

JACKIE LACEY  
District Attorney  
DEANNE CASTORENA  
Deputy District Attorney  
Child Abduction Section  
211 W. Temple Street, 11<sup>th</sup> Floor  
Los Angeles, California 90012  
(213) 257-2220

CONFORMED COPY  
ORIGINAL FILED  
Superior Court of California  
County of Los Angeles

JUN 15 2016

Sherri R. Carter, Executive Officer/Clerk  
By: Nicholas Young, Deputy

Appearing Pursuant to Family Code §3455

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES

In Re the Application of:

Petitioner:  
MARIEKE VEKEMANS,

and  
Respondent:  
REED RANDOY

CASE NO.

BH010760

APPLICATION FOR WRIT OF  
HABEAS CORPUS AND ORDER  
Penal Code Section 1474 (Civil)

THE PEOPLE OF THE STATE OF CALIFORNIA, by Jackie Lacey, District  
Attorney of the County of Los Angeles, State of California, respectfully declare and certify:

That there is now in the custody of Respondent, REED RANDOY, the minor child,  
HUNTER RANDOY, born on April 10, 2012.

It is necessary that a Writ of Habeas Corpus be issued to adjudicate the proceedings  
brought pursuant to The Hague Convention on the Civil Aspects of International Child  
Abduction done at the Hague on 25 October, 1980, and to secure the presence of the minor  
child in court.

Wherefore, Petitioner requests the issuance of a Writ of Habeas Corpus directing

Respondent REED RANDOY, who has physical custody of the minor child, HUNTER  
RANDOY, bring the minor child to this court.

I declare under penalty of perjury that the foregoing is true and correct to the best of  
my knowledge and belief.

DATED: 5/19/2014

Respectfully submitted,

JACKIE LACEY  
District Attorney

By

  
DEANNE CASTORENA  
Deputy District Attorney

ORDER

The Clerk is directed to issue a Writ of Habeas Corpus returnable before the said  
Superior Court in Department 2 located at 111 North Hill Street, Room 215,  
Los Angeles, California on 7-12-16, at 10<sup>00</sup> A.M.

6-6-16  
DATED

  
JUDGE OF THE SUPERIOR COURT

MAREN E. NELSON



JACKIE LACEY  
District Attorney  
DEANNE CASTORENA  
Deputy District Attorney  
Child Abduction Section  
211 W. Temple Street, 11th Floor  
Los Angeles, California 90012  
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SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES

In Re the Application of:

Petitioner:  
MARIEKE VEKEMANS

and  
Respondent;  
REED RANDOY

CASE NO. *BH010760*

WRIT OF HABEAS CORPUS  
1474 Penal Code (Civil)

THE PEOPLE OF THE STATE OF CALIFORNIA, TO:

REED RANDOY

(Person or Agency detaining said minor)

You are hereby commanded to bring the minor child, HUNTER RANDOY, who is  
in your custody, power or restraint, before the Honorable MAREN E. NELSON, Judge of the  
Superior Court of the County of Los Angeles, State of California in Department Number 2,

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1 Located at 111 N. Hill Street, Room 215, Los Angeles, California on 7-12-16,  
2 at 1000 A, for proceedings concerning the said minor child and have with you this  
3 writ.  
4  
5  
6

7 Signed with the Seal of said Court,  
8 Clerk of the Superior Court,  
9 County of Los Angeles, State of California

10 By: **SHERRI R. CARTER**

11 Deputy

*Nicholas J. Young*  
Nicholas J. Young

12 Seal  
13 (Dated)

JUN 15 2016



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1 **INFORMATION RE SERVICE OF THIS WRIT**

2

3 Address where detained \_\_\_\_\_

4 Name of Person or Agency detaining minor \_\_\_\_\_

5 Full name of minor \_\_\_\_\_

6 Age \_\_\_\_\_ Weight \_\_\_\_\_ Sex \_\_\_\_\_ Height \_\_\_\_\_

7 Race \_\_\_\_\_ Eyes \_\_\_\_\_ Hair \_\_\_\_\_

8

9

10 **CERTIFICATE OF SERVICE**

11

12 I hereby certify that I received the above Writ on \_\_\_\_\_, 2013, and that I served the

13 same by:

14 \_\_\_\_\_ delivering said writ to \_\_\_\_\_

15 on \_\_\_\_\_ at \_\_\_\_\_

16 \_\_\_\_\_

17

18 **OR**

19

20 \_\_\_\_\_ by affixing it to a conspicuous place outside of the dwelling, house or place it is alleged

21 that said minor is confined.

22

23 By: \_\_\_\_\_

24 Los Angeles County District Attorney Investigator

JACKIE LACEY  
District Attorney  
DEANNE CASTORENA  
Deputy District Attorney  
Child Abduction Section  
211 W. Temple Street, 11<sup>th</sup> Floor  
Los Angeles, California 90012  
(213) 257-2220

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County of Los Angeles

JUN 15 2016

Sherri R. Carter, Executive Officer/Clerk  
By: Nicholas Young, Deputy

Appearing Pursuant to Family Code §3455

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES

In Re the Application of:

Petitioner:

MARIEKE VEKEMANS,

and

Respondent:

REED RANDOY.

) CASE NO. *BH010760*  
)  
)  
) NOTICE OF APPLICATION  
) FOR THE RETURN OF MINOR  
) CHILDREN UNDER THE HAGUE  
) CONVENTION ON THE CIVIL  
) ASPECTS OF INTERNATIONAL  
) CHILD ABDUCTION  
)  
)  
)

The District Attorney of Los Angeles County, hereby notifies the Court that an application for the return of HUNTER RANDOY to Canada has been filed with the United States Department of State, pursuant to the Hague Convention on the Civil Aspects of International Child Abduction (done at the Hague on 25 October, 1980, International Child Abduction Remedies Act, 22 U.S.C. §§ 9001 et seq.).

For the reasons set forth in the accompanying declaration and documents, the Los Angeles District Attorney, appearing pursuant to Family Code Section 3455, respectfully requests that the Court address the merits of said application as it is required to do under Article 16 of the Convention.

Pending a ruling on the Hague Convention application, the Los Angeles County

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1 District Attorney respectfully requests that this Court order:

2 (1) That HUNTER RANDOY not be removed from the State of California, County  
3 of Los Angeles, without the prior approval of the Court;

4 (2) That the District Attorney of Los Angeles County be kept informed at all times  
5 of the current address of said child;

6 (3) That any current United States passport for said child, and any other passport  
7 held on their behalf be surrendered to this Court forthwith;  
8

9  
10 DATED: 5/19/2016

Respectfully submitted,

JACKIE LACEY  
District Attorney

By

  
DEANNE CASTORENA  
Deputy District Attorney

JACKIE LACEY  
District Attorney  
DEANNE CASTORENA  
Deputy District Attorney  
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Appearing Pursuant to Family Code §3455

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES

In Re the Application of:

Petitioner:  
MARIEKE VEKEMANS,

and  
Respondent;  
REED RANDOY.

CASE NO. BH010760  
PETITION FOR RETURN OF  
MINOR CHILD TO PETITIONER  
UNDER THE HAGUE CONVENTION  
AND DECLARATION OF  
DEANNE CASTORENA

PREAMBLE

This petition is brought pursuant to The Convention on the Civil Aspects of International Child Abduction, done at the Hague on October 25, 1980 (Convention) and 22 U.S.C. section 90003(b), the International Child Abduction Remedies Act (ICARA). The Convention went into effect in the United States on July 1, 1988.

The objects of the Convention are:

Article 1(a): To secure the prompt return of child wrongfully removed to or retained in any Contracting State; and,

Article 1(b): To ensure that rights of custody and of access under the law of one Contracting State are effectively respected in the other Contracting States.

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This court has jurisdiction pursuant to 22 U.S.C. 9003, subdivision (a), which provides that “[t]he courts of the States and the United States district courts shall have concurrent original jurisdiction of actions arising under the Convention.” The Respondent, REED RANDOY, and the minor child are believed to be living in Los Angeles County.

## STATUS OF PETITIONER AND CHILD

The parents Petitioner, MARIEKE VEKEMANS, and Respondent, REED RANDOY, met in 2010 when they were both living in California. They had an on-again, off-again relationship. On August 4, 2011, the mother learned she was pregnant. The parents were married on September 27, 2011. Their marriage was troubled and the mother states that the father mishandled their money and failed to pay bills and taxes. They conceived one child, HUNTER RANDOY, date of birth April 10, 2012, born in California.

Petitioner has a right of custody to the minor child within the meaning of Articles Three and Five of the Convention. Rights of custody are governed by the Children's Law Reform Act R.S.O. 1990, CHAPTER C.12. A copy is attached hereto as **EXHIBIT A**. The minor child's habitual residence is Canada within the meaning of Article Three of the Convention immediately before his removal from Canada by Respondent. A true and correct copy of Petitioner's Hague application is attached as **EXHIBIT B**.

## WRONGFUL ABDUCTION OF THE MINOR CHILD BY RESPONDENT

According to the documents accompanying the application, the mother claims that the father had affairs and became emotionally, psychologically, and physically abusive. The mother indicates that she was always the child's primary caretaker, as the father worked long days as a commercial driver.

1 In January 2014, the father moved out of their apartment in West Hollywood and went to  
2 live on his boat in Redondo Beach. A couple of weeks later, he agreed to let the mother and  
3 child move to Canada. He was to remain behind to sell his boats and cars and then would move  
4 to Canada. The father agreed to help the mother with her living expenses in Vancouver. He  
5 borrowed some money from his family. They sold all of their furniture, got rid of one of their  
6 storage units, and found a place to stay in Vancouver. The mother and child flew to Vancouver  
7 on April 14, 2014. The father drove her car, filled with their belongings, from California to  
8 Vancouver. The mother states that the agreement to move to Canada was mutual, because the  
9 father intended to move there, they no longer had a shared home in California, and they had no  
10 plans to return to California.  
11

12 A month after arriving in Vancouver, the mother moved into a furnished apartment and she  
13 and the father signed a lease for what she describes as their family home at 668 Citadel Parade #  
14 2006, Vancouver, BC V6B 1 W6. They put their son on a waiting list to enroll in pre-school 16  
15 months hence. The mother began looking for work and she obtained Canadian citizenship for  
16 their son. During December 2014 and January 2015, the parents got along well, the father gave  
17 her access to their bank accounts, and the mother states that it seemed their marriage might  
18 work.  
19

20 In January 2015, the mother booked her first acting job. The father became jealous and  
21 their marital problems resumed. The mother claims that on February 28, 2015, the father  
22 assaulted her in front of their son, slamming her against the wall and choking her. Their  
23 marriage was over. The father was arrested in Canada for domestic violence and spousal abuse.  
24 He posted bail. The matter has not been resolved.  
25

26 On April 25, 2015, the mother and son flew to California for a short visit to seek medical  
27  
28

1 care from the mother's family doctor. They stayed at a friend's house and their son saw his  
2 father on weekends, staying with his father at a guest house belonging to his father's friend. The  
3 son became very ill for five weeks and could not return to Vancouver until he recovered.

4 On May 21, 2015, the father served the mother with divorce papers filed in Los Angeles  
5 (BD621137). The mother states that the father provided their Canadian address as the family's  
6 primary residence, and a UPS mailbox address – 13428 Maxella Ave. # 559, Marina del Rey,  
7 CA 90292, as a second "residence" for him and their son, even though their son had not lived in  
8 the United States for over a year.

9 Mother and son returned to Vancouver. The father paid their rent for June, 2015. He then  
10 cut her off financially, gave her less than 24 hours notice of an *ex parte* hearing in Los Angeles  
11 on June 5, 2015. She was unable to attend the hearing. She claims he falsely told the court that  
12 she had abducted their son, and led the court to believe that the child had been living with him in  
13 Marina Del Rey. The mother also States that the father claimed he was the domestic violence  
14 victim. The court gave the father temporary sole physical custody and ordered that their child be  
15 returned to California. The father then flew to Vancouver with the California order and tried,  
16 unsuccessfully, to have the mother arrested.

17 The mother attended a court hearing on June 26, 2015, in Los Angeles, and represented  
18 herself. In Court the mother claimed jurisdiction lay in Vancouver where the child had lived for  
19 14 months. On the same day, the mother filed for custody in Vancouver (see **EXHIBIT C**). In  
20 Los Angeles the Honorable Tamara Hall ordered the mother to return with the minor for a  
21 hearing on July 1, 2015. The mother returned to Los Angeles with their son for the hearing on  
22 July 1, 2015. The Court ordered that the mother not return to Vancouver with the child.  
23 Another hearing was set for July 31, 2015.

1 The mother states that this is when the father took their son. The mother says the father  
2 and paternal grandmother, Elaine Dotts, hired a nanny from Norway named Heidi Halvardsson,  
3 who entered the United States on a tourist visa because she is not permitted to work here. The  
4 nanny and the child stayed in a bedroom in the father's friend's guest house at 4207 Chase  
5 Avenue, Los Angeles, CA 90066. The father permitted the mother to see their son for only two  
6 hours at a park during July, 2015. The mother made a police report at the LAPD Pacific Patrol  
7 Division, claiming that the father was depriving her of her custodial rights.  
8

9 At the hearing on July 31, 2015, the mother was represented by attorney Anat Resnick.  
10 Attorney Resnick argued that Vancouver, Canada, has jurisdiction over custody issues.  
11 However, Judge Hall found that California is the home state of the minor and that the United  
12 States of America is the minor child's country of habitual residence. The court granted joint  
13 legal custody of the minor to both parents, and sole physical/primary physical custody of the  
14 minor to the father (see **EXHIBIT D**). The mother's position is that the California court lacked  
15 jurisdiction over custody, but because she could not afford to appeal that decision, and on the  
16 suggestion of her attorney, she opted to request the return of her child pursuant to the Hague  
17 Convention. The mother also states that neither the father nor the nanny have permitted her to  
18 speak to her son since November 15, 2015.  
19  
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1 Respondent retains the minor child from Canada within the meaning of Article Three of the  
2 Convention and continues to wrongfully retain the minor child in the United States.  
3

4  
5 Dated 5/19/2016

Respectfully submitted,

6 JACKIE LACEY  
7 District Attorney

8 By



9 DEANNE CASTORENA  
10 Deputy District Attorney  
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DECLARATION OF DEANNE CASTORENA

I, DEANNE CASTORENA, declare as follows:

1. I am a Deputy District Attorney for the Los Angeles County District Attorney's Office, and the Deputy-in-Charge of the Child Abduction Section.

2. Both this country and Canada are signatories to the Hague Convention, which requires all contracting states to establish central authorities to discharge the obligations of the treaty.

3. The United States Department of the State has designated the Governor of California, who in turn designated the Attorney General as the agency responsible for discharging Hague Convention obligations in the State of California. The Attorney General, in turn, has directed the local district attorneys to act under the Family Code in discharging Hague treaty obligations, including finding and returning abducted children to their country of habitual residence.

4. The Los Angeles County District Attorney's Office acts on behalf of the court in discharging its obligations under the Hague Convention. It takes no position regarding the custody dispute between the child's parents and does not represent any party to that dispute.

5. On or about January 21, 2016, my office was contacted by the State of California Department of Justice regarding the above-captioned matter. We received a Hague Convention application in which the Central Authority of Canada requested the United States Central Authority to locate and secure the return of HUNTER RANDOY to Canada following the Respondent's wrongful abduction of the minor child from Canada.

6. The Hague Convention is designed to secure the prompt return of child who has been abducted from his country of habitual residence or retained outside that country. It does not seek to settle disputes about legal custody rights, as these matters should be decided by the tribunals of the state of habitual residence.

1        7. The Hague Convention provides that the contracting state to which a child has been  
2 wrongfully removed shall order the return of the child forthwith if the following conditions are  
3 met: (1) that a child has been wrongfully removed or retained in breach of rights of custody  
4 attributed to a person under the law of the state in which the child is a habitual resident  
5 immediately before the removal or retention; (2) at the date of the commencement of the  
6 proceeding before the judicial or administrative authority of the contracting state where the child  
7 is found, a period of less than one year has elapsed from the date of the wrongful removal or  
8 retention.  
9

10        8. Pursuant to Article 16 of the Hague Convention, the court must make a determination  
11 as to whether the child that is the subject of a Hague Convention application must be returned to  
12 the country from which he or she was wrongfully removed before any decisions are made on the  
13 merits of the custody issues.  
14

15        Article 16 provides in full:

16                "After receiving notice of a wrongful removal or retention  
17 of a child in the sense of Article 3<sup>1</sup> the judicial or  
18 administrative authorities of the Contracting State to which  
19 the child has been removed or in which it has been retained  
20 shall not  
21  
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26        <sup>1</sup> Article 3– The removal or the retention of a child is to be considered wrongful where – (a) it is in the  
27 breach of rights of custody attributed to a person, an institution or any other body, either jointly or  
28 alone, under the law of the State in which the child was habitually resident immediately before the  
removal or retention; and at the time of removal or retention those rights were actually exercised, either  
jointly or alone, or would have been so exercised but for the removal or retention.

The rights of custody mentioned in sub-paragraph (a) above, may arise in particular by operation  
of law or by reason of a judicial or administrative decision, or by reason of an agreement having legal  
effect under the law of that State.

1  
2 decide on the merits of rights of custody until it has been  
3 determined that the child is not to be returned under this  
4 Convention or unless an application under this Convention  
5 is not lodged within a reasonable time following receipt of  
6 the notice.

7 I DECLARE UNDER PENALTY OF PERJURY that the foregoing is true and correct to the  
8 best of my knowledge and belief.

9  
10 DATED: 5-19-16, at Los Angeles, California

Respectfully,

11 JACKIE LACEY  
12 District Attorney

13 By

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15 DEANNE CASTORENA  
16 Deputy District Attorney  
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# EXHIBIT A

## **Children's Law Reform Act**

### **R.S.O. 1990, CHAPTER C.12**

#### **Custody and Access**

##### **Father and mother entitled to custody**

**20. (1)** Except as otherwise provided in this Part, the father and the mother of a child are equally entitled to custody of the child. R.S.O. 1990, c. C.12, s. 20 (1).

##### **Rights and responsibilities**

**(2)** A person entitled to custody of a child has the rights and responsibilities of a parent in respect of the person of the child and must exercise those rights and responsibilities in the best interests of the child. R.S.O. 1990, c. C.12, s. 20 (2).

##### **Authority to act**

**(3)** Where more than one person is entitled to custody of a child, any one of them may exercise the rights and accept the responsibilities of a parent on behalf of them in respect of the child. R.S.O. 1990, c. C.12, s. 20 (3).

##### **Where parents separate**

**(4)** Where the parents of a child live separate and apart and the child lives with one of them with the consent, implied consent or acquiescence of the other of them, the right of the other to exercise the entitlement of custody and the incidents of custody, but not the entitlement to access, is suspended until a separation agreement or order otherwise provides. R.S.O. 1990, c. C.12, s. 20 (4).

##### **Access**

**(5)** The entitlement to access to a child includes the right to visit with and be visited by the child and the same right as a parent to make inquiries and to be given information as to the health, education and welfare of the child. R.S.O. 1990, c. C.12, s. 20 (5).

##### **Marriage of child**

**(6)** The entitlement to custody of or access to a child terminates on the marriage of the child. R.S.O. 1990, c. C.12, s. 20 (6).

##### **Entitlement subject to agreement or order**

**(7)** Any entitlement to custody or access or incidents of custody under this section is subject to alteration by an order of the court or by separation agreement. R.S.O. 1990, c. C.12, s. 20 (7).

##### **Application for custody or access**

**21.** A parent of a child or any other person may apply to a court for an order respecting custody of or access to the child or determining any aspect of the incidents of custody of the child. R.S.O. 1990, c. C.12, s. 21.

# EXHIBIT B



## Province of British Columbia, Canada

**APPLICATION UNDER THE HAGUE CONVENTION  
ON THE CIVIL ASPECTS OF  
INTERNATIONAL CHILD ABDUCTION**

This is an application for **Return** of the child listed below.

<b>I. CHILD SUBJECT OF APPLICATION</b>			
<b>Child's name (Last, First, Middle)</b> Randoy, Hunter Samson		<b>Date of Birth</b> April 10, 2012	<b>Place of Birth</b> Los Angeles, California
<b>Address (at time of removal / retention or denial of access)</b>  668 Citadel Parade, #2006 Vancouver, British Columbia, V6B 1W6 Canada Tel: 604 424 9469		<b>Canadian SIN</b>	<b>Canadian citizenship Certificate #</b>  K1785444
<b>Address of child's current location</b>  3803 Esplanade #? Marina Del Rey, California 90292 USA		<b>Telephone number</b>  3107390335	<b>Citizenship</b>  USA/Canada
<b>Height</b>  3 ft 4 inches	<b>Weight</b>  35 lbs	<b>Hair Colour</b>  Blonde	<b>Eye Colour</b>  Blue
<b>II. APPLICANT (PERSON SEEKING RETURN OF / ACCESS TO CHILD)</b>			
<b>Name (Last, First, Middle)</b> Randoy, Marieke Vekemans		<b>Date of Birth</b> October 25, 1976	<b>Place of Birth</b> Caraquet, New Brunswick Canada
<b>Relationship to Child</b> Mother	<b>Citizenship(s)</b> Canada, USA, Belgium	<b>Canadian SIN</b> 503484321	<b>Passport</b> Country: Canada Number: QA957972
<b>Current address, telephone number, and email address:</b>  668 Citadel Parade #2006 Vancouver, BC V6B 1W6 Canada 3107096023 writetomarika@icloud.com		<b>Occupation:</b>  Actress/ acting coach	

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**Name, Address, and Telephone Number of Legal Advisor in British Columbia**

Brent Ellingson  
 Varty & Company Barristers and Solicitors  
 900 - 555 Burrard St.  
 Vancouver, British Columbia V7X 1M8  
 Fax: 604-443-5001  
 Phone: 604-684-5356  
 Cell: 604-999-7127  
 Email: bellingson@smartt.com

*Additional sheets may be attached*

**III. PERSON ALLEGED TO HAVE WRONGFULLY REMOVED OR RETAINED THE CHILD, OR WHO DENIED ACCESS TO THE CHILD**

<b>Name (Last, First, Middle)</b> Randoy, Reed Philip		<b>Date of Birth</b> August 4, 1970	<b>Place of Birth</b> Seattle, WA USA
<b>Relationship to Children</b> Father	<b>Citizenship(s)</b> USA	<b>Canadian SIN</b>	<b>Passport</b> Country: USA Number: ?
<b>Occupation, Name &amp; Address of Employer (if known)</b> Driver Quixote Studios 11473 Penrose St. Sun Valley, CA 91352 3238575050		<b>Known Aliases</b>	
<b>Current address, telephone number, and email address:</b> 3808 Esplanade #? Marina Del Rey, California 90292  Cell: 310-739-0335 Email: <a href="mailto:reedrandoy@yahoo.com">reedrandoy@yahoo.com</a>			
<b>Height</b> 5Ft 11 inches	<b>Weight</b> 225 lbs	<b>Hair Colour</b> Brown	<b>Eye Colour</b> Blue

**IV. TIME, PLACE, DATE AND CIRCUMSTANCES OF THE WRONGFUL REMOVAL / RETENTION OR DENIAL OF ACCESS**

When and how was the child removed or retained, or access denied? Tell your story fully.

Please see attached pages.

**V. FACTUAL AND LEGAL JUSTIFICATION FOR THE REQUEST**

For return applications - provide details to establish the child's place of habitual residence; and provide information and documents to establish that you had and were exercising a right of custody at the time of the removal or retention. For return and access applications - provide copies of any relevant court orders and/or agreements.

Please see attached pages.

**Supporting Documentation**

- YES British Columbia law/statute in force at time of alleged removal / retention
- YES Court Order in effect at time of alleged removal / retention or denial of access
- NO Legally binding Agreement
- YES Recent photos of child and other parent
- YES Child's Birth Certificate (required)
- YES Other: Please see attached page for the complete list of supporting documents

Are civil court proceedings currently in progress? Yes

If yes, please provide details:

1. Amended Notice of Family Claim, Supreme Court of British Columbia, Canada Vancouver Registry # E151794
2. Superior Court of the State of California, Los Angeles - Central District, Case No. BD621137

*Additional sheets may be attached*

**VI. PROPOSED ARRANGEMENTS FOR RETURN TRAVEL OF CHILD(REN), OR PROPOSED ACCESS**

I would like to pick up my son, with his passport and belongings a police station; the Pacific Patrol Division at 12312 Culver Blvd. Los Angeles, 90066.

**VII. OTHER PERSONS WITH ADDITIONAL INFORMATION RELATING TO THE WHEREABOUTS OF THE CHILD -- Preferably, in country of child's current location**

Name: Rebekah Sindoris (room mate)

Address: 3803 Esplanade, Unit  
#? Marina del Rey, CA 90292  
Telephone number: 310 709  
9339

Email address:  
rebekah@cornukopia.co  
m

Alana (last name?) (new

nanny?) Cell phone number:

310 866 6202

#### VIII. OTHER RELEVANT INFORMATION

I have the same beautiful home in Vancouver. Hunter has an adorable room I made to look like a treehouse when we first moved here. Hunter would have the same stable, comforting environment he has been accustomed to since relocating to Vancouver. All his toys are in the same place they were, his train set, his cars, his art supplies, his story books. Not a single thing has changed or is out of place since he was taken from me. My son is a Canadian citizen, he has health insurance in Canada, he is on several lists for preschool, and spots open up every few weeks. His friends all miss him. Hunter's life here is exactly the same.

I have amazing friends here and a wonderful support system and an exciting career. I can fully provide for my son financially, and give him the same lifestyle, environment and all the personal one on one time with me that he has always been accustomed to. I have excellent credit, and I stand to inherit a substantial amount of money in the next few months, so I will have an emergency fund, a college fund and the down-payment to buy a home in the next year or two.

Right now, Hunter lives with his father, sleeps in the same bed with his father, in a room that his rents from a room mate. Hunter only sees his father for a few hours on the weekends. Hunter has absolutely no contact with me, so he spends 5-6 days and nights a week with complete strangers.

A Hague Convention order for Hunter's return would restore Hunter's life to the way it was before his father filed for divorce. It would ensure that a custody action in Vancouver would continue, that the outcome would be in his best interest and that Hunter Randoy would be able to spend quality time with both his parents in a healthy, safe environment.

*Marieke V Randoy December 16, 2015*

Signature

*Marieke V Randoy*

Date

December 16, 2015

#### **IV. TIME, PLACE, DATE AND CIRCUMSTANCES OF THE WRONGFUL REMOVAL/RETENTION OR DENIAL OF ACCESS**

1. Hunter Randoy relocated from California (his birth place) to Vancouver, Canada in April 2014 with his mother, Marieke Randoy and his father, Reed Randoy, when he was 2 years old.
2. Vancouver, Canada is the "Home State" and habitual residence of Hunter Randoy (three years old), because that is where Hunter Randoy was living 13 months, prior to commencement of divorce proceedings.
3. Reed Randoy wrongfully removed Hunter Randoy from Vancouver, Canada, by misleading the US Court concerning Hunter's habitual residence and home state in US custody proceedings.
4. Hunter Randoy was wrongfully retained in California when the US court lacked jurisdiction in making a custody order under the UCCJEA, on July 31st, 2015.
5. Marieke Randoy is filing this application through the Hague Convention for the immediate return of Hunter Randoy, to his habitual residence of Vancouver, BC Canada, where Marieke Randoy commenced a custody action in the Vancouver, BC Superior Court on **June 26th, 2015**.

#### **Background:**

6. Reed Randoy and I, Marieke Vekemans Randoy met online in April 2010. We were both living in California.
7. At that time I worked for a TV producer and had my own production company on the side. I was producing and the host of a TV pilot, I also worked as an acting coach and actress.
8. Reed was and still is employed as a union driver for commercials and music videos.
9. Shortly after we met, in July 2010, Reed became a partner in my production company Ten and Two Productions, and helped me redo an edit of my TV pilot so it could air in China.
10. Reed continued to use my business entity as a loan out company. We soon began arguing about the way he used the business entity as a way to avoid paying taxes. Reed spent the extra 30 - 40 % of his untaxed income fixing up hobby cars and boats which he later would claim as business expenses. Reed went to live on his boat with his two dogs in Redondo Beach. I stayed in my West Hollywood cottage.
11. Reed's behaviour and misuse of the production company entity was a major cause for concern for me as I felt completely betrayed. I was worried that I would be held responsible for his misuse of company funds. A year later, in April 2011 after he failed to file taxes for the business entity, I broke off the relationship.
12. After the breakup in April 2011, Reed promised he would file an extension, and file and pay the taxes he owed that fall. Reed also decided to move off his boat and to a house in Redondo Beach and we started seeing each other again.
13. I found out I was pregnant on August 4, 2011. It was not a planned pregnancy. We had talked about marriage and children, but when I got pregnant it came as a shock and neither of us were emotionally prepared for it.
14. Two weeks after I found out I was pregnant, my mother died. I flew to Belgium for her funeral and to settle some of her affairs.
15. Reed and I got married on September 27, 2011 when I was about 13 weeks pregnant and moved in together.
16. In January 2012, Reed and I move to an apartment close to my sister, my doctors and the hospital in West Hollywood, where I delivered Hunter.
17. By January 2012, Reed had not dealt with the taxes, and he was ignoring two lawsuits against him because his pit bulls had bitten other dogs and a person. Our relationship was in turmoil. I no longer had my own money or a car, and this is when the spousal abuse really escalated. Reed did not let me have access to our bank accounts, he did not allow me to pay any of the bills, and my medical bills went to collections.
18. We argued constantly, because he refused to spend a dollar to prepare for our son's birth. Four weeks before my son was born, my friend helped me buy the very basic necessities.
19. Reed resented the fact that I had become dependent on him financially. I desperately wanted to leave him, but I had nowhere else to go.
20. Despite the fact Reed earned \$10,000 a month cash on average we lived paycheck to paycheck and were broke. When I needed money to buy groceries, he gave me very small amounts of money at a time.
21. Around February 2012, Reed filed our taxes but unbeknownst to me, left the LLC in my name, as a "sole member LLC" and the tax debt, in my maiden name. Without my knowledge, months later, he called the IRS, pretended he was me and worked out a payment plan to pay the back taxes from 2010, and 2011.
22. The day before my son was born, Reed threatened to "knock my head off" because I was stressed out about having no money and being trapped in this loveless marriage. He had refused to buy me a wedding band, because he didn't want to wear one himself.

23. I would find out later, what I often suspected, that during the first two years of marriage, he had numerous affairs. This behaviour has continued regardless of how many times he was caught.
24. I gave birth to my son via c-section at Cedars Sinai Hospital in Los Angeles on April 10, 2012. I was in the hospital for 4 days. During that time we fought constantly about the lack of money.
25. When I asked Reed how I was going to get home from the hospital, since we didn't have money for cab fare, and needed to bring Hunter home in a car seat, he told me that I would have to walk, called me names, grabbed a beer he left in the hospital fridge and slammed the hospital room door on his way out.
26. I desperately wanted to go back to Canada to my family, but I hadn't told them about any of the abuse I was going through and I was too ashamed and depressed and still hoped Reed would change.
27. The day I left the hospital, my sister drove me and Hunter home in her car that she bought a couple weeks earlier for \$500, so she could help drive me and my baby around. She also bought him a baby bed from a garage sale.
28. Later that night, Reed flew into a rage and punched the fridge so many times, he broke his hand. He told me it was better he punched the fridge than my face.
29. The first time he broke his hand was when he punched one of his pit bulls because she wouldn't get into her crate. He let 100 % of those medical bills (approximately \$10,000) go to collections the first time he broke him hand. Even though 90% would have been paid for by insurance, he failed to fill out a form where he would have to tell insurance what happened, and whether or not the injury happened at work.
30. After he broke his hand the second time, we borrowed my sisters car to go back to the hospital. When it was time to leave he couldn't pay the \$200 co-pay for the emergency room fee.
31. Reed had to stay home for a month. One night when Hunter cried, Reed got so angry he said that he should throw him against a wall to shut him up.
32. Reed would routinely get drunk and belligerent on Friday nights, so he could take off to his boat and block my number for days on end so he could party on his boat with his friends and other women. He often got violent and broke things. One incident in particular, he took about 5 glass baby bottles that were drying on the counter and smashed them against the walls. Hunter was further down the hall by the bedroom door so he didn't get hit with broken glass.
33. For the first 21 months of Hunter's life, Reed saw his son an average of 3 hours a week, at home while I cared for him, and while Reed watched sports.
34. Our marriage was a complete disaster. Reed kept me broke, paid all our bills late and was incredibly emotionally, psychologically and physically abusive. When Hunter was 9 months old he had a surgery to remove a hemangioma behind his ear. Reed's insurance paid the bulk of the medical bills for the surgery, but Reed let the co-pay for that surgery, \$500, go to collections in my name.
35. After Hunter was born, I started to make a little of my own money. I worked on three commercials, worked as an acting coach, and for a vocal coach, and got a small part of a settlement from a car accident when a drunk driver hit Reed's car. I could finally buy clothes, for Hunter and myself at second hand stores. I was able to visit my family in Toronto so they could meet my son, but Reed did not come with me. He has never met my family.
36. In January 2014, 3 months before moving to Vancouver, I found out about another one of Reeds affairs.
37. A few days later, when I was coaching a friend for an audition, Reed packed up all of his belongings and moved out of our apartment and went to live on his boat. He never moved back in.
38. A couple weeks later, after things cooled down, Reed agreed to let me move to Canada with Hunter so I could become financially self supporting and work as an actress and acting coach. He told me he would change his life and the way he spent his money and that he too wanted to be an actor. He promised that he would sell his boats and cars, work 8 days a month and move up to Canada with us, but first he would have to stay behind and sell all his "toys".
39. Reed agreed to help me with living expenses and came up with \$5000/month budget, so that we could have the same kind of home in Vancouver. I took care of our son 24/7/365. One way or another, whether we lived in Los Angeles or Vancouver, I was the parent who could take care of our son. Reed's job requires him to work 18 hours a day, and this does not permit him to spend time with our son on the days he works, or his "recovery" days when he needs to catch up on sleep. Reed also has a very active social life on his days off. Since Hunter was born I have always taken care of our son, 100% of the time. Reed only sees Hunter a few hours on weekends.
40. Reed borrowed more money from his family, we sold all our furniture, got rid of one of the storages, and found a 30 day furnished extended stay in Vancouver.
41. On or about April 14, 2014, I flew to Vancouver with our son who just turned 2 years old, and Reed drove my 2002 Prius that he had bought a few months earlier. He filled it to the ceiling with Hunter's and my belongings and drove from California to Vancouver.

