

68266-1

68266-1



No. 68266-1-I

COURT OF APPEALS, DIVISION ONE  
OF THE STATE OF WASHINGTON

---

GABRIEL Y. LEE, Respondent

v.

CAROL ANN KENNARD, Appellant

---

BRIEF OF APPELLANT

---

H. Michael Finesilver (fka  
Fields)  
Attorney for Appellant

207 E. Edgar Street  
Seattle, WA 98102  
(206) 322-2060  
W.S.B.A. #5495

01/10/11

TABLE OF CONTENTS

A. Assignments of Error.....7

1. Assignment of Error No. 1.....7

2. Assignment of Error No. 2.....7

3. Assignment of Error No. 3: The Court Erred In Failing To Enter The Qualified Domestic Relations Order Presented.....8

4. Assignment of Error No. 4: The Court Erred By Awarding CR 11 Sanctions Against The Attorney For Ms. Kennard.....9

5. Assignment of Error No. 5.....9

B. Statement of the Case.....9

1. Division of Group Health Pension.....10

2. Child Support Enforcement Escalation Provision.....11

3. Enforcement of Spousal Maintenance Escalator Provision.....12

4. The Court’s Decision.....12

C. Argument.....13

1. Assignment of Error No. 1.....13

2. Assignment of Error No. 2.....15

a. Enforceability of A Decree That Incorporates An Agreement of the Parties That Contains An Escalator

Clause As To Spousal Maintenance with No Lid Is A Case Of First Impression.....	15
b. Parties Are Free To Contract As They Wish As To Obligations Inter Se.....	16
3. Assignment of Error No. 3.....	20
a. Contract Principles Do Not Govern Enforceability Of Court Orders.....	21
b. Ms. Kennard Did Not Urge Application Of Contract Principles.....	21
c. The Trial Court Abused Its Discretion By Reforming The Provision That Awards Ms. Kennard One-Half The Group Health Pension of Dr. Lee.....	21
4. Assignment of Error No. 4.....	23
5. Assignment of Error No. 5.....	24
D. Appendix.....	26
1. Order of Child Support	
2. Property Settlement Agreement	

## TABLE OF AUTHORITIES

### Table of Cases

<i>Callan v. Callan</i> , 2 Wn. App 446, 468 P.2d 456 (1970).....	21
<i>Hartman v. Smith</i> , 100 Wn. 2d 766, 674 P.2d 176 (1984).....	14
<i>Hearst Communications Inc. v. Seattle Times</i> , 154 Wn. 2d 493, 115 P.3d 262 (2005).....	22
<i>Just Dirt, Inc. v. Knight Excavating, Inc.</i> , 138 Wn. App. 409, 157 P.3d 431 (2007).....	23
<i>Kaufmann v. Woodard</i> , 24 Wn. 2d 264, 163 P.2d 606 (1945).....	23
<i>In re the Matter of Pearsall-Stipek</i> , 136 Wn.2d 255, 961 P.2d 343 (1998).....	24
<i>In re the Marriage of Coyle</i> , 51 Wn. App 653, 811 P.2d 244 (1991).....	16, 19
<i>In re Marriage of Edwards</i> , 99 Wn. 2d 913, 665 P.2d 883 (1983).....	13, 14, 17
<i>In re Marriage of Estes</i> , 84 Wn. App 586, 929 P.2d. 500 (1997).....	18
<i>In re Marriage of Fahey</i> , 164 Wn. App. 42, 262 P.3d. 128 (2011).....	22
<i>In re the Marriage of Glass</i> , 67 Wn. App 378, 835 P.2d 1054 (1992).....	15, 19
<i>In re Marriage of Littlefield</i> , 133 Wn. 2d. 39, 940 P. 2d. 1362 (1997).....	14

<i>In re Marriage of Lutz</i> , 74 Wn. App 356, 873 P.2d 566 (1994).....	13
<i>In re Marriage of Ortiz</i> , 108 Wn. 2d 643, 740 P.2d 843 (1987).....	16, 17
<i>In re Marriage of Washburn</i> , 101 Wn. 2d 168, 677 P.2d 152) (1984).....	18
<i>McKee v. AT&amp;T Corp.</i> , 164 Wn. 2d 372, 191 P.3d 845 (2008).....	13
<i>Pippins v. Jankelson</i> , 110 Wn. 2d 475, 754 P. 2d 105 (1988).....	17
<i>Pippins v. Pippins</i> , 46 Wn. App. 805, 732 P.2d 1005 (1987).....	17
<i>Zuver v. Airtouch Communications</i> , 153 Wn. 2d 293, 103 P.3d 753 (2004).....	13

#### Statutes

RCW 26.09.040.....	24
RCW 26.09.070.....	17
RCW 26.09.070(7).....	15, 18
RCW 26.09.090.....	18
RCW 26.09.170.....	17
RCW 26.18.160.....	24

Regulations and Rules

CR 11.....9, 11, 13, 23, 24  
CR 60(b)(4).....11  
CR 60(b)(11).....11  
RAP 14(1).....24  
RAP 14(3).....24

## **A. Assignments of Error**

### **1. Assignment of Error No. 1**

The Court erred by concluding that the automatic escalator clause of the child support order is unenforceable.

Issues Pertaining Assignment of Error:

- a. Whether the trial court erroneously concluded that the child support order contained no “lid” (to wit) a maximum amount beyond which Dr. Lee would not have to pay.
- b. Whether substantial evidence supports the court’s finding that counsel for Ms. Kennard conceded the child support escalator clause to be unenforceable.
- c. Whether a party can waive a child support entitlement as a matter of law, in the absence of proof that constitutes equitable estoppel.

### **2. Assignment of Error No. 2**

The Court erred in determining that an agreed decree that contains a periodic automatic increase in spousal maintenance that has no ceiling or “lid” is unenforceable as a matter of law.

Issues pertaining to assignment of error:

- a. Whether case law that prohibits a trial court from imposing on parties an automatic escalator clause as to spousal maintenance

which contains no lid, applies with equal force to decrees entered by agreement of the parties.

- b. Whether parties are free to contract as they wish as to spousal maintenance obligations which involve their own rights, even though they are not free to do so as to child support obligations.
- c. Whether the decree contained sufficient provisions allowing for a reduction in the maintenance obligation, notwithstanding the escalator clause, to accommodate the potential inability of Dr. Lee given levels of spousal maintenance.

**3. Assignment of Error No. 3: The Court Erred In Failing To Enter The Qualified Domestic Relations Order Presented**

Issues Pertaining To Assignments of Error

1. Whether there was substantial evidence to support the observation that the attorney for Ms. Kennard presented a Q.D.R.O. contrary to the award of monthly pension payments provided in the decree of dissolution
2. Whether the trial court erred by reforming the contract through its interpretation of what it believed the parties intended rather than focusing on what was written.

3. Whether the trial court erred in the absence of clear, cogent, and convincing evidence that the agreement limited Ms. Kennard's interest in the Group Health pension to what the marital community's interest would have been under community property law.

