No. 21-5372

IN THE

SUPREME COURT OF THE UNITED STATES

Jessica Graulau – Petitioner,

v.

Credit One Bank, N.A. – Respondent.

PETITION FOR A WRIT OF CERTIORARI
To United States Court Of Appeal for the Eleventh Circuit

Jessica Graulau, Petitioner as pro se
PO Box 721037
Orlando FL 32872
(407) 721-6303

QUESTIONS PRESENTED

1. Did Circuit Court of Appeal violated U.S. Const. Amend. XII enforced by Fed. R. Civ. P. 38 & 39 after affirmed the District Court's decision that deprived a civil lawsuit and arbitration issues from be decided by a jury in conflict with Title 9 U.S.C. § 4 and this Court opinion in *Baltimore & Carolina Line, Inc. v. Redman,* 295 U.S. 654 (1935)?

2. Did Circuit Court of Appeal violated U.S. Const. Amend. XIV § 1 after affirmed the District Court's decision that departed so far from due process of law by referring a civil action to a Magistrate Judge without consent in conflict with Title 28 U.S.C. § 636, Fed R. Civ. P. 73 and Local Rule 6.05; and deprived from equal protection of laws after referred to arbitration a case excluded in conflict with 28 U.S.C. § 654, Local Rule 8.02 and this Court opinion in *United Steelworkers of Am. v. Warrior & Gulf Navigation Co.,* 363 U.S. 574 (1960); *Green Tree Financial Corp. Alabama v. Randolph,* 531 U.S. 79 (2000) bounded by related case holding *A.D. v. Credit One Bank, N.A.,* Case No. 17-1486 (7th Cir. 2018)?

3. Did Circuit Court of Appeal violated U.S. Const. Article III § 2 enforced by Titles 28 U.S.C. § 1331 § 1343 and "Telephone Consumer Protection Act" (TCPA) when affirmed the District Court's decision of having lack of subject matter jurisdiction for a TCPA claim to redress constitutional right of privacy and recover private statutory reliefs in conflict with 47 U.S.C. § 227(c)(5) and this Court opinion in *Mims v. Arrow Financial Services, LLC,* 565 U.S. 368 (2012) bounded by related case holding *A.D. v. Credit One Bank, N.A.,* Case No. 14C10106 (N.D. III 2016)?

LIST OF PARTIES

All parties to the proceeding whose judgment is sought to be reviewed appear in the caption. Petitioner is not a corporate entity.

RELATED CASES

- *Jessica M. Graulau Maldonado v. Credit One Bank, N.A.*, Case No. 20-12037 (11th Cir. 2021). Unpublished opinion entered on May 6th of 2021 appears at petition Appendix A [Pet.App P. 1a[1]]; and judgment appear on Appendix B [Pet.App. P. 8a].

- *Jessica M. Graulau Maldonado v. Credit One Bank, N.A.*, Case No. 6:19-cv-1723-Orl-78-GJK (M.D. Fla. May 28, 2020). Final Order entered on May 28th of 2020 appears at petition Appendix C [Pett.App. P. 9a].

- *Jessica M. Graulau Maldonado v. Credit One Bank, N.A.,* Case No. 6:18-cv-106-Orl-22DCI (M.D. Fla. Apr. 10, 2018) is a related case over which was invoked supplemental jurisdiction [USDC Dkt. 8[2]]. Final Order entered on April 10th of 2018.

- *A.D. v. Credit One Bank, N.A.,* Case No. 17-1486 (7th Cir. 2018) is a related appeal over which was invoked supplemental jurisdiction [USDC Dkt. 8]. Verbatim opinion appears at petition on Appendix I [Pett.App. P. 41a].

- *A.D. v. Credit One Bank, N.A.,* Case No. 14 C 10106 (N.D. Ill. Aug. 19, 2016) is a related class action over which was invoked supplemental jurisdiction [USDC Dkt. 8]. Verbatim opinion appears at petition Appendix H [Pett.App. P. 30a].

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[1] "Pett.App." = Petition Appendix; "P." = Page
[2] "USDC" = United States District Court; "Dkt." = Docket

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IN THE SUPREME COURT OF THE UNITED STATES

PETITION FOR A WRIT OF CERTIORARI

Petitioner Jessica Graulau (hereinafter petitioner) respectfully prays this Court issue a writ of certiorari to review the final judgment entered by the Eleventh Circuit Court of Appeal for a final order entered by the Middle District Court of Florida, Orlando Division.

OPINIONS BELOW

The unpublished opinion of the Eleventh Circuit Court of Appeal appears at petition Appendix A [Pet.App. P. 1a]; and its judgment appears at Appendix B [Pet.App. P. 8a]. The final order of the Middle District Court of Florida appears at petition Appendix C [Pett.App. P. 9a]; and Magistrate Judge's Report and Recommendation appear at Appendix D [Pet.App. P. 11a].

JURISDICTION

The Eleventh Circuit Court decided the appeal on May 6th of 2021. No petition for rehearing was filed. The jurisdiction of the United States Supreme Court is invoked under 28 U.S.C. § 1254(1).

CONSTITUTIONAL AND STATUTORY PROVISIONS INVOLVED

- U.S. Const. Article III § 2 "The judicial Power shall extend to all Cases, in Law and Equity, arising under this Constitution, the Laws of the United States, and Treaties made, or which shall be made, under their Authority...to Controversies...between citizens of different States"
- U.S. Const. Amend. XII "In Suits at common law, where the value in controversy shall exceed twenty dollars, the right of trial by jury shall be preserved"
- U.S. Const. Amend. XIV § 1 "No...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 laws."
- 9 U.S.C. § 4 "If the making of the arbitration agreement or the failure, neglect, or refusal to perform the same be in issue, the court shall proceed summarily to the trial thereof...Where such an issue is raised, the party alleged to be in default may, except in cases of admiralty, on or before the return day of the notice of application, demand a jury trial of such issue, and upon such demand the court shall make an order referring the issue or issues to a jury in the manner provided by the Federal Rules of Civil Procedure, or may specially call a jury for that purpose"
- 28 U.S.C. § 636(b-c) "(b)(1) Notwithstanding any provision of law to the contrary—(A) a judge may designate a magistrate judge to hear and determine any pretrial matter pending before the court, except a motion for injunctive relief, for judgment on the pleadings, for summary judgment, to dismiss or quash an indictment or information made by the defendant, to suppress evidence in a criminal case, to dismiss or to permit maintenance of a class action, to dismiss for failure to state a claim upon which relief can be granted, and to involuntarily dismiss an action...(c)(1) Upon the consent of the parties, a full-time United States magistrate judge or a part-time United States magistrate judge who serves as a full-time judicial officer may conduct any or all proceedings in a jury or nonjury civil matter"

