

ORIGINAL

20-6423

FILED

NOV 17 2020

OFFICE OF THE CLERK  
SUPREME COURT, U.S.

IN THE

SUPREME COURT OF THE UNITED STATES

BYRON LEE

— PETITIONER

(Your Name)

vs.

AT&T SERVICES, INC. / Pacific Bell — RESPONDENT(S)

ON PETITION FOR A WRIT OF CERTIORARI TO

THE NINTH CIR. CT. OF APPEALS

(NAME OF COURT THAT LAST RULED ON MERITS OF YOUR CASE)

PETITION FOR WRIT OF CERTIORARI

BYRON LEE

(Your Name)

4654-B113 EAST AVE. S

(Address)

PALMDALE, CA. 93552

(City, State, Zip Code)

N/A

(Phone Number)

Questions Presented

1. ) Did Los Angeles' Central District of California Court or The Ninth Cir. Ct. of Appeals, commit an Equal Protection Under The Law violation or California's FEHA violation(s) or directly related Ninth Cir. Ct. case decision conflict, when neither court supported their complete preemption decisions, using the Ninth Cir. Ct. 2007 *Burnside v. Kewit*'s twosteps judicial (substantial) test, to support the courts' substantially dependent complete preemption decisions ?
2. ) Did Los Angeles' Central District of California Court or The Ninth Cir. Ct. of Appeals, commit an Equal Protection Under The Law violation or California's FEHA violation(s) or directly related subject matter jurisdiction conflicts, when both lower courts affirmed the state-court removal decision. These lower courts, subject matter jurisdictions decisions, are in direct conflicts with respondent's failed removal motion statutes, used to remove petitioner claim from Los Angeles' Superior Court ?
3. ) Do a federal question, presented on the face of a properly pleaded plaintiff complaint, automatically awards subject matter jurisdiction, to a district court, to decide the merits of plaintiff complaint, when the complaint face federal question qualifier (Breach of Employment Contract Duty), is legally proven to be a state law claim, an Equal Protection Under The Law violation or California's FEHA violation(s) ?
4. ) Did Los Angeles' Central District of California Court or The Ninth Cir. Ct. of Appeals, created a conflict against 28 U.S.C § 1447(c), when neither court granted plaintiff numerous, informal written requests, to remand plaintiff's complaint 'back' to Los Angeles Superior Court, violates plaintiff's Equal Protection Under The Law or California's FEHA violation(s) ?
5. ) Did The Ninth Cir. Ct. of Appeals, commit an Equal Protection Under The Law violation or California's FEHA violation(s), when the court denied appellant request for public counsel, based solely on appellant's Los Angeles District Court *In Forma Pauperis* status ?
6. ) Did Los Angeles' Central District of California Court or The Ninth Cir. Ct. of Appeals, commit an Equal Protection Under The Law violation or California's FEHA violation(s), when neither court, addressed plaintiff numerous, informal, written requests, alleging Breach of Fair Representative Duty against plaintiff's labor union ?
7. ) Did Los Angeles County 2018 Pro Per litigants (including petitioner), had their

Summary - Judgement Opposition motions, affected, by Los Angeles Federal Pro Se Clinic (Los Angeles' Public Counsel), unexpectedly ten (10) plus weeks closure, with zero or extremely limited alternative communication available options, between Los Angeles County 2018 Pro Per litigants and Los Angeles Federal Pro Se Clinic, Public Counsel, an Equal Protection Under The Law violation or California's FEHA violation(s) ?

8.) Did Los Angeles' Central District of California Court or The Ninth Cir. Ct. of Appeals, commit an Equal Protection Under The Law violation or California's FEHA violation(s), when neither court addressed plaintiff, informal, written allegations, in numerous court records, alleging Defendant / Appellee's committed, a Breach of Employment Contract Duty violation, against plaintiff employment rights ?

9.) Did Los Angeles' Central District of California Court or The Ninth Cir. Ct. of Appeals, commit a Breach Of The Implied Covenant Of Good Faith And Fair Dealing Duty or California's FEHA violation(s), when the lower courts failed, to fully or completely, addressed plaintiff's complaint issues in the lower courts decisions ?

10.) Did Los Angeles' Central District of California Court or The Ninth Cir. Ct. of Appeals, committed an Equal Protection Under The Law violation or California's FEHA violation(s), when neither court fulfill plaintiff request for a written and video copy of his September 13, 2017 deposition transcript ?

#### LIST OF PARTIES

All parties appear in the caption of the case on the cover page.

All parties **DO NOT** appear in the caption of the case on the cover page.  
A list of all parties to the proceeding in the court whose judgement is the subject of this petition is as following:

#### RELATED CASE

*Vaca v. Sipes*, No. 114, U.S. Supreme Court. Judgement entered February 27, 1967.

*Caterpillar Inc. v. Williams*, No. 86-526, U.S. Supreme Court. Judgement entered June 9, 1987.

*Builders & Contractors v. Local 302 Intern. of Elec. Workers*, No. 95-16202, U.S. Court of Appeals for the Ninth Circuit. Judgement entered March 27, 1997.

*Balcorta v. Twentieth Century Fox-Film Corp.*, No. 98-56547, U.S. Court of Appeals for the Ninth Circuit. Judgement entered April 6, 2000.

*Burnside v. Kiewit Pacific Corp.*, No. 04-57134, U.S. Court of Appeals for the Ninth Circuit. Judgement entered June 20, 2007.

*Kobold v. Good Samaritan Regional Medical Center*, No. 13-35528, U.S. Court of Appeals for the Ninth Circuit. Judgement entered August 9, 2016.

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IN THE  
SUPREME COURT OF THE UNITED STATES  
PETITION FOR WRIT OF CERTIORARI

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

**OPINIONS BELOW**

For cases from **federal courts**:

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

reported at \_\_\_\_\_; or,  
 has been designated for publication but is not yet reported; or,  
 is unpublished.

The opinion of the United States district court appears at Appendix B to the petition and is

reported at \_\_\_\_\_; or,  
 has been designated for publication but is not yet reported; or,  
 is unpublished.

For cases from **state courts**:

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

reported at \_\_\_\_\_; or,  
 has been designated for publication but is not yet reported; or,  
 is unpublished.

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

reported at \_\_\_\_\_; or,  
 has been designated for publication but is not yet reported; or,  
 is unpublished.

## JURISDICTION

### [X] For cases from federal courts:

The date on which the United States Court of Appeals decided my case was MARCH 11, 2020

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

[X] A timely petition for rehearing was denied by the United States Court of Appeals on the following date: JULY 2, 2020, and a copy of the order denying rehearing appears at Appendix \_\_\_\_\_.