**4. Assignment of Error No. 4: The Court Erred By Awarding CR 11 Sanctions Against The Attorney For Ms. Kennard**

CR 11 in the absence of a finding of fact that the attorney acted in bad faith or that his client's position was frivolous.

**5. Assignment of Error No. 5:**

The court erred by failing to award attorney fees for having to move to enforce the escalator provisions of the decree as to spousal maintenance and the child support order.

**B. Statement of the Case**

The parties entered into a final settlement agreement of their marital dissolution on February 11, 2000. They executed and entered their final child support order (CP 160). See Appendix 1 Order of Child Support (CP 160-170)).

## **1. Division of Group Health Pension**

The property settlement agreement at section 4.1 page 8 subsection g) awarded the wife “one-half of the husband’s Group Health retirement benefits” (CP 27; Appendix 2, the separation contract (CP 19-30)). It also provided, “... subject to the terms and conditions as outlined in the Qualified Domestic Relations Order (hereinafter “Q.D.R.O.”) which accompanies this Agreement, except for the 401(k).” Section 4.2 b) awarded the 401 k to the husband.

In 2012, Ms. Kennard, through counsel, sent a proposed Q.D.R.O. to the administrator of the pension, who approved the order (C.P. 11). Dr. Lee refused to sign (CP 12). Ms. Kennard moved for adoption of the order.

Her declaration in support of the motion stated: “My attorney prepared a qualified domestic relations order consistent with the requirements of our divorce decree. The order has been approved...” She then quoted the specific language of the property settlement agreement cited above (CP 11 and 12). Dr. Lee’s current attorney provided her own declaration in which she essentially argued that the disposition in the proposed QDRO awards Ms. Kennard more than what the law would consider half of the community portion, and argued that it was contrary to

the intent of the parties (CP 101). However, Dr. Lee presented no evidence to contradict that the disposition contained in the proposed Q.D.R.O. was contrary to the written agreement of the parties (CP 140-145; 260-268).

The court concluded that the reference in the decree to the Q.D.R.O. being entered at the same time as the decree was evidence of the intent to only divide up the community portion and awarded CR 11 sanctions against Ms. Kennard's attorney of \$1000 (Dec 14, 2011, RP 6 and 24-25).

## **2. Child Support Enforcement Escalation Provision**

Ms. Kennard also moved to enforce the child support order's escalation provision. She had attempted to convince Dr. Lee to pay according to its terms on a number of occasions without success (CP 243-244 ). Dr. Lee moved to vacate under CR 60(b)(4) and (11) which was denied by the court (CP 140). The issue was the enforceability of the escalator provision, with respect to which Dr. Lee had not complied. Dr. Lee was earning \$226,258 per year and Ms. Kennard was unemployable (CP 156 and 157). The escalator was based upon the CPI and contained a "lid" of \$1,500 per month per child (CP 166, section 3.16 of child support order).

Ms. Kennard notified him in 2003 by email and numerous times by phone in succeeding years (CP 243). She cannot work due to severe back pain, arthritis, and hearing difficulties. Now wears braces on her wrists and needs hearing aids. Herniated disc (CP 244).

At the hearing, Dr. Lee's counsel argued that the child support escalator clause was unenforceable since the automatic adjustment provision lacked a maximum amount "lid" beyond which he would not have to pay. (December 9, 2011 RP 4-9). In oral argument, Counsel for Ms. Lee did not argue that issue one way or the other. She focused instead on the maintenance issue. (RP 19)

### **3. Enforcement of Spousal Maintenance Escalator Provision**

The maintenance provision of their agreement also contained an escalator clause adjustable every three years based upon the CPI (CP 156). It also contained provisions calling for a reduction in maintenance should his income decrease. Otherwise, maintenance was non-modifiable by either party (CP 156-157).

### **4. The Court's Decision**

The court ruled the escalator unenforceable for lack of a lid (December 14, 2011 R.P. 23 and C.P. 276), even though the child support order provision as to the automatic escalator in fact contains both a floor

and a ceiling amount or lid. (C.P. 164, section 3.16 of the order of child support).

The court also concluded that the escalator clause as to maintenance was unenforceable for the same reason. (December 14, 2011 R.P. 23), but denied CR 11 sanctions, as to the effort to enforce those provisions (R.P. 23-24)

### **C. Argument**

#### **1. Assignment of Error No. 1**

Whether the provision of an order is unenforceable is a question of law (*McKee v. AT&T Corp.*, 164 Wn. 2d 372 at 383, 191 P.3d 845 (2008). Questions of law are reviewed de novo by the appellate courts (*Zuver v. Airtouch Communications*, 153 Wn. 2d 293 at 302, 103 P.3d 753 (2004).

The trial court concluded that the escalator clause of the child support order is unenforceable for two reasons. The first was that the provision has no “lid” as required by *In re Marriage of Edwards*, 99 Wn. 2d 913 at 919, 665 P.2d 883 (1983). This in effect is a finding of fact which must be supported by substantial evidence. (*In re Marriage of Lutz*, 74 Wn. App 356 at 371-372, 873 P.2d 566 (1994). There was no evidence presented that the order of child support contains no lid. In fact section 3.16 of the child support order contains a clear and unambiguous lid or

maximum amount beyond which Dr. Lee would not have to pay: \$1500 per month per child. (CP 166). See also appendix 2, order of child support.

Where automatic escalator clauses contain a lid, they are enforceable (see *In re the Marriage of Edwards*, supra).

The court's second reason for refusing to enforce the provision is its observation that counsel for Ms. Kennard conceded that provision to be unenforceable (December 14, 2011 R.P. 19).

Analysis of the entirety of the report of proceedings, and of all pleadings submitted on behalf of Ms. Kennard reveals no such concession. (CP 11-52; 217-226; 239-253; December 9, 2011 RP 13-20; December 14, 2011 RP 3-11; 17-18). Therefore to refuse enforcement on those bases are untenable grounds which is an abuse of discretion (*In re Marriage of Littlefield*, 133 Wn. 2d. 39 at 46, 940 P. 2d. 1362 (1997) which requires a reversal.

Even if counsel for Ms. Kennard who is the obligee parent, had conceded the provision to be unenforceable, as the agent for the parent, neither she nor Ms. Kennard have the legal capacity to waive child support owing since she is merely trustee for the child. See *Hartman v. Smith*, 100 Wa 2d 766, 674 P.2d 176 (1984).

Since there is no evidence that the amount owing or the method of its calculation was disputed, the trial court's decision should be reversed and judgment entered in the amount of the judgments requested plus interest accumulating as of when an order can be entered.

## **2. Assignment of Error No. 2**

### **a. Enforceability of A Decree That Incorporates An Agreement of the Parties That Contains An Escalator Clause As To Spousal Maintenance with No Lid Is A Case Of First Impression**

The decree of dissolution incorporated the parties separation contract (CP 12). Whether a decree of marital dissolution which incorporates an agreement that contains an automatic escalator clause that does not include a maximum amount of spousal maintenance to be paid is voidable and unenforceable is a question of law that is a case of first impression in the State of Washington. There is no case law that governs this issue. There exists a statutory provision that is consistent with parties having the legal capacity to impose on themselves spousal maintenance obligations which they might not have the ability to pay which are enforceable. (See RCW 26.09.070(7) and *In re the Marriage of Glass*, 67 Wn. App 378 at 392, 835 P.2d 1054 (1992).

