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IN THE SUPERIOR COURT OF WASHINGTON FOR KING COUNTY

IN RE THE MARRIAGE OF:

NO. 18-3-05993 SEA

SONYA DELANCE,
and
MICHAEL DELANCE,
Respondent.

**CR2A SETTLEMENT
AGREEMENT ALLOWING
RELOCATION AND
MODIFYING EXISTING
ORDERS**

THIS CR2A SETTLEMENT AGREEMENT with an effective date of November 24, 2021 by and between Sonya DeLance, "Mother," and Michael DeLance, "Father."

WITNESSETH:

WHEREAS, a Final Parenting Plan was entered in this matter on February 23, 2021;

WHEREAS, the Mother served a Notice of Intended Relocation on or about July 16, 2021;

WHEREAS, the Father objected to the Mother's relocation and trial was set in this matter for December 13, 2021;

WHEREAS, the parties have now reached an agreement on all matters concerning the relocation, modifications to the Final Parenting Plan and corresponding financial issues, and are now desirous of effectuating an agreement without the necessity of the intervention of the Court; and,

WHEREAS, both parties and counsel intend this to be a fully binding and enforceable CR-2A Settlement Agreement.

1 NOW, THEREFORE, in consideration of the mutual promises and covenants contained
2 herein and the desire of the parties to make an amicable settlement out-of-court, the parties
3 hereby do stipulate and mutually agree as follows:

4 A. RELOCATION. The Father hereby withdraws his objection to the Mother's
5 intended relocation. The Mother is hereby permitted to relocate with the children to Oregon
6 so long as their new residence is within a school district within the Portland Metropolitan
7 Area.

8 B. OUTSTANDING LITIGATION. There is a Contempt Review hearing
9 scheduled for December 13, 2021 with respect to financial issues and violations of the
10 Parenting Plan. At that contempt hearing or in advance of that contempt hearing, Sonya shall
11 certify that Michael has purged contempt around all related issues and request the court to
12 strike the Contempt Review Hearing. Sonya shall strike the pending motion for clarification
13 with Judge O'Donnell.

14 C. PARENTING PLAN. The parties agree to the following modification and
15 amendments to the Final Parenting Plan entered on February 23, 2021. The following
16 agreed terms shall supplement and/or supersede any conflicting terms in the existing Final
17 Parenting Plan entered on February 23, 2021. The terms of the Final Parenting Plan that are
18 not affected by this agreement shall remain in full force and effect.

19 1) Michael may have an unsupervised, non-overnight visit with the children in the
20 Portland Metro Area on Saturday, November 27, 2021 from 12:00pm to 6:00pm
21 and on Sunday, November 28, 2021 from 12:00pm to 6:00pm. However, if Ella
22 does not want to attend the visit on November 28th, she is not required to. The
23 exchange location for these two visits will be the Lake Oswego police station.
24 Any scheduling or location changes for these visits shall be communicated
25 through the parties' attorneys as the communication coordinator will not be
26 available.

2) Michael may have unsupervised, non-overnight visits for two (2) consecutive
days between December 26, 2021 and December 30, 2021 for visits with the
children in the Portland Metro Area from 10am to 4pm. However, if Ella does not

1 want to attend the second visit, she is not required to. This exchange shall be
2 arranged through the communication coordinator. -

3 3) Michael may restart visits in Phase 2 (Unsupervised) starting the weekend of
4 January 15 and 16, 2022, as long as the GAL has been appointed by that time. If
5 the GAL is not appointed by this date, Michael's visits will start the first weekend
6 after the GAL is appointed, either the 1st or 3rd weekend of the following month.
7 Sonya DeLance shall provide the names of the proposed GALs as outlined in
8 Section 7 below within 10 days of signing this agreement.

9 4) Michael may again freely call and text the children provided his communication
10 remains consistent with the terms of the Parenting Plan (non-disparaging, positive
11 focus). Michael's ability to call and text the children freely shall begin
12 immediately upon execution of this agreement even if a new parenting plan is
13 entered at a later date.

14 5) Michael shall not be required to maintain either a Washington State or Oregon
15 residence while this parenting plan is in effect.

16 6) Sonya hereby waives her ability to request ETG/UA tests while this parenting
17 plan is in effect.

18 7) Sonya shall propose three (3) new GALs, none of whom may be Dr. William
19 Singer, to be appointed in this case. The names of the three (3) proposed shall be
20 provided to Michael through counsel if he is represented or through the
21 communication coordinator if Michael is not represented. Sonya shall provide
22 these names within 10 days of executing this agreement. Of those three (3)
23 proposed GALs, Michael shall choose one. Michael shall have the opportunity to
24 independently meet with the proposed GALs prior to their appointment. Michael
25 shall provide the name of the approved GAL through counsel if Sonya is still
26 represented or through the communication coordinator if Sonya is not
represented. The parties will then execute an Agreed Order Appointing GAL.

