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IN THE COURT OF APPEAL OF THE STATE OF CALIFORNIA

FOURTH APPELLATE DISTRICT

DIVISION TWO

COUNTY OF SAN BERNARDINO
CHILD SUPPORT DIVISION,

Plaintiff and Respondent,

v.

LAWRENCE L. JOHN II,

Defendant and Appellant.

E061564

(Super.Ct.No. CSKS1402805)

OPINION

APPEAL from the Superior Court of San Bernardino County. John A. Crawley,
Temporary Judge. (Pursuant to Cal. Const., art. VI, § 21.) Affirmed.

Lawrence John, in pro. per., for Defendant and Appellant.

Kamala D. Harris, Attorney General, Julie Weng-Gutierrez, Linda M. Gonzalez,
and Ricardo Enriquez, Deputy Attorneys General, for Plaintiff and Respondent.

I

INTRODUCTION

Lawrence L. John II and Tammy Page are the parents of a daughter born in 1993 and who turned 18 years old in 2011. Representing himself, John appeals a 2014 order for accrued child support in the amount of \$11,943.31, principal of \$2,602.95 and interest of \$9,340.36. The plaintiff and respondent is the Department of Child Support Services (DCSS) for the County of San Bernardino (County). The substance of John's claim on appeal is that the California family law court should not have ordered the payment of accrued interest because the support order was "closed" in 2005 after Page and their daughter had moved to Florida.

We hold that the accrued interest cannot be waived, forgiven, modified, reduced, or terminated. We affirm the 2014 order.

II

FACTUAL AND PROCEDURAL BACKGROUND¹

At oral argument, John accused the lower court and the County of relying on fraudulent documents and engaging in skullduggery against him. John has not provided "a summary of the significant facts limited to matters in the record" as required by California Rules of Court, rule 8.204(a)(2)(C). Because John has not complied with

¹ We deny John's request for judicial notice, filed July 15, 2015. Exhibits 1, 2, 3, and 4 are already part of the record on appeal. Exhibits 5 and 6 were not part of the record in the lower court.

appellate rules and procedures, most of his arguments are not supported by the record and cannot be considered by a reviewing court. His claims about fraudulent documents cannot be resolved based on the appellate record. Therefore, we have undertaken our own review of the record to summarize the pertinent factual and procedural background.

In January 2002, the Riverside County family law court ordered John to pay monthly child support of \$302 for December 2001 and \$351 beginning January 1, 2002. At some point, Page moved to Florida with their daughter.

On June 15, 2006, the Riverside County Department of Child Support Services (Riverside DCSS), sent John a letter, stating it had closed its support case involving his daughter: “At this time you no longer need to send your support payments to Department of Child Support Services. However . . . you still have a duty to support [your minor child]. [¶] YOUR CASE IN RIVERSIDE COUNTY WAS CLOSED IN SEPTEMBER 2005 AND WAS TRANSFERRED TO LOS ANGELES COUNTY DUE TO YOUR RESIDENTIAL CHANGE. FLORIDA IS The INITIATING STATE AND THEY WOULD BE IN CONTACT WITH LOS ANGELES COUNTY REGARDING ENFORCEMENT. HOWEVER, SINCE THEN YOU HAVE MOVED TO SAN BERNARDINO COUNTY, SO IT IS RECOMMENDED THAT YOU CONTACT FLORIDA CHILD SUPPORT TO ADVISE YOUR NEW ADDRESS WHENEVER YOU MOVE.”

John appeared at a hearing in May 2007² when the Riverside family law court entered an order for child support arrears in the principal amount of \$11,462.55 and interest at the legal rate.

In a letter to John dated March 27, 2014, the San Bernardino DCSS summarized the post-2007 history. On March 10, 2008, the Florida Department of Revenue (DOR) requested the San Bernardino DCSS enforce the 2007 Riverside order. Florida DOR instructed DCSS not to collect accrued interest.³ DCSS began to collect “the current support of \$351.00 per month, beginning 04/01/09 and arrears of \$17,063.93 as of 03/31/09, based on the Florida payment history. [DCSS] suppressed the charging of interest based on Florida’s request that it not be collected. [DCSS] enforced current support until June 2012 when [John’s] daughter graduated [from] high school. [DCSS] continued enforcing the arrears until November 2013 when the balance in our system was paid in full. [¶] On 01/31/14, [DCSS] sent a transmittal to Florida informing them that we would be closing our case because we had a zero balance. [¶] On 03/014/13, Florida faxed a transmittal requesting we provide them with a certified Arrears Affidavit that reflects the accrued interest because the custodial parent has requested that interest be

² Although John claims he was not present at the hearing, the record contradicts his assertion.

³ The parties disagree about whether Florida allows interest on child support obligation.

collected. Florida explained that since this is a California order, they can request the collection of interest because it can be considered ‘arrear.’”

On April 4, 2014, the San Bernardino DCSS filed a statement for registration and enforcement of the Riverside support order. (Fam. Code, § 5601.) On April 21, 2014, DCSS filed a motion for adjudication of arrears and to set payments. DCSS attached an accounting showing the total amount owing of \$11,943.31, principal of \$2,602.95 and interest of \$9,340.36. In his response filed May 21, 2014, John challenges the validity of the 2007 order, partly because Page and his daughter were living in Florida. He also submitted evidence of a partial disability.

