IN THE COURT OF APPEALS OF NORTH CAROLINA

No. COA15-403

Filed: 1 March 2016

Mecklenburg County, No. 11 CVS 22790

HOUSTON ENTERPRISES, INC., Judgment Creditor,

v.

DANA R. BRADLEY and PERFORMANCE HOLDINGS, Judgment Debtors.

Appeal by defendants from order entered 31 December 2014 by Judge John W. Bowers in Mecklenburg County Superior Court. Heard in the Court of Appeals 23 September 2015.

Hamilton Martens Ballou & Carroll, LLC, by Beverly A. Carroll, for Houston Enterprises, Inc.

Tison Redding, PLLC, by Joseph R. Pellington and David G. Redding, for Dana R. Bradley and Performance Holdings.

McCULLOUGH, Judge.

Dana R. Bradley and Performance Holdings appeal from the trial court's order, granting Houston Enterprises, Inc.'s motion to enforce a foreign judgment from a South Carolina court. Based on the reasons stated herein, we affirm the order of the trial court.

I. Background

On 18 February 2009, plaintiff Houston Enterprises, Inc. ("Houston") filed a complaint against defendants Vision Investment & Development, LLC ("Vision Investment"), Vision Amalfi Estates, LLC ("Vision Amalfi"), Vision LOE, LLC ("Vision LOE"), Vision River Ridge, LLC ("Vision River Ridge"), James R. Barfield ("Barfield"), Dana R. Bradley ("Bradley") and Performance Holdings ("Performance") in the Court of Common Pleas in York County, South Carolina. Plaintiff is a South Carolina corporation with its principal place of business located in York County, South Carolina. Vision Investment is a Georgia limited liability company that owns property and regularly transacts business in South Carolina. Vision Amalfi, Vision LOE, and Vision River Ridge are also Georgia limited liability companies that entered into contracts with plaintiff, which were "to be performed in whole or in part within South Carolina." Barfield is a citizen and resident of Georgia. Plaintiff alleged that Bradley is a citizen and resident of North Carolina and that Performance is an unincorporated business association with its principal place of business located in North Carolina.

Plaintiff alleged that Bradley, by and through his firm, Performance, approached plaintiff about an investment opportunity with Vision Investment. "According to Bradley and Performance Holdings, Vision Investment was seeking investment partners for various construction projects throughout the United States." In November of 2006, Bradley, through Performance, promoted a project named

"River Ridge[,]" a development in West Virginia. Bradley stated that Vision Investment offered a "guaranteed" 18% return on investment dollars, through a secured promissory note. Plaintiff was provided with a marketing package labeled "Development Initiative" for Vision River Ridge. The package included a pro forma indicating that a $100,000 investment would realize an annual rate of return of 18%. Plaintiff alleged that neither the pro forma nor any other marketing materials contained any form of disclosure that the 18% return was not guaranteed or that any investments "were exposed to any risk of loss." In reliance upon the representations of Bradley, Performance, and Vision Investment, plaintiff entered into a loan agreement with Vision River Ridge on 2 November 2006 and plaintiff loaned Vision River Ridge the sum of $100,000. Vision River Ridge began making monthly payments to plaintiff in December of 2006.

Plaintiff further alleged that in February of 2007, Bradley, through Performance, approached plaintiff about a second investment opportunity with Vision Investment. The opportunity was for a proposed development called "Lake of Egypt" in Marion, Illinois. Plaintiff alleged that according to Bradley, Vision Investment was offering a "guaranteed" 18% return on investment dollars through a secured promissory note. Again, plaintiff was provided a package labeled "Development Initiative" for the Lake of Egypt development. The marketing package included a pro forma indicating that an investment of $100,000 would realize an

annual rate of return of 18%. Plaintiff alleged that neither the pro forma nor any other marketing materials "contained any form of disclosure that the 18% return was not 'guaranteed' or that invested funds were exposed to any risk of loss." In reliance upon the representations of Bradley, Performance, and Vision Investment, plaintiff entered into a loan agreement with Vision LOE on 9 February 2007 and plaintiff loaned Vision LOE $100,000. Vision LOE began making monthly payments to plaintiff in March of 2007.

