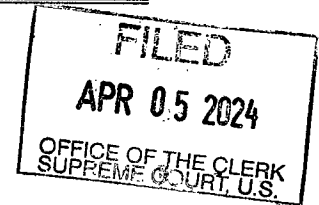


23-7191

ORIGINAL

In the
Supreme Court of the United States



JAY LIN,

Petitioner,

v.

AARON SAYERS,

Respondent.

On Petition for a Writ of Certiorari to the New
Jersey State Supreme Court

PETITION FOR A WRIT OF CERTIORARI

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APRIL 5, 2024

QUESTIONS PRESENTED

New Jersey State Courts allow the practice a secret law of "Secretive Stipulation" to bind and against the underprivileged New Jersey citizen, a suspect of violation of the Due Process law of the United State Constitution.^{1 2}

The questions presented are:

1. The Court should outlaw the New Jersey State Courts practices of allowing the New Jersey trial court holding "Secretive Stipulation" with Defense attorney.

2. The New Jersey Courts erred in conducting an unlawful trial in this case, a violation of the Due Process law of the United States Constitutions.

A. The New Jersey Courts allow the trial court ignored and attempted to shield Defendant's attorney's criminal acts of Perjury and Forgery.

B. The New Jersey Trial Court entered Judgment without any testimonies, witnesses, experts, records, reasons, arguments, facts, rules or laws but private, personal, secretive stipulation from the defense attorney from the trial.

¹ New Jersey State Constitution does not comfort New Jersey citizens the protection of the law of Due Process of the United State Constitution.

² The Supreme Court of New Jersey Advisory Committee of Judicial Conduct permits New Jersey Court Judges hold personal, private, and secretive Stipulation with the defense attorney.

LIST OF PARTIES

A List of all parties to the proceeding in the court whose judgment is the subject of this petition is as follows:

1. Karen Heller Esq. - Counsel for Defendant Aaron Sayers.

LIST OF RELATED CASES

New Jersey Supreme Court Case No. 23-087934

Jay Lin v. Aaron Sayers

Date of Final Order: January 9, 2024

Superior Court of New Jersey

Appellate Division, Case No. A-1819-21

Jay Lin v. Aaron Sayers

Date of Final Order: January 6, 2023

Superior Court of New Jersey, Case No. 4287-21

Jay Lin v. Aaron Sayers

Date of Final Order: January 24, 2022

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APPENDIX

APPENDIX A Decision of State Court of Appeal.1a

APPENDIX B Decision of State Trial Court.10a

APPENDIX C Decision of State Supreme Court Denying Review.11a

TABLE OF AUTHORITY

"Pocket the Judges with Private, Personal, and Secretive Stipulation", Jay Lin,
Amazon Publishing (April, 2024).....*Passim*.

OPINIONS BELOW

The opinion of the appeal state court to review the merits appears at Appendix A to the petition and is unpublished.

The opinion of the trial state court to review the merits appears at Appendix B to the petition and is unpublished.

The opinion of the highest state court to review the merits appears at Appendix C to the petition and is unpublished.

JURISDICTION

The date on which the highest state court, decided my case was on January 9, 2024. A copy of that decision appears at Appendix C.

This Court's jurisdiction rests on 28 U.S.C. § 1257(a).

CONSTITUTIONAL PROVISION INVOLVED

U.S. Const. amended. XIV § 1

All persons born or naturalized in the United States, and subject to the jurisdiction thereof, are citizens of the United States and of the State wherein they reside. No state shall make or enforce any law which shall abridge the privileges or immunities of citizen of the United States; nor shall any state deprives any person of life, liberty, or property, without due process of law; nor deny to any person within its jurisdiction the equal protection of laws."

STATEMENT OF THE CASE

Plaintiff and Defendant had a car collision in Basking Ridge, New Jersey.

The police arrived and investigated the accident, asked the parties to drive their cars away, and advised the parties to pick up the police report later. Plaintiff drove his vehicle to an authorized garage of Geico Insurance Co., Geico was Plaintiff's auto insurance, for repairs estimation of the cost of repairs.

Afterward, Plaintiff asked Defendant to pay for the cost of repairs, Defendant and his insurance company Geico refused. Geico hired attorney and who held personal, private, secretive Stipulation with the trial court judges. At the end of trial, the trial court issued an order followed on Geico's stipulation and allowed Geico to take possession of Plaintiff's vehicle.

