19-6564

No. 19-

In the Supreme Court of the United States

In re: WEI ZHOU,

PETITIONER

ON PETITION FOR A WRIT OF MANDAMUS TO THE UNITED STATES COURT OF APPEALS FOR THE SEVENTH CIRCUIT

WEI ZHOU, PETITIONER

v.

MARQUETTE UNIVERSITY OR PETER JONES, RESPONDENT

UNITED STATES OF AMERICA, RESPONDENT

PETITION FOR A WRIT OF MANDAMUS

Wei Zhou
Pro se
Leshanshi Shizhongqu Xiaobalu 613 Hao
Laiyinshuian 25 Zhuang 3 Danyuan 11-1
Sichuan Province 614000
China
0833-2443863
18381520237

QUESTION PRESENTED

Does the Constitution of the United States permit any court of the United States to decline the exercise of jurisdiction given by any law of the United States?

"We have no more right to decline the exercise of jurisdiction which is given, than to usurp that which is not given. The one or the other would be treason to the constitution", *Cohens v. Virginia*, 19 U.S. (6 Wheaton) 264, 387 (1821).

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PETITION FOR A WRIT OF MANDAMUS

Petitioner Wei Zhou respectfully prays that a writ of mandamus issue to direct the United States Court of Appeals for the Seventh Circuit to have its May 16, 2019 order or the case reconsidered.

ORDER BELOW

The May 16, 2019 order of the seventh circuit appears in the Appendix to the petition, from page 1 (1a) to 60, and is unpublished.

JURISDICTION

The jurisdiction of this Court is invoked under 28 U.S.C. § 1651, the All Writs Act, that

> (a) The Supreme Court and all courts established by Act of Congress may issue all writs necessary or appropriate in aid of their respective jurisdictions and agreeable to the usages and principles of law.

CONSTITUTIONAL PROVISION, STATUTORY PROVISION AND RULE INVOLVED

1. The Constitution provides, in pertinent part:

The judicial power of the United States, shall be vested in one Supreme

Court, and in such inferior courts as the Congress may from time to time ordain and establish. ... The judicial power shall extend to all cases, in law and equity, arising under this Constitution, the laws of the United States, and treaties made, or which shall be made, under their authorities; ... - to controversies to which the United States shall be a party; ... - to controversies between ... and between a state, or the citizens thereof, and foreign states, citizens or subjects.

2. 28 U.S.C. § 1332 provides, in pertinent part:

(a) The district courts shall have original jurisdiction of all civil actions where the matter in controversy exceeds the sum or value of $75,000, exclusive of interest and costs, and is between - (1) ...; (2) citizens of a state and citizens or subjects of a foreign state, except that the district courts shall not have original jurisdiction under this subsection of an action between citizens of a state and citizens or subjects of a foreign state who are lawfully admitted for permanent residence in the United States and are domiciled in the same state.

3. The Rule 40 of the Federal Rules of Appellate Procedure provides, in pertinent part:

Unless the time is shortened or extended by order or local rule, a petition for panel rehearing may be filed within 14 days after entry of judgment. But in a civil case, unless an order shortens or extends the time, the petition may be filed by any party within 45 days after entry of judgment if one of the parties is: (A) the United States.

STATEMENT OF THE CASE

1. Factual Background

A. Marquette University Or Dr. Jones Has Not Only Breached The Contract But Also Cruelly Persecuted The Petitioner.

The petitioner entered Marquette University for a Ph.D. in August 2001, the three-part doctoral qualification exam called preliminary exam was required to complete in two years while his three parts consisted of Algebra, Analysis and Semigroup in which Algebra was the prerequisite of Semigroup. Although two chances were possible, it would take one year to finish the course of each part while in the same year, at most two of the three courses were taught and so taking the test of any part before the end of the second year study was not necessary, especially, before the beginning of the second year study was not necessary at all since the exam was not standardized, however, the petitioner took the Analysis test and Semigroup test before the beginning of his second year study, even so, he passed the Analysis test and the graduate chair Dr. Krenz told him that he had done a very good job in the Semigroup test but his adviser Dr. Pastijn wanted him to learn more and so he should take it again and Dr. Krenz said to him: "If you can do a little bit more, or, finish three or four completely, you can pass" which was accepted since actually he had no choice. In addition, Dr. Krenz also encouraged him to learn more and try to pass the exam the next year which was appreciated.