**b. Parties Are Free To Contract As They Wish As  
To Obligations Inter Se**

The trial court erred by drawing the erroneous legal conclusion that case law holding that escalator clauses as to spousal maintenance imposed as a result of a trial that contain no lid are unenforceable apply with equal force to judgments based upon agreements that contain such clauses. Specifically the trial court relied upon *In re the Marriage of Coyle*, 51 Wn App 653, 811 P.2d 244 (1991) a division III case.<sup>1</sup>

In *Coyle*, supra, the decree of dissolution had resulted from a trial imposing an automatic change to the basic maintenance obligation "...to be adjusted every 2 years to reflect the change in the consumer price index (CPI). See. *In re the Marriage of Coyle*, supra, at 656 (1991).

Mr. Coyle argued that an escalation clause without a lid is voidable but not void citing the child support case of *In re Marriage of Ortiz*, 108 Wn. 2d 643, 649, 740 P.2d 843 (1987). Division III of the Court of Appeals agreed without explaining why the child support cases as to escalator clauses with no lid (thereby not related to the obligated parent's ability to pay) had any bearing on the enforceability of agreements to

spousal maintenance obligations that might be beyond the obligated party to pay in the future. There are several reasons why the child support cases are inapposite and why such provisions are enforceable.

The child's right to be supported must be based upon the needs of the child for whom the parent is merely trustee and the ability of the obligated parent to pay. Therefore agreements to render the obligations non modifiable or that automatically increase with no maximum to be paid are unenforceable. See, *In re Marriage of Edwards*, 99 Wn. 2d 913, 665 P.2d 883 (1983); *In re Marriage of Ortiz, supra*; *Pippins v. Pippins*, 46 Wn. App. 805 at 807, 732 P.2d 1005 (1987) and *Pippins v. Jankelson*, 110 Wn. 2d 475 at 479, 754 P. 2d 105 (1988).

These considerations of public policy are why the legislature, in creating the modification statute (RCW 26.09.170), and in creating the separation agreements statute (RCW 26.09.070) does not include a provision that allows parties to agree render child support obligations non-modifiable or permit of automatic increasing payments which do not contain a lid or maximum amount so as to ensure the obligation is within what the parent negotiating the child support agreement has the ability to

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<sup>1</sup> The trial court mis-cited the case as being reported at 51 Wn. App. 543 in footnote 1 CP 275 , which is the same case.

pay. Those same policy considerations do not apply to spousal maintenance obligations created by agreement of the parties.

Spousal maintenance agreements involve no rights or obligations except as to the parties themselves. Maintenance awards whether imposed by agreement or by a trial court are not necessarily limited to the receiving spouse's financial needs under RCW 26.09.090. A self supporting spouse might be entitled to spousal maintenance for a number of reasons. See *In re Marriage of Washburn*, 101 Wn. 2d 168, 677 P.2d 152 (1984); See also, *In re Marriage of Estes*, 84 Wn. App 586, 929 P.2d. 500 (1997) where maintenance was awarded in lieu of property.

Thus, the legislature had no concerns about agreements that impose obligations that might be beyond the paying spouse's ability to pay. The legislature left that as a matter of the party's right to decide, in a marital dissolution when it enacted the following statutory provision: "When the separation contract so provides, **the decree may expressly preclude or limit modification** of any provision for maintenance set forth in the decree." (emphasis supplied) (RCW 26.09.070 (7)).

Thus Division I of the Court of Appeals determined that decrees which contain non-modifiable spousal maintenance provisions entered into by agreement of the parties, unlike similar child support agreements,

are enforceable. See, *In re Marriage of Glass*, 67 Wn. App 378 at 392, 835 P.2d 1054 (1992).

The contract signed by Dr. Lee and Ms. Kennard incorporated into the decree of dissolution include an automatic adjustment of maintenance clause based upon the C.P.I. every three years, without a lid. However, it also provides for a reduction in the obligation should Dr. Lee lose his job, or become disabled, or should his income reduce by a certain amount. “If the husband’s salary is reduced due to involuntary reduction of salary or full-time equivalent, spousal maintenance shall reduce proportionately, to-wit: as his actual reduced income on an annual basis bears to \$226,258 in gross annual income.” The provision goes on to provide an illustrative example of how the maintenance obligation would automatically reduce. (CP 156, page 10 of the separation contract).

In summary, the court erred in a variety of ways.

1. Where it considered *Coyle, supra* as binding precedent.
2. Where it failed to understand that since the legislature, by express statutory provision, empowers spouses to agree to maintenance provisions that may end up being in excess of what the receiving party needs and beyond the ability of the obligated spouse to pay.

3. Therefore to conclude that a non-modifiability clause is enforceable but that an automatic escalator clause with no “lid” is not, is an anomalous result. It fails to acknowledge that parties are free to contract as they wish where it involves their rights, not those of their children. It fails to acknowledge that when they do so, the fairness of their agreements become irrelevant once those agreements are adopted by a decree or court order and at that point are judgments of the court to be enforced, not contracts to be enforced.

Thus to analogize the child support escalation cases, as the trial court did here, to an agreement incorporated into a divorce decree was an abuse of discretion.

### **3. Assignment of Error No. 3**

The court should have approved the QDRO submitted by Ms. Kennard. The court erred by imposing the following a restriction on Ms. Kennard’s entitlement to the Group Health Pension not based upon substantial evidence and which resulted in an unwarranted reformation of the contract of the parties. There was no factual basis for concluding that either the parties or the judgment contemplated her interest being cut off as of the date inserted by the court.

**a. Contract Principles Do Not Govern Enforceability Of Court Orders.**

The separation agreement is an order of the court. Contract principles do not govern the enforceability of an order that incorporates an agreement. It is only if there is language in a judgment that is ambiguous that the "...general rules of construction applicable to statutes, contracts and other writings are used with respect to findings, conclusions and judgment." *Callan v. Callan*, 2 Wn App 446 at 448-449, 468 P.2d 456 (1970). Here there was no ambiguous language and no argument by either party that principles of contract law were to be employed in assessing the enforceability of the escalator provision.

**b. Ms. Kennard Did Not Urge Application of Contract Principles**

The court erred in its observation, in effect a finding of fact that Ms. Kennard urged that contract principles apply (CP 275). In fact, Ms. Kennard did not urge that position. There is nothing in the record that would support that observation. It was the trial court that did so, not Ms. Kennard, an approach which is erroneous. The court, in effect, reformed the decree of dissolution.

**c. The Trial Court Abused Its Discretion By Reforming The Provision That Awards Ms. Kennard One-Half The Group Health Pension of Dr. Lee.**

The trial court drew the legal conclusion that the Q.D.R.O. was contrary to the provisions of the agreement. There is no evidentiary support for that conclusion. Legal conclusions must be based upon findings of fact supported by substantial evidence, “substantial evidence exists if the record contains evidence of sufficient quantity to persuade a fair minded, rational person of the truth of the declared premise” (*In re Marriage of Fahey*, 164 Wn. App. 42 at 55, 262 P.3d. 128 (2011)).

