IN THE COURT OF APPEALS OF THE STATE OF WASHINGTON

DIVISION II

RALLA KLEPAK, Respondent, v. THORSTEN LUNDSGAARDE, Appellant.	No. 39719-6-II UNPUBLISHED OPINION

Armstrong, J. — Ralla Klepak filed an Illinois judgment against Thorsten Lundsgaarde in Clark County, Washington and Lundsgaarde moved to quash enforcement of the judgment. After the Cook County Circuit Court of Illinois ruled that the judgment was valid and enforceable, the Clark County Superior Court ruled that the judgment was entitled to full faith and credit in Washington. On appeal, Lundsgaarde argues that the judgment is not entitled to full faith and credit because (1) the order was not signed by a judge and therefore is not a valid final judgment and (2) entry of the order violated his due process right to notice and the opportunity to be heard. We affirm.

FACTS

I. Judgment Rendered in Illinois

In 2006, Ralla Klepak served as a child representative in a custody proceeding in Cook County, Illinois between Thorsten Lundsgaarde and Anna Benjakul. On March 14, 2006, Lundsgaarde and Benjakul signed an "Agreed Custody Visitation and Child Support Order" that states, in part:

Each party shall be responsible for his/her own attorneys' fees that he/she has

> incurred to date. As of March 12, 2006, the remaining fees for the Child's Representative are $31,652.44, as per separate orders entered concurrently.

Clerk's Papers (CP) at 63, 75. Klepak and Judge Elizabeth Loredo Rivera also signed the agreement. A separate order entered that same day states:

> Thorsten Lundsgaarde shall pay to Ralla Klepak as her final fees the amount of $15,826.22 and judgment in that amount is entered concurrent with the entry of [the] custody order of [the] same date.

CP at 76. The order is not signed but it is stamped and dated by the clerk of the Cook County Circuit Court. The stamp states: "ENTERED Judge Elizabeth Loredo Rivera." CP at 76.

On April 4, 2007, the Cook County Circuit Court found Lundsgaarde in contempt of court for failing to pay Klepak's fee. The contempt order states:

> On the 14th day of March, 2006, this Court entered an order directing the contemnor [Lundsgaarde] to pay Ralla Klepak $15,826.22 on or before 8/31/06 . . . . As of the 4th day of April, 2007, contemnor has failed to A) Appear before the court; B) Pay Ralla Klepak $15,826.22 on or before 8/31/06.

CP at 33. The court ordered Lundsgaarde to be committed to the Cook County jail until he had paid Klepak.

II. Enforcement of Foreign Judgment in Washington

Lundsgaarde currently resides in Clark County, Washington. In January 2009, Klepak filed the Illinois judgment in Clark County and Lundsgaarde moved to quash enforcement of the judgment in Washington. The Clark County Superior Court requested that a judicial officer in Cook County, Illinois review the judgment's validity.

Klepak returned to the Cook County Circuit Court in May 2009 and moved for an order declaring that the judgment against Lundsgaarde is valid. Klepak mailed notice of the motion and

hearing to Lundsgaarde, who moved for additional time to prepare a response and requested permission to appear by telephone. The Cook County Circuit Court denied his request for additional time, observing that his lengthy motion demonstrated that he had ample time to prepare for the hearing:

> [O]bviously, his motion, which is a five-page motion, ten paragraphs, lists citations, indicates he's had an opportunity to review [Klepak's] pleading and has had ample time to prepare a response. So I'm going to deny his request for additional time to prepare a response. He's had time. He's obviously had notice. And he's prepared a response.

CP at 90. The court viewed Lundsgaarde's motion to appear by telephone as an attempt to evade the outstanding contempt order and ruled:

> I am going to deny his request for a telephonic presentation. I believe there's still an outstanding body attachment. . . . And I believe he is attempting to evade this jurisdiction's authority, and allowing him to participate by telephone will further allow that.

CP at 90.

The Cook County Circuit Court found that the parties "agreed to an Order entered on March 14, 2006 in which Thorsten Lundsgaarde agreed to pay to Ralla Klepak the stipulated and reduced amount of $15,826.22." CP at 87. It also found that the order was "duly entered by the Court." CP at 87. The court concluded that the judgment is valid under Illinois law, is presently enforceable under Illinois law, and is entitled to full faith and credit within other states.

Klepak then returned to the Clark County Superior Court and moved for enforcement of the judgment. The court ruled that the Illinois judgment is entitled to full faith and credit and Klepak is entitled to enforce the $15,826.22 judgment in Washington, together with interest under applicable Illinois law and taxable costs amounting to $305.

ANALYSIS

I. Standard of Review

Lundsgaarde contends that the Illinois judgment is not entitled to full faith and credit in Washington. First, he argues the order is not a final judgment under Illinois law because it was not signed by a judge. Second, he asserts that the order was entered ex parte in violation of his due process right to notice and an adequate opportunity to be heard. This court reviews constitutional issues de novo. *State v. Castro*, 141 Wn. App. 485, 490, 170 P.3d 78 (2007).

