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**IN THE SUPREME COURT OF THE
STATE OF NEVADA**

CARLOS A. HUERTA, AN
INDIVIDUAL; AND GO GLOBAL,
INC. A NEVADA CORPORATION

Appellants

vs.

SIG ROGICH, A/K/A/ SIGMUND
ROGICH, AS TRUSTEE OF THE
ROGICH FAMILY IRREVOCABLE
TRUST, ELDORADO HILLS, LLC, A
NEVADA LIMITED LIABILITY
COMPANY

Respondents

Electronically Filed
Feb 21 2017 01:37 p.m.
Elizabeth A. Brown
Clerk of Supreme Court


Appeal from the Eighth
Judicial District Court, the
Honorable Nancy Allf
Presiding

RESPONDENT'S ANSWERING BRIEF

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Irrevocable Trust

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- Dated this 21 day of February, 2017.

By 
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1 **1. JURISDICTIONAL STATEMENT**

2 Appellants Carlos A. Huerta and Go Global, Inc. (“Huerta”)¹, state it’s

3
4 “Request for Relief was based in part, on NRCP 60(b).
5 An order denying a motion for relief pursuant to NRCP
6 60(b) is independently appealable. See NRCP
7 60(b)(8); Holiday Inn v Barnett, 103 Nev. 60,63,732 P.
8 2d 1376, 1378– 9 (1987) (order denying motion to set
 aside under NRCP 60(b) is appealable as special order
 after final judgment).” Op. Br. at 1:6-10.

9 Huerta’s motion did not state with particularity any NRCP 60(b)
10 ground for relief. The motion was entitled “Plaintiff’s Motion for
11 Reconsideration or Relief from Order Granting Motion for Partial Summary
12 Judgment and the denial Order [from which the appeal was taken] stated
13 “Ordered that the Motion for Reconsideration or Relief From Order
14 Granting Motion for Partial Summary Judgment is denied.” App. 2059-60,
15 1836-37.

16 In an attempt to bolster the position that Huerta sought NRCP 60((b)
17 relief in his motion, a Request for Relief has been created for this appeal and
18 it appears many times in the Opening Brief. There is no such request or
19 document.
20
21
22
23

24
25

¹ The Summary Judgment was awarded against Huerta and his trust. The Motion for Reconsideration is brought by Huerta and Go Global. They will be referred to collectively as Huerta.

1 The thrust of Huerta's motion is the alleged payment to unsecured
2 creditors.

3
4 "here the Plaintiffs request that the Court reconsider its
5 Partial Summary Judgment Order because the Plaintiff's
6 payoff of all creditors under their plan in the Bankruptcy
7 Case is substantially different evidence, which shows
8 that this motion is necessary to correct manifest errors of
9 law or fact upon which the judgment is based and is
10 necessary to prevent manifest injustice to the Plaintiffs."
11 App. 2065

12 The alleged payment has no relationship to any ground for relief under
13 NRCP 60(b).

14 NRCP 60(b) is mentioned in a section headed "If Applicable, Nevada
15 Rule of Civil Procedure 60 also Supports Reconsideration." Except for a
16 generalization therein about possible grounds, nowhere in the motion or its
17 points and authorities is relief under any NRCP 60(b) ground even mentioned
18 App. 2065-66.

19 Go Global's Reply below raises for the first time the argument that the
20 Summary Judgment is void because Judge Allf did not give full faith and
21 credit to the disclosure statement filed in the bankruptcy proceeding. App.
22 1859. It also argued that the Summary Judgment functions like an injunction
23 and NRCP 60(b)(5) applies and allows reconsideration. App. 1854. The
24
25

1 belated arguments have no merit. Furthermore, “it is well settled that
2 arguments that are raised for the first time in reply are waived.” Striegel v.
3 American Family Ins. Co., 2014 WL 6473597 (D. Nev. 2014).
4

5 In Nevada the right to appeal is governed by NRAP 3A(b). It
6 designates the judgments and orders from which an appeal may be taken and
7 where no authority to appeal is granted by that rule no right to appeal exists.
8 Kokkos v. Tsalikis, 91 Nev. 24,25. 530 P. 2d 756 (1975); Valley Bank of
9 Nevada v. Ginsburg, 110 Nev. 440,445, 874 P. 2d 729,732 (1994); Pengilly
10 v. Rancho Santa Fe Homeowners Ass’n, 116 Nev. 646,549, 5 P.3d 569,571
11 (2000).
12

