

**FILED: June 26, 2013**

IN THE COURT OF APPEALS OF THE STATE OF OREGON

In the Matter of the Marriage of

CARRIE EMMA BALDWIN,  
nka Carrie Emma Lewis,  
Petitioner below,

and

STATE OF OREGON,  
acting by and through the Division of Child Support,  
Petitioner-Respondent,

and

RUSSELL LAVERGNE BALDWIN,  
Respondent-Appellant.

Lincoln County Circuit Court  
025611

A149479

Thomas McHill, Judge.

Argued and submitted on March 15, 2013.

Russell L. Baldwin argued the cause and filed the briefs *pro se*.

Patrick M. Ebbett, Senior Assistant Attorney General, argued the cause for respondent. With him on the brief were Ellen F. Rosenblum, Attorney General, and Anna M. Joyce, Solicitor General.

Before Armstrong, Presiding Judge, and Nakamoto, Judge, and Egan, Judge.

EGAN, J.

Judgments affirmed.

1 EGAN, J.

2 Father appeals two supplemental judgments, assigning error to the trial  
3 court's denial of his motions seeking to compel entry of proof in the trial court record that  
4 he had satisfied a child-support judgment. Father contends that the trial court  
5 administrator was obligated under ORS 18.235(9) and (10) to enter proof in the record  
6 that he had satisfied his support payments through June 2011 and that it was error for the  
7 trial court to conclude otherwise. He also contends that the Division of Child Support  
8 (DCS) was required under both ORS 18.232 and ORS 18.228 to submit proof to the trial  
9 court that he had satisfied his child-support payments. Finally, he also challenges the  
10 trial court's denial of his request for damages, costs, and attorney fees arising from the  
11 state's refusal to enter such proof in the court record. We affirm.

12 We recite the following undisputed facts consistently with the trial court's  
13 findings, which are supported by evidence in the record. *See Porter v. Griffin*, 245 Or  
14 App 178, 182, 262 P3d 1169 (2011) (an appellate court is bound by the trial court's  
15 findings of fact if there is any evidence in the record to support them). Father and mother  
16 divorced in 2003; the judgment of dissolution required father to pay mother \$600 in child  
17 support each month at least until the child turns 18 and possibly for longer if the child is  
18 enrolled in school past that age. DCS is responsible for collecting those payments from  
19 father and distributing them to mother.<sup>1</sup> Mother has not assigned any portion of the

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<sup>1</sup> Mother is not involved in the present litigation; the dispute is between father and the state. Father was required, by statute, to file the motions presently at issue in the same action in which the underlying 2003 dissolution judgment was entered. ORS

1 support payments to the State of Oregon. On several occasions, father fell behind on  
2 making his child support payments, such that DCS determined his account was in arrears.  
3 Father managed to bring his account current, however, and he made each of his monthly  
4 child support payments through June 30, 2011.

5           Several times after bringing his payments current, father sought to obtain  
6 proof from DCS that he had satisfied his payment obligations; he wanted DCS to forward  
7 documentation to the trial court showing that he had satisfied his support award judgment  
8 in order for that documentation to be entered in the court register and the judgment lien  
9 record. He made several requests by submitting proposed partial satisfaction documents  
10 to DCS along with signed statements indicating that he was, as of the specific times he  
11 filed each of the various requests, current on his payments. DCS refused to file the  
12 partial satisfaction documents submitted by father; it explained to father that the  
13 applicable statutes and administrative rules prohibited DCS from filing partial satisfaction  
14 documents with the court. After several of father's requests went unfulfilled by DCS,  
15 father filed a motion with the trial court that asked the court to declare that his judgment  
16 was partially satisfied. He additionally sought statutory damages and attorney fees from  
17 the state arising from the state's refusal to issue the proof of satisfaction he sought.

18           After a hearing on father's motion, the trial court issued a supplemental  
19 judgment in which it concluded that none of the applicable statutes or administrative  
20 rules required DCS to issue the partial satisfaction documents that father sought.

