

APPENDICES

Appendix A: Legal Argument with reference to the original Publishing Contracts.

Appendix B: Publishing renewal Contract, never signed. (A 1-A 2)

Appendix C: original Publishing Contract with clear non-continuation of Contract if there is no renewal Agreement. (A 35, Lines 1 - 4) (A 35, Lines 6 - 7) (A 1) (A 2).

It is undisputed by the lower Courts and by the defendant, respondent that there is no Renewal Agreement.

Appendix D: Letter Brief For Appellant James Blessing. in which the arguments are made regarding the Contract that there is no Continuation without the renewal Contract, and, Denying my Free Speech, Freedom of Religion, Due Process, and equal Protection under the law.

Appendix E: Emergency Motion for Reconsideration for Appellant James Blessing, in which the Arguments are made with Attached Evidences for Free Speech Freedom of Religion, Due Process, and Equal Protection under the Law.

Appendix F: Granted Amended Complaint in which the new Contract is made. (A 5, Page 3, Para. # 11 - 13).

**NOT FOR PUBLICATION WITHOUT THE
APPROVAL OF THE APPELLATE DIVISION**

This opinion shall not "constitute precedent or be binding upon any court." Although it is posted on the internet, this opinion is binding only on the parties in the case and its use in other cases is limited. R. 1:36-3.

**SUPERIOR COURT OF NEW JERSEY
APPELLATE DIVISION
DOCKET NO. A-0416-20**

JAMES BLESSING,

Plaintiff-Appellant,

v.

**NICK HOFFMAN, OLIVIA
MARR, and PAGE
PUBLISHING, INC.,**

Defendants-Respondents.

Submitted April 21, 2021 – Decided June 10, 2021

Before Judges Sumners and Geiger.

**On appeal from the Superior Court of New Jersey, Law
Division, Union County, Docket No. L-1762-20.**

James Blessing, appellant pro se.

Scott K. Seelagy, attorney for respondents.

PER CURIAM

Plaintiff James Blessing¹ appeals from an August 7, 2020 order compelling arbitration and staying his complaint against defendants Nick Hoffman, Olivia Marr, and Page Publishing, Inc., and a September 11, 2020 order denying reconsideration. We affirm.

In June 2017, plaintiff and Page Publishing entered into a publishing agreement (agreement), in which Page Publishing agreed to provide services to publish plaintiff's written work Our Best Friend, later changed to From Here To Everlasting. The agreement covered a two-year term, "after which time [plaintiff] may, upon execution of a [r]enewal [a]greement at least sixty [] days prior to the second anniversary of this [a]greement, renew this [a]greement for an additional two [-] year term at [his] option" at a cost of \$48. The agreement contained an arbitration clause providing:

Any dispute, controversy, or claim between [Page Publishing] and [plaintiff] regarding this [a]greement will be submitted to mandatory and binding arbitration under the terms of the rules of the American Arbitration Association [AAA] as then in effect. All claims must be brought in the party's individual capacity and not as a class member in any purported class or representative proceeding. Arbitration proceedings shall be heard in New York County, New York by a single arbitrator serving at the mutual designation of the parties and each

¹ Plaintiff is in the process of legally changing his name and has requested to be addressed as James Blessing. At the time of the agreement relevant to this complaint, plaintiff went by Drew Bradford and signed the agreement as such.

party shall be solely responsible for their own attorney's fees in connection with said arbitration. Any issue concerning the applicability, interpretation, or enforceability of these procedures, including any contention that all or parts of these procedures are invalid or unenforceable, will be governed by the Federal Arbitration Act. No discovery will be permitted in connection with the arbitration and all aspects of the arbitration will be confidential. Any arbitration award shall not include exemplary or punitive damages. The arbitration award will be final and binding on the parties and may be entered in any court having jurisdiction. [Plaintiff] shall have three [] days from execution of this [a]greement to cancel for any reason by providing written notice to [Page Publishing] of [his] desire to cancel.

Although the agreement expired at the end of two years without an executed renewal agreement, the parties conducted themselves as if the agreement were renewed after plaintiff paid the \$48 renewal fee.

On April 22, 2020, however, Hoffman, Page Publishing's executive vice president, sent plaintiff a letter severing their contractual relationship and returned plaintiff's renewal fee. Page Publishing maintained plaintiff repeatedly harassed its staff with unprofessional phone calls and voicemail messages after it had denied his requests to provide him with weekly sales reports and the right

to directly communicate with Page Publishing's proprietary contacts whom the company utilized to advertise, market, and distribute its clients' books.²

That same day, plaintiff sent a letter to Page Publishing president Dustin Roberts, renewing his request to speak directly with the company's proprietary contacts in the publishing industry, including advertisers, distributors, and the resellers of his book, entitled From Here to Everlasting. In the letter, plaintiff acknowledged the mandatory arbitration clause in the agreement and consented to arbitration but requested that it be held in New Jersey³ due to his alleged disability.

Almost three weeks later, plaintiff filed a three-count Law Division complaint against defendants alleging breach of contract, religious discrimination under the New Jersey Law Against Discrimination, N.J.S.A. 10:5-12 to -50, and intentional infliction of emotional distress. In lieu of filing an answer, defendants filed a motion to stay the action and compel arbitration

² While plaintiff denied making harassing phone calls, we note that the trial judge instructed plaintiff and her staff that all communication from plaintiff must be put in writing because of the numerous phone calls he was making to her chambers. Similarly, plaintiff was directed by the Administrative Office of the Courts that all his communications must be done in writing because of the numerous phone messages he left on Appellate Division staff's voicemails.

³ Either Union County, Somerset County, or Morris County.

under N.J.S.A. 2A:23B-6(a), -7(e) and -7(g), based on the agreement's mandatory arbitration clause.

After conducting oral argument on August 7, the trial judge entered an order to stay the action and compel arbitration of all claims in accordance with the agreement. The judge indicated that plaintiff's first amended complaint, which had been previously filed but not served on Page Publishing's counsel, did not alter her reasoning because all of plaintiff's claims arose from the agreement and were subject to arbitration. The amended complaint added counts of negligent infliction of emotional distress and consumer fraud.

Plaintiff timely moved for reconsideration. The judge denied the motion on the papers in a September 11 order. In her statement of reasons attached to the order, the judge, applying the standards set forth in Rule 4:49-2, D'Atria v. D'Atria, 242 N.J. Super 392, 401 (Ch. Div. 1990), and Cummings v. Bahr, 295 N.J. Super. 374, 384 (App. Div. 1996), reasoned that plaintiff "merely reargue[d]" the same contentions she previously rejected and that the initial decision "was not palpably incorrect, irrational or did not consider the evidence presented." The judge further noted that plaintiff's amended complaint did not alter her ruling. On October 16, the judge stayed her orders of August 7 and September 11 pending appeal.

In his appeal, plaintiff argues the judge erred because, since the parties did not confirm their renewal agreement in writing, the arbitration clause does not apply to his claims. In going to arbitration, he argues, he will suffer "a waste of time"; it will cost him \$15,000 in expenses for arbitration costs; and he will have to forfeit his rights to punitive damages, which he could receive from his religious discrimination and intentional infliction of emotional distress claims. He further claims a Superior Court judge is "more qualified" to decide his case; he does not know the rules of arbitration and "will likely lose" to defendants who are represented by counsel familiar with the rules; there is no discovery in arbitration; and he does not have a computer, which is needed in arbitration.

There is no merit to plaintiff's claims and we thus affirm substantially for the reasons expressed by the judge in her cogent decisions granting defendants' motion to stay. We add the following brief comments.

The Federal and New Jersey Arbitration Acts express a general policy favoring arbitration. Atalese v. U.S. Legal Servs. Grp., L.P., 219 N.J. 430, 440 (2014); see also 9 U.S.C. §§ 1 to 16; N.J.S.A. 2A:23B-1 to - 36. An arbitration agreement is governed by principles of contract law. In Kernahan v. Home Warranty Adm'r of Fla., Inc., 236 N.J. 301, 319 (2019) (quoting Atalese, 219 N.J. at 442), our Supreme Court stated:

In this state, when called on to enforce an arbitration agreement, a court's initial inquiry must be — just as it is for any other contract — whether the agreement to arbitrate all, or any portion, of a dispute is "the product of mutual assent, as determined under customary principles of contract law."

The validity of an arbitration agreement is a question of law, which we review de novo. Atalese, 219 N.J. at 445-46; Barr v. Bishop Rosen & Co., Inc., 442 N.J. Super. 599, 605 (App. Div. 2015). When reviewing a motion to compel arbitration, the court applies a two-prong inquiry: (1) whether there is a valid and enforceable agreement to arbitrate disputes, and (2) whether the dispute falls within the scope of the agreement. Martindale v. Sandvik, Inc., 173 N.J. 76, 86, 92 (2002).

"Under state law, 'if parties agree on essential terms and manifest an intention to be bound by those terms, they have created an enforceable contract.'" Flanzman v. Jenny Craig, Inc., 244 N.J. 119, 135 (2020) (quoting Weichert Co. Realtors v. Ryan, 128 N.J. 427, 435 (1992)). "Simply put, without an agreement to arbitrate, there can be no arbitration." MZM Constr. Co. v. N.J. Bldg. Laborers Statewide Benefit Funds, 974 F.3d 386, 397 (3d Cir. 2020). Whether the parties "clearly delegated" that threshold question about the formation of the agreement to an arbitrator is to be determined by a judge

applying the same "elements necessary for the formation of a contract under state law." Morgan v. Sanford Brown Inst., 225 N.J. 289, 295 (2016).

Here, there was a meeting of the minds that, despite not formally executing the renewal agreement, the parties' conduct indicated the agreement was in fact renewed. See Wanaque Borough Sewerage Auth. v. Twp. of W. Milford, 144 N.J. 564, 574 (1996) (contracts implied in fact for services are inferred from the parties' conduct or from the surrounding circumstances). Plaintiff paid the renewal fee and continued to request and receive Page Publishing's services. Plaintiff acknowledged that the arbitration clause applied when he sought that the arbitration be held in New Jersey rather than in New York. There is no doubt that the terms, including the mandatory arbitration clause set forth in the initial agreement, applied.

As for the denial of plaintiff's motion for reconsideration, we discern no abuse of discretion by the trial judge. See Kornbleuth v. Westover, 241 N.J. 289, 301 (2020). The record supports the judge's finding that plaintiff did not demonstrate that she "expressed [her] decision based upon a palpably incorrect or irrational basis, or . . . either did not consider, or failed to appreciate the significance of probative, competent evidence" introduced in the motion. Cummings, 295 N.J. Super. at 384 (quoting D'Atria, 242 N.J. Super. at 401).

Finally, we point out that on March 12, 2021, we granted plaintiff's motion to supplement the record. However, none of those documents are relevant to the disposition of this appeal.⁴

Accordingly, we vacate the October 16, 2020 order staying the August 7, 2020 and September 11, 2020 orders imposed by the trial judge pending arbitration.

Affirmed.

I hereby certify that the foregoing
is a true copy of the original on
file in my office.


CLERK OF THE APPELLATE DIVISION

⁴ In addition, we later denied another motion by plaintiff to supplement the record, and our clerk's office returned additional submissions by plaintiff that were submitted after his motions had been decided and the appeal was fully briefed.

PREPARED BY THE COURT

JAMES BLESSING, Plaintiff, vs. NICK HOFFMAN, Defendant.	SUPERIOR COURT OF NEW JERSEY LAW DIVISION - UNION COUNTY DOCKET NO. UNN-L-1762-20 CIVIL ACTION ORDER
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This matter having been opened to the court by James Blessing, plaintiff appearing pro se, for an order to file or amend complaint and the court having considered the moving papers, opposition and good cause having been shown,

It is on this 11th day of September 2020; ORDERED,

1. That plaintiff's motion to file a first amended complaint is GRANTED. He shall file same by September 25, 2020, the matter shall, however, remain stayed pursuant to the Order of August 7, 2020;
2. Since this matter is stayed pending arbitration, defendant need not file an answer until the matter is restored. Should the matter be returned to Superior Court defendant shall have 35 days to file a responsive pleading/answer to the First Amended Complaint or whatever claims may remain;

A45

10

3. That a copy of this order be served via regular mail within 7 days on the plaintiff and upon defendant via upload to eCourts.

/s/ Karen M. Cassidy

Karen M. Cassidy, A.J.S.C.

This motion was xx opposed and reply submitted 9/10/2020.

 unopposed.

Statement of Reasons

The court finds no prejudice in amending the pleading. The initiation date of the complaint is reflected in eCourts on May 11, 2020. Apparently, plaintiff submitted a subsequent complaint labeled "First Amended Complaint" without seeking the proper relief from the court which he has now done. This subsequent complaint was initially stamped filed on May 26, 2020 and then crossed out. Complaints may be amended liberally, especially in this circumstance where plaintiff is representing himself. See, R.4:9-1 and is within the trial court's discretion.

