No. 104125-0

SUPREME COURT
OF THE STATE OF WASHINGTON

In re the Marriage of:

LARA B. SEEFELDT,

Respondent,

v.

ALBERT W. COBURN,

Petitioner.

ANSWER TO PETITION FOR REVIEW

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I. INTRODUCTION

This Court should deny review of the unpublished Court of Appeals decision affirming the trial court's fact-based discretionary order holding petitioner Albert Coburn in contempt of the parties' child support order for his violation of the provision requiring him to pay his proportionate share of their daughter's private school tuition. There are no grounds warranting review of the court's decision under RAP 13.4. The court's unpublished decision does not conflict with any published appellate court decisions in this State, does not raise a significant question of constitutional law, and does not raise any issue of substantial public interest. This Court therefore should deny review and award respondent Lara Seefeldt her fees incurred in answering this petition. RAP 18.1(j).

II. RESTATEMENT OF CASE

A. Pursuant to their child support order, the parents paid their proportionate share of private school tuition for their daughter, who has autism, during elementary school.

Respondent Lara Seefeldt and appellant Albert Coburn are the parents of an 11-year-old daughter who was diagnosed with autism in 2014. (CP 15) The parties' agreed parenting plan, entered in March 2018, designated Seefeldt as primary residential parent and granted her sole decision-making. (CP 15) The parties' agreed child support order required the parties to pay education expenses for their daughter in proportion to their income, which is 70.2% for Coburn and 29.8% for Seefeldt. (CP 42, 45) Although Seefeldt was granted sole decision-making on child-related issues, including education, the parenting plan provided that disputes over "new" educational services requiring Coburn to provide a financial contribution over a threshold amount were "subject to

arbitration if the father gives written notice of objection within 1 week of receiving notice." (*See* CP 24)

While daughter was in elementary school, Seefeldt gave notice of her intent to enroll the daughter at Academy for Precision Learning ("APL"), a private school, to continue the daughter's elementary education. As Coburn did not seek to arbitrate this issue as allowed under the parenting plan, the parties paid their proportionate share of the daughter's tuition at APL pursuant to the terms of the child support order. (*See* CP 15-17)

B. The trial court ruled that if mother chose to enroll daughter in private school for middle school, father could challenge his obligation to pay his proportionate share of tuition if he requested arbitration no later than May 1, 2023.

Despite previously contributing towards daughter's tuition at APL, Coburn opposed paying his proportionate share of the daughter's tuition for the daughter's final year in elementary school and requested arbitration. (*See* CP 16-17) King County Superior Court Judge Janet Helson ("the

trial court") denied Coburn's demand for arbitration on April 21, 2022, finding that Coburn's previous acquiescence to daughter's attendance at APL allowed her to continue at APL through elementary school because APL was not a "new" service "subject to arbitration." (CP 25)

The trial court however ruled that if Seefeldt proposed to enroll daughter in APL for middle school, starting in the 2023-2024 academic year, it would be a "new" service and Coburn retained the right to object under the terms of their parenting plan, which provided that such disputes "will be subject to arbitration if the father gives written notice of objection with 1 week of receiving notice." (*See* CP 24-25)

Anticipating there would be a dispute over Coburn's contribution to tuition if Seefeldt chose to enroll daughter at APL for middle school, the trial court clarified the provision in the parenting plan requiring such disputes be "subject to arbitration" by establishing a procedure for

dispute resolution. The trial court ordered that if Seefeldt proposes that daughter attend APL or another private school for middle school *and* requests Coburn to share in the expense, "and the father/respondent does not agree, he may request arbitration of the issue." (CP 25)

To "ensure that the issue of 6th grade enrollment is resolved well in advance of the school year," the trial court imposed specific deadlines on the parties. (CP 25) Seefeldt was required to notify Coburn "by no later than April 1, 2023 what her proposal is for [daughter]'s 6th grade school attendance and whether she is requesting that the father pay a portion of tuition." (CP 25) "Rather than requiring the father to object in one week," as provided in the parenting plan, the trial court required Coburn, by no later than May 1, 2023, to "either confirm his agreement or invoke arbitration. If the father fails to invoke arbitration by May 1, 2023, the mother's school proposal (including

the sharing of expense) shall be deemed to be ratified for the period of 6th to 8th grade." (CP 25)

C. After mother gave father notice of her intent to enroll the daughter in private school for middle school, he did not seek arbitration.

