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DATE SUBMITTED : 10/15/2025**

EDWIN HERNANDEZ
(Plaintiff/ Respondent),

SUPERIOR COURT OF NEW JERSEY
APPELLATE DIVISION,
DOCKET NO: A- 1291-24T4

-VS-

OR

ABIODUN OLANIWUN,
NEW JERSEY PROPERTY LIABILITY
INSURANCE GUARANTY ASSOCIATION,
A.K.A, NJPLIGA
(Defendant/ Appellant),

CIVIL ACTION

SUPERIOR COURT DOCKET
NO:- ESX-L-4691-22 C/W
ESX-L-6377-22
APPELLANT'S BRIEF

Appeal From a Judgment
(Or Order: Confirming Arbitration Award),
Of The Superior Court Of New-Jersey,
Law Division, Special Civil Part,
Essex County Vicinage,
Sat Below: Hon. Annette Scoca , J.S.C,
(Superior Court Judge)

RECEIVED
APPELLATE DIVISION
OCT 21 2025
SUPERIOR COURT
OF NEW JERSEY

APPELLANT'S BRIEF

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- 1) The contradicting and inconsistencies statements between the police. incident report, issued by the respondent at the acclaimed accident scene and the respondent counsel lawsuit claim statements.
(Appendix Page(s) A1, A2, A3, A9, A10, A11)
(Not Allowed To Raise Any Argument: Appendix Page 14, index 16 to 19).
(But Partially Raised Below: Appendix Page 16, index 5 to 12).

- 2) Who Orchestrated And Managed Both The Case Deposition Conference And The Arbitration Meeting, And Why Is My Cross-Examination Of The Respondent’s Section Leave-Off From The Case Deposition Conference Transcript.
(Not Allowed To Raise Any Argument: Appendix Page 14, index 16 to 19).
(Not Raised).

- 3) There's "NO CLAUSE" in the lawsuit claim that bond/ enforces me (the appellant), to partake in the arbitration conference.
(Transcript Page 19, index 20 to 22).
(Raised Below).

- 4) The Arbitration Award Certificate Copy Was Never Serve Upon Me As Required By Law. (Appendix Page(s): A62).
(Raised Below).

- 5) My Counterclaim Lawsuit Against The Plaintiff And Demand For The Damages Caused By The Plaintiff's Action, Where The Plaintiff Did Knowingly Caused Some Dent Damages To My Vehicle.
(Appendix Pages: A24, A25, A26, A27, A28, A29, A30, A31, A32, A33, A34, A35, A36) (Transcript: Page 17, index 11 to 15).
(Raised).

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APPELLANT'S BRIEF: PRELIMINARY STATEMENT

On 01/11/2021, at around 10:15pm, while i was at work, i received a phone call from a family friend (Olajide Oyegbami), visiting from overseas, and stayed on Midland Avenue, off Monroe Street, Passaic, NJ. My family friend had called to inform me of seeing the now recognized respondent (Edwin Hernandez), loitering around my parked vehicle (a white 2013 Chrysler 200), with a suspicion of an effort to gain an access/ break into the parked vehicle as spotted, by forcefully pulling the door handle on the driver's side of the vehicle. I immediately advised that my family friend to scream at the suspected individual, just in order to create an alert awareness that he's been seen/ spotted, while my family friend also subsequently walked-up to where the vehicle was parked, purposely to stop/ challenge these intruding individual, and just as my family friend got to the now recognized respondent, he quickly noticed a chrome piece part covering the vehicle door handle suddenly fell off from the respondent, and i immediately advised my family friend to switch our phone call to a video call, to allow me a viewing access of the scene. And just in an effort to cover up for his suspicious act, the respondent purposely put up a manipulatively defense mechanism and became suddenly aggressive and attempted to attack my family friend, while demanding that he should apologize for his accusation comment of him attempting to break into the vehicle, but my family friend just kept his distance from any likely attack from this individual, as he became more charged with aggression, and in no time he started

hitting my vehicle body parts continuously with his boots and the backpack that he had on him at the time, and thereby causing some bodily dent damages on my vehicle, where his action violates state of New-Jersey statutes under statutes N.J.S.A. 2C-17-3 (damage to property). And while he's yet uncontrollable with his anger rage, and with an attempt to reaching for inside his backpack, which thereby put my family friend now in more fear of any likely danger, he'd suggested that he dial 911 for police unit emergency assistance, but rather of taking chances of the likely long wait for the police unit arrival and expose him to any likely danger, i instructed him to quickly enter my car and drive off the location to safe the situation, and despite his leaving the scene, the respondent still aggressively chased after the vehicle until it faded away. On 01/12/2021, having returned back from work and seeing the impact of the dent damages caused by the respondent on my vehicle body parts, my family friend and i immediately visited the Passaic police precinct to report the incident, and only to be informed that police unit was dispatched to the same location the previous night and that the dispatched officer was presently off from duty, as the officer only work night shift. I requested to make my personal complaint of the incident with presence of the witness, but the police officer on duty refused to take my complaint, and informing that only the dispatched investigating officer can make such decision (to grant another incident report of the same matter), and because i also work at night, which definitely will make it likely impossible for me to meet with the investigating officer on the

matter, due to our clashing work schedule, but due to my persistence for a quest for an incident report and explaining my availability situation, i was eventually put on the phone to speak with the investigating officer (Ms. Leslie Garcia), who refused to hear my side of the story of the incident for an incident report, and that she can only grant one police incident report, and that we should go defend our innocence of the incident at the court. And after several court hearing proceedings of the matter, and with the respondent in attendance at all appearances, and without any complaint of either any struggle nor injury difficulty to attend all court proceedings at the Passaic county court house, and where eventually the two alleged charges were dismissed without prejudice due to lack of proof of evidences for prosecution and inconsistencies in the respondent statement of the incident.

CONTENT OF BRIEF: STATEMENT OF FACTS

On 01/11/2021 at 22:30 hour, the respondent made a police report (Appendix pages A1,A2, A3), where he claimed that he was struck by a white car while crossing a cross walk, the vehicle then double parked on the painted median,he walked up to the vehicle and advised the driver that he had struck him, the driver then fled the scene, but he was able to take out his cellular device and captured a photo of the NJ tag on the vehicle, at the scene the respondent complained of pain on the right side of his ribs cage, EMS 22 arrived on scene, the respondent was checked out but refused to go to the hospital. This allegations went on trial at the Passaic City Municipal Court for over six scheduling appearances, and where the respondent attended all proceedings, and the matter was dismissed due to lack of prosecution, no evidentiary proof and inconsistencies testimony statements by the respondent (Appendix Page A4). On 10/04/2022, the law offices of Jeffrey S. Hasson, PC, and Burke and Potenza (from NJPLIGA), filed a JURY DEMAND lawsuit complaint against me at the somerset county court under docket #: SOM-L-1042-22 (Appendix Pages A5 to A23), which posted a contradicting narration of the same accident claim of 01/11/21. And on 09/20/22, i also filed a counterclaim lawsuit against the respondent for the damages he'd caused on my vehicle body parts and demanding the cost to fix the damages (Appendix Pages A24 to A35). A questionnaire in regards to the incident was answered accordingly (Appendix Pages A37 to A42). A case deposition conference was held on 06/14/23, which was

