

## **Hansen Law Group, P.S.**

---

12000 NE 8th St. Suite 202  
Bellevue, WA 98005-3193  
Voice: 425.709.6762  
Fax: 425.451.4931

Craig Jonathan Hansen  
*Attorney at Law*  
Email: [jhansen@hansenlaw.com](mailto:jhansen@hansenlaw.com)  
Website: [www.hansenlaw.com](http://www.hansenlaw.com)

### **Draft Family Law Pleadings**

This is a draft family law pleadings, including final orders, for a divorce in Washington state. Most of the pleadings are the same for King County or Snohomish County.

The backstory: this is a couple, Alexander and Catherine Murry, that has been married since 1998. They separated fairly recently, on August 1, 2016. The separation was amicable. Alexander had been gone out of state, and in fact out of this universe, for a long time, and they had broken apart. But they still got along well, and the breakup was amicable. Catherine stayed in the family home, and Alexander moved into a condominium in Bothell.

They have two children: Charles, age 8, and Megan, age 12. There is a close family friend called Mrs. Whatzit, who has cared for the children at times when the Murray's had to travel.

Alexander is a mid-level software engineer for a company called MicroZon Tesseract Corp, headquartered in Kirkland. He makes \$9000 per month gross, before taxes. He has good health insurance through his company. He contributes to a 401(k), which the company matches. He has some stock awards each year. Each stock award vests over a four-year period.

Catherine works as a medical assistant at a company in Bothell called Micro Genetics. She makes \$3500 per month gross, and also contributes to a 401(k). She has no stock options or awards. (This is a familiar pattern in my practice. The majority of families have both parties working, but the husband almost always makes 5200% more than the wife.)

They have been married for about 18 years. They own their house, which has about \$200,000 in equity. It has one mortgage, with an \$1800 per month mortgage payment. They each have a car, with about a \$300 payment on each car loan. They carry relatively little credit card debt, with an average balance on the Visa card of about \$3000. Alexander has a 401(k) that is worth \$250,000, and Catherine has a 401(k) that is worth about \$75,000. Alexander also has an Intel 401(k) with \$25,000 in it. They have a checking and savings account at Bank of America with an average balance of \$10,000, but that gets used up each month on the bills.

The children are both doing very well in school. Charles has special abilities, and has occasionally disappeared for several days at a time with Mrs. Whatzit. He is in a gifted program. Megan is also very bright, but not as smart as Charles. Parents have discussed homeschooling, and private school, but there is no money for private school, and both parents are extremely busy and cannot homeschool the children.

They have decided that the children need both of them in their lives. Part of this is because Alexander has also gone away for months at a time, and Catherine is very aware

that the children need him in their lives as much as they need her. They have decided to split the kids 50-50 in the parenting plan.

They have decided to split the assets 50-50 as well. Catherine will keep the house, and all the equity in the house. To make up for that, she will take less of Alexander's 401(k). She will make good faith efforts to refinance the house in her own name, to get Alexander off the mortgage within three years. But because she does not make as much as he did, she may not be able to. Both sides are aware of this and accept that Alexander will have to stay on the mortgage in that case.

Alexander has several stock awards. Some of those have vested completely, and some have not. When he gets a stock award, it vests over a four-year period. While there is a community interest in the unvested shares, both would just as soon not bother with having to worry about when they vest. Catherine is agreeing that Alexander keeps all future options, and that is part of the offset for the additional equity in the house that she's taking.

There is a need for maintenance. Catherine cannot make the house payment and the utility payments on just her income. They have decided that Alexander will pay her \$1500 per month in maintenance for 36 months. They have talked to the bank, and the bank says this is enough maintenance, for a long enough period, that she can probably qualify to refinance the house.

Because the \$1500 per month maintenance essentially shifts income from Alexander to Catherine, they both will make close to the same amount of net income each month. Normally child support would work out to \$1089 per month, which Alexander would pay to Catherine. Because of the 50-50 parenting plan however they have agreed to deviate downwards to half of that, or \$500 per month in child support, while maintenance less. At the end of maintenance, the degree child support will go up to \$1089 per month. Alexander is very aware that he will have a better career than Katherine well, and three years from now he is likely to make substantially more than he is now.

In developing a parenting plan, they wanted to go for something as simple as possible. There are two options: they can go week on week off, the transfer being Sunday night, or one parent can take every Monday and Tuesday, the other parent takes every Wednesday and Thursday, and then they rotate Friday night after school until Monday morning return to school every other weekend. The draft parenting plan reflects both options.

The pleadings attached to this are a complete set of pleadings and orders required to make this work.

## Hansen Law Group, P.S.

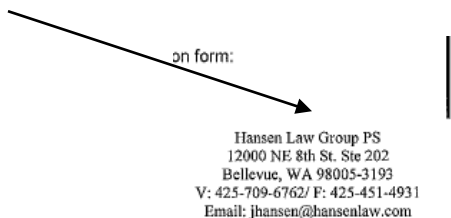
12000 NE 8th St. Suite 202  
Bellevue, WA 98005-3193  
Voice: 425.709.6762  
Fax: 425.451.4931

Craig Jonathan Hansen  
*Attorney at Law*  
Email: [jhansen@hansenlaw.com](mailto:jhansen@hansenlaw.com)  
Website: [www.hansenlaw.com](http://www.hansenlaw.com)

### How To – Filing and Entering a Divorce

This is what you have:

1. Case Confidential Information Form (CIF) (Petitioner signs)
2. Summons (I sign; nobody else needs to sign)
3. Petition (Pet. Signs; Respondent signs the Joinder at the bottom)
4. Acceptance of Service (Resp. signs)
5. Joinder (Resp. signs)
6. Parenting Plan (Both sign) (If used)
7. Child Support Order with Worksheets (Both sign, both Order and Worksheets) (If used)
8. Findings of Fact (Both sign)
9. Decree (Both sign) (If you want to, initial all pages of the Decree, in the lower right hand corner, above my name. Then you will both have some assurance nobody has changed anything. The other documents do NOT have to be initialed; the Decree is the order that actually divides property, etc.)



10. Declaration in Lieu Of Oral Testimony
11. QDRO (If used) (Both sign)
12. Quit Claim Deed with Excise Tax Forms (Both sign; deed must be notarized; tax affidavits just have to be signed.)

Sign all the forms. Sign everywhere that your names appear, on all of the documents. Then stick them in the mail; I have also enclosed a self-addressed, stamped envelope, addressed to my office.

When I file the divorce, I will email both sides copies of all the pleadings that I filed, so that both of you, again, have some assurance that everything is okay.

Yours,

Craig Jonathan Hansen  
Attorney at Law

**CIF**

**EXAMPLE**

## Confidential Information (CIF)

Clerk: Do not file in a public access file

Superior Court of Washington, County: KING

Case No.: \_\_\_\_\_

**Important!** Only court staff and some state agencies may see this form. The other party and his/her lawyer may not see this form unless a court order allows it. State agencies may disclose the information in this form according to their own rules.

1. **Who is completing this form? (Name):** Alexander W. Murry
2. Is there a current restraining or protection order involving the parties or children?  Yes  No  
If Yes, who does the order protect? (Name/s): \_\_\_\_\_
3. Does your address information need to be confidential to protect your or your children's health, safety, or liberty? (Check one):  Yes  No

### 4. Your Information

Full name (first, middle, last): Alexander W. Murry		Date of birth (MM/DD/YYYY): 03/03/1972	Sex: <input checked="" type="checkbox"/> M <input type="checkbox"/> F
Driver's license/Identicard (#, state): MURRYAW453DL	Race: Caucasian	Relationship to children in this case: Father	
Mailing address (This address will <b>not</b> be kept private.) (street address or PO box, city, state zip): 15309 NE 85th St Redmond WA 98052			

If your case is **only** about a protection order, the information below is **not** required. Skip to 5.

Home address (check one): <input checked="" type="checkbox"/> same as mailing address <input type="checkbox"/> listed below (street, city, state, zip): 15309 NE 85th St Redmond WA 98052		
Phone: 425-645-9087	Email: a.w.murry@gmail.com	Social Sec. #: 535-87-9012
Employer's name: MicroZon Tesseract Corp		Employer's phone: 206-765-4321
Employer's address: 86 S. Coral St., Seattle WA 98108		

5. **Other Party's Information** – This person is a (check one):  Petitioner  Respondent

Full name (first, middle, last): Katherine T. Murry		Date of birth (MM/DD/YYYY): 01/12/1975	Sex: <input type="checkbox"/> M <input checked="" type="checkbox"/> F
Driver's license/Identicard (#, state): MURRYKT765RG	Race: Caucasian	Relationship to children in this case: Mother	
Mailing address (This address will <b>not</b> be kept private.) (street address or PO box, city, state zip): 9800 130th Ave NE, Kirkland WA 98033			

If your case is **only** about a protection order, the information below is **not** required. Skip to 6.

Home address (check one): <input checked="" type="checkbox"/> same as mailing address <input type="checkbox"/> listed below (street, city, state, zip): 9800 130th Ave NE, Kirkland WA 98033		
Phone: 425-466-7643	Email: k.t.murry@gmail.com	Social Sec. #: 009-48-5652
Employer's name: Applied MicroGenetics		Employer's phone: 765-565-9888
Employer's address: 8769 87th Pl, NE, Bothell WA 98052		

➤ **Skip sections 6 – 9 if your case does not involve children. Sign at the end.**

**6. Children's Information** (You do not have to fill out the children's Social Security numbers if your case is only about a protection order.)

Child's full name (first, middle, last)	Date of birth (MM/DD/YYYY)	Race	Sex	Soc. Sec. #	Current location: lives with
1. Megan Murry	09/25/2001	Caucasian	<input type="checkbox"/> M <input checked="" type="checkbox"/> F	538-51-6765	<input type="checkbox"/> Petitioner <input checked="" type="checkbox"/> Respondent <input type="checkbox"/> other: _____
2. Charles Murry	10/06/2007	Caucasian	<input checked="" type="checkbox"/> M <input type="checkbox"/> F	541-21-7654	<input type="checkbox"/> Petitioner <input checked="" type="checkbox"/> Respondent <input type="checkbox"/> other: _____

**7. Have the children lived with anyone other than Petitioner or Respondent during the last five years?** (Check one):  No  Yes If Yes, fill out below:

Children lived with (name)	That person's current address
1.	
2.	

**8. Do other people (not parents) have custody or visitation rights to the children?** (Check one):  No  Yes If Yes, fill out below:

Person with rights (name)	That person's current address
1.	
2.	

**9. If you are asking for custody and are not the parent, list all other adults living in your home:**

1. (Name):	Date of birth (MM/DD/YYYY):
2. (Name):	Date of birth (MM/DD/YYYY):

I declare under penalty of perjury under Washington State law that the information on this form about me is true. The information about the other party is the best information I have or is unavailable because (explain): \_\_\_\_\_

Check here if you need more space to list other Petitioners, Respondents, or children. Put that information on the *Attachment to Confidential Information*, form FL All Family 002, and attach it to this form.

Signed at (city and state): \_\_\_\_\_ Date: \_\_\_\_\_

▶  
\_\_\_\_\_  
Alexander W. Murry

# Summons

EXAMPLE

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

**Superior Court of Washington, County of King**

In re the marriage of:

Petitioner:

ALEXANDER W. MURRY

And Respondent:

KATHERINE T. MURRY

No. 16-3-12345-6 SEA

Summons:  
Notice about a Marriage  
or Domestic Partnership  
(SM)

**Summons:**

**Notice about a Marriage or Domestic Partnership**

**To the Respondent:** Your spouse/domestic partner (the Petitioner) started a case asking the court (*check one*):

To end your marriage.

You must respond in writing for the court to consider your side.

**Deadline!** Your *Response* must be served on the Petitioner within **20 days** of the date you were served this *Summons* (60 days if you were served outside of Washington State). If the case has been filed, you must also file your *Response* by the same deadline. If you do not file and serve your *Response* or a *Notice of Appearance* by the deadline:

- No one has to notify you about other hearings in this case, and
- The court may approve the Petitioner's requests without hearing your side (called a *default judgment*).

Follow these steps:

1. **Read** the *Petition* and any other documents you receive with this *Summons*. These documents explain what the Petitioner is asking for.



- 1  
2  
3
2. **Fill out** the *Response* on one of these forms:
- *Response to Petition about a Marriage* (FL Divorce 211) if you are married, or
  - *Response to Petition about a Registered Domestic Partnership* (FL Divorce 212) if you are a domestic partner.

4 You can get the *Response* and other forms at:

- The Washington State Courts' website: [www.courts.wa.gov/forms](http://www.courts.wa.gov/forms)
- The Administrative Office of the Courts – call: (360) 705-5328
- Washington LawHelp: [www.washingtonlawhelp.org](http://www.washingtonlawhelp.org), or
- The Superior Court Clerk's office or county law library (for a fee).

- 5  
6  
7  
8
3. **Serve** (give) a copy of your *Response* to the Petitioner at the address below. You may use certified mail with return receipt requested. For more information on how to serve, read Superior Court Civil Rule 5.

- 9  
10
4. **File** your original *Response* with the court clerk at this address:

Superior Court Clerk, King County

516 Third Ave. Seattle WA 98104

11  
12

If there is no "Case No." listed on page 1, this case may not have been filed and you will not be able to file a *Response*. Contact the Superior Court Clerk or check [www.courts.wa.gov](http://www.courts.wa.gov) to find out.

