IN THE SUPREME COURT OF THE STATE OF NEVADA

LEONIDAS P. FLANGAS, an individual, Appellant, PERFEKT MARKETING, LLC, an Arizona Limited Liability Company, Respondent.	No. 81385

APPEAL

From the Eighth Judicial District Court, Department V
The Honorable Veronica Barisich, District Judge
District Court Case No. A-19-788870-F

RESPONDENT'S ANSWERING BRIEF

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NRAP 26.1 DISCLOSURE

Pursuant to NRAP 26.1, the undersigned counsel of record for Perfekt Marketing LLC certifies the following are persons and entities as described in NRAP 26.l(a), and must be disclosed:

1.	Parent Corporations:	None
2.	Publicly Held Company:	None
3.	Respondent's Counsel of Record	Law Office of Vernon Nelson, PLLC

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ISSUES PRESENTED

The Appellant has raised the following issues in his Opening Brief:

1. Whether a foreign judgment entered pursuant to an agreement and entered on May 5, 2014, was required to be timely renewed in the foreign jurisdiction to be enforceable in Nevada.

2. Whether the Uniform Enforcement of Foreign Judgment Act (UEFJA), NRS 17.330 – 17.400, violates due process as applied. In other words, when a stipulated foreign judgment is enforceable and not served until after the foreign judgment expires, thus depriving the judgment debtor of the ability to raise defenses under the UEFJA, whether due process is denied.

3. Whether a contract allowing entry of judgment binds the judgment creditor to the agreement and prevents renewal and/or entry of a foreign judgment.

STATEMENT OF THE CASE

On May 5, 2014, a judgment was entered against Appellant and other parties in Maricopa County, Arizona in *Perfekt Marketing, LLC v. Leonidas P. Flangas, et al.*, Case No.: CV2012-002215 (the "Arizona Judgment"). Although Appellant and/or other parties made payments against the judgment amount, the judgment was not satisfied. On February 5, 2019, Respondent filed, in the district court, an Application of Foreign Judgment ("Application"). On February 6, 2019, Respondent filed a Notice of Filing Application of Foreign Judgment and Affidavit of Judgment ("Notice"). Respondent mailed the Notice via United States Postal Service ("USPS") Certified Mail to Appellant and his Arizona counsel. Appellant's Arizona counsel received the Notice on February 11, 2019. However, Respondent was not able to obtain a return receipt or other proof that the certified mail was delivered to Appellant. While it was not required to do, Plaintiff made further attempts to deliver the Notice by retaining a licensed process server and the Notice was personally served on Appellant on June 6, 2019.

After he was served with Notice, Appellant filed multiple motions in the district court, including a motion for to strike or relief from void judgment and for protective order. Appellant claimed the Arizona Judgment was only enforceable for five (5) years, unless properly renewed. Thus, the Judgment was enforceable in Arizona until May 4, 2019. Despite the fact that Respondent filed the Application and Notice in early February 2019, well before May 4, 2019, Appellant argued the Nevada Judgment/Application was void because the underlying Arizona Judgment was not enforceable. Appellant argued that the domesticated Nevada Judgment was not enforceable until he was served on June 6, 2019, and the Arizona Judgment had expired by then. He also argued his right to due process was violated because he was denied an opportunity to "defend" against the Arizona Judgment in Arizona. On June 4, 2020, the district court entered an order denying Appellant's motion. Importantly, the district court held: (1) the filing date of the application of foreign judgment is the effective date of the Nevada Judgment; and (2) there is no requirement that the notice of foreign judgment be personally served upon a judgment debtor. Appellant filed his Notice of Appeal on June 20, 2020. Based on the Docketing Statement, Appellant is appealing the June 4, 2020 order.

STATEMENT OF FACTS

On May 5, 2014, a judgment was entered against Appellant and other parties in Maricopa County, Arizona in *Perfekt Marketing, LLC v. Leonidas P. Flangas, et al.*, Case No.: CV2012-002215 (the "Arizona Judgment"). *A. App. at p. 4.* Although Appellant and/or other parties made payments against the judgment amount, the judgment was not satisfied. *Id. at p.2.* On February 5, 2019, Respondent filed, in the district court, an Application of Foreign Judgment ("Application"). *Id. at p.2.* On February 6, 2019, Respondent filed a Notice of Filing Application of Foreign Judgment and Affidavit of Judgment ("Notice"). *Id. at p.1.* Respondent mailed the Notice via United States Postal Service ("USPS") Certified Mail to Appellant and

his Arizona counsel. *Id. at pp. 11-29.* Appellant's Arizona counsel received the Notice on February 11, 2019. *Id. at p. 41.* However, Respondent was not able to obtain a return receipt or other proof that the certified mail was delivered to Appellant. *Id.* While it was not required to do, Respondent continued to try to deliver the Notice and a licensed process server personally served Appellant with the Notice on June 6, 2019. *Id.*

On July 9, 2021, Appellant filed a MOTION TO STRIKE OR RELIEF FROM VOID JUDGMENT and contended the Arizona judgment had expired and that delayed service of the Notice should have prevented Respondent's Application from acting as a valid entry of judgment in Nevada. *A. App at p. 31.* Respondent opposed Appellant's motion and argued the underlying Arizona Judgment became a valid Nevada Judgment when Respondent filed the Application in the district court. Respondent also filed proof it provided the requisite notice. *A. App at p. 40.* The district court ordered the parties file supplemental briefs addressing when the foreign judgment becomes effective. *A. App at p. 120.* Respondent filed its Supplemental Brief on January 2, 2020. *A. App. at p. 121.* Appellant filed his supplemental brief on February 25, 2020. The district court held a hearing on February 27, 2020 and it entered a written order denying Appellant's motion on June 4, 2020. *Id. at pp. 159-160.* Appellant filed his Notice of Appeal on June 2, 2020. *Id. at p. 161.* [1]

SUMMARY OF THE ARGUMENT

The judgment of the district court must be affirmed because NRS § 17.350 provides:

> An exemplified copy of any foreign judgment may be filed with the clerk of any district court of this state. The clerk shall treat the foreign judgment in the same manner as a judgment of the district court of this state. A judgment so filed has the same effect and is subject to the same

[1] 1. NRAP 30 provides that counsel have a duty to confer and attempt to reach an agreement concerning a possible joint appendix. Appellant's counsel never contacted Respondent's counsel to confer about the Appendix. For the convenience of the Court, Respondent's counsel cites to Appellant's appendix.

> procedures, defenses and proceedings for reopening, vacating or staying as a judgment of a district court of this state and may be enforced or satisfied in like manner.

