

## Civil Rule 2A Agreement

The Petitioner, Christine Moyer, represented by Natalie de Maar, and the Respondent, Robert Moyer, represented by Lisa Sharpe, are hereby entered into a full and complete settlement of the financial issues related to the dissolution of their marriage, including, but not limited to the issues of dividing their assets and debts, maintenance, child support, and attorney fees and costs in King County Superior Court No. 23-3-05392-7 SEA. This establishment of a parenting plan is specifically reserved for future mediation, arbitration or trial. This agreement is being signed pursuant to Civil Rule 2A, which court rule has been explained to the parties by their counsel. This agreement was reached following a Zoom mediation with both counsel present and both parties participating in the Zoom process. The mediator was Judge (ret.) Steve Rosen. The undersigned parties agree to be bound by the terms and conditions contained herein.

### 1. PARENTING PLAN

The parties agree to reserve the establishment of a parenting plan for future mediation, arbitration or trial. The parties agree to return to Judge Rosen (ret.) for mediation of the final parenting plan on 12/5/24 at 9 am and split Judge Rosen's fees equally. Until a final parenting plan is entered, the parties agree that the Respondent shall have professionally supervised visits with Adrian on every other Monday from release from school until 7 pm and every other week on Saturdays from 10 am until 6 pm. The parties agree that this schedule may need to be adjusted for Adrian's schedule, but the Respondent shall have make-up time for any missed time due to adjustments. The parties further agree that the Respondent will begin any treatment recommended by his DV evaluation within 30 days.

### 2. SPOUSAL MAINTENANCE

The parties agree that neither party shall pay or receive maintenance. This is non-modifiable.

### 3. CHILD SUPPORT

The parties agree to enter the Child Support Worksheets attached as Exhibit A as the final Child Support Worksheets in this case. The parties shall attempt to agree on the form of a child support order. If they cannot agree on the form of the child support order, then they agree to submit this issue to Judge Rosen (ret.) for arbitration on the papers only. The arbitrator's costs shall be split 50/50.

### 4. PROPERTY ALLOCATION

- 4.1. Except as specified herein, each party shall retain any and all assets acquired by that party subsequent to their separation. The parties agree to divide their assets and debts pursuant to the asset/liability spread sheet attached hereto as Exhibit B. The parties agree that the value calculations in Exhibit B are placeholders subject to fluctuations in the market. The assets and debts shall be divided pursuant to the values of the assets and debts assigned to the parties in the spreadsheet. The parties agree to divide the community property assets 52% to the Petitioner and

48% to the Respondent. Fluctuations in the market in accounts awarded to only one party shall not be a basis to change the overall allocation in Exhibit B.

- 4.2. Disagreements over property, including assets, debts and reimbursements shall be subject to binding arbitration, pursuant to the terms in the Section V of this Agreement below.
- 4.3. All joint financial accounts shall be closed and the balances, as awarded to each party, shall be rolled into separate accounts as soon as reasonably practicable. The parties shall use best faith efforts to achieve this objective.
- 4.4. Notes A through K of Exhibit B are incorporated by reference as if fully set out herein.
- 4.5. The parties agree to sell the marital home located at 1210 Kirkland Avenue and the condo located at 7012 – 116<sup>th</sup> Ave. NE, Unit D pursuant to the Home Sale Agreement attached which shall be incorporated as if fully set forth herein.
- 4.6.

The parties agree to attempt to work out their personal property division. The Petitioner shall take digital photos of the following items in the house and send them to Respondent's attorney within 15 days: Everything in the garage, all art and ceramics, "Doug's vase", each piece of furniture, all BBQs, trip memorabilia, all computers, and all of Respondent's cell phones and other computerized equipment. Thereafter, if the parties cannot agree on the division of their personal property, then they will arbitrate this issue with Judge Rosen (ret.) or Comm. Jennie Laird on the papers only with the arbitrator's fees split equally.
- 4.7. The parties agree that the agreement to Ex. B supersedes the TFLO in terms of the use of the Mexico condos.

