

**Superior Court of New Jersey - Appellate Division Letter
Brief**

Appellate Division Docket Number: A-000147-24

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03/14/2025

Brief to Court Documents on behalf
of: Brett Haas- Pro-Se

Plaintiff

Bethel Borgeson (F/K/A) Bethel Haas

V.

Defendant

Brett Haas

Case Type: Civil
County/Agency: Monmouth
Trial Court/Agency Docket No: MON-L-2414-04
Trial Court Judge/Agency Name: Judge Marra Zazzali-Hogan

Dear Judges:

Pursuant to Rule 2.6-2(b), please accept this Brief in
support of my appeal in this matter.

Please note that Appellant is requesting a opportunity to give
Oral Argument on this brief. I am 100% confident the evidence
support's my decision. Thank You

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Appellate Letter Brief

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PRELIMINARY STATEMENT

Legal Argument#1: Preponderance of Evidence. The Defendant is 100% sure that the "Preponderance of Evidence" was not implemented in the court's decision. The Core Meaning of Preponderance of Evidence is "More than likely " "Greater than 50%+ or 51% or better. The Defendant clearly met the Burden of Proof. There was Detailed letter from the McKenna -Stone Hall Letter acknowledging the Core payment of \$19,500 was made by the Defendant by the Due date of June 10th 2004. Additionally there were Sworn Certification by the Plaintiff, By Jennifer Stone Hall Lawyer of payment and references to that payment of \$19,750. along with multiple other Acknowledgments, Explanations, References and Ledger's that only can conclude that the Defendant made the \$19,750 payment on June 10th 2004. The Defendant Document and Testimony were never specifically questioned of any fraud or specifically doctoring of any of the evidence. The Plaintiff never appears, produced any evidence to the contrary except for a unfilled removal of a Judgment or Lien of the \$19,750.

Legal Argument#2: "Rule of Law" The Defendant was not give the expected and rightful consideration of fairness and accuracy in Judge's decision.

The Judge in her decision referenced the testimony and credibility of the Plaintiff in making her decision. After a 9 month delay in the court hearing dates it appeared the the Judge was confused in here notes as the PLAINTIFF NEVER GAVE any

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Testimony thus how could the Judge Reference such a important factor to rule against the defendant.

Additionally the Judge Communicated 2 times to the Plaintiff who was prepared to testify via Zoom at the hearing that "she" the Plaintiff did not need to testify. This communication to the Plaintiff and the Plaintiffs attorney occurred while the defendant and his attorney were outside the court room. The Defendant and the Defendant;s attorney were Never aware of this communication until the court transcripts were ordered and reviewed. The Judge's comments clearly were outside the range of fairness to the defendant by the Judge and very unusual, non standard and not to be expected. The plaintiff attorney decided not to call the Plaintiff after that favorable and directional advice By itself the Judge telling the Plaintiff's attorney that the Plaintiff did not need to testify is enough to show bias and potential pre decision against the Defendant.

Important: The Defendant believes that this is rather a simple case with No need to make it more complicated than needed.

The \$19,750 Judgment is associated with "J107345" "P2"

The question is WHO PAID the \$19,750 on June 10th 2004 as noted in the McKenna - Stone Hall Law Firms Ledger.

Did the the Defendant Brett Haas pay the \$19,750 or did the Plaintiff Bethel Borgeson make the payment."J-107345-04" "P2"

The Appellant Brett Haas believes that court and Judge

Revised:03/2017, CN:11898 (Appellate Build-a-Brief)

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truly overlook and did not implement the meaning of "Preponderance of Evidence". Judge Hogan in her decision "T5"- "Page 25"-Line 18 -25" stated that her decision was based on "Preponderance of Evidence and lack of "Connecting the Dots" on why she ruled in favor of the Plaintiff Bethel Borgeson.

The indisputable Core Meaning and Definition of "Preponderance of Evidence" is "More Likely than Not or 50% or greater/51% likely)

The Defendant and Plaintiff both agree that at the end of a very long divorce procedure the Case Judge decided Brett Haas the now Appellant was ordered to pay \$19,750 of legal fees towards the cost of her representation. The decision of the Judge occurred in or about March 2003. Soon after the Judge's decision the McKenna -Stone Hall law firm made a motion and created a Judgment in the amount of \$19,750 against Brett Haas.

The majority of this funds held in escrow and the amount of funds that were released to the Plaintiff Bethel Borgeson in the range of \$45,000+/- via court decision in July 2023.

(The amount grew from \$19,750 to the range of \$45,000+/- based on accrued interest determined by the court)

During the most of the divorce 80% the defendant Brett Haas was represented by an attorney . So it should be noted that at the end of the divorce March 2003 because of financial limitation he was forced to represent himself.

The Defendant/Appellant Brett Haas in 2019+/- realized that there were some liens/judgments against him and his property

from the 2004 Judgments created by McKenna-Dupont Law Firm that will be referenced throughout this application. Neither the McKenna -Stone Hall -Nor Bethel Reed had contacted Brett Haas/ Plaintiff in any attempt to capture the Judgment of \$19,750 since his stated payment on June 10th 2004. Based on a Motion from the McKenna-Stone Hall law firm made ,please understand the date of June 10th 2004 was a Court Ordered date by the original Judge that payment needed to be made or there would be a Bench Warrant for the Arrest of Brett Haas. Quickly stated the defendant made the payment of \$19,750 on June 10th 2004 and there was NO implementation of a Bench Warrant as requested in the motion.

In Aug 2021 Brett Haas/Defendant/Plaintiff SOLD his home at 1 Pond View Dr Tinton Falls NJ . There were 3 other liens other than the McKenna-Stone Hall Liens that were quickly removed as my attorney contacted the other lien holder's who acknowledged that they were all paid by Brett Haas but just were Never removed from the Legal System as satisfied judgments.

To Satisfy the Title Companies requirement Brett Haas Defendant closed and sold his Tinton Falls Home in Aug+/- 2021 and there was \$58,000+/- that were put in escrow with a TBD status.

Per typical sequence the Title Company contacted Bethel Borgeson (All Lien Holders) and notified her that she had technically a Active Lien. It appears she contacted her former attorney who represented her at the time of her divorce and the

2004 Judgment of \$19,750 to collect the funds. Edward McKenna Esq contacted my attorney Mark Cohen to aggressively seek the the collection of the Judgment which originated at \$19,750 but now has grown with interest into the \$45,000+/- range. After threatening with many demands, legal action, attorney fees he for some strange reason was removed from the case after being involved from the April 2021+/- thru May 2022+/-.

It is important to understand that the Defendant Brett Haas Appellant believes that Bethel Reed Borgeson acted fraudulently and was aware she was not entitled to any technically active lien fees from Brett Haas because she would have been aware they were paid (

Additionally Brett Haas believes that both Edward Mckenna and Jennifer Stone Hall acted fraudulently because they were aware that IF they acknowledged receiving the payment of \$19,750 they would/could be liable for a accounting "Ledger" error to either Brett Haas or Bethel Borgeson depending on thier perspective.

The evidence and exhibit's that will be shown and explained will clearly show that Brett Haas Defendant met a much greater level of proof than the requirements of a "Preponderance of Evidence"

In an attempt to keep the defendant argument in a clear and concise manner the remainder of the statement of facts will be presented in "Connecting the Dots" style to support that he made the payment of \$19,750 on June 10th 2004.

