

Term Sheet

- Spousal support jurisdiction to both is terminated forthwith. This is nonmodifiable spousal support order.
- It is presumed that Garden Valley is a rental property and Skip intends to do a 1031 exchange. If the taxing authority does not consider Garden Valley a rental property for the purpose of the 1031 exchange, the parties agree to reserve jurisdiction on the issue of the property tax liability.
- Kelly agrees to that the DV TRO will expire upon entry of the order based upon this term sheet. Kelly may not bring another request for a Domestic Violence Prevention Act restraining order against Skip for any acts of alleged abuse prior to the date of this stipulation.
- Kelly steadfastly maintains that Skip committed the acts of abuse as defined by the Domestic Violence Prevention Act and was prepared to provide substantial oral testimony of the abuse. Skip steadfastly maintains there was no basis for the temporary Domestic Violence Restraining Order and was prepared to provide oral testimony. The issue of abuse remains an unlitigated and disputed issue. Further, the parties each have financial claims against each other, including breach of fiduciary duty, reimbursements, employment, personal injury, and other claims arising out of their marital and business relationship. By entering into this stipulation, neither party admits to the truth of the other party's allegations and neither party concedes their own allegations. However, in the interest of moving forward in the best interest of their children, conserving their resources, and finalizing all disputes between them, the parties enter into this stipulation which contains substantial compromises by each party.
- ^{LA} Kelly will ^{pay a} Skip an equalizing payment of \$150,000 as a lump sum to Skip's lawyer's trust account or Skip's parents within 15 days Kelly HELOC on M302 being funded. Kelly will make all her best efforts to get the HELOC with all due haste. Upon entry of this term sheet to an order, Skip will execute a quit claim within 48 hours on M302.
- The parties will attend binding mediation on personal property with Chuck Amital, if needed.
- Kelly and Skip are the parents of two minor children: Kirin Lancaster, DOB 08/04/2007 (age 12) and Kaori Lancaster, DOB 6/26/2009 (age 10), hereinafter referred to as "Kirin" or "Kaori". For ease of reference, Kirin and Kaori may sometimes be referred to herein as "the minor children" or colloquially as "the girls".
- As a compromise, in the interest of avoiding further litigation, the parties agree that Kelly be able to relocate with the minor children to Mercer Island, Washington after the fall semester and enroll the minor children in school in Eastside Community School in Washington, subject to the custody and visitation provisions of this Stipulation.
- The Court previously appointed Kenneth B. Perlmutter, Ph.D. ("Dr. Perlmutter") to conduct a comprehensive child custody evaluation concerning the parties' minor children. That appointment was made in San Mateo Superior Court Case Number 17-FAM-00844-A.

Term Sheet

- Dr. Perlmutter issued a Confidential Comprehensive Child Custody Evaluation Report ("the CCE") and Recommended Custody Order ("recommendations") totaling 98 pages in length dated May 17, 2018 ("the Recommendations"). The parents agree to adopt the Recommendations as modified in the attached Exhibit A except that Skip is to pay for and arrange his own travel and the children's travel when they are traveling with him and advise Kelly within 21 days of travel of the itinerary. And Kelly is to pay for and arrange her own travel and the children's travel when they are traveling with her and advise Skip within 21 days of the travel itinerary. These travel costs are subject to true up of child related expenses at a later date. The Recommendations will also be modified to account for the change in school from Bright Water Waldorf School to EastSide Community School with the assistance of the Parenting Coordinator set forth herein.
- Kelly filed a Request for Order ("RFO") asking the Court to adopt the Recommendations. A trial on the matter is set to commence on December 2, 2019. The December 2, 2019 trial shall be vacated upon entry of the order based upon this term sheet.
- All prior Court Orders issued by the Court in the above captioned matter concerning child custody and visitation, shall be deemed null and void, and shall be superseded by the ordered enter based upon this term sheet. This shall be the only custody order in effect for this family.
- Skip will successfully complete attend a mutually agreed upon age appropriate parenting class of at least 16 hours. If the parties cannot agree to a class, the each will submit a proposal the All Purpose Judge in the dissolution case and the Court and the court will select the class
- Both parties will each successfully complete a co-parenting class. Each party will provide proof of successful completion to the counsel for the other within 30 days of completion.
- Both parties will attend at least 12 sessions of individual psychotherapy with a licensed psychotherapist and follow their recommendation regarding continuing treatment. The individual psychotherapy shall include a complete mental health assessment. Each party will provide proof of successful completion to opposing counsel within 30 days of completion.
- The parties agree to appoint a Parenting Coordinator with binding authority to review, discuss and potentially modify the long-distance visitation schedule (not the timeshare %) set forth in Attachment A, and interpret the visitation order. After Skip has completed all of the above and after a year has passed from entry of this order, the PC will have the authority to make a recommendation, upon request, relating legal custody and/or timeshare. The first priority of the parent coordinator is to determine the 2019 holiday schedule for October through December 2019.
- The parties intend work in good faith with a Parenting Coordinator to normalize their co-parenting relationship for the best interests of the children.

