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.

On Petition for a Writ of Certiorari to the United States Court of Appeals for the Second Circuit

PETITION FOR A WRIT OF CERTIORARI

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Petitioner

QUESTIONS PRESENTED FOR REVIEW

Even before Petitioner could file his Appeal Brief and list his questions for review, on May 17, 2018, an "Attorney-Disqualification" Motion Panel of the Second Circuit -- in the context of denying his meritorious motion to disqualify the Respondent's recently retained, criminally-charged, and already-being-sued attorney Gregg Mashberg for aiding and abetting the recently discovered Elaborate Perjury/ Fraud/(At Least $320,000) Bribery/Extortion Scheme masterminded by Petitioner's own out-going/one-of-six-cases/client-betraying attorney Louis D. Stober -- revoked the Petitioner's "Right to Appeal" *sua sponte* and summarily dismissed the Petitioner's already pending all four related appeals without any briefing or oral arguments whatsoever and by improperly disregarding all appellate procedures.

The THREE questions presented are as follows:

(1) Whether, after this U.S. Supreme Court's recent decision in *Epic Systems Corp. v. Lewis*, 138, S. Ct. 42 (2017), the jurisdiction-lacking district judge's dismissal of Petitioner's 2017 EEOC authorized continuing illegal retaliation claims without allowing for expressly agreed arbitration for establishment of the first Anti-Discrimination "Minority Employees Association" at the 265-years old Ivy League university, even though Petitioner did not initiate any $200 MILLION DOLLARS Class Action in compliance with the 2009 Arbitration Contract, is **a violation of the Federal Arbitration Act and or violation of Title VII of the Civil Right Act and or the**

Chevron Doctrine?

(2) Whether, after this U.S. Supreme Court's decision in *BE&K Construction Co. v. National Labor Relations Board,* 536 U.S. 516 (2002), the Second Circuit **violated First Amendment Rights** of the Petitioner and thousands of other similarly situated victims of illegal employment discrimination at the 265-years old Columbia University to petition the courts for redress of grievances by revoking *sua sponte* Petitioner's right to litigate and or appeal the: (A) Breach of Arbitration Contract; (B) EEOC authorized continuing illegal discrimination/retaliation in hiring claims; and or (C) Injunction obstructing completion of already scheduled jury trial in the New York State Supreme Court in violation of 28 U.S.C. § 2283 (Anti-Injunction Act/*Younger Abstention*)?

(3) Whether the Second Circuit's simultaneous dismissal of both the Petitioner's four appeals and also his already pending writ of mandamus petition without ordering the recusal of the jurisdiction-lacking and openly biased district court judge Paul A. Crotty, who had openly condoned attorney fraud and at least a $215,000 "bribe or quid pro quo" payment in the guise of bogus attorney fees to his "extrajudicial financial interest" and Petitioner's own one-of-six-cases/ client-betraying attorney Louis D. Stober, **a violation of 28 USC § 455 (Federal Judge Recusal Law)**?

PARTIES TO THE PROCEEDING 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[1] 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).

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[1] This writ of certiorari petition is regarding only the 17-3816 Appeal of the four appeals in the Second Circuit and regarding 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 and "jurisdiction-lacking" District Court Judge Paul A. Crotty who had repeatedly denied any kind of fact-finding whatsoever in this matter during the past eight years after openly condoning attorney fraud and obstructing the prosecution of all "PERJURY, FRAUD and BRIBERY" scheme related claims that are being independently prosecuted in 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 race discrimination and four already filed four actions. Petitioner had two cases in the New York State Supreme Court and two other supplementary cases in the Federal District Court. One and only the 2006 (Back-Pay for Illegal Discharge of 2005) case had 40-hours of representation by one-of-six-cases/out-going/attorney Louis D. Stober. The 2003 Main Action in State Court was already scheduled for a jury trial. NLRB was the primary defendant in the 2008 supplementary action.