organized and orchestrated by both counsels in this matter, without my contribution, and because we couldn't finish with the case deposition conference in one day sitting as scheduled, it was then continued and concluded on 06/27/23, and only for me to received a copy of the case deposition conference transcript and noticed that my cross examination section of the respondent was leave-off from the case deposition transcript, and where this action raised a suspicion of conspiracy from the other involved parties against me (Appendix Pages A43 to A55, some relevant pages of the case deposition conference transcript). And just after the conclusion of the case deposition conference, where most facts have now been revealed, the respondent counsel quickly filed an amended answers to interrogatories to include a fabricated independent medical evaluation report of the respondent (Appendix Pages A56 to A59), despite being fully aware that the case discovery submission period had since ended on 06/19/23 (Appendix Page A75), just purposely to manipulate the credibility of the matter to his client's advantage, and which i also filed an objection against such notice request (Appendix Pages A60 to A62). An ARBITRATION MEETING was held on 07/24/24, which was arranged and orchestrated, and with neither my consent nor contribution in the set-up, only by just the two counsels in this matter, and where their action has already raised an eyebrow, as it was perceived as another conspiracy motive by the two counsels to manipulate the credibility of the case, and knowingly enforcing me to join in such an arbitration conference, as against the primary filing request for jury

demand trial of the case, just so they can achieve an automatic bias judgment to their advantage, especially when i have a challenging health issues, so i exempted myself from such an awful arrangement, especially when there's no CLAUSE in the lawsuit claim that bond me to partake in such a unsupervised meeting, as I preferably rather proceed with the jury demand trial of the case, as it was primary filed. And due to my absentia at the arbitration meeting, an ARBITRATION AWARD (Appendix Page A63), was issued in favor of the respondent, and where these notice was neither served nor shared with me to allow me file a notice of rejection of the award, but instead, i received a court date for an ARBITRATION AWARD CONFIRMATION (Appendix Pages A64 and A65, scheduled for 10/25/24), and which i immediately filed an objection notice against the notice request (Appendix Pages A66 to A70). And on 10/25/2024, the judge GRANTED AN ARBITRATION AWARD in favor of the respondent (Transcript page 25, index 12 to 20). And due to my unsatisfactory of the judge's decision, where i believed that the judge failed to apply the proper rule of law in her decision (to investigate if truly there existed an accident as claimed, or if there's any clause in the lawsuit claim that bond me to partake in the arbitration conference, or did i neither contributed to set-up nor consented to join in the arbitration meeting as a means to resolve our counter lawsuit claim, and neither did the judge do her due diligence to go through my submitted case deposition transcript nor regard my complaint of pointing that my cross examination section of the respondent at the deposition conference was leave-off), i then filed an appeal and subsequently filed a motion at the trial court and requesting that the trial court judgment be suspended and stay pending appeal (Appendix A74 through A82).

CONTENT OF BRIEF: GENERAL FACTS

That, throughout occurrence of these incident, i was on a video with my family friend, which thereby make me a witness of whole incident and i can clearly confirm that no accident occurred and where this fact can easily be confirm between police report, the respondent lawsuit claim and the case deposition conference transcript. The case deposition conference was held on 06/14/2023, which was singularly arranged by the alliance of both counsels on this matter (Jean-Claude Labady, Esq and Kenneth A. Resnick), where in their manipulatively effort, did knowingly forced the service of an interpreter upon me, with the excuse that they can't understand my English, and where there after the case deposition conference, my cross-examination session of the Plaintiff (respondent), at the case deposition conference was leave-off (suppressed from the transcript), where this action clearly confirmed a claim for CONSPIRACY BOGUS, ACCIDENT FRAUD/ INSURANCE CLAIM (where Mr. Kenneth A. Resnick of NJPLIGA work in alliance with the law offices of Jeffrey S. Hasson, PC), and this violates the validity of state of New-Jersey statutes under section 2C:21-4. There was a methodological flaw in this proceedings that deprived me (the appellant), a fair and full determination on this case, where there was no any modifications in the lawsuit for an ARBITRATION PROCEEDINGS, other than primary filed status of the application for jury demand, which thereby clarify me that there's no clause in the lawsuit to enforces or bond me to attend any arbitration conference, especially

when it practically set up with neither my involvement nor contribution, especially when it has become clearly obvious that the Burke and Potenza, PA office of Mr. Kenneth A. Resnick and the law offices of Jeffrey S. Hasson, PC- for Mr. Jean-Claude Labady, Esq, are working in alliance, where Mr. Kenneth A. Resnick, uses his position at NJPLIGA, to hunt on uninsured drivers from police incident record and fraudulently/ falsely make an accident case claim, and thereby after file for payout check out of the state treasury account for their personal use/ gain.

CONTENT OF BRIEF: PROCEDURAL HISTORY

After the occurrence of these incident on 01/11/2021 (Incident Police Report : Appendix Page(s) A1, A2, A3), the matter was then listed for up to eight different appearances of trial proceedings at the Passaic City Municipal Court, but it was eventually dismissed on 01/06/2022 (Appendix Page A4: Certificate Of Case Disposition), due to lack evidentiary proof and inconsistencies testimony statement by the plaintiff. The matter was again filed at the somerset county court for a lawsuit claim on 09/14/2022 (Plaintiff Lawsuit Application Documents: Appendix Page(s) A5 Through A23). With the filing of these lawsuit claim by the plaintiff, i was now able to have his information, and which gave me the privilege to also filed a counterclaim lawsuit pursuit against the plaintiff at the somerset county court, due to the bodily damages dents that he'd caused on my vehicle during the

incident (defendant's counterclaim application: Appendix Page(s) A28 Through A36, filed on 09/20/2022). Around November 2022, i filed a motion for the matter to be transferred to Passaic County (Incident location), but it was later transferred to Essex County Court for travel convenience. The plaintiff's counsel requested that i (the defendant), fill out answers to interrogatories questionnaire (Appendix Page(s): A37 Through A42), and which was answered accordingly. And on June 14th. 2023, an oral examination of the case deposition conference, which included all parties in the matter was held, where the defendant's interrogatories section of the plaintiff was leave-off from the deposition transcript, to cover up all evidentiary facts in the matter and where: In New Jersey, withholding evidentiary proof from the opposing side can be a severe offense, such as tampering with evidence (N.J. Rev. Stat. § 2C:28-6), a fourth-degree crime. This statute prohibits altering, destroying, or concealing evidence to mislead a proceeding. Alternatively, if the withholding occurs through a violation of discovery obligations, especially regarding exculpatory "Brady material," it can lead to a Brady violation. Such actions often result in the exclusion of evidence, potential dismissal of the case, or other legal consequences but attached herein are some Relevant Point Heading For Argument Parts Of The Case Deposition Transcript: Appendix Page(s): A43 Through A55). Afterwards the case deposition conference, the Plaintiff counsel, quickly filed a motion to amends answers to interrogatories to include a fabricated independent medical evaluation report of the plaintiff (Appendix Page(s): A56

Through A59), despite knowing that discovery submission period is closed, just in an effort to manipulate the credibility of the case and where i (the defendant), in response quickly filed an objection to the motion notice (Appendix Page(s): A60, A61). On July 24th. 2024, an ARBITRATION MEETING was scheduled, which again was orchestrated and managed by both representative counsels in this matter, and where i have no single contributions in the set-up of the arbitration meeting, and since there's NO CLAUSE binding me in the lawsuit to an arbitration means of our case resolution, and where this clarified that no condition can enforces me to partake in the arbitration conference, especially when i'm sidelined from the set-up arrangement of such means of case resolution, and an arbitration award was awarded in my absentia in favor of the plaintiff (Appendix Page 62), and neither a copy of the arbitration award certificate notice was shared with me nor an update brief of the arbitration conference. Shortly, after the issuance of arbitration award certificate, in favor of the plaintiff, a motion notice to confirm ARBITRATION AWARD, was filed (Appendix Page(s): A63, A64), and i subsequently filed an objection motion notice against it (Appendix Page(s): A65, A66, A67, A68, A69), and the ARBITRATION AWARD CONFIRMATION was heard and GRANTED by Hon. Judge Annette Scoca, J.S.C, on 10/25/2024 (Appendix Page(s): A70, A71, A72), and where the judge's decision was perceived biased and unsatisfactory, due to some methodological flaw in the proceedings, that deprived me (the appellant), a fair and full determination on this case matter, especially when there's no

CLAUSE in the lawsuit that bond me to partake in the arbitration meeting, especially where the only primary resolution means to this lawsuit was a JURY DEMAND, i filed a motion notice (Appendix Page(s): A73 Through A81), against the judge's decision (the granted arbitration award), requesting the court to suspend the judge's order pending appeal (Notice Of Appeal Application, Appendix Page(s): A82 Through A91). I shall gratefully be appreciative if the superior court can order that the granted arbitration award be reverse and the counterclaim lawsuit claim be schedule accordingly for a jury demand proceedings, as listed in the filing application lawsuit.

