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08/04/2021 11:52 AM Pages: 1 of 13 Fees: \$419.00  
Skagit County Auditor

Document Title:

2nd Agreed Order Supplemental to CR2A *and final divorce order*

Reference Number :

Grantor(s):

additional grantor names on page \_\_\_.

1. Danny Haggard

2. Gayla Haggard

Grantee(s):

additional grantee names on page\_\_\_.

1. Danny Haggard

2. Gayla Haggard

Abbreviated legal description:

full legal on page(s) \_\_\_.

DK 12: LOT 10, EXCEPT THE EAST 3.81 FEET THEREOF, THORNTON ADDITION,  
RECORDED IN VOLUME 7 OF PLATS, PAGE 42, RECORDS OF SKAGIT COUNTY,  
WASHINGTON.

Assessor Parcel / Tax ID Number:

additional tax parcel number(s) on page \_\_\_.

69981

FILED  
SKAGIT COUNTY CLERK  
SKAGIT COUNTY, WA

2021 JUL 14 PM 1:51

20-3-00444-29  
AGDR 23  
Agreed Order  
10884792



I, MELISSA BEATON, Clerk of the Superior Court of the State of Washington, for Skagit County, do hereby certify that this is a true copy of the original now on file in my office. Dated 8/14/2021



MELISSA BEATON, County Clerk

By: [Signature]  
Deputy Clerk

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**SUPERIOR COURT OF WASHINGTON  
COUNTY OF SKAGIT**

9 In re the Marriage of:

10 GAYLA LaFAWNE HAGGARD

11 Petitioner,

12 and

13 DANNY WAYNE HAGGARD

14 Respondent.

NO. 20-3-00444-29

2<sup>nd</sup> AGREED ORDER  
SUPPLEMENTAL TO CR2A

15 **MOTION**

16 COME NOW the parties and agree the following order.

17 **ORDER**

18 IT IS HEREBY ORDERED, AGJUDGED AND DECREED that neither party shall further  
19 encumber the real property located at 810 Cul de Sac Ave., Burlington, WA in any manner absent  
20 written agreement and the requirement of both parties' signatures for any such loan, mortgage,  
21 HELOC, etc.

22  
23 Dated: 7/14/21

24 [Signature]  
25 JUDGE/COMMISSIONER  
E. Neidzwick

Agreed order

Law Office of Michelle D. Lambert, PLLC  
P.O. Box 1202/404 S. 1<sup>st</sup> St., Ste. 205  
Mount Vernon, WA 98273  
Phone: 360-419-7370  
Fax: 360-419-7380  
michelledlambert@comcast.net

ORIGINAL

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Presented jointly by:

Michelle Lambert  
Michelle D. Lambert, WSBA# 26095  
Attorney for Petitioner

David Lowell  
David Lowell, WSBA# 22563  
Attorney for Respondent

Approval for entry:

Danny W. Haggard  
Danny W Haggard

Agreed order

20-3-00444-29  
DCD 22  
Decree of Dissolution  
10664785



FILED  
SKAGIT COUNTY CLERK  
SKAGIT COUNTY, WA

2021 JUL 14 PM 1:51

MELISSA BEATON, Clerk of the Superior Court of the State of Washington, in Skagit County, do hereby certify that this is a true copy of the original now on file in my office. Dated 8/14/2021



MELISSA BEATON, County Clerk

By: *[Signature]*  
Deputy Clerk

**Superior Court of Washington, County of SKAGIT**

In re the marriage of:

No. 20-3-00444-29

Petitioner (*person who started this case*):

Final Divorce Order (Dissolution Decree) (DCD)

[ ] Clerk's action required: **1, 2, 6, 13, 14, 15, 16**

GAYLA LaFAWNE HAGGARD

And Respondent (*other spouse*):

DANNY WAYNE HAGGARD

**Final Divorce Order**

**1. Money Judgment Summary**

No money judgment is ordered.

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

No real property judgment is ordered

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

**3. Marriage**

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

**4. Name Changes**

Neither spouse asked to change his/her name.

**5. Separation Contract**

RCW 26.09.030, .040, .070(3)  
Mandatory Form (03/2020)  
FL Divorce 241

Final Divorce/Legal Separation/  
Valid/Invalid Marriage Order  
p. 1 of 5

ORIGINAL

Law Office of Michelle D. Lambert, PLLC  
P.O. Box 1202/404 S. 1<sup>st</sup> St., Ste. 205  
Mount Vernon, WA 98273  
Phone: 360-419-7370  
Fax: 360-419-7380  
michelledlambert@comcast.net

1 The spouses must comply with the terms of the separation contract signed on  
2 (date): June 17, 2021. This contract is (check one):  
3 attached as an Exhibit and made part of this Order.

4 **6. Money Judgment** (summarized in section 1 above)

5 None.

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

7 The real property is divided according to the separation contract described in 5  
8 above.

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

11 The personal property listed as Petitioner's in the separation contract described in  
12 5 above is given to Petitioner as his/her separate property.

