

Superior Court of Washington
County of King

In re:

Maximus Kristoffer Morness-Kawabata

Child(ren),

Chie Kawabata

Petitioner(s),

and

Kristoffer Grant Morness

Respondent(s).

No. 11-3-00982-7 SEA

Objection to Relocation/
Petition for Modification of
Custody Decree/Parenting
Plan/Residential Schedule
(OBPT)

Para. 3.10: check box if petition is
attached for:

☐ Order for protection DV (PTORPRT)

☐ Order for protection UH (PTORAH)

I. Identification of Parties

1.1 Objecting Party

Name of objecting party: Kristoffer Grant Morness.

1.2 Relocating Party

Name of relocating party: Chie Kawabata

1.3 Other Persons With Court-Ordered Time With the Children

List other persons with court-ordered time with the children.

None

1.4 Dependent Children

Name: Maximus Kristoffer Morness-Kawabata

Age 4.5

II. Objection to Relocation or Proposed Revised Residential Schedule

- 2.1 I, Kristoffer Grant Morness, object to the intended relocation described in Chie Kawabata's Notice of Intended Relocation of Children dated June 5th, 2012.
- 2.2 I, Kristoffer Grant Morness object to the proposed revised parenting plan/residential schedule attached to Chie Kawabata's Notice of Intended Relocation of Children dated June 5th, 2012.

A true and correct copy of the Notice of Intended Relocation of Children, with proposed new parenting plan/residential schedule, is attached.

III. Basis

3.1 **Petition for an Order Modifying Custody Decree/Parenting Plan/Residential Schedule Pursuant to Relocation**

This is a petition for modification of custody decree/parenting plan/residential schedule pursuant to relocation. The objecting party asks the court to enter an order:

Restraining the intended relocation of the children.

Approving the parenting plan/residential schedule filed with this petition.

3.2 **Adequate Cause**

The relocation of the children is being pursued. There is no need for adequate cause for hearing this petition for modification.

3.3 **Child Support**

Does not apply.

3.4 **Jurisdiction and Venue**

The court has proper jurisdiction and venue.

The objecting party resides in: Vancouver, British Columbia Canada.

The child resides in: King County, Washington.

The relocating party resides in: King County, Washington.

The current custody decree/parenting plan/residential schedule has not yet been entered. The parties settled the parenting plan in mediation and entered into a CR2A agreement with respect to the final parenting plan on January 11, 2012. The CR2A agreement is in the process of being drafted into an agreed final parenting plan which will be filed and entered in King County Washington. A copy of the CR2A agreement is filed with this parenting plan. A certified copy of the current custody decree/parenting plan/residential schedule is filed with or attached to this petition, if the decree or plan to be modified was entered in another county or state.

3.5 **Jurisdiction Over Proceeding**

This court has jurisdiction over this proceeding for the reasons below.

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

This state is the home state of the children because:

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

any absences from Washington have been only temporary.

3.6 Uniform Child Custody Jurisdiction and Enforcement Act Information

During the last five years, the children have lived:

in the following places with the following persons (list each place the children lived, including the state of Washington, the dates the children lived there and the names of the persons with whom the children lived. The present addresses of those persons must be listed in the required Confidential Information Form.):

England	From February 2008 To May 2008	With: Petitioner and relocating party
California	From May 2008 to August 2008	With Petitioner and relocating party
Washington	From August 2008 To January 2011	With petitioner and relocating Party
Washington	From January 2011 To present	With relocating party

Claims to custody or visitation:

The objecting party does not know of any person other than the relocating party who has physical custody of, or claims to have custody or visitation rights to, the children.

Involvement in any other proceeding concerning the children:

The objecting party has not been involved in any other proceeding regarding the children, other than the initial divorce.

Other legal proceedings concerning the children:

The objecting party does not know of any other legal proceedings concerning the children, other than the initial divorce.

3.7 Reasons for Objecting to the Relocation

Based upon the following factors, the detrimental effects of allowing the children to move with the relocating person outweigh the benefits of the move to the children and the relocating person:

3.7.1 The relative strength, nature, quality, extent of involvement, and stability of the child's relationship with each parent and other significant persons in the child's life.

Does apply. Explain:

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WPF DRPSCU 07.0700 Mandatory (6/2008) - RCW 26.09.260(6), .480

I love Maximus very much, and we have a very strong, loving and close relationship. I have 125 days of visitation with him, which is nearly a third of the year. My visitation is set to increase over the next two years.

I cared for Maximus during his infancy and early childhood, despite the relocating party's efforts to reduce my contact and communication with Maximus.

During his time with me I place Maximus in daycare only as much as I have to in order to work. My partner and I stagger our schedules as much as possible when Max has full weeks with us, so that his time in care is minimized. We do not make use of any other paid help.

Maximus and I frequently spend time with my extended family and my partner and her extended family. Maximus is close to his extended family.

During the marriage, the relocating party worked 50-60 hours per week, to the point where she employed a nanny to do personal care for Max while the relocating party cooked, because that task allowed her to check her computer and cell phone for work matters. This pattern has continued post separation. Max has had multiple caregivers. The relocating party travels extensively. In the last five months she has been on multiple business trips and although she initially placed Maximus with me during business travel she now is placing him with a nanny despite the fact I am available.

During our relationship, I observed the relocating party change employers five times in six years, making changing states or countries each time. The relocating party is always seeking to take on more responsibility and work. She has always rationalized changes as being in Max's best interests, although they clearly have nothing to do with Max and what is in his best interest. One year ago, the relocating party stated that she wanted to move to Beijing, rationalizing that as being in Max's best interests, despite the fact that we had separated four months prior and she was consulting with a therapist regarding alleged difficulties with Max's behavior.

I believe I have the stronger relationship with Max and that our relationship is of a different quality due to the extent of my involvement with the child. He is the focus of my day and I do not employ multiple people to care for him. Max is also extremely close to his extended family.

Based on the above facts I believe that the relative strength, nature, quality, extent of involvement, and stability of the child's relationship with each parent and other significant persons in the child's life favor Max being placed with me.

3.7.2 Prior agreements of the parties.

Does not apply.

3.7.3 Disrupting contact between the child and the objecting party or parent is more detrimental to the child than disrupting contact between the child and the person with whom the child resides a majority of the time.

Does apply. Explain:

The parenting evaluator stated "However, if both parents were to reside within the same school district, a shared residential schedule would be strongly considered."

I believe overall disrupting Max's contact with me is more detrimental than disrupting the contact with his mother because he has a better chance at a stable normal life with an extended family and contemporary relatives (his cousins) in Vancouver than he does in Japan. I am more available, I can support Max, and he will not require extensive childcare.

The relocating party is comfortable leaving Max with third parties for extended periods. Maximus is raised to a large extent by a network of daycares and nannies. His contact with his mother is already disrupted due to her own actions and priorities in putting her work over the needs of the child. It would not be detrimental to Max to see his mother more infrequently as in some ways that is the norm, he already is infrequently parented by the mother. He is used to me being a frequent, hands on parent and I think it would be very detrimental to him to be deprived of that.

3.7.4a The objecting party or parent is subject to limitations under RCW 26.09.191.

Does not apply.

3.7.4b The following parents or persons entitled to residential time with the child are subject to limitations under RCW 26.09.191.