42. When we decided to move to Vancouver, the decision was mutual. We no longer had a home in California. Reed stayed behind and continued to live on his boat.
43. We both knew that this was long term plan. The "plan" was for me to book work in Canada, and that Reed would soon follow and start working as an actor also.
44. There was no time frame for our plan. The move to Vancouver was for an indefinite period of time and we never made any plans to move back to California.
45. After a month in the extended stay condo in Vancouver, I found a furnished apartment that met all the criteria we wanted in a home, and on or around May 14th 2014, Reed and I signed a lease at what became our sole family home at: 668 Citadel Parade #2006 Vancouver, BC V6B 1W6.
46. We got on a waiting list for Hunter to start preschool 16 months later. We knew that it would take time for me to get a agent and for us to get settled in Vancouver. The plan was for me to start working full time as an acting coach, as soon as Hunter started preschool in September 2015.
47. For the first year in Vancouver, I got settled in Vancouver and made it our home. The first summer I made my son's room to look like a treehouse. I found him a wonderful home day care called "Sprout House", where Hunter made friends and played during the day. We have a play ground and a swimming pool in our building, we went to Maple Wood Farm at least once a month and Griffith Park for the miniature train rides and horse and carriage rides. I got a membership for the Vancouver Aquarium, took Hunter to the beach, community centers, the Central Library for Story Time and drop in indoor play centres when the weather was rainy and cold. Hunter and I had our routine of making dinner every night, bath-time, books, lullabies and bedtime every night.
48. I worked part time, got an agent and started auditioning for commercials and TV shows.
49. I got Hunter his Canadian citizenship certificate and his and my Canadian health insurance cards.
50. Reed continued to argue with me, mostly about our finances. However, it was mostly over text, so our son was not longer witnessing daily shouting matches, like he had when we had been living in Los Angeles.
51. Reed continued to block my calls on his days off, so he could party on his boats, and only came to visit once every 6-8 weeks for a few days, where he would fight with me viciously in front of our son.
52. Christmas 2014, and January 2015, we got along for a few weeks. Reed imported my Prius to Canada, agreed to renew his commitment to our plan and even let me have access to the bank accounts, so I could create a budget and plan to pay off our debts, and back taxes. It seemed like we could possibly make our marriage work.
53. Then in January 2015, I booked my first acting job in Vancouver. Reed became extremely jealous and the arguments continued. On or around two weeks later, Reed closed our joint account. He then gave me half the money he normally did, so I was unable to afford a sitter to go to auditions. My car broke down in January, and Reed didn't let me have the money to fix it until April.
54. On February 28, 2015 Reed Randoy assaulted me in front of our son. He slammed me against the wall and choked me. I thought he was going to kill me. He had threatened to throw me off our 20th floor apartment balcony, the previous time he visited. That was the final straw. Since the choking incident on front of our son, I have not been alone in a room with my husband. This was the catalyst for the complete irreversible breakdown and end of our marriage.
55. There was a warrant for Reed Randoy's arrest in Canada relating to that assault causing bodily harm, in the presence of a minor, and the ongoing domestic violence and spousal abuse (physical, emotional, psychological and financial abuse) I have endured during our 5 year relationship. I am asking for a "Peace Bond"/Criminal Protection Order under Section 810 from the Vancouver British Columbia Provincial Court Case file # 15-148606. (He has since been arrested, posted bail and a hearing is set for January 7th, 2016)
56. In April 2015, I was under so much stress financially I got very ill and decided to go back to California to see my family doctor who I've had for 12 years and get blood tests.
57. I flew back to California for a short trip with my son, Hunter Randoy, on or around April 25th 2015 and discovered that Reed had let Hunter's and my medical insurance lapse.
58. Since Reed still lived on his boat and we had nowhere else to stay, I stayed at a friends house with Hunter. Hunter slept on the couch and I slept on the floor in the living room.
59. Hunter went to see Reed on weekends, and stayed at Reed's friends guest house. Hunter got sick the first weekend with rota virus, and then reinfectd the following two weekends he went to see his father. Hunter became incredibly ill and was unable to travel. I was house-bound for 5 weeks at my friends place until Hunter was well enough to travel and return home to Vancouver.
60. Reed completely cut me off financially, barely gave me enough money to buy food and diapers. Hunter and I were miserable away from home and our comfy beds, my car and all our belongings and friends etc. Reed and I argued constantly.
61. On May 21st, 2015 Reed served me divorce papers by a process server.



62. On Reed's divorce petition and DECLARATION UNDER UNIFORM CHILD CUSTODY JURISDICTION AND ENFORCEMENT ACT, Reed Randoy listed 668 Citadel Parade #2006 Vancouver, BC V6B1W6 as our home address for all three of us since April 2014.
63. Even though Hunter had not lived in the United States for over a year, the second address Reed FALSELY listed as the "residence" of himself and Hunter, during that same period, was the UPS mailbox I had set up for us to forward all our US mail to before we relocated to Vancouver: 13428 Maxella Ave #559 Marina del Rey, CA 90292
64. A full week after I returned home to Vancouver with Hunter, Reed Randoy paid the rent for June 2015, Skyped with our son, hired an attorney, and launched into a full scale attack against me by abusing the judicial system in California.
65. In order to gain an unfair advantage in our divorce and custody action, Reed Randoy cut me off 100 % financially. He left me with \$18 dollars in my bank account, gave me less than 24 hours notice about an Ex-parte hearing he held on June 5th 2015, in Los Angeles, and did not permit me to attend the hearing. I asked him to let me fly to California with our son to attend the hearing, but he refused.
66. If I had been able to attend the hearing, Reed would not have been able to accomplish what he set out to do.
67. In his Ex Parte statement on **June 5th, 2015** Reed Randoy lied to a Los Angeles Superior court judge, got his mother to lie and his best friend to lie, and claimed that I had "abducted" our son from California and "fled" to Vancouver Canada after he served me with divorce papers. The truth is that I simply returned home after a short visit to California, to our SOLE FAMILY RESIDENCE in Vancouver, Canada.
68. Reed Randoy implied that my son had been living with him in Marina del Rey, California.
69. The truth is that the address he listed as the residence for himself and our son: 13428 Maxella Ave. #559 Marina del Rey, California 90212 was a UPS mail box. Reed had been living on a boat in Marina del Rey, since he moved out of our California home in January 2014, 3 months before he helped me and my son relocate to Vancouver, Canada, with the intention of following us up to Canada. My son did not go back to California before that brief trip to Los Angeles, over a year after we relocated to Vancouver, Canada.
70. Reed presented the court with false information, omitted details, twisted the truth, and cast doubt in the California judges mind regarding my mental state, and my ability to care for our child.
71. In Reeds Ex parte application, Reed began his campaign to cover up the domestic violence and implied that he was actually the victim and that I was the aggressor in all our arguments. He claimed that he broke his hand, not from punching the fridge, but from closing the door on it. However, I have video footage of the kitchen, where the dents in the fridge are clearly visible and you can see that the fridge opens up from the left side. Reed is right handed. He could not have possibly reached over with his left hand and slammed the fridge door with his right hand with enough force to break it and be off work for 30 days.
72. Reed implied that I was unstable, a flight risk, an unfit mother, unemployable and unable to care for my son. He claimed he has family in California that would help him raise our son, a stable job and an income that would ensure that our son went to a great school etc.
73. The truth is that for the first 3 years of our son, Hunter Randoy's life, I have stayed at home to care for our son since Reed works 18 hours a day during the week and parties on the weekend. The truth is that I have never been a flight risk, because I have a home in Vancouver and Reed Randoy had been my sole source of financial support, until he decided to cut me off the moment he served me with divorce papers in May 2015. — I wasn't going anywhere. I still live at the same address. The truth is that Reed Randoy knows that I am an amazing mother, and that my son is my life — he is the most important person in the world. He comes first. I have never gone out and partied on the weekends with my friends, I never spend money on myself. I want my son to have everything and make sure that he has an amazing childhood. The truth is that Reed has absolutely no family to help him in California. Reed Randoy's entire family live in Seattle, a 2 hour drive from our home in Vancouver. The truth is that I have an acting degree and years of experience in the entertainment business working for a TV producer, as an actress, acting coach and as a producer and host for my own documentary series that I developed a TV pilot for. When I met Reed I was driving a BMW, paid my taxes on time, and had been completely self supporting since I had left home when I was 16. I put myself through university. I took care of my mother before she died, and I am an incredibly attentive and loving mother to our now 3 year old son. Before the July 31st 2015 custody hearing in California, I had already enrolled my son in preschool in Vancouver, and paid for the first months tuition. He was to start school on August 19th, 2015. We had been on a waiting list for 13 different schools since we moved to Vancouver, Canada, 16 months earlier.
74. The truth is that my career as an actress and acting coach allows me to work while Hunter is in school during the day and I now earn enough to support us both on my own.
75. **Reed Randoy also made incredibly extreme and vindictive demands at the hearing. He wanted sole legal custody, that I be arrested and have to post bond and that I may have NO CONTACT with my son.**

76. Since I was not at the hearing and unable to defend myself against Reed's false allegations, the judge believed Reed Randoy's false information, and outright lies. She granted Reed temporary sole physical custody and ordered that my son Hunter be returned to California.
77. With the temporary court orders in hand, Reed then flew up to Vancouver, Canada and attempted to have me arrested for child abduction, and take my son from me with the assistance of the Vancouver police. The Vancouver police however, recognized that my son and I resided in Vancouver. The police told Reed they could not enforce his California temporary court orders and sent him on his way.
78. At the June 26th hearing in California, which was the continuation of the June 5th, 2015 "staged" Ex Parte hearing, I did not have money for an attorney. I was forced to represent myself at the hearing or risk the court issuing a warrant for my arrest for "child abduction". At the June 26th hearing, I tried to clear my name and prove to the judge that I had not kidnapped my son, and that we resided in our sole family residence in Vancouver, with Reed Randoy's knowledge and consent since April 2014, and that Vancouver, therefore had jurisdiction over initial child custody decisions. That same day, I had my Vancouver attorney file a custody action in the Supreme Court of Vancouver, British Columbia.
79. The Uniform Child Custody Jurisdiction and Enforcement Act, defines the word "state" as being the home state and habitual residence of the child, and that if the "home state" of the child was in a foreign country, that country would be treated as if it were a "state" of the United States of America.
80. I initiated a custody action in the Courts in Vancouver on June 26th, 2015, Reed Randoy was personally served with the Vancouver court papers in California, and the Vancouver custody action was read out loud by Reed's attorney, at the July 1st 2015 hearing in California. According to the UCCJEA, the fact my son was born in California and lived in California the first two years of his life has no bearing on where initial custody decisions must be made. The fact my son is a US citizen, and automatically obtained Canadian citizenship as his birth right, from being born to a mother with Canadian citizenship, also has absolutely no bearing on where initial custody decisions must take place. The Hague Convention defines the "home state" of the child to be nationality neutral. It doesn't matter that Hunter was born in the USA, or that he spent the first 2 years of his life in the USA. It doesn't matter that Hunter became a Canadian citizen. The only thing that matters is where HUNTER RANDOY RESIDED 6 MONTHS PRIOR TO THE CUSTODY ACTION. Both Canada and the United States are signatories to the Hague Convention for Child Abduction. The UCCJEA is taken word for word from the Hague convention, whose sole purpose is to ensure that child custody matters are always determined in the "home state" of the child, which is defined as the habitual residence of the child at least 6 months prior to commencement of custody proceedings. There is no question that Vancouver, Canada is the home state and habitual residence of my son Hunter Randoy, because that is where my son lived for 14 months prior to commencement of custody proceedings.
81. I did not violate the restraining order when I returned to our SOLE FAMILY HABITUAL RESIDENCE at 668 Citadel Parade, #2006 Vancouver BC Canada, after a brief visit to California where Reed Randoy lived on a boat and collected his mail at a UPS mailbox.
82. Reed Randoy by his own admission, signed under penalty of perjury, the divorce and UCCJEA custody documents, and listed our Vancouver residence as the home address for all three of us since April 2014. This is a full 13 months prior to serving me with his initial divorce and UCCJEA custody petition, where the summons and restraining order are attached. I complied with the restraining order by returning to the address listed as our home address on all the divorce and custody documents Reed Randoy served me. Vancouver, Canada is my child's home state and habitual residence. I had no money, no car, no place to live in California. My son's home, all of our furniture and belongings, and the car that Reed had imported to Canada, were all at our SOLE family residence in Vancouver. At the time I returned to our home in Vancouver, Reed Randoy was still living on his boat in Marina del Rey and there was nowhere else for me to stay with our son in California.
83. After the brief hearing on June 26th, the judge ordered me to return to California for a hearing 5 days later with my son. The judge reversed the orders where she had given Reed Randoy temporary sole custody, at the June 5th Ex-parte, and gave me temporary sole custody so that I could obey her orders.
84. I obeyed the judges orders and returned to California with my son for a hearing on **July 1, 2015**. Once again I did not have an attorney. The judge then vacated all previous orders, and made one more order: That I may not return to our home in Vancouver with my son. The judge then set another hearing for July 31st, 2015 and gave instructions that both sides must argue their side for who has jurisdiction. This is when Reed Randoy took our son.
85. Months before Reed Randoy served me with divorce papers, he and his mother, Elaine Dotts (who lied at the Ex parte hearing when Reed accused me of kidnapping) found a woman named Heidi Halvardsson who looks very much like me, from Norway, online, and promised her a job as a nanny. After the July 1st, 2015 custody hearing, Elaine Dotts (a travel agent), flew Heidi Halvardsson from Norway to Los Angeles on



- a tourist VISA and instructed her to tell immigration that she was "just visiting" since she is not legally allowed to work in the United States.
86. This woman, Heidi Halvardsson, was brought in to replace me as Hunter's full time caregiver. Reed Randoy violated Immigration laws, by hiring this woman. He violated California labor laws because not only did he seek out this woman from another country and make false promises to her, he only paid her "room, board and a little bit of money". Reed Randoy did not provide her with a private room. Reed was living in a one bedroom guest house and forced my son to sleep with this "nanny" in the same bed every night.
  87. The guest house was located in the back yard of the friend James Campbell who lied under oath at the June 5th ex-parte hearing, in order to bolster Reed Randoy's false accusations that I had "kidnapped" my son.
  88. During the 31 days prior to the July 31st hearing, James Campbell and Reed Randoy threatened to charge me with trespassing if I came anywhere near the home at: 4207 Chase Ave. Los Angeles, California 90066.
  89. For the entire month of July, 2015 (during the 31 days prior to the next hearing) Reed only permitted me to see my son for 2 hours at a park. Reed works during the week and did not want me to meet the nanny, because he did not want me to ask the nanny about her legal status, her references, previous child care experience, qualifications, criminal background check etc. All things I have always required as a parent from anyone I hire to care for my child.
  90. On July 15th, 2015 I went to the Los Angeles Police Department, Pacific Patrol Division and spoke with Officer Gan, badge number #37078. I filed a report (Incident # 4822) because Reed Randoy, James Campbell and Heidi Halvardsson were depriving me of my custodial rights of access to my son. The police told me that they couldn't help me because the California judge had vacated her orders, which meant that I no longer had temporary sole custody of my son. Without court orders, there was nothing the police could do to help me see my son.
  91. At the July 31st 2015 hearing, which was in response to Reed Randoy's initial Ex -Parte hearing on June 5th, 2015, I had attorney Anat Resnik present. She argued that Vancouver, Canada has jurisdiction over child custody matters because as outlined in the Hague Convention and in the Uniform Child Custody Jurisdiction and Enforcement Act, the California court could not take jurisdiction because my son had not lived in California at least 6 months prior to commencement of proceedings. She maintained, that according to California Family Law (UCCJEA) the child's habitual residence is in Vancouver, Canada because that is where he lived for over a year prior to commencement of proceedings.
  92. The California judge granted Reed Randoy sole physical custody of our son. She granted us joint legal custody of our son, and made orders that said that I may speak to my son via Skype every night between 6-7pm, and that I may visit him on weekends. The judge did not give a reason for granting Reed Randoy full physical custody, other than the fact I lived in Canada and he lived in California. The judge stated that she had jurisdiction over custody matters because our son was born in California. **My attorney and I believe that the judge acted without jurisdiction under US law in making these orders.**
  93. After the July 31st custody hearing in California, my attorney Anat Resnik informed me that I had only two options to appeal the judges decision. Option #1 would be to hire a law firm that specializes in appeals. That would cost a \$40,000 retainer ( \$55,000 Canadian dollars) and \$600/an hour (\$800/hour Canadian dollars). I have been completely wiped out financially, over \$30,000 in debt defending myself against kidnapping allegations and arguing that Jurisdiction is in Canada so an appeal with Option #1 is not possible.
  94. My California Attorney advised me that my only other option #2 would be to apply to the Hague Convention for an order for my son's return to his habitual residence in Canada, where I may then continue the custody action I initiated in my son's home state of Vancouver, Canada.
  95. On November 21, 2015 Reed Randoy was arrested at the Vancouver airport. He posted bail the next day and was released from jail on November 23rd and returned to Customs and Immigration. The bail conditions include that Reed Randoy may not contact me directly or indirectly, and he may not come anywhere near my home or work. A hearing is set for January 7th, 2016 where the prosecutor will be asking him to voluntarily enter into a Peace Bond.
  96. Reed Randoy was released from jail November 23rd 2015.
  97. Reed and his nanny have not permitted me to speak to my son since November 15th, 2015. Before that, Reed Randoy only permitted me to speak to my son a few times a month.
  98. At this time I do not know where my son lives, or who takes care of him. I am not permitted to speak to him.
  99. I am respectfully asking for temporary sole physical custody of my son Hunter Randoy, pending the outcome of the custody action in Vancouver, Canada where the Superior Court of Vancouver, BC will determine the outcome of this custody case.

## AUTHORIZATION TO ACT

I hereby authorize the British Columbia central authority and the United States of America central authority under the Hague Convention on the Civil Aspects of International Child Abduction, and their agents, to act on my behalf and to do all things reasonable and necessary in connection with my application for return of or access to my child(ren), including disclosing personal information contained in or relating to this application to other agencies or authorities, whether located within or outside Canada.

Dated this 6 day of January, 2016.

### WITNESSED BY:

)  
Signature of witness

Print name of witness

ALISHA CAMPBELL)

Address of witness

15730 92 Ave Surrey B.C.)  
V4N 2X1 Canada.

  
Signature of applicant



# STATE OF CALIFORNIA

## CERTIFICATION OF VITAL RECORD

COUNTY OF LOS ANGELES • REGISTRAR-RECORDER/COUNTY CLERK

### CERTIFICATE OF LIVE BIRTH STATE OF CALIFORNIA USE BLACK INK ONLY

1201219030732

LOCAL REGISTRATION NUMBER

STATE FILE NUMBER		LOCAL REGISTRATION NUMBER	
THIS CHILD	1A NAME OF CHILD - FIRST <b>HUNTER</b>	1B MIDDLE <b>SAMSON REED</b>	1C LAST <b>RANDOY</b>
	2 SEX <b>MALE</b>	3A THIS BIRTH, SINGLE, TWIN, ETC <b>SINGLE</b>	3B IF MULTIPLE, THIS CHILD 1ST, 2ND, ETC <b>-</b>
PLACE OF BIRTH	4A DATE OF BIRTH - MM/DD/CCYY <b>04/10/2012</b>	4B HOUR - 24 HOUR CLOCK TIME <b>1336</b>	
	5A PLACE OF BIRTH - NAME OF HOSPITAL OR FACILITY <b>CECARS SINAI MEDICAL CENTER</b>	5B STREET ADDRESS - STREET AND NUMBER OR LOCATION <b>8700 BEVERLY BLVD.</b>	
FATHER/PARENT	5C CITY <b>LOS ANGELES</b>	5D COUNTY <b>LOS ANGELES</b>	
	6A NAME OF FATHER/PARENT - FIRST <b>REED</b>	6B MIDDLE <b>PHILIP</b>	6C LAST <b>RANDOY</b>
MOTHER/PARENT	7 BIRTHPLACE - STATE/COUNTRY <b>WA</b>	8 DATE OF BIRTH - MM/DD/CCYY <b>08/04/1970</b>	
	9A NAME OF MOTHER/PARENT - FIRST <b>MARIEKE</b>	9B MIDDLE <b>PETRA ELISE</b>	9C LAST - BIRTH NAME <b>VERREMANS</b>
INFORMANT AND BIRTH CERTIFICATION	10 BIRTHPLACE - STATE/COUNTRY <b>CANADA</b>	11 DATE OF BIRTH - MM/DD/CCYY <b>10/25/1976</b>	
	12A PARENT OR OTHER INFORMANT - SIGNATURE <i>[Signature]</i>	12B RELATIONSHIP TO CHILD <b>FATHER</b>	
LOCAL REGISTRAR	12C DATE SIGNED - MM/DD/CCYY <b>04/14/2012</b>	13A ATTENDANT/CERTIFIER - SIGNATURE AND DEGREE OR TITLE <i>[Signature]</i>	
	13B LICENSE NUMBER <b>A061618</b>	13C DATE SIGNED - MM/DD/CCYY <b>04/18/2012</b>	
13D TYPED NAME, TITLE AND MAILING ADDRESS OF ATTENDANT <b>ANTHONY CHIN, MD, 415 N. CRESCENT DR., BEVERLY HILLS</b>		14 TYPED NAME AND TITLE OF CERTIFIER IF OTHER THAN ATTENDANT <b>JORGE JACOBO, SUPV</b>	
15A DATE OF DEATH - MM/DD/CCYY	15B STATE FILE NO. - STATE USE ONLY	15C LOCAL REGISTRAR - SIGNATURE <i>[Signature]</i>	17 DATE ACCEPTED FOR REGISTRATION - MM/DD/CCYY <b>04/23/2012</b>

000032

This is to certify that this document is a true copy of the official record filed with the Registrar-Recorder/County Clerk.

*Dean C Logan*  
DEAN C. LOGAN  
Registrar-Recorder/County Clerk

JUL 17 2012



\* 001702348 \*

This copy not valid unless prepared on engraved border displaying the Seal and Signature of the Registrar-Recorder/County Clerk.

PSNCO (REV) 07/11







*Certificate of Canadian Citizenship      Certificat de Citoyenneté canadienne*

*The Minister of Citizenship and Immigration  
herby certifies and declares that*

*Le ministre de la Citoyenneté et de l'Immigration  
certifie et déclare par la présente que*

**HUNTER SAMSON REED RANDOY**

*is a Canadian citizen and, as such, is entitled to  
all the rights and privileges and bears all the  
responsibilities, obligations and duties of a  
Canadian subject.*

*est citoyen(ne) canadien(ne) et, à ce titre, jouit de tous  
les droits et privilèges d'un sujet canadien et assume  
l'ensemble des responsabilités, obligations  
et devoirs qui lui incombent.*



2012/04/10

K1785444

*Signature*

*Minister of Citizenship and Immigration  
Ministre de la Citoyenneté et de l'Immigration*

000033

**OATH OF CITIZENSHIP**

I swear (or affirm)  
That I will be faithful  
And bear true allegiance  
To Her Majesty Queen Elizabeth the Second  
Queen of Canada  
Her Heirs and Successors  
And that I will faithfully observe  
The laws of Canada  
And fulfil my duties as a Canadian citizen.

**SERMENT DE CITOYENNETÉ**

Je jure (ou j'affirme solennellement)  
Que je serai fidèle  
Et porterai sincère allégeance  
À Sa Majesté la reine Elizabeth Deux  
Reine du Canada  
À ses héritiers et successeurs  
Que j'observerai fidèlement les lois du Canada  
Et que je remplirai loyalement  
Mes obligations de citoyen canadien.

This certificate is evidence that the person named hereon is a Canadian citizen.

Le présent certificat atteste que la personne ci-nommée est un/e citoyen/ne canadien/ne.

**DESCRIPTION - SIGNALEMENT**

Certificate no.: K1785444  
N° de certificat :

UCI: 92528689  
IUC :

Family name: RANDOY  
Nom de famille :

Given name(s): HUNTER SAMSON REED  
Prénom(s) :

Date of birth (yyyy/mm/dd): 2012/04/10  
Date de naissance (aaaa/mm/jj) :

Sex: MALE  
Sexe :

Effective date of citizenship (yyyy/mm/dd): 2012/04/10  
Date d'entrée en vigueur de la citoyenneté (aaaa/mm/jj) :

Certificate no.:   
N° de certificat :

Date of birth:   
Date de naissance :

Note: Please do not laminate this document.

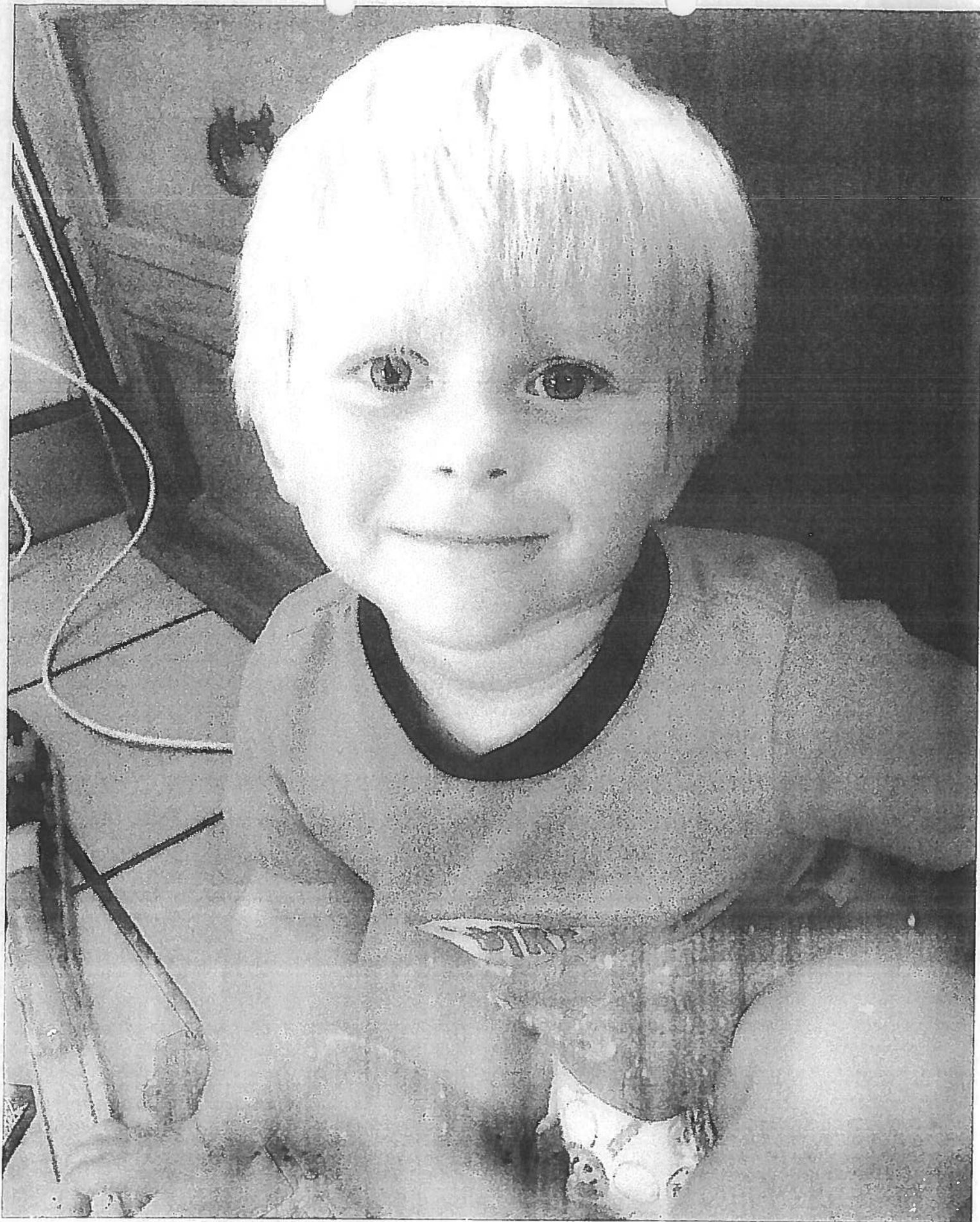
Note : Veuillez ne pas laminer ce document.

**000034**



000035





000036

From: Ten And Two [marika.tenandtwo@gmail.com](mailto:marika.tenandtwo@gmail.com)  
Subject: Fwd: AIR TICKET NUMBER & AIRLINE CONFIRMATION. BOOKING #20923271  
Date: April 14, 2014 at 10:58 AM  
To: Marika Taylor [marikataylor@me.com](mailto:marikataylor@me.com)

TA

Sent from my iPhone

Begin forwarded message:

From: [tic@onetravel.com](mailto:tic@onetravel.com)  
Date: April 4, 2014 at 2:54:04 PM PDT  
To: [marika.tenandtwo@gmail.com](mailto:marika.tenandtwo@gmail.com)  
Subject: AIR TICKET NUMBER & AIRLINE CONFIRMATION. BOOKING #20923271



Dear Marieke V Randoy,

Thank you for choosing [OneTravel.com](http://OneTravel.com) !

**OneTravel.com**

#### Booking Receipt

Please print and keep this receipt.

Please do not respond to this e-mail! This email is intended for notification purposes.

[Click here to see your itinerary online »](#)

[Click here to print your itinerary »](#)

[Click here to see your itinerary on mobile »](#)

#### Customer Information

Traveler: **Marieke Vekemans Randoy** Email: [marika.tenandtwo@gmail.c...](mailto:marika.tenandtwo@gmail.com) Phone: **310-709-6023**  
Booking #: **20923271** Booked on: **Fri, Apr 04, 2014**

#### Trip Summary

##### Flight Summary

From:  
Los Angeles, CA, US (LAX)

Depart:  
Tue, Apr 15, 2014  
11:35 am - 02:23 pm (Nonstop)

Airline Confirmation:  
Westjet Airlines : SDMQRJ

To:  
Vancouver, BC, CA (YVR)

[Select Seats](#)

Traveler Name	Ticket Number	Meal Preference	Special Request
Randoy, Marieke Vekemans (Adult)	8387360916168 E-Ticket	Any meal	—
Randoy, Reed (Adult)	8387360916169 E-Ticket	Any meal	—
Randoy, Hunter Samson (Child)	8387360916170 E-Ticket	Any meal	—

Disclaimer: All special requests, meal preferences, seat requests are not guaranteed. You must contact your airline to confirm that they have received this request and confirmed it.

000037



reconfirm that they have received this request and confirmed it.

## Flight Booking Details

### Purchase Travel Protection (Recommended)

**Your ticket is non-refundable.**

**Add Travel Insurance, secure your investment.**

Cancellations, Delays, Lost Baggage,

Accidents - Death/Dismemberment - up to \$100,000 [Learn more »](#)

**Total price: US\$ 44.85**

## Add Protection to My Trip

**Booking Number:** 20923271

### Departing Flight - Tuesday, Apr 15, 2014



Westjet Airlines

**Flight 1697**

BOEING 737 800 JET

Airline confirmation: SDMQJR

**From**

**Los Angeles (LAX)**

**11:35am - Apr 15, Tue**

**To**

**Vancouver (YVR)**

**02:23pm - Apr 15, Tue**

**Nonstop**

**Coach**

[Select Seats](#)

**Flight Duration:** 2hr 48min

**Total Trip Time:** 2hr 48min

**Baggage Fees :** Most airlines now impose baggage fees. Please click the [Baggage and Carry On Fees](#) link for complete details and click to check [fare rules](#).

**Please note:** As Airlines have frequent schedule changes, please call the Airline 24 hours before departure to reconfirm your flight details. [Airline Phone Numbers](#)

Your ticket is **NON-REFUNDABLE**. For any changes to dates or routing, please call our Customer Service. These changes may have airline penalty and our fees. Some flights may be completely NON CHANGEABLE even with an airline penalty.

**Passport / Visa :** For international travel, all passengers must be in possession of valid travel documents such as ticket, passport, visas, transit visas, Schengen Visas and all other entry permits. Your passport must be valid for 6 months after your return date. While sometimes we may be able to assist with visa and passport information, it is solely the responsibility of the passenger(s) to arrange for all documents needed to enter the country you are traveling to, or passing through in transit.

- [US Passport Holder Information](#)
- [Canadian Passport Holder Information](#)
- [Other Passport Holder](#)

### Add Car / Hotel to Your Booking

[Save up to 50% on Hotels. Click here to check rates.](#)

[Check special Car Rental rates in Vancouver. Rates starting at only \\$ 13 per day.](#)



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### Price Details (USD)

#### Flight Price Details

Traveler Type

Ticket Price

Tax & Fee Breakdown

Total

000038

2 Adult/s	US\$ 129.00	US\$ 20.67	US\$ 299.34
1 Child/ren	US\$ 129.00	US\$ 20.67	US\$ 149.67
<b>Insurance Fee:</b>			Declined



**Charged on Credit Card - Visa - \*\*\*\*4496** **Subtotal:** US\$ 449.01

**Total Cost:** **US\$ 449.01**

**Please Note:**

- All fares are quoted in USD.
- Please print and keep this receipt. Your credit card may be billed in multiple charges totaling the above amount.
- Some airlines may charge [baggage fees](#).

**Terms & Conditions**

**Flight Booking Terms & Conditions**

**IMPORTANT NOTE:** All Tickets will be automatically issued and are non-refundable, if you do not receive an email with ticket # information, please contact us to get the Ticket #s or call the Airline to receive ticket # information, **IN NO CASE WILL TICKETS BE REFUNDABLE**, even if not utilized.

**NOTE:** If it is a third party credit card, you may receive a phone call and email from our customer service department asking to verify this transaction before the tickets can be issued. A Third party credit card is when the Traveler is not the Card Holder.

**Advice to Travelers**

To receive our emails in your inbox and not in your spam box, please add this email in your address book [onettravel@onettravelspecials.com](mailto:onettravel@onettravelspecials.com)

**Domestic USA flights (50 United States):**

- Re-confirm flight schedules, departure times, seats, and any special requests **24 hours** prior to departure in all directions.
- Recommended check-in time is at least 2 hours prior to flight departure.

