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No. 1037597
Court of Appeals No. 86016-0-I

IN THE SUPREME COURT
OF THE STATE OF WASHINGTON

ALTERNA AIRCRAFT V B LIMITED,
Respondent,

vs.

SPICEJET LIMITED,
Petitioner.

ANSWER TO PETITION FOR REVIEW

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I. INTRODUCTION

In 2023, Respondent Alterna Aircraft V B Limited duly obtained a money judgment against Petitioner SpiceJet Limited in the commercial law high courts of England, in a proceeding in which SpiceJet appeared, availed itself of due process, and defended itself as it chose. Alterna's judgment arises from SpiceJet's failure to make payments due to Alterna under two aircraft lease agreements, without any basis for this failure.

In the underlying action here, Alterna obtained recognition in Washington of this English judgment, under Washington's enactment of the Uniform Foreign-Country Money Judgments Recognition Act, RCW Chapter 6.40A. Recognition of Alterna's English judgment against SpiceJet has not imposed on SpiceJet any liability that did not already exist—it is akin to recognition in Washington of a judgment issued by the court of a sister state. Alterna obtained recognition of its judgment in Washington because it reasonably believes it can, either now or in the future, enforce

its judgment against SpiceJet property in this state. The Court of Appeals unanimously affirmed the trial court's recognition of Alterna's foreign-country money judgment. Now SpiceJet has petitioned for review by this Court.

This case does not warrant the Supreme Court's review under RAP 13.4(b). SpiceJet has not shown that its Petition involves "a significant question of law under the Constitution of the State of Washington or of the United States" or "involves an issue of substantial public interest that should be determined by the Supreme Court." RAP 13.4(b)(3) & (4). Although SpiceJet's Petition purports to raise a constitutional question, its position is contrary to apposite authority and seeks to conjure a problem that does not exist. At no time has SpiceJet alleged or argued that there is any ground to deny recognition of the English Judgment. The concern that SpiceJet raises—that someone may be forced to confront recognition of a judgment against them in a jurisdiction where they have no property on which that judgment could be levied—has been rejected in the

analogous context of recognition of sister-state judgments, has only very rarely ever even been raised, and simply does not pose a legitimate “concern” of any significance.

Moreover, the unanimous and short decision of the Court of Appeals is correct, well-reasoned, in accord with the law of other jurisdictions, and not in need of review, amplifying the absence of significance in the questions SpiceJet asks this Court to address. SpiceJet’s argument that jurisdiction over the judgment debtor or its property is required to recognize a foreign judgment is belied by the fact that no such jurisdiction is required to recognize other judgments, such as those of a sister state. SpiceJet’s attempt to analogize foreign arbitral awards to foreign money judgments fails in light of the substantial differences between such awards and a judgment, as recognized and addressed by the Court of Appeals.

Finally, even were the Court to grant SpiceJet’s Petition, the judgment below in all events can be affirmed on alternative grounds, not reached by the Court of Appeals: Alterna did in

fact plead the presence of SpiceJet property in the jurisdiction, which is enough under this Court's precedent to survive a motion to dismiss. In other words, even were SpiceJet's twice-rejected legal arguments correct, the judgment here can be upheld based on the allegations of Alterna's petition for recognition and the evidence in the record.

II. ISSUE CONDITIONALLY PRESENTED

Review of the issues presented by SpiceJet is not appropriate, for the reasons stated herein. Moreover, even if the Court were to grant review of the Court of Appeals' decision, that decision should be affirmed.

However, Alterna conditionally raises the following issue for review, to be considered only in the event the Court grants SpiceJet's Petition:

Whether the Superior Court properly denied SpiceJet's motion to dismiss on personal jurisdiction grounds Alterna's petition for recognition of its foreign-country money judgment against SpiceJet, where (a) Alterna has sufficiently pleaded that

SpiceJet owns cognizable interests in personal property located in Washington, and, in any event, (b) the record evidence demonstrates the existence of SpiceJet property interests in Washington.

