

STATS

1ST CIRCUIT COURT
STATE OF HAWAII
FILED

DOUTHIT AND DARRAH
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Attorney for Plaintiff
July 28, 1989

IN THE FAMILY COURT OF THE FIRST CIRCUIT

STATE OF HAWAII

LYLA BONNIE HEE.

Plaintiff,

v.

CLAYTON HOWE WAH HEE.

Defendant.

) FC-D No. 88-2586

) DIVORCE DECREE

) Contested divorce proceedings:
) April 11 and 12, 1989

) The Honorable Evelyn B. Lance

DIVORCE DECREE

Contested divorce proceedings were conducted herein on April 11 and 12, 1989 before the Honorable Evelyn B. Lance, Judge of the Family Court. William C. Darrah, Esq. appeared on behalf of Plaintiff, who was present. Daniel S. Ukishima, Esq. appeared on behalf of Defendant, who was also present.

On April 28, 1989 the Court rendered its oral Decision herein.

On May 18, 1989 Plaintiff filed her Motion for Reconsideration.

Plaintiff's Motion for Reconsideration was heard and determined on June 19, 1989 by Judge Evelyn B. Lance. In furtherance of all prior orders herein

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that:

42

(1) **DIVORCE** The material allegations of the Complaint for Divorce are true. The Plaintiff is entitled to a divorce from the bonds of matrimony on the grounds that the marriage is irretrievably broken. The Family Court has jurisdiction to enter this Decree. A Decree of Absolute Divorce is hereby granted to Plaintiff. The bonds of matrimony between Plaintiff and Defendant are hereby dissolved. The parties hereto are restored to the status of single persons. Each party is permitted to marry from and after the effective date of this Decree.

(2) **PARTIES** Plaintiff's full name is LYLA BONNIE HEE. Plaintiff's address is 1307 Kika Street, Kailua, Hawaii 96734. Plaintiff's social security number is 576-52-0596. Plaintiff is the principal of Kailua Intermediate School, 145 South Kainalu Drive, Kailua, Hawaii 96734.

Defendant's full name is CLAYTON HOWE WAH HEE. Defendant's address is 638 Apuakea Street, Kaneohe, Hawaii 96744. Defendant's social security number is 575-62-8183. Defendant is employed as the Administrative Assistant to the Director of the State of Hawaii United Public Workers, Local 646, 1426 North School Street, Honolulu, Hawaii 96817.

(3) **CHILDREN** The parties are the parents of KAOHUKAUIKALAI ABRAHAM MATHIAS HEE born September 21, 1986, hereinafter referred to as "the child".

(4) **CUSTODY** Plaintiff and Defendant shall be awarded the joint legal custody of the child, with primary physical custody to Plaintiff, subject to Defendant's rights of reasonable visitation in accordance with the provisions of Exhibit 9 to Plaintiff's Pretrial Memorandum filed herein on April 11, 1989. Each party shall keep the other party informed of their residence address and telephone number for so long as the child is a minor.

The Family Court shall have continuing jurisdiction over the matters of custody and visitation.

(5) **ALIMONY** No order for alimony shall now or ever be made.

(6) **CHILD SUPPORT** Beginning with a first payment on June 1, 1989 Defendant shall pay to Plaintiff the sum of \$160.00 per month for the support, maintenance and education of the child, to be paid on the first

day of each month.

Payments of child support shall continue for the child until the child attains age eighteen years, or graduates from high school, or discontinues high school, whichever occurs last. Child support for the child shall further continue uninterrupted so long as the child continues his education post high school on a full-time basis at an accredited college or university, or in a vocational or trade school, or until the child attains the age of 23 years, whichever occurs first.

The payments due through the payment due September 1, 1989 shall be made directly to Plaintiff. Thereafter, in compliance with Act 300 of 1988, all payments for child support shall be payable to and made through the Child Support Enforcement Agency, P. O. Box 1860, Honolulu, Hawaii 96805-1860, and shall be made pursuant to an Order for Income Assignment which shall be filed concurrently herewith. Child support may be paid directly to the child after the child attains the age of eighteen. When called upon to determine that Defendant's obligation of child support for the child has terminated, the Child Support Enforcement Agency and Defendant's employer may accept a written declaration signed under penalty of perjury by both parties to that effect, and a further order of the Family Court shall not be required.

