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STATE OF WASHINGTON

63244-2

In re the marriage of
Janie L. Block,
Respondent,
and
Dennis L. Block,
Appellant

No. 63242-2-1
BRIEF OF APPELLANT

ORIGINAL

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I. STATEMENT OF THE CASE

The parties were married October 16, 1993 and three children were born of this marriage. Two daughters, Kathryn (age 13) and Kyra (age 10), as well as a special needs son (Down's Syndrome) Karston (age 5). At the time of separation, the Respondent/wife worked part time at a local health club and the Appellant/husband worked for Boeing. They separated on December 21, 2007. This is a mid-term length marriage where both parties are healthy and were approximately the age of 37 at separation. The separation was based on an alleged act of domestic violence and the wife remained in the family home. Temporary orders were entered, (CP #23, #24, #25 and #27) respectively on February 22, 2008. One of the orders was corrected on March 12, 2008 (CP # 27). Trial was set for November 6, 2008, and mediation occurred on October 22, 2008. Not a single issue had been resolved or settled prior to mediation nor was there any other court action prior to the mediation subsequent from the initial temporary orders.

The temporary orders, entered on February 22, 2009 (CP #25, 198-200) and then corrected on March 12, 2009 (CP# 27, 194-197) placed the Petitioner with all three of the children, in the family home. (CP #27 at 197). The Appellant/husband was to pay support of which it was calculated that \$1,476.00 was child support (CP # 27 at 197), and a combined spousal support and payment of the mortgage on the family

home for a total amount of \$1,424.00 a month. (CP # 27 at 196 -197). This total support amount was \$2,900.00 a month and over half of the Appellant/Father's net income. For the purposes of the child support the wife's income was substantially lower based upon her actual hours earned through her employment rather than imputed full time which placed the distortional amount of child support obligation upon the Appellant/husband at 99.6 percent. (CP # 24 at 211). The temporary orders also made each party responsible for their own debts and the wife was specifically responsible for her debts incurred on the BECU Visa card and all debts since separation. (CP # 25 at 201 and CP # 27 at 197). The Respondent/wife was allowed to use the BECU up to the amount of \$2,500 for vocational career counseling if the interest rate was better than the line of credit the party's had at that time. (CP # 27 at 197).

The Appellant/husband had been ejected from the family home on December 21, 2007 and did not return to this home until after Mediation. The Appellant/husband asserts that the allegation of domestic violence was a one-time incident in which he was defending himself from the aggressive behavior of the Respondent/wife. However, the wife was been able to parlay this one time incident into a criminal action against him as well as temporary limitations in the parenting plan. (CP # 23 at 216). This action resulted in sole decision making for the wife for both non-emergency health care and educational decisions under the temporary orders (CP # 23 at 220). These two issues were clearly set apart in the

temporary orders to be dealt with more completely and evenly at a later date or trial.

The Appellant/Husband record both through the Family Law Court in Snohomish County and the Island District Court demonstrated that there had been no history of Domestic Violence and has complied with all aspects of any court orders required of him in regards to the allegation of Domestic Violence. (CP # 97 and CP # 104) At the time of mediation, October 22, 2008, there had been no other hearings or other issues previously resolved. (See court docket). Trial was set for November 6, 2009, two weeks later.

The Mediation was set by agreement through their attorneys and both parties signed a mediation agreement which was sent to the respective attorneys by facsimile on October 16, 2008 just days before the mediation of October 22, 2008, was set to commence.

At mediation, which lasted approximately three and a half (3 & 1/2) hours, (CP # 64 at 27), the Appellant alleges that he relied heavily on his attorney as well as statements made throughout by the mediator telling him that he would “not receive anything better at trial.” At no time prior to mediation or even during mediation was it explained to him what “Binding Arbitration” was and the affect it would have on his case by either his attorney or by the mediator. At all times, Mr. Block contends that it was his belief that he was there to deal in good faith to attempt to resolve some if not all of the issues he was going to face at trial in two weeks.

Almost as soon as the alleged CR 2(a) agreement was signed problems arose both regarding the agreement itself and in the implementation of the alleged agreement between the parties.

Because of the nature of this action arising from Mediation which is considered a settlement process and therefore barred by rules of evidence, most of the disputes were raised through the attorneys and in the form of emails and telephone calls which are not part of the record.

On or about January 3, 2009, the Appellant was allowed to move back into the family home on Camano Island. On or about January 26, 2009, after not being told where his children had been moved to, the Appellant filed a motion for Contempt as well as a motion regarding removal of spousal support and allocation of tax exemption.

Ms First, the attorney for the Respondent/wife did not respond to such motion in any manner, yet appeared for the hearing on February 9, 2009 and presented to the court that day a hundred plus page motion to enforce the alleged CR 2(a) agreement and served the attorney for the Appellant in court with her motion without prior notice to the Appellant or his attorney (CP # 57). Because of this action the Family Law Court would not hear the motions properly set for that day brought by the Appellant although the alleged contempt was based upon a violation of the temporary orders, not the CR 2 (a) agreement.

The Respondent's motion then had been improperly set and had to be re-set properly to the Judge's civil motion's calendar and was finally heard on March 3, 2009.

At the same time Ms First then presented her own motion on contempt against Mr. Block for non-payment of spousal support claiming that Mr. Block had not paid the full amount for January, 2009 although he had over paid on Child Support. This motion was later dropped by the Respondent. Therefore, the Appellant's motion for contempt was bumped over until after March 3, 2009 hearing on the CR 2 (a). By the time the hearing on Contempt brought by the Appellant was heard, the Respondent had dropped her contempt on her issues and the issue of moving the children in violation of relocation laws was moot.

On March 3, 2009, the Honorable Judge Ellen Fair upheld the CR 2 (a) agreement and sent all issues back to the arbitrator including new issues raised by the Respondent for the first time at this hearing. No final pleadings were entered that day and no final pleadings were offered to be entered by the Respondent. (CP #57).

II. SUMMARY OF ARGUMENT

In this case, the alleged Civil Rule 2 (a) agreement led the parties into further disputes, was invalid on its face, included terms and conditions to which were either not discussed or were not revealed to the Appellant and the Respondent/wife did not mediate in good faith at the mediation by hiding vital information.

Furthermore, in this case, the court erred in law, when it failed to follow the law when it enforced a Civil Rule 2 (a) agreement between the parties as it did not apply the Summary Judgment standard as required by case law of this State in the following manner:

1. The court did not view the disputes in the most favorable light to the non-movant;
2. The movant failed to meet their burden in proving there were no disputes of Material Facts and or the Court ignored or disregarded the disputes over material facts, and
3. The Court did not find that there be but one outcome that reasonable minds could conclude.

III. ARGUMENT

This case is particularly difficult because the bulk of the issues arise from Mediation and then subsequently from Binding Arbitration. Given that both Mediation and Arbitration are strictly governed by settlement laws and or is sealed so the Appellant is forced to use only what was put into the record. In this case, the record is mostly during the same time frame and subsequent to the Court's ruling on March 3, 2009 ordering the enforcement of the CR 2 (a) agreement, (CP #75). This includes, but is not limited to, the contempt motion brought by the Appellant (CP #44), his Motion to Terminate Support and other issues, (CP #48) as well as the final ruling of the arbitrator which was filed with the court on June 30, 2009. (CP #105) The ruling to enforce a alleged settlement on "all issues" for a dissolution would seem to naturally warrant the entry of final

documents, however, none were signed on March 3, 2009 and non were offered by the Respondent wife seeking enforcement of the CR 2(a) agreement.

The Appellant asserts that there were several difficulties in the process of Mediation and Binding Arbitration which first gives rise to a CR 2(a) agreement, including but not limited to such an agreement being the final and full settlement of all issues as claimed, but there were irregularities in the process and that both parties were dissatisfied with the outcome of this alleged agreement.

A. The Standard of Review is De Novo.

“The standard of review is de novo because the motion to enforce a settlement agreement is like a summary judgment motion.” *Lavinge v. Green*, 106 Wn. App. 12, 16, 23 P.3d 515 (2001). The *Lavinge*, court held that:

The standard of review is de novo because the motion to enforce a settlement agreement is like a summary judgment motion. “When a moving party relies on affidavits or declarations to show that a settlement agreement is not genuinely disputed, the trial court proceeds as if considering a summary judgment.” Citing, *Brinkerhoff v. Campbell*, 99 Wash. App. 692, 696, 994 P.2nd 911 (2000). Additionally, the application of a court rule to particular facts is a question of law, reviewable de novo. *State v. Tatum*, 74 Wash. App. 81, 86, 871 P.2nd 1123 (1994). *Lavinge* at 16.

However, if a court enforces a CR 2(a) agreement when there are disputed facts without first holding an evidentiary hearing to resolve any such disputed facts, it may also have abused its discretion as well. *Kwiatkowski*

v. *Drews*, 142 Wn. App. 463, 479, 176 P.3d 510 (2008), citing Brinkerhoff at 696.

In the case at hand, it is not clear as to whether or not the Court abused its discretion as the court did not go far enough in its analysis to include the summary judgment standard to make a finding that the issues in dispute were material or made a finding that the movant had met their burden in demonstrating there were no material facts in disputes.. However, the Appellant in this case argues that the issues in dispute are and were material and that the court should have ruled against enforcement or in the alternative ordered an evidentiary hearing regarding the disputes.

B. The CR 2(a) agreement was not enforceable.

There are many reasons, described fully below, why this agreement should not be enforced.

1. The parties did not reach an agreement on all issues.

It has long been encouraged within our court system to settle disputes and CR 2 (a) agreements are encouraged. However, as the *Howard* Court held:

“The purpose of the cited rule and statute is to avoid such disputes and to give certainty and finality to settlements and compromises. . . .”. *Howard v. DiMaggio* , 70 Wn. App.734, 738, 855 P.2d 335 (1993). It is clear that the Court’s desire for mediation and CR 2(a) agreements is to resolve disputes, not create more disputes.

In the case at hand, the mediation and the CR 2 (a) agreement only created more difficulties and did not finalize all issues although the CR 2 (a) states that it was the “full and final settlement” of the parties as well as this “CR2A Agreement and attached final documents are intended to have **immediate force and effect.**” (CP # 57 at 63).

At the mediation, the parties signed only the CR 2 (a) agreement (also initialing the bottom of each page) as well as the only attached documents: a final parenting plan, the child support worksheets, a spreadsheet of debts prepared by the mediator and a list of items prepared by the Appellant with the understanding the family home would remain in the wife’s possession since she had always made such claim until the mediation (CP # 62 at 38 and CP # 57 at 75). Note, that this list of personal property gives the Respondent/wife the built in appliances, which would substantiate the claim by the Appellant his belief that the wife was going to remain in the family home.

The Appellant learns for the first time at mediation that the house would be given to him and not kept by his wife. Even in the Respondent/wife’s mediation Package submitted to the mediator and the Appellant’s attorney, the proposal of the Respondent/wife was to sell the home. Subsequently he learns and submits as one of his material facts in this dispute is that the Wife had apparently moved out several months prior taking the three children and moving into a home with a strange man to whom the wife hid from the husband and the wife denies this fact although the husband has

proven that the wife had either turned off all utilities or used substantially less. The propane which heats the hot water was turned off approximately July 11, 2008 and the cable was shut off in and around September, 2008 and the electrical and water use for four people were substantially low. (CP # 44 159-173 and CP # 62 at 37-38). Had the husband known the wife was going to abandon the home he could have moved in (he was paying for his own support and for the mortgage for an empty house for approximately 5 months) prior to mediation and he would have been able to negotiate differently at this mediation.

Furthermore, the Respondent/wife was given the built in appliances at mediation because the Appellant believed she was staying in the family home (CP # 57 at 75) and the Appellant actually gave her these items on that belief. However, once it was determined later in the mediation that he was getting the home to reside in, the Respondent still wanted the built in appliances and the mediator had to make a ruling regarding these appliances. (CP #57 at 132) The Appellant reasons that this fact alone should demonstrate on some level the confusion that occurred at mediation. The wife had also left her job several months prior to mediation and did not tell anyone. In fact she asserted, in bad faith at mediation, that she was still working part time for the health club. (CP #62 at 37).

In addition, the Appellant/Husband was only given a spreadsheet at mediation which outlined only balances for debts and it was only after the

fact that he discovered that his wife had charged more than the \$2,500 (CP #57 at 91 and CP #62 at 38) for Career Services and had charged all of her attorney fees on the BECU credit card yet at no time did the Respondent/wife make any payments on the BECU credit card. Again, had the Appellant known about these specific charges, he would have argued them differently for allocation at mediation.

Although he signed off on the Parenting Plan and the Child Support worksheets, there were several errors and omissions which were not discovered at mediation but soon afterwards. Although it was not noted at the mediation, and all parties signed off on the child support worksheets, Appellant's attorney immediately sent correspondence to the wife's attorney and mediator expressing the errors made in not putting in the proper and legal deductions into the appellant/husband's portion regarding income. These were his proper taxes, his pension and his union dues (CP # 64 at 28). The Appellant believes, that this mere omission which has been repeatedly upheld by the arbitrator, will lead to further litigation alone as Mr. Block will need to petition for a modification of child support to have his legal and proper deductions added back in.

Mr. Block has objected to this omission since the beginning, however, the Respondent/wife has fought it and even in the final ruling of the arbitrator, because Mr. Block and his attorney overlooked this one issue in the 3½ hour mediation, the arbitrator held that Mr. Block "agreed" to no deductions from his child support worksheets. (CP # 105 at 233).

In addition, the Appellant asserts that there representations made by the wife and her attorney which were not reflected in the documents. For example, the Appellant was told that the wife's sole decision making would be dependent upon a requirement of the wife to give him adequate notice to object, yet, there was nothing in the parenting plan when they left mediation that gave him this notice. (CP # 57 at 81-82).

One of the biggest areas of contention with the Appellant has been the Parenting Plan in this case. As a general rule, based upon the case law and statutes of this state, in Snohomish County Superior Court, parenting issues are not arbitrated. Mediation is encouraged but not arbitration. (CP # 33 at 193, Ms First's "Initial Statement of Arbitrability and why this case was not subject to arbitration).

It is interesting to note that the parenting plan allegedly agreed to by the parties in case does not have a single alteration made to it. Not a single provision, term or word of the parenting plan was changed. Considering how difficult it has been for the parties to fully implement this plan, it is surprising that so little attention was given to it at mediation and now, it has been rubber stamped by the arbitrator as agreed to (CP # 105 at 231-282).

It was also the Appellant's understanding, with the assertions made at mediation, that the limitations cited in section 2.1 (CP # 105 at 257) would be lifted, since he had at the time of mediation had almost fully complied

with all recommendations of the courts. Such compliance has now fully occurred (CP # 97 and CP # 104).

What is most interesting in this case is that the Parenting Plan adopted at mediation not only keeps the basis for limitations in place and orders no dispute resolution process but court action, however, this very same parenting plan is a product of a form of dispute resolution, i.e., the mediation. Furthermore, all of the disputes since this alleged agreement was made have not be sent back to court but have been sent to the arbitrator. A disfavored form of settling parenting disputes. Did these parties really intend to give up all rights to court intervention by virtue of this CR 2(a) agreement?

In this Parenting Plan, in spite of the alleged limitations against the father which supposedly give rise to the sole decision making given to the mother for education and all non-emergency health care, except for orthodontic, the time the father spends with the children is far from being limited. The Appellant believes that reason for the limitation asserted for the mother is not based upon fear of harm, but to control financially all issues regarding the children.

This belief is supported in the Parenting Plan itself. For example, if you review section 3.10, the section which states how a parent's time is limited because of the foregoing Restrictions, (CP # 57 at 79-80) the limitations set forth are for both parents and not against the father only, yet no restrictions are alleged against the Respondent/mother. Furthermore, these

types of limitations cited in 3.10 are usual and customary and typically found in section six of a Parenting Plan entitled "Other Provisions." These types of additional comments in section six are used for the purposes of assisting parents in co-parenting and setting proper boundaries and are not used to limit one parent over the other. (CP #57 at 82-83).

Another example of unresolved issues in this case which leads to disputes and to confusion, was the fact that there was no explanation to Mr. Block of what "First Dollar" meant and how this would affect his payment for extra ordinary medical expenses. Especially in light of the fact that these parties have a special needs child who would more likely than not be dependent upon his parents for support for the rest of his life. (CP # 57 at 70).

As noted in the rulings by the arbitrator it is clear that payment over the extra-ordinary expenses has cause difficulties between these parties. (CP # 105 at 234-235). Although the arbitrator paints the issue with a brush being diminutive in nature, the parties have spent substantial time and attorney's time in dealing with this one issue of confusion.

