moore should pay your attorney's fees?

24 A. Yes, it is.

25 Q. And the attorney's fees for the contempt motion and the

1 trial, what do you feel are reasonable attorney's fees
2 for that?

3 A. \$6,400.

4 MS. MALSAM: Your Honor, I have an attorney fee
5 declaration to submit to the court for the attorney's
6 fees incurred for the contempt motion and the trial,
7 and you do have a copy in your notebook, but I can hand
8 it up as well.

9 THE COURT: Do you have an original filed with the
10 court?

11 MS. MALSAM: I'm going to file this original with
12 the court. It is an original right here. It does
13 request attorney's fees, but that doesn't account for
14 the attorney's fees for today. I didn't want to file
15 it without today -- being able to put today's hours on
16 it as well.

17 THE COURT: Well, you can submit it whenever you'd
18 like.

19 MS. MALSAM: Okay.

20 THE COURT: All right. Until you submit it, I
21 don't have it.

22 MS. MALSAM: Okay. Should I file it or give it to
23 you?

24 THE COURT: Until it is filed with the court.

25 MS. MALSAM: Okay. I just wanted to let you know

1 it is available to you.

2 THE COURT: I understand you say there is a copy
3 in here. Obviously, it's not finished because you --

4 MS. MALSAM: I will file it with the court today.

5 That's all for now.

6 THE COURT: Cross-examination, Mr. Moore.

7 MR. MOORE: Yes.

8 CROSS EXAMINATION

9 BY MR. MOORE:

10 Q. It is hard for me to keep track of what she was saying,
11 but I will try my best.

12 There was a discussion, I guess, about the
13 vacations and the timeframe that Mrs. Vallee took from
14 work or had to be able to take from work. I just
15 wanted you to know that there was no vacation taken
16 between that time --

17 THE COURT: Hold on a second, Mr. Moore.

18 MR. MOORE: Am I just cross-examining just these?

19 THE COURT: No. The thing is, cross-examination
20 means that you can ask her questions based on the
21 materials that have already been submitted, the
22 exhibits, or her testimony. If you want to clarify it,
23 if you want to add something, if you want to go into
24 something new that relates to those issues, you can do
25 so by asking her questions.

1 If you want to say, yourself, hey, it didn't
2 happen like that, or whatever it is that you want to
3 say, you have to testify. When that time comes, we
4 will swear you under oath, and then you can make
5 whatever statement that you want to make. For now, it
6 is your opportunity to question her.

7 Q (By Mr. Moore) So, Kayla, was the new job that you make
8 \$16 an hour presented to me before this trial?

9 A. Presented to you?

10 Q. Yes. Did I have any knowledge that you had a new job
11 which would change the calculations in your Child
12 Support Worksheet -- in Ms. Malsam's Child Support
13 Worksheet. Did I have knowledge of that change? Had
14 you submitted any --

15 THE COURT: Let her answer question. I think that
16 we got it.

17 A. I have not told you that I got a new job, no.

18 Q (By Mr. Moore) Okay. So, you are saying that as far as
19 in the worksheet that was -- that the child support
20 worksheet that is in these documents here, which I
21 questioned a number of times why is this amount
22 different than what the judge approved? You agree that
23 this amount that was put in was not presented to me,
24 right? Except for today, right?

25 A. I don't quite understand what you are saying.

1 THE COURT: I think that the question is, okay,
2 you have established -- he has established that you
3 didn't tell him about your new job. Is it also true
4 that you didn't provide him with a new Child Support
5 Worksheet calculation for today? I think that's the
6 question.

7 MR. MOORE: Yes.

8 THE COURT: To the best of your knowledge.

9 A. I believe so because I just recently was given this job
10 a couple of days ago actually.

11 THE COURT: You believe that he was provided this
12 already?

13 THE WITNESS: He was not. I didn't even know that
14 I had this job until a few days ago.

15 Q (By Mr. Moore) When you say that -- Kayla, you say that
16 Brian is the only roommate that you have, right?

17 A. Right.

18 Q. Okay, now, with that, does Serena -- there was a
19 discussion that Serena went to buy a car so she won't
20 be home in time imply that Serena lives with you?

21 A. No, it does not.

22 Q. So Serena is not part of your household?

23 A. No. She is at my household often because she has been
24 baby-sitting for me a lot and has been cleaning my
25 house.

1 Q. Do you acknowledge that on these three dates when you
2 talk about -- well, let me start over.

3 Do you acknowledge that when you said that there
4 was no attempts or that there wasn't any steps taken to
5 try to avoid attorney's fees for you -- do you deny any
6 e-mail discussions that we have had on 10/25, on 12/11,
7 and on 12/15 -- just to name a couple of them -- where
8 I tried to work things out with you and specifically
9 stated inside those e-mails, can we somehow work this
10 out so you won't acquire more attorney's fees?

11 A. Yes, you did say that; however, we weren't able to work
12 things out. We tried.

13 Q. You do previously -- okay. You do agree to that.

14 On your calculated worksheet, as far as where it
15 shows your standard calculations, your household,
16 et cetera. Did you -- on the area where -- let me see
17 if I can remember what page the worksheet is.

18 On part of the worksheet where it gives you a
19 financial obligation -- I can't remember what tab that
20 is, but there is a section on there that says
21 "additional income." Was that an opportunity to
22 provide the additional income that you stated that you
23 were going to Canada for to receive an inheritance?
24 Does it supply that?

25 A. I don't believe that is even considered as an income.

1 It is a one-time amount.

2 Q. You are saying inheritance does not -- is not a
3 provided income source?

4 A. I don't believe so.

5 Q. You don't believe so, okay.

6 On 12/28/2015, we had a discussion about your
7 return from Canada. On stage, you stated that when we
8 discussed it, it was a matter of me just telling you
9 what we were going to do. In fact, I asked you if
10 these days were okay. This also pertains into the
11 following -- the recent plan that we have been
12 following. You went to Canada. You asked me if -- I
13 asked you if I could pick up Neo on Tuesday instead of
14 Monday, and you said, you were going to ask me if I
15 could keep him for the trip to Canada and return him
16 sometime Sunday or Monday. And I said, okay, well,
17 that works.

18 THE COURT: Is there a question here?

19 MR. MOORE: Yes. Well, she said that --

20 THE COURT: Look, ask a question. It is simple.
21 Just do it.

22 Q (By Mr. Moore) Did we not follow that schedule and did
23 I -- did we not agree or did we -- or did it go as you
24 said that I said that -- I just told you what we are
25 going to do, if that makes sense, sorry.

1 THE COURT: I still don't get. What does this
2 have to do with anything?

3 MR. MOORE: Well, everything that Ms. Malsam was
4 questioning Kayla about, I was making notes about it.
5 I wanted to ask her the same questions, and that's why
6 I'm trying to make sure that it makes sense. I might
7 be explaining it more than it needed to, but I just
8 wanted to make sure it makes sense. That's why I'm
9 asking the question.

10 THE COURT: Just ask a question. If you ask
11 enough simple questions, break it down. We will get
12 there.

13 Q (By Mr. Moore) Did you ask me to keep Neo for your trip
14 to Canada for Christmas?

15 A. Yes.

16 Q. So we discussed that.

17 THE COURT: Wait a minute. Yes or no. Did you
18 answer?

19 THE WITNESS: I said, yes.

20 THE COURT: Okay. I didn't hear that.

21 Q (By Mr. Moore) When you returned from Canada, I asked
22 if you wanted to keep Neo for an extended amount of
23 time so you can have the time that you missed. Did we
24 have that discussion?

25 A. I said, sure.

1 Q. You said, sure.

2 So following that, did we practice the schedule
3 that I had -- or that judge -- as far as the Thursday
4 at 5:00 to Sunday at 6:00, we have been following that
5 since then, since that trip, since the return of that
6 trip from Canada.

7 A. That has been the schedule with the exception of the
8 weekend -- the second weekend of January, which was
9 supposed to be my weekend, according to that plan. You
10 didn't agree that it was the second weekend or thought
11 that the next weekend was and ended up bringing him
12 Saturday rather than Friday.

13 Q. You agreed that we were following that, with the
14 exceptions that you and I came to an alternative
15 agreement for Saturday?

16 A. Without discussion, yes.

17 Q. We did discuss it or we didn't discuss it?

18 A. We just moved forward with -- I'm going to bring him
19 here at this time. Okay.

20 Q. So, you are saying that we did not discuss -- you did
21 not say, do you want to bring him back on Saturday?

22 A. I said, it was never discussed that we were following
23 this particular plan. This is just -- you said, I'm
24 going to bring Neo at this time. I said, okay. You
25 are bringing Neo at this time. I said, okay.

1 Q. On the week of December 28th, did you not e-mail me
2 stating that you want to go ahead and follow up the
3 plan that the judge created now as far as the --

4 A. Yes. I asked you, and you did not answer that as far
5 as I know.

6 Q. As far as you know, okay.

7 I just wanted to go to Number No. 9 on --

8 THE COURT: Exhibit 9?

9 MR. MOORE: Yes, please.

10 THE COURT: What's your question?

11 Q (By Mr. Moore) So, with this exhibit, 9, you explained
12 that Neo was taken away from you. Do you remember what
13 happened before that happened?

14 A. Yes. Our relationship ended.

15 Q. So, you are saying that the relationship ended?

16 A. Yes.

17 Q. Do you remember any prior threats as well on that?

18 A. No.

19 Q. You don't? Okay.

20 Do you remember, on April 12th, our discussions
21 that were pretty alarming. Do you remember your
22 remarks? Do you remember your tone of voice and your
23 presentation towards me on April 12?

24 A. I remember that we were in an argument over Neo's
25 schedule.

1 Q. Do you recall on April 12 stating to me that if I don't
2 work with you on what you want, because we were having
3 a dispute, that I will not be able to see Neo and that
4 you -- that you will be required to go to court and
5 file a Parenting Plan before I could see him? Do you
6 recall saying that?

7 A. As I said earlier, we were having arguments over Neo's
8 schedule. I didn't feel like that I was able to see
9 Neo enough. You would pick him up from the
10 baby-sitter's. We discussed this. You just told me
11 that you were unwilling to give me any additional time
12 because that's what you were used to. I said, I need
13 more time with him because of -- now we are not in a
14 relationship. And prior to that, we would spend
15 weekends at each other's houses. Since we are not
16 spending weekends at each other's houses anymore, then
17 I need to be able to see Neo more. You denied me that.
18 I said, we are going to have to get a Parenting Plan.

19 Q. So, during that conversation, do you recall me asking
20 what works for you multiple times and me trying to
21 figure out something that will actually make you happy
22 as well in our situation that we were having on that
23 day, April 12?

24 A. I do not recall.

25 Q. Do you recall, on April 12, when you suggested for

1 one-and-a-half weeks in a row, and then I get a couple
2 of days, and then you will return to your
3 one-and-a-half weeks. Do you recall that request that
4 you requested from me on April 12?

