

# EXHIBIT 96

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON

IN AND FOR THE COUNTY OF SPOKANE

3 In re: )  
4 CHRISTOPHER SIMON, )  
5 Child, )  
6 WAYNE JANKE and DORIS STRAND, )  
7 Petitioners, )  
8 and )  
9 RONALD SIMON and TERESA SIMON, ) Cause No. 15-3-02130-1  
10 Respondents. ) VERBATIM REPORT  
OF PROCEEDINGS

**REVIEW HEARING AND COURT'S RULING  
AS TO PETITION FOR NONPARENTAL CUSTODY**

January 18, 2018

Spokane County Courthouse  
Spokane, Washington  
Before the  
HONORABLE MARYANN C. MORENO

Terri A. Cochran, CSR No. 3062  
Official Court Reporter  
1116 W. Broadway, Department No. 7  
Spokane, Washington 99260  
(509) 477-4418

657

1  
2  
**A P P E A R A N C E S**3  
4  
For Petitioner DORIS STRAND, DORIS C. STRAND  
appearing pro se: 11311 E. 24th Avenue  
Spokane Valley, Washington 992065  
6  
For the Respondent RONALD DENNIS C. CRONIN  
SIMON: The Law Office of D.C. Cronin  
724 N. Monroe Street  
Spokane, Washington 992018  
9  
For the Respondent TERESA TAMARA C. MURRAY  
SIMON: Attorney at Law  
724 N. Monroe Street  
Spokane, Washington 9920111  
12  
The Guardian ad Litem: KIMBERLY A. KAMEL  
Witherspoon Kelley  
422 W. Riverside Avenue  
Suite 1100  
Spokane, Washington 99201

25

1 have no idea what was going on other than the fact that they  
2 stopped visits. And I have no understanding of why that  
3 happened. I -- it sort of boggles my mind.

4 So as I indicated previously and what I'm basically  
5 doing is I'm incorporating my prior oral ruling by reference  
6 into my ruling today. In my last ruling I did make a finding  
7 of actual detriment. And again, I deferred a formal ruling,  
8 hoping that today on review I could dismiss this matter and  
9 that there would have been reunification. But apparently that  
10 is -- that is not the case. The goal was to overcome the  
11 issues, whatever they are, between Christopher and the  
12 Simons -- whether there's been alienation or not, I don't  
13 know -- and move toward placement of Christopher back home.

14 Since the time of my oral ruling and the entry of the  
15 order, there have been numerous declarations filed regarding  
16 things that the Simons have done, regarding things going on  
17 with Christopher. Never was a motion hearing brought by the  
18 Simons or by Ms. Strand. I've had nothing from either party  
19 asking the court formally to be involved in making a decision.  
20 Filings are just filings. Unless you make a motion to the  
21 court, the court doesn't act. So those are -- those are  
22 sitting in the court file.

23 Those declarations are interesting. There's a lot of  
24 blaming; there's a lot of, of course, blaming of Ms. Strand;  
25 there's a lot of blaming of me; there's a lot of blaming of the

1 system. And that's fine, that's all fine, and the Simons are  
2 entitled to -- to what you want to say. But it doesn't speak  
3 to reunification with Christopher, and it doesn't speak to  
4 attempting to move forward and reunite as a family.

5 So my -- my ruling basically is to grant the petition.  
6 I'll make a finding of detriment. And this is all based upon  
7 information that I had at trial and the rulings I gave in July  
8 2017. Where do we go from here becomes the issue. By now we  
9 should have had some resolution to this case. Every once in a  
10 while I get a case like this, and they're very few and far  
11 between, and sometimes there are simply no good answers.

12 I don't know the Simons' motivations. I've said before  
13 they're good people. You come into court and you have a lot of  
14 community support, and I know what you've done and I know  
15 you've gone through the counseling. But when the rubber meets  
16 the road, there doesn't seem to be motivation to actually  
17 engage in this process. And I know that you deny it, and I  
18 know that you have a lot in the file that would support  
19 otherwise. But again, when -- when push comes to shove and the  
20 order actually is entered and the visits are to start, nothing  
21 happens. And I don't -- I don't know why that is. I don't  
22 know how to get to the bottom of that. I don't know. I just  
23 don't know. That's part and parcel of how we got to this  
24 point. And as I've said in prior rulings, the Simons' actions  
25 show not a disinterest in Christopher but a willingness to have

# EXHIBIT 97



STATE OF WASHINGTON  
COMMISSION ON JUDICIAL CONDUCT

P.O. Box 1817, Olympia, WA 98507  
(360) 753-4585 Fax (360) 586-2918

November 27, 2019

CONFIDENTIAL

Corrie Amsden

[REDACTED]  
Spokane, WA 99217

RE: Complaint No. 8868

Dear Corrie Amsden:

The Commission on Judicial Conduct has considered your complaint of ethical misconduct.

Under the state constitution, the Commission is limited to enforcing the Code of Judicial Conduct. It does not decide whether the judge made the right decisions. The Commission must find clear, cogent and convincing evidence of a violation of the Code of Judicial Conduct before proceeding further.

The Commission members found that no violation of the Code of Judicial Conduct was proven in this matter. Accordingly, this complaint has been dismissed.

We appreciate your assistance.

