

No. _____

ORIGINAL

24-5878

IN THE

SUPREME COURT OF THE UNITED STATES

FILED
OCT 21 2024
OFFICE OF THE CLERK
SUPREME COURT, U.S.

Celeste M. Gonsalves — PETITIONER
(Your Name)

Stuart B. Glauberman, by his Managing
Agent, KFG Properties, Inc. RESPONDENT(S)
et al.

ON PETITION FOR A WRIT OF CERTIORARI TO

Hawaii Supreme Court Intermediate Court of Appeals
(NAME OF COURT THAT LAST RULED ON MERITS OF YOUR CASE)

PETITION FOR WRIT OF CERTIORARI

Celeste M. Gonsalves
(Your Name)

P.O. Box 620
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Kailua, Hawaii 96734
(City, State, Zip Code)

808-445-5553
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QUESTIONS PRESENTED

Whether the Intermediate Court of Appeals of Hawaii erred when affirming the lower trial court's rulings for two concurrent evictions both by Motions for Summary Judgment when each Rental Lease filed with the Complaints was unconscionable? Do these actions constitute violations of Federal HUD Section 8 Rules, Policies and Procedures?

Whether the Intermediate Court of Appeals of Hawaii erred by avoiding parts of the Record to protect the trial judge's actions, and if this constitutes violations of the Right to Due Process for a Fair and Impartial Hearing of the Fifth Amendment, the Equal Protection Clause of the Fourteenth Amendment, and 18 U.S.C. § 242 Deprivation of Rights Under Color of Law?

LIST OF PARTIES

[] All parties appear in the caption of the case on the cover page.

All parties do not appear in the caption of the case on the cover page. A list of all parties to the proceeding in the court whose judgment is the subject of this petition is as follows:

1.) CAAP-21-0000536 is located in the Caption.
2.) CAAP-21-0000545 -
Celeste M. Gonsalves, Petitioner
VS.
Stuart B. Glauberman and
Vicky Ramil

RELATED CASES

1.) CAAP-21-0000536 → IDRC-21-0002121
Stuart B. Glauberman, by his Managing
Agent KFG Properties, Inc.
Plaintiffs

VS.
Celeste M. Gonsalves
Defendant

2.) CAAP-21-0000545 → IDRC-21-0001879
Stuart B. Glauberman and Vicky Ramil
Plaintiffs

VS.
Celeste M. Gonsalves
Defendant

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IN THE
SUPREME COURT OF THE UNITED STATES
PETITION FOR WRIT OF CERTIORARI

Petitioner respectfully prays that a writ of certiorari issue to review the judgment below.

OPINIONS BELOW

For cases from **federal courts**:

The opinion of the United States court of appeals appears at Appendix _____ to the petition and is

reported at _____; or,
 has been designated for publication but is not yet reported; or,
 is unpublished.

The opinion of the United States district court appears at Appendix _____ to the petition and is

reported at _____; or,
 has been designated for publication but is not yet reported; or,
 is unpublished.

For cases from **state courts**:

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

reported at _____; or,
 has been designated for publication but is not yet reported; or,
 is unpublished.

The opinion of the Oahu District Court of the First Circuit court appears at Appendix B to the petition and is

reported at _____; or,
 has been designated for publication but is not yet reported; or,
 is unpublished.

JURISDICTION

For cases from **federal courts**:

The date on which the United States Court of Appeals decided my case was _____.

No petition for rehearing was timely filed in my case.

A timely petition for rehearing was denied by the United States Court of Appeals on the following date: _____, and a copy of the order denying rehearing appears at Appendix _____.

An extension of time to file the petition for a writ of certiorari was granted to and including _____ (date) on _____ (date) in Application No. 24A _____.

The jurisdiction of this Court is invoked under 28 U. S. C. § 1254(1).

For cases from **state courts**:

The date on which the highest state court decided my case was January 19, 2024. A copy of that decision appears at Appendix A.

A timely petition for rehearing was thereafter denied on the following date: May 24, 2024, and a copy of the order denying rehearing appears at Appendix D.

An extension of time to file the petition for a writ of certiorari was granted to and including October 21, 2024 (date) on August 15, 2024 (date) in Application No. 24A 175.