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18.235(2).

1 Accordingly, despite its finding that father had fully paid his support obligations through  
2 June 30, 2011, the trial court denied father's motion with respect to both his request for an  
3 entry of partial satisfaction in the court records and for an award of damages and attorney  
4 fees.<sup>2</sup> After that first supplemental judgment was entered, father filed two requests  
5 directed to the trial court administrator. Those requests asked the administrator to "note  
6 in the register and in the judgment lien record \* \* \* that the money award is paid in full  
7 through June 30, 2011." The court administrator refused to comply, citing the trial court's  
8 first supplemental judgment. Father then filed a motion for supplemental relief in which  
9 he sought a court order to compel the court administrator to provide father's requested  
10 relief. The trial court denied that motion in a second supplemental judgment. Father  
11 timely appealed both supplemental judgments.

12           Because resolution of this appeal turns on Oregon's satisfaction of judgment  
13 statutes, we first offer an overview of the pertinent statutes. As relevant to this appeal,  
14 Oregon's statutory scheme for satisfaction of money awards consists of four statutes,  
15 which together provide several ways for a judgment debtor to get proof entered into the  
16 court records that a debt has been satisfied.<sup>3</sup> The foundational statute is ORS 18.225,

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<sup>2</sup> On appeal, father asks that we find his support obligations to have been paid in full through June 30, 2012. This opinion only concerns father's payments through June 30, 2011.

<sup>3</sup> All four of the statutes that we discuss went into effect on January 1, 2004, a date subsequent to the 2003 dissolution judgment creating the support award in this case. Nonetheless, those statutes apply to judgments entered before the effective date of the legislation, such as the underlying dissolution judgment at issue. Or Laws 2003, ch 576, § 45(5), (8) - (10).

1 under which a judgment debtor may obtain a satisfaction document directly from a  
2 judgment creditor. That statute provides that "[a] satisfaction document may be for full  
3 or partial satisfaction of a money award."<sup>4</sup> The satisfaction document must be signed by  
4 the judgment creditor or the creditor's attorney, and the signature must be witnessed by a  
5 notary public. ORS 18.225(1). ORS 18.225(3) makes the creditor's compliance with the  
6 judgment debtor's request mandatory: "Upon request by a judgment debtor \* \* \*, a  
7 judgment creditor must provide to the judgment debtor a satisfaction document for all  
8 amounts credited against a money award as of the date that the satisfaction document is  
9 signed." Once a judgment debtor has obtained the signed satisfaction document, the  
10 debtor may file it directly with the court administrator for entry into the register and the  
11 judgment lien record. ORS 18.225(4).

12 Different statutory procedures are triggered, however, where a judgment  
13 debtor makes payments to DCS rather than directly to the judgment creditor.<sup>5</sup> In that  
14 case, a satisfaction document "may be filed with the court administrator only as provided  
15 in ORS 18.228." ORS 18.225(6). ORS 18.228 provides, in part:

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<sup>4</sup> This sentence highlights a crucial--yet potentially confusing--distinction in the terminology of judgment law. The term "satisfaction" is often used to refer to both the actual payment of money owing on a judgment and to the recording of proof of such payment in the court record. *Judgments*, 47 Am Jur 2d 382 § 804 (2006). In this opinion, we use the term "proof of satisfaction" where we intend to refer to the court record entry that indicates a judgment has been "satisfied"--*i.e.*, paid.

<sup>5</sup> The relevant statutes all specifically refer to situations where support payments are made to the Department of Justice, not DCS. DCS is a division of the Department of Justice, ORS 25.080(1)(a); we refer to DCS rather than the Department of Justice for clarity's sake.

1           "(1) If a support award is paid to the Department of Justice, the  
2 judgment creditor may receive credit for satisfaction of the judgment only  
3 in the manner provided by this section. The department may provide  
4 judgment creditors with forms and instructions for satisfaction of support  
5 awards under this section.

