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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

MEDICAL PROVIDER FINANCIAL CORPORATION II, a Nevada corporation, and MEDICAL CAPITAL CORPORATION, a Nevada corporation,
Plaintiffs,
v.
SAN DIEGO CENTER FOR WOMEN'S HEALTH AND PRIMARY CARE MEDICAL GROUP, INC., a California corporation; ROSALYN BAXTER-JONES, M.D., an individual,
Defendants.

Case No.: 07-mc-00413
ORDER DENYING APPLICATION FOR RENEWAL OF JUDGMENT

An application for renewal of judgment has been submitted in the above-captioned action by E.D.S. Financial Services, Inc. ("EDS"), assignee of record of a foreign judgment previously registered in this Court by judgment creditors Medical Provider Financial Corporation II, a Nevada corporation, and Medical Capital Corporation, a Nevada corporation (the "judgment creditors"). For the reasons discussed below, the Court will deny the application.

1 On September 25, 2006, an order for judgment by default was entered in
2 favor of the Nevada judgment creditors against San Diego Center for Women's
3 Health and Primary Care Medical Group, Inc., a California corporation, and
4 Rosalyn Baxter-Jones, M.D. (the "judgment debtors"), in the District of Nevada.

5 On August 17, 2007, the Nevada judgment was registered in this District.
6 Certification of J. for Registration in Another Dist. (ECF No. 1). On June 27, 2011,
7 Thomas Seaman ("Seaman"), the court-appointed receiver for the judgment
8 creditors, filed an acknowledgement of assignment of judgment indicating all
9 remaining interest in the judgment had been transferred to Karen Good d/b/a/
10 Judgment Enforcement Bureau ("Karen Good"). Acknowledgement of Assignment
11 of J. (ECF No. 5.) On October 3, 2016, Seaman filed a second acknowledgement
12 of assignment of judgment indicating the prior assignment to Karen Good was
13 terminated and all remaining interest in the judgment returned to Seaman, who in
14 turn assigned all remaining interest in the judgment to EDS. Acknowledgement of
15 Assignment of J. (ECF No. 23).

16 On April 25, 2017, EDS filed the instant application. Although it is labeled an
17 application for renewal of judgment, which tends to suggest EDS is seeking
18 renewal of the original judgment issued in Nevada, the body of the application
19 indicates EDS is actually seeking renewal of the registered judgment.

20 The Court first considers whether it has authority to consider the application
21 for renewal of the registered judgment. Nevada law imposes a six-year statute of
22 limitations on actions for enforcement of judgment. Nev. Rev. Stat. § 11.190(1).
23 However, California's period for enforcement of judgments is ten years. Cal. Code
24 Civ. P. §§ 683.020, 337.5(b). Thus, at the time EDS filed the instant application
25 for renewal, the original judgment had been stale under Nevada law since
26 September 24, 2012, but the registered judgment was still viable under California
27 law, and will be until August 16, 2017.

28 The Court finds it can consider EDS's application for renewal of the

1 registered judgment despite the fact that the statute of limitations on the judgment
2 has expired under Nevada law. The original judgment was registered in this
3 District pursuant to 28 U.S.C. § 1963, which provides,

4 A judgment in an action for the recovery of money entered in any
5 district court may be registered by filing a certified copy of the judgment
6 in any other district. A judgment so registered shall have the same
7 effect as a judgment of the district court of the district where registered
and may be enforced in like manner.

8 28 U.S.C. § 1963. “When a final judgment from one district court is registered with
9 another district court pursuant to § 1963, the registered judgment must be treated
10 like any other judgment entered by the registering court.” Peterson v. Islamic
11 Republic of Iran, 627 F.3d 1117, 1123 (9th Cir. 2010).

12 Under § 1963, a registered judgment is enforced as a new judgment entered
13 in the first instance in the court of registration. Wells Fargo Equipment Finance,
14 Inc. v. Asterbadi, 841 F.3d 237, 245 (4th Cir. 2016). The statute of limitations on
15 a registered judgment is determined under the law of the court of registration, and
16 begins to run at the time of registration. Fed. R. Civ. P. 69(a)(1); Hilao v. Estate of
17 Marcos, 536 F.3d 980, 988 (9th Cir. 2008); Wells Fargo Equipment Finance, Inc.,
18 841 F.3d at 245-46. Moreover, the registered judgment remains valid for the
19 duration of the statute of limitations of the registering court, even if the original
20 judgment becomes stale under the statute of limitations of the forum state of the
21 issuing court. Stanford v. Utley, 341 F.2d 265, 268 (8th Cir. 1965); Home Port
22 Rentals v. Int’l Yachting Group, Inc., 252 F.3d 399, 405-07 (5th Cir. 2001).

