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FILED

AUG 31 2020

Timothy W. Fitzgerald
SPOKANE COUNTY CLERK

Superior Court of Washington, County of Spokane

In re:

Petitioner/s (person/s who started this case):

SIRINYA SURINA

And Respondent/s (other party/parties):

AARON SURINA

No. 17-3-01817-0

Declaration of Sirinya Surina in Opposition to
Respondent Aaron Surina Motion for Order

(DCLR)

1. My name is Sirinya Surina, I am 35 years old.
2. The proposed motion for order contains vague arguments and suppositions that

respondent Aaron Surina has tried to argue over and over in the court in fact the court of
appeals recently sanctioned him for attorney fees. **[Exhibit A] 9 pgs**
3. Mr. Surina's filing of this action is factually and legally baseless, I have attached the

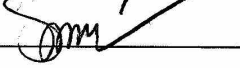
verbatim transcript from our final Nov 27th 2019 hearing in which Judge Price uses very
specific language to address the parenting plan. **[Exhibit B] 63 pgs**
4. I would ask the court to find respondents motion frivolous and dismiss it with it

prejudice.

I declare under penalty of perjury under the laws of the state of Washington that the facts I have
provided on this form (and any attachments) are true. I have attached 72 pages.

Signed at SPOKANE, WA

Date: 8/31/20


Sign here

Sirinya Surina
Print name

Renee S. Townsley
Clerk/Administrator

(509) 456-3082
TDD #1-800-833-6388

*The Court of Appeals
of the
State of Washington
Division III*



500 N Cedar ST
Spokane, WA 99201-1905

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May 14, 2020

E-mail

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CASE # 366961
Aaron Michael Surina v. Sirinya Polarij
SPOKANE COUNTY SUPERIOR COURT No. 193001290

Counsel and Mr. Surina:

Enclosed please find a copy of the opinion filed by the Court today. A party need not file a motion for reconsideration as a prerequisite to discretionary review by the Supreme Court. RAP 13.3(b); 13.4(a). If a motion for reconsideration is filed, it should state with particularity the points of law or fact which the moving party contends the court has overlooked or misapprehended, together with a brief argument on the points raised. RAP 12.4(c). Motions for reconsideration which merely reargue the case should not be filed.

Motions for reconsideration, if any, must be filed within twenty (20) days after the filing of the opinion. Please file the motion electronically through the court's e-filing portal or, if in paper format, only the original motion need be filed. If no motion for reconsideration is filed, any petition for review to the Supreme Court must be filed in this court within thirty (30) days after the filing of this opinion (may be filed by electronic facsimile transmission). The motion for reconsideration and petition for review must be received (not mailed) on or before the dates they are due. RAP 18.5(c).

Sincerely,

A handwritten signature in cursive script that reads "Renee S. Townsley".

Renee S. Townsley
Clerk/Administrator

RST:pb
Enc.

c: **E-mail** Hon. Anthony Hazel

FILED
MAY 14, 2020
In the Office of the Clerk of Court
WA State Court of Appeals, Division III

IN THE COURT OF APPEALS OF THE STATE OF WASHINGTON
DIVISION THREE

AARON SURINA,	)	No. 36696-1-III
	)	
Appellant,	)	
	)	
v.	)	UNPUBLISHED OPINION
	)	
SIRINYA POLARJ (SURINA),	)	
	)	
Respondent.	)	

LAWRENCE-BERREY, J. — Aaron Surina appeals after the trial court dismissed his action to register a Thailand child custody order and imposed CR 11 sanctions against him. We affirm the trial court and impose sanctions against Mr. Surina for a frivolous appeal.

FACTS

In August 2017, one of the parties commenced a dissolution action against the other in Spokane County Superior Court. The trial court entered a temporary child support order and a temporary parenting plan. Mr. Surina litigated issues of child abuse and spousal abuse in that action. He never challenged the court's jurisdiction. At some point, the court set a trial date of June 10, 2019.

No. 36696-1-III
Surina v. Polarj

Around March 2018, Mr. Surina traveled to Thailand and filed an action for dissolution and child custody. The Thailand court entered a default judgment against Sirinya Polarj and gave Mr. Surina custody of the parties' children. Mr. Surina returned to Washington and commenced this action to register the Thailand child custody order.

On February 5, 2019, Ms. Polarj moved to dismiss the newly filed action. In her declaration, Ms. Polarj stated she and her children are American citizens and she had no notice from the Thailand court of the action. Ms. Polarj argued the Spokane County Superior Court had exclusive jurisdiction over the dissolution and child placement proceedings. She also requested sanctions against Mr. Surina under CR 11 for filing a frivolous action.

Mr. Surina responded by asserting Ms. Polarj had notice of the Thailand proceedings, Thailand laws are superior to any other laws, and he filed the Thailand action to prevent an international abduction of his children. As evidence Ms. Polarj received notice, Mr. Surina attached a June 6, 2018 e-mail from a Thailand attorney. In that e-mail, the attorney wrote:

Dear [Mr. Surina],

The officer told me that they ask your ex-wife to come on 19 June. I could not confirm that she will come to the Juvenile Division or not.

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But I will check with the officer again after 19 June that she come or no and I will tell you.

Clerk's Papers (CP) at 17.

The trial court found that Ms. Polarj met her burden to show the Thailand court did not have jurisdiction, and she did not receive proper legal notice before the Thailand order was issued. The trial court, therefore, granted Ms. Polarj's motion to dismiss this action.

The trial court also entered the following findings with respect to Ms. Polarj's request for CR 11 sanctions:

1. Aaron Surina's allegations asserted in the Thailand divorce and Custody pleadings, including but not limited to child abuse and spousal abuse, were litigated in the Spokane County Superior Court, Case No. 17-3-01817-0.^[1]
2. The Thailand custody order was obtained without formal legal notice to Respondent, Sirinya [Polarj].
3. Mr. Surina cites no legal authority supporting his assertion that Thailand's orders supersede the Washington State Superior [Court] Orders that were in effect when he traveled to Thailand to obtain the orders.
4. There is no basis to enforce the Thailand orders. The filing of this notice is a frivolous and vexatious action . . . without basis in law or fact and solely for the purpose of harassing the Respondent.

¹ Mr. Surina devotes much of his briefing in an attempt to relitigate issues of abuse. These issues were already litigated, are not in front of us, and we will not consider them.

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Surina v. Polarj

CP at 107 (third alteration in original). Based on these findings, the trial court granted Ms. Polarj's request for CR 11 sanctions.

Mr. Surina timely appealed both orders.

ANALYSIS

DISMISSAL OF THE THAILAND CHILD CUSTODY ORDER

Mr. Surina contends the trial court erred by dismissing his action to register the Thailand child custody order. We disagree.²

A party can register an out-of-state child custody order in the State of Washington under RCW 26.27.441. The other party can contest the entry of the out-of-state custody order. RCW 26.27.441(4). If this occurs, the trial court holds a hearing and must confirm the registered determination unless the party contesting it demonstrates that:

- (a) The issuing court did not have jurisdiction under Article 2;
- (b) The child custody determination sought to be registered has been vacated, stayed, or modified by a court having jurisdiction to do so under Article 2; or
- (c) The person contesting registration was entitled to notice, but notice was not given in accordance with the standards of RCW 26.27.081, in the proceedings before the court that issued the determination for which registration is sought.

² Mr. Surina has not assigned error to the trial court's findings of fact; therefore, they are verities on appeal. *State v. Homan*, 181 Wn.2d 102, 106, 330 P.3d 182 (2014).

RCW 26.27.441(4). A challenger need only prove one of the above defenses to block registration of an out-of-state custody order. Ms. Polarj asserted subsections (a) and (c) as defenses. Because we conclude below that the Thailand court did not have jurisdiction, we do not reach the question of whether there was adequate notice.

RCW 26.27.211(1) provides, in relevant part:

[A] court of this state that has made a child custody determination consistent with RCW 26.27.201 or 26.27.221 has exclusive, continuing jurisdiction over the determination until:

(a) A court of this state determines that neither the child, the child's parents, and any person acting as a parent do not have a significant connection with this state and that substantial evidence is no longer available in this state concerning the child's care, protection, training, and personal relationships; or

(b) A court of this state or a court of another state determines that the child, the child's parents, and any person acting as a parent do not presently reside in this state.

Here, the trial court made an initial child custody determination pursuant to RCW 26.27.201. There is no evidence the trial court lost jurisdiction, as provided in RCW 26.27.211(1)(a) or (b). Therefore, Ms. Polarj established the trial court had exclusive and continuing jurisdiction over the parties' dissolution action, and the Thailand court was without jurisdiction to enter its child custody order. We conclude the trial court did not err by dismissing Mr. Surina's action to register the Thailand order.

CR 11 SANCTIONS

Mr. Surina contends the trial court erred when it imposed CR 11 sanctions against him. We disagree.

CR 11 sanctions aim to prevent baseless filings, filings made for improper purposes, and abuses of the judicial system. *Biggs v. Vail*, 124 Wn.2d 193, 197, 876 P.2d 448 (1994). If a party engages in the aforementioned conduct, the trial court can impose an appropriate sanction, including a reasonable attorney fee. CR 11(a).

We review a trial court's decision to impose CR 11 sanctions for an abuse of discretion. *Skimming v. Boxer*, 119 Wn. App. 748, 754, 82 P.3d 707 (2004). "An abuse of discretion occurs only when the decision of the court is 'manifestly unreasonable, or exercised on untenable grounds, or for untenable reasons.'" *State v. McCormick*, 166 Wn.2d 689, 706, 213 P.3d 32 (2009) (quoting *State ex rel. Carroll v. Junker*, 79 Wn.2d 12, 26, 482 P.2d 775 (1971)).

The trial court did not abuse its discretion by imposing CR 11 sanctions against Mr. Surina. The record amply supports the trial court's findings that Mr. Surina did not provide proper notice of the Thailand action to Ms. Polarj, Mr. Surina provided no legal authority for his argument the Thailand order superseded the Washington temporary orders, and there was no legal basis to enforce the Thailand order. Mr. Surina's filing of

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this action was factually and legally baseless. We conclude the trial court did not err by imposing CR 11 sanctions.

ATTORNEY FEES ON APPEAL

Ms. Polarj requests attorney fees and costs under RAP 18.9. RAP 18.9 authorizes an award of attorney fee sanctions if an appeal is frivolous. When determining whether an appeal is frivolous, the court will consider the following factors:

“(1) A civil appellant has a right to appeal under RAP 2.2; (2) all doubts as to whether the appeal is frivolous should be resolved in favor of the appellant; (3) the record should be considered as a whole; (4) an appeal that is affirmed simply because the arguments are rejected is not frivolous; (5) an appeal is frivolous if there are no debatable issues upon which reasonable minds might differ, and it is so totally devoid of merit that there was no reasonable possibility of reversal.”

