

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24

FILED
2022 FEB 15 03:24 PM
KING COUNTY
SUPERIOR COURT CLERK
E-FILED
CASE #: 18-3-05993-7 SEA

IN THE SUPERIOR COURT OF WASHINGTON FOR KING COUNTY

IN RE THE MARRIAGE OF:

SONYA DELANCE,

Petitioner,

and

MICHAEL DELANCE,

Respondent.

NO. 18-3-05993-7 SEA

**ORDER DISCHARGING GAL AND
APPOINTING SUBSTITUTE
GUARDIAN AD LITEM FOR A CHILD
(ORAPGL)**

**ORDER DISCHARGING GAL AND APPOINTING SUBSTITUTE
GUARDIAN AD LITEM FOR A CHILD**

Use this form to appoint a GAL to investigate and report on a child's best interests for a Parenting Plan, Residential Schedule, or parentage decision.

Do not use this form to appoint a GAL for a minor parent, or a child who is added as a party in this case; use form FL All Family 147 instead.

1. The parties agree that the GAL, William Singer, appointed on March 6, 2020 shall be discharged and GAL, Julia Jensine, shall be appointed Guardian Ad Litem for the children listed below upon entry of this order.

Child's name	Age
1. Presley J. DeLance	12
2. Ella J. DeLance	10

2. The court finds it is in the best interest of the children listed in 1 to appoint a Guardian ad Litem. The court has authority to make this appointment under (*check one*):

divorce (dissolution) law, ch. 26.09 RCW.

1 ***The court orders:***

2 3. *Julia Jensine* is appointed by agreement Guardian ad Litem (GAL) for the children listed in 1 above.
3 The GAL must always act in the children’s best interests.

4 **4. GAL’s Rights**

5 All parties must serve the Guardian ad Litem (GAL) with:

- 6 • Notice of any court hearing or proposed agreement involving these children, and
- 7 • Copies of all documents they file in this case.

8 The court clerk must give the GAL free, certified copies of this *Order*, upon request.

9 **5. GAL’s Duties**

10 The Guardian ad Litem’s (GAL’s) duties include:

- 11 • Going to all court hearings and pretrial conferences for this case that are related to the
- 12 children, unless the court says otherwise, and
- 13 • Investigating and reporting factual information identified as follows:

14 By agreement of the parties, the GAL shall fulfill an ongoing role upon entry of the Agreed Modified
15 Final Parenting Plan filed contemporaneously with this Order. The Guardian Ad Litem’s role
16 includes, but is not limited to, verification that Mr. DeLance has complied with the Parenting Plan
17 in each Phase of the Parenting Plan. The GAL shall have the authority to require restarting a phase,
18 engaging in evaluations or assessments, and any other recommendation the GAL believes to be in
19 the children’s best interest. The GAL is vested with all other rights and duties as identified in RCW
20 26.12 et al. The GAL may file reports with the Court from time to time only on the issues checked
21 below, unless the Court approves investigation into other issues:

22 All issues related to making a parenting plan for these children

23 Domestic violence of Pet. Resp. Other:

24 Mental health issues of Pet. Resp. Other:

Substance abuse of Pet. Resp. Other:

Any other issues discovered that could affect the safety of the children.

25 **6. GAL’s Reporting/Recommendations:**

26 The Guardian ad Litem may make written recommendations :

- 27 • Facts about the issues listed in 5 above.
- 28 • The children’s preferences for the parenting plan (if they stated any),
- 29 • Any facts about whether the children stated their preferences voluntarily without influence
- 30 or manipulation, and were mature enough to understand the implications of their preference.
- 31 • Any facts about the children’s level of understanding.

1 The GAL may make written recommendations at any time during her appointment based on her
2 investigation or review of information as she believes is in the children's best interests. While the
3 GAL has the authority to issue recommendations at any time during her appointment, the GAL *shall*
4 issue a written report prior to the Respondent moving to another phase of the parenting plan. The
5 written report shall include information as to whether the Respondent complied with the terms of the
6 parenting plan and may include recommendations as to what the GAL believes is necessary prior to
7 moving to the next phase of the parenting plan. With respect to the GAL's recommendations, either
8 party may request review by an agreed upon arbitrator or by a court if the arbitrator is not agreed
9 upon.

6 The parties (or their lawyers, if any) have the right to inspect and copy the GAL's file of data gathered
7 during the investigation, including the names and addresses of everyone the GAL consulted.
8 *Exception:* information in the GAL's file that is confidential by law or sealed by a court shall **not** be
9 shared with the parties or their lawyers.