Sincerely,

Commission on Judicial Conduct

lele

# EXHIBIT 98



When recorded return to:

Harrington Law Office, PLLC  
1517 W. Broadway Avenue  
Spokane, WA 99201

DEED OF TRUST

THIS DEED OF TRUST, made this 17<sup>th</sup> day of October, 2016  
between Wayne J. Janke as GRANTOR(S).

whose address is 11311 E. 24<sup>th</sup> Ave., Spokane, WA 99206

and

Harrington Law Office, PLLC as TRUSTEE.

whose address is 1517 W. Broadway Avenue, Spokane, WA 99201

and

Spencer W. Harrington as  
BENEFICIARY,

whose address is 1517 W. Broadway Avenue, Spokane, WA 99201

WITNESSETH: Grantor(s) hereby bargain(s), sell(s), and convey(s) to Trustee in trust,  
with power of sale. The following described real property in Spokane County, Washington:

Parcel #45282-3828  
**KOKOMO TOWNSITE E1/2 OF LT 14 ALL OF LT 15 AND THE W10FT  
OFLT 16 BLK 24**

Abbreviated Legal: (Required if full legal not inserted above)

Tax Parcel Number(s): 45282.3828

which real property is not used principally for agricultural or farming purposes, together with all the tenements, hereditaments, and appurtenances now or hereafter thereunto belonging or in any wise appertaining, and the rents, issues, and profits thereof.

This deed is for the purpose of securing performance of each agreement of Grantor(s) herein contained, and payment of the sum of Twenty - eight thousand Three hundred Fifty - Nine and 32/100 — Dollars (\$28,359.82 ) with interest, in accordance with the terms of a promissory note of even date herewith, payable to Beneficiary or order, and made by Grantor(s), and all renewals, modifications, and extensions thereof, and also such further sums as may be advanced or loaned by Beneficiary to Grantor(s), or any of his/her/their successors or assigns, together with interest thereon at such rate as shall be agreed upon.

To protect the security of this Deed of Trust, Grantor(s) covenant(s) and agree(s):

1. To keep the property in good condition and repair; to permit no waste thereof; to complete any building, structure, or improvement being built or about to be built thereon; to restore promptly any building, structure, or improvement thereon which may be damaged or destroyed; and to comply with all laws, ordinances, regulations, covenants, conditions, and restrictions affecting the property.
2. To pay before delinquent all lawful taxes and assessments upon the property; to keep the property free and clear of all other charges, liens, or encumbrances impairing the security of this Deed of Trust.
3. To keep all buildings now or hereafter erected on the property described herein continuously insured against loss by fire or other hazards in an amount not less than the total debt secured by this Deed of Trust. All policies shall be held by the Beneficiary, and be in such companies as the Beneficiary may approve and have loss payable first to the Beneficiary, as its interest may appear, and then to the Grantor(s). The amount collected under any insurance policy may be applied upon any indebtedness hereby secured in such order as the Beneficiary shall determine. Such application by the Beneficiary shall not cause discontinuance of any proceedings to foreclose this Deed of Trust. In the event of foreclosure, all rights of the Grantor(s) in insurance policies then in force shall pass to the purchaser at the foreclosure sale.
4. To defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, and to pay all costs and expenses, including cost of title search and attorney's fees in a reasonable amount, in any such action or proceeding, and in any suit brought by Beneficiary to foreclose this Deed of Trust.

5. To pay all costs, fees, and expenses in connection with this Deed of Trust, including the expenses of the Trustee incurred in enforcing the obligation secured hereby and Trustee's and attorney's fees actually incurred, as provided by statute.
6. Should Grantor(s) fail to pay when due any taxes, assessments, insurance premiums, liens, encumbrances, or other charges against the property hereinabove described, Beneficiary may pay the same, and the amount so paid, with interest at the rate set forth in the note secured hereby, shall be added to and become a part of the debt secured in this Deed of Trust.

IT IS MUTUALLY AGREED THAT:

- I. In the event any portion of the property is taken or damaged in an eminent domain proceeding, the entire amount of the award or such portion as may be necessary to fully satisfy the obligation secured hereby, shall be paid to Beneficiary to be applied to said obligation.
2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right to require prompt payment when due of all other sums so secured or to declare default for failure to so pay.
3. The Trustee shall reconvey all or any part of the property covered by this Deed of Trust to the person entitled thereto, on written request of the Grantor(s) and the Beneficiary, or upon satisfaction of the obligation secured and written request for reconveyance made by the Beneficiary or the person entitled thereto.
4. Upon default by Grantor(s) in the payment of any indebtedness secured hereby or in the performance of any agreement contained herein, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In such event and upon written request of Beneficiary, Trustee shall sell the trust property, in accordance with the Deed of Trust Act of the State of Washington, at public auction to the highest bidder. Any person except Trustee may bid at Trustee's sale. Trustee shall apply the proceeds of the sale as follows: (1) to the expense of the sale, including a reasonable Trustee's fee and attorney's fee; (2) to the obligation secured by this Deed of Trust; and (3) the surplus, if any, shall be distributed to the persons entitled thereto.
5. Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser the interest in the property which Grantor(s) had or had the power to convey at the time of his/her/their execution of this Deed of Trust, and such as he/she/they may have acquired thereafter. Trustee's deed shall recite the facts showing that the sale was conducted in compliance with all the requirements of law and of this Deed of Trust, which recital shall be prima facie evidence of such compliance and conclusive evidence thereof in favor of bona fide purchaser and encumbrancers for value.

6. The power of sale conferred by this Deed of Trust and by the Deed of Trust Act of the State of Washington is not an exclusive remedy; Beneficiary may cause this Deed of Trust to be foreclosed as a mortgage.
7. In the event of the death, incapacity, disability, or resignation of Trustee, Beneficiary may appoint in writing a successor trustee, and upon the recording of such appointment in the mortgage records of the county in which this Deed of Trust is recorded, the successor trustee shall be vested with all powers of the original trustee. The trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of an action or proceeding in which Grantor(s), Trustee, or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.
8. This Deed of Trust applies to, inures to the benefit of, and is binding not only on the parties hereto, but on his/her/their heirs, devisees, legatees, administrators, executors, and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby, whether or not named as Beneficiary herein.