It will be a mathematical impossibility or likely hood to come to any other conclusion that ONLY Brett Haas made the payment on June 10th 2004 of \$19,750 and thus all legal actions were not necessary if "McKenna-Stone Hall-Borgeson" acted in a ethical non fraudulent way to collect funds they were aware had been previously 100% paid.

(1) Jennifer Stone Hall Attorney for Plaintiff wrote response letter to Brett Haas dated Aug 10th 2004. "P86"- "P87". She clearly notes on the last paragraph "P87" You were ordered to pay \$21,750 since Feb 2004. You PAID "Brett Haas Defendant" \$19,750 to date. "P87", I hope this satisfies your Inquires and you will abide by the order of the court. In the event you fair to abide these orders , the appropriate enforcement motion will be filed. "P87"

The defendant clearly uses this a a receipt of payment on multiple levels. (A) Stone Hall noted payment of \$19,750 (B) She states I hope this satisfies your inquires "Receipt" (C) If Court orders are not followed appropriate action will be taken.

Ms Stone Hall in her testimony attempted to point that there is NO Signature on the letter and thus she could not authenticate it. However the defendant notes just because there is NO signature on the letter does not qualify it as legitimate communication and acknowledgment of the \$19,750 Payment

At NO Time in any of Ms Stone Hall Testimony does she point to one paragraph, one sentence , one word , one statement in the letter to say where there might be inconsistency of fraudulent.

"T1"- "Page 25-Line 1 thru Page 57 Line 18" and "T3"- "Page 7 Line 7 thru Page 83 Line 25") .At NO Time did Ms Stone ever point to the content of the letter being fraudulent. It appears to the Defendant that Ms Stone Hall realizes that she could be held responsible for the \$45,000+/- in total cost if she acknowledges the payment of \$19,750. Ms Stone Only defense was that the letter was not signed. (But Not one thing was refuted on the content of the letter.

(2) Unsigned Signatures from the McKenna Stone Hall Law Firm. Though Both Jennifer Stone Hall and Edward McKenna noted that it was the firm policy that NO letter leave the office without a signature. It appears that is NOT True. There was a abundance of Exhibits that from McKenna and Stone Hall that were NOT Signed.

(3) The Below documents are in evidence that clearly show that the Jennifer Stone Hall and Edward McKenna and their firm have left files and sent them to Brett Haas or produced them in discovery. The makes the Jennifer Stone Hall Letter Stating payment of \$19,750 by the defendant 100% credible. (P86-P87)

Unsigned Document Jennifer Stone Hall "P106"

Unsigned Document Jennifer Stone Hall "P108"

Unsigned Document Edward McKenna "P109"

Unsigned Document Edward McKenna "P120"

Unsigned Document McKenna - Hall Law Firm "P110 P119"

(4) There was NO time after June 4th 2004 is there any evidence that the McKenna - Stone Hall firm ever mentions or try's to

collect the \$19,750 from the defendant. The defendant states because they knew the \$19,750 was paid.

Motion on March 3rd 2006 - No mention to collect \$19,750
"P107"

Motion on Jan 7th 2005- No Mention to collect \$19,750
"P121" "P122"

Motion to Court May 17th 2004- Requesting a Bench Warrant for the Arrest if payment of \$19,750 is not paid. "P120" A bench warrant was never enforced because the payment was made by the defendant on June 10th 2004

(5) Sworn Certification by Jennifer Stone Hall dated May 2005 (1 Year after then June 10th Payment) that notes Brett Haas Defendant has paid \$21,750 to date "P97". The total of stated \$21,750 would be impossible unless she was counting the \$19,750 that she was aware of the payment. A Review of the McKenna Stone Hall Ledger Prior to May 5th 2005 does not credit Brett Haas a total of \$19,750 unless "P42 thru P59"). A total of \$19,750 show's on the Ledger for June 10th 2004 "P55". There are 3 mis credit to Bethel Reed that were credit to her because of her deficit in payments to the law firm. Simply mis credit the payment.

(6) Bethel Borgeson Plaintiff Sworn Statement that references that Brett Haas Defendant did not pay the \$19,750 until June of 2004 when faced with a bench warrant "P100" (Last 2 Paragraphs) This clearly show's she was aware that I made the payment. It clearly show's that she has NO credibility when she

states she never received and monies from the plaintiff. The document is dated Jan 4 2005 only 7 Months after the June 10th payment "P103"

(7) Jennifer Stone Hall motion to the court on March 31st 2005 (Only 9 months after the June 10th 2004 Payment of \$19,750)

Stone Hall only request at Best "\$1,000 Legal Fee, \$2,000 legal Fee, \$400 legal fee" but she Never mentions or request the \$19,750 "P104""P105:. You must ask yourself why. The answer is because she knew the defendant made to payment of the \$19,750 on the date of June 10th 2004.

8. At no time in the entire hearing or communication with the court did Gregg Paster attorney for the plaintiff ever mention or declare that Ms Borgeson ever made the June 10th 2004 Payment of \$19,750. Not One Statement or One Document or One testimony "T1"-"T2"-"T3"-"T4: You will never find where he states his client even made the payment.

9. At No Time had Ms Borgeson ever made a payment greater than \$6,500 in the entire ledger from May 2001 thru Oct 2013. "P42" thru "P65" You must ask yourself the amount of improbability that Ms Borgeson made a exact \$19,750 payment on June 10th 2004 the exact day that Brett Haas the defendant had a court order subject to a bench warrant arrest if he did not make the payment on June 10th 2004. And additionally never communicated to the court she made that payment.

10. It should be noted that Edward Mckenna Esq missed and ignored two subpoena's during the scheduled hearing. Finally

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when he did give testimony he notes a No time did was the documents presented to him a specific example of fraud relating to letters from his firm. At no time does he explain why No bench warrant was ever issued against Brett Haas though he had the ability to implement if the payment was not made of \$19,750. "T4"-"Page 5 thru Page 23" / "T4"-"Page 27 thru Page 62"

11. The Defendant Brett Haas credibility. At no time during the defendant testimony was ever confronted or questioned by the Judge or Plaintiff attorney the questions his honestly, statments of presented documents to the level that anything was pointed at to be untrue or fraudulent "T1"-"Page 98 thru Page158". At no time was his sworn certification ever questioned for credibility or detailed accuracy. "P15"-"P16"-"P17"

12. Edward McKenna -McKenna Law firm communicates to Defendant attorney "My office does NOT hold any judgements against Brett Haas" "P4" . The defendant notes all payments and required judgment payment were made directly to his office. It was Edward Mckenna that either credit the account of Bethel Borgeson or forward her the funds. At no time was any monies required or requested to be sent to Bethel Borgeson .Her request and statement of not receiving funds could be considered fraudulent.

(13) Brett Haas Defendant produced two checks "\$16,156 "P29" and \$7,382 "P30" that are dated June 9th 2004 which is ONE day before the June 10th 2004 court mandated \$19,750 payment date. These checks total Slightly greater than the \$19,750 that

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was due. You must ask yourself what is the likely hood that Brett Haas Kept two checks for 20 years (2004) that are dated the day before the June 10th 2004 court order. It is obvious that they were used to make the payment to the Mandated McKenna-Stone Hall law firm. Thus after June 10th 2004 the Law firm never produced a request , document or motion to ever attempt to collect that amount because they knew it was paid by the defendant.

