

CASE NUMBER
201703018170
SN:501.0 PC:23

FILED
7/10/2023
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 first being duly sworn upon oath deposes and says:

I have read Aaron's motion to prevent my relocation and there are issues I want to correct. I did not move on May 24, 2023. This was already addressed at our contempt hearing and my address was said on the record. I waited the fifteen days after being served Aaron's objection for him to bring his motion to restrain the relocation. He did not, and I moved. I moved on June 28th and turned in the keys on June 29th.

I did not claim that I only spend 20 minutes per week at my restaurant. I said that I do not have **our children** at the restaurant for any extended period of time. I am the owner; I do work more than twenty minutes per week. Aaron does not need to "prove that's not true at trial" because I agree it is not true.

Aaron states in his declaration that at the last hearing the court issued an order requiring I produce two tax forms for him to file his taxes. The court did not issue an order regarding taxes and, in fact, indicated a modification to our child support order was not why we were in court.

Regardless, I am already ordered to do what Aaron is asking. Our current child support order
DECLARATION OF SIRINYA SURINA - 1

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Spokane, WA 99201
T 509 624 8988 **F** 509 474 0358

1 requires I provide those forms and I have. I filed the 8332 forms under seal with the court
2 previously. Aaron reached out to my attorney requesting those documents. A declaration of
3 counsel with that correspondence is filed alongside this response. He tells the court that I do not
4 believe I have to follow the court's orders. This is not true, but I did not even have time to get tax
5 transcripts needed for my attorney to properly respond before Aaron brings this motion to restrain
6 the relocation that almost exclusively discusses taxes. Attached hereto as **Exhibit A** is a true and
7 correct copy of a March 5, 2021 message from Our Family Wizard where I told Aaron I would
8 claim Andrew for the earned income credit after covid and I attached the 8332 form. Attached
9 hereto as **Exhibit B** is a true and correct copy of a February 21, 2023, message from Our Family
10 Wizard where I delivered to Aaron the 8332 form electronically and said I would bring him a
11 hard copy. Filed under seal is another 8332 form that I did for Aaron back in March of 2021.
12

13
14 **Cost**

15 Aaron says that I want to move for "the obvious reason" which is "fear I may be asked to
16 contribute to the cost of raising our children." This is astounding to read given Aaron is behind
17 almost \$8,000 in child support. I do not know if Aaron thinks that his child support covers 100%
18 of the costs for our children, but it certainly does not. I am not afraid of contributing to the cost
19 of raising our boys. I do it every day.
20

21 **Relocation**

22 First in his motion, Aaron has asked that the court order a proposed parenting plan that he
23 filed. I was not served with a proposed parenting plan with his motion, so I do not know what he
24 is referencing. Given that I am living so close to him, it is not appropriate for the court to modify
25 our parenting plan at this time, and I request the court deny this request. He handed my attorney
26
27

DECLARATION OF SIRINYA SURINA - 2

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1 a proposed parenting plan at the contempt hearing. If this is the parenting plan he is talking about,
2 it cuts my time down to only seven days per month though I am currently primary residential
3 parent. There are restrictions placed on me and Aaron gets sole decision making. In our current
4 plan, Aaron is restricted, and I have sole decision making.

5
6 I request the court deny Aaron's motion as the relocation is likely to be granted at a full trial,
7 and each factor weighs in my favor. I have been the primary parent for our sons for their entire
8 lives. I have been the primary residential parent since trial with Judge Price back in 2019 and was
9 their primary parent before trial as well. I am the stability of everyday life that our sons know. I
10 made the day-to-day decisions such as medical care, dental care, and I am with them every day I
11 have them. This was reinforced in our final parenting plan. Aaron says that I did not consider our
12 children in "any regard" when deciding to move to Cheney. This is not true. They were the
13 primary consideration in making this move. I stayed so close because of their relationship with
14 Aaron, their schooling, their friends, and I bought the home I did so they would have more space.

15
16 Aaron and I have not agreed to a relocation. I did not agree to his relocation to Idaho and he
17 has not agreed to my relocation to Cheney.

