No. _____

IN THE

Supreme Court of the United States

R. S. RAGHAVENDRA, Founder,
Racial Equality Struggles For Columbia University
Employees (RESCUE) Ad Hoc Committee,
Petitioner,

v.

JANE E. BOOTH, THE TRUSTEES OF
COLUMBIA UNIVERSITY, ET AL.,
Respondents.

In. Re. R. S. RAGHAVENDRA

On Petition for a Writ of Certiorari
(on Mandamus Petition) to the
United States Court of Appeals for the Second Circuit

PETITION FOR A WRIT OF CERTIORARI

R (Randy) S. Raghavendra, *M.B.A.*.
RESCUE Ad Hoc Committee
P.O. Box 7066,
Hicksville, New York, 11802-7066
RSRaghavendra@Yahoo.Com
(646) 229-9971
Petitioner

QUESTIONS PRESENTED

On July 11, 2018, by disregarding even the U.S. Equal Employment Opportunity Commission's recent 2016 finding, the Appeals Court denied Petitioner's Writ of Mandamus petition to reverse a permanent injunction issued by non-recusing District Court Judge Paul A. Crotty -- against whom Criminal Complaints are already pending before U.S. Attorney/FBI and New York State Attorney General for obstruction of justice and other corrupt practices to induce payment of at least a $215,000 "BRIBE" in the guise of bogus attorney fees to his friend/ financial-interest and Petitioner's own one-of-six-cases/out-going/40-hours Attorney Louis Stober by Defendant Columbia University in exchange for betraying, masterminding an elaborate fraud scheme, and also engaging in other disbarrable attorney misconduct by demanding even totally baseless, unprecedented, and UNTHINKABLE $5,000/day fines against his own client (Plaintiff) to:

(1) prevent a $200 Million Dollars (Coca Cola & TEXACO-Style) Class Action against Columbia;

(2) indefinitely stay the already scheduled jury trial as ordered by New York State Supreme Court Justice Joan Kenney; and

(3) prevent completion of expressly agreed arbitration for immediate organization of an Anti-Discrimination Minority Employees Association even after the period (2003-2009) of that 265-years old prestigious University's worst racial crisis.

Previously, on July 30, 2009, Columbia attorneys, in collusion with his own one-of-six-cases/out-going/40-hours attorney Stober induced Petitioner – a 57-years old, highly respected executive with the spirit of Dr. Martin Luther King – to sign a 2-Page Arbitration Contract by using false pretexts and promises to complete an expressly agreed arbitration under exclusive jurisdiction of labor arbitrator, Martin F. Scheinman, for immediate organization of the first Equal Opportunity Promoting "Minority Employees Association" at 265-yeears old Columbia.

The FOUR questions presented are as follows:

I. Did the Appeals Court Err or Violate Petitioner's **First Amendment Right to Petition the Courts** by Failing to Issue a Writ of Mandamus for Reversing the Permanent Injunction Issued by Non-Recusing District Judge Paul A. Crotty – Who Has Also Been Criminally Charged with Obstruction of Justice and Aiding & Abetting Perjury and Fraud to Induce Payment of At least a $215,000 Bribe in Guise of Bogus Attorney Fees to His Friend/"Financial-interest and Petitioner's Own One-of-Six-Cases/Out-Going/ Client-Betraying/40-Hours Attorney Stober?

II. Did the Appeals Court Err by Failing to Enforce **the Federal Arbitration Act and Chevron Doctrine** by Not Compelling Expressly Agreed Arbitration Under Jurisdiction of the Labor Arbitrator, Martin F. Scheinman, for Organization of the EEOC-Authorized First Equal Opportunity Promoting "Minority

Employees Association" at the 265-Years old Columbia University?

III. Did the Appeals Court Err by Failing to Enforce **the Seventh Amendment of the United States Constitution and 28 U.S.C. § 2283 (Anti-Injunction Act/*Younger Abstention)*** by Not Issuing a Declaratory Order Allowing Petitioner to Complete Already Scheduled But (Fraudulently) Stayed Jury Trial that was Ordered by New York State Supreme Court Justice Joan Kenney in His 2003 Main Action Where Defendant Columbia President Lee C. Bollinger Would Have Been Compelled to Testify Regarding His Prestigious University's Institutionalized Race Discrimination Practices?

IV. Did the Appeals Court Err by Failing to Enforce **28 U.S.C. § 455 (Federal Judge Recusal Law) and Code of Judicial Conduct** by Not Ordering the Recusal of District Judge Crotty -- Who Had Openly Engaged in Various Corrupt Practices to Legitimize the Payment of At Least a **$215,000 Bribe in the Guise of Bogus Attorney Fees to His Friend/Financial-Interest** and Petitioner's Own One-of-Six-Cases /Client-Betraying/40-Hours Attorney Stober by the Powerful Defendant Columbia University?

PARTIES TO THE PROCEEDING[1] AND CORPORATE DISCLOSURE

Petitioner is R (Randy) S. Raghavendra, Founder of the Racial Equality Struggles for Columbia University Employees (RESCUE) Ad Hoc Committee. Petitioner is not a corporation.

Respondents are Jane E. Booth, General Counsel of Columbia University, and The Trustees of Columbia University in the City of New York (a private institution of higher education). Hon. Paul A. Crotty is the district judge against whom the Writ of Mandamus Petition is being sought.

---

[1] This writ of certiorari petition is based on the most recently filed 17-cv-4480 (Continuing Employment Discrimination & Retaliation and Breach of 2009 Arbitration Contract) case that was originally assigned to District Judge Robert W. Sweet but was improperly transferred to the non-recusing District Court Judge Paul A. Crotty who had repeatedly denied any kind of fact-finding whatsoever in this matter during the past eight years in any of the Petitioner's improperly dismissed three other cases and without allowing for the completion of the expressly agreed arbitration under . Judge Crotty had openly condoned perjury, attorney fraud and other misconduct and has obstructed the independent prosecution of any "perjury, fraud and bribery" related claims in any other courts.

As of July 2009, Petitioner had an impending $200 Million Dollars (Coca Cola & TEXACO-Style) Class Action on behalf of thousands of alleged victims of institutionalized discrimination in employment and three other already pending actions. Petitioner had two main pro se cases in the New York State Supreme Court and two supplementary cases in the Federal District Court. One-of-six-Cases/Out-Going/40-hours/attorney Louis Stober was attorney on record in one and only the 2006 (back-pay damages) case.

TABLE OF CONTENTS

TABLE OF AUTHORITIES

FULL TEXT OF RELEVANT PROVISIONS OF THE FEDERAL ARBITRATION ACT, 9 U.S.C. §§ 1-16

Section 3: If any suit or proceeding be brought in any of the courts of the United States upon any issue referable to arbitration under an agreement in writing for such arbitration, the court in which such suit is pending, upon being satisfied that the issue involved in such suit or proceeding is referable to arbitration under such an agreement, **shall on application of one of the parties stay the trial of the action until such arbitration has been had in accordance with the terms of the agreement,** providing the applicant for the stay is not in default in proceeding with such arbitration. 9 U.S.C. § 3.