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

15 The personal property listed as Respondent's in the separation contract described  
16 in 5 above is given to Respondent as his/her separate property.

17 **10. Petitioner's Debt**

18 The Petitioner must pay all debts s/he has incurred (taken on) since the date of  
19 separation, unless the court makes a different order about a specific debt below.  
20 (Check one):

21 The Petitioner must pay debts as required by the separation contract described in  
22 5 above.

23 **11. Respondent's Debt**

24 The Respondent must pay all debts s/he has incurred (taken on) since the date of  
25 separation, unless the court makes a different order about a specific debt below.  
(Check one):

The Respondent must pay debts as required by the separation contract described  
in 5 above.

**12. Debt Collection** (hold harmless)

1 If one spouse fails to pay a debt as ordered above and the creditor tries to  
 2 collect the debt from the other spouse, the spouse who was ordered to pay the  
 3 debt must hold the other spouse harmless from any collection action about the  
 4 debt. This includes reimbursing the other spouse for any of the debt he/she paid  
 and for attorney fees or costs related to defending against the collection action.

5 **13. Spousal Support** (maintenance/alimony)

6 Spousal support must be paid as required by the separation contract described in  
 7 **5** above. Spousal support will end when either spouse dies, or the spouse  
 8 receiving support gets married or registers a new domestic partnership, *unless*  
 9 the separation contract provides differently.

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

11 Each spouse will pay his/her own fees and costs.

12 **15. Protection Order**

13 No one requested an *Order for Protection*.

14 **16. Restraining Order**

15 No one requested a *Restraining Order*.

16 **17. Children of the marriage**

17 The spouses have **no** children together who are still dependent.

18 **18. Parenting Plan**

19 Does not apply. The spouses have no children together who are under 18 years  
 20 old, or the court does not have jurisdiction over the children.

21 **19. Child Support**

22 Does not apply. The spouses have no dependent children together, or the court  
 23 does not have jurisdiction over child support.

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

25 The parties shall comply with all terms of the CR2A agreement signed on June 17,  
 2021, and attached and incorporated by reference herein.

a. Signature of Documents. The parties shall sign any documents  
 necessary to carry out the terms of this Decree of Dissolution under penalty of  
 contempt.

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b. Undisclosed Debts. Any debt or obligation, not specifically awarded herein, incurred by either party, shall be the sole and separate obligation of the party who incurred it and who failed to disclose it in this Decree. If an undisclosed debt was incurred by the parties jointly, then the parties shall remain jointly liable.

c. Undisclosed Assets. There are no assets which have not been divided by the parties prior to the date of this Decree or by this Decree. Any community assets owned by the parties on the date of this Decree which either party has failed to disclosed shall be divided 50/50 upon discovery.

d. Revocation of Wills, Powers of Attorney, and Other Instruments. All previous wills, powers of attorney, contract and community property agreements between the parties hereto are hereby revoked and the parties are prohibited from exercising same.

e. Federal Income Tax. In the event that any prior income tax returns of the parties should be audited for any year during the marriage, any additional tax found to be due, including penalties and interest, shall be paid by the parties equally. If there is a refund, it shall be shared equally.

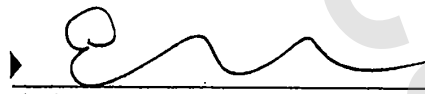
f. Legal Description. In the event that any legal descriptions are not attached to this Decree at the time it is executed, or are incorrectly recorded in these pleadings or in subsequently prepared Quit Claim deeds or Real Estate Excise Tax Affidavits or other legal instruments intended to further and enforce the property division set forth in this Decree and the attached Exhibits, each of the parties hereto expressly authorize Respondent's attorney, acting by mutual agreement, to attach exhibits with legal descriptions, correct incorrect legal descriptions, or amend any pleading, document, or legal instrument to reflect the correct legal description of the property in question, in furtherance of this Decree, without re-opening this dissolution, or involvement of the court.

g. The parties intend that the property and debt division made in this Decree will result in no recognition of taxable gain or loss to either party, and that neither party shall adjust the basis of any asset or debt awarded or distributed pursuant to this Decree for income tax purposes as a consequence of the division.

Ordered.

7/14/21

Date




Judge or Commissioner

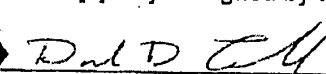
E. Neidzwicki

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**Petitioner and Respondent or their lawyers fill out below.**

This document (check any that apply):	This document (check any that apply):
<input type="checkbox"/> is an agreement of the parties	<input checked="" type="checkbox"/> is an agreement of the parties
<input type="checkbox"/> is presented by me	<input type="checkbox"/> is presented by me
<input type="checkbox"/> may be signed by the court without notice to me	<input type="checkbox"/> may be signed by the court without notice to me

  
 \_\_\_\_\_  
 Michelle D. Lambert, WSA# 26095  
 Attorney for Petitioner

  
 \_\_\_\_\_  
 David Lowell, WSBA# 22163  
 Attorney for Respondent

  
 \_\_\_\_\_  
 Gayla Haggard, Petitioner

  
 \_\_\_\_\_  
 Danny Haggard, Respondent



IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON  
IN AND FOR THE COUNTY OF SKAGIT

In re the Marriage of:

GAYLA L. HAGGARD,

Petitioner,

And

DANNY W. HAGGARD,

Respondent.

