



200601300249

Skagit County Auditor

1/30/2006 Page 1 of 13 3:10PM

**Return Address:**

**H. B. Coe and L&L Stevens (WSBI-#5181)  
500 Wall Street #405  
Seattle WA 98121**

Please print or type information **WASHINGTON STATE RECORDER'S Cover Sheet** (RCW 65.04)

**Document Title(s)** (or transactions contained therein): (all areas applicable to your document **must** be filled in)

JUDGMENT – Certified Copy  
Skagit County CASE No. 04-3-00319-5  
Skagit County JUDGMENT No. 04-9-01613-2

**Reference Number(s) of Documents assigned or released:** none

**Grantor/Debtor:** Allen, Pamela E.

**Grantee/Creditor:** Allen, William C.

**Legal description** (abbreviated: i.e. lot, block, plat or section, township, range)  
Portion of Lot 3, Amended Plat of Mountain View Estates, Vol 14, page 198

Entire legal is on page(s) 2 of Judgment

**Assessor's Property Tax Parcel/Account Number(s)**  
P90608

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

**Reference is made to Hartley 54 Wash. App. 434, 774 P.2d 40**

Cover sheet plus 11 pages plus clerk's certification on reverse side of page 11 of Decree – total 13 pages recorded

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**SUPERIOR COURT OF WASHINGTON  
COUNTY OF SKAGIT**

In re the Marriage of:

PAMELA E. ALLEN,

Petitioner,

and

WILLIAM C. ALLEN,

Respondent.

NO. 04-3-00319-5

- DECREE OF DISSOLUTION (DCD)
- DECREE OF LEGAL SEPARATION (DCLGSP)
- DECLARATION CONCERNING VALIDITY (DCINMG)
- Clerk's action required

**I. JUDGMENT/ORDER SUMMARIES**

**1.1 RESTRAINING ORDER SUMMARY:**

Does not apply.

**1.2 REAL PROPERTY JUDGMENT SUMMARY:**

Real Property Judgment Summary is set forth below:

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DECREE (DCD) (DCLSP) (DCINMG) - Page 1 of 11  
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DAVID L. YAMASHITA  
LAWYER  
1303 SOUTH SECOND STREET



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Legal description of the property awarded (including lot, block, plat, or section, township, range, county and state):  
Lot 3, "AMENDED PLAT OF MOUNTAIN VIEW ESTATES", as per plat recorded in Volume 14 of Plats, page 198, records of Skagit County, Washington  
EXCEPT that portion thereof lying South of the following described line:  
Beginning at a point which is 0.95 feet North of the Southeast corner of the North 1/2 of the North 1/2 of the Southeast 1/4 of the Southeast 1/4 of Section 13, Township 35 North, Range 4 East, W.M.;  
thence West to a point on the East line of the West 60 feet of said subdivision which is 0.97 feet North of the South line of said subdivision;  
thence South along the East line of the West 60 feet, a distance of 0.97 feet to the South line of said subdivision and the terminal point of this line description.  
Situate in the City of Sedro-Woolley, County of Skagit, State of Washington.

1.3 MONEY JUDGMENT SUMMARY:  
Judgment Summary is set forth below.

- |   |                    |              |
|---|--------------------|--------------|
| A. Judgment creditor  | William C. Allen   |              |
| B. Judgment debtor  | Pamela E. Allen    |              |
| C. Principal judgment amount  |                    | \$ 80,000.00 |
| D. Interest to date of judgment   |                    | \$ _____     |
| E. Attorney's fees  |                    | \$ _____     |
| F. Costs  |                    | \$ _____     |
| G. Other recovery amount  |                    | \$ _____     |
| H. Principal judgment shall bear simple interest at 4.5 % per annum                           |                    |              |
| I. Attorney's fees, costs and other recovery amounts shall bear interest at _____ % per annum |                    |              |
| J. Attorney for judgment creditor   | David L. Yamashita |              |
| K. Attorney for judgment debtor   | Shannon Montoure   |              |
| L. Other:   |                    |              |

END OF SUMMARIES

II. BASIS

Findings of Fact and Conclusions of Law have been entered in this case.