III. STATEMENT OF THE CASE

A. SpiceJet’s Adjudicated Liability to Alterna

Alterna brought and litigated its underlying claim against SpiceJet in the High Court of Justice, King’s Bench Division, Business and Property Courts of England and Wales, Commercial Court (the “English High Court”). That court adjudicated Alterna’s claim in case number CL-2022-000509 (the “English Action”) and issued an Approved Judgment in Alterna’s favor dated March 2, 2023. CP 730 (the “Approved Judgment”). The Approved Judgment is the basis for the facts relied upon here, and set forth below, regarding SpiceJet’s liability to Alterna.

Alterna is a company registered in Ireland, and SpiceJet is registered in India. CP 731 ¶ 1. On June 7, 2019, Alterna

and SpiceJet entered into two materially identical lease agreements (together, the “Leases”), each for a Boeing 737-800 aircraft (separately and together, the “Aircraft”). CP 735 ¶ 24. Alterna delivered the Aircraft to SpiceJet on July 2 and July 16, 2019, but SpiceJet soon fell behind on its payments due under the Leases. *Id.* ¶ 28. On January 27, 2020, Alterna made written demands for payment of the outstanding sums. *Id.* When payment was not forthcoming, Alterna terminated the Leases on February 25, 2020, by written notice. *Id.*

After negotiations, Alterna and SpiceJet then entered into two agreements amending the Leases, and, when SpiceJet failed to perform under these, two further amendments. CP 735–37 ¶¶ 29–31. SpiceJet then defaulted under the second lease amendments as well and became liable to Alterna both for the full amount of the sums due and owing under the original Leases, and for rental payments that continued to accrue under the Leases, until Alterna exercised its right to terminate them. CP 738 ¶¶ 35–37. Furthermore, SpiceJet’s delays in returning

the Aircraft to Alterna and failure to pay GST caused Alterna additional damages, CP 739 ¶¶ 42–45, and Alterna incurred attorneys’ fees in connection with SpiceJet’s breaches, which were recoverable under the Leases, CP 740 ¶¶ 46–51.

B. The English Action and the English Money Judgment

To recover the amounts SpiceJet owed it for breach of the Leases, on September 9, 2022, Alterna duly sent SpiceJet a “Letter before Action,” which set forth Alterna’s claim and demanded payment. CP 723 ¶ 3. On September 27, 2022, Alterna commenced the English Action by filing a “Claim Form,” which was deemed served on SpiceJet on October 3, 2022. CP 724 ¶ 4.

On November 24, 2022, Alterna issued an “Application Notice” seeking summary judgment and associated relief. *Id.* ¶ 6. SpiceJet thereafter appeared in the English Action, through counsel of record. *Id.* ¶ 7.

The English High Court held a hearing on Alterna’s application for summary judgment on February 17, 2023. *Id.*

¶ 8. SpiceJet was afforded all opportunity to be heard and to defend, and in fact appeared and offered a partial defense.

SpiceJet did not advance arguments in the English Action that summary judgment should not be granted in Alterna’s favor.

CP 724 ¶ 9. Nor did SpiceJet contest the English High Court’s jurisdiction over the subject of the proceeding or the court’s personal jurisdiction over SpiceJet. *Id.* Instead, SpiceJet limited its arguments to contesting the amount of attorneys’ fees claimed by Alterna, and applying for a temporary stay of execution of any judgment. *Id.*

On March 2, 2023, the English High Court entered an “Approved Judgment,” which sets forth the reasoning, findings, and conclusions of the court and grants summary judgment in favor of Alterna and against SpiceJet. CP 725 ¶ 10, CP 730. In its Approved Judgment, the English High Court determined and decided that Alterna’s “application for summary judgment succeeds” and that that SpiceJet owes Alterna the following amounts:

- i. Rent, claimed in debt:
US\$9,229,818.85
- ii. Contractual interest on this debt:
US\$514,111.79
- iii. Indemnity in respect of lost Rent:
US\$1,078,637.29
- iv. Indemnity in respect of GST:
US\$300,000
- v. Indemnity in respect of Indian legal fees:
US\$37,429
- vi. Costs:
GB£100,000

CP 740 ¶ 52. Additionally, the English High Court dismissed SpiceJet’s application for a stay of execution, CP 742 ¶ 60, and awarded Alterna additional costs of GB£165,000, *id.* ¶ 63.

