

IN THE COURT OF APPEALS OF THE STATE OF NEVADA

ELISSA SPEER, AN INDIVIDUAL,
Appellant,
vs.
DANJON CAPITAL, INC., A NEVADA
CORPORATION,
Respondent.

No. 80083-COA

FILED

OCT 16 2020

ELIZABETH A. BROWN
CLERK OF SUPREME COURT
BY S. Young
DEPUTY CLERK

ORDER OF AFFIRMANCE

Elissa Speer appeals from a post-judgment district court order in a civil action. Eighth Judicial District Court, Clark County; Kerry Louise Earley, Judge.

In February 2017, respondent Danjon Capital, Inc. initiated a suit against appellant Elissa Speer and JEM Contracting Co., LLC—an entity who is not a party to this appeal—alleging breach of contract. As relevant here, the district court ultimately granted summary judgment against Speer and granted a default judgment against JEM. Based on our review of the record, it appears that Speer subsequently filed a “Motion to Open Judgment” and an “Emergency Motion to Set Aside Default,” both of which the district court denied. This appeal followed.

On appeal, Speer challenges the district court’s denial of her post-judgment motions, arguing that the district court improperly concluded that it had personal jurisdiction in this matter, and that Nevada was not the proper forum for this dispute. This court reviews the district court’s denial of a motion to set aside a judgment for an abuse of discretion. *Cook v. Cook*, 112 Nev. 179, 181-82, 912 P.2d 264, 265 (1996). The same is true for requests to set aside default judgments. *Hotel Last Frontier Corp. v. Frontier Props., Inc.*, 79 Nev. 150, 153, 380 P.2d 293, 294 (1963).

Here, the district court denied Speer's motions concluding that both motions were improperly filed by Speer in proper person while she was represented by counsel and that Speer could not file any documents on behalf of JEM. See EDCR 7.40(a) ("When a party has appeared by counsel, the party cannot thereafter appear on the party's own behalf in the case without the consent of the court."); EDCR 7.42(b) ("A corporation may not appear in proper person."). And on appeal, Speer has failed to offer any argument challenging the district court's decision in this regard. See *Powell v. Liberty Mut. Fire Ins. Co.*, 127 Nev. 156, 161 n.3, 252 P.3d 668, 672 n.3 (2011) (explaining that matters not raised on appeal are waived). Thus, we cannot conclude that the district court abused its discretion in denying Speer's motions on the basis that they were improperly filed. See *Cook*, 112 Nev. at 181-82, 912 P.2d at 265; *Hotel Last Frontier Corp.*, 79 Nev. at 153, 380 P.2d at 294.

Regardless, we note that even as to the merits, we cannot conclude that reversal is warranted. Speer contends that the district court improperly concluded it had personal jurisdiction, and that Nevada was an improper forum, because the parties also signed a promissory note, which provided that California would have jurisdiction and would be the proper forum should a dispute over that agreement arise. As an initial matter, we note that based on our review of the record, it appears that Speer has waived any challenge to personal jurisdiction. See NRCP 12(b) (providing that a challenge to personal jurisdiction must be raised before a responsive pleading); NRCP 12(h)(1) (providing that a challenge to personal jurisdiction is waived if not raised in a motion or in the responsive pleading); *Hansen v. Eighth Judicial Dist. Court*, 116 Nev. 650, 656-57, 6 P.3d 982, 986 (2000) (concluding that an objection to personal jurisdiction is waived if it is not raised as a defense in an answer or pre-answer motion pursuant to NRCP 12).

But below, the district court considered Speer's assertion and concluded that the instant action sought to enforce the lease agreement between the parties—which specifically provided Nevada would have jurisdiction and would be the forum for any disputes—and that any collateral agreements were irrelevant to these proceedings. And Speer has failed to offer any cogent argument as to why the jurisdiction and forum selection clause in the subject lease agreement was invalid or inapplicable in the instant action over that lease agreement, and nothing in the record demonstrates the same. *See Edwards v. Emperor's Garden Rest.*, 122 Nev. 317, 330 n.38, 130 P.3d 1280, 1288 n.38 (2006) (explaining that this court need not consider claims that are not cogently argued).

Accordingly, we

ORDER the judgment of the district court AFFIRMED.¹


_____, C.J.
Gibbons


_____, J.
Tao


_____, J.
Bulla

¹Insofar as Speer raises arguments that are not specifically addressed in this order, we have considered the same and conclude that they either do not present a basis for relief or need not be reached given the disposition of this appeal.

cc: Hon. Kerry Louise Earley, District Judge
Elissa Speer
Hogan Hulet PLLC
Eighth District Court Clerk