13
14 Huerta’s Docketing Statement in paragraphs 21 and 26 specifies
15 NRAP 3A(b)(8) as authority for the appeal, contending that the Order
16 denying the Motion for Reconsideration or Other Relief is a special order
17 entered after final judgment. NRAP 3A(b)(8). App. 581, 583.
18

19
20 In order for a special order after entry of a final judgment to be
21 appealable, it must be “an order affecting the rights of some party to the
22 action, growing out of the judgment previously entered. It must be an order
23 affecting rights incorporated in the judgment.” Gumm v. Mainor, 118 Nev.
24 912,920, 59 P.3d 1120 1225 (2002); Peck v. Crouser, 129 Nev. Adv. Op.
25

1 12*3, 295 P. 3d 586,588 (2013). Both cases are en banc. “The mere fact that
2 the order in point of time is made after a final judgment has been entered
3 does not render it appealable. It must affect the rights of the parties growing
4 out of final judgment.” Wilkinson, 73 Nev. 143, 145, 311 P 2d 735, 736
5 (1957).
6

7
8 The Order appealed does not in any respect whatsoever affect the
9 rights of any party to this action. Prior to the Order there was a final
10 Summary Judgment dismissing the claims of Huerta and the Alexander
11 Christopher Trust. The Order does not affect that dismissal. Whatever rights
12 any party may have had by reason of the Summary Judgment, such rights
13 were not impacted in any respect by the Order. Thus, the Order denying
14 Appellant’s motion for reconsideration was not a special order entered after
15 final judgment.
16
17

18 Huerta claims that an order denying a motion for relief pursuant to
19 NRCP 60(b) is independently appealable. Huerta’s motion only sought
20 reconsideration of the Summary Judgment awarded by Judge Allf. In fact,
21 this Court in its Order to Show Cause deemed Huerta’s motion as one for
22 reconsideration only. Order to Show Cause . Document 16-20864. And in
23
24 the Court’s subsequent order it held there was appellate jurisdiction relying
25

1 on Huerta's representation that the "Motion for Reconsideration was based in
2 part on NRCP 60(b)." Document 16-31098.

3
4 In Peck v. Crouser the Court stated:

5 "This Court has jurisdiction to consider an appeal
6 only when the appeal is authorized by statute or court
7 rule. Taylor Constr. Co. v. Hilton Hotels, 100 Nev. 207,
8 209, 678 P.2d 1152, 1153 (1984); NRAP § 3A(b) sets
9 forth the judgment and orders that are subject to appeal
in this court."
129 Nev. Adv. Op. 12*3.

10 Nothing in NRCP 3A(b) provides that an order denying 60(b) relief is
11 independently appealable. Nothing in NRCP 3A(b) provides that Holiday
12 Inn Downtown v. Barnett or Similanich v. Bonanza Airlines, Inc. has any
13 relationship to an appeal. NRCP 3A(b) states: "Appealable determinations.
14 An appeal may be taken from the following judgments and orders of a
15 district court in a civil action." NRCP 3A(b) does not mention either of the
16 cases. No statute or court rule enriches Holiday Inn or Similanich with
17 appellate power.

18
19 Similanich, which was decided in 1956, states that "It is conceded that
20 the order denying relief from a judgment is an appealable order citing
21 Greenspahn v. Joseph E. Seagram, 2 Cir. 186 F.2d 616 (1951). No other case
22 authority is cited. No other Nevada opinion cites Greenspahn. Holiday Inn

1 cites Similanich as the sole authority for an appeal pursuant to NRCP
2 60(b)(3) of an order denying a motion to vacate an order. Thus, Greenspahn
3 appears to be the authority for Similanich which in turn is the authority for
4 Holiday Inn.
5

6 Greenspahn involved an order denying a motion under FRCP 60(b) to
7 vacate a judgment. It held that an “order denying such a motion puts an end
8 to any further action by the district court and leaves the Judgment in full
9 force and effect. We think it is a final order and therefore appealable.”
10

11
12 That holding does not require the order appealed to affect rights of a
13 party. All that is required is that the order be the final order. If Greenspahn
14 was Nevada law a denied motion for reconsideration of a judgment, as here,
15 would be appealable. It is not. Alvis v. State at 186. NRCP 3A(b) does not
16 provide that an order, other than a special order after judgment, is appealable
17 just because it is a final order. Thus, Greenspahn is not authority for
18 Similanich or Holiday Inn. And, in turn those opinions did not support the
19 Nevada decisions that hold they are the basis for appellate jurisdiction.
20
21 Accordingly, Holiday Inn does not support Huerta’s claim that Holiday Inn
22 makes the appeal independently appealable.
23
24
25

