No. 25-6295

IN THE SUPREME COURT OF THE UNITED STATES

CALEB MCGILLVARY
Plaintiff/Appellant

v.

NICHOLAS SCUTARI ET AL.
Defendant/Appellee

On Petition for Writ of Certiorari to the United States Court of Appeals for the 3rd Circuit at Appeal Docket Number 25-2000

PETITION FOR WRIT OF CERTIORARI

CALEB L. MCGILLVARY
Third and Federal Street
New Jersey State Prison
Po Box 861
Trenton, NJ 08625-0861
In Propria Persona

QUESTIONS PRESENTED FOR REVIEW

1. Is the use of 3rd Cir. L.A.R. 27.4 to effectively convert an appeal as of right into a discretionary appeal, which denies an appellant the opportunity to fully brief the issues and fails to review the record below despite appellate jurisdiction being present, inconsistent with the Federal Rules of Appellate Procedure and 28 U.S.C. 1291, 1292(a)(1)?

2. Would having papers reviewed by a Large Language Model Artificial Intelligence, such as Grok or ChatGPT, provide a better assurance of Due Process than copied-and-pasted boilerplate opinions?

3. Was the dismissal of the federal civil RICO claims against the NJ Democrat Act Blue lobbying network, concerning their bid-rigging of a sale of public land to Netflix in exchange for Netflix's agreement to become an Act Blue money laundering and Democrat propaganda machine, error requiring reversal, when Plaintiff has provided evidence of actual injury due to their obstruction of his federal proceedings challenging that bid rigging transaction?

4. Is the dismissal of the claims below with prejudice, without liberally construing self-representing plaintiff's claims nor granting leave to amend when prior leave has not been granted, error requiring reversal?

LIST OF ALL PARTIES TO THE PROCEEDING

The Parties to the proceeding below are:

1.) NICHOLAS P. SCUTARI

2.) NETFLIX

3.) THEODORE J. ROMANKOW

4.) PHILIP DUNTON MURPHY

5.) KARA KOPACH

6.) ANTHONY TALERICO, JR

7.) LILLIAN G. BURRY

8.) REGINA MCGRADE

9.) TRACY BUCKLEY

10.) JAY COFFEY

11.) MATTHEW J. TEVENAN

12.) RIKER DANZIG, LLP

13.) STEVEN GALLO

14.) STEPHEN ZEGÁR

15.) JAMERA SIRMANS

16.) JORGE SANTOS

17.) KAREN M. CASSIDY

18.) ROBERT KIRSCH

19.) CHRISTINE P. O'HEARN

20.) RENEE M. BUMB

21.) NEW JERSEY SENATE

22.) NEW JERSEY LEGISLATURE

23.) NEW JERSEY STATE ASSEMBLY

24.) NEW JERSEY OFFICE OF THE GOVERNOR

25.) RAW TV

26.) BRUCE STEADMAN

27.) LINDA STENDER

27.) ROBERT MENENDEZ

28.) NEW JERSEY ASSOCIATION OF JUSTICE

29.) NEW JERSEY ASSOCIATION OF JUSTICE PAC

30.) JAVERBAUM WURGAFT

31.) GERALD H. BAKER

32.) MICHAEL A. GALPERN

33.) FRANCISCO J. RODRIGUEZ

34.) JEFFREY RIZIKA

35.) STARK & STARK

38.) ROBERT J. BRATMAN

39.) DEBORAH DUNN

40.) MICHAEL DONAHUE

41.) EVAN LIDE

42.) BRYAN ROBERTS

43.) JOHN A. SAKSON

44.) DOMENIC SANGINITI

45.) AXELROD LEVINSON

46.) RICHARD MARCOLUS

47.) CHRISTOPHER A. DEANGELO

48.) MICHAEL FUSCO

49.) KIMBERLY GOZSA

50.) BRETT GREINER

51.) ADAM L. ROTHENBERG

52.) STEPHEN EISENSTEIN

53.) LUM DRASCO AND POSITAN

54.) WAYNE J. POSITAN

55.) STARR GERN DAVISON & RUBIN

56.) SHELLY STANGLER

57.) IRA M. STARR

58.) LYNCH LYNCH HELD ROSENBERG

59.) LYNCH LAW FIRM

60.) MICHAEL ROSENBERG

61.) ERICA AVONDOGLIO

62.) MICHAEL T. BUONOCORE

63.) JAMES LYNCH

64.) NEIL WEINER

65.) STAVOLA CONSTRUCTION MATERIALS

66.) ELIZABETH STAVOLA

67.) DI GROUP ARCHITECTURE

68.) VINCENT MYERS

69.) RICHARD D. ALDERISO

70.) ROBERT RYAN

71.) JEFFREY VENEZIA

72.) WEILKOTZ & CO LLC

73.) STEVEN WEILKOTZ

74.) MATTHEW WEILKOTZ

75.) CATHY L. WALDOR

76.) MADELINE C. ARLEO

77.) JOHN DOE 1

78.) JOHN DOE 2

79.) JOHN DOE 3

80.) JOHN DOE 4

81.) ABC, INC. 1

82.) ABC, INC. 2

83.) ABC, INC. 3

84.) ABC, INC. 4

85.) FORT MONMOUTH ECONOMIC REVITALIZATION AUTHORITY

86.) ALL3MEDIA AMERICA LLC

87.) ELECTION FUND OF CRAIG J COUGHLIN

88.) CRAIG J. COUGHLIN

89.) LOUIS N. RAINONE

90.) DAVID L. MINCHELLO

91.) ROBERT S. ELLENPORT

92.) CATHY L. WALDOR

93.) MENENDEZ

LIST OF ALL RELATED PROCEEDINGS

1.) U.S District Court for the District of New Jersey, Dkt. No. 1:23-cv-22605-JMY, Caleb L. McGillvary v. Nicholas Scutari et al., May 13, 2025 Final Order of Dismissal with Prejudice

2.) U.S. Court of Appeals for the 3rd Circuit, Docket Number 25-2000, Caleb L. McGillvary v. Nicholas Scutari et al., September 18, 2025 Summary Affirmance

3.) U.S. Supreme Court, Docket number 25-5855, In Re Caleb L. McGillvary, Pending Petition for Writ of Mandamus

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JURISDICTIONAL STATEMENT

The Judgment of the U.S. Court of Appeals for the 3rd Circuit summarily affirming the District Court's final judgment of dismissal was entered on May 13, 2025. The Order of the U.S. Court of Appeals for the 3rd Circuit denying the Petition for Rehearing in this matter was entered on October 15, 2025. This Court has jurisdiction to issue the writ of certiorari under 28 U.S.C. 1254(1).

