

No. 25-6258

ORIGINAL

IN THE
SUPREME COURT OF THE UNITED STATES

FILED
MAR 17 2025
OFFICE OF THE CLERK
SUPREME COURT, U.S.

Pamela S. Julian PETITIONER Pro Se
(Your Name)

vs.

Dhurata Ametaj, Arun Ametaj RESPONDENT(S) Pro Se

ON PETITION FOR A WRIT OF CERTIORARI TO

Massachusetts Supreme Court
(NAME OF COURT THAT LAST RULED ON MERITS OF YOUR CASE)

PETITION FOR WRIT OF CERTIORARI

Pamela S. Julian, Pro Se
(Your Name)

11 Loveland Road
(Address)

Brookline, MA 02445
(City, State, Zip Code)

(617) 694-3797
(Phone Number)

II. Questions Presented:

A. Are an individual's constitutional due process rights violated when lower courts or arbitrators decline to hold an evidentiary hearing to review an individual's affidavit of indigency and economic status to determine whether or not an individual can afford arbitration proceedings?

B. Should an arbitrator and court be required to review an individual's economic circumstance to determine if the individual can afford arbitration costs once these costs are no longer speculative?

C. Should courts and arbitrators consider that arbitration proceedings "have been had" when the arbitration proceedings are terminated by the arbitrators due to a party or both parties' inability to fund arbitration costs?

D. Does the Federal Arbitration Act (hereinafter FAA) discriminate against individuals on the basis of economic circumstances? Does the FAA provide any modern mechanism or criteria to determine whether an individual can afford arbitration costs?

E. Should an individual lose their home or be placed in a Court Ordered receivership if the individual cannot afford the cost of arbitration proceedings but can afford to fund common area repairs and replacements through a third party? 1.

F. Should arbitrators and courts be mandated by law to review an individual's affidavit of indigency or an individual's request to waive arbitration and hold an evidentiary hearing if requested by the party arguing they cannot afford arbitration costs?

G. In order to uphold an individual's constitutional right to due process, should Courts and arbitrators be required to review an individual's economic circumstances if an individual discovers arbitration costs are not affordable?

H. Should Courts and arbitrators consider unintended consequences for economically disadvantaged parties like the loss of a home or bankruptcy to ensure parties across this nation due process rights are equitably protected regardless of income status?

Table of Contents

I. Questions Presentedpages 1-2

II. Table of Authorities.....pages i-viii

III. Statement of the Case.....pages 3-6

IV. Petition for Writ of Certiorari.....7-31

V. Why this Writ of Certiorari Should be Allowed.....31

VI. Conclusion.....32

TABLE OF AUTHORITIES

CASES

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 judgement below.

For Cases from **U.S. Supreme Court**

The opinion of the U.S. Supreme Court appears see page 8, page 11, 15, 30, 31. Petition for Writ Certiorari to the petition and is

[X]Reported at Green Tree Fin. Corp. Alabama v. Randolph U.S. 79 (2000)

[] has been designated for publication but is not yet reported; or

[] is unpublished

The opinion of the U.S. Supreme Court appears see Petition Writ Certiorari, page, 9.

[X] Reported at Am. Exp. Co. v. Italian Colors Rest., 132 S. Ct. 2304 (2013) 1

For the cases from **federal courts**:

The opinion of the United States Court of Appeals appears at see page 21.

to the Petition Writ Certiorari and is

Reported at Andresen v. Interposes 240 495 Supp. 3d at 56-59 (2017) District of Columbia U.S. Federal District Court

has been designated for publication but is not yet reported; or

is unpublished

The opinion of the United States District Court Appeals, see Writ of Certiorari pages, 16, 17, 19, 21, 22, 23, 24 ,25, 29. to the petition and is

Reported at Billie v. Coverall (Reeves) & Others N.A. Am 549F 3d 479 U.S. Dist. Ct. App. 2d Cir. (2022)

has been designated for publication but is not yet reported; or

is unpublished

The opinion of the United States District Court Appeals, see Writ of Certiorari page, 22 to the petition and is

Reported at Garcia v. Mason Contrast Prod., Ltr. (2010) U.S. District Ct. FL

has been designated for publication but is not yet reported; or

is unpublished

The opinion of the United States District Court Appeals, see Writ of Certiorari page, 23 to the petition and is

Reported at Gastalum v. Remax Int'l. (2010) 2d. District . CA (2016)

has been designated for publication but is not yet reported; or

is unpublished

The opinion of the United States District Court Appeals, see Writ of Certiorari page, 23, 24 to the petition and is

Reported at Pre-Paid Legal Servs. Inc. v. Cahill 10th Cir. Ct. (2015) Oklahoma

has been designated for publication but is not yet reported; or

is unpublished

The opinion of the United States District Court Appeals, page 3, see Writ of Certiorari, pages 3, 13 to the petition and is

Reported at Shankle v. B-G Maint. Mgmt. of Colorado 10th Cir. Ct. (1999) 163. F. 3d. 1230

has been designated for publication but is not yet reported; or
 is unpublished

The opinion of the United States District Court Appeals, see Writ of Certiorari page 13, to the petition and is

Reported at Nesbit v. FCNH, Inc. 811 F.3d. 371. (10th Cir. of CO. D.C. (2016)...13, No. 1:14 CV-0990

has been designated for publication but is not yet reported; or
 is unpublished

The Opinion of the 9th Cir. Ct. of District Court Appeals Central CA., see Petition Writ of Certiorari pages 9, 19, 13, 16, 24, 25

Reported at Tillman v. Tillman & (Rheingold Firm) No. 13-56624, 9th Cir. (2018) CAL.

has been designated for publication but is not yet reported; or
 is unpublished opinion

For cases from **State Courts:**

The Opinion of the highest state court to review the merits appears page 2 to the petition and is