Does apply. Explain:

Despite the fact that the parenting plan evaluator found limitations would not be appropriate for either party, I believe that the relocating party's recent actions and history or mental health issue may make restrictions appropriate.

3.7.5 The reasons and good faith of each person seeking or opposing the relocation.

Does apply. Explain:

The relocating party is incapable of acting in good faith.

Her initial declaration to the court noted no concerns about me even though she was asking for restraints against me. When I filed documents indicating concerns with her, she suddenly started filing declarations calling me abusive to both her and the child. Obviously if any of her concerns were true, those would have been the first concerns she shared with the court.

Immediately prior to the mediation of the parenting plan, she instigated a third party report of child abuse with CPS in an attempt to thwart or subvert the parenting plan recommendations. Shortly prior to filing her notice of intent to relocate, she instigated another child abuse report through a third party. Both reports were investigated and dismissed as unfounded.

I note that the relocating party had made these allegations to Dr. English, who did not have concerns. She also settled the parenting plan after instigating her first complaint, thereby increasing my visitation with Max. The relocating party had no basis for these reports.

All of the relocating party's allegations are false, and I have been investigated by two

governmental agencies and have been cleared every time. Every complaint have been closed as unfounded. I have no idea what the relocating party will try next, which is very unsettling. Max is now using different words and phrases which indicate that the relocating party is coaching Max to fear me and to report any innocent incident to a therapist or the relocating party.

Ironically, Max has suffered injuries while in the relocating party's care. I have not made CPS complaints over minor injuries.

The relocating party has refused to let me care for Max while she travels for business and personal matters. I believe that the relocating party is committed to minimizing the amount of time I have with Max, even if doing so does not affect her time with Max at all.

During the arbitration of international travel, her counsel disclosed email from the relocating party stating that she intended to relocate. However, the relocating party denied this, as did her counsel, stating that her job was stable and she had not resigned. They took the position that counsel's correspondence related to another matter involving the relocation of a child named Max and a father named Kris. It was farcical. She had me personally served with the relocation notice while she was in Japan, only three weeks later.

The relocating party has directly informed Max of the particulars of some of our disputes, contrary to his best interests. She has also adopted a very casual attitude towards my contact with Max, missing and deferring Skype calls to suit her social and work schedule.

I do not behave in a similar fashion. I protect Max from any negative comments about his mother, no matter how I feel. It would hurt Max to hear negative things about his mother. She is a part of him, as I am, and to insult her is to insult Max.

- 3.7.6 The age, developmental stage, and needs of the child, and the likely impact the relocation or its prevention will have on the child's physical, educational, and emotional development, taking into consideration any special needs of the child.

Does apply. Explain:

Max is 4.5 years old. He is still recovering from the separation of his parents. The relocating party and I both have stable employment with good salaries. We are currently 3 hours apart and I would be able to travel to Seattle for any emergency or illness. This proposed move would change all of that.

Max would lose the community where he has grown up, his home in Vancouver and his extended family in Canada. He would be traumatized and disadvantaged. This is likely to be emotionally devastating for him.

The relocating party would be closer to her family if she moves, but Max barely knows them and the relocating party's mother is ill with terminal cancer and has unfortunately been given a poor prognosis. It would be emotionally traumatizing for Max to be moved away from his home, his friends, his father and the extended family he is close to to a new culture and system.

- 3.7.7 The quality of life, resources, and opportunities available to the child and to the relocating party in the current and proposed geographic locations.

Does apply. Explain:

I do not know what resources, quality of life and opportunities the relocating party believes Max will be able to access in Japan that he cannot have in Washington and Vancouver. She is vague about the educational advantages that a preschooler will gain and does not have a concrete care plan for him, nor does she name prospective family caregivers.

The relocating party currently earns in excess of \$160,000 each year. She has an enviable income and lifestyle. There is nothing Max would need that he cannot be provided to him here. And here he has the advantage of having his father and his extended family close by.

The relocating party and Max do live far away from her extended family but that did not concern her until now. She has not resided in Japan for 25 years, and I believe her desire to return is based more in her career wishes and grief over her mother's sad medical condition than a true wish to access her "extended family".

During the six years of our relationship, the relocating party mentioned two relatives in Japan, her aged mother and her brother, whom she said had lung cancer and was being cared for by her mother. I am informed by the relocating party that her mother, who is in her eighties, has stage 4 colon cancer. In March of 2012 the relocating party stated that her mother had perhaps six months to live. While Max may have a relationship with his grandmother, that relationship will be limited at best, due to the gravity of her situation. In addition, the relocating party has never indicated any significant ties to cousins, aunts or other family members in Japan. Despite visiting Japan with the relocating party, the only family member of the relocating party I met was her mother.

The notice of relocation says that there are no good schools in the relocating party's neighborhood. The relocating party does not own her home, she rents a condo. There are excellent public schools in the areas of Kirkland and Bellevue, some of the best in the country. There are excellent public schools within blocks of my home. He has access to young and vigorous family members with time for him.

This move would advance the relocating party's career, but would disadvantage Max significantly. Max has visited Japan four times in his life for a total of 41 days. He does not have ties to the community or the relocating party's extended family beyond these visits and Skype calls with his grandmother.

I do not even know where the relocating party intends to live in Japan beyond "Osaka, Japan". Cisco's headquarters are located in Tokyo. While there are offices in Osaka, where the relocating party's mother and brother live, it is unlikely that the national human resources leader would be located in Osaka. In addition, the trip from Osaka to Tokyo by train is 3.5 hours one way, which is longer than a one way trip between Seattle and Vancouver.

3.7.8 The availability of alternative arrangements to foster and continue the child's relationship with and access to the other parent.

Does apply. Explain:

I am a Canadian citizen and I do not speak Japanese. I am not able to live and work in Japan, and

I want to maintain my home in Vancouver. I can live and work here without any fear of having to leave. I love having a stable home and family connections, and I want that for Max too. I do not see a way for me to move to Japan.

The relocating party does not have to move, she is choosing to move. She has an excellent job here earning an excellent income, she wants for nothing. She is able to a) visit her family in Japan with appropriate safeguards b) search for positions within the Puget Sound area or within her current employer that better suit our child's needs c) move to another school district within the Puget Sound area with a school that she feels would suit Maximus d) build relationships within her current area. She does not need to move. She wants to move, as she always has. No matter where she is, she's not happy, and she believes she might be happier elsewhere.

I would be happy to be Max's residential parent. The relocating party could work when and where she pleased, and I am committed to fostering a relationship between Max and his mother.

I will not be treated with the same courtesy. The false CPS reports and the relocating party's refusal to place the child with me when she travels, even though it does not impact her time at all, indicates to me she is not committed to fostering a relationship between Max and me. Japan is not a signatory to the Hague convention. Once the relocating party is in Japan she will not have to honor the parenting plan issued by the state of Washington and I doubt she plans on doing so. She has been cavalier about her commitments under the parenting plan while in the State of Washington, a state that has contempt power over her. Once she is outside of the court's jurisdiction, I fully expect her to terminate my relationship with the child.

3.7.9 Alternatives to relocation and whether it is feasible and desirable for the other party to relocate.

Does apply. Explain:

I cannot relocate to Japan. Doing so would mean leaving stable employment, obtaining a new position which I would only maintain through a work visa (if I could get one) leaving a stable relationship which is beneficial to Max, and leaving all of my family for a country which is foreign to me, where I do not speak the language, and which I would have to leave if I lost a job.

