

No. 25-1172

IN THE
Supreme Court of the United States

JULIE A. WEIMAN,

Petitioner,

v.

ALYN D. WINE, *et al.*,

Respondents.

ON PETITION FOR A WRIT OF CERTIORARI TO THE
COURT OF APPEALS OF COLORADO

BRIEF IN OPPOSITION

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RULE 29.6 STATEMENT

Respondent Wine Properties, LLC has no parent corporation, and no publicly held company owns 10% or more of its stock. There are no stock ticker symbols for any party.

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I. Introduction

This Court should deny Julie Weiman’s (“Weiman” or “Petitioner”) Petition for Certiorari (the “Petition”). Petitioner seeks review of a factual dispute arising from state court litigation regarding a real estate scheme that escalated into violence. It attempts to recast adverse rulings as constitutional violations with federal law implications, while wholly ignoring Petitioner’s role in the underlying facts and proceedings. What is worse, Petitioner hallucinates federal court proceedings that never happened in an attempt to manufacture an argument involving a circuit split regarding the inapplicable Rooker-Feldman doctrine. Even were such a split to exist, this case presents an exceptionally poor vehicle for resolving any broader doctrinal question. Finally, the Petition vigorously disputes an attorney fee award which is not properly before this Court.

The Petition should be denied.

II. Statement of the Case

a. The Colorado state court proceedings

Although Weiman contends that Respondent Alyn Wine (“Wine”) defrauded the Colorado courts, in reality, this is a story about how Weiman and her co-conspirators attempted to wrest control of property from Wine, first through obfuscation, concealment, and ultimately through violence. The following recitation of facts tracks the one given by the Colorado court of appeals (“Appellate Court”). Pet. App. 2a-7a. This case arises out of Wine’s business relationship with Weiman’s husband, who refers to himself

as Antheiaus Conquest (“Conquest”). Wine funded the purchase of several Denver-area homes for Conquest to manage as rental properties (“Rentals”). The Rentals were titled under Weiman’s name. Without consulting Wine, Weiman and Conquest sold two Rentals, and purchased a home for themselves. Upon learning of this, Wine converted the relationship from a less formal one to that of lender and borrower: Weiman and Conquest gave a promissory note secured by a deed of trust. Weiman and Conquest breached their note obligations, so Wine sued, and Weiman and Conquest countersued.

The parties agreed to settle on the following terms (“Settlement Agreement”): Conquest and Weiman were to transfer the remaining rentals to Wine, who would assume or refinance the mortgages, and make payments in the meantime. Conquest and Weiman were to immediately turn over the security deposits to Wine, and Wine was entitled to all rent starting in October 2018. In exchange, Wine paid Conquest and Weiman \$40,000 and agreed to release the deed of trust, and dismiss the lawsuit.

But Weiman and Conquest collected the October rent and security deposits which were due to Wine under the Settlement Agreement from the tenants before October 1, meaning that they were the first to breach the Settlement Agreement. Further, Wine attempted to make the mortgage payments, but Weiman refused to provide the names of the mortgage holders, account numbers, mortgage amounts due, and would not sign loan pay-off releases until the Trial Court forced her to. When Wine did make mortgage payments, Weiman called the lender and had those payments applied to the mortgage for her own home, stealing Wine’s money.

In the background, prior to the mediation where the parties entered into the Settlement Agreement, Wine, Conquest, and Conquest's extramarital girlfriend, Streete, conspired to gain control of two of the Rentals. Conquest needed litigation funding, so he convinced Streete to give him money. Conquest drafted two promissory notes whereby Conquest's entity promised to repay a then-nonexistent entity, Streete Investments, LLC ("SIL"). To secure the notes, Weiman purported to grant SIL deeds of trust ("DOTs") to two Rentals. But Conquest directed that the DOTs not be recorded until immediately before title to the Rentals was transferred to Wine, so Wine would have no way of knowing that Conquest and Petitioner had undermined the settlement until Wine had already paid them the \$40,000 settlement sum. Conquest later directed Streete to foreclose upon the SIL DOTs, although no default had occurred. Weiman concealed this scheme in her deposition before the mediation.