Reported at MA Sup. Ct. Kauders v. Uber Techs., Inc. 486 Mass. 557, 566 (2021) see Writ of Certiorari pages 26, 27.

has been designated for publication but is not yet reported; or
 is unpublished

The Opinion of the highest state court to review the merits appears see, Petitioner Writ of Certiorari page 5 and is

Reported at MA Sup. Ct. Leonard W. Kaplan v. James Boudreaux 7 others, Trustees, [1] & another. [2].

has been designated for publication but is not yet reported; or
 is unpublished

The Opinion of MA State Court to review the merits appears, see Petitioner Writ of Certiorari page, 6

Reported at Pisano v. Thunberg, No. 18MISC000448 (RBF), 2021 WL 2656937, (2021)...9

has been designated for publication but is not yet reported; or
 is unpublished

The Opinion of MA State Court to review the merits appears see
Petitioner Writ of Certiorari page,
[] Reported at Dhurata and Arian Ametaj v. Pamela Julian, Norfolk
Superior Court, Docket Report CV-198201401, Item No, 57. See
Petitioner Writ of Certiorari page, 8.
[] has been designated for publication but is not yet reported; or
[X] is unpublished

The Opinion of the MA Appeals Court to review the merits appears page
1, see Petition Writ of Certiorari pages,7, 12, 16, 25, 28 to the
petition and is

[X] Reported at Brandao v. Jan Pro Franchising Int.l, Inc. (2019)
[] has been designated for publication but is not yet reported; or
[] is unpublished opinion

The Opinion of CAL Appeals Court(2012), see Petition for Certiorari
page 24.
[X] Reported at Cinal v. Christopher 203 Cal. App. 4th 7597,136, Cal.
Rptr. 3d 763, 769n. 11 (2012)...27.(2012)
[] has been designated for publication but is not yet reported; or
[] is unpublished opinion

The Opinion of CAL Appeals Court, see Petition for Certiorari pages,
10, 14, 25
[X] Reported at Weiler v. Marcus and Willinchap v. Real Estate Servs.
25 Cal. App. Ct. 5th 970 (2018)
[] has been designated for publication but is not yet reported; or
[] is unpublished opinion

The Opinion of CAL Appeals Court Appendix, page 3, see Petition for
Certiorari pages, 9
[X] Reported at Roldan v. Callahan & Blaine 219 Cal. App. 4th 87, 95
(2013), as modified September 2013)
[] has been designated for publication but is not yet reported; or
[] is unpublished opinion

JURISDICTION

For cases from Federal courts:

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

No petition for rehearing was timely filed in my case.

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

An extension of time to file the petition of writ of certiorari was granted to and including 3/17/25 _____ (date) on 12/02/24 _____ (date) in Application No. 24A524 _____

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 Petitioner/Appellant's case was (10/18/2024)

A copy of that decision appears at, Exhibit 1.

A timely petition for rehearing was thereafter denied 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 including _____ (date) on _____ (date) on _____ (date) in Application No. _____

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

STATUTES

COMMONWEALTH OF MASSACHUSETTS

Petitioner Writ of Certiorari pages ----- 5,
Chapter 183A Condominium M.G.L. Section 5 (c)
"...The common areas and facilities shall remain undivided and no unit owner or any other person shall bring an action for partition or division of any part thereof..."

Chapter 183A Condominium M.G.L. Section, 6, page 10, Section 10 page 4, 7, 25.

G.L. c 251 see Petitioner Writ of Certiorari page ----- 14

Massachusetts Civil Rights Act (MCRA)
M.G.L. c. 12 s 11-11-11J Petitioner Writ of Certiorari, page 7.

Massachusetts Lemon Law, page 9.
Massachusetts Wage Act, page 9.

EXHIBITS

EXHIBIT 1

DHURATA & ANOTHER V. PAMELA JULIAN
Docket No. 29789

Massachusetts Supreme Court Orders Defendant/Julian's Motion for
Reconsideration of FAR
Denied on October 17, 2024

Massachusetts Supreme Court Orders Defendant/Julian's FAR Motion
Denied on September 9, 2024

Massachusetts Supreme Court Docket Report FAR -29789

EXHIBIT 2

DHURATA & ANOTHER V. PAMELA JULIAN
Docket No. 22-P-721

Commonwealth of Massachusetts Appeals Court Motion for
Reconsideration of below denial

Denied on April 24, 2024

Commonwealth of Massachusetts Appeals Court Memorandum and Order
pursuant to Rule 23.0

Defendant/Julian seeking Appeal of a Single Justice's Emergency
Stay of Superior Court arbitration Order

Denied on March 5, 2024

Commonwealth of Massachusetts Appeals Court Emergency Motion to
Stay Pending Appeal of Arbitration Orders, Docket Report No.
2022-J-0373

Denied on July 12, 2022

EXHIBIT 3

Arbitration Costs Legislated Waivers

State of California pursuant to section 1284.3 of California
Code of Civil Procedure consumer guidelines

State of New Jersey pursuant to New Jersey Statutes Section
2A:23B-1 et seq, consumers guideline
see Petition Writ of Certiorari, Page, 31.

EXHIBIT 4

DHURATA & ANOTHER V. PAMELA JULIAN

Docket No. CV 1901-01401

Norfolk Superior Court Orders

Order Motion to Extend Review Date allowed from May 20, 2025 to July 9, 2025, Item No. 115

Petitioner Pamela Julian's answer to Contempt of Court Motion dated May 1, 2023

Pending Court Review Docket No. CV198201401, Item No. 87

Decision and Order on Defendant Julian's Motion to Vacate the Court's 8/24/2020 Arbitration Order Pursuant to Mass Civil. P. 60B and Plaintiff's Cross Motion to Enforce the Court's 8/24/2020 Order dated 6/12/2022, Item No. 57

Order to Compel Arbitration Pursuant to the Sections 5.4 and 5.6(C) of the 11-15 Loveland Road Condominium Trust and By-Laws on 8/24/20, Item No. 29

Procedural Orders of August 19, 2022, Item No. 80

Norfolk Superior Court Docket Report: CV 198201401, see Petition Writ of Certiorari, page 14, 15, 16, 26.