## 5. MISCELLANEOUS PROVISIONS

- 5.1. The parties agree to continue the trial date to March 17, 2025.
- 5.2. The parties agree the marriage is irretrievably broken.
- 5.3. Counsel for Respondent shall draft the final pleadings needed for this agreement, including any Property Settlement Agreement. Initial drafts shall be provided by 11/22/24. The Petitioner shall respond to the proposed drafts no later than 10 days after receipt of the drafts. If there are disputes over the drafting of the final pleadings or any omitted issues, then counsel for both parties shall contact Judge (ret.) Steve Rosen within ten (10) days of the response to the proposed pleadings, and counsel shall immediately schedule arbitration with Judge (ret.) Steve Rosen to resolve the drafting disputes. Counsel for Petitioner shall present formal proof to the Court no later than 10 days after the arbitration decision or agreement. Disputes or arbitration concerning drafting of final orders shall not delay the implementation of the house sale provisions of this agreement.
- 5.4. The wife acknowledges she is not pregnant.

- 5.5. Each party agrees to pay their own attorneys' fees and costs.
- 5.6. Both parties attest that they have not opened and do not possess any accounts not specifically mentioned herein.
- 5.7. Each party has made a full and complete disclosure of all assets and liabilities of the parties, whether separate or community. In the event that it is determined that either party now possesses any community property not set forth herein, or that either party has made, without the consent or knowledge of the other, any gifts of transfers or any community property other than as set forth herein and with a value in excess of \$1,000, the party who failed to disclose such asset will be awarded 25% and the other party will be awarded 75% of the asset's fair market value at the time of discovery or as of the date of this Agreement. The date of separation for purposes of this paragraph only shall be deemed 9/15/23.
- 5.8. Each Party hereto acknowledges that he or she is making this Agreement of his or her own free will and volition; acknowledges that no coercion, force, duress, pressure or undue influence has been employed against him or her in negotiations leading to the execution of this Agreement either by the other Party hereto or by any other person or persons whomsoever; and declares that no reliance whatsoever is placed upon any representations or promises other than those expressly set forth herein. Each party hereto acknowledges that he or she has had a full, complete and fair opportunity to consult with counsel of his or her choosing to review this document prior to signing and has not been impinged or hindered in any manner from doing so.
- 5.9. Each party waives any right to inherit or take property from the other by devise or bequest (unless under a will subsequent to the effective date hereof or unless listed separately herein), or to claim any family allowance or award in lieu of or in addition to homestead, or to act as administrator or administratrix of the other, or to act as executor, executrix or personal representative under the will of the other (unless under a will subsequent to the effective date hereof) *except* as set forth differently herein. All provisions of previous trusts, property agreements, powers of attorney, and testamentary instruments executed by the Parties or one party benefiting the other are hereby revoked by each, except as specifically set forth herein. Each of the Parties hereby disclaims the right to receive any and all such benefits; provided, however, this Agreement shall remain in full force and effect in case of the death of either or both Parties and may be enforced by or against the estate of the other.
- 5.10. Both parties acknowledge that they have had full and adequate time to consult with their respective attorneys or representatives that tax consequences may exist or arise pertaining to the provisions of this contract and that they both have been directed and advised to obtain independent tax advice from a qualified tax professional or accountant prior to agreement on these orders and that each party has had an ample and adequate opportunity to do so. The tax consequences of the division of property shall not be considered newly discovered evidence.
- 5.11. The parties will cooperate to remove each other's name from the financial assets and obligations not assigned to her or him herein and each will join in the other's efforts to accomplish this provision. If a party unreasonably fails to sign any such transfer documents within 10 days of

presentation, then the party that unreasonably failed to sign will be responsible for the other party's reasonable attorneys fees to enforce this clause.

- 5.12. Any disputes in drafting of the final documents or as to omitted issues shall be submitted to Judge (ret.) Steve Rosen for binding arbitration. Unless the parties agree that the arbitrator has authority to resolve disputes as to implementation of this Agreement, all authority of Judge (ret.) Steve Rosen to arbitrate terminates upon entry of the final documents unless otherwise agreed in writing. Any arbitration related to this agreement may be initiated by email to the opposing party and their attorney. RCW 26.14.050. Costs for arbitration fees shall be divided in the same proportion as they were divided for the settlement conference which resulted in this CR2A Agreement, but shall be subject to reallocation by the arbitrator. In addition, the arbitrator shall have the power to award attorney fees for fees incurred in conjunction with the arbitration as deemed appropriate by the arbitrator.