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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"***

Accordingly, to exploit the Second Circuit's and the S.D.N.Y. District Judge Paul A. Crotty's improper/illegal condoning of attorney fraud/bribery schemes -- even though Columbia Respondents' own two former attorneys, Edward Brill and Susan Friedfel, had repeatedly admitted/conceded that the 2009 Arbitration Contract requires that 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 Columbia related claims, be arbitrated under the expressly agreed jurisdiction of the labor arbitrator, Martin F. Scheinman, without prejudice to the attorney fraud and other misconduct claims -- Respondents' recently retained "attorney-fraud covering-up" Proskauer Rose attorney, Gregg Mashberg, has however been repeatedly obstructing

and tortiously interfering to prevent the completion of the expressly agreed arbitration between Columbia and Petitioner.

In other words, to avoid any attorney fraud and collusion liability for the Proskauer Rose firm and the Petitioner's own one-of-six-cases/client-betraying/40-hours attorney Louis D. Stober, the newly retained attorney Mashberg has been obstructing the completion of the expressly agreed arbitration.

By aiding and abetting the unthinkable tortious interference of the new Proskauer Rose attorney Mashberg, on October 20, 2017, "non-recusing and jurisdiction-lacking" S.D.N.Y Judge Crotty issued an Order that not only dismissed the Petitioner's 2017 EEOC-authorized Continuing Discrimination/Retaliation and related Breach of Arbitration Contract claims without any fact-finding or evidentiary hearings whatsoever but also ordered that Petitioner withdraw his attorney fraud/bibery litigation in E.D.N.Y. district court, in violation of the Plaintiff's basic First Amendment Right to prosecute his any misconduct claims. App-14-16,

However, based on the already established merits of Petitioner's Second Circuit appeal, on March 28, 2018, Circuit Judge Ralph K. Winter of that Court issued an Order, App-5-6, that allowed him to exercise his "Right to Appeal" the district court's extremely biased and unconstitutional orders by filing a brief by June 14, 2018.

Previously, pursuant to the Rules of Attorney

/Professional Conduct and New York law, in January 2018, Petitioner had also filed a meritorious "Motion to Disqualify attorney Mashberg" as the Columbia Respondent's attorney, App-1-2, in the Second Circuit Court of Appeals.

Further, in the interest of Justice and pursuant to the Rules of Judicial Conduct and because non-recusing S.D.N.Y. District Court Judge Crotty had been openly allowing the attorneys to commit fraud and hijack all of the Petitioner's multi-action civil rights litigation, on April 26, 2018, Petitioner also filed a Writ of Mandamus Petition, App-3-4, 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, the Second Circuit's "Attorney Disqualification" Motion panel (Hon. Sack, Raggi, Kaplan) (the "Panel") denied the Petitioner's Writ of Mandamus petition, App.-9 without ordering the recusal of the "jurisdiction-lacking" District Judge Crotty and without preventing him from improperly obstructing the prosecution of related fraud/bribery and other misconduct litigation in other federal and state courts.

Further, 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 issued *sua sponte* a procedurally

defective order, App. 7-8, that revoked even Petitioner's right to appeal.

The Attorney-Disqualification Motion Panel's simultaneous dismissal of the Petitioner's four appeals *sua sponte* and the denial of even his writ of mandamus petition simply did not make any sense to say the least. The revoking of the Petitioner's right to appeal by the Attorney-Disqualification Motion Panel shocked thousands of victims of employment discrimination at Columbia for whom the Petitioner has sacrificed so much.

On June 26, 2018, the Second Circuit *en banc* denied Petitioner's motion for reconsideration, App-10-11. On July 12, 2018, the Second Circuit also denied the Petitioner's Motion to Publish the Orders dismissing his appeal(s) as its Opinion, App-12-13.

JURISDICTION

The district court had jurisdiction 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 "Attorney Disqualification" Motion's Panel of the court of appeals filed its order revoking Petitioner's right to appeal on May 17, 2018, and it denied Petitioner's timely petition for rehearing en banc on June 26, 2018. This Court has jurisdiction under 28 U.S.C. § 1254(1).