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III. DECREE

IT IS DECREED that:

3.1 STATUS OF THE MARRIAGE.

The marriage of the parties is dissolved.

3.2 PROPERTY TO BE AWARDED THE HUSBAND.

The husband is awarded as his separate property the property set forth in Exhibit H. This exhibit is attached or filed and incorporated by reference as part of this decree.

3.3 PROPERTY TO BE AWARDED TO THE WIFE.

The wife is awarded as her separate property the property set forth in Exhibit W. This exhibit is attached or filed and incorporated by reference as part of this decree.

Other:

DIVISION OF HUSBAND'S UNITED STATES NAVY MILITARY RETIREMENT PAY.

A. The Husband is receiving retired pay from the government of the United States of America as a result of his service with the United states Navy. The parties agree that the retired pay referred to above is a community property asset and should be divided as set forth herein. The division of the husband's United States Navy retirement pay is a division of property between husband and wife and is not an award of alimony or maintenance.

B. The parties acknowledge that the Skagit County Superior Court has jurisdiction over the husband by reason of:

1. his residence (other than because of military assignment in the State of Washington);
2. his domicile in the state of Washington; and
3. his consent to the jurisdiction of this court over his person.

C. The parties have been married 25 years and 8 months. The husband performed 21 years of service in the military creditable in determining the husband's eligibility for retired pay. The parties have been married 12 years and 2 months of the total time in the Navy service creditable in determining the husband's eligibility for military retired pay.

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1 D. The rights of the husband under the Soldiers' and Sailors' Civil  
2 Relief Act of 1940 (50 USC App. 50, et seq.), have been and were  
3 observed at all times during the proceedings for the dissolution of  
4 the marriage. The Decree of Dissolution of Marriage which shall  
5 be entered dividing the United States Navy retired pay is the final  
6 Decree of Dissolution of Marriage.

7 E. The husband's net disposable United States Navy military retired  
8 pay (as defined by USCS Section 1408, as amended) shall be  
9 divided as follows:

10 The husband shall pay to the wife 28.5% of the husband's disposable  
11 retired pay to which the husband is entitled as a result of his service  
12 in the United States Navy, said payments to be made directly to the  
13 wife by the appropriate division of the Department of the Navy upon  
14 entry of the Decree of Dissolution of Marriage. Said payments shall  
15 commence on a monthly basis with the first payment due upon  
16 dissolution of marriage.

17 In addition to the above-mentioned pension benefit payable to the  
18 wife, the wife shall be entitled to a percentage increase in said  
19 pension benefit in an amount equal to any similar increase allowed  
20 the husband with respect to the pension benefit that he will be  
21 receiving from the United States Navy.

22 Each party shall pay for and be responsible for any federal or state  
23 income tax which may be attributable to his or her respective  
24 portions of the military retirement income. Each party shall  
25 indemnify and hold the other harmless from any tax liability which  
26 may be assessed by the Internal Revenue Service as a result of the  
failure of one party to report and pay tax on his or her share of the  
retirement.

F. The husband shall pay to the wife her share of the husband's United  
States Navy retirement pay until either the death of the husband or  
the wife, whichever occurs first. The remarriage of either party  
shall not affect the duty of the husband to pay to the wife her share  
of the husband's United States Navy retirement pay.

G. The husband has elected the wife as the beneficiary of his United  
States Navy Survivor's Benefit Plan. Said election shall remain  
permanent and shall not be changed in the future by the husband.  
The husband shall continue to have the premium for the survivor's  
benefit plan automatically taken out of his United States Navy  
retirement pay. The percentage of the husband's United States Navy  
retirement pay which has been awarded to the wife herein has been  
calculated to take into account the payment by the husband of the

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1 premium for the survivor's benefit plan (28.5% less 1% for the  
2 survivor's benefit plan premium paid by husband). The husband  
3 shall sign any and all forms necessary to continue the election of the  
4 wife as the beneficiary of the United States Navy Survivor's Benefit  
5 Plan, and the husband shall sign no forms in the future to change  
6 the said beneficiary designation except with the written consent of  
7 the wife or upon her death, should she predecease ex-husband,  
8 William C. Allen.