Also on March 2, 2023, the English High Court entered an “Order,” which sets forth the particulars of the judgment and orders SpiceJet to pay that judgment. CP 725 ¶ 14, CP 744 (the “Order”). (The Order together with the Approved Judgment is referred to herein as the “English Money Judgment.”) As set

forth in the Order, the English High Court ordered SpiceJet to pay to Alterna the following amounts:

- i. US\$10,645,885.14 and GB£100,000, on or before March 17, 2023;
- ii. Interest in the sum of US\$514,111.79, on or before March 17, 2023;
- iii. Alterna’s costs of the claim in the sum of GB£165,000, on or before March 17, 2023; and
- iv. Post-judgment interest accruing after March 17, 2023, at the daily rate of US\$1,834.52 and GB£54.81.

CP 744–45.

Alterna served SpiceJet with the Approved Judgment and Order on March 2, 2023. CP 726 ¶ 17. SpiceJet has failed to satisfy the English Money Judgment, either in whole or in any part.

C. The Uniform Foreign-Country Money Judgments Recognition Act

Alterna brought the underlying action under Washington’s enactment of the Uniform Foreign-Country Money Judgments Recognition Act (the “Uniform Act”), RCW

Chapter 6.40A. Like a majority of U.S. states, Washington has enacted the 2005 revision of the Uniform Act.¹ The Act provides that “Washington courts ‘shall recognize a foreign-country judgment’ for money damages that is ‘final, conclusive, and enforceable’ where rendered, unless one or more of the mandatory or discretionary grounds for nonrecognition applies.” *Shanghai Commer. Bank Ltd. v. Kung Da Chang*, 189 Wn.2d 474, 480, 404 P.3d 62 (2017) (quoting RCW 6.40A.030(1) & .020(1)(b)). The English Money Judgment at issue is a judgment for money damages that is final, conclusive, and enforceable where rendered. Moreover, none of either the mandatory or discretionary grounds for nonrecognition apply here; there is not even any allegation otherwise. The English

¹ See <<https://www.uniformlaws.org/committees/community-home?CommunityKey=ae280c30-094a-4d8f-b722-8dcd614a8f3e>>. Several other states have not adopted the 2005 revision but instead follow the original 1962 version of the Uniform Act. See *id.*

Money Judgment is thus entitled, on the undisputed record, to recognition in Washington.

When a court finds that a foreign-country money judgment is entitled to recognition under the Uniform Act, that judgment is: “(1) Conclusive between the parties to the same extent as the judgment of a sister state entitled to full faith and credit in this state would be conclusive; and (2) Enforceable in the same manner and to the same extent as a judgment rendered in this state.” RCW 6.40A.060.

D. The Underlying Recognition Action

Alterna commenced the underlying recognition action on April 27, 2023, by filing a Petition for Recognition of Foreign-Country Money Judgment. CP 1. Alterna’s petition did not assert any new cause of action, make any new claim, or seek to create any liability that does not already exist. Instead, the action simply sought recognition in Washington of the English Money Judgment.

SpiceJet entered a special appearance and moved to dismiss the action on July 10, 2023. CP 32. SpiceJet argued two grounds for dismissal: improper service of process, and lack of personal jurisdiction. First, and primarily, SpiceJet argued that Alterna was required by state and federal law to serve it in India via the Hague Service Convention.

Second, SpiceJet argued, in a single page of its brief, that the action should be dismissed because the Superior Court lacked general or specific jurisdiction over SpiceJet. CP 38.

On August 11, while SpiceJet's motion to dismiss was pending, Alterna moved for a summary judgment recognizing in Washington its English Money Judgment against SpiceJet. CP 709. On SpiceJet's motion, the Superior Court stayed further briefing and the hearing on Alterna's summary judgment motion until after it decided SpiceJet's motion to dismiss. The Superior Court heard argument on SpiceJet's motion to dismiss on September 1, 2023, and denied the motion. CP 686–87.

The Superior Court rejected SpiceJet's argument that Alterna was required to use the Hague Convention to effect service, because SpiceJet itself had explicitly consented in the aircraft lease agreements to service of process by mail. RP 40:17–41:10. SpiceJet has not assigned error to this portion of the Superior Court's order; it dropped this argument on appeal. *See* Appellant's Brief 3.