CONTENT OF BRIEF: LEGAL ARGUMENT

1) Argument point:

The contradicting and inconsistencies statements between the police. incident report, issued by the respondent at the acclaimed accident scene and the respondent counsel lawsuit claim statements.
(Appendix Page(s) A1, A2, A3, A9, A10, A11)
(Not Allowed To Raise Any Argument: Appendix Page 14, index 16 to 19).
(But Partially Raised Below: Appendix Page 16, index 5 to 12).

This is the respondent incident report, where he stated that, while he was crossing the cross walk, a white 4 door vehicle struck him, the vehicle then double parked on the painted median and ped walked up to him, and the ped advised the driver that he had struck him and the driver stated he did not see him due to him wearing dark clothing. The ped then advised him he was going to contact the police and the driver fled the scene, the ped then

immediately was able to take out his cellular device and captured a photo of the NJ tag on the vehicle, and while on the scene the ped was complaining of pain on the right side of his ribs cage, EMS 22 arrived on scene, the ped was checked out and then refused to go to the hospital. While respondent counsel stated in his lawsuit complaint (Appendix Page A9), that unknown driver violently struck Plaintiff's body, causing plaintiff to fall to the ground and suffer permanent and severe injuries, and continued in his claim (Appendix pages A10), that the plaintiff sustained serious injuries, great pain and suffering and mental anguish, and continue to sustain the same now and in the future. Respondent counsel again continued on (Appendix page A11), of his lawsuit claim, stating that plaintiff sustained significant permanent injuries, has been disabled.

2) ARGUMENT POINT:

Who Orchestrated And Managed Both The Case Deposition Conference And The Arbitration Meeting, And Why Is My Cross-Examination Of The Respondent's Section Leave-Off From The Case Deposition Conference Transcript.

(Not Allowed To Raise Any Argument: Appendix Page 14, index 16 to 19).
(Not Raised).

That, I was neither informed, contributed nor consented in the arrangement set-up of both the case deposition conference and the case arbitration award meeting, it was all orchestrated and managed by both counsels in this matter and forcefully imposed on me to partake in it. And after the case deposition conference, where all facts in the matter are now revealed/ exposed and was supposedly to be on record for evidentiary facts proof, but only for me to read through a copy of the case deposition conference transcript, and noticed that my cross-examination section of the respondent at the case deposition conference was leave-off from the case deposition transcript, thereby committing a crime of tampering with evidentiary proofs of case.

3) ARGUMENT POINT:

There's "NO CLAUSE" in the lawsuit claim that bond/ enforces me (the appellant), to partake in the arbitration conference.

(Transcript Page 19, index 20 to 22).

(Raised Below).

That, there's no clause in the lawsuit claim that neither bond nor enforces me to partake in the arbitration meeting award, especially knowing that i was purposely exempted by both counsels to make any contribution in the set-up, just so that they can easily manipulate the credibility of the lawsuit to their advantage, and where i was neither informed of the arbitration process as case resolution option nor did i consented to partake in the arbitration award conference, other than the initial primary filed request for jury demand trial.

4) ARGUMENT POINT:

The Arbitration Award Certificate Copy Was Never Serve Upon Me As Required By Law. (Appendix Page(s): A62).

(Raised Below).

That, as required by law, a copy of the arbitration award certificate must be issued to me, so as to allow me file a rejection of the arbitration award and request the matter to be schedule for a trial de novo, and where the arbitrator action for failure to issue a copy of the arbitration award certificate hindered me from filing any opposing application in due time, to reject the arbitration award and file for trial de novo, and there was no prior information that was neither shared nor given as claimed by the Plaintiff's counsel, that if i don't file something within 30 days, that i was going to have a problem.

(Transcript: Page15, index13 through 25, Page 17, index 4 to 5, Page 18, index 1 to 10, Page 19, index 14 to 19, Page 20, index 21 to 23).

(Raised Below).

5) My Counterclaim Lawsuit Against The Plaintiff And Demand For The Damages Caused By The Plaintiff's Action, Where The Plaintiff Did Knowingly Caused Some Dent Damages To My Vehicle.

(Appendix Pages: A24, A25, A26, A27, A28, A29, A30, A31, A32, A33, A34, A35, A36) (Transcript: Page 17, index 11 to 15).

(Raised).

That during the incident that occurred on 01/11/2021, which the respondent claimed as a car struck accident, where the respondent out of his hanger, did knowingly caused some bodily dents damages to my vehicle parts and which cost me some financial expenses to fix it.

TABLE OF JUDGMENTS, ORDERS AND RULINGS

An arbitration award conference was held on June 14th. 2024, and an order to confirm arbitration award judgement was entered, and confirmed by Hon. Annette Scoca, J.S.C, on October 25th. 2024, in favor of the respondent. The judge after having heard both parties brief arguments at the confirmation of arbitration award, concluded her decision that she's Confirming The Arbitration Award in favor of the respondent, saying that she doesn't have a choice, when the arbitration statutes, if one read the history of the cases therein, that it's strictly enforced. That the statutes are there for reason and one have to follow the rules, even though you're self represented (The Appellant: As A Pro-Se Litigant), that, so far for the record, she's GRANTING the motion to Confirm The Arbitration Award (Transcript, Page 25: index 12 through 20, And Appendix Page(s) A62, A70, A71, A72).

APPELLANT'S BRIEF CONCLUSION

The judge's decision was perceived as biased and unjustified, and where such action is unacceptable, because it violate the rules of law, (for failure to do her due diligence to investigate the entire case process and verify if truly existed any accident in these matter as being claimed by the Plaintiff), and if all due process that leads to arbitration meeting were all adhered and managed accordingly to the standard rules of law. The judge also failed to neither acknowledged nor examine the case deposition transcript, for any facts finding in the case interrogatories meeting (especially with a detected/ raised malpractice involvement, where the case deposition reporter knowingly leave-off the defendant's cross-examination of the plaintiff section from the transcript and where this action violates the rules of law). And the judge also failed to verify if there's any clause in the lawsuit claim that bond/ enforces both parties to partake in the arbitration conference as a means of the case resolution, because an arbitration conference can not be enforced if it's not binding on the parties in the lawsuit claim.