- 28 U.S.C. § 654(a-c) "ARBITRATION. (a) Referral of Action to Arbitration ...a district court may allow the referral to arbitration of any civil action (including any adversary proceeding in bankruptcy) pending before it when the parties consent, except that referral to arbitration may not be made where (1) the action is based on an alleged violation of a right secured by the Constitution of the United States; (2) jurisdiction is based in whole or in part on section 1343 of this title; or (3) the relief sought consists of money damages in an amount greater than $150,000. (b) SAFEGUARDS IN CONSENT CASES...district court shall, by local rule...establish procedures to ensure that any civil action in which arbitration by consent is allowed under subsection (a)(1) consent to arbitration is freely and knowingly obtained; and (2) no party or attorney is prejudiced for refusing to participate in arbitration. (c)PRESUMPTIONS. For purposes of subsection (a)(3), a district court may presume damages are not in excess of $150,000 unless counsel certifies that damages exceed such amount."
- 28 U.S.C. § 1331 "FEDERAL QUESTION JURISDICTION - The district courts shall have original jurisdiction of all civil actions arising under the Constitution, laws, or treaties of the United States."
- 28 U.S.C. § 1343(a) "The district courts shall have original jurisdiction of any civil action authorized by law to be commenced by any person:...(3) To redress the deprivation, under color of any State law, statute, ordinance, regulation, custom or usage, of any right, privilege or immunity secured by the Constitution of the United States or by any Act of Congress providing for equal rights of citizens or of all persons within the jurisdiction of the United States; (4) To recover damages or to secure equitable or other relief under any Act of Congress providing for the protection of civil rights, including the right to vote"
- 47 U.S.C. § 227(c)(5) "PRIVATE RIGHT OF ACTION-A person who has received more than one telephone call within any 12-month period by or on behalf of the same entity in violation of the regulations prescribed under this subsection may, if otherwise permitted by the laws or rules of court of a State bring in an appropriate court of that State-(A) an action based on a violation of the regulations prescribed under this subsection to enjoin such violation, (B) an action to recover for actual monetary loss

from such a violation, or to receive up to $500 in damages for each such violation, whichever is greater, or (C) both such actions."

- *Mims v. Arrow Financial Services, LLC,* 565 U.S. 368 (2012) "federal and state courts have concurrent jurisdiction over private suits under the TCPA."
- *Green Tree Financial Corp. – Alabama v. Randolph,* 531 U.S. 79 (2000) "In determining whether such claims may be arbitrated, the Court ask whether the parties agreed to submit the claims to arbitration and whether Congress has evinced an intention to preclude a waiver of judicial remedies for the statutory rights at issue...the existence of large arbitration costs may well preclude a litigant...from effectively vindicating such rights...the party resisting arbitration bears the burden of proving that Congress intended to preclude arbitration of the statutory claims at issue...Thus, a party seeking to invalidate an arbitration agreement on the ground that arbitration would be prohibitively expensive bears the burden of showing the likelihood of incurring such costs"
- *United Steelworkers of Am. v. Warrior & Gulf Navigation Co.,* 363 U.S. 574 (1960) "arbitration is a matter of contract and a party cannot be required to submit to arbitration any dispute which he has not agreed so to submit"
- *Baltimore & Carolina Line, Inc. v. Redman,* 295 U.S. 654 (1935) "The right to trial by jury preserved by the Seventh Amendment is the right which existed under the English common law when the Amendment was adopted...The aim of the Amendment is to preserve the substance of the common law right of trial by jury, as distinguished from mere matters of form or procedure, and particularly to retain the common law distinction between the province of the court and that of the jury, whereby, in the absence of express or implied consent to the contrary, issues of law are to be resolved by the court, and issues of fact are to be determined by the jury under appropriate instructions by the court."
- *A.D. v. Credit One Bank, N.A.,* Case No. 14C10106 (N.D. Ill. Aug. 19, 2016) "The TCPA can be seen as merely liberalizing and codifying the application for a common law tort to a particularly intrusive type of unwanted telephone call...invasion of privacy, have traditionally been regarded as providing a basis for a lawsuit in the United States and

Congress enacted the TCPA to protect consumers from the annoyance, irritation, and unwanted nuisance...Congress has provided legislatively that a violation of section 227 is an invasion of the call recipient's privacy...The Court therefore denies Credit One's motion to dismiss for lack of subject matter jurisdiction under Rule 12(b)(1)...A party may waive a contractual right to arbitrate expressly or implicitly...in determining waiver, diligence or the lack thereof should weigh heavily in the decision-did that party do all it could reasonably have been expected to do to make the earliest feasible determination of whether to proceed judicially or by arbitration..lengthy delay itself can lead to an implicit waiver of arbitration...This is especially true where the delay was due purely to the defendant's lack of diligence". Verbatim opinion appears at petition Appendix H [Pett.App. P. 30a]

- *A.D. v. Credit One Bank, N.A.,* Case No. 17-1486 (7th Cir. 2018) "the fundamental principle that arbitration is a matter of contract...arbitration agreements are contracts...a party cannot be required to submit to arbitration any dispute which he has not agreed so to submit... statute protecting her from harassing phone calls. This is the core of her case...In no way can her cause of action be considered premised on the cardholder agreement." Verbatim opinion appears at petition Appendix I [Pett.App. P. 41a]
- Fed. R. Civ. P. 38(a) "(a) Right Preserved. The right of trial by jury as declared by the Seventh Amendment to the Constitution or as provided by a federal statute is preserve to the parties inviolate."
- Fed. R. Civ. P. 39(a) "When a jury trial has been demanded under Rule 38, the action must be designated on the docket as a jury action. The trial on all issues so demanded must be by jury..."
- Fed. R. Civ. P. 73(a) "When authorized under 28 U.S.C. §636(c), a magistrate judge may, if all parties consent, conduct a civil action or proceeding, including a jury or nonjury trial. A record must be made in accordance with 28 U.S.C. §636(c)(5)."
- Verbatim Middle District Court Local Rules 1.03-1.04, 3.08, Chapters 6 & 8 effective before February 1st of 2021 appears at petition Appendix J [Pett.App. P. 61a].

