NO. 92620-4
72527-1

(Court of Appeals N0. ~~72527-1-10~~)

IN THE SUPREME COURT
OF THE STATE OF WASHINGTON

In Re: the Paternity of: M. H.,

STEPHANIE BELL,

Respondent,

and

JUAN SIDRAN HEFLIN,

Appellant

STEPHANIE BELL,
PETITIONER.

FILED
DEC 21 2015
WASHINGTON STATE
SUPREME COURT

PETITION OF STEPHANIE BELL FOR
DISCRETIONARY REVIEW TO THE SUPREME COURT

Bruce O. Danielson, Esq.
Attorney for Respondent
WSBA #14018
1001 4th Avenue, Suite 3200
Seattle, WA 98154
Tel: 206-652-4550
bruce@brucedanielsonlaw.com

Attorney for Petitioner, Stephanie Bell

TABLE OF CONTENTS

TABLE OF AUTHORITIES

Cases **Page(s)**

UNITED STATES CONSTUTION.

STATUTES.

Washington Statutes

Indiana Statutes

Rules of Appellate Procedure.

I. IDENTITY OF THE PETITIONER.

This Petition for Review is filed by Stephanie Bell. Stephanie Bell was the Respondent in the Court of Appeals.

II. CITATION TO THE COURT OF APPEALS DECISION.

Pursuant to RAP 13.4, Stephanie Bell seeks discretionary review of the following decision of the Court of Appeals, Division I, terminating review: *In re the Paternity of M.H.* , 2015 WL 72527-1-I (Div. 1, Sept. 28, 2015) (unpublished) App. 1-8. The Court of Appeals filed its decision on September 28, 2015 and denied Stephanie Bell's Motion for Reconsideration on November 20, 2015 App. 9.

III. ISSUES PRESENTED FOR REVIEW.

1. When an Indiana child support order is registered in Washington for enforcement only, does the Washington court's authority to enforce the Indiana child support order for child support arrears terminate on the child's 28th birthday pursuant to Washington's remedial statutes, RCW 4.56.210(2) and 6.17.020(2), or is the Washington Court to apply the laws of Indiana as to the time allowed to collect past due child support arrearages?

IV. STATEMENT OF THE CASE.

This appeal involves the registration of an Indiana order of child support, which Indiana order is registered in Washington for enforcement only and the collection of child support arrears. APP. 10; CP 1. The parties, Stephanie Bell (Petitioner herein) and Juan Sidran Heflin had one child from their relationship, M. H. who was born on May 13, 1985. (For convenience the names of the parties will generally be used in lieu of their designation as either Appellant or Respondent.)

Paternity was established on March 23, 1994, by the Indiana court, Vigo County Circuit Court. At the same time the Indiana Court entered the order of paternity, the Court entered an order of child support which order required Heflin to make regular child support payments to Bell. App. 10 CP 5. Prior to the initation of this action, Heflin made very few child support payments. Heflin's refusal to pay his Indiana Court ordered child support obligtion required Stephanie Bell to pursue collection of the child support arrears in Washington, Heflin's state of residence.

On September 9, 2010, Ms. Bell registered the Indiana child support order **for enforcement only** in the King County Superior Court pursuant to the Uniform Interstate Foreign Support Act

(UIFSA) Chapter 26.21A RCW. Indiana retains the original and continuing jurisdiction over this support Order.

In the King County Superior Court Order in this matter dated November 30, 2010, the Superior Court entered a judgment confirming Heflin's obligation to comply with the child support obligation through the child's 21st birthday under Indiana law. Heflin was required to pay the accrued amount of child support per the 1994 Indiana order, which support obligation continued until the day M.H. turned 21 in accordance with Indiana law in effect at the time of the order.

On February 24, 2011, the King County Superior Court determined that the accrued Indiana past due child support obligation was $110,709.23, including interest. App. 15-16; CP 12-13. Heflin did not appeal any of the trial court orders. Heflin refused to comply with the outstanding judgments establishing his child support obligations. Heflin/father went so far as to attempt to discharge the obligation in bankruptcy.

Eventually, the parties entered into a Settlement Agreement in which Heflin agreed to pay his past due child support obligation to Ms. Bell, which he acknowledged to be $128,054.36, as of October 25, 2011. App. 21-24; CP 23-30; CP 23-3. After

Heflin/father defaulted in his settlement agreement payments, Ms. Bell sought to enforce the Indiana child support judgment through a Motion for Wage Withholding. The King County Superior Court entered a Wage Withholding Order on August 8, 2014. The Wage Withholding Order was entered four years after the UIFSA action was filed in Washington and eight years after H.M. turned 21. App. 14, 25-28; CP 17-22. Consistent with the Superior Court's 2010 and 2011 rulings, which were unappealed, Bell argued that Indiana law controls the duration of Heflin's child support obligation and the collection and enforceability of Heflin's child support arrears. In the Wage Withholding Order, the trial court correctly agreed with Bell specifically ruling that, as a matter of law, the Indiana child support order was "not subject to the same limitations" as a Washington child support order and was therefore "fully enforceable in Washington." App. 25 CP 66-69.

Heflin's objection to the Motion for Wage Withholding is based on the argument that the Washington substantive law deprives the Washington courts of jursidiction to issue a wage withholding order to enforce the Indiana Order of Child Support more than ten (10) years after M.H. turned 28 years of age. Heflin relied on RCW 4.56.210(2) and RCW 6.17.020(2) to invoke the

substantive law of Washington to terminate the collection of child support arrears. The child, M.H., turned 28 on May 13, 2013. However, per Indiana law, Heflin's child support obligations continued until M.H. turned 21, in 2006.

Heflin filed an appeal of the Superior Court Wage Witholding Order alleging, as he had done in the Superior Court, that Washington's statutes, RCW 4.56.210(2) and 6.17.020(2) preclude the enforcment of a judgment based upon an Indiana child support order past the child's 28th birthday per Washington, and not Indiana, law.

On September 28, 2015, the Court of Appeals issued an Opinion in which it reversed the trial court's 2014 ruling granting Ms. Bell's request for a Wage Withholding Order. App. 1

The Court of Appeals erroneously ruled that Indiana law and the UIFSA do not determine the duration of time for the collection of judgments for past due child support arrears arising from an Indiana child support order. Instead, the Court of Appeals adopted and applied the shorter time limit and substantive law of Washington, RCW 4.56.210(2) and RCW 6.17.020(2), to limit the collection of past due child support until the child's 28th birthday. The Court of Appeals misconstrued RCW 26.21A.515 as not

applying to the collection and enforcment of a judgment for child support arrearages in Washington. The ruling of the Court of Appeals allows Heflin to circumvent his court ordered obligation to pay child support arrears, which obligation is valid and enforceable for at minimum 20 years pursuant to the laws of the state of Indiana.[1] The Court of Appeal's Opinion and reasoning is unsupportable.

V. THIS COURT SHOULD ACCEPT REVIEW.

A. The Decision of the Court of Appeals Conflicts with the Uniform Interstate Foreign Support Act (UIFSA) Codified as RCW 26.21A., Washington Supreme Court Precedent, the Constitutional Rights and Protections Afforded to Stephanie Bell Pursuant to Article IV, Section 1 of the United States Constitution. Collecting and Enforcing Foreign Child Support Orders is of Substantial Public Interest.

1. Introduction.

This is a case in which a valid and fully enforceable Indiana Order for Child Support, registered in Washington for enforcement only, is no longer enforceable in Washington through the improper application of Washington's non-claim statutes/statues of repose to terminate Bell's right of recovery of unpaid child support.

---

[1] IC 34-11-2-12

The Opinion of the Court of Appeals terminating Bell's right of recovery for unpaid child support due and owing from an Indiana order of child support (App. 14), results in a myriad of violations of statutory, case, constitutional law and public policy as set forth herein. The Opinion, though not published, will become a resource of legal arguments to spawn unnecessary and confusing claims concerning the application of Washington's non-claims statues to defeat the enforcement of foreign child support orders for arrears.

Per the laws of the State of Indiana, the originating and controlling state, Stephanie Bell has twenty (20) years to collect the judgment. [2] Indiana Code (IC) 34-11-2-12, its statute of limitations and repose, provides:

> Every judgment and decree of any court of record of the United States, of Indiana, or of any other state shall be considered satisfied after the expiration of twenty (20) years.

The Court of Appeals has ruled that the collection of unpaid child support cannot take place after the child's 28th birthday. In addition to the foregoing Indiana statute of limitations, Indiana has a statute that tolls the state of limitations when the defendant is

---

[2] IC 34-11-2-10 requires an action to enforce a child support obligation to be commenced not later than 10 years after the child's 18th birthday. M.H. turned 18 in 2003. This action was commenced in 2010, or 7 years after her 18th birthday.

outside of the state of Indiana. IC 34-11-4-1. The judgment in Washington, based upon the Indiana Order of Child Support, is approximately five years old and fully enforceable pursuant to Indiana law.

2. The Opinion of the Court of Appeals is in Conflict with Washington's UIFSA, RCW 26.21A.500 et. seq. and the Ruling of the Washington Supreme Court *In re Schneider*, 173 Wn.2d 353, (Washington 2011)

This is a case of first impression in Washington regarding applying Washington law, and not the law of the foreign jurisdiction to determine the time limits for the enforcement of a foreign child support judgment for arrears. The Court of Appeals has incorrectly ruled that the time allowed to collect judgments for unpaid child support arising from an Indiana Order of child support, filed for enforcement only in Washington pursuant to RCW 26.21A.500, et. seq., is not collectible per Washington's statutes of non-suit/repose. In the Court of Appeals Opinion, page 4, the Court stated: "*But contrary to Bell's apparent belief, the law of the issuing state does not govern how long a child support order can be enforced in the registering state.*" App. 5. The Court of Appeals further improperly held, concerning the judgment based upon an Indiana Order of Child Support, that "*Under Washington's remedial*

law, including RCW 4.56.210(2) and RCW 6.17.020(2), the trial court's authority to enforce a child support order expires on the child's twenty-eighth birthday." App. 1.

The Court of Appeals correctly notes that the Washington State Legislature adopted 2015 amendments to Chapter 26.21A RCW which became effective July 1, 2015, but this amendment does not affect the issue in this appeal.

> It is worth quoting the Final Senate Bill Report, ESSB 5498:
> ***Federal laws require all states to apply uniform child support jurisdictional standards in a national model law, the Uniform Interstate Family Support Act (UIFSA), to qualify for federal matching funds***. Many child support enforcement cases involve parents and children living in different states. UIFSA's standards prevent interstate legal conflicts and make child support enforcement administratively efficient and less expensive for the DSHS CSE program. In addition to enforcing child support obligations, ***the UIFSA law standardizes the jurisdiction and substantive requirements for establishing, enforcing, or modifying child support court orders so that only one state at a time has jurisdiction. The law prevents competing and conflicting court orders in multiple states***. Under UIFSA the state courts that do not have jurisdiction over the child support case recognize and refrain from taking action on the case. ***The law extends the requirement that states must give full faith and credit to a lawful court order from another state***. (emphasis added).

The purpose of the UIFSA is to avoid situations like the one existing in this case – different states, a foreign child support order, and a parent seeking to entirely avoid their child support obligations using his state's laws. In her Response to the Court of Appeals, Ms. Bell quoted the following from the Washington Supreme Court holding *In re Schnieder*, 173 Wn.2d 353, 358-359, 268 P.3d 215 (2011), App. 40-41, pages 8-9 thereto:

> The UIFSA was developed in response to federal legislation impacting state child support enforcement laws. Prior to the development of the UIFSA, when parties in a child support action lived in different states, each state could issue its own child support orders. This potential for competing child support orders, with varying terms and duration depending on the issuing jurisdiction, resulted in a proliferation of litigation. ***The UIFSA addressed this "chaos" by establishing a "one-order" system for child support orders by providing that one state would have continuing exclusive jurisdiction over the other***. The UIFSA enforces the one-order system in a variety of ways, including registration of out-of-state child support orders for either enforcement, modification, or both. (citations omitted; emphasis added.)

This conclusion and Opinion of the Court of Appeals is contradicted by the Washington Suprement Court decision *In re Schneider*, 173 Wn.2d at 355 (citing RCW 26.21A.515(1)(a)) that:

The UIFSA provides that the duration of child support is govered by the laws of the original forum state.

The Opinion is further contradicted by RCW 26.21A.515(1)(a), (b), and (c) that ***Indiana law*** – **not** Washington law - governs the "nature, extent, amount and duration of current payments," as well as the "computation and payment of arrearages and accrual of interest, and the "existence and satisfaction of other obligations," under the registered support order. RCW 26.21A.515(1)(a), (b), (c). There can be no dispute that this case involves the "***computation and payment of arrearages and accrual of interest***," which is directed by statute to be governed by Indiana law. RCW 26.21A.515(1)(b).

The Court of Appeals completely (and impermissibly) ignored RCW 26.21A.515(4), which further contradicts its Opinion:

(4) After a tribunal of this or another state determines which is the controlling order and issues an order consolidating arrears, if any, ***a tribunal of this state shall prospectively apply the law of the state issuing the registered controlling order, including its law on interest on arrears, on current and future support, and on consolidated arrears. (emphasis added.)***

The Court of Appeals Opinion removes from enforcement under RCW 26.21A.500 et. seq. the collection of accrued child support arrearages based on a foreign child support order. There are no grounds or rational arguments to only apply RCW

26.21A.500, et. seq. to current support obligations, but not past due support obligations. This, however, is exactly what the Court of Appeals has done with its decision. The Opinion has created an exception for the enforcement of a past due child support obligation never before recognized in Washington for a foreign child support order. This Court should accept review pursuant to RAP 13.4(b)(1) & (4).

3. Washington's Conflicts of Laws Precludes Applying RCW 4.56.210(2) and 6.17.020(2) as the Substantive Law of the Case.

RCW 4.56.210(2) and 6.17.020(2) are non-claim or statutes of repose and are part of the substantive law of Washington.

Under the well established laws of the State of Washington set forth herein, the substantive law of Indiana controls the duration for the collection of an unpaid child support obligation as well as the time allowed to enforce any judgment for unpaid child support arising from an Indiana order of child support.

"A statute of repose terminates a right of after a specific time, even if the injury has not yet occurred." (Citations omitted.) *Rice v. Dow Chemical Co.*, 124 Wn.2d 205, 875 P.2d 1213 (1994). *See also Williams v. State*, 76 Wn. App 237, 245, 885 P.2d 845 (1994) (comparing issues of the statute of limitations with the non-

claim statutes). Because RCW 4.56.210(2) and RCW 6.17.020(2) toll the time to enforce a Washington child support order, they are statutes that terminate a right after a specific time and are statutes of repose. "The general authority is that statues of repose are to be treated not as statues of limitation, but as part of the body of a state's *substantive law* in making choice-of-law determinations. *Rice*, supra, at 212 (emphasis added) (citations omitted).

Given that RCW 4.56.010(2) and 6.17.020(2) constitute substantive law in Washington, the question becomes: Does Washington's substantive law or Indiana substantive law apply regarding the limitations of time to collect unpaid child support?