13  
14  
15

If the case was **not** filed, you must still serve your *Response*, and you may demand that the Petitioner file this case with the court. Your demand must be in writing and must be served on the Petitioner or his/her lawyer (whoever signed this *Summons*). If the Petitioner does not file papers for this case within 14 days of being served with your demand, this service on you of the *Summons* and *Petition* will not be valid. If the Petitioner does file, then you must file your original *Response* with the court clerk at the address above.

- 16  
17
5. **Lawyer not required:** It's a good idea to talk to a lawyer, but you may file and serve your *Response* without one.

18  
19

**Petitioner or his/her lawyer fills out below:**

20  
21

▶ \_\_\_\_\_  
*Signature of Petitioner or lawyer*

Craig Jonathan Hansen  
WSB 24060  
Attorney for Petitioner

\_\_\_\_\_  
*Date*

22  
23  
24  
25

*Print name of Petitioner or lawyer and WSBA No.*

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

Petitioner agrees to accept legal papers for this case at (*check one*):

Petitioner's lawyer's address:  
Craig Jonathan Hansen  
WSB 24060  
Attorney for Petitioner

Email: [jhansen@hansenlaw.com](mailto:jhansen@hansenlaw.com)

*This Summons is issued according to Rule 4.1 of the Superior Court Civil Rules of the State of Washington.*

EXAMPLE

**Petition for Dissolution/Legal  
Separation**

EXAMPLE

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

**Superior Court of Washington, County of King**

In re the marriage of:

Petitioner:

ALEXANDER W. MURRY

And Respondent:

KATHERINE T. MURRY

No. 16-3-12345-6 SEA

Petition for Divorce  
(SM)

---

**Petition for Divorce (Dissolution)**

1. Information about the parties

Petitioner lives in King County, Washington.

Respondent lives in King County, Washington.

2. Information about the marriage (*check all that apply*):

We were married on 03/18/1998 in Seattle WA.

3. Request for divorce

This marriage is irretrievably broken. I ask the court to dissolve our marriage and find that our marital community ended on (*check one*):

08/01/2016, which is when:

we agreed the marital community ended.

4. Jurisdiction over the spouses

The court has jurisdiction over the marriage because at least one of the spouses lives in Washington State, or is stationed in this state as a member of the armed forces.

- The court **has** personal jurisdiction over the Respondent because *(check all that apply)*:
- The Respondent lives in Washington State.

5. Is one of the spouses pregnant?

*(Check one):*

No  Yes

If Yes, who is pregnant?

Petitioner

Respondent

*Note:* The law considers the other spouse to be the parent of any child born during the marriage or within 300 days after it ends. If the other spouse is not the parent, either spouse may file a *Petition to Disprove Parentage of Presumed Parent* (form FL Parentage 355) in court. In most cases, the deadline to file the *Petition to Disprove* is before the child turns four. (See RCW 26.26.116, 26.26.500 – 26.26.625.)

If everyone agrees, both spouses and the child's biological father can sign an *Acknowledgment (and Denial) of Paternity*. Those forms must be notarized and filed with the Washington State Registrar of Vital Statistics to be valid.

6. Children

There are dependent children in this case. *(Complete a – d below.)*

**a.** List the dependent children of **either or both** spouses below:

Child's name <i>(first, last)</i>	Age	Parents <i>(check one box per child)</i>		
		Both Spouses	Only Petitioner	Only Respondent
1. Megan Murry	14	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Charles Murry	8	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**b. Children's home/s**

During the past 5 years have any of the children lived:

- on an Indian reservation,
- outside Washington state,
- in a foreign country, or
- with anyone who is not a party to this case?

No. *(Skip to c.)*

**c. Other people with a legal right to spend time with a child**

Do you know of anyone besides you and your spouse who has (or claims to have) a legal right to spend time with a child you and your spouse have together?

*(Check one):*  No. *(Skip to d.)*  Yes. *(Fill out below.)*

**d. Other court cases involving a child**

Do you know of any court cases involving a child you and your spouse have together? *(Check one):*  No. *(Skip to 7.)*  Yes. *(Fill out below.)*

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

7. Jurisdiction over the children (RCW 26.27.201 – .221, .231, .261, .271)

The court **can** approve a *Parenting Plan* because (check all that apply; if a box applies to all of the children, you may write “the children” instead of listing names):

**Home state jurisdiction** – Washington is the children’s home state because (check all that apply):

All children lived in Washington with a parent or someone acting as a parent for at least the 6 months just before this case was filed, or if the children are less than 6 months old, they have lived in Washington with a parent or someone acting as a parent since birth.

8. Parenting Plan

I ask the court to order a *Parenting Plan* for the children my spouse and I have together. I will file and serve my proposed *Parenting Plan* (form FL All Family 140) (check one):

later.

9. Child Support

**Court Order** – I ask the court to order child support (including medical support) according to state law for the children my spouse and I have together. (You may ask for a court order of child support even if there is already an administrative order. The court order will replace the administrative order to the extent the court order is different.)

I ask the court to order my spouse to pay his/her proportionate share of

(check all that apply):  work and school related day care expenses

agreed extra-curricular expenses

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

10. Written Agreements

Have you and your spouse signed a prenuptial agreement, separation contract or community property agreement?

(Check one):  No. (Skip to 11.)  Yes. (Fill out below.)

11. Real Property (land or home)

Tax ID 54637-890 (King Cty)

12. Personal Property (possessions, assets or business interests of any kind)

We have already divided the personal property fairly. I ask the court to order that each spouse will keep any personal property that s/he now has or controls.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

13. Debts

- I ask the court to make the following orders about debts (*check all that apply*):
  - Each spouse is responsible for the debts that are now only in his/her own name.
  - Divide the debts fairly (equitably).

14. Spousal Support (maintenance/alimony)

- Spousal support is **not** needed.

15. Protection Order

*Do you want the court to issue an Order for Protection as part of the final orders in this case?*

- No.** I do not want an *Order for Protection*.

16. Restraining Order

*Do you want the court to issue a Restraining Order as part of the final orders in this case?*

- No.** (*Skip to 18.*)

17. Name Change

- The wife's name will be changed to Lesa Michelle Whyte.

18. Other requests, if any

---

---

**Petitioner fills out below:**

I declare under penalty of perjury under the laws of the state of Washington that the facts I have provided on this form are true.

Signed at (*city and state*): \_\_\_\_\_ Date: \_\_\_\_\_

▶  
\_\_\_\_\_  
*Alexander W. Murry*

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

**Petitioner's lawyer (if any) fills out below:**

▶ \_\_\_\_\_  
*Craig Jonathan Hansen*  
*WSB 24060*  
*Attorney for Petitioner*

**Respondent fills out below if he/she agrees to join this Petition:**

I, (*name*): Katherine T. Murry, agree to join this *Petition*. I understand that if I fill out and sign below, the court may approve the requests listed in this *Petition* unless I file and serve a *Response* before the court signs final orders. (*Check one*):

I do not need to be notified about the court's hearings or decisions in this case.

*(If this address changes before the case ends, you **must** notify all parties and the court in writing. You may use the Notice of Address Change form (FL All Family 120). You must also update your Confidential Information Form (FL All Family 001) if this case involves parentage or child support.)*

▶ \_\_\_\_\_  
*Katherine T. Murry* \_\_\_\_\_  
*Date*

EXAMPLE



## **Acceptance of Service**

EXAMPLE

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

**Superior Court of Washington, County of King**

In re the marriage of:

Petitioner:

ALEXANDER W. MURRY

No. 16-3-12345-6 SEA

Acceptance of Service

And Respondent:

KATHERINE T. MURRY

**Service Accepted**

1. I am KATHERINE T. MURRY. I accept service of the following documents *(check all that apply)*:

*(The most common documents are listed below. Check only those documents that were served. Use the "Other" boxes to write in the title of each document served that is not already listed.)*

<input checked="" type="checkbox"/> Petition to/for <u>divorce.</u>	
<input checked="" type="checkbox"/> Summons	

2. Personal Jurisdiction *(check one)*:

I **agree** this court has jurisdiction over me (or my client) for this case.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

Signing this form means you agree that you have *received* the court papers for this case. It does not mean that you *agree* with the papers.

If you sign below, you must also list an address where you agree to accept legal papers for this case. This may be a lawyer's address or any other address.

▶ \_\_\_\_\_  
KATHERINE T. MURRY Date

6821 45<sup>th</sup> Ave NE, Kirkland WA 98033  
street address or P.O. box city state zip

(Optional) email: [k.t.murry@gmail.com](mailto:k.t.murry@gmail.com)

*(If this address changes before the case ends, you **must** notify all parties and the court clerk in writing. You may use the Notice of Address Change form (FL All Family 120). You must also update your Confidential Information form (FL All Family 001) if this case involves parentage or child support.)*

EXAMPLE

**Joinder**

EXAMPLE

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

**Superior Court of Washington, County of King**

In re the marriage of:

Petitioner:

ALEXANDER W. MURRY

And Respondent:

KATHERINE T. MURRY

No. 16-3-12345-6 SEA

Agreement to Join Petition (Joinder):

**Agreement to Join Petition (Joinder)**

- 1. My name is: KATHERINE T. MURRY.
- 2. I have read and I agree to join the *Petition* filed by the other side:  
***Petition for Dissolution of Marriage.***

I understand that if I fill out and sign below, the court may approve the requests listed in the *Petition* unless I file and serve a *Response* before the court signs final orders.  
(Check one):

I do not need to be notified about the court's hearings or decisions in this case.

If this address changes before the case ends, you **must** notify all parties and the court in writing. You may use the *Notice of Address Change* form (FL All Family 120). You must also update your *Confidential Information* form (FL All Family 001) if this case involves parentage or child support.

▶ KATHERINE T. MURRY

\_\_\_\_\_  
Date

# Parenting Plan

EXAMPLE

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

Superior Court of Washington, County of King

In re the marriage of:

Petitioner:

ALEXANDER W. MURRY

And Respondent:

KATHERINE T. MURRY

No. 16-3-12345-6 SE

Parenting Plan  
(PPP / PPT / PP)

Parenting Plan

1. This parenting plan is a (check one):

- Court order signed by a judge or commissioner. This is a (check one):
- Final order. (PP)

2. Children – This parenting plan is for the following children:

Child's name	Age	Child's name	Age
1. Megan Murry	14		
2. Charles Murry	8		

3. Reasons for putting limitations on a parent (under RCW 26.09.191)

a. Abandonment, neglect, child abuse, domestic violence, assault, or sex offense.  
(If a parent has any of these problems, the court must limit that parent's contact with the children and right to make decisions for the children.)

Neither parent has any of these problems. (Skip to 3.b.)

b. Other problems that may harm the children's best interests. (If a parent has any of

1 these problems, the court may limit that parent's contact with the children and right to  
2 make decisions for the children.)

3  Neither parent has any of these problems. (Skip to 4.)

4 **4. Limitations on a parent**

5  Does not apply. There are no reasons for limitations checked in 3.a. or 3.b.  
6 above. (Skip to 5.)

7 **5. Decision-making**

8 When the children are with you, you are responsible for them. You can make day-to-day  
9 decisions for the children when they are with you, including decisions about safety and  
10 emergency health care. Major decisions must be made as follows.

11 **a. Who can make major decisions about the children?**

Type of Major Decision	Joint (parents make these decisions together)
School / Educational	<input checked="" type="checkbox"/>
Health care (not emergency)	<input checked="" type="checkbox"/>
Other: extra curricular activities which affect the other parent's time, or which require a financial commitment by the other parent.	<input checked="" type="checkbox"/>
Other: Counseling for anything other than a parent's own relationship with the child. Parents agree all counseling will NOT be used for any litigation or court action.	<input checked="" type="checkbox"/>

12 **b. Reasons for limits on major decision-making, if any:**

13  There are no reasons to limit major decision-making.

14 **6. Dispute Resolution – If you and the other parent disagree...**

15 From time to time, the parents may have disagreements about shared decisions or about  
16 what parts of this parenting plan mean.

17 **a. To solve disagreements about this parenting plan, the parents will go to (check one):**

18  the dispute resolution provider below (before they may go to court):

19  Mediation (mediator or agency name): *Boyd Buckingham*

20 *If there are domestic violence issues, you may only use mediation if the victim asks for mediation,  
21 mediation is a good fit for the situation, and the victim can bring a support person to mediation.*

22 If a dispute resolution provider is not named above, or if the named provider is no  
23 longer available, the parents may agree on a provider or ask the court to name  
24 one.

25 **Important!** Unless there is an emergency, the parents must participate in the



1 dispute resolution process listed above in good faith, before going to court. This  
2 section does **not** apply to disagreements about money or support.

- 3 **b.** If mediation, arbitration, or counseling is required, one parent must notify the other  
4 parent by *(check one)*:  other *(specify)*: *email*

5 The parents will pay for the mediation, arbitration, or counseling services as follows  
6 *(check one)*:

- 7  Father will pay 50%,  
8 Mother will pay 50%.

9 **What to expect in the dispute resolution process:**

- 10  Preference shall be given to carrying out the parenting plan.  
11  If you reach an agreement, it must be put into writing, signed, and both parents must  
12 get a copy.  
13  If the court finds that you have used or frustrated the dispute resolution process  
14 without a good reason, the court can order you to pay financial sanctions (penalties)  
15 including the other parent's legal fees.  
16  You may go back to court if the dispute resolution process doesn't solve the  
17 disagreement or if you disagree with the arbitrator's decision.

18 **7. Custodian**

19 Both parents are named the custodian for the purpose of all state and federal statutes  
20 which require a designation or determination of custody. Even though one parent is called  
21 the custodian, this does not change the parenting rights and responsibilities described in  
22 this plan.