After finishing his second year study, the petitioner took the Algebra test and

the Semigroup test, however, not long after the tests, Dr. Jones, a full professor majoring in Algebra or Semigroup and the department chair, suddenly said to him: "You may change adviser." Although understanding it, the petitioner had not responded. A few days later, Dr. Krenz orally informed him that he had passed the Semigroup test but not the Algebra test. However, the petitioner thought that he should have passed the Algebra test and then followed the process directed by Dr. Krenz to talk to Dr. Jones in which he asked Dr. Jones for a solution to have it confirmed but Dr. Jones never discussed Algebra while said and insisted that he had not passed the Semigroup test, further, in the subsequent debates, Dr. Jones asked him: "No partial credits?" and said: "Three or four means four" which manifested that Dr. Jones thought that his three proofs for the Algebra test had already been correct or complete, but later, Dr. Jones informed him that the Algebra committee of the three members, including Dr. Pastijn, just made a comment in writing that his two proofs had been very good but the other on the problem that "Determine the Galois Group of Polynomial $x^4 + x^3 + x^2 + 1$" had not been complete and so the petitioner again asked Dr. Jones for a solution but Dr. Jones not only did not do so but also repeatedly threatened him not to contact anybody else in the department.

In August 2004, the petitioner had to retain Attorney Albrecht to try to achieve a resolution of the case and then Attorney Albrecht, the General

Counsel Bauer of the university, Dr. Jones and the petitioner had a conference in which Attorney Albrecht and the petitioner again asked Dr. Jones for a solution of the disputed Algebra problem and pointed out that if the petitioner had failed the Semigroup test, then at least he should have been informed in writing, further, since Dr. Jones had wished to be his adviser and so the only possibility was that he had passed it, but Dr. Jones still did not give them any solution of it while Dr. Jones and the General Counsel Bauer gave them a copy of an official document to show that the petitioner had been written notification, however, it happened that the petitioner had just got a very similar document from the copy clerk at the time that he asked her for a copy of his transcripts from his file and so he found that the copy provided by Dr. Jones and the General Counsel Bauer was from the original of altered material. Although not entirely knowing how the forgery had occurred, the petitioner strongly believed that Dr. Jones had been directly involved in the matter while the General Counsel Bauer had overly trusted him.

The lawyers of both parties then requested Dr. Jones and the petitioner to negotiate directly and so the petitioner brought the forms in which he had filled Dr. Pastijn's name in the adviser columns to see Dr. Jones, however, when seeing them, Dr. Jones was so angry that he directly requested the petitioner to have the name changed to his name, the petitioner had to do so and accept

that Dr. Jones would be his adviser. Then, the petitioner was requested to sign the following

AGREEMENT

Marquette University and Wei Zhou ("Zhou") agree as follows:

1. That the Mathematics Department of Marquette University (the "Department") will complete a continuous enrollment form for Zhou for this fall semester and has agreed to allow Zhou to complete an essay to fulfill the requirements of the enrollment. Zhou agrees and understands that he will complete this essay to satisfaction of the Department in order to graduate with a master's degree.

2. That this enrollment and essay will allow Zhou to complete the requirement of the master's degree and that Zhou will apply for, and graduate with, that master's degree this year.

3. That Zhou's acceptance of this continuous enrollment status and his agreement to graduate with a master's degree this year constitutes his acknowledgment and understanding of the fact that he is no longer enrolled in the Department's doctoral program at Marquette University and that there will be no reconsideration of that decision by Marquette University.

4. That Zhou shall have no further contact with anyone in the Department, other than Dr. Jones, and that Zhou will have no further communication with

Dr. Jones or anyone else at Marquette University, about the decision of Marquette University, or any reconsideration of that decision, to terminate Zhou from the doctoral program. Both Parties agree that this paragraph is not intended to prevent Zhou from contacting Dr. Jones about unrelated matters, such as requests for references and/or Zhou's application to other academic program at Marquette University.

