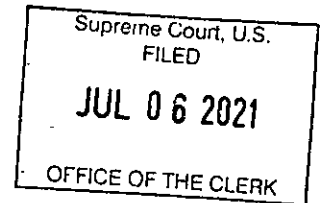


No. 21-5194



IN THE  
SUPREME COURT OF THE UNITED STATES

Benjamin Mario Soto — PETITIONER  
(Your Name)

vs.  
Minnesota Supreme Court et al  
Minnesota Courts et al — RESPONDENT(S)  
et al

ON PETITION FOR A WRIT OF CERTIORARI TO

U.S. Court of Appeals 8th Circuit  
(NAME OF COURT THAT LAST RULED ON MERITS OF YOUR CASE)

PETITION FOR WRIT OF CERTIORARI

Benjamin Mario Soto  
(Your Name)

407 Goodrich Ave.  
(Address)

St. Paul, MN 55102  
(City, State, Zip Code)

612-479-9756  
(Phone Number)

## QUESTIONS PRESENTED

1. **Judicial officers acting clearly/substantially beyond their judicial capacities** fraudulently legislating/extrapolating law deliberately fraudulently misinterpreting the clear and explicit language of the governing Collective Bargaining Agreement (CBA) contract are **in clear/substantial violation of their oaths or affirmations of office** including clearly/substantially violating Articles 1 ( no state shall pass laws impairing the obligations of contracts) and 6 (supremacy clause of the U.S. Constitution and all laws pursuant to) of the U.S. Constitution as I conveyed many times in all my filings in their courts acting clearly outside their judicial capacities or in complete absence of jurisdiction hence has no 11th Amendment Immunity with the State of Minnesota fraudulently claiming immunity from suit and therefore not required to fulfill Minnesota State contractual obligations in their courts utilizing glaringly erroneous reasons/laws/ (case laws) defendants submitted to this case all of this State fraud/machination/extortion/subterfuge needs to be corrected by an Ex parte Young, 209U.S. 123 and 42USC1983 action which are the Supreme Laws of the Land and anything to the contrary notwithstanding to which all Federal and State Judicial Officers took a Solemn/unbreakable Oath or affirmation to uphold (according to)/(required by) **Article 6 Supremacy clause of the U.S. Constitution.**

2. **Injunction request that my State Case be returned to one of the Minnesota State Courts (Supreme, Appellate, or District) be ordered by the U.S. Supreme Court overturning the Minnesota Courts' et al orders dismissing (subterfuge of) my case with prejudice required to uphold my guaranteed due process, legal and contractual property rights as promised according to the U.S. Constitution and oaths or affirmations of office utilizing Ex parte Young, 209 U.S. 123 and 42USC1983 requesting a de novo review of all my filings from the Minnesota State District Court to the Minnesota Supreme Court by the United States Court Supreme Court.**
3. **All Minnesota State Courts et al went clearly beyond their rights in determining my complaint that set forth sufficient claim for relief initially including deciding the alleged and substantiating facts of my case subterfuge in determining their motions to dismiss. They were legally required to determine my alleged facts to be true construing all reasonable inferences in favor of the nonmoving party (me) in determining defendants' motions to dismiss which the state courts denied/deprived me violating my substantial due process and equal protection of the laws property rights including the 7th Amendment U.S. Constitution guaranteeing the right to a fair jury trial (I requested a jury trial in my initial Minnesota State District Court Case Compliant.). Also documents central to the process claim and referenced in**

the complaint, such as contracts, are deemed to be included within the pleading to which the Minnesota State Courts et al deliberately excluded/ (deprived me of) {I read the entire Governing Collective Bargaining Agreement contract as I stated in all my fillings starting at the Minnesota State District Court ignored/ [deprived of] at all court levels.}.

4. The judicial officers in all Minnesota Courts et al of this case are fraudulently depriving me of my clearly and explicitly stated legal and contractual due process property rights and equal protection of the laws arbitrarily/capriciously in violation of both Federal and State Constitutions and all the laws pursuant to claiming that the U.S. Constitution including 42USC1983 does not apply/ (has no force of law) in any State of the Union clearly/substantially violating Art.6 Supremacy clause of the U.S. Constitution as I conveyed in my defense in my filings in the Minnesota Courts et al.
5. **Carter v. Peace Officers Standards and Training Bd.**, 558N.W.2d 267, 273 (Minn. App. 1997) does not apply since this Minnesota Case Law precedent erroneously utilized federal case law that utilized the 11th Amendment of the U.S. Constitution which does not apply/ (cannot be extrapolated/legislated by the courts to apply) in a Minnesota State action brought by a Minnesotan clearly/substantially violating due process and

