

No. _____

**IN THE
SUPREME COURT OF THE UNITED STATES**

MICHELLE M. LEPENDORF

Petitioner

vs.

JOHN A. HARTMANN, III

Respondent

**CERTIFICATION IN SUPPORT OF PETITIONERS' APPLICATION
FOR STAY OF ORDER ISSUED BY THE SUPERIOR COURT OF NEW JERSEY
PENDING FILING AND DISPOSITION OF A PETITION FOR *WRIT OF CERTIORARI***

Michelle M. Lependorf, *Pro Se*
81 Westcott Road
Princeton, NJ 08540
609-250-3537

CERTIFICATION

I, Michelle Lependorf, the applicant or “Petitioner” herein, offers this Certification in support of *Petitioner’s Application for Stay of Order Issued by the Superior Court of New Jersey Pending Filing and Disposition of Petition for a Writ of Certiorari*. I do hereby certify as follows:

1. I am the plaintiff in an action for divorce that was filed in the Family Part of the New Jersey Superior Court in 2022, which is currently being arbitrated.
2. From December 16, 2022 through October 4, 2023, Respondent was my divorce counsel. However, his services were terminated by me on October 4, 2023 for what I considered to be a breach of his duty of loyalty, unreasonable delay in prosecuting my divorce and otherwise providing poor legal representation.
3. On or about March 1, of 2024, after refusing to transfer my file to my successor counsel for over four months, Respondent filed a motion seeking permission to assert an attorney fee lien in my divorce, for unpaid legal fees he alleged were owed by me, which motion was granted by the trial court on or about April 12, 2024 (the “April 2024 Order”)(*A copy of the April 2024 Order is attached hereto as Exhibit “A” and made a part hereof.*)
4. In light of the asserted lien, the April 2024 Order directed divorce counsel to sequester and maintain “any and all assets **awarded to the Plaintiff** in the above-captioned matter . . . which come into their possession . . .” up to the value of Respondent’s claimed alleged lien. However, this duty of sequestration was made subject to my right to have the exact amount of Respondent’s

lien determined in a separate attorney-client fee dispute proceeding that was then pending between me and the Respondent (the "Fee Dispute Proceeding").

5. The April 2024 Order was issued by the trial court before my husband and I executed an agreement to arbitrate our divorce with the person who is presently serving as the arbitrator in our divorce.
6. The person who is presently serving as the arbitrator in my divorce was engaged to arbitrate my divorce on or about June 10, 2024, pursuant to the terms of a Consent Order and Agreement for Arbitration ("COAA"), which is required to be executed under R. 5:1-5(b) *et seq.* of the New Jersey Rules of Court before a matrimonial matter may validly be arbitrated.
7. The only parties who signed the COAA were me, my husband, our respective counsel, the arbitrator and the trial court judge. Respondent was not a party to the COAA. (See copies of *the first and second pages of the COAA and the signature pages reflecting the signatures of myself, my husband and our respective counsel, which are attached hereto as Exhibit "B" and made part hereof.*)
8. As of the date of this Certification, the Fee Dispute Proceeding is still pending and remains unresolved.
9. As of the date of this Certification, the underlying action for divorce is still pending and remains unresolved.

10. Given that my divorce has not yet been resolved, no assets have been ***“awarded”*** to me in my divorce and placed in the possession of divorce counsel, as was contemplated in the April 2024 Order.
11. I have resided in my NJ marital home since January 2005, and I have solely occupied it since my husband moved out of the home in November 2022.
12. Sometime in September or October of 2024, the Defendant and I mutually agreed to sell our NJ marital home, *in advance of* finalizing our divorce.
13. In February 2025, my husband and I received an offer to purchase our NJ marital home, which we accepted. The home is now scheduled to close on May 30, 2025.
14. In anticipation of selling my NJ marital home, I have been searching for a new home and have attempted to get pre-qualified for a mortgage; however, obtaining a mortgage has been challenging for me, because the bulk of my current interim monthly spousal support over the past two years has not been paid to me directly. As such, the full value of my spousal support is not considered by lenders as income for mortgage qualification purposes. Therefore, in order to buy a new home, I must either obtain an exception to mortgage lending guidelines, which is difficult, or use more of the sales proceeds received from the sale of the NJ marital home as a down payment to reduce the lender’s risk.
15. I have been advised by my current mortgage broker that my opportunity and chances of obtaining a mortgage through her lender would be improved if I were

able to reduce the lender's risk by providing more funds as a downpayment. (See *Letter from my mortgage broker, Kate Logue, attached hereto as Exhibit "C" and made part hereof.*)