REASONS FOR GRANTING THE PETITION

- A. The Court should outlaw the practices of the New Jersey trial courts holding secretive Stipulation with Defendant's attorney without disclosure, a violation of the Due Process law of the United States Constitution.**

The New Jersey trial Courts had a long held practice of the Judges holding personal, private, and secretive stipulation with the trial attorney without disclosure. In this case, the trial court conducted the entire trial based on the personal, private, and secretive Stipulations held between the Judges and Defendant's attorney without disclosed to Plaintiff.

In the transcripts of the trial, the trial judge made statements regarding the personal, private and secretive stipulation he had with the defense Attorney. (See a copy of the transcript as Appendix A attached to Petitioner's book "Pocket the Judges with

Personal, Private and Secretive Stipulation”, published by Amazon Publishing, (April, 2024.)³

In the Transcript, the trial Judge declared:

“Liability is stipulated then we don’t need to get into the liability aspects.” (Page No. 6, Line No. 14)

“Liability is stipulated.” (Page No. 12, Line No. 7)

“I assume they’re going to stipulate to that too.” (Page No. 12, Line No. 21)

“You know, I’ll give you some brief time, sir, but they’re stipulating liability.” (Page No.13, Line No. 11)

“But, Sir, they’re stipulating liability.” (Page No. 13, Line No. 23)

“They’ll stipulate that it’s his signature, sir, I assume so. Is that right, counsel?”
(Page No.14, Line No.19)

“I just said they stipulated. Move onto the next question. It’s stipulated.” (Page No. 15, Line No. 1)

“Liability is stipulated. Sir. We’re not going to waste all day going through things that are stipulated.” (Page No. 20, Line No. 3)

“Judge Franzblau had already ruled on that. And I’m not going to change that ruling. They stipulated liability. You will not ask further questions on liability.” (Page No. 20 Line No.10)

³ The New Jersey judges adopted and advance the personal, private, and secretive Stipulation practices are further detailed in the book *Pocket the Judges with Personal, Private, and Secretive Stipulation*, Amazon Publishing, (April, 2024)

"I know he's an attorney, but I just, you know, and I think this would have been stipulated if it was requested, quite frankly." (Page No. 82, Line No. 12)

"I said even though there was a stipulation of liability in Judge Fanzblau's prior order and if he wanted to question him about the nature of the accident or a little bit about the accident damage that was observed and so forth, but he didn't question at all about that." (Page No. 96, Line No. 4)

In the transcripts of the trial, the statements made by the defense attorney regarding the personal, private and secretive stipulation she had with the Judges.

Defense Attorney stated about Stipulation:

"I object it because it's the —the exhibit is actually part of my certification. I'm not a witness in this case and I ha've also not stipulated to its admission". (Page No. 85, Line No. 10)

"It's the police report which is also hearsay and we haven't stipulated to." (Page No. 85, Line No. 20)

The statements made by the trial Judge during the trial, according to the transcripts of the trial, referring to another Judge Franzblau received Stipulation from Defense Attorney:

The trial court Judge:

"Judge Franzblau had already ruled on that. And I'm not going to change that ruling. They stipulated liability. You will not ask further questions on liability." (Page No. 20 Line No.10)

"I said even though there was a stipulation of liability in Judge Fanzblau's prior order and if he wanted to question him about the nature of the accident or a little bit

about the accident damage that was observed and so forth, but he didn't question at all about that." (Page No. 96, Line No. 4)

The Supreme Court Office of New Jersey Advisory Committee of Judicial Conduct does not sanction the trial court Judges held personal, private, and secretive Stipulation with the attorney.

The personal, private, and secretive Stipulation practice is injustice, unfair, corrupt, and an abuse of the judicial power. The Court should outlaw the practice for violation of the Due Process law of the United States Constitution.

B. The New Jersey trial Court erred in conducting an unlawful trial in this case, a violation of the Due Process law of the United States Constitutions.

1. The New Jersey trial Court ignored and attempted to shield Defendant's attorney's criminal acts of Perjury and Forgery.

During the trial, Defendant was questioned about the truthfulness and authenticity of the records file related to his insurance claims and the basis of his defense that he presented to the trial.

Defendants' expert witness, a claim supervisor of Defendant's auto insurance company also was questioned about the truthfulness and authenticity of the records file related to Defendant's insurance claims.

The trial judge ignored and attempted to shield both Defendant and Defendant's expert witness from testifying the truthfulness and authenticity of the defense's evidences.

