

Name & Return Address:



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09/09/2025 09:53 AM Pages: 1 of 32 Fees: \$334.50
Skagit County Auditor

Washington State Recorder's Cover Sheet (RCW 65.04) Please print legibly or type information.

Document Title(s) Judgement
Grantor(s) Bart Xavier Pestarino, Pestarino Revokable Living Trust 1 Additional Names on Page 1 of Document
Grantee(s) Danielle Tetrault Pestarino Additional Names on Page of Document
Legal Description (Abbreviated: i.e., lot, block & subdivision name or number OR section/township/range and quarter/quarter section) 24135101SE Complete Legal Description on Page of Document
Auditor's Reference Number(s)
Assessor's Property Tax Parcel/Account Number(s) P60557
Non Standard Fee \$50.00 By signing below, you agree to pay the \$50.00 non standard fee. I am requesting an emergency non standard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document. Signature of Party Requesting Non Standard Recording NOTE: Do not sign above or pay additional \$50.00 fee if document meets margin/formatting requirements. The Auditor/Recorder will rely on the information provided on this cover sheet. Staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

24-3-00057-29
DCD 129
Decree of Dissolution
19325028



I, MELISSA BEATON, Clerk of the Superior Court of the State of Washington, for Skagit County, do hereby certify that this is a true copy of the original now on file in my office. Dated 9/8/2025



MELISSA BEATON, County Clerk

By: MELISSA M. McLAIN
Deputy Clerk

FILED
SKAGIT COUNTY CLERK
SKAGIT COUNTY, WA

2025 AUG -5 PM 3: 09

Superior Court of Washington, County of Skagit

In re the marriage of:

Petitioner:

Bart Xavier Pestarino,

And Respondent:

Danielle Pestarino

No. 24-3-00057-29

Final Divorce Order (Dissolution Decree) (DCD)

☒ Clerk's action required: 1, 2, 6, 13, 14, 15, 16, 18

Final Divorce Order

1. Money Judgment Summary

Summarize any money judgments from sections 6 or 14 in the table below.

Judgment for	Debtor's name (person who must pay money)	Creditor's name (person who must be paid)	Amount	Interest
Fees and costs (section 14)	Bart Xavier Pestarino	Danielle Pestarino	\$3,130	\$
Other amounts (describe):	_____	_____	\$ _____	\$ _____
Yearly Interest Rate: _____% (12% unless otherwise listed)				
Lawyer (name): N/A		represents (name): Bart Xavier Pestarino		
Lawyer (name): Tracy D. Finnegan		represents (name): Danielle Pestarino		

2. Summary of Real Property Judgment (land or home)

There is no judgment related to real property. The husband, and or the Pestarino Revokable Living Trust, which names Bart Pestarino as Trustee owns real property in the state of Washington: Site Address 1307 26th Street, Anacortes, Washington 98221, where the parties resided during their marriage. This will remain separate property awarded to the husband.

➤ **The court has made Findings and Conclusions in this case and now Orders:**

3. Marriage

This marriage and any domestic partnerships or civil unions are dissolved. The Petitioner and Respondent are divorced.

4. Name Changes

The Respondent's name is changed to (*new name*):

<u>Danielle</u>		<u>Tetrault</u>
<i>First</i>	<i>Middle</i>	<i>Last</i>

5. Separation Contract (Prenuptial Agreement)

The spouses do not have a separation contract. They do have a prenuptial agreement, signed on December 10, 2022. The spouses must comply with the terms of the separation contract signed on December 10, 2022. This contract is attached as an *Exhibit C* and made part of this Order.

6. Money Judgment (summarized in section 1 above)

The Petitioner must pay the other party \$31,130. The court grants a judgment for this amount. The interest rate is 12% unless another amount is listed below.

7. Real Property (land or home) (summarized in section 2 above)

There is no judgment related to real property. The husband, and or the Pestarino Revocable Living Trust, which names Bart Pestario as Trustee owns real property in the state of Washington: Site Address 1307 26th Street, Anacortes, Washington 98221, where the parties resided during their marriage. This will remain separate property awarded to the husband.

8. Petitioner's Personal Property (possessions, assets or business interests of any kind)

The personal property that Petitioner now has or controls is given to Petitioner as their separate property. No transfer of property between Petitioner and Respondent is required.

The Petitioner's separate personal property is listed in *Exhibit A, and Exhibit A, Schedule 1* (in relevant part excerpt from Prenuptial Agreement dated December 10, 2022).

9. Respondent's Personal Property (possessions, assets or business interests of any kind)

The personal property that Respondent now has or controls is given to Respondent as their separate property. No transfer of property between Petitioner and Respondent is required.

The Respondent's separate personal property is listed in *Exhibit B; and Exhibit A, Schedule 11*.

These Exhibits are attached and made part of these Findings

10. Petitioner's Debt

The Petitioner must pay all debts the Petitioner has incurred (took on) since the date of separation, unless the court makes a different order about a specific debt below.

The Petitioner must pay the debts that are now in the Petitioner's name, and or those that may be listed in *Exhibit C and Exhibit A, Schedule 1* (in relevant part excerpt from Prenuptial Agreement dated December 10, 2022)

11. Respondent's Debt

The Respondent must pay all debts the Respondent has incurred (took on) since the date of separation, unless the court makes a different order about a specific debt below.

The Respondent must pay the debts that are now in the Respondent's name and or those that may be listed in *Exhibit C and Exhibit A, Schedule 11* (in relevant part excerpt from Prenuptial Agreement dated December 10, 2022).

12. Debt Collection (hold harmless)

If one spouse fails to pay a debt as ordered above and the creditor tries to collect the debt from the other spouse, the spouse who was ordered to pay the debt must hold the other spouse harmless from any collection action about the debt.

13. Spousal Support (maintenance/alimony)

No spousal support is ordered.

14. Fees and Costs (Summarize any money judgment in section 1 above.)

The court orders a money judgment for fees and costs as follows:

Judgment for	Debtor's name (person who must pay money)	Creditor's name (person who must be paid)	Amount	Interest
Attorney's Fees	Bart Xavier Pestarino	Danielle Pestarino	\$33,130	\$
Guardian ad litem (GAL) fees	Bart Xavier Pestarino	Danielle Pestarino	\$to be determined	\$

The interest rate is 12% unless another amount is listed below.

15. Protection Order

There is *Protection Order* filed under cause #24-2-20111-29 protecting Danielle Pestarino.

16. Restraining Order

No one requested a *Restraining Order*.

17. Children of the Marriage

This court has jurisdiction over the child the spouses have together as explained in the *Findings and Conclusions* for this case.

If there are children of both spouses listed in the *Findings and Conclusions* who do not have both spouses listed on their birth certificates, the State Registrar of Vital Statistics is ordered to amend the children's birth certificates to list both spouses as parents upon receipt of a certified copy of this order and the *Findings and Conclusions*.

Important! The court does not forward this *Order* to the State Registrar. To amend the birth certificate, a party must provide a certified copy of this *Order* and the *Findings and Conclusions* to the State Registrar of Vital Statistics. Other information may be required by the

State Registrar of Vital Statistics. If the child was **not** born in Washington, contact the appropriate agency in the state where the child was born.

18. **Parenting Plan**

The court signed the final *Parenting Plan* filed separately today.

The Guardian Ad Litem (GAL) is discharged.

(If you check this box, also check the "Clerk's action required" box in the caption on Page 1.)

19. **Child Support**

Court Order -- The court signed the final *Child Support Order* and *Worksheets* filed separately today.

Tax issues and post-secondary (college or vocational school) support are covered in the *Child Support Order*.

20. **Other Orders** (if any):

Ordered.

Date

Judge or Commissioner

Petitioner and Respondent or their lawyers fill out below.