This first amended complaint was part of the record in the voluminous documents that have been sent to the court for consideration in the several motions/opposition papers filed by plaintiff. As reflected in the other orders entered on this date, this amendment does not affect the court's ruling on the Order to Show Cause or the motion to reconsider. Plaintiff, when he files for arbitration, may incorporate all of his claims for the arbitrator's consideration.

This order reflects that if the matter is returned to Superior Court defendant will then be required to answer the new allegations.

A 46

SUPREME COURT OF NEW JERSEY
M-1198/1199 September Term 2021
086150

James Blessing,

Plaintiff-Movant,

v.

ORDER

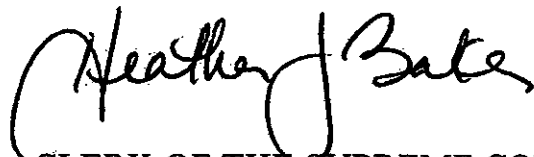
Nick Hoffman, Olivia Marr,
and Page Publishing, Inc.,

Defendants.

It is ORDERED that the motion for leave to file a motion for reconsideration as within time (M-1198) is granted; and it is further

ORDERED that the motion for reconsideration of the Court's order denying the petition for certification (M-1199) is denied.

WITNESS, the Honorable Stuart Rabner, Chief Justice, at Trenton, this
21st day of June, 2022.



CLERK OF THE SUPREME COURT

SUPREME COURT OF NEW JERSEY
C-390 September Term 2021
086150

James Blessing,

Plaintiff-Petitioner,

v.

ORDER

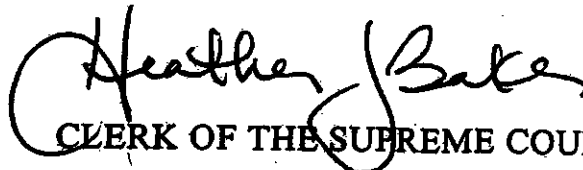
Nick Hoffman, Olivia Marr,
and Page Publishing, Inc.,

Defendants-Respondents.

A petition for certification of the judgment in A-000416-20
having been submitted to this Court, and the Court having considered the
same;

It is ORDERED that the petition for certification is denied, with costs.

WITNESS, the Honorable Stuart Rabner, Chief Justice, at Trenton, this
8th day of February, 2022.


CLERK OF THE SUPREME COURT

ORDER ON MOTION

JAMES BLESSING
V.

NICK HOFFMAN, OLIVIA MARR,
AND PAGE PUBLISHING, INC.

SUPERIOR COURT OF NEW JERSEY
APPELLATE DIVISION
DOCKET NO. A-000416-20T1
MOTION NO. M-005652-20
BEFORE PART D
JUDGE(S): THOMAS W. SUMNERS JR.
RICHARD J. GEIGER

MOTION FILED: 06/16/2021

BY: JAMES BLESSING

ANSWER(S)
FILED:

SUBMITTED TO COURT: July 29, 2021

ORDER

THIS MATTER HAVING BEEN DULY PRESENTED TO THE COURT, IT IS, ON THIS
2nd day of August, 2021, HEREBY ORDERED AS FOLLOWS:

MOTION BY APPELLANT

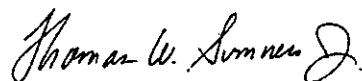
MOTION FOR RECONSIDERATION
AND RESTORE PHONE COMMUNICATIONS
WITH HIS CASE MANAGER

DENIED

DENIED

SUPPLEMENTAL:

FOR THE COURT:



THOMAS W. SUMNERS JR., J.A.D.

L-001762-20 UNION
ORDER - REGULAR MOTION
ES

Appendix A

Legal Argument with Reference to the Original Publishing Contract

Legal Argument

For the cognizance and convenience of the Honorable Supreme Court and its honorable clerks and staff, I make available herein the clear original Contract and its undeniable statements that the original Contract can not be continued. I will provide the original publishing Agreement and the argument explaining such to the lower Court which was completely ignored.

Appendix A

The original publishing Contract:

The lower Courts disregarded totally, the clear demands and restrictions within the original publishing contract, that the "publisher relinquishes any and all rights to publish the work." (A 35, Paragraph #11, Lines, 1 - 4 and 6 - 7) without "a Renewal Agreement," (A 35, Para. #11, lines 1 - 4) which there is none. (A 1 - A 2)

It is also undisputed by all parties that there is no Renewal Agreement.

The original publishing Contract is (A 32 - A 36).

The unsigned renewal agreement is (A 1 - A 2).

Therefore, petitioner is not required to Arbitration in a continuing Contract. (A 35, Para. # 15, Lines 1 - 2) and the new Contract between James Blessing and Olivia Marr proceeds to Jury Trial, not to Arbitration. (A 5^{A,7}, Para.# 11 - 44)

Appendix B

Publishing Renewal Contract Never Signed.

RENEWAL OF PUBLISHING AGREEMENT

THIS AGREEMENT is entered into as of this _____ day of _____, 2019 between Page Publishing, Inc. having offices at 101 Tyrellan Ave Ste 330, New York, NY 10309 (hereinafter referred to as "Publisher") and Drew Bradford having an address at 31 Parkside Rd Bedminster, NJ 07921 (hereinafter referred to as "Author"). WHEREAS Author previously entered into a Publishing Agreement with Publisher for a Work "Our Best Friend" (hereinafter referred to as the "Work") and Author hereby wishes to renew the distribution and royalty terms of the original Agreement for a period of two (2) years from the date of this signing.

1. Publisher shall continue to have the exclusive right to publish and disseminate for sale, both in digital and hard-copy format world-wide the Author's Work.
2. Publisher shall continue to be compensated an administrative fee of 20 cents per Work sold (excluding returns) for all sales. Publisher shall not be entitled to an administrative fee for any Works distributed free of charge by Publisher or Author for publicity, charitable or marketing purposes or for any Works purchased by Author under the Author Discount Program.
3. Royalty payments: Quarterly accounting reports will be provided to Author by Publisher, listing all sales that have transacted with each distribution outlet, and all net profit generated therefrom as per each respective outlet's most recent terms and conditions. Payment of all moneys owed to Author shall be remitted directly to Author by Publisher with said quarterly reports. In the event that quarterly payments owed to Author are less than \$100, payment shall be made with the next quarterly report provided that the accrued amount owed exceeds \$100.
4. Return of Author's Investment: Publisher shall not be entitled to any administrative fees as defined in section 2 above until such time that Author has received a sum total of book sale revenue equal to the amount invested by Author as defined in section 4 of original publication agreement.
5. Publisher and Author mutually agree that both the original Work of Author and all materials prepared by Publisher in conjunction therewith (including but not limited to page designs, cover art, electronic files, publicity materials and the like) forever remain the sole property of Author, and shall be transferred free of charge to Author by Publisher at any time upon Author's request.
6. In exchange for Publisher providing the above-written services, Author agrees to remit to Page Publishing, Inc. one payment of \$48 upon execution of this agreement.
7. Term of Renewal Agreement: This Renewal Agreement shall remain in effect for two (2) years, after which time Author may renew this Renewal Agreement for additional two (2) year terms at his/her option. During the term of this Agreement Publisher shall have the exclusive right to publish and disseminate for sale, both in digital and hard-copy format world-wide the Author's Work. Upon expiration of this Agreement, Publisher immediately relinquishes any and all rights to publish the Work and to any further administrative fees as defined in Section 2 above, and all materials prepared by Publisher on behalf of Author (including but not limited to page designs, cover art, electronic files, publicity materials and the like) shall be immediately transferred to Author by Publisher at no cost to Author.

Exh 2

A 1

8. Royalties Derived from Derivative Works: Any derivative works of Author's original Work (screenplays, motion picture/TV scripts, etc.) shall be the sole and exclusive property of Author. Any royalties or monetary compensation resulting therefrom during the term of this Agreement shall be the sole property of Author with Publisher having no claim thereto.

9. Publisher makes no representations, projections or guarantees as to the projected sales volume of the Work.

10. Author hereby represents that he or she is the original and true author and owner of the Work, and has not previously assigned these rights to any other parties. Author hereby agrees to defend, hold-harmless and indemnify Publisher against any claims of infringement or libel which may be brought against Publisher regarding Author's Work.

11. Any dispute, controversy, or claim between Publisher and Author regarding this Renewal Agreement or the original Publishing Agreement will be submitted to mandatory and binding arbitration under the terms of the rules of the American Arbitration Association as then in effect. All claims must be brought in the party's individual capacity and not as a class member in any purported class or representative proceeding. Arbitration proceedings shall be heard in New York County, New York by a single arbitrator serving at the mutual designation of the parties and each party shall be solely responsible for their own attorney's fees in connection with said arbitration. Any issue concerning the applicability, interpretation, or enforceability of these procedures, including any contention that all or parts of these procedures are invalid or unenforceable, will be governed by the Federal Arbitration Act. No discovery will be permitted in connection with the arbitration and all aspects of the arbitration will be confidential. Any arbitration award shall not include exemplary or punitive damages. The arbitration award will be final and binding on the parties and may be entered in any court having jurisdiction.

Drew Bradford

Author

Dated: _____

Nicholas Hoffman

Vice President, Page Publishing, Inc.

Dated: _____

Appendix C

Original Publishing Contract with Clear non-Continuation of
Contract if there is no Renewal Agreement.

PUBLISHING AGREEMENT

THIS AGREEMENT is entered into as of this 12 day of June, 2017 between Page Publishing, Inc. having offices at 101 Tyrellan Ave Ste 100, New York, NY 10309 (hereinafter referred to as "Publisher") and Drew Bradford having an address at 31 Parkside Rd Bedminster, NJ 07921 (hereinafter referred to as "Author"). WHEREAS Author has developed a written work titled "Our Best Friend" (hereinafter referred to as the "Work") and;

1. WHEREAS Publisher is in the business of disseminating and publishing literary works, and hereby agrees to perform the following services in order to publish said Work:

- a. Publication Coordinator: a Publication Coordinator will be assigned to oversee all aspects of the publication process including guiding the work through editorial review, page design, cover art, publicity campaigns and copyright registration. Author will be given complete access to all work flow through a personalized on-line Author Portal.
- b. Page Design: Publisher will assign a Page Designer to ensure consistency of headings and chapters, and to implement elements of typographical style, including font size, font choices, margins, paragraph and sentence formatting.
- c. Cover Art: Publisher will produce a premium, custom cover design based on Author's input. The final selection of cover art shall be at the sole discretion of Author.
- d. Conversion to various digital formats: Publisher will convert the Work to the appropriate various digital formats so that it may be offered for sale with the Apple, Amazon, Barnes & Noble and Google eBook retailer's platforms.
- e. Implementation of DRM: In addition to converting the Work into the various respective formats for eBook retailers, Publisher will employ Digital Rights Management (DRM) technology to prevent unauthorized sharing of the Work.
- f. Printed editions of the Work: Ten (10) complimentary paperback editions of the Work, professionally printed with a full-color front and back cover will be produced and delivered to Author's designated address as stated above.
- g. Author Discount Program: Author may purchase an unlimited number of additional wholesale copies of the hard-cover and/or soft-cover editions of the Work for private sale by Author, directly from Publisher at a discount of 50% of the retail price.
- h. ISBN: Publisher will obtain, on behalf of Author, an ISBN (International Standard Book Number) and corresponding barcode for the soft-cover version of the Work as well as an ISBN for the digital versions. The ISBN's will list Author as the original owner and author of the Work, and Page Publishing, Inc. as the authorized Publisher.

Exh 3

A 32

i. Digital Distribution: Publisher will submit Author's Work for distribution to prevalent digital distribution outlets including Amazon, Apple iTunes, Barnes & Noble and Google Play. Upon acceptance by each digital distribution outlet, Publisher will upload Author's Work to each respective outlet for immediate offer for sale. Author acknowledges that Publisher has no control over acceptance of the Work's submission by each distribution outlet.

j. Print Distribution: Publisher will list the paperback edition of Author's Work for wholesale distribution via Publisher's Ingram Content Network account so that print editions of the Work may be available in national retail outlets and via Amazon's print distribution platform. All costs and expenses for returned Works shall be borne solely by Publisher.

k. Author web page: Publisher will create a custom web page for Author within the Page Publishing web site. This page shall contain Author's cover art, a synopsis of Author's book, and direct links to the purchase page of every digital platform which is offering Author's book for sale so that viewers may quickly and easily purchase the Work.

l. Publicity and Press Release Distribution: Publisher's Publicity Team will create a custom press release which, once approved by Author, will be sent to a targeted priority list of media including local, regional and national print, broadcast and online sources. Publisher shall deliver in excess of three-thousand (3000) of said press releases to the targeted media. These press releases will contain a link to Author's web page which is described above. Author hereby gives Publisher the authority to distribute, at Publisher's sole expense, as many free digital and hard-copy versions of the work as Publisher deems necessary in order for Publisher to promote the Work.

m. Copyright Registration: Publisher will take all necessary steps, including preparation and submission of all documents and forms required to register Author's copyrighted Work with the United States Library of Congress listing Author as the original creator and author of the Work. Author hereby grants to Publisher the authority to act as Author's representative/agent for the sole purpose of perfecting Author's copyright registration.