For all communication, the parties will communicate with the Parenting Coordinator and the parties will develop a communication plan with the Parenting Coordinator to handle all communication regarding the parties' children or other matters.

Term Sheet

- In emergencies or when time sensitive matters require it, the parties may call or text each other for faster response
- The parties shall not share Dr. Klein's Confidential psychological evaluations and Dr. Perlmutter's Confidential report with the parent coordinator. The parties agree to interview Molly Seager, Nancy Read, and Ariella Goodwin Fisher within the next 10 days of execution of this term sheet. If the parties cannot agree by the 10th day which of these PC to appoint, they will each submit their choice to the APJ Judge Hill and she will appoint the PC.
- Kelly is living in Marin, CA and moving to Mercer Island, Washington. Skip is living in Montara, CA. This agreement is made based upon Skip's representation that he does not intend to move to the Seattle, Washington area. Skip's move outside of San Mateo County alone would be a change of circumstances to modify the visitation schedule, but not the legal or physical custody designation nor the percent timeshare.
- Each party agrees to give notice 60 days prior to moving to a new house. Such notice shall include the new residence address and the names of all adults living in the household.
- Skip agreed he shall never make a claim, lawsuit, or other method of recovery against gotomedia or any gotomedia entities. Skip expressly waives all claims, including but not limited to lost wages, employment, ownership, personal injury, worker's compensation, or any other claims.
 - Skip on his own behalf and all others on whose behalf they execute this RELEASE, understand and agree that this RELEASE extends to all claims of any kind or nature, past, present or future, known or unknown, suspected or unsuspected, which in any way relate to or arise out of the Relationship (the Relationship means the business relationship between Skip on one hand and Kelly, gotomedia, Inc., go2investments, gotoresearch, gotmedia LLC, or any entities owned in whole or in part by Kelly Goto on the other hand.) The PARTIES further understand and agree that this RELEASE constitutes an express waiver of any and all rights or claims under Section 1542 of the California Civil Code, which provides:
 - A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.
 - This RELEASE was negotiated at arms-length with each PARTY having the opportunity to obtain advice from independent legal counsel. Each PARTY enters into this RELEASE as a free and voluntary act with full knowledge of its legal consequences, and represents and warrants that (a) he/it is not relying upon any statement, representation, or promise of any other PARTY (or of any officer, agent, partner, employee, representative, insurer, or attorney for any other PARTY) in executing this RELEASE, except as expressly stated in this RELEASE; (b) he/it has made such investigation of the facts pertaining to this RELEASE as the PARTY deems necessary; and, (c) he/it has read this RELEASE and understands its


Term Sheet

contents, and has had the full and complete opportunity to consult counsel regarding the legal effects of such RELEASE.