8) The Agreed Order Appointing a GAL shall include the following provisions: (1)
That the GAL shall verify compliance with each Phase; (2) That the GAL may
make recommendations in each Phase of the Parenting Plan as in the best interest
of the children; and (3) the GAL shall be dismissed once Ella enters high school
provided that Michael is not found in contempt or arrested for any reason after the
date of the execution of this agreement and prior to September 1st, 2025. The
provision that the parties may go to binding arbitration to determine whether
Michael may begin Phase 4 is stricken. Michael may request review by an
arbitrator or by a court of the GAL's determination that he did not comply with a

1 Phase of the parenting plan. The GAL shall promptly determine whether Michael
2 complied with a Phase upon completion of the number of visits specified in each
Phase.

3 9) Sonya waives her pending request that Michael engage in a Domestic Violence
4 Intervention Treatment Assessment and/or Mental Health Evaluations.

5 10) If Michael is late for any of his visitation, he will not be penalized.

6 11) If a visit is missed in any Phase, for any reason, Michael will not have to restart
7 the Phase. However, Michael will have to make up the visit before that Phase is
8 considered complete. For example, in Phase 3, he is allowed to have 16 visits. For
Michael to move to Phase 4, he must complete 16 visits. Michael is not required
9 to complete the Phase in a given time period.

10 12) There shall be no Thursday night visit for Michael in Phase 3.

11 13) There shall be no Thursday night visit for Michael in Phase 4.

12 14) In Phase 4, during the school year, Michael has the option of keeping a strict
13 schedule of the 1st and 3rd weekends, or, he can have the flexibility of having a
14 single visit each month. For this visit, he can take it on any weekend for which he
15 gives Sonya 2 weeks' notice of the visit. If Michael gives Sonya less than 2
16 weeks' notice, it is in Sonya's discretion whether to allow the visit or not. If the
17 visit is not allowed, Michael can elect another week. Michael shall not request
18 weekends attached to Holidays in Sonya's years and Michael shall not request
19 weekends where Sonya has communicated scheduled plans to Michael prior to his
request. Michael shall not request 2 weekends in a row (Example: taking the last
20 weekend of a month and the first of the next). If Michael elects a 3-day weekend
or more in Phase 4 (because of school closure or his holiday), Michael may travel
out of state with the children starting on 02/23/2023. Michael may not schedule
weekends more than 2 months in advance of the current month.

21 15) Starting in 2024 and only during Phase 4, Michael may have a 4-week block of
22 time during the summer. If it's Michael's year for 4th of July, Michael may have
the first 4 weeks of Summer. If it's Sonya's year for 4th of July, Michael will have
23 the first 4 weeks following the 4th of July holiday schedule. If this is the case,
24 Michael may also have his time for Father's Day.

25 16) When Michael is in Phase 4, Sonya will make efforts to expand Michael's time.
26 For example, if Sonya has plans to travel out of town, she will contact Michael to

1 see if he would like the children during this time (she's not required to do this, it's
2 just something we'll consider from time to time, based on Michael's compliance
3 with the plan). In addition, Michael may request more time with the kids. It is
4 within Sonya's discretion to allow this or not.

5 17) Sonya's ability to restrict visits shall be modified as follows: If Sonya wishes to
6 restrict or suspend Michael's visits, she will notify the GAL and provide the
7 reasons why she believes Michael's visits shall be restricted or suspended. If the
8 GAL disagrees with Sonya, then Michael's visits will continue, and Sonya's only
9 recourse will be to go to arbitration or court. However, if the GAL agrees to
10 restrict or suspend visits, then the visits will be suspended until arbitration is
11 scheduled. Sonya will agree to schedule arbitration within 30 days.

12 18) Sonya will immediately give Michael access to the children's school records and
13 list Michael as an emergency contact and that he can pick the children up and
14 drop them off from school. Michael may also schedule and attend parent-teacher
15 conferences with the children's teachers that he arranges – he must advise Sonya
16 in advance of any such conferences through her counsel if she is represented or
17 through the communication coordinator.

18 19) Sonya will provide Michael with the name of the school district the children live
19 in, as well as the name of the school the children attend through the
20 communication coordinator; Sonya shall provide this information to Michael
21 before January 1, 2022.

