

1 FILED  
2 2020 JUL 20 09:00 AM  
3 KING COUNTY  
4 SUPERIOR COURT CLERK  
5 E-FILED  
6 CASE #: 18-3-05993-7 SEA

7 **IN THE SUPERIOR COURT OF WASHINGTON FOR KING COUNTY**

8 IN RE THE MARRIAGE OF:

NO. 18-05993-7 SEA

9 SONYA K. DELANCE,

Petitioner,

**PETITIONER'S MOTION FOR AN  
ORDER ENFORCING DECREE  
OF DISSOLUTION AND OTHER  
RELIEF**

11 and

12 MICHAEL A. DELANCE,

Respondent.

14 **I. RELIEF REQUESTED**

15 The Petitioner, Sonya K. DeLance, by and through her attorney of record, and moves  
16 the Court for an Order requiring the Respondent, Michael A. DeLance ("Michael"), appear  
17 and show cause why the Decree of Dissolution entered herein on June 26, 2019 (the  
18 "Decree") should not be enforced as follows:

- 19 1.1 The Court should enforce the Decree by ordering Michael DeLance to file  
20 tax returns for 2016, 2017, and 2018; and,
- 21 1.2 The Court should enforce the Decree by ordering Michael DeLance to obtain  
22 a \$1,000,000 Life Insurance Policy and to provide the name, address and  
23 phone number of the Life Insurance Company and agent to Sonya DeLance;  
24 and,
- 25 1.3 The Court should enforce the Decree by order Michael DeLance to pay  
26 Sonya DeLance \$86,250 for failing to disclose a community asset; and,

1 1.4 The Court should enter a judgment in favor of Sonya DeLance against  
2 Michael DeLance in an amount equal to all costs and attorney's fees incurred  
3 in Sonya's efforts to enforce the Decree as required by the Decree.

## 4 II. STATEMENT OF FACTS AND PROCEDURAL HISTORY

5 The parties were married on November 10, 2008 and have two dependent children  
6 together, Presley (age 10) and Ella (age 9). The parties separated on September 17, 2018.  
7 After two long days in mediation with Judge Fleck, the parties entered into a comprehensive  
8 agreement—the Separation Contract & Property Settlement Agreement, effective March 20,  
9 2019 (the "PSA"). A final Decree of Dissolution was entered by agreement on June 26,  
10 2019, incorporating the terms of the PSA. The PSA states, in pertinent part:

11 *Exhibit A, Section IV: Tax Returns: The parties have not filed tax returns*  
12 *for 2016, 2017, or 2018. Michael shall take all necessary and reasonable*  
13 *steps to prepare those returns no later than October 1, 2019. Michael shall*  
14 *assume, pay, indemnify and hold Sonya harmless from any taxes, penalties*  
*or interest which the IRS may assess in the future relative to said income*  
*tax returns.*

15 *Exhibit A, Section V. Undisclosed Assets. Any property with a value*  
16 *exceeding \$5,000 which was inadvertently undisclosed or undiscovered as*  
17 *of the date of this Agreement shall remain the joint property of both*  
18 *parties, and the value of the property as of the date of discovery or the date*  
19 *of this Agreement, whichever is greater shall be divided 40% to the party in*  
20 *possession or control and 60% to the other party. If the party deliberately*  
21 *concealed community property, then the value of that property as of the*  
22 *date of discovery or the date of the Agreement shall be divided 25% to the*  
23 *party in possession or control of the property and 75% to the other party.*  
24 *The concealing party shall also pay reasonable costs and attorneys fees of*  
25 *the discovering party in relation to discovering the property and seeking*  
26 *enforcement of this provision.*

*Exhibit A, Section VI: Life Insurance Obligation. Husband shall*  
*maintain life insurance in the amount of \$1,000,000 to satisfy any ongoing*  
*obligation to pay spousal support, child support, and post-secondary*  
*educations expenses Husband shall timely pay the premiums for said*  
*insurance and shall designate the other parent, as trustee for the benefit of*  
*the child, as the primary irrevocable beneficiary on the life insurance*  
*policy. Such policies shall be maintained for the duration of Husband's*  
*child support obligation, until the youngest child reaches the age of 25.*

1           ***Husband shall provide Wife with the name, address and phone number of***  
2           ***his Life Insurance Company and agent.***

3           Despite this clear language and these clear obligations, Michael refuses to comply with  
4           the terms of the Decree. Michael was required to file 2016, 2017, and 2018 Tax Returns no  
5           later than October 1, 2019. He has not done so. This is a blatant violation of the Decree.