Wine commenced proceedings to enforce the Settlement Agreement and invalidate the SIL DOTs. The Colorado state district court ("Trial Court") ordered Weiman to provide Wine mortgage-holder information and execute payoff forms, granted partial summary judgment in Wine's favor on his breach of Settlement Agreement claims, and dismissed Conquest and Weiman's counterclaim for breach of the Settlement Agreement.

Frustrated, Conquest turned violent. He invaded Wine's home with a firearm, beat Wine, extorted Wine to quitclaim to Weiman the Rentals, and stole money. Conquest discharged the firearm but it did not strike anyone. Conquest then hid at Streete's house, where he was arrested. From jail, Conquest directed Weiman to meet with Streete and to delete evidence on his phone and

laptop, which she did. The trial court entered judgment against Conquest for his assault and battery of Wine.

Two years after the Trial Court dismissed her breach of Settlement Agreement claim, Weiman claimed to have discovered evidence which now forms the basis of her allegations of fraud, that Wine had not in fact made the mortgage payments starting in October as he claimed, and therefore he breached the Settlement Agreement first. To support this, Weiman pointed to the fact that the mortgage company did not cash the checks until later, and claimed that recorded calls between Wine and the mortgage company proved this. Of course, when the checks were cashed is not evidence of when the checks were made. As established at trial, the delay is instead attributable to the mortgage company's struggle to properly allocate the checks that came from a new payor without account information and without being in the proper amounts, all resulting from Weiman's refusal to provide Wine with the necessary information to efficiently make the payments. Nevertheless, Weiman attempts to couch the delay between when the checks were made and when the mortgage company processed them as an act of fraud Wine perpetrated.

The recordings established Weiman's requests to allocate Wine's payments to her own mortgage. *See* Pet. App. 47a. The recordings were all produced, were at Weiman's disposal, and none were hidden from Weiman or from the Trial Court. Weiman's reference to the recordings is bewildering given that they establish her gross misconduct.

All the issues with the initial mortgage payments are attributable not to Wine's failure to pay, but to Weiman's obfuscation, and even her siphoning of those payments to her own mortgage. Weiman's allegations that Wine and her counsel perpetrated a fraud on the court lacks evidentiary support and were addressed at trial.

In any case, as the Trial Court found, and as the Appellate Court affirmed after extensive analysis, the first breach of the Settlement Agreement was when Conquest and Weiman, in September, collected October rent which was due to Wine. Pet. App. 16a. Further, it is true that Wine had trouble making the mortgage payments on the Rentals, but that is because Weiman refused to tell him where to make the payments, and even once he did, she reallocated those payments to her own mortgage. Weiman's contentions regarding allegedly backdated checks have no basis in reality, and cannot be the basis for a first breach argument simply by virtue of the timing: Weiman's breach occurred before any of Wine's obligations under the Settlement Agreement arose.

Trial proceeded on the assault and battery charges first, with the real property claims in a subsequent proceeding because Weiman had filed for bankruptcy protection (which she subsequently dismissed). Based on Trial Court's findings of "breathtaking," twists, turns, and conspiracy, that court found in Wine's favor on each of his claims against Weiman and her co-defendants: breach of contract, fraud, tortious interference with Settlement Agreement, conspiracy, alter ego, unjust enrichment, and abuse of process. Pet. App. 50a-61a. Further, the Trial Court awarded exemplary damages, and awarded

attorney fees pursuant to C.R.S. § 13-17-102, a Colorado statute permitting a court to award attorney's fees and costs when a party brings or defends an action without appropriate justification. *Id.* at 62a.

Weiman appealed the merits of the Trial Court's decision to the Appellate Court, which affirmed in all respects. Weiman sought certiorari in the Colorado supreme court, which declined to grant certiorari. This appeal followed.