Section 4: A party aggrieved by the alleged failure, neglect, or refusal of another to arbitrate under a written agreement for arbitration may petition any United States district court which, save for such agreement, would have jurisdiction under title 28, in a civil action or in admiralty of the subject matter of a suit arising out of the controversy between the parties, for an

order directing that such arbitration proceed in the manner provided for in such agreement. Five days' notice in writing of such application shall be served upon the party in default. Service thereof shall be made in the manner provided by the Federal Rules of Civil Procedure. The court shall hear the parties, and upon being satisfied that the making of the agreement for arbitration or the failure to comply therewith is not in issue, **the court shall make an order directing the parties to proceed to arbitration in accordance with the terms of the agreement. The hearing and proceedings, under such agreement, shall be WITHIN THE DISTRICT IN WHICH THE PETITION FOR AN ORDER DIRECTING SUCH ARBITRATION IS FILED.**

If the making of the arbitration agreement or the failure, neglect, or refusal to perform the same be in issue, the court shall proceed summarily to the trial thereof. If no jury trial be demanded by the party alleged to be in default, or if the matter in dispute is within admiralty jurisdiction, the court shall hear and determine such issue. Where such an issue is raised, the party alleged to be in default may, except in cases of admiralty, on or before the return day of the notice of application, demand a jury trial of such issue, and upon such demand the

court shall make an order referring the issue or issues to a jury in the manner provided by the Federal Rules of Civil Procedure, or may specially call a jury for that purpose. If the jury find that no agreement in writing for arbitration was made or that there is no default in proceeding thereunder, the proceeding shall be dismissed. If the jury find that an agreement for arbitration was made in writing and that there is a default in proceeding thereunder, the **court shall make an order summarily directing the parties to proceed with the arbitration in accordance with the terms thereof.** 9 U.S.C. § 4.

CASES

CONSTITUTIONS, STATUTES AND OTHER AUTHORITIES

ORDERS ("OPINIONS") BELOW

In a 2007 New York Times article titled "*With the Bench Cozied Up to the Bar, the Lawyers Can't Lose*", the recent Chief Judge of the United States Court of Appeals for the Second Circuit, Dennis G. Jacobs, himself had already admitted in a candid interview with a famed Legal Journalist, Adam Liptak, that at least the attorneys practicing in the Second Circuit jurisdiction could easily get away with perjury, fraud, and other serious misconduct by openly conceding that:

> "***Judges can be counted on to rule in favor of anything that protects and empowers lawyers***"

In this S.D.N.Y. case, Columbia Respondents' own two attorneys, Edward Brill and Susan Friedfel, had repeatedly admitted/conceded that, pursuant to the 2009 Arbitration Contract, all pending disputes, including the most important EEOC authorized "continuing illegal retaliation in hiring and the organization of the first anti-discrimination Minority Employees Association at the 265-years old prestigious institution" related claims, had to be arbitrated under the expressly agreed jurisdiction of the labor arbitrator, Martin F. Scheinman, without prejudice to the attorney fraud and other misconduct claims against Petitioner's own one-of-six-cases/out-going/40-hours attorney Louis Stober and the Proskauer Rose attorneys. Petitioner is separately and independently prosecuting his "Elaborate Fraud (RICO) & Bribery Scheme" claims in other federal and state courts.

On July 11, 2018, the Appeals Court *en banc,* App-1, denied reconsideration of the Petitioner's Writ of Mandamus Petition (18-1230) without reversing the December 1, 2018 permanent injunction issued by a non-recusing (and jurisdiction-lacking) district court Judge Paul A. Crotty -- against whom Criminal Complaints are already pending before the U.S. Attorney/FBI and New York State Attorney General for aiding and abetting fraud, CORRUPTION, and obstruction of justice for legitimizing payment of a $215,000 "BRIBE" in the guise of bogus attorney fees to his friend/ financial-interest (and Petitioner's own one-of-six-cases/client-betraying/40-hours) Attorney Louis D. Stober by Defendant Columbia University.

The December 1, 2018 Injunction, App-7-10 deprives Petitioner even his Basic First Amendment Right and Seventh Amendment Right to petition the Courts and complete jury trial and expressly agreed arbitration because it unconstitutionally:

(1) Obstructs the completion of the already scheduled Jury Trial as ordered by New York State Supreme Court Justice Joan Kenney, App-2-3 to seek relief for extraordinary damages suffered by Petitioner – a highly accomplished executive with Two Masters degrees in Engineering and also Business Administration – due to illegal employment discrimination at Columbia University;

(2) Obstructs the completion of the expressed agreed arbitration under exclusive jurisdiction of the labor arbitrator, Martin F. Scheinman, for

immediate organization of the first Equal Opportunity Promoting "Minority Employees Association" at the 265-yeaers old Columbia University;

(4) Obstructs the litigation of the EEOC-authorized Continuing Employment Discrimination/ Retaliation Claims against Defendant Columbia University; and

(3) Obstructs the litigation of the Elaborate Perjury, Fraud, and Bribery" Scheme involving the Petitioner's own one-of-six-cases/client-betraying /40-hours attorney in various federal and state Courts.

In the interest of Justice and pursuant to the Rules of Judicial Conduct and because non-recusing S.D.N.Y. District Court Judge Paul A. Crotty had already condoned the (unbelievable) attorney fraud and other serious misconduct, on April 26, 2018, Petitioner filed a Writ of Mandamus Petition, App-4-5, that would allow the Second Circuit to order Judge Crotty's recusal or transfer of the 17-cv-4480 case back to District Judge Robert W. Sweet.

On May 17, 2018, Appeals Court Panel (Hon. Sack, Raggi, Kaplan) (the "Panel") denied the Petitioner's Writ of Mandamus petition, App.-6 without ordering the recusal of the "jurisdiction-lacking" District Court Judge Crotty and to prevent him from improperly obstructing the prosecution of the attorney fraud and other misconduct litigation in other federal and state courts.

Previously, on the same day May 17, 2018 -- in the context of denying Petitioner's three months old (emphasis added) January 2018 motion for disqualification of recently retained attorney Mashberg – the same Attorney Disqualification Motion panel had issued *sua sponte* a procedurally defective order, that revoked even Petitioner's right to appeal.

The Appeals Court Panel's simultaneous dismissal of the Petitioner's appeals *sua sponte* and the denial of even his writ of mandamus petition simply does not make any sense to say the least other than giving the obvious impression that the Second Circuit Panel may have been attempting to cover-up the "Corruption Practices" of District Court Judge Crotty who until recently had shared the offices with the Second Circuit judges.

In July 2018, the Second Circuit also denied the Petitioner's Motion to Publish the Orders denying the Writ of Mandamus Petition as its Opinion.

JURISDICTION

The district court had jurisdiction over all the litigated matters under 28 U.S.C.§ 1331. The court of appeals had jurisdiction to review the district court's order and injunction under 28 U.S.C. § 1291 and 28 U.S.C. § 1292(a). The court of appeals filed its order revoking Petitioner's right to appeal and related Writ of Mandamus Petition on May 17, 2018, and it denied Petitioner's timely petition for rehearing en

banc on July 11, 2018. This Court has jurisdiction under 28 U.S.C. § 1254(1).

The Court has jurisdiction over this petition pursuant to the All Writs Act, which authorizes the Courts of Appeals to issue extraordinary writs "in aid of their respective jurisdictions." 28 U.S.C. § 1651(a); *Roche v. Evaporated Milk Ass'n*, 319 U.S. 21, 25 (1943). The "traditional" use of the extraordinary writs is "to confine an inferior court to a lawful exercise of its prescribed jurisdiction or tocompel it to exercise its authority when it is its duty to do so," and "to remove obstacles to appeal." *Roche*, 319 U.S. at 26.

CONSTITUTIONAL AND STATUTORY PROVISIONS INVOLVED

(1) The right of petition the courts is expressly set out in the First Amendment:

> *"Congress shall make no law ... abridging ... the right of the people ... to petition the Government for a redress of grievances."— from the First Amendment*

The petition clause concludes the First Amendment's ringing enumeration of expressive rights and, in many ways, supports them all. Petition is the right to ask government at any level (including a circuit court) to right a wrong or correct a problem.

