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## APPENDIX

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**BASIS FOR JURISDICTION  
IN THIS COURT**

The jurisdiction of this Court is invoked pursuant  
to the Provisions of 28 U.S.C. Section 1254(1).

Damages for interference with contractual relations.  
Inverse condemnation, taking, and Civil Conspiracy  
and Deprivation of Rights (42 U.S.C.1983)  
under Rule 41 (A) (1).

The Supreme Court has appellate jurisdiction in matters  
appealed to the Court of Appeals, and the Court of Appeals  
certifies to the Supreme Court.

That the matter involves:

- (1) A significant question of law under the  
Constitution of New Mexico or the United  
States; or
- (2) An issue of substantial public interest that  
should be determined by the Supreme Court.

3.

**CONSTITUTIONAL, STATUTORY  
and RULE PROVISIONS**

**Treaties:**

**Deprivation of Rights Under Color of Law  
42 U.S.C. 1983.**

**Federal jurisdiction (7<sup>th</sup> edition 2016).**

**American law of Torts: Strict liability in Tort,  
Intentional Torts.**

**Fifth and Fourteenth Amendments to the  
Constitution of the United States, taking of  
Property.**

**Interference with Contractual Relations.**

**Taking of property, Inverse Condemnation,  
and Civil Conspiracy in the Second Judicial  
District Court of New Mexico.**

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## STATEMENT OF THE CASE

On May 21, 2004. Emma Serna Contractor, d/b/a Serna Associates Construction Co., LLC, completed a remodel job for Margette Webster, at her home at, 7808 Oakland, N.E. Albuquerque, NM. Two finals were issued, one from the city, and one from the Construction Industries Division, (CID). Margette Webster refused to pay her final bill. Three years went by, and the Serna Party placed a lien on the house, for the balance due. On the third year, after the job was completed, no payment had been made, on the balance, Margette sued the Construction Co., for damages. The one year warranty was over, and the statute of limitation was over, she had breached the contract, and during those three years, Albuquerque had experienced heavy snow falls, strong winds, and hail storms. In 2006, the hail storm was so strong that her new balcony was damaged because they were exposed to the elements. Margette and David Webster tried to repair the balcony on their own, but made the damages worse, so they pulled all the material off, and had a roofer re-roof the area. Margette Webster on the third year, 2007, after her insurance company company refused to pay for the repairs, decided to blame the

2. damages on Serna's construction company. Margette Webster sued, in state second judicial district court, Emma and Mike Serna d/b/a Serna & Associates, LLC, in 2007, a company that Emma Serna does not own. She sued Mike Serna, a person who did not work for the construction company. Emma Serna then sued, Margette Webster, for breach of contract, and money due. Serna sued as Emma Serna individually d/b/a Serna & Associates Construction Company, LLC., 2007, as Ms. Serna is the only member of the limited liability company. Serna's then attorney, Bob Simon, years later, hand wrote in an "&" in Serna's Complaint , and he then filed it, without Serna's permission, initials or an amended copy submitted. Simon then filed for a partial summary judgment, and he managed to mishandle the entire hearing, so we were denied. After a year of Attorney Simon's consistent mishandling of the case, and consolidating the two cases, state district court case CV-2007-06641 with CV-2007-09594, Serna found out that Simon was also representing Margette and charging Emma for all the services. Serna resorted to dismissing him, and hired another attorney. Attorney Clayton Crowley. Crowley immediately filed for full summary judgment, and dismiss Mike Serna from the case. On October 15, 2008, Judge Lang granted the Serna Party summary judgment, and Mike Serna

was dismissed. Judge Lang had already heard, in the partial summary judgment about the breach of contract and money due, from Margette Webster to the Party. The minutes from the hearing read, "the motion is well-taken, and there is a genuine issue of material fact as to his status". The motion for summary judgment is granted to the Defendants. A hearing was held on January 14, 2009 at 8:30 A.M. for the presentation of the Order, but Crowley canceled the hearing, and never motioned the courts again, then Judge Lang retired, and Crowley waited until 2010 when Judge Butkus was appointed. Crowley then wrote up an incorrect order, only indicating that Mike Serna was dismissed, but summary judgment should have been granted but was not. Serna then hired Attorney Becht. Becht filed to have Serna's lawsuit dismissed. Serna was forced to recuse Attorney Becht.