23 *(Washington law generally refers to parenting time and decision-making, rather than custody. However, some  
24 state and federal laws require that one person be named the custodian. The custodian is the person with  
25 whom the children are scheduled to spend more of their time.)*

26 **Parenting Time Schedule (Residential Provisions)**

27 **8. School Schedule**

28 **a. Children under School-Age**

- 29  Does not apply. All children are school-age.

30 **b. School-Age Children**

31 This schedule will apply when *(check one)*  each child begins:  Kindergarten

32 The children are scheduled to live with the parents as follows:

33 **Shared Custody Plan #1:**

34 On

1 an every other week basis, the parties split the children on a week on/week off basis,  
2 with the transfer Sunday at 6PM.

3 **Shared Custody Plan #2:**

4 On an every two weeks rotation: in week one, the mother has the children from Monday  
5 morning until Wednesday morning return to school. The father has the children from  
6 Wednesday afternoon pick up from school, return to school. In week one, the mother  
7 picks up the children from school Friday and return to school on Monday morning. In  
week to the father picks up the children from school Friday and return to school Monday  
morning.

8 **Every Other Weekend with Father:**

9 With the mother, except that the children will spend every other weekend with the  
10 father. The default times are Friday afternoons from after work, until Sunday night at 6  
PM. Parents agree they will take the children's schedule into account, and will make  
good faith efforts to vary the schedule by agreement. Wednesday overnight, from after  
school until return to school Thursday morning, every week.

11 **9. Summer Schedule**

12 Summer begins and ends  according to the school calendar.

13  The Summer Schedule is the **same** as the School Schedule. *(Skip to 10.)*

14 **10. Vacation with Parents**

15 Each parent will have up to two weeks vacation with the children during the summer. Mother  
16 has first choice of two weeks in even years, as long as she lets father know by May 1st. Father  
17 has the same first choice in odd years. Neither parent is allowed to take the children via  
Tesseract, or to visit the Dark Thing. Both parents agree that Mrs. Whatsit is allowed to take the  
18 children on trips.

19 **11. Holiday Schedule (includes school breaks)**

20  This is the Holiday Schedule for  all children  school-age children only:  
21 *(Put one parent's name in each column and fill out when the children will be with that  
parent for holidays and school breaks.)*

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

Holiday	Children with (name): Father	Children with (name): Mother
Martin Luther King Jr. Day	<input type="checkbox"/> Odd Years <input type="checkbox"/> Even Years <input type="checkbox"/> Every Yr. Begin day/time: <u>NA</u> End day/time: <u>NA</u>	<input type="checkbox"/> Odd Years <input type="checkbox"/> Even Years <input type="checkbox"/> Every Yr. Begin day/time: <u>NA</u> End day/time: <u>NA</u>
	<input checked="" type="checkbox"/> With the parent who has the children for the attached weekend <input type="checkbox"/> Other plan:	
Presidents' Day	<input type="checkbox"/> Odd Years <input type="checkbox"/> Even Years <input type="checkbox"/> Every Yr. Begin day/time: <u>NA</u> End day/time: <u>NA</u>	<input type="checkbox"/> Odd Years <input type="checkbox"/> Even Years <input type="checkbox"/> Every Yr. Begin day/time: <u>NA</u> End day/time: <u>NA</u>
	<input checked="" type="checkbox"/> With the parent who has the children for the attached weekend <input type="checkbox"/> Other plan:	
Mid-winter Break	<input checked="" type="checkbox"/> Odd Years <input type="checkbox"/> Even Years <input type="checkbox"/> Every Yr. Begin day/time: <u>Monday at 9 AM</u> End day/time: <u>Day before school starts, at 5 PM</u>	<input type="checkbox"/> Odd Years <input checked="" type="checkbox"/> Even Years <input type="checkbox"/> Every Yr. Begin day/time: <u>Monday at 9 AM</u> End day/time: <u>Day before school starts, at 5 PM</u>
	<input type="checkbox"/> NA <input type="checkbox"/> Other plan:	
Spring Break	<input type="checkbox"/> Odd Years <input checked="" type="checkbox"/> Even Years <input type="checkbox"/> Every Yr. Begin day/time: <u>Monday at 9 AM</u> End day/time: <u>Following Sunday at 5 PM</u>	<input checked="" type="checkbox"/> Odd Years <input type="checkbox"/> Even Years <input type="checkbox"/> Every Yr. Begin day/time: <u>Monday at 9 AM</u> End day/time: <u>Following Sunday at 5 PM</u>
	<input type="checkbox"/> NA <input type="checkbox"/> Other plan:	
Mother's Day	<input type="checkbox"/> Odd Years <input type="checkbox"/> Even Years <input type="checkbox"/> Every Yr. Begin day/time: <u>Begin day/time:</u> End day/time: <u>End day/time:</u>	<input type="checkbox"/> Odd Years <input type="checkbox"/> Even Years <input checked="" type="checkbox"/> Every Yr. Begin day/time: <u>Sunday at 9 AM</u> End day/time: <u>Monday at 9 AM</u>
	<input type="checkbox"/> With the parent who has the children for the attached weekend <input type="checkbox"/> Other plan:	

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

Holiday	Children with (name): Father	Children with (name): Mother
Memorial Day	<input type="checkbox"/> Odd Years <input type="checkbox"/> Even Years <input type="checkbox"/> Every Yr. Begin day/time: <u>NA</u> End day/time: <u>NA</u>	<input type="checkbox"/> Odd Years <input type="checkbox"/> Even Years <input type="checkbox"/> Every Yr. Begin day/time: <u>NA</u> End day/time: <u>NA</u>
	<input checked="" type="checkbox"/> With the parent who has the children for the attached weekend <input type="checkbox"/> Other plan:	
Father's Day	<input type="checkbox"/> Odd Years <input type="checkbox"/> Even Years <input checked="" type="checkbox"/> Every Yr. Begin day/time: <u>Sunday at 9 AM</u> End day/time: <u>Monday at 9 AM</u>	<input type="checkbox"/> Odd Years <input type="checkbox"/> Even Years <input type="checkbox"/> Every Yr.
	<input type="checkbox"/> With the parent who has the children for the attached weekend <input type="checkbox"/> Other plan:	
Fourth of July	<input type="checkbox"/> Odd Years <input type="checkbox"/> Even Years <input type="checkbox"/> Every Yr. Begin day/time: <u>NA</u> End day/time: <u>NA</u>	<input type="checkbox"/> Odd Years <input checked="" type="checkbox"/> Even Years <input type="checkbox"/> Every Yr. Begin day/time: <u>NA</u> End day/time: <u>NA</u>
	<input type="checkbox"/> With the parent who has the children for the attached weekend <input type="checkbox"/> Other plan:	
Labor Day	<input type="checkbox"/> Odd Years <input type="checkbox"/> Even Years <input type="checkbox"/> Every Yr. Begin day/time: <u>NA</u> End day/time: <u>NA</u>	<input checked="" type="checkbox"/> Odd Years <input checked="" type="checkbox"/> Even Years <input type="checkbox"/> Every Yr. Begin day/time: <u>NA</u> End day/time: <u>NA</u>
	<input checked="" type="checkbox"/> With the parent who has the children for the attached weekend <input type="checkbox"/> Other plan:	
Thanksgiving Day / Break	<input type="checkbox"/> Odd Years <input checked="" type="checkbox"/> Even Years <input type="checkbox"/> Every Yr. Begin day/time: <u>Thursday at 9 AM</u> End day/time: <u>Sunday at 5 PM</u>	<input checked="" type="checkbox"/> Odd Years <input type="checkbox"/> Even Years <input type="checkbox"/> Every Yr. Begin day/time: <u>Thursday at 9 AM</u> End day/time: <u>Sunday at 5 PM</u>
	<input type="checkbox"/> With the parent who has the children for the attached weekend <input type="checkbox"/> Other plan:	

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

Holiday	Children with (name): Father	Children with (name): Mother
Winter Break	<input checked="" type="checkbox"/> Other plan: Split between parents. Mother shall have first part in even years, and second part in odd years. Vacation shall run from the afternoon, on the day school lets out, to 9 AM the day after Christmas. The second half runs from 9 AM the day after Christmas until return to school. If this is New Year's Day, this includes New Year's Day.	
Christmas Eve	<input type="checkbox"/> Odd Years <input type="checkbox"/> Even Years <input type="checkbox"/> Every Yr.	<input type="checkbox"/> Odd Years <input type="checkbox"/> Even Years <input type="checkbox"/> Every Yr.
	Begin day/time: _____ End day/time: _____	Begin day/time: _____ End day/time: _____
<input type="checkbox"/> With the parent who has the children for the attached weekend <input checked="" type="checkbox"/> Other plan: See Winter Break, above.		
Christmas Day	<input type="checkbox"/> Odd Years <input type="checkbox"/> Even Years <input type="checkbox"/> Every Yr.	<input type="checkbox"/> Odd Years <input type="checkbox"/> Even Years <input type="checkbox"/> Every Yr.
	Begin day/time: _____ End day/time: _____	Begin day/time: _____ End day/time: _____
<input type="checkbox"/> With the parent who has the children for the attached weekend <input checked="" type="checkbox"/> Other plan: See Winter Break, above.		
New Year's Eve / New Year's Day <i>(odd/even is based on New Year's Day)</i>	<input checked="" type="checkbox"/> Odd Years <input type="checkbox"/> Even Years <input type="checkbox"/> Every Yr.	<input type="checkbox"/> Odd Years <input checked="" type="checkbox"/> Even Years <input type="checkbox"/> Every Yr.
	Begin day/time: _____ End day/time: _____	Begin day/time: _____ End day/time: _____
<input type="checkbox"/> With the parent who has the children for the attached weekend <input checked="" type="checkbox"/> Other plan: See Winter Break, above.		
Children's Birthdays	<input type="checkbox"/> Odd Years <input checked="" type="checkbox"/> Even Years <input type="checkbox"/> Every Yr.	<input checked="" type="checkbox"/> Odd Years <input type="checkbox"/> Even Years <input type="checkbox"/> Every Yr.
	Begin day/time: 9 AM End day/time: 9 PM	Begin day/time: 9 AM End day/time: 9 PM
<input type="checkbox"/> With the parent who has the children for the attached weekend <input type="checkbox"/> Other plan:		

Holiday	Children with (name): Father	Children with (name): Mother
All three-day weekends not listed elsewhere	(Federal holidays, school in-service days, etc.) <input checked="" type="checkbox"/> The children shall spend any unspecified holiday or non-school day with the parent who has them for the attached weekend. <input type="checkbox"/> Other plan:	
	<input type="checkbox"/> Other plan:	

12. **Conflicts in Scheduling**

The Holiday Schedule must be observed over all other schedules. If there are conflicts within the Holiday Schedule (*check all that apply*):

- Named holidays shall be followed before school breaks.
- Children’s birthdays shall be followed before named holidays and school breaks.

13. **Transportation Arrangements**

The children will be exchanged for parenting time (picked up and dropped off) at:

- each parent’s home

Who is responsible for arranging transportation?

- The **receiving parent**.

14. **Moving with the Children (Relocation)**

If the custodian plans to move, s/he **must notify** every person who has court-ordered time with the children.

**Move to a different school district**

If the move is to a different school district, the custodian must complete the form *Notice of Intent to Move with Children* (FL Relocate 701) and deliver it at least **60 days** before the intended move.

*Exceptions:*

- If the custodian could not reasonably have known enough information to complete the form in time to give 60 days’ notice, the custodian must give notice within **5 days** after learning the information.
- If the custodian is relocating to a domestic violence shelter or moving to avoid a clear, immediate and unreasonable risk to health or safety, notice may be delayed **21 days**.

- If information is protected under a court order or the address confidentiality program, it may be withheld from the notice.
- A custodian who believes that giving notice would put her/himself or a child at unreasonable risk of harm, may ask the court for permission to leave things out of the notice or to be allowed to move without giving notice. Use form *Motion to Limit Notice of Intent to Move with Children (Ex Parte)* (FL Relocate 702).

The *Notice of Intent to Move with Children* can be delivered by having someone personally serve the other party or by any form of mail that requires a return receipt.

If the custodian wants to change the *Parenting Plan* because of the move, s/he must deliver a proposed *Parenting Plan* together with the *Notice*.

***Move within the same school district***

If the move is within the *same* school district, the custodian still has to let the other parent know. However, the notice does not have to be served personally or by mail with a return receipt. Notice to the other party can be made in any reasonable way. No specific form is required.

***Warning! If you do not notify...***

A custodian who does not give the required notice may be found in contempt of court. If that happens the court can impose sanctions. Sanctions can include requiring the custodian to bring the children back if the move has already happened, and ordering the custodian to pay the other side's costs and lawyer's fees.

***Right to object***

A person who has court-ordered time with the children can object to a move to a different school district and/or to the custodian's proposed *Parenting Plan*. If the move is within the same school district, the other party doesn't have the right to object to the move, but s/he may ask to change the *Parenting Plan* if there are adequate reasons under the modification law (RCW 26.09.260).

An objection is made by filing the *Objection about Moving with Children and Petition about Changing a Parenting/Custody Order (Relocation)* (form FL Relocate 721). File your *Objection* with the court and serve a copy on the custodian and anyone else who has court-ordered time with the children. Service of the *Objection* must be by personal service or by mailing a copy to each person by any form of mail that requires a return receipt. The *Objection* must be filed and served no later than **30 days** after the *Notice of Intent to Move with Children* was received.