5 A. I do not know.

6 Q. You do not, okay.

7 On that day, when I was supposed to pick up Neo on
8 Thursdays, do you recall telling me that you do not
9 want me to pick him up on Thursday. You don't want me
10 to have him for that whole entire week. Do you recall
11 that?

12 A. Yes. I said that I have Fridays off, so I want to
13 spend time with Neo on Friday. I did not feel that I
14 was having enough time with him. I did ask that you
15 not pick him up until Friday.

16 Q. So, you do not agree that you did not -- that you said
17 that I could not have him for the entire week. Do you
18 agree? Is that what you are saying?

19 A. I really don't know what you are talking about. I'm
20 sorry.

21 Q. On April 12, we had a conversation about picking Neo up
22 on Thursday. This is kind of as far as what you said
23 up in there on the stage. This is kind of where we are
24 at with the both of our statements on April 12th
25 because that's what led to this.

1 A. On April 12 -- we broke up on April 13th, I believe.

2 Q. We broke up before that, but that is another issue.

3 So, you are just saying that you do not believe
4 that you refused me from picking Neo up for the rest of
5 the week, so that is Thursday, Friday, Saturday,
6 Sunday, and Monday, and then you would have your
7 regular days; is that correct?

8 A. Yes. That particular weekend I had plans for Neo, and
9 I had said I don't want you to pick him up on
10 Wednesday. I picked him up on Thursday. That's when
11 you withheld him from me.

12 Q. So, Kayla, during the letter that was presented to you
13 on April 17th discussing the argument that it took
14 place in our relationship, it discussed how I felt
15 threatened, and it discussed the threats of -- towards
16 Neo. You presented this e-mail, or at least a part of
17 it, inside of here.

18 A. This is the complete e-mail here on Exhibit 9, yes.

19 Q. Well, that's a part of it, but we can just use that.
20 We'll just use that.

21 A. This is the whole e-mail, and I did not respond to this
22 e-mail, for the record.

23 Q. With this e-mail here that you received, did I explain
24 to you how I felt as far as the situations that were
25 going on in our lives to determine the reason for this?

1 Did I explain this to you? Has this been an ongoing
2 thing in our life?

3 A. No. I don't believe that there is any reason that any
4 parent, mother or father, should ever take their child
5 and withhold them from the other parent.

6 Q. Do you agree that you've previously said that you were
7 going to do that to us, right? You were going to tell
8 me to not take Neo or else I was going to need to go to
9 get a Parenting Plan. If I don't give you what you
10 want, that was what was going to happen to me. I won't
11 be able to see Neo until I get a Parenting Plan.

12 A. Not if you didn't give me what I wanted, but I was
13 requesting more time with him. I got to see him one
14 day a week. I told you that I get to see him one day a
15 week. Even though he is with me during the week, he is
16 at the baby-sitter's. I said, I work at night. By the
17 time I get home, he is sleeping. I said, I need more
18 time with him. If you can't give me more time with
19 him, then we are going to need a Parenting Plan.

20 Q. We were at that time -- as far as you wanting the
21 additional time, do you agree with that if I wasn't
22 going to be able to give that to you, then in order for
23 me to be able to see Neo again, we would need a
24 Parenting Plan; is that correct?

25 A. No.

1 Q. Prior to the Friday, April 17th?

2 A. No.

3 Q. On April 17th as well, during that e-mail, I told you
4 that I shared with an officer, a police officer, and
5 explained to him what was going on and what I should do
6 in regards. He strongly suggested that I get a
7 restraining order and that we work out a plan and go to
8 court. Did I not explain to you in that e-mail that
9 the situation that took place between us was so extreme
10 that I talked to a police officer? This is what he
11 told me that I should do. I showed him everything.
12 Did I not say that I did not want to do that and that I
13 wanted to try to work something out with him?

14 A. That's what you wrote in here. This was available for
15 the courts. I don't believe that is -- I believe that
16 was part of your set up for trying to get custody of
17 Neo.

18 Q. That's what you believe, okay.

19 During the e-mail conversations, when I asked you
20 if I -- if you had a Parenting Plan together, on any of
21 them, did I let you know that, hey, I'm asking this.
22 If you are not working on one, I want to get this
23 resolved as soon as possible. I will work on one. Or,
24 did I tell you that I'm working on a Parenting Plan and
25 that I will submit it to you as well and that I am

1 working on that on my end also? Did I explain that to
2 you?

3 A. You did not. When you asked me -- the only time that
4 you asked if I had a Parenting Plan was after I asked
5 you if I could meet you at a small play area, or
6 something, so I could see Neo. You asked me then if I
7 was working on a Parenting Plan. When I said I'm
8 working on it, you denied my visitation. That's the
9 only time that I recall.

10 Q. Okay. Prior to the days where you were offered the
11 video chats, do you have any record showing my attempts
12 to try to reach you on other days outside of the day
13 that it was actually successful?

14 A. No. You did not try to reach me on any of the other
15 days.

16 Q. So, you don't have that information? It was definitely
17 supplied to the court on other submittals.

18 A. Are you referring to trying to video chat with me?

19 Q. Trying to video chat with you, yes.

20 A. No, there was nothing submitted to the court on that.
21 I tried to request a video chat, and you declined me
22 and told me specifically when to. That was the only
23 thing regarding video chat that was submitted to the
24 court.

25 Q. So, we are going to No. 12 in the booklet. No. 12 is

1 your letter from -- this is giving information on the
2 co-parenting counseling. I, ultimately, began
3 explaining that I could not afford the co-parenting
4 counseling.

5 Do you recall information that I, you know --
6 through e-mails, that I explained to you that I cannot
7 pay for her? Did you ever receive those detailed
8 e-mails and what I tried to do?

9 A. Prior to this time?

10 Q. Yes, within that time frame should be.

11 A. No.

12 Q. You did not receive that, okay.

13 A. After that timeframe, yes. Prior to this, you told me
14 that you were -- had an appointment with her, and then
15 you proceeded to tell me the next time that you had
16 gone to an appointment. It wasn't until I contacted
17 her that she said that you were a no-show. I figured
18 out that was a lie.

19 Q. So, there seems to be a misunderstanding there, but I
20 will just move forward.

21 So, on Exhibit 19 --

22 MR. MOORE: This is in your book, Ms. Malsam.

23 MS. MALSAM: Exhibit 19?

24 MR. MOORE: Yes.

25 Q (By Mr. Moore) It shows information about Neo's care

1 provider. This is something that I have a question on
2 in regards to the appointments.

3 Do you agree, Kayla, that when I submitted
4 information as far as who Neo's primary care provider
5 was and how his appointments have been attended -- do
6 you agree that I submitted a letter from the physician
7 to the court showing a list of who was the parent that
8 was bringing Neo to the doctor?

9 A. No. You submitted a list -- a letter from the doctor
10 that said that you were present for all appointments.
11 That letter does not say that I wasn't present because
12 I was present for all of those appointments except for
13 one or two? One of them being I took the twins to a
14 different appointment at the same time. Another one, I
15 was sleeping, I believe, from working a night shift.

16 Q. Okay. So, Neo was born. When he was born, we started
17 seeing a doctor in Bellevue. Do you recall that? We
18 were originally seeing a doctor at Group Health in
19 Bellevue. Do you recall going to see that doctor and
20 we decided that it was too far for us to travel to go
21 see that doctor in Bellevue?

22 A. Yes. The original pediatrician for the kids.

23 Q. Dr. Haas was the original pediatrician. Dr. Hestand,
24 which is his current doctor, as of April 18th, 2014,
25 you would agree that that was his primary care

1 provider, right, at the time starting on 4/18/2014?

2 A. At that time?

3 Q. Yes.

4 A. Correct.

5 Q. So, in the Parenting Plan, it states that it is
6 important for our child to go to the same doctor. Do
7 you recall when we received a letter from Dr. Hestand
8 stating that he was going to be moving to the Tacoma
9 location; and, therefore, if we want to continue
10 service with him as his primary care provider, you need
11 to let him know. Do you recall receiving that letter
12 as well?

13 A. Yes. I wanted him to go to Puyallup because it is
14 closer.

15 Q. And so even though we have a disagreement about how
16 many times you and I have attended Neo's appointments,
17 do you agree with that just before our case was
18 started, Dr. Smallbacher, which is the new doctor, was
19 only obtained 6/19 of 2015? Do you agree?

20 A. 6/19/2015?

21 Q. Yes. That was the first time --

22 A. Okay.

23 Q. Our court case was already starting.

24 A. You said, in our Parenting Plan, it says that it is
25 important for the child to keep the same doctor.

1 Q. Right. That was the previous question. Now --

2 A. Where does it say that?

3 Q. Well, in the Parenting Plan, it says --

4 THE COURT: Oh, my God.. You are guys are killing
5 me.

6 What is the name of the doctor -- did you start
7 with this doctor in June of 2015? Yes or no.

8 THE WITNESS: Yes.

9 Q (By Mr. Moore) So just let me repeat that --

10 THE COURT: No, you don't have to repeat it. She
11 said, yes. We know what she said. I'm failing to see
12 how this means anything to this case except for one
13 thing, and one thing only, which is that you can't
14 co-parent very well. You disagree on everything. You
15 are proving that point. That may be your point.

16 MR. MOORE: My point is, as far as the
17 cancellations on here --

18 THE COURT: No. One could argue that she was just
19 as silly to keep resetting them because you didn't want
20 them. You were just as silly to keep canceling them
21 because she didn't want them. It was something else.
22 Either one of you was wrong about it or both of you
23 were. The point is that it got to point of
24 ridiculousness. There was a dozen canceled in a single
25 day.

1 Can you agree on this?

2 MR. MOORE: Yes. I'll move forward.

3 THE COURT: You have to figure out some way of
4 talking to each other besides this kind of
5 passive/aggressive -- you are doing this, I'm doing
6 that. I find out you're doing that, so I will cancel
7 it. Back and forth and back and forth. That doesn't
8 do anybody any good.

9 THE WITNESS: That's why I have wanted
10 co-parenting counseling. I have been trying so hard to
11 get him to go.

12 MR. MOORE: I agree. I have tried a lot.

13 THE COURT: There is a couple of ways to handle
14 that. One co-parent counseling. Another one is to
15 make lines very clear as to who is going to do what and
16 leave you guys alone, which I have to say, I'm leaning
17 towards that from what I'm hearing so far.

18 MR. MOORE: I guess we jumped to exhibits. Let's
19 see.

20 THE COURT: I tell you what, while you are looking
21 that up, we are going to take our afternoon recess.
22 We're about due anyway.

23 (Off the Record - Recess.)

