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9 **IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON**
10 **IN AND FOR THE COUNTY OF KING**

11 In re the Marriage of:

12 CHIE KAWABATA

13 Petitioner,

14 And

15 KRISTOFFER GRANT MORNESS,

16 Respondent.

No: 11-3-00982-7 SEA

ARBITRATION DECISION

(June 20, 2012)

17
18 This matter comes before the undersigned for arbitration. Both parties continue to be represented
19 by counsel. Ms. Kawabata is represented in these proceedings by P. Shantel Pieratt. Mr. Morness
20 continues to be represented by Virginia M. Onu. A series of arbitration issues were presented and
21 are resolved as follows.

22 1. Day Care. The issue is where the parties' child will attend day care starting July 1, 2012. Ms.
23 Kawabata wishes to have the child attend Bright Horizons Day Care in Redmond or Sunset, WA.
24 Mr. Morness wishes the child to attend Kindercare. The cost at Bright Horizon is \$1,545.00 per
25 month. The cost at Kindercare is \$289.00 per week which would be a cost of approximately
26 \$1,200.00 per month. Mr. Morness states there is a 20% discount for Microsoft employees which
27 would reduce that cost to \$994.00 per month.

28 Some of the reasons Ms. Kawabata requests Bright Horizons is because it uses organic foods
29 and has a chef who was trained by Wolfgang Puck. It has an embedded foreign language program.

30 **ARBITRATION DECISION**

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1 It has a separate science class. It has separate closed classrooms for each class. It has more "robust
2 educational webinars and newsletters for parents." It has a substantial number of students for
3 whom English is a second language.

4 Many of the benefits of Bright Horizons, as defined by Ms. Kawabata, are also things that
5 cause it to cost substantially more than other day care. The average cost of day care in Washington
6 State is \$1,023.00 per month. A key factor in any day care is that the cost thereof must be reasonable
7 and appropriate to the parent's affordability.

8 I find nothing in the information provided to me that would cause me to believe that
9 Kindercare is not an appropriate and reasonable day care facility at a significantly lower cost to the
10 parties.

11 The parties shall utilize Kindercare as the day care facility for their child. Provided, however,
12 if Ms. Kawabata is willing to pay the extra cost associated with Bright Horizons, then she may do so
13 and the child may attend Bright Horizons. In other words, Mr. Morness' cost shall be capped at his
14 pro rata share of the cost for the child to attend Kindercare (\$994.00). If Ms. Kawabata is willing to
15 pay the balance thereof, then the parties shall use Bright Horizons.

16 2. Private School. Ms. Kawabata is requesting private school for their child. She has also filed
17 a notice of relocation. At this time I find the decision with regard to private school is premature and
18 needs to await the outcome of the relocation action. I will add, however, that at this time I find
19 nothing compelling that would cause me to require the child to attend private school.

20 3. Summer Vacation 2012. In my recent arbitration decision I gave Mr. Morness a limited
21 amount of time (until May 21, 2012) to notify Ms. Kawabata of his new vacation dates. He missed
22 the deadline by one day and provided Ms. Kawabata with his vacation requests on May 22, 2012.
23 Ms. Kawabata now contests his requested dates. Mr. Morness requested August 11 to August 18
24 and August 25 to September 1, 2012. I find that Mr. Morness complied with the spirit of my
25 arbitration decision and his failure to meet that deadline by one day is not a basis to forfeit his
26 requested vacation dates. I find Ms. Kawabata's objections to be of no merit. Mr. Morness'
27 requested two weeks of vacation are granted. His vacation dates are August 11 to August 18 and
28 August 25 to September 1, 2012.

29 4. Clarification of School Schedule. Mr. Morness noted an error in the Parenting Plan under
30 Section 3.2 which states "If there is no school on "Thursday" the father shall have the child from

1 Thursday at 5:000 p.m.” This is an obvious error and Ms. Kawabata agrees there is an error that
2 needs to be corrected. The Parenting Plan will be corrected so as to provide under Section 3.2 “In
3 the event there is no school on Friday, the father shall have the child from Thursday at 5:00 p.m.”