At the hearing on May 23, 2014, John represented himself and Page participated by telephone. DCSS was represented by a lawyer.

DCSS’s lawyer explained that the Riverside DCSS had originally opened a support case at Florida DOR’s request to collect only the principal owing. In 2013, Florida DOR requested on behalf of Page that the accrued interest also be collected. In view of John’s financial situation, DCSS withdrew its request to set payments and indicated it would reserve its right to later enforcement.

John argued the child support order had been extinguished in 2005 and not revived. Page asserted the 2007 California order included payment of principal and interest even if she lived in Florida.

The court commented that the child support order was issued under California law not Florida law. The court explained to John that when Riverside DPSS “closed” the

case in 2005, “it doesn’t mean the order is adjusted to zero. It doesn’t mean the order disappears. The only thing that means is that the Department of Support Services is no longer participating in the collection and disbursement of that support order. It just puts the parties in the position of handling it among themselves.” The court made express findings that in spite of “misleading” and “erroneous letters,” “the California support order of January 29, 2002 . . . continued to control” in spite of Florida DOR asking for “principal only . . . [and] that California law does not deem that to be a waiver of the interest on the child support obligation.” The court ordered John to pay the total amount of \$11,943.31, including interest of \$9,340.36. John appeals.

III

DISCUSSION

The facts are undisputed in this case. We conduct an independent review of the legal issues. (*In re Marriage of Sabine & Toshio M.* (2007) 153 Cal.App.4th 1203, 1212.) As a matter of law, interest accrues on past-due installments and becomes part of the principal obligation. Trial courts are without authority to waive, reduce, or forgive interest accrued on past-due child support amounts, just as courts cannot retroactively modify or terminate the accrued interest arrearages themselves. (*In re Marriage of Hubner* (2004) 124 Cal.App.4th 1082, 1089; *In re Marriage of McClellan* (2005) 130 Cal.App.4th 247, 259; *Sabine & Toshio*, at p. 1217.)

As articulated in *Hubner*: “Statutory interest on unpaid child support payments accrues as a matter of law as to each installment when each installment becomes due.

This is true whether the judgment clearly states when or if interest will accrue on unpaid child support obligations, and whether or not the payor parent was personally notified unpaid child support would be subject to accruing interest. Accrued arrearages are treated like a money judgment for purposes of assessing statutory interest. Unless otherwise specified in the judgment, interest accrues as to each installment when each installment becomes due and continues to accrue for so long as the arrearage remains unpaid. Consequently, notwithstanding changed circumstances, or a claimed lack of clarity in a court's order assessing child support arrearages, courts have no authority to waive or forgive interest accrued on past-due child support." (*In re Marriage of Hubner, supra*, 124 Cal.App.4th at p. 1089, footnotes omitted; *In re Marriage of Robinson* (1998) 65 Cal.App.4th 93, 98.)

In light of the foregoing, John cannot argue the child support orders in this case were terminated or modified by any court or by any support agency in California or Florida. The support orders entered in 2002 and 2007 were never modified. According to the record, the 2002 California support order was first enforced by Riverside DPSS in the Riverside family law court, in coordination with Florida DOR. Los Angeles County may have been involved in the interim. Finally, San Bernardino DPSS commenced enforcement in the San Bernardino family law court. To the extent John argues Page somehow waived arrearages by moving to Florida and seeking enforcement help from Florida DOR, there is no support in the record for this contention.

John objects to the 2006 letter referring to the Riverside case as being “closed” in September 2005 after he moved to Los Angeles County and then to San Bernardino County. The Riverside case was closed because John moved to a different California county, not because Florida had jurisdiction. (Cal. Code. Regs., tit. 22 § 118203, subd. (a)(13).) In oral argument, John mentioned he never moved. Nevertheless, as the court carefully explained to him in May 2014, the California support order continued to exist and the interest continued to accrue on the unpaid child support until John’s daughter was an adult.

John’s reliance on the Full Faith and Credit for Child Support Orders Act (FFCCSOA, 28 U.S.C. § 1738B) and the Uniform Interstate Family Support Act (UIFSA, Fam. Code, § 4900 et seq.) is mistaken. The two acts authorize exclusive continuing child support jurisdiction in the state that first rendered the child support order. (28 U.S.C. § 1738B(d); Fam. Code, § 4909, subd. (a)(1) & (2); *Stone v. Davis* (2007) 148 Cal.App.4th 596, 600.) “UIFSA creates a new concept of continuing exclusive jurisdiction, by which the first state to issue a valid child support order retains jurisdiction over the terms of the order, and retains the sole authority to modify the order (except under certain very specific circumstances). (See Fam. Code, § 4909.) The child support order can be registered in another state for purposes of enforcement, but it never becomes an order of the registering state. (*Id.*, § 4950.)” (*In re Marriage of Gerkin* (2008) 161 Cal.App.4th 604, 612.) Because John continues to be a California resident, California

retains jurisdiction over a California order for child support and interest. (Fam. Code, § 4909, subd. (a).)

IV

DISPOSITION

The accrued interest, based on an unmodified California child support order, was properly ordered by the California family law court. We affirm the order.

In the interest of justice, the parties shall bear their own costs on appeal.

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CODRINGTON
J.

We concur:

HOLLENHORST
Acting P. J.

KING
J.