

No. 25-360

In the Supreme Court of the United States

J.P. Pro Se

Petitioner

v.

J N

Respondent

ORIGINAL

FILED
OCT 09 2024

OFFICE OF THE CLERK
SUPREME COURT, U.S.

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

PETITION FOR A WRIT OF CERTIORARI

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November 9, 2024

Date Submitted: November 10, 2024

Date Certiorari Granted _____

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QUESTION PRESENTED

1. Did corruption within the NJ judiciary violate the petitioner-plaintiff's constitutional rights?
2. Why was the Appellate team switched to all individuals who were Alma Maters with NJ Superior Court Judge Robert H. Gardner (his decision was on appeal), from the Part D team, consisting of all former victims' advocates, with no common thread to Judge Gardner (Greta Gooden-Brown, Stephanie Ann Mitterhoff and Michael J. Haas) to serve the interest of Judge Gardner, over that of the petitioner plaintiff?

The Alma Maters were also from the same practice region as Judge Gardner (Whipple, Mayer and Enright).

3. Did Judge Whipple's appointment on the NJ Supreme Court, at the time of its decision not

4. to hear this matter, concerning her corruption, foster impropriety on part of the NJ Supreme Court?
 - a. Could a reasonable person expect objectivity from the Supreme Court, in light of this?
5. Was Judge Gardner still worthy of the bench, after having ruled against ADA Access to NJ voting centers?
6. What effect should fraud have on a settlement agreement?
7. Should Judge Messano have recused himself from presiding over the appeal; practically being from the same town, and country club as defense counsel and defendant?
8. Did favoritism play a role, in the Appellate court changing the defendant's caption to his

9. initials, to protect his identity as an alleged child molester. The rules clearly require a motion for a protective Order; however, no such motion was ever filed. Did his connection to the member of the NJ Appellate Division bring about this favor?

LIST OF PARTIES

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

RELATED PROCEEDINGS

J.P. v J N.
Docket No. 089145
Supreme Court of New Jersey

J.P. v J N.
Appellate No. A-002616-21-T4
Superior Court of New Jersey-Appellate Division

J.P. v J N.
Docket No. ESX-L-9584-21
Superior Court of New Jersey, Essex County, Law
Division

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PETITION FOR A WRIT OF CERTIORARI

Petitioner (plaintiff) J.P. respectfully petitions for a writ of certiorari to review the Appellate Court of New Jersey's decision.

OPINIONS BELOW

The unpublished and impounded opinion for Appellate case # A-2616-21 is annexed as Appendix A

JURISDICTION

This Court's jurisdiction rests on 28 U.S.C. 1254(1).

The date on which the NJ Supreme Court denied my petition for certification of the appellate decision was July 11, 2024.

**CONSTITUTIONAL AND STATUTORY
PROVISION INVOLVED**

1. Article III
2. Canons of Judicial Conduct
3. Canon 1

**An Independent and Impartial Judiciary Is
Indispensable to Justice. A Judge Therefore
Should Uphold and Should Promote The
Independence, Integrity, And Impartiality Of
The Judiciary.**

4. **Canon 1**
Rule 1.1
Independence, Integrity and Impartiality
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5. **Canon 1**
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Precedence of Judicial Office

10. Canon 3
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Disqualification

15. Common Law Fraud

16. Rules Governing Civil Practice,
Superior Court of New Jersey

17. R. 4:18 Discovery and Inspection of Documents

18. R. 4:24 Time for Completion of Discovery

19. NJ Rev Stat 25:2-26 (2021)
Factors In Determining Intent

20. NJ Rev Stat 25:2-29

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22. NJ Rev Stat 25:2-25

Transfer of Obligation Voidable as to present
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23. NJ Rev Stat 25:2-27

Transfer or obligation as to present creditor

24. NJ Rev Stat 25:2-23

25. NJ Uniform Fraudulent Transfer Act

26. NJ Rev Stat 25:2-20

27. NJ Rev Stat 25:2-31(a)

28. NJSA 46:3-13

29. NJSA 25-28

30. CPLR 213(8)

31. R. 4:9-1

STATEMENT

A. Statutory background

This case concerns corruption within the NJ court system; Article III and the Canons of Judicial Conduct are essential to the case.

In addition, the effects of common law fraud on a settlement agreement are also in question, along with the effects of statutory fraud on a settlement agreement.

Lastly, the effects of the doctrine of Good Faith and Fair Dealing on a contract must be assessed.