The jurisdiction of this Court is invoked under 28 U. S. C. § 1257(a).

CONSTITUTIONAL AND STATUTORY PROVISIONS INVOLVED

1.) The Fifth Amendment of the United States Constitution ~ Section 1 Rights

Procedural Due Process mandates that individuals receive adequate notice of legal actions against them. This promotes their ability to prepare their defense appropriately. Procedural due process also requires a fair and impartial hearing. At this hearing, they can present their case, evidence, and arguments. It promotes decisions based on evidence and law rather than bias or arbitrary judgment.

Substantive Due Process complements these requirements. It protects fundamental rights that are not listed in the Constitution. The courts have identified these rights as essential to a person's life under the Fifth Amendment. This includes the right to privacy, marriage, and family autonomy in raising children.

2.) The Fourteenth Amendment of the United States Constitution ~ Section 1 Rights

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 citizens of the United States; nor shall any State deprive any person of life, liberty, or property, without due process of law; nor deny to any person within its jurisdiction the equal protection of the laws.

3.) Hawaii Revised Statutes 521-3 as follows:

§521-3 Supplementary General Principles of Law, Other Laws, Applicable.

(a) Unless displaced by the particular provisions of this chapter, the principles of law and equity, including the law relative to capacity to contract, principal and agent, real property, public health, safety and fire prevention, estoppel, fraud, misrepresentation, duress, coercion, mistake, bankruptcy, or other validating or invalidating cause supplement its provisions.

(b) Every legal right, remedy, and obligation arising out of a rental agreement not provided for in this chapter shall be regulated and determined under chapter 666, and in the case of conflict between any provision of this chapter and a provision of chapter 666, this chapter shall control.

(c) Nothing in this chapter shall be applied to interfere with any right, obligation, duty, requirement, or remedy of a landlord or tenant which is established as a condition or requirement of any program receiving subsidy from the government of the United States. To the extent that any provision of this chapter is inconsistent with such a federal condition or requirement then as to such subsidized project the federal condition or requirement shall control.

4.) Hawaii Revised Statutes 521-75 as follows:

§521-75 Unconscionability.

- (a)** In any court action or proceeding with respect to a rental agreement, if the court as a matter of law finds the agreement or any provision of the agreement to have been unconscionable at the time it was made the court may refuse to enforce the agreement, or it may enforce the remainder of the agreement without the unconscionable provision, or it may so limit the application of any unconscionable provision as to avoid any unconscionable result.
- (b)** If it is claimed or appears to the court that the rental agreement or any provision thereof may be unconscionable the parties shall be afforded a reasonable opportunity to present evidence as to its setting, purpose, and effect to aid the court in making the determination.
- (c)** For the purposes of this section, an act or practice expressly permitted by this chapter is not in itself unconscionable.

5.) 18 U.S.C. § 242 DEPRIVATION OF RIGHTS UNDER COLOR OF LAW

Section 242 of Title 18 makes it a crime for a person acting under color of any law to willfully deprive a person of a right or privilege protected by the Constitution or laws of the United States.

For the purpose of Section 242, acts under "color of law" include acts not only done by federal, state, or local officials within their lawful authority, but also acts done beyond the bounds of that official's lawful authority, if the acts are done while the official is purporting to or pretending to act in the performance of his/her official duties. Persons acting under color of law within the meaning of this statute include police officers, prisons guards and other law enforcement officials, as well as judges, care providers in public health facilities, and others who are acting as public officials. It is not necessary that the crime be motivated by animus toward the race, color, religion, sex, handicap, familial status or national origin of the victim.

The offense is punishable by a range of imprisonment up to a life term, or the death penalty, depending upon the circumstances of the crime, and the resulting injury, if any.

STATEMENT OF THE CASE

Petitioner Celeste M. Gonsalves Addresses the ‘Questions Presented’ as follows:

Whether the Intermediate Court of Appeals of Hawaii erred when affirming the lower trial court’s rulings for two concurrent evictions both by Motions for Summary Judgment when each Rental Lease filed with the Complaints was unconscionable? Do these actions constitute violations of Federal HUD Section 8 Rules, Policies and Procedures?