24 MR. MOORE: I have a question. I know that I left
25 at cross-examination. I really don't know how the

1 whole trial thing works. All I know is that we have
2 two Parenting Plans. If you look at them, they are so
3 close in the same bracket. The only problem is a
4 couple of areas. I will bring in the witnesses and
5 everything like that. It is just not proactive, I
6 think. I feel that we do need co-parenting counseling.
7 I never said that we didn't. I don't think that she --
8 I didn't go.

9 THE COURT: Mr. Moore, here's the problem -- I'm
10 sorry if I sounded impatient. It's difficult. I'm
11 doing this now for -- this is my 20th year as a judge.
12 I have done this for a while. I have done this as a
13 lawyer a lot of -- family law stuff then too. I have
14 heard all of this stuff before.

15 Sometimes, when we have lawyers, this is a
16 problem, too. I'm not trying to limit it just to you
17 as a pro se litigant. They sometimes get so caught up
18 in all of the little details of their own particular
19 situation and the ego and getting over onto the other
20 side, they sort of lose track of what it is exactly
21 that the judge has to decide. What is the information
22 pertinent to those particular questions? That really
23 is all I really want to know. That's all I really need
24 to know.

25 You have answered the question to some extent

1 yourself when you said, well, look, here are these two
2 Parenting Plans. They are very close to each other.
3 To the extent that is right, then that is the extent
4 there isn't really much to disagree about. If you look
5 about the stuff that is in disagreement and you say,
6 what is the information that we have that allow the
7 judge to make a good decision about which way to go or
8 even some third way to go about resolving those
9 differences? That's what I really need to know.. All
10 of the rest of this stuff....

11 MR. MOORE: That's what I want to try to focus on.

12 THE COURT: I have to say that don't think that
13 co-parenting is going to work. I said that. Maybe I
14 shouldn't have, but I did. It strikes me that you are
15 resistent to that.

16 MR. MOORE: No, I'm not.

17 THE COURT: You say you want to go. You have said
18 you wanted to go before. Still, you haven't really
19 gone. Maybe it is that you can't afford it.

20 MR. MOORE: That's thing --

21 THE COURT: Here's the deal, one, we have no
22 reason to think that co-parenting counseling is going
23 to solve -- maybe it will help. Maybe it won't. Maybe
24 it will be perfect. I don't know. Even if I don't
25 order it, there is nothing to prevent you guys from

1 just going ahead and doing it on your own. You don't
2 have to. You have to if I make you. There is nothing
3 about, if I don't make you, you can't do it on your
4 own, if that's what you really want to do. I think it
5 would be a good idea to work out whatever conflicts
6 that you have. I'm unlikely to order it. I have to
7 tell you that. If you are not really in the mindset to
8 accept it, it is just going to be money spent and not
9 much accomplished.

10 MR. MOORE: I am. That's what I was trying to
11 say, I don't know if it is better for me to keep going
12 over the cross-examinations or just supplying what
13 counsel is saying that I didn't do when I have done it.
14 There is a lot of these things that have been said that
15 is not accurate. It is not really solving anything
16 because I think --

17 THE COURT: If you want co-parenting and they want
18 co-parenting counseling --

19 MR. MOORE: I just want it to be in the terms
20 where it is like I still can't afford this one, and
21 then I'm in trouble. That's all I'm trying to avoid.

22 THE COURT: If you want to do co-parenting
23 counseling and the court orders you to do co-parenting
24 counseling and you do co-parenting counseling, you're
25 not in trouble. It is only if we order it and you

1 don't do it.

2 MR. MOORE: It's just the time --

3 THE COURT: If I don't order it, then you can't
4 get in trouble. I'm also thinking it may or may not
5 solve anything here.

6 MR. MOORE: Just as you said, you want to focus on
7 the dominant areas --

8 THE COURT: The differences. The stuff that you
9 agree on, you agree. What am I going to do? On
10 occasion, I will go off my own little tangent, but I
11 generally don't do that because to the extent that you
12 have an agreement on things, I want to foster
13 cooperation. I have no reason to try to pick something
14 different.

15 You guys are living the battle, if you will, of
16 daily life with your children, and so you have a better
17 idea than I do of what works for your schedules, your
18 personalities, those of your children. Those of the
19 other immediate family members -- evidently, you have
20 children from another relationship. I know you have
21 children from another relationship. That is all part
22 of the dynamic, too. You have to sort of try to make
23 something that creates the fewest waves among all of
24 those things, which will hopefully foster the best
25 possible human development for your son.

1 MR. MOORE: That's what I was wondering. I know a
2 big thing about is with Kayla's change in her position
3 and my position -- as far as the worksheet, I was just
4 wondering instead of bringing it here if we could just
5 collaborate and just --

6 THE COURT: That was the reason for the settlement
7 conference. That evidently hasn't --

8 MR. MOORE: We didn't reach that part. We only
9 were on the Parenting Plan. She had to go somewhere,
10 and we didn't get to reach the Child Support
11 Worksheets.

12 THE COURT: That's the easiest part of all of
13 this.

14 MR. MOORE: If we could not have to come back
15 tomorrow and just --

16 THE COURT: At this point, it looks like you are
17 going to come back Tuesday. Monday is a national
18 holiday.

19 MS. MALSAM: You know, Your Honor, I mean, had
20 Mr. Moore not changed the orders and sent them to me on
21 the eve of trial and changed it so significantly --

22 THE COURT: We would have signed those, and we
23 would never have --

24 MR. MOORE: That's what she is saying. I have
25 requested multiple times to follow up with those and

1 you never did.

2 MS. MALSAM: Mr. Moore, please can I finish?

3 MR. MOORE: Sure.

4 MS. MALSAM: Thank you.

5 I mean, the thing is, we negotiated. I know that
6 both parties weren't really loving that Parenting Plan,
7 you know. There was a lot of give both ways.
8 Mr. Moore really -- I mean, that would have been a
9 disaster had I not noticed those subtle little changes
10 that he said over and over and over -- he is just in
11 bad faith, you know, that we have to be here.

12 If we are going to be here, I would like my client
13 to be able to, you know, put forth her side of what she
14 really wants.

15 THE COURT: That's what we are doing.

16 MS. MALSAM: I don't want Mr. Moore to think now
17 all of a sudden we have to agree because he says, okay,
18 I can agree.

19 THE COURT: Listen, you guys can talk to each
20 other. If Mr. Moore is willing to sign the documents
21 that you originally sent him without any change and you
22 are still willing to do that, then do it. If he is not
23 and you are not, we will continue with the trial.

24 MR. MOORE: That's what I'm asking.

25 THE COURT: I tell you what, I will give you guys

1 for the record?

2 A. 7807 146th Street Court East, Puyallup, Washington
3 98375.

4 Q. How do you know Ms. Kayla Vallee?

5 A. Roommate and friends for 12 years.

6 Q. Have you had the opportunity to observe her as a
7 parent?

8 A. Yes.

9 Q. And what would you say about her parenting skills?

10 A. Very good parenting skills.

11 Q. In what way?

12 A. She always makes sure that the kids are always fed,
13 happy, clothed, always taking time to do things with
14 them, and interact with them.

15 Q. And does she discipline them?

16 A. Yes, she does.

17 Q. How does she do that?

18 A. She does it in a very calm manner to make them
19 understand what they did wrong.

20 Q. What might be some examples?

21 A. Sitting them down. With the oldest, she'll sit them
22 down and talk to them and explain to them why he is in
23 trouble and figure out a solution to remedy the issue
24 so he doesn't make the mistake again.

25 Q. And as far as her home, is that safe for children?

1 A. Yes.

2 Q. And how would you determine if the home is safe for
3 children?

4 A. Anything that is dangerous to children is up and out of
5 the way or in a locked cabinet.

6 Q. Does she cook and clean and do laundry and things like
7 that for the children?

8 A. Yes.

9 Q. Have you had -- so what's the timeframe, I should say,
10 that you and Ms. Vallee have lived together? How many
11 months total?

12 A. Since this most recent stay, it has been since February
13 of last year.

14 Q. So, this most recent would be then eight months?

15 A. Actually, about a year because there were a couple of
16 months before we moved into this place.

17 Q. Had you lived with her before?

18 A. Yes.

19 Q. How many months?

20 A. A little over a year.

21 Q. So, a couple of years you have had to observe her
22 parenting?

23 A. Yes.

24 Q. Have you had the opportunity to observe Mr. Moore?

25 A. Yes.

1 Q. And under what circumstances?

2 A. In North Bend, I was living there when he moved in.

3 When she moved to Maple Valley, while I was
4 baby-sitting for her, I also moved in while they were
5 living.

6 Q. Do you see any -- do you have any concerns about any,
7 say, anger issues or anything like that he might have?

8 A. I have seen some attitude issues in front of the kids a
9 few times.

10 Q. Can you explain that?

11 A. It is just a mean attitude that just makes the kids
12 feel uncomfortable, especially the oldest. He is the
13 one that notices it, and the twins sometimes would act
14 out when he has been around after picking up Neo. He
15 would come over in an angry manner because they were
16 fighting or something.

17 Q. Would he raise his voice?

18 A. I have never seen him raise his voice per se. It is
19 just his demeanor.

20 Q. Can you describe it?

21 A. Not exactly easy to describe an angry demeanor. Mostly
22 scowls, you know, ignoring people. Kids would say "hi"
23 to him, and he would just walk by them like they were
24 nothing.

25 Q. And you mentioned that -- you said a few times. More

1 than just what you are describing now?

2 A. I have seen him for like two months when I was -- I
3 would see him come and pick Neo up almost every week.
4 That was like -- what? At least ten times when she was
5 in Bonney Lake that I witnessed that.

6 Q. And during those times, describe his demeanor.

7 A. About half of the time, it was an angry attitude where
8 he would just walk by the kids and just ignore them.

9 Q. As far as concerns with the mother's behavior as a
10 parent, did you see any concerns?

11 A. Never.

12 MS. MALSAM: That's all I have.

13 THE COURT: Okay. Cross-examination.

14 CROSS EXAMINATION

15 BY MR. MOORE:

16 Q. Brian, I understand that you and Kayla are very close
17 friends.

18 A. Uh-huh.

19 Q. And I understand that you will do anything for her.

20 THE COURT: Ask him a question.

21 Q (By Mr. Moore) Have you not had any conflicts at all
22 with Kayla?

23 A. We had arguments about views on different things.

24 Q. Have you never come to me with concerns about Kayla?

25 A. No, I have never come to you with concerns --

1 Q. Can you --

2 THE COURT: Let him finish his answer. I can't
3 hear his answer.

4 A. I never had a need to go with you because we are not
5 friends like that. There is no need for me to ever
6 come to you about anything.

7 Q (By Mr. Moore) Was there ever a moment where you and
8 your sister and I had a discussion about all of our
9 concerns about Kayla? Do you recall that time in
10 Bonney Lake?

