

No. 22A90

In the Supreme Court of the United States

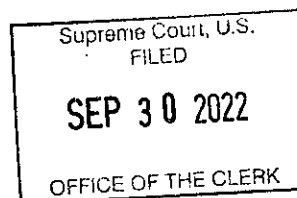
22-6170

Andrea Peterson

Petitioner

v.

HVM/ESA, et al



Centerbridge Partners LP, et al
Paulson & Company, et al
Blackstone Real Estate Partners VI, et al

Respondents

ON PETITION FOR A WRIT OF CERTIORARI
TO THE UNITED STATES COURT OF APPEALS
FOR THE THIRD CIRCUIT

PETITION FOR WRIT OF CERTIORARI

Andrea Peterson, pro se
1438 Church St.
Decatur, Georgia 30030
404-600-2010

QUESTIONS PRESENTED

- Whether a person(s), who lacks the financial resources to hire an attorney, and because of their handicap, disability cannot comply with a court rule(s), are protected by the guarantee of the Due Process Clause of the 14th Constitutional Amendment,
- Whether, “Does the Constitutional Amendments guarantees also apply to a black woman, Plaintiff... And, is pursuant to the Constitutional Amendments of the United States of America, Plaintiff entitled to, (1) Due Process, and to (2) Equal Protection of the Law...”

Pet’r Motion for Reconsideration (117) pp. 1 to 4.

- Whether the decision of the U.S. District Court of New Jersey, to grant Respondent Motion for Summary Judgement, when all Petitioner Discovery Request were not granted and or denied, will reset precedence established in *Anderson v. Liberty, Inc.*, 477 US 242 (1986), *Celotex Corp. V. Catrett* 477 US 317 (1986), and Federal Rules of Civil Procedure 56, will cause significant conflict with other Circuits, and the decisions of the U.S. Supreme Court. Further, whether the non-granting/denial of Discovery is a violation of the Due Process Clause of the 14th Constitutional Amendment.

LIST OF PARTIES AND RELATED CASES

Andrea Peterson v. HVM LLC et al, Extended Stay America (ESA) et al, United States Court of Appeals for the Third Circuit, Appeal No. 19-1248, Case Dismissed 10/07/2021.

Andrea Peterson v. HVM LLC et al, Extended Stay America (ESA) et al, United States Court of Appeals for the Third Circuit, Appeal No. 16-3074, 16-1879. Interlocutory Appeal pursuant to 28 USC § 1291; Motion for Attorney. Dismissed for lack of jurisdiction, 08/11/2016.

Andrea Peterson v. HVM LLC et al, Extended Stay America (ESA) et al, United States District Court of New Jersey, 14-CV-01137 (49), Defendant Motion for Summary Judgement granted 12/27/2018.

Andrea Peterson v. HVM LLC et al, Extended Stay America (ESA) et al, United States District Court of Northern Georgia (Atlanta Division), 13-CV-01137, Case transferred to District of New Jersey, 02/23/2014.

Andrea Peterson v. HVM LLC et al, Extended Stay America (ESA) et al, New Jersey Superior Court, Hudson County, Docket Number L-00596013, Case dismissed May 3, 2013

HVM/ESA v. Andrea Peterson, Superior Court of New Jersey Hudson County, Docket Number LT-11864-12 and Docket Number LT-9118-12. Judgement vacated, and LT-9118-12 withdrawn, October 2, 2012.

HVM/ESA v. Andrea Peterson, Superior Court of New Jersey, Hudson County Special Civil Part Landlord Tenant, Petitioner cannot find the Order Case dismissed 08/2010.

Homestead Studio Suites v. Andrea Peterson, Superior Court of New Jersey Special Civil Part, Docket No. LT-006809-10, Case Dismissed, June 18, 2010.

Andrea Peterson v. Equifax Information Services, Experian Information Solutions, Inc. Transunion LLC, U.S. District Court of Northern Georgia (Atlanta Division), Case No. 16-CV-03528, Summary Judgement granted. Pending Writ of Mandamus to the U.S. Supreme Court to require, pursuant to **Rule 72(a), 28 U.S.C. § 636**, an Article III/District Court Judge Order on Petitioner Rule 72 Motions. (See (184)¶¶ 21 to 37).

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Appendix B – Order of the United States District Court for the District of New Jersey, Case 2:14-cv-01137, Peterson v. HVM/ESA et al, Summary judgement granted and plaintiff motion for stay denied, December 27, 2018.

Appendix C – Order of the United States Court of Appeals for the Third Circuit, Appeal Number 19-1248, Peterson vs. HVM/ESA et al, Petition for Panel Rehearing denied, May 3, 2022.

Appendix D – Order of the United States District Court for the Northern District of Georgia Atlanta Division, 13-cv-03417, Peterson v HVM/ESA et al, Case transferred to the District of New Jersey, February 21, 2014.

Appendix E – Order of Superior Court of New Jersey Hudson County, Docket Number L – 000596-13, Peterson v HVM/ESA et al, Case dismissed, May 3, 2013.

Appendix F – Order of the Superior Court of New Jersey Hudson County, Docket Number LT-11864-12 and Docket Number LT-9118-12. HVM/ESA v Peterson, Judgement vacated, and LT-9118-12 withdrawn, October 2, 2012.

Appendix G – Petitioner cannot find the Order, Order of the Superior Court of New Jersey Hudson County, LT - , HVM/ESA v Peterson, Case dismissed,

Appendix H – Order of the Superior Court of New Jersey Hudson County Special Civil Part Landlord Tenant, LT – 006809-10, Case dismissed, June 8, 2010.

Appendix Exhibit 1; HVM Lodging Advertisement

Appendix Exhibit 2; Superior Court of New Jersey Law Division Hudson County, Verified complaint, DC-18855-12, October 17, 2012

Appendix Exhibit 3; Superior Court of New Jersey Law Division Hudson County, DC-18855-12, Order Preliminary Injunction/TRO, October 19, 2012.

Appendix Exhibit 4; Superior Court of New Jersey Law Division Hudson County, Order Letter Brief Preliminary Injunction/TRO, November 26, 2012.

Appendix Exhibit 5; Superior Court of New Jersey Law Division Hudson County, Petitioner Motion for Entry of Default Judgement, DC-18855-12, December 18, 2012.

Appendix Exhibit 6; Proposed Deposition Questions

OPINIONS BELOW

Andrea Peterson v. HVM L.L.C et al, Extended Stay America (ESA) et al. United States District Court of New Jersey, 14 – CV – 01137. (49) Opinion 6/11/15

Andrea Peterson v. HVM L.L.C et al, Extended Stay America (ESA) et al. United States District Court of New Jersey, 14 – CV – 01137. (51) Opinion, 03/03/16

Andrea Peterson v. HVM L.L.C et al, Extended Stay America (ESA) et al. United States District Court of New Jersey, 14 – CV – 01137. (151) Opinion, 12/27/18

JURISDICTION

On October 7, 2021 the United States Court of Appeals for the Third Circuit Dismissed Pet'r appeal, granted Resp't motion, "Dismiss Appellant's appeal for her repeated failure to comply with Court orders and deadlines" (because of Pet'r handicap I was unable to comply with court rules for the filing of a Brief). A copy of the order is at Appendix A. On May 3, 2022 the United States Court of Appeals for the Third Circuit Denied Pet'r timely filed Petition for Panel Rehearing. A copy of the Order is at Appendix C. An extension of time to file the Petition for Writ of Certiorari was granted to and including September 30, 2022. The jurisdiction of this Court is invoked under 28 U.S.C. § 1254(1).

CONSTITUTIONAL AND STATUTORY PROVISIONS INVOLVED

The Fifth Amendment Due Process Clause: no one shall be "deprived of life, liberty or property without due process of law".

The Fourteenth Amendment Due Process Clause: no State shall "deprive any person of life, liberty, or property, without due process of law".

The Equal Protection Clause of Section 1 of the Fourteenth Amendment provides that no State shall "deny to any person within its jurisdiction the equal protection of the laws."

42 U.S.C. § 1981(a): "All persons within the jurisdiction of the United States shall have the same right in every State and Territory to make and enforce contracts, . . . and to the full and equal benefit of all laws and proceedings for the security of person and property".

42 U.S.C. § 1983: "Every person who, under color of any statute, or- dinance, regulation, custom, or usage, of any State . . . subjects, or causes to be subjected, any citizen of the United States or other person within the jurisdiction thereof to the deprivation of any rights, privileges, or immunities secured by the Constitution and laws, shall be liable to the party injured in an action at law, suit in equity, or other proper proceeding for redress".

STATEMENT OF THE CASE

1. On about February 2009 Pet'r entered into a, "Long Term Lodging Agreement", "LTLA", "Contract". It states, "is and between HVM L.L.C. ("HVM") and" provides space for a lodger name. (Compl. Ex. A). The LTLA in part states; a
 - a. "NO LANDLORD/TENANT RELATIONSHIP. Unless otherwise superseded by the laws of this State, the parties acknowledge and agree that the legal relationship between HVM and the Lodger is that of a hotel manager and guest and that it is not the intention of the parties to create a lease within the meaning of the laws of this State. No landlord- tenant relationship is intended to be created by this Agreement."
 - b. "TERMINATION OF AGREEMENT. Unless otherwise superseded by the laws of this State and notwithstanding any other provision of this Lodging Agreement, either party may terminate this Agreement upon thirty (30) days' written notice to the other party. This Lodging Agreement will be deemed terminated at 11:00 a.m. on the thirtieth (30) day following receipt of the notice".

HVM advertisement, (App. Ex. 1) states, "Month long term rate available...great low rate at \$950 per month. (HVM and Pet'r agreed to \$900 per month).

No place in either document is the statement; "per day".

At no time did HVM, ESA¹, employees, and or representative make a unilateral offer to change the Terms.

2. On April 2010 Pet'r gave all the contents of the refrigerator to an ESA maintenance person to throw away. Pet'r was exposed to Food Borne Illness when

¹ At the time of the actions complained, Extended Stay America"ESA" was owned by, Blackstone Real Estate Partners VI, Centerbridge Partners LP and Paulson & Company;

In June 2009 ESA entered bankruptcy. In October 2010 ESA emerged from Chapter 11.

At a bankruptcy auction, Blackstone Real Estate Partners VI, Centerbridge Partners LP and Paulson & Company purchased ESA for \$3.9 billion.