2. Publisher shall be compensated an administrative fee of .20 (twenty cents) per Work sold (excluding returns) for all sales. Publisher shall not be entitled to an administrative fee for any Works distributed free of charge by Publisher or Author for publicity, charitable or marketing purposes or for any Works purchased by Author under the Author Discount Program.

3. Royalty payments: Quarterly accounting reports will be provided to Author by Publisher, listing all sales that have transacted with each distribution outlet, and all net profit generated therefrom as per each respective outlet's most recent terms and conditions. Payment of all moneys owed to Author shall be remitted directly to Author by Publisher with said quarterly reports. In the event that quarterly payments owed to Author are less than \$100, payment shall be made with the next quarterly report provided that the accrued amount owed exceeds \$100.

4. In exchange for Publisher providing the above-written services, Author agrees to remit to Page Publishing, Inc. an initial sum of \$395 upon execution of this agreement, and nine (9) additional consecutive monthly installments of \$295 commencing one month after the execution of this agreement for a sum total investment of \$3,050.

A 33

5. Return of Author's Investment: Publisher shall not be entitled to any administrative fees as defined in section 2 above until such time that Author has received a sum total of book sale revenue equal to the amount invested by Author in section 4 above.

6. Pricing of the Work shall be determined by Publisher with material input from Author.

7. Publisher and Author mutually agree that both the original Work of Author and all materials prepared by Publisher in conjunction therewith (including but not limited to page designs, cover art, electronic files, publicity materials and the like) shall be the sole property of and forever remain the sole property of Author, and shall be transferred free of charge to Author by Publisher at any time upon Author's request.

8. Optional Author Promotional materials: Publisher will print and deliver to Author bookmarks, sell sheets and a poster that feature the book's cover image and information on how to purchase the title. If you would like to receive this package upon publication of the Work, please initial on the appropriate line(s) below:

 I wish to purchase an Author Promotional package wherein Publisher will create and send me 500 bookmarks, 1000 sell sheets and one 24"x36" poster. If you select this option, please remit the sum of \$395 in addition to the initial sum referenced in paragraph 4 above.

9. Optional live radio interview or video production: Publisher is able to procure talk-radio interviews and/or customized video productions for a select group of our authors. If you elect to participate in this specialized program, please initial on the appropriate line(s) below:

WOR 710 a.m. from midnight to 12:30 a.m.

☒ I wish to participate in an on-air radio interview which concentrates on my book and my background as an author. This three (3) minute interview will be pre-recorded and aired on a major talk-radio station in the New York City or similar major metropolitan area. An audio file of this interview will be available for download via the Author's Portal subsequent to the interview airing. ~~If you elect this option, please remit the sum of \$395 in addition to the initial sum referenced in paragraph 4 above.~~

 I wish to have a video trailer promoting my book produced on my behalf. This thirty (30) second video production shall include professional voice-over, high-resolution images of the book's cover design, a narrated summary of the book, and information as to the various outlets where the book is available for purchase. This video will be posted to YouTube and will be available via a link on the Author's Portal. If you elect this option, please remit the sum of \$395 in addition to the initial sum referenced in paragraph 4 above.

10. Personalized Author Portal opt-out: Please initial here if you do not wish to access all of your work flow (edits, page designs, cover designs, press releases) via your own personalized Author Portal and instead wish to have all materials printed and mailed to you via first class mail. If you elect this option, please remit the sum of \$100 for shipping and handling in addition to the initial sum referenced in paragraph 4 above.

A 34

11. Term of Agreement: This Agreement shall remain in effect for two (2) years, after which time Author may, upon execution of a Renewal Agreement at least sixty (60) days prior to the second anniversary of this Agreement, renew this Agreement for an additional two (2) year term at his/her option. During the term of this Agreement Publisher shall have the exclusive right to publish and disseminate for sale, both in digital and hard-copy format world-wide the Author's Work. Upon expiration of this Agreement, Publisher immediately relinquishes any and all rights to publish the Work and to any further administrative fees as defined in section 2 above, and all materials prepared by Publisher on behalf of Author (including but not limited to page designs, cover art, electronic files, publicity materials and the like) shall be immediately transferred to Author by Publisher at no cost to Author.

12. Royalties Derived from Derivative Works: Any derivative works of Author's original Work (screenplays, motion picture/TV scripts, etc.) shall be the sole and exclusive property of Author. Any royalties or monetary compensation resulting therefrom during the term of this Agreement shall be the sole property of Author with Publisher having no claim thereto.

13. Publisher makes no representations, projections or guarantees as to the projected sales volume of the Work.

14. Author hereby represents that he or she is the original and true author and owner of the Work, and has not previously assigned these rights to any other parties. Author hereby agrees to defend, hold-harmless and indemnify Publisher against any claims of infringement or libel which may be brought against Publisher regarding Author's Work.

15. Any dispute, controversy, or claim between Publisher and Author regarding this Agreement will be submitted to mandatory and binding arbitration under the terms of the rules of the American Arbitration Association as then in effect. All claims must be brought in the party's individual capacity and not as a class member in any purported class or representative proceeding. Arbitration proceedings shall be heard in New York County, New York by a single arbitrator serving at the mutual designation of the parties and each party shall be solely responsible for their own attorney's fees in connection with said arbitration. Any issue concerning the applicability, interpretation, or enforceability of these procedures, including any contention that all or parts of these procedures are invalid or unenforceable, will be governed by the Federal Arbitration Act. No discovery will be permitted in connection with the arbitration and all aspects of the arbitration will be confidential. Any arbitration award shall not include exemplary or punitive damages. The arbitration award will be final and binding on the parties and may be entered in any court having jurisdiction. Author shall have three (3) days from execution of this Agreement to cancel for any reason by providing written notice to Publisher of Author's desire to cancel.

A 35

Word/Page Count: 56151

No Editing Included

Print Version Size and Binding: 6.69 x 9.61 (229mm x 152mm)

Stock: Creme paper, 50lbs.

Format: Paperback, B/W Interior

Images: 5 Provided by Author

Drew Bradford

Drew Bradford

Author

Dated: June 12, 2017

Dustin Roberts

Dustin Roberts

President, Page Publishing, Inc.

Dated: 6/16/17

Appendix D

Letter Brief For Appellant

in which the arguments are made that there is no continuation of the Contract without the renewal; contract of which there is none and denying Petitioner his free speech, freedom of religion, due process and equal protection under the law.

James Blessing
Plaintiff/Appellant

v.

NickHoffman, Olivia Marr,
Page Publishing Inc.
Defendants

SUPERIOR COURT OF NEW JERSEY
SUPREME COURT

DOCKET #

DOCKET # IN APPELLATE COURT

A 416 - 20

CIVIL ACTION ON APPEAL FROM
SUPERIOR COURT, LAW DIVISION
UNION COUNTY

Honorable Judge Karen Cassidy
sat. below

LETTER BRIEF

FOR

APPELLANT JAMES BLESSING

JAMES BLESSING

APPELLANT

103 GALES DR., # 1

NEW PROVIDENCE, N.J. 07974

(908) 635-6155

Question # 1

If the Appellate Court Decision is allowed to stand, then Appellant, a citizen of New Jersey and of the United States of America, is forever denied any and all Discovery in this litigation. (A = Appellate Division Appendix)

For example, How many books are sold? And? The following:

Is there verification of the number of books sold?

The failure of defendants to produce their claimed voice mails which do not exist, in which defendants falsely claim, "Your continued harassment of our staff in an extremely unprofessional manner. A complete documentation of your behavior has been saved for our records, including call records and voicemails." No such voice-mails exist and Discovery is needed to demonstrate this key falsehood. (A 56, Paragraph 1)

For, in actuality, it is the religious discrimination of Nick Hoffman, detailed in (A 16, Paragraph # 87, through A 21, Paragraph #110) which caused him to terminate the book off of sites, as well as the likelihood of Nick Hoffman stealing book sales which needs to be discovered. (A 8, Para #47 - A 16, Para #86)

The testimony of defendant Olivia Marr that she and Appellant made a new and separate Agreement with 7 different items, and agreed not to go to mandatory arbitration.

(A 42 - A 44) (A 5, Paragrpah #11 to A 8, Paragrpah # #45)

If the Supreme Court affirms the Appellate Court, then there is absolutely no Discovery in this entire case, as described on the previous page herein.

It is the 400 year history of the State of New Jersey to grant its citizens Discovery to ascertain the Truth and to create, therefore, Justice. Please Grant Discovery and Jury trial in this instance.

Please continue in this most Honorable and Just tradition and Judicial Accomplishments, which need Discovery.

Another key issue, which needs Discvoery is the following:

Defendants clearly broke the original publishing Agreement, terminating the book of the original contract, falsifying claimed "harassment" with "saved voicemails." The original contract demands "any dispute, controversy, or claim between Publisher and Author regarding this Agreement will be submitted to manadatory and binding arbitration." (A 35, Paragrpah 315, Lines 1 - 2). Discovery will show defendant, Nick Hoffman, falsifies, and there is no "saved harassment voicemails." Therefore, defendant Nick Hoffman falsified and also broke the original publishing agreement with a false excuse. (A 56, Paragrpah 1) to terminate the Appellant's book. (A 56, Paragrpahs 1 & 2, Para. 3, Line 1)

Question #2

The Supreme Court of New Jersey in its decision in Skuse v. Pfizer stated that it was someday going to return to the issue of Adhesion Contracts Industry wide requiring Arbitration.

This is the opportunity to do so.

The Publishing Original Contract was never renewed.

(A 1 - A 2)

There was no renewal Contract which is required for an extension. (A 1 - A 2)

The Appellate Court Assumed that there was an imaginary extension of the original Contract.

(Page 4, Paragraph 2 of June 10, 2021, Appellate Order)

The Appellate Court totally omitted the sentence in the Original contract which clearly states: "Upon expiration of this Agreement, (June 12, 2019) Publisher immediately relinquishes any and all rights to publish the Work."

(A 35, Paragraph #11, Lines 6 - 7)

Thus, there can be no assumption of a continuation of the original Contract. (A 35, Paragraph #11, Lines 6 - 7)

Moreover, a renewal contract is required for that, "Upon execution of a Renewal Agreement . . . renew this Agreement for an additional two (2) years.

(A 35, Paragraph #11, Lines 1 - 4)

There was no renewal Agreement. (A 1 - A 2)
(A 5, Paragrph # 12)

And the original publishing agreement terminated "any and all rights to publish the Work."

(A 35, Paragrph #11, Lines 6 - 7)

Furthermore, there was no warning in this adhesion contract that Appellant was giving up his right to trial by Jury. The original Contract terminated June 12, 2019.

(A 32, Top Line) (A 35, Top Line)

The vocal agreement made 2 months after the termination of the original agreement stated that there was no Arbitration requirement. (A 5, Paragrph # 12) (A 5, Paragraph # 13)
The Appellate Court totally omitted this also.

Defendant Olivia Marr has never denied this.

Moreover, Appellant is denied his right of trial by Jury, Discovery, and Punitive damages by Appellate Court's Assumption that the original publishing contract continued with no proof of such continuation.

(A 35, Paragrapraph #15, Lines 10 - 12)

Plus, it clearly was not a continuation of the original publishing agreement, since there are 7 key major differences:

(A 42 - A 44)

(A 5, Paragrph #11 to A 8, Paragrph # 45)

Why have written contracts if a party can merely assume a continuation contract which violates key parts of the original publishing agreement.

The Appellate Court also assumed a \$48 renewal fee check which was never produced. (Line 6 of the /

(Page 4, Paragraph 2 of June 10, 2021, Appellate Order)

Respondent Olivia marr made a new and different vocal agreement with Appellant. (A 5, Paragrpah # 11 - 13)

(A 5, Paragrpah # 14 - A 8, #45) (A 42 - A 44)

This agreement in the Granted Amended Complaint should stand (A 5, Para 13 to A 7, Para #43). Please send this Agreement to Union County Superior Court for Jury-trial w. Discovery.

An Assumed Adhesion contract industry wide denying Appellant discovery, jury trial, and punitive damages needs to fail. (A 35, Paragrpah #15, Lines 10 - 12)

This is especially true in this instance, when the Assumed Adhesion contract violates and conflicts with the original publishing contract, which requires a renewal contract which never occurred (A 1 - A 2) (A 5, Paragrpah # 12) (A 35, Paragrpah # 11, Lines 1 - 4) and Lines 6 - 7) and which clearly stated a termination of "any and all rights to publish the Work," without such renewal contract.

Appellate Court omitted Appellant was initially misled by Nick Hoffman falsehood that there was a renewal agreement. (Reply Brief, A 3, Paragrpah 3, Lines 2 - 4)

The Appellate Court provided inaccurate reasons for the Appellate Court assumption that there was a "Meeting of the minds" . . . "the parties conduct indicated the agreement was in fact renewed." (page 4, Paragraph 2, Lines 1 - 3 of June 10, 2021 Appellate Order / Decision)

The Appellate Court Assumed a \$48 renewal fee check which was never produced. (Page 4, Paragraph 2, Line 6, of June 10, 2021 Appellate Court Order / decision)

The Appellate Court Omitted that the Appellant was initially mislead by Nick Hoffman's falsehood on national radio that there was a renewal contract.