ABIODUN OLANIWUN
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<p>EDWIN HERNANDEZ, Plaintiff(s),</p> <p>vs.</p> <p>ABIODUN T. OLANIWUN, NEW JERSEY PROPERTY-LIABILITY INSURANCE GUARANTY ASSOCIATION, et al, Defendant(s).</p>	<p>SUPERIOR COURT OF NEW JERSEY APPELLATE DIVISION</p> <p>DOCKET NO: A-001291-24</p> <p>Civil Action</p> <p>On Appeal From ESX-L-4691-22</p>
<p>NEW JERSEY PROPERTY-LIABILITY INSURANCE GUARANTY ASSOCIATION, statutory administrator of the UNSATISFIED CLAIM AND JUDGMENT FUND Plaintiff,</p> <p>vs.</p> <p>ABIODUN T. OLANIWUN, Defendants.</p>	<p>SUPERIOR COURT OF NEW JERSEY APPELLATE DIVISION</p> <p>DOCKET NO: A-001291-24</p> <p>Civil Action</p> <p>On Appeal From ESX-L-6377-22</p>

BRIEF OF PLAINTIFF/RESPONDENT
NEW JERSEY PROPERTY-LIABILITY INSURANCE GUARANTY ASSOCIATION

John Burke, Esq.
Of Counsel and on the Brief

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**THE TRIAL COURT PROPERLY GRANTED THE MOTIONS TO
CONFIRM THE ARBITRATION AWARDS AND ENTER JUDGMENTS
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PROCEDURAL HISTORY

On August 10, 2022, plaintiff, Edwin Hernandez, filed a Complaint against defendants, Abiodun T. Olaniwun and the New Jersey Property-Liability Insurance Guaranty Association ("NJPLIGA") (Da1). The Complaint alleged that plaintiff was injured as a pedestrian when he was struck by a vehicle owned by defendant, Olaniwun, and operated by an unknown driver. The Complaint further alleged that plaintiff was qualified and eligible for personal injury protection benefits and "uninsured motorist" benefits from defendant, NJPLIGA (Da1-7).¹ An Answer was filed on behalf of defendant, NJPLIGA, on August 23, 2022 (Da14). No Answer was ever filed on behalf of defendant, Olaniwun, and default was entered against him on September 8, 2023 (Da24).

On September 14, 2022, a Complaint was filed in Somerset County Superior Court on behalf of NJPLIGA against Abiodun T. Olaniwun, defendant (Da29). The Complaint alleged that NJPLIGA had the right to recover personal injury protection benefits it had paid out from any tortfeasor who was required to maintain personal injury protection coverage on his vehicle, but did not, pursuant to N.J.S.A.39:6A-9.1 (Da29-30). Defendant filed an Answer to the Complaint on September 20, 2022.

¹NJPLIGA is the administrator of the Unsatisfied Claim and Judgment Fund.

On October 27, 2022, an Order was entered consolidating the matters and transferring venue of the Somerset County lawsuit to Essex County (Da39).

Following the conclusion of discovery, the matter was scheduled for mandatory, non-binding arbitration to take place on July 24, 2024. Defendant, Olaniwun, was notified of the arbitrations by letters dated July 3, 2024 from the Superior Court Essex Vicinage (Da41,42). The letters notified defendant of the date and time of the arbitration, the name of the arbitrator, his telephone number and his email address (Da41,42). The notice also informed the defendant that he must file a request for trial de novo within thirty days of the arbitration date if he wished to contest the arbitration award (Da41,42). The defendant did not appear for the arbitrations on July 24, 2024. In ESX-L-4691-22 an award of \$45,000.00 was entered in favor of plaintiff and against defendant, Olaniwun (Da43). In ESX-L-6377-22 an award was entered in favor of plaintiff, NJPLIGA, and against defendant, Olaniwun, in the amount of \$12,639.57 (Da44).

A motion to confirm the arbitration award was filed on behalf of plaintiff Hernandez in ESX-L-4691-22 on August 28, 2024 (Da45). A cross motion to confirm the arbitration award in ESX-L-6377-22 was filed on August 29, 2024 (Da47). Defendant filed opposition to the motions on October 21, 2025 (Da49). Oral argument on the motions to confirm was conducted before the Honorable Annette

Scoca on October 25, 2024, following which orders were entered confirming the arbitration awards and entering judgment in both matters (T1-26, Da55-60).

Defendant moved to "suspend" the Orders confirming the arbitration award on November 20, 2024 (Da61). This motion was denied by Order of Judge Scoca on December 9, 2024 (Da64).

STATEMENT OF FACTS

In ESX-L-4691-22, the arbitrator found that plaintiff, Hernandez, was a pedestrian with the right of way when he was struck by a vehicle owned by defendant, Olaniwun, sustaining various injuries. The arbitrator specifically found that, pursuant to Harvey v Craw, 110 N.J. Super. 68 (App. Div.1970), the driver of the vehicle was acting as the agent of Olaniwun. The arbitrator awarded damages in the amount of \$45,000.00 and found liability 100% against defendant, Olaniwun (Da43)..

In ESX-L-6377-22, the arbitrator found that the driver of the vehicle was presumed to be an agent of the owner and that NJPLIGA had paid \$12,639.57 in personal injury protection benefits. The arbitrator found liability 100% against Olaniwun and awarded damages to NJPLIGA in the amount of \$12,639.57 (Da44).

LEGAL ARGUMENT

THE TRIAL COURT PROPERLY GRANTED THE MOTIONS TO CONFIRM THE ARBITRATION AWARDS AND ENTER JUDGMENTS IN EACH OF THE CONSOLIDATED MATTERS AND SHOULD BE AFFIRMED

A). Standard of Review

A trial court's interpretation of the law and the legal consequences that flow from established facts are not entitled to special deference. Manalapan Realty LP v Township Committee, 140 N.J. 366, 378 (1995). Once an appellate court agrees that no genuinely disputed facts exist, it then decides whether the trial court's ruling on the law was correct. W.J.A. v D.A., 210 N.J. 229, 238 (2012). The trial court's ruling is subject to de novo review. Manalapan Realty, supra, 378.

B). Plaintiff/appellant has not demonstrated extraordinary circumstances justifying the vacation of the arbitration awards and judgments entered thereon.

In 1993, the New Jersey Legislature passed an act for the arbitration of certain personal injury cases for the purpose of establishing an informal system of settling tort claim and to ease the burden and congestion of the State's courts. N.J.S.A. 39:6A-24. The Act included provisions for the selection and compensation of arbitrators, N.J.S.A. 39:6A-27 and 28, and the contents of an arbitration award, N.J.S.A. 39:6A-30. It further provided that unless one of the parties to the arbitration petitioned the court for

a trial de novo within thirty of the filing of the arbitration decision,, the court shall upon motion of any of the parties confirm the arbitration decision. This order would then have the same effect and be enforceable as a judgment in any other action. N.J.S.A. 39:6A-31. Finally, the Act authorized the Supreme Court of New Jersey to adopt rules appropriate and necessary to effectuate the purpose of the Act. N.J.S.A. 39:6A-35.

The Supreme Court has, in fact, adopted rules for the implementation of the Act. They include R. 4:21A-5, which directs the arbitrator to submit the written award to the Civil Division Manager of the vicinage, who shall upload the award into the court's electronic filing system ". . . at which time it shall be deemed filed and provided to the parties."

R. 4:21A-6 concerns procedures after the entry of the award. This rule incorporates the statutory requirement that any parties aggrieved by the award must file a demand for trial de novo within thirty days of its filing. R. 4:21A-6(b)(1). "To relax the thirty day rule, Courts must determine that 'extraordinary circumstances' exist. . ." Hartsfield v Fantini, 149 N.J. 611, 618 (1997). The Court added "we emphasize that the circumstances must be exceptional and compelling." Id. at 619. See also Wallace v JFK Hartwick at Oak Tree Inc., 149 N.J. 605 (1997) and Flagg v Township of Hazlet, 321 N.J. Super. 256, 258-259 (App. Div. 1999). No such circumstances have been demonstrated here.

