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Jones v. Jones
Sample Divorce Pleadings

State Certificate of Dissolution

**Certificate of Dissolution
Declaration of Invalidity of Marriage
Or Legal Separation
Washington State Department of Health Vital Statistics Form**

Is case to be electronically filed?

- Yes. Complete this form and upload to King County Clerk's E-Filing Website.
 No., Do not complete this form. Obtain the form required for cases filed in the traditional paper method."

Husband Information:

Name (first, middle, last): Edward E. Jones

Date of Birth (mm/dd/yyyy): 07/01/1985 Social Security Number: 555-55-5555

Birth State (If not USA, give Country): Washington

Current Residence (Number and Street): 4425 66th Ave SE

City/Town/Location: Bothell Inside City Limits: yes no

County: King State: WA

Wife Information:

Name (first, middle, last): Samantha A. Jones

Date of Birth (mm/dd/yyyy): 09/22/1989 Social Security Number: 444-44-4444

Birth State (If not USA, give Country): Washington

Current Residence (Number and Street): 7766 45th Ave SE

City/Town/Location: Shoreline Inside City Limits: yes no

County: King State: WA

Place of this Marriage – County: King State: Washington

Date of this Marriage (mm/dd/yyyy): 10/01/2010

Number of Children Born alive of this Marriage: 2

Petitioner: Husband Wife Both Other (specify)

Name of Petitioner's Attorney or Pro Se: Craig Jonathan Hansen

Petitioner's Address: 4425 66th Ave SE, Bothell WA 98007

CIF

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):** Edward E. Jones2. 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 No4. **Your Information**

Full name (first, middle, last): Edward E. Jones		Date of birth (MM/DD/YYYY): 07/01/1985	Sex: <input checked="" type="checkbox"/> M <input type="checkbox"/> F
Driver's license/Identicard (#, state): WDLGH5644EA	Race: Caucasian	Relationship to children in this case: Father	
Mailing address (This address will not be kept private.) (street address or PO box, city, state zip): 4425 66th Ave SE, Bothell WA 98007			

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): 4425 66th Ave SE, Bothell WA 98007		
Phone: 425-111-2345	Email: Edwardxxxs@hotmail.com	Social Sec. #:555-55-5555
Employer's name:		Employer's phone:
Employer's address:		

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

Full name (first, middle, last): Samantha A. Jones		Date of birth (MM/DD/YYYY): 09/22/1989	Sex: <input checked="" type="checkbox"/> M <input type="checkbox"/> F
Driver's license/Identicard (#, state): XXXSAMAJ243A	Race: Caucasian	Relationship to children in this case: Mother	
Mailing address (This address will not be kept private.) (street address or PO box, city, state zip): 7766 45th Ave SE, Shoreline WA 98977			

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): 7766 45th Ave SE, Shoreline WA 98977		
Phone: 425-222-6754	Email: SamanthaXXX@yahoo.com	Social Sec. 444-44-4444
Employer's name:		Employer's phone:

Employer's address:

➤ **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. Timothy A. Jones	01/15/2012	Cau.	<input checked="" type="checkbox"/> M		<input checked="" type="checkbox"/> Petitioner Respondent
2. Sally H. Jones	03/18/2014	Cau.	<input checked="" type="checkbox"/> F		<input checked="" type="checkbox"/> Petitioner Respondent
3.			<input checked="" type="checkbox"/> M <input checked="" type="checkbox"/> F		<input type="checkbox"/> Petitioner Respondent

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.	

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.	

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):
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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: _____

Edward E. Jones

Summons

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Superior Court of Washington, County of King

In re the marriage of:
Petitioner:

EDWARD E. JONES

And Respondent:

SAMANTHA A. JONES

No. _____

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

**Summons:
Notice about a Marriage or Domestic Partnership**

To the Respondent:

- 1. The petitioner has started an action asking the court to end your marriage.

Additional requests, if any, are stated in the petition, a copy of which is attached to this summons.
- 2. You must **respond** to this summons and petition by serving a copy of your written response on the person signing this summons and by filing the original with the clerk of the court.

If you do not serve your written response within **20 days** (or 60 days if you are served outside of the state of Washington) after the date this summons was served on you, exclusive of the day of service, the court may enter an order of default against you, and the court may, without further notice to you, enter a decree and approve or provide for the relief requested in the petition.

In the case of a dissolution of marriage or domestic partnership, the court will not enter the final decree until at least 90 days after filing and service. If you serve a notice of appearance on the undersigned person, you are entitled to notice before an order of

1 default or a decree may be entered.

2 3. Your written response to the summons and petition must be on one of these forms:

- 3 • *Response to Petition about a Marriage* (FL Divorce 211) if you are married, or
- 4 • *Response to Petition about a Registered Domestic Partnership* (FL Divorce 212) if you are a domestic partner.

