

ORIGINAL

No. 39346-8-II

IN THE COURT OF APPEALS, DIVISION II
OF THE STATE OF WASHINGTON

In Re:

SUSAN MAMMEN, Petitioner-Appellee

&

KAY LEWIS, Respondent-Appellant

10 JAN -8 PM 2:04
STATE OF WASHINGTON
BY  DEPUTY

COURT OF APPEALS
DIVISION II

“CORRECTED”* APPELLANT’S OPENING BRIEF

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* This “corrected” opening brief is submitted per letter from the court clerk dated 1/4/10.

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ASSIGNMENTS OF ERROR

1. The trial court erred by denying Appellant's motion to vacate orders and dismiss this action.
2. The trial court erred by awarding attorney fees to the nominal Appellee.

ISSUES PERTAINING TO ASSIGNMENTS OF ERROR

1. Amerikids Child Support Specialists, Inc., is the "real party in interest" in this action. – Error #1
2. CR 17(a) requires dismissal of this action. – Error #1
3. Amerikids is not entitled to enforce child support claims under the Uniform Interstate Family Support Act. – Error #1
4. The Appellee is not entitled to attorney fees as awarded by the trial court. – Error #2
5. The Appellant should be awarded attorney fees for this appeal. – Errors #1 and #2.

STATEMENT OF THE CASE

This is an action for support based on a decree of dissolution entered more than 20 years ago, in 1988 in Cascade County, Montana. (CP 6-13) The children of the marriage are now adults.¹ In 2004 Ms. Susan Mammen assigned her right to sue for collection exclusively to Amerikids Child Support Specialists, Inc., (hereinafter

¹ The Appellant believed the parties had mutually agreed to waive rights to support and to visitation, but the Appellee now denies it. Since there is no enforceable writing this defense was abandoned.

“Amerikids”), a corporation based in South Dakota and a private collection agency.²

The “Exclusive Agency/Client Agreement” grants to Amerkids, *inter alia*, an exclusive right to collect child support, the right to sue the obligor parent, the right to choose the attorney for the purposes of suit and the right to advance funds for suit. Ms. Mammen has only a limited right to cancel the contract and is obligated to reimburse Amerkids for any lost income plus pay any associated costs if she impedes its collection efforts or if costs exceed the amount collected. (CP 306-307)

Ms. Mammen also signed a “Limited Power of Attorney and Release of Information Authorization”, designating Amerkids and its employees an “attorney-in-fact...in the pursuit of child support payments due...” This power is “not affected by disability of the principal,” and includes the power to “negotiate all monies collected...” (CP 304)

Prior to this action, Amerkids filed another suit to collect child support from the same Appellant in Pierce County Superior Court under cause number 06-3-01338-6. (CP 248-249) The original petition listed “Amerkids Child Support Specialists, Inc. as agent for Susan (Lewis) Mammen” as the plaintiff. In connection with that Amerkids was “the assignee for the Plaintiff in the above-entitled action; pursuant to RCWA 6.36.010 to 6.36.910....” (CP 251-253) On June 14, 2006 the local law firm Luce & Associates,

² Amerikids is NOT registered with the Washington Secretary of State to do business in Washington. Debt collection is an exception to the foreign corporation registration statute. RCW 23B15.010(2)(h).

PS, appeared in the action on behalf of “the Petitioner.” The caption on the notice shows the petitioner as Amerikids in agency status for Ms. Mammen. (CP 255)

On November 17, 2006, the Montana District Court entered a Judgment by Default, against the Appellant and in favor of his ex-wife, for the amount of \$43,844.60, the principal sum being \$20,440.00 as and for unpaid child support, the balance being mostly interest on the principal. (CP 257-258)

On December 19, 2006, Luce & Associates filed a second petition in the first case on behalf of Amerikids. This pleading included several attachments, including an affidavit signed by an agent, specifically alleging that Amerikids is “the assignee for Plaintiff”. (CP 260-276) A Show Cause Hearing in civil case 06-3-01338-6 was scheduled for February 22, 2007, but was cancelled or stricken. (CP 248-249) As of now the case is still open and unsatisfied.

Luce & Associates commenced this second action on March 22, 2007 by filing a third Petition for Registration of Support Order under Uniform Interstate Family Support Act, this one signed by Ms. Mammen. (CD 1-33) Significantly, all references to Amerikids were absent.