Defendant's failure to attend the July 24, 2024 arbitrations was not the result of some calendar mixup or forgetfulness. Rather, as he recites several times in his brief, defendant "exempted" himself from the arbitration process, claiming that he was not bound to participate. This, of course, is not in accord with the statute or the rules or the information supplied to him in the arbitration notices, which he has acknowledged receiving (T14:24-15:3). Moreover,, apparently in further reliance on the exemption he granted himself, defendant did not bother to inquire as to what transpired at the arbitrations, or what the results were.

Pro se parties are bound by our court rules. See, eg, Trucki Plastic Surgery v Bartkowksi, 344 N.J. Super. 399, 405 (App. Div. 2001), Benner v Allstate, 306 N.J. Super. 106, 110 (App. Div. 1997). These rules include R. 4:21A-5, which deems defendant to have been provided the arbitration award when it was uploaded to the court's electronic file on July 24, 2024. At that point, defendant's remedy was simple: file a demand for trial de novo within thirty days. A filing in either case would have sufficed for both. Shambry v. New Jersey Transit Bus Operations, 307 N.J. Super. 390 (App. Div. 1998). It appears, however, that the defendant did not feel bound by this requirement either. After the expiration of thirty days from the date of entry of the award, counsel for both plaintiffs were entitled and, indeed, obligated to move to confirm the awards and enter judgments thereon. The defendant's opposition did not even

suggest a cognizable reason why the motions should not be granted and the trial court, in accordance with the law cited above, entered the orders for judgment. No error has been committed here. The judgments are the result of a process mandated by our legislature and implemented by our court rules. The defendant was no more entitled to "exempt" himself from this process than the plaintiffs were. The judgments under review should be affirmed.

CONCLUSION

For all of the reasons set forth above, the November 4th, 2024 Order in ESX L 6377-22 entering judgment in favor of plaintiff, NJPLIGA should be affirmed.

Respectfully submitted,

/s/ John Burke

By: _____
JOHN BURKE

DATED: November 13, 2025

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EDWIN HERNANDEZ,

Plaintiff(s),

vs.

ABIODUN T. OLANIWUN; OLAJIDE
OYEGBAMI; NEW JERSEY PROPERTY
LIABILITY INSURANCE GUARANTY
ASSOCIATION a.k.a. NJ PLIGA;
JOHN DOES; JANE DOES 1-100; ABC
COMPANIES 1-100; XYZ
PARTNERSHIPS 1-100 (being
fictitious parties),

Defendant(s).

NEW JERSEY PROPERTY-LIABILITY
INSURANCE GUARANTY, statutory
administrator of the
UNSATISFIED CLAIM AND JUDGMENT
FUND,

Plaintiff,

vs.

ABIODUN T. ALANIWUN,

Defendants.

SUPERIOR COURT OF NEW JERSEY
APPELLATE DIVISION
DOCKET NO. A-001291-24

Civil Action

On Appeal from ESX-L-4691-22

Sat Below:
Hon. Annette Scoca, J.S.C.

SUPERIOR COURT OF NEW JERSEY
APPELLATE DIVISION
DOCKET NO. A-001291-24

Civil Action

On Appeal from ESX-L-6377-22

Sat Below:
Hon. Annette Scoca, J.S.C.

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PROCEDURAL HISTORY

This case arose out of a motor vehicle accident that occurred on January 11, 2021. On August 22, 2022, a complaint was filed in Essex County on behalf of Plaintiff, Edwin Hernandez ("plaintiff"). (Da001). On June 26, 2023, an amended complaint was filed on behalf of plaintiff. (Pa1). On August 23, 2022, an answer was filed on behalf of defendant New Jersey Property Liability Insurance Guarantee Association ("PLIGA"). (Da014). On December 7, 2022, an order was entered by the Trial Court denying the motion of defendant Abiodun Olaniwun (Pro Se) ("defendant Olaniwun" or "this defendant") to transfer venue from Essex County to Passaic County. (Pa13). In or about January 2023, plaintiff became aware that defendant Olaniwun filed a counterclaim, presumably against plaintiff in a matter that had been filed by PLIGA in Somerset County, to which plaintiff was not party (Da032). The Somerset County matter eventually was transferred and consolidated with the Essex County matter (Da037). The time by which an answer had to be filed to the counterclaim had expired. Upon plaintiff's application, the Trial Court entered an order vacating the default and permitting plaintiff time to file an answer to the counterclaim. That answer was filed on February 27, 2023. (Pa16). On February 25, 2023, the Trial Court entered an order dismissing plaintiff's complaint in Essex County for lack of prosecution although plaintiff was active in his own case. (Pa21).

Once again, upon plaintiff's application, the Trial Court entered an order reinstating plaintiff's complaint to the active calendar. (Pa23). On July 26, 2023, on plaintiff's application, the Trial Court entered an order granting plaintiff leave to file an amended complaint naming Olajide Oyegbami a party defendant to the action.¹ (Pa24).

On May 16, 2024, Case Management posted a notice on the docket indicating that the arbitration hearing (that led to this appeal) was ultimately to take place on July 24, 2024. Defendant's Olaniwun's email address (shallis009@yahoo.com) was one of the addresses listed on the notice. (Pa44). On May 17, 2024, the court emailed the actual notice the the parties at their registered addresses. (Pa32). On July 2, 2024, the court posted a notice on the docket stating the following: "**CLERK NOTICE:** re: GENERAL CORRESPONDENCE [LCV20233039264] -Arbitration proceeding is currently scheduled for 7/24/24, with arbitrator, James Mescall. Please contact the arbitrator directly at jmescall@lawmescall.com to make arrangements for arbitrating remotely and submitting

¹ The parties became aware of Olajide Oyegbami, a friend or relative of defendant Olaniwun, at the time of defendant Olinawun's deposition. It became clear that that person resided in Nigeria. Attempts were made to serve him there, and eventually he was permitted to be served via publication. In the end, default was entered against defendant Oyegbami on September 29, 2023. Not much more will be said about this party as he is not relevant to the issues leading to the appeal.

statement of facts.” Defendant’s Olaniwun’s email address (shallis009@yahoo.com) was one of the addresses listed on the notice. (Pa34). On July 3, 2024, an actual notice was mailed to defendant Olaniwun at his home address. (Da039). On July 23, 2024, the arbitrator emailed the parties a link via RingCentral to invite them to the arbitration. Defendant’s Olaniwun’s email address (shallis009@yahoo.com) was one of the addresses listed on the notice. (Pa37). As required, plaintiff and PLIGA emailed their arbitration submissions to the arbitrator and appeared at the arbitration on July 24, 2024. However, defendant Olaniwun did not make a submission to the arbitrator and did not appear at the arbitration. On July 24 and 25, 2024, the arbitration award was posted by the court and sent to the parties at their registered emails, including defendant Olaniwun’s. (Pa38,40),(Da041).

Because defendant Olaniwun failed to file a notice for trial de novo in a timely fashion, plaintiff and PLIGA filed a motion and cross-motion, respectively, to confirm the awards. (Da043, 045,047,065, Pa26). Defendant Olaniwun filed extensive oppositions to both motions. (Pa50). On October 25, 2024, the Trial Court entered orders confirming the awards entered on behalf of the two said parties (Da053, 056). On December 9, 2024, addressing defendant Olaniwun’s request (Da058), the Trial Court entered an order denying defendant Olaniwun’s motion to vacate order. (Da061). On December 31, 2024, the Trial Court entered an order

reducing the award, with pre-judgment interest, to a final judgment in favor of plaintiff. (Pa48). Thereafter, defendant Olaniwun filed the present appeal.