This United States Supreme Court in *Bill*

Johnson's Restaurants, Inc. v. NLRB, 461, U.S. 731 (1983), set out the principle that "the right of access to the courts is an aspect of the First Amendment right to petition the Government for redress of grievances." In *B E & K Construction Co. v. National Labor Relations Board*, 536 U.S. 516 (2002) this court noted that it had long viewed the right to sue in court as a form of petition as follows:

> "*We have recognized this right to petition as one of the most precious of the liberties safeguarded by the Bill of Rights,*"

Justice Sandra Day O'Connor of this court further observed that the First Amendment petition clause says nothing about success in petitioning — "*it speaks simply of the right of the people to petition the Government for a redress of grievances (including those resulting from attorney fraud, perjury and other misconduct.)*"

(2) The statutory provisions of the Federal Arbitration Act remain mandatory, as this U.S. Supreme Court emphasized in *Dean Witter Reynolds, Inc. v. Byrd* __ U.S. __, 105 S. Ct. 1238, 1243, 84 L. Ed.2d 158 (1985):

> "*The [Arbitration] Act leaves no place for the exercise of discretion by a district court, but instead mandates that district courts shall direct the parties to proceed to arbitration on issues as to which an arbitration agreement has been signed.* "

(3) 28 U.S.C. 455(b)(1) provides that a judge should disqualify himself in any proceeding in which he has "a personal bias or prejudice concerning a party, or personal knowledge of disputed evidentiary facts concerning the proceeding. Pursuant to 28 U.S.C. §455(b)(4), a judge must disqualify himself if he knows that he, individually or as a fiduciary,.....has a financial interest in the subject matter in controversy, or in a party to the proceeding, or any other interest that could be substantially affected by its outcome.

INTRODUCTION

Petitioner-Plaintiff Randy S. Raghavendra, the Founder of the Racial Equality Struggles for Columbia University Employees (RESCUE) Ad Hoc Committee[1], brought this action – perhaps one of the most significant civil rights, race discrimination, and attorney fraud cases in a generation – to challenge the continuing Breach of the 2009 Arbitration

---

[1] At numerous prestigious universities across America, Black and other minority employees have been allowed to openly organize and form coalitions and or associations to promote equal opportunity and or to oppose any institutionalized racial discrimination. Black Employee Associations under various names have been in active existence for several decades at prestigious universities including but not limited to Harvard University, University of Pennsylvania, College of William & Mary, Dartmouth College, Clemson University, Johns Hopkins, and University of Michigan.

Contract by the Respondents for preventing lawful organization of the first Equal Opportunity Promoting "Minority Employees Association" at the 265-years old Columbia University.

In the spirit of Dr. Martin Luther King, Jr. and Mahatma Gandhi, even though he was on the verge of personal bankruptcy, on July 31, 2009, the **57-years old Plaintiff refused to accept even a $600,000[2] payment offered** by the Respondents so that he will at least have the opportunity to promote equal opportunity for thousands of voiceless victims of institutionalized employment discrimination at the 265-years old Columbia by completing the expressly agreed arbitration under the agreed jurisdiction of labor arbitrator, Martin F. Scheiman, without any interference of the courts and without any further expensive litigation.

Further, in addition to breaching the Arbitration Contract, respondents have also been avoiding the completion of the already scheduled jury trial for several years of illegal employment discrimination in Petitioner's 2009/2003 "Jury Trial Ready" Main Action that was ordered by New York State Supreme Court Judge Joan M. Kenney. By arranging an unthinkable $330,000 total "bribe" payment to Plaintiff's own one-of-six-cases/06-cv-6841/out-going/40-hours attorney Louis D. Stober ("Stober") in the guise of bogus attorney fees, Respondents induced him (Stober) to betray, commit

---

[2] Actual amount that was offered in the 2009 Arbitration Contract is deemed confidential.

perjury, and fraud against his own client (Petitioner) and use his connections in the federal district court to obtain various illegal and non-appealable orders to indefinitely stay that jury trial in state court.

Therefore, during the past 14 years and in the prime of his executive career, the Petitioner has also sacrificed all of his executive/professional career, his basic livelihood, his human dignity, his personal family life, and even the future of his three little children for the honorable cause of equal opportunity for all.

Contrary to the Respondents' continuing character-assassination of the highly-respected, civil rights Plaintiff-Petitioner as some "vexatious and or wanton" litigant, Petitioner never wanted to be in the court system at all. In fact, he had agreed to sign the 2009 Arbitration[3] Contract only to complete the expressly agreed arbitration under jurisdiction of the labor arbitrator, Martin F, Scheinman, for the lawful organization of the first "Minority Employees Association" at the 265-years old Ivy League university in exchange for not initiating an impending $200 MILLION DOLLARS (Coco Cola & TEXACO-Style) Class Action on behalf of potentially thousands of past and present victims of institutionalized employment discrimination against Defendant Columbia University during the period

---

[3] Plaintiff-Petitioner's right to compel expressly agreed arbitration in Employee Class Action related cases was further confirmed by this U.S. Supreme Court overriding decision in *Epic Systems Corp. v. Lewis*, 138, S.Ct. 42 (2017).

(2004-2009) of its worst racial crises that included anti-racism hunger-strikes, hanging nooses, swastikas, "Plantation Mentality" and "Blacks were Invented for Cheap Slave Labor" articles.

The expressly agreed "arbitration clause" in the 2009 Arbitration Contract is as follows:

> **"Martin F. Scheinman retains jurisdiction over the term sheet and any disputes.... between Raghavendra and Columbia"**

Therefore, to the Plaintiff-Petitioner's total shock, on July 30, 2009, after inducing him into signing the 2009 Arbitration Contract with an expressly agreed "Anti-Bribing" ("No Bogus Fees") clause and Re-Hiring clause after the first day of arbitration, his own one-of-six-cases / out-going/ 40-hours attorney **Stober[4] attempted to immediately extort at least $150,000 from him (Petitioner) by repeatedly bragging that he was a personal friend of some S.D.N.Y court judges such as District Judge Paul A. Crotty** and that even his neighbor in Garden City (Long Island) is a S.D.N.Y district court judge and that he can easily get away with perjury and fraud in that court and that he would hijack all of his (Plaintiff's)

---

[4] Plaintiff's own one-of-six-cases/client-betraying/40-hours attorney Louis D. Stober and Respondents' recently retained attorney Gregg Mashberg of Proskauer Rose are named defendants in the "Elaborate Fraud (RICO), Collusion & Bribery" Scheme litigation already pending and to be filed in other federal and state courts.

three other pending pro se actions.

Therefore, when Petitioner rejected one-of-six-cases/client-betraying/out-going attorney Stober's extortion demands and, suspecting fraud, immediately filed his August 2009 motion to set aside that 2009 Arbitration Contract, the Respondents further colluded with him (Stober) to exploit his extrajudicial connections in the S.D.N.Y. district court to not only strongly oppose and get each of his (Plaintiff's) motions summarily denied but to also get them stricken from the S.D.N.Y. docket.

It was, therefore, only recently discovered and confirmed in 2017 and after several years of stonewalling and obstruction of any kind of fact-finding or sworn testimony whatsoever and their use of totally baseless and "bogus res judicata" arguments even in the state courts, that the 2009 Arbitration Contract was in fact only a "FRAUD CONTRACT" (emphasis added) that the respondents had used to defraud and deceive the Plaintiff into an "Elaborate Fraud (RICO), Collusion, Extortion & (at least $330,000) Bribery" scheme that was masterminded by his (Petitioner's) own one-of-six-cases/ client-betraying / personal-friend-of-SDNY-judges-bragging/out-going/40-hours Stober with the aiding and abetting of the Respondents' attorneys to hijack all of the 57-years old, highly-respected, civil rights Plaintiff's multi-action, multi-courts litigation during the past seven and half years.