On May 27, 2008 the Appellant was held in contempt and a judgment for unpaid child support, plus interest, was entered by a commissioner on the Pierce County show cause docket. (CD 153-159) On July 18, 2008, the trial judge denied the Appellant's motion to revise. (CD 195)

On October 21, 2008 opposing counsel filed his Motion and

Declaration for award of attorney fees. (CP 198-216) Attached to the motion was a 16 page billing statement entitled "Professional Services Provided". However, the billing name and address showed "Amerikids, c/o Carla Craigle" as the responsible party on the bill, not Ms. Mammen. The billing statement shows a "FEE AGREEMENT" was mailed to Amerikids on 6/13/06. There is no similar entry regarding a fee agreement with Ms. Mammen, and she has failed or refused to show affirmatively that she has an attorney-client relationship with Luce & Associates.

Several charges on the said billing statement predate the filing of this action and relate to the first action. Several line item descriptions reflect contact with "Carla" or "Ms. Craigle", beginning on 6/7/06. The first line entry suggesting any direct contact between Luce & Associates and Susan Mammen appears on 5/2/07, when a "COURTESY COPY OF ALL DOCUMENTS" was apparently mailed to her.

Entries in the billing statement for 2/21/07 reveal the reasons why the first action was suspended and this second action was filed. On that date the attorney had requested an order to show cause and the Court Commissioner refused to sign it, because the child support debt had been assigned to Amerikids and "THE INABILITY OF THIRD PARTY TO FILE CONTEMPT ACTION". Further entries from that date reflect the new plan was "REFILLING THE PETITION ONLY UNDER THE NAME OF THE PETITION (sic), NOT AMERIKIDS..."

On November 12, 2008, based on the information contained in the billing statement, the Appellant entered his objection to the

proceedings under authority of Civil Rule 17(a), alleging that the “real party in interest” in the action was Amerikids. (CP 225) On March 24, 2009, having had the benefit of partial answers to discovery, the Appellant moved to vacate the contempt order and dismiss the action. (CP 235-243)

The Appellant argued that Amerikids was the “real party in interest” for purposes of CR 17(a) and that foreign corporations are not entitled to seek recovery for child support under Chapter 26.21A, the Uniform Interstate Family Support Act (hereinafter “UIFSA”). Appellant showed that Amerikids could still enforce the Montana judgment under the original action at any time pursuant to Chapter 6.36, RCW, the Uniform Enforcement of Foreign Judgments Act (hereinafter “UEFJA”).

Nonetheless, the trial court denied the motion on the basis that Ms. Mammen was, apparently, the “real party in interest” in this action. (CP 334) This appeal was timely taken. (CP 335-336)

DISCUSSION

SUMMARY OF ARGUMENT

Susan Mammen assigned her right to sue for collection of child support arrears *exclusively* to “Amerikids”. She retained no right to sue for collection on her own behalf. Despite Ms. Mammen's nominal status as the "Petitioner", all material evidence shows that Amerikids is the real “litigant” and “real party in interest” for purposes of CR 17(a).

Research has revealed no case from any jurisdiction that has held unregistered foreign corporations are entitled to equitable

remedies (i.e., contempt) in debt collection actions, whether under Chapter 26.21A, RCW, the Uniform Interstate Family Support Act or not. Therefore, the trial court erred when it failed to dismiss this action. The trial court also erred when it awarded attorney fees to the nominal petitioner.

AMERIKIDS CHILD SUPPORT SPECIALISTS, INC., IS THE “REAL PARTY IN INTEREST” IN THIS ACTION

Civil Rule 17(a) provides, in pertinent part:

Every action shall be prosecuted in the name of the real party in interest. ... No action shall be dismissed on the ground that it is not prosecuted in the name of the real party in interest until a reasonable time has been allowed after objection for ratification of commencement of the action by, or joinder or substitution of, the real party in interest; and such ratification, joinder, or substitution shall have the same effect as if the action had been commenced in the name of the real party in interest. (emphasis added)

The “Exclusive Agency/Client Agreement” and “Limited Power of Attorney and Release of Information Authorization” signed by Ms. Mammen show, and she has not denied, the “right to sue” is “exclusive” to “Amerikids”. Ms. Mammen has also assigned 30% of any net recovery to Amerikids. She has relinquished the right to choose the attorney or to determine how much money should be expended in pursuit of the claim. Her contract with Amerikids prevents her from suing for collection on her own behalf.³ (CP 306-307)

The record demonstrates that Amerikids can—and does—

³ The significance of this contractual prohibition on Ms. Mammen cannot be overemphasized. It prevents exactly the type of action that is now before this court!

make all material client decisions regarding both actions. The billing statement from Luce & Associates confirms in several ways that Amerikids, and not Ms. Mammen, is the firm's "client." Luce & Associates has revealed a "fee agreement" exists only with Amerikids, and not with Ms. Mammen. The overwhelming majority of contact has been with Amerikids. All monies collected under this action have gone to Amerikids or its agent.