**International Flights:**

- Re-confirm flight schedules, departure times, seats, and any special requests **72 hours** prior to departure in all directions.
- Recommended check-in time is at least **3 hours** prior to departure time.

**Special note:** The airline reserves the right to deny boarding to passengers that do not check-in or arrive at the departure gate in adequate time. Please check with the airline for times. Also, certain cities vary for check-in times as well. Should the airline deny boarding, in such a case, no compensation will be awarded either by the airline or OneTravel.

Please either visit the airline website or contact the airline by telephone for reconfirmation and check-in rules:

[Airline Phone Numbers](#)

**Code-share Partners** - Please review your flight information on your itinerary for any code-share flights. It is a good idea when reconfirming your flight, be sure ask about where to check in at to ensure you arrive at the correct departure gate. ( **For example** - Your itinerary may indicate a British Airlines flight #, but the flight may be operated by American Airlines, so you will need to appear at the American Airlines departure gate. This too must be confirmed by the airline).

**Travel Documents:**

- **Passports:** Please have valid passport for each passenger with open pages prior to departure. Most

000039

countries also require that your passport be valid for 6 months beyond your final trip date.

- **Visas:** Passengers are responsible for any Entry/Transit Visa requirements to all countries in your itinerary. This means your connection airport may require a transit Visa for the change of planes in that country. It is your responsibility to review your itinerary carefully for such airport changes and other flight details.
- **Health Documents:** Select countries require health documents prior to entry. Please check with each country you are visiting or traveling through to ensure you have the proper vaccinations and any required health documents prior to departure.
- Please visit these website for further information:
  - U.S. Passport Applications, Travel Health/Immunizations, Travel Tips <http://www.travel.state.gov/>
  - U.S. Travel and Transportation Regulations/ Restrictions [www.dhs.gov/](http://www.dhs.gov/)
  - Entry/Documentation Requirements for Foreign Travel,
  - List of Embassies <http://www.usembassy.gov/>
- \* **Print the 3-1-1 for Carry Ons** as required by the TSA [Transportation Security Administration] - [click here](#).

#### **Ticket Issuance:**

- All fares and rules are subject to change prior to ticket issuance. However infrequently, should the fare or rules change, we reserve the right to notify you of any changes within 3 business days. In instances like these, OneTravel will bear the cost up to but not to exceed \$25.00. You reserve any right to not purchase this ticket, and your reservation will be cancelled without any billing your credit card.
- When the reservation information remains the same the ticket will be issued. At the time of ticketing you are bound by the rules, regulations and restrictions of the purchased ticket(s). Your credit card will be billed and is non-refundable.
- Most airlines require electronic tickets. In some cases electronic tickets cannot be issued per the reservation or airline; at this time a paper ticket will be issued and a shipping fee will be charged.
- **Changes:** All tickets are non refundable and non changeable. Some tickets where Changes may be permitted are subject to penalties and fare differential based on whether the change will be for dates and/or routing. In order to determine the total applicable fees, you must provide us with new dates and/or routing. There may be fare differential as well as Airlines' and our fees that apply in order to process changes to your itinerary. For assistance you may contact us at our 24/7 toll free call center- 1 866 883 0908. We do not guarantee final processing of any changes as they are subject to many factors beyond our control such as fare and seat availability and other factors. Most tickets have restrictions and may not be changeable even with a fee.
- **Travel Insurance :** If you selected to add **Trip Insurance** to your flight ticket purchase, the payment of your insurance policy will be processed immediately upon the submission of your order thereof. Please [Click here](#) , to review the detailed description of your insurance coverage. For questions about your coverage, or to file a claim, or inquire about the status of an existing claim (only if you purchased insurance on or after January 16, 2009) contact Seven Corners at **(877) 444-5013** use Plan Code - **NWT200901** . This number is valid for insurance related questions only.

#### **Rules and Regulations:**

- Please read the rules and regulations of this reservation as additional details and information will be provided.
- All tickets are non-transferable and name changes are not permitted. Please be sure that the names are spelled properly to avoid any delays or increase in cost. OneTravel does not take any responsibility for misspelled names.

After a ticket(s) is issued all OneTravel service fees are non-refundable.

#### **Charge Authorization, Your Electronic Signature Copy**

I, Marieke V Randoy , have read the Terms and Conditions and I understand that this fare is non-refundable. I agree to pay a total amount of USD 449.01 (Credit Card Number:\*\*\*\*4496) for this purchase. I understand this is to serve as my legal signature.

Thank you for using "[OneTravel.com](http://OneTravel.com)".

If you need any assistance, please call us at **212-478-0335** or email us at [tlc@onetravel.com](mailto:tlc@onetravel.com)  
Has your experience with CheapOair been a positive one? Has any agent provided exceptional customer service? We would enjoy hearing from you [compliment@onetravel.com](mailto:compliment@onetravel.com)

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000041





Protection Property Marketing  
& Management Realty Ltd.(Ltd)  
1111 W. Hastings Ave. Vancouver BC V6H 1H7  
Tel: 604 328 2900 (T) 1 866 542 5270 (F)  
info@protectpm.com / www.protectpm.com

# APPLICATION FOR TENANCY

OFFICE USE  
DATE  
BY  
FA  
PM

Reference # Suite# Address of Rental

	2009	602 Citadel Parade
--	------	--------------------

Term (At least 12 months) Included in rent Occupancy Desired

1 year	Water, appliances	
--------	-------------------	--

## APPLICANT

First Name	Last Name	Middle	Date of Birth (dd mm yyyy)	Drivers license #
Reed	Randoy	P	8/4/70	CA-A8920827
House Phone	Work Phone	Cell #	Email Address	
	323-960-9191	310-739-0335	reedrandoy@yahoo.com	

## CURRENT ADDRESS

5359 San Vicente Blvd, #111			City	Prov.	
			Los Angeles	CA	
From Date	To Date	Contact	Phone #	Term (lease - m.m)	Rental amount
1/1/12	4/22/14	Joe	323-931-3232	1 yr	1435.00

Do you want us to call this reference  
if not please explain.

Y / N  
☒ Y ☐ N

Reason for moving

Relocating to Canada to work in the Entertainment buisness.

Have you ever been late with your rent- Y / N  
if Yes, please explain

☐ Y ☒ N

## PREVIOUS ADDRESS (if you lived at your current address less than 3 yrs)

2016 Vanderbilt Ave, #3			City	Prov.	
			Redondo Beach	CA	
From Date	To Date	Contact	Phone #	Term (lease - m.m)	Rental amount
1/1/08	12/31/11	Micki Olsen	310-874-8131	1yr	2400.00

Do you want us to call this reference  
if not please explain.

Y / N  
☒ Y ☐ N

Reason for moving

Relocating

Have you ever been late with your rent- Y / N  
if Yes, please explain

☐ Y ☒ N

000042



## Residential Tenancy Branch

# Residential Tenancy Agreement

#RTB-1

### Important Notes:

The Residential Tenancy Branch (RTB) is of the opinion that this Residential Tenancy Agreement accurately reflects the Residential Tenancy Act (RTA) and accompanying regulations. The RTB makes no representations or warranties regarding the use of this Agreement. A landlord and tenant may wish to obtain independent advice regarding whether this agreement satisfies their own personal or business needs. For the rental of a manufactured home and a manufactured home site under a single tenancy agreement, use this agreement form. For the rental of a manufactured home site use the Manufactured Home Site Tenancy Agreement.

The words tenant and landlord in this tenancy agreement have the same meaning as in the Residential Tenancy Act (RTA), and the singular of these words includes the plural. In this tenancy agreement, the words residential property have the same meaning as in the RTA. Residential property means a building, a part of a building or related group of buildings, in which one or more rental units or common areas are located; the parcel or parcels on which the building, related group of buildings or common areas are located; the rental unit and common areas and any other structure located on the parcel or parcels.

**HOW TO COMPLETE THIS FORM ELECTRONICALLY:** If you are accessing this agreement form from the B.C. Government Web site, it can be printed and completed by hand (*print clearly, using dark ink*) or filled out while at the computer workstation—simply type your responses in the boxes. If you cannot complete all the sections at the computer right away, you can print off what you have completed and fill in the remaining fields by hand. Note, you cannot save the completed form to your computer, therefore, after you complete the form, make sure you review the form for accuracy and print the number of copies you require before you leave the document or shut down the program/computer.

IF ADDITIONAL SPACE IS REQUIRED TO LIST ALL PARTIES, complete and attach Schedule of Parties (#RTB-26)

RTB-26 used & attached: ☒

## RESIDENTIAL TENANCY AGREEMENT between: (use full, correct legal names)

the LANDLORD(S): (if entry for landlord is a business name, use the 'last name' field box to enter the full legal business name)

LIAN	DANIEL
last name	first and middle name(s)
last name	first and middle name(s)

and the TENANT(S):

RANDOLY	MARIELE VOLEMAN
last name	first and middle name(s)
RANDOLY	DEAD, PHILIP
last name	first and middle name(s)

ADDRESS OF PLACE BEING RENTED TO TENANT(S) (called the 'rental unit' in this agreement):

2006	668 CHADEL PARADE	VANCOUVER	B.C.	V6B-1W6
unit	address	city	province	postal code

ADDRESS FOR SERVICE of the ☐ landlord ☐ landlord's agent:

unit	address	city	province	postal code

604	770-8626	604	653-5519		
daytime phone number		other phone number		fax number for service	

000043

#### 4. SECURITY DEPOSIT AND PET DAMAGE DEPOSIT

##### A. Security Deposits

The tenant is required to pay a security deposit of \$

825.

by

28

day

April

month

2014

year

##### B. Pet Damage Deposit ☒ not applicable

The tenant is required to pay a pet damage deposit of \$

by

day

month

year

##### 1) The landlord agrees

- that the security deposit and pet damage deposit must each not exceed one half of the monthly rent payable for the residential property,
- to keep the security deposit and pet damage deposit during the tenancy and pay interest on it in accordance with the regulation, and
- to repay the security deposit and pet damage deposit and interest to the tenant within 15 days of the end of the tenancy agreement, unless
  - the tenant agrees in writing to allow the landlord to keep an amount as payment for unpaid rent or damage, or
  - the landlord applies for dispute resolution under the Residential Tenancy Act within 15 days of the end of the tenancy agreement to claim some or all of the security deposit or pet damage deposit.

##### 2) The 15 day period starts on the later of

- the date the tenancy ends, or
- the date the landlord receives the tenant's forwarding address in writing.

##### 3) If a landlord does not comply with subsection (1), the landlord

- may not make a claim against the security deposit or pet damage deposit, and
- must pay the tenant double the amount of the security deposit, pet damage deposit, or both.

##### 4) The tenant may agree to use the security deposit and interest as rent only if the landlord gives written consent.

#### 5. PETS

Any term in this tenancy agreement that prohibits, or restricts the size of, a pet or that governs the tenant's obligations regarding the keeping of a pet on the residential property is subject to the rights and restrictions under the Guide Animal Act.

#### 6. CONDITION INSPECTIONS

- In accordance with sections 23 and 35 of the Act [condition inspections] and Part 3 of the regulation [condition inspections], the landlord and tenant must inspect the condition of the rental unit together
  - when the tenant is entitled to possession,
  - when the tenant starts keeping a pet during the tenancy, if a condition inspection was not completed at the start of the tenancy, and
  - at the end of the tenancy.
- The landlord and tenant may agree on a different day for the condition inspection.
- The right of the tenant or the landlord to claim against a security deposit or a pet damage deposit, or both, for damage to residential property is extinguished if that party does not comply with section 24 and 36 of the Residential Tenancy Act [consequences if report requirements not met].

#### 7. PAYMENT OF RENT

- The tenant must pay the rent on time, unless the tenant is permitted under the Act to deduct from the rent. If the rent is unpaid, the landlord may issue a notice to end a tenancy to the tenant, which may take effect not earlier than 10 days after the date the tenant receives the notice.
- The landlord must not take away or make the tenant pay extra for a service or facility that is already included in the rent, unless a reduction is made under section 27 (2) of the Act.
- The landlord must give the tenant a receipt for rent paid in cash.
- The landlord must return to the tenant on or before the last day of the tenancy any post-dated cheques for rent that remain in the possession of the landlord. If the landlord does not have a forwarding address for the tenant and the tenant has vacated the premises without notice to the landlord, the landlord must forward any post-dated cheques for rent to the tenant when the tenant provides a forwarding address in writing.

## 1. APPLICATION OF THE RESIDENTIAL TENANCY ACT

- 1) The terms of this tenancy agreement and any changes or additions to the terms may not contradict or change any right or obligation under the Residential Tenancy Act or a regulation made under that Act, or any standard terms. If a term of this tenancy agreement does contradict or change such a right, obligation or standard term, the term of the tenancy agreement is void.
- 2) Any change or addition to this tenancy agreement must be agreed to in writing and initialed by both the landlord and the tenant. If a change is not agreed to in writing, is not initialed by both the landlord and the tenant or is unconscionable, it is not enforceable.
- 3) The requirement for agreement under subsection (2) does not apply to:
  - a) a rent increase given in accordance with the Residential Tenancy Act,
  - b) a withdrawal of, or a restriction on, a service or facility in accordance with the Residential Tenancy Act, or
  - c) a term in respect of which a landlord or tenant has obtained a dispute resolution officer's order that the agreement of the other is not required.

## 2. LENGTH OF TENANCY (please fill in the dates and times in the spaces provided)

This tenancy starts on:

15 MAY 2014  
day month year

Length of tenancy: (please check a, b or c and provide additional information as requested)

This tenancy is:

☐ a) on a month-to-month basis

☒ b) for a fixed length of time: 1 Year (-5 months) ending on: 30 May 2015  
length of time day month year

At the end of this fixed length of time: (please check one option, i or ii)

☒ i) the tenancy may continue on a month-to-month basis or another fixed-length of time

☐ ii) the tenancy ends and the tenant must move out of the residential unit  
If you choose this option, both the landlord and tenant must initial in the boxes to the right.

Landlord's Initials	Tenant's Initials

☐ c) other periodic tenancy as indicated below:

☐ weekly ☐ bi-weekly ☐ other:

## 3. RENT (please fill in the information in the spaces provided)

a) Payment of Rent:

The tenant will pay the rent of \$ 1650 each (check one) ☐ day ☐ week ☒ month to the landlord on the first day of the rental period which falls on the (due date, e.g., 1st, 2nd, 3rd, ..., 31st) 1st day of each (check one) ☐ day ☐ week ☒ month subject to rent increases given in accordance with the RTA.

The tenant must pay the rent on time. If the rent is late, the landlord may issue a Notice to End Tenancy to the tenant, which may take effect not earlier than 10 days after the date the notice is given.

b) What is included in the rent: (Check only those that are included and provide additional information, if needed.)  
The landlord must not terminate, or restrict a service or facility that is essential to the tenant's use of the rental unit as living accommodation, or that is a material term of the tenancy agreement.

<input checked="" type="checkbox"/> Water	<input checked="" type="checkbox"/> Stove and Oven	<input checked="" type="checkbox"/> Window Coverings	<input type="checkbox"/> Storage
<input type="checkbox"/> Electricity	<input checked="" type="checkbox"/> Dishwasher	<input type="checkbox"/> Cablevision	<input checked="" type="checkbox"/> Garbage Collection
<input type="checkbox"/> Heat	<input checked="" type="checkbox"/> Refrigerator	<input type="checkbox"/> Laundry (free)	<input type="checkbox"/> Parking for <input checked="" type="checkbox"/> vehicle(s)
<input checked="" type="checkbox"/> Furniture	<input type="checkbox"/> Carpets	<input type="checkbox"/> Sheets and Towels	<input type="checkbox"/> Other: <span style="border: 1px solid black; display: inline-block; width: 100px; height: 1.2em; vertical-align: middle;"></span>
<input type="checkbox"/> Additional Information: 2 FBS/KEYS			



## 17. ADDITIONAL TERMS

- a) Write down any additional terms which the tenant and the landlord agree to. Additional terms may cover matters such as pets, yard work, smoking and snow removal. Additional pages may be added.
- b) Any addition to this tenancy agreement must comply with the Residential Tenancy Act and regulations, and must clearly communicate the rights and obligations under it. If a term does not meet these requirements, or is unconscionable, the term is not enforceable.

c) Attached to this tenancy agreement, there ☐ is ☐ is not an Addendum

If there is an Addendum attached, provide the following information on the Addendum that forms part of this tenancy agreement:

Number of pages of the Addendum:

Number of additional terms in the Addendum:

By signing this tenancy agreement, the landlord and the tenant are bound by its terms.

LANDLORD(S): (if entry for landlord is a business name, use the 'last name' field box to enter the full legal business name)

last name: CHAN first and middle name(s): DANIEL

Signature: 

Date: April 27, 2014

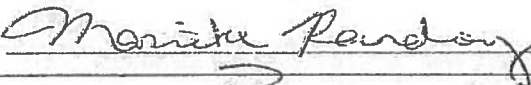
last name: first and middle name(s):

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

TENANT(S):

last name: RANDOY first and middle name(s): MARIEKE VEKENANS

Signature: 

Date: April 27, 2014

last name: Randoy first and middle name(s): Marieke Vekenans

Signature: 

Date: April 27, 2014

### General Information about Residential Tenancy Agreements

**Important Legal Document** – This tenancy agreement is an important legal document. Keep it in a safe place.

**Additional Terms** – Any additional terms cannot contradict or change any right or duty under the RTA or this tenancy agreement.

**Amendment of the RTA** – The RTA or a regulation made under the RTA, as amended from time to time, take priority over the terms of this tenancy agreement.

**Condition Report** – The landlord and tenant are required to inspect the residential unit together at the beginning and end of the tenancy and complete a written condition report. If the landlord allows the tenant to have a pet after the start of the tenancy, an inspection report must be done on the day the tenant starts keeping a pet or on another day mutually agreed to by the landlord and tenant, unless the tenancy started on or after January 1, 2004, and a condition inspection report was completed at that time. A report may describe any damage, how clean each room is, and the general condition of the residential unit including: the floors, carpets, appliances, and paint on the walls. The report must be signed and dated by both the landlord and the tenant who made the inspection, and each should keep a copy.

**Change of Landlord** – A new landlord has the same rights and duties as the previous one and must follow all the terms of this agreement unless the tenant and new landlord agree to other terms.

**Resolution of Disputes** – If problems or disagreements arise, the landlord and tenant should try to talk to each other to find a solution. If they still cannot agree, either may contact the Residential Tenancy Branch for clarification of their rights and responsibilities or an intervention. If no agreement is reached, a landlord or a tenant may apply for a dispute resolution to get a decision. Many, but not all, kinds of disagreements can be decided by dispute resolution.

### FOR MORE INFORMATION

RTB Website: [www.rto.gov.bc.ca](http://www.rto.gov.bc.ca)

Public Information Lines: 1-800-665-8779 (toll free) 604-660-1020 250-387-1602

From: Reed Randoy reedrandoy@me.com  
Subject: Canada List  
Date: May 12, 2014 at 4:12 PM  
To: marikataylor@me.com

RR

Canada List

-Cancel casting

-Mail add name: hunter

- Updated birth certificate for Hunter
- Belgian passport for Hunter
- Canadian passport and citizenship for Hunter
- Apply for permanent residence for Reed
- Change of address for the bank
- Change of address for my LLC.com
- Change of address for IRS
- Change of address for SAG
- Change of address for bank accounts
- Change of address all payroll company for both Reed and Marika
- Do mail forwarding post office for Marika Taylor Marika Vekemans Marika Randoy Towne and Gia Productions Hunter Randoy and Reed Randoy
- Inform the notary in Belgium of my new mailing address
- Change of address on Reed's drivers license and Marika's drivers license
- Change of address or motion picture industry health plan
- Change of address for the teamsters union
- Change of address for the whole family and friends
- New mailing labels
- Create a UPS account for Robin so she can ship the painting
- Empty out Colorado storage
- Close out Colorado storage account
- Pay robyn for her service
- Take everything out of storage here and reorganize and re pack and label what you want to keep
- Get new smaller unit and move everything into that unit
- Sell what can be sold and give the rest away to friends and charity.
- Close out the storage account on Venice blvd.
- Move the power boat to Jim's garage and close out that storage

-Sell boxing workout stuff

Sell boom tube

Sell sound kit bag

Sell fan

-Get hunter new shoes at consignment store and bring in puzzles and books and nice clothes that are too small as trade in

This week: may 5-11

Daycare 68 x5 = \$340

Casting workbook = \$100?

One year Show fax subscrip= \$68

Nexus pass = \$50?

Computer cord= ?

Variety.com =

Hollywood reporter.com =

Fix boots =

Fix sunglasses =

Next Week: may 12-18

Rent = \$825

Parking for first 3.5 months = \$350

Daycare= \$340

Done:

-Cancel Att

-Sell couch if possible or give away

-Sell book shelves

Dermatologist appt

-Renew all my prescriptions for three months supply

000047

Renew all my prescriptions for three months supply  
-Notarized letter giving permission for Hunter to live in Canada  
-Headshots retouch  
-Headshots print  
-Sell cabinet

Reed  
SAG/AFTRA-399

310-739-0335

"Ninety feet between bases is perhaps as close as man ever come to perfection." Red Smith

!pura vida!

"When would 'now' be a good time to start making your dreams come true?"

000048

**From:** Marika Taylor [marikataylor@me.com](mailto:marikataylor@me.com)  
**Subject:** Fwd: Childcare waitlist application  
**Date:** April 27, 2014 at 2:12 PM  
**To:** Reed Philip Randoy [reedrandoy@yahoo.com](mailto:reedrandoy@yahoo.com)

MT

Sent from my iPhone

Begin forwarded message:

**From:** Vancouver Society of Children's Centres [info@vsocc.org](mailto:info@vsocc.org)  
**Date:** April 23, 2014 at 9:59:13 AM PDT  
**To:** 'Marika Taylor' [marikataylor@me.com](mailto:marikataylor@me.com)  
**Subject:** RE: Childcare waitlist application

Dear Marieke,

Thank you for your waitlist application.

We will process your application with your waitlist date of April 23, 2014

Please allow 7-10 business days for the processing to be complete.

What happens next:

- . You can contact us to inquire about your waitlist number
- . When spaces become available, we contact parents by phone or email in priority sequence

As a reminder, please find attached information on "how child care spaces are offered."

Thank you for your interest in VSOCC.

If you have any questions, please do not hesitate to contact us.

Thank you.

VSOCC Administration Office  
Vancouver Society of Children's Centres  
200-1362 Seymour Street, Vancouver BC, V6B 3P3  
Tel: 604-718-6555  
Fax: 604-718-6565  
[www.vsocc.org](http://www.vsocc.org)

-----Original Message-----

**From:** Marika Taylor <mailto:marikataylor@me.com>  
**Sent:** April 23, 2014 2:19 AM  
**To:** [info@vsocc.org](mailto:info@vsocc.org)  
**Subject:** Childcare waitlist application

Attn: admin office

Attached please find a completed waitlist application for my 2 year old son Hunter Randoy.

Thank you!  
All my best,  
Marieke Randoy



### How Child Care Spaces Are Offered (How the waitlist works)

Our waitlist is not "first come - first serve".

Generally, we use these steps to offer spaces. Exceptions for some centres are detailed on the bottom of this page.

**Enrolment date:** the date that your child first started in a VSOCC program

**Waitlist date:** the date that your child first came onto the waitlist

(Note: If there are 2 children who have the same waitlist or enrolment date, the oldest child will be offered the space first.)

#### Infants

(3 months - 18 months)

#### Toddlers (14 months - 36 months)

#### School Age

(Kindergarten - Grade 7)

000049

### Group 3-5 Preschool (3 years - school age)

#### Junior K (4 years old - school age)

Infant spaces will only be offered to children for whom we can guarantee a Toddler space in the same centre using the following priorities:

1. Children who are currently enrolled in the same centre where the space is vacant
2. Siblings currently enrolled in a VSOC program who wish to transfer to the centre where the infant space is vacant
3. Children who are currently enrolled in another VSOC infant program who wish to transfer to the centre where the space is vacant

The enrollment date is used to determine which child in #1 - #3 above gets offered the space first

If there is no child that meets the first 3 priorities then spaces are offered using the waitlist date as follows:

4. Children who have a sibling enrolled at the centre where the space is vacant
5. Children who have a sibling enrolled in another VSOC centre
6. Children of a VSOC staff person
7. All other children: First, to those living in the local neighbourhood; Second, to those living in the other downtown neighbourhoods; Third, to those living outside of the downtown

\*Exceptions are made for siblings

When a space becomes available in a toddler, group 3-5, preschool or Junior K program, we use the following priorities:

1. Children who are currently enrolled in the same centre where the space is vacant
2. Siblings currently enrolled in a VSOC program who wish to transfer to the centre where the space is vacant
3. Children who are currently enrolled in other VSOC programs who wish to transfer to the centre where the space is vacant
4. Children who have had to leave VSOC because of a lack of available space in this age group when they needed it

The enrollment date is used to determine which child in #1 - #4 above gets offered the space

If there is no child that meets the first 4 priorities then spaces are offered using the waitlist date as follows:

5. Children who have a sibling enrolled at the centre where the space is vacant
6. Children who have a sibling enrolled in another VSOC centre
7. Children of a VSOC staff person
8. All other children: First, to those living in the local neighbourhood; Second, to those living in the other downtown neighbourhoods; Third, to those living outside of the downtown

To be eligible for these programs, children must be enrolled in Elsin Roy Elementary School.

When a space becomes available in the school age programs, we use the following priorities:

1. Children who are currently enrolled who have a sibling already enrolled in the school age program where the space is vacant
2. Children who are currently enrolled in any VSOC program
3. Children who have had to leave VSOC because of a lack of available space in this age group when they needed it

The enrollment date is used to determine which child in #1 - #3 above gets offered the space

If there is no child that meets these 3 priorities, then spaces are offered using the waitlist date, as follows:

4. Children who have a sibling enrolled at the centre where the space is vacant
5. Children who have a sibling enrolled in another VSOC centre
6. Children of a VSOC staff person
7. All other children: First, to those living in the local neighbourhood; Second, to those living in the other downtown neighbourhoods; Third, to those living outside of the downtown

#### Exceptions to the Local Neighbourhood Priorities

**Bayshore Garden Children's Centre:** a child who lives in the Bayshore Gardens Development (1816/1850/1880/1710/1717/ 1777/1790 Bayshore Dr. or 581 Cardero St.) has priority for spaces after children currently enrolled in the Centre.

**Dorothy Lam & Quayside Children's Centres:** a child whose parents live or work in the Concord Pacific Area (see map) will have a higher priority than those not living/working in the area.

**Shaw Tower Children's Centre:** a child whose parents live or work in Shaw Tower (1067 or 1077 W. Cardero St.) has priority for spaces after children currently enrolled in the Centre.

From: Kimberly Su [kimberlys@vsocc.org](mailto:kimberlys@vsocc.org)  
Subject: Acceptance letter & registration forms - Hunter Randoy  
Date: July 21, 2015 at 3:22 PM  
To: [marikalaylor@me.com](mailto:marikalaylor@me.com), [reedrandoy@me.com](mailto:reedrandoy@me.com)

KS

Dear Marieke and Reed,

We are pleased to offer a child care space for your child at WEST Village.

### **STEP 1**

To confirm your child's enrolment, please:

1. Sign the **Child Care Space Acceptance Letter and Security Access System & Parking Pass Order Form** and fax them back to 604-718-6565 or scan/email back to me within 24 hours.
2. Complete the **Fee Payment Form**, choosing one of the payment options, and email, fax, drop-off or mail the appropriate information to us within 3 business days.
  - For pre-authorized debit customers, you can fax or scan your Fee Payment Form and a copy of a void cheque.
  - For cheque customers, send 6 post-dated cheques (dated the 1<sup>st</sup> of each month). Be sure to also include a cheque for \$10 for the membership fee (per family) and \$50.00 for child registration fee (per child).

Fax: 604-718-6565

Drop-off/Mailing Address:

Vancouver Society of Children's Centres

200 – 1362 Seymour Street, Vancouver, BC, V6B 3P3

Note: lower income families may be eligible for a Provincial Government Child Care Subsidy, please follow this link for information: <http://www.mcf.gov.bc.ca/childcare/application.htm>

3. Complete our online **demographics survey** at:  
[https://www.surveymonkey.com/s/Demographics\\_2015-2016](https://www.surveymonkey.com/s/Demographics_2015-2016)

We use the demographic information collected from the survey to apply for funds, to plan for new services and to report on funding that we have received.

Your responses are confidential and your identity will be kept anonymous.

**NOTE: If we don't receive the items in #1 & #2 above by the deadlines, your enrolment will not be confirmed and we will offer the space to another family.**

### **STEP 2**

The Program Supervisor will contact you shortly to arrange an **orientation meeting** at the centre.

Before coming for the meeting, please:

1. Read the "**Licensed Child Care Programs Family Handbook**" (attached)
2. Complete and sign the **Child Care Registration Forms**.

Please bring the following items to your orientation:

1. The completed **Child Care Registration Forms** and **Four 4"X6"** recent photographs of your child (Head shots). These will be used for your child's cubby and for your child's file in case of emergencies.

Note: These items are required by the BC Child Care Licensing Regulations; therefore, if any of these items are missing / incomplete, your child will not be allowed to start in our program.

If you have any questions, please do not hesitate to contact me.

Regards,

000051



**Kimberly Su**  
Clerical Assistant  
Vancouver Society of Children's Centres  
Phone: 604 718 8244  
Fax: 604 718 6565  
[www.vsocc.org](http://www.vsocc.org)

You are receiving this email because you are a supporter of the Vancouver Society of Children's Centres.

**Our mailing address is:**  
200-1362 Seymour Street  
Vancouver, BC  
Canada V6B 3P3  
[Unsubscribe](#)



Randoy, Hunter.pdf



CC Registration -  
Forms.docx



family handbook.pdf



## Fee Payment Form

### Customer Information (Please print clearly)

Parent Name: \_\_\_\_\_ Start date: \_\_\_\_\_  
(First) (Last)

Child's Name: \_\_\_\_\_ Centre: \_\_\_\_\_ Program: \_\_\_\_\_  
(First) (Last)

Mailing Address: \_\_\_\_\_ City: \_\_\_\_\_

Province: \_\_\_\_\_ Postal Code: \_\_\_\_\_ Telephone: \_\_\_\_\_

### Payment Options

I will pay my monthly fees, annual membership, and any other applicable fees by:

- ☐ Post-dated cheques - please attach 6 cheques made out to Vancouver Society of Children's Centres  
☐ Pre-authorized Debit (PAD) - please complete agreement below

### Pre-authorized Debit Authorization (PAD) Agreement

Branch Transit No:       Financial Institution No:      
Deposit Account No:                       
☐ Chequing Acct. ☐ Savings Acct.

Financial Institution Name \_\_\_\_\_  
Branch Address \_\_\_\_\_

A sample cheque marked "VOID" must be attached

You the Payor authorize Vancouver Society of Children's Centres to debit the bank account identified above for

- a) **monthly program fees and monthly lunch fees** (if applicable) and  
b) in April of each year, to cover annual membership fees

These amounts may be increased as required by a change in fees as approved by the Board of Directors or as agreed by me/us as a result of change in my child's enrollment status

These amounts are for: ☐ personal ☐ business use

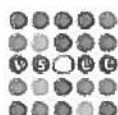
000052

You the Payor may revoke your authorization at any time, subject to providing notice of 30 days. To obtain a sample cancellation form, or for more information on your right to cancel a PAD Agreement, contact your financial institution or visit [www.cdnpay.ca](http://www.cdnpay.ca)

Signature of Account Holder	Signature of Joint Account Holder (if applicable)
Name (please print)	Name (please print)
Date	Date

You have certain recourse rights if any debit does not comply with this agreement. For example, you have the right to receive reimbursement for any debit that is not authorized or is not consistent with this PAD Agreement. To obtain more information on your recourse rights, contact your financial institution or visit [www.cdnpay.ca](http://www.cdnpay.ca)

1



## Security Access System and Parking Pass Order Form

Dear Parents:

The Vancouver Society of Children's Centres facilities have an electronic security access system. All Parents will need a fob/card to enter our centres. This is a computerized system and we will be entering your name/contact information along with the id number of the device into this database. Access to our centres will be Monday to Friday, not including statutory holidays, from 7:30 am - 6:00 pm.

Your first fob/card is complimentary. Additional and replacement devices require a \$25 deposit, which is refundable if the appropriate withdrawal notice from your program is provided and the fob/card is returned to us. Parking space (where applicable) use is limited to 30 minutes and cars parked in our designated spots must display the appropriate dashboard card.

By signing below you agree:

1. To inform your program supervisor immediately if your fob/card is lost, stolen or is not working. Replacement fee for a lost/stolen device is \$25 each.
2. To pay a \$25 fee if the complimentary fob/card is not returned.
3. To use the fob/card(s) responsibly and for the intended purpose.
4. To obey our parking time limits and restrictions, where applicable.
5. That VSOCC reserves the right to cancel your fob/card(s)/parking access if they are misused.
6. That fees for the fob/card will be paid as follows:
  - a) If you are a pre-authorized debit customer, VSOCC will charge the cost of the fob/card(s) to your account.
  - b) If you are a cheque customer, you will submit a separate cheque for the costs of the fob/card(s).

Parent's Name: \_\_\_\_\_ Child's Name: \_\_\_\_\_

Address: \_\_\_\_\_ Start date: \_\_\_\_\_

Please tell us how many fob/card(s) and/or parking pass(es) you need:

Fob/Card/Parking Pass	#	Pricing	\$ Total
1. First fob/card	x	Free	= Free
2. Additional fob/card	x	\$25 deposit for each fob/card	= _____
3. Replacements:			
• Damaged	x	Free (Return Damaged fob/card to centre)	= Free
• Lost/Stolen	x	\$25 deposit for each fob/card	= _____
4. Parking Pass (max 2)	x	Free	= Free
Total			= _____

Payment Information (if applicable):

- ☐ Pre-authorized debit customer - I will submit / have submitted my pre-authorized debit agreement
- ☐ Cheque customer - **New Families:** I will bring a separate cheque within 3 business days of accepting a space to the Administrations Office along with my child care fees
- Current Families:** I will bring a separate cheque to my child's centre

Parent Signature \_\_\_\_\_ Date \_\_\_\_\_

For Office Use Only:

Date FOB/Card sent to centre: \_\_\_\_\_

Centre:

Program:

Date fees Received: \_\_\_\_\_

000053



<b>ASSIGNED</b> FOB/Car# _____  FOB/Car# _____  FOB/Car# _____  Parking Pass _____	<b>RETURNED</b> FOB/Car# _____  FOB/Car# _____  FOB/Car# _____  Parking Pass _____
---	---

#### Our Commitment to Privacy

The Vancouver Society of Children's Centres is committed to protecting personal information by following responsible information handling practices in keeping with privacy laws.

