Appeal Nos.: 18-CV-1257 and 19-CV-64

DISTRICT OF COLUMBIA COURT OF APPEALS

NICHOLAS CZAJKA,

Appellant,

v.

HOLT GRAPHIC ARTS, INC.

Appellee.

On Appeal from the
District of Columbia Superior Court
Case No.: 2018-CA-003673 R(RP)
Judge William M. Jackson

BRIEF OF APPELLANT

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STATEMENT OF ISSUES PRESENTED

The issue presented for review by this Court is whether the twelve-year limitations period prescribed by D.C. Code § 15-101 began to run on a California judgment entered in 2001 and domesticated in the District of Columbia in 2006 on the date execution first could have issued in California or the date execution first could have issued in the District of Columbia.

STATEMENT OF THE CASE

This appeal concerns the real property located in Lot 2496, Square 0540 having an address of 355 I Street, SW, Unit S121 in Washington, D.C. (the "Property"). In 2001, Appellee Holt Graphic Arts, Inc. ("Appellee" or "HGA") obtained a judgment in a California state court against D.C. resident Allen Wilson. In 2006, HGA registered the California judgment in the District of Columbia. Mr. Wilson subsequently died, and the Property was conveyed to Amanda Blatnik and Dylan Kean (the "Defendants"). In 2018, seventeen (17) years after the California judgment was entered, HGA initiated a foreclosure proceeding against Defendants. Defendants moved to dismiss because the District of Columbia has a twelve-year limitations period for enforcing judgments, the limitations period began to run when the judgment was entered in 2001, and the judgment had expired before HGA's initiation of the foreclosure lawsuit. HGA argued that the twelve-year lifespan began anew when the judgment was registered in the District. The trial court found

in favor of HGA, and Defendants appealed. After the appellate court ruled in favor of HGA, Defendants (now, appellees) filed a petition for rehearing *en banc*. The petition was granted, and Defendants/appellees file this brief in response thereto.

STATEMENT OF THE FACTS

On November 15, 2001, HGA obtained a judgment against Mr. Wilson in the Superior Court of the State of California, County of Alameda (the "Judgment").[1] App. 56-57. Four years later, Mr. Wilson purchased the Property by deed dated September 1, 2005, which was recorded among the land records of the District of Columbia on September 9, 2005 as Document No. 2005127568. On November 6, 2006, HGA filed a Request for Foreign Judgment in the D.C. Superior Court, seeking to register the Judgment in the District of Columbia.[2] App. 54-60. The next day, HGA recorded the Judgment among the land records of the District of Columbia under Mr. Wilson's name. App. 60.

By order dated April 5, 2007, the Wilson court entered the principal judgment of $14,607.67 against Mr. Wilson, together with post-judgment costs of $431.37, post-judgment attorneys' fees of $8,816.17, and an interest rate of 2% per month

[1] The total amount of the Judgment was $14,607.67, which included the principal amount of $9,201.25, together with $3,834.42 in pre-judgment interest, $1,400.00 in attorneys' fees, and $172.00 in costs. App. 2.

[2] HGA's request resulted in the case styled as Holt Graphic Arts, Inc. v. Allen Wilson, Case No. 2006 CA 008134 F (hereinafter, "Wilson"). App. 80-81. Neither Mr. Czajka nor the Defendants below were ever made a party to the separate Wilson case. App. 1-6.

beginning December 14, 2006. App. 64. It also granted HGA's motion for a writ of *fieri facias* and ordered the Clerk to issue a writ directing the U.S. Marshal to seize and sell the Property and pay the foregoing award to HGA. App. 64-65. The Wilson court entered another order on June 13, 2007. App. 66-69. Pursuant to the June 13, 2007 order, the U.S. Marshal was instructed to sell the Property and use the proceeds to pay HGA the principal judgment of $14,607.67, post-judgment costs of $608.30, post-judgment attorneys' fees of $13,542.47, $110 for issuance of the writ and the U.S. Marshal's fee, and "[t]he amount of interest that has accrued from November 15, 2001, the date of entry of the judgment, to the date of issuance of the writ." App. 68.

In 2014, Mr. Wilson filed for bankruptcy in the U.S. Bankruptcy Court for the District of Columbia. App. 11. On February 18, 2015, the bankruptcy court entered an order of discharge. App. 17. The discharge order does not purport to exempt the Judgment from discharge. App. 17-18.

Mr. Wilson died on June 19, 2016. App. 7. On July 18, 2016, Mr. Wilson's son, Jumar Wilson, was appointed personal representative of the late Mr. Wilson's estate. App. 7. In February 2017, the personal representative of Mr. Wilson's estate sold the Property to the Defendants. App. 44. The land records show that no *lis pendens* was ever recorded by HGA on the Property and that HGA has never had a recorded judgment or lien that appears in a title search using the address of the

Property. Instead, the Judgment was recorded solely vis-à-vis Mr. Wilson himself. Accordingly, the Defendants purchased the Property free and clear of any liens HGA purports to have.