Espinoza v. Am. Commerce Ins. Co., 184 Wn. App. 176, 202, 336 P.3d 115 (2014)

(internal quotation marks omitted) (quoting *Griffin v. Draper*, 32 Wn. App. 611, 616, 649 P.2d 123 (1982)).

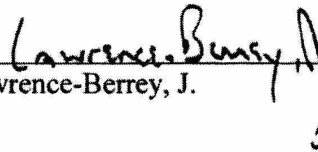
Given these standards, we determine Mr. Surina’s appeal is frivolous. The record confirms there are no debatable issues of fact or law and the appeal is so totally devoid of merit there is no reasonable possibility for reversal. Also, Mr. Surina never cited the record, he never cited legal authority, and his numerous assertions are so muddled they

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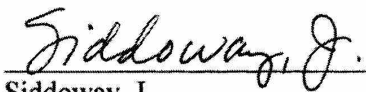
inhibit basic appellate review. Subject to Ms. Polarj's compliance with RAP 18.1(d), we grant her request for reasonable attorney fee sanctions against Mr. Surina.

Affirmed.

A majority of the panel has determined this opinion will not be printed in the Washington Appellate Reports, but it will be filed for public record pursuant to RCW 2.06.040.


Lawrence-Berrey, J.

WE CONCUR:


Siddoway, J.


Fearing, J.

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IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF SPOKANE

SIRINYA SURINA,	)	
	)	
Petitioner,	)	Sup. Ct. Cause
	)	No. 17-3-01817-0
v.	)	
	)	
AARON MICHAEL SURINA,	)	
	)	
Respondent.	)	

HONORABLE MICHAEL P. PRICE
VERBATIM REPORT OF PROCEEDINGS
(November 27, 2019 - Court's Ruling)

APPEARANCES:

FOR THE PETITIONER: KEITH A. GLANZER
Attorney at Law
2024 West Northwest Boulevard
Spokane, Washington 99205

FOR THE RESPONDENT: AARON MICHAEL SURINA
Pro Se

Crystal L. Hicks, CCR No. 2955
Official Court Reporter
1116 W. Broadway, Department No. 5
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I N D E X - November 27, 2019

Page

Court's Ruling. 3

1 **VERBATIM REPORT OF PROCEEDINGS**
2 **(November 27, 2019 - Court's Ruling)**

3
4 THE COURT: Counsel, good afternoon.

5 MR. KEITH GLANZER: Good afternoon, Judge.

6 THE COURT: Mr. Surina, good afternoon, sir.

7 Before we get into the details of the decision, I do
8 want to pass on to the parties my apologies that you've been
9 waiting for this decision, longer than I'd hoped. To be
10 frank, in 17 years, this is probably the toughest dissolution
11 case I've ever had in terms of putting a decision together, so
12 I wanted to think long and hard about it, I probably have 30,
13 40 hours into this decision. That's how long it took me, and
14 you all deserve that, so thank you for your patience.

15 So let me take care of the caption. This is In Re
16 the Marriage of Surina. Cause No. 17-3-01817-0. Petitioner
17 is here with her attorney of record, Mr. Glanzer. Respondent
18 is here. He's represented by himself.

19 So, first of all, lawyers argue about this at trial,
20 but I do need to make this finding. Both parties testified
21 that the marriage is irretrievably broken, and so in that
22 regard, I will grant the parties a Decree of Dissolution of
23 their marriage. The petitioner has requested that her married
24 name remain, so there's no need for the Court to otherwise
25 restore her maiden name to her as per her request.

1 So I'm going to go through things here in degree of
2 importance, at least as I see them, which means that we'll be
3 addressing the parenting issues last because that's the most
4 important part of the case, in my opinion.

5 Ms. Surina has requested that I declare Mr. Surina
6 to be a vexatious litigator. That's a significant limitation
7 on an individual's right to request assistance from the Court
8 when the need arises. And over the years, I have in fact
9 found a number of individuals to be vexatious litigators,
10 which means they have to essentially get permission from the
11 Court for everything they file. Sometimes that's necessary,
12 and I haven't been hesitant to do so in the appropriate
13 circumstances.

14 In this particular case, I'm going to decline to do
15 that and here's why. Mr. Surina's various and sundry motions
16 in this case, they have been plentiful, and there is no doubt
17 that for the most part his motions have failed because they
18 were, to be quite frank, nonmeritorious.

19 Now, that said, Mr. Surina has been sanctioned
20 multiple times. He's been assessed attorney's fees over and
21 over again. So unlike many vexatious litigators where the
22 Court really has no ability to assess sanctions that really
23 carry a meaningful penalty, Mr. Surina's mistakes and his
24 actions have cost him and they've cost him dearly. In fact,
25 more than \$33,000 in attorney's fees and sanctions have been

1 assessed against him. So in this Court's opinion, he's
2 already been handed a significant deterrent that should ensure
3 that he would think twice before filing other motions in this
4 case that are arguably frivolous. So I'm going deny that
5 request to declare Mr. Surina to be a vexatious litigator.

6 I will order however further motions will be heard
7 by my department, which should provide some relief to the
8 assigned court commissioner going forward. I'm not doing that
9 because I'm overseeing motions Mr. Surina or Ms. Surina's
10 file. It's just because I'm not going to impose an almost
11 eight-volume court file onto a court commissioner. Now, that
12 said, I'm an optimist, I don't really think there's going to
13 be much court involvement in this case once this matter is
14 finalized.

15 All right. So next will be the question of
16 attorney's fees. Attorney's fees in a dissolution action in
17 Washington State are based on what's called ability to pay and
18 need. And the Court can also award attorney's fees for
19 contempt, for unpaid child support, and there are other bases
20 that apply in Washington but don't apply in this case.

21 So I -- I'll suggest that Ms. Surina's theories
22 behind an award of attorney's fees are twofold. First, that
23 Mr. Surina has engaged in an onslaught of frivolous litigation
24 that has exacerbated her attorney's fees to the extreme, and
25 second, that she is unable to pay her own fees due to her

1 limited income while Mr. Surina's income is significant.

2 So, while it is true that Mr. Surina has engaged in
3 a great deal of litigation and a great deal of it lacked in
4 any merit, as I mentioned, he has already paid a significant
5 price for that and was assessed attorney's fees and/or
6 sanctions over and over again. That is, his behavior has
7 already resulted in fees he's required to pay. And it would
8 really be to a certain extent, in my opinion, secondary
9 sanctions for the Court to award even more fees and costs
10 under that theory. So, theory number one, if you will, is not
11 persuasive to the Court.

12 So turning to ability to pay and need, which is the
13 standard approach lawyers take in requesting attorney's fees,
14 while it's clear Ms. Surina is -- has the need for assistance
15 with her attorney's fees, the Court also needs to be satisfied
16 that Mr. Surina has the ability to pay. And, frankly, after
17 he pays everything else, I'm not satisfied he has the ability
18 to pay obligations which have already been ordered to be paid
19 by him, much less more attorney's fees.

20 Now, I want to be clear. This is not to suggest
21 Mr. Glanzer has not worked hard for his client and has well
22 earned the fees for which he has billed. He most certainly
23 has. But Mr. Surina does not have the ability to pay those
24 fees. That's just the bottom line. So the Court would deny
25 the request for additional attorney's fees paid in this case.

1 So I'm going to briefly turn to another issue. That
2 would be the issue of property in Thailand that was raised in
3 this case or, more specific, as I would call it, lack of
4 property in Thailand. There was simply nothing before the
5 Court presented which in any way demonstrated that the marital
6 community or the parties otherwise in their separate capacity
7 or in secret have somehow acquired property in Thailand. So I
8 can't divide up what isn't here, and this entire issue was
9 nothing more than speculation and conjecture. So I will find
10 that the community does not have any ownership interest in
11 property in Thailand.

12 Now turning to property division, I am satisfied all
13 property between the parties has been divided, including the
14 vehicles, and I will be adopting the values that Ms. Surina
15 included on her side of the joint trial management report.
16 And again, each party will keep the personal effects and
17 belongings and vehicles in their possession at this time.

18 Now, while I am adopting the wife's values, in
19 actuality, this really doesn't make any difference since I'm
20 not going to be ordering what's called an equalization payment
21 in this case. So the amounts assessed to each piece of
22 property are to a certain extent immaterial.

23 I will order that each party sign off on any titles
24 and/or release of interest on vehicles that are necessary
25 within seven days following entry of the Decree of Dissolution

1 in this case, and I will add that any debt that is still owing
2 on the 2014 Hyundai Santa Fe will be paid by the wife.

3 All right. Now turning to distribution of funds.
4 The parties owned a residence at 1616 South Rocky Ridge Drive
5 in the Spokane Valley, and all the evidence the Court reviewed
6 makes clear that this is undoubtedly a community asset and
7 should be treated accordingly.

8 Now, while the wife did quitclaim the property, I'm
9 satisfied she did not understand the ramifications of that,
10 and even if she had, the existence of a quitclaim is not an
11 excuse for the Court to ignore the balance of the evidence,
12 which clearly establishes the Rocky Ridge home as a community
13 asset.

14 The issue is, however, the funds that are remaining
15 from the sale of Rocky Ridge which is, give or take, \$57,000
16 thousand dollars, the amount left in Mr. Glanzer's trust
17 account. Actually, the accurate amount is \$56,496.30.

18 Now, unfortunately for Mr. Surina, he has \$33,044.21
19 in various judgments against him which remain unsatisfied.
20 Mr. Surina, for his part, strongly argued at trial and in his
21 pleadings that many, if not all, of these judgments were
22 unfairly or inequitably imposed upon him by the Court. And
23 there is no doubt that Mr. Surina certainly ended up on the
24 receiving end of some significant sanctions and attorney's
25 fees.

1 And to be frank, I'm not sure I agree with these
2 sanctions. I'm not sure that I agree with the amount of
3 attorney's fees that was assessed against Mr. Surina. But
4 that said, almost all of these sanctions and/or fees were
5 ordered long before our trial and long before this particular
6 judicial officer became involved. So whether I agree or not,
7 I don't have authority to reverse or overrule another judicial
8 officer's decision, especially when it's another judge. And
9 if it's a court commissioner, I lose the chance to do anything
10 about it after the timeframe for a Motion For Revision has
11 run, which it certainly had in this case after the trial
12 started. So really, agreed or not, the Court does not here
13 have authority to change, amend or modify those fees and
14 sanctions, which again are \$33,044.21. So that amount will
15 need to be deducted from Mr. Glanzer's trust account proceeds
16 to satisfy these judgments before any other distributions are
17 made.