[X] An extension of time to file the petition for a writ of certiorari was granted to and including DEADLINE IS 11-29-2020 (date) on \_\_\_\_\_ (date) in Application No. A Covid-19; 60 DAYS AUTOMATIC EXTENSION

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

### [ ] For cases from state courts:

The date on which the highest state court decided my case was \_\_\_\_\_. A copy of that decision appears at Appendix \_\_\_\_\_.

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

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

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

## CONSTITUTIONAL AND STATUTORY PROVISIONS INVOLVED

U.S. Const. amend. XIV, 'All persons born or naturalized in the United States, and subject to the jurisdiction thereof, are citizens of the United States and of the state wherein they reside. No state shall make or enforce any law which shall abridge the privileges or immunities of citizens of the United States; 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 laws.' (Appendix A, B, C, E, F, H, J, K, M, N)

28 U.S.C § 1331, Original Jurisdiction, 'The district courts shall have original jurisdiction of all civil actions arising under the Constitution, laws, or treaties of the United States. Jurisdiction of federal questions arising under other sections of this chapter is not dependent upon the amount in controversy.' (Appendix F)

28 U.S.C. § 1367, Supplemental Jurisdiction, '(a) Except as provided in subsections (b) and (c) or as expressly provided otherwise by Federal statute, in any civil action of which the district courts have original jurisdiction, the district courts shall have supplemental jurisdiction over all other claims that are so related to claims in the action within such original jurisdiction that they form part of the same case or controversy under Article III of the United States Constitution. Such supplemental jurisdiction shall include claims that involve the joinder or intervention of additional parties.' (Appendix F)

28 U.S.C. § 1447(c), Procedure after removal generally, 'A motion to remand the case on the basis of any defect other than lack of subject matter jurisdiction must be made within 30 days after the filing of the notice of removal under section 1446(a). If at any time before final judgment it appears that the district court lacks subject matter jurisdiction, the case shall be remanded. An order remanding the case may require payment of just costs and any actual expenses, including attorney fees, incurred as a result of the removal. A certified copy of the order of remand shall be mailed by the clerk to the clerk of the State court. The State court may there upon proceed with such case.' (Appendix A, B, C, F)

29 U.S.C. § 185, Suits by and against labor organizations. (Appendix F).

29 U.S.C. § 185 (a), Venue, amount, and citizenship, 'Suits for violation of contracts between an employer and a labor organization representing employees in an industry affecting commerce as defined in this chapter, or between any such labor organizations, may be brought in any district court of the United States having jurisdiction of the parties, without respect to the amount in

controversy or without regard to the citizenship of the parties.' (Appendix F)

29 U.S.C. § 185 (b), Responsibility for acts of agent; entity for purposes of suit; enforcement of money judgments,' Any labor organization which represents employees in an industry affecting commerce as defined in this chapter and any employer whose activities affect commerce as defined in this chapter shall be bound by the acts of its agents. Any such labor organization may sue or be sued as an entity and in behalf of the employees whom it represents in the courts of the United States. Any money judgment against a labor organization in a district court of the United States shall be enforceable only against the organization as an entity and against its assets, and shall not be enforceable against any individual member or his assets.' (Appendix F)

29 U.S.C. § 185 (c), Jurisdiction,'For the purposes of actions and proceedings by or against labor organizations in the district courts of the United States, district courts shall be deemed to have jurisdiction of a labor organization (1) in the district in which such organization maintains its principal office, or (2) in any district in which its duly authorized officers or agents are engaged in representing or acting for employee members.' (Appendix F)

29 U.S.C. §§ 151-169, NATIONAL LABOR RELATIONS ACT, 'Congress enacted the National Labor Relations Act ("NLRA") in 1935 to protect the rights of employees and employers, to encourage collective bargaining, and to curtail certain private sector labor and management practices, which can harm the general welfare of workers, businesses and the U.S. economy.' (Appendix A, B, C, E, F, H, J, K, M, N)

NLRB § 8(b)(1)(A), '(1) to restrain or coerce (A) employees in the exercise of the rights guaranteed in section 7 [section 157 of this title]: Provided, That this paragraph shall not impair the right of a labor organization to prescribe its own rules with respect to the acquisition or retention of membership therein.' (Appendix A, B, C, E, F, H, J, K, M, N)

NLRB § 8(b)(1)(A), Breach of Fair Representative Duty, 'You have a right to be represented by your union fairly, in good faith, and without discrimination. Your union has the duty to represent all employees- whether members of the union or not-fairly, in good faith, and without discrimination. This duty applies to virtually every action that a union may take in dealing with an employer as your representative, including collective bargaining, handling grievances, and operating exclusive hiring halls. For example, a union which represents you cannot refuse to process a grievance because you have criticized union officials or because you are not a member of the union. But the duty does not ordinarily apply to rights a worker can enforce independently-such as filing a

workers' compensation claim - or to internal union affairs - such as the union's right to discipline members for violating its own rules.' (Appendix E)

NLRB § 8(b)(1)(A), Breach of Contract Duty, 'The National Labor Relations Act forbids employers from interfering with, restraining, or coercing employees in the exercise of rights relating to organizing, forming, joining or assisting a labor organization for collective bargaining purposes, or from working together to improve terms and conditions of employment, or refraining from any such activity. Similarly, labor organizations may not restrain or coerce employees in the exercise of these rights.' (Appendix E)

NLRB § 8(b)(1)(A), Breach of the Implied Covenant of Good Faith and Fair Dealing Duty, 'An implied obligation that assumes that the parties to a contract will act in good faith and deal fairly with one another without breaking their word, using shifty means to avoid obligations, or denying what the other party obviously understood.' (Appendix A, B, C, E, F, H, J, K, M, N)

Cal. Gov. Code §§ 12900 - 12996, 'The FEHA is the principal California statute prohibiting employment discrimination covering employers, labor organizations, employment agencies, apprenticeship programs and any person or entity who aids, abets, incites, compels, or coerces the doing of a discriminatory act. It prohibits employment discrimination based on race or color; religion; national origin or ancestry; physical disability; mental disability or medical condition; marital status; sex or sexual orientation; age, with respect to persons over the age of 40; and pregnancy, childbirth, or related medical conditions. The FEHA also prohibits retaliation against for opposing any practice forbidden by the Act or for filing a complaint, testifying, or assisting in proceedings under the FEHA...the outcome of bargaining is intended to reflect the desires and strengths of the parties rather than a governmental judgment by the National Labor Relations Board or by the courts as to what are reasonable positions or fair results.' (Appendix A, B, C, E, F, H, J, K, M, N)

## STATEMENT OF THE CASE

In petitioner judgement, there are crucial courts decisions from Los Angeles District Court and The Ninth Circuit Court of Appeals, in conflict with U.S. Constitutional and Statutory Provisions and directly related Ninth Cir. Ct. case decisions, overlooked to the detriment to petitioner legal positions.