11 A. There was that time, and those concerns were between
12 you and my sister.

13 MR. MOORE: That's all of the questions that I
14 have.

15 MS. MALSAM: No further questions.

16 THE COURT: Okay, Mr. Summers, you may step down.

17 MS. MALSAM: One more quick one.

18 MR. MOORE: Do I get to object in a way? All this
19 is really doing is trying to make me look bad, and
20 that's not -- everything that is being said is not
21 accurate.

22 THE COURT: You have a right to present your own
23 evidence when they finish presenting all of theirs.

24 MR. MOORE: Okay.

25 MS. MALSAM: I would like to call

1 Christine Kingsbury to the stand.

2 THE COURT: Okay, ma'am, please come forward to
3 right about here and raise your right hand to be sworn.

4 (Witness sworn.)

5 THE COURT: Thank you very much, ma'am. Please
6 have a seat right there.

7 Please state your name, and please spell your
8 name.

9 THE WITNESS: Christine Kingsbury.

10 C-H-R-I-S-T-I-N-E K-I-N-G-S-B-U-R-Y.

11 THE COURT: Counsel, go ahead.

12 MS. MALSAM: Thank you, Your Honor.

13 CHRISTINE KINGSBURY,
14 being duly sworn, testified as follows,

DIRECT EXAMINATION

15 BY MS. MALSAM:

16 Q. Good afternoon.

17 A. Hi.

18 Q. Would you relate to us what kind of a relationship you
19 have with Ms. Vallee?

20 A. She is my daughter.

21 Q. And have you had the opportunity over the years to
22 witness her -- observe her as a parent?

23 A. Yes.

24 Q. And how often do you observe her as a parent?

25 A. As often as I can. At least two to three times a week.

1 Q. And how do you observe her or where?

2 A. Sometimes she comes to my house, and sometimes I go to
3 her house.

4 Q. How many years have you been observing her as a parent?

5 A. As long as she has been a parent.

6 Q. Which is about...?

7 THE COURT: She has an 8-year-old.

8 MS. MALSAM: I just want to make sure they weren't
9 in different states or something like that.

10 A. No. We have always been together.

11 Q (By Ms. Malsam) So, would you say that Ms. Vallee
12 attends to the children's everyday needs, cooking,
13 cleaning, and things like that?

14 A. Yes, she absolutely does.

15 Q. You have seen her cook meals?

16 A. Yes. Clean, change out the diapers, lots of diapers.

17 Q. And any other parenting functions that you have seen?

18 A. Lots of laundry, yes. Lots of time at the parks,
19 things like that.

20 Q. Have you been on outings with her?

21 A. Uh-huh.

22 Q. Does she facilitate interactions with other children?

23 A. Uh-huh, yes.

24 THE COURT: I'm going to interrupt you at this
25 point. We have counsel in this other case. We will

1 stop this case for just a minute and pick up with that
2 one.

3 (Off the Record - Recess.)

4 THE COURT: We are back on the record with
5 Ms. Kingsbury and In Re: the Parentage of Neo Moore.

6 Q (By Ms. Malsam) I think we ended with -- did you have
7 any concerns about Kayla as a parent?

8 A. No.

9 Q. She always provided for the needs of the children?

10 A. Yes.

11 Q. Have you had the chance to observe Mr. Moore?

12 A. Some occasions. A few, yes.

13 Q. What occasions might that be?

14 A. That's when I would visit or go over and baby-sit for
15 them when they were living together.

16 Q. Did you have any concerns about Mr. Moore's behavior --

17 A. No.

18 Q. -- to the children?

19 A. No, not when I was baby-sitting or anything like that.

20 Q. Did you have any concerns about Mr. Moore's behavior
21 towards Ms. Vallee?

22 A. I do, but it was nothing that I saw myself. It was
23 things that I heard.

24 Q. Was there an incident in the bathroom that you
25 observed?

1 A. Oh, yes.

2 Q. So, was there an incident in the bathroom when
3 Ms. Vallee was giving birth to her child?

4 A. Yes.

5 Q. What happened on the day that Ms. Vallee was giving
6 birth to her child?

7 A. She called me because she had went into labor and asked
8 me to come over. I was her fill-in for when she had to
9 go to the hospital. When I arrived there, she was
10 quite heavy in labor, very painful. She kept going to
11 the bathroom and then coming back out. Duane was
12 there, and he seemed very busy going between the
13 bedroom and the car. I was with the other children
14 like in the dining/kitchen area. I told him, you guys
15 have to get going, like this is getting close. I don't
16 recall him even answering me or acknowledging what I
17 said. I think I told him on three occasions. She had
18 come out of the bathroom and labor was really heavy
19 now. She really needed an ambulance. I told him, get
20 her an ambulance. He didn't acknowledge what I said.

21 The last time that she headed to the bathroom, I
22 told her, Kayla, you need to remove your pants because
23 the baby is coming. Of course, it is painful at this
24 time. She is quite loud. Her son Aman was really
25 scared. I was with him consoling him. He thought that

1 he was going to lose his mom that day.

2 Q. And so did you call the ambulance?

3 A. I was trying to call the ambulance, but I couldn't get
4 the phone to work. I think I was distraught and Candy
5 Crush was open on the screen. I remember I walked to
6 the bathroom with it. I said, I can't get it to work.
7 Because Kayla was 9-1-1 dispatch, I said, here, because
8 she knows. She would know what to say and to talk.
9 She actually called her ambulance herself.

10 Q. And what happened with the baby?

11 A. He was born on the bathroom floor. At the time, when
12 she called the ambulance, Duane was there holding him
13 and Kayla was on the bathroom floor calling for help.

14 Q. So Mr. Moore did not call for an ambulance?

15 A. No. It was Kayla, herself, that did.

16 Q. Are there any other instances that you recall
17 Mr. Moore's behavior?

18 A. Just another time when Kayla was in the hospital after
19 she had Neo. I was at home with the other children,
20 and I didn't have a car or anything, you know. I
21 needed car seats with them and everything. I needed
22 milk. He would he not bring milk. He was driving
23 right by on the highway passed the house. He
24 absolutely refused to bring milk. I had to get the
25 neighbor to go get us milk.

1 MS. MALSAM: That's all for now.

2 THE COURT: Cross-examination.

3 CROSS EXAMINATION

4 BY MR. MOORE:

5 Q. You are right. I'm not going to question too much. I
6 just have two questions.

7 During that day when Kayla went into labor and I
8 was just getting off of work, do you think that there
9 is a possibility that I just didn't hear you? Because
10 I would never ignore you. Do you think there is a
11 possibility that I just didn't hear you? I was trying
12 to run back and forth to the car to gather all of our
13 stuff that we needed for hospital visit. Do you think
14 that is a possibility?

15 A. No.

16 Q. You don't think that is a possibility?

17 A. No. The door was right there by the living room.
18 That's where I was, standing like right in the hallway.

19 Q. I didn't hear you, but I understand.

20 The second question is, as far as the milk, do you
21 recall Kayla -- I don't remember if I told you
22 specifically because I know sometimes we --

23 THE COURT: Ask a question.

24 MR. MOORE: I know.

25 Q (By Mr. Moore) Do you recall me telling you or Kayla

1 the reason why I couldn't stop at that time and I had
2 to wait until I got back? Do you recall that time?

3 A. No.

4 MR. MOORE: That's all I have.

5 THE COURT: Any redirect?

6 MR. MOORE: No further questions.

7 THE COURT: Ms. Kingsbury, you may step down.

8 Thank you.

9 MS. MALSAM: Those are my witnesses.

10 THE COURT: Well, we haven't finished the
11 cross-examination of your client.

12 Ms. Vallee, come on back.

13 Your next question, Mr. Moore.

14 KAYLA VALLEE,
15 having been previously duly sworn, testified as follows,

CROSS EXAMINATION (Cont.)

16 BY MR. MOORE:

17 Q. When you were up there and asked certain questions, you
18 stated that I did not pay child support. Do you
19 remember receiving the e-mail that I forwarded to you
20 from Brandon Lewiston from the Child Support Department
21 explaining what had happened with the payments that
22 were being made? Do you recall receiving that e-mail?

23 A. Yes.

24 Q. So, do you recall that the e-mail stated that you and I
25 were both given the wrong child support case. That was

1 for another one. The moneys were sitting there and
2 returned to my account, the child support card account,
3 and they weren't put to the correct one because of the
4 incorrect information that was given by DCS. Do you
5 recall seeing that in that report?

6 A. Yes. He did not provide any information as to when you
7 paid your child support.

8 Q. He didn't provide it. Do you agree that he said all of
9 your payments that you have been making have been
10 coming to this specific account, and that wasn't the
11 wrong account -- that was the wrong account. Do you
12 agree to that?

13 A. Yes.

14 Q. And do you... sorry for my pause. I just have to
15 gather my thoughts.

16 So, you disagree that there wasn't a problem where
17 there was noncompliant -- that it was a technical
18 issue?

19 A. No, I do not.

20 Q. So, you are not saying that the information that
21 Brandon provided as far as money being applied to the
22 wrong account does not pretty much supersede your
23 thoughts of just simply not getting child support at
24 all?

25 A. What we advised the court is, I didn't get child

1 support payments until December 31st. This e-mail that
2 he is speaking of came late -- after our settlement
3 conference, so in late December. It doesn't specify
4 when it is that he made payments or anything, so I
5 can't comment on that.

6 Q. You do confirm that that's what happened, though?

7 A. I confirm that we received that e-mail, yes.

8 Q. Since then, you received it.

9 The contempt motion that you talked about
10 previously was about the counseling and about the child
11 support. During that time, you agree that I said that
12 I did pay it, right?

13 A. During that time, I agreed that you said that you paid
14 it?

15 Q. Yes. Do you agree that I said, in the e-mail, that I
16 have been paying child support.

17 A. You did say in the e-mail that you paid your child
18 support.

19 Q. Okay. And you agree that I do show you a payment with
20 that noticeable incorrect account number on it that we
21 were provided for that payment during that settlement
22 conference as an exhibit?

23 A. No, you didn't show me a payment.

24 Q. It was in the exhibits in the settlement that we
25 supplied -- or not settlement, but the contempt that

1 was supplied as far as payments being made. It was a
2 part of it.

3 A. I don't recall seeing one in that.

4 Q. Okay. That can be reviewed on the computer in the
5 court notes, or whatever.

6 In addition to that, did you and I have a
7 conversation about me using the alternative counselor
8 that I have been seeing? Did we have an e-mail about
9 that? I asked if that would suffice for you because
10 that's one that I can actually afford, and I can't
11 afford the other one. Do you agree that you said,
12 that's okay?

13 A. As I stated earlier, I said that any counselor would
14 work, and I asked you if that counselor was cheaper.
15 And then I told you that I would have to wait until
16 after Canada as far as paying for Beverly. You never
17 responded to that e-mail.