See <https://www.reuters.com/article/extendedstay-hearing/update-4-us-judge-backs-extended-stays-reorganization-plan-idUSN2026640620100720>. In November 2013, in an IPO, Extended Stay America "ESA" began trading as, "stay". <https://www.reuters.com/article/us-extendedstayamerica-ipo/hotel-chain-extended-stay-america-ipo-priced-at-20-share-idUSBRE9AB19420131112>

Pet'r unknowingly ate tainted food. After viewing the refrigerator, the hotel manager Rick Hupalo informed Pet'r he would file a claim with his insurance company, and Pet'r would have to spend her money to replace food, if they did not pay the claim concessions would be made on the monthly rate. He reimbursed Pet'r the \$32 taxi cost to and from the grocery store. No reimbursement, concessions were made. Between 2010 and 2012 Resp't filed 4 Landlord Tenant actions in the N.J. Super. Hud. Cty., Special Civil Part, against Pet'r. Each alleged Pet'r owed Resp't various sums of money;

3. LT-006809-10; Rather than payment of the \$120 for groceries, on May 17, 2010 HVM filed, LT-006809-10. Prior to start of the June 7, 2009 hearing Mr. Bressler atty. for Resp'ts, asked Pet'r, "what do you want"? Pet'r was confounded, it is not usual to haul someone into court and ask, what they want. The question is repeat of question asked a 2004 case in Chicago, Pet'r was also asked, what do you want. (See 3d Cir. (45) ¶ 2(b), and Id Ex. A, Housing Denials, ¶ 147). Id Ex. 3, of A, is Peti'r August 2005 letter to DeZara attorney I requested he clarify his statements; "what do you want", "It would be pragmatic of me to tell him what I wanted to settle", that I could live in the unit for 6 months, therein cause question, what is the reason DeZara filed the Landlord Tenant action? See also, Ex. 7, of A, DeZara reference letter that states, from August 1998 to February 2006 I timely paid rent of \$2000 per month, and maintained the unit in good condition. It is the reason Pet'r requested Judge Rogers order state, HVM/ESA could not list the landlord tenant action on my credit report, is, Pet'r expected it would be a repeat, First Advantage Safe Rent "FASR", a specialty credit reporting agency that property management

companies use, would list Resp't fraudulent LT action on my credit report as it did DeZara on reports Apartment Finders (Ex. A ¶ 149), Avalon (Id ¶ 150(c)), requested that caused me to be denied housing. See Id ¶ 150). Despite I prevailed, DeZara was ordered to pay me \$7000, despite the reference letter, FASR reported the landlord tenant action, to property management companies. At the hearing Pet'r stated pursuant to terms of HVM LTLG the court does not have jurisdiction, and presented cases in support, (Jurisdiction Table (117) Ex. A). Resp'ts, Mr. Bressler and Mr. Hupalo, without any evidence, argued the court does have jurisdiction. Judge Rogers Super. Hud. Cty, pointed out the LTLG states, it is between HVM and the lodger. See Compl. Ex. I p. 5, Judge Costello, Super. Hud. Cty. stating; "....So a considerable amount of energy and time was spent on that issue during the landlord tenant proceeding I think that it bears mentioning that it is in clear and unambiguous language in the lease and that this is not a Landlord Tenant relationship"). Judge Rogers addressed Mr. Bressler and asked, if you could just ask your client or just delineate that for me, \$30 a day since March 2009. Mr. Bressler stated there has been a running total of what the "rent" is. It comes out to approximately \$900 per month there were certain adjustments because originally there was a misunderstanding with regard to whether it was \$30 a day or \$900 a month. We're willing to take either. But we have made adjustments along the line with regard to those payments. Pet'r requested the Order state HVM cannot place any negative notation on Pet'r credit report. Judge Rogers stated that cannot be done, however if Pet'r paid the agreed amount the record will show, case dismissed, (App. G).

4. LT-979-10; Efforts to be objective caused Pet'r to interview several hotels. Each and every hotel stated that they would without question reimburse the guest and offer concessions as the refrigeration is the hotel responsibility. Contrary to this feedback, the July 2009 letter Pet'r received from Illinois based Zürich Insurance, opened at Rick Hupalo insistence, stated it is a Tort civil issue and should be resolved in court. On or around late June 2010, electrical issues continued, payment for repurchase of groceries, and or concessions had not been resolved. Pet'r opened an Escrow Account in the names, "Andrea Peterson.HVM", and in written communication to Mr. Hupalo advised him of the account, and provided the deposit receipts that showed all money due had been deposited. Subsequent Pet'r attached the Account Statement, more deposit receipts, and questioned the reason payments made were not processed for weeks. (for the same reason, letters with payments to DeZara stated the check must be processed within 30 days. (see example 3d Cir. (45) Ex. 2 of A). What is HVM's intent, motive, rather than settle the issues, HVM again in landlord tenant Court filed, LT-979-10. The court hearing was a repeat of June 7, 2010. When Judge Rogers asked if Pet'r has the money to pay Pet'r presented the account and deposit receipts. Pet'r was ordered to pay and the case was dismissed. (Pet'r is unable to find the Order).
5. LT - 009118-12, and LT -011864-12; On or about June, July, 2012 Mr. Hupalo and Mr. Bressler filed, in the Super. Hud. Cty.; 2 Landlord Tenant actions, within 2 months of each other, both with addresses Pet'r did not occupy, signed documents under penalty of perjury, Pet'r is "Tenant", they "Landlord". Further perjury, Pet'r was in arrearage at both locations, while concurrent with their actions Mr. Hupalo

and Mash Sopariwala accepted Pet'r payments, in full as evidenced, 13 consecutive months payment in full from September 2011 through September 2012 (Compl. Ex. B), the period file documents state Pet'r was in arrearage. (Compl. Aff. ¶¶ 61 to 64) Warrants of Removal signed by Judge Costello and Rupert Haller. Documents states, \$30 per day, there is due, unpaid and owing from tenant to landlord \$1,164.34 in base rent (1 Meadowlands Parkway, room 507, Secaucus NJ) until June 30, 2012 and \$250.00 in attorney fees. \$32.00 in court fees. Pet'r was never served Process. (Compl. Ex. C ¶ 6 Delilah stated process was served on July 9, 2012, she had no record of the form of service). At no time in 2012 did Pet'r stay at, 1 Meadowlands Parkway, room 507, Secaucus, NJ, or 1 Plaza Dr., room 504, Secaucus, NJ. Resp't Req. for Admission 5 "Admitted" at no time in 2012 Pet'r stayed at 1 Meadowlands Parkway, Secaucus, NJ. (3d Cir. (45)¶¶ 2 to 5, and Compl. Aff. ¶¶ 5 to 7). Pet'r, then defendant, Motion for Order to Show Cause, (Compl. Ex. C, ¶¶ 1 to 12 discusses how Pet'r became aware of Resp'ts actions).

6. At the September 19, 2012 Show Cause hearing Judge Harrington, correction from Farrington, stated the court does not have jurisdiction, and conferenced Mr. Bressler by phone. Mr. Bressler stated Judge Rogers set precedence at the June 7, 2010 hearing, the court has jurisdiction. Judge Harrington granted the Order to Show Cause and set October 2, 2012 for the Hearing.
7. Present at the October 2, 2012 Hearing was, Mr. Bressler, Mash Sopariwala, and Pet'r. Judge Rogers stated, Pet'r may be better off being a tenant, if Pet'r wanted to be treated as a tenant. Mr. Bressler stated Pet'r is a resident. Pet'r stated, the LTLA states I cannot be a Tenant, that I am a guest with a Contract, HVM in its

LTLA made the stipulations. Judge Rogers then stated since Pet'r is a guest she would not hear the case, the court does not have jurisdiction. She stated as Pet'r is a guest I could be locked out at any time. Apparently she changed her mind, she asked Mr. Bressler, what HVM/ESA was looking for today. He responded, eviction and payment of the arrearages. Pet'r again, it had been served on Resp'ts, presented (Compl. Ex. B) Money Orders that show payments in full, to HVM/ESA from September 2, 2011 through September 2012, that includes the period Resp'ts filed LT 11864-12, and LT 009118-12. Pet'r stated Resp'ts had obtained Warrants of Removal. Judge Rogers told Mr. Bressler Pet'r's checks state, payment in full, HVM/ESA had no right to obtain the judgments the court entered. Mr. Bressler stated there was nothing he could say about that. Based on Judge Rogers statement, Pet'r requested she vacate the orders/warrants, and all aspects of the cases and she stated, yes. The court vacated LT 11864-12, and Mr. Bressler stated LT 009118-12, was withdrawn. The Order states; "The default Judgment as previously entered is vacated. Ms. Peterson states to the court that she is not a tenant/resident but is a guest of HVM trading as ESA." (Compl. Ex. F). A copy of the Order was given to, Mr. Bressler, Mash Sopariwala, ESA Hotel manager, and Pet'r. Pet'r did not obtain, Hearing; my Pray for Relief requests were not heard. No response to my Motion for Order to Show Cause questions; "The reason LT 11864-12 Warrant of Removal, obtained on September 10, 2012 has a room number of 504 whereas my room number was 507; the reason LT 009118-12 Warrant of Removal obtained on July 26, 2012 states I was in arrearages at 1 Meadowlands Parkway, in

the amount of \$2376.34. In addition, reason Resp't withdrew LT 009118-12, and confirmation Resp't accepted Pet'r payments in full.

8. On October 3, 2012 at approximately 10:30 a.m. Mash Sopariwala hotel manager loudly repeatedly knocked on Pet'r door, 507. When I opened the door Mr. Sopariwala stated he is putting me out of the hotel and that as I am a "Guest", he has a right to do so. He handed me the check for October payment in full I had left with the front desk. (See Money Order Compl. Ex. B). Mr. Sopariwala was in Court a day prior therefore heard Judge Rogers state, HZM/ESA default judgment was vacated, Mr. Bressler state the other default judgment was withdrawn, and Pet'r statement, pursuant to HVM LTLG Pet'r is a guest with a Contract. I sent an email to Mr. Bressler that stated, "The hotel manager just stated that he is putting me out of the hotel and that it is his right as the manager. I do not believe he has that right". Mr. Bressler did not respond. I called his office and was told he is not available therefore left a message. At approximately 2:00 p.m. Mr. Sopariwala again knocked. He stated he had spoken with his corporate office and I would not be locked out till Friday. At approximately 2:45 p.m. I left my room to walk my dog. When I returned and put the card key in it showed red instead of green. At the front desk I asked the representative to update my card key. Mr. Sopariwala came out from a side office and stated, by corporate orders he was told to do that. He continued, he would not let me in, smiled at me as if it was funny and stated, we have played games with you for two (2) years. I concluded he referenced the LT cases HVM began to file in 2010.