PTA on 8/4/25
 Petitioner signs here/Lawyer signs here + WSBA #
 Bart Xavier Pestarino
 Print Name Date

via Zoom on 8/5/25
 for filing

Tracy D. Finnegan 54252
 Respondent signs here/Lawyer signs here + WSBA #
 Tracy D. Finnegan 8/5/2025
 Print Name Date
 Danielle Pestarino 8/5/2025
 Print Name Date

PESTARINO V. PESTARINO
Skagit County Superior Court Cause No. 24-3-00057-29

EXHIBIT A

Property Awarded to Husband as his Sole Separate Property:

1. **Employment/Retirement/Investment Benefits:** The Husband shall retain as his sole and separate property, free and clear of any interest in the other, all those rights and benefits which have been derived as the result of his past or present or future employment, union affiliation, military service; United States or other citizenship; and/or residence within a state. This shall include but not limited to: various forms of insurance, right to his portion of social security payments, Medicare and Medicaid payments, retirement benefits, sick leave benefits, educational benefits and grants, interests in health or welfare plans, 401k plans, interests in profit sharing plans, and all other legislated, contractual and/or donated benefits, whether vested or non-vested and whether directly or indirectly derived through the activity of that specific party.
2. **Real Property:** The husband, and or the Pestarino Revocable Living Trust, which names Bart Pestario as Trustee owns real property in the state of Washington: Site Address 1307 26th Street, Anacortes, Washington 98221, where the parties resided during their marriage. This will remain separate property awarded to the husband; pursuant to the attached *Schedule 1*, excerpt from prenuptial agreement. (in relevant part).
3. **Other Assets:** Any other assets as included in the attached Schedule 1, relevant excerpt from prenuptial agreement of December 10, 2022 are incorporated herein by reference.
4. **Bank Accounts:** Cash in bank accounts in his name and under his control, including IRA accounts, annuity accounts, or other cash accounts, the parties having reached an agreement as to any division of same, as included in the

Husband Initial

Wife Initial

Exhibit A
 Property Awarded to the Husband
 Debts to be Paid by the Husband

attached Schedule 1, relevant excerpt from prenuptial agreement of December 10, 2022 are incorporated herein by reference.

5. **Personal property:** Any and all personal property including furniture, furnishings, tools, equipment, musical equipment and instruments, etc. in the Husband's possession and/or under his direct control shall remain and be his sole and separate property, except as awarded to Wife in Exhibit B.
6. **Insurance Policies:** Insurance policies insuring his life, including the right to designate a beneficiary on said policies.
7. **Vehicles:** The automobile(s) as set forth below. If applicable, the Husband shall remain solely obligated for all payments due or which may become due for the use, operation, maintenance and financing thereof, and shall hold the Wife harmless thereon. Each party shall cooperate in signing over title, loan payments, refinancing etc. or anything else that is necessary to transfer that automobile into his individual and separate property holding:
 - a. 2019 Toyota 4Runner 4WD Truck

Debts to be Paid by the Husband

1. Except as specified herein, each party shall pay any and all encumbrances and obligations due on any assets received by that party and each party shall indemnify and hold the other party harmless from any debt assumed herein.
2. Any and all debts incurred after the date of separation. Including but not limited to her personal tax filings.
3. **Attorney's Fees:** The Petitioner is ordered to pay \$33,130 within 30 days. A judgment is entered in Decree of Dissolution

Other Provisions

1. **Signature of Documents:** The parties shall sign any documents necessary to carry out the terms of this Decree of Dissolution.
2. **Undisclosed Debts:** Any debt or obligation, not specifically awarded herein or divided by the parties prior to the date of this decree or by this Decree, incurred by either party, shall be the sole and separate obligation of the party who incurred it and who failed to disclose it in

Husband Initial

Wife Initial

Exhibit A
Property Awarded to the Husband
Debts to be Paid by the Husband

this Decree. If an undisclosed debt was incurred by the parties jointly, then the parties shall remain jointly liable.

3. **Undisclosed Assets:** There are no known assets which have not been divided by the parties prior to the date of this decree or by this Decree. Any assets owned by the parties on the date of the Decree which either party has failed to disclose shall be divided 60% to the discovery party and 40% to the party concealing the asset. If either party has concealed an asset, he or she shall pay any reasonable costs, including but not limited to reasonable attorney's fees, credit repair and any other costs incurred by the discovery parties.
4. **Revocation of Estate Documents (Wills, Power of Attorney, Other Instruments):** All previous instruments executed including but not limited to: Last Will and Testament, Power of Attorney, community property agreements not otherwise reaffirmed in this Decree, other instruments denoting beneficiaries are revoked.
5. **Federal Income Tax:** In the event that any prior income tax returns of the parties should be audited during any year during the marriage, and additional tax, penalties or interest is deemed to be owed, the amounts shall be paid by the husband. The parties intend that the property and debt division in this Decree will result in no recognition of taxable gain or loss to the other party.
6. **No Taxable Gain or Loss:** The parties intend that the property and debt division in this Decree will result in no recognition of taxable gain or loss to the other party.
7. **Qualified Domestic Relations Orders (QDRO):** The parties stipulate and agree that any division of pensions, retirement or other accounts will occur after the divorce is final and the parties agree to release the undersigned counsel from liability related to these accounts, including administration, allocation or division of the accounts. The parties stipulate and agree to hire an independent professional to draft and advise them regarding the QDRO, and for all steps of that process including but not limited to qualifying the QDRO, entering the orders with the Court and providing them to plan administrators and ensuring they are accepted by the plan administrators. Both parties release the undersigned counsel from liability and from the obligation of drafting the QDRO or from providing any legal advice related to financial issues

Husband Initial

Wife Initial

Exhibit A
Property Awarded to the Husband
Debts to be Paid by the Husband

related to the QDRO and confirm their understandings that the undersigned counsel is not a financial advisor and that neither party has relied on counsel for advice as to the same.

Husband Initial

Wife Initial

Exhibit A
Property Awarded to the Husband
Debts to be Paid by the Husband

SCHEDULE I
SEPARATE PROPERTY OF BART KAVIER PESTARINO

ASSETS	Approximate FMV
Real Estate	
1307 26 th St., Anacortes, Washington, 98221	\$660,000
Bank & Brokerage Accounts	
Chase Checking Account No. XXX7269	\$142,000
Wells Fargo Checking Account No. XXX5132	\$38,000
Wells Fargo Checking Account No. XXX7193	\$550
US Treasury Bonds TreasuryDirect Account No. XXX-022	\$10,000
Vanguard Trust Account No. XXX5636	\$1,930,000
Vanguard Trust Account No. XXX2010	\$1,270,000
Vanguard Brokerage Account No. XXX8083	\$10,000
Fidelity Trust Account No. XXX3071	\$2,170,000
Fidelity Brokerage Account No. XXX5091	\$10,000
Schwab One Account No. XXX7116	\$500
IRA and Retirement Accounts	
Federal Thrift Savings Plan (TSP) Account No. XXXRINO	\$10,000
Federal Employees Retirement System (FERS) Account No. XXXRINO	\$16,000
Charles Schwab IRA Account No. XXX8116	\$500
Vehicles & Tangible Property	
2019 Toyota 4Runner 4WD Truck	\$37,000
LIABILITIES	DEBT
N/A	
INCOME	
2022 Adjusted Gross Income	\$100,000
2021 Adjusted Gross Income	\$95,000
2020 Adjusted Gross Income	\$90,000

PESTARINO V. PESTARINO
Skagit County Superior Court Cause No. 24-3-00057-29

EXHIBIT B

Property Awarded to Wife

1. **Employment/Retirement/Investment Benefits:** The Wife shall retain as her sole and separate property, free and clear of any interest in the other, all those rights and benefits which have been derived as the result of her past or present employment, union affiliation, military service, United States or other citizenship and/or residence within a state including but not limited to: various forms of insurance, right to social security payments, Medicare and Medicaid payments, retirement benefits, sick leave benefits, educational benefits and grants, interests in health or welfare plans, 401k plans, interests in profit sharing plans, and all other legislated, contractual and/or donated benefits, whether vested or non-vested and whether directly or indirectly derived through the activity of that specific party.
2. **Bank Accounts:** Cash in bank accounts in her name and under her control, including IRA accounts, annuity accounts, or other cash accounts currently in Husband's name, the parties having reached an agreement as to any division of same, as included in the attached *Schedule 11*, relevant excerpt from prenuptial agreement of December 10, 2022 are incorporated herein by reference..
3. **Real Property:** The Wife owns no real property.
4. **Personal property:** Any and all personal property including furniture, furnishings, tools, equipment, musical equipment and instruments, etc. in the Wife's possession and/or under her direct control shall remain and be her sole and separate property, except as awarded to Husband in Exhibit A.
5. **Insurance Policies:** Insurance policies insuring her life, including the right to designate a beneficiary on said policies.