On March 29, 2023, Seefeldt gave Coburn written notice of her intent to enroll daughter at APL for middle school and requested he pay his proportionate share of the cost under the child support order. (CP 18, 52) Coburn responded within hours by email: "I don't have the money. Can't afford [to] live." (CP 52) Coburn did not, and never did, "request arbitration of the issue" as required by the April 2022 order if he wished to arbitrate his objection to daughter attending APL and his obligation to pay tuition. (CP 18, 214)

Despite the April 2022 order providing Coburn with a month, until May 1, 2023, to request arbitration to allow him "time to research and consider the alternatives" (CP 25), Coburn proposed no alternatives to daughter

attending APL before the deadline for him to request arbitration expired. (CP 18, 214) As Coburn did not request arbitration by May 1, 2023, under the terms of the April 2022 order, "the mother's school proposal (including the sharing of expense) shall be deemed to be ratified for the period of 6th to 8th grade." (CP 18, 25, 214) Further, as Coburn had never sought to modify or adjust child support, his proportionate share of tuition under the child support order remained at 70.2%. (*See* CP 18, 45)

Seefeldt accordingly enrolled daughter at APL and asked Coburn to sign the enrollment contract and pay his proportionate share (70.2%) of the $30,000 tuition. (CP 18, 214) Coburn refused to do either. (CP 18-19, 214)

D. Because he did not seek arbitration, father acknowledged that his proportionate share of daughter's private school tuition for middle school was a "court ordered child support expense."

Coburn knew his failure to request arbitration by May 1, 2023 obligated him to pay his proportionate share

of daughter's tuition under the child support order because on May 4—three days after the May 1 deadline passed—Coburn advised the school that while he did not agree with his daughter attending APL, tuition was a "court ordered child support expense." (CP 219) As the Division of Child Support Services (DCS) was enforcing his monthly child support obligation through wage garnishment, Coburn advised the school that it was his "expectation . . . that from now on APL tuition is deducted using wage garnishment, as originally requested by DCS and required by Superior Court order." (CP 219) In a later email to the school on September 13, Coburn acknowledged that he was "responsible for covering over 70% of the associated expense" for the parties' daughter to attend APL. (CP 98)

In addition, on May 22, 2023, Coburn contacted DCS asking it to "indicate the status of DCS taking over enforcement of this support payment (APL private school) that was a result of court order for [daughter] to attend."

(CP 206) DCS advised Coburn that it had "no authority to enforce/collect tuition expenses at this time. In order [for] DCS to collect tuition expenses, it must be clearly address[ed] in the court order." (CP 205) When Seefeldt sought clarification from DCS, it informed her that in "order for DCS to collect tuition/education expenses there needs to be a sum certain amount listed in the court order rather than a proportional share. Another option to pursue collection of these expenses would be obtaining a judgment in court." (CP 58)

E. After failing to pay his proportionate share of daughter's tuition, the trial court held father in contempt.

Despite recognizing that his obligation to contribute to payment of daughter's tuition was a "court ordered child support expense" (CP 219) and being notified that DCS was not collecting his share of the tuition expense from his wages (CP 205), Coburn paid nothing towards his proportionate share of tuition. (CP 18-19, 214)

On January 9, 2024, Seefeldt filed a motion for an order holding Coburn in contempt for refusing to pay his proportionate share of tuition under the parties' child support order. (CP 11-14) To ensure daughter could continue at APL without interruption, Seefeldt was forced to obtain a loan from family to pay Coburn's share of tuition. (CP 18, 63)