### ARGUMENTS:

CBA denotes collective bargaining agreement.

NLRB denotes National Labor Relations Board.

NLRA denotes National Labor Relations Act.

#### Argument No. 1: Wrongful Complete Preemption-Substantial Dependent.

"Not every claim which requires a court to refer to the language of a labor-management agreement is necessarily preempted", *Builders & Contractors v. Local 302 Intern. of Elec. Workers*, 109 F.3d 1353, 1357 (9th Cir. 1997) (emphasis added)

Los Angeles' Central District of California Court, based their federal jurisdiction authority on petition's state-court Breach of Employment Contract element, listed as element No. 4 (four), on petitioner's January 25, 2017, filed complaint (APPENDIX D, defendant sent to plaintiff, an alteration copy of plaintiff's January 25, 2017 complaint.) The district court breach of employment contract jurisdiction claim, led to the LMRA, subsection 301, complete preemption-substantially dependent decision.

The Ninth Cir. 2007 *Burnside v. Kiewit Pacific Corp.* case decision, established a two-step judicial test process, for courts to use, as judicial guidelines, for the sole purpose of determining the presence or absence of federal question jurisdiction, when weighting the term '*complete preemption*.'

According to Burnside's first test factor: whether an asserted cause of action (Breach of Employment Contract) involves a right conferred upon an employee by virtue of state law, not by a CBA. The district court analysis of plaintiff cause of actions involves California's FEHA rights, NOT respondent's 2012 CBA rights. Otherwise, the district court judge would have ended his analysis, before analyzing Burnside's second test (substantially dependent) factor.

"To prevent such evasion, the Lueck line of section 301 preemption cases and its progeny require, first, an inquiry into whether the asserted cause of action

involves a right conferred upon an employee by virtue of state law, not by a CBA. If the right exists solely as a result of the CBA, then the claim is preempted, and our analysis ends there...If such dependence exists, then the claim is preempted by section 301; if not, then the claim can proceed under state law", *Burnside v. Kiewit Pacific Corp.*, 491 F.3d 1053, 1059, 1060 (9th Cir. 2007) (emphasis added)

According to Burnside second test factor: '*substantially dependent*' means "whether the claim can be resolved by look[ing] to versus interpreting the CBA.", *Burnside v. Kiewit Pacific Corp.*, 491 F.3d 1053, 1060 (9th Cir. 2007) (alteration added) (emphasis added) and not by the number of times or subject matters, a court may need to 'look at' or 'refer to' a collective bargaining agreement.

The Ninth Cir. previously stressed that, "in the context of subsection 301 complete preemption, the term interpret is defined narrowly--it means something more than 'consider,' or 'refer to' or 'apply'", *Balcorta v. Twentieth Century-Fox Film Corp.*, 208 F.3d 1102, 1108 (9th Cir. 2000) (alteration in orginal) (emphasis added)

When a court apply something more than 'look at' or 'refer to' or 'apply' or 'consider' to respondent mandatory 2012 CBA, Article 7.05 A 3 (Appendix E) incompleteness, then a court will discover petitioner's breach of employment contract element can be resolve without a court interpreting respondent CBA. Therefore, petitioner believes complete preemption do not apply in this case.

Since petitioner's Breach of Employment Contract element, can be resolved, without interpreting respondent's 2012 CBA, leads to Los Angeles' Central District of California Court and The Ninth Cir. Ct.'s, unlawful, recorded, breach of employment contract, federal jurisdiction claim and complete preemption decisions, can not stand, without inflicting a national, negative, uniformity impact onto America judicial system.

Petitioner believes, and the district court civil minutes order confirmed, "If the LMRA does not preempt any of plaintiff's claims, then the court lacks subject matter jurisdiction over this action because plaintiff does not have a federal cause of action.", *Caterpillar Inc. v. Williams*, 482 U.S. 386, 392 (1987) (emphasis added)

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U.S. Const. amend. XIV

Cal. Gov. Code §§ 12900 - 12996

29 U.S.C. §§ 151-169

NLRB § 8 (b) (1) (A)

NLRB § 8 (b) (1) (A) Breach of the Implied Covenant of Good Faith and Fair Dealing Duty

Argument No. 2: Improper Superior Court Removal.

The district court complete preemption decision, masked defendant's state-court removal motion decision. The district court September 24, 2018 decisions, left defendant's state-court, show cause removal motion, without a qualifying federal question or a legally established LMRA, subsection 301 qualifier, for legal removal. The district court should have issue a remand order, to return plaintiff claim back to state-court, under statute 28 U.S.C. § 1447 (c)

Respondent's Los Angeles Superior Court, Show Cause Removal Motion, is based on 28 U.S.C. §§ 1331, 29 U.S.C. §§ 185 and 28 U.S.C. §§ 1367 (APPENDIX F, defendant sent to plaintiff, an unfiled dated / time stamped copy of defendant's Notice of Removal.)

28 U.S.C. § 1331 Title: Jurisdiction: Do not apply to petitioner's complaint, because Los Angeles' Central District of California Court, denied all federal questions raised by defendant, in the district court September 24, 2018 Civil Minutes Order and plaintiff's breach of employment contract (element No. 4), can be resolve, without interpreting defendant CBA, removed any district court claim for subject matter jurisdiction.

29 U.S.C. § 185 Title: Suits 'by' and 'against' labor organizations: Do not directly pertain to petitioner court complaint, because petitioner's labor union participated with defendant, to suppress petitioner's mandatory 2015 grievance procedure, Article 7.05 A 3. Local 9504 president Kennedy, lack of actions, on petitioner employment behalf, went directly against petitioner best employment interest, during the parties 2015 grievance proceedings.

If respondent wants to use 29 U.S.C. §§ 185 in a separate suit against petitioner's labor union, to share the damages owe to petitioner, then 29 U.S.C. §§ 185 is an appropriate usage, based on the statute definition.

29 U.S.C. § 185 (a) Title: Venue, Amount and Citizenship: Do not apply to petitioner's complaint, because petitioner's complaint is grounded in California's state-law (FEHA) claim. An invalid collective bargaining agreement is involved in petitioner complaint and there are zero federal question(s) legally recognized by the district court.

