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DEPARTMENT OF  
JUDICIAL ADMINISTRATION  
KING COUNTY, WASHINGTON

**PRESENT IN PERSON**

**Superior Court of Washington  
County KING COUNTY**

**In re the Marriage of:**

CHIE KAWABATA

**No. 11-3-00982-7 SEA**

**Parenting Plan**

**Final Order (PP)**

**and**

**Petitioner,**

KRISTOFFER G. MORNESS

**Respondent.**

**This parenting plan is:**

the final parenting plan signed by the court pursuant to a decree of dissolution, legal separation, or declaration concerning validity signed by the court on this date or dated

**It Is Ordered, Adjudged and Decreed:**

**I. General Information**

**This parenting plan applies to the following child:**

Name	Age
Maximus Kristoffer Morness-Kawabata	4

1  
2  
3 **II. Basis for Restrictions**

4 *Under certain circumstances, as outlined below, the court may limit or prohibit a parent's contact*  
5 *with the child and the right to make decisions for the child.*

6 **2.1 Parental Conduct (RCW 26.09.191(1), (2))**

7 Does not apply.

8 **2.2 Other Factors (RCW 26.09.191(3))**

9 Does not apply.

10  
11 **III. Residential Schedule**

12 *The residential schedule must set forth where the child shall reside each day of the year,*  
13 *including provisions for holidays, birthdays of family members, vacations, and other special*  
14 *occasions, and what contact the child shall have with each parent. Parents are encouraged to*  
15 *create a residential schedule that meets the developmental needs of the child and individual*  
16 *needs of their family. Paragraphs 3.1 through 3.9 are one way to write your residential*  
17 *schedule. If you do not use these paragraphs, write in your own schedule in Paragraph 3.13.*

18 **3.1 Schedule for Children Under School Age**

19 Prior to enrollment in school, the child shall reside with the petitioner, except for  
20 the following days and times when the child will reside with or be with the other  
21 parent:

22 Alternate weekends from Friday at 5 pm to Monday at 5 pm, in Canada.

23 **3.2 School Schedule**

24 Upon enrollment in school, the child shall reside with the petitioner, except for the  
following days and times when the child will reside with or be with the other parent:

Alternate weekends from Friday at 5 pm to Sunday at 5 pm, in Canada. The  
visits shall occur in Canada. In the event there is no school on Friday, the father shall have the  
child from Thursday at 5 pm.

**3.3 Schedule for Winter Vacation**

The child shall reside with the Petitioner during winter vacation, except for the following

1 days and times when the child will reside with or be with the other parent:

2 The schedule for winter vacation will follow the Lake Washington School District  
3 Calendar.

4 There shall be two blocks of time: The first block shall be from the day school lets out  
5 at 5 pm to 12/26 at 5 pm. The second block shall be from 12/26 at 5 pm to a return to  
6 school.

7 Mr. Morness shall have the child on the first portion of Winter vacation in even-numbered  
8 years. Ms. Kawabata shall have the child on the second portion of Winter vacation in  
9 even-numbered years. Ms. Kawabata shall have the child on the first portion of Winter  
10 vacation in odd-numbered years and Mr. Morness shall have the child the second  
11 portion of Winter vacation in odd-numbered years.

### 12 3.4 Schedule for Other School Breaks

13 The child shall reside with the petitioner during other school breaks, except for the  
14 following days and times when the child will reside with or be with the other parent:

15 Starting in 2012 the child shall spend mid-winter vacation in odd numbered years with  
16 the father and every spring break with the father.

17 The schedule for other school breaks will follow the Lake Washington School District  
18 Calendar.

19 Spring and Midwinter vacation is defined to be from Monday from 9 a.m. through Friday  
20 at 5:00 p.m. The regular alternating weekend rotation shall not be disrupted.