STATEMENT OF FACTS

As of July 2009, the Petitioner had a total of four already pending actions against Respondent Columbia University. Two of these actions were in New York State Court and two others were in the Federal District Court of New York. Three of these four actions were pro se without any attorney representation whatsoever. At this time, Petitioner was not in any way, shape or form ready or willing to settle any of his three pending pro se actions in his multi-action, multi-courts civil rights litigation because he was actively seeking to retain a well-qualified and ethical attorney for proceeding to complete the already scheduled jury trial in his 2003 Main Action in the New York State Court.

However, on July 30, 2009, by colluding with Petitioner's one-of-six-cases/out-going/already-being-sued/40-hours attorney Louis D. Stober, Respondents induced the Petitioner to attend the first day of an incomplete (emphasis added) private mediation. On that first day of mediation, labor arbitrator, Martin F. Scheinman, authorized only the Columbia defendants ("Columbia") and the Plaintiff to sign a 1-1/2 page Term Sheet[5] (2009 "Arbitration Contract") that required the completion of at least a second day of "Arbitration/Binding

---

[5] The (initial) term sheet for completion of arbitration was drafted by the respondents after the Arbitrator had already left for the day and even before Plaintiff could retain a new attorney that did not have any conflicts of interest.

Mediation" under his (arbitrator's) exclusive jurisdiction for finalizing any "limited settlement and release" agreement between the Columbia respondents and the Petitioner without prejudice to already pending attorney misconduct claims against one-of-six-cases/out-going/40-hours attorney Stober.

Because even before July 30, 2009, the Petitioner had already notified his one-of-six-cases/ out-going/06-cv-6841/40-hours attorney Stober that he (Petitioner) will be suing him (Stober) for breach of 2007 Attorney Services Contract/Retainer and other serious misconduct, he (Stober) attended that first day of arbitration/ mediation despite Plaintiff's strong objections by using false pretexts[6].

The 2009 Arbitration Contract, therefore, allowed for only a very limited settlement after completion of at least a second day of expressly agreed arbitration under jurisdiction of only the labor arbitrator[7], Martin F. Scheinman, and without

---

[6] One-of-six-cases/out-going/06-cv-6841/40-hours attorney Stober attended the July 30, 2009 mediation by using the false pretext that because the District Court had not yet granted his June 2009 motion to withdraw despite the already pending serious attorney misconduct claims, he was obligated to attend that mediation.

[7] Arbitrator Martin F. Scheinman had specifically advised Petitioner to retain a new attorney for honest attorney representation and proper completion of a second day of arbitration for finalization of any limited settlement and release agreement.

seeking the improper intervention or jurisdiction of any of the courts for finalization of the release language for that "limited settlement" (emphasis added).

It was expressly agreed that the "limited settlement" would allow for the lawful organization of the first Equal Opportunity Promoting "Minority Employees Association" at the 265-years old Columbia University and the payment of four years of back-pay damages directly to the Petitioner without any attorney fee deductions whatsoever in exchange for:

(i) Petitioner not initiating the impending $200 Million Dollars (Coca Cola & TEXACO-Style) Class Action on behalf of thousands of victims of institutionalized employment discrimination during the period (2004 to 2009) of Columbia's worst racial crises; and

(ii) Petitioner's withdrawal of just one and only the supplementary 06-cv-6841 (back-pay) action **in accordance with the "Arbitrator's Policy"** of settling only attorney-represented cases and only that one case that at least had attorney representation by the out-going/ already-being-sued attorney Stober.

Arbitrator Martin F. Scheinman had, therefore, made it very clear that unless Plaintiff retains a new attorney for any re-negotiation of terms at the expressly agreed second day of arbitration, any limited settlement based on that 2009 Term Sheet would be without prejudice

(emphasis added) to the Pro Se Plaintiff's claims in his (i) 2003/2009 "Jury Trial Ready" Main Action in the New York State Court; (ii) 2006 "Continuing Discrimination" State Court action or the 09-cv-0019 action in federal court that was waiting to be remanded back; (i) 08-cv-8120 (N.L.R.B) action before S.D.N.Y. District Court; and, also (iv) without prejudice to Plaintiff's already pending attorney misconduct claims against his own one-of-six-cases/out-going attorney Stober that included breach of the 2007 attorney services contract and legal malpractice.

"Jurisdiction-Lacking" & Non-Recusing District Judge Paul A. Crotty's CONDONING of PERJURY, FRAUD & BRIBERY Being Committed on the Petitioner by His Friend/ "Financial Interest" & Petitioner's Own One-of-Six-Cases/Out-Going/40-Hours/Friend-of-Judge Attorney Louis D. Stober by (Illegally) Denying Plaintiff's Right to Complete the Expressly Agreed Arbitration for Organizing the First Equal Opportunity Promoting "Minority Employees Association" at the 265-Years Old Columbia

Starting from August 2009, the Respondents immediately breached the 2009 Arbitration Contract by: (i) refusing to complete the expressly agreed arbitration under jurisdiction of the labor arbitrator, Martin F. Scheinman; and instead (ii) agreeing to pay at least a $215,000 "bribe to Petitioner's own one-of-six-cases/client-betraying/40-hours attorney Stober in the guise of bogus attorney fees for

committing perjury, fraud, and hijacking all of his own client's (Petitioner's) three other pending actions by using his extrajudicial connection with district judge Crotty that was discovered only last December 2017.

Despite Petitioner's repeated motions, non-recusing District Court Judge Crotty never allowed for any fact-finding or evidentiary hearings whatsoever in this multi-action civil rights and fraud scheme litigation during the past eight years. Further, the extrajudicial FAVORITISM towards his friend/"financial-interest" and one-of-six-cases/client -betraying attorney Stober and the Respondents to allow for the Elaborate Perjury, Fraud and Bribery Scheme is obvious from following[8] summary of the transcript of the February 17, 2010 court conference and closely related December 1, 2017 Injunction:

PLAINTIFF: I never entered into any settlement agreement.....I never signed or executed to this day any settlement agreement..(as the expressly agreed arbitration has not been completed.)

I was repeatedly and deliberately denied access to any attorney representation or consultation of my choice during the so-called mediation of July 30, 2009.

---

[8] Language included in parenthesis clarifies the context in which the statement was being made. Full Transcript will be filed with this court upon granting of writ of certiorari.

COLUMBIA ATTORNEY BRILL: "....the parties intended to be bound by that term sheet as a contract.....In the term sheet itself, the parties provided that if there was a dispute...that the mediator would resolve that. In effect, **it was an arbitration provision**" (emphasis added).

JUDGE CROTTY: ..**what if Mr. Raghavendra asks for arbitration**. Isn't he entitled to under the..agreement?

HELP ME OUT here, Mr. STOBER. What does New York Law require?

COLUMBIA ATTY BRILL: There's somebody in the court room that's not a party to the (so-called) settlement.

JUDGE CROTTY: Now, assume that I rule against Mr. Raghavendra...and disallow the objections that Raghavendra has made. If (Columbia Attorney) Mr. Brill is right, **you're never going to get your (bribe or so-called) fee** because he won't sign the (so-called) settlement .... and he won't give Columbia the general release....He holds the key to the Cashier's MONEY.