Exhibit 5

11-15 Loveland Road Condominium Deed & Trust Bylaws

Established 1994

11-15 Loveland Road Condominium Trust By-Laws Section 5.1. Power of Trustees

See, Petition Writ of Certiorari, page 20.

V. Statement of the Case

Petitioner Pamela Julian files this petition based on her inability to afford Court-ordered arbitration proceedings, which has caused Petitioner significant harm and violates her constitutional due process rights. Julian's health and financial stability have deteriorated due to this prolonged litigation.

The lower Courts and arbitration panelists refused to hold evidentiary hearings to review the affidavit of indigency and financial statement Julian submitted to demonstrate her inability to afford private arbitrators and private attorneys' fees.

The lower court declared the arbitration process to be mandatory, overriding the original voluntary arbitration clause in the Trust document. The testator in this case was Mrs. McGeoghegan, Ms. Julian's grandmother. As argued in Julian's 60 (b) motion, Julian obtained new evidence supporting her contentions that family deed and Trust documents must be adjusted to conform to the testator's intentions.

On October 24, 2025, a court approved handwriting expert's sworn declaration concluding that the signature allegedly written by Julian's then 98-year-old grandmother is not genuine. Therefore, the fraudulently induced arbitration clause renders the arbitration issue moot.

Mrs. McGeoghegan wanted to convert her two-family home into a two-family condominium. Mrs. McGeoghegan never requested an arbitration clause, never requested a three Trustee governance contract, and she prohibited renting unit without an agreement by both parties. Julian further argues in the lower Court that the 1994 boiler plate

Trust document was established for a three-family condominium, not what it is a two-family condominium.

On November 7, 2024, Julian filed an Exigent Motion to Vacate the Massachusetts Supreme Court Further Appellate Review denial, which is still docketed by the Court. In addition, on March 23, 2025, Julian filed a Land Court Verified Complaint and Motion for Lis Pendens which is pending at this time.

Julian requests the Land Court deem the 1994 Deed and Trust void and requests that the Court allow the parties to restore the Deed and Trust terms to state what the decedent intended.

In compliance with Chapter 183A Condominium M.G.L., Section 10 disputes are adjudicated in a Court venue unless otherwise agreed to.

There is no agreement to adjudicate items in Arbitration.

Yet at this moment, five years later, the 2020 lower Court arbitration order still stands. Julian informed the

Massachusetts Attorney General's Office that Julian is filing this petition. Julian's disputes with Respondents Dhurata and Arian Ametaj, and Julian's counterclaim, have persisted since 2019.

The disputes concern condominium governance, repairs, and

Compliance with Chapter 183A Condominium statutes.

The Respondents have consistently refused to meet, to re-engage in mediation, or to fund necessary repairs.

This has exposed the parties and the Respondents' tenants to health, safety, and liability risks.

Despite presenting 'credible evidence of Julian's inability to afford arbitration, the lower Courts and the arbitrators have inequitably denied her requests for hearings to review her financial status and denied her requests to return to the lower Court to adjudicate her claims. Furthermore, Respondents have refused to collaborate on the common area urgent and emergency repairs and replacements, despite numerous P.E. experts' advice to contract these items; and despite fully knowing these identified items require their cooperation, expeditious review and execution of contracts and payment, in compliance with Chapter 183A Condominium M.G.L. As submitted in Julian's Massachusetts's appeals Court,

1. The Superior Court ruled that Appellees, the Ametajs, have "unclean hands" and Denied Legal Fees and Sanctions Against Julian.

a. On June 13, 2022, the Superior Court Order denied the Ametajs' motion to award legal fees and sanctions against Julian See Dkt. No. CV198201401, Item No. 57. However, despite the Court's denial of legal fees and sanctions the Ametajs have knowingly continued to employ bad-faith tactics, demanding that Julian concede to: divide common areas by partition or divide the common areas by easement for the Ametajs' exclusive use in violation of Chapter 183A Section 5, (c)

"...The common areas and facilities shall remain undivided and no unit owner or any other person shall bring an action for partition or division of any part thereof..."

Kaplan v. Boudereaux, 410 Mass. 435 (1991), Massachusetts Supreme Court decision: "...The Master Deed and G.L. c 183A. 5, all require the unanimous consent of the unit owners for any change in the owners' percentage interest in the common area..."

Pisano v. Thunberg, WL. 2656937 (2021), "...common areas as a matter of law, remain undivided...requires consent of all unit owners to change percentage interests in the common areas...common areas and facilities shall not be altered without the consent of all unit owners whose percentage of the undivided interest is materially affected..."

The Respondents have unlawfully attempted to take 100 percent control of the management of the Trust and governance. The appellees, with a 45 percent minority proportionate beneficial interest and vote, have burdened the court and appellant Julian with frivolous claims.

The Respondents are the Superior Party, prefer to bully Julian to force Julian to concede to their demands to divide the common areas. If Julian disagrees, with whatever the Respondents desire, the Respondents threaten to or file an arbitration claim.

The Respondents know Julian cannot afford to retain a private attorney or afford arbitrators private hourly fees.

Due to Julian's inability to fund a private attorney, Julian is forced to represent herself pro se with limited assistance.