The relocating party can easily remain at her current position and make visits to her extended family, as she has done in the past. Sadly, if her mother is truly this ill, I do not think this will be an issue for a very long time. I do not believe the relocating party is close to her brother or any other family member.

The relocating party could also transfer residential custody to me and move to Japan to work.

3.7.10 The financial impact and logistics of relocation or its prevention.

Does apply. Explain:

The relocating party has not cited what financial benefit she will obtain from relocation. She makes a good salary and has a safe home in Kirkland.

I am not aware of the relative merits of the schools that she refers to in her notice to relocate, but I do know that they would educate Max in Japanese, which would put him at a major disadvantage when he had to relocate to the US or a western country. He is a US citizen, and, to my knowledge, cannot obtain a Japanese passport or citizenship, nor would I consent to such an application.

Prevention of the relocation would limit Max and the relocating party's time with his grandmother. That is sad, but it is not new, and Max's relationship with his father is more important and will be a longer term relationship.

The relocating party litigated this divorce extensively. She settled the parenting plan, but I incurred over \$25,000 in legal costs dealing with her arguments against an equal division of the marital assets. She now proposes that I share the costs of transporting Max, 4-6 times each year equally with her although she makes almost twice what I do. She has not transferred any of the \$60,432.50 in the decree even though she has it. I believe she is doing this to impede my ability to fight this relocation. Tickets from Vancouver to Osaka currently cost \$1100-1800 roundtrip per person. As Max would need a chaperone, my portion of the cost of each year would be thousands per year. This is a huge expense. The relocating party and I currently drive Max for visitation. The cost is minimal.

I do not know what educational costs the relocating party and Max will incur in Japan. She says she does not hold citizenship. Max is not a citizen and I expect there will be significant costs. I will have minimal, if any ability to determine what educational costs are necessary and reasonable, and my ability to receive information and participate in Max's education will be minimal.

3.8 Reasons for Objecting to the Relocating Party's Proposed Parenting Plan/Residential Schedule

I object to the relocating party's proposed parenting plan/residential schedule because:

The proposed parenting plan would eviscerate my relationship with Max.

I would lose any input into his educational and healthcare.

The relocating party proposes that I spend a maximum of 8 weeks per year with Max – 56 days as opposed to the current 125 days. That is not roughly the same amount of time she is proposing.

Of the 125 days I currently have with Max, at least 50 of those days are weekend or holiday times when I am not required to work and can spend all of my time with Max. Under the new proposed parenting plan I would have 16 weekend days with Max. I am entitled to only two weeks of vacation a year. The majority (3/4) of Max's time with me would be during my work week.

Max needs a father in his life and there is no reason to limit his access to me. The relocating party earns a good income and has a prestige position here. She is not close to her family members in Japan and has seen them sporadically. Her mother is passing. The relocation would limit Max's ability to communicate with and have a relationship with me. It would be traumatic for Max to travel to Vancouver and reside with me for a six week stretch after months away from me. Rather than returning to his second home every second weekend, he would be struggling to cope with the absence of one parent, a different language and reacquainting himself with me and my extended family. I do not believe that the relocating party has any ability or intention to maximize my relationship with our child. She has limited my contact

with him arbitrarily, depending on her mood and the stage of litigation. She is not capable of viewing Max's needs and separating them from her own needs.

The parties retained Dr. Melanie English to conduct a parenting evaluation prior to settling custody, in her report, Dr. English stated:

"The father has expressed concerns about the mother relocating and this is a valid concern. Relocating would bring several additional and confusing changes for Max and would then even more so (possibly) restrict the father's time to a serious degree. Given that Maximus has a stable life in Washington, disrupting this to another state or country would not really be in his best interests at this time, at Maximus' young age, and would need further and formal evaluation."

I agree with Dr. English.

I cannot imagine a better way for the relocating party to minimize my contact and ability to communicate with my son than moving him an 11 hour plane trip away, and educating him in Japanese. I would not be involved with his daily life. I could not be with him if he were ill or in crisis. He could not easily communicate with me. He would not have the relationship with me that he deserves and is capable of having.

In addition, given the relocating party's actions throughout this litigation, I do not trust that she will a) comply with the parenting plan she proposes or b) continue to return to the jurisdiction of the Washington courts. I strongly suspect that once Max resides in Japan she will take the position that the Japanese courts govern custody and parenting and will apply for the orders she wants. Japan does not have a process by which I can litigate Max's return to the US or force the relocating party to comply with an order from this court.

I believe that this is the relocating party's plan, because the parenting plan she proposes is so ludicrous and potentially harmful to Max that she cannot possibly mean to comply with it.

3.9 Modification or Adjustment to the Residential Provisions of the Parenting Plan or Residential Schedule

The objecting party requests a modification of the relocating party's proposed parenting plan/residential schedule, including a change in the residence in which the children reside the majority of the time.

3.10 Protection Order

Does not apply.

3.11 Other

The relocating party's conduct throughout our relationship and the dissolution proceedings concerns me greatly. She has been an irrational and overly litigious and combative. She has asserted irrational positions. I do not want her to be able to control Max's life completely, and that is what this relocation would achieve.

Throughout the dissolution proceedings I consistently stated that the relocating party had a pattern of seeking new work and disrupting her life, and Max's life, on a regular basis, and I feared this would affect Max adversely. This has come to pass. I have no doubt whatsoever that if the relocating party moves to Japan she will a) work as hard as she can to advance her career b) pawn Max off on other caregivers c) do everything she can to reduce my relationship with Max and d) eventually decide this plan no longer suits her and move to another locale where I have less contact with Max.

The relocating party intends to move the child to the jurisdiction of a foreign court where I cannot litigate without vast expense or maybe at all. Her strategy, since she mediated the parenting plan, has been to reduce my contact with Max. She has made dealing with her very unpleasant, I believe in the hope that I would find her so intolerable that I would simply fade away and lose contact with Max. Having failed at that, this relocation is the next means she has chosen to employ in order to try to make that happen.

IV. Relief Requested

The objecting party *requests* that the court:

Restrain the relocation of the children.

Approve the proposed parenting plan/residential schedule which is filed with this Objection/Petition.

Award me attorney's fees and costs.

Dated: JUNE 27, 2012


Kristoffer Morness, Respondent

I declare under penalty of perjury under the laws of the state of Washington that the foregoing is true and correct.

Signed at (city) VANCOUVER, (state) BC CANADA on (date) JUNE 27, 2012.


Kristoffer Morness, Respondent

Superior Court of Washington
County of KING

In re the Marriage of:

CHIE KAWABATA

Petitioner,

and

KRISTOFFER GRANT MORNESS

Respondent.

No. 11-3-00982-7 SEA

Notice of Intended Relocation
of Children

(NTRELOC)

Clerk's Action Required

This document will be filed in a restricted access court file.

I. Notice

1.1 On August 5, 2012, I intend to relocate the following children:

Name: MAXIMUS MORNESS-KAWABATA Age: 4

1.2 Notification to other parties:

This notice is being served 60 days before the date of the intended relocation of the child.