The Superior Court also rejected SpiceJet's personal jurisdiction arguments. RP 41:11–42:15. The court supported its order in part by relying on the reasoning of a New York appellate decision, *Lenchyshyn v. Pelko Electric, Inc.*, 281 A.D.2d 42, 723 N.Y.S.2d 285 (N.Y. App. Div. 2001). In *Lenchyshyn*, the appellate court affirmed recognition of a foreign-country money judgment where the trial court did not have personal jurisdiction over the judgment debtor. The Superior Court stated during the hearing on SpiceJet's motion to dismiss:

[T]his is not a situation where this is a novel or new lawsuit. This is simply porting over a judgment from one jurisdiction to another, a situation that arises on a regular basis, and a situation that there is an entire uniform code that's been developed to facilitate such enforcement actions in other jurisdictions.

RP 41:23–42:4.

The Superior Court then addressed the argument that the judgment debtor should have property in the jurisdiction to support an action to recognize a foreign-country money judgment against the debtor. The Superior Court agreed with *Lenchyshyn* “that it doesn’t make sense to quibble about whether there are assets currently here, especially in the case of personal property, which is obviously not tied to any one particular geography and is moveable,” and “that such a judgment should not necessarily be tied to a current existence of personal property.” RP 42:5–12. The Superior Court concluded: “So for that reason, it seems as if fairness and

practicality does dictate a finding of jurisdiction in this case.”

RP 42:13–15.

Alterna subsequently re-noted its summary judgment motion, which SpiceJet declined to oppose. CP 746. SpiceJet did not raise or even allege any ground for non-recognition of the English Judgment at any time in the proceedings below.

The Superior Court granted Alterna’s summary judgment motion on October 27, 2023, CP 755, and entered judgment in Alterna’s favor and against SpiceJet on November 20, 2023, CP 690. SpiceJet then filed a notice of appeal. CP 695.

E. The Decision of the Court of Appeals

The Court of Appeals, Division One, entered its published opinion in this matter on December 2, 2024, which affirmed the trial court’s denial of SpiceJet’s motion to dismiss. (A copy of the slip opinion of the Court of Appeals’ decision in this matter is attached to SpiceJet’s Petition as Appendix A and is referred to herein as “slip op.”)

Summarizing its decision, the Court of Appeals stated that “the trial court correctly concluded that Alterna was not required to show a basis for the exercise of personal jurisdiction over SpiceJet in this recognition action under the Uniform Act.” Slip op. 2. The Court of Appeals further explained that “neither the plain language of the Uniform Act nor case law interpreting and applying the Act require a judgment creditor to show a basis for the exercise of personal jurisdiction over a judgment debtor before obtaining recognition of a foreign country money judgment.” Slip op. 5.

The Court of Appeals noted that the Uniform Act “provides that a court ‘shall recognize a foreign-country judgment’ except where there are grounds for nonrecognition,” slip op. 7 (quoting RCW 6.40A.030(1)), and that “SpiceJet has not asserted that any of the grounds for nonrecognition under Washington law exist here,” slip op. 8. Thus, the only issue before the court was “whether Alterna must ... show a basis for the exercise of personal jurisdiction over SpiceJet in the

recognizing forum before it may properly seek recognition of the Foreign Judgment under the Uniform Act.” Slip op. 8 (emphasis in original). The Court of Appeals recognized that “[n]o appellate court in Washington has squarely addressed” that issue, and it therefore looked to decisions in other jurisdictions interpreting the Uniform Act, as directed by RCW 6.40A.900. Slip op. 9.

The Court of Appeals analyzed and quoted from a decision of the New York Appellate Division, *Abu Dhabi Commercial Bank PJSC v. Saad Trading, Contracting & Financial Services Co.*, 117 A.D.3d 609, 986 N.Y.S.2d 454 (N.Y. App. Div. 2014), which held that where a foreign judgment debtor has actual notice of recognition proceedings and does not raise any grounds for nonrecognition, “a party seeking recognition in New York of a foreign money judgment (whether of a sister state or a foreign country) need not establish a basis for the exercise of personal jurisdiction over the judgment debtor by the New York Courts.” Slip op. 10

(quoting *Abu Dhabi*, 117 A.D.3d at 611 (internal quotation marks omitted)). The court in *Abu Dhabi* also held that New York’s enactment of the Uniform Act does not “require the judgment debtor to maintain property in New York for New York to recognize a foreign money judgment,” because the absence of property in the jurisdiction is not a ground for nonrecognition under the Act. Slip op. 10 (quoting *Abu Dhabi*, 117 A.D.3d at 612).