18 So assuming there has been no judgments owing, each
19 party would have received, give or take, \$28,500. Of course,
20 the problem here is that after the judgment is paid and then
21 factoring the \$1,000 paid to attorney Roger Combs, we have
22 only \$23,452.19 left, which means the wife is shorted an equal
23 distribution by about \$5,047. So here the Court really has no
24 option but to award the remaining \$23,452.19 to the wife as
25 her half of the home sale proceeds, which, in all likelihood,

1 she'll end up paying to her attorney.

2 All right. Now turning to the issue of the savings
3 account or the Providence 403(b) or 401(k) benefit, if you
4 will, the separation balance was \$23,191.76, which would
5 otherwise then be 11,595.88 each. Again, this is a dollar
6 amount that was calculated based upon the date of separation,
7 except the wife received \$5,047 dollars less from the home
8 sale proceeds for which she was entitled because of all the
9 various judgments I just mentioned against Mr. Surina.

10 So the only way with this marital estate that this
11 can be equalized is to award the wife \$16,642.88 and the
12 balance -- again, to be clear, the balance at separation --
13 will be \$6,548.88 to Mr. Surina. He has, of course,
14 contributed to this account since separation and those funds
15 are 100 percent his separate property and are not affected by
16 this Court's ruling.

17 Now, turning to the issue of spousal maintenance, as
18 counsel are aware -- it could be the parties are not --
19 similar to attorney's fees, an order of spousal maintenance in
20 this state is based upon ability to pay and need. The Court
21 looks to other factors; for example, the length of the
22 marriage, the parties' standard of living, the need for
23 retraining or reeducation by one or both parties and so on.
24 There are other factors in the statute but that's, I think, a
25 good starting point.

1 Here, the parties married on December 29th, 2011.
2 They separated on or about August 7th, 2017. So that's a
3 marriage of, again, give or take, five years and eight months
4 at most. So in Washington State, that would most certainly be
5 considered a very short-term marriage. The parties did not,
6 by any means, have an extravagant lifestyle, so that really
7 doesn't play into the Court's decision at all. Ms. Surina has
8 argued that she needs maintenance so she can get her GED and
9 that she needs to improve her English language skills, and
10 once that's done, she can get her cosmetology license, and
11 also she's working towards becoming a certified nursing
12 assistant where she can earn perhaps 14 to 16 dollars an hour.

13 Now, it is important to note that maintenance is
14 meant to be rehabilitative. Maintenance is not a punishment
15 as it is in certain states that still award alimony, like the
16 State of Texas, for example, where alimony is, quite frankly,
17 a punishment. Maintenance is nothing of the sort. It's a
18 rehabilitative payment to help someone get on their feet, if
19 you will, in the simplest terms.

20 The Court here really needs to be -- or I should say
21 zero in on Ms. Surina's plan that she's provided to the Court.
22 What's she going to do? And at best, she'll be able to get
23 her CNA and then earn, to start, \$14 an hour. So while these
24 are laudable goals, to be frank, as a CNA, she would be
25 earning only 50 cents an hour more than she would earn when

1 the minimum wage in Washington State is increased to \$13.50 an
2 hour starting January 2020.

3 So, Ms. Surina has a few things going for her.
4 First of all, she's young. Second, she's obviously, in this
5 judicial officer's opinion, very bright. And assuming she did
6 return to the cosmetology field, she already has significant
7 skills in that area and actually owned and operated her own
8 beauty salon in Thailand. So she would by no means be
9 starting from ground zero if she decides to return to the
10 cosmetology field here in the United States.

11 And assuming arguendo that Ms. Surina returned to
12 work at a minimum wage job, at even 30 hours a week, she would
13 earn \$1741 a month gross. If she worked a 40-hour week, she
14 would earn \$2,322 gross. That's based on 4.3 weeks in a month
15 at \$13.50, which is minimum wage just a month from now.

16 So here the equities and the facts this Court heard
17 at trial and reviewed in almost seven volumes of this court
18 file do not support an award of spousal maintenance, and the
19 Court would then deny that request by the petitioner.

20 Next, we have the issue of potential waste of
21 community property by Mr. Surina requested by the petitioner.
22 So I guess in a traditional argument regarding waste of
23 community property, if there is such thing as a traditional
24 argument, the Court would hear -- and these are just examples,
25 counsel and parties. The Court would hear, for example, that

1 one of the parties who is provided the use of the family home
2 didn't maintain the property. The carpets were ruined, walls
3 had to be repainted because someone smoked three packs of
4 cigarettes a day, damage in the home, or there's a swimming
5 pool at the house and the wife is remaining at the home and
6 she knows full well the swimming pool needs to be winterized
7 but she purposely doesn't do it and the pool freezes up, the
8 pool heater and pump crack and break, there's thousands of
9 dollars of damage.

10 Or a case I had not long ago where one of the
11 parties to the marriage was secretly tapping into the parties'
12 college fund for one of the girls, in this particular case
13 removing thousands and thousands of dollars every month for
14 that member of the marital community to maintain a gambling
15 habit that he had, a gambling addiction, which resulted in
16 sort of a wholesale loss of all the funds that were set aside
17 for the child for college. Pretty blatant examples of waste
18 that I've just recited to you.

19 I've been asked to address cases -- a few of these
20 over the last 16 years, but for the most part it's rare. This
21 particular case is very different. Now, here, the wife wants
22 me to assess damages for waste to the husband in the amount of
23 \$11,111.

24 First, I have, as a basis for that, the issue of the
25 roof when Mr. Surina declined to turn the replacement of the

1 roof on the Rocky Ridge home in to insurance, and because of
2 that, apparently the buyer asked for a renegotiated price on
3 the house from \$326,000 down to 320,000. So the theory the
4 Court is presented with is that Mr. Surina's actions or his
5 fault, I guess, because he needed to agree to the roof being
6 replaced by insurance, but Mr. Surina declined to do so, and
7 the theory is that he directly caused this loss between the
8 326,000 and \$320,000. But this is problematic.

9 It could be that Mr. Surina refused to turn the
10 claim in to insurance because he was being obstinate and
11 obnoxious and just unruly. I suppose that's possible. Or it
12 could be that he didn't agree to the bid for the roof
13 replacement for some legitimate reason. It could also be that
14 Mr. Surina didn't want to turn the bid to replace the roof in
15 to insurance because he feared it would cause his premiums on
16 any residence he would purchase in the future to skyrocket.
17 And to be fair, this is an issue with any insurance where
18 parties don't want to risk their premiums going up, and they
19 have to sit down and make a concerted decision whether they're
20 even going to turn the claim in to their carrier. I hear
21 about this all the time. It could also be because Mr. Surina
22 didn't have the \$1,000 for the deductible.

23 So, either way, there could have been many reasons
24 why Mr. Surina didn't want to file an insurance claim that had
25 nothing whatever to do with bad faith or ill will on his part

1 or, as I said earlier, just being obnoxious and difficult.
2 And just because Mr. Surina has been difficult and at times
3 downright obnoxious doesn't mean he is wasting community
4 property. Put that aside for a minute.

5 Next I have thrown into the mix the idea that
6 Mr. Surina intentionally and I will assume in bad faith
7 purposely delayed closing of the home either to, one, just be
8 difficult and a pain or, two, because he was somehow seeking
9 to delay or frustrate the sale of the home. But these
10 theories don't really fly either.

11 And it's easy to buy into the idea that Mr. Surina
12 is just being a jerk. Sorry to use that word, sir, but
13 because that's the way he has operated. And I have a Realtor
14 here in this case, Ms. Henry, who testified, saying in her
15 entire real estate career she's never dealt with a seller as
16 difficult and surly as Mr. Surina. Frankly, I don't doubt
17 that.

18 But look at it from the other side. Mr. Surina is
19 in the middle of a terrible divorce action. He probably feels
20 like he's going to lose his kids. Every time he goes to
21 court, he gets sanctioned or assessed attorney's fees, so he
22 probably doesn't trust anybody. He probably feels like
23 everything that's important to him is being taken away from
24 him.

25 So when he sees that Karl Wilson has a judgment lien

1 against his home to secure his wife's attorney's fees in this
2 divorce, well, I can see how even the calmest of individuals
3 might just flip out. And then he's just supposed to be good
4 when Mr. Wilson reconveys the deed of trust and makes other
5 security arrangements.

6 Likewise, when Mr. Surina discovers that all of
7 these attorney's fees and sanctions I have referred to are
8 actually judgments and they're judgments against his home that
9 would have to be paid as part of the closing, well, I know
10 Mr. Surina was hoping, because he argued it over and over
11 again when he came in here for trial, he was hoping that I
12 might be able to reverse those costs and sanctions and fees
13 and somehow set them aside. Well, now he knows I can't. I
14 just told him that's not possible.

15 But it's not unexpected that someone who is
16 self-represented or otherwise is not skilled in the law might
17 not have put that idea in the middle of his thought process.
18 It's more expected that an individual under circumstances such
19 as this might have just put his foot down at the closing and
20 said, no, you're not going to take that money out of the home
21 proceeds. Because if you do, any argument that I have going
22 forward about this money would be moot. What would be the
23 point? It would be gone.

24 So I come back again to the theory that Mr. Surina,
25 again, might have been uncooperative, disagreeable and surly

1 about everything just because he's not about to assist his
2 wife in any way. That's a viable theory. But it could also
3 be that he had another viable theory as to why he shouldn't
4 sign off that makes sense.

5 So before I assess \$11,000 in additional sanctions
6 against Mr. Surina for waste, I would have to be absolutely
7 sure. And here, the petitioner simply has not shown me that
8 there was any purposeful waste of community assets. So this
9 request would be denied.

10 All right. So now we can turn to the -- in my
11 opinion, the most important issue in this case, and that is
12 the Parenting Plan. The parties have two children, namely
13 David, who was born August 12th, 2012, and Andrew, who was
14 born on June 26, 2016. So they're ages seven and about three
15 and a half.