1 **II. ROUTING STATEMENT**

2 As shown by the above, there is a substantial issue as to whether the
3 Court has jurisdiction and whether Holiday Inn v. Barnett and Similanich v.
4 Bonanza Air Lines are jurisdictional standards. Those jurisdictional issues
5 should be heard and resolved by the Supreme Court.
6

7 **III. ISSUES ON APPEAL**

- 8
- 9 1. Does the Court have jurisdiction of this appeal?
 - 10 2. Assuming the Court does have jurisdiction did Judge Alf abuse
11 her broad discretion in denying the Motion For Reconsideration Or Relief
12 from Order Granting Summary Judgment?
13
 - 14 3. Assuming the Court has jurisdiction, are Huerta's NRCP 60
15 (b)(4) and (5) claims improper?
16

17 **IV. STATEMENT OF THE CASE**

18 The Summary Judgment in favor of the Rogich Trust dismissing the
19 claims of Carlos A. Huerta ("Huerta") and his Alexander Christopher Trust,
20 as Assignee of Go Global, Inc., (collectively Huerta) was entered on
21 November 5, 2014. App. 2072.
22

23 On March 13, 2015, Huerta and the Alexander Christopher Trust
24 appealed the Order granting the Summary judgment. The appeal was
25

1 dismissed as untimely on June 26, 2015. Document 15-19597.

2 On November 17, 2014, after the Alexander Christopher Trust's
3 reassignment to Go Global, Inc., Go Global filed an Adversary Complaint in
4 the Bankruptcy Court. App. 3047-3061. Summary Judgment dismissing the
5 Adversary Company was granted on March 10, 2016. App. 2447-2450.
6

7 An appeal of the Summary Judgment was affirmed by the BAP on
8 November 22, 2016².
9

10 Sixteen months after the award of Summary Judgment, Huerta filed a
11 Motion for Reconsideration or Relief from Order Granting Motion for
12 Summary Judgment. App. 2059-2116. After oral argument, the Motion was
13 denied. App. 1836-1837. The denial is the subject of this appeal.
14
15

16 V. STANDARD OF REVIEW

17 An order denying a motion for reconsideration is not an appealable
18 order. Alvis v. State Gaming Control Board, 99 Nev. 184, 186, 660 P. 2d
19 980, 981 (1983). Thus, because Huerta's motion for reconsideration was
20 denied (and did not affect any rights growing out of the Summary Judgment)
21 the district court's denial of reconsideration of the Summary Judgment is not
22
23

24 ² Huerta's appendix contains the Notice of Appeal to the Bankruptcy
25 Appellate Panel for the Ninth Circuit. App. 2438-2446. Attached as Exhibit
1 (ROG0001-0031) in Respondent's Appendix is the BAP Memorandum
which alternatively held claim preclusion barred Go Global's claims.

1 reviewable. To the extent there is appellate jurisdiction of Huerta's
2 contention there was a request for NRCP 60(b) relief, the standard of review
3 is whether the district court abused its discretion in denying such relief.
4

5 Cook v. Cook, 112 Nev. 179, 181-2, 912 P.2d 264, 265 (1990). Durango Fire
6 Protection v. Troncoso, 120 Nev. 658, 662, 98 P.3d 691, 693 (2004). The
7 discretion is broad. Id.
8

9 **VI. STATEMENT OF FACTS**

10 1. On October 30, 2008, Huerta and his wholly owned corporation
11 Go Global, Inc. sold to the Rogich Family Irrevocable Trust ("Rogich
12 Trust"), its interest in Eldorado Hills, LLC., ("Eldorado") for the sum of
13 \$2,747,729.50, payable out of profit distributions, if any, as, when and if
14 received by the Rogich Trust from Eldorado. The agreement memorializing
15 the transaction is the Purchase Agreement. App. 599-609.
16
17

18 2. In March 2010, Huerta and Go Global filed voluntary
19 bankruptcy petitions. Joint Administration Case No:10-14804-BAM.
20 Docket No. 73. On April 4, 2011, Huerta and Go Global filed a Joint
21 Disclosure Statement. On January 17, 2013, March 8, 2013, and March 28.
22 2013, Huerta and Go Global filed Amended Disclosures. None of the
23
24 Disclosure Statements identify or mention the Purchase Agreement with the
25