Once Attorney Crowley wrote the order incorrectly, and refused to correct it, the Serna Party's civil and Constitutional rights were violated. Judge Butkus had given Serna the right to represent the company, but refused to sign a corrected order, and said, "to thank Mrs. Webster", then resigned from the case. The third judge, Judge Malott, said, "he was not going to sign Serna's judgment, then recused himself. The fourth judge, Judge Brickhouse, then became

the presiding judge, and restricted the Serna Party, from submitting any pleadings or motions. This judge would yell at Emma, and would decline every motion submitted to her at her office. Emma was not to file anything, and could not defend herself. The Serna Party then filed, in the state court of appeals for a writ of certiorari, for the summary judgment order that had not been signed. They said Serna was untimely, but acknowledge the fact that Serna was granted summary judgment. Serna then appealed this to the State Supreme Court and they agreed with the court of appeals, and said send her her mandate. The mandate was signed and entered against Margette and David Webster, on March 3, 2014, and in district court on July 10, 2014. Arbitration with AAA was held, according to the contract, but the Webster's refused to attend, therefore they defaulted, but the arbitrator, Calvert, refused to give Serna a judgment against them. Brickhouse then scheduled a court annexed arbitration, and Serna refused to attend because Brickhouse said she was not going to sign Serna's judgment, and that the mandate did not say, "Brickhouse sign the judgment". The mandate was sent to her, since she was the presiding judge, but said she was not going to sign any judgment for Serna. Brickhouse yelled and yelled at Serna, in the courtroom, and told Serna that all district court judges told Serna she does not have a judgment.

Arbitrator Wells, then wrote out a judgment to a Margaret Webster, and against a company that Emma Serna does not own, Emma Serna d/b/a Serna & Associates, LLC, and it does not even say it is a construction company. A nickname Margette gave the Serna Company. This is a legal document.

The award was adopted as is, and Margette or her attorney never made the changes nor was the judgment for Serna ever signed. Serna appealed this to the State Supreme Court , and the order came back, court of appeals go with Serna v. Webster to end the two cases. This never materialized.

Since, the mandate was not executed, as it should had been, Margette has lied she is Margaret, and has committed perjury and identity theft, and has stolen \$35,000.00 from the Serna family. Margette has had the judge sign a writ of execution directly against Mike and Emma Serna. She sent out the Bernalillo County Sheriff's Collection department to collect everything from Serna's home, without a valid judgment.

Their excuse was, the judge gave us a writ, and we do what the judge tells us. The deputies had come out to Serna's home a year ago, and they knew there was no judgment. Margette wrote out her own writ of garnishment and sent it to BBVA compass Bank, that Margette wants all of Mike and Emma Serna's money that was from Emma's mom's insurance death benefits, and she even sent a subpoena for Serna's line of credit, to steal what is available, and the attorney, Attorney Cooksey, told the bank to give her all of Serna's money, without a valid judgment. Everything that the Serna's own is in the Mike Serna's Irrevocable Trust, and attorney Cooksey did not act in accordance to the Irrevocable Trust, and told the bank not to honor anything their clients, the Serna's said. The Serna's took their complaint to the Consumer Financial, and the Federal Reserve to complain that one of their banks is giving protected money away. The Federal Reserve said, let the courts handle it.

Serna filed a lawsuit in federal court, for the violation of her Civil and Constitutional Rights, and transferred her state civil case into federal court, to vacate the award which is considered void, and federal judge, Judge Browning, refused. This judge did not even try to restore Serna's civil rights. Serna then appealed her case to the Federal Court of Appeals, and they said, "Serna is not convincing". Judge Brickhouse and Judge Nash have misrepresented a judgment, a writ of garnishment, a writ of execution, an order to include Emma Serna into a false judgment. The attorney's lied to the judge, and Serna is the one that has paid the price all because Margette and David Webster are friends of these judges. This all happened while we were all in federal court. They used outside collectors while the case was on appeal. Federal Judge Browning gave the deputies an oral okay to collect from the Sernas. No hearing, no notice, just ex parte communications to keep Margette happy.