CITATIONS OF LOWER COURT DECISIONS

1.) McGillvary v. Scutari, Dkt. No. 25-2000 (3d Cir. 2025)

CONTROLLING PROVISIONS, STATUTES, AND REGULATIONS

The pertinent provisions of statutes and regulations involved are too lengthy to be set forth verbatim in this petition, but are set forth in the Appendix at Exhibit C.

STATEMENT OF THE CASE AND GOVERNING FACTS

A. JURISDICTION IN THE COURTS BELOW

Federal Jurisdiction existed in the Court of First Instance by virtue of 28 U.S.C. 1331, which provides federal courts jurisdiction to hear claims arising under 18 U.S.C. 1964, and 42 U.S.C. 1983.

The U.S. Court of Appeals for the 3rd Circuit has issued a judgment, attached as Exhibit A to the Appendix; summarily affirming

the final judgment of the District Court dismissing all claims with prejudice; which was filed below as 3rd Cir. CM/ECF no. 63.

B. THE BID-RIGGING RICO CLAIMS AT ISSUE

1. Formation of the enterprise

Plaintiff has alleged circumstances of meetings between Theodore Romankow (Romankow), Robert Ellenport (Ellenport), and Robert Menendez (Menendez); with related transactions from Ellenport to Menendez on 10/24/06 and 10/17/18; and from Romankow to Menendez on 6/30/18, 9/18/18, 10/24/18, 10/21/19, and 7/2/21; with specific amounts, known from ELEC records which form circumstantial evidence which plausibly shows a meeting between each of those parties had occurred at or around those times. Plaintiff has similarly alleged transactions from Romankow to Nicholas Scutari (Scutari); and to Phil Murphy (Murphy); at certain dates and times, and in certain amounts. Plaintiff has alleged that there was a meeting of the minds during these meetings, which state of mind was alleged generally pursuant to Rule 9(b), in which each party to the meetings formed an agreement to conduct the affairs of an association in fact through a pattern of bribery, money laundering, and extortion under color of

official right; specifically alleging the tenor of their agreement, which each party ratified, to wilfully prevent or subvert any legal challenges to the real estate deals of the Bid Rigging Syndicate (BRS) through use of positions on the Senate Judiciary Committee to extort candidates for judgeships under color of official right and offer benefits as consideration to same in violation of state law bribery statutes.

Plaintiff has alleged circumstances of transactions from Romankow to Scutari on 8/2/14. 9/27/16. 10/18/17, 2/9/21, and 9/10/21, with specific amounts, known from ELEC records which form circumstantial evidence which plausibly shows a meeting between the two had occurred at or around those times. Plaintiff has similarly alleged transactions from Romankow to Murphy on 4/23/17, 6/2/17, 6/30/17, 10/21/17, and 10/8/20. Plaintiff has alleged that there was a meeting of the minds during these meetings, which state of mind was alleged generally pursuant to Rule 9(b), in which each party to the meetings formed an agreement to conduct the affairs of an association in fact through a pattern of bribery, money laundering, and extortion under color of official right; specifically alleging the tenor of their agreement to wilfully infringe Plaintiff's copyrights and obstruct any

legal challenges to the Fort Monmouth real estate deal. See DNJ ECF 84 at para. 99.

Plaintiff knows through personal knowledge that RawTV, an admitted agent of Netflix, contacted him around June of 2021; and on this information believes that they simultaneously contacted Romankow, who judicially noticeably ended up appearing in their documentary about Plaintiff. The temporal proximity of these contacts, to FMERA issuing an unprecedented request for offers to purchase a mega parcel on July 21, 2021, is plausible circumstantial evidence that the meeting between Romankow, Scutari, and Netflix described in paragraph "99" of the FAC occurred, albeit perhaps Plaintiff's complaint needs to be amended to reflect the discovery provided by FMERA during the motion for ad interim relief, which reveals the dates to be prior to those stated on information and belief in the FAC.

Plaintiff has provided a declaration in support of his second motion for emergency relief and ex parte order, to which was attached an ELEC record showing that expenses were drawn from Scutari's campaign account for a meeting in Linden on June 15, 2021; 6 days before the FMERA convened their Board to resolve to issue a Mega

Parcel for the first time ever. Also in this declaration, Plaintiff declares from personal knowledge that this is shortly after Netflix, through its agent RawTV, contacted him for the first time regarding THWH documentary. On this information, Plaintiff moved to conform his pleadings under Rule 15(b)(2) to allege that on June 15, 2021, Romankow, Ellenport, and Scutari met with John Doe 5, an agent of Netflix and/or RawTV; at which meeting they agreed to the terms encompassed in paragraph "99" of the FAC. Pursuant to this agreement, Scutari met with Murphy and Bruce Steadman, who ratified the agreement and thereafter contacted Kara Kopach, Anthony Talerico, Jr., Jay Coffey, Regina McGrade, Lillian Burry, Tracy Buckley, Jamera Sirmans, Jorge Santos and elicited a ratification of the agreement from each and all of them as well; and a further agreement that the FMERA Defendants would conduct the affairs of an association in fact through a pattern of honest services wire, mail, and/or bank fraud; money laundering; extortion under color of official right; and state law bribery.

Plaintiff has alleged that the FMERA Defendants issued the First RFOTP as part of a scheme to defraud the public of the honest services

of their officials, and has set forth the particulars of that scheme; and has indicated that they have used the interstate wires to send statements regarding that scheme to potential bidders. Alternatively, he has stated this scheme under the State Law Bribery statutes and the Hobbs Act, which require only notice pleading under Rule 8.