Wayne J. Janke

STATE OF Washington )  
                            )  
                            ) ss.  
COUNTY OF Spokane     )

I certify that I know or have satisfactory evidence that Wayne J. Janke is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: 10/17/16

Joanne M. McAtee  
Notary Public  
State of Washington  
Commission Expires  
October 29, 2017



Notary name printed or typed: Joanne M. McAtee  
Notary Public in and for the State of Washington  
My appointment expires: 10/29/17  
Residing at: Spokane

REQUEST FOR FULL RECONVEYANCE - *Do not record To be used only when note has been paid*

TO: TRUSTEE

The undersigned is the legal owner and holder of the note and all other indebtedness secured by the within Deed of Trust. Said note, together with all other indebtedness secured by said Deed of Trust, has been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel said note above mentioned, and all other evidences of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you thereunder.

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

\_\_\_\_\_  
\_\_\_\_\_

6698812 04/13/2018 11:06:42 AM  
Rec Fee: \$75.00 Page 1 of 2  
Release Of Mortgage ERECORDING PARTNERS  
NETWORK  
Spokane County Washington eRecorded

**AFTER RECORDING,  
RETURN INSTRUMENT TO:**  
Harrington Law Office, PLLC  
1517 W. Broadway Avenue  
Spokane, WA 99201  
Phone: (509) 838-8300

### **FULL RECONVEYANCE**

Harrington Law Office, PLLC, as Trustee under Deed of Trust, dated October 17, 2016, made by Wayne J. Janke, Grantor; and recorded as Instrument No. 6592481 on April 11, 2017 at 1:48:55 PM, of Official Records in the office of the County Recorder of Spokane County, Washington, describing land herein as having received from holder of obligations thereunder a written request to reconvey, reciting that all sums secured by the Deed of Trust have been fully paid, and said Deed of Trust and the note or notes secured thereby having been surrendered to said Trustee for cancellation, does hereby RECONVEY without warranty, to the person or person legally entitled thereto, the estate now held by it thereunder.

IN WITNESS WHEREOF, Spencer W. Harrington as Principal of Harrington Law Office, PLLC, as TRUSTEE, has caused his signature to be hereto affixed as a duly authorized officer.

Dated:

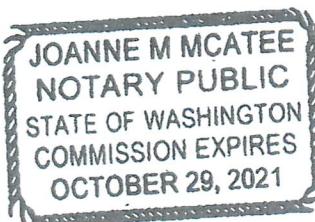
3/22/18

  
Spencer W. Harrington, Principal of  
Harrington Law Office, PLLC, Trustee

STATE OF WASHINGTON )  
                          ): ss.  
County of Spokane     )

On this day personally appeared Spencer W. Harrington, before me the undersigned Notary Public, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same in his authorized capacity and as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 22<sup>nd</sup> day of March, 2018.



Joanne M McAtee  
NOTARY PUBLIC in and for: State of Washington  
Residing at Spokane.  
My Commission Expires: 10/29/21

[New Search](#)[Modify Search](#)[Printable Version](#)

You searched for: exact search in BothNamesID for janke, wayne j and exact search in ParcelNoID for 45282.3828

8 items found, displaying all items.1

Description	Summary
Deed Of Trust 4334227	02/24/1999 10:41:00 AM Grantor: JANKE, WAYNE J Grantee: WASHINGTON, TRUST BANK, TRANSNATION, TITLE INS CO
Deed Of Trust 4343191	03/17/1999 01:37:00 PM Grantor: JANKE, WAYNE J Grantee: WASHINGTON, TRUST BANK, TRANSNATION, TITLE INS CO
Deed Of Trust 4959663	09/08/2003 04:31:00 PM Grantor: JANKE, WAYNE J Grantee: WASHINGTON, TRUST BANK, TRANSNATION, TITLE INS CO
Deed Of Trust 5074135	05/20/2004 11:29:00 AM Grantor: JANKE, WAYNE J Grantee: WASHINGTON, TRUST BANK, FIRST, AMERICAN TITLE INS CO
Deed Of Trust 6218820	06/17/2013 11:19:54 AM Grantor: JANKE, WAYNE J Grantee: WASHINGTON, TRUST BANK, FIRST, AMERICAN TITLE INSURANCE CO
Modification Agreement 6308381	06/02/2014 08:41:46 AM Grantor: JANKE, WAYNE J Grantee: WASHINGTON, TRUST BANK
Deed Of Trust 6592481	04/11/2017 01:48:55 PM Grantor: JANKE, WAYNE J Grantee: HARRINGTON, SPENCER W, HARRINGTON, LAW OFFICE PLLC
Warranty Deed 6692798	03/21/2018 02:11:26 PM Grantor: JANKE, WAYNE J Grantee: LOVEALL, JASON P, LOVEALL, ASHLEE R

8 items found, displaying all items.1

[New Search](#)[Modify Search](#)[Printable Version](#)

669

## View Document

Deed Of Trust - 6592481

### General Data

Document Number Book Page Recording Date  
6592481 04/11/2017 01:48:55 PM

Number Pages Recording Fee  
5 \$78.00

Mailback Destination Mailback Date  
Mail Back 04/12/2017 09:15:39 AM

### Historical Data

Marr Married Marr Filed Reference Nbr

Old Doc Code Marr Cancel Old Trans Nbr  
0

### Related

Recording Number Book Page

### Grantors      Grantees

Creditor borrower Lender Trustee  
JANKE, WAYNE J HARRINGTON, SPENCER W  
HARRINGTON, LAW OFFICE PLLC