1 Rogich Trust, any relationship between Huerta , Go Global and the Rogich
2 Trust, any receivable or other indebtedness of the Rogich Trust, or any
3 liquidation analysis identifying a possible claim against the Rogich Trust.
4 The Huerta and Go Global Plan also does not identify or mention any such
5 information. App. 427, 1014.
6

7
8 3. On November 7, 2012, Huerta and Go Global , through an
9 attorney not involved in their bankruptcy proceeding, wrote the Rogich Trust
10 claiming that because it had transferred its membership interest in Eldorado,
11 it was in breach of the Purchase Agreement and it was prepared to start
12 collection proceedings. App. 1081.
13

14
15 4. On June 18, 2013, Huerta filed a Declaration under oath that
16 stated in paragraph 4, “In connection with confirmation of the Plan, I
17 reviewed the Plan (as amended) Disclosure Statement (as amended) and all
18 related exhibits thereto. The statements in those documents are true and
19 accurate.” App. 2074.
20

21
22 5. On July 22, 2013, an Order Confirming Third Amended Joint
23 Chapter 11 Plan of Reorganization of Go Global and Huerta was duly
24 entered. App. 1084. Eight days later, Go Global assigned to the Huerta’s
25 Alexander Christopher Family Trust all its rights, interests and causes of

1 action arising from the Purchase Agreement and the next day Huerta and the
2 Alexander Trust filed an action against the Rogich Trust in the Nevada state
3 court to recover the sum of \$2,747,729.50 allegedly due under the Purchase
4 Agreement because the Rogich Trust transferred its membership interest in
5 Eldorado to Defendant Teld. App. 3047. The Purchase Agreement did not
6 preclude such transfer. App. 599-609

9 6. On August 11, 2014, the Rogich Trust moved for partial
10 summary judgment and following oral argument, Judge Allf ruled as follows:
11

12 “It’s that disclosure statement that’s operative and what
13 the creditors use to vote whether or not to accept the
14 plan. They were never told that there was a receivable to
15 be collected, and the thing that really concerns me the
16 most is that when the plan is confirmed on July 22nd of
17 2013 with the affidavit of Mr. Huerta saying that
18 everything in the plan and the disclosure statement is
19 true and accurate, eight days later Go Global assigns the
20 receivable and sues somewhere else under a different
21 name. It is evidence no intention that the creditors of Go
Global would ever, ever have benefitted from this
transaction. This is a case that’s very ripe for judicial
estoppel, and under the applicable case law, the motion
is granted.” App. 2071-2075.

22 7. On November 5, 2014 Judge Allf entered her Order granting
23 Summary Judgment dismissing the three claims of Huerta and the Alexander
24 Christopher Trust and the Amended Complaint. App. 2071-2075 .
25

1 8. On March 13, 2015, Huerta and the Alexander Christopher Trust
2 appealed the Summary Judgment which was dismissed as untimely.
3
4 Document 15-19597.

5 9. On November 17, 2014, the Alexander Christopher Trust
6 purportedly reassigned to Go Global the interests in the Purchase Agreement
7 previously assigned to it by Go Global and on November 26, 2014, Go
8 Global filed its Adversary Complaint in the Bankruptcy Court. App. 3047-
9 3061.
10

11
12 10. The Rogich Trust filed a Motion for Summary Judgment on
13 February 23, 2015. After Supplemental Briefs were filed, the Court, on
14 March 10, 2016, issued an Order on Pending Motions after Supplemental
15 Briefing and ruled that Go Global's claims were precluded by Five Star
16 Capital v. Ruby, 124 Nev. 1048, 194 P.3d 709(2008) and awarded summary
17 judgment to the Rogich Trust, Imitations, LLC and the other defendants.
18
19 App. 2447-2450.
20

21 11. While the Adversary Proceeding was pending, Huerta filed the
22 motion for Reconsideration or Relief from Order Granting Motion for partial
23 Summary Judgment which was denied on April 28, 2016. App. 1834
24
25

1 **VII. SUMMARY OF ARGUMENT**

2 This Court does not have jurisdiction of this appeal. The order
3 denying the motion for reconsideration is not a special order after entry of
4 judgment. The motion for reconsideration is not appealable. Assuming
5 jurisdiction of Huerta's NRCP 60(b)(4) and (5) claims, the district court did
6 not abuse its discretion in denying the claims.
7

8 **ARGUMENT**

9
10 **A. Judge Allf's Denial Of Huerta's Reconsideration Motion**
11 **Was Proper**

12 In the exercise of her judicial discretion, Judge Allf properly denied
13 Huerta's Motion, including reconsideration of the Summary Judgment she
14 granted on November 5, 2014. Paragraph 6 of the Statement of Facts herein
15 sets forth Judge Allf's statement of the reason she awarded the Summary
16 Judgment which Huerta sought to be reconsidered.
17

18 During oral argument the following was stated:
19

20 "MR. SCHWARTZ: Well, Your Honor, so then let's
21 touch on that. So what's new today, what's changed? Mr.
22 Huerta has paid all of his creditors in full now.