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

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


10 5. If this action has not been filed with the court, you may demand that the petitioner file this action with the court. If you do so, the demand must be in writing and must be served upon the person signing this summons. Within 14 days after you serve the demand, the petitioner must file this action with the court, or the service on you of this summons and petition will be void.

11 6. If you wish to seek the advice of an attorney in this matter, you should do so promptly so that your written response, if any, may be served on time.

12 7. One method of serving a copy of your response on the petitioner is to send it by certified mail with return receipt requested.

13 This summons is issued pursuant to RCW 4.28.180 and Superior Court Civil Rule 4.1 of the state of Washington.

14 Dated: 07/20/2020

15  24060
 16 Signature of Petitioner or Lawyer/WSBA No.

17 Craig Jonathan Hansen
 18 Print or Type Name

19 ***File original of your response with the clerk of the court at:***

20 King County Superior Court
 21 E609, King Co. Courthouse
 22 516 Third Avenue
 23 Seattle, WA, 98104

20 ***Serve a copy of your response on:***

21 Craig Jonathan Hansen
 22 12000 NE. 8th St., Suite 202
 23 Bellevue, WA 98005

Petition for Dissolution/Legal Separation

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Superior Court of Washington, County of King

In re the marriage of:
Petitioner:

EDWARD E. JONES

And Respondent:

SAMANTHA A. JONES

No. _____

Petition for Divorce (Dissolution)
(PTDSS)

Petition for Divorce (Dissolution)

1. Information about the parties

Petitioner lives in King County, WA.

Respondent lives in King County, WA.

2. Information about the marriage

We were married on 10/01/2010 in King County.

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 06/01/2020, 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.

1 The court **has** personal jurisdiction over the Respondent because:

2 The Respondent lives in Washington State.

3 **5. Is one of the spouses pregnant?** No

4 **6. Children of the marriage**

5 My spouse and I have the following children together who are still dependent:

6

Child's name	Age
Timothy A. Jones	8
Sally H. Jones	6

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8 **a. Children's home/s**

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

- 10
- 11 • on an Indian reservation,
 - 12 • outside Washington state,
 - 13 • in a foreign country, or
 - 14 • with anyone who is not a party to this case?

15 No.

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

17 Do you know of anyone besides you and your spouse who has (or claims to have) a legal right to spend time with any of the children? No.

18 **c. Other court cases involving a child**

19 Do you know of any court cases involving any of the children? No.

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

21 The court **can** approve a *Parenting Plan* for the children my spouse and I have together because:

22 **Home state jurisdiction** – Washington is the children's home state because :

23 The child(ren) 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.

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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) 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.

10. Children from other relationships

Neither spouse has children from other relationships who are still dependent.

11. Written Agreements

Have you and your spouse signed a prenuptial agreement, separation contract or community property agreement? No.

12. Real Property

Neither spouse owns any real property.

13. Personal Property

I ask the court to divide the personal property according to the Agreed Decree.

14. Debts

I ask the court to divide the debts according to the Agreed Decree described in **11** above.

15. Spousal Support

Spousal support is **not** needed.

16. Fees and Costs

No request.

17. 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*.

18. Restraining Order

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

No.

19. Name change

No request.


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: _____ Date: _____

Edward E. Jones

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



Craig Jonathan Hansen 07/24/2020
WSBA 24060 Date
Attorney for Petitioner

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

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

Samantha A. Jones/ Respondent Date

Acceptance of Service

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Superior Court of Washington, County of King

In re:

Petitioner:

EDWARD E. JONES

And Respondent:

SAMANTHA A. JONES

No. _____

Service Accepted
(ACSR)

Service Accepted

1. I am Samantha A. Jones. I accept service of the following documents:

Petition to/for: Divorce
Summons
Order Setting Case Schedule
King County Temporary Restraining Order

2. **Personal Jurisdiction:**

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

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.

Joinder

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Superior Court of Washington, County of King

In re:

Petitioner:

EDWARD E. JONES

And Respondent:

SAMANTHA A. JONES

No. _____

Agreement to Join Petition (Joinder)
(JN)

Agreement to Join Petition (Joinder)

- 1. My name is: Samantha A. Jones.
- 2. **I have read and I agree to join the *Petition* filed by the other side:**

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

- 3. **Other:** Does not apply.

_____ Samantha A. Jones _____
Sign here *Print name* *Date*

Parenting Plan

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Superior Court of Washington, County of King

In re: Petitioner: EDWARD E. JONES	No. _____ Parenting Plan (PPP / PPT / PP)
And Respondent: SAMANTHA A. JONES	[X] Clerk's action required: 1

Parenting Plan

1. This parenting plan is a **Court Order** signed by a judge or commissioner. This is a Final order (PP).

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

Child's name	Age
Timothy A. Jones	8
Sally H. Jones	6

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

a. Abandonment, neglect, child abuse, domestic violence, assault, or sex offense.