- NO ADMISSION OF LIABILITY
- The PARTIES understand and agree that this RELEASE constitutes a compromise and settlement of disputed claims. Neither the payment of the consideration referred to in this RELEASE nor the execution of this RELEASE shall be deemed or construed to be an admission of liability or fault of any kind.
- The parties will attend binding mediation on any disputed personal property with Chuck Amital or Jason Kaehler, if needed for any items remaining in dispute at Skip's expense. If he is not available, the parties will meet and confer and select a mediator within 15 days of entry of order. If the parties cannot agree, they will each submit 2 names to the APJ for decision. The parties to split to cost of the Parent Coordinator designated herein.
- Martial status termination forthwith and FDDs waived.
- All contact shall be through the parent coordinator until such time as the parties agree otherwise.
- Neither party shall visit the other party's home except as necessary for pickup and dropoff of the children.
- Skip shall not be permitted on the school grounds during Kelly's custodial time. For special events that occur during Kelly's custodial time, the parties shall utilize the Parent Coordinator to determine any exceptions to this provision keeping in mind the best interests of the children. Except that the parties will meet and confer with the Parenting Coordinator relating to Skip's participation and attendees at the children's activities.
- Skip will make every reasonable effort to stay 100 yards away from Kelly, her home, her workplace except as required by the custody and Visitation agreement and as agreed pursuant to work with the Parent Coordinator. The parties understand that there may be unintentional and coincidental interaction in public places if they are living in the same geographic area.
- The property division as set forth as follows:
 - Skip is allocated the following as his sole and separate property without offset:
 - 50% of the community property portion of Kelly's 401K as offset by ½ the value of Skip's community property 401k
 - 100% of the 401K in Skip's name
 - All the credit card debt in his name
 - The parties' community property home in Garden Valley, CA
 - Kelly is allocated the following as her sole and separate property without offset:

Term Sheet

- 50% of the community property portion of Kelly's 401K plus ½ the value of Skip's community property 401k
- 2169 Folsom street, M302, San Francisco, CA 94110
- 2169 Folsom Street, A200, San Francisco, CA, 94110
- gotomedia, Inc., go2investments, gotoresearch, gotomedia LLC, or any entities owned in whole or in part by Kelly Goto on the other hand.
- The parties expressly agree and acknowledge that the terms of this Stipulated Order shall constitute a final judicial determination concerning child custody and visitation as defined by Montenegro v. Diaz (2001) 26 Cal.4th 249. To modify this order, the proponent of modification must show to show that there has been a substantial change of circumstances warranting a change to these Orders pursuant to Montenegro v. Diaz.
- Skip's attorney will prepare an MSA within 30 days.
- Attorneys fees incurred to date and through the final judgment are mutually waived by both parties.
- Each party is responsible for their own taxes.
- The parties will file taxes separately in 2019.
- All watts, Epstein FC 260, post-separation accounting and other other reimbursements and credits are hereby waived.
- This is an enforceable agreement pursuant to California Code of Civil Procedure section 664.6.



Kelly Goto Date
 9/11/19

 9/11/19

Robert Lancaster Date

Approved as to form:




Tulin D. Acikalin 9/11/19


 9/11/19

Dannielle Campbell 9/11/19

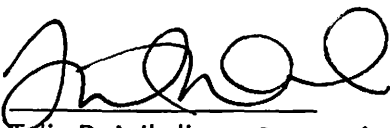
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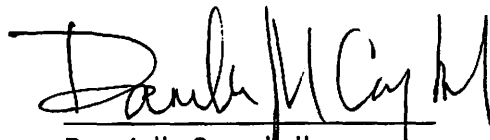
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Robert Lancaster Date

Approved as to form:


Tulin D. Acikalin 9/11/19


Dannielle Campbell 9/11/19

Approved

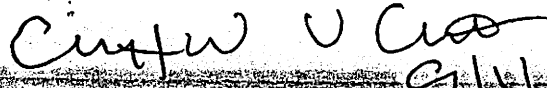

Christopher V. Cio 9/11/19

Exhibit A

RECOMMENDED CUSTODY ORDER

1. [REDACTED] Mother's request to relocate the minor children Kirin (female, DOB: 7/4/07), and Kaori (female, DOB: 6/26/09) to Mercer Island, Washington shall be approved. The rationale for this recommendation is included in the attached comprehensive child custody evaluation report.