### Calculated Legal

Parcel: 45282.3828 KOKOMO TOWNSITE L 14-16 B 24

### Legal Data 1

Parcel  
45282.3828  
Legal Description  
KOKOMO TOWNSITE L 14-16 B 24

### Remarks

670

## View Document

Release Of Mortgage - 6698812

### General Data

Document Number Book Page Recording Date  
6698812 04/13/2018 11:06:42 AM

Number Pages Recording Fee  
2 \$75.00

Mailback Destination Mailback Date

### Historical Data

Marr Married Marr Filed Reference Nbr

Old Doc Code Marr Cancel Old Trans Nbr  
0

### Related

Recording Number Book Page  
6592481

### Grantors

Custodian signor  
HARRINGTON, LAW OFFICE PLLC

### Grantees

Owner debtor  
JANKE, WAYNE J

### Calculated Legal

-

### Legal Data 1

Parcel

Legal Description

### Remarks

# EXHIBIT 99

## Fwd: Motion for Revision of Commissioner's Ruling

From: TJ Simon (agentappraiser@gmail.com)  
To: corrieamsden@yahoo.com  
Date: Thursday, February 21, 2019, 01:57 PM PST

----- Forwarded message -----

From: Cassandra Taggart <cassandra.stenzellaw@gmail.com>  
Date: Tue, Apr 14, 2015 at 3:25 PM  
Subject: Motion for Revision of Commissioner's Ruling  
To: TJ Simon <agentappraiser@gmail.com>

Teresa,

This is the motion asking the higher Judge to review the ruling on April 3, 2015. Please note that you are not to be at this hearing and we are not allowed to present any new evidence for this hearing. This notice is just for your information.

--  
If you have any questions, please contact our office.

Very Truly Yours,

Cassandra Taggart  
Paralegal to Robert J. Hervatine

### NOTICE OF CONFIDENTIAL/PRIVILEGED COMMUNICATION

This email and any files transmitted with it may be protected by the attorney/client privilege, work product doctrine, or other confidentiality protections. It is intended solely for the individual or entity to whom it is addressed. If you have received this communication in error, please reply or call (509) 327-2000 and destroy any associated printed materials and delete the electronic material from any computer.

--  
Teresa Simon  
(509) 535-6500

 simon revision.pdf  
90.9kB

672

COPY  
ORIGINAL FILED

APR 13 2015

SPOKANE COUNTY CLERK

(Copy Receipt)

(Clerk's Date Stamp)



SUPERIOR COURT OF  
WASHINGTON  
COUNTY OF SPOKANE

CHRISTOPHER SIMON, child  
WAYNE JANKE and DORIS STRAND,

Petitioner/Plaintiff

and

RON AND THERESA SIMON  
Respondent/Defendant

CASE NO. 15-5-00185-5

MOTION TO REVISE COMMISSIONER'S  
RULING AND NOTICE TO APPEAR

(MTFR)  
CALENDAR CODE: TS

TO THE CLERK OF THE COURT, PRESIDING JUDGE/ASSIGNED JUDGE AND

WAYNE JANKE and DORIS STRAND, AND YOUR COUNSEL SPENCER HARRINGTON

The undersigned moves the Court for revision of the Order of Commissioner PRO TEM WENDY COLTON  
entered herein on 4-3-15 (date).

This motion is made in compliance with RCW 2.24.050 and LR 0.7.

Findings of Fact and Conclusions of Law (check one):

- have been entered in writing
- are in the Commissioner's oral decision, the transcript of which will be filed by the moving party at their expense.

Specifically, the portion(s) of the Order which is sought to be revised is as follows:

THE COMMISSIONER INDICATED SHE WOULD NOT BASE HER RULING ON THE CHINS  
COMMISSIONER'S RULINGS AND ACTUALLY IGNORED HEARSAY OF THIS TYPE AND  
WOULD NOT ALLOW EITHER COUNSEL TO REFERENCE WHAT THE COMMISSIONER DID  
IN THE CHINS, HOWEVER, AT THE AFTERNOON RULING THE COMMISSIONER INDICATED  
SHE CONSIDERED THEIR COMMENTS IN HER RULING. THERE ALSO WAS NO  
IRREPARABLE HARM FOUND UNDER CR65 AND SHE ORDERED THE CHILD TO GO ON A  
VACATION TO HAWAII WITH ONE OF THE PETITIONERS, WHICH AGAIN IS HARDLY AN  
IRREPARABLE HARM ISSUE. NEITHER ADEQUATE HARM WAS FOUND OR A DEFACATO  
PARENTAL RELATIONSHIP, WHICH IS WHAT A GAL HAS TO DO FIRST.

Court documents to be reviewed are as follows:

ALL FROM THE BEGINNING TO HEARING DATE

**THE HEARING IS SCHEDULED FOR APRIL 30, 2015 AT 1:30 PM**

**NOTICE:** This hearing must be confirmed no later than 12:00 noon, two days before the hearing by notifying the judicial assistant for the assigned judge. See LR 0.7(c).

Dated: 4-13-15

  
Signature

Petitioner/Plaintiff Attorney

GARY R STENZEL

WSBA#: 16974

Telephone No: 327-2000

Respondent/Defendant Attorney

SPENCER HARRINGTON

WSBA #: \_\_\_\_\_

Telephone No: \_\_\_\_\_

# EXHIBIT 100

Fwd: Motion to Change Judge and Motion for Revision

From: TJ Simon (agentappraiser@gmail.com)  
To: corrieamsden@yahoo.com  
Date: Thursday, February 21, 2019, 02:16 PM PST

Notice of unfairness - Gary Stenzel

----- Forwarded message -----

From: Cassandra Taggart <[cassandra.stenzellaw@gmail.com](mailto:cassandra.stenzellaw@gmail.com)>  
Date: Tue, Apr 21, 2015 at 10:35 AM  
Subject: Motion to Change Judge and Motion for Revision  
To: TJ Simon <[agentappraiser@gmail.com](mailto:agentappraiser@gmail.com)>

Teresa,

Attached is a copy of the Motion to Change Judge and Motion for Revision for your records.