Plaintiff alleged that in December of 2007, Bradley, through Performance, approached plaintiff about a third investment opportunity for a development called "Amalfi Estates," located in Destin, Florida. According to Bradley, Vision Investment was offering a "guaranteed" 20% return on investment dollars, through a secured promissory note. Plaintiff was also given a package labeled "Development Initiative" for the Amalfi Estates development, which included a pro forma indicating that an investment of $100,000 would realize an annual rate of return of 20%. Again, plaintiff alleged that neither the pro forma nor any other marketing materials contained a disclosure that the 20% rate of return "was not 'guaranteed' or that invested funds were exposed to any risk of loss." Relying on the representations of Bradley, Performance, and Vision Investment, plaintiff entered into a "Loan Agreement" with Vision LOE on 17 December 2007 and plaintiff loaned Vision Amalfi $100,000. Vision Amalfi began making monthly payments to plaintiff in January of 2008.

Plaintiff alleged that Vision Investment and its affiliates continued making payments to plaintiff until approximately September of 2008. Plaintiff also alleged that they had discontinued making any payments under any of the notes since October 2008. By a letter dated 25 November 2008, Barfield wrote plaintiff that "[Vision Investment & Development] will not be sending out investor interest for October or November" and that "I have not made any final decisions about future investor interest payments and will communicate with you immediately when a decision has been made." Plaintiff brought forth the following causes of action: breach of contract; joint enterprise; violation of S.C. Code Title 35; misrepresentation; unfair and deceptive trade practices; and negligence.

On 8 May 2009, defendants entered an "Answer and Affirmative Defenses," filed by an attorney licensed to practice law in Georgia.

On 1 June 2009, plaintiff filed a "Motion to Strike Answer and For Default Judgment" pursuant to Rules 11, 12, and 55 of the South Carolina Rules of Civil Procedure. Plaintiff alleged that Vision Investment, Vision Amalfi, Vision River Ridge, and Barfield were served with plaintiff's summons and complaint on 2 March 2009 and that Bradley and Performance were served with plaintiff's summons and complaint on 3 March 2009. After three requests for extensions of time, two of which were granted, defendants filed an "Answer and Affirmative Defenses" on 8 May 2009 which was signed by Joel S. Wadsworth, a member of the

Georgia State Bar. Plaintiff alleged that Mr. Wadsworth was not licensed to practice law in South Carolina and, therefore, not authorized to file pleadings or represent parties in the South Carolina courts. Plaintiff argued that no South Carolina licensed attorney had filed a responsive pleading and defendants' purported answer did not comply with the requirements of Rule 11(a) of the South Carolina Rules of Civil Procedure. As such, plaintiff contended that the time for defendants to plead or otherwise respond had expired and defendants were in default "for having failed to properly plead or otherwise respond within the time required by Rule 12(a) S.C. R. Civ. P."

On 11 June 2009, defendants filed a motion to dismiss plaintiff's complaint for lack of personal jurisdiction over defendants, signed by a South Carolina licensed attorney.

Following a hearing held on 30 July 2009 on plaintiff's motion to strike defendants' answer and defendants' motion to dismiss for lack of personal jurisdiction, the trial court entered an order on 6 August 2009. The trial court found that defendants had retained Joel S. Wadsworth, a member of the Georgia Bar, to represent them. According to Mr. Wadsworth's affidavit, he was licensed to practice in Georgia and Florida but not licensed to practice law in South Carolina. The trial court further found that on 27 March 2009, Mr. Wadsworth requested an extension of time for defendants to answer or otherwise plead and stated that one of the reasons

he would need additional time was to retain a South Carolina attorney. The extension was granted until 1 May 2009. Mr. Wadsworth requested a second extension of time on 30 April 2009 and indicated that defendants had retained a South Carolina attorney in Horry County but that the attorney had been affected by wildfires and needed additional time. This extension was granted through 8 May 2009. Again, on 7 May 2009, Mr. Wadsworth contacted plaintiff's counsel and requested a third extension of time, which was denied. On 8 May 2009, Mr. Wadsworth filed an Answer and Affirmative Defenses on behalf of defendants, signed by Mr. Wadsworth. It was not signed by any South Carolina licensed attorney. The trial court found that on 1 June 2009, plaintiff filed a motion to strike defendants' answer and for default judgment and that on 11 June 2009, defendants filed a motion to dismiss plaintiff's complaint for lack of personal jurisdiction. The motion to dismiss was signed by Shawn M. French, a South Carolina licensed attorney, but was not accompanied by any supporting affidavits. At the hearing on 30 July 2009, Mr. French appeared on behalf of defendants and "handed the court one affidavit" in support of defendants' motion to dismiss. The trial court found that the affidavit, given by Dana Bradley, addressed only the contacts of Performance with South Carolina. The affidavit was executed on 28 July 2009 and served upon plaintiff's counsel that same day. The trial court found that the affidavit was untimely because it did not comply with the requirements of Rule 6(d) of the South Carolina Rules of