18 Q. Do you recall the conversation where I said, she
19 accepts co-parenting counseling, but the only
20 stipulation is, she can't have been seeing one client
21 and then taking another. She has to start seeing them
22 at the same time.

23 A. You said that at the settlement conference.

24 Q. Okay. So, you -- okay. We did talk about that, okay.
25 Let's see.

1 Do you recall receiving the multiple e-mails
2 asking about why the figures have changed in the Child
3 Support Worksheet compared to what we already have?

4 A. I didn't receive a single e-mail on that.

5 Q. Do you recall me asking Ms. Malsam that question as
6 well as far as can we discuss the -- since I didn't
7 hear a response from you, did you hear from Ms. Malsam,
8 my attempt before today if we can discuss the child
9 support portion, and there was one -- and the
10 stipulations on counseling because it felt like it was
11 going to be like you either do it or you are you in
12 trouble. Do you recall her telling you that e-mail or
13 sending you that e-mail that I sent to her as well?

14 A. She also told me that she didn't receive any requests
15 from you as far as child support goes on the new order.
16 Neither her nor I have received anything from you on
17 that.

18 Q. I guess my last --

19 MR. MOORE: I don't have any more questions for
20 Kayla, but I do have a question for you, sir.

21 Is there a way that I would be able to follow up
22 with the same exact questions that she asked her client
23 as well -- as far as the parenting provided, what do I
24 offer, how is my household. How is the interaction
25 with my siblings on my side? And everything like that.

1 THE COURT: You are trying -- you are asking me
2 whether you are allowed to ask those same questions --

3 MR. MOORE: No. Am I allow to receive those in
4 order to be able to answer that? Because I mean I feel
5 like that is really important.

6 THE COURT: Yes. You can present that information
7 when you testify.

8 MR. MOORE: Okay.

9 THE COURT: No other questions for Ms. Vallee?

10 MR. MOORE: No, I don't...

11 THE COURT: Is that right?

12 Q (By Mr. Moore) Just the last question as far as the --
13 did I -- during the settlement -- prior to the e-mails
14 that you said that you did not receive, did I directly
15 say, yes, I received those and signed those exact
16 documents that you wanted me -- that Ms. Malsam wanted
17 me to sign. Did I say, yes, I signed those exact
18 documents? Or, did I just say that I sent these
19 documents?

20 A. That was part of the problem. That's why we asked you
21 several times because you wouldn't answer that
22 question.

23 Q. So, is that a "no" or a "yes"?

24 A. No.

25 Q. That's my -- I didn't say absolutely "yes" just like

1 she said.

2 MR. MOORE: That's my last question.

3 THE COURT: Redirect.

4 REDIRECT EXAMINATION

5 BY MS. MALSAM:

6 Q. Did you ever say you were going to withhold Neo from
7 Mr. Moore until you got a Parenting Plan?

8 A. No.

9 Q. Did you ever say you are going to withhold Neo from
10 Mr. Moore until he got a Parenting Plan?

11 A. No.

12 Q. Do you feel like you were bullied into excepting or
13 agreeing to the Parenting Plan that you proposed to him
14 on December 30th?

15 A. Yes.

16 Q. Why do you feel that?

17 A. Because he, you know, talked about not going to trial,
18 this, that, and the other. I'm losing my train of
19 thought. I feel like, you know -- I just wanted it to
20 be done. I just wanted something said there, and I
21 felt like, okay, we will agree to this, but we still
22 had further complications.

23 Q. So, is it the Parenting Plan that you really wanted in
24 the first place?

25 A. No.

- 1 Q. And on the child support, how many total months were
2 you trying to collect child support?
- 3 A. Since June, when the order was entered in June.
- 4 Q. So for six months?
- 5 A. Yes.
- 6 Q. So, you haven't receive any child support for six
7 months?
- 8 A. Correct. No child support.
- 9 Q. Had Mr. Moore -- had Mr. Moore known that you were not
10 getting child support?
- 11 A. Yes.
- 12 Q. Did he ever follow up to find out, since he had said
13 that he had paid child support, if it had ever been
14 actually received by you?
- 15 A. No. He didn't pay any child support until the contempt
16 order was filed.
- 17 Q. And that's when it got sent to the wrong account?
- 18 A. That's when it happened, yes.
- 19 Q. Okay. One more followup. On Exhibit 25, in the middle
20 paragraph -- did Mr. Moore, on January 12th, again, say
21 that he resent the documents to me for the fourth time
22 just a minute ago? Did he write that in an e-mail?
- 23 A. He wrote, "resent to her," but I think that he was
24 referring to his response as far as us trying to get
25 him to say that he didn't alter the documents.

1 Q. Did he say that he did not handwrite anything on the
2 document?

3 A. He did.

4 Q. Did he ever say in any of those e-mails that he changed
5 the documents in any way, shape, or form?

6 A. No.

7 Q. And did I then the next day tell him that he altered
8 the documents -- and in an e-mail, that he altered the
9 documents and that he would need to sign them as-is and
10 send them back to me by 10:00 Wednesday, which would
11 have been yesterday morning?

12 A. Yes, you did.

13 Q. In order to be able to settle the case?

14 A. Yes.

15 Q. Did he send any of the documents back?

16 A. He did not.

17 Q. Did he send counterproposals back to us to change the
18 documents further?

19 A. He did not.

20 Q. Was he upset about the child support in the original
21 documents and asked to change the child support?

22 A. Yes, he did.

23 Q. And by 10:00 a.m. yesterday morning, he still had not
24 signed the documents?

25 A. He did not.

1 Q. Did you feel, in good faith, that he would have signed
2 the documents even if we had made the changes that he
3 wanted?

4 A. After receiving altered documents, there is no good
5 faith. No.

6 Q. Had you even changed it further, again, yesterday
7 Wednesday, past 10:00, could you guarantee that he
8 would sign them after that?

9 A. No.

10 Q. So, when was it that you had decided that you had no
11 choice but to go to trial?

12 A. Yesterday.

13 Q. Had you done preparation for trial prior to leaving on
14 vacation?

15 A. We knew that we had to do some preparation for trial
16 because he had missed his deadline to get back to you
17 at least regarding settling Parenting Plans.

18 Q. So, do you feel there was a way to avoid this trial
19 today?

20 A. No.

21 Q. How come that is?

22 A. Because we did not receive those documents until the
23 11th. We didn't discover that they had been altered
24 until the 12th, Tuesday. And then he didn't provide
25 the documents until -- by the deadline given to him

1 yesterday.

2 THE COURT: Do you have any more questions for
3 Ms. Vallee?

4 MS. MALSAM: That's all. Thank you.

5 THE COURT: Any other questions, Mr. Moore?

6 MR. MOORE: Yes.

7 RE-CROSS EXAMINATION

8 BY MR. MOORE:

9 Q. Kayla, you said that you felt that you were bullied
10 with the Parenting Plan. Do you recall sending at
11 least three e-mails stating that you feel that the
12 Parenting Plan that the settlement judge supplied a
13 great Parenting Plan?

14 A. I said that the Parenting Plan that provided you with
15 weekends and me with weekends --

16 Q. Okay.

17 A. I felt like, you know, what you said in there.

18 Q. Do you agree that -- did you get a chance to look at
19 the proposed Parenting Plan that I supplied?

20 A. Today?

21 Q. Yes.

22 A. No.

23 Q. Will you look at it today before we leave?

24 A. Is it different?

25 Q. It is very minimally different, but it is on some

1 important issues that we can solve here, but will you
2 look at them today?

3 THE COURT: You are not going to have time to do
4 anything today about it.

5 MR. MOORE: No, I know. I'm asking her a question
6 you --

7 THE COURT: You can ask to look at them between
8 now and the next time we meet.

9 MR. MOORE: Okay.

10 Q (By Mr. Moore) Will you?

11 A. Okay.

12 Q (By Mr. Moore) Handwritten. What does "handwritten"
13 mean to you? What is that definition to you?

14 THE COURT: What are we talking about?

15 MR. MOORE: Handwriting. She talked about -- I
16 told her that I did not handwrite anything on the
17 documents. I'm just asking her, what does
18 "handwriting" mean to her?

19 THE COURT: If you are going to try to suggest
20 that you weren't deceptive about that because it wasn't
21 handwritten, but that it was typed.

22 MR. MOORE: That's what I'm trying to ask her.

23 THE COURT: Then I don't care about her opinion.
24 You are going to have to convince me.

25 MR. MOORE: Okay, perfect.

1 I don't have any other questions.

2 MS. MALSAM: Your Honor, you know, there is bunch
3 of exhibits here that I would like to have admitted.
4 Since I'm sure we are having to come back, maybe
5 Mr. Moore could write down, you know -- because I sent
6 him this December 21st.

7 THE COURT: Is this like a Joint Statement of
8 Evidence?

9 MS. MALSAM: He could agree or disagree, and then
10 we can just --

11 THE COURT: You can certainly take a couple of
12 minutes in the conference room --

13 MS. MALSAM: I don't feel comfortable with that
14 because when we stepped out there, she was kind of --

15 THE COURT: All right. I can't make you do
16 anything.

17 I have a couple of questions of my own.

18 Do you have any additional questions for your
19 client?

20 MS. MALSAM: I don't.

21 THE COURT: Okay.

22 EXAMINATION

23 BY JUDGE CHUSHCOFF:

24 Q. Ms. Vallee, you indicated that you are now working for
25 the postal service, right?

1 A. Starting this coming Tuesday.

2 Q. You are going to make \$16 an hour?

3 A. Yes.

4 Q. Do you know if there is -- I assume that you are going
5 to have health insurance benefits for yourself. Am I
6 right?

7 A. I think we have options to pay into health insurance
8 benefits, but I will receive all of that information on
9 Tuesday.

10 MS. MALSAM: Your Honor, I may be able to help
11 you. Exhibit 27 is the hiring information for the
12 postal service, and it does have some information about
13 benefits. This would be the type of things that I was
14 going to ask to be admitted, but you may just read it.
15 It has that kind of stuff. She may not know.

16 THE COURT: Okay.

17 Q. (By Judge Chushcoff) I take it that you don't know
18 whether or not the insurance will cover your children
19 or not?