2. The First Fundraiser

Plaintiff has alleged, based on expenditures and transactions shown by ELEC records in his possession, that Scutari, Romankow, and Murphy met each of the NJAJ and Money Laundering Network Defendants on 9/10/21 at Citi Field to negotiate the terms of an agreement to conduct the affairs of an association in fact through a pattern of bribery, money laundering, and extortion under color of official right. Plaintiff has alleged their meeting of the minds generally as required by Rule 9(b), forming an agreement to conduct the affairs of an association in fact through a pattern of bribery, money laundering, and extortion under color of official right; specifically to the tenor of wilfully infringing Plaintiff's copyrights and obstructing any legal challenges to the Fort Monmouth real estate deal. This type of fundraiser is a staple of NJ Politics, as shown by the facts in United

States v. Ferriero, 866 F.3d 107, 117 (3d Cir. 2017) ("a rational juror could conclude the C3 bribery scheme was one means by which Ferriero participated in the conduct of party business. The record contains more than enough evidence for a rational juror to conclude that it was. A rational juror could conclude it was party business when Ferriero recommended vendors to party members holding local office. As the District Court observed, multiple witnesses testified Ferriero regularly recommended vendors to local Democratic officials. In fact, the BCDO hosted an annual gala at the municipal convention where local officials came to find vendors and providers of professional services. And, as party chair, Ferriero's recommendations carried great weight. A rational juror could conclude that when Ferriero made certain recommendations to local Democratic officials (regarding vendors or otherwise), it was party business by virtue of the considerable influence he held over those officials' reelection and career prospects.")

Plaintiff has alleged the dates, times, amounts, locations, and identities of parties to transactions occurring pursuant to this agreement.

3. Lobbying For The Rigged Bid

Plaintiff has alleged the time period during which Scutari and Murphy met with Bruce Steadman, and alleged their state of mind was to form an agreement with Steadman and other members of the FMERA and Riker Danzig LLP, to conduct the affairs of an association in fact through a pattern of wire fraud, bribery, money laundering, and extortion under color of official right. Circumstantial evidence that this lobbying occurred was plausibly shown by the temporal proximity of the transactions between the event at Citi Field and the issuance of an RFOTP on October 15, 2021.

4. The Second Linden Meeting

Plaintiff has alleged, based on expenditures shown by ELEC records in his possession, that Scutari, Romankow, and Netflix, by and through their agent John Doe 5, met at 136 Yale Terrace Linden NJ and 696 E Bay Avenue Barnegat, NJ; at a date and time which can be ascertained with certainty through subpoenas or other discovery devices, but is believed on the ELEC information to be between 10/15/21 and 10/15/22. During this meeting, the state of mind of Romankow and Scutari has been alleged generally per Rule 9(b) to

agree with Netflix, by and through its agent John Doe 5, to conduct the affairs of an association of fact through a pattern of wire fraud, bribery, money laundering, and extortion under color of official right.

Pursuant to this meeting, Romankow contacted the individuals who had previously met at Citi Field, and apprised them of their obligation pursuant to the Citi Field Agreement to conduct the affairs of the association in fact through further structured transactions, which those individuals did. This, again, is based upon ELEC records, not speculation. That these individuals received benefits therefrom is shown by their addresses on the ELEC records, and the judicially noticeable fact that only municipalities in which addresses from Scutari's donor list are located have been certified as "Film-Ready Partners" by the NJ Economic Development Authority. See, e.g. "More areas of New Jersey officially dubbed 'film ready' to producers" by Kristie Cattafi (NorthJersey.com) April 8, 2024; F.R.E. 201(b).

5. The Second RFOTP

During the period of October 15, 2021 - December 14, 2022 Scutari, Romankow, and Murphy engaged in ongoing discussions with Netflix regarding the real estate sale which was the product of a rigged

bid. The transaction of $3 Million from Netflix to the FMERA was offered as benefit for the consideration of their acts described in "a"-"d" of paragraph 115 of the FAC; which culminated in the FMERA reissuing a new RFOTP.

The FMERA Defendants' acceptance of a $3 Million relocation fee as consideration for their guaranteed vote, constituted a bribe. Acceptance of a proverbial peppercorn in exchange for an official act is a bribe; but the benefit of being moved from dilapidated 1960s Army barracks into a State-of-the-Art air-conditioned modern building is a whole lot more than a peppercorn. Hot and muggy New Jersey summer heatwaves, blistering cold artic blasts, hurricanes, and torrential Nor'Easters; are each judicially noticeable reasons why the latter type of building is a very substantial peppercorn, to someone working 5 days a week in the former type of building.

Although the FAC describes three other purportedly legitimate bidders, the State of NJ had withheld its response to Plaintiff's August 30, 2023 open public records request until September 11, 2024. Documents provided by the NJ Department of Revenue and Economic Services, attached as exhibits to the declaration filed below at DNJ

ECF 328, show that one of the bidders, Extell Acquisitions LLC, has never existed to be able to conduct business in NJ; and that the other two bidders did not exist as entities until after the second RFOTP was issued, are not owned by any person or entity with a declared income sufficient to act as collateral for the capital required for a deposit on the mega parcel, and have never produced any income through business or any other means. One of them, Mega Parcel Development LLC, was so blatantly a sham, that it has never since its inception filed an annual report, and has in fact had its corporate status revoked for that reason. Based on this newfound information, the other bidders were shams who were set up with straw-purchase funds by Netflix to give their bid the illusion of legitimacy. These straw-bidders were merely alter-egos of Defendant Netflix, and that the allegations of their bids constituting money laundering and bank fraud and/or wire fraud in furtherance of a scheme to defraud the public of the honest services of their public officials: are sufficient to withstand a Rule 12(b) motion.