The Appellant asserts that it was never explained to him the affect of the "First Dollar" language regarding extra-ordinary health care and all of the other expenses listed for his children and how it deletes the first 5% he has already paid in his monthly child support amount. Had he known that this "First Dollar" language meant that he would pay twice the 5% amount, he would have never agreed to it. This is area that was pushed through

without discussion or real understanding and therefore there was no true agreement.

Finally, although the wife also agreed to this Parenting Plan she had difficulties with it as well. Almost immediately she sought to have the exchange place changed. (CP 57# at 119).

The Respondent/wife still to this day attempts to enter final pleadings with items that are not in the CR2 (a) agreement nor ruled on by the arbitrator. Since Ms. First did not file these final pleadings with the court file, they cannot be clerk's papers so I have attached a copy of the final pleadings submitted to us for a hearing set on July 20, 2009 and just prior to this brief needing to be filed.

If you go through the pleadings submitted the first thing I noted was that the parenting plan allegedly agreed to at mediation is not attached and Ms First has re-drafted it with many changes which are in direct contrast to the rulings of the arbitrator. We have circled the changes in the document attached and then reference them to the clerk's papers where applicable.

First, note that there are several changes which are not mentioned either the CR 2(a) agreement (CP # 57 at 63-91) or the December 16, 2008 letter ruling (CP #57 at 106-107), the January 21, 2009 ruling by the arbitrator (CP # 57 at 131-133) or the June 9, 2009 final ruling.

See, Ms First's Final Proposed Parenting Plan section 3.8 with added times for special occasions which were not there in the mediation

Parenting Plan nor ruled upon by the arbitrator. See also section 6.11 which are completely new.

There are also several sections which are directly in conflict with the ruling of the arbitrator.

See, Ms First's proposed Final Parenting Plan 3.7 (CP #57 at 131) where the arbitrator specifically stated there was to be no changes to the agreed Parenting Plan at mediation for this section yet she makes two specific changes. See also, section 3.11 where the arbitrator ruled in Appellant's favor in keeping the exchange point the same in his January 21, 2009 ruling (CP #57 at 132) to which was upheld in his final ruling (CP #105 236). Yet, Ms First leaves this provision open in the final pleadings although ruled on twice against Ms Block's request for a change.

In the Findings of Fact as well as the Decree, Ms First adds language reserving attorney fees and costs when the CR 2(a) agreement specifically states each party would be responsible for their own (CP 57 at 72 and CP # 105 at 239-240).

Another area is the Judgment in the Decree. Arbitrarily, Ms First set forth an amount and date for interest on such an amount owing but nowhere in the agreement do you find this amount let alone prejudgment interest on this amount. However, it is true that there is a dispute between the parties regarding the CDs that were to be awarded to Ms Block. The Appellant when he moved back into the family home on January 3, 2009 discovered that in spite of the high amount of child support and spousal support he

had paid for the previous year, that not only did Ms Block abandon the home but also failed to follow the temporary orders and failed to pay the taxes on the property. Therefore, he paid all taxes and penalties owing out of the CDs and gave the remaining amount to Ms Block.

Even still there was no court ordered time in which he was to pay Ms Block as no final papers had been entered and therefore pre-judgment interest should not be attached as it is in these pleadings.

If there was an amount due and owing, which is disputed between the parties, than such amount would be calculated per the arbitrator in his January 21, 2009 ruling at \$1,510.10 (CP #57 at 133 which relates to the figures in CP #57 at 118 (sec. 5)). However, at no time, has there been any date certain to which interest would attach and therefore, not only is the number submitted arbitrary but also not supported by the alleged agreement of the parties and or the rulings of the arbitrator.

Ms First also adds language ruling that the Appellant owes for support not agreed to or ruled on. See the spousal support for the months of November and December, 2008 (\$1,550.00 a month) although nowhere in the CR 2(a) agreement or the subsequent rulings is any language regarding such amounts owed. If signed, then there would be an additional judgment against the Appellant for unpaid support. Where Ms Block and her attorney came up with this section is completely a mystery to the Appellant.

2. The parties in this case were not told that the mediation would lead to automatic binding arbitration.

Binding arbitration has a significantly different legal impact and ramifications on a case than mediation. With mediation, you do not give up your right to a trial. With binding arbitration you give up this right. To understand such differences a person needs to be counseled as to the significant differences each legal process offers in order to accept or reject such process. Yet in this case, neither the attorney for the Appellant nor the mediator spent any time explaining binding arbitration to the Appellant. If the parties had gone to trial on the very same issues, at best, it would have been at least a three day trial in this attorney's estimation of the disputes just since the mediation occurred.

It is of particular importance to the Appellant in this case that the mediation agreement is silent as to binding arbitration and that it was the mediator who crafted the CR 2 (a) agreement. See attached copy of mediation agreement the Appellant was given in this case. (RCW 5.60.070 (1)(b) allows for this agreement to be attached as it would be normal discovery and was not used specifically for the issues addressed at mediation).

In fact, it appears as if the bulk of the CR 2 (a) agreement was crafted prior to mediation by the mediator. In short, it appears to the Appellant that the mediator came to the mediation with a plan in mind and then spent the 3½ hours demonstrating to him why he should accept his plan.

It is notable in this case, that not one pleading was submitted by Mr. Canfield either prior to or at the mediation and only pleadings by the mediator and Ms. First have been submitted. (CP #64 at 27-28),

The fact that the mediation and the CR 2(a) agreement, which purports to be “a full and final settlement” as set forth on the first page of the agreement, (CP # 57 at 63) and that mediation only took only three and a half (3 ½) hours, as well as the fact that the mediation agreement is silent as to binding arbitration, are facts that should leave a reasonable person to believe that the issue regarding binding arbitration was not fully discussed in a salient and cogent manner so as to ensure that the parties involved would have a complete understanding of the process and how this process would affect their respective rights as asserted by the Appellant.

The Appellant did not know that he was prevented from further discussion on the issues. (CP 57 at 106-107, 131 – 133 and CP 105 at 231-282).

3. The Agreements that were made immediately caused further disputes or did not fully resolve the disputes between the parties.

a) Civil Rule 2 (a) Agreements.

Civil Rule 2(a) cites in applicable part, that:

[n]o agreement or consent between parties or attorneys in respect to the proceedings in a cause, the purport of which is disputed, will be regarded by the court unless the same shall have been made and assented to in open court on the record, or entered in the minutes, or unless the evidence thereof shall be in writing and subscribed by the attorneys denying the same.

Civil Rule 2(a). In this case, there is no dispute between the parties that in fact, on October 22, 2008, both parties sat down with a mediator and their respective attorneys on the eve of trial and attempted to hammer out an agreement on the issues.

In this case, as mentioned above Mr. Canfield, the attorney for the Appellant at mediation and for a short time thereafter immediately contacted both the mediator and the attorney for the Respondent regarding the error in the Child Support Worksheets and other issues (CP #64 at 28-30).

The Parenting Plan agreed to also have caused immediate problems as well. Mr. Canfield drafted a letter on January 5, 2009 to the arbitrator (CP #57 at 114-116) which sets forth many of the concerns there was as well numerous emails back and forth between the attorneys and the mediator which continues to date.

On January 13, 2009, Ms First, attorney for the Respondent/wife, sent a letter to the mediator about some of these problems as well. (CP #57 at 117- 120). Even as late as January 23, 2009 in an email at 12:35 PM the mediator/arbitrator states to both attorneys that "I also heard from Cynthia First that she has an outstanding issue." (CP #57 at 140). Clearly, the difficulties with the CR 2(a) agreement were and are ongoing.

Even after the Court order of March 3, 2009, the difficulties continued which lead to two subsequent rounds of written arguments and replies by both attorneys to the arbitrator to assist with his ruling on June 9, 2009.

Even still, as demonstrated above, the Final pleadings entered by Ms First has several items in it that do not comport to either the CR 2(a) agreement,

(CP # 57 at 63-91) the letter ruling of the arbitrator (CP # 57 at 70-71), or the two subsequent Rulings by the mediator/arbitrator (CP #57 at 131 – 133 and CP #105).

Even as the arbitrator notes in his final ruling on June 9, 2009, that “disputes arose regarding various issues” (CP # 105 at 232) and soon after the mediation it was clear to the arbitrator and that eight months later the parties were still having disputes that directly arose from the original CR 2(a) or were not resolved by the CR 2 (a) agreement. Neither party was satisfied by the mediation and its alleged agreement.

4. The Petitioner/Wife did not come to mediation in good faith and with unclean hands, thereby deceiving the Appellant regarding what his actual issues were that needed to be settled.

In this case, the wife did two things prior to mediation which affected mediation and to which she did not disclose. First, in violation of her Temporary Parenting Plan (CP #23 at 219) in Section 3.14 which clearly cites the Relocation Law of RCW 26.09 430 through 480 in relevant summary, moved the children on or about July 11, 2008 from their family home into a home with a man who was a total stranger to these children. (CP #44 at 160). Mr. Block was able to determine this was true only after he had moved back into the home. See responsive declaration to Contempt (CP #71).

In this declaration, Mr. Block points out to the court that on or about July 11, 2008, his ex-wife had ordered the propane to be stopped and clearly, by the exhibit attached to this declaration that is exactly what she did. (CP

#71 at 23). This exhibit clearly shows what the propane use (which supplies power for hot water as well as most of the electrical use) was prior to leaving the family home where 5 people resided as well as what the use was with his wife and three children. The amounts of use vary little. However, on July 11, 2009, there were no further delivery or charges for propane until after Mr. Block took possession of the home. Mr. Block does not believe that his ex-wife would allow his children to go without such basics such as hot water. In addition, the cable was stopped in September, the PUD use was down and so was the water. Therefore, unless they were living in a home to which was a violation of state laws, Ms Block moved herself and the children from the family home in with her boyfriend where Mr. Block finally learned on his own and through comments of his children where they were living late in January 2009 and six months after they had moved.

Had Mr. Block known this several things could have occurred: He could have requested a GAL to investigate the Respondent/Wife's new home for his children and the man that was now making major decisions about his children to which is not allowed to do under his Parenting Plan in place; he could have stopped paying the mortgage on the home and or moved in at that time, and he could have negotiated in a different manner at mediation. This hidden fact alone greatly affected the Appellant's choices made at mediation and he is and continues to be prejudiced greatly by this choice. (CP #71).

The Respondent's bad acts in failing to follow this statute prejudiced Mr. Block unfairly in many aspects.

Clearly, such act of moving the children five months before mediation was not only in violation of the temporary orders in place, under the relocation laws of this state, but because the Respondent/wife did not disclose this act, it prevented the Appellant from properly mediating the issue of the house at mediation. In short, attempts to sell the house could have occurred prior to mediation and in a time in which the economic environment was still fairly stable.

Unfortunately, since it was contemplated at mediation that the Respondent/wife would be moving out on or about December 31, 2008 with the children, (the Appellant did not learn of where his children had been moved until after he sought this contempt action), the court did not find contempt against the wife in this case because of the CR 2 (a) agreement contemplated such move, regardless.

However, this subsequent ruling of the court on contempt does not abate or change the fact that at mediation, her move was not disclosed to the parties and had been although fully completed by that time of mediation and the Respondent led all parties at mediation to believe she still resided in the family home.

Secondly, the wife quit her job and had not utilized her career counseling (an expense that Mr. Block ended up paying \$3,000.00 in fees and in violation of the temporary order which only allowed up to \$2,500.00 because she failed to disclosed this fact as well (CP # 27 at 197), and failed to disclosed that she was then not working at the mediation. (CP #48 at 147). In fact, quite the opposite the wife still claimed she worked although she submitted no pay stubs for mediation.

5. The CR 2(a) agreement is contradictory on its face and by its own terms should be considered null and void.

By its terms, CR 2A applies only to agreements that satisfy two elements. First, the agreement, hereafter called a settlement agreement, must be made by parties or attorneys “in respect to the proceedings in a cause”. Second, “the purport” of the agreement must be disputed. *Graves v. P.J. Taggares Co.*, 25 Wn. App. 118, 122, 605 P.2d 348, affirmed, 94 Wn.2d 298, 616 P.2d 1223 (1980); see *Eddleman v. McGhan*, 45 Wn.2d 430, 432, 275 P.2d 729 (1954); *Bryant v. Palmer Coking Coal Co.*, 67 Wn. App. 176, 179, 834 P.2d 662 (1992), review denied, 120 Wn.2d 1027, 847 P.2d 480 (1993).

In re the Marriage of Ferree, 71 Wn. App. 35 at 39, 856 P. 2d 706 (1993).

In the case at hand, not all the disputes were handled at mediation and in fact, the CR 2 (a) agreement clearly states on the one hand it was the full and final settlement of all issues, (CP #57 at 63) yet, the same alleged agreement contained a binding arbitration clause (CP #57 at 70) which by its clear and unequivocal terms allowed further disputes. This provision is in direct opposition of the former provision and should demonstrate alone that there was not a full and final settlement of all issues in this case.

This alleged agreement also states that “. . . the provisions in the CR-2A Settlement Agreement will take effect as of the date of signing.” (CP # at 65). It also states that “[t]he CR2A agreement and attached final documents are intended to have **immediate force and effect.**” (CP # 57 at 63). In conjunction, there is yet another provision that holds that if this CR 2(a) agreement is not complied with, “*within thirty (30) days of execution of this agreement*” (CP # 57 at 71) that either party would have

the right to assess against the other all remedies, including court remedies and the right to seek legal costs and reasonable attorney fees.

However, months later, this CR 2(a) agreement has not been fully enforced and complied with by either party. Such failure by both parties to comply should deem this alleged agreement, at the very least, voidable. The Appellant asserts that the CR 2(a) agreement was not a full and final settlement of all issues. There was only one final *complete* document allegedly agreed to at mediation (the parenting plan) (CP # 57 at 79-84). There was no child support order proposed at the mediation, only work sheets and such worksheets were not complete and were objected to immediately thereafter. There was no full and final settlement of all issues as the declaration by Attorney Canfield (Appellant's attorney at mediation) in opposition to enforce the CR 2(a) (CP # 41) which states that not only were there immediate difficulties with the CR 2(a) agreement, but also that he and his client were given a stack of final documents by Respondent/wife's attorney at the end of mediation with only a few moments to review, discovered "the edits were too substantial" to proceed at that time (CP #64 at 28).

Attorney Canfield, on the day of mediation, quickly reviewed the documents and after telling both the mediator and Respondent/wife's attorney that there were problems with the documents and that there was not enough time to fully review them. (CP #64 at 28). After reviewing such documents submitted by Ms First, it became clear that there were provisions not addressed or not fully addressed by Attorney Canfield in the 3½ hours. At first, Mr. Canfield attempted to resolve the issues but

over time it became clear that many of the issues were not resolvable by settlement discussions and through the alleged CR 2 (a) agreement.

In addition, Mr. Canfield also had filed a previous objection to the entry of final pleadings by Ms First citing the same. (CP # 41 at 175).

These actions alone should demonstrate that the parties did not “reach a full and final agreement to all issues in dispute” as the *Howard* court would demand as follows:

Even though the evidence establishes the attorneys agreed on the amount of the settlement, it also establishes they did not reach an agreement on the terms of the hold harmless and release documents. Therefore, noncompliance with CR 2A and RCW 2.44.010 left the trial court without authority to enforce the alleged settlement agreement. *Bryant v. Palmer Coking Coal Co.*, 67 Wn. App. 176, 179, 834 P.2d 662 (1992).

Howard, 70 Wn. App. 734 at 739.

To this day, the Respondent/wife still continues to submit alleged final pleadings to which manipulates and contradicts both the mediation agreement and the three rulings of the arbitrator. Clearly, although the Respondent/wife asserts that such CR 2 (a) agreement should be enforced, the wife is as unhappy with the results as the Appellant is in this case.

C. The Court did not follow the Laws and the Rules when it enforced the alleged CR 2(a) agreement between the Parties.

The court did not follow the applicable rules and law in this case when it ruled on March 3, 2009 that the CR 2(a) agreement of October 22, 2009 was enforceable.

1. Civil Rule 2 (a) Motions to Enforce.

When seeking an Order to Enforce a CR 2(a) agreement, which is governed by Civil Rule 56 (c) and (e) for Summary Judgments, it is the burden of the Moving party to first show that there is no genuine dispute as to either the existence of such a binding agreement and/or to the material terms of the agreement. The Court in, *Ferree* held that “[t]he burden is on the moving party to prove there is no genuine dispute regarding the existence and material terms of a settlement agreement. See *Hartley v. State*, 103 Wn.2d 768, 774, 698 P.2d 77 (1985) (in summary judgment proceedings, burden is on moving party to show no genuine dispute). *In re the Marriage of Ferree* 71 Wn. App. 35 at 40.