Husband Initial

Wife Initial

Exhibit B
Property Awarded to the Wife
Debts to be Paid by the Wife

6. Vehicles: automobile(s) as set forth below. If applicable, the Wife shall become solely obligated for all payments due or which may become due for the use, operation, maintenance and financing thereof, and shall hold the husband harmless thereon. Each party shall cooperate in signing over title, loan payments, refinancing etc. or anything else that is necessary to transfer that automobile into her individual and separate property holding:

a. 2015 Ford F150

7. Attorney's Fees: The wife is awarded a judgment in the amount of \$33,130.

Debts to be Paid by the Wife

1. Except as specified herein, each party shall pay any and all encumbrances and obligations due on any assets received by that party and each party shall indemnify and hold the other party harmless from any debt assumed herein.
2. Any and all debts incurred after the date of separation. Including but not limited to her personal tax filings.

Other Provisions

1. **Signature of Documents**: The parties shall sign any documents necessary to carry out the terms of this Decree of Dissolution.
2. **Undisclosed Debts**: Any debt or obligation, not specifically awarded herein or divided by the parties prior to the date of this decree or by this Decree, incurred by either party, shall be the sole and separate obligation of the party who incurred it and who failed to disclose it in this Decree. If an undisclosed debt was incurred by the parties jointly, then the parties shall remain jointly liable.
3. **Undisclosed Assets**: There are no known assets which have not been divided by the parties prior to the date of this decree or by this Decree. Any assets owned by the parties on the date of the Decree which either party has failed to disclose shall be divided 60% to the discovery party and 40% to the party concealing the asset. If either party has concealed an asset, he or

Husband Initial

Wife Initial

Exhibit B
Property Awarded to the Wife
Debts to be Paid by the Wife

she shall pay any reasonable costs, including but not limited to reasonable attorney's fees, credit repair and any other costs incurred by the discovery parties.

4. **Revocation of Estate Documents (Wills, Power of Attorney, Other Instruments):** All previous instruments executed including but not limited to: Last Will and Testament, Power of Attorney, community property agreements not otherwise reaffirmed in this Decree, other instruments denoting beneficiaries are revoked.
5. **Federal Income Tax:** In the event that any prior income tax returns of the parties should be audited during any year during the marriage, and additional tax, penalties or interest is deemed to be owed, the amounts shall be paid by the husband. The parties intend that the property and debt division in this Decree will result in no recognition of taxable gain or loss to the other party.
6. **No Taxable Gain or Loss:** The parties intend that the property and debt division in this Decree will result in no recognition of taxable gain or loss to the other party.
7. **Qualified Domestic Relations Orders (QDRO):** The parties stipulate and agree that any division of pensions, retirement or other accounts will occur after the divorce is final and the parties agree to release the undersigned counsel from liability related to these accounts, including administration, allocation or division of the accounts. The parties stipulate and agree to hire an independent professional to draft and advise them regarding the QDRO, and for all steps of that process including but not limited to qualifying the QDRO, entering the orders with the Court and providing them to plan administrators and ensuring they are accepted by the plan administrators. Both parties release the undersigned counsel from liability and from the obligation of drafting the QDRO or from providing any legal advice related to financial issues related to the QDRO and confirm their understandings that the undersigned counsel is not a financial advisor and that neither party has relied on counsel for advice as to the same.

Husband Initial

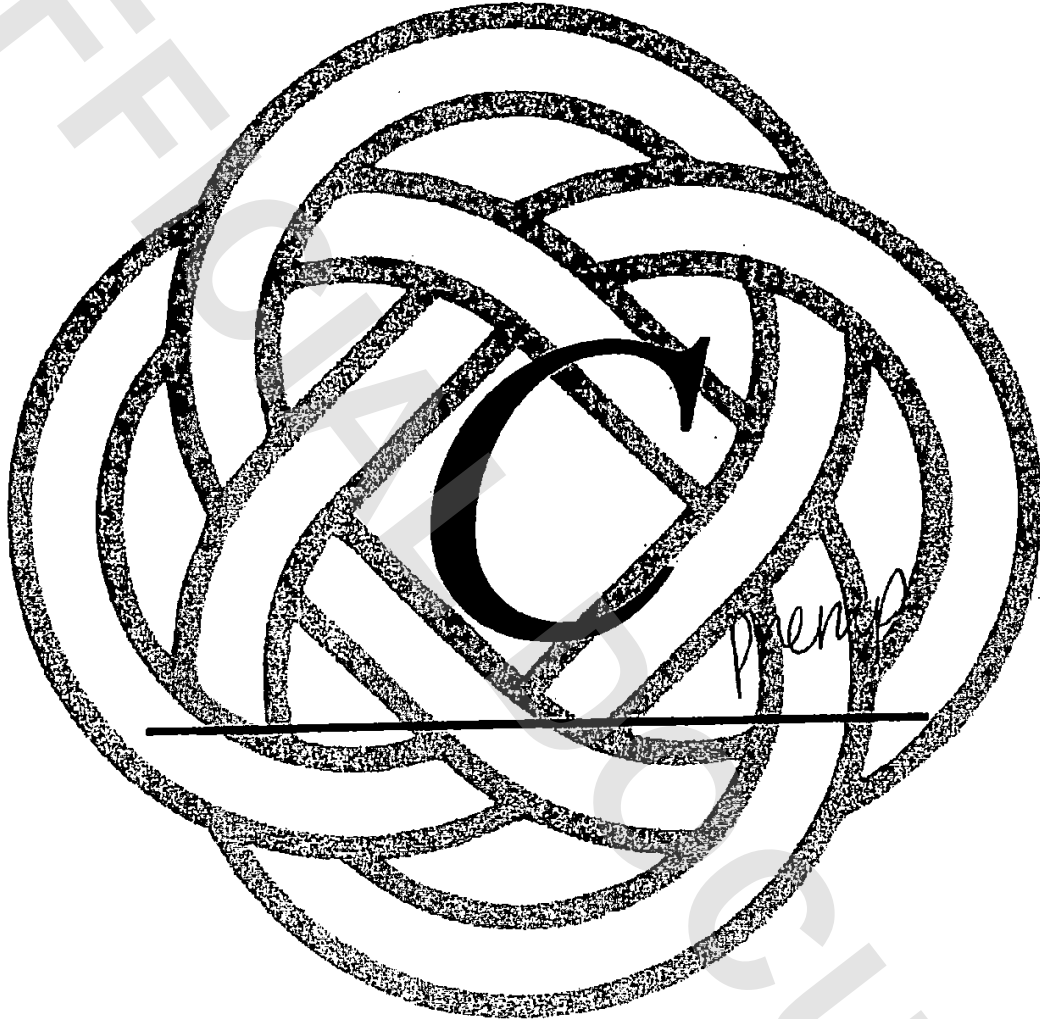
Wife Initial

Exhibit B
Property Awarded to the Wife
Debts to be Paid by the Wife

SCHEDULE II
SEPARATE PROPERTY OF DANIELLE BARBARA TETRAULT

ASSETS	Approximate FMV
Bank & Brokerage Accounts	
TD Canada Trust Checking Account No. XXX7003	CA\$5,800
TD Bank Checking Account No. XXX3969	\$5,000
Tangerine Savings Account No. XXX4689	CA\$16,000
American Express Savings Account No. XXX1454	\$20,000
Manulife Brokerage Account No. XXX0241	CA\$22,000
Tangerine Brokerage Account No. XXX1281	CA\$4,000
IRA and Retirement Accounts	
RTG Medical Retirement Plan Account No. XXX5411	\$7,000
Vehicles & Tangible Property	
2015 Ford F150	\$24,000
LIABILITIES	DEBT
N/A	
INCOME	
2022 Adjusted Gross Income	\$169,134
2021 Adjusted Gross Income	\$74,782
2020 Adjusted Gross Income	\$70,792

Exhibit



PRENUPTIAL AGREEMENT**OF****BART XAVIER PESTARINO AND DANIELLE BARBARA TETRAULT**

This agreement is entered into by BART XAVIER PESTARINO (*Bart*), of Anacortes, Washington and DANIELLE BARBARA TETRAULT (*Danielle*), of DuPont, Washington.