22 20) With respect to the children's activities during Michael's time, Sonya and Jason
23 will not attend activities if Michael agrees to take the kids to their activities.
24 However, if the children's activity is a "Major" event such as a graduation,
25 playoff or final game, a one-time performance or recital, then they will both be
26 allowed to attend. The parties will keep their distance and not interact. Sonya has
discretion to decide when something is a major event but will notify Michael at
least a week in advance if she decides something is a major event. Sonya shall
notify Michael when the children are signed-up or otherwise begin a new activity
within 48 hours of signing up for or otherwise beginning a new activity. Sonya
will ensure that the adult leaders of the children's activities are aware of
Michael's permissive involvement with the children's activities, that they provide
a schedule of the children's activities to Michael, and that they update Michael
about any changes to the children's activities.-

21) With respect to children's activities in which the parties may be in close
proximity, Sonya, Jason, Sonya's family, and/or any family members of Jason (or
any future intimate partners of Sonya), or any accompanying 3rd parties, shall not

1 approach or interact with in anyway Michael and Michael and any of his
2 accompanying 3rd parties, shall not approach or interact with in anyway Sonya,
3 Jason, Sonya's family, or any accompanying 3rd parties, at any of the children's
4 events. Michael agrees to make best efforts to maintain a distance of at least 100
5 feet whenever possible from Sonya, Jason and any accompanying 3rd parties.
6 Michael merely attending the children's events without approaching or engaging
7 with Sonya is not a violation of Sonya's restraining order. However, should he
8 knowingly and intentionally violate any of these provisions, it shall be considered
9 a violation of the restraining order and contempt of the parenting plan.

10 22) The requirement that Michael engage in an anger management class is stricken.

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D. FINANCIAL OBLIGATIONS. The parties agree to the following modifications
and amendments to the Decree of Dissolution, Property Settlement Agreement, and
Child Support Order:

1) Michael shall complete, sign and pay all taxes for 2016, 2017 and 2018 no later
than 12/31/2022.

2) Sonya shall pay the taxes from her share in the profits from the Woodway home,
as well as taxes associated from the sale of the Lynnwood property. The amounts
owed will be presented by a 3rd party CPA hired by Michael and Sonya has the option
to verify the amounts with her own CPA. Michael shall be responsible for any
interest, penalties, or fees due to the late filing caused by Michael.

3) In consideration of Michael forgiving the \$500,000 loan against Sonya's property,
Sonya shall release and hold Michael harmless of all claims and liabilities with regard
to current and future support for the children, and the non-disclosed assets and other
financial issues currently in dispute. Michael is not required to cover any further
financial obligations, and all financial obligations against Michael shall be deemed
satisfied in full. This shall include, and is not limited to, any requirement that
Michael cover the children's health insurance cost, the children's activities, pay for
life insurance coverage, pay private school tuition, pay educational costs, pay any
post-secondary educational costs, and any and all outstanding debts and judgements,
and all future family and child support obligations. Sonya's \$500,000 obligation is
hereby removed and there is no lien against Sonya's property.

4) Sonya shall pay in full the outstanding balance owed to Dr. William Singer.

5) Michael shall pay in full the outstanding balance owed to King's School.

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6) Since Sonya will bear the full financial obligation of the children going forward, Sonya will claim both children as dependents until the children are no longer able to be claimed as dependents.

7) Within 14 days of the signing of this agreement, Michael shall transfer to Sonya all shares in Tarukino/SORSETEch that she was to receive under the parties' April 22, 2019, Property Settlement Agreement and Michael will receive the remaining shares.

E. **ENFORCEMENT.** If either party defaults in the performance of any of the terms, provisions, or obligations, set forth herein, and it becomes necessary to institute legal proceedings to effectuate the performance of any provisions of this Agreement, then the party found to be in default shall pay all expenses, including, but not limited to, reasonable attorneys' fees, incurred in connection with such enforcement proceedings.

F. **EXECUTION OF FINAL ORDERS.** The parties hereby agree to execute a Modified Agreed Final Parenting Plan and Agreed Final Order of Child Support incorporating the above terms as necessary, and to execute any other necessary documents or court orders, to effectively carry out the terms of this agreement.

G. **TRIAL -STRICKEN.** The parties shall file a Notice of Settlement and agree to strike the trial date scheduled for December 13, 2021.

THIS IS A BINDING CONTRACT


WITNESS our hand and seal this 26 day of November, 2021.


BERESFORD BOOTH PLLC


Dimitra S. Scott, WSBA No. 34634
Attorney for Petitioner


Sonya DeLance, Petitioner

HEMMAT LAW GROUP


Steven A. Hemmat, WSBA No. 16309
Attorney for Respondent


Michael DeLance, Respondent