--  
If you have any questions, please contact our office.

Very Truly Yours,

Cassandra Taggart  
Paralegal to Robert J. Hervatine

**NOTICE OF CONFIDENTIAL/PRIVILEGED COMMUNICATION**

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--  
Teresa Simon  
(509) 535-6500

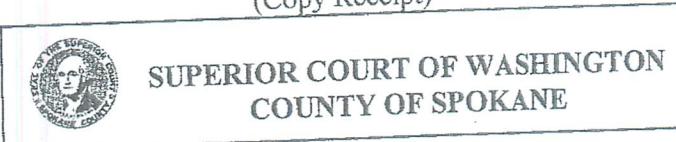
 simon change of judge and to revise.pdf  
130.4kB

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(Copy Receipt)

(Clerk's Date Stamp)



WAYNE JANKE & DORIS STRAND  
Plaintiff/Petitioner

VS.

RONALD & TERESA SIMON  
Defendant/Respondent

CASE NO. 838-8300

MOTION, CERTIFICATE AND ORDER  
FOR CHANGE OF JUDGE

Clerks Action Required (ORCJ)

1. Motion

The undersigned, based on the following certificate, moves the court for an Order for Change of Judge.

II. Certificate

2.1 I am: THE ATTORNEY FOR THE SIMON FAMILY  
(Name and Title)

in the above entitled action;

2.2 I believe that a fair and impartial trial in this case cannot be had before: JUDGE MARIAN MORENO  
(Judge)

I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

4-20-15  
(Date and Place)

Signature (moving)

III. Order

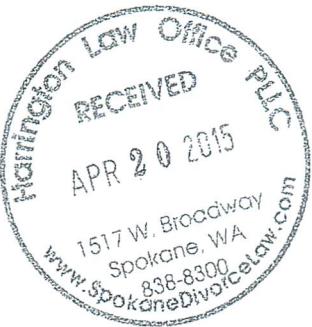
The motion is:  Granted  Denied because prior discretion has been exercised.  
 Denied because the motion is untimely under CR 40(f) / CrR 8.9 / RALJ 8.9 C.

Dated:                         , 20            

Presented by:

Judge:                         

WSBA #16274



(Copy Receipt)

(Clerk's Date Stamp)



SUPERIOR COURT OF  
WASHINGTON  
COUNTY OF SPOKANE

In re CS,

Wayne Janke & Doris Strand  
Petitioner/Plaintiff

and

Ron & Teresa Simons  
Respondent/Defendant

CASE NO. 15-5-00185-5

MOTION TO REVISE COMMISSIONER'S  
RULING AND NOTICE TO APPEAR

(MTR)  
CALENDAR CODE: TS

TO THE CLERK OF THE COURT, PRESIDING JUDGE/ASSIGNED JUDGE AND

Wayne Janke & Doris Strand, and your counsel Spencer Harrington

The undersigned moves the Court for revision of the Order of Commissioner Pro Tem Wendy L. Colton entered herein on 4-8-15 (date).

This motion is made in compliance with RCW 2.24.050 and LR 0.7.

Findings of Fact and Conclusions of Law (check one):

- have been entered in writing
- are in the Commissioner's oral decision, the transcript of which will be filed by the moving party at their expense.

Specifically, the portion(s) of the Order which is sought to be revised is as follows:

The Commissioner granted a motion to strike and not consider any alleged comments by the commissioners working on the Chins case in Juvenile court. Between the noon hour and 1:30pm the commissioner in fact considered what she said was commissioner conversations about the boy and the case to make a decision that gave the Simon's child to the Petitioner's for a Hawaii trip, alone with Mr. Janke. There was no clear finding of de facto parenting although some information led to supporting some kind of relationship with the Petitioner's. A trip to Hawaii is an inappropriate thing to request a CR65 irreparable harm restraining order. There was no showing of irreparable harm.

Court documents to be reviewed are as follows:

All from the beginning of the caser from Sub#1 to the court order on the 8<sup>th</sup> of May 2015.

**THE HEARING IS SCHEDULED FOR May 7<sup>th</sup>, 2015 AT 1:30 PM**

**NOTICE:** This hearing must be confirmed no later than 12:00 noon, two days before the hearing by notifying the judicial assistant for the assigned judge. See LR 0.7(c).

Dated: 4-20-15

Signature

Petitioner/Plaintiff Attorney

Gary R Stenzel

WSBA#: 16974

Telephone No: 327-2000

Respondent/Defendant Attorney

Spencer Harrington

WSBA #: 35907

Telephone No: 838-8300

# EXHIBIT 101

1  
2       **WASHINGTON STATE COURT OF APPEALS DIVISION III**  
3       IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON  
4       IN AND FOR THE COUNTY OF SPOKANE

5       4 IN RE:                                                                          ) CAUSE NO. 15-3-02130-1  
6       5                                                                                  )                                                                                          15-5-00185-5  
7       6       C.S.                                                                          )  
8       7                                                                                          ) COA NO. 35974-3-III  
9       8       Child,                                                                          )  
10      9                                                                                          )  
11      10     WAYNE JANKE and DORIS                                                  )  
12      11     STRAND,                                                                          )  
13      12      10     Respondents,                                                                  ) TRANSCRIPT OF PROCEEDINGS  
14      13      11     RONALD D. SIMON and TERESA                                          )  
15      14      10     SIMON,                                                                          )  
16      15      11     Appellants.                                                                  )

---

17                                                                                                          VERBATIM REPORT OF PROCEEDINGS  
18                                                                                                          BEFORE THE HONORABLE COMMISSIONER RUGEL

19                                                                                                  July 24, 2015

20                                                                                                          Spokane County, Washington

21                                                                                                          APPEARANCES:

22      18     For Simons:                                                                          Gary Stenzel  
23      19                                                                                                  1304 W. College Avenue  
24      20                                                                                                  Spokane, WA 99201

25      21     For Janke:                                                                          Spencer Harrington  
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32      25     Proceedings recorded by electronic sound recording;  
33                                                                                                          transcript produced by transcription service.