Signature_____ Signature_____

Date _____ Date _____

Of course, the petitioner never wanted to do so but the enrollment system for foreign students would be closed soon, if no enrollment before it was closed, he would violate the law of the United States which was the last thing that he wanted to do and so he had to sign it two days before the deadline and then Dr. Jones signed it too. However, Dr. Jones then kept complaining how the petitioner would sign such an Agreement and saying that he was the chair and so he never wanted to sign it too, even more resolutely. Therefore, although the Agreement was signed by both parties it was not agreed by either one, further, although Dr. Jones ever told the petitioner that he no longer could pursue a Ph.D. but could work towards a Master's degree instead, Dr. Jones had indirectly or directly tried to be his adviser.

Following the Agreement, Dr. Jones assigned the petitioner to read the new

part of another Semigroup book to finish the essay. After going over the essay accomplished, Dr. Jones was satisfied with it and invited him to meet but he had wanted to go to some other university and thus he waived.

In 2007, the petitioner hired Attorney Cross. In her letter to Attorney Kipfmueller of the university, she stated that "I am in receipt of your letter to our law firm regarding Mr. Wei Zhou. I have met with Wei Zhou and go over the contents of your letter with him. Quite frankly, I have advised him, and strongly believe that he may have a good contract claim against Marquette University and is well within his time limitation." Indeed, both the official requirement of Dr. Krenz and the acceptance of the petitioner had already constituted a contract that should have been executed whereas the Agreement was the other one that should have been voided and so the petitioner filed the lawsuit against the university with the United States District Court for the Eastern District of Wisconsin but it was dismissed and then the decision was affirmed by the seventh circuit.

In 2009, the petitioner had to refer the case to the Milwaukee County Circuit Court and then the judge ordered that the disputed Algebra proof be reviewed by some other expert and so the petitioner asked Dr. Isaacs, a full professor of UW-Madison and famous, for having a look at it. However, Dr. Isaacs reiterated that he had not known how to solve the problem in general although

finding the answer S_4 by asking computer but in March 2010, he said that he had known how to do it and then emailed his proof got by applying the theorem of the Algebra book written by himself to the petitioner. Although never knowing the theorem before, the petitioner wrote a proof to him after reading his Algebra book by the petitioner self and then he was certain that the petitioner had already given the solution but reviewing his proof, the petitioner found that it was wrong. What happened was so weird that it was concluded that Dr. Jones had not known how to do the Algebra problem which forced him to intentionally say that the petitioner did not pass the Semigroup test or intentionally breach the contract. The solution written by the petitioner was filed with the court timely while a copy of it had been emailed to every member of the Algebra committee, Dr. Jones, Dr. Krenz, the General Counsel Bauer, Attorney Kipfmueller and the others respectively before the filing.

So about in October 2010, by phone, when Dr. Krenz who had been the head of the department asked the petitioner who he wanted to be his adviser, he definitely replied: Dr. Pastijn. However, shortly after the conversation, the Restraining Order against the petitioner was filed with the Milwaukee County Circuit Court by the university and subsequently granted by the court.

Although knowing that the Restraining Order was invalid for any contact for legitimate purpose, the petitioner had not contacted anybody of the university

until some day somebody of the university contacted him first and then by and only by phone or mail or email, he repetitively requested the university to have the contract fulfilled. However, after being accused of violating the Restraining Order by the university, from January 2011 to February 2014, the petitioner was put in jail five times and mental hospital once where he had to take medicines against his will by either Wisconsin through the officers of the office of the Milwaukee County District Attorney or the United States through the officers of the Milwaukee branch of the United States Department of Homeland Security, total time for more than ten months, further, his driver license was seized over and over, his house was searched and his passport was seized by the officers of the Milwaukee branch without warrant or consent, he had to report to either the relevant departments of Wisconsin where he had to take the nonsense drug test or the Milwaukee branch at the required time and finally he was deported to his home country China by the United States through the officers of the Chicago branch of the United States Department of Homeland Security on February 6, 2014.

Therefore, Marquette University or Dr. Jones has not only breached the contract but also cruelly persecuted the petitioner.

B. Not Only Should The Contract Be Enforced But The Agreement Should Also Be Voided.

Since the petitioner met the official requirement of Dr. Krenz while Dr. Jones, a full professor majoring in Algebra or Semigroup and the department chair, had not been capable of doing so and therefore pursuant to the Restatement (Second) of the Law of Contracts, the contract should be enforced which is also firmly supported by his official transcript from the university, see 56a, and all the damage caused by the breach should be restituted by the breaching party.