5.12.1. UFLAA provision – The parties agree, that if Judge (ret.) Rosen is the arbitrator on any dispute arising pursuant to this agreement, that they will agree to submit an agreed order pursuant to RCW 26.14.110 lifting any stay of arbitration pursuant to the UFLAA. The parties agree that they are informed of their rights, that they are voluntarily entering this agreement, that arbitration of matters pursuant to this agreement is not inconsistent with any protection order, and that reasonable procedures are in place to protect the parties from risk of harm, harassment, and intimidation. The parties further agree that, if either party is the petitioner in a protection order where the other party is the respondent, or if either party has been convicted of a domestic violence offense and the other party was the victim of that offense, that any arbitration will proceed only via video conference or on the papers. Finally, the parties agree that either party may motion the court to lift any stay of the arbitration proceedings commenced pursuant to this agreement and indicate that the other party has agreed to lift such a stay by attaching, in support of the motion, an executed copy of this agreement with all but this paragraph and its subparagraphs redacted.

Dated: November 1, 2024 by:

Christine Moyer  
Christine Moyer (Nov 1, 2024 18:46 PDT)

Christine Moyer  
Petitioner

Rob Moyer

Robert Moyer  
Respondent

Natalie de Maar  
Natalie de Maar (Nov 1, 2024 18:47 PDT)

Natalie de Maar  
Petitioner's Attorney

Lisa Sharpe  
Lisa Sharpe (Nov 1, 2024 18:51 PDT)

Lisa Sharpe  
Respondent's Attorney

# Washington State Child Support Schedule Worksheets

[ ] Proposed by [ ]

[ ] State of WA (CSWP)

Or, [ ] Signed by the Judicial/Reviewing Officer. (CSW)

**County**

**Case No.**

**Child/ren and Age/s:** Rob III, 16; Adrian, 12

**Parents' names:** Christine

Robert

(Column 1)

(Column 2)

	Christine	Robert
<b>Part I: Income</b> (see Instructions, page 6)		
1. Gross Monthly Income		
a. Wages and Salaries Imputed for Robert	\$20,550.75	-
b. Interest and Dividend Income	-	-
c. Business Income	-	-
d. Maintenance Received	-	-
e. Other Income	-	-
f. Imputed Income	-	\$33,333.33
g. Total Gross Monthly Income (add lines 1a through 1f)	\$20,550.75	\$33,333.33
2. Monthly Deductions from Gross Income		
a. Income Taxes (Federal and State) Tax Year: 2024	\$4,327.45	\$8,772.06
b. FICA (Soc.Sec.+Medicare)/Self-Employment Taxes	\$1,204.05	\$1,504.43
c. State Industrial Insurance Deductions	-	-
d. Mandatory Union/Professional Dues	-	-
e. Mandatory Pension Plan Payments	-	-
f. Voluntary Retirement Contributions	\$416.66	-
g. Maintenance Paid	-	-
h. Normal Business Expenses	-	-
i. Total Deductions from Gross Income (add lines 2a through 2h)	\$5,948.16	\$10,276.49
3. Monthly Net Income (line 1g minus 2i)	\$14,602.59	\$23,056.84
4. Combined Monthly Net Income (add both parents' monthly net incomes from line 3)		\$37,659.43
5. Basic Child Support Obligation Number of children: 2 x \$1,190.00 per child (enter total amount in box )		\$2,380.00
6. Proportional Share of Income (divide line 3 by line 4 for each parent)	.388	.612

