

Respondent's Packet



Child Custody

Contents:

- 1) Defendant/Respondent's Civil Guide
- 2) Address Authorization for Service
- 3) Answer to Child Custody Petition
- 4) Proposed Parenting Plan
- 5) Proof of Service

DEFENDANT/RESPONDENT'S CIVIL GUIDE

This guide is for informational purposes only and the accuracy of this information is not guaranteed. This information is not legal advice and is not a substitute for legal advice. Court Clerks cannot give you legal advice.

A civil case begins when the plaintiff/petitioner files a complaint/petition against a defendant/respondent with the Court. The complaint/petition is a statement of the “events complained of or the right sought to be declared or enforced and a statement of what relief is sought.” PTC 4.08.080.

1. What happens when I am named as a defendant/respondent in a complaint/petition?

If you are named as a defendant/respondent, a lawsuit has been filed against you and you must respond to that lawsuit; otherwise, the plaintiff/petitioner might get what he or she asked for in the complaint/petition. It is important to thoroughly read the complaint/petition to understand why a complaint/petition has been filed.

2. How do I respond to the complaint/petition?

Puyallup Tribal law requires a defendant/respondent in a civil matter to file a written answer to the complaint/petition that has been filed. PTC 4.08.120. An answer form is provided in this packet as a courtesy. You are not required to use this form, but you must complete a Statement of Address form, which is also included in this packet.

3. How do I file my answer?

To file your answer with the court, give your written answer and any supplemental documents to the Court Clerk during business hours (M-F 8 a.m. - 5 p.m., closed for holidays). The Clerk's office is located inside the Puyallup Tribal Court facility, at 1451 East 31st St. Tacoma, WA 98404.

Submit to the Court Clerk:

- Completed & signed answer
- Any supplemental documents
- Statement of Address
- Request for Service, if you would like the Court Clerk to serve your answer.

If, for genuine safety reasons, you are requesting your address to be confidential, then you must make this request to the Court while also providing your mailing address to the Court for service purposes. It is recommended that you file a Statement of Address form with this request and also leave your address blank on the answer to assist in ensuring that your address remains confidential.

4. How long do I have to file my answer?

You have twenty (20) days from the time you were served with the summons, notice of hearing, and a copy of the complaint/petition to file your answer.

5. What happens after I file my answer?

You must serve (give a copy of your answer to) the plaintiff/petitioner. You cannot serve the plaintiff/petitioner yourself. But, you can have anyone over the age of 18, who is not a party to the case, serve the defendant/respondent. *Whoever serves the plaintiff/petitioner must file proof of service with the court.*

You can also request the Court Clerk to serve the plaintiff/petitioner by filling out a Request for Service form, which is included in this packet. The Court Clerk can only serve the plaintiff/petitioner if you provide a good address for them. To avoid delays be sure to provide an accurate address.

6. What happens at the initial hearing?

You must show up at the hearing. The judge will hear from the parties and based on the circumstances will make a decision on how to proceed.

7. What happens after the hearing?

What happens after the hearing depends on what the judge orders. Therefore, it is important to read any order issued by the judge and understand its contents because it will outline the next step in the process.

**IN THE COURTS OF THE PUYALLUP TRIBE OF INDIANS
FOR THE PUYALLUP INDIAN RESERVATION
TACOMA, WASHINGTON**

In re:

_____ *Full Name(s) of minor child(ren) or vulnerable Tribal adult*

_____ *DOB(s) of minor child(ren) or vulnerable Tribal adult*

=====

_____,
_____,
Plaintiff(s)/Petitioner(s),

v.

_____,
_____,
Defendant(s)/Respondent(s).

Case No. _____

**ADDRESS AUTHORIZATION FOR
SERVICE BY:**

FIRST CLASS MAIL

EMAIL

OTHER: _____

YOU MUST COMPLETE THIS FORM IF YOU ARE A PARTY TO THIS CASE

My name is _____, and I am a party to this case.