Separately, Weiman appealed the Trial Court's attorney fee award, but the appeal was dismissed because Weiman filed it late. Pet. at 34. That appeal has not been presented to and is not properly postured before this Court.

b. There were no federal proceedings.

Until the filing of this petition, all of the proceedings below took place in state courts in Colorado. The trials proceeded to the Trial Court, which awarded attorney fees. Weiman appealed the merits of the Trial Court's judgment to the Appellate Court, which affirmed the Trial Court's rulings in all respects. Weiman then petitioned for and was denied certiorari from the Colorado supreme court. Weiman also filed an untimely appeal of the Trial Court's attorney fee award, which the Appellate Court dismissed on timeliness grounds.

No federal proceedings had been filed prior to Petitioner seeking certiorari from this Court. However, Weiman states unequivocally that "Petitioner sought relief in federal district court," on several federal law theories, and that "[t]he Tenth Circuit affirmed." *But this did not happen.* Weiman did

not list federal proceedings in her “Related Proceedings” section of her Petition. Pet. at iii. Weiman did not list opinions from any federal court in her “Opinions Below” section of her Petition. *Id.* at 1. And Weiman implicitly acknowledges that she filed no such federal action: “By pairing Colorado courts’ refusal to correct a fraud-tainted judgment with a federal circuit regime that **would bar any independent fraud action . . .**” *Id.* at 17 (emphasis added). The Petition falsely asserts federal proceedings which did not occur.

III. Reasons for denying the Petition

a. Jurisdiction and Threshold Matters

The Court should deny the Petition for two threshold reasons: timing and preservation of the issues presented for review.

First, Weiman’s Petition was not timely made to this Court. The Colorado supreme court issued its Order denying Weiman’s petition for certiorari on September 24, 2025. This was the final order from the highest court in Colorado from which this appeal stems. Weiman had ninety days from the date of the Colorado supreme court’s order to submit her Petition for Certiorari to this Court. Sup. Ct. R. 13(1). Ninety days from September 24, 2025 was December 23, 2025. Weiman did not submit her Petition until February 9, 2026.¹ Weiman’s Petition was six weeks late. The Court should deny the Petition because it is not timely.

1. The Petition, likely inadvertently, states that it is dated February 9, 2025. Pet. at 41.

Second, Weiman has not preserved the issues of federal and constitutional law that she presents to this Court. As is explained in more detail below, Weiman has never before presented any issue or question of federal law in the underlying proceedings. None of the previous courts to consider Weiman’s arguments made decisions on the basis of any federal law. Instead, the issues in the underlying proceedings were based in Colorado contract and real property law—areas of law which decidedly implicate state court jurisdiction. Before this Court, Weiman attempts to cloak her state law arguments in federal and constitutional garb. For example, Weiman’s gripes with the award and amount of attorney fees in the Colorado trial court has transformed into a fourth amendment takings issue. Weiman’s assertions that the Colorado trial court got it wrong in ruling against her are transmogrified into “state action” pursuant to 42 U.S.C. § 1983.

Even worse, Weiman hallucinates federal proceedings regarding the applicability of the *Rooker-Feldman* doctrine that did not occur: she claims to have sought review in the District of Colorado and the Tenth Circuit but she did not. Each of Weiman’s assertions of issues pursuant to federal law are presented for the first time to this Court, and are resultingly inappropriately postured for this Court’s review. *Cardinale v. Louisiana*, 394 U.S. 437, 438 (1969) (“the Court will not decide federal constitutional issues raised here for the first time on review of state court decisions.”).

Likewise, Weiman has not preserved her arguments regarding the Trial Court’s attorney fee award for this Court’s review. Weiman did not timely appeal the Trial Court’s fee award to the Appellate Court. Pet. at 34. As a result that award is not properly postured for this Court’s review.

b. Weiman's contentions of fraud lack evidentiary support, and this eliminates each of Petitioner's arguments to this Court.