B. Factual background: all exhibits mentioned as Pa's are annexed to underlying case briefs, not this Writ of Certiorari

Supreme Court and Appellate Division

On July 11, 2024, in docket# 089145, the NJ Supreme Court, without giving an opinion, refused to

review the NJ Appellate court's January 17, 2024, decision, docket# A-2616-21.

Petitioner-Plaintiff argued explicit proof of corruption was evident. Specifically, The Appellate team being switched from Part D, consisting of all former victims' advocates, with no common thread to the Superior Court Judge, whose decision was being appealed (Greta Gooden-Brown, Stephanie Ann Mitterhoff and Michael J. Haas), to all individuals who are Alma Matters with the Judge (Robert H. Gardner), also all from the same practice region (Whipple, Mayer and Enright).

In addition, Judge Whipple was now on the NJ Supreme Court, at the time of its decision, to not hear the matter. How one could then expect objectivity from the NJ Supreme Court was now in question.

One would also argue against Judge Messano presiding over the appeal; practically being from the

same town, and country club as defense counsel and defendant - he should have recused himself.

Petitioner-Plaintiff also argued the justices of the appellate division marred the integrity of the Court, by glossing over integral facts of the case, rearranging team members to support a fellow alma mater judge and making inappropriate applications of law. It was clear, the goal of their opinion was to rehabilitate Judge Rober H. Gardner's flawed adjudication of the underlying matter.

On the underlying fraud issues, the justices failed to examine the defendant's intent in putting his money into an asset, just days before a settlement conference, where his liquidity for paying a settlement was to be assessed; along with his additional surreptitious conduct listed.

Essentially, they explicitly failed to examine the defendant's intent to commit fraud, knowing he

produced his balance sheet, with this material information in order to deceive the plaintiff and the court; in order to receive a more favorable outcome for himself; essentially, intentionally lessening the amount of cash he would have available to pay.

The justices also failed to examine the defendant's intent, in waiting until 6 days after the settlement conference, to file the deed with the county clerk.

They failed to examine the defendant's intent, in transferring 50.5% of the asset he put his money in, into his wife, and youngest son's name; yet representing the asset as 100 percent his on his balance sheet, at the settlement conference, to receive a full offset valuation in the determination of his liquidity for paying a settlement; and appearing to be responsible for the entire mortgage.

In terms of the breach of contract, the justices failed to explain why the good faith and fair dealing doctrine did not apply to the settlement agreement - in so much as the defendant not supplying a copy of his Will.

This was all the crux of the Superior Court litigation, which was wrongfully dismissed prior to discovery - the balance sheet wasn't even produced.

The justices failed to examine Judge Gardner's error in not permitting discovery to take place.

Additionally, the justices failed to strike defense counsel's brief, based on deficiencies listed in plaintiff's Points 1-7 of his Appellate reply brief.

The appellate team was improprietary in switching out team members to serve the interest of Judge Gardner; along with ignoring material facts.

The Underlying NJ Superior Court Cases

On March 9, 2022, plaintiff filed a first amended complaint, docket# ESX-L-9584-21, through his counsel Marc Calello, sounding in fraud and breach of contract, based on the defendant making misrepresentations and concealments relative to settlement negotiations, along with a fraudulent conveyance, all relative to an underlying matter.

The amended complaint was filed subsequent to the defense's 2.14.2022 Motion to Dismiss Based On The Pleadings, which was heard on March 18, 2022 by Judge Gardner.

On 3/18/2022, Judge Gardner erroneously issued an Order dismissing the plaintiff's claim with prejudice prior to discovery ever taking place.

In the plaintiff's underlying case, before NJ Superior Court Judge Mayra Tarantino, docket# ESX-

L-950-15, which was filed in February of 2015, plaintiff's attorneys (Dan Shapiro) 4.11.2019 Certification In Support of Motion to Enforce Settlement, which most accurately reflects the timeline; the reasoning for the 10.4.2017 settlement conference is clearly certified; specifically stating "seeking to bring the parties demand and offer closer together, Judge Tarantino held a settlement conference on October 4, 2017. Judge Tarantino asked the defendant to provide a personal balance sheet and list of assets and liabilities for the attorney's eyes only. Its purpose was to substantiate the defendant's claim regarding his financial resources. The parties and the court considered plaintiff's demand for damages but took into account Defendant's need to enter a settlement that bore a relationship to his resources. The court obtained consent from the Defendant to share his financial information with Plaintiff's

counsel in order to persuade the plaintiff to reduce his demand for settlement. Based on the financial information, Plaintiff lowered his demand. On July 13, 2018, settlement was reached (\$250,000 initially); Defendant's counsel prepared a comprehensive settlement agreement. Plaintiff reasonably relied on Defendant's counsel's representations throughout the process."