" The Court of Appeals for the Ninth Circuit reversed, holding that the case was improperly removed...The court determined that respondents' state-law claims were not grounded, either directly or indirectly, upon rights or liabilities created

by the collective-bargaining agreement...Since respondents' cause of action did not require interpretation or application of the collective-bargaining agreement..the court concluded that the complaint did not arise under § 301 and was not removable to federal court.", *Caterpillar Inc. v. Williams*, 482 U.S. 386, 390, 391 (1987) (alterations in original) (emphasis added)

29 U.S.C. § 185 (b) Title: Responsibility for acts of agent; entity for purposes of suit; enforcement of money judgement: Do not currently apply to petitioner's complaint, because petitioner's labor union do not represent petitioner interest, in any United States Court, because petitioner have a state-law claim. The enforcement of money judgement will apply if a review produce a different decision than the lower courts decisions.

29 U.S.C. § 185 (c) Title: Jurisdiction: Do not apply to petitioner's complaint, because the district Court lacks subject matter jurisdiction, based on defendant failure to establish a single federal question, recognized by Los Angeles' Central District of California Court, to qualify as federal jurisdiction ground and a complaint face, federal question, jurisdiction qualified element, is resolvable without interpreting respondent CBA.

"a defendant cannot, merely by injecting a federal question into an action that asserts what is plainly a state-law claim, transform the action into one arising under federal law...Congress has long since decided that federal defenses do not provide a basic for removal.", *Caterpillar Inc. v. Williams*, 482 U.S. 386, 394 (1987) (alteration in original)(emphasis added)

28 U.S.C. § 1337 Title: Supplemental Jurisdiction: "in any civil action of which the district court have original jurisdiction, shall have supplemental jurisdiction over all other claims that are so related to claim". Do not apply to petitioner's complaint, because Los Angeles' Central District of California Court, erroneously awarded itself subject matter jurisdiction, based on a resolvable breach of employment contract element claim, without having to interpret defendant's CBA.

All of respondent's state-court federal statutes used to remove petitioner state-court claim, failed judicial review or legal challenged by petitioner filed appeals.

Petitioner's well-pleaded remand requests, are stated in his district court and Ninth Cir. Ct. records, before final judgement was finalized. Los Angeles Superior Court, district court and appellate courts' removal decisions, can not stand, without a national, negative, uniformity impact onto America judicial system.

U.S. Const. amend. XIV

29 U.S.C. §§ 151-169

NLRB § 8 (b) (1) (A)

NLRB § 8 (b) (1) (A) Breach of the Implied Covenant of Good Faith and Fair Dealing Duty

Argument No. 3: Failed Federal Jurisdiction Claim.

Los Angeles' Central District of California Court, September 24, 2018 confirmed, "The presence or absence of federal-question jurisdiction is governed by the well-pleaded complaint rule,' which provides that federal jurisdiction exists only when a federal question is presented on the face of the plaintiff's properly pleaded complaint.", *Caterpillar Inc. v. Williams*, 482 U.S. 386, 392 (1987)

Petitioner believes his complaint consists of zero (0) federal questions and an invalid individual 2012 CBA, to dispute the district court federal jurisdiction claim decision.

Since plaintiff's breach of employment contract duty, can be resolved, without interpreting respondent CBA, then the district court, lacks subject matter jurisdiction grounds to proceed in any court governed by federal laws.

Defendant refusal to fully participate with parties 2012 CBA grievance procedure, led plaintiff to file a breach of employment contract duty claim. Respondent CBA behavior, released plaintiff from any legal obligations, under defendant 2012 CBA language and federal laws or federal jurisdictions.

The district court September 24, 2018 civil minutes order, failed to directly addressed plaintiff's breach of employment contract element federal standing, listed as cause of action No. 4(four), on petitioner's Los Angeles Superior Court complaint.

The Central District of California Court, used plaintiff's breach of employment contract element, as ground(s) for federal jurisdiction, then awarded defendant complete preemption.

The district court's federal jurisdiction claim and complete preemption decision, can not stand, without a national, negative, uniformities impact onto America judicial system.

U.S. Const. amend. XIV

29 U.S.C. §§ 151-169

NLRB § 8 (b) (1) (A)

NLRB § 8 (b) (1) (A) Breach of the Implied Covenant of Good Faith and Fair Dealing Duty

Argument No. 4: Failure To Remand.

Los Angeles' Central District of California Court's September 24, 2018 Civil Minutes Order, dismissing ALL defendant's federal questions, should have moved Los Angeles district court away from any federal jurisdiction claim and toward activating 28 U.S.C. § 1447 (c)

A 28 U.S.C. § 1447 (c) district court remand order, for lack of subject matter jurisdiction, failed to materialized from either lower courts, but should have occurred, based on defendant's Los Angeles Superior Court's Notice Of Removal statutes, used on defendant removal motion. The federal statutes invoked by defendant removal motion, was not directly addressed in the district court September 24, 2018 civil minutes order decisions, gave Los Angeles District Court authority to remand plaintiff complaint back to Los Angeles Superior Court.

Throughout the district court September 24, 2018 civil minutes order, the judge used passages from plaintiff's summary judgement motion to solidify his judgements. Therefore, plaintiff believes the judge should have acted upon plaintiff's summer judgement motion written request, to remand plaintiff complaint back to state-court, using the same judicial decree displayed throughout his September 24, 2018 decisions. The district and appellate courts' remand, overlooked decision, can not stand, without a national, negative, uniformities impact onto America judicial system.

The court also opined on collective bargaining agreement's wages. "The district court held that California Labor Code § 201.5 created an independent, nonnegotiable state law right, and that interpretation of the collective bargaining agreement was not required for resolution of Balcorta's claims.", *Balcorta v. Twentieth Century Fox-Film Corp.*, 208 F.3d 1102, 1105 (9th Cir. 2000) (emphasis added)

U.S. Const. amend. XIV

29 U.S.C. §§ 151-169

NLRB § 8 (b) (1) (A)

NLRB § 8 (b) (1) (A) Breach of the Implied Covenant of Good Faith and Fair Dealing Duty

Argument No. 5: Request For Public Counsel - Denied.

Plaintiff wanted to file an appeal after Los Angeles' Central District of California Court September 2018 decision, but lacked the \$ 505.00 dollars filing fees, needed for the district court clerk to accept plaintiff appeal.

The ONLY other option for the district court clerk to accept plaintiff appeal request, without paying \$ 505.00 dollars fee payment, was to file a district court **In Forma Pauperis** request form.

Los Angeles' Central District of California Court, granted plaintiff's **In Forma Pauperis**, appeal request (**APPENDIX G**), then forward petitioner's granted appeal request to the Ninth Cir. Ct. A district court clerk employee, confirmed the clerk office normal practice, is to send a copy of a granted *In Forma Pauperis* request form to the Ninth Cir. Ct. of Appeals.

The Ninth Cir. Ct. sent appellant a letter dated October 24, 2018 (**APPENDIX H**, **The Ninth Cir. Clerk's office, sent appellant an undated/time stamped docket fees request letter.**), warning appellant of his unpaid \$505.00 dollars docket fee and a failure to pay docket fee within 14 days will lead to appellant appeal being dismissed.

