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**TIMOTHY W. FITZGERALD
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**SUPERIOR COURT OF WASHINGTON
COUNTY OF SPOKANE**

In re the Matter of:

SIRINY SURINA,

Petitioner,

and

AARON SURINA,

Respondent.

NO. 17-3-01817-0

ORIGINAL

**VERBATIM REPORT OF PROCEEDINGS
ORAL RULING**

BE IT REMEMBERED that the above-entitled matter was
heard before the Honorable Peter Palubicki, Superior Court
Judge, County of Spokane on March 12, 2024, in Courtroom
204.

SUSAN L. ROBSON, TRANSCRIBER
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APPEARANCES:

For the Petitioner: MR. STAN KEMPNER
Attorney at Law
900 North Maple St.
Suite 200
Spokane, WA. 99205

For the Respondent: MR. AARON SURINA
Pro Se

1 THE COURT: So, the Court is ready to rule.

2 MR. SURINA: Okay, thank you, Your Honor.

3 THE COURT: So, looking through the ten factors, the
4 majority of the, frankly, the majority of the evidence that
5 was presented by the petitioner did not relate to the 520
6 factors. Very little evidence was presented on them. Let's
7 take them one at -- before I get into that, I'll just
8 mention that, you know, there's a rebuttable presumption
9 that the intended relocation of the child will be permitted.
10 I mentioned that this morning. If you didn't present any
11 evidence at all, the relocation would have been permitted.

12 MR. SURINA: It was (unintelligible)---

13 THE COURT: And I would greatly appreciate it if I
14 could make my ruling without being interrupted, Mr. Surina.

15 MR. SURINA: I apologize.

16 THE COURT: So, you have the burden of rebutting that
17 presumption by demonstrating that the detrimental effect of
18 the relocation outweighed the benefit of the change to the
19 child, and the relocating person based upon the following
20 factors. That language is key because it's not only that
21 you have the burden of demonstrating that the detrimental
22 outweighs the benefit to the child, which I believe you
23 tried to do, but you didn't make any attempt to---

24 MR. SURINA: I did---

25 THE COURT: You didn't make any attempt to demonstrate

1 that the relocation, that the detrimental effect of the
2 relocation outweighed the benefit to Ms. Surina.

3 MR. SURINA: The school---

4 THE COURT: You had to -- you were so focused on the
5 children---

6 MR. SURINA: That's all there---

7 THE COURT: ---that you didn't---

8 MR. SURINA: Yeah.

9 THE COURT: That you didn't---

10 MR. SURINA: I'm not objecting to anything else though.
11 (Unintelligible)---

12 THE COURT: I'm close to just calling for security at
13 this point, Mr. Surina because I'm tired---

14 MR. SURINA: Can I go?

15 THE COURT: ---of being interrupted. You can---

16 MR. SURINA: I don't want security.

17 THE COURT: No, you can---

18 MR. SURINA: I can get -- I apologize

19 THE COURT: ---choose to stay or you can choose to go,
20 but at some point, if you keep interrupting the Court,
21 like---

22 MR. SURINA: Because I have questions, I don't
23 understand why---

24 THE COURT: And that's and now when the Court rules is
25 not the time for your questions. The Court has answered a

1 lot of your questions.

2 MR. SURINA: I understand.

3 THE COURT: So, Mr. Surina, made no attempt to address
4 that portion of it. To show that the detrimental effect of
5 the relocation outweighed the benefit to Ms. Surina. Mr.
6 Surina did put on evidence on factor one, the relative
7 strength, nature, quality, extent of involvement, and
8 stability of the child's relationship with each parent,
9 siblings, and other significant persons in the child's life.
10 You did talk a lot about his children. He has a strong
11 relationship with them. That they're everything to him.
12 That David is a really bright kid. That he provides a lot
13 of their, as he put it, 200 percent of their financial
14 support.

15 MR. SURINA: Are you---

16 THE COURT: He also talks a lot about his son, Andrew.
17 He did present some evidence on that. But the factor talks
18 about, you know, the relative strength, nature, quality,
19 extent of involvement, stability of the child's relationship
20 with each parent. There wasn't a whole lot of information
21 on the strength of the relationship between each child and
22 the mother.

23 MR. SURINA: So much.

24 THE COURT: Mr. Surina testified that there were no
25 prior agreements of the parties. He did -- didn't mention

1 that the disrupting the school and support networks on
2 factor three but did not really address that factor.

