No. _____

IN THE
SUPREME COURT OF THE UNITED STATES

Michael Garry. Petitioner

V

American Standard Trane U.S. Inc., "et al"
Respondents

On Petition for a Writ of Certiorari, In Forma Pauperis To The Supreme Court of Wisconsin

(Name of Court that last ruled On the Case)

PETITION FOR A WRIT OF CERTIORARI IN FORMA PURPERIS

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IN THE

SUPREME COURT OF THE UNITED STATES

PETITION FOR WRIT OF CERTIORARI

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

OPINIONS BELOW

[ ] For cases from **federal courts**:

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

[ ] reported at _____; or,
[ ] has been designated for publication but is not yet reported; or,
[X] is unpublished.

The opinion of the United States district court appears at Appendix D, E to the petition and is

[ ] reported at _____; or,
[ ] has been designated for publication but is not yet reported; or,
[X] is unpublished.

[ ] For cases from **state courts**:

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

[ ] reported at _____; or,
[ ] has been designated for publication but is not yet reported; or,
[X] is unpublished.

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

[ ] reported at _____; or,
[ ] has been designated for publication but is not yet reported; or,
[ ] is unpublished.

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JURISDICTION

[ ] For cases from **federal courts**:

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

[ ] No petition for rehearing was timely filed in my case.

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

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

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

[X] For cases from **state courts**:

The date on which the highest state court decided my case was MAY 28, 2002
A copy of that decision appears at Appendix B.

[X] A timely petition for rehearing was thereafter denied on the following date: APRIL 5, 2018, and a copy of the order denying rehearing appears at Appendix A.

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

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

Statement of Jurisdiction.

This Court's jurisdiction is timely invoked under the All Writs Act, 28 U.S.C. § 1651 28 U.S.C. § 1254, 28 U.S.C. §1257 and Rule 10 and 13, of the Rules of the Supreme Court of the United States.

INTRODUCTION

This case presents the kind of extraordinary circumstances in which this Court exercises its discretionary authority to issue a writ of Certiorari.

The Writ for Certiorari should issue because of the Wisconsin Supreme Court's refusal to compel Wisconsin Lower Courts and the Respondents to comply with this Court's authority, rules and precedents, which clearly contravenes applicable rules of procedure.

This Court's intervention is critical to ensure the integrity of the Appellate Process, and that Due Process of the Rule of Law is followed, and to curb the Abuse of Discretion, and Usurpation of Power by Wisconsin Appeals Court, and other Wisconsin Lower Courts, as shown from the record.

Also to curtail the Wisconsin Lower Courts and by the Respondents, American Standard Trane US Inc.,Travelers Insurance, and Ernst & Young of the violation of Federal Rules of Procedure and Evidence, and from their wilful refusal to comply with this Court's authority, rules of procedure and evidence and precedents.

Statement of the Case

Garry had an accident at work in February 1991, sustaining herniated and protrusion of the nucleus pulposus of the disc at the bottom and neck area of his back and injury to his left knee.
The accident happened in The Sultanate of Oman and because of these injuries, which were serious, a medical tribunal in the Sultanate of Oman, on May 31 1992 deemed him unable to work again.

His employer The Trane Company refused Garry duty of care in the form of any medical intervention which totally inhibited any rehabilitation in Garry's condition and prevented him from possibly being able to resume his career as an engineer and to alleviate the chronic pain he was suffering.

Hearing at the Wisconsin Labour and Industry Court

In February 1993, Garry obtained the service of a pro -bono lawyer who instigated a claim for Workers' Compensation in the Wisconsin Labour and Industry Court, to claim for health care, loss of salary and for chronic pain and suffering.

On March 11 1993, by letter, Garry's pro bono lawyer submitted to Travellers Insurance copies of two separate American employment agreements that controlled Garry's employment with the Trane Company. At this time, he requested from the Trane Company, any documents from Garry's personal file.
See Appendix (L) Copy of letter to Travellers Insurance.
Dated March 11, 1993.

Again by letter on December 1 1993 under Rules of Procedure 26. Duty to Disclose; General Provisions Governing Discovery, Garry's lawyer further requested copies of all documents relating to Garry's employment.

See Appendix (M) Copy of letter from Garry's lawyer to respondents requesting all documents relating to his employment.
Dated December 1, 1993.

The court hearing was held on February 24 1994, in Milwaukee but the respondents failed to furnish Garry's lawyer with any documents from his file.

The denial to furnish these documents resulted in Garry going to court without him being able to cross - examine the respondents, regarding the contents of any of these documents and was in contravention of Rule 26 (a) (ii) (B) (C) (E)
Rule 7.1 Corporate Discovery

A ruling at the hearing was made by Admin. Law judge Phillips, to allow the record to be left open for Garry to be able to receive and submit any evidence from any documents presented by the the respondents from Garry's personnel file.

On May 3 1994, 69 days after the court hearing the respondents produced what was represented to be a list of Garry's complete personal file.

See Appendix (N) Copy of letter from respondents with list of document from Garry's personnel file. Dated May 3, 1994

Neither a "Letter of Appointment," nor copies of two American employment contracts, were disclosed.

This was a gross misrepresentation and again in violation of all sections Rule of Rule 26 and 7.1 Corporate Disclosure.

The "Letter of Appointment" was a letter of appointment from L.A. Mooney, Service Administration Manager, dated July 10th 1979 offering Garry employment, in which it stated in pertinent part :-
"Please review the contract carefully and advise if you have any questions. If you decide to accept our offer of employment (and we hope you do) please sign it and insert the date you will be free to join us.
Send both copies to La Crosse, we will counter-sign it and return one copy for your record."
See Appendix (V) final paragraph, Letter from L.A. Mooney dated July 10, 1979.

This document would have been critical in proving that Garry's contract was executed in La Crosse, Wisconsin, which under the Restatement of Contracts § 74 (1932) Provides :- "A contract is made at the time when the last act necessary for its formations to be done and at the place where that final act is done"

The two American Employment Contracts that had been submitted and stipulated into the record, were totally ignored by the judge. Both contracts stated in pertinent part the following :- Under Disputes

" If the employee and Trane SA disagree on the terms of this employment under this Agreement, the dispute shall be referred to Trane SA's parent company. The Trane Company, a Wisconsin Corporation with its principle place of business in La Crosse. The laws of the State of Wisconsin shall be the governing law of any disputes under this agreement."
See Appendix (U) and (W) copies of the American Employment Contracts. Dated Dec. 1978 and Nov. 1984

Seven months later on December 7, 1994 Garry's Lawyer received a letter from the American Standard Trane US Inc., informing him that they had submitted an affidavit to the Court, together with an alleged Arabic employment contract, for it to be received into the record.
The alleged employment contract was a one page document written In Arabic with an uncertified translation.