In *Trubenbach v. Amstadter*, 849 P.2d 288, 290 (1993) the Nevada Supreme Court held " ... when a party files a valid foreign judgment in Nevada, it constitutes a new action for the purposes of the statute of limitations ... " The *Trubenbach* court specifically held "...the operative date for the entry of the foreign judgment was the "date on which a valid foreign judgment is registered in Nevada." *Id.* at 298. Further, like this case, the foreign judgment was valid and enforceable in the state where the judgment creditor had obtained the judgment and it became a valid Nevada Judgment. *Id.* However, when the judgment creditor took efforts to collect the Nevada Judgment, the underlying foreign judgment had expired in the state the creditor obtained the judgment; and, thus, the Judgment Debtor argued the Nevada Judgment was no longer enforceable. *Id.* The *Trubenbach* Court rejected the Judgment Debtor's argument and held: (1) the foreign judgment was enforceable when the Application for Foreign Judgment was file with the district court, (2) the foreign judgment then became a Nevada Judgment, and (3) the Nevada Judgment was subject to Nevada's six-year statute of limitations on the enforcement of judgments. The facts here a plainly in line with the facts of *Trubenbach* and it is clear Respondent created a valid Nevada Judgment when it filed its Application.

Even though *Trubenbach* clearly governs and affirms the validity of Respondent's Nevada Judgment, Appellant tried to avoid this result by making inaccurate statements of fact and law, and other improper arguments. Thus, Appellant's appeal must fail and the district court's order must be affirmed.

ARGUMENT

I. STANDARD OF REVIEW

Appellant is appealing the district court's order deny his MOTION TO STRIKE OR RELIEF FROM VOID JUDGMENT, which was governed by NRCP

60(b). *A. App at p. 135.* It is well established that motions for relief from a void judgment are governed by NRCP 60(b) and district court orders denying such motions will not be disturbed absent an abuse of discretion. *Bianchi v. Bank of Am., N.A.*, 124 Nev. 472, 474 (2008). In his Opening Brief, it appears Appellant confusing cites to a few cases and it appears he may be asserting the Court should review the district court's order *de novo.* If so, that assertion is without merit.

II. BASED ON NEVADA LAW, THE FOREIGN JUDGMENT ENTERED ON MAY 5, 2014 WAS VALID AND ENFORCEABLE ON FEBRUARY 2, 2019, IT DID NOT HAVE TO BE RENEWED, IT BECAME VALID AND ENFORCEABLE WHEN RESPONDENT FILED THE APPLICATION, RESPONDENT PROVIDED THE NOTICE REQUIRED PER NRS 17.360, AND APPELLANT'S ARGUMENTS TO THE CONTRARY LACK MERIT.

A. The Foreign Judgment Entered On May 5, 2014 Was Valid And Enforceable On February 2, 2019

NRS § 17.350 provides:

> An exemplified copy of any foreign judgment may be filed with the clerk of any district court of this state. The clerk shall treat the foreign judgment in the same manner as a judgment of the district court of this state. A judgment so filed has the same effect and is subject to the same procedures, defenses and proceedings for reopening, vacating or staying as a judgment of a district court of this state and may be enforced or satisfied in like manner".

In *Trubenbach v. Amstadter*, 849 P.2d 288, 290 (1993) the Nevada Supreme Court held "...when a party files a valid foreign judgment in Nevada, it constitutes a new action for the purposes of the statute of limitations ...." In addition, the Court the operative date for the entry of the foreign judgment was the "date on which a valid foreign judgment is registered in Nevada." *Id.* at 298.

The facts in *Trubenbach* are on all fours with this case. In *Trubenbach*, the California Superior Court had awarded a $ 135,688.68 judgment to Plaintiff on

December 17, 1974 (the "CA Judgment"). *Id.* at 298-301. Between December 17, 1974, and October 24, 1983, Defendant satisfied a portion, but not all, of the CA Judgment. *Id.* After Defendant moved to Nevada around 1980, Plaintiff timely renewed the CA Judgment in California. *Id.* Plaintiff never formally enforced the CA Judgment in California and Defendant made certain monthly payments to Plaintiff between December 1, 1988, and November 8, 1989. *Id.* On November 9, 1989, Defendant died in Nevada, and at the time of his death, he was a Nevada resident. *Id.*

Plaintiff timely filed a creditor's claim in Nevada, claiming Defendant still owed her $ 187,350.19 pursuant to the CA Judgment. Id. However, Defendant's Estate denied the claim and asserted the Nevada statute of limitations had expired. *Id.* Thus, on July 17, 1991, Plaintiff filed a notice of foreign judgment in the district court. *Id.* Importantly, the CA Judgment was valid and enforceable in California on the date that Plaintiff filed her notice of foreign judgment in district court. *Id.* The parties dispute centered on when the Nevada statute of limitations commences to run for the enforcement of a foreign judgment under the Uniform Enforcement of Foreign Judgments Act ("UEFJA"), NRS 17.330 to 17.400, inclusive. *Id.* The Court held Nevada's six-year statute of limitations period starts to run on the date on which a valid foreign judgment is registered in Nevada. *Id.*

In reaching this conclusion, the Court noted that three cases from sister states examining the UEFJA were instructive. *Id.* For example, the Court considered the decision in *Producers Grain Corporation v. Carroll*, 546 P.2d 285 (Okla. Ct. App. 1976). In *Carroll*, the plaintiff filed a foreign judgment under the Oklahoma UEFJA more than three years, but less than five years, after it was entered. *Id.* (internal citations omitted). The *Trubenbach* Court noted the *Carroll* court studied a statute similar to NRS 17.350 and stated that "under this provision the mere act of filing, in substance, transfers the properly authenticated foreign judgment into an Oklahoma

judgment." *Id.*

The Court also considered the decision in *Hunter Technology, Inc. v. Scott*, 701 P .2d 645 (Colo. Ct. App. 1985). In *Hunter Technology*, the Colorado Court of Appeals held that the mere filing of a valid foreign judgment creates a judgment in the sister state. *Id.* (internal citations omitted and emphasis added). The Court noted that Plaintiff had obtained a judgment in California in February, 1975, and registered it in Colorado in April, 1983. *Id.* The *Hunter Technology* Court held that the Plaintiffs simple act of filing made the foreign judgment identical to a Colorado judgment for all purposes. *Id.* Finally, the *Hunter Technology* court pointed out that "the Uniform Act has no time deadlines for filing." *Id.* Thus, the *Hunter Technology* court concluded the statute of limitations did not apply to the creditor's filing in Colorado. *Id.*

Finally, the Court considered *Pan Energy v. Martin*, 813 P.2d 1142 (Utah 1991); which is indistinguishable from the case at bar. *Id.* In *Pan Energy*, plaintiff obtained an Oklahoma judgment in September, 1982. *Id.* (internal citations omitted). Plaintiff subsequently registered the judgment in Utah under Utah's version of the UEFJA in August, 1987. *Id.* The Oklahoma Judgment was valid and enforceable under Oklahoma law for a period of five years and it became "dormant" in Oklahoma one month after Plaintiff filed it under the UEFJA in Utah. *Id.* The Utah Supreme Court determined the August 1987 registration was valid and, therefore, it created a new created a new Utah judgment that was governed by the Utah's eight-year statute of limitations on judgments. *Id.*

The *Trubenbach* Court followed *Pan Energy, Hunter Technology, and Carroll* and held when a party files a valid foreign judgment in Nevada, it constitutes a new action for the purposes of the statute of limitations. *Id.* Thus the Court determined that when Plaintiff filed a notice of a valid foreign judgment in district court in July, 1991, the six-year statute of limitations set forth in NRS 1 1 .190(l)(a) was triggered.