2. [REDACTED] the children's best interests to reside primarily (i.e. the "primary home") in Mercer Island, WA under Mother's primary care with a child access plan that allows the children to spend regular and consistent custodial time with Father under a comprehensive child access/parenting plan that will follow below. In all that follows it is assumed that Mother will reside in Mercer Island, WA and Father will reside in San Mateo (or San Francisco) County.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] Mother plans to enroll the children in Bright Water Waldorf School (in Seattle, WA) and the children have gained admission to that school (as verified in a letter from said school dated April 11, 2019) on September 4, 2019. Thus in all that follows below the undersigned will use the "Bright Water Waldorf School 2019-2020 Important Dates" school calendar.

5. Pending [REDACTED] Mother's relocation to Washington, custody and visitation [REDACTED] as provided for in the November 6, 2018 FOAH (August 3, 2018), shall continue to remain in place. Except as provided herein.

[REDACTED]

Or another licensed physician

The just stated expanded visitation requires (that is it shall not be put in place until) that Father obtain a signed letter from Mehran Farid-Moayer, M.D. to include the following information following a new examination of Skip. Dr. Farid-Moayer shall state: the date of the examination, the current diagnosis(es) of Skip, the current prescription medications that Skip is to take and exactly how he is to take them, any other treatment(s) Skip is required to do (e.g. bipap machine) and exactly how he is to do them. And a clear statement of what if any risk Skip's sleep issues and/or diagnoses pose for his driving as regards falling asleep or any other risks. There should be a clear recommendation as to the nature of these safety concerns and how the recommended treatment(s) will ensure that Skip is safe to operate a motor vehicle. There should be a clear recommendation for any follow up appointment and if such a recommendation is made an appointment should be set at that time. The letter should have Dr. Farid-Moayer's original signature on it. The original letter shall be presented to the court and/or Skip's counsel.

In the event Skip does not obtain such a letter from Farid-Moayer the current child access schedule shall remain in effect until the court addresses the matter.

Subject to PC review as stated
in the term sheet

6. Mother shall have sole legal and sole physical custody of the minor children! Mother shall make decisions regarding the children's day to day health (see below for more information on medical care and access), extracurricular activities and education. Mother shall consult with father as she deems appropriate. In the event they are unable to reach agreement then Mother shall make the final decision on all these matters. Mother shall consult father on any non-elective or elective surgery and vaccinations and in the event of disagreement she shall make the final decision and inform him in writing of the decisions.

When the children are in father's care he may make day to day decisions about their care and when they are with him during the summer may enroll them in any camps or other activities of his choice. Any disputes about matters in this paragraph or elsewhere herein shall be resolved with the help of a Dispute Resolution Professional (see Paragraph 22 below). In the event there is no Dispute Resolution Professional Mother shall have final decision making authority. Each parent shall be able to make decisions regarding a child's basic daily needs when the child is in their custody and care.

In the event of a medical emergency each parent shall be able to obtain appropriate medical care and shall notify the other parent by telephone and text message as soon as possible. The parents shall consult on appropriate care.

7. The following child access schedule follows the "Bright Water Waldorf School 2019-2020 Important Dates." The dates shall be modified as appropriate for the 2020-2021 school year and beyond. This schedule will commence in January 2020 upon Mother's relocation to Seattle.

8. Father shall have custodial time during the School Year as follows (WA = Mercer Island, CA = Montara) follows. First day school: September 4. Last day school: June 5.

*Note below: On Father's weekends in WA he must provide a suitable living space in which the children have their own beds. He will be required to take them to all extracurricular activities and complete all homework.

i) Weekend of September 12 (in future years the second weekend in September) (WA): to commence with pick up from school on Thursday September 12 with drop off to Mother's home on Sunday September 15 at 5:00 p.m.*

ii) Weekend of October 10 (WA): to commence with pick up from school on Thursday October 10 with drop off at school on Monday October 14.*

iii) Thanksgiving (CA, odd years only): Father pick up children in WA on Monday November 25 and attend Parent-Teacher Conferences. Takes children to CA. Mother picks up children at SFO on Sunday December 1 no earlier than 4:00 p.m.*

iv) November weekend visit (WA, even years only): Veteran's Day weekend from the previous Friday when school ends to the following Tuesday when school begins.*