As this Washington Supreme Court has ruled, the specific issue of "limitation periods [is] not subject to conflict of laws methodology" since Washington adopted the Uniform Conflict of Laws-Limitation Act (UCLLA) in 1983, codified as RCW 4.18.020. *Rice*, 124 Wash.2d at 210-11. Rather, UCLLA's "borrowing statute" requires the court first to determine which state's substantive law applies under Washington's choice-of-law rules, and then to apply the statute of limitation of the "state whose law governs other substantive issues inherent in the claim." *Rice*, 124 Wash.2d at

211, 875 P.2d 1213 (quoting Unif. Conflict of Law-Limitations Act § 2 cmt., 12 U.L.A. 63 (Supp.1994)); RCW 4.18.020 (1)(b).

The Court of Appeals has made a significant error of law by applying the substantive law of Washington to foreign child support orders and the judgments therefrom. To harmonize the RCW 26.21A.500, et. seq. with RCW 4.56.210(2) and 6.17.020(2), the latter must strictly be applied to domestic child support judgments in which Washington retains exclusive jurisdiction. This issue can and should be resolved by the Supreme Court. Otherwise, RCW 26.21A.515, *In Re Schneider* and 4.18.020 are in direct and irreconcilable conflict. This Court should accept review pursuant to RAP 13.4(b)(1) & (4).

4. The Opinion Violates the United States Constitutions Full Faith and Credit Clause and RCW 4.18.020(1) Conflicts of Laws.

In its Opinion, App. 1, the Court of Appeals refused to consider the citation of Stephanie Bell to the United States Constitutions Full Faith and Credit clause. The Opinion alleges that the claim was not properly raised. In truth and fact, the Full Faith and Credit Clause was raised and argued, with direct citation to the Article IV, Section 1 of the United States Constitution Full Faith and Credit Clause, in the Response of Stephanie Bell (App. 41) and as

set forth in the decision of *In Re: Schneider*, supra, also argued in the Response. The Court of Appeals Opinion improperly ignored and failed to address this important Constitutional provision that requires the Washington Court to enforce the Indiana order of child support and its arrears. [3]

The United States Constitution's Full Faith and Credit Clause, Article IV, Section 1. is partially codified in RCW 4.18.020(1) which provides in pertinent part:

Conflict of laws—Limitation periods:

(1) Except as provided by RCW 4.18.040, if a claim substantively based:
(a) Upon the law of other state, the limitation period of that state applies: (emphasis added.)

As this Washington Supreme Court has ruled, the specific issue of "limitation periods [is] not subject to conflict of laws methodology" since Washington adopted the Uniform Conflict of Laws-Limitation Act (UCLLA) in 1983, codified as RCW 4.18.020. *Rice*, 124 Wash.2d at 210-11. Rather, UCLLA's "borrowing statute" requires the court first to determine which state's substantive law applies under Washington's choice-of-law rules, and then to apply the statute of limitation of the "state whose law governs other

[3] Article IV, Section 1 of the United States Constitution provides in, in relevant part "Full faith and credit shall be given in each state to the public acts, records, and judicial proceedings of every other state."

substantive issues inherent in the claim." *Rice*, 124 Wash.2d at 211, 875 P.2d 1213 (quoting Unif. Conflict of Law-Limitations Act § 2 cmt., 12 U.L.A. 63 (Supp.1994)); RCW 4.18.020(1)(b).

The Opinion of the Court of Appeals holding that RCW 4.56.210(2) prevents collection of foreign child support orders after the child's 28th birthday directly contradicts the substantive provisions of RCW 4.18.020(1) and RCW 26.21A.515. The Opinion renders judgments for child support arrears arising in a sister state, some of which sister states have no statute of limitations to enforce or collect same, meaningless in Washington after the child's 28th birthday. Contrary to public policy, Washington becomes the preferred forum to escape a child support obligation.

Stephanie Bell cited *TCAP Corp. v. Gervin*, 163 Wn.2d 645 (2008) for the authority that if the Indiana order of child support is enforceable in Indiana it must be enforceable in Washington. In the Opinion, App. 39-40, The Court of Appeals held "RCW 6.17.020(7) prohibits a registered foreign judgment from extending beyond the lifetime of the original judgment. Therefore, a registered foreign judgment expires concomitantly with the expiration of the underlying judgment, if not before the underlying judgment." App. 6-7. The Court of Appeals Opinion makes no sense since, per

Indiana law, the child support arrearages are fully enforceable against Heflin to this day. The Opinion improperly regulates the enforcement of all judgments, including the Indiana order of child support, to the same status as a Washington action and judgment contrary to the holding in *TCAP*, supra.

This Court should accept review pursuant to RAP 13.4(b)(1) (3) & (4).

5. It is of Significant Public Interest to Protect and Enforce Court Ordered Foreign Child Support Obligations and to Firmly Establish that RCW 26.21A.500, et. seq. and the Law of the State Retaining Jurisdiction, and not RCW 4.56.210(2) and 6.17.020(2), Control the Duration of Time Allowed for the Enforcement of Judgments for Child Support.

Deciding if this Court of Appeals decision warrants review by the Washington Supremen Court pursuant to RAP 13.4(b)(4), an important question to ask: Is the collection and enforcment of child support obligations, and the application of the laws providing for foreign child support orders, a matter of public concern? The answer is, without a doubt, yes. The obligee parents who are to receive child support suffer the greatest, and by extension his or her children when they are denied court ordered child support. Many parents, such as Stephanie Bell, are placed in a financial hole trying to support their children. That financial hole does not

disappear when the child is emancipated. If the issues raised herein seeking reivew are not resolved by this Court by accepting review, other and further similar claims, arguments and conflicting trial court decisions will occur. A significant problem for many of obligees attempting to collect past due child support is that through extensive and protracted litigtion, the obligor parent can "run out the clock" thereby avoiding their child support obligation. Literally thousands of foreign child support enforcment cases are handled by Washington's private and government attorneys yearly. The Court of Appeals Opinion (App. 1-8) sets the presdence for challenges throughout the State of Washington to the collection and enforcment of foreign child support arrears cases by creating a new, and untenable argument, that the duration for the collection of foreign child support arrears are controlled by RCW 4.56.210(2) and 6.17.020(2). As set fortth above, the Opinion of the Washington Court of Appeals satisfies the considerations governing review in that the Court of Appeals Opinion is in conflict with the previous ruling of the Washington Supreme Court and the statutory laws of the State of Washington as well as the United States Constituion Full Faith and Credit Clause.

VI. CONCLUSION.

The Washington Supreme Court decision in *Schneider,* supra, clarified and established the application of the UIFSA concerning the Washington Court's authority in dealing with cases of child support *modification* of a foreign child support order. The Opinion of the Court of Appeals in this case demonstrates that significant confusion exists with regards to the application of UIFSA to child support *arrears* and the application of Washington's non-claim or statutes of repose to foreign child support orders. Not addressed in the Opinion is RCW 26.21A.210 which provides:

> **RCW 26.21A.210**
>
> **Application of the law of this state.**
>
> Except as otherwise provided by this chapter, a responding tribunal of this state shall:
>
> (1) Apply the procedural and substantive law generally applicable to similar proceedings originating in this state and may exercise all powers and provide all remedies available in those proceedings; and
>
> (2) Determine the duty of support and the amount payable in accordance with the law and support guidelines of this state.

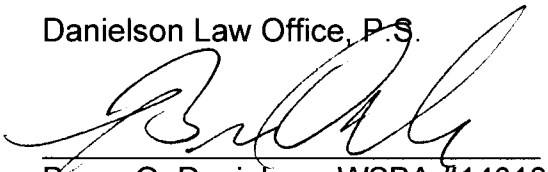
A void in the opinion laws of Washington exists with regards to the UIFSA and the application of Washington, versus Indiana,

substantive law for limitations of action to enforce child support arrears. Unless clarified by the Washington Supreme Court, RCW 26.21A.210, 4.56.210(2) and 6.17.020(2) can and will be misconstrued to apply the substantive law of Washington to the collection and enforcement of child support arrears. The proof of this void is the Opinion from which Stephanie Bell seeks review by this Court.

By accepting review, the Washington Supreme Court will be able to firmly establish the application of RCW 26.21A.500, et. seq. to issues of law regarding time limits to enforce, in Washington, actions for foreign child support arrearages.

Dated this 28th day of November, 2015.

Danielson Law Office, P.S.



Bruce O. Danielson, WSBA #14018
Attorney for Respondent Stephanie Bell

CERTIFICATE OF SERVICE

Bruce O. Danielson, hereby declares and states as follows:

That on the 28th day of November, 2015 I forwarded to Helmut Kah, by United State Priority Mail and to his office address of 16818 140th Ave NE, Woodinville, WA 98072, a copy of the Respondent's Motion for Reconsideration in the above captioned matter.

I SWEAR UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF WASHINGTON THAT THE FOREGOING CERTIFICATE OF SERVICE IS TRUE AND CORRECT.

Signed this 28th day of November, 2015 at Port Orchard, WA.

Bruce O. Danielson

INDEX TO APPENDIX

IN THE COURT OF APPEALS OF THE STATE OF WASHINGTON

In re the Paternity of: M.H.,	)	No. 72527-1-I
STEPHANIE BELL,	)	
Respondent,	)	
v.	)	DIVISION ONE
JUAN SIDRAN HEFLIN,	)	UNPUBLISHED OPINION
Appellant.	)	FILED: September 28, 2015

SPEARMAN, C.J. — In 2010 Stephanie Bell registered a 1994 Indiana child support order in Washington under the provisions of the Uniform Interstate Family Support Act (UIFSA) for enforcement against Juan Heflin. In 2014, the trial court granted Bell's request for a wage withholding order. But under Washington remedial statutes, the court's authority to enforce the child support order ended when the couple's child turned 28 in 2013. Accordingly, we reverse the wage withholding order.

FACTS

Juan Heflin and Stephanie Bell are the parents of M.H., who was born on May 13, 1985 *in* Seattle. In 1994, while living in Indiana, Bell filed a paternity action in Vigo County. Bell also sought an order for child support.

On March 23, 1994, the Vigo County Circuit Court, Juvenile Division, entered an order establishing paternity and setting Heflin's child support payments. On March 23, 2006, M.H. turned twenty one.

On September 9, 2010, Bell registered the Indiana child support order for enforcement in King County Superior Court under UIFSA, Chapter 26.21A RCW. Heflin moved to dismiss the petition. On October 28, 2010, the superior court commissioner denied the motion to dismiss and confirmed the Indiana child support obligation through M.H.'s eighteenth birthday. The court reserved a decision on the amount of the obligation and directed the parties to provide additional information.

Bell moved to revise. On November 30, 2010, the superior court granted revision, concluding that Heflin's obligation to pay child support under the Indiana support order continued until M.H. turned twenty one. On February 24, 2011, the court entered an order confirming Heflin's accrued obligation under the Indiana support order for $110,709.23, including interest.

On August 8, 2014, Bell moved for a wage withholding order under RCW 26.18.070. Bell asserted that under the UIFSA, Indiana law controlled both the duration of Heflin's accrued child support obligation and "the collection and enforceability of the child support obligation."[1]

Heflin maintained that under RCW 4.56.210(2) and RCW 6.17.020(2), the trial court's authority to enforce a child support order ends ten years after the child's eighteenth birthday. Heflin argued that because M.H. turned twenty eight on May 13, 2013, the court order confirming his accrued child support obligation could no longer be enforced.

[1] Clerk's Papers (CP) at 20.

On August 28, 2014, following a hearing, the trial court rejected Heflin's arguments and entered a wage withholding order. The court determined that as a matter of law, the Indiana child support order was "not subject to the same limitations" as a Washington child support order and was therefore "fully enforceable in Washington."[2]

Heflin appeals.

DECISION

The issues on appeal are statutory. Statutory construction is a question of law that we review de novo. TCAP Corp. v. Gervin, 163 Wn.2d 645, 650, 185 P.3d 589 (2008).

Relying primarily on RCW 4.56.210(2), Heflin contends that the trial court lacked authority to enter the wage withholding order. RCW 4.56.210(2) states:

> An underlying judgment or judgment lien entered after the effective date of this act [July 23, 1989] for accrued child support shall continue in force for ten years after the eighteenth birthday of the youngest child named in the order for whom support is ordered. All judgments entered after the effective date of this act shall contain the birth date of the youngest child for whom support is ordered.

RCW 6.17.020(2) establishes a similar limitation:

> After July 23, 1989, a party who obtains a judgment or order of a court or an administrative order entered as defined in RCW 74.20A.020(6) for accrued child support, or the assignee or the current holder thereof, may have an execution, garnishment, or other legal process issued upon that judgment or order at any time within ten years of the eighteenth birthday of the youngest child named in the order for whom support is ordered.

---

[2] CP at 66.

See generally American Discount v. Shepherd, 129 Wn. App. 345, 351-52, 120 P.3d 96 (2005) ("RCW 4.56.210 is a nonclaim statute, not a statute of limitation"), aff'd, 160 Wn.2d 93, 156 P.3d 858 (2007).

Under both RCW 4.56.210 and RCW 6.17.020(2), a party may seek enforcement of a child support order only until the child turns twenty eight. Because M.H. turned twenty eight in 2013, Heflin argues that any underlying judgment or child support order has expired and that the 2014 wage withholding order is therefore invalid.

Bell does not dispute that under Washington law, the period to enforce a judgment or court order for accrued child support expires once the child turns 28. Rather, she contends that under UIFSA, Indiana law governs how long she can enforce the registered child support order in Washington. She maintains that the wage withholding order was valid because the child support order obligation remains enforceable in Indiana. Bell cites no relevant authority to support this proposition.

UIFSA was designed "to facilitate registration and enforcement of decrees in non-issuing states." In re Marriage of Owen & Phillips, 126 Wn. App. 487, 504, 108 P.3d 824 (2005). Under UIFSA, a party can register a foreign child support order for enforcement in Washington. RCW 26.21A.500.[3] If the party contesting registration does not establish one of the specified statutory defenses to registration, the court "shall issue an order confirming the order." RCW 26.21A.530(3). Once registered, the

[3] The 2015 amendments to Chapter 26.21A RCW, which became effective July 1, 2015, do not affect the issue raised on appeal. We therefore cite to the current statutory provisions.

Indiana support order "is enforceable in the same manner and is subject to the same procedures as an order issued by a tribunal of this state." RCW 26.21A.510(2).

Bell contends that under UIFSA, Washington courts must enforce a registered child support for as long as it is enforceable in the issuing state. But her reliance on RCW 26.21A.515, UIFSA's choice of law provisions, is misplaced.

> RCW 26.21A.515 provides in pertinent part:
> (1) Except as otherwise provided in subsection (4) of this section, the law of the issuing state governs:
> (a) The nature, extent, amount, and duration of current payments under a registered support order;
> (b) The computation and payment of arrearages and accrual of interest on the arrearages under the registered support order; and
> (c) The existence and satisfaction of other obligations under the registered support order.
> (2) In a proceeding for arrears under a registered support order, the statute of limitation of this state or of the issuing state, whichever is longer, applies.
> (3) A responding tribunal of this state shall apply the procedures and remedies of this state to enforce current support and collect arrears and interest due on a support order of another state registered in this state.

Under RCW 26.21A.515(1)(a) and (b), Indiana law governs the nature, extent, amount, and duration of current payments, as well as computation of the amount of arrearages, the accrual of interest, and the satisfaction of other obligations.

But contrary to Bell's apparent belief, the law of the issuing state does not govern how long a child support order can be enforced in the registering state. Rather, Indiana law governs only the duration "of current payments under a registered support order." RCW 26.21A.515(1)(a). (Emphasis added). Heflin's child support obligation ended in 2006, when M.H. turned twenty one. The issue on appeal

is therefore not the duration of current payments, but the trial court's authority to enforce the order for arrearages.

