

Mr. Brian Asarnow
55 Community Place
Long Branch, NJ 07740

732-870-2570

May 8, 2023

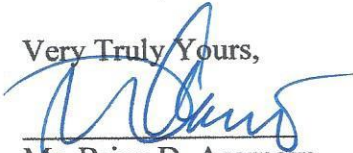
Civil Division, Clerk
Superior Court of NJ
Monmouth County Courthouse
71 Monument Park
Freehold, NJ 07728-1266

Ref: Motion to Recuse – Judge Gregory L. Acquaviva
Docket MON-L-1422-22

Dear Clerk:

Please file my hardcopy of the above and forward to the attention of Judge Acaquaviva, I have filed on JEDS and paid the fee. Certification of service appears on the first page of the Motion.

Very Truly Yours,



Mr. Brian D. Asarnow,
Plaintiff

BRIAN D. ASARNOW
55 Community Place
Long Branch, NJ 07740
732-870-2570

BRIAN D. ASARNOW,

Plaintiff,

vs.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION, MONMOUTH COUNTY

Docket No. MON. L-1422-22

Civil Action

City of Long Branch, A Municipal Corporation;
Edward Bruno and E&L Paving, Inc.;
63 Community Place, LLC;
Ray Grieco & Atlantic Paving (& Coating), LLC;
Jose A. Rosario, Jr. & Rosario Contracting Corp.,
Custom Lawn Sprinkler Co., LLC.;
R. Brothers Concrete, LLC

Defendants,

**NOTICE OF MOTION
FOR RECUSAL
(R. 1:12-2)**

To:

Civil Div. Clerk, Monmouth County Superior Court, 71 Monument Park, Freehold, NJ 07749
Paul R. Edinger Esq, 211 Monmouth Road, Suite C, West Long Branch, NJ 07764

PLEASE TAKE NOTICE that the undersigned on the 26th day of May, 2023 at 9:00 a.m. in the forenoon or as soon thereafter as may be heard, will move before the Monmouth County Superior Court, Freehold, NJ for an order granting Plaintiff's motion for recusal pursuant to R. 1:12-2 and the court's request.

PLEASE TAKE FURTHER NOTICE that at the date and place of hearing to be fixed by the court, the undersigned shall rely up his Brief and Certification in support. Oral argument is not requested unless requested by Defendants or the Court. No trial date has yet been set.

PLEASE TAKE FURTHER NOTICE that a proposed form of order is submitted hereto.

CERTIFICATION OF SERVICE

I hereby certify that the original of the within motion has been filed with the Clerk of the Superior Court at Monmouth County Courthouse, 71 Monument Park, Freehold, NJ via hand delivery on May 8, 2023 and also uploaded on JBDS for use by counsel same day..


Mr. Brian D. Asarnow, Plaintiff

Date: 5/8/23

BRIAN D. ASARNOW
55 Community Place
Long Branch, NJ 07740
732-870-2570

BRIAN D. ASARNOW,

Plaintiff,

vs.

City of Long Branch, A Municipal Corporation;
Edward Bruno and E&L Paving, Inc.;
63 Community Place, LLC;
Ray Grieco & Atlantic Paving (& Coating), LLC;
Jose A. Rosario, Jr. & Rosario Contracting Corp.,
Custom Lawn Sprinkler Co., LLC.;
R. Brothers Concrete, LLC

Defendants,

Dear Judge Acquaviva:

Please accept my Certification in support of my motion for recusal in lieu of a letter brief. Oral argument is not requested unless requested by Defendants or the Court.

Respectfully,



Mr. Brian D. Asarnow, Plaintiff

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION, MONMOUTH COUNTY

Docket No. MON. L-1422-22

Civil Action

**BRIEF IN SUPPORT OF
MOTION FOR RECUSAL**

BRIAN D. ASARNOW
55 Community Place
Long Branch, NJ 07740
732-870-2570

BRIAN D. ASARNOW,

Plaintiff,

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION, MONMOUTH COUNTY

Docket No. MON. L-1422-22

vs.