The Court of Appeals recognized that the U.S. Supreme Court’s decision in *Shaffer v. Heitner*, 433 U.S. 186, 97 S. Ct. 2569 (1977), “requires minimum contacts between the defendant and the forum in the action that determines the defendant’s liability to the plaintiff, [but] it does not require a judgment creditor to show a basis for the exercise of personal jurisdiction over a judgment debtor in a recognition action.” Slip op. 11. This rule, the Court of Appeals concluded, “makes practical sense,” slip op. 12, because “SpiceJet’s jurisdictional argument ... , if accepted, would allow judgment debtors to

avoid recognition of a valid foreign country money judgment under the Uniform Act simply by moving property to another state,” *id.* at 13. The Court of Appeals’ decision affirming the trial court “avoids that absurd result.” *Id.*

IV. ARGUMENT

A. The Petition Fails to Meet the Criteria of RAP 13.4(b).

The Supreme Court should deny SpiceJet’s Petition because SpiceJet has failed to satisfy the criteria of RAP 13.4(b). Specifically, SpiceJet has not shown that its Petition involves “a significant question of law under the Constitution of the State of Washington or of the United States” or “involves an issue of substantial public interest that should be determined by the Supreme Court.” RAP 13.4(b)(3) & (4).²

While SpiceJet’s Petition seeks to invoke a constitutional issue, not every such petition must be granted, especially here, where the issue is not a “significant” one. *See* RAP 13.4(b)(3).

² Subsections (1) and (2) of RAP 13.4(b) are inapplicable here.

The purported constitutional issue was easily and unanimously rejected by the Court of Appeals as without merit, as contrary to the holding of the United States Supreme Court in analogous matters, and as contrary to the authority that has addressed this question. (We address this in depth in the next section.)

Indeed, the Court of Appeals noted that the purported constitutional question here is, in truth, part of an effort by a judgment debtor to dodge its judgment, and the result SpiceJet seeks would serve only to aid debtors trying to avoid payment. Slip op. 12–13.

The constitutional issue presented by SpiceJet’s Petition is narrow and esoteric. The Uniform Act has been part of Washington law since 1975,³ but this is the first time the Court of Appeals has issued a decision, published or not, that addresses the issue of whether personal jurisdiction is required

³ Washington enacted the original (1962) version of the Uniform Act in 1975, RCW ch. 6.40. In 2009, the Legislature repealed that version of the Uniform Act and enacted the revised (2005) version, RCW ch. 6.40A

in an action to recognize a foreign-country money judgment. The “problem” does not come up, because no one has an incentive to get recognition of a judgment in a locale where it cannot be enforced, and, moreover, recognition of a judgment in a jurisdiction where it cannot be enforced does not have any impact or consequence. A constitutional question that arises so infrequently, and in this context, can hardly be called “significant.” There is no “substantial public interest” in allowing judgment debtors additional opportunity to dodge and evade their judgment obligations. *See* RAP 13.4(b)(4).

B. The Court of Appeals’ Decision Is Sound and Should Stand.

Contrary to the arguments in SpiceJet’s Petition, the reasoned, published opinion of Division One came to the correct conclusion, and the Court should let it stand.

SpiceJet contends the Court of Appeals erred because due process requires personal jurisdiction over a judgment debtor in a recognition action under the Uniform Act, relying principally on the U.S. Supreme Court’s decision in *Shaffer v.*

Heitner. SpiceJet’s position here is not supported by that case, however, as the Court of Appeals recognized. Slip op. 11–12.

Shaffer stands for the proposition that personal jurisdiction is not necessary in a proceeding to enforce a sister state judgment. *See* 433 U.S. at 210 n.36. In an enforcement proceeding, the presence of the defendant’s property in the forum satisfies due process. *Id.* SpiceJet tries to twist this proposition regarding *enforcement* proceedings into a constitutional requirement that for a court merely to *recognize* a foreign judgment, a judgment debtor must possess property in the recognizing jurisdiction. But this is not the rule: it is undisputed that the *recognition* of foreign judgments rendered by Washington’s sister states does not require jurisdiction over the judgment debtor’s person or property.