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(JULY 24, 2015 @ 10:15 A.M.)

2 THE COURT: The next matter is C.S., Wayne  
3 Janke, Doris Strand, Ronald Simon and Teresa Simon. 15-5-  
4 00185-5. If you could introduce yourselves for the record,  
5 please.

6 MR. HARRINGTON: Thank you, Your Honor, I'm  
7 Spencer Harrington and I represent the petitioners.

8 MR. STENZEL: Oh, my name is Gary Stenzel, I  
9 represent the Simons in this matter.

10 MS. KAMEL: Your Honor, I am Kim Kamel. I am  
11 appointed as the guardian ad litem in this matter.

12 THE COURT: Very good. Go ahead.

1 certificate of readiness. Now, if Mr. Stenzel is ready, I  
2 think that's great. I'm not. I don't think the GAL is. So,  
3 we filed our objection and that requires this Court to then  
4 make some determination as to whether it's going to be sent  
5 to the court administrator to set a trial, assign a judge,  
6 etc.

7 So, from my clients' perspective, and a little  
8 background, this case started ---

9 THE COURT: Hang on just a second. Mr. Stenzel,  
10 are you ready for trial?

11 MR. STENZEL: Am I ready for trial?

12 THE COURT: Yeah.

13 MR. STENZEL: Not at this time, no. But, the  
14 problem I have is if we don't get on the trial docket, it's  
15 gonna be a long time. In fact, it's gonna exceed the ten-  
16 month minimum to even get on the docket with Judge Moreno and  
17 so ---

18 THE COURT: How do you know it will go to Judge  
19 Moreno?

20 MR. STENZEL: She's the --- she's the assigned  
21 Judge right now. That's all I know.

22 THE COURT: You have an assigned Judge already?

23 MR. STENZEL: She --- she heard the revision.

24 THE COURT: Well, I don't know that that makes  
25 her the assigned Judge. I ---

1           MR. STENZEL: Well ---

2           THE COURT: I asked Ms. Peterson if there was an  
3 assigned Judge cause if there is an assigned Judge, this  
4 motion she be heard by the Judge.

5           MR. STENZEL: Yeah and I think it should be too.  
6 When I talk to [inaudible] and talked about the trial, who  
7 the trial judge was, she told me personally that Judge Moreno  
8 was the assigned judge. That's what she told me. I'm  
9 putting that on the record. So, I'm --- there's a bit of a  
10 problem ---

11          THE COURT: Alright.

12          MR. STENZEL With how this system works.

13          THE COURT: Hang on a second. Can you have  
14 Amanda come in?

15          MR. STENZEL: And what we had done is we had filed  
16 an affidavit to change judge and [inaudible] said no, Judge  
17 Moreno is assigned. She already made a decision in this case  
18 in the revision.

19          THE COURT: Alright.

20          MR. STENZEL: And I said okay, well that's fine.

21          THE COURT: Okay.

22          MR. STENZEL: Cause we're trying to find a judge  
23 to deal with discovery issues.

24          THE COURT: Mr. Stenzel indicates that Tua had  
25 told him that Judge Moreno was assigned to this case, that

1 she had made a decision on a revision and that she was  
2 assigned to the case.

3 UNKNOWN: I'll have to check my file.

4 THE COURT: Because if she is, then Judge Moreno  
5 needs to be hearing this motion.

6 MR. STENZEL: Yes, that's what was gonna be my  
7 argument.

8 THE COURT: Let's get that figured out first.

9 MR. HARRINGTON: Okay, so Judge, I will go  
10 through the history of that. I'm looking at my index here  
11 and I show that a motion for a revision --- I just looked  
12 through this so give me one second.

13 THE COURT: Sure, sure.

14 MR. HARRINGTON: It looked as though there was  
15 two filed, but there was one --- there was a motion to revise  
16 filed on April 17, 2015 by Mr. Stenzel's office, never heard.  
17 A second motion for revision filed on it looks like the 20<sup>th</sup>  
18 of April for the hearing on 5/7 which also never occurred.  
19 There's an agreed order to strike revision on the Court's  
20 document number sixty-three. So, I don't believe there's  
21 been a revision. I don't think it is assigned. I think that  
22 it was probably set on her calendar. I don't know --- I  
23 don't have anything assigning it. But, if it's assigned to  
24 her, I don't know. I don't have that information. I do  
25 believe it was put in front of her for ---

1                   THE COURT:     If counsel ---

2                   MR. HARRINGTON:     A revision and then didn't  
3 occur. So, I think that quite frankly at this point, the  
4 Court needs to correctly strike the note for trial readiness  
5 as Mr. Stenzel has just told this Court he's not ready for  
6 trial. That is not a certificate that they are ready for  
7 trial. While I understand that there might be some  
8 difficulty with it being scheduled, etc. The rule doesn't  
9 say that you anticipate how long you think it might take and  
10 how long until you think you might be ready and then file it  
11 by adding those two times together. It says, you are  
12 certifying that you are ready for trial and I'm telling you  
13 that my office is not ready for trial and I anticipate from  
14 my conversations with the GAL, she is not ready for trial.

15                  UNKNOWN: Your Honor, I have no assigned it. It is  
16 currently still unassigned in all the systems. I have a  
17 phone call into Ms. Wilkey as far as the status of that.  
18 She's checking with the Judge and then she'll get back to me.  
19 I don't have any email or anything indicating that the Judge  
20 had wanted this assigned and I don't have any record in our  
21 database as to that assignment.