I. RECITALS

- A. **BART'S FAMILY.** BART has been married previously. He has no children nor any financial obligations to a prior spouse.
- B. **DANIELLE'S FAMILY.** DANIELLE has not been married previously and has no children.
- C. **WEDDING.** The parties desire to marry after they have reached an agreement, but as of the time of negotiation, they have no set wedding date.
- D. **PURPOSE.** BART and DANIELLE are entering into an agreement with the understanding that except as otherwise provided in this Agreement, this Agreement will (a) protect the separate property that each party brings to the marriage or may hereafter acquire from the separate debts, obligations and liabilities of the other party; and (b) define each party's rights upon termination of the marriage.

The parties agree as follows:

II. AGREEMENT

- 1. **BART'S SEPARATE PROPERTY.** All of the real and personal property, beneficial interests, powers of appointment and revocation, and all other property rights and interests of every kind and nature whatsoever, now owned by Bart and any separate property which he may hereafter acquire or become entitled to, including but not limited to those assets listed in Schedule I and the income, rents, royalties, profits and appreciation from them, shall remain his separate property throughout his marriage to Danielle, subject entirely to his individual control and management, to hold, sell, convey, gift, lease, encumber, and dispose of as if he were not married, and Danielle shall not acquire by virtue of such marriage for herself or her creditors, heirs, executors, administrators or assigns, any interest in such property or in the use or control of it or in the rents, royalties, income, profits and appreciation arising from it regardless of how used, transferred, or invested.
- 2. **DANIELLE'S SEPARATE PROPERTY.** All of the real and personal property, beneficial interests, powers of appointment and revocation, and all other property rights and interests of every kind and nature whatsoever, now owned by Danielle and any separate property which she may hereafter acquire or become entitled to, including but not limited to those assets listed in Schedule II and the income, rents, royalties, profits and appreciation from them, shall remain her separate property throughout her marriage to Bart, subject entirely to her individual control and management, to hold, sell, convey, gift, lease, encumber, and dispose of as if she were not

married, and Bart shall not acquire by virtue of such marriage, for himself or his creditors, heirs, executors, administrators or assigns, any interest in such property or in the use or control of it or in the rents, royalties, income, profits and appreciation arising from it regardless of how used, transferred or invested.

3. ASSETS AND INCOME ACQUIRED DURING MARRIAGE.

- (a) **Earnings.** All wages, salary, bonuses, or remuneration earned for Bart's or Danielle's personal services or labor during the existence of their marital community (*Earnings*), together with all proceeds and investments acquired with such Earnings, shall be community property of the parties. Earnings shall include any stock, stock options, stock warrants, stock rights, or other equity or debt securities issued by a party's employer or related entity, any interest in any stock option plan, employee stock ownership plan or other plan offering either Bart or Danielle a proprietary interest in such party's employer or a related entity which arise out of either Bart or Danielle's employment relationship and are in the nature of compensation (present or deferred) for services.
- (b) **Gifts and Inheritances.** Property and pecuniary rights acquired by Bart or Danielle after marriage either by gift or inheritance shall be the separate property of the recipient.
- (c) **Life Insurance.** Any interest in life insurance owned by either or both parties (or the proceeds therefrom) shall be community property.
- (d) **Characterization of Retirement Accounts.** Each party is currently participating in and/or may become a participant in one or more Individual Retirement Accounts and or qualified employee benefit plans (*Qualified Plans*). Any amounts held in a Qualified Plan as of the date of marriage are deemed the separate property of the participant. Any additions made after the marriage and all interest and growth accruing on the account during marriage shall be deemed the separate property of the participant regardless of the source of funds contributed to the account. Notwithstanding the foregoing, each party agrees that community property funds may be contributed to a Qualified Plan and such contribution shall not give the non-participant party an interest in the Qualified Plan. Nothing herein shall require the nonemployee spouse to waive his/her rights he/she now has or may hereafter acquire, to consent to a form of benefit other than a joint and survivor annuity, to consent to a designation of a third party as beneficiary, to consent to an election to waive a pre-retirement spousal annuity.
- (e) **Retirement Accounts.**
 - (i) **Spousal Rights to Benefits.** Pursuant to the Retirement Equity Act of 1984, each party may be entitled to payment of benefits upon the other party's death as his or her surviving spouse. It is the intention of the parties to give each spouse complete discretion in making an election under any such plan as to the payment of benefits and the person or persons who shall enjoy such benefits. Upon the request of the other party, each party hereby agrees to waive any rights he or she may have in any qualified benefit plan in which the other may have rights or acquire rights. Each party agrees to consent to an election by the other party of a form of benefit other than a joint and survivor annuity and to his or her designation of beneficiary or beneficiaries. Each party also agrees to consent

from time to time to an election by the other party to waive a pre-retirement spousal annuity which would be payable in the event the other party died prior to retirement and if the other party elects another form of pre-retirement benefit, each party agrees to consent from time to time to the other party's designation of beneficiary or beneficiaries.

- (ii) **Execution of Documents.** Each party agrees from time to time to sign at the request of the other such form of agreement, waiver, or consent as may be required: (a) after the marriage of the parties and (b) after the expiration of the first anniversary of their marriage, in order to effectuate the intent set forth in this Agreement that each be able to deal with his or her interest in such plan in favor of his or her designated beneficiary, whether or not that beneficiary is the surviving spouse.
- (iii) **Specific Endorsement.** The parties further agree that if either of them fails to sign the agreements, consents or waivers as described herein, the obligation to sign shall be specifically enforceable by order of a court of competent jurisdiction. Attorney fees and costs incurred in any such action shall be paid by the party refusing to sign. Either party shall have the right to have a qualified domestic relations order entered by a court of competent jurisdiction as required to carry out the intent and provisions of this Agreement. Each party shall cooperate therewith.
- (iv) **Failure to Comply.** In the event of failure of either party to comply with Section 3(e), the parties agree to a corresponding reduction and offset in the entitlement of such party to such benefits or, in the alternative, a reduction and offset in the party's entitlement to other assets, including but not limited to those otherwise receivable by gift, will, trust, joint tenancy, or other form of transfer.

4. REAL ESTATE.

- (a) **Primary Residence.** The parties intend to jointly occupy the residence located at 1307 26th St., Anacortes, Washington as their primary residence (*Residence*). Such Residence is owned by Bart as his separate property. Unless otherwise agreed upon in writing, such residence shall retain its character as Bart's separate property regardless of any community property contributions to the Residence.
- (b) **Future Residence.** In the future, Bart and Danielle may purchase and move into another primary residence (*New Residence*). The contribution to a New Residence shall be made in any manner as the parties mutually agree. Notwithstanding Section 7 and unless the parties agree otherwise, the ownership of the New Residence will reflect the character of the funds contributed to the purchase price of the New Residence. For example, if Bart contributes 50% of his separate property and the community contributes 50% through financing, the New Residence will be owned 50% by Bart as his separate property and 50% by the community. Any appreciation on the New Residence will be deemed proportionate to the ownership interests.

