

STATE OF MICHIGAN
COURT OF APPEALS

MANUFACTURERS LEASE PLANS, INC.,

Plaintiff-Appellee,

v

FRONT PAGE DELI, L.L.C. and BRIDGET K.
SAGMANI,

Defendants-Appellants.

UNPUBLISHED

July 24, 2012

No. 304831

Oakland Circuit Court

LC No. 2011-118557-CZ

Before: DONOFRIO, P.J., and RONAYNE KRAUSE and BOONSTRA, JJ.

PER CURIAM.

Defendants appeal by right the trial court's order granting plaintiff's motion to enforce a judgment issued by a Kansas court. We affirm.

Issues involving the applicability of the Uniform Enforcement of Foreign Judgments Act (UEFJA), 691.1171 *et seq*, and the Full Faith and Credit Clause, US Const, art IV, § 1, are reviewed de novo. *Hare v Starr Commonwealth Corp*, 291 Mich App 206, 214; ___ NW2d ___ (2011). Under the United States Constitution:

Full Faith and Credit shall be given in each State to the public Acts, Records, and judicial Proceedings of every other State. And the Congress may by general Laws prescribe the Manner in which such Acts, Records and Proceedings shall be proved, and the Effect thereof. [US Const, art IV, § 1.]

Consequently, a judgment entered in another state is “presumptively valid and subject to recognition in Michigan,” *Hare*, 291 Mich App at 216 (internal quotation omitted), and it will “be given the same effect that it has in the state of its rendition,” *Blackburne & Brown Mtg Co v Ziomek*, 264 Mich App 615, 620; 692 NW2d 388 (2004) (internal quotation omitted).

To be enforceable, “the foreign judgment must have been entered by a court with jurisdiction over the parties and the subject matter.” *Id.* at 621. Therefore, a foreign judgment may be collaterally attacked as void for want of jurisdiction. *Id.* at 620-621. However, res judicata among sister-states applies to jurisdictional issues. *Underwriters Nat'l Assurance Co v North Carolina Life & Accident & Health Ins Guaranty Ass'n*, 455 US 691, 706-707; 102 S Ct 1357; 71 L Ed 2d 558 (1982). Accordingly, if the issue of jurisdiction was fully and fairly litigated in the court that rendered the judgment, the decision regarding jurisdiction is likewise

entitled to full faith and credit in the enforcing state. *Id.*; see also *Johnson v Haley*, 357 Mich 411, 416-417; 98 NW2d 555 (1959). It is the burden of the party challenging enforcement to prove that the judgment of a sister-state court is void for want of jurisdiction. *California v Max Larsen, Inc*, 31 Mich App 594, 597; 187 NW2d 911 (1971).

Defendants argue that the Kansas court lacked jurisdiction. Defendant Sagmani, however, fully and fairly litigated the issue of jurisdiction in the Kansas court. She filed three documents in Kansas in which she specifically asked the Kansas court to determine that it did not have jurisdiction, and she additionally asserted that the Kansas court lacked jurisdiction in response to a motion to strike filed by plaintiff. One of those documents was stricken, but her jurisdictional arguments were nevertheless fully raised in the Kansas court. In the absence of any indication to the contrary, we decline to speculate that the Kansas court would have inexplicably declined to consider them. Therefore, Sagmani is bound by the Kansas court's jurisdictional decision. *Underwriters Nat'l Assurance Co*, 455 US at 706; *Johnson*, 357 Mich at 416-417.

We are less sure whether Front Page Deli was able to fully and fairly address the jurisdictional issue in the Kansas court. Sagmani claimed to have filed her documents on behalf of Front Page Deli. However, Sagmani was not an attorney and, under Kansas law, a non-attorney may not file court documents on behalf of a corporation. *Atchison Homeless Shelters, Inc v Atchison Co*, 24 Kan App 2d 454, 455; 946 P2d 113 (1997). Accordingly, the Kansas court struck the answer, affirmative defenses, and demand for bill of particulars submitted on Front Page's behalf. It is therefore difficult for us to conclude that Front Page Deli's jurisdictional arguments were fully and fairly litigated as required by *Underwriters Nat'l Assurance Co*, 455 US at 706, however neither defendant appeared at the hearing in Kansas at which they were defaulted.

Nevertheless, a judgment entered in another state is presumed to be valid and therefore given the same effect in Michigan as it would have in that other state. *Hare*, 291 Mich App at 216-217. Because the judgment is presumed valid, defendants bore the burden of proving that the Kansas judgment was void for lack of jurisdiction. *Max Larsen, Inc*, 31 Mich App at 597-598. Their attack on the Kansas court's jurisdiction entails an unsubstantiated claim by Sagmani that her signature was forged. There is no proof to support this claim, and such an unsupported claim does not overcome the presumption that the Kansas judgment is valid. *Hare*, 291 Mich App at 216; *Max Larsen, Inc*, 31 Mich App at 597-598.

Front Page Deli also claims that it was not properly served in the Kansas litigation. However, the Kansas court expressly determined that service was proper. "The purpose of the Full Faith and Credit Clause 'is to prevent the litigation of issues in one state that have already been decided in another.'" *Hare*, 291 Mich App at 217 (internal quotation omitted). Because the Kansas court has already decided that service was proper, under the full faith and credit clause, we decline to revisit the matter. We also note that, from the available record, it appears Front Page Deli did receive notice. Sagmani filed documents in the Kansas suit on Front Page Deli's behalf and Front Page Deli engaged a Michigan attorney who was in contact with plaintiff during the Kansas litigation.

Lastly, Front Page Deli argues that the trial court erred by failing to hold a hearing to determine whether or not there had been proper service. Such a hearing was not requested in the lower court and on appeal Front Page Deli offers no authority to suggest that such a hearing was required. We conclude that the trial court did not err in failing to sua sponte conduct a hearing on the issue of service.

Affirmed.

/s/ Pat M. Donofrio

/s/ Amy Ronayne Krause

/s/ Mark T. Boonstra