

No. 21-7761

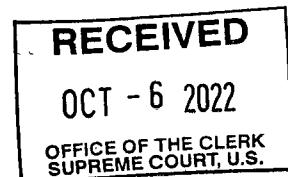
IN THE
SUPREME COURT OF THE UNITED STATES

In Re Shannon Riley

On Petition for a Writ of
Mandamus to the Supreme
Court of the State of Kansas

PETITION FOR REHEARING

Shannon Riley
Petitioner, pro se
1368 Smiths Lawn
Aiken, SC 29801
(815) 814-5179
shannon@infinitysporthorse.com



(i)

TABLE OF CONTENTS

Table of Authorities.....	(ii)
Petition for Rehearing.....	1-3
Reason for Granting Petition.....	3-4
Conclusion.....	4-6
Certificate of Counsel.....	unnumbered

APPENDIX

TABLE OF AUTHORITIES

CASES

World-Wide Volkswagen v Woodson 326 US 310.....	3
International Shoe v Washington.....	3
Carrie Kathleen Meehan v Shannon Riley In The District Court of Johnson County Kansas Civil Division 18CV00490.....	1-4
Carrie Kathleen Meehan v Shannon Riley In The Court of Appeals of the State of Kansas Case No. 122380.....	3-4

Shannon Riley, Petitioner v Carrie Kathleen Meehan, RespondentIn The Supreme Court of the State of Kansas Case No 124,722.....	4
--	---

Pennoyer v Neff 95 U.S. 714.....	2
-------------------------------------	---

State of South Carolina County of Aiken In The Court of Common Pleas Case No. 2019CP0200950.....	1-3
---	-----

Cheney v U.S. Dist Ct for D.C. Circuit 542 U.S. 367 (2004).....	5
--	---

STATUES

K.S.A. 60-308.....	4
--------------------	---

South Carolina Code of Laws

Filing of Foreign Judgment Section 15-35-920.....	3
--	---

Mandamus, 28 U.S.C. 1361.....	5
-------------------------------	---

OTHER

U.S. Constitution (14th amendment).....	4
---	---

Uniform Commercial Code, Art 2, Sales.....	3
--	---

Contract Law.....	1
-------------------	---

Fraud.....	1
------------	---

Legal Standing.....	5
---------------------	---

PETITION FOR REHEARING

Pursuant to Supreme Court Rule(s) 44.1 & 44.2,
Petitioner respectfully files her Petition for Rehearing.

Pursuant to Rule 44.2, intervening circumstances of a substantial or controlling effect or to other substantial grounds not previously presented.

KANSAS COURT LACKED SUBJECT MATTER JURISDICTION TO HEAR BREACH
1.
OF CONTRACT CASE OR TO FILE TO EXECUTE KANSAS FOREIGN JUDGMENT
IN SOUTH CAROLINA BECAUSE NO CONTRACT EXISTS

FACTUAL BACKGROUND

On 1/15/19, The District Court of Johnson County Kansas filed its Nunc Pro Tunc Journal Entry Correcting Default Judgment. Pg 2, @ 7 (see Appendix E)'The Court finds that the Defendant breached the contract between the parties, breached her fiduciary duty, wrongfully converted funds, and committed fraud."

This Journal Entry was electronically filed on 4/22/19 to the Aiken Court of Common Pleas, Aiken SC as Case No. 2019CP0200950 to execute a Kansas foreign judgment in South Carolina, 8 months prior to an ORDER OF FINAL JUDGMENT filed 12/5/19, stating @1, "Jurisdiction and venue in this action were proper), (see Appendix G).

JURISDICTION

The term jurisdiction is best compared to power. Any court possesses jurisdiction over matters only to the extent granted by the Constitution, and/or legislation of the sovereignty on behalf

1. A contract is an agreement between private parties creating mutual obligations enforceable by law. Fraud, in law is the deliberate misrepresentation of fact. In this case no contract exists to "breach." Court lacks subject matter jurisdiction.

of which it functions. The question of whether a given court has the power to determine a jurisdictional question is itself a jurisdictional question and referred to as "jurisdiction to determine jurisdiction."

Subject matter jurisdiction is the court's authority to decide the issue in controversy such as contracts. State courts have general jurisdiction to hear any controversy except those prohibited by state law. Other forms of jurisdiction include appellate jurisdiction, (the power to correct the errors of another lower court).