I spoke with an attorney who advised, HVM cannot return my October payment to try and change the contract terms, cannot lock me out, both parties must agree to any change in the contract, even if there is no Contract because of the length of time I had stayed at the hotel and HVM/ESA accepted payments, an Implied in Fact Contract was created, and HVM/ESA must give me thirty (30) days Notice. No Notice was given. I could not afford to pay the retainer fees to obtain legal representation, as I did not know how I was going to find a hotel, housing for my dog and me. I asked Mr. Sopariwala for Mr. DeLapp, HVM CEO phone number. I heard him tell someone, he made sure that I have my dog. He returned and gave me Mr. Singh, the Area Manager's Number. Late in the day Mr. Singh returned my call. He stated I should speak with HVM/ESA attorney, HVM/ESA has a judgment against me. I informed him the court vacated the judgment because I do not owe HVM any money. Mr. Singh stated, you told the court that you are not a resident.

I left several voice messages at numbers I was given. A representative at HVM/ESA corporate office stated that HVM/ESA has a judgment against you, they locked you out for non-payment.

Despite my efforts and communication that the judgment was vacated, I continued to be locked out of my room. I was denied access to eat, shower, change clothes, for sanitary reasons, to get food for my dog, et al. My dog and me spent the night in the Hotel lobby. (3d Cir. (45) ¶ 5). On October 4, 2012 Mr. Sopariwala told me I was trespassing, I had to leave the lobby by 11 a.m. I asked for access to my room to get clothing, food for my dog, shower... Mr. Sopariwala stated Secaucus police must

escort me to the room. The officers stood in the doorway with the door open. I was humiliated, treated as a criminal, given no privacy. I got a few items. I was not allowed to shower, to change clothes.

I was traumatized, emotionally drained and trying to stay calm, to figure out what to do. I had not eaten, had not slept, my dog Apollo had not eaten since October 2, 2012. He was traumatized and would not eat anything I gave him.

I was in shock; operating like a zombie. I did not consider that I should have filed the action in Federal Court.

9. On October 17, 2012 Pet'r filed in the N.J. Super. Hud. Cty, Verified Complaint (App. Ex. 2), that discuss NJ Standards for cause of action (Id pp. 10 to 16), a Motion for preliminary injunction/TRO, and request for waiver of fees. I expected the N.J. Super. Hud. Cty. Standard for waiver of fees are the same as 28 U.S.C. § 1915, Proceeding in forma pauperis. Judge Costello denied my request stating, she does not believe that I am indigent she sees people who are more destitute than me. She offered a list of shelters. I had no choice but file in the DC court where damages are capped at \$15,000.

10. On October 19, 2012 Judge Costello also denied Pet'r Motion for Preliminary Injunction (**Transcript Compl. Ex. I**). Judge Costello stated, "I have to compliment

you on the paper work that you filed. It is accurate, thorough...I don't need you to repeat what you've said in your papers because I have read them, but if you would like to say anything on your behalf by way of argument I will hear you now. I think that you have pretty thoroughly set it forth. As the applicant has correctly cited the controlling case is, *Crowe v. Degioia* 90 N. J. 126 (1982)". Pet'r causes "certainly form the basis of Breach of Contract claim, an Intentional and or Negligent Infliction of Emotional Distress claim, Fraud, Deceit, possibly Consumer Fraud. That's why I assume you are asking for treble damages....**It is very clear that parties to a Contract are entitled to specific performance of the Contract**

and failing that you are entitled to money damages...your rights are unsettled they are simply subject to your burden of persuasion to the fact finder, whether you ask for a jury or not i did not review that portion of your complaint, **so your rights are settled just subject to the proofs...**It (LTLA) is specifically designated in two clear and unambiguous paragraphs by the parties that it is not their intention for this to be a lease or to create landlord tenant relationship. Therefore the protections normally afforded to Ms. Peterson under New Jersey Anti Eviction Statues do not attach". Judge Costello order states; "... Must file a written answer to the complaint and proof of service within 35 days of service of this order to show

cause... Reasons on Record". (App. Ex. 3). The "record" is, Transcript (Compl. Ex. I). Judge Costello informed Pet'r to file my complaint I must provide a physical address. I was not required to provide a physical address to file my

Motion for Order to Show Cause therefore requested the Rule. Superior Court of NJ Rule 1:04 states, "No paper shall bear an attorney's post office box in lieu of a street address". I also used a PO Box address when I re-filed my Complaint in the N.D. Ga., 14 CV 03528.

11. In Crowe v. Degioia, the N.J. S. Ct. granted Crowe preliminary injunction. The Opinion stated; "We begin by affirming that plaintiff is not entitled to alimony". "The power of a court to award alimony is purely statutory...Under the relevant statute, alimony may be ordered on an interim basis only in a "matrimonial action, which does not embrace an action on a contract between unmarried cohabitants".
12. Crowe and Peterson are, similarly situated. The "Relevant aspects" are **(1) both contract cases (2) Both eviction cases (3) both question if without statutory provision relief could be granted (4) crowe was not evicted, years after her request she was granted relief. Pet'r was evicted, denied relief.**
13. Pet'r not a citizen of New Jersey and believe the actions are violations of, 14th Amendment Due Process, and the Equal Protection Clauses.
14. Pet'r continued to believe I met the preliminary injunction Standards in the NJ

Controlling Case. Therefore, to try and understand the reason Judge Costello stated I did not, I did an analysis/comparison of my case to Crowe.

The Court in Crowe stated; “the trauma of eviction from one's home may well justify the intervention of equity. Neither an unwarranted eviction nor reduction to poverty can be compensated adequately by monetary damages awarded after a distant plenary hearing. I

believed my circumstances was consistent with the Crowe opinion, “A court may also intervene to protect the res from "destruction, loss or impairment, so as to prevent the decree of the court, upon the merits, from becoming futile or inefficacious in operation, and particularly so where it appears that the damage resulting to the complainant by a continuance of the status may prove to be irreparable." *Guangione v. Guangione*, 97 N.J. Eq. 303, 305 (E. & A... (Compl.

Aff. ¶¶ 56 to 60). My belief was strengthen, my case is parallel to the

irreparable harm discussed in the Court Opinion. Based on that, and

pursuant

to another NJ Supreme Court case, *D'Atria v. D'Atria*, 242 N.J. Super. 392,

401,

I believed the court errored, did not consider the parallels, evidence drawn.

15. On October 25, 2012 I filed a Motion for Reconsideration and a Letter Brief, (Compl.

Ex. J). I was told, unless I pay another fee I could not get a hearing on my

emergent motion that day, it is up to the judge if she will rehear an emergent

motion sooner than one month. Judge Costello November 26, 2012 Order (App. Ex.

4) stated; “Movant reiterates prior arguments arguing facial similarities between

this matter and Crowe...the facts of both cases are distinguishable, one being a

matrimonial matter, the other being a contractual dispute...” In comparison

of Compl. Exs. I and J, what was re-argument? See also the court Opinion Crowe

and Degioia were unmarried cohabitants, it was also a Contract case, same as

Peterson.

16. While at the Hudson County Court, I requested a copy of the Warrant of Removal that was issued on July 24, 2012 in LT 9118-12, the case HVM/ESA stated it has withdrawn. I was given, Summons, Verified Complaint with an address of "rental premises", and a Warrant of Removal, signed by Judge Costello, and Rupert Haller Clerk of Court, all addressed to me, Andrea Peterson, at 1 Meadowlands Parkway, Secaucus, NJ. Also in the file is a **Landlord** Verification that in part states, "the foregoing statement made by me are true and I am aware if any of the foregoing statements made by me are willfully false, I am subject to punishment". Dated: June 14, 2012. (Compl. Aff. ¶ 61).
17. HVM/ESA was required to file an answer to my complaint no later than November 30, 2012. On December 2, 2012 the Clerk of Court N.J. Super. Hud. Cty. entered Default. On December 18, 2012 pursuant to N.J. Super. Rule 4:43-1, that states a formal written request is required, I filed a Motion for Entry of Default Judgment (App. Ex. 5). On December 20, 2012 HVM/ESA filed a Motion to Vacate the Default judgment and allow the defendant to file an Answer out of time and dismiss Pet'r complaint for failure to state a claim pursuant of R. 4:6-2(e). Mr. Bressler Certification stated, "At this point I contacted the court as I was under the impression that the Special Civil Part matter was moot since plaintiff's application was denied and I mistakenly thought, based upon the verbiage in plaintiff's complaint, that there was only the issue of the preliminary injunction and did not file an answer to the Complaint". Mr. Bressler's certification did not inform the court the reason, as an attorney with knowledge of the court rules and procedures, he believed the court departed from its procedure/Rules a Complaint filed by a

litigant could be dismissed prior to service on the defendant. Nor did he state the reason he misunderstood Judge Costello's clear Order. (App. Ex. 3). Mr. Bressler did not claim/cite "excusable neglect", "Meritorious defense" pursuant to NJ Rule 4:50.

18. On December 24, 2012 I filed a Motion in Opposition to Defendant letter request to Vacate Judgment, that cited NJ Controlling Case Standards;

- a. Whether plaintiff will be prejudiced.
- b. Whether defendant has a meritorious defense
- c. Whether the default was a result of defendant

19. The N.J. Super. Default Instructions states, "Send completed form, with all attachments, to the Special Civil Part Clerk's Office. There is no filing fee for the request for default judgment." It further states, "After a default judgment has been entered in the court record, the Special Civil Part Clerk's Office will mail you a postcard that shows the date and amount of the judgment." On December 31, 2012 pursuant to NJ Default Instructions I filed all required documents, a transmittal letter, and the transmittal letter sent with my formal written request, **Motion for Entry of Default Judgment** on December 18, 2012 which completed all the NJ Default Instruction steps for the Clerk to enter Judgment and send a Post Card with the damages. On January 7, 2013 the court confirmed receipt, stated the Clerk of Court, Rupert Haller must sign the judgment for the "sum certain" damages, that it would be processed in five (5) days and the Post Card sent.

