No. 19-582

In The
Supreme Court of the United States

SARA ANN EDMONDSON,

Petitioner,

vs.

LILLISTON FORD, INC.; JANE AND JOHN DOES 1 – 10, Individually and as owners, officers, directors, founders, managers, agents, servants, employees, representatives and/or independent contractors of LILLISTON FORD, INC.; XYZ CORPORATIONS 1 – 10,

Respondents.

On Petition For A Writ Of Certiorari To The United States Court Of Appeals For The Third Circuit

BRIEF IN OPPOSITION TO PETITION FOR A WRIT OF CERTIORARI

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COUNTER STATEMENT OF THE CASE

This litigation arises from Petitioner, Sara Ann Edmondson's ("Edmondson") purchase of a Pre-Certified 2012 Ford Focus (the "car") from Respondent, Lilliston Ford, Inc. ("Lilliston"). The parties entered into a Retail Installment Agreement (the "Agreement") dated February 15, 2012. The terms of the Agreement required Edmondson to trade in her 2004 Lincoln LS together with its title, and to receive an $800.00 credit from Lilliston. Lilliston delivered the car to Edmondson. However, shortly thereafter, Edmondson complained of mechanical difficulties. After multiple attempts to repair the car, Edmondson tried to return it. Lilliston declined to accept the car. Lilliston demanded that Edmondson turn over title to the trade-in car or alternatively, reimburse it for the $800.00 vehicle trade-in credit. Edmondson refused to do either. Thereafter, Lilliston filed suit in the New Jersey Superior Court. Edmondson filed a Counterclaim. The State court action was dismissed without prejudice.

In December 2013, Edmondson filed a Complaint in the United States District Court for the District of New Jersey asserting claims under the New Jersey Consumer Fraud Act N.J.S.A. 56:8-1 et seq., the Magnuson – Moss Act 15 U.S.C. Section 2301, et seq., the Federal Odometer Act 49 U.S.C. Sections 32701 to 32711, as well as several additional state law claims.

It developed that one of Edmondson's objectives was to compel AAA Arbitration. After protracted and contentious proceedings, the parties attended AAA Arbitration on December 13, 2016.

On December 27, 2016, an AAA Arbitration Award (the "Arbitration Award") was issued. Among other things, it dismissed all of Edmondson's claims with prejudice and ordered her to, among other things, deliver title to the car or refund the $800.00 credit. Thereafter, Lilliston moved to confirm the Arbitration Award and Edmondson moved to vacate it. On April 26, 2017 (14a) the District Court confirmed the award and denied Edmondson's application to vacate it.

In its January 11, 2018 Opinion and Order, the Third Circuit affirmed the District Court's April 26, 2017 Opinion and Order. (7a). Edmondson filed a post-judgment application for relief pursuant to Fed. R. Civ. P. 60(b)(3) regarding alleged misconduct, not by Lilliston but rather, by the District Court Judge. The lower Court denied that Motion and Edmondson appealed. The Third Circuit entered an Opinion and Order on May 15, 2019 (3a) affirming the District Court's determination.

The Third Circuit entered an Order on July 18, 2019 which denied Edmondson's request for a rehearing by the panel and by the Court en banc. Edmondson did not appeal that decision. Edmondson filed a Petition for a Writ of Certiorari on November 4, 2019.

I. REASONS FOR DENYING THE PETITION

Each of Edmondson's "Questions Presented for Review" reflect her disagreement with, if not contempt for, the rulings which were adverse to her private interests. They raise questions in a confusing manner

but all of which demonstrate her misunderstanding of the type of cases that might merit consideration by the Court.

A. Question No. 1

Edmondson's Question No. 1 is directed at the Third Circuit and the District Court and is based on an unfounded allegation that they refused " . . . to follow the directives established and implanted by this Court in *Oscanyan*. . . ." This question merely reflects Edmondson's disagreement with the Courts' rulings.