Bell fails to address RCW 26.21A.515(3), which provides that the "responding tribunal of this state shall apply the procedures and remedies of this state" when enforcing and collecting arrearages. (Emphasis added). Consequently, under UIFSA, Washington law governs Bell's attempt to enforce the registered child support order. See RCW 26.21A.515(3); see also RCW 26.21A.505(3) (party seeking registration of child support order may include pleading "seeking a remedy that must be affirmatively sought under other law of this state . . . ."); RCW 26.21A.530(1)(e) (party contesting validity or enforcement of a registered order bears the burden of proving "a defense under the law of this state to the remedy sought").

Under Washington's remedial law, including RCW 4.56.210(2) and RCW 6.17.020(2), the trial court's authority to enforce a child support order expires on the child's twenty eighth birthday. Bell has not identified any applicable statute or Washington decisional law providing for an extended enforcement period. Because M.H.'s twenty eighth birthday had passed, the trial court erred in entering the 2014 wage withholding order.

Bell's reliance on TCAP Corp. v. Gervin is misplaced. In TCAP Corp. our Supreme Court held that "a registered foreign judgment in Washington expires, and therefore becomes unenforceable, under RCW 6.17.020(7) when the underlying foreign judgment expires." TCAP Corp., 163 Wn.2d at 647 (footnote omitted). Bell

claims that under TCAP Corp., the Indiana child support order is "fully enforceable"[4] in Washington because it has not yet expired in Indiana.

But the court in TCAP Corp. merely held that under the unambiguous language of RCW 6.17.020(7), the expiration date of the registered foreign judgment "cannot extend beyond the expiration date of the judgment in Texas." TCAP Corp., 163 Wn.2d at 651. In summarizing its decision, the court also indicated that Washington law, not Texas law, controlled the ultimate expiration date of the registered foreign judgment:

> We hold RCW 6.17.020(7) prohibits a registered foreign judgment from extending beyond the lifetime of the original judgment. Therefore, a registered foreign judgment expires concomitantly with the expiration of the underlying judgment, if not before the underlying judgment.

TCAP Corp., 163 Wn.2d at 653. TCAP Corp. provides no support for Bell's broad assertion that a child support order is enforceable in Washington as long as it remains enforceable in the issuing state.

Bell also appears to suggest that application of Washington's remedial statutes to the Indiana child support order violates the full faith and credit clause of the United States Constitution. Because she provides no meaningful legal argument to support this allegation, we decline to consider it. See Saunders v. Lloyd's of London, 113 Wn.2d 330, 345, 779 P.2d 249 (1989) (appellate court will decline to consider issues unsupported by cogent legal argument and citation to relevant authority).

---

[4] Brief of Appellant at 8.

Heflin contends that the trial court erred in calculating the amount of his outstanding child support obligation. Because Heflin did not make any meaningful attempt to challenge Bell's accounting in the trial court, we decline to consider the issue for the first time on appeal. See In re Marriage of Wallace, 111 Wn. App. 697, 705, 45 P.3d 1131 (2002).

Bell's request for sanctions and attorney fees on appeal is denied. The trial court's wage withholding order is reversed.

Spearman, C.J.

WE CONCUR:

Cox, J.

IN THE COURT OF APPEALS OF THE STATE OF WASHINGTON

In re the Paternity of: M.H.,	)	No. 72527-1-I
STEPHANIE BELL,	)	
Respondent,	)	ORDER DENYING MOTION FOR RECONSIDERATION AND MOTION TO PUBLISH
v.	)	
JUAN SIDRAN HEFLIN,	)	
Appellant.	)	

Respondent Stephanie Bell filed a motion for reconsideration and a motion to publish the opinion filed in the above matter on September 28, 2015. The appellant filed an answer to the motions. A majority of the panel has determined the motion for reconsideration and the motion to publish should be denied.

Now, therefore, it is hereby

ORDERED that the motions are denied.

DATED this 30th day of November 2015.

Spearman C.J.
Presiding Judge

10-3-[illegible]637-7 KNT

JUDICIAL ADMINISTRATION
KNT DEPARTMENT OF
SEP - 9 2010
KING COUNTY WASHINGTON
RECEIVED
File Stamp

CHILD SUPPORT ENFORCEMENT TANSMITTAL #1 – INITIAL REQUEST

Petioner Name (first, middle, last) Stephanie A. Bell
Social Security Number 303-78-4513
Tribal Affiliation (if applicable)

IV-D Case: ☐ TANF ☐ IV-E Foster Care ☐ Medicaid Only ☐ Former Assistance ☐ Never Assistance

Respondent: Name (first, middle, last) Juan S. Heflin
Social Security Number 535-62-9999
Tribal Affiliation (if applicable)

Non-IV-D Case: ☒

To (Agency Name and Address):

Responding FIPS Code _____ State WA
Responding IV-D Case Number _____
Responding Tribunal Number _____

From (Contact Person, Agency, Address, Phone, FAX, E-mail):
Attorney Bruce Danielson
PO Box 650
Port Orchard, WA 98366
206-652-4550, Fax 206-652-4551
brucedan@msn.com
Send Payments To (if different from above):

Initiating FIPS Code _____ State IN
Initiating IV-D Case Number _____
Initiating Tribunal Number _____

Payment FIPS Code _____ State _____
Bank Account _____ Routing Code _____

I. **Action.** The responding Jurisdiction Should Proved All Appropriate Services Including (Please Return the Acknowledgement Attached):

1. ☐ Establishment of Paternity
2. ☐ Establishment of Order for:
   - A. ☐ Current Child Support, Including Medical Support
   - B. ☐ Retroactive Child Support
   - C. ☐ Medical Support Only
   - D. ☐ Spousal Support
   - E. ☐ Cost and Fees (Use Sec. VII)
3. ☐ Enforcement of Responding Tribunal Order
4. ☐ Modification of Responding Tribunal Order
5. ☐ Change IV-D Payee of Responding Tribunal Order
6. ☐ Redirect Payment to Obligee State
7. ☒ Registration of Foreign Support Order(s):
   - A. ☒ For Enforcement Only
   - B. ☐ For Modification and Enforcement
   - C. ☐ For Modification Only
   - D. ☐ For Tribunal Determination of Controlling Order Includi Arrears Reconciliation

   Requested by: ☐ Obligor ☐ Obligee ☐ State Agency (Requires Sworn Statement of Arrears)
8. ☐ Collection of Arrears Only
9. ☐ Income Withholding
10. ☐ Administrative Review for Federal Tax Refund Offset
11. ☐ Other _____

II. **Case Summary** (Background of the Matter: Court/Administrative Actions)

Date of Support Order	State & County or Tribe Issuing Order	Tribunal Case Number
04/01/94	Vigo, IN	9402 JP 106

Support Amount / Frequency	Date of Last Payment	Amount of Arrears	Period of Computation
$77.00/Week	03/20/07	$82,140.39	4/1/94 thru 7/25/10

☐ Tribunal Determined Controlling Order
☒ Presumed Controlling Order

Date of Support Order	State & County or Tribe Issuing Order	Tribunal Case Number

Support Amount / Frequency	Date of Last Payment	Amount of Arrears	Period of Computation
			thru

☒ Presumed Controlling Order

Date of Support Order	State & County or Tribe Issuing Order	Tribunal Case Number

Support Amount / Frequency	Date of Last Payment	Amount of Arrears	Period of Computation
			thru

☐ Presumed Controlling Order

App. 10

CHILD SUPPORT ENFORCEMENT TRANSMITTAL #1 – INITIAL REQUEST Initiating IV-D Case Number

III. Mother Information ☐ Obligor ☒ Obligee

Full Name (first, middle, last): Stephanie A. Bell
Address (Street, City, State, Zip): 3404 Summerfield Dr Indianapolis, IN 46214
Employer / Address (Name, Street, City, State, Zip):

Maiden Name, Alias, Former Married Name, Nickname, etc.:

Home Phone 317-328-6775 ☒ Address Confirmed _____ (Date) ☐ Employer Confirmed _____ (Date)
Work Phone
Date / Place of Birth 06/18/63 (Date) _____ (Place) Social Security Number 303-78-4513

IV. Father Information ☒ Obligor ☐ Obligee

Full Name (first, middle, last): Juan S. Heflin
Address (Street, City, State, Zip): 401 Taylor Pl NW Renton, WA 98057
Employer / Address (Name, Street, City, State, Zip): Pacific Maritime Association 555 Market St, 3rd Floor San Francisco, CA 94105

Alias, Nickname:

Home Phone 206-772-5661 ☒ Address Confirmed _____ (Date) ☐ Employer Confirmed _____ (Date)
Work Phone
Date / Place of Birth _____ (Date) _____ (Place) Social Security Number 535-62-9999

V. Caretaker Information Relationship to Child(ren) _____

Full Name (first, middle, last)
Has Legal Custody / Guardianship of Child(ren) (copy of order attached)
Address (Street, City, State, Zip)
Employer / Address (Name, Street, City, State, Zip)

Maiden Name, Alias, Former Married Name, Nickname, etc.

Home Phone ☐ Address Confirmed _____ (Date) ☐ Employer Confirmed _____ (Date)
Work Phone
Date / Place of Birth _____ (Date) _____ (Place) Sex M (M/F) Social Security Number _____

VI. Dependent Children Information

Full Legal Name (first, middle, last)	City, State, Date of Birth	Sex	Social Security Number	State of Residence
Miluan Heflin	05/13/85	M		IN for 0 months
		M		
		M		
		M		

Born Out of Wedlock ☐YES ☐ NO If established, Paternity Establishment Date _____

VII. Additional Case Information

☐ Additional Case Information Attached ☐ Nondisclosure Finding Attached

VIII. Attachments (Supporting Documentation)

- ☐ Arrears Statement / Payment History
- ☐ Uniform Support Petition
- ☑ General Testimony / Affidavit
- ☐ Affidavit in Support of Establishing Paternity
- ☐ Acknowledgement of Parentage
- ☐ Other Documents Relating to Paternity
- ☐ Notice of Determination of Controlling Order
- ☑ Support Order(s)
- ☐ Divorce Decree
- ☐ Assignment of Rights
- ☐ Description of Real / Personal Property
- ☐ Photograph of Respondent
- ☐ Other Attachment

9/2/2010 (Date) Attorney Bruce Danielson (Initiating Contact Person (first, middle, last)) 206-652-4550 (Telephone Number & Extension)

App. 11

CHILD SUPPORT ENFORCEMENT TANSMITTAL #1 – INITIAL REQUEST

Petitioner Name (first, middle, last) Stephanie A. Bell
Social Security Number 303-78-4513
Tribal Affiliation (if applicable)

IV-D Case:
- ☐ TANF
- ☐ IV-E Foster Care
- ☐ Medicaid Only
- ☐ Former Assistance
- ☐ Never Assistance

Non-IV-D Case: ☒

File Stamp

Respondent: Name (first, middle, last) Juan S. Heflin
Social Security Number 535-62-9999
Tribal Affiliation (if applicable)

To (Agency Name and Address):

Responding FIPS Code _____ State WA
Responding IV-D Case Number _____
Responding Tribunal Number _____

From (Contact Person, Agency, Address, Phone, FAX, E-mail):
Attorney Bruce Danielson
PO Box 650
Port Orchard, WA 98366
206-652-4550, Fax 206-652-4551
brucedan@msn.com

Initiating FIPS Code _____ State IN
Initiating IV-D Case Number _____
Initiating Tribunal Number _____

Send Payments To (if different from above):

Payment FIPS Code _____ State _____
Bank Account _____ Routing Code _____

ACKNOWLEDGEMENTS **Return This Form to initiating State**

☐ Request Received and No Additional Information is Necessary

☐ Additional Information is Needed
- ☐ Arrears Statement / Payment History
- ☐ Uniform Support Petition
- ☐ General Testimony / Affidavit
- ☐ Affidavit in Support of Establishing Paternity
- ☐ Acknowledgement of Parentage
- ☐ Other Documents Relating to Paternity
- ☐ Support Order(s)
- ☐ Divorce Decree
- ☐ Assignment of Rights
- ☐ Description of Real / Personal Property
- ☐ Photograph of Respondent
- ☐ Other (See Remarks)

☐ Remarks / Response

☐ Your Case has been forwarded for action to:

Name of Worker (first, middle, last): _____

Agency Name _____

Address, FIPS Code _____

Phone & Extension _____

FAX _____

_____ Date | _____ Person Completing Form (first, middle, last) | _____ Telephone Number & Extension

FAX: ( ) _____ E-Mail: _____

App. 12

VIGO CIRCUIT COURT
JUVENILE DIVISION
COURT NUMBER 84C01

IN THE MATTER OF THE PATERNITY OF
BELL VS. HEFLIN

CAUSE NO. 9402 JP 106

ORDER

Petitioner, Stephanie A. Bell, appears in person and by deputy prosecutor, Andrew Thomas. Respondent, Juan Sidoran Heflin, appears not but has filed a Consent and Aknowledgment. This matter comes on for initial hearing. Witness is sworn, evidence is heard.

Your Magistrate being duly advised now finds by a preponderance of the evidence that the allegations contained in the petition are true and that the respondent is the father of Miluan Cierra Heflin, a black femal child born May 13, 1985 in Swedish Hospital, Seattle, Washington out of wedlock to the petitioner and respondent herein. The Court further finds that the name of the minor child should remain the same, that being Miluan Cierra Heflin. It is the further finding that the respondent is an able-bodied man capable of supporting the minor child and it is therefore recommended that he pay into the Office of the Clerk of this Court the sum of $77.00 a week, each and every week for the support of the minor child, commencing on April 1, 1994 and each and every week thereafter until further order of the Court. The Court finds that 7 weeks have elapsed since the filing date of the petition herein and therefore makes a back support order in the amount of $539.00 which should be paid into the Office of the Clerk by the respondent within the next 12 months. It is the further recommendation that the custody of the minor child be with the mother with the father to be given the right of reasonable visitation at reasonable times and places, visitation to be agreed upon by the parties herein. The Court further finds that the respondent shall be allowed to have visitation during the summer months but he will be responsible for paying for the transportation of the child to and from said visitation. Also the Court recommends that during the summer months visitation support is to be abated. It is the further recommendation that the respondent be responsible for 50% of health care costs on the minor child not covered by medicaid or insurance and that he place the minor child as a dependent on his health insurance, if available through his employment or future places of employment and if not he is ordered to find private insurance and carry the child on that private insurance.

Clerk of this Court is to send a copy of this Order and a Support card to the respondent herein.

STATE OF INDIANA } SS:
COUNTY OF VIGO }
I, Patricia R. Maynard, Clerk of the Vigo Circuit Court and ex-officio Clerk of the Superior and County Courts of Vigo County, do hereby certify that the document is a full, true and complete copy of ... Cause No. ... as the same appears of record in the files of ... As the same which I am legal and lawful custodian. In WITNESS WHEREOF, I have hereunto set my hand and affixed seal, this the ... day of ... 19 ...
CLERK OF VIGO CIRCUIT COURT AND EX-OFFICIO CLERK OF THE SUPERIOR AND COUNTY COURTS OF VIGO COUNTY

SO RECOMMENDED this 23rd day of March, 1994

JUVENILE COURT MAGISTRATE

The Court having reviewed the findings and recommendations of the Juvenile Court Magistrate approves same this 23rd day of March, 1994.