II. Reasons for the Intended Relocation of the Children

I intend to move the child for the following reasons:

I plan to move to Japan to not only improve the quality of Maximus' and my life, but also to provide us the opportunity to spend time with my ailing mother, Maximus' ailing grandmother. Maximus' maternal grandmother was recently diagnosed with Stage 4 colon cancer with grim prognosis. Maximus shares a very close bond with his grandmother, as do I.

EXHIBIT /

Notice of Intended Relocation (NTRELOC) - Page 1 of 3
WPF DRPSCU 07.0500 (6/2006) - RCW 26.09.440.. 460

FREYBUCK, P.S.
1200 Fifth Avenue, Ste. 1900
Seattle, WA 98101
TEL 206 468 8000

1 I currently work for Microsoft; however, I have been offered an amazing opportunity to be
2 the HR leader of Cisco Systems in Japan. This position is a promotion and would definitely
3 thrust my career into a path that would help me realize great success and offer Maximus a
4 great lifestyle. In addition, Cisco has a flexible work arrangement/policy and I will be
5 able to work from home more often than I do now and be more available for Maximus.

6 Furthermore, all of my family resides in Japan. They can help me to provide stability for
7 Maximus and could help in his care, rather than the use of various nannies which is the
8 current circumstances.

9 The education system in Japan is among the best in the world. The curriculums at the
10 prospective schools in Japan are far more expansive and has better opportunities than any
11 of the schools available to Maximus in my current neighborhood. The move to Japan
12 would provide stability and core family values for Maximus and will provide him a great
13 opportunity to explore different cultures and other countries.

14 Maximus has a close bond with both parents. He will continue to see his father broadly
15 the same amount of weeks as is provided in our current parenting plan. Under my proposed
16 parenting plan Maximus will spend nearly all of his summer vacation with his father and
17 part of his Winter Vacation. It is also anticipated that I will be returning to the West Coast
18 of the US for business as Cisco has its headquarters in California, which could allow
19 Maximus additional time with his father. Maximus will spend a total of approximately 8
20 weeks with his father in Vancouver BC. Maximus and his father will be able to continue to
21 communicate via telephone and Skype.

22 My move to Japan will not affect Maximus' contact with extended family. Maximus sees
23 his paternal extended family while residing with his father, thus he will have the same
24 opportunities to spend with this side of the family. I have my entire family in Japan, so
25 Maximus will have continued contact with my extended family.

Overall, this move will provide a better life for Maximus and for me, and it will severely
reduce the amount of time Maximus currently spends driving back and forth to see his
father in Canada and reduce the time being subjected to the highly hostile relationship
between his parents.

21 III. Objection to Relocation or Proposed Residential Schedule

22 3.1 An objection to the intended move of the children, or to the proposed revised
23 residential schedule filed with this notice, must be filed with the court and served within 30
24 days after you receive this notice.

25 *The relocation of the children will be permitted and the proposed revised residential
schedule may be confirmed unless, within 30 days, you file a petition and motion with
the court to block the relocation or object to the proposed revised residential schedule
and serve the petition and motion on the person proposing relocation and all other*

persons entitled by court order to residential time or visitation with the children.

3.2 Your objection must be served on the relocating person at the following address:

JULIANA U. WONG
FREY BUCK, P.S.
1200 Fifth Avenue, Ste. 1900
Seattle, WA 98101
(206) 486-8000

(Serve all other persons entitled to time with the children under court order at their mailing addresses.)

IV. Information Regarding Proposed Relocation if known

4.1 New Residential Address (street address, city, county, state, zip code): Osaka, Japan	4.2 New Mailing Address (if different from the new residential address):
4.3 New Home Telephone Number: To be determined	
4.4 Name and Address of the Child's New School and Day Care Facility To be determined.	

(Some or all of this information may be withheld if the relocating person is a participant in the Washington State Address Confidentiality Program or if there is an existing court order that allows some or all of this information to be kept confidential. A relocating person also may seek an ex parte court order allowing information to be withheld upon a showing that providing the information would create unreasonable risk to a person's or a child's health and safety. RCW 26.09.460.)

4.5 Parenting Plan or Residential Schedule

The relocating person's proposed parenting plan or residential schedule is attached. (Use Washington State mandatory pattern forms.)

I declare under penalty of perjury under the laws of the state of Washington that the foregoing is true and correct.

Signed at Kirkland [City] WA [State] on 6/5/12 [Date].

Chie Kawabata

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FREY BUCK, P.S.
1200 Fifth Avenue, Ste. 1900
Seattle WA 98101
TEL 206.486.8000

Superior Court of Washington
County of KING

In re the Marriage of:

CHIE KAWABATA

Petitioner,

and

KRISTOFFER GRANT MORNESS

Respondent.

No. 11-3-00982-7 SEA

Parenting Plan
Proposed (PPP)

This parenting plan is proposed by Chie Kawabata.

It Is Ordered, Adjudged and Decreed:

I. General Information

This parenting plan applies to the following children:

<u>Name</u>	<u>Age</u>
Maximus Morness-Kawabata	4

II. Basis for Restrictions

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

2.1 Parental Conduct (RCW 26.09.191(1), (2))

Does not apply.

2.2 Other Factors (RCW 26.09.191(3))

Does not apply.

III. Residential Schedule

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

3.1 Schedule for Children Under School Age

Prior to enrollment in school, the child shall reside with the petitioner, except for the following days and times when the child will reside with or be with the other parent:

See Sections 3.3, 3.4 and 3.5.

Additionally, should the mother return to the West Coast of the United State for business, the child may have residential time with the father in the location in which the father resides. The mother shall provide the father notice of her intended visit to the U.S. within 48 hours of knowing her travel plans. The parties shall agree to the dates and times for the father's residential time. The mother is responsible for transporting the child to the father in Canada. If the parties are unable to agree, the father's preference shall prevail in odd years and the mother's preference shall prevail in even years. The number of days the child spends with the father under this section will reduce the days of the summer vacation per Section 3.5.

3.2 School Schedule

Upon enrollment in school, the child shall reside with the petitioner, except for the following days and times when the child will reside with or be with the other parent:

See Sections 3.3, 3.4 and 3.5

3.3 Schedule for Winter Vacation

The child shall reside with the petitioner during winter vacation, except for the following days and times when the child will reside with or be with the other parent:

The Winter Vacation is defined as beginning the day after school lets out and ending two days before school resumes. In even years the father shall have the

first portion of the winter break (including the Christmas holiday) until 12/27 (travel/exchange day) and the mother shall have the second portion (including New Year holiday). In odd years, the mother shall have the first portion of the winter break (including the Christmas holiday) until 12/27 (travel/exchange day) and the father shall have the second portion (including New Year holiday). The child shall not be required to travel so as to arrive late (after 6:00 p.m. Japanese Standard Time the day before school is to resume, and shall return a day earlier if necessary to avoid the late arrival.

3.4 Schedule for Other School Breaks

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

Spring Break is defined as beginning the Saturday after school lets out and ending on Friday before school resumes. The father shall have Spring Break every year. The child shall not be required to travel so as to arrive late (after 6 p.m. Japanese Standard Time) the day before school is to resume, and shall return a day earlier if necessary to avoid the late arrival.

3.5 Summer Schedule

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

The child shall reside with the father for six (6) consecutive weeks during the child's summer vacation. The dates shall be agreed to in advance by the parents no later than May 1st. If the parents are unable to agree on the summer schedule, the father's preference shall take priority in even numbered years and the mother's preference shall take priority in odd numbered years.