The only way the court could come to that conclusion was to impute an intention beyond the words of the contract itself. However, case law makes clear that the court’s function is to “impute an intention corresponding to the reasonable meaning of the words used...and give...their ordinary, usual and popular meaning unless the entirety of the agreement demonstrates a contrary intent...We do not interpret what was intended to be written but what was written.” *Hearst Communications Inc. v. Seattle Times*, 154 Wn 2d 493 at 503-504, 115 P.3d 262 (2005).

The provision of the agreement awarded Ms. Kennard one half of the husband’s Group Health retirement benefits (CP 154). It did not award her one half the community portion of his pension as determined by the court. For the court to reform the contract, it was Dr. Lee’s burden to prove that to be the intention of the parties by “clear cogent and

convincing evidence”. (*Kaufmann v. Woodard*, 24 Wn. 2d 264 at 269, 163 P.2d 606 (1945)).

Ms. Kennard provided evidence, her sworn declaration that the Q.D.R.O. submitted by her was consistent with the provisions of the decree of dissolution (which incorporated the agreement by reference) (CP 11 and 12). Dr. Lee did not dispute this in his declaration nor did he present “clear cogent and convincing” evidence that their intention was anything other than what the agreement stated: one half the Group Health pension benefit. When the order was presented has no bearing on whether its terms are consistent with the agreement.

The court’s decision should be reversed and the Q.D.R.O. proposed by Ms. Kennard should be adopted.

#### **4. Assignment of Error No. 4**

In awarding CR11 sanctions of \$1,000 the court entered no findings. A trial court abuses its discretion in failing to issue findings of fact when awarding CR11 sanctions (see *Just Dirt, Inc. v. Knight Excavating, Inc.*, 138 Wn. App. 409, 157 P.3d 431 (2007)).

Ms. Watson’s basis based upon her declaration for CR11 sanctions is “egregious error”. (page 3 of Watson’s of November 1, 2011). This is not the standard that her client must fulfill to be entitled to CR 11

sanctions. To impose CR11 sanctions the court must find bad faith on the part of the attorney against whom the order is sought (see *In re the Matter of Pearsall-Stipek*, 136 Wn.2d 255, 961 P.2d 343 (1998)) or that the position taken is frivolous. There was no bad faith, no finding that Ms. Kennard's position is frivolous or that she or her attorney behaved in bad faith. Therefore, the award of \$1000 as a CR 11 sanction was an abuse of discretion as well.

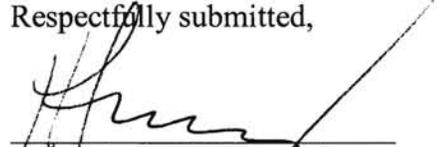
#### **5. Assignment of Error No. 5**

Ms. Kennard asks for attorney fees and costs pursuant to RAP 14.(1) and (3), RCW 26.09.040, and RCW 26.18.160 under which an award of fees is mandatory where enforcement of a past due child support obligation is necessary where procedures to enforce a child support order or maintenance order become necessary. "In any action to enforce a support or maintenance order under this chapter, the prevailing party is entitled to a recovery of costs, including an award for reasonable attorneys fees. An obligor may not be considered a prevailing party...unless the obligee has acted in bad faith..."

Fees and costs should have been awarded below and should be awarded on this appeal which is an extension of Ms. Kennard's efforts to enforce the amounts of maintenance and child support past due.

DATED this 6 day of ~~August~~ <sup>September</sup>, 2012.

Respectfully submitted,



H. Michael Finesilver (fka  
Fields)

Attorney for Appellant  
W.S.B.A. #5495

## APPENDIX

1. Order of Child Support
2. Property Settlement Agreement

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SUPERIOR COURT OF WASHINGTON  
COUNTY OF KING

In re the Marriage of:	)	NO. 99-3-03079-0 SEA
	)	
Gabriel Lee	)	ORDER OF CHILD
Petitioner,	)	SUPPORT
and	)	(ORS)
	)	
Carol Kennard	)	
Respondent.	)	

I. JUDGMENT SUMMARY

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

II. BASIS

2.1 TYPE OF PROCEEDING.

This order is entered pursuant to a decree of dissolution, legal separation or a declaration of invalidity.

2.2 CHILD SUPPORT WORKSHEET.

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

2.3 OTHER:

Does not apply.

ORDER OF CHILD SUPPORT  
WPF DR 01.0500 (7/97)  
RCW 26.09.175; 26.26.132(5)  
Page 1

ANDERSON, FIELDS & KAHAN  
A PROFESSIONAL SERVICE CORPORATION  
207 EAST EDGAR STREET  
SEATTLE, WASHINGTON 98102  
(206) 322-2000

2

III. ORDER

IT IS ORDERED that:

3.1 CHILDREN FOR WHOM SUPPORT IS REQUIRED.

Name	Date of Birth	Soc. Sec. Number
Christopher Lee	6-26-86	535-13-3954
Anastacia Lee	8-26-91	531-27-6204

3.2 PERSON PAYING SUPPORT (OBLIGOR).

Name: Gabriel Lee  
Current Residential Address:  
3718 78th Avenue Court W #P201  
University Place, WA 98466  
and Telephone Number: (253) 565-8830  
Soc. Sec. Number: 536-68-5528  
Date of Birth: 12-28-55  
Driver's License Number/State: LEE\*\*GY454R8/WA  
Employer & Address: Group Health  
Tacoma, WA  
Employer Telephone: (253) 596-3370

THE OBLIGOR PARENT SHALL UPDATE THE ABOVE INFORMATION IN THIS PARAGRAPH 3.2 PROMPTLY AFTER ANY CHANGE IN THE INFORMATION. THE DUTY TO UPDATE THE INFORMATION CONTINUES AS LONG AS ANY MONTHLY SUPPORT REMAINS DUE OR ANY UNPAID SUPPORT DEBT REMAINS DUE UNDER THIS ORDER.

THE OBLIGOR PARENT'S PRIVILEGES TO OBTAIN OR MAINTAIN A LICENSE, CERTIFICATE, REGISTRATION, PERMIT, APPROVAL, OR OTHER SIMILAR DOCUMENT ISSUED BY A LICENSING ENTITY EVIDENCING ADMISSION TO OR GRANTING AUTHORITY TO ENGAGE IN A PROFESSION, OCCUPATION, BUSINESS, INDUSTRY, RECREATIONAL PURSUIT, OR THE OPERATION OF A MOTOR VEHICLE, MAY BE DENIED, OR MAY BE SUSPENDED IF THE OBLIGOR PARENT IS NOT IN COMPLIANCE WITH THIS SUPPORT ORDER AS PROVIDED IN CHAPTER 74.20A REVISED CODE OF WASHINGTON.