JUDGE VIGO CIRCUIT COURT

VIGO CIRCUIT COURT
JUVENILE DIVISION
COURT NUMBER 84C01

IN THE MATTER OF THE PATERNITY OF BELL VS. HEFLIN

CAUSE NO. 9402 JP 106

ORDER

Petitioner, Stephanie A. Bell, appears in person and by deputy prosecutor, Andrew Thomas. Respondent, Juan Sidoran Heflin, appears not but has filed a Consent and Aknowledgment. This matter comes on for initial hearing. Witness is sworn, evidence is heard.

Your Magistrate being duly advised now finds by a preponderance of the evidence that the allegations contained in the petition are true and that the respondent is the father of Miluan Cierra Heflin, a black femal child born May 13, 1985 in Swedish Hospital, Seattle, Washington out of wedlock to the petitioner and respondent herein. The Court further finds that the name of the minor child should remain the same, that being Miluan Cierra Heflin. It is the further finding that the respondent is an able-bodied man capable of supporting the minor child and it is therefore recommended that he pay into the Office of the Clerk of this Court the sum of $77.00 a week, each and every week for the support of the minor child, commencing on April 1, 1994 and each and every week thereafter until further order of the Court. The Court finds that 7 weeks have elapsed since the filing date of the petition herein and therefore makes a back support order in the amount of $539.00 which should be paid into the Office of the Clerk by the respondent within the next 12 months. It is the further recommendation that the custody of the minor child be with the mother with the father to be given the right of reasonable visitation at reasonable times and places, visitation to be agreed upon by the parties herein. The Court further finds that the respondent shall be allowed to have visitation during the summer months but he will be responsible for paying for the transportation of the child to and from said visitation. Also the Court recommends that during the summer months visitation support is to be abated. It is the further recommendation that the respondent be responsible for 50% of health care costs on the minor child not covered by medicaid or insurance and that he place the minor child as a dependent on his health insurance, if available through his employment or future places of employment and if not he is ordered to find private insurance and carry the child on that private insurance.

Clerk of this Court is to send a copy of this Order and a Support card to the respondent herein.

STATE OF INDIANA } SS:
COUNTY OF VIGO }
I, Patricia R. Maynard, Clerk of the Vigo Circuit Court and ex-officio Clerk of the Superior and County Courts of Vigo County, do hereby certify that the foregoing document is a full, true and complete copy of Cause No. ___ as the same appears of record in the files of this office, of which I am legal and lawful custodian. IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed seal, this the ___ day of ___, 19__.
CLERK OF VIGO CIRCUIT COURT AND EX-OFFICIO CLERK OF THE SUPERIOR AND COUNTY COURTS OF VIGO COUNTY

SO RECOMMENDED this 23rd day of March, 1994

JUVENILE COURT MAGISTRATE

The Court having reviewed the findings and recommendations of the Juvenile Court Magistrate approves same this 23rd day of March, 1994.

JUDGE VIGO CIRCUIT COURT

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

In re the Paternity of: Miluan Heflin STEPHANIE A. BELL, Petitioner, and JUAN SIDRAN HEFLIN, Respondent.	No. 10-3-06637-7 KNT ORDER CONFIRMING AMOUNT OF SUPPORT OBLIGATION

THIS MATTER came on for hearing before the undersigned Judge/Court Commissioner upon the respondent's Response to Notice of Child Support Order, Request for Hearing and Request to Dismiss with Prejudice the Indiana Order of Child Support filed with this Court. The petitioner appeared by and through her attorney Bruce O. Danielson, the respondent appeared by and through his attorney Michael Ditchik, Esq. This Court previously entered an Order on October 28, 2010 confirming the registration of the Indiana Order of Support, but reserved the issue as to the amount of the support obligation. Per the Order on Revision of this Court, child support shall be calculated until the child's 21st birthday pursuant to Indiana law. The Court read and considered the files and records herein, the respondent's Notice of Child Support Order, Request for Hearing and Request to Dismiss with Prejudice; the Declaration of Juan Heflin; the Affidavit of Stephanie Bell; the Declaration of Stephanie Bell; the Declaration of Bruce O. Danielson; the Response to the motion and the Declaration of Juan Heflin, Memorandum in Strict Reply, the petitioner's Response in

DANIELSON LAW OFFICE P.S., INC.
1001 Fourth Avenue, Suite 3200
Seattle, WA 98154
(206) 652-4550 Fax (206) 652-4551

Support of Support Calculation and the Declaration of Stephanie Bell dated January 7, 2011.

NOW, THEREFORE, IT IS HEREBY,

ORDERED: The Indiana Order of Support, in the sum of $110,709.23*, is hereby confirmed as registered by this Court pursuant to this Court's Order of October 28, 2010 and RCW 26.21A.500 et. seq. Per the laws of Indiana, the obligation shall bear interest at the rate of 18% interest per annum. As a registered foreign child support obligation in Washington, the Mother, acting through her private counsel, Bruce O. Danielson, may take such actions to collect unpaid child support and interest as authorized by RCW 26.21A and 42 U.S.C. 666, et. seq., including, but not limited to, income withholding, liens and subpoenas. The Court orders income withholding for an amount never to exceed the maximum amount authorized under the Consumer Credit Protection Act, 15 U.S.C. 1673 (B) or RCW 26.18.090 to be paid toward the total principal and interest child support arrears due as set forth in the above captioned Judgment Summary until the arrears are paid in full. It is further,

ORDERED: The petitioners's claim for attorneys' fees is reserved for determination at a later date by this Court.

Done this 23 day of February 2011.

~~Judge~~/Court Commissioner Pro tem

Presented by:

Danielson Law Office, P.S.

/S/ Bruce O. Danielson
Bruce O. Danielson, Attorney for the Petitioner. WSBA #14018

* Credit is given to the father for wire transfers of $1300 and $1350 plus interest of $2,350 (59 months at 1.5%/year. This reduces his total obligation to $110,709.23, which includes interest.

DANIELSON LAW OFFICE P.S., INC.
1001 Fourth Avenue, Suite 3200
Seattle, WA 98154
(206) 652-4550 Fax (206) 652-4551

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

IN RE THE PATERNITY OF: MILUAN HEFLIN STEPHANIE A. BELL, Petitioner, and JUAN SIDRAN HEFLIN, Respondent.	Case No.: 10-3-06637-7 KNT DECLARATION OF STEPHANIE A. BELL IN SUPPORT OF WAGE WITHHOLDING ORDER

Stephanie A. Bell, being first duly sworn upon oath hereby deposes and states:

1. I am the petitioner in the above captioned matter and I am competent to testify to the facts set forth herein.

2. My claim for child support arises from an Indiana Order of Child Support that I filed in Washington for enforcement. The respondent has made no secret of his refusal to pay his child support obligation and he has used every trick he can think of to avoid paying his child support obligation as ordered by the Indiana Court. He has objected to every proceedings in which I have attempted to collect past due child support, he alleged payment in full of his

DANIELSON LAW OFFICE, P.S.
1001 4TH AVENUE, SUITE 3200
SEATTLE, WA 98154
206-652-4550

support obligation yet failed to prove payment, he alleged the debt was barred by the statute of limitations, he filed a bar complaint against my attorney, he filed bankruptcy, he has physically assaulted our daughter blaming her for his child support debt and has offered, and broken, numerous payment plans.

3. In December of 2011, we entered into a Settlement Agreement whereby I would accept a reduced sum of money in exchange for the respondent's promise to make payments pursuant to a payment schedule. A copy of our Settlement Agreement is attached hereto and incorporated herein by this reference. Our agreement provides that if he breached the Settlement Agreement, the entire child support obligation plus interest is due and payable.

4. At first, the respondent was making his payments per our agreement. For the November 2012 payment, the respondent paid $1,000.00 and not the $2,000.00 required by our agreement. On January and February of 2013, the respondent again paid only $1,000.00 each month. The respondent failed to make any payments in March of 2013 and his last payment was on April 1 of 2013 and in the sum of $300.00.

5. Since April of 2013 the respondent has failed and refused to make any payments for his past due child support debt. In accordance with our Settlement Agreement, the entire past due child support obligation is due in full and has been due in full since, at the latest, April 1, 2013. On February 23, 2011 this Court entered an Order Confirming Amount of Support Obligation and, as part of that Order, authorized wage withholding.

6. As of April 1, 2013, the respondent is obligated to me in the sum of $122,547.10. Interest has accrued on this debt at the rate of $57.84 per day from April 1, 2013. A copy of the support debt calculation is attached hereto and incorporated herein by this reference.

DANIELSON LAW OFFICE, P.S.
1001 4TH AVENUE, SUITE 3200
SEATTLE, WA 98154
206-652-4550

7. The respondent resides at 401 Taylor Ave. NW, Renton, WA 98057.

8. The respondent's employer is Pacific Maritime Association and the respondent works in King County, Washington. Pacific Maritime Association has a mailing address of 555 Market Street, Third Floor, San Francisco, CA 94105.

9. I have continued to give the respondent the opportunity to pay his child support debt. It is unfortunate, but every payment agreement I have reached the respondent, or tried to reach with the respondent, has been breached. As I stated at the beginning of this case years ago, the respondent will do anything and everything to avoid paying his child support obligation. Nothing has changed in my assessment of the respondent's actions and I would ask that this Court enter an updated Wage Withholding Order.

I SWEAR UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF WASHINGTON THAT THE FOREGOING IS TRUE AND CORRECT.

Signed at Seattle, Washington this 16th day of June, 2014.

Stephanie Bell, Declarant

DANIELSON LAW OFFICE, P.S.
1001 4TH AVENUE, SUITE 3200
SEATTLE, WA 98154
206-652-4550

Case #47855 HEFLIN Interest Calculation APRIL 2013.xlsx

AGREEMENT DATE:	25-Oct-11	18.00%	AGREEMENT AMOUNT:	$118,054.36		
Date	Payment	Interest this month	Total Accrued Interest - (principle paid)	Principal Balance Due	Principle + Interest Due - Payment	
Nov-11	$0.00	$1,770.82	$1,770.82	$118,054.36	$119,825.18	#
Dec-11	$2,000.00	$1,770.82	$1,541.63	$118,054.36	$119,595.99	#
Jan-12	$2,000.00	$1,770.82	$1,312.45	$118,054.36	$119,366.81	#
Feb-12	$2,000.00	$1,770.82	$1,083.26	$118,054.36	$119,137.62	#
Mar-12	$2,000.00	$1,770.82	$854.08	$118,054.36	$118,908.44	#
Apr-12	$2,000.00	$1,770.82	$624.89	$118,054.36	$118,679.25	#
May-12	$2,000.00	$1,770.82	$395.71	$118,054.36	$118,450.07	#
Jun-12	$2,000.00	$1,770.82	$166.52	$118,054.36	$118,220.88	#
Jul-12	$2,000.00	$1,770.82	($62.66)	$117,991.70	$117,991.70	#
Aug-12	$2,000.00	$1,769.88	($230.12)	$117,761.57	$117,761.57	#
Sep-12	$2,000.00	$1,766.42	($233.58)	$117,528.00	$117,528.00	#
Oct-12	$2,000.00	$1,762.92	($237.08)	$117,290.92	$117,290.92	#
Nov-12	$1,000.00	$1,759.36	$759.36	$117,290.92	$118,050.28	#
Dec-12	$2,000.00	$1,759.36	$518.73	$117,290.92	$117,809.65	#
Jan-13	$1,000.00	$1,759.36	$1,278.09	$117,290.92	$118,569.01	#
Feb-13	$1,000.00	$1,759.36	$2,037.46	$117,290.92	$119,328.37	#
Mar-13	$0.00	$1,759.36	$3,796.82	$117,290.92	$121,087.74	#
Apr-13	$300.00	$1,759.36	$5,256.18	$117,290.92	$122,547.10	#
TOTALS	**$27,300.00**					#

SETTLEMENT AGREEMENT

This Settlement Agreement (Hereinafter "Agreement") is entered into on the date as set forth below by and between Stephanie Bell and Juan Heflin. The parties hereby stipulate and agree as follows:

WHEREAS, on February 23, 2011 and on April 11, 2011 under King County Cause No. 10-3-06637-7 Judgments were entered against Juan Heflin, for unpaid child support and expenses, in the principal sums of $110,709.23, and $12,804.64, respectfully.

WHEREAS, the February 23, 2011 Judgment bears interest at the rate of 18% per annum and the April 11, 2011 Judgment bears interest at the rate of 12% per annum.

WHEREAS, the earnings of Juan Heflin are subject to King County Superior Court Judicial Order authorizing Income Withholding for unpaid child support pursuant to the above mentioned Judgments.

WHEREAS, on or about October 25, 2011, Juan Heflin filed a Chapter 13 Petition with the United States District Court for the Western District of Washington at Seattle. At the time of filing his Chapter 13 Petition, Juan Heflin was indebted to Stephanie Bell in the sum of $128,054.36.

WHEREAS, Juan Heflin is required to pay, in full and as part of his Chapter 13 Petition, the principal and interest for the above referenced Judgments. Mr. Heflin's income is inadequate to pay the principal and interest in full as part of a Chapter 13 Plan thereby rendering his Chapter 13 Plan unfeasible.

WHEREAS, Stephanie Bell has agreed to waive further interest charges, costs and attorneys' fees provided strict and timely compliance by Juan Heflin with the terms of this Settlement Agreement.

WHEREAS, the parties hereto wish to memorialize the terms and conditions of their settlement because each party believes that it is in their mutual best interest to reach an amicable resolution.

WHEREAS, both parties have had the benefit and advice of counsel prior to entering into this Agreement and acknowledge that they have read and understood the terms, conditions and responsibilities hereunder.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

JSH

1. Subject to approval of the United States Bankruptcy Court, Juan Heflin agrees to immediately pay to Stephanie Bell, c/o her attorney Bruce O. Danielson, the sum of $10,000.00.

2. Thereafter, Mr. Heflin agrees to pay $120,000.00 as follows: Monthly payments of $2,000.00 on the first of each month beginning on February 1, 2011 and on the first of each month thereafter until paid in full.

3. Mr. Heflin will have a grace period of thirty (30) days to make each payment. If the last day of the grace period falls on a weekend or holiday, the grace period shall extend until the end of the next business day. All payments are to be made to:

Stephanie Bell
c/o NCS
P.O. Box 42437
Cincinnati, OH 45242

4. If Mr. Heflin defaults on his obligation by not making the agreed payment(s) within the thirty (30) day grace period the entire original debts, including principal and interest which would have accrued, are immediately due and payable in full without further notice In the event of default, all prior payments made hereunder will be applied first to accrued interest, costs and then to the principal judgment amount.

5. If Mr. Heflin makes all payments required in this Agreement, Stephanie Bell will file a Full Satisfaction of Judgment in the King County Superior Court for the above referenced Judgments.

6. So long as Mr. Heflin makes all payments as required by our proposal, Stephanie Bell will take no further collection action.

7. All funds recovered prior to the date of this Agreement and pursuant to the Income Withholding are considered payments against the outstanding obligations prior to this Agreement and are not included as part of the payments in this Agreement.

8. Juan Heflin agrees to an Order for Relief from Stay so as to allow Stephanie Bell to immediately pursue collection of the debt of Juan Heflin in the event of his default under the terms of this Agreement.