It must be noted that Lilliston disputes and denies Edmondson's misrepresentation that its attorney " . . . conceded in open court as a judicial admission or otherwise, that the contract between Edmondson and Lilliston was corrupt in itself containing intentional misrepresentations of the essential terms."

B. Question No. 2

Question No. 2 asks whether the District Court " . . . may refuse to consider State Law principals governing contract formation. . . ." Again, this question relates solely to Edmondson's displeasure, with the District Court's rulings, the importance of which, are limited to her case. She sets forth no specific misinterpretations of State law, rather she complains that the Court allegedly refused to even consider State law. Even if true, that speaks only to one instance of alleged judicial misconduct.

Certiorari is granted only "in cases involving principles the settlement of which are of importance to the public as distinguished from that of the parties, and in cases where there is a real and embarrassing conflict of opinion and authority between the Circuit Courts of Appeal." *NLRB v. Pittsburgh S.S. Co.,* 340 U.S. 498 (1951), citing *Layne & Boulder Corp. v. Western Well Works*, 261 U.S. 387, 393 (1923).

In considering Petitions for Writ of Certiorari, the Supreme Court seeks to avoid settled, frivolous, or state law questions. *Irvine v. California*, 347 U.S. 128 (1954).

C. Question No. 3

Edmondson complains bitterly about the District Court and Third Circuit's handling of a Motion for Summary Judgment that she filed but for which the District Court never entered an Order granting or denying same. Edmondson attacks the District Court for " . . . sequestering a motion for summary judgment . . . ". (Pb 17). The allegation is disingenuous and false. The major purpose of Edmondson's litigation was to compel Lilliston to participate in AAA Arbitration and obtain an adjudication of the claims set forth in her Complaint. These objectives were achieved, however, Edmondson was surprised and disappointed by the results in that the Arbitrator dismissed all of her causes of action with prejudice and, instead, awarded relief to Lilliston.

In her Petition, Edmondson failed to disclose to this Court that the District Court entered an Order on June 25, 2015 (Res. 1). That Order provided: "**ORDERED** that the above-captioned matter shall be **STAYED** pending Arbitration." Edmondson violated that Order on September 3, 2015 when she filed a Summary Judgment Motion. That Motion was entered on the Docket as [Document No. 67] (43a).

On February 18, 2016, the District Court entered an Order (37a) essentially ordering that the parties must proceed with AAA Arbitration and recited: "**IT IS FURTHER ORDERED** that the Clerk of the Court shall **ADMINISTRATIVELY TERMINATE** the pending motion [Document No. 67] as improperly filed." Clearly, the District Court was well within its rights to administratively terminate a Summary Judgment Motion that was filed in violation of the Court's June 22, 2015 Order. Notwithstanding her misconduct, Lilliston's complaint is that she was nevertheless entitled to the entry of an Order by the District Court either granting or denying her Summary Judgment Motion. She was, and is, wrong. This misconception is the cornerstone of Edmondson's "Questions Presented for Review" Nos. 3, 4, and 5.

D. Question No. 4

Question No. 4 raises the absurd question of "Whether a Court of Appeals . . . is authorized to fabricate the existence of executed orders – including an order on summary judgment under 28 U.S.C. Section

56(a) – in its rulings that neither appear on the record on appeal nor on the district court civil docket. . . ."

As was noted above, Edmonson filed her Summary Judgment Motion in violation of the June 22, 2015 Order by filing same before the Arbitration was completed. The District Court properly, administratively dismissed Edmondson's Summary Judgment Motion. That occurrence is demonstrated by the Order. It is also conclusively demonstrated by an examination of the pages from the District Court Docket that were attached as Appendix "G." (43a). The docket entry for February 18, 2016 [Document No. 74] stated "Order . . . administratively terminating 67 Motion for Summary Judgment as improperly filed signed by Judge Renee Marie Bumb on February 18, 2016. . . ." Thus, there was an Order and Docket entry proving Edmonson's Summary Judgment Motion was disposed of.