Civil Procedure, which states that "[w]hen a motion is to be supported by affidavit, the affidavit shall be served with the motion." The trial court concluded as follows, in pertinent part:

> Rule 12 S.C. R. Civ. P. provides "[a] defendant shall serve his answer within 30 days after the service of the complaint upon him. . . ." Rule 6(b) S.C. R. Civ. P. provides "[w]hen by these rules or by notice given thereunder or by order of court an act is required or allowed to be done at or within a specified time, the time may be extended by written agreement of counsel for an additional period not exceeding the original time provided in these rules. . . ."
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> Rule 11(a) S.C. R. Civ. P. requires that "[e]very pleading, motion or other paper of a party represented by an attorney shall be signed in his individual name by at least one attorney of record who is an active member of the South Carolina Bar, and whose address and telephone number shall be stated." Rule 11(a) also provides "[i]f a pleading, motion or other paper is not signed or does not comply with this Rule, it *shall* be stricken unless it is signed promptly after the omission is called to the attention of the pleader or movant." (italics added).
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> . . . .
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> The Answer and Affirmative Defenses filed by Mr. Wadsworth on behalf of the defendants on May 8, 2009 did not comply with Rule 11 S.C. R. Civ. P., because it was not signed by an attorney who was an active member of the South Carolina Bar. Furthermore, because the defendants did not promptly remedy the defect in their answer after the omission was brought to the defendants' attention on May 21, 2009, Rule 11 S.C. R. Civ. P. requires that the defendant's answer "shall be stricken."
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> Because the defendants did not serve a proper answer or other responsive pleading within the time required by the

> South Carolina Rules of Civil Procedure, the defendants are in default. [Plaintiff] is entitled to default judgment in accordance with the provisions of Rule 55 S.C. R. Civ. P.
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> Furthermore, the defendants' motion to dismiss pursuant to Rule 12(b)(2) S.C. R. Civ. P. is not properly before the court because it was not filed within the time required by the South Carolina Rules of Civil Procedure. While there are instances where a party may be permitted to file a motion or other responsive pleading outside the time limitations imposed by the Rules, the party may only do so only "upon motion made after the expiration of the specified period, for good cause shown." Rule 6(b)(2) S.C. R. Civ. P. The defendants have not made any motion to file a late pleading in this case, and the facts set forth above do not support a showing of good cause as to why a late pleading or late affidavits in support of the defendants' motion should be allowed. The defendants' motion to dismiss is untimely, and is therefore denied.

Accordingly, the trial court granted plaintiff's motion to strike and for default judgment and denied defendants' motion to dismiss.

On 28 August 2009, defendants filed a motion to reconsider pursuant to Rule 59(e) of the South Carolina Rules of Civil Procedure. Defendants argued: that filing an answer by someone not admitted to the South Carolina Bar should constitute an amendable mistake; that entry of default deprives defendants of their right to defend their case on the merits and is a "drastic remedy that should rarely be granted;" and that the denial of defendants' motion to dismiss was erroneous because a non-appearing defendant cannot waive an objection to personal jurisdiction. In their last argument, defendants asserted that although "[w]aiver by silence does exist"

pursuant to Rule 12(h) of the South Carolina Rules of Civil Procedure, it does not exist "when there has been absolute silence."