9. In the event of contest this agreement shall not be construed against the drafting party. This agreement is to be read and applied as a whole, including the "whereas" provisions of this agreement, which provisions are incorporated herein by this reference

JSH

10. This Agreement may be signed in counterparts. A copy of this Agreement shall have the same force and effect as the original.

11. This Agreement is to be governed by the laws of the State of Washington. In the event of default, Stephanie Bell shall be entitled to the award of her costs and attorneys' fees as the obligee parent seeking enforcement of a child support order. Venue shall be in the King County Superior Court.

12. This is the entire Agreement of the parties. There are no other Agreements express or implied. In the event of contest, this Agreement shall be strictly construed for purposes of assuring payment in full of the child support obligation of Juan Heflin. This Agreement may only be modified in writing signed by both parties.

13. This Agreement shall be null and void in the event payments are required to be made as part of the Heflin Chapter 13 Plan or if any necessary court approvals are not secured on or before January 18th, 2012. Matt Iwama, Bankruptcy counsel for Juan Heflin, agrees to immediately prepare the necessary pleadings and take the necessary actions to secure Court approval to facilitate the terms of this Agreement. Bruce Danielson, counsel for Stephanie Bell, agrees to cooperate and assist where necessary to secure necessary Court approval.

IN WITNESS HERETO, the parties represent that they have read and understood the foregoing Settlement Agreement and agree to abide by same.

Dated this 7 day of December 2011.

Juan S. Heflin

Dated this _____day of December 2011.

Stephanie Bell

10. This Agreement may be signed in counterparts. A copy of this Agreement shall have the same force and effect as the original.

11. This Agreement is to be governed by the laws of the State of Washington. In the event of default, Stephanie Bell shall be entitled to the award of her costs and attorneys' fees as the obligee parent seeking enforcement of a child support order. Venue shall be in the King County Superior Court.

12. This is the entire Agreement of the parties. There are no other Agreements express or implied. In the event of contest, this Agreement shall be strictly construed for purposes of assuring payment in full of the child support obligation of Juan Heflin. This Agreement may only be modified in writing signed by both parties.

13. This Agreement shall be null and void in the event payments are required to be made as part of the Heflin Chapter 13 Plan or if any necessary court approvals are not secured on or before January 18th, 2012. Matt Iwama, Bankruptcy counsel for Juan Heflin, agrees to immediately prepare the necessary pleadings and take the necessary actions to secure Court approval to facilitate the terms of this Agreement. Bruce Danielson, counsel for Stephanie Bell, agrees to cooperate and assist where necessary to secure necessary Court approval.

IN WITNESS HERETO, the parties represent that they have read and understood the foregoing Settlement Agreement and agree to abide by same.

Dated this _____ day of December 2011.

Juan S. Heflin

Dated this 7th day of December 2011.

Stephanie Bell

FAM 02

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

IN RE THE PATERNITY OF: MILUAN HEFLIN STEPHANIE A. BELL, Petitioner, and JUAN SIDRAN HEFLIN, Respondent.	Case No.: 10-3-06637-7 KNT WAGE WITHHOLDING ORDER

THIS MATTER came on for hearing before the undersigned Judge/Court Commissioner upon the petitioner's Motion for Order for Wage Withholding. The Court read and considered the files and records herein, the Motion for Wage Withholding Order, the Declaration of Stephanie Bell, the Response and Reply. The Court finds that as a matter of law, the Indiana Order of Child Support is not subject to the same limitations as a Washington Order of Child Support and that the Indiana Order of Child Support is fully enforceable in Washington. Furthermore, the Court finds that the Juan Heflin is more than fifteen (15) days late in the payment of his child support obligation in the principal sum of $117,290.92 as of April 1, 2013

DANIELSON LAW OFFICE, P.S.
1001 4TH AVENUE, SUITE 3200
SEATTLE, WA 98154
206-652-4550

with interest thereon at the daily rate of $57.84 from April 1, 2013. NOW, THEREFORE, IT IS HEREBY,

ORDERED: That in accordance with RCW 26.18 this Court hereby issues a Wage Withholding Order directed to the respondent/obligee's employer. Pacific Maritime Association and any and all individuals, companies, governmental agencies or others who owe wages or benefits to Juan S. Heflin: You are hereby commanded to answer this Wage Assignment Order by filling in the Wage Assignment Answer form provided with this Order and mailing or delivering the original of the answer to the King County Superior Court, one copy to the obligee or obligee's attorney, and one copy to the obligor within twenty days after service of this wage assignment order upon you.

If you possess any earnings or other remuneration for employment due and owing to the obligor, then you shall immediately do as follows:

(1) Withhold from the obligor's earnings or remuneration each month, or from each regular earnings disbursement, the lesser of:

(a) The sum of the accrued support;

(b) Fifty percent of the disposable earnings or remuneration to the respondent/obligor.

(2) The total amount withheld above is subject to this wage assignment Order, and all other sums may be disbursed to the respondent/obligor.

(3) Upon receipt of this wage assignment order you shall make immediate deductions from the respondent/obligor's earnings or remuneration and remit directly to the attorney for the petitioner/obligee at the address specified below within five working days of each regular pay interval. You shall continue to withhold the ordered amounts from nonexempt earnings or

DANIELSON LAW OFFICE, P.S.
1001 4TH AVENUE, SUITE 3200
SEATTLE, WA 98154
206-652-4550

remuneration of the obligor until notified by:

(a) This court that this wage assignment has been modified or terminated; or

(b) The addressee specified in the wage assignment order under this section advises you that the accrued child support or maintenance debt has been paid.

You shall promptly notify the court and the addressee specified in the wage assignment order under this section if and when the employee is no longer employed by you, or if the obligor no longer receives earnings or remuneration from you. If you no longer employ the employee, the wage assignment order shall remain in effect until you are no longer in possession of any earnings or remuneration owed to the employee. You shall deliver the withheld earnings or remuneration to the attorney for the Obligee, Bruce O. Danielson, at P.O. Box 650, Port Orchard, WA 98366 within five working days of each regular pay interval.

You shall deliver a copy of this order to the respondent/obligor as soon as is reasonably possible. This wage assignment order has priority over any other wage assignment or garnishment, except for another wage assignment or garnishment for child support or maintenance, or order to withhold or deliver under chapter 74.20A RCW for other Washington domestic relations Orders.

WHETHER OR NOT YOU OWE ANYTHING TO THE RESPONDENT/OBLIGOR, YOUR FAILURE TO ANSWER AS REQUIRED MAY MAKE YOU LIABLE FOR THE AMOUNT OF SUPPORT MONEYS THAT SHOULD HAVE BEEN WITHHELD FROM THE RESPONDENT/OBLIGOR'S EARNINGS OR SUBJECT TO CONTEMPT OF COURT.

DANIELSON LAW OFFICE, P.S.
1001 4TH AVENUE, SUITE 3200
SEATTLE, WA 98154
206-652-4550

It is further,

ORDERED: Nothing in this Order shall be construed to limit the right of the petitioner/obligee to pursue other income, payments or assets so as to collect the unpaid child support obligation of the respondent/obligor described herein. The issue of petitioner's attorneys' fees is reserved for determination at a later date.

Done in open Court this 28th day of August 2014.

Judge/Court Commissioner

Virginia Amis

Presented by:
Danielson Law Office, P.S.

Bruce O. Danielson, Attorney for
the Petitioner/Moving Party.
WSBA #14018

~~Approved as to Form and Content~~ Copy received 8/28

Helmut Kah, Attorney for
the Respondent. WSBA #

DANIELSON LAW OFFICE, P.S.
1001 4TH AVENUE, SUITE 3200
SEATTLE, WA 98154
206-652-4550

NO. 72527-1-I

IN THE COURT OF APPEALS
OF THE STATE OF WASHINGTON
DIVISION I

In Re: the Paternity of: Miluan Heflin,

STEPHANIE BELL

Respondent

and

JUAN SIDRAN HEFLIN

Appellant

BRIEF OF RESPONDENT

Bruce O. Danielson, Esq.
Attorney for Respondent
WSBA #14018
1001 4th Avenue, Suite 3200
Seattle, WA 98154
Tel: 206-652-4550
bruce@brucedanielsonlaw.com

TABLE OF CONTENTS

TABLE OF AUTHORITIES

CASES.

Washington Cases:

Indiana Cases:

UNITED STATES CONSTUTION.

STATUTES.

Washington Statutes

Indiana Statutes

United States Constitution

Rules of Appellate Procedure.

I. INTRODUCTION.

In 2010 the Respondent, Stephanie Bell, filed for enforcement only in the King County Superior Court, an Indiana Order of Child Support. The Appellant, Juan Heflin, is the obligor. On August 28, 2014, the Superior Court issued a Wage Withholding Order. Juan Heflin, objected to the Motion for Wage Withholding claiming that pursuant to RCW 4.56.210(2) and RCW 6.17.020(2) the enforcement of the Indiana Order of child support has a limit of ten years in Washington regardless of any other laws or statutes.

It should be noted that the Index to Clerk's Papers do not necessarily correspond to the documents referenced in the Appellant's Brief. Preparing this Response, Stephanie Bell relies upon the Index to Clerk's Papers.

II. ISSUES.

A. If RCW 4.56.210(2) and RCW 6.17. 020(2) deprive Washington Courts of the authority to enforce a valid and fully enforceable Indiana Order of Child Support?

B. May the Appellant, Juan Heflin, raise and argue claims and issues previously decided by the Superior Court or claims or issues not raised and argued in the lower Court?

III. STATEMENT OF THE CASE.

This appeal involves the registration and enforcement of an Indiana Order of Child Support in Washington. The parties, Stephanie Bell and Juan Sidran Heflin had one child, Miluan Heflin who was born on May 13, 1985. (For convenience the names of the parties will generally be used in lieu of their designation as either Appellant or Respondent.)

In 1994, Stephanie Bell resided in Indiana. She commenced an action to establish paternity and for an order for child support in the Vigo Circuit Court of Indiana, Cause No. 9402 JP 106. On March 23, 1994, the Vigo Circuit Court entered an Order of paternity and ordered Juan Heflin to make child support payments. (CP 5)

Juan Heflin failed to make all of his Indiana court ordered child support payments. In September of 2010, Stephanie Bell filed in the King County Superior Court, for enforcement only, a petition to enforce the child support obligation. Juan Heflin objected to the registration of the Indiana Order in Washington and the amount of

the claimed obligation. In the original proceeding in Washington, Juan Heflin limited his defense to registration of the Indiana Order of support claiming payment in full of his support obligation.

Through a series of vigorously contested motions, the sum of obligation of Juan Heflin for past due child support, interest and costs was entered by the King County Superior Court on February 23, 2011. (CP 12-13; Subject No. 43.)

Numerous attempts, both by agreement and by motion, were made to secure the cooperation of Juan Heflin in making his child support payments. Juan Heflin went so far as to attempt to discharge his child support obligation in bankruptcy. In December of 2011 Juan Heflin, with the advice of counsel, entered into Settlement promising to pay his past due child support obligation. (CP 23-30) In the Settlement Agreement, Juan Heflin specifically acknowledged his obligation to Stephanie Bell in the sum of $128,054.36 as of October 25, 2011. (CP 23-3)

Juan Heflin defaulted in his promised payments per the Settlement Agreement. In August of 2014, Stephanie Bell filed a Motion for Wage Withholding Order (CP 17-22; Subject No. 60.) and her supporting declaration with accounting. (CP 23-31; Subject No. 61).

In response to the Motion for Wage Withholding, Juan Heflin filed a Memorandum of Law in Response to Motion for wage Withholding Order (CP 33-35; Subject No. 63) and the Declaration of Juan Sidran Heflin (CP 36-42; Subject No. 64.).

The only issues raised by Juan Heflin in opposition to the Motion for Wage Withholding were that the Court lacks jurisdiction to issue a wage withholding in that jurisdiction to enforce the Indiana Order of Child Support expired ten years after the child's 18th birthday and the judgment is therefore unenforceable per RCW 4.56.210 and RCW 6.17.020(2).

On August 28, 2014, the King County Superior Court entered an Order for Wage Withholding, which Order is the subject of this appeal. (CP 66-69)

IV. LEGAL AUTHORITY AND ARGUMENT

A. Generalized Identity of Legal Issues and Legal Issue Background.

In the lower Court and in response to the Motion of the Respondent for Wage Withholding Order, Juan Heflin confined his objection to a very narrow legal theory that: RCW 4.56.010(2) and RCW 6.17.020(2) creates an absolute bar to the enforcement of

the Indiana Order of Child Support in Washington ten years after the child's 18th birthday. Juan Heflin claims an action was not started within ten years of the child's 18th birthday and that the Indiana child support order may only be enforced for ten years per Washington law. (Stephanie Bell is confused by Juan Heflin's arguments. Juan Heflin argues Stephanie Bell failed to commence an action for past due child support within the statutorily prescribed ten years of the child's 18th birthday. This ignores both the 1994 action in Indiana and the 2010 action in Washington to enforce the 1994 Indiana order of child support. In his next argument, Juan Heflin claims that the judgment, which is an **action** for past due child support, is time barred. It is undisputed that an action was commenced within ten years of the child's 18th birthday. Per the Order, CP 5, the action was commenced in Indiana when the child was nine (9) years old.)

The only legal issues that may properly be appealed are limited to the arguments in the lower court by Juan Heflin that RCW 4.56.210(2) and RCW 6.17.020(2) bars the enforcement of the Indiana Order of Child Support. (See Heflin Memorandum of Law and Response to Motion for Wage Withholding Order, CP 33-35; and Declaration of Juan Sidran Heflin, CP 36-42)

In the King Superior Court, Juan Heflin filed an untimely Supplemental Memorandum of Law raising issues of the statute of limitations in defense to the Motion for Wage Withholding. (CP 48-58). The Superior Court did not consider the late submission of the Supplemental Memorandum of Law filed by Juan Heflin. (Verbatim Report of Proceeding, page 4, li 11-15) Juan Heflin did not contest the amount of the obligation as claimed in the Motion for Wage Withholding and the Court properly treated the issue as unopposed. (Verbatim Report of Proceedings, page 19, line 21 to page 20, line 12.) Juan Heflin has filed this appeal raising issues from the Supplemental Memorandum of Law and new issues not heard by the trial court or issues previously ruled upon by the Superior Court.

B. RCW 4.56.210(2) and RCW 6.17.020(2) Do Not Deprive the Washington Courts of the Jurisdiction or Authority to Enforce a Valid Indiana Order of Child Support.

Juan Heflin's legal argument is, regardless of the ongoing validity of an Indiana Order for child support, Washington limits all foreign child support orders to ten (10) years. Juan Heflin does not cite any relevant authority for this argument because no such authority exists and it would clearly defy the laws of Washington. Juan Heflin cites a large number of Washington cases, involving

only Washington claims of various types, to somehow support this argument that any judgment is only enforceable for ten years in Washington. RCW Title 4, *Civil Procedure*, relied upon by Juan Heflin, gives deference to the law of the issuing state for purposes of the limitation of any action in Washington.

RCW 4.18.020(1) provides in pertinent part:

> **Conflict of laws—Limitation periods:**
>
> (1) Except as provided by RCW 4.18.040, if a claim substantively based:
>
> (a) Upon the law of other state, the limitation period of that state applies: (Emphasis added.)

To apply RCW 4.56.210 as argued by Juan Heflin would directly contradict the substantive provisions of RCW 4.18.020, RCW 26.21A.515 (Discussed below) and would result in a ruling that valid foreign child support orders are not enforceable in Washington after ten (10) years. This is not the statutory or case law of Washington.