(Reply Brief, A 3, Paragraph 3, Lines 2 - 4)

There is absolutely no proof of a "meeting of the minds" "indicating the agreement was in fact renewed," as the above clearly shows.

There is plenty of written typed contractual proofs show that the contract was not renewed. (A 1 - A 2)
(A 5, Paragraph # 12) (A 35, Paragraph #11, Lines 1 - 4)
(A 35, Paragraph # 11, Lines 6 - 7)
(A 42 - A 44)
(A 5, Paragraph #13 to A 8, Paragraph # 45)

The Appellate Court made some errors as per the above.

The original publishing Agreement is an adhesion contract industry wide demanding arbitration with no warning to Appellant of loss of his right to Jury trial, and LAD damages, nor his right to litigate for religious discrimination, as clearly stated in the Granted Amended Complaint. (A 16, Paragraph # 87 to A 21, Paragraph # 110) (A 24)

The Assumed adhesion agreement is Respondent and the Appellate Court assuming a continuation of the Original publishing agreement (Please see Page 5A of this Letter brief) when, in fact, in two sections the original publishing agreement disallows this continuation. (A 1 - A 2)

(A 35, Paragraph #11, Lines 1 - 4)

(A 35, Paragraph #11, Lines 6 - 7)

And, the vocal agreement between Olivia Marr and Appellant does not have mandatory arbitration. We did not agree to mandatory arbitration. (A 5, Paragraph # 13)

And there are 7 key differences between the original Agreement and the vocal contract between Olivia Marr and Appellant which are undisputed by Olivia Marr (A 42 - A 44) (A 5, Paragraph #11 to A 8, Paragraph #45)

The assumed adhesion contract should fail and the separate new (New by the twice demands of the original publishing agreement A 35, Para. #11, Lines 1 - 4 & 6 - 7) Agreement should prevail. (A 5, Paragraphs # 11 and #12)

And, be returned to Union County, New Jersey for

Jury trial on all issues of Discovery, fact, punitive damages, and religious discrimination. Adhesion Contract Certification is Page 2 of 6/15/21 Motion for Reconsideration, Bottom 2 Para "Book Publishing companies I encountered all demanded arbitration"
In summation:

The original publishing agreement was an adhesion contract, which never warned Appellant of his loss of Jury trial (A 35, Paragraph # 15, Lines 1 - 12)
nor of his loss of a claim of religious discrimination LAD (A 35, Paragraph # 15, Lines 1 - 13)
and should be voided.

Respondents / defendants assume the original contract continues as the vocal contract made between Olivia Marr & Appellant to require mandatory arbitration.

However, the vocal contract between Olivia Marr and Appellant does not require mandatory arbitration.
(A 5, Paragraphs # 12 and # 13)

And, the original publishing contract precludes "any and all" such continuation. (A 35. Para. #11, Lines 6 - 7)

The original contract demands a renewal contract for any and all continuation of the original contract.
(A 35, Paragraph # 11, Lines 1 - 4)

There is no renewal contract. Therefore, according to the original contract, there is no continuation of the original contract. (A 1 - A 2) (A 5, Paragraph # 12)
(A 42 - A 44)

We must follow the written original contract and not assume a continuation of contracts by imagination, especially when defendant / respondent Olivia Marr agreed to our vocal agreement and does not dispute any of the foregoing, including the fact that there is no mandatory arbitration in the new vocal agreement between Olivia Marr and the Appellant. (A 5, Paragraph # 12 and # 13) Please send this contract between Olivia Marr and Appellant to Jury trial.

The Appellate Court disregarded totally these demands and restrictions within the original Contract, that the "Publisher relinquishes any and all rights to publish the Work," (A 35, Paragraph # 11, Lines, 1 - 4 and 6 - 7) without "a Renewal Agreement," (A 35, Para. #11, Lines 1)- 4) which there is none. (A 1 - A 2) (A 5, Paragraph # 12) (A 42 - A 44)

The original Agreement prevents any and all continuation of the original Agreement (A 35, Paragraph #11, Lines 6 - 7) which the Respondent and the Appellate Court break these requirements of the Original Agreement. June 10, 2021, Order / Decision, Page 8, Paragraph 2)

(1) This Supreme Court Appeal is of public interest, since many citizens would like to be free of adhesion contracts, which force a citizen away from a Jury trial without any such warning in the contract; and (2) This Supreme Court Appeal is of general public importance because many citizens feel that a contract should end when it states it terminates. Many citizens would want clarification regarding this issue.

Question #3

Without any due process nor requested hearing, should a citizen of New Jersey and the United States of America, have his property, the knowledge and communications of his Appellate case manager be totally taken from him for only phoning "criminal allegations" and a gentle Prayer to let God decide the issue?

This is an issue of general public importance, since the public needs to know that without any warning all communications with his or her case manager can be permanently removed with no due process and with no proof of any wrongdoing.

This impacted severely on this case, since Appellant had to spend 50 hours and copy and travel to post office and copy store costs to attempt to vindicate himself, delaying and distracting Appellant and causing procedural errors.

It was never shown nor proved that the Appellant did do even 1 not relevant phone call.

Moreover, this ban was clearly biased with the Chief of Security having worked with lawyer Tim Beck who has harassed Appellant for 17 years. It is undisputed that Tim Beck and Robin Morante worked together. (A, from this point on, = Exhibits subsequent to Appellant Brief and reply Brief.) (Please see A 1 to A 28 of Motion respectfully requests to restore phone communications with his case manager, 6/21/21)

and with the Chief of Security mailing to innocent Appellant a personal intimidating envelope. (A 20)

Moreover, this ban was also clearly bias and excessive punishment because the only issue was phone calls to a clerk in the Emergent Appeal department; yet the false ban / punishment included bans on all telephone communications, nearly all fax communications, nearly all writing communications and all email communications. (A 22)

The emergent Appellate clerk, Jenna kenneth, hung up the telephone on Appellant when he politely inquired, "Is she upset with the Appellant because he wrote a book (the book in this Appeal and at issue) criticising preachers, religions, and attornies.

She then refused to talk with Appellant for 3 1/2 months. So the Appellant left only one voice mail prayer, "He would do nothing. Let me please repeat. He will do nothing. I will only Pray to Heavenly Father, Jessu Christ, and the Holy Spirit to decide this issue. I wish you well. Have a Nice day. Take care and God Bless."

It was a few Appellate Court administrators who did improper actions. Supervisor Sue Tobin telephoned Appellant and yelled at him. "She will punish me for Jenna Kenneth!!!"

Robin Morante then banned Appellant from his case manager from all emails, most faxes, most writing, and all phone calls for 41 days for merely saying a gentle prayer. (A 22)

Robin Morante, then used a former letter from Judge karen Cassidy admitting Appellant made "criminal allegations" to continue the false ban and to make the ban permanenet. (A 1) only Exhibit is from Motion dated 7/25/21, with "medical notes."

Thus, Appellant reports possible crimes of perjury with proofs. ^{7/25/21} (A 1) (A 18) (A 23) (A 24). Appellant was not allowed to speak with case manager to explain the medical delay.

There is no investigation because Appellant is nearly cut off from all communications. (A 22) Crimes are likely committed with no investigation. (A 22) (A 1) dated 7/25/21)

Appellant is always a gentleman. Tim beck has been orchestrating harassment against Appellant for 18 years. (A 5) (A 6) (A 7) (A 8) (A 9) - (A 12) (A 17) (A 18) (A 19)

Including 5 false criminal charges. All Dismissed. (A 13) (A 14) (A 15) This is undisputed by respondent.

Including a false ban with the Honorable Judge Harriet Derman, which she vacated once she realized the duplicity and the falseness of Tim Beck. Vacated May 9, 2003 with Tim Beck representing Cummings in Bradford v Cummings L 1903-01

There is absolutely no complaint from my case manager preceding the false ban. Since the false ban, I have been compelled to leave to the case manager Eva Shum numerous voice mails explaining the various documents being mailed to attempt

to clear Appellant. In this letter brief, all exhibits referred to, are provided to the Honorable Supreme Court.

Please also see that Judge Karen Cassidy implicitly admitted that Psychiatrist Dr. William Richardson testified under oath directly to her that she is "hostile, bias, and prejudice towards Appellant / plaintiff." (T = Transcript) (T: 14, 24 to 16, 4)

When her law clerk Carla is caught in a mistake, Judge Cassidy orders me never to talk with her again, falsely claiming enormous amounts of time on phone calls. (T: 14, 11-12)

Judge Cassidy bans me for no reason. Carla and I had ^{brief} only 1/phone call; yet Judge Cassidy falsifies. (T: 14, 8 - 12)

Judge Cassidy admits Appellant communicated criminal allegations; yet she never bans Appellant. She had already limited Appellant to the Ombudsperson. (A 21) (A 1, dated 7/25/21) (A 21 is from 6/21/21 Motion to restore phone cn)

Judge Cassidy mischaracterized the case-relevant phone calls for Appellant as "personally attacking court staff." (7/25/21 dated, A 1, Paragraph 1, Line 1) (Mt = Motion)

Appellant was only reporting "criminal allegations," and requesting a hearing into perjury with evidences. (6/17/21 Motion for Reconsideration; A 23, 6/21/21 Mt, Line 10)

Appellant offered his phone bill in camera to show with 2 Appeals and 1 emergent appeal, he made 1 1/2 phone calls per week to the Appellate Court. This is undisputed.

Appellant's papers were rejected for errors in rules and policies, (A-25) (A-26) (A-27). This was caused by not having a case manager due to the false ban. (Exhs = Clerk Orders)

This issue may be a Constitutional issue.

Appellant made court relevant phone calls to say a polite prayer as he is a preacher and this is what we do; turn Justice over to God in kindness. Appellant spent 17 years penning the spiritual book in this Appeal.

Appellant exposed corruption in the Union County Court as the Bible directs (Ephesians 5:11) "Have nothing to do with the deeds of corruption but rather expose them."

These could be issues of Free Speech and freedom of religion as Granted in the New Jersey and the United States Constitutions. I said a gentle Prayer and was banned 41 days.

Please also see the proofs perjury within Motion for Reconsideration date 6/17/21. (Page 3 of Certification of that Motion and Certification Exhibit A 3 of that Motion 6/17/21. Contrary to the under oath falsehoods of Amanda Costagliola, plaintiff was in a state of emergency with no vehicle nor disability food. (A 3) (Exhibit T 2) of that same motion shows she lied re. my telephone being busy before the hearing. Both witness and document telephone bill demonstrate the falsehoods of the law clerk under oath. Judge Dan Lindemann's Order is within that Motion to verify Amanda Costagliola being placed under oath for these falsehoods. (6/17/21, dated Motion for Reconsideration)

Appellant did supply medical documents for additional time.

Due to the false aforementioned communication ban, needed medical time was not considered.

This is yet another reason to please restore the excellent case managers to the Appellant. There are some other Appeals, in progress and there never was a scintilla of an issue with a case manager. These medical documents for more time are in the 7/25/21 Motion Request Filing of Judge Cassidy letter.

Please read the Motion dated 6/17/21 with its Attachments.

This clearly shows evidences of perjury with the proofs.

This is all the gentle Appellant was doing, reporting a possibility of crimes and gently asking for a hearing into this possible perjury. I provide \$ 1 to Supreme Court additional medical document re. filing of Mt 7/25/21 after Appellate 7/29/21 Order

On August 7, 2020, Judge cassidy falsifies, "an enormous amount of time on phone calls." (T: 14, 10 - 12). There was only one brief phone call with Carla her clerk. This seems to be a pattern of falseness from Judge cassidy. Whenever a pro se reports corruption, to accuse him or her of numerous phone calls. (T: 13, 23 to 14, 3) (T: 14, 8 - 12)

7/25/21 (A 1, Paragraph 1, Lines 4 - 5)

7/25/21 (A 1, Paragrph 1, Lines 1 - 2)

Please observe that Appellant reported the perjury politely 6/21/21 (A 23, Lines 9 - 11)

Appellant reported "According to Judge Dan Lindemann's

Orders, perjury politely.

6/21/21 (A 23, Lines 9 - 11)

Judge Cassidy mischaracterized this as "personally attacked court staff."

7/25/21 (A 1, Paragraph 1, Line 5)

She never provides one specific as to any wrongdoing.

It is not constitutional free speech and freedom of religion to communicate possible perjury and then to be falsely banned from telephone communications throughout the entire Appellate division.

Please also observe that Tim Beck and Robin Morante mailed to me intimidating thick black large letter correspondences. (6/21/21 Mt to Restore Communications)

(6/21/21) (A 19) (A 20)

Please also witness that Tim Beck and powerful Senator Kip Batemen, Governor Don DiFrancesco and the Bedminster police department and Bedminster paid to Appellant \$9, 975 for corruption. This present false ban and 5 false criminal charges are retaliation.