On 17 September 2009, the South Carolina Court of Common Pleas entered an order denying defendants' motion to reconsider. The trial court found, *inter alia*, the following:

> The Court's Order of August [6], 2009 addressed, in addition to the Plaintiff's Motion to Strike Defendants' Answer and for a Default Judgment, Defendants' Motion to Dismiss Plaintiff's Complaint for lack of personal jurisdiction. As noted in the August [6], 2009 Order, the Motion to [Dismiss] was not properly before the Court as not timely made.
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> In addition to the disposition of the jurisdiction issue as set forth in the August [6], 2009 Order, the Court must note that the stricken Answer did not properly raise lack of personal jurisdiction. The stricken Answer has a paragraph under the heading Defendants' Affirmative Defenses numbered 5 which seeks to "reserve" certain unspecified affirmative defenses by reference to three rules: 8, 9 and 12 of the South Carolina Rules of Civil Procedure.
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> The stricken Answer's attempt to reserve, but not articulate, certain defenses does not comply with the South Carolina Rules of Civil Procedure including those on which the stricken Answer seeks to rely. Specifically, Rule 8(c) requires that affirmative defenses shall be set forth "affirmatively," not by reference. Rule 9 SCRCP does not address personal jurisdiction and Rule 12(b) SCRCP requires that the defense of "lack of jurisdiction over the person" shall be "asserted" in a responsive plead[ing], motion or answer.
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> As to the differentiation between "silence" and "absolute

> silence," terms used in Defendants' Motion, the Court can only scratch its head. Rule 12(h) [of the] South Carolina Rules of Civil Procedure (SCRCP) states,
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> > (1) A defense of lack of jurisdiction over the person . . . is waived (A) if omitted from a motion in the circumstances described in subdivision (g) or (B) if it is neither made by motion under this rule nor included in a responsive pleading.
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> Rule 12 SCRCP is clear as to how defenses are to be raised and under what circumstances defenses are waived. Rule 12 is silent as to what constitutes "silence" and "absolute silence." In light of this silence, and the lack of compliance with the rules set forth above, that portion of the Order of August [6, 2009] addressing personal jurisdiction is not reconsidered.

Defendants appealed from the order denying defendants' motion for reconsideration. The South Carolina Court of Appeals affirmed the trial court's order on 12 May 2011.

A hearing was held on 26 July 2011 before the South Carolina trial court to ascertain plaintiff's damages and to enter final judgment. On 9 August 2011, the trial court entered an "Order on Damages, Costs and Fees, and Final Judgment." The trial court held that plaintiff was entitled to recover $368,648.54, plus costs, and reasonable attorney's fees in the amount of $22,973.00. Defendants were held jointly and severally liable.

Plaintiff filed a "Notice of Filing Foreign Judgment as to Defendants Dana R. Bradley and Performance Holdings" in the office of the Mecklenburg County Clerk of Superior Court on 22 December 2011 pursuant to N.C. Gen. Stat. § 1C-1701, *et seq*.

This notice was filed along with an affidavit from its attorney affirming that the 9 August 2011 judgment "is final and unsatisfied in whole or in part." Plaintiff also attached an authenticated copy of the South Carolina judgment to its notice.

On 9 February 2012, defendants filed a "Motion for Relief and Notice of Defenses" pursuant to N.C. Gen. Stat. § 1C-1705(a), moving the court "to deny full faith and credit" to the 9 August 2011 judgment plaintiff sought to enforce.

On 11 July 2014, plaintiff filed a "Motion to Enforce Foreign Judgment."

Following a transfer from the District Court Division to the Superior Court Division, the North Carolina trial court heard plaintiff's motion to enforce the foreign judgment against defendants on 1 December 2014. On 31 December 2014, the trial court entered an "Order Granting Motion to Enforce Foreign Judgment." The trial court found that

> the underlying issues of personal jurisdiction were addressed, considered and litigated before the South Carolina courts, that Defendants Dana R. Bradley and Performance Holdings solicited three separate investments from Plaintiff, all in South Carolina, over a period of 13 months, that Plaintiff has met the requirements specified in N.C.G.S. § 1C-1705(b) for the enforcement of a foreign judgment, and that the Judgment should be given full faith and credit in the State of North Carolina for any and all purposes allowed by North Carolina law.

On 29 January 2015, Bradley and Performance (hereinafter referred to as "appellants") filed notice of appeal from the 31 December 2014 order granting plaintiff's motion to enforce a foreign judgment.

II. Discussion

The sole issue on appeal is whether the trial court erred by granting plaintiff's motion to enforce the South Carolina judgment.

> Article IV, section 1, of the Constitution of the United States commands that full faith and credit shall be given in each state to the judicial proceedings of every other state. And the acts of Congress, enacted pursuant to the power granted by that clause of the Constitution, direct that judgments shall have full faith and credit given to them in every court within the United States as they have by law or usage in the courts of the state from which they are taken. Judgments of other states are put on the same footing as domestic judgments.