v) December "Winter Break": The school has Break from Friday when school ends (12/20/19) until Monday when school resumes (1/6/20). In 2019 this period is 16 full days (commencing Saturday to two Sundays thereafter). In odd years Mother will have the first half and Father will have the second half. In even years Father will have the first half and Mother will have the second half. Father's time will commence such that for the first half Mother will deliver the children to him at SFO no later than Noon and he will return the children to her (at SFO or a place they agree on) no later than 4:00 p.m. the following Sunday. For the second half Father's time will commence such that Mother will deliver the children to him at SFO no later than Noon on the second Saturday and he will return the children to her (at SFO or a place they agree on) no later than 4:00 p.m. the second following Sunday.

vi) MLK weekend (WA): Optional each year to Father. He must provide written notice of his intent 21 days in advance of MLK Day. To commence with pick up from school on Friday and end with drop off to school on the following Tuesday.*

vii) "Midwinter Break" February: (CA): Every year to Father. Mother delivers to Father with exchange at SFO no later than Noon on Saturday (February 15, 2020) after school ends. Father delivers to Mother on no later than 4:00 p.m. the second following Sunday (February 23, 2020).

viii) Spring Break (CA, odd years): Mother delivers to Father with exchange at SFO no later than Noon on Saturday (April 11, 2020) after school ends. Father delivers to Mother on no later than 4:00 p.m. the second following Sunday.

ix) April weekend visit (WA, even years). To Father for "Optional Spring Parent-Teacher Conferences" from the previous Sunday at Noon until Wednesday with delivery to school.

x) May (WA): optional weekend, always the third weekend in May (not Mother's Day or Memorial Day). From Friday when school ends until Tuesday when school begins.* Father must provide notice of his intent no later than May 1.

9. Father shall have custodial time during the Summer in Montara or to travel as follows.

Note: 2019: last day of school for the 2019-2020 school year is Friday June 5, 2020. Based on the fact that school starts on the Wednesday after Labor Day in 2019 the following assumes that it will resume on September 9, 2020. This creates a total of 13 full weeks of summer vacation leading up to the Friday before Labor Day (September 4, 2020).

Given that the evaluation results will apply to the summer of 2020 the best assumptions are that the children will benefit from blocks of time in California and Washington. The following recommendation provides for the first three weeks (to include Father's Day) with father, followed by three weeks with mother, followed by ~~three weeks with father~~ and then the remainder of the summer (to include Labor Day weekend and preparation for the start of school) with mother.

This division of the summer seems best for the children given their current ages, development, relationships with each parent, and what the children are likely to want to do in the summer. It provides for periods of time for travel with each parent and for attendance at camps or other summer activities. It does not allow for lengthy periods of time without in person contact with the other parent. The undersigned acknowledges that the family's circumstances may change and if so the parents may agree to stipulate to change this schedule or submit the matter to the PC for a different determination.

Thus for 2020 and the same basic division for the summers thereafter Father shall have two blocks of time when the children are in his custody as follows. i) Sunday June 7 until Sunday June 28 and ii) Sunday July 19 until Sunday August 9. All other summer time shall be with Mother.

Mother shall deliver the children to Father at SFO on the appropriate Sundays no later than Noon and Father shall deliver the children to Mother on Sundays no earlier than 4:00 p.m.

There shall be no scheduled visitation with the noncustodial parent during the summer. The parents may agree to provide for such an occurrence.

10. There shall be no "right of first refusal" regarding Mother's ability to assign care of a child in the event she is unable to do so. She is fully responsible for the care of the children on her custodial time. Father shall use his very best judgment in the event he chooses to assign care of the children to any person other than Erin Berkowitz or his parents. It is the intent of this custody order that he spend his custodial time with the children unless they are involved in child-related activities.

11. There is no evidence in this evaluation that the children require regular daily telephone contact with the noncustodial parent. The children and parents are capable of initiating contact with each other. Each parent shall encourage the children to have appropriate contact with the noncustodial parent and shall do their best to facilitate such contact. The parents shall work cooperatively to assist the children in these regards. Each parent shall respect the other's privacy when the children are in their custody and care.