(6/21/21) (A 16) (Mt to Restore Communications)

In the previous decade of some Appeals and presently, all the case managers found my communications to be favorable. My phone calls were so excellent that an Appellate Division Supervisor telephoned my home to learn more about God for approximately 1 hour. There is no need, to reveal

his identity; nor the Appellate Case manager who purchased the book at the heart of this case; nor the Appellate case manager] who told me that her Irish son is her whole life and that she loved the concepts in this book, giving people true Hope of a Good, logical and loving God. Not the dicotomy of religion, which preaches that God is all unconditional loving and at the same time God tortures with everlasting hell fire torture.

Neither of these phrases are true.

God demands unselfish Love, what the Greeks called Agape love, to do Good, to cease harm which is sin, to be altruistic, and to make attempts to correct any harm committed. If this is you or me, then we pass the test of entry into Heaven on Judgment Day.

I devoted 17 years in penning the Hope of Everlasting life germane to the book in this case. I could never harm anyone via phone or any other way. (A 14, of 6/21/21 Motion)

Dr. William Richardson, the # 1 psychiatrist in the Tri State area, according to Morristown Radio, certifies, "He remains a kind, honest, and sincere individual. He is an idealist and does not have a mean bone in his body. I have never known him to abuse anyone. Instead, others have taken advantage of his trusting nature." (Referring to Appellant) (A 14, Certification, Paragraph #3) of 6/21/21 Motion)

Dr. William Richardson is a multi millionaire. He never took any money from me except for medical visits. He wrote

his true medical diagnosis, (A 14) (6/21/21 Motion)

Germaine to God, relevant to Dr. Richardson, and true to this Honorable Court, Yes, I reported potential perjury with evidences, which God says to do. (Ephesians 5:11) This is my religious duty, which I have been spiritually doing for years. (6/21/21 Motion, A 2, Lines 2 - 7)

This is the reporting of child abuse with Bedminster police deriliction of duty regarding the child abuse.

6/21/21 Motion, A 2, Lines 2 - 7)

This child abuse and deriliction of some police in their duty. is what attempted retaliation against Appellant for years by Tim beck, resulting in paying me \$9.974.

6/21/21 Motion, A 16

So I report potential perjury, which Tim beck could have influenced. (6/21/21 Motion, A 18) as he influenced a law clerk previously against Appellant. (6/21/21 Motion, A 18)

And, there were objective evidences establishing perjury. (Please read Motion dated 6/17/21 for the details and for the witnesses and telephone bill. I have never met Rod Greer. He certifies to the truth which establishes the falsehoods of the law clerk under oath. (Motion 6/17/21) (with Attachments, and Certification.

I reported the perjury properly with no malice. (A 23) of 6/21/21 Motion)

Please observe what Tim Beck did on a check he mailed to me. (A 19, 6/21/21 Motion)

Please know that Tim Beck set me up with 5 false criminal charges all Dismissed (A 13, 6/21/21 Motion is one of them) I can supply to the Supreme Court the other 3) Actually, Judge Achaul dismissed 2 criminal charges which Tim Beck set up.

Knowing all the aforementioned, Judge James Hoebisch Dismissed 2 criminal charges against me in 1 second in Court.

Tim Beck paid me \$9,975 for setting up 2 fake criminal charges. (A 16 of 6/21/21 Motion)

Tim Beck set up a law division law clerk to be hostile against Appellant previously. (A 18, 6/21/21 Motion)

Tim Beck is obsessed with Appellant. (A 17, 6/21/21 Motion)

It is undisputed that Tim Beck or his law firm worked with Robin Morante, who most improperly wrote to Appellant an intimidating personal envelope. (A 20, 6/21/21 Motion)

Robin Morante has done no investigation into the reported perjury (A 1 of 7/25/21 Motion, Paragraph 1, Line 5)

Robin Morante has permanently banned Appellant for reporting a crime and for saying a gentle prayer, in response to Jenna Kenneth hanging up the phone to a question re. this Jesus book and to not talking to me for 3 1/2 months.

On April 29, 2021 I wrote to Robin Morante that I would comply with all her directives. Yet, she continues a permanent ban re. emails, faxes, and writing for a phone call and for reporting a crime which she is possibly covering up.

There is objective evidences of Amanda Costagliola committing perjury. Please read 6/17/21 Motion for Reconsideration plus objective exhibits of certification from a neutral car dealership owner and Appellant phone bill record and the Court order Nov. 4, 2020 of Judge Lindemann as detailed herein. (Page 1, Lines 1 - 13 of Judge Lindemann's Nov. 4, 2020 Court Order)

Perjury from a law clerk which significantly affects the course of pertrial pleadings, In this instance, the Judge met exparte with the defendant lawyer, (First page of Judge Lindemann's Nov. 4, 2020 Order, Line 13, located at the final three pages at the back of the 6/17/21 Motion for Reconsideration) (and ruled entirely against plaintiff, while denying plaintiff any and all opportunity for oral argument, (Judge Lindemann's Nov. 4, 2020 Order, First Page, Line 13 and continuing through the rest of the Order final 2 pages)

Such perjury, and who directed it, needs to be investigated in the interest of Justice.

Thus, Appellant suggests the following course of Action:

1. The Supreme Court refer this perjury matter to the New Jersey Attorney General for criminal investigation.
2. The Supreme Court allow Appellant to converse with his case managers in the Appellate Court.
3. The Supreme Court institute a due process hearing, regarding this ban against Appellant without any due process.

Appellant James Blessing Certifies that the foregoing statements made by me are true to the best of my knowledge I am aware that if any of the foregoing statements made by me are willfully false that i am subject so to punishment.

Dated: Ausust 17, 2021

James Blessing
James Blessing

Appendix E

Emergency Motion for Reconsideration for Appellant James Blessing
in which the arguments are made with Attached Evidences for Free
Speech, Freedom of Religion, Due Process, and Equal Protection
under the Law.

James Blessing
Plaintiff / Appellant
v.
Nick Hoffman, Olivia Marr,
Page Publishing, Inc.
Defendants / Respondents

SUPREME Court
Docket # 86130
docket in Appellate Court
A 416-20
Civil Action on Appeal from
Superior Court, Law Division
Union County
Judge karen Cassidy sat
below

(I Hope this is a Supreme Court)

EMERGENCY

MOTION

FOR RECONSIDERATION

BASED UPON NEWLY DISCOVERED RECORDINGS WHICH ABSOLUTELY PROVE
LAUREN MIGNONE, SUPERVISOR, LIED 2 TIMES AND ALSO SET UP JAMES
BLESSING WITH FAKE CRIMINAL THREATS AND FAKE CRIMINAL INVESTI-
GATION, AND, ROBIN MORANTE, SECURITY LIED ONCE TIME AND ALSO
SET UP JAMES BLESSING WITH FAKE CRIMINAL THREATS AND A FAKE
CRIMINAL INVESTIGATION, THIS IS VERIFIED BY RECORDINGS.
THUS, JAMES BLESSING CASE MANAGER, LAUREN MIGNONE, WAS HARMING
JAMES BLESSING, INSTEAD OF PROCEDURALLY ADVISING HIM. SHE ALSO
BIAS HIM THROUGHOUT THE SUPREME COURT, CAUSING A RUSH TO JUDGE-
MENT. APPELLANT REQUESTS A REINSTATEMENT OF HIS APPEAL BEFORE
THE ENTIRE SUPREME COURT BODY. God and Court Rule 1: 1-2.

Tele: 908-635-6155

James Blessing
103 Gales Dr., #1
New providence, N.J. 07974

CERTIFICATION

I, James Blessing Certify as follows:

1. A few politicians and a few in the judiciary are doing corruptions, which can only be ceased and corrected by the Supreme Court. Appellant makes this significant request.
2. Carole Boyd, suspended lawyer, of whom Appellant was a witness and complaintant for the Supreme Court, and Tim Beck, lawyer, of whom Appellatn prevailed for his corruption (A 2) have threatened Appellant and are slandering innocent Appellant. Please see the hostility of Mr. beck as he eradicates a bank check with hatred and vengeance (A 3)
3. Politely requesting a hearing into possible perjury is not "attacking court staff." Judge Karen Cassidy admits Appellant reported "criminal behavior." (A 1)
I am permanently banned by security officer Robin Morante for reporting this same "criminal behavior" from ALL emails, faxes, phone calls, and most writing. Robin Morante went from private to Chief of the entire New Jersey Courts in 1 second and is doing payback ~~germaine~~ to Appellant.
4. Judge Rabner's quick Order of 2/11/22 was done to protect Supervisor Lauren Mignone, who provably is lying to him, as is evidenced by Tape recordings.

This lie and false condemnation, done with no due process nor any hearing, is perpetrated by Supervisor in the Supreme Court, Lauren Mignone, and Security unqualified security Chief Robin Morante, who is connected to the political Governor and senator, whom i prevailed against. (A 1) (A 2) (A 3)

I request this time a full body decision from the entire Supreme Court. I am requesting a hearing and due process to have my rights restored to communicate in the Appellate Division and in the Supreme Court as a true gentleman, who is being persecuted. I request under oath discussion.

Lauren Mignone, tried setting me up with a false criminal charge. Please witness and observe the evidences. She talked with me at her direction ^{58 minutes. 27 minutes} for very long phone calls. praying with me and discussing the teachings of Jesus, granting exhibits which were not filed in the Appellate Court or in the lower Court. Then out of nowhere, she refused all communications, went to Robin Morante, who permanently banned me for ONLY "Interactions." (A 4) (A 5) (A 6)

Thus, akin to Nozi germany. For mere "interactions" as a true gentleman. (The assistant security officer guaranteed me he is preserving all the voice mail, which is perfectly from a gentle man Appellant.) This citizen of the Untied States of America is permanently banned with Robin Morante Security officer, . . . refusing any and all hearing & Judge Rabner quickly dismissing Question #3 to ^{perhaps} ^{possibly} hide these/corrupt occurrences on 2/11/22. (A 7) I request a full body of Supreme Court Judges. I am not accusing Honorable Judge Rabner.

This is also akin to the lovely movie with Jimmy Stewart
"Mr. Smith Goes to Washington."

I need a hearing and due process as the Senate gave to
Jimmy Stewart. Truth can not be revealed with Justice rabner
closing off requested hearings and doing a rush dismissal.

I request a full body hearing. (Please see A 1, A2. A3)
Political false are behind this. They gave to Robin
Morante her job for which she jumped from private to Chief
of the entire security in 1 second. she is doing payback
to them to ban me for ONLY "interactions." (A 7)

I need and request a hearing and due process. I am
innocent and Robin Morante and Lauren Mignone are guilty.
They banned me for ONLY "interactions." (A 7)

Please let us proceed to the Truth.

Unless Robin Morante or Sue Tobin have altered them,
there are documents and recordings to verily the facts.
Their recordings show I only interacted as a gentleman.

Lauren Mignone says I could submit 1 copy and 2 copies to
adversary, which I do certify to mailing as of:

Supreme court Clerk, P.O.: Box 970, trenton, NJ 08625
Scott Seelagy, 95 Spring Brook Rd, Morristown, NJ 07960

All my "Interractions" were and are pure in the Supreme
Court. A citizen should not be banned for pure "interractions."
To all the excellent Supreme Court Judges and Administrators not
involved in this persecution, I call you Saints of God.

5. The original publishing contract between Appellant and Respondent nullifies "any and all" continuation of the original Agreement (A 35, Parag. #11, Lines 6 - 7), which is the Respondent whole argument. And, there is no renewal agreement. ^{This} (A 1 and A 2, already submitted to the Appellate Court) The original agreement demands a renewal agreement for any and all continuation of the original agreement. (A 35, Para. # 11, Lines 1 - 4) Please examine these facts. Then, please grant Certification.

6. Based upon newly discovered recordings, which absolutely show prove Lauren Mignone, Supervisor, lied 2 times and also set up James Blessing with fake criminal charges threats and a fake criminal double investigation, and, Robin Morante lied once and also lied agains to set up James Blessing with fake criminal investigation, AND A FALSE BAN, please, restore this Appeal, in the interest of Justice. And, proceed as in time.

6 A. An under oath hearing for Lauren Mignone, Robin Morante, and James Blessing, is suggested.

6 B. These lies libeled and slandered Appellant and took away his case manager during the Supreme Court Appeal.

7. I, James Blessing, Certify that the foregoing is true to the best of my knowledge.

Dated: 2/25/22

James Blessing
James Blessing

Supplemental

Notice of Motion to Proceed as Within Time.

Appellant Motions to the Honorable Supreme Court to Proceed
As within Tim as explained in ((A 8)) Neurologist document,
detailing why Appellant is delayed by 2 severe concussions.
and newly discovered relevant recording.

I also Attach the Order being reconsidered.

I certify under penalty of law that the foregoing
ststements made by Appellant James Blessing are true to
the best of my knowledge and that I priority mail 9 copies
of this Emergent Motion for Reconisderation to the Supreme
Court, P.O. Box 970, Trenton, N.J. 08625 and 2 copies to
Scott Seelagy, 95 Spring Brook Rd., Morristown, N.J. 07960
with \$50 check for Motion to the Supreme Court, made out to
Treasurer State of New jersey, on March 15, 2022.