Id. The Court concluded that since the six-year statute of limitations had not expired, the Plaintiffs claim was valid and enforceable in Nevada.

In this case it is undisputed the Arizona Judgment was valid until May 4, 2019. Thus, when Respondent filed the Notice of Foreign Judgment on February 5, 2019 the Arizona Judgment was valid and enforceable in Arizona. When Respondent filed the Application for Registration of Foreign Judgment on February 5, 2019, it obtained a new Nevada Judgment that is subject to the six-year statute of limitations.

Again, it is important to note this case is indistinguishable from *Pan Energy, supra.* First, like the Plaintiff's Oklahoma Judgment in *Pan Energy*, the Arizona Judgment in this case was valid and enforceable on the day Respondent filed the Application for Foreign Judgment with the district court. Second, like the Oklahoma Judgment in *Pan Energy*, the Arizona Judgment in this case became a new, valid, and enforceable Nevada Judgment immediately upon the filing of the Application with the district court; and like all Nevada judgments, it is subject to the six-year statute of limitations. Third, like the Oklahoma Judgment in *Pan Energy* that became a valid Utah Judgment, even though it expired and became dormant in Oklahoma one month later; the Arizona Judgment in this case immediately became a Nevada Judgment when Respondent filed the Application and it did not matter that the Arizona Judgment expired in Arizona three months later. Finally, like the Oklahoma Judgment in *Pan Energy,* the Arizona Judgment in this case did not have to be renewed because it was still valid on the day the Respondent filed the Application with the District Court.

In this regard, it is also important to note that NRS 17.350 relates to the effectiveness and validity of the foreign judgment; and, on its face, it does not contain any provision relating to personal service of the Notice of Foreign judgment. This section makes it clear that once an exemplified copy of a foreign judgment is filed with the district court, the clerk must treat the foreign judgment as though it was a

judgment of the district court. This section also states that a foreign judgment has the same effect and is subject to the same procedures, defenses and proceedings for reopening, vacating or staying as a judgment of a district court of this state and may be enforced or satisfied in like manner. It is clear that NRS 17.350 provides that a foreign judgment becomes a new Nevada Judgment upon the filing of the Application with the district court.

It is also important to emphasize that the creation of the new Nevada Judgment is not predicated on personal service of Defendant. In this regard, it is important to point out that NRS 17.360 provides that no execution or other process for enforcement of a foreign judgment may issue until 30 days after the date of mailing the notice of filing. This section allows time for the judgment debtor to receive the Notice and, if appropriate, to oppose the domestication of the foreign judgment as a Nevada judgment.

It is also important to note NRS 17.360 does not require a Judgment Creditor to personally serve the Judgment Debtor with the Notice of the Filing of Foreign Judgment. NRS 17.360 only requires the Judgment Creditor to mail notice of the filing of the Judgment to the Judgment Debtor, and the attorney who represented the Judgment Debtors, each at his or her last known address by certified mail, return receipt requested. (*See NRS 17.360 for required contents of Notice and other documents to be mailed*). In this case, there is no dispute that Respondent complied with the requirements of NRS 17.360. Thus, Respondent was not required to personally serve Appellant with a copy of the Notice of Filing of Foreign Judgment and/or other documents described in NRS 17.360. Respondent has repeatedly stated: (1) it chose to personally serve Appellant with the Notice, (2) such service was not required, and (3) such service did not change the fact that the Arizona Judgment became a Nevada Judgment upon Respondent's filing of the Application. *A. App. at p. 127.*

B. Appellant's Arguments That the Arizona Judgment Expired and That It Did Not Become a Valid and Enforceable Nevada Judgment Lack Merit

In arguing the Arizona Judgment is not entitled to full faith and credit under the UEFJA, and therefore, is not a valid Nevada Judgment, Appellant makes a scatter shot collection of faulty arguments. In making these arguments, Appellant ignores, avoids, and/or tries to change the facts and applicable law. Appellant confuses this straightforward matter by: (1) misstating the facts or making false statements of fact; (2) making incorrect assertions about the renewal of the Arizona Judgment and its validity when Respondent filed the Application, (3) raising new arguments he did not make in the district court, (4) making untenable hearsay arguments related to the settlement agreement that preceded the Arizona Judgment; which would require the Court to look behind the face of the Arizona Judgment and make a prohibited inquiry into the merits of the Arizona Judgment, (5) making misstatements of fact and law related to personal service of the Notice, (6) grossly misconstruing case law and other authorities, (7) offering citations to authorities that are clearly taken out of context, that are not applicable, and/or which do not support his case, (8) making inaccurate arguments about his purported denial of due process and other arguments that are not supported by any authority at all (these nine categories of improper arguments may be collectively referred to as "Appellant's Faulty Arguments." Respondent will address each of Appellant's Faulty Arguments in this section. However, Appellant raises the same faulty arguments in support of other arguments, including his arguments that the Nevada Judgment, the UEFJA, and/or the application of the UEFJA violated his rights to due process. Thus, where necessary, Respondent may repeat and/or incorporate these arguments below in responses to other arguments raised by Appellant.

1. Appellant Makes Multiple Misstatements of Fact or False Statements of Fact

a. Appellant Falsely Claims the Settlement Agreement Governed the Arizona Judgment

On pages 3-6, 13, 14, 16, 20, and 21, Appellant repeatedly states it is a fact that the Arizona Judgment was governed by a Settlement Agreement. Appellant's claims include the following:

(i) *The parties understood that the judgment would be collectible for only five years, and only in Arizona. There was no agreement to allow for the renewal of the judgment or allow it to be filed in Nevada.*

(ii) The judgment was governed by agreement and expired five years later pursuant to Arizona law on May 5, 2019. Therefore, Respondent can no longer collect upon the Judgment. Any collection efforts would be barred after that date.