(14) Error in Accounting on the McKenna Stone Hall Ledger.

The Defendant made a payment of \$3,800 to Edward McKenna (P38) and the Ledger shows the payment was made by Bethel Borgeson on March 2nd 2004 "P35". It show's that sometimes Brett Haas' Payment were made as required but the accounting system would "credit bethel Borgeson Haas" because she had a deficit in her legal balance due payment. This is exactly what happened when the June 10th 2004 payment was made by Brett Haas - The McKenna Stone Hall Law firm credited Bethel Reed Borgeson because of her deficit in her legal balance due. Thus giving the Only but wrong appearance that she made the the \$19,750 payment.

(15) Credibility factor of Plaintiff Bethel Borgeson in her sworn certification dated June 17th 2022 Bethel Borgeson states she has never been paid a single dollar toward the Judgment he owes me "P31" "P32"). However conflicting statement on another sworn certification dated Jan 4th 2005 she notes the \$19,750 was not paid until June of 2004 "P100"-Bottom 2 Paragraphs / Part of "P99" "P100":101" "P102" "P103". Bethel Borgeson has two sworn certifications that do not match.

The "P100" statement is true and the "P31" Statement is fraudulent and a Lie under written oath.

6. Error on the McKenna Stone Hall Accounting Ledger. The defendant made a \$4,344.43 Payment on Feb 5th 2008 to Edward McKenna Law firm. However it placed in ANOTHER File "Real Estate Transaction" as credit for Brett Haas that was never property assigned to Brett Haas "P92" .Jennifer Stone Hall admitted she had No idea how that error occurred after acknowledging that the error happened."P74" -2nd Paragraph from the Bottom)

17. Ms Stone Hall Notes that Brett Haas made a payment of \$3,800 Judgment J-334020 and it was credit to Bethel Borgeson Account. Ms Stone Hall could not explain whey the Judgment was never removed against Brett Haas Defendant "T1"-Page 33 Line 6 thru 13) . Defendant states it appears that crediting Brett Haas payments to Bethel Borgeson account was typical and would show minimal or less that accuracy in the ledger for Brett Haas.

18. Ms Stone Hall states in testimony that Brett Haas Defendant does not owe the McKenna Stone Hall Firm any money. "T1"-Page 38-Lines 9 & 10). All monies were for legal fee's and collected by the McKenna Law firm. They kept or credited Bethel Borgeson with payments from Brett Haas

19. Ms Stone Hall explains in her testimony that when Brett Haas had made a payment (\$4,300) that if Bethel Borgeson fees were paid up the firm would send back her the monies "T1"Page 39 Lines 18 thru 25) If the Plaintiff Bethel Borgeson had a deficit we would contact her and ask her if we could apply it against her

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counsel fees."T1"Page40-Lines 1 thru 5). Jennifer Stone notes that Ms Borgeson/Haas always had a outstanding bill that was never paid in full until the end."T3"-Page 76 Lines 1 thru4". The defendant notes that this is exactly what happened to the \$19,750 payment he made on June 10th 2004 . It was credited in the ledger that wrongly show's she made the \$19,750 because of their accounting system.

19. Jennifer Stone Hall testified that if there was any outstanding funds due from Mr Haas they "Mckenna -Stone Hall" would of explored all remedies to collect those funds including jail /incarceration."T1"-Page 51 Lines 10 thru 19). The defendant asks the court to ask themselves why was there never any enforcement of the bench warrant for the outstanding payment. The answer is because Mckenna Stone Hall knew all payment deadlines were met by Brett Haas defendant.

20. Jennifer Stone Hall testified that there was NO enforcement application against Brett Haas on behalf of Bethel Borgeson "T3"-Page24 Lines 20 thru 25 and "T"3 Page 25 Lines 1 thru 10)

21. Jennifer Stone Hall testified relating to Unsigned Document assumed to be from there that they could have been "Drafts".T3" Page 28-Lines 1 thru 12). Well the defendant notes that it does not minimize its accuracy relating to the Aug 10th 2004 letter "P86"-87" where Jennifer Stone writes to Brett Haas - You have paid \$19,750 to date. Nobody would minimize that letter for detail and accuracy. Draft. signed or not signed, it is a document that was either sent to Brett Haas

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provided by Jennifer Stone Hall in her Turn over of Discovery.

22. Edward McKenna Testimony at no time directly pointed to a specific area or detail within any documents that point to fraud or inaccuracy. Specifically with Aug 10th 2004 letter from Jennifer Stone Hall. It appears that Jennifer Stone and Edward McKenna testimony was self serving and law firm protection comments like "I dont know" "I am Not Sure" "Its possible" "I am not saying either way". At no point did either Edward McKenna or Jennifer Stone make assertive comment or point to deny that it's possibly that Brett Haas made the \$19,750 payment on June 10th 2004. Edward McKenna did note that there could of been a mistake in his collections department "They re are human beings."

T4"- "Page 55 Lines 10 thru 15"

23. In Judge Hogans Final decision . She states in her last paragraph. "IS it possible that he "Brett Haas" paid the monies ? YES.. And while the court appreciates his frustration unfortunately he failed to connect the dots and satisfy the burden of proof. "T5"-Page25 Lines 17 thru 20".

24. The defendant notes that there he believes that there was over 20 bullet points and references that clearly show his credibility, unchallenged testimony and documents that support and show he made the \$19,750 payment on June 4th 2004. Please remember that there No Exhibits, No Testimony from the plaintiff and that she clearly showed in Jan 4 2005 Certification that she was aware that the defendant made the payment on June 10th 2004 "

"P100" "P101"

KLLK

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25. There were 3 Judgments/Liens associated with the Defendant sale of the Tinton Falls home in Aug 2021. (P2)

(1) J107-345 Haas vs Haas which is associated with the \$19,750 payment/credit in question. This is dated May 10th 2004 and had May 5th 2001 value of \$36,138.74 (P2)

(2) J-265481-05 - The Defendant Notes this is a Non Issue as all parties signed off that this payment was made by the defendant. Neither Party had removed the Judgment from the Court Records thus it mistakenly stayed on record over 15 years from payment by the Defendant.

(3) J-334202-5 Haas Vs Haas . The Defendant along with the Plaintiff that this payment was made and is no longer an issue. Ironically the McKenna Law Firm received the payment and never cleared or processed the removal of the Judgement.

LEGAL ARGUMENT

POINT 1

PREPONDERANCE OF EVIDENCE

RECEIVED
APPELLATE DIVISION

MAR 24 2025

SUPERIOR COURT
OF NEW JERSEY

Defendant will rely on the definition of Preponderance of Evidence. The defendant did not have access to professional case law research. Defendant respectfully comments that the Definition of Preponderance of Evidence is enough to support his argument

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POINT 2

RULE OF LAW

Defendant will rely on the definition of "Rule of Law"

The Rule of law is a legal principal that no one is above the law, and government decisions must be made by applying known legal and moral principals. It assure all equality to citizens before the law and prevents arbitrary use of power.

The defendant did not have acces to professional case law research. The Defendant respectfully comments that the definition of "Rule of Law" should be enough to show legal, moral and equality toward the Defendant did not occur.