We collect, use, and disclose personal data in order to better meet your service needs, to ensure and address the health and safety needs of your children in our care, for statistical purposes, and to inform you about the program in which you are registered. You will hear from us periodically about other VSOCC programs, services, program improvement initiatives, VSOCC Fundraising and other opportunities that may interest and benefit you and your children.

000054

**BRITISH COLUMBIA SERVICES CARD**  
**British Columbia CAN**

**RANDOY,  
HUNTER SAMSON**

**Issued: 2015-Jul-24**

**Expires: 2020-Apr-10**

**Sex: M**

**2006 668 CITADEL PARADE  
VANCOUVER BC V6B 1W6**

**DOB: 2012-Apr-10**



**BRITISH  
COLUMBIA**



**2012**

**000055**

From: info@nanniesoncall.com  
Subject: Nannies on Call Receipt  
Date: July 5, 2014 at 2:57 PM  
To: mankataylor@me.com



**Nannies on Call**  
302-788 Beatty St.  
Vancouver, BC V6B 2M1  
Canada  
Phone: 604-734-1776  
Fax: 604-648-8362

### Nannies on Call Booking Receipt

**Marieke and Reed Randoy** 2014-07-05  
668 Citadel Parade  
Vancouver, BC V6B 1W6  
Cell: 310-709-6023  
Home: 604-424-9469

Qty	Description	Price	Total
1	Nannies on Call Nanny Plan - The Perfect Nanny Effective: 2014-07-05	\$895.00	\$895.00

Subtotal: \$895.00  
GST \$44.75  
Total Paid by Credit Card: **\$939.75**

#### Invoice Notes

The 'The Perfect Nanny' membership is non-refundable and is not valid for group bookings. The Nanny's rate is subject to change.

All memberships are valid for 1 year.

GST: 874646011

000056

From: Reed Randoy reedrandoy@me.com  
Subject: Done!  
Date: August 4, 2014 at 10:50 AM  
To: DChan@wm.com

---

RR

Hi Daniel!

I just deposited cash into your account, all in! I put in the Canadian dollar amount of \$1650 CAN, which was a little less American. Let me know that everything is ok. Thank you again!

Reed  
SAG/AFTRA-399  
[www.randoy.com](http://www.randoy.com)

310-739-0335


"Ninety feet between bases is perhaps as close as man ever come to perfection." Red Smith

!pura vida!

"When would 'now' be a good time to start making your dreams come true?"

000057

**From:** Reed Randoy [reedrandoy@yahoo.com](mailto:reedrandoy@yahoo.com)  
**Subject:** Re: Rent  
**Date:** June 4, 2015 at 11:31 AM  
**To:** Daniel Chan [DChan@wm.com](mailto:DChan@wm.com)  
**Cc:** [marikataylor@me.com](mailto:marikataylor@me.com)



Hi Daniel,

The direct deposit came through and I just paid the rent. It was 1320 or something on the conversion, but I made it 1350 just in case you charged a late fee. Sorry again for the delay. Have a nice day.

Reed  
SAG/AFTRA-399  
[www.randoy.com](http://www.randoy.com)  
**310-739-0335**

"Ninety feet between bases is perhaps as close as man's ever come to perfection." Red Smith

Ipura vida!

"When would 'now' be a good time to start making your dreams come true?"

Please excuse the thumb i-typos!

On Jun 3, 2015, at 5:43 PM, Reed Randoy <[reedrandoy@yahoo.com](mailto:reedrandoy@yahoo.com)> wrote:

Hi Daniel,

I didn't receive the payroll check I've been expecting yet, but I called the payroll company and it is coming. As soon as I get it I will be able to pay the full rent plus any late fee if it's past the 5th. I'm really surprised it didn't come in today though. It comes direct deposit, so as soon as it's wired I can send you the money for our last month. Thanks again Daniel, I'm sorry for any trouble this causes you.

Reed  
SAG/AFTRA-399  
[www.randoy.com](http://www.randoy.com)  
**310-739-0335**

"Ninety feet between bases is perhaps as close as man's ever come to perfection." Red Smith

Ipura vida!

"When would 'now' be a good time to start making your dreams come true?"

Please excuse the thumb i-typos!

000058



**From:** Reed Randoy [reedrandoy@yahoo.com](mailto:reedrandoy@yahoo.com) &  
**Subject:** New Vancouver digs!  
**Date:** April 27, 2014 at 9:39 PM  
**To:** Elaine Dotts [WETravel@elainedotts.com](mailto:WETravel@elainedotts.com), Heidi Conahan [heidiishome@msn.com](mailto:heidiishome@msn.com), Karen Phillips [kepwomen@aol.com](mailto:kepwomen@aol.com),  
Randi Freidig [rreidig@comcast.net](mailto:rreidig@comcast.net), Tom L. Olsen [tomlolsen@sbcglobal.net](mailto:tomlolsen@sbcglobal.net), Bobby Randoy [rmrandoy@comcast.net](mailto:rmrandoy@comcast.net),  
David & Carolyn Layton [laytondc@comcast.net](mailto:laytondc@comcast.net), Bob & Beverly Randoy [randoyb@shaw.ca](mailto:randoyb@shaw.ca), Britta Swansen [britta@swansen.com](mailto:britta@swansen.com),  
Kari Kristine Hammon [kkhammon@msn.com](mailto:kkhammon@msn.com), Kari & Glenn Edwards [kgedwards@sbcglobal.net](mailto:kgedwards@sbcglobal.net), Jacqueline Hopkins  
[jhop66@gmail.com](mailto:jhop66@gmail.com), Jon Randoy [jnrandoy@primus.ca](mailto:jnrandoy@primus.ca), Stephen Randoy [SRandoy@aol.com](mailto:SRandoy@aol.com), Dale Freidig [dale@freidig.com](mailto:dale@freidig.com),  
Dee Freidig [Freidig2@q.com](mailto:Freidig2@q.com), Dan & Michelle Layton [layton.md@gmail.com](mailto:layton.md@gmail.com)

Emailed version In case you didn't get text!

The new-new Vancouver digs as if  
5/15/14!

668 Citadel Place #2006  
Vancouver BC V6B1W6  
Canada

And just in case yawl still don't know the dealeo....Marieke and Hunter are officially in Van now, with me to follow as soon as we get up and running on a show or film acting wise! There's 96 shows right now filming in Van that need Marieke to co star in and the same for Me! Ha!

Send the good vibes our way and soon you'll be seeing us on the tele!

Aaaaand we're super close to family!

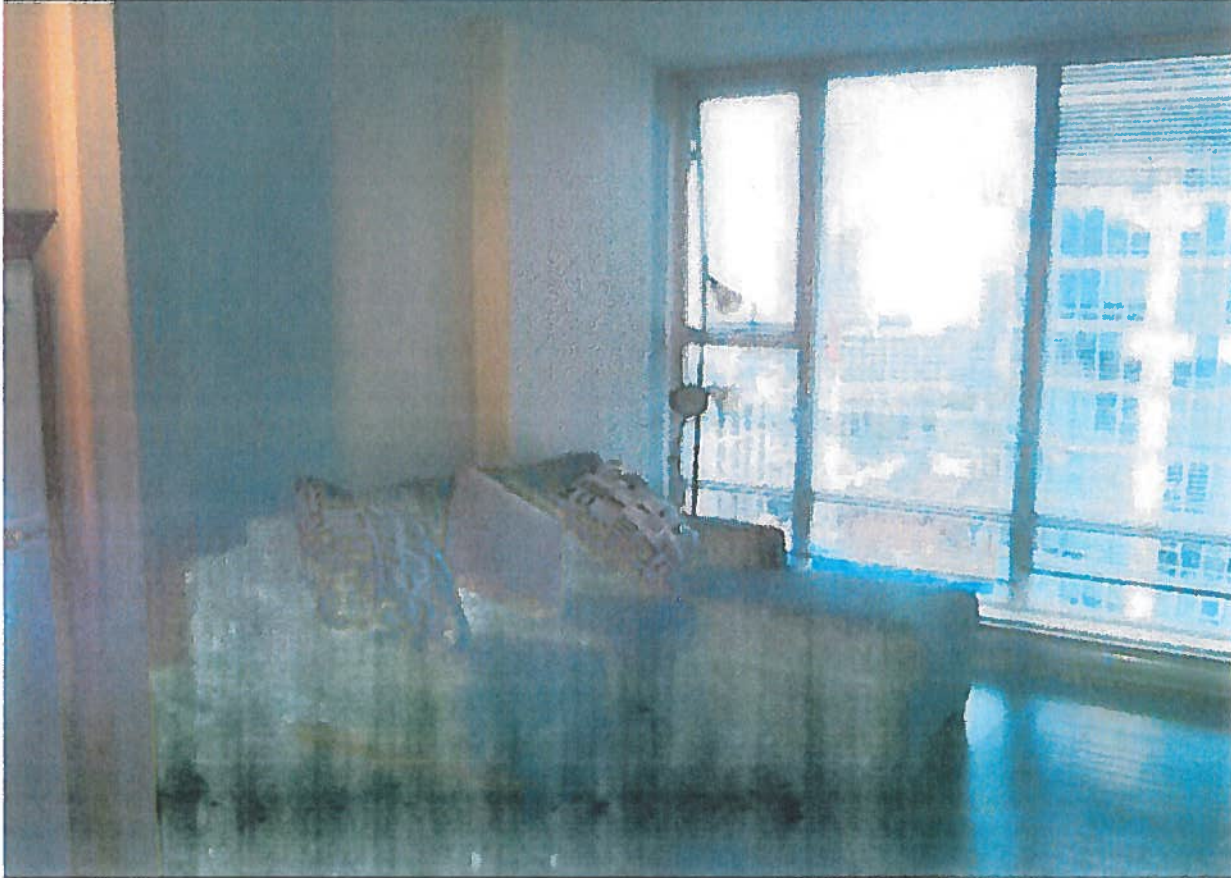
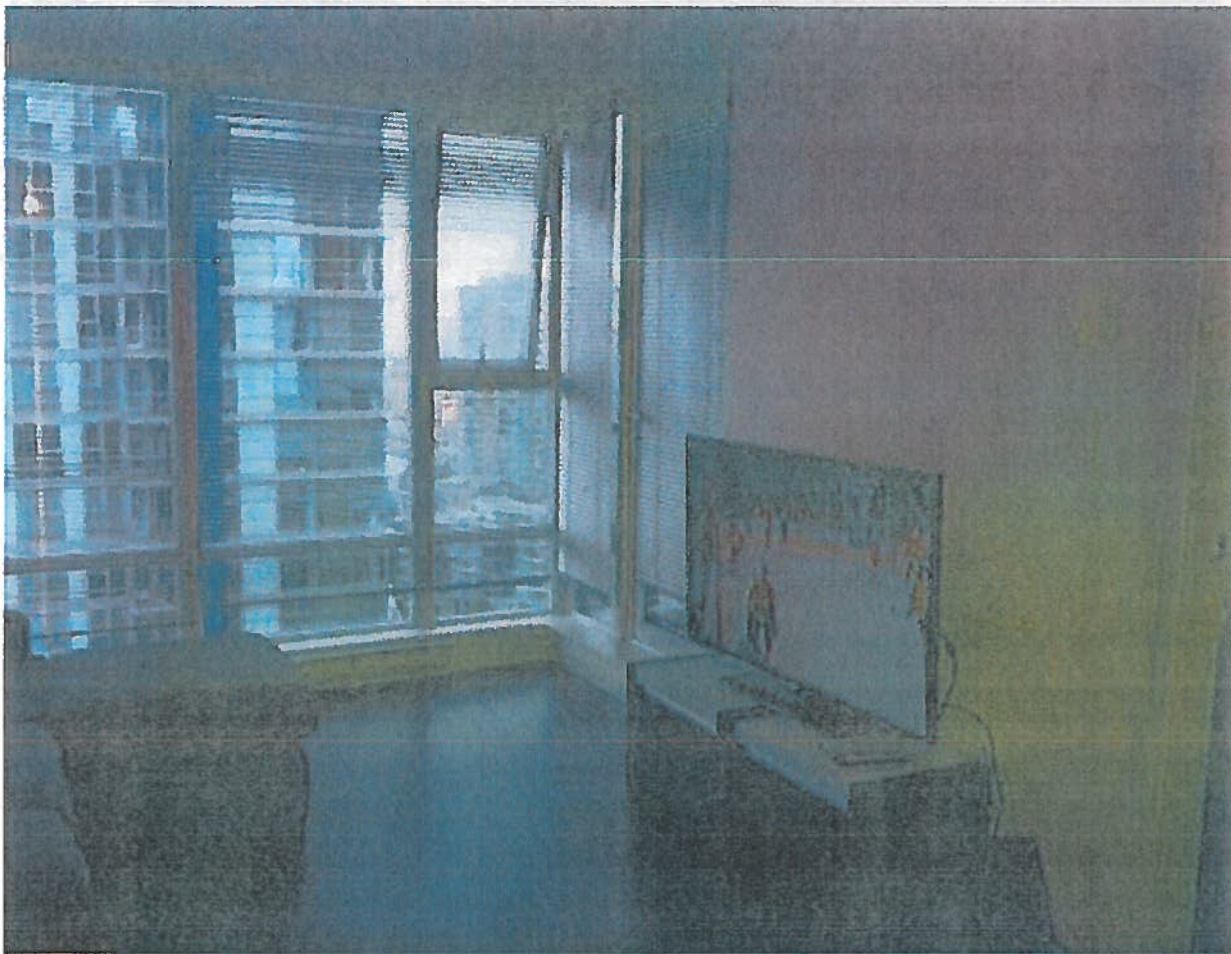
Whoohoo!



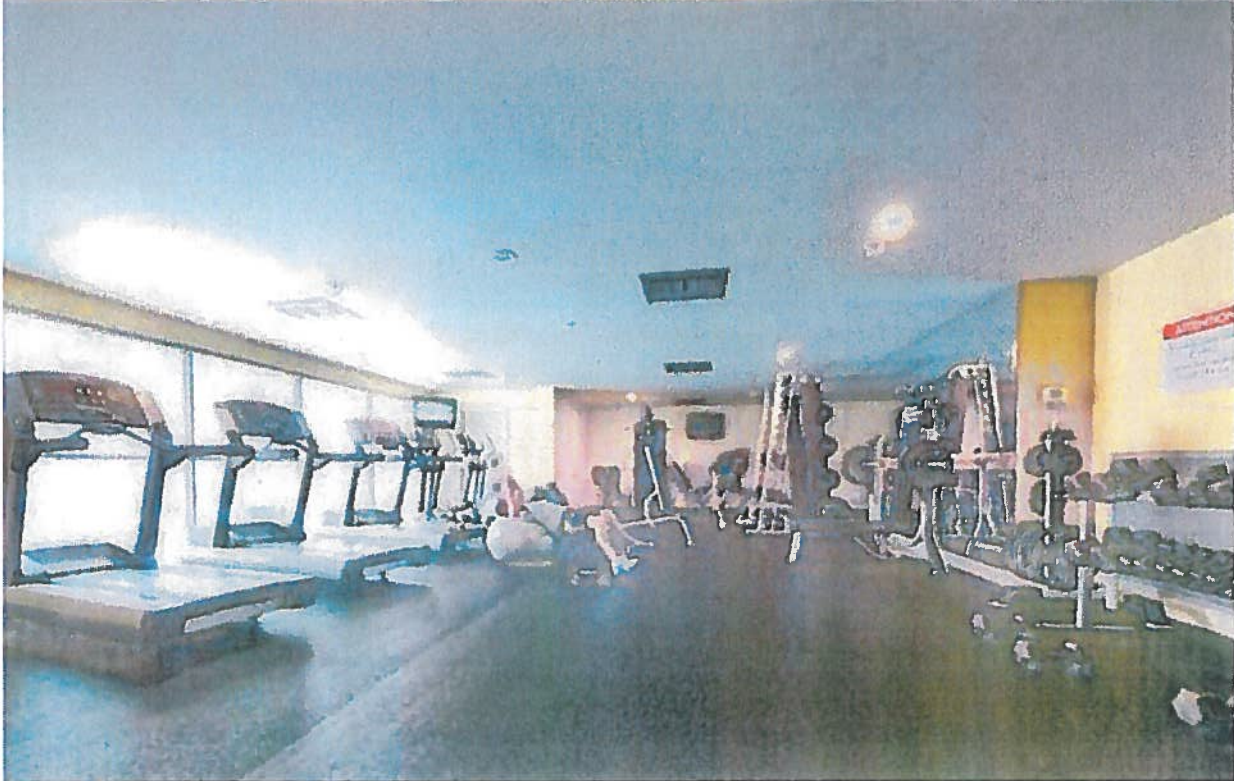
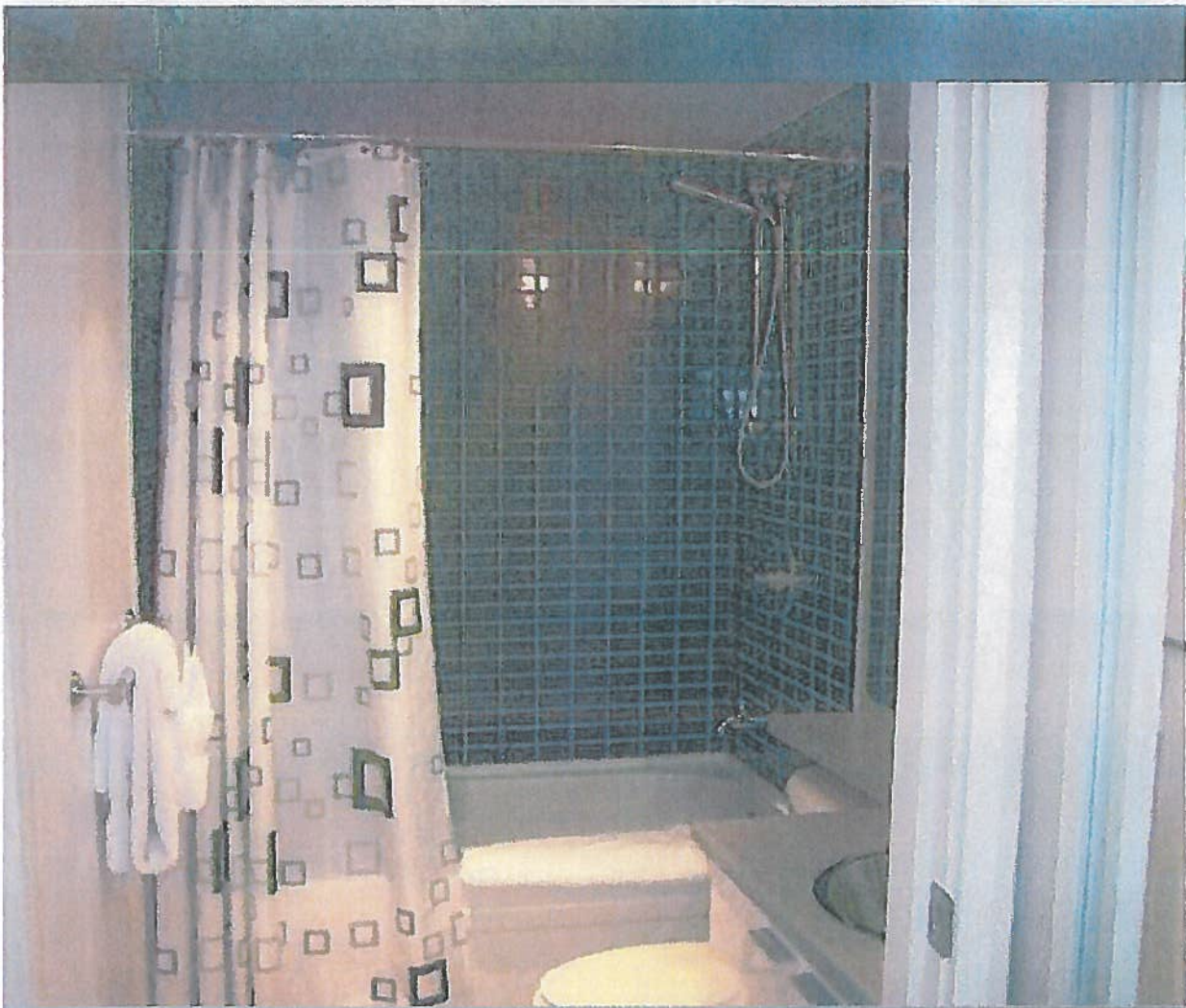
The window looks out into the balcony and you get to the balcony from the living room

000059



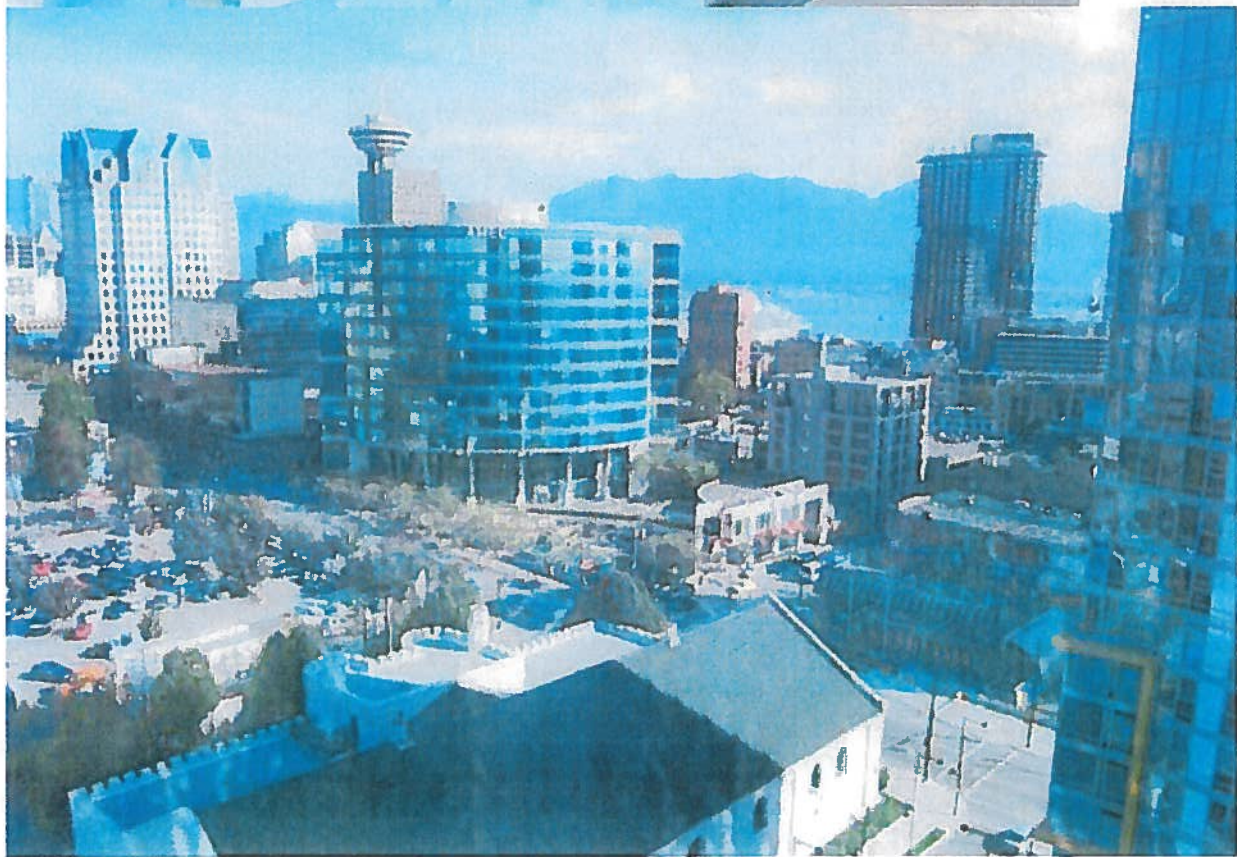
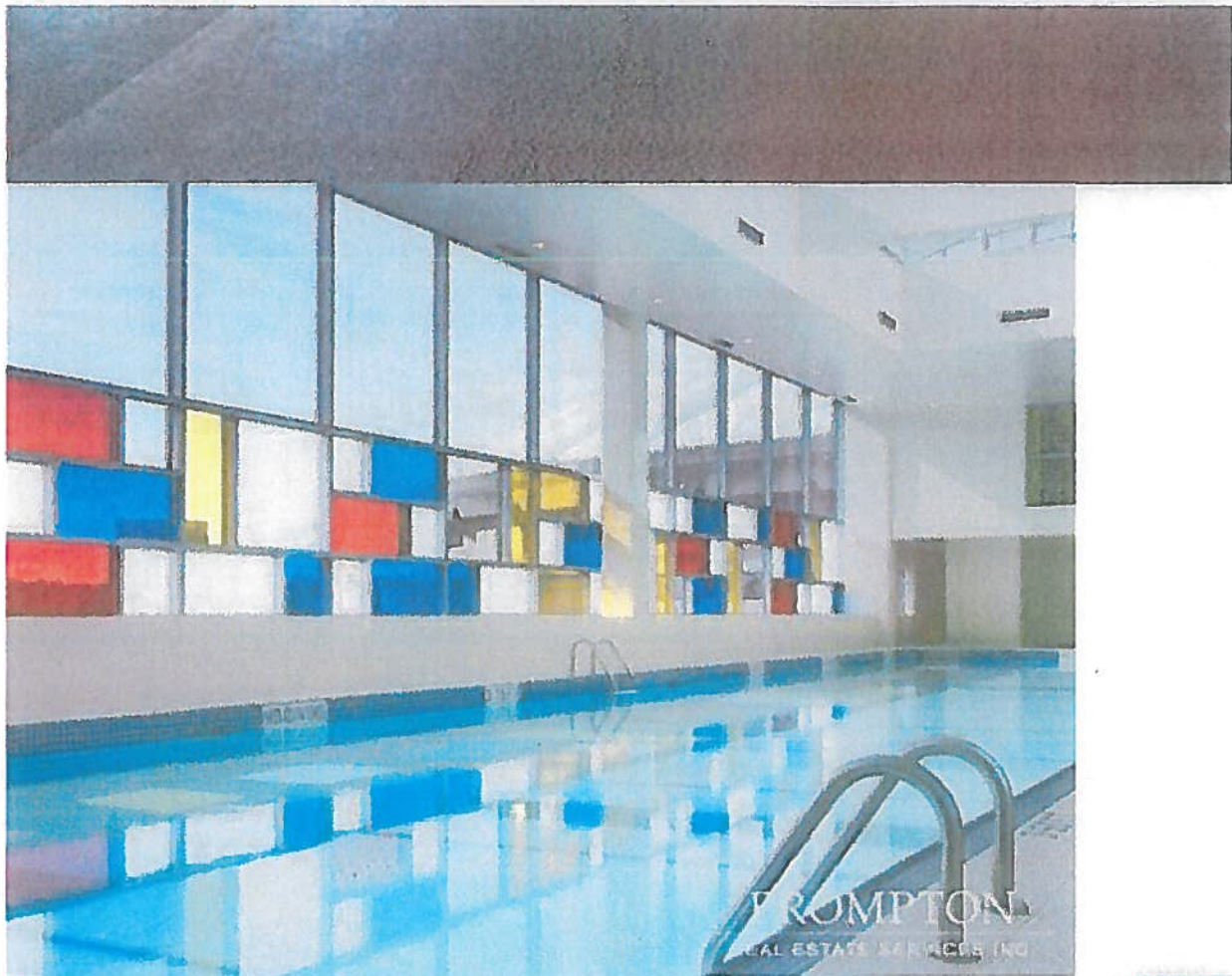






000061





000062



Reed  
SAG/AFTRA-399

310-739-0335

"Ninety feet between bases is perhaps as close as man ever come to perfection." Red Smith

!pura vida!

"When would 'now' be a good time to start making your dreams come true?"

000063

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, telephone number, and address) <b>REED RANDOY, IN PRO PER</b> <b>REED RANDOY</b> <b>13428 MAXELLA AVE., #559</b> <b>MARINA DEL REY, CA 90292</b> TELEPHONE NO <b>310-739-0335</b> FAX NO (Optional) E-MAIL ADDRESS (Optional) ATTORNEY FOR (Name) <b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES</b> STREET ADDRESS <b>111 N. HILL ST.</b> MAILING ADDRESS <b>111 N. HILL ST.</b> CITY AND ZIP CODE <b>LOS ANGELES, CA 90012</b> BRANCH NAME <b>CENTRAL DISTRICT</b>	FOR COURT USE ONLY  <b>CONFORMED COPY</b> <b>ORIGINAL FILED</b> Superior Court Of California Central District Los Angeles  <b>MAY 19 2015</b> By <b>P. MARTINEZ</b>
PETITIONER: <b>REED RANDOY</b> RESPONDENT: <b>MARIEKE RANDOY</b> OTHER PARTY:	CASE NUMBER  <b>BD621137</b>
GUARDIANSHIP OF (Name): _____ Minor <b>DECLARATION UNDER UNIFORM CHILD CUSTODY</b> <b>JURISDICTION AND ENFORCEMENT ACT (UCCJEA)</b>	

1. I am a party to this proceeding to determine custody of a child.
2. ☐ My present address and the present address of each child residing with me is confidential under Family Code section 3429 as I have indicated in item 3.
3. There are (specify number): **ONE (1)** minor children who are subject to this proceeding, as follows:  
*(Insert the information requested below. The residence information must be given for the last FIVE years.)*

a. Child's name <b>HUNTER RANDOY</b>	Place of birth <b>LOS ANGELES, CA</b>	Date of birth <b>4/10/2012</b>	Sex <b>M</b>
Period of residence <b>4/2014</b> to present	Address <b>668 CITADEL PARADE, #2006</b> <input type="checkbox"/> Confidential <b>VANCOUVER, B.C.</b>	Person child lived with (name and complete current address) <b>REED &amp; MARIEKE RANDOY</b> <input type="checkbox"/> Confidential	Relationship <b>FATHER &amp; MOTHER</b>
<b>4/2014</b> to PRESENT	Child's residence (City, State) <b>13428 MAXELLA AVE., #559, MARINA DEL REY, CA 90292</b>	Person child lived with (name and complete current address) <b>REED RANDOY</b>	<b>FATHER</b>
<b>BIRTH</b> to 4/2014	Child's residence (City, State) <b>5359 SAN VICENTE BLVD., #111, L.A., CA 90019</b>	Person child lived with (name and complete current address) <b>REED &amp; MARIEKE RANDOY</b>	<b>FATHER &amp; MOTHER</b>
to	Child's residence (City, State)	Person child lived with (name and complete current address)	
b. Child's name	Place of birth	Date of birth	Sex
<input type="checkbox"/> Residence information is the same as given above for child a (If NOT the same, provide the information below.)			
Period of residence to present	Address <input type="checkbox"/> Confidential	Person child lived with (name and complete current address) <input type="checkbox"/> Confidential	Relationship
to	Child's residence (City, State)	Person child lived with (name and complete current address)	
to	Child's residence (City, State)	Person child lived with (name and complete current address)	
to	Child's residence (City, State)	Person child lived with (name and complete current address)	

c. ☐ Additional residence information for a child listed in item a or b is continued on attachment 3c.

d. ☐ Additional children are listed on form FL-105(A)/GC-120(A). (Provide all requested information for additional children.)

Page 1 of 2



# SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Date 06-05-15

Honorable TAMARA E. HALL

Honorable

#16 MARKETTE OLIVER

Judge

Judge Pro Tem

Deputy Sheriff

NICK YOUNG

CARMEN MEHAFFIE

NOT REPORTED

Dept: CE22

Deputy Clerk

Court Assistant

Reporter

8:30 am

BD621137

Reed Randoy (X)

VS.

Marieke Randoy (NP)

Counsel For  
Petitioner:

Salick Family Law Group, APLC  
by Nicholas A. Salick (X)

Counsel For  
Respondent:

## NATURE OF PROCEEDINGS: PETITIONER'S EX PARTE APPLICATION FOR CHILD CUSTODY AND OTHER

The court finds notice has been given to the respondent.

The court reads and considers the ex parte application in chambers.

The court grants the ex parte application.

The court grants temporary sole legal and physical custody of the minor child Hunter Randoy (DOB 4/10/12) to the petitioner with no visitation to the respondent pending the hearing date below.

The respondent is ordered to forthwith return the above named minor child to the petitioner and to forthwith release the minor child's American and Canadian passports to the petitioner's counsel.

The respondent's responsive declaration is to be served and filed no later than June 15, 2015, and the petitioner's reply declaration, if any, is to be served and filed no later than June 19, 2015.

The matter is set for hearing on **June 26, 2015**, at 8:30 a.m. in Department 22.

The petitioner is to give notice forthwith.

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address)  
 Nicholas A. Salick, Esq. (SBN 236583)  
 Salick Family Law Group, APLC  
 11111 Santa Monica Blvd., Suite 1700  
 Los Angeles, CA 90025

TELEPHONE NO: 310-492-4324 FAX NO (Optional)

E-MAIL ADDRESS (Optional): nas@salickfamilylaw.com

ATTORNEY FOR (Name) Petitioner, Reed Randy

SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles

STREET ADDRESS 111 N. Hill St.

MAILING ADDRESS 111 N. Hill St.