6. FMERA's Approval of Netflix's Bid

Plaintiff has alleged that, on the very same day that the trailer of The Hatchet Wielding Hitchhiker (THWH) was released, the FMERA's

Real Estate Committee convened and approved Netflix's bid. The temporal proximity of these two occurrences is plausible circumstantial evidence of a meeting of the minds and the contingency of one upon the other. Likewise, the temporal proximity of the release of the movie itself being on the same day as the sale of Fort Monmouth being finalized, is also plausible circumstantial evidence: especially when considered with the series of contingent events that are far too numerous to be coincidental: (1) Netflix contacting Romankow/FMERA Mega Parcel: June/July 2021; (2) Production of THWH begins/Scutari Citi Field Fundraiser/First RFOTP made public: September-October 2021; (3) Second RFOTP/Sudden Inception of Sham Entities: January-June 2022; (4) Second Series of Scutari Transactions/Release of THWH Trailer/Real Estate Committee Convenes: December 14, 2022; (5) Release of THWH Documentary/PSARA finalized: January 10, 2023; (6) Scutari receives an unprecedented $2 Million in campaign contributions which are structured into $2,800 increments almost exclusively by NJ Association of Justice members and La Cosa Nostra-affiliated construction companies like CME associates and DI Group Architecture: September 2021-January 2023.

7. Infringer's Profits

Because of the circumstantial evidence plausibly linking the infringement of Plaintiff's copyrights in THWH, to the contingent sale of land by the FMERA to Netflix, Plaintiff has plausibly alleged a nexus between the considerations on both sides of the Fort Monmouth deal to the infringements of his copyrights, and has thus stated a claim for infringer's profits under 17 U.S.C. 504(b).

However, even if the Court does not find a viable claim of infringement, the agreement to subvert judicial challenges to the agreement to rig the Fort Monmouth bid for Netflix, requires allegations of the agreement which the subversive acts are done in furtherance of, and of the rigged bid which the judicial proceedings challenge. Even without a showing of infringer's profits, Count One would simply merge into Counts Ten to Thirteen, in which Plaintiff has shown he was damaged by the FMERA Defendants and their coconspirators obstructing his judicial proceedings in furtherance of the agreement to do so in Count One.

C. THE STATE-LEVEL OBSTRUCTIONS, AND STATE-LAW BRIBERY RICO CLAIMS AT ISSUE

1. The Obstruction of Plaintiff's FMERA Agency Appeal

a.) The Petition

Plaintiff has alleged that he sent an Open Public Records Act request on August 16, 2023, asking for records of use variance determinations for the mega parcel. This is because the use which Netflix proposed for the parcel is prohibited by the reuse plan, and Plaintiff wanted evidence to show that the bid was illegitimate. Instead of providing him with the public records, which did not in fact exist because there had been no use variance determination as required by law, the FMERA initiated a reuse plan amendment on October 25, 2023. Plaintiff filed an appeal of the foregone decision on November 13, 2023. The appeal, which is a petition, is attached to the complaint as Exhibit C, with proof of receipt by the FMERA attached as Exhibit E. The return receipt appears to be signed by Regina McGrade, who is believed to be Jane Doe 1.

b.) The Quid Pro Quo Arrangement

From the outset, Count Eleven involves State Law Bribery and is not subject to Rule 9(b)'s particularity requirements for fraud. Plaintiff has alleged that Jane Doe 1 met with Scutari and Romankow, and has alleged the state of mind generally that the 3 formed an agreement in

furtherance of the bid-rigging conspiracy, which Jane Doe 1 had entered into at Citi Field, that as quo Jane Doe 1 would refuse to file the appeal petition; and as quid Scutari, Murphy, and Romankow would provide Jane Doe 1 money and career advancement opportunities. Jane Doe 1 did, in fact, fail to file the petition: as shown by the return receipt, the petition, and the fact that the FMERA hasn't filed it or rendered a decision on it. Facts showing this money offer is plausible are shown by the $3 Million Relocation fee, which Jane Doe 1 can be proven by expenditure records to have received an amount from. The career advancement opportunities can be shown by the fact that Murphy appoints the executive director of the FMERA, who has the authority to advance or end the career of Jane Doe 1 within the FMERA. In the alternative, the quid of a relocation of Jane Doe 1 from a dilapidated 1960s Army building; to a brand new $3 Million facility: can be said to constitute a career advancement.

Jane Doe 1, together with Scutari and Romankow, conducted the affairs of the association in fact through this pattern of State Law Bribery. This quid pro quo arrangement is part of the same pattern of racketeering activity as Count One, but has damaged Plaintiff in the

waste of his costs of preparing and mailing a petition that was obstructed by the pattern of racketeering activity, depriving him of the property right in his money embodied thereby.

2. The Obstruction of Plaintiff's Action in Lieu of Prerogative Writ

a.) The Petition

On February 2, 2024, Plaintiff sent a petition and accompanying documents required to initiate an action in lieu of prerogative writ of certiorari, to the N.J. Super. Ct. - Law Div. for Mercer County. This was pursuant to N.J.C.R. 4:69-1 et seq., not N.J.C.R. 2:2-1 et seq. The petition challenged the FMERA's decision to amend the reuse plan ex post facto. A copy of the petition and supporting documents is attached to the complaint at Exhibit F, with proof of receipt shown by the tracking information indicated on Exhibit H. See DNJ ECF 84, Appendix.

b.) The Quid Pro Quo Arrangement

Count Thirteen involves State Law Bribery and is not subject to Rule 9(b)'s particularity requirements for fraud. Plaintiff has alleged that Jane Doe 2 and John Doe 2 met with Scutari and Romankow, and has alleged the state of mind generally that the 4 formed an agreement

in furtherance of the bid-rigging conspiracy, which Jane Doe 2 and John Doe 2 had entered into at Citi Field, that as quo Jane Doe 2 would forward the petition to John Doe 2 at the Appellate Division, and John Doe 2 would send the petition back to Plaintiff along with a notice threatening to render his habeas petition unexhausted if he persisted in petitioning for redress regarding the FMERA; and as quid Scutari, Murphy, and Romankow would provide Jane Doe 2 and John Doe 2 money and career advancement opportunities. Jane Doe 2 did in fact forward the petition instead of filing it, as the petition is not shown on the docket at the Mercer County Law Division, despite the tracking information showing delivery there, and as that's the only way John Doe 2 could have received it at an entirely different building. John Doe 2 did in fact send the threatening notice, which has been attached to the complaint as Exhibit I. The fact of career advancement quid offered for these quos can be shown by the fact that Jane Doe 2 and John Doe 2 are both Judicial Employees whose employment is determined by Judges who Scutari controls the appointment or non-appointment of after their 7 year tenure; and Plaintiff has alleged that Scutari has agreed with Romankow and Murphy to use his office as Chairperson of