(iii) The judgment expired in Arizona, and Appellant was foreclosed from challenging the judgment in Arizona. As such, the settlement agreement should have been applied, Respondent domesticated the expired Arizona judgment.

(iv) The critical factor in this case is the judgment is expired and no longer enforceable under the laws of the forum state Arizona and Appellant has lost his due process rights to contest the judgment in Arizona pursuant to the agreement entered by the parties

Appellant's claim that these are statements of fact regarding the relationship between the Settlement Agreement and the Arizona Judgment lack merit, are disputed by Respondent, and are not supported by admissible evidence in the record on appeal. First, the Settlement Agreement is not part of the record on appeal and it was not introduced the proceedings below. The only support that Appellant has offered is Appellant's hearsay statement in the Declaration supporting the Supplement requested by the district court, where he makes the vague, self-serving, conclusory statement that the Judgment would be collectible for only five years and any collection efforts would be barred following May 2019. Appellant did not argue below that: (1) the parties understood that the judgment would be collectible for only five years, (2) it would only be collectible in Arizona, (3) there was no agreement to allow for the renewal of the judgment or allow it to be filed in Nevada, the judgment

was governed by agreement and expired five years later pursuant to Arizona law on May 5, 2019, and (4) Respondent can no longer collect upon the Judgment because of the Agreement. Appellant's attempts to cite to the record below are extremely misleading. There is nothing on the face of the Arizona Judgment that indicates that the Arizona Judgment was not a complete and valid judgment and that Respondent did not have the full rights of the judgment holder, including the right to domesticate the judgment under the UEFJA.

b. Appellant Falsely Claims the Judgment Expired and Could Not Be Domesticated in Nevada

Appellant falsely claim the Arizona Judgment expired on several pages, including pages 3, 4, 8, 15. The undisputed record clearly shows the Arizona Judgment was valid and enforceable for at least five (5) years and that the earliest it could have expired was May 4, 2019. Respondent filed the Application of Foreign Judgment on February 5, 2019. Thus, the Arizona Judgment had not expired when Respondent filed the Application and when it filed the Affidavit of Service of Notice on February 6, 2019 proving it complied with NRS 17.360.

c. Appellant Falsely Claims Respondent Failed to Verify to the Court That Notice Was Given and That Respondent Failed to Comply with NRS 17.360

Again, the undisputed record clearly shows Respondent filed the Application of Foreign Judgment on February 5, 2019 and the Affidavit of Service of Notice on February 6, 2019 proving it complied with NRS 17.360.

2. Appellant Makes False Assertion About Respondent's Failure to Renew the Arizona Judgment

On several pages, including pages 2, 4, 5, and 8, Appellant makes the false assertion that Respondent was required to renew the Arizona Judgment. Once again, it is clear, the Arizona Judgment was valid and enforceable when the Application of Foreign Judgment was filed and there was no requirement that Respondent renew the Arizona Judgment in Arizona.

3. Appellant Has Raised New Arguments, He Did Not Make In The District Court

In addition to the arguments about the relationship between the Settlement Agreement and the Judgment mentioned above, Appellant also claims for the first time that Respondent did not send the Nevada domestication notice to a viable mailing address, as required by NRS 17.360 and that Appellant's last known address was very simple to find because Appellant is a practicing attorney, Respondent did not mail the notice to Appellant's last known address. Instead, Respondent mailed the Notice to an address that is five-years old. These arguments were not raised in the district court and there is no evidence in the record to support these conclusory allegations. To the contrary, Appellant did a background search and understood it mailed the Notice to the last known address. This is not a valid point for appeal.

4. Appellant's Hearsay Claims About the Relationship Between the Settlement Agreement and Arizona Judgment Would Require the Court to look behind the face of the Arizona Judgment and make a prohibited inquiry into the merits of the Arizona Judgment

Appellant's arguments relating to the relationship between the Settlement Agreement and the Judgment would require the Court to conduct an inquiry into the merits of the Arizona Judgment. Such an inquiry is prohibited by the Full, Faith and Credit Clause. *Pirtek USA, LLC v. Whitehead, 51 So. 3d 291, 295-296 (Ala. 2010).*

5. Appellant Makes Numerous Misstatements Fact and Law Related To Personal Service of the Notice.

On several pages, including pages 6, 17, 18, and 21, Appellant contends the Nevada Judgment is not valid because Respondent only served him with the Notice of Foreign Judgment after the Arizona Judgment expired. However, NRS 17.360 does not require personal service. Further, the Court's holding in *Trubenbach v. Amstadter*, 849 P.2d 288, 290 (1993) clearly states the operative date for the entry of the foreign judgment is the "date on which a valid foreign judgment is registered in

Nevada." *Id.* at 298. Further, NRS 17.360 does not require personal service of the Notice. Thus, Appellant's contention in this regard is without merit.

6. Appellant Grossly Misconstrues Case Law and Other Authorities; And

7. Appellant Offers Citations To Authorities That Are Clearly Taken Out Of Context, That Are Not Applicable, And/or Which Do Not Support His Case

Appellant cites to numerous cases and argues that a Foreign Judgment should not be given full faith and credit if the judgment was invalid or unenforceable. *See e.g.,* pages 8, 9, and 10. Respondent does not dispute that a judgment that is invalid and unenforceable is not entitled to full faith and credit. However, in this case the Arizona Judgment was not invalid or unenforceable. Thus, Appellant has misconstrued these cases, taken certain quotes out of context, and/or cited cases that do not support his argument. *See e.g., Opening Brief at pp. 8-14 misconstruing City of Oakland v. Desert Outdoor Advert., Inc., 127 Nev. 533, 537, 267 P.3d 48, 50-51 (2011); Bianchi v. Bank of Am., N.A., 124 Nev. 472, 476, 186 P.3d 890, 892-93 (2008); Trubenbach, supra; Pan Energy, supra; and Pirtek USA, LLC v. Whitehead, 51 So. 3d 291, 295 (Ala. 2010).*

a. Appellant Wrongfully Argues Court Can Set Aside Domestic Judgment Under FF&C Based on Claim That Judgment Violates Agreement of Parties.

On page 13 of his Opening Brief, Appellant argues that several courts have refused to recognize a foreign judgment where the there is a contrary agreement between the parties. However, the cases cited by Appellant are irrelevant because they do not relate to domestic judgments under the FF&C provision. Instead, the cases relate to state specific laws regarding the ***enforcement of foreign judgments from foreign countries.*** Thus, these cases are irrelevant to the case at bar.