16 Now, I don't want Mr. Surina to overreact here and
17 he should know from the start that I'm going to be ordering
18 more time with the boys than he gets now. So contrary to
19 Ms. Surina's request that less time -- strike that. Contrary
20 to Ms. Surina's request, she's not going to get what she
21 wants. Mr. Surina isn't going to get the Parenting Plan that
22 he expects. So I guess you're both going to be unhappy to a
23 certain extent with the Court's decision, but a great deal of
24 this was done and over long before I got this case. I'll try
25 to explain.

1 Throughout this case, Mr. Surina's behavior has
2 dramatically affected his right to spend time with his
3 children because there are what's called RCW 26.09.191
4 restrictions here. Those restrictions have to be recognized
5 and imposed by the Court. I have no discretion, meaning I
6 just don't have a choice about some of this, but I do have
7 some options.

8 So, first of all, as to the notion of a shared
9 Parenting Plan, there is just no way this Court can order that
10 here. In fact, the statute mandates that I must have, between
11 the parties, what's called a shared history of cooperation as
12 set forth in 26.09.187(3)(b). And we have nothing of the sort
13 here. And I do have to tell you, Mr. Surina, it kind of just
14 breaks my heart because I know you dearly love your boys. I
15 know that. But your behavior has just caused so much trouble
16 for you.

17 Now, I'm not a psychologist. I'm not a
18 psychiatrist. I don't pretend to be. But, Mr. Surina, it is
19 absolutely clear that you have some significant mental health
20 challenges that you have, in many instances, no control over.
21 These challenges have probably been exacerbated because
22 you're -- you think you're losing your kids. You think you're
23 losing everything. Every time you come to court, you lose.

24 But that's not going to happen, Mr. Surina. The
25 boys need you. They need you in their lives more, not less.

1 And I'm satisfied that once this divorce is done, things will
2 settle down and they'll settle down a lot, and realistically,
3 they already have. So I gave this a great deal of thought,
4 and your time with your children, Mr. Surina, is going to
5 significantly increase. But I do want you to remember,
6 Mr. Surina, and I'm trusting that you'll do what I tell you if
7 you want to keep the time with the boys that I'm providing to
8 you, that additional parenting time.

9 Remember what I said earlier. I am assigning this
10 case to myself, which means if there is a problem, if there
11 are issues, I'm the judicial officer that's going to hear
12 about it. I have four full notepads with notes from this
13 trial. If I hear about problems, your time will be adjusted
14 accordingly if it's appropriate.

15 So, first of all, the Court would designate that
16 Ms. Surina will be the primary residential custodian of both
17 boys. There will be what are called 191 restrictions, but it
18 will be limited to the following. And, Mr. Glanzer, I
19 apologize. I'll go slow here but I've got some specific
20 language that I want you to use.

21 That Mr. Surina has repeatedly engaged in abusive
22 use of conflict with the petitioner and has consistently
23 involved the minor children in this conflict, which is then
24 contrary to the children's best interests and their emotional
25 health, end of quote. So that will be the extent of the 191

1 restriction that you need to list. Nothing else.

2 So, with that 191 restriction I have just recited,
3 that means that decision-making by Washington State law cannot
4 be joint. So decision-making on educational, nonemergency
5 health care, and religious upbringing will, for now, be solely
6 with the mother.

7 I'm also going to order that any extracurricular
8 activities for the boys -- it might seem early to talk about
9 this but it will be upon you before you know it. Any
10 extracurricular activities for the boys will not be allowed if
11 those activities interfere with Mr. Surina's parenting time
12 unless the parents specifically agree. It is inherently
13 unfair for a custodial parent to schedule children for sports
14 or music lessons or what have you and those particular events
15 bleed off into the other parent's residential time, and then
16 that parent is chastised if they don't want to share their
17 child with an event that they had nothing whatever to do with
18 scheduling. So any kind of extracurricular activities for the
19 children will have to be made jointly unless it's an activity
20 that specifically does not in any way conflict with the
21 father's residential time.

22 Now, specifically regarding education, that if the
23 mother wants to enroll the children in private schooling or in
24 public schooling, she may do so. Provided, however, there
25 will be no obligation for the father to pay any of the tuition

1 if they're in private school unless he so agrees. And as you
2 can imagine, folks, this is an issue that comes up
3 occasionally and I would be sending a rather confusing message
4 to parents and the community as a whole if I pick private
5 schooling over public schooling. I'm not going to suggest
6 that private school is better than public school. That's not
7 a finding that I can make. If you both want private
8 schooling, that's absolutely fine with me, but Mom gets the
9 last word since I have given her sole decision-making,
10 understanding that she'll need to pick up 100 percent of the
11 cost if she decides on private school.

12 Now, I already said I can't order a shared plan.
13 But I do have discretion to increase the father's time. So
14 effective December -- and it's going to be important folks, I
15 know you're paying close attention, but it's going to be
16 important you pay close attention because this decision is not
17 going to be in your hands to look at the court order. And I'm
18 going to start this new plan effective December.

19 So effective December, Mr. Surina will have the
20 children in his care from the time they're released from
21 school on Thursday, which would be around 3:00 p.m., until
22 Monday morning when he will return the children to school or
23 daycare, whichever is applicable, and he will ensure that the
24 children arrive for school promptly on time, not late.

25 This schedule will be in place as follows: The

1 first weekend of the month with Dad. The second weekend of
2 the month with Dad. Then one week off. Then back to Dad
3 again for the weekend. I could say first, second, and fourth
4 weekend but, as you probably are aware, sometimes it doesn't
5 work out exactly, so it might be better to just say Thursday
6 to Monday twice in a row, skip a week, then Thursday to Monday
7 again. That's how this schedule is going to work. The
8 schedule will start like this Thursday, December 5, as
9 Mr. Surina's first weekend under this plan. So you can start
10 counting from there.

11 Effective now, and I apologize Mr. Surina, the
12 Wednesday visits are going to stop. They're not working.
13 They're problematic. I suspect you'll find that I'm more than
14 making up for it elsewhere. Pick-up and drop-off of the
15 children will be at the school whenever possible. If that's
16 not possible, then the children will be exchanged curbside.
17 If curbside is necessary, Mr. Surina, you may walk the
18 children to the door to make sure they get safely inside.
19 There will be no communication that will be allowed between
20 the parents. I am sorry it has to be this strict, but that's
21 going to be the rule.

22 Now, if there is a three-day holiday weekend that is
23 attached to the dad's weekend, he'll drop the kids off at
24 school or daycare on Tuesday instead of on Monday. So those
25 will just go with him if he has that weekend in the normal

1 rotation.

2 Now, turning to, for just a moment, dispute
3 resolution. While I would much prefer to order mediation
4 before court action, I am satisfied, given the particular
5 dynamics here, that is just not workable in this case. So
6 disputes are going to have to be handled by court action only.

7 Now turning to Christmas break. Christmas break is
8 going to be divided -- or we can call it winter break if
9 Christmas is offensive to you, but regardless, winter
10 break/Christmas break will be divided equally. I'm going to
11 define it as beginning on the day the children are released
12 from school at 6:00 p.m. and ending the evening before school
13 resumes at 6:00 p.m. That will be the definition of the
14 Christmas break. For Christmas break, the receiving parent
15 shall provide transportation. The break will be divided
16 equally with the children exchanged on Christmas Eve day at
17 12:00 noon.

18 I'm going to give Mom the first half in odd years
19 and Dad will have the first half in even years. So while this
20 does mean that the children are exclusively with one parent on
21 Christmas, I can assure you, having done hundreds of these
22 plans, that the children will be just fine. They don't mind
23 it at all. They can have two Christmas celebrations with each
24 of you. Santa can come twice. I guarantee you, the kids
25 won't mind that at all. What they will mind is having their

1 Christmas Day officially broken up, and I'm not going to do
2 that. This is a fair resolution.

3 MR. KEITH GLANZER: What time did you say on
4 Christmas Eve, Judge? I didn't get that.

5 THE COURT: Sorry, Mr. Glanzer?

6 MR. KEITH GLANZER: Christmas Eve break, what time?

7 THE COURT: The definition of when the exchange is.

8 MR. KEITH GLANZER: The time on Christmas Eve.

9 THE COURT: Oh, yes, sir. Christmas Eve day at
10 12:00 noon.

11 Now, turning to spring break, spring break is going
12 to go to the father in even years and the mother in odd years.
13 Spring break is defined as beginning the day the children are
14 released from school at 6:00 p.m. and ending the evening
15 before the children are to return to school. Again, the
16 receiving parent will provide transportation.

17 Now, as to summer, first of all, the first and last
18 week of the summer break will always go to the mother. In
19 other words, the first week after the kids get out of school,
20 the last week of the summer before they return to school will
21 go to the mother every year. And that gives the kids time to
22 acclimate to getting out of school. Also gives the children a
23 week to get back into the swing of things before school starts
24 to go buy school supplies, get clothes, what have you. Those
25 weeks will be off the schedule.

1 So the schedule will always be as follows: Dad gets
2 the first week of the rotation, then Mom. Then Dad, then Mom,
3 throughout the entire summer. The children will be exchanged
4 Sundays at 6:00 p.m. with the receiving parent providing
5 transportation. I thought long and hard about including 4th
6 of July, but I have decided that's going to be spent with the
7 parent who has placement of the children on that day in the
8 normal rotation.

9 Now, the children's birthdays will be spent with the
10 parent that has the child on that day. And similar to
11 Christmas, I can guarantee you your children will have no
12 problem with two birthday parties. You could always surprise
13 the children and invite the other parent to the birthday
14 party. I would assume the kids would love that, but maybe
15 that's wishful thinking.

16 So Mother's Day will go to the mother every year of
17 course. Father's Day will go to the father every year. The
18 day will start at 9:00 a.m. and it will end at 9:00 p.m. The
19 receiving parent provides transportation. All right.

20 So I don't really have a solution as to Thanksgiving
21 this year. So the plan is going to have to start next year
22 unless the parties agree otherwise since Thanksgiving is
23 tomorrow, and I apologize, folks, it took me so long to get
24 this ruling out. But then the holiday will start, when it is
25 in play, at 6:00 p.m. on the day the children are released

1 from school, that's usually Wednesday, and will end at 6:00
2 p.m. the day the children return to school, which is usually
3 Sunday. So to be clear, this isn't just Thanksgiving Day.
4 It's a break with one parent or the other. The receiving
5 parent will provide transportation.

6 Now, unless Mr. Surina is going to have the children
7 this year and that's already been planned, the father will
8 receive Thanksgiving in even years and the mother in odd
9 years.

10 Now, there's going to be some strict provisions at
11 No. 14 in the Parenting Plan. We used to say Roman numeral
12 VI. That's been changed. It's at No. 14 in the plan. That's
13 the other section where the Court can insert concerns that it
14 has.