20. On January 18, 2013 I was told HVM/ESA Motion to Vacate was granted, and that my Motion for Entry of Default was denied as moot. The Order states, "Default is entered by the Clerk and was done so on December 3, 2012 – denied as moot". What

is the reason the Clerk sent a procedural motion to the judge. Resp'ts did not meet the NJ Controlling Case, *Marder v. Realty Construction*, 84 N.J. Super. 313 (1964), standards, discussed above. My Motion for Reconsideration was filed on February 11, 2013. On February 15, 2013 the court informed me Judge Costello denied my fee waiver request, my Motion for Reconsideration requires \$30 and would be returned. Over a week later I had not received the motion, I left to travel to New Orleans for major surgery. I called the post office who stated they received a large envelope, it was postmarked February 19, they agreed to return it to the court. For almost a month the motion was missing. (3d Cir. (45) Ex. B), multiple examples of missing, delayed mail, both in the N.J. Super. Hud. Cty, and the D.N.J. See also (45) p. 6, 21 pages missing from an exhibit, "Housing Denials), refiled Id Exhibit A). On March 19, 2013 the court informed me the afternoon of March 13, 2013 my Motion for Reconsideration was received.

21. On March 26, 2013 Judge Costello denied my Motion for Reconsideration. The Order stated, "Dissatisfaction with a ruling is not sufficient basis for the court to reconsider its ruling. D'Atria at 401. the purpose of reconsideration is not "to re-argue the motion that, has already been heard for the purpose of taking proverbial second bite at the apple." *State v. Fitzsimmons*, 286 N.J. Super. 111,147 (App. Div. 1995). In this case, there is nothing to justify reconsideration of the Court's prior Order Vacating Dismissal. Movant has not provided any grounds under Rule 4:49 upon which the relief requested may be granted. Motion is DENIED."

D'Atria also states, "Reconsideration should be utilized only for those cases which fall into that narrow corridor in which either 1) the Court has expressed its decision based upon a palpably incorrect or irrational basis, or 2) it is obvious that the Court either did not consider, or failed to appreciate the significance of probative, competent evidence".

Discussion Pet'r Motion for Reconsideration included question, was my Opposition Motion timely received by the Court on December 26, 2012 heard. The reason for the question, Rocco Sconzo of the Law Division nor me could find my Motion in

Opposition to Defendant's Motion to Vacate, in the court's record system, or on the Court's Public Access website. Facts it was not a "second bite at the apple", Pet'r opposition Motion was not heard. Moreover, was "excusable" Mr. Bressler did not read the "record" the order stated.. Is perjury, intentional lying to file cases, "excusable". What is Resp't "meritorious case", and does that mean Pet'r does not have the meritorious case, Judge Costello stated, "certainly form the basis of Breach of Contract claim, an Intentional and or Negligent Infliction of Emotional Distress claim, Fraud, Deceit, possibly Consumer Fraud... and was Pet'r prejudiced.

22.N.J. Super. Rules 4:13, 4:14, 4:15 states; depositions should be scheduled at a time convenient for all parties, that the parties may stipulate that depositions may be taken at any time, place and manner that the parties stipulate and, that deposition may be taken by written instrument. Had Mr. Bressler responded to Pet'r February 20, 2013 email stated, "As your clients and your actions among others have reduced me to poverty, I will request that any deposition is done by more cost effective means such as by telephone, videoconferencing, etc. Please let me know if you have a preference and I will include it in my request to the Court", he would have known Pet'r was in New Orleans for major surgery on February 28, 2013, the date he unilaterally set, Pet'r financially devastated by Resp't participation in the Racist Plan to bankrupt me, make me Resident, I must return to N.J. for a deposition. See (150) Ex. D) referencing Judge Costello Order, within 30 days I must prosecute the case I filed, respond to "reasonable" discovery requests. I again requested Mr. Bressler stipulate to, written deposition and provided dates. (Compl. Affi. ¶¶ 101,

104). Mr. Bressler did not respond to my emails, my calls. Pet'r requested Judge Costello, Harrington (correction from Farrington) schedule a Case Management Conference. Instead, the case was reassigned to Judge Santiago who did not schedule the Conference. Consistent with actions, I must be Resident he verbatim, without edit, entered HVM/ESA "proposed order" dismissed Pet'r case without prejudice, "The party (plaintiff) whose pleadings is stricken may file a Motion to restore that pleading within 30 days of receiving this Order after attending and submitting to a deposition at the offices of Bressler-Duyk Law Firm in Edison, New Jersey and paying \$100.00 to the Court Clerk, or within 90 days of receiving this Order after attending and submitting to a deposition at the offices of Bressler-Duyk Law Firm in Edison, New Jersey and paying \$300.00 to the Court Clerk. See R.4:23-5(a)." (Order, App. E). Pet'r motion in opposition was "stricken", and an X placed next to, "Unopposed" on the order. Again, denial due process, and equal protection under the law. Resp't was not ordered to comply with the Rules.

23. Pet'r is not legally trained, it was only on statement by an attorney I could refile the case In Federal Court, on about October 16, 2013 Pet'r refiled the action in the N. D. Ga., 13 CV 03417. Pet'r was granted, in former pauperis (9). On February 23, 2015 Judge Story Order (App. D) discussed the court did not have jurisdiction. Following an inquiry into whether the court has personal jurisdiction of the defendant, judge story stated, "Defendants Centerbridge Partners LP, Paulson & Company, and Blackstone Real Estate Partners VI all appear to be citizens of New York and Delaware with no alleged contacts with Georgia. (See Compl., Dkt. [10] at 7-9.) Moreover, it is unclear what alleged wrongs these hedge funds and private-equity

firms committed against Plaintiff. In short, the Court has no personal jurisdiction over these Defendants in this action...". (see footnote 1). The court transferred Pet'r case to the District Court of New Jersey pursuant to 28 U.S.C. § 1406(a).

24. Judge McNulty, D.N.J., 14 CV 03417, March 3, 2016 Order (52) App. B);

"ORDERED that defendants' motion to dismiss (Dkt. No. 32) is GRANTED IN PART AND DENIED IN PART, as follows:

- (1) Certain defendants' 12(b)(2) motion based on lack of personal jurisdiction is GRANTED. The complaint is DISMISSED in its entirety as to the investors, defendants Blackstone, Centerbridge, and Paulson.
- (2) As to defendants' 12(b)(6) motion with respect to claims against ESA and HVM
 - a. The motion is DENIED as to Plaintiff's claims of breach of contract, breach of the covenant of good faith and fair dealing, malicious prosecution/abuse of process, and intentional infliction of emotional distress. These claims as to ESA and HVM only remain in the case.
 - b. The motion is GRANTED as to the claims of fraud, defamation, and false light. These claims are DISMISSED without prejudice.

The motion is GRANTED as to the RICO and civil rights claim. These claims are DISMISSED without prejudice to a motion to file an amended complaint within 30 days".

25. Resp't defaulted a third time, it did not file answer by the date it was granted a second extension, April 16, 2016. Pet'r Motion for Default (70) filed on April 22, 2016 was held. On April 29, 2016 the Clerk Quality Control message stated, **"Please be advised that the Request for Default [70] submitted by Andrea Peterson on 4/29/2016 cannot be granted as requested pending a decision in regards to [67] Defendants' letter request for an extension of time to file an answer".** (3d Cir. (45)¶ 4).

26. Pet'r case was filed October 2012. Request for the Record (65), that includes, the 4 LT actions Resp't filed, the Verified Complaint (App. Ex. 2. pp.10-16), that discuss New Jersey Standards for Fraud, Preliminary Injunction, cases in support, and Motion for Entry of Default Judgment (App. Ex. 5), were denied (68). Denied also;

US Marshal service of subpoenas, "inexpensive determination", (Fed. R. Civ. P. 1), written deposition specifics, as Magistrate Judge Mannion granted, Bryant v Wasick Civil Action No. 13 CV 02818, District Court N.J. Denied also, discovery from Resp't "former employees" and attorney, Mr. Hupalo, Mr. Singh, Mr. Sopariwala, Mr. Bressler, cause of the actions Pet'r complains.

27. Resp't did not answer Pet'r Request for Admission for over 28 days past the 30 days Fed. R. Civ. P. 36 requires response. Resp't attorney claim, he thought the 30 days was reset when the court changed the Schedule Plan. Pet'r Motion R for A Be Deemed Admitted (104) was denied, the court stated it wanted to hear the case on the merits. (116). It was the 4th time, see ¶¶ 21, 25, Resp't late filing was "excusable neglect", and or the court wanted to hear Resp't case on the merits. See ¶ 21 questions; what was excusable, meritorious about Resp't actions, and was Pet'r prejudiced.

"While excusable neglect is "a somewhat `elastic concept' and is not limited strictly to omissions caused by circumstances beyond the control of the movant," the pattern of defaults in this case demonstrates the type of "inadvertence, ignorance of the rules, or mistakes construing the rules" that is not excused. Pioneer Investment Services, Co. v. Brunswick Assoc. L.P., 507 U.S 380, 392 (1993) (quoting 4A Charles Alan Wright, Arthur R. Miller, Federal Practice and Procedure, § 1165.

28. Almost 50% Resp't response stated, "Defendant cannot admit or deny the

allegations in this request because they reference a document that is not in the possession, custody, or control, of Defendants". Or, "Defendants cannot admit or deny this request because Mash Sopariwala (same for, Mr. Singh, Mr. Hupalo, Mr. Bressler) is no longer an employee of Defendant". Therein among questions; who, what was Resp't source of information when it did not answer as discussed above.

29. Magistrate Judge Clark ordered Pet'r make a "reasonable" settlement offer not to exceed \$100,000 (150) ¶ 2(a), the court would consider Resp't request for settlement discussion. It was a verbal order not stated in the order filed following the

teleconference. Pet'r Motion Defendant Make Settlement Offer (130), was denied (133). Interesting Resp't had legal basis for the Summary Judgment Motion (141) it filed less than a month and a half later. (3d Cir. (34) p. 9, ¶ C).

30. Pet'r discovery requests were pursuant to Federal rules of civil procedure 26, 56, the scope as discussed *Oppenheimer Fund, Inc. v. Sanders*, 437 U.S. 340, 57 L. Ed. 2d 253, 98 S. Ct. 2380 (1978).

31. Pet'r obtained no discovery from any of the four former employees. See (3d Cir. (34), pp. 5 to 10, Subheading, "De Nova Review, A. Discovery "Material Facts" was denied/not granted"), and (131, Ex. B), "Chrono Discovery" that summarized Discovery requests for over one (1) year were not granted, or denied.

32. Pet'r Motion for Extension to File Response Defendant's Summary Judgment Motion (142) stated objective, To determine if Pet'r was required to respond, and recited Fed. R. Civ. P. 56(d) "When Facts Are Unavailable to the Nonmovant. If a nonmovant shows by Affidavit or Declaration that, for specified reasons, it cannot present facts essential to justify its opposition, the court may...". Pet'r Motion for Extension, pages 4, 5), stated, Motions, Rule 72 (131), that includes "Chrono Discovery", and Motion to Strike (137) are my Declarations, request the court grant discovery requests, and adequate time to obtain the discovery. Magistrate Judge Clark Order (143) denied (137) motion to strike, and "terminated" (142) Motion for Extension... the discovery requests discussed Pet'r Declaration was not granted.