In addition to the above Father shall have a once weekly predetermined phone or audio/video contact with the children. The parents shall agree to this contact after Mother relocates to WA. Mother shall provide Father with two options for a set time to occur on an evening Monday through Thursday between 6:00 p.m. to 8:00 p.m. He must reply in 48 hours and select the time. Once he selects the time it may not change unless the parents agree to do so.

In the event a parent has concerns about contact with the children they shall consult with their Dispute Resolution Professional (see Paragraph 22) to develop a protocol regarding timing of contacts, length of contacts, method of contact and anything else required to make this process as easy as possible for the children.

12. The parents shall be required to read the short educational booklet "Co-Parenting Communication Guide." They shall do so immediately on receiving it and continue to review it as necessary. The undersigned will e-mail this booklet to their counsel when the evaluation report is released and counsel is requested to provide it to the parents.

13. The parents shall be required to use either the online parenting assistant Our Family Wizard, Google Calendar, or another similar system they agree to, to assist with their co-parenting communication and to promote awareness and communication about the scheduling of the entirety of the children's activities (including but not limited to medical, psychotherapy therapy appointments, school closure days, holidays, the custody schedule in Paragraphs 8 and 9, the summer schedule, extracurricular activities).

14. Mother shall be required to send father, for the first four months of the time when the children commence residing in Washington a weekly summary of how the children are doing in the following areas: education, health, mental health, social, extracurricular, travel and any other notable events. This should be in the form of bullet points for each child. After four full months she shall do this once every other week and continue for the first full year. She shall establish a day (e.g. every Sunday evening and then do it at that time each week). There shall be no excuse for a lack of timeliness in providing such updates. In the event of any problems with this provision it shall be under the authorities of the Parenting Coordinator.

15. During the summer of 2020 each parent shall provide the same information as Mother is required to do in Paragraph 14 during their summer weeks on a weekly basis (to occur on Sunday evening no later than 11:00 p.m.). This provision may end in the summer of 2021 unless the parents agree to continue it.

16. The children shall attend school at Bright Water Waldorf School in WA. As regards the children's schooling mother's legal custody rights extend to school selection. Father shall not change or modify the school in any way. Father shall have full access to school as follows herein. Mother shall provide the school with all of Father's contact information. Mother shall provide information Father with copies of all registration forms and similar materials. Each parent shall have full access to the children's school, the teachers, and shall follow the school's attendance policies. Each parent is responsible to directly receive a child's report card and other notices directly from the school. If the school will not send Father report cards and notices then Mother shall be responsible to do so (by e-mail within 48 hours of receipt). Mother shall be responsible to ensure that Father receives notice of any school events for which it is reasonable to expect he may not have had advance notice. Each parent is fully responsible to assist the children with the homework that is to be completed on their custodial time. Each parent may arrange their own parent-teacher conferences.

Mother shall be responsible for filling out each child's school enrollment forms every year. Within 48 hours that she receives the forms she shall send Father a copy by e-mail so he may fill out his part of it. He shall return this to her by e-mail within 48 hours (if he does not she may fill in the information as she sees fit). She will then copy this information onto the form and she will submit

the forms to the school. On the same day she turns the final copy in to the school he shall provide a copy of it to Father.

17. Mother shall direct the children's medical/health care. Mother shall select the children's new health care providers and provide Father with all information pertaining to those providers. Father shall continue with the same local California physician that the children currently see in the event a child has an illness or emergency. [REDACTED]

Mother shall be responsible for scheduling the children's regularly scheduled annual medical well child check ups. Mother shall within 24 hours provide Father with a full written description of the results of these appointments.