During the trial, Plaintiff's questions Defendant:

"On the - - that interrogatory you - - you signed on - - you signed on November 16th, you certify that it is correct. Correct?" (Page No. 20, Line No. 3)

Judge:

"All right. They'll stipulate that it's his signature, sir, I assume so. Is that right, counsel?" (Page No. 14, Line No. 12)

Defense attorney confirmed that Plaintiff's questions and confirmed the answers will be stipulated:

"Yes." (Page No. 14, Line No. 22)

Plaintiff's questions:

"Aaron did you sign the certification?" (Page No. 14, Line No. 25)

The trial Judge then switched his **"they'll stipulate"** to **"they stipulated"** to cut off Plaintiff questing of the truthfulness and authenticity of the evidences Defendants submitted to the court:

Judge:

"I just said they stipulated. Move onto the next question. It's stipulated. First of all, he's already answered your question, sir." (Page No. 15, Line No. 1)

Judge:

"Did you review the attachments to the interrogatories when they went out sir, if you know?" (Page No. 18, Line No. 17)

"And who provided to you the attachment?" (Page No. 18, Line No. 17)

Defendant:

"It was provided to me through the attorney." (Page No. 19, Line No. 1)

Plaintiff:

"When did she provide you?" (Page No. 19, Line No. 4)

Defendant:

"I would have to look through my paperwork to find a date if that's what you're asking for." (Page No. 19, Line No. 5)

Judge:

"What is the purpose of this? You know, the interrogatories are - - dated." (Page No. 19, Line No. 8)

Plaintiff:

"The issue right now become the attachment, the document was false, forgery. Somebody forged [sic] a document. The one he sent me and the one defense attorney sent to the Court. And that is the whole issue right now at the trial right now." (Page No. 19, Line No. 11)

Judge:

"No, it isn't. No, it isn't." (Page No. 19, Line No. 17)

Plaintiff:

"When you send the - - send the interrogatory, you indicate that there is a police report. And also I sent you a police report. Do you - - do you confirm the accuracy of the police report I sent you?" (Page No. 19, Line No. 22)

Defense Attorney:

"Objection." (Page No. 20, Line No. 2)

Judge:

"Sustained. Liability is stipulated, sir. We're not going to waste all day going through things that are stipulated." (Page No. 20, Line No. 3)

Defense Attorney admitted when presented to the court that she cooked the evidence documents:

"I object to it because it's the - - the exhibit is actually part of my certification. I'm not a witness in this case and I ha've also not stipulated to its admission." (Page No. 85, Line No. 10)

Geico's claims supervisor Mr. Alex Sanchez, who attended the trial to overlook the Stipulation took place between the trial Judge and Defendant's attorney, testified under cross-examination admitted of that Geico's fraudulent practice and Defense Attorney committed forgery and perjury when he admitted that there were two different record files and two different claims numbers.

Mr. Alex testified to the trial court that he was testifying on Plaintiff's records file with Geico and none from Defendant's records file.

The trial Judge attempt to shield the Defendant's forgery and perjury from the cross-examination.

Judge:

"You want to question the defendant [Mr. Sanchez was not a defendant] on that, you did not. You tried to - - your questions were all related to what you felt were forgeries in the interrogatories which now apparently has been explained as to why there were two claim numbers. They've gone over how the calculations have been made with the salvage value. It depends on whether you keep the car or you don't keep the car. You got a check. Sir, you really have to move on to the substance of your claim." (Page No. 77, Line No. 12)

Plaintiff questioned Mr. Sanchez:

"Do you - - do you - - connect those two claim number together?" (Page No. 61, Line No. 23)

Mr. Sanchez:

"Do we connect them together? No." (Page No. 61, Line No. 25)

Plaintiff questions:

"Why?" (Page No. 62, Line No. 1)

Mr. Sanchez:

"They're kept separate." (Page No. 62, Line No. 2)

Plaintiff questions:

"Separate." (Page No. 62, Line No. 3)

Mr. Sanchez:

"We keep them separate because we have to treat each like its own individual insurance company while - - while still maintaining the fact that you guys are both insured through Geico. So both claims are kept separate." (Page No. 62, Line No. 4)

Judge:

"You know, sir, I haven't heard one bit of evidence that there was an accident as to what happened. I haven't heard one bit of evidence as to what your damage claims are other than asking someone to identify something from it. I would really think that it's about time that you start getting into the claim and what this case is about, sir, not trying to understand the claim process through - - through hours of cross-examination." (Page No. 73, Line No. 3)

Judge:

"You want to question the defendant [Mr. Sanchez was not a defendant] on that, you did not. You tried to - - your questions were all related to what you felt were forgeries in the interrogatories which now apparently has been explained as to why there were two claim numbers. They've gone over how the calculations have been made with the salvage value. It depends on whether you keep the car or you don't keep the car. You

got a check. Sir, you really have to move on to the substance of your claim.” (Page No. 77, Line No. 12)

The trial Court attempted to shield Defendant's attorney's criminal acts of Perjury and Forgery is injustice, unfair, and abuse the judicial power. It is a violation of the Due Process law of the United States Constitution.