15 No. 1, the parents will communicate exclusively
16 through the app known as My Family Wizard. They will not
17 contact the other outside of My Family Wizard unless there is
18 a verified emergency regarding the children. To give you an
19 example, if the child was in a car accident, heaven forbid,
20 first call should be to the hospital or to the police or
21 authorities. The second call should be to the other parent,
22 just to be clear. But absent something extraordinary such as
23 that, the parties can communicate on My Family Wizard.

24 Next, all communication will be strictly confined to
25 the issue of the children. Nothing else. And each party will

1 treat the other with respect, dignity, and courtesy at all
2 times in your communications. Nothing less is going to be
3 tolerated by the Court.

4 Next, neither party will make disparaging or
5 defamatory comments about the other parent in the presence of
6 the minor children or allow third parties to do so. And I've
7 said this year after year. Every time a parent takes a shot
8 at the other parent in front of the children, you're just
9 cutting into one-half of that child, because the child is of
10 both of you and the child wants to love both of you, and not
11 to get a message from a parent otherwise. So that is a real
12 provision that the Court expects compliance with.

13 Next, neither parent will transport the children
14 unless that parent has a valid license or insurance. Seems
15 obvious, but we'll insert it anyway.

16 Next, each parent will ensure that they have
17 provided the other parent with a working phone number at all
18 times so that parent can be contacted in an emergency such as
19 I have just mentioned.

20 Next provision. Neither parent shall consume
21 alcohol to the point of intoxication when the children are in
22 their care. And to be clear, folks, that was not an issue I
23 had in this case. It's just a provision I include in most
24 Parenting Plans.

25 The next will be that neither parent will use

1 illegal controlled substances or legal marijuana products when
2 the children are in their care. I recognize marijuana is
3 legal nowadays. I have no issue with that. But when the kids
4 are with you, you're going to refrain from using marijuana
5 products.

6 Next, if either of you have firearms in your
7 possession, those firearms shall be kept in a locked gun safe
8 that is inaccessible to the children at all times. Seems
9 obvious, but I'll order it.

10 Next provision would be that neither of you will
11 travel outside of the State of Washington with the two
12 children without advising the other parent and advising that
13 other parent where you are going and when you're expected to
14 return. This doesn't mean the other parent can prohibit you
15 from doing so. It's just a courtesy to let the other parent
16 know, hey, we're going to be in Montana for the weekend, or
17 we're traveling to Idaho. Not a big deal. It's just common
18 courtesy.

19 Next provision, probably much more important.
20 Neither of you will travel outside the United States of
21 America with the children without first obtaining advance
22 written consent from the other parent. If the other parent
23 refuses to agree, then you'll need to bring the matter to the
24 Court's attention and the Court will rule on it.

25 Next issue would be phone contact, or the next

1 provision I should say. I thought a great deal about this.
2 Phone contact between the children and the parent who does not
3 have that child in his or her care is, for now, suspended
4 entirely. Either party may approach the Court not earlier
5 than one year from now, or I should say from entry of the
6 Decree of Dissolution, and request that this provision be
7 reinstated. But at this point in time, I want each parent's
8 time with the children to be that parent's time with the
9 children. Not otherwise invaded by phone calls.

10 Now, deviating for a moment, I'm going to direct
11 that Mr. Surina and will order that he will restrained from
12 contacting Ms. Surina for a period of one year, unless that
13 contact is about the children on the app My Family Wizard.
14 That's not a violation of the order. No contact either in
15 person, through email, phone, text, or through third parties,
16 except for the specific windows I have provided.

17 Mr. Surina, you will not go within one city block of
18 Ms. Surina's home, school, or any place where she may be
19 unless that is for the specific purpose of pick-up or drop-off
20 of the children. This is not meant to be a criminal
21 no-contact order. This is not meant to be an order that the
22 Court expects law enforcement to be advised of. If there's a
23 violation of the order, the remedy is to come to court, not to
24 call law enforcement.

25 Pick-up and drop-off of the children -- and,

1 Mr. Surina and Ms. Surina, I'm sorry to have to be so
2 particular with this, but I'm going to confine pick-up and
3 drop-off of the children to not more than five minutes.
4 Shouldn't take you longer than that. Kiss your kid goodbye,
5 back in the car and you're gone.

6 All right. Now, turning to the issue of child
7 support. First of all, as to Ms. Surina's income, I'm going
8 to impute \$13.50 an hour minimum wage to her which, again, is
9 the law starting January 1st, 2020. So using 13.50 an hour
10 times 4.3 weeks in a month times a 40-hour workweek, the
11 wife's gross income will be \$2,322 per month imputed.

12 Mr. Glanzer, if you would be kind enough to use the
13 support calc program to take out the proper amount for Social
14 Security and income tax to arrive at a net for Ms. Surina.

15 Then turning to Mr. Surina's income. I am satisfied
16 Mr. Surina's income for support purposes is \$8,409 .08 per
17 month. That's based on \$48.89 per hour times a 40-hour
18 workweek times 4.3 weeks in a month. His pay stubs in fact
19 show a higher year-to-date gross, but I'm satisfied the Court
20 should not apportion other income to an individual who is
21 otherwise already working full time. So the gross is \$8409.08
22 dollars.

23 He is allowed \$262 per month taken out for what
24 appears to be a historical retirement plan, and he's entitled
25 to deduct that amount which would be included on the

1 worksheet.

2 I'm not going to provide for any allowance for
3 medical insurance deduction at this point, and I'm not going
4 to be ordering Mr. Surina to provide insurance for the boys.
5 However, if he does so, his support may need to be
6 recalculated, assuming there is a cost to him.

7 So, Counsel, let the support calculation run out the
8 correct amount for Social Security and federal taxes for the
9 father and you should arrive at a net for Mr. Surina. I don't
10 know what that is, because that will be done when the Order of
11 Support and worksheet are drafted.

12 Any uninsured medical expenses for the children will
13 be divided in the same percentage as reflected on the Child
14 Support Worksheet.

15 I'm not going to be ordering any daycare
16 reimbursement to either party, and I'm not satisfied the
17 parties actually have any daycare costs at this time.

18 I'm going to start the new support amount on
19 January 1, 2020 to give us time to enter the final documents.
20 The child support can be paid one-half of the month lining up
21 with Mr. Surina's paydays. Could be on the 10th and the 25th,
22 what have you, whatever works with his paydays, half on each,
23 whatever that schedule is. Support can continue to be paid
24 through payroll reduction, which has been the status quo and
25 always works best.

1 Now, turning to the tax exemption for the boys.
2 This is a provision that is frequently misunderstood by
3 parties. I'm going to provide that the tax exemption for both
4 children will be provided to Mr. Surina each and every year
5 starting in the year 2019. That's because Ms. Surina cannot
6 benefit from the exemption at this time. She has no taxable
7 income. If the benefit is not provided to the father, quite
8 frankly, the benefit is wasted and the only person that wins
9 is the federal government. So every year to Dad at this
10 juncture, but it can be revisited when Ms. Surina is earning
11 wages for which she is taxed.

12 Postsecondary educational assistance for the boys
13 will be reserved.

14 Child support will be paid until such time as the
15 children turn 18 or graduate from high school, whichever
16 occurs later. More likely than not it will be modified
17 several times over before that happens.

18 Lastly, on the child support, give or take a few
19 days, the father has the boys in his care for one-half of the
20 summer. The mother has the other half. So for June, July,
21 and August 2020, and every summer thereafter, the father's
22 support obligation will be halved. So assuming for purposes
23 of our discussion only that his support obligation is \$1400,
24 for the months of June, July, and August, his support will be
25 half that amount.

1 So, for example, using that analogy, \$700 a month
2 over the summer. Returning to the full support amount of 1400
3 in September. Again, I'm using 1400 and 700 just for
4 examples.

5 Would you do me a favor, Sam, and see if Kati has a
6 presentment date?

7 So that encompasses the ruling of the Court.
8 Mr. Glanzer, questions I might be able to answer for you
9 understanding I've got about 40 pages here. I'm not sure I'll
10 be able to find it.

11 MR. KEITH GLANZER: Well, a couple of issues.
12 Working backwards, on the holidays, if the -- if Mom has them
13 the last week every year, that should probably include Labor
14 Day weekend because --

15 THE COURT: Yeah.

16 MR. KEITH GLANZER: -- if we end it on the Sunday
17 before -- I can say the Sunday before Labor Day, that ends the
18 summer and then she has every Labor Day. That will accomplish
19 what the Court wants.

20 THE COURT: Yeah.

21 MR. KEITH GLANZER: And --

22 THE COURT: Labor Day, I mean so everybody
23 understands, Ms. Surina knows what Labor Day is, but school
24 usually starts the following week on Tuesday or Wednesday
25 maybe.

1 MR. KEITH GLANZER: Right.

2 THE COURT: So that makes sense. That's in line
3 with my decision that she have the kids the full week before
4 school starts.

5 MR. KEITH GLANZER: And then as -- in exchange what
6 we usually do is that Father has every Memorial Day. Instead
7 of alternating, he has every Memorial Day, however it falls.

8 THE COURT: That's fair.

9 MR. KEITH GLANZER: Okay. And then the other --

10 THE COURT: It might actually work out -- between
11 when the kids get out of school, it might actually work out
12 that he would have had Memorial Day anyway depending on where
13 they're going to school. I'm thinking of the District 81
14 schedule. That's a fair trade.

15 MR. KEITH GLANZER: And then the exchange on
16 Christmas.

17 THE COURT: Yes, sir.

18 MR. KEITH GLANZER: If you divide it, and we've had
19 this issue, and I know you've had it when you practiced, if
20 you do the exchange for the division of Christmas on Christmas
21 Eve --

22 THE COURT: Christmas Eve day.

23 MR. KEITH GLANZER: -- Christmas Eve day, sometimes
24 that will be four days for the winter break, so we either have
25 to take the four days and then do the number of days for the

1 father, for example, or either party and then tack days on at
2 the end, and that's a mess. So what we --

3 THE COURT: We're not going to do that.

4 MR. KEITH GLANZER: What we normally do is just
5 start the days --

6 THE COURT: This is what I'm going to do,
7 Mr. Glanzer.

8 MR. KEITH GLANZER: Okay.

9 THE COURT: Not what we normally do. Okay? This
10 always works out fairly because it rotates. So somebody is on
11 each end of this. So one year Dad gets more, Mom gets less;
12 the next year she gets more, he gets less. What parents
13 normally get worked up about is Christmas, and they're each
14 going to get that in alternate years. So this is the best way
15 I can think of to be fair. If you switch it otherwise,
16 somebody is always going to have a beef with the way it's put
17 together. Yes, you're exactly right, Mr. Glanzer, somebody
18 gets more on one-half than the other depending on the year,
19 but that comes out in the wash since we're rotating those
20 weeks.