The *Ferree* court was extensive in its analysis regarding the enforcement of CR 2(a) agreements. The *Ferree* court held that:

At least two criteria govern whether an agreement is disputed within the meaning of CR 2A. First, there must be a dispute over the existence or material terms of the agreement, as opposed to a dispute over its immaterial terms. On its face, CR 2A says that the “purport” of the agreement must be disputed. According to Black’s Law Dictionary, the “purport of something is its meaning, import, substantial meaning, substance, legal effect. . . .

Second, the dispute must be a genuine one. The purpose of CR 2A is not to impede without reason the enforcement of agreements intended to settle or narrow a cause of action; indeed, the compromise of litigation is to be encouraged. *Eddleman v. McGhan*, 45 Wash.2d at 432, 275 P.2d 729; *Bryant v. Palmer Coking Coal Co.*, 67 Wn. App. at 179, 834 P.2d 662; *Snyder v. Tompkins*, 20 Wn. App. at 173, 579 P.2d 994. Rather, the purpose of CR 2A is to insure that negotiations undertaken to avert or simplify trial do not propagate additional disputes that then must be tried along with the original one.

In re the Marriage of Ferree, 7 Wn. App. at 40-41.

In this case, the parties are not in dispute that they signed on October 22, 2008 what purported to be a CR 2(a) agreement although, the agreement on its face is contradictory in its terms and do not cover all issues that needed to be resolved. Furthermore, the Appellant in this case, asserts that he was rushed through the process and that many of his questions went unanswered. The Appellant further asserts that the CR 2(a) agreement was not in good faith as the Petitioner did not come with clean hands to the bargaining table and withheld vital and important information from the Appellant which would or may have affected his decisions.

2. Summary Judgment Standards

When the court is looking at enforcing a CR 2(a) agreement it is often before a Motion's Court and not a Trial Court so the court must rely upon Affidavits rather than testimony.

When a moving party relies on affidavits or declarations to show that a settlement agreement is not genuinely disputed, the governing principles should be the same as those that apply in summary judgment proceedings. In summary judgment proceedings, the issue is whether a genuine dispute of fact exists. CR 56(c), (e)**Error! Bookmark not defined.** When a motion is made to enforce a settlement agreement on grounds that its existence and material terms are not genuinely disputed, the issue is also whether a genuine dispute of fact exists.

Marriage of Ferree, 71 Wn. App. at 43.

Civil Rule 56(c) in applicable part states “[t]he judgment sought shall be rendered forthwith if the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, *show that there is no genuine issue as to any material fact and that the*

moving party is entitled to a judgment as a matter of law.” [Emphasis added]

As the *Ferree* court states that a “question is not genuinely disputed when reasonable minds could reach only one conclusion.” *Ferree*, 71 Wn. App. 35 at 43 citing *Scott Galvanizing, Inc. V. Northwest EnviroServices, Inc.*, 120 Wn.2d 573, 582, 844 P.2d 428 (1993); see *Hartley*, 103 Wn.2d at 775. In this case, as stated at length above, both parties had substantial and numerous disputes about the issues allegedly resolved through the mediation which gave rise to the CR 2 (a) agreement before this court and therefore, reasonable minds could not have reached any other conclusion but that there had not been an agreement on all issues in this case.

3. Standards required for Enforcements of Civil Rule 2 (a) Agreements were not applied in this case.

a) The Court did not view the evidence submitted in the most favorable light for the non-movant.

It is unclear in this case if the court followed any requirements to enforce a CR 2 (a) agreement as the court did not cite one basis for the enforcement but for the fact that the agreement was signed by all parties. One of the only issues before the court on March 3, 2009, that that neither party disputed.

In *Ferree*, the court lays out the procedures in which a summary judgment review is made. This procedure as stated is:

Summary judgment procedures involve several steps which, in combination, ferret out the presence or absence of a genuine dispute of fact. The moving party must initially produce affidavits, declarations or other cognizable materials that show the absence of a genuine dispute of fact. *Young v. Key Pharmaceuticals, Inc.*, 112 Wn.2d 216, 225, 770 P.2d 182 (1989); *Graves v. P.J. Taggares*, 94 Wn.2d at 302, 616 P.2d 1223; *Jacobsen v. State*, 89 Wn.2d 104, 108, 569 P.2d 1152 (1977).

If and only if the moving party does this, the nonmoving party must produce affidavits, declarations or other cognizable materials that show, internally or by comparison, the presence of a genuine dispute of fact. *Young*, 112 Wn.2d at 225, 770 P.2d 182; *Graves*, 94 Wn.2d at 302, 616 P.2d 1223.

The Court must read the parties' submissions in the light most favorable to the nonmoving party, *Young v. Key Pharmaceuticals, Inc.*, 112 Wn.2d at 226, 770 P.2d 182; *Jacobsen v. State*, 89, 108-109 Wn.2d 104, 569 P.2d 1152 (1977) and determine whether reasonable minds could reach but one conclusion. If so, summary judgment is appropriate. *Hartley v. State*, 103 Wn.2d 768, 775, 698 P.2d 77 (1985). Otherwise, it is not.

In Marriage of Ferree, 71 Wn. App. at 44.

If the court does not view the documents in the most favorable light, it must then either deny the Motion to Enforce or set an evidentiary hearing to determine the weight of the disputes.

b) The court did not have an evidentiary hearing nor gave any weight to the material facts in dispute.

In this case, the Court did not read the materials submitted in the light most favorable for the non-movant and in fact, the Court appears to

disregard completely the issues raised as material disputes by the non-movant.

Furthermore, as cited in *Brinkerhoff*, as in this case, “[b]ecause the record reflects a factual dispute. . . , it was an abuse of discretion to make the finding without the benefit of a evidentiary hearing.” *Brinkerhoff* at 699-700.

**c) The Court should have ruled
against the motion because there were
and are material facts in dispute.**

Once the movant has made their assertion that there is an agreement and there are no material facts in dispute, the burden shifts to the non-movant to demonstrate that there are material facts in dispute. Then the court is to view the affidavits and declarations most favorably toward the nonmoving party. *If the motion is granted it is because no disputed facts are found and reasonable minds could reach only one conclusion from the evidence.* *Ferree* at 44.

In the *Ferree* case, there was nothing reduced to writing at the time of the alleged agreement.

In this case, although parts of the agreements were reduced to writing not all of the alleged agreements necessary to have a final resolution on all issues were reduced to writing and documents which were reduced to writing were contradictory in nature and on its face or only raised more disputes between these parties. The Court in the *Howard* case held, that

the court was without legal authority to enforce the CR 2 (a) agreement because they did not reach an agreement on all the terms and “noncompliance with CR2A and RCW 2.44.010 left the trial court without the authority to enforce the alleged settlement agreement”. *Howard* at 739. In this case, because of the ongoing disputes, both which were not resolved previously and disputes arising from the mediation agreement, the court lacked the proper authority to enforce the agreement in this case. Furthermore, the mere fact that the parties had allegedly agreed to piecemeal binding arbitration, should clearly demonstrates that there was not a full meeting of the minds at mediation which gave rise to the CR 2(a) agreement and this fact alone should on the face of it invalidate this alleged agreement.

On the first page of the alleged CR 2(a) agreement is the statement that “[s]ignature by the parties and attorneys to this Agreement constitutes a binding Civil Rules 2A Settlement Agreement enforceable under the Laws of Washington State, including but not limited to RCW 2.44.010. *This is a full and final Settlement.*” [Emphasis added] How can anyone reconcile this statement along with Section X (CP # 57 at 70) which allows the parties to continue to submit disputes to arbitration? This is the very question disregarded by the Civil Court on March 3, 2009. In fact, the court directed the parties back to arbitration, after enforcing the CR 2(a) agreement and acknowledging there were at least some levels of disputes occurring as a result of the CR 2(a) agreement. The Court did not cite that

any of the disputes were material or immaterial; although the Appellant cites that many of the disputes are material.

If in fact, there had been a CR 2(a) agreement which was a full and final settlement of all issues, wouldn't the civil court on March 3, 2009 just have entered final pleadings in the dissolution case?

The purpose of a CR2A agreement is to simplify or avert trial and that they do not propagate additional disputes. Marriage of Ferree, 71 Wn. App. 35, 41, 856 P.2d 706,(1993). This was upheld in *In re Marriage of Langham*, 153 Wn.2d 553, 561, 106 P.3d 212 (2005).

At no time do the parties review and sign off on the required legal documents needed for a full and final settlement, hence the Findings and Conclusions, a Decree and a Child Support Order. Therefore, neither party could have understood or agreed to such documents which were not reviewed and signed off on at the time of mediation.

It should be remembered, that prior to the mediation the issue of Binding arbitration was not discussed and the Appellant asserts that at meditation there were no discussions of what binding arbitration was and its effect on their alleged agreement that the parties were entering into that day. What occurred, is that the arbitrator just inserted, as a boilerplate language, this arbitration clause as part of his normal and customary practice as a mediator.

Clearly, if one is to submit to Mediation and agree ahead of time that if there are any remaining issues they shall be submitted to binding

arbitration it is one thing. But, to arrive at Mediation in good faith to attempt to solve problems and then have it become contingent on binding arbitration is quite another. Mr. Block feels he was blindsided by this as he thought he was attempting to resolve issues, not to be forced into a final resolution. In the *Howard* case the alleged settlement occurred three days before trial. In this case, two weeks before trial.

It is encouraged to seek a resolution of issues rather than going to trial.

Mr. Block, in his opinion, thought he was attempting to narrow the issues in the hope of resolution of some if not all of them, but ended up being forced into resolution rather than actually agreeing to them on many issues.

It is suspect, that the only fully meditated and signed off final pleading was the Parenting Plan. This Parenting Plan, typed on the Petitioner's attorney's pleading, is surprisingly devoid of any changes to it. Yet, this document has been a hot bed of disputes since.

It is not unusual for each party to bring a proposed final Parenting Plan to mediation. It is however, a bit unusual to see one at mediation adopted by the parties without a single area of dispute (note on close examination how there is not one strike out or area of dispute on this parenting plan) in a case where there were several disputes about it prior to mediation. Before the ink was dry as this Parenting Plan was initialed by all parties, the problems began on both sides. (CP # 57 at 103-105). Clearly, as to this

one document alone, there was not a meeting of the minds and was never an agreement by either party.

Contrary to Ms First's assertions, her client also had concerns and issues with the "final parenting plan" as demonstrated in the letters submitted. Maybe not as many as Mr. Block, but she had concerns. See also final draft letter by Mr. Canfield (was prepared to be sent when Mr. Block hired Ms Hendricks so not mailed as CP # 64 at 31) and the email from Mr. Shipman stating that Ms First had additional concerns dated January 23, 2009. (CP #57 at 140).

The court, on March 3, 2009 appears to ignore these disputes as non-material. The Appellant submitted for the hearing, not only his declaration (CP # 62 at 35-41) but also the declaration of his attorney at the time of the mediation (CP # 64). In addition, the Appellant's attorney, in the response to enforce the CR 2 (a), clearly sets forth the standards to which the court was to follow under the Summary Judgment Standard and cited applicable rules and case law (CP # 62 at 42-48). Yet, the court did not utter one word in accordance with the standard to follow nor is there any evidence in the record that the Civil Motion's Judge followed the procedures set forth as required in n this State to legally.

IV. CONCLUSION

The Civil Motions Court, on March 3, 2009 completely ignored the standards set forth by the Courts of Washington State in enforcing CR 2 (a) agreements.

It is true that the Appellant, relied upon his attorney's expertise and the mediator's assertions that "he couldn't do any better" and didn't press hard enough to fully understand the process. However, these facts alone demonstrates, along with the very short time spent in actual Mediation and the continuing disputes in arbitration, should demonstrate that these parties were in a sense, railroaded to sign a CR 2 (a) agreement rather than fully agreeing to the issues. This is not the purpose nor the intent of mediation. However, since many items were not disclosed or not explained, the Appellant was denied the opportunity of true understanding of many of the issues. Even the Respondent does not agree with all of the alleged CR 2(a) agreement and in the end, although she agreed that the Appellant would have the right to sell the house at Mediation, when the Appellant opted for that provision, the Respondent asserted that he could not. Even his own attorney at mediation, noted irregularities, mistakes, errors and issues which would lead to further disputes almost as soon as the mediation ended. Even the wife and her attorney were dissatisfied with provisions allegedly agreed upon and desired to make changes to such agreement and has to this day attempted to enter final pleadings which are filled with either their own corrections of the CR 2 (a) agreement or which have provisions which do not comply with or are in direct opposition to the alleged agreement and the three subsequent rulings of the arbitrator. Mr. Block will contend that he has complied with all portions of the agreement regardless of the fact that it has not been put into a court order

since the mediation on October 22, 2008 and in spite of the fact that he strongly disagrees that he in fact made such agreements. Such acts of good faith should not be construed against the Appellant as to agreeing to the CR 2 (a) and rulings of the arbitrator.

For all the reasons cited above, the CR 2 (a) agreement should be held void and this matter should be remanded back to the trial court and noted for trial.

Respectfully submitted this 23rd day of July, 2009.



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FILED

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Hendricks
OPPOSING COUNSEL

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JUL - 1 2009

Judith R. Hendricks
Attorney at Law

JRH
2:10

**SUPERIOR COURT OF WASHINGTON
IN AND FOR SNOHOMISH COUNTY**

In re the Marriage of

CASE NO. 08 3 00421 1

JANIE LYNN BLOCK,

CALENDAR NOTE: (NTC)

Petitioner (s)

FAMILY LAW MOTIONS

vs.

This form must be filed with Clerk not later than twelve (12) calendar days preceding the date requested. SCLCR 7(b)(2)(C). Responses to motion must be filed five (5) court days before the hearing. Replies to responses must be filed three (3) court days before the hearing.

DENNIS LEON BLOCK,

Respondent(s)

TO: The Clerk of Court:

FAMILY LAW/DOMESTIC CALENDAR

Date Requested (mm/dd/yyyy): 7/20/09

Daily at 9:00 a.m.

Department B or C as assigned.

Nature of Hearing: Presentation of Final Orders

(The assignment will be posted the day of the hearing)

(Confirm at 425-388-3587)

CHILD SUPPORT MODIFICATIONS

Date Requested (mm/dd/yyyy): _____

Mondays at 1:00 p.m.

Department D

Nature of Hearing: _____

(Confirm at 425-388-3587)

WARNING: The moving party **MUST CONFIRM** by calling 425-388-3587 two (2) court days prior to the hearing **BEFORE 12:00 noon**, in order for the matter to be heard.

Failure to notify the Court of a continuance or strike may result in sanctions and/or terms. SCLCR 7(b)(2)(H).

If a presentation, or if a particular Court Commissioner has already heard a recent motion in the matter, please indicate that Court Commissioner here: _____

CALENDAR NOTE - 1 -

SCHWIMMER | FIRST, LLP

1721 Hewitt, Suite 600

Everett, WA 98201

425-259-5000 (tel) 425-259-7000 (fax)

everettlawyers.com

COPY

1 **FOR MATTERS NOTED BY COUNSEL:**

I hereby certify that I mailed a copy of this
2 Document to the attorneys/parties listed below,
postage prepaid on: *via legal messenger*

Noted by:
Cynthia R. First
Cynthia R. First, WSBA #18902
Attorney for Petitioner

3 DATE: *7/1/09*
4 *Windy Stave*
5 of attorney for Petitioner

6
7 Judith Hendricks
1721 Hewitt, Suite 515
Everett, WA 98201

James Shupman
3631 Colby Ave
Everett, WA 98201

9 This form cannot be used for trial settings. SCLMAR 2.1 40(b).
10 See below for other confirmation and noting information.

11 **WHERE TO NOTE VARIOUS MATTERS:**

12 **FAMILY LAW/DOMESTIC MOTIONS:** Most are heard on a Court Commissioner's calendar. The
13 exceptions are matters relating to trial settings and continuances or revisions. Please refer to the Civil Motion
Calendar Note regarding these motions.

14 **EXTENDED MOTIONS:** Extended motions are set by the Court Commissioner, not by a party or by counsel.

15 **CONFIRMATION NOTES:** All matters set on the Judge's Civil Motion Calendar or Court Commissioner
16 Calendars must be confirmed at 425-388-3587. All other matters noted before an individual judge must be
17 confirmed/continued by his/her law clerk. Adoptions, reasonableness hearings and minor settlements are
specially set and confirmed through the Civil Motions Judge's Law Clerk 425-388-3421. If you reach voice
mail when confirming, you must leave the requested information or the matter will not be
confirmed/continued.