5. DAY TO DAY EXPENSES.**(a) Definitions.**

- (i) Ownership Expenses.** *Ownership Expenses* are expenses arising from the ownership of a parcel of real estate, including but not limited to any property taxes, insurance, and mortgage interest and principal.
- (ii) Household Maintenance Expenses.** *Household Maintenance Expenses* are all expenses arising from the use of a residence by the parties, including but not limited to expenses of water, sewer, garbage, electricity, gas and other utilities, telephone landlines, and incidental repairs.
- (iii) Living Expenses.** *Living Expenses* are all other expenses incurred during the marital community, which are unrelated to the parties' residence, including but not limited to expenditures for the parties' transportation, medical care, clothing, and recreation.

(b) Expenses for Ownership and Household Maintenance of the Residence.

- (i) Ownership Expenses.** All Ownership Expenses of the Residence shall be Bart's separate obligation. Notwithstanding the foregoing, Bart may use community funds to pay for such Ownership Expenses and this will not entitle Danielle or the community to any ownership interest in the Residence or a right of repayment for such contributions.
- (ii) Household Maintenance Expenses.** All Household Maintenance Expenses for the New Residence shall be joint obligations and payable from community property.

(c) Expenses for Ownership and Household Maintenance of a New Residence. In the future, if the parties acquire a New Residence for use as the parties' primary residence, payments shall be made as follows:

- (i) Ownership Expenses.** All Ownership Expenses shall be the obligation of the parties in proportion to their ownership interest in the New Residence. For example, if Bart owns 50% of the New Residence as his separate property and the community owns 50% of the New Residence, Bart will be responsible for 50% of the Ownership Expenses and the community will be responsible for the other 50%. Any party may use community funds to pay for his/her separate Ownership Expenses, and this will not entitle the non-obligated party to any ownership interest in the New Residence nor a right of repayment for such expenses.
- (ii) Household Maintenance Expenses.** All Household Maintenance Expenses for the New Residence shall be joint obligations and payable from community property.

(d) Living Expenses. All Living Expenses are joint obligations and payable from community property.**(e) Payment by Non-Obligated Party.** Notwithstanding any provision herein, unless otherwise in writing, any contributions by a non-obligated party to payment of Ownership

Expenses or Household Maintenance Expenses shall be deemed made in consideration for the right to use and enjoy the property, and the non-obligated party shall not have a right to repayment nor shall the non-obligated party acquire any ownership interest in the property by virtue of payment of such expenses.

6. OTHER DEBTS, OBLIGATIONS AND LIABILITIES.

- (a) **Separate Debts, Obligations and Liabilities.** Each party agrees that each shall be and remain solely responsible for his or her separate debts, obligations and liabilities, whether fixed or contingent, and whether incurred prior to or after their marriage. Each party shall indemnify and hold the other harmless from all liabilities now owed by him or her or hereafter incurred or arising out of his or her separate property including any attorney fees and costs to defend against any action. However, the parties understand that following marriage, their earnings are community property and a party's separate property assets may be insufficient to satisfy his/her separate liabilities once this change occurs. Therefore, community property may be used to satisfy such obligations. For example, Bart may use community property to pay the mortgage and property taxes on the Residence. When community funds are used to satisfy an obligated party's separate obligation, such contribution shall be deemed a gift to the obligated party with no interest in the asset or right to repayment.
- (b) **Other Indebtedness and Liabilities.** Indebtedness or liabilities incurred jointly by both parties, or by either party individually acting on behalf of the marital community, during the existence of the marital community, shall be community obligations except to the extent this Agreement expressly provides otherwise.
- (c) **Prohibition.** Neither party shall incur any debt upon which the marital community, the other party or the other party's separate estate will be liable without the prior written consent of the other party, except that the parties may utilize credit accounts and other credit for Household Maintenance Expenses and Living Expenses.

7. CHARACTER OF PROPERTY. The parties generally intend that all costs of managing separate property shall be borne by the separate estate of the party owning the same, and all costs of managing any community property shall be borne by the community estate. Each of the parties shall have the complete and sole authority to manage, use, encumber and dispose of his or her separate estate to the same extent as if the parties were not married.

- (a) **Separate or Community Investment in One Party's Separate Property.** If separate property funds of one party or community property funds are contributed to the other party's separate property after the initial acquisition of the separate property (for example, a contribution by one party to improve the other party's separate property), or used in payment of any separate debt of the other party, the contribution or payment shall be a gift to the recipient party.
- (b) **Separate Property Contributed to Community Property.** If separate property funds of either party are contributed to community property after the initial acquisition of the

community property, or used in payment of any community debt, the contribution or payment shall be a gift to the community.

- (c) **Contributions of Labor to Separate Property.** If a party contributes time, services, or labor to the other spouse's separate property, the contributing party waives any separate or community lien, interest or right with respect to such property that might otherwise arise by virtue of such contribution, regardless of whether the other party's separate estate or the community is adequately compensated for the expenditure of his or her time, services or labor.
- (d) **Contribution of Labor to Own Separate Property.** If a party contributes time, services, or labor to the party's own separate property, the other party waives any community lien, interest or right with respect to such property that might otherwise arise by virtue of such contribution, regardless of whether the community is adequately compensated for such expenditure of time, services or labor.
- (e) **No Ownership Interest.** In no event shall the contributed funds, time, services, or labor referred to in Sections 7(a) through (d) entitle the contributing party to any additional ownership interest in the property.
- (f) **Permissible Deviation from General Rule.** At any time and from time to time, both parties may agree, in a writing signed by both parties, that any investment or expenditure shall be treated as a loan to the other party, in which case such investment or expenditure shall constitute a lien on the other party's separate property (and its rents, issues, appreciation, profits and proceeds). Any loan or lien created pursuant to this Section 7(f) shall not entitle the investing party to any ownership interest or share of any increase in the value of such separate property.
- (g) **Commingleing; Presumption of Community Property.** Notwithstanding the foregoing, unless otherwise agreed to in writing, any and all property acquired during the marriage and titled in both parties' names shall be presumed to be community property. Any breach of this Section 7(g) (or failure to observe this paragraph) shall not be construed as the abandonment, rescission, abrogation, revocation, amendment or modification of this Agreement.

8. **DISSOLUTION OF MARRIAGE OR SEPARATION.** It is the intent of the parties, and each so covenants, warrants and agrees, that in the event of the dissolution of their marriage or separation, and regardless of the cause thereof:

- (a) **Separate Property & Liabilities.** Each party will receive his/her separate property and each agrees that he/she shall not make any claim, nor is entitled to receive, any of the separate property of the other. Each party shall continue to solely be responsible for his/her separate liabilities and each will be responsible for and bear his or her own attorney fees and costs incurred in connection with such dissolution or separation.
- (b) **Community Property & Liabilities.** The parties' community property and liabilities shall be divided as equally as possible, and in dividing such assets and liabilities, the separate property of each party shall not be taken into account;

- (c) **Spousal Maintenance.** Neither party shall make claim for spousal maintenance (alimony), temporary or permanent, against the other and each party hereby waives any right, by statute, common law or otherwise, to spousal maintenance (alimony) against the other.