Monthly Net Income: \$7,223.51

ORDER OF CHILD SUPPORT  
WPF DR 01.0500 (7/97)  
RCW 26.09.175; 26.26.132(5)  
Page 2

ANDERSON, FIELDS & KAHAN  
A PROFESSIONAL SERVICE CORPORATION  
207 EAST EDGAR STREET  
SEATTLE, WASHINGTON 98102  
(206) 323-2000

3.3 PERSON RECEIVING SUPPORT (OBLIGEE):

Name: Carol Kennard  
Current Residential Address:  
4853 167th Avenue SE  
Bellevue, WA 98006  
and Telephone Number: (425) 401-1026  
Soc. Sec. Number: 535-50-8679  
Date of Birth: 6-9-47  
Driver's License Number/State: KENNACAS30LZ/WA  
Employer & Address: N/A  
Employer Telephone: N/A

THE OBLIGEE PARENT SHALL UPDATE THE ABOVE INFORMATION IN THIS PARAGRAPH 3.3 PROMPTLY AFTER ANY CHANGE IN THE INFORMATION. THE DUTY TO UPDATE THE INFORMATION CONTINUES AS LONG AS ANY MONTHLY SUPPORT REMAINS DUE OR ANY UNPAID SUPPORT DEBT REMAINS DUE UNDER THIS ORDER.

Monthly Net Income: \$6,943.00 (spousal maintenance)

The parent receiving support may be required to submit an accounting of how the support is being spent to benefit the children.

3.4 SERVICE OF PROCESS.

Service of process on the obligor at the address listed above in paragraph 3.2 or any updated address, or on the obligee at the address listed above in paragraph 3.3 or any updated address, may be allowed or accepted as adequate in any proceeding to establish, enforce or modify a child support order between the parties by delivery of written notice to the obligor or obligee at the last address provided.

3.5 TRANSFER PAYMENT.

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

Name	Amount
Christopher Lee	\$ 875.00
Anastacia Lee	\$ 875.00
TOTAL MONTHLY AMOUNT	\$1,750.00

ORDER OF CHILD SUPPORT  
WPF DR 01.0500 (7/97)  
RCW 26.09.175; 26.26.132(5)  
Page 3

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3.6 STANDARD CALCULATION.

Does not apply.

3.7 REASONS FOR DEVIATION FROM STANDARD CALCULATION.

Does not apply.

3.8 REASONS WHY REQUEST FOR DEVIATION WAS DENIED.

Does not apply.

3.9 STARTING DATE AND DAY TO BE PAID.

Starting Date: 2-1-00

Day(s) of the month support is due: 1/2 on 1st & 15th of ea. mo.

3.10 INCREMENTAL PAYMENTS.

Does not apply.

3.11 HOW SUPPORT PAYMENTS SHALL BE MADE.

The Division of Child Support does not provide support enforcement services for this case. Support payments shall be made to:

Directly to Respondent/Mother

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

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 unless an alternative provision is made below:

[If the court orders immediate wage withholding in a case where Division of Child Support does not provide support enforcement services, a mandatory wage

assignment under Chap. 26.18 RCW must be entered and support payments must be made to the Support Registry.]

1 3.13 TERMINATION OF SUPPORT.

2 Support shall be paid in the amount of \$875 per month,  
3 per child, until each child reaches age 18 or, if either  
4 child goes to college and continues to live at home, as  
5 long as the particular child remains at home after age  
6 18.

7 3.14 POST SECONDARY EDUCATIONAL SUPPORT.

8 Gabriel will continue to pay into the GET accounts for  
9 Chris and Stacia until 400 units for each has been paid  
10 off.

11 Tuition will be paid for by the GET, assuming that the  
12 particular child goes to an in-state public institution  
13 of higher learning. If a particular child goes to a  
14 private college or out-of-state, then the court reserves  
15 the authority to decide the responsibilities of the  
16 parents accordingly at that time.

17 Gabriel and Carol will share reasonable college  
18 educational related expenses. In no event shall the  
19 obligation of the parents go beyond any child reaching  
20 age 25. Each child will be responsible for his or her  
21 own post-graduate educational costs.

22 3.15 PAYMENT FOR EXPENSES NOT INCLUDED IN THE TRANSFER  
23 PAYMENT.

24 Does not apply because all payments, except medical, are  
25 included in the transfer payment.

26 3.16 PERIODIC ADJUSTMENT.

27 Child support shall be adjusted periodically as follows:

28 The amount of child support will be increased every  
29 three (3) years based on the cost of living index,  
30 but in no event shall the amount be in excess of  
31 \$1,500 per month, per child, nor any less than \$875  
32 per month, per child.

33 3.17 INCOME TAX EXEMPTIONS.

34 Tax exemptions for the children shall be allocated as  
35 follows:

36 **ORDER OF CHILD SUPPORT**  
37 **WPF DR 01.0500 (7/97)**  
38 **RCW 26.09.175; 26.26.132(5)**  
39 **Page 5**

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43 **SEATTLE, WASHINGTON 98102**  
44 **(206) 322-3000**

1 The father shall claim the children as income tax  
2 exemptions and the mother as head-of-household. If  
3 in any given year the father will receive no  
4 benefit by claiming the children as exemptions,  
5 then the mother shall be entitled to claim the  
6 children in said year(s).

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

9  
10 **3.18 MEDICAL INSURANCE.**

11 Gabriel will maintain medical and dental insurance for  
12 the children listed in Paragraph 3.1 so long as they are  
13 eligible to be covered, as defined by the insurance  
14 policy and/or the IRS rules.

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

19 A parent who is required under this order to provide  
20 health insurance coverage shall provide proof that such  
21 coverage is available or not available within twenty  
22 days of the entry of this order or within twenty days of  
23 the date such coverage becomes available, to the  
24 physical custodian or the Washington State Support  
25 Registry if the parent has been notified or ordered to  
make payments to the Washington State Support Registry.

If proof of health insurance coverage is available or  
not available is not provided within twenty days the  
obligee or the Department of Social and Health Services  
may seek direct enforcement of the coverage through the  
obligor's employer or union without further notice to  
the obligor as provided under Chapter 26.18 RCW.

**3.19 EXTRAORDINARY HEALTH CARE EXPENSES.**

The OBLIGOR shall pay one-half of health care expenses  
not covered by insurance in excess of \$500 per child.  
Gabriel will be consulted prior to any elective  
procedures and/or tests that need to be done.

**3.20 BACK CHILD SUPPORT.**

Back child support does not apply, and therefore is not  
addressed in this order.

**ORDER OF CHILD SUPPORT**  
WPF DR 01.0500 (7/97)  
RCW 26.09.175; 26.26.132(5)  
Page 6

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3.21 BACK INTEREST.

Back interest does not apply, and therefore is not addressed in this order.

3.22 OTHER:

The child support amount ordered in paragraph 3.5 is based upon the total financial circumstances of the parties pursuant to In Re the Marriage of Leslie, 90 Wn. App. 796, 954 P.2d 330 (1998), since the net monthly incomes of the parties exceed \$7,000 per month.