The child shall not be required to travel so as to arrive late (after 6 p.m. Japanese Standard Time) and will return to petitioner at least five days before school is to resume.

3.6 Vacation With Parents

Does not apply.

3.7 Schedule for Holidays

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

With Petitioner
(Specify Year

With Respondent
(Specify Year

1		<u>Odd/Even/Every)</u>	<u>Odd/Even/Every)</u>
2	New Year's Day	See Section 3.3	See Section 3.3
3	Christmas Eve	See Section 3.3	See Section 3.3
4	Christmas Day	See Section 3.3	See Section 3.3
5	For purposes of this parenting plan, a holiday shall begin and end as follows (set forth times):		
6	3.8 Schedule for Special Occasions		
7	Does not apply.		
8	3.9 Priorities Under the Residential Schedule		
9	Does not apply.		
10	3.10 Restrictions		
11	Does not apply because there are no limiting factors in paragraphs 2.1 or 2.2.		
12	3.11 Transportation Arrangements		
13	Transportation costs are included in the Child Support Worksheets and/or the Order of		
14	Child Support and should not be included here.		
15	Transportation arrangements for the child, between parents shall be as follows:		
16	The parties shall equally share all of the child's travel expenses. The mother shall		
17	chaperone the child to and from his visits with the father until the child's 13 th		
18	birthday and shall be responsible for her own travel costs.		
19	3.12 Designation of Custodian		
20	The children named in this parenting plan are scheduled to reside the majority of the time		
21	with the mother. This parent is designated the custodian of the child solely for purposes		
22	of all other state and federal statutes which require a designation or determination of		
23	custody. This designation shall not affect either parent's rights and responsibilities		
24	under this parenting plan.		
25	3.13 Other		
	Does not apply.		
	3.14 Summary of RCW 26.09.430 - .480, Regarding Relocation of a Child		

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

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

4 If the move is outside the child's school district, the relocating person must give notice by
5 personal service or by mail requiring a return receipt. This notice must be at least 60
6 days before the intended move. If the relocating person could not have known about the
7 move in time to give 60 days' notice, that person must give notice within 5 days after
8 learning of the move. The notice must contain the information required in RCW
9 26.09.440. See also form DRPSCU 07.0500, (Notice of Intended Relocation of A
10 Child).

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

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

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

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

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

22 If no objection is filed within 30 days after service of the notice of intended relocation,
23 the relocation will be permitted and the proposed revised residential schedule may be
24 confirmed.

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

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.

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.

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 child is residing with that parent. Regardless of the allocation of decision making in this parenting plan, either parent may make emergency decisions affecting the health or safety of the children.

4.2 Major Decisions

Major decisions regarding each child shall be made as follows:

Education decisions	petitioner
Non-emergency health care	petitioner
Religious upbringing	Joint

4.3 Restrictions in Decision Making

Does not apply because there are no limiting factors in paragraphs 2.1 and 2.2 above.

V. Dispute Resolution

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

Disputes between the parties, other than child support disputes, shall be submitted to mediation by an agreed upon mediator.

The cost of this process shall be allocated between the parties as follows:

As determined in the dispute resolution process.

The dispute resolution process shall be commenced by notifying the other party by written request.

In the dispute resolution process:

- (a) Preference shall be given to carrying out this Parenting Plan.
- (b) Unless an emergency exists, the parents shall use the designated process to resolve disputes relating to implementation of the plan, except those related to financial support.
- (c) A written record shall be prepared of any agreement reached in counseling or mediation and of each arbitration award and shall be provided to each party.

- 1 (d) If the court finds that a parent has used or frustrated the dispute resolution process
2 without good reason, the court shall award attorneys' fees and financial sanctions
3 to the other parent.
4 (e) The parties have the right of review from the dispute resolution process to the
5 superior court.

6 VI. Other Provisions

7 There are the following other provisions:

8 A. Telephone Access: When the child is not residing with a given parent, that parent shall be
9 permitted unimpeded and unmonitored telephone access with the child at reasonable times
10 and for reasonable durations.

11 B. Change of Address: Each parent shall provide the other with the address and phone
12 number of his or her residence and shall update such information promptly whenever there
13 is a change.

14 C. Access to Information: Each parent shall have the right to equal access to the child's
15 medical, psychological, psychiatric, counseling, criminal, juvenile, and educational
16 records and to any other information relevant to the child's best interests or welfare -
17 including, but not limited to, any records kept or maintained by the State of Washington,
18 the Department of Health and Social Services, and Child Protective Services.

19 Any third party having or maintaining any such records is hereby authorized to release any
20 and all information upon presentation of this Order by a named parent herein, without the
21 necessity of court order or subpoena duces tecum. Any person including, but not limited
22 to, physician, psychologist, psychiatrist, counselor, officer, or educator, may and shall
23 speak candidly concerning the child named herein to either of the above-named parents
24 upon presentation of this Order, without court order or subpoena.

25 D. Child's Involvement: Neither parent shall ask the child to make decisions or requests
involving the residential schedule. Neither parent shall discuss changes to the residential
schedule which have not been agreed to by both parents in advance. Neither parent shall
advise the child of the status of child support payments or other legal matters regarding the
parents' relationship. Neither parent shall use the child, directly or indirectly, to gather
information about the other parent or take verbal messages to the other parent.

E. Emergencies: Each parent shall notify the other parent within 24 hours of receipt of
extraordinary information regarding the child, such as emergency medical care, major
school discipline, unusual or unexplained absence from the home, or contact with police or
other legal authority.

F. Each parent shall notify the other parent at least 14 days in advance if he or she is unable to
exercise his or her regularly scheduled residential time.

- 1
- 2 G. Parenting Style: Each parent agrees to honor the other's parenting style, privacy, and
- 3 authority. Neither will interfere in the parenting style of the other, nor will either parent
- 4 make plans and arrangements that would impinge upon the other parent's authority or time
- 5 with the child without the express written agreement of the other parent.
- 6 H. Grievances: Each parent agrees to encourage the child to discuss a grievance with a
- 7 parent directly with the parent in question. It is the intent of both parents to encourage a
- 8 direct child-parent bond.
- 9 I. The parents recognize that this Parenting Plan does not and cannot delineate all aspects of
- 10 their child-rearing rights and responsibilities. Therefore, the parents agree to use the
- 11 Parenting Plan as a framework for the interactions concerning Diego. The parents further
- 12 agree to operate in all respects in good faith towards one another in the best interests of the
- 13 child. The parents further recognize that if a parent fails to comply with the provisions of
- 14 the Parenting Plan, the other parent's obligations under the Parenting Plan are not affected.

15 VII. Declaration for Proposed Parenting Plan

16 (Only sign if this is a proposed parenting plan.) I declare under penalty of perjury under

17 the laws of the state of Washington that this plan has been proposed in good faith and that

18 the statements in Part II of this Plan are true and correct.

19 
20
21
22
23
24
25
Petitioner

6/5/12. Kirkland, WA
Date and Place of Signature

SUPERIOR COURT OF WASHINGTON
COUNTY OF KING

In re the Marriage of:

CHIE KAWABATA

and Petitioner,
KRISTOFFER GRANT MORNESS

Respondent.

NO. 11-3-00982-7 SEA

CR2A STIPULATION
AND AGREEMENT
RE: PARENTING

The following settlement stipulation and agreement of the parties pursuant to CR2A.