***Right to move***

During the 30 days after the *Notice* was served, the custodian may not move to a different school district with the children unless s/he has a court order allowing the move.

After the 30 days, if no *Objection* is filed, the custodian may move with the children without getting a court order allowing the move.

After the 30 days, if an *Objection* has been filed, the custodian may move with the children **pending** the final hearing on the *Objection* **unless**:

- The other party gets a court order saying the children cannot move, or

- The other party has scheduled a hearing to take place no more than 15 days after the date the *Objection* was served on the custodian. (However, the custodian may ask the court for an order allowing the move even though a hearing is pending if the custodian believes that s/he or a child is at unreasonable risk of harm.)

The court may make a different decision about the move at a final hearing on the *Objection*.

#### **Parenting Plan after move**

If the custodian served a proposed *Parenting Plan* with the *Notice*, **and** if no *Objection* is filed within 30 days after the *Notice* was served (or if the parties agree):

- Both parties may follow that proposed plan without being held in contempt of the *Parenting Plan* that was in place before the move. However, the proposed plan cannot be enforced by contempt unless it has been approved by a court.
- Either party may ask the court to approve the proposed plan. Use form *Ex Parte Motion for Final Order Changing Parenting Plan – No Objection to Moving with Children* (FL Relocate 706).

#### **Forms**

You can find forms about moving with children at:

- The Washington State Courts' website: [www.courts.wa.gov/forms](http://www.courts.wa.gov/forms),
- The Administrative Office of the Courts – call: (360) 705-5328,
- Washington LawHelp: [www.washingtonlawhelp.org](http://www.washingtonlawhelp.org), or
- The Superior Court Clerk's office or county law library (for a fee).

*(This is a summary of the law. The complete law is in RCW 26.09.430 through 26.09.480.)*

### 15. **Other**

a. Either parent may vary the parenting plan by written or email agreement. Parents expect and agree that the schedule with each parent will vary depending on the children's needs and their schedule. That unless specifically agreed otherwise, changing or varying the schedule to cooperate with the other parent, shall not be a basis to modify the parenting plan.

b. Either parent shall refrain from interfering with the other parent's decisions as to how and where the children will spend time while in the other parent's care. In addition, both parents shall refrain from obstructing or otherwise interfering with the other's relationship with both children, including without limitation plans for vacations and holidays.

c. Each parent desires to remain responsible and active in the growth and development of the children consistent with the best interests of the children. The parents shall make mutual efforts to maintain open, ongoing communication concerning the development, needs and interests of the children and discuss together the major decisions which have to be made about or for the children.



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

d. Each parent shall have equal and independent authority to confer with school, day care, and other programs with regard to the children's progress, and each shall have free access to school, daycare, and other records. Each parent shall have authority to give parental consent or permission, as may be required, concerning school, daycare, or other programs for the children while the children are in his or her care.

e. Each parent shall exert every reasonable effort to maintain free access and unhampered contact and communication between the children and the other parent, and promote the affections of affection, love, and respect between the children and the other parent. Neither parent shall make derogatory comments about the other parent or allow anyone else to do the same in the children's presence. Neither parent shall allow or encourage the children to make derogatory comments about the other parent.

f. Each parent shall be empowered to obtain emergency health care for the children without the consent of the other parent. Each parent is to notify the other parent as soon as reasonably possible of any illness requiring medical attention or of any emergency involving the children.

g. Each parent shall have equal and independent authority to arrange routine and emergency medical and dental services for the children while the children are in his or her care and residence.

h. Each child shall have reasonable telephone privileges with the parent with whom the children are not then residing without interference by the residential parent. Either parent may buy the children a cell phone for the express purpose of communicating with the children. The parent buying the cell phone will be responsible for the entire cell phone bill. All parents will have access to the cell phone, including passwords identification information, while the child is with them. Both parents have the right to check the phone for apps, email, texting, etc., to monitor appropriate communications between the child and everyone but the other parent. Neither parent will have the right to communication with the other parent; except both parents have the right to take the cell phone away for disciplinary purposes, bed, dinner, etc.

i. Each child shall be accompanied by the parent with whom the child is residing at the time of a given social event. The other parent shall not limited from attendance at that event, providing such attendance by the non-residential parent is not disruptive to the other parties.

j. All coordination with regard to children's schedules, visitation, extra curricular activities, medical or dental care, shall be done directly between the parents, and not by

1 third parties. Parents shall coordinate directly with each other with regard to the children's  
2 activities and medical care.

3 k. Each parent shall make every effort to keep themselves apprised of school, athletic,  
4 and social events in which the children participate. Both parents may participate in school  
5 activities for the children, such as open houses, attendance at athletic events, etc.

6 l. Each parent shall provide the other parent promptly with receipt of any significant  
7 information regarding the welfare of the children, including physical and mental health,  
8 performance in school, extracurricular activities, etc.

9 m. Each parent agrees to honor the other parent's parenting style, privacy, and  
10 authority. Neither will interfere in the parenting style of the other, nor will either parent  
11 make plans and arrangements which impinge on the other parent's authority or time with  
12 the children without the express agreement of the other parent. Each parent agrees to  
13 encourage the children to discuss his or her grievance with a parent, directly with that  
14 parent. It is the intent of both parents to encourage a direct parent-child bond.

15 n. Each parent shall be encouraged to have the children participate in their religious  
16 activities. Neither parent shall disparage the other parent's religious activities or attempt to  
17 sway the children to his or her respective religious or philosophical viewpoint.

18 o. Neither parent shall advise the children of the status of child support payments or  
19 other legal matters regarding the parent's relationship.

20 p. Neither parent shall use the children directly or indirectly to gather information about  
21 the other parent or take messages to the other parent.

22 16. **Proposal**

23  Does not apply. This is a court order.

24 17. **Court Order**

25  This is a court order (if signed by a judge or commissioner below).

**Findings of Fact** – Based on the pleadings and any other evidence considered:

The Court adopts the statements in section 3 (Reasons for putting limitations on a parent) as its findings.

**Conclusions of Law** – This *Parenting Plan* is in the best interest of the children.

**Order** – The parties must follow this *Parenting Plan*.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

\_\_\_\_\_  
Date

\_\_\_\_\_  
Judge or Commissioner signs here

**Warning!** If you don't follow this *Parenting Plan*, the court may find you in contempt (RCW 26.09.160). You still have to follow this *Parenting Plan* even if the other parent doesn't.  
Violation of **residential** provisions of this order with actual knowledge of its terms is punishable by contempt of court and may be a criminal offense under RCW 9A.40.060(2) or 9A.40.070(2). Violation of this order may subject a violator to arrest.

**Petitioner and Respondent or their lawyers fill out below.**

This document (*check any that apply*):

- is an agreement of the parties
- is presented by me
- may be signed by the court without notice to me

This document (*check any that apply*):

- is an agreement of the parties
- is presented by me
- may be signed by the court without notice to me

\_\_\_\_\_  
Craig Jonathan Hansen/ WSB24060  
Attorney for Petitioner

\_\_\_\_\_  
Katherine W. Murry/ Pro Se  
Respondent

\_\_\_\_\_  
Alexander T, Murry/ Petitioner

EXAMPLE

# **Child Support Order with Worksheets**

EXAMPLE

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

**Superior Court of Washington, County of King**

In re the marriage of:

Petitioner:

ALEXANDER W. MURRY

And Respondent:

KATHERINE T. MURRY

No. 16-3-12345-6 SEA

Child Support Order

**Child Support Order**

1. **Money Judgment Summary**

No money judgment is ordered.

**Findings and Orders**

2. The court orders child support as part of this family law case. This is a (*check one*):

final order.

3. The *Child Support Schedule Worksheets* attached are approved by the court and made part of this Order.

4. **Parents' contact and employment information**

The parents must fill out and file with the court a *Confidential Information* form (FL All Family 001) including personal identifying information, mailing address, home address, and employer contact information.

**Important!** If you move or get a new job any time while support is still owed, you must:

- Notify the Support Registry, and
- Fill out and file an updated *Confidential Information* form with the court.

**Warning!** Any notice of a child support action delivered to the last address you provided on the *Confidential Information* form will be considered adequate notice, if the party trying to serve you has shown diligent efforts to locate you.

5. **Parents' Income**

Parent (name): <u>Alexander Murry</u>	Parent (name): <u>Katherine Murry</u>
Net monthly income \$4,602.79. <i>(line 3 of the Worksheets)</i>	Net monthly income \$ <u>3,886.17</u> . <i>(line 3 of the Worksheets)</i>
This income is (check one): <input type="checkbox"/> imputed to this parent. <i>(Skip to 6.)</i> <input checked="" type="checkbox"/> this parent's actual income <i>(after any exclusions approved below)</i> .	This income is (check one): <input type="checkbox"/> imputed to this parent. <i>(Skip to 6.)</i> <input checked="" type="checkbox"/> this parent's actual income <i>(after any exclusions approved below)</i> . This includes the maintenance the wife is receiving.

6. **Imputed Income**

To calculate child support, the court may **impute** income to a parent:

- whose income is unknown, or
- who the Court finds is unemployed or under-employed by choice.

Imputed income is not actual income. It is an assigned amount the court finds a parent could or should be earning. (RCW 26.19.071(6))

Parent (name): <u>Alexander Murry</u>	Parent (name): <u>Katherine Murry</u>
<input checked="" type="checkbox"/> Does not apply. This parent's actual income is used. <i>(Skip to 7.)</i>	<input checked="" type="checkbox"/> Does not apply. This parent's actual income is used. <i>(Skip to 7.)</i>

7. **Limits affecting the monthly child support amount**

- Does not apply. The monthly amount was not affected by the upper or lower limits in RCW 26.19.065.

8. **Standard Calculation**

*(Check one):*

- All children living together** –The standard calculation from the *Child Support Schedule Worksheets* line 17 for the parent paying support is \$1089.96 before considering the deviation of the 50-50 parenting plan.

9. **Deviation from standard calculation**

Should the monthly child support amount be different from the standard calculation?

1  **Yes** – The monthly child support amount ordered in section 10 is **different** from the  
2 standard calculation listed in section 8 because *(check all that apply)*:

3  this is a 50-50 parenting plan. Both parents have sufficient income to support their  
4 household mother is receiving maintenance, and this counts as part of her income.  
This does not leave either parent with insufficient funds in their household.

5 **The facts that support the reasons checked above are** *(check all that apply)*:

6  See above.

7 **10. Monthly child support amount (transfer payment)**

8 After considering the standard calculation and whether or not to apply a deviation, the  
9 court orders the following monthly child support amount (transfer payment).

**All children living together – the monthly transfer payment is zero.**

Child's Name	Age	Amount
1. Megan Murry	14	\$0.00
2. Charles Murry	8	\$0.00
<b>Total monthly child support amount:</b>		<b>\$0.00</b>

13 **11. Starting date and payment schedule**

14 The monthly child support amount must be paid starting *(month, year)*: July 1, 2016  
15 on the following payment schedule:

16 **12. Step Increase (for modifications or adjustments only)**

17  Does not apply.

18 **13. Periodic Adjustment**

19  Child support may be changed according to state law. The Court is not ordering a  
20 specific periodic adjustment schedule below.

21 **14. Payment Method**

22 Send payment to the *(check one)*:

23  **Other parent or non-parent custodian** by:

24  other method: NA; there is no transfer payment.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

15. **Enforcement through income withholding (garnishment)**

DCS or the person owed support can collect the support owed from the wages, earnings, assets or benefits of the parent who owes support, and can enforce liens against real or personal property as allowed by any state's child support laws without notice to the parent who owes the support.

*If this order is **not** being enforced by DCS and the person owed support wants to have support paid directly from the employer, the person owed support must ask the court to sign a separate wage assignment order requiring the employer to withhold wages and make payments. (Chapter 26.18 RCW.)*

Income withholding may be delayed until a payment becomes past due if the court finds good reason to delay.

Income withholding will be **delayed** until a payment becomes past due because *(check one)*:

the court has approved the parents' written agreement for a different payment arrangement.

16. **End date for support**

Support must be paid for each child until *(check one)*:

the child turns 18 or is no longer enrolled in high school, whichever happens last, unless the court makes a different order in section 17.

17. **Post-secondary educational support (for college or vocational school)**

**Reserved** – A parent or non-parent custodian may ask the court for post-secondary educational support at a later date without showing a substantial change of circumstances by filing a *Petition to Modify Child Support Order* (form FL Modify 501).

The *Petition* must be filed *before* child support ends as listed in section 16.

18. **Claiming children as dependents on tax forms**

The parties have the right to claim the children as their dependents on their tax forms as follows *(check one)*:

Father takes older child and mother takes younger child every year.

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

For tax years when a non-custodial parent has the right to claim the children, the parents must cooperate to fill out and submit IRS Form 8332 in a timely manner.



**Warning!** Under federal law, the parent who claims a child as a dependent may owe a tax penalty if the child is not covered by health insurance.

19. **Health Insurance**

**Important!** Read the Health Insurance Warnings at the end of this order.

(Name): Both parents will cover the child for health insurance and pay the premium to provide health insurance coverage for the children. This is by agreement. The court has considered the needs of the children, the cost and extent of coverage, and the accessibility of coverage.

Neither parent can be ordered to pay an amount towards health insurance premiums that is more than 25% of his/her basic support obligation (*Worksheets*, line 19) unless the court finds it is in the best interest of the children.

