

No. 25-7657

ORIGINAL

IN THE
SUPREME COURT OF THE UNITED STATES

FILED
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OFFICE OF THE CLERK
SUPREME COURT, U.S.

Sheila Hallman-Warner— PETITIONER
(Your Name)

vs.

Bluefield State College— RESPONDENT(S)
Board of Governors
ON PETITION FOR A WRIT OF CERTIORARI TO

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

PETITION FOR WRIT OF CERTIORARI

Sheila Hallman-Warner
(Your Name)

2144 Violet St.
(Address)

Winston-Salem, NC 27127
(City, State, Zip Code)

(304) 809-2561
(Phone Number)

Questions Presented

1. Whether the Fourteenth Amendment permits a state supreme court to affirm enforcement of a settlement agreement while declining to address properly raised federal constitutional claims challenging retaliation, fraud, and deprivation of due process.
 2. Whether due process is violated when a state court refuses to consider newly obtained forensic evidence of alleged fraud in the execution of a settlement agreement.
 3. Whether disabled pro se litigants are denied meaningful access to the courts when state courts fail to compel evidence, and fail to address constitutional claims.
 4. Whether enforcement of a settlement agreement under state contract law principles may bar consideration of preserved federal constitutional claims where the petitioner alleges coercion arising from retaliatory governmental conduct.
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PARTIES TO THE PROCEEDING

Petitioner is Shelia Hallman-Warner,

Petitioner Below

Respondent is Bluefield State College Board of Governors,

Respondent Below

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IN THE
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PETITION FOR WRIT OF CERTIORARI

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

OPINIONS BELOW

☐ For cases from **federal courts**:

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

☐ reported at _____; or,

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

☐ is unpublished.

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

☐ reported at _____; or,

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

☐ is unpublished.

☒ For cases from **state courts**:

The opinion of the highest state court to review the merits appears at Appendix A.1 to the petition and is

☒ reported at Supreme Court of Appeals of WV; or,

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

☐ is unpublished.

The opinion of the Intermediate Court of Appeals of WV court appears at Appendix A.2 to the petition and is

☒ reported at Supreme Court of Appeals of WV; or,

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

☐ is unpublished.

JURISDICTION

☐ For cases from **federal courts**:

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

☐ No petition for rehearing was timely filed in my case.

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

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

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

☒ For cases from **state courts**:

The date on which the highest state court decided my case was Nov. 25th, '25.
A copy of that decision appears at Appendix A.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 and including _____ (date) on _____ (date) in Application No. ____ A ____.

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

CONSTITUTIONAL AND STATUTORY PROVISIONS INVOLVED

Provisions

- U.S. Const. amend. I
- U.S. Const. amend. XIV
- U.S. Const. art. VI, cl. 2 (supremacy Clause)

Statutes

- Americans with Disabilities Act, 42 U.S.C. ~ 12101 et seq.
- Rehabilitation Act of 1973, 29 U.S.C. ~ 794
- 18 U.S.C. ~ 1341 (Mail Fraud)
- 18 U.S.C. ~ 1343 (Wire Fraud)
- 18 U.S.C. ~ 1512 (Tampering/Retaliation)
- HIPAA Privacy Rule, 45 C.F.R. ~ 164.512

Supreme Court Rules

- Sup. Ct. R. 10
- Sup. Ct. R. 14

Other Authorities

- Foundation for Individual Rights and Expression (FIRE), Scholar Under Fire designation

STATEMENT OF CASE

Petitioner, a tenured professor of 30 years, has represented herself since April 2021, following ineffective counsel in a 2018 lawsuit filed against the respondent included claims of Malicious Prosecution, Retaliation, and Civil Conspiracy. Days following a court-ordered mediation on the above-referenced claims, the petitioner was subjected to a "non-negotiable" escort out by the local city police department, prior to the forced retirement, and depriving petitioner of her intellectual property. The ability to perform her faculty contractual duties were compromised for several years, requiring medical leave.