33. Resp't Motion for Summary Judgment (141) was granted by the court (151).

34. Pet'r filed Appeal to the U.S. Court of Appeal for the Third Circuit, Appeal No: 19-1248. The Third Circuit Order (51) granted Resp't letter (50), "dismiss appellant

appeal, due to her continued and repeated failure to comply with its prior orders and deadlines”, and denied Pet’r Motion for Reconsideration (49) of the denial attorney, and/or that Pet’r prior pleadings be considered as Pet’r brief. The reason for Pet’r requests, for attorney, that prior pleadings be considered as Pet’r brief, is **on about January/February 2019 following a year of increased compounded stress Pet’r vision issues suddenly began.** See Exhibit A of Pet’r “Application” for additional time, that summarized the conflicting challenges, and attempts to obtain diagnosis. In January 2022 a Neuroophthalmologist diagnosed the issue as, psychiatric caused by stress, trauma, bottled emotions and recommended Pet’r see a Psychiatrist/Neuropsychiatrist. Objectives 2 and 3, of Exhibit A, discuss despite dozens and dozens of calls Pet’r has not obtained an appointment, therefore requested Aetna Insurance comply with Medicare Rule, CFR 422.112 Access to Services, I may see, at no increased cost to me, an out of network Neuropsychiatrist, who specializes in stress, trauma. Because of the handicap that resulted, on March 26, 2019 Pet’r filed a Motion for Case Delay, to insure Due Process, petitioner paid a person to transcribe the Motion. It discussed, Pet’r sudden strange, contradictory eyesight changes numerous times a day, what appears to be hacking in my computer and or, how file names were changed, ATT added, questioned link to over 8 times attempts to obtain corrective breast surgery and reason I was told “power” is required for a procedure mandated by the Woman’s Health and Cancer Rights Act. (Page 37 has the link to my request, the Innspector General H&HS investigate). Pet’r requested the courts assistance it order various forms of injunctive relief. Therefore, yes it was required Pet’r request extensions.

Resp't letter, an emotional rant with no facts, stated Pet'r caused a two-year delay. To show Resp't caused greater than a 3 year delay, Pet'r motion (45) ¶¶ 1 through 5 discussed equality of treatment, e.g., Resp't 3 times defaulted, it stated the reason it's response to Request for Admission was 28 days over the 30 days Rule 36 requires is it believed when the court modified the discovery schedule plan the court could change Fed. Rules Civ. P. Discussed SC ¶ 23, but **for, Resp't unequal treatment, Pet'r asserts Resp't should have been ordered to comply with Super. N.J. Rules, rather than as a sanction, dismiss Pet'r case, which resulted in the case delay from 2013 to 2016 when Judge McNulty issued order on Resp't 12(b) Motion to Dismiss. Moreover, because of Covid, all of 2020 and a significant portion of 2021, the entire Country was shut down, Pet'r had no access to legal resources. Because of my handicap Pet'r was unable to comply with the Order (48), that directed Pet'r, within 10 days file a brief and appendix. Pet'r, Petition for Panel Rehearing (61) ¶ 4(a) stated, "But for the eyesight challenges, described appellant Motion for Reconsideration of Denial of Attorney and/or Motion Appellant Prior Filings are Considered as Appellant's Brief, appellant would have filed a brief. Appellant had no eyesight challenges prior to January/February 2019! The sudden start eyesight challenges was coincidental with due dates of filings in this court, another court". Id ¶5.**

"Appellant Motion for Order and Stay (34), subheading "De Nova Review, A. Discovery "Material Facts" was denied/not granted", pp. 5 to 10, and Amended, Appellant Reply

Appellees Response in Opposition to Appellant Motion for Order and Stay (45), are the primary prior motions appellant requested be considered as appellant brief". Pet'r was told US Federal Courts, District, Appellate, Supreme Court, are not required to comply with the Americans with Disabilities Act, provide accommodation. It is cause for one of Pet'rs "Questions Presented".

REASONS FOR GRANTING THE PETITION

The violations of Pet'r Rights of Due Process, Equal Protection, discussed pleadings, Statement of the Case "SC", are among the reasons the Supreme Court should grant this Petition. It will answer the question Pet'r Motion (117); Is pursuant to the Constitutional Amendments of the United States of America, Pet'r entitled to, (1) Due Process, and to (2) Equal Protection of the Law? And, reasons for actions, decisions, motive/intent, Id ¶¶ 1 to 37.

"Due process of law" requires an evaluation based on a disinterested inquiry pursued in the spirit of science, on a balanced order of facts exactly and fairly stated, on the detached consideration of conflicting claims, and on judgment not ad hoc, and episodic but duly mindful of reconciling the needs both of continuity and of change in progressive society". Rochin v California, 342 U.S. 165, 72 S. Ct. 205, 96 L. Ed. 183, 25 A.L.R.2D 1396 (1952).

Appalled by the Constitutional violations, and because Pet'r handicap prevented me from compliance with court rules, Pet'r July 8, 2019, and December 5, 2019 follow up correspondence to John Lynch, Chief, U.S. Department of Justice, Criminal Division, Computer Crime and Intellectual Property, requested, to achieve Due Process; fair, impartial, objective hearing, my cases are taken over by the U.S. Justice Department, and that de novo review is done. Pet'r also requested Justices Alito, and Thomas, who were copied, assurance my cases will be heard consistent with Laws and Constitutional Amendment guarantees.

"LITIGATION PRIVILEGE" OR FRAUD

Resp't former employees, Mr. Bressler, Mr. Hupalo, violated the N.J. Common Law Fraud Statute. (See Standards, Verified Compl. (App. Ex. 2 pp. 13, 14), caused Pet'r denial of fundamental Due Process rights; Notice and Hearing, Notice of the proposed action, Notice of the grounds asserted for the proposed action.

"The essence of due process is the requirement that a person in jeopardy of serious loss [be given] notice of the case against him and opportunity to meet it." Mathews v. Eldridge, 424 U.S. 319, 349, 96 S.Ct. 893, 47 L.Ed.2d 18 (1976).

With knowledge their attestations were false, Pet'r was in arrearage, while they accepted Pet'r payments

in full, hence knew what Pet'r address/room number was. (Compl. Ex. B). Resp't signed under penalty of perjury to file, not in the course of litigation, 2, Landlord Tenant actions, LT 009118-12, 1 Meadowlands Parkway, room 507, Secaucus, NJ, and LT 011864-12, 1 Plaza Dr., Room 504, Secaucus, NJ, within 2 months, at 2 different addresses/Room numbers, (neither Pet'r's), they unquestionably knew Pet'r did not occupy hence Pet'r would not be served Process, and obtained Judge Haller Clerk of Ct., signatures on Warrants of Removal. Delilah, N.J. Super. Hud. Cty., informed Pet'r, then defendant, there was no appearance by the defendant in LT 009118 12, a Warrant of Removal was issued. Delilah stated the Summons was on July 9, 2012, there is no record of the form of Service. (Compl. Ex. C, page 1 and ¶¶ 4 to 8).

The court Opinion (51) pp., 11, 12, 18 to 28, asserted Resp't fraudulent actions (SC ¶¶ 3 to 9), are protected by N.J. Litigation Privilege, is not fraud. Whereas Judge Costello, following review of Pet'r Verified Complaint (App. Ex. 2, pp. 13, 14) discuss

NJ Standards for common law fraud. stated Resp't actions were, "fraud, consumer fraud, that's why I assume you are asking for trouble damages". (Compl. Ex. I). **It appears the opinion also states, Resp't posting of a Notice, addressed to 1 Plaza Dr., Room 504, was the 30 day written notice the LTLG/Implied in Fact Contract required.**

If not fraud, what is the reason at the October 2, 2012 Show Cause Hearing Judge Rogers reviewed Pet'r, 13 consecutive months payment in full, September 2011 through September 2012, and told Mr. Bressler, HVM/ESA had no right to obtain the Judgments it did. Judge Rogers vacated the default judgment in LT 009118 12. Mr. Bressler stated LT 009118-12, was withdrawn. (SC ¶ 7).

Third Circuit, and New Jersey Supreme Court case states, lies and perjury are not protected under litigation privilege. In *Williams v. BASF CATALYSTS LLC*, 765 F. 3d 306 (3rd Cir. 2014), the court stated, "Nonetheless, the District Court dismissed the claim on the ground that New Jersey's litigation privilege foreclosed liability for any statements made in the course of asbestos-injury litigation. New Jersey's so-called litigation privilege functions as a form of civil immunity: it "generally protects an attorney from civil liability arising from words he has uttered in the course of judicial proceedings." (In other words, not to create a case to file legal action, and under penalty of perjury lie to obtain judgments, as Resp't did to Pet'r, the cause Pet'r filed the legal action. *Loigman v. Twp. Committee of Twp. of Middletown*, 185 N.J. 566, 889 A.2d 426, 433 (N.J. 2006). The privilege reflects "the need for unfettered expression" in adversarial proceedings. *Hawkins v. Harris*, 141 N.J. 207, 661 A.2d 284, 287 (N.J. 1995). Cahill and BASF urge the Court to extend the privilege to the false statements and evidence given to Williams and the other plaintiffs. We decline. New Jersey's Supreme Court has interpreted the privilege to "protect attorneys not only from defamation actions, but also from a host of other tort-related claims." *Loigman*, 889 A.2d at 436. But New Jersey's Supreme Court has never recognized the litigation privilege to immunize systematic fraud, let alone fraud calculated to thwart the judicial process. Thus, we are "charged with predicting how that court would resolve the issue." See *Illinois Nat'l Ins. Co. v. Wyndham Worldwide Operations, Inc.*, 653 F.3d 225, 231 (3d Cir. 2011). We believe that New Jersey's Supreme Court would not extend the privilege to this claim. First, the complaint describes conduct that impairs New Jersey's goals for the litigation privilege. "One purpose of the privilege is to encourage open channels of communication and the presentation of evidence in judicial proceedings." *Hawkins*, 661 A.2d at 289 (quotation marks omitted). Another is to afford

parties "an unqualified opportunity to explore the truth of a matter without fear of recrimination." *Id.* at 289-90. Here, the claim is that lawyers and litigants actively frustrated the search for the truth and purposefully misled their adversaries. The purposes of the privilege are never served by allowing counsel to practice deceit and deception in the course of litigation, nor by permitting counsel to make false and misleading statements in the course of judicial proceedings. Indeed, when this kind of misconduct has occurred in the past, policy considerations have weighed against extending the privilege. In *Matsuura v. E.I. du Pont de Nemours & Co.*, for example, the Supreme Court of Hawaii confronted claims that DuPont and its attorneys withheld inculpatory chemical evidence from their adversaries and caused them to settle their claims. 102 Haw. 149, 73 P.3d 687, 689-92 (Haw. 2003). The Court decided that the law's interest in resolving disputes fairly and on the merits outweighed the competing interest in placing judgments or parties beyond reproach. See *id.* at 700. Although New Jersey's **litigation privilege** is similarly concerned with "giving finality to judgments, and avoiding unending litigation," *Hawkins*, 661 A.2d at 292, we think New Jersey would follow Hawaii's approach on these facts. The practice of allowing attorneys and litigants to use unfettered expression to make their cases is to serve the courts' truth-seeking function; it is not the goal in itself. **Thus, when, as here, defendants have uttered words that prevent a fair proceeding, the litigation privilege provides no relief.** See also, *Loigman v. TP. COMMITTEE OF MIDDLETOWN*, 889 A. 2d 426 - NJ: Supreme Court 2006, In denying the motion, the court determined that "intentionally lying to a tribunal for the purpose of excluding a person from a public proceeding was a deprivation of a constitutional right, and was not privileged conduct."