6           "(2) Any satisfaction document for a support award described in  
7 subsection (1) of this section must be mailed to or delivered to the  
8 Department of Justice, and not to the court administrator. The department  
9 shall credit the amounts reflected in the satisfaction document to the  
10 support award pay records maintained by the department. Except as  
11 provided in subsection (3) of this section [pertaining to support awards  
12 assigned to the state], the department shall not credit amounts against the  
13 support award pay records to the extent that the judgment is assigned or  
14 subrogated to this or another state. The Department of Justice shall  
15 thereafter promptly forward the satisfaction document to the court  
16 administrator for the court in which the money award was entered, together  
17 with a certificate from the department stating the amounts reflected as paid  
18 in the support award pay records maintained by the department. The court  
19 administrator shall note in the register as paid only the amount stated in the  
20 certificate, and not the amount shown on the satisfaction document."

21           The statute thus provides a mandatory process that is invoked when a  
22 debtor makes support payments through DCS. Under that process, DCS must first  
23 examine and verify any proposed satisfaction document before submitting that document,  
24 along with a certificate, to the court administrator.

25           The third relevant statute is ORS 18.232, which provides that "[i]n addition  
26 to or in lieu of the certificate and satisfaction document provided for in ORS 18.228,  
27 [DCS] may execute and file a satisfaction document for a support award" if three  
28 conditions are met: (1) the judgment debtor provides a sworn affidavit indicating that the  
29 money award has been paid in full; (2) DCS certifies that it has a complete pay record for  
30 the payments; and (3) DCS certifies that there are no arrearages. ORS 18.232(1). DCS is  
31 required to give notice to the judgment creditor "[i]f a satisfaction document under this

1 section is for any payment made to [DCS] for amounts that have not been assigned by the  
2 judgment creditor to the state \* \* \*." ORS 18.232(4).

3           The fourth statute is ORS 18.235, which provides that "[a] judgment debtor  
4 \* \* \* may move the court for an order declaring that a money award has been satisfied or  
5 for a determination of the amount necessary to satisfy the money award, when the person  
6 making the motion cannot otherwise obtain a satisfaction document from a judgment  
7 creditor." ORS 18.235(1). If, after notice to all interested parties and a hearing on the  
8 matter, the court concludes that the movant is entitled to relief, "the court shall issue an  
9 order providing that the money award has been satisfied in full or, if the money award  
10 has not been satisfied in full, the specific amount that will satisfy the judgment on a  
11 specific date or within a period of time specified in the order." ORS 18.235(7).  
12 Following a trial court finding that the "money award has been satisfied," the trial court  
13 administrator "shall note in the register and in the judgment lien record that the money  
14 award has been satisfied in full."<sup>6</sup> ORS 18.235(9). Similarly, the statute requires that,  
15 "[u]pon request of the person making the motion, the court administrator shall issue a  
16 certificate indicating that the money award has been satisfied." ORS 18.235(10).

17           Broadly summarized, the statutory satisfaction scheme provides that a  
18 judgment debtor may ordinarily obtain a satisfaction document directly from a judgment  
19 creditor, who is required to provide such a document upon a debtor's request. ORS

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<sup>6</sup> The trial court administrator is also required to make such notes if the judgment debtor pays an amount specified by the court within a specified time. ORS 18.235(9). That provision is not relevant to this case.

1 18.225. If, however, payments on a support award are made to DCS and the debt has not  
2 been assigned to the state, the satisfaction document must first pass through DCS; the  
3 agency is obligated to process valid requests and issue a certificate to the trial court  
4 administrator for entry into the register. ORS 18.228. A debtor making support  
5 payments through DCS may additionally provide a sworn affidavit to the agency  
6 "indicating that the money award has been paid in full"; if the agency determines that  
7 there are no arrearages and that it has a complete pay record for the payments, it "may  
8 execute and file a satisfaction document." ORS 18.232. If a debtor "cannot otherwise  
9 obtain a satisfaction document from a judgment creditor," the debtor may turn to the  
10 courts for relief under ORS 18.235.