Appellant sent a copy of the Ninth Cir. Ct. clerk's office October 2018 letter and a copy of the district court granted *In Forma Pauperis* document to the Ninth Cir. clerk office, to prove plaintiff's docket fee was waved by the district court.

The Ninth Cir. Ct. denied appellant's request for a public counsel, submitted through a district court attorney request form (Ninth Cir. Ct. **DO NOT** have attorney request form...true statement), transformed into a Ninth Cir. Ct. public counsel request form (**APPENDIX I**, **Time stamped and recorded date available in the Ninth Cir. clerk's office.**) Appellant, submitted copy of the district court, *In Forma Pauperis* (fee waiver) form, was used by the Ninth Cir. Ct. to deny appellant public counsel request appointment (**APPENDIX J**).

If The Ninth Cir. Ct. appellant request for public counsel decision is legally correct, then there is zero legal path for any poverty stricken Pro Per litigants, to avoid an appellate court public counsel request calamity.

The Ninth Cir. Ct. needs a national uniformity 'request for public counsel' compliance upgrade, that reflects The U.S. Supreme Court's public counsel assignment process, for Pro Per litigants with *In Forma Pauperis* lower courts status. This national uniformity will serve as a protected barrier to prevent another *In Forma Pauperis* status Pro Per litigants, from experiencing petitioner's appellate court request for public counsel denial. The Ninth Cir. Ct.'s, appellant request for attorney, denial decision, can not stand, without a national, negative,

uniformities impact onto America judicial system.

**U.S. Const. amend. XIV**

**29 U.S.C. §§ 151-169**

**NLRB § 8 (b) (1) (A)**

**NLRB § 8 (b) (1) (A) Breach of the Implied Covenant of Good Faith and Fair Dealing Duty**

**Argument No. 6: Breach Of Fair Representative Duty.**

When a court apply something more than 'look at', 'refer to', 'consider' or 'apply' to respondent's 2012 CBA Article 1-Recognition and Article 7.05 - Grievance Procedure, two facts will emerge:

First, respondent's 2012 CBA Article 1 clearly assigned exclusive CBA authority to management and the unions. Secondly, Article 7.05 step-by-step procedures are clear, eliminate any need to interpret respondent's CBA, to determine breach of employment contract duty, contractual disputes.

Example: Petitioner's labor union never forced respondent to fulfill their mandatory Article 7.05 A 3 requirements, for regular or term employees step III (dismissal only) procedure, nor filed for arbitration on petitioner behalf.

The lower courts records supports, neither respondent nor petitioner's labor union, addressed petitioner CBA Article 7.05 A 3 noncompliance charges, in petitioner's complaint. None of the lower courts reasons for petitioner 'faulty complaint' are valid.

Example: petitioner FAILED to exhaust all CBA available grievance remedies, before filing suit in state court, are false.

Clearly, respondent CBA Articles 1.01, 1.02, 1.03 and 7.05, proved petitioner failure to exhaust grievance remedies charges are false. The lack of contractual action by local 9504 or CWA District-9 South, are solid grounds for breach of fair representative duty, against petitioner's labor unions.

Another court option is to extend a declaration invitation to CWA local 9504 and CWA District-9 South, concerning their actions in this matter. "And Kobold has not alleged that ONA breached its duty of fair representation in agreeing to settlement...Because Kobold cannot prove that her contractual remedies were exhausted, and does not allege that ONA breached its duty of fair representation, she cannot pursue any alleged GS ONA CBA violation.", *Kobold v. Good Samaritan Regional Medical Center*, 832 F.3d 1024, 1036, 1037 (9th Cir. 2016)

(alteration added) (emphasis added)

There are numerous statements in the lower court records, alleging petitioner's labor union, breached its duty of fair representative. The district court civil minutes order, alleging plaintiff's collusion, corruption and conspiracy charges, against his labor union and respondent employees, were lifted from plaintiff's summary judgement motion. Proves, petitioner faith in his labor union was non-existence. The district court judge, used plaintiff's summary judgement motion passages and judicial discretion, to support his judgement.

"In his charge to the jury, the trial judge instructed that petitioners would be liable if Swift had wrongfully discharged Owens and if the Union had "arbitrarily...and without just cause or excuse... refused" to press Owens' grievance to arbitration. Punitive damages could also be awarded, the trial judge charged, if the Union's conduct was "willful, wanton and malicious", *Vaca v. Sipes*, 386 U.S. 171, 176 (1967) (emphasis added)

In petitioner case, his union refused to forced respondent full participation in Article 7.05 A 3, a mandatory final grievance procedure step, for regular or term dismissed employees. Also, petitioner's labor union failed to file for arbitration in petitioner grievance procedure process. CWA inactions are clear breach of fair representative duty violations and a violation of the U.S. Constitutional Fourteenth Amendment.

The district and appellate courts', breach of fair representative duty, overlook, can not stand, without a national, negative, uniformities impact onto America judicial system.

#### U.S. Const. amend. XIV

##### 29 U.S.C. §§ 151 - 169

###### NLRB § 8 (b) (1) (A)

###### NLRB § 8 (b) (1) (A) Breach of Fair Representative Duty

###### NLRB § 8 (b) (1) (A) Breach of the Implied Covenant of Good Faith and Fair Dealing Duty

###### Argument No. 7: Summary Judgement - Equal Treatment Under The Law.

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When a court compare 2018 Los Angeles County Pro Per litigants access to Los Angeles Federal Pro Se Clinic public counsel, against the 2020 Los Angeles County Pro Per litigants access to *Los Angeles Federal Pro Se Clinic* public counsel, a court will discover there were clear UNEQUAL access treatments

between these two Los Angeles County Pro Per litigants groups, to Los Angeles Federal Pro Se Clinic, public counsel.

The 2020 Los Angeles County Pro Per litigants, have multiple alternative communications access options to Los Angeles Federal Pro Se Clinic, Public Counsel.

The 2018 Los Angeles County Pro Per litigants, were clearly placed in a disadvantage legal positions, when Los Angeles Federal Pro Se Clinic, closed for ten (10) plus weeks (**APPENDIX K**), left Los Angeles County 2018 Pro Per litigants, without communications with Los Angeles Federal Pro Se Clinic, public counsel.

The lack of access to Los Angeles federal public counsel, led to a lack of summary judgement information and guidance, provided by Federal Pro Se Clinic public counsel. These legal differences, between Los Angeles County Pro Per litigants groups, are clear different treatments under the same federal legal system.