See Appendix (Q) Copy of alleged one page Arabic contract.

Garry submitted an affidavit, that this "alleged contract" was one page of a five page

document from The Trane Company to the Sharjah, United Arab Emirates, Ministry of Labour, for a request for a work visa, stating that Garry's contract was in accordance with U.A.E proscribed labour law.

This was in violation Rule 106 Remainder of or Related Writings or Recorded Statements, which states :-
"If a party introduces all or part of a writing or recorded statement, an adverse party may require the introduction, at that time, of another part—or any other writing or recorded statement that in fairness ought to be considered at the same time."

The introduction of this alleged contract by the respondents was in violation of The Rules of Procedure 26 in that disclosure was not made at the time as specified in Rule 26. (a) (i i) (E) (B)

In a letter of objection from Garry's lawyer to judge Phillips, he said in pertinent part the following :- " The record was not held open to allow the respondents to file further documentary evidence in support of its position."

See Appendix (O) Copy of letter from Garry's lawyer to Judge Phillips objecting to the alleged Arabic contract. Dated Dec. 9, 1994

The respondents were clearly aware of the existence of the undisclosed " Letter Of Appointment, " which, seen in context with the American Standard Trane US Inc., introduction of this alleged Arabic contract, was a deliberate misrepresentation to intentionally mislead the court, and was an act of Fraud on the Court

The basic standards governing fraud on the court are reasonably straight forward. As set forth in Cox v. Burke, 706 So. 2d 43, 47 (Fla. 5th DCA 1998):"

"The requisite fraud on the court occurs where "it can be demonstrated, clearly and convincingly, that a party has sentiently set in motion some unconscionable scheme calculated to interfere with the judicial system's ability impartially to adjudicate a matter by improperly influencing the trier of fact or unfairly hampering the presentation of the opposing party's claim or defence."

However, in a letter dated January 26 1995, from Admin Law Judge Phillips, he stated, over the objection of Garry's lawyer, he would receive the alleged Arabic employment contract into the record.

This was an Abuse of Discretion and / or Usurpation of Power by Judge Phillips violating Rule 26 regarding disclosures and Rule 16(a) pretrial controlling and scheduling discovery.
See Appendix (P) Copy of letter from Judge Phillips to Garry's Lawyer Overruling his objection. Dated January 26, 1995

"We review a trial court's imposition of sanctions under an abuse of discretion standard of review. See Mercer v. Raine, 443 So. 2d 944, 946 (Fla. 1983); Tramel v. Bass, 672 So. 2d 78, 82–83 (Fla. 1st DCA 1996). As the Mercer court explained: " `To justify reversal, it would have to be shown on appeal that the trial court clearly erred in its interpretation of the facts and the use of its judgment

and not merely that the court, or another fact-finder, might have made a different factual determination."

In this same letter the judge issued a brief scheduling, the applicants brief being February 15 1995, and the respondents brief to be due March 1, 1995.

However on March 9, 1995, 8 days after the court date line, and over a year after the court hearing , the respondents, American Standard Trane US Inc., Travelers, and Ernst & Young submitted a final brief, in which they submitted further new evidence, in violation of Rules of Procedure Rule 26 and Rule 7.1 Corporate Disclosure.

This new evidence submitted by the Respondents had never been disclosed before, or stipulated into the record, and was without any collaborating documentary proof according to Rule 7.1 Corporate Disclosure, which prevented Garry the opportunity to cross examine or analyse this new evidence.

See Appendix (R) Copy of respondents, Trane Company and Travelers Insurance Company, final brief. Dated March 9, 1995

This new evidence was in contradiction to the "Alleged" one page Arabic contract, that they had previously, illegally submitted. This new evidence stated the following :-
."At the time of his injury, the applicant was based in Oman and was an employee of Trane S.A.
Trane SA. is a Swiss corporation, that does no business in Wisconsin.
Trane S.A. is wholly owned by The Trane Company a Delaware corporation, that also conducts no business in the United States.
The Trane Company (the Delaware corporation) is wholly owned by American Standard Inc. which is headquartered in New York State. Trane the entity in La Crosse, Wisconsin, is a division of American Standard."

Ultimately it still stated that American Standard Trane US Inc., wholly owned the entity, Trane Company La Crosse, Wisconsin.

This was very ambiguous evidence, presented by American Standard Trane US Inc., when seen in context of the Supreme Court case Hertz V Friend case 28 U.S.C § 1332 (C) (1) The Federal Diversity Jurisdiction Statue.

This very ambiguous evidence was a wilful misrepresentation inferring that Garry's employment contract was now vested with this entity, Trane S.A. which was a Swiss based company.

It was also in contradiction to what was stated in the American Employment Contracts, where, under **Disputes**, . they stated the following :-
" If the employee and Trane SA disagree on the terms of this employment under this agreement, the dispute shall be referred to Trane SA's parent company. The Trane Company, a Wisconsin corporation with its principle place of business in La Crosse."

Trane SA was a shell company registered in a tax haven country, Switzerland, which was constituted by American Standard in collusion with Ernst & Young, accountants who administered this Shell Company from an address in Switzerland.

See Appendix (T) Copy of Swiss Commerce register. Dated. 1996

In Desimone v. Old Dominion Ins. Co., 740 So. 2d 1233 (Fla. 4th D.C.A. 1999) **(trial court's dismissal of action was justified because of plaintiff's fraud during discovery);**
Baker v. Myers Tractor Services, Inc.,765 So. 2d 149, 25 Fla.L. Weekly D1561 (Fla. 1st D.C.A. 2000); Babe Elias Builders, Inc. v. Pernick, 765 So.2d 119 (Fla. 3d D.C.A. 2000); Rosenthal v. Rodriguez, 750 So. 2d 703 (Fla. 3d D.C.A. 2000); Metropolitan Dade County v. Martinsen, 736 So. 2d 794 (Fla. 3d D.C.A.1999); Hanono v. Murphy, 723 So. 2d 892, 895 (Fla. 3d D.C.A. 1998));Savino v. Florida Drive in Theatre Management, Inc., 697 So. 2d 1011 (Fla. 4th D.C.A. 1997); Mendez v. Blanco, 665 So. 2d 1149 (Fla. 3d D.C.A. 1996).