Instead, Washington law merely requires that a “copy of [the] foreign judgment authenticated in accordance with the act of congress or the statutes of this state ... be filed in the office of the clerk of any superior court of any county of this state.”

RCW 6.36.025(1). Per the same statute, “The clerk shall treat the foreign judgment in the same manner as a judgment of the superior court of this state” and such a judgment may be enforced as a judgment of this state. *Id.* Given that a judgment debtor’s rights are unaffected by the recognition in Washington of a sister state judgment, it makes sense that due process would not require jurisdiction over the judgment debtor’s person or property for a recognition action. And, indeed, this is the law. *See Fidelity Nat’l Fin., Inc. v. Friedman*, 935 F.3d 696, 701–702 (9th Cir. 2019) (holding no requirement of personal jurisdiction over judgment debtor’s person or property in recognizing forum under federal judgment registration act and stating, “registration itself does not change the amount of money or property owed; it only facilitates collection of a pre-existing judgment”); *see also WV 23 Jumpstart, LLC v. Mynarcik*, 85 Cal. App. 5th 596, 604, 609, 301 Cal. Rptr. 3d 402 (2022) (holding no requirement of personal jurisdiction over judgment debtor to register sister-state judgment in

California). It is only when the substantive rights of the debtor are at stake—in enforcement proceedings—that due process require more: jurisdiction over the thing the judgment creditor seeks to execute against. *See Shaffer* 433 U.S. at 210 n.36. The same logic applies—and the same rules should apply—to actions to recognize foreign-country money judgments. And, again, this is the simple holding of the Court of Appeals. Slip op. 2; *see also id.* 13–15.

Notably, SpiceJet did not argue before either the trial court or the Court of Appeals that it has any ground under the Uniform Act to oppose recognition of Alterna’s English Money Judgment. SpiceJet thereby concedes it has nothing of substance at stake in these proceedings. A closer case conceivably might be presented if a judgment creditor were to assert some mandatory, or even non-mandatory, grounds for non-recognition under the Uniform Act which then had to be adjudicated—but that is not this case.

SpiceJet cites *Electrolines, Inc. v. Prudential Assurance Co. Ltd.*, 260 Mich. App. 144, 677 N.W.2d 874 (Mich. Ct. App. 2003), but that case does not help SpiceJet here. *Electrolines* involves an action to *both* recognize *and* enforce a foreign-country money judgment. The court in *Electrolines* held that jurisdiction over the person or property of the judgment debtor is required where the judgment creditor brings an action to *enforce* a foreign judgment. *See* 677 N.W.2d at 885. This is consistent with the decision of the Court of Appeals here. As discussed above, in an *enforcement* action, the absence of property interests in the jurisdiction would defeat the action, because there would not be anything against which to enforce the judgment. Notably, the *Electrolines* court explicitly disclaimed any ruling on the jurisdictional requirements, if any, governing a *recognition* action, rather than an enforcement action. *Id.* at 883.

As it did before the Court of Appeals, SpiceJet tries to equate actions to recognize foreign arbitral awards (which

require personal jurisdiction) with actions to recognize foreign-country money judgments (which do *not* require personal jurisdiction, as the Court of Appeals held). The Court of Appeals’ decision compellingly refutes this argument. Slip op. 15. The cases analyzing recognition of foreign arbitral awards that SpiceJet relies upon do not apply here, first, because are they governed by a different statute. *Id.* Second, as the Court of Appeals noted, “whereas a foreign country money judgment is a *judicial* decree of a foreign government, an unconfirmed arbitral award is a *contractual* decree that has the force and effect of a judgment only if and after it is confirmed by court order.” *Id.* (emphasis in original).