Civil Action

City of Long Branch, A Municipal Corporation;
Edward Bruno and E&L Paving, Inc.;
63 Community Place, LLC;
Ray Grieco & Atlantic Paving (& Coating), LLC;
Jose A. Rosario, Jr. & Rosario Contracting Corp.,
Custom Lawn Sprinkler Co., LLC.;
R. Brothers Concrete, LLC

**PLAINTIFF'S CERTIFICATION
SUPPORTING RECUSAL**

Defendants,

BRIAN D. ASARNOW, of full age, being duly sworn upon his oath does hereby depose and say:

1. I am the Plaintiff in the above matter and by reason of my ownership of adjacent property, my personal observations and my thorough review of the files pertaining to this matter, I have full and first hand knowledge of the facts and details contained herein. I make this Certification in support of my motion for recusal.
2. On April 13, 2023 I filed with the clerk a letter captioned "Request for Recusal" addressed to judge Gregory Acquaviva, JSC with copy to assignment judge Lisa P Thornton attached hereto as Exhibit A. I also uploaded to JEDS the same day but subsequently received notice that a motion was needed.
3. On April 21 at the zoom case management hearing, the court also indicated a motion should be filed and I have now done that and certify to the facts of the aforementioned letter.
4. I add that I viewed Sen Gopal and aides thru the window of unit 3 in which I was working to prepare for a prospective tenant and which directly faces the street. (Exhibit B) This occurred around mid December 2022. (Exhibit C). I didn't think to backup the file at that time or anticipate that I would be making a motion for recusal. I'm willing to take a lie detector test. It's public information that the Sen. lives in Long Branch.
5. Earlier in the year as previously certified in my contempt certification, Rosario was served my Order to Show Cause with Temporary Restraints January 26, 2022 and a few days later after I parked and was walking to my office, Rosario from the street opined that my Complaint wouldn't be taken seriously by the Court and didn't answer the complaint. Default was entered but vacated by this court with no good cause given.
6. The contempt was heard by zoom and just before the judge and defendants attorney Mr. Edinger were seated Defendants Grieco and Rosario flashed Pallone election signs as if to tell me the Pallones had their back. Frank is congressman and his brother John is mayor and both reside in Long Branch. This should be verifiable if not yet erased.

7. My motion for reconsideration was filed on JEDs on April 11, 2023 and Private Defendant's attorney Mr. Edinger was thus properly served and noticed and should have filed opposition by April 20 at latest. Instead, he claimed at the 4/21/23 case management conference he didn't know about it. No questions by the court as to why not and whether others worked in the firm. In the past when I served documents at Mr. Edinger's office there were always at least 1 or 2 assistants in his office including one named Rosario so there is no merit and no excuse that he didn't know about the motion filing and yet at the 4/21/23 case management hearing he was accommodated due to a vacation on the original motion return day of April 28 and allowed to file late opposition while claiming my motion brought late, which it is not as no final judgment or order has entered.

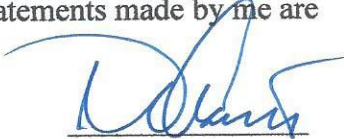
8. I called the law clerk Ms. Bauer on noon April 27 and was told oral argument was on for April 28 and she would post the schedule that afternoon but instead I received notice that the motion was carried to May 12, 2023. I received a notice from Mr. Edinger to take my deposition and provide documents for May 10, 2023 despite the agreed upon 4/21/23 case management order and believe this was another reason the motion for reconsideration was carried in an attempt to disrupt and thwart the summary judgment and motion despite the privates failing to follow the standard and provide any evidence in dispute of my material facts.

9. The within demonstrates a willful failure to perform judicial duties and enforce the law and court rules at my expense and indicates a bias. The court further disregards the strong public policy in avoiding trials/issues thru summary judgment. Juries don't resolve issues of law and enforce the laws. No amount of additional discovery will change the simple fact that the neighbors are operating a rejected use without site plan approval as site plan approval was rejected/denied. The refusal by the court to stop the solid waste violations and takeover of a portion of my property gives the appearance of complicit support to such takeover. The use of my last name in the 3/9/23 reasons, i.e. "Asarnow didn't do this or that" rather than the generic and usual "Plaintiff" indicates its personal as to the pro se in this and perhaps other matters as well. Political influence, if not obvious from the within certainly gives the appearance of such and is barred under Canon 2.

10. Its hard to imagine how judge Acquaviva can be trusted to provide a fair disposition and trial considering the within facts and motion and my complaint to AOC Advisory Committee on Judicial Conduct to remove the judge as unfit.

I hereby certify that the foregoing statements made by me herein are true. If any statements made by me are willfully false, I am subject to punishment.

Dated: May 8, 2023



Brian D. Asarnow

Mr. Brian Asarnow
55 Community Place
Long Branch, NJ 07740

April 13, 2023

Hon. Lisa P Thornton, AJSC
Monmouth County Courthouse
71 Monument Park, PO Box 1266, 2nd Floor
Freehold, NJ 07728

Dear Judge Thornton:

Please see attached.