23 THE COURT: Well, actually what I saw in your
24 papers was allowed claims and that was qualifying
25 language that I didn't understand because I couldn't tell
from the papers if some claims were disallowed. The

1 whole point of a disclosure statement is if creditors thought
2 these were the assets, this is all I can get, they vote; well, if
3 there might have been more, they might have been entitled
4 to more. And they're entitled to interest before revesting.
There are all kinds of considerations." App. 553.

5 After argument of Huerta's motion, Judge Allf gave her reasons for
6 denial. She properly determined that Huerta's purported recent payment of
7 unsecured claims did not change the fact that there had been a failure to make
8 proper disclosure to creditors and to protect the integrity of the bankruptcy
9 process.
10

11
12 "This is the plaintiffs Huerta and Go Global, Inc. motion to
13 reconsider or relief from the order granting the motion for
14 partial summary judgment. The motion will be denied for
15 the following reasons: I do have concerns with the
16 timeliness of the motion, but I don't believe that you meet
17 the standards of 54 and 60. The issue with regard to full
18 payment was brought up at least orally at the original
19 argument, and unfortunately for you, Mr. Huerta, the
20 payment of creditors in this case is inconsequential to my
21 decision. My decision was based solely on the Hamilton v.
22 State Farm case. And the purpose of judicial estoppel is to
protect the integrity of the bankruptcy process and that was
the sole basis for my ruling previously. And nothing that's
been presented to me changes the way that the law should
be applied in this case. So for those reasons the motion
will be denied." App. 571, 572.

23 Although Huerta's Standards of Review recognized that review of a
24 denial of a motion to set aside a judgment is whether the court abused its
25

1 discretion, it does not argue there was abuse.

2
3 Clearly, Judge Allf's denial of Huerta's motion was not an abuse of
4 her discretion.

5 **B. Huerta's NRCP 60(b) Claims**

6 Although not properly raised in Huerta's reconsideration motion, he
7
8 now argues (1) the Summary Judgment is void because Judge Allf did not
9 give full faith and credit to the bankruptcy court's order approving the
10 disclosure statement; (2) and it is no longer equitable to enforce the Summary
11 Judgment, Op. Br. at 24:9-25:17, 25:18-26:18.

13 **C. The Summary Judgment Is Not Void**

14
15 Rogich is not aware of any statute requiring a state court to give full
16 faith and credit to a bankruptcy court order. 28 U.S.C. 1738 provides that a
17 bankruptcy court is required to give full faith and credit to state court
18 proceedings and its orders.

19
20 "A judgment which is erroneously entered by reason of the trial court's
21 improper view of the proof is not a void judgment within the meaning of
22 Rule 60 (b)(3) [now (4)]." Misty Management v. District Court, 83 Nev. 180,
23 182,183, 426 P. 2d 728,729 (1967). The void provision of 60(b) is normally
24
25

1 invoked in a case where the court entering the challenged judgment was itself
2 disqualified from acting, e.g., Osman v. Cobb, 77 Nev. 133,135, 360 P.2d
3 258,259(1961), or did not have jurisdiction over the parties, e.g., LaPotin v.
4 LaPotin, 75 Nev. 264,266, 339 P. 2d 123 (1959); Foster v. Lewis, 78 Nev.
5 330,337, 372 P. 2d 679,682 (1962) or of the subject matter of the litigation.”
6
7 Id. at 192.

9 “A judgment is not void merely because it is erroneous.
10 It is void only if the court that rendered it lacked
11 jurisdiction of the subject matter, or of the parties, or if it
12 acted in a manner inconsistent with due process or law.”
13 Wright & Miller Federal Practice and Procedure Civil 3d
14 §2862 at 434.