On September 25, 2018, this U.S. Supreme Court gave Petitioner extension of time to submit

this Petition within 60 days.

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, 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 Contract by the Respondents for preventing lawful organization of the first Equal Opportunity Promoting "Minority Employees Association[1]" 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

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[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.

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

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 Petitioner'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 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 (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")

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[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's recent overriding decision in *Epic Systems Corp. v. Lewis,* 138, S.Ct. 42 (2017).

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 (Petitioner's) 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 (Petitioner'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

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[4] Petitioner's own one-of-six-cases/client-betraying/40-hours attorney Louis D. Stober and Respondents' recently retained Proskauer Rose attorney Gregg Mashberg are named defendants in Petitioner's 16-cv-4118 "Fraud, Collusion & Bribery" action in the E.D.N.Y. District Court.

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 Petitioner 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 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 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/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].

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[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 was given a chance to retain a new attorney that did not have any conflicts of interest.

[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.

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, Martin F. Scheinman, and without seeking the improper intervention or jurisdiction of any of the courts for finalization of the release language for that "limited[7] 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

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[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 with Columbia.

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.

"Out-of-Jurisdiction" & Non-Recusing District Judge Paul A. Crotty's CONDONING of PERJURY & FRAUD Being Committed on the Petitioner by His 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 Finalizing Any Limited Settlement that Would Allow 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 one-of-six-cases/ client-betraying/40-hours attorney or for making a quid pro quo" payment in the guise of bogus[8] attorney fees for committing perjury, fraud, and other misconduct to hijack all of his own client's (Petitioner's) four other pending actions by using his personal connections and extrajudicial friendship with district judge Crotty that was reconfirmed and revealed 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 one-of-six-cases /already-being-sued/client-betraying attorney Stober and the extraordinary BIAS against the Plaintiff is obvious from following[9] summary of the transcript of the February 17, 2010 court conference before him (Judge Crotty):

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[8] 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.

[9] 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.

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.

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 <u>never</u> going to get your (bribe or so-called) fee** because he won't sign the (so-called) settlement term sheet and he won't give Columbia the general release.... He holds the key to the <u>Cashier's MONEY.</u>

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 ("<u>bribe money</u>").**

Clearly, District Court Judge Crotty has been denying the expressly agreed arbitration under jurisdiction of the labor arbitrator by willfully disregarding the expressly agreed arbitration clause and "anti-bribing" clause of the 2009 Arbitration Contract and to legitimize the bribe or quid pro quo payment of at least $330,000 by the Columbia respondents.

"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[10] 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

Before the new "fraud-covering-up" Proskauer Rose attorney, Gregg Mashberg, was retained, respondent Columbia's own two attorneys, Edward Brill and Susan Friedfel, had already admitted/ conceded that the most important continuing "illegal discrimination" claims had to be arbitrated before labor arbitrator, Martin F. Scheinman.

Accordingly, in 2012, Petitioner had repeatedly filed three separate motions for recusal of Judge Crotty. However, in accordance with one-of-six-cases/client-betraying attorney Stober's bragging of extrajudicial connections in the S.D.N.Y. district court, without recusing himself, Judge Crotty has displayed extraordinary/extrajudicial FAVORITISM towards him (Stober) and extraordinary BIAS against the Plaintiff by not only openly and

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[10] 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).

unbelievably condoning and allowing the "Elaborate Fraud & Bribery" scheme but by also deliberately obstructing the prosecution of those claims in any other courts during the past seven and half years.

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 Plaintiff's six actions in three different courts. However, in 2017, he once again refused to recuse himself or at least transfer the 17-cv-4480 (Breach of Arbitration Contract) case back to the originally assigned District Judge Robert W. Sweet.