16. Given the challenges I face in securing a mortgage, I will need to use nearly all of the proceeds received from the sale of my NJ marital home to secure a new home, for which I have been diligently searching.
17. Although there are other assets to be equitably divided in my divorce, they are either illiquid and/or are not under my custody/control.
18. Mortgage rates are currently high, housing inventory is low, and home prices are high. Thus, my need to receive and have use of the proceeds resulting from the sale of my NJ marital home is acute if I am to acquire a new home to replace the home that is being sold on May 30, 2025.
19. Upon learning of the scheduled sale of my NJ home, the Respondent began engaging in an aggressive letter writing campaign, pursuant to which he sent several letters to third parties, such as my real estate broker, my real estate lawyer and employees of the title insurance company, all claiming that he had the right to have his attorney fee lien sequestered from the proceeds received from the sale of my NJ marital home. This was highly embarrassing to me and a breach of the confidentiality that generally attaches to divorce proceedings.
20. Respondent's letter writing campaign revealed that he believed that the April 2024 Order allowed him to sequester the alleged value of his claimed fee lien

from the proceeds received from the sale of my NJ marital, a position with which I disagreed.

21. The April 2024 Order, by its terms, requires the sequestration of amounts that are “awarded” to me in my divorce. It does not require the sequestration of amounts received by me pursuant to a mutual agreement to voluntarily sell a marital asset in advance of the final adjudication or resolution of my divorce.
22. There are other valuable and significant assets to be divided and “awarded” to me once my divorce is adjudicated or otherwise resolved in final.
23. If Respondent is allowed to have his claimed attorney fee lien sequestered from the proceeds received from the sale of my NJ marital home, I would be displaced from my current home while also being deprived of the means to purchase a new one.
24. The amount of Respondent’s claimed attorney fee lien has not yet been determined in the Fee Dispute Proceeding. Thus, any amounts sequestered from the proceeds received from the sale of my NJ marital home cannot yet be paid to him; however, as there are other marital assets to be equitably divided in my divorce, the amount of Respondent’s claimed attorney fee lien can be sequestered and/or satisfied from other marital assets, once my divorce concludes. Respondent, therefore, faces no threat of non-payment of his claimed lien; however, I face housing insecurity in less than 20 days.
25. On or about April 7, 2025, I filed a Motion Seeking Declaratory Relief with the trial court requesting that it clarify the April 2024 Order, i.e., declare whether, by its

terms, Respondent could sequester the value of his claimed fee lien from the proceeds received from the sale of my NJ marital home, given that such amounts were not being received by me pursuant to any award, but instead were resulting from a mutual and voluntary decision to sell of my NJ marital home.

26. On May 2, 2025, the trial Court denied my motion for declaratory relief on the basis that it lacked jurisdiction to decide the matter because my divorce was subject to arbitration. It, therefore, directed that the controversy be submitted to the marital arbitrator in my divorce for resolution. A copy of the trial court's May 2, 2025 Order is attached hereto as Exhibit "D."
27. The trial court's May 2, 2025 Order effectively forces me to arbitrate a dispute with Respondent, within my divorce, even though he is not a party to the COAA that was executed by me in my divorce. Moreover, Respondent and the marital arbitrator are conflicted, as more specifically described hereinafter.
28. Respondent was the party who initially proposed engaging the marital arbitrator in my divorce, when Respondent was my divorce counsel. However, I terminated Respondent's services before engaging the arbitrator's services. Nevertheless, after being terminated, Respondent retaliated and started writing to the trial court articulating positions that were contrary to those being taken by my successor counsel, who had sought to remove my divorce from arbitration altogether. By contrast, Respondent, even though he was no longer my lawyer, insisted to the trial court that I should be required to arbitrate my divorce and that I should be required to do so with the arbitrator that had been chosen by

him, because that arbitrator had been agreed upon in a prior Consent Order that had been executed by him when he was my divorce counsel.