In the Third Circuit's May 15, 2019 Opinion (3a), it noted:

> . . . Edmondson filed a motion for summary judgment arguing, in part, that the terms of the arbitration agreement required arbitration to be administered by the American Arbitration Association ("AAA"), but the agreement itself was invalid. The District Court **denied the Motion as improperly filed**, and the parties ultimately submitted to Arbitration with the AAA . . . [emphasis supplied]. (4a)

Edmondson is playing fast and loose with this Court. The District Court directed the Clerk of the

Court to **administratively terminate** the Summary Judgment Motion as improperly filed. The Court of Appeals described that event stating: " . . . the District Court **denied the motion** as improperly filed . . . ". (4a). Edmondson raises a distinction without a difference. Her Petition is dishonest, deceptive, and disingenuous. Edmonson erroneously and needlessly impugns the honesty and integrity of the Court of Appeals. Question No. 4 is nothing more than a baseless attack on the Third Circuit Court of Appeals and involves no good faith questions at all.

E. Question No. 5

Question No. 5 relates to Edmondson's dissatisfaction with the District Court's interpretation and application of F. R. Civ. P. 60(d)(3). Like the other questions, it is the product of Edmondson's misguided perception that rulings by the Court below, which she believes were wrong, are evidence of reversible error, and the misunderstanding or misconstruing of Statutes and Rules, and constitute malice and bias against her.

Following the entry of the April 26, 2017 Opinion (14a), Edmondson filed a Motion to vacate the Final Judgment and alleged judicial misconduct, stating:

> Due to the egregious and biased behavior of the Judge in not ruling or denying Summary Judgment on the viability of the contract given that it was procured through fraud and misrepresentation.

(5a).

In its May 15, 2019 Opinion (3a), the Third Circuit affirmed the finding that there was no abuse of discretion and acknowledged the District Court's observation that Edmondson's allegations of judicial bias are merely disagreements with the District Judge's rulings noting that adverse rulings are insufficient evidence of judicial bias. *Arrowpoint Capital Corp. v. Arrowpoint Asset Mgmt. LLC*, 793 F. 3d 313, 330 (3d Cir. 2015). (5a).

The Third Circuit noted that F. R. Civ. P. 60 is not the proper vehicle for challenging the District Judge's alleged misconduct, rather the Rule pertains to misconduct by opposing parties. (5a).

Question No. 5 is nothing but sour grapes and a private conflict Edmondson has with the District Judge. It is solely about Edmondson's dissatisfaction with the numerous adverse rulings. Simply stated, it lacks certworthiness.

II. CONCLUSION

Questions 1 through 5 all essentially involve assertions of one-off alleged errors consisting of the purported misapplication of a Statute or Rule and the alleged malicious disregarding of purportedly binding authority. Each question reflects Edmondson's subjective belief that at the very least, the District Court and the Third Circuit judges made mistakes. Petitions of this ilk are "rarely granted." S. Ct. R. 10.

Edmondson's Petition asks this Court to act as a Court of Errors to intervene to correct her individual perceived injustices and alleged misapplications of the

law. This too is not the basis for the Court to grant a Petition for a Writ of Certiorari (See S. Ct. R. 10). Furthermore, they focus largely on allegations of judicial misconduct, not on a wide scale basis, but rather complaints related to events unique to her case.

Edmondson's Petition does not address questions of alleged conflict between circuits nor discrepancies between State Supreme Courts and the United States Supreme Court's interpretations of federal law, nor do any of them raise any constitutional issues. They involve no questions of national importance and relate solely to her personal rights and interests in a private one-off dispute between her and an automobile dealer. There are no federal questions of any nature involved.

Certiorari is granted only "in cases involving principles the settlement of which is of importance to the public as *distinguished* from that of parties. . . ." *N.L.R.B v. Pittsburg S.S. Co.*, 340 U.S. 498 (1951) (Citation omitted).

Clearly, this matter does not merit the Court's time and consideration and Edmondson's Petition for a Writ of Certiorari should be denied.

Respectfully submitted,

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