4 5. Clarification of Parenting Plan – Winter Vacation. Mr. Morness has requested a clarification
5 of the Winter schedule. Ms. Kawabata agrees with his clarification. Mr. Morness shall have the
6 child on the first portion of Winter vacation in even-numbered years. Ms. Kawabata shall have the
7 child on the second portion of Winter vacation in even-numbered years. Ms. Kawabata shall have
8 the child on the first portion of Winter vacation in odd-numbered years and Mr. Morness shall have
9 the child the second portion of Winter vacation in odd-numbered years.

10 6. Property Issues. Mr. Morness requests Ms. Kawabata fill out the Federal Tax Form 8332 for
11 all even-numbered years during the child’s minority, thereby confirming to Mr. Morness the tax
12 deduction. Ms. Kawabata responds by arguing that she should not be required to do that because
13 there may be changes in circumstances that will result in a change in the exemption or dependency
14 allocation. She also argues that a provision should be added to the Order of Child Support which
15 only gives Mr. Morness the tax-exemption if he is current on his child support by the end of the
16 year.

17 There is no provision in the existing Order of Child Support specifying Mr. Morness needs
18 to be current in his child support in order to get the tax exemption. Such a change would be a
19 modification thereof. There is no basis for a modification. Ms. Kawabata’s request is denied.

20 I agree with Ms. Kawabata that being required to sign the tax forms for all even-numbered
21 years of the child’s minority seems excessive. However, it does seem reasonable to do so for the
22 next two to three even tax years. Ms. Kawabata will sign the form for the years 2012, 2014, and
23 2016. This issue can be reviewed in the event Ms. Kawabata is allowed to relocate with the child to
24 Japan.

25 7. Judgment Amount. Mr. Morness has requested that Ms. Kawabata either be required to pay
26 him the cash obligation due on an immediate basis or that he receive a judgment on an immediate
27 basis. I appreciate Mr. Morness’ concern that if Ms. Kawabata relocates to Japan, he may never
28 have the opportunity to collect on the obligation due. Nevertheless, until the Decree of Dissolution
29 is entered, I will not require Ms. Kawabata to prepay the obligation. I will provide, however, that if
30 the obligation is not paid prior to the entry of the Decree, then there will be a judgment included in

1 the Decree which will bear interest at the rate of 12% per annum from the date of the Decree.

2 8. Summer Travel. In my arbitration decision of May 15, 2012, I indicated I would allow a two
3 week travel to Japan for Ms. Kawabata. In my letter arbitration ruling I stayed that decision in part
4 on the assumption that the relocation action filed by Ms. Kawabata would take precedent and would
5 resolve those issues.

6 Ms. Kawabata filed a notice of relocation to Japan, which she signed on June 5, 2012. Mr.
7 Morness has, for several months, indicated a concern that Ms. Kawabata might take a trip to Japan
8 and not return. Japan is not a signatory to the Hague Convention. In her notice of relocation she
9 states she has a new job opportunity with a new company. Obviously, the relocation proposal had
10 been well-thought out and planned for some time. In the underlying arbitration proceeding Ms.
11 Kawabata discussed her job at Microsoft as stable and a job to which she was committed. This
12 certainly raises a concern to me, as the arbitrator, as to whether she was fully candid with me in the
13 underlying arbitration proceeding and subsequent proceedings. I will continue the stay on Ms.
14 Kawabata's travel with the child to Japan in August. If Ms. Kawabata wishes to travel without the
15 child, certainly she may do so. But at this time she is not to take the child to Japan. I will listen to
16 further arguments as to whether I am to handle this or the court will handle this in the relocation
17 action.

18 9. Attorney's Fees. Each party shall be responsible for his/her own fees and costs incurred in
19 this proceeding. The arbitration fees will be divided equally between the parties. Mr. Morness has
20 paid Ms. Kawabata's arbitration fees for this decision. He shall be entitled to a reimbursement of
21 \$437.50, which amount shall be added to the amount owed by Ms. Kawabata to Mr. Morness.

22
23 DATED this 20th day of June, 2012.

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25 HOWARD R. BARTLETT, WSBA #478
26 Arbitrator
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