CITY AND ZIP CODE Los Angeles, CA 90012

BRANCH NAME Central District

PETITIONER/PLAINTIFF: Reed Randy

RESPONDENT/DEFENDANT: Marieke Randy

OTHER PARENT/PARTY:

REQUEST FOR ORDER

☐ MODIFICATION

☒ Temporary Emergency

☒ Child Custody

☒ Visitation

Court Order

☐ Child Support

☐ Spousal Support

☒ Other (specify):

☐ Attorney Fees and Costs Please see #8

CASE NUMBER

BD621137

FILED

Superior Court of California  
 County of Los Angeles

JUN 05 2015

Sherril R. Carter, Executive Officer/Clerk  
 By Nicholas A. Salick, Deputy  
 Nicholas Young

1 TO (name): Respondent, Marieke Randy

2 A hearing on this Request for Order will be held as follows: If child custody or visitation is an issue in this proceeding, Family Code section 3170 requires mediation before or at the same time as the hearing (see item 7.)

a. Date: 6-26-15 Time: 8:30 am ☒ Dept.: 22 ☒ Room: 519

b. Address of court ☒ same as noted above ☐ other (specify):

3 Attachments to be served with this Request for Order:

a. A blank Responsive Declaration (form FL-320)

b. ☐ Completed Income and Expense Declaration (form FL-150) and a blank Income and Expense Declaration

c. ☐ Completed Financial Statement (Simplified) (form FL-155) and a blank Financial Statement (Simplified)

d. ☒ Points and authorities

e. ☒ Other (specify): Declarations of Petitioner, James J. See Attached Daine Dotts

Date: 6/4/2015

Reed Randy

(TYPE OR PRINT NAME)

FACSIMILE SIGNATURE

(SIGNATURE)

☒ COURT ORDER

4. ☐ YOU ARE ORDERED TO APPEAR IN COURT AT THE DATE AND TIME LISTED IN ITEM 2 TO GIVE ANY LEGAL REASON WHY THE ORDERS REQUESTED SHOULD NOT BE GRANTED.

5. ☒ Time for ☒ service ☒ hearing is shortened. Service must be on or before (date): forthwith

6. Any responsive declaration must be served on or before (date): 6-15-15; Reply 6-19-15

7 The parties are ordered to attend mandatory custody services as follows:

8. ☒ You are ordered to comply with the Temporary Emergency Court Orders (form FL-305) attached.

9. ☒ Other (specify): gntd

Date: 6-5-15

TAMARA HAIL OFFICER

To the person who received this Request for Order: If you wish to respond to this Request for Order, you must file a Responsive Declaration to Request for Order (form FL-320) and serve a copy on the other parties at least nine court days before the hearing date unless the court has ordered a shorter period of time. You do not have to pay a filing fee to file the Responsive Declaration to Request for Order (form FL-320) or any other declaration including an Income and Expense Declaration (form FL-150) or Financial Statement (Simplified) (form FL-155).

REQUEST FOR ORDER



ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, Date of Birth, and Address)

Nicholas A. Salick, Esq. (SAN 236583)  
 Salick Family Law Group, APC  
 11111 Santa Monica Blvd., Suite 1700  
 Los Angeles, CA 90025

TELEPHONE NO. 310-492-4324

FAX NO. (Optional)

E-MAIL ADDRESS (Optional) nas@salickfamilylaw.com

ATTORNEY FOR (Name) Petitioner, Reed Rando

SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles

STREET ADDRESS 111 N. Hill St.

MAILING ADDRESS 111 N. Hill St.

CITY AND ZIP CODE Los Angeles, CA 90012

JUDICIAL DISTRICT Central District

PETITIONER/PLAINTIFF Reed Rando

RESPONDENT/DEFENDANT Marieke Rando

OTHER PARTY

FOR COURT USE ONLY

## REQUEST FOR ORDER

☒ Child Custody☐ Child Support☐ Attorney Fees and Costs☐ MODIFICATION☒ Visitation☐ Spousal Support

Please see #6

☒ Temporary Emergency Court Order☐ Other (specify):

CASE NUMBER

BD621137

1. TO (Name) Respondent, Marieke Rando
2. A hearing on this Request for Order will be held as follows: If child custody or visitation is an issue in this proceeding, Family Code section 3170 requires mediation before or at the same time as the hearing (see Item 7.)

a. Date

Time

☒ Dept. 22☒ Room 519

b. Address of court

☒ same as noted above☐ other (specify):

3. Attachments to be served with this Request for Order:

a. A blank Responsive Declaration (form FL-320)

b. ☐ Completed Income and Expense Declaration (form FL-150) and a blank Income and Expense Declarationc. ☐ Completed Financial Statement (Simplified) (form FL-155) and a blank Financial Statement (Simplified)d. ☒ Plans and expensese. ☒ Other (specify): Declaration of Petitioner, James J. Campbell, a Police Officer

Date: 06/04/2015

Reed Rando

(TYPE OR PRINT NAME)

☐ COURT ORDER

4. ☐ YOU ARE ORDERED TO APPEAR IN COURT AT THE DATE AND TIME LISTED IN ITEM 2 TO GIVE ANY LEGAL REASON WHY THE ORDERS REQUESTED SHOULD NOT BE GRANTED.

5. ☐ Time for ☐ service ☐ hearing is shortened. Service must be on or before (date):

6. Any responsive declaration must be served on or before (date):

7. The parties are ordered to attend mandatory custody services as follows:

8. ☐ You are ordered to comply with the Temporary Emergency Court Orders (form FL-308) attached

9. ☐ Other (specify):

Date:

To the person who received this Request for Order: If you wish to respond to this Request for Order, you must file a Responsive Declaration to Request for Order (form FL-320) and serve a copy on the other parties at least nine court days before the hearing date unless the court has ordered a shorter period of time. You do not have to pay a filing fee to file the Declaration (form FL-150) or Financial Statement (Simplified) (form FL-155).

Form Adopted for Mandatory Use  
 Judicial Council of California  
 FL-300 (Rev. July 1, 2012)

WATER MARK  
 ESTATE 1000

## REQUEST FOR ORDER

Page 1 of 4

Form Code: 05-0001, 01-07, 01-04  
 01-05, 01-06, 01-07, 01-08  
 Government Code 21400  
 01-09, 01-10, 01-11

RANDOY, REED

000067



PETITIONER/PLAINTIFF: Reed Randoy  
 RESPONDENT/DEFENDANT: Marieke Randoy  
 OTHER PARENT/PARTY:

CASE NUMBER  
 BD621137

# REQUEST FOR ORDER AND SUPPORTING DECLARATION

☒ Petitioner ☐ Respondent ☐ Other Parent/Party requests the following orders:

## 1. ☒ CHILD CUSTODY

☒ To be ordered pending the hearing

a. Child's name and age

HUNTER RANDOY, 3

b. Legal custody to (name of person who makes decisions about health, education, etc.)

Petitioner/father

c. Physical custody to (name of person with whom child will live)

Petitioner/father

d. ☒ As requested in form

☐ Child Custody and Visitation Application Attachment (form FL-311)

☐ Request for Child Abduction Prevention Orders (form FL-312)

☐ Children's Holiday Schedule Attachment (form FL-341(C))

☐ Additional Provisions—Physical Custody Attachment (form FL-341(D))

☐ Joint Legal Custody Attachment (form FL-341(E))

☒ Other (Attachment 10) Declaration of Reed Randoy

e. ☐ Modify existing order

(1) filed on (date):

(2) ordering (specify):

## 2. ☒ CHILD VISITATION (PARENTING TIME)

☒ To be ordered pending the hearing

a. As requested in: (1) ☐ Attachment 2a (2) ☐ Child Custody and Visitation Application Attachment (form FL-311)  
 (3) ☒ Other (specify): Declaration of Reed Randoy

b. ☐ Modify existing order

(1) filed on (date):

(2) ordering (specify):

c. ☐ One or more domestic violence restraining/protective orders are now in effect. (Attach a copy of the orders if you have one.) The orders are from the following court or courts (specify county and state):

(1) ☐ Criminal: County/state:

Case No. (if known):

(3) ☐ Juvenile: County/state:

Case No. (if known):

(2) ☐ Family: County/state:

Case No. (if known):

(4) ☐ Other: County/state:

Case No. (if known):

## 3. ☐ CHILD SUPPORT (An earnings assignment order may be issued.)

a. Child's name and age

b. ☐ I request support based on the child support guidelines

c. Monthly amount requested (if not by guideline)  
 \$

d. ☐ Modify existing order

(1) filed on (date):

(2) ordering (specify):

Notice: The court is required to order child support based on the income of both parents. It normally continues until the child is 18. You must supply the court with information about your finances by filing an *Income and Expense Declaration* (form FL-150) or a *Financial Statement (Simplified)* (form FL-155). Otherwise, the child support order will be based on information about your income that the court receives from other sources, including the other parent.

PETITIONER/PLAINTIFF: Reed Randoy  
 RESPONDENT/DEFENDANT: Marieke Randoy  
 OTHER PARENT/PARTY:

CASE NUMBER  
 BD621137

4. ☐ SPOUSAL OR PARTNER SUPPORT (An earnings assignment order may be issued.)
- a. ☐ Amount requested (monthly): \$
- b. ☐ Terminate existing order  
 (1) filed on (date):  
 (2) ordering (specify):
- c. ☐ Modify existing order  
 (1) filed on (date):  
 (2) ordering (specify):
- d. ☐ The Spousal or Partner Support Declaration Attachment (form FL-157) is attached (for modification of spousal or partner support after judgment only)
- e. An Income and Expense Declaration (form FL-150) must be attached
5. ☐ ATTORNEY FEES AND COSTS are requested on Request for Attorney Fees and Costs Order Attachment (form FL-319) or a declaration that addresses the factors covered in that form. An Income and Expense Declaration (form FL-150) must be attached. A Supporting Declaration for Attorney Fees and Costs Order Attachment (form FL-158) or a declaration that addresses the factors covered in that form must also be attached.
6. ☐ PROPERTY RESTRAINT ☐ To be ordered pending the hearing
- a. The ☐ petitioner ☐ respondent ☐ claimant is restrained from transferring, encumbering, hypothecating, concealing, or in any way disposing of any property, real or personal, whether community, quasi-community, or separate, except in the usual course of business or for the necessities of life.  
☐ The applicant will be notified at least five business days before any proposed extraordinary expenditures, and an accounting of such will be made to the court.
- b. ☐ Both parties are restrained and enjoined from cashing, borrowing against, canceling, transferring, disposing of, or changing the beneficiaries of any insurance or other coverage, including life, health, automobile, and disability, held for the benefit of the parties or their minor children.
- c. ☐ Neither party may incur any debts or liabilities for which the other may be held responsible, other than in the ordinary course of business or for the necessities of life.
7. ☐ PROPERTY CONTROL ☐ To be ordered pending the hearing
- a. ☐ The petitioner ☐ respondent is given the exclusive temporary use, possession, and control of the following property that we own or are buying (specify):
- b. ☐ The petitioner ☐ respondent is ordered to make the following payments on liens and encumbrances coming due while the order is in effect:
- | Debt | Amount of payment | Pay to |
|------|-------------------|--------|
|      |                   |        |
8. ☒ OTHER RELIEF (specify):
- Order for the immediate return of Hunter Randoy to Petitioner's custody.
  - Order for the immediate turnover to Petitioner of all travel documents issued to Hunter including but not limited to all passports, visas, identification cards, etc.

**NOTE:** To obtain domestic violence restraining orders, you must use the forms Request for Order (Domestic Violence Prevention) (form DV-100), Temporary Restraining Order (Domestic Violence) (form DV-110), and Notice of Court Hearing (Domestic Violence) (form DV-109).

PETITIONER/PLAINTIFF: Reed Randoy  
 RESPONDENT/DEFENDANT: Marieke Randoy  
 OTHER PARENT/PARTY:

CASE NUMBER  
 BD621137

9. ☒ I request that time for service of the *Request for Order* and accompanying papers be shortened so that these documents may be served no less than (specify number): \_\_\_\_\_ days before the time set for the hearing. I need to have this order shortening time because of the facts specified in item 10 or the attached declaration.
10. ☒ FACTS IN SUPPORT of orders requested and change of circumstances for any modification are (specify):  
☒ Contained in the attached declaration. (You may use Attached Declaration (form MC-031) for this purpose. The attached declaration must not exceed 10 pages in length unless permission to file a longer declaration has been obtained from the court.)  
 Declaration of Reed Randoy  
 Declaration of James Joseph Campbell  
 Declaration of Elaine Dotts  
 Memorandum of Points and Authorities

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: 6/4/2015

Reed Randoy

(TYPE OR PRINT NAME)

SEE ATTACHED  
 FACSIMILE SIGNATURE  
 (SIGNATURE OF APPLICANT)



#### Requests for Accommodations

Assistive listening systems, computer-assisted real-time captioning, or sign language interpreter services are available if you ask at least five days before the proceeding. Contact the clerk's office or go to [www.courts.ca.gov/forms](http://www.courts.ca.gov/forms) for *Request for Accommodations by Persons With Disabilities and Response* (form MC-410). (Civil Code, § 54.8.)



PETITIONER/PLAINTIFF: Reed Randoy  
RESPONDENT/DEFENDANT: Marieke Randoy  
OTHER PARENT/PARTY:

CASE NUMBER:  
BD621137

FL-300

6. ☒ I request that time for service of the Request for Order and accompanying papers be shortened so that these documents may be served no less than (specify number) days before the time set for the hearing. I need to have this order shortening time because of the facts specified in item 10 or the attached declaration.

10. ☒ FACTS IN SUPPORT of orders requested and change of circumstances for any modification are (specify):  
☒ Contained in the attached declaration. (You may use Attached Declaration form MC-001 for this purpose. The attached declaration must not exceed 15 pages in length unless permission to file a longer declaration has been obtained from the court.)  
Declaration of Reed Randoy  
Declaration of James Joseph Campbell  
Declaration of Elaine Dotts  
Memorandum of Points and Authorities

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: 06/04/2015

Reed Randoy

(TYPE OR PRINT NAME)

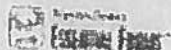
SIGNATURE OF AFFIRANT



**Requests for Accommodations**

Assistive listening systems, computer-assisted real-time captioning, or sign language interpreter services are available if you ask at least five days before the proceeding. Contact the clerk's office or go to [www.courts.ca.gov/forms](http://www.courts.ca.gov/forms) for Request for Accommodations by Persons With Disabilities and Response (form MC-410) (Civil Code § 54.4).

FL-300 (Rev. July 1, 2011)



REQUEST FOR ORDER

Page 1 of 1

RANDOY, REED

000071

PETITIONER/PLAINTIFF: Reed K. Roy  
 RESPONDENT/DEFENDANT: Marieke Randoy  
 OTHER PARTY:

NUMBER  
 BD621137

# TEMPORARY EMERGENCY COURT ORDERS

Attachment to Request for Order (FL-300)

The court makes the following orders, which are effective immediately and until the hearing:

## 1. ☐ PROPERTY RESTRAINT

- a. ☐ Petitioner ☐ Respondent ☐ Claimant is restrained from transferring, encumbering, hypothecating, concealing, or in any way disposing of any property, real or personal, whether community, quasi-community, or separate, except in the usual course of business or for the necessities of life.  
☐ The other party is to be notified of any proposed extraordinary expenditures, and an accounting of such is to be made to the court.
- b. ☐ Both parties are restrained and enjoined from cashing, borrowing against, canceling, transferring, disposing of, or changing the beneficiaries of any insurance or other coverage, including life, health, automobile, and disability, held for the benefit of the parties or their minor child or children.
- c. ☐ Neither party may incur any debts or liabilities for which the other may be held responsible, other than in the ordinary course of business or for the necessities of life.

## 2. ☐ PROPERTY CONTROL

- a. ☐ Petitioner ☐ Respondent is given the exclusive temporary use, possession, and control of the following property that the parties own or are buying (specify):
- b. ☐ Petitioner ☐ Respondent is ordered to make the following payments on liens and encumbrances coming due while the order is in effect:
- | Debt | Amount of payment | Pay to |
|------|-------------------|--------|
|      |                   |        |

## 3. ☒ MINOR CHILDREN

- a. ☒ Petitioner ☐ Respondent will have the temporary physical custody, care, and control of the minor children of the parties ☒ subject to the other party's rights of visitation as follows:  
*No visits to Respondent*
- b. ☐ Petitioner ☒ Respondent must not remove the minor child or children of the parties  
 (1) ☒ from the State of California.  
 (2) ☒ from the following counties (specify): *U.S.A.*  
 (3) ☒ other (specify): *Los Angeles County*
- c. ☐ Child abduction prevention orders are attached (see form FL-341(B)).
- d. (1) Jurisdiction: This court has jurisdiction to make child custody orders in this case under the Uniform Child Custody Jurisdiction and Enforcement Act (part 3 of the California Family Code, commencing with section 3400).  
 (2) Notice and opportunity to be heard: The responding party was given notice and an opportunity to be heard as provided by the laws of the State of California.  
 (3) Country of habitual residence: The country of habitual residence of the child or children is  
☒ the United States of America ☐ other (specify):  
 (4) Penalties for violating this order: If you violate this order, you may be subject to civil or criminal penalties or both.

## 4. ☒ OTHER ORDERS (specify): *Immediate Return of minor*

☐ Additional orders are listed on Attachment 4 to U.S.A. info

Date: *6-5-15*

*② Release of minor's passport and  
 OR visits to Petitioner's counsel.*

5. The date of the court hearing is (insert date when known): *6-26-15*

JUDGE OF THE SUPERIOR COURT

**TAMARA HALL**

## CLERK'S CERTIFICATE

(SEAL)

I certify that the foregoing is a true and correct copy of the original on file in my office.

Date:

Clerk, by \_\_\_\_\_, Deputy

Page 1 of 1

PETITIONER/PLAINTIFF: Reed Randoy  
 RESPONDENT/DEFENDANT: Marieke Randoy  
 OTHER PARENT/PARTY:

CASE NUMBER  
 BD621137

## SUPERVISED VISITATION ORDER

Attachment to Child Custody and Visitation (Parenting Time) Order Attachment (form FL-341)

1. Evidence has been presented in support of a request that the contact of ☐ Petitioner ☐ Respondent ☐ Other Parent/Party with the child(ren) be supervised based upon allegations of
- ☐ abduction of child(ren) ☐ physical abuse ☐ drug abuse ☐ neglect  
☐ sexual abuse ☐ domestic violence ☐ alcohol abuse ☐ other (specify):
- ☐ Petitioner ☐ Respondent ☐ Other Parent/Party disputes these allegations and the court reserves the findings on these issues pending further investigation and hearing or trial.
2. The court finds, under Family Code section 3100, that the best interest of the child(ren) requires that visitation by ☐ Petitioner ☐ Respondent ☐ Other Parent/Party must, until further order of the court, be limited to contact supervised by the person(s) set forth in item 6 below pending further investigation and hearing or trial.

## THE COURT MAKES THE FOLLOWING ORDERS

## 3. CHILD(REN) TO BE SUPERVISED

<u>Child's Name</u>	<u>Birth Date</u>	<u>Age</u>	<u>Sex</u>
HUNTER RANDOY	4/10/2012	3	M

## 4. TYPE

- a. ☐ Supervised visitation      b. ☐ Supervised exchange only

## 5. SUPERVISED VISITATION PROVIDER

- a. ☐ Professional (individual provider or supervised visitation center)      b. ☐ Nonprofessional

## 6. AUTHORIZED PROVIDER

<u>Name</u>	<u>Address</u>	<u>Telephone</u>

☐ Any other mutually agreed-upon third party as arranged.

## 7. DURATION AND FREQUENCY OF VISITS (see form FL-341 for specifics of visitation):

8. PAYMENT RESPONSIBILITY      Petitioner:      % Respondent:      % Other Parent/Party:      %

9. ☐ Petitioner will contact professional provider or supervised visitation center no later than (date):  
☐ Respondent will contact professional provider or supervised visitation center no later than (date):  
☐ Other Parent/party will contact professional provider or supervised visitation center no later than (date):

## 10. THE COURT FURTHER ORDERS

Date: \_\_\_\_\_

JUDICIAL OFFICER

Page 1 of 1



1 NICHOLAS A. SALICK, ESQ. (SBN 236583)  
2 SALICK FAMILY LAW GROUP, APLC  
3 9595 WILSHIRE BLVD., SUITE 900  
4 BEVERLY HILLS, CA 90212  
Tel.: (310) 492-4324  
Fax: (310) 492-4325

5 Attorney for Petitioner,  
6 REED RANDOY

7  
8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
9 **FOR THE COUNTY OF LOS ANGELES – CENTRAL DISTRICT**  
10

11 In re Marriage of:

12 REED RANDOY,

13  
14 and

15 MARIEKE RANDOY,

Petitioner,

16 Respondent.  
17

) CASE NO. BD621137

) **FINDINGS AND ORDER AFTER**  
) **HEARING**

) **Date: July 31, 2015**

) **Time: 8:30 a.m.**

) **Dept.: 22**

) **Judge: Hon. Tamara E. Hall**

18  
19 Petitioner's Request for Order Regarding Child Custody, Visitation and Other Orders  
20 filed on June 5, 2015; and Petitioner's Request for Order Regarding DVPA Restraining  
21 Orders filed July 16, 2015 came on for hearing before the Honorable Tamara E. Hall, Judge  
22 presiding, on July 31, 2015 at 8:30 a.m. in Department 22 of the Superior Court of California,  
23 County of Los Angeles, Central District. Petitioner, REED RANDOY was present and was  
24 represented by his attorney of record, NICHOLAS A. SALICK, ESQ. Respondent, MARIEKE  
25 RANDOY was present and was represented by her attorney of record, ANAT RESNIK, ESQ.

26 ///

27 ///

28 ///

1 Upon consideration of the pleadings, parties' testimony, and arguments of their  
2 respective counsel, the Court made the following findings and orders:

3 **FINDINGS**

- 4 1. The Court finds that California is the home state of the minor child, HUNTER  
5 RANDOY (DOB: April 10, 2012).
- 6 2. Regarding *Family Code* section 3421, the Court finds that no other Court has  
7 exercised jurisdiction of the minor child, that the minor child was born in Los Angeles  
8 County, that the minor child resided in Los Angeles County two (2) years before the  
9 move to Vancouver, that the move to Vancouver was temporary, and that California  
10 was never abandoned as the minor child's home state.
- 11 3. The Court finds that the United States of America is the minor child's country of  
12 habitual residence.

13 **ORDERS**

14 1. Child Custody:

- 15 a. The Court awards joint legal custody to Petitioner and Respondent. The Court  
16 grants sole physical/primary physical custody to Petitioner.
- 17 b. In regards to joint legal custody, the parties shall share information relating to  
18 the health, education, and welfare of the minor child including but not limited to:
- 19 i. Enrollment or termination of attendance in any public or private school;  
20 ii. Participation in regularly occurring extracurricular activities;  
21 iii. Non-emergency medical, dental, and orthodontic treatment other than  
22 routine check-ups;  
23 iv. Participation in mental health counseling, therapy or treatment;  
24 v. Change in area of the child's residence;  
25 vi. Issuance of a driver's license;  
26 vii. Issuance of a passport; and,  
27 viii. Participation in religious studies and observations and/or practices.  
28

1 2. Visitation: The Court grants Respondent visits with the minor child every weekend  
2 from Friday after school (or 10:00 a.m. if no school) to Monday drop off at school (or  
3 10:00 a.m. at Petitioner's home when there is no school). These visits commence  
4 forthwith and are to take place in Los Angeles, California. Respondent may have  
5 contact with the minor child every night from 6:00 p.m. to 7:00 p.m. Contact may be  
6 via text, telephone or Skype and is to be unmonitored.

7 3. Other Orders:

- 8 a. Each party shall advise the other of his or her current address, place of  
9 employment, and phone numbers and shall advise the other of any changes as  
10 soon as reasonably possible.
- 11 b. Each party shall advise all schools and healthcare providers of the name,  
12 address, and phone numbers of the other party of any registration, enrollment,  
13 emergency notification or other forms in which family information is requested.
- 14 c. Each party shall provide the other, within a reasonable period of time, with  
15 copies of all schedules of school and extracurricular activities, school report  
16 cards, progress and special reports, medical reports and health care  
17 instructions regarding the minor child.
- 18 d. Each party shall advise the other, within a reasonable period of time prior  
19 thereto, of all school and extracurricular activities of the minor child in which  
20 parents are invited or allowed to observe or participate.
- 21 e. Each party shall advise the other, within a reasonable period of time prior  
22 thereto, of any medical and mental health treatment or evaluation of the minor  
23 child, including the name and address of the provider of such services.
- 24 f. In emergency situations either party may authorize necessary health care  
25 treatment and procedures for the minor child and such party shall notify the  
26 other thereof as soon as reasonably possible.
- 27 g. Neither part shall make derogatory nor disparaging remarks about the other to  
28 or in the presence of or within hearing of the minor child.

1 h. Neither party shall change the residence of the minor child from the state of  
2 California and from the county of Los Angeles without the prior consent of the  
3 other parent or of prior order of this Court.

4 i. A party who is unable to assume responsibility for the care of the minor child  
5 during any scheduled period of custody for that party is responsible for making  
6 adequate alternative arrangements for the care of the child.

7 j. Neither party shall travel outside the United States of America or outside the  
8 state of California with the child without the written consent of the other or an  
9 order of this Court.

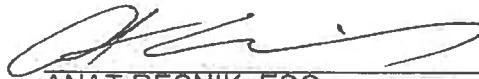
10 **MISCELLANEOUS**

11 Counsel for the Petitioner takes the Restraining Order off calendar. No Temporary  
12 Restraining Order was issued.

13 **APPROVED AS TO FORM AND CONTENT.**

14 Dated: 8/25/15

LAW OFFICE OF ANAT RESNIK

15  
16 

17 ANAT RESNIK, ESQ.  
18 Attorney for Respondent, MARIEKE RANDOY

19 **IT IS SO ORDERED.**

20 Dated:

21 JUDICIAL OFFICER OF THE SUPERIOR COURT  
22  
23  
24  
25  
26  
27  
28

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address) — Nicholas A. Salick, Esq. (SBN 236583) Salick Family Law Group, APLC 9595 WILSHIRE BLVD., SUITE 900 BEVERLY HILLS, CA 90212 TELEPHONE NO. 310-492-4324 FAX NO. (Optional) E-MAIL ADDRESS (Optional) nas@salickfamilylaw.com ATTORNEY FOR (Name) Petitioner, Reed Randoy		FOR COURT USE ONLY     
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles STREET ADDRESS 111 N. Hill St. MAILING ADDRESS 111 N. Hill St. CITY AND ZIP CODE Los Angeles, CA 90012 BRANCH NAME Central District		
PETITIONER/PLAINTIFF: Reed Randoy  RESPONDENT/DEFENDANT: Marieke Randoy  OTHER PARENT/PARTY:		CASE NUMBER BD621137
PROOF OF SERVICE BY MAIL		(If applicable, provide):  HEARING DATE: N/a HEARING TIME: N/a DEPT.: 22

**NOTICE:** To serve temporary restraining orders you must use personal service (see form FL-330).

- I am at least 18 years of age, not a party to this action, and I am a resident of or employed in the county where the mailing took place.
- My residence or business address is:  
9595 Wilshire Blvd., Suite 900  
Beverly Hills, CA 90212
- I served a copy of the following documents (*specify*):  
[Proposed] Findings and Order After Hearing [from 07/31/2015 hearing]

by enclosing them in an envelope AND

- ☐ depositing the sealed envelope with the United States Postal Service with the postage fully prepaid.
- ☒ placing the envelope for collection and mailing on the date and at the place shown in item 4 following our ordinary business practices. I am readily familiar with this business's practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing. It is deposited in the ordinary course of business with the United States Postal Service in a sealed envelope with postage fully prepaid.

- The envelope was addressed and mailed as follows:

- Name of person served: Anat Resnik, Esq.
- Address: 15760 Ventura Blvd., Suite 1160  
Encino, CA 91436
- Date mailed: 08/15/2015
- Place of mailing (city and state): Beverly Hills, CA

- ☐ I served a request to modify a child custody, visitation, or child support judgment or permanent order which included an address verification declaration. (*Declaration Regarding Address Verification—Postjudgment Request to Modify a Child Custody, Visitation, or Child Support Order* (form FL-334) may be used for this purpose.)

- I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: 08/15/2015

Nicholas A. Salick

(TYPE OR PRINT NAME)

(SIGNATURE OF PERSON COMPLETING THIS FORM)

Page 1 of 1

# EXHIBIT C

000079





Amended pursuant to Family Rule 8-1(1)(a)  
Original version filed June 26, 2015

**FORM F3**  
**(RULE 4-1 (1))**

No. E151794  
Vancouver Registry

*In the Supreme Court of British Columbia*

Claimant:  
Marieke Petra Randoy

Respondent:

Reed Philip Randoy

**AMENDED NOTICE OF FAMILY CLAIM**

**This family law case has been started by the claimant(s) for the relief set out in section 4 below.**

If you intend to respond to this family law case, you or your lawyer must

- (a) file a response to family claim in Form F4 in the above-named registry of this court within 30 days after the date on which this copy of the filed notice of family claim was served on you, and
- (b) serve a copy of the filed response to family claim on the claimant.

If you intend to make a counterclaim, you or your lawyer must

- (a) file a response to family claim in Form F4 and a counterclaim in Form F5 in the above-named registry of this court within 30 days after the date on which this copy of the filed notice of family claim was served on you, and
- (b) serve a copy of the filed response to family claim and counterclaim on the claimant and on any new parties named in the counterclaim.

**Orders, including orders granting the relief claimed, may be made against you if you fail to file the response to family claim within the 30 day period referred to above.**

**1 Information about the parties**

The claimant, Marieke Petra Randoy	, is the wife of the respondent
The respondent, Reed Philip Randoy	, is the husband of the claimant

**2 Spousal relationship history**

[Complete this section if a claimant and a respondent are or have been married or are or have been in a marriage-like relationship.]

[Check the correct box(es) and complete the required information.]

The claimant, Marieke Randoy  
[name of claimant]

, and the respondent, Reed Randoy  
[name of respondent]

- ☒ began to live together in a marriage-like relationship on 01/Aug/2011  
[dd/mm/yyyy]
- ☒ were married on 27/Sep/2011  
[dd/mm/yyyy]
- ☒ separated on 21/May/2015  
[dd/mm/yyyy]
- ☐ were divorced from each other by order made on \_\_\_\_\_  
[dd/mm/yyyy]

### 3 Prior court proceedings and agreements

[Check the correct box(es) and complete the required information.]

- ☐ There is no prior agreement, court order or court proceeding relating to any of the claims made in this notice of family claim

[OR]

- ☒ One or more of the following relates to claims made in this notice of family claim:
- ☐ a written agreement dated \_\_\_\_\_  
[dd/mm/yyyy]
- ☒ a court order dated 05/Jun/2015  
[dd/mm/yyyy]
- ☒ a prior court proceeding: Court File Number: BD621137  
Court Registry: County of Los Angeles, California, Central Dist.

#### 4 The Claimant's Claims

[Check the correct box(es) and complete and attach the required Schedules.]

<input checked="" type="checkbox"/>	<del>An order for divorce</del>	<del>[complete and attach Schedule 1]</del>
<input checked="" type="checkbox"/>	An order respecting child(ren)	– [complete and attach Schedule 2]
<input checked="" type="checkbox"/>	<del>An order for spousal support</del>	<del>[complete and attach Schedule 3]</del>
<input checked="" type="checkbox"/>	<del>An order relating to family property and family debt</del>	<del>[complete and attach Schedule 4]</del>
<input checked="" type="checkbox"/>	Another order	– [complete and attach Schedule 5]
<input checked="" type="checkbox"/>	An order for costs	

5 Place of trial will be: Vancouver Law Courts

[name of registry]

6 The address of the registry is Vancouver Registry, 800 Smithe Street, Vancouver, British Columbia

**7 The Claimant's address for service is**

[Set out the street address of the address for service. One or both of a fax number and an e-mail address may be given as additional addresses for service.]

Address for service:	Brent Ellingson Varty & Company, Barristers and Solicitors 900-555 Burrard St. Vancouver, BC V7X 1M8
Fax number address for service (optional):	(604) 443-5051
E-mail address for service (optional):	bellingson@smartt.com

Date: ~~25/Jun/2015~~ 05/Jul/2015

  
\_\_\_\_\_  
Signature of

☐ Claimant

☒ Lawyer for claimant

Brent Ellingson

*If in this family law case a claim is made under the Family Law Act and the claimant is represented by a lawyer, the lawyer must complete the following certificate.*

**LAWYER'S CERTIFICATE (FAMILY LAW ACT, s. 8(2))**

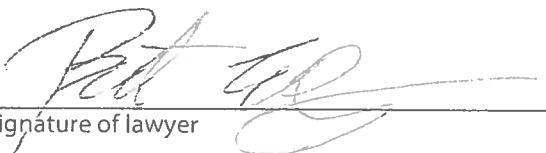
I, Brent Ellingson

, lawyer for Marieke Randoy

certify that, in accordance with section 8 (2) of the *Family Law Act*, I have

(a) discussed with the party the advisability of using various types of family dispute resolution to resolve the matter, and (b) informed the party of the facilities and other resources, known to me, that may be available to assist in resolving the dispute.

Date: ~~25/Jun/2015~~ 05/Jul/2015

  
\_\_\_\_\_  
Signature of lawyer

Brent Ellingson

~~FORM F3~~  
~~(RULE 4-1(1))~~

~~In the Supreme Court of British Columbia~~

~~No.~~

~~Vancouver Registry~~

~~Claimant:~~

~~Marieke Petra Randoy~~

~~Respondent:~~

~~Reed Philip Randoy~~

~~SCHEDULE 1 - DIVORCE~~

~~THIS IS SCHEDULE 1 TO THE CLAIMANT'S NOTICE OF FAMILY CLAIM.~~

~~1 Personal Information~~

	Claimant	Respondent
Birthdate [dd/mmm/yyyy]:	25/Oct/1976	04/Aug/1970
Ordinarily resident in British Columbia since [dd/mmm/yyyy]:	14/Apr/2014	Not ordinarily resident
Surname at birth:	Vekemans	Randoy
Surname immediately before marriage:	Vekemans	Randoy
Marital status immediately before marriage:	divorced	never married
Place of marriage: [city or town; province or state; country]	City: Long Beach <input type="checkbox"/> Canada <input checked="" type="checkbox"/> USA <input type="checkbox"/> Other State: California	USA

~~2 Grounds for the claimant's claim for divorce~~

<input checked="" type="checkbox"/> The claimant asks for an order for divorce on these grounds:
<del>[if divorce is claimed as a result of having lived separate and apart, complete paragraph (i)]</del>
<input checked="" type="checkbox"/> Divorce is claimed as a result of having lived separate and apart.
<input type="checkbox"/> Divorce is claimed on grounds other than having lived separate and apart.