I authorize to accept service by all parties and the court of all future pleadings, papers, and court orders for this case to the following address:

FIRST CLASS MAIL:

EMAIL: _____

OTHER: _____

(Optional) I also authorize to accept legal papers at the following:

Case No. _____

Address Authorization for Service

Page 1 of 2

I understand that it is my responsibility to inform this Court and the other party if my address changes while this case remains open. I must also provide the other party with a copy of a Notice of Address Change and file this with this Court.

Party Signature

Date

/s/

Print Name – Party Electronic Signature

Attorney/Advocate Bar No. (if applicable)

Co-Party Signature (if any)

Date

/s/

Print Name – Party Electronic Signature

Attorney/Advocate Bar No. (if applicable)

**IN THE COURT OF THE PUYALLUP TRIBE OF INDIANS
FOR THE PUYALLUP INDIAN RESERVATION
TACOMA, WASHINGTON**

In re:

_____,

_____,
Plaintiff(s)/Petitioner(s),

v.

_____,
Defendant(s)/Respondent(s).

Case No.

**ANSWER TO
CIVIL COMPLAINT/PETITION**

COMES NOW, _____, Defendant/Respondent, to admit and/or deny, set forth any legal defenses, and request the following:

1. I have received a copy of the civil complaint/petition, summons, and notice of hearing for this matter.
2. I also received the following documents: _____

3. I have read the civil complaint/petition, summons, notice of hearing and any other documents I received or had someone read them to me.
4. I admit to the statements made in the civil complaint/petition because: *(Please point out all parts of the petition you agree with and explain why you agree with them.)*

-
5. I deny the statements made in the civil complaint/petition in whole or in part because: *(Please point out all parts of the petition you do not agree with and explain why you do not agree with them.)*

6. I believe the following facts are in dispute. *(Clearly and briefly state the events that occurred and/or facts supporting your claim. Please include dates and locations these events occurred.)*

7. I assert the following legal defenses:

8. I am requesting the following action from the Court: *(Clearly and briefly state what you are seeking from the Court.)*

9. I have supplemental documents to support my claim(s). I have attached the following documents: _____

I certify, under penalty of perjury under the laws of the Puyallup Tribe of Indians, that the foregoing statement and any attachments are true and correct to the best of my knowledge and belief. Puyallup Tribal Code § 5.12.1180.

Party Signature

Date

/s/

Print Name – Party Electronic Signature

Attorney/Advocate Bar No. (if applicable)

Co-Party Signature (if any)

Date

/s/

Print Name – Party Electronic Signature

Attorney/Advocate Bar No. (if applicable)

**IN THE COURT OF THE PUYALLUP TRIBE OF INDIANS
FOR THE PUYALLUP INDIAN RESERVATION
TACOMA, WASHINGTON**

In re custody of:

Name: _____

DOB: _____

Name: _____

DOB: _____

Name: _____

DOB: _____

Name: _____

DOB: _____

Minor child(ren)

=====

_____,
Petitioner(s),

v.

_____,
Respondent(s).

Case No.

PARENTING PLAN

SUBMITTED BY: (check one)

Petitioner

Respondent

ORDER OF THE COURT

I. PARENTS

Petitioner is Mother Father

Respondent is Mother Father

II. CHILDREN

Names _____	DOB _____
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_____	_____
-------	-------

_____	_____
-------	-------

_____	_____
-------	-------

Children are enrolled in the Puyallup Tribe of Indians

Children are enrolled in another federally recognized Indian tribe:

III. RESTRICTIONS (Check One)

A. There are no special restrictions on either parents' rights and responsibilities with regard to the child(ren) (*skip to Part III if this box is checked*).