The issue in this case is the question of the enforceability of a coerced settlement agreement. Evidence was later provided of forgery and fraud on the court. This case relates to petitioners' right to exercise freedom of speech; the freedom to speak without retaliation, of matters related to public interest.

After raising concerns about institutional practices, petitioner experienced escalating adverse actions over a period of several years, culminating in constructive discharge.

Petitioner documented, beginning in 2015 a sustained pattern of retaliation by university officials after raising concerns about governance, accreditation compliance, and financial irregularities. The patterns led to a 2017 federal action

alleging Title VII retaliation and hostile work environment. Later, a 2022 filing under 42 U.S.C. 1983 addressing continuing constitutional violations. Concerns raised implicated federal funding, institutional oversight, and administrative accountability, including salary suppression, exclusion from decision-making processes, and targeted administrative pressure in effort to chill her speech. Petitioner was subjected to increasingly adverse actions, discriminatory and coercive treatment, culminating in a forced retirement under circumstances she consistently described as retaliatory and procedurally improper; actions infringing upon the constitutional rights of Petitioner.

The events that followed - including the concealment of critical documents, and the later discovery of a notarized page and settlement sheet never presented to the petitioner. This formed the basis of the fraud-in-the-execution claim before this court.

The Supreme Court of Appeals of West Virginia agreed with the dismissive assessment by the Intermediate Court of Appeal that characterized the petitioner's decision to file to invalidate the settlement agreement because she had "simply second thoughts" (that she retired). The courts appears to have refused to meaningfully consider or diligently analyze claims of coercion, threats, and harassment.

The events giving rise to this petition stem from the state courts' refusal to address procedural irregularities.

A. The Settlement Agreement and Concealed Settlement Sheet

Petitioner was presented with a settlement agreement four weeks after being escorted out by an officer of the Bluefield City Police department, while employed as a tenured professor. The agreement, presented to the Petitioner with only 8 pages, as opposed to the 9 pages reportedly concealed in the courts, contained no notary space. Petitioner later discovered, in October 2023, that there were 9 pages. The additional page contained a forged digital signature and notarization. A forensic expert verified that it was not the authentic signature of the petitioner. The courts refused to consider this evidence.

The settlement sheet was never presented to the petitioner. It was located in the file of former counsel October 2023; it was not signed. The courts avoided discrepancy when presented and questioned by the Petitioner. Efforts to obtain a copy of a copy of the 'concealed' agreement have been thwarted by the respondents as well as the courts.

B. The West Virginia Supreme Court's Irregular Memorandum Decision

The Court issued a memorandum decision after more than two years, containing clerical errors and failing to address federal constitutional issues. A corrected version issued; the substance remained unchanged.

Petitioner subsequently filed a petition to the circuit court of Kanawha County seeking to invalidate the settlement agreement based on grounds including fraud, coercion, duress, and retaliatory conduct rendering the agreement involuntary.

The Circuit court denied the petition without a hearing, concluding there was no evidence of fraud, duress, or other invalidating factors and that the agreement was valid and enforceable. The Intermediate Court of Appeals affirmed. Petitioner sought further review in the Supreme Court of Appeals of West Virginia. On January 2026, in a corrected memorandum decision the Supreme Court of Appeals affirmed, finding no substantial question of law and no prejudicial error. The Court concluded that Petitioner had not adequately set forth allegations warranting setting aside the settlement agreement and affirmed its enforceability under state law standard.

The state court decision did not meaningfully address Petitioner's federal constitutional claims, including allegations that retaliatory conduct and coercive circumstances rendered the agreement involuntary under the First and Fourteenth Amendments of the U. S. Constitution.