8. Appellant Makes Inaccurate Statements of Fact and Law in Support of His Claim That He Was Denied Due Process.

Appellant makes multiple inaccurate statements of fact and law in connection with his claim that he was denied due process. He also makes certain arguments that are not supported by any authority at all. First, Appellant makes the conclusory and unsupported argument that he was denied due process because he did not receive notice of the foreign judgment until after the Arizona Judgment expired; which precluded him from asserting defenses in Arizona based on the Settlement Agreement. In support of these arguments, he claims Respondent failed give him proper notice. These arguments are indisputably false as the record clearly shows Respondent sent Appellant, and his attorney, the required Notice under NRS 117.360. Further, in the district court, Appellant never asserted Respondent did not comply with NRS 117.360. Page 6 of Appellant's Opening Brief includes an example of one of these indisputably false arguments, wherein Appellant states:

> *Finally, under Nevada law, the judgment creditor must upon filing the foreign judgment and affidavit, promptly give notice to the judgment debtor and verify to the court that the notice was given.* ***Respondent failed to verify to the Court that the notice was given. Respondent has admitted that any purported verification was not accomplished until four months after it had submitted pleadings to the district court to domesticate the Arizona Judgment.*** *Appellant (Judgment Debtor) has been a practicing attorney in Las Vegas, Nevada for over 25 years. His office has been and still is across from the Las Vegas Justice Center where the foreign judgment was filed.* ***Yet, Respondent delayed the domestication of the foreign judgment for four months without service on Appellant and after the expiration of the judgment in Arizona. This four-month delay was not "prompt" notice, nor was it timely verification.*** *In light of this fact,* ***Respondent failed to properly comply with the requirements of NRS 17.360****, causing Appellant severe prejudice.*(emphasis added).

The statements marked in ***bold italics*** above are plainly false. First, the record clearly and indisputably shows Respondent did not fail to verify to the Court that the required notice was given. Again, the record clearly and indisputably shows Respondent filed the Application of Foreign Judgment on February 5, 2019 and

Respondent filed an Affidavit of Service of Notice on February 6, 2019 that verified to the Court that the Respondent had complied with the Notice requirements of NRS 17.360. *A. App. at pp. 11-13.*

Second, Respondent has not admitted that the verification to the Court was not accomplished until four months after it had submitted pleadings to the district court to domesticate the Arizona Judgment. Appellant is clearly implying that Respondent was required to personally serve him with Notice of the Foreign Judgment and that it failed to satisfy this requirement until June 12, 2019, when its process server personally served Appellant. *A. App. at p. 30.* Appellant's contention is clearly erroneous because: (1) Respondent was not required to personally serve the Appellant, and (2) Respondent indisputably satisfied the Notice requirements of NRS 17.360 on February 6, 2019. *Id. at p. 29.*

Third, it cannot be disputed that Respondent did not delay the domestication of the foreign judgment for four months without service on Appellant and after the expiration of the judgment in Arizona. Again, as per NRS 17.350, *Trubenbach, supra,* and *Pan Energy, supra,* Respondent did not delay the domestication of Arizona Judgment for four months. In fact, the domestication of the Arizona Judgment was effective when Respondent filed the Application on February 5, 2019. Moreover, Respondent satisfied the notice requirements of NRS 17.360 on February 6, 2019.

Fourth, Appellant's contention that Respondent's inability to personally serve the Notice is evidence that Respondent did not provide "prompt" notice or timely verification is similarly without merit. It cannot be disputed that Appellant sent the requisite Notice to Appellant and his counsel the day after the Application was filed and at the same time it filed proof of service of the Notice with the district court. *A. App. at p. 29.*

Finally, as has been demonstrated numerous times, Appellant's contention that

Respondent failed to properly comply with the requirements of NRS 17.360 is indisputably false. Again, Respondent filed proof of compliance with NRS 17.360 on February 6, 2019. *A. App. at p.29.*

Based on the foregoing, Respondent submits the indisputable evidence shows the Arizona Judgment was valid and enforceable on February 5, 2019, it did not have to be renewed, it became valid and enforceable when respondent filed the application, respondent provided the notice required per NRS 17.360, and Appellant's arguments to the contrary lack merit. Thus, the Court must affirm the district court's order denying Appellant's Motion to Strike or Relief from Void Judgment.

III. APPELLANT'S ARGUMENTS THAT HIS RIGHT DUE PROCESS (AS-APPLIED) HAVE BEEN VIOLATED BY THE NEVADA JUDGMENT, AND THE UEFJA, ARE WITHOUT MERIT

Appellant contends his right to due process "as applied" has been violated. Parties challenging whether a statute violated due process can generally assert a "facial challenge," or an "as-applied" challenge. A "facial challenge" is one that alleges the statute is unconstitutional in all of its applications. *Wash. State Grange v. Wash. State Republican Party*, 552 U.S. 442 (2008). The Supreme Court disfavors "facial challenges" because the often rest on speculation. *Id.* By way of contrast, an "as-applied" challenge is one that alleges that a particular application of a statute is unconstitutional. *Gonzales v. Carhart*, 550 U.S. 124 (2007). If the Court determines that a statute is unconstitutional as applied, the Court will narrow the circumstances in which the statute may constitutionally be applied without striking it down. *Id.* To prevail on an "as applied challenge," Appellant is required to show a "present legal or equitable right and an adverse claim." *Sirrell v. State*, 146 N.H. 364 (2001). Appellant must show some action taken and that harm has been done before a statute will be invalidated. *Id.* The Appellant is required to prove the "practical operation and effect" of the district court's application UEFJA was unconstitutional. *Id.*

Appellant must show the statute is unconstitutionally disproportionate, as applied and he must show actual harm to himself. *Id.* The fact that the statute could be wrongfully applied to others is irrelevant. *Id.*

As a threshold issue, it is important to note Appellant repeats his contention that the Nevada Judgment and the UEFJA, as applied, denied him the opportunity pursue potential recourse or remedies in Arizona. In this regard, Appellant claims: (1) the Settlement Agreement governed the Arizona Judgment; (2) Respondent's actions violated the Settlement Agreement; (3) he was entitled to pursue remedies and/or recourse in Arizona for Respondent's breach of the Settlement Agreement; and (4) if he had been afforded the opportunity to pursue recourse in Arizona, the Arizona Courts would have held that, pursuant to the Settlement Agreement, Respondent did not have the right to renew the Arizona Judgment and/or take actions to domesticate the Arizona Judgment in Nevada.