See also "Although the public policy served by the absolute privilege immunizes the defamer from a civil damage action, the privilege does not protect against professional discipline for an attorney's unethical conduct. *Ruberton v. Gabage*, 280 N.J. Super. 125, 134, 654 A.2d 1002 (App.Div. 1995); *Kirschstein v. Haynes*, 788 P.2d 941, 950-51 (Okla. 1990). Nor does the privilege protect a witness or party who testifies falsely from a perjury prosecution. *Kirschstein*, *supra*, 788 P.2d at 950-51. "Remedies for perjury, slander, and the like committed during judicial proceedings are left to the discipline of the courts, the bar association, and the state." *Wright v. Yurko*, 446 So.2d 1162, 1164 (Fla. Dist. Ct. App. 1984).

DENIAL PRELIM. INJ., A SIMILARLY SITUATED PERSON WAS GRANTED

N.J. Controlling Case for preliminary injunction is, *Crowe v. Degioia* 447 A. 2d 173 - NJ: Supreme Court 1982. In Order statements, Pet'r was not irreparably harmed, and Pet'r was not a resident/tenant there was not an Anti-Eviction Statute, Pet'r was twice denied relief, a similarly situated person was granted, Oct. 2012 Sup. Ct. Hud. Cty. (Compl. Ex. I), and June 2016 D.N.J (49).

Judge Costello, Sup. Ct. Hud. Cty., stated; **"Irreparable harm is harm that money damages cannot address and cannot provide make the plaintiff whole. I don't find that to be present in this case. The multiple harms that ms. Peterson has set forth in her papers. Clearly and cogently in her complaint and her supporting affidavit as well as her presentation here today are nothing that can't be addressed by money damages.** These harms are certainly actionable at law. They certainly form the basis of breach of contract claim, an intentional and or negligent infliction of emotional distress claim, fraud, deceit, possibly consumer fraud. That's why i assume you are asking for treble damages. None of which is irreparable, or can't be readdressed by monetary damages..."The Crowe Opinion stated; "the trauma of eviction from one's home may well justify the intervention of equity. Neither an unwarranted eviction nor reduction to poverty can be compensated adequately by monetary damages awarded after a distant plenary hearing". Further, "harm is generally considered irreparable if it cannot be redressed by monetary damages. In certain circumstances, severe personal inconvenience can constitute irreparable harm injury justifying issuance of injunctive relief. Hodge v. Giese, 43 N.J. eq. 342, 350 (hc. 1887), "A court may also intervene to protect the res from "destruction, loss or impairment, so as to prevent the decree of the court, upon the merits, from becoming futile or inefficacious in operation, and particularly so where it appears that the damage resulting to the complainant by a continuance of the status may prove to be irreparable." Guangione v. Guangione, 97 N.J. Eq. 303, 305 (E. & A. 1925). See Naylor v. Harkins, 11 N.J. 435, 446 (1953); Christiansen v. Local 680 of the Milk Drivers, 127 N.J. Eq. 215, 219-20 (E. & A. 1940).

Judge Costello stated; the Statutory protection under N.J. Anti Eviction laws is not available to Pet'r because Pet'r is not a tenant/resident. The Opinion stated; "We begin by affirming that plaintiff is not entitled to alimony. Kozlowski v. Kozlowski, supra, 80 N.J. at 383. The power of a court to award alimony is purely statutory, and alimony may be awarded only in a matrimonial action for divorce or nullity. O'Loughlin v. O'Loughlin, 12 N.J. 222, 229, cert. den., 346 U.S. 824 (1953). Under the relevant statute, alimony may be ordered on an interim basis only in a "matrimonial action," N.J.S.A. 2A:34-23 (Supp. 1981-1982), which does not embrace an action on a contract between unmarried cohabitants. See R. 4:75." The opinion further stated; "The unavailability of statutory alimony pendente lite, however, does not foreclose all temporary relief. To the contrary, New Jersey has long recognized, in a wide variety of contexts, the power of the judiciary to "prevent some threatening, irreparable mischief, which should be averted until opportunity is afforded for a full and deliberate investigation of the case." Thompson, Attorney General v. Paterson, 9 N.J. Eq. 624, 625 (E. & A. 1854).

The court Order (49) stated, "Peterson argues that this Court should apply the standard for issuing preliminary injunctions under New Jersey state law, rather than the standard under federal law. I disagree". The Order quoted the Third Circuit in Instant Air

Freight Co. v. CF Air Freight, Inc., 882 F. 2d 797 (1989) and stated. "We utilize a federal standard in examining requests to federal courts for preliminary injunctions ...[A]lthough the right upon which this cause of action is based is state-created, Rule 65(a) of the Federal Rules of Civil Procedure contemplates a federal standard as governing requests addressed to federal courts for preliminary injunctions." The order thereafter cited Federal procedural law, and federal cases and stated that plaintiff did not meet the Federal Standard.

In Thabault v. Chait, 541 F. 3d 512 (3rd Cir. 2008) citing Commonwealth of Pennsylvania v. Brown, 373 F.2d 771, 777 (3d Cir.1967) the court stating in diversity cases, "where the applicable rule of decision is the state law, it is the duty of the federal court to ascertain and apply that law, even though it has not been expounded by the highest court of the state".

It appeared, the order citing Instant Air Freight conflicted with the Third Cir. In Thabault v. Chait. Pet'r now understands, win the breach of contract is governed by a specific new jersey statue (such as a franchise or anti-trust statute) the statute itself would determine the injunction standard".

In Popular Leasing USA, Inc. v. Forman, Dist. Court, D. New Jersey 2009 the court cited the 3rd Circuit. A "controlling question of law" includes any "order, which, if erroneous, would be reversible error on final appeal." Katz v. Carte Blanche Corp., 496 F.2d 747, 755 (3d Cir. 1974). Pet'r asserts the court errored when it's applied Federal standards.

In S & R Corp. v. Jiffy Lube Intern. Inc., 968 F. 2d 371 (3rd Cir. 1992), the court stated, The second factor a district court must consider before granting a preliminary injunction is the extent to which the plaintiff will suffer irreparable injury if such relief is denied. Grounds for irreparable injury include loss of control of reputation, loss of trade, and loss of goodwill. Opticians, 920 F.2d at 195. Lack of control amounts to irreparable injury regardless of allegations that the infringer is putting the mark to better use. Id. at 195-96. Irreparable injury can also be based on the possibility of confusion. Id. at 196.

The order further stated, A.)"I find that Peterson has not made a showing of irreparable harm". B.)"She does not seek to prevent an eviction; that occurred long ago". "First, Peterson has not argued, say, that she will be ejected from her home absent an injunction. She alleges that the lockout occurred over two years ago, on October 3, 2012. Only on the first night of the lockout, when Peterson reports she stayed the night in the hotel's lobby, does it appear that she was without accommodations. (See (72)¶¶ 42 to 52) the court assertions and Pet'r response. C.)"The chief injury of which plaintiff complains is an eviction from premises in New Jersey". The New Jersey S. Ct in Crowe did not state Crowe was threaten with eviction 2 years prior to its order that granted her preliminary injunction, and state, that was long ago. Moreover, despite that Pet'r met all the Crowe Standards in 2012, 2015 Pet'r was denied relief.

In Crowe v. DeGioia 176 N.J. Super. 36, quoting Hague v. Warren, 142 N.J. Eq. 257 (E. & A. 1948), the court stated, "It is sometimes said that the grant of equitable relief is a matter of grace. If by "grace" is meant "favor," such may have been the rule when Chancery was incubated. But under constitutional guarantees of equal protection and due process of law, it can hardly be supposed that the grant or denial of equitable relief may rest upon fancy or favor. All litigants in equity are entitled to the same result in identical situations, and the claim to that result has the statute of a right. " For if the constitutional provision 'due process of law' or as it is sometimes called, 'the law of the land' or, as the English phrase it, 'the rule of law,' means anything, it should mean equality in the determination of the rights of those affected." Grobholz v. Merdel Mortgage Investment Co. (Court of Errors and Appeals, 1934), 115 N.J. Eq. 411, 415 [at 262]".

Both Crowe and Pet'r are Contract cases not protected by Statute. Crowe was not irreparably harmed by eviction, had grown children she could rely on for support, she had the financial resources to pay two attorneys over \$55,000. Crowe was granted preliminary injunction 2 ½ years after her application. Pet'r cannot afford to hire an attorney. Pet'r was denied relief.

The court stated he saw no correlation Pet'r financial issues and Resp't fraud. He argued HVM/ESA returned the check for \$900 Pet'r paid for October 2012 consideration, that Pet'r stayed in 1, if not 2 hotels. (72) ¶¶ 71 to 76). Is the court's suggestion that with \$900, Pet'r could, with no notice, in one week, find and rent an apartment, pay security deposit, one month rent in advance, pay cost of moving, and pending that Pet'r did not, require housing, to pay hotels, or Pet'r could have stayed in one of the shelters on the list Judge Costello offered (3d Cir. (45) p. 6 ¶ 2(b), and IdEx. A Housing Denials). For the second time Pet'r was denied relief.