9. DEATH OF A PARTY.

- (a) **Disposition of Community Property & Separate Property.** Each party shall have the right to dispose of his or her one-half interest in community property and all of his or her separate property, together with the rents, issues, income, dividends, proceeds, gains, profits and appreciation thereof, in any manner he or she deems appropriate by Last Will & Testament or otherwise. Nothing in this Section shall prevent one party from transferring, conveying, devising or bequeathing any property to the other.
- (b) **Waiver of Claims.** The parties hereby waive, release and disclaim any and all rights or claims each may now have or hereafter acquire under the present or future laws of the State of Washington or any other jurisdiction, to share in the estate and property of the other spouse as a result of the marital relationship, including, but not by way of limitation and to the extent not prohibited by law, dower, curtesy, statutory share, surviving spouse's allowances, equitable lien rights, quasi-community property benefits, family support awards, any right of election to take under each other's Last Will and Testament and any right to act as personal representative of each other's estate; provided however, that such waiver and release does not affect a party's rights in and to his/her own share of community property accumulated during the marriage. Notwithstanding the foregoing, the parties do not waive their right to take in intestacy.
- (c) **Funeral Arrangements and Expenses.** Unless the parties agree otherwise, funeral expenses and arrangements are community expenses.
- (d) **Marriage Settlement for Omitted Spouse.** Each party agrees that this Agreement shall constitute a provision for the surviving spouse by marriage settlement as the same is used in RCW 11.12.095, and that no Will or other testamentary instrument of either party shall be deemed revoked as to a surviving party hereto for failure to mention said surviving party whether or not such Will or other testamentary instrument was executed prior to or after this Agreement.
- (e) **Unused Estate Tax Exclusion Amount.** The parties agree that if one party dies during the marriage (regardless of whether dissolution, annulment or legal separation proceedings are pending), the personal representative of the deceased party's estate will, at the surviving party's request, timely file any and all documents necessary to make the election provided in Section 2010(c)(5) of the Internal Revenue Code, or any similar corresponding law, for the deceased spousal unused exclusion amount with respect to the deceased party's estate to be available to be taken into account by the surviving party and such party's estate (*Election*). Said documents may include, but are not limited to, a federal estate tax return for the deceased party's estate, even if one would not otherwise be required. If the surviving party requests that the Election be made and the deceased party's estate would otherwise not be required to file a federal estate tax return or other necessary documents in order to make the Election (the *Return*), the surviving party shall make the arrangements for the preparation of the Return and pay the cost of the preparing the Return and all other costs incurred in connection with the Election. The

deceased party's personal representative shall fully cooperate with the preparation, execution and filing of the documents and information as shall be reasonably requested for that purpose.

10. **WAIVER OF CLAIMS RELATING TO PERIOD PRIOR TO MARRIAGE.** It is expressly agreed that each party waives any claim he or she might otherwise have to any of the other party's property arising out of the period preceding the parties' marriage, whether such claim be based on meretricious relationship, express or implied partnership, joint venture, constructive or resulting trust, co-tenancy, express or implied contract, lien, quantum meruit, unjust enrichment, contribution of services or funds or property or otherwise, except as otherwise provided herein.
11. **INCOME TAXES.** Unless otherwise agreed by the parties, for any year for which the parties file a joint income tax return, income tax, interest and penalties attributable to the community income of the parties for such year shall be paid from the parties' community property, and income tax, interest and penalties attributable to each party's respective separate income for such year shall be paid entirely from that party's respective separate property. Income tax, interest and penalties shall be attributed by dividing the net taxable income of a party for such year, or of the marital community, as the case may be, by the entire net taxable income of the parties for such year, separate and community, and multiplying the resulting dividend by the total liability of the parties for income tax, interest and penalties for such year. In computing the net taxable income of either party or of the community, deductions shall be attributed to the source of payment and personal exemptions shall be attributed to the party paying the majority of the expenses of the dependents giving rise to such exemptions, unless otherwise agreed to by the parties. If community funds or a non-obligated party's separate funds are used to satisfy an obligated party's tax liabilities, such contribution shall be deemed a gift to the obligated party.
12. **SCHEDULES; FULL DISCLOSURE.** Each party has disclosed the amounts and sources of their assets, incomes and debts and obligations, and has answered all the questions regarding the foregoing. Each party has reviewed the attached Schedules which constitute a substantially accurate and complete description of the current assets, incomes, and liabilities of each party. Although each party acknowledges that no formal appraisals of the values noted therein were undertaken, each party represents that he/she has provided such values in good faith and to the best of his/her knowledge and belief. Each party accepts the terms of this Agreement in lieu of and in full discharge, settlement and satisfaction of all rights and interests which each might otherwise acquire in the estate and separate property of the other as a result of or incident to their marriage.
13. **EXECUTION OF ADDITIONAL INSTRUMENTS.** Each party agrees to execute and deliver upon request, but at the expense of the requesting party, any and all deeds, deeds of trust or other instruments that may be required to convey or encumber the property of the other, or to extinguish any right to take in intestacy or any right of dower, curtesy, quasi-community property, equitable lien rights, homestead, statutory share or any other rights in each other's estate waived by this Agreement and to give full effect to the provisions of this Agreement.
14. **ADDITIONAL TRANSFERS.** Except as otherwise provided herein, nothing in this Agreement shall be construed to be a waiver, release or disclaimer of either party's interest in any prospective community property or a party's right to receive a gift from the other party, and nothing in this Agreement shall invalidate any voluntary provision or appointment in favor of one party in the other party's Will, by way of right of survivorship with respect to jointly held property, or by way of beneficiary designation with respect to life insurance, retirement plans, or otherwise.

15. **INDEPENDENT COUNSEL.** Each party acknowledges and agrees that he/she has been advised to obtain the services of independent counsel of his/her choice in the course of the negotiations for and in the preparation of this agreement, that each has had ample opportunity to do so and that each has consulted independent counsel or has chosen not to do so. Each party further acknowledges that he/she has read this agreement, including Schedule III, which is attached hereto and incorporated herein by this reference, and understands its contents. Each acknowledges and represents that he/she is entering into this Agreement freely and voluntarily and with full knowledge of his/her rights.
16. **BINDING AGREEMENT.** The parties each acknowledge, represent and warrant that no oral commitments have been made or inducements proposed by either to the other to enter into the marriage contemplated by the parties or into this Agreement, other than the promises of love and affection of each for the other. Both parties further agree that this Agreement shall be binding upon the parties hereto and their respective creditors, heirs, executors, administrators, personal representatives, successors and assigns, but shall become effective upon marriage.
17. **SPECIFIC PERFORMANCE.** The parties acknowledge that it would be extremely difficult to measure any resulting damage if either party should default in his or her obligations under this Agreement. Accordingly, the non-defaulting party, in addition to any other available remedies or rights, may sue to enjoin any breach of this Agreement and obtain a decree of specific performance. In such event the parties expressly waive the defense that damages would be an adequate remedy.
18. **LEGAL EXPENSES.** In any suit, proceeding, action or arbitration to enforce this Agreement or to procure adjudication or determination of the rights of the parties hereto, the most prevailing party, as determined by the applicable tribunal, shall be entitled to recover from the other party reasonable sums such as attorneys' fees, arbitrator's fees, mediator's fees, expert witness fees, and all other costs and expenses in connection with such suit, proceeding or action, including appeal, which sums shall be included in any award, adjudication, judgment or decree entered therein.
19. **GOVERNING LAW AND VENUE.** The validity, construction and enforceability of this Agreement shall be determined in accordance with and under the laws of the State of Washington.
20. **SAVINGS CLAUSE.** If any term or provision of this Agreement, or the applicability thereof to any person or circumstances, shall to any extent be determined to be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid and unenforceable, shall not be affected thereby and shall continue in full force and effect.
21. **NONCOMPLIANCE NOT A WAIVER OR REVOCATION OF CLAIMS.** The failure of either party to insist in any instance upon the strict performance of any of the terms hereof or to provide notice to the other of his or her default shall not be construed as a waiver, amendment or revocation of such term(s) and the same shall nevertheless continue in full force and effect.
22. **ENTIRE AGREEMENT, AMENDMENTS AND RESCISSION.** This is the entire agreement between the parties with respect to their property rights in the community and separate property of each other. There are no other oral or written agreements regarding such rights. This agreement may be amended, terminated or rescinded only by a written document signed by both parties.

