


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

2 **ABSOLUTE RESOLUTIONS**  
3 **INVESTMENTS, LLC,**

4 Plaintiff-Appellee,

5 v.

Court of Appeals of New Mexico  
Filed 6/10/2024 10:21 AM



Ramon J. Maestas  
Chief Clerk

6 **CHRISTINE ANDAZOLA,**

7 Defendant-Appellant.

**No. A-1-CA-41491**

8 **APPEAL FROM THE DISTRICT COURT OF BERNALILLO COUNTY**

9 **Nancy J. Franchini, District Court Judge**

10 Nelson and Kennard  
11 Joseph Cooper Gonzales  
12 Lakewood, CO

13 for Appellee

14 Christine Andazola  
15 Albuquerque, NM

16 Pro Se Appellant

17 **MEMORANDUM OPINION**

18 **DUFFY, Judge.**

19 {1} Defendant Christine Andazola appealed following the entry of a default  
20 judgment against her. We previously issued a notice of proposed summary  
21 disposition in which we proposed to affirm. Defendant has filed a memorandum in  
22 opposition. After due consideration, we remain unpersuaded. We therefore affirm.

1 {2} The relevant background information has previously been set forth. To very  
2 briefly summarize, Defendant has challenged the authority of the district court and  
3 the court-appointed arbitrator to entertain the underlying proceedings and to enter  
4 the default judgment against her. [DS 3-10; MIO 1-4] She suggests “possible”  
5 procedural irregularities without further specificity, [MIO 2] and she asserts that the  
6 proceedings were improper to the extent that they were conducted in a manner  
7 inconsistent with contractual provisions. [MIO 3]

8 {3} As described in the notice of proposed summary disposition, [CN 2-3] the  
9 underlying arbitration proceedings were not conducted pursuant to contractual  
10 agreement. Rather, the matter was referred to mandatory arbitration pursuant to  
11 LR2-603(B)(1) NMRA (“All cases . . . shall be referred to arbitration when no party  
12 seeks relief other than a money judgment and no party seeks an amount in excess of  
13 fifty thousand dollars.”). The proceedings were conducted accordingly. The record  
14 clearly reflects that Defendant was duly notified, and she had the opportunity to be  
15 heard; however, Defendant failed either to appear or to participate in good faith. [RP  
16 56-58] As a consequence, default judgment was entered against her pursuant to LR2-  
17 603(E)(1)(d) NMRA (“All parties shall participate in good faith in the arbitration  
18 proceedings. The arbitrator may enter an award of default . . . against any party  
19 failing to participate in good faith.”). Under the circumstances, the disposition is  
20 readily affirmable. *See, e.g., Fogelson v. Wallace*, 2017-NMCA-089, ¶¶ 11, 17, 406

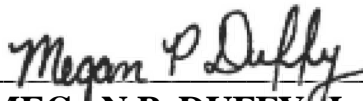
1 P.3d 1012 (acknowledging the finality and efficacy of a default judgment entered  
2 against a party that failed to appear at an arbitration proceeding). *See generally*  
3 *Rodriguez v. El Paso Elec. Co.*, 1992-NMCA-042, ¶ 8, 113 N.M. 672, 831 P.2d 608  
4 (“[P]arties may not complain about actions taken at hearings of which they had  
5 notice but did not attend.”).

6 {4} Defendant continues to assert that the district court erred in refusing to  
7 consider the “Objection and Motion to Dismiss” that she filed after the default  
8 judgment was entered. [MIO 3] However, as we previously observed, [CN 3-4]  
9 neither objections nor motions to dismiss are among the matters that district court  
10 judges are authorized to hear following the appointment of arbitrators under the  
11 applicable local rule. *See* LR2-603(E)(1)(a) (indicating that assigned judges “should  
12 not hear any matters after an arbitrator is appointed” except a few specified matters,  
13 which do not include objections or motions to dismiss). As noted in the final  
14 judgment, [RP 68] the arbitrator’s entry of an award of default judgment effectively  
15 precluded appellate review by the district court. *See* LR2-603(F)(1) (“[A] party may  
16 not appeal an award of default, including an award of default entered under  
17 Subparagraph (E)(1)(d) of this rule.”). Although Defendant suggests that this  
18 “neglects the essential judicial oversight” to which she is entitled, [MIO 3] the  
19 instant appeal supplies such oversight. *See generally* N.M. Const. art. VI, § 2 (“[A]n  
20 aggrieved party shall have an absolute right to one appeal.”); *Rogers v. Red Boots*

1 *Invs., L.P.*, 2020-NMCA-028, ¶ 25, 464 P.3d 1064 (“[T]here are strict limitations on  
2 judicial review of arbitration awards.” (internal quotation marks and citation  
3 omitted)). And although Defendant’s conduct may have effectively diminished the  
4 scope of the arguments available to her, this supplies no basis for further relief on  
5 appeal. *See generally Fenner v. Fenner*, 1987-NMCA-066, ¶ 17, 106 N.M. 36, 738  
6 P.2d 908 (holding, where a party’s “failure to appear and defend . . . can only be  
7 attributed to [the party’s] own voluntary actions, [they] must suffer the  
8 consequences”).

9 {5} Accordingly, for the reasons stated in our notice of proposed summary  
10 disposition and above, we affirm.

11 {6} **IT IS SO ORDERED.**

12   
13 \_\_\_\_\_  
MEGAN P. DUFFY, Judge

14 **WE CONCUR:**

15   
16 \_\_\_\_\_  
JENNIFER L. ATIREL, Chief Judge

17   
18 \_\_\_\_\_  
GERALD E. BACA, Judge