In similar assertion, Resp't attorney Mr. Lovelace, demanded an unspecified number of Pet'r bank statements, he could evaluate why Pet'r did not continue payment of Pet'r bills, storage after Resp't eviction, he called it "removal". The math is simple; the loss of the \$900 bargain rate Pet'r contracted with HVM/ESA, and based on discovery HVM/ESA58 Resp't 2009 email that listed the lowest priced hotels, the lowest priced hotel more than doubled my housing cost. Moreover, in December 2012, following Resp't default, Pet'r served on Resp't "Sum Certain" damage receipts sent to N.J. Hud. Cty. In addition, Pet'r had in discovery provided a link to Pet'r Credit Drop Box that includes; from 2008 to November 2012, prior to HVM.ESA eviction, Pet'r actual CRA credit reports, credit scores of e.g., 788, 798, 791, show all creditors, "pays, paying as agreed". Conclusive proof Pet'r historically paid all bills on time. Therefore, what did Mr. Lovelace think is the cause of the anomaly, on about December 2012, February 2013, Pet'r could no longer continue established history of payments as agreed? Furthermore, Pet'r expected it would be a repeat, it was, of, DeZara, Avalon FASR or another specialty credit reporting agency would Report the Landlord Tenant actions, "blacklist" me again. In fact, because of

negative notations, Pet'r was again denied for housing, even an RV. Discovery, HVM/ESA90 to 93, established Pet'r was denied even for an 80/20 apartment at \$500.00 per month. Accordingly, Pet'r questioned, intent Mr. Lovelace required Pet'r private bank statements. (123) ¶¶ 3 to 39).

WAS "EQUALITY" RESP'T WAS NOT REQUIRED TO COMPLY WITH RULES

Judge Santiago, N.J. Super. Hud. Cty., gave Resp't greater protection of the law when he did not hold the Court Conference that Pet'r had requested of Judges Costello, Harrington, when he did not require Resp't comply with N.J. Super. Rules. Rather, Pet'r was sanctioned, Opposition Motion stricken, case dismissed, ordered to return to N.J. for deposition. The decision was "tantamount to a denial of Hearing of due process... Pet'r financially challenged by respondent actions could not afford the cost of travel and accommodations in New Jersey. The reason for so severe sanctions, Pet'r complied with superior court N.J. Rules 4:13, 4:14, 4:15 that states; depositions should be scheduled at a time convenient for all parties, that the parties may stipulate that depositions may be taken at any time, place and manner that the parties stipulate and, that deposition may be taken by written instrument. The question must be asked; what is the reason respondents were not sanctioned, ordered to comply with the rules. It is yet another example there was no equality of treatment in the case. Discussion SC ¶ 22, Resp't did not respond to Pet'r emails that stipulated to written deposition, and had Mr. Bressler conferred prior to unilaterally set a date petitioner would have informed him I would be in another state for surgery on that date. (Compl. Aff. ¶119)

"Though the law itself be fair on its face and impartial in appearance, yet, if it is applied and administered by public authority with an evil eye and an unequal hand, so as practically to make unjust and illegal discriminations between persons in similar circumstances, material to their rights, the denial of equal justice is still within the prohibition of the Constitution". (118 US 356 (S. Ct. (1886).

STANDARDS, SUMMARY JUDGEMENT WERE NOT MET

No discovery was obtained from Resp't now former employees, Mr. Hupalo, Mr. Singh, Mr. Sopariwala, Mr. Bressler, discussed in the foregoing, cause of the actions this petition complains. Resp't response Request for Admission stated, "Defendants cannot admit or deny this Request because Mr. Sopariwala (same for Mr. Bressler, Mr. Singh, Mr. Hupalo) is no longer an employee of Defendants". (SC ¶ 27), and "Chrono Discovery" "CD", (131) Ex. B, a chronology that shows facts; dates, motions/Dkt. Nos., letters, Pet'r requested discovery, and orders, for over one year were not granted.

The Opinion (51) p. 16 states, "To be certain, these allegations are under developed, and even with my liberal construction, they are thin", pp. 16, 25, 28 states, "... they are thin" (I apologize I cannot cite verbatim, my eyesight issues (see "Application" for additional time) have worsen. Therein the court statements establish discovery of Resp't former employees was required. Necessary also to learn their motive, intent of their fraudulent actions, discussed in the foregoing are not protected by N.J. Litigation Privilege.

Pet'r March 30, 2016 letter to Michelle Smith (58.1), Clerk of Court N.J. Super. requested she forward the "record" to the D.N.J. it must be reviewed with the court consideration of Resp't 12(b)(6) Motion to Dismiss, and cited cases in support. Pet'r was first informed the records would be sent in 4 to 6 weeks. However, was later advised, "Most special Civil Part records (DC, SC, LT) dockets" are not available, I must obtain the records from the N.J. Super. Hud. Cty. informed me the records are not available. Pet'r Motion for Record (65), was denied. (68).

Pet'r requested "inexpensive determination" pursuant to Fed. R. Civ. P. 1, was not granted. Beginning January 2017, to achieve, "inexpensive determination" Pet'r 7 times requested written deposition specifics (CD pp. 2 to 8), as Magistrate Judge Mannion D.N.J. granted, *Bryant v Wasik*, 13-CV-02818. Pet'r requests was not granted.

In granting the specifics, Magistrate Judge Mannion order stated, "...the Court finds that a court reporter is not required for Mr. Bryant to depose the Defendants by written questions. First, Mr. Bryant is proceeding in forma pauperis and thus he clearly cannot afford the expenses associated with oral depositions. To require Mr. Bryant to obtain and pay for a court reporter would not only eliminate an affordable discovery method but would also defy common sense". "...Finally, the parties are advised that Rule 1 was recently amended to require all parties "to secure the just, speedy, and inexpensive determination of every action and proceeding."

Pet'r Motion for Clarification of Schedule Order Discovery Plan, Written Deposition Specifics (96) page 5, 6, stated, "Moreover there is precedent in the New Jersey District Court for plaintiff requests to stipulate to specifics, that written deposition can be taken as written interrogatories. In *Bryant v. Wasik*, 13-CV-02818, NJ D.", and recited Magistrate Judge Mannion order in full. See also, Id p. 1, "In several communications, calls, conference with the court, written documents plaintiff has as plaintiff also did in the former case, requested written depositions...". In addition, p. 1 questioned the discovery order; interrogatories and production request would be for 1 month, "**December 15, 2016**, to be responded to be no later than **January 17, 2017**".

Service of subpoena by US Marshall, pursuant to 28 US C 1915 was denied.

In *Woodham v. Sayre Borough Police Department* 191 Fed. Appx. 111, (3rd Cir. 2006), "Woodham's only viable method of having subpoenas issued for these witnesses was pursuant to 28 U.S.C. § 1915(d), which requires "officers of the court" to serve process and issue subpoenas for witnesses in cases brought by litigants proceeding in forma pauperis". "In enacting the federal in forma pauperis statute, Congress "intended to

guarantee that no citizen shall be denied an opportunity to commence, prosecute, or defend an action, civil or criminal, in any court of the United States, solely because . . . poverty makes it impossible . . . to pay or secure the costs" of litigation. *Adkins v. E. I. DuPont de Nemours & Co.*, 335 U. S. 331, 342 (1948) (internal quotation marks omitted)". *Denton v Hernandez* 504 US 25 (1992).

Was it equality of treatment, Pet'r right to depose the former employees was not granted. But, Resp't again demanded Pet'r return to New Jersey for oral deposition. Tactic, Pet'r case would again be dismissed, when Pet'r financially challenged by respondent actions could not afford the cost of travel and lodging in New Jersey. (See (96) pp. 6 to 8) Pet'r cited cases, "A "disparity of means" between the parties, when it exists, is a consideration in determining venue", and where Pet'r filed the action, are typically what courts consider. Magistrate Judge Clark stated he is not inclined to grant Pet'r request, Pet'r filed the legal action (Id p. 3). Therefore, Pet'r requested Pet'r case be transferred back to the N.D.Ga. where Pet'r filed the case.

Resp't statements; documents were not in its custody or control, the employees were no longer employed by defendant, N.J. Super. Hud. Cty., statement, the records are not available. Pet'r is the only other source of information. Thus, outstanding question is, if not the former employees, what is Resp't source of information for the limited discovery response it provided? (SC ¶27)...And, if not the former employees, what was the source, at deposition, the 4 notices Resp't attorney demanded Pet'r admit Mash Sopariwala, one of the former employees Pet'r was denied written deposition specifics (*Bryant v. Wasik*), purportedly gave Pet'r, that stated payments were past due. The purported notices were in 2012, concurrent with the 2012 fraudulent LT actions Rick Hupalo and Mr. Bressler filed. (150) Ex. E) is Pet'r July 15, 2017 letter to Resp't attorney that discussed the purported Notices must not be entered while Pet'r is denied discovery from Mash Sopariwala.

Discussed also Mr. Lovelace deposition challenge Pet'r did not own furnishings shown in pictures of my Potomac Maryland home (123) ¶¶ 17 to 19). To refute his challenge, I committed to sen my professional experience, names of persons who would confirm the furnishings are mine, et al.

In *Wardius v. Oregon*, 412 U. S. 470 (1973)², this Court made clear that while "the Due Process Clause has little to say regarding the amount of discovery which the parties must be afforded, it does speak to the balance of forces between the accused and his accuser." *Id.*, at 474. Due process requires that discovery "be a two-way street".

Furthermore, what was Resp't motive, intent, rather than reimburse the \$120 to replace Pet'r food and or offer concession, say \$100, less than an hour of attorney fees, it paid Mr. Bressler at least \$1000 attorney fees, plus court costs to file actions in LT "Landlord Tenant" Court, stated Petit'r is "Resident", "Tenant", they "Landlord", despite it's LTLG clear statement "NO LANDLORD TENANT RELATIONSHIP..." (SC 1).

(SC ¶ 32) discussed the objective Pet'r Motion for Extension to File Response Defendant's Summary Judgment Motion (142) was to, determine if Pet'r was required to respond, cited Fed. R. Civ. P. 56(d) "When Facts Are Unavailable to the Nonmovant. If a nonmovant shows by affidavit or declaration that, for specified reasons, it cannot present facts essential to justify its opposition", stated Pet'r Rule 72 Motion (131), and exhibit B "Chrono Discovery" of the motion (131), and Motion to Strike (137) are my Declarations, request the court grant discovery requests, and adequate time to obtain the discovery. Magistrate Judge Clark Order (143) denied (137) Motion to Strike, and "TERMINATED" (142) Motion for Extension. The discovery requests, discussed Pet'r Declaration were not granted.