3 So, for those -- so factor four, there was evidence
4 that Mr. Surina is subject to limitations under RCW
5 26.09.191.

6 Five, the reasons of each person for seeking or
7 opposing the relocation, the good faith of each of the
8 parties in requesting or opposing the relocation. Mr.
9 Surina did testify that, you know, he was objecting the
10 relocation in good faith. He was opposing it because of the
11 lack of support networks at the Cheney Schools. Didn't
12 really talk about Cheney Schools very much. There's no
13 evidence that they were inferior in any way to the Spokane
14 School District. He did mention that there was not as much
15 as a support network there. And that the teachers, I guess,
16 at the current school are more -- a lot more familiar with
17 the kids than they would be at the Cheney School District.

18 For five there was, you know, though it is in analyzing
19 good faith is tricky because on the one hand Mr. Surina is
20 saying that he doesn't object to the move of the mom. He
21 doesn't want the kids to objected -- on one hand he seems to
22 be almost conceding the issue of relocation.

23 MR. SURINA: Definitely.

24 THE COURT: And saying that he just wants to go and
25 modify the parenting plan, but it's been made so obvious in

1 this hearing that we're not here to wholesale modify the
2 parenting plan. We're dealing with relocation.

3 Probably the most evidence that the Court heard on any
4 of the factors was six when he was talking about the age,
5 developmental stage, and needs of his children. But there
6 wasn't, you know, aside from familiarity with the current
7 school there wasn't a whole lot of evidence on the impact of
8 the relocation. That there wouldn't be professionals in the
9 Cheney School District to address any of the issues that the
10 kids may have.

11 The quality of life, resources, opportunities. A lot
12 of this testimony was about, you know, Mr. Surina put the
13 love in the home, opportunities in the schools, but not,
14 again, no specific testimony about the current location
15 versus the proposed location.

16 The availability of alternative arrangements to foster
17 and continue the child's relationship with and access to the
18 other parent. Mr. Surina just said that he had zero access
19 that he attempted to negotiate for the kids, but there's
20 bitterness there. So, again there's a dearth of information
21 on that factor.

22 Alternatives to relocation, whether it's feasible and
23 desirable for the other party to relocate also. Mr. Surina
24 didn't address this---

25 MR. SURINA: There's no option to.

1 THE COURT: ---issue. How difficult it would be for
2 him to relocate, because that is in the factor.
3 MR. SURINA: It is.
4 THE COURT: He did not address that at all.
5 MR. SURINA: We did though.
6 THE COURT: The financial impact---
7 MR. SURINA: All this was litigated.
8 THE COURT: ---was not addressed today. Just like
9 we're talking about all these factors being addressed today.
10 MR. SURINA: Yeah.
11 THE COURT: The financial impact was not addressed.
12 MR. SURINA: It's not big.
13 THE COURT: Again, we're talking about a distance of---
14 MR. SURINA: Minor, very minor.
15 THE COURT: ---15 minutes away.
16 MR. SURINA: Yeah.
17 THE COURT: Mr. Surina freely admits that there's
18 longer distances in the Spokane School District in which Ms.
19 Surina perhaps if she had found a home that she could afford
20 in a different part of the Spokane School District we
21 wouldn't even be here today.
22 So, looking at the factors, don't see how any of them
23 weigh in Mr. Surina's favor in this case. It was his burden
24 to prove them. He stepped outside the courtroom.
25 Apparently just not liking where the court's ruling is

1 going.

2 The Court will address them individually. For one, Mr.
3 Surina has not overcome the presumption on factor number
4 one. Factor number two is not a factor in this case.
5 Neither is factor eleven. Three he has not overcome, not
6 met his burden. Four is clearly against him because he does
7 have 191 factors. Five, though, it's -- I won't rule on
8 good faith, but he has not met his burden on factor five.
9 Six, again, the kids have needs but very little information
10 on how the relocation would impact them. Hasn't met his
11 burden on six. Seven, no. Very little information on the
12 quality of life at the proposed geographical location.
13 Failed to meet his burden on seven. Eight, not even
14 discussed. Failed to meet his burden on eight. Same with
15 nine and ten.

16 So, the Court does grant the petitioner's 41 (c)(3)
17 motion.

18 MR. KEMPNER: There's one other issue on attorney's
19 fees. I think it's become evident I realize Mr. Surina has
20 voluntarily left the room. But you've seen his reaction and
21 what we've been confronted with. I know we didn't address
22 the other issues that would have been subsequent if you had
23 ruled against my client. But there's a lot of unnecessary
24 litigation here. As I pointed out in my brief, as of the
25 time I wrote my brief there were 101 documents that had been

1 filed. You know as well as I do, that 101 documents since
2 June until today in a case like this is extraordinary.
3 You've also heard that Mr. Surina does not have any aversion
4 to lying. He said so. He put it in his -- there's a
5 document. So, we can't even get -- we can't even get a
6 straight address for him. So, I'm asking for attorney fees
7 either under CR 11. There's also a provision for attorney's
8 fees if he fails to rebut the presumption.