The trial court found Coburn failed to follow the "very specific process" it laid out in its April 2022 order to invoke arbitration if he wished to object. (*See* RP 9-10) Despite Coburn's protests against contributing to the daughter's tuition in response to mother's motion for contempt, the trial court stated it had "to conclude that at some level [Coburn] intentionally decided to do this and put [himself] in this situation" because it was "aware from all of [Coburn's] multiple filings that [he is] more than capable of filing for arbitration" and could not "understand

why [he] did not do something to object." (RP 9-10; *see also* RP 18)

The trial court thus found, having failed to request arbitration, "as was father's right per the April 21, 2022 order," Seefeldt's school choice, "including the sharing of expenses," was "ratified" for daughter's middle school. (CP 241; *see also* RP 18) Accordingly, Coburn was obligated under the child support order to pay his proportionate share of daughter's education expenses, including tuition at APL. (*See* CP 42, 239, 241)

The trial court rejected Coburn's argument that he was not in contempt because DCS should have garnished his wages to pay the tuition expense. The trial court noted that while DCS is enforcing his "basic child support" obligation, it is "fairly normal for expenses," such as tuition, "to be paid directly" either to the provider or other parent. (*See* RP 16; *see also* CP 42) The trial court also stated that it did not believe that DCS will garnish wages

for tuition unless it is included "within basic child support." (RP 17) In fact, as DCS had explained to Seefeldt, it could not garnish wages to collect tuition expenses unless "a sum certain amount [is] listed in the court order rather than a proportional share." (CP 58)

The trial court noted the only relevant "defense to a finding of contempt" was for Coburn to "show that you do not have the ability to pay" (RP 18), but found Coburn presented no evidence that he lacked the ability to pay daughter's education expenses. (*See* RP 10-11, 19) The trial court stated that had Coburn "provided that information instead of making a number of frivolous arguments about appeals and other issues that have already been resolved, I might well find that you're not in contempt." (RP 19)

On March 4, 2024, the trial court entered its order holding Coburn in contempt based on its finding that violated the child support order by failing to "pay for the child's education expenses (private school tuition for 2023-

2024 school year).” (CP 239) The trial court noted that because the child support order, which was entered six years earlier, had never been adjusted or modified, either party could petition to modify the child support order, which “may change each party’s proportionate share of private school tuition going forward.” (CP 241)

The trial court ordered Coburn to pay the back support of $16,848 owed for his proportionate share of tuition to Seefeldt, and make future payment directly to the school. (CP 241) The trial court awarded Seefeldt attorney fees of $4,022 and ordered Coburn to pay a civil penalty of $100. (CP 240)

F. In an unpublished opinion, the Court of Appeals affirmed the order finding father in contempt.

Coburn appealed from the contempt order. On March 10, 2025, Division One of the Court of Appeals affirmed the contempt order in an unpublished decision and awarded Seefeldt fees on appeal under RCW 26.18.160

and RCW 7.21.030(3), as the prevailing party in a contempt action.

III. GROUNDS FOR DENYING REVIEW

Petitioner fails to present any grounds warranting review of the Court of Appeals unpublished decision affirming the trial court's contempt order under RAP 13.4(b). Even if he had, review is not warranted under RAP 13.4(b) because the court's decision affirming the trial court's fact-based discretionary decision holding Coburn in contempt does not conflict with any published appellate court decisions, does not raise a significant question of law under the constitution, and does not raise an issue of substantial public interest. RAP 13.4(b).

This Court should deny review and award Seefeldt fees for answering this petition.

A. The Court of Appeals decision is consistent with decisional law holding that it is the alleged contemnor's burden to prove the defense of inability to comply.