Respondent disputes Appellant's contention that the Settlement Agreement governed the Arizona Judgment. As stated in Section II(B) above, Appellant's contentions regarding the relationship between the Settlement Agreement and the Arizona Judgment: (1) lack merit, (2) are disputed by Respondent, and (3) are not supported by admissible evidence in the record on appeal. Again, the Settlement Agreement is not part of the record on appeal and it was not introduced the proceedings below. Further, the only support that Appellant has offered is his hearsay statement in the Declaration supporting the Supplement requested by the district court, where he makes the vague, self-serving, conclusory statement that the Judgment would be collectible for only five years and any collection efforts would be barred following May 2019. *A. App. at p. 149.* In district court, Appellant did not argue: (1) the parties understood that the judgment would be collectible for only five years, (2) it would only be collectible in Arizona, (3) there was no agreement to allow for the renewal of the judgment or allow it to be filed in Nevada, (4) the judgment

was governed by agreement, (5) expired five years later pursuant to Arizona law on May 5, 2019, and (6) Respondent can no longer collect upon the Judgment because of the Agreement. Appellant's citations to the record below are extremely misleading.[2] There is nothing on the face of the Arizona Judgment that indicates it was not a complete and valid judgment and that Respondent did not have the full rights of the judgment holder, including the right to domesticate the judgment under the UEFJA.

Further, Appellant's arguments relating to the relationship between the Settlement Agreement and the Judgment would require the Court to conduct an inquiry into the merits of the Arizona Judgment. Such an inquiry is prohibited by the Full, Faith and Credit Clause. *Pirtek USA, LLC v. Whitehead, 51 So. 3d 291, 295-296 (Ala. 2010).*

With respect to his claims that the UEFJA and the Judgment violated his right to due process, it is important to note Appellant's arguments related the "legislative history" of the UEFJA do not support his claims that: (1) due process required Respondent to personally serve Appellant with the Notice of Foreign Judgment; and/or (2) that Appellant suffered actual harm as result of the failure to personally serve him. First, the legislative history cited by Appellant shows the legislature specifically considered the "notice" requirements that incorporated into NRS 17.360 and the legislature did not amend the UEFJA to require that a Judgment Creditor personally serve the Judgment debtor with the Notice of Foreign Judgment. *See Appellant's Opening Brief at pp. 17-18.* Second, as is stated above, Appellant has failed produce any evidence to support his self-serving claim that the Settlement Agreement governed the Arizona Judgment and that he was deprived of the ability to assert defenses under the Settlement Agreement in Arizona. Thus, Appellant did

[2] See e.g., Opening Brief at pp. 3-4 and fn. 8 and 9, misstating content of Supplement and Flangas Declaration at A.App. pp. 147-150.

not suffer any actual harm that shows the UEFJA, as applied to him, resulted in a violation of his due process rights.

Finally, it is important to observe that several courts have held that the UEFJA does not violate due process because it allows the Judgment Creditor to deliver the Notice of Foreign Judgment by certified mail as opposed to personal service. *See e.g., Rita Ann Distribs. v. Brown Drug Co.,* 164 Ohio App. 3d 145, 151-155 (2nd Dist. 2005) stating that the Supreme Court of Ohio has held that service of process by certified mail under Ohio R. Civ. P. 4 is consistent with due process standards where it is reasonably calculated to give interested parties notice of a pending action. The *Rita Ann Distribs* Court also noted that the Maryland Court of Appeals has indicated that service by certified mail comports with due process. *Id.* citing *Miserandino v. Resort Properties, Inc.* (1997), 345 Md. 43, 691 A.2d 208. In this case, Respondent complied with the requirements of NRS 17.360 and it effectively delivered Notice of the Foreign Judgment to the Arizona counsel who represented Appellant in the Arizona action that resulted in the entry of the Arizona Judgment. Thus, the delivery of Notice of Foreign Judgment to Appellant's counsel was consistent with due process. [3]

On pp. 18 and 19 of his Opening Brief, it appears that Appellant attempts to make an additional due process argument along the lines that the Nevada version of the Uniform Enforcement of Foreign Judgments Act provides that renewals of judgment must be made by filing an affidavit with the clerk of court 90 days prior to the expiration of the judgment. However, Appellant's statement do not constitute an argument. These statements are simply statements about the UEFJA and Respondent does not necessarily disagree with certain statements in this regard.

Beginning on p. 19 of the Opening Brief, Appellant appears to make an

[3]Appellant's reference to *Price v. Dunn*, 106 Nev. 100, 103, (1990), is misplaced as that case involved service by publication of the original summons and complaint and not service of a Notice of Foreign Judgment by certified mail.

additional due process argument based on the full faith and credit clause of the U.S. Constitution. In this regard, he states the defenses preserved by UEFJA, "and those available under NRCP 60(b)" are limited to those defenses that a judgment debtor may constitutionally raise under the full faith and credit clause and which are directed to the validity of the foreign judgment. He then speculates that a judgment debtor could be deprived of the ability to raise defenses under the UEFJA if the foreign judgment is valid, but not served until after the foreign judgment expires. He further speculates such a scenario would deny a judgment debtor of due process. Appellant further speculates:

> *When a party...files an UEFJA action in the new forum (Nevada), timing it to allow the original judgement to expire before the judgment debtor is served in Nevada, then the judgment creditor finally gives notice to the judgment debtor after his right to contest becomes moot, Appellant is deprived of due process under the UEFJA which accepts the judgement as valid and does not allow the judgment debtor to raise issues the originating forum would have heard.*

As is stated above, as Appellant is asserting an "as applied challenge," he must show, amongst other requirements, that he suffered actual harm. Appellant has failed to do so. As is state above, Appellant's argument is not based on the facts of this case and what actually happened in this case. His argument is based on a hypothetical judgment creditor, a hypothetical judgment debtor, hypothetical facts regarding the UEFJA application, and a hypothetical remedy available in Arizona. This hypothetical argument is fatal an "as applied" challenge. As is stated above, Respondent did not file an UEFJA action in Nevada and time it to allow the Arizona Judgement to expire before providing the required notice under the UEFJA. Respondent provided the required notice immediately after it filed the Application for Foreign Judgment. While it had no obligation to do so, Respondent made the additional effort to personally served the Appellant. Moreover, Appellant has not shown how the record, or any applicable authority, supports his claim that the settlement agreement governed the Arizona Judgment and that it provided him with

a remedy in Arizona of which he was wrongfully deprived. Thus, Appellant's argument that the application of the full faith and credit clause and/or Nevada's UEFJA, as applied, violated his right to due process is without merit.

On pages 20 and 21 of his Opening Brief, Appellant repeats his assertion that the settlement agreement governed the enforcement of the Arizona Judgment. He repeats his contention that the UEFJA, as applied, violated his right to due process because it precluded him from arguing, in Arizona, that the settlement agreement prohibited: (1) the renewal of the Arizona Judgment and; (2) the enforcement of the Arizona Judgment in Nevada in accordance with UEFJA. Again, Appellant has not shown how the record, or any applicable authority supports his claim that the settlement agreement governed the Arizona Judgment and that it afforded him a remedy in Arizona of which he was wrongfully deprived.