### 21 3.5 Summer Schedule

22 Upon completion of the school year, the child shall reside with the petitioner, except for  
23 the following days and times when the child will reside with or be with the other parent:

24 For the Summer of 2012 the father shall have visitation with the child for 3 full weeks,  
which may be in 3 one week blocks or a 2 week block and a 1 week block. The visits  
would be inclusive of regularly scheduled visits. Father to have his additional regularly  
scheduled visits except during the mother's vacation time.

Beginning 2013 and 2014, the father shall have extended visitation with the child for two  
uninterrupted weeks at the beginning of the summer. This shall begin the day after the  
last day of school. The father shall also be entitled to two weeks during the last few  
weeks of summer leading up to before school starts. The father shall notify the mother  
no later than April 1 each year of the specific dates and travel plans for his summer  
contact. The child shall be returned to the mother at least 5 days prior to the start of  
school. These visits would be inclusive of father's regularly scheduled visits except  
during mother's vacation time. Father to also have his regular visits.

Beginning during the summer of 2015 and thereafter the father shall have up to three uninterrupted weeks with the child at the beginning of summer, starting the day after the last day of school. The father shall also be entitled to up to two weeks with the child during the last few weeks of summer leading up to before school starts. The father shall notify the mother no later than April 1 of each year of the specific dates and travel plans for his summer contact. The child shall be returned to the mother at least 5 days prior to the start of school. These visits would be inclusive of father's regularly scheduled visits (father to have his regularly scheduled visits) except for mother's vacation time.

### 3.6 Vacation With Parents

The schedule for vacation with parents is as follows:

Beginning 2012 and thereafter, with a minimum of 60 days written notice to the other parent, each parent is entitled to two weeks with the child for vacation purposes, to be taken during his or her regularly scheduled time. For 2012 father's vacation shall be during his 3 extended weeks and mother may exercise two uninterrupted weeks even if it affects one weekend the father's. For the following years, mother may not utilize more than 1 weekend of father's time for her vacation. In the event of a conflict, the mother's requests shall take priority in odd numbered years and the father's requests shall take priority in even numbered years. The parties shall notify each other of their chosen dates by April 1<sup>st</sup> of each year.

Any international travel shall require advanced written approval by the other parent and detailed travel and contact information needs to be provided to the other parent two weeks prior to the trip commencing.

Vacation to be taken during the summer

### 3.7 Schedule for Holidays

The residential schedule for the child for the holidays listed below is as follows:

	With Petitioner (Specify Year Odd/Even/Every)	With Respondent (Specify Year Odd/Even/Every)
New Year's Day	See 3.3	
Martin Luther King Day		Every
Presidents' Day		Every (see 3.4)
Memorial Day	Odd	Even
July 4th	See 3.5	
Labor Day	See 3.5	
Veterans' Day	with parent regularly scheduled for the day	

Thanksgiving Day	Every *	
Christmas Eve	See 3.3	
Christmas Day	See 3.3	
Canadian Thanksgiving		Every (child to miss
school that Monday) **		

\* Thanksgiving shall begin Wednesday after school until Sunday evening at 4:30 pm.

\*\* Canadian Thanksgiving shall begin Friday after school until Monday evening at 5 pm once school starts.

### 3.8 Schedule for Special Occasions

The residential schedule for the child for the following special occasions (for example, birthdays) is as follows:

	With Petitioner (Specify Year Odd/Even/Every)	With Respondent (Specify Year Odd/Even/Every)
Mother's Day	Every (full weekend)	
Father's Day		Every (full weekend)
Mother's Birthday *		
Father's Birthday *		
Child's Birthday *		

\* with parent regularly scheduled for the day

### 3.9 Priorities Under the Residential Schedule

Paragraphs 3.3 - 3.8, have priority over paragraphs 3.1 and 3.2, in the following order:

Rank the order of priority, with 1 being given the highest priority:

- 6 - winter vacation (3.3)
- 5 - school breaks (3.4)
- 4 - summer schedule (3.5)
- 1 - holidays (3.7)
- 2 - special occasions (3.8)
- 4 - vacation with parents (3.6)

### 3.10 Restrictions

Does not apply because there are no limiting factors in paragraphs 2.1 or 2.2.

