# Superior Court of Washington

**County of Snohomish**

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| **In re:**  JOHN D. SMITH  **Petitioner,**  **and**  JANE D. SMITH  **Respondent.** | **No.** 55-5-55555-5  **PETITIONER/FATHER’S MEMORANDUM OF LAW RE LONG DISTANCE EXPENSES** |

**I. MEMORANDUM OF LAW**

1. **Petitioner’s Travel-Related Costs Should Be Apportioned**. Case law suggests a parent’s travel expenses should be apportioned as transportation costs to the extent they are a less expensive alternative to the child traveling with a companion to visit the parent. In re Paternity of Hewitt, 98 Wash. App. 85, 89 (1999). Division I of Washington’s Court of Appeals expressed the above-stated rules of apportionment in the following words:

We have held that a trial court *must* apportion travel costs between the parents . . . where the child traveled back and forth between the parents. We are now asked to decide where, as here, the *parent* must travel back and forth to visit the child because the child is too young to travel.

We hold the general rule requiring apportionment of the long-distance travel expenses applies in this case. Daniel is too young to travel alone. Thus, in order for Negrie to visit with his son, either he must travel to Boston, or Daniel must travel to Washington with a companion. If Daniel travels with a companion, under RCW 26.19.080(3), the costs of both the child and the companion will be apportioned. Moreover, the costs would likely be higher than if Negrie traveled to Boston to carry out the visitation. Thus, we see no basis for distinguishing the present situation from one in which the child travels to visit the parents.

Id. (citations omitted).

2. **The Court Should Not Disregard the Word “Intentional” When Interpretting Section 7 of the Parties’ Agreed Child Support Order**. “An interpretation of a contract that gives effect to all provisions is favored over an interpretation that renders a provision ineffective, and a court should not disregard language that the parties have used.” Snohomish County Pub. Transp. Benefit Area Corp. v. FirstGroup Am., Inc., 173 Wn.2d 829, 840 (2012) (holding trial court erred by rendering contract clause meaningless).

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Dated:

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