~~Divorce claimed as a result of having lived separate and apart.~~

~~(i) ☒ The claimant and his or her spouse have 21/May/2014  
☒ lived separate and apart since \_\_\_\_\_  
[dd/mm/yyyy]~~

~~AND~~

~~[Check whichever one of the following boxes is correct and complete the required information.]~~

~~☒ the claimant and his or her spouse have not lived together since then \_\_\_\_\_~~

~~☐ the claimant and his or her spouse have lived together again during the following period(s),  
in an unsuccessful attempt to reconcile. \_\_\_\_\_~~

~~From: \_\_\_\_\_ to: \_\_\_\_\_~~

~~[if more space is required attach page and state "See Attached"]~~

~~3 The claimant confirms that:~~

~~[The claimant seeking an order for divorce must check both of the following boxes.]~~

~~☒ There is no possibility of reconciliation. \_\_\_\_\_~~

~~☒ There has been no collusion, as defined in section 11 (4) of the Divorce Act (Canada), in relation to  
this claim for divorce. \_\_\_\_\_~~

~~4 Proof of marriage~~

~~[Check whichever one of the following boxes is correct and complete any required information.]~~

~~☒ A certificate of marriage or of registration of marriage \_\_\_\_\_ has been filed \_\_\_\_\_  
[and translation]~~

~~☐ A certificate of marriage or registration of marriage is not being filed with this notice of family claim  
because \_\_\_\_\_~~

~~[state the reason]~~

~~and the certificate will be filed before this claim is set down for trial or an application is made for an  
order of divorce \_\_\_\_\_~~

~~☐ It is impossible to obtain a certificate of marriage or registration of marriage because: \_\_\_\_\_~~

~~[state the reason]~~

~~5 Children~~

~~(Check whichever one of the following boxes is correct and complete any required information.)~~

☐ There are no children of the marriage as defined by the Divorce Act (Canada)

~~[OR]~~

☒ The children of the marriage are:

<del>Child's Full Legal Name</del> <del>(Surname, First Second Third)</del>	<del>Birth Date</del>	<del>Resides with</del>
<del>Randoy, Hunter Samson</del>	<del>10/Apr/2012</del>	<del>Randoy, Marieke</del>

~~(If more space is required attach page and state "See Attached")~~

~~Date: 25/Jun/2015~~

~~(dd/mm/yyyy)~~

~~Signature of~~

☐ Claimant

☒ Lawyer for claimant

~~Brent Ellingson~~

~~(type or print name)~~

~~The following certificate must be completed for each party to a divorce claim who is represented by a lawyer.~~

~~LAWYER'S CERTIFICATE (DIVORCE ACT (CANADA), S. 9)~~

~~I, Brent Ellingson~~

~~, lawyer for Marieke Randoy~~

~~(name of party)~~

~~certify that I have complied with section 9 of the Divorce Act (Canada), which says:~~

~~9 (1) It is the duty of every barrister, solicitor, lawyer or advocate who undertakes to act on behalf of a spouse in a divorce proceeding~~

~~(a) to draw to the attention of the spouse the provisions of this Act that have as their object the reconciliation of spouses; and~~

~~(b) to discuss with the spouse the possibility of the reconciliation of the spouses and to inform the spouse of the marriage counselling or guidance facilities known to him or her that might be able to assist the spouses to achieve a reconciliation, unless the circumstances of the case are of such a nature that it would clearly not be appropriate to do so.~~

~~(2) It is the duty of every barrister, solicitor, lawyer or advocate who undertakes to act on behalf of a spouse in a divorce proceeding to discuss with the spouse the advisability of negotiating the matters that may be the subject of a support order or a custody order and to inform the spouse of the mediation facilities known to him or her that might be able to assist the spouses in negotiating those matters.~~

~~Date: 25/Jun/2015~~

~~(dd/mm/yyyy)~~

~~Signature of lawyer~~

~~Brent Ellingson~~

~~(type or print name)~~

**FORM F3  
(RULE 4-1 (1))**

*In the Supreme Court of British Columbia*

No. \_\_\_\_\_  
Vancouver Registry

Claimant: Marieke Petra Randoy

Respondent: Reed Philip Randoy

**SCHEDULE 2 – CHILDREN**

THIS IS SCHEDULE 2 TO THE CLAIMANT'S NOTICE OF FAMILY CLAIM.

**1 Identification of child(ren)**

The claimant is asking for an order in respect of the following child or children:

Child's Full Legal Name	Child's Birth Date [dd/mmm/yyyy]	Child's Relationship to the Claimant	Child's Relationship to the Respondent	Child habitually resident in BC since [dd/mmm/yyyy]	Child now living with
Randoy, Hunter Samson	10/Apr/2012	natural child	natural child	14/Apr/2014	Randoy, Marieke

*[if more space is required - attach page and state "See Attached"]*

**2 Orders sought**

The claimant is asking for the following order(s): *[Check the correct box(es) and complete the required information.]*

(a) ☒ an order respecting arrangements for parenting for a child or children  
*[Complete sections 3 and 4 below.]*

~~(b) ☒ an order for child support *[Complete sections 5 to 7 below.]*~~

**3 Current parenting arrangements**

Current arrangements for parenting are:

Child has lived with Claimant in Vancouver, BC from April 2014 to present. Respondent has traveled to Vancouver from Los Angeles, USA for contact with child every 6-8 weeks for 3-4 days per visit.

**4 Proposed arrangement parenting**

The claimant proposes the following arrangements for parenting

*[set out terms of proposed order sought in relation to arrangements for parenting including custody, guardianship, parenting arrangements or contact with a child]:*

The Claimant proposes that she have sole custody and sole guardianship of the child; that the child continue to live permanently with her in Vancouver; and that the Respondent have only professionally supervised contact with the child

The claimant is asking for an order under  
[Check one or both of the following boxes, as applicable.]

☒ the Divorce Act (Canada)

☒ the Family Law Act

**~~5 Current child support arrangements~~**

~~Current child support arrangements are: —~~

~~The respondent sent the claimant \$5000.00 USD per month in unspecified support until May 2015. As of the date of this Notice of Family Claim, the respondent has sent the claimant \$200.00 USD in support in the month of June 2015. The Respondent has not responded to the Claimant's requests for further support for herself and the child. —~~

**~~6 Income of person being asked to pay child support~~**

~~[Check whichever one of the following boxes is correct and complete any required information.]~~

☐ The claimant does not know the income of the person being asked to pay child support

☒ The claimant believes that the income of the person being asked to pay child support is \$ ~~166,416~~

~~based on these facts: Prior to separation the respondent informed the claimant that his average income was \$11,250 USD (\$13,868 CAD) per month net. —~~

**~~7 Proposed child support arrangements~~**

~~[Check the correct box(es) and complete the required information.]~~

~~The claimant is asking for: —~~

☒ support in the amount set out in the child support guidelines table for the following child(ren):

~~— Hunter Samson Randoy —~~

☒ special or extraordinary expenses in accordance with section 7 of the child support guidelines for the following child(ren):

~~— Hunter Samson Randoy —~~

☐ by consent, an order for support in an amount different than the amount set out in the child support guidelines table for the following child(ren):

Date:

~~25/Jun/2015~~

05/Jul/2015

Signature of

☐ Claimant

☒ Lawyer for claimant

Brent Ellingson

~~Note to Claimant AND Respondent: you must file financial information (Form F8) if:-~~

- ~~there is a claim against you for support of a child, OR~~
- ~~you are claiming child support **unless all** of the following conditions apply:~~
  - ~~(a) you are making no claim for any other kind of support;~~
  - ~~(b) the child support is for children who are not stepchildren;~~
  - ~~(c) none of the children for whom child support is claimed is 19 years of age or older;~~
  - ~~(d) the income of the party being asked to pay child support is under \$150 000 per year;~~
  - ~~(e) you are not applying for special expenses under section 7 of the child support guidelines;~~
  - ~~(f) you are not applying for an order under section 8 of the child support guidelines;~~
  - ~~(g) you are not applying for an order under section 9 of the child support guidelines;~~
  - ~~(h) you are not making a claim based on undue hardship under section 10 of the child support guidelines.~~

~~If you do not file the financial information that is required, the court may attribute an amount of income to you, and make a support award against you, based on that amount.~~



~~FORM F3~~

~~(RULE 4-1(1))~~

~~In the Supreme Court of British Columbia~~

~~No.~~

~~Vancouver Registry~~

~~Claimant: Marieke Petra Randoy~~

~~Respondent: Reed Philip Randoy~~

~~SCHEDULE 3 SPOUSAL SUPPORT~~

~~THIS IS SCHEDULE 3 TO THE CLAIMANT'S NOTICE OF FAMILY CLAIM.~~

~~1 Current arrangements for spousal support~~

~~Current spousal support arrangements are:~~  
~~The respondent sent the claimant \$5000.00 USD per month in unspecified support until May 2015. As of the date of this Notice of Family Claim, the respondent has sent the claimant \$200.00 USD in support in the month of June 2015. The Respondent has not responded to the Claimant's requests for further support for herself and the child.~~

~~2 Proposed spousal support arrangements~~

~~[Check the correct box(es) and complete the required information.]~~

☒ ~~The claimant is asking for an order for spousal support as follows:~~  
~~Mid-range spousal support as indicated by the Spousal Support Advisory Guidelines~~  
~~[set out terms of proposed order sought in relation to spousal support]~~  
☒ ~~The claimant is asking for an order for spousal support under~~  
☒ ~~[Check one or both of the following boxes, as applicable:]~~  
☒ ~~the Divorce Act (Canada)~~ ☒ ~~the Family Law Act~~

~~3 Income of claimant and respondent~~

The claimant's gross annual income is \$ ~~2,500~~

~~[Check whichever one of the following boxes is correct and complete any required information.]~~

☐ The claimant does not know what the claimant's spouse's income is

☒ The claimant believes that the claimant's spouse's gross annual income is \$ ~~166,416~~

~~based on these facts: Prior to separation the respondent informed the claimant that his average income was \$11,250 USD (\$13,868 CAD) per month net.~~

~~Date: 25/Jun/2015~~

~~{dd/mm/yyyy}~~

~~Signature of~~

☐ Claimant

☒ Lawyer for claimant

~~Brent Ellingsen~~

~~(type or print name)~~

~~**Note to Claimant AND Respondent:** you must file financial information (Form F8) if there is a claim by you or against you for spousal support.~~

~~If you do not file the financial information that is required, the court may attribute an amount of income to you and make a support award against you, based on that income.~~

~~SCHEDULE 4 - PROPERTY~~

~~THIS IS SCHEDULE 4 TO THE CLAIMANT'S NOTICE OF FAMILY CLAIM.~~

~~No.~~

~~Vancouver Registry~~

~~Claimant:~~

~~Marieke Petra Randoy~~

~~Respondent:~~

~~Reed Philip Randoy~~

~~1 The claimant's claims~~

~~A Property and debt claims under the Family Law Act~~

~~[Check whichever one of the following boxes is correct and complete any required information in relation to family property and family debt, as those terms are defined in the Family Law Act.]~~

~~The claimant is asking for an order for:~~

☒ ~~equal division of family property and family debt~~

☐ ~~unequal division of family property and family debt~~

~~[set out details of proposed unequal division and the grounds on which it is made]~~

~~The address and legal description of any real property in which the claimant claim an interest as a family asset is:~~

~~B Other property claims~~

~~The claimant claims:~~

~~[Check the correct box(es) and complete the required information]~~

☐ ~~an order for compensation instead of an interest in the property described as:~~

~~(identify every property for which compensation is claimed and if compensation is claimed for real property,  
provide the address and legal description of that real property)~~

~~on the following grounds:~~

~~(set out the grounds on which any claim under this paragraph for interest or compensation is based)~~

**2 Certificate of Pending Litigation**

☐ The claimant is applying for a Certificate of Pending Litigation to be registered against the following real property:

~~(provide the legal description of every real property against which a Certificate of Pending Litigation is to be registered)~~

Date: 25/Jun/2015  
~~(dd/mm/yyyy)~~

  
Signature of

☐ Claimant ☒ Lawyer for claimant

Brent Ellingson  
~~(type or print name)~~

### SCHEDULE 5 – OTHER ORDERS

THIS IS SCHEDULE 5 TO THE CLAIMANT'S NOTICE OF FAMILY CLAIM.


No. \_\_\_\_\_

Vancouver Registry

Claimant: Marieke Petra Randoy

Respondent: Reed Philip Randoy

The claimant is asking for the following orders:

<input type="checkbox"/>	an order under the <i>Name Act</i> that my name be changed <div style="text-align: center;"><small>[current full legal name]</small></div> <table border="0" style="width: 100%;"><tr><td style="width: 25%; text-align: center;">Surname</td><td style="width: 25%; text-align: center;">First Name</td><td style="width: 25%; text-align: center;">Second Name</td><td style="width: 25%; text-align: center;">Third Name</td></tr><tr><td colspan="4">from: _____ , _____</td></tr><tr><td colspan="4" style="text-align: center;"><small>[current full legal name]</small></td></tr><tr><td colspan="4">to: _____ , _____</td></tr></table>	Surname	First Name	Second Name	Third Name	from: _____ , _____				<small>[current full legal name]</small>				to: _____ , _____			
Surname	First Name	Second Name	Third Name														
from: _____ , _____																	
<small>[current full legal name]</small>																	
to: _____ , _____																	
<input checked="" type="checkbox"/>	the following orders under the <i>Family Law Act</i> <small>[using numbered paragraphs, set out any orders sought under the Family Law Act that are not referred to in Schedules 1 to 4 and the sections of that Act under which those orders are sought]</small>																
1	Order respecting protection, Family Law Act, s. 183. An order that the respondent be restrained from directly or indirectly communicating with or contacting the claimant, attending at the residence of or any place of business of the claimant, and from following the claimant.																
2	Order respecting protection, Family Law Act, s. 183. An order that the respondent be restrained from contact with the child except under professional supervision.																
<input type="checkbox"/>	other orders <small>[using numbered paragraphs, set out terms of other proposed orders and the authority under which those orders are sought]</small>																
1																	
Date: <del>25/Jun/2015</del> <u>05/Jul/2015</u>																	
 _____ Signature of																	
<input type="checkbox"/> Claimant <input checked="" type="checkbox"/> Lawyer for claimant Brent Ellingson																	

Certified a true copy according to  
the records of the Supreme Court  
at Vancouver, B.C.

This 22 day of January 2016

  
\_\_\_\_\_  
Authorized Signing Officer  
CHRIS GILMOUR



# EXHIBIT D

RECEIVED

SEP 01 2015

NICHOLAS A. SALICK, ESQ. (SBN 236583)  
SALICK FAMILY LAW GROUP, APLC  
9595 WILSHIRE BLVD., SUITE 900  
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Tel.: (310) 492-4324  
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Attorney for Petitioner,  
REED RANDOY

**FILED**  
Superior Court of California  
County of Los Angeles

SEP 30 2015

Sherri R. Carter, Executive Officer/Clerk  
By Mark Goode Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES – CENTRAL DISTRICT**

In re Marriage of:

REED RANDOY,

and

MARIEKE RANDOY,

Petitioner,

Respondent.

CASE NO. BD621137

**FINDINGS AND ORDER AFTER  
HEARING**

**Date:** July 31, 2015  
**Time:** 8:30 a.m.  
**Dept.:** 22  
**Judge:** Hon. Tamara E. Hall

Petitioner's Request for Order Regarding Child Custody, Visitation and Other Orders filed on June 5, 2015; and Petitioner's Request for Order Regarding DVPA Restraining Orders filed July 16, 2015 came on for hearing before the Honorable Tamara E. Hall, Judge presiding, on July 31, 2015 at 8:30 a.m. in Department 22 of the Superior Court of California, County of Los Angeles, Central District. Petitioner, REED RANDOY was present and was represented by his attorney of record, NICHOLAS A. SALICK, ESQ. Respondent, MARIEKE RANDOY was present and was represented by her attorney of record, ANAT RESNIK, ESQ.

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1 Upon consideration of the pleadings, parties' testimony, and arguments of their  
2 respective counsel, the Court made the following findings and orders:

3 **FINDINGS**

- 4 1. The Court finds that California is the home state of the minor child, HUNTER  
5 RANDOY (DOB: April 10, 2012).
- 6 2. Regarding *Family Code* section 3421, the Court finds that no other Court has  
7 exercised jurisdiction of the minor child, that the minor child was born in Los Angeles  
8 County, that the minor child resided in Los Angeles County two (2) years before the  
9 move to Vancouver, that the move to Vancouver was temporary, and that California  
10 was never abandoned as the minor child's home state.
- 11 3. The Court finds that the United States of America is the minor child's country of  
12 habitual residence.

13 **ORDERS**

14 1. Child Custody:

- 15 a. The Court awards joint legal custody to Petitioner and Respondent. The Court  
16 grants sole physical/primary physical custody to Petitioner.
- 17 b. In regards to joint legal custody, the parties shall share information relating to  
18 the health, education, and welfare of the minor child including but not limited to:
- 19 i. Enrollment or termination of attendance in any public or private school;  
20 ii. Participation in regularly occurring extracurricular activities;  
21 iii. Non-emergency medical, dental, and orthodontic treatment other than  
22 routine check-ups;  
23 iv. Participation in mental health counseling, therapy or treatment;  
24 v. Change in area of the child's residence;  
25 vi. Issuance of a driver's license;  
26 vii. Issuance of a passport; and,  
27 viii. Participation in religious studies and observations and/or practices.  
28

1 2. Visitation: The Court grants Respondent visits with the minor child every weekend  
2 from Friday after school (or 10:00 a.m. if no school) to Monday drop off at school (or  
3 10:00 a.m. at Petitioner's home when there is no school). These visits commence  
4 forthwith and are to take place in Los Angeles, California. Respondent may have  
5 contact with the minor child every night from 6:00 p.m. to 7:00 p.m. Contact may be  
6 via text, telephone or Skype and is to be unmonitored.

7 3. Other Orders:

- 8 a. Each party shall advise the other of his or her current address, place of  
9 employment, and phone numbers and shall advise the other of any changes as  
10 soon as reasonably possible.
- 11 b. Each party shall advise all schools and healthcare providers of the name,  
12 address, and phone numbers of the other party of any registration, enrollment,  
13 emergency notification or other forms in which family information is requested.
- 14 c. Each party shall provide the other, within a reasonable period of time, with  
15 copies of all schedules of school and extracurricular activities, school report  
16 cards, progress and special reports, medical reports and health care  
17 instructions regarding the minor child.
- 18 d. Each party shall advise the other, within a reasonable period of time prior  
19 thereto, of all school and extracurricular activities of the minor child in which  
20 parents are invited or allowed to observe or participate.
- 21 e. Each party shall advise the other, within a reasonable period of time prior  
22 thereto, of any medical and mental health treatment or evaluation of the minor  
23 child, including the name and address of the provider of such services.
- 24 f. In emergency situations either party may authorize necessary health care  
25 treatment and procedures for the minor child and such party shall notify the  
26 other thereof as soon as reasonably possible.
- 27 g. Neither part shall make derogatory nor disparaging remarks about the other to  
28 or in the presence of or within hearing of the minor child.

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- 1 h. Neither party shall change the residence of the minor child from the state of  
2 California and from the county of Los Angeles without the prior consent of the  
3 other parent or of prior order of this Court.  
4 i. A party who is unable to assume responsibility for the care of the minor child  
5 during any scheduled period of custody for that party is responsible for making  
6 adequate alternative arrangements for the care of the child.  
7 j. Neither party shall travel outside the United States of America or outside the  
8 state of California with the child without the written consent of the other or an  
9 order of this Court.

10 **MISCELLANEOUS**

11 Counsel for the Petitioner takes the Restraining Order off calendar. No Temporary  
12 Restraining Order was issued.

13 **APPROVED AS TO FORM AND CONTENT.**

14 Dated: LAW OFFICE OF ANAT RESNIK

15  
16  
17 ANAT RESNIK, ESQ.  
Attorney for Respondent, MARIEKE RANDOY

18  
19 **IT IS SO ORDERED.**

20 Dated: 9.30.15

21   
22 JUDICIAL OFFICER OF THE SUPERIOR COURT  
23  
24  
25  
26  
27  
28

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I certify that this is a true and correct copy of the  
original Order  
on file in this office consisting of 4 pages.

SHERRI R. CARTER, Executive Officer / Clerk of the  
Superior Court of California, County of Los Angeles  
JAN 06 2016 W. S. Canales Deputy

Wendy S. Canales

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Superior Court of California  
County of Los Angeles

JUN 15 2016

Sherri R. Carter, Executive Officer/Clerk  
By: Nicholas Young, Deputy

JACKIE LACEY  
District Attorney  
DEANNE CASTORENA  
Deputy District Attorney  
Child Abduction Section  
211 W. Temple Street, 11<sup>th</sup> Floor  
Los Angeles, CA 90012  
(213) 257-2220

Appearing Pursuant to Family Code §3455

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES

In Re the Application of:

Petitioner:

MARIEKE VEKEMANS,

and

Respondent:

REED RANDOY.

CASE NO.

BH010760

POINTS AND AUTHORITIES  
IN SUPPORT OF EXPEDITED  
PROCEEDINGS UNDER THE  
HAGUE CONVENTION ON THE  
CIVIL ASPECTS OF  
INTERNATIONAL CHILD  
ABDUCTION

I. OBJECTIVES OF THE HAGUE CONVENTION

The objectives of the Hague Convention on the Civil Aspects of International Child Abduction ["Convention"] are to promptly return abducted children to their countries of habitual residence, where any unresolved custody or visitation issues can and should be settled.<sup>1</sup> The treaty is essentially jurisdictional in nature, its aim being to restore the child to the position he or

<sup>1</sup>Article 1

The objects of the present Convention are -

(a) to secure the prompt return of children wrongfully removed to or retained in any Contracting State [emphasis added]; and

(b) to ensure that rights of custody and of access under the law of one Contracting State are effectively respected in the other Contracting States.

1 she was in before the wrongful removal or retention.

2 Because the Convention is jurisdictional, a Court which hears a Hague petition should not  
3 evaluate the best interests of the child in question. Nunez-Escudero v. Tice-Menley (8th Cir.  
4 1995) 58 F.3d 374, 377-378. The purpose of the Convention is to return an abducted child to  
5 his or her country of habitual residence so that the appropriate authorities in that country can  
6 determine what is in the child's best interests. A court order that a child be returned pursuant to  
7 the Convention does not constitute a determination on the merits of the underlying custody  
8 dispute.<sup>2</sup> (See also, Friedrich v. Friedrich (6th Cir. 1993) 983 F.2d 1396, 1403. "[I]t is the  
9 clear import of the Convention that in most cases the duty of that court, when the niceties of the  
10 convention are met, is to return the child to the country of habitual residence for resolution of the  
11 custody dispute under the laws of that country.")  
12  
13

## 14 15 II. THE CONVENTION SHOULD BE IMPLEMENTED 16 BY EXPEDITED PROCEEDINGS

17 The Central Authorities of each Contracting State are directed to initiate proceedings  
18 whereby the goals of the Convention can be implemented expeditiously.<sup>3</sup> Zajackowski v.  
19

---

### 20 <sup>2</sup>Article 16

21 After receiving notice of a wrongful removal or retention of a child in the sense of Article 3, the judicial  
22 or administrative authorities of the contracting State to which the child has been removed or in which it  
23 has been retained shall not decide on the merits of rights of custody until it has been determined that the  
24 child is not to be returned under this Convention or unless an application under this Convention is not  
25 lodged within a reasonable time following receipt of the notice.

### 26 Article 19

27 A decision under this Convention concerning the return of the child shall not be taken to be a  
28 determination on the merits of any custody issue.

### <sup>3</sup>Article 7

Central Authorities shall co-operate with each other and promote co-operation amongst the competent  
authorities in their respective States to *secure the prompt return of children* and to achieve the other

1 Zajackowski (Dist.Md. 1996) 983 fed.2d, 1396 ("Unquestionably at the heart of the Convention  
2 is prompt action by courts.")

3 Both the Convention and the federal implementing legislation (International Child  
4 Abduction Remedies Act [ICARA] 22 USC 9001 et seq.) contemplate relaxed rules for the  
5 admissibility of evidence.<sup>4</sup>

6  
7 California Code of Civil Procedure ("CCCP") Section 2009 states that "[a]n affidavit  
8 may be used to verify a pleading...to prove the service of summons, notice, or other paper in an  
9 action or special proceeding, to obtain a provisional remedy...or upon a motion...." CCCP  
10 Section 1003 defines a motion to be "[e]very direction of a court or judge, made or entered in  
11 writing, and not included in a judgment, is denominated an order. *An application for an order is*  
12 *a motion.*" [Emphasis added.]

13  
14 In Reifler v. Superior Court (1974) 39 Cal.App.3d 479, 783, the trial court had  
15 refused to exercise its discretion in hearing testimony and instead relied on a policy precluding  
16  
17 objects of this Convention. [Emphasis added.]

18 Article 11

19 The judicial or administrative authorities of Contracting States shall act expeditiously in proceedings for  
20 the return of children.

21 If the judicial...authority concerned has not reached a decision within six weeks from the date of  
22 commencement of the proceedings, the applicant or the Central Authority of the requesting State...shall  
23 have the right to request a statement of the reasons for the delay.

24 <sup>4</sup>Article 23

25 No legalization or similar formality may be required in the context of this Convention.

26 Article 30

27 Any application submitted to the Central Authorities...together with documents and any other  
28 information appended thereto or provided by a Central Authority, shall be admissible in the courts...of the  
Contracting States.

22 USC 9005 §6

With respect to any application to the United States Central Authority...no authentication of such  
application, petition, document, or information shall be required in order for the application, petition,  
document, or information to be admissible in court.

1 the use of oral testimony in matters estimated to consume more than one day in hearing. On  
2 review, the Court construed CCCP Section 2009 to empower the trial court to determine motions  
3 upon declarations alone and to allow the court discretion to refuse oral testimony. The Court  
4 wrote that "[t]he 'policy' must be viewed as a general but flexible standard which reminds judges  
5 of a large court of the existence of a valuable discretion which they should exercise in the interest  
6 of uniformity of procedure, expedition of court business, and justice to the parties. It is not to be  
7 treated as a substitute for the discretion vested by law in the individual trial judge." *Id.* at 485.

9 In Eddy v. Temkin (1984) 167 Cal.App.3d 1115, 1121 the parties sought to determine  
10 their status with regard to a partnership. The court recognized it had discretion to accept oral  
11 testimony on the matter before it, but properly exercised its discretion not to do so, instead  
12 relying on declarations which incorporated depositions and documentary evidence. In affirming  
13 the decision of the trial court, the Court of Appeal held that the court properly relied on  
14 declarations explaining the circumstances and facts surrounding the transactions in question, and  
15 that oral testimony was not necessary since the demeanor of witnesses was not relevant. *See*  
16 *also, Rosenthal v. Great Western Finance Securities Corp.* (1996) 14 Cal.4th 394, 414 (court has  
17 discretion to hear oral testimony when considering motion, the facts of which are to be proved  
18 by affidavit or declaration and documentary evidence; Corkland v. Boscoe (1984) 156 Cal.  
19 App.3d 989, 994 (in acting upon a motion, the trial court may exercise its discretion and receive  
20 oral testimony or may determine the motion upon declarations alone.)  
21  
22

23 / / /

24 / / /

25 / / /

1                   **III. CALIFORNIA COURTS SHOULD DECIDE HAGUE PETITIONS**  
2                   **UPON THE ORIGINAL APPLICATION, ATTACHED**  
3                   **DOCUMENTATION, AND DECLARATIONS OR AFFIDAVITS**

4                   In light of the expedited proceedings for Hague petitions contemplated by the  
5                   Convention, and California statutory and decisional procedures in place, the Court should decide  
6                   Petitioner's application for return of the child based on the original Hague application,  
7                   documents appended thereto and declarations and/or affidavits submitted by each party to  
8                   supplement the record. In this manner, Petitioner's request for return of the child(ren) can be  
9                   decided within the six week period set out in Article 11 of the Convention.

10  
11                   DATED: 5/19/2016

12                   Respectfully submitted,

13                   JACKIE LACEY  
14                   District Attorney

15                   By

16                   DEANNE CASTORENA  
17                   Deputy District Attorney



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Superior Court of California  
County of Los Angeles

JUN 15 2016

Sherri R. Carter, Executive Officer/Clerk  
By: Nicholas Young, Deputy

JACKIE LACEY  
District Attorney  
DEANNE CASTORENA  
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Appearing Pursuant to Family Code §3455

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES

In re the Application of:

Petitioner:  
MARIEKE VEKEMANS,

and

Respondent:  
REED RANDOY.

No:

BH010760

MEMORANDUM OF LAW: THE  
CONVENTION ON THE CIVIL  
ASPECTS OF INTERNATIONAL  
CHILD ABDUCTION, DONE AT  
THE HAGUE, Oct. 25, 1980;  
- and -  
THE INTERNATIONAL  
CHILD ABDUCTION REMEDIES  
ACT, 22 U.S.C. 9001,  
*et. seq.*

I.

APPLICATION OF THE CONVENTION ON THE  
CIVIL ASPECTS OF INTERNATIONAL CHILD  
ABDUCTION, DONE AT THE HAGUE ON  
OCTOBER 25, 1980

1. The United States became a "Contracting State" to the Convention on the Civil Aspects of International Child Abduction, done at the Hague on October 25, 1980 (hereinafter referred to as "The Convention"). The full text of The Convention is attached as **Exhibit "A."**

The Convention is implemented in the United States by the International Child Abduction Remedies Act (hereinafter referred to as "ICARA"), 22 U.S.C. 9001, *et. seq.* the full text of which is attached hereto as **Exhibit "B."**

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1        2. The Convention is a reciprocal treaty, that is, it is only effective between  
2        contracting states. Art. 35 of the Convention. For a complete list of the Contracting States  
3        see **Exhibit "C."**

4        3. Any person seeking to initiate judicial proceedings under the Convention for the  
5        return of children or for arrangements for organizing or securing the effective exercise of  
6        rights of access to a child may do so by commencing a civil action, filing a petition for the  
7        relief sought. 22 U.S.C. 9003(b). The term "person" includes any individual, institution, or  
8        other legal entity or body, 22 U.S.C. 9002(5). Notice of such a petition shall be given in  
9        accordance with the applicable law governing notice in interstate child custody proceedings.  
10       22 U.S.C. 9003(c).

11       4. Any petition filed under 22 U.S.C. 9003, or any documents or information included  
12       with such petition, do not require authentication of such application, petition, document or  
13       information in order for any such document to be admissible in court. 22 U.S.C. 9005.

14       5. If a child is removed or retained from the child's "Habitual Residence" and such  
15       removal or retention is in derogation of the "Rights of Custody" of a party in the child's  
16       "Habitual Residence," then such removal or retention is deemed to be a "Wrongful Removal"  
17       or "Wrongful Retention." Art. 3

18       6. A petitioner who files an application under the Convention need not have obtained a  
19       custody order from his or her country prior to invoking the Convention terms:

20       **"II. Pre-Decree Removals or Retentions**

21       "Children who are wrongfully removed or retained prior to the entry  
22       of a custody order are protected by the Convention. There need not be a  
23       custody order in effect in order to invoke the Convention's return provisions.  
24       Accordingly, under the Convention a child will be ordered returned to the  
25       person with whom he or she was habitually resident in pre-decree abduction  
26       cases involving violations of existing custody orders.

27       "Application of the Convention to pre-decree cases comes to grips with  
28       the reality that many children are abducted or retained long before custody  
29       actions have been initiated. In this manner, a child is not prejudiced by the  
30       legal inaction of his or her physical custodian, who may not have anticipated

1 the abduction, and *the abductor is denied any legal advantage since the child*  
2 *is subject to the return provisions of the Convention.*"

3 Federal Register, Vol. 51, No. 58, at page 10505. (Emphasis added).

4 7. When there is a "wrongful removal" or "wrongful retention" and an application for  
5 the return of the child is brought in the responding state's judicial system within one year of  
6 the "wrongful removal" or "wrongful retention," then the child shall be returned to its  
7 "habitual residence" forthwith. Art. 12.

8 8. When an application for the return of the child is brought in the responding state's  
9 judicial system more than a year following the wrongful removal or retention, the Court shall  
10 also order the return of the child, unless it is demonstrated that the child is now settled in his  
11 or her new environment. Art. 12. When a child is abducted from his or her habitual  
12 residence and the abductor conceals the child, the concealment may prevent the stable  
13 attachments that make a child "settled." Lozano v. Montoya Alvarez, 134 S.Ct. 1224, 1236,  
14 *citing*, Mendez Lynch v. Mendez Lynch, (MD Fla 2002) 220 F. Supp 2d 1347, 1363-1364  
15 (children not settled when they "lived in seven different locations" in 18 months); Wigley v.  
16 Hares, (Fla. App. 2011) 82 So. 3d 932, 942. ("The mother purposely kept him out of all  
17 community activities, sports, and even church to avoid detection by the father"); In re  
18 Coffield, 96 Ohio App. 3d 52, 58, 644 N.E. 2d 662, 666 (1994) (child not settled when the  
19 abducting parent "was attempting to hide [child's] identity" by withholding child from school  
20 and other organized activities).

21 9. Similar conclusions have been reached under the Uniform Child Custody  
22 Jurisdiction Act (hereinafter referred to as "UCCJA"), codified in California as Family Code  
23 section 3400, *et. seq. cf.:* (Freeman v. Freeman,) (Ky, 1977) 547 S.W.2d 437, 441; Sams v.  
24 Boston (W.Va. 1989) 384 S.E.2d 151,162. As the court stated in Curtis v. Curtis, (Miss.  
25  
26  
27  
28

1 1990) 574 So. 2d 24, 29-30, concealing a child does not ". . . generate so much as a single  
2 tick of the UCCJA's clock." Additionally the Federal Register, Vol. 51, No. 58, at page  
3 10509, addresses the one year provision of the Convention as follows:

4 "The reason for the passage of time, which may have made it possi-  
5 ble for the child to form ties to the new country, is also relevant to the  
6 ultimate disposition of the return petition. If the alleged wrongdoer  
7 concealed the child's whereabouts from the custodian necessitating a  
8 long search for the child and thereby delayed the commencement of a  
9 return proceeding by the applicant, it is highly questionable whether  
10 the respondent should be permitted to benefit from such conduct absent  
11 strong countervailing considerations."

12 10. The Petitioner must establish by a preponderance of the evidence either that the  
13 child has been wrongfully removed or retained within the meaning of the Convention or, in the  
14 case of an action for arrangements for organizing or securing the effective exercise of rights of  
15 access, that the petitioner has such rights. 22 U.S.C. 9003(e)(1).