Likewise, applying the Washington limitations of action pursuant to RCW 6.17.020 to foreign judgment or child support order would make any sister state Order or judgment no different than a Washington Order of Child Support. In the case of *TCAP Corp. v. Gervin*, 163 Wn2d 645 (2008) the Washington Supreme

Court ruled on the issue of the duration of a judgment for collection in Washington: "We hold a registered foreign judgment in Washington expires, and therefore becomes unenforceable, under RCW 6.17.020(7) when the underlying foreign judgment expires." *TCAP Corp.*, supra, at 647. As set forth below, the underlying Indiana Order for child support has not expired and is fully enforceable.

C. The Judgment for Child Support is Fully Enforceable for No Less than Twenty (20) years.

Any discussion of the time limits enforce an out of state child support Order in Washington begins with RCW 26.21A.500, et. seq.

Washington adopted the Uniform Interstate Family Support Act (UIFSA) which act is codified under RCW 26.21A. A good background of the UIFSA is set forth in the Washington Supreme Court opinion, *In re Schneider*, 173 Wn.2d 353, 355, 268 P.3d 215 (Wash. 2011) Per *Schneider,* supra, at 358-359:

> The UIFSA was developed in response to federal legislation impacting state child support enforcement laws. Kurtis A. Kemper, Annotation, *Construction* [268 P.3d 218] *and Application of Uniform Interstate Family Support Act,* 90 A.L.R. 5th 2, at 31 (2001). Prior to the development of the UIFSA, when parties in a child support action lived in different states, each state could issue its own child support orders. *Id.* This potential for competing child support orders, with varying terms and duration depending on the issuing jurisdiction, resulted in a proliferation of litigation. Unif.

Interstate Family Support Act (2008) 611, 9 pt. 1B U.L.A. cmt. at 139 (Supp.2011). The UIFSA addressed this " chaos" by establishing a " one-order" system for child support orders by providing that one state would have continuing exclusive jurisdiction over the order. *Id.* at 139-40. The UIFSA enforces the one-order system in a variety of ways, including registration of out-of-state child support orders for either enforcement, modification, or both. *In re Schneider*, 173 Wn.2d 353, 358-359, 268 P.3d 215 (Wash. 2011)

"The UIFSA provides that the duration of child support is governed by the laws of the original forum state." *In re Schneider*, 173 Wn.2d 353, 355, 268 P.3d 215 (Wash. 2011). RCW 26.21A.515 provides in pertinent part:

> **RCW 26.21A.515 Choice of law.**
> (1) Except as otherwise provided in subsection (4) of this section, **the law of the issuing state governs:**
> (a) The nature, extent, amount, and **duration** of current payments under a registered support order; (Emphasis added.)

The adoption of RCW 26.21A. represents a statutory codification of the United States Constitution Full Faith and Credit Clause. Article IV, Section 1 of the *United States Constitution* provides in pertinent part:

> Full faith and credit shall be given in each state to the public acts, records, and judicial proceedings of every other state. And the Congress may by general laws prescribe the manner in which such acts, records, and proceedings shall be proved, and the effect thereof.

Juan Heflin is attempting to re-ignite the long dead litigation tactic of competing claims concerning the duration of a foreign order of child support. The argument of Juan Heflin against Washington's enforcement of the Indiana Order of Child Support hinges on whether the Court ignores RCW 26.21A.500 et. seq. and if Indiana law bars the enforcement of the Indiana order of child support ten years after the child's 18th birthday.

Directly relevant to this appeal is the decision in the Indiana Court of Appeals case of *Estate of Wilson v. Steward*, 937 N.E. 2d 826 (Ind. Ct. App. 2010). Steward addressed both the commencement of an action and the statute of limitations in Indiana for collection and enforcement of a child support judgment.

In *Steward*, supra, the ex-wife filed a claim against the estate of the late husband for unpaid child support. The claim was based upon a 1989 judgment against the father/obligor. The trial court awarded the mother damages and the father's estate appealed. Almost identical to the legal challenge by Juan Heflin, in *Steward*, supra, the father contented that an action for unpaid child support was not commenced within ten years of the child's 18th birthday as required by Indiana Code (IC) 34-11-2-10. In

Steward, supra, Court of Appeals determined that the action against the father for support was commenced well within the statutory limits of IC 34-11-2-10. The fact that a claim against the estate was filed after ten years was irrelevant because the underlying action was commenced against the father within the statutory time period.

In this case, the action for child support was commenced in 1994 when the child was eight years old. (CP 5)

Having determined that IC 34-11-2-10 does not apply, the Court of Appeals in Steward addressed the claim that the mother's action to enforce the judgment is barred under the Indiana statute of limitations, IC 34-11-2-12. IC 34-11-2-12 provides:

> Every judgment and decree of any court of record of the United States, of Indiana, or of any other state shall be considered satisfied after the expiration of twenty (20) years.

The mother's judgment in Steward was entered on July 25, 1989. The mother filed a claim against the estate of her late husband on September 10, 2009, or more than twenty years after the entry of the judgment. The Indiana Court of Appeals held that the mother's judgment claim was not time barred. In arriving at this conclusion, the Steward opinion noted that "[T]he unique

phraseology of Indiana Code Section 34-11-2-12 sets it apart from all other statutes of limitation listed in Indiana Code Chapter 34-11-2." *Steward,* supra, at 829.

Per *Steward*, supra, at 830 "[A] judgment that is less than twenty years old constitutes prima facie proof of a valid and subsisting claim, whereas a judgment that is over twenty years old stands discredited, with the lapse of time constitutes prima facie proof of payment." (Citations omitted.) Per *Steward*, supra, the presumption of payment may be overcome and the obligated must plead and prove payment to avail the obligor of the presumption of payment. The Court went on to quote, with approval, *Odell V. Green*, 72 Ind. App. 65, 77, 122 N.E. 791 (1919) that: "[N]othing in our statues indicate[s] an intention to utterly destroy judgments after the lapse of twenty years."

In this case, the Washington judgments against Juan Heflin are approximately four years old and far from presumed paid or satisfied. (CP 12-13)

If the claim or judgment had not been perfected, the claims are tolled per Indiana law because Juan Heflin has not been a resident of Indiana. In accordance with IC 34-11-4-1 *Tolling of time while nonresident*:

> The time during which the defendant is a nonresident of the state is not computed in any of the periods of limitation except during such time as the defendant by law maintains in Indiana an agent for service of process or other person who, under the laws of Indiana, may be served with process as agent for the defendant.

In his appeal, Juan Heflin acknowledges IC 34-11-4-1, but makes the unsupported claim that Washington law should control the tolling of the Indiana statute of limitations. The fact that Washington law may be more favorable to Juan Heflin on the issue of the tolling of any statute of limitations does not make Washington law applicable to cause of action arising from an Indiana case.

Juan Heflin argues that the statute of limitations is not an issue, and goes on to argue the statue of limitations. Juan Heflin states that the Indiana Statute of limitations and the Washington statute of limitations are the same. This is not true as set forth in *Steward*, supra, and IC 34-11-2-12. Juan Heflin misquotes the law of Indiana and ignores the validity of the Indiana Order of child support and the duration for enforcement of any judgments in Washington per the Indiana statute of limitations.

D. Issues Not Properly Before this Court on Appeal.

RAP 4.1(a) allows for the review of a trial Court decision. Excepting the claim that RCW 4.56.210 and RCW 6.17.020 bar enforcement of the judgment and issuance of a Wage Withholding Order, the other claims and issues raised by Juan Heflin and his attorney in this Appeal are not properly before this Court.

Stephanie Bell will address some of the far ranging, untimely and settled issues out of an abundance of caution.

i. *Interest on the Obligation.* Interest is determined and applied per RCW 26.21A.515(1(b). At the time of the entry of the Order for child support, per Indiana law 31-16-12-2, interest was 1 and ½ % per month. This issue was raised and decided in the Order of the Superior Court on February 23, 2011. (CP 12-13)

ii. Sum of the Obligation. The sum of the obligation was confirmed by Juan Heflin in his Settlement Agreement dated December 7, 2011 and attached to the Declaration of Stephanie Bell. (CP 23-31.) In response and objection to the Motion for Wage Withholding, other than a legal "Hail Mary" of falsely claiming that no evidence was submitted as to the past due child support, Juan Heflin failed to object the sum of the obligation as set forth in the Declaration of Stephanie Bell (CP 23-31) with attached

accounting. (Verbatim Report of Proceedings, Page 19, 6-7). Juan Heflin is asking the Court of Appeals to ignore the unchallenged accounting, the acknowledgement of Juan Heflin of his support obligation (CP 23-31) and to re-litigate payments and the obligation. All accrued interest is simple and the debt was affirmed by Juan Heflin during settlement negotiations. Juan Heflin had the opportunity to object to the accounting, yet failed and refused to do so. Juan Heflin has waived any claim, objection or defense he might have had to the sum of the obligation as found by the Superior Court.

iii. Allocation of payments. This is yet another claim first raised on appeal. Alleging an issue concerning the allocation of past due support payments, Juan Heflin and his attorney misrepresent the holdings of their citied cases setting forth the manner in which support payments are to be applied. In Juan Heflin's Opening Brief, page 29, he cites *Marriage of Maccarone*, 54 Wn. App. 503, 774 P.2d 53 (1989) and sets forth a statement of order for child support payments. None of the cases cited by Juan Heflin set forth the sequencing of payment application standards, 1 – 4, as alleged by Juan Heflin. *Marriage of Maccarone*, supra,

simply states that payments are to be applied against the current obligation and the balance against principal and interest.

In the Superior Court proceedings, Heflin filed an untimely Supplemental Memorandum of Law seeking to raise new issues for consideration by the Superior Court. As set forth in the verbatim Report of Proceedings, page 4, li 11-5, the additional issues raised by Juan Heflin, were not considered by the Court.

E. *The Appeal is Brought in Bad Faith and is Interposed for Delay; Terms Should be Awarded Against Heflin and his Attorney.*

RAP 18.9 (a) authorizes the appellate court to order a party or his counsel to pay terms or compensatory damages for the violation of the rules for a frivolous appeal.

> A frivolous appeal is one which, when all doubts are resolved in favor of the appellant, is so devoid of merit that there is no chance of reversal. Fidelity Mort. Corp. v. Seattle Times Co., 131 Wn.App. 462, 473, 128 P.3d 621 (2005)

> A frivolous action is one that cannot be supported by any rational argument on the law or facts. *Rhinehart v. Seattle Times*, 59 Wn.App. 332, 340, 798 P.2d 1155 (1990).

Juan Heflin and his attorney have argued that RCW 4.56.210(2) and RCW 6.17. 020(2) deprive Washington Courts of jurisdiction or the authority to enforce a valid and fully enforceable Indiana Order of Child Support after ten years, regardless of the

validity of the underlying judgment or obligation. This claim lacks any merit and directly contradicts established Washington law.

Juan Heflin and his attorney have misrepresented the law, the facts of the case, interposed new claims in this appeal and are attempting to litigate claims and issues resolved years ago by the Superior Court.

The actions of Juan Heflin and his attorney are not about issues of law, but rather are about using every device and tactic, no matter how absurd, to defeat the child support obligation of Juan Heflin. Sanctions against Juan Heflin and his attorney, are needed and necessary.

F. *Bell is Entitled to the Award of Her Attorneys' Fees for Defending Against this Appeal.*

RCW 26.21A.515 provides in pertinent part:

> **RCW 26.21A.515 Choice of law.**
> (3) A responding tribunal of this state shall apply the procedures and remedies of this state to enforce current support and collect arrears and interest due on a support order of another state registered in this state.

Stephanie Bell is entitled to the award of her costs and attorney's fees on appeal and in accordance with RCW 26.18.160, *Child Support Enforcement, Costs*:

> In any action to enforce a support or maintenance order under this chapter, the prevailing party is entitled to a recovery of costs, including an award for reasonable attorney fees. An obligor may not be considered a prevailing party under this section unless the obligee has acted in bad faith in connection with the proceeding in question.

Stephanie Bell respectfully requests the award of her costs and attorneys' fees for being forced to defend against this Appeal.

CONCLUSION.

The appeal of Juan Heflin and his counsel lacks any legal or factual basis. Juan Heflin has used every artifice to avoid his child support obligation. His attorney have made misleading claims and representations completely contrary to the law or the facts. (Juan Heflin and his attorney have been untimely in submitting their pleadings; have filed no less than three Appellant's Briefs; Juan Heflin and his attorney have raised issues either not considered or raised before the lower Court; Juan Heflin and his attorney have cited a string of cases unrelated to the issues before this Court;

Juan Heflin and his attorney have misquoted and/or misrepresented the law and facts of this case. An excellent example is the Appellant's Opening Brief, page 12, **The Hearing and Order Entered on August 28, 2014**, Juan Heflin and his attorney claim with regards to the accounting for the unpaid child support "No testimony or evidence was presented at the hearing." This is not true and dishonest with this Court. (See Clerk's Paper 23-30, the Declaration of Stephanie Bell and the Verbatim Report of Proceedings, page 20, li 8-10.)

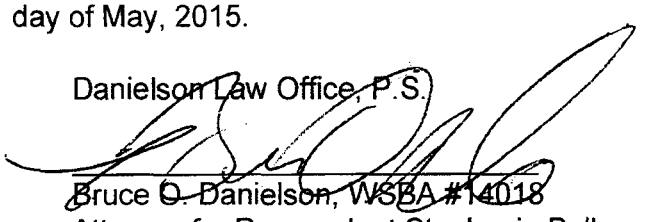
It is difficult enough to collect past due child support without having to expend additional time and effort to address frivolous and untimely/previously decided issues and false representations to this Court. This appeal is not about a legitimate issue but is rather an attempt to punish Stephanie Bell. Juan Heflin's attorney is not worried about what is right or correct, the "game" is to cost Stephanie Bell as much time and money as possible to prevent her from collecting past due child support.

It is respectfully suggested that this Court affirm the lower Court ruling and award Stephanie Bell her costs and attorneys' fees

for being forced to defend against this appeal. It is also suggested that terms in an amount deemed appropriate be assessed against Juan Heflin and his attorney, Helmut Kah as result of the filing of this frivolous appeal.

Dated this 19th day of May, 2015.

Danielson Law Office, P.S.



Bruce O. Danielson, WSBA #14018
Attorney for Respondent Stephanie Bell

IN THE COURT OF APPEALS
OF THE STATE OF WASHINGTON
DIVISION I

In Re: the Paternity of Miluan Heflin,

STEPHANIE BELL,
Respondent,

and

JUAN SIDRAN HEFLIN,
Appellant.

No. 72527-1-I

RESPONDENT'S MOTION FOR RECONSIDERATION

I. RELIEF REQUESTED

Respondent Stephanie Bell, pursuant to RAP 12.4, RAP 1.2(a), RAP 7.3, RAP 17.1(a) and RAP 17.3(a), respectfully requests reconsideration of this Court's ruling terminating review, filed on September 28, 2015.[1] In its decision, this Court reversed the King County Superior Court's Order for Wage Withholding dated August 28, 2014. This Order was entered pursuant to an Indiana Order of Child Support.