On March 12, 2017, more than fifteen years after the original Judgment was entered against Mr. Wilson in California, HGA filed a motion to revive the Judgment in the Wilson case. App. 70. On July 10, 2017, HGA filed a motion to "update" the Judgment in the Wilson case. App. 5. Therein, HGA sought "a new judgment on new causes of action that arose after it obtained the California judgment registered here in 2007[,]" including, among other things, attorneys' fees incurred subsequent to the entry of the June 13, 2007 order. App. 8-9. The Wilson court denied HGA's motion, finding that any post-2007 claims HGA might have against Mr. Wilson or the personal representative of his estate would need to be brought in the probate case rather than the Wilson case. App. 8-9.

On February 13, 2018, the personal representative of Mr. Wilson's estate filed a motion for contempt in Mr. Wilson's bankruptcy case, arguing that HGA's claim against Mr. Wilson had been discharged by the bankruptcy court and that HGA was attempting to collect the Judgment against Mr. Wilson as an "unsecured claim" in violation of the discharge injunction. App. 79-80. On February 21, 2018, the bankruptcy court denied the motion for contempt. App. 81. The court concluded that because the domesticated Judgment was recorded prior to Mr. Wilson's bankruptcy

filing, it was not an unsecured claim but instead "constituted a lien on the debtor's real property prior to the commencement of the debtor's bankruptcy case in 2014." App. 81-82. The bankruptcy court found that the Property remained subject to the lien because Mr. Wilson never sought to avoid it under 11 U.S.C. § 522(f). App. 83. "Accordingly, despite the resolution of the debtor's bankruptcy case and the court's granting a discharge to the debtor, Holt's *lien* against the debtor's property remained in place." App. 83-84. Although the bankruptcy court found that the judgment lien survived discharge, the court made no such finding as to the underlying Judgment.[3] App. 79-86.

On May 23, 2018, HGA filed a Complaint for Judicial Foreclosure against Defendants in the D.C. Superior Court (the "Complaint"), initiating the case that forms the basis for this appeal. App. 23. In its Complaint, HGA argued that the Judgment was an enforceable lien against the Property and that Defendants purchased the Property subject to such lien. App. 26. Defendants moved to dismiss on the grounds that the District of Columbia's twelve-year limitations period for enforcing civil judgments ran from the date execution could first have issued on the Judgment. App. 36-37. Specifically, Defendants argued that, because the Judgment

[3] The discharge order states only that "[t]he debtor is granted a discharge under section 727 of title 11, United States Code, (the Bankruptcy Code)." App. 17-18. It does not identify the Judgment – or any other property – as exempt from the discharge. App. 17-18.

was entered in November 2001, execution thereon could have issued any time thereafter and, as a result, the limitations period for enforcing the Judgment expired in November 2013 – more than three years before HGA moved to revive it and more than four years before HGA filed its Complaint to enforce it. App. 37. HGA filed a Motion for Summary Judgment and Opposition to Defendants' Motion to Dismiss (the "Motion for Summary Judgment"), which Defendants opposed. App. 20, 40, 107.

On September 24, 2018, the D.C. Superior Court entered an Order granting HGA's Motion for Summary Judgment and denying Defendants' Motion to Dismiss (the "First Order"). App. 20, 123-29. It entered a second order dated September 24, 2018 in which it corrected the name of the First Order (the "Second Order"). App. 20, 130-36. It also entered a judgment dated September 24, 2018 ordering the clerk to issue a writ of *fieri facias* directing the U.S. Marshal to seize and sell the Property (the "Third Order"). App. 20, 137-38. The D.C. Superior Court entered an amended judgment dated September 25, 2018 correcting a typographical error in the Third Order (the "Fourth Order"). App. 20, 139-40.

On October 8, 2018, Defendants filed a Motion for Relief from Judgment pursuant to Rule 60(b) (the "Motion for Relief"). App. 20, 141-49. HGA opposed the Motion for Relief, and Defendants filed a reply. App. 20-21, 150-161, 162-175. On November 21, 2018, Defendants filed a supplemental memorandum in

support of their Motion for Relief (the "Supplemental Memorandum") and a Notice of Appeal covering the First Order, Second Order, Third Order, and Fourth Order (the "First Notice of Appeal"). App. 21, 176-186. On November 26, 2018, HGA filed a combined opposition to Defendants' Supplemental Memorandum and First Notice of Appeal. App. 21, 187-198. To correct the HGA misrepresentations therein, Defendants filed a reply on November 30, 2018. App. 21, 199-205.