In a letter dated May 13, 1996, from a Swiss lawyer to Garry, it stated in pertinent part the following :- "Although you were formally employed by the Swiss subsidiary of a U.S.A. parent company you never worked or resided in Switzerland, before or during your contractual relationship with Trane SA (1978 to 1991).
With regards to insurance coverage for employees working abroad, the applicable Swiss law requires that the employee worked and, therefore, was mandatorily insured in Switzerland before being sent abroad by his Swiss employer." " With regard to Swiss contract law, you do not have a claim against Trane SA either. First of all, the agreement was **governed by Wisconsin law** and subsidiarily, by Oman law." (Garry's emphasis)

See Appendix (Y) Copy of letter from Swiss Lawyer to Garry. May 13, 1996,

This was, was an Abuse of Discretion, Usurpation of Power, and Impartiality against Garry, by Judge Phillips. In allowing this new evidence into the record in violation of Rule 26.

"Abuse occurs when a material factor deserving significant weight is ignored, when an improper factor is relied upon, or when all proper and no improper factors are assessed, but the court makes a serious mistake in weighing them." In (2000) Independent Oil and Chemical Workers of Quincy, Inc. v. Procter & Gamble Mfg. Co., 864 F.2d 927, 929 (1st Cir. 1988); see also Anderson v. Cryovac, Inc., 862 F. 2d 910, 923 (1st Cir. 1988) (to warrant reversal for abuse of discretion, it must "plainly appear[ ] that the court below committed a meaningful error in judgment"

This together with a claim by Garry of Ineffective Assistance by his Counsel who did not properly challenge these violations of the Rules of Procedure and contraventions of Federal and Wisconsin statutes, and who, at this juncture resigned from representing Garry.

"The ineffective assistance of post conviction counsel does not provide cause to excuse the procedural default of ineffective-assistance-of-appellate-counsel claims." Gonzales v. Carhart 550 U.S. 124 (2007)

On March 29 1996, Judge Phillips made a Finding of Fact, and Order, which in context to the time taken to execute this, did not adhere to the Rules of Procedure Rule 16 General and Pretrial Conferences; Scheduling Management, 16 (1) expediting disposition of the action.

The fact that the Judge Phillips used this new, and unlawfully introduced evidence, in his summation of facts, was an Abuse of Discretion, which was further compounded by Judge Phillips when he summarised, that the controlling case in Wisconsin was Horton v Haddow 186 Wis. 2d 184 .519 N.V. 2 736 (1994).in stating the following :-

" In Horton, supra, the Court of Appeals determine that the phrase "contract for hire in this state" require that we look at the place where an employment offer has been accepted to determine where the contract was made."

The determining factor in the Horton v Haddow case was the fact that the negotiation of the contract was done by telephone. Where the applicant, who was phoning from another state accepted an offer of employment.
The Court of Appeal deemed that the applicant had accepted the offer of employment in the state from which he was phoning.

Judge Phillips erred, in that his summation was a misstatements of fact and law, the learned trial judge erred in law in his directions, and failed to take into account all relevant considerations before coming to his findings that the appellant was not prejudiced or that there was no danger of him being prejudiced or the trial undermined.

See Appendix (I) Copy of Oder of Wisconsin Industry and Labour Court
Dated March 29, 1996.

The unambiguous clause in Garry's American Employment Contracts, under disputes, clearly shows the intent of the respondents, that Wisconsin law would apply in any dispute.
While the undisclosed "Letter of Appointment" proved beyond doubt that Garry's contract was executed in La Crosse, Wisconsin and clearly shows how critical the undisclosed document "Letter of Appointment " would have been to Garry, in proving his case.

See Handal v American Farmers Mut. Cas. Co,, 79 Wis. 2d.67, 255 N.W. 2d.903.

See PETERSON v WARREN, Supreme Court of Wisconsin. June 7, 1966.

See also Urhammer JoAnn), Plaintiff and Respondent, v Olson, No. 246 Supreme Court of Wisconsin

This case also brings into question of the civil rights of indigent person in being denied Due Process of the Rule of Law under the 5th and 14th Amendments,

because of financial constraints, he is unable to obtain adequate, legal counsel to vigorously pursue his case, and in view of any exploration of a civil right to counsel, a right, often labeled a "civil Gideon"

A petition to the State of Wisconsin Labour and Review Commission As a Pro Se Litigant.

In July 1996 Garry filed a petition to the State of Wisconsin Labour and Review Commission, for a review of the commission law judge's order in this matter.

Garry's petition was made under section 102.18 (3) Which states:-
The commission shall dismiss a petition which is not timely filed **unless the petition shows probable good cause that the reason for failure was beyond the petitioner's control.** (Garry's Emphasis)

Garry's explanation that his U.A.E visa had been revoked and he had to return to his place of residence in South Africa, and because the courts were using normal mail, it was taking many weeks for Garry to receive mail from the U.S.A.

The code 102.18 (3) in itself is not a statute and states that the Review Commission has discretion on this issue.

See Appendix (G) Page (8) Copy of Decision and Order of **Wisconsin Labour and Review Commission.** Dated August 21, 1996

Petition to Wisconsin Circuit Court for a Judicial Review of his Case.

Garry petitioned the Wisconsin Circuit Court, as a Pro Se Litigant, for a review of his case in pursuance of Sec. Wis. § Stats. 806.07 (1) (b) (c) :- Relief From Judgement or Order (b) Newly discovered evidence which entitles a party to a new trial under Sec.§ 805.15 (3) Stats., Fraud, Misrepresentation, or other misconduct of an adverse party.

His petition was in pursuance of the newly discovered evidence of the "Letter of Appointment," he had presented in his petition, this document, together with the two American contracts, were of critical importance to his case. .

See Appendix (K) Copy of Garry's brief in support of his petition for a Judicial review. Dated May 11, 2001

Garry concluded in outlining his reason for his petition, for a review of his case to the
Wisconsin Circuit Court, that American Standard Trane US Inc.,and Travelers Insurance, had failed to disclosed this very critical document.

The fact that Garry had now submitted this newly discovered evidence and the reason why it was critical to his case, under Wis.§ stats.806.07 (1) (b) (c), and Federal Rules of Procedure and Evidence specifically Federal Rule 26, (b). The fact is of consequence in determining the action, it should have been accepted into the court record and its taken into consideration.

Motion To Dismiss By The Respondents

In a Motion to Dismiss Garry's petition both respondents, The Trane Company, and Travelers Insurance Company, together with the Wisconsin Department of Justice for the Wisconsin Labour and Review Commission moved a "Motion to Dismiss under Sec. Wis. § 102.23 (1) (a), In doing so they contravened this very Statute which states in the first paragraph the following :-

"The finding of fact made by the commission acting within its power shall, in the **Absence of Fraud** be conclusive," (Garry's Emphasis)

The Respondents American Standard and Travelers Insurance together with the Wisconsin Department of Justice, were aware of the Substantive Issues raised by Garry In his petition, namely the newly discovered evidence document, and by being aware of this undisclosed document "Letter of Appointment" evidence, it showed an Abuse of Discretion and violation of. W. Prossser, Law of Torts 109, at 725, 4th ed. 1971).