29. Given that Respondent was no longer my counsel, it seemed suspect to me that he would have any interest, whatsoever, in whether or not my divorce was placed in arbitration and who would serve as the arbitrator.
30. The acrimony between me and the Respondent, which continues to this day, creates a reasonable apprehension of biased decision-making by my marital arbitrator as to any disputes between me and Respondent, which is only heightened by the fact that Respondent was the referral source for the arbitrator's engagement in my divorce. The current arbitrator would not be serving as such in my divorce right now and would not be enjoying the income/business derived therefrom, were it not for Respondent's recruitment of his services and subsequent advocacy for his services with the trial court. This, in my view, creates a business/financial conflict of interest that prevents my dispute with Respondent from being decided by the arbitrator in my divorce.
31. Given that Respondent did not execute the COAA in my divorce, I disagreed with the directive contained in the trial court's May 2, 2025 Order, which required that I arbitrate with Respondent using the arbitrator in my divorce.
32. I never had reason to challenge the arbitrator's jurisdiction prior to May 2, 2025 because I never interpreted the trial court's April 2024 Order as permitting the arbitrator to do anything other than decide how to satisfy, from amounts

awarded me in my divorce, Respondent's fee lien, once it had been finally determined in the Fee Dispute Proceeding.

33. I have not waived any right to challenge the arbitrator's jurisdiction to arbitrate disputes arising between me and the Respondent and I maintain that such jurisdiction does not exist and was never conferred upon the arbitrator in my divorce, because Respondent is not a party to the COAA in my divorce, which is a necessary prerequisite to the exercise of jurisdiction under both the 14th Amendment and the New Jersey Court Rules, R. 5:1-5(b) et seq.
34. I immediately appealed the trial court's Order denying my motion for declaratory relief and compelling me to arbitrate my dispute with Respondent in my divorce. My motion had essentially asked the trial court to interpret its own Order, which is something the trial court should have done, rather than direct the arbitrator to do, particularly considering that the April 2024 Order pre-dates the arbitrator's engagement.
35. Under New Jersey law, trial court orders that compel arbitration are immediately appealable, as of right.
36. My appeal to the Appellate Division was made on an emergent basis given the imminent harm(s) presented. I did so after the trial court denied a subsequent Order to Show Cause I had filed, which requested a stay of the trial court's May 2, 2025 Order compelling arbitration, pending appeal. The Order to Show Cause was denied on May 6, 2025 and the Appellate Division denied my emergent application on May 7, 2025. (*Copies of the trial court's Order denying my Order*

to Show Cause and the Appellate Division's denial of my emergent appeal are attached hereto as part of Exhibit "E.")

37. On May 8, I appealed the Appellate Division's decision to the New Jersey Supreme Court, on an emergent basis; however, my application to that Court was also denied on May 9, 2025. *(See copy of that denial Order at Exhibit "E.")*
This Application for a stay immediately followed.
38. I intend to file a Petition Seeking a Writ of Certiorari from this Court challenging the trial court's Order compelling me to arbitrate my dispute with a party with whom I have not consented to arbitrate such dispute. Respondent is not a signatory to the COAA that was executed by me in my divorce and, thus, the arbitrator's jurisdiction does not extend to deciding disputes between me and Respondent under the COAA that was executed by me in my divorce.
39. I will suffer irreparable harm, in the form of a denial of procedural due process, as well as deprivation of a significant property interest, if the trial court's May 2, 2025 is not stayed prior to my home sale on May 30, 2025.
40. I respectfully request a stay from Your Honor.

CERTIFICATION

I, Michelle M. Lependorf, do hereby certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.



Michelle M. Lependorf

Dated: May 12, 2025

EXHIBIT A
(April 2024 Order)

PREPARED BY THE COURT

MICHELLE M. LEPENDORF,

Plaintiff

SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION/FAMILY PART
MERCER COUNTY

vs.

DOCKET NO.: **FM-11-000547-22**

GABRIEL R. LEPENDORF,

Defendant.

