



**23 - 5104**

No. \_\_\_\_\_

IN THE  
SUPREME COURT OF THE UNITED STATES

Annelies Aiking-Taylor — PETITIONER

vs.

Oliver Serang — RESPONDENT

ON PETITION FOR A WRIT OF CERTIORARI TO

MONTANA SUPREME COURT

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PETITION FOR WRIT OF CERTIORARI

Annelies Aiking-Taylor  
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## **QUESTION PRESENTED**

Did the Montana Supreme Court violate the Constitution's Supremacy Clause by disregarding the definition of "prevailing party" as decided by the US Supreme Court?

I am the only party with an enforceable judgment (\$55), which alters the legal relationship between the parties, but I am nonetheless declared the losing party liable for the other party's attorney fees of \$30,000. This amount will destroy my life.

## **LIST OF PARTIES**

All parties appear in the captions of the case on the cover page.

## **RELATED CASES**

Annelies Aiking-Taylor v. Oliver Serang, No.CV-610-18-3084, Missoula County Justice Court, judgment entered 9/4/2019

Annelies Aiking-Taylor v. Oliver Serang, No. DV-32-2019-0001076-LJ, Montana Fourth Judicial District Court, judgment 1 entered 9/23/2020, amended judgment entered 3/31/2022, additional judgment entered 6/22/2022

Annelies Aiking-Taylor v. Oliver Serang, No. DA 20-0416, Montana Supreme Court, judgment entered 5/11/2021

Annelies Aiking-Taylor v. Oliver Serang, No. DA 22-0393, Montana Supreme Court, judgment entered 3/7/2023

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APPENDIX B Montana Fourth District Court judgment of 6/22/2022

APPENDIX C Montana Supreme Court denial of rehearing of 4/11/2023

## TABLE OF AUTHORITIES CITED

### CASES.

<i>Farrar v. Hobby</i> 506 US 103 (1992) at 111-112.....	p.2
<i>Idem</i> at 113.....	p.2

## STATUTES AND RULES

*US Constitution, art. VI par.2 (supremacy clause).....p.2*

IN THE SUPREME COURT OF THE UNITED STATES  
PETITION FOR WRIT OF CERTIORARI

Petitioner respectfully prays that a writ of certiorari issue to review the judgment below.

**OPINIONS BELOW**

For cases from **state courts**:

The opinion of the highest state court to review the merits appears at Appendix A to the petition and has been designated for publication but is not yet reported;

The opinion of the court appears at Appendix A.

1.  
**JURISDICTION**

For cases from **state courts**:

The date on which the highest state court decided my case was 3/7/2023. A copy of that decision appears at Appendix A.

A timely petition for rehearing was thereafter denied on the following date: 4/11/2023, and a copy of the order denying rehearing appears at Appendix C.

The jurisdiction of this Court is invoked under 28 U. S. C. § 1257(a).

**CONSTITUTIONAL AND STATUTORY PROVISIONS INVOLVED**

Constitution Art.VI par.2:

*"This Constitution, and the Laws of the United States which shall be made in Pursuance thereof; and all Treaties made, or which shall be made, under the Authority of*

*the United States, shall be the supreme Law of the Land; and the Judges in every State shall be bound thereby, any Thing in the Constitution or Laws of any State to the Contrary notwithstanding."*

Opinion Montana Supreme Court case DA 22-0393, p.4:

*"Further, with the exception of a \$55.59 utility bill, Serang prevailed on all other issues and, therefore, was clearly the prevailing party in the litigation entitled to an award of attorney fees under the governing statutes and the parties' written agreement. Indeed, this Court so held in the first appeal, which is the law of the case.*

Farrar v. Hobby, 506 US 103, at 111-112:

*"In short, a plaintiff 'prevails' when actual relief on the merits of his claim materially alters the legal relationship between the parties by modifying the defendant's behavior in a way that directly benefits the plaintiff."*

Farrar v. Hobby, 506 US 103, at 113:

*"A judgment for damages in any amount, whether compensatory or nominal, modifies the defendant's behavior by forcing the defendant to pay an amount of money he otherwise would not pay."*

## **STATEMENT OF THE CAISE**

My actual relief on my electricity bill claim (\$55.59) "materially alters the defendant's behavior by forcing the defendant to pay an amount of money which he otherwise would not pay" (Farrar v. Hobby, 506 US 103, at 113).

My claim and evidence (defendant's 2019 motion for summary judgment) that the defendant indeed "otherwise would not pay" this amount, is undisputed by the defendant and by the courts, but was deemed irrelevant. A claim that the defendant always agreed to pay this bill was therefore left in the judgment, even though its incorrectness was undisputed.

The definition of "prevailing party" by the Montana Supreme Court conflicts with the decision by the US Supreme Court as made in Farrar v. Hobby and in all other US Supreme Court decisions about this issue: the Montana Supreme Court holds that the defendant prevails because he "prevailed on all

other issues" (Opinion p.4), even though he received no "actual relief on the merits of his claim" that "materially alters the legal relationship between the parties" as required in *Farrar* at 111-112.

This conflict between the Montana and the US laws violates the Constitution's supremacy clause.

### **REASONS FOR GRANTING THE PETITION**

- If US Supreme Court decisions and the Constitution can be disregarded throughout the country, the American 9people, especially self-represented women and people of color, can be subjected to arbitrariness.
- In my case, disregard of the supremacy clause destroys my life, as I only can pay its result (\$30,000) by selling my house.
- As the US Supreme Court is the only institution that can enforce the supremacy clause over state courts, victims of the state courts overriding US laws are fully dependent on the US Supreme Court.
- My case is simple and short, and would likely take very little time from the Court.

### **CONCLUSION**

The petition for a writ of certiorari should be granted.

Respectfully submitted,

Annelies Aiking-Taylor (Signature)

Date: 7-8-2023