On January 7, 2019, the D.C. Superior Court entered an order denying Defendants' Motion for Relief (the "Fifth Order"). App. 21, 206-09. That same day, the court entered an order granting HGA's bill of costs and motion for attorneys' fees (the "Sixth Order"). App. 21, 210-12. On January 17, 2019, Defendants filed a Notice of Appeal covering the Fifth Order and Sixth Order (the "Second Notice of Appeal"). App. 21. The First Order, Second Order, Third Order, Fourth Order, Fifth Order, and Sixth Order are referred to collectively herein as the "Orders."

On April 12, 2019, Defendants sold the Property to Nicholas Czajka. Mr. Czajka has since been substituted as the appellant in this case (the "Appellant").

STANDARD OF REVIEW

"To prevail on a motion for summary judgment, a party must demonstrate that there is no genuine issue of material fact and that it is entitled to judgment as a matter of law." Bartel v. Bank of Am. Corp., 128 A.3d 1043, 1045 (D.C. 2015) (brackets and internal quotation marks omitted). The application of a legal principle and

contentions which raise pure questions of law are subject to a *denovo* review. Kane v. District of Columbia, 180 A.3d 1073, 1080 (D.C. 2018); Lasche v. Levin, 26 A.3d 717, 719 (D.C. 2011); Saucier v. Countrywide Home Loans, 64 A.3d 428, 437 (D.C. 2013); Choharis v. State Farm Fire and Cas. Co., 961 A.2d 1080, 1088 (D.C. 2008); Malone v. Saxony Co-op Apartments, Inc., 763 A.2d 725, 728 (D.C. 2000). The Court construes the record in the light most favorable to the party opposing summary judgment. See Bartel, 128 A.3d at 1045.

Issues of statutory interpretation are also subject to *de novo* review. See Facebook, Inc. v. Wint, 199 A.3d 625, 628 (D.C. 2019). "The primary and general rule of statutory construction is that the intent of the lawmaker is to be found in the language that he [or she] has used." Peoples Drug Stores, Inc. v. District of Columbia, 470 A.2d 751, 753 (D.C. 1983) (en banc) (quoting Varela v. Hi–Lo Powered Stirrups, Inc., 424 A.2d 61, 64 (D.C. 1980) (en banc)). The Court "first look[s] to see whether the statutory language at issue is plain and admits of no more than one meaning." Facebook, 199 A.3d at 628. The Court "will give effect to the plain meaning of a statute when the language is unambiguous and does not produce an absurd result." Id. The Court also considers the context of the statute at issue and the potential consequences of adopting a particular interpretation thereof. See J.P. v. District of Columbia, 189 A.3d 212, 219 (D.C. 2018); Cherry v. District of Columbia, 164 A.3d 922, 928 (D.C. 2017).

ARGUMENT

A. The Trial Court Should Not Have Read a Jurisdictional Requirement into D.C. Code § 15-101.

The trial court committed reversible error by finding that the statute of limitations for enforcing the Judgment began to run on the date the Judgment was domesticated in the District of Columbia rather than the date on which execution first could have issued on the Judgment in California. It did so by reading a jurisdictional requirement into D.C. Code § 15-101(a) even though no such requirement existed.

This case turns on the interpretation of D.C. Code § 15-101(a). The lower court adopted HGA's mischaracterization of Defendants' argument as a claim that the twelve-year limitations period runs from the date judgment is entered rather than the date execution thereon first could have issued. This is not so. Defendants have consistently argued that under the plain language of D.C. Code § 15-101(a), execution could first have issued on the Judgment in November of 2001. D.C. Code § 15-101(a) states as follows:

> Except as provided by subsection (b) of this section, every final judgment or final decree for the payment of money rendered in the —
>
> (1) United States District Court for the District of Columbia; or
> (2) Superior Court of the District of Columbia,
>
> when filed and recorded in the office of the Recorder of Deeds of the District of Columbia, is enforceable, by execution issued thereon, *for the period of twelve years only from the date when an execution might*

> *first be issued thereon*, or from the date of the last order of revival thereof. The time during which the judgment creditor is stayed from enforcing the judgment, by written agreement filed in the case, or other order, or by the operation of an appeal, may not be computed as a part of the period within which the judgment is enforceable by execution.

D.C. Code § 15-101(a) (emphasis added).

According to the express language of the statute, a judgment is enforceable "for the period of twelve years only from the date when an execution might first be issued thereon." Id. Once the twelve-year limitations period expires, "the judgment or decree shall cease to have any operation or effect." Id. § 15-101(b). The lower court interpreted the statute as providing for an enforcement period "from the date when an execution might first be issued thereon *in the District of Columbia*." The statute does not include that phrase, and HGA presented the trial court with no authority to support its request that the court read those new words into the existing statute. It was error for the trial court to have done so.