20. **Health insurance if circumstances change or court has not ordered**

If the parties' circumstances change, or if the court is not ordering how health insurance must be provided for the children in section 19:

- A parent, non-parent custodian, or DCS can enforce medical support.
- If a parent does not provide proof of accessible private insurance (insurance that can be used for the children's primary care), that parent may have to:
  - Get (or keep) insurance through his/her work or union, unless the insurance costs more than 25% of his/her basic support obligation (line 19 of the *Worksheets*),
  - Pay his/her share of the other parent's monthly premium up to 25% of his/her basic support obligation (line 19 of the *Worksheets*), or
  - Pay his/her share of the monthly cost of any public health care coverage, such as Healthy Kids, BHP, or Medicaid, for which there is an assignment.

21. **Children's expenses not included in the monthly child support amount**

**Uninsured medical expenses** – Each parent is responsible for a share of uninsured medical expenses as ordered below. Uninsured medical expenses include premiums, co-pays, deductibles, and other health care costs not covered by insurance. A parent can ask DCS to collect those expenses, or a parent or non-parent custodian can ask the court for a judgment.

Children's Expenses for:	Parent (name): <u>Mother</u> pays monthly	Parent (name): <u>Father</u> pays monthly	Make payments to:	
			Person who pays the expense	Service Provider

Children's Expenses for:	Parent (name):	Parent (name):	Make payments to:	
	<u>Mother</u> pays monthly	<u>Father</u> pays monthly	Person who pays the expense	Service Provider
Uninsured medical expenses	<input checked="" type="checkbox"/> <u>50</u> %	<input checked="" type="checkbox"/> <u>50</u> %	<input checked="" type="checkbox"/>	<input type="checkbox"/>

\* Proportional Share is each parent's percentage share of the combined net income from line 6 of the Child Support Schedule Worksheets.

**Other shared expenses (check one):**

The parents will share the cost for the expenses listed below (check all that apply):

Children's Expenses for:	Parent (name):	Parent (name):	Make payments to:	
	<u>Mother</u> pays monthly	<u>Father</u> pays monthly	Person who pays the expense	Service Provider
<input checked="" type="checkbox"/> Day care:	<input checked="" type="checkbox"/> <u>50</u> %	<input checked="" type="checkbox"/> <u>50</u> %	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/> Agreed Extra-Curricular Expenses:	<input checked="" type="checkbox"/> <u>50</u> %	<input checked="" type="checkbox"/> <u>50</u> %	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Other: Payments shall be made to the provider if feasible. Otherwise, the person paying the expense will provide proof of payment within 14 days; the other person will reimburse within 14 days.

Mother will pay 100% tuition to the Academic Institute while the child is enrolled. (Private school – \$1750 per month.)

22. **Past due child support, medical support and other expenses**

There is no past due amounts or interest owed.

23. **Overpayment caused by change**

Does not apply.



---

**WARNINGS!**

If you don't follow this child support order...

- DOL or other licensing agencies may deny, suspend, or refuse to renew your licenses, including your driver's license and business or professional licenses, and
- Dept. of Fish and Wildlife may suspend or refuse to issue your fishing and hunting licenses and you may not be able to get permits. (RCW 74.20A.320)

If you receive child support...

You may have to:

- Document how that support and any cash received for the children's health care was spent.
- Repay the other parent for any day care or special expenses included in the support if you didn't actually have those expenses. (RCW 26.19.080).

---

**Health Insurance Warnings!**

Both parents must keep the Support Registry informed whether or not they have access to health insurance for the children at a reasonable cost, and provide the policy information for any such insurance.

If you are ordered to provide children's health insurance...

You have 20 days from the date of this order to send:

- proof that the children are covered by insurance, or
- proof that insurance is not available as ordered.
- Send your proof to the other parent or to the Support Registry (if your payments go there).

If you do not provide proof of insurance:

The other parent or the support agency may contact your employer or union, without notifying you, to ask for direct enforcement of this order (RCW 26.18.170), and

- The other parent may:
  - Ask the Division of Child Support (DCS) for help,
  - Ask the court for a contempt order, or
  - File a Petition in court.

Don't cancel your children's health insurance without the court's approval, unless your job ends and you can no longer get or continue coverage as ordered in section 19 through your job or union. If your insurance coverage for the children ends, you must notify the other parent and the Support Registry.

If an insurer sends you payment for a medical provider's service:

- you must send it to the medical provider if the provider has not been paid; or
- you must send the payment to whoever paid the provider if someone else paid the provider; or
- you may keep the payment if you paid the provider.

If the children have public health care coverage, the state can make you pay for the cost of the monthly premium.

Always inform the Support Registry and other parent if your access to health insurance changes or ends

## Washington State Child Support Schedule Worksheets

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

**County** King

**Case No.** 16-3-12345-6 SEA

**Child/ren and Age/s:** Megan Murry, 14; Charles Murry, 8

**Parents' Names:** Alexander W. Murry (Column 1) Katherine T. Murry (Column 2)

	Alexander	Katherine
<b>Part I: Income</b> (see Instructions, page 6)		
<b>1. Gross Monthly Income</b>		
a. Wages and Salaries	\$9,000.00	\$3,500.00
b. Interest and Dividend Income	-	-
c. Business Income	-	-
d. Maintenance Received	-	\$1,500.00
e. Other Income	-	-
f. Imputed Income	-	-
g. Total Gross Monthly Income (add lines 1a through 1f)	\$9,000.00	\$5,000.00
<b>2. Monthly Deductions from Gross Income</b>		
a. Income Taxes (Federal and State) Tax Year: 2016	\$1,792.71	\$430.08
b. FICA (Soc. Sec. + Medicare)/Self-Employment Taxes	\$688.50	\$267.75
c. State Industrial Insurance Deductions	-	-
d. Mandatory Union/Professional Dues	-	-
e. Mandatory Pension Plan Payments	-	-
f. Voluntary Retirement Contributions	\$416.00	\$416.00
g. Maintenance Paid	\$1,500.00	-
h. Normal Business Expenses	-	-
i. Total Deductions from Gross Income (add lines 2a through 2h)	\$4,397.21	\$1,113.83
<b>3. Monthly Net Income</b> (line 1g minus 2i)	\$4,602.79	\$3,886.17
<b>4. Combined Monthly Net Income</b> (add both parents' monthly net incomes from line 3)	\$8,488.96	
<b>5. Basic Child Support Obligation</b> (Combined amounts →)		
Megan Murry      \$1112.00		
Charles Murry     \$899.00		
-		
-		
-		
	\$2,011.00	
<b>6. Proportional Share of Income</b> (divide line 3 by line 4 for each parent)	.542	.458

	Alexander	Katherine
<b>Part II: Basic Child Support Obligation</b> (see Instructions, page 7)		
7. Each Parent's Basic Child Support Obligation without consideration of low income limitations (Each parent's Line 6 times Line 5.)	\$1,089.96	\$921.04
8. Calculating low income limitations: Fill in only those that apply.		
Self-Support Reserve: (125% of the Federal Poverty Guideline.)	\$1,238.00	
a. <u>Is combined Net Income Less Than \$1,000?</u> If yes, for each parent enter the presumptive \$50 per child.	-	-
b. <u>Is Monthly Net Income Less Than Self-Support Reserve?</u> If yes, for that parent enter the presumptive \$50 per child.	-	-
c. <u>Is Monthly Net Income equal to or more than Self-Support Reserve?</u> If yes, for each parent subtract the self-support reserve from line 3. If that amount is less than line 7, enter that amount or the presumptive \$50 per child, whichever is greater.	-	-
9. Each parent's basic child support obligation after calculating applicable limitations. For each parent, enter the lowest amount from line 7, 8a - 8c, but not less than the presumptive \$50 per child.	\$1,089.96	\$921.04
<b>Part III: Health Care, Day Care, and Special Child Rearing Expenses</b> (see Instructions, page 8)		
10. Health Care Expenses		
a. Monthly Health Insurance Premiums Paid for Child(ren)	-	-
b. Uninsured Monthly Health Care Expenses Paid for Child(ren)	-	-
c. Total Monthly Health Care Expenses (line 10a plus line 10b)	-	-
d. Combined Monthly Health Care Expenses (add both parent's totals from line 10c)	-	-
11. Day Care and Special Expenses		
a. Day Care Expenses	-	-
b. Education Expenses	-	-
c. Long Distance Transportation Expenses	-	-
d. Other Special Expenses (describe)	-	-
	-	-
	-	-
e. Total Day Care and Special Expenses (Add lines 11a through 11d)	-	-
12. Combined Monthly Total Day Care and Special Expenses (add both parents' day care and special expenses from line 11e)	-	-
13. Total Health Care, Day Care, and Special Expenses (line 10d plus line 12)	-	-
14. Each Parent's Obligation for Health Care, Day Care, and Special Expenses (multiply each number on line 6 by line 13)	-	-
<b>Part IV: Gross Child Support Obligation</b>		
15. Gross Child Support Obligation (line 9 plus line 14)	\$1,089.96	\$921.04

	Alexander	Katherine
<b>Part V: Child Support Credits</b> (see Instructions, page 9)		
16. Child Support Credits		
a. Monthly Health Care Expenses Credit	-	-
b. Day Care and Special Expenses Credit	-	-
c. Other Ordinary Expenses Credit (describe)	-	-
	-	-
d. Total Support Credits (add lines 16a through 16c)	-	-
<b>Part VI: Standard Calculation/Presumptive Transfer Payment</b> (see Instructions, page 9)		
17. Standard Calculation (line 15 minus line 16d or \$50 per child whichever is greater)	\$1,089.96	\$921.04
<b>Part VII: Additional Informational Calculations</b>		
18. 45% of each parent's net income from line 3 (.45 x amount from line 3 for each parent)	\$2,071.26	\$1,748.78
19. 25% of each parent's basic support obligation from line 9 (.25 x amount from line 9 for each parent)	\$272.49	\$230.26
<b>Part VIII: Additional Factors for Consideration</b> (see Instructions, page 9)		
20. Household Assets (List the estimated value of all major household assets.)		
a. Real Estate	-	-
b. Investments	-	-
c. Vehicles and Boats	-	-
d. Bank Accounts and Cash	-	-
e. Retirement Accounts	-	-
f. Other: (describe)	-	-
	-	-
	-	-
	-	-
21. Household Debt (List liens against household assets, extraordinary debt.)		
a.	-	-
b.	-	-
c.	-	-
d.	-	-
e.	-	-
f.	-	-
22. Other Household Income		
a. Income Of Current Spouse or Domestic Partner (if not the other parent of this action)		
Name	-	-
Name	-	-
b. Income Of Other Adults in Household		
Name	-	-
Name	-	-





Other Factors For Consideration (continued) (attach additional pages as necessary)

**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.

\_\_\_\_\_  
Parent's Signature (Column 1)

\_\_\_\_\_  
Parent's Signature (Column 2)

\_\_\_\_\_  
Date

\_\_\_\_\_  
City

\_\_\_\_\_  
Date

\_\_\_\_\_  
City

\_\_\_\_\_  
Judicial/Reviewing Officer

\_\_\_\_\_  
Date

**This Worksheet has been certified by the State of Washington Administrative Office of the Courts.  
Photocopying of the worksheet is permitted.**

## **Findings of Fact**

EXAMPLE

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

Superior Court of Washington, County of King

In re the marriage of:

Petitioner:

ALEXANDER W. MURRY

And Respondent:

KATHERINE T. MURRY

No. 16-3-12345-6 SEA

Findings and Conclusions about a Marriage

Findings and Conclusions about a Marriage

1. Basis for findings and conclusions (*check all that apply*):

Spouses' agreement.

**The Court makes the following findings of fact and conclusions of law:**

2. Notice (*check all that apply*):

The Respondent has appeared in this case, or has responded to or joined the *Petition*.

3. Jurisdiction over the marriage and the spouses (*check all that apply*):

At the time the *Petition* was filed,

the Petitioner  lived in Washington State.

the Respondent  lived in Washington State.

**Conclusion:** The court  **has** jurisdiction over the marriage.

The court  **has** jurisdiction over the Respondent.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

4. Information about the marriage

The spouses were married on 03/18/1998 in Seattle WA

5. Separation Date

The marital community ended on 08/01/2016. The parties stopped acquiring community property and incurring community debt on this date.

6. Status of the marriage

**Divorce** – This marriage is irretrievably broken, and it has been 90 days or longer since the *Petition* was filed and the *Summons* was served or the Respondent joined the *Petition*.

**Conclusion:** The Petition for divorce, legal separation should be:  
 approved.

7. Separation Contract

There is no separation contract. However, both parties agree that these findings of fact and decree, once signed by both parties, even if they are not signed by the judge, or a binding CR 2A agreement, under the laws of the state of Washington.

8. Real Property (land or home)

Tax ID 54637-890 (King Cty).

9. Community Personal Property (possessions, assets or business interests of any kind)

The community personal property has already been divided fairly between the spouses. Each spouse should keep any community personal property that s/he now has or controls.

For listing: see Agreed Decree.

**Conclusion:** The division of community personal property described in the final order is fair (just and equitable).

10. Separate Personal Property (*possessions, assets or business interests of any kind*)

The **Petitioner's** separate personal property is listed below:

See agreed Decree.

1  The **Respondent's** separate personal property is listed below.

2 See agreed Decree.

3 **Conclusion:** The division of separate personal property described in the final order is fair  
4 (just and equitable).

5 11. Community Debt

6  The spouses' community debt if any is listed below:

7 See agreed Decree.

8 **Conclusion:** The division of community debt described in the final order is fair (just and  
9 equitable).

