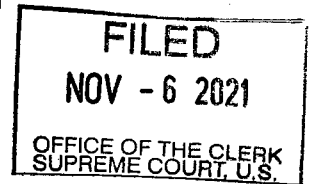


ORIGINAL

UNITED STATES SUPREME COURT



In Re: PETITIONER,
 MELVIN DINKINS

V

CASE # 21 - 5264

RESPONDENT,
 NORMAN K. MOON, DISTRICT JUDGE

PRO SE "ATTORNEY OF RECORD" DINKINS'
PETITION FOR REHEARING

PRO SE "ATTORNEY OF RECORD" DINKINS
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IN QUESTION

If grounds for the original Petition, indicating the “usages and principles” required by 28 USC 1658, cites Federal law – **28** USC 3730 but should have read **31** USC 3730 - could that be corrected (Amended) at this time with an apology for the typo, yet while consideration, if, deliberate violation of Federal law by a presiding District Judge, would constitute malfeasance, conspiracy, or, racketeering?

Because primary Respondents’ 5/19/2017 Judicial Order **first resulted** in subsequent cases, **then** Federal Appeal, and **is consequently** subjected under Petition – for discharging Civil Action cited **directly** against Federal law 31 USC 3730, **following** secondary Respondents’ alleged deprivation of Petitioners’ Civil Rights under color of State “immunity”, cited 28 USC 1343 (a)(3) – do **affiliates** and **employees** of the Rule 20.3(b) Respondents, remain subject to “practicing criminal elements” that are **identified and filed on record** with authorities?

When a person, or part corporation/part government entity, is alleged to have violated Federal law, and is charged by one client from many thousands – against offenses that involve health care fraud, then brought before a District Judge, whom, discharges allegations **further** against Federal law, **plus** against government financial interests **without** their legal representation – do those compounded incidents merit the discretionary powers of this U.S. Supreme Court?

REAL PARTIES IN INTEREST

PETITIONER(S)

PRO SE, MELVIN DINKINS
ET.AL.,
THE UNITED STATES

RESPONDENT(S)

NORMAN K. MOON, DISTRICT JUDGE
ET.AL.,
REGION TEN CSB

TABLE OF AUTHORITIES

31 USC 3730

28 USC 1658

28 USC 2106

28 USC 1343 (a)(3)

U.S. SUPREME COURT RULE 20.3(b) last sentence

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Supreme Court Rule/Extraordinary Writ

1. The Order 5/19/2017 by Respondent, District Judge Norman K Moon, is currently charged for **Dismissing the original case against Federal law 31 USC 3730**, which, **precedes related remedies that are exhausted** through Federal Appeal, therefore, “adequate relief cannot be obtained in any other form or from any other Court”.

2. **Preclusion of** said Judicial Order **citing 31 USC 3730**, involves the **original** Federal case 5/17/2017, which, is **retained under the authority of 28 USC 1658**, with subsequent related cases, and therefore subject to U.S. Supreme Court Appellate Jurisdiction citing 28 USC 2106.

3. Circumstances warranting the discretionary powers of this Court, are indicated – an official act of said Federal Judge engaging “unlawful conduct”, that **in effect**, condones alleged extortion of government health-care finances, while **excluding government representation**, and,

the rights of Pro Se “attorney of record”, Petitioner Dinkins – thus cited **exceptional** circumstances warranting U.S. Supreme Court review.

Initial Contact/Contracting Agreement

4. Arriving to Virginia from California in August 2002, but low on funds by September – Petitioner utilized the Salvation Army Shelter and searched for employment (through Social Security Work Program since 1997).

5. The **fact** is, certain Disability recipients are **required** to use a Representative payee (fiduciary) – Social Security will **detain** those benefits **whenever** a fiduciary is **not** being used – Petitioner could not find a fiduciary **in Virginia** and asked Shelter management.

6. Region Ten CSB, referenced by said management, was located and addressed for consignment of fiduciary services, plus the temporary use

of a counselor before returning to hourly work. Petitioner was appointed to return 10/8/2002. Initial Contact Form **Exhibit ICF**.

7. Interview questions and answers resulted in an Admissions form, **Exhibit AD**, and financial information form **Exhibit A1**, but then we started to discuss costs – on every office window and on the walls every ten feet, was **posted** “Payment Required At The Time Of Service” – that is **exactly** why & when Petitioner inquired about payments, and was consoled with billing. **There** is when Petitioner alluded to the fact that cash was not always on hand, and was assured that billing was available to his address.

Petitioner signed **Exhibit A** “Fee Payment Agreement” and (for the same price) **Exhibit AN**, “Advance Beneficiary Notice”. Material Witness Sheri Gautier, also signed that **Agreement**.