STATEMENT OF THE CASE

I. Nature of the Case

The core of this case is violation of the constitutional right of privacy caused by harassment phone calls made by Credit One Bank, N.A. (hereinafter respondent). On May 2013 petitioner signed revolving credit cardholder agreement not subject to arbitration after same month petitioner sent by mail writing notice refusing arbitration. Between years 2014-2015 respondent made at least *2,446* autodial calls to petitioner's cell phone No. 6065 using their multiline automatic telephone dialing system with caller identification capture software to collect account payment that was less than 30 days past due. Same way during 2016-2017, respondent made at least another hundreds autodial calls to petitioner's cell phone No. 6065 and account authorize user's cell phone No. 6063 to collect account payment. Respondent actions were made with knowledge about their wrong doing not by error and as a result petitioner suffered injuries such harassment, great nuisance, intrusion of seclusion, invasion of privacy, etc.

II. Relevant Proceedings of Related Cases

On December 17th of 2014 A.D. filed against Credit One Bank, N.A. a class action case No. 14C10106 at Northern District Court of Illinois to recover damages for violation of TCPA due to harassment phone calls. The petitioner was a class member who was identified in a Credit One's log list to have received at least 2,446 autodial calls to her cell phone No. 6065 from Credit One's multiline automatic telephone dialing system [USDC Dkt. 1, Ex.[1] 4]. On August 19th of 2016 District Court denied Credit One's motion to dismiss filed under Fed. R. Civ. P. 12(b)(1) claiming lack of subject matter jurisdiction and

[1] "Ex." = Exhibit

determined the district court has jurisdiction over the TCPA claim. On March 13th of 2017 A.D. filed an appeal at Seventh Circuit Court who granted the class action certification; and denied motion to compel arbitration opining that the TCPA claim for harassment phone calls is not premised to the arbitration agreement and finding that Credit One waived arbitration due to their lack of diligence [USDC Dkt. 1, Ex. 8]. On November 22nd of 2017, petitioner output from the class action to file a private lawsuit through an attorney as was asserted [USDC Dkt. 1, Par. [2] 37].

On January 22nd of 2018, petitioner filed against Credit One a counseled civil action case No. 6:18-cv-106-Orl-22DCI at Middle District of Florida to recover statutory damages under TCPA and "Florida Consumer Collection Practices Act" (FCCPA) Fla. Stat. § 559.72 invoking only federal question jurisdiction. On April 7th the attorney via email informed the petitioner that upon Credit One's request to refer the claim to arbitration, he was going to file the case in arbitration. On April 9th attorneys signed Joint Stipulation Dismissing and Referring Case to Arbitration. Next day the court issued a voluntary dismissal order entered without prejudice not as a judgment on the merits of the case but rather base on the agreement between attorneys within joint stipulation. Fifty days later after the expiration of the 30 days to re-file the case, on May 31st of 2018 the attorney via email informed that will not continue his legal representation and advised the petitioner to file the arbitration case by herself. Credit One never filed a motion to compel with arbitration or such joint stipulation neither sent any notice about an intention to seek compel nor never filed the arbitration case in a lack of diligence inconsistent with their request to arbitrate as was asserted [USDC Dkt. 1, Par. 48]. Despite countless attempts

[2] "Par." = Paragraph

petitioner could not found a new legal representation to file arbitration neither was able to arbitrate her claim due to her indigent status because the so many prohibitively expensive arbitration costs specified in the complaint [USDC Dkt. 1, Par. 47].

III. Relevant Proceedings of the Case

To prevent her claim be barred due to statute time limitation, petitioner as indigent pro se filed against respondent a new civil action at Middle District Court of Florida case No. 6:19-cv-1723-Orl-78-GJK to recover damages under TCPA and FCCPA invoking jurisdiction under 28 U.S.C. § 1331 § 1343 with substantial changes from the previous counseled case including, but not limited to: 1) included arbitration issues [USDC Dkt. 1, Par. 14-15]; 2) in addition to federal question jurisdiction invoked original jurisdiction under Section 1343 [USDC Dkt. 1, Par. 8] that confer arbitration exemption pursuant Section 654; 3) the court is not under the statutory presumption that relief sought is less than $150,000 because the complaint included an assertion not previously made about damages are greater than $150,000 [USDC Dkt. 1, Par. 67] that confer arbitration exemption pursuant Section 654; 4) claimed she is indigent and cannot pay arbitration costs because are prohibitively expensive [USDC Dkt. 1, Par. 47] sustained by a Credit One's employee affidavit stating petitioner is responsible to pay for arbitration costs [USDC Dkt. 1, Ex. 2]; 5) included related class action and its appeal previously omitted [USDC Dkt. 1, Par. 10]; 6) included evidences as exhibits such cardholder agreement [USDC Dkt. 1, Ex. 1] to be considerate as part of the complaint; 7) asserted new material facts such as petitioner refused arbitration for her cardholder agreement [USDC Dkt. 1, Par. 18]. Petitioner claim the case is legally excluded from arbitration because four main reasons: 1) pursuant 28 U.S.C. § 654 the case is exempt from arbitration because is about

violation of the constitutional right of privacy invoking jurisdiction under 28 U.S.C. § 1343 and claim relief in amount greater than $150,000; 2) due to her indigent status arbitration cost are prohibitively expensive that would precluding from vindicate her rights because she is responsible to pay all arbitration costs; 3) violation to the TCPA are not subject to arbitration or premised to the cardholder agreement; and 4) respondent waived their arbitration request due to their lack of diligence as was argued in District Court [USDC Dkt. 10, 19, 26]; and Circuit Court within initial and reply briefs.