## REASONS FOR GRANTING THE PETITION

The Plaintiff, Emma Serna d/b/a Serna & Associates Construction Co., LLC has exhausted all state and federal courts to have her granted summary judgment signed and filed. A litigant should not be put under such duress just to accomplish the signing of a judgment, especially when the highest state court has agreed that the Serna Party is correct. A judge who takes an oath should abide by the oath, to uphold the constitution all the time. No judge should deviate from the mandate as it only involves a ministerial job. Not obeying a mandate gives the public a sense that all high officials are going to do the same, because they are immune.

The cost, time away from the family, the loss of her first, fifth, and fourteenth amendments, is a big price to pay because you chose the road to truth. Yes, the state supreme court made a decision, but when it is not carried through, you start wondering if the system is working or it needs to be revamped. This is a human's life they are dealing with, and it affects the entire family and friends, and depriving a litigant from the right to defend herself, the property on an invalid judgment, and taking federally protected funds, and no one cares, and they break the law on an act of greed, for a friend, or themselves.

The erroneous thinking on the part of state district court is intolerable, and as a general contractor, working on a home-owner's house, you take pride in what your sub-contractors are doing, and you expect to get paid. A government official that forces you to borrow money to pay the salaries, and material used in a job, that is not your home then forces you to surrender your hard earned money, and to a person who falsified and used deception to defame and deprive you of your hard earned money.

A tribunal that permits a collector to garnish your social security, and the death benefits from your mother's death insurance, is as low as a person can to. I am ashamed that a tribunal would not allow you to defend yourself, and after having three attorneys that all were compensated by Margette Webster, in one way or another, knew Serna could not trust another attorney.

For these, and so many other reasons this is why this petition should be heard. Greed, hatred, abuse of the system, due process of the law, the entire loss that the petitioner has endured. The Petitioner has a right to bring a lawsuit when her civil rights have been violated.

Webster had a specific intent of a crime, which means Webster acted intentionally with knowledge that she was violating the law.

See *United States v. Simpson*, 460 F.2d 515, 518 (9<sup>th</sup> Cir. 1972).

Webster knew that these documents were public record, and to Shame the Sernas. See *United States v. GeGroat*, 30 F. 764, 765 (E.D. Mich. 1887). Webster has Serna's computer hacked, in order to have an advantage over what she is sending to the courts.

Serna does not have any of her financials on the computer.

The Attorney General refused to investigate into this matter because they represent the judges involved, and Webster has bestowed them with gifts.

#### CONCLUSION

The petition for writ of certiorari should be granted.

The significance of violation of a person's civil and constitutional rights warrant's this Court's immediate review.

Respectfully submitted,  
The Petitioner

Emma Serna d/b/a Serna &  
Associates Construction  
Co., LLC, Pro Se  
P.O. Box 65384  
Albuquerque, NM 87193  
(505)321-1661  
November 8, 2019

## STATE APPENDIX/Page 2

Appendix F: Incorrect Order of October 15,  
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1a  
**APPENDIX A**

**Note: This order is nonprecedential**

**UNITED STATES COURT OF  
APPEALS FOR THE  
TENTH CIRCUIT**

**Case no. 18-2049**

**Emma Serna d/b/a Serna & Associates  
Construction Co., LLC.,  
Petitioner/Plaintiff,**

**v.**

**Margette Webster, et. al.,  
Defendants/Responders**

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**ORDER**

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**Circuit Judges/ Lucero, Kelly, Phillips**

**Re: Rehearing/Denied on 01/02/2019**

**Petition for rehearing on default judgments, motion for executing mandate,  
transfer to another judicial circuit.**

**Entered for the Court  
Elisabeth A. Shumaker, Clerk  
by: Lindy Lucero Schaible  
Counsel to the Clerk**

APPENDIX B

1b

UNITED STATES COURT OF APPEALS  
FOR THE TENTH CIRCUIT

Emma Serna d/b/a Serna & Associates  
Construction Co., LLC,  
Plaintiff/Appellant

v.

Margette Webster, et al.,  
Defendants/Appellees.