Appellant further argues that Respondent's purported delay in serving the Notice of Foreign Judgment violated due process. In support of this argument, Appellant argues that pursuant to the Court's holding in *Price v. Dunn*, 106 Nev. 100, 103 (1990), Respondent was required to exercise due diligence in notifying him about the pending action. Appellant also cites *Magliarditi v. TransFirst Grp., Inc.*, 2019 WL 5390470 (Nev.; October 21, 2019; No. 73889; unpublished) and *Callie v. Bowling*, 123 Nev. 181, 184, (2007) in support of this contention. Appellant further contends that Respondent failed to comply with Nevada law that required it to promptly give to the Appellant ***notice*** and verify to the court that ***notice*** was given. In this regard, Appellant further argues: (1) the ***personal service*** that occurred 122 days from filing of the Application for Judgment did not amount to ***prompt service***, (2) Respondent did not comply with NRS 17.360 because it "failed to verify to the Court that the notice of prompt service was given," (3) by the time he was personally served the Arizona Judgment had expired, and (4) as a result, "[t]here is no evidence of a valid judgement which now can be domesticated. Appellant goes on to make

unsupported assertions that: (1) Respondent timed its filing of the Application for Foreign Judgment so that Arizona Judgment would expire, and (2) it delayed providing notice to Appellant until after the Arizona Judgment expired and "after [Appellant] lost his right to contest the judgment in the originating state...." Appellant further claims: (1) Respondent's "timing" deprived him of due process because the UEFJA "accepts the judgement as valid and does not allow the issues the originating forum would have heard to be raised in the new forum; " and "[d]ue process does not allow a judgement be domesticated in Nevada and then expire under Arizona law prior to notice to Appellant in the Nevada action." Finally, Appellant argues that Respondent failed to exercise due diligence in sending the Notice to his last known address because: (1) the address to which the Notice was sent was not "viable," (2) Respondent should have known Appellant's last know address because he has practiced law in the same law office for years, and (3) the address to which the Notice was sent was five-years old. Appellant asserts Respondent's lack of due diligence resulted in violation of his due process rights and, therefore, the Nevada Judgment should have been voided per the full faith and credit clause.

Appellant's arguments that the purported delay in "service" of the Notice of Foreign Judgment violated his right to dues process were not raised below, they are grossly inaccurate as matter of fact and law, they were clearly intended to mislead the Court, they are disorganized and redundant, and they require a tedious response. First, Appellant first argues that pursuant to the Court's holding in *Price v. Dunn*, 106 Nev. 100, 103 (1990), Respondent was required to exercise due diligence in notifying him about the pending action. Several paragraphs later, he falsely describes how Respondent purported failed to exercise due diligence. It is first important to point out these arguments were not raised below. In this regard, it is important to point out that Appellant cites to page 171 of the Appendix as proof of this argument. However, page 171 is a page from the transcript of the hearing on Appellant's Motion

for Judgment Against Flangas Law Firm, Ltd. that was based on the law firm's failure to respond to garnishment interrogatories that took place on February 18, 2021 and the cited portion is only argument of counsel at that unrelated hearing that took place around two years after the order that is the subject of this appeal. Moreover, the holding in *Price* is not applicable here because *Price* involved the service of a summons and complaint by publication and the Plaintiff's related obligation to exercise due diligence in attempting to serve a summons and complaint via publication or otherwise. While a summons and complaint must be "personally served," NRS 17.360 does not require personal service of the Notice of Foreign Judgment. Instead, NRS 17.360 requires the Judgment Creditor to mail the notice to the Judgment Debtor's last known address and to the Judgment Debtor's attorney via certified mail. The Notice that is part of the record clearly shows Respondent complied with NRS 17.360. A.App. pp. 11-13.

Again, several paragraphs later, Appellant makes certain claims about Respondent's purported "timing" of its filing, its intentional delay in personally serving him, its purported failure to serve him at his last known address, and other arguments related Respondent's purported failure to exercise due diligence. Since these matters were not raised below, there is no evidence in the record to support these claims and there was no opportunity, or need, for Respondent to produce evidence in the district court to rebut these arguments in district court. Respondent plainly denies it "timed" its filings, delayed providing Notice under NRS 17.360, or failed it exercise due diligence. Lastly, Respondent reiterates it was not required to personally serve Appellant and the date of such service is wholly irrelevant to the validity of the Nevada Judgment.

Appellant also cites *Magliarditi v. TransFirst Grp., Inc.*, 2019 WL 5390470 (Nev.; October 21, 2019; No. 73889; unpublished) and *Callie v. Bowling*, 123 Nev. 181, 184 (2007). However, *Magliarditi* and *Callie* have not bearing on this case

because those cases involved the rights of third parties who were not parties to the original judgment and the Judgment Debtors' attempts to make the third parties liable for the original judgment violated the third parties' rights to due process.

Further, as is stated repeatedly above Respondent was not required to personally serve Appellant. Thus, his claims about service being delayed 122 days, Respondent's failure to verify notice of service, and Respondent's failure to comply with NRS 17.360 are without merit.

Lastly, Respondent reiterates that Appellant has failed to show he had a right to due process that was actually violated. As is stated previously, Appellant has not shown how the record, or any applicable authority supports his claim that the settlement agreement governed the Arizona Judgment and that it afforded him a remedy in Arizona of which he was wrongfully deprived.

In his final argument, Appellant cites to several cases that essentially uphold the well-established principal that a foreign judgment will not be entitled to full faith and credit if the Judgment Debtor can show: (1) the forum state lacked personal or subject matter jurisdiction, or (2) the Judgment Debtor was denied adequate notice and a reasonable opportunity to be heard. However, the cases cited by Appellant are clearly distinguishable from this case, and/or they do not support his contention that his right to due process was violated.

In this regard, Appellant again cites to *Callie*, 123 Nev. at 182. As stated above, *Callie* is distinguishable from this case because *Callie* involved the violation of the due process rights of a third-party who was made a party to the new Nevada Judgment even though she was not a party to the original judgment.

Importantly, *Sonntag Reporting Serv., Ltd. v. Ciccarelli*, 374 N.J. Super. 533, 538, 865 A.2d 747 (N.J. App. Div. 2005) is analogous to the case at bar and it is contrary to Appellant's argument. In *Sonntag,* the Appellate Division reversed the Law Division's order denying full faith and credit to the judgment of the forum state.

The Appellate Division pointed out that the Judgment Creditor had notice of the proceedings in the forum state and that he participated in the proceedings in the forum state. Thus, his right to due process was not violated. In this regard, it is not disputed that Appellant participated in the proceedings that resulted in the Arizona Judgment and there is nothing on the face of the Arizona Judgment that indicates it is not a complete judgment and that it should not be afforded all the rights that arise from a judgment, including the right to renew the judgment or domesticate the judgment under the UEFJA.

