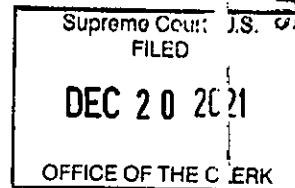


21-7127
NO. 7127

IN THE SUPREME COURT OF THE UNITED STATES

Ngozika J. Nwaneri – Petitioner
- against -



Quinn Emanuel, Urquhart & Sullivan LLP

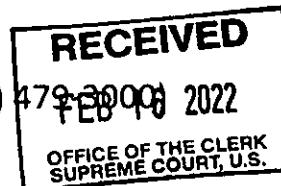
On Petition for Writ of Certiorari to the
District of Columbia Court of Appeals, Appellate Division

PETITION FOR WRIT OF CERTIORARI

Ngozika J. Nwaneri
7214 Kempton Road.
Lanham, MD 20706.

301-459-6040 x 0
nwaneri_63@hotmail.com

Attention: **Scott Harris** – Clerk of the Court
SUPREME COURT OF THE UNITED STATES
1 First Street, N. E. Washington, DC 20543
Telephone: (202) 479-3011 (Operator: (202) 479-3000) 2022



52/572

52 FEB 14 PH 1:12

STATEMENT OF ISSUES PRESENTED FOR REVIEW.

Pursuant to Supreme Court Rule 10(c) Petitioner Ngozika J. Nwaneri respectfully prays that the Court issue a writ of Certiorari, to settle:

- a). Whether the state court erred in omnibus order and subpoena order granted Quinn Emanuel on October 20, 2021 and in 5th January, 2022 order denying Petitioner's motion to stay omnibus and subpoena order.
- b). Whether the Appeals Court erred in affirming the state court decisions that violated an important dictum of federal law,
 - i). "The United States Justice is based on the Facts and the Law," and
 - ii). "Equal justice under the Law?"
- c). Whether the Appeals Court and state court Judges are infallible hence absolved of reversing decisions granted Quinn Emanuel's based on lies, deceipts, obfuscations and fraudulent submissions to the Courts and Judges?
- d). Whether denial of counsel for Petitioner, Ngozika J. Nwaneri, violated The Bill of Rights "which is fundamental and essential to a fair trial" made obligatory upon the United States Legal System by the Fourteenth Amendment?

Petitioner, Ngozika J. Nwaneri respectfully requests that this Court review, reverse and settle the Appeals Court and state Court decisions, to clarify the above issues of importance to the public, particularly *Pro se* Petitioner and lay persons whose confidence in the United States Legal system have been challenged, to say the least, by Cases as No. CAB-3686-18 and No. 19-CV-1101.

PETITIONER CERTIFICATE AS TO PARTIES.

Pursuant to Supreme Court Rules, Petitioner, Ngozika J. Nwaneri, files this certificate as to parties in this case.

The parties in this action are:

1. Ngozika J. Nwaneri *Pro se* (Petitioner) but **NOT** Dr. Nwaneri (Ngozika J. Nwaneri, MD; PC)
2. Quinn Emanuel, Urquhart & Sullivan LLP (Respondent),
Quinn Emanuel, Urquhart & Sullivan LLP Counsel, *Pro se* Attorney
 - a). Keith Forst Esq.
 - b). Florentina D. Field Esq.

Petitioner is not aware of any *amici curiae* in this matter.

Ngozika J. Nwaneri
7214 Kempton Road.
Lanham, MD 20706.

301-459-6040 x 0
nwaneri_63@hotmail.com

NO _____

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STATEMENT OF THE CASE

Quinn Emanuel came after Petitioner, Ngozika J. Nwaneri seeking about \$300,000.00 (over \$500,000.00 billable hours) for a \$20,000.00 dispute arising from Engagement Agreement violations in which Quinn Emanuel has all pertinent documents in its possession. Petitioner has so far failed in all efforts to expose Quinn Emanuel's violations including submissions, lies, fraudulent acts and deceit of the Courts and Judges, resulting in favorable rulings to Quinn Emanuel since inception of Case No. 2018-CA-3686-B. Petitioner presented his Case in the strong belief that the "The Facts and The Law" on record in the Case favor him yet he faced the danger of conviction because his submissions were either ignored or not reviewed by the Courts, hence he obviously could not establish his innocence.

The circumstances of the state court's October 20, 2021 Omnibus and Subpoena Orders finally exposed the naked lies, fraud and egregious obfuscations Quinn Emanuel has fed to the Courts and Judges throughout the duration of this Case.

As much as Petitioner continues to try, he does not have the financial resources or energy as a 73-year-old retiree to prove Quinn Emanuel's misdeeds without adequate legal representation. Petitioner, though educated lacked the skill in the science of the law but with the determination to cure this deficit Petitioner requested the aid of counsel in the complex legal issues of proceedings against him, to ensure a "fair trial" but the Courts never considered, hence denied the request. This denial contributed to adverse rulings against Petitioner, Ngozika J. Nwaneri. The erroneous disposition of this case has so far favored Quinn Emanuel

[a]. Introduction.