Case No.: 20-3-00444-29

CR-2A SETTLEMENT AGREEMENT

The below named parties have settled their disputes pertaining to the dissolution proceeding on this 17<sup>th</sup> day of June, 2021. The following represents the parties' agreements, which both parties intend to be a fully binding and enforceable Settlement Agreement.

RECITALS

The parties agree to the following:

1. They married on July 3, 1970.
2. They separated on September 23, 2020.
3. Neither party is pregnant.
4. There are no dependent children of the marriage

5. Petitioner has been represented in this matter by attorney, Michelle D. Lambert. Respondent has been represented in this matter by attorney, David Lowell. Each of the parties hereto has read this Agreement and/or had it explained to them, and each believes they understand its legal and practical effect.

6. Trial date: No trial date has been set.

#### SPOUSAL MAINTENANCE

Husband shall pay to wife the sum of \$3,150 per month effective July 1, 2021, payable by automatic deposit (Wife to provide account information to Husband) on the first of each month for his life time. Maintenance shall survive the re-marriage of Wife as it accounts, in part, for an equal division of marital assets. Maintenance shall be secured by the Wife remaining on the deed of the family home (which is awarded to the husband below).

#### PROPERTY AND DEBT DIVISION

A. Property awarded to the Husband: The husband is awarded the following property:

- The house located at 810 Cul de Sac Ave., Burlington, WA (Wife to stay on deed and property reverts to her upon Husband's death). Husband shall maintain the property in good repair, and keep the home insured and the taxes current. Wife may remain living in the house until she finds other housing arrangements. If Husband elects to sell the home the net proceeds shall be divided 50% to each party.

- Navaho SUV
- Suzuki
- Toyota pickup
- Met Life Disability Insurance
- VA disability payments

B. Property awarded to the Wife: The wife is awarded the following property:

- 2014 Nissan Murano
- 100% of Shell Pension Plan with Fidelity. However, as Wife is Survivor Beneficiary on the Plan and Husband to pay life time maintenance, no QDRO is necessary at this time. However, in the event Husband fails to pay his maintenance obligation as ordered herein, a QDRO shall be entered awarding the pension to the wife, and Husband shall pay all attorney's fees related thereto.
- \$300,000 of Fidelity IRA in Husband's name
- Wife to remain on deed to the home located at 801 Cul de Sac Ave., Burlington, WA, which shall revert to her upon Husband's death. If Husband sells the home at any time, Wife shall receive 50% of the net proceeds.

Other: The Husband's Edward Jones account of approximately \$17,000 and the Wife's Penny's retirement account of approximately \$8,000 shall be liquidated and used to have the joint tax returns for the years 2017-2020 prepared,

*JD* *POL* *(Dux)* *GLH*

and any taxes owing paid to the extent funds are available. *Any funds left after payment of taxes/and prep shall be used to pay existing credit card debt.*  
remaining funds left, they shall be divided 50% to each party. If there are any  
taxes owing for the years 2017-2020 after the Edward Jones and Penny's money  
is used, Husband shall pay remaining taxes owing.

C. Debts to be paid by the Husband: The husband shall pay the following debts:

Mortgage on the home.

Puget Sound Refinery Credit Union (his separate debt)

The community credit card debts shall be paid 75% Husband and 25% *still owed after the 25,000 fund is depleted*  
Wife. The balances at separation were \$13,200. ~~Wife's portion is \$5,300.~~ Wife shall pay Husband and Husband shall pay the creditors directly.

Debts to be paid by the Wife: The wife shall pay the following debts:  
Debt on the Murano

D. Personal property: Separated by agreement, and if no agreement, parties shall return to mediation to divide.

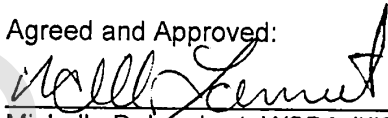
MEDIATION FEES

Mediation fees shall be equally shared.

Dated this 17<sup>th</sup> day of June, 2021.

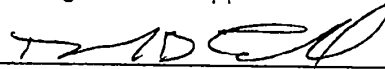
By *Michael Rickert*  
Michael Rickert  
Mediator

Agreed and Approved:



Michelle D. Lambert, WSBA ##26095  
Attorney for Petitioner

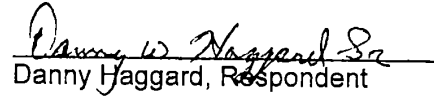
Agreed and Approved:



David Lowell, WSBA # 22563  
Attorney for Respondent



Gayla Haggard, Petitioner



Danny Haggard, Respondent