### 3.11 Transportation Arrangements

1  
2 Transportation costs are included in the Child Support Worksheets and/or the Order of  
3 Child Support and should not be included here.

4 Transportation arrangements for the child between parents shall be as follows:

5 The parents shall exchange the child in Starbucks in Bellingham (Monday) every other  
6 exchange and Burlington (Friday) every other exchange.

7 Should there be hazardous road conditions for traveling and/or the child is ill, the parents  
8 shall confer by email about the possibility of rescheduling the visit. If the parents agree  
9 to cancel that visit, the visit will be rescheduled for the next earliest possible weekend.

10 The exchange point for parenting arrangements is either in Bellingham or Burlington.  
11 Both parties will have a burden of traveling from his/her home or workplace to the  
12 exchange point. Either parent shall be responsible to pay his/her own transportation  
13 costs associated with the parenting exchange. If either parent hires a third party to do  
14 the exchange, that party will pay the cost thereof. Each parent shall be allowed to  
15 choose a third party to provide transportation. The third party will be a legally licensed  
16 and insured adult driver known to the child. If there will be a third party driver, the party  
17 requiring the driver will notify the other parent by ext, email and/or phone as soon as it is  
18 known there will be a third party driver and preferably at least 24 hours in advance. The  
19 parties will make all reasonable efforts to ensure the other party has actual notice that a  
20 third party driver will be making the exchange. Ms. Kawabata will be allowed to use the  
21 current nanny, Veronica Aldude, to provide transportation if she so chooses, as long as  
22 Ms. Aldude is a legally licensed and insured driver.

### 23 3.12 Designation of Custodian

24 The child named in this parenting plan is scheduled to reside the majority of the time  
with the Mother. This parent is designated the custodian of the child solely for purposes  
of all other state and federal statutes which require a designation or determination of  
custody. This designation shall not affect either parent's rights and responsibilities  
under this parenting plan.

### 3.13 Other

See Exhibit 1.

The parents shall use the form attached as Exhibit 2 which will be sent by email to the  
other parent on the day of the exchange to the receiving parent.

### 3.14 Summary of RCW 26.09.430 - .480, Regarding Relocation of a Child

This is a summary only. For the full text, please see RCW 26.09.430 through 26.09.480.

1 If the person with whom the child resides a majority of the time plans to move, that  
2 person shall give notice to every person entitled to court ordered time with the child.

3 If the move is outside the child's school district, the relocating person must give notice by  
4 personal service or by mail requiring a return receipt. This notice must be at least 60  
5 days before the intended move. If the relocating person could not have known about  
6 the move in time to give 60 days' notice, that person must give notice within 5 days after  
learning of the move. The notice must contain the information required in RCW  
26.09.440. See also form DRPSCU 07.0500, (Notice of Intended Relocation of A  
Child).

7 If the move is within the same school district, the relocating person must provide actual  
8 notice by any reasonable means. A person entitled to time with the child may not object  
to the move but may ask for modification under RCW 26.09.260.

9 Notice may be delayed for 21 days if the relocating person is entering a domestic  
10 violence shelter or is moving to avoid a clear, immediate and unreasonable risk to health  
and safety.

11 If information is protected under a court order or the address confidentiality program, it  
12 may be withheld from the notice.

13 A relocating person may ask the court to waive any notice requirements that may put the  
health and safety of a person or a child at risk.

14 Failure to give the required notice may be grounds for sanctions, including contempt.

15 If no objection is filed within 30 days after service of the notice of intended  
16 relocation, the relocation will be permitted and the proposed revised residential  
schedule may be confirmed.

17 A person entitled to time with a child under a court order can file an objection to the  
18 child's relocation whether or not he or she received proper notice.

19 An objection may be filed by using the mandatory pattern form WPF DRPSCU 07.0700,  
(Objection to Relocation/Petition for Modification of Custody Decree/Parenting  
20 Plan/Residential Schedule). The objection must be served on all persons entitled to time  
with the child.