23. **MULTIPLE COUNTERPARTS.** This Agreement may be executed in a number of identical counterparts. If so executed, each of such counterpart is to be deemed an original for all purposes, and all such counterparts shall collectively constitute one agreement, but in making proof of this agreement it shall not be necessary to produce or account for more than one such counterpart.

EFFECTIVE as of the last date set forth below.

SEPTEMBER 10, 2022

DATE

Bart Xavier Pestarino
BART XAVIER PESTARINO

12/10/2022

DATE

Danielle Barbara Tetrault
DANIELLE BARBARA TETRAULT

STATE OF WASHINGTON)

COUNTY OF Pierce) ss.

I certify that I know or have satisfactory evidence that BART XAVIER PESTARINO is the person who appeared before me, and said person acknowledged that said person signed this Prenuptial Agreement and acknowledged it to be said person's free and voluntary act for the uses and purposes mentioned in the instrument.

Dated 12/10/2022.

XAVIONTE JACKSON
NOTARY PUBLIC #22033476
STATE OF WASHINGTON
MY COMMISSION EXPIRES
10-08-26

Xavionte Jackson
(Signature of Notary)

Xavionte Jackson
(Legibly Print Name of Notary)

Notary public in and for the state of Washington
My appointment expires 10/08/2026

STATE OF WASHINGTON

COUNTY OF Pierce

) ss.

I certify that I know or have satisfactory evidence that DANIELLE BARBARA TETRAULT is the person who appeared before me, and said person acknowledged that said person signed this Prenuptial Agreement and acknowledged it to be said person's free and voluntary act for the uses and purposes mentioned in the instrument.

Dated 10/10/22

XAVIONTE JACKSON
NOTARY PUBLIC #22033476
STATE OF WASHINGTON
MY COMMISSION EXPIRES
10-08-26

Xavionte Jackson
(Signature of Notary)

Xavionte Jackson
(Legibly Print Name of Notary)
Notary public in and for the state of Washington
My appointment expires 10/08/2026

CERTIFICATION OF ATTORNEY**FOR****BART XAVIER PESTARINO**

I hereby certify that I am an attorney, duly licensed and admitted to practice in the State of Washington; that I have been retained by BART XAVIER PESTARINO (*Bart*); that I have advised and consulted with Bart in connection with his property and support rights and have fully explained to him the legal effect of the foregoing Agreement and the effect that it has upon any property or support rights he would otherwise obtain as a matter of law; and that Bart acknowledged that he fully understood the legal effect of the foregoing Agreement.

DATE: _____

Laura E. Hoexter WSBA #23246
Attorney for Bart Xavier Pestarino

**DECLINATION OF REPRESENTATION
BY
INDEPENDENT COUNSEL**

I, DANIELLE BARBARA TETRAULT (*Danielle*), hereby state the following:

1. I have been informed that I have the right to obtain the services of independent counsel of my choice in the course of the negotiations for and in the preparation of the Prenuptial Agreement entered into between myself and my fiancé, BART XAVIER PESTARINO (*Prenuptial Agreement*).
2. I have had ample opportunity to consult independent counsel and I have either done so or declined to do so.
3. I have made the decision to enter into this agreement of my own free will. I have not set a date for my wedding as of the time of the signing of this agreement and I am under no financial obligation to be married on any set date. I understand that I am under no time constraints to reach an agreement and if I am uncomfortable with any of the terms herein, I may continue to negotiate the terms of this Prenuptial Agreement, with no obligation to sign by any date.
4. I further acknowledge that I have read the Prenuptial Agreement, including Schedule III which is attached to the Prenuptial Agreement and I understand the contents of both the document and the Schedules.

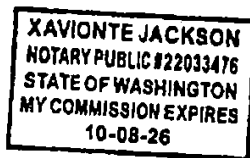
12/10/2022
DATE

Danielle
DANIELLE BARBARA TETRAULT

STATE OF WASHINGTON)
COUNTY OF Pierce) ss.

I certify that I know or have satisfactory evidence that DANIELLE BARBARA TETRAULT is the person who appeared before me, and said person acknowledged that said person signed this Instrument and acknowledged it to be said person's free and voluntary act for the uses and purposes mentioned in the Instrument.

Dated 12/10/2022



Xavionte Jackson
(Signature of Notary)
Xavionte Jackson
(Legibly Print or Stamp Name of Notary)
Notary public in and for the state of Washington
My appointment expires 10/08/2026

SCHEDULE III**SUMMARY OF PROPERTY RIGHTS
WITHOUT A MARITAL AGREEMENT**

You are about to execute an agreement (*Agreement*) that alters property rights that you would otherwise have. Some of the more important property rights of spouses under the laws of the State of Washington, some or all of which may have been altered by the Agreement, are as follows:

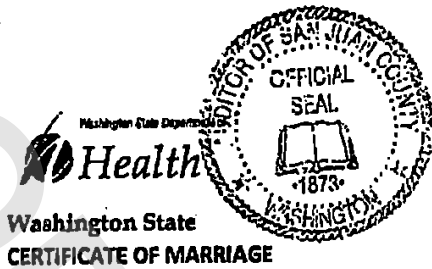
1. **Separate Property.** Property owned by either spouse at the time of marriage or acquired by either spouse after the marriage by gift, devise, or inheritance, together with the rents, issues and profits therefrom, is separate property and shall not be subject to the contracts and debts of the other spouse. Each spouse may manage, lease, sell, convey, encumber or devise by Will his or her separate property without the other spouse joining in such management, alienation or encumbrance, as fully and to the same effect as though he or she were unmarried. RCW 26.16.010, 26.16.020.
2. **Community Property and Quasi-Community Property.** All property acquired after marriage by either spouse (except separate property, as defined in paragraph (1) above) is either community property, if acquired while the spouses are domiciled in Washington, or quasi-community property, as discussed in paragraph (B) below.
 - (a) **Community Property.** Each spouse immediately owns an undivided one-half interest in all community property. Either spouse, acting alone, may manage and control community property, with the following exceptions:
 - (i) Neither spouse shall devise or bequeath by Will more than one-half of the community property, and neither spouse shall give away community property without the express or implied consent of the other spouse.
 - (ii) Neither spouse shall purchase, contract to purchase, sell, convey or encumber community real property without the other spouse joining in the execution of the contract to purchase, deed or other instrument affecting the community real property.
 - (iii) Each spouse is limited in his or her ability to create a security interest in community household goods.
 - (iv) Neither spouse shall acquire, purchase, sell, convey or encumber the assets, including real estate, or the good will of a business where both spouses participate in its management, without the consent of the other spouse. RCW 26.16.030.
 - (b) **Quasi-Community Property.** In general, quasi-community property rights arise when a married couple resides in a non-community property jurisdiction during most of the marriage and then moves to Washington, and the first spouse dies owning property that is legally separate property under Washington law but would have been community property if the spouses had resided in Washington when such property was acquired.

Quasi-community property is defined as all personal property wherever situated and all real property wherever situated, including leasehold interests (so long as the laws of the situs of the non-Washington real property provide that the laws of the decedent spouse's domicile control the rights of the surviving spouse in such real property), which was acquired by the deceased spouse while domiciled elsewhere and which would have been the community property of the deceased spouse and the surviving spouse if the deceased spouse had been domiciled in the State of Washington at the time the property was acquired. RCW 26.16.220. Upon the death of a spouse domiciled in the State of Washington, one-half of the quasi-community property shall belong to the surviving spouse and the other one-half shall be subject to disposition by the deceased spouse or shall descend in the manner provided for community property (i.e., shall pass to the surviving spouse under RCW 11.04.015(1)(a)). RCW 26.16.230. A surviving spouse shall have the right to recover transfers of quasi-community property made by the deceased spouse within three years prior to his or her death if the deceased spouse retained rights or power over such transferred property during his or her lifetime. RCW 26.16.240.