16 11. The only exceptions to this *mandatory duty* to return the children to their "habitual  
17 residence" are found in Article 13, which gives the courts of the responding state very limited  
18 and restricted discretion not to return the children.

19 12. The Hague Convention on Private International Law, of which the United States is  
20 a member, convoked its second meeting of the Special Commission to study the operation of  
21 the Convention at the Peace Palace in The Hague, Kingdom of the Netherlands on January 18  
22 through 21, 1993. Each day of the convention was divided into two meetings, for a total of  
23 eight meetings. Article 13 was discussed at Meeting No. 5 and Meeting No. 6 (*See Exhibit*  
24 "*D*" for Report of Meeting No. 5 and Report of Meeting No. 6) with the firm conclusion that  
25 the exceptions under Article 13 are to be given a *very narrow interpretation* and that few  
26 defenses would be allowed.

1 13. Any respondent who opposes the return of a child has the burden of establishing  
2 by clear and convincing evidence that one of the exceptions set forth in Articles 13b or 20 of  
3 the Convention applies, or by a preponderance of the evidence that any other exception set  
4 forth in Articles 12 or 13 of the Convention apply. 22 U.S.C. 9003(e)(2).  
5

6 14. The exceptions to return set forth in the Convention are:

7 Article 12: The child is now settled in its new environment. This exception applies  
8 only where the child has been living in the requested State for over one year, *and* there has  
9 been no concealment of the child by the abducting parent.  
10

11 Article 13: The petitioner was not actually exercising custody rights at the time of  
12 retention, or had consented to or subsequently acquiesced in the retention of the child, or the  
13 child objects to being returned and has attained an age and degree of maturity at which it is  
14 appropriate to take account of its views;

15 Article 13(b): That there is a grave risk that his/her return would expose the child to  
16 physical or psychological harm or otherwise place the child in an intolerable situation;

17 Article 20: The return of the child should not be permitted by the fundamental  
18 principles of the requested State to the protection of human rights and fundamental freedoms.  
19

20 II.  
INTERPRETATION OF THE CONVENTION  
21

22 15. The standard sources of interpretation of the Convention, other than developing  
23 case law, are: Explanatory Report by E. Perez-Vera (Hague Conference in Private  
24 International Law, Actes et documents de la Quatorzieme session, Vol, III, 1980, p. 426);  
25 Legal Analysis of the Hague Convention on the Civil Aspects of International Child  
26 Abduction, Department of State, March 26, 1986, 51 Fed. Reg. 10503; International Child  
27  
28

1 Abductions: A guide to Applying the 1988 Hague Convention, with Forms, Gloria F. DeHart,  
2 Editor, Section of Family Law, American Bar Association (1989).

3 16. The Convention is to be given uniform international interpretation. 22 U.S.C.  
4 9001. Although a court of first instance may not be bound by the decisions of courts in other  
5 states or by the manner in which a treaty has been interpreted in other nations (Ex Parte  
6 Charlton (D. N.J. 1911) 185 F. 880, 886, aff'd. at 229 U.S. 447 (1913)) a proper regard for  
7 promoting uniformity of approach in addressing a treaty of this kind requires that the views of  
8 other courts receive respectful attention. Tahan v. Duquette (1922) 259 N.J. Super. 326 (613  
9 A.2d 486)).  
10

11  
12 III.  
13 TERMS USED IN THE CONVENTION

14 17. Habitual Residence:

15 No formal definition has been given in the Convention. It has been discussed in courts  
16 in the United States and elsewhere. Two decisions in the federal courts are illustrative,  
17 holding that "habitual residence" is the place where the child originally lived prior to the  
18 removal to the responding state:

19 "Christina was born March 12, 1987, in Arizona and  
20 remained in said State until December 7, 1989. The only reason she left  
21 Arizona was to accompany her mother on a holiday visit to France.  
22 Christina was absent from the State of Arizona for a period of five  
23 months being a temporary resident with Petitioner in France and England.  
24 To equate the temporary removal and subsequent sequestration of the  
25 minor child to legal status of "habitual residence" in another country  
26 would be reward Petitioner for her ability to conceal the child from the  
27 Respondent, her lawful, custodial parent. The Petitioner may not benefit  
28 from such conduct. Accordingly, the court concludes that Christina's  
place of habitual residence was and is Phoenix, Arizona and not  
Birmingham, England."

25 Meridith v. Meridith (D. Ariz. 1991), 759 F.Supp. 1432.

26 "The Convention does not define 'habitual residence.' Little case  
27  
28



1 law exists on the Convention in general; no United States cases  
2 provides guidance on the construction of 'habitual residence.' The  
3 British courts have provided the most complete analysis. In re Bates,  
4 No. Ca. 122.89, High Court of Justice, Family Div'n. Ct. Royal Court of  
Justice, United Kingdom (1989), the High Court of Justice concluded that  
there is no real distinction between ordinary residence and habitual  
residence. *Id.* at 10. The court also added a word of caution:

5 *'It is greatly to be hoped that the courts will resist the temptation to develop*  
6 *detailed and restrictive rules as to habitual residence, which might make*  
7 *it as technical a term of art as common law domicile. The facts and*  
8 *circumstances of each case should continue to be assessed without resort*  
9 *to presumptions or pre-suppositions.'* (quoting Dicey & Morris,  
10 The Conflicts of Laws 166 (11th ed)).

11 "We agree that habitual residence must not be confused with  
12 domicile. To determine the habitual residence, the court must focus on  
13 the child, not the parents, and examine past experience, not future  
14 intentions.

15 "Thomas was born in Germany to a German father and an American  
16 mother and lived exclusively in Germany except for a few short vacations  
17 before Mrs. Friedrich removed him to the United States. Mrs. Friedrich  
18 argues that despite the fact that Thomas's ordinary residence was always  
19 in Germany, Thomas was actually a habitual resident of the United States  
20 because: 1) he had United States citizenship; 2) his permanent address  
21 for the purpose of the United States documentation was listed as Ironton,  
22 Ohio; and 3) Mrs. Friedrich intended to return to the United States with  
23 Thomas when she was discharged from the military. Although these ties  
24 may be strong enough to establish legal residence in the United States,  
25 they do not establish habitual residence.

26 "A person can have only one habitual residence. On its face,  
27 habitual residence pertains to customary residence prior to the removal.  
28 The court must look back in time, not forward. All of the factors listed  
by Mrs. Friedrich pertain to the future. Moreover, they reflect the  
intentions of Mrs. Friedrich; it is the habitual residence of the child that  
must be determined. Mrs. Friedrich undoubtedly established ties  
between Thomas and the United States and may well have intended for  
Thomas to move to the United States at some time in the future. But  
before Mrs. Friedrich removed Thomas to the United States without the  
knowledge or consent of Mr. Friedrich, Thomas had resided exclusively in  
Germany. Any future plans that Mrs. Friedrich had for Thomas to reside  
in the United States are irrelevant to our inquiry."  
Friedrich v. Friedrich (6th Cir., 1993) 983 F. 2d 1296.

#### 18. Rights of Custody:

19 "Rights of custody" include rights relating to the care of the person of the child, and, in  
20 particular, the right to determine the child's place of residence. Art. 5(a). "Rights of  
21  
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1 custody" may be by operation of law, by a judicial determination or by an agreement that has  
2 legal effect under the law of the habitual residence. Art. 3. For example, under California  
3 Family Code Section 3010, the parents of a child, absent a court order, have equal rights of  
4 custody to the minor child. "Rights of custody" are determined by the law of the country of  
5 habitual residence at the time of the removal or retention. Art. 3, Friedrich v. Friedrich (6th  
6 Cir. 1993) 983 F. 2d 1296.

8 19. Wrongful Removal/Retention:

9 "Wrongful removal/retention" is the removal or retention of a minor child in  
10 breach of the rights of custody of a party in the habitual residence. Art. 3. It includes a  
11 removal or retention before the entry of a custody order regarding that child. 22 U.S.C.  
12 9003(f)(2).

13 IV.  
14 CUSTODY ORDERS FROM CONTRACTING STATES  
15 ARE TO BE GIVEN FULL FAITH AND CREDIT

16 20. Where, however, a custody decree has been entered in another contracting state,  
17 under California law, this state must give full faith and credit to that order:

18 **Family Code section 3426(a). Simultaneous proceedings in other states**

19 "(a) Except as otherwise provided in Section 3424, a court of this state  
20 may not exercise its jurisdiction under this chapter if, at the time of the  
21 commencement of the proceeding, a proceeding concerning the custody  
22 of the child has been commenced in a court of another state having  
23 jurisdiction substantially in conformity with this part, unless the  
proceeding has been terminated or is stayed by the court of the other  
state because a court of this state is a more convenient forum under  
Section 3427.

24 " \* \* \* \* "

25 **Family Code section 3423. Modification of custody determination made by court**  
26 **of another state**

1 Except as otherwise provided in Section 3424, a court of this state  
2 may not modify a child custody determination made by a court of  
3 another state unless a court of this state has jurisdiction to make  
4 an  
5 initial determination under paragraph (1) or (2) of subdivision (a)  
6 of Section 3421 and either of the following determinations is  
7 made:

8 (a) The court of the other state determines it no longer has  
9 exclusive, continuing jurisdiction under Section 3422 or that a  
10 court of this state would be a more convenient forum under  
11 Section 3427.

12 (b) A court of this state or a court of the other state determines  
13 that the child, the child's parents, and any person acting as a  
14 parent do not presently reside in the other state.

15 \* \* \* \* \*

16 **Family Code section 3442. Orders made under the Hague**  
17 **Convention on the Civil Aspects of International Child**  
18 **Abduction**

19 Under this chapter, (i.e., Family Code sections 3441 through 3457)  
20 a court of this state may enforce an order for the return of a child  
21 made under the Hague Convention on the Civil Aspects of International  
22 Child Abduction as if it were a child custody determination.

23 **V.**

24 **SUMMARY DISPOSITION OF THE REQUEST FOR RETURN**

25 21. A principal purpose of the Convention is to summarily decide the matter and  
26 promptly return the minor child to his or her habitual residence. The Convention, in its  
27 preamble, states the following:

28 "The States signatory to the present Convention, [f]irmly  
convinced that the interests of children are of paramount importance  
in matters relating to their custody, [d]esiring to protect children  
internationally from the harmful effects of their wrongful removal  
or retention and to establish procedure to ensure their prompt return  
to the state of their habitual residence, as well as to secure protection  
for rights of access, [h]ave resolved to conclude a convention to this  
effect."

22. This requirement of a "prompt return" of the children to their habitual residence,

1 is repeated at Article 1:

2 "The object of the present Convention is to secure the prompt  
3 return of children wrongfully removed to or retained in any Contracting  
4 State;..."

5 The Convention, at Article 7, as a duty of the Central Authority, again requires that the  
6 principal purpose of the Convention is to "... secure the prompt return of children. . ."

7 23. The Federal implementing act, 22 U.S.C. 9001, *et seq.*, contains this same  
8 requirement at 22 U.S.C. 9001(a)(4):

9  
10 "The Convention on the Civil Aspects of International Child  
11 Abduction, done at The Hague on October 25, 1980, establishes  
12 legal rights and procedures for the prompt return of children who  
13 have been wrongfully removed or retained, as well as for securing  
14 the exercise of visitation rights. Children who are wrongfully removed  
15 or retained within the meaning of the Convention are to be promptly  
16 returned unless one of the narrow exceptions set forth in the Convention  
17 applies. The Convention provides a sound treaty framework to help  
18 resolve the problem of international abduction and retention of children  
19 and will deter such wrongful removals and retentions."

20 24. The Convention *does not* determine the custody rights of the various parties:

21 "A decision under this Convention concerning the return of the  
22 child shall not be taken to be a determination on the merits of any  
23 custody issue."

24 The Convention, Article 19.

25 "The Convention and this Act empower courts in the United States  
26 to determine only rights under the Convention and not the merits of any  
27 underlying child custody claims."

28 ICARA, 22 U.S.C. 9001(b)(4)

25 25. The decisions of courts of the United States and other nations have similarly ruled  
26 on this point: The primary purpose of the Convention, the relevant Legislation, and  
27 Regulations is to provide a summary procedure for the resolution of the proceedings and,  
28 where appropriate, a speedy return to the country of their habitual residence of children who

1 are wrongly removed or retained in another country in breach of rights of custody or access.

2 See Convention Articles 7 and 11.

3  
4 "The Hague Convention is an international treaty designed to  
5 protect custody rights of parents on a global scale. The United States  
6 became a signatory nation to the Convention in July of 1988. The stated  
7 objective of the Convention is 'to secure the prompt return of children  
8 wrongfully removed to or retained in any Contracting State,' and 'to  
9 ensure that rights of custody and access under the law of one Contracting  
10 State are effectively respected in the other Contracting States.'"

11 Meridith v. Meridith (D. Ariz. 1991) 759 F. Supp. 1432.

12 "The Convention was adopted 'to secure the prompt return of  
13 children wrongfully...retained in any Contracting State."

14 Duquette v. Tahan (1992) 252 N.J.Super. 554  
15 (600 A.2d 472)

16 "The preamble to the Hague Convention declares that it was adopted  
17 by the signatory states 'to protect children from the harmful effects of  
18 their wrongful removal or retention and to establish procedures to ensure  
19 their prompt return to the State of their habitual residence, as well as to  
20 secure protection for rights of access.' 51 Fed. Reg. 10498 (1986)  
21 David S. v. Zamira S. (1991) 574 N.Y.S. 2d 429 (Fam. Ct.)

22 "The Hague Convention provides for the prompt return of children  
23 abducted to or wrongfully retained in a country when both that country  
24 (in this case the United States) and the country of the child's habitual  
25 residence (in this case the United Kingdom) are parties to the Hague  
26 Convention and for so long as the child is under age 16 (true in this  
27 application). The obligation to return a child which is subject to  
28 certain limited exceptions, applies whether or not there is an outstanding  
custody decree for the child and regardless of the child's  
nationality. The beauty of the Hague Convention is that if the  
requirements are met the return of the child is mandatory so long as the  
petition is made within one year of the wrongful retention."

Anwar Sheikh v. Margaret Sheikh Cahill 546 N.Y.S. 2d 517 (Supp. 1989)

"The Convention on Civil Aspects of International Child Abduction  
was adopted by the signatory nations in order 'to protect children  
internationally from the harmful effects of their wrongful removal or  
retention and to establish procedure to ensure their prompt return to the  
State of their habitual residence, as well as to secure protection for  
rights of access.' Hague Convention, Preamble."

Friedrich v. Friedrich (6th Cir., 1993) 983 F.2d 1296

VI.  
ATTORNEY'S FEES

26. Should this court determine that the child is to be returned to his/her habitual residence, an award of costs of this action, including attorney's fees to the petitioner is mandatory, unless respondent establishes that such order would be clearly inappropriate:

"Any court ordering the return of a child pursuant to an action brought under section 4 shall order the respondent to pay necessary expenses incurred by or on behalf of the petitioner including court costs, legal fees, foster home or other care in the course of the proceedings and the action, and transportation costs related to the return of the child, unless the respondent establishes that such order would be clearly inappropriate."

22 U.S.C. 9007(b)(3). Rydder v. Rydder (8th Cir., 1995) 49 F.3d 369.

Dated: 5/19/2015

Respectfully submitted,

JACKIE LACEY  
District Attorney

By 

DEANNE CASTORENA  
Deputy District Attorney



# EXHIBIT A

000118

## **HAGUE CONVENTION ON THE CIVIL ASPECTS OF INTERNATIONAL CHILD ABDUCTION**

The States signatory to the present Convention,

Firmly convinced that the interests of children are of paramount importance in matters relating to their custody,

Desiring to protect children internationally from the harmful effects of their wrongful removal or retention and to establish procedures to ensure their prompt return to the State of their habitual residence, as well as to secure protection for rights of access,

Have resolved to conclude a Convention to this effect, and have agreed upon the following provisions -

### **CHAPTER I - SCOPE OF THE CONVENTION**

#### ***Article 1***

The objects of the present Convention are -

- a. to secure the prompt return of children wrongfully removed to or retained in any Contracting State; and
- b. to ensure that rights of custody and of access under the law of one Contracting State are effectively respected in other Contracting States.

#### ***Article 2***

Contracting States shall take all appropriate measures to secure within their territories the implementation of the objects of the Convention. For this purpose they shall use the most expeditious procedures available.

#### ***Article 3***

The removal or the retention of a child is to be considered wrongful where -

- a. it is in breach of rights of custody attributed to a person, an institution or any other body, either jointly or alone, under the law of the State in which the child was habitually resident immediately before the removal or retention; and
- b. at the time of removal or retention those rights were actually exercised, either jointly or alone, or would have been so exercised but for the removal or retention.

The rights of custody mentioned in sub-paragraph a above, may arise in particular by operation of law or by reason of a judicial or administrative decision, or by reason of an agreement having legal effect under the law of that State.

#### ***Article 4***

The Convention shall apply to any child who was habitually resident in a Contracting State immediately before any breach of custody or access rights. The Convention shall cease to apply when the child attains the age of 16 years.

#### ***Article 5***

For the purposes of this Convention -

(Attachment 11-2)

000119

a. 'rights of custody' shall include rights relating to the care of the person of the child and, in particular, the right to determine the child's place of residence;

b. 'rights of access' shall include the right to take a child for a limited period of time to a place other than the child's habitual residence.

## **CHAPTER II - CENTRAL AUTHORITIES**

### **Article 6**

A Contracting State shall designate a Central Authority to discharge the duties which are imposed by the Convention upon such authorities.

Federal States, States with more than one system of law or States having autonomous territorial organizations shall be free to appoint more than one Central Authority and to specify the territorial extent of their powers. Where a State has appointed more than one Central Authority, it shall designate the Central Authority to which applications may be addressed for transmission to the appropriate Central Authority within that State.

### **Article 7**

Central Authorities shall co-operate with each other and promote co-operation amongst the competent authorities in their respective States to secure the prompt return of children and to achieve the other objects of this Convention.

In particular, either directly or through any intermediary, they shall take all appropriate measures -

a. to discover the whereabouts of a child who has been wrongfully removed or retained;

b. to prevent further harm to the child or prejudice to interested parties by taking or causing to be taken provisional measures;

c. to secure the voluntary return of the child or to bring about an amicable resolution of the issues;

d. to exchange, where desirable, information relating to the social background of the child;

e. to provide information of a general character as to the law of their State in connection with the application of the Convention;

f. to initiate or facilitate the institution of judicial or administrative proceedings with a view to obtaining the return of the child and, in a proper case, to make arrangements for organizing or securing the effective exercise of rights of access;

g. where the circumstances so require, to provide or facilitate the provision of legal aid and advice, including the participation of legal counsel and advisers;

h. to provide such administrative arrangements as may be necessary and appropriate to secure the safe return of the child;

i. to keep other each other informed with respect to the operation of this Convention and, as far as possible, to eliminate any obstacles to its application.

## **CHAPTER III - RETURN OF CHILDREN**

### **Article 8**

Any person, institution or other body claiming that a child has been removed or retained in breach of custody rights may apply either to the Central Authority of the child's habitual residence or to the Central Authority of any other Contracting State for assistance in securing the return of the child.

The application shall contain -

- a. information concerning the identity of the applicant, of the child and of the person alleged to have removed or retained the child;
- b. where available, the date of birth of the child;
- c. the grounds on which the applicant's claim for return of the child is based;
- d. all available information relating to the whereabouts of the child and the identity of the person with whom the child is presumed to be.

The application may be accompanied or supplemented by -

- e. an authenticated copy of any relevant decision or agreement;
- f. a certificate or an affidavit emanating from a Central Authority, or other competent authority of the State of the child's habitual residence, or from a qualified person, concerning the relevant law of that State;
- g. any other relevant document.

### **Article 9**

If the Central Authority which receives an application referred to in Article 8 has reason to believe that the child is in another Contracting State, it shall directly and without delay transmit the application to the Central Authority of that Contracting State and inform the requesting Central Authority, or the applicant, as the case may be.

### **Article 10**

The Central Authority of the State where the child is shall take or cause to be taken all appropriate measures in order to obtain the voluntary return of the child.

### **Article 11**

The judicial or administrative authorities of Contracting States shall act expeditiously in proceedings for the return of children.

If the judicial or administrative authority concerned has not reached a decision within six weeks from the date of commencement of the proceedings, the applicant or the Central Authority of the requested State, on its own initiative or if asked by the Central Authority of the requesting State, shall have the right to request the Central Authority of the requested State, that Authority shall transmit the reply to the Central Authority of the requesting State, or to the applicant, as the case may be.

### **Article 12**

Where a child has been wrongfully removed or retained in terms of Article 3 and, at the date of the commencement of the proceedings before the judicial or administrative authority of the Contracting State where the child is, a period of less than one year has

elapsed from the date of the wrongful removal or retention, the authority concerned shall order the return of the child forthwith.

The judicial or administrative authority, even where the proceedings have been commenced after the expiration of the period of one year referred to in the preceding paragraph, shall also order the return of the child, unless it is demonstrated that the child is now settled in its new environment.

Where the judicial or administrative authority in the requested State has reason to believe that the child has been taken to another State, it may stay the proceedings or dismiss the application for the return of the child.

#### **Article 13**

Notwithstanding the provisions of the preceding Article, the judicial or administrative authority of the requested State is not bound to order the return of the child if the person, institution or other body which opposes its return establishes that -

a. the person, institution or other body having the care of the person of the child was not actually exercising the custody rights at the time of removal or retention, or had consented to or subsequently acquiesced in the removal or retention; or

b. there is a grave risk that his or her return would expose the child to physical or psychological harm or otherwise place the child in an intolerable situation.

The judicial or administrative authority may also refuse to order the return of the child if it finds that the child objects to being returned and has attained an age and degree of maturity at which it is appropriate to take account of its views.

In considering the circumstances referred to in this Article, the judicial and administrative authorities shall take into account the information relating to the social background of the child provided by the Central Authority or other competent authority of the child's habitual residence.

#### **Article 14**

In ascertaining whether there has been a wrongful removal or retention within the meaning of Article 3, the judicial or administrative authorities of the requested State may take notice directly of the law of, and of judicial or administrative decisions, formally recognized or not in the State of the habitual residence of the child, without recourse to the specific procedures for the proof of that law or for the recognition of foreign decisions which would otherwise be applicable.

#### **Article 15**

The judicial or administrative authorities of a Contracting State may, prior to the making of an order for the return of the child, request that the applicant obtain from the authorities of the State of the habitual residence of the child a decision or other determination that the removal or retention was wrongful within the meaning of Article 3 of the Convention, where such a decision or determination may be obtained in that State. The Central Authorities of the Contracting States shall so far as practicable assist applicants to obtain such a decision or determination.

#### **Article 16**

After receiving notice of a wrongful removal or retention of a child in the sense of Article 3, the judicial or administrative authorities of the Contracting State to which the child has been

removed or in which it has been retained shall not decide on the merits of rights of custody until it has been determined that the child is not to be returned under this Convention or unless an application under the Convention is not lodged within a reasonable time following receipt of the notice.

**Article 17**

The sole fact that a decision relating to custody has been given in or is entitled to recognition in the requested State shall not be a ground for refusing to return a child under this Convention, but the judicial or administrative authorities of the requested State may take account of the reasons for that decision in applying this Convention.

**Article 18**

The provisions of this Chapter do not limit the power of a judicial or administrative authority to order the return of the child at any time.

**Article 19**

A decision under this Convention concerning the return of the child shall not be taken to be determination on the merits of any custody issue.

**Article 20**

The return of the child under the provision of Article 12 may be refused if this would not be permitted by the fundamental principles of the requested State relating to the protection of human rights and fundamental freedoms.

**CHAPTER IV - RIGHTS OF ACCESS**

**Article 21**

An application to make arrangements for organizing or securing the effective exercise of rights of access may be presented to the Central Authorities of the Contracting States in the same way as an application for the return of a child.

The Central Authorities are bound by the obligations of co-operation which are set forth in Article 7 to promote the peaceful enjoyment of access rights and the fulfillment of any conditions to which the exercise of such rights may be subject. The Central Authorities shall take steps to remove, as far as possible, all obstacles to the exercise of such rights. The Central Authorities, either directly or through intermediaries, may initiate or assist in the institution of proceedings with a view to organizing or protecting these rights and securing respect for the conditions to which the exercise of these rights may be subject.

**Article 22**

No security, bond or deposit, however described, shall be required to guarantee the payment of costs and expenses in the judicial or administrative proceedings falling within the scope of this Convention.

**Article 23**

No legalization or similar formality may be required in the context of this Convention.

**Article 24**

Any application, communication or other document sent to the Central Authority of the requested State shall be in the original language, and shall be accompanied by a translation into the official language or one of the official languages of the requested State or, where that is not feasible, a translation into French or English.



However, a Contracting State may, by making a reservation in accordance with Article 42, object to the use of either French or English, but not both, in any application, communication or other document sent to its Central Authority.

**Article 25**

Nationals of the Contracting States and persons who are habitually resident within those States shall be entitled in matters concerned with the application of this Convention to legal aid and advice in any other Contracting State on the same conditions as if they themselves were nationals of and habitually resident in that State.

**Article 26**

Each Central Authority shall bear its own costs in applying this Convention.

Central Authorities and other public services of Contracting States shall not impose any charges in relation to applications submitted under this Convention. In particular, they may not require any payment from the applicant towards the costs and expenses of the proceedings or, where applicable, those arising from the participation of legal counsel or advisers. However, they may require the payment of the expenses incurred or to be incurred in implementing the return of the child.

However, a Contracting State may, by making a reservation in accordance with Article 42, declare that it shall not be bound to assume any costs referred to in the preceding paragraph resulting from the participation of legal counsel or advisers or from court proceedings, except insofar as those costs may be covered by its system of legal aid and advice.

Upon ordering the return of a child or issuing an order concerning rights of access under this Convention, the judicial or administrative authorities may, where appropriate, direct the person who removed or retained the child, or who prevented the exercise of rights of access, to pay necessary expenses incurred by or on behalf of the applicant, including travel expenses, any costs incurred or payments made for locating the child, the costs of legal representation of the applicant, and those of returning the child.

**Article 27**

When it is manifest that the requirements of this Convention are not fulfilled or that the application is otherwise not well founded, a Central Authority is not bound to accept the application. In that case, the Central Authority shall forthwith inform the applicant or the Central Authority through which the application was submitted, as the case may be, of its reasons.

**Article 28**

A Central Authority may require that the application be accompanied by a written authorization empowering it to act on behalf of the applicant, or to designate a representative so to act.

**Article 29**

This Convention shall not preclude any person, institution or body who claims that there has been a breach of custody or access rights within the meaning of Article 3 or 21 from applying directly to the judicial or administrative authorities of a Contracting State, whether or not under the provisions of this Convention.

**Article 30**

Any application submitted to the Central Authorities or directly to the judicial or administrative authorities of a Contracting State in accordance with the terms of this Convention, together with documents and any other information appended thereto or provided by a Central Authority, shall be admissible in the courts or administrative authorities of the Contracting States.

**Article 31**

In relation to a State which in matters of custody of children has two or more systems of law applicable in different territorial units -

- a. any reference to habitual residence in that State shall be construed as referring to habitual residence in a territorial unit of that State;
- b. any reference to the law of the State of habitual residence shall be construed as referring to the law of the territorial unit in that State where the child habitually resides.

**Article 32**

In relation to a State which in matters of custody of children has two or more systems of law applicable to different categories of persons, any reference to the law of that State shall be construed as referring to the legal system specified by the law of that State.

**Article 33**

A State within which different territorial units have their own rules of law in respect of custody of children shall not be bound to apply this Convention where a State with a unified system of law would not be bound to do so.

**Article 34**

This Convention shall take priority in matters within its scope over the Convention of 5 October 1961 concerning the powers of authorities and the law applicable in respect of the protection of minors, as between Parties to both Conventions. Otherwise the present Convention shall not restrict the application of an international instrument in force between the State of origin and the State addressed or other law of the State addressed for the purposes of obtaining the return of a child who has been wrongfully removed or retained or of organizing access rights.

**Article 35**

This Convention shall apply as between Contracting States only to wrongful removals or retentions occurring after its entry into force in those States.

Where a declaration has been made under Article 39 or 40, the reference in the preceding paragraph to a Contracting State shall be taken to refer to the territorial unit or units in relation to which this Convention applies.

**Article 36**

Nothing in this Convention shall prevent two or more Contracting State, in order to limit the restrictions to which the return of the child may be subject, from agreeing among themselves to derogate from any provision of this Convention which may imply such a restriction.

**CHAPTER V - FINAL CLAUSES**

**Article 37**

The Convention shall be open for signature by the States which were Members of the Hague Conference on Private International Law at the time of its Fourteenth Session.

It shall be ratified, accepted or approved and the instruments of ratification, acceptance or approval shall be deposited with the Ministry of Foreign Affairs of the Kingdom of the Netherlands.

**Article 38**

Any other State may accede to the Convention. The instrument of accession shall be deposited with the Ministry of Foreign Affairs of the Kingdom of the Netherlands.

The Convention shall enter into force for a State acceding to it on the first day of the third calendar month after the deposit of its instrument of accession.

The accession will have effect only as regards the relations between the acceding State and such Contracting States as will have declared their acceptance of the accession. Such a declaration will also have to be made by any Member State ratifying, accepting or approving the Convention after an accession. Such declaration shall be deposited at the Ministry of Foreign Affairs of the Kingdom of the Netherlands; this Ministry shall forward, through diplomatic channels, a certified copy to each of the Contracting States.

The Convention will enter into force as between the acceding State and the State that has declared its acceptance of the accession on the first day of the third calendar month after the deposit of the declaration of acceptance.

**Article 39**

Any State may, at the time of signature, ratification, acceptance, approval or accession, declare that the Convention shall extend to all the territories for the international relations of which it is responsible, or to one or more of them. Such a declaration shall take effect at the time the Convention enters into force for that State.

Such declaration, as well as any subsequent extension, shall be notified to the Ministry of Foreign Affairs of the Kingdom of the Netherlands.

**Article 40**

If a Contracting State has two or more territorial units in which different systems of law are applicable in relation to matters dealt with in this Convention, it may at the time of signature, ratification, acceptance, approval or accession declare that this Convention shall extend to all its territorial units or only to one or more of them and may modify this declaration by submitting another declaration at any time. Any such declaration shall be notified to the Ministry of Foreign Affairs of the Kingdom of the Netherlands and shall state expressly the territorial units to which the Convention applies.

**Article 41**

Where a Contracting State has a system of government under which executive, judicial and legislative powers are distributed between central and other authorities within that State, its signature or ratification, acceptance or approval of, or accession to this Convention, or its making of any declaration in terms of Article 40 shall carry no implication as to the internal distribution of powers within that State.

**Article 42**

Any State may, not later than the time of ratification, acceptance, approval or accession, or at the time of making a declaration in terms of Article 39 or 40, make one or both of the reservations provided for in Article 24 and Article 26, third paragraph. No other reservations shall be permitted.

Any State may at any time withdraw a reservation it has made. The withdrawal shall be notified to the Ministry of Foreign Affairs of the Kingdom of the Netherlands.

The reservation shall cease to have effect on the first day of the third calendar month after the notification referred to in the preceding paragraph.

**Article 43**

The Convention shall enter into force on the first day of the third calendar month after the deposit of the third instrument of ratification, acceptance, approval or accession referred to in Articles 37 and 38.

Thereafter the Convention shall enter into force -

1. for each State ratifying, accepting, approving or acceding to it subsequently, on the first day of the third calendar month after the deposit of its instrument of ratification, acceptance, approval or accession;
2. for any territory or territorial unit to which the Convention has been extended in conformity with Article 39 or 40, on the first day of the third calendar month after the notification referred to in that Article.

**Article 44**

The Convention shall remain in force for five years from the date of its entry into force in accordance with the first paragraph of Article 43 even for States which subsequently have ratified, accepted, approved it or acceded to it.

If there has been no denunciation, it shall be renewed tacitly every five years.

Any denunciation shall be notified to the Ministry of Foreign Affairs of the Kingdom of the Netherlands at least six months before the expiry of the five year period. It may be limited to certain of the territories or territorial units to which the Convention applies.

The denunciation shall have effect only as regards the State which has notified it. The Convention shall remain in force for the other Contracting States.

**Article 45**

The Ministry of Foreign Affairs of the Kingdom of the Netherlands shall notify the States Members of the Conference, and the States which have acceded in accordance with Article 38, of the following -

1. the signatures and ratifications, acceptances and approvals referred to in Article 37;
2. the accession referred to in Article 38;
3. the date on which the Convention enters into force in accordance with Article 43;
4. the extensions referred to in Article 39;
5. the declarations referred to in Articles 38 and 40;
6. the reservations referred to in Article 24 and Article 26, third paragraph, and the withdrawals referred to in Article 42;

(Attachment 11-2)

000127

7. the denunciation referred to in Article 44.

In witness whereof the undersigned, being duly authorized thereto, have signed this Convention.

Done at The Hague, on the 25th day of October, 1980, in the English and French languages, both texts being equally authentic, in a single copy which shall be deposited in the archives of the Government of the Kingdom of the Netherlands, and of which a certified copy shall be sent, through diplomatic channels, to each of the States Members of the Hague Conference on Private International Law at the date of its Fourteenth Session.

(Attachment 11-2)

000128

# EXHIBIT B



**22 USC Ch. 97: INTERNATIONAL CHILD ABDUCTION REMEDIES**  
**From Title 22—FOREIGN RELATIONS AND INTERCOURSE**

**CHAPTER 97—INTERNATIONAL CHILD ABDUCTION REMEDIES**

Sec.

9001.

Findings and declarations.

9002.

Definitions.

9003.

Judicial remedies.

9004.

Provisional remedies.

9005.

Admissibility of documents.

9006.

United States Central Authority.

9007.

Costs and fees.

9008.

Collection, maintenance, and dissemination of information.

9009.

Office of Children's Issues.

9010.

Interagency coordinating group.

9011.

Authorization of appropriations.