Dated: 2/11/00

15/ S. Gaddis  
Judge/Court Commissioner

Presented by:  
[Signature]  
H. Michael Fields  
W.S.B.A. #5495  
Attorney for Respondent

Approved for entry:  
Notice of presentation  
waived:  
[Signature]  
Gabriel Lee  
Petitioner Pro Se

APPROVED BY:  
[Signature]  
Carol Kennard  
Respondent/Mother

ORDER OF CHILD SUPPORT  
WPF DR 01.0500 (7/97)  
RCW 26.09.175; 26.26.132(5)  
Page 7

**Washington State Child Support Schedule  
Worksheets**

Mother: Carol Kennard  
County: KING

Father: Gabriel Lee  
Superior Court Case Number: 99-3-03079-0 SEA

**CHILDREN AND AGES:** Christopher, 13; Anastacia, 8

**PART I: BASIC SUPPORT OBLIGATION**

1. GROSS MONTHLY INCOME	FATHER	MOTHER
a. Wages and Salaries	\$19,457.00	-
b. Interest and Dividend Income	-	-
c. Business Income	-	-
d. Spousal Maintenance Received	-	\$9,000.00
e. Other Income	-	-
f. TOTAL GROSS MONTHLY INCOME (add Lines 1a through 1e)	\$19,457.00	\$9,000.00
<b>2. MONTHLY DEDUCTIONS FROM GROSS INCOME</b>		
a. Income Taxes	\$2,409.26	\$2,057.00
b. FICA/Self-Employment Taxes	\$657.23	-
c. State Industrial Insurance Deductions	-	-
d. Mandatory Union/Professional Dues	-	-
e. Pension Plan Payments	\$167.00	-
f. Spousal Maintenance Paid	\$9,000.00	-
g. Normal Business Expenses	-	-
h. TOTAL DEDUCTIONS FROM GROSS INCOME (add Lines 2a through 2g)	\$12,233.49	\$2,057.00
<b>3. MONTHLY NET INCOME</b> (Line 1f minus Line 2h)	\$7,223.51	\$6,943.00
<b>4. COMBINED MONTHLY NET INCOME</b> (Line 3 amounts combined)	\$14,166.51	
<b>5. BASIC CHILD SUPPORT OBLIGATION (Combined Amount --&gt;)</b> Christopher \$707.98 Anastacia \$574.02	\$1,282.00	
<b>6. PROPORTIONAL SHARE OF INCOME</b> (Each number on Line 3 divided by Line 4)	.510	.490
<b>7. EACH PARENT'S BASIC CHILD SUPPORT OBLIGATION</b> (Each number on Line 6 times Line 5)	\$653.82	\$628.18

**PART II: HEALTH CARE, DAY CARE, AND SPECIAL CHILD REARING EXPENSES**

<b>8. HEALTH CARE EXPENSES</b>		
a. Children's Monthly Health Insurance	\$100.00	-
b. Children's Uninsured Monthly Health Care	-	-
c. Total Monthly Health Care Expenses (Line 8a plus Line 8b)	\$100.00	-
d. Combined Monthly Health Care Expenses (Add father's and mother's totals from line 8c)	\$100.00	
e. Maximum Ordinary Monthly Health Care (Line 5 times .05)	\$64.10	
f. Extraordinary Monthly Health Care (Line 8d minus Line 8e)	\$35.90	

**PART II: HEALTH CARE, DAY CARE, AND SPECIAL CHILD REARING EXPENSES (cont.)**

<b>9. DAY CARE AND SPECIAL CHILD REARING EXPENSES</b>	<b>FATHER</b>	<b>MOTHER</b>
a. Day Care Expenses	-	-
b. Education Expenses	-	-
c. Long Distance Transportation Expenses	-	-
d. Other Special Expenses (listed below)	-	-
	-	-
	-	-
<b>e. TOTAL DAY CARE AND SPECIAL EXPENSES</b> (Add Lines 9a through 9d)	-	-
<b>10. COMBINED MONTHLY TOTAL DAY CARE &amp; SPECIAL EXPENSES</b> (Combine amounts on Line 9e)		-
<b>11. TOTAL EXTRAORDINARY HEALTH CARE, DAY CARE, &amp; SPECIAL EXPENSES</b> (Line 8f plus Line 10)		\$35.90
<b>12. EACH PARENT'S OBLIGATION FOR EXTRAORDINARY HEALTH CARE, DAY CARE, AND SPECIAL EXPENSES</b> (Multiply each number on Line 8 by Line 11)	\$18.31	\$17.59

**PART III: STANDARD CALCULATION CHILD SUPPORT OBLIGATION**

<b>13. STANDARD CALCULATION SUPPORT OBLIGATION</b> (Line 7 plus Line 12)	\$672.13	\$645.77
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**PART IV: CHILD SUPPORT CREDITS**

<b>14. CHILD SUPPORT CREDITS</b>		
a. Monthly Health Care Expenses Credit	\$100.00	-
b. Day Care and Special Expenses Credit	-	-
c. Other Ordinary Expense Credit	-	-
	-	-
	-	-
<b>d. TOTAL SUPPORT CREDITS</b> (Add Lines 14a through 14d)	\$100.00	-

**PART V: NET SUPPORT OBLIGATION/PRESUMPTIVE TRANSFER PAYMENT**

<b>15. Net Support Obligation</b> (Line 13 minus 14d)	\$572.13	\$645.77
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**PART VI: ADDITIONAL FACTORS FOR CONSIDERATION**

<b>18. Household Assets</b> (Present estimated value of all major assets)	<b>FATHER'S HOUSEHOLD</b>	<b>MOTHER'S HOUSEHOLD</b>
a. Real Estate	-	-
b. Stocks & 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.)	FATHER'S HOUSEHOLD	MOTHER'S HOUSEHOLD						
a.	-	-						
b.	-	-						
c.	-	-						
d.	-	-						
e.	-	-						
f.	-	-						
<b>18. Other Household Income</b>								
<b>a. Income of Current Spouse</b> (If not the other parent of this action) Name _____ Name _____	-	-						
<b>b. Income of Other Adults in Household</b> Name _____ Name _____	-	-						
<b>c. Income of Children</b> (if considered extraordinary) Name _____ Name _____	-	-						
<b>d. Income From Child Support</b> Name _____ Name _____	-	-						
<b>e. Income From Assistance Programs</b> Program _____ Program _____	-	-						
<b>f. Other Income (describe)</b> _____ _____	-	-						
<b>19. Non-Recurring income (describe)</b> _____ _____								
<b>20. Child Support Paid for Other Children</b> Name/Age: _____ Name/Age: _____	-	-						
<b>21. Other children Living in Each Household</b> (First names and ages) <table border="1" data-bbox="1040 1581 1588 1822"> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> </table>								

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.

Carol Kennedy

Mother's Signature

2/9/00  
Date

Belleme  
City

Debra Lee

Father's Signature

2/10/00  
Date

Belleme  
City

Judge/Reviewing Officer

Date

Worksheet certified by the State of Washington Administrator for the Courts.