18
19 Disrupting our children's contact with me through the relocation action would be more
20 detrimental to our sons than disrupting their contact with Aaron because I have been their primary
21 parent for so long. The upside to my relocation is that their contact with Aaron will not be
22 disrupted at all because I am only increasing our commutes for exchanges by seven minutes and
23 I am not asking that the parenting plan be changed. I understand that our sons are bonded with
24 Aaron and love him. I have had majority time for the last four years and a complete upheaval of
25 that time would not be good for our sons. It would be much more damaging to them than changing
26 schools because their daily life as they have known it for so long would be turned on its head.

27
DECLARATION OF SIRINYA SURINA - 3

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1 Under our current parenting plan issued after trial, Judge Price made an abusive use of
2 conflict finding against Aaron. The court found that he had consistently involved our children in
3 the conflicts as well. Attached hereto as **Exhibit C** is a true and correct copy of our final parenting
4 plan. Aaron went so far as to travel to Thailand, navigate their court system, and return to
5 Washington attempting to register that custody order under case number 19-3-00129-32 where
6 the court sanctioned him for that behavior. In his declaration in support of his motion to prevent
7 the relocation, he is dismissive of my relationship with our children. He even addresses them as
8 [Child 1's Name] and [Child 2's Name] on page three. I do not like his behavior, but I still agree
9 that our children are bonded with him and love him. It is still important we are both in their lives.
10

11 I have previously detailed my reasons for relocating, but I will reiterate them now. I
12 relocated for the primary reason of affordability and quality of life. With a home I am able to
13 afford, we have more space and comfort since the home I purchased is larger than where we were
14 previously renting. Owning a home and building equity also helps provide for my future and for
15 our children. Aaron brings his objection in bad faith. I am relocating eleven (11) minutes away
16 from where he currently lives which increases the commute time by seven minutes. He cannot
17 articulate a reason why the **relocation** is against our children's best interests. His declaration is
18 dedicated to allegations without personal knowledge that our children are constantly at my
19 restaurant. I have already addressed this. Aaron does not actually contest the relocation as much
20 as he discusses taxes. His only concern is finances.
21

22 One of our sons has an IEP through his school. I have sole educational decision-making but
23 still alerted Aaron to this decision. There is no reason that the IEP cannot be duplicated at his new
24 school where he will receive the same level of support. Regardless of my relocation or not, David
25 would be changing schools next year anyhow. He was in Hutton Elementary School and would
26
27

DECLARATION OF SIRINYA SURINA - 4

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1 be moving up to middle school. The relocation will not have a major impact on either of our sons'
2 educational needs. The middle school that David will be going to offers smaller class sizes which
3 allows more individualized education. My current intention is to have David in his new school
4 for a couple of weeks and then meeting with the school to make any necessary modifications to
5 his IEP as the school sees fit. Since we are still so close to where we were, they will still have
6 their friends and still see them often. The resources that are available to them will be substantially
7 similar in Cheney. I do not intend on changing their dentist or doctor and we have the same
8 educational and recreational resources available.
9

10 My lease ended on June 30, 2023, which is why I began looking for houses when I did. My
11 house closed on May 23, and I needed time to find an attorney and get the relocation process
12 going. Again, I cannot request the court to allow me to relocate if I do not know where I am going.
13 I still communicated with Aaron about buying a house before hiring my attorney. Attached hereto
14 as **Exhibit C** is a true and correct copy of correspondence with Aaron about looking at homes. I
15 did not want to pay for an attorney to do the relocation process until I knew, definitively, where I
16 would be going. I ultimately hired my current attorney on June 12, 2023, which was as fast as I
17 could get an attorney and three days after I was served Aaron's objection. My alternative to
18 relocation would have been finding another rental that still may not have been in the same school
19 district depending on the cost. Like I said, my reason for relocating was primarily cost and
20 permanence. Cost would have been just as big a factor in determining where to rent as it was
21 when determining where to buy. Buying was a more sound financial decision.
22
23

24 **Restraining Order**

25

26 I am not asking the court to enter any kind of restraining order. I previously sought a
27 protection order that was denied three years ago. I have not asked that our children be forbidden
DECLARATION OF SIRINYA SURINA - 5

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1 from calling loved ones in my request to move. There is no mention of that in any motion,
2 declaration, or message. It is disgusting to read that Aaron continues this lie that my mother has
3 sexually assaulted our children. It is a baseless allegation much like the rest of what he has put
4 forward.

