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1 **IN THE COURT OF APPEALS OF THE STATE OF NEW MEXICO**

2 **ELIZABETH WAGNER,**

3 Plaintiff-Appellant,

4 vs.

No. A-1-CA-37013

5 **EDWARD REYES,**

6 Defendant-Appellee.

7 **APPEAL FROM THE DISTRICT COURT OF DOÑA ANA COUNTY**

8 **Manuel I. Arrieta, District Judge**

9 Elizabeth Wagner

10 Las Cruces, NM

11 Pro Se Appellant

12 Kelly S. O’Connell

13 Las Cruces, NM

14 for Appellee

15 **MEMORANDUM OPINION**

16 **HANISEE, Judge.**

17 {1} Plaintiff, who is self-represented, appeals from an adverse district court

18 judgment in this dispute over warranty coverage. We issued a calendar notice

1 proposing to affirm. Plaintiff has responded with a memorandum in opposition. We
2 affirm.

3 {2} Because this was a bench trial, “the judgment must be supported by findings,
4 which in turn must be supported by substantial evidence.” *First W. Sav. & Loan Ass’n*
5 *v. Home Sav. & Loan Ass’n*, 1972-NMCA-083, ¶ 10, 84 N.M. 72, 499 P.2d 694
6 (internal quotation marks and citation omitted). “This Court does not reweigh the
7 evidence on appeal and is bound by the trial court's findings of fact unless they are
8 demonstrated to be clearly erroneous or not supported by substantial evidence.”
9 *Doughty v. Morris*, 1994-NMCA-019, ¶ 9, 117 N.M. 284, 871 P.2d 380 (internal
10 quotation marks and citation omitted).

11 {3} Here, Plaintiff’s complaint alleged that water damage to her home was the result
12 of a leaking roof. [RP 5] The roof was covered by a warranty issued by Defendant.
13 [RP 8] After a trial, the district court found that the water damage was not caused by
14 the roof, but was instead the result of damaged parapets. [RP 53] The court found that
15 Defendant had told Plaintiff that the parapets needed to be repaired, but photographs
16 showed that Plaintiff did not make the repairs prior to the water damage. [RP 53] The
17 court also noted that “new roof” does not include parapets under industry standards.
18 [RP 53]

1 {4} In her memorandum in opposition, Plaintiff claims that she was never told that
2 the parapets had to be repaired. However, we defer to the factfinder's determination
3 that she had been so informed. *See ConocoPhillips Co. v. Lyons*, 2013-NMSC-009,
4 ¶ 10, 299 P.3d 844 (stating that matters of credibility are to be resolved by the
5 factfinder). We also do not believe that Plaintiff has pointed out any other errors in
6 fact or law below. *See Farmers, Inc. v. Dal Mach. & Fabricating, Inc.*,
7 1990-NMSC-100, ¶ 8, 111 N.M. 6, 800 P.2d 1063 (stating that the burden is on the
8 appellant to clearly demonstrate that the trial court erred).

9 {5} For the reasons stated above, we affirm.

10 {6} **IT IS SO ORDERED.**

11
12

J. MILES HANISEE, Judge

13 **WE CONCUR:**

14
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DANIEL J. GALLEGOS, Judge

16
17

JENNIFER L. ATTREP, Judge