One of the most fundamental questions

of law is whether a given court has jurisdiction to preside over a given case. A jurisdiction question may be broken down into three components: (1) whether there is personal jurisdiction (whether the court may even hear the case

involving the particular defendant). This is further broken down into 3 categories (see *Pennoyer v Neff* 95 U.S.

714 (Court held that a state court can only exert personal jurisdiction over a party domiciled out of state if that party is served with process while physically present within the state).

- (1) in personam jurisdiction
- (2) in rem jurisdiction
- (3) quasi in rem jurisdiction

- (2) whether there is jurisdiction over the subject matter
- (3) whether there is jurisdiction to render the particular judgment sought

In this case subject matter jurisdiction was established on a false affidavit that Petitioner breached a contract regarding the sale of two Irish sport horses given to her to board/train in South Carolina. No contract exists under U.C.C. Art 2, Sales. Petitioner has never been in the State of Kansas. Actual and punitive damages have been assessed. A Kansas foreign judgment was filed in Aiken Court of Common Please (Case No. 2019CP0200950 See Appendix H) and judgment rendered, on 2/3/21, and 2. 6 months prior to the issue of a Mandate by the Kansas Court of Appeals, Case No. 20-122380 (see Appendix EX F).

REASON FOR GRANTING REHEARING

TERRITORIAL JURISDICTION

Territorial jurisdiction is the court's power to bind the parties to the action. This law determines the scope of federal and state power. State court territorial jurisdiction is determined by the Due Process Clause of the Constitution's Fourteenth Amendment.

This Court has held that territorial jurisdiction is determined by the Due Process Clause of the Constitution's fourteenth amendment. see International Shoe v Washington 326 U.S. 310 (a party, particularly a corporation may be subject to the jurisdiction of a state court if it has "minimum contacts" with that state).

2. South Carolina Code of Laws-Filing of Foreign Judgment 15-35-920 (A) "A contested judgment includes a judgment for which post-trial motions are pending before the trial court, notice of appeal has been filed, or an appeal is pending. The foreign judgment was filed on 4/22/19. Kansas mandate issued 8/18/21, 16 months later.

This Court has reversed the decision of the Oklahoma Supreme Court and decided that, "The Due Process Clause of the 1th Amendment limits the power of a state court to exercise personal or in personam jurisdiction against a nonresident defendant. A state court may exercise personal jurisdiction over a nonresident defendant only so long as there exist "minimum contacts" between the defendant and forum state."

CONCLUSION

Jurisdiction in this case was granted on a false affidavit that a contract was breached between Petitioner and Respondent regarding the sale of two Irish sport horses that were given to Petitioner to board/train/sell in South Carolina. NO CONTRACT EXISTS TO BREACH. (see Appendix i, SIGNER STATEMENT OF AWARENESS, which states):

"I, THE UNDERSIGNED, REPRESENT THAT I HAVE READ AND DO UNDERSTAND THE FOREGOING AGREEMENT, I UNDERSTAND THAT BY SIGNING THIS DOCUMENT I AM GIVING UP SUBSTANTIAL RIGHTS, I ATTEST THAT ALL FACTS STATED HEREIN ARE TRUE AND ACCURATE AND I HAVE READ AND FULLY UNDERSTAND THE PROVISIONS SET FORTH IN THIS AGREEMENT. I HAVE SOUGHT (OR HAVE BEEN GIVEN THE OPPORTUNITY TO SEEK) LEGAL ADVICE REGARDING THIS AGREEMENT. I AM SIGNING THIS FREELY AND VOLUNTARILY WHILE OF SOUND MIND AND NOT SUFFERING FROM SHOCK, OR UNDER THE INFLUENCE OF ALCOHOL DRUGS OR INTOXICANTS."

(11 pg agreement 1-33 intentionally omitted because no contract exists)

Petitioner at all times a resident of South Carolina, with no "minimum contacts" with the State of Kansas under the Kansas Long Arm Statute (K.S.A. 60-308). Petitioner has never been to the State of Kansas. Respondent lacks legal standing to sue in the State of Kansas or to execute a Kansas foreign judgment in the State of South Carolina for breach of contract.