22                  MR. STENZEL: Let me tell you the origin of that  
23 concern is I filed a motion for change of judge. My client  
24 has some relationships that she felt uncomfortable with Judge  
25 Moreno and I got a call back from Tua who said oh, no, she

1 made a discretionary decision on a revision, so Judge Moreno  
2 wouldn't sign the motion to change judge. And so, all we  
3 want is a judge because even if you have a judge, it gives  
4 you a date that discovery is to be done. So, no case is  
5 really ready when you have ---

6 THE COURT: So, she signed an agreed order to  
7 strike the revision?

8 MR. STENZEL: Right.

9 UNKNOWN: Because this is a case type five, it had  
10 never been assigned to the trial court or any judge at the  
11 time of filing.

12 MR. STENZEL: But it is ostensibly a third-party  
13 custody case is what it is. It's only on the paternity  
14 docket because of the technicality of a --- the relationship  
15 alleged between the --- the petitioners and the child. But  
16 there is also a plea for a third-party custody determination  
17 as well within the four corners of their petition. Those  
18 cases automatically go to a trial judge.

19 THE COURT: Right, give me a second. I'm gonna  
20 go see if I can talk to Judge Moreno.

21 THE CLERK: Please rise.

22 [JUDGE LEAVES THE COURTROOM]

23 THE COURT: Uh back on the record on Simon,  
24 Janke, Strand. Are you ready, as the GAL, are you ready to  
25 proceed to trial?

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1 MS. KAMEL: It depends when the trial date would  
2 be. I'll be --- I'll be ---

3 THE COURT: Well, what if it was set out today?

4 MS. KAMEL: No.

5 THE COURT: Alright, so I talked to Judge Moreno  
6 on the phone. Judge Moreno, I mean she has a pretty good  
7 understanding of what's going on. She recalls that there was  
8 a motion to revise. I told her that she had signed an agreed  
9 order to strike the revision and that that appears to be the  
10 only contact she's had with it. She does recall that there  
11 was a motion for change of judge that was filed with her and  
12 that she rejected that because she had already made that  
13 ruling.

14 She asked that I go ahead and take --- and make  
15 some ruling on this regardless. So, she wants me to make a  
16 ruling on it.

17 Here's what I can tell you. We have one party  
18 saying they're not ready. We have the guardian ad litem  
19 saying they're not ready and we have Mr. Stenzel saying that  
20 he's not ready now, but he wants to hold his place in line,  
21 essentially.

22 Unfortunately, that's not what a readiness calendar  
23 is for. It's not a, I'm not ready but I don't want to wait  
24 too long, and I'll be ready at some point calendar. That's  
25 not what it is. It's a readiness calendar meaning that

1 you're ready to go to trial. So, and it's asking for a trial  
2 date to be set.

3 So, I'm gonna strike the readiness. It's gonna  
4 have to be re-filed when we're a little closer, when people  
5 are ready.

6 MR. HARRINGTON: Question, Your Honor. If I  
7 may, the rule requires when we file our objection for the  
8 Court to set the terms and conditions for when it can be set  
9 for trial. I did speak with the GAL and she can agree or not  
10 agree, but our proposal was for the Court to say when the GAL  
11 provides her final report. She says she can have it early  
12 November is the goal. That at that point, that can trigger  
13 the trial setting and ---

14 THE COURT: That's fine.

15 MR. HARRINGTON: And we need the sixty days. I  
16 think Mr. Stenzel might want some input on this, but that's  
17 my proposal. I believe the GAL is in agreement with that.

18 MS. KAMEL: I'm in agreement.

19 THE COURT: Okay, Mr. Stenzel?

20 MR. STENZEL: Well, first I need to know who I can  
21 go to for summary judgments and otherwise. Do they still  
22 come to your docket or do they go to presiding like the court  
23 rule says?

24 THE COURT: Whatever the court rule says is what  
25 we'll do.

1                   MR. STENZEL: Okay and if I need discovery issues,  
2 is Judge Moreno the assigned judge because if there's an  
3 assigned judge, all discovery issues go to the assigned  
4 judge.

5                   THE COURT: Um well, you told me that she was  
6 the assigned judge.

7                   MR. STENZEL: Okay, alright, that's fine.

8                   THE COURT: But, I don't have anything  
9 indicating that she is the assigned judge. You're the only  
10 one that believes she was the assigned judge.

11                  MR. STENZEL: No, when you talked to her, does she  
12 believe she's the assigned judge?

13                  THE COURT: Uh well, I'm not really gonna tell  
14 you what our conversation was about.

15                  MR. STENZEL: Okay.

16                  THE COURT: Specifically, but I can tell you  
17 that there's nothing in the file indicating that she is the -  
18 --

19                  MR. STENZEL: There is no assigned judge at this  
20 point.

21                  THE COURT: Correct.

22                  MR. STENZEL: Okay, alright. So, the court rules  
23 allows, I mean say that we should go to presiding ---

24                  THE COURT: I'm not gonna tell you how to  
25 practice law.

1 MR. STENZEL: Alright, that's fine.

2 THE COURT: You can read the court rules  
3 yourself. Okay, any other questions?

4 MR. STENZEL: Nope.

5 MR. HARRINGTON: I have an order for you.

6 [COURT ADJOURNED]

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Exhibit 102

# THE SPOKESMAN-REVIEW

Washington Idaho WA Government

NEWS > SPOKANE

## Medical office under investigation

Wed., June 16, 2004



Former janitor Corrie Amsden filed a complaint that said she witnessed a pattern of improper disposal of medical waste at a medical office building. (Liz Kishimoto / The Spokesman-Review)



By **Carla K. Johnson**  
Staff writer

Two agencies recently opened investigations at a North Side medical office building after complaints from a former janitor who cleaned the building for several months.