Neither parent has any of these problems.

b. Other problems that may harm the children's best interests:

Neither parent has any of these problems.

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4. Limitations on a parent

Does not apply. There are no reasons for limitations checked in **3.a.** or **3.b.** above.

5. Decision-making

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

a. Who can make major decisions about the children?

Type of Major Decision	Joint <i>(parents make these decisions together)</i>	Limited <i>(only the parent named below has authority to make these decisions)</i>
School / Educational	[X]	
Health care (not emergency)	[X]	
Extracurricular Activities	[X]	

Note: mother may make routine appointments for the medical providers, dentists, school, etc., but she will make a good-faith effort to schedule the appointments around the father's schedule. Mother will notify the father of any appointment she makes, and to the extent feasible, if the father can make the appointment, will ensure that the provider will be on speakerphone/face time during the appointment.

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

There are no reasons to limit major decision-making.

6. Dispute Resolution - If you and the other parent disagree:

From time to time, the parents may have disagreements about shared decisions or about what parts of this parenting plan mean. To solve disagreements about this parenting plan, the parents will go to a dispute resolution provider or court. The court may only require a dispute resolution provider if there are no limitations in **3a.**

a. The parents will go to the dispute resolution provider below:

Mediation: King County Family Court Services

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

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- b. If mediation, arbitration, or counseling is required, one parent must notify the other parent by: email or text.

The parents will pay for the mediation, as follows: father will pay 50% and mother will pay 50%.

What to expect in the dispute resolution process

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

7. Custodian

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The custodian is the mother solely for the purpose of all state and federal statutes which require a designation of determination of custody. Even though one parent is called the custodian, this does not change the parenting rights and responsibilities described in this plan.

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

Parenting Time Schedule (Residential Provisions)

8. School Schedule

a. Children under School-Age

The schedule for children under school-age is the same as for school-age children.

b. School-Age Children

This schedule will apply immediately.

The children are scheduled to live both parents on a 50/50 schedule. On a 14 day rotation, the children will live with the father during week one, and the mother in week two. Transfer will be Sunday nights at 6:00 PM, unless agreed otherwise.

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9. Summer Schedule

Summer begins and ends according to the school calendar.

The Summer Schedule is the **same** as the School Schedule **except** that each parent shall spend 2 weeks of uninterrupted vacation time with the children each summer. The parents shall confirm their vacation schedules in writing by the end of May each year. The parents agree that the father will have priority for 2 weeks in odd years, and the mother will have priority for 2 weeks in even years. If the parent with priority does not tell the other parent by the end in May, the other parent is free to make plans for the summertime, and the parent with priority will still get there 2 weeks, but will have to do it around the other parents' vacation schedule.

10. Holiday Schedule (includes school breaks)

This is the Holiday Schedule for all children:

Holiday	Children with Father	Children with Mother
MLK Junior Day	Goes with parent that has the Saturday and Sunday before.	
Presidents Day	If a Monday, goes with parent that has the Saturday or Sunday before. If part of midwinter break, then goes with midwinter break.	
Mid – Winter Break	Even with father. Starts Monday at 3 PM, and ends the following Monday at 3 PM PM.	Odd with mother. Starts Monday at 3 PM, and ends the following Monday at 3 PM PM.
Spring Break	Odd with father. Starts Monday at 3 PM and ends the following Monday at 3 PM PM.	Even with mother. Starts Monday at 3 PM, and ends the following Monday at 3 PM PM.
Mother's Day		Every year with mother, from Saturday night at 5 PM, to that Sunday at 8 PM.
Memorial Day	Goes with parent that has the Saturday and Sunday before.	
Father's Day	Every year with father, from Saturday night at 5 PM, to that Sunday at 8 PM.	
4th of July	With father in even years, and runs from 9 AM July 4-9 a.m. July 5.	With mother in odd years, and runs from 9 AM July 4-9 a.m. July 5.
Labor Day	Goes with parent that has the Saturday and Sunday before.	

1	Thanksgiving Vacation	With father in odd years, and runs from after school Thursday, to Sunday night at 5 PM.	With mother in even years, and runs from after school Thursday, to Sunday night at 5 PM.
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3	Winter Break	Father has first half in even years, and 2nd half in odd years. First half of winter break runs from the day school lets out, to 10 AM on December 25. 2nd half of winter break runs from 10 AM on December 25, to 5 PM the day before school starts.	Mother has second half in even years, and first half in odd years. First half of winter break runs from the day school lets out, to 10 AM on December 25. 2nd half of winter break runs from 10 AM on December 25, to 5 PM the day before school starts.
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8	Christmas Eve	See Winter Break above.	
9	Christmas Day	See Winter Break above.	
10	New Year's Eve/Day	See Winter Break above.	
11	Children's Birthdays	Runs from 5 PM on the child's birthday, to 9 AM the next day. Father has odd years.	Runs from 5 PM on the child's birthday, to 9 AM the next day. Mother has even years.
12	School In-service Days		
13	Note on Holidays:	Holiday schedule (midwinter break, spring break, summer vacation) overrides the regular visitation schedule. When the vacation is over, the regular visitation schedule continues as if the holiday never happened.	
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11. Conflicts in Scheduling

The Holiday Schedule must be observed over all other schedules. If there are conflicts within the Holiday Schedule:

Named holidays shall be followed before school breaks.