The twelve-year limitations period also applies to foreign judgments registered in the District of Columbia pursuant to D.C. Code § 15-352 and Rule 62-III(a)(2) of the D.C. Superior Court Rules of Civil Procedure (the "Rules"). More specifically, "[a] foreign judgment filed with the Clerk shall have the same effect and be subject to the same procedures, defenses, or proceedings for reopening, vacating, or staying as a judgment of the Superior Court and may been forced or

satisfied in the same manner." D.C. Code § 15-352. The same proposition is set forth in Rule 62-III(a)(2), which states:

> A foreign judgment, decree, or order of a court of the United States or of any other court entitled to full faith and credit in the District of Columbia, which is filed with the clerk, has the same effect and is subject to the same procedures, defenses, or proceedings for reopening, vacating, or staying as a judgment of the Superior Court and may be enforced or satisfied in the same manner, subject to the provisions of the Uniform Enforcement of Foreign Judgments Act of 1990, D.C. Code § 15-351 to -357 (2012 Repl.).[4]

Neither the statute nor the rule suggest that the date on which the foreign judgment was rendered in its original jurisdiction should be understood instead as referring to the date on which such judgment was domesticated in the District of Columbia. However, that is what HGA argued and what the trial court erroneously concluded.

The Judgment was entered in California on November 15, 2001. Execution thereon could first have issued in 2001. Thus, under the plain language of D.C. Code § 15-101(a), the Judgment was enforceable for a period of twelve years beginning in November of 2001.

[4] Rule 62-III is intended to implement the Uniform Enforcement of Foreign Judgments Act of 1990 ("DCUEFJA"). See Rule 62-III, Comment.

B. D.C. Code § 15-101(a) Cannot Be Interpreted Based on Case Law from Jurisdictions with Incomparable Enforcement Statutes.

Under District of Columbia law, a judgment "is enforceable . . . for the period of twelve years only from the date when an execution might first be issued thereon." D.C. Code § 15-101(a). The twelve-year clock begins running regardless of when or if the judgment is filed with the District of Columbia Recorder of Deeds. See Lomax v. Spriggs, 404 A.2d 943, 949 (D.C. 1979) (finding that "[t]he life of recorded and unrecorded judgments is equal: twelve years from when execution might first have issued."). Thus, D.C. Code § 15-101(a) expressly ties the start date of the enforcement period to the date on which the judgment was issued.

HGA would have this Court interpret D.C. Code § 15-101(a) based on case law from other jurisdictions whose enforcement statutes do not contain the operative language of the corresponding District of Columbia statute. See, e.g., H & E Equip. Servs., Inc. v. Cassani Elec., Inc., 204 Vt. 559 (Vt. 2017); Galef v. Buena Vista Dairy, 875 P.2d 1132, 1135 (N.M. Ct. App. 1994).

In Cassani, the Supreme Court of Vermont held that the time period for enforcing a foreign judgment that was renewed in the rendering jurisdiction before being enrolled in Vermont began running on the date the foreign judgment was renewed in the foreign jurisdiction and not on the date it was first rendered. See 204 Vt. at 564. HGA could have extended the enforcement period of the Judgment by

an additional ten years by renewing the Judgment in California.[5] However, HGA never renewed the Judgment in California and, as such, the enforcement period was not extended. To the extent Cassani bears any relevance to the instant case, it supports Appellant's argument that the date of the Judgment in the rendering jurisdiction – and not in the District of Columbia – is the date on which the enforcement period began to run.

Cassani is also inapposite because the statute on which it relies, 12 V.S.A. § 506, does not contain the operative language found in D.C. Code § 15-101(a). As set forth above, the District of Columbia statute states that a judgment "is enforceable . . . for the period of twelve years only *from the date on when an execution might first be issued thereon*." D.C. Code § 15-101(a) (emphasis added). The Vermont statute at issue in Cassani provides, in its entirety, that "[a]ctions on judgments and actions for the renewal or revival of judgments *shall be brought by filing a new and independent action on the judgment within eight years after the rendition of the judgment, and not after*." 12 V.S.A. § 506 (emphasis added). That is, the statute indisputably ties the deadline for filing the new action in Vermont to the date on which the judgment was rendered[6] in the rendering state. The text of the

[5] The enforcement period for a California judgment is ten years. See Cal. Code Civ. Proc. § 683.020.

[6] As the Cassani court held, the date on which the judgment is "rendered," as that term is used in 12 V.S.A. § 506, would be postponed to the date of any revivals or renewals thereof.

Vermont statute is so distinct from that of the District of Columbia statute that interpretations of the former cannot reasonably be used as a tool to interpret the latter.