Since the Agreement was not agreed by either party and so it should be voided, even if it was not agreed by only one party, it still should be voided, although it will be automatically voided once the contract is enforced.

Therefore, not only should the contract be enforced but the Agreement should also be voided.

Meanwhile, the comment of the Algebra committee was inappropriate since the theorem on the solution had not been talked and the solution could not be realized only by the theorems talked while the petitioner had written all the possibilities based on the theorems talked and so his proof should have been considered complete in such a circumstance. For instance, before the imaginary number i is talked, the factorization $x^4 - 1 = (x^2+1)(x+1)(x-1)$ has already been complete although finally only the factorization $x^4 - 1 = (x+i)(x-i)(x+1)(x-1)$ is complete. Furthermore, the petitioner has given the solution by himself after reading the Algebra book written by Dr. Isaacs.

C. All The Judgments Or Decisions Against The Petitioner Made By The Milwaukee County Circuit Court Or The Chicago Immigration Court Or The United States Should Be Reversed.

Since essentially all the judgments or decisions against the petitioner made by the Milwaukee County Circuit Court or the Chicago Immigration Court or the United States are the results that the university or Dr. Jones has not only breached the contract but also cruelly persecuted the petitioner in which not only has Wisconsin violated the Due Process Clause of the Constitution that

> "No state shall ...; nor shall any state deprive any person of life, liberty, or property, without due process of law; nor deny to any person within its jurisdiction the equal protection of the law"

but also the United States has violated not only the Due Process Clause of the Constitution that

> "No person shall ...; nor shall any person be subject for the same offence to be twice put in jeopardy of life or limb; nor shall be compelled in any criminal case to be a witness against himself; nor be deprived of life, liberty, or property, without due process of law"

which has been partly exhibited in the record of USCIS enclosed in the September 6, 2018 letter, see 25a, and the record of ICE enclosed in the April 1, 2019 letter, see 35a, but also the Fourth Amendment of the Constitution that

> "The right of the people to be secure in their persons, houses, papers, and effects, against unreasonable searches and seizures, shall not be violated, and no warrant shall issue, but upon probable cause, supported by oath or affirmation, and particularly describing the place to be secured, and the persons or things to be seized"

over and over for improperly following the university or Dr. Jones and therefore they should be reversed.

D. USCIS Confirms That Not Only Has The Diversity Jurisdiction Of The District Court Over The Case Been Established But The December 5, 2008 Order Should Be Reversed.

In response to the petitioner's Freedom of Information Act/Privacy Act (FOIA/PA) request in which he requested USCIS to check his record to show that he has not been a permanent resident of the United States, USCIS wrote him the September 6, 2018 letter in which it indicates that "We have completed our search for records that are responsive to your request. The record consists of 1 page of material and we have determined to release it in full. The enclosed record consists of the best reproducible copies available."

Since USCIS and only USCIS can make sure whether he ever was a permanent resident while the 1 page of material has no record that he ever was a permanent resident and so it confirms that he has never been a permanent resident and thus it confirms that the case should be heard by the federal

court(s) under 28 U.S.C. § 1332 that

> "(a) The district courts shall have original jurisdiction of all civil actions where the matter in controversy exceeds the sum or value of $75,000, exclusive of interest and costs, and is between - (1) ...; (2) citizens of a state and citizens or subjects of a foreign state, except that the district courts shall not have original jurisdiction under this subsection of an action between citizens of a state and citizens or subjects of a foreign state who are lawfully admitted for permanent residence in the United States and are domiciled in the same state"

and therefore it confirms that not only has the diversity jurisdiction of the district court over the case been established but the December 5, 2008 order, see 50a, should be reversed.

E. The Seventh Circuit Has Not Only Intentionally And Repetitiously Violated 28 U.S.C. § 1332, 28 U.S.C. § 1331, The Judicial Power Clause Of The Constitution And The Doctrines Of The Chief Justice John Marshall But Also So Far Departed From The Accepted And Usual Course Of Judicial Proceedings.