See "Pa 9, 10, 11 and 13" (Dan Shapiro's Underlying Case #1 Certification Papers) of the appellate appendix.

If you wish to review the entire settlement agreements:

See "Pa 14-20" (First Settlement Agreement prepared by John Hogan)

See "Pa 21-33" (Second Settlement Agreement prepared by Dan Shapiro)

The settlement agreement also stipulated the Plaintiff as a one-third beneficiary to Defendant's probated estate upon death.

See "Pa 15"

See "Pa 24-25 (Settlement Agreement prepared by Dan Shapiro)

The language of Dan Shapiro's certification went on to describe how the Defendant had entered into the settlement agreement in bad faith; with no intention of making timely payment; since after 8 months, he still had not made a payment, nor did he sign the settlement agreement or insert a pay by date (he was to be obtaining a supposed bank loan; the date was to be the pay by date).

See "Pa 9-13 (Dan Shapiro's Underlying Case #1 Certification Papers)

Furthermore, in the Settlement Agreement, Section 17 Reliance on Own Counsel; it is stated "but

for the provisions of releasee's balance sheet to the Releasor's attorney, for his eyes only, at the recommendation and advice of the court, which was provided in order to enable Releasor to discern Releasee's liquidity and ability to pay a settlement.

See "Pa 31-32" (Settlement Agreement prepared by **Dan Shapiro**)

Defendant was emphatic through his attorney, throughout the course of litigation; verbatim and exhaustively stating that he was a man of "limited means;" and that "appearances are deceiving;" which the Defendant's attorney's email chain to Dan Shapiro clearly reflects.

However, Judge Gardner, in not permitting discovery to take place, precluded the production of these emails, for the purpose of proof in the underlying matter, as well as this appeal.

Defendant's attorney's (John Hogan) 9.6.2018 email to Dan Shapiro stated the "ramifications of wiping himself (Defendant) out to zero net worth to pay your client is his decision assuming financing is even possible. However, Judge Gardner, in not permitting discovery to take place, precluded the production of this email, for the purpose of proof in the underlying matter as well as this appeal.

The purpose of the defendant's balance sheet at the 10/4/2017 settlement conference was to determine the defendant's liquidity for paying a settlement; essentially, how much cash and income the defendant had, versus his expenses, to allocate for the settlement; defendant also stated he would obtain loan funds to pay the plaintiff.

See "Pa 9-11, 13" (Dan Shapiro's Underlying Case #1 Certification Papers)

Also note, Judge Gardner, in not permitting discovery to take place, precluded the production of defense counsel's emails to Dan Shapiro concerning this topic, for the purpose of proof in the underlying matter, as well as this appeal.

On 9.29.2017, immediately prior to the 10.4.2017 settlement conference, the defendant purchased the condo, whereas the down payment reduced his liquid capital by approximately \$75,000 (including fees and closing costs); he also put the condo into his wife's and other son's name to reduce his ownership and equity in the asset to 49.5%. The defendant also increased his debt to income ratio to minimize his credit for obtaining a loan to pay a larger settlement amount, since there was now a mortgage obligation of approximately \$167,500 on the property.

See "Pa 34-44" (Defendant's Deed and Mortgage Papers)

See "Pa 9, par 3; Pa 11, par 2 and 3" (Dan Shapiro's Underlying Case #1 Certification Papers)

The defendant stated he would apply for a loan to pay the settlement after he made this transaction and knowing he increased his debt-to-income ratio, which lessened the likelihood he would be granted a loan, or at least minimizing the amount he would be permitted to obtain.

See "Pa 11 par 2 and 3" (Dan Shapiro's Underlying Case #1 Certification Papers)

Again, the defendant made the purchase and the 50.5% asset transfer immediately prior to the settlement conference.

The defendant did produce his balance sheet at the 10.4.2017 settlement conference, however, the balance sheet misrepresented the defendant as being the sole owner of the condominium valued at approximately \$242,500; it also concealed the date of

the condominium purchase which was 9.29.2017, immediately prior to the 10.4.2017 settlement conference, whereas the balance sheet was to be used to determine the defendant's liquidity to pay a settlement amount. The defendant also concealed the condominium's location being just 16 miles from his primary residence, at the beach.

Please note, Judge Gardner, in not permitting discovery to take place, precluded the production of the defendant's balance sheet, for the purpose of proof in underlying case #2, as well as this appeal.

The Defendant then waited until 6 days after the 10.4.2017 settlement conference with Judge Tarantino to record the purchase on 10/10/2017.