There are 5 major components that show that Judge Hogan showed bias and unfairness against Brett Haas and that the Judge mis applied the evidence in the case.

(1) The Judge stated and influenced the Plaintiff attorney for some unknown reason that the Plaintiff was not need to give testimony. " I dont know if we really need your client" (T1 Page 19 Lines 1-3).

The Court : Ok So , I guess , Mr Paster do you want me to admit your client in so..just so she can her what's going on in here or level her "T1"-Page 20 Lines 17 thru 20"

Plaintiff Attorney" I told her you do don't need her.

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"T1"Page 20 Lines 23-24"

Plaintiff Attorney " Okay, Yeah, I told her you dont need her testimony"T1" Page 21 Lines 21 and Lines 22)

(2) While the Defendant and his attorney were Outside the courtroom unbeknown to them the Judge had communicated again with the Plaintiff attorney noting and influencing the NON Testimony of the Plaintiff.

The Court: The Court instructed the Defendant that they could and and should have leave the court room. "T1" Page 49 Lines 9 &10"

Ms Borgeson to her Attorney: Do you think she's going to put me on the stand."T1"- "Page 49 lines 22-23"

Plaintiff Attorney:No No She "Judge" said before you were admitted that she did not need to hear from you/"T1" "Page 59 Lines 24-25"

The Court:Yeah She can go, you can go "T1"- "Page 50 Line 5"
The Court: Whenever you need to go, mama . You dont have ti wait, I mean."T1"-Lines 7 & 8"

(3)In Judges Decision she stated that the court heard testimony from Ms Bethel Borgeson the Plaintiff "T5"- "Page 17 Lines 10-thru 13". The fact is that Bethel Reed Never gave any testimony thus there should of been no reference of a "Non Occurring Testimony"

(4) In the Judges Decision she stated that the Judge made a deep detailed error in her reference to the Plaintiff Bethel Borgeson. The Judge Stated " Ms Borgeson also testified and her testimony reflected the animosity between the parties , but she

emphasized that she never received the payments at issue. The court found her testimony to be credible"

The defendant again states that Ms Borgeson Never Gave Any Testimony in this hearing. How can a Judge Reference and give weight to a Plaintiff when the Plaintiff never gave testimony.

The above 4 comments , actions and direction from the Judge while the defendant and his attorney were outside the court house are inexplicable and show a major bias against the plaintiff and almost appear that the Judge's decision on the case was made up on day 1 of the hearing.

(5) There was a 9 month delay between the 3rd hearing September 5th 2023 and the 4th and final hearing May 29th 2024 . The defendant was not associated with the reason for any of the delays. The Witness Edward McKenna Missed two subpoena's including the Sept 5th 2023 hearing in which would appear contributed to the delay. The Judge appear frustrated and commented often how this case "was taking to long " and it only need to be one day".

The judge did not allow for a written summation for the defendant attorney though he asked two times. The judge did not allow for any re-direct for the defendant after both Witnesses gave what could be called self serving testimony to allowed to dispute and make area's of correction in their testimony.

CASE LAW

Appellate notes that because of financial constraints there was no professional assistance available to reference a specific case law. However the Appellate will RELY on the Definition and Spirit of the Referenced law's noted.

Legal Argument 1: Preponderance of Evidence

The Appellate Believes that the Mountain of Exhibits/Documents "P 1 thru P122" and the Transcripts "T1 thru T5" clearly show's without a doubt that this information was not weighted properly verse the Plaintiff's production of "NO" Exhibits, No Documents, No Testimony or Credibility relating to Plaintiff Sworn Certification (2-Different)

(1) Preponderance of Evidence by the Defendant/Appellate (There are multiple slightly

different definitions but the two key components are.

(1) "More Likely than Not"

(2) Greater than 50%

Legal Argument #2 :Rule of Law (Definition Below)

Rule of law, the **mechanism, process, institution, practice, or norm that supports the equality of all citizens before the law**, secures a nonarbitrary form of government, and more generally prevents the arbitrary use of power.

The appellate clearly shows in the Transcripts that there was a Bias against the Defendant in 2 Primary and Undeniable ways.

(Briefly Below)

CASE LAW (Continued)

- (1) The Judge Referenced and weighted testimony and state “credibility of the Plaintiff Testimony “ in her decision for the Plaintiff though the Plaintiff never gave any testimony or documentation.
- (2) The Judge Clearly communicated to the Plaintiff attorney that the Plaintiff was not needed to testify while the “Defendant and Defendant attorney” were out of the court room . This directional communication clearly showed a bias against the defendant and a level of involvement by the Judge that changed the Plaintiff strategy not to give testimony in court.

The Defendant Request the Appellate court reverse and remand this case back to the trial court level for the defendant to receive a accurate implementation of both legal arguments that have been made.

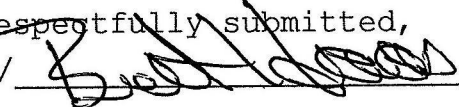
CONCLUSION

Briefly stated the Defendant clearly believes that the Preponderance of Evidence was met by the Defendant as require. Over 20 specific and primary documents were presented to the Lower court and Appellate court that show well over 515 likely hood that the Defendant made the \$19,750 payment on June 10th 2004 as the original court ordered. The Plaintiff gave No Testimony, No exhibits, No Documents, No Statements by the Plaintiff attorney to show that the Plaintiff made the \$19,750 payment. The plaintiff is simply trying acquire funds that they were not entitled to because of crediting error within one ledger. Additionally and almost equally clear is the Judge's failure to be impartial to the defendant by inexplicably communicating to the Plaintiff attorney that the plaintiff was not needed to testify and than reference the plaintiff testimony and credibility in the Judge's Final decision. Thank you for your consideration. Again I am requesting that I be

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given an opportunity to make oral arguments to the Appellate court.

Respectfully submitted,
S/ 

Dated March 14th, 2025

SUPERIOR COURT OF NEW JERSEY-APPELLATE DIVISION
LETTER BRIEF
APPELLATE DIVISION DOCKET NO.: A-147-24

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May 30, 2025

Letter Brief on behalf of: Plaintiff/Respondent, Bethel Borgeson
f/k/a Beth Haas

Beth Haas,

Plaintiff/Respondent,
vs.

Brett Haas,

Defendant/Appellant.

Paul Abrams & Saymark, Inc.,

Plaintiff,
Vs.

Brett Haas,

Bethel Borgeson f/k/a Beth Haas <i>Defendant.</i>	
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Civil Action
Superior Court of New Jersey
Law Division
Monmouth County
Docket No. MON-L-2414-04
Sat below: Hon. Mara Zazzali-Hogan, JSC

Dear Judges of the Appellate Division:

Pursuant to R. 2:6-2(b), please accept this letter brief in lieu
of a more formal brief in opposition to the appeal of the
Defendant/Appellant.