11           Against that statutory backdrop, we turn to father's assignments of error.  
12 Because the resolutions of the issues presented turn on questions of statutory  
13 interpretation, we review for legal error. *State v. Spainhower*, 251 Or App 25, 27, 283  
14 P3d 361 (2012). Father's first and second assignments of error concern the trial court's  
15 second supplemental judgment, in which the trial court refused to require the trial court  
16 administrator to note in the court register that father's support award had been paid in full.  
17 Father contends that, once the trial court found that he had satisfied his support payments  
18 through June 2011, ORS 18.235(9) compelled the trial court administrator to note in the  
19 register and in the judgment lien record that he had satisfied the judgment through that  
20 time. He further contends that ORS 18.235(10) required the trial court administrator to  
21 provide him with a certificate indicating that he was current on his payments through

1 June 2011.

2           The state responds by arguing that father was barred from requesting relief  
3 under ORS 18.235 because he did not demonstrate that he "[could not] otherwise obtain a  
4 satisfaction document from a judgment creditor." ORS 18.235(1). The state also argues  
5 that, because the trial court had found that father had not satisfied his judgment in full, he  
6 was not entitled to relief under ORS 18.235. Because we agree with the state's second  
7 argument, we do not address the points raised by its first.

8           ORS 18.235(9) provides, in part:

9           "If the court finds that the money award has been satisfied, or if the  
10 amount specified by the court is paid to the court administrator within the  
11 time specified by the court, the court administrator shall note in the register  
12 and in the judgment lien record that the money award has been satisfied in  
13 full."

14 Father argues that the trial court found that he had satisfied his money award in full,  
15 insofar as it found that he had fully paid all amounts that he owed through June 2011 in  
16 its first supplemental judgment. Therefore, father reasons, ORS 18.235(9) required the  
17 trial court administrator to enter proof of that partial satisfaction in the record. However,  
18 that argument overlooks the definition of "money award" provided in ORS 18.005(14):  
19 "[A] judgment or portion of a judgment that requires the payment of money." The  
20 portion of the underlying dissolution judgment that requires father to make support  
21 payments--the money award--has not been satisfied in full; support payments will  
22 continue to accrue at least until father's child turns eighteen. Moreover, ORS 18.235(9)  
23 only requires the trial court administrator to note in the register and the judgment lien

1 record that the "money award has been satisfied in full"; there is no other relevant action  
2 the administrator is required to take. It would be illogical to interpret the statute as  
3 requiring the trial court administrator to note that "the money award has been satisfied in  
4 full" after the trial court has previously found that the amounts owed on the money award  
5 have been paid only through June 2011. The trial court found that the "money award"  
6 father is required to pay had not been "satisfied" within the meaning of ORS 18.235, and  
7 he was therefore not entitled to have the trial court administrator enter proof that he had  
8 partially satisfied his judgment under that statute.<sup>7</sup>

9           Father's next assignments of error concern the trial court's first  
10 supplemental judgment, in which the trial court concluded that father was not entitled to  
11 entry of proof of partial satisfaction on any of the statutory theories that he had advanced.  
12 Father first argues that, contrary to the trial court's conclusion otherwise, ORS 18.232  
13 allows DCS to execute and file a satisfaction document when a judgment has been  
14 partially satisfied. As noted, a judgment debtor may apply to DCS for a satisfaction  
15 document under ORS 18.232 if three conditions are met. One of those conditions is that  
16 father provide a sworn affidavit to DCS "indicating that the money award has been paid  
17 in full." ORS 18.232(1)(a). While father did indeed provide a sworn statement to DCS

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<sup>7</sup> For the same reason, we reject father's arguments under ORS 18.235(10). That statute provides, in part, "Upon request of the person making the motion, the court administrator shall issue a certificate indicating that the money award has been satisfied." As discussed above, father's money award was not satisfied at the time that he moved for relief because his obligations to make payments accruing on the underlying judgment did not end in June 2011.