II. Full Faith and Credit for Foreign Judgments

Under the Full Faith and Credit Clause of the United States Constitution, a judgment rendered by one state is generally entitled to full faith and credit in every other state. *See* U.S. Const. art. IV, § 1; *State v. Berry*, 141 Wn.2d 121, 127-28, 5 P.3d 658 (2000). This rule "'provides a means for ending litigation by putting to rest matters previously decided between adverse parties in any state or territory of the United States.'" *Berry*, 141 Wn.2d at 127 (quoting *In re Estate of Tolson*, 89 Wn. App. 21, 29, 947 P.2d 1242 (1997)). Washington codified this constitutional provision by adopting the Uniform Enforcement of Foreign Judgments Act. *See* RCW 6.36.910. Under RCW 6.36.025, a foreign judgment that has been properly filed with a Washington superior court "has the same effect and is subject to the same procedures . . . as a judgment of a superior court of this state."

A foreign judgment "controls in other states to the same extent as it does in the state where rendered." *Lee v. Ferryman*, 88 Wn. App. 613, 620, 945 P.2d 1159 (1997) (citing *Riley v. New York Trust Co.*, 315 U.S. 343, 349, 62 S. Ct. 608, 86 L. Ed. 885 (1942)). Accordingly, a

foreign judgment is entitled to full faith and credit in Washington only if it is a valid final judgment under the laws of the rendering state. *See Larsen v. Farmers Ins. Co*., 80 Wn. App. 259, 262-63, 909 P.2d 935 (1996); Restatement (Second) Conflict of Laws § 107 (1971). Also, a foreign judgment may be collaterally attacked if the court lacked jurisdiction or violated a constitutional right, such as the due process right to notice and an adequate opportunity to be heard. *See Berry*, 141 Wn.2d at 127-28; *State ex rel. Eaglin v. Vestal*, 43 Wn. App. 663, 667, 719 P.2d 163 (1986). Absent these grounds, this court must give full faith and credit to the foreign judgment. *See Berry*, 141 Wn.2d at 127-28; *Lee*, 88 Wn. App. at 620.

We need not address the merits of Lundsgaarde's arguments because the Cook County Circuit Court of Illinois has twice affirmed that the order is valid and enforceable—first, when it held Lundsgaarde in contempt for failure to comply with the judgment, and again when Klepak moved for an order declaring that the judgment is valid. CP 33-34, 87. A foreign judgment "controls in other states to the same extent as it does in the state where rendered." *Lee*, 88 Wn. App. at 620. Lundsgaarde had notice and an opportunity to challenge the judgment's validity at the hearing before the Cook County Circuit Court. Because he chose not to appear before the Illinois court, he cannot collaterally attack that court's ruling.

Moreover, Lundsgaarde's arguments fail on the merits. First, he relies on Illinois Supreme Court Rule (ILCS) 272 to argue that an Illinois judgment is not final unless it is signed by a judge. Rule 272 addresses when a judgment is entered:

> *If at the time of announcing final judgment the judge requires the submission of a form of written judgment to be signed by the judge* or if a circuit court rule requires the prevailing party to submit a draft order, the clerk shall make a notation to that effect and the judgment becomes final only when the signed judgment is filed. *If no such signed written judgment is to be filed*, the judge or clerk shall

> forthwith make a notation of judgment and enter the judgment of record promptly, and *the judgment is entered at the time it is entered of record*.

ILCS S. Ct. Rule 272 (emphasis added). "Rule 272 was intended to remove all doubt regarding the date a judgment is entered or becomes final." *People v. Durley*, 561 N.E.2d 122, 125 (Ill. App. Ct. 1990). "Rule 272 provides for two alternatives: (1) a signed, written order is required to be filed; or (2) the filing of a signed, written order is not necessary, and the judgment is entered when it becomes of record." *Durley*, 561 N.E.2d at 125 (citing *Ahn Bros., Inc. v. Buttitta*, 493 N.E.2d 384, 386 (Ill. App. Ct. 1986)). Contrary to Lundsgaarde's argument, the rule does not require all judgments to be signed before becoming final and enforceable.

Next, Lundsgaarde asserts that the March 2006 order was entered ex parte because neither he nor his counsel signed it. The record does not support this assertion. First, the Cook County Circuit Court expressly found that "Thorsten Lundsgaarde *agreed* to pay to Ralla Klepak the *stipulated* and reduced amount of $15,826.22." CP at 86 (emphasis added). Second, the signed custody agreement and disputed order were entered concurrently and refer to each other. The signed custody agreement states: "[T]he remaining fees for the Child's Representative are $31,652.44, *as per separate orders entered concurrently*." CP at 75 (emphasis added). The disputed order was entered on the same day and states: "Thorsten Lundsgaarde shall pay to Ralla Klepak as her final fees the amount of $15,826.22 *and judgment in that amount is entered concurrent with the entry of [the] custody order of [the] same date.*" CP at 76 (emphasis added). Thus, Lundsgaarde expressly agreed to "separate orders entered concurrently" regarding Klepak's fees, the disputed order clearly references the signed agreement, and the disputed order was entered concurrently with the signed agreement. The record does not support his argument that

the order was entered without his knowledge or participation.

III. Attorney Fees

Klepak requests costs and attorney fees in her closing brief without argument or citation to authority. Under RAP 18.1(b), parties must set forth attorney fee requests in a separate section of their opening brief, and the request must be supported by argument and citation to authority. *See State v. Jordan*, 146 Wn. App. 395, 404, 190 P.3d 516 (2008). Accordingly, Klepak is not entitled to attorney fees on appeal.

Affirmed.

A majority of the panel having determined that this opinion will not be printed in the Washington Appellate Reports, but will be filed for public record pursuant to RCW 2.06.040, it is so ordered.

Armstrong, J.

We concur:

Penoyar, C.J.

Worswick, J.