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<u>R.</u> 2:2-3(b).....	11

PRELIMINARY STATEMENT

This appeal stems from a long and tortured history of the divorce between the Plaintiffs-Respondent, Bethel Borgeson (hereinafter ‘Plaintiff’, ‘Respondent’ or ‘Borgeson’) and Defendant/Appellant, Brett Haas (hereinafter ‘Defendant’, ‘Appellant’ or ‘Haas’). The divorce action, Monmouth FM-946-02, was unusually protracted and acrimonious, spawning companion litigation when Haas refused to proceed with a transaction to sell the marital residence in 2004. T5 4:9-4:21 That litigation, the docket number of which was the precursor to the instant appeal, Abrams & Saymark, Inc. v. Haas and Borgeson, MON-L-2414-04 resulted in a judgment being entered against Haas and Borgeson for a realtor’s commission owed to Abrams and Saymark, and also resulted in one of the two judgments sought to be collected as part of the motion below by Borgeson against Haas. T5 4:25-5:11 The judgment was for counsel fees incurred by Borgeson in the Abrams action. T5 13:7-13:24 The other judgment was for counsel fees awarded in the divorce action. Id. Several times during the divorce, Haas had to be threatened with jail time for not satisfying his court ordered obligations, and he had to be restrained by court order,

from harassing Plaintiff's counsel, Edward McKenna and Jennifer Stone-Hall, Esqs. T5 8:21-9:1

During the more than two (2) years that the underlying Motions to Turn Over Funds were pending, and despite the Court below being extraordinarily generous in granting Haas tremendous latitude to gather and submit evidence on virtually a rolling basis, Haas' argument morphed from one submission to the next, but in spite of it all, he never produced any real evidence that he paid the judgments at issue, either in the form of receipts, cancelled checks, bank statements, credit card statements or executed Warrants to Satisfy the Judgments. The best evidence he could produce was a letter of questionable authenticity, not recognized by the purported author (Ms. Stone-Hall) the he apparently badgered a staff member at Ms. Stone-Hall's office into writing. T5 20:7-20:21 As it turned out, one of the judgments was, in fact, previously satisfied, and a Warrant of Satisfaction was filed to remove that judgment of record while the Motions were pending. T5 3:20-4:7 The two (2) judgments that remained open of record were validly entered due to Appellant's repeated recalcitrance and refusal to abide by the orders of the Court, and remained so up until the time the Order to

Turn Over Funds was entered by the Court below. In fact, since this appeal was filed, the Court below entered yet another counsel fee award was entered on January 3, 2025, in the amount of Nine Thousand Nine Hundred Seventy One and 20/100 (\$9,971.20) Dollars, partially in recognition of the vexatious approach to the underlying motion by the Defendant/Appellant. See court jacket MON-L-2414-04.

This response respectfully asks this court to end the litigation between the parties once and for all. Appellant is asking this Court to speculate that maybe he paid some obligation from 20 years ago, with no direct evidence of payment. The weight of the credible evidence cut in favor of granting the motion, which the Court did, and notably, the Defendant never cross moved to have the judgment(s) vacated, so even if he had prevailed, Haas would not have had the funds released to him and the judgments satisfied, rather, the funds would have continued to sit in the title company escrow account and the judgments would have remained of record. The result below is the legally and factually correct result and there is no evidence in the record that there was any error by the trial court, despite the age of the matter.

PROCEDURAL HISTORY

The Parties' divorce action dates back to 2002, was, as referenced above, unusually acrimonious, protracted and vexatious, primarily due to the Defendant's proceeding pro se, as he does herein, and his persistent and stubborn refusal to abide by Court Orders. A full recitation of the procedure is unnecessary here, but as referenced above, and in the trial court's decision placed on the record on July 29, 2024, the divorce spawned the separately captioned litigation Abrams & Saymark, Inc. v. Borgeson & Haas, MON-L-2414-04, which arose out of the refusal of Haas to comply with a Court Order to sell the marital home. T5 5:2-5:11 The acrimony continued well after the matters were concluded between the Parties, up to and including the present moment.

Plaintiff/Respondent filed the underlying motions to turn over funds on May 24, 2022 under both the FM-946-02 docket number and also under the L-2414-04 docket number. The matter was consolidated under the Law Division docket number and assigned to Judge Mara Zazzali-Hogan, J.S.C. Defendant/Appellant filed a Certification in Opposition to the Motion on or about June 13, 2022 and included six exhibits, Labeled A through F, in support of the

proposition that he had paid some or all of the judgments 18 years prior, relying on the fact that he was not remanded to the Monmouth County jail and specifically recalling hand payment to Jennifer Stone-Hall and another attorney in June, 2004. There were four (4) hearing dates, July 31, 2023, August 29, 2023, September 5, 2023 and May 29, 2024, where the Court took testimony, heard requests to supplement the record and relieve Defendant's counsel, and entertained unsuccessful settlement negotiations. Finally, on July 29, 2024, a full year after the first hearing date, the Court placed its decision on the record, finding that the Defendant/Appellant had not sustained his burden of proof that the judgments were previously satisfied or otherwise subject to discharge from the public record, and granted the Plaintiff's motion. T5 25:15-25:22

A consent order to turn over funds, executed by counsel for Defendant was filed on July 30, 2024, and said consent order was entered by the Court on August 7, 2024. The order was served as noted thereon, by letter dated August 8, 2024, and a check was received from Trident Abstract Title Agency LLC on August 9, 2024 and subsequently distributed to the appropriate parties in the

usual course of business. Notably, the consent order called for ‘total remittance of \$48,075.49, with any balance on account to be released to the Defendant’s attorney’s trust account, within seven (7) days of the entry hereof in the absence of a stay order issued by a court of competent jurisdiction’. P3A No such stay order was ever applied for nor issued.

A Motion for Award of Counsel Fees was filed by the undersigned on behalf of Plaintiff on September 25, 2024, which was ultimately granted in part by the Court following oral argument on January 3, 2025.

FACTUAL BACKGROUND

The factual background of this appeal stems from a 2002 divorce matter, originally entitled Beth Haas v. Brett Haas, 13-FM-946-02. By all accounts, that matter was particularly acrimonious, even in the context of normally acrimonious matrimonial actions. T5 4:10-4:13 As a result of the divorce case, there was the Abrams litigation precipitated by Defendant/Appellant's refusal to sign a court ordered contract to sell the marital residence, resulting in judgments being entered against the parties, as well as more than several counsel fee awards, the most recent of which was entered in the very matter which is the subject of this appeal, against the Defendant/Appellant. Plaintiff/Respondent waited for as much as 18 years to collect on those judgments, the last two (2) years of which were precipitated, once again, by the Defendant/Appellant's obstreperous and vexatious approach to litigation. Id. Despite what the trial court itself referred to as 'herculean efforts' to stretch the Rules of Court and of Evidence, in order to allow Defendant extraordinary latitude to prove his case, and let the be no mistake, he bore the burden of proof, he categorically failed to do so. T5 25:10-25:22 Supposition and conjecture simply do not provide the

clear and convincing evidence that a valid judgment of record was previously satisfied. The testimony, affidavits and documents produced in the motion appealed from lead inexorably to this conclusion that the trial court ultimately found and held.