21 The relocating person shall not move the child during the time for objection unless: (a)  
22 the delayed notice provisions apply; or (b) a court order allows the move.

23 If the objecting person schedules a hearing for a date within 15 days of timely service of  
24 the objection, the relocating person shall not move the child before the hearing unless  
there is a clear, immediate and unreasonable risk to the health or safety of a person or a  
child.

#### IV. Decision Making

Parenting Plan (PPP, PPT, PP) Page 7 of 10  
WPF DR 01.0400 Mandatory (6/2008) - RCW 26.09.181; .187; .194

Virginia M Onu Inc PS  
11033 NE 24th St. Suite 200  
Bellevue, WA 98004

#### 4.1 Day-to-Day Decisions

Each parent shall make decisions regarding the day-to-day care and control of each child while the child is residing with that parent. Regardless of the allocation of decision making in this parenting plan, either parent may make emergency decisions affecting the health or safety of the child.

#### 4.2 Major Decisions

Major decisions regarding each child shall be made as follows:

Education decisions: joint

Non-emergency health care: joint

Religious upbringing: joint

Work related day care joint \*

\*The child will continue at his Japanese day care through June 2012. Effective July 1, 2012, the child will attend an English speaking day care. The selection of the English speaking daycare shall be decided jointly. If the parents have not reached an agreement by May 1, 2012, the dispute shall be submitted to binding arbitration with Howard Bartlett pursuant to RCW 7.04A. As part of the arbitration the arbitrator shall have the right to consider the cost of day care and consider re-allocation of day care costs in the decision.

Extracurricular activities joint (if it affects the other parents or if a financial contribution is sought from the other parent).

#### 4.3 Restrictions in Decision Making

Does not apply because there are no limiting factors in paragraphs 2.1 and 2.2 above.

### V. Dispute Resolution

*The purpose of this dispute resolution process is to resolve disagreements about carrying out this parenting plan. This dispute resolution process may, and under some local court rules or the provisions of this plan must, be used before filing a petition to modify the plan or a motion for contempt for failing to follow the plan.*

Disputes between the parties, other than child support disputes, shall be submitted to (list person or agency):



1 mediation by an agreed upon mediator.

2 [ ] arbitration by

3 The cost of this process shall be allocated between the parties as follows:

4 50 % petitioner and 50 % respondent.

5 In the dispute resolution process:

- 6 (a) Preference shall be given to carrying out this Parenting Plan.
- 7 (b) Unless an emergency exists, the parents shall use the designated process to
- 8 resolve disputes relating to implementation of the plan, except those related to
- 9 financial support.
- 10 (c) A written record shall be prepared of any agreement reached in counseling or
- 11 mediation and of each arbitration award and shall be provided to each party.
- 12 (d) If the court finds that a parent has used or frustrated the dispute resolution
- 13 process without good reason, the court shall award attorneys' fees and financial
- 14 sanctions to the other parent.
- 15 (e) The parties have the right of review from the dispute resolution process to the
- 16 superior court.

## 17 VI. Other Provisions

18 There are no other provisions.

## 19 VII. Declaration for Proposed Parenting Plan

20 Does not apply.

## 21 VIII. Order by the Court

22 It is ordered, adjudged and decreed that the parenting plan set forth above is adopted and

23 approved as an order of this court.

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

When mutual decision making is designated but cannot be achieved, the parties shall make a good faith effort to resolve the issue through the dispute resolution process.

If a parent fails to comply with a provision of this plan, the other parent's obligations under the plan are not affected.

Dated: June 29, 2012

Virginia M. Onu  
Judge/Commissioner

Presented by:

Approved for entry:

Shantell Pieratt  
Shantell Pieratt, WSBA 36286  
Attorney for Petitioner

See Attached  
Virginia M. Onu, WSBA 35717  
Attorney for Respondent

Chie Kawabata  
Chie Kawabata

Kristoffer Morness  
Kristoffer Morness

Before signing the final parenting plan, the court consulted the judicial information system and databases, if available, to determine the existence of any information and proceedings that are relevant to the placement of the children.