10 12. Separate Debt

11  The separate debt has already been divided fairly between the spouses.

12  The **Petitioner's** separate debt is listed below:

13 See agreed Decree.

14  The **Respondent's** separate debt is listed below:

15 See agreed Decree.

16 **Conclusion:** The division of separate debt described in the final order is fair (just and  
17 equitable).

18 13. Spousal Support (maintenance/alimony)

19  Spousal support was **agreed**.

20 14. Fees and Costs

21  Each party should pay his/her own fees or costs.

22 15. Protection Order

23  No one requested an *Order for Protection* in this case.

24 16. Restraining Order

25  No one requested a *Restraining Order* in this case.

17. Pregnancy

Neither spouse is pregnant.

18. Children

The dependent children of **either or both** spouses are listed below:

Child's name (first, last)	Age	The child's parent/s is/are (check below):		
		Both Spouses	Only Petitioner	Only Respondent
1. Megan Murry	14	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Charles Murry	8	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

If there are children of both spouses listed above who do not have both spouses listed on their birth certificates, the State Registrar of Vital Statistics should be ordered to amend the children's birth certificates to list both spouses as parents.

19. Jurisdiction over the children (RCW 26.27.201 - .221, .231, .261, .271)

The court can approve a *Parenting Plan* because (check all that apply; if a box applies to all of the children, you may write "the children" instead of listing names):

**Home state jurisdiction** – Washington is the children's home state because (check all that apply):

Megan Murry and Charles Murry lived in Washington with a parent or someone acting as a parent for at least the 6 months just before this case was filed, or if the children were less than 6 months old when the case was filed, they had lived in Washington with a parent or someone acting as a parent since birth.

20. Parenting Plan

There are dependent children of this marriage.

The court signed the final *Parenting Plan* filed separately today.

Both parents agreed to and signed the *Parenting Plan*.

21. Child Support

The dependent children should be supported according to state law.

The court signed the final *Child Support Order* and *Worksheets* filed separately today.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

22. Other findings or conclusions (if any)

---

---

\_\_\_\_\_  
Date

\_\_\_\_\_  
Judge or Commissioner

**Petitioner and Respondent or their lawyers fill out below.**

This document *(check any that apply)*:

is an agreement of the parties

is presented by me

may be signed by the court without notice to me

This document *(check any that apply)*:

is an agreement of the parties

is presented by me

may be signed by the court without notice to me

\_\_\_\_\_  
Craig Jonathan Hansen/ WSB24060  
Attorney for Petitioner

\_\_\_\_\_  
Katherine W. Murry/ Pro Se  
Respondent

\_\_\_\_\_  
Alexander T, Murry/ Petitioner

EXAMPLE

**Decree of Dissolution/Legal  
Separation**

EXAMPLE



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

**Superior Court of Washington, County of King**

In re the marriage of:

Petitioner:

ALEXANDER W. MURRY

And Respondent:

KATHERINE T. MURRY

No. 16-3-12345-6 SEA

Final Divorce Order (Dissolution Decree)  
(DCD)

**Final Divorce Order**

**Money Judgment Summary**

No money judgment is ordered.

1. Summary of Real Property Judgment (land or home)

No real property judgment is ordered

***The court has made Findings and Conclusions in this case and now Orders:***

2. Marriage

This marriage is dissolved. The Petitioner and Respondent are divorced.

3. Name Changes

The wife's name is changed to: Lesa Michelle Whyte.

4. Separation Contract

There is no separation contract. However, the parties agree that this decree, once signed, is an enforceable CR 2A agreement under the laws of the State of

1 Washington. This is a final agreement between the two parties. Parties agree they  
2 know the full extent of their property, and choose not to list exact balances in this  
3 decree. Both agreed not to go to court over the balances or amounts of the assets or  
the debts.

4 5. Money Judgment (*summarized in section 1 above*)

5  None.

6 6. Real Property (land or home) (*summarized in section 2 above*)

7  Other (*specify*): Tax ID 54637-890 (King Cty). The parties agree to keep the house as  
8 tenants-in-common until July 1, 2017. The wife will have the exclusive use of the  
house. The husband will not come in the house without her permission. The parties will  
split mortgage payment, taxes. The wife is responsible for all utilities, and expenses for  
the house less than \$500. Parties will split equally all repairs over \$500.

9 The house will be sold and listed by July 1, 2017. Parties will maintain the split of the  
10 mortgage payment, until the house sale closes. Disagreements over the sale will be  
arbitrated by Boyd Buckingham. The parties will split the net proceeds of the house  
11 60% to wife, 40% to husband.

12 OR:

13 House goes to the wife as her separate property. Husband agrees to proclaim the  
house to the wife immediately. Wife will make good faith efforts to refinance the house  
14 alone, within three years, but both parties agree she may not be able to. Wife is  
responsible for all mortgage payments, taxes, and all utilities on the house, from  
September 1, 2016. The husband will take all tax deductions for the house, including  
15 prorated taxes, for January 1 through August 31, 2016. The wife will take all tax  
deductions for the house from September 1 on.

16 7. Husband's Property (possessions, assets or business interests of any  
17 kind):

18  The husband takes as his separate property:

19 MicroZon 401K in his name alone goes to him as his separate property, except for  
\$45,000, plus gains or losses since August 1, 2016, which goes to wife via QDRO.

20 Intel 401(k), in his name alone, goes to him as his separate property.

21 Charles Schwab investment account, in his name alone, those who him as his  
separate property.

22 All MicroZon future stock awards and options, and his name, go to husband. Wife has  
no claim on future bonuses, options, etc.

23 2001 Honda accord, in husband's name alone, goes to husband as his separate  
property. Wife agrees to transfer title to the husband immediately.

24 Husband takes all of his personal items, including the property listed at Exhibit 1, as  
25 his separate property.

1 Parties agreed to split the Bank of America joint account, as of end of August 2016, 50-50.  
2 Until then the account will be used for the normal expenses. Neither party is required  
3 to deposit their paycheck into the account after the end of August 2016.

4 Husband takes all other bank accounts in his name alone.

5 8. Wife's Personal Property (possessions, assets or business interests of  
6 any kind)

7  The husband takes as his separate property:

8 Applied MicroGenetics 401K in her name alone goes to her as her separate property.

9 All other retirement accounts in her name alone go to her as her separate property.

10 2012 Honda pilot, in wife's name alone, goes to wife as her separate property.  
11 Husband agrees to transfer title to the wife immediately.

12 Wife takes all of her personal items, including the property listed at Exhibit 1, as per  
13 separate property.

14 Parties agreed to split the Bank of America joint account, as of end of August 2016, 50-50.  
15 Until then the account will be used for the normal expenses. Neither party is required  
16 to deposit their paycheck into the account after the end of August 2016.

17 Wife takes all other bank accounts in her name alone.

18 9. Husband's Debt

19 The husband must pay all debts s/he has incurred (made) since the date of separation,  
20 unless the court makes a different order about a specific debt below. (Check one):

21  The Petitioner must pay the debts that are now in his/her name. As well: Any in all  
22 debts in his name alone. Both parties agree there are no community debts or debts in  
23 both names, except for mortgage, which goes to the wife. They know how much is  
24 owed, and choose not to list them here. Both parties agree they will not go back to  
25 court over the amount or characterization of any debts.

10. Wife's Debt

The wife must pay all debts s/he has incurred (taken on) since the date of separation, unless  
the court makes a different order about a specific debt below. (Check one):

The Respondent must pay the debts that are now in her name. As well: Any in all  
debts in her name alone. Both parties agree there are no community debts or debts in  
both names. They know how much is owed, and choose not to list them here. Both  
parties agree they will not go back to court over the amount or characterization of any  
debts.

1 Debt Collection (hold harmless)

- 2  If one spouse fails to pay a debt as ordered above and the creditor tries to collect the  
3 debt from the other spouse, the spouse who was ordered to pay the debt must hold  
4 the other spouse harmless from any collection action about the debt. This includes  
reimbursing the other spouse for any of the debt he/she paid and for attorney fees or  
costs related to defending against the collection action.

5 11. Spousal Support (maintenance/alimony)

- 6  husband agrees to pay the wife \$1500 per month in maintenance for 36 months,  
7 starting on September 1, 2016. This will be due on the first of each month and will be  
8 paid by a bank transfer or wire transfer, or similar electronic deposit. It will be paid in  
9 manner all wife's choosing. The husband will ensure it his/her bank account by the first  
10 of each month.. This is nonmodifiable, except that it terminates at the end of the term,  
11 or on husband's death, or on the wife's death or remarriage.

If the husband has sufficient term insurance through employment to secure  
maintenance obligation, he will make wife beneficiary on that amount, and will supply  
proof of the insurance to her on request.

12 12. Fees and Costs (*Summarize any money judgment in section 1 above.*)

- 13  Each spouse will pay his/her own fees and costs.

14 13. Protection Order

- 15  No one requested an *Order for Protection*.

16 14. Restraining Order

- 17  No one requested a *Restraining Order*.

18 15. Children

- 19  This court has jurisdiction over the children as explained in the *Findings and*  
20 *Conclusions* for this case.

21 16. Parenting Plan

- 22  The court signed the final *Parenting Plan* filed separately today.

23 17. Child Support

- 24  The court signed the final child support order and child support worksheets filed  
25 separately today.

1  **Court Order** – The court signed the final *Child Support Order* and *Worksheets* filed  
2 separately today.  
3 *Tax exemptions and post-secondary (college or vocational school) support are*  
4 *covered in the Child Support Order.*

5 18. Other Orders (if any):  
6 \_\_\_\_\_  
7 \_\_\_\_\_

8 **Ordered.**

9 \_\_\_\_\_  
10 *Date*

\_\_\_\_\_   
10 *Judge or Commissioner*

11 **Petitioner and Respondent or their lawyers fill out below.**

12 This document (*check any that apply*):

12  is an agreement of the parties

13  is presented by me

13  may be signed by the court without notice to me

This document (*check any that apply*):

12  is an agreement of the parties

13  is presented by me

13  may be signed by the court without notice to me

15 \_\_\_\_\_  
16 Craig Jonathan Hansen/ WSB24060  
16 Attorney for Petitioner

\_\_\_\_\_   
Katherine W. Murry/ Pro Se  
Respondent

18 \_\_\_\_\_  
19 Alexander T, Murry/ Petitioner

**Quit Claim Deed**

EXAMPLE

After Recording Return To:

Hansen Law Group PS  
12000 NE 8<sup>th</sup> Ste 202  
Bellevue, WA 98005

---

**QUIT CLAIM DEED**

---

**Assessor's Property Tax Parcel Account Number:** 2425700015

The GRANTOR, Alexander W. Murry, for and in consideration of division of property in a divorce conveys and quit claims to Katherine T. Murry, as her separate property, his interest in the following described real estate, situated in the County of King, State of Washington, together with all after acquired title of the grantor(s) therein:

Lot 3, Evergreen Village Division Number 2, According to the Plat thereof Recorded in Volume 48 of Plats, Page 13, Records of King County, Washington.

Subject to easements, covenants, conditions and restrictions of record.

The street address of which is 10839 SE 14<sup>th</sup> St., Bellevue WA 98004.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2016.

GRANTOR:

\_\_\_\_\_

STATE OF WASHINGTON )  
County of King ) ss:

On this \_\_\_\_ day of \_\_\_\_\_, 2016 before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Alexander W. Murry, to me known to be the individual who executed the foregoing instrument and acknowledged the instrument to be his free and voluntary act and deed for the uses and purposes therein mentioned.

Witness my hand and official seal hereto affixed the day and year first above written.

\_\_\_\_\_  
Notary Public in and for the State of  
Washington, residing at \_\_\_\_\_  
My appointment expires: \_\_\_\_\_

EXAMPLE



**REAL ESTATE EXCISE TAX AFFIDAVIT**

This form is your receipt when stamped by cashier.

PLEASE TYPE OR PRINT

CHAPTER 82.45 RCW – CHAPTER 458-61A WAC

**THIS AFFIDAVIT WILL NOT BE ACCEPTED UNLESS ALL AREAS ON ALL PAGES ARE FULLY COMPLETED**

(See back of last page for instructions)

Check box if partial sale of property

If multiple owners, list percentage of ownership next to name.

SELLER GRANTOR	1 Name <u>Alexander W. Murry</u>	BUYER GRANTEE	2 Name <u>Katherine T. Murry</u>
	Mailing Address <u>15309 NE 85th St</u>		Mailing Address <u>9800 130th Ave NE</u>
	City/State/Zip <u>Redmond WA 98052</u>		City/State/Zip <u>Kirkland WA 98033</u>
	Phone No. (including area code) <u>(425) 645-9087</u>		Phone No. (including area code) <u>(425) 466-7643</u>
3 Send all property tax correspondence to: <input checked="" type="checkbox"/> Same as Buyer/Grantee		List all real and personal property tax parcel account numbers – check box if personal property	
Name _____		54637-890 <input type="checkbox"/>	
Mailing Address _____		<input type="checkbox"/>	
City/State/Zip _____		<input type="checkbox"/>	
Phone No. (including area code) _____		<input type="checkbox"/>	
		List assessed value(s)	

4 Street address of property: 9800 130th Ave NE, Kirkland WA 98033

This property is located in Kirkland

Check box if any of the listed parcels are being segregated from another parcel, are part of a boundary line adjustment or parcels being merged.

Legal description of property (if more space is needed, you may attach a separate sheet to each page of the affidavit)

Lot 3, Evergreen Village Division Number 2, According to the Plat thereof Recorded in Volume 48 of Plats, Page 13, Records of King County, Washington.