This document, the "Letter of Appointment" together with Garry's two American Employment Contracts, would have been critical in proving that Garry's contract was executed in La Crosse, Wisconsin, which under the Restatement of Contracts § 74 (1932) Provides :- "A contract is made at the time when the last act necessary for its formations to be done and at the place where that final act is done"

See Appendix (H) Copy of brief of Wisconsin Justice Department "Motion to Dismiss."

Judge O'Brian was totally aware, in her "Notice of Briefing Schedule" Re. "Motion to Dismiss," by the Respondents , Dated May 1, 2001 she stated the following:- " This briefing schedule will cover only the motions to dismiss and not the **Substantive Issues** raised by Mr. Garry's petition." (Garry's Emphasis)

The Substantive issue was the undiscovered "Letter of Appointment "

The erroneous assertion by Judge O'Brian was in violation of Garry's right to a hearing and a contravention of Rule 56 Summery Judgment, by disregarding compelling evidence, and Sec. Wis. § Stats. 806.07 (1) (b) (c) :- Relief From Judgement or Order (b) Newly Discovered Evidence which entitles a party to a new trial underSec.§ 805.15 (3)Stats., Fraud, Misrepresentation, or other misconduct of an adverse party, and 28 USCA § 60 (b).

Judge O'Brian, . . . also showed an Abuse of Discretion by the contravention of Rule 56(c)(2) to establish the absence of a genuine issue of material fact and entitlement

to judgment as a matter of law.

See New York Times Co. v. Sullivan, 376 U. S. 254.
(i) If, after granting a continuance to allow specified additional discovery, the court determines that the party seeking summary judgment has unreasonably failed to allow the discovery to be conducted, the court shall grant a continuance to permit the discovery to go forward or deny the motion for summary judgment or summary adjudication. This section does not affect or limit the ability of any party to compel discovery under the Civil Discovery Act.

See Celotex Corp. v. Catrett, 477 U.S. 317 (1986) and Anderson v. Liberty Lobby, Inc., 477 U.S. 242 (1986)

Under Federal Rule 56 Summery Judgement, the court unreasonably failed to allow the discovery to be conducted and was an Abuse of Discretion and/or a Usurpation of Power, which was prejudicial to Garry.

"An issue of material fact is one "that might affect the outcome of the suit under the governing law. The movant may also support its motion for summary judgment with documents, answers to interrogatories, and deposition transcripts obtained in discovery."
See New York Times Co. v. Sullivan, 376 U. S. 254.

Judges O'Brians summation was stated as follows :- " Garry now seeks judicial review pursuant to § 102.23(1). Trane and LIRC seek dismissal of Garry's petition for Judicial Review for lack of subject matter jurisdiction on grounds that Garry's petition was not timely."
See Appendix (E) Page (3) paragraph (2) Copy of Judge O'Brian " Decision and Order Granting Defendants Motion To Dismiss, Petition for Judicial Review Based Upon Lack of Subject Matter Jurisdiction."
Dated September 19, 2001

Judge O'Brian failed in her duty to observe those Rules of Procedure and Evidence and denied Garry the right to a fair and just trial by not adhering to those rules.

"Abuse occurs when a material factor deserving significant weight is ignored, when an improper factor is relied upon, or when all proper and no improper factors are assessed, but the court makes a serious mistake in weighing them.
" Independent Oil and Chemical Workers of Quincy, Inc. v. Procter & Gamble Mfg. Co., 864 F.2d 927, 929 (1st Cir. 1988); see also Anderson v. Cryovac, Inc., 862 F.2d 910, 923 (1st Cir. 1988) (tinder, might have made a different factual determination."No Person, Company or Entity should ever be allowed, irrespective of time constraints, to cause Fraud on the Court without facing the consequences of their actions.

In Sawyer v. Pierce, 580 S.W. 2d 117, 125 (tex. Civ. App 1979), the court said :- [*183] "One notable exception to the general rule is that where one party who possesses a superior knowledge as to the law takes advantage of the other party's ignorance in that respect, and intentionally makes a misrepresentation concerning the law for the purpose of deceiving the other party and actually succeeds in that

respect, [the person making the fraudulent misrepresentation] may be held responsible for his conduct."

To warrant reversal for abuse of discretion, it must "plainly appear[ ] that the court below committed a meaningful error in judgment").As reiterated in Baker v. Myers Tractor Services, Inc., 765 So. 2d 149 Fla. 1st DCA 2000):

Desimone v. Old Dominion Ins. Co., 740 So. 2d 1233 (Fla. 4th D.C.A. 1999) (trial court's dismissal of action was justified because of plaintiff's fraud during discovery); Baker v. Myers Tractor Services, Inc.,765 So. 2d 149, 25 Fla. L. Weekly D1561 (Fla. 1st D.C.A. 2000); Babe Elias Builders,Inc. v. Pernick, 765 So. 2d 119 (Fla. 3d D.C.A. 2000); Rosenthalv. Rodriguez, 750 So. 2d 703 (Fla. 3d D.C.A. 2000); Metropolitan Dade County v. Martinsen, 736 So. 2d 794 (Fla. 3d D.C.A.1999); Hanono v. Murphy, 723 So. 2d 892, 895 (Fla. 3d D.C.A. 1998)Drive In Theatre Management, Inc., 697 So. 2d 1011 (Fla. 4th D.C.A. 1997); Mendez v. Blanco, 665 So. 2d 1149 (Fla. 3d D.C.A. 1996).

We review a trial court's imposition of sanctions under an abuse of discretion standard of review. See Mercer v. Raine, 443 So. 2d 944, 946 (Fla. 1983); Tramel v. Bass, 672 So. 2d 78, 82–83 (Fla. 1st DCA 1996). As the Mercer court explained: "[T]o justify reversal, it would have to be shown on appeal that the trial court clearly erred in its interpretation of the facts and the use of its judgment and not merely that the court, or another fact-finder, might have made a different factual determination."

in Herring V U.S.A. It was Argued: July 15, 2005 : UNITED STATES COURT OF APPEALS FOR THE THIRD CIRCUIT No. 04-4270 Before ALITO, VAN ANTWERPEN and ALDISERT.
" Because an important question of the Government's privilege to resist discovery is involved, we granted certiorari."

A Petition for a Reconsideration to The Wisconsin Circuit Court

In Garry's Petition for a "Reconsideration Motion," Judges O'Brian, in her summation again, asserted " Garry's reconsideration motion asserts a **substantive issue that was raised in his petition** " Garry's motion was denied. (Garry' Emphasis)

See Appendix (D) Copy of denial by Wisconsin Circuit Court for a "Reconsideration Motion" by Garry. Dated November 9, 2001

A Motion for a Rehearing to the Wisconsin Court of Appeals

Garry specifically stated in his response brief that his petition was in pursuance of Sec. Wis . 806.07 (1) (b) (c).