18
19 **Calendar Notes should be filed at:**

20 Snohomish County Superior Court
21 Clerk's Office
3000 Rockefeller Ave M/S 605
22 Everett, WA 98201

19 **All Motions Heard At:**

20 Snohomish County Superior Court
21 3000 Rockefeller Ave
Everett, WA 98201

SUPERIOR COURT OF WASHINGTON FOR SNOHOMISH COUNTY

In re the Marriage of:

No. 08 3 00421 1

JANIE LYNN BLOCK,

Petitioner,

**Residential Time Summary
Report
(RTSR)**

and

DENNIS LEON BLOCK,

Respondent.

Clerks Action Required

Submit with final Parenting Plan, only. This form is for statistical reporting purposes only.

1. The Parenting Plan

The court signed the Parenting Plan on _____ [Date]	
It was: <input type="checkbox"/> by agreement of the parties <input type="checkbox"/> after a contested hearing or trial <input type="checkbox"/> by default	It is: <input checked="" type="checkbox"/> an original order <input type="checkbox"/> a modification of a prior order
It applies to <u>3</u> [number] of children.	

2. Residential Schedule From Part III of the Parenting Plan

Starting with your oldest child, for each child, list his or her age and check the box that best represents the time the child spends with each parent:

Oldest Child - Age: <u>13</u>	Next Child - Age: <u>10</u>	Next Child - Age: <u>5</u>
<input type="checkbox"/> 0 % of the time with mother and 100 % of the time with father	<input type="checkbox"/> 0 % of the time with mother and 100 % of the time with father	<input type="checkbox"/> 0 % of the time with mother and 100 % of the time with father
<input type="checkbox"/> 1 – 34 % of the time with mother and 66 – 99 % of the time with father	<input type="checkbox"/> 1 – 34 % of the time with mother and 66 – 99 % of the time with father	<input type="checkbox"/> 1 – 34 % of the time with mother and 66 – 99 % of the time with father
<input type="checkbox"/> 35 – 49 % of the time with mother and 51 – 65 % of the time with father	<input type="checkbox"/> 35 – 49 % of the time with mother and 51 – 65 % of the time with father	<input type="checkbox"/> 35 – 49 % of the time with mother and 51 – 65 % of the time with father
<input type="checkbox"/> 50 % of the time with each parent	<input type="checkbox"/> 50 % of the time with each parent	<input type="checkbox"/> 50 % of the time with each parent
<input type="checkbox"/> 51 – 65 % of the time with mother and 35 – 49 % of the time with father	<input type="checkbox"/> 51 – 65 % of the time with mother and 35 – 49 % of the time with father	<input type="checkbox"/> 51 – 65 % of the time with mother and 35 – 49 % of the time with father
<input checked="" type="checkbox"/> 66 – 99 % of the time with mother and 1 – 34 % of the time with father	<input checked="" type="checkbox"/> 66 – 99 % of the time with mother and 1 – 34 % of the time with father	<input checked="" type="checkbox"/> 66 – 99 % of the time with mother and 1 – 34 % of the time with father
<input type="checkbox"/> 100 % of the time with mother and 0 % of the time with father	<input type="checkbox"/> 100 % of the time with mother and 0 % of the time with father	<input type="checkbox"/> 100 % of the time with mother and 0 % of the time with father

(Continued) Starting with your next child, for each child, list his or her age and check the box that best represents the time the child spends with each parent:

Next Child - Age: _____	Next Child - Age: _____	Next Child - Age: _____
<input type="checkbox"/> 0 % of the time with mother and 100 % of the time with father	<input type="checkbox"/> 0 % of the time with mother and 100 % of the time with father	<input type="checkbox"/> 0 % of the time with mother and 100 % of the time with father
<input type="checkbox"/> 1 – 34 % of the time with mother and 66 – 99 % of the time with father	<input type="checkbox"/> 1 – 34 % of the time with mother and 66 – 99 % of the time with father	<input type="checkbox"/> 1 – 34 % of the time with mother and 66 – 99 % of the time with father
<input type="checkbox"/> 35 – 49 % of the time with mother and 51 – 65 % of the time with father	<input type="checkbox"/> 35 – 49 % of the time with mother and 51 – 65 % of the time with father	<input type="checkbox"/> 35 – 49 % of the time with mother and 51 – 65 % of the time with father
<input type="checkbox"/> 50 % of the time with each parent	<input type="checkbox"/> 50 % of the time with each parent	<input type="checkbox"/> 50 % of the time with each parent
<input type="checkbox"/> 51 – 65 % of the time with mother and 35 – 49 % of the time with father	<input type="checkbox"/> 51 – 65 % of the time with mother and 35 – 49 % of the time with father	<input type="checkbox"/> 51 – 65 % of the time with mother and 35 – 49 % of the time with father
<input type="checkbox"/> 66 – 99 % of the time with mother and 1 – 34 % of the time with father	<input type="checkbox"/> 66 – 99 % of the time with mother and 1 – 34 % of the time with father	<input type="checkbox"/> 66 – 99 % of the time with mother and 1 – 34 % of the time with father
<input type="checkbox"/> 100 % of the time with mother and 0 % of the time with father	<input type="checkbox"/> 100 % of the time with mother and 0 % of the time with father	<input type="checkbox"/> 100 % of the time with mother and 0 % of the time with father

3. Information about the Parents

Father: self-represented represented by an attorney

The court found under paragraphs 2.1 and 2.2: does not apply, or
 the Father committed domestic violence abused or neglected a child
 has chemical dependency issues has mental health issues
 other: _____

Mother: self-represented represented by an attorney

The court found under paragraphs 2.1 and 2.2: does not apply, or
 the Mother committed domestic violence abused or neglected a child
 has chemical dependency issues has mental health issues
 other: _____

4. Dispute Resolution From Part V. of the Parenting Plan

Arbitration Mediation Counseling No dispute resolution process except court action.

Prepared by: _____ on _____ [Date].

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8 **SUPERIOR COURT OF WASHINGTON
COUNTY OF SNOHOMISH**

9 **In re the Marriage of:**

NO. 08 3 00421 1

10 JANIE LYNN BLOCK

**PARENTING PLAN
FINAL (PP)
AGREED**

11
12 **Petitioner,**

and

13 DENNIS LEON BLOCK

14 **Respondent.**

15 This parenting plan is a final parenting plan signed by the Court and is agreed to by the parties.

16 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED:**

17 **I. GENERAL INFORMATION**

18 This parenting plan applies to the following children:

19

Name	Age
Kathryn Block	13
Kyra Block	10
Karston Block	5

2
0
21

2
2 **II. BASIS FOR RESTRICTIONS**

2 *Under certain circumstances, as outlined below, the court may limit or prohibit a parent's*
3 *contact with the children and the right to make decisions for the children.*

1 2.1 PARENTAL CONDUCT (RCW 26.09.191(1), (2)).

2 The father's residential time with the children shall be limited, and mutual decision-
3 making and designation of a dispute resolution process other than court action shall not
4 be required, because has the father engaged in the conduct which follows:

5 A history of acts of domestic violence as defined in RCW 26.50.010(1).

6 2.2 OTHER FACTORS (RCW 26.09.191(3)).

7 Does not apply.

8 **III. RESIDENTIAL SCHEDULE**

9 *The residential schedule must set forth where the children shall reside each day of the year,*
10 *including provisions for holidays, birthdays of family members, vacations, and other special*
11 *occasions, and what contact the children shall have with each parent. Parents are encouraged*
12 *to create a residential schedule that meets the developmental needs of the children and*
13 *individual needs of their family. Paragraphs 3.1 through 3.9 are one way to write your*
14 *residential schedule. If you do not use these paragraphs, write in your own schedule in*
15 *Paragraph 3.13.*

16 3.1 SCHEDULE FOR CHILDREN UNDER SCHOOL AGE.

17 Prior to enrollment in school, the children shall reside with the mother, except for the
18 following days and times when the children will reside with or be with the other parent:

19 Every other weekend, Friday after school or 4:15 pm to Sunday at 7:00 pm, and every
20 Wednesday from after school or 4:15 pm to 7:00 pm.

21 3.2 SCHOOL SCHEDULE.

22 Upon enrollment in school, the children shall reside with the mother, except for the
23 following days and times when the children will reside with or be with the other parent:

24 Same as paragraph 3.1.

25 3.3 SCHEDULE FOR WINTER VACATION.

26 The children shall reside with the mother during winter vacation, except for the
27 following days and times when the children will reside with or be with the other parent:

28 To be split between the parents, with special treatment for Christmas Eve and Christmas
29 (see below). Since the father has the second half of winter break off from work, mother
30 will take the first half of winter break, and father the second half. Winter break is
31 defined as from 4 pm on the last day of school before the break to 7 pm the night before
32 school resumes, according to the children's school schedule.

The first portion of winter break shall be from 4 pm the last day of school before the break to 4 pm on the mid-point day plus one day (to accommodate Christmas Eve or Christmas Day, whichever the father has that year).

3.4 SCHEDULE FOR OTHER SCHOOL BREAKS.

The children shall reside with the mother during other school breaks, except for the following days and times when the children will reside with or be with the other parent:

Winter break and spring break, as defined by the children's school schedule, will be alternated by the parents. Whoever has President's Day shall have mid winter break, defined as 4:00 pm on the last day before the children's break, to 7 pm on the last day before school resumes. Mother shall have spring break in odd years, and father shall have spring break in even years.

3.5 SUMMER SCHEDULE.

Upon completion of the school year, the children shall reside with the mother, except for the following days and times when the children will reside with or be with the other parent:

Same as paragraph 3.1, subject to vacation time as set forth below.

3.6 VACATION WITH PARENTS.

The schedule for vacation with parents is as follows:

Two weeks, to be taken consecutively or in one week blocks, with each parent, with 30 days notice to the other parent. In the event of conflict, mother's dates shall take precedence in even years, and father's in odd years.

3.7 SCHEDULE FOR HOLIDAYS.

Arbitrator said no change CP# 51 131 - Dec 16

The residential schedule for the children for the holidays listed below is as follows:

	With Mother (Specify Year Odd/Even/Every)	With Father (Specify Year Odd/Even/Every)
New Year's Day	None	Every
Martin Luther King Day	Odd	Even
Presidents' Day	Even	Odd
Memorial Day	Odd	Even
July 4th	Even	Odd
Labor Day	Odd	Even
Veterans' Day	NST*	NST

Thanksgiving Day	Even	Odd
Christmas Eve	Odd	Even
Christmas Day	Even	Odd

*No special treatment.

Holidays which fall on a Friday or Monday shall include Saturday and Sunday.
 Otherwise, holidays start the day before at 4:00 pm, with return at 7 pm on the date of the holiday.

July 4th is 9 am on July 4 to 9 am on July 5.

Thanksgiving is from 4 pm on the day the children are out of school before the holiday to 7 pm on Sunday after the holiday.

Christmas Eve shall be from 9 am December 24 to 9 pm December 24.

Christmas Day shall be from 9 pm December 24 to 9 pm December 25.

3.8 SCHEDULE FOR SPECIAL OCCASIONS.

The residential schedule for the children for the following special occasions (for example, birthdays) is as follows:

	With Mother (Specify Year Odd/Even/Every)	With Father (Specify Year Odd/Even/Every)
Mother's Day	Every	None
Father's Day	None	Every

Special occasions shall be from 10 am to 7 pm.

NO NOT

3.9 PRIORITIES UNDER THE RESIDENTIAL SCHEDULE.

If the residential schedule, paragraphs 3.1 - 3.8, results in a conflict where the children are scheduled to be with both parents at the same time, the conflict shall be resolved by priority being given as follows:

Rank the order of priority, with 1 being given the highest priority:

- 3 School schedule (3.1, 3.2)
- Winter vacation (3.3)
- Spring vacation (3.4)
- Summer schedule (3.5)
- 4 Vacation with parents (3.6)
- 1 Holidays (3.7)
- 2 Special occasions (3.8)

UNINTENTIONAL

3.10 RESTRICTIONS.

The father's residential time with the children shall be limited because there are limiting factors in paragraphs 2.1 and 2.2. The following restrictions shall apply when the children spend(s) time with this parent:

- Neither parent will swear in front of the children.
- Neither parent shall discuss the litigation with the children.
- Each parent will refrain from words or conduct, and will discourage other persons from uttering words or engaging in conduct which would have a tendency to estrange the children from the other parent, to damage the opinion of the children as to the other parent, or which would impair the natural development of the children's love and respect for the other parent.

3.11 TRANSPORTATION ARRANGEMENTS.

Transportation costs are included in the Child Support Worksheets and/or the Order of Child Support and should not be included here.

Transportation arrangements for the children between parents shall be as follows:

The parents will share transportation for the children. The exchange point shall be *** unless otherwise agreed to in writing by the parties.

3.12 DESIGNATION OF CUSTODIAN.

The children named in this parenting plan are scheduled to reside the majority of the time with the mother. This parent is designated the custodian of the children solely for purposes of all other state and federal statutes which require a designation or determination of custody. This designation shall not affect either parent's rights and responsibilities under this parenting plan.

↑
APPROVED BY [Signature]
Talked
CV # 97
Twice

3.13 OTHER.

There are no other provisions.

3.14 SUMMARY OF RCW 26.09.430 - .480, REGARDING RELOCATION OF A CHILD.

This is a summary only. For the full text, please see RCW 26.09.430 through 26.09.480.

If the person with whom the child resides a majority of the time plans to move, that person shall give notice to every person entitled to court ordered time with the child.

If the move is outside the children's school district, the relocating person must give notice by personal service or by mail requiring a return receipt. This notice must be at

1 least 60 days before the intended move. If the relocating person could not have known
2 about the move in time to give 60 days' notice, that person must give notice within 5 days
3 after learning of the move. The notice must contain the information required in RCW
26.09.440. See also form DRPSCU 07.0500, (Notice of Intended Relocation of A Child).

4 If the move is within the same school district, the relocating person must provide actual
5 notice by any reasonable means. A person entitled to time with the child may not object
6 to the move but may ask for modification under RCW 26.09.260.

7 Notice may be delayed for 21 days if the relocating person is entering a domestic violence
8 shelter or is moving to avoid a clear, immediate and unreasonable risk to health and
9 safety.

10 If information is protected under a court order or the address confidentiality program, it
11 may be withheld from the notice.

12 A relocating person may ask the court to waive any notice requirements that may put the
13 health and safety of a person or a child at risk.

14 Failure to give the required notice may be grounds for sanctions, including contempt.

15 **If no objection is filed within 30 days after service of the notice of intended
16 relocation, the relocation will be permitted and the proposed revised
17 residential schedule may be confirmed.**

18 A person entitled to time with a child under a court order can file an objection to the
19 children's relocation whether or not he or she received proper notice.

20 An objection may be filed by using the mandatory pattern form WPF DRPSCU 07.0700,
(Objection to Relocation/Petition for Modification of Custody Decree/Parenting
Plan/Residential Schedule). The objection must be served on all persons entitled to time
with the child.

21 The relocating person shall not move the child during the time for objection unless: (a)
the delayed notice provisions apply; or (b) a court order allows the move.

22 If the objecting person schedules a hearing for a date within 15 days of timely service of
the objection, the relocating person shall not move the child before the hearing unless
there is a clear, immediate and unreasonable risk to the health or safety of a person or a
child.

IV. DECISION MAKING

4.1 DAY-TO-DAY DECISIONS.

Each parent shall make decisions regarding the day-to-day care and control of each child
while the children are residing with that parent. Regardless of the allocation of decision
making in this parenting plan, either parent may make emergency decisions affecting the

1 health or safety of the children.

2 4.2 MAJOR DECISIONS.

3 Major decisions regarding each child shall be made as follows:

- 4 Education decisions: mother
- 5 Non-emergency health care: mother, except orthodontia shall be a joint decision
- 6 Religious upbringing: both

7 4.3 RESTRICTIONS IN DECISION MAKING.

8 Sole decision making shall be ordered to the mother for the following reasons:

9 A limitation on the other parent's decision-making authority is mandated by
10 RCW 26.09.191 (See paragraph 2.1).

11 One parent is opposed to mutual decision making, and such opposition is
12 reasonably based on the following criteria:

- 13 (a) The existence of a limitation under RCW 26.09.191;
- 14 (b) The history of participation of each parent in decision making in
15 each of the areas in RCW 26.09.184(4)(a);
- 16 (c) Whether the parents have demonstrated ability and desire to
17 cooperate with one another in decision making in each of the areas
18 in RCW 26.09.184(4)(a); and
- 19 (d) The parents' geographic proximity to one another, to the extent
20 that it affects their ability to make timely mutual decisions.