20 A. I'm not sure at this time.

21 Q. You don't know if it does cover your children, how much
22 it costs?

23 A. Right. I don't have that information.

24 Q. Are the children in good health? The child, in the
25 case, Neo, is he in good health?

1 A. He is, yes.

2 Q. Of course, he just turned two, right?

3 A. Yes.

4 Q. Are you in good health?

5 A. Yes, I am.

6 Q. As far as you know, is Mr. Moore in good health?

7 MR. MOORE: I'm an insulin-dependent diabetic.

8 THE COURT: You can talk about that when I ask you
9 about it.

10 Q. (By Judge Chushcoff) As far as you know, is Mr. Moore
11 in good health?

12 A. Besides from being an insulin-dependent diabetic.

13 Q. Okay. Do you know if he is employed?

14 A. Yes, I know that he is employed.

15 Q. Where he is employed?

16 A. I do not know.

17 Q. Do you know when he got this job?

18 A. I don't know.

19 Q. Was he employed when you were living together?

20 A. He was.

21 Q. Do you know if he is working in the same place?

22 A. He is not working at the same place.

23 Q. What was he doing when you were together?

24 A. He was a pharmacy technician for Bartell Drugs.

25 Q. Do you know what happened with that job?

- 1 A. I do not.
- 2 Q. Do you know if he had any special training for that?
- 3 A. I am not sure.
- 4 Q. So as I understand it, at the moment, he is seeing the
5 child Thursday through Sunday every week under the
6 current arrangement?
- 7 A. Not under the current -- our Temporary Parenting Plan.
- 8 Q. When does he see him then?
- 9 A. Our Temporary Parenting Plan is Monday, Tuesday,
10 Wednesday.
- 11 Q. He picks up the child on Monday afternoon?
- 12 A. Usually it's at 6:00 p.m. and then I pick Neo back up
13 on Thursday at 8:00 p.m.
- 14 Q. And then you have the child every weekend?
- 15 A. Yes.
- 16 Q. And he is regularly seeing the child, right?
- 17 A. Yes.
- 18 Q. And how is Neo doing under these current arrangements?
- 19 A. He seems to be doing well.
- 20 Q. So, what is the daycare expense?
- 21 A. We don't have daycare set up at the moment because I
22 have been home, and I'm not sure what it is going to
23 cost yet.
- 24 Q. Well, you had a daycare arrangement at some point when
25 you were working before.

1 A. Yes. When I was working before, it was a family friend
2 that she watched the kids, and she charged \$700.

3 MR. MOORE: Your Honor, that was for all four of
4 the kids. It wasn't per kid. Sorry.

5 Q. (By Judge Chushcoff) Is that correct?

6 A. That's correct.

7 Q. And that was also in the evening hours, too, right?

8 A. That was.

9 Q. Because you were working evening and early morning
10 hours?

11 A. Yes. It was the evening hours.

12 Q. That's when the daycare was?

13 A. Yes.

14 Q. And that's usually more expensive, is it not?

15 A. No. She is a friend, so she gave me a break.

16 Q. She is not really a licensed daycare provider?

17 A. No. I will be paying a lot more as soon as I get
18 daycare because she is not going to be our sitter going
19 forward. It is going to be a daycare center.

20 Q. So, okay. You have to do that pretty quick because you
21 have to start your job on Tuesday, right?

22 A. Yes.

23 Q. You have to be here, too?

24 A. Yes. I don't know how that is going to work.

25 Q. Yes. Okay. So, even though you start your job on

1 Tuesday, you still don't know who is going to provide
2 daycare?

3 A. No. I have two people that are willing to watch them
4 until I get daycare set up.

5 Q. Okay. Any rough idea what daycare is going to cost?

6 A. I honestly don't know.

7 Q. Well, try to get a cost -- nevermind.

8 THE COURT: I have no additional questions about
9 this issue -- or these issues.

10 Any additional questions from you?

11 FURTHER REDIRECT EXAMINATION

12 BY MR. MALSAM:

13 Q. So, you had -- you want to change the Parenting Plan to
14 different than, of course -- because being Monday,
15 Tuesday, Wednesday is not practical at this point,
16 right?

17 A. Right.

18 Q. So, the Parenting Plan that you have -- would like to
19 propose the court adopt, why do you think that is in
20 the best interest of Neo?

21 A. I think that's in the best interest of Neo. He would
22 then get to attend daycare with his siblings. We would
23 be able to work Monday through Friday, and we both have
24 the opportunity for weekends as well. We do a lot of
25 family functions on weekends and would love to share

1 weekends, and Neo can be a part of that as well.

2 MS. MALSAM: That's all.

3 THE COURT: Anything else?

4 MR. MOORE: I have a --

5 THE COURT: Any questions for her?

6 MR. MOORE: Yes.

7 FURTHER RECROSS EXAMINATION

8 BY MR. MOORE:

9 Q. How would that work? I understand that is beneficial
10 for you and your part of your family with Neo. How
11 does that benefit me and my side of the family with Neo
12 and Persia, his sister, that he rarely gets to see
13 because of the temporary plan?

14 A. Because he hasn't been able to see her except for when
15 she comes to my house. This gives her the opportunity
16 to be with Neo on the weekends when you have him.

17 Q. So, do you agree to the plan that says Thursday to
18 Sunday every other week as opposed to what we have been
19 practicing recently, which is you get the second
20 weekend and you get --

21 MS. MALSAM: I object, Your Honor, because
22 Ms. Vallee has already testified that -- what the
23 schedule has been lately, and Mr. Moore is about to
24 give what his version of the settlement decision or
25 settlement proposal.

1 THE COURT: Sounds argumentative.

2 Ask a question plainly and simply.

3 Q (By Mr. Moore) So --

4 THE COURT: She has already testified about what
5 she thinks about all of this.

6 Q (By Mr. Moore) Do you agree to the Thursday to Sunday
7 every other week as opposed to the --

8 MS. MALSAM: It is the same question.

9 THE COURT: I'm not sure it is. I think your
10 proposal, is it not, the one that you gave to me,
11 Thursday through Sunday.

12 MS. MALSAM: Right. She has already testified to
13 that. He is then going to go on --

14 THE COURT: No.

15 MS. MALSAM: -- what we can -- and then he is
16 going to talk about negotiations.

17 THE COURT: I don't really care. I understand
18 what you are saying. I understand what the rules say.

19 Just ask the question.

20 Q (By Mr. Moore) Do you see -- what is the problem that
21 you see with Monday through Thursday with you having
22 second weekends in the month and every fifth weekend,
23 if there is a fifth weekend?

24 A. The problem I foresee with that whole Parenting Plan
25 now, after experiencing it for a week, is that you and

1 I can't agree on anything. Even when it came down to
2 that plan being I get the second weekend, you weren't
3 able to define what the second weekend was. You were
4 under the understanding that the third weekend was the
5 second weekend. We have the fifth weekend. You and I
6 can't agree on which months in the year are even a
7 fifth weekend.

8 This plan, here, lays everything out. There are
9 no gray areas in it. It's just a strict you have him
10 here, you have him here schedule, and there is no room
11 for those kinds of errors in it.

12 Q. Why do you feel that it is okay for Neo and my
13 relationship time spent together with him as a
14 family --

15 A. Because Neo has many other people that he also needs to
16 spend time with. He has siblings. He has
17 grandparents, great grandparents. He has a stepbrother
18 and sisters. He also needs to spend time with them on
19 the weekends. It is about what is best for Neo, and it
20 is important that Neo get to spend this equal time with
21 all of us, being you and Persia every other week and
22 then every other weekend with my side of things.

23 Q. Okay. So, why do you feel that it's okay for the time
24 to be gradually diminished between me and you? Because
25 as it shows -- consistency is important.

1 THE COURT: How is it gradually diminished?

2 MR. MOORE: Because I was going from four days to
3 three days, and now it is even being reduced even more.

4 THE COURT: Well, okay. I think she has answered
5 the question. She thinks it is in the best interest of
6 the child and she explained why.

7 Q (By Mr. Moore) You think it's more important for Neo to
8 be with you?

9 A. I did not say that.

10 Q. Do you think --

11 A. I said, there are many people that Neo needs to spend
12 time with, essentially on my side. There is nobody but
13 Persia on your side. You don't have any family here.
14 There is, like I said, step grandparents, great
15 grandparents.

16 Q. I have two bothers here.

17 A. My grandparents are here and also Neo's siblings. I
18 need to allocate that time evenly.

19 I think sharing, you know, during the week, he
20 gets to be at daycare with his siblings. It is
21 important that they all be together so they feel like
22 they are a family.

23 On the weekends, when we do family functions, I
24 think it is important that Neo be there for those as
25 well. It is equally important that you get weekends as

1 well because that's when you have Persia. He can see
2 Persia, and he can also see Persia when we see them
3 during the week as well.

4 Q. Do you think that there is -- with the weekends being
5 different, if there is a way to allow us to not lose
6 time together?

7 THE COURT: I have no idea what that means.

8 MR. MOORE: I don't want to lose time with my son.

9 THE COURT: I understand that, but there is no
10 question to her about it.

11 MR. MOORE: I'm asking her --

12 THE COURT: You haven't proposed anything
13 specific. Well, would it be okay if we got some extra
14 time somewhere else? So what? What does that mean?
15 Exactly, what do you have in mind? What about Tuesdays
16 instead? Say something specific. With this generality
17 stuff, I'm not going to get an answer that is
18 worthwhile anyway.

19 Q (By Mr. Moore) On the weeks within your Parenting Plan,
20 what I take from it is, the week that I don't have him
21 on Thursday to Sunday, I only have him Tuesday to
22 Friday, which is a big diminishment.

23 Is there any way that we can extend that short
24 week to make up for time?

25 A. You mean Thursday and Friday?

1 Q. I'm sorry?

2 A. You mean the Thursday to Friday?

3 Q. Thursday to Friday, yes. That is just one day that
4 week.

5 A. Yes. What's your question?

6 Q. Can we extend that --

7 THE COURT: If you are asking her to settle this
8 case in front of me, the answer is "no."

9 MR. MOORE: No. I'm just asking --

10 THE COURT: That's what you really are asking.
11 What if -- would you agree to a different day? And
12 then maybe I would agree with that and maybe we would
13 be done here. This is not a settlement negotiation.
14 Just ask her a question that is going to resolve this
15 case.

16 MR. MOORE: I just wanted to know where she is at.

17 THE COURT: Where she is, is what it says in the
18 paperwork. That's their position.

19 MR. MOORE: Okay. Well, then, I have no more
20 questions then.

21 THE COURT: Anything else?

22 MS. MALSAM: Thank you, Your Honor. I'm finished
23 except for the exhibits. Do you --

24 THE COURT: You better offer them now because she
25 may not be back on Tuesday.

1 MS. MALSAM: It is going to be horribly long and
2 drawn out. Is it okay if I go through each one?

3 THE COURT: Why is it horribly long?

4 MS. MALSAM: I will have to say --

5 THE COURT: The answer is "no." We are done for
6 the day. I have to let my staff go. It is 25 after.

7 MS. MALSAM: I mean, I was just going to go
8 through each one and just say -- because -- I mean,
9 there is a couple of things we can do.