1 indicating that the money award was "paid in full" through June 30, 2011, father  
2 acknowledges that he has several years of payments left to make under the terms of the  
3 dissolution judgment. Despite this, father argues that, because the payments accrue  
4 monthly, each individual monthly payment constitutes an individual money award and  
5 that he has fully satisfied each of these through June 2011; as such, he reasons that DCS  
6 is compelled to process his request under ORS 18.232. Father's argument under this  
7 statute, however, encounters the same difficulty as his argument under ORS 18.235: A  
8 money award is defined as "a judgment or portion of a judgment that requires the  
9 payment of money." ORS 18.005(14). The portion of the dissolution judgment requiring  
10 father to make support payments--"the money award"--continued to be in effect past June  
11 2011 because the terms of the underlying judgment require him to make support  
12 payments at least until his child turns 18. The money award was not fully satisfied as of  
13 June 30, 2011.

14 In support of his argument that ORS 18.232 allows DCS to file partial  
15 satisfaction documents with the trial court, father also points to an administrative rule,  
16 OAR 137-055-5220. That rule defines how DCS "will credit 'satisfactions of support  
17 award[s]' in certain circumstances." Specifically, father points to text in the rule's  
18 preface, which provides, "This rule must not be construed as limiting the authority of  
19 DCS to approve or credit a satisfaction of support award in other lawful circumstances  
20 not specified in this rule."<sup>8</sup> That language, however, cannot trump the statutory

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<sup>8</sup> Father also contends that the trial court erred by concluding that only a judgment

1 requirement of ORS 18.232(1)(a) that a judgment debtor must provide a sworn affidavit  
2 "indicating that the money award has been paid in full." The money award in this case  
3 has not been paid in full, and DCS was therefore not required to act on father's requests  
4 under ORS 18.232.

5           Father next contends that the trial court erred by refusing to grant him relief  
6 under ORS 18.228. As noted, father submitted numerous requests directly to DCS for the  
7 purpose of having DCS send the trial court a certificate reflecting the fact that he had  
8 partially satisfied his judgment; DCS declined to issue the requested certification. The  
9 trial court concluded that DCS was not required to comply with father's request because  
10 only a judgment creditor may request a partial satisfaction document from DCS under  
11 ORS 18.228.

12           As noted, subsection (1) of that statute provides:

13           "If a support award is paid to [DCS], the judgment creditor may  
14 receive credit for satisfaction of the judgment only in the manner provided  
15 by this section. The department may provide judgment creditors with  
16 forms and instructions for satisfaction of support awards under this  
17 section."

18 ORS 18.228(1). The state cites that language in support of its argument that the trial  
19 court correctly concluded that only a judgment creditor may use the procedure of ORS  
20 18.228, stating, "ORS 18.228 explicitly only applies to judgment creditors. Accordingly,

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creditor may request a satisfaction document from DCS under ORS 18.232. The trial court's letter opinion did contain some confusing language on this point, but when that language is read in the context of the entire opinion, it is apparent that the trial court understood that the procedures of ORS 18.232 are designed for use by the judgment debtor--not the judgment creditor.

1 father cannot avail himself of the procedures under ORS 18.228. Because 18.228 does  
2 not apply to father, the trial court correctly denied him relief under that statute."  
3 (Footnote omitted.) Father argues that nothing in the statute prohibits a judgment debtor  
4 from seeking a partial satisfaction document from DCS. We attempt to discern the  
5 meaning of the statute under the methodology of *PGE v. Bureau of Labor and Industries*,  
6 317 Or 606, 610, 859 P2d 1143 (1993), as modified by *State v. Gaines*, 346 Or 160, 171-  
7 73, 206 P3d 1042 (2009). "To determine the intended meaning of the statute, we  
8 examine its text, in context, and, where appropriate, legislative history and relevant  
9 canons of construction." *Halperin v. Pitts*, 352 Or 482, 486, 287 P3d 1069 (2012).  
10 "[T]ext and context remain primary, and must be given primary weight in the analysis."  
11 *Gaines*, 346 Or at 171.