6 H. If, after the entry of the Decree of Dissolution of Marriage herein,  
7 the husband's net, disposable retired pay (as defined above) is  
8 reduced or "waived" as a result of the husband's receipt of Veterans  
9 Affairs disability compensation, or an equivalent disability benefit,  
10 then in that event, the wife's percentage share of the pension shall  
11 be adjusted upward to account for the change. The adjustment shall  
12 be made in the form of an order clarifying the Decree of Dissolution  
13 of Marriage. The parties both agree to utilize this procedure in the  
14 event doing so becomes necessary after the entry of the Decree.

11 The method of adjustment to be used in the order clarifying the  
12 Decree shall be as follows:

- 13 1. The parties jointly or either party individually, shall  
14 determine the wife's monetary share of the military pension  
15 for the month immediately preceding the first month that  
16 the husband receives a reduction in net disposable retired  
17 pay as a result of a VA Waiver for disability benefits.
- 18 2. The "pre-disability waiver" figure shall then be divided by  
19 the new amount of the net disposable retired pay to arrive at  
20 the wife's new percentage figure representing her share of  
21 the retired pay.
- 22 3. This new percentage amount shall be incorporated into a  
23 post decree order clarifying the decree with respect to the  
24 division of the retired pay.
- 25 4. The parties shall cooperate with one another in arriving at  
26 the amount to be included in the clarifying order. The  
27 husband shall provide the wife with copies of his retired  
28 pay statements showing his pre- and post-disability retired  
29 pay amounts.

For example, if the husband's retired pay is \$100.00 per  
month before any VA waiver and the wife's share according  
to the Decree is 35%, then the wife is entitled to \$35.00 per  
month. If, after the VA waiver is applied to the husband's



1 net, disposable retired pay, it is reduced to \$70.00 per  
2 month, then the wife's share expressed as a percentage of  
3 the net, disposable should be increased. The amount of the  
4 increase would be determined, in this example, by dividing  
5 the wife's "pre-VA waiver" share of \$35.00 by the  
6 husband's "post-VA waiver benefit" amount of \$70.00. The  
7 new percentage, in this example, would be 50% and the  
8 order clarifying the Decree would reflect this amount.

6 5. In the event that the Defense Finance and Accounting  
7 Service does not pay all or a portion of the increased  
8 amount (currently, any amount in excess of 50% of the net  
9 disposable retired pay), directly to the wife, then, in that  
10 event, the percentage amount of the pension benefit  
11 payable, in excess of the 50% limitation, shall be  
12 characterized as "non modifiable" spousal support. This  
13 additional sum shall be paid directly to the wife by the  
14 husband.

11 6. The term "non modifiable spousal support" shall mean that,  
12 except as may be otherwise provided in this Decree, the  
13 payment of a portion of the pension to the wife as spousal  
14 support shall not be increased or decreased beyond the  
15 amount calculated herein.

14 7. In addition to the above mentioned pension benefit payable  
15 to the wife, the wife shall be entitled to a percentage  
16 increase in said pension benefit (commonly referred to as a  
17 COLA) in an amount equal to any similar increase allowed  
18 the husband with respect to the military pension benefit.

18 All parties acknowledge that the definition of spousal maintenance and/or any child  
19 support as required herein includes attorney's fees, interest and costs and that said  
20 fees, interest and costs are expressly made recoverable as spousal maintenance  
21 and/or child support in accordance with 42 U.S.C. Section 662, and the regulations  
22 at 5 CFR Part 581.102(d) and (e) and 581.307 (effective February 15, 1990), or as  
23 any of the aforesaid laws or regulations are amended.

21 3.4 LIABILITIES TO BE PAID BY THE HUSBAND.

22 The husband shall pay the community or separate liabilities set forth in Exhibit H.  
23 This exhibit is attached or filed and incorporated by reference as part of this decree.