III. Petition for Writ Certiorari

Julian seeks this Honorable Court's intervention to uphold her due process rights and to allow her to vindicate her claims in a Court venue. The failure of the Superior Court, Appeals Court, and the Massachusetts Supreme Court to examine Julian's economic circumstances (referenced in Julian's Financial Hardship Statement of Indigency) is a violation of Julian's property rights and due process rights. Julian has 55% percent deeded prevailing vote and the right to file a court claim pursuant to Chapter 183A Condominium M.G.L. Section 10 (4): "to conduct litigation and to be subject to suit as to any course of action involving common areas and facilities arising out of the enforcement of the by-laws, administrative rules or restrictions in the master deed." Similarly, as Julian argues in the lower Courts, the Massachusetts Appeals Court concluded in Brandao v. Jan Pro (2019) that the Superior Court should first examine Brandao's financial statement prior to allowing Brandao to return to the Superior Court to vindicate Brandao's claims. See the Massachusetts Civil Rights Act (MCRA), M.G.L. c. 12, s 11-H-11J] The precedent of arbitrary and capricious Court rulings related to arbitration continue to prejudice all litigants due process rights across this nation. **Note:** At this time, the Pro Se Respondents have not informed this Appellant they plan to retain counsel in this matter before this Court. The Respondent's Counsel of Record in the Lower Court, the Norfolk Superior Court reconfirmed to this Appellant that he is not representing the Respondents in this Court.

Additionally, this Appellant is not informed as to whether the Respondents oppose the filing of amicus briefs as the Respondents do not respond to any of this Appellant's communications. Further, prohibitive arbitration costs compelled legislatures to enact legislation to address the affordability issue affirmed in 2000 by this Court in Green v. Randolph. Consequently, legislatures enacted public policies such as

the Wage Act and the Massachusetts Lemon Law to provide necessary economic relief for average citizens to vindicate due process rights in an affordable, alternative dispute forum and/or court. These public policies address a litigant's access to an affordable forum. Similarly, in order for Julian to protect her property rights, appellant

c. Julian could not effectively vindicate rights in arbitration.

Therefore, Julian's case falls within circumstances described in Italian Colors and McInnes where arbitration costs are so high the forum becomes impracticable and prevents the vindication of important rights similar to the Wage Act. A number of courts, as referenced where litigants have made a showing that they cannot afford prohibitively high costs of pursuing arbitration, have reinstated claims so that those litigants can proceed in court. See Tillman, 825 F. 3d at 1071 (reinstating claims that were previously compelled to arbitration, and the arbitrator and the AAA refused to go forward); Roldan v. Callahan & Blaine, 219 Cal. App. 4th 87, 95. (2013), as modified (Sept. 18, 2013. (where indigent clients were compelled to arbitrate their claims but could not afford arbitration costs and returned to court seeking relief, the Appeals Court ruled the Defendant must choose to,

found that [plaintiff] "lacked the resources to deposit the arbitration fee," and under such circumstances, the court had an "obligation and a duty to decide [the case]." Id. at 1075. Julian cannot afford to pay the tens of thousands of dollars or the high costs of continuing arbitration and Julian must therefore be permitted to proceed in court instead and have counterclaims and defense reinstated in this case. Julian is forced to return to court as a last resort. See Weiler, 22 Cal.

App. 5th at 981, n.3

(" [W]e are more concerned with deep-pocketed parties leveraging their wealth to deprive their opponents of the right to resolve their disputes than we are with parties choosing to bankrupt themselves as a way out of arbitration and into court").

- a. Julian protests that she would not be able to afford to arbitrate a counterclaim and defense if required to pay ordered deposits. She has backed up this assertion by providing a hardship waiver of indigency application.

The Respondents have demonstrated no concern regarding protecting the Trust value or protecting the Trust from further property damage.

- b. In defiance of Chapter 183A Section 6 and the Trust governance and in violation of the Respondents' mortgage loan contractual terms, the Respondents refuse to execute

c. (agreed upon by vote or agreement) assessed Trust contract unless Julian concedes to their demands to divide the property for their exclusive use by partition or easement, including their taking 100% control of the Trust d. property, which would deprive Julian of her deeded, proportionate 55% beneficial interest vote and management of the Trust.

i. Arbitration is Moot

Julian argues in the Emergency Rule 60(b) Motion that the declarant, Julian's then 98-year-old grandmother, Delia McGeoghegan, did not want, request, initial, or review with counsel the final document prior to execution of the Trust document on February 12, 1994.

Julian argues in the Emergency Rule 60(b) Motion that the Trust arbitration clause is unconscionable, concluding arbitration is moot. Further, as argued to this Court, the Court approved handwriting expert cements the fact that the decedent, Mrs. McGeoghegan, did not sign the Deed. The Deed signature and Trust document is fraudulently induced.

Even if the arbitration clause was valid, Julian demonstrated to the courts, the AAA, and the Arbitration Panel that Julian cannot afford the prohibitive costs of arbitration. See Green Tree Fin. Corp.-Alabama v. Randolph, 531 U.S. 79, 90. (2000),

and Tillman v. Tillman decision as referenced in Julian's June 10, 2021, motion for reconsideration and in the Emergency Rule 60(b) Motion for reconsideration and Emergency Motion to Stay Pending Appeal to the Single Justice. Similarly, in Brandao v. Jan Pro WL 1244627, 2019 Mass. App, the Superior Court allowed Brandao to re-open the stay and return to court to vindicate claims. Upon appeal of the Superior Court decision to allow Brandao to return to court to vindicate his rights, the Massachusetts Appeals Court (2019) decided,

"...Accordingly, we will remand for the judge to conduct a hearing and to issue findings on Brandao's ability to pay the arbitration fees...If the Judge determines that Brandao does not have the ability to pay the arbitration fees in full, Jan Pro may elect to pay the arbitration fees in full. If the Judge determines that Brandao does not have to pay the arbitration fees in full and Jan Pro declines to pay the arbitration fees in full, Brandao may proceed in the Superior Court..."