	Christine	Robert
<b>Part II: Basic Child Support Obligation</b> (see Instructions, page 7)		
7. Each Parent's Basic Child Support Obligation without consideration of low income limitations (Each parent's Line 6 times Line 5.)	\$923.44	\$1,456.56
8. Calculating low income limitations: Fill in only those that apply.		
Self-Support Reserve: (125% of the federal poverty guideline for a one-person family.)		\$1,569.00
a. Is combined Net Income Less Than \$1,000? If yes, for each parent enter the presumptive \$50 per child.	-	-
b. Is Monthly Net Income Less Than Self-Support Reserve? If yes, for that parent enter the presumptive \$50 per child.	-	-
c. Is Monthly Net Income equal to or more than Self-Support Reserve? If yes, for each parent subtract the self-support reserve from line 3. If that amount is less than line 7, enter that amount or the presumptive \$50 per child, whichever is greater.	-	-
9. Each parent's basic child support obligation after calculating applicable limitations. For each parent, enter the lowest amount from line 7, 8a - 8c, but not less than the presumptive \$50 per child.	\$923.44	\$1,456.56
<b>Part III: Health Care, Day Care, and Special Child Rearing Expenses</b> (see Instructions, page 8)		
10. Health Care Expenses		
a. Monthly Health Insurance Premiums Paid for Child(ren)	\$320.50	-
b. Uninsured Monthly Health Care Expenses Paid for Child(ren)	-	-
c. Total Monthly Health Care Expenses (line 10a plus line 10b)	\$320.50	-
d. Combined Monthly Health Care Expenses (add both parents' totals from line 10c)		\$320.50
11. Day Care and Special Expenses		
a. Day Care Expenses	-	-
b. Education Expenses	-	-
c. Long Distance Transportation Expenses	-	-
d. Other Special Expenses (describe)		
	-	-
	-	-
	-	-
e. Total Day Care and Special Expenses (Add lines 11a through 11d)	-	-
12. Combined Monthly Total Day Care and Special Expenses (add both parents' day care and special expenses from line 11e)		-
13. Total Health Care, Day Care, and Special Expenses (line 10d plus line 12)		\$320.50
14. Each Parent's Obligation for Health Care, Day Care, and Special Expenses (multiply each number on line 6 by line 13)	\$124.35	\$196.15
<b>Part IV: Gross Child Support Obligation</b>		
15. Gross Child Support Obligation (line 9 plus line 14)	\$1,047.79	\$1,652.71

	Christine	Robert
<b>Part V: Child Support Credits</b> (see Instructions, page 9)		
16. Child Support Credits		
a. Monthly Health Care Expenses Credit	\$320.50	-
b. Day Care and Special Expenses Credit	-	-
c. Other Ordinary Expenses Credit (describe)	-	-
	-	-
	-	-
d. Total Support Credits (add lines 16a through 16c)	\$320.50	-
<b>Part VI: Standard Calculation/Presumptive Transfer Payment</b> (see Instructions, page 9)		
17. Standard Calculation (line 15 minus line 16d or \$50 per child whichever is greater)	\$727.29	\$1,652.71
<b>Part VII: Additional Informational Calculations</b>		
18. 45% of each parent's net income from line 3 (.45 x amount from line 3 for each parent)	\$6,571.17	\$10,375.58
19. 25% of each parent's basic support obligation from line 9 (.25 x amount from line 9 for each parent)	\$230.86	\$364.14
<b>Part VIII: Additional Factors for Consideration</b> (see Instructions, page 9)		
20. Household Assets (List the estimated present value of all major household assets.)		
a. Real Estate	-	-
b. Investments	-	-
c. Vehicles and Boats	-	-
d. Bank Accounts and Cash	-	-
e. Retirement Accounts	-	-
f. Other: (describe)	-	-
	-	-
	-	-
	-	-
21. Household Debt (List liens against household assets, extraordinary debt.)		
a.	-	-
b.	-	-
c.	-	-
d.	-	-
e.	-	-
f.	-	-
22. Other Household Income		
a. Income Of Current Spouse or Domestic Partner (if not the other parent of this action)		
Name	-	-
Name	-	-
b. Income Of Other Adults in Household		
Name	-	-
Name	-	-





Other Factors For Consideration (continued) (attach additional pages as necessary)

### Signature and Dates

I declare, under penalty of perjury under the laws of the State of Washington, the information contained in these Worksheets is complete, true, and correct.