In its unpublished decision, the Court of Appeals accurately set forth the standard of review for orders finding a parent in contempt of a child support order: "If a parent fails to comply with a child support order, then a court may hold that parent in contempt. *Marriage of Didier*, 134 Wn. App. 490, 500, ¶20, 140 P.3d 607 (2006), *rev. denied*, 160 Wn.2d 1012 (2007). Whether contempt is warranted in a particular case is a matter within the sound discretion of the trial court; unless that discretion is abused, it should not be disturbed on appeal. *Moreman v. Butcher*, 126 Wn.2d 36, 40, 891 P.2d 725 (1995) (quoting *King v. Department of Social and Health Services,* 110 Wn.2d 793, 798, 756 P.2d 1303 (1988)). An abuse of discretion is present only if there is a clear showing that the exercise of discretion was manifestly unreasonable, based on untenable grounds, or based on untenable reasons.

Moreman, 126 Wn.2d at 40." (Op. 5, internal quotations omitted)

The Court of Appeals decision affirming the trial court's contempt order here is wholly consistent with these decisions and does not warrant review by this Court. Coburn nevertheless complains that in affirming the trial court, the court did not "address whether compliance with the private school support order was within [his] financial means." (Pet. 15-17) However, as the court accurately noted, an "obligor claiming an inability to comply with an existing support order must specifically provide evidence showing 'due diligence in seeking employment, in conserving assets' and otherwise attempting to meet their obligations." (Op. 7, *citing* RCW 26.18.050(4)) In other words, the obligor bears "the burden of production and the burden of persuasion regarding any claimed inability to comply with a court order." (Op. 7, *citing Moreman,* 126 Wn.2d at 40) Further, the evidence offered to prove an

inability to comply with a court order "must be of a kind the court finds credible." (Op. 7, *citing Moreman,* 126 Wn.2d at 40-41)

While the Court of Appeals acknowledged that the trial court "expressed some concern about the affordability of the tuition for the parents," the court recognized that Coburn failed to provide the trial court with an "evidentiary basis to conclude that Coburn was unable to comply with the child support order." (Op. 8) As the court noted, Coburn had not provided any of the financial documents required by local rule, "such as financial declaration, tax documents, pay stubs, and/or bank statements," that would have allowed the trial court "to evaluate his ability to pay." (Op. 8, citing King County Local Family Law Rule 10(b))

Because Coburn provided only a "single pay stub for one two-week period in December 2023" and a self-created spreadsheet "with entries for 'Net Pay' earnings and

'Support Payments' between January 2021 and December 2022" without providing "sufficient underlying documents that would substantiate" his claimed inability to comply with the support order, the Court of Appeals properly held the trial court did not abuse its discretion in holding Coburn in contempt. (Op. 8)

The Court of Appeals decision affirming the contempt order does not conflict with *Britannia Holdings Ltd. v. Greer*, 127 Wn. App. 926, 113 P.3d 1041 (2005), *rev. denied*, 156 Wn.2d 1032 (2006) (Petition 16), in which the court affirmed a finding that appellants "were contumacious" but nevertheless reversed the contempt order as "impermissibly penal" because it ordered appellants incarcerated even though there was no showing that appellants had the ability to purge their contempt by paying the sums owed to respondent. 127 Wn. App. at 934, ¶17. In reversing, the court held "[c]oercive incarceration loses its coercive character and becomes punitive where the

contemnor cannot purge the contempt." *Britannia Holdings,* 127 Wn. App. at 933, ¶15.

The Court of Appeals decision here affirming the trial court's conclusion that Coburn was in contempt of the child support order does not conflict with *Britannia Holdings*. Unlike in that case, the trial court did not order Coburn incarcerated if he failed to pay the back support he owed for his proportionate share of the daughter's private school tuition. As the grounds for reversing the contempt order in *Britannia Holdings* are not present here, the court's decision is not in conflict.