**equal protection of the laws 5<sup>th</sup> and 14<sup>th</sup> Amendments of the U.S. Constitution.**

6. **"Rooker-Feldman doctrine" is contrary to Ex parte Young case law to which the latter guaranteeing the Unalienable Rights of We the People as promised. Apparently only the U.S. Supreme Court can issue an Ex parte Young injunction to which I am now requesting from the U.S. Supreme Court.**
7. **Ali v. Cangemi, 419 F.3d 722, 723(8th Cir. 2005) does not apply to this case since Ali was released from imprisonment not requiring an issuing of a Writ of Habeas Corpus to which the issuing of to be absolutely unnecessary but in my Minnesota State case to which I am still being deprived of my clear/substantial rights (which is what happens to a prisoner or during martial law similarly to which Ali v. Cangemi was also attempting to address) of my involved Minnesota State Case of this injunction action request on the State of Minnesota Government/Courts which is exactly what occurred in Ex parte Young, 209 U.S. 123 requiring an issuing of an injunction by the U.S. Supreme Court giving prudence to my ongoing substantial controversies including Article 3 U.S. Constitutional jurisdiction to the federal courts.**
8. **The Minnesota State Courts et al allowed the State of Minnesota Government to make contracts and then grant/legislate immunity for**

**breach of contract with my case clearly/substantially violating Article 1 State Contractual Obligation clause of the U.S. Constitution.**

9. **My substantial employment contractual due process property rights were deprived without due process by all defendants clearly/substantially violating the 5th and 14th Amendments of the U.S. Constitution also clearly/substantially violating Article 1 of the U.S. Constitution which states that States cannot pass any law impairing the obligations of contracts.**
10. **Minnesota State judicial and executive(Minnesota Attorney General's Office) officers are trained professionals at law and do not honor the U.S. Constitution and all laws pursuant to or even the Minnesota State Constitution stating/legislating many times in their filings that the U.S. Constitution and all laws pursuant to do not apply to, and have no force of law, in Minnesota or any State in the Union clearly/substantially in violation of Article 6 Supremacy clause of the U.S. Constitution including their solemn/unbreakable oaths or affirmations to the U.S. Constitution and all laws pursuant to require to not even be allowed to infringe upon individual liberties/(unalienable rights) even after being informed by me in my filings many times from my initial Minnesota District Court Complaint on up to the Minnesota Supreme Court but Minnesota State judicial and executive officers mysteriously contrarily claim insistently that the 11<sup>th</sup> Amendment of the**

**U.S. Constitution does apply in the Minnesota State Courts** (even though the U.S. Constitution does not have any force of law in Minnesota State Courts) demonstrating these judicial and executive(Minnesota Attorney General's Office) officers agents of the State of Minnesota required to enforce the will of the People of Minnesota **deliberately capriciously acting substantially/completely outside their judicial and executive capacities or in complete absence of jurisdiction and executive office clearly/substantially violating the 5th and 14th Amendments of the U.S. Constitution** for due process and equal protection of the laws.

11. **Minnesota State judicial and executive officers** capriciously and ridiculously **stated** many times in their filings that the **Minnesota Constitution does not apply and has no force of law in the Minnesota Courts clearly/substantially violating the 5th and 14th Amendments for due process and equal protection of the laws.**
12. **Federal and State Courts cannot assume legislative powers.** Courts of Minnesota and defendants have clearly/substantially misapplied/extrapolated/**legislated numerous erroneous/non-applicable laws and case laws both State and Federal.** Just because something appears to be intended to be a widely-accepted-rule does not change the fact that it is **not** and is in **clear/complete/substantial violation of the clear and explicit**

**language of the laws and the governing CBA including my Probationary Appointment Letter contracts in this case clearly/substantially violating Articles 1 State Contractual Obligation clause and 6 Supremacy clause of the U.S. Constitution also clearly/substantially violating the 5th and 14th Amendments for due process and equal protection of the laws as stated throughout all my filings.**

13. **Minnesota Courts claim that 42 USC 1983 is not a law that they have to enforce and are not obligated and will not honor in their courts clearly/substantially violating Article 6 Supremacy clause of the U.S. Constitution and all laws pursuant to including the 5<sup>th</sup> and 14<sup>th</sup> Amendments of the U.S. Constitution for due process and equal protection of the laws.**
14. **Allen v. Hennepin County, 680 N.W. 2d 560, at 563 (Minn. Ct. App. 2004) 90 day limitation from the Uniformed Arbitration Act cannot be extrapolated/((legislated by the courts) to apply to this case by the courts where arbitration was clearly and explicitly not allowed/implied by the Governing CBA Contract clearly/substantially violating Article 1 U.S. Constitution against the States making laws impairing the obligations of contracts, and clearly/substantially violating the 5th and 14th Amendments U.S. Constitution for due process and equal protection of the laws. In Allen v. Hennepin County dissenting Judge Minge stated that the Uniformed**



Arbitration Act does not apply in that case further **stating that the Minnesota 6 year limitation law clearly applies.**