Garry presented a petition for a "Reconsideration Motion" to the Wisconsin Appeals Court, on the basis that his petition for a judicial review to Wisconsin Circuit Court was in pursuance of Sec. Wis . 806.07 (1) (b) (c).

See Appendix (C) Order and Decision of the Wisconsin appeal Court
Dated May 20, 2002

Garry's brief stated that his appeal was specifically In pursuance of Sec.Wis .806 . 07 (1) (b) (c), and cited the following case in his brief,Stuart v Stuart, 140 Wis.2d 455, 464,410, N.W.2d 632,637. Which says in pertinent part the following :-

" While Suzanne's motion cited Sec .§ 807(1) (b) and (h) stats; as authority for relief, sec . 767 . 27 (5) was clearly applicable. Even if Sec . § 806 :07 did not apply to the case because the motion was not brought within the statuary time constraints, we will not allow David's **Fraud on the Court** to continue merely because counsel for Suzanne mistakenly cited an incorrect statue."
See Appendix (J) Page (10) Copy of Garry's brief to Wisconsin Appeals Court
Dated April 28, 2002

The denial of the Wisconsin Appeals Court to hear Garry's appeal was in contravention and violation of the Rules of Procedure, and Evidence Sec. Wis. § Stats. 806.07 (1) (b) (c) :- Relief From Judgement or Order (b) Newly discovered evidence which entitles a party to a new trial underSec.§ 805.15 (3)Stats., Fraud, Misrepresentation, or other misconduct of an adverse party, 28 USCA § 60 (b), and in context to the case cited, shows that the court erred in denying Garry's case.

Appeal to the Supreme Court of Wisconsin

The court stated that they were considering a motion from Garry, to extend the time in which to file a petition to review the **Court of Appeal** decision of May 20, 2002.

This was erroneous, in that Garry's petitions, to the Wisconsin Appeals Court and Wisconsin Lower Courts, had been pursued specifically under Rules, 26. Duty to Disclose; and 806.07 (1) (b) (c) :- Relief From judgement or Order (b) newly discovered evidence.
The Court failed to consider compelling, mitigating evidence Garry had presented in his petition.

Reasons for the Petition For A Writ Of Certiorari

Petitioner asks this Court to grant certiorari to exercise its supervisory power, as set forth in Supreme Court Rule 10(a) (c), in pursuance of 28 USCA § 60 (b) (2) (3),

This Court's intervention is critical to ensure the integrity of the Appellate Process, and that Due Process of the Rule of Law is followed, and to curb the Abuse of Discretion, and Usurpation of Power by Wisconsin Appeals Court, and other Wisconsin Lower Courts, as shown from the record.

Also to curtail the Wisconsin's Appeals Court and other Wisconsin Lower Courts and the Respondents, American Standard Trane US Inc.,Travelers Insurance, and Ernst & Young from their wilful refusal to comply with this Court's authority, rules and precedents, which would aid this Court's appellate jurisdiction.

The Applicant, Michael Garry, sought a review of the Order of Wisconsin Supreme Court, dated May 28, 2002, under Wis. stats § 808.10,Wis.stats § 809.62 (1g) (a) and 809.(1r) (a) (c) (2) in pursuance of 28 USCA § 60 (b) (2) (3),

See Appendix (B) Copy of that Decision. Dated May 2, 2002

See Hazel-Atlas Glass 322 U.S. 238 (1944), it stated in pertinent part :-
" Every element of the fraud here disclosed demands the exercise of the historic power of equity to set aside fraudulently begotten judgments. this is not simply a case of a judgment obtained with the aid of a witness who, on the basis of after-discovered evidence, is believed possibly to have been guilty of perjury. Here, even if we consider nothing but Hartford's sworn admissions, we find a deliberately planned and carefully executed scheme to defraud not only the Patent Office but the Circuit Court of Appeals. Cf. Marshall v. Holmes, supra. Proof of the scheme, and of its complete success up to date, is conclusive. Cf. United States v. Throckmorton, supra. And no equities have intervened through transfer of the fraudulently procured patent or judgment to an innocent purchaser. Cf. Ibid; Hopkins v. Hebard, 235 U.S. 287, 35 S.Ct. 26, 59 L.Ed. 232."

in Herring V U.S.A. It was argued: July 15, 2005 : UNITED STATES COURT OF APPEALS FOR THE THIRD CIRCUIT No. 04-4270 Before ALITO, VAN ANTWERPEN and ALDISERT.
The non - disclosure of documents was critical in this case. The opinion of the court in pertinent parts is stated as follows :-
"These suits under the Tort Claims Act arise from the death of three civilians in the crash of a B-29 aircraft at Waycross, Georgia, on October 6, 1948.
" Because an important question of the Government's privilege to resist discovery is involved, we granted certiorari."

based on Fed.R.Civ.P. 60 (b)(6). Federal cases :-
" interpreting that provision indicate that it must be liberally construed to allow relief from judgments "whenever such action is appropriate to accomplish justice."
See Klapprott v. United States, 335 U.S. 601, 615 (1948).

See Schlagenhauf v. Holder, 379 U.S. 104, 109–10 (1964) (quoting Roche v. Evaporated Milk Ass'n, 319 U.S. 21,24 26 (1943)).

The Clerk of the Court, Sheila T. Reiff, for the Wisconsin Supreme Court, was manifestly wrong and defied this Court's precedent in dismissing Garry's petition for review, she failed to consider compelling mitigating evidence of newly discovered evidence, which was the reason Garry had petitioned, the Wisconsin Circuit Court, and Appeals Court, under Wis.§ stats.806.07(1) (b) (c), which led from a violation of Federal Rules Procedure and Evidence Rule 26 (a) (ii) (B) (C) (E), by American Standard Trane US Inc., Travelers Insurance and Ernst & Young.

See Appendix (A) Copy of that Decision of Wisconsin Supreme Court.
Dated April 5 2018.

Garry's brief to the Appeals Court, emphatically stated that his appeal was in pursuance of Wis.§ stats.806.07(1) (b) (c), and cited the following case :-

"Stuart v Stuart,140 Wis.2d 455,464,410, N.W.2d 632,637. It says in pertinent part :- "While Suzanne's motion cited Sec .§ 807(1) (b) and (h) stats; as authority for relief, sec . 767 . 27 (5) was clearly applicable. **Even if Sec . § 806 .07 did not apply to the case because the motion was not brought within the statuary time constraints, we will not allow David's Fraud on the Court to continue** merely because counsel fo Suzanne mistakenly cited an incorrect statue."
(Garry's Emphasis)

See Appendix (J) Copy of Garry's brief to Wisconsin Appeals Court.
Dated April 28, 2002

A Writ for a review is appropriate where a party seeks to enforce an appellate court judgment in a lower court or to prevent a lower court from obstructing the appellate process. See Will v. United States, 389 U.S. 90, 95–96 1967); United States v. U.S. Dist. Ct. for S.D. of N.Y.,334 U.S. 258, 263 (1948).