Respondent failed to appoint the required foreign corporate agent for service of process in Florida reason why was served at its principal place of business in Las Vegas, Nevada under F.S. § 48.194(1) which made the cardholder agreement governable by Florida State laws pursuant F.S. § 48.193(b). Petitioner filed a motion to proceed in forma pauperis [USDC Dkt. 2] claiming indigent status pursuant F.S. § 57.082 sustained by an affidavit showing she own no assets and her annual income do not exceed the 125% of the federal poverty guidelines. The case was referred to a Magistrate Judge (hereinafter MJ) without petitioner's consent. On September 13th the District Court issued Interested Persons Order for Civil Cases [USDC Dkt. 5] ordering that by September 27th of 2019 each party should file a Certificate of Interested Persons and Corporate Disclosure Statement (CIP) noting that any motion may be deny or strike unless the filing party first files a CIP and parties cannot seek discovery until first file a CIP; and issued a Related Case Order and Track Two Notice [USDC Dkt. 4] ordering that no later than 45 the parties should have a Case Management Conference (CMC) noting that all parties must timely comply with this requirement despite the pendency of any undecided motions. In contempt without file a CIP, on November 5th respondent presented a defense through motion to

dismiss [USDC Dkt. 9] filed under Fed. R. Civ. P. 12(b)(1) claiming court's lack of subject matter jurisdiction based on previous related case join stipulation. In response petitioner file a motion to strike [USDC Dkt. 10] mainly arguing that joint stipulation do not deprive the District Court from its jurisdiction ordinarily granted by law; the case was exempt from arbitration; and respondent waived their request to arbitrate. On January 24th of 2020 was issued Interested Persons Order for Civil Cases Directed to Defendant [USDC Dkt. 14] ordering to respondent that by February 7th must file their CIP and cannot seek discovery until then. Without respondent file a CIP, on February 5th MJ issued Report and Recommendation [USDC Dkt. 15] (hereinafter RR) recommending the court grant motion to dismiss and order petitioner refer the claim to arbitration based on previous case joint stipulation. The RR did not included the notice about the "time period for objecting or seeking an extension of time to file written objections and notice that failure to object in accordance with the provisions of § 636(b)(1) waives the right to challenge on appeal the district court's order based on unobjected-to factual and legal conclusions", required by Eleventh Circuit Internal Operating Procedures-3. Although the RR was issued on February 5th the District Court sent it to petitioner on February 7th via regular mail and since petitioner is not a user of the electronic court filing system, the deadline to file objections to the RR was February 27th. On February 12th petitioner filed a notice of appeal for the RR [USDC Dkt. 16] that was treated by the Court of Appeal [ECF[3] No. 9143810-2, Pett.App. 18a]; docketed by the District Court [Pet.App. G, P. 80a, Dkt. 16]; considered by MJ [USDC Dkt. 23, P. 2]; deemed by District Judge [USDC Dkt. 27,

[3] "ECF" = Electronic Court Filing

Footnote]; admitted by respondent [USDC Dkt. 22, P. 2] as petitioner's timely objection in lieu to the RR. On February 18th was issued an Order to Show Cause [USDC Dkt. 18] ordering to petitioner show cause why the case should not be dismiss due failure to comply with the CMC. On February 24th petitioner filed Response to Order to Show Cause [USDC Dkt. 19] asserting specific reasons why the court should not adopt the RR that should be consider as timely objections in lieu to the RR; and contending that since a CMC is part of the discovery and the court prohibited seek discovery until respondent first file a CIP respondent is the only responsible because of their negligence failure to file the required CIP. On May 22nd of 2020 petitioner filed Plaintiff's Motion Directed to Assigned District Judge to Request Vacant of Magistrate Judge [USDC Dkt. 26] re-asserting the reasons already made within Response to Order to Show Cause [USDC Dkt. 19] about why the court should not adopt the RR; requesting vacate MJ because petitioner never consent the case be referred; and demanding the arbitration issues be decided by a jury pursuant 9 U.S.C. § 4. The District Judge refused to consider petitioner's reasons for do not adopts the RR that were re-asserted in the motion to vacate MJ because the due date to file objections expired [Pett.App. C, Footnote] dismissing the case ordering to petitioner submits her claim to arbitration base on previous case joint stipulation.

On June 3rd of 2020 petitioner filed an appeal at the Eleventh Circuit Court. On August 25th of 2020 the Circuit Court issued Order [ECF 9143810-2] that appears at petition Appendix E [Pett.App. 16a] granting petitioner motion to appeal in forma pauperis due to poverty after accepted her affidavit of indigency showing that she had no assets and determined the appeal was not frivolous because the complaint alleged arbitration was prohibitively expensive due to her indigent status and included an

affidavit from Credit One employee stating she is responsible for paying all charges incurred with arbitration agreement. The Circuit Court affirmed the District Court's decision and determined that respondent did not waived arbitration; petitioner's argument about arbitration is prohibitively expensive failed; Title 28 U.S.C. § 654 does not apply because 28 U.S.C. § 651 it cannot affect the arbitration agreement subject to the Federal Arbitration Act (FAA)-Title 9; and Local Rule 8.01 was repealed on February 1st of 2021 to be implemented in accord with it.

Petitioner respectfully dissent and now present the reasons for this review.

REASONS FOR GRANTING THE WRIT

Arbitration and the TCPA claims are important public matter constantly settled by this Court for more than a decade. This petition present an opportunity for the Supreme Court provide an instructive interpretation of a federal law not issued before about if Congress has evinced an intention to preclude District Court's jurisdiction and a waiver of arbitrations judicial remedies under Title 28. In the furtherance of justice to protect the fairness of the judicial proceedings and the uniformity of the federal courts system is needed this Court's supervisory power to clear differences in opinions issued by four different courts over the same particular matter to vindicate private statutory rights under TCPA. In addition this case provide add another blueprint besides the most recent justice opinion about arbitration exceptions, this time about how arbitration exemptions under Title 28 applies to Titles 9 and TCPA claims; and set an historical precedent to

exclude arbitration as prohibitively expensive for indigent pro se litigants who are not lawyers or law students.

The issue subject to this case IS NOT about an arbitration contract subject to FAA arising from transactions involving interstate commerce. Neither petitioner's lawsuit constitutional minimum legal standing has been challenge by the defense. Rather the main issue is whether the District Court has lack of subject matter jurisdiction for been deprived from its federal question and civil right original jurisdiction over a TCPA claim due to a court base joint stipulation entered for a closed previous case. Among other issues are whether a TCPA claim for violation of the constitutional right of privacy for harassment phone calls is not premised to the cardholder agreement; whether issues of material facts shall be determined by a jury; and whether violations to TCPA should be resolve by the court in their exclusive constitutional duty to assure federal laws be faithfully executed which cannot be transferred to the private sector base on a contract. Delegate in private sector proceedings, such arbitration, the adjudication of federal laws confer to arbiters same status as federal judges who are nominate by the President confirmed by the Senate and state judges who are constituted by the correspondent government authorities. The possibility to delegate in arbitration any matter that a contract abide, it would be the same to say that federal courts can be deprived from the jurisdiction under other Acts of Congress. If so, it would be the same to say that there is lack of federal jurisdiction under *Child Support Recovery Act* if a marital contract has a provision to resolve child support delinquency in arbitration; lack of federal jurisdiction under *Motor Vehicle Theft Law Enforcement Act* if a car dealer's salesman claim cannot be prosecuted if steal a car from the inventory because his labor contract have a provision