Children's birthdays shall be followed before named holidays and school breaks.

12. 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 **picking up** parent - The parent who is about to **start** parenting time with the children must arrange to have the children picked up.

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13. Moving with the Children (Relocation)

Anyone with majority or substantially equal residential time (at least 45 percent) who wants to move with the children **must notify** every other 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 relocating person 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 relocating person could not reasonably have known enough information to complete the form in time to give 60 days' notice, s/he must give notice within **5 days** after learning the information.
- If the relocating person 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 relocating person 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 relocating person 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 relocating person 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 relocating person 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 relocating person to bring the children back if the move has already happened, and ordering the relocating person 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 relocating person's proposed *Parenting Plan*. If the move is within the same school district, the other party doesn't have the right to object to

1 the move but s/he may ask to change the *Parenting Plan* if there are adequate reasons
2 under the modification law (RCW 26.09.260).

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

10 ***Right to move***

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

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

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

- 18 • The other party gets a court order saying the children cannot move, or
- 19 • The other party has scheduled a hearing to take place no more than 15 days after
20 the date the *Objection* was served on the relocating person. (However, the
21 relocating person may ask the court for an order allowing the move even though a
22 hearing is pending if the relocating person believes that s/he or a child is at
23 unreasonable risk of harm.)
- 24 • the court may make a different decision about the move at a final hearing on the
25 *Objection*.

26 ***Parenting Plan after move***

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

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

35 ***Forms***

You can find forms about moving with children at:

- The Washington State Courts' website: www.courts.wa.gov/forms,
- The Administrative Office of the Courts - call: (360) 705-5328,
- Washington LawHelp: 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.)

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14. Other

a. Either parent may vary the parenting plan by written or text agreement. Parents expect and agree that the schedule with each parent will vary depending on the children's needs and their schedule.

b. 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.

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. If one parent needs child care while they have the child, they will first offer the time to the other parent.

1 i. Each child shall have reasonable telephone privileges with the parent with whom the
2 children are not then residing without interference by the residential parent. Either parent
3 may buy the children a cell phone for the express purpose of communicating with the
4 children. The parent that buys the child a cell phone, will pay for the cell phone, including
5 data charges. The other parent will not unreasonably withhold the cell phone from the child,
6 although they may withhold a cell phone for disciplinary purposes, or at bedtime. Both
7 parents will have the children's passports to the children's smart phone, and have authority
8 to look through the smart phone to make sure all apps and content are age-appropriate.
9 Both parents have authority to take whatever action they deem necessary with respect to
10 the child's smart phone applications, or social media. If a parent does affect the child's smart
11 phone applications or social media, they will notify the other parent, so the both parents will
12 be on the same page.

13 j. Each child shall be accompanied by the parent with whom the child is residing at the
14 time of a given social event. The other parent shall not limited from attendance at that event,
15 providing such attendance by the non-residential parent is not disruptive to the other
16 parties. Both parents will make sure the other parent is notified of children's birthday
17 parties, and both parents have the right to attend the children's birthday parties, as long as
18 they are not in the other parent's home.

19 k. All coordination with regard to children's schedules, visitation, extra curricular
20 activities, medical or dental care, shall be done directly between the parents, and not by
21 third parties. Parents shall coordinate directly with each other with regard to the children's
22 activities and medical care.

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

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

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

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

p. Neither parent shall advise the children of the status of child support payments or other legal matters regarding the parent's relationship. Neither parent will encourage the children to change their residence.

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

r. The parents will notify each other at least 48 hours before any travel outside of the country. The mother will hold the passports, and will not unreasonably withhold it from the father way that he needs it for travel. Either parent may take the children for vacation internationally to any country that is a signatory to the Hague convention on the civil aspects of international Child abduction. Neither parent will take the children to a non-Hague convention country.

15. Proposal

Does not apply. This is a court order.

1 **16. Court Order**

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

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

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

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

7 **Order** - The parties must follow this *Parenting Plan*.

8 _____
Date

_____ *Judge or Commissioner signs here*

9 **Warning!** If you don't follow this *Parenting Plan*, the court may find you in contempt
10 (RCW 26.09.160). You still have to follow this *Parenting Plan* even if the other parent
11 doesn't.

12 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.