21 **V. DISPUTE RESOLUTION**

2 *The purpose of this dispute resolution process is to resolve disagreements about carrying out*
3 *this parenting plan. This dispute resolution process may, and under some local court rules or*
4 *the provisions of this plan must, be used before filing a petition to modify the plan or a motion*
5 *for contempt for failing to follow the plan.*

6 No dispute resolution process, except court action is ordered.

7 **VI. OTHER PROVISIONS**

8 There are the following other provisions:

1
2 6.1 It is understood and agreed that the parents may agree to vary from this plan. They
3 hereby agree to try to cooperate with each other and accommodate each other's special
4 schedules, work schedules and other special events, and to take into consideration the children's
5 schedules and special events. If the parents cannot agree to vary from this plan, it is understood
6 and agreed that they MUST follow the plan as it is written, until and unless they commence the
7 dispute resolution process described herein.

8
9 6.2 Each parent shall be responsible for keeping advised of school, athletic and social events
10 in which each child participates; provided that each parent will also use their best efforts to keep
11 the other parent so informed. The children shall be accompanied by the parent with whom the
12 child is at the time of a given event. The other parent shall not be limited from attendance at
13 that event.

14
15 6.3 The residential arrangements defined above are provided for in the best interests of the
16 children. The children's interests are best served by a full and regular pattern of contact with
17 both parents, responsiveness and cooperation by both parents, involvement by both parents in
18 all aspects of the children's needs and reasonably consistent routine of activities, values and
19 discipline throughout both homes. Absence, inconsistency and conflict are opposed to the best
20 interests of the child.

21
22 6.4 Each parent shall have the right and responsibility to ensure that the children attend
23 school and other scheduled activities while in that parent's care. Activities shall not be
24 scheduled by either parent to unreasonably interfere with the other parent's residential time
25 with the children.

26
27 6.5 Each parent agrees to exert every reasonable effort to maintain free access and
28 unhampered contact and communication between the children and the other parent, and to
29 promote the emotions of affection, love and respect between the children and the other parent.

30
31 6.6 Each parent agrees to honor one another's parenting style, privacy and authority.
32 Neither parent shall interfere in the parenting style of the other nor shall either parent make
33 plans or arrangements that would impinge upon the other parent's authority or time with the
34 children without the express agreement of the other parent. Each parent shall encourage the
35 children to discuss grievances against a parent directly with the parent in question. It is the
36 intent of both parents to encourage a direct parent-child bond and communication.

37
38 6.7 Neither parent shall ask the children to make decisions or requests involving the
39 residential schedule. Neither parent shall discuss the residential schedule with the children
40 except for plans which have already been agreed to by both parents in advance.

41
42 6.8 Neither parent shall encourage the children to change their primary residence or
43 encourage the children to believe it is their choice to do so. It is a choice that will be made by the
44 parents or, if they cannot agree, the courts.

45
46 6.9 Neither parent shall advise the children of the status of child support payments or other
47 legal matters regarding the parents' relationship.

1 6.10 Neither parent shall use the children, directly or indirectly, to gather information about
2 the other parent or take verbal messages to the other parent.

3 6.11. Communication between the parents shall be primarily in writing, through e-mail, unless
4 a time-sensitive matter arises that does not make written communication practical.

ADDED

5 **VII. DECLARATION FOR PROPOSED PARENTING PLAN**

6 Does not apply.

7
8 **VIII. ORDER BY THE COURT**

9 It is ordered, adjudged and decreed that the parenting plan set forth above is adopted and
10 approved as an order of this court.

11 **WARNING:** Violation of residential provisions of this order with actual knowledge of its terms
12 is punishable by contempt of court and may be a criminal offense under RCW 9A.040.060(2) or
13 9A.40.070(2). Violation of this order may subject a violator to arrest.

14 When mutual decision making is designated but cannot be achieved, the parties shall make a
15 good faith effort to resolve the issue through the dispute resolution process.

16 If a parent fails to comply with a provision of this plan, the other parent's obligations under the
17 plan are not affected.

18 Dated: _____

Judge/Commissioner

19 Presented by:
20 SCHWIMMER | FIRST, LLP

Approved for entry:

21 Cynthia R. First
22 W.S.B.A. #18902
23 Attorney for Petitioner

Judith Hendricks
W.S.B.A. #22481
Attorney for Respondent

Approved by:

Approved by:

24 Janie L. Block
25 Petitioner/Mother

Dennis L. Block
Respondent/Father

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Approved as to form by:

James D. Shipman, Arbitrator
WSBA 28342

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8 **SUPERIOR COURT OF WASHINGTON**
COUNTY OF SNOHOMISH

9 **In re the Marriage of:**

10 JANIE LYNN BLOCK

11
12 **and**

13 DENNIS LEON BLOCK

Petitioner,

Respondent.

No. 08 3 00421 1

Order of Child Support

Final (ORS)

Clerk's Action Required

15 **I. Judgment Summary**

16 Does not apply because no attorney's fees or back child support has been ordered.

17
18 **II. Basis**

19 **2.1 Type of Proceeding**

20 This order is entered under a petition for dissolution of marriage.

21 **2.2 Child Support Worksheet**

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

24 **2.3 Other**

25 Does not apply.

Order of Child Support (TMORS, ORS) - Page 1 of 7
WPF DR 01.0500 Mandatory (7/2007) - RCW 26.09.175; 26.26.132

SCHWIMMER | FIRST, LLP

1721 Hewitt, Suite 600

Everett, WA 98201

425-259-5000 tel 425-259-7000 fax

everettlawyers.com

1
2 **III. Findings and Order**

3 ***It Is Ordered:***

4 **3.1 Children for Whom Support is Required**

5 Name (first/last) Age
6 Kathryn L. Block 13
7 Kyra L. Block 10
8 Karston L. Block 5

8 **3.2 Person Paying Support (Obligor)**

9 Name (first/last): Dennis Block
10 Birth date: 4-27-69
11 Service Address: [You may list an address that is not your residential address where you
12 agree to accept legal documents.]

13 2984 Janet Ave.
14 Camano Island, WA 98282

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

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

22 Monthly Net Income: \$4,418.10 (\$5,418.10 less \$1,000 maintenance payment).

23 **3.3 Person Receiving Support [Obligee]**

24 Name (first/last): Janie Block
25 Birth date: 2-06-70
26 Service Address: [You may list an address that is not your residential address where you
27 agree to accept legal documents.]

28 19010 Crown Ridge Blvd.
29 Arlington, WA 98223

30 ***The Obligee Must Immediately File With the Court and the Washington
31 State Child Support Registry and Update as Necessary the Confidential***

1 **Information Form Required by RCW 26.23.050.**

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

6 Monthly Net Income: \$2,957 (imputed at \$1,957 for the purposes of settlement only, plus
7 \$1,000 maintenance per month).

8 The obligor may be able to seek reimbursement for day care or special child rearing
9 expenses not actually incurred. RCW 26.19.080.

10 **3.4 Service of Process**

11 **Service of Process on the Obligor at the Address Required by Paragraph**
12 **3.2 or any Updated Address, or on the Obligee at the Address Required by**
13 **Paragraph 3.3 or any Updated Address, may Be Allowed or Accepted as**
14 **Adequate in any Proceeding to Establish, Enforce or Modify a Child**
15 **Support Order Between the Parties by Delivery of Written Notice to the**
16 **Obligor or Obligee at the Last Address Provided.**

17 **3.5 Transfer Payment**

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

Name	Amount
Kathryn L. Block	\$ 497.70
Kyra L. Block	\$ 402.57
Karston L. Block	<u>\$ 402.57</u>
Total Monthly Transfer Amount	\$1,302.84

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

1 **3.6 Standard Calculation**

2 \$1,302.84 per month. (See Worksheet line 15.)

3 **3.7 Reasons for Deviation From Standard Calculation**

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

6 **3.8 Reasons why Request for Deviation Was Denied**

7 A deviation was not requested.

8 **3.9 Starting Date and Day to Be Paid**

9 Starting Date: January 1, 2009

10 Day(s) of the month
11 support is due: Twice per month, consistent with paychecks.

12 **3.10 Incremental Payments**

13 Does not apply.

14 **3.11 How Support Payments Shall Be Made**

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

16 Enforcement and collection: The Division of Child Support (DCS) provides support
17 enforcement services for this case because: a parent has signed the application for
services from DCS on the last page of this support order. Support payments shall be
made to:

18 Washington State Support Registry
19 P.O. Box 45868
Olympia, WA 98504
20 Phone: 1-800-922-4306
or 1-800-442-5437

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

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3.12 Wage Withholding Action

Withholding action may be taken against wages, earnings, assets, or benefits, and liens enforced against real and personal property under the child support statutes of this or any other state, without further notice to the obligor parent at any time after entry of this order.

3.13 Termination of Support

Support shall be paid until the children reach the age of 18, or as long as the children remain(s) enrolled in high school, whichever occurs last, except as otherwise provided below in Paragraph 3.14.

3.14 Post Secondary Educational Support

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

3.15 Payment for Expenses not Included in the Transfer Payment

The parents will pay their proportionate share of work related daycare, preschool, educational expenses (such as ASB cards, field trips, etc.) and extracurricular activities that the parties agree to.

3.16 Periodic Adjustment

Does not apply.

3.17 Income Tax Exemptions

Tax exemptions for the children shall be allocated as follows:

The father shall have Kathryn and the mother shall have Kyra. The parties will alternate Karston, with the father having even years and the mother having odd years.

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

3.18 Medical Insurance for the Children Listed in Paragraph 3.1

Unless one or more of the alternatives below are checked, each parent shall maintain or provide health insurance coverage if:

(a) Coverage that can be extended to cover the children is or becomes available to each parent through employment or is union-related; and

(b) The cost of such coverage for the mother does not exceed \$191.29 (25 percent of mother's basic child support obligation on Worksheet line 7), and the cost of such

*Wishel
Kost*

1 coverage for the father does not exceed \$325.711 (25 percent of father's basic child
2 support obligation on Worksheet Line 7).

3 The parent(s) shall maintain health insurance coverage, if available for the children listed
4 in paragraph 3.1, until further order of the court or until health insurance is no longer
5 available through the parents' employer or union and no conversion privileges exist to
6 continue coverage following termination of employment.

7 A parent who is required under this order to provide health insurance coverage is liable
8 for any covered health care costs for which that parent receives direct payment from an
9 insurer.

**The father shall provide health care insurance for the children. The mother is not
obligated to do so.**

9 A parent who is required under this order to provide health insurance coverage shall
10 provide proof that such coverage is available or not available within twenty days of the
11 entry of this order to the physical custodian or the Washington State Support Registry if
12 the parent has been notified or ordered to make payments to the Washington State
13 Support Registry.

14 If proof that health insurance coverage is available or not available is not provided within
15 20 days, the parent seeking enforcement or the Department of Social and Health
16 Services may seek direct enforcement of the coverage through the other parent's
17 employer or union without further notice to the other parent as provided under Chapter
18 26.18 RCW.

15 **3.19 Extraordinary Health Care Expenses**

16 Both parents have an obligation to pay their share of health care expenses.
17 Each parent shall pay his or her proportionate share of health care expenses
18 from the first dollar incurred. There is specifically no threshold of 5% of the basic
19 support obligation from the Child Support Schedule Worksheet, Line 5 that needs
20 to be paid by the parent receiving child support.

21 The father shall pay 63% of extraordinary health care expenses (unless stated
22 otherwise, the father's proportional share of income from the Worksheet, line 6) and the
23 mother shall pay 37% of extraordinary health care expenses (unless stated otherwise,
24 the mother's proportional share of income from the Worksheet, line 6).

22 **3.20 Back Child Support**

23 No back child support is owed at this time.

24 **3.21 Back Interest**

25 No back interest is owed at this time.

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3.22 Other

Does not apply.

Dated: _____

Judge/Commissioner

Presented by:

Approved for entry:
Notice of presentation waived:

SCHWIMMER | FIRST, LLP

18902

22481

Cynthia R. First
Attorney for Petitioner

Judith Hendricks
Attorney for Respondent

Approved by:

Approved by:

Janie L. Block
Petitioner/Mother

Dennis L. Block
Respondent/Father

Approved as to form by:

James D. Shipman, Arbitrator
WSBA 28342

*Should
The court
put the
plan*

Washington State Child Support Schedule Worksheets

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

Mother: Janie Lynn Block
County: SNOHOMISH

Father: Dennis Leon Block
Superior Court/OAH Case No.: 08-3-00421-1

Child Support Order Summary Report

A. The order <input type="checkbox"/> does <input type="checkbox"/> does not replace a prior court or administrative order.
B. The STANDARD CALCULATION listed on line 15e of the Worksheet for the paying parent is: \$1,302.84.
C. The TRANSFER AMOUNT ordered by the Court from the Order of Child Support is: - to be paid by <input type="checkbox"/> mother <input checked="" type="checkbox"/> father.
D. The Court deviated (changed) from the STANDARD CALCULATION for the following reasons: <input type="checkbox"/> Does not apply <input type="checkbox"/> Nonrecurring income <input type="checkbox"/> Sources of income and tax planning <input type="checkbox"/> Split custody <input type="checkbox"/> Residential schedule (including shared custody) <input type="checkbox"/> Children from other relationships for whom the parent owes support <input type="checkbox"/> High debt not voluntarily incurred and high expenses for the child(ren) <input type="checkbox"/> Other (please describe):
E. Income for the Father is <input type="checkbox"/> imputed <input checked="" type="checkbox"/> actual income. Income for the Mother is <input checked="" type="checkbox"/> imputed <input type="checkbox"/> actual income.
F. If applicable: <input type="checkbox"/> All health care, day care and special child rearing expenses are included in the worksheets in Part II.

Worksheets

Children and Ages: Kathryn Block, 12; Kyra Block, 9; Karston Block, 4		
Part I: Basic Child Support Obligation (See Instructions, Page 1)		
1. Gross Monthly Income	Father	Mother
a. Wages and Salaries (Imputed for Mother)	\$6,750.00	\$1,957.00
b. Interest and Dividend Income	-	-
c. Business Income	-	-
d. Spousal Maintenance Received	-	\$1,000.00
e. Other Income	-	-
f. Total Gross Monthly Income (add lines 1a through 1e)	\$6,750.00	\$2,957.00

WSSCS-Worksheets - Mandatory (CSW/CSWP) 7/2007 Page 1 of 5

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2. Monthly Deductions from Gross Income	Father	Mother
a. Income Taxes (Federal and State) Tax Year: 2007	\$815.52	\$213.76
b. FICA (Soc.Sec.+Medicare)/Self-Employment Taxes	\$516.38	\$149.71
c. State Industrial Insurance Deductions	-	-
d. Mandatory Union/Professional Dues	-	-
e. Pension Plan Payments	-	-
f. Spousal Maintenance Paid	\$1,000.00	-
g. Normal Business Expenses	-	-
h. Total Deductions from Gross Income (add lines 2a through 2g)	\$2,331.90	\$363.47
3. Monthly Net Income (line 1f minus 2h)	\$4,418.10	\$2,593.53
4. Combined Monthly Net Income (Line 3 amounts combined) (If line 4 is less than \$600, skip to line 7.)		\$7,011.63
5. BASIC CHILD SUPPORT OBLIGATION: Combined → Kathryn Block \$790.00 Kyra Block \$639.00 Karston Block \$639.00 -		\$2068.00
6. Proportional Share of Income (Each parent's net income from line 3 divided by line 4)	.630	.370
7. Each Parent's Basic Child Support Obligation (Multiply each number on line 6 by line 5) (If line 4 is less than \$600, enter each parent's support obligation of \$25 per child. Number of children: 3 (Skip to line 15a and enter this amount.)	\$1302.84	\$765.16
Part II: Health Care, Day Care, and Special Child Rearing Expenses (See Instructions, Page 3)		
8. Health Care Expenses		
a. Children's Monthly Health Insurance	-	-
b. Children's Uninsured Monthly Health Care	-	-
c. Total Monthly Health Care Expenses (line 8a plus line 8b)	-	-
d. Combined Monthly Health Care Expenses (add father's and mother's totals from line 8c)		-
e. Maximum Ordinary Monthly Health Care (multiply line 5 times .05)		\$103.40
f. Extraordinary Monthly Health Care Expenses (line 8d minus line 8e., if "0" or negative, enter "0")		-
9. Day Care and Special Child Rearing Expenses		
a. Day Care Expenses	-	-
b. Education Expenses	-	-
c. Long Distance Transportation Expenses	-	-
d. Other Special Expenses (describe)		
	-	-
	-	-
	-	-
e. Total Day Care and Special Expenses (Add lines 9a through 9d)	-	-
10. Combined Monthly Total Day Care and Special Expenses (Combine amounts on line 9e)		-