Christine Moyer  
Christine Moyer (Nov 1, 2024 18:46 PDT)

Parent's Signature (Column 1)

Date

City

Rob Moyer

Parent's Signature (Column 2)

Date

City

\_\_\_\_\_  
Judicial/Reviewing Officer

\_\_\_\_\_  
Date

**This Worksheet has been certified by the State of Washington Administrative Office of the Courts.  
Photocopying of the worksheet is permitted.**

**IN RE MARRIAGE OF MOYER**

*Spouse 1: Robert*

*Spouse 2: Christine*

Date of Marriage: September 5, 1998

Date of Separation: September 15, 2023

	ASSET	VALUE	AMOUNT OWED	DATE OF VALUATION	SEPARATE ROBERT	SEPARATE CHRISTINE	NET COMMUNITY	COMMUNITY ROBERT	COMMUNITY CHRISTINE
	<b>REAL PROPERTY</b>								
1	1210 Kirkland Ave. Reed Appraisal Report	X		10/07/24		\$214,928			
2	First Tech Mortgage - Kirkland Residence			09/17/24					
3	Kirkland Condominium	x							
4	First Tech Mortgage Kirkland Condominium			09/17/24					
5	First Tech HELOC (Secured by Kirkland residence)			09/11/24					
	<b>Real Property Sub-Total</b>					\$214,928			
	<b>LIQUID ACCOUNTS</b>								
6	BoFA x8654 - Joint (Children's Expense Account)	X		11/01/24			X	X	X
7	First Tech x4021, x6463 - Joint (Kirkland Rental)	\$14,042		09/30/24			\$14,042		\$14,042
8	BoFA x0432 - Robert	\$6,295		10/11/24	\$6,295				
9	Fidelity HSA x5316 - Robert	\$32,428		09/30/24			\$32,428	\$32,428	
10	BoFA x1026 - Christine	\$3,600		10/08/24		\$3,600			
11	UMB HSA x6492 - Christine	\$4,960		09/30/24		4,960			
	<b>Liquid Accounts Sub-Total</b>	\$61,325			\$6,295	\$8,560	\$46,470	\$32,428	\$14,042
	<b>ILLIQUID ACCOUNTS</b>								
12	Microsoft 401(k) - Robert	\$1,824,071		09/30/24			\$1,824,071	\$1,824,071	
13	Microsoft DCP - Robert	\$32,889		09/30/24			\$32,889	\$32,889	
14	Fidelity IRA x9280 - Robert	\$66,512		09/30/24			\$66,512	\$66,512	
15	Fidelity IRA x0520 - Christine	\$4,904		09/30/24			\$4,904		\$4,904
16	Starbucks 401(k) - Christine	\$1,098,190		09/30/24		\$36,575.00	\$1,061,615		\$1,061,615
	<b>Illiquid Accounts Sub-Total</b>	\$3,026,566				\$36,575	\$2,989,991	\$1,923,472	\$1,066,519
	<b>STOCK</b>								
17	Fidelity Joint x5828	\$10		09/30/24			\$10	\$5	\$5
18	Fidelity x2840 - Robert (to be split in like kind and with equal cost basis of the securities within the account)	\$1,553,333		09/30/24			\$1,553,333	\$776,666	\$776,667
19	Fidelity x1931 - Robert (September transfer from x5828)	\$386,008		09/30/24			\$386,008	\$386,008	
20	H - MSFT stock								
21	H - MSFT RSUs to be vested (Net of taxes) (to be divided pursuant to cell E80 net of taxes within 10 days of receipt along with all statements). H to grant W "Inquiry access" to his Fidelity x2840 account within 15 days of CR2A, and to leave her access intact until 1/1/26. H may not redirect any MSFT RSUs to an account other than Fidelity x2840.								
22	Fidelity x0939 - Christine (SP is Starbucks RSUs 1st to vest after separation)	\$12,185		09/30/24		\$999	\$11,186		\$11,186
23	Fidelity x2068 - Christine (August Transfer from x5828)	\$386,008		09/30/24			\$386,008		\$386,008
24	Starbucks RSU Grant 05KE245RUR 91 Shares @ \$97.49 per share	\$8,872		09/30/24		\$8,872			
25	Starbucks RSU Grant 05KE225RUR 48 shares @ \$97.49 per share	\$4,680		09/30/24		\$4,680			
26	Starbucks RSU Grant 05KE302RUR 145 Shares @ \$97.49 per share	\$14,136		09/30/24		\$14,136			
27	Starbucks RSU Grant 05KE279RUR 121 Shares @ \$97.49 per share	\$11,796		09/30/24		\$11,796			
28	Starbucks RSU Grant 05KE298RSU 208 Shares @ \$97.49 per share	\$20,277		09/30/24		\$20,277			
	<b>Liquid Accounts Sub-Total</b>	\$2,397,305				\$60,760	\$2,336,545	\$1,162,679	\$1,173,866
	<b>PERSONAL PROPERTY</b>								
29	H - Personal property	X					X	X	
30	W - Personal property	X					X		X
31	Cabo Time Shares (2 bed)	\$35,000					\$35,000		\$35,000