24 Unless otherwise provided herein, the husband shall pay all liabilities incurred by him  
25 since the date of separation.

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1 3.5 LIABILITIES TO BE PAID BY THE WIFE.

2 The wife shall pay the community or separate liabilities set forth in Exhibit W. This  
3 exhibit is attached or filed and incorporated by reference as part of this decree.

4 Unless otherwise provided herein, the wife shall pay all liabilities incurred by her  
5 since the date of separation.

6 The Wife is ordered to pay the following debts:

7 1. Any and all debts she incurred after separation (January 3, 2004),  
8 including but not limited to the following:

- 9 a. JC Penny  
10 b. Sears  
11 c. Roman's  
12 d. All credit card obligations incurred subsequent to separation.

13 2. All debts associated with any assets she has been awarded above.

14 3.6 HOLD HARMLESS PROVISION.

15 Each party shall hold the other party harmless from any collection action relating to  
16 separate or community liabilities set forth above, including reasonable attorney's fees  
17 and costs incurred in defending against any attempts to collect an obligation of the  
18 other party.

19 3.7 SPOUSAL MAINTENANCE.

20 The husband shall pay maintenance as set forth in Exhibit W. This exhibit is attached  
21 or filed and incorporated by reference as part of this decree.

22 Payments shall be made directly to the other spouse.

23 3.8 CONTINUING RESTRAINING ORDER.

24 Does not apply.

25 3.9 JURISDICTION OVER THE CHILDREN.

26 The court has jurisdiction over the children as set forth in the Findings of Fact and  
Conclusions of Law.

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3.10 PARENTING PLAN.

The parties shall comply with the Parenting Plan signed by the court on \_\_\_\_\_ [Date]. The Parenting Plan signed by the court is approved and incorporated as part of this decree.

3.11 CHILD SUPPORT.

Child support shall be paid in accordance with the order of child support signed by the court on \_\_\_\_\_ [Date]. This order is incorporated as part of this decree.

3.12 ATTORNEY'S FEES, OTHER PROFESSIONAL FEES AND COSTS.

Does not apply.

3.13 NAME CHANGES.

~~Does not apply.~~ AT ANY TIME AFTER ENTRY OF DECREE WIFE MAY CHANGE HER NAME TO Hemmingway. *[Signature]*

3.14 OTHER.

Dated: 9-30-04 *[Signature]*  
JUDGE COMMISSIONER

Presented by: *[Signature]* Approved for entry: *[Signature]*  
Notice for presentation waived:  
David L. Yamashita, WSBA #4260 Attorney for Respondent  
Shannon Montoure, WSBA # \_\_\_\_\_ Attorney for Petitioner

*[Signature]*  
PAMELA ALLEN



EXHIBIT W

The following properties are hereby awarded to the Petitioner/Wife.

1. The family home, subject to the Husband's judgment/lien of \$80,000 as set forth in Exhibit H. The legal description of the family home is:

Lot 3, "AMENDED PLAT OF MOUNTAIN VIEW ESTATES", as per plat recorded in Volume 14 of Plats, page 198, records of Skagit County, Washington

EXCEPT that portion thereof lying South of the following described line:

Beginning at a point which is 0.95 feet North of the Southeast corner of the North 1/2 of the North 1/2 of the Southeast 1/4 of the Southeast 1/4 of Section 13, Township 35 North, Range 4 East, W.M.;

thence West to a point on the East line of the West 60 feet of said subdivision which is 0.97 feet North of the South line of said subdivision;

thence South along the East line of the West 60 feet, a distance of 0.97 feet to the South line of said subdivision and the terminal point of this line description.

Situate in the City of Sedro-Woolley, County of Skagit, State of Washington.

2. The household goods, furnishings and appliances in her possession, except as is awarded to Husband (see Exhibit H).
3. The 2002 Ford Taurus VIN \_\_\_\_\_.
4. Fifty percent (50%) of the Putnam (now T-Row Price) 401(k), currently in Husband's name. He shall pay her 50% thereof after taxes or other withholding. This shall be paid within ten (10) days of entry of the Decree of Dissolution.
5. Three hundred eighty dollars (\$380) per month of Husband's Navy/Military retirement benefits with COLA and Survivor's Benefits (see Paragraph 3.3 of Decree of Dissolution). In the event Petitioner/Wife predeceases Respondent/Husband, he may change the Survivor's Benefits provision of his Navy retirement.
6. Maintenance: Wife is awarded maintenance in an amount that, when added to her share of the Navy/military pension (\$380), plus child support (\$450), will equal \$1,650. Therefore the parties contemplate the maintenance to be \$820 per month. The parties have agreed that the following language describes this portion of their settlement:

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1 Wife shall receive maintenance in an amount calculated by using the amount  
2 of \$1,650, subtracting Wife's portion of the Navy pension and Wife's  
3 portion of child support and the remainder needed to reach the total transfer  
4 payment of \$1,650 shall be the amount of maintenance.

4 PROVIDED HOWEVER, maintenance shall be reduced by 50% on the dollar  
5 of the amount Wife is eligible to receive from SOCIAL SECURITY  
6 ADMINISTRATION when she begins receiving said benefits. The Wife  
7 shall apply for Social Security benefits as soon as she is eligible to do so, and  
8 the amount of spousal maintenance shall be reduced on the date Wife is  
9 eligible, whether or not she receives the payment. For example, if  
10 maintenance payments start out at \$830 per month and the Wife is eligible to  
11 receive Social Security in the amount of \$450 per month on the month  
12 following her 62nd birthday, Husband's maintenance obligation shall be  
13 reduced by \$225 per month, for a total of \$605.

14 This award of maintenance shall continue through the month of July 2011.

15 Provided, however, maintenance shall terminate upon the Wife's death <sup>OR PER</sup>  
16 <sup>Remarriage</sup> remarriage or the Husband's death. <sup>DY</sup>



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**EXHIBIT H**

Husband is hereby awarded the following:

1. A judgment/lien in the amount of \$80,000 secured by the family home. This shall be evidenced by a Promissory Note in the amount of \$80,000 due and payable on or before August 1, 2011, bearing simple interest at the rate of 4.5% per annum. (The Wife may pay this judgment/lien sooner if she desires.) The Promissory Note shall be secured by a Deed of Trust.

2. Fifty percent (50%) of the Putnam (now T-Row Price) 401(k), currently in Husband's name. He shall pay Wife 50% thereof after taxes or other withholding. This shall be paid within ten (10) days of entry of the Decree of Dissolution.

3. His Navy/Military Retirement less that which is awarded to Wife in Exhibit W and as set forth in the Decree of Dissolution, Paragraph 3.3.

4. All the personal property including but not limited to household goods, furnishings and appliances in his possession.

5. The 1999 camp trailer (currently in the Wife's possession). The parties shall arrange for the Husband to pick up said camp trailer on or about the 27th day of August, 2004.

6. The 2003 Ford F150 pickup truck.

7. Unless otherwise provided herein, the Husband shall pay all liabilities incurred by him since the date of separation.

8. The Husband is ordered to pay the following debts:

a. Any and all debts she incurred after separation (January 3, 2004), including but not limited to the following:

- i. MBNA Visa, which was approximately \$2,000 at date of separation.
- ii. All credit card obligations incurred subsequent to separation.

b. All debts associated with any assets he has been awarded above.

9. Costs of mediation:

The Husband has paid the mediation fees in the amount of \$500. The Husband shall be allowed to deduct \$25 per month from the Wife's maintenance for four months, for a total reimbursement of \$100, which is her share of said mediation.

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UNOFFICIAL DOCUMENT

State of Washington, } ss.  
County of Skagit

I, Nancy K. Scott, County Clerk of Skagit County and ex-officio Clerk of the Superior Court of the State of Washington, for the County of Skagit, do hereby certify that the foregoing instrument is a true and correct copy of the original, consisting of 11 pages, now on file in my office.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the Seal of said Court at my office at Mount Vernon this 25 day of Jan 20 06  
Nancy K. Scott, County Clerk

Nancy K. Scott  
County Clerk



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