the NJ Senate Judiciary Committee to extort NJ Judges under color of official right with threats of losing tenure, or offers of gaining or keeping tenure, in exchange for those judges' threats or offers of employment to Jane Doe 2 and John Doe 2 to induce their agreement to perform and nonperform acts to subvert legal challenges to the Fort Monmouth real estate deal. See DNJ ECF 84 at paras. 99-102. These pleaded threats and offers of employment are so clearly within the judges' administrative capacity of hiring and firing, that any argument for judicial immunity is frivolous.

Jane Doe 2 and John Doe 2, together with Scutari and Romankow, conducted the affairs of the association in fact through this pattern of State Law Bribery. This quid pro quo arrangement is part of the same pattern of racketeering activity as Count One, but has damaged Plaintiff in the waste of his costs of preparing and mailing a petition that was obstructed by the pattern of racketeering activity, depriving him of the property right in his money embodied thereby.

D. THE FEDERAL PROCEEDINGS OBSTRUCTION RICO CLAIMS AT ISSUE

As a preliminary matter, Plaintiff has pleaded the meeting of the minds between Menendez and each of the DNJ Defendants as required

by Rule 9(b), which states that conditions of the mind, like agreement, may be alleged generally. He incorporates by reference former US Senator Bob Menendez's website from where it is found on the internet, as showing that Menendez touts his services in nominating each of the DNJ Defendants, as judicially noticeable evidence that he performed the services for benefit as consideration as alleged in the FAC. See Fed. R. Evid. 201(b)

1. The Federal Judicial Defendants' Quid Pro Quo Arrangements

Plaintiff has alleged that Christine P. O'Hearn (O'Hearn) met with Menendez on or about 9/24/11, and alleged conditions of mind of their agreement pursuant to Rule 9(b); FEC records showing O'Hearn's two $2,500 transactions on 9/25/11 to Menendez, evincing circumstantial evidence of the meeting and direct evidence of money laundering, are judicially noticeable. See https://www.opensecrets.org; Fed. R. Evid. 201(b). Likewise with Arleo, Defendant alleged a meeting on a certain date between Madeline Cox-Arleo (Arleo) and Menendez, the conditions of mind of their agreement stated generally pursuant to Rule 9(b); and a similar meeting and agreement between Arleo and Cathy L. Waldor (Waldor); between Arleo and O'Hearn; between

O'Hearn and Renee Marie Bumb (Bumb); and between John Doe 3, O'Hearn, and Bumb; In each of these meetings, the agreement of the BRS was ratified, and the coconspirators to each meeting agreed to conduct the affairs of that association in fact through a pattern of extortion under color of official right, state law bribery, and obstruction of justice.

2. Inordinate Delays in Show Cause Order

Plaintiff filed his habeas petition in the McGillvary v. Attorney General, Dkt. No. 1:22-cv-04185-MRH (U.S.D.C. – D.N.J.) ("Davis Case") on June 22, 2022. after 4 months without a show cause order issuing, he petitioned the 3rd Circuit for mandamus. Prior to the 3rd Circuit ruling on the petition, Arleo issued a show cause order on December 1, 2022.

3. Obstruction of the Davis Proceeding Using the Mails

The FAC alleges numerous times during which the DNJ Defendants, acting in concert with each other and John Doe 3, did obstruct the mail and thereby the proceedings Plaintiff filed in the District Court. Receipts showing Plaintiff incurred concrete financial

loss in the form of expenses and delay from this obstruction, are attached as Exhibits to the Appendix of the FAC.

4. Mail Fraud in the Davis Proceedings

The FAC alleges that DNJ Defendants, acting in concert with each other and John Doe 3, did send misrepresentations of false dates printed on return receipts through the mail, intending to induce reliance thereon by Plaintiff, which did deprive Plaintiff of the money he spent on the return receipts which he was entitled to honest dates upon.

5. Obstruction of the Galfy and Davis Actions through Administrative Termination

Administrative termination, by its very name, admits to being an administrative act. It does not rule upon the merits, but rather removes a case from the active docket and thereby stymies appellate review or further proceedings. There is no statute or court rule providing for such an act, and the Constitution doesn't contemplate an Article III case or controversy being sidetracked indefinitely. So when Arleo terminated McGillvary v. Galfy, Dkt. No. 2:21-cv-17121-JMY-CF (U.S.D.C. – D.N.J.) ("Galfy Case") without adjudication, and O'Hearn terminated the Davis Case without adjudication, they both acted outside their

judicial capacities and in the absence of jurisdiction; as well as in concert with other DNJ Defendants. Plaintiff incurred concrete financial loss in the form of expenses and delay from this obstruction.

Plaintiff has alleged that he filed the Galfy Case as a federal proceeding, in the U.S. District Court. This federal proceeding was obstructed by Arleo, acting in concert with the other DNJ Defendants, through administrative termination on May 8, 2024, causing Plaintiff concrete financial loss through expense and delay. Plaintiff has alleged that he filed the Davis Case as a federal proceeding, in the U.S. District Court. This federal proceeding was obstructed by O'Hearn, acting in concert with the other DNJ Defendants, through suspension of the writ of habeas corpus on January 9, 2024, causing Plaintiff concrete financial loss through expense and delay. Plaintiff has alleged that these acts were done pursuant to a quid pro quo arrangement, the agreement of which is a predicate act under 18 U.S.C. 1961(d).

6. Obstruction of the Davis Case Through Suspension of the Writ of Habeas Corpus

O'Hearn suspended the writ of habeas corpus for 7 months, in clear retaliation for the filing of this action containing ADA/RA claims. There is no statute or court rule that could possibly provide jurisdiction

for what the Constitution has plainly prohibited: the suspension of the writ of habeas corpus. Federal courts derive their jurisdiction from the Constitution, and an act openly defying a clear mandate of that same constitution is in the absence of all jurisdiction conferred upon that court by that constitution.