7. Access to the children and information

10 The Guardian ad Litem (GAL) is allowed reasonable access to the children, and to all records and
11 people with information that affects the children, including:

- 11 • Childcare providers
- 12 • Physical and mental health care providers
- 13 • Schools and other educational institutions
- 14 • Previous professionals appointed in this matter (substance abuse evaluators, mental health
15 evaluators, GALs, parenting coordinators, etc.)
- 16 • Law enforcement agencies, Child Protective Services, and the Department of Social and Health
17 Services (or equivalent agencies if outside Washington)

18 *Note: agencies may withhold or black out legally protected parts of requested information.*

8. Release of information

19 The signatures of parties or children age 12 or older below mean they give permission to the agencies
20 and professionals listed in 7 above to share information about themselves and their children with the
21 GAL. The withdrawing GAL is authorized to transmit files and discuss this case with the newly
22 appointed GAL.

9. Confidentiality

23 The Guardian ad Litem (GAL) will:

- 24 • Have access to all Superior Court and Juvenile Court files related to his/her duties, including
25 sealed and confidential documents. *Exception:* The GAL will not have access to information
26 sealed under RCW 13.50.050(7);
- 27 • Keep confidential any sealed and confidential information (unless his or her duties as GAL
28 require otherwise);
- 29 • Tell the court if his/her report includes any sealed or confidential information; and
- 30 • File his or her report in two parts: one public and one sealed as required by GR 22.

1 Any party or the GAL may ask the court to make confidential any reports or documents placed in the
2 file, if there is a good reason to do so.

3 **10. GAL's Fees**

4 The Guardian ad Litem's (GAL's) hourly fee is \$120/hour and the GAL's retainer is \$3,000.00. As
5 this is an ongoing appointment, the GAL shall be permitted to send invoices consistent with the
6 GAL's independent billing practices. There shall be no limit with respect to the amount billed by the
7 GAL as this is an ongoing appointment requiring the GAL's consistent involvement; however, if
8 either party disagrees with the billing invoices submitted by the GAL, that party may note a motion to
9 resolve that billing dispute.

10 The GAL's fees will be paid as follows (*check one*):

- 11 83.7% by Respondent, Michael DeLance
12 16.3% by Respondent, Michael DeLance

13 The Respondent shall pay the GAL \$2,511 and the Petitioner shall pay \$489 within 7 days
14 following entry of this order. The GAL shall confirm receipt of these funds with the Petitioner's
15 counsel.

16 **Billing Process:**

- 17
 - 18 • The GAL must submit an itemized statements to each party consistent with the GAL's billing
19 practices. These statements shall also be filed with the Court.
 - 20 • The GAL may file any request for payment with the court, along with an itemized statement
21 and a proposed order.

22 **11. Appointment Ends**

23 The GAL's appointment ends as follows:

24 Only if the Respondent has not been found in contempt of any court order following entry of
this Order and the Respondent has not been arrested for any reason prior to September 1, 2025,
then the GAL shall be discharged on September 1, 2025. However, if the Respondent has been
found in Contempt for any reason for violation of any court order; or, the Respondent has been
arrested for any reason prior to September 1, 2025, then the GAL shall remain appointed until
Ella's 18th birthday.

12. Other orders (if any):

Ordered.

Date

Judge or Commissioner

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24

Petitioner and Respondent or their lawyers fill out below:

A party's signature authorizes release of information as described in 8 above.

This document *(check any that apply)*:

- Is an agreement of the parties
- Is presented by me
- May be signed by the court without notice to me

This document *(check any that apply)*:

- Is an agreement of the parties
- Is presented by me
- May be signed by the court without notice to me

BERESFORD BOOTH PLLC

/s/ Anne B. Bennette

Anne B. Bennette, WSBA #50240
Attorney for Petitioner

Michael DeLance
Respondent Pro Se

By His Signature Below, the Withdrawing Guardian Ad Litem is Officially Discharged:

Withdrawing GAL signs here

William Singer
Print name

Date

By Her Signature Below, the Guardian ad litem signs below to accept appointment:

GAL signs here

Julia Jensine
Print name

Date

King County Superior Court
Judicial Electronic Signature Page

Case Number: 18-3-05993-7
Case Title: DELANCE VS DELANCE
Document Title: ORDER RE APPOINTING GAL

Signed By: David Keenan
Date: February 15, 2022



Judge: David Keenan

This document is signed in accordance with the provisions in GR 30.

Certificate Hash: D4CD579720E4BB8A7E792BCE878FD210340F014A
Certificate effective date: 1/3/2022 3:21:39 PM
Certificate expiry date: 1/3/2027 3:21:39 PM
Certificate Issued by: C=US, E=kcscefiling@kingcounty.gov, OU=KCDJA,
O=KCDJA, CN="David Keenan:
CCQR2jst7BGY3+AVCKww+Q=="