Further, in violation of several Rules of Judicial Conduct, non-recusing Judge Crotty has now allowed the immediate payment of over at least $330,000 "Bribe" or quid pro quo payment in the guise of totally baseless and bogus attorney fees to one-of-six-cases attorney Stober and other colluding attorneys as a reward for betraying and entrapping his own client (Petitioner) and seeking unthinkable $5,000/day fines against his own client and even the imprisonment of 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 Respondents maliciously dragged the Pro Se Civil Rights Plaintiff through the ("out-of-jurisdiction") court system only to engage him in totally unnecessary and expensive litigation and only for purposes of character-assassinating him

after immediately breaching that 2009 Arbitration Contract themselves. The 2009 Arbitration Contract was abused to only obtain various , unconstitutional and non-appealable orders from the non-recusing (friend-of-client-betraying-attorney Stober) District Judge Crotty who had repeatedly condoned attorney fraud and bribery and aided and abetted dishonest attorney Stober to betray, commit perjury, fraud, and hijack[11] all of his own client's (Petitioner's) other multi-action, multi-courts, litigation.

REASONS FOR GRANTING THE PETITION

The Attorney-Disqualification Motion Panel of the Second Circuit had (1) raised the dismissal of the Petitioner's Appeal from the S.D.N.Y. district court issue for the very first time on May 17, 2018 without any prior notice to the parties and by totally disregarding the fact that Senior Circuit Judge Ralph K. Winter had already set Appeal Brief filing date of June 14, 2018; (2) based its decision impermissibly based on malicious character-assassination and on fraudulent misrepresentations outside the appellate record by an outside

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[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].

attorney/defendant (Mashberg) who himself is a named defendant in the Petitioner's "fraud and bribery scheme" action in the E.D.N.Y. district court; and (3) denied the Petitioner any opportunity to be heard on alleged improprieties in the ordinary course of merits briefing.

I. The Petition Should be Granted to Review the Second Circuit's Extraordinary Holding that Plaintiffs Do Not Have Any First Amendment Right to Litigate Any Major Employment Discrimination, Breach of Arbitration Contract and Fraud/Bribery Cases of National Importance and or to Appeal Any Erroneous Dismissal Orders

Unlike in the Second Circuit, most of the other Circuits in the United States do NOT revoke an appellant's right to appeal even before knowing what the issues of appeal are.

Granting the writ of certiorari petition is appropriate under this Supreme Court's precedent because this case presents questions that one senior circuit judge, Ralph K. Winter, had already deemed as "substantial questions" by granting Petitioner an extension of time until June 14, 2018 to file his appeal brief. See, *Herzog v.United States,* 75 S. Ct. 349, 351 (1955) (Douglas, J. in chambers) ("The fact that one judge would be likely to see merit in the contention is enough to indicate its substantiality.").

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 *BE&K Construction Co. v. National Labor Relations Board*, 536 U.S. 516 (2002) the United States Supreme 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,"*

U. S. 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."*

Protecting the First Amendment Rights of low-income plaintiffs in especially *David v. Goliath* cases such as this are of paramount national importance because the low-income plaintiffs can be easily deprived of their basic constitutional rights by wealthy defendants by engaging in corrupt practices and abusing the judicial process, committing fraud, and or by "bribing" the plaintiffs' attorneys to sell-out their clients and deprive them of the justice they are entitled to. Granting writ of certiorari petition will allow the Petitioner to make arguments for:

(A) uniformly protecting the First Amendment Rights of all citizens to have full, fair, and equal access to the courts for petitioning the government/courts to address all of their grievances and the meaningful prosecution of cases where there may be serious charges of unthinkable attorney fraud, bribery, tortious interference, abuse of judicial process and other serious misconduct in conjunction with judicial misconduct of any federal court judges and or other court officials which may appear frivolous at first sight but would need further detailed investigation and discovery to expose the truth; and

(B) protecting plaintiffs in *David v Goliath* type of civil rights, employment discrimination, and or other personal injury cases where the extremely wealthy and powerful defendants, such as the 265-years old prestigious Columbia University, can easily collude with the Plaintiff's attorney to "bribe" or pay-off any (dishonest) attorney to betray his/her own client for depriving his/her own client's (plaintiff's) constitutional rights in any cases where the damages are substantial and any dishonest attorneys may have every incentive to commit fraud against their own clients.