1. PARENTING PLAN

1.1. See attached Exhibit.

2. MISCELLANEOUS PROVISIONS.

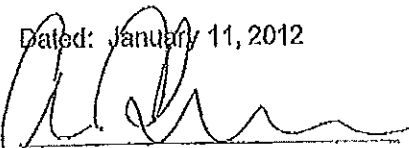
2.1. Enforceable Agreement. Each party agrees and stipulates this is a full and complete agreement between the parties regarding parenting, that it is binding between the parties upon execution and that it is enforceable in court. Each party understands that even though final documents yet need to be prepared, this stipulation and agreement is binding upon execution and enforceable in court.

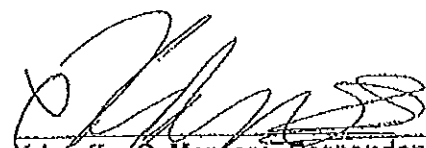
2.2. Effective Date. Unless otherwise set forth in this agreement, the provisions in this CR2A Agreement will take effect as of the date of signing.

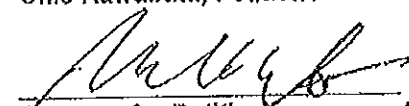
1 2.3. Drafting/Presentation of Orders. It is agreed that the attorney for the
2 petitioner/respondent will draft the final papers and provide to opposing
3 counsel by TBD. The attorney for the petitioner/respondent will
4 present the final papers for entry. If final papers have not been entered by
5 TBD an arbitration/presentation date is scheduled for ____
6 TBD. The attorney who enters the orders will provide conformed
7 copies to Howard R. Bartlett, if he has an ongoing role in this matter.

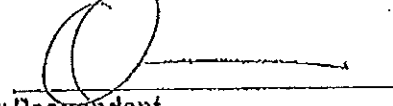
8 2.4. Arbitration. Any disputes in drafting of the final documents or as to other
9 unresolved issues shall be submitted to Howard R. Bartlett for binding
10 arbitration. Unless the parties agree that the arbitrator has authority to resolve
11 disputes as to implementation of this Agreement, all authority of Howard R.
12 Bartlett to arbitrate terminates upon entry of the final documents unless
13 otherwise agreed in writing. Costs for arbitration fees shall be divided in the
14 same proportion as they were divided for the settlement conference which
15 resulted in this CR2A Agreement, at the rate of \$350 per hour, but shall be
16 subject to reallocation by the arbitrator. In addition, the arbitrator shall have
17 the power to award attorney fees for fees incurred in conjunction with the
18 arbitration as deemed appropriate by the arbitrator.

19 Dated: January 11, 2012

20 
21 Chie Kawabata, Petitioner

22 
23 Kristoffer G. Morriss, Respondent

24 
25 Attorney for Petitioner

26 
Attorney for Respondent

Howard R. Bartlett, WSBA #478
Mediator

Kris 1:00
 Chie 2:20
 Kris 3:15
 Kris 4:15
 Chie 5:00

Superior Court of Washington
 County KING

In re the Marriage of:

CHIE KAWABATA

Petitioner,

and

KRISTOFFER GRANT MORNESS
 Respondent.

No. 11-3-00982-7 SEA

Parenting Plan

Final Order (PP)

This parenting plan is the final parenting plan signed by the court pursuant to a decree of dissolution, legal separation, or declaration concerning validity signed by the court on this date or dated _____.

It is Ordered, Adjudged and Decreed:

I. General Information

This parenting plan applies to the following child:

Name	Age
Maximus Morness-Kawabata	3 1/2

II. Basis for Restrictions

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

Parenting Plan (PPP, PPT, PP) Page 1 of 11
 WPF DR 01.0400 Mandatory (6/2008) - RCW 26.09.181; .187; .194



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2.1 Parental Conduct (RCW 26.09.191(1), (2))

Does not apply.

2.2 Other Factors (RCW 26.09.191(3))

Does not apply.

III. Residential Schedule

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

3.1 Schedule for Children Under School Age

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

Alternate Weekends Fri @ 5:00 to Sunday @ 5:00 pm in Canada
During the first weekend of every month, the child shall reside with the respondent/father from Thursday after school until Sunday evening at 4:30pm (unless there is no school or the father can take off work on Monday - then the father shall have the child through Monday evening at 4:30pm). In the event there is no school on Monday, the father shall have until 4:30pm. The first weekend is defined as a weekend with the first day of a month begins no later than Saturday.

If the respondent/father so chooses, he shall also be entitled to visitation with the child for an additional weekend every month with the child in Washington State from Thursday after school until Sunday evening at 4:30pm (unless there is no school on Monday). The respondent/father shall provide the petitioner/mother with his hotel/location information.

3.2 School Schedule

Upon enrollment in school, the child shall reside with the petitioner/mother, except for the following days and times when the child will reside with or be with the other parent:

Alternate Weekends Fri @ 5:00 to Sunday @ 5:00
The child shall reside with the petitioner/mother, except for the following days and times when the child will reside with or be with the other parent:

5:00
During the first weekend of each month, the child shall reside with the respondent/father from Friday after school until Sunday evening at 4:30pm. In the event, if there is no school on Thursday, the father shall have from Thursday @ 5:00pm

the child



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1
2
3 If the respondent/father so chooses, he shall also be entitled to visitation with the child
for an additional weekend every month with the child in Washington State from Thursday
after school until Sunday evening at 4:30pm (unless there is no school on Monday). The
respondent/father shall provide the petitioner/mother with his hotel/location information.

4 3.3 Schedule for Winter Vacation - *Starts 2012 - Follows the Lakota School Dist Calendar:*

5 2 blocks: Father - day school let out @ 5:00 pm to 12/26 @ 5:00 pm
6 The child shall reside with the petitioner/mother during winter vacation, except for the following
7 following days and times when the child will reside with or be with the other parent:
8 *mother 12/26 @ 5:00 pm to return to school 1/2/2013*
9 The child shall spend one week with the respondent/father during winter vacation, taken
10 into account that New Year's Eve and New Year's Day are the most important Japanese
11 holiday and therefore the petitioner/mother would take priority.
12 *Starts 2013*

13 3.4 Schedule for Other School Breaks - *Starts 2010 - Lakota School Dist Calendar*

14 The child shall reside with the petitioner/mother during other school breaks, except for
15 the following days and times when the child will reside with or be with the other parent:

16 The child shall spend mid-winter vacation in odd numbered years and every spring
17 vacation in even numbered years with the respondent/father.