5
6 My children's quality of life was my largest motivator in finding us a home to live in
7 permanently, with more space for them as they age, and remaining close to those they have
8 established relationships with. I do not want to change the parenting plan and do believe that our
9 sons love Aaron. I request the court deny Aaron's motion to restrain my temporary relocation.

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

13 Signed at SPOKANE, WA on Jul 10, 2023.

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16 Sirinya Surina
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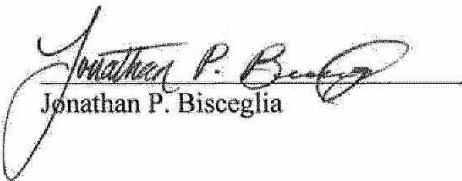
CERTIFICATE OF SERVICE

I hereby certify that on this 10th day of July, 2023, I caused to be served a true and correct copy of the foregoing document, by the method indicated below and addressed as follows:

Aaron Surina
PO Box 30123
Spokane, WA 99223

 X

U.S. MAIL
OVERNIGHT MAIL
DELIVERED
FACSIMILE
E-MAIL


Jonathan P. Bisceglia

Declaration of Sirinya Surina

Final Audit Report

2023-07-10

Created:	2023-07-10
By:	Jonathan Bisceglia (jbisceglia@ksblit.legal)
Status:	Signed
Transaction ID:	CBJCHBCAABAAY1qDlKAz7bLIAT7La3bUXMoWghVFah

"Declaration of Sirinya Surina" History

-  Document created by Jonathan Bisceglia (jbisceglia@ksblit.legal)
2023-07-10 - 9:38:49 PM GMT
-  Document emailed to sirinyaandrew@gmail.com for signature
2023-07-10 - 9:39:06 PM GMT
-  Email viewed by sirinyaandrew@gmail.com
2023-07-10 - 9:41:46 PM GMT
-  Signer sirinyaandrew@gmail.com entered name at signing as SIRINYA SURINA
2023-07-10 - 9:46:03 PM GMT
-  Document e-signed by SIRINYA SURINA (sirinyaandrew@gmail.com)
Signature Date: 2023-07-10 - 9:46:05 PM GMT - Time Source: server
-  Agreement completed.
2023-07-10 - 9:46:05 PM GMT



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EXHIBIT A

EXHIBIT - 1

KSB LITIGATION, P.S.
510 W. Riverside Ave. #300
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From: Sirinva Surina

Mar 05 2021 11:17 AM

To: Aaron Surina

Subject: RF: Taxes

Child Support Order dated Dec 20, 2019

Page 5 of 8 ~ Item 18 ~ Lines 6 thru 9

Specifically allows me to claim Andrew if there is a benefit to me. See attached screen shot.

I am claiming Andrew as a dependent for 2020 so that I can take full benefit of the Earned Income Credit

I have attached Form 8332 so that you can claim David as a dependent on your taxes.

 **Reply**

 **Reply All**

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EXHIBIT B

EXHIBIT - 1

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EXHIBIT C

EXHIBIT - 1

KSB LITIGATION, P.S.
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CN: 201703018170
SN: 349
PC: 10

FILED
DEC 20 2019
Timothy W. Fitzgerald
SPOKANE COUNTY CLERK

Superior Court of Washington, County SPOKANE

In re the Marriage of:	No. 17-3-01817-0
SIRINYA SURINA	Parenting Plan
Petitioner,	(PPP/PPT/PP)
And	[X] Clerk's action required: 1.
AARON MICHAEL SURINA	
Respondent.	