1  
2 When mutual decision making is designated but cannot be achieved, the parties shall make a  
3 good faith effort to resolve the issue through the dispute resolution process.

4 If a parent fails to comply with a provision of this plan, the other parent's obligations under the  
5 plan are not affected.

6 Dated: \_\_\_\_\_

\_\_\_\_\_  
Judge/Commissioner

7 Presented by:

Approved for entry:

8  
9  
10 Shantell Pieratt, WSBA 36286  
Attorney for Petitioner

\_\_\_\_\_  
Virginia M. Onu, WSBA 35717  
Attorney for Respondent

11  
12  
13 Chie Kawabata

\_\_\_\_\_  
See Attached  
Kristoffer Morness

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5 plan are not affected.

6 Dated: \_\_\_\_\_

\_\_\_\_\_  
Judge/Commissioner

7 Presented by:

Approved for entry:

8  
9  
10 Shantell Pieratt, WSBA 36286  
11 Attorney for Petitioner

\_\_\_\_\_  
Virginia M. Onu, WSBA 35717  
Attorney for Respondent

12  
13 Chie Kawabata

  
\_\_\_\_\_  
Kristoffer Mornese

1  
2  
3 **3.13 Other**

4 It is expected that the parenting plan residential provisions will be flexible and adaptable  
5 in accordance with the child's changing needs. As the child increases in age and  
6 maturity the child's needs and desires will become increasingly important and will be  
7 considered by both parents in scheduling residential time.

8 The parents understand that this residential schedule represents a minimum amount of  
9 time that the child will reside with the parents and that the child may reside with them at  
10 any other agreed to times.

11 Both parents may participate in school and extra-curricular activities for the child  
12 regardless of the residential schedule.

13 Each parent shall have equal and independent authority to confer with school, child care  
14 and other program personnel regarding the child's progress and each parent shall have  
15 full and equal access to the education and health care records of the child absent a court  
16 order to the contrary. Neither parent may veto the access requested by the other parent.  
17 Education records are limited to academic, attendance, and disciplinary records of public  
18 and private schools in all grades, kindergarten through twelve, and any form of  
19 alternative school for all periods for which child support is paid or the child is the  
20 dependent in fact of the parent requesting access to the records. Education records of  
21 post-secondary educational institutions are limited to enrollment and academic records  
22 necessary to determine, establish, or continue support. *Each parent shall be listed  
23 as emergency contact on all forms, registrations & enrollments.*

24 Each parent desires to remain responsible and active in their child's growth and  
development consistent with the best interests of the child. Both parents shall make a  
sincere effort to maintain open, ongoing communications concerning the development,  
needs and interest of the child and shall discuss together any major decisions which  
have to be made about or for the child.

Both parents should be informed of the child's school activities and conferences by email  
or certified mail. Both parents should provide each child's treatment and school  
information status, weekly appointments and contact information for any providers to the  
other party by email or certified mail. Neither parent should have any of the child deliver  
messages to the other.

Each parent shall provide the other with the address and telephone number of his/her  
residence and workplace and update such information promptly whenever it changes.

Each parent should have unrestricted telephone, Skype and email access to the child,  
and the child should have unrestricted telephone and email contact with the parents.  
The parents should agree to a specific time each night for the father and child to talk by  
phone and the mother should make the child available for such calls.

Neither parent, nor any other adult in their presence, shall make any disparaging remarks.



about the other in the presence of the child.

Each parent shall inform the other when that parent plans to be away from his or her residence with the child overnight. If either parent travels overnight without plans to take the child, the parents should have email, written or telephone contact to alert the parent of the accommodations for the child.

Each parent shall exert every reasonable effort to maintain free access and unhampered contact and communication between the child and the other parent, and promote the emotions of affection, love and respect between the child and the other parent. Each parent agrees to refrain from words or conduct, and further agrees to discourage other persons from uttering words or engaging in conduct, which would have a tendency to estrange the child from the other parent, to damage the opinion of the child as to the other parent, or to impair the natural development of the child's love and respect for the other parent.