15 “A void judgment is one which, from its inception, was a
16 complete nullity and without legal effect. In the interest
17 of finality, the concept of void judgments is narrowly
18 construed. While absence of subject matter jurisdiction
19 may make a judgment void, such total want of
20 jurisdiction must be distinguished from an error in the
21 exercise of jurisdiction. A court has the power to
22 determine its own jurisdiction, and an error in that
23 determination will not render the judgment void. Only
24 in the rare instance of a clear usurpation of power will a
25 judgment be rendered void.”
26 Lubben v. Selective Service System Local Board
27 Number 27. 453 F.2d 645, 649 (1st Cir. 1972).

28 “A judgment is void for Rule 60(b)(4) purposes if the
29 ‘rendering court was powerless to enter it’. V.T.A., Inc.
30 v. Airco, Inc., 597 F.2d 220, 224 (10th Cir. 1979). A
31 judgment may in some instances be void for lack of

1 subject matter jurisdiction. E.g. id.: In re Four Seasons
2 Securities Laws Litigation, 502 F. 2d 834, 842 (10th. Cir.
3 1974). ‘However, this occurs only where there is a plain
4 usurpation of power, when a court wrongfully extends its
5 jurisdiction beyond the scope of its authority. ’ Kansas
6 City Southern Ry, Co. v. Great Lakes Carbon Corp., 624
7 F.2d 822, 825 (8th Cir. 1980) (citations omitted).
8 Gschwind v. Cessna Aircraft Company, 232 F.3d 1342,
9 1346 (10th Cir. 2000).

10 Thus, the Summary Judgment is not void.

11 **D. Huerta’s Claim That The Summary Judgment Should Be**
12 **Set Aside Is Meritless**

13 Huerta argues that under NRCP 60(b)(5) the Summary Judgment
14 should be set aside “to prevent manifest injustice as it is no longer equitable
15 to enforce it.” Op. Br. at 26:1-4. Huerta explains that the Summary
16 Judgment “functions like an injunction because it prevents the Appellants
17 from pursuing their claims against Rogich.” Op. Br. at 26:15-18.

18 Oddly, Huerta cites Ford v. Branch Banking and Trust Co., 131 Nev.
19 Adv. Op. 53, 353 P.3d 1200, 1202 (2015) as authority for how a judgment
20 functions. Op. Br. at 26:9-14. Ford holds that under NRCP 60(b)(5) only an
21 injunction. not a judgment, can be set aside as inequitable.

22 The Summary Judgment is clearly not an injunction. It does not
23 command or prevent an action. Peck v. Crouser, 129 Nev. Op. 12, 295 P.3d
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1 586, 588 (2013).

2 The argument that the judgment is inequitable because it prevents
3 Huerta from pursuing its claim is certainly meritless. Huerta sued Rogich,
4 lost, untimely appealed the Summary Judgment, sued in bankruptcy court,
5 and lost again, and appealed unsuccessfully to BAP. The Summary
6 Judgment hardly functioned as an injunction. Huerta's claim that the
7 Summary Judgment is inequitable because it prevents him from pursuing his
8 lost claim is nonsense.

9 Huerta's NRCP 60(b)(4) and (5) claims are without merit.

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13 **CONCLUSION**

14 The Order denying the Motion for Reconsideration or Relief from
15 Order Granting Motion for partial Summary Judgment should be affirmed.

16 Dated this 21st day of February, 2017.

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19 FENNEMORE CRAIG, P.C.

20 By 

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2. I further certify that this brief complies with the page-or-type-volume limitations of NRAP 32(a)(7) because, excluding the parts of the brief exempted by NRAP 32(a)(7)(C), it is:

3. Finally, I hereby certify that I have read this Answering Brief , and to the best of my knowledge, information and belief, it is not frivolous or interposed for an improper purpose. I further certify that this brief complies with all applicable Nevada Rules of Appellate Procedure, in particular NRAP 28(e)(1), which requires every assertion in the brief regarding matters in the record to be supported by a reference to the page and volume number, if any, of the transcript or appendix, where the matter relied on is to be found. I understand that I may be subject to sanctions in the event that the

1 accompanying brief is not in conformity with the requirements of the Nevada
2 Rules of Appellate Procedure.
3

4 Dated this 21st day of February, 2017.

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1 **CERTIFICATE OF SERVICE**

2
3 I hereby certify that the foregoing **RESPONDENT'S ANSWERING**
4 **BRIEF** was filed electronically with the Nevada Supreme Court on the 2/5
5 day of February, 2017. Electronic service of the foregoing document shall be
6 made in accordance with the Master Service List as follows:
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