to submit any dispute to arbitration. If a business violated a federal law this is an exclusive matter of the court that cannot be delegated in the private sector or arbitrators who are not vested with judicial power to interpreter or implement those federal laws not premised to a business transaction dispute or contract. This carry a great importance for the public interest because corporate giants may use their disproportionate bargaining power/resources to unilaterally easily remove themselves from the legal system to getaway from justice and avoid comply with the requirements under an Act of Congress through money either by means of be cheaper pay sanctions than actual cost or it's cheaper being sorry than comply with the law. Ruling any different would threaten the foundations that build our entire legal structure and would overturn case authorities applied through our jurisprudence for almost a century. It is imperative the courts be jealous guardians of their non-delegable constitutional duties without any kind of bias in accord to the needs as society continues to evolve.

I. DISTRICT COURTS HAVE SUBJECT MATTER JURISDICTION FOR TCPA CLAIMS

The term "State" within the context of the United States Code "means the States of the Union, Puerto Rico, the Virgin Islands, Guam and the Northern Mariana Islands", in accordance with 7 U.S.C. § 349. When TCPA provides to bring in appropriate court of that "State" means the territory where a court is located; and "appropriate court" means legal action is granted only for courts and exclude arbitration which is not part of our courts system but rather is a private sector proceeding to resolve business contract disputes by arbiters who are not judges. See *Rent-A-Center, West, Inc. v. Jackson,* 561 U.S. 63 (2010) "Section 2 of the FAA places arbitration agreements on an equal footing with other

contracts"; *United Steelworkers of Am. v. Warrior & Gulf Navigation Co.,* 363 U.S. 574 (1960) "arbitration is a matter of contract"; *A.D. v. Credit One Bank, N.A.*, Case No. 17-1486 (7th Cir. 2018) "the fundamental principle that arbitration is a matter of contract...arbitration agreements are contracts"; and other relevant case law". By granting exclusive jurisdiction to district courts for actions bring by government authorities under 47 U.S.C. § 227(g)(2), the TCPA evinced the clear intention that the TCPA be interpreted in accord to the federal subject matter jurisdiction ordinarily granted by U.S. Const. Article III § 2 and Article XII enforced by 28 U.S.C. § 1331 § 1343, Fed. R. Civ. P. 38-39. This Court already has settle this matters in *Mims v. Arrow Financial Services, LLC,* 565 U.S. 368 (2012) "federal and state courts have concurrent jurisdiction over private suits under the TCPA."

The Circuit Court's decision [Pett.App. A, 1a] is deficient as a matter of law and fact because, among other things, four main reasons:

1. Treated motion to dismiss filed as a defense under Rule 12(b)(1) for lack of subject matter jurisdiction as a motion to compel arbitration and quote: "In ruling on a motion to compel arbitration pursuant to section 4 of the FAA....", which have different rule requirements such conferring and service of notice before its filing;
2. Misinterpreted that and quote: "parties agreed to arbitrate the matters at issue in this case", when they only agreed to refer previous case not this one;
3. Misinterpreted that for previous case parties agreed the claim was subject to arbitration under the cardholder agreement when the parties only agree to refer arbitration as an alternative mechanism to resolve without the need of court

intervention and in the complaint petitioner clearly stated her claim is not premised neither to the cardholder agreement nor arbitration;

4. Misinterpreted that petitioner's lawsuits are and quote: "identical", when the pro se complaint has significant changes.

Petitioner's claim is not subject to arbitration because redress the deprivation of the constitutional right of privacy, the controversy arises from common law (TCPA), dispute is between citizen from different states, and the amount in controversy exceeds $20.00. Not only petitioner's new lawsuit is not subject to arbitration because she has not agreed to arbitrate this case which is out of the scope of a business contractual dispute, but nor the cardholder agreement is subject to arbitration due to petitioner refused arbitration which cannot be forced since "a party cannot be required to submit to arbitration any dispute which he has not agreed so to submit", *Id. United Steelworkers of Am. v. Warrior & Gulf Navigation Co.* To the extent of that, the arbitration agreement does not include any sentence delegating on arbitrator to decide any controversies challenging arbitrational issues as this Court recently established prior the Circuit Court's decision for this case, *Henry Schein, Inc. v. Archer & White Sales, Inc.,* 586 U.S. _____ (2019)(citation omitted). Notwithstanding, the language of the arbitration agreement [Pett.App. K, 83a-84a; USDC Dkt. 1, Ex. 1] is permissible not mandatory:

> "either you or we **can** require that any controversy or dispute be resolved by binding arbitration"; "either you or we **may**, without the other's consent, require, require that any controversy or dispute between you and us (all of which are called claims) be submitted to mandatory, binding arbitration."; "a party who initiates a proceeding in court **may** elect arbitration"; "*Claims are not subject to arbitration* **if** they are filed by you or us in a small claims court"; "You or we **may** bring an action, including a summary or expedited motion, to compel

> arbitration of claims Claims subject to arbitration, or to stay the litigation of any Claims pending arbitration, *in any court having jurisdiction*. Such action may be brought at any time, even if any such Claims are part of a lawsuit" (emphasis added)

District Court have subject matter jurisdiction over this case. Pursuant 28 U.S.C. § 1331 district courts shall have original jurisdiction of all civil actions arising under the Constitution, laws, or treaties of the United States. Pursuant 28 U.S.C. § 1343(a) district courts shall have original jurisdiction of any civil action authorized by law to be commenced by any person to recover damages or to secure equitable or other relief under any Act of Congress providing for the protection of the constitutional civil rights such as privacy secured by the TCPA. The FAA acknowledge the district courts subject matter jurisdiction granted under Title 28: "may petition any United States district court which, save for such agreement, *would have jurisdiction under title 28*, in a civil action...", 9 U.S.C. § 4 (emphasis added). Furthermore, FAA do not waive/preclude/demise the statutory reliefs remedies of the TCPA; or makes groundless an exclusions for arbitration derived from its language "written provision in contract involving commerce to settle by arbitration shall be valid, SAVE *upon such ground as exist at law or in equity for the revocation of any contract*", pursuant 9 U.S.C. § 2 (emphasis added). The arbitration agreement acknowledge the District Court subject matter jurisdiction when require that any arbitration hearing be held in the same city as the closest U.S. District Court. This petition seek this Court resolve whether when Congress enacted the TCPA had the intention of grant to arbitration same concurrent jurisdiction than state and district courts over TCPA claims; whether the FAA deprive the district court from federal question and

civil right original jurisdiction; and whether the related joint stipulation deprive the district court from subject matter jurisdiction in this case. We say no, no and no.