3. **Property Rights and Support Upon Separation or Dissolution.** In the event of a legal separation or dissolution of marriage, a Washington court has jurisdiction over all of the property of the parties and can enter an order apportioning both community and separate property and liabilities. The court shall make a just and equitable distribution of such property and liabilities, considering all relevant factors including but not limited to the nature and extent of the community property, the nature and extent of each party's separate property, the duration of the marriage, and the economic circumstances of each spouse, including the desirability of awarding the family home to the spouse having custody of any children. RCW 26.09.080. The court can also order spousal support or maintenance and can require either party to pay a reasonable amount to the other party for the costs, including reasonable attorney's fees, of maintaining or defending a dissolution proceeding. RCW 26.09.090, 26.09.140.
4. **Community Property Rights Upon Death.** Upon the death of either spouse, the decedent can dispose of his or her one-half of all community property, and the other one-half of the community property belongs to the surviving spouse. RCW 11.02.070.
5. **Intestate Succession.** If either spouse dies intestate (without a Will), the surviving spouse is entitled to all of the decedent's share of the net community estate. If the decedent is survived by any children, the surviving spouse is also entitled to one-half of the decedent's net separate estate. If the decedent has no surviving children but is survived by either of his or her parents, or by any descendant of his or her parents, the surviving spouse is entitled to three-quarters of the decedent's net separate estate. If the decedent is not survived by any children, parents, or descendants of parents, the surviving spouse is entitled to all of the decedent's net separate estate. RCW 11.04.015.
6. **Family Support Award.** Upon the death of either spouse, the surviving spouse (or the decedent's children) may petition a Washington court for an award from the decedent's property of the greater of \$125,000 or the median sale price of a single family residence in the decedent's county of residence for the preceding year. The award may be made from either the community or separate property of the decedent, but the court may not make the award unless the court finds that the funeral expenses, expenses of last sickness, and administration expenses have been paid or provided for. The court, in its discretion, and according to certain factors provided in the

statute, may also increase or decrease the amount of the award. For example, the award may be decreased if the recipient is entitled to receive other probate or non-probate property, including insurance, by reason of the death of the decedent. Property used to satisfy the award is immune from all debts existing at the decedent's date of death, provided, however, that if the property awarded is being purchased on contract or is subject to any encumbrance, for purposes of the award the property must be valued net of the balance due on the contract and the amount of the encumbrance and the property awarded will continue to be subject to any such contract or encumbrance; any award in excess of the basic award, whether of community property or the decedent's separate property, is not immune from liens for costs of certain recoverable medical expenses. RCW 11.54 and RCW 6.13.030.

7. **Right to Administer Community Property.** Regardless of whom the decedent's Will names as personal representative, the surviving spouse has the right to administer the community property, if he or she applies for appointment within 40 days after the death of the deceased spouse. If anyone else petitions for appointment as personal representative of the deceased spouse's estate within 40 days after the deceased spouse's death, the surviving spouse must be given notice of such petition. RCW 11.28.030.
8. **Rights of Omitted Spouse.** If a decedent's Will fails to name or provide for a spouse of the decedent whom the decedent marries after the Will's execution and who survives the decedent, the "omitted spouse" must receive a portion of the decedent's estate unless it appears either from the Will or from other clear and convincing evidence that the failure was intentional. RCW 11.12.095.
9. **Other Property Rights Upon Death.** On the death of either spouse, the survivor is entitled to such other and further rights in and to the property and the estate of the decedent as provided by the statutes of the State of Washington that are not referred to in this memorandum.



Washington State
CERTIFICATE OF MARRIAGE

COUNTY OF LICENSE	SAN JUAN
DATE VALID 12 05 2022	NOT VALID AFTER 01 31 2023

Marriage ceremony must be performed in the State of Washington.

State of Washington }
County of San Juan }

I, Milene Hanley, Auditor of San Juan County, State of Washington
do hereby certify the foregoing instrument is a true and exact copy
of the original as the same appears on file and of record in the
Auditor's Office.

Witness my hand and seal this 30th day of December, 2022

Auditor of San Juan County

By: Oren R. Combs
Deputy

Please type or print clearly in permanent black ink. State File Number

COUNTY AUDITOR <u>Milene Hanley</u>		DATE RECEIVED (MM/DD/YYYY) <u>DEC 30 2022</u>	
PERSON A CHECK ONE ☐ Bride ☒ Groom ☐ Spouse		PERSON B CHECK ONE ☒ Bride ☐ Groom ☐ Spouse	
LEGAL NAME BEFORE MARRIAGE (FIRST/MIDDLE/LAST) <u>BART XAVIER PESTARINO</u>		LEGAL NAME BEFORE MARRIAGE (FIRST/MIDDLE/LAST) <u>DANIELLE BARBARA TETRAULT</u>	
BIRTH NAME (IF DIFFERENT)		BIRTH NAME (IF DIFFERENT)	
☒ Male ☐ Female		☐ Male ☒ Female	
CURRENT RESIDENCE - STREET, CITY/TOWN <u>PO BOX 1377 ANACORTES</u>		CURRENT RESIDENCE - STREET, CITY/TOWN <u>PO BOX 1377 ANACORTES</u>	
COUNTY OF RESIDENCE <u>SKAGIT</u>	STATE OF RESIDENCE <u>WA</u>	COUNTY OF RESIDENCE <u>SKAGIT</u>	STATE OF RESIDENCE <u>WA</u>
DATE OF BIRTH (MM/DD/YYYY)	BIRTH STATE (IF NOT USA, PROVIDE COUNTRY) <u>CALIFORNIA</u>	DATE OF BIRTH (MM/DD/YYYY)	BIRTH STATE (IF NOT USA, PROVIDE COUNTRY) <u>CANADA</u>
MOTHER/PARENT BIRTH NAME <u>ROBIN HOPE BURKEY</u>		MOTHER/PARENT BIRTH NAME <u>BRIGITTE TETRAULT</u>	
FATHER/PARENT BIRTH NAME <u>FORTUNE ANGELO PESTARINO</u>		FATHER/PARENT BIRTH NAME <u>JAMES TETRAULT</u>	
MOTHER/PARENT BIRTH STATE (OR COUNTRY) <u>CT OF COLUMBIA</u>	FATHER/PARENT BIRTH STATE (OR COUNTRY) <u>CI</u>	MOTHER/PARENT BIRTH STATE (OR COUNTRY) <u>WA</u>	FATHER/PARENT BIRTH STATE (OR COUNTRY) <u>WA</u>
OFFICIANT			
I certify that the undersigned, by authority of license issued by the County noted above, did on this day join in lawful wedlock with their mutual consent in the presence of witnesses. In testimony whereof, witness our signatures:			
DATE OF MARRIAGE (MM/DD/YYYY) <u>12 16 2022</u>	COUNTY OF CEREMONY <u>San Juan</u>	TYPE OF CEREMONY (CHECK ONE) ☐ Religious ☒ Civil	DATE SIGNED (MM/DD/YYYY) <u>12 16 2022</u>
OFFICIANT'S ADDRESS (STREET, CITY, STATE AND ZIP CODE) PLEASE PRINT <u>135 Bonnie Brae Lane Eastsound, WA 98245</u>			OFFICIANT'S DAYTIME PHONE <u>360-298-0362</u>
OFFICIANT'S NAME (PRINT) <u>Walter Garcia</u>		OFFICIANT'S SIGNATURE <u>X [Signature]</u>	
WITNESS SIGNATURE <u>X [Signature]</u>		WITNESS SIGNATURE <u>X [Signature]</u>	
PERSON A SIGNATURE <u>X [Signature]</u>		DATE SIGNED (MM/DD/YYYY) <u>12 16 2022</u>	
PERSON B SIGNATURE <u>X [Signature]</u>		DATE SIGNED (MM/DD/YYYY) <u>12 16 2022</u>	

DOH/CHS DOS REV 12/2013

FORM VALID ON DECEMBER 6, 2013

2022-1202003
SAN JUAN COUNTY, WA

CERTIFIED COPY
SAN JUAN CO. AUDITOR