STATEMENT OF FACTS

The straightforward facts that are relevant to this appeal are consistent with the procedural history given above. Essentially, and the exhibits show, that defendant Olaniwun always has been active in this case, continuously to the present day, and received notices from Case Management at his registered email address, or at his home address, as the case may be. Defendant Olaniwun has made effective use of the eCourts system, and his activities include interacting with the parties' filings; and filing his own pleadings, motions, lengthy motion oppositions, and even this appeal. It is quite disingenuous that this defendant takes the position that somehow he was unable to attend or seek to adjourn the arbitration or file a notice for trial the novo to reject the arbitration awards.

As to the missed de novo filing itself, defendant had occasion to see that the arbitration was ultimately scheduled to take place on July 24, 2024. Notices were sent on various occasions to defendant Olaniwun via his registered email. Being that he was a party to both consolidated cases, defendant Olaniwun had occasion to receive notices relative to both cases. As seen above, Case Management specifically posted a notice inviting defendant Olaniwun to contact the assigned arbitrator and submit his "statement of facts" for the arbitration. Yet, defendant Olaniwun did not appear at the arbitration. At the arbitration, the

arbitrator found defendant Olaniwun to be 100 percent liable for the said accident and plaintiff 0% liable. The arbitrator also entered an award of \$45,000 in favor of plaintiff and an award of \$12,639.57 in favor of PLIGA. Defendant Olaniwun also had occasion to reject the award that was posted On July 24, 2024, but he failed to file a notice for trial de novo.

At oral argument on the motions to confirm the arbitration awards, defendant Olaniwun presented as excuse for not participating in the arbitration proceedings that he had sciatica and was unable to sit for too long. (T15). Without explaining why, he claimed that he first received "notice" of the arbitration proceedings when he received the parties' motions to confirm awards. Remarkably, defendant Olaniwun claimed, again without merit, "I did not receive any award being sent to me. There was no email, nothing sent to my address regarding the arbitration award". (T15). Defendant knew that an award was entered in the case as the following colloquy between him and the Court demonstrates:

MR. OLANIWUN: Yeah, they told me they didn't -- when I called -- I called the courthouse. They told me that the arbitration was held.

THE COURT: Right. So, did you ask for a copy of the decision?

MR. OLANIWUN: I didn't get a copy at the time.

THE COURT: Did you ask for a copy of the decision?

MR. OLANIWUN: No, I did not ask for a copy. But they said it was emailed to me because everything I received was on email. [T18-19].

In rendering its decision, the Trial Court found that defendant Olaniwun did not dispute that he received the arbitration notice, and that the notice tells the receiving party that he has the option to file a notice to reject the award and gives the time frame for that rejection. (T23). Moreover, while the Trial Court sympathized with defendant Olaniwun's contention that he had sciatica and was indisposed, the Court was of the view that defendant Olaniwun could at least have requested adjournment of the arbitration. (T24). The Trial Court further noted that defendant Olaniwun was familiar with eCourts and filed various documents which at times were lengthy and appeared to be well written. (T24). In the end, the Trial Court found that the sciatica problem was not a reason for not at least asking for an adjournment and reminded defendant Olaniwun that the rule was strict in that it provides that a party "shall" file a de novo notice to reject an arbitration award. As a result, the Trial Court granted both plaintiff's and PLIGA's motions to confirm the arbitration awards. (T26).

LEGAL ARGUMENT

THE TRIAL COURT PROPERLY GRANTED PLAINTIFF'S AND PLIGA'S MOTIONS TO CONFIRM THE ARBITRATION AWARDS NOT ONLY DUE THE STRICT REQUIREMENT OF R. 4:21A-6 THAT A NOTICE FOR TRIAL DE NOVO BE FILED IF THE AWARD IS TO BE REJECTED, BUT ALSO BECAUSE DEFENDANT OLANIWUN GAVE NO VALID REASON AS TO WHY HE DID NOT RECEIVE THE ARBITRATION NOTICE, DID NOT PARTICIPATE IN THE ARBITRATION, DID NOT REQUEST ADJOURNMENT OF THE ARBITRATION OR TIMELY REJECT THE ARBITRATION AWARD. *[Raised below, T1-26]*

The Trial Court's orders confirming the arbitration awards were properly entered in that defendant Olaniwun failed to timely file a notice for trial de novo, which is strictly required in order to reject an arbitration award. That finding was sufficient onto itself to justify the entry of the orders. In addition, the Trial Court properly found that defendant Olaniwun had no valid reason for not attending the arbitration hearing, for not filing a notice to reject the awards, or at least for not requesting adjournment of the arbitration.

R. 4:21A-5 governs the notice to litigants of an arbitration award subsequent to non-binding arbitration:

No later than ten days after the completion of the arbitration hearing, the arbitrator shall submit the written award to the civil division manager. The court shall upload the award into the court's electronic filing system, at which time it shall be deemed filed and provided to the parties. The award shall include a notice of the right to request a trial de novo and the consequences of such a request as provided by R. 4:21A-6.

R. 4:21A-6(a) governs the timing of the filing of a notice to reject an arbitration (or confirming an award):

An order shall be entered dismissing the action following the filing of the arbitrator's award in the court's electronic filing system unless:

1. within 30 days after filing of the arbitration award, a party thereto files with the civil division manager and serves on all other parties a notice of rejection of the award and demand for a trial de novo and pays a trial de novo fee as set forth in paragraph (c) of this rule; or
2. within 50 days after the filing of the arbitration award, the parties submit a consent order to the court detailing the terms of settlement and providing for dismissal of the action or for entry of judgment; or
3. within 50 days after the filing of the arbitration award, any party moves for confirmation of the arbitration award and entry of judgment thereon. The judgment of confirmation shall include prejudgment interest pursuant to R. 4:42-11(b).

The thirty-day notice deadline required under this rule is subject to strict interpretation except when it is extended due to "extraordinary circumstances". See generally Hartsfield v. Fantini, 149 N.J. 611 (1996). The circumstances for extending the thirty-day award rejection deadline cannot be "flimsy". Id. at 167 (citation omitted). Instead,

[t]o relax the thirty-day rule, courts must determine that "extraordinary circumstances" exist and that those circumstances did not arise from an attorney's "mere carelessness" or "lack of proper diligence." What constitutes an "extraordinary circumstance" will require a fact-sensitive analysis in each case. [Id. at 619.]

Mere carelessness or lack of proper diligence in failing to file the rejection notice within the required thirty days will not

suffice under the "extraordinary circumstances" standard. Wallace v. JFK Hartwick at Oak Tree, 149 N.J. 605, 608 (1997).

There are times when a court may be asked to address whether the extension can be granted where the rule was substantially complied with. Indeed, service of the arbitration award against a party in the case must be strictly complied with. Corocan v. St. Peter's Medical Center, 339 N.J. Super. 337, 341 (App. Div. 2001).

In this case, in strictly applying R. 4:21A-6(b)(1), the Trial Court properly confirmed the arbitration awards since defendant Olaniwun failed to appear at the arbitration and failed to file a notice to reject the award within the deadline required by the rule. In addition, defendant Olaniwun cannot demonstrate any exceptional circumstances that would justify extending the thirty-day rejection deadline. The only reason that this defendant gave for not attending the arbitration was found to be wanting by the Trial Court. First, defendant Olaniwun stated that he could not attend the hearing because was suffering from sciatica. That excuse is invalid on its face because it gives the impression that defendant was aware of the hearing but could not attend it due to his illness. Second, even then the defendant could have requested that the hearing itself be adjourned so he could attend it when feeling better. Indeed, the Trial Court found that defendant Olaniwun was aware of the hearing because he was served with various notices at his registered email address, which notices the

Court found that he readily received judging by his usual plethora of activities on eCourts and his familiarity with that system.