STANDARD OF REVIEW

A motion to turn over funds is governed by New Jersey Rules of Court R. 4:48-1 and N.J.S.A. 2A:16-46. While precious little on point case law appears to exist, the apparently undisturbed decision of the Supreme Court of Judicature of New Jersey in Hankinson and Dawes, Executors of William Housel v. Hummer, 12 N.J.L. 64 (1830), the standard applied to decide the question of what evidence is required to compel satisfaction of a judgment was, ‘The Court will not order satisfaction of a judgment to be entered, unless the proof of payment thereof is full and satisfactory.’ Id. See also Rubino v. Santanello, 34 N.J.Super. 329 (App.Div.1955) Research has not revealed any opinion of record addressing the standard of review on appeal of the grant of a motion to turn over funds. Presumably, this is because the issue is black and white. If a judgment is revealed of record, and the judgment debtor cannot provide evidence of payment, ‘full and satisfactory’, there is little to consider or decide. The Court below decided the motion on a record of testimony of two attorneys and the objecting Defendant, and the Certifications of the Plaintiff/Movant, together with an extensive documentary record, none of which proves with any

clarity that the judgments were satisfied by way of payment by the judgment debtor. The findings of credibility and relative merits of testimony will rarely be disturbed by a reviewing Court, as a matter of long established law. See e.g. James v. Harvey, 1 N.J.L. 228 (1794); State v. Locurto, 157 N.J. 463 (1999) and Close v. Kordulak Bros., 44 N.J. 589 (1965). The purported letter of August 10, 2004 was hearsay, as it was not properly authenticated as a business record, was disavowed by the purported author, and was not conclusive in support of the matter asserted in any event. T3 8:13-8:22; 9:25-10:21

When applying the standards of review, since it has been determined by the Court, based on the credibility of the witnesses and the long, sordid history of the proceedings between the parties, this Court should affirm grant of the motion by the Court below.

LEGAL ARGUMENT

POINT ONE

THE APPELLANT FILED HIS APPEAL ON A NON-FINAL ORDER AS THERE WAS A COUNSEL FEE CLAIM PURSUANT TO R.4:42-9 PENDING AT THE TIME OF THE APPEAL.

According to R. 2:2-3(b), ‘Final judgments of a court, for appeal purposes, are judgments that finally resolve all issues as to all parties, except the following are also appealable as of right:’ none of which apply herein. At the time of filing of the within appeal, a counsel fee claim related to the underlying motion practice, which was ultimately granted in substantial part, was pending, rendering the order appealed from herein not a final order. This was pointed out in Respondent’s Appeal Case Information Statement. As such, the appeal should properly have been rejected as having been filed without proper leave of court. Inasmuch as the counsel fee motion has been decided and is well beyond the time for appeal, this Point is moot, but is raised simply for the Court’s reference and information.

POINT TWO
THE COURT BELOW EXERCISED REASONABLE
DISCRETION IN FINDING THAT THE
MOVANT/RESPONDENT PRESENTED THE MORE CREDIBLE
AND CONVINCING ARGUMENT AND THAT THE
JUDGMENTS WERE VALID AND ORDERING THE FUNDS TO
BE TURNED OVER

There is no error of law presented for this Court's consideration on appeal. Essentially, the Court below evaluated a voluminous record of prior litigation history, testimony and documentation, and after a full plenary hearing, made findings of fact and credibility that were completely consistent with the evidence, and the legal aspect of the ruling is not in question.

The Appellant does not present a legal argument for the Court's consideration, but rather, as he did in the motion hearing on the counsel fee application, simply reargues the merits of the underlying motion as a pretext for 'Legal Argument.' In Point 1, Appellant states, without legal or factual support, that 'the Definition of Preponderance of Evidence is enough to support his argument'. To the contrary, the Court below specifically held, in sustaining the motion to turn over funds,

'the proper vehicle for addressing the outstanding judgment, but it's Mr. Haas' burden to prevail in this opposition to the motion. Ultimately, he's failed to demonstrate by a preponderance of the evidence that he

paid the two judgments at issue for the following reasons--- and the Court believes he believes he paid them, the evidence makes his testimony not credible on various instances for several reasons.’ T5 21:25-22:8.

The Court then went on to demonstrate in painstaking detail how the documents and testimony presented in the motion hearing, again, over four days and with rolling submissions by the Defendant/Appellant, in contravention of the Court’s direction and over Plaintiff/Respondent’s repeated objections, and changes in theory of the case with each new submission, did not lead in any way to a conclusion that the judgment at issue had been satisfied. This is because, paraphrasing the Court’s holding from pages 22-24 of T5, Defendant’s claims were based entirely upon supposition, assumption and conjecture that was almost uniformly contradicted by demonstrable facts. Respondent refers the Court to the transcript so as not to belabor the point here.

After citing to N.J.S.A. 2A:16-46 and R. 4:48-1 related to satisfaction of a judgment, the Court went on to describe the reasons for the ultimate grant of the motion, which the Respondent will quote at length,

Here, there is a credibility issue that Mr. Haas delivered the money by hand on [sic] June 2004 for several

reasons. First, he had been directed not to go to the ---the office or contact any of the employees. Moreover, Ms. Stone's assertion that she would have recalled the transfer of monies on the front lawn given the dynamics of this case makes complete s[i]nce and was credible.

Second, there's no correspondence from Haas to the firm confirming that he paid the judgment as he did in 2003 for the other judgment. Likewise, there is no reference to a warrant of satisfaction of judgment. In addition, as I stated earlier, the Court cannot reconcile the figures on those various ledgers in terms of who paid what when.

To reiterate, the Court made herculean efforts to try and untangle the records to give Mr. Haas the fairest hearing possible. Testimony was taken over four days, more than many trials. There were 11 adjournments.

The record speaks for itself in terms of the patience and liberality with which the court approached this hearing. Is it possible that he paid the monies? Yes. And while the Court appreciates his frustration, unfortunately, he failed to connect the dots and satisfy his burden of proof that he did satisfy the debts at issue. And therefore, the Court is granting the motion to turn over funds.' T5 24:20-25:22

The Appellant can no better describe the state of the facts and evidence in this matter than the Court did in the recitation quoted above. Herculean efforts, credibility problems, impossibility based on the dynamics of the case. There is clearly and indisputably no error of law by the trial court in this matter and the result must not be disturbed for that reason.

CONCLUSION

In light of the foregoing, Plaintiff/Respondent, Bethel Borgeson f/k/a Bethel Haas respectfully submits that Defendant/Appellant's appeal does not cite any error by the Court below that could be in any way viewed as inuring to his detriment. Indeed, the only one who might be in a position to claim some error or prejudice in light of all the accommodation afforded Appellant is Respondent, and no cross-appeal has been filed. As such, the holding and order of the trial court to turn over funds must be summarily affirmed.

Respectfully Submitted,
GREGG F. PASTER & ASSOCIATES
ATTORNEYS FOR PLAINTIFF/
APPELLANT, BETHEL BORGESON



Dated: May 30, 2025

BY: Gregg F. Paster, Esq.

Superior Court of New Jersey- Appellate Division

Reply to Plaintiffs Letter Brief

APPELLATE DIVISION BRIEF DOCKET# N: 1-147-24

Brett Haas – Pro Se

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07/14/2025

Subject: Appellant's Reply to Plaintiffs Brief

Bethel Borgeson (Plaintiff / Respondent)

VS

Brett Haas (Defendant/ Appellant)

Brett Haas: Appellant/ Defendant

Civil Action

Superior Court of New Jersey

Law Division

Monmouth County

Docket #L-24140-04

Dear Judges of the Appellate Division

Pursuant to Remanding this case back to lower court please accept this Reply to Plaintiffs Brief along with original submission of transcripts, evidential evidence, exhibits to assist in reviewing this case.