Thomas v. Frosty Morn Meats, Inc., 266 N.C. 523, 525-26, 146 S.E.2d 397, 399-400 (1966) (citations omitted). "However, because a foreign state's judgment is entitled to only the same validity and effect in a sister state as it had in the rendering state, the foreign judgment must satisfy the requisites of a valid judgment under the laws of the rendering state before it will be afforded full faith and credit." *Meyer v. Race City Classics, LLC*, __ N.C. App. __, __, 761 S.E.2d 196, 199 (2014) (citation omitted).

"[I]n actions to enforce a foreign judgment, the burden of proof on the issue of full faith and credit is on the judgment creditor." *Meyer*, __ N.C. App. at __, 761 S.E.2d at 200. "The introduction into evidence of a copy of the foreign judgment, authenticated pursuant to Rule 44 of the Rules of Civil Procedure, establishes a presumption that the judgment is entitled to full faith and credit." *Lust v. Fountain of Life, Inc.*, 110 N.C. App. 298, 301, 429 S.E.2d 435, 437 (1993). "The judgment

debtor may rebut this presumption upon a showing that the rendering court did not have . . . jurisdiction over the parties." *Seal Polymer Industries-BHD v. Med-Express, Inc.,* 218 N.C. App. 447, 448, 725 S.E.2d 5, 6 (2012) (citation and quotation marks omitted). "In challenging a foreign judgment a defendant has the right to interpose proper defenses. He may defeat recovery by showing want of jurisdiction either as to the subject matter or as to the person of defendant. However, jurisdiction will be presumed until the contrary is shown." *Thomas*, 266 N.C. at 526, 146 S.E.2d at 400 (citations omitted).

In the present case, the North Carolina Superior Court held in its 31 December 2014 order granting plaintiff's motion to enforce foreign judgment as follows:

> AND THE COURT, having considered the pleadings, the materials submitted by the parties and the arguments of their respective counsel, finds that the underlying issues of personal jurisdiction were addressed, considered and litigated before the South Carolina courts, that Defendants Dana R. Bradley and Performance Holdings solicited three separate investments from Plaintiff, all in South Carolina, over a period of 13 months, that Plaintiff has met the requirements specified in N.C.G.S. § 1C-1705(b) for the enforcement of a foreign judgment, and that the Judgment should be given full faith and credit in the State of North Carolina for any and all purposes allowed by North Carolina law.

Appellants first contend that the trial court erred in finding that the issue of personal jurisdiction was fully and fairly litigated when they were "repeatedly

precluded from a full determination of the issue" and "there [was] no order entered by the South Carolina court indicating that it reached the merits of that issue." We are not convinced by appellants' argument and hold that the judgment was valid under the laws of South Carolina.

It is undisputed that plaintiff filed its complaint on 18 February 2009 and that appellants were served on 3 March 2009. The South Carolina Rules of Civil Procedure, Rule 12 provides that "[a] defendant shall serve his answer within 30 days after the service of the complaint upon him[.]" S.C. R. Civ. P. Rule 12(a) (2009). Therefore, appellants were required to answer or otherwise plead on or before 3 April 2009. This deadline was extended through 8 May 2009. Rule 11 of the South Carolina Rules of Civil Procedure provides that "[e]very pleading, motion or other paper of a party represented by an attorney shall be signed in his individual name by at least one attorney of record who is admitted to practice law in South Carolina[.]" S.C. R. Civ. P. Rule 11(a) (2009). Rule 11 further provides that "[i]f a pleading, motion or other paper is not signed or does not comply with this Rule, it shall be stricken unless it is signed promptly after the omission is called to the attention of the pleader or movant." S.C. R. Civ. P. Rule 11(a). Because the "Answer and Affirmative Defenses" filed on 8 May 2009 was not signed by a South Carolina licensed attorney and because appellants did not promptly remedy the defect in their answer, the South Carolina Court of Common Pleas properly struck appellants' answer in its

6 August 2009 order. In addition, pursuant to Rule 55, because appellants "failed to plead or otherwise defend as provided by these rules[,]" default was properly entered against appellants. S.C. R. Civ. P. Rule 55(a) (2009).