13 **If this is a court order, the parties and/or their lawyers (and any GAL) sign below.**

14 This document:
15 Is an agreement of the parties
Is presented by me

This document:
Is an agreement of the parties
Is presented by me
May be signed by the court without notice to me

18 _____
Craig Jonathan Hansen/ WSB 24060
19 Attorney for Petitioner

Samantha A. Jones
Respondent

21 _____
22 Edward E. Jones / Petitioner

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RCW 26.09.016, .181, .187, .194
Mandatory Form (07/2019)
FL All Family 140

Parenting Plan
p. 12 of 12

Hansen Law Group PS
12000 NE 8th St. Ste 202
Bellevue WA 98005
V: 425-70-6762/ Email:
jhansen@hansenlaw.com

Child Support Order with Worksheets

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Superior Court of Washington, County of King

<p>In re: Petitioner: EDWARD E. JONES And Respondent: SAMANTHA A. JONES</p>	<p>No. _____ Child Support Order Final (ORS) <input checked="" type="checkbox"/> Clerk's Action Required: WSSR</p>
---	--

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 final order.
- 3. The *Child Support Schedule Worksheets* attached or filed separately are approved by the court and made part of this Order.
- 4. **Parents' contact and employment information**

Each parent 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): Edward E. Jones	Parent (name): Samantha A. Jones
Net monthly income \$6,432.68. <i>(line 3 of the Worksheets)</i>	Net monthly income \$5,316.26. <i>(line 3 of the Worksheets)</i>
This income is: <input checked="" type="checkbox"/> this parent's actual agreed income	This income is: <input checked="" type="checkbox"/> this parent's actual agreed income

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): Edward E. Jones	Parent (name): Samantha A. Jones
Does not apply. This parent's actual income is used.	Does not apply. This parent's actual income is used.

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

Parent Name	Standard calculation Worksheets line 17
Edward E. Jones	\$1,295.47
Samantha A. Jones	\$1,068.53

9. Deviation from standard calculation

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

Yes - The monthly child support amount ordered in section **10** deviates downwards because this is a 50/50 parenting plan, and, after considering maintenance, both parents have roughly equivalent amounts of disposable income. This does not leave either parent with insufficient funds in their household.

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

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

5 The father must pay child support to the mother each month as follows for the children listed
6 below:

Child's Name	Age	Amount
Timothy A. Jones	8	\$0.00
Sally H. Jones	6	\$0.00
Total monthly child support amount:		\$0.00

7
8
9 **11. Starting date and payment schedule**

10 *(Only if there is a child support transfer payment.)* The monthly child support amount must
11 be paid starting August 1, 2020 on the following payment schedule: In one payment each
12 month by the 1st day of the month. The child support will be in the other parent's bank
13 account, on the first day of each month. It is the paying parent's responsibility to ensure that
14 the money is available to the payor parent on the first day of each month, and in their bank
15 account. The payor parent will cooperate in providing bank account information. If there are
16 fees for a wire transfer, direct deposit, etc., those fees are the paying parent's responsibility.

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

18 Does not apply.

19 **13. Periodic Adjustment**

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

22 **14. Payment Method (check either Registry or Direct Pay)**

23 **Direct Pay** – Send payment to the other parent or non-parent custodian by:

24 Pay to mother directly. See above.

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.

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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.

Does not apply. There is no good reason to delay income withholding.

16. End date for support

Support must be paid for each child until 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. Tax Issues

Important! Although the personal tax exemptions are currently suspended under federal law through tax year 2025, other tax benefits may flow from claiming a child as dependent.

The parties have the right to claim the children as their dependents for purposes of personal tax exemptions and associated tax credits on their tax forms as follows:

Alternating -the father has the right to claim the children for even years. The other parent has the right to claim the children for the opposite years.

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.

19. Medical Support

Important! Read the Medical Support Warnings at the end of this order. Medical Support includes health insurance (both public and private) and cash payments towards premiums and uninsured medical expenses.

Private health insurance ordered. The father must pay the premium to provide health insurance coverage for the children. The court has considered the needs of the children, the cost and extent of coverage, and the accessibility of coverage.

The Parents agree that the father will continue to support the children on his health insurance, and will continue to pay the premium, including any annual or other increases in the children's health insurance premiums. The cost of the health insurance premiums for the children is included in the agreed child support transfer payment. The mother is not required to contribute to the children's health insurance premium.

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

20. Health care coverage if circumstances change or court has not ordered

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

- A parent, non-parent custodian, or DCS can enforce the medical support requirement.
- If a parent does not provide proof of accessible health care coverage (coverage that can be used for the children's primary care), that parent must:
 - 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 Apple Health or Medicaid, which is assigned to the state.

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 paid by health care coverage.