8. Returning from confirmation of a job offer three days later, Petitioner entered the shelter building with a gentleman not far behind,

whom, went **straight to the office** in back – then returned and addressed Pro Se Petitioner by name, introducing himself as Ron Wise, a “roving employee for Region Ten” – shelter management appeared and offered his office for privacy, then left. But we only talked briefly before they both had gone.

9. **The point** is that not five minutes later, shelter management Ben Houchens, re-entered the building yelling even before he was through the door – screaming that I should take my medicines, and making expletives such as “liar”, “liar” – and comments such as “our man Ron Wise”.

Further, the shelter management then demanded that Petitioner go to the Hospital and obtain medicine, **or leave** the Shelter.

10. As stated in Petition, Pro Se Dinkins asked and received **DOCTOR APPROVAL** that **no further** medication (or counseling) was necessary, in the **early 1990s**.

11. Defiant at first, **Exhibit H1** will confirm that Petitioner did visit the Hospital, although no medication was given at the time, Pro Se Dinkins did **not**, however, wish to attend any scheduled appointments, **and** **decidedly** left the shelter.

12. Finally, establishing the consignment with Region Ten CSB, two last meetings – 1st, 10/14/'02 citing **Exhibits AA & AB**, summarizes facts and stipulations of client/provider association – the 2nd, 10/17/'12 produced **Exhibits AM & AD**, which, confirms (for the Court) **those circumstances influenced** by the “roving employee for Region Ten”, rendering Petitioner homeless and without employment, in an attempt to **force prescription medications**.

Substantiating Material Facts/
Special Matters

10. Significant proponents of the Civil Action relevant to this Petition, involve “Special Matters” cited Federal **Rule 9 (b)-(g)** of Civil Procedure.

CONDITIONS PRECEDENT

28 USC Rule 9(c)

11. As a result of state circumstances influenced by Region Ten CSB **initial contact** – no Billing Statements **could be** mailed, with Petitioner **homeless** from mid-September until November, then, in a **motel** from November until January – **nor were** they delivered by hand directly through representatives.

12. Housing plus employment in 2003, only preceded a more **stable** residence **and** employment (yet still no **Billing**) the next year, at which time, **fee payments** automatically deducted (but at a \$10. rate) were **disclosed**, and considered a new means of payment, for Billing that was expected since initial contact. The Court will find, however – as did Petitioner – that these are **extra fees, not from the actual Billing.**

SPECIAL DAMAGES

28 USC Rule 9(g)

13. Almost a decade after signing the Agreement, Petitioner received in the mail, documents (presumed accountant data, accidentally sent) from secondary Respondent – unidentified **even by** secondary Respondent **until** State Testimony, but were **the** Billing Statements – with **no** dates of service, **nor** descriptions of service, yet **multiple** charges **covering** pages at **17** times the amount contract by Agreement (as stated in Brief).

Exhibits A & B

14. **Proper** Billing Statements – require the **charges; Dates** of Service; **Descriptions** of Service; **Reference Numbers** identifying medications prescribed, machinery used, any other services provided; and **Codifications** indicating the private insurance, Medicare, Medicaid, or other source of payment (or subsidy).

15. As a “Material Fact”, **all substance in Billing withheld** the prior **ten years**, and withheld another two years during Petitioners’ **direct** inquiry, then **precluded** as **Tort**, with, “Immunity” given for Negligence under State charges– **remains undisclosed**.

16. What must be considered, as evinced with **Exhibit B**, are **compromised Billing charges – expanded to** as much as several visits each day of the year under physician care, medications, examination equipment, and therapy – **as opposed to** 1-3 visits each month only to budget the income.

OFFICIAL DOCUMENT OR ACT

28 USC Rule 9(d)

17. **Within two months**, an appointment was arranged for a financial assessment Jan. 9th '13 by Region Ten CSB – while Petitioner arranged a meeting about “accountant data documents” (#13 SPECIAL DAMAGES), for explanations. These are official documents and acts of **both** Parties.

FRAUD OR MISTAKE

28 USC Rule 9(b)

18. Said appointment Jan. 9th '13, with a series of questions & answers, was carried-out and concluded, **however** – Material Witness testimony (or deposition) will show, that no explanation **nor** discussion for approx. 20 minutes were provided – Pro Se Dinkins & representative Howerton were then told the charges were reduced, and were summarily dismissed.

19. Representative Howerton was first to break the ensuing silence from shock, during our leave, with a suggestion about something missing, whereas – arranging another meeting through representative Howerton, Petitioner also relayed an elaborate, formal letter, stipulating the expected information – and when Region Ten rescheduled this second meeting for **June 24th '14**, Petitioner contacted an attorney prior to that date.