Additionally, and previously requested the Defendant/Appellate the ability to Have In Person Oral Arguments.

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Preliminary Statement

As the Appellant/Defendant, I wish to maintain focus on a primary factor. Who Made the Payment of \$19,750 on June 10, 2004” and what does the evidence and testimony show.

(1) Was it Defendant Brett Haas?

Or

(2) Was it the Plaintiff Bethel Borgeson?

As a general statement the 19,750 has ballooned into a estimated \$40,000+/- current value in which the Plaintiff Collected.

As the Appellant/Defendant it is 100% clear that the Exhibits and Testimony and Lack of Testimony support the definition, expectation and implementation of the definition of “Preponderance of Evidence”

Definition of Preponderance of Evidence is a standard of proof that requires the party with the burden of proof to show that it is more likely than not (51%) that their version of events is true. This preponderance of evidence definition means that the evidence presented must tip the scales in favor of the party with the burden of proof, showing that it is more probable than not that their claim is true.

The Appellant has over 20+/- Exhibits / Testimonies/Scenarios/ that clearly supports his payment of \$19,750 June 10th, 2004 Verse NO documents or Testimony from the Plaintiff.

Defendants Short Response to Plaintiff Greg Paster Brief:

Though most if not all ‘descriptions’ in his Preliminary statement are wrong, inaccurate and not surprisingly biased to his client. The Court should consider at **No Time Does Greg Paser Esq ever make reference** to his client Bethel Borgeson making the June 10th 2004 \$19,750 and at No Time Does he ever make a reference or specifically attack Brett Haas Integrity or truthfulness in his testimony or the multiple exhibits.

It appears that Gregg Paster Esq gave less convincing or evidentiary response that can defend or advance against the Defendants’ position and supportive documentation.

Additionally, and equally important, Gregg Paster esq did not Address Judge Hogans Decision that she referenced Bethel Borgeson’s Testimony and credibility that never occurred. (T5-Pg17 Line 10) and T5-Pg19 Line 25 thru Pg 1 thru 10).

Procedural History

As a General Statement the Plaintiffs version of the Procedural history of dates is considered “acceptable and correct”. However the description and associated comments are considered less accurate and often completely wrong as he has limited and no

context on details of the case.

The appellate references his original submission to the court as accurate and researched relating to procedural history.

In an attempt to minimize dates the key factor dates in the case are noted below.

April 23rd 2004: Judge Paul Kapalko the Judge in the Divorce Case Split Custody of the Daughter Hannah Haas in a Breakout of 53% to Bethel Borgeson and 47% to Brett Haas. It allowed Brett Haas to attend and participate in any Activities, Teams, Groups that Hannah Haas may be a part of on any day or night that it might occur.

A Key Component is that Judge Kapalko ordered Brett Haas to pay Bethel Borgeson \$19,500 to assist in her legal fees. The decision was mainly based on the actual income of Brett Haas verse Bethel Haas and the Dual overall cost of both legal counsels.

June 10th, 2004: McKenna and Stone Hall had acquired a Bench Warrant for the arrest of Brett Haas if he did not make the payment of \$19,500 by June 10th, 2004. Repeat a Bench Warrant for the Arrest of Brett Haas if the payment was not made on June 10th, 2004.

Ledger Shows a payment of \$19,500 was on June 10th, 2004.(P55)

The Plaintiff notes that there are over 20+/- Exhibits and Documents that show and support Brett Haas Plaintiffs assertion that he made

the payment of \$19,500 and was simply wrongly credited to the Plaintiff's Legal Account. There is a mathematical impossibility for the sequence of documents and evidence to show it occurred any other than Brett Haas/Dependent making that payment on June 10th 2004.

Factual Background

The Defendant and the Plaintiff agree in the divorce decision in 2002-2004. April 23, 2004, that the Judge required Brett Haas the Appellate/Defendant to pay \$19,750 to Ms Borgeson for her legal fees.

Both Parties and the Attorneys McKenna- Stone Hall all agree that there was a payment made on June 10th 2004 for \$19,750 to the McKenna Legal Account on the exact day a bench warrant was to be enforced if Brett Haas did not make payment of \$19,750. The Only question is who made the payment and how was the credit given. The Primary argument and disagreement in this case who made the payment Brett Haas/Defendant or Bethel Borgeson/Plaintiff.

The Defendant references all the transcripts, evidence, and exhibits that were presented in the original documents to the appellate court that are often self-explained along with the pending oral arguments.

There are specific letters of sworn certification from both Bethel Borgeson and Jennifer Stone Hall that specifically acknowledge the

Payment received from Brett Haas on June 10th, 2004. Additionally, There are over 20 documents that support and show consistent acknowledgements of these payments that far exceed the courts requirements for “preponderance of evidence”

Standard of Review

The defendant agrees with the plaintiff that there is minimal and limited applicable case law that aligns with this case.

Thus, the argument is made based on the Judge Hogan references in her decision. Judge Hogan used the term failed to meet the requirements of “preponderance of evidence”

Additionally, the Defendant argues and references multiple areas within the transcripts and her decision that a unfair and biased decision occurred against the Defendant.

Legal Arguments

The Defendant’s legal arguments are easily defined both by (1) Preponderance of Evidence and (2) UnFair/Biased Application of a fair hearing by Judge Hogan. The examples and references are clearly noted in the original documents presented to the Appellate court along with this Reply Brief.

In addition, for clarity Judge Hogan was well aware that this case was in the process of being reviewed in the appellate court. Her comments to the defendant and plaintiff that her decision on the requested legal fees by the Plaintiff were not affiliated with or to be

delayed by a conclusion within the appellate court decision.

Brett Haas Defendant (Credibility)

At no point in the presentation of Brett Haas evidence did Gregg Paster directly shows, point out or attack any of his evidence or testimony submitted to the court.

At no point in Jennifer Stone Halls or Edward McKenna's testimony did they sight one specific document, word, sentence, paragraph that they thought was fraudulent. They only made self-serving non supportive claims that their firm had a policy that documents were not sent out of the office without a signature. (P86-P87) However it is clear that there are multiple documents from both Stone Hall and McKenna that are unsigned along with their content not being disputed.

Plaintiffs' Attorney Gregg Paster Ethical Responsibility

Plaintiff Gregg Pater esq was well aware that Judge Hogan decision which he and his client financially benefited in the range of \$58,000+/- was factually wrong with the reference that his client gave testimony. In fact, the Judge noted that his client Bethel Borgeson was considered "Credible" which was weighted in the Judge's decision. Gregg Paster Esq was aware that he client never gave testimony.

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Directional Definition that Questions Gregg Paster Esq obligation to communicate to the court that they weighed a decision in his and his clients favor based on a False Statement in which they were credited for the Plaintiffs testimony that never occurred. The incremental weight is he captured financial gains in which should have been immediately addressed as covered in the code of ethics.+

Lawyers are bound by legal and ethical standards that govern their professional conduct, emphasizing integrity, confidentiality, and competence in their practice

Legal ethics encompasses a set of standards governing professional conduct within the legal profession. They emphasize integrity, accountability, and the necessity of maintaining public trust. Core principles such as confidentiality and competence are vital in fostering an effective attorney-client relationship.

Additionally, legal professionals must navigate ethical dilemmas, ensuring honesty and respect in their interactions with the court. Understanding these elements is crucial for grasping the broader implications of legal ethics on the practice of.....