The Court of Appeals decision also does not conflict with *Marriage of James*, 79 Wn. App. 436, 441, 903 P.2d 470 (1995), which reversed an order holding a father in contempt of a parenting plan because it "did not contain specific findings of bad faith, intentional misconduct or prior unavailing sanctions." (Petition 16-17) *James* is inapt because it deals with provisions under RCW 26.09.160,

governing the necessary findings for an order in "a contempt action to coerce a parent to comply with an order establishing residential provisions for a child." 79 Wn. App. at 440-41 (*citing RCW* 26.09.160(2)(b))

Here, the contempt action was not to coerce Coburn's compliance with residential provisions of a court order, therefore RCW 26.09.160 does not apply. Instead, RCW 26.18.050 and RCW 7.21.010 control in this action for contempt of a child support order. RCW 26.18.050 does not require any specific findings of "bad faith" before a parent can be found in contempt of a child support order. Instead, a parent is properly held in contempt if the trial court finds that they intentionally disobeyed a lawful order of the court. *See* RCW 7.21.010(1)(b); *see Didier,* 134 Wn. App. at 500, ¶21.

As the trial court found Coburn's failure comply with the child support order's provision requiring him to pay his proportionate share of the daughter's education expenses

was "intentional," it properly held Coburn in contempt. (CP 239-40) Review of the Court of Appeals decision is not warranted.

B. The Court of Appeals decision does not conflict with decisional and statutory law that provide that special child rearing expenses, such as tuition, must be reasonable and necessary.

Review of the Court of Appeals unpublished decision is not warranted based on Coburn's complaint that the court "dismisse[d] the relevance of private school efficacy." (Petition 17-20) The court properly declined to address "Coburn's claims regarding the efficacy and appropriateness of APL's educational services" for the daughter as "those arguments are not relevant to any issue related to the contempt order before us on appeal." (Op. 6-7, n. 4)

Seefeldt has sole decision-making over education decisions for daughter. (CP 15) Seefeldt was thus entitled to enroll daughter at APL regardless of Coburn's objection.

The only issue was Coburn's financial responsibility, which he waived by failing to timely invoke arbitration. (*See* RP 18)

As the Court of Appeals noted, the April 2022 order "set forth the specific deadlines and requirements to resolve any dispute" regarding the daughter's enrollment at APL for middle school and the parents' financial responsibility. (Op. 6) Because "Coburn was aware of how to request arbitration, having filed a motion to arbitrate the previous year," the court properly held "[s]ubstantial evidence supports the trial court's finding that Coburn waived arbitration of middle school enrollment and his obligation to pay his proportional share of tuition." (Op. 6-7, *citing Marriage of Rideout*, 150 Wn.2d 337, 351-52, 77 P.3d 1174 (2003))

The Court of Appeals decision does not conflict with *Mattson v. Mattson*, 95 Wn. App. 592, 599, 976 P.2d 157 (1999) and RCW 26.19.080(4), both of which provide that

before a court enforces a parents' obligation to pay "special child rearing expenses, such as tuition," which are "in excess of the [parents'] basic child support obligation," the court must determine the expenses are "necessary and reasonable." (Petition 20) But whether tuition at APL was a "necessary and reasonable expense" was an issue that was to be addressed in arbitration—*if* timely invoked. (*See* CP 23-25; RP 17-18) Having failed to timely invoke arbitration, per the terms of the April 2022 order, the daughter's attendance at APL for middle school was ratified, as well as Coburn's obligation under the provision in the child support order that requires him to pay his proportionate share of education expenses. (*See* CP 25, 42, 241)

As the only issue before the Court of Appeals was whether Coburn was in contempt of the child support order, the court did not have to address whether there was "substantial proof that the private school offered services

that public school could not offer." (Petition 18) Review of the Court of Appeals decision is not warranted.

C. The Court of Appeals decision did not narrow DCS enforcement to medical and child care expenses only.

Review of the Court of Appeals unpublished decision is not warranted based on Coburn's false assertion that he "was held in contempt for DCS's refusal to enforce tuition." (Petition 22-24) As the Court of Appeals properly noted, "Coburn's obligation under the child support order was unaffected by whether or not DCS agreed to collect Coburn's share of tuition expenses." (Op. 9) Coburn has an obligation under the child support order regardless of how it is collected. (*See* CP 42)

The Court of Appeals decision did not "narrow[ ] DCS enforcement to medical and childcare expenses only." (Petition 23) When a child support order does not establish a fixed dollar amount for a parent's support obligation towards certain expenses for a child, DCS may facilitate

enforcement of the child support order by issuing a notice of support to establish a "fixed dollar amount of current and future support obligation that should be paid or the fixed dollar amount of the support debt owed under the support order, or both." *See* RCW 26.23.110. However, DCS will not issue a notice of support for "nonmedical expenses *other than* daycare or child care expenses." (*See* Op. 9); WAC 388-14A-3302(5) (emphasis added).