("the existence of large arbitration costs may well preclude a litigant from effectively vindicating [their] rights...").

After six long years of litigation during this process, Brandao filed for bankruptcy. Subsequently, the parties settled the matter prior to the scheduled Superior Court evidentiary hearing consistent with the 2019 Massachusetts Appeals Court decision. Similarly, Julian requested the Superior Court consider Julian's financial hardship affidavit of indigency when Julian filed the motion for reconsideration in June of 2021.

Emergency Rule 60(b) Motion. See MA Appeals Court EXB. :1,

i. Five months after Julian's Emergency Rule 60(b) Motion, the Superior Court issued an order on June 9, 2022, ordering Julian to return to arbitration without holding a hearing in violation of Julian's right to vindicate claims in a venue Julian can afford. See Appeals Court EXH. 10, 9 U.S. Code 3.

1. Pursuant to "Section 5. (b) The parties shall have the right to be heard, to present evidence material to the controversy and to cross-examine witnesses appearing at the hearing.

2. Pursuant to "Section 6. A party shall have the right to be represented by an attorney at any proceeding or hearing under this chapter, notwithstanding any waiver of such right prior to the proceeding or hearing."

Pursuant to "Section 7. Witnesses; production of documents and things; entry on land for inspection, . . . (b) On application of a party and for use as evidence, the arbitrators may permit a deposition to be taken, in the manner and upon the terms designated by the arbitrators, of a witness who cannot be subpoenaed or is unable to attend the hearing" See Appeals Court Appeal [EXHIBIT 6].

i. Julian cannot afford to retain private counsel, fund the necessary depositions of the Respondents planned witnesses, the hourly costs of the Arbitration Panel's proceedings to present the necessary but voluminous evidence compiled submitted to the Superior Court [See Dkt: report CV198201401], and/or the cost of the Private Arbitration Panels associated with review of Julian's examination of witnesses at the arbitration hearings. Whereby, Julian maintains the right to appeal the Superior Court denial of Julian's Emergency Rule 60(b) Motion to allow the stay to be reopened in order for Julian to return to court in a venue appellant Julian can afford under
G.L. c 251.

Julian has acted in good faith throughout

this legal matter evidenced by the following facts:

On June 11, 2022, the Superior Court denied Julian's Motion Julian, upon receipt of the Superior Court's denial of the Motion for Reconsideration, contacted the Clerk by email to enquire why the Superior Court did not docket Julian's financial hardship waiver statement of indigency submitted to the court as referenced in Julian's Emergency Rule 60(b) Motion, as it appeared the Superior Court did not examine or consider Julian's financial hardship waiver statement of indigency or consider the evidence that the AAA administration allowed the waiver of administrative fees [See Dkt. No. 198201401, Item No. 51, See Emergency Rule 60(b) Motion [EXHIBIT 1]. The AAA allowed a waiver to reduce the administrative fees from \$2,420 to \$120 also referenced in Julian's letter submitted to the Court which was also not docketed. In response to Julian's inquiry, the Superior Court issued another order See Dkt. 198201401, Item No.44,

any request to be relieved of Arbitration related costs and expenses must be referred to the Arbitration Panel."

i. Julian fully complied with the arbitration order. The Courts denial of the Emergency Motion to Stay pending appeal allows the Superior Court to further prejudice Julian's property protection rights by unjustly removing the previous court stay, inequitably denying Julian's property protection rights and Massachusetts Civil Rights Act (MCRA), M.G.L. c. 12, s. 11H-11J by not allowing Julian to return to court in a venue Julian can afford. To date, there has been no hearing held on the merits of this legal matter. To further support Julian's Emergency Motion to Stay Pending Appeal, Julian submits the following similar case law:
Billie v. Coverall N. Am, 549 F. 3d 479* ; 2022 U.S. Dist, LEXIS 47446 **; 2022 WL 80705 The District Court allowed the n. "Plaintiffs Motion to Lift the Stay (Doc. No 54). Similar to Julian, the court should determine

o. "...arbitration has been had in accordance with the..." published Trust arbitration agreement "...Reeves was plainly prejudiced, as he faced a delay in adjudicating his claims and lost his opportunity to arbitrate in the forum selected by the parties. See. e.g. id at *7 (finding prejudice where one party incurred costs involved in submitting a doomed AAA demand for arbitration...Having acted inconsistent with its right to arbitrate by failing to advance payment, Coverall caused prejudice to Reeves and thus met both prongs of the test for waiver...Because default in proceeding with the arbitration under Section 3 of the FAA. See Cota, 2021 WL 4864588 at *9; 9 U.S.C. § 3. Section 3 mandates that the stay remain in place only until arbitration "has been had in accordance with the terms of [Reeves] [A]greement..."

p. In contrast, the Respondents provided the Superior Court with amotion to return to arbitration despite Julian's Emergency Rule 60(b) argument inclusive of Julian's proven inability to afford the prohibitive costs of arbitration, evidenced by Julian's hardship waiver of indigency applications allowed by the AAA and the Appeals court. The Appeals Courts erred by allowing the Superior Court to order then 67-year-old indigent, unemployed senior citizen, Julian, back to arbitration without the Superior Court examining Julian's financial hardship waiver statement of indigency submitted to the Superior Court for review in 2021 and 2022. In Reeves, Coverall did not request the court order Reeves return to arbitration but the court determined,

"even if on such a Motion the "district court can[not] force an independent [**** 43 arbitration** organization such as the AAA to ignore its own rules and re-open a case that it had previously closed," Cota 2021 WL 4864588 at *11....Coverall's refusal to advance Reece's portion of the arbitrator's compensation constituted "conduct inconsistent with the right to **arbitrate,...**"

q. Similarly, here, despite Julian having informed the Respondents prior to filing any arbitration claim against Julian that she could not afford the prohibitive arbitration costs, the Respondents still opted for arbitration, well aware that the AAA had previously ordered Julian to pay only \$120 of the \$2,420 administrative fee. Concluding, the Respondents waived arbitration in court in 2019 and in arbitration in 2022.