The person or entity to whom a cause of action is assigned is the "real party in interest" under CR 17(a). *Labor & Indus. v. Wendt*, 47 Wn. App. 427, 735 P.2d 1334 (Div. III 1987). Similarly, the Montana Supreme Court held that a collection agency with an assignment for collection is the real party in interest for purposes of bringing action on the debt. This even applies to situations where the assignor retained an interest in the debt assigned. See, *Rae v. Cameron*, 112 Mont. 159, 114 P.2d 1060, 1067 (1941).⁴

Ms. Mammen argued below that a delegation of a power of attorney is not an assignment. This is irrelevant. Neither Luce & Associates nor Ms. Mammen has shown that she is now acting in her own right. In fact, the "Exclusive Agency/Client Agreement" specifically prohibits Ms. Mammen from initiating her own collection action. It requires her, regardless of how she acquires the funds, to turn those funds all over to Amerikids for processing.

Ms. Mammen also argued below that an assignment for collection (if that is what exists here) is not a "true" assignment and thus not dischargeable in bankruptcy. This too is irrelevant. This is

⁴ Montana is Ms. Mammen's current state of residence.

not bankruptcy proceeding and the Respondent is not seeking discharge of the debt. Rather, the Respondent contends that Amerikids is the “real party in interest” in this action, and is not entitled to equitable remedies (e.g., contempt) in the collection of a debt within the State of Washington, particularly when it hides behind the cloak of the very person it has excluded from filing her own action, thus demonstrating that neither Amerikids nor Ms. Mammen have “clean hands”.

CR 17(A) REQUIRES DISMISSAL OF THIS ACTION.

After a notice of objection, CR 17(a) requires the “real party in interest” to ratify, join or substitute for the party objected to. If the real party in interest does ratify, join or substitute the action shall be deemed to have commenced in the name of the real party in interest. CR 17(a) is equally clear; if the real party in interest does none of these things after a reasonable time the action is dismissed. Over a year has passed since the Appellant filed his notice of objection under CR 17(a) (CP 225) and Amerikids has not ratified, joined or substituted in this case.

The nominal Appellee argued below that the Appellant does not “face the risk of paying his child support obligation twice”. But the risk protected by CR 17(a) is not in having to pay twice, but in having to defend a legal cause of action twice—and he is already required to do that. See, Pierce County Superior Court # 06-3-01338-6.

Plainly as well, substitution of Amerikids for the nominal

Appellee and relation back under CR 15(c)⁵ would prejudice the Appellant by avoiding the defense of *res judicata* in connection with the trial court's original refusal in the first action to authorize a show cause proceeding for contempt against the Appellant.

AMERIKIDS IS NOT ENTITLED TO ENFORCE CHILD SUPPORT CLAIMS UNDER THE UNIFORM INTERSTATE FAMILY SUPPORT ACT.

Even if Amerikids did ratify, join or substitute in this case under CR 17(a) the action must still be dismissed. Only “an individual petitioner or a support enforcement agency may initiate a proceeding” under UIFSA. RCW 26.21A.200(2). Amerikids, an unregistered foreign corporation who is the real party in interest, is not an “individual petitioner.” A “support enforcement agency” is a “public official or agency” authorized by law to enforce child support orders. RCW 26.21A.200(22). See also, RCW 26.21A.010 (12) (“Obligee” defined as “an individual to whom a duty of support is or is alleged to be owed” or a “state or political subdivision to which the rights under a duty of support or support order have been assigned”). Thus, an “obligee” cannot be an incorporated private collection agency such as Amerikids.

UIFSA is in derogation of the common law because it allows a litigant to seek remedies in equity—e.g., contempt—before exhausting remedies at law. And because UIFSA is in derogation of the common law in that respect it must be construed narrowly in that respect. See, *Lumberman's of Washington, Inc. v. Barnhardt*, 89 Wn. App. 283, 286, 949 P.2d 382 (1997). As the trial court in the

⁵ See, e.g., *Kommavongsa v Haskell*, 149 Wn.2d 288 (2003)

first action rightly noted, unregistered foreign corporations have no right to seek contempt on a child support debt. This action must be dismissed because Amerikids is not entitled to the remedies obtained under UIFSA.