ONE-OF-SIX-CASES/
CLIENT-BETRAYING
40-HRS ATTORNEY
STOBER: "Mr. Raghavendra...holds the key to the cashier's box..he will sign,.**I'll get mine ("**BRIBE[9] money**" if Judge Crotty OVERRIDES even Federal Magistrate Judge Henry Pitman's** Report that Categorically PROHIBITED[10] any (Bogus[11]) Attorney Fee

---

[9] Upon information and belief, attorneys of Proskauer Rose had also arranged for another one of their clients, Nextel Communications, to pay **over $7 Million Dollars as a "Bribe"** (in the guise of "bogus" attorney fees) to the Plaintiffs' attorneys for deceiving their own clients (Class of hundreds of racially discriminated employees) into totally unacceptable and or absurd settlement agreements. One of the partners of that law firm (Steven Morelli) was **recently disbarred and sentenced to prison** for stealing from clients. See *Johnson, et al v. Nextel Communications,* et. al, 660 F.3d 131 (2d Cir. 2011).

[10] New York law prohibits any (illegal) claims of attorney fees without a "written letter of engagement" where any fee claims are expected to exceed $3,000. See N. Y. Comp. Codes R & Reg. Tit. 22, §§ 1215. 1-2, 2.

[11] New York State law does NOT allow one-of-six-cases/out-going attorney Louis D. Stober to hijack and or cause any improper dismissal of any of the Plaintiff's four other actions he was never retained on. See, *Hallock v State of New York*, 64 NY2d 224 [1984]; *Nash v Y & T Distribs.*, 207 AD2d 779, 780 [2d Dept 1994] [an attorney has no implied power to settle or compromise a client's claim by virtue of his or her general retainer].

payment to One-of-Six-Cases/ 40-Hours Attorney Stober).

JUDGE CROTTY: (Conclusion)

(To COVER-UP[12] the Attorney "BRIBE", I will ALLOW the MISREPRESENTATION of this Arbitration Contract as a (so-called) "final settlement agreement" and will also simply disregard "Arbitration Clause" in the 2007 One-of-Six-Cases Attorney Services Contract/Retainer even before the completion of TWO expressly agreed arbitrations under jurisdiction of the arbitrator, Martin F. Scheinman.

I can also [ab]use my power as a Federal Judge to issue an injunction to suppress Raghavendra's First Amendment Right to file any lawsuit against Columbia, Stober, and their attorneys covering-up this Elaborate Fraud and Bribery Scheme.

---

[12] This conclusory statement was NOT actually made at the February 2010 Court Conference. However, the Abuse of Judicial Authority to MISREPRESENT the Arbitration Contract was made extremely clear in the December 1, 2017 Order/ Injunction with $5,000/Day Fines issued by SDNY District Judge Crotty.

If Raghavendra files any further actions to enforce this Arbitration Contract, the Court will suppress the TRUTH by finding the Pro Se Raghavendra in contempt of the court and **will impose $5,000 Per Day in civil FINES** until the newly filed action is withdrawn and to allow the Defendants to easily get away with PERJURY, FRAUD & BRIBERY SCHEME.)

Clearly, District Court Judge Crotty knowingly and deliberately disregarded the expressly agreed "arbitration clause" and "anti-bribing" clause of the 2009 Arbitration Contract to allow its fraudulent misrepresentation as a so-called "final settlement agreement" for legitimizing the bribe or quid pro quo payment of at least $330,000 to his friend/"financial-interest" and Petitioner's own one-of-six-cases/client-betraying attorney Stober and colluding Columbia attorneys.

"Jurisdiction-Lacking" & Non-Recusing Judge Crotty's Continuing Abuse of Power to Cover-Up His Extrajudicial Favoritism and the Recently Discovered Elaborate Fraud & ($330,000) Bribery Scheme for Suppressing the Petitioner's Constitutional Rights for Prosecuting Employment Discrimination and Fraud that was Masterminded by His Own One-of-Six-cases/40-Hours/Client-Betraying/ Personal-Friend-of-Judge/Attorney Stober

In 2012, Petitioner had repeatedly filed three separate motions for recusal of Judge Crotty. However, Judge Crotty has openly condoned and allowed the "Elaborate Fraud & Bribery" scheme. Further, for deliberately obstructing the prosecution of those claims in any other courts, he (Judge Crotty) also issued unthinkable $5,000/day fines against the "Dr. King Type" civil rights Plaintiff to cover-up that elaborate fraud scheme.

At the February 2010 court conference, Judge Crotty admitted that he did not even know the difference between the major claims in each of the Petitioner's four actions in three different courts.

However, in violation of various Rules of Judicial Conduct, non-recusing Judge Crotty has legitimized at least $330,000 "Bribe" payment to one-of-six-cases/40-hours attorney Stober and other colluding attorneys as compensation as so-called attorney fees for betraying and entrapping his own client (Petitioner), committing perjury and fraud and even seeking unthinkable $5,000/day fines against his own client.

In summary, during the past seven and half years, by fraudulently inducing the Petitioner to sign the 2009 Arbitration Contract -- without any intention whatsoever of actually completing the arbitration under jurisdiction of the labor arbitrator, Martin F. Scheinman -- the Defendants maliciously dragged the Pro Se Civil Rights Plaintiff through the (jurisdiction-lacking) court system to force him into totally unnecessary and expensive litigation only for

purposes of character-assassinating him as a so-called "frivolous litigant" and DEPRIVING him of all of his constitutional rights including his right to litigate the enforce the expressly agreed "Anti-Bribing" Clause of that fraudulently induced FAKE 2009 Arbitration Contract.

The FAKE 2009 Arbitration Contract was used only for BRIBING the Petitioner's one-of-six-cases/client-betraying/40-hours attorney Stober at least $215,000 for obtaining various unconstitutional and non-appealable orders from the non-recusing (friend-of-attorney Stober) Judge Crotty and hijacking all of the Petitioner's other three pending actions.

REASONS FOR GRANTING THE PETITION

The U.S. Supreme Court has endorsed the broader exercise of mandamus powers -- sometimes termed "supervisory" and "advisory" powers—"to correct established practices of the district court" or "to review important and novel questions." *Armster v. U.S. Dist. Court*, 806 F.2d 1347, 1352 (9th Cir. 1986); *see also Schlagenhauf v. Holder*, 379 U.S. 104 (1964); *La Buy v. Howes Leather Co.*, 352 U.S. 249 (1957).

Three conditions are required for a writ to issue: "(1) the party seeking issuance of the writ must have no other adequate means to attain the relief it desires; (2) the issuing court, in the exercise of its discretion, must be satisfied that the writ is appropriate under the circumstances; and (3) the petitioner must demonstrate that the right to

issuance of the writ is clear and indisputable." *In re Roman Catholic Diocese of Albany, N.Y., Inc.*, 745 F.3d 30, 35 (2d Cir. 2014) (internal quotation and alteration marks omitted) (quoting *Cheney v. U.S. Dist.Court*, 542 U.S. 367, 380–81 (2004)).

A. Mandamus Provides the Only Adequate Means to Relief as Non-Recusing District Judge Paul A. Crotty's Absurd & Totally Baseless $5,000/Day Fines DEFY All Congressionally-Established Structures of Federal Courts and Also Blatantly Violate the Federal Arbitration Act by Denying Petitioner's Right to Complete Expressly Agreed Arbitration for Lawful Organization of First Equal Opportunity Promoting "Minority Employees Association" at the 265-Years Columbia University

A petitioner's right to the issuance of a writ is "clear and indisputable" where the court below abuses its discretion by (1) basing its ruling on an erroneous view of the law, (2) making a clearly erroneous assessment of the evidence, or (3) rendering a decision that cannot be located within the range of permissible decisions. *See In re Roman Catholic Diocese of Albany*, 745 F.3d at37; *In re City of New York*, 607 F.3d 923, 943 (2d Cir. 2010); *Sims v. Blot*, 534 F. 3d 117, 132 (2d Cir. 2008).