The writ for a review is likewise proper where, as here, a party seeks to forestall a lower court's persistent disregard of procedural rules promulgated by this Court. See Will, 38 U.S. at 90, 96, 100 & n.10; Roche, 319 U.S. at 31; see also La Buy v. Howes Leather Co., 352 U.S. 249, 313–14 (1957)
" Where the subject concerns the enforcement of the rules which by law it is the duty of this court to formulate and put in force, a review should issue to prevent such action thereunder so palpably improper as to place it beyond the scope of the rule invoked."

Sheila Reiff's assetion, " that his petition was untimely," despite her other assertion that "Garry raised certain "**substantive arguments,**" is problematic, in that the substantive arguments, were concerning the violation of Federal Rules of Procedure and Evidence, Statues, and Abuse of Discretion. (Garry's Emphasis)

Under Wisconsin Wis.§ 808.10,Wis.stats § 809.62 (1g) (a) and 809.(1r) (a) (c) (2) and 28 USCA § 60 (b) (2) (3), and other Supreme Court rules, statues and precedents Garry had a right to be able petition for a review of the original decision

of the Wisconsin Supreme Court.

This was an Abuse of Discretion by Sheila Reiff, having used the same assertion, that Garry's petition was untimely, that Judge O'Brian had used, where she also asserted, when denying Garry's Petition for Review to the Wisconsin Circuit Court **" This briefing schedule will cover only the "Motion to Dismiss" and not the Substantive Issues raised by Mr. Garry's petition."** Which was also contrary to Wis.§ stats.806.07(1) (b)(c) (Garry's Emphasis)

Sheila Reiff asserts in her dismissal notice, that Garry waited four years before attempting to seek review, however, she failed to understand, or realise, that it was only at that time, in 2001, that Garry came into procession of the newly discovered evidence of the "Letter of Appointment," and the record shows that Garry's petition to the Wisconsin Appeals Court, and the Wisconsin Circuit Court was emphatically in pursuit of Wis.§ stats.806.07(1) (b).

See Appendix (V) Copy of "Letter of Appointment" from L.A. Mooney. dated July 10, 1979.

This document the "Letter of Appointment, together with his two American Employment contracts would have been critical in proving that Garry's contract was executed in La Crosse, Wisconsin, which under the Restatement of Contracts § 74 (1932) Provides :- "A contract is made at the time when the last act necessary for its formations to be done and at the place where that final act is done"

The two American Employment Contracts had been submitted and stipulated into the record, but were totally ignored by the judge.

In Garry's petition to the Wisconsin Circuit Court for a Judicial Review in pursuance of Wis.§ stats.806.07(1) (b) (c), Newly Discovered Evidence, Judge O'Brian, in a Notice of Briefing Schedule for a "Motion to Dismiss" brought by American Standard Trane US Inc., Travelers Insurance, and the Wisconsin Department of Justice, she asserted the following :— " This briefing schedule will cover only the "Motion to Dismiss" and not the **Substantive Issues** raised by Mr. Garry's petition."

See Appendix (F) Page (6) Copy of Wisconsin Circuit Court notice of " Briefing Schedule." Dated May 1, 2001

See Appendix (K) Copy of Garry's brief to Wisconsin Circuit Court Dated May 11, 2001

Again in Garry's Petition for a "Reconsideration Motion," Judges O'Brian, in her summation, again, asserted " Garry's reconsideration motion asserts a **substantive issue** that was raised in his petition." (Garry' Emphasis).

See Appendix (D) Copy of denial by Wisconsin Circuit Court for a "Reconsideration Motion" by Garry. Dated November 9, 2001

The denial by Judge O'Brian, not to allow the undisputed, newly discovered evidence into the court record, was contrary and in violation of Rule 56, Summery

Judgement, and 28 USCA § 60 (b) (2) (3), Re., Wis.§ stats.806.07(1) (b) (c), and was an Abuse of Discretion by Judge O'Brian.

This was a reckless disregard for the rules the Federal Rules of Procedure and Evidence, specifically Federal Rule 26, Rule 52 (5) (6), Questioning Evidentiary Support, Rule 56 (a) Summery Judgement, Rule 401 Test for relevant Evidence and Rule 402 (4) (b).

The action to bring this "Motion To Dismiss" under Sec. Wis § 102.23 (1) (a) by American Standard Trane US Inc., Travelers Insurance Company and the Wisconsin Department of Justice, for LIRC, was frivolous, and without merit, the fact that the respondents had failed to disclose all documents under Rule 26, and Wis.§ stats.806.07(1) (b) (c), which as shown from the record, that Judge O'Brian, had refused to acknowledge and accept into the record, was very prejudicial towards Garry.

However, when seen in context with the fact that Garry's Review was to do with Newly Discovered evidence under Wis.§ stats.806.07(1) (b)(c), it shows that the Respondents took advantage of Garry's inferior legal knowledge; and shows an abuse of W. Prossser, Law of Tort 109, at 725. which states :-

" We conclude that whether the changing view as to the remedy for fraudulent misrepresentation of law is viewed as an exception to the general rule, as we noted in Richie, or an elimination of the law-fact difference as noted by Prosser and the Restatement, the result is the [*185] same. One who misrepresents the law after professing a knowledge of the law will not be able to escape the consequences of his or her misrepresentation by asserting hat the misrepresentation was one of law only."

It contravened that very Statute Sec. Wis § 102.23 (1) (a) under which they had brought the Motion, which in the first paragraph states :-,
"The finding of fact made by the commission acting within its power, shall, in the **Absence of Fraud be conclusive."** (Garry's Emphasis)

See Appendix (E) Page (3) paragraph (2) Copy of Wisconsin Circuit Court Decision and Order to Dismiss petition Dated September 19, 2001

The facts are of consequence in determining this action, and was a grave error of judgement in failing to allow justified compelling evidence, which threatens the integrity of the appellate process.

In New York Times Co. v. Sullivan, 376 U. S. 254, it stated the following :-
Summary judgment will not lie if the dispute about a material fact is "genuine," that is, if the evidence is such that a reasonable jury could return a verdict for the nonmoving party. At the summary judgment stage, the trial judge's function is not himself to weigh the evidence and
Page 477 U. S. 24
" (i) If, after granting a continuance to allow specified additional discovery, the court determines that the party seeking summary judgment has unreasonably

Furthermore, Rule 4 of the Federal Rules of Civil Procedure (and its amendments) clarifies how the question of territorial jurisdiction should be answered in Federal Court. //

See Supreme Court of the U.S.A. Re. New York Central Railway v White 243 U.S. 188, 37 S.C t.