Opposing counsel acknowledged below there is no Washington State statute or case in support of the nominal Appellee. Unfortunately, the authority he did cite is not helpful either.

Hamilton v Regan, 938 P.2d 282 (Utah 1997), nor *Marriage of Paul*, 978 P.2d 136 (Colo. 1998) were offered to show that an assignment of a child support debt does not change its character into that of an ordinary debt. Neither case addressed the availability of UIFSA to a foreign corporation seeking to collect a support debt.

While Washington has never ruled on the former question, it is not the question now before this court. The question now before this court is the latter question: Whether an unregistered foreign corporation is entitled to equitable remedies in the collection of a debt, regardless whether the debt is for unpaid child support or otherwise?

There is a strong public policy argument for the distinction. If the private collection agency resides or does business in the forum state the actions and behavior of that collection agency are subject to regulation and oversight by the forum state. See, e.g., Chapter 19.16 RCW. Here, the foreign corporation is not even required to register with the Secretary of State. RCW 23B.15.010(2)(h). The proposition that any state in the Union would allow a foreign corporation to invoke the equitable powers of the court for the purpose of debt collection without at least the duty of registration is

nothing less than astounding.

THE APPELLEE IS NOT ENTITLED TO ATTORNEY FEES AS AWARDED BY THE TRIAL COURT⁶

On 6/18/09 a court commissioner awarded the nominal Appellee judgment for \$6,700.00 in attorney fees. (CP 369-370) On 7/17/09 the trial court revised and increased the commissioner's order, awarding attorney fees of \$12,314.90. (CP 411-412) If the nominal Appellee is entitled to any attorney fees, she is entitled only to the amount awarded by the commissioner. However, she is not entitled to an award of attorney fees in any amount.

First, this is, in essence, a civil contempt action for debt. Under the common law only coercive remedies available in civil contempt actions. Punitive remedies are criminal in nature and require criminal procedures. *State Ex Rel. Shafer v. Bloomer*, 94 Wn. App. 246, 251 (1999). Any attorney fee award is punitive because it adds a penalty to the original order to be enforced. There is no way to purge an attorney fee award made in a contempt proceeding by compliance with the original order. It is therefore a violation of constitutional due process to award attorney fees in civil contempt proceedings.

Second, the contempt statute creates an improper legal presumption that a child support obligor who is in arrears is automatically in contempt and the final burden of proof to avoid such a finding is improperly placed on the debtor. An indebted obligor can avoid a finding and order of contempt ONLY if he or she

⁶ Appellant is allowed to argue the judgment for attorney fees, even though entered after the notice of appeal, by virtue of RAP 7.2(i).

can “establish he or she exercised due diligence in seeking employment, in conserving assets, or otherwise rendering himself or herself able to comply with the court’s order,” RCW 26.18.050(4)(emphasis added).

However, nowhere does the law state, specifically or generally, how much “diligence” is “due.” RCW 26.18.050(4) fails completely to acknowledge that an obligor may suffer a physical injury or otherwise become unable “to comply with the court’s order.” The common law provides that inability to comply is an absolute defense to charges of contempt, *Snook v. Snook*, 110 Wn. 310, 314, 188 P. 502 (1920), and the court must therefore waive the statutory “due diligence” requirement in cases where a wholesale inability to comply is shown.

Here the Appellant claimed he lacked the means and ability to pay, and maintains that is still the case. See, e.g., CP 63-64.⁷ Regardless whether he had the means and ability to pay the underlying support obligation, any finding thereon does not show he had the means and ability to pay an award of attorney fees.

Even if the Appellant has some ability to comply, the level of “diligence” that is “due” must depend on the level of ability of the Appellant. Any contrary analysis leads ultimately to the conclusion that the “diligence” which is “due” is that which gets the obligation paid, which in turn would render the statutory defense useless and

⁷ The Appellant is not, by this argument, seeking review of the merits of the order of contempt entered on May 27, 2008 (CD 153-159) and upheld on July 18, 2008. (CD 195). Rather, Appellant is challenging the awards of attorney fees (CP 369-370; 411-412) on the basis of his own means and ability to pay.

convert RCW 26.18.050 and RCW 26.09.160 into punitive statutes.