1. Non-Recusing Judge Crotty's 2017 $5,000/Day Fines Injunction Directly Contradicts the 2011 and 2017 Second Circuit Mandates by Condoning Continued

Illegal Discrimination Practices and Obstructing Prosecution of the Recently Discovered "Elaborate Fraud (RICO), Collusion & ($330,00) Bribery" Scheme

"Despite federal appellate courts' general reluctance to grant writs of mandamus, they have uniformly granted such writs in one situation - where the district court has failed to adhere to an order of the court of appeals." *Citibank, N.A., v. Fullam*, 580 F.2d 82, 86-87 (3d Cir. 1978). Because the 2017 Injunction also disregarded Petitioner's right to litigate the EEOC-approved continuing discrimination claims, it was also in violation of the Chevron Doctrine against Columbia. *In Chevron USA.,Inc. v. Echazabal,* 536 U.S. 73 (2002), the U.S. Supreme Court, in unanimous decision, applied *Chevron* deference and upheld as reasonable Equal Employment Opportunity Commission regulation.

The 2011 Second Circuit Court Mandate/Order never denied Petitioner's right to complete expressly agreed arbitration under jurisdiction of the labor arbitrator, Martin F. Scheinman, for finalization of the "Release Terms" and never allowed for any continuing illegal discrimination and retaliation in rehiring by Columbia to prevent the lawful organization of a "Minority Employees Association."

The Second Circuit Mandate also never allowed Judge Crotty to obstruct prosecution of any elaborate fraud and bribery scheme by using unthinkable $5,000/day fines and imprisonment.

2. Judge Crotty's Refusal to Recuse Himself From Improperly Transferred 17-cv-4480 Case– Originally Assigned to Judge Robert W. Sweet – for Ensuring $215,000 "Bribe" Payment to His Friend/"Financial-Interest" & Petitioner's Own One-of-Six-Cases/ Client-Betraying/40-Hours Attorney Stober

A judge must recuse from "any proceeding in which his[er] impartiality might reasonably be questioned" by an objective observer. *SEC v. Razmilovic,* 738 F.3d 14, 29 (2d Cir. 2013) (alteration in original) (quoting 28 U.S.C. § 455(a)).

The Appeals Court can review a district court judge's refusal to recuse himself/herself *sua sponte. United States v. Carlton*, 534 F.3d 97, 100 (2d Cir. 2008). In *re School Asbestos Litigation*, 977 F.2d 764 (3d Cir. 1992), the Third Circuit issued a writ of mandamus requiring a district judge to disqualify himself based on the judge's highly inappropriate and partial conduct.

The Second Circuit has also ruled that "Reassignment is warranted 'where special circumstances warrant it....(and) the original judge would have substantial difficulty in putting out of her mind her previously expressed views, or where reassignment is advisable to preserve the appearance of justice.'" (quoting *United States v. Ming He*, 94 F.3d 782, 795 (2d Cir. 1996).

Further, a district judge's decision not to recuse himself from a proceeding or disqualify counsel is reviewed for abuse of discretion. *SEC v.*

Razmilovic, 738 F.3d 14, 30 (2d Cir. 2013) (recusal); *GSI Commerce Solutions, Inc. v. BabyCenter, L.L.C.,* 618 F.3d 204, 209 (2d Cir. 2010) (disqualification). A denial of a motion for recusal will be reversed upon the showing of an abuse of discretion. See *United States v. Anderson,* 160 F. 3d 231, 233 (5th Cir. 1998).

Since the goal of Section 455(a) is to avoid even the appearance of impropriety, See *Liljeberg v. Health Svcs Acquisition Corp.*, 486 U.S. 847, 860, 100 L. Ed. 2d 855, 108 S. Ct. 2194 (1988), recusal may well be required even where no actual partiality exists. See *Hall v. Small Business Admin.*, 695 F. 2d 175, 178 (5th Cir. 1983).

A cardinal principal of our system of justice is that not only must there be the reality of a fair trial and impartiality in accordance with due process, but also the appearance of a fair trial and impartiality. See *Marshall v. Jerrico, Inc.*, 446 U.S. 238, 242-43, 64 L. Ed. 2d 182, 100 S. Ct. 1610 (1980); *Taylor v. Hayes*, 418 U.S. 488, 41 L. Ed. 2d 897, 94 S. Ct. 2697(1974). In words of Justice Frankfurter, "**justice must satisfy the appearance of justice.**" See *Offutt v. United States*, 348 U.S. 11, 14, 99 L. Ed. 11, 75 S. Ct. 11 (1954).

Non-recusing Judge Crotty blatantly abused his authority by simply disregarded all of the overwhelming facts and evidence presented and controlling law by summarily striking each and every one of the Petitioner's over 30 motions from the S.D.N.Y. district court's docket during the past seven and half years and by granting each and every

one of his friend/"financial-interest" and Petitioner's one-of-six-cases/client-betraying attorney Stober's motions against his own client.

For engaging in illegal judge shopping purposes and or to improperly deny the Petitioner's right to the expressly agreed arbitration, in June 2017, Defendants' recently retained attorney/ Defendant Gregg Mashberg illegally removed even the 17-cv-4480 case from Judge Robert W. Sweet to Judge Crotty for further exploiting his (Judge Crotty's) extrajudicial favoritism.

Mandamus may be used to challenge improper transfer orders, *See, e.g., In re Warrick*, 70 F.3d 736, 740 (2d Cir. 1995). This transfer was done for illegal judge-shopping[13] and for rigging the court system.

By denying any fact-finding or discovery whatsoever during the past eight years, Judge Crotty further increased totally baseless and bogus attorney fee payments to over $330,000 to **allow the** a Elaborate Fraud Scheme where the attorneys can STEAL most of even the limited back-pay damages

---

[13] *See, e.g., In re McBryde*, 117 F.3d 208, 222–25, 229–31 (5th Cir. 1997); *Utah-Idaho Sugar Co. v. Ritter*, 461 F.2d 1100, 1102–1104 (10th Cir. 1972); *cf. Ligon v. City Of N.Y.*, 736 F.3d 118, 125–26 & n.17, 130 (2d Cir. 2013) (noting concern with manipulation of related-case assignments); *In re Motor Fuel*, 711 F.3d at 1052–54 (expressing concern with "interfer[ing] with the random assignment of cases," or "removing the judges to whom the cases were originally assigned").

that was awarded by labor arbitrator, Martin F. Scheinman, in the 2009 Arbitration Contract.

3. **Non-Recusing Judge Crotty's Baseless & Non-Appealable $5,000/Day Fines Even Before Completion of Expressly Agreed Arbitration Under Jurisdiction of Labor Arbitrator, Martin F. Scheinman, Exceeds His Authority and is in Blatant Violation of the Federal Arbitration Act**

Section 4 of the Federal Arbitration Act allows "[a] party aggrieved by the alleged failure, neglect, or refusal of another to arbitrate under a written agreement for arbitration [to] petition any United States district court . . . for an order directing that such arbitration proceed in the manner provided for in such agreement." 9 U.S.C. § 4. These statutory provisions of the FAA remain mandatory, as the U.S. Supreme Court emphasized in *Dean Witter Reynolds, Inc. v. Byrd* __ U.S. __, 105 S. Ct. 1238, 1243, 84 L. Ed.2d 158 (1985):

> *"The [Arbitration] Act leaves no place for the exercise of discretion by a district court, but instead mandates that district courts shall direct the parties to proceed to arbitration on issues as to which an arbitration agreement has been signed. "*

Also, the United States Supreme Court has ruled that **a claim of fraud in the inducement to enter into a contract containing an arbitration clause is to be resolved by the arbitrators and**

not the courts. See, *Rent-A-Center, West, Inc. v. Jackson,* 561 U.S. 63, 71, 130 S. Ct. 2772, 177 L. Ed. 2d 403 (2010); *Buckeye Check Cashing, Inc. v. Cardegna,* 546 U.S. 440, 449, 126 S. Ct. 1204, 163 L. Ed. 2d 1038 (2006).