CIVIL ACTION

ORDER

THIS MATTER, having come before the court upon Notice of Motion by John A. Hartmann, III, Esq., of the law office of to Pellettieri, Rabstein & Altman, former attorney for the

Plaintiff, Michelle M. Lependorf, seeking to assert an Attorney's Lien pursuant to N.J.S.A. 2A:13-

5 and R. 1:20A-6, with due notice to the Plaintiff, Michelle M. Lependorf, Elizabeth M. Foster Fernandez, Esq. of the law office of Eveland & Foster, LLC, superseding attorney for the Plaintiff, and Barbara Ulrichsen, Esq., of the law office of Ulrichsen, Rosen & Freed, LLC, on behalf of the Defendant, Gabriel R. Lependorf, and the court having considered all the pleadings submitted; and for the reasons set forth on the record;

It is on this 12th day of April, 2024, ORDERED as follows:

1. The application of John A. Hartmann, III, Esq., of the law office of to Pellettieri, Rabstein & Altman, former attorney for the Plaintiff, Michelle M. Lependorf, seeking to assert an Attorney's Lien pursuant to N.J.S.A. 2A:13-5 and R. 1:20A-6, is hereby transferred to Glynn Dwyer, Esq., the Arbitrator mutually selected by the parties pursuant to their Consent Order of August 2, 2023, who shall determine all issues regarding the parties' matrimonial claims, including Pellettieri, Rabstein & Altman's attorney lien;

2. Elizabeth M. Foster-Fernandez, Esq. of the law office of Eveland & Foster, LLC, attorneys for the Plaintiff, Michelle M. Lependorf, and any successor attorney for the Plaintiff, and Barbara Ulrichsen, Esq., of the law office of Ulrichsen, Rosen & Freed, LLC, attorney for the Defendant, Gabriel R. Lependorf or any successor attorney for the Defendant, shall sequester and maintain any and all assets awarded to the Plaintiff in the above-captioned matter which are in their possession or may come into their possession, to a maximum of \$84,297.00, pending the resolution the Attorney's Lien and the Plaintiff's Fee Dispute;
3. Notwithstanding this Order, the Plaintiff, Michelle M. Lependorf, retains her right to file for fee dispute arbitration in accordance with R. 1:20A-3; and
4. A copy of this Order shall be served by the movant on all attorneys of record within 7 days of this Order. The movant shall also serve copy of said order to the Plaintiff, Michelle M. Lependorf, by certified mail, return receipt requested and regular first-class mail at her last known address, within 7 days of this Order.

A handwritten signature in black ink, reading "Russell Wojtenko Jr", written over a horizontal line.

HON. RUSSELL WOJTENKO, JR., J.S.C.

EXHIBIT B

(First 2 pages and signature pages of the COAA)

ULRICHSEN ROSEN & FREED LLC

By: Barbara Ulrichsen, Esquire
NJ Attorney Identification No.: 019571974
114 Titus Mill Road, Unit 200
Pennington, NJ 08534
Telephone No.: (609) 730-3850
Facsimile No.: (609) 730-3860
Email: bu@urf-law.com
Attorneys for Defendant, Gabriel R. Lependorf

MICHELLE M. LEPENDORF,	:	SUPERIOR COURT OF NEW JERSEY
	:	CHANCERY DIVISION – FAMILY PART
Plaintiff,	:	MERCER COUNTY
	:	DOCKET NO. FM-11-547-22
vs.	:	
	:	<u>Civil Action</u>
GABRIEL R. LEPENDORF,	:	
	:	CONSENT ORDER/AGREEMENT FOR
Defendant.	:	ARBITRATION

WHEREAS, the parties have been made fully aware of their rights not to enter into arbitration and to have all or portions of their case heard to completion by the Superior Court of New Jersey, Chancery Division, Family, Part, Mercer County;

WHEREAS, instead, the parties, after full and complete discussions with their counsel, have elected to arbitrate any and all issues that could be raised in the Superior Court of New Jersey, Chancery Division, Family Part arising out of their marriage pursuant to the procedures set forth herein;

WHEREAS, by executing this Consent Order/Agreement, the parties acknowledge the following:

- A. The parties understand their entitlement to a judicial application of their dispute and are willing to waive that right;
- B. The parties are aware of the limited circumstances under which a challenge to the award may be advanced and agree to those limitations;

- C. The parties have had sufficient time to consider the implications of their decision to arbitrate;
- D. The parties have entered into this arbitration agreement freely and voluntarily, after due consideration of the consequences of doing so;
- E. Each has received a copy of this Order;
- F. Each has read same before executing it;
- G. Each has a full and complete understanding of this Order;
- H. Each party has discussed all terms with his/her counsel;
- I. Each party has given independent reflection and judgment to the terms and provisions of this Order/Agreement before executing it; and
- J. Each party agrees to be bound by the terms of this Order/Agreement.