Corrie Amsden, the former janitor, said she witnessed a pattern while working at the Holy Family Medical Building, 235 E. Rowan Ave. She said several clinics routinely left bags of blood-stained medical waste for untrained janitors, such as herself, to put out in the regular trash.

A spokesman for the company that manages the building and an attorney for one of the medical practices both said all trash was disposed of properly. Amsden's former employer said she was properly trained.

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The Washington Department of Labor and Industries opened a worker safety investigation following Amsden's complaint, which she made after she inadvertently touched what she said was a suction bulb used during surgery. It was in the trash she was collecting, she said.

Her training, she said, consisted of watching a 15-minute videotape on blood-borne pathogens four months after she started work and more than a week after the incident.

She later grew curious about unlabeled trash bags routinely left in the janitor's closet. She opened them over a period of weeks, documenting what she saw in the trash bags by taking notes and photographing the contents. She said she wore gloves while opening the bags.

Amsden's photos show what appear to be vials of blood labeled with patients' names, suction bulbs with attached tubing containing bloody fluid and bloody gauze. Her notes also list bloody bandages, gowns, caps, foot coverings and scrub brushes.

Labor and Industries is investigating Amsden's former employer, the janitorial service American Building Maintenance Co., and three medical practices in the Holy Family Medical Building. The medical practices are Spokane Plastic Surgeons, Spokane Urology and Associated Surgeons.

Spokane Regional Health District also is investigating. The health agency enforces county standards for handling and disposing of biomedical waste.

Spokane County requires biomedical waste to be stored in closed, labeled bags that are impervious to moisture and resistant to tearing. They must be stored in containers inaccessible to the public and vermin. Blood products and human body remnants from surgery must be chemically treated or steam sterilized.

By state law, the definition of biomedical waste includes "discarded waste, human blood and blood components, and materials containing free-flowing blood and blood products" and "human source biopsy materials, tissues and anatomical parts that emanate from surgery, obstetrical procedures and autopsy."

A spokesman for the company that manages the building said Amsden didn't find biomedical waste.

“She found something in a garbage can that she assumed was biohazardous. She found paper towels, gauze, paper table cover and a saline capsule, none of which is considered medical waste,” said Gordon Hester, director of commercial management for Kiemle & Hagood.

“We’re in compliance with what the law requires,” said Michael McMahon, an attorney representing Spokane Urology. McMahon said Amsden and a Spokane TV news station that aired her story may have violated patient privacy laws by showing patient names in photos.

ABM Industries, the parent company of Amsden’s former employer in Spokane, issued a statement through a public relations company.

“Employee health and safety is a top priority at the company,” the statement reads in part. “We are very sympathetic to the situation involving Ms. Amsden, and intend to offer her our full support as this situation develops.”

Amsden, 30, quit her job May 14 because she was concerned the problem would not be corrected and she would continue to have to handle medical waste. Her employer offered her a job in a downtown bank building in a letter May 27. Amsden declined the offer because of her concern for other janitors still working in unsafe conditions.

She said she is frustrated her complaints have not resulted in more immediate action.

“They say a picture is worth a thousand words, and I say that’s about all it’s worth,” she said. “When the janitor speaks, nobody listens.”

# THE SPOKESMAN-REVIEW

Washington Idaho WA Government

NEWS > SPOKANE

## Janitor's complaint leads to fine

Tue., Aug. 24, 2004



Medical waste is shown in three full trash bags in a janitor's closet in a North side medical office building. Former janitor Corrie Amsden took the photo when she filed a complaint about the pattern of leaving the medical waste for the janitors to dispose. (Photo courtesy of Corrie Amsden / The Spokesman-Review)



By **Carla K. Johnson**

Staff writer

A janitor's complaint about improper disposal of medical waste has led to fines totaling \$1,800 against three medical practices and a janitorial service.

The Washington state Department of Labor and Industries recently issued fines for worker-safety violations to American Building Maintenance Co., Spokane Plastic Surgeons, Spokane Urology and Associated Surgeons.

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The three medical practices are located in the Holy Family Medical Building, 235 E. Rowan Ave., where Spokane resident Corrie Amsden worked briefly as a janitor. Amsden's complaint prompted the worker-safety investigation.

Amsden documented her complaint with photos of what appeared to be blood-stained medical waste in the regular trash. She also took her story to the news media.

American Building Maintenance, Amsden's former employer, drew the biggest fine: \$1,000 for two violations termed "serious" by the Department of Labor and Industries. The company has appealed.

The company failed to provide Amsden with proper training on how to handle blood-borne pathogens and also failed to offer her a hepatitis B vaccination series within 10 days of assigning her to work in the medical facility, according to the citation notice.

Associated Surgeons received a \$400 fine for two serious violations. The department said the medical practice had failed to appropriately label or color-code regulated waste and had failed to provide annual blood-borne pathogen training to employees.

Associated Surgeons also received a citation for failing to have a written accident-prevention plan and for various other safety violations. The medical practice has until Sept. 7 to appeal.

"We've taken care of everything they've asked us to do," said a clinic spokeswoman. The practice does not plan to appeal, she said.

Spokane Urology received a \$250 fine for failing to label or color-code regulated waste, a serious violation, according to the state agency.

The medical practice has until Monday to appeal. A clinic spokesperson could not be reached for comment.

Spokane Plastic Surgeons received a \$150 fine for failing to label or color-code regulated waste, a serious violation. The clinic also had two general violations for failing either to hold safety meetings or have a safety committee and for failing to have a written chemical hazard communication program.

The practice has until Wednesday to appeal, but none is planned, said a clinic spokeswoman.



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