REASONS FOR GRANTING PETITION

I. Evidence of Fraud Ignored

The lower courts refused to consider undisputed evidence of fraud in the execution, violating due process and established standards. A certified forensic document examiner concluded that Petitioner did not sign settlement agreement or the HIPPA authorization. The findings establish fraud in the execution, rendering the agreement void and inchoate. The West Virginia courts declined to review this evidence, characterizing it as "new" rather than addressing its legal effect on the validity of the judgment. This refusal raises substantial federal questions concerning the right to meaningful access to the courts and the procedural protections guaranteed by the Fourteenth Amendment.

- II. The state court's refusal to review concealed and material evidence conflicts with this court's precedent on due process and access to justice. Petitioner did not receive the notarized signature page or the settlement sheet at the time of the alleged agreement. These documents were discovered only after the petitioner was able to review the legal file obtained. Petitioner's consistently alleged fraud from the outset. The state courts declined to consider this concealed evidence. This conflicts with the court's precedent requiring courts to address structural defects such as fraud on the court, and to ensure litigants have a fair opportunity to present claims.

- III. The lower courts failed to provide meaningful review to a pro se litigant with documented visual disability, despite clear evidence of concealment and coercive circumstances, to include duress.
- IV. The case presents an important federal question concerning the constitutional limits of state-court deference when a settlement is procured through fraud and coercion. The settlement agreement at issue was used to terminate her employment after enduring years of discriminatory and disparate treatment. When a state institution obtains a settlement through forged signatures, concealed documents, and coercive circumstances, and the state courts refuse to review the resulting constitutional violations, the federal question is unavoidable. This court's intervention is necessary to clarify the constitutional boundaries of state-court deference in cases involving fraud on the court, retaliation, and due process.
- V. The decision conflicts with national standards governing fraud on the court and threatens the integrity of judicial proceedings. Fraud on the court is a structural defect that undermines the legitimacy of judicial outcomes. The lower court's refusal to address forged signatures, fabricated notarization, and concealed documents conflict with the uniform national rule that judgments obtained through fraud on the court are void and may be challenged at any time. The Court's review

is necessary to preserve the integrity of judicial proceedings and ensure that state courts do not insulate fraudulent agreements from scrutiny.

VI. Due process requires courts to rule on motions seeking material evidence. The Court's refusal deprived Petitioner of a meaningful opportunity to be heard.

VII. The Courts relied on contradictory and unverified documents, giving way to false narrative presented by respondent. The courts accepted contradictory documents without inquiry, violating due process.

VIII. The Courts denied meaningful appellate review.

The Memorandum Decision failed to address the issues raised to appeal.

IX. National Importance

This case presents a question of paramount national importance.

The lower court's decision creates significant recurring uncertainty impacting federal policy, constitutional rights, and national uniformity.

The decision below creates a profound, recurring conflict of national significance. Across jurisdictions, disabled and pro se litigants face recurring barriers to meaningful judicial review when material evidence is disregarded. These systemic failures undermine public confidence in cases involving identical constitutional principles. This Court's intervention is essential. This case warrants immediate, definite Supreme Court resolution. A prompt review is required to prevent disparate

legal standards across the country. This case represents the ease and cavalier nature with which one can be deprived of their constitutional rights, forced to endure years of unconscionable actions against her from those in position to take advantage of a pro se, visually impaired, litigant as they knowingly violate her constitutional protections. This case represents an abuse of authority, illustrating flaws within the system that too often go unchallenged.

X. The Foundation of Individual Rights and Expression (FIRE) designated the petitioner as a Scholar Under Fire in 2024, following recurring complaints. The petitioner had sought protection in 2017. This acknowledgment gives credence to the petitioner's claims, allegedly.

Conclusion

For the foregoing reasons and because the judgment below rests on unresolved questions of fraud in the execution, concealed material evidence, denial of meaningful access to the courts, denial of meaningful review, Petitioner respectfully requests that this Court grant the Petition for a Writ of Certiorari.

Respectfully Submitted,

Shelia Hallman-Warner

Petitioner Pro se

Winston-Salem, NC

February 18, 2026

*Shelia
Hallman Warner
2-19-26*

*Shelia Hallman Warner
4-16-26*