23 Because the registered judgment is the equivalent of an original judgment, it
24 may be renewed under the procedures for renewal of judgment of the forum state
25 of the court of registration. Three related Ninth Circuit decisions are instructive in
26 this regard. The first two are Fidelity Nat’l Fin., Inc. v. Friedman (“Fidelity I”), 602
27 F.3d 1121 (9th Cir. 2010), and Fidelity Nat’l Fin., Inc. v. Friedman (“Fidelity II”), 402
28 Fed. Appx. 194 (9th Cir. 2010) (mem.). In Fidelity I, a judgment issued in the

1 Central District of California was registered in federal court in Arizona, which has
2 a five-year statute of limitations for enforcement of judgments. Fidelity I, 602 F.3d
3 at 1122-23. The creditors attempted to renew the judgment in Arizona, but their
4 flawed efforts to follow Arizona law in renewing the judgment led to an appeal in
5 which the Ninth Circuit certified two questions of Arizona law to the Arizona
6 Supreme Court. Id. at 1124. Although the certified questions were answered in
7 the negative, and the renewal efforts thus ultimately failed under Arizona law, in
8 both Fidelity I and Fidelity II, the Ninth Circuit accepted the underlying premise that
9 the judgment creditors could renew the registered judgment in the federal court of
10 registration by following the renewal procedures of the forum state. See id. at 1123
11 (“The federal court applies state law ... when renewing a judgment that has already
12 been registered in that state.”)

13 In Fidelity Nat’l Fin., Inc. v. Friedman (“Fidelity III”), 803 F.3d 999 (9th Cir.
14 2015), the Ninth Circuit addressed the next step in the creditors’ efforts to collect
15 on the judgment. After their efforts to renew the judgment in Arizona were deemed
16 flawed, the creditors took the original judgment (which was still viable under
17 California’s ten-year statute of limitations), registered it in Washington federal
18 district court, and then registered the Washington-registered judgment in federal
19 court in Arizona. Id. at 1001. The second Arizona registered judgment was held
20 valid and enforceable. “By the plain language of § 1963, a registered judgment
21 has the ‘same effect’ as an original judgment and thus may itself be registered....”
22 Id. at 1002 (quoting 28 U.S.C. § 1963). Applying this principle here, if a registered
23 judgment, like an original judgment, can be registered in another jurisdiction, it
24 should likewise be capable of renewal by application to the registering District.

25 Having found that it can consider EDS’s application for renewal of the
26 registered judgment, the Court finds the application must nevertheless be denied
27 because it does not satisfy the requirements for renewal. California law, which
28 applies to these proceedings under Fed. R. Civ. P. 69(a), has established

1 procedures for renewal of judgment in California Code of Civil Procedure
2 § 683.140. See Cal. Code Civ. P. § 683.140; see Fidelity I, 602 F.3d at 1123 (“The
3 federal court applies state law ... when renewing a judgment that has already been
4 registered in that state.”). Section 638.140 requires that “[t]he application for
5 renewal of the judgment shall be executed under oath” and “shall include,” among
6 other things, “[t]he name and address of the judgment creditor and the name and
7 last known address of the judgment debtor,” as well as, “[i]n the case of a money
8 judgment, the information necessary to compute the amount of the judgment as
9 renewed.” Id.

10 EDC’s application for renewal fails to satisfy these requirements. It is not
11 executed under oath, and it does not include the address of EDS. Cal. Code Civ.
12 P. § 683.140(c). It also fails to provide information necessary to compute the
13 amount of the judgment as renewed. Cal. Code Civ. P. § 683.140(d). EDS’s
14 calculation of the principal, interest, and credits, is as follows:

15	Total Judgment:	\$ 94,949.09
16	Interest after Judgment [1] through 12/31/2015	\$251,730.64
17	Credits after Judgment through 12/31/2015	<54,624.62>
18	Sub-Total:	\$292,055.11
19	Interest after Judgment 1/1/2016-4/24/2017	\$ 69,133.05
20	Credits after Judgment 1/1/2016-4/24/2017	< 2,000.00.>
21	Total renewed Judgment:	\$359,188.16

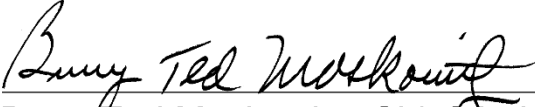
22 Appl. for Renewal at 3. This information is not sufficient to enable the Court to
23 “compute the amount of the judgment as renewed” as required by § 683.140(d), or
24 alternatively, to confirm that EDS has computed the amount correctly. EDS adds
25 interest through 12/31/2015 before deducting amounts paid. Calculating the
26 interest in the aggregate before applying the debtors’ payments in the aggregate
27 is almost certain to overstate the amount of the remaining debt. Also, EDS fails to
28 explain the significance of the two time periods it uses for its calculations (“through

1 12/31/2015” and “1/1/2016-4/24/2017”). By setting forth interest accrued and
2 payments made as totals “through 12/31/2015” and for the period “1/1/2016-
3 4/24/2017”, EDS keeps its calculations opaque. EDS has failed to supply any
4 underlying data regarding individual payments, interest accrued at the time of each
5 payment, nor has it provided information explaining or justifying the aggregate
6 amounts stated in the application. The Court thus cannot determine the accuracy
7 of EDS’s calculations and finds EDS has failed to “provide information necessary
8 to compute the amount of the judgment as renewed.” Cal. Code Civ. P.
9 § 683.140(d). Therefore, EDS’s application for renewal of judgment fails to comply
10 with § 683.140.

11 In sum, the Court finds that it can entertain an application for renewal of a
12 registered judgment previously registered in this District. Here, however, EDS has
13 failed to comply with the pertinent requirements for application for renewal of
14 judgment under California law. Accordingly, the Court DENIES EDS’s application
15 for renewal of judgment. [ECF No. 26.]

16 IT IS SO ORDERED.

17 Dated: May 2, 2017

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19 Barry Ted Moskowitz, Chief Judge
20 United States District Court
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