James Blessing

James Blessing

Dated: March 15, 2022

I Hope we all realize the extent of this corruption.

An innocent citizen reports, as he should, 2 children
being harmed. Tim Beck of Don Difrancesco sets Appellant
with 5 false criminal charges. All dismissed. The last 2
being dismissed in 1 second by Judge James Hoebisch. Now,
we have Lauren Mignonre and robin Morante provably lying,
to attempt and threaten more fake criminal charges under
political cover. I suggest James Blessing, Robin Morante
and Lauren Mignone be under oath before the Supreme Court
and then we hear the true recordings.

SUPERIOR COURT OF NEW JERSEY

CHAMBERS OF
KAREN M. CASSIDY
ASSIGNMENT JUDGE



COURTHOUSE
ELIZABETH, NEW JERSEY 07207
(908) 787-1650 x21505

January 7, 2021 .

James Blessing a/k/a Andrew Bradford
103 Gales Drive, Apartment 1
New Providence, NJ 07974

Dear Mr. Blessing,

It has been brought to my attention that your telephone calls and messages directed to various court offices within the Union Vicinage have become numerous and lengthy, to the point of being onerous to court staff. I have also been informed that some of your communications with the court have been inappropriate, in that you have personally attacked court staff and made various assertions, including allegations of criminal behavior.

As such, and in furtherance of my letter dated September 4, 2020, moving forward Ombudsman Kimberly Cicala will serve as your sole point of contact for telephone communications with the vicinage. Ms. Cicala's telephone number is 908-787-1650, extension 21028. Ms. Cicala will respond to you within one business day. The United States Postal Service should be used for your court filings and submissions. If there is a matter you believe to be emergent, please contact Ms. Cicala and she will provide direction.

Also, note that to the extent that you make a specific request of the court, Ms. Cicala will assist you. Continued inappropriate behavior, however, will not be permitted. While the court is committed to ensuring access to all, the expectation is that court users conduct themselves appropriately, demonstrating courtesy and consideration in their interactions with court staff.

Please be guided accordingly, and thank you for your attention to the above.

Very truly yours,

/s/ Karen M. Cassidy

Karen M. Cassidy, A.J.S.C.

A1

RELEASE

This Release, dated 12/24 2005, is given

BY the Releasor(s) **DREW BRADFORD**

referred to as "I", or "the Plaintiff", or "Releasor"

TO **THOMAS FINNERTY, CRAIG MEYER, JUDY FEIBUSCH, JUDY SULLIVAN and JOE HAGGERTY**; as well as any agents, servants and/or employees of the Defendant, **LAW FIRM OF DI FRANCESCO, BATEMAN, COLEY, YOSPIN, KUNZMAN, DAVIS & LEHRER, P.C., TIM BECK, STEPHEN O. DAVIS**; as well as any agents, servants and/or employees of the **TOWNSHIP OF BEDMINSTER**, the **BEDMINSTER POLICE DEPARTMENT**, including agents, servants and/or employees who were not named in these actions, but which the Plaintiff may later discover could have been made parties to same

referred to as "You", or "Releasee".

If more than one person signs this Release, "I" shall mean each person who signs this Release.

1. **Release.** I release and give up any and all claims and rights which I may have against you. This releases all claims, including those of which I am not aware and those not mentioned in this Release. This Release applies to claims resulting from anything which has happened up to now. I specifically release the following claims:

2. **Payment.** *with the* I have been paid a total of \$9,975.00 in full payment for making this Release. I agree that I will not seek anything further including any other payment from you. This means that I will bear my own costs and attorney's fees which may have been incurred in connection with this matter and any other matters which are also the subject of this Release.

3. **Who is Bound.** I am bound by this Release. Anyone who succeeds to my rights and responsibilities, such as my heirs or the executor of my estate, is also bound. This Release is made for your benefit and all who succeed to your rights and responsibilities, such as heirs or the executor of your estate.

4. **Severability.** The parties agree that if any Court declares any portion of this Agreement unenforceable, the remaining portion shall be fully enforceable.

5. **Signatures.** I understand and agree to the terms of this Release. If this Release is made by a corporation its proper corporate officers sign and its corporate seal is affixed.

Witnessed or Attested by:

[Signature]

Drew Bradford (Seal)
DREW BRADFORD

STATE OF NEW JERSEY, COUNTY OF Union

SS:

I CERTIFY that on December 24, 2005, Drew Bradford personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

- (a) is named in and personally signed this document; and
- (b) signed, sealed and delivered this document as his or her act or deed.

[Signature]

Prepared by:

KLAUDIA RYCHLICKI
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 12/02/2007

Exh A

A 2

VOID - 2/1/70
DATE 2/1/70
750/312
Beck
D
DOLAN
A
NO
LITON

EXA B

A 3



Wireless Home Phone T2000

A 4

[illegible]

A 4

COLR7001 1154 5007 125 38 20220203 PG 19 OF 60
00000369 42025532.1 0-0

Wireless Home Phone T2000

Talk activity (cont.)

A5

Date	Time	Number	Origination	Destination	Min.	Airtime Charges	LD/Other Charges	Total
Dec 9						---	---	---
Dec 9						---	---	---
Dec 9						---	---	---
Dec 9						---	---	---
Dec 9						---	---	---
Dec 9						---	---	---
Dec 9						---	---	---
Dec 9						---	---	---
Dec 9						---	---	---
Dec 9						---	---	---
Dec 9	10:47 AM	609.815.2955	New Provid, NJ	Trenton, NJ	27	---	---	---

[illegible]

A5

William T. Richardson, MD
Board Certified Psychiatrist
33 Overlook Road, Suite 210
Summit, New Jersey 07901
(908) 598-0008

I, Dr. William Richardson, certify as follows:

1. I am a Board Certified Psychiatrist and Medical Doctor with an office located at 33 Overlook Road, Suite 210, Summit, New Jersey, 07901.
2. Drew Bradford has been a patient of mine since April 2001.
3. He remains a kind, honest, and sincere individual. He is an idealist and does not have a mean bone in his body. I have never known him to abuse anyone. Instead, others have taken advantage of his trusting nature.
4. He suffers from poor digestion and is unable to digest antibiotic medications.
5. In my professional opinion, the 200 mg. of doxycycline, administered to him on 11/11/11 for the treatment of insect bites, resulted in severe diarrhea and a prolonged episode of dehydration and lightheadness, which apparently interfered with his legal representation. He relapsed significantly on Dec. 2, gradually resolving by Dec. 7, 2011.
6. I, Dr. William Richardson, certify that the foregoing statements made by me are true to the best of my knowledge. I am aware that if any statement made by me is intentionally false that I am subject to punishment.

Dated: Jan. 5, 2012

Will T. Richardson
Dr. William Richardson

A 6

Steven D. Bonville, ESQ.
Chief of Staff

GLENN A. GRANT, J.A.D.
Acting Administrative Director of the Courts

Robin A. Morante
Chief
Court & Judicial Security

Richard J. Hughes Justice Complex • P.O. Box 037 • Trenton, NJ 08625-0037

njcourts.gov • Tel: 609-376-3000 • Fax: 609-376-3002

Drew Bradford AKA James Blessing
103 Gales Drive
#1
New Providence, NJ 07974

February 03, 2022

Mr. Bradford:

Given your recent interactions with the Supreme Court Clerk's Office, your interactions with Judiciary personnel will be permitted only as follows:

For the Supreme Court Clerk's Office, all future communications must be in writing to your assigned case manager Lauren Mignone, for **Blessing v. Hoffman**, case number: 086150. This same restriction will also apply to all other future matters. Please address your US Postal Service mail in the following manner:

Supreme Court Clerk's Office
Attention: Case File Manager (Name)
PO Box 970
Trenton, NJ 08625

FAX communications will only be accepted regarding legitimate emergent matters. All FAX documents should be addressed to the attention of Ms. Mignone and sent to FAX number 609-815-2956.

Phone calls, and email communications to specific individuals in the Administrative Office of the Courts and all Divisions inclusive but not limited to the Supreme and Appellate Courts will not be accepted. Requests or inquiries that are left by you on voicemail will not be entertained. Thank you for your anticipated cooperation.

Sincerely,



Robin Morante

Chief Court & Judicial Security Unit

A 7

Matthew F Conigliari, MD*

Mark S Diamond, MD*

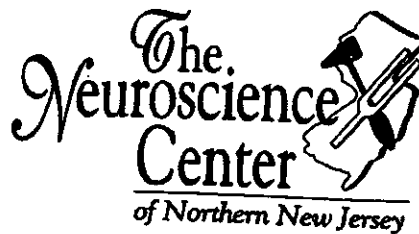
Stuart W Fox, MD*

Richard S. Rosenberg, MD*

Oladotun A Okunola, MD*

Mathew Alias, DO*

*Diplomate American Board
of Psychiatry & Neurology



310 MADISON AVENUE

Suite 120

MORRISTOWN, NJ 07960

Tel: 973-285-1446 Fax: 973-605-8854

March 9, 2022

Re: Drew Bradford

The above patient unfortunately suffered 2 concussions (one in August 2021 in which he reports a window "crashed into" his head, and another in which a parked car moving tailgate hit his head as a pedestrian in March 1 2021). He had reported that a protruding metal window lock fell and bruised and cut his forehead with subsequent swelling at that time. He describes persistent postconcussive symptoms. A federal court ruled that he was disabled as early as 2005. He is almost 75 years old.

As of March 2, 2022, he complained of increased headaches and decreased ability to concentrate that had been present since his original incident of March 1 2021. He described occasional dizziness, and near syncope. He had difficulty concentrating on his legal work, and felt his forced concentration would worsen his headaches as of March 2, 2022.

He has persistent troubling right hand tremors since March 2, 2021, and describes continued difficulties with reading, poor concentration, and dizziness. He reports that these symptoms have been present on an intermittent basis since at least March 1, 2021 (his original car incident).

He should be excused from all court related duties through at least April 15 2022 for medical reasons. Thank you for your attention in ensuring the health of my patient.

Sincerely,

Matthew F Conigliari, M.D.

PT to PU 3/9/2022

A 8

SUPREME COURT OF NEW JERSEY
C-390 September Term 2021
086150

James Blessing,

Plaintiff-Petitioner,

v.

ORDER

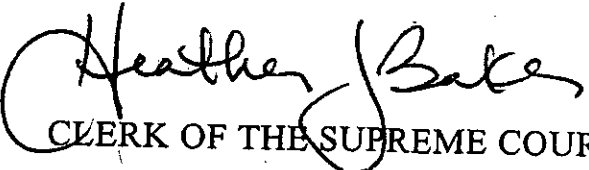
Nick Hoffman, Olivia Marr,
and Page Publishing, Inc.,

Defendants-Respondents.

A petition for certification of the judgment in A-000416-20
having been submitted to this Court, and the Court having considered the
same;

It is ORDERED that the petition for certification is denied, with costs.

WITNESS, the Honorable Stuart Rabner, Chief Justice, at Trenton, this
8th day of February, 2022.


CLERK OF THE SUPREME COURT

Appendix F

Granted Amended Complaint in which the new Contract issagreed to
with no provision for mandatory Arbitration.

James Blessing
103 gales Drive, #1
New Providence, N.J. 07974
Tele: 908-635-9444

Superior Court of New jersey
Civil Court
Complaint *First Amended*
Law Division
Union County
Docket # L -1762-20

James Blessing, Plaintiff

v

Nick Hoffman, Defendant
Olivia Marr, Defendant
Page Publishing, Inc.
Defendants

~~RECEIVED / FILED~~
Superior Court of New Jersey

~~MAY 26 2020~~

~~CIVIL ASSIGNMENT
UNION COUNTY~~

RECEIVED / FILED
Superior Court of New Jersey

MAY 11 2020

CIVIL ASSIGNMENT
UNION COUNTY

Plaintiff James Blessing by way of this Civil Action
against the above named defendants states the following
factual statements applicable to all counts.

1. Plaintiff resides at the above address and is of legal
age and a citizen of the United States of America.
2. Defendants can be located at this address which is their
employment address: Page Publishing, Inc.
320 Water Street
P.O. Box 700
Conneaut Lake, PA 16316
- 3 Defendant Nick Hoffman shall be referred to as NH.

4. Defendant Page Publishing, Inc, shall be referred to as PP.
5. Defendant Olivia Marr shall be referred to as OM.
6. Plaintiff James Blessing shall be referred to as JB.
7. PP is the corporation employing NH and OM.
8. NH is the Executive Vice-President of PP.
9. OM is the Publication Coordinator for James Blessing at PP.
10. OM is my representative, the representative for JB at PP.