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**SUPERIOR COURT OF WASHINGTON  
COUNTY OF KING**

**In Re the Marriage of:** )  
 )  
**Gabriel Lee** )  
 )  
 )  
**Petitioner,** )  
 )  
 )  
**and** )  
 )  
 )  
**Carol Kennard** )  
 )  
 )  
**Respondent.** )  
\_\_\_\_\_ )

**NO. 99-3-03079-0 SEA**  
**SEPARATION CONTRACT AND  
PROPERTY SETTLEMENT  
AGREEMENT**

**I.**

**RECITALS**

1.1 THIS AGREEMENT is made and entered into between GABRIEL LEE (hereinafter referred to as "husband" or "spouse", for himself, his personal representatives, heirs and assigns), and CAROL KENNARD (hereafter referred to as "Wife" or "spouse", for herself, her personal representatives, heirs and assigns), in order to promote the amicable settlement of disputes attendant upon their separation and the filing of a Petition for Dissolution of their marriage.

1.2 The parties hereto were married on July 22, 1979 in King County, Washington, and ever since said date have been and now are husband and wife; and

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1.3 The parties separated on or about February 15, 1999.

1.4 Two children were been born as issue of this marriage, and the wife is not now pregnant.

1.5 Both parties agree and warrant to one another that they are:

- a) Residents of the State of Washington;
- b) Husband and wife; and
- c) Neither party is an active member of the Armed Forces of the United States.

1.6 Both parties warrant and agree that this Agreement is at this time (to-wit: at the time of execution) fair, just and equitable and that they are affixing their signatures hereto freely, knowingly, and voluntarily without duress or coercion of anyone.

1.7 Each spouse deems himself and the other spouse of sound mind, and each so warrants to the notary attesting to the validity of their signatures.

1.8 Both spouses acknowledge that the property and obligations hereafter listed and divided are all of the property and obligations that either or both have accumulated.

1.9 Both spouses acknowledge that each has an understanding of the nature of their property and the benefits that are derived from said property.

1.10 Both parties acknowledge that each has had the opportunity to seek independent counsel concerning disposition of their rights, property and obligations as set forth herein prior to the signing of this Contract. Counsel means both an attorney and/or other financial advisor.

1 Failure to seek out such counsel is deemed a waiver thereof. Because of irreconcilable  
2 differences, the parties intend to live separate and apart.

3 1.11 The parties desire to confirm their separation and make arrangements in  
4 connection therewith, including settlement of all questions relating to their property rights and  
5 other rights and obligations drawing out of this marital relationship.  
6

7 1.12 Both parties agree to submit themselves and all of their property, no matter where  
8 situated, to the jurisdiction of the State of Washington to dispose of as set forth following.

9 1.13 Both parties agree that a dissolution which may be entered hereafter shall be  
10 limited to the terms of this Agreement, and which agreement shall be incorporated in Findings of  
11 Fact and Conclusions of Law and the Decree of Dissolution upon entry.  
12

13 1.14 The parties are not contracting to dissolve their marriage, but agree that if a  
14 Decree of Dissolution is obtained, this Separation Contract shall be incorporated in said Decree  
15 of Dissolution and merged therein and be given full force and effect through said Decree.  
16 Notwithstanding that the provisions of this Agreement are to be included and merged in such a  
17 Decree of Dissolution, it is also the intention of the parties that this Agreement retains its status  
18 independently as a contract between the parties, each spouse to enforce their rights as they arise  
19 from this Agreement by contract law, as well as those remedies available for the enforcement of  
20 judgments and dissolution law specifically including the use of the contempt power of the court.  
21 It is understood and agreed by the parties that this Contract shall be final and binding upon  
22 execution by both parties, whether or not a Decree of Dissolution is obtained. This Agreement  
23 may be terminated and modified on a written document so reflecting, signed by both parties.  
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1.15 In consideration of the mutual promises, agreements and covenants of the parties, the rights each receives or relinquishes, the mutual promises made and of the acts to be performed by each, and having understood each paragraph hereinbefore set forth, the parties have agreed, and by the affixing of their signatures last hereto, agree as follows:

**II.**  
**WAIVERS**

2.1 Except as otherwise authorized by this Agreement, each spouse hereby covenants to make no claim upon the property or earnings assigned herein to the other party by way of marital community interest therein, and hereby releases any and all rights or interest in any real or personal property after the date of separation of the parties or the date of this Agreement, whichever date occurs first. Both parties agree that neither will assert any claim or demand of any kind against the other except as expressly recognized herein.

2.2 Except for the enforcement of rights hereunder, each spouse hereby relinquishes and waives any right and/or interest which he may have in the estate of the other spouse unless under a Will executed subsequent to the effective date hereof, and each hereby covenants to make no claim for any such right and/or interest upon the death of the other party by way of community property interest or as a widow, widower, heir, next of kin, or successor under the laws of descent and distribution, or under any other provision of any statute or under any rule of common law. These covenants, relinquishments and waivers include, but are not limited to, all rights of inheritance and/or the rights of administration of the state of the deceased spouse, the

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right to take against or make objections to the Will of the deceased, any right to homestead or award in lieu thereof, and any right to allowances and exemptions or money and property, personal and real, out of the estate of the deceased spouse. These covenants, relinquishments and waivers extend to all rights and interests as under the law at the death of either spouse. Each party retains, however, all rights accorded to him or her by virtue of the Social Security Act, as amended, notwithstanding the fact that some or all of those rights accrued solely by virtue of the marriage of the parties and contributions of the other party.

2.3 Inducements: Each party hereto acknowledges that he or she is making this Agreement of his or her own free will and volition and acknowledges that no coercion, force, pressure or undue influence whatsoever has been employed against himself or herself in negotiations leading to the execution of this Agreement either by the other party hereto or by any other person or person whomsoever, and declares that no reliance whatsoever is placed upon representation other than those expressly set forth herein.

2.4 Legal Representation: Each party to this Agreement does hereby stipulate with the other that he or she has been either represented in negotiations for and the preparation of this Agreement, by counsel or his or her own choosing, or has had the opportunity to have this Agreement reviewed by independent counsel and has declined to do so. The parties have read this Agreement and have had it fully explained to them prior to signing.

2.5 Entire Agreement: This Agreement embodies in its entirety the agreements of the parties concerning the disposition of their proprietary and their property rights; provisions for the

1 children, if applicable; maintenance of the spouse, if applicable; and all other issues between  
2 them. There are no other agreements existing between the parties with reference to such matters.

3  
4 2.6 Modification: No modification or waiver of any of the terms of this Agreement  
5 shall be valid as between the parties unless in writing and executed with the same formality of  
6 this Agreement; and no waiver of any breach or default hereunder shall be deemed a waiver of  
7 any subsequent breach or default of the same or similar nature, no matter how made or how often  
8 recurring.

9  
10 2.7 Applicable Law: The parties do hereby stipulate that interpretation of this  
11 document may be made by any court of competent jurisdiction which may be called upon to  
12 interpret it and, in so doing, said court shall apply the substantive law and law of modification of  
13 the State of Washington.

14 2.8 Partial Invalidity: In the event that any portion of this Agreement shall be  
15 declared invalid by any court of competent jurisdiction, those parts not at issue shall still be of  
16 full force and effect.