Petitioner Celeste M. Gonsalves is a recipient of the Federal HUD Section 8 Rental Assistant Program administered through the City & County of Honolulu’s Section 8 Rental Assistance Program located in Hawaii. Petitioner was actively and currently on a Section 8 Rental Assistance Contract with an automatic lease term extension occurring during the National Eviction Moratorium in August 2020.

When her landlord decided to evict her, two different sets of lawyers were hired and two different Complaints for Summary Possession were filed within two weeks for the same residential rental unit, same tenant, same rental period, and same landlords; first one filed on February 21, 2021, the second on March 3, 2021. Oahu District Court of the First Circuit did not correct the duplicate eviction lawsuits. Both Complaint filings were unconscionable under Hawaii Revised Statutes 521-75 Unconscionable, and both breached Federal HUD Section 8 Rules because each Complaint did not contain the Certified Section 8 Rental Lease and the Mandatory HUD TENANCY ADDENDUM as attachments as required both by Section 8 Rules and the Oahu District Court of the First Circuit’s Form #1DC08 Instructions.

More complications occurred when Petitioner continued to argue non-compliance with Federal HUD Section 8 Rules for the Complaint filed on February 21, 2021 in district court case 1DRC-21-00001879, which became CAAP-21-0000545, during the court hearing for a Motion for Summary Judgment on September 24, 2021 because it was filed BEFORE the Section 8 Rental Lease had expired, which was not until February 28, 2021. Federal HUD Section 8 Rules clearly state that eviction proceedings cannot commence when the landlord of the rental unit is still receiving federal funding.

When Petitioner challenged the first Motion for Summary Judgment on August 27, 2021 and was Granted a Motion to Set Aside Judgment on September 10, 2021 because she submitted the correct legal, Certified Section 8 Lease she was not afforded a fair trial to be heard on the Merits. Instead, the trial judge gave both sets of attorneys’ legal advice with a planned strategy to get Petitioner evicted by allowing special permission for the attorneys to file a First Amended Motion for Summary Judgment and instructed them to make sure to add the correct, legal lease during an ex parte strategy session in open court on the Record when Petitioner was forgotten in a Witness Room on September 10, 2021. Trial judge prompted the attorneys in the first eviction case to inform the attorney in the second eviction case to submit the correct, legal Certified

Section 8 Rental Lease. Although Petitioner tried diligently to presents genuine materials of disputed facts in direct correlation to the Section 8 Rental Lease and why it was unconscionable, the trial judge just kept rejecting her arguments as moot during the September 24, 2021 court hearings. Hawaii Rules of Civil Procedure Rule 56: Motion for Summary Judgment rules were not followed, and Petitioner was again egregiously prejudiced.

Later during the Appeals process and preparing to write the Opening Briefs, Petitioner realized that there were three different leases in front of her, however she only signed one lease. After more investigating, she learned that the Rental Lease filed on February 21, 2021 (1DRC-21-0001879/ CAAP-21-0000545) was Fraudulent because her initials were removed, the Section 8 mandatory notes were removed, and her signature matched perfectly with her signature located on the legal Certified Section 8 Lease. The only plausible way for this to happen was for her signature to have been photocopied. These allegations and submissions of all leases were included in her Opening Brief, which also included transparencies to be aligned against each other to prove her signature was copied, but the ICA of Hawaii did not address it or mention it at all in their Summary Deposition Order dated on January 19, 2024.

Within the second eviction in District Court Case:1DRC-21-0002121/CAAP-21-0000536, a copied (from the original Section 8 Lease before it was approved and certified) Rental Lease was filed with the Complaint for Summary Possession, but not the legal, Certified Section 8 Rental Lease. When the attorney was notified in September, 2021 to submit the correct lease for his new Motion for Summary Judgment filed on September 7, 2021, he only included the Mandatory Section 8 Tenancy Addendum.

The result was that the Petitioner was evicted twice on the same day by two Motions for Summary Judgment on September 24, 2021, when both Rental Leases filed with the Complaints for Summary Possession were unconscionable and breached Hawaii State Landlord Tenant HRS-521-3, HRS-521-75 and Federal HUD Section 8 Laws, Rules, Policies, and Procedures. Petitioner challenged the trial judge with her arguments and definitions of these Hawaii Revised Statutes, which included the plain language in HRS-521-3 (c) as follows:

(c) Nothing in this chapter shall be applied to interfere with any right, obligation, duty, requirement, or remedy of a landlord or tenant which is established as a condition or requirement of any program receiving subsidy from the government of the United States. To the extent that any provision of this chapter is inconsistent with such a federal condition or requirement then as to such subsidized project the federal condition or requirement shall control.