Since USCIS confirms that the December 5, 2008 order should be reversed while the seventh circuit has manifested that it would have no further court action on the petitioner's Motion to Recall the Mandate by the April 3, 2019 order, see 55a or 60a, after receiving the letter from USCIS, and declined to have his Petition for Rehearing and Rehearing En Banc filed with it by the May

16, 2019 order and so it has intentionally and repetitiously declined the exercise of jurisdiction given by 28 U.S.C. § 1332 which has violated not only 28 U.S.C. § 1332 but also 28 U.S.C. § 1331 that

> "The district courts shall have original jurisdiction of all civil actions arising under the Constitution, laws, or treaties of the United States",

the Judicial Power Clause of the Constitution that

> "The judicial power of the United States, shall be vested in one Supreme Court, and in such inferior courts as the Congress may from time to time ordain and establish. ... The judicial power shall extend to all cases, in law and equity, arising under this Constitution, the laws of the United States, and treaties made, or which shall be made, under their authorities; ... - to controversies to which the United States shall be a party; ... - to controversies between ... and between a state, or the citizens thereof, and foreign states, citizens or subjects",

the doctrine of the Chief Justice John Marshall that

> "Courts are the mere instruments of the law, and can will nothing. When they are said to exercise a discretion, it is mere a legal discretion, a discretion to be exercised in discerning the course prescribed by law, and, when that is discerned, it is the duty of the court to follow it. Judicial power is never exercised for the purpose of giving effect to the will of the judge; always for the purpose of giving effect to the will of the legislature; or, in other words, to the will of the law",

see *Osborn v. Bank of the United States*, 22 U.S. (9 Wheaton) 738, 866 (1824), and the other doctrine of the Chief Justice John Marshall that

> "We have no more right to decline the exercise of jurisdiction which is given, than to usurp that which is not given. The one or the other would be treason to the constitution",

see *Cohens v. Virginia*, 19 U.S. (6 Wheaton) 264, 387 (1821).

Since the seventh circuit has declined to have the Petition for Rehearing and Rehearing En Banc filed with it while the United States is a party and so it has violated not only the Judicial Power Clause of the Constitution but also the Rule 40 of the Federal Rules of Appellate Procedure that

> "Unless the time is shortened or extended by order or local rule, a petition for panel rehearing may be filed within 14 days after entry of judgment. But in a civil case, unless an order shortens or extends the time, the petition may be filed by any party within 45 days after entry of judgment if one of the parties is: (A) the United States"

and thus it has so far departed from the accepted and usual course of judicial proceedings.

In conclusion, the seventh circuit has not only intentionally and repetitiously violated 28 U.S.C. § 1332, 28 U.S.C. § 1331, the Judicial Power Clause of the Constitution and the doctrines of the Chief Justice John Marshall but also so far departed from the accepted and usual course of judicial proceedings.

2. Procedural History

The petitioner filed the contract case with the trial court on October 29, 2007,

case No. 07-958, but Honorable Randa dismissed it after agreeing with the university or Dr. Jones that the lawsuit does not belong in federal court.

The court of appeals affirmed by the December 5, 2008 order, case No. 08-2695, and then denied all of the petitioner's motions to recall the mandate which has been stated in the April 3, 2019 order.

This Court denied the petitioner's Petition for a Writ of Certiorari of No. 08 -1055 and all his other petitions which is shown in the website of this Court.

Since the seventh circuit had refused to have the Petition for Rehearing and Rehearing En Banc filed with it by the May 16, 2019 order and so the petitioner submitted his Petition for a Writ of Certiorari whose main contentions have been contained in this petition to this Court and therefore this Court wrote him the August 8, 2019 letter indicating that "The document dated May 16, 2019 pertaining to the above-referenced case is not a final judgment of the court of appeals and is not reviewable on certiorari", see 61a.

Since this Court had indicated that the May 16, 2019 order was not final and so the petitioner submitted his Statement of the Appellant's Position as to the Action Which Ought to Be Taken by This Court on Remand attached a copy of the August 8, 2019 letter to the seventh circuit under its Circuit Rule 54 that

> "When the Supreme Court remands a case to this court for further proceedings, counsel for the parties shall, within 21 days after the

issuance of a certified copy of the Supreme Court's judgment pursuant to its Rule 45.3, file statements of their positions as to the action which ought to be taken by this court on remand"

to again request it to have the Petition for Rehearing and Rehearing En Banc filed with it or the case reconsidered but the Statement has not been filed although received by certified mail on September 10, 2019.