17  
18 2.9 Findings and Decree: This Separation Contract shall be embodied as is provide  
19 din the format of the Findings of Fact and Conclusions of Law and Decree of Dissolution under  
20 Chapter 157 of the Laws of 1973, First Extraordinary Session.

21 2.10 Court Approval of Separation Contract: It shall be the intent of both parties that  
22 the court approve this Separation Contract as fair and equitable at the time it was entered into,  
23 and thus enforceable. Either party may apply to the Superior Court of the State of Washington  
24 for a Decree dissolving the marriage and granting all relief provided for in this Agreement. By  
25

1 executing this Agreement, each party voluntarily consents to the jurisdiction of the Superior  
2 Court of the State of Washington to award all such relief and ratify all rights and obligation set  
3 forth herein.  
4

5 **III.**

6 **EXECUTION OF INSTRUMENTS**

7 3.1 In full consideration of the mutual agreements contained herein, each spouse will  
8 execute any deeds, bills of sale, assignment, promissory notes, transfers or other instruments and  
9 documents necessary to complete and effectively carry out the terms of this Agreement. This  
10 paragraph shall also be binding upon and inure to the benefit of the heirs, executors,  
11 administrators, successors and assigns of each of the parties.  
12

13 3.2 In the event that legal descriptions are omitted, incorrect or insufficient, each  
14 party agrees to promptly execute such additional or new documents as may be required to  
15 effectuate the terms of this Agreement.  
16

17 3.3 Each of the parties shall take all steps necessary to set forth all of the provisions  
18 contained in this Separation Contract are given full effect. Each party shall allow delivery to the  
19 other party within thirty (30) days of the date hereof those items of personal property awarded to  
20 the other which are at the present time in his or her possession. Each party shall make available  
21 to the other those insurance policies awarded to the other which are in his or her possession, as  
22 well as all those records relating to assets awarded to the other party which are in his or her  
23 possession. The parties will contact one another and make suitable arrangements for the delivery  
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1 and receipt of said documents and/or items of personalty. Each party is obliged to exert his or  
2 her best efforts to complete these transfers.

3  
4 IV.

5 **PROPERTY AND OBLIGATIONS OF THE PARTIES**

6 4.1 Property to Wife: The parties agree that the wife shall be awarded as her sole and  
7 separate property, free and clear of any claims of the husband, any and all interest in and to the  
8 following:

- 9 a) The real property located at 4853 167<sup>th</sup> Avenue SE, Bellevue, Washington.
- 10 b) All personal property in her possession and control, including all bank  
11 accounts in her name.
- 12 c) All certificates of deposits standing in the names of the parties through  
13 Washington Mutual Savings Bank.
- 14 d) All Washington Mutual Bank Accounts and Washington State Employees  
15 Credit Union CDs and accounts.
- 16 e) The Schwab stock account.
- 17 f) The 1999 Honda Van.
- 18 g) One-half of the husband's Group Health retirement benefits, subject to the  
19 terms and conditions as outlined in the Qualified Domestic Relations Order which accompanies  
20 this Agreement, except for the 401(k).
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1 reaching the age of 65, or upon his death, whichever shall first occur. In the event of his death, he  
2 shall maintain term life insurance in the sum of \$1,000,000 until the children of the parties are  
3 each over the age of 25, or upon Carol's death, whichever comes first. Carol shall be the primary  
4 beneficiary. The secondary beneficiaries shall be Christopher and Anastacia, the parties' children.  
5 There shall be no other beneficiaries of this policy. The purpose of the policy is to secure the  
6 support and maintenance obligations hereunder (see accompanying Order of Child Support).  
7

8         If husband's salary is reduced due to involuntary reduction of salary or full-time  
9 equivalent, spousal maintenance shall reduce proportionately, to-wit: as his actual reduced income  
10 on an annual basis bears to \$226,258 in gross annual income. To illustrate through a hypothetical  
11 example, let's assume husband's income is reduced to \$181,406. That figure is 80% of the annual  
12 salary on which the maintenance amount of \$9,000 per month was based. His maintenance  
13 obligation would then reduce by 20% (\$7,200). Once his total annual earned income, pre-tax,  
14 increases up to the \$226,758 level or greater, the amount of the spousal maintenance shall increase  
15 back to the pre-reduction level.  
16

17         If husband becomes disabled temporarily or permanently, partially or completely, then  
18 spousal maintenance will be reduced proportionate to the reduced disability income.  
19

20         If the husband changes employment involuntarily due to termination by Group Health for  
21 any reason, then spousal maintenance shall be the lesser of one-half of husband's new income pre-  
22 tax or \$9,000, plus accumulations for CPI adjustments.

23         If husband changes his practice voluntarily when either child is under the age of 18,  
24 spousal maintenance will equal the last amount prior to leaving Group Health. If this occurs when  
25

1 both children are over the age of 18, spousal maintenance will be equal to the lesser of one-half of  
2 husband's new *pre-tax* income or the last amount of spousal support prior to leaving Group  
3 Health, but not less than \$6,000 per month, plus CPI adjustment. Husband will provide wife with  
4 six months notice (see discussion in college funding).  
5

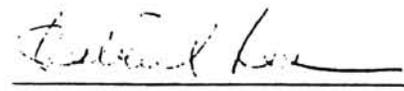
6 Maintenance is otherwise non-modifiable by either party, unless agreed to in writing by the  
7 parties.

8 VI.  
9 LEGAL FEES

10 Each party shall be solely liable for their own legal fees and costs of suit incurred herein.  
11

12  
13 IN WITNESS WHEREOF the parties hereto have affixed their signatures as of the 9th  
14 day of January, 2000.  
15

16   
17 CAROL KENNARD  
18 Respondent/Wife

16   
17 GABRIEL LEE  
18 Petitioner/Husband

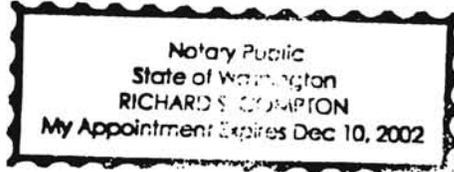
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STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

On this day personally appeared before me CAROL KENNARD, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged to me that she signed the same as her free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 9<sup>th</sup> day of February, 2000.

(seal or stamp)



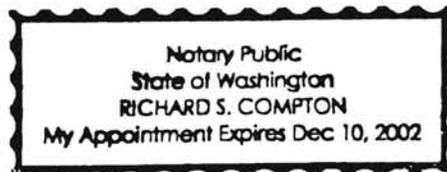
Richard S. Compton  
Printed Name: RICHARD S. COMPTON  
NOTARY PUBLIC in and for the State of  
Washington, residing at Kent  
Commission Expires: 12/10/2002

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

On this day personally appeared before me GABRIEL LEE, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged to me that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 9<sup>th</sup> day of February, 2000.

(seal or stamp)



Richard S. Compton  
RSC, NP  
Printed Name: RICHARD S. COMPTON  
NOTARY PUBLIC in and for the State of  
Washington, residing at Kent  
Commission Expires: 12/10/2002