	ASSET	VALUE	AMOUNT OWED	DATE OF VALUATION	SEPARATE ROBERT	SEPARATE CHRISTINE	NET COMMUNITY	COMMUNITY ROBERT	COMMUNITY CHRISTINE
32	Cabo Time Shares (3 bed)	\$60,000					\$60,000	\$60,000	
	<b>Personal Property Sub-Total</b>	\$95,000					\$95,000	\$60,000	\$35,000
	<b>OTHER ASSETS</b>								
33	2017 Tesla Model S P100D - KBB Report	\$27,774		06/03/24			\$27,774	\$27,774	
34	Subaru - My Subaru Report	\$18,525		10/14/24			\$18,525		\$18,525
35	Trans America Life Insurance Policy	X						X	
	<b>Other Assets Sub-Total</b>	\$46,299					\$46,299	\$27,774	\$18,525
	<b>Credit Cards</b>								
36	American Express x1009, x3009 - Joint - Christine to be removed.				xx				
37	Bank of America Visa x2784 - Robert				xx				
38	American Express x1001				xx				
39	American Express x3000- Christine					xx			
40	Nordstrom x1037 - Christine					xx			
41	Bank of America Visa x3507 - Christine					xx			
42	Chase x4229 - Christine					xx			
	<b>Credit Cards Sub-Total</b>								
	<b>OTHER LIABILITIES</b>								
43	Microsoft Deferred Compensation Plan Withdrawal (after tax value)	\$21,044		06/05/24			\$21,044	\$21,044	
44									
45									
	<b>Other Liabilities Sub-Total</b>	\$21,044					\$21,044	\$21,044	
	<b>Sub Totals</b>	\$5,647,539			\$6,295	\$320,823	\$5,535,349	\$3,227,397	\$2,307,952
	<b>Adjusting Entry</b>							(\$570,429)	\$570,429
	Adjusting Entry 2 Robert's predistributions from joint accounts post temporary Order with reconciliation of CC debt per TFLO							(\$36,385)	\$36,385
	<b>Totals</b>	\$5,647,539			\$6,295	\$320,823	\$5,535,349	\$2,620,583	\$2,914,766
	<b>Distribution Percentage to Husband</b>		48.00%						
	<b>Percentage</b>							47.34%	52.66%

- a

Adjusting Entries to be paid 50% from escrow on the sale of the home and 50% in cash within 60 days of CR2A
- b

List house for sale on 4/15/25
- c

List condo for sale on 1/15/25
- d

No final orders before 1/1/25 & joint tax return for 2024 & each party to pay/receive refund pro-rata based on income by each party (including all 1099s, 1098s, K-1 & W-2 wages in their own names)
- e

Parties to jointly hire CPA to prepare the 2024 tax filings and determine each party's liability/refund and equally split the CPA's costs, Rosen to arb if no agreement on CPA
- f

The 9/5/24 stipulation about \$50k withdrawals from Fidelity x2840 will not occur
- g

House and condo NSP to be split per cell E80 after wife's SP interest and 1098's shall be issued in E80 percentages with wife's portion to include her SP interest in house
- h

Child Support from H to W at \$2100.00 per month beginning 11/1/24 including transfer payment and all medical, daycare, extra-curricular, and other expenses EXCEPT therapy, private school tuition, study skills programs, school bus, and fees paid 50/50. The flat \$2100 per month includes all school trips, school sports, and food costs.
- i

H to pay W \$4,825.00 for car accident (garage door) and 1/2 of the Children's Hospital bill within 10 days. CSO to reserve all other past due expenses prior to 10/31/24. The Respondent placed \$11,000 into BoFA x8654. The parties agree that BoFA x8654 shall remain to pay the auto-payment of the children's school bill in approximately 4 days, and the balance of the account shall be split 48% to H and 52% to W and the account will then be closed.
- j

Parties shall pay post secondary expenses first with 529 and UMTA first, with remaining published total costs of attendance at the child's school to be split 50/50