12           Regardless of whether the state is correct that ORS 18.228 permits only a  
13 judgment creditor to make the application to DCS for a satisfaction certificate, the statute  
14 only requires DCS to process "satisfaction document[s]." ORS 18.228(2) provides, in  
15 part:

16           "Any *satisfaction document* for a support award described in  
17 subsection (1) of this section must be mailed to or delivered to the  
18 Department of Justice, and not to the court administrator. The department  
19 shall credit the amounts reflected in the *satisfaction document* to the  
20 support award pay records maintained by the department."

21 (Emphasis added.) It is evident that the term "satisfaction document," as used in ORS  
22 18.228, takes on the meaning given to the term by ORS 18.225. As noted, that statute  
23 provides that, "[a] satisfaction document *must* be signed by the judgment creditor or by an

1 attorney who represents the judgment creditor. The signature of the judgment creditor or  
2 attorney signing a satisfaction document *must* be witnessed by a notary public."  
3 (Emphasis added.) The trial court found that "there is no evidence in the record that  
4 [mother] has refused or otherwise not provided an appropriate satisfaction of the  
5 judgment, partial or otherwise." Father does not challenge this finding on appeal and,  
6 moreover, acknowledges that the judgment creditor did not sign the documents he  
7 submitted to DCS. Because father's requests for proof of satisfaction did not conform  
8 with the statutory requirements for satisfaction documents provided in ORS 18.225, DCS  
9 was not required to process his unilateral requests for proof of satisfaction under ORS  
10 18.228.

11 In father's next assignment of error he contends that the trial court erred by  
12 denying his request for damages, costs, and attorney fees relating to the state's refusal to  
13 provide him with proof of satisfaction. Father argues that, because the state has refused  
14 to provide him with proof of satisfaction, the state has improperly refused to remove  
15 support arrearage liens that he maintains are encumbering his property. Father asserts  
16 that he is entitled to recover damages from the state for these liens under ORS 205.450 to  
17 205.470.

18 ORS 205.470 provides:

19 "Any person who knowingly files, or directs another to file, an  
20 invalid claim of encumbrance shall be liable to the owner of the property  
21 bound by the claim of encumbrance for a sum of not less than \$5,000 or for  
22 actual damages caused by the filing of the claim of encumbrance,  
23 whichever is greater, together with costs and reasonable attorney fees at  
24 trial and on appeal. Any grantee or other person purportedly benefited by

1 an invalid encumbrance that is filed who willfully refuses to release the  
2 invalid encumbrance upon request of the owner of the property affected  
3 shall be liable to the owner for the damages and costs and reasonable  
4 attorney fees at trial and on appeal provided in this section."

5 An "[e]ncumbrance" is defined as "a claim, lien, charge or liability attached to and  
6 binding property." ORS 205.450(1). An "[i]nvalid claim of encumbrance" is defined as  
7 "a claim of encumbrance that is not a valid claim of encumbrance." ORS 205.450(5). In  
8 turn, a "[v]alid claim of encumbrance" is defined, in part, as an encumbrance that is  
9 "authorized by statute." ORS 205.450(8).

10 The first sentence of ORS 205.470 contemplates liability against a "person  
11 who knowingly *files*, or directs another *to file*, an invalid claim of encumbrance."  
12 (Emphasis added.) The second sentence of the statute provides liability against a "person  
13 purportedly benefited by an invalid encumbrance *that is filed* who willfully refuses to  
14 release the invalid encumbrance upon request of the owner of the property." (Emphasis  
15 added.) The legislature did not use the word "file" unintentionally, for ORS 205.450(4)  
16 provides a definition of that term: "'Filing' includes filing or recording."