Very Truly Yours



Mr. Brian D. Asanow
Plaintiff

RECEIVED-CIVIL DIVISION
MONMOUTH VICINAGE
SUPERIOR COURT OF NJ
APR 13 PM 4:11

Mr. Brian Asarnow
55 Community Place
Long Branch, NJ 07740

April 13, 2023

Hon. Gregory Acquaviva, JSC.
Monmouth County Courthouse
71 Monument Park, PO Box 1266, 2nd Floor
Freehold, NJ 07728

RE: Mon L 1422-22 ; Request for Recusal

SUPERIOR COURT OF NJ
MONMOUTH VICINAGE
FREEHOLD-CIVIL DIVISION
2023 APR 13 P 4:11

Dear Judge Acquaviva:

I hereby request your recusal from this matter for the following reasons as violating Canons 2A and 2B of the code of judicial conduct:

Canon 2. A Judge Should Avoid Impropriety and the Appearance of Impropriety in All Activities

- A. A judge should respect and comply with the law and should act at all times in a manner that promotes public confidence in the integrity and impartiality of the judiciary.
- B. A judge should not allow family, social, political, or other relationships to influence judicial conduct or judgment. A judge should not lend the prestige of office to advance the private interests of others; nor should a judge convey or permit others to convey the impression that they are in a special position of influence. A judge shall not testify as a character witness.

A fair reading of my Statement of Misstated and Corrected Facts in my motion for reconsideration shows you ignored the true facts, substituted your own and otherwise resorted to lies and distortion in order to be able to deny each point of relief in furtherance of your agenda to save face for the city attorney, whose son was silent co counsel observer at the hearings, and curry favor with politicians who may assist in your upcoming renomination as judge. Currying favor with politicians is something you did prior as a lobbyist. The city attorney stated upon Plaintiff's participation in 3 zoom council meetings to get the laws enforced that 'its nothing new" and was previously decided by Judge Perri years ago and that nothing further would be done. (See Complaint for Mandamus & Civil Rights and Material Fact 3) If any of the Plaintiff's Points were granted, this might puncture that contention by the city attorney. I note that the Rainone law firm seeks political influence and a partner is speaker of the NJ Assembly. I also observed state senator Gopal who lives in Long Branch visiting Community Place with 2 aides checking out the situation while I have been seeking an injunction. He is involved with your renomination and I didn't call him and don't believe they were there on my behalf. I believe this violates Canon 2B.

In particular, per Point II, you failed to consider that no limitation of resources exist preventing abatement of the notices of violations and that this precludes Long Branch from immunity and summary dismissal. In Point III when it was clear that the use is illegal and the neighbor's are operating without site plan and use variance approval due to rejection of same by the zoning board, instead of granting summary judgment you looked for a way around this and instead found "yard" is not defined by ordinance though it actually appears on the zoning permit and is described in the resolution of rejection as such. Per Point V as to abandonment of the paving company use, per Fact 13, you flat out refused to apply the Brill standard though no documents were provided in dispute. As to Point VIII, regarding the neighbor's solid waste and use of the loading zone and my property, you stated "Asarnow's brief refers to "Solid Waste Recycling Ordinance 293," but does not cite a specific provision within that ordinance" but the very first sentence of the brief cites the ordinance sections being continuously violated and could not possibly be missed. This and the obvious distortion of other facts and Points in order to evade proper application of the standard violates Canon 2A as you are not complying with the law or the oath you took to uphold it.

I don't think judges should have an agenda or lie and distort to achieve it and also will be filing a formal complaint with AOC to disqualify you as a judge.

Enforcement of zoning and other laws is in the high public interest and should occur at the earliest opportunity and summary judgment was to do that. You certainly can't be trusted after this to oversee a fair trial against the neighbors if/when it comes to that.

Very Truly Yours




Mr. Brian D. Asanow
Plaintiff

CC: Hon. Lisa P Thornton, AJSC
Monmouth County Courthouse
71 Monument Park, PO Box 1266, 2nd Floor
Freehold, NJ 07728



RENTAL AGREEMENT

This lease is made between Brian D. Asarnow, with office at 55 Community Place, Long Branch NJ 07740, email: ~~XXXXXXXXXX~~@comcast.net, herein called **Owner**, and Allure Flooring Design, Inc., Lazaro de Deus da Silva, Jr., owner, with home address ~~XXXXXXXXXX~~, ~~XXXXXXXXXX~~, NJ 07755 (Cell) ~~XXXXXXXXXX~~ email: lazarojunior3030@~~XXXXXXXXXX~~ herein called **Occupant**;