The 2020 litigants group, went into their summary judgement motion oppositions hearings, with the proper information and guidance, provided by Los Angeles Federal public counsel, to argue against defendants summary judgement motions. The 2018 Los Angeles County Pro Per litigants, enter summary judgement motion oppositions hearings, without the proper information and guidance, provide by Los Angeles federal Pro Se Clinic, public counsel to argue against defendants summary judgement motions.

Partitioner believes his Summary Judgement filing errors are directly related to a lack of information and guidance, provided by Los Angeles Federal Pro Se Clinic, Public Counsel.

The Equal Protection Clause statement, is from the text of the Fourteenth Amendment of the United States Constitution. The clause, which took effect in 1868, provides "nor shall any State [...] deny to any person within its jurisdiction the equal protection of the laws", U.S. Const. amend. XIV (alteration added) (emphasis added) It mandates that individuals in similar situations be treated equally by the law.

Los Angeles' Central District of California Court, September 24, 2018 Summary Judgement decision, can not stand, without a national, negative, uniformities impact onto America judicial system.

U.S. Const. amend. XIV

29 U.S.C. §§ 151-169

NLRB § 8 (b) (1) (A)

NLRB § 8 (b) (1) (A) Breach of the Implied Covenant of Good Faith and Fair Dealing Duty

Argument No. 8: Breach of Employment Contract Duty.

The lower court records will confirm, defendant never claimed in any court filings, that defendant's mandatory 2012 CBA article 7.05 A 3 was completed or petitioner noncompliance Article 7.05 A 3 charges are false. In fact, inside defendant's appellate court answer brief, appellee states their official reply to petitioner Article 7.05 A 3 noncompliance charges (**APPENDIX L, appellee's answer brief page 8 is recorded in the Ninth Cir. Clerk's office.**) Lee nor his labor union escalated his grievance nor filed for arbitration or something similar to those words.

Respondent's 'failure to exhaust CBA remedies' charge, against petitioner's labor union are true, because there are zero documents, filed by petitioner's labor union anywhere, to establish CWA local 9504 or CWA District-9 South, legally requested respondent to comply fully with Article 7.05 A 3 grievance procedure language.

Respondent's 'failure to exhaust CBA remedies' charge against petitioner, is false, because petitioner had NO authority under respondent 2012 CBA, to compel signature parties, to legally follow their own articles contractual language, to solve petitioner's grievance complaints.

Neither union entities filed for arbitration on petitioner behalf, during the 2015 grievance procedure. Respondent purposely circumvented their own CBA Article 7.05 A 3, contract language to prevent AT&T upper management employees, from discovering petitioner wrongful dismissal. Defendant behavior during plaintiff grievance procedure, along with other illegal acts, are grounds for breach of employment contract duty.

The district and appellate courts', breach of employment contract duty, overlook, can not stand, without a national, negative, uniformities impact onto America judicial system.

U.S. Const. amend. XIV

29 U.S.C. §§ 151 - 169

NLRB § 8 (b) (1) (A) Breach of Contract Duty

NLRB § 8 (b) (1) (A)

NLRB § 8 (b) (1) (A) Breach of the Implied Covenant of Good Faith and Fair Dealing Duty

Argument No. 9: Breach Of The Implied Covenant Of Good Faith And Fair Dealing Duty.

Based on the well pleaded complaint rule and California's Fair Employment and Housing Act (APPENDIX M), petitioner believes there are clear and convincing facts against respondent's conflicts with breach of the implied covenant of good faith and fair dealing duty, concerning California's state-law claims (FEHA), were overlooked by the lower courts. Petitioner's informal Ninth Cir. Ct. briefs and respondent's Article 7.05 A 3 noncompliance actions, written in appellate court record, will lead a court to consider, whether or not, defendant believes there are few legal penalties associated with their noncompliance behavior, when dealing with employees' working rights. These workers' rights are clearly a huge part of petitioner's courts records. Petitioner believe there are enough written facts in the lower courts records, concerning respondent breach of the Covenant of Good Faith and Fair Dealing Duty, against California's FEHA employment laws.

Petitioner wrongful dismissal complaint, is the first complaint in this category, inside local 9504 territory, to clearly expose respondent's workers' rights abuses, backed by petitioner's AT&T emails, proving petitioner wrongful dismissal. Petitioner is certain, any past or future employee wrongful dismissal charges, against respondent, will NOT include the solid corporation evidence filed in petitioner case. If our legal system fails to hold respondent legally accountable for its disregards for workers' rights, then respondent and other employers, whom shares respondent workers' rights ideology, will continue to abuse all workers' rights, established through America judicial system.

The district and appellate courts', breach of the implied covenant of good faith and fair dealing duty, overlook, can not stand, without a national, negative, uniformities impact onto America judicial system.

Cal. Gov. Code §§ 12900 - 12996

29 U.S.C. §§ 151 - 169

NLRB § 8 (b) (1) (A)

NLRB § 8 (b) (1) (A) Breach of the Implied Covenant of Good Faith and Fair Dealing Duty

Argument No. 10: Petitioner's Deposition Transcript Request.

Los Angeles district court request form (APPENDIX N), confirms both lower courts

placed plaintiff/appellant in a disadvantage position, to defend against defendant out of context deposition statements, cited in the district court September 2018 order, to solitify defendant arguments against plaintiff complaint pleadigs. The lower courts actions were directly in conflick with Equal Protection Under The Law of The U.S. Constitution Fourteenth Amendment. The district and appellate courts', breach of The U.S. Fourteenth Amendment, overlook, can not stand, without a national, negative, uniformities impact onto America judicial system.

**U.S. Const. amend. XIV**

**29 U.S.C. §§ 151-169**

**NLRB § 8 (b) (1) (A)**

**NLRB § 8 (b) (1) (A) Breach of the Implied Covenant of Good Faith and Fair Dealing Duty**

## REASONS FOR GRANTING THE PETITION

Petitioner reasons for granting a review are the SAME national reasons our fellow Americans are street protesting, and rioting across America.

### Unfairness and Corruption in every sector inside America society.

(Petitioner opinions are expressed, through a lifetime living experience, inside America society. Petitioner reasons, starts from a state of hopefulness and ends with constitutional issues, during petitioner's five years journey, into our judicial system. Please read petitioner complete Reasons to Grant...Thanks.)

As a Seventeen years employee at AT&T, with a Pro Per litigant status and a lifetime citizen of The United States of America, are reflection images of a proud American man, with personal qualities molded into petitioner, by his working class community.

A sense of fairness, country pride and a desire to overcome huge, personal success odds, shaped petitioner's inner core during the turbulent, sixties and seventies years, inside America society. These qualities ties all Americans to deeply held trust, in our federal institutions.