WHEREAS, the parties agree to the terms hereof voluntarily of their own free will, without coercion or duress and free of the influence of intoxicants or narcotics.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter contained, the parties agree as follows:

Consent to Arbitrate, Scope of Arbitration, Law Applicable

- 1. The Whereas clauses of this Order are incorporated herein as essential terms.
- 2. Except as otherwise provided in this Consent Order, the provisions of N.J.S.A. 2A:23B-1 et. seq. (UNIFORM ARBITRATION ACT) and the substantive law of the State of New Jersey shall apply to the arbitration proceeding agreed to in this Consent Order.
- 3. All issues arising out of the parties' marriage that could be raised in the Superior Court of New Jersey, Chancery Division, Family Part – both *Pendente Lite* and final – shall be subject to the jurisdiction of this Order. The jurisdiction of the arbitrator shall specifically include

Notices to Court

54. The parties agree to proceed in good faith and with dispatch in the arbitration process.

55. The parties' required questionnaires are attached hereto as **Ex. B**.

HON. RUSSELL WOJTENKO, JR., JSC

Bettina E. Munson, Esquire
Attorney for Plaintiff



Barbara Ulrichsen, Esquire
Attorney for Defendant

Michelle M. Lependorf, Plaintiff



Gabriel R. Lependorf, Defendant

Glynn Dwyer, Esq., Arbitrator

Notices to Court


54. The parties agree to proceed in good faith and with dispatch in the arbitration process.

55. The parties' required questionnaires are attached hereto as **Ex. B**.

HON. RUSSELL WOJTENKO, JR., JSC



Bettina E. Munson, Esquire
Attorney for Plaintiff



Michelle M. Lependorf, Plaintiff

Barbara Ulrichsen, Esquire
Attorney for Defendant

Gabriel R. Lependorf, Defendant

Glynn Dwyer, Esq., Arbitrator

EXHIBIT C

(Letter from mortgage broker Kate Logue)



May 8, 2025

To Whom it May Concern:

I am a loan officer with M&T Bank. I have been working with Michelle Lependorf to secure the financing needed to purchase a new home to replace her marital residence located at 81 Westcott Road, Princeton, NJ 08540. This property is under contract to close May 30, 2025. As agreed, she will split the total proceeds with spouse, her share of proceeds estimated at \$700,000.

I have guided Ms. Lependorf throughout the mortgage application process and collected the required data. She is applying for a loan of \$700,000.

Mortgage guidelines require a minimum 6-month history of receipt to allow alimony as income. Ms. Lependorf's Pendente Lite Agreement reflects spousal support for the past 24+ months. She currently receives \$3330 per month via VENMO, and her spouse covers the additional household expenses of \$9800+ per month. This structure is unique. Although these additional expenses provide her with combined spousal support in excess of \$13,000 per month, the method makes it difficult to reconcile with guidelines.

I have submitted Ms. Lependorf's financial data to M&T Bank's Portfolio Risk Department as this loan requires an exception to guidelines to allow income. While I am cautiously optimistic that she will obtain a mortgage commitment, there are no guarantees the bank will proceed. I have also asked the bank to consider offering a reduced loan amount to offset risk; however, this option would require a larger down payment.

Best regards,

Kate

A handwritten signature in cursive script, appearing to read "Kate Logue".

Kate Logue

AVP/Senior Loan Officer | NMLS# 199568

M&T Bank | Mortgage Division

EXHIBIT D

(May 2, 2025 Order Denying Motion for Declaratory Relief/Compelling Arbitration)

FILED

May 2 2025

**SUPERIOR COURT OF NJ
MERCER VICINAGE
FAMILY DIVISION**

PREPARED BY THE COURT

MICHELLE M. LEPENDORF,
Plaintiff

SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION/FAMILY PART
MERCER COUNTY

vs.

DOCKET NO.: **FM-11-000547-22**

GABRIEL R. LEPENDORF,
Defendant.