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11. Total Extraordinary Health Care, Day Care, and Special Expenses (line 8f plus line 10)			
	Father		Mother
12. Each Parent's Obligation for Extraordinary Health Care, Day Care, and Special Expenses (Multiply each number on line 6 by line 11)	-	-	-
Part III: Gross Child Support Obligation			
13. Gross Child Support Obligation (line 7 plus line 12)	\$1302.84	\$765.16	
Part IV: Child Support Credits (See Instructions, Page 3)			
14. Child Support Credits			
a. Monthly Health Care Expenses Credit	-	-	-
b. Day Care and Special Expenses Credit	-	-	-
c. Other Ordinary Expenses Credit (describe)	-	-	-
	-	-	-
d. Total Support Credits (add lines 14a through 14c)	-	-	-
Part V: Standard Calculation/Presumptive Transfer Payment (See Instructions, Page 4)			
15. Standard Calculation			
a. Amount from line 7 if line 4 is below \$600. Skip to Part VI.	-	-	-
b. Line 13 minus line 14d, if line 4 is over \$600 (see below if appl.)	\$1302.84	\$765.16	
Limitation standards adjustments			
c. Amount on line 15b adjusted to meet 45% net income limitation	-	-	-
d. Amount on line 15b adjusted to meet need standard limitation Need Standard Year: 2007	-	-	-
e. Enter the lowest amount of lines 15b, 15c or 15d:	\$1302.84	\$765.16	
Part VI: Additional Factors for Consideration (See Instructions, Page 4)			
16. Household Assets (List the Present estimated value of all major household assets.)			
	Father's Household	Mother's Household	
a. Real Estate	-	-	
b. Stocks and Bonds	-	-	
c. Vehicles	-	-	
d. Boats	-	-	
e. Pensions/IRAs/Bank Accounts	-	-	
f. Cash	-	-	
g. Insurance Plans	-	-	
h. Other:	-	-	
	-	-	
	-	-	
	-	-	
17. Household Debt (List liens against household assets, extraordinary debt.)			
a.	-	-	
b.	-	-	
c.	-	-	

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(Household Debt continued)	Father's Household	Mother's Household
d.	-	-
e.	-	-
f.	-	-
18. Other Household Income		
a. Income Of Current Spouse (if not the other parent of this action)		
Name	-	-
Name	-	-
b. Income of Other Adults in Household		
Name	-	-
Name	-	-
c. Income of Children (if considered extraordinary)		
Name	-	-
Name	-	-
d. Income from Child Support		
Name	-	-
Name	-	-
e. Income From Assistance Programs		
Program	-	-
Program	-	-
f. Other Income (describe)		
	-	-
	-	-
19. Non-Recurring Income (describe)		
	-	-
	-	-
20. Child Support Paid For Other Children		
Name/age:	-	-
Name/age:	-	-
Name/age:	-	-
21. Other Children Living In Each Household (First names and ages)		

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22. Other Factors For Consideration

Signature and Dates

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

Mother's Signature

Father's Signature

Date

City

Date

City

Judge/Reviewing Officer

Date

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

NetCalc Report

Report #4

NET CASH FLOW AFTER SETTLEMENT

		Father	Mother
Gross Income		\$6,750.00	\$1,957.00
Spousal Maintenance PAID	(-)	\$1,000.00	-
Spousal Maintenance RECEIVED	(+)	-	\$1,000.00
		<hr/>	<hr/>
		\$5,750.00	\$2,957.00
Number of Allowances		3	2
FICA (Recalculated)	(-)	\$516.38	\$149.71
Income Tax (Recalculated)	(-)	\$815.52	\$213.76
Child Support PAID (Recalculated)	(-)	\$1,302.84	-
Child Support RECEIVED (Recalculated)	(+)	-	\$1,302.84
Net Cash Flow AFTER Child Support, Taxes, and Maintenance:		<hr/>	<hr/>
		\$3,115.26	\$3,896.37

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8 SUPERIOR COURT OF WASHINGTON
COUNTY OF SNOHOMISH

9 In re the Marriage of:

10 JANIE LYNN BLOCK

No. 08 3 00421 1

11
12 and

Petitioner,

Findings of Fact and
Conclusions of Law
(Marriage)
(FNFCL)

13 DENNIS LEON BLOCK

Respondent.

14
15 I. Basis for Findings

16 The findings are based on the arbitrated decision of James Shipman, June 19, 2009, mediation,
17 and agreement.

18 II. Findings of Fact

19 Upon the basis of the court record, the court *Finds*:

20 2.1 Residency of Petitioner

21 The Petitioner is a resident of the State of Washington.

22 2.2 Notice to the Respondent

23 The respondent appeared, responded or joined in the petition.
24
25

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2 **2.3 Basis of Personal Jurisdiction Over the Respondent**

3 The facts below establish personal jurisdiction over the respondent.

4 The respondent is currently residing in Washington.

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

7 The parties may have conceived a child while within Washington.

8 **2.4 Date and Place of Marriage**

9 The parties were married on 10-16-93 at Spokane, WA.

10 **2.5 Status of the Parties**

11 Husband and wife separated on 12-22-07.

12 **2.6 Status of Marriage**

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

15 **2.7 Separation Contract or Prenuptial Agreement**

16 There is no written separation contract or prenuptial agreement.

17 **2.8 Community Property**

18 The parties have real or personal community property as set forth in the CR 2(a)
19 agreement attached as Exhibit A hereto. This exhibit is attached or filed and
incorporated by reference as part of these findings. *by [unclear]*

20 **2.9 Separate Property**

21 The husband has real or personal separate property as set forth in Exhibit A. This
22 exhibit is attached or filed and incorporated by reference as part of these findings.

23 **2.10 Community Liabilities**

24 The parties have incurred community liabilities as set forth in Exhibit A. This exhibit is
25 attached or filed and incorporated by reference as part of these findings.

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2.11 Separate Liabilities

The husband has incurred separate liabilities as set forth in Exhibit A. This exhibit is attached or filed and incorporated by reference as part of these findings.

2.12 Maintenance

Maintenance should be ordered because the wife has a need for spousal maintenance and the husband has the ability to pay spousal maintenance in a reasonable amount for a reasonable period of time.

2.13 Continuing Restraining Order

Does not apply.

2.14 Protection Order

Does not apply.

2.15 Fees and Costs

Each party will be responsible for his or her fees.

2.16 Pregnancy

The wife is not pregnant.

2.17 Dependent Children

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

Name of Child	Age	Mother's/Father's Names
Kathryn	13	Janie Block Dennis Block
Kyra	10	Janie Block Dennis Block
Karston	5	Janie Block Dennis Block

2.18 Jurisdiction Over the Children

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

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

1 proceeding.

2 No other state has jurisdiction.

3 **2.19 Parenting Plan**

4 The parenting plan signed by the court on this date or dated even date is approved and
5 incorporated as part of these findings.

6 **2.20 Child Support**

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

11 **2.21 Other:**

12 Does not apply.

13 **III. Conclusions of Law**

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

15 **3.1 Jurisdiction**

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

17 **3.2 Granting a Decree**

18 The parties should be granted a decree.

19 **3.3 Pregnancy**

20 Does not apply.

21 **3.4 Disposition**

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

1
2 **3.5 Continuing Restraining Order**

3 A continuing restraining order should not be entered.

4 **3.6 Protection Order**

5 A domestic violence Order for Protection should not be entered.

6 **3.7 Attorney Fees and Costs**

7 Reserved as to fees and costs incurred after the date of the CR2(a) agreement, October
8 22, 2008. CR2(a) agreement controls as to previous attorney fees. Fees awarded by
9 the court on March 3, 2009 are not merged in this order.

10 **3.8 Other**

11 Does not apply.

12 Dated: _____

Judge/Commissioner

13 Presented by:

Approved for entry:

Notice of presentation waived:

14 **SCHWIMMER | FIRST, LLP**

15
16
17 18902

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17 Cynthia R. First Date
18 Attorney for Petitioner

Judith Hendricks Date
Attorney for Respondent

19 Approved by:

Approved by:

20
21 Janie L. Block, Petitioner/Wife

Dennis L. Block, Respondent/Husband

22 Approved as to form by:

23
24 James D. Shipman, Arbitrator
25 WSBA 28342

**SUPERIOR COURT OF WASHINGTON
COUNTY OF SNOHOMISH**

In re the Marriage of:

JANIE LYNN BLOCK

Petitioner,

and

DENNIS LEON BLOCK

Respondent.

NO. 08-3-00421-1

CR-2A SETTLEMENT
AGREEMENT

The above parties mediated a dissolution matter with mediator James D. Shipman on October 22, 2008.

Signature by the parties and attorneys to this Agreement constitutes a binding Civil Rules 2A Settlement Agreement enforceable under the Laws of Washington State, including, but not limited to, RCW 2.44.010. This is a full and final settlement. The CR2A Agreement and attached final documents are intended to have immediate force and effect.

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I. WARRANTIES

1. Both parties acknowledge that this Agreement is fair and equitable and that the properties and obligation hereinafter listed and disposed of constitute all of the properties and liabilities of the parties, both separate and community.

2. Each party has made a full and complete disclosure to the other of all property acquired and all obligations incurred by either of them prior to the dated of this Agreement, and each has disclosed his or her respective income, benefits, and other interest including, but not limited to, all employment benefits, pensions, annuities, life insurance contract, and all other property interests or rights.

3. Each party warrants that he or she has not withdrawn funds from any community account since the valuation date listed for that account. The attached Asset/Debt Worksheet discloses all assets and liabilities in which each party has any direct or indirect interest located anywhere in the world.

4. If it shall be determined hereafter by a court of competent jurisdiction that either Petitioner or the Respondent is now possessed of any community property interest valued at or in excess of \$5,000.00 inadvertently omitted from this Agreement or otherwise not disclosed to the other party, or that either of them has made, without the consent of the other, any gifts or transfers of community property other than those mentioned herein or

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otherwise agreed to between the parties in the amount of or greater than \$5,000.00, then each party consents and agrees to pay the other, upon demand, an amount equal to one-half (50%) of the fair market value of such property as of the date of this Agreement or of the date of demand, whichever is greater. (Any property interest valued at less than \$5,000.00 in advertently omitted from this Agreement or otherwise not disclosed to the other party shall be disclosed to the other party shall be disclosed promptly upon discovery, but shall remain the property of the party in whose care and custody the item was found.) Each party acknowledges that he or she has knowledge as to all personal and real property of the parties, the values thereof, the location of all properties, the current benefits flowing there from, and any encumbrances thereon.

5. Each party shall indemnify and hold the other party harmless from any after identified financial obligation or liability incurred by that party (including any attorney fees/costs to defend against a claim), and all attorney fees and court cost incurred in seeking enforcement of this provision.

II. EFFECTIVE DATE

Unless otherwise set forth in this agreement, the provisions in this CR-2A Settlement Agreement will take effect as of the date of signing.

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III. PERSONAL PROPERTY

Except as otherwise set forth herein, each party shall retain all life insurance policies and accounts in their names and all personal property, furniture, furnishings, jewelry, household goods, clothes and personal effects in their possession provided that the items set forth on the attached Personal Property List shall be exchanged at a mutually agreeable time without delay. **The attached "Strike List" to this CR2A constitutes the distribution of the remaining personal property items.**

IV. BENEFITS

Each party shall receive all employment-related benefits in their name, including all rights and benefits which have been derived as a result of past or present employment, union affiliations, military service, or United States, state or other citizenship (except rights the parties are entitled to receive by virtue of this relationship); and further including but not limited to sick leave benefits, insurance, educational benefits and grants, health or welfare plans and all other contractual, legislated or donated benefits, whether vested or unvested, and whether directly or indirectly derived through the activity of the parties, along with all rights and benefits to which he/she is entitled by the state or federal law, including Social Security benefits, as well as any pension, retirement, profit sharing, 401-K, IRA or Keogh benefit in his/her name except as otherwise specifically awarded to the other party herein.

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V. ASSET DIVISION

Husband shall be awarded as his sole and separate property the following assets, subject to the mortgages/debts thereon:

See attached Asset and Liability Chart.

The husband will refinance the family home and cash out the wife her share of the equity according to the asset and liability chart. The husband will have until December 15, 2008 to refinance the family home and provide payment in full to the wife for her portion of the equity in the family home. Wife will retain possession of the family home until 9:00 a.m. on Saturday, January 3, 2009,

Husband will refinance the house in full by the deadline above, but at a minimum he will refinance and pay the wife \$125,000 from the net proceeds of the refinance. In the event husband is not able to refinance the full amount of the transfer payment as reflected in the asset and liability chart, then husband will provide wife with a note and deed of trust securing the remaining obligation against the family home. This note will bear interest at 7% and will be due in full in forty-eight (48) months from January 1, 2009.

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In the event husband cannot refinance or is unable to refinance and pay wife at least \$125,000, then husband will place the home for sale no later than March 31, 2009. The sale will be handled jointly between husband and wife. The parties would then distribute the net proceeds of the sale in the same proportion to the house equity split as illustrated in the asset and liability chart.

Husband will pay the water bill and property taxes on the family home. Wife will immediately transfer her cell phone to a plan in her name.

The strike list items listed with a "dot" are items the wife will retain.

Wife shall be awarded as her sole and separate property the following assets, subject to the mortgages/debts thereon:

See attached Asset and Liability Chart. - all debts incurred ^{DB} after mediation are the responsibility of the party incurring them.

VI. DEBTS

Except as otherwise set forth herein, each party shall assume, pay timely, indemnify (including attorney fees) and hold the other fully harmless from any debts/obligations which he/she has incurred since the date of separation, or which are associated with any asset awarded to him/her. Husband shall assume, pay indemnify (including attorney fees) and hold Wife fully harmless from the following debts:

DAc

See the attached Asset and Liability Chart.

Wife shall assume, pay indemnify (including attorney fees) and hold Husband fully harmless from the following debts:

See the attached Asset and Liability Chart.

VII. MAINTENANCE

The husband will pay maintenance to the wife. The husband will pay the same amount of support as outlined in the current temporary order, until December 31, 2008. The husband will then pay \$1,000 per month in maintenance for a period of twenty-four additional months, beginning January 2009. Maintenance will terminate on the death or remarriage of the wife. In the event of husband's death this maintenance obligation will constitute a lien against the husband's estate. Husband will maintain life insurance with wife as beneficiary sufficient to cover the maintenance obligation.

VIII. CHILD SUPPORT

The husband will pay base child support of \$1,302.84 per month. The attached child support worksheets will be utilized by the parties for child support purposes. Both parents will pay their proportional share of work related daycare, preschool, educational expenses (such as ASB cards, field trips, etc.), and extracurricular activities that the parties agree to.

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beginning
January
1, 2009
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Post-secondary educational support will be reserved. Support will terminate at 18, or when the child graduates from high school, whichever is later, except for such additional language as the parties agree to in the final child support order regarding the youngest child. Extraordinary medical expenses will be paid in proportional share from the first dollar.

IX. PARENTING PLAN

See attached Parenting Plan, which is agreed to by the parties.

X. BINDING ARBITRATION

Any disputes in drafting or interpretation of the final documents or as to other unresolved and unaddressed issues shall be submitted to James Shipman for binding arbitration as authorized by RCW 7.04. Unless the parties otherwise agree in writing, all authority of James D Shipman to arbitrate terminates upon entry of the final documents. Costs for arbitration fees shall be divided in the same proportion as they were divided for the settlement conference which resulted in this CR-2A Settlement Agreement, but shall be subject to reallocation by the arbitrator. In addition, the arbitrator shall have the power to award reasonable attorney fees for fees incurred in conjunction with the arbitration as deemed appropriate by the arbitrator.

XI. COOPERATION/EXECUTION OF DOCUMENTS

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Each party hereby agrees to execute, within thirty (30) days of execution of this Agreement, any and all papers, deeds, applications, security agreements, waivers or relinquishments of interest, or the other documents necessary to carry out the terms of this Agreement. The party desiring the other party to execute a document shall cause such document to be prepared. Any party failing to carry out the terms of this Agreement shall be responsible for any court costs and reasonable attorney's fees of the other party incurred as the result of such failure. The law applied shall be the law of the State of Washington. It is hereby understood that the undertakings and commitments of both Husband and Wife in this Agreement are unique and that in the event of violation or of threat of violation by the Husband or Wife of the terms, conditions or provisions hereof, the other party may not have an adequate remedy of law. Therefore, in addition to any other remedy available to the Husband or the Wife under this Agreement in equity or at law, either party shall have the remedies specific enforcement and injunction in any court of competent jurisdiction to prevent violation of the terms thereof.