Children's Expenses for:	Parent: Mother pays monthly	Parent: Father pays monthly	Make payments to:	
			Person who pays the expense	Service Provider
Uninsured medical expenses, including medical, orthodontic, vision, dental, and counseling.	50%	50%	[X]	[X]

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Other shared expenses:

The parents will share the cost for the expenses listed below:

Children's Expenses for:	Parent: Mother pays monthly	Parent: Father pays monthly	Make payments to:	
			Person who pays the expense	Service Provider
Agreed Extracurricular Expenses	50%	50%	[xx]	[]
Work related daycare	50%	50%		
Educational expenses: ASB fees, driver's ed, other fees required or recommended by the school.	50%	50%	[xx]	[]

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

As of this date no parent owes:

[X] Past due child support; past due medical support; past due other expenses

23. Overpayment caused by change

Does not apply.

1
2 **All the warnings below are required by law and are part of the**
3 **order. Do not remove.**
4

5 *Warnings!*

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

- 7
- 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)

8 **If you receive child support...**

9 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)

10 **Medical Support Warnings!**

11 The parents must keep the Support Registry informed whether or not they have access to health care coverage for the children at a reasonable cost, and provide the policy information for any such coverage.
12 * * *

13 **If you are ordered to provide children's health care coverage...**

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

- proof that the children are covered, or
- proof that health care coverage is not available as ordered.

15 Send your proof to the other parent or to the Support Registry (if your payments go there).

16 If you do **not** provide proof of health care coverage:

- 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.

17 **Don't cancel your employer or union health insurance for your children unless the court approves or your job ends and you no longer qualify for insurance as ordered in section 19.**

18 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.

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

20 **Always** inform the Support Registry and any parent if your access to health care coverage changes or ends.

Washington State Child Support Schedule Worksheets

[] Proposed by []

[] State of WA (CSWP)

Or, [] Signed by the Judicial/Reviewing Officer. (CSW)

County King

Case No. _____

Child/ren and Age/s: Timothy Jones, 8; Sally Jones, 6

Parents' names: Edward Jones

Samantha Jones

(Column 1)

(Column 2)

	Edward	Samantha
Part I: Income (see Instructions, page 6)		
1. Gross Monthly Income		
a. Wages and Salaries	\$12500.00	\$3,500.00
b. Interest and Dividend Income	-	-
c. Business Income	-	-
d. Maintenance Received	-	\$2,500.00
e. Other Income	-	-
f. Imputed Income	-	-
g. Total Gross Monthly Income (add lines 1a through 1f)	\$12500.00	\$6,000.00
2. Monthly Deductions from Gross Income		
a. Income Taxes (Federal and State) Tax Year: 2020	\$2,258.62	-
b. FICA (Soc.Sec.+Medicare)/Self-Employment Taxes	\$892.70	\$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	\$2,500.00	-
h. Normal Business Expenses	-	-
i. Total Deductions from Gross Income (add lines 2a through 2h)	\$6,067.32	\$683.75
3. Monthly Net Income (line 1g minus 2i)	\$6,432.68	\$5,316.25
4. Combined Monthly Net Income (add both parents' monthly net incomes from line 3)	\$11,748.93	
5. Basic Child Support Obligation Number of children: 2 x \$1182.00 per child (enter total amount in box →)	\$2,364.00	
6. Proportional Share of Income (divide line 3 by line 4 for each parent)	.548	.452

	Edward	Samantha
Part II: Basic Child Support Obligation (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.)	\$1,295.47	\$1,068.53
8. Calculating low income limitations: Fill in only those that apply.		
Self-Support Reserve: (125% of the federal poverty guideline for a one-person family.)	\$1,329.00	
a. <u>Is combined Net Income Less Than \$1,000? If yes</u> , for each parent enter the presumptive \$50 per child .	-	-
b. <u>Is Monthly Net Income Less Than Self-Support Reserve? If yes</u> , for that parent enter the presumptive \$50 per child .	-	-
c. <u>Is Monthly Net Income equal to or more than Self-Support Reserve? If yes</u> , 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.	\$1,295.47	\$1,068.53
Part III: Health Care, Day Care, and Special Child Rearing Expenses (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 parents' 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)	-	-
Part IV: Gross Child Support Obligation		
15. Gross Child Support Obligation (line 9 plus line 14)	\$1,295.47	\$1,068.53

	Edward	Samantha
Part V: Child Support Credits (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)	-	-
Part VI: Standard Calculation/Presumptive Transfer Payment (see Instructions, page 9)		
17. Standard Calculation (line 15 minus line 16d or \$50 per child whichever is greater)	\$1,295.47	\$1,068.53
Part VII: Additional Informational Calculations		
18. 45% of each parent's net income from line 3 (.45 x amount from line 3 for each parent)	\$2,894.71	\$2,392.31
19. 25% of each parent's basic support obligation from line 9 (.25 x amount from line 9 for each parent)	\$323.87	\$267.13
Part VIII: Additional Factors for Consideration (see Instructions, page 9)		
20. Household Assets (List the estimated present 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

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Superior Court of Washington, County of King

In re the marriage of:
Petitioner:

EDWARD E. JONES

And Respondent:

SAMANTHA A. JONES

No. _____

Findings and Conclusions about a
Marriage
(FNFCL)

Findings and Conclusions about a Marriage

1. Basis for findings and conclusions

Spouses' agreement.