Plaintiff's Bethel Borgeson Lack of Credibility

Appellate/Defendant notes Extremely Important.

The Evidence / Exhibits presented to the court clearly show 100% that Ms Borgeson was aware that she received full payment and or

credit from Brett Haas. (P99,100,101, 102 and 103.)

The Plaintiff has no credibility to present any attempt to collect funds relating to Non-Payment of \$19,750. The Plaintiff has clearly entered the courthouse with dirty hands and left with no credibility.

**THE PLAINTIFF HAS A SIGNED SWORN CERTIFICATION ON
JAN 04/2005 THAT STATES VERBATUM...(BOTTOM OF PAGE 100)
ENFORCEMENT OF COUNSEL FEES ORDER.**

April 23, 2004, The defendant was ordered to pay a total amount of \$19,750 in connection with February 5 , 2004 decision and the orders entered March 12 th, 2004 and March 25, 2004. These fees were ordered to be paid no later than May 10th 2004 which was not paid until June of 2004 when faced with the issuance of a Bench Warrant.

The above paragraph was taken from a sworn certification in Jan 2005 that the Plaintiff references the payment and acceptance of the \$19,750 from the Defendant.

Jennifer Stone Hall Esq Witness (Lack of Credibility/Self Serving Witness)

Appellate/Defendant notes Extremely Important.

The Evidence / Exhibits presented to the court clearly show 100% that Jennifer Stone Hall was aware that she received full payment and or credit from Brett Haas. (P95,96,97,98,)

The Jennifer Stone Hall has no credibility within this case on multiple levels. Jennifer Stone Halls testimony was evasive and

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professionally clinical on how to attempt to avoid acknowledgement of a payment of \$19,750 on June 10th that was clearly credited to her firm. Jennifer Stone Hall has a Sworn Certification dated May 12th 2005 that she states or presents any attempt to collect funds relating to Non Payment of \$19,750.

Jennifer Stone Halls Verbatium Sworn Certification states

(P99 #6 & P97). As part of the final decision rendered by Judge Kapolka on Feb 5th, 2004, and during subsequent post judgement Motions, Mr Haas has been ordered to pay a total of \$22,150 on behalf of Ms Borgeson. To Date , Mr Haas has paid \$21,750 of these fee's only after enforcement motions and bench warrant applications are filed. The remaining counsel fee award of \$400.00 and is not due until May 12th 2005.

As a Defendant/Appellant the previous statements, acknowledgement of the \$19,750 is clear and undisputable via her own sworn certification. Ms Stone Hall testimony and denials are clearly evasive and self-serving and against any ethical sworn oath she has made within her profession.

Edward McKenna Esq Witness (Lack of Credibility/Self Serving Witness)

Edward McKenna ignored and missed 2 Subpoena's to give testimony and only after a 3rd subpoena did, he actually via cable give testimony.

The appellate court must recognize McKenna was the original attorney he appeared and communicated great knowledge and threats for legal actions against the Defendant all of which he never pursued.

Edward McKenna appears given testimony that was evasive, mis leading and self-serving to protect himself and law firm from responsibility of the now \$58,000+/- associated with the acceptance of the June 10th 2004 \$19,750 payment.

Judge Marra Zazzali- Hogan (Decision and Application of the Law)

1. Preponderance of Evidence Preponderance of the evidence is a standard of proof that requires the party with the burden of proof to show that it is more likely than not that their version of events is true.

This preponderance of evidence definition means that the presented must tip the scales in favor of the party with the burden of proof, showing that it is more probable than not that their claim is true.

The defendant Appellate notes that the Evidence/Exhibits clearly P 1 thru P 122 support and show acknowledgement of the \$19,750 payment by Brett Haas/ Defendant that are at a much greater level than the required "Greater than 50 % /Likely Made the Payment"

2. Fair and Impartial Trial / Undo Influence

It is clear that Judge Hogan had Undo Influence in this case.

Please read the below sequence and exchange between the
Judge hogan and Gregg Paster

(1) The Court :“ I don’t know if we really need to hear from your
client, though because, I mean it’s up to you. T1-P19 Lines 1-2-
3.

The Court: Okay, So I guess . Mr Paster, do you want me to
admit your client in so,,just so she can hear what’s going on
here or leave her.T1-P20 Lines 17,18,19

Mr Paster: With her... I told her what you said T 1, P 20, Lines
23,24.

Mr Paster: Okay . Year I told her you don’t need to hear her
testimony, but I would like her at least to be able to spend the
next hour watching this. T1 -P21, Lines 2,3,4

Mr. Cohen; Was Ms Borgeson going to testify at all because I just
had some questions for her. (T1-P 22 Lines 10,11,12)

Mr Paster, Well if the court does not need to hear from her, then
I’m not going to pursue this.

Additional Influence and conversations between Judge Hogan,
Gregg Paster and Bethel Borgeson Occurred while both Brett

Haas/Defendant and his attorney Mark Cohen were out of the court room. (Off the Record Conversation below.: MUTED 10:15.08 am thru 10:18.05 am)---

Ms Borgeson: Yeah or Maybe you think she "Judge Hogan" going to put me on today. T1 P 49 Lines 22, 23

Mr Paster: No no She"Judge Hogan: said before you were admitted that she didn't need to hear from you, So I think you can go.T 1 P 49 Lines 24, 25 P50,1

Mr Paster: I think we are going to wrap up today T1, P50 Lines 3,4

The Court : Yeah , She can go, you can go T1 P50 Lines5

Ms Borgeson: Well I'll T1 , P50, Line 6

The Court: Whenever you need to go, mama . You don't have to wait. I mean. T1 P 50 Lines7,8

Ms Borgeson: Oh Okay, There is thank you so much. I really appreciate your time, Judge. Thank You T1, P50 Lines 9 ,10,11

The Court: Of Course T1 P50 Lines 12

Fair and impartial are two qualities that are often used interchangeably, but they have distinct differences. Fairness refers to the quality of being just and reasonable, while impartiality refers to the quality of being unbiased and neutral. While fairness involves treating everyone equally and giving each person what

they deserve, impartiality involves making decisions without being influenced by personal feelings or opinions. In essence, fairness is about the outcome being just, while impartiality is about the process being unbiased. Both qualities are important in ensuring justice and equality in various situations.

Undue influence occurs when an individual is able to persuade another's decisions due to the relationship between the two parties. Often, one of the parties is in a position of power over the other due to elevated status, higher education, or emotional ties. The more powerful individual uses this advantage to coerce the other individual into making decisions that might or might not be in their long-term best interest.

Conclusion

The Defendant has presented multiple exhibits and documents that proved well beyond any legal requirement in this case that he made the

June 10th 10 2004 mandated \$19,750 and this case should be sent back to the lower court to be reheard.

Additionally, there was a abundance of transcripts evidence that Judge

Hogan was unfair, biased in her decision. In that she referenced and weighted testimony from the Plaintiff Bethel Borgeson as "Credible" that

never occurred. And the undo influence she had on the Plaintiff

Attorney when she communicated that the "Plaintiff" would not be needed to testify.

The Defendant would like to thank the Appellate Court for taking the time to review and consider all exhibits and factors in this case.

Brett Haas

Pro- Se


7-14-24