Each of the issues presented in the Petition are derivative of Weiman's allegations of fraud in the Colorado court proceedings. At the outset, this Court does not review factual findings related to state law issues like those Weiman asserts here, particularly where they have been extensively litigated below. *Calif. Retail Liquor Dealers Ass'n v. Midcal Aluminum, Inc.*, 445 U.S. 97, 111-12 (1980) (“[T]his Court accords respectful consideration and great weight to the views of the state’s highest court on matters of state law, and we customarily accept the factual findings of state courts in the absence of exceptional circumstances.”) (internal quotations and citations omitted).

The record simply does not support Weiman's assertion that Wine and his counsel defrauded the Colorado courts. Neither Wine nor his counsel backdated checks. No one concealed call recordings with the mortgage company. Rather, the record shows that Wine made mortgage payments, which the lender struggled to process, resulting in their not being attributed to the proper accounts until some time after the payments had been made. This delay in processing as reflected in the “bank metadata,” which Weiman describes but does not point this Court to, is entirely attributable to Weiman's own actions and inactions in refusing to provide Wine the information regarding the lenders which held the various mortgages, the account numbers, and the proper amounts of payment. Weiman also caused the bank to reallocate certain of Wine's payments to her own mortgage, which she admitted at trial.

Put plainly, Wine made the mortgage payments, and Weiman never presented evidence to show that he didn't. Although the Trial Court refused to allow Weiman to revisit her long-dismissed breach of Settlement Agreement counterclaim, Weiman was nonetheless allowed to present evidence of the allegedly backdated checks at trial. And Weiman presented this argument to the Appellate Court which rejected her arguments in full. Weiman is unable to substantiate her claim of fraud on the courts, and each of her arguments to this Court fails as a result.

Weiman's allegations of fraud further do not warrant this Court's review because even if they were true, they would have no effect on the Trial Court's ultimate judgment. The alleged fraud all serves Weiman's argument that Wine breached the Settlement Agreement first. But as the Appellate Court noted "the [Trial Court] granted summary judgment to Wine based on Weiman and Conquest's admission that Conquest collected the October rent payments, in violation of the settlement agreement, 'a few days prior' to October 1." Pet. App. 19a. The Appellate Court reasoned: "even if . . . Wine failed to make the mortgage payments by October 1, 2018, it would not have affected the [Trial Court's] conclusion that Weiman and Conquest breached the settlement agreement first."² *Id.* Weiman's allegations of fraud cannot change the fact that her breach occurred first in time.

Weiman's brand new contention that hers and Conquest's collection of October rent could not constitute

2. Weiman and Conquest's nearly immediate breach of the Settlement Agreement likewise renders her argument regarding the release of the deed of trust immaterial. Weiman and Conquest breached the Settlement Agreement before Wine was obligated to release the deed of trust. Pet. App. 16a.

the first breach because no duty had yet arisen on Weiman and Conquest's part is contrary to the plain language of the Settlement Agreement. Pet. at 30. Put simply, Weiman's obligation not to collect October 2018 rent originated when she signed the Settlement Agreement, and she breached that obligation almost immediately.

The case law Weiman cites in support of her argument that Wine defrauded the Colorado courts is distinguishable. In *Hazel-Atlas Glass Co. v. Hartford Empire*, attorneys manufactured a trade article to sway the Patent Office to grant a patent upon which the patent holder later alleged infringement. 322 U.S. 238, 240-42 (1944). This involved a "deliberately planned and carefully executed scheme to defraud not only the Patent Office but the Circuit Court of Appeals. . . . Proof of the scheme, and of its complete success up to date, is conclusive." *Id.* at 245. In contrast, here there is no evidentiary support for Weiman's claims that Wine and his counsel defrauded the courts below. And, unlike in *Hazel-Atlas*, Wine and his counsel were engaged in no secret scheme—the courts evaluated the evidence Weiman claimed formed the basis of the fraud and concluded that there was no evidence of fraud on Wine's part.

