



No. _____
New Westminster Registry

In the Supreme Court of British Columbia

Between:

Plaintiff

And:

Defendant

FINAL CONSENT ORDER

BEFORE A JUDGE OF
THE COURT

TUESDAY THE 15TH DAY
OF JUNE 2010

PURSUANT TO THE ORDERS made by Mr. Justice Josephson on October 22, 2009 and January 8, 2010 at the Judicial Settlement Conferences, wherein the parties settled all matters in dispute between them; AND ON THE APPLICATION of the Plaintiff, without a hearing, and by consent:

AND UPON THE COURT being advised that the name and birth date of each child of the marriage is as follows:

Name	Birth Date
	March
	January

(the "Children").

AND UPON THE PARTIES AGREEING THAT their respective incomes for Child Support Guidelines purposes (the "Guidelines") are as follows:

- a) the Plaintiff, \$300,000 per annum; and,
- b) imputed to the Defendant of \$45,000 per annum.

THIS COURT ORDERS THAT:

Joint Custody & Joint Parenting

1. The Plaintiff, (the "Parties")
shall continue to share joint custody of and jointly parent the Children.

Joint Guardianship

2. For the purpose of sharing joint custody and jointly parenting the Children, the Parties shall continue to share permanent joint guardianship of the Children on the following terms:
- a) the Parties are the joint guardians of the persons and the estates of the Children;
 - b) upon the death of either parent, the surviving parent is the sole guardian of the persons and the estates of the Children;
 - c) each party shall advise the other of any occurrence of a significant nature affecting the Children;
 - d) each party shall discuss with the other any important decisions which need to be made concerning the Children, including significant decisions concerning the health (except emergency decisions), education, religious instruction, extracurricular activities and programs, and general welfare of the Children (the "Major Decisions");
 - e) the Parties each have a joint obligation to try to reach agreement on those Major Decisions;

Plaintiff shall provide input in a direct and non-judgmental manner. The Plaintiff shall contact the physician, dentist, or health care provider directly with any medical questions;

- k) Each party shall contact a child's school, and arrange for an envelope to be kept to provide a second copy of written information which is sent home; and,
- l) Each party is responsible for informing the other, within the time frames of the email system set out above, of events at school or at extra-curricular activities, regardless of the envelope system.

Parenting Coordinator

3. The Parties shall, by written agreement between them, appoint a Parenting Coordinator as set out below.

4. The Parties shall enter into a contractual agreement with Larry Kahn, QC, currently of Kahn Zack Ehrlich Lithwick, Richmond, BC, to act as Parenting Coordinator. If Larry Kahn, QC, is unable, or unwilling, to act as Parenting Coordinator, then R. Craig Neville, currently of Watson Goepel Maledy LLP, Vancouver, BC, shall act as Parenting Coordinator.

5. The duties and responsibilities of the Parenting Coordinator shall be as follows upon request of either party, and always with a view to promoting the best interests of the Children:

- a) to help the parties resolve parenting issues in a way that is intended to minimize parental conflict and in a child-focussed manner;

- b) to help with the implementation, maintenance and monitoring of the duties and responsibilities of the parties as set out in this Order, including the access schedule (the "Parenting Regime");
- c) to help clarify and resolve different interpretations of the Parenting Regime, and the access schedule;
- d) to monitor the Children's adjustment to the Parenting Regime and/or access schedule;
- e) to help facilitate the Children's relationship with each of the parties;
- f) to help the parties communicate more effectively with each other and the Children;
- g) to help with the exchange of information about the Children (for example, their health, welfare, education or religion) and their routines;
- h) to help the parties settle anticipated or actual conflicts in the access schedule;
- i) to make decisions about temporary changes to the access schedule to accommodate holidays, special events and other circumstances for the Children and the parties;
- j) to make decisions that resolve conflicts about the Children's participation in extra-curricular activities and programs;
- k) to make rules that will assist in the movement of the Children between the households of the parties; and,

l) to make rules that resolve conflicts concerning the Children's day-to-day health care and education matters, passports, activities, religious education, and any events that are not otherwise addressed in this judgment or the access schedule.