Occupant hereby offers to rent from Owner a portion of the premises situated in the City of Long Branch, County of Monmouth, State of New Jersey, described as 55 Community Place, unit #3 consisting of approximately 1200 square feet, upon the following Terms and Conditions: 

1. **Term and Rent.** Occupant demises unit #3 for a term of 12 months commencing November 1 2022, or as soon thereafter upon successful CO inspection, and terminating thereafter, on October 31, 2022, however either party may terminate the agreement upon 4 months notice to the other. Should Owner give 4 months notice or not renew after the first year, Occupant shall be due \$1500 back from owner for construction of the bathroom per paragraph 4. below. Rent is \$1600 monthly. Rent payments are on pro-rata basis and due on the first day of each month during the term of this lease. All rental payments shall be made to Owner at the address specified above unless notified otherwise by Owner. Owner may refuse at any time payment by personal check for good cause and Occupant agrees to pay a \$35 fee for any check returned for whatever reason.

2. **Use.** Occupant accepts and shall use and occupy the premises "As is" for storage and woodworking. Owner represents that the premises may be used for such purpose subject to paragraphs 5 and 23 below.

3. **Care and Maintenance of Premises.** Occupant acknowledges that the premises are in good, safe, clean and secure condition and shall maintain and surrender the same, at termination hereof, in as good condition as received, normal wear and tear excepted. Occupant shall discharge no materials into sewerage system other than normal sanitary washings unless pre-treated and pre-approved by Owner and shall never discharge hazardous chemicals or any debris onto the property. Occupant shall be responsible for all repair costs due to any Occupant accident or abnormal usage of premises or use of the sewerage ejector system for other than normal sanitary washings whether pre-approved or otherwise. Occupant shall heat the units during the winter to prevent water pipes from freezing or use the pipe heating wrap provided. Occupant shall also maintain in good, clean condition portions adjacent to the unit(s) and any portion of lot rented or used and is responsible for proper trash disposal as directed by Owner. Owner shall be responsible for all repairs to roof, exterior walls, foundations and snow removal and may limit public access to premises within 72 hours after a snow or ice condition, Occupant and deliveries not being intended by the word "public."

4. **Alterations.** Occupant shall not, without first obtaining the written consent of Owner, make any alterations, additions, or improvements, in or about the premises, including any installation of or changing of locks or plumbing. Any alterations and materials shall be at Occupant's expense. All changes or additions shall become the property of the owner when completed. They shall either remain as part of the Rental Space at the end of the Term or Owner may demand that any changes or alterations be removed at term end and the area of the alteration restored to its original condition, all at Occupant's expense.

Occupant is responsible for materials, construction and obtaining of permits for a new handicap bathroom in the unit. Owner shall assist with permit details as needed.

5. **Ordinances and Statutes.** Occupant shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the premises, occasioned by or affecting the use thereof by Occupant and is responsible for obtaining a zoning permit, business license, and Certificate of Occupancy (CO) and paying annual fire inspection fee, and any renewals required thereof. Owner shall apply for the permits.

6. **Assignment and Subletting.** Occupant shall not assign this lease or sublet any portion of the premises without prior written consent of Owner, which shall not be unreasonably withheld. Any such assignment or subletting without consent shall be void and, at the option of Owner, may terminate this lease.

7. **Utilities.** Occupant shall pay for his own utilities with the exception of water which will be provided at no charge up to 1,000 gal. monthly.

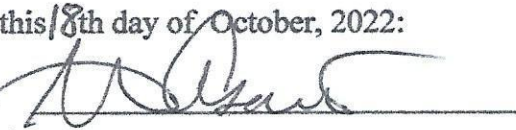
8. **Entry and Inspection.** Occupant shall permit Owner or his agents to enter the unit(s) at reasonable times with Occupant present upon prior telephone call for the purpose of inspecting the same and to read the electric sub-

23. Other. \$20 per each forklift use up to 10 minutes or \$50 minimum monthly or as further agreed. One parking space during day included in rental and one overnight space for car or pickup truck or van. Outside lot space at \$10.00 per square foot annually, \$50 minimum monthly and \$30 monthly for each additional day parking space and \$50 monthly for each additional overnight vehicle, on quarterly basis payable monthly. Trailers and dumpsters are \$125 monthly. No roll off type dumpsters permitted. \$40 lock change fee per door. No pets on premises without prior approval from Owner.

24. Entire Agreement. The foregoing constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties. If any part is determined to be invalid, the remainder shall remain in force.

Signed this 8th day of October, 2022:

Owner:



Print:

Brian D. Asarnow

Occupant:



Print:

Victor de la Cruz Siro