5 Select Land Use Code(s):

11 - Household, single family units

enter any additional codes: \_\_\_\_\_

(See back of last page for instructions)

YES NO

Was the seller receiving a property tax exemption or deferral under chapters 84.36, 84.37, or 84.38 RCW (nonprofit organization, senior citizen, or disabled person, homeowner with limited income)?

6 YES NO

Is this property designated as forest land per chapter 84.33 RCW?

Is this property classified as current use (open space, farm and agricultural, or timber) land per chapter 84.34 RCW?

Is this property receiving special valuation as historical property per chapter 84.26 RCW?

If any answers are yes, complete as instructed below.

**(1) NOTICE OF CONTINUANCE (FOREST LAND OR CURRENT USE)**

NEW OWNER(S): To continue the current designation as forest land or classification as current use (open space, farm and agriculture, or timber) land, **you must sign on (3) below.** The county assessor must then determine if the land transferred continues to qualify and will indicate by signing below. If the land no longer qualifies or you do not wish to continue the designation or classification, it will be removed and the compensating or additional taxes will be due and payable by the seller or transferor at the time of sale. (RCW 84.33.140 or RCW 84.34.108). Prior to signing (3) below, you may contact your local county assessor for more information.

This land  does  does not qualify for continuance.

\_\_\_\_\_  
DEPUTY ASSESSOR

\_\_\_\_\_  
DATE

**(2) NOTICE OF COMPLIANCE (HISTORIC PROPERTY)**

NEW OWNER(S): To continue special valuation as historic property, **sign (3) below.** If the new owner(s) does not wish to continue, all additional tax calculated pursuant to chapter 84.26 RCW, shall be due and payable by the seller or transferor at the time of sale.

**(3) OWNER(S) SIGNATURE**

\_\_\_\_\_  
PRINT NAME

7 List all personal property (tangible and intangible) included in selling price.

If claiming an exemption, list WAC number and reason for exemption:

WAC No. (Section/Subsection) 458-61A-203(2)

Reason for exemption Division in divorce

Type of Document Quit Claim Deed

Date of Document 8/25/16

Gross Selling Price \$	_____
*Personal Property (deduct) \$	_____
Exemption Claimed (deduct) \$	_____
Taxable Selling Price \$	0.00
Excise Tax : State \$	0.00
<span style="border: 1px solid red; padding: 2px;">0.0050</span> Local \$	0.00
*Delinquent Interest: State \$	_____
Local \$	_____
*Delinquent Penalty \$	_____
Subtotal \$	0.00
*State Technology Fee \$	5.00
*Affidavit Processing Fee \$	_____
Total Due \$	10.00

**A MINIMUM OF \$10.00 IS DUE IN FEE(S) AND/OR TAX**  
\*SEE INSTRUCTIONS

8 I CERTIFY UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

Signature of Grantor or Grantor's Agent _____	Signature of Grantee or Grantee's Agent _____
Name (print) <u>Alexander T. Murry</u>	Name (print) <u>Katherine W. Murry</u>
Date & city of signing: _____	Date & city of signing: _____

**Perjury:** Perjury is a class C felony which is punishable by imprisonment in the state correctional institution for a maximum term of not more than five years, or by a fine in an amount fixed by the court of not more than five thousand dollars (\$5,000.00), or by both imprisonment and fine (RCW 9A.20.020 (1C)).

**REAL ESTATE EXCISE TAX AFFIDAVIT**

This form is your receipt when stamped by cashier.

PLEASE TYPE OR PRINT

CHAPTER 82.45 RCW – CHAPTER 458-61A WAC

**THIS AFFIDAVIT WILL NOT BE ACCEPTED UNLESS ALL AREAS ON ALL PAGES ARE FULLY COMPLETED**

(See back of last page for instructions)

Check box if partial sale of property

If multiple owners, list percentage of ownership next to name.

<b>1</b> SELLER GRANTOR	Name <u>Alexander W. Murry</u>	<b>2</b> BUYER GRANTEE	Name <u>Katherine T. Murry</u>
	Mailing Address <u>15309 NE 85th St</u>		Mailing Address <u>9800 130th Ave NE</u>
	City/State/Zip <u>Redmond WA 98052</u>		City/State/Zip <u>Kirkland WA 98033</u>
	Phone No. (including area code) <u>(425) 645-9087</u>		Phone No. (including area code) <u>(425) 466-7643</u>
<b>3</b>	Send all property tax correspondence to: <input checked="" type="checkbox"/> Same as Buyer/Grantee	List all real and personal property tax parcel account numbers – check box if personal property	List assessed value(s)
Name _____	54637-890 <input type="checkbox"/>	_____ <input type="checkbox"/>	_____
Mailing Address _____	_____ <input type="checkbox"/>	_____ <input type="checkbox"/>	_____
City/State/Zip _____	_____ <input type="checkbox"/>	_____ <input type="checkbox"/>	_____
Phone No. (including area code) _____	_____ <input type="checkbox"/>	_____ <input type="checkbox"/>	_____

**4** Street address of property: 9800 130th Ave NE, Kirkland WA 98033  
 This property is located in **Kirkland**  
 Check box if any of the listed parcels are being segregated from another parcel, are part of a boundary line adjustment or parcels being merged.  
 Legal description of property (if more space is needed, you may attach a separate sheet to each page of the affidavit)  
Lot 3, Evergreen Village Division Number 2, According to the Plat thereof Recorded in Volume 48 of Plats, Page 13, Records of King County, Washington.

**5** Select Land Use Code(s):  
11 - Household, single family units  
 enter any additional codes: \_\_\_\_\_  
 (See back of last page for instructions)

Was the seller receiving a property tax exemption or deferral under chapters 84.36, 84.37, or 84.38 RCW (nonprofit organization, senior citizen, or disabled person, homeowner with limited income)?  
 YES  NO

**6**

Is this property designated as forest land per chapter 84.33 RCW? YES  NO

Is this property classified as current use (open space, farm and agricultural, or timber) land per chapter 84.34? YES  NO

Is this property receiving special valuation as historical property per chapter 84.26 RCW? YES  NO

If any answers are yes, complete as instructed below.

**(1) NOTICE OF CONTINUANCE (FOREST LAND OR CURRENT USE)**  
 NEW OWNER(S): To continue the current designation as forest land or classification as current use (open space, farm and agriculture, or timber) land, **you must sign on (3) below.** The county assessor must then determine if the land transferred continues to qualify and will indicate by signing below. If the land no longer qualifies or you do not wish to continue the designation or classification, it will be removed and the compensating or additional taxes will be due and payable by the seller or transferor at the time of sale. (RCW 84.33.140 or RCW 84.34.108). Prior to signing (3) below, you may contact your local county assessor for more information.

This land  does  does not qualify for continuance.

\_\_\_\_\_  
 DEPUTY ASSESSOR DATE

**(2) NOTICE OF COMPLIANCE (HISTORIC PROPERTY)**  
 NEW OWNER(S): To continue special valuation as historic property, **sign (3) below.** If the new owner(s) does not wish to continue, all additional tax calculated pursuant to chapter 84.26 RCW, shall be due and payable by the seller or transferor at the time of sale.

**(3) OWNER(S) SIGNATURE**  
 \_\_\_\_\_  
 PRINT NAME

**7** List all personal property (tangible and intangible) included in selling price.

If claiming an exemption, list WAC number and reason for exemption:  
 WAC No. (Section/Subsection) 458-61A-203(2)  
 Reason for exemption \_\_\_\_\_  
Division in divorce

Type of Document Quit Claim Deed  
 Date of Document 8/25/16

Gross Selling Price	\$ _____
*Personal Property (deduct)	\$ _____
Exemption Claimed (deduct)	\$ _____
Taxable Selling Price	\$ 0.00
Excise Tax : State	\$ 0.00
0.0050 Local	\$ 0.00
*Delinquent Interest: State	\$ _____
Local	\$ _____
*Delinquent Penalty	\$ _____
Subtotal	\$ 0.00
*State Technology Fee	\$ 5.00
*Affidavit Processing Fee	\$ _____
Total Due	\$ 10.00

**A MINIMUM OF \$10.00 IS DUE IN FEE(S) AND/OR TAX**  
 \*SEE INSTRUCTIONS

**8** I CERTIFY UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

Signature of Grantor or Grantor's Agent _____	Signature of Grantee or Grantee's Agent _____
Name (print) <u>Alexander T. Murry</u>	Name (print) <u>Katherine W. Murry</u>
Date & city of signing: _____	Date & city of signing: _____

**Perjury:** Perjury is a class C felony which is punishable by imprisonment in the state correctional institution for a maximum term of not more than five years, or by a fine in an amount fixed by the court of not more than five thousand dollars (\$5,000.00), or by both imprisonment and fine (RCW 9A.20.020 (1C)).

**REAL ESTATE EXCISE TAX AFFIDAVIT**

This form is your receipt when stamped by cashier.

PLEASE TYPE OR PRINT

CHAPTER 82.45 RCW – CHAPTER 458-61A WAC

**THIS AFFIDAVIT WILL NOT BE ACCEPTED UNLESS ALL AREAS ON ALL PAGES ARE FULLY COMPLETED**

(See back of last page for instructions)

Check box if partial sale of property

If multiple owners, list percentage of ownership next to name.

SELLER GRANTOR	1 Name <u>Alexander W. Murry</u>	BUYER GRANTEE	2 Name <u>Katherine T. Murry</u>
	Mailing Address <u>15309 NE 85th St</u>		Mailing Address <u>9800 130th Ave NE</u>
	City/State/Zip <u>Redmond WA 98052</u>		City/State/Zip <u>Kirkland WA 98033</u>
	Phone No. (including area code) <u>(425) 645-9087</u>		Phone No. (including area code) <u>(425) 466-7643</u>
3 Send all property tax correspondence to: <input checked="" type="checkbox"/> Same as Buyer/Grantee	List all real and personal property tax parcel account numbers – check box if personal property		List assessed value(s)
Name _____	<u>54637-890</u> <input type="checkbox"/>		
Mailing Address _____	<input type="checkbox"/>		
City/State/Zip _____	<input type="checkbox"/>		
Phone No. (including area code) _____	<input type="checkbox"/>		

4 Street address of property: 9800 130th Ave NE, Kirkland WA 98033  
 This property is located in Kirkland  
 Check box if any of the listed parcels are being segregated from another parcel, are part of a boundary line adjustment or parcels being merged.  
 Legal description of property (if more space is needed, you may attach a separate sheet to each page of the affidavit)  
Lot 3, Evergreen Village Division Number 2, According to the Plat thereof Recorded in Volume 48 of Plats, Page 13, Records of King County, Washington.

5 Select Land Use Code(s):  
11 - Household, single family units  
 enter any additional codes: \_\_\_\_\_  
 (See back of last page for instructions)

Was the seller receiving a property tax exemption or deferral under chapters 84.36, 84.37, or 84.38 RCW (nonprofit organization, senior citizen, or disabled person, homeowner with limited income)?  
 YES  NO

6 Is this property designated as forest land per chapter 84.33 RCW? YES  NO   
 Is this property classified as current use (open space, farm and agricultural, or timber) land per chapter 84.34? YES  NO   
 Is this property receiving special valuation as historical property per chapter 84.26 RCW? YES  NO   
 If any answers are yes, complete as instructed below.

**(1) NOTICE OF CONTINUANCE (FOREST LAND OR CURRENT USE)**  
 NEW OWNER(S): To continue the current designation as forest land or classification as current use (open space, farm and agriculture, or timber) land, **you must sign on (3) below.** The county assessor must then determine if the land transferred continues to qualify and will indicate by signing below. If the land no longer qualifies or you do not wish to continue the designation or classification, it will be removed and the compensating or additional taxes will be due and payable by the seller or transferor at the time of sale. (RCW 84.33.140 or RCW 84.34.108). Prior to signing (3) below, you may contact your local county assessor for more information.  
 This land  does  does not qualify for continuance.

\_\_\_\_\_  
 DEPUTY ASSESSOR DATE

**(2) NOTICE OF COMPLIANCE (HISTORIC PROPERTY)**  
 NEW OWNER(S): To continue special valuation as historic property, **sign (3) below.** If the new owner(s) does not wish to continue, all additional tax calculated pursuant to chapter 84.26 RCW, shall be due and payable by the seller or transferor at the time of sale.

**(3) OWNER(S) SIGNATURE**  
 \_\_\_\_\_  
 PRINT NAME

7 List all personal property (tangible and intangible) included in selling price.

If claiming an exemption, list WAC number and reason for exemption:  
 WAC No. (Section/Subsection) 458-61A-203(2)  
 Reason for exemption Division in divorce  
 Type of Document Quit Claim Deed  
 Date of Document 8/25/16

Gross Selling Price \$	_____
*Personal Property (deduct) \$	_____
Exemption Claimed (deduct) \$	_____
Taxable Selling Price \$	0.00
Excise Tax : State \$	0.00
<span style="border: 1px solid red; padding: 2px;">0.0050</span> Local \$	0.00
*Delinquent Interest: State \$	_____
Local \$	_____
*Delinquent Penalty \$	_____
Subtotal \$	0.00
*State Technology Fee \$	5.00
*Affidavit Processing Fee \$	_____
Total Due \$	10.00

**A MINIMUM OF \$10.00 IS DUE IN FEE(S) AND/OR TAX**  
 \*SEE INSTRUCTIONS

8 I CERTIFY UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

Signature of Grantor or Grantor's Agent _____	Signature of Grantee or Grantee's Agent _____
Name (print) <u>Alexander T. Murry</u>	Name (print) <u>Katherine W. Murry</u>
Date & city of signing: _____	Date & city of signing: _____

**Perjury:** Perjury is a class C felony which is punishable by imprisonment in the state correctional institution for a maximum term of not more than five years, or by a fine in an amount fixed by the court of not more than five thousand dollars (\$5,000.00), or by both imprisonment and fine (RCW 9A.20.020 (1C)).