<b>Assets Held for Children</b>	
Fidelity 529 x6171 - Max 9/30/2024	\$108,911
Fidelity 529 x3635 - Adrian 9/30/2024	\$86,506
Vanguard UTMA x5817 - Max 9/30/2024	\$10,967
Vanguard UTMA x8941 - Adrian 9/30/2024	\$11,219
BoFA Svgs x7847 - Max 9/2024	\$5,421
BoFA Ckg x5205 - Max 9/2024	\$1,292
BoFA Svgs x2592 - Adrian 9/2024	\$6,462
BoFA Ckg x4918 Adrian 10/2024	\$482

## **HOME SALE AGREEMENT**

1. This Home Sale Agreement ("Agreement") is made and entered into by and between Petitioner Christine Moyer ("Wife") and Respondent Robert Edward Moyer II ("Husband") (individually referred to as "a Party" or collectively referred to as "the Parties"). The Parties own real property located at 1210 Kirkland Ave., Kirkland, Washington ("the Residence") and 7012 116<sup>th</sup> Ave Ne Unit D Kirkland, Washington 98033 ("the Condo"). The parties have agreed to sell the Residence pursuant to the provisions herein.

2. Date of Listing & Choice of Realtor. The Residence shall be listed for sale on an agreed upon date, but no later than April 15<sup>th</sup>, 2025, or as otherwise recommended by their agreed real estate agent/broker ("Realtor"). The Condo shall be listed for sale on an agreed upon date, but no later than January 15<sup>th</sup>, 2025.

3. The parties agree to list the Residence and the Condo with agreed Realtor. If the parties cannot agree to a Realtor for the Residence and the Condo, then the parties shall submit two names with CV's to Judge Rosen on written submittals only for binding arbitration. The costs of the arbitration split 50-50 subject to reallocation in the arbitration process. The Realtor shall communicate with the Husband and the Wife regarding all aspects of listing and sale.

4. Sale Price. The Residence shall be listed at a price agreed upon by the Parties based on the Realtor's recommendation. The Parties shall follow the recommendations for a listing price made the Realtor. If there is a good faith basis to dispute the listing price, either Party may initiate arbitration pursuant to the process and timeframe as set forth below.

5. Use of Residence Pending Sale. Pending the sale of the property, the Wife shall have exclusive use of the Residence and maintain the Residence in saleable condition. The Wife shall pay the mortgage, property taxes, utilities, and homeowner's insurance until the Residence is sold or until she vacates the residence for sale. If the wife vacates the residence for sale, the mortgage, property taxes, and homeowner's insurance shall be split 50-50 between the parties. Any agreed upon maintenance, repairs, or improvements to make the Residence "show ready" as recommended by the Realtor shall be shared equally by the parties. For expenses related to agreed upon repairs or maintenance that Wife or Husband advances shall be reimbursed to the paying party off the top of the net sale proceeds.

6. Management and Expenses related to The Condo. Pending sale of the Condo, the Wife shall continue to manage The Condo. The Wife shall use the rental income to pay the expenses i.e. mortgage, utilities, property taxes, HOA dues, and insurance for The Condo. Once the rental income no longer can cover the expenses of the Condo (listed in this paragraph) then the parties shall split the expenses 50-50 pending sale. Any agreed upon maintenance, repairs, or improvements to make the Condo "show ready" as recommended by the Realtor shall be shared equally by the parties. For expenses related to agreed upon repairs or maintenance that Wife or Husband advances shall be reimbursed to the paying party off the top of the net sale proceeds.

7. Repairs & Improvements. Except as specifically provided herein, any repairs or improvements recommended by the Realtor shall be agreed upon by both parties in writing as to cost and scope *before* being undertaken, unless it involves an emergency. Neither party shall be reimbursed for any expense that is not agreed upon.

8. Any disputes regarding the listing, sale, repairs/improvements, or other related expenses or issues regarding the Residence or the Condo as set forth in this agreement will be resolved in binding arbitration pursuant to RCW 26.14 by Judge Steve Rosen, Ret. Additionally, any disputes as to the necessity, cost, scope, or definition of "repairs or improvements beyond routine maintenance" shall be submitted to binding arbitration pursuant to RCW 26.14. Costs of the arbitration shall be shared equally by the parties, subject to re-allocation by the arbitrator if one party has acted in bad faith or engaged in intransigence.