9 THE COURT: If you would like to file a motion under CR
10 11 you are able to file one.

11 MR. KEMPNER: I will.

12 THE COURT: And would you then be submitting your time
13 along with that?

14 MR. KEMPNER: I will.

15 THE COURT: Is there anything else we need to address?

16 MR. KEMPNER: No, I -- let me -- I assume

17 THE COURT: Also, will you be drafting proposed
18 Findings of Fact, Conclusions of Law on the relocation
19 issue.

20 MR. KEMPNER: I will do that. What I'm going to do---

21 THE COURT: Can you send those in Word document to my
22 court administrator, I'm sure I'd like to---

23 MR. KEMPNER: Sure.

24 THE COURT: ---tweak those as well.

25 MR. KEMPNER: The only other thing I'm thinking about

1 is and I have to talk to my client, we are just before
2 spring vacation, right. When is spring vacation?

3 MS. SURINA: (Unintelligible).

4 MR. KEMPNER: Hmm?

5 MS. SURINA: (Unintelligible).

6 MR. KEMPNER: Spring vacation for Easter and things
7 like that?

8 MS. SURINA: Oh, (Unintelligible).

9 MR. KEMPNER: Well, okay, it's coming up. And what I
10 need to talk to you -- it may take a minute.

11 THE COURT: Of course.

12 MR. KEMPNER: Your Honor, in order to make life easy
13 for the children as part of the order she is willing to let
14 the kids remain in School District 81 until obviously the
15 end of school and resume going to the Cheney School District
16 the following year.

17 THE COURT: That was on the Court's mind. That will be
18 the order of the Court. The kids will remain in the current
19 school district until the end of the year.

20 MR. KEMPNER: Okay. I appreciate it. I will get
21 something off to you in the next couple days. This was
22 recorded, so I can get a CD of it.

23 CLERK: Yes.

24 THE COURT: Okay.

25 MR. KEMPNER: I appreciate it.

1 THE COURT: Okay, so the Court, you left in the middle
2 of the ruling, Mr. Surina.

3 MR. SURINA: I didn't want to -- I didn't want you to
4 call security on me. I was stressing out about it. I
5 apologize. I needed to get out.

6 THE COURT: The Court just didn't want you to keep
7 interrupting---

8 MR. SURINA: I understand.

9 THE COURT: ---while I was making it's ruling. The
10 Court has given you a lot of leeway---

11 MR. SURINA: I appreciate that.

12 THE COURT: ---in this case. The Court did grant the
13 defense's motion---

14 MR. SURINA: What was that?

15 THE COURT: ---to dismiss your petition.

16 MR. SURINA: Does that dismiss the previous rulings?

17 THE COURT: The Court has ruled on the issue of
18 relocation.

19 MR. SURINA: Okay.

20 THE COURT: Mr. Kempner will be preparing an order on
21 Findings of Fact and Conclusions of Law. The Court has also
22 ruled that the children will stay in the Spokane School
23 District until the end of this school year. Mr. Kempner
24 will be filing a motion for---

25 MR. SURINA: Thank you.

1 THE COURT: ---attorney's fees under CR 11. You, I
2 told you that if after we address the relocation issue you
3 filed -- you noted up numerous things on---

4 MR. SURINA: Yeah, I was trying to figure out---

5 THE COURT: ---the docket and I'm not---

6 MR. SURINA: Yeah. I (unintelligible) hear this.

7 THE COURT: I'm not faulting you but since you came
8 back, I'm glad you came back because the Court was just
9 going to strike those---

10 MR. SURINA: No, please don't.

11 THE COURT: ---because you left. But we can -- we can
12 at least give you a framework so do you have something to
13 write with?

14 (COURT'S RULING CONCLUDES)

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1 STATE OF WASHINGTON)
2)
3 COUNTY OF STEVENS)

CERTIFICATE

4 I, SUSAN L. ROBSON, a notary public in and for the
5 State of Washington, do hereby certify:

6 That I am an authorized transcriptionist;

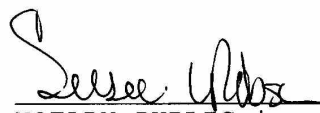
7 I received the electronic recording directly from the
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9 This transcript is a true and correct record of the
10 proceedings to my best ability, including any changes made
11 by the judicial officer reviewing the transcript;

12 I am in no way related to or employed by any party in
13 this matter, nor any counsel in the matter; and

14 I have no financial interest in this litigation.
15

16
17 WITNESS my hand and seal this 21st day of March, 2024 at
18 Clayton, Washington.

19
20 

21 NOTARY PUBLIC in and for the
22 State of Washington, residing
23 at Clayton. My commission
24 expires: 09/09/2025
25