Parenting Plan

- 1. This parenting plan is a **Court Order** signed by a judge. This is a Final order (PP).
- 2. **Children** - This parenting plan is for the following children:

<u>Child's name</u>	<u>Age</u>
1. David Michael Surina	7
2. Andrew Alex Surina	3
- 3. **Reasons for putting limitations on a parent** (under RCW 26.09.191)
 - a. **Abandonment, neglect, child abuse, domestic violence, assault, or sex offense.**
Neither parent has any of these problems.
 - b. **Other problems that may harm the children's best interests:**
A parent has one or more of these problems as follows:

Abusive use of conflict - Respondent, Mr. Surina, has repeatedly engaged in abusive use of conflict with the Petitioner and has consistently involved the minor children in the conflicts, which is then contrary to the children's best interest and emotional health.

4. Limitations on a parent

The court's oral ruling has been reduced to writing. ~~The verbatim transcript of the court's oral ruling filed herein is included in the court's order related to this parenting plan.~~

~~The court's verbatim transcript (hereinafter "VBT") shall be part of the permanent record and shall be included as the court's order in all future judicial rulings. Conflicts, if any, between the verbatim transcript and the written orders including the decrees, child support order or parenting plan shall be resolved in favor of the verbatim transcript.~~

The following limits or conditions apply to Aaron Surina.

Please see the civil restraints/no contact order filed herein by separate order and or as noted in Section 14, paragraph I.

5. Decision-making

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

a. Who can make major decisions about the children?

Type of Major Decision	Joint (parents make these decisions together)	Limited (only the parent named below has authority to make these decisions)
School / Educational		Sirinya Surina
Health care (not emergency)		Sirinya Surina
Other: Extra Curricular Activities*		Sirinya Surina

- Religious upbringing Sirinya Surina*
- Extracurricular Activities that interfere with the other parent's residential time shall be jointly decided.
 - Those Extracurricular Activities where there is a request for financial contribution must be jointly decided. If either parent declines to contribute financially to a particular activity it shall not preclude the child from participating in the activity so long as it does not interfere with the other parent's residential time.

1
2 **b. Reasons for limits on major decision-making, if any:**

3 Major decision-making **should** be limited because of problems as described in 3.b.
4 above.

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

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

- 8 **a.** To solve disagreements about this parenting plan, the parents will go to court (without
9 having to go to mediation, arbitration, or counseling).

10 **7. Custodian**

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

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

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

20 **Complete** the parenting time schedule in sections **8 - 11**.

21 **8. School Schedule**

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

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

24 **b. School-Age Children**

~~This schedule will apply when begins: Other:~~

This schedule will apply immediately.

The children are scheduled to live with SIRINIYA SURINA except when they are scheduled
to live with Aaron M. Surina on:

WEEKENDS: From Thursday after school until Monday morning when the children will
be delivered to school on the following rotation:

Two weekends with Aaron M. Surina, one weekend with Sirinya Surina and ~~the~~ two weekends with Aaron M. Surina followed by one weekend with Sirinya Surina etc.

From Thursday at 3:00 p.m. to Monday at 8:30 a.m.:

9. Summer Schedule

Summer begins and ends according to the school calendar of the school district where the children primarily reside.

~~It is understood the parties will exchange the exact days for the summer schedule by May 1st of each year. In the event of a conflict, in even years the father's schedule will prevail, in odd years the mother's shall prevail.~~

Summer begins with that Friday immediately following the release of school, even if school is released on a Friday, and it ends on that Sunday preceding the Sunday of Labor Day weekend. The children will reside with Sirinya Surina the first and last week of every summer ~~every year.~~

The parents will alternate weeks for the Summer and exchange the children on Sunday at 6:00 p.m. with Aaron Surina receiving the 1st week of the rotation each summer unless otherwise agreed upon in writing between the parties.