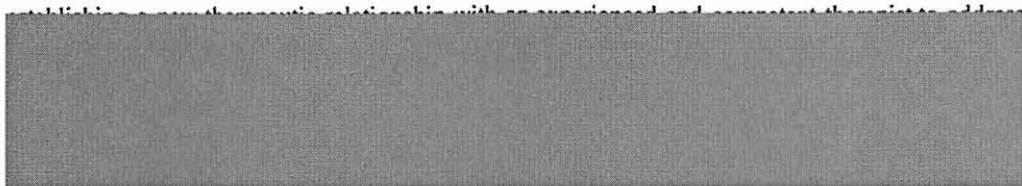
In the event of an severe illness or injury that occurs on a parent's custodial time they may schedule a doctor's appointment as soon as they are able and they are required to notify the other parent immediately by phone and e-mail to appraise them of the situation and offer them to attend the doctor's appointment. The custodial parent shall provide a e-mail report to the noncustodial parent stating the nature of the illness and any intervention by the doctor or other medical professional. In the event of an emergency each parent shall be able to obtain immediate care for a child and shall notify the other parent as soon as possible of the emergency and all relevant details.

In the event the parents disagree about medical care or pediatrician selection or dental appointments they shall consult with their Dispute Resolution Professional (see Paragraph 22 below) to assist them in making an appropriate determination.

18. The attached report the undersigned indicates that the children must continue in individual psychotherapy in WA on a weekly basis. This counseling/therapy is a protective measure to ensure the children make a positive transition to the move to WA. This professional(s) would work with the children to help them adjust to their new lives and to provide necessary support over the upcoming transition phase. The therapist must have a minimum of ten years experience treating children from families of divorce. The children should continue for a period of six months unless the therapist indicates otherwise. Kelly will choose the therapist(s) but be required to provide Skip with all contact information and encourage the therapist to contact Skip to have an informational interview with him. The parties shall share the cost of this therapy 50/50. [REDACTED]

[REDACTED]

[REDACTED]



21. Skip shall be required to obtain a full medical evaluation by two physicians to provide full and complete assessment of his physical health. The assessment should include both his overall physical health and his sleep problems. The physicians should be an internist and a doctor who specializes in sleep medicine. The physicians shall be provided a copy of Dr. Abramson's complete file and Dr. Farid-Moayer's complete file. Each physician shall provide a full report and address Skip's overall health and any specific problems he suffers from (to include all diagnoses) and any tests or treatments he requires. A definitive statement should be made about his sleep conditions as outlined above in Recommendation 5. Skip may select the doctors to complete these assessments and he should begin to plan for this now as the assessments must be completed within 60 days after the court orders or the parents stipulate to them. Original signed copies of these assessments shall be sent to the court and/or Kelly's counsel. In the event a PC has been appointed the PC shall also receive the reports and a part of the PC's mandate shall be to follow Skip's progress with his physical health as it relates to his ability to be an effective parent.

22. Dispute Resolution. In most long distance custody plans the parents require some professional help to implement the custody orders which are complex and detailed. Further given the difficulties in their recent co-parenting and the enmity that has existed and will exist regardless of how they resolve this matter they will receive great benefit from the appointment of a Parenting Coordinator (PC) to oversee the implementation of this recommended custody plan and the resultant custody orders. The undersigned understands that the parents cannot be required to appoint a PC as a PC will have authority to make final decisions about matters that the parents may give the PC the authority to oversee. Each parent endorsed the concept of a PC.

The PC would work with them telephonically to oversee the implementation of the plan and help them resolve any issues that come up doing so. The PC would have a copy of the final custody orders and to start meet with them every other week by taking agenda items and discussing all matters related to the implementation of the schedule (recommended and future visitation dates and any problems that may arise) and all the other requirements herein (e.g. the girls and parents' therapy, Skip's medical assessments). Also the PC would monitor the calendar (whichever device they use) and make sure the family is on track in all regards. The PC can memorialize agreements and in the event of a significant disagreement will make decisions within the purview of their authority.

The undersigned understands that if the parents so agree they will dictate the circumscribed authority that will be conferred on the PC. The key to this appointment is that the PC will be able to first address any issue or problem raised by attempting to resolve it with the parents' cooperation in a collaborative and mediative fashion. The PC should be located in San Mateo or San Francisco county and be willing to work telephonically with the parents.