Petitioner's fourtheeth amendment of due process
severally impeabed. Petitioner respectfully seeks
3.
rehearing and issue a Writ of Mandamus to the Supreme
Court of Kansas to properly fulfill their official
duties and correct an abuse of discretion and order
the production of the contract between Petitioner and
Respondent relating to the sale of two Irish sport
horses in the State of South Carolina, allegedly
breached and subject to actual and punitive damages.

Respectfully submitted;



Shannon Riley
Petitioner, pro se
1368 Smiths Lawn
Aiken, SC 29801
(815) 814-5179
shannon@infinitysporthorse.com

3. Mandamus, 28 U.S.C. 1361. Respondent must prove (1)
a clear right to the relief requested, (2) a clear duty
to perform the act in question, (3) no adequate remedy
is available. see Cheney v U.S. Dist Ct for the D.C.
Circuit 542 U.S. 367 (2004).

A-P-P-E-N-D-I-X

IN THE DISTRICT COURT OF JOHNSON COUNTY, KANSAS
CIVIL COURT DEPARTMENT

CARRIE KATHLEEN MEEHAN

Plaintiff

v.

Case No. 18 CV 490
Division No. 11

SHANNON RILEY

Defendant

Pursuant to K.S.A. Chapter 60

**NUNC PRO TUNC
JOURNAL ENTRY CORRECTING DEFAULT JUDGMENT
CONSISTENT WITH THE ORDER OF THE COURT**

NOW, on this 20th day of November, 2018, the same being one of the regular judicial days of the above-named Court, this cause comes regularly on for trial to the Court on Plaintiff's Petition in the above captioned case. The Plaintiff Carrie Kathleen Meehan appears in person and by her attorney, Rhonda K. Levinson of Perry & Trent, L.L.C. The respondent does not appear. There are no other appearances.

THEREUPON, the Court, having heard testimony of Plaintiff, having examined the evidence and pleadings in this case, and being otherwise well and duly advised in the premises, finds as follows:

1. That jurisdiction and venue are proper.
2. That the Respondent filed an answer in the above case.
3. That the Respondent has failed to comply with the Court's prior order regarding providing responses to interrogatories and requests for production propounded by the Plaintiff to Respondent.
4. That the Respondent failed to attend the pretrial hearing in this matter.

Clerk of the District Court, Johnson County, Kansas
04/23/19 03:23pm SP

5. That the Respondent has failed to appear at the hearing on Plaintiff's Motion for Default Judgment despite having been sent notice of the same.
6. That as a result of the failure to comply with the Court's order regarding discovery, failure to attend the pretrial hearing, and failure to attend the hearing on the motion for default judgment, the Court finds that entry of judgment against the Defendant is appropriate.
7. The Court finds in favor of the Plaintiff on all counts in the Petition, for actual damages in the amount of forty thousand dollars (\$40,000.00). The Court finds that the Defendant breached the contract between the parties, breached her fiduciary duty, wrongfully converted funds, and committed fraud.
8. Having found in favor of Plaintiff on all counts in the Petition, the Court next considers Plaintiff's motion to award punitive damages.
9. After hearing evidence and testimony regarding the matter, the Court finds that punitive damages are warranted. The Court finds by clear and convincing evidence that the Defendant has committed fraud, that the evidence shows her conduct was willful and an ongoing deceit.
10. The Court therefore, after considering the statutory factors, awards the Plaintiff eighty thousand dollars (\$80,000.00) in punitive damages.

IT IS THEREFORE ORDERED ADJUDGED AND DECREED AS FOLLOWS:

The above findings are adopted as the Order of this Court.

Plaintiff Carrie Kathleen Meehan is granted judgment against Defendant Shannon Riley in the amount of \$40,000.00 in actual damages, prejudgment interest at the

statutory rate on the actual damages of \$40,000.00, \$80,000.00 in punitive damages, post-judgment interest at the statutory rate, and the Costs of the action.

IT IS SO ORDERED.

/s/ PAUL GURNEY
Dated: 01/15/19

District Judge

Submitted by:

/s/Rhonda K. Levinson
Rhonda K. Levinson #16213
Perry & Trent LLC
13100 Kansas Avenue, Suite C
Belvoir Springs, KS 66012
(913) 441-3411
Fax: (913) 551-3656
rhonda@perrytrent.com
Attorney for Plaintiff

IN THE DISTRICT COURT OF JOHNSON COUNTY, KANSAS
CIVIL DEPARTMENT

CARRIE KATHLEEN MEEHAN,)
Plaintiff,) Case No. 18-CV-490
vs.) Div. 11
SHANNON RILEY,)
Defendant.)