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

2. Notice

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

3. Jurisdiction over the marriage and the spouses

At the time the *Petition* was filed,

The Petitioner lived in Washington State.

The Respondent lived in Washington State.

The Petitioner and Respondent lived in this state while they were married, and the Petitioner still lives in this state or is stationed here as a member of the armed forces.

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

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

3
4 **4. Information about the marriage**

5 The spouses were married on 10/01/2010 in King County.

6 **5. Separation Date**

7 The marital community ended on 06/01/2020. The parties stopped acquiring community property and incurring community debt on this date.

8 **6. Status of the marriage**

9 **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*.

10 **Conclusion:** The Petition for divorce should be approved.

11
12 **7. Separation Contract**

13 There is no separation contract. However, the parties agree that the Agreed Decree of
14 Dissolution, and the accompanying SFC if any, once signed by both parties, even if not
signed by the judge, is a binding CR2A Settlement Agreement, and binds both parties.

15 **8. Real Property**

16 The spouses' real property is listed in the Agreed Decree and accompanying SFC, if any.

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

18 **9. Community Personal Property**

19 The spouses' community personal property is listed in the Agreed Decree and
20 accompanying SFC, if any.

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

22 **10. Separate Personal Property**

23 The **Petitioner's** separate personal property is listed in Agreed Decree and accompanying
24 SFC, if any.

1 The **Respondent's** separate personal property is listed in Agreed Decree and
2 accompanying SFC, if any.

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

5 **11. Community Debt**

6 The spouses' community debt is listed in the Agreed Decree and accompanying SFC, if
7 any.

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

10 **12. Separate Debt**

11 The spouses' separate debt is listed in the Agreed Decree and accompanying SFC, if any.

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

14 **13. Spousal Support**

15 Spousal support was **not** requested.

16 Spousal support was requested.

17 **Conclusion:** Spousal support should be ordered because: Agreement of the parties.

18 **14. Lawyer Fees and Costs**

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

20 **15. Protection Order**

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

22 **16. Restraining Order**

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

24 **17. Pregnancy**

25 Neither spouse is pregnant.

18. Children of the marriage

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The spouses have the following children together who are still dependent:

Children's Names	Age
Timothy A. Jones	8
Sally H. Jones	6

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

The court **can** approve a *Parenting Plan* for the children the spouses have together because:

Home state jurisdiction – Washington is the children's home state because :

The 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 when the case was filed, they have lived in Washington with a parent or someone acting as a parent since birth.

20. Parenting Plan

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.

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22. Other Findings or Conclusions

Does not apply.

Date

Judge or Commissioner

Petitioner and Respondent or their lawyers fill out below:

This document:
Is an agreement of the parties
Is presented by me

This document:
Is an agreement of the parties
Is presented by me
May be signed by the court without notice to me

Craig Jonathan Hansen/ WSB 24060
Attorney for Petitioner

Samantha A. Jones
Respondent

Edward E. Jones / Petitioner

Decree of Dissolution/Legal Separation

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Superior Court of Washington, County of King

In re the marriage of:
Petitioner:

EDWARD E. JONES

And Respondent:

SAMANTHA A. JONES

No. _____

Final Divorce Order (Dissolution Decree)
(DCD)

Final Divorce Order

1. Money Judgment Summary

No money judgment is ordered.

2. Summary of Real Property Judgment

No real property judgment is ordered.

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

3. Marriage

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

4. Name Changes

Neither spouse asked to change his/her name.

5. Separation Contract

1 There is no enforceable separation contract. However the parties agree that this Agreed
2 Decree, along with accompanying SFC, if any, is a binding CR2A agreement, enforceable
as such, once signed by both parties, even before the court signs the final orders.

3 **6. Money Judgment** (summarized in section 1 above)

4 None.

5 **7. Real Property** (summarized in section 2 above)

6 The real property is divided as explained below:

7

Real Property Address/ Tax Parcel Number	Disposition
ID: 56467-909-1755 Address: 7766 45th Ave SE, Shoreline WA 98977	House goes to wife as her separate property. Husband will quit claim the house to the wife immediately. Wife is responsible for mortgage, taxes, and all utilities, as of August 1, 2020. Wife will make good faith efforts to refinance the house in her name alone by December 31, 2020. Both parties agree this may not be possible.

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12 **8. Husbands Personal Property**

13 The following personal property is given to Petitioner as his/her separate property:

14 Husband takes any and all personal property belonging to him. Parties agreed to split the
15 furniture, tools, etc., in the house, by agreement. If they cannot agree, parties agree to use
the first available of John Curry or Dan Williams to arbitrate. Each party will pay 50% of the
16 arbitration fees.