Therefore, the Second Circuit's revoking of the Petitioner's right to appeal the unconstitutional district court orders is a clear violation of his constitutional right to at least appeal. Further, denial of Petitioner's right to appeal in an extraordinarily important civil rights case such as

this has far-reaching consequences throughout United States.

II. Second Circuit Order Denying Petitioner the Right to Litigate EEOC Authorized Title VII claims regarding Continuing Employment Discrimination to Obstruct the Lawful Organization of First "Minority Employees Association" at the 265-Years Old Columbia University is in Violation of the Chevron Doctrine of this Court

One of the most important principles in administrative law, The "Chevron Deference", is a term coined after a landmark case, *Chevron U.S.A., Inc. v. Natural Resources Defense Council, Inc.*, 468 U.S. 837 (1984), referring to the doctrine of judicial deference given to administrative actions. In *Chevron*, the Supreme Court set forth a legal test as to when the court should defer to the agency's answer or interpretation, holding that such judicial deference is appropriate where the agency's answer was not unreasonable, so long as the Congress had not spoken directly to the precise issue at question.

The scope of the *Chevron deference* doctrine is that when a legislative delegation to an administrative agency on a particular issue or question is not explicit but rather implicit, a court may not substitute its own interpretation of the statute for a reasonable interpretation made by the administrative agency. Rather, as Justice Stevens wrote in *Chevron*, when the statute is silent or ambiguous with respect to the specific issue, the question for the court is whether the agency's action

was based on a permissible construction of the statute. *In Chevron U.S.A., Inc. v. Echazabal,* 536 U.S. 73 (2002), the U.S. Supreme Court, in an unanimous decision, applied *Chevron* deference and upheld as reasonable an Equal Employment Opportunity Commission regulation.

In 2016, the EEOC had issued a "Right to Sue" Notice for the continuing illegal discrimination/ retaliation in hiring by the Columbia respondents. Further, the 2011 Second Circuit Court Mandate/ Order had also re-confirmed Petitioner's right to complete expressly agreed arbitration under jurisdiction of the labor arbitrator, Martin F. Scheinman. The 2011 Second Circuit Mandate never allowed for any continuing illegal discrimination and retaliation in rehiring by Columbia to prevent the lawful organization of any "Minority Employees Association." The 2011 Second Circuit Mandate also never allowed Judge Crotty to compel the withdrawal of the recently discovered elaborate fraud (RICO) scheme litigation by using threats of unthinkable $5,000/day fines and imprisonment.

By not allowing litigation of EEOC authorized Title VII claims, the district court and Second Circuit are in violation of the *Chevron Doctrine.*

III. The Second Circuit Split from Numerous Circuits and State Supreme Courts in Not Enforcing the Federal Arbitration Act in this Extraordinary Case that Also involves Attorney Fraud, $330,000 Bribery, Collusion, Extrajudicial Favoritism, and Judicial Misconduct

Usurping the jurisdiction of Labor Arbitrator, Martin F. Scheinman, by the District Court Judge Crotty in this Civil Rights Case for covering-up the attorney fraud and bribery is serious judicial misconduct

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. "***

Before the new Proskauer Rose attorney, Gregg Mashberg, was retained, in various court filings and e-mail communications of 2015 and 2016, Respondent Columbia's own two attorneys, Edward Brill and Susan Friedfel, had repeatedly admitted/ conceded that the most important "Illegal Discrimination/Retaliation in Hiring of the Plaintiff at Columbia" claim and the release language had to be arbitrated/mediated under the expressly agreed

exclusive jurisdiction of Martin F. Scheinman without judicial interference of any court.