The Petitioner/father has consistently refused to pay child support

[1] Attached copy of the Court's Unpublished Opinion, filed September 28, 2015.

and re-located to the state of Washington in an apparent attempt to avoid his legal child support obligations. The wage withholding order allowed Ms. Bell, the mother of M.H., to collect monies due and owing under a valid and fully enforceable 1994 Indiana court child support order and a 2010 judgment entered by the King County Superior Court pursuant to the Uniform Interstate Family Support Act ("UIFSA").[2] In its August 2014 Order, the King County Superior Court correctly agreed with Ms. Bell that, as a foreign child support order, Indiana law determines the duration for the collection of this obligation. CP 66. In Indiana, an obligee has 20 years to collect a judgment for past due child support. Indiana Code ("IC") 34-11-2-12. Moreover, at the time of the entry of the Indiana order of child support, per Indiana law, child support was statutorily mandated until the child's 21st birthday.

On appeal, Petitioner/father Heflin argued, and this Court agreed, that Washington's nonclaim or statues of repose prevent collection action ten years after the judgment is entered and that no Washington court may now enforce the accrued child support obligations arising from the Indiana order of child support, even though it is undisputed that Indiana law provides that a judgment for child support is fully enforceable for twenty years. (IC 34-11-2-12).

[2] The UIFSA is codified at RCW 26.21A.500, *et. seq.*

The Court of Appeals ruling is a clear error of law in that it applies Washington substantive law to prevent collection and enforcment of an Indiana order of child support. The Decision ignores the purpose and intent of the UIFSA and its interpretation by the Washington Supreme Court wherein the court plainly ruled: "The UIFSA provides that the duration of child support is governed by the laws of the original forum state." *In re Schneider*, 173 Wn.2d 353, 355, 268 P.3d 215 (2011). This Court's Opinion also runs afoul of the United States Constitution's Full Faith and Credit Clause, Article IV, Section 1,[3] and RCW 4.18.020(1), which states that if a claim is substantively based upon the law of another state, the limitation period of that state applies.

This Court's Decision flies in the face of the purpose of the UISFA and sets the stage for numerous, protracted inter-state fights concerning the extent of the issuing state's jurisdiction. Unless reversed on reconsideration or appeal, the Opinion creates new law in Washington invalidating hundreds, if not thousands, of foreign child support collection actions and results in a debtor's haven for parents desiring to escape child support obligations established in another state. It allows a party who did

[3] Article IV, Section 1 of the United States Constitution provides, in relevant part, "Full faith and credit shall be given in each state to the public acts, recrods, and judicial proceedings of every other state. And the Congress may by general laws prescribe the manner in which such acts, recrods, and proceedings shall be proved, and the effect thereof."

not appeal the Order that lead to the entry of the Judgment in question, a free pass and an premature release of his child support obligation.

For the reasons set forth herein, reconsideration should be granted and Heflin's appeal should be denied.

II. IDENTITY OF MOVING PARTY

Respondent/mother Stephanie Bell seeks the relief designated in Part 3.

III. STATEMENT OF RELIEF SOUGHT

Pursuant to RAP 12.4, RAP 1.2(a), RAP 7.3, RAP 17.1(a) and RAP 17.3, Respondent/mother Bell requests that the Court amend its decision to deny the Appeal of Heflin and award to Bell her costs and attorneys fees. The relief sought is supported by the following points of law.

1. Under the UIFSA, and case law interpreting the Act, Indiana law governs the computation and payment of arrearages and accrual of interest on the arrearages under the registered support order, Thus, in a proceeding for arrears under a registered support order, the statute of limitation of this state or of the issuing state, whichever is longer, applies, which in this case is twenty (20) years.

2. Under RCW 26.21A.515(4), "[a]fter a tribunal of this or another state determines which is the controlling order and issues an order consolidating arrears, if any, ***a tribunal of this state shall prospectively apply the law of the state issuing the registered controlling order, including its law on interest on arrears, on current and future support, and on consolidated arrears.***" This statute was impermissibly ignored by the Court.

3. The UIFSA should not be construed to allow a state with a shorter time period for enforcing judgments to effectively void a child support order of the issuing state.

4. RCW 4.56.210(2) and RCW 6.17.020(2), Washington's nonclaim or stautes of reponse are not applicable in this case and the substantive law of Indiana, which allows twenty (20) years for the collection of a child support obligation, applies.

5. By limiting the time in which Bell may enforce the Indiana child support obligation, this Court has modified the child support obligation in violation of RCW 26.21A.500, et. seq.

6. The Court should award costs and reasonable and attorneys fees to Ms. Bell as the prevailing party.

IV. EVIDENCE RELIED UPON

Respondent/mother relies on the records and files herein.

V. FACTS RELEVANT TO MOTION

On September 28, 2015, this Court issued an Opinion in which it reversed the trial court's 2014 ruling granting Ms. Bell's request for a wage withholding order. This ruling was issued to enforce a 2010 judgment entered by the King County Superior Court pursuant to the UIFSA, which secured enforcement in Washington state of an Indiana 1994 child support order. Heflin's child support obligations continued to accrue until H.M.'s 21st birthday under Indiana law.

Respondent Bell is the mother. Miluan Heflin was born on May 13, 1985, in Seattle. Paternity was established on March 23, 1994, in an Indiana trial court, Vigo County Circuit Court, which also entered an order of child support, requiring Heflin to make regular child support payments. CP 5. Heflin has failed this obligation, and prior to the inition of this action, Heflin made very few child support payments.

On September 9, 2010, Ms. Bell registered the Indiana child support order for enforcement only in the King County Superior Court pursuant to the UIFSA, Chapter 26.21A RCW. Through a series of motions the court denied Heflin's motion to dismiss. In an order dated November 30, 2010, the lower court confirmed his obligation to comply with the child support obligation through the child's 21st birthday under Indiana law. In other words, Heflin was required to pay the amount

established in the 1994 order, which obligation continued until the day H.M. turned 21.

On February 24, 2011, the King County Superior Court determined that accrued obligation, none of which has been paid, to be $110,709.23, including interest. CP 12-13; Subject No 43. Heflin did not appeal any of these trial court orders. Yet, Heflin still did not comply with the outstanding judgments establishing his child support obligations. Heflin/father went so far as to attempt to discharge the obligation in bankruptcy.

Eventually, the parties entered into a Settlement Agreement in which Heflin agreed to pay his past due child support obligation to Ms. Bell, which he acknowledged to be $128,054.36, as of October 25, 2011. CP 23-30; CP 23-3. After Heflin/father defaulted in his settlement agreement payments, Ms. Bell sought and was granted a Wage Withholding Order from King County Superior Court under the UIFSA on August 8, 2014, eight years after H.M. turned 21. CP 17-22; Subject No. 60). Bell's motion was supported by a declaration and accountings. CP 23-31; Subject No. 61). Consistent with the trial court's 2010 and 2011 rulings, which were unappealed, Bell argued that Indiana law controls the duration of Heflin's child support obligation and the collection and enforceability of such obligation. The trial court agreed, specifically

ruling that, as a matter of law, the Indiana child support order was "not subject to the same limitations" as a Washington child support order and was therefore "fully enforceable in Washington." CP 66-69.

Heflin's objection to the Motion for Wage Withholding was based on his argument that the Washington trial court lacks jursidiction to issue a wage withholding order to enforce the Indiana Order of Child Support more than ten (10) years after his obligation to pay child support ceased, relying on RCW 4.56.210 and RCW 6.17.020(2). CP 33-35; Subject No. 63; CP 36-42; Subject No. 64. The child, M.H., turned 28 on May 13, 2013. However, Heflin's child support obligations continued until M.H. turned 21, in 2006.

The Court of Appeals confirmed that Heflin's child support obligation continued until H.M. turned 21 under Indiana law. Yet, it erroneously ruled that Indiana law did not apply to duration of judgments registered in Washington state under the UIFSA, applying the shorter time limit and substantive law of Washington per RCW 4.56.210 and RCW 6.17.020. The Court misconstrued RCW 26.21A.515 to have the effect of allowing a sister state to cut short a child support judgment that is valid and enforceable for 20 years in Indiana. Under statutory construction principles, the Court of Appeals' reasoning is unsupportable.

VI. GROUNDS FOR RELIEF AND ARGUMENT

A. Court's Authority to Grant Reconsideration

This Court has authority to reconsider its ruling terminating review pursuant to RAP 12.4. In addition, RAP 17.1(a) generally provides, "[a] person may seek relief, other than a decision of the case on the merits, by motion as provided in Title 17." This Court should reverse its ruling on reconsideration based on, among other things, RAP 7.3, which states, "[t]he appellate court has the authority to determine whether a matter is properly before it, and to ***perform all acts necessary or appropriate to secure the fair and orderly review of a case***." (emphasis added); *see also San Juan County v. No New Gas Tax*, 160 Wn.2d 141, 153, 157 P.3d 831, (2007). RAP 1.2(a) states, "[t]hese rules will be liberally interpreted to promote justice and facilitate the decision of cases on the merits."

B. The Court Erred in its Interpretation and Application of the UIFSA

The Court wrongfully stated that Bell's argument concerning the Uniform Interstate Family Support Act (UIFSA), codified in Washington under Chapter 26.21A RCW is unsupported by relevant authority. This case is one of statutory construction and the analysis of the Court of Appeals is unsupportable. The beginning and end of the Court's analysis must be with the UISFA. The Court of Appeals correctly notes that the

Washington State Legislature adopted 2015 amendments to Chapter 26.21A RCW which became effective July 1, 2015, but do not affect the issue in this appeal.[4]

It is worth quoting the Final Senate Bill Report, ESSB 5498:

> ***Federal laws require all states to apply uniform child support jurisdictional standards in a national model law, the Uniform Interstate Family Support Act (UIFSA), to qualify for federal matching funds***. Many child support enforcement cases involve parents and children living in different states. UIFSA's standards prevent interstate legal conflicts and make child support enforcement administratively efficient and less expensive for the DSHS CSE program.
>
> In addition to enforcing child support obligations, ***the UIFSA law standardizes the jurisdiction and substantive requirements for establishing, enforcing, or modifying child support court orders so that only one state at a time has jurisdiction. The law prevents competing and conflicting court orders in multiple states***. Under UIFSA the state courts that do not have jurisdiction over the child support case recognize and refrain from taking action on the case. ***The law extends the requirement that states must give full faith and credit to a lawful court order from another state***. (emphasis added).

---

[4]The summary of the bill states, "Washington courts, administrative agencies, or other Washington tribunals may not enforce any order issued under foreign law or by a foreign legal system that is manifestly incompatible with public policy."

Thus, the purpose of the Act is to avoid situations like the one existing in this case – different states, child support orders, and a parent seeking to entirely avoid their child support obligations. Ms. Bell quoted the following from the Washington Supreme Court in *In re Schnieder*, 173 Wn.2d 353, 358-359, 268 P.3d 215 (2011), in her brief at pages 8-9:

> The UIFSA was developed in response to federal legislation impacting state child support enforcement laws. Prior to the development of the UIFSA, when parties in a child support action lived in different states, each state could issue its own child support orders. This potential for competing child support orders, with varying terms and duration depending on the issuing jurisdiction, resulted in a proliferation of litigation. ***The UIFSA addressed this "chaos" by establishing a "one-order" system for child support orders by providing that one state would have continuing exclusive jurisdiction over the other***. The UIFSA enforces the one-order system in a variety of ways, including registration of out-of-state child support orders for either enforcement, modification, or both. (citations omitted; emphasis added).

This Court did not cite, nor even attempt to distinguish this case in its Opinion. The following key ruling was completely ignored by the Court and must be the legal cornerstone of a reconsidered decision:

> The UIFSA provides that the duration of child support is govered by the laws of the original forum state.

In re Schneider, 173 Wn.2d at 355 (citing RCW 26.21A.515(1)(a)). The Court's failure to even mention, let alone address this ruling is inexplicable.

Heflin's arguments in this appeal are the exact nature of those sought to be avoided by enactment of the UIFSA – competing claims and arguments regarding the law in the issuing state, vs. the law in the enforcing state. Under the "one-order" system established by the UIFSA, Indiana is the exclusive jurisdiction when it comes to establishing the amount, extent, and duration of current payments and arrearages. RCW 26.21A.515. Constitutional Full Faith and Credit requirements means that Washington cannot undermine the rulings of another state based on that state's law. See Final Bill Report ESSB 5498, quoted above. Moreover, RCW 4.18.020(1) specifies that, with respect to conflict of laws, when a claim is substantively based on the law of another state, the limitation period of that state applies.

The Court's Opinion, at page 5-6, acknowledges that Indiana law governs the duration '<u>of current payments</u> under a registered support order.'" (emphasis in original; citing RCW 26.21A.515(1)(a)). While the Court asserts that the child support obligation ended when M.H. turned 21 (under Indiana law; in Washington, the obligation ends at 18), it somehow missed the fact that ***Indiana law*** – not Washington law - governs the

"nature, extent, amount and duration of current payments," as well as the "computation and payment of arrearages and accrual of interest, and the "existence and satisfaction of other obligations," under the registered support order. RCW 26.21A.515(1)(a), (b), (c). There can be no dispute that this case involves the "***computation and payment of arrearages and accrual of interest***," which is directed by statute to be governed by Indiana law. RCW 26.21A.515(1)(b). The Court of Appeals admits that this case concerns the trial court's authority to "enforce the order for arrearages." Opinion at p. 6.

Moreover, subsection (2) of the statute continues:

> In a proceeding for arrears under a registered support order, the statute of limitation of this state or of the issuing state, whichever is longer, applies.

RCW 26.21A.515(2). Again, it is Indiana law that applies here because Indiana has the longer statute of limitation between the two states. The Court's Opinion ignores these provisions, applying a strained statutory construction argument that runs contrary to the purpose of the UIFSA and the Full Faith and Credit Act of the U.S. Constitution.

The Court's reliance on RCW 26.21A.515(3) is misplaced and in error. It does not state, nor imply that Washington law prevails over any other state with respect to enforceability of another state's child support

obligation decree. This provision merely allows a person who registers a support order of another state to avail themselves of Washington procedures and remedies to enforce current support and collect arrears.[5]

Most importantly, this Court completely (and impermissibly) ignored RCW 26.21A.515(4), which contradicts its ruling:

> (4) After a tribunal of this or another state determines which is the controlling order and issues an order consolidating arrears, if any, ***a tribunal of this state shall prospectively apply the law of the state issuing the registered controlling order, including its law on interest on arrears, on current and future support, and on consolidated arrears***.

The Washington Legislature could not have expressed it more clearly: Indiana issued the registered controlling order. It is Indiana law that "shall" be prospectively applied by Washington courts. RCW 26.21A.515(4).

There is nothing for the Court of Appeals to "construe" in this regard. If the statute is unambiguous then the statute's meaning is derived from its language alone. *Cherry v. Municipality of Metro. Seattle*, 116 Wash.2d 794, 799, 808 P.2d 746 (1991). Moreover, "`[s]tatutes must be interpreted and construed so that all the language used is given effect, with

---

[5] This is consistent with RCW 26.21A.510(2), which states that, once registered, a support order from another state is "enforceable in the same manner and is subject to the same procedures as an order issued by a tribunal of this state."

no portion rendered meaningless or superfluous.'" *Davis v. Dep't of Licensing,* 137 Wash.2d 957, 963, 977 P.2d 554 (1999) (quoting *Stone v. Chelan County Sheriff's Dep't,* 110 Wash.2d 806, 810, 756 P.2d 736 (1988)). To the extent the Court of Appeals may have believed that subsections (2), (3) and (4) of RCW 26.21A.515 were "conflicting," it is required ascertain legislative intent by examining the legislative history of particular enactments. *Timberline Air Serv., Inc. v. Bell Helicopter-Textron, Inc.,* 125 Wash.2d 305, 312, 884 P.2d 920 (1994). Considering the statutory scheme as a whole and the purpose of the UIFSA as expressed by the Washington Supreme Court and the Washington Legislature just this year, there is no support for the Court's ruling that one state may come in and usurp jurisdiction, apply its own laws in place of the issuing state's order, and essentially "do away" with a child support order that is still in existence and enforceable under the laws of that state.

