

**BROKER SOLUTIONS, INC. V. ARCHULETA**

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**BROKER SOLUTIONS, INC. d/b/a  
NEW AMERICAN FUNDING,  
Plaintiff-Appellee,  
v.  
PATRICK J. ARCHULETA  
Defendant-Appellant,  
and  
THE UNKNOWN SPOUSE OF  
PATRICK J. ARCHULETA, in any;  
STATE FARM MUTUAL AUTOMOBILE  
INSURANCE COMPANY; and  
WILLIAM BURTON,  
Defendants.**

No. 35,539

COURT OF APPEALS OF NEW MEXICO

September 1, 2016

APPEAL FROM THE DISTRICT COURT OF SANTA FE COUNTY, Sylvia F. LaMar  
District Judge

**COUNSEL**

Rose L. Brand & Associates, PC, Eraina M. Edwards, Albuquerque, NM, for Appellee

Law Office of Peter B. Shoenfeld. P.A., Peter B. Shoenfeld, Santa Fe, NM, for Appellant

**JUDGES**

MICHAEL E. VIGIL, Chief Judge. WE CONCUR: MICHAEL D. BUSTAMANTE, Judge,  
TIMOTHY L. GARCIA, Judge

**AUTHOR:** MICHAEL E. VIGIL

## MEMORANDUM OPINION

**VIGIL, Chief Judge.**

{1} Defendant-Appellant Patrick J. Archuleta appeals from the district court's order denying his motion to set aside a summary judgment against him on the ground of lack of jurisdiction, entered on March 3, 2016. [2 RP 379] In this Court's notice of proposed disposition, we proposed to summarily affirm based on the Supreme Court's newly issued opinion, *Deutsche Bank Nat'l Trust Co. v. Johnston*, 2016-NMSC-013, 369 P.3d 1046. Appellant filed a memorandum in opposition (MIO), which we have duly considered. Remaining unpersuaded, we affirm.

{2} In his memorandum in opposition, Appellant argues that, because he asserted the defense of lack of standing in his answer to the complaint, *Johnston* does not apply to the present case. [See MIO 2–4] In essence, Appellant is arguing that, because he asserted the defense in his answer and because Plaintiff Broker Solutions, Inc. did not raise or brief *Appellant's defense* in its motion for summary judgment, the facts that he did not respond to Plaintiff's motion for summary judgment, that a final judgment was entered against him, and that he did not file his post-judgment motion until after the period for appealing such final judgment had expired, are not relevant in determining whether he may raise prudential standing in his post-judgment motion. [See *id.*] However, Appellant fails to cite any authority in support of such a proposition, so we assume no such authority exists. See *Curry v. Great Nw. Ins. Co.*, 2014-NMCA-031, ¶ 28, 320 P.3d 482 (“Where a party cites no authority to support an argument, we may assume no such authority exists.”).

{3} Moreover, *Johnston* made clear that “a final judgment on any . . . cause of action [other than one that lacks standing as a jurisdictional matter], including an action to enforce a promissory note such as this case, *is not voidable under Rule 1-060(B)* due to a lack of prudential standing.” *Johnston*, 2016-NMSC-013, ¶ 34 (emphasis added). As Appellant filed his motion to set aside the judgment due to Plaintiff's purported lack of prudential standing *after* the period for appeal following entry of a final judgment had expired [1 RP 123, 146], see Rule 12-201(A)(2) NMRA (stating that a notice of appeal shall be filed within thirty days after the judgment appealed from is filed in the district court clerk's office), the fact remains that the final judgment *is not voidable* under Rule 1-060(B) due to a lack of prudential standing, see *Johnston*, 2016-NMSC-013, ¶ 34, regardless of whether Appellant asserted the defense in his answer to the complaint.

{4} Accordingly, for the reasons stated in our notice of proposed disposition and herein, we affirm.

**{5} IT IS SO ORDERED.**

**MICHAEL E. VIGIL, Chief Judge**

**WE CONCUR:**

**MICHAEL D. BUSTAMANTE, Judge**

**TIMOTHY L. GARCIA, Judge**