When enacted the TCPA the Congress has no intention of grant to arbitration proceedings concurrent jurisdiction with state and district courts over TCPA claims evinced from the language within 28 U.S.C. § 654:

> "a district court may allow the referral to arbitration of any civil action (including any adversary proceeding in bankruptcy) pending before it when the parties consent...consent to arbitration is freely and knowingly obtained and no party or attorney is prejudiced for refusing to participate in arbitration" (emphasis added)

The word "may" imply arbitration by consent is optional subject to the discretion of the court and the term "consent" implies mutual accord of the parties. Titles 9 and 28 interplay with each other not overwrites one to the other. FAA was amended to be in accord with Title 28 which evinced Congress has no intention to supersedes district court's federal question and civil right original jurisdiction. Section 651 confirms this argument:

> "For purpose of this chapter, an alternative dispute resolution process includes any process or procedure...in which a neutral party participates to assist in the resolution of issues in controversy, through processes such as early neutral evaluation, mediation, minitrial, and *arbitration as provided in sections 654 through 658...the use of arbitration may be authorized only as provided in section 654*' (emphasis added)

Accordingly, the Circuit Courts analysis about that 28 U.S.C. § 654 does not apply because Section 651 "shall not affect Title 9" is without merit in law. Rule any different, would override Section 654 limitation to the court discretional authority for refer by consent cases to arbitration in lawsuits when one of the following occur: violation of a

constitutional right; jurisdiction invoked on Section 1343; or money damages are more than $150,000. If Section 654 limit the court's discretionary authority to refer arbitration a case regardless if parties consent, the related joint stipulation cannot preempt or is above the law mostly when any prior petitioner's consent is deemed expressively revoked through the filing of this new case. Such limitation of court's discretional authority under Section 654 was adopted by Middle District Local Rule 8.02 which could not possible had been repealed to be implemented in accord with Section 651 as Circuit Court misinterpreted because originally it was adopted in accord:

> "It is the purpose of the Court, thorough adoption and implementation of this rule, to provide an alternative mechanism for the resolution of civil disputes in accord with 28 U.S.C. Sections 651-658", Local Rule 8.01(a) [Pett.App. J, 73a]

More likely was repealed under the court discretion for not continues adopt a local rule for Section 654's safeguards. Regardless Local Rule 8.01 was repealed couple months ago on February 1st, 2021, it was in effect when both the complaint and its appeal were filed. Although a repealing of a local rule cannot demise Section 654. Circuit Court analysis is also meritless as a matter of fact due two main reasons: 1) a TCPA claim to redress violation of privacy for harassment phone calls is not premised to cardholder agreement in accordance to related case law *A.D. v. Credit One Bank, N.A.,* Case No. 17-1486 (7th Cir. 2018) "statute protecting her from harassing phone calls. This is the core of her case...In no way can her cause of action be considered premised on the cardholder agreement."; and 2) the cardholder agreement is not subject to arbitration after petitioner refused arbitration via writing notice sent to respondent. Petitioner does not have to show in the complaint she refused arbitration for her cardholder agreement, as Circuit Court opined,

because federal courts are notice not fact pleading jurisdiction and the court must accept as true the factual allegations in the complaint and construe them in the light most favorable to the petitioner. See *Tellabs, Inc. v. Makor Issues & Rights, LTD*, 551 U.S. 308, 322 (2007). Although in the complaint petitioner sufficiently showed arbitration agreement is unenforceable because is out of the scope of the cardholder contract; it is not premised to respondent's willful unlawful violations of TCPA; and any arbitration issues with its correspondent material facts are matters to be decided by a jury as petitioner demanded at district level.

Lastly District and Circuit Courts' opinions about that related counseled case's joint stipulation deprive the court from subject matter jurisdiction is meritless. We argue that the related joint stipulation was a consent between attorneys to dismiss previous related counseled case to be filed in arbitration; and petitioner should not be prejudice for such stipulation signed by her attorney upon the pretense that he would continue with legal representation to file arbitration. The related case's joint stipulation was filed in 2018 with the only purpose to comply with the requirement for the court issued a voluntary dismissal under Fed. R. Civ. P. 41(a)(1)(A)(ii). A joint stipulation is by definition an accord *on a procedural matter between attorneys* for the two sides in a legal action. *West's Encyclopedia of American Law, edition 2.* (2008), stipulation (n.d.). A joint stipulation is not governed by FAA or contract tort laws. Rather is governed by procedural due process authorities Federal Rules of Civil Procedures; Local Rules; etc. If a commerce contract vested with more legal standing by promulgated federal laws may be revoked, invalidated or waived, how much more a joint stipulation may be unenforceable. If a lawsuit dismissed without prejudice after referred to arbitration may without penalties be re-filed

within 30 days preserving the right for jury trial and be treated as if was never been referred to arbitration, how much more the joint stipulation may be revoked:

> "Within thirty (30) days after the filing of the arbitration award with the Clerk, any party may demand a trial de novo in the District Court...treated for all purposes as if it had not been referred to arbitration, and any right of trial by jury shall be preserved inviolate...No penalty for demanding a trial de novo shall be assessed by the Court", Local Rule 8.06 [Pett.App. J, 78a]

If court's proceedings may stay during arbitration; if an arbitration award may be appealed in District Court; if arbitrational issues are should be decided by a jury, under same principle the joint stipulation cannot deprive the District Court from subject matter jurisdiction neither deprive petitioner from her legal right to file a new lawsuit. Respondent's arbitration agreement acknowledges the court's jurisdiction for review arbitration awards:

> "An award by a panel, or an award by a single arbitrator after fifteen days has passed, shall be....subject to judicial review that may be permitted under the FAA", respondent's arbitration agreement [Pett.App. K, 84a]

Accordingly District Court has subject matter jurisdiction over petitioner's new pro se lawsuit. For all the above Circuit Court's decision about District Court's has lack of subject matter jurisdiction due to previous case's joint stipulation should be reversed for be contrary to law.