CIVIL ACTION

ORDER

THIS MATTER, having come before the court upon Notice of Motion Seeking Declaratory Relief filed by the plaintiff, Michelle Lependorf, pro se, with due notice to John A. Hartmann, III, Esq., of the law office of Pellettieri, Rabstein & Altman, former attorney for the Plaintiff, Michelle M. Lependorf, Bettina Munson, Esq, plaintiff's current attorney, and Barbara Ulrichsen, Esq., of the law office of Ulrichsen, Rosen & Freed, LLC, on behalf of the Defendant, Gabriel R. Lependorf, and the court having considered all the pleadings submitted;

It is on this 2nd day of May, 2025, ORDERED as follows:

1. The Plaintiff's pro se application for declaratory relief, is **DENIED** for lack of jurisdiction.
2. As per this court's order of April 12, 2024, the issue the attorney lien asserted by John A. Hartmann, III, Esq., of the law office of to Pellettieri, Rabstein & Altman, as well as the Plaintiff's fee dispute, were transferred to Glynn Dwyer, Esq., the Matrimonial

Arbitrator mutually selected by the parties pursuant to their Consent Order of August 2, 2023, for his determination;

3. Furthermore, as per this court's order of April 12, 2024, Elizabeth M. Foster-Fernandez, Esq. of the law office of Eveland & Foster, LLC, attorneys for the Plaintiff, Michelle M. Lependorf, and any successor attorney for the Plaintiff, and Barbara Ulrichsen, Esq., of the law office of Ulrichsen, Rosen & Freed, LLC, attorney for the Defendant, Gabriel R. Lependorf or any successor attorney for the Defendant, shall sequester and maintain any and all assets awarded to the Plaintiff in the above-captioned matter which are in their possession or may come into their possession, to a maximum of \$84,297.00, pending the resolution the Attorney's Lien and the Plaintiff's Fee Dispute.
4. Notwithstanding this Order, the Plaintiff, Michelle M. Lependorf, retains her right to file for fee dispute arbitration in accordance with R. 1:20A-3.
5. A copy of this Order shall be served by the movant on all attorneys of record within 7 days of this Order.



HON. RUSSELL WOJTENKO, JR., J.S.C.

X No transcript of this decision was made as the emergent application was decided solely on the written submissions, without oral argument.

EXHIBIT E

(Subsequent Orders/Decisions Rendered by Trial Court, Appellate Division and the New Jersey Supreme Court Denying Requests to Stay Compelled Arbitration)

FILED

May 6 2025

**SUPERIOR COURT OF NJ
MERCER VICINAGE
FAMILY DIVISION**

PREPARED BY THE COURT

MICHELLE M. LEPENDORF,

Plaintiff

SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION/FAMILY PART
MERCER COUNTY

vs.

DOCKET NO.: **FM-11-000547-22**

GABRIEL R. LEPENDORF,

Defendant.

CIVIL ACTION

ORDER

THIS MATTER, having come before the court by way of an Emergent Application to Stay Arbitration Pending Appeal filed by the plaintiff, Michelle Lependorf, pro se, with due notice to John A. Hartmann, III, Esq., of the law office of Pellettieri, Rabstein & Altman, former attorney for the Plaintiff, Michelle M. Lependorf, Bettina Munson, Esq, plaintiff's current attorney, and Barbara Ulrichsen, Esq., of the law office of Ulrichsen, Rosen & Freed, LLC, on behalf of the Defendant, Gabriel R. Lependorf, and the court having considered all the pleadings submitted;

IT IS on this 6th day of May 2025:

ORDERED that the movant's application to stay arbitration pending her appeal of the court's prior order of May 2, 2025, is **DENIED**.

THE REASONS FOR ENTRY OF THIS ORDER:

Pursuant to R. 2:9-5(b), it is well established that the standard governing whether to grant a motion for a stay is the same standard used by the courts in deciding whether to grant injunctive

relief, for the simple reason that a stay is a type of injunctive relief. See Garden State Equality v. Dow, 433 N.J. Super. 347, 350 (2013). The standards for emergent relief are clear. As delineated in Crowe v. DeGiola, 90 N.J. 126, 139 (1982), a party seeking injunctive relief must demonstrate that: (1) the moving party will suffer irreparable harm if the Injunction does not issue; (2) the claim for relief is based upon an established legal right; (3) the moving party has a substantial likelihood of success on the merits of the case; and (4) the balance of the equities favor the moving party. See also Garden State Equality v. Dow, 433 N.J. Super. at 350. After considering the movant's moving papers, this Court finds that the movant has failed to meet this standard for relief. This court finds that the movant has not demonstrated, by clear and convincing evidence, that substantial, immediate, and irreparable harm would follow in the absence of preliminary injunctive relief. In addition, the movant has not demonstrated a clearly settled right in their favor or a reasonable probability of ultimate success on the merits. The movant also has not shown that a balancing of the relative hardships to the parties calls for a granting of the relief sought on an emergent basis. Therefore, the movant's emergent application to stay arbitration pending her appeal is hereby denied.