Case no. 18-2049

(D.C. No. 1:17-CV-00020-JB-JHR)  
(D.N.M.)

(Filed on December 13, 2018)

ORDER & JUDGMENT

After examining the briefs and appellate record this panel has determined unanimously that oral argument would not materially assist in the determination of this appeal. See Fed. R. App. P. 34 (a)(2); 10<sup>th</sup> Cir. R. 34.1 (G). The case is therefore ordered submitted without oral argument. This order and judgment is not binding precedent, except under the doctrines of law of the case, Res Judicata, and collateral estoppel. It may be cited, however, for its persuasive value consistent with Fed. R. App. P. 32.1 and 10<sup>th</sup> Cir. R. 31.1.

## APPENDIX B

b2

Rule 55 states default judgments must be signed when the defendant fails to plead and/or defend himself, and the Plaintiff/Appellant sought affirmative relief, in federal court. In Rule 60(b), Chisholm did not plead or otherwise. An affidavit, and a motion were entered, and the presiding judge declined to acknowledge the severity of this attorney's actions. According to Fed. R. Civ. P. 55(a) default was needed, and Appellant followed this procedure. The Appellant is owed damages. The Appellee not only represented Margette and David Webster, in their fraudulent lawsuit, in state district court, this attorney admitted he would, and did file a false lien against the Appellant's property, which is owned by an Irrevocable Trust, and the Trust was not sued or can be sued. The complaint rose from the dispute from state court, and has continued in federal court, due to the violation of civil and constitutional rights. Amendments first, fifth, and fourteenth have been violated, and these violations were and continued in federal district court. Even after, the Appellant reported this in motion after motion, to the presiding judge, Judge Browning.

## APPENDIX B 3b

The Appellant was protecting herself, and her business, but to no avail, the judge resorted to seek that the Appellant attend trial against only three of the Appellees. The only ones that the Appellant had sued previously was Margette and David Webster, and they were the main issue for transferring the case into federal court.

There were and still are constitutional violations, and Margette and David Webster filed another lawsuit in state district court, a continuation of the old cases, CV-2007-06641 consolidated with CV-2007-09594. The two Websters insist that the State court sanction the Serna Party, and deprive them of their civil and legal rights.

APPENDIX C  
1c

IN THE UNITED STATES  
DISTRICT COURT FOR THE  
DISTRICT OF NEW MEXICO

Emma Serna d/b/a Serna & Associates  
Construction Co., LLC.,  
Petitioner/Plaintiff,

v.

Margette Webster, et al.,  
Respondent/Defendants.  
Case no. CV-17-02000-JB/JHR

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FINAL JUDGMENT

Adopted magistrate judge's third proposed findings and recommended Disposition, dismissing this case with prejudice, and imposing filing Restrictions upon Plaintiff Emma Serna, filed on March 31, 2018, (Doc.179) under rule

James O. Browning/

United States District Judge

The judge refused to acknowledge the mandate, and the fact that the magistrate judge erred in his findings, that Serna had only sued three of the defendants. The only defendants sued were Margette and David Webster.

There was no reason to consent to a hearing with only (3) of the defendants, when violations of the Plaintiff's civil rights and constitutional rights were materializing, while in federal court, and the judge had a right to order the defendants to stop these violations of the constitution. The judges have a pending lawsuit against them by the Plaintiff.

APPENDIX A  
1a

IN THE SUPREME COURT OF THE  
STATE OF NEW MEXICO

Amended Order

April 19, 2016/case no. S-1-SC-35827

Writ of certiorari/Denied, and it is Further Ordered that the Court of Appeals may proceed in Serna v. Webster, Ct. Appl. No. 34535; 34,755 in accordance with the Rules of Appellate Procedure.

By: Amy Mayer/Clerk of the Supreme Court

The Plaintiff filed a writ of certiorari after there had been (2) arbitrations.

1. First one was according to the construction contract. With AAA. The Defendant's, Margette and David Webster refused to attend the contract arbitration. Therefore, they defaulted.
2. The Second arbitration was a court annexed, and the Plaintiff refused to attend. The court appointed arbitrator chose not to introduce the granted mandate for the summary judgment for the Serna Party.