B. There are special restrictions established by Court order because of:

1. Child Abuse

2. Domestic violence

Case No. _____

Parenting Plan (1.2019)

3. Mental or physical illness
4. Child abandonment or neglect
5. Abuse use of conflict with spouse which may be harmful to child(ren)
6. Alcohol or drug abuse
7. Kidnapping or denial of access to the child(ren) without good cause
8. Other (describe below) _____

9. Because of such restrictions Father's Mother's time with the child(ren) shall be restricted as follows:
- Supervised by court-appointed monitor /designated person: _____
 - Restricted in location of visits: _____
 - No overnight visits Transport restrictions: _____
 - Other: _____

I. DECISION MAKING

Joint legal custody means the following decisions must be made by both parents: Changes to the minor's legal name, where the minors attend school, permission to attend events where parental permission is required, doctors, dentists, orthodontists and other health specialists, out-of-state and out-of-country travel, and extracurricular activities impacting both parents' time with the children.

Sole legal custody means the parent with legal custody may decide: Changes to the minor's legal name, where the minors attend school, permission to attend events where parental permission is required, doctors, dentists, orthodontists and other health specialists, out-of-state and out-of-country travel, and extracurricular activities.

To avoid having problems and ending up back in court, both parents should communicate with each other and cooperate in making other decisions together.

- Mother and Father have joint legal custody of the minor children.
- Sole legal custody is with Mother Father.

Special provisions for decision making, if any: _____

II. RESIDENTIAL PARENT AND CUSTODIAN

Physical custody determines where the child will live. Joint or shared physical custody means the child will live with each parent according to a residence schedule. Sole physical custody means the minor child will live with one parent and the other parent has no parenting time allocated. Primary physical custody means the minor child will live with one parent and the other parent has parenting time allocated.

- Mother and Father shall have joint physical custody of the minor children.

Sole or Primary physical custody shall be with Mother Father.

This parent is the residential parent and custodian for the purposes of all applicable state and federal laws. This designation shall not affect either parent's rights or responsibilities under the plan.

III. RESIDENTIAL SCHEDULE

The following schedule provides where the child(ren) will live and what contact they will have with each parent. The parents can, by agreement, change the following dates and times, but any agreements should be signed, dated, and in writing.

- A. Pre-School Age: Prior to age five, the child(ren) will live with Father Mother, and the time spent with the other parent will be as follows:

<u>Age</u>	<u>Time With:</u>
0-6 months	<input type="checkbox"/> Mother <input type="checkbox"/> Father
6 months-1 year	<input type="checkbox"/> Mother <input type="checkbox"/> Father
1 year-3 years	<input type="checkbox"/> Mother <input type="checkbox"/> Father
3 years-5 years	<input type="checkbox"/> Mother <input type="checkbox"/> Father

After the child(ren) reach(es) age 5, paragraphs C, D, E, and F below will provide where the child(ren) will live and what contact he/she/they will have with each parent.

- B. School Year Schedule: The school year begins one week before the beginning of the child(ren)'s school year and ends at the end of the school year. If the child(ren) is/are not in school the schedule runs from September 1st through May 31st.

The child(ren) will spend school weekdays with Father Mother, except the following school weekday nights, if any, shall be spent with the other parent:

Weekday night _____ from _____ a.m./p.m. to _____ a.m./p.m. as follows:

- 1st weekend of each month with: Mother Father
- 2nd weekend of each month with: Mother Father
- 3rd weekend of each month with: Mother Father
- 4th weekend of each month with: Mother Father
- 5th weekend of each month with: Mother Father

- C. Summer Schedule: The summer schedule begins the Saturday following the end of the child(ren)'s school year and ends one week before the beginning of the next school year. If the child(ren) is/are not in school, the schedule runs from June 1st through August 31st.

The child(ren) will spend the summer with Mother Father, except the following times shall be spent with the other parent: _____

- D. Special Days and Holidays: The child(ren) will spend special days and holidays with each parent as follows: Where "alternating" is selected, the parent with custody will be indicated or the system to determine custody will be indicated.