Next is the issue as to why defendant Olaniwun did not file a notice to reject the awards within the required period. Likewise, the Trial Court was satisfied that defendant received the notice of the arbitration award. Not only because it was posted by Case Management on the very day of arbitration hearing, but also it was mailed to defendant Olaniwun at his home address. The mailing also gave notice to this defendant that he had to take action within the required deadline. Other than vaguely stating that he did not receive the posted and mailed notices, which was not credible at all considering his many activities on the eCourts system, defendant Olaniwun has not a shred of evidence to show that that he did not receive the notices of the arbitration awards. The best interpretation one can come up with as to why defendant Olaniwun did not file the required notice in a timely fashion is pure carelessness or lack of diligence, which are not valid factual or legal reasons for extending the required rejection period.

CONCLUSION

Therefore, because the relevant rule is to be strictly enforced in a situation where defendant Olaniwun did not follow any step in the arbitration and award rejection processes, and defendant Olaniwun has no valid excuse whatsoever for failing to do so; and considering the vague reasons he gave for not attending the arbitration hearing, for failing to make a submission to the arbitrator, for ignoring the various notices regarding attendance, and for failing to reject the arbitration awards, the Trial Court's decision confirming the arbitration awards is correct and should not be disturbed.

Respectfully submitted,
LAW OFFICES OF JEFFREY S. HASSON, P.C.



JEAN-CLAUDE LABADY

DATE: November 20, 2025

ABIODUN OLANIWUN
SELF REPRESENT (PRO-SE LITIGANT),
16-18 HANFORD STREET, APT #1,
NEWARK, NJ 07114.
TEL: 862-263-2055
EMAIL: SHALLIS009@YAHOO.COM
DATE SUBMITTED : 12/23/2025

EDWIN HERNANDEZ
(Plaintiff/ Respondent),

SUPERIOR COURT OF NEW JERSEY
APPELLATE DIVISION,
DOCKET NO: A- 1291-24T4

-VS-

OR

ABIODUN OLANIWUN,
NEW JERSEY PROPERTY LIABILITY
INSURANCE GUARANTY ASSOCIATION,
A.K.A, NJPLIGA
(Defendant/ Appellant),

CIVIL ACTION

SUPERIOR COURT DOCKET
NO:- ESX-L-4691-22 C/W
ESX-L-6377-22
APPELLANT'S REPLY TO.
RESPONDENT'S BRIEF

Appeal From a Judgment
(Or Order: Confirming Arbitration Award),
Of The Superior Court Of New-Jersey,
Law Division, Special Civil Part,
Essex County Vicinage,
Sat Below: Hon. Annette Scoca , J.S.C,
(Superior Court Judge)

APPELLANT'S REPLY BRIEF TO RESPONDENT'S BRIEF

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PROCEDURAL HISTORY

On 01/11/2021, the plaintiff alleged that he was struck by a vehicle, and invited police unit to the acclaimed incident scene, the plaintiff in his police incident report stated that, while he was crossing the cross walk, a white 4 door vehicle struck him, the vehicle parked and he walked up to the driver, and advised the driver that he had struck him (where his statement simply clarified that the driver neither felt nor knew he struck anything, as huge as a whole individual, an unsustainable claim), that while the driver fled the incident scene, and he immediately captured a photo of the NJ tag on the vehicle with his cellular device. While on scene, the plaintiff was complaining of pain on the right side of his ribs cage, EMS arrived, plaintiff was checked out but refused to go to the hospital (where these statement confirmed that, no life threatening injuries was sustained) (see attached incident report: Appendix Pages: A1, A2, A3). The matter went on trial at the Passaic City Municipal Court, over eight scheduling trial proceedings and with plaintiff in attendance at all scheduling, and no complaints of any injuries sustained was raised at no time, and the case was DISMISSED, due to lack of evidentiary proof and inconsistencies in the plaintiff testimony statements (Appendix Page: A4). This

matter was raised again on 08/02/2022, on the application of Jeffrey S. Hasson, for a potential lawsuit claim (Appellant's Appendix Pages: A5 through A23). On 09/20/2022, a counterclaim lawsuit (Appendix Pages: A24 through A35), was filed against the plaintiff for an alleged property damages (where the alleged offense violates State of New-Jersey statutes under N.J.S.A, 2C-17-3), which serves as the answer to the plaintiff's lawsuit complaint. On June 14th. 2023, a case deposition conference was held on this matter, which was organized and managed by both counsels on record, without my contribution in the arrangement set-up, and an interpreter was also enforced upon me, just so it can easily allow the defense counsels to manipulate the credibility of my defense, and where at the meeting, all facts were exposed, but unfortunately the attended court reporters, knowingly leave-off my cross-examined section of the plaintiff from the case deposition transcript (which obviously it's conspiracy between both counsels and the attended court reporters), just so they can conceal all the facts that will expose their BOGUS ACCIDENT FRAUD/ INSURANCE CLAIM, and where such conspiracy action, to knowingly leave-off my cross-examined section of the plaintiff from the case deposition transcript, to cover up all evidentiary facts in this matter and Jeopardize

the credibility of my counterclaim, violates State of New-Jersey Law, For withholding an evidentiary proof from the opposing side and can be a severe Offense, such as tampering with evidence (N.J. Rev. Stat. § 2C:28-6), a fourth-Degree crime. This statute prohibits altering, Destroying, or concealing evidence to Mislead a proceeding. Alternatively, if the Withholding occurs through a violation of discovery obligations, especially Regarding exculpatory “Brady material,” it can Lead to a Brady violation. Such Actions often result in the exclusion of evidence, Potential dismissal of the case, or Other legal consequences.

An active lawsuit has been filed against the court reporter’s office (attached herein are part of the case deposition transcript: Appendix Pages: A43 through A55). On July 24th. 2024, a non binding ARBITRATION MEETING was held, and which again was organized and managed by both counsels on record, and with neither my consent nor contribution in the arrangement set-up, and was enforced on me to partake, and where there was no clause in the lawsuit claim that bind me to partake in an ARBITRATION MEETING, (which simply implies that i’m not obligated to partake in the arbitration conference), and more importantly, i was unable to partake due to some health issues, and regardless it was held in my absentia, and an

arbitration award certificate notice (Appendix Page: A62), was awarded in favor of the plaintiff. A copy of the arbitration award notice was neither shared nor served upon me at no point, and only for me to received a notice for an ARBITRATION AWARD CONFIRMATION, and where the judge GRANTED such a conspiracy bogus, accident fraud/ insurance claim on 10/25/2024 (Appellant's Appendix Pages: A63, A64), without an investigation to establish the facts of the acclaimed accident incident, but instead, she quickly declared that she don't want to hear about the merits of the case (Transcript Page: 14, index 17 through 25), especially knowing that such action violates the validity of state of New-Jersey statutes under section 2C:21-4.6.