II. ARBITRATION COSTS ARE PROHIVITIVELY EXPENSIVE

It would be against justice to leave unsettle arbitration costs as prohibitively expensive in this case since binding mandatory arbitration prohibit from brought in court

any post-arbitration issue that may arose about arbitration costs allocation. This is true considering petitioner is indigent; she is proceeding without attorney/legal assistance and is not nor has been a law student. This case provides the opportunity to make a new history in the furtherance of welfare for defenseless by issue an opinion to exclude arbitration on the ground of prohibitively expensive specifically in cases with no lawyer-prose indigent litigants. The Circuit Court found petitioner sufficiently satisfied the requirements of poverty through affidavits filed at both lower courts a level showing that she owns no assets and her income is below the 125% federal poverty guidelines [Pett.App. E]. *Martinez v. Kristi Kleaners, Inc.,* 364 F.3d 1305 (11th Cir. 2004) "When considering a motion filed pursuant to 1915(a), the only determination to be made by the court...is whether the statements in the affidavit satisfy the requirement of poverty." In the complaint petitioner stated that she is responsible for paying arbitration costs sustained by cardholder agreement and affidavit of Credit One's employee:

> "Until this date Plaintiff has not been able to file an arbitration demand due to lack of financial resources since the American Arbitration Association does not provide for indigents claimants the waiving of filing fees and related costs." [USDC Dkt. 1, Par. 47]
>
> "**AGREEMENT:** [...] If this application is accepted and one or more credit cards are issued, I agree to pay all charges incurred in accordance with...Arbitration agreement..." [USDC Dkt. 1, Ex. 2]
>
> "**Costs:** ....If you file the arbitration, you will pay the initial fee...Each party will bear the expense of that party's attorneys, experts, and witness, and other expenses, regardless of which party prevails...**Enforcement, Finality, Appeals:** ...any party may appeal the award by requesting in writing a new arbitration before a panel of three neutral arbitrators...Costs will be allocated in the same way they are allocated for arbitration before a single arbitrator." [Pett.App. K, 84a]

Beyond reasonable doubt petitioner meet the burden of showing the likelihood of incurring the so large prohibitively expensive arbitration costs that will preclude petitioner from vindicate her rights as required by this Court, *Green Tree Financial Corp. – Alabama v. Randolph,* 531 U.S. 79 (2000). If petitioner showed to the Circuit Court she is poor enough to be spare payment of the appeal filing fees, is legally inferred she have no financial capacity to pay the so many disadvantage large arbitration fees as was asserted at District Court:

> "wasn't able to...paid out of pocket the so many disadvantaged arbitration fees, hearing fees, hearing room rental fees, abeyance fees, review clause fees, registry clause fees, subsequence fees, arbitrator rate per hour/expenses/compensation/etc." [USDC Dkt. 10, Par. 11]

Accordingly petitioner's argument about arbitration prohibitively expensive costs would prevent the vindication of her claim, did not fail. For all the above, petitioner should be excluded from arbitration for being prohibitively expensive due to her indigent status; and Circuit Court's decision should be reversed because petitioner sufficiently showed at both lower courts that she bears the arbitration costs.

III. WAIVER OF ARBITRATION

The Circuit Court found respondent did not waived arbitration. We disagree and re-argue that respondent implicitly waived any right to arbitrate after acted inconsistently with their request "A party may waive a contractual right to arbitrate expressly or implicitly...in determining waiver, diligence or the lack thereof should weigh heavily in the decision-did that party do all it could reasonably have been expected to do to make the earliest feasible determination of whether to proceed judicially or by arbitration", *A.D. v.*

Credit One Bank, N.A., Case No. 14C10106 (N.D. Ill. Aug. 19, 2016). In *Ernst & Young LLP v. Baker O'Neal Holdings, Inc.,* 304 F.3d 753 (7th Cir. 2002) (citation omitted), the Seventh Circuit Court of Appeal sustained a previous opinion issued in *Cabinetree of Wisconsin, Inc. v. Krafmaid Cabinetry, Inc.* 50 F. 3d 388, 390, (7th Cir. 1995) (citation omitted) about that presumptive waiver may arise from recourse to the judicial process and found that any right to compel arbitration was waived because the party's actions were inconsistent with its claim to arbitrate not exercised in a diligent manner, quoting By filing the pro se complaint, any previous deemed consent to arbitrate derived from related joint stipulation was expressly revoked by petitioner.

The related joint stipulation is not a business contract that involved interstate commerce. Neither the joint stipulation is governed by the FAA or contract tort laws nor is premised to the cardholder agreement. If a commerce contracts and arbitration agreements may be waive, how much more a joint stipulation may be waived too "an agreement to arbitrate, just like any other contract may be waived", *Ivax Corp, v. B. Braun of America, Inc.,* 286 F.3d 1309, 1315-16 (11th cir. 2002). If a lawsuit may be dismissed due to lack of prosecution, under same principle lack of diligence may also lead to waiver "lengthy delay itself can lead to an implicit waiver of arbitration...This is especially true where the delay was due purely to the defendant's lack of diligence", *A.D. v. Credit One Bank, N.A.,* Case No. 14C10106 (N.D. Ill. Aug. 19, 2016). Respondent failed to show how waiver of arbitration was not traceable to their lack of diligence neither provided any reason to sustain their unexcused delay. On the contrary, petitioner sustained she was not able to file arbitration because does not have money to pay the prohibitively expensive costs. In their arbitration agreement under same permissible

language is contemplated a respondent's waiver for arbitration when state that if they waive arbitration by the failure-forbearance to enforce it would be only just for that specific moment and/or claim not for future moments and/or claims:

> "Failure or forbearance to enforce this arbitration provision at any particular time, or in connection with any particular Claims, will not constitute a waiver of any rights to require arbitration at a later time or in connection with any other Claims." [Pett.App. K, 84a]