6. The Parenting Coordinator has the authority to:

a) recommend that the parties or the Children meet with him or her at the times and for the frequencies that he or she directs;

b) recommend that the parties or the Children participate in coaching in order to improve communication between the parties or the Children;

c) recommend that the parties or the Children attend counselling with a counsellor at the times and for the duration that the counsellor may require; and,

d) consult with or obtain information from third parties, including the parties' lawyers, family members, third party caregivers, school personnel, therapists, and health care professionals.

7. When the Parenting Coordinator makes decisions, rules or recommendations pursuant to this Order, he or she shall deliver a written statement to that effect to the parties. This may be done by email. If either party is dissatisfied with that decision, rule or recommendation, then he or she may apply to this Court for Directions concerning a question affecting one or both of the Children, pursuant to s. 32 of the *Family Relations Act*, as previously set out above in this Order.

8. The terms of the appointment of the Parenting Coordinator shall be as follows:
- a) the length of the appointment is for at least two (2) years, and that term may be lengthened by the written agreement of the parties, or by Order of the Court, but it is not to be shortened, except if ordered by this Court;
 - b) the person appointed as Parenting Coordinator may, with leave of the Court, withdraw at any time, having provided the parties in writing with reasonable notice, 30 days if possible, of this intent and the reasons for it;
 - c) the person appointed to act as Parenting Coordinator may be changed at any time to a different person by Order of the Court or by written agreement of the parties;
 - d) if the person appointed as Parenting Coordinator is changed, all of the provisions set out in this Order apply to the newly appointed person; and,
 - e) the length of the appointment of the Parenting Coordinator may be extended beyond the second year by an Order of this Court or by written agreement of both parties, subject to the following conditions:
 - i) each party must have advised the Parenting Coordinator and the other party at least two (2) months before expiry of the Parenting Coordinator's term whether that party wants to renew the Parenting Coordinator's appointment; and,
 - ii) the Parenting Coordinator has the option not to renew the appointment.
9. The fees of the Parenting Coordinator are a special expense within the meaning of s. 7 of the *Guidelines*, and each party shall pay their proportional share of that expense based on their *Guidelines* incomes.

10. In the event that either party returns to Court to litigate issues concerning the Children, none of the work done by the Parenting Coordinator is privileged or confidential, and he or she may be compelled to give evidence by either party or the Court about any matter relating to that appointment.

11. The Parenting Coordinator shall meet with the Parties on a bi-monthly basis, or as requested by the Parties, or by the Parenting Coordinator, regarding any parenting concerns.

12. Any concerns about disciplinary and/or inappropriate parenting behaviour shall be addressed during these meetings, rather than at exchanges or in emails.

13. The Parenting Coordinator shall be provided with a copy of the Custody and Access Report prepared by Dr. [redacted] dated September 25, 2009 ("Dr. [redacted]'s Report"), as well as a copy of all relevant Court Orders.

Care of the Children

14. Commencing Friday, October 23, 2009, the Children shall continue to be in the care of the Plaintiff for one week until 5:00 pm on Friday, then commencing Friday, October 30, 2009, in the care of the Defendant for one week until 5:00 pm, and continuing with that schedule each week thereafter (the "Parenting Week").

15. During each Party's Parenting Week, the Children shall have an overnight visit with the other parent as follows:

- a) Commencing Tuesday, November 3, 2009, the Plaintiff shall have the Children overnight with him on the Tuesday during the Parenting Week that the Defendant has the Children in her care;
- b) Commencing Tuesday, October 27, 2009, the Defendant shall have the Children overnight with her on the Tuesday during the Parenting Week that the Plaintiff has the Children in his care; and,
- c) On the Tuesday when the Plaintiff has the Children in his care, he shall pick-up the Children after school, or from their activities, or from the Defendant's residence, at 5:00 pm as the circumstances may require, and shall return the Children to their school, activities, or the Defendant's home as the circumstances may require, at 9:00 am on Wednesday morning;

On the Tuesday when the Defendant has the Children in her care, she shall pick-up the Children after school, or from their activities, or from the Plaintiff's residence, at 5:00 pm as the circumstances may require, and shall return the Children to their school, or activities, or the Plaintiff's home as the circumstances may require, at 9:00 am on Wednesday morning;

(the "Mid-Week Access Visit").