	<u>Mother</u>	<u>Father</u>	<u>Alternating</u>	<u>Other (write name):</u>
Martin Luther King, Jr. Day	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> _____
Chief's/Presidents' Day	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> _____
Memorial Day	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> _____
4 th of July	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> _____
Labor Day	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> _____
Fishing Wars Recognition Day (9/8)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> _____
Chief Leschi Day (second Monday in October)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> _____
Veteran's Day	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> _____
Thanksgiving	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> _____
Christmas Eve	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> _____
Christmas Day	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> _____
Mother's Day	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> _____
Father's Day	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> _____
Birthdays	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> _____

Other days or special arrangements: _____

E. Spring Vacation: Spring vacation begins the first day of the Spring vacation from school and ends the Sunday before the return to school.

The child(ren) will spend Spring vacation with Father Mother Alternating, except the following times shall be spent with the other parent: _____

F. Winter Vacation: Winter vacation begins the first day of the Winter vacation from school and ends the Sunday before the return to school.

The child(ren) will spend winter vacation with Father Mother Alternating, except the following times shall be spent with the other parent: _____

G. Transportation: of child(ren) between parents will be provided by:

Father Mother, except that the other parent shall provide the following transportation:

IV. DISPUTE RESOLUTION

A. When the mutual decision-making is designated, but cannot be achieved, or when there is conflict regarding residential arrangements, the parents shall make a good faith effort to resolve the dispute through the following dispute resolution process:

Counseling Mediation Court Other (specify): _____

B. When disputes arise, preference shall be given to carrying out the existing parenting plan unless the contesting parent establishes bad faith, fraud, duress or coercion on the part of the other parent.

V. CHILD SUPPORT: Child support should be set at \$0.00 per month because no request for child support is being made other: _____

Child support should be established. The party requesting child support will contact the Puyallup Tribe Child Support Program to initiate a child support action pursuant to PTC 7.24, the Parental Responsibility Act.

A. Health Care: The cost of the uninsured health care shall be paid by: Father Mother, except that [%] of the cost shall be paid by the other parent.

B. Day Care: The current monthly day care expenses of the child(ren) are \$. The cost of the day care shall be paid by Father Mother, except that [%] of the cost shall be paid by the other parent.

C. Other Costs: Father Mother shall pay \$ per month for the following other costs or special needs: _____

D. Health Insurance: Both parents shall be ordered to maintain any health insurance on the minor child(ren) which is available through a present or future employer or other organization; provided that the employer or other organization pays part or all of the premiums. If the child receives services from the Indian Health Service or its contracting entity, then this requirement is waived.

E. Tax Exemptions: Father Mother shall have the right to claim the child(ren) as exemption(s) for federal income tax purposes. Provided, however, that the parent required to pay support may claim exemption(s) for federal income tax purposes only if he/she is current in the payment of support; provided further, that the parent receiving child support shall annually sign the necessary consent forms to permit the parent required to pay support to claim the child(ren) as exemption(s) for federal income tax purposes.

VI. OTHER TERMS AND CONDITIONS

These additional terms and conditions shall apply to the extent they do not conflict with any special restrictions or conditions set forth above or by Court order.

A. Except in the event of illness, injury, or other form of emergency, neither parent will deny the minor child access to the other parent during their scheduled period as a form of punishment or acceptance of a child's preference to cancel. Neither parent will schedule activities which conflict with the other parent's time with the children without that parent's permission.