XII. AFTER-ACQUIRED PROPERTY

Any and all property acquired by either party after the date of separation shall be his or her sole and separate property and neither party shall hereafter have any claims thereto except as otherwise provided in this Agreement.

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XIII. OBLIGATIONS AND TAXES INCIDENT TO ASSETS

Unless otherwise specifically provided herein, each party shall assume and pay any and all outstanding obligations relating to property received by him or her hereunder, and shall hold the other harmless there from and indemnify the other therefore, including any attorney's fees/costs incurred by that party. This shall include taxes, penalties and interest incident to any asset awarded to each party.

XIV. PROFESSIONAL FEES

Each party will bear their own attorney fees and costs.

Dated this 22nd day of October, 2008.



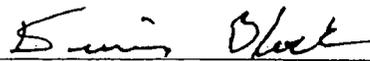
Cynthia First, WSBA #18902
Attorney for Petitioner



Damon Canfield, WSBA #28426
Attorney for Respondent



Petitioner



Respondent

STRIKE LIST

Damon,

The following are items from our estate I want:

Fair and reasonable share of the equity from the house, or a reasonable alternative.

OK

Return the LG cell phone or transfer it to Janie's personal account - Verizon account: cell number 425-356-7326

~~The extra firm queen sized bed, box spring, and frame - purchased to support my back. This set has no value to Janie since she would rather have an extra soft set. I will entertain purchasing something equivalent to replace this set if Janie wishes (there's a queen set at Costco for \$589). Janie can have the memory foam pad. The ultrasonic cleaner plus associated chemicals (tsp, etc). \$20 The footlocker my Grandfather built, plus all of my things within. Gifts The blankets/comforters knitted by my Grandmother. Gifts~~

The custom mirror purchased this past Christmas, and the receipt. \$300

~~The beer glasses, martini glasses. \$15 Stock within liquor cabinet. \$100~~

SEMI SAUSAGE .32 AUTO PISTOL MODEL #1907 & ASSOCIATED GEAR \$300 - \$750

The Kenwood UD7 stereo system I purchased when I sold my dirt bike (not the similar Kenwood system given to us by the neighbor). Both stereos are the same. I just want mine.

→

Music CDs - I have no list, so request Janie respond with an itemized list. One of the televisions. Both are about the same size and value. One of the DVD players. \$30 One of the VCRs. \$10

Classified to Janie

All of my photo albums from my childhood. Received: One guitar and Lee Oskar harmonica. \$50 The oak crib set my mother gave us to use for the kids. The pine wood shelves and accessories we brought from the old house.

The large BBQ, stored outside on the deck \$275

The dresser in the garage. *multicolored*

~~The purple stroller.~~

Some toys for the kids - I request they choose which. The beer making equipment, paraphernalia and supplies. \$100 The compressor and associated air tools and paraphernalia. *(275) new* The garage tools, including power tools, wrenches, and specialty tooling. \$300 Welder (there are 2. the MIG welder is borrowed. The TIG is worth \$200) The work benches. \$100 The Honda QA50 minibike my Father gave me. Gift. She can't have this.

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The SCUBA gear. \$400
The bamboo fly fishing kit my Father gave me.
The salmon fishing setup I recovered while SCUBA diving.
Bicycles I used. \$100

The pressure washer my Father gave me. \$150
The Stihl Chainsaw and associated accessories my Father gave me. \$200
The Echo weed whacker and associated accessories. \$150

The standup jetski project in the garage, including engine, miscellaneous disassembled parts, and all items needed to make whole. (Janie can keep the sitdown jetski project - it is worth more in its current state than the standup will be when completed) *no no no*

NOTE: These following items are currently in my possession:

Katelynn's purple standup jetski. The white standup jetski we were in the process of buying for Kylie (but do not hold title to). The trailer they're on, owner's manuals, parts and associated riding gear.

The remainder of my motorcycle parts (tank, fender, oil, filter, etc...) \$150

The Suzuki LT230 QuadSport 4 wheeler. \$250

All of the remaining Harley associated accessories (riding gear, helmets, parts, etc...). \$150

The camper, plus equipment (less the tents) purchased to go with the camper. \$500 - but this camper is wired only to work with the F250 I already have. It will not work with any other truck without extensive wiring changes so has no value to any other person.

NOTE: These following items are currently in my possession:

The savings bonds my Father gave me when I graduated from High School.

The savings bonds I've purchased for my children (I wish to act as custodian).

He wants to be custodian
~~split~~
hell
Cataly
split

Things I specifically want to stay with Janie and the kids: *no values*

- Hypo-allergenic bedding. \$200
- The bedroom set in our room (plus the bed). \$1000
- The dressers I built for the kids. \$300 (*keep w/ home*)
- The beds used by the kids, including my childhood bed used by Karston (please notify me if replacing). \$200 (*keep & home*)
- The oak desk recently purchased for Katelynn. \$60 (*home*)
- The Desk and file cabinet. \$100 (*if he buys home*)
- The computers and accessories. \$250
- Shelving throughout the house and garage. *(??)*
- The couches. \$200
- The large oak entertainment centers. \$100
- The Thomas Kinkadee collector plates. \$100
- One TV - *1 died*
- One DVD player \$50
- One VCR \$10
- The children's videos and CD music \$300 *split*

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- The Sony video camera \$500
- The Pentax 35MM camera \$200
- The vacuum cleaner \$150
- The bissel steam cleaner \$150
- The sitdown jetski project in the garage \$1000 as is *u/home*
- The lawnmowers. \$400
- All the appliances. \$3000 *washer + drier to Janie* - *CD*
- All the dishes. \$200 *frig*
- All the silverware. \$200 *stone*
- All the cooking utensils and paraphernalia. \$200 *microwave*
- The chipper. \$300
- The kayak. \$500
- The Craftsman chainsaw. \$100
- The large ladder - goes with the house.

Things of value to be divided:

- My various stocks
- Roth IRA *mut Wachovia*
- My retirement
- My VIP, FSP(?), vacation(?), etc...
- Janie's savings account (assumed) *none, none*
- The joint savings account.
- Joint CD's

by jar
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BLOCK MEDIATION ASSET AND LIABILITY CHART

BLOCK MEDIATION ASSET AND LIABILITY CHART					
REAL PROPERTY					
Family home at 2984 Janet Avenue, Camano	360,000	(85,000)	275,000	181,600	93,400
			0		
BUSINESS ASSETS					
			0		
			0		
INVESTMENT ACCOUNTS					
Boeing Stock	7,289		7,289		7,289
Husband's Roth IRA	3,263		3,263		3,263
Husband's Boeing VIP	43,437		43,437		43,437
Husband's Boeing FSP	13,425		13,425		13,425
Husband's Pension: marital portion to be split 50/50 per QDRO					
			0		
6 month cd 9377	1,057		1,057	1,057	
12 month cd 9434	1,062		1,062	1,062	
18 month cd 9492	1,069		1,069	1,069	
			0		
VEHICLES					
1997 Ford Contour	1,240		1,240		1,240
1992 Ford F250	3,685		3,685		3,685
2005 Chevy Trailblazer	13,460	(13,460)	0	0	
1990 Harley Davidson	2,065		2,065		2,065
HOUSEHOLD GOODS					
			0		
			0		
DEBITS					
BECU VISA		(16,600)			(16,600)
TOTAL NET COMMUNITY PROPERTY	451,052		335,992	184,788	151,204
55% of Community Assets Equals	184,796				

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**SUPERIOR COURT OF WASHINGTON
COUNTY OF SNOHOMISH**

In re the Marriage of:

JANIE LYNN BLOCK

Petitioner,

and

DENNIS LEON BLOCK

Respondent.

No. 08 3 00421 1

Decree of Dissolution (DCD)

Clerk's Action Required

I. Judgment/Order Summaries

1.1 Restraining Order Summary:

NA

1.2 Real Property Judgment Summary:

Real Property Judgment Summary is set forth below:

Assessor's property tax parcel or account number: S8240-00-00066-0

1
2 **1.3 Money Judgment Summary*:**

3 Judgment Summary is set forth below:

- 4 A. Judgment Creditor Janie Lynn Block
5 B. Judgment Debtor Dennis Leon Block
6 C. Principal judgment amount (from CDs) \$ 1,698.10
7 D. Interest on \$1,698.10 January 1, 2009 – August 1, 2009 \$ 69.34**
8 E. Attorney fees: **Reserved for fees post 10/22/08** \$
9 F. Costs \$
10 G. Other recovery amount \$
11 H. Principal judgment shall bear interest at 7% per annum
12 I. Attorney fees, costs and other recovery amounts shall bear interest at 7% per annum
13 J. Attorney for Judgment Creditor Cynthia R. First
14 K. Attorney for Judgment Debtor Judith Hendricks
15 L. Other:
16 M. *This judgment summary does not merge the court's order of March 3, 2009, awarding \$1,000 in attorney fees to the wife.
17 ** Arbitration decision January 21, 2009 at 2:22-25.
- 18 *Handwritten notes:*
19 *1570.00*
20 *Interest from*
21 *Retired from*
22 *Jan 01*

23 **End of Summaries**

24 **II. Basis**

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

III. Decree

It Is Decreed that:

3.1 Status of the Marriage

The marriage of the parties is dissolved.

3.2 Property to be Awarded the Husband

The husband is awarded as his separate property the property set forth in Exhibit A. This exhibit is attached or filed and incorporated by reference as part of this decree.

3.3 Property to be Awarded to the Wife

The wife is awarded as her separate property the property set forth in Exhibit A. This exhibit is attached or filed and incorporated by reference as part of this decree.

1
2
3 **3.4 Liabilities to be Paid by the Husband**

4 The husband shall pay the community or separate liabilities set forth in Exhibit A. This exhibit is attached or filed and incorporated by reference as part of this decree.

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

6
7 **3.5 Liabilities to be Paid by the Wife**

8 The wife shall pay the community or separate liabilities set forth in Exhibit A. This exhibit is attached or filed and incorporated by reference as part of this decree.

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

10
11 **3.6 Hold Harmless Provision**

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

13
14 **3.7 Spousal Maintenance**

*NO WHERE IN CR 2(a)
↓ as any Arb. Ruling*

15 The husband shall pay \$1,550 maintenance for November and December, 2008. For
16 January, 2009, through December, 2010 (24 months), husband shall pay \$1,000
17 maintenance. Maintenance shall be paid semi-monthly. The first maintenance payment
18 shall be due on January 1, 2009.

19 The obligation to pay future maintenance is terminated upon the death of either party or the remarriage of the party receiving maintenance unless otherwise specified below: The husband will maintain a life insurance policy sufficient to guarantee the maintenance payment to the wife.

20 Payments shall be made through the Washington State Child Support Registry.

21
22 **3.8 Continuing Restraining Order**

23 NA

1 **3.9 Protection Order**

2 Does not apply.

3 **3.10 Jurisdiction Over the Children**

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

6 **3.11 Parenting Plan**

7 The parties shall comply with the Parenting Plan signed by the court on even date. The
8 Parenting Plan signed by the court is approved and incorporated as part of this decree.

9 **3.12 Child Support**

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

12 **3.13 Attorney Fees, Other Professional Fees and Costs**

13 Attorney fees, other professional fees and costs shall be paid as follows:

14 Reserved as to fees and costs incurred after the date of the CR2(a) agreement, October
15 22, 2008. CR2(a) agreement controls as to previous attorney fees. Fees awarded by
16 the court on March 3, 2009 are not merged in this order.

17 **3.14 Name Changes**

18 NA

19 **3.15 Other**

20 The family home located at 2984 Janet Avenue, Camano Island, Washington, shall be
21 listed for sale not later than March 31, 2009. The sale will be handled jointly between the
22 husband and wife. All decisions related to the sale of the property will be handled by
23 agreement in writing, or by further court order if the parties are unable to agree.

24 If improvements or repairs are required to be made by the purchasers, or required by the
25 listing agent, the husband will pay for those repairs, and will be reimbursed out of the
home sale proceeds. The costs of sale will be deducted from the home sale proceeds,
as well payment of the first and second mortgages on same. The net proceeds (gross
sale price less costs of sale, payment of first and second mortgages, and
repair/improvement costs set forth above) will be paid 66% to the wife and 34% to the
husband.

↑ No Where in
CR2(a) 10/22/08
Att. Paul & S

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Dated: _____

Judge/Commissioner

Petitioner or petitioner's lawyer:
A signature below is actual notice of this order.

Respondent or respondent's lawyer:
A signature below is actual notice of this order.

SCHWIMMER | FIRST, LLP

Cynthia R. First
Attorney for Petitioner

18902
Date

Judith Hendricks
Attorney for Respondent

22481
Date

Approved by:

Approved by:

Janie L. Block, Petitioner/Wife

Dennis L. Block, Respondent/Husband

Approved as to form by:

James D. Shipman, Arbitrator
WSBA 28342

**SUPERIOR COURT OF WASHINGTON
COUNTY OF SNOHOMISH**

In re the Marriage of:

JANIE LYNN BLOCK

Petitioner,

and

DENNIS LEON BLOCK

Respondent.

NO. 08-3-00421-1

CR-2A SETTLEMENT
AGREEMENT

The above parties mediated a dissolution matter with mediator James D. Shipman on October 22, 2008.

Signature by the parties and attorneys to this Agreement constitutes a binding Civil Rules 2A Settlement Agreement enforceable under the Laws of Washington State, including, but not limited to, RCW 2.44.010. This is a full and final settlement. The CR2A Agreement and attached final documents are intended to have immediate force and effect.

Left JB
DL
RB

I. WARRANTIES

1. Both parties acknowledge that this Agreement is fair and equitable and that the properties and obligation hereinafter listed and disposed of constitute all of the properties and liabilities of the parties, both separate and community.

2. Each party has made a full and complete disclosure to the other of all property acquired and all obligations incurred by either of them prior to the dated of this Agreement, and each has disclosed his or her respective income, benefits, and other interest including, but not limited to, all employment benefits, pensions, annuities, life insurance contract, and all other property interests or rights.

3. Each party warrants that he or she has not withdrawn funds from any community account since the valuation date listed for that account. The attached Asset/Debt Worksheet discloses all assets and liabilities in which each party has any direct or indirect interest located anywhere in the world.

4. If it shall be determined hereafter by a court of competent jurisdiction that either Petitioner or the Respondent is now possessed of any community property interest valued at or in excess of \$5,000.00 inadvertently omitted from this Agreement or otherwise not disclosed to the other party, or that either of them has made, without the consent of the other, any gifts or transfers of community property other than those mentioned herein or

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otherwise agreed to between the parties in the amount of or greater than \$5,000.00, then each party consents and agrees to pay the other, upon demand, an amount equal to one-half (50%) of the fair market value of such property as of the date of this Agreement or of the date of demand, whichever is greater. (Any property interest valued at less than \$5,000.00 in advertently omitted from this Agreement or otherwise not disclosed to the other party shall be disclosed to the other party shall be disclosed promptly upon discovery, but shall remain the property of the party in whose care and custody the item was found.) Each party acknowledges that he or she has knowledge as to all personal and real property of the parties, the values thereof, the location of all properties, the current benefits flowing there from, and any encumbrances thereon.

5. Each party shall indemnify and hold the other party harmless from any after identified financial obligation or liability incurred by that party (including any attorney fees/costs to defend against a claim), and all attorney fees and court cost incurred in seeking enforcement of this provision.

II. EFFECTIVE DATE

Unless otherwise set forth in this agreement, the provisions in this CR-2A Settlement Agreement will take effect as of the date of signing.

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III. PERSONAL PROPERTY

Except as otherwise set forth herein, each party shall retain all life insurance policies and accounts in their names and all personal property, furniture, furnishings, jewelry, household goods, clothes and personal effects in their possession provided that the items set forth on the attached Personal Property List shall be exchanged at a mutually agreeable time without delay. **The attached "Strike List" to this CR2A constitutes the distribution of the remaining personal property items.**

IV. BENEFITS

Each party shall receive all employment-related benefits in their name, including all rights and benefits which have been derived as a result of past or present employment, union affiliations, military service, or United States, state or other citizenship (except rights the parties are entitled to receive by virtue of this relationship); and further including but not limited to sick leave benefits, insurance, educational benefits and grants, health or welfare plans and all other contractual, legislated or donated benefits, whether vested or unvested, and whether directly or indirectly derived through the activity of the parties, along with all rights and benefits to which he/she is entitled by the state or federal law, including Social Security benefits, as well as any pension, retirement, profit sharing, 401-K, IRA or Keogh benefit in his/her name except as otherwise specifically awarded to the other party herein.