Unless and until an arbitral award is confirmed by a court of competent jurisdiction, it cannot be enforced anywhere. *See Confirming Arbitration Awards – Generally*, 1 ALTERNATIVE DISPUTE RESOLUTION § 27:6 (4th ed. 2023 update) (“Until an arbitration award is confirmed or vacated, it has only the effect of a written contract between the parties.”); *see also Asahi*

Glass Co. v. Toledo Eng'g Co., 505 F. Supp. 2d 423, 431 (N.D. Ohio 2007) (“Unconfirmed arbitral awards—those that are unreviewed by any court—are not ‘judicial proceedings’ entitled to recognition under the full faith and credit statute.”) (citing *McDonald v. City of W. Branch, Mich.*, 466 U.S. 284, 104 S. Ct. 1799 (1984) (unconfirmed arbitral award not entitled to preclusive effect)). Thus, confirmation of an arbitral award does affect the substantive rights of any parties to the arbitration who are liable under the award, by making that liability enforceable. By contrast, a foreign-country money judgment is already enforceable under binding judicial authority—recognition addresses only where the judgment may be enforced and thus does not affect any party’s substantive rights. The federal arbitral award–confirmation cases SpiceJet cites are not apposite here.

C. If the Court Grants SpiceJet’s Petition, It Can Affirm the Trial Court’s Decision on Alternative Grounds.

If the Supreme Court were to grant SpiceJet’s Petition, the trial court’s decision would nonetheless be affirmed, either

on the same grounds relied upon by the Court of Appeals or on alternative grounds that the Court of Appeals did not reach.

Bangerter v. Hat Island Cmty. Ass’n, 199 Wn. 2d 183, 188, 504 P.3d 813 (2022).

In a footnote to its decision, the Court of Appeals noted that Alterna had argued,

in the alternative, that even if it was required to establish a basis for the exercise of personal jurisdiction over SpiceJet to seek recognition of the Foreign Judgment under the Uniform Act, it did so by alleging in its Petition that “[t]his Court has jurisdiction for this action, if and to the extent required, *inter alia* because SpiceJet owns cognizable interests in personal property located in King County, Washington, that can be applied to satisfy the foreign-country money judgment described herein.”

Slip op. 16 n.5. The Court of Appeals concluded that it “need not address this issue because ... the trial court correctly concluded that Alterna was not required to establish” a basis to exercise personal jurisdiction over SpiceJet “to obtain

recognition of the Foreign Judgment under the Uniform Act.”

Id.

Alterna argued to the Court of Appeals (and to the trial court) that its jurisdictional allegation must be accepted as true under the Supreme Court’s decision in *State v. LG Electronics, Inc.*, 186 Wn.2d 169, 375 P.3d 1035 (2016). In that case, the Court held that at the motion-to-dismiss stage, a plaintiff’s jurisdictional allegation must be accepted as true, even in the face of a contrary statement in a declaration, at least until “appropriate discovery” has taken place. 186 Wn.2d at 183–84. As Alterna argued to the Court of Appeals, its allegation that SpiceJet owns property in Washington is a fully sufficient basis for this Court to affirm the trial court’s denial of SpiceJet’s motion to dismiss.

Furthermore, the evidence in the record shows that in fact SpiceJet has property interests in Washington. The record reflects the publicly available evidence that SpiceJet “is entitled for [sic] certain cash and non-cash accommodations” from

Boeing—whose commercial airplane division is headquartered in Washington—“over a period of time.” CP 484 ¶ 3 & CP 596 n.49. Furthermore, Boeing’s website discloses that SpiceJet currently has 129 unfilled orders with Boeing for 737 MAX aircraft. CP 485 ¶ 5 & CP 681. It is black-letter law that contract rights are personal property. *E.g.*, *Carlile v. Harbour Homes, Inc.*, 147 Wn. App. 193, 207, 194 P.3d 280 (2008) (“A right of action arising from a contract is ... personal property.”); *Ennis v. Ring*, 49 Wn.2d 284, 289, 300 P.2d 773 (1956) (same). This evidence supports Alterna’s allegation—which anyway is accepted as true—that “SpiceJet owns cognizable interests in personal property located in King County, Washington,” CP 2 ¶ 4.

V. CONCLUSION

This case is not appropriate for review by the Supreme Court, and the Court should deny SpiceJet’s Petition.

VI. CERTIFICATION

This document contains 4,956 words, excluding the parts of the document exempted from the word count by RAP 18.17.

RESPECTFULLY SUBMITTED this 3rd day of
February, 2025.

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CERTIFICATE OF SERVICE

I hereby declare under penalty of perjury under the laws of the State of Washington that on this date, I caused a true and correct copy of the foregoing document to be served as follows:

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Amanda Sacturn

FENNEMORE CRAIG, P.C.

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