~~It is understood the parties will exchange the exact days for the summer schedule by May 1st of each year. In the event of a conflict, in even years the father's schedule will prevail, in odd years the mother's shall prevail.~~

10. Holiday Schedule (includes school breaks)

This is the Holiday Schedule for all children:

<u>Holiday</u>	<u>Children with: Sirinya Surina</u>	<u>Children with: Aaron Surina</u>
Martin Luther King Jr. Day	With the parent who is exercising residential time for the weekend	
Presidents' Day	With the parent who is exercising residential time for the weekend	
Spring Break	Spring break will be defined by the school district where the children primarily reside and will begin the Friday before Spring Break at 6:00 p.m. and end on Sunday at 6:00 p.m. the day before classes resume. Spring break will be alternated each year.	
Mother's Day	Odd	Even
	Every Year - from 9am to 9pm	
Memorial Day	With the parent who is exercising residential time for the weekend	
Father's Day	from 9am to 9pm.	Every Year

Fourth of July will be spent with the parent who has the children in their care pursuant to the summer schedule.

1	<u>Holiday</u>	<u>Children with: Sirinya Surina</u>	<u>Children with: Aaron Surina</u>
2	Fourth of July	Odd Years Follow the Summer Schedule in Section 9	Even Years
3	Labor Day	Every Year	
4	Halloween	Odd Years	Even Years
5	Thanksgiving	Odd Years	Even Years
6	Day/Break	Thanksgiving shall be defined as from 6:00 p.m. on Wednesday before Thanksgiving until 6:00 p.m. Sunday after Thanksgiving.	
7	Winter Break	Winter break shall be defined as: From the day school is released until the day before classes resume. Therefore, Christmas Eve, Christmas Day, New Year's Eve, and New Year's Day are governed by winter break. The 1 st half of Christmas break will be from the day school is released until 12:00 p.m. Christmas Eve Day. The 2 nd half will be from 12:00 p.m. Christmas Eve Day until the day before classes resume at the end of the Winter Break.	
8			
9			
10			
11		2 nd Half Even Years	1 st Half Even Years
12		1 st Half Odd Years	2 nd Half Odd Years
13	11. Conflicts in Scheduling	<i>children's birthday: with the parent that otherwise has the child in his/her care at that time.</i>	
14		The Holiday Schedule must be observed over all other schedules. If there are conflicts within the Holiday Schedule:	
15		Named holidays shall be followed before school breaks.	
16	12. Transportation Arrangements		
17		The children will be exchanged for parenting time at school whenever possible. Until Andrew is enrolled in school he shall be exchanged at curbside or he may be escorted to the mother's door for the exchange. The parties will not communicate with each other during these exchanges.	
18		<i>The receiving parent</i>	
19		Aaron Surina will provide all transportation for the weekly visitation exchanges.	
20		When school is not in session, the exchanges will be at 3:00 p.m.	
21		The Summer exchanges shall be at 6:00 p.m. on Sunday.	
22		When Aaron is exercising a 3 day weekend that includes a Monday holiday, the return to school will be Tuesday morning.	
23		Who is responsible for arranging transportation?	
24			

The **picking up** parent - The parent who is about to **start** parenting time with the children must arrange to have the children picked up for the various extended vacations such as Spring Break Thanksgiving Winter Break and Summer.

Other details:

Exchanges shall be no longer than 5 minutes. Father may escort children to the door. There shall be no communication between the parties except through Family Wizard as noted below.

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

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

Move to a different school district

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

Exceptions:

- If the custodian could not reasonably have known enough information to complete the form in time to give 60 days' notice, the custodian must give notice within **5 days** after learning the information.
- If the custodian is relocating to a domestic violence shelter or moving to avoid a clear, immediate and unreasonable risk to health or safety, notice may be delayed **21 days**.
- If information is protected under a court order or the address confidentiality program, it may be withheld from the notice.
- A custodian who believes that giving notice would put her/himself or a child at unreasonable risk of harm, may ask the court for permission to leave things out of the notice or to be allowed to move without giving notice. Use form *Motion to Limit Notice of Intent to Move with Children (Ex Parte)* (FL Relocate 702).

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

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

Move within the same school district

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

Warning! If you do not notify...