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V. ASSET DIVISION

Husband shall be awarded as his sole and separate property the following assets, subject to the mortgages/debts thereon:

See attached Asset and Liability Chart.

The husband will refinance the family home and cash out the wife her share of the equity according to the asset and liability chart. The husband will have until December 15, 2008 to refinance the family home and provide payment in full to the wife for her portion of the equity in the family home. Wife will retain possession of the family home until 9:00 a.m. on Saturday, January 3, 2009,

Husband will refinance the house in full by the deadline above, but at a minimum he will refinance and pay the wife \$125,000 from the net proceeds of the refinance. In the event husband is not able to refinance the full amount of the transfer payment as reflected in the asset and liability chart, then husband will provide wife with a note and deed of trust securing the remaining obligation against the family home. This note will bear interest at 7% and will be due in full in forty-eight (48) months from January 1, 2009.

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In the event husband cannot refinance or is unable to refinance and pay wife at least \$125,000, then husband will place the home for sale no later than March 31, 2009. The sale will be handled jointly between husband and wife. The parties would then distribute the net proceeds of the sale in the same proportion to the house equity split as illustrated in the asset and liability chart.

Husband will pay the water bill and property taxes on the family home. Wife will immediately transfer her cell phone to a plan in her name.

The strike list items listed with a "dot" are items the wife will retain.

Wife shall be awarded as her sole and separate property the following assets, subject to the mortgages/debts thereon:

See attached Asset and Liability Chart. - all debts incurred ^{DB} after mediation are the responsibility of the party incurring them.

VI. DEBTS

Except as otherwise set forth herein, each party shall assume, pay timely, indemnify (including attorney fees) and hold the other fully harmless from any debts/obligations which he/she has incurred since the date of separation, or which are associated with any asset awarded to him/her. Husband shall assume, pay indemnify (including attorney fees) and hold Wife fully harmless from the following debts:

DAc

See the attached Asset and Liability Chart.

Wife shall assume, pay indemnify (including attorney fees) and hold Husband fully harmless from the following debts:

See the attached Asset and Liability Chart.

VII. MAINTENANCE

The husband will pay maintenance to the wife. The husband will pay the same amount of support as outlined in the current temporary order, until December 31, 2008. The husband will then pay \$1,000 per month in maintenance for a period of twenty-four additional months, beginning January 2009. Maintenance will terminate on the death or remarriage of the wife. In the event of husband's death this maintenance obligation will constitute a lien against the husband's estate. Husband will maintain life insurance with wife as beneficiary sufficient to cover the maintenance obligation.

VIII. CHILD SUPPORT

The husband will pay base child support of \$1,302.84 per month. The attached child support worksheets will be utilized by the parties for child support purposes. Both parents will pay their proportional share of work related daycare, preschool, educational expenses (such as ASB cards, field trips, etc.), and extracurricular activities that the parties agree to.

DB
beginning
January
1, 2009
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for

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Post-secondary educational support will be reserved. Support will terminate at 18, or when the child graduates from high school, whichever is later, except for such additional language as the parties agree to in the final child support order regarding the youngest child. Extraordinary medical expenses will be paid in proportional share from the first dollar.

IX. PARENTING PLAN

See attached Parenting Plan, which is agreed to by the parties.

X. BINDING ARBITRATION

Any disputes in drafting or interpretation of the final documents or as to other unresolved and unaddressed issues shall be submitted to James Shipman for binding arbitration as authorized by RCW 7.04. Unless the parties otherwise agree in writing, all authority of James D Shipman to arbitrate terminates upon entry of the final documents. Costs for arbitration fees shall be divided in the same proportion as they were divided for the settlement conference which resulted in this CR-2A Settlement Agreement, but shall be subject to reallocation by the arbitrator. In addition, the arbitrator shall have the power to award reasonable attorney fees for fees incurred in conjunction with the arbitration as deemed appropriate by the arbitrator.

XI. COOPERATION/EXECUTION OF DOCUMENTS

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Each party hereby agrees to execute, within thirty (30) days of execution of this Agreement, any and all papers, deeds, applications, security agreements, waivers or relinquishments of interest, or the other documents necessary to carry out the terms of this Agreement. The party desiring the other party to execute a document shall cause such document to be prepared. Any party failing to carry out the terms of this Agreement shall be responsible for any court costs and reasonable attorney's fees of the other party incurred as the result of such failure. The law applied shall be the law of the State of Washington. It is hereby understood that the undertakings and commitments of both Husband and Wife in this Agreement are unique and that in the event of violation or of threat of violation by the Husband or Wife of the terms, conditions or provisions hereof, the other party may not have an adequate remedy of law. Therefore, in addition to any other remedy available to the Husband or the Wife under this Agreement in equity or at law, either party shall have the remedies specific enforcement and injunction in any court of competent jurisdiction to prevent violation of the terms thereof.

XII. AFTER-ACQUIRED PROPERTY

Any and all property acquired by either party after the date of separation shall be his or her sole and separate property and neither party shall hereafter have any claims thereto except as otherwise provided in this Agreement.

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XIII. OBLIGATIONS AND TAXES INCIDENT TO ASSETS

Unless otherwise specifically provided herein, each party shall assume and pay any and all outstanding obligations relating to property received by him or her hereunder, and shall hold the other harmless there from and indemnify the other therefore, including any attorney's fees/costs incurred by that party. This shall include taxes, penalties and interest incident to any asset awarded to each party.

XIV. PROFESSIONAL FEES

Each party will bear their own attorney fees and costs.

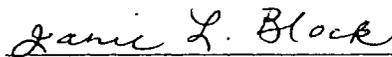
Dated this 22nd day of October, 2008.



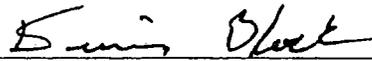
Cynthia First, WSBA #18902
Attorney for Petitioner



Damon Canfield, WSBA #28426
Attorney for Respondent



Petitioner



Respondent

STRIKE LIST

Damon,

The following are items from our estate I want:

Fair and reasonable share of the equity from the house, or a reasonable alternative.

OK

Return the LG cell phone or transfer it to Janie's personal account - Verizon account: cell number 425-356-7326

~~The extra firm queen sized bed, box spring, and frame purchased to support my back. This set has no value to Janie since she would rather have an extra soft set. I will entertain purchasing something equivalent to replace this set if Janie wishes (there's a queen set at Costco for \$589). Janie can have the memory foam pad.~~
The ultrasonic cleaner plus associated chemicals (tsp, etc). \$20
The footlocker my Grandfather built, plus all of my things within. Gifts
The blankets/comforters knitted by my Grandmother. Gifts

The custom mirror purchased this past Christmas, and the receipt. \$300

The beer glasses, martini glasses. \$15
Stock within liquor cabinet. \$100

SEMI SAUSAGE .32 AUTO PISTOL
MODEL #1907 & ASSOCIATED
GEAR \$300-\$750

The Kenwood UD7 stereo system I purchased when I sold my dirt bike (not the similar Kenwood system given to us by the neighbor). Both stereos are the same. I just want mine.

→ Music CDs - I have no list, so request Janie respond with an itemized list.
One of the televisions. Both are about the same size and value.
One of the DVD players. \$30
One of the VCRs. \$10

Classical to Janie

All of my photo albums from my childhood.
Received: One guitar and Lee Oskar harmonica. \$50
The oak crib set my mother gave us to use for the kids.
The pine wood shelves and accessories we brought from the old house.

The large BBQ, stored outside on the deck \$275

The dresser in the garage. *multicolored*
~~The purple stroller.~~

Some toys for the kids - I request they choose which.
The beer making equipment, paraphernalia and supplies. \$100
The compressor and associated air tools and paraphernalia. *(275) new*
The garage tools, including power tools, wrenches, and specialty tooling. \$300
Welder (there are 2. the MIG welder is borrowed. The TIG is worth \$200)
The work benches. \$100
The Honda QA50 minibike my Father gave me. Gift. She can't have this.

see
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DB

The SCUBA gear. \$400

The bamboo fly fishing kit my Father gave me.

The salmon fishing setup I recovered while SCUBA diving.

Bicycles I used. \$100

The pressure washer my Father gave me. \$150

The Stihl Chainsaw and associated accessories my Father gave me. \$200

The Echo weed whacker and associated accessories. \$150

The standup jetski project in the garage, including engine, miscellaneous disassembled parts, and all items needed to make whole. (Janie can keep the sitdown jetski project - it is worth more in its current state than the standup will be when completed)

no no no

NOTE: These following items are currently in my possession:

Katelynn's purple standup jetski. The white standup jetski we were in the process of buying for Kylie (but do not hold title to). The trailer they're on, owner's manuals, parts and associated riding gear.

The remainder of my motorcycle parts (tank, fender, oil, filter, etc...) \$150

The Suzuki LT230 QuadSport 4 wheeler. \$250

All of the remaining Harley associated accessories (riding gear, helmets, parts, etc...). \$150

The camper, plus equipment (less the tents) purchased to go with the camper. \$500 - but this camper is wired only to work with the F250 I already have. It will not work with any other truck without extensive wiring changes so has no value to any other person.

NOTE: These following items are currently in my possession:

The savings bonds my Father gave me when I graduated from High School.

The savings bonds I've purchased for my children (I wish to act as custodian).

He wants to be custodian
~~split from~~
Hell
Cathy

Things I specifically want to stay with Janie and the kids: *no values*

•Hypo-allergenic bedding. \$200

•The bedroom set in our room (plus the bed). \$1000

The dressers I built for the kids. \$300 (*keep w/ home*)

The beds used by the kids, including my childhood bed used by Karston (please notify me if replacing). \$200 (*keep e home*)

The oak desk recently purchased for Katelynn. \$60 (*home*)

•The Desk and file cabinet. \$100

•The computers and accessories. \$250

Shelving throughout the house and garage. *(??)*

The couches. \$200

The large oak entertainment centers. \$100

•The Thomas Kinkadee collector plates. \$100

•One TV - 1 died

•One DVD player \$50

•One VCR \$10

•The children's videos and CD music \$300 *split*

if he buys home
keep

split

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DB

- The Sony video camera \$500
- The Pentax 35MM camera \$200
- The vacuum cleaner \$150
- The bissel steam cleaner \$150
- The sitdown jetski project in the garage \$1000 as is *w/house*
- The lawnmowers. \$400
- All the appliances. \$3000 *washer + drier to Janie - CW*
- All the dishes. \$200 *frg*
- All the silverware. \$200 *stone*
- All the cooking utensils and paraphernalia. \$200 *microwave*
- The chipper. \$300
- The kayak. \$500
- The Craftsman chainsaw. \$100
- The large ladder - goes with the house.

Things of value to be divided:

- My various stocks
- Roth IRA *mut wachovia*
- My retirement
- My VIP, FSP(?), vacation(?), etc...
- Janie's savings account (assumed) *none, none*
- The joint savings account.
- Joint CD's

by JGJ
DHC
 DD

BLOCK MEDIATION ASSET AND LIABILITY CHART

REAL PROPERTY					
Family home at 2984 Janet Avenue, Camano	360,000	(85,000)	275,000	181,600	93,400
			0		
BUSINESS ASSETS					
			0		
			0		
INVESTMENT ACCOUNTS					
Boeing Stock	7,289		7,289		7,289
Husband's Roth IRA	3,263		3,263		3,263
Husband's Boeing VIP	43,437		43,437		43,437
Husband's Boeing FSP	13,425		13,425		13,425
Husband's Pension: marital portion to be split 50/50 per QDRO					
			0		
6 month cd 9377	1,057		1,057	1,057	
12 month cd 9434	1,062		1,062	1,062	
18 month cd 9492	1,069		1,069	1,069	
			0		
VEHICLES					
1997 Ford Contour	1,240		1,240		1,240
1992 Ford F250	3,685		3,685		3,685
2005 Chevy Trailblazer	13,460	(13,460)	0	0	
1990 Harley Davidson	2,065		2,065		2,065
HOUSEHOLD GOODS					
			0		
			0		
DEBTS					
BECU VISA		(16,600)			(16,600)
TOTAL NET COMMUNITY PROPERTY	451,052		335,992	184,788	151,204
55% of Community Assets Equals	184,796				

200
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 DB

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Law Offices of
PODRASKY, SHIPMAN & SHIELDS

3631 Colby Avenue
Everett, WA 98201
Phone 425-258-6846
Fax 425-258-2395

Email: podraskylawoffice@earthlink.net

Mark A. Podrasky
James D. Shipman
Aaron L. Shields

October 16, 2008

SENT VIA FACSIMILE

Cynithia First
Attorney at Law
1721 Hewitt Ave Ste 600
Everett, WA 98201-3546

Damon Canfield
Attorney at Law
PO Box 188
Arlington, WA 98223-0188

Re: Block Mediation

Dear Counsel,

This letter will confirm that you have agreed to retain me as a mediator for the above case. The mediation conference has been scheduled for October 22, 2008 at 9:00 a.m. at our office, located at 3631 Colby Avenue, Everett, WA 98201. Please provide your materials to my office by 12 noon, October 20.

Enclosed please find an Agreement to Mediate. Please have the original signed agreement returned to my office at your earliest convenience. I have received Mr. Canfield and his client's faxed signature to date.

Please advise in the event that you have any questions, comments, or concerns. I look forward to working with the both of you to conclude this matter.

Sincerely,

James Shipman
Attorney at Law

JDS:blm
Enclosure

FAX RECEIVED

OCT 16 2008

Sajley, Dustin, Perle & Canfield

Law Offices of
PODRASKY, SHIPMAN & SHIELDS

1611 Colby Avenue
Everett, WA 98201
Phone 425-258-6816
Fax 425-258-2195

Email: podraskylawoffice@earthlink.net

Mark A. Podrasky
James D. Shipman
Aaron L. Shields

MEDIATION DATE & TIME: October 22, 2008 at 9:00 a.m.

AGREEMENT TO MEDIATE

The undersigned parties hereby agree that James D. Shipman, of Podrasky, Shipman and Shields, will mediate their dispute concerning a domestic relations matter subject to the following conditions/terms:

1. **Voluntary Process.** The parties recognize that mediation is a voluntary settlement process and that the mediator has no authority to impose a settlement on the parties.

The mediator will act as an independent intermediary whose role is to facilitate the parties' resolution of their disputes. The parties acknowledge that they are undertaking these mediation proceedings freely, voluntarily and in good faith as authorized by RCW 5.60.070.

2. **Legal Representation.** The mediator does not represent either party nor will the mediator represent either party in further proceedings related to their matter. The mediator will not give legal advice concerning the parties' rights although he may provide the benefit of his experience and observations as to how the court may address the issues in dispute. Accordingly, the parties need to rely on their legal counsel for advice and recommendations.

3. **Confidentiality.** The topics discussed in mediation will be treated as confidential as authorized by RCW 5.60.0070 and will not be revealed by the mediator to any third party unless the mediator receives written consent from both parties.

The parties recognize and agree that the mediation sessions are settlement negotiations the contents of which are inadmissible and not subject to disclosure in any subsequent proceedings to the extent allowed by law. The parties agree that they will not subpoena or otherwise require the mediator to testify or produce records, notes or work product in any future proceedings.

4. **Written Agreement.** In the event the parties are successful in resolving any or all issues through the mediation process their agreements will be reduced to a written document to be signed by all parties. Both parties

acknowledge that they have been advised that any written mediation agreement (a CF2A Agreement) is an enforceable contract which will, with very limited exceptions, be enforced by the courts in Washington State.

5. Fees. The mediator charges \$250.00 per hour and has allocated four (4) hours of mediation time plus one (1) hour of preparation time to review materials submitted in advance.

All fees are due on the date of the mediation proceeding at the conclusion of the process. All of the undersigned warrant, guarantee and are responsible for payment of the mediator's fees.

6. Additional Time. Additional time may be scheduled with the mediator as needed.

7. Cancellation Policy. In the event of a cancellation (due to postponement, settlement or withdrawal) a \$250.00 cancellation fee will be charged to the party requesting the cancellation if notice is provided less than 24 hours prior to the mediation start time.

Mediator: James D. Shipman
Podrasky, Shipman & Shields

JAMES D. SHIPMAN, WSBA #28342

Agreed:

Agreed:

Cynthia First, WSBA #18092
Attorney for Petitioner



Damon Canfield, WSBA # 28426
Attorney for Respondent

Agreed:

Agreed:

Janie Block, Petitioner

/s/ Signature page attached
Dennis Block, Respondent

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Dennis Block
Dennis Block, Respondent