**REAL ESTATE EXCISE TAX AFFIDAVIT**

This form is your receipt when stamped by cashier.

PLEASE TYPE OR PRINT

CHAPTER 82.45 RCW – CHAPTER 458-61A WAC

**THIS AFFIDAVIT WILL NOT BE ACCEPTED UNLESS ALL AREAS ON ALL PAGES ARE FULLY COMPLETED**

(See back of last page for instructions)

Check box if partial sale of property

If multiple owners, list percentage of ownership next to name.

SELLER GRANTOR	1 Name <u>Alexander W. Murry</u>	BUYER GRANTEE	2 Name <u>Katherine T. Murry</u>
	Mailing Address <u>15309 NE 85th St</u>		Mailing Address <u>9800 130th Ave NE</u>
	City/State/Zip <u>Redmond WA 98052</u>		City/State/Zip <u>Kirkland WA 98033</u>
	Phone No. (including area code) <u>(425) 645-9087</u>		Phone No. (including area code) <u>(425) 466-7643</u>
3 Send all property tax correspondence to: <input checked="" type="checkbox"/> Same as Buyer/Grantee	List all real and personal property tax parcel account numbers – check box if personal property		List assessed value(s)
Name _____	54637-890 <input type="checkbox"/>		_____
Mailing Address _____	<input type="checkbox"/>		_____
City/State/Zip _____	<input type="checkbox"/>		_____
Phone No. (including area code) _____	<input type="checkbox"/>		_____

4 Street address of property: 9800 130th Ave NE, Kirkland WA 98033

This property is located in Kirkland

Check box if any of the listed parcels are being segregated from another parcel, are part of a boundary line adjustment or parcels being merged.

Legal description of property (if more space is needed, you may attach a separate sheet to each page of the affidavit)

Lot 3, Evergreen Village Division Number 2, According to the Plat thereof Recorded in Volume 48 of Plats, Page 13, Records of King County, Washington.

5 Select Land Use Code(s):

11 - Household, single family units

enter any additional codes: \_\_\_\_\_

(See back of last page for instructions)

Was the seller receiving a property tax exemption or deferral under chapters 84.36, 84.37, or 84.38 RCW (nonprofit organization, senior citizen, or disabled person, homeowner with limited income)?

YES  NO

6

Is this property designated as forest land per chapter 84.33 RCW? YES  NO

Is this property classified as current use (open space, farm and agricultural, or timber) land per chapter 84.34? YES  NO

Is this property receiving special valuation as historical property per chapter 84.26 RCW? YES  NO

If any answers are yes, complete as instructed below.

**(1) NOTICE OF CONTINUANCE (FOREST LAND OR CURRENT USE)**

NEW OWNER(S): To continue the current designation as forest land or classification as current use (open space, farm and agriculture, or timber) land, **you must sign on (3) below.** The county assessor must then determine if the land transferred continues to qualify and will indicate by signing below. If the land no longer qualifies or you do not wish to continue the designation or classification, it will be removed and the compensating or additional taxes will be due and payable by the seller or transferor at the time of sale. (RCW 84.33.140 or RCW 84.34.108). Prior to signing (3) below, you may contact your local county assessor for more information.

This land  does  does not qualify for continuance.

\_\_\_\_\_  
DEPUTY ASSESSOR

\_\_\_\_\_  
DATE

**(2) NOTICE OF COMPLIANCE (HISTORIC PROPERTY)**

NEW OWNER(S): To continue special valuation as historic property, **sign (3) below.** If the new owner(s) does not wish to continue, all additional tax calculated pursuant to chapter 84.26 RCW, shall be due and payable by the seller or transferor at the time of sale.

**(3) OWNER(S) SIGNATURE**

\_\_\_\_\_  
PRINT NAME

7 List all personal property (tangible and intangible) included in selling price.

If claiming an exemption, list WAC number and reason for exemption:

WAC No. (Section/Subsection) 458-61A-203(2)

Reason for exemption Division in divorce

Type of Document Quit Claim Deed

Date of Document 8/25/16

Gross Selling Price \$	_____
*Personal Property (deduct) \$	_____
Exemption Claimed (deduct) \$	_____
Taxable Selling Price \$	0.00
Excise Tax : State \$	0.00
<span style="border: 1px solid red; padding: 2px;">0.0050</span> Local \$	0.00
*Delinquent Interest: State \$	_____
Local \$	_____
*Delinquent Penalty \$	_____
Subtotal \$	0.00
*State Technology Fee \$	5.00
*Affidavit Processing Fee \$	_____
Total Due \$	10.00

**A MINIMUM OF \$10.00 IS DUE IN FEE(S) AND/OR TAX**  
\*SEE INSTRUCTIONS

8 I CERTIFY UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

Signature of Grantor or Grantor's Agent _____	Signature of Grantee or Grantee's Agent _____
Name (print) <u>Alexander T. Murry</u>	Name (print) <u>Katherine W. Murry</u>
Date & city of signing: _____	Date & city of signing: _____

**Perjury:** Perjury is a class C felony which is punishable by imprisonment in the state correctional institution for a maximum term of not more than five years, or by a fine in an amount fixed by the court of not more than five thousand dollars (\$5,000.00), or by both imprisonment and fine (RCW 9A.20.020 (1C)).

# INSTRUCTIONS

**Note:** To report a transfer of a controlling interest in real property, please use the Real Estate Excise Tax Affidavit Controlling Interest Transfer Return, [Revenue Form No. 84-0001B](#). This form is available online at <http://dor.wa.gov>.

## Section 1:

Enter the name(s) of seller/grantor. This is the person(s) conveying interest in the property.

## Section 2:

Enter the name(s) of buyer/grantee. This is the person(s) receiving interest in the property.

## Section 3:

- Enter the **name and address** where you would like all future property tax information sent.
- Enter the **tax parcel number** and **current assessed value** for **real and personal property** being conveyed. Check the box to indicate personal property.

## Section 4:

- Enter the street address of the property.
- Enter the county if in unincorporated area. Enter city name if located within a municipality.
- Enter the legal description of the property.

## Section 5:

- Enter the appropriate land use code for the property. Please list all codes that apply on the lines provided in section 5. See [WAC 458-53-030 \(5\)](#) for a complete list.

- |  |  |  |  |
|--|--|--|--|
| • 09 - Land with mobile home   | • 23 - Apparel and other finished products made from fabrics, leather, and similar materials | • 33 - Primary metal industries  | • 71 - Cultural activities/nature exhibitions            |
| • 10 - Land with new building  | • 24 - Lumber and wood products (except furniture)   | • 34 - Fabricated metal products   | • 74 - Recreational activities (golf courses, etc.)      |
| • 11 - Household, single family units                                  | • 25 - Furniture and fixtures  | • 35 - Professional scientific and controlling instruments; photographic and optical goods; watches/clocks manufacturing | • 75 - Resorts and group camps                           |
| • 12 - Multiple family residence (2-4 Units)                           | • 26 - Paper and allied products   | • 39 - Miscellaneous manufacturing   | • 80 - Water or mineral right                            |
| • 13 - Multiple family residence (5 + Units)                           | • 27 - Printing and publishing   | • 50 - Condominiums-other than residential   | • 81 - Agriculture (not in current use)                  |
| • 14 - Residential condominiums  | • 28 - Chemicals   | • 53 - Retail Trade - general merchandise  | • 83 - Agriculture current use <a href="#">RCW 84.34</a> |
| • 15 - Mobile home parks or courts                                     | • 29 - Petroleum refining and related industries   | • 54 - Retail Trade - food   | • 86 - Standing Timber (separate from land)              |
| • 16 - Hotels/motels   | • 30 - Rubber and miscellaneous plastic products   | • 58 - Retail trade - eating & drinking (restaurants, bars)  | • 88 - Forest land designated <a href="#">RCW 84.33</a>  |
| • 17 - Institutional Lodging (convalescent homes, nursing homes, etc.) | • 31 - Leather and leather products  | • 59 - Tenant occupied, commercial properties  | • 91 - Undeveloped Land (land only)                      |
| • 18 - All other residential not coded                                 | • 32 - Stone, clay and glass products  | • 64 - Repair services   | • 94 - Open space land <a href="#">RCW 84.34</a>         |
| • 19 - Vacation and cabin  |  | • 65 - Professional services (medical, dental, etc.)   | • 95 - Timberland classified <a href="#">RCW 84.34</a>   |
| • 21 - Food and kindred products                                       |  |  | • 96 - Improvements on leased land                       |
| • 22 - Textile mill products   |  |  |  |

## Section 6:

Indicate whether the property is designated as forest land per chapter [84.33 RCW](#), classified as current use (open space, farm, agricultural, or timber) per chapter [84.34 RCW](#), or receiving special valuation as historic property per chapter [84.26 RCW](#).

## Section 7:

- List **personal property** included in the selling price of the real property. For example, include tangible (furniture, equipment, etc) and intangible (goodwill, agreement not to compete, etc).
- **Use Tax** is due on personal property purchased without payment of the sales tax. Use Tax may be reported on your Combined Excise Tax Return or a Consumer Use Tax Return, both available at <http://dor.wa.gov>.
- If you are claiming a **tax exemption**, cite the specific Washington Administrative Code (WAC) number, section and subsection and provide a brief explanation. Most tax exemptions require specific documentation. Refer to the appropriate WAC to determine documentation requirements. Chapter [458-61A WAC](#) is available online at <http://dor.wa.gov>.
- Enter the **type of document** (quit claim deed, statutory warranty deed, etc.), and **date of document** (MM/DD/YYYY)
- Enter the **selling price** of the property.
- **Selling price:** For tax purposes, the selling price is the true and fair value of the property conveyed. When property is conveyed in an arm's length transaction between unrelated persons for valuable consideration, there is a presumption that the selling price is equal to the total consideration paid or contracted to be paid, including any indebtedness. Refer to [RCW 82.45.030](#) for more information about selling price.
- **Deduct** the amount of **personal property** included in the selling price.
- **Deduct** the amount of **tax exemption** claimed per chapter [458-61A WAC](#).
- **Due Date, Interest and Penalties:** Tax is due at the time of sale/transfer. If tax is not paid within one month of the date of sale/transfer, interest and penalties will apply. The interest rate is variable and determined per [RCW 82.32.050](#). Delinquent penalties are 5% one month after the due date; 10% two months after the due date; and 20% three months after the due date. ([RCW 82.45.100](#))
- **State Technology Fee:** A \$5.00 Electronic Technology Fee that is due on all transactions. ([82.45.180](#))
- **Affidavit Processing Fee:** A minimum of \$5.00 shall be collected in the form of tax and processing fee. A processing fee is due on all transactions where no tax is due and on all taxable transactions where the tax due is less than \$5.00. ([RCW 82.45.180](#))

## Section 8:

Both grantor (seller) and grantee (buyer), or the agent of each, must sign this form, certifying that all the information provided is correct. Note: Original signatures required on the "County Treasurer" copy. Signatures may be required on the "Assessors" copy. Check with your county.

## Where to send completed forms:

Completed forms should be submitted to the County Treasurer's or Recorder's Office where the property is located.

## Audit:

Information you provide on this form is subject to audit by the Department of Revenue. Underpayments of tax will result in the issuance of a tax assessment with interest and penalties. Note: in the event of an audit, it is the taxpayers' responsibility to provide documentation to support the selling price or any exemption claimed. **This documentation must be maintained for a minimum of four years from date of sale.** ([RCW 82.45.100](#))

## Ruling requests:

You may request a predetermination of your tax liability. The written opinion will be binding on both you and the Department based on the facts presented ([WAC 458-20-100\(9\)](#)). Send your ruling request to:

Department of Revenue  
Taxpayer Information & Education  
P.O. Box 47478  
Olympia, WA 98504-7478  
FAX (360) 705-6655

# **Declaration in Lieu of Formal Proof**

EXAMPLE

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26

**SUPERIOR COURT OF WASHINGTON, COUNTY OF KING**

<b>In re the Marriage Of:</b>  Petitioner:  <u>ALEXANDER W. MURRY</u>  And Respondent: <u>KATHERINE T. MURRY</u>	NO. 16-3-12345-6 SEA  DECLARATION OF PETITIONER IN LIEU OF FORMAL PROOF
---	---

I certify that I am Alexander W. Murry. I am over the age of 18, and have personal knowledge of the facts and circumstances in this case. This Declaration is in lieu of formal proof. I request the immediate entry of the Findings of Fact and Decree of Dissolution without the necessity of a personal appearance.

**Residence.** I was a resident of the State of Washington when the Petition was filed. My wife also lived in the State while we were married.

**90 Day Waiting Period.** Does not apply: we agreed to be legally separated.

**Default.** The Respondent is not in default.

**Marriage.** We were married on 03/18/1998 in WA and separated on 08/01/2016.

**Pregnancy.** My wife is not pregnant.

**Children:** All dependent children are listed in the parenting plan.

**Property.** The division of property and liabilities is fair and equitable.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26

I hereby certify under penalty of perjury under the laws of the State of Washington that the above statements are true and correct to the best of my knowledge.

DATED at Bellevue, Washington, this \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Alexander W. Murry

EXAMPLE