Subsequently, Julian is inequitably denied a hearing as requested in Julian's Emergency Rule 60(b) Motion.

r. Further, the AAA, prior to proceeding with the appointment of the arbitration panel, asked the Respondents if the Respondents would consider funding all of the arbitration costs up front, considering Julian's allowed administrative fees hardship waiver.

In response, the Respondents would consider funding Julian's arbitration costs but then declined. The District Court in Reeves, concluded, "...In compliance with Section 4 of the FAA provides relevant in part,

"..The court shall hear the parties, and upon being satisfied that the making of the agreement for arbitration or the failure to comply therewith is not an issue, the court shall make an order directing the parties to proceed to arbitration in accordance with the terms of the agreement..."

j. Because the Arbitration between Reeves and Coverall commenced and concluded in accordance with the terms of their Agreement, which incorporated the Commercial Rules of the AAA, the Arbitration "has been had" in accordance with the terms of the agreement as required by Section 3 of the FAA.

Similar to Reeves and Tillman,

k. Julian acted in good faith. Julian did not simply refuse to pay arbitration costs evidenced by Julian's due diligence informing the court, the Respondents, the AAA, and the Arbitration Panel in advance that Julian cannot afford prohibitive arbitration costs. Julian, as referenced in the hardship waiver, submitted to the Superior Court, the AAA, and the Arbitration Panel, that Julian cannot borrow against her home, Julian's only asset.

l. Julian is simply seeking to have claims and defense decided in court now that the arbitral forum has proven an ineffective forum to vindicate Julian's property rights.

Julian engaged in a meeting with Citizens Bank regarding whether or not Julian could borrow to fund arbitration. Citizens Bank informed Julian that due to Julian's status of unemployed and inability to repay, Julian is not eligible for a bank loan. Logically, the bank would not approve a bank loan to Julian. The Single Justice erred by allowing the Superior Court to deny Julian a hearing as requested in Julian's Emergency Rule 60(b) Motion, allowing the Superior Court to change the terms of the parties' Trust governance and arbitration agreement and voiding Trustees' votes and parties' agreements to execute, schedule, and make payments of the assessed urgent and emergency contracts in violation of Chapter 183A Sections: §5, §6, §10, See Trust By-Laws, Section 5.1 Power of the Trustees, page 7-8, See Appeals Court Appeal EXH 10, 9 U.S. Code 3, The District Court in Reeves, stated,

"...Rule 57 states that in the event of non-payment, the arbitrator...may order the suspension of the arbitration"...if such suspension has occurred and the parties still fail to make deposits within the designated time period, the arbitrator "may terminate the proceedings...825 F.3d at 1074. Because "[a]ll these steps were followed ...including terminating the proceedings without issuance of an award", the Ninth Circuit determined that "arbitration had 'been had' pursuant to the agreement between the firm and [the plaintiff], the district properly lifted the stay. "See also Pre-Paid Legal Services, Inc. v. Cahill, 786 F.3d 1287, 1293-94 (10th Cir. 2015).

m.

Unconscionable Arbitration Costs District Court Ruled
"Preposterous"

With respect to Reeves, the District Court stated,

"...Billie 444 F. Supp. 3d at 352-53. As the Andresen court rightly explained, where a plaintiff has to balance expenses and a modest salary, savings, and a retirement account, "a potential multi-thousand-dollar expense is prohibitive"

"Andresen, 240 F. Andresen [495] Supp. 3d at 158-59. This court agrees and concludes that Reeves has shown that he made reasonable attempts to **arbitrate** in good faith, notwithstanding his reluctance to spend nearly half of his net worth on **arbitration** fees. To "demand that Reeves...run the risk of depleting [his] savings and dipping into [his] modest retirement funds" is "quite simply, preposterous."
See id. footnote, 12...

ii. Unlike Reeves, Julian has no retirement savings or savings account to deplete and has no borrowing power. Reeves, Tillman, Brandao and other parties obtained court orders to re-open court stays or return to vindicate claims in court. Similarly, as in these cases, the Arbitration Panel never issued any decision on the merits of Julian's defenses and counterclaims against the Respondents' claims. As the Weiler court held, the law, "treat[s] the substitution of arbitration for litigation as the mere replacement of one dispute resolution forum for another, resulting in no inherent disadvantage [,] be inherently disadvantage," 11 Cal. App. 5th at 981 (internal)

[but][w]ith the rising costs of arbitration, [the court must] ensure[] those compelled to arbitration will not, as a result, citations omitted. The lower court upon this appeal may follow this well-reasoned line of authority and correctly conclude that Julian has the right to have the merits of counterclaims against the Respondents and defense adjudicated in court and that Julian cannot effectively vindicate those rights in arbitration.

iii. Indeed, contrary to the Respondents' belief that the Superior Court may lack authority to re-open the court case, other courts have reinstated litigants' claims in court when those litigants proved unable to vindicate their rights in arbitration. Courts have reinstated litigants' claims in court pursuant to Rule 60 where the case had previously been dismissed in favor of arbitration or lifted the stay where the case had previously been dismissed in favor of arbitration. See e.g., Garcia v Mason contract Prod., LLC, 2010nWL 3259922, at (S.D. Fla. Aug. 18, 2010); Wallace v. Yellow Transportation, Inc., No. Civ.-05-1213-T, 2007. WL 9711332, at. *1-3. (W.D. Okla. Jan 23, 2007),

(considering motion, "Plaintiffs motion pursuant to 60(b), seeking partial relief from the court's [] order granting motions to compel arbitration" and denying the motion on the basis that the plaintiff had presented new evidence that was unavailable at the time arbitration was compelled)."