6           Michael has either failed to obtain a life insurance policy to satisfy spousal support,  
7           child support and post-secondary expenses; or failed to provide Sonya the information in  
8           violation of the Decree. Given the ongoing child support obligation, the pandemic, and  
9           Michael's failure to pay spousal support as ordered, it is imperative that Michael comply with  
10          the terms of the Decree and obtain the policy as ordered.

11          Michael has been intransigent throughout this process. He has failed to pay court-  
12          ordered obligations and has already been found to have acted in bad faith. The undisclosed  
13          community funds were discovered by the Petitioner's counsel following entry of the final  
14          orders. Michael sought reimbursement through channels he thought were private or otherwise  
15          unavailable to the Petitioner. If an independent officer at his company had not disclosed this  
16          payment 'in the interests of full disclose,' the Petitioner would never have known about it. The  
17          Respondent's counsel was notified of these hidden funds, but nothing was done. Michael  
18          received \$115,000 in reimbursement for expenses incurred in 2018, before the community  
19          ended. His failure to disclose this information was a willful attempt to prevent Sonya from  
20          receiving funds to which she is entitled.

21          **ENFORCEMENT EXPENSES.** In the event of default in performance of any term of the  
22          PSA, the defaulting party is required to pay all expenses, including but not limited to  
23          reasonable attorney's fees incurred in connection with such enforcement and incurred in  
24          connection with discovery of hidden assets.

25          Michael should be ordered to pay Sonya's attorney's fees and costs as a result of: 1)  
26          Michael's failure to file 2016, 2017, and 2018 tax returns as required; 2) his failure to either

1 obtain a life insurance policy in violation of the Decree or failure to provide Sonya with any  
2 information regarding said policy; and, 3) the discovery of the hidden community asset and  
3 enforcement of the provision regarding its division.

4 **III. ISSUES PRESENTED.**

- 5 3.1 Whether the Court should enforce the Decree by requiring Michael DeLance  
6 to file 2016, 2017, and 2018 tax returns?
- 7 3.2 Whether the Court should enforce the Decree by requiring Michael DeLance  
8 to obtain a \$1,000,000 life insurance policy or; if already obtained, provide  
9 the name, address and phone number of his Life Insurance Company and  
10 agent.
- 11 3.3 Whether the Court should enforce the Decree by ordering a Judgement against  
12 Michael DeLance in the amount of \$86,250 for failing to disclose a  
13 community asset?
- 14 3.4 Whether the Court should require Michael DeLance pay all reasonable costs  
15 and attorney's fees incurred in connection with this Motion to enforce the  
16 Decree and PSA?

17 **IV. EVIDENCE RELIED UPON.**

18 This Motion is based upon the following:

- 19 (1) The Declaration of Sonya DeLance dated July 16, 2020;  
20 (2) The Decree of Dissolution dated June 26, 2019;  
21 (3) The Separation Contract and Property Settlement Agreement, effective March  
22 20, 2019 (filed under seal with this motion); and,  
23 (4) Upon the records and pleadings on file herein.

24 **IV. ARGUMENT AND AUTHORITY.**

25 **A. ENFORCEMENT OF DECREE**

26 The Decree clearly sets out requirement for Michael DeLance to file tax returns and  
obtain a life insurance policy. The Decree also provides a remedy for discovery of undisclosed  
community assets and division of those assets.

1 Michael has significant means at his disposal, retaining more than \$6,000,000 on  
2 account as his separate estate (in addition to the other assets awarded to him from the  
3 community). There is no good cause for delay and Michael willfully concealed a community  
4 asset that should have been subject to division in the divorce.

5 As a direct result of Michaels refusal to comply with the plain language of the PSA,  
6 Sonya has incurred attorney's fees and costs. Michael should be assessed \$5,000 in connection  
7 with the Motion to Enforce the Decree. There is a separate Motion for Contempt being filed  
8 simultaneously, which should be addressed separately.

9 **V. CONCLUSION.**

10 Based on the foregoing, the undersigned respectfully requests the Court enter an Order  
11 granting the relief requested.

12 DATED this 17 day of July, 2020.

13  
14 BERESFORD BOOTH PLLC



15 \_\_\_\_\_  
16 Dimitra S. Scott, WSBA No. 34634  
17 Anne B. Bennette, WSBA No. 50240  
18 Attorneys for Petitioner, Sonya DeLance