In fact, the Columbia respondents had repeatedly admitted/conceded that the district court did not have jurisdiction over the "Re-Hiring of the Plaintiff' claim and that it must be arbitrated/ mediated as follows:

> *"Plaintiff's assertions (of right to be re-hired)..... **is <u>not properly</u> before the court**..... .....Pursuant to the binding Term Sheet, the parties agreed to submit all disputes.... to the mediator (arbitrator) for resolution. The Term Sheet explicitly states that... **'Martin F. Scheinman retains jurisdiction over the term sheet and any disputes....'***

Columbia's attorney Susan Friedfel had also conceded/admitted to its obligation to complete the arbitration/"binding mediation" in a June 2015 e-mail as follows:

> *'I have conferred with my client. Pursuant to the term Sheet,... **Columbia will agree to submit to mediator Scheinman regarding any outstanding disputes.....'***

Also, in their recent state court filings of February 2016, Columbia attorney (Susan Friedfel) once again conceded to Columbia's obligation to complete the expressly agreed arbitration/ mediation by declaring "***Columbia Defendants' Willingness to Return to Mediation***".

The existence of competing interpretations of an agreement containing an arbitration provision is not a sufficient basis to overcome the presumption of arbitrability. See, e.g. *John Hancock Life Ins. Co. v. Wilson*, 254 F. 3d 48, 59 (2d Cir. 2001) ("Even if were to accept (the opposing party's) interpretation...at best it would raise an ambiguity ....In the face of such ambiguity, we would be compelled to construe the provision in favor of arbitration"); *Coca-Cola Bottling Co. of N.Y., Inc., v. Soft Drink & Brewery Workers Union Local 812*, 242 F. 3d 52, 56-57 (2d Cir. 2001). See also *Ragone v. Atlantic Video at Manhattan Ctr.*, 595 F. 3d 115, 121 (2d Cir. 2010); *Genesco, Inc. v. T. Kakiuchi & Co* 815 F. 2d 840, 844 (2d Cir. 1987).

The Supreme Court has interpreted the FAA broadly, finding a "liberal federal policy favoring arbitration agreements[.]" *Moses H. Cone Mem'l Hosp. v. Mercury Constr. Corp.*, 460 U.S. 1, 24, 103 S. Ct. 927, 74 L. Ed. 2d 765 (1983); *see also Southland Corp. v. Keating*, 465 U.S. 1, 10, 104 S. Ct. 852, 79 L. Ed. 2d 1 (1984) ("In enacting § 2 of the federal Act, Congress declared a national policy favoring arbitration and withdrew the power of the states to require a judicial forum for the resolution of claims which the contracting parties agreed to resolve by arbitration."); *Shearson/Am. Exp., Inc. v. McMahon*, 482 U.S. 220, 226-27, 107 S. Ct. 2332, 96 L. Ed. 2d 185 (1987) ("The Arbitration Act thus establishes a 'federal policy favoring arbitration,' requiring that 'we rigorously enforce agreements to arbitrate.'") (internal citations omitted).

As "a matter of federal law, any doubts concerning the scope of arbitrable issues should be resolved in favor of arbitration..." *Moses H. Cone Memorial Hosp. v. Mercury Constr. Corp.*, 460 U.S. 1, 24-25, 103 S. Ct. 927, 941, 74 L. Ed. 2d 765 (1983); *Allegaert v. Perot*, 548 F.2d 432, 437 (2d Cir., 1977); *GAF Corp. v. Werner*, 66 N.Y. 2d 97, 495 N.Y.S.2d 312, 485 N.E.2d 977 (Court of Appeals, 1985) ("the Act is 'a liberal federal policy favoring arbitration agreements, notwithstanding any state substantive or procedural problems to the contrary.'" quoting *Moses H. Cone Memorial Hosp*, 460 U.S. at 24, 103 S. Ct. at 941).