See "Pa 34" (Left Column Mortgage Filing)

See Pa 40 (Left Column Deed Filing)

Plaintiff and Defendant, through their respective counsels had been in settlement talks prior

to, during, as well as after the date of the defendant surreptitiously transferring his funds into the asset and reducing his ownership and equity to 49.5 percent. Dan Shapiro's 8/20/2017 letter to Judge Tarantino is proof of this and further proof of the settlement conference date of 10/4/2017, which the defense has contested. The letter also provides the details of the defendant's rape of the plaintiff and highlights corroborating testimony by two witnesses. It also discusses the brutally violent history of the defendant, and highlights corroboration by three witnesses of this; along with the defendant's dishonorable associations with murderous criminals which the defendant has admitted to.

See "Pa 45-50" (Dan Shapiro's 8.20.2017 Letter to Judge Tarantino)

C. Procedural background

The defendant molested the plaintiff when the plaintiff was 6 years old. An independent court appointed expert confirmed the likelihood of this, after interviewing both the defendant, and the plaintiff. The plaintiff had brought an action through his attorney Dan Shapiro, against the defendant under the Sexual Abuse Act, False Imprisonment, Intentional Infliction of Emotional Distress and Invasion of Privacy in February of 2015, docket no. ESX-L-950-15. This is the case which underlies and is the basis for the case on appeal.

After discovery had ended, a settlement conference was scheduled for, and conducted on 10.4.2017; leading to a settlement agreement being reached by the parties on 7.13.2018 (\$250,000 initially), which was drafted by defense counsel John Hogan; however, the defendant evaded execution and payment for nearly one and a half years, bringing

about a motion by plaintiff's counsel to enforce the settlement agreement, leading to an eventual second settlement agreement for \$225,000 payable over two years, in three installments.

On March 9, 2022, plaintiff filed the instant matter's underlying first amended complaint through his counsel Marc Calello, docket# ESX-L-9584-21, sounding in fraud and breach of contract, based on the defendant making misrepresentations and concealments relative to settlement negotiations, along with a fraudulent conveyance. The first amended complaint was filed subsequent to the defense's 2.14.2022 Motion To Dismiss Based On The Pleadings, which was heard on March 18, 2022 by Judge Gardner.

On 3/18/2022, Judge Gardner erroneously issued an Order dismissing the plaintiff's claim with prejudice prior to discovery ever taking place.

Petitioner-Plaintiff then filed a timely appeal to the NJ Appellate Division, docket# A-2616-21, which was decided on January 17, 2024.

Petitioner-Plaintiff then filed a Notice of Petition for Certification with the NJ Supreme Court, docket# 089145; whereas the NJ Supreme Court decided it would not hear the matter on July 11, 2024; without an opinion given.

REASONS FOR GRANTING THE PETITION

1. An uncorrupt judiciary is of national importance for the obvious reasons
2. The effect that fraud should have on a settlement agreement is of national importance
3. Corruption within the NJ judiciary violated the petitioner-plaintiff's constitutional rights

Article III guarantees the right to a fair trial before a *competent judge* and a jury of one's peers. All Americans are entitled to receive equal justice under the law, *without personal distinction*.

Canons of judicial conduct were established to ensure fairness, and an unbiased system. The NJ Superior Court judge, who is the underlying judge in question, is so beyond the pale, he ruled against ADA access to NJ voting centers.

Although this instant matter does not concern that specific case; it underscores the pervasive and

systemic corruption within the NJ judiciary; whereas a judge, with such low moral standing, can still maintain his seat on the bench; without being called into question, by the higher courts of New Jersey.

New Jersey is a political game; from the bottom to the top.

This judge's oversights, and zealous desire to please a prestigious, politically connected law firm, is quite palpable in the transcript. His cronies in the NJ appellate division took steps to have the case removed from a team of victim advocates to all Alma Maters of the judge; naturally siding with the judge, to the extent of using protectionary language in their decision. The NJ supreme court then denied review of the matter.

The U.S. Supreme Court's review of the matter will discern the NJ judiciary's intentional disregard for the statutory provisions listed above, along with

their disregard for the factual proofs that established the case; all in the name of serving the politically well-connected defense.

Essentially, an accused child-molester, who chose to settle the case, while committing explicit fraud in the settlement agreement, was given a free-pass on the fraud, based on the political connections that existed.

Almost as egregious as denying ADA access to voting centers, for the political advantage. This is who the present NJ judiciary protects; and the U.S. Supreme Court must take a look at it.

CONCLUSION

The petition should be granted.

Respectfully submitted,

/S/ J.P.

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