ORDER OF FINAL JUDGMENT

NOW on this date, the Court considers Defendant's *Motion to Vacate Default Judgment*, filed May 23, 2019, and *Emergency Motion to Dismiss*, filed November 5, 2019. After reviewing the record, the Court finds as follows:

1. Jurisdiction and venue in this action were proper.
2. As a result of the failure to comply with the Court's orders regarding discovery, failure to attend the pretrial hearing, and failure to attend the hearing on the motion for default judgment, the entry of default judgment against the Defendant was appropriate.
3. The *Nunc Pro Tunc Journal Entry Correcting Default Judgment Consistent with the Order of the Court*, entered January 15, 2019, constitutes a final order because it disposed of the action as to all claims by all parties and no appeal was taken during the statutory deadlines.

THEREFORE, the above findings are adopted as the Order of this Court and Defendant's motions to vacate and dismiss the judgment are denied.

IT IS SO ORDERED.

/s/ PAUL GURNEY
Dated: 12/05/19

The Honorable Paul C. Gurney, District Judge

Clerk of the District Court, Johnson County Kansas
12/05/19 11:13am KH

Dec 19
16 Dec 19
S. DEPUTY

Prepared by:

/s/ Rhonda K. Levinson
Rhonda K. Levinson #16213
Perry & Trent, LLC
13100 Kansas Ave., Suite C
Bonner Springs, KS 66012
(913) 441-3411 (phone)
(913) 441-3656 (fax)
rhonda@perrytrent.com
Attorney for Plaintiff

MANDATE

COURT OF APPEALS,

ss.

STATE OF KANSAS,

Appellate Court No. 20-122380-A

District Court No. 18CV490

**The State of Kansas, to the District Court within and for the County of JOHNSON
in the State of Kansas, Greeting:**

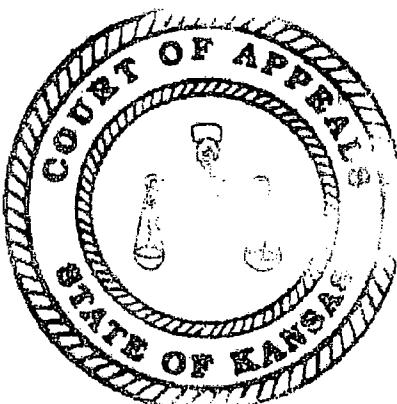
WHEREAS, In a certain civil action lately pending before you, wherein CARRIE KATHLEEN MEEHAN, appellee, and, SHANNON RILEY, appellant, a judgment was rendered by you against the appellant from which judgment appellant prosecuted an appeal in the Court of Appeals within and for the State of Kansas;

AND WHEREAS, on September 25, 2020, on consideration of the appeal, it was ordered and adjudged by the Court of Appeals that the appeal be dismissed.

AND WHEREAS, on October 20, 2020, the Court of Appeals denied the motions for rehearing or modification.

AND WHEREAS, on August 5, 2021, the Supreme Court denied the petitions for review filed in this case and denied all pending motions and noted all responses and replies. The appeal is dismissed. An attested true copy of the Court of Appeals opinion is attached.

YOU ARE THEREFORE COMMANDED, that without delay you cause execution to be had of the judgment of the Court of Appeals, according to law.



Costs

Paid Fees of Clerk of the Appellate Courts.....	\$ 155.00
Other Costs	\$
Total.....	\$

WITNESS my hand and the seal of the Court of Appeals affixed hereto, at my office, in the City of Topeka, on AUG 18 2021

DOUGLAS T. SHIMA, Clerk of the Appellate Courts

**MANDATE RECEIVED BY CLERK
TRIAL JUDGE NOTIFIED**

Date: _____

PS

F

FORM 4

STATE OF SOUTH CAROLINA
COUNTY OF Aiken
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE

CASE NO. 2019CP0200950

Carrie Kathleen Meehan
PLAINTIFF(S)

Shannon Riley
DEFENDANT(S)

DISPOSITION TYPE (CHECK ONE)

JURY VERDICT. This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.