11. On or about August of 2019, JB and OM agreed to a contract.
12. It was not a renewal contract, since NH did not want to sign it. OM did state why. She made a ^{vocal} contract with JB. OM said to not worry, "She would take care of everything and do everything that is needed to make the book of JB a success."
13. Mandatory Arbitration was not one of the many things which OM and JB agreed to do within our vocal agreement.
14. OM promised and agreed to do the following which she did do as a representative of PP:
 15. (None of these are in the unsigned renewal contract.)
(OM, representing PP, made the Agreement with JB)
16. Approximately 175 Title Change from "Our Best Friend" to "From Here To Everlasting" on Pages within the book.
"The book refers to from here on to "From Here To Everlasting."
(All changes to "From Here To Everlasting are from "Our Best Friend")
17. The Front Cover Page to the Title "From Here To Everlasting," from "Our Best Friend."
18. Throughout the book, when the title is used, it is changed to "From Here To Everlasting," from "Our Best Friend."
19. The book ^{side} cover is changed to "From Here To Everlasting."
20. The book back cover is changed to "From Here To Everlasting," from "Our Best Friend," in three locations.
21. The book has a new author name in its many stories

throughout the book of "James" or "Pastor Blessing" or of "Mr. Blessing," or of "James Blessing."

22. The book front cover has a new painting name of "James Blessing." It has a new Author name of James Blessing.
23. The book has a green and red holly bush on its front cover, right side.
24. The book has a full rabbit on its front cover.
25. The book has a full red bird on its front cover.
26. The book has red leaves on its birch trees, instead of orange. on its frontcover.
27. The book has whiter birch trees on its front cover.
28. The book has a full female deer on its front cover.
29. The book has a lighter blue sky on its front cover.
30. The book has a lighter blue cover on its jacket.
31. The book has a lighter blue color on its back cover.
32. The book has a lighter color red sunst on its front cover.
33. The book has lighter birch tree shadows on its front cover.
34. The book has a smaller title and more white snow on its front cover.

35. White title (from orange) on Jacket of the book.
36. This book has Orange Author name (from White) on Side cover.
37. New Copyright date of 2020 at front cover page of the book. A Copyright registration with the Library of Congress.
38. Radio summation and interview of the book on WOR Radio for this book.
39. Given Author Portal for this book.
40. Mailed to me one new of this book for review of all changes and improvements.
41. Mailed to plaintiff 3 new copies of this book.
42. To the inside of this book, additional paragraphs and sentences were added as improvements to at least two pages of the book.
43. Placed this book, this new book not stated in any renewal contract, on Amazon, Barnes and Noble; Apple Tunes; Google Play; and Ingram. The book title and author are not in any renewal contract.
44. All of the afore-mentioned was agreed to by OM and JB as an oral agreement with none of this being in any renewal contract.
45. On or about August of 2019, OM stated that it was a problem for KH signing the renewal contract, so she will take

care of the book and take care of everything. I agreed with her offer and accepted her ^{vocal} offer and all of the things we did in paragraphs # 14 - 44 of this First Amended Complaint.

She said that NH had a problem with the content of the book, Our best friend, but not to worry whe would accomplish everything with me and the book. without a renewal agreement.

46. Everything went as agreed to until April 21, 2020.

47. There was paid for advertising of \$3,000 for the book.

48. The advertiser stated that we were doing well with the ads for the book and that he needed to know the weekly sales to enhance the ads as to which ones were successful.

49. The advertiser also dida email link up with JB so that potential purchasers of the book could come back and purchase the book subsequent to their initial viewing of the book.

50. The advertiser request for knowledge of the sales began at a request for daily sales and to be able to have contact information into the Amazon book site for the book. We later (within a day) offered to accept weekly sales of the book to make this easier for PP and for Ingram.

51. All of this was rejected by OM, KH, and PP.

52. Plaintiff's telephone calls were polite, calm, and simply requesting information regarding the book sales. Plaintiff had no intention of creating any problem. The advertiser was shocked at the hostile reply from OM & KH.

53. The promises made to JB from OM as stated in paragraph #12 & #45 #11 of this complaint were false and broken on April 22, 2020. Thus the fraud and Breach of Contract pertaining to OM.

54. On April 21, 2020 and April 22, 2020, JB politely requested of OM that he be allowed to know the weekly sales of "From Here To Everlasting" so the advertiser can know which ads are succeeding.

55. OM refused this and refused to allow JB to speak with Ingram or the other distributors to solve this issue. OM refused to provide any reason.

56. OM stated, "They will never let you talk with Ingram or with any distributor and they will never give you any reason for this denial."

56 A. OM refused to state any reason why she refused the weekly sales information to JB. OM refused to state any reason why she would not let JB contact Ingram or any distributor to determine the weekly sales information.

57. This violated her false offer made in #11 as stated in page 3 of this complaint. Thus the fraud and breach of contract by OM. #12 (p. 5) (& #45)

58. OM refused any and all communication with Ingram to solve this issue of knowing the weekly sales and OM refused any reason for this refusal to solve this necessary issue.

59. OM also committed fraud and breach of ^{oral} contract by refusing on April 22, 2020, verification of the following:

60. The Copyright of the book, "From Here To Everlasting" for the year 2020 as she promised. She agreed many times that the ^{oral} contract applied to "From Here To Everlasting" by James Blessing since Amazon placed the title "Our Best Friend" adjacent to the a previous "Our Best friend," which had made purchased of said book to be confusing to the potential purchaser.

OM, instead of being cooperative as to her promises and to her agreements made during approximately August of 2-19, became the very opposite, refusing to verify that she and PP did the copyright of the book for the year 2020, which she had agreed several times to do.

61. OM also never verified the radio broadcast which OM and PP agreed to do on March 29, 2020 on WOR Radio at midnight. This is in the contract also.

62. OM refused to verify that the book sales listed every 3 months were accurate with verification from the distributors including Ingram. OM refused to verify sales weekly or every 3 months.

63. OM refused to explain her falsehood that no one could get into Amazon to find the sales or for any communication, yet she had just stated days earlier that she went into Amazon to add a sentence or more to the book summary.

64. OM refused to attempt to locate the private telephone number to Ingram, which PP had, so that JB could attempt to communicate with Ingram and solve the issue of weekly sales which OM knew were essential for the advertising for the book "From Here To Everlasting."

65. OM knew that this book, "From Here To Everlasting" is a 17 year effort and serving a wonderful purpose from God to give people "Hope" that there is a true and Good and Logical God names Jesus Christ, Heavenly Father and the Holy Spirit, and that religion is not the way to God. And, that God's message of "Hope" is proved by many powerful facts. And, that James Blessing is devoted to giving this help to the people. Yet, OM violated all of the above /

Previous to April 21, 2020, OM was very receptive to the lovely message of logical hope contained within the book. Beginning April 21, 2020, OM began very negative and a reversal of her oral agreement, pertaining to the book.

66. OM refused to clarify the contradictions between her and NH who stated there is no "Given" of the author portal as stated in the contract while OM states there is such "Given" author portal. OM even left this contradiction on my recorder.

67. (The original contract is dated June 12, 2017.)

68. Plaintiff had a legal obligation to communicate to PP, and OM the emergent situation and the loss of thousands of dollars in advertisements without accurate knowledge of the book sales of "From Here To Everlasting."

69. OM was correct in this regard contradicting KH in a recorded message that JB did have an author portal.

70. The urgency of this matter; the cost of this matter; the value of this book with 177 years in the making and national radio also let me state, the value of this book to the people, giving them HOPE of a Good and a Logical God who is not organized religion. This true message from God to the people is much of the life of JB as paralegal Bernadette Allen will so testify. So will Keith Keller.

71. JB was also requesting verification of things to which he was entitled, as so stated in Paragraph #21 & 60 - 62.

72. Many times the voice mail of OM disconnected causing additional telephone calls.

73. JB also telephoned to communicate to keep the book alive on Amazon, and not with dictatorial KH just threatening JB and removing his book from Amazon without an arbitration hearing.

74. JB also telephoned to communicate the damages done to the newsletter done by the advertiser with the corresponding email link.

75. There were many legitimate reasons for the polite phone (JB has a soft gentle voice and did his phone calls this way)

calls.

76. JB also has no cell phone, no texting, no computer, and no fax with which communicate. Thus the many relevant emergent issues had to be communicated via telephone, as well as correcting the false statements by KH and the contradictory statements by KH, and the non-compliant numerous issues by OM.

77. JB in this urgent matter, also requested the name, address, and the telephone number of the president of PAP to solve these dilemmas, and of the supervisor of OM.

78. All 3 of these, KH, OM, and her supervisors all refused any and all communication with the distributors including Ingram. They all said hostilely, "No you can not communicate ever with Ingram or the distributors; ^{to verify your sales;} this book; we are not going to let you and we refuse to state any reason for this."

79. JB in this urgent matter, also corrected the false statements made by the supervisor of OM. Weekly sales would be sufficient and not "immediate" as her supervisor wrote.

80. NH also refused the telephone number to him and to the supervisor to Olivia. Thus, the only telephone available was Olivia. Thus the urgent need to telephone Olivia with relevant and emergent communications.

81. JB also had to verify if OM faxed the contract to the UPS store since JB had to travel there.

82. JB also had to correct NH in that he denied me access to the author portal saying I did not pay \$100 and had no computer. JB left message that # 1 says I am to be "GIVEN" the author portal and the other issue was also incorrect in that I had the library computers usage and merely did not want to pay \$100 for mailing this information.

83. JB also had to correct the falsehoods of NH in that NH falsely claimed I telephone OM 17 times in 3 days. This was not true and the numerous telephone calls were due to the urgent numerous issues,

84. JB also had to address the NH false harassment done as an excuse to falsely negate his duties under the contract, that ALL telephone calls were polite, calm, and relevant to the emergent issue, and detailed the issues

issues, countered the falsehoods of OM, NH, and the supervisor of OM, and countered the contradictory statements of OM and NH,

85. JB was merely communicating responses, corrections, and requests

with no other communication mechanism except for the telephone and voice mail to olivia, especially since NH denied all other access to communication .

86. JB also had to question, since OM said JB could be given and use the author portal, but the author portal would not necessarily be accurate pertaining to book sales to "From Here To Everlasting."

87. NH threatened to destroy this book and these relevant book ads. JB asked him through OM voice mail to not do this. (not exact words) Aprtl 23 & 24, 2020.

88. JB also commented in voice mail that NH did not want to resolve anything but merely threatened JB with removal from Amazon and destruction of the book and its ads.

89. JB stated in telephone that he was trying to solve the issue of sales verification while countering the falsehoods and contradictions of NH and OM.

90. Knowing that JB did relevant, polite responsive honest telephone calls and messages to OM, (as in the preceding) and JB possessed only a home telephone to communicate these emergent issues, NH, out of religious hatred and breach of contract hostility, did commit religious discrimination and breach of contract vocally made between OM and JB during approximately August of 2019.

OM is the agent of NH and of PP in the making of this vocal agreement between her and JB.

91. On national radio, JB preached that "From Here To Everlasting" gives people needed true HOPE that there is a Good and logical God, named Jesus Christ. And that organized religion is the opposite direction from God. That there are 7 spectacular proofs of this Good and logical God. God's message is unselfish love and to cease sin which is harm and to do Good and to correct the harm committed.

92. During the conversations with NH, NH repeatedly and hostilely in a loud threatening voice, refused to allow JB to speak of the above Godly message of True Hope in the book on Amazon, "From Here To Everlasting." NH hatefully talked over these spiritual religious words of true Hope which is in this ^{PP} book on Amazon. NH hatefully destroyed this book and this spiritual message of God & Jesus Christ

removing "From Here To Everlasting" from Amazon and from ALL the distributors. This also destroyed the ^{Godly} ads for this book as NH knew. This was hate and malice against the Godly message of Hope and Love within this book. KH repeatedly viciously hatefully talked over all of this destroying this Godly book and its advertisements. He also knowingly hurt the ^{preacher} author of this book and this 17 year spiritual literary effort.

93. There was no need for this anti God destruction as KH knew that the communications of JB were relevant and polite and necessary.

JB was merely attempting to save the book and its occurring advertising and its 17 year effort and its wonderful message of logical Hope for the people.

For example, that there are 7 powerful proofs of God.

94. This was destructive hatred against a spiritual book and its ^{spiritual} ads and its ^{spiritual} author done intentionally by KH to harm JB who lost \$3,000 on advertising.

There was no need for NH to immediately destroy the book.

95. The author also lost a 17 year effort as any new publisher is stuck with the dilemma that any new publication is placed adjacent to the old book advertisement on Amazon. KH knew all of this by communication via telephone to OM by JB.

96. KH committed religious discrimination with significant damages, and breach of oral agreement between OM and JB,

thus allowing JB to plead and pursue both of these Claims in Superior Court Law Division, which JB is now so doing as a plaintiff in this litigation.

97. KH knowingly used an excuse of "harassment" when there was none on the part of the plaintiff.

98. In fact, it was KH who harassed and threatened the innocent JB, threatening to destroy his 17 year authored book and the juxtaposed advertisements with all their time consuming efforts also.