Petitioner Celeste M. Gonsalves did her homework, prepared for a Trial for Possession, and had readily available the rules on laminated index cards, however the trial judge refused to review it. Petitioner had sets available for opposing counsel and the trial judge. This trial judge already knew how she planned on ruling in the favor of the landlord and their attorneys per their ex parte communication on September 10, 2021, so any facts, evidence, or exhibits that

Petitioner continuously tried to argue and present in further detail were all rejected and deemed as MOOT.

Whether the Intermediate Court of Appeals of Hawaii erred by avoiding parts of the Record to protect the trial judge's actions? Does this constitute violations of the Right to Due Process for a Fair and Impartial Hearing of the Fifth Amendment, the Equal Protection Clause of the Fourteenth Amendment, and 18 U.S.C. § 242 Deprivation of Rights Under Color of Law?

The intermediate Court of Appeals of Hawaii was afforded full transcripts of the Record from all Court Proceedings that, according to the Hawaii Supreme Court, cannot be disturbed and must be recognized on its face value. These Transcript Records included the trial judge's impropriety, judicial misconduct, and direct bias against Petitioner that depicts clear definitions of ex parte communication, providing Legal Advice, using the "WE" pronoun with opposing counsel, unlawful team strategy sessions, which resulted in providing permission for opposing counsel to break proper procedural processes and rules for their own benefit with the intention to evict Petitioner by any means.

The First Eviction in District Court Case:1DRC-21-0001879/CAAP-21-0000545 details the breach and violations of Petitioner's Right to Due Process for a Fair and Impartial Hearing of the Fifth Amendment, the Equal Protection Clause of the Fourteenth Amendment, and 18 U.S.C. § 242 Deprivation of Rights Under Color of Law, which extremely prejudiced her as follows:

All communication was provided in full detail from the Transcript Record, and cited in Petitioner's Opening Brief filed on May 3, 2022, intended for the Intermediate Court of Appeals of Hawaii to review on its Merits.

- 1.) The trial judge granted Motion for Summary Judgment for Possession in a court hearing on August 27, 2021, when Petitioner was stuck in Covid-19 Quarantine and unable to receive her P. O. Box Mail to read and respond to the Motion for Summary Judgment.
- 2.) The trial judge stated her ruling on August 27, 2021 for summary possession was also determined by reviewing Petitioner's testimony in the TRO case against the landlords.
- 3.) The trial judge provided legal advice and a specific strategy to opposing counsel during ex parte communication during a court hearing when Petitioner was forgotten in the Witness Room September 10, 2021. Trial judge also used the word "We" in her ex parte communication with opposing counsels, against Petitioner.
- 4.) The trial judge granted a Motion for Summary Judgment for Possession on September 24, 2021, and rejected Petitioner's disputed factual evidence and proper arguments as MOOT.

5.) The trial judge deemed Petitioner's Motion to Dismiss as MOOT during the September 24, 2021 court hearing, and refused to hear it. Petitioner was banned and blocked from directly filing Motions to receive a court hearing date beginning on August 31, 2021 by the same trial judge. Therefore, when she submitted for approval of her Motion to Dismiss on September 22, 2021, the trial judge told the clerks that she would address it at the court hearing and denied for it to be filed. The trial judge executed her plan she discussed with opposing counsel to call this case first and hear to hear the Motion for Summary Judgment. After she granted possession, she deemed Petitioner's Motion to Dismiss as MOOT because possession was already granted. However, Petitioner continued to argue on the Record and introduced the Federal HUD Section 8 Rules that were breached, which included another fact that the entire Complaint for Summary Possession filed on February 21, 2021 was unconscionable because it was filed BEFORE the Section 8 Lease expired on February 28, 2021. Trial judge rejected all of Petitioner's arguments as MOOT. Trial judge filed Petitioner's Motion to Dismiss as MOOT the following Monday, September 27, 2021. This Motion contains two date stamps.