Over the past few decades, most Americans faith in our federal institutions, have eroded, to the detriment of working class Americans. Whether its our prison system, education system, health system, political system or judicial system. These systems are America's bed rock pillars, governing our country. In petitioner opinion, our bed rock pillars have shifted, away from fairness and towards an unhealthy and unbalance mixture of America's oligarchy.

As a sixty-two years old American man, the past five years was my first in-depth experience, into our judicial system. A judicial system, in petitioner view, overlooked solid evidentiary material facts (Ex: Simi Valley police officer courtesy notice), in favor for, possibly, constitutional / statutory provisions misusage and errors, committed by America most seasonal, judicial, trusted minds.

Example: Plaintiff had no authority to activate any part of defendant's 2012 CBA. The district court civil minutes order confirmed, plaintiff, is a non-signature party to appellee's 2012 CBA. Then, the district court held plaintiff, responsible for failing to exhaust the CBA grievance procedure remedies, instead of blaming plaintiff's labor union, whom represented plaintiff grievance, as a 2012 CBA signature party.

One of America most common decency belief, is innocence before guilt, so I

wrote my above criticism, with this bed rock decency pillar in mind, but, petitioner federal and appellate court records and decisions, forced petitioner to accuse our judicial system in California, of bias, against some working class citizens and favorable treatment, towards America's business class corporations.

Petitioner believes there are unhealthy personal relationships, between some judicial employees, business corporations CEOs and politicians. Created through private dinner parties, charity events and other social gatherings, closed to 99.99999~ percent of working class Americans.

Using petitioner's complaint, as a foundational, justification reason, to highlight petitioner unfairness accusations, against California's judicial system. These highlighted courts decisions will lead the Supreme Court, to grant a review to correct a wrong, committed by respondent. This correction will force other America corporations, to double check their workers' rights policies.

When Southwestern Bell Company (SBC), purchased Pacific Bell in 1997 (AT&T in 2008), then placed SBC's California corporate headquarter in liberal values San Francisco, petitioner curiously was stroked, because SBC business model atmosphere, is based on conservative Texas' values.

There are conservative minded metropolitan, California cities, that naturally fits SBC conservative social values, to maintain SBC conservative image. SBC conservative values and imagine are available in San Diego and Orange County conservative lifestyles.

As petitioner ponded, SBC's San Francisco headquarter selection, he quickly realized SBC business objectives, for their San Francisco location.

San Francisco is California condense, area of pure political and judicial state power. California past and current powerful politicians, lives in and around San Francisco. The Ninth Circuit Court of Appeals, is located in San Francisco. There's a consistent, violator mixture of political power and money, for decades, in San Francisco's filthy, back alleys and dirty, secret, high society world, operating under darkness, without any reproach. This corrupt mixture, is a huge part of the core sickness, that produces poverty status among hard working class Californians. This corrupt realization, created a real sense of hopelessness futures, for common working class Californians, desperate to advance their children upward mobilities, towards America highest paying jobs positions, to avoid their parents, back-breaking working class status.

Gaining a financial edge became more difficult, as California corruption levels, increased, across all sectors. America's oligarchy social structures are rooted deep, through our country biology. bloodlines and these bloodlines main concerns, are

control and total power, over America daily exsistence.

If the Supreme Court select petitioner case for review, the court will quickly discover, petitioner was victimized (and other Pro Per litigants), through California judicial system (multiple times in Los Angeles district court and multiple times in The Ninth Cir. Ct. of Appeals). Purposely or unpurposely, either way, petitioner and his family loss their life values, earned through hard work and sacrifice.

Petitioner's wrongful termination claim, is the worst type of civil action our judicial system respects, as worthy of any court discussion time. These long held courts beliefs, concerning plaintiff civil actions claim, prevented any pro bono attorneys, from seriously considering petitioner legal fight, without upfront full service payment, left plaintiff with two options: Fight or Flight.

Here we stand, at America greatest federal institution, our U.S. Supreme Court. A true David verses Goliath America story, is silence testimony to the legal strenght of petitioner's complaint. Powerful business members and judicial employees, aligned through dinner parties handshakes and back pats, prevented plaintiff's complaint from receiving Lady Justice's blind and fair judgement in California lower courts system.

Example: Petitioner's time extension motion, requesting more time to allow Los Angeles Federal Pro Se Clinic to reopen, from its ten-plus weeks closure, would have provided Los Angeles County 2018 Pro Per litigants, an EQUAL opportunity to receive information and guidance from Los Angeles Federal Pro Se Clinic Public Counsel, to correctly file Pro Per litigants' summary judgement opposition motions.

After defendant countless legal road blocks, to prevent a fair judgement, plaintiff legal pathway for a fair justice decision remain intact, due to constitutional and /or statutory provisions violations and directly related appellate court case conflicts, occurred at each favorable defendant court decisions, as petitioner complaint proceeded through California's judicial structure.

Plaintiff is a working class litigant, representing a solid grievance claim, that reached a tipping point between pure business corruption and blind justice.

Through petitioner's Questions Presented and Statements of the Case sections of his petition, lies bare, thoughts provoking reflections upon California's lower courts decisions, concerning petitioner's complaint.

Example: Defendant claimed at their Show Cause Removal Motion hearing, conducted inside Los Angeles Superior Court, listed statutes 28 U.S.C. § 1331, 28 U.S.C. § 1367 and 29 U.S.C. § 185, to satisfy superior court legal grounds, to

grant removal, to Los Angeles district court, against an angry presiding judge, judgement.

None of defendant's federal invoked statutes, in Los Angeles Superior Court, show cause removal motion hearing, were validated in the district court decision. Written then filed, in the district court record on September 24, 2018.

The Central District of California Court, also ruled against, every bogus federal question raised, by defendant, through their summary judgement motion. Left defendant's show cause removal motion, without any federal question jurisdiction. Althought plaintiff constantly, requested his complaint, be remand back to state-case, through plaintiff's informal briefs, both lower courts failed to activate 28 U.S.C. § 1447(c), to remand petitioner complaint back to Los Angeles Superior Court, based on a lack of subject matter jurisdiction in the district court. The district court claimed subject matter jurisdiction, under the plaintiff's well-pleaded complaint rule. Cited breach of employment contract is substantially dependent on defendant's CBA.

The Ninth Cir. Ct.'s 2007 Burnside decision, set 'substantial dependent' decision guidelines, for the court, to determine complete preemption claims. Substantial dependent decisions ARE NOT judicial discretion options, at The Ninth Cir. Ct. of Appeals.

Petitioner arguments against the district court complete preemption claim, are located under his petition's Questions Presented and Statements of the Case, Question No.1 and Arguement No.1.