For so long as he shall owe child support, whenever Defendant changes employment, or experiences a change in income, Defendant shall promptly so advise Plaintiff and the Child Support Enforcement Agency in writing, indicating the name and address of the new employer (if employment has changed) and Defendant's new current gross monthly income from all sources (if income has changed).

The Child Support Enforcement Agency is hereby made a party hereto for the limited issue of child support.

Child support is subject to the further order of the Family Court.

(7) CHILD HEALTH CARE Plaintiff shall maintain the existing HMOA medical and dental insurance for the benefit of the child for so long as it is available through Plaintiff's employment.

Plaintiff shall pay the ordinary medical and dental

expenses of the child not paid by insurance. Extraordinary medical and dental expenses not covered by insurance shall be shared equally by the parties.

Each party's obligation to the child under this Section shall end when the child is no longer entitled to child support.

The Family Court shall have continuing jurisdiction over the matter of child health care.

(8) **SECURITY** For so long as Defendant must pay child support, he shall maintain life insurance coverage on his life which makes the child a primary irrevocable beneficiary in the total face amount of at least \$300,000.00. In the event that Defendant dies without the required insurance Defendant's estate shall be liable to the child to the extent that required life insurance was not maintained.

For so long as Defendant must pay child support, Plaintiff shall maintain life insurance coverage on her life which makes the child a primary irrevocable beneficiary in the total face amount of at least \$355,000.00. In the event that Plaintiff dies without the required insurance Plaintiff's estate shall be liable to the child to the extent that required life insurance was not maintained.

The Family Court shall have continuing jurisdiction to make all orders necessary to secure each party's obligation to support the child.

(9) **PROPERTY DIVISION** All of the property of the parties not specifically dealt with elsewhere herein shall be divided as follows.

A. **Bank Accounts and Cash** Each party shall be awarded their cash on hand and their sole checking, savings, credit union, and other deposit accounts, subject to any debt thereon. Plaintiff shall be awarded the joint Molokai FCU account, and the joint checking account at the Kailua branch of First Federal Savings and Loan. Defendant shall be awarded the joint dba checking account at the Molokai branch of American Savings and Loan, and the campaign checking account at the Molokai branch of American Savings and Loan. There are no other joint bank or other deposit accounts.

B. **Securities** Plaintiff shall be awarded her Hawaiian

Trust accounts.

C. Vehicles Plaintiff shall be awarded the 1988 Volvo. Defendant shall be awarded the 1976 Toyota truck and the 1978 Chevrolet truck.

D. Real Property Plaintiff shall be awarded all of the parties' interest in the real property at 1307 Kika Street, Kailua, Hawaii (the Kika Street property). Plaintiff shall pay all indebtedness secured by the Kika Street property or owed on account thereof.

Defendant shall be awarded all of the parties' interest in the real property at 4011-B Kaimuki Avenue, Honolulu, Hawaii (the Kaimuki Avenue property). Effective April 28, 1989, Defendant shall pay all indebtedness secured by the Kaimuki Avenue property or owed on account thereof, and Defendant shall be entitled to all rental income from the Kaimuki Avenue property received after April 28, 1989.

Plaintiff shall be awarded all of the parties' interest in the real property described as Lot 18, Kawela Houselots, Molokai, Hawaii (the Molokai property). Subject to the other provisions herein, Plaintiff shall pay all indebtedness secured by the Molokai property or owed on account thereof, and Plaintiff shall be entitled to all rental income from the Molokai property. Defendant shall have the option to purchase the Molokai property by cash payment of \$25,000.00 paid to Plaintiff on or before July 27, 1989. In the event that Defendant exercises his option, Defendant shall pay all indebtedness secured by the Molokai property or owed on account thereof beginning with the date he exercises his option, and Defendant shall be entitled to all of the rental income received from the Molokai property after Defendant exercises his option. Further, should Defendant decline to exercise his option, and Plaintiff thereafter offers the Molokai property for sale, Defendant shall have the right to acquire the Molokai property on the terms of any third-party offer on the Molokai property that Plaintiff decides to accept.