This Abuse of Discretion was further compounded by the judge, when he asserted in his summation that the controlling case in Wisconsin was Horton v Haddow 186 Wis. 2d 184 .519 N.V. 2, 736 (1994).

Judge Phillips summarised as follows :-
The controlling case in Wisconsin, on this issue is Horton v Haddow, in Horton, supra,
the Wisconsin Court of Appeals determine that the phrase "contract for hire in this state "require that we look at the place where an employment offer has been accepted to determine where the contract was made."

However the determining factor in the Horton v Haddow case, was the fact that the negotiation of the contract was done by telephone. Where the applicant, who was phoning from another state accepted an offer of employment.
The Wisconsin Court of Appeal deemed that the applicant had accepted the offer of employment in the state from which he was phoning.

The facts of the Horton case were entirely different in context, in Garry's case all correspondence was by letter and employment contract and as shown by precedents in Supreme Court of U.S.A, Wisconsin Courts cases, that letters and documents are of great importance to the outcome of any litigation.

See Appendix (I) Page (9) Copy of Decision and Order of Wisconsin Industry and Labour Court. Dated March 29,1996

The record shows the action to resist discovery by the Respondents, American Standard Trane US Inc., Travelers Insurance and Ernst & Young, of the undisputed, undisclosed, newly discovered evidence of a "Letter of Appointment" and their submitting of misrepresented evidence, was a reckless and wilful violation of Federal Rules of Procedure, Rule 26 (a) (ii) (B) (C) (E), and 7.1 Corporate disclosure,
and constituted Fraud on the Court.

The basic standards governing fraud on the court are reasonably straight forward. As set forth in Cox v. Burke, 706 So. 2d 43, 47 (Fla. 5th DCA 1998):"

"The requisite fraud on the court occurs where "it can be demonstrated, clearly and convincingly, that a party has sentiently set in motion some unconscionable scheme calculated to interfere with the judicial system's ability impartially to adjudicate a matter by improperly influencing the trier of fact or unfairly hampering the presentation of the opposing party's claim or defence."

See Appendix (L) Copy of letter Garry's Lawyer to Travelers Insurance presenting Copies of his American Employment Contracts.

Dated March 11, 1993.

See Appendix (M) Copy of letter from Garry's lawyer to respondents requesting all documents relating to his employment.
Dated December 1, 1993.

The unambiguous clause in Garry's American Employment Contracts, clearly shows the intent of American Standard Trane US Inc., Travelers, and Ernst & Young that Wisconsin law would apply in any dispute, which states in pertinent part the following Under Disputes :-
" If the employee and Trane SA disagree on the terms of this employment under this Agreement, the dispute shall be referred to Trane SA's parent company. The Trane Company, a Wisconsin Corporation with its principle place of business in La Crosse. The laws of the State of Wisconsin shall be the governing law of any disputes under this agreement."
See Appendix (U) and (W) copies of the American Employment Contracts.
Dated Dec. 1978 and Nov. 1984

The court hearing was held on February 24 1994, in Milwaukee, but the fact that the respondents failed to furnish Garry's lawyer with any documents from his file resulted in Garry going to court without him being able to cross - examine the respondents, regarding the contents of any of these documents and was in contravention of Rule 26 (a) (ii) (B) (C) (E).

However On May 3 1994, 69 days after the court hearing the respondents produce what was represented to be a list of Garry's complete personal file.

See Appendix (N) Copy of letter from respondents with list of document from Garry's personnel file. Dated May 3, 1994

Neither the "Letter of Appointment," or a further letter of appointment, issued when Garry voluntarily transferred from Saudi Arabia to Oman, nor copies of the American employment contracts, were disclosed, again in violation of sections of Rule 26, (a) (ii) (B) (C) (E).

"The writ for a review is likewise proper where, as here, a party seeks to forestall a lower court's persistent disregard of procedural rules promulgated by this Court, a review is appropriate where a party seeks to enforce an appellate court judgment in a lower court or to prevent a lower court from obstructing the appellate process."

See Will v. United States, 389 U.S. 90, 95–96 1967); United States v. U.S. Dist. Ct. for S.D. of N.Y.,334 U.S. 258, 263 (1948).

See also Aoude v. Mobil Oil Corp., 892 F.2d 1115, 1118 (1st Cir. 1989) . The trial court has the inherent authority, within the exercise of sound judicial discretion, to dismiss an action when a plaintiff has perpetrated a fraud on the court, or where a party refusesto comply with court orders. Kornblum v. Schneider, 609 So. 2d 138,

139 (Fla. 4th DCA 1992).

It was at the juncture of the decision by Judge Phillips, to dismiss Garry's case for lack of Jurisdiction, that Garry's Pro Bono lawyer resigned his services, to act for Garry, which severely impaired his ability to obtain a fair and just trial,

The Ineffective assistance of his Pro Bono counsel, who failed to effectively challenge the many violations that had occurred, of the Rules of Procedure and contravention of Federal and Wisconsin statutes.

This could be viewed as a novel issue of Constitutional Law which would be of interest of many other Pro Se, and indigent, litigants.

Because of his financial constraints, he was unable to obtain the services of proper legal counsel, which infringed on his civil rights under the Due Process clause of the 5th and 14th Amendments, which severely impaired his ability to obtain a fair and just trial.

Because of the of lack of legal knowledge or any expertise, he was denied a proper understanding or exposure of Due Process clause of the 5th and 14th Amendments, and was not able to vigorously pursue his case, and in view of any exploration of a civil right to counsel, a right, often labeled a "civil Gideon," to have his case professionally presented in accordance of Constitutional Law.

See Paper by Laura K, Abel, of Brennan Centre for Justice, in Gideon v. Wainwright

In cases cited by the Wisconsin judicial council committee establish that an order of dismissal is subject to the due process clause of the fourteenth amendment to the United States Constitution.

See Link, 370 U.S. at 632 (quoting Anderson National Bank v. Luckett, 321 U.S. 233, 246 (1944)). "Judgments entered contrary to due process are void." Latham v. Casey & King Corp.Wengerd v. Rinehart, 114 Wis. 2d 575, 587, 338 N.W.2d 861, 868 (Ct. App. 1983) (citing United States v. McDonald, 86 F.R.D. 204, 208 (N.D. Ill. 1980), and
DiCesare-Engler Productions, Inc. v. Mainman, Ltd., 81 F.R.D. 703, 704

When, as shown, as in this case, the egregious misrepresentation of the facts by the Respondents, American Standard Trane US Inc., Travelers Insurance, and Ernst & Young, it show a reckless disregard of the Federal Rules It will also help to harmonise the law by clarifying the contentious issue of Wisconsin Labour and Industry Court, contending that the Horton v Haddow 186 Wis. 2d. was the controlling case in Wisconsin on this issue.