15. **How was I, a non-practicing non-lawyer, supposed to know of any limitations not conveyed to me or stated to me anywhere** including in the Governing CBA contract to which I read the entire document after being terminated by ambush from the Minnesota Department of Human Services (MNDHS) **required to learn by ambush by the defendants' attorneys without the assistance of counsel** throughout this case **clearly/substantially violating due process and equal protection of the laws guaranteed by the 5<sup>th</sup> and 14<sup>th</sup> Amendments to the U.S. Constitution.**
16. As I stated numerous times in all my filings that the **Minnesota State judicial and executive officers assumed to capriciously interpret the Governing CBA including my Probationary Appointment Letter contractual language capriciously misinterpreting the clear and explicit contractual language of these contracts that clearly and explicitly gave me my employment status as "just cause" with automatic continued employment property rights clearly/substantially violating Article 1 of the U.S. Constitution which states that States cannot pass any law impairing/ infringing the obligations of contracts, to which, nowhere in the governing CBA nor in my Probationary Appointment Letter is it stated that my employment was "at will". Judicial**

**and executive officers** have no authority to interpret/misinterpret/**machinate**/subterfuge **capriciously** the clear and explicit language of any contract doing so clearly/**substantially** violates due process and equal protection of the laws guaranteed by the 5th and 14th Amendments, and Article 1 State Contract Obligation clause of the U.S. Constitution further proof of these judicial and executive officers acting clearly/**substantially** outside their judicial and executive capacities or in complete absence of jurisdiction and offices.

17. **All limiting laws and case laws submitted by defendants had the condition added stating that unless the governing CBA contract states otherwise to which the governing CBA contract did state otherwise in this case which was capriciously ignored/ (machinated with the Minnesota Attorney General's Office and AFSCME Union)/subterfuge by the Minnesota State Courts et al clearly/**substantially** violating Article 1 State Contract Obligation clause of the U.S. Constitution.**
18. **As stated numerous times in my filings that I and all employees no matter what their employment status clearly and explicitly stated in Article 16 Section 1 of the Governing CBA Contract had "just cause" employment status property rights otherwise the State of Minnesota would be allowed hide illegal discrimination practices (which it did anyways in my case against a**

disabled/handicapped worker) nowhere in the governing CBA was it stated/implied that my employment status was "at will" **see all my filings and, Article 16 Sections 1, 3 and 7, also Article 12 Section 10 D and F(submitted by defendants to which nowhere states clearly and explicitly/implies arbitrary "at will" termination), and Article 17 Section 2 of the Governing CBA contract, including my Probationary Appointment Letter (my Probationary Appointment Letter gave further "just cause" employment contractual property rights to automatic continued employment) all this substantiating evidence clearly and explicitly stating contractual "just cause" property rights including automatic continued employment property right submitted in my initial **Minnesota State District Court Complaint on up to the Minnesota Supreme Court defendants ruled against/deprived** allowing (to which Minnesota Courts et al required to assume by law that all my initially alleged and substantiating facts to be true also required the Governing CBA and my Probationary Letter contracts to be a part of my pleadings) clearly/substantially violating the 5th and 14th Amendments for due process and equal protection of the laws, 7<sup>th</sup> Amendment fair jury trial property right, also clearly/substantially violating Article 1 State Contract Obligation not to infringe clause of the U.S. Constitution. My **contractual property rights stated in my Probationary Appointment Letter (not contrary to the Governing CBA****

contract or the law) that I had an **automatic continued employment** property right and that **the only reason for termination/ (non-certification)** was if I could not perform **(output and accuracy) {If I was so unprepared over the 7 months of my employment** as claimed by defendants, then there should have been plenty of incidents reported to which **my Personnel File is empty.}}** which is the same reason for all employees to which non-performance was conjured up at my termination hearing and never proven since evidence was nonexistent **(documentation of non-performance needed to be submitted in my Personnel File for each and every incident transmitted in writing to my Union Representative over the 7 months of my employment {Union Repetitive never brought up this issue further proving Union misrepresenting of me})** as required by the Governing CBA for my contractual governing CBA due process property rights. Minnesota Department of Human Services (MNDHS) defendants only hastily made/conjured up) false unsubstantiated claim in a final non-certification letter of being unprepared handed to me at the last day of the last moment of my employment rushing/hustling me out the lobby door in order for the MNDHS and AFSCME Union to machinate an ambush with absurd reason(s) to terminate at my final termination/non-certification hearing to which all the above clearly/substantially violates my legal and contractual due process

**property and equal protection of the laws property rights**

**(approved/{machinated with}/{subterfuge by} the Minnesota Courts et al).**

**Also when examining the above stated Governing CBA and Probationary Letter Contractual Property Rights, obviously, I had “just cause” continued employment property rights denied/ deprived of without due process in clear/substantial violation of the 5th and 14th Amendments including Article 1 State Contract Obligation clause of the U.S. Constitution.**