17 2018 Toyota Camry, VIN 1-234-567-8910, in both names, goes to husband as his separate
property. Husband is responsible for the loan and all insurance on the vehicle as of August
18 1, 2020. Parties agree that the joint insurance policy has been paid through October 2020,
and will split the insurance as of November 1, 2020.

19 Husband takes his Microsoft 401(k), as well as his Fidelity IRA number 12345, except for
20 \$85,000 from the Fidelity IRA which will go to the wife.

21 Husband takes the Fidelity investment account number XX2345, in his name alone, except
22 for \$150,000 from the account which goes to the wife. Parties agreed to use the Fidelity
broker to decide on a fair allocation of stocks versus cash.

23
24 **9. Wife's Personal Property**

1 The following personal property is given to Respondent as his/her separate property:

2 Wife takes any and all personal property belonging to her. Parties agreed to split the
3 furniture, tools, etc., in the house, by agreement. If they cannot agree, parties agree to use
4 the first available of John Curry or Dan Williams to arbitrate. Each party will pay 50% of the
5 arbitration fees.

6 2015 Toyota Highlander, VIN 734-619-2678, in both names, goes to wife as her separate
7 property. Toyota is paid for. Parties agree that the joint insurance policy has been paid
8 through October 2020, and will split the insurance as of November 1, 2020.

9 Wife takes her Charles Schwab IRA number 96789. Wife also takes \$85,000 from the
10 husband's Fidelity IRA.

11 Wife takes \$150,000 from the husband's Fidelity investment account. See above.

12
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14 **10. Husbands Debt**

15 The Husband must pay all debts s/he has incurred (made) since the date of separation,
16 unless the court makes a different order about a specific debt below.

17 The Husband must pay all debts listed below: any and all debts in his name alone. Parties
18 agree they have divided all community credit cards and there are no back taxes owed.

19 **11. Wife's Debt**

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

22 The Wife must pay all debts listed below: any and all credit cards in her name alone. Wife
23 also pays the mortgage, etc. on the family home. Wife is responsible for her own student
24 loans.

25 **12. Debt Collection**

If one spouse fails to pay a debt as ordered above and the creditor tries to collect the debt
from the other spouse, the spouse who was ordered to pay the debt must hold 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.

13. Spousal Support

The Husband must pay spousal support as follows:

1 Terms: The husband will pay \$2500 per month, for 36 months, starting on the first of August, 2020.

2
3 Payment Schedule: The monthly spousal support amount must be paid on the following payment schedule:
4 In one payment each month by the 1st day of the month. The support will be in the other parent's bank
5 account, on the first day of each month. It is the paying parent's responsibility to ensure that the money is
6 available to the payor parent on the first day of each month, and in their bank account. The payor parent will
7 cooperate in providing bank account information. If there are fees for a wire transfer, direct deposit, etc.,
8 those fees are the paying parent's responsibility.

9 Whether or not there is an end date, as a matter of law spousal support will end when either spouse dies, or
10 the spouse receiving support gets married or registers a new domestic partnership, unless expressly stated
11 below. (RCW 26.09.170(2).)

12 **Make all payments to** the other spouse directly by direct deposit/transfer to a bank account identified by the
13 receiving party.

14 The receiving party must notify the paying party of any address or account change.

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

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

17 **15. Protection Order**

18 No one requested an *Order for Protection*.

19 **16. Restraining Order**

20 No one requested a *Restraining Order*.

21 **17. Children**

22 This court has jurisdiction over the children as explained in the *Findings and Conclusions*
23 for this case.

24 **18. Parenting Plan**

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

19. Child Support

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

*Tax issues and post-secondary (college or vocational school) support are covered in the
Child Support Order.*

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20. Other orders

Does not apply.

Ordered.

Date

Judge or Commissioner

Petitioner and Respondent or their lawyers fill out below:

This document:
Is an agreement of the parties
Is presented by me

This document:
Is an agreement of the parties
Is presented by me
May be signed by the court without notice to me

Craig Jonathan Hansen/ WSB 24060
Attorney for Petitioner

Samantha A. Jones
Respondent

Edward E. Jones / Petitioner

Declaration in Lieu of Formal Proof

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SUPERIOR COURT OF WASHINGTON, COUNTY OF KING

<p>In re the Marriage Of: Petitioner: EDWARD E. JONES And Respondent: SAMANTHA A. JONES</p>	<p>NO. _____ DECLARATION OF PETITIONER IN LIEU OF FORMAL PROOF</p>
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DECLARATION OF PETITIONER IN LIEU OF FORMAL PROOF

I certify that I am Edward E. Jones. 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 was also living in the State while we were married.

90 Day Waiting Period. It has been more than 90 days, since the divorce was filed, and the acceptance of service was signed. The marriage is irretrievably broken.

Default. The Respondent is not in default.

Marriage. We were married on 10/01/2010 and separated on 06/01/2020.

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Pregnancy. Neither party is pregnant.

Children: There are no minor children.

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

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 _____, 2020.

Edward E. Jones