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Superior Court of Washington, County of King

In re Parenting and Support of:

E.L.R., A.W.R., AND R.S.R.,

Petitioner:

VERONIKA GOODNIGHT

Respondent:

MATHEW RALIDAK

No. 20-3-03830-3 SEA

Reply Declaration of Mathew Ralidak
(DCLR)

Reply Declaration of Mathew Ralidak

1. I am over 18 years of age and I am the Respondent in this case.
2. I declare:

This declaration supplements my Reply filed on 6/18/25. *See sub #400.*

“Respondent filed dozens of motions against me.” *P. 2:11.* I am unclear on what is meant, by “against me”, but a review of the court docket will show that my motions have not been excessive or unusual for a parenting case. Veronika’s statement is misleading.

“I filed a motion for adequate cause requesting the same relief.” *P. 2:16.* The motion for adequate cause was for a modification of a parenting plan, which the court is not addressing with the current motion. Veronika’s statement is incorrect. I would like to point out Veronika also filed a Motion for Adequate Cause Decision for a parenting plan modification, which the court specifically instructed me to do, along with seven other documents (docket ## 362-369) on 4/29/25 but no hearing was scheduled, and personal service was not completed.

Third request for the same relief. *P.* 2:12-13. This is false. In 2020, I brought a motion to request temporary orders, including an appointment of a GAL and mental health evaluation. *Sub #12.* The original motion for TFLO filed on 6/5/25 was not heard by the court. The hearing on 7/10/25 is the first time the court will be addressing the current issues.

Yes, the 6/23/25 hearing was stricken after realizing that we inadvertently missed the 6/19 court holiday, making my reply due four days prior to the court date, rather than three. It was an honest mistake. Veronika requested that the documents filed be stricken, not to be considered by the court. These records contained evidence that was crucial for the court to review regarding the well-being of the children and continued abuse they have endured. Based on Veronika's request to strike the documents, we struck the hearing.

False statements. *P.* 2:24-3:2. Veronika can dismiss my statements as "not grounded in fact," but they are confirmed by the information provided by independent professionals, such as the children's therapists, CPS, and the police reports.

"It is important to note that we've never disagreed before." *P.* 3:6. This statement contradicts her earlier claim that, "Respondent and I never had many disagreements with our coparenting." *P.* 2:22-23. The court docket speaks for itself. Our constant disagreements led to our separation and are a basis for some of the continuing litigation post-separation, i.e. her refusal to allow the children to be vaccinated or see a pediatrician.

Advocacy is not litigation abuse. *P.* 3:10. My concerns for our children led to requests for parenting modifications, protection orders, and police involvement for numerous violations of the DVPO.

Judge Rampersad's comment about Veronika's sensitivity to the children's needs (page 3, lines 12-14) based on her testimony at our informal trial. New evidence shows evidence of the contrary. Specifically, the children's therapy notes and Veronika's withdrawal of her permission for all three children to attend therapy in April. This was immediately following the DVPO hearing where the records from the children's three therapists were presented to the court documenting years of abuse and manipulation by Veronika.

Medical. I have acted in full compliance with the Court's 6/25/24 parenting plan, specifically, section 14 (p. 9-10) which states: **Mr. Ralidak** may select a pediatrician for the children to see for annual exams and pursue and schedule any evaluations which the pediatrician recommends, and **Mr. Ralidak** may have the children receive all vaccinations recommended by the pediatrician. *Id.* I have acted within the authority given to me by the court. Veronika's failure to acknowledge these provisions does not make me in violation of the parenting plan.

Veronika incorrectly states that Dr. Stacy Bowker is a pediatrician. *P. 3:20.* That is incorrect. She is a naturopathic doctor, an ND, where a pediatrician is an MD or DO. The court granted me permission to obtain a pediatrician for the children when Veronika refused to let them have an annual checkup with one.

Veronika also incorrectly states that Dr. Colin Derieg is the children's primary medical provider. He is a chiropractor whom Veronika has unilaterally chosen and taken the children to see. The frequency and duration of the appointments is unknown to me.

Obtaining records is not a joint decision. *P. 4: 7-9.* There was no violation of the parenting plan. The declaration of Kaeley Wikstrom testifies specifically about Veronika and Colin's attendance at the school assembly, there was no reference or testimony as to what occurred outside of the school after the assembly.