The New Mexico case of Galef v. Buena Vista Dairy, 875 P.2d 1132 (N.M. Ct. App. 1994) is equally inapposite. Galef is fundamentally different from the instant case in that Galef involved the conversion of a foreign judgment into a domestic (New Mexico) judgment, whereas the Judgment in the instant case has, at all times, been a foreign Judgment. More importantly, the Galeft court found that the plaintiff's proceeding for a charging order to satisfy a New Mexico judgment satisfied all of the three alternative limitations periods available and therefore declined to decide which of the three alternatives was correct. See id. at 1135-36.

C. The Distinction Between D.C. Code §§ 15-352 and 15-356 Must Be Recognized.

The DCUEFJA offers two (2) distinct methods for obtaining recognition of foreign court judgments in the District of Columbia. The first method, authorized by D.C. Code § 15-352, is to enroll a foreign judgment with the D.C. Superior Court, as HGA did in the instant case. Pursuant to the plain language of D.C. Code § 15-352, a foreign judgment remains a foreign judgment even after it is enrolled in the District of Columbia under that method. A foreign judgment filed pursuant to that statute "shall have the same effect . . . as a judgment of the Superior Court and may be enforced or satisfied in the same manner." D.C. Code § 15-352.

The second method, authorized by D.C. Code § 15-356, requires the judgment creditor to bring a new action in the District of Columbia to enforce the foreign judgment. Under this older, common-law method, the judgment creditor bears the burden of proof, and the judgment debtor has the opportunity to raise defenses before the District of Columbia courts will recognize or enforce the foreign judgment. See, e.g., Fowler v. Pilson, 123 F.2d 918 (D.C. Cir. 1941); Fehr v. McHugh, 413 A.2d 1285 (D.C. 1980). The adoption of the newer, more streamlined method authorized by D.C. Code § 15-352 was prompted by the tediousness of the common-law method under D.C. Code § 16-356.

Because D.C. Code § 15-352 requires that a filed foreign judgment be subject "to the same procedures" and enforced "in the same manner" and given the "same effect" as a domestic judgment, the enforceability of the Judgment must, pursuant to D.C. Code § 15-101(a), be calculated not from the date of its filing, but, instead, from the date "when an execution might first be issued thereon." By choosing this simpler procedure, however, the judgment creditor gets less in the way of enforceability than the judgment creditor who prevails under § 15-356. That is, provided the foreign judgment is still alive at the time it is filed in the District of Columbia under § 15-352, the twelve-year enforcement period provided by § 15-101(a) begins to run from the date on which execution could have issued on the foreign judgment in its originating jurisdiction. See D.C. Code § 15-352.

D. HGA's Position, if Adopted by this Court, would Create Illogical and Far-Reaching Consequences.

HGA's position is illogical for several reasons. First, its interpretation of the statute means that the cumbersome method of obtaining recognition of a foreign judgment under D.C. Code § 15-356 and the streamlined filing method authorized by D.C. Code § 15-352 lead to identical results, *i.e.*, a new, twelve-year enforcement period of the judgment in the District of Columbia. Thus, a judgment creditor who opts to skip the burdensome requirements of D.C. Code § 15-356 (*i.e.*, bringing a new lawsuit, having the burden of proof, and giving the judgment debtor the opportunity to raise defenses) in favor of the much easier method authorized by D.C. Code § 15-352 achieves the same result as the judgment creditor would have achieved had it pursued the more cumbersome approach permitted by D.C. Code § 15-356. In so doing, the majority's opinion contravenes "the basic principle of statutory interpretation" that a statute should not be construed in a manner that renders any of its provisions superfluous. See Animal Legal Def. Fund v. Hormel Foods Corp., 258 A.2d 174, 183-84 (D.C. 2021). The Hormel court refused to interpret a statute in a manner that would make it nonsensical for litigants to proceed under the more cumbersome statute when they could sidestep those barriers by proceeding under another. Id. The suggestion that judgment creditors in other states sometimes choose to use the more cumbersome method despite having the

streamlined method available does not negate the canon of statutory construction outlined in Hormel. The point is not that a judgment creditor would *never* choose the more cumbersome approach – only that judgment creditors would not *always* choose that approach.

In sum, if this Court reaches its opinion based on case law interpreting inapposite statutes, the decision would lead to an illogical conclusion with sweeping, negative ramifications. Such an opinion would render the District of Columbia's twelve-year enforcement period effectively moot, as judgment creditors would simply be able to enroll their judgments in a new state at the expiration of that period – and, when that new state's enforcement period ends, the creditors can simply select a new state. Judgment debtors will be faced with interminable enforcement periods. Credit card companies that fail to enforce judgments within the statutory enforcement period can simply pursue consumers in different states, with the debt continuing to incur interest interminably. In short, adopting HGA's position would be tantamount to concluding that the enforcement period on judgments should be indefinite. That result would have disastrous consequences and would be inconsistent with public policy.