There is also a strong public policy "supporting arbitration (binding mediation) and discouraging judicial interference with either the process or its outcome." (*Matter of New York City Tr. Auth. v Transport Workers Union of Am., Local 110, AFl-CIO*, 99 NY2d 1, 6 780 NE2d 490, 750 NYS2d 805 [2002]), particularly when used as a means of settling labor/ employment disputes (see, *Matter of Town of Haverstraw [Rockland County Patrolman's Benevolent Assn.*], 65 NY2d 677, 678, 481 NE2d 248, 491 NYS2d 616 [1985]; See also, *Blatt v. Sochet* 199 A.D.2d 451 (1993).

4. Non-Recusing Judge Crotty Cannot Use Baseless & Non-Appealable $5,000/Day Fines to Cover-Up His Own Corrupt Practices and Obstruction of Prosecution of the "Elaborate Fraud (RICO), Collusion, & Bribery" Scheme Litigation in Other Federal and New York State Courts

The December 2017 injunction/order represents usurpation of judicial power by Judge Crotty, and mandamus is the appropriate vehicle to seek relief.

The traditional use of the writ in aid of

appellate jurisdiction both at common law and in the federal courts has been to confine an inferior court to a lawful exercise of its prescribed jurisdiction or to compel it to exercise its authority when it is its duty to do so. *Mallard v. U.S. Dist. Court*, 490 U.S. 296, 308 (1989) (quoting *Roche*, 319 U.S. at 26) (emphasis added); *see Stein v. KPMG, LLP*, 486 F.3d 753, 759 (2d Cir. 2007) (same). See also *Cheney v. U.S. Dist. Crt. For Dist. Of Columbia*, 542 U.S. 367, 380 (2004), 124 S. Ct. 2576, 159 L.Ed. 2d 459 (brackets and internal quotation marks omitted).

Mandamus is issued in "exceptional circumstances amounting to a judicial 'usurpation of power' or a 'clear abuse of discretion." Id. (citations and some internal quotation marks omitted); *Caribbean Trading & Fidelity Corp. v. Nigerian Nat'l Petroleum Corp.*, 948 F.2d 111, 115 (2d Cir. 1991), cert. denied, 118 L.Ed. 2d 547, 112 S. Ct. 1941 (1992); *In re Justices of the Supreme Court of P.R.*, 695 F.2d 17 (1st Cir. 1982) (holding that mandamus was appropriate to review whether a district court had jurisdiction over the justices of Puerto Rico's Supreme Court under Article III of the U.S. Constitution).

The Supreme Court has also explained the limited jurisdiction of the lower federal courts:

> *[T]he judicial power of the United States District Courts depend[s] on its distribution and organization, and for the modes of its exercise, entirely upon the action of Congress, who possess the sole power of creating the tribunals (inferior to*

> *the Supreme Court) . . . and of investing them with jurisdiction either limited, concurrent, or exclusive, and of withholding jurisdiction from them in the exact degrees and character which to Congress may seem proper for the public good.*

Ankenbrandt v. Richards, 504 U.S. 689, 698 (1992) (quoting *Cary v. Curtis*, 3 How. 236, 245 (1845)) (emphasis added).

In this Congressionally-established system, Judge Crotty's judicial authority is limited to the Southern District of New York. Judge Crotty has no Authority to render decisions or compel the withdrawal of any cases outside his district, and the Appeals Court is tasked with the authority and obligation to supervise the district courts within the Second Circuit. *See In re Int'l Bus. Machines Corp.*, 45 F.3d 641, 645 (2d Cir. 1995) ("Our decision to issue mandamus in this instance is re-enforced by our responsibilities in the exercise of our supervisory authority over the administration of justice in the district courts.").

This Supreme Court in *Bill Johnson's Restaurants, Inc. v. NLRB*, 461, U.S. 731 (1983), set out the principle that "the right of access to the courts is an aspect of the First Amendment right to petition the Government for redress of grievances."

United States Supreme Court Justice O'Connor further observed that the First Amendment petition clause says nothing about success in petitioning —

"it speaks simply of the right of the people to petition the Government for a redress of grievances."

In June 2012, Judge Crotty had already remanded Petitioner's claims for legal malpractice and other attorney misconduct to other state and federal courts, see *Raghavendra v. Stober*, 11 Civ. 9251 PAC HBP, 2012 WL 2334538 (S.D.N.Y. June 18, 2012). Judge Crotty further expressly acknowledged his lack of subject matter jurisdiction on the attorney misconduct claims as follows:

> *"(Petitioner) Raghavendra's ..... objection concerns the Stober Defendants' ..... attorney misconduct. As stated in... prior opinion ..the Court lacks subject matter jurisdiction to hear these arguments...*

Judge Crotty now does not have any authority to compel the withdrawal of any of the "Elaborate Fraud (RICO), Collusion, Extortion & Bribery" Scheme claims in the E.D.N.Y. district court because "[t]he structure of the federal courts does not allow one judge of a district court.....to deny another district judge his or her lawful jurisdiction." *Dhalluin v. McKibben*, 682 F. Supp. 1096, 1097 (D. Nev. 1988); *see also CitiFinancial Corp. v. Harrison*, 453 F.3d 245, 251 (5th Cir. 2006) ("[A] district court judge, whether as a matter of respect and institutional orderliness... should shy from involvement in a case proceeding before another Article III judge.")

The E.D.N.Y. district court and Judges Joan Kenney and James P. McCormack of the New York

State Supreme Courts must decide all the disputes in their cases independently. *Cf. In re Korean Air Lines Disaster of Sept. 1, 1983*, 829 F.2d 1171, 1176 (D.C. Cir. 1987) (R.B. Ginsburg, J.) ("The federal courts spread across the country owe respect to each other's efforts and should strive to avoid conflicts... as each has an obligation to engage independently in reasoned analysis.").

Any improper assertion of jurisdiction or influencing the adjudication of claims before other courts have been the subject of successful mandamus petitions in other Courts of Appeals. See, *In re Flight Transportation Corporation Securities Litigation*, 764 F.2d 515 (8th Cir. 1985).

5. Non-Recusing Judge Crotty's Baseless $5,000/Day Fines is in Blatant Violation of 28 U.S.C 2283 (Younger Abstention/Anti-Injunction Act) and Improperly Prohibits Completion of Already Scheduled Jury Trial in Petitioner's 2003 Employment Discrimination Main Action in New York State Court and Prosecution of Attorney Misconduct Claims in State Courts.

28 U.S.C. § 2283 (Anti-Injunction Act) PROHIBITS a Federal Court from enjoining Petitioner's pending State Court litigation and expressly states that "**A court of the United States may not (issue an injunction to) stay proceedings in a state court....**" .