10 THE COURT: No, there isn't. It is 4:25. I have
11 to let my staff go.

12 MS. MALSAM: Can I ask him if --

13 THE COURT: He might stipulate to their entry.
14 That's fine.

15 MS. MALSAM: I did ask him, and he won't agree.

16 THE COURT: You have a problem. You conducted
17 direct examination. You didn't ask for these things to
18 be admitted. You concluded all of your questions, and
19 I started asking questions.

20 MS. MALSAM: I will then have him do it through
21 his. That's fine.

22 THE COURT: Maybe. Or, she can come back on
23 Tuesday.

24 MS. MALSAM: Don't you have to come back on
25 Tuesday? I'm not sure. Is he finished?

1 THE COURT: Yes. He finished his examination of
2 her.

3 MS. MALSAM: Yes, but then he has to do his
4 testimony.

5 THE COURT: Yes. She doesn't have to be here.

6 MS. MALSAM: She doesn't?

7 THE COURT: Why? It is a civil case. She doesn't
8 have to be here at all. This case we just did with the
9 jury, the plaintiff is in a Federal Penitentiary in
10 Colorado. He hadn't been here for the whole case. He
11 testified by video.

12 She doesn't have to be here. She can be here if
13 she wants. She has a right to be here.

14 MS. MALSAM: Well, can I ask just for a couple of
15 exhibits?

16 THE COURT: We don't have the time. We are at
17 recess until Tuesday at 9:15.

18 As far as I'm concluded, we have concluded this
19 witness's testimony. If you want to reopen and call
20 her again next week that's fine with me.

21 MS. MALSAM: Yes, thank you.

22 THE COURT: That's the reason that I went long so
23 she wouldn't have to come back on Tuesday.

24 MS. MALSAM: I didn't realize that's what you were
25 doing.

1 THE WITNESS: Thank you, sir.

2 THE COURT: You're welcome.

3 If she able to come back on Tuesday and wants to
4 come back on Tuesday, she is perfectly welcome.

5
6 (At 4:30 p.m., recess was taken
7 until January 19th, 2016 at
8 9:30 a.m.)
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*****CERTIFICATE*****

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4
5 I, Katrina A. Smith, do hereby certify that the foregoing
6 transcript entitled Verbatim Report of Proceedings,
7 January 14th, 2016, was taken by me stenographically
8 and reduced to the foregoing, and that the same is true
9 and correct as transcribed.

10
11 DATED at Tacoma this 18th day of May 2016.

12
13 _____
14 KATRINA A. SMITH/SM-IT-HK-302N9
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2. Washington State Court Forms Index

Plain Language Forms

Washington State Court Forms

Here you will find forms that are used statewide in Washington Courts. This is not a complete list of all forms. Your Court may have forms you must file in a case. Please check with your [local Court](#) to confirm. Additionally, you may want to check the [Local Court Rules](#) for forms and for more information.

- > [View the List of All Forms](#)
- > [Guidelines for using an old Domestic Relations form to respond to or complete a case started on the old forms before July 1, 2016.](#)
- > [Response forms for old Domestic Relations Petitions.](#)
- > **Charts showing old Domestic Relations forms and new Family Law Forms**
 - > [Chart showing old and new forms - sorted by Domestic Relations number](#)
 - > [Chart showing old and new forms - sorted by new Family Law \(FL\) number](#)

Browse Forms by Category

Ending the Marriage

[Divorce \(Dissolution\)](#), [Legal Separation](#), [Convert Legal Separation to Divorce \(Dissolution\)](#), [Invalidate \(Annul\) Marriage](#), [Default](#), [Temporary Order to Pay Spousal Support](#), [Immediate Restraining Order](#), [Contempt of Court](#)

Non-Parent Custody

[Non-Parent Custody](#)

Unmarried Parents

[Petition for a Parenting Plan](#), [Residential Schedule and/or Child Support with Paternity Acknowledgment or Final Parentage Order](#), [Petition to Decide Parentage](#), [Immediate Restraining Order](#), [Contempt of Court](#), [Request Parenting Plan within 2 Years of Parentage Judgment](#)

Parenting Plan/Residential Schedule

[Motion Temporary Family Law Order - Parenting Plan \(divorce\)](#), [Temporary Non-Parent Custody Order - Temporary custody of the children](#), [Petition to Change a Parenting Plan/Residential Schedule](#), [Guardian Ad Litem](#)

Child Support

[Temporary Order - Child Support \(Dissolution\)](#), [Temporary Order - Child Support \(unmarried\)](#), [Petition to](#)

Protection Orders

[Domestic Violence](#), [Antiharassment](#), [Sexual Assault](#), [Stalking Protection Orders](#), [Surrender of Weapons](#), [Temporary Restraining Order](#), [No-Contact Orders](#), [Domestic Violence No-Contact Orders](#), and [Modify/Rescind](#), [Vulnerable Adult Protection Order](#)

Juvenile Court Forms

[Emancipation](#), [Shelter Care Proceedings](#), [Dependency Proceedings](#), [Termination and Reinstatement of Parent-Child Relationship](#), [CHINS/At-Risk Youth](#), [Juvenile Offense - Diversion Agreements](#), [Juvenile Offense proceedings in Juvenile court](#), [Declining Juvenile Court Jurisdiction](#), [Juvenile Court Records](#), [Miscellaneous](#), [Out-Of-Home Placement](#), [Relief from Offender Registration Requirements](#), [Title 13 RCW Guardianship](#), [Truancy](#), [Juvenile Court Forms](#)

Title 11 RCW Guardianship Forms

[Requesting a Guardianship or Limited Guardianship](#), [Guardianship Court Records](#), [Lay Guardian Training](#), [Appointing Guardian and Activities \(1st 90 days\)](#), [Periodic Reporting](#), [Closing a Guardianship](#), [Miscellaneous Guardianship Complaint](#), [Transfer of Guardianship](#)

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Family Law Plain Language Forms

Posted now for information only. To be filed starting May 1. Mandatory as of July 1, 2016.

The Access to Justice Board's Pro Se Project has converted the mandatory domestic relations pattern forms into plain language. The final versions have been approved and are posted below for information only. These new plain language family law forms may be filed starting May 1, 2016, and **must** be filed starting July 1, 2016. The mandatory use date has been extended because programmers asked for more time to update their document assembly software.

- **Up to** May 1, 2016, continue to file the domestic relations forms. You can find them:
 - › in the Categories for "Ending the Marriage," "Third-Party Custody," "Unmarried Parents," Parenting Plan/Residential Schedule," "Child Support," and "Child Relocation;" on the Washington State Court Forms page: <http://www.courts.wa.gov/forms/>, and
 - › under the heading "Domestic Relations," in the List of All Forms on the Washington State Court Forms page, in the List of All Forms: <http://www.courts.wa.gov/forms/?fa=forms.static&staticID=14>.
- **Starting May 1, 2016**, you **may** file the new family law forms posted below. The domestic relations forms will be removed from the courts' website and replaced with the new family law forms.
- **Starting July 1, 2016**, you **must** file the new family law forms.
- A case started on the domestic relations forms should be completed with the new family law forms. *Exceptions:*
 - › Response to Petition. For petitions filed on the domestic relations forms respond by using the domestic relations response form. The domestic relations response forms will be available on www.courts.wa.gov/forms at least until July 1, 2017.
 - › Proposed orders that were proposed on the domestic relations forms before July 1, 2016, may be entered as final orders after July 1, 2016.
- Form Packets:
 - › To prepare for the transition, people should limit their supply of printed form packets with the domestic relations forms.
 - › We recommend that anyone providing form packets before May 1, 2016, include a notice stating that the forms will change on May 1, 2016. We suggest that packets distributed between February 1 and May 1 include both the domestic relations forms and the new family law forms.

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- [RCW 26.18.220\(3\)](#) : A party's failure to use the mandatory forms or follow the format rules shall not be a reason to dismiss a case, refuse a filing, or strike a pleading. However, the court may require the party to submit a corrected pleading and may impose terms payable to the opposing party or payable to the court, or both.

For more information about the project's supporters and the form approval process, see the [Justice's Letter of Support](#) and the [Form Approval Process](#) links to the right.

Court Files - Confidential Information forms

See the chart showing old and new forms - sorted by new FL number. 

See the chart showing old and new forms - sorted by existing number. 

[Zip file of Family Law plain language forms for May 1, 2016](#)

[See the Family Law Format and Style Rules for May 1, 2016](#)

Form	Title	Revised
FL All Family 001	Confidential Information	 05/2016
FL All Family 002	Attachment to Confidential Information (Additional Parties or Children)	 05/2016
FL All Family 011	Sealed Financial Source Documents (Cover Sheet)	 05/2016
FL All Family 012	Sealed Personal Health Care Records (Cover Sheet)	 05/2016
FL All Family 013	Sealed Confidential Report (Cover Sheet)	 05/2016
FL All Family 020	Agreed Order Allowing Access to Restricted Court Records (GR22(c)(2))	 05/2016
FL All Family 021	Motion for Access to Restricted Court Records (GR22(c)(2))	 05/2016
FL All Family 022	Order about Access to Restricted Court Records (GR22(c)(2))	 05/2016

Forms for Use in All Family Law Cases

See the chart showing old and new forms - sorted by new FL number. 

See the chart showing old and new forms - sorted by existing number. 

[Zip file of Family Law plain language forms for May 1, 2016](#)

[See the Family Law Format and Style Rules for May 1, 2016](#)

Form	Title	Download Revised
FL All Family 101	Proof of Personal Service	 05/2016
FL All Family 102	Declaration: Personal Service Could Not be Made in Washington	 05/2016
FL All Family 103	Notice Re Military Dependent	 05/2016
FL All Family 104	Motion to Serve by Mail	 05/2016
FL All Family 105	Order to Allow Service by Mail	 05/2016
FL All Family 106	Summons Served by Mail	 05/2016
FL All Family 107	Proof of Service by Mail	 05/2016
FL All Family 108	Motion to Serve by Publication	 05/2016
FL All Family 109	Order to Allow Service by Publication	 05/2016
FL All Family 110	Summons Served by Publication	 05/2016
FL All Family 111	Proof of Publication (Cover Sheet)	 05/2016

Family Law Forms - Plain Language Conversion (sorted by new FL number)