99. This anti God hatred and discrimination was done by or about KH against JB on April 22, 2020 and April 24, 2020.

100. It was accompanied by the destruction of the Godly words of JB, the 17 year spiritual book of JB, the destruction of the spiritual ads of JB by JH and by the destruction of the spiritual free spiritual advertising given to JB by the national radio station, all of which KH knew.

101. OM also loved the spiritual talk and messages of JB and often listened for long periods of time and appreciated and loved the Prayer of JB.

102. On April 23, 24, 2020,

/Only KH viciously talked over loudly the spiritual message of "From Here To Everlasting" and simultaneously destroyed this same spiritual book with the spiritual ads, all of which did not have to be done and all of which by contract were to not be destroyed and

so great was this hatred of God and His beautiful message of Hope contained in this book and in the speech of JB, attempted to KH.

103. So great was this Godly and spiritual hatred of KH against this book and the words of JB that KH falsified & used a fake "harassment" excuse of which there was none.

36. These were viciously with spiritual hatred done against JB by KH on April 23, 2020 and April 24, 2020.

104. There was no need for this as there was no harassment claimed by KH.

105. KH knew he was destroying the Godly message, the Godly book, and the Godly advertisements on the Internet and on the Radio, since the Radio station had numerous communications with PP.

106. There was much overreaction, hatred, and destruction done by KH against the Godly message of JB as detailed in the foregoing.

107. Millions of people on radio listened, the radio show host and his staff listened, OM listened. Only KH attacked

hostilely, loudly, repeatedly abruptly these book related spiritual words and message of this book to destroy their publication, their book, and their ads both on radio and on the internet,

108. These spiritual words are "God demands "unselfish love, to do Good, to cease harm which is sin, and if we err, to make efforts to correct the harm and restore the victim if so possible. And, that there exists much significant proofs that a Good and Logical God named Jesus Christ does exist to provide the people with Hope, especially in these times."

"And, that organized religion is not the way to God."

"These are the beautiful spiritual Godly messages within

"From Here To Everlasting."

109. Every time JB began these lovely words from this book, KH biligerently hostilely loudly destroyed them, the book, and the ads, while also destroying the contract of PP with JB.

110. During this religious discrimination, KH allowed some talk of book and contract concepts but viciously talked over all words pertaining to God and God's message of Hope within this PP book. KH yelled over some of these Godly words, and he demanded I stop saying them. He ordered me into silence regarding these spiritual Godly Words.

111. Please also note that OM previous to April 22, 2020, that OM did much/^{telephone talk}non-relevant to the book, "From here To Everlasting." For example:

1. OM was married several years ago.
 2. OM stated her husband is a plumber.
 3. OM agreed with and listened to much of the preaching in this book and the messenger of Hope.
 4. OM works entirely out of her home due to the virus.
 5. OM lives in Pennsylvania.
 6. The University of Pittsburgh discovered a vaccine for the Corona virus months ago.
 7. OM states it takes a long time to use this vaccine, since it must be tested for a long time.
 8. OM states this lengthy testing must be done to avoid lawsuits.
 9. She says the vaccine might have side effects which need to be tested.
 10. OM states she hates New York City.
 11. OM states the overcrowding of New York City is "ugly."
 12. OM states the tall buildings in New York City are "ugly."
- previous
"ugly." There was much/telephone talk between OM and JB.

112. With all this non-relevant communications, encouraged the relevant conversations on April 22, 2020 and April 23, 2020 were necessary and felt to be of sincere relevance between OM and JB. JB was simply trying to save his book and the true Godly message for the people and to mitigate the \$3,000 advertisement costs.

First Count
Breach of Contract

113. Plaintiff repeats and restates each and every statement contained in paragraphs 1 through 112 of his First Amended Complaint as if set forth herein.

114. Defendants did commit breach of oral agreement as to numerous concepts and items promised and vocally contracted to plaintiff James Blessing.

115. Wherefore, plaintiff requests judgement against the defendants for actual damages, compensatory damages, consequential damages, punitive damages, interest, and costs of suit.

Second Count
LAD 9
Religious Discrimination

116. Plaintiff repeats and restates each and every statement of paragraphs 12 through ¹¹⁵~~48~~ of plaintiff's complaint as if set forth herein.

and PP

117. Defendants KH/did commit religious discrimination as detailed in the preceding statements of fact.

118. Religious Discrimination is also a Cause of Action not covered by the contract and the renewal contract between JB and PP. And, with the doctrine of entire controversy, the entire litigation must be done in law division, since the arbitrator lacks discrimination over religious discrimination, since the arbitration clause of the contracts covers only "disputes pertaining to this agreement."

119. Wherefore, plaintiff requests judgement against the defendant KH for actual damages, compensatory damages, consequential damages, punitive damages, interest, and costs of suit.

Third Count

Intentional Infliction of Emotional Distress

120. Plaintiff repeats and restates each and every statement of paragraphs 1 through 52 of plaintiff's complaint as if set forth herein.

and PP

121. Defendants KH did commit the intentional infliction of emotional distress against plaintiff JB by his actions as set forth herein. Plaintiff was severely emotionally harmed by this destruction of a 17 year effort to convey a Godly message to help the people, done by KH with much hostility and intentional destruction as described herein.

122. Wherefore, plaintiff requests judgement against the defendants KH and PP for actual damages, compensatory damages, consequential damages, punitive damages, interest, and costs of suit.

Fourth Count

Negligent Infliction of Emotional Distress

123. Plaintiff repeats and restates each and every statement contained in paragraphs 1 through 122 of plaintiff's First Amended Complaint as if set forth herein.

124. Defendants did commit negligent infliction of emotional distress against the innocent plaintiff by removal and thus destroying the book and its advertisements and a 17 year effort to convey a Godly spiritual message of Hope to help the people. This was committed by NH as detailed in the foregoing.

125. Wherefore, plaintiff requests judgement against the defendants KH and PP for actual damages, compensatory damages, consequential damages, punitive damages, interest, and costs of suit.

Fifth Count

Consumer Fraud

126. Plaintiff repeats and restates each and every statement contained in paragraphs 1 through 125 of his First Amended Complaint as if set forth herein.

127. defendants committed consumer fraud by their unconscienable actions as described in the foregoing.

128, Wherefore, plaintiff requests from the defendants a judgement for actual damages, compensatory damages, consequential damages, punitive damages, interst, and costs of suit.

Jury Request

Plaintiff James Blessing requests a Jury trial on all issues of fact and damages.

Dated: July 7, 2020

James Blessing
James Blessing

Certification

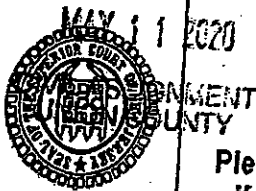
Plaintiff James Blessing certifies that there are no other parties who should be joined to this civil action or who are indispensable to this civil action.

Dated: July 7, 2020

James Blessing
James Blessing

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Superior Court of New Jersey



Civil Case Information Statement (CIS)

Use for initial Law Division

Civil Part pleadings (not motions) under Rule 4:5-1
Pleading will be rejected for filing, under Rule 1:5-6(c),
If information above the black bar is not completed
or attorney's signature is not affixed

For Use by Clerk's Office Only

Payment type: ☐ ck ☐ cp ☐ ca

Chg/Ck Number:

Amount:

Overpayment:

Batch Number:

Attorney/Pro Se Name

James Blessing

Telephone Number

908-635-9444

County of Venue

Union

Firm Name (if applicable)

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Superior Court of New Jersey
MAY 26 2020
CIVIL ASSIGNMENT
UNION COUNTY

Docket Number (when available)

L-1762-20

Office Address

103 gales Dr., #1
New Providence, NJ

Document Type

Complaint

Jury Demand

☒ Yes☐ No

Name of Party (e.g., John Doe, Plaintiff)

James Blessing,
Plaintiff

Caption

James Blessing, Plaintiff v.
Nick Hoffman, Olivia marr, etc
Page Publishing, Inc, defendants

Case Type Number
(See reverse side for listing)

618

Are sexual abuse claims
alleged?☐ Yes☒ No

Is this a professional malpractice case?

☐ Yes☒ No

If you have checked "Yes," see N.J.S.A. 2A:53A-27 and applicable case law regarding your obligation to file an affidavit of merit.

Related Cases Pending?

☐ Yes☒ No

If "Yes," list docket numbers

Do you anticipate adding any parties
(arising out of same transaction or occurrence)?☐ Yes☒ No

Name of defendant's primary insurance company (if known)

☐ None☐ Unknown

The Information Provided on This Form Cannot be Introduced into Evidence.

Case Characteristics for Purposes of Determining if Case is Appropriate for Mediation

Do parties have a current, past or recurrent relationship?

☐ Yes☒ No

If "Yes," is that relationship:

☐ Employer/Employee☐ Familial☐ Friend/Neighbor☐ Other (explain)☐ Business

Defendants were under contract to publish a book.

Does the statute governing this case provide for payment of fees by the losing party?

☐ Yes☐ No

Use this space to alert the court to any special case characteristics that may warrant individual management or accelerated disposition

Defendants also discriminated against innocent plaintiff
violating the laws against discrimination due to religion.
Discrimination due to religion is not covered by the arbitration
part of the contract. With entire controversy, case must be in
law division.

Do you or your client need any disability accommodations?

☒ Yes☐ No

If yes, please identify the requested accommodation:

First floor accomodation

Will an interpreter be needed?

☐ Yes☒ No

If yes, for what language?

I certify that confidential personal identifiers have been redacted from documents now submitted to the court and will be
redacted from all documents submitted in the future in accordance with Rule 1:36-7(b).

Attorney Signature:

James Blessing

A29



Civil Case Information Statement (CIS)

Use for initial pleadings (not motions) under Rule 4:5-1

CASE TYPES (Choose one and enter number of case type in appropriate space on the reverse side.)

Track I - 150 days discovery

- | | |
|--|---|
| 151 Name Change | 506 PIP Coverage |
| 175 Forfeiture | 510 UM or UIM Claim (coverage issues only) |
| 302 Tenancy | 511 Action on Negotiable Instrument |
| 399 Real Property (other than Tenancy, Contract, Condemnation, Complex Commercial or Construction) | 512 Lemon Law |
| 502 Book Account (debt collection matters only) | 801 Summary Action |
| 505 Other Insurance Claim (including declaratory judgment actions) | 802 Open Public Records Act (summary action) |
| | 999 Other (briefly describe nature of action) |

Track II - 300 days discovery

- | | |
|---|---|
| 305 Construction | 603Y Auto Negligence - Personal Injury (verbal threshold) |
| 509 Employment (other than Conscientious Employees Protection Act (CEPA) or Law Against Discrimination (LAD)) | 605 Personal Injury |
| 599 Contract/Commercial Transaction | 610 Auto Negligence - Property Damage |
| 603N Auto Negligence - Personal Injury (non-verbal threshold) | 621 UM or UIM Claim (includes bodily injury) |
| | 699 Tort - Other |

Track III - 450 days discovery

- | | |
|------------------------------|--|
| 005 Civil Rights | 608 Toxic Tort |
| 301 Condemnation | 609 Defamation |
| 602 Assault and Battery | 616 Whistleblower / Conscientious Employee Protection Act (CEPA) Cases |
| 604 Medical Malpractice | 617 Inverse Condemnation |
| 606 Product Liability | 618 Law Against Discrimination (LAD) Cases |
| 607 Professional Malpractice | |

Track IV - Active Case Management by Individual Judge / 450 days discovery

- | | |
|---|--|
| 156 Environmental/Environmental Coverage Litigation | 514 Insurance Fraud |
| 303 Mt. Laurel | 620 False Claims Act |
| 508 Complex Commercial | 701 Actions in Lieu of Prerogative Writs |
| 513 Complex Construction | |

Multicounty Litigation (Track IV)

- | | |
|---|---|
| 271 Accutane/Isotretinoin | 601 Asbestos |
| 274 Risperdal/Seroquel/Zyprexa | 623 Propecia |
| 281 Bristol-Myers Squibb Environmental | 624 Stryker LFIT CoCr V40 Femoral Heads |
| 282 Fosamax | 625 Firefighter Hearing Loss Litigation |
| 285 Stryker Trident Hip Implants | 626 Abilify |
| 286 Levaquin | 627 Physiomesh Flexible Composite Mesh |
| 289 Reglan | 628 Taxotere/Docetaxel |
| 291 Pelvic Mesh/Gynecare | 629 Zostavax |
| 292 Pelvic Mesh/Bard | 630 Proceed Mesh/Patch |
| 293 DePuy ASR Hip Implant Litigation | 631 Proton-Pump Inhibitors |
| 295 AlloDerm Regenerative Tissue Matrix | 632 HealthPlus Surgery Center |
| 296 Stryker Rejuvenate/ABG II Modular Hip Stem Components | 633 Prolene Hernia System Mesh |
| 297 Mirena Contraceptive Device | |
| 299 Olmesartan Medoxomil Medications/Benicar | |
| 300 Talc-Based Body Powders | |

If you believe this case requires a track other than that provided above, please indicate the reason on Side 1, in the space under "Case Characteristics."

Please check off each applicable category ☐ Putative Class Action ☐ Title 59 ☐ Consumer Fraud