E. Life Insurance Each party shall be awarded the life insurance policies now held in their name alone, together with any cash value therein, subject to any debt thereon, and subject to the other provisions herein.

F. Retirement Each party shall be awarded their various solely-held TSAs, IRAs, and other retirement accounts, and their retirement benefits accrued to date, and henceforth, in connection with their current employment, be those benefits vested, not vested, mature, or immature, and neither party shall have any present or future claim to any of the other party's retirement assets.

G. Trust Property Sums now held by Hawaiian Trust for Plaintiff's benefit shall be awarded to Plaintiff, subject to the terms of the trust.

H. Personal Effects Each party shall be awarded their jewelry, clothing and other personal effects.

I. Household Effects The parties' household effects presently located in the Molokai property shall be awarded to Plaintiff without regard to whether Defendant exercises his option to acquire the Molokai property. For these purposes, household effects shall be defined to include all furniture, furnishings, and appliances (excluding built-in furniture, attached fixtures, built-in appliances, attached carpeting, and existing drapes), all household goods, implements, supplies, and articles, all foodstuffs, and everything else located in the Molokai property and not otherwise hereby specifically awarded to Defendant.

Plaintiff shall be awarded all of the household effects in the Kika Street property, except Defendant shall be awarded the Koa-framed mirrors, the silk painting, those gifts made to him individually as a State Senator (including the portable stereo, and the liquor), one set of china, the Camcorder, one of the two VCRs, and the two wall units.

Defendant shall be awarded all of the household effects in the Kaimuki Avenue property.

J. Animals The animals on Maui shall be sold, and the proceeds divided equally. The parties shall agree on a marketing plan, and if they are unable to do so, the Family Court shall order a marketing plan.

Defendant shall be awarded the gelding horse on Molokai, and the goats on Molokai.

(10) DEBT Plaintiff shall pay her indebtedness to American Savings and Loan VISA, United Airlines VISA, and the Oahu Employees' FCU.

Each party shall pay their own attorney fees and costs.

All other debts not specifically referred to elsewhere herein shall be paid by the party who incurred the debt.

The party responsible for a debt shall indemnify and hold the other party harmless from any and all liability arising from non-payment of the debt, shall reimburse the other party for attorney fees and costs incurred as a result of non-payment, and shall compensate the other party for all costs incurred and damages suffered by the other party as a result of non-payment.

(11) PAYMENTS FOR PROPERTY DIVISION Defendant shall pay Plaintiff \$28,378.00 on account of the division of property and allocation of indebtedness between the parties under the terms of this Decree.

The terms of Defendant's obligation to make payment to Plaintiff as and for property division shall be as follows.

- (a) Defendant's obligation shall accrue simple interest at 10% per annum from April 28, 1989.
- (b) Defendant shall make monthly interest-only payments of \$236.48, to be paid on the twenty-eighth day of each month. The first payment shall be made on May 28, 1989.
- (c) The entire principal amount of \$28,378.00 shall be paid in full on or before April 28, 1994.
- (d) Defendant's obligation to pay Plaintiff as and for property division shall be, and is hereby, secured by a mortgage estate in Plaintiff's favor in the Kaimuki Avenue property hereby awarded to Defendant. A suitable mortgage and promissory note shall be signed by Defendant upon presentation by Plaintiff.
- (e) The Family Court shall retain jurisdiction to enforce the provisions of this Section.

(12) MAIDEN NAME Plaintiff may resume the use of her maiden name and be known hereafter as Lyla Bonnie Berg.

(13) OTHER MATTERS Plaintiff's Order to Show Cause for Temporary Relief filed herein on September 8, 1988 shall be, and is hereby, dismissed.

* * * * *

This Divorce Decree shall take effect *nunc pro tunc* as of April 28, 1989, the date on which the Family Court announced its Decision herein.

DATED: Honolulu, Hawaii, AS -2 1989


JUDGE OF THE ABOVE-ENTITLED COURT

APPROVED AS TO FORM:



WILLIAM C. DARRAH, ESQ.
Attorney for Plaintiff

Dated: 7.3.89
Honolulu, Hawaii



DANIEL S. URESHIMA, ESQ.
Attorney for Defendant


Dated: _____
Honolulu, Hawaii