"Any doubts concerning the scope of arbitrable issues should be resolved in favor of arbitration, whether the problem at hand is the construction of the contract language itself or an allegation of waiver, delay, or a like defense to arbitrability." *JLM Indus., Inc., v. Stolt-Nielsen SA*, 387 F.3d 171 (2d Cir. 2004) (quoting *Moses H. Cone Memorial Hosp. v. Mercury Constr. Corp.*, 460 U.S. 1, 24-25 (1983)); see also *AT & T Techs. v. Comm. Workers of Am.*, 475 U.S. 643, 656-57 (1986) ("Where the contract contains an arbitration clause, there is a presumption of arbitrability in the sense that an order to arbitrate the particular grievance should not be denied....)(internal quotation marks omitted). "This principle is based upon the fact that Federal Arbitration Act is an expression of a strong federal policy favoring arbitration as an alternative means of dispute resolution." *JLM Indus., Inc.*, 387 F.3d at 171 (internal quotation omitted).

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]; *Matter of Associated Teachers of Huntington v Board of Educ., Union Free School Dist. No. 3, Town of Huntington,* 33 NY2d 229, 236, 306 NE2d 791, 351 NYS2d 670 [1973]). See also, *Blatt v. Sochet* 199 A.D.2d 451 (1993).

Based on settled Supreme Court law, Second Circuit's denial of Petitioner's right to complete expressly agreed arbitration to cover-up attorney fraud, tortious interference and judicial misconduct would have very negative implications in the uniform enforcement of the Federal Arbitration Act throughout the United States.

IV. Second Circuit Disregarded the U.S. Supreme Court's Ruling that All Fraud in Arbitration Contract Claims Need to Be Resolved Only by the Arbitrator

The United States Supreme Court has already 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[12]. 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); *Prima Paint Corp. v. Conklin Mfg. Co., 388* U.S. 396, 403-404 (1967).

Previously, the Second Circuit itself had also confirmed that **arbitrators, not courts, have the power to determine whether a claim is barred by a prior adjudication or arbitration under the principle of *res judicata.*** See, *Citigroup, Inc. v. Abu Dhabi Investment Authority,* No. 13-4825-cv (2d Cir. Jan. 14, 2015) (District Court's prior judgment did not have any preclusive effect on the arbitration.)

Compelling Respondents to complete the

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[12] Any denial of this U.S. Supreme Court Petition would only RE-CONFIRM that:

(i) the Stober and Proskauer Rose attorneys would be almost 100% liable for all the employment discrimination, fraud, $5,000/day fines and other misconduct – based on their tortious interference, fraud, judge/forum shopping, and other misconduct committed in the S.D.N.Y. district court and state courts -- and for all related damages suffered by the Petitioner during the past 15 years;

(ii) All damage suffered by Plaintiff-Petitioner will have to be separately and independently litigated only in the E.D.N.Y. District Court and in other courts, as the Stober and Proskauer Rose attorneys were never defendants in any of the cases before non-recusing S.D.N.Y. District Judge Crotty and they are named defendants only in the E.D.N.Y district court and state courts.

arbitration for the allocation of appropriate "fraud liability" to each of their co-defendants would be in compliance with New York State law as "[i]t has long been this New York State's Policy that, where parties enter into an agreement and, in one of its provisions, promise that any dispute arising out of or in connection with it shall be settled by arbitration, any controversy which arises between them and is within the compass of the provision must go to "Binding Mediation"/Arbitration. See, *Matter of Exercycle Corp. [Maratta],* 9 NY2d 329, 334, 174 NE2d 463, 214 NYS2d 353 [1961].

As in this case, arbitration clauses may be valid even with allegations of fraud. See, *Chris Keefe Bldrs., Inc. v. Hazzard,* 71 A.D.3d 1599, 1602 (2010) (finding that "the... defendants are...deemed to have admitted that they fraudulently induced plaintiff to enter into the second contract, which contained the arbitration clause.)