The Wine Parties and their counsel were not engaged in any fraud in the Colorado state courts. Each of the arguments Weiman makes to this Court assumes Wine defrauded the Colorado courts. Without this foundation, each of Weiman's arguments to this Court collapses like a house of cards.

c. The *Rooker-Feldman* doctrine is not applicable since there was no fraud and no federal proceedings below.

Review of the *Rooker-Feldman* doctrine is inappropriate for the circumstances of this case because first, there were no federal court proceedings in which the doctrine could have been applied. Second, as the previous analysis demonstrates, Wine did not defraud the Colorado courts, so Weiman could not have obtained review in any federal court regardless of which circuit applies or does not apply a fraud exception to *Rooker-Feldman*. As a result, the doctrine is simply inapplicable to the facts at hand and no further analysis of the purported circuit split or the merits of the doctrine is warranted.

The *Rooker-Feldman* doctrine stands for the straightforward proposition that an appeal from a state's highest court may only be made to this Court, and not any lower federal court. *Lance v. Dennis*, 546 U.S. 459, 463 (2006). Petitioner contends that this Court should review because certain circuits allow an exception to the *Rooker-Feldman* doctrine where a state court judgment was obtained through fraud on the court. This review is not warranted for several independent reasons.

First, Weiman states that she sought review and was turned down in the District of Colorado and the Tenth Circuit, but this is false. Weiman has not sought review in federal court other than in the Petition. No court prior to this one has been presented with a *Rooker-Feldman* question as it relates to this case. As a result, this case is an exceptionally poor vehicle to address any circuit split regarding a fraud exception to the *Rooker-Feldman*

doctrine. Weiman's claim is based on the nonexistent foundation of imaginary proceedings in federal court, or alternatively a hypothetical (the federal court *would have turned me down if I sought review*). There are no federal proceedings or previous application of the *Rooker-Feldman* doctrine for this Court to review. Weiman has made false representations to this Court in an attempt to bolster her case for review of the issues she puts forward. Certiorari should be denied.

Second, this case does not present a suitable vehicle to analyze whether this Court should or should not recognize an extrinsic fraud exception to *Rooker-Feldman* because Weiman's claim of fraud on the court is unsubstantiated and illogical. Weiman was not "prevent[ed] from presenting [her] claim in court" but instead was allowed to present evidence of her fraud contentions which were considered and rejected in each level of the Colorado courts.³ *Kougasian v. TMSL, Inc.*, 359 F.3d 1136, 1140 (9th Cir. 2004). Accordingly, even were she to have litigated in the Sixth or the Ninth Circuit where the extrinsic fraud exception to the *Rooker-Feldman* doctrine exists, without fraud, Weiman would be unable to seek review of the state court proceedings in federal court because the fraud exception to *Rooker-Feldman* would not apply to her circumstances.

Neither the facts nor the law of this case justify this Court's review of the *Rooker-Feldman* doctrine. The Court should deny certiorari on this point.

3. For the same reason, Weiman's First Amendment rights have not been implicated. Pet. at 19-20. The Colorado courts' refusal to see fraud that wasn't there does not constitute a "blanket gag rule." *Id.* at 20.

d. Petitioner was not denied due process.

Weiman broadly claims that “Respondents’ fraudulent use of Colorado’s judicial and enforcement machinery is being used to deprive [Weiman] of property without due process.” Pet. at 24. Weiman’s claims find no grounding in either the law or the facts, and further, Weiman has never made a federal or constitutional claim regarding this case prior to the Petition. This issue is not preserved for this Court’s review, and for this reason alone the Court should decline to grant certiorari on this issue. Further, the thrust of Weiman’s argument appears to be that her property has been seized contrary to the Constitution as a result of the Trial Court’s judgment, and in particular its attorney fee award. But this award is not properly postured before this Court. See Sections III.a *supra* and III.e *infra*.