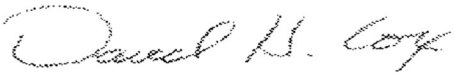
CONCLUSION

The trial court improperly accepted HGA's naked assertions that the twelve-year limitations period for enforcing a foreign judgment begins on the date the

judgment is registered rather than the date execution could first have issued in its rendering state. That conclusion directly contradicts the express language of D.C. Code § 15-101. Therefore, the Orders entered by the trial court in this matter should be reversed, and this matter should be remanded to the trial court with directions to grant Defendants' Motion for Summary Judgment.

Respectfully submitted,

JACKSON & CAMPBELL, P.C.



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CERTIFICATE OF SERVICE

I hereby certify that on June 23, 2023, I caused a true and correct copy of the foregoing Brief of Appellant to be served by the Court's electronic filing system and by first-class mail, postage pre-paid, upon:

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ADDENDUM OF STATUTES AND RULES

DC ST § 15-101
Formerly cited as DC ST 1981 § 15-101

§ 15-101. Enforceable period of judgments; expiration.

(a) Except as provided by subsection (b) of this section, every final judgment or final decree for the payment of money rendered in the --

(1) United States District Court for the District of Columbia; or

(2) Superior Court of the District of Columbia,

when filed and recorded in the office of the Recorder of Deeds of the District of Columbia, is enforceable, by execution issued thereon, for the period of twelve years only from the date when an execution might first be issued thereon, or from the date of the last order of revival thereof. The time during which the judgment creditor is stayed from enforcing the judgment, by written agreement filed in the case, or other order, or by the operation of an appeal, may not be computed as a part of the period within which the judgment is enforceable by execution.

(b) At the expiration of the twelve-year period provided by subsection (a) of this section, the judgment or decree shall cease to have any operation or effect. Thereafter, except in the case of a proceeding that may be then pending for the enforcement of the judgment or decree, action may not be brought on it, nor may it be revived, and execution may not issue on it.

Credits
(Dec. 23, 1963, 77 Stat. 522, Pub. L. 88-241, § 1; Nov. 2, 1966, 80 Stat. 1177, Pub. L. 89-745, §§ 1(a), 7; Mar. 11, 1968, 82 Stat. 42, Pub. L. 90-263, § 1; July 29, 1970, 84 Stat. 553, Pub. L. 91-358, title I, § 144(1).)

DC ST § 15-352
Formerly cited as DC ST 1981 § 15-352

§ 15-352. Filing and status of foreign judgments.

A copy of any foreign judgment authenticated in accordance with the laws of the District may be filed in the Office of the Clerk of the Superior Court ("Clerk"). A foreign judgment filed with the Clerk shall have the same effect and be subject to the same procedures, defenses, or proceedings for reopening, vacating, or staying as a judgment of the Superior Court and may be enforced or satisfied in the same manner.

Credits
(Oct. 2, 1990, D.C. Law 8-173, § 2(b), 37 DCR 5005.)

DC ST § 15-356
Formerly cited as DC ST 1981 § 15-356

§ 15-352. Optional procedure.

The right of a judgment creditor to bring an action to enforce a judgment in lieu of proceeding under this subchapter remains unimpaired.

Credits
(Oct. 2, 1990, D.C. Law 8-173, § 2(b), 37 DCR 5005.)

DC ST § 15-356
Formerly cited as DC ST 1981 § 15-356

§ 15-356. Optional procedure.

Currentness

The right of a judgment creditor to bring an action to enforce a judgment in lieu of proceeding under this subchapter remains unimpaired.

Credits
(Oct. 2, 1990, D.C. Law 8-173, § 2(b), 37 DCR 5005.)

Rule 60. Relief From a Judgment or Order

(a) Corrections Based on Clerical Mistakes; Oversights and Omissions. The court may correct a clerical mistake or a mistake arising from oversight or omission whenever one is found in a judgment, order, or other part of the record. The court may do so on motion or on its own, with or without notice. But after an appeal has been docketed in the appellate court and while it is pending, such a mistake may be corrected only with the appellate court's leave.

(b) Grounds for Relief From a Final Judgment, Order or Proceeding. On motion and just terms, the court may relieve a party or its legal representative from a final judgment, order, or proceeding for the following reasons:

(1) mistake, inadvertence, surprise, or excusable neglect;

(2) newly discovered evidence that, with reasonable diligence, could not have been discovered in time to move for a new trial under Rule 59(b);

(3) fraud (whether previously called intrinsic or extrinsic), misrepresentation, or misconduct by an opposing party;

(4) the judgment is void;

(5) the judgment has been satisfied, released, or discharged; it is based on an earlier judgment that has been reversed or vacated; or applying it prospectively is no longer equitable; or

(6) any other reason that justifies relief.

(c) Timing and Effect of the Motion.

(1) *Timing.* A motion under Rule 60(b) must be made within a reasonable time and for reasons (1), (2), and (3) no more than a year after the entry of the judgment or order or the date of the proceeding.