- B. The custodial parent will transfer the children in a neat, clean manner and properly fed (unless requested otherwise).
- C. Each parent shall be accorded equal access to all medical and educational records, documents, images, and formats; and shall provide written authorization of full access to the other parent, as may be required by the person, agency or institution maintaining any counseling, treatment, or other such records and files. Information concerning minor medical or emergency medical procedures will be shared as soon as possible with the other parent.
- D. Both parents may attend any school, religious, or community activity in which the children participate regardless of which parent has overall responsibility for the supervision, payment, transportation, etc. of such activity. Either parent may enter the children into additional activities considered safe and age appropriate, which occur exclusively during that parent's scheduled period of access, and do not involve the other parent's time or money. Neither parent however, may enroll the children into any activity which involves the other parent's participation or resources without first obtaining the other parent's written consent.
- E. Use of Alcohol/Illegal Substances Prohibited. The parent exercising custody of the children shall not possess any illegal drugs (or drugs that are illegal without a prescription) or contraband, and shall not consume in excess any alcohol, drugs or medications which could cause an adverse or impaired effect, or any combination of alcohol, drugs and/or medications which could result in an adverse or impaired effect. This prohibition also applies to household members, family members, or associates in the child's presence while in the home. The minors shall not be exposed to second hand smoke while in the parent's residence or vehicles.
- F. Communication. Parents shall maintain respectful communications with each other and shall avoid disparaging the other parent and their families to the children. Parents shall communicate directly with each other on matters concerning the child and may not use the child or significant others as a messenger between them. Parents shall not communicate about the child in the child's presence.
- (1) All parties are prohibited from making extrajudicial statements or otherwise discussing the issues in this matter with the minor in any oral or written manner (including electronic communications and social media). Extrajudicial statements are oral or written statements made outside of court proceedings and are generally subject to hearsay rules and objections if the party making the statement knows or reasonably should know that it will have a substantial likelihood of materially prejudicing the proceedings.
 - (2) This order prohibits the parties' discussion of issues in this matter in any social media or other electronic or digital forum or format.
 - (3) Petitioner and Respondent are further prohibited from discussing the issues in this matter with third parties if (1) they are not a party to this case; and (2) they do not provide a legal, educational, medical, dental, spiritual, or other service that creates a confidential service provider-client relationship.
 - (4) This order shall not be construed to prohibit contact between the parties and their respective advocates or counselors, nor is it intended to prohibit discussion between the parties that

would be protected by applicable provider-client confidentiality (such as doctor-patient confidentiality).

- (5) This order shall not be construed to prohibit discussion between the parties and a government agency performing an inquiry or investigation.
- G. Vacations/Out of State Travel. The parents shall provide each other with travel plans (dates and times, carriers, hotels, and phone numbers) as soon as they become known to the traveling parent. The traveling parent shall telephone or will have the child(ren) phone the other parent the day of arrival, as well as other times throughout the vacation. Parents shall also exchange email addresses and allow email exchanges with the children.
- H. Permissions. Parents shall not unreasonably withhold permission for a child's activity, including international travel, completing required documentation for travel, summer camp, medical attention, or other activities.
- I. Babysitter. Before a babysitter or other childcare provider is called to provide care for a child, the parent seeking such care shall immediately advise the other parent by phone, email, text or other appropriate means and give that parent the opportunity to provide such care unless restrictions on that parent's visitation or interaction with the child exist.
- J. Grandparent Visitation. Neither parent shall unreasonably deny the children's access to maternal and paternal grandparents and other close family; provided, such grandparent or family member does not have a history of violence or child abuse or neglect and agrees to abide by all conditions set forth herein. Time with grandparents or close family members shall not take place in a manner that deprives the parent exercising custody of time with the children over such parent's objections. Visitation with maternal grandparents and maternal relatives is at Mother's discretion, and visitation with paternal grandparents and paternal relatives is at Father's discretion.
- K. Per Capita Payments. The Puyallup Tribe strictly governs the distribution and management of Per Capita payments. The parents agree to manage the child's per capita payments in accordance with Puyallup Tribal Law.
- L. Relocation. If one parent plans to move at least 25 miles away, that parent must give at least 60 days written notice of the intended move to every person entitled to court-ordered residential time or visitation with the child. If the moving parent has less than 60 days to relocate (such as a military reassignment), such parent must give notice no more than five (5) days after the parent finds out about the move. The non-moving party must file an objection with this Court within 30 days of receiving such notice.
- M. Catastrophic Events. In the event of the death of a parent, the surviving parent shall immediately assume responsibility of sole custody for the child(ren) identified herein. In the event of serious, extended, or debilitating illness or injury of one parent, the other parent shall assume temporary primary care until such time such afflicted parent shall sufficiently recover to resume the responsibilities of providing adequate shared parenting.
- N. Updated Contact Information. The parties shall notify the Court *and all parties* of any change in contact information via written notice.