C. RCW 4.56.210(2) and 6.17.020(2) Constitute Washington Substantive Law That is Inapplicable to Enforcement of an Indiana Child Support Obligation.

The Court's reliance on RCW 4.56.210(2) and 6.17.020(2) as barring the enforcement of the Indiana order of child support is clearly incorrect. RCW 4.56.210(2) and 6.17.020(2) are nonclaim or statutes of repose and are part of the substantive law of Washington. However, as set

out below, the substantive law of Indiana controls the duration for collection of an unpaid child support obligation determined by an Indiana Court, as well as the enforcement of any judgment for unpaid child support.

1. *RCW 4.56.210(2) and 6.17.020(2) are Statutes of Repose and do not apply to the enforcement of an Indiana Order for Child Support.*

"A statute of repose terminates a right of after a specific time, even if the injury has not yet occurred." (Citations omitted.) *Rice v. Dow Chemical Co.*, 124 Wn.2d 205, 875 P.2d 1213 (1994). *See also Williams v. State*, 76 Wn. App 237, 245, 885 P.2d 845 (1994) (comparing issues of the statute of limitations with the non-claim statutes). Because RCW 4.56.210(2) and RCW 6.17.020(2) toll or limit the time to enforce a Washington child support order, they are statutes that terminate a right after a specific time and are statutes of repose.

"The general authority is that statues of repose are to be treated not as statues of limitation, but as part of the body of a state's ***substantive law*** in making choice-of-law determinations. *Rice*, supra, at 212 (Emphasis added) (Citations omitted).

Given that RCW 4.56.010(2) and 6.17.020(2) constitute substantive law in Washington, the question becomes whether Washington substantive law or Indiana substantive law applies regarding the duration

or any limitations to collect unpaid child support. The UIFSA directs that the issuing state's substantive law – here, Indiana – that is applicable.

2. *In accordance with statutory and case law, the substantive law of Indiana controls the calculation and duration of any child support obligation.*

As the Washington Supreme Court has ruled, the specific issue of "limitation periods [is] not subject to conflict of laws methodology" since Washington adopted the Uniform Conflict of Laws-Limitation Act (UCLLA) in 1983, codified as RCW 4.18.020. *Rice*, 124 Wash.2d at 210-11. Rather, UCLLA's "borrowing statute" requires the court first to determine which state's substantive law applies under Washington's choice-of-law rules, and then to apply the statute of limitation of the "state whose law governs other substantive issues inherent in the claim." *Rice*, 124 Wash.2d at 211, 875 P.2d 1213 (quoting Unif. Conflict of Law-Limitations Act § 2 cmt., 12 U.L.A. 63 (Supp.1994)); RCW 4.18.020(1)(b).

The choice of the application of the substantive law of Indiana is resolved by RCW 26.21A.515, *In Re Schneider* and 4.18.020.

RCW 26.21A.515. **Choice of law** provides in pertinent part:

(1) Except as other provided in subsection (4) of this section the law of the issuing state governs:

(a) The nature and extent, amount, and duration of current payments under the registered support order;

(b) The computation and payment of arrearages and accrual of interest on the arrearages under the registered support order; and . . .

(2) In any proceeding for arrears under a registered support order, the statute of limitations of this state or of the issuing state, which ever is longer, applies. . . .

(4) After a tribunal of this state determines which is the controlling order and issues an order consolidating arrears, if any, a tribunal of this state shall prospectively apply the law of the state issuing the current and further support, and on **consolidated arrears**. (Emphasis added.)

In its Decision, this Court dismissed the claim of past due child support on the basis that RCW 26.21A.515(a) only applies to current support payments. The Court ignored and failed to take into account subsection (b) concerning support arrearages and section (4) concerning consolidated arrears. With due respect, it makes no sense that RCW 26.21A.500 *et. seq*. only requires the application of the issuing state's law with respect to current support payments and then permits application of Washington law to deny support enforcement of arrears.

In Re Schneider, 173 Wn.2d 353, 355, 268 P.3d 215 (2011), the Supreme Court ruled that: "The UIFSA provides that the duration of child support is governed by the laws of the original forum state." *Schneider*, supra, at 366 goes on to state: "(4) clearly provides that the 'law of the

state that is determined to have issued the initial controlling order governs the duration of the obligation of support.'"

Per RCW 4.18.020(1) **Conflict of laws-Limitation periods**:

(1) Except as provided by RCW 4.18.040, if a claim is **substantively** based:
(a) Upon the law of the other state, the limitation period of that state applies: . . . (Emphasis added). [6]

Here, the Court mistakenly held: " [T]he law of the issuing state does not govern how long a child support order can be enforced in the registering state." Opinion at p. 5. This is simply not true as established by the above case and statutory law and the Indiana statue of limitations that allows for 20 years to enforce a child support judgment.

3. *The decision terminating a right to collect unpaid child support works as a modification of the child support obligation in violation of the UIFSA and the Full Faith and Credit of the United States Constitution.*

There is no dispute that a child support judgment is valid and enforceable for twenty (20) years per Indiana law. (34-11-2-12). The Decision of this Court terminates that right of collection by improperly applying Washington substantive law to an Indiana child support order. Per RCW 26.21A.510(3), "Except as otherwise provided in this article, a

[6] RCW 4.18.020(1) is not confined to statutes of limitations, it speaks in broad terms to limitations periods that include statutes of repose or a nonclaim statute.

tribunal of this state shall recognize and enforce, but many not modify, a registered order if the issue tribunal had jurisdiction."

"The legislature has limited the superior courts' authority-not the superior courts' jurisdiction-to modify another state's child support order by adopting the UIFSA." *Schneider*, supra at 360 (Citations omitted).

Per the laws of Indiana, [O]nce funds have accrued to a child's benefit under a court order, the court many not annul them in any subsequent proceeding. *In re Hambright*, 762 N.E. 2d 98-102-103 (Ind. 2002) "Therefore, "a court may not retroactively reduce or eliminate child support obligations after they have accrued."" *Vagenas v. Vagenas*, 879 NE2d 1155, 1158 (2008).

D. The Court's Decision is in Conflict with the Full Faith and Credit Clause

The Decision of this Court constitutes an illegal modification and waiver of a past due child support obligation. The Decision ignored the Full Faith and Credit argument, ruling that no meaningful argument was made. The Decision implies that a Constitutional provision is not valid or persuasive law absent a decision by an appellate Court. This logic would mean that a statute is only relevant law or authority if it has been ruled on by an appellate court.

Article IV, Section 1 of the *United States Constitution* provides:

> Full faith and credit shall be given in each state to he public acts, records, and judicial proceedings of every other state. And the Congress may by general laws prescribe the manner in which such acts, records, and proceedings hall be proved, and the effect thereof.

"If the foreign court had jurisdiction of the parties and of the subject matter, and the foreign juddgmne is therefore valid where it was rendered, a court of this state must give full faith and credit to the foreign judgment and regard the issues thereby adjusted to be precluded in a Washington proceeding. U.S. Const. art. 4 § 1; *In re Rankin*, 76 Wash.2d 533, 535, 458 P.2d 176 (1969); *Williams v. Steamship Mut. Underwriting Ass'n*, 45 Wash.2d 209, 213, 273 P.2d 803 (1954).

Federal law provides that every child support installment becomes a judgment by operation of law as it comes due and is not subject to retroactive modification. 42 U.S.C. § 666(a)(9). The Decision of this Court is in direct violation of the plain language of the Full Faith and Credit provision of the United States Constitution.

E. The Respondent/Mother Bell is Entitled to Costs and Reasonable Attorneys Fees

As set forth at pages 17-18 of Respondent's appellate brief, incorporated herein by this reference, this Court should award costs and

reasonable attorneys fees to Ms. Bell as the prevailing party pursuant to RCW 26.18.160.

VI. CONCLUSION.

The Decision of the Court of Appeals can be summarized as: Past due child support due and owing from a foreign jurisdiction cannot be collected past the child's 28th birthday in Washington. This ruling means that, despite the duration of a child support obligation in a foreign jurisdiction, including those in which there are no limitations on the time to collect unpaid child support, a deadbeat parent may move to Washington and prevent the collection and enforcement of a past due child support once the child reaches 28 years of age. In this one ruling, the Court of Appeals has completely undone the UIFSA and the Full Faith and Credit Clause of the United States Constitution. The claim of Bell for unpaid child support was filed for enforcement only in Washington. The Indiana Court retains original jurisdiction. More importantly, the substantive law of Indiana controls any limitation on the time to collect the unpaid child support obligation. The court in *Rice*, *supra*, addressing application of statutes of repose in Washington and conflicts of law "[L]imitation periods are 'to be governed by the limitations law of the state whose law governs other substantive issues inherent in the claim.'"

Unif. Conflict of Law-Limitations Act 2 cmt., 12 U.L.A. 63 (Supp. 1994) *Rice, supra*, at 211.

This Court's ruling is a radical departure from long-standing and existing Washington law and directly contradicts Washington statutory and case law and Constitutional protections. Should this Court allow its decision to stand, it is requested that this Opinion be published because it is a decision of first impression.

In its decision this Court ignored many substantive provisions of RCW 26.21A.500 and failed to address why RCW 4.18.020(2) does not apply in this case. Should this Court deny this Motion for Reconsideration, it is respectfully requested that the issues raised as part of this motion be addressed so as to narrow and better define the issues as part of a Petition for Review by the Washington Supreme Court.

For all the foregoing reasons, the Court should grant Respondent Bell's motion for reconsideration, deny the appeal of Heflin and should award Respondent her costs and reasonable attorneys fees.

RESPECTFULLY SUBMITTED this 15th day of October, 2015.

Danielson Law Office, P.S.

/s/ Bruce O. Danielson

Bruce O. Danielson, WSBA #14018
Attorney for Respondent Stephanie Bell

CERTIFICATE OF SERVICE

Bruce O. Danielson, hereby declares and states as follows:

That on the 15th day of October, 2015 I forwarded to Helmut Kah, by United State Priority Mail and to his office address of 16818 140th Ave NE, Woodinville, WA 98072, a copy of the Respondent's Motion for Reconsideration in the above captioned matter.

I SWEAR UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF WASHINGTON THAT THE FOREGOING CERTIFICATE OF SERVICE IS TRUE AND CORRECT.

Signed this 15th day of October, 2015 at Port Orchard, WA.

/S/ Bruce O. Danielson
Bruce O. Danielson

Washington Revised Code

RCW 4.18.020
Conflict of laws — Limitation periods.
(1) Except as provided by RCW 4.18.040, if a claim is substantively based:

(a) Upon the law of one other state, the limitation period of that state applies; or

(b) Upon the law of more than one state, the limitation period of one of those states, chosen by the law of conflict of laws of this state, applies.

(2) The limitation period of this state applies to all other claims. [1983 c 152 § 2.]

RCW 4.56.210
Cessation of lien — Extension prohibited — Exception.
(1) Except as provided in subsections (2) and (3) of this section, after the expiration of ten years from the date of the entry of any judgment heretofore or hereafter rendered in this state, it shall cease to be a lien or charge against the estate or person of the judgment debtor. No suit, action or other proceeding shall ever be had on any judgment rendered in this state by which the lien shall be extended or continued in force for any greater or longer period than ten years.

(2) An underlying judgment or judgment lien entered after *the effective date of this act for accrued child support shall continue in force for ten years after the eighteenth birthday of the youngest child named in the order for whom support is ordered. All judgments entered after *the effective date of this act shall contain the birth date of the youngest child for whom support is ordered.

(3) A lien based upon an underlying judgment continues in force for an additional ten-year period if the period of execution for the underlying judgment is extended under RCW 6.17.020.

RCW 6.17.020
Execution authorized within ten years — Exceptions — Fee — Recoverable cost.
(1) Except as provided in subsections (2), (3), and (4) of this section, the party in whose favor a judgment of a court has been or may be filed or rendered, or the assignee or the current holder thereof, may have an execution, garnishment, or other legal process issued for the collection or enforcement of the judgment at any time within ten years from entry of the judgment or the filing of the judgment in this state.

(2) After July 23, 1989, a party who obtains a judgment or order of a court or an administrative order entered as defined in RCW 74.20A.020(6) for accrued child support, or the assignee or the current holder thereof, may have an execution, garnishment, or other legal process issued upon that judgment or order at any time within ten years of the eighteenth birthday of the youngest child named in the order for whom support is ordered. . . . .

RCW 26.21A.210
Application of law of this state.
Except as otherwise provided by this chapter, a responding tribunal of this state shall:

(1) Apply the procedural and substantive law generally applicable to similar proceedings originating in this state and may exercise all powers and provide all remedies available in those proceedings; and

(2) Determine the duty of support and the amount payable in accordance with the law and support guidelines of this state.

RCW 26.21A.500
Registration of order for enforcement.
*** CHANGE IN 2015 *** (SEE 5498-S.SL) ***
A support order or income-withholding order issued by a tribunal of another state may be registered in this state for enforcement. [2002 c 198 § 601.

RCW 26.21A.515
Choice of law.
*** CHANGE IN 2015 *** (SEE 5498-S.SL) ***
(1) Except as otherwise provided in subsection (4) of this section, the law of the issuing state governs:
(a) The nature, extent, amount, and duration of current payments under a registered support order;
(b) The computation and payment of arrearages and accrual of interest on the arrearages under the registered support order; and
(c) The existence and satisfaction of other obligations under the registered support order.
(2) In a proceeding for arrears under a registered support order, the statute of limitation of this state or of the issuing state, whichever is longer, applies.
(3) A responding tribunal of this state shall apply the procedures and remedies of this state to enforce current support and collect arrears and interest due on a support order of another state registered in this state.
(4) After a tribunal of this or another state determines which is the controlling order and issues an order consolidating arrears, if any, a tribunal of this state shall prospectively apply the law of the state issuing the registered controlling order, including its law on interest on arrears, on current and future support, and on consolidated arrears. [2002 c 198 § 604.

INDIANA CODE.

IC 34-11-2-10 **Enforcement of child support obligations** Sec. 10.

An action to enforce a child support obligation must be commenced not later than ten (10) years after: (1) the eighteenth birthday of the child; or (2) the emancipation of the child; whichever occurs first. As added by P.L.1-1998, SEC.6

IC 34-11-2-12 **Satisfaction of judgment after expiration of 20 years** Sec. 12.

Every judgment and decree of any court of record of the United States, of Indiana, or of any other state shall be considered satisfied after the expiration of twenty (20) years. As added by P.L.1-1998, SEC.6.

IC 34-11-4-1 **Tolling of time while nonresident** Sec. 1.

The time during which the defendant is a nonresident of the state is not computed in any of the periods of limitation except during such time as the defendant by law maintains in Indiana an agent for service of process or other person who, under the laws of Indiana, may be served with process as agent for the defendant. As added by P.L.1-1998, SEC.6