21 MR. KEITH GLANZER: Well, I clearly remember there
22 was -- the court was flooded when there was four days and then
23 the next year it's not four days, it's longer, but that's
24 fine.

25 THE COURT: Won't be when it's specifically defined

1 when winter break starts and ends. All they need to know is
2 when to exchange the child.

3 MR. KEITH GLANZER: Christmas Eve at 12 noon.

4 THE COURT: Christmas Eve day.

5 MR. KEITH GLANZER: Right.

6 THE COURT: Good question.

7 MR. KEITH GLANZER: Okay. And then on the Family
8 Wizard.

9 THE COURT: My Family Wizard.

10 MR. KEITH GLANZER: My Family Wizard. We just did a
11 seminar and those folks were there and made comparisons to
12 some of the others that are available, and Family Wizard is
13 far superior with regard to that service and there's language
14 that -- where those -- what goes onto Family Wizard can be
15 admitted into court and so it really helps people shape up.

16 THE COURT: Yeah. It does have a cost.

17 MR. KEITH GLANZER: It does.

18 THE COURT: It's about a hundred bucks a year.

19 MR. KEITH GLANZER: About \$100 a year, and I would
20 suggest that each party pay their hundred dollars.

21 THE COURT: I agree.

22 MR. KEITH GLANZER: Okay.

23 THE COURT: Okay.

24 MR. KEITH GLANZER: I think that was it. Let me.

25 THE COURT: In fact, in another case, Counsel, I was

1 just looking at some discussion that went on between the
2 parties. My Family Wizard, actually the way that the program
3 is constructed, will tell a parent rethink your language,
4 rethink what you just said, that sounds offensive or that
5 sounds argumentative. It's pretty helpful for people that
6 don't otherwise realize they're using a rough tone.

7 MR. KEITH GLANZER: If each pays their own costs,
8 then. And the other one I'm somewhat familiar with is Talking
9 Parent, which it seems like it's less but then they charge you
10 if you want records and documents and so that's --

11 THE COURT: This is the best way to go, in my
12 opinion.

13 MR. KEITH GLANZER: Yeah. And then I did that.
14 Memorial Day and Labor Day.

15 THE COURT: While you're looking, Mr. Glanzer,
16 folks, I apologize I don't have an earlier date, but I'm going
17 give you a presentment date and I'll explain that to
18 Mr. Surina what that is. He probably already knows. I have a
19 presentment for December 20 at 8:30 a.m. And for the parties'
20 edification, what a presentment is, it's not a hearing where
21 people come down here and argue. It's not even on the record.
22 There's no reconsideration on that day. It's just a date that
23 we administratively put into the calendar to make sure
24 everybody comes back with the final documents. And if the
25 documents are exchanged and signed before then, I can sign

1 them. So there's no requirement that can I only look at them
2 on December 20. Most of our presentments end up being a
3 strike because the paperwork is presented in advance.

4 So Mr. Surina, if Mr. Glanzer is trying to get ahold
5 of you, that's all he's doing is trying to call you so you can
6 drop into his office or in an email look at the pleadings.
7 And it's a crucial understanding that sometimes people don't
8 have. The question should not be whether you agree with the
9 pleadings that he's drafted; it should be whether you agree
10 with the fact that they say what I said, because that's the
11 issue.

12 And Mr. Glanzer will draft pleadings. Assuming they
13 are an accurate reflection of the Court's ruling, then what
14 you can do, sir, is you can just sign off on them or you can
15 give him your email approval. He'll stamp that, staple that
16 to the back of the pleadings, he brings them down here, I'll
17 sign them. You're good.

18 If, however, Counsel, Mr. Surina, you do not agree
19 on the pleadings, we don't do these on the record anymore. I
20 just make everybody -- I say, well, do your own set of
21 pleadings, each side can do their own, and I'll review one or
22 the other and decide which is in line with my ruling. I have
23 on occasion before to just do my own because neither one of
24 them are accurate. So, you know the drill, Mr. Glanzer.

25 MR. KEITH GLANZER: Yes.

1 THE COURT: December 20 at 8:30.

2 MR. KEITH GLANZER: Thank you. The other thing, and
3 this might change depending on after the 2020 Presidential
4 election, but the exemptions aren't worth anything. Zero.
5 What it translates into is child credit, and who gets the
6 exemption gets the child credit. So while Ms. Surina is not
7 making the dough, sometimes she may have to have a child
8 somehow credited to her in order to get earned income. And
9 that can be up to five or six thousand dollars, depending on
10 what income she shows and so on.

11 So if we take -- if we can include that as
12 consideration, you put in there when she starts making a wage,
13 but I think we should also consider and make comparisons on
14 the earned income credits.

15 THE COURT: You can put --

16 MR. KEITH GLANZER: There's a chart.

17 THE COURT: You can put a couple examples, if you
18 want, in your pleadings, but just so we're all clear, I don't
19 see my decision changing.

20 MR. KEITH GLANZER: Right.

21 THE COURT: Otherwise, he can benefit in my -- in my
22 own opinion, he can benefit and she can't, so it should stay
23 with him.

24 MR. KEITH GLANZER: I agree that it's more fair
25 because he's the one that's going to benefit from it, but I

1 think that also could be considered. And then you've opened
2 the door for when -- if she starts a new wage, then a benefit
3 so --

4 THE COURT: Absolutely.

5 MR. KEITH GLANZER: We can do that. That's all I
6 had.

7 THE COURT: Mr. Glanzer, appreciate it.

8 Mr. Surina, or your trusty assistant, any questions,
9 sir?

10 MR. SURINA: A few questions for you.

11 MR. KEITH GLANZER: I had one question on the 191
12 quote.

13 THE COURT: Yes. Want me to repeat it?

14 MR. KEITH GLANZER: Well, I think we're going to get
15 the transcript so I don't know, but with regard to that.

16 THE COURT: Good luck. Getting the transcript.

17 MR. KEITH GLANZER: Are you lined up quite a bit?

18 THE COURT: I can repeat the exact language to you
19 if you want.

20 MR. KEITH GLANZER: Okay. For the younger ears, if
21 you repeat it, he can write it down quicker.

22 THE COURT: Hold on, sir. I'm going to repeat this
23 language if I can find it.

24 I can't find it. I'll try to dig it up and have
25 Ms. Dorman email it to you so we don't mix it up.

1 MR. KEITH GLANZER: Thanks so much.

2 THE COURT: Probably right in front of me.

3 MR. KEITH GLANZER: The presentment, you wanted a
4 draft, we're going to have to draft off our notes. But I
5 still think we might want the transcript.

6 THE COURT: Mr. Surina, questions I can answer, sir?

7 MR. SURINA: Sure. First of all, I appreciate your
8 time. I know it's a huge case and there's a lot involved
9 here.

10 THE COURT: My privilege.

11 MR. SURINA: There was a couple things. One of the
12 thing is that in this case, I did, of course, submit the title
13 documents and pictures of the work that we did on the property
14 in Thailand. I don't know if you saw those or if you just
15 didn't think --

16 THE COURT: I did.

17 MR. SURINA: Okay. I'll leave that then. That's my
18 question.

19 THE COURT: Slow down a little bit, though, sir.
20 Remember we've got a court reporter.

21 MR. SURINA: Okay. You're doing great. If I go too
22 fast, let me know.

23 THE COURT: She will.

24 MR. SURINA: Okay. So as far as the community
25 property, of course I have a question or two about this. The

1 Court knows very well that Ms. Surina had signed off all of
2 her interest to Mr. Karl Wilson in March -- excuse me,
3 November of 2018. At that time she had no interest left in
4 the house. There would be no separate or community property.
5 There would flat out be no interest of hers because she had,
6 of course, signed that over to Karl Wilson who, in fact,
7 signed it back over to me. So I'm not sure if that was
8 relevant but I definitely wanted to lay that out. That was
9 the second quitclaim she signed.

10 I think -- I'm not sure, but I think to put the deed
11 of trust, even if it was community property --

12 THE COURT: I can help you, sir. Nothing whatever
13 that happened changes the characteristic of this property as a
14 community asset.

15 MR. SURINA: Okay. I just -- the -- and that's
16 fine. I'm not arguing that part. I'm arguing the actually
17 felony crimes in putting the deed of trust on the property.

18 THE COURT: That has nothing to do with me, sir.

19 MR. SURINA: Okay. Is that something that the -- do
20 you guys pass that off to the prosecutor? No?

21 THE COURT: I guarantee you they're not going to do
22 anything of the sort. They're too busy chasing real bad guys.

23 MR. SURINA: Fair enough, fair enough.

24 Judgments and attorney's fees, I'm really not going
25 to argue too much about how some of this went. The

1 judgments -- one of those judgments that Mr. Glanzer filed, it
2 was never actually given to him. I think it was about 14,000.
3 It was -- that day the judge never warranted that. He wrote
4 that in there somehow is my understanding. We were all
5 shocked to see --

6 THE COURT: They're all there.

7 MR. SURINA: I know they're on paper, but the judge
8 didn't order those. Judge Hazel didn't order those.

9 THE COURT: The judge did. I went through this file
10 with a fine-toothed comb. That 33,000-dollar figure is
11 absolutely accurate.

12 MR. SURINA: I understand he wrote it in the order
13 but --

14 THE COURT: It's part of the judge's ruling, sir.

15 MR. SURINA: Yeah.

16 THE COURT: Okay. Mr. Glanzer -- Mr. Surina, sorry
17 to stop you for one second.

18 MR. SURINA: No problem.

19 THE COURT: I found the language.

20 MR. KEITH GLANZER: Okay.

21 THE COURT: So I'm going repeat it to him, sir,
22 since he's going to -- I see his assistant.

23 So the language is as follows: "That Mr. Surina has
24 repeatedly engaged in abusive use of conflict with the
25 petitioner and has consistently involved the minor children in

1 this conflict which is then contrary to the children's best
2 interests and emotional health." End of quote.