7. The Second Quid Pro Quo Arrangements

Count Fifteen and Sixteen involve State Law Bribery and are not subject to Rule 9(b)'s particularity requirements for fraud. Plaintiff has alleged that John Doe 3 met with other DNJ Defendants, which is plausible by the fact they work in the same building, and has alleged the state of mind generally that they formed an agreement in furtherance of the bid-rigging conspiracy, which was ratified by them, that as quo John Doe 3 would obstruct and subvert the petition; and as quid Scutari, Murphy, and Romankow would provide John Doe 3 money and career advancement opportunities. John Doe 3 did in fact obstruct and subvert the petition prior to it being entered onto the docket, as the petition is not shown on the docket for the U.S. District Court, despite the tracking information showing delivery there. The fact of career advancement quid offered for these quos can be shown by the fact that

John Doe 3 is a judicial employee whose employment is determined by other DNJ Defendants; and Plaintiff has alleged that DNJ Defendants have bribed Judicial offers of gaining or keeping employment, to induce their agreement to perform and nonperform acts to subvert legal challenges to the Fort Monmouth real estate deal. These pleaded threats and offers of employment are so clearly within the judges' administrative capacity of hiring and firing, that any argument for judicial immunity is frivolous.

DNJ Defendants thereby conducted the affairs of the association in fact through this pattern of State Law Bribery. This quid pro quo arrangement is part of the same pattern of racketeering activity as Count One, but has damaged Plaintiff in the waste of his costs of preparing and mailing a petition that was obstructed by the pattern of racketeering activity, depriving him of the property right in his money embodied thereby.

8. Plaintiff's Obstructed Filings

Plaintiff has alleged that the rigged bid between Netflix and Fort Monmouth was contingent on Netflix producing a documentary film that conformed to the narrative imposed by the BRS. Logically flowing

from that premise, is the conclusion that any proceedings which challenged that narrative also challenged the contingency of the real estate deal, and were subject to the agreement to obstruct. Pursuant to the agreements to conduct the affairs of the BRS enterprise through a pattern of obstruction, Arleo exercised her administrative function to issue a standing order to her employees, which include John Doe 3; to obstruct federal proceedings that would challenge the narrative of the documentary film: by showing bias in NJ State legal proceedings, by exonerating Plaintiff, or by creating evidence impugning the investigation of him. These employees carried out Arleo's orders by obstructing numerous filings through interception of the USPS mails prior to being entered onto the docket; and by fraudulently sending representations of false delivery dates through the US Mails.

9. The Petition for Perpetuation of Testimony

Plaintiff has alleged that he sent a petition and accompanying documents required to initiate an action to perpetuate the testimony of Theodore Romankow, Junaid Shaikh, and Robert Pandina, pursuant to Fed. R. Civ. P. 27(a), to the U.S. District Court. A copy of the petition and supporting documents is attached as an Exhibit to the FAC. The

postage remit evidencing the expense of mailing, and weight of the package, is attached as an Exhibit to the FAC. The return receipt signed by John Doe 3, evidencing proof of receipt shown by the tracking information, is attached as Exhibits to the FAC. Yet, despite the incontrovertible evidence that the package arrived at the Courthouse, it was intercepted prior to being entered onto the docket and obstructed, causing Plaintiff concrete financial loss through expense and delay.

E. THE COURT OF APPEALS' SUMMARY AFFIRMANCE

This appeal of the Court Below's order denying Plaintiff's motion for preliminary injunction, ECF 57, was summarily affirmed in a one paragraph boilerplate that was almost identical to numerous other opinions.

ARGUMENT

POINT I: THE USE OF 3RD CIRCUIT LOCAL APPELLATE RULE 27.4 TO CONVERT AN APPEAL AS OF RIGHT TO A DISCRETIONARY APPEAL BY ISSUING SUMMARY AFFIRMANCES WITHOUT FULLY BRIEFING THE ISSUES OR REVIEWING THE RECORD, DEPRIVES APPELLANT OF DUE PROCESS, AND IS INCONSISTENT WITH THE FEDERAL RULES OF APPELLATE PROCEDURE, 28 U.S.C. 1291, AND 28 U.S.C. 1292(a)(1)

1. Standard of Review

Local circuit rules must be consistent with Acts of Congress and rules promulgated by the Supreme Court. F.R.A.P. 47(a)(1). A circuit court may not enforce a local rule imposing a requirement of form in any manner that causes a party to lose rights. F.R.A.P. 47(a)(2).

A party may appeal as of right from final judgments or orders of the district court. 28 U.S.C. 1291. A party may also appeal as of right from interlocutory orders denying injunctive relief. 28 U.S.C. 1292(a)(1). This right to appeal is substantive, and inheritable. Karcher v. May, 484 U.S. 72, 77-80 (1987).

The Federal Rules of Appellate Procedure were promulgated by the Supreme Court pursuant to the Rules Enabling Act, 28 U.S.C. 2072, 2075. These Rules govern the procedure for all appeals taken to the United States Courts of Appeal. F.R.A.P. 1(a)(1). The Rules indicate that all appeals as of right shall be briefed prior to a decision on the merits; See F.R.A.P. 28, 31, 32; and that those decisions shall be based on a review of those briefs and all relevant portions of the Record; See F.R.A.P. 10, 30.

2. Analysis

The Supreme Court has held that the right to an appeal is a substantive one, which is inheritable to successors in interest. See Karcher, 484 U.S. at 77-80. The Federal Rules of Appellate Procedure indicate that the right contemplates a full briefing of the merits of the issues, and a full review of the record on appeal. Yet Plaintiff was only allowed 5 pages to brief his issues, and even then order dismissing this matter doesn't address the 5 pages of argument, instead copying and pasting shotgun citations from the Court Below's opinion.