- 19. As stated numerous times in my all filings starting at the Minnesota State District Court level that I had a cognizable claim under the Americans with Disabilities Act (ADA) since I initiated an ADA claim with the MNDHS ADA Coordinator Eric Folk as required by 29 CFR App. 1630.9(1998) [ The threshold issue in claiming an employer failed to provide reasonable accommodation for a disability is whether the employee ever requested an accommodation. ] to which I submitted Judicially Noticed substantiating facts that the Minnesota State Courts et al ruled against allowing in determining their orders required to determine all my alleged/substantiating facts as true according to law which is another clear/substantial violation of the 5<sup>th</sup>, 7<sup>th</sup> (right to a fair jury trial) and 14th Amendments of the U.S. Constitution for due process and equal protection of the laws.**

20. **Minnesota State Appellate Court ridiculously upheld a finding of insufficient fact and a failure to exhaust administrative remedies of my ADA claim.**

Minnesota Courts et al ruled on my alleged including substantiating facts.

**Finding of the courts of insufficient alleged/substantiating facts/evidence, required in deciding a motion to dismiss by law by the courts to be**

**determined as true for my due process, is the duty of a jury to decide not a**

Judge(s) as a **jury trial was requested** in my Initial Minnesota State District

Court Complaint **clearly/substantially violating my due process and equal**

**protection of the law according to the 5<sup>th</sup>, 7<sup>th</sup> and 14th Amendments.** Also

see defendants' Motion to Dismiss to Minnesota State District Court cited U.S.

District Court of Minnesota Case Civil No. 10 cv 22353 (DWF/SER) which was

one of my old cases, prior to which, I won a finding by the U.S. Department of

Labor against **AccessAbility Inc. (AAI), a contractor of the MNDHS**, which

found that AAI violated the Federal Fair Labor and Standards Act (FLSA)

exploitation of the disabled and handicapped for cheap labor to which AAI

was required to pay all disabled and handicapped workers the money

extorted by AAI management (**AAI claimed that they found that I was an**

**underperforming disabled/handicapped employee utilizing the FLSA's rules**

**to which U.S. Department of Labor investigator found that I was at the**

**Competitive Employment Level after examining all of AAI's employees'**

Performance Personnel Files.) I was also informed by the U.S. Department of Labor investigator (Scott Laughtenschlaghter) of a finding of sufficient evidence to make an ADA claim but at that time could not enforce the ADA but as result of my case the U.S. Department of Labor would now on enforce the ADA but could not do so retroactively.

21. As stated numerous times in my filings that since I was not an "at will" employee AFSCME Union (a State of Minnesota Contractor) misrepresented/extorted(I paid Union Dues.) me as an "at will" employee (ignored by)/ (deprived of)/(machinated with)/(subterfuge by) the Minnesota Courts et al to which I submitted judicially noticed documented substantiating facts of AFSCME Union's misrepresentation (these documents were required to be in my Personnel File but deliberately excluded) deliberately hidden\* by defendants machination/subterfuge (including the MNDHS et al) but I obtained these documents in a Minnesota Data Practices Act request on MDHS Management involved not allowed into evidence machination/subterfuge by/with the Minnesota Courts et al (courts again denied/deprived initial requirement by law to determine all my alleged and substantiating facts to be determined as true) in clear/substantial violation of due process and equal protection of the laws guaranteed by the 5th and 14th Amendments also clearly/substantially violating Article 1 State

**Contractual Obligation clause of the U.S. Constitution** which states that the States cannot pass any law impairing the obligations of contracts.

**(\*Defendants normal business practice is to hide documents denying any knowledge of their actions/occurrences on their part at the opportune moment which is what the defendants did in court and in their filings in deliberate "perjury" deliberately approved/upheld by the courts.)**

22. **Defendants and defendants' actors do not have immunity to suit in a Minnesota State action brought by a Minnesotan and can be added at any time since the 11th Amendment of U.S. Constitution does not apply in my Minnesota State Case in question according to the 11th Amendment of the U.S. Constitution's clear and explicit language since I am not a foreigner to Minnesota and the Minnesota State Courts are not Foreign Courts in my Minnesota State action to which all defendants in clear/substantial violation of U.S. Constitution Article 1 Section 10 Clause 1 State Contractual Obligation clause, 5<sup>th</sup> and 14<sup>th</sup> Amendments for due process and equal protection of the laws.**
23. **I was denied the use of the following case laws Bivens v. Six Unknown Named Agents of the Federal Bureau of Narcotics, 403 U.S. 388 (1971), and Hafer v. Melo, 502 U.S. 25 (3rd Cir. 1991) all cited in my initial Minnesota State District Court Complaint and further filings for the inclusion of all actors**



which can be added at any time during proceedings in a 42 USC 1983 action not allowed/denied by the Minnesota Courts et al in **clear/substantial violation of due process and equal protection of the laws according to the 5th and 14th Amendments of the U.S. Constitution**. Also **State actors and State contractors et al can now be brought as defendants** in an Ex parte Young action in the U.S. Supreme Court as I am now requesting.