DECISION BY THE COURT. This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

ACTION DISMISSED (CHECK REASON): Rule 12(b), SCRCP; Rule 41(a), SCRCP (Vol. Nonsuit); Rule 43(k), SCRCP (Settled);
 Other

ACTION STRICKEN (CHECK REASON): Rule 40(j), SCRCP; Bankruptcy;
 Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award;
 Other

STAYED DUE TO BANKRUPTCY

DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):
 Affirmed; Reversed; Remanded;
 Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: See attached order (formal order to follow) Statement of Judgment by the Court:

Motion for reconsideration of Final Order is denied.

ORDER INFORMATION

This order ends does not end the case.

See Page 2 for additional information.

For Clerk of Court Office Use Only

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 02/03/2020.

Shannon Riley for Shannon Riley
Shannon Riley for Shannon Riley

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

SCRCP Form 4CE (08/31/2017)

A TRUE AND CORRECT COPY Page 1 of 2



By Carrie Kathleen Meehan Date 2/3/2020
Deputy Clerk Plauff



SHANNON RILEY

SHANNON@INFINITYSPORTHORSE.COM
815-814-5179

SIGNER STATEMENT OF AWARENESS

I, THE UNDERSIGNED, REPRESENT THAT I HAVE READ AND DO UNDERSTAND THE FOREGOING AGREEMENT, I UNDERSTAND THAT BY SIGNING THIS DOCUMENT I AM GIVING UP SUBSTANTIAL RIGHTS. I ATTEST THAT ALL FACTS STATED HEREIN ARE TRUE AND ACCURATE AND I HAVE READ AND FULLY UNDERSTAND THE PROVISIONS SET FORTH IN THIS AGREEMENT. I HAVE SOUGHT (OR HAVE BEEN GIVEN THE OPPORTUNITY TO SEEK) LEGAL ADVICE REGARDING THIS AGREEMENT. I AM SIGNING THIS FREELY AND VOLUNTARILY WHILE OF SOUND MIND AND NOT SUFFERING FROM SHOCK, OR UNDER THE INFLUENCE OF ALCOHOL, DRUGS OR INTOXICANTS.

IN WITNESS WHEREOF, Client and Provider have executed this Agreement effective as of the Effective Date.

CLIENT:

Name: _____

Signature: _____

PROVIDER:

INFINITY SPORT HORSES, LLC

A South Carolina Limited Liability Company.

By: _____

Name: **Shannon Riley**

Its: Manager _____



SHANNON RILEY

SHANNON@INFINITYSPORTHORSE.COM
815-814-5179

EQUINE BOARDING AND CONSIGNMENT SERVICES AGREEMENT

"Effective Date": _____

"Client": _____

Client's Street Address: _____

City/State/Zip: _____

Phone: _____

E-Mail Address: _____

"Provider": **Infinity Sport Horse, LLC**

"Provider's Location":

1368 Smiths Lawn Drive

Aiken, South Carolina 29801

Phone: **815-814-5179**

E-Mail Address: **shannon@infinitysporthorse.com**

"Credit Card Authorization": See Exhibit "A" (the "Credit Card Authorization"), attached hereto and incorporated herein.

This Equine Boarding and Consignment Service Agreement (the "Agreement") is between the Client and the Provider identified above. Provider and Client may hereinafter be referred to as the "parties", and each, individually, as "party".

WHEREAS, Provider is engaged in the business of boarding, selling, showing, promoting and marketing equines ("Services");

WHEREAS, Client desires to enlist Provider's Services for Client and Client's equine(s) listed herein;

WHEREAS, the parties intend this Agreement to be enforceable whether the Services are rendered at Provider's Location or elsewhere;



SHANNON RILEY

SHANNON@INFINITYSPORTHORSE.COM
815-814-5179

WARNING.

UNDER SOUTH CAROLINA LAW, AN EQUINE ACTIVITY SPONSOR OR EQUINE PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN AN EQUINE ACTIVITY RESULTING FROM AN INHERENT RISK OF EQUINE ACTIVITY, PURSUANT TO ARTICLE 7, CHAPTER 9 OF TITLE 47, CODE OF LAWS OF SOUTH CAROLINA, 1976.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]