RCW 26.18.050(4) requires an obligor, regardless of his or her means and abilities, to guess at its meaning regarding how many jobs or what sorts of jobs he or she must apply for in order to demonstrate “due diligence.” It provides no notice whatsoever when, or if, an obligor should accept a low-paying or temporary job that is offered when the obligor is qualified for a higher paying job. The law fails to provide fair warning to an obligor who owns a business that is going through a slow period, whether that obligor should wait out the slow period or abandon the business and seek other employment. It provides no meaningful protection to an obligor who finds and then loses employment through reasons outside of the obligor’s control.

Research has revealed no statute or court opinion that addresses the meaning or application of “due diligence” in the context of RCW 26.18.050(4). The cases found that did discuss “due diligence” in other contexts all related to Civil Rule 60(b)(3).⁸ But those cases are not helpful because any evidence of ability to pay comes into being after the order is entered and is not “newly discovered”.

Here, the nominal Appellee obtained a judgment on contempt despite the fact the Appellant had always complied with the orders of the trial court. That is to say, the monthly payments ordered by the court below had all been made, and made timely. What the

⁸ Court may relieve a party from obligation under an order if the party produces “newly discovered evidence which by *due diligence* could not have been discovered in time to move for a new trial under rule 59(b).” CR 60(b)(3)(emphasis added).

Appellant had not done, because he lacks the means and ability, is to pay after demand the judgment entered by the Montana District Court.

“[A] law forbidding or requiring conduct in terms so vague that men of common intelligence must necessarily guess at its meaning and differ as to its application violates due process of law.” *Baggett v. Bullitt*, 377 U.S. 360, 367, (1964)(citations omitted); cf., *Chicago, M., St. P. & Pac. R.R. v. State Human Rights Comm'n*, 87 Wn.2d 802, 805, 557 P.2d 307 (1976)(statute must provide “fair warning” of what is required). A statute is unconstitutionally vague if it does not give “a person of ordinary intelligence fair notice” of the statute’s requirements. *United States v. Harriss*, 347 U.S. 612, 617 (1954); cf., *State v. Reader's Digest Ass'n*, 81 Wn.2d 259, 273, 501 P.2d 290 (1972), *App.Dism.*, 411 U.S. 945 (1973).

Even if the Appellant had the means and ability to pay (by some yet to be defined objective standard) he had, and has, no way of knowing whether doing those things established “due diligence” as required by the law. The statute contains no “fair warning” what is expected and the obligor “must necessarily guess at its meaning.” Consequently, the statute is void for vagueness, and any orders based on the statute are based on untenable grounds, and thus an abuse of discretion. *In re Marriage of James*, 79 Wn. App. 436, 440, 903 P.2d 470 (1995); *In re Marriage of Crosetto*, 82 Wn. App. 545, 560, 918 P.2d 954 (1996).

Third, the nominal Appellee’s complaint that this case required “five separate hearings to secure a finding of contempt” actually demonstrates the weakness of her claims. She initiated

contempt proceedings to enforce a foreign judgment without first seeking any alternative remedies at law, such as by supplemental proceedings, or demand and garnishment. It is not the Appellant's fault that the law allows him the right to seek representation of counsel at public expense⁹, which typically involves 2 or 3 continuances for that reason alone. The Appellant should not be penalized because contempt proceedings, chosen by the Appellee, are more lengthy or time-intensive than, say, garnishments or supplemental proceedings. This also begs the question: If the Appellant cannot afford his own attorney, why he should be required to pay for the Appellee's attorney?

In addition, as the court commissioner rightly found, and the trial judge erred, the nominal Appellee is not entitled to attorney fees for answering the Appellant's discovery requests or for defending the Appellant's motion to vacate and dismiss. Here, the nominal Appellee was not "enforcing" a judgment or support order. She did not obtain a new judgment. Rather, she was defending the availability of specific remedies, which she chose to pursue.

Fourth, if this court does find that somebody was entitled to an award of attorney fees (it isn't clear from the record who, if anyone, would be entitled), the amount awarded by the trial judge is outrageous and shocking to the conscience. Several billing entries in the fee statement show contact with the collection agency, not with the named Appellee. If the nominal Appellee is entitled to an award

⁹ The undersigned initially represented the Appellant by public appointment through the Pierce County Department of Assigned Counsel from 4/25/08 to 6/5/08, but was thereafter retained privately by the Appellant and his family.

of attorney fees, she should be entitled to award for the contact the counsel of record had with her, not with the collection agency, which is allegedly not a party.

