

NO. 19 - 71610

IN THE
SUPREME COURT OF THE UNITED STATES

ANN KARNOFEL,
PETITIONER.

v.

SUPERIOR WATERPROOFING, INC.,
RESPONDENT

ON Petition for Writ of Certiorari
TO THE SUPREME COURT of Ohio

PETITION FOR REHEARING

ANN KARNOFEL
1528 GREENWOOD AVE.
GIRARD, OHIO 44420
(330) 545-6303

Pro Se Petitioner

Ned C. Gold, Jr., Esq.,
7011 E. MARKET ST.
WARREN, OHIO 44484
(330) 256-6888

Counsel for Respondent,
SUPERIOR WATERPROOFING
Inc.

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PETITION FOR REHEARING

Pursuant to Rule 44.1 of the Rules of this Court, Petitioner Requests this Petition for a Rehearing of the aforementioned cause and, in support, respectfully shows:

Petitioner was not given a fair day in court, when the judges favored the party that was represented by legal counsel, even when Respondent submitted a fraudulent and frivolous Complaint on Account with no supporting exhibits. Respondent's post-dated, unsigned Invoice was used as an exhibit that was attached to the Complaint on Account. Respondent dated it over one year after the waterproofing job ended. It had no signatures whatsoever, to authorize the additional work to the contract. Although all of the lower courts overlooked it.

The court where the Complaint on Account was filed, was the Girard

Municipal Court. After Motions for Summary Judgment were filed, the Trial Court issued a biased and erroneous decision, thereby granting Summary Judgment to Respondent. The Trial Court also misinterpreted the attached Invoice to the Complaint as Account for a valid change order. This was unfair.

Petitioner did not receive a fair day in court with the misinterpretation of the Invoice for a Change Order. An Invoice and change order are not the same document. A change order, pursuant to § 10:40 Construction Contract, is:

"A written order to the contractor signed by owner, issued after execution of the agreement and authorizing an addition, deletion or revision in the work, or an adjustment in the contract price or the contract time."

There was no signature on the Invoice, authorizing the additional work for an increase in the contract price § 10:40 Construction Contract - Between owner and contractor - General Conditions Article X Changes in the work. Section 3 states:

"Additional work performed by contractor without authorization of a change order will not entitle it to an increase in the contract price or an extension of the contract time, except in the case of an emergency . . ."

There was no emergency and no signature, to authorize the additional work, therefore, Respondent was not entitled to any increase in the contract price. This is what the Complaint on Account was based upon. The average person knows the value of a signature. Respondent knew how to sign the two, \$3,000.00 checks it received from Petitioner. It purposely did not have a change order or a signature on the invoice, because then it would have been liable for what was said and could not have framed Petitioner.

If Petitioner was able to locate an attorney to take this case and had the finances, he/she would have also cited contract law, however, in much more detail.

The error of misinterpreting the Invoice for a Change Order by the Lower Courts was not ethical. The U.S. Constitution was made to protect the U.S. citizens. Petitioner's due process rights were denied several times in this case, because she was not represented by an attorney. Petitioner should not be treated unfairly, because she is an older senior citizen, who is a female without the resources to retain an attorney.

If Petitioner had an attorney, she would have been protected in court before the judges. The judges would not have wasted an attorney's time and money, as they purposely did with Petitioner, because he/she would have had their local bar association and state disciplinary counsel supporting them. Instead Petitioner was taken advantage of because she and her family are Catholics, law abiding citizens, and Petitioner is an older pro se litigant who has been a widow for over 39 years.

Petitioner and her daughter, Delores KARNOTEL, (from a companion case) were framed into PRIVILEGE, RES JUDICATA, ATTORNEY'S FEES AND SANCTIONS from the frivolous and fraudulent Complaint on Account that WAS FILED AGAINST PETITIONER'S DAUGHTER AND THEN PROMPTED PETITIONER TO FILE A COMPLAINT THAT MALICIOUSLY LED PETITIONER TO THE HIGHEST COURT IN THE UNITED STATES. THIS CASE IS LENGTHY AND HAD UNNECESSARY COURT PROCEEDINGS, AS A RESULT OF THE BIASED AND ERRONEOUS JUDGMENTS FROM THE LOWER COURTS. PETITIONER IS IN CREDIT CARD DEBT AT THIS TIME FOR NEGLIGENT DOCTORS AND A NEGLIGENT CONTRACTOR. NOW, PETITIONER HAS BEEN FRAMED FOR ATTORNEY'S FEES AND SANCTIONS FROM UNSCRUPULOUS JUDGES AND AN ATTORNEY. RESPONDENT ALSO FILED A JUDGMENT LIEN ON THE HOUSE

WHEREFORE, UPON THE FOREGOING GROUNDS IT IS RESPECTFULLY URGED THAT THIS PETITION FOR A REHEARING BE GRANTED

AND that the October 1, 2019 Entry of
the Ohio Supreme Court be upon further
consideration reversed.

MARCH 23, 2020

Ann Karnofel
Ann KARNOFEL, PRO SE
1528 GREENWOOD AVE.
GIRARD, OHIO 44420
(330) 545-6303

Ned C Gold, Jr., Esq.
7011 E. MARKET ST.
WARREN, OHIO 44484
(330) 856-6888