IN THE SUPREME COURT OF THE STATE OF NEVADA

LFC MARKETING GROUP, INC.,
Appellant,
vs.
CEBE W. LOOMIS, ANDREW F. LOOMIS, CHRISTIAN W. LOOMIS, AND JUST C. LOOMIS,
Respondents.

No. 36134

FILED

MAR 08 2002

JANETTE M. BLOOM
CLERK OF SUPREME COURT
BY
CHIEF DEPUTY CLERK

ORDER OF REVERSAL AND REMAND

This is an appeal from an order of the district court denying a motion to discharge a post-judgment writ of attachment.

Appellant, LFC Marketing Group, Inc. ("LFC Marketing"), contends that the district court should have discharged the writ of attachment in this case because the levy is excessive. LFC Marketing argues that the levy is excessive because a writ of attachment "is limited to the amount of the plaintiff's claim for which the remedy of attachment is available," and the only judgment against William Lange, (LFC Marketing's alter ego) namely, a $25,000.00 attorney fee judgment, has been satisfied in full. LFC Marketing further argues that respondents, Cebe, Andrew, Christian, and Just Loomis ("the Loomises"), have no right of action with respect to the alleged indemnity agreement between Lange and the remaining judgment debtor, John Valentine.

NRS 31.010 states when a writ of attachment may issue.[1] Further, this court recently held that the statutory writ of attachment

[1]NRS 31.010

procedures may be used post-judgment to satisfy a judgment.[2] However, NRS 31.200 requires the district court to discharge an attachment upon a finding of certain enumerated grounds, including a determination that the levy is excessive.[3]

We conclude that the district court erred by denying LFC Marketing's motion to discharge the writ of attachment because the levy is excessive. The record reveals that the $75,000.00 attorney fee judgment is a several judgment requiring each judgment debtor to pay $25,000.00. The record further reveals that Lange's debt has been paid and that the original judgment was never amended to hold each judgment debtor jointly and severally liable. Additionally, the Loomises have no standing to pursue Valentine's alleged right to indemnity from Lange. Nor has LFC Marketing been determined to be an alter ego of Valentine. Specifically, the record suggests that the parties were referring to contractual indemnity which this court has stated exists "where, pursuant to a contractual provision, two parties agree that one party will reimburse the other party for liability resulting from the former's [actions]."[4] Thus, the Loomises must seek satisfaction of their judgment against Valentine from Valentine, who then may seek indemnification from Lange. Accordingly, we

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[2] LFC Mktg. Group, Inc. v. Loomis, 116 Nev. 896, 902, 8 P.3d 841, 845 (2000).

[3]NRS 31.200(1)(c).

[4]Medallion Dev. v. Converse Consultants, 113 Nev. 27, 33, 930 P.2d 115, 119 (1997) (citation omitted).

ORDER the judgment of the district court REVERSED AND REMAND this matter to the district court for proceedings consistent with this order.[5]

Shearing, J.

Rose, J.

Becker, J.

cc: Hon. Brent T. Adams, District Judge
Skinner Sutton Watson & Rounds/Incline Village
Richard G. Hill
Wm. Patterson Cashill
District Court Clerk

[5]Given this conclusion, LFC Marketing's alternative contention is moot. We note, however, that while it is preferable for the district court to require strict compliance with statutory procedural requirements, technical deficiencies in attachment papers and proceedings do not necessarily warrant discharge of a writ of attachment as this would emphasize form over substance.