Updated 1/29/2016

New FL Number	Plain Lang. Form Title	Existing Form Number	Existing Form Title	Comments
FL Parentage 300	Summons: Notice about Parentage	WPF PS 01.0160, 11.0200, 12.0200, 13.0200, 14.0200, and 16.0200	Summons (Parentage) (SM)	Consolidated Summons form for all the parentage petitions (except 15.0200)
FL Parentage 301	Petition to Decide Parentage	WPF PS 01.0100	Petition for Establishment of Parentage (PTDTP)	
FL Parentage 302	Declaration about Parentage	WPF PS 01.0150	Declaration of a Party to the Action to Establish Parentage (Parentage) (DCLR)	
FL Parentage 303	Response to Petition to Decide Parentage	WPF PS 01.0300	Response to Petition for Establishment of Parentage (RSP)	
FL Parentage 304	Residential Schedule	WPF PS 01.0450 and 15.0650	Residential Schedule; Proposed (PRS), Temporary (TRS), Final Order (RS)	Would like to delete, but need leg change.
FL Parentage 305	Motion for Genetic Testing	WPF PS 02.0200	Motion and Declaration for Order to Require Genetic Tests (MTAF)	
FL Parentage 306	Order on Motion for Genetic Testing	WPF PS 02.0300	Order Requiring Genetic Tests (ORBT)	Adapted form to either grant or deny motion
FL Parentage 307	Agreed Order for Genetic Testing	WPF PS 02.0250	Paternity Genetic Testing Stipulation/Order on Stipulation (ORBT)	
FL Parentage 308	Chain of Custody Declaration	WPF PS 02.0350	Declaration of Chain of Custody (Optional Use) (DCLR)	
FL Parentage 313	Motion for Summary Judgment (Parentage)	WPF PS 03.0250	Motion for Summary Judgment on Parentage (MTSMJG)	
FL Parentage 314	Summary Judgment Order (Parentage) [] On some issues [] On all issues	WPF PS 03.0270	Order Granting Motion for Summary Judgment (ORGSJ)	
FL Parentage 315	Findings and Conclusions About Parentage	WPF PS 04.0350	Findings of Fact and Conclusions of Law (Parentage) (FNFLC)	
FL Parentage 316	Final Parentage Order	WPF PS 04.0200	Judgment and Order Determining Parentage and Granting Additional Relief (JDOEP)	
FL Parentage 317	Motion for Parenting Plan or Residential Schedule (within 2 years of Final Parentage Order)	WPF PS 04.0500	Motion and Declaration for Parenting Plan/Residential Schedule Within Two Years of Entry of Parentage Judgment (MTAF)	
FL Parentage 318	Order on Motion for Parenting Plan or Residential Schedule (within 2 years of Final Parentage Order)	WPF PS 04.0550	Order Re Parenting Plan/Residential Schedule Within Two Years of Entry of Parentage Judgment (OAPP2Y)	
FL Parentage 321	Motion for Immediate Restraining Order (Ex Parte)	WPF PS 04.0150	Motion/Declaration for Ex Parte Restraining Order and Order to Show Cause (MTSC)	Tracks FL Divorce 221
FL Parentage 322	Immediate Restraining Order (Ex Parte) and Hearing Notice	WPF PS 04.0170	Ex Parte Restraining Order/Order to Show Cause (TPROTSC/ORTSC)	Tracks FL Divorce 222
FL Parentage 323	Motion for Temporary Family Law Order [] and Restraining Order	WPF PS 04.0100	Motion and Declaration for Temporary Order (MTAF)	Tracks FL Divorce 223

Chapter 26.26 RCW

Family Law Forms - Plain Language Conversion (sorted by new FL number)

Updated 1/29/2016

New FL Number	Plain Lang. Form Title	Existing Form Number	Existing Form Title	Comments
FL Parentage 324	Temporary Family Law Order	WPF PS 04.0250	Temporary Order (Parentage) (TMO/TMRO)	Tracks FL Divorce 224
FL Parentage 329	Sealed Birth Certificate or Paternity Document (Cover Sheet)	WPF PS 15.0150	Sealed [] Acknowledgment [] Denial of Paternity [] Birth Certificate (Cover Sheet) (SADP)	
FL Parentage 330	Summons: Notice about Petition for Parenting Plan, Residential Schedule, and/or Child Support	WPF PS 15.0200 and 15A.0200	Summons (Petition for Residential Schedule/Parenting Plan or Child Support) (SM)	Combined in-state and out-of-state versions
FL Parentage 331	Petition for a Parenting Plan, Residential Schedule and/or Child Support	WPF PS 15.0100 and 15A.0100	Petition for Residential Schedule/Parenting Plan/Child Support. (PT)	Combined in-state and out-of-state versions
FL Parentage 332	Response to Petition for Parenting Plan, Residential Schedule and/or Child Support	WPF PS 15.0300 and 15A.0300	Response to Petition for Residential Schedule/Parenting Plan/Child Support (RSP)	Combined in-state and out-of-state versions
FL Parentage 333	Final Order and Findings for a Parenting Plan, Residential Schedule and/or Child Support	WPF PS 15.0400, 15.500, 15A.0400 and 15A.0500	Judgment and Order Establishing Residential Schedule/Parenting Plan/Child Support (JDORS)	Combined Findings and Order. Combined in-state and out-of-state versions.
FL Parentage 341	Petition to Withdraw (Rescind) Paternity Acknowledgment / Denial of Paternity	WPF PS 11.0100 and 12.0100	Petition for Rescission of Paternity Acknowledgment (PT)	Combined versions for PA Acknowledgment and Denial
FL Parentage 342	Response to Petition to Withdraw (Rescind) Paternity Acknowledgment or Denial	WPF PS 11.0300 and 12.0300	Response to Petition for Rescission of Acknowledgment of Paternity Within 60 Days (RSP)	Combined versions for PA Acknowledgment and Denial
FL Parentage 343	Final Order and Findings on Petition to Withdraw (Rescind) Paternity Acknowledgment or Denial	WPF PS 11.0400, 11.0500, 12.0400 and 12.0500	Judgment and Order on Rescission of Acknowledgment of Paternity Within 60 Days and Granting Other Relief (JDOAKP)	Combined Findings and Order. Combined versions for PA Acknowledgment and Denial.
FL Parentage 345	Petition to Challenge Paternity Acknowledgment and/or Denial of Paternity	WPF PS 13.0100 and 14.0100	Petition for Challenge to Paternity Acknowledgment(PTAKP)	Combined versions for PA Acknowledgment and Denial
FL Parentage 346	Response to Petition to Challenge Paternity Acknowledgment or Denial	WPF PS 13.0300 and 14.0300	Response to Petition for Challenge to Acknowledgment of Paternity (RSP)	Combined versions for PA Acknowledgment and Denial
FL Parentage 347	Findings and Conclusions on Petition to Challenge Paternity Acknowledgment or Denial	WPF PS 13.0400 and 14.0400	Findings of Fact and Conclusions of Law on Challenge to Paternity Acknowledgment (FNFCL)	Combined versions for PA Acknowledgment and Denial
FL Parentage 348	Final Order on Petition to Challenge Paternity Acknowledgment or Denial	WPF PS 13.0500 and 14.0500	Judgment and Order on Challenge to Paternity Acknowledgment and Granting Other Relief (JDOAKP)	Combined versions for PA Acknowledgment and Denial
FL Parentage 351	Petition to Decide Parentage (after Acknowledgment or Court Decision)	WPF PS 16.0100	Petition for Establishment of Parentage Pursuant to RCW 26.26.540(2) (PTDTP)	
FL Parentage 352	Response to Petition to Decide Parentage (after Acknowledgment or Court Decision)	WPF PS 16.0300	Response to Petition for Establishment of Parentage Pursuant to RCW 26.26.540(2) (RSP)	
FL Parentage 353	Findings and Conclusions About Parentage (after Acknowledgment or earlier Court Decision)	WPF PS 16.0400	Findings of Fact and Conclusions of Law on Petition for Establishment of Parentage Pursuant to RCW 26.26.540(2) (FNFCL)	

Family Law Forms - Plain Language Conversion (sorted by new FL number)

Updated 1/29/2016

New FL Number	Plain Lang. Form Title	Existing Form Number	Existing Form Title	Comments
FL Parentage 354	Final Parentage Order (after Acknowledgment or earlier Court Decision)	WPF PS 16.0500	Judgment and Order on Petition for Establishment of Parentage Pursuant to RCW 26.26.540(2) and Granting Other Relief (JDOEP)	
FL Parentage 355	Petition to Disprove Parentage of Presumed Parent	WPF PS 17.0100	Petition to Disestablish Parentage Based on Presumption (PT)	
FL Parentage 356	Response to Petition to Disprove Parentage of Presumed Parent	WPF PS 17.0300	Response to Petition to Disestablish Parentage Based on Presumption (RSP)	
FL Parentage 357	Findings and Conclusions on Petition to Disprove Parentage of Presumed Parent	WPF PS 17.0400	Findings of Fact and Conclusions of Law on Petition to Disestablish Parentage Based on Presumption (FNFL)	
FL Parentage 358	Final Order on Petition to Disprove Parentage of Presumed Parent	WPF PS 17.0500	Judgment and Order on Petition to Disestablish Parentage Based on Presumption and Granting Other Relief (JODRDP)	
	Deleted	WPF PS 01.0400	Parenting Plan; Proposed (PPP), Temporary (PPT), Final Order (PP)	Combined with the DR version into FL All Family 140
	Deleted	WPF PS 01.0500	Order of Child Support (TMORS, ORS)	Combined with the DR and CU version into FL All Family 130
	Deleted	WPF PS 04.0120	Declaration in Support of Proposed Parenting Plan (DCLSPPP)	Combined with the DR version into FL All Family 139
	Deleted	WPF PS 10B.0850	Order Appointing Guardian Ad Litem on Behalf of Minor (ORAPGL)	Combined with the DR version into FL All Family 146
	Deleted	WPF PS 11.0200	Summons (Rescission of Acknowledgment of Paternity Within 60 Days) (SM)	Combined into a consolidated Summons form FL Parentage 300
	Deleted	WPF PS 11.0400	Findings of Fact and Conclusions of Law on Rescission of Paternity Acknowledgment (FNFL)	Combined Findings and Order into FL Parentage 343
	Deleted	WPF PS 12.0100	Petition for Rescission of Denial of Paternity (PT)	Combined with the version for Acknowledgments, FL Parentage 341
	Deleted	WPF PS 12.0200	Summons (Rescission of Denial of Paternity Within 60 Days) (SM)	Combined into a consolidated Summons form FL Parentage 300
	Deleted	WPF PS 12.0300	Response to Petition for Rescission of Denial of Paternity Within 60 Days (RSP)	Combined with the version for Acknowledgments, FL Parentage 342
	Deleted	WPF PS 12.0400	Findings of Fact and Conclusions of Law on Rescission of Denial of Paternity (FNFL)	Combined with the version for Acknowledgments, FL Parentage 343
	Deleted	WPF PS 12.0500	Judgment and Order on Rescission of Denial of Paternity Within 60 Days and Granting Other Relief (JDOEP)	Combined with the version for Acknowledgments, FL Parentage 343
	Deleted	WPF PS 13.0200	Summons (Challenge to Acknowledgment of Paternity) (SM)	Combined into a consolidated Summons form FL Parentage 300
	Deleted	WPF PS 14.0100	Petition for Challenge to Denial of Paternity (PT)	Combined with the version for Acknowledgments, FL Parentage 345