(2) *Effect on Finality.* The motion does not affect the judgment's finality or suspend its operation.

(d) Other Powers to Grant Relief. This rule does not limit a court's power to:

(1) entertain an independent action to relieve a party from a judgment, order, or proceeding; or

(2) set aside a judgment for fraud on the court.

(e) Bills and Writs Abolished. The following are abolished: bills of review, bills in the nature of bills of review, and writs of coram nobis, coram vobis, and audita querela.

Credits

[Amended effective June 1, 2017.]

Editors' Notes

COMMENT TO 2017 AMENDMENTS
This rule is identical to *Federal Rule of Civil Procedure 60*, as amended in 2007, except that the reference to relief under *28 U.S.C. § 1655* remains omitted.

COMMENT
Identical to *Federal Rule of Civil Procedure 60* except for deletion from section (b) of the inapplicable reference to *28 U.S.C. § 1655* dealing with lien actions in the United States District Courts. With respect to motions made under this Rule for reinstatement of actions previously dismissed through inexcusable neglect or dereliction of counsel, *see also* Rule 41-I. *See* Rule 55- III for procedure governing the vacating of defaults by consent.

Civil Rule 60, DC R RCP Rule 60
Current with amendments received through May 1, 2019.

Rule 62-III. Enforcing Foreign Judgments; Recognizing Foreign-Country Money Judgments

(a) Foreign Judgments Entitled to Full Faith and Credit.

(1) *Filing Requirements.* A copy of a judgment, decree or order of a court of the United States, or of any other court entitled to full faith and credit in the District of Columbia, may be filed with the clerk by the judgment creditor or the judgment creditor's lawyer only if:

(A) the judgment is authenticated in accordance with District of Columbia law;

(B) the judgment is accompanied by a completed version of Civil Action Form 112. "Request to File Foreign Judgment"; and

(C) the filing fee established by the court has been paid.

(2) *Effect, Enforcement, and Satisfaction.* A foreign judgment, decree, or order of a court of the United States or of any other court entitled to full faith and credit in the District of Columbia, which is filed with the clerk, has the same effect and is subject to the same procedures, defenses, or proceedings for reopening, vacating, or staying as a judgment of the Superior Court and may be enforced or satisfied in the same manner, subject to the provisions of the Uniform Enforcement of Foreign Judgments Act of 1990, D.C. Code §§ 15-351 to -357 (2012 Repl.).

(b) Foreign-Country Money Judgments Entitled to Recognition. The judgment of a court of a foreign country may be entitled to recognition under the Uniform Foreign-Country Money Judgments Recognition Act of 2011, D.C. Code §§ 15-361 to -371 (2012 Repl.). Recognition may be sought in a pending action or as an original matter.

Credits

[Former Rule 72 renumbered and amended effective September 5, 2017.]

Editors' Notes

COMMENT TO 2017 AMENDMENTS

Former Superior Court Rule 72 has been renumbered as Rule 62-III in order to reflect that there is no Superior Court rule that corresponds to *Federal Rule of Civil*

Procedure 72. This rule has been amended to conform with the 2007 restyling of the Federal Rules of Civil Procedure.
The rule was also amended to clarify that the procedures for foreign judgments entitled to full faith and credit differ from the procedures for foreign-country money judgments entitled to recognition.

COMMENT

Rule 72 is intended to implement the Uniform Enforcement of Foreign Judgments Act of 1990, (D.C. Code §§ 15-351 -- 15-357) which has been adopted by the District of Columbia. As a "Uniform Act," it should be construed to effectuate its general purpose to make consistent the law of all jurisdictions that enact it. Accordingly, where there are no interpretations of the Act's provisions in this jurisdiction, guidance may be found in the decisions of other jurisdictions that have adopted this Act. While the Act was intended to provide a simple and expeditious procedure to enforce a foreign judgment in the District of Columbia, it does not impair the right of a judgment creditor to resort to the cumbersome prior practice of bringing suit to enforce a foreign judgment.
Civil Rule 62-III, DC R RCP Rule 62-III
Current with amendments received through May 1, 2019.

West's Ann.Cal.C.C.P. § 683.020

§ 683.020. Period of enforceability

Currentness

Except as otherwise provided by statute, upon the expiration of 10 years after the date of entry of a money judgment or a judgment for possession or sale of property:

(a) The judgment may not be enforced.

(b) All enforcement procedures pursuant to the judgment or to a writ or order issued pursuant to the judgment shall cease.

(c) Any lien created by an enforcement procedure pursuant to the judgment is extinguished.

Credits
(Added by Stats.1982, c. 1364, p. 5073, § 2, operative July 1, 1983.)