3. Exceptional Circumstance

An exceptional circumstance has been established because the seventh circuit has declined to perform its statutory duty required by 28 U.S.C. § 1332 and the constitutional duty required by the Judicial Power Clause of the Constitution to have the case in which both the petitioner and the United States are parties heard and so far departed from the accepted and usual course of judicial proceedings, further, even though USCIS has confirmed that the December 5, 2008 order should be reversed, the seventh circuit still declines to have it reconsidered as if there were no such a confirmation and even though this Court has indicated that the May 16, 2019 order is not a final judgment and is not reviewable on certiorari, the seventh circuit still declines to have it reconsidered as if there were no such an indication.

However, the exceptional circumstance has provided not only the petitioner with the sufficient conditions to file the Petition for a Writ of Mandamus but

also this Court with the necessary even sufficient conditions to issue the writ of mandamus because

A. The Issuance Of This Court's Writ Of Mandamus Will Be In Aid Of This Court's Appellate Jurisdiction.

Since the May 16, 2019 order should and has to be reviewed as indirectly confirmed by USCIS and directly indicated by this Court while the seventh circuit has declined to do so but it is a lower court of this and only this Court, especially, it is supervised by and only by this Court, and so the order should and may be brought to and only to this Court for review while it is not reviewable on certiorari and hence it should be reviewable on and only on some proper extraordinary writ, in particular, on and only on mandamus, as a result, it should and may be brought to this Court by and only by the Petition for a Writ of Mandamus and reviewed by and only by the issuance of this Court's writ of mandamus (mandamus) and therefore under such an exceptional circumstance, mandamus will be in aid of this Court's appellate jurisdiction.

B. The Exceptional Circumstance Has Warranted The Exercise Of This Court's Discretionary Powers.

Since the May 16, 2019 order should and has to be reviewed while it is not reviewable on certiorari and so the exceptional circumstance has urged this Court to discern the course prescribed by law and then follow the course that is

discerned to have the order reviewed or exercise its appellate jurisdiction and supervisory power along not only the usual but also the unusual appellate and supervisory courses to have the order reviewed and therefore the exceptional circumstance has warranted the exercise of this Court's discretionary powers, specially, the exercise of this Court's discretionary powers given by the All Writs Act that

> "(a) The Supreme Court and all courts established by Act of Congress may issue all writs necessary or appropriate in aid of their respective jurisdictions and agreeable to the usages and principles of law".

And

C. The Adequate Relief Cannot Be Obtained In Any Other Form Or From Any Other Court.

Since the seventh circuit has declined to have the case heard by the May 16, 2019 order and so the petitioner has no way to acquire any relief he deserves from it while the order is not reviewable on certiorari and therefore under the exceptional circumstance, the adequate relief cannot be obtained in any other form or from any other court.

REASONS FOR GRANTING THE PETITION

I. Mandamus Is The Only Way To Resolve Both The Conflict Between

USCIS And The Seventh Circuit And The Conflict Between This Court And The Seventh Circuit.

Since USCIS has confirmed that the December 5, 2008 order should be reversed while the seventh circuit still declines to have it reconsidered and so the conflict between USCIS and the seventh circuit has existed.

Since this Court has indicated that the May 16, 2019 order is not final while the seventh circuit still declines to have it reconsidered and so the conflict between this Court and the seventh circuit has existed.

Since mandamus and only mandamus may have the conflicts resolved under the exceptional circumstance and therefore mandamus is the only way to resolve both the conflict between USCIS and the seventh circuit and the conflict between this Court and the seventh circuit.

II. Mandamus Is The Only Way To Either Resolve The Circuit Conflict Caused By The Seventh Circuit's Violation Of 28 U.S.C. § 1332 Or Guide Each Circuit In The Right Direction.

Since the seventh circuit has violated 28 U.S.C. § 1332 which must have split the circuits and so this Court should and has to have such a circuit conflict resolved.

Even if there exists no such a circuit conflict then every circuit has violated 28 U.S.C. § 1332 which is worse and so in such a case this Court should and has

to guide each circuit in the right direction.