3 See if the gentleman got it.

4 MR. KEITH GLANZER: Did you get it?

5 MR. EZRA GLANZER: One more -- the second part after
6 "which is detrimentally affected." One more time.

7 THE COURT: I'll read it again because, like I said,
8 I can't read my own writing. "That Mr. Surina has repeatedly
9 engaged in abusive use of conflict with the petitioner and has
10 consistently involved the minor children in this conflict
11 which is then contrary to the children's best interests and
12 emotional health." End of quote.

13 MR. EZRA GLANZER: Got ya.

14 THE COURT: Good enough. Thank you, sir.

15 Mr. Surina, go ahead. Do you have a couple more
16 questions, sir?

17 MR. SURINA: I do. The abusive use of conflict,
18 it's -- I guess it's that one thing in the 191s where they
19 tried to put something on me. I love my children dearly.
20 It's certainly not second degree child assault or child
21 neglect. But I don't know how the mandatory 191s are applying
22 in that manner because of the history that's gone on here.

23 THE COURT: Think about your questions, sir,
24 carefully.

25 MR. SURINA: Were you aware of any of the assaults

1 and that stuff on the children?

2 THE COURT: You don't need to even go there, sir.
3 I've considered everything. This ruling is extraordinarily
4 slanted in your favor, so --

5 MR. SURINA: Okay.

6 THE COURT: If I was you --

7 MR. SURINA: I'll leave it alone. I'm leaving it
8 alone. I got another question on the roof, though. The house
9 was off the market so there was -- and you didn't -- you know,
10 that didn't go anywhere, but some of this was -- some of these
11 judgments were because I didn't pay my own mortgage because of
12 the financial orders of the court.

13 THE COURT: To help you, sir, this is more in line
14 with reconsideration you're asking me to do, and this is not
15 the time for that. I'm just asking if you have questions
16 about the ruling, not about your agreement with it.

17 MR. SURINA: The Parenting Plan. The Parenting
18 Plan. Does the receiver always pick up or the receiver always
19 transport?

20 THE COURT: No.

21 MR. SURINA: No.

22 THE COURT: No, because your Thursday through
23 Monday, you provide all of that.

24 MR. SURINA: Okay, because I'm -- going to school,
25 okay.

1 THE COURT: Yeah. You go to school or drop them off
2 at daycare.

3 MR. SURINA: Okay. Makes sense.

4 THE COURT: Unless it -- let's see. That only
5 changes the pick-up and drop-off for I'll call it holidays,
6 special occasion.

7 MR. SURINA: So if we're not doing it at school,
8 then receiver picks up, the receiver transports.

9 THE COURT: Generally. I think your assistant was
10 taking pretty good notes.

11 MR. SURINA: Yeah, she's faster than me.

12 SPEAKER: I was -- I did have a question to confirm
13 on that. Is -- just so it's absolutely clear. If Dad is
14 picking up if it's Dad's time, he's picking them up from
15 school when they get out of school.

16 THE COURT: Yes. At school.

17 SPEAKER: And --

18 THE COURT: He's not in school yet, but that means
19 he's entitled to that child at the same time. So if he's in
20 daycare, for example, or at Mom's house, then he would have to
21 go to Mom's to pick up the child. Otherwise there wouldn't be
22 any provision for --

23 MR. SURINA: Fine.

24 THE COURT: -- Mr. Surina to go to Mom's house at
25 all. That's the reason it's in there.

1 SPEAKER: If there is no school on -- he starts on
2 Thursdays. Then his time would be to pick up the boys --
3 THE COURT: 3:00.
4 SPEAKER: -- at Mom's, okay. So 3:00 on those days.
5 Okay.
6 THE COURT: Because essentially, that's -- great
7 question. That's the time the kids get out of school.
8 MR. SURINA: Does the Court generally assign child
9 support when one of the parents objects? Because I'm willing
10 to take charge of my children and I'm the only one that's ever
11 supported my children.
12 THE COURT: I don't understand your question.
13 MR. SURINA: Is the State allowed to assign child
14 support when one of the parents is more than willing to
15 support the kids, that there is no need to seek welfare --
16 THE COURT: Child support is mandatory in Washington
17 State. The parties can't agree to waive child support. The
18 Court is required to order it regardless of how the parties
19 feel.
20 MR. SURINA: Fair enough.
21 THE COURT: I think what you're trying to say is, I
22 support my kids, I don't need a judge to tell me to do it.
23 MR. SURINA: No. Let me rephrase that.
24 THE COURT: I'm not trying to put an offensive tone
25 on it. I'm just saying child support -- how about I answer it

1 this way, sir. Child support in Washington State is
2 mandatory. It may not be waived by the parties, the Court
3 can't waive it.

4 MR. SURINA: Okay. But child support in Washington
5 State has to follow Federal Regulations under Title IV-D. How
6 is that possible?

7 THE COURT: I don't know what your question is, sir,
8 but you're going off in left field on me.

9 MR. SURINA: Is the State following the Title IV-D
10 regulations if I object to it?

11 THE COURT: Sir, confine yourself to questions I can
12 help you with.

13 MR. SURINA: I have a question about the \$33,000
14 that were paid in child support, which is definitely
15 mathematically simple to calculate. \$33,000, that I'm hoping
16 is a setoff somehow.

17 THE COURT: If it's not in my ruling, sir, I didn't
18 order it.

19 MR. SURINA: Okay. I think I -- do I -- can I ask
20 the Court how would I pursue that? What's the process to have
21 that money received? Because I overpaid a lot of money and I
22 think that wasn't my fault. My attorney told me that in trial
23 we would take care of a lot of this stuff, you know, so that's
24 why I didn't fight the judgments.

25 THE COURT: Kind of a legal question, sir, and I

1 can't give you legal advice as much as I'd like to.

2 MR. SURINA: I wish you could. Yeah. Okay. So as
3 far as the child support goes, I need to probably -- I
4 received -- the reason why I bring that up is I received a
5 letter from child support saying, hey, we didn't a sign you up
6 and this is a -- because I never abandoned my wife and
7 children.

8 THE COURT: Child support is being paid by automatic
9 withdrawal, isn't it?

10 MR. KEITH GLANZER: Yes.

11 THE COURT: So I don't think it's going through the
12 Office of Support Enforcement.

13 MR. SURINA: It's a judicial order, actually.
14 That's what they told me. We didn't sign her up. This was
15 done through the courts. And -- because I sent them an
16 objection letter based on federal regulation. So that's why
17 I -- so it is a matter with the court and the court is
18 assigning child support, not spousal support.

19 THE COURT: Spousal maintenance.

20 MR. SURINA: I mean not spousal maintenance.

21 THE COURT: There is no spousal maintenance that's
22 been ordered.

23 MR. SURINA: Okay. There was -- oh, the QRDO, the
24 retirement. \$16,000 out of there is -- and, you know, the
25 \$33,000 overpaid were at 50. With the \$16,000, can we at

1 least order that the penalties come out of her amount?
2 Because I'm only -- that would only leave me with six left out
3 of the 23.
4 THE COURT: There won't be a penalty, sir, because
5 it can be done by way of what's called a QDRO or a roll-over.
6 So there is no penalty.
7 MR. SURINA: Okay. So it may take a little while to
8 do the QDRO.
9 THE COURT: Not too long, no.
10 MR. SURINA: Does that -- that goes through you,
11 right?
12 THE COURT: I'll be the one who signs it. If
13 there's one that's necessary, Mr. Glanzer will draft it. If
14 it's necessary.
15 MR. SURINA: So out of the retirement, the absolute
16 maximum that will come out is what you stated.
17 THE COURT: Right.
18 MR. SURINA: Fair enough.
19 THE COURT: Good question.
20 MR. SURINA: Are we free to negotiate summertimes?
21 Like say I want to go on a trip or she wants to go to -- ou
22 know, and everything is on the up and up? I don't know how --
23 I don't think we're going to have a whole bunch of problems.
24 THE COURT: I don't either.
25 MR. SURINA: I think from here on out we're going to

1 be fine. The only issue is catching up on the finances. I'm
2 just so -- you know, I'm in the hole. I mean, you know, she's
3 not going to get a job so.

4 THE COURT: You should be -- right now, my friend,
5 you should be in a pretty good way. If I was you, you know
6 what I'd do?

7 MR. SURINA: What?

8 THE COURT: I would sit down and --

9 MR. SURINA: Enjoy.

10 THE COURT: -- go spend some time with your family
11 and be glad this is over.

12 MR. SURINA: Yep. Thank you.

13 THE COURT: Not to blow my horn, sir, but be glad
14 I'm the judicial officer that heard this.

15 MR. SURINA: I really am. I appreciate it.

16 THE COURT: Mr. Glanzer probably not so much.

17 MR. KEITH GLANZER: Just to be clear, the
18 Thanksgiving tomorrow is odd. I think that's how it was in
19 the Parenting Plan.

20 THE COURT: I didn't even know what the deal was, so
21 I just figured Mom would take it.

22 MR. KEITH GLANZER: Mom will take it this year, then
23 he's got them next year.

24 THE COURT: And next year, I mean, will be more fun
25 with the boys anyway next year. They'll be older.

1 MR. KEITH GLANZER: Yeah. Yeah. Okay.

2 THE COURT: Yes, sir.

3 MR. SURINA: One more. I'm pretty sure that the 191
4 restrictions are going to be rushed to Thailand to try to you
5 know, reobtain. Can you put something in the order about
6 this?

7 THE COURT: Nothing is going to happen in terms of
8 somebody going to Thailand, sir. She can't get across the
9 border, she can't get on the plane, she can't take the
10 children anywhere without express permission from both
11 parents.

12 MR. SURINA: She can.

13 THE COURT: No, she can't. I've ordered, first of
14 all, that that can't happen.

15 MR. SURINA: True, but there's no exit controls.

16 THE COURT: There are exit controls, sir. I know
17 all about this.

18 MR. SURINA: Okay, okay.

19 THE COURT: I think you do. She's not taking the
20 children anywhere.

21 MR. SURINA: Okay.

22 THE COURT: And I made very clear anybody taking the
23 children out of the country can only be done with the approval
24 of the other parent. If not approval, the other parent can
25 come to court.

1 MR. SURINA: I'm considering moving to Post Falls
2 because of --

3 THE COURT: That's not out of the country so.

4 MR. SURINA: I know, but it's out of the state.

5 THE COURT: That's not a big deal.

6 MR. SURINA: You have an order in there.

7 THE COURT: There's a provision in the parenting
8 plan, sir, about relocation.

9 MR. SURINA: Okay, yeah, yeah.

10 THE COURT: And you can -- you're a bright guy so
11 you'll read that. Generally not a big deal, though. It's
12 much more of a big deal if it's the primary parent that's
13 moving.