The petitioner is aware that a review is only reserved for extraordinary circumstances.
those circumstances exist here, where the Respondents, American Standard Trane Us Inc., Travelers Insurance and Ernst & Young intentionally flouted and disregarded Appellate Rules of Procedure and Evidence.

by their Abuse of Discretion, they failed to act in accordance to those Rules of Procedure and Evidence, which are governed by Constitutional Law, when it is the duty of the courts to show that they are completely impartial.

The systemic violation of procedural rules by the Wisconsin Courts, can be seen as institutionalised prejudice against Garry, which can compromise the orderly, decorous, rational traditions that courts rely upon to ensure the integrity of their own judgments.

The Courts have authority under Sua Sponte in the Interest of Justice, to ensure that they always act, in as far as the law, in the Interest of Justice.

As in United States v. Ohio Power Co. 353 U.S. 98 (1957) whereby the Supreme Court unanimously vacated Sua Sponte in the interest of justice.
Which in Syllabus 2 they stated :-
" The interest in finality of litigation must yield when the interest of justice would make unfair the strict application of the Rules of this Court. P.353 U.S. 99"

in Miller v. Hanover Insurance in July 2010, Miller has been aptly characterized as a "game changer" because it so emphatically reiterates the importance of the interests of justice in default judgment proceedings

The Respondents, American Standard Trane US Inc., Travelers Insurance and Ernst & Young intentionally flouted and disregarded Appellate Rules of Procedure and Evidence in a deliberate attempt to win their case by any means

The failure of the Respondents, by their neglect to provide Garry an obligation to a Duty of Care, in the form of any medical intervention, has totally inhibited any rehabilitation in Garry's condition and prevented him from possibly being able to resume his career as an engineer.

In the 19th Edition of Clerk & Lindsell on Torts, the authors use these words under the heading Duty of Care:-
"Duty of care is also an essential principle of the law of corporations, as officers and directors, are often held to a duty of care, in regards to their administration and of the corporation's affairs.

Thus, in Re Ticketplanet.com, Justice Gropper wrote:-
"The fiduciary duties of directors of a corporation include the duty of care, and the duty of loyalty. The duty of care refers to the responsibility of a corporate fiduciary to exercise, in the performance of his or her tasks, the care that a reasonably prudent person would use under similar circumstances. The second prong, the duty of loyalty, derives from the prohibition against self-dealing that inheres in the fiduciary relationship."

In O'Hara, Justice Moran of the Supreme Court of Illinois defined a duty (of care) as:-
" an obligation to conform to a certain standard of conduct for the protection of another against an unreasonable risk of harm."Accordingly also In Tort Law, Tort of Outrage also known as Iled, "is a reckless disregard for the likelihood of causing

emotional distress and is heinous, and beyond the standards utterly intolerable in a civilised society." "whether the conduct is illegal does not determine whether it meets this standard, the conduct must be such that it would cause a reasonable person to exclaim "Outrageous!" in response."

The failure of American Standard / Trane US Inc., to provide this obligation of a Duty of Care, and the failure to provide any health care intervention, it has caused much unnecessary chronic pain and suffering, and the severe loss of the quality of life he enjoyed before the accident, playing golf, coaching soccer to previous disadvantaged African boys, his love dancing, to name just a few of his passions.

Here, as set forth above, Garry seeks an order requiring the Supreme Court of Wisconsin to fulfil its duty to issue a mandate insisting that lower **Wisconsin** courts follow the Rule of Law and comply with the Rules of Procedure and Evidence.

" parties vindicate not only the rights they assert but also the law's own insistence on neutrality and fidelity to principle." Hollingsworth v. Perry, 558 U.S. 183,196–97

The Petitioner cannot obtain the relief he seeks from another court and lacks an adequate alternative means to challenge the decision of the **Wisconsin** lower courts and also lacks an adequate remedy through the ordinary appellate process.

Time is now of the essence to Garry, he is now 77 years of age, and because of his poor physical and mental health he is in dire need of Health Care, to alleviate the chronic pain he suffers.

He sustained herniated and protrusion of the nucleus pulposus of the disc at the bottom and neck area of his back, and injury to his left knee.

The egregious misrepresentation of the facts by his former employer, American Standard Trane US Inc., Travelers Insurance, and by their association Ernst & Young, and their egregious neglect to provide Garry, a Duty of Care, as provided under Tort law, was reckless disregard for Garry's welfare.

This Court's intervention is necessary to ensure the Wisconsin Supreme Court compliance with constitutional law, and the U.S.A.Supreme Court's, and its own rules and precedents.

For the reasons set forth above, the Wisconsin Supreme Courts non-compliance of its own Court's rules, to curtail the Lower Wisconsin Courts and American Standard Trane US Inc., Travelers Insurance, and Ernst & Young, of their wilful refusal to comply with this Court's authority, rules and precedents.

Garry is asking this Court to grant his petition to allow Garry to seek relief in his Original claim, for loss of salary, chronic physical and mental pain and suffering, past and future health care expenses, and punitive damages, for the Respondents wilful neglect to provide a Duty of Care to Garry.

The Wisconsin Appeals Court, cannot justify denying Garry's appeal, when from the court records it showed that the American Standard Trane US Inc., Travelers

Insurance, and Ernst & Young had not made a true and honest disclosure of all documents, violating the Federal Rule 26 (a) (ii) (B) (C) (E) Initial Disclosures, (a) Required Disclosures, (ii), copy of description and location of all documents, (B) Time for Pre Trial Disclosure, (C) Time for Initial Disclosure,(E) Basis for Initial Disclosure and Rule 7.1 Corporate Disclosure.

CONCLUSION

The compelling reasons from the court records, set forth above, exist for this court to exercise its supervisory powers and grant the review.

In Hollingsworth, 558 U.S. at 196 (citing Rule 10(a)) it said, "This Court has a significant interest in supervising the administration of the judicial system and its interest in ensuring compliance with proper rules of judicial administration is particularly acute when those rules relate to the integrity of judicial processes."

This Court's intervention is critical to ensure the integrity of the Appellate Process and to curtail the Wisconsin's Lower Courts and the Respondents American Standard Trane US Inc., Travelers Insurance, and Ernst & Young from their wilful refusal to comply with this Court's authority, rules and precedents.

For the reasons set forth above, Garry respectfully asks this court to grant the petition for a review of his case

Respectfully Submitted and Signed 

Dated April 30, 2018

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