The commissioner was correct to reduce the overall award of attorney fees for reasons relating to the difficulty of the issues and the reasonableness of the nominal Appellee's original fee request. The nominal Appellee chose her method of enforcement because she wanted a particular equitable remedy. That method necessarily involved additional legal time, because the Appellant's due process rights were implicated, and regardless of the Appellant's liability for the debt. In addition, the Petitioner engaged in her own discovery for reasons unrelated to her motion for contempt. The attorney fee statute authorizes attorney fees for actual enforcement purposes only, not as a blank check to allow an obligee parent to explore and later select the enforcement device that she likes best.

APPELLANT SHOULD BE AWARDED ATTORNEY FEES FOR THIS APPEAL

Pursuant to RAP 18.1, the Appellant requests an award of attorney fees for this appeal. This action is "frivolous and advanced without reasonable cause" RCW 4.84.185. Ms. Mammen, the nominal Appellee, is prevented by her own contract with Amerikids from filing this action. Amerikids, the "real party in interest," is not entitled to the remedies sought under UIFSA.

Nothing in this statute requires a court to find that the action was brought in bad faith or for purposes of delay or harassment. *Highland Sch. Dist. No. 203 v. Racy*, 149 Wn. App. 307, ¶7 (Div III 2009). As above, Amerikids and Ms. Mammen each had "unclean

hands” by bringing this action in contravention of their own contract. Both have other lawful remedies available to them, which they chose not to exercise for their own reasons,¹⁰ all to the considerable damage and distress of the Appellant.

Neither is the fact that these parties prevailed below determinative of the question whether this action should have been filed in the first place. *Racy, supra*. This action is unlawful, frivolous and advanced without reasonable cause, and the Appellant is entitled to an award of reasonable attorney fees therefore.

CONCLUSION

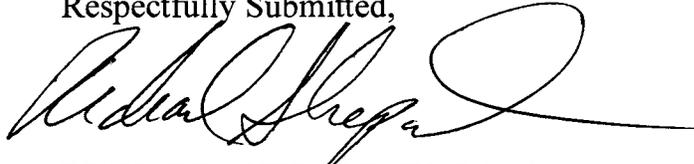
The public policy reasons for allowing equitable remedies in child support cases do not apply or are overcome where, as here, an unregistered foreign corporation stands to profit from the action regardless whether the child or obligee parent recovers anything. Here, if the costs of litigation exceed the recovery, the obligee parent will wind up owing the collection agency money instead of the other way around.

Washington has a state agency dedicated to the enforcement support orders on the obligee parent’s behalf, and at no risk whatsoever to the parent. Washington has no oversight apparatus for foreign corporation collection agencies who seek equitable remedies in the collection of debts, or specific remedies for overreaching by such entities, whether for child support or otherwise. Accordingly,

¹⁰ Amerikids could easily have continued with its original action under UEFJA, or could have released Ms. Mammen to pursue a UIFSA action by herself. Instead, Amerikids tried to shortcut the law for its own material benefit, and Ms. Mammen willingly complied.

this action should be remanded to the trial court with orders that it be dismissed and the Appellant should be awarded his reasonable attorney fees.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Richard Shepard". The signature is fluid and cursive, with a large loop at the end.

RICHARD SHEPARD, WSBA #16194
Attorney for the Appellant

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DIVISION II

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STATE OF WASHINGTON
BY cm
DEPUTY

IN THE COURT OF APPEALS - DIVISION
TWO OF THE STATE OF WASHINGTON

In Re the Marriage of:

SUSAN MAMMEN,

Petitioner/Appellee

and

KAY LEWIS,

Respondent/Appellant

Case No: 39346-8-II

CERTIFICATE OF DELIVERY

The undersigned certifies under penalty of perjury under the laws of the State of Washington that on this date she delivered via ABC Legal Messengers the following document(s):

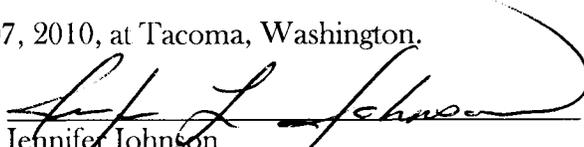
“CORRECTED” APPELLANT’S OPENING BRIEF

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CERTIFICATE OF DELIVERY
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