Petitioner filed an In Forma Pauperis request form with the district court, to appeal the district court decision. The district court judge agreed, plaintiff have substantial questions, by issuing a granted In Forma Pauperis appeal form to The Ninth Cir. Ct. of Appeals.

At The Ninth Cir. Ct., Appellant had his first opportunity to receive a public counsel, but was denied, by the appellate court, because the appellate court claimed, appellant filed his district court, In Forma Pauperis status (to represent himself), with The Ninth Cir. clerk office. Petitioner argument against the court public counsel decision, is located under his petition's Questions Presented and Statement of the Case, Question No.5 and Arguement No.5.

The Ninth Cir. Ct. current practice of, denying poverty stricken Pro Per litigants, with lower courts In Forma Pauperis status, access to public counsel, affects, all Pro Per litigants in the appellate court geography territory. The Ninth Cir. Ct. current public counsel request practice, is detrimental to every Pro Per litigants govern under The Ninth Cir. Ct. of Appeals.

Petitioner's petition, consist of ten (10) constitutional and statutory provisions issues, multiple mis-usages of directly related Ninth Cir. Ct. case decisions and other related subjects matter, listed inside petitioner's petition.

Respondent have seventeen (17) millions reasons, bonded by contractual language and punitive laws, to redeem all outstanding I.O.U.s, to prevent petitioner legal challenge from advancing to a successful conclusion. Some America corporations are protected by laws, created by their dinner parties political friends and legally upheld, by corporate America back slapping judicial socialites.

There are reasons why The Ninth Cir. Ct. decisions, have a reputation for being over turned, at a higher ratio rate, greater than any other appellate court in our judicial system. Petitioner's opinion for The Ninth Cir. Ct. high ratio rate, involves system corruption and judicial activist legal writings, are contributing factors to The Ninth Cir. judicial problems.

America's federal institutions are crumblings around us, due to some form of systems corruption and a strong sense of unfairness, used as hate fuel accelerant for normal working class Americans, masquerading as pitch folks and torch holders, as our bed rock pillars' tipping points, simultaneously roils into a gigantic bonefire.

Americans are witnessing, in real-time, the eerie feelings Romans felt, as their great society collapsed. Burning buildings, a high level of systems corruption and fever pitch frustations from her working class citizens. Petitioner is betting, there are enough working class Americans, willing to save her, from our pitch folk brothers and tyranny oligarchy social structures.

Petitioner optimism lies at the beginning of his five years journey, into our judicial system.

Inside Los Angeles Superior (**people's court**) Court, courtroom number 74, a white hair man was seated above everybody, as he listen to defendant attorney, state their reasons for removal. At the end of defendant presentation, the wise old judge knew two facts: Plaintiff complaint is a state case and defendant inserted unnecessary federal statutes.

The wise old judge closing remarks, remained inside petitioner mind, throughout these proceedings: 'Counsel, this is a state case, but I granted your removal motion to federal court. If you lose in federal court, I will not allow you a second apple bite in state court.'

Those remarks seemed fair to plaintiff. Plaintiff did not fully understand their meanings, when the judge spoke his words, but plaintiff left court with a

sense of a fair judgement.

Petitioner sense of unfairness, began in federal court and The Ninth Cir. Ct. (reasons for petition). Plaintiff commends, the federal judge for writing a detailed decision, which allowed plaintiff to follow the district judge thoughts process, that led to his decisions. Petitioner disagrees with the district court complete preemption's breach of contract jurisdiction, primary and secondary jurisdiction decisions, but overall, plaintiff thought the district court writing was fair and our judicial system of check and balance will allow plaintiff an opportunity to state his disagreements.

**Plaintiff was wrong.** The first decision from the Ninth Cir., dealt with appellant request for a public counsel, which the court denied, then prevented appellant from filing a clarification motion. True or not, appellant felt appellee personal relationships with some, possibly, corrupt courts employees, was affecting appellant ability to a fair process. Next came the appellate court, condescending, four(4) page decisions. Basically, affirming the district court findings, without directly addressing any, stated issues inside appellant's Informal opening and reply briefs. The final appellate court rebuke, arrived as a timely filed rehearing motion denial.

Once again, petitioner is a Pro Per litigant, meaning, without any recognized legal training, representing the worst type of civil action claim (wrongful termination), competing against a top notch law firm and very possible, corrupted government judicial employees, with personal and / or business relationships with respondent.

**Petitioner is still legally standing,** against all those favorable court decisions towards respondent legal positions, is a testament to the strength of petitioner's complaint, because, with every favorable court decisions towards defendant current and past legal positions, produced a solid constitutional or statutory appeal violation, that advanced petitioner complaint to The Supreme Court front door.

The district court civil minutes order confirms, petitioner allegation against his labor union, for failing to represent petitioner employment best interest. Petitioner's labor union was very helpful to respondent legal positions, is an example that clearly established legal grounds for collusion. An unlawful and liable employment practices under NLRB § 8(b)(1)(A).

Just a lil court curiously, into petitioner alleged, breach of fair representative duty and breach of employment contract duty charges, between petitioner's labor union or defendant, would have revealed, missing mandatory grievance steps. These missing steps will lead a court to ask petitioner's labor union or defendant, why theses steps was not completed. Plaintiff's labor union or defendant responses, will lead a court to a breach of fair representative duty and / or

breach of employment contract duty decisions, but the district and appellate courts, decided to dismiss petitioner charges, as unproven.

SBC/AT&T/PACIFIC BELL, have a notorious history of wrongfully terminating union employees, while union members' local representatives, shamefully, stand idle, when respondent runs roughshot over UNION employees' workers' rights.

In petitioner case, his local union failed to forced respondent to fulfill their own CBA grievance procedure, Article 7.05 A 3 and a FAILURE TO FILE FOR ARBITRATION on petitioner behalf, to satisfy CWA contractual obligations to petitioner.

Petitioner is betting, not a single respondent former employee, inside petitioner local field office (LFO), dismissal suits, advanced passed the superior court judicial level, due to an absent of strong corporation evidences and a will to correct a wrong.

Petitioner is fighting for his employment rights, current and future labor workers' employment rights and against respondent disdan for workers' rights to fair employment.

Petitioner is requesting a full reading of petitioner's Questions Presented and Statements of the Case sections of his petition.

In closing, petitioner will lightly touch upon one other issue in his petition. Petitioner multiple requests to the lower courts for a free video and written deposition transcripts copy, to rebut respondent slew of misleading and out of context deposition statements, created and filed, in the lower courts records, to support respondent legal positions, can not stand, without inflicting a national, negative uniformity impact, onto America judicial system.

Thanks for reading.



Byron Lee

11-17-2020

Date

## CONCLUSION

The petition for a writ of certiorari should be granted.

Respectfully submitted,

BYRON LEE

Date: 11-17-2020