24. Minnesota Courts et al **denied/deprived me my right to a fair jury trial** (as requested in my initial Minnesota State Court Complaint)  
**clearly/substantially violating the 7th Amendment U.S. Constitution.**
25. **State of Minnesota officers are keeping my case unpublished** in order to hide their obvious machination/subterfuge **clear/substantial violating due process and equal protection of the laws** when I Petition to higher courts for relief in violation of the 5<sup>th</sup> and 14<sup>th</sup> Amendments of the U.S. Constitution.
26. **Judicial and executive officers of this case obviously have no allegiance to the United States or the State of Minnesota as evidenced by their capricious actions of this case.**

## LIST OF PARTIES

- [ ] All parties appear in the caption of the case on the cover page.
- [X] 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 judgment is the subject of this petition is as follows:

There are State and Union actors that are named throughout my filings not listed in the caption that is why I used et al since I wanted these actors added during my State court proceedings but were denied by the State Courts et al.

## RELATED CASES

In U.S. District Court Minnesota:  
Case No. 20-cv-1668 (DWF/ECW)  
Ex Parte Young injunction request,  
and U.S. Court of Appeals 8<sup>th</sup>  
Circuit Case No: 21-1251.

## TABLE OF CONTENTS

OPINIONS BELOW.....	1
JURISDICTION.....	
CONSTITUTIONAL AND STATUTORY PROVISIONS INVOLVED .....	
STATEMENT OF THE CASE .....	
REASONS FOR GRANTING THE WRIT .....	
CONCLUSION.....	

## INDEX TO APPENDICES

APPENDIX A	<i>Decision of Minnesota Court of Appeals</i>
APPENDIX B	<i>Decision of Minnesota 2<sup>nd</sup> District Court</i>
APPENDIX C	<i>Decision of Minnesota Supreme Court Denying Review</i>
APPENDIX D	<i>Judgment of U.S. District Court Minnesota</i>
APPENDIX E	<i>Judgment of U.S. Court of Appeals 8<sup>th</sup> Cir.</i>
APPENDIX F	<i>Order of U.S. Court of Appeals 8<sup>th</sup> Cir. Denying Rehearing</i>



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 E to the petition and is

☒ reported at U.S. Court of Appeals 8<sup>th</sup> Cir.; 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 D to the petition and is

☒ reported at U.S. District Court District MA; 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 C 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 Minnesota Appellate District court appears at Appendix A, B to the petition and is:

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

## JURISDICTION

☒ For cases from **federal courts**:

The date on which the United States Court of Appeals decided my case was April 07, 2021.

☐ No petition for rehearing was timely filed in my case.

☒ A timely petition for rehearing was denied by the United States Court of Appeals on the following date: May 11, 2021, and a copy of the order denying rehearing appears at Appendix F.

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

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

☐ For cases from **state courts**:

The date on which the highest state court decided my case was 09/15/2020.  
A copy of that decision appears at Appendix C.

☐ 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

- Articles 1 and 6, and Amendment 5, 7, 11 and 14 of the U.S. Constitution.
- 42 USC 1983 Minnesota claims it is not a law that has any force/applies to Minnesota Courts or any State Court in the U.S.
- ADA
- 29 CFR App. 1630.9(1998)

## **STATEMENT OF THE CASE**

Pro se

**This case is all about the Minnesota State Courts et al 's erroneous misapplication/legislation of both State and Federal laws, Case Laws including the 11th Amendment U.S. Constitution to a Minnesota State Action brought by a Minnesotan in clear/substantial violation of due process and equal protections of the laws property rights violations of 5<sup>th</sup>, 7<sup>th</sup> and 14<sup>th</sup> Amendments U.S. Constitution, and clear/substantial violations Article 1 Section 10 Clause 1 (no State shall pass law impairing the obligations of contract) and Article 6 (Supremacy clause) of the U.S. Constitution and all laws pursuant to including oath or affirmation requirement which are the unalienable U.S. Constitutional property rights guarantee of We the People.**

**I read the entire governing Contractual Bargaining Agreement (CBA) contract of this case and nowhere in the governing CBA is it stated/implied/...etc. that my Probationary Employment was "at will", also, I had further contractual "just cause" automatic continued employment property rights given in my Probationary Appointment Letter which were not contrary to law or the Governing CBA contract. I had substantial "just cause" continued employment contractual due process property rights violated/deprived by all defendants. I have a right to a fair jury trial as initially**



requested and denied/deprived but I have further (Due Process)/ (U.S. Constitutional)/ legal property rights that the Minnesota Courts et al denied/deprived me. The Minnesota State Courts et al 's judicial officers went clearly/substantially beyond their official capacities in determining my complaint that set forth sufficient claim for relief further deciding the alleged and substantiating facts of my case when determining their motions to dismiss. They were required to determine initially by law all alleged including substantiating facts to be true construing all reasonable inferences in favor of the nonmoving party (me) when deciding/granting defendants' motion to dismiss with prejudice to which the state courts et al denied/deprived me violating my clear/substantial due process and equal protection of the laws property rights (all evidence submitted to Minnesota Court et al on this matter) including the 7th Amendment U.S. Constitution property right to a fair jury trial (which I requested in my initial State of Minnesota District Court Compliant). Documents central to the process claim and referenced in the complaint, such as contracts, are deemed to be included within the pleading were also denied/deprived me by the Minnesota Courts et al violating my clear/substantial due process and equal protection to the laws property rights.