The Fourteenth Amendment to the Constitution provides, in relevant part: “No State shall make or enforce any law which shall abridge the privileges or immunities of citizens of the United States; nor shall any State deprive any person of life, liberty, or property, without due process of law.” Title 42 U.S.C. § 1983 provides a remedy for deprivations of rights secured by the Constitution and laws of the United States when that deprivation takes place “under color of any statute, ordinance, regulation, custom, or usage, of any State or Territory.” *Lugar v. Edmonson Oil Co.*, 457 U.S. 922, 923-24 (1982).

Although the Trial Court did enter judgment against Weiman, there can be no question that Weiman was afforded due process prior to the entry of judgment. Indeed, Weiman did not specify *how* she was denied

due process. An analysis of the proceedings below demonstrates that Weiman was afforded full due process. The facts underlying the Trial Court's conclusion that Weiman was liable under a variety of state law causes of action were developed at trial where Weiman participated. Weiman was afforded an opportunity to and did respond to Wine's attorney fee motion, and she, through counsel, participated in the hearing which was held on the reasonableness of the attorney fees. Weiman challenged the Trial Court's ruling in a fulsome merits appeal, resulting in a detailed opinion from the Appellate Court. Weiman's ability to challenge the Trial Court's attorney fee award in the Appellate Court was stymied only by Weiman's own failure to timely file the appeal. Weiman received the benefit of full due process of the law.

Weiman's vague assertions that her home is in jeopardy are unsubstantiated. She remains in full possessory ownership of her home. Regardless, enforcement of a valid judgment does not have constitutional ramifications, and Weiman's inchoate contentions that the district court's actions in the normal course of its business constitute state action for the purposes of a § 1983 claim fall short. *See Dennis v. Sparks*, 449 U.S. 24, 28 (1980) (“[o]f course, merely resorting to the courts and being on the winning side of a lawsuit does not make a party a co-conspirator or a joint actor with the judge.”); *Zartman v. Shapiro and Meinhold*, 811 P.2d 409, 414 (Colo. App. 1990) (concluding that court staff engaged in the normal course of their duties was insufficient to rise to the level of state action under § 1983). Weiman's home has not been seized and her attempt to add constitutional color along these lines falls short.

Again, Weiman's allegations of fraud find no support in the record. Weiman's contention that the fraud denied her a meaningful opportunity to be heard, and therefore was denied due process fails because Weiman cannot demonstrate that the judgment against her was obtained through fraudulent means. Weiman cites *Matthews v. Eldridge* in support of her contention that she was deprived of a meaningful opportunity to be heard, but that case did not involve fraud. 424 U.S. 319 (1976); Pet. at 32. Indeed, Weiman received a greater opportunity to be heard than petitioner in *Matthews* who, this Court decided, was not entitled to an evidentiary hearing prior to the termination of his social security benefits. 424 U.S. at 349. Weiman received the benefit of a trial and a thoroughly-reasoned appellate decision. Weiman's contention that she was deprived of property contrary to the Constitution collapses in light of her inability to demonstrate fraud (and her inability to demonstrate that she was deprived of property).

The remainder of Weiman's case law is equally inapposite. In *Lugar v. Edmonson Oil Co.*, this Court analyzed the nexus between state action for the purpose of the Fourteenth Amendment and the requirement under 42 U.S.C. § 1983 that an action be "under color of state law" 457 U.S. 922, 926-927 (1982). This Court concluded that while "petitioner was deprived of his property through state action," petitioner could only present "a valid cause of action under § 1983 insofar as he challenged the constitutionality of the [state law]; he did not insofar as he challenged only the misuse or abuse of the statute." *Id.* at 942. Weiman makes no specific claim of an unconstitutional law. She has not challenged any application of the law as being unconstitutional, and the

new federal and constitutional lens through which she views this case appears to be for the benefit of this Court, since she has not previously framed her arguments in that manner.