Since under the exceptional circumstance, by and only by mandamus this Court may do so and therefore mandamus is the only way to either resolve the circuit conflict caused by the seventh circuit's violation of 28 U.S.C. § 1332 or guide each circuit in the right direction.

III. Mandamus Is The Only Way To Resolve Both The Circuit Conflict Caused By The Seventh Circuit's Violation Of The Judicial Power Clause Of The Constitution And The Circuit Conflict Caused By The Seventh Circuit's Departure From The Accepted And Usual Course Of Judicial Proceedings.

Since the seventh circuit has declined to have the Petition for Rehearing and Rehearing En Banc in which the United States is a party filed with it and so it has not only violated the Judicial Power Clause of the Constitution but also split both the circuits and itself.

Since the seventh circuit has declined to have the Petition for Rehearing and Rehearing En Banc filed with it while so many petitions for rehearing and rehearing en banc have been filed with the circuits, including the seventh circuit itself, and so it has not only so far departed from the accepted and usual course of judicial proceedings but also split both the circuits and itself.

Since mandamus and only mandamus may have the circuit conflicts resolved

under the exceptional circumstance and therefore mandamus is the only way to resolve both the circuit conflict caused by the seventh circuit's violation of the Judicial Power Clause of the Constitution and the circuit conflict caused by the seventh circuit's departure from the accepted and usual course of judicial proceedings.

IV. Mandamus Is The Only Way Neither To Violate 28 U.S.C. § 1332, 28 U.S.C. § 1331, The Judicial Power Clause Of The Constitution, The Doctrines Of The Chief Justice John Marshall And The Legislative Powers Clause Of The Constitution Nor To Depart From The Accepted And Usual Course Of Judicial Proceedings.

If this Court denies the Petition for a Writ of Mandamus, then since at least the seventh circuit has violated 28 U.S.C. § 1332, 28 U.S.C. § 1331, the Judicial Power Clause of the Constitution and the doctrines of the Chief Justice John Marshall and so this Court will do so too.

If this Court denies the Petition for a Writ of Mandamus, then regarding this case as a precedent, any federal court may decline to hear any case that should be heard under the same diversity jurisdiction as that of the case in the future and so this Court actually has voided the important part of 28 U.S.C. § 1332 that is relevant to the aliens worldwide who are not lawfully admitted for permanent residence in the United States but are domiciled in the same state

while not only is this part not contrary to the spirit of the Constitution but it is the part of one of the supreme laws of the United States according to the Supremacy Clause of the Constitution that

> "This Constitution, and the laws of the United States which shall be made in pursuance thereof; and all treaties made, or which shall be made, under the authority of the United States, shall be the supreme law of the land"

and hence this Court will violate the Legislative Powers Clause of the Constitution that

> "All legislative powers herein granted shall be vested in a Congress of the United States, which shall consist of a Senate and House of Representatives".

If this Court denies the Petition for a Writ of Mandamus, then since the seventh circuit has so far departed from the accepted and usual course of judicial proceedings and so this Court will do so as well.

However, by and only by mandamus, the Petition for a Writ of Mandamus may provide the best opportunity and help for this Court by and only by which this Court may have both the declination that is a worldwide important issue and so also a nationwide important issue and the departure that is at least a nationwide important issue resolved to prevent itself from both violating 28

U.S.C. § 1332, 28 U.S.C. § 1331, the Judicial Power Clause of the Constitution, the doctrines of the Chief Justice John Marshall and the Legislative Powers Clause of the Constitution and departing from the accepted and usual course of judicial proceedings and therefore mandamus is the only way neither to violate 28 U.S.C. § 1332, 28 U.S.C. § 1331, the Judicial Power Clause of the Constitution, the doctrines of the Chief Justice John Marshall and the Legislative Powers Clause of the Constitution nor to depart from the accepted and usual course of judicial proceedings.

CONCLUSION

The Petition for a Writ of Mandamus should be granted.

Respectfully submitted by

Wei Zhou

Wei Zhou
Attorney for the Petitioner
Leshanshi Shizhongqu Xiaobalu 613 Hao,
Laiyinshuian 25 Zhuang 3 Danyuan 11-1,
Sichuan Province, 614000,
China
0833-2443863
18381520237

NOVEMBER, 2019

Additional material from this filing is available in the Clerk's Office.