18 3.5 Summer Schedule

19 Upon completion of the school year, the child shall reside with the petitioner/mother,
20 except for the following days and times when the child will reside with or be with the
21 other parent:

22 *which may be in 3 1 week blocks or a 2 week block*
23 For the Summer, 2012, the respondent/father shall have visitation with the child for 3 full
24 weeks, with no more than 7 consecutive days in a row during each visit. The visits
25 would be inclusive of monthly visits, regularly scheduled visits, Father to have
26 *his additional regularly scheduled visits except during mother's vacation time.*

27 Beginning 2013, the respondent/father shall have visitation with the child for two
28 uninterrupted weeks at the beginning of the summer. This shall begin the day after the
29 last day of school. The respondent/father shall also be entitled to two weeks during the
30 last few weeks of summer leading up to before school starts. The respondent/father
31 shall notify the petitioner/mother no later than April 1st each year of the specific dates
32 and travel plans for his summer contact. The child shall be returned to the
33 petitioner/mother at least 5 days prior to the start of school. These visits would be
34 inclusive of monthly visits, regularly scheduled visits, except during mother's
35 *vacation time.*

36 Beginning during the summer of 2015, the respondent/father shall have up to three
37 uninterrupted weeks with the child at the beginning of summer, starting the day after the
38 last day of school. The father shall also be entitled to up to two weeks with the child
39 during the last few weeks of summer leading up to before school starts. The
40 respondent/father shall notify the mother no later than April 1st each year of the specific
41 dates and travel plans for his summer contact. The child shall be returned to the



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1 } *OK* petitioner/mother at least 5 days prior to the start of school. These visits would be
 2 inclusive of monthly visits, *regularly scheduled visits except for Mother's*
 3 *vacation time.*
 3.6 **Vacation With Parents** *Each parent may*
 4 The schedule for vacation with parents is as follows:
 5 *Beginning January 1st* With a minimum of 60 days written notice to the other parent, each parent is entitled to
 6 two weeks with the child for vacation purposes. The petitioner/mother shall be entitled to
 7 an additional one week of vacation with the child for the purpose of visiting her family in
 8 Japan to allow for bonding time with the extended family. In the event of a conflict, the
 9 petitioner/mother's requests shall take priority in odd numbered years and the
 10 respondent/father's requests shall take priority in even numbered years. The parties
 11 shall notify each other of their chosen dates by April 1st of each year. Any international
 12 travel shall require advanced written approval by the other parent and detailed travel and
 13 contact information needs to be provided to the other parent two weeks prior to the trip
 14 commencing. *Vacations to be taken during the summer.*
 15 3.7 **Schedule for Holidays** *For 2010, Father's vacation shall be*
 16 *during his 3 extended weeks + mother may*
 17 The residential schedule for the child for the holidays listed below is as follows: *exercise*
 18

	With Petitioner (Specify Year Odd/Even/Every)	With Respondent (Specify Year Odd/Even/Every)
New Year's Day	Every See 3.3	See 3.3
Marlin Luther King Day	Every	Every
President's Day	Every (See 3.4)	Every (See 3.4)
Memorial Day	Odd	Even
July 4th	See 3.5	See 3.5
Labor Day	See 3.5	See 3.5
Veterans' Day	Every with parent regularly scheduled for Day	Odd
Thanksgiving Day*	Even	Even
Christmas Eve	Odd	Even
Christmas Day	Even	Odd
Canadian Thanksgiving**	See 3.3	Every [child to miss school on Monday]

* Thanksgiving shall begin Wednesday after school until Sunday evening at 4:30pm.
 ** Canadian Thanksgiving shall begin Friday after school until Tuesday morning drop-off
 at school for Monday evening at 4:30pm. Upon enrollment in school, Canadian
 Thanksgiving shall end Sunday evening at 4:30pm. *See 5.00 once school starts*

23 3.8 **Schedule for Special Occasions**
 24 The residential schedule for the child for the following special occasions (for example,
 birthdays) is as follows:

With Petitioner
(Specify Year
Odd/Even/Every)

With Respondent
(Specify Year
Odd/Even/Every)

Every [Full Weekend]

Every [Full Weekend]

Mother's Day

Father's Day

Mother's Birthday

Father's Birthday

Child's Birthday

Every-

Every

Even-

Odd-

3.9 *with parent regularly scheduled for the day*
Priorities Under the Residential Schedule

Paragraphs 3.3 - 3.8, have priority over paragraphs 3.1 and 3.2, in the following order:

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

- 6 winter vacation (3.3)
- 6 school breaks (3.4)
- 4 summer schedule (3.5)
- 1 holidays (3.7)
- 2 special occasions (3.8)
- 4.8 vacation with parents (3.6)
- 7 school schedule (3.1, 3.2)

3.10 Restrictions

Does not apply because there are no limiting factors in paragraphs 2.1 or 2.2.

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 child between parents shall be as follows:

The parents shall exchange the child in Starbucks in Burlington (9660 Old Hwy 99 North, Road G, Burlington, WA 98223), unless otherwise agreed upon *and Burlington to the other parent's house.*

Should there be hazardous road conditions for traveling and/or the child is ill, including but not limited to a fever, the visit will be rescheduled for the next earliest possible date, mutually agreed by the petitioner/mother and the respondent/father.

3.12 *should there be hazardous road conditions for traveling for the*
Designation of Custodian at 1d. *is still the parents shall confer by email about the possibility of rescheduling the visit. If the other parent*

The child named in this parenting plan is scheduled to reside the majority of the time with the petitioner. This parent is designated the custodian of the child solely for purposes of all other state and federal statutes which require a designation or

Parenting Plan (PPP, PPT, PP) Page 6 of 11
WPP DR.01.0400 Mandatory (6/2008) - RCW 26.09.181; .187; .194



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1 determination of custody. This designation shall not affect either parent's rights and
2 responsibilities under this parenting plan.

3 **3.13 Other**

4 It is expected that the parenting plan residential provisions will be flexible and adaptable
5 in accordance with the child's changing needs. As the child increases in age and
6 maturity the child's needs and desires will become increasingly important and will be
7 considered by both parents in scheduling residential time.

8 The parents understand that this residential schedule represents a minimum amount of
9 time that the child will reside with the parents and that the child may reside with them at
10 any other agreed to times.

11 Both parents may participate in school and extra-curricular activities for the child
12 regardless of the residential schedule.

13 Each parent shall have equal and independent authority to confer with school, child care
14 and other program personnel regarding the child's progress and each parent shall have
15 full and equal access to the education and health care records of the child absent a court
16 order to the contrary. Neither parent may veto the access requested by the other parent.
17 Education records are limited to academic, attendance, and disciplinary records of public
18 and private schools in all grades, kindergarten through twelve, and any form of
19 alternative school for all periods for which child support is paid or the child is the
20 dependent in fact of the parent requesting access to the records. Education records of
21 post-secondary educational institutions are limited to enrollment and academic records
22 necessary to determine, establish, or continue support. *Each parent shall be listed
23 as emergency contact on all forms, registrations + enrollments.*

24 Each parent desires to remain responsible and active in their child's growth and
development consistent with the best interests of the child. Both parents shall make a
sincere effort to maintain open, ongoing communications concerning the development,
needs and interest of the child and shall discuss together any major decisions which
have to be made about or for the child.

Both parents should be informed of the child's school activities and conferences by email
or certified mail. Both parents should provide each child's treatment and school
information status, weekly appointments and contact information for any providers to the
other party by email or certified mail. Neither parent should have any of the child deliver
messages to the other.

Each parent shall provide the other with the address and telephone number of his/her
residence and workplace and update such information promptly whenever it changes.

Each parent should have unrestricted telephone, Skype and email access to the child,
and the child should have unrestricted telephone and email contact with the parents.
The parents should agree to a specific time each night for the father and child to talk by
phone and the mother should make the child available for such calls.

Neither parent, nor any other adult in their presence, shall make any disparaging remarks.

Parenting Plan (PPP, PPT, PP) Page 6 of 11
WPF DR 01.0400 Mandatory (6/2008) - RCW 26.09.181; .187; .194



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1 about the other in the presence of the child.