Dennis v. Sparks involved an allegation that parties to litigation bribed a judge to deprive petitioner of his property rights in an oil well. 449 U.S. at 28. Even Weiman’s far-fetched claims do not extend this far. Wine neither conspired with, bribed, nor defrauded the judges below, so the holding in *Dennis* that bribing a judge is sufficient to assert state action under § 1983 has no bearing on this case. *Id.* at 29.

Finally, enforcing restrictive, racially discriminatory housing covenants is not analogous to enforcing the terms of the Settlement Agreement here. In *Shelley v. Kraemer* this Court concluded that “in granting judicial enforcement of the restrictive agreements in these cases, the States have denied petitioners the equal protection of the laws and that, therefore, the action of the state courts cannot stand.” 334 U.S. 1, 20 (1948). Weiman makes no equal protection claim, and the *Shelley* holding accordingly has no applicability to the Trial Court’s enforcement of the terms of the Settlement Agreement.

This Court should engage no further with Weiman’s unpreserved, unsupported, and unargued § 1983 claim because Weiman cannot demonstrate that she was denied due process or faced constitutional harm in any other form.

e. There are no constitutional implications in the Trial Court’s fee award, which is not properly before this Court.

As a threshold matter, the attorney fee award is not properly before this Court. Weiman acknowledges that her fees appeal was untimely. Pet. at 34. The Court should decline to further consider the attorney fee award because Weiman has not properly sought appeal of that issue before this Court.

In any case, Weiman’s analysis of the fee award misapprehends the facts and the law. Weiman conflates the Trial Court’s award of fees based on the proceedings before that court with the order granting an *amount* of the fees, she misapprehends the statutory, rather than contractual, basis for the fee award, and still further confuses the Trial Court’s ruling with the Appellate Court’s ruling regarding Wine’s request for fees on appeal. The following untangles this confusion.

Following trial, the Trial Court ruled in Wine’s favor on each of his claims, and awarded exemplary damages. The Trial Court’s order reflected the unusually egregious circumstances of the case, concluding, *inter alia*:

- “all of [Wine’s] damages found herein were attended by circumstances of fraud, malice, and willful and wanton conduct” on the part of Weiman and her co-defendants. Pet. App. 62a;

- “the record shows breathtaking attempts on the part of Defendants to thwart Plaintiff at every turn.” Pet. App. 61a;
- “Defendants engaged in an abuse of process.” Pet. App. 60a.

The Trial Court further ruled: “Pursuant to the holdings herein and C.R.S. § 13-17-101, et seq., the Court also determines that Plaintiff shall be entitled to his reasonable fees and costs arising from all aspects of this action.” Pet. App. 64a. C.R.S. § 13-17-101 provides “for the recovery of attorney fees in courts of record when the bringing or defense of an action, or part thereof . . . is determined to have been substantially frivolous, substantially groundless, or substantially vexatious.” The Trial Court, having concluded that Weiman and Conquest recorded fraudulent deeds of trust, initiated fraudulent proceedings, and ultimately attempted to cover-up Conquest’s violence and related acts, awarded attorney fees on the basis that Weiman and Conquest’s claims and defenses in the Trial Court were substantially frivolous, substantially groundless, or substantially vexatious. Pet. App. 64a; C.R.S. § 13-17-101.

This fee award was therefore based on Colorado’s statutory exception to the American rule, and was grounded in Weiman and her co-defendants’ actions. It is of no consequence that the Settlement Agreement provided that the parties were to pay their own attorney fees—the basis for the fee award here was statutory, rather than contractual. Moreover, Weiman and her co-defendants’ egregious actions in furtherance of their scheme, including misuse of the Colorado court system is

exactly the sort of circumstance that Colorado’s statutory exception to the American Rule regarding attorney fees exists to address.