20. On said appointed date at secondary Respondents' accounting office, Petitioner received substantive, technical explanations, but incomplete and questionable with **no** information regarding very specific, important matters (what the Bills are for #13. SPECIAL DAMAGES).

21. To conclude the meeting, Petitioner was asked to answer questions while the accountant filled-out a form to sign, **however** – the document was entitled **Financial Agreement**, this fact with similarly imposing content **particularly** under such circumstances, plus, of **multiple** signatures required, some directly subject Medicare, and especially citing the **terms** of said "Agreement" – that combination of incidents at that time resolved Petitioner to utilize a Court of law.

All **before** alleged "Up-Coding/Medicare Fraud" was **discovered**, and, "False Sworn Testimony" **confirmed** by the State Court Judge, occurred Oct 2015 – February 2016.

Cause & Effect / Stipulations

22. Unfavorable employment conditions in cities of California, prompted the Petitioner into a Trae School for “Computerized Office Procedures”.

Sustained unemployment conditions **relative to** what may have “triggered” Pro Se Dinkins’ “symptoms”, **subsequently initiated** Social Security supplemental assistance – which, enabled time for interests involving government, and then multinational organizations – the interests precipitated, to engage a self-employment enterprise.

23. The Court will find indulgence of said interests evinced with **dated Exhibits GA–GG**. And although an endeavor to promote achievements of multinational entities **disengaged** prior to relocating from California, stable residence **plus hourly employment** in Virginia, encouraged the re-engagement of self-employment, after years of consideration.

Dated Exhibit SG1 is cited

24. Material Facts relevant to this Petition, corroborated with Exhibits, substantiate allegations of violated State and Federal laws. Petitioner will demonstrate the **measure of affected** assets, resuting from said violations

25. Government resources provided to Pro Se Petitioner (as Social Security), and released for management under contract with secondary Respondent (as fiduciary), was to continue – **while** an attempt to **overcome whatever ailment** is resolved – by Pro Se Dinkins.

26. Thus, **all** “Real Parties In Interest” are thereby **indicated**, regarding the **Subject** of financial **Matters** under consideration, relevant, with **Cause** (violations committed) and **Effect** (damage attribution).

27. **Restricting** secondary Respondent Region Ten, to house and utility payments – **while said resolve discards any ailments** – the cultivation of capital and credit is STIPULATED with Exhibits available to the Court.

27a. A history with years of experience in retail, brought sound positions with department store chain Variety wholesalers, and a foundation to discontinue Social Security. **Exhibit W**

27b. Re-entering the workforce (after 18 years) around consumers, initiated extreme dental reformation, with a decade of old bills from California, located and paid. **Exhibits OD & PD**

27c. The first Insurance and Drivers License in Pro Se Dinkins" life, were obtained , after years of preconditioning work, with the down-payment on an SUV. **Exhibit V1**

27d. Since workforce re-entry began part-time, Petitioner was able to conduct research for **permanent**, substantial employment. A seasonal position at Target corp. terminated, however, knowledge from time & effort invested in previous self-employment attempt, induced a potential, more practical vocation. **Exhibit SG1**

27e. Engaging two means of success, the Petitioner **first** aspiringly solicited Kmart corp., toward eventually entering management – departmental, assistant, store, or logistics – **while** merging further research with development in all areas of proprietary business, specializing in a particular field. **Exhibits US1 & US2**

27f. By this time, two SUV payments were left when Petitioner traded for a Cargo Van, and **at that time**, explicit business transaction inquiries and extensive preparations began establishing the conditions for an actual practice. **Exhibits VV, SBA & SEA**

27g. Credit accelerated through bank, auto, and personal finances – attracting true capital and fiscal balance for small investments – generated material for a practice establishment, a “peddler” table on the downtown mall. **Exhibit PQA**

27h. Formulating operations with management & accounting procedures, observing regulation & licensing, screening product selections and receiving for domestic material, all were in final stages. The Social Security Administration was kept informed. **Exhibits SGF, SGS, and GSS**

27i. And finally, preparations to secure transactions and conduct Business was concluding. **Exhibits G75 & G76, UN5 & UN5, and G1A & G1B**

28. A measure reflecting the extent and depth of Petitioner', along with corresponding Exhibits will be disclosed with the Courts' Grant to continue. Pro Se Petitioner simply cannot ship and return such material otherwise, under cited financial circumstances.

Remedy Requested

29. Petitioner asks if this Court would knowingly and intentionally deny to hear a case introduced as such, and requests further consideration citing the material relayed herein.

11/ 6 /2021



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