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

Right to object

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

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

Right to move

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

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

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

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

Parenting Plan after move

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

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

5 **Forms**

6 You can find forms about moving with children at:

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

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

11 **14. Other**

- 12 a. Our Family Wizard: **The parties are ordered to visit www.OurFamilyWizard.com,**
- 13 **and each establish a parent account to utilize the tools listed in the "Services" tab. Each**
- 14 **shall enroll in the program ~~for a one-year subscription~~.**

15 **The parties shall thereafter** conduct all communications with each other using Our Family

16 **Wizard** including but not limited to parenting plan matters, information sharing order matters,

17 **schedule alterations and reimbursable expenses matters on the website and shall not**

communicate with each other directly in any other way but especially regarding issues relating to the children and shall post all communication exclusively on the website. Each party shall respond to the other's request or notification within 48 hours if a response is required.

18 **A party's failure to respond** within such time period without requesting an extension of time to obtain further information of independent medical advice, shall be deemed a consent or a waiver, as the case may be, of the action, activity, period, or decision requested or offered.

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20 **Although no issues regarding health reimbursements are presently before the court, the court**

21 **orders the parties to** utilize the website's Expense feature, OFW Pay, to have a future record of all potentially reimbursable expenses in order to mitigate the necessity to litigate in the future over such matters.

22 **Each parent shall preserve** the original of any scanned document that is posted.

23 ~~The parties shall consider and discuss establishing children's pages for each of the children on~~

24 ~~the website.~~

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up Neither party shall fail to renew the annual subscription to the website without a signed and filed stipulation or a court order. *allowing them not to renew*

Admissibility. The above noted information and communications posted on the Family Wizard website shall be deemed admitted into any subsequent court hearings regarding this matter.

- b. Neither parent shall speak disparagingly of the other parent while in the presence of the child nor allow 3rd parties to do so in the presence of the child.
- c. There shall be no telephone contact between the children and the other parent who is not exercising residential time with the child
- up* d. Neither party will transport the children without a valid driver's license. *and insurance*
- e. Each parent will provide the other parent with a current telephone number at all times.
- f. Neither part will consume alcohol to intoxication while caring for the children.
- up* g. No illegal substances or legal marijuana when caring for the children.
- up* h. All firearms with be locked and inaccessible to the children. *at all times*
- i. Neither party shall travel outside Washington with the children without advising the other parent where they are going and when they are returning. *with the children of the other parent.*
- up* j. Neither party shall travel outside the United States without advanced written consent. *If the parties are unable to agree, they will bring the issue before the court.*
- up* k. Telephone contact between the children and the non-visiting parent is suspended. After one year, either party can approach the court to *relook* *custodial* *review* this provision.
- l. Mr. Surina is restrained for 1 year, unless it is related to the children as follows: 1.) no contact including but not limited to email, text or telephone or through other persons. 2.) He shall not come within 1 block of Sirinya unless it is to pick up or drop off the children. This is not a DV no contact and is not meant to involve Law Enforcement. The remedy shall be brought before the court by way of contempt or other relief.
- up* m. During the occasions when exchanges are required at *either party's residence* ~~the residence of the mother~~, drop of shall be limited to 5 minutes. *maximum*.

- 15. **Proposal** *No. All communications shall be strictly limited to issues involving the children only when communicating. The parties will treat each other with respect dignity & courtesy at all times.*
- Does not apply. This is a court order.
- 16. **Court Order**
- This is a court order (if signed by a judge or commissioner below).

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

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

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

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

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7 Date

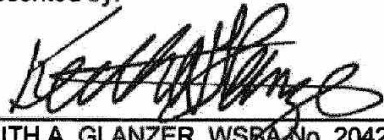
12/28/14

JUDGE MICHAEL PRICE

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

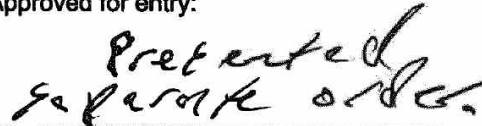
10 Violation of **residential** provisions of this order with actual knowledge of its terms is
11 punishable by contempt of court and may be a criminal offense under RCW
12 9A.40.060(2) or 9A.40.070(2). Violation of this order may subject a violator to arrest.

13 Presented by:

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16 KEITH A. GLANZER, WSEA No. 20424
17 Attorney for Petitioner

Approved for entry:

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Aaron M. Surina, Self-represented
Respondent