17 Father focuses on the second sentence of ORS 205.470, arguing that the  
18 state's refusal to issue him a proof of satisfaction had the effect of "refus[ing] to release"  
19 existing liens--*i.e.*, encumbrances--on his land that, he argues, arose by virtue of his  
20 failure to make timely child support payments. In its first supplemental judgment, the  
21 trial court stated that "the Court finds that any liens against the real property of [father]  
22 were noted in the court records as required by law." Given this finding, father points to  
23 no place in the court record, and we can find none, indicating that any encumbrance--

1 valid or otherwise--arising from a child support arrearage has been "filed or recorded"  
2 against his property prior to June 30, 2011.<sup>9</sup> ORS 205.470 contemplates liability only  
3 where, among other requirements, an invalid encumbrance has been filed; father has not  
4 demonstrated that any encumbrance was ever filed--or recorded--against his property for  
5 child support arrearages prior to June 30, 2011.

6           The trial court found that a judgment lien was created by virtue of the  
7 support award in the underlying dissolution judgment and that a search of the "title  
8 records" will reveal a judgment lien against father's real property. Father, however, does  
9 not argue that any lien created by the underlying dissolution judgment was an *invalid*  
10 encumbrance at the time it arose. Instead, he merely seeks damages for the state's refusal  
11 to release individual support arrearage liens arising prior to June 30, 2011; however, as  
12 noted, no support arrearage liens appear in the record before us, and father has not  
13 indicated where any such liens have been "filed or recorded." In the absence of an  
14 invalid encumbrance that has been filed or recorded, a party is not entitled to damages  
15 under either provision of ORS 205.470. The trial court therefore properly denied father's

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<sup>9</sup> A notation in the trial court record on the entry of the first supplemental judgment at issue in this case indicates that "Judgment Supplmtl Creates Lien." Father's brief cites this notation as an example of the support arrearage liens that the state refuses to release by issuing him a proof of satisfaction. While we are at a loss as to what that notation refers to--for nothing in the supplemental judgment itself seems to suggest the intent to create a lien--the entry date of the first supplemental judgment was August 30, 2011. This appeal concerns only any potential support payment arrearage liens through June 30, 2011; whatever lien effect the first supplemental judgment has is not properly before us.

1 request for damages, costs, and attorney fees under that statute.<sup>10</sup>

2           We have considered father's last assignment of error, which pertains to the  
3 trial court's denial of his request for damages arising from the state's response to his  
4 request for an admission during discovery, and reject it without discussion.

5           In conclusion, the trial court administrator was not required--under either  
6 ORS 18.235(9) or (10)--to enter proof that father had satisfied his money award in full,  
7 because the trial court had previously found that father had not paid his money award in  
8 full. Additionally, the trial court correctly concluded that father was not entitled to relief  
9 under ORS 18.232 for that same reason: The "money award" owed by him--as that term  
10 is defined in ORS 18.005(14)--had not been "satisfied in full." Under ORS 18.228, DCS  
11 is only required to process a "satisfaction document" as that term is defined in ORS  
12 18.225; the documents father submitted to DCS do not meet that statutory definition  
13 because they did not contain mother's--*i.e.*, creditor's--or her attorney's notarized  
14 signature. DCS was thus not required to process father's requests under ORS 18.228. In  
15 light of the trial court's finding that all of father's liens are reflected in the court record  
16 and the fact that no liens for support arrearages arising prior to June 30, 2011 appear in  
17 that record, the trial court did not err in denying father damages, costs, or attorney fees

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<sup>10</sup> In his reply brief father raises, for the first time in this appeal, his assertion made in the trial court that the arrearage liens encumbering his property are an unconstitutional "taking" under both the Oregon Constitution and the United States Constitution. An issue raised for the first time in an appellant's reply brief will generally not be considered on appeal. *Ploplys v. Bryson*, 188 Or App 49, 57-58, 69 P3d 1257 (2003); ORAP 5.45(1). We therefore decline to address father's constitutional arguments.

1 under ORS 205.470.

2 Affirmed.