14 MR. SURINA: Okay.

15 THE COURT: Good question.

16 MR. SURINA: That's all I have. Thank you.

17 THE COURT: Good deal. Ma'am, looks like you're
18 asking one more question.

19 SPEAKER: Quickly just to mention a few things. So
20 on the communication that -- for the children, that he can't
21 call the children when it's not his time.

22 THE COURT: It's --

23 SPEAKER: I understand on that for a year.

24 THE COURT: And she can't call the children when
25 they're with him.

1 SPEAKER: Okay. Just to say that I know that the
2 children often do make calls. It's not the parent calling but
3 the children do. So I just wanted to make sure that that
4 clarification --

5 THE COURT: That will become more of an issue too
6 once these kids end up with their own cell phones and all
7 these things are going to happen. So for now, for one year,
8 these kids need to adjust to this schedule. They need to
9 adjust to their time with you, sir, without Mom calling.

10 MR. SURINA: I understand.

11 THE COURT: And adjust to their time with Mom
12 without you calling.

13 MR. SURINA: No problem.

14 THE COURT: They're going to be just fine because
15 you're going to see them.

16 MR. SURINA: Yeah.

17 THE COURT: It's a matter of days.

18 MR. SURINA: It's fine. Another question. I've
19 provided David with a handful, probably a half dozen, cell
20 phones that were taken constantly, but if I could have those
21 returned. I got none of any property back from the house, and
22 I understand your order, I'm fine with it, but the cell phones
23 would be nice to get those back because -- you know, I don't
24 know.

25 THE COURT: It wasn't before the Court on the

1 management report, sir, so I really can't order it.

2 MR. SURINA: That's fine.

3 THE COURT: One last question. Then we've got to

4 call it.

5 SPEAKER: Two?

6 THE COURT: Okay.

7 SPEAKER: Mr. Glanzer asked about Mom having Labor

8 Day weekend and dad having Memorial Day.

9 THE COURT: Every year.

10 SPEAKER: Can we clarify Memorial Day weekend. Like

11 it would be Dad's Thursday through whatever?

12 THE COURT: Sure, as long as it's reciprocal.

13 SPEAKER: And she would have Labor Day weekend,

14 Dad --

15 MR. KEITH GLANZER: He would return the children on

16 Tuesday morning.

17 THE COURT: Yeah.

18 MR. KEITH GLANZER: Instead of Monday morning

19 every -- he has every Labor Day weekend.

20 THE COURT: He would have every Memorial Day.

21 MR. KEITH GLANZER: She has every Labor Day. Same

22 statement.

23 THE COURT: And you just consider it like a weekend.

24 SPEAKER: Thursday through Tuesday.

25 THE COURT: Yeah, and that's every year.

1 MR. SURINA: And this weekend I get -- this weekend
2 I'll get, but she gets Thanksgiving, right?

3 MR. KEITH GLANZER: No.

4 THE COURT: You don't get this weekend, sir. So you
5 start on the schedule next Thursday.

6 MR. SURINA: Oh, I know, but under the current
7 schedule this is my weekend.

8 MR. KEITH GLANZER: No.

9 THE COURT: The current schedule, sir, is done,
10 over, so you're not going to see the kids for a little while
11 unless there's an agreement. So you have to wait a couple
12 days.

13 MR. KEITH GLANZER: Right, and so you've clearly --

14 MR. SURINA: December, right?

15 THE COURT: December, which is next week.

16 MR. SURINA: I know, but this weekend is still my
17 weekend, though, right?

18 THE COURT: No.

19 MR. SURINA: It was.

20 THE COURT: No, it's not. I just made a new ruling.
21 You're going have a new plan, okay. You'll be fine.

22 MR. SURINA: Okay.

23 THE COURT: Take that time to --

24 MR. SURINA: Adjust.

25 THE COURT: -- get things in order. Next Thursday

1 you'll pick up the kids after school around 3:00. Good deal.

2 MR. KEITH GLANZER: Yeah. I was going to say you
3 clearly defined Thanksgiving as Wednesday from Sunday.

4 THE COURT: The reason, sir, I'm doing that is not
5 to penalize you, but here's what ends up happening every time.
6 Otherwise somebody says wait a minute, that was my first
7 weekend. And I have to start the schedule anew or else this
8 is not going to work.

9 MR. SURINA: I understand. I'm confused a little
10 bit, though. It starts December. I'm talking about end of
11 November stuff still. Not December.

12 THE COURT: Yeah. We are at the end of November,
13 sir. So what I'm telling you is that forget about now and
14 this weekend and Monday, Tuesday, Wednesday of next week.

15 MR. SURINA: Okay.

16 THE COURT: Your schedule starts with the boys --

17 MR. SURINA: Thursday.

18 THE COURT: -- Thursday of next week. Okay?

19 MR. SURINA: Okay.

20 THE COURT: You're probably not thinking that it's
21 that close to December but it's just a few days.

22 MR. SURINA: Yeah.

23 MR. KEITH GLANZER: Then it's like two, one, two,
24 one.

25 THE COURT: Yep. It's two, then a week off, then

1 on. Two, week off, then on. So I said, you know, it could be
2 first, second, fourth, but that doesn't work all the time.

3 MR. KEITH GLANZER: Right.

4 THE COURT: Depends on how many weekends are in a
5 month. So it's easier to think of it as two weekends with
6 Dad, two Thursdays through Monday with Dad, a week with Mom,
7 one more with Dad, so that's just the easy way. It's two,
8 one, two, one.

9 MR. SURINA: Thank you.

10 THE COURT: Yeah.

11 MR. KEITH GLANZER: So just -- my mind is a little
12 slow, but two -- like for December, for example, it would
13 be --

14 THE COURT: First weekend.

15 MR. KEITH GLANZER: -- two. First --

16 THE COURT: First weekend that I've just given him
17 which starts next Thursday.

18 MR. KEITH GLANZER: Right.

19 THE COURT: He gets the following weekend.

20 MR. KEITH GLANZER: Correct.

21 THE COURT: That starts on Thursday, then Mom.

22 MR. KEITH GLANZER: Okay.

23 THE COURT: Then the week following. So he doesn't
24 pick them up on the Thursday after the second week.

25 MR. KEITH GLANZER: Right.

1 THE COURT: The following Thursday he gets them
2 again unless --

3 MR. KEITH GLANZER: A weekend and then Mom gets a
4 weekend, then he gets two.

5 THE COURT: Take a step back, Mr. Glanzer.

6 MR. KEITH GLANZER: Okay. Help me out.

7 THE COURT: This is easy. Don't complicate it.

8 MR. KEITH GLANZER: I'm trying not to.

9 THE COURT: Thursday through Monday, two times, he
10 gets the kids. Then there's a week he doesn't get them.
11 Okay? Starts up again the following week on Thursday. See?
12 Yeah.

13 MR. KEITH GLANZER: Two times.

14 THE COURT: Two times in a row.

15 MR. KEITH GLANZER: And then her.

16 THE COURT: Then Mom, then Dad again. I see what
17 you're asking.

18 MR. KEITH GLANZER: Right. Is it two times in a
19 row, then Mom, Dad two times in a row, then Mom?

20 THE COURT: No. Two times in a row, then Mom. Then
21 two times in a row, then Mom. So think of it as three, okay,
22 if there were three weekends in a month. It's going to be,
23 one, two, three.

24 MR. KEITH GLANZER: That's what I was trying to
25 clarify because you were saying two with Mom, one with Dad.

1 THE COURT: If you think of it like -- where's your
2 wife. You think of it like a bar line, like it's in a
3 measure.

4 MR. KEITH GLANZER: Okay.

5 THE COURT: Don't think about trying to jam it all
6 into one measure or in one week. This is just two weekends
7 with him, then he doesn't get the weekend, then he gets the
8 next weekend. Then he gets the --

9 MR. KEITH GLANZER: He gets the next two. Two, one,
10 two, one, two, one.

11 THE COURT: Exactly.

12 MR. KEITH GLANZER: Okay. I just wanted to clarify.

13 THE COURT: My pleasure. All right. No. We're
14 done. Sorry.

15 SPEAKER: On the same? Is it reset at the beginning
16 of each month?

17 THE COURT: No.

18 SPEAKER: Okay. That's what --

19 MR. KEITH GLANZER: See, a lot of times there's a
20 fifth weekend. We kind of jockey those.

21 SPEAKER: So it's two, one, two, one, two, one.

22 MR. KEITH GLANZER: That's correct.

23 MR. SURINA: Okay. So it's --

24 THE COURT: Guys, I gotta go.

25 MR. KEITH GLANZER: Yeah.

1 THE COURT: So if you take the idea of a month out
2 of it, it becomes easier. Just think of it as the weekend.
3 Who cares where you are, it's just two --
4 MR. SURINA: Are we flipping the one week off or I
5 just don't get any days?
6 THE COURT: No more questions. Ask your boss.
7 MR. SURINA: So 13 days without them.
8 SPEAKER: Two, one, two, one, and it just continues.
9 It has nothing to do with the first weekend of the month or --
10 MR. SURINA: I'm talking about in between.
11 THE COURT: Everybody needs to stop talking before I
12 change my mind. Okay?
13 Mr. Glanzer.
14 MR. KEITH GLANZER: Before you leave the bench,
15 Judge, I'd like to introduce our youngest son. He just got in
16 here from -- stand up, please.
17
18 (Off the record.)
19
20 THE COURT: All right. So, thank you, Mr. Glanzer.
21 Ms. Surina, good luck, ma'am.
22 MS. SURINA: Thank you.
23 THE COURT: Mr. Surina, run with this. Okay?
24 MR. SURINA: Okay.
25 THE COURT: You know what I mean by that?

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MR. SURINA: I'm going to do my best.

THE COURT: Good for you. All right. Good luck.

Okay.

(End of proceedings.)

C E R T I F I C A T E

I, CRYSTAL L. HICKS, do hereby certify:

That I am an Official Court Reporter for the Spokane
County Superior Court, Department No. 5, at Spokane,
Washington;

That the foregoing proceedings were taken on the
date and time and place as shown on the cover page hereto;

That the foregoing proceedings are a full, true, and
accurate transcription of the requested proceedings to the
best of my ability, duly transcribed by me or under my
direction, including any changes made by the trial judge
reviewing the transcript.

I do further certify that I am not a relative of,
employee of, or counsel for any of said parties, or otherwise
interested in the event of said proceedings.

DATED this 16th day of January, 2020.

s/ Crystal Hicks
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