The Circuit Court concluded that respondent did not waived arbitration and misplace as if were a guide for the court determine waiver a requirement imposed over a party (not the court) to establish other party's waiver on the grounds of engagement of substantial participation in litigation "To establish waiver, a party must show...Never has Credit One engaged in substantial participation in this litigation" [Pett. A, 5a]. This does not apply in this case because petitioner contended a waiver due to respondent's lack of diligence to comply or enforce the joint stipulation to seek arbitration. The Eleventh Circuit itself has established a specific test for a court determine waiver "we have established a two-part test. First, we decide if, under the totality of the circumstances, the party has acted inconsistently with the arbitration right, and, second, we look to see whether, by doing so, that party has in some way prejudiced the other party." Id *Ivax Corp, v. B. Braun of America, Inc.* In this case both requirements were meet. Respondent acted inconsistently with their request to arbitrate and by doing so, petitioner was deprived from her right to have her claim be heard within reasonable time that preventing she could vindicate her rights that would have been barred due to time statute limitation. For related case the Seventh Circuit Court applied an additional guide for determine

waiver "in determining waiver, diligence or the lack thereof should weigh heavily in the decision-did that party do all it could reasonably have been expected to do to make the earliest feasible determination of whether to proceed judicially or by arbitration", *A.D. v. Credit One Bank, N.A.,* Case No. 14C10106 (N.D. Ill. Aug. 19, 2016). Notwithstanding, the new circumstances call for exemption from arbitration after petitioner ended without legal representation without been able to find a new one; and she is filing this new case as indigent pro se.

Accordingly, respondent waived arbitration. For all the above, Circuit Court's decision about that respondent did not waived arbitration is without merit and should be reversed.

IV. DEPRIVATION OF DUE PROCEESS OF LAW AND EQUAL PROTECTION OF LAWS

In accordance with U.S. Const. Amend. XIV § 1 no State deprive any person of property without due process of law; nor deny to any person within its jurisdiction the equal protection of laws. As was argued at both lower courts, petitioner has been deprived from her right to recover monetary reliefs under the TCPA without the due process of law and from equal protection of laws due to the followings:

1. This civil case and demand for jury trial should have not been referred to Magistrate Judge without petitioner's consent in accordance with 28 U.S.C. § 636(b-c) "Upon the consent of the parties, a full-time United States magistrate judge...may conduct any or all proceedings in a jury or nonjury civil matter" (emphasis added); Fed. R. Civ. P. 73(a) "When authorized under 28 U.S.C. §636(c), a magistrate judge may, if all parties consent" (emphasis added)

2. Magistrate Judge cannot makes findings over motion to dismiss in pursuant 28 U.S.C. § 636(b)(1) "a judge may designate a magistrate judge to hear and determine any pretrial matter pending before the court, *except a motion for injunctive relief, for judgment on the pleadings, for summary judgment, to dismiss*..." (emphasis added)

3. Arbitration issues with its related material facts should have been referred to be decided by the jury in accordance with U.S. Const. Amend. XII "In Suits at common law, where the value in controversy shall exceed twenty dollars, the right of trial by jury shall be preserved"; 9 U.S.C. § 4 "If the making of the arbitration agreement or the failure, neglect, or refusal to perform the same be in issue, the court shall proceed summarily to the trial thereof... *Where such an issue is raised, the party alleged to be in default may, except in cases of admiralty, on or before the return day of the notice of application, demand a jury trial of such issue, and upon such demand the court shall make an order referring the issue or issues to a jury*" (emphasis added); *Baltimore & Carolina Line, Inc. v. Redman,* 295 U.S. 654 (1935) "The right to trial by jury preserved by the Seventh Amendment is the right which existed under the English common law when the Amendment was adopted...in the absence of express or implied consent to the contrary, issues of law are to be resolved by the court, and issues of fact are to be determined by the jury"; *Osorio v. State Farm Bank,* 746 F. 3d 1242 (11th Cir. 2014) "A genuine dispute of material fact...this is not an issue that can properly be decided on summary judgment. The issue must instead be submitted to a fact finder... This is exactly the kind of factual dispute that cannot properly be resolved on summary judgment...*genuine dispute of material fact should properly be submitted to a jury...*" (emphasis added)

4. District and Circuit Court showed gross abuse of discretional authority when refused to consider petitioner's reasons for not adopt the RR timely asserted Response to Order to Show Cause [USDC Dkt. 19] on February 24th of 2021 two days before the due date to file objections to the RR in that were re-asserted on motion to vacate MJ [USDC Dkt. 26]

5. District Court showed gross abuse of discretional authority when denied petitioner's motion to proceed at forma pauperis forcing her to use money of daily living necessities to paid out of pocket the $400.00 filing fees; and denied to appeal as pauper when no other judge would rule the same way evidenced when the Circuit Court granted petitioner's motion to proceed on appeal in forma pauperis that justify reversal of the District Court dismissal in accordance with Florida Supreme Court relevant case law "a showing of gross abuse of a trial court's discretion is necessary on appeal to justify reversal of the lower court's ruling on a motion to vacate a default", *North Shore Hospital, Inc. v. Barber,* 143 So. 2d 849 (Fla. 1962); "The discretionary ruling of the trial judge should be disturbed only when his decision fails to satisfy this test of reasonableness", *Canakaris v. Canakaris,* 382 So. 2d 1197 (Fla. 1980)

6. District Court failed to be impartial after showed extreme deference for the defense without minimum intrinsic standard for the respondent's negligence not by error to file the required CIP, while applied more strict standards to consider petitioner's objections when pro se litigants require less standards in accordance with this Court opinion issued in *Haines v. Kerner*, 404 U.S. 519, 92 S. Ct. 594 (1972). District Court based its decision base on the expiration of the deadline to file objection to the RR but regardless petitioner provide timely reasons for do not adopt the RR, this analysis is meritless because time

limit which is not jurisdictional pursuant Fed. R. Civ. P. 53-Committee Notes 2003 for amendment subdivision (g)(2) "time limits for objecting magistrate judge report are not jurisdictional and the court may excuse the failure to seek timely review". This is truth considering that the court never put petitioner on notice about the deadline to file objection to the RR and the adverse consequences for failure to file objection. Even truer considering that the RR did not included the require notice about the time to file such objections.

Accordingly petitioner has been deprived from due process of law and from equal protection of laws. For all the above Circuit Court's decision should be reversed to prevent injustice and protect civil rights.

CONCLUSION

Petitioner prays this petition for writ of certiorari be granted and the exercise of this Court's supervisory power and jurisdiction to determine this case fully on its merits; reverse entirely the District and Circuit Court's decisions; remand that this case is excluded from arbitration; mandate District Court must continue the proceedings in accordance with the applicable laws, rules and case authorities; and order any other relief deemed appropriate as justice require.

Respectfully submitted on August 7th, 2021 by petitioner Jessica Graulau.

Signature: _____

Jessica Graulau, Petitioner