The State and Lower Federal Courts are allowing/legislating the State of Minnesota Government to make contracts and then grant immunity for breach of contract with

**my case which will be used as unpublished case law precedence ambushing  
Petitioners in future decisions which apparently can only be corrected by the U.S.  
Supreme Court to which I am now requesting.**

Petitioner Benjamin Mario Soto, was denied an injunction requesting my Minnesota State Case be returned to one of the Minnesota State Courts overturning Minnesota State Courts' et al orders be ordered by the Federal Courts to uphold my clear/substantial legal and contractual property rights utilizing Ex parte Young, 209 U.S. 123 and 42USC1983 by U.S. District Court District of Minnesota Case No. 20-cv-1668 (DWF/ECW) and the United States Court of Appeals for the Eighth Circuit Case NO: 21-1251, since **apparently the "Rooker-Feldman doctrine" is being applied in the lower federal courts contrary to Ex parte Young case law to which apparently only the United States Supreme Court having original jurisdiction can issue as I am now requesting of the U.S. Supreme Court guaranteeing the Unalienable Rights of We the People as promised, and I am further requesting a de novo review of my entire case and all my filings from the State of Minnesota District Court on up to the United States Court Supreme Court which is evidence to numerous clear/substantial property rights violations as stated in all my filings on this matter from the very beginning guaranteeing individual unalienable property rights as promised guaranteed by the U.S. Constitution.**

**As evidenced by all that I have submitted and all orders issued by the judicial officers in all Minnesota Courts of this case Minnesota Courts et al and judicial officers et al are fraudulently/machinating/subterfuge depriving me of my clear/substantial legal and contractual due process, and equal protection of the laws property rights arbitrarily in clear/substantial violation of both Federal and State Constitutions and all the laws pursuant to defendants claiming that the U.S. Constitution including 42USC1983 (do not apply)/(has no force of law) in any State of the Union acting clearly/substantially beyond their judicial capacities fraudulently legislating/extrapolating/subterfuge law deliberately fraudulently subterfuge misinterpreting the clear and explicit language of the governing CBA including my Probationary Letter Contracts are in clear/substantial violation of their oaths or affirmations of office including clearly/substantially violating Articles 1 State Contractual Obligation clause and 6 Supremacy clause of the U.S. Constitution as I conveyed many times in all my filings in their courts acting clearly/substantially outside their judicial capacities or in complete absence of jurisdiction has no 11th Amendment Immunity with the State of Minnesota fraudulently/subterfuge claiming/legislating immunity from suit and therefore not required to fulfill their contractual obligations in their courts utilizing/subterfuge erroneously legislating the reasons/laws/ (case laws) in this case all of this defendants' submitted Minnesota State clear/substantial**

fraud/subterfuge/extortion/machination **needs to be corrected by an Ex parte Young, 209U.S. 123 injunction and 42USC1983 action which are the Supreme Laws of the Land and anything to the contrary notwithstanding to which all Federal and State Judicial Executive Officers took a Solemn/unbreakable Oath or affirmation to absolutely uphold (according to)/(required by) Article 6 Supremacy clause of the U.S. Constitution guaranteeing the absolute unalienable Rights of We the People for due process and equal protection of the laws as promised.**

**Ali v. Cangemi, 419 F.3d 722, 723(8th Cir. 2005)** does not apply to this case since Ali was released from imprisonment **requiring an issuing of a Writ of Habeas Corpus to be absolutely unnecessary** but in my Minnesota State Case **I am still being deprived of my rights (similarly to which Ali v. Cangemi also tried to address)** as would occur to a prisoner or during martial law of this case subterfuge by the State of Minnesota Government/Courts which is exactly what occurred in Ex parte Young, 209U.S. 123 requiring an issuing of an injunction by the U.S. Supreme Courts giving prudence to my ongoing clear/substantial controversies including Article 3 U.S. Constitutional jurisdiction to the federal courts.