The Second Eviction in District Court Case:1DRC-21-0002121/CAAP-21-0000536 details the breach and violations of Petitioner's Right to Due Process for a Fair and Impartial Hearing of the Fifth Amendment, the Equal Protection Clause of the Fourteenth Amendment, and 18 U.S.C. § 242 Deprivation of Rights Under Color of Law, which extremely prejudiced her, as follows:

All communication was provided in full detail from the Transcript Record, and cited in Petitioner's Opening Brief filed on April 4, 2022, intended for the Intermediate Court of Appeals of Hawaii to review on its Merits.

- 1.) The trial judge provided legal advice and a specific strategy to opposing counsel to file a Motion for Summary Judgment for Possession on August 6, 2021. Trial judge spent extra time convincing attorney Kenneth Lau take her advice, even though he repeatedly declined, which created a loophole for opposing counsel.
- 2.) The trial judge provided attorney Kenneth Lau legal advice again to withdraw his Motion for Summary Judgment for Possession on August 27, 2021 because she did not think he would like the outcome. Hawaii Rules for Civil Procedure Rule 56 Motion for Summary Judgment was not followed because Petitioner was denied a Trial date to be scheduled, which is the next step in this lawsuit since no Motion for Summary Judgment existed.
- 3.) The trial judge engaged in ex parte communication with opposing counsel in Case: 1DRC-21-0001879 on September 10, 2021 in reference to attorney Kenneth Lau not having the correct lease. The trial judge then questioned attorney Kenneth Lau on September 24, 2021 to ensure he submitted the correct lease in his new motion before his case was called.

4.) The trial judge deemed Petitioner's Motion for Reconsideration or New Trial as MOOT on September 24, 2021, when there was no reason for it to be MOOT because Petitioner filed her Motion on August 30, 2021 and received a court hearing date of September 24, 2024. Possession was not granted in the Motion for Summary Judgment for Possession, since the attorney withdrew his Motion on August 27, 2021.

5.) The trial judge then Granted a Motion for Summary Judgment for Possession on September 24, 2021 by solely focusing on the expired lease, although the Rental Lease was unconscionable. Petitioner's efforts to argue that the legal Certified Section 8 Lease was not submitted (only the Mandatory Section 8 Tenancy Addendum was updated) were all rejected and deemed as MOOT. Petitioner's disputed factual evidence she provided in her response were all rejected. Summary Judgment rules were not followed.

Petitioner Celeste M. Gonsalves presents these Two Questions and requests the Supreme Court of the United States to Grant her Petition for a Writ of Certiorari, so a proper, unbiased review of the Transcript Record can determine the validity of her claims.

REASONS FOR GRANTING THE PETITION

Petitioner Celeste M. Gonsalves states the main reason for the Supreme Court of the United State to Grant her Petition for an application for a Writ of Certiorari is because addressing these foregoing issues is of significant importance and grave public interest since the issues outlined and presented directly affect this nation's underserved population who stand to suffer all the consequences and may experience irreparable harm if these federally mandated rules are not respected, followed, and enforced in all state courts, on behalf of Federal HUD Section 8 Recipients.

The secondary reason Petitioner Celeste M. Gonsalves states is the opportunity for a underprivileged individual, like herself, to seek relief comparable to a litigant with economic resources to attain and retain counsel, when unfairness occurs. As a Pro Se Litigant with very limited resources who has diligently tried to work through the rules of this court to properly comply, it is also important to mention that the Hawaii State Court System as an entire governmental public entity has failed her profusely, and this is her last chance in an attempt to 'Right a Wrong.'

Lastly, the acceptance of this Petition and the ordering of its complete case files may provide the Supreme Court Justices a glimpse of the socioeconomic disparity that currently exists for Federal HUD Section 8 Recipients. Only when respect and enforcement of the Mandatory Federal HUD Section 8 Rules, Policies, and Procedures for Evictions are administered by All State Courts, will these respective recipients gain a fighting chance to present a defense.

Fairness is something that people with limited options need to believe in.

CONCLUSION

The petition for a writ of certiorari should be granted.

Respectfully submitted,

Celeste M. Gonzalez

Date: October 21, 2024