Weiman conflates the Trial Court’s conclusion that Wine was entitled to fees with the Trial Court’s subsequent award of an *amount* of fees. Weiman asserts that the Trial Court was “imposed in the absence of any express finding that Petitioner’s claims or defenses were” frivolous, groundless, or vexatious. Pet. at 39. But the Trial Court did so find. Pet. App. 64a. Weiman’s and her co-defendants’ extreme conduct was more than enough to justify an award of fees pursuant to Colorado’s statutory exception to the American Rule regarding attorney fees. The Trial Court’s November 12, 2024 Fee Order did not address the question of *whether* Wine was entitled to fees: that question had been resolved in its March 1, 2024 Amended Findings of Fact, Conclusions of Law, and Ruling. Pet. App. 23a-37a; 64a. Instead, the Fee Order addressed the question of *how much* the fee award should be. The Trial Court made the necessary findings in awarding Wine his attorney fees.

Weiman additionally mixes up the Trial Court’s decision not to award Wine his attorney fees following summary judgment with that court’s decision to award fees after trial. Pet. at 32-33. The Trial Court’s decision that Weiman and Conquest’s arguments *on summary judgment* did not meet the standard for Colorado’s statutory exception to the American Rule regarding attorney fees did not prevent the Trial Court from awarding attorney fees *after trial*. The Trial Court’s award of fees was not arbitrary or capricious, as Weiman merely states, without arguing. *Id.*

Weiman further confuses the *Trial Court's* award of fees with the *Appellate Court's* decision not to award appellate fees. The Appellate Court's conclusion that Weiman's appeal was not frivolous, groundless, or vexatious had no bearing on the Trial Court's award of fees. This is particularly true because, again, Weiman did not timely appeal that ruling.

The attorney fee award neither shocks the conscience nor does it constitute an excessive fine. Weiman cites *County of Sacramento v. Lewis* for the proposition that the fee award shocks the conscience, but in that case this Court concluded that a police chase resulting in the death of a suspect did not shock the conscience to invoke liability pursuant to 42 U.S.C. § 1983. 523 U.S. 833, 855 (1998). An attorney fee award is plainly not comparable. Neither is the award a "fine," let alone an excessive one. Instead, the attorney fee award serves to remunerate Wine for the reasonable attorney fees he incurred during the lengthy and involved litigation below which was necessary to address Weiman and her co-defendants defrauding Wine, stealing his assets, and conspiring in relation to those acts and Conquest's assault and battery of Wine. Pet. App. 60a ("Plaintiff incurred exorbitant attorneys' fees and costs due to Defendants' extraordinary actions and it will undoubtedly be unjust for Defendants to retain the benefit without commensurate compensation."). Weiman's cited authority, *Timbs v. Indiana*, addressed a civil *in rem* forfeiture stemming from criminal activity and a question of whether the Fourteenth Amendment incorporates the Eighth Amendment's prohibition on excessive fines, is inapplicable. 586 U.S. 146, 156 (2019).

Weiman's property has not been seized. The case she cites illustrates this point. *Soldal v. Cook* involved a sheriff "pulling" a mobile home trailer "from its moorings" which constituted an unlawful seizure pursuant to the Fourth Amendment. 506 U.S. 56, 59 (1992). No property of Weiman's has been seized, forcibly or otherwise. Neither can any award the Trial Court granted in Wine's favor be construed as a taking. Pet. at 35. A taking involves recharacterizing "as public property what was previously private property." *Stop the Beach Renourishment, Inc. v. Florida Dpt. of Env'tl Protection*, 560 U.S. 702, 713 (2010). The Trial Court awarded a dollar amount between private parties. Weiman's property has not been seized, and nothing previously owned by a private party has been recharacterized as public.

There was no error, of constitutional or other magnitude in the Trial Court's fee award. Weiman has not been treated unfairly and is not a "class of one." Pet. at 36.

Weiman's multifaceted mischaracterization of the fee award does not implicate her constitutional rights. The Court should deny Weiman's Petition.

IV. Conclusion

For each of the foregoing reasons, Respondents respectfully request that the Court deny the Petition for Certiorari.

Respectfully submitted,

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