- d) The Mid-Week Access Visit shall continue until completes Grade One; and,
- e) The Mid-Week Access shall not be used by either party to unilaterally reduce a child's attendance at school, pre-school, kindergarten, after-school care, or agreed upon activities for the Children.

16. The school holidays shall be shared according to the Parenting Week schedule, however, the Parties shall ensure the Parenting Week schedule allows for the Christmas School holiday with each party on alternating years, commencing with 2009.

17. For the purpose of jointly parenting the Children:

- a) the Plaintiff, or his designate, shall deliver the Children to the Defendant's residence at the commencement of her Parenting Week with the Children, and the Defendant, or her designate, shall return the Children to the Plaintiff's home at the end of her Parenting Week; and,
- b) the Defendant, or her designate, shall deliver the Children to the Plaintiff's residence at the commencement of his Parenting Week with the Children, and the Plaintiff, or his designate, shall return the Children to the Defendant's home at the end of his Parenting Week.

18. During either party's Parenting Week:

- a) if the Plaintiff and his common-law spouse, _____, anticipate being away from the Children overnight or a longer period, then he shall offer the Defendant right of first refusal to care for the Children during his and Ms. _____ absence;
- b) if the Defendant anticipates being away from the Children overnight or a longer period, then she shall offer the Plaintiff right of first refusal to care for the Children during her absence;

(collectively the "Right of First Refusal").

- c) if either party anticipates that the Right of First Refusal will be offered, then that party shall offer the Right of First Refusal to the other party a minimum of 48 hours prior to the time that the requesting party will be away; and,
 - d) the other party shall respond to the requesting party within 24 hours of the Right of First Refusal being offered and, in the alternative, the requesting party may make other appropriate arrangements for care of the Children.
19. When the Children are not in a party's care:
- a) the other party shall have telephone access to the Children for no more than 5 minutes each, unless the child requests otherwise, on Thursdays and Sundays between 8 pm to 8:30 pm (the "Telephone Access"); such calls shall be kept light and supportive of the child's relationship with the other parent; and,
 - b) each party shall ensure the Children are available to receive the Telephone Access, and shall not in any way interfere with, limit, or unilaterally terminate the call.
20. a) shall continue to participate in Tai Kwon Do. The Parties shall attempt to find a Tai Kwon Do school/class for which allows a parent to attend Tai Kwon Do during that party's Parenting Week;
- b) The Parties shall select the Children's other activities on a consensual basis. If there is any dispute regarding the Children's activities, it will be resolved by the Parenting Coordinator; and,

- c) Either party may attend the Children's extra curricular activities and events regardless of which party's Parenting Week it occurs on/in.
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21. Neither party shall make any disparaging or critical comments about the other or their partners, to or in the presence of the Children.
22. Neither party shall discuss with the Children, or in their presence, any issues arising from this litigation or their differences with the other party.
23. Neither party shall physically discipline the Children.

Counselling for the Children

24. The Children shall continue to attend counselling with Ms. _____ of _____ Ms. _____ shall be provided with a copy of Dr. _____'s Report, as well as a copy of all relevant Orders.
25. In the event that either party returns to Court to litigate issues concerning the Children, none of the work done by the Children's counsellor is privileged or confidential, and he or she may be compelled to give evidence by either party or the Court about any matter relating to that counselling for the Children.
26. Cost of the counselling shall be shared equally (i.e. 50/50).
27. Each party shall ensure the Children attend counselling sessions as scheduled.

28. Neither party shall cancel counselling sessions for either child, except by written agreement with the other party in advance, or in the case of a medical or other emergency.

29. In the case of a medical or other emergency, the party who has care of the Children during that Parenting Week shall immediately advise the other party.