Not only is the order a copied and pasted boilerplate which implicitly shows that the facts and issues weren't fully considered by the Court, but the Order imposes a de facto arbitrary bar to appeal of these issues, akin to a denial of the discretionary writ of certiorari. This is inconsistent with the Federal Rules of Appellate Procedure, the Acts of Congress granting Appellate Jursidiction, and the Supreme Court's admonition that "federal courts generally have a virtually unflagging obligation to exercise the jurisdiction that has been given to them." Colorado River Water Conservation Dist. v. United States, 424 U.S. 800, 817-818 (1976).

Appellant respectfully posits that the copying and pasting of boilerplate opinions, peppered with shotgun citations themselves copied from the opinion below, is a violation of Appelant's Constitutional Right to Due Process, because it fails to provide the review of the record below nor the review of the briefing on the merits which is the required procedure of the Rules promulgated by the Supreme Court. The copying and pasting of opinions using computers with Microsoft Word or the like is a novel technology unavailable to Courts in generations past, but so is chatGPT. The difference is, using chatGPT would provide a more certain guarantee of Constitutional Due Process than the current practice of copying and pasting from the opinion of the Court Below, which practice evidences no review of the underlying case whatsoever.

Appellant therefore respectfully requests that all of the record and briefs be processed with a Large Language Model Artifical Intelligence ("LLM AI"); with prompts that are public records part of this proceeding, for the LLM AI to properly review all of the submissions and issue an opinion which comports with applicable laws. Plaintiff respectfully submits that an acceptable prompt would be, "Assume the role of an unbiased and impartial judge, who always

follows the law; and with the U.S. Constitution and all of the statutes, laws, and legal precedent of the 3rd Circuit U.S. Court of appeals and Supreme Court of the U.S. as your guide; render an opinion and decision upon these submissions." This will ensure that the resulting decision is one that actually affords the review of the Record and Briefing on the Merits which is Plaintiff's substantive right.

Because the copied and pasted boilerplate issued in this case, remarkably similar to opinions in numerous others, fails to address Plaintiff's issues; and causes Plaintiff to lose his substantive right to an appeal as of right by effectively transforming it into a discretionary appeal; such application of 3rd Cir. L.A.R. 27.4 is prohibited by F.R.A.P. 47(b). And the Local Rule permitting such boilerplate denials, 3rd Cir. L.A.R. 27.4, as applied to this case, is inconsistent with the Federal Rules of Appellate Procedure, Rules 10, 28, 30, 31, and 32; and is thus prohibited by F.R.A.P. 47(a)(1).

POINT II: THE APPEAL SHOULD HAVE BEEN ALLOWED A FULL BRIEFING ON THE MERITS, BECAUSE THIS COURT HAS JURISDICTION AND THE DETERMINATION OF WHETHER THERE IS A SUBSTANTIAL QUESTION RAISED BY THIS APPEAL CANNOT BE FAIRLY MADE ON ONLY 5 PAGES OF ARGUMENT

A. STANDARD OF REVIEW

A "Pro se complaint is held to a less stringent standard than formal pleadings drafted by lawyers." Haines v Kerner, 404 U.S. 519, 520 (1972). The U.S. Supreme Court has held that this mandatory liberal construction applies not only to complaints, but to all documents filed by a pro se litigant: "A document filed pro se is to be liberally construed." Erickson v Pardus, 551 U.S. 89, 94 (2007).

B. ANALYSIS

1. This appeal is taken from the final order of dismissal of all claims as to all parties with prejudice, entered as ECF 360. Jurisdiction over this appeal therefore exists under 28 U.S.C. 1291.

2. The factual and legal basis of this appeal is too complex to be fully and fairly briefed in 5 pages or less. However, it is clear from the face of the record that the Court below erroneously didn't cite to nor apply the liberal construction required by the Supreme Court in any of its opinions. See Erickson, 551 U.S. at 94. The facts alleged in the First Amended Complaint ("FAC") and RICO Case Statement ("RCS"), when liberally construed, would have stated a cause of action under 18 U.S.C. 1964 for conducting the affairs of an association in fact through a

pattern of State Law Bribery, Obstruction of Justice and Hobbs Act Extortion under Color of Official Right.

3. The Court Below erred by not allowing Plaintiff the opportunity to amend his FAC; because the facts alleged in the First Amended Complaint filed as ECF 40 in McGillvary v. Long, Dkt. No. 1:24-cv-09507-JMY in the U.S.D.C.-D.N.J. ("LongFAC") cure the stated deficiencies in RICO Standing and Article III standing, by pleading concrete financial loss to Plaintiff's out-of-pocket expenses for legal supplies, word processor supplies, copying and postage; which were caused by the obstructions of justice by coconspirators to Defendants in this case acting pursuant to the conspiracy at issue in this case, for which the coconspirators in this case are liable under Pinkerton v. United States, 328 U.S. 640, 646 (1946). Even the $80 in destroyed or stolen word processor supplies would be the "proverbial peppercorn" of concrete financial loss sufficient to sustain this RICO action.

4. The Court Below erred by not addressing the contentions which Plaintiff made in his FAC, RCS, and briefings, that the monetary contributions certain defendants made were pursuant to an agreement in violation of the Hobbs Act, 18 U.S.C. 1951; See McCormick v. United

States, 500 U.S. 257, 273 (1991) (Political contributions can be Hobbs Act predicate acts); Evans v. United States, 504 U.S. 255, 268 (1992) (same); United States v. Salahuddin, 765 F.3d 329, 342 (CA3 2014) ("It is the illegal agreement that is criminalized in Hobbs Act conspiracy; the actual completion of the agreed-upon venture is immaterial"); and of N.J.S.A. 2C:27-2, -10, -11; United States v. Ferriero, 866 F.3d 107, 125 (3d Cir. 2017) (It is the quid pro quo agreement itself, not the contribution, that constitutes the state law bribery predicate act); nor that coconspirator liability aplies to those defendants for the acts of the other defendants pursuant to Pinkerton v. United States, See Salinas v. United States, 522 U.S 52 (1997); Pinkerton v. United States, 328 U.S. 640, 647 (1946).