In *Matter of Weinrott (Carp)* (32 NY2d 190, 298 N.E.2d 190, 298, N.E.2d 42, 344 N.Y.S.2d 848 (1973)), the Court of Appeals held that "[a]s a general rule....under a broad arbitration provision the claim of fraud in the inducement should be determined by arbitrators." id at 190. See also, *Anderson St. Realty Corp. v. New Rochelle Revitalization, LLC,* 78 AD3d 972, 974, 913 N.Y.S.2d 114 (2d Dept. 2010). **"[A]n Arbitration clause is generally separable from substantive provisions of a contract,** so than an agreement to arbitrate is valid even if the substantive provisions of the contract are induced by fraud". See, *Anderson St. Realty Corp. v. New Rochelle Revitalization, LLC,*

78 AD3d at 974, citing Matter of Weinrott [Carp], 32 NY2d at 198.

Clearly, Plaintiff has the right to complete the arbitration for finalization of the terms and release language for any settlement of claims, including the pending Title VII claims, against Columbia under the exclusive jurisdiction of the arbitrator, Martin F. Scheinman, despite the perjury and fraud committed by the Proskauer Rose and Stober attorneys.

V. Non-Recusing and "Jurisdiction-Lacking" District Court Judge Crotty's Injunctions[13] are in Conflict With the U.S. Supreme Court's Precedents and Other Circuits and in Violation of 28 U.S.C.§ 2283 (*Younger Abstention*/Anti- Injunction Act)

Non-recusing Federal District Court Judge Crotty's injunction and obstruction of the expressly arbitration under jurisdiction of the labor arbitrator, Martin F. Scheinman, unconstitutionally obstructs the Petitioner from completing the 2009 "Jury Trial Ready" Main Action as ordered by New York State Supreme Court Justice Joan M. Kenney.

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[13] On December 1, 2017, by indiscriminately striking even the CRIMINAL complaints pending against the Respondents and the attorneys involved before the U.S. Attorney/F.B.I from the SDNY court docket and by totally disregarding all relevant facts and evidence presented, non-recusing District Court Judge Crotty issued yet another "unconstitutional" injunction.

28 U.S.C. § 2283 (Anti-Injunction Act/*Younger Abstention*) and *Colorado River Abstention* prohibits a federal court judge from enjoining any plaintiff's already pending State Court litigation and expressly states that **"A court of the United States may not (grant an injunction to) stay proceedings in a state court...."** .

The U.S. 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)); *Steel Co. v. Citizens for Better Environment*, 523 U.S. 83, 101, 118 S. Ct. 1003, 140 L. Ed. 2d 210 [1998]. 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 had exercised jurisdiction for substantial length of time and case involved state law.)

VI. The Supreme Court Should Also Review the Second Circuit's Disregard for 28 U.S.C. § 455(a) and Use of Double Standards in Not Ordering the Recusal of Nearby SDNY Court Judge Who Openly Condoned Attorney Fraud and Bribery Based on Extrajudicial Favoritism

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).

District Court Judge Crotty had repeatedly disregarded all of the overwhelming facts and evidence presented by the Petitioner by simply striking all of his motion papers from the S.D.N.Y. district court's docket during the past seven and half years and by denying each of the motions for his recusal.

Therefore, for illegal judge shopping purposes, in June 2017, Respondents' recently retained attorney /Defendant Mashberg removed even the 17-cv-4480 case from District Judge Robert W. Sweet to District Judge Crotty for further exploiting his (Judge Crotty's) extrajudicial favoritism towards the Respondents and extreme bias against the

Petitioner. This transfer was done for illegal[14] judge-shopping purposes and for rigging the court system.

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.

Previously, the Second Circuit had held that mandamus may be used to challenge improper transfer orders, *See, e.g., In re Warrick*, 70 F.3d 736, 740 (2d Cir. 1995). However, in this case, apparently because of the attorney fraud and bribery charges, the Second Circuit not only contradicted the U.S. Supreme Court but also contradicted its own prior rulings.

Previously, the Second Circuit itself had ruled that 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)). It also ruled that the Appeals court can review a district court judge's refusal to recuse himself *sua sponte.*

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[14] *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").

United States v. Carlton, 534 F.3d 97, 100 (2d Cir. 2008).

The Second Circuit had also previously 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 can be 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 Stes v. Anderson*,160 F. 3d 231, 233 (5th Cir. 1998).

CONCLUSION

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

Dated: January 19, 2019

Respectfully Submitted,

/s/ *R. S. Raghavendra*

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