Petitioner **Benjamin Mario Soto, (at the Competitive Employment Level for the position hired to perform)** a former employee having **7 months of employment with the Minnesota Department of Human Services (MNDHS) and an AFSCME Union**

**participant** initiated my employment with the MNDHS in the Minnesota State Connect 700 Program created to allow disabled and handicapped workers access to State employment normally barred to Minnesota State Employment and then **after 4 months of employment automatically transferred to Probationary Employment status after successfully completing/proving Competitive Employment Requirements (same requirements for my MNDHS position for Non-Connect 700 Program participants) for the Connect 700 Program** sued MNDHS et al and AFSCME Union et al for being arbitrarily terminated/ (**non-certified**) during probationary period and misrepresented as an “at will” employee violating my clear/substantial employment contractual “just cause” due process and continual property rights to which were deprived of without due process by all defendants clearly/substantially violating the 5th and 14th Amendments of the U.S. Constitution. MNDHS served me a document (**immediately escorting/hustling me out the main door to the building**) that stated that I would not be certified making false undocumented unsubstantiated ridiculous claim ambushed with at the last moment at the end of the day of my unexpected termination for failure to be prepared for work all in clear/substantial contractual “just cause” property rights violations of Articles 16 Sections 1, 3 and 7, and Article 12 Sec. 10D and Sec. F (**submitted by defendants in which nowhere stating that my employment status was “at will”**) of the Governing CBA contract including my Probationary Appointment Letter

that gave further non-conflicting contractual "just cause" property rights including an automatic continued employment property right see the following along with the Probationary Appointment Letter submitted in my initial Minnesota State District Court Complaint:

**The Governing Collective Bargaining Agreement (CBA)**

**Article 16 Section 1. Purpose. Disciplinary action may be imposed upon an employee only for just cause.**

**ARTICLE 16 - DISCIPLINE AND DISCHARGE Section 3. following:**

**1. oral reprimand (not grievable); 2. written reprimand; 3. suspension; 4. suspension – equivalent reduction of vacation balance\* 5. demotion; and 6. Discharge ....**

**Disciplinary Procedure. When any disciplinary action more severe than an oral reprimand is intended, the Appointing Authority shall, before or at the time such action is taken, notify the employee in writing of the specific reason(s) for such action, and shall provide the Local Union with copies of any written notices of disciplinary action. ...**

**Article 16 DISCIPLINE AND DISCHARGE Section 7. ...Personnel Files. Only the personnel office record may be used as evidence in any disciplinary action or hearing. This does not limit, restrict, or prohibit the Appointing Authority from submitting supportive**

documentation or testimony, either oral or written, in any disciplinary hearing, nor  
does it so limit the Union. ...

**Article 12 Sec. 10D D. Probationary Evaluation.**

During the probationary period, the Appointing Authority shall conduct a minimum of one (1) performance counseling review of the employee's work performance at the approximate mid-point of the probationary period and furnish the employee with a written copy of the evaluation. Whenever practicable, intermittent employees shall have an initial performance review ninety (90) working days into their appointment.

Employees shall be informed of areas of needed improvement.

The governing CBA contract Article 16 above required each and every lack of performance (output and accuracy) complaints to be documented, submitted to my Personnel File, and reported to my ASFME Union representative during my 7 months employment so I could defend against each and every accusation (not to be ambushed at a final termination hearing with false unsubstantiated allegations in an effort for the MNDHS and AFSME Union to machinate/{conjure up} reasons for termination) for my contractual "just cause" due process property right. My Personnel File (submitted in my initial Minnesota District Court Complaint) is empty of any/all complaints of failure of output and accuracy or any other conjured up unsubstantiated reason(s)

such as Lack of Preparedness to terminate (Since, I was at the Competitive Employment Level for my position with the MNDHS proving after successfully completing the Connect 700 requirements.) over the 7 months of my employment violating my clear/substantial CBA contractual "just cause" due process property rights denying/deprivation of these contractual "just cause" property rights without due process clearly/substantially violates the 5th and 14th Amendments of the U.S. Constitution. The MNDHS clearly/substantially violated/deprived me of my contractual governing CBA and Probationary Letter due process "just cause" continual employment property rights **falsely conjured up claiming Probationary Employment was "at will"** which is contrary to the above stated/cited contractual "just cause" property rights terminating my employment **machinated/(conjured up) with AFSCME Union obviously misrepresenting me in the termination process.** According to the clear and explicit language of the Governing CBA contract Article 16 Sec. 1 all employees have "just cause" employment status absolutely nowhere in the governing CBA contract is it stated/implied that my employment was "at will" giving freedom to the MNDHS to **machinate with AFSCME Union to arbitrarily discriminate denial of employment (I have read the entire Governing CBA).** Also submitted in my initial Minnesota District Court Complaint according to the clear and explicit language of my Probationary Employment Appointment Letter giving further contractual "just cause" including



automatic continued employment property rights the only reason for non-certification was for lack of performance (output and accuracy) further establishing/substantiating my contractual "just cause" automatic continued employment property rights. Lack of performance (output and accuracy) is the same "just cause" reason for terminating any/all employee(s) including permanent employees.