FILED

May 6 2025

**SUPERIOR COURT OF NJ
MERCER VICINAGE
FAMILY DIVISION**



HON. RUSSELL WOJTENKO, JR.
JUDGE OF THE SUPERIOR COURT OF NEW JERSEY

X No transcript of this decision was made as the emergent application was decided solely on the written submissions, without oral argument.

MICHELLE M. LEPENDORF,

Plaintiff,

v.

GABRIEL R. LEPENDORF,

Defendant.

Case Name

**Superior Court of New Jersey
Appellate Division**

Appellate Division

Docket Number

(if available)

Superior Court of New

Trial Court or Jersey, Chancery

Agency Below: Division, Family Part,

Mercer County

Trial Court or

Agency Docket

Number: FM-11-547-22

**Disposition on Application for
Permission to File
Emergent Motion - Denied**

Do Not Fill in This Section – For Court Use Only

The application of Michelle M. Lependorf for leave to file an emergent motion on short notice is **Denied** for the following reasons:

- ☒ The application on its face does not concern a threat of irreparable injury, or a situation in which the interests of justice otherwise require adjudication on short notice. The applicant may file a motion with the Clerk's Office in the ordinary course.
- ☐ The threatened harm or event is not scheduled to occur prior to the time in which a motion could be filed in the Clerk's Office and decided by the court. If the applicant promptly files a motion with the Clerk's Office it shall be forwarded to a Panel for decision as soon as the opposition is filed.
- ☐ The applicant did not apply to the trial court or agency for a stay, and obtain a signed court order, agency decision or other evidence of the ruling before seeking a stay from the Appellate Division.
- ☐ The application concerns an order entered during trial or on the eve of trial as to which there is no prima facie showing that the proposed motion would satisfy the standards for granting leave to appeal.

☐ The timing of the application suggests that the emergency is self-generated, given that no good explanation has been offered for the delay in seeking appellate relief. Due to the delay, we cannot consider a short-notice motion within the time frame the applicant seeks, without depriving the other party of a reasonable time to submit opposition. And the magnitude of the threatened harm does not otherwise warrant adjudicating this matter on short notice despite the delay. If the applicant promptly files a motion with the Clerk's Office it shall be forwarded to a Panel for decision as soon as the opposition is filed.

☐ Other reasons:



Maritza Berdote Byrne, J.A.D.

5/7/2025

Date



Supreme Court of New Jersey
Single-Justice Disposition on Application for Emergent Relief (*Rule 2:9-8*)

Case title: Michelle Lependorf v. Gabriel Lependorf

Supreme Court
docket number: (090674) (S-98-24)

Appellate Division
docket number (if available):

Applicant's name: Michelle Lependorf

The applicant's request for permission to file an emergent motion and any related request for a temporary stay or other relief pending disposition of an emergent motion are DENIED for the following reason(s):

- ☐ 1. The matter does not concern a genuine emergency or otherwise does not warrant adjudication on short notice. The applicant may file a regular motion for review by the Superior Court, Appellate Division in the ordinary course.
- ☐ 2. The Appellate Division has entered an order or judgment, and the matter is not emergent or otherwise does not warrant adjudication on short notice. The applicant may file a regular motion for review by the Supreme Court in the ordinary course.
- ☐ 3. The application concerns an order entered during or on the eve of trial as to which there is no prima facie showing that immediate interlocutory intervention is required. The applicant may file a regular motion in the appropriate court for review in the ordinary course.
- ☐ 4. The applicant must obtain a signed order or disposition from the Appellate Division before requesting relief from the Supreme Court.
- ☒ 5. Other: The applicant has failed to establish an entitlement to emergent relief under *Crowe v. De Gioia*, 90 N.J. 126, 132-34 (1982).

Date: 5/9/2025

By:

A handwritten signature in black ink, appearing to read "Heather Joy Baker".

Name: Heather Joy Baker, Clerk, on behalf of Justice Fabiana Pierre-Louis