Finally, in *Brubaker v. Engines Direct Distribs., LLC*, 2016 Ariz. App. Unpub. LEXIS 1226, at *5-6 (Ariz. App. Sep. 29, 2016), the Court of Appeals reversed the Superior Court's decision that a Pennsylvania Judgment was entitled to enforcement in Arizona pursuant to the UEFJA and the full faith and credit clause. The Court of Appeals determined there was no evidence in the record that showed the Judgment Creditors were served with process in accordance with the Pennsylvania Rules of Civil Procedure. Thus, the Court of Appeals held the Pennsylvania Judgment was not enforceable because it was obtained without notice to the Judgment Debtors. The holding in *Brubaker* is relevant in this case because the evidence in this case clearly shows Appellant received notice of the Arizona case, he participated in the case, and he stipulated to the Arizona Judgment.

Finally, it is important to note the *Brubaker* court stated, "it is well established that foreign judgments are presumed valid, and the party challenging the foreign judgment bears the burden of proof in challenging the judgment...." (internal citations omitted). A duly authenticated judgment of a sister state is prima facie evidence of that state's jurisdiction to render it and of the right which it purports to adjudicate. *Id.* In this case, it is clear the Arizona Judgment was a valid and enforceable judgment and it was properly domesticated in Nevada in accordance with the UEFJA. Thus, the district court clearly did not abuse its discretion in

denying Appellant's Motion to Strike and/or Void the Judgment, and its Order must be affirmed.

In addition to his arguments that Judgment and the UEFJA violated his right to due process, Appellant argues his due process rights were violated because the Arizona Judgment was not renewed and it is expired. In support of this argument, Appellant once again cites several cases which contain correct statements of the law; however, these cases are not relevant to the case at bar.

For example, Appellant cites to *Leven v. Frey*, 123 Nev. 399, 400 (2007) and NRS 17.214, which he claims sets forth mandatory requirements of filing, recording, and service of the affidavit. However, these authorities are not relevant because this case does not involve the renewal of a Nevada Judgment. Appellant also cites certain Arizona authorities that purportedly relate to judgment renewal requirements in Arizona. As is mentioned repeatedly above, the Arizona Judgment was valid and enforceable when Respondent filed the Application for Foreign Judgment and it immediately became a Nevada Judgment. Thus, Respondent was not required to renew the Arizona Judgment. Thus, the Arizona authorities relating to the renewal of an Arizona Judgment are irrelevant.

In addition to the foregoing arguments about the violation of his due process rights, Appellant makes the novel argument that the full faith and credit clause of the U.S. Constitution is unconstitutional, as applied. Once again, Appellant cites to cases which contain correct statements of the law; however, these cases are not relevant to the case at bar. After citing authorities that generally describe the fundamental right to due process, Appellant repeats his argument that Appellant was not given adequate notice until after the judgment had expired in Arizona depriving Appellant his due process rights to contest the enforceability of the judgment under the Arizona agreement. Once again, Respondent points to the record on appeal that clearly shows it complied with the Notice requirements of NRS 17.360. Respondent also points out

that personal service of the Notice was not required. Respondent denies it "timed" the filing the Application or the personal service of the Notice and there is no evidence in the record to support Appellant's arguments that Respondent intentionally denied Appellant of any rights. Moreover, Respondent denies: (1) the rights it obtained via the Arizona Judgment were limited by the settlement agreement, or in any other way, (2) the settlement agreement provided Appellant with any right to contest the enforcement and/or extension of the Arizona Judgment, (3) it had any reason to know that Appellant would conjure up such an argument, and/or (4) it "timed" its actions to deprive Appellant of remedies in Arizona. In fact, the Arizona Judgment does not contain any language that could be interpreted to limit the rights it afforded to the Respondent and there is no evidence that: (1) Respondent had any reason to know Appellant would conjure up an argument to limit the enforcement of the judgment; and/or (2) the rights afforded by the Arizona Judgment were limited by the settlement agreement, or in any other way.

Appellant correctly states that in *City of Oakland,* the Court noted that not all judgments are entitled to full faith and credit in Nevada and that the Court identified defense that could be assert by a Judgment Creditor. However, Appellant cannot show he can rightfully assert any of the defenses set forth in *City of Oakland.*

In support of his claim that his right to due process was violated, Appellant correctly notes that parties can bargain for and agree to a limitations period that is shorter than the period provide for by law. However, once again, Respondent denies that it agreed to: (1) a shorter limitations period, (2) not renew the Arizona Judgment, (3) not domesticate it in Nevada, or (4) any other limitation on its rights as the holder of an Arizona Judgment. Moreover, Appellant did not raise these arguments in district court, there is no evidence in the record showing the parties agreed to a shorter limitations period (or any other limitation on Respondent's rights as a the holder of an Arizona Judgment), the face of the Arizona Judgment does not indicate

it is subject to a shorter limitations period, and since the issue was not raised in district court, Respondent did not have the opportunity, or the need, to present evidence in district court that rebuts Appellant's self-serving claim.

CONCLUSION

For all the foregoing reasons, Appellant Perfekt Marketing, LLC respectfully submits the judgment of the district court must be affirmed.

DATED: June 29, 2021 THE LAW OFFICE OF VERNON NELSON

By: */s/ Vernon Nelson*

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CERTIFICATE OF COMPLIANCE

I HEREBY CERTIFY that this brief complies with the formatting requirements of NRAP 32(a)(4), the typeface requirements of NRAP 32(a)(5) and the type style requirements of NRAP 32(a)(6) because this Reply Brief has been prepared in a proportionally spaced typeface using Microsoft Word in Times New Roman and 14 point font size.

I FURTHER CERTIFY that this Reply Brief complies with the page or type-volume limitations of NRAP 32(a)(7) because, excluding the parts of the answer exempted by NRAP 32(a)(7)(C) it is proportionally spaced, has a typeface of 14 points or more and contains 9875 words.

FINALLY, I CERTIFY that I have read this **Respondent's Reply Brief**, and to the best of my knowledge, information, and belief, it is not frivolous or interposed for any improper purpose. I further certify that this answering 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 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 accompanying answer is not in conformity with the requirements of the Nevada Rules of Appellate Procedure.

DATED this 29th day of June, 2021

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I am an employee of The Law Office of Vernon Nelson, and that on the 29th day of June, 2021, I caused to be served a true and correct copy of the foregoing **RESPONDENT'S REPLY BRIEF** in the following manner: Electronic Service of the document shall be made in accordance with the Master Service List as follows:

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