## **§9001. Findings and declarations**

### **(a) Findings**

The Congress makes the following findings:

- (1) The international abduction or wrongful retention of children is harmful to their well-being.
- (2) Persons should not be permitted to obtain custody of children by virtue of their wrongful removal or retention.
- (3) International abductions and retentions of children are increasing, and only concerted cooperation pursuant to an international agreement can effectively combat this problem.
- (4) The Convention on the Civil Aspects of International Child Abduction, done at The Hague on October 25, 1980, establishes legal rights and procedures for the prompt return of children who have been wrongfully removed or retained, as well as for securing the exercise of visitation rights. Children who are wrongfully removed or retained within the meaning of the Convention are to be promptly returned unless one of the narrow exceptions set forth in the Convention applies. The Convention provides a sound treaty framework to help resolve the problem of international abduction and retention of children and will deter such wrongful removals and retentions.

### **(b) Declarations**

The Congress makes the following declarations:

- (1) It is the purpose of this chapter to establish procedures for the implementation of the Convention in the United States.
- (2) The provisions of this chapter are in addition to and not in lieu of the provisions of the Convention.
- (3) In enacting this chapter the Congress recognizes—
  - (A) the international character of the Convention; and
  - (B) the need for uniform international interpretation of the Convention.

- (4) The Convention and this chapter empower courts in the United States to determine only rights under

000130

the Convention and not the merits of any underlying child custody claims.  
(Pub. L. 100–300, §2, Apr. 29, 1988, 102 Stat. 437.)

### REFERENCES IN TEXT

This chapter, referred to in subsec. (b), was in the original "this Act" meaning Pub. L. 100–300, Apr. 29, 1988, 102 Stat. 437, which is classified principally to this chapter. For complete classification of this Act to the Code, see Short Title note below and Tables.

### CODIFICATION

Section was formerly classified to section 11601 of Title 42, The Public Health and Welfare.

### SHORT TITLE OF 2004 AMENDMENT

Pub. L. 108–370, §1, Oct. 25, 2004, 118 Stat. 1750, provided that: "This Act [amending section 9006 of this title] may be cited as the 'Prevention of Child Abduction Partnership Act'."

### SHORT TITLE

Pub. L. 100–300, §1, Apr. 29, 1988, 102 Stat. 437, provided that: "This Act [enacting this chapter and amending section 663 of Title 42, The Public Health and Welfare] may be cited as the 'International Child Abduction Remedies Act'."

## §9002. Definitions

For the purposes of this chapter—

(1) the term "applicant" means any person who, pursuant to the Convention, files an application with the United States Central Authority or a Central Authority of any other party to the Convention for the return of a child alleged to have been wrongfully removed or retained or for arrangements for organizing or securing the effective exercise of rights of access pursuant to the Convention;

(2) the term "Convention" means the Convention on the Civil Aspects of International Child Abduction, done at The Hague on October 25, 1980;

(3) the term "Parent Locator Service" means the service established by the Secretary of Health and Human Services under section 653 of title 42;

(4) the term "petitioner" means any person who, in accordance with this chapter, files a petition in court seeking relief under the Convention;

(5) the term "person" includes any individual, institution, or other legal entity or body;

(6) the term "respondent" means any person against whose interests a petition is filed in court, in accordance with this chapter, which seeks relief under the Convention;

(7) the term "rights of access" means visitation rights;

(8) the term "State" means any of the several States, the District of Columbia, and any commonwealth, territory, or possession of the United States; and

(9) the term "United States Central Authority" means the agency of the Federal Government designated by the President under section 9006(a) of this title.

(Pub. L. 100–300, §3, Apr. 29, 1988, 102 Stat. 437.)

### REFERENCES IN TEXT

This chapter, referred to in text, was in the original "this Act" meaning Pub. L. 100–300, Apr. 29, 1988, 102 Stat. 437, which is classified principally to this chapter. For complete classification of this Act to the Code, see Short Title note under section 9001 of this title and Tables.

### CODIFICATION

Section was formerly classified to section 11602 of Title 42, The Public Health and Welfare.

## §9003. Judicial remedies

### (a) Jurisdiction of courts

The courts of the States and the United States district courts shall have concurrent original jurisdiction of actions arising under the Convention.

000131

**(b) Petitions**

Any person seeking to initiate judicial proceedings under the Convention for the return of a child or for arrangements for organizing or securing the effective exercise of rights of access to a child may do so by commencing a civil action by filing a petition for the relief sought in any court which has jurisdiction of such action and which is authorized to exercise its jurisdiction in the place where the child is located at the time the petition is filed.

**(c) Notice**

Notice of an action brought under subsection (b) shall be given in accordance with the applicable law governing notice in interstate child custody proceedings.

**(d) Determination of case**

The court in which an action is brought under subsection (b) shall decide the case in accordance with the Convention.

**(e) Burdens of proof**

(1) A petitioner in an action brought under subsection (b) shall establish by a preponderance of the evidence—

(A) in the case of an action for the return of a child, that the child has been wrongfully removed or retained within the meaning of the Convention; and

(B) in the case of an action for arrangements for organizing or securing the effective exercise of rights of access, that the petitioner has such rights.

(2) In the case of an action for the return of a child, a respondent who opposes the return of the child has the burden of establishing—

(A) by clear and convincing evidence that one of the exceptions set forth in article 13b or 20 of the Convention applies; and

(B) by a preponderance of the evidence that any other exception set forth in article 12 or 13 of the Convention applies.

**(f) Application of Convention**

For purposes of any action brought under this chapter—

(1) the term "authorities", as used in article 15 of the Convention to refer to the authorities of the state of the habitual residence of a child, includes courts and appropriate government agencies;

(2) the terms "wrongful removal or retention" and "wrongfully removed or retained", as used in the Convention, include a removal or retention of a child before the entry of a custody order regarding that child; and

(3) the term "commencement of proceedings", as used in article 12 of the Convention, means, with respect to the return of a child located in the United States, the filing of a petition in accordance with subsection (b) of this section.

**(g) Full faith and credit**

Full faith and credit shall be accorded by the courts of the States and the courts of the United States to the judgment of any other such court ordering or denying the return of a child, pursuant to the Convention, in an action brought under this chapter.

**(h) Remedies under Convention not exclusive**

The remedies established by the Convention and this chapter shall be in addition to remedies available under other laws or international agreements.

(Pub. L. 100-300, §4, Apr. 29, 1988, 102 Stat. 438.)

**REFERENCES IN TEXT**

This chapter, referred to in subsecs. (f) to (h), was in the original "this Act" meaning Pub. L. 100-300, Apr. 29, 1988, 102 Stat. 437, which is classified principally to this chapter. For complete classification of this Act to the Code, see Short Title note under section 9001 of this title and Tables.

**CODIFICATION**

Section was formerly classified to section 11603 of Title 42, The Public Health and Welfare.

000132

## **§9004. Provisional remedies**

### **(a) Authority of courts**

In furtherance of the objectives of article 7(b) and other provisions of the Convention, and subject to the provisions of subsection (b) of this section, any court exercising jurisdiction of an action brought under section 9003(b) of this title may take or cause to be taken measures under Federal or State law, as appropriate, to protect the well-being of the child involved or to prevent the child's further removal or concealment before the final disposition of the petition. .

### **(b) Limitation on authority**

No court exercising jurisdiction of an action brought under section 9003(b) of this title may, under subsection (a) of this section, order a child removed from a person having physical control of the child unless the applicable requirements of State law are satisfied.

(Pub. L. 100-300, §5, Apr. 29, 1988, 102 Stat. 439.)

### **CODIFICATION**

Section was formerly classified to section 11604 of Title 42, The Public Health and Welfare.

## **§9005. Admissibility of documents**

With respect to any application to the United States Central Authority, or any petition to a court under section 9003 of this title, which seeks relief under the Convention, or any other documents or information included with such application or petition or provided after such submission which relates to the application or petition, as the case may be, no authentication of such application, petition, document, or information shall be required in order for the application, petition, document, or information to be admissible in court.

(Pub. L. 100-300, §6, Apr. 29, 1988, 102 Stat. 439.)

### **CODIFICATION**

Section was formerly classified to section 11605 of Title 42, The Public Health and Welfare.

## **§9006. United States Central Authority**

### **(a) Designation**

The President shall designate a Federal agency to serve as the Central Authority for the United States under the Convention.

### **(b) Functions**

The functions of the United States Central Authority are those ascribed to the Central Authority by the Convention and this chapter.

### **(c) Regulatory authority**

The United States Central Authority is authorized to issue such regulations as may be necessary to carry out its functions under the Convention and this chapter.

### **(d) Obtaining information from Parent Locator Service**

The United States Central Authority may, to the extent authorized by the Social Security Act [42 U.S.C. 301 et seq.], obtain information from the Parent Locator Service.

### **(e) Grant authority**

The United States Central Authority is authorized to make grants to, or enter into contracts or agreements with, any individual, corporation, other Federal, State, or local agency, or private entity or organization in the United States for purposes of accomplishing its responsibilities under the Convention and this chapter.

### **(f) Limited liability of private entities acting under the direction of the United States Central Authority**

#### **(1) Limitation on liability**

Except as provided in paragraphs (2) and (3), a private entity or organization that receives a grant from or enters into a contract or agreement with the United States Central Authority under subsection (e) of this

000133

section for purposes of assisting the United States Central Authority in carrying out its responsibilities and functions under the Convention and this chapter, including any director, officer, employee, or agent of such entity or organization, shall not be liable in any civil action sounding in tort for damages directly related to the performance of such responsibilities and functions as defined by the regulations issued under subsection (c) of this section that are in effect on October 1, 2004.

**(2) Exception for intentional, reckless, or other misconduct**

The limitation on liability under paragraph (1) shall not apply in any action in which the plaintiff proves that the private entity, organization, officer, employee, or agent described in paragraph (1), as the case may be, engaged in intentional misconduct or acted, or failed to act, with actual malice, with reckless disregard to a substantial risk of causing injury without legal justification, or for a purpose unrelated to the performance of responsibilities or functions under this chapter.

**(3) Exception for ordinary business activities**

The limitation on liability under paragraph (1) shall not apply to any alleged act or omission related to an ordinary business activity, such as an activity involving general administration or operations, the use of motor vehicles, or personnel management.

(Pub. L. 100-300, §7, Apr. 29, 1988, 102 Stat. 439; Pub. L. 105-277, div. G, title XXII, §2213, Oct. 21, 1998, 112 Stat. 2681-812; Pub. L. 108-370, §2, Oct. 25, 2004, 118 Stat. 1750.)

## REFERENCES IN TEXT

This chapter, referred to in subsecs. (b), (c), (e), and (f), was in the original "this Act" meaning Pub. L. 100-300, Apr. 29, 1988, 102 Stat. 437, as amended, which is classified principally to this chapter. For complete classification of this Act to the Code, see Short Title note set out under section 9001 of this title and Tables.

The Social Security Act, referred to in subsec. (d), is act Aug. 14, 1935, ch. 531, 49 Stat. 620, as amended, which is classified generally to chapter 7 (§301 et seq.) of Title 42, The Public Health and Welfare. For complete classification of this Act to the Code, see section 1305 of Title 42 and Tables.

## CODIFICATION

Section was formerly classified to section 11606 of Title 42, The Public Health and Welfare.

## AMENDMENTS

2004—Subsec. (f). Pub. L. 108-370 added subsec. (f).

1998—Subsec. (e). Pub. L. 105-277 added subsec. (e).

## EX. ORD. NO. 12648. IMPLEMENTATION OF CONVENTION ON CIVIL ASPECTS OF INTERNATIONAL CHILD ABDUCTION

Ex. Ord. No. 12648, Aug. 11, 1988, 53 F.R. 30637, provided:

The United States of America deposited its instrument of ratification of the Hague Convention on the Civil Aspects of International Child Abduction ("Convention") on April 29, 1988. The Convention entered into force for the United States on July 1, 1988. Article 6 of the Convention imposes upon Contracting States an obligation to designate a "Central Authority" for the purpose of discharging certain specified functions.

In order that the Government of the United States of America may give full and complete effect to the Convention, and pursuant to section 7 of the International Child Abduction Remedies Act, Public Law No. 100-300 (1988) [22 U.S.C. 9006], it is expedient and necessary that I designate a Central Authority within the Executive branch of said Government:

NOW, THEREFORE, by virtue of the authority vested in me as President by the Constitution and the laws of the United States, including section 301 of Title 3 of the United States Code and section 7 of the International Child Abduction Remedies Act, it is ordered as follows:

Section 1. *Designation of Central Authority.* The Department of State is hereby designated as the Central Authority of the United States for purposes of the Hague Convention on the Civil Aspects of International Child Abduction. The Secretary of State is hereby authorized and empowered, in accordance with such regulations as he may prescribe, to perform all lawful acts that may be necessary and proper in order to execute the functions of the Central Authority in a

timely and efficient manner.

RONALD REAGAN.

## **§9007. Costs and fees**

### **(a) Administrative costs**

No department, agency, or instrumentality of the Federal Government or of any State or local government may impose on an applicant any fee in relation to the administrative processing of applications submitted under the Convention.

### **(b) Costs incurred in civil actions**

(1) Petitioners may be required to bear the costs of legal counsel or advisors, court costs incurred in connection with their petitions, and travel costs for the return of the child involved and any accompanying persons, except as provided in paragraphs (2) and (3).

(2) Subject to paragraph (3), legal fees or court costs incurred in connection with an action brought under section 9003 of this title shall be borne by the petitioner unless they are covered by payments from Federal, State, or local legal assistance or other programs.

(3) Any court ordering the return of a child pursuant to an action brought under section 9003 of this title shall order the respondent to pay necessary expenses incurred by or on behalf of the petitioner, including court costs, legal fees, foster home or other care during the course of proceedings in the action, and transportation costs related to the return of the child, unless the respondent establishes that such order would be clearly inappropriate.

(Pub. L. 100-300, §8, Apr. 29, 1988, 102 Stat. 440.)

## **CODIFICATION**

Section was formerly classified to section 11607 of Title 42, The Public Health and Welfare.

## **§9008. Collection, maintenance, and dissemination of information**

### **(a) In general**

In performing its functions under the Convention, the United States Central Authority may, under such conditions as the Central Authority prescribes by regulation, but subject to subsection (c), receive from or transmit to any department, agency, or instrumentality of the Federal Government or of any State or foreign government, and receive from or transmit to any applicant, petitioner, or respondent, information necessary to locate a child or for the purpose of otherwise implementing the Convention with respect to a child, except that the United States Central Authority—

(1) may receive such information from a Federal or State department, agency, or instrumentality only pursuant to applicable Federal and State statutes; and

(2) may transmit any information received under this subsection notwithstanding any provision of law other than this chapter.

### **(b) Requests for information**

Requests for information under this section shall be submitted in such manner and form as the United States Central Authority may prescribe by regulation and shall be accompanied or supported by such documents as the United States Central Authority may require.

### **(c) Responsibility of government entities**

Whenever any department, agency, or instrumentality of the United States or of any State receives a request from the United States Central Authority for information authorized to be provided to such Central Authority under subsection (a), the head of such department, agency, or instrumentality shall promptly cause a search to be made of the files and records maintained by such department, agency, or instrumentality in order to determine whether the information requested is contained in any such files or records. If such search discloses the information requested, the head of such department, agency, or instrumentality shall immediately transmit such information to the United States Central Authority, except that any such information the disclosure of which—

(1) would adversely affect the national security interests of the United States or the law enforcement interests of the United States or of any State; or

(2) would be prohibited by section 9 of title 13;

000135



shall not be transmitted to the Central Authority. The head of such department, agency, or instrumentality shall, immediately upon completion of the requested search, notify the Central Authority of the results of the search, and whether an exception set forth in paragraph (1) or (2) applies. In the event that the United States Central Authority receives information and the appropriate Federal or State department, agency, or instrumentality thereafter notifies the Central Authority that an exception set forth in paragraph (1) or (2) applies to that information, the Central Authority may not disclose that information under subsection (a).

**(d) Information available from Parent Locator Service**

To the extent that information which the United States Central Authority is authorized to obtain under the provisions of subsection (c) can be obtained through the Parent Locator Service, the United States Central Authority shall first seek to obtain such information from the Parent Locator Service, before requesting such information directly under the provisions of subsection (c) of this section.

**(e) Recordkeeping**

The United States Central Authority shall maintain appropriate records concerning its activities and the disposition of cases brought to its attention.

(Pub. L. 100-300, §9, Apr. 29, 1988, 102 Stat. 440.)

## REFERENCES IN TEXT

This chapter, referred to in subsec. (a)(2), was in the original "this Act" meaning Pub. L. 100-300, Apr. 29, 1988, 102 Stat. 437, which is classified principally to this chapter. For complete classification of this Act to the Code, see Short Title note under section 9001 of this title and Tables.

## CODIFICATION

Section was formerly classified to section 11608 of Title 42, The Public Health and Welfare.

## §9009. Office of Children's Issues

**(a) Director requirements**

The Secretary of State shall fill the position of Director of the Office of Children's Issues of the Department of State (in this section referred to as the "Office") with an individual of senior rank who can ensure long-term continuity in the management and policy matters of the Office and has a strong background in consular affairs.

**(b) Case officer staffing**

Effective April 1, 2000, there shall be assigned to the Office of Children's Issues of the Department of State a sufficient number of case officers to ensure that the average caseload for each officer does not exceed 75.

**(c) Embassy contact**

The Secretary of State shall designate in each United States diplomatic mission an employee who shall serve as the point of contact for matters relating to international abductions of children by parents. The Director of the Office shall regularly inform the designated employee of children of United States citizens abducted by parents to that country.

**(d) Reports to parents**

**(1) In general**

Except as provided in paragraph (2), beginning 6 months after November 29, 1999, and at least once every 6 months thereafter, the Secretary of State shall report to each parent who has requested assistance regarding an abducted child overseas. Each such report shall include information on the current status of the abducted child's case and the efforts by the Department of State to resolve the case.

**(2) Exception**

The requirement in paragraph (1) shall not apply in a case of an abducted child if—

- (A) the case has been closed and the Secretary of State has reported the reason the case was closed to the parent who requested assistance; or
- (B) the parent seeking assistance requests that such reports not be provided.

(Pub. L. 106-113, div. B, §1000(a)(7) [div. A, title II, §201], Nov. 29, 1999, 113 Stat. 1536, 1501A-419)

### **CODIFICATION**

Section was enacted as part of the Admiral James W. Nance and Meg Donovan Foreign Relations Authorization Act, Fiscal Years 2000 and 2001, and not as part of the International Child Abduction Remedies Act which comprises this chapter.

Section was formerly classified to section 11608a of Title 42, The Public Health and Welfare.

### **§9010. Interagency coordinating group**

The Secretary of State, the Secretary of Health and Human Services, and the Attorney General shall designate Federal employees and may, from time to time, designate private citizens to serve on an interagency coordinating group to monitor the operation of the Convention and to provide advice on its implementation to the United States Central Authority and other Federal agencies. This group shall meet from time to time at the request of the United States Central Authority. The agency in which the United States Central Authority is located is authorized to reimburse such private citizens for travel and other expenses incurred in participating at meetings of the interagency coordinating group at rates not to exceed those authorized under subchapter I of chapter 57 of title 5 for employees of agencies.

(Pub. L. 100-300, §10, Apr. 29, 1988, 102 Stat. 441.)

### **CODIFICATION**

Section was formerly classified to section 11609 of Title 42, The Public Health and Welfare.

### **§9011. Authorization of appropriations**

There are authorized to be appropriated for each fiscal year such sums as may be necessary to carry out the purposes of the Convention and this chapter.

(Pub. L. 100-300, §12, Apr. 29, 1988, 102 Stat. 442.)

### **REFERENCES IN TEXT**

This chapter, referred to in text, was in the original "this Act" meaning Pub. L. 100-300, Apr. 29, 1988, 102 Stat. 437, which is classified principally to this chapter. For complete classification of this Act to the Code, see Short Title note under section 9001 of this title and Tables.

### **CODIFICATION**




















Section was formerly classified to section 11610 of Title 42, The Public Health and Welfare.















# EXHIBIT C

000138

# U.S. Hague Convention Treaty Partners


















## 1980 Hague Convention on the Civil Aspects of International Child Abduction

 Argentina	06/01/1991
 Australia	07/01/1983
 Austria	10/01/1988
 Bahamas, The	01/01/1994
 Belgium	05/01/1999
 Belize	11/01/1989
 Bosnia and Herzegovina	12/01/1991
 Brazil	12/01/2003
 Bulgaria	01/01/2005
 Burkina Faso	11/01/1992
 Canada	07/01/1988
 Chile	07/01/1994
China - (Hong Kong and Macau only)	
•  Hong Kong	09/01/1997
•  Macau	03/01/1999
 Colombia	06/01/1996
 Costa Rica	01/01/2008
 Croatia	12/01/1994
 Cyprus	04/01/1995
 Czech Republic	03/01/1995

 Denmark	07/01/1991
 Dominican Republic	06/01/2007
 Ecuador	04/01/1992
 El Salvador	06/01/2007
 Estonia	05/01/2007
 Finland	08/01/1994
 France	07/01/1988
 Germany	12/01/1990
 Greece	06/01/1993
 Guatemala	01/01/2008
 Honduras	06/01/1994
 Hungary	07/01/1988
 Iceland	12/01/1996
 Ireland	10/01/1991
 Israel	12/01/1991
 Italy	05/01/1995
 Japan	04/01/2014
 Latvia	05/01/2007
 Lithuania	05/01/2007
 Luxembourg	07/01/1985
 Macedonia, Republic of	12/01/1991
 Malta	02/01/2004

 Mauritius	10/01/1993
 Mexico	10/01/1991
 Monaco	05/01/1993
 Montenegro	12/01/1991
 Morocco	12/01/2012
 Netherlands	09/01/1990
 New Zealand	10/01/1991
 Norway	01/01/1989
 Panama	05/01/1991
 Paraguay	01/01/2008
 Peru	05/01/2007
 Poland	11/01/1992
 Portugal	07/01/1998
 Republic of Korea	11/01/2013
 Romania	06/01/1993
 Saint Kitts and Nevis	06/01/1995
 San Marino	01/01/2008
 Serbia	12/01/1991
 Singapore	05/01/2012
 Slovakia	02/01/2001
 Slovenia	01/01/1995
 South Africa	11/01/1997



 Spain	07/01/1988
 Sri Lanka	01/01/2000
 Sweden	06/01/1989
 Switzerland	07/01/1988
 Trinidad and Tobago	08/01/2013
 Turkey	03/01/2000
 Ukraine	09/01/2007
 United Kingdom	07/01/1988
<ul style="list-style-type: none"> <li>•  Anguilla</li> <li>•  Bermuda</li> <li>•  Cayman Islands</li> <li>•  Falkland Islands</li> <li>•  Isle of Man</li> <li>•  Montserrat</li> </ul>	<ul style="list-style-type: none"> <li>06/01/2008</li> <li>03/01/1999</li> <li>08/01/1988</li> <li>05/01/1998</li> <li>09/01/1991</li> <li>03/01/1999</li> </ul>
 Uruguay	09/01/2004
 Venezuela	01/01/1997
 Zimbabwe	08/01/1995

# EXHIBIT D

000143

Hemard v Hemard (N.D.Texas 1995)  
Civil Action File Number 7-94-CV-110X  
=====

UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF TEXAS  
WICHITA FALLS DIVISION

CIVIL ACTION, FILE NUMBER 7-94CV-110-X

ERICK MARIE HEMARD	)	
Plaintiff	)	
	)	
	)	ORDER DIRECTING RETURN OF
V.	)	MINOR TO COUNTRY OF
	)	HABITUAL RESIDENCE
JACQUELINE PILE HEMARD	)	
Defendant	)	

On the 8th day of February, 1995, the Court heard Plaintiff's Petition for Return of the Child pursuant to the Hague Contention.

Plaintiff, ERICK MARIE HEMARD, appeared in person and by attorneys, Jody L. Johnson and Cyndi L. Schenk.

Defendant, JACQUELINE PILE HEMARD, appeared in person and by attorneys, Bruce Martin and Eleanor Bibb.

All matters of law and of fact were submitted to the court, and the Court heard the evidence and considered the pleadings and argument of counsel. The record of testimony was duly reported.

This order is made under the authority of 42 U.S.C. 11603(a), conferring upon this Court original and concurrent jurisdiction with federal district courts of the United States.

The Court finds that the habitual residence of the minor child JENNIFER JACQUELINE HEMARD is France.

IT IS ORDERED that, pursuant to the provisions of The Convention on the Civil Aspects of International Child Abduction, done at the Hague on 25 October 1980 and/or the International Child Abduction Remedies Act, 42 U.S.C. 11601 et seq, Christian Hemard (paternal uncle) and France Pile (maternal aunt), shall return the minor child, JENNIFER JACQUELINE HEMARD, who was born on May 10, 1985, to the sovereign nation of France on or before February 10, 1995. Christian Hemard and France Pile are ORDERED to board with JENNIFER JACQUELINE HEMARD on Northwest Flight #696 at the Dallas - Fort Worth Airport on February 10, 1995, which departs at 4:00 p.m. for Detroit, Michigan, USA, and are further ORDERED to board with JENNIFER JACQUELINE HEMARD on Northwest Flight #50 at the Detroit Metropolitan Airport on February 10, 1995, which departs the Detroit Metropolitan Airport at 9:00 p.m. and arrives at Charles De Gaulle Airport in Paris, France on February 11, 1995 at 10:30 a.m.

Upon arrival in Paris, France, Christian Hemard is ORDERED to directly take the child, JENNIFER JACQUELINE HEMARD, to his residence, 17 Avenue des Etats-Unis, 78000 Versailles FRANCE, and to retain possession of the child until such time as the Tribunal de Grande Instance de Paris makes further orders.

The injunction granted below shall be effective immediately

and shall be binding on ERICK MARIE HEMARD, JACQUELINE PILE HEMARD, CHRISTIAN HEMARD, FRANCE PILE; on their agents, servants, and attorneys; and on those persons in active concert or participation with them who receive actual notice of this ORDER by personal service or otherwise. The requirement of a bond is hereby waived.

IT IS ORDERED that ERICK MARIE HEMARD, JACQUELINE PILE HEMARD, CHRISTIAN HEMARD, FRANCE PILE; their agents, servants, attorneys, and employees, and those persons in active concert or participation with them who receive actual notice of this order by personal service or otherwise are enjoined from:

Removing the child, JENNIFER JACQUELINE HEMARD, from the jurisdiction of this court for any purpose other than returning the child directly to Paris, France pursuant to this ORDER.

IT IS FURTHER ORDERED that the suit affecting the parent-child relationship pending in the 89th Judicial District Court of Wichita County, Texas, being cause No. 143,428-C, styled "In the Interest of Jennifer Jacqueline Hemard, A Child", shall be dismissed immediately upon the entry of this order.

IT IS FURTHER ORDERED that each party shall be responsible for payment of his/her own attorney's fees and costs.

THEREFORE, TO ANY PEACE OFFICER IN THE STATE OF TEXAS OR TO ANY FEDERAL OFFICER:

You are hereby ORDERED AND COMMANDED to enforce the instant ORDER ordering Christian Hemard to remove the above named minor from the United States of America and return her to France, and to allow Christian Hemard and France Pile to accompany her to France, giving said Christian Hemard the right to have said child in his lawful possession upon arrival in Paris, France and while in the united States, for the purposes described herein.

This Order RENDERED on February 8, 1995 and ministerially signed on the date below. The Court finds that more specific findings of fact and conclusions of law with be forthcoming.

SIGNED this 9th day of February, 1995

/s/ Joe Kendall

The Honorable Joe Kendall  
United States District Judge

=====

UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF TEXAS  
WICHITA FALLS DIVISION

CIVIL ACTION, FILE NUMBER 7-94CV-110-X

ERICK MARIE HEMARD  
Plaintiff

V.

JACQUELINE PILE HEMARD

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)  
)  
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FINDINGS OF FACT AND  
CONCLUSIONS OF LAW

Defendant )

Pursuant to the hearing in the above referenced matter on February 8, 1995, the Court makes the following findings of fact and conclusions of law:

FINDINGS OF FACT

1. Jennifer Jacqueline Hemard was born in France on May 10, 1985.
2. Jennifer Jacqueline Hemard is a French Citizen.
3. Jennifer Jacqueline Hemard's parents, Jacqueline Pile Hemard and Erick Marie Hemard, are French citizens.
4. Jennifer Jacqueline resided continuously in France from the date of her birth until on or about October 15, 1993.
5. On or about August 1, 1993, Jacqueline Pile Hemard separated from her husband, Erick Marie Hemard, and left Jennifer Jacqueline Hemard in the care, custody and control of Erick Marie Hemard.
6. Jacqueline Pile Hemard did not exercise visitation with the child during the month of August 1993.
7. Jacqueline Pile Hemard exercised visitation with the child on Wednesdays and weekends during the period September 1, 1993 until on or about October 15, 1993.
8. During the period August 1, 1993 until on or about October 15, 1993, Erick Marie Hemard was responsible for the care of the child.
9. On or about October 15, 1993, Erick Marie Hemard caused to be served a Writ of Summons of Divorce Conciliation in Paris, France on Jacqueline Pile Hemard claiming adultery, abandonment, and seeking the family domicile and exclusive custody of the child, Jennifer Jacqueline Hemard. The Court finds that Jacqueline Pile Hemard had actual notice of these proceedings and the relief being sought by her husband.
10. On October 15, 1993 Jacqueline Pile Hemard picked up the child from her school, Sainte Ursule, in Paris, France.
11. Jacqueline Pile Hemard told Erick Marie Hemard that she would return the child to Erick Marie Hemard on October 16, 1993 at noon.
12. Jacqueline Pile Hemard intentionally failed to return the child on October 16, 1993 at noon, wrongfully abducted the child, and left France.
13. Jacqueline Pile Hemard had notice of the institution of the divorce proceedings in Paris, France filed by Erick Marie Hemard prior to the hearing on November 3, 1993 in the Paris Court.
14. Jacqueline Pile Hemard wrongfully removed the child from Paris, France on October 15, 1993 to Wichita Falls, Texas, U.S.A. without the knowledge or consent of Eric Marie Hemard. The Court finds the motive for the abduction and flight was to evade the jurisdiction of the French judiciary in the divorce proceedings instituted on or about October 15, 1993.

15. Jacqueline Pile Hemard concealed the location of the child until on or about September 23, 1994 when she filed a child custody suit in the state court of Wichita County, City of Wichita Falls, Texas, U.S.A.

16. There is insufficient believable evidence to support a finding that it is more likely so than not so that the child has been sexually abused by Erick Marie Hemard.

17. The Court finds as suspect the "counseling" the child received and the conclusions reached by the witness Monica Perkins who found "sexual abuse" from what the Court concludes to be benign behaviors by the child. The child, Jennifer Jacqueline Hemard, who has been the recipient of much pressure, now says "Erick" (her father) "touched" her but she told no one of this until she was in the United States and had been questioned about this by her mother, Jacqueline Pile Hemard.

18. Erick Marie Hemard filed an Application for Request for Return of Jennifer Jacqueline Hemard with the Office of Citizens Consular, Department of State, Washington, D.C. on or about August 3, 1994.

19. On June 7, 1994 a final divorce was granted in Paris, France awarding sole custody of Jennifer Jacqueline Hemard to Erick Marie Hemard.

20. In July, 1994, Erick Marie Hemard received information from the French Police that Jacqueline Pile Hemard and Jennifer Jacqueline Hemard had entered the United States.

21. In November 1993, Erick Marie Hemard filed a complaint against Jacqueline Pile Hemard for the kidnapping of Jennifer Jacqueline Hemard.

22. Jacqueline Pile Hemard has not allowed Jennifer Jacqueline Hemard to have contact with any friends or relatives in France since on or about October 15, 1993.

23. Jacqueline Pile Hemard told Jennifer Jacqueline Hemard that Erick Marie Hemard is not her real father.

24. Jacqueline Pile Hemard and Jennifer Jacqueline Hemard lived with Ali Bourequat in Wichita Falls, Texas from approximately October 18, 1993 until February 8, 1995.

25. Jacqueline Pile Hemard allowed Jennifer Jacqueline Hemard to call Ali Bourequat "Papa" and to use his last name.

26. Erick Marie Hemard was diligent in attempting to locate Jennifer Jacqueline Hemard and seek her return.

## II.

### CONCLUSIONS OF LAW

1. Jennifer Jacqueline Hemard was an habitual resident of France at the time of her removal from France.

2. Erick Marie Hemard had custody rights with respect to Jennifer Jacqueline Hemard at the time of her removal from France.

3. Erick Marie Hemard was exercising his custody rights with respect to Jennifer Jacqueline Hemard at the time of her removal

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from France.

4. Jacqueline Pile Hemard wrongfully removed and/or retained Jennifer Jacqueline Hemard from France.
5. A period of less than one year elapsed from the date of the wrongful removal and/or retention until the date of the commencement of proceedings before the administrative authority in the United States.
6. The time for commencing proceedings before the judicial authority was tolled pending the location of the child.
7. There is no clear and convincing evidence that there is a grave risk that the return of Jennifer Jacqueline Hemard to France would expose her to physical or psychological harm or to an intolerable situation.
8. There is no clear and convincing evidence that the fundamental principles of the United States relating to the protection of human rights and fundamental freedoms prevent return of the child to France.
9. Although this is a very bright nine year old child, under all of the circumstances it is not appropriate to consider her views with respect to being returned as dispositive.
10. Without question, the French judiciary should adjudicate any and all matters in controversy between these parties, all of whom are French citizens.

IT IS SO ORDERED.

SIGNED THIS 15th DAY OF FEBRUARY, 1995.

/s/ Joe Kendall

JOE KENDALL  
UNITED STATES DISTRICT JUDGE

UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF TEXAS  
WICHITA FALLS DIVISION

CIVIL ACTION, FILE NUMBER 7-94CV-110-X

ERICK MARIE HEMARD	)	
Plaintiff	)	
	)	
	)	FINAL JUDGMENT
V.	)	
	)	
JACQUELINE PILE HEMARD	)	
Defendant	)	

In accordance with the Court's announcement in open court at the hearing in the above referenced matter on February 8, 1995, and based on the Court's findings of fact and conclusions of law entered on February 15, 1995, the Court hereby

ORDERS and ADJUDGES that the Petition for Return of Child Pursuant to the Hague Convention Treaty, which was filed with this Court on



November 16, 1994, is in all things GRANTED.

The Clerk of Court is instructed to close this case.

IT IS SO ORDERED.

SIGNED THIS 15th DAY OF FEBRUARY, 1995.

/s/ Joe Kendall

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JOE KENDALL  
UNITED STATES DISTRICT JUDGE