2. The New Jersey trial Court entered Judgment relying on defense Attorney's stipulation during the trial.

After the trial held on January 23, 2022, the trial court entered the Judgment on January 24, 202. The trial court entered the Judgment without relying on any reasons, testimonies, witness, experts, records, and arguments from the trial.

Mr. Sanchez, from Defendant's Insurance Company the only witness allowed to for cross-examination, testified that Defendant did not present evidence of his own but presented Plaintiff's evidence.

The trial Judge stated about not testimonies, witnesses, experts, records, and arguments of the trial, and his unfair and confusion of the case. Judge admitted that he screwed up and offered a new trial.

Judge:

“But, sir, I'm not going to allow it in unless you present some evidence of that. I'll allow it in unless you present some evidence of that. I'll allow you to re-open - - reopen the case if you wish to, but it's go to brief testimony only as to that.” (Page No. 82, Line No.17)

The trial Court entered the Judgment solely relied on Defense Attorney's Stipulation. The trial Judge admitted that he was unfair and confused. He wanted a new trial.

Judge:

"I gave him an opportunity to examine or reopen his case to do that. There's been no testimony as to that document or how it was created or who did it. So, I'm not going to admit that - -" (Page No. 88 Line No. 4)

"In fairness, it may have been a little confusing because there was a different claim number. It was explained that the claim number there's a claim number for him because he's an insured with Geico and there's also a claim number against the person who hit him who's also insured by Geico. So, Geico had two independent claims numbers for this." (Page No. 96, Line No. 22)

"I gave Mr. Lin an opportunity to testify, he declines. I offer - - I let him reopen the case, so he could get additional information in which he didn't do." (Page No. 102, Line No. 22)

At the beginning of the trial, Defense Attorney tried to remind the trial Judge that she had "stipulation" with Judge Franzblau during the pre-trial hearing. Defendant's previous stipulation with Judge Franzblau was not revealed to the trial court. Defendant Attorney wanted the trial Judge to follow on Judge Franzblau's prior order.

The trial Judge reasoned that he overruled the Assigned Judge Noah Franzblau's decisions because Judge Franzblau accepted Defendant Attorney's Stipulation.

Defense Attorney:

"I just — I just wanted to confirm where we were with the latest order." (Page No. 5, Line No. 5)

Judge:

"Okay." (Page No. 5, Line No. 7)

Defense Attorney:

"That was -- the. -- the latest order that was entered by Judge Francois [sic] because that should control the direction of the trial." (Page No. 5 Line No. 8)

"I really don't think there's any reason for any evidence coming into -- regarding the repair value because Judge Franzblau has already rules as a matter of law what the damages are -- what the cap on the damages is, so --" (Page No. 7, Line No. 15)

Judge:

"Well, no, I don't think he rule that at all. I think --" (Page No. 7 Line No. 20)

Defense Attorney:

"Okay." (Page No. 7, Line No. 22)

Judge:

"- that -- he reconsidered his decision and he said and reversed it to the extent it limits property damage to the fixed number 2,762.45." (Page No. 7, Line No. 25)

Judge:

"I said even though there was a stipulation of liability in Judge Franzblau's prior trial order." (Page No. 96, Page No. 4)

The trial Judge overruled Judge Franzblau's prior trial order reasoned that there was a stipulation held in the prior trial.

The trial completed without any testimonies, witnesses, experts, records, reasons, and arguments from Plaintiff. The trial court nevertheless entered a judgment based on Defendant Attorney's Stipulation.

Defendant's Attorney:

"Thank you very much for presiding over this case." (Page No. 93, Line No. 10)

"And you know, there's been a previous court order in this case." (Page No. 93, Line No. 11)

"And it would be - - it continues to be our - - our position that he's is entitled to the 2,146.36 because it seems to be readily apparent, he does not wish surrender the car."
(Page No. 93, Line No. 23)

The New Jersey trial court entered the final Judgment based on the secretive stipulation from Defense attorney. It was a violation of the Due Process law of the United States Constitution.

CONCLUSION

The petition for a writ of certiorari should be granted.

Dated: August 5, 2024

Respectfully submitted,

BY: /s/ Jay Lin

Jay Lin
Petitioner pro se