I stated sufficient/substantial due process claim ignored/(deprived of) by the Minnesota State Courts et al. In this Minnesota State Court Action **the State does not enjoy 11th Amendment U.S. Constitutional Immunity** since I am a Minnesotan. According to Article 1 of the U.S. Constitution no State shall pass law impairing/infringing the obligations of contract. **Minnesota State is a person in this Minnesota State case that can be sued under 42USC1983 in a Minnesota action brought by a Minnesotan (me).** Also since I initiated an Americans with Disabilities Act (ADA) claim with the MNDHS's ADA Coordinator Eric Folk along with 29 CFR App. 1630.9 (1998) accordingly the State of Minnesota further does not enjoy 11th Amendment immunity. Union Exclusive Remedy does not exist in this case since the clear and explicit language of the **Governing CBA contract does not state/give that right** clearly/substantially violating Article 1 State Contractual Obligation clause of the U.S. Constitution as stated above and **also considering that the Union misrepresented me as an "at will" employee, Justice Leonardo Castro, Ramsey County District Court, granted MNDHS and AFSCME Union**

motions to dismiss my claim with prejudice **upheld by the Minnesota Appellate and Supreme Courts** clearly/substantially depriving me of my legal and contractual property rights guaranteed by the 5th and 14th Amendments including Article 1 State Contractual Obligation clause of the U.S. Constitution **claiming that the U.S. Constitution and all laws pursuant to do not apply to any State in the Union including Minnesota** in this case in clear/substantial violation of Article 6 Supremacy clause of the U.S. Constitution but **contrarily mysteriously insist that the 11<sup>th</sup> Amendment of the U.S. Constitution does have force of law in Minnesota** all the above demonstrating a non-allegiance to the United States and the State of Minnesota.

## Reasons for Granting the Petition

All Minnesota Courts et al are clearly/substantially depriving me of my legal and contractual due process property rights and equal protection of the laws arbitrarily in violation of both Federal and State Constitutions and all laws pursuant to claiming that the U.S. Constitution including 42USC1983 and the Minnesota Constitution do not apply/(has no force of law) in any State of the Union acting clearly/substantially beyond their judicial capacities legislating/extrapolating law illegally determining/ruling alleged and substantiating including judicially noticed facts to be false/insufficient/inadmissible deliberately substantially capriciously misinterpreting the clear and explicit language of contracts are in clear/substantial violation of their solemn oaths or affirmations of office including clearly/substantially violating Articles 1 State Contractual Obligation clause and 6 Supremacy clause of the U.S. Constitution as I conveyed many times in all my filings in their courts acting clearly/substantially outside their judicial capacities or in complete absence of jurisdiction the State of Minnesota claiming contrarily insists 11<sup>th</sup> Amendment U.S. Constitutional immunity from suit and therefore not required to fulfill their contractual obligations clearly/substantially violating Article 1 State Contract Obligation clause of the U.S. Constitution utilizing/misapplying/legislating the reasons/laws/ (case laws) of their machinated/subterfuge decisions of this case all of

this Minnesota State extortion/machination/subterfuge needs to be corrected by an Ex parte Young, 209U.S. 123 and 42USC1983 action/injunction returning my case to one of the Minnesota State Courts for further action overturning their obviously erroneous Minnesota State Courts et al 's orders that dismissed my case with prejudice are glaringly subterfuge and ridiculous also the U.S. Supreme Court that possess Original Jurisdiction needs to exercise its original jurisdictional power required to guarantee the unalienable Rights of We the People including the Governing CBA and Probationary Appointment Letter contracts as promised/obligated/required by judicial officers' solemn oaths or affirmations as required by Article 6 of the U.S. Constitution for due process and equal protection of the laws guaranteed by the 5<sup>th</sup>, 7<sup>th</sup> and 14<sup>th</sup> Amendments of the U.S. Constitution.

The State of Minnesota judicial officers are keeping my case unpublished to hide their subterfuge in violation of due process and equal protection of the laws for further action in the higher courts by me the petitioner and to ambush future petitioners using my case as case law precedence.

The State and Lower Federal Courts are allowing/legislating the State of Minnesota Government to make contracts and then grant immunity for breach of contract with my unpublished case which will be used as case law precedence in future ambush decisions which apparently can only be corrected/purged by the U.S. Supreme Court to which I am now requesting.

Obviously as evidenced in my case the only way to obtain any Civil Rights Justice at all in the United States is to have further George Floyd/ Rodney King type riots since these judicial and executive officers of my case do not have any allegiance to the United States, the State of Minnesota, and We the People as required and obviously not guaranteed by the U.S. Constitution.

It is apparent that the State of Minnesota seceded the Union along with the South winning the Civil War.

### CONCLUSION

The petition for a writ of certiorari should be granted.

Respectfully submitted *in good faith,*  
*Benjamin M. Soto*  
Benjamin Matis Soto

Date: 07/06/2021