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

Neither parent shall encourage the child to change their primary residence and neither parent shall advise the children of any child support or other legal matters.

Neither parent shall use the child, directly or indirectly, to gather information about the other parent or take verbal messages to the other parent.

Neither parent shall schedule activities that interfere with the other parent's residential time with the child or impose a financial burden on the other parent without that parent's consent.

The parents shall speak to each other via email only regarding issues relating to the children's health, welfare, education and the parenting plan issues.

If a parent wishes to make a major decision regarding the child, the parent may notify the other parent in writing of his/her intended action. The other parent may object to the intended action in writing within 21 days. If the other parent does not object in writing within 21 days, the notifying parent can take the action stated in the written notice. If the other parent objects to the action in writing within 21 days, the parents will follow the dispute resolution provisions below.

The parents may revise the parenting plan by mutual consent in writing at any time.

*Father to supply + mother to consent to obtaining*  
It is recommended that the father (and the mother, if feasible) obtain a Nexus card for Maximus to allow for faster and more efficient border crossings. Should the mother



Date:  
To:  
From:

I wish to inform you of the following events/circumstances regarding (J.R.):

**MEDICAL/HEALTH ISSUES**

Date	Nature of Issue (Illness, etc.)	Attendance at Doctor/Treatment /Medication

**SCHOOL ISSUES**

Date	Nature of Issue	Action taken

**HOMEWORK ISSUES** [List any special assignments and due dates or matters requiring attention]

**ACTIVITIES**

Upcoming events during my next custody period that you may wish to attend are: (list with date(s))

PLEASE ENSURE THAT (J.R.) BRINGS THE FOLLOWING ITEMS FOR NEXT TIME WITH ME

OTHER MATTERS OF WHICH YOU SHOULD BE AWARE CONCERNING (J.R.)

UPCOMING TRAVEL PLAN:

**EXHIBIT**

2

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11 MAR -8 PM 3:59

KING COUNTY  
SUPERIOR COURT CLERK  
KENT, WA

SUPERIOR COURT OF WASHINGTON  
COUNTY OF KING

KAWABATA, CHIE

Petitioner(s),

MORNESS, KRISTOFFER G

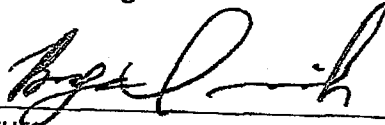
Respondent(s)

NO: 11-3-00982-7 SEA

CERTIFICATE OF COMPLETION  
OF MANDATED SEMINAR  
(COPC)

This is to certify that KRISTOFFER MORNESS completed the seminar  
mandated under King County Superior Court Local Family Law Rule 13(c) on March  
4<sup>th</sup>, 2011.

DATED 4<sup>th</sup> day of March, 2011, in King County, Washington.

  
Signature

BRYAN IVANICH

Printed Name

DISTRIBUTION:

Original (White) Clerk's office  
Copy (Green) - Attendee

CERTIFICATE OF COMPLETION OF  
MANDATED SEMINAR

Page 1



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11 MAR 21 PM 1:34

KING COUNTY  
SUPERIOR COURT CLERK  
KENT, WA

SUPERIOR COURT OF WASHINGTON  
COUNTY OF KING

KAWABATA, CHIE

Petitioner(s),

MORNESS, KRISTOFFER G

Respondent(s)

NO: 11-3-00982-7 SEA

CERTIFICATE OF COMPLETION  
OF MANDATED SEMINAR  
(COPC)

This is to certify that **CHIE KAWABATA** completed the seminar mandated under  
King County Superior Court Local Family Law Rule 13(c) on **March 18<sup>th</sup>, 2011.**

DATED 18<sup>th</sup> day of March, 2011, in King County, Washington.

  
Signature

BRYAN IVANICH

Printed Name

**DISTRIBUTION:**

Original (White) Clerk's office  
Copy (Green) - Attendee

CERTIFICATE OF COMPLETION OF  
MANDATED SEMINAR

Page 1