It is statutes and regulations that control DCS's authority to enforce and collect child support, not case law. *See* RCW 26.23.045 (identifying "support enforcement services" provided by DCS); WAC 388-14A-1030 (identifying "services provided by the division of child support"). Therefore, review is not warranted for this Court to rule that "DCS has authority over all child support listed in the order unless a trial judge provides a substantial legal basis for an exception." (Petition 23-24)

If DCS declines to pursue enforcement of nonmedical expenses, "[e]ither party may file an action in court to . . . [m]ake a claim for reimbursement of any other child rearing expenses" or "[s]eek any other kind of relief against the other party." WAC 388-14A-3311(4)(b), (c). That is exactly what Seefeldt did here. Once DCS advised both Seefeldt and Coburn that it was not enforcing Coburn's obligation to pay his proportionate share of education expenses by garnishing his wages (CP 58, 205), Seefeldt properly filed her motion for contempt in the superior court to obtain a judgment for his past due obligation and compel payment from Coburn for his current and future obligations. (*See* CP 11-14) Review of the Court of Appeals decision is not warranted.

D. Review of the Court of Appeals decision is not warranted based on issues unrelated to its decision to affirm the contempt order.

The other issues raised by Coburn in his petition do not warrant review of the Court of Appeals unpublished

decision because they are unrelated to its decision affirming the order holding Coburn in contempt for his failure to pay his proportionate share of the daughter's private school tuition. For instance, whether Coburn signed the enrollment contract for the daughter to attend APL for middle school (Petition 20-21) has no bearing on whether he was in contempt of the child support order. As the court stated, "the trial court neither found him in contempt for failing to sign the APL enrollment contract nor ordered him to sign that document." (Op. 4, n. 3)

Similarly, whether Seefeldt paid Coburn's proportionate share of the daughter's private school tuition (Petition 22) is irrelevant to the Court of Appeals decision affirming the trial court's conclusion that Coburn was in contempt of the child support order. The only relevance of this issue to the contempt order is that the trial court ordered Coburn to pay the back support owed to Seefeldt, rather than directly to the school. (CP 241) However,

among Coburn's many assignments of error to the contempt order, to whom he should pay back support was not one of them. Therefore, whether Seefeldt's assertion that she paid Coburn's proportionate share of tuition is "hearsay" and "should have been excluded" (Petition 22) is not a basis for this Court to grant review of the Court of Appeals decision.

E. This Court should award mother fees for answering this petition.

The Court of Appeals awarded attorney fees to Seefeldt pursuant to RCW 26.18.160 and RCW 7.21.030, as the prevailing party in a contempt action to enforce a child support order. (Op. 10) This Court should likewise award Seefeldt fees for having to respond to this petition on the same statutory grounds. RAP 18.1(j).

IV. CONCLUSION

This Court should deny review and award attorney fees to Seefeldt.

I certify that this answer is in 14-point Georgia font and contains 4,344 words, in compliance with the Rules of Appellate Procedure. RAP 18.17(b).

Dated this 10th day of June, 2025.

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DECLARATION OF SERVICE

The undersigned declares under penalty of perjury, under the laws of the State of Washington, that the following is true and correct:

That on June 10, 2025, I arranged for service of the foregoing Answer to Petition for Review, to the court and to the parties to this action as follows:

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DATED at Everett, Washington this 10th day of June, 2025.

/s/ Victoria K. Vigoren
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SMITH GOODFRIEND, PS

June 10, 2025 - 1:21 PM

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