Counselling for the Parties

30. The Parties shall attend and participate in counselling with _____ of Vancouver, BC, with the objective being to improve their communication skills as it relates to the Children (the "Counselling"). If _____ unable, or unwilling, to act as counsellor for the Parties, then _____ shall act as counsellor for the Parties.

31. Cost of the Counselling shall be shared equally (i.e. 50/50).

32. The counsellor for the Parties shall be provided with a copy of Dr. _____ Report, as well as a copy of all relevant Court Orders.

33. The Defendant shall attend a parenting course recommended by Dr. _____ to acquire more appropriate skills regarding discipline of the Children. Dr. _____ shall be provided with a copy of Dr. _____ Report, as well as a copy of all relevant Court Orders.

34. The Defendant shall discontinue the practice of the Children sleeping with her, and shall consult with professionals for assistance in doing so. The professionals shall be provided with a copy of Dr. _____ Report.

Review of Joint Custody and Joint Parenting

35. The joint custody and joint parenting arrangements shall be reviewed, effective October 1, 2010, through a collaboration of the Children's counsellor, _____ and the Parenting Coordinator.

36. Unless otherwise agreed to by both parties in writing, by November 1, 2010, the Children's counsellor and the Parenting Coordinator shall provide a written report to the Court and the Parties regarding the Review.

37. If, as a result of the Review, there has been a material change in the circumstances since Dr. _____ report, and if a change in the custodial status of the Children is necessary, the school that the Children attend shall not be changed.

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- c) Effective March 1, 2010, and notwithstanding the care arrangements for the Children as set out during their Parenting Week, when [redacted] attends the full time Pre-School at [redacted] Montessori School in Richmond, BC, and when the Plaintiff or his spouse, [redacted] are not otherwise available to pick up [redacted] at 3:00 pm, then the Defendant may pick up [redacted] from her Pre-School at 3:00 pm, and the Plaintiff, or his designate, shall pick up [redacted] from the Defendant's home at 5:00 pm;
- d) In the event that the Plaintiff or his spouse, [redacted], are not available to pick up [redacted] and [redacted] when the Plaintiff shall advise the Defendant by email a minimum of 24 hours in advance; and,
- e) Unless otherwise agreed to by the parties in writing, the arrangements relate to the school year only, and not any school holidays.

42. Each party shall contact the Children's schools, and arrange for an envelope to be kept to provide a second copy of written information which is sent home; and each party is responsible for informing the other, within the time frames of the email system set out in this Order, of events at school or extracurricular activities, regardless of the envelope system.

43. Either party may attend special events at the Children's schools, regardless of which party's Parenting Week it occurs on/in.

Child Support

44. Subject to the Joint Parenting regime set out in this Order continuing, and pursuant to s. 9 of the Guidelines, the Plaintiff shall pay the Defendant the following child support:

- a) Commencing September 2009, and continuing for 12 months thereafter, \$2,700.00 per month;
- b) Commencing September 2010, and continuing for 12 months thereafter, \$2,800.00 per month; and,
- c) Commencing September 2011 and continuing for 12 months thereafter, \$2,900.00 per month.

45. Child support shall be reviewed as of July 2012 for implementation as of September 1, 2012.

46. The payments of child support by the Plaintiff to the Defendant as set out above, take into account the Plaintiff's obligation to pay child care costs, including attendance at Pre-School and child care that is required for while in the Plaintiff's care, and in the Defendant's care (the "Child Support").

47. The Child Support payments above take into account the Defendant's proportionate share of those anticipated costs, up to and including August 31, 2012, after which they may be reviewed.

Costs

48. Each party shall bear their own costs of the action.

BY THE COURT

Digitally signed by
Yee, Richard

DEPUTY DISTRICT REGISTRAR

CONSENTED TO WHERE INDICATED:

Witness

Plaintiff

Witness

~~_____
Defendant~~

APPROVED AS TO FORM:

Solicitor for the Plaintiff
Counsel:

Solicitor for the Defendant
Counsel:

Digitally signed by
Myers, Elliott