

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

REPLY BRIEF TO BRIEF IN OPPOSITION

Sara Ann Edmondson, Pro Se
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609.501.2249

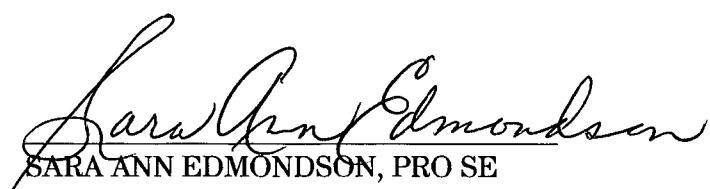
Two years prior to the executed order submitted in Respondent's Opposition and in response to representations made by Respondent, the lower court ordered Respondent to provide the court with copies of the transcripts of all state court proceedings. (Appendix M - attached) On page 17a of Petitioner's Appendix D, the lower court added, " the Court determined that, contrary to Defendant's representations to this Court, no settlement had been reached before the state court." Respondents' judicial admission, as the drafter of the contract, would have made the Court review contract validity as imposed by the Supreme Court in *First Options*. According to the US Supreme Court in Oscanyan, "A court is, in the due administration of justice, bound to refuse its aid to enforce such a contract although its invalidity be not specially pleaded." Oscanyan emphatically states that it is the job of the Court - and NOT the party - to take action on judicial admissions that invalidate contracts that are the crux of a court complaint. The lower Court's determination that

Respondent's representations on the court are untrue is also perjury - the latter of which has its own prescriptions and mandates from the US Supreme Court and may also require supervisory authority.

That same executed order in Respondent's Opposition preceded by one month Respondent's second judicial admission of its invalid contract (detailed in Writ) and for a second time, the directives and mandates in *Oscanyan* should have been exercised by the Court.

CONCLUSION

The lower courts' dockets speak for themselves and paint a clear picture of judicial insubordination to US Supreme Court directives and mandates, an authority granted by the US Congress. Mandated procedures under *Oscanyan*, *First Options*, and 28 U.S.C. 56(a) were intentionally ignored. Furthermore, the Circuit's fabrication of an order on summary judgment is egregious.



Sara Ann Edmondson
SARA ANN EDMONDSON, PRO SE

APPENDIX M

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

Renée Marie Bumb MITCHELL H. COHEN COURTHOUSE
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February 28, 2014

MAILED & ELECTRONICALLY FILED
LETTER ORDER

**Sara Ann Edmondson
71 Rainbow Trail
Pittsgrove, New Jersey 08318**

**David M. DeClement, Esquire
55 Simpson Avenue
Pitman, New Jersey 08071**

Re: Sara Ann Edmondson v. Lilliston Ford, Inc.
Civil Action No. 13-7704 (RMB/JS)

Dear Counsel and Ms. Edmondson:

Oral argument on Defendant's Motion to Dismiss has been rescheduled for March 25, 2014.

at 10:00 a.m., in Courtroom 3D, U.S. District Court, 4th and Cooper Streets, Camden, New Jersey.

Prior to oral argument, Defendant, who has represented that Lilliston Ford Inc., v. Sara Ann Edmondson, Docket No. DC-1470-12 in the Superior Court of New Jersey, previously settled, is **ORDERED** to provide this Court with the transcript(s) of all state court proceedings in that matter. Defendant shall file the transcript(s) on the docket in this matter via ECF.

Kindly mark your calendars accordingly.

Very truly yours,
s/Renée Marie Bumb
RENÉE MARIE BUMB
United States District Judge

c:Arthur Roney, Courtroom Deputy