

CASE NUMBER
201703018170
SN:488.0 PC:7

FILED
6/16/2023
Timothy W Fitzgerald
Spokane County Clerk

Superior Court of Washington, County of Spokane

In re:

Sirinya Surina

Petitioner

And

Aaron Surina

Respondent

No. 17-3-01817-0

**RESPONSE DECLARATION
OF SIRINYA SURINA**

SIRINYA SURINA, being first duly sworn upon oath does depose and state:

I am the Petitioner in the above captioned cause. I write this declaration in support of my relocation and in response to Respondent's motion for contempt.

Contempt for Relocation

I have not moved yet, but I have filed my notice of intent to relocate. I am currently renting with both boys, myself, and my mother. Renting is more expensive in the total cost, without gaining equity, than it is for us to own a home. The market in Spokane has been incredibly difficult to find, afford, and secure a house that fits what our family needs without making a short notice, impulsive decision.

We found a home in Cheney after losing two houses to cash buyers. We made our offer, and it was accepted. The house has closed, but I was hesitant to file anything with the court before the transaction closed and I knew where I was going. The notice of intent to relocate requires I list a new address and new school for the children. I could not do that if I did not

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1 know where I was going to end up. Aaron is extremely high conflict with me without good
2 cause. I did not want to file anything with the court requesting permission to relocate if I could
3 not reliably tell the court where I am going at risk of starting something much larger.

4
5 I have previously talked to Aaron about me moving to the Cheney area. He even asked if I
6 would move in with him in between leaving our house and getting into the new house. I
7 declined because he is so high conflict, our divorce was high conflict, and this motion
8 demonstrates that. Only after I declined to move in with him does he have a problem with me
9 relocating and requests a change of placement in our parenting plan. The issue of relocation was
10 also not a "big deal" during our trial. Neither of us were contemplating relocating at that time,
11 or otherwise it would have been dealt with at trial.

12
13 Aaron raises the issue that I am "neglecting" the children's education. I do not intend on
14 pulling the children out of school this close to the end of the year. It would realistically take me
15 more time to move them schools at this point than is left in the school year. Aaron has already
16 been told where they will be going to school. Despite claiming he has been "kept out" of the
17 decision-making for David's IEP, this is untrue. He has been a part of the same email thread
18 with his teachers as I am which I have encouraged. The email thread is attached. This is despite
19 the fact that I have sole educational decision-making. That claim is a smokescreen to bring me
20 to court for contempt.

21
22 **Contempt for Childcare**

23
24 I would like to start by saying that I do not own a bar. I own a Thai restaurant that also
25 serves alcohol. The restaurant serves alcohol, but its overwhelming purpose is to be a restaurant.
26 I, of course, have to stop by from time to time when the boys are in my care, but it never
27 exceeds more than a couple minutes. Our final parenting plan signed by Judge Price does not

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1 require me to secure childcare in moments like that. The reason I do not secure childcare for
2 when I need to go to the restaurant is because I am rarely inside, with our children, for long. It
3 does not make sense for me to pay someone to babysit our children for such a short period of
4 time.

5
6 A business does not run itself. There are times I need to stop by to drop off things for the
7 staff to do, check in on current statuses, or answer staff questions. I have a wonderful staff who
8 are very self-sufficient, but that does not mean I do not still put work into the business. Aaron
9 has alleged that our children are working in my restaurant when they are with me. They are not.

10
11 **Contempt for Exposure to Intoxicated Patrons**

12 As I said above, I do not take my children to the restaurant and leave them in the bar area
13 to be taken care of by patrons. My restaurant is divided into three "sections." First is the
14 restaurant that is all ages where everyone sits to eat. The second is the office area. Finally, is the
15 bar. The bar is 21+ only and is walled off from the restaurant and the office. Each area enjoys
16 some level of privacy from the other areas.

17
18 Section "F" of our other orders in the final parenting plan does not say we cannot expose
19 our children to people under the influence. It says that Aaron and I will not drink to intoxication
20 when it is our parenting time. In my restaurant, we do not overserve patrons who appear
21 noticeably intoxicated and we stop serving once we gain that suspicion or believe they have had
22 enough. Second, I do not bring my children around those who are intoxicated. I deny what
23 Aaron has raised against me, but he would not have firsthand knowledge of this unless he is
24 either: 1) bringing our children into potential conflicts and interrogating them or, 2) following
25 me to the restaurant when I have the children. I am unsure how else he would have this
26 information unless it is him speculating.

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1 As a business owner that sells alcohol, I am bound by the laws of the Liquor Board which
2 include that no minors be permitted in the bar area. I could lose my liquor license and my
3 business if I violated that by bringing our young children in.

4
5 **Alcohol Consumption**

6 With that, Aaron believes that I am an alcoholic even though I am virtually never around
7 him. Again, I do not know where he is getting his information. I am not, and never have been,
8 much of a drinker. I also do not partake in smoking marijuana or consuming other THC
9 products. I have submitted supporting declarations discussing my alcohol consumption from
10 those that know me, but I deny that I have any type of problem with alcohol.

11
12 **Contempt on Taxes**

13 Aaron has not read our child support order because it is clear when we will each get to
14 claim for taxes. Aaron receives both claims for taxes if I do not stand to financially gain from
15 claiming **one** of the boys. I was a stay-at-home mom when our divorce was finalized and so my
16 income was imputed. That is not the case anymore and I own a restaurant out in Airway Heights
17 where I do alright for myself. Now that I have an income, I do stand to gain financially from
18 claiming one of the boys. In reading our final child support order, it reads clear to me that I am
19 able to claim one of the children each year so long as I benefit from the claim. I have not
20 claimed both of them on any year since our divorce was finalized.

21
22
23 **Child Support**

24 Aaron seeks to enforce court orders including orders that do not even exist while he
25 refuses to pay child support. I have filed my child support distribution and disbursement
26 statement from DCS that is current up to April 30, 2023. Aaron owes me \$7,609.59 in past due
27

1 child support. Now, he is seeking to hold me in contempt for a relocation that has not happened
2 or orders that do not exist. I have had to hire an attorney to defend me and incurred attorney's
3 fees for the same. It is bad faith for Aaron to come before the court requesting the court enforce
4 nonexistent orders while he himself is not following the court's orders.
5

6
7 I request the court deny any finding of contempt and attorney's fees for the cost of having to
8 respond to Aaron's contempt.
9

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

12 Signed at Spokane, WA on Jun 15, 2023, 2023.

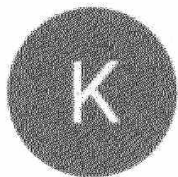
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Sirinya Surina

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DECLARATION OF SIRINYA SURINA - 5

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End of year conference?

Inbox



Kim Yahne May 30

to me, aaron@surina.org ^



From Kim Yahne • KimberlyY@spokaneschools.org

To Sirinya Polarj • sirinyaandrew@gmail.com
aaron@surina.org

Date May 30, 2023, 1:37 PM



Standard encryption (TLS).

[View security details](#)

23.6.12 Declaration of Sirinya Surina

Final Audit Report

2023-06-15

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"23.6.12 Declaration of Sirinya Surina" History

-  Document created by Jonathan Bisceglia (jbisceglia@ksblit.legal)
2023-06-15 - 5:36:53 PM GMT
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