Further, this Supreme Court has already ruled that: "state and federal courts (are) not (to) interfere with each other's proceedings," *Donovan v. City of Dallas*, 377 U.S. 408, 412, 84 S. Ct.1579, 1582, 12 L. Ed. 2d 409 (1964)). See also *Ohio Civil Rights Comm'n v. Dayton Christian Schools, Inc.*, 477 U.S. 619, 627 & n.2 (1986) (*Younger* abstention appropriate pending outcome of state civil rights commission proceeding); *Telesco v. Telesco Fuel & Mason's Materials, Inc.*, 765 F.2d 356, 363 (2d Cir. 1985) (*Colorado River* appropriate where state court exercised jurisdiction for substantial time); *Steel Co. v. Citizens for Better Environ*, 523 U.S. 83, 101, 118 S. Ct. 1003, 140 L. Ed. 2d 210 [1998] [stating that, where jurisdiction is uncertain, federal courts can at most render a "hypothetical judgment"]

B. Mandamus is Appropriate Here Because Non-Recusing Judge Crotty's Baseless $5,000/Day Fines Raise Novel and Important Questions for Condoning Attorney Fraud & Bribery and Curtailment of Basic Constitutional Rights of the Petitioner and Issuing a Writ Will Aid in Administration of Justice

In determining whether mandamus is "appropriate", this Court looks "primarily for 'the presence of a novel and significant question of law . . and . . the presence of a legal issue whose resolution will aid in the administration of justice.'" *In re City of New York*, 607 F.3d at 939 (quoting *In re S.E.C. ex rel. Glotzer*, 374 F.3d 184, 187 (2d Cir. 2004)). Mandamus is appropriate here for both reasons.

1. **Non-Recusing Judge Crotty's Baseless $5,000/Day Fines and Injunction that Obstructs Expressly Agreed Arbitration and Prosecution of Recently Discovered "Elaborate Fraud (RICO), Collusion & Bribery ($330,000)" Scheme Masterminded by Petitioner's Own One-of-Six-Cases/Client-Betraying Attorney Stober Raises Novel Questions of Law**

The novel and extraordinarily significant questions presented here include:

(1) A district court judge should not allow Plaintiff's own (one-of-six-cases) attorney (Stober) **to betray and litigate against his own client** to obstruct any expressly agreed arbitration and for hijacking all of his client's other pending civil rights litigation on which he was never retained on.

(2) A district court judge should not **obstruct an** any **litigation, including appeal to the United States Supreme Court,** in other courts by imposing immediately effective baseless sanctions such as $5,000/day fines to cover-up his own corrupt practices.

To Petitioner's knowledge, this petition is the first test of such an injunction/order in any federal court. Courts have found a question of law to be "novel and significant" where no Court of Appeals case – and only a few district court cases -- address the question. *United States v. Coppa*, 267 F.3d 132, 138 (2d Cir. 2001). Defendants have been unable to

point to a single time an order containing anything like the 2017 injunction at issue here has been entered, let alone been challenged. All of these issues carry great "significance" to the structure of federal courts, and warrant mandamus relief.

2. Resolution of Non-Recusing Judge Crotty's Extrajudicial Favoritism, Corrupt Practices, and Obstruction of Justice Related Issues Raised by this Petition Will Aid in the Administration of Justice Without Any Criminal Prosecution

The 2017 injunctions/orders issued by Judge Crotty interfere with federal law and the appellate jurisdiction of both the Second Circuit and Appellate Divisions of the New York State Supreme Courts and that of the United States Supreme Court. This Court's mandamus power "extends to those cases which are within its appellate jurisdiction," and "a function of mandamus . . . is to remove obstacles to appeal." *Roche v. Evaporated Milk Ass'n*, 319 U.S. 21, 25-26 (1943).

Mandamus is "especially appropriate" to immediately end Judge Crotty's CORRUPTION and obstruction of justice by repeated denying he expressly agreed arbitration and improper interference in the jurisdiction of the other federal and state court judges. See, *Borja v. U.S. Dist. Court*, 919 F.2d 100, 101 (9th Cir. 1990).

C. The Petitioner's Right to the Writ is Clear and Indisputable

1. Because Non-Recusing Judge Crotty's $5,000/Day Fines and Any Related Civil Rights Conspiracy Allows the Defendants – Including His Friend/"Financial-Interest" & Petitioner's Own One-of-Six-Cases/Client-Betraying Attorney Stober – to Prevent Organization of First Anti-Discrimination "Minority Employment Association" at 265-Years Old Columbia, Petitioner Lacks Any Adequate Alternative to Mandamus Relief

Because Judge Crotty's injunction/order allow the Defendants – including his friend/ "financial-interest" and Petitioner's own one-of-six-cases/client-betraying attorney Stober – to commit perjury, fraud, and obstruction of justice with by abusing his power to impose $5,000/ Day fines on the 57-Years Old , highly respected, civil rights Plaintiff to suppress any further civil rights and elaborate fraud scheme litigation, Petitioner lacks any adequate alternative to mandamus relief.

Petitioner will suffer direct prejudice in <u>every</u> decision made pursuant to the December 2017 injunction. Being subject to the rulings of a (corrupt) judge without any authority to enter them is a harm not correctable. Courts have held that appeal from a final judgment is not an adequate alternative to mandamus relief where—as here—the district court creates a extraordinary situation that "is governed

by no express statutory authority." *Stein*, 486 F.3d at 761–62; see also *United States v. Microsoft Corp.*, 147 F.3d 935, 954 (D.C. Cir. 1998) ("[A]t least at some point, even the temporary subjection of a party to a Potemkin jurisdiction so mocks the party's rights as to render end-of-the-line correction inadequate.").

Whenever an injunction is issued by Judge Crotty to not litigate claims in any other court, Petitioner will be harmed. And if the injunction are not challenged now, Petitioner's objections may be mooted by compliance with (corrupt) Judge Crotty's injunction. *See In re von Bulow*, 828 F.2d 94, 98 (2d Cir. 1987) ("Compliance with the order destroys the right sought to be protected.")

2. Preventing Non-Recusing Judge Crotty from Further Aiding & Abetting the Elaborate Fraud Scheme Masterminded by Petitioner's Own One-of-Six-Cases/40-Hours/ Client-Betraying Attorney Stober Against His Own Client in Exchange for At Least a $215,000 "Bribe" Payment From Columbia Warrants Mandamus Relief

Petitioner's cases must be remanded back to Second Circuit to vacate all the baseless injunctions and for disgorgement of all bogus attorney fee determinations as fraud and breach of fiduciary duty requires the disgorgement of all ill-gotten gains. See, *Excelsior 57th Corp. v. Lerner,* 160 A.D. 2d 407, 408-09, 553 N.Y.S. D 763, 764 (1st Dept 1990). Also, where an attorney breaches his fiduciary duty and or

engages in unethical conduct to the harm of his client, the attorney forfeits his rights to any fee recovery. See *Louima v. City of New York*, 2004 U.S. Dist. LEXIS 28886, 2004 WL 2359943, at 88, 90-91 (EDNY Jul 21, 2004.).

CONCLUSION

The writ of certiorari petition should be granted to allow for mandamus relief to organize the first Equal Opportunity Promoting "Minority Employees Association" at the 265-years old prestigious Columbia University. This will restore the basic constitutional rights of its thousands of minority employees and or victims of illegal discrimination, despite over eight years of perjury, attorney fraud, bribery, extortion, and egregious judicial misconduct.

Dated: October 5, 2018

Respectfully Submitted,

/s/ *R. S. Raghavendra*

R (Randy) S. Raghavendra, *M.B.A.*
Founder, Racial Equality Struggles for
Columbia University Employees
(RESCUE) Ad Hoc Committee
POBox 7066, Hicksville, NY, 11802
(646) 229-9971
*Petitioner***
***(** A U.S. Supreme Court admitted attorney will be retained for all briefing and oral arguments.)*