Some of the questions Pet'r intended to, in written deposition ask the former employees include; 1) Request for Admission Resp't answered, "Defendants cannot admit or deny this Request because Mr. Sopariwala (same for Mr. Bressler, Mr. Singh, Mr. Hupalo) is no longer

² Pet'r cited this criminal case(s) because the court discussion relates to the issues in the instant case, discovery is broader in a civil case, and Pet'r belief Due Process rights should be the same.

an employee of Defendants". 2) questions listed (144) pp. 14 to 16, that is summarized, Proposed Deposition Questions, (App. Ex. 6).

Discovery was also to explore what was Resp't motive/intent. Is it as Pet'r was multiple times told. It is a conspiracy.

In *Krulewitch v. United States*, 336 U.S. 440, the court defined, painted a picture of what conspiracy is; "[Conspiracy is an] elastic sprawling and pervasive offense...so vague that it almost defies definition. Despite certain elementary and essential elements, it also, Chameleon-like, takes on a special coloration from each of the many independent offenses on which it may be overlaid. It is always 'predominantly mental in composition' because it consists primarily of a meeting of minds and an intent". (150), ¶¶ 46 to 52).

To learn; reason Pet'r must be "resident", reason for claims/statements Pet'r requires, ID, Pet'r U.S. Passport was not proof of U.S. citizenship, Pet'r is not protected by the guarantees the Constitutional Amendments provide.

See (123) Ex. H (Note, Exhibits A to H were docketed as 1)) over 20 pages correspondence with the Immigration & Naturalization Service, "I&N", the State Department, beginning 1997 a November 14, 1997 letter to the state department that questioned if my passport was proof of citizenship, New York 2009, an I&N officer I informed, pursuant to 8 U.S.C. § 1431, my citizenship was derived from my parents naturalization, told me the online record shows no record of a Certificate for me, I am not a citizen. See correspondence dated August 25, 2010 I was informed I have 2 I&N files. Was the objective to claim Hearing pursuant to the Due Process Clauses of the 5th, 14th Constitutional Amendments, was not required before Pet'r was deprived of Property Rights, Pet'r could be sent to what has been called, "Home", "Trinidad", and the Hearing the Due Process Clause states is required, was not necessary. Reason in response to "help letters" sent following HVM/ESA fraudulent action, evection, a major bank stated inform it of the bankruptcy court I filed; intent change Equifax August 2015 Credit Report, that listed Discover, Macys, delinquent in July 2012. Whereas Equifax November 2012 Credit Report reported the same creditors "paid as agreed". Was intent to claim it was not HVM/ESA actions that reduced me to poverty, I had credit issues, was delinquent before HVM/ESA fraud, attempt to bankrupt me. Equifax November 2012 Credit Report (3d Cir. (45), Ex. D, and p. 27). It also includes, Trans Union and Experian, reported all creditors "paid as agreed, never late". And, reason the CRA's did not report 2 large paid as agreed mortgages on their November 2012 credit report. In addition, Defendants in *Peterson v. Experian et al*, 16 CV 03528, (filed after Pet'r was denied for a mortgage of less than \$100,000), asked if I have ever filed bankruptcy. And, was coincidental Equifax 2013 change from "forever" to 10 years, it's statement, "Good information, like your on-time

payment of credit card bills or your mortgage, can stay on your credit history forever. Having more good information helps strengthen your credit history and increase your credit score". In 2015 multiple entities websites reported the same statement. (N.D.Ga. 16 CV 03528, (184) ¶ 46 referencing Compl. Ex. D). **See also questions asked, Inspector General H&HS investigation request, Theft by Extortion, Theft by Deception, Fraud, SCAM, the Racist Plan (pages 6 to 14 of the investigation request. See also page 24, The SCAM is circuitously achieved by, denial, withholding of admissible Discovery, the cause of question I was asked, what's the reason you are not winning any of your cases). The full request may be accessed at; https://www.dropbox.com/sh/frqs3u9kc1c4rmf/AAAOjgKol_8qrie08FLPMsk7a?dl=0.**

As the Court stated in *Oppenheimer Fund, Inc. v. Sanders*, 437 U.S. 340, 57 L. Ed. 2d 253, 98 S. Ct. 2380 (1978), the word "relevant" encompasses any matter that bears on, or that reasonably could lead to other matter that could bear on, any issue that is or may be in the case. . . . Discovery is not limited to issues raised by the pleadings, for discovery itself is designed to help define and clarify the issues. Nor is discovery limited to the merits of a case, for a variety of fact-oriented issues may arise during litigation that are not related to the merits.

Discussion in the foregoing is, the court statements, Pet'r allegations are "underdeveloped", "thin". The court agreed with Resp't assertion, its former employees actions, violations of fundamental Due Process Rights, among other violations, are "Litigation Privilege". Therefore, Pet'r required discovery, a Due Process Right, to substantiate Pet'r pleadings. That could only come from the 4 former employees the only parties to the actions complained of. It is evidenced in the limited response that stated, records were not available, not in their custody or cannot admit or deny because the employee is no longer employed by defendant... Pet'r obtained no discovery. Pet'r was denied the right to depose former employees in, written depositions (interrogatories), admissions... Standards for summary judgment; Fed. R. Civ. P. 56, *Anderson v. Liberty, Inc.*, 477 US 242 (1986), and *Celotex Corp. v. Catrett*, 477 U.S. 317 (1986), were not met. Consistent statements are, "...as long as the plaintiff has had a full opportunity to conduct discovery", "summary judgment is appropriate only after, adequate time", and "full

opportunity to conduct discovery". It is the reason Pet'r Decoration requested, the court grant discovery, and adequate time to obtain the discovery. In factual discussion Pet'r discussed, discovery requests were not granted, or were denied. (CD, Declaration (131) and 137; (96), (142), (144)...

"The objective of discovery is so parties are aware of the evidence that may be presented at trial, no ambush, it must be done honestly and ethically, is not to be used as a tactical tool to exhaust the resources of the other party or encourage settlement.

The Supreme Court asserted in *Nix v. Whiteside* 475 U. S. 157, 168 (1986)³, a trial is a search for the truth, and referenced its opinion in *Williams v. Florida*, 399 U.S. 78 (1970), "The adversary system of trial is hardly an end in itself; it is not yet a poker game in which players enjoy an absolute right always to conceal their cards until played. We find ample room in that system, at least as far as 'due process' is concerned, for the instant Florida rule, which is designed to enhance the search for truth in the criminal trial by insuring both the defendant and the State ample opportunity to investigate certain facts crucial to the determination of guilt or innocence", and again in *Jerman v. Carlisle, McNellie, Rini, Kramer & Ulrich, L. P. A.*, Supreme Court 2010, reciting *Nix v. Whiteside*, "[A]n attorney's ethical duty to advance the interests of his client is limited by an equally solemn duty to comply with the law and standards of professional conduct."

Accordingly reasonable person question is, are defendants held must comply with the purported rules, laws that have NO Citations, further violations of Appellant constitutional rights?

Plaintiff requests the court or Defendant's provide a copy of Citation that states the rules, laws so Plaintiff can read the Laws, Rules Plaintiff must comply, Plaintiff must be destitute, bankrupt, cannot get housing, and cannot live in the location of Plaintiff, choice.

Plaintiff business was shut down, the Industry Senior VP who influenced companies to support and fund (See Division President, AT&T Broadband and Internet Services letter stating commitment of \$550,000 in start up costs, and the Treasurer, Cable and Telecommunications Association statement, funding was already in the account. (150) Ex. 20 of Ex. A, and discussion Ex. A ¶ 86), Plaintiff business start up asked Plaintiff, in stunned surprise, "No one has called you"? The only communication since has been, pretense of communication, innuendos, suggestion of rules, laws, Plaintiff must be

³ Id

resident, tenant, must sign, "give" to get medical care to end the cruel very painful throbbing in Plaintiff breast.

Business Dictionary defines effective communication as, "A two way information sharing process which involves one party sending a message that is easily understood by the receiving party. Effective communication by business managers facilitates information sharing between company employees and can substantially contribute to its commercial success".

The fact that there has been no communication is evidence the rules, laws are fraud, extortion, attempted robbery, possible violations of real laws. It has been circumvention of the legal system by "lynch mob justice" rather than as the law requires hearing by jury, (claims, Plaintiff must be resident, Plaintiff owe residents where plaintiff lives money), slander, destruction of Plaintiff career, reputation, false accusations, withheld discovery, denial of due process, violations of plaintiff 5th, 14th constitutional rights, equal protection rights. For all of the foregoing reasons Plaintiff requests the court,

- A. Reverse Magistrate Clark order (Dkt. No. 129) that set dispositive motions dates, until discovery as established, Chron. Dis. Exhibit B, is completed.
- B. Order discovery is pursuant to, Oppenheimer, 3rd Circuit Case Law, recited in the foregoing,
- C. Grant Plaintiff may obtain written depositions as written interrogatories the specifics court granted in Bryant v. Wasik, no need for court reporter/stenographer, the oath is signature on the interrogatory.
- D. Reverse the order (Dkt. No. 128)
- E. Hear and issue order, and opinion on Plaintiff Motion for Reconsideration (117)
- F. Grant Dkt. No. 104 Plaintiff Motion for Order to Have Plaintiff Request for Admission Deemed Admitted.
- G. Order pursuant to 28 U.S.C. 1915 (correction from 4.1), U.S. Marshal will serve Plaintiff subpoenas.
- H. Grant sufficient time so that the discovery can be completed". (Pet 'r Declaration (131) pp. 32 to 35).

Summary judgment is appropriate when "the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a

judgment as a matter of law. Celotex Corp., 477 U.S. at 324, 106 S. Ct. 2548 (citing Fed. R. Civ. P. 56(c), (e)). Pet'r, a "Reasonable person", questioned I was ordered to make a reasonable settlement offer of \$100,000.

Before finding that no genuine issue for trial exists, the court must first be satisfied that no reasonable trier of fact could find for the nonmovant. Matsushita Elec. Indus. v. Zenith Radio Corp., 475 U.S. 574, 587, 106 S. Ct. 1348, 89 L. Ed. 2d 538 (1986).

How, less than a month and a half later, Resp't had legal basis for the Motion for Summary Judgment it filed, and that was granted.

CONCLUSION

For the foregoing reasons Pet'r request the Court grant this Petition for Writ of Certiorari.

Respectfully submitted,

/s/

Andrea Peterson
1438 Church Street Apt 1110
Decatur GA 3003