9. Encumbrances. The Residence is presently encumbered by a mortgage and home equity line of credit which shall be paid off with the sale proceeds. The Condo is presently encumbered by a mortgage which shall be paid off with the sale proceeds. Neither party shall further encumber the Residence/the Condo or cause a lien to be placed on the Residence pending sale without the consent of the other. If a lien is placed on the Residence pending sale without the consent of the other party, the lien shall be paid off from the responsible party's share of the Net Sale Proceeds (as defined below). If the lien exceeds that party's share of the Net Sale Proceeds, a judgment for the difference shall issue.

10. Prompt Decisions Related to Sale/Arbitration. Any decisions necessary to the sale of the Residence or the Condo, including, but not limited to, the reduction of the sales price, payment of expenses and/or repairs, or use of property, shall be made by the parties jointly and promptly, without unreasonable delay. Any offers of sale shall be submitted to both parties within one (1) day of an offer being made and a response shall be given within 24 hours if possible, or as soon as practicable otherwise. Neither party may unreasonably withhold approval or disapproval of any offers of purchase or otherwise frustrate the expeditious completion of the sale of the Residence or the Condo. In the event of a dispute regarding any decisions necessary to the sale or use of the Residence/the Condo or the transmission or acceptance of offers, the dispute shall be submitted to binding arbitration under RCW 26.14 upon written submissions alone on an appropriately expedited basis as decided by the arbitrator. The arbitration costs shall be shared equally subject to re-allocation by the arbitrator. The parties agree the arbitrator has authority to appoint a Special Master for any party frustrating the expeditious completion of the sale of the Residence/the Condo. Any Special Master fees shall be paid exclusively by the uncooperating party.

11. Net Sales Proceeds. The "Net Sales Proceeds" shall be defined as the sale price of the Residence *less*:

- a. all real estate commissions;
- b. excise tax;
- c. underlying, currently existing encumbrances, including mortgage and home equity line of credit;
- d. any future encumbrances not agreed to shall be paid from the encumbering party's share of the Net Sales Proceeds, if not otherwise paid in full by that party prior to the sale closing;

- e. encumbrance for repairs agreed upon in writing (or ordered by arbitrator) to the Residence to prepare it for sale; and
- f. ordinary closing costs.

12. The Parties shall engage an agreed upon CPA/Accountant to calculate the capital gains tax on the property in the event that the capital gains are anticipated to exceed \$500,000 on the property. The Parties may agree to set aside the capital gains tax due in a trust account or to submit the tax payment to the IRS. The Residence and Condo's Net Sales Proceeds shall be split 48% to the Husband and 52% to the Wife after the payment to Wife of \$214,928 representing her separate property interest in the home. From Husband's Net Sale Proceeds, the Husband shall pay Wife \$303,425 represent the marital lien balance owed to Wife in the Final Property Division Spreadsheet. The parties shall instruct the escrow company to issue 1098's with the Wife receiving 52% of the net sale proceeds + \$214,928 and the Husband receiving 48% of the net sale proceeds.

14. Attorney's Fees to Enforce This Agreement. Should either Party incur costs, expenses, attorneys' fees, or expert witness costs for the purposes of judicially enforcing, defending, or preventing the breach of this Agreement, and that party later prevails in the judicial proceeding, such prevailing party shall be entitled to recover from the losing Party all such costs, expenses, and fees for services rendered to the prevailing Party. This shall not apply to the arbitration of disputes as provided for otherwise herein.


15. Application of Washington Law. This Agreement shall be construed according to the laws of the State of Washington.

16. Modification. No modification or amendment of this Agreement shall be valid unless stated in a writing that is dated and signed by both parties.


IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective the date indicated below.

Dated: November 1 2024

  
Christine Moyer, Petitioner/Wife

  
Natalie de Maar WSBA #24386












Dated: November 1, 2024


DocuSigned by:  
  
7AD711ADD2B74FB  
Robert Edward Moyer II, Respondent/Husband

DocuSigned by:  
  
6A4F2B9BE27047B  
Lisa Ann Sharpe WSBA #21047

Created:	2024-11-02
By:	Steve Rosen (steve@rosenadr.com)
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 Agreement completed.

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