r. See, e.g., Tillman v Tillman, 825 F. 3d 1069 1074. (9th Cir. 2015). (where party "failed to pay his fair share of the arbitration fees, and the arbitrators directed termination of the arbitration proceedings" the district court properly lifted the stay and resumed with the litigation.); Gastelum v. Remax Int'l, Inc. Cal. App. 4th 1016, 1021. (2016) ("[T]he trial court granted Plaintiff's motion and ordered the litigation stay lifted" where the Defendant's conduct by failing to pay arbitration filing fees terminated the arbitration proceeding."); Cinel v. Christopher, 203 Cal. App. 4th 759, 767, 136 Cal. Rptr. 3d. 763, 769 n. 11. (2012). No decision issued to date on the merits of this matter. Instead, the arbitration panel simply terminated the case without issuing any award.

3. Conclusion

Julian, seeking in good faith to settle the matter and to avoid burdening the courts with unnecessary motions and filings, made numerous efforts to reasonably settle the matter with the Respondents. To date, the Respondents refuse all Julian's reasonable settlement agreements and refuse to re-engage in mediation with the retired pro bono justice. The retired justice generously offers pro bono mediation. Also, the Respondents flatly, unreasonably refuse to re-engage in

r. See, e.g., Tillman v Tillman, 825 F. 3d 1069 1074. (9th Cir. 2015). (where party "failed to pay his fair share of the arbitration fees, and the arbitrators directed termination of the arbitration proceedings" the district court properly lifted the stay and resumed with the litigation.); Gastelum v. Remax Int'l, Inc. Cal. App. 4th 1016, 1021. (2016) ("[T]he trial court granted Plaintiff's motion and ordered the litigation stay lifted" where the Defendant's conduct by failing to pay arbitration filing fees terminated the arbitration proceeding."); Cinel v. Christopher, 203 Cal. App. 4th 759, 767, 136 Cal. Rptr. 3d. 763, 769 n. 11. (2012). No decision issued to date on the merits of this matter. Instead, the arbitration panel simply terminated the case without issuing any award.

3. Conclusion

Julian, seeking in good faith to settle the matter and to avoid burdening the courts with unnecessary motions and filings, made numerous efforts to reasonably settle the matter with the Respondents. To date, the Respondents refuse all Julian's reasonable settlement agreements and refuse to re-engage in mediation with the retired pro bono justice. The retired justice generously offers pro bono mediation. Also, the Respondents flatly, unreasonably refuse to re-engage in

settlement working with the parties' attorneys, whereby Julian is forced to seek an equitable remedy in a venue Julian can afford to prosecute Julian's counter claims against malicious abuse of the court process and to defend against the Respondents' bad faith claims in court and arbitration. This Court should conclude Julian's arbitration has "been had" pursuant to the parties' published arbitration agreement.

Similarly, the District Court, in reviewing Reeves, stated,

"One Court in this Circuit recently determined that arbitration has 'been had' without considering evidence of the non-paying parties' ability to pay. See Cota, 2021 WL 4864 588, at* 11-12...While the record in Tillman indicates that the plaintiff had less cash on hand than Reeves by the time arbitration fees came due, both plaintiffs faced costs beyond their means to pay... it cannot be the case that a "good faith" effort to pay arbitration fees requires a plaintiff to drive himself to the brink of bankruptcy..."

The court should agree that the Ametaj v Julian arbitration also "was had." Evidenced by Julian's inability to afford exorbitant arbitration costs, the court should, similar to Reeves, Tillman, and Brandao, allow Julian to re-open the stay now and allow the emergency motion to stay pending appeal of Julian's Emergency Rule 60(b) Motion pursuant to Chapter 183A M.G.L., Section 10, RA 5, See EXH. \$10, RA 10, See EXH 10, 9 U.S. Code §3

"(4) To conduct litigation and to be subject to suit as to any course of action involving the common areas and facilities or arising out of the enforcement of the by-laws, administrative rules or restrictions in the master deed."

In Kauders v. Uber Techs. Inc., although the Massachusetts when it granted motion for consideration," the Court ultimately ruled in favor of Kauders as

"...there was no enforceable agreement between Uber and the plaintiffs, and therefore the dispute was not arbitrable..."

Unlike Kauders, Julian filed a timely appeal of the Superior Court's denial of the Emergency Rule 60(b) Motion and a timely emergency motion for reconsideration pursuant to the parties' published AAA agreement.

The AAA postponed the AAA pre-hearing and allowed Julian's request.

RA 1 See EXH. :1, After the Superior Court denied Julian's motion, Julian asked the Superior Court to consider a financial hardship affidavit of indigency. Subsequently, the Superior Court provided the court order,

"...any request to be relieved of Arbitration related costs and expenses must be referred to the Arbitration Panel." See Dkt. No., 198201401, 6/23/2021, item No.44.

Whereby, as referenced in this petition, Julian preserved the right to appeal the arbitration order and to prosecute Julian's claims against malicious abuse of the court process by the Respondents. Furthermore, as referenced in Julian's Emergency Rule 60(b) Motion and this appeal, "newly discovered evidence" supports the fact that the declarant, Delia McGeoghegan, appellant Julian's grandmother, did not request or want

arbitration and Mrs. McGeoghegan's signature was fraudulently induced. arbitration is moot. As argued in this petition, similar to Kauders, RA 24, RA 4, See EXH. 4, The Massachusetts Appeals Courts erred by allowing the Superior Court to deny Julian further discovery and court review of the "newly discovered evidence" that the arbitration clause was fraudulently included in the 1994 boiler plate document. Similar to Kauders, Julian has a right to discovery, court review, and an evidentiary hearing.