5. The Court Below erred by not addressing the contentions that the overt actions of wire fraud, bribery, and money laundering undertaken by Fort Monmouth Revitalization Authority and other State Defendants were in furtherance of the same conspiracy to conduct the affairs of an association in fact, through a pattern of State Law Bribery and Obstruction of Justice, which caused Plaintiff harm as alleged in the FAC and RCS, and in the LongFAC (to wit: out-of-pocket expenses

of word processor and legal supplies, and wasted postage and copying fees, from the pattern of obstruction of justice); nor the contentions Plaintiff made that these overt acts in furtherance of the conspiracy subjected the FMERA Defendants and State Defendants to Pinkerton Liability for the acts of their coconspirators causing the concrete financial loss aleged in the FAC, RCS, and LongFAC.

6. The Court Below erroneously didn't reach the merits of Plaintiff's claims that Federal Judicial Defendants acted outside the scope of their judicial duties when they entered into agreements to obstruct justice, because the agreements themselves are what's prohibited by N.J.S.A. 2C:27-2, -10, -11; and by 18 U.S.C. 1951. It also erred by not reaching the claims that Federal Judicial Defendants intercepted mail prior to it arriving at the U.S. Courthouse, which places those activites outside their judicial capacity.

7. The Court Below erred by not reaching Plaintiff's claim that Judge O'Hearn's suspension of the writ of habeas corpus was made in the total absence of authority to do so, because U.S. District Courts do not have authority under Article III or otherwise to suspend the writ of habeas corpus.

8. The Court Below erroneously found that Plaintiff's claims against Romankow and Kirsch were Heck-barred or subject to the Rooker-Feldman doctrine, when any relief that could be granted for those claims would not invalidate his conviction.

9. The Court Below erred by holding that Plaintiff's claims against Netflix were barred by res judicata or collateral estoppel, when the fundamental damages requested for those claims is different than the damages at issue in the prior action in California. Likewise, Romankow's defamatory statements concerning the February 1, 2013 incident in California were not the subject of any prior action, and so the Court Below's finding to the contrary was in error.

10. The Court Below erred by not addressing Plaintiff's arguments that the Fort Monmouth real estate transaction's contingency on copyright infringement constituted "infringer's profits"; nor that RawTV's infringement by publishing the works to Netflix, which is the subject of the agreements at issue in this action, was not reached by the California Court or any prior action.

11. The Court Below erred by finding that Defendant Robert A. Kirsch's phone call to Dennis Sandrock was undertaken in his judicial capacity,

as Judge Kirsch called Sandrock after Trial and sentencing had concluded, on his own time apart from his court duties.

12. The Court Below erroneously didn't reach the merits of Plaintiff's claims that he was deprived of his 1st Amendment right to petition for redress to the FMERA; nor to the N.J. Superior Court on action in lieu of prerogative writ; nor did it reach the merits of his claim that he was retaliated against for his attempt to exercise his 1st Amendment rights.

POINT III: THE COURT BELOW ERRED BY NOT ALLOWING LEAVE TO AMEND, BECAUSE PLAINTIFF HAS ALLEGED FACTS IN THIS ACTION, AND COULD HAVE ADDED THE ADDITIONAL FACTS IN THE RELATED ACTION MCGILLVARY V. LONG: SHOWING AN OBSTRUCTION OF JUSTICE CAUSING HIM EXPENSES, WHICH IS REDRESSABLE UNDER RICO, EVEN IF HE HAS NOT SPECIFICALLY PLEADED THE LEGAL THEORY OR STATUTE OF OBSTRUCTION, 18 U.S.C. 1503, A PREDICATE ACT UNDER 18 U.S.C. 1961(d)

A. STANDARD OF REVIEW

A claim need not pin a claimants claim for relief to a precise legal theory, and need not contain an exposition of legal argument. Skinner v. Switzer, 562 U.S. 521, 530 (2011). Once the plaintiff alleges facts sufficient to state a claim, even if the claim does set forth a legal theory, and relief finally granted is not limited to that theory. Tolle v.

Caroll Touch, Inc., 977 F.2d 1129, 1134 (CA7 1992); accord, Cohen v. Telsey, 2009 U.S. Dist. LEXIS 101696 at *40 (D.N.J. Nov. 2, 2009)

B. ANALYSIS

Plaintiff has pleaded that Defendants formed a scheme to subvert legal proceedings which would affect the conspiracies aims, including challenges to the Fort Monmouth deal; DNJ ECF 84 at paras. 92-102; and that their coconspirators, pursuant to this agreement, obstructed or impeded, and endeavored to obstruct or impede Plaintiff's legal proceedings; See Id. at paras. 193-219, 244-277, 285-299. These facts are sufficient to allege a pattern of racketeering activity under the predicate act of obstruction of justice, and damage to Plaintiff's property interests proximately cause thereby. See 18 U.S.C. 1503 (Whoever ... corruptly ... influences, obstructs, or impedes, or endeavors to influence or obstruct, or impede, the due administration of justice, shall be punished...). Plaintiff has indeed alleged facts showing concrete financial loss resulting from this pattern, in First Amended Complaint filed in the related action, McGillvary v. Long, Dkt. No. 1:24-cv-09507-JMY at DNJ ECF 40 (U.S.D.J. – D.N.J.). Because the facts alleged in Long could have cured the deficiencies noted by the district Court in

the instant case; it could not have been futile to grant leave to amend, and it was error for the District Court to deny leave to amend the complaint in this matter. See Grayson v. Mayview State Hosp., 293 F.3d 103, 108 (3d Cir. 2002) ("When a plaintiff does not seek leave to amend a deficient complaint after a defendant moves to dismiss it, the court must inform the plaintiff that he has leave to amend within a set period of time, unless amendment would be inequitable or futile. Indeed, we have never required plaintiffs to request leave to amend in this context") (Internal quotations and citations omitted)

CONCLUSION

For all the foregoing reasons, Plaintiff respectfully prays the Court to grant the writ of certiorari to address the unconstitutional practice of copying-and-pasting boilerplate opinion, instead of using LLM AI to provide the Due Process which litigants are entitled to under our Constitution as requested herein.

10/28/25

Respectfully Submitted,

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