2
3 Each parent shall inform the other when that parent plans to be away from his or her
4 residence with the child overnight. If either parent travels overnight without plans to take
5 the child, the parents should have email, written or telephone contact to alert the parent of
6 the accommodations for the child.

7 Each parent shall exert every reasonable effort to maintain free access and unhampered
8 contact and communication between the child and the other parent, and promote the
9 emotions of affection, love and respect between the child and the other parent. Each
10 parent agrees to refrain from words or conduct, and further agrees to discourage other
11 persons from uttering words or engaging in conduct, which would have a tendency to
12 estrange the child from the other parent, to damage the opinion of the child as to the other
13 parent, or to impair the natural development of the child's love and respect for the other
14 parent.

15 Each parent shall honor the other parent's parenting style, privacy and authority. Neither
16 parent shall interfere in the parenting style of the other nor shall either parent make plans
17 or arrangements that would impinge upon the other parent's authority or time with the
18 child, without the express agreement of the other parent. Each parent shall encourage the
19 child to discuss his or her grievance against a parent directly with the parent in question. It
20 is the intent of both parents to encourage a direct parent-child bond and communication.

21 Neither parent shall encourage the child to change their primary residence and neither
22 parent shall advise the children of any child support or other legal matters.

23 Neither parent shall use the child, directly or indirectly, to gather information about the
24 other parent or take verbal messages to the other parent.

Neither parent shall schedule activities that interfere with the other parent's residential
time with the child or impose a financial burden on the other parent without that parent's
consent.

The parents shall speak to each other via email only regarding issues relating to the
children's health, welfare, education and the parenting plan issues.

If a parent wishes to make a major decision regarding the child, the parent may notify
the other parent in writing of his/her intended action. The other parent may object to the
intended action in writing within 21 days. If the other parent does not object in writing
within 21 days, the notifying parent can take the action stated in the written notice. If the
other parent objects to the action in writing within 21 days, the parents will follow the
dispute resolution provisions below.

The parents may revise the parenting plan by mutual consent in writing at any time.

For the father & mother to consent to obtaining
It is recommended that the father (and the mother, if feasible) obtain a Nexus card for
Maximus to allow for faster and more efficient border crossings. Should the mother



need-to-go-into-Canada-for-any-reason-involving-Maximus-(such-as-an-emergency)-a
Nexus-card-would-be-beneficial-

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 child's school district, the relocating person must give notice by personal service or by mail requiring a return receipt. This notice must be at least 60 days before the intended move. If the relocating person could not have known about the move in time to give 60 days' notice, that person must give notice within 5 days 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).

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

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

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

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

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

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

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

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.

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.



1 If the objecting person schedules a hearing for a date within 15 days of timely service of
2 the objection, the relocating person shall not move the child before the hearing unless
3 there is a clear, immediate and unreasonable risk to the health or safety of a person or a
4 child.
5 *The parents shall use the attached form which will be sent by email to the other parent on the day of the exchange to the receiving parent*

6 **IV. Decision Making**
7 **4.1 Day-to-Day Decisions**
8 Each parent shall make decisions regarding the day-to-day care and control of each
9 child while the child is residing with that parent. Regardless of the allocation of decision
10 making in this parenting plan, either parent may make emergency decisions affecting the
11 health or safety of the child.

12 **4.2 Major Decisions**
13 Major decisions regarding each child shall be made as follows:

- 14 Education decisions: joint
- 15 Non-emergency health care: joint
- 16 Religious upbringing: joint
- 17 *work related day care - joint - see attached*
- 18 **4.3 Restrictions in Decision Making**
Child to be in English speaking day care
Extra curricular Activities - joint
Does not apply because there are no limiting factors in paragraphs 2.1 and 2.2 above.

19 **V. Dispute Resolution** *parent or financial contribution*

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

21 Disputes between the parties, other than child support disputes, shall be submitted to (list person or agency):

22 Mediation by an agreed upon mediator. If this box is checked and issues of domestic violence or child abuse are present, then the court finds that the victim requested mediation, that mediation is appropriate and that the victim is permitted to have a supporting person present during the mediation proceedings, or

23 The cost of this process shall be allocated between the parties as follows:
24 50% petitioner 50% respondent.

1 The dispute resolution process shall be commenced by notifying the other party by

2 In the dispute resolution process:

- 3 (a) Preference shall be given to carrying out this Parenting Plan.
- 4 (b) Unless an emergency exists, the parents shall use the designated process to
- 5 resolve disputes relating to implementation of the plan, except those related to
- 6 financial support.
- 6 (c) A written record shall be prepared of any agreement reached in counseling or
- 7 mediation and of each arbitration award and shall be provided to each party.
- 8 (d) If the court finds that a parent has used or frustrated the dispute resolution
- 9 process without good reason, the court shall award attorneys' fees and financial
- 10 sanctions to the other parent.
- 10 (e) The parties have the right of review from the dispute resolution process to the
- 11 superior court.

12 VI. Other Provisions

13 There are no other provisions.

14 VII. Declaration for Proposed Parenting Plan

15 Does not apply.

16 VIII. Order by the Court

17 It is ordered, adjudged and decreed that the parenting plan set forth above is adopted and

18 approved as an order of this court.

19 **WARNING:** Violation of residential provisions of this order with actual knowledge of its terms is

20 punishable by contempt of court and may be a criminal offense under RCW 9A.40.060(2) or

21 9A.40.070(2). Violation of this order may subject a violator to arrest.

22 When mutual decision making is designated but cannot be achieved, the parties shall make a

23 good faith effort to resolve the issue through the dispute resolution process.

24 If a parent fails to comply with a provision of this plan, the other parent's obligations under the

plan are not affected.

Dated: _____

Judge/Commissioner



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Presented by:

Approved for entry:

Richard K. Hart,
Attorney for Petitioner/WSBA No. 15302

Virginia M. Onu,
Attorney for Respondent/WSBA No. 36717

Chie Kawabata,
Petitioner
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Kristoffer Morness,
Respondent



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Date:
To:
From:

I wish to inform you of the following events/circumstances regarding (J.R.):

MEDICAL/HEALTH ISSUES		
Date	Nature of Issue (Illness, etc.)	Attendance at Doctor/Treatment /Medication
SCHOOL ISSUES		
Date	Nature of Issue	Action taken
HOMEWORK ISSUES [List any special assignments and due dates or matters requiring attention]		
ACTIVITIES		
Upcoming events during my next custody period that you may wish to attend are: (list with date(s))		
PLEASE ENSURE THAT (J.R.) BRINGS THE FOLLOWING ITEMS FOR NEXT TIME WITH ME		
OTHER MATTERS OF WHICH YOU SHOULD BE AWARE CONCERNING (J.R.)		
UPCOMING TRAVEL PLAN:		

Work Related Day Care - Joint Decision

The child will continue at his Japanese Day Care through June 2012. Effective July 1, 2012, the child will attend an English speaking Day Care. The selection of the English speaking Day Care shall be selected jointly.

If the parties have not reached agreement by July 1, 2012, the dispute shall be submitted to binding arbitration with H. Bennett pursuant to RCW 7.04A.

As part of the arbitration, the arbitrator shall have the right to consider the cost of day care and consider the allocation of day care costs in the decision.