The Massachusetts Appeals Courts erred by allowing the Superior Court to not recognize Julian's cousin, Virginia Kelly's, affidavit as material evidence. Julian's cousin, Ms. Kelly, is the attorney-in-fact for her late mother and Julian's aunt, Dorothy B. Kelly. Dorothy Kelly was Delia McGeoghegan's daughter, co-executrix, and the first appointed Unit 15 Trustee. The late Dorothy Kelly, similar to her mother, Delia McGeoghegan, was an unsophisticated party, not an attorney, had no legal expertise at all, and relied on attorneys retained by her mother to form the condominium Trust pursuant to her mother's instructions. Julian's mother, Alice P. Julian, was also a co-executrix and the first Unit 11 Trustee. Similarly, Alice Julian was an unsophisticated party, not an attorney, had no level of expertise regarding real estate and the formation of condominiums, and relied on the attorneys retained by her elderly mother to form the Trust pursuant to her mother's instructions. Delia, Dorothy, and Alice did not want or request an arbitration agreement evidenced by review of Delia McGeoghegan's former late attorney's estate file. Purportedly, Delia, at age 98, thirteen days prior to her death while suffering from cancer in hospice, signed the Trust documents in 1994. There is no evidence included in the late estate attorney's estate file of a "meeting of the minds"

the original Trust document is flagged with colored tabs where the declarant, Mrs. McGeoghegan, or her daughters, Alice and Dorothy, would have initialed, but did not. The declarant, Delia McGeoghegan, would have initialed the Trust document if Delia understood and reviewed with counsel the language provided in the Trust documents. Whereby, Virginia Kelly, as the attorney in fact's affidavit and letter declares, coupled with Julian's affidavit, the courts have been provided with material evidence for further discovery and court review to support that the arbitration agreement was fraudulently included in the 1994 boiler plate documents RA 4

In conclusion, arbitration is moot. Pursuant to the declarant Delia McGeoghegan's instructions, the parties should return to court to address any outstanding legal issues. RA 3 See EXH 3, Similar to Julian's appeal, the District Court in Reeves concluded,

"...while the court does not reconsider its prior Ruling or the arbitrators Order regarding unconscionability, the court discusses the cost of arbitration and Reeves ability to pay in Section IV(B) (2) of this Ruling in determining whether arbitration "has been had" are interrelated, as both depend, in part, on the costs of arbitration and Reeves' financial circumstances."

No reasonable person would conclude that Julian's grandmother, the declarant, would want her granddaughter, Julian, to suffer 55% of arbitration costs whenever the Respondents choose to file an arbitration claim against Julian, nor would Julian's

grandmother, an Irish immigrant who endured the sting of economic struggle, want or request a costly arbitration agreement. As referenced, the Respondents' court and arbitration claims are the first claims brought in the 30-year history of the McGeoghegan 11-15 Loveland Road Condominium Trust. The Respondents want Julian to bear the majority 55% of the common area expenses and take 100% control of the Trust with 45% beneficial interest and extort Julian's 55% proportionate beneficial interest, vote, and management of the Trust. The Respondents also would like to unlawfully change the Trust contract by pursuing unjust procedural orders and employing abuse of the court process.

In Green Tree, the Supreme Court ultimately concluded that on

"...the record" before it, the plaintiff did "not show that [she] w[would] bear such costs if she [went] to arbitration" because the record reveal[ed] only the arbitration agreement's silence on the subject..."

Here, by contrast, Julian has attempted to arbitrate and has shown beyond a doubt that she has in fact been required to bear such costs. The decisions of this United States Supreme Court, the Massachusetts Supreme Judicial Court, and the Massachusetts Superior Court recognize that arbitration costs that would prevent a litigant

from effectively vindicating rights may render an arbitration agreement unenforceable.

VI. Why this Writ of Certiorari Should be Allowed

The prohibitively high costs of arbitration prevent Julian from exercising her due process right to adjudicate her claims.

This Court's review is necessary to restore due-process constitutional rights to Julian and other similarly situated, economically disadvantaged litigants. The FAA does not include any recourse to address a party's inability to afford arbitration costs.

Notwithstanding the U.S. Supreme Court holding in

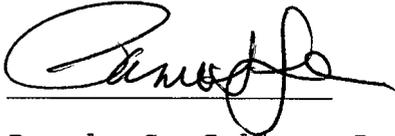
Green Tree Financial Corp.-Ala. v. Randolph, 531 U.S. 79 (2000), that a home-financing agreement was unenforceable because it posed a risk that a party's ability to vindicate their statutory rights would be undone by steep arbitration costs, Massachusetts courts have refused to take into account Julian's economic circumstances which make it impossible for her to enforce her due-process rights. As a result, Julian may lose her home due to her economic inability to fund arbitration costs.

The lower courts and arbitrators in this matter have prejudiced Julian's right to due process by refusing to hold an evidentiary hearing to review her economic circumstances and refusing to acknowledge her inability to fund arbitration costs. Courts in California and New Jersey allow indigent parties to submit an affidavit of indigency attesting

CONCLUSION:

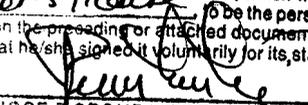
For the forgoing reasons this court should grant this petition.

Respectfully submitted under the pains of penalty of perjury.



Pamela S. Julian, Pro se
11 Loveland Road
Brookline, MA 02445
Email: pamelasjulian@yahoo.com
Phone: 617-694-3797

October 21, 2025

The Commonwealth of Massachusetts
On this 21 day of October, 2025
before me, the undersigned notary public, Pamela S. Julian,
personally appeared, proved to me through
satisfactory evidence of identification, which were
Driver's license, to be the person whose name is
signed on the preceding or attached document, and acknowledged
to me that he/she signed it voluntarily for its stated purpose.

JOSE P. SEGURA, Notary Public
My Commission Expires JULY 7, 2028