As to appellants' 11 June 2009 motion to dismiss based on lack of personal jurisdiction, Rule 12(b)(2) states that a defense raising a lack of personal jurisdiction may be made by motion. However, "[a] motion making any of these defenses shall be made before pleading if a further pleading is permitted." S.C. R. Civ. P. Rule 12(b) (2009). Appellants' motion to dismiss, filed 11 June 2009, was clearly untimely pursuant to Rule 12(b), and the South Carolina Court of Common Pleas did not err in its 6 August 2009 order by concluding that because it was untimely, it was not properly before the court.

The record further indicates that in its 17 September 2009 order, the South Carolina Court of Common Pleas denied appellants' Rule 59(e) motion to reconsider and held that the 6 August 2009 order had addressed appellants' motion to dismiss based on lack of personal jurisdiction. Nevertheless, the court noted that the stricken answer did not properly raise a defense of lack of personal jurisdiction because it merely "attempt[ed] to reserve, but not articulate, certain defenses[,]" which did not comply with the Rules of Civil Procedure. Our review demonstrates that under the heading of "defendants' affirmative defenses," appellants stated that they "reserve[d] those affirmative defenses set forth in the South Carolina Rules of Civil Procedure in

general and specifically, all those in Rules 8, 9, and 12 of the Federal Rules of Civil Procedure." However, Rule 8(c) provides that "a party shall set forth affirmatively the defenses;" Rule 9 does not address personal jurisdiction; and, Rule 12(b) states that a defense of lack of personal jurisdiction must be asserted in a responsive pleading or by motion. S.C. R. Civ. P. Rules 8(c), 9, and 12(b) (2009). Therefore, we agree with the South Carolina Court of Common Pleas that appellants did not comply with the Rules of Civil Procedure in raising the defense of lack of personal jurisdiction in their answer. Furthermore, the South Carolina court also directed appellants' attention to Rule 12(h) which states that the defense of lack of personal jurisdiction "is waived (A) if omitted from a motion in the circumstances described in subdivision (g) or (B) if it is neither made by motion under this rule nor included in a responsive pleading[.]" S.C. R. Civ. P. Rule 12(h) (2009). Based on Rule 12(h), appellants waived the defense of lack of personal jurisdiction by failing to properly make a motion or by properly including it in a responsive pleading. In conclusion, we hold that the North Carolina Superior Court did not err in its 31 December 2014 order by finding that the issues of personal jurisdiction were addressed, considered, and litigated before the South Carolina courts.

In their next argument, appellants contend that the trial court erred by concluding that the foreign judgment should be afforded full faith and credit in North Carolina. In the case *sub judice*, plaintiff had the burden of proving that the foreign

judgment was entitled to full faith and credit. Plaintiff met this burden by attaching an authenticated copy of the 9 August 2011 "Order on Damages, Costs, and Fees, and Final Judgment" entered in the court of Common Pleas in the State of South Carolina to its 22 December 2011 "Notice of Filing Foreign Judgment as to Defendants Dana R. Bradley and Performance Holdings." This established a presumption that the judgment was entitled to full faith and credit. Thus, it was required that appellants present evidence to rebut this presumption of validity.

In the 9 February 2012 "Motion for Relief and Notice of Defenses," appellants failed to present any evidence or assert any factual allegations which would support a finding that the South Carolina Court of Common Pleas lacked personal jurisdiction over appellants. In regards to the matter of personal jurisdiction, appellants merely argued that they moved the North Carolina trial court to deny full faith and credit to the 9 August 2011 judgment because the foreign court "[l]acked subject matter and personal jurisdiction over the Movants[.]" Our Court has previously held that conclusory statements alone are insufficient to establish the affirmative defense of lack of personal jurisdiction. *See Seal Polymer*, 218 N.C. App. at 448-49, 725 S.E.2d at 6-7 (concluding that the defendant's conclusory statements – that it was incorporated under North Carolina law, had its principal place of business in North Carolina, and had no minimum contacts with the State of Illinois – were insufficient to establish the affirmative defense of lack of personal jurisdiction). Accordingly, we

hold that appellants have failed to rebut the presumption that the 9 August 2011 judgment was entitled to full faith and credit.

III. Conclusion

We affirm the 31 December 2014 order of the trial court, granting plaintiff's motion to enforce foreign judgment.

AFFIRMED.

Judges STEPHENS and ZACHARY concur.

Report per Rule 30(e).