VII. COMPLIANCE WITH THIS PLAN

If a parent fails to comply with a provision of this plan, the other parent’s obligations under the plan are not affected. **FAILURE TO COMPLY MAY RESULT IN BEING HELD IN CONTEMPT OF COURT OR OTHER APPROPRIATE ACTION.** Neither parent may withhold visitation as a means of enforcing the terms of this Parenting Plan.

VIII. MODIFICATION

Unless an emergency exists, neither party may petition to modify this parenting plan less than 180 days from the date of its entry. Agreed changes may be made at any time and must be filed with the Court to be valid and enforceable.

If the parents cannot agree on a change, they may pursue the dispute resolution process set forth in this parenting plan.

The court will not modify a prior custody decree or a parenting plan unless it finds, upon the basis of facts that have arisen since the prior decree or plan or that were unknown to the court at the time of the prior decree or plan, that a substantial change has occurred in the circumstances of the child or the nonmoving party and that the modification is in the best interest of the child and is necessary to serve the best interests of the child.

IX. NOTICE

Any notice required or permitted in this parenting plan shall be in writing and shall be deemed given if delivered in person or if mailed, to the addresses provided by the parents in this parenting plan; provided, such notices may be delivered using electronic means when the parent being noticed waives, in writing, the formal notice required herein.

X. VALIDITY OF PLAN

Any provision of this parenting plan deemed invalid or unenforceable shall be deemed to be deleted with all remaining provisions remaining in full force and effect.

XI. SIGNATURES

By signing below, the parties acknowledge that they have reviewed and understand this parenting plan and have had the opportunity to ask the Court questions about the parenting plan.

Father Signature

Mother Signature

/s/

Father Print Name - Electronic Signature

/s/

Mother Print Name - Electronic Signature

Date

Date

PLEASE TAKE NOTICE: THIS PARENTING PLAN IS NOT VALID UNTIL APPROVED BY A PUYALLUP TRIBAL JUDGE .

**IN THE COURTS OF THE PUYALLUP TRIBE OF INDIANS
FOR THE PUYALLUP INDIAN RESERVATION
TACOMA, WASHINGTON**

In re:

DOB(s): _____

Case No. _____

PROOF OF SERVICE

Plaintiff(s)/Petitioner(s),

v.

Defendant(s)/Respondent(s).

1. I, _____, certify that I am 18 years of age or older.
Name
2. I am not a party to this case a party to this case. (*Summons, notice of hearing, and petitions must be served by someone who is not a party to the case.*)
3. I served Plaintiff(s)/Petitioner(s), Defendant(s)/Respondent(s), Other: _____
a true copy of the following document(s): Petition Notice of Hearing Summons
 Motion Other: _____.
4. I served said document(s) by:
 personally delivering to _____ on _____
Name *Date*
at _____, at _____.
Street Address, City, State, Zip Code *Time*
 mailing to _____,
Street Address or P.O. Box, City, State, Zip Code
via first class mail certified mail, return receipt requested other: _____.
 emailing to _____.
Email Address

I certify, under penalty of perjury under the laws of the Puyallup Tribe of Indians, that the foregoing statement and any attachments are true and correct to the best of my knowledge and belief. Puyallup Tribal Code § 5.12.1180.

Date: _____

Signature: _____

Printed Name: /s/ _____

(Party Electronic Signature)

Attorney/Advocate Bar No. (if applicable): _____