STATEMENT OF FACTS

The respondent in his brief stated that this was an accident incident that occurred on 01/11/2021, but has no evidentiary proofs to support his claim, other than his statement, and where such baseless claim has no ground in the application of rules of law. The counsel also mentioned that the plaintiff only got aware of the defendant's counterclaim sometime around January 2023, where the counterclaim was filed as an answer to the plaintiff's lawsuit claim, but he can acknowledged the

cases transfer notice for change of venue, which was filed at a later date, where such false statement simply proved that the defense counsel statements are unworthy and unreliable. The incident that occurred on 01/11/2021, was an altercation, that led to the plaintiff caused dents damages to my vehicle and which was the basis of my counterclaim (Appellant's Appendix Pages: A24 through A36), and which the plaintiff flipped around to be accident. The defense counsel claimed under the FIRST COUNT of the alleged offense of his complaint, that without signal or warning, the defendant's vehicle violently struck plaintiff's body, causing the plaintiff to fall to the ground and suffer permanent and severe injuries (Defendant's Appendix Page: A9), and continued his allegation under point (4) of his FIRST COUNT, that the plaintiff sustained serious injuries, great pain and suffering and mental anguish, and continue to sustain the same in the future (Defendant's Appendix Page: A10), and further, the counsel claimed under his alleged offense SECOND COUNT, point ten (10), (Defendant's Appendix Page: A11), that plaintiff sustained significant permanent injuries, has been disabled, and where the acclaimed knocked down individual, who had sustained such horrific condition with mental anguish from an accident, was the one who stated in his

incident report that he walked up to the vehicle and advised the driver that he had struck him (and where this statement simply clarified that the driver neither acknowledged nor felt he struck anything, as huge as a whole human), and yet in the same situation of an horrific condition, he was able to take out his cellular from his pocket and conveniently took a perfect picture of a motion vehicle with an NJ tag plate, it was further stated in the incident report that he was complaining of pain on the right side of his ribs cage (where the front height of a regular salon vehicle is barely above the knee of an average height individual), so how did he sustained the pain by his ribs cage. And when EMS arrived on scene, he was checked out and then refused to go to the hospital (which confirmed that the plaintiff was not in any health risk for the EMS to not prioritize his condition as claimed of being in horrific condition at the incident scene), where all these inconsistencies claims, clearly confirmed that this is a false claim that was purposely intended to make a BOGUS ACCIDENT FRAUD/ INSURANCE CLAIM, which obviously must have been a regular practice between the defense counsel and NJPLIGA staff, by manipulatively using the court system to exploit funds from the state of New-Jersey treasury, for their personal gain, and it's only

right that this is expose to prevent any future occurrence of such practices, and which in all efforts to cover up all evidentiary facts, and manipulate the credibility of my defense, both counsels quickly opted for arbitration meeting, to alternate the initial jury demand hearing (the primary application option of our case resolution), for the convenience to validate their fraud claim practice, and where the superior court judge knowingly ignored to perform her due diligence to investigate and establish the facts in the matter (if truly there existed an actual accident), but rather, she GRANTED an arbitration award (Appellant's Appendix Pages: A63, A64, filed on Oct. 29th. 2024), in favor of plaintiff, for a BOGUS ACCIDENT FRAUD/ INSURANCE CLAIM.

CONTENT OF BRIEF: LEGAL ARGUMENT

1) Argument:

Evidentiary proof to establish if truly existed an accident as claimed by the plaintiff.

(Transcript Page 16, index 5 through 12),

(Raised)

While the credibility of this lawsuit claim is being questioned and challenged, it is only necessary and appropriate that the facts of the claim is establish, to ascertain and confirm its credibility.

2) Argument:

The obvious inconsistencies and contradictions in the incident report (a statement issued by the plaintiff at the acclaimed accident scene), and the defense counsel lawsuit application complaint claim.

(Appendix Page(s) A1, A2, A3, A9, A10, A11)

(Not Allowed To Raise Argument: Judgment Transcript Page 14, index 16 to 19).

(But Partially Raised Below: Judgment Transcript Page 16: index 5 to 12).

The plaintiff stated in the incident report that, while he was crossing the cross walk, a white 4 door vehicle struck him, the vehicle then double parked on the painted median and pedestrian walked up and advised the driver that he had struck him and the driver stated that he did not see him, due to him wearing dark clothing. The pedestrian then advised the driver that he was going to contact the police and the driver fled the scene, the ped then immediately was able to take out his cellular device and captured a photo of the NJ tag on the vehicle, and while at the scene the ped was complaining of pain on the right side of his ribs cage, EMS 22 arrived on scene, the ped was checked out and then refused to go to the hospital. And on the contrary, the defense counsel in his lawsuit application complaint (Appendix Page: A9), that unknown driver violently struck plaintiff's body, causing him to fall to the ground and suffer permanent and severe injuries, then continued (Appendix page: A10), that the plaintiff sustained serious injuries, great pain and suffering and mental anguish, and continue to sustain the same now and in the future. And yet continued on (Appendix page: A11), that plaintiff sustained significant permanent injuries, and has been disabled, and where the inconsistencies in the contradicting statements, simply confirmed that the claim has no credibility.

3) ARGUMENT POINT:

Why was the defendant's left out and not allowed to contribute or partake in the arrangement set-up of both the court reporter for the Case Deposition Conference and the arbitrator for the Arbitration Meeting, and why was the Cross-Examination section of the plaintiff by the defendant at case deposition meeting Leave-Off from the Case Deposition Transcript.

(Not Allowed To Raise An Argument: Transcript Page 14: index 16 to 19: page 17, index 14 to 16).

(Raised Below).

That, i was neither involved nor contributed in the arrangement set-up of both the case deposition conference and the case arbitration award. meeting, it was all orchestrated and managed by both defense counsels and was forcefully imposed on me to partake in it. And after the case deposition conference, where all facts in this matter were revealed/ exposed and supposedly to be on record for evidentiary proofs, but only for me to received and read through my copy of the case deposition conference transcript, and noticed that my cross-examination section of the plaintiff at the case deposition conference was leave-off from the case deposition transcript, and this action violates the validity of state of New-Jersey statutes of tampering with evidentiary proofs of a case (N.J. Rev. Stat. § 2C:28-6), a fourth-Degree crime. This statute prohibits altering, Destroying, or concealing evidence to Mislead a proceeding.

4) ARGUMENT POINT:

There's "NO CLAUSE" in the lawsuit claim that bind/ enforces me (the appellant), to partake in the arbitration conference.

(Transcript Page 19: index 20 to 22).

(Raised Below).

That, there's no clause in the lawsuit claim that neither bind nor enforces me to partake in the arbitration meeting award, especially knowing that i was purposely exempted by both counsels to make any contribution in the set-up arrangement, just so, they can easily manipulate and conceal the evidentiary facts in the case to their advantage, and where there was neither any modifications in the lawsuit claim that enforces an arbitration meeting as our resolution option of the case nor did i consented to partake in the arbitration award conference, other than the initial primary filed request for jury demand trial.

5) ARGUMENT POINT:

The Arbitration Award Certificate Copy was neither issued, shared nor serve upon me as Required By Law. (Appendix Page: A62).

(Raised Below).

That, as required by law, a copy of the arbitration award certificate must be issued to me, so as to allow me file a rejection of the arbitration award and request the matter to be schedule for a trial de novo, and where the arbitrator action for failure to issue a copy of the arbitration award certificate hindered me from filing any opposing application in due time, to reject the arbitration award and file for trial de novo, and there was no prior information that was neither shared nor issued as claimed by the plaintiff's counsel, that if i don't file something within 30 days, that i was going to have a problem.

(Judgement Transcript Page15: index13 through 25, Page 17: index 4 to 5, Page 18: index 1 to 10, Page 19: index 14 to 19, Page 20: index 21 to 23).

(Raised Below).

6) .ARGUMENT POINT:

My Counterclaim lawsuit against the plaintiff for knowingly caused dents damages to my vehicle (property), and where the plaintiff action violates State of New-Jersey Statute N.J.S.A. 2C-17-3 (damage to property), (Appendix Pages: A24, A25, A26, A27, A28, A29, A30, A31, A32, A33, A34, A35, A36)

(Judgment Transcript Page 17: index 11 to 15).

(Raised Below).

That, while the plaintiff claimed that the incident that occurred on 01/11/2021, was a motor vehicle accident, and where his claim was only a mere twist of the actual incident, where the plaintiff knowingly out of aggression, did caused some bodily dents damages to my vehicle parts and which cost me some financial expenses to repair.