Editors' Notes

LAW REVISION COMMISSION COMMENTS

1982 Addition

Section 683.020 supersedes the first sentence of former Section 681 (which provided a 10-year enforcement period). Unless the judgment is renewed by action (see Section 683.050) or pursuant to Article 2 (commencing with Section 683.110), a judgment is enforceable only for 10 years; at the end of this period, enforcement of the judgment is barred and any liens created by the enforcement process are extinguished. No further action, including levy, sale, collection, or delivery pursuant to the judgment, or pursuant to a writ or order issued to enforce the judgment, may take place. The rule announced in Alonso Inv. Corp. v. Doff, 17 Cal.3d 539, 541-43, 551 P.2d 1243, 131 Cal.Rptr. 411 (1976), permitting the enforcement of a writ of execution after the expiration of the 10-year period if the writ had been timely issued, is not continued, subject to an exception where the judgment is renewed. See Section 683.200 (continuation of enforcement procedures upon renewal).

Section 683.020 applies only to money judgments and judgments for the possession or sale of property. Accordingly, other judgments--such as those governed by Section 717.010--are not subject to the 10-year rule of Section 683.020. Section 683.030 provides a special rule applicable to money judgments payable in installments. See also Sections 683.310 (judgments under Family Law Act excluded from this chapter), 683.320 (money judgment against public entity excluded from this chapter). As to judgments entered prior to the operative date of this section, see Section 694.030.

Unlike former Section 681, the 10-year period provided by Section 683.020 is not extended because enforcement of the judgment has been stayed or enjoined by court order or by operation of law. Nor is the 10-year period tolled for any reason. The statement in Nutt v. Nutt, 247 Cal.App.2d 166, 168, 55 Cal.Rptr. 380 (1966)--that the absence from the state of the judgment debtor and the debtor's property tolls the running of the time to seek a writ of execution under former Section 681--does not apply to this chapter. However, a judgment may be used as an offset after the expiration of the 10-year period if the claim of the judgment debtor (against which the judgment is offset) existed during the 10-year period during which the judgment was enforceable. See Section 431.70 and the Comment thereto. The judgment creditor may also be able to bring an action on the judgment after the 10-year enforcement period of this section has expired if the statute of limitations provided by Section 337.5 has not yet run. See Section 683.050 and the Comment thereto. [16 Cal.L.Rev.Comm. Reports 1207 (1982)].

Notes of Decisions (29)

West's Ann. Cal. C.C.P. § 683.020, CA CIV PRO § 683.020
Current with Ch. 1 of 2023-24 1st Ex.Sess, and urgency legislation through Ch. 9 of 2023 Reg.Sess. Some statute sections may be more current, see credits for details.

District of Columbia
Court of Appeals

REDACTION CERTIFICATE DISCLOSURE FORM

Pursuant to Administrative Order No. M-274-21 (filed June 17, 2021), this certificate must be filed in conjunction with all briefs submitted in all cases designated with a "CV" docketing number to include Civil I, Collections, Contracts, General Civil, Landlord and Tenant, Liens, Malpractice, Merit Personnel, Other Civil, Property, Real Property, Torts and Vehicle Cases.

I certify that I have reviewed the guidelines outlined in Administrative Order No. M-274-21 and Super. Ct. Civ. R. 5.2, and removed the following information from my brief:

1. All information listed in Super. Ct. Civ. R. 5.2(a); including:

   - An individual's social-security number
   - Taxpayer-identification number
   - Driver's license or non-driver's' license identification card number
   - Birth date
   - The name of an individual known to be a minor
   - Financial account numbers, except that a party or nonparty making the filing may include the following:

     (1) the acronym "SS#" where the individual's social-security number would have been included;
     (2) the acronym "TID#" where the individual's taxpayer-identification number would have been included;
     (3) the acronym "DL#" or "NDL#" where the individual's driver's license or non-driver's license identification card number would have been included;
     (4) the year of the individual's birth;
     (5) the minor's initials; and
     (6) the last four digits of the financial-account number.

2. Any information revealing the identity of an individual receiving mental-health services.

3. Any information revealing the identity of an individual receiving or under evaluation for substance-use-disorder services.

4. Information about protection orders, restraining orders, and injunctions that "would be likely to publicly reveal the identity or location of the protected party," 18 U.S.C. § 2265(d)(3) (prohibiting public disclosure on the internet of such information); *see also* 18 U.S.C. § 2266(5) (defining "protection order" to include, among other things, civil and criminal orders for the purpose of preventing violent or threatening acts, harassment, sexual violence, contact, communication, or proximity) (both provisions attached).

5. Any names of victims of sexual offenses except the brief may use initials when referring to victims of sexual offenses.

6. Any other information required by law to be kept confidential or protected from public disclosure.

Signature

18-CV-1257 and 19-CV-64
Case Number(s)

David H. Cox
Name

6/23/2023
Date

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