My wife, Monica, and I do not encourage the children to use monikers and do not recall the children using them before seeing that in the therapy notes. *P. 4:12-13.*

Regarding Exhibit C, please see Supplement – 2 Report, where the officer encouraged me to petition for a protection order after disclosure of the images on the video footage from the school. *See sub #383, p. 42 & partial clip below.*

Case # C25010391 - Supplement - 2 Report		
REPORT DATE / TIME Apr 8, 2025 13:43	OFFENSE/INCIDENT START DATE / TIME - OFFENSE/INCIDENT END DATE / TIME Apr 8, 2025 12:41 - 13:31	REPORT AUTHOR Riley Tollefson #000109059
REPORT DESCRIPTION Follow Up - Tollefson		
SUPPLEMENT TYPE - ONLY SELECT ONE Follow-Up - Supplement		
NARRATIVE		

Reading the email from Principal Frank, I do not believe her email supports Veronika's claim. *P. 5:10-15.*

Veronika states that if Monica, my wife, is listed as a step-parent, then Colin should be also. First, Monica and I have been together for five years and married for almost three. Veronika and Colin have had an on-again, off-again relationship for around two years and I currently have a protection order against him.

Veronika's statement that the DVPO allows for daily phone and video calls is incorrect. The order states, "Petitioner must allow children & mother to communicate telephonically at least once a day." *See sub #399, 8B.* The children call Veronika every day. Most of the time, she chooses not to answer.

CPS intakes. I was told during a conversation with a DCYF staff, that there were 17 intakes regarding Veronika. There have been others since then. The therapists' notes disclose when they called CPS. *See sub #404.* They called more than three times.

Request for Legal Fees. Similar to the Respondent's attempts to extort money from me in December 2024 where she claimed I owed her \$29,314.50 when in fact I over paid her \$5,943.28, the Respondent is asking for legal fees based on "Petitioner's intransigence" – assuming that is a scrivener's error - and need and ability [to pay].

A court may award attorney fees when one parent's intransigence causes the other parent to incur additional legal services, regardless of financial abilities. *In re Marriage of Schumacher*, 100 Wn. App. 208, 216-17, 997 P.2d 399 (2000).

There is no finding of intransigence in the record and the legal action I took to proceed with a parenting plan modification was by order of the Court under case #25-2-11308-6 SEA. The MTFLO was noted to seek protection in the family law case rather than a separate civil protection order as the Court, in the same order, noted that the family law court is the best place to determine final matters. *See Order, sub #399, 8z.* Neither of these actions were frivolous, unnecessary, or caused delay.

A party relying on RCW 26.09.140 "must make a showing of need and of the other's ability to pay fees in order to prevail." *Kirshenbaum v. Kirshenbaum*, 84 Wn. App. 798,

808, 929 P.2d 1204 (1997), *In re Marriage of Hoseth*, 115 Wn. App. 563, 575, 63 P.3d 164, 170 (2003). Here, as in *Hoseth*, no need or ability to pay were shown. No detailed billing statements were provided showing dates of performance that corresponded to the broad summary of the work provided and the qualifications of the staff lacked sufficient detail to determine if the fees were reasonable. She has been receiving \$1,997 per month in child support since April even though she has not had the children at all which she can use toward her legal fees. I have a large outstanding bill for legal services which I am currently working to pay and do not have the means to pay for Veronika's legal fees.

The petitioner's request for fees and her other improper requests should be denied.

(Number any pages you attach to this Declaration. Page limits may apply.)

I declare under penalty of perjury under the laws of the state of Washington that the facts I have provided on this form (and any attachments) are true. [] I have attached (number): __ pages.

Signed at (city and state): Duvall, WA Date: 07/07/25

Mathew Ralidak

Mathew Ralidak (Jul 7, 2025 11:06 PDT)

Sign here

Mathew Ralidak

Print name

Warning! Documents filed with the court are available for anyone to see unless they are sealed. Financial, medical, and confidential reports, as described in General Rule 22, **must** be sealed so they can only be seen by the court, the other party, and the lawyers in your case. Seal those documents by filing them separately, using a *Sealed* cover sheet (form FL All Family 011, 012, or 013). You may ask for an order to seal other documents.

25.07.07 - Reply Decl of M.Ralidak ISO MTFLO

Final Audit Report

2025-07-07

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