The PC would assist the parents to communicate and make decisions in the event the parents are unable to agree about the following topics: i) interpretation and implementation of the new custody plan (see paragraphs 8 and 9 above), ii) it is suggested that toward the start of every summer the

PC meet with the parents to review the "Bright Water Waldorf School" yearly "Important Dates" school calendar, and provide for all visitation for the upcoming school year and summer, iii) issues that may occur related to the children's and parents' psychotherapy, iv) telephone/video contact for the non custodial parent and the children, v) supervision of the parents' communication with each other by e-mail and telephone (and the use of the calendar), vi) matters of the children's health and how Kelly provides Skip with information about medical/dental appointments and medical treatment, vii) any school related matters, viii) interpretation of or possible changes to the holidays that are addressed or not addressed herein.

~~The PC shall receive a copy of this custody evaluation report and the final custody orders.~~ The PC's work shall not be confidential. The parents shall execute a formal stipulation outlining the PC's duties/authorities and any other appropriate criteria for the role. Neither parent shall unilaterally terminate the PC.

23. There shall be no special consideration for the parents' or children's birthdays. The parents may jointly agree to provide for these days on their own and may have their own celebration on their own time.

24. Each parent shall be free to travel in the United States with the children as they see fit, except as otherwise provided for herein, on their custodial time. Skip may not travel out of the country without written permission from Kelly or the court.

When Skip travels from his home with the children for two or more overnights he is required to provide Kelly with a written itinerary (by e-mail, to include dates of travel, location of travel and mode of travel (if by airplane then airplane flight numbers and times of departure/arrival)) of his plans at least seven days in advance. If he makes plans to travel with less than seven days notice he must provide their plans as soon as he makes the plans. Travel is defined as traveling more than 250 miles from their home. He shall also provide an emergency contact phone number (if he will not have access to his phone number as stated in Paragraph 26 below).

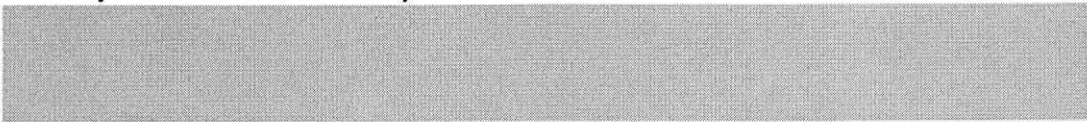
25. The parents shall each designate a single e-mail address that they will use to communicate about the day to day and long term needs of their children. They will check this e-mail once each day and respond to any e-mails within 24 hours. They should limit their e-mails to one a day. If a matter is urgent and requires less than 24 hours response time they may telephone the other parent at a specific phone number that each parent has designated for such communications (see paragraph 26 below). They shall not use text messaging to communicate with each other. Absent an emergency text is considered the least effective method to communicate about any important needs and requirements of the children. They must first agree in writing to use text messaging to communicate with each other.

26. The parents shall keep each other informed of their home address, home phone number (if one exists), and cellular phone number. Each parent shall designate a single phone number to be reached at in the event a child or the parent desires to contact that parent or if an emergency occurs. This is also their emergency contact phone number. They shall notify the other parent within 24 hours if any of this information changes. They shall not abuse this information.

27. Each parent shall always use good judgment in considering the safety and well being of the children. Each parent shall ensure that the children always engage in safe and age-appropriate activities with appropriate supervision. Each parent shall ensure that their home is appropriate and safe for their children.

28. The parents (or their family or significant others) shall take good care to never disparage or speak negatively about the other parent when the children are present. The parents (or their family or significant others) shall not interrogate a child about any aspect of the custodial time a child spends with the other parent. The parents (or their family or significant others) shall not interrogate a child about any aspect of the nature of a child's relationship with the other parent or family members. Neither parent nor their spouse/significant other nor their family members shall disparage or speak negatively about any spouse/significant other or family member of a parent in the presence of a child. In the event that a parent allowed a spouse/significant other or family member to do so that could be sufficient for a review of the current custody plan.

29. All other custody orders heretofore filed are considered null and void. This shall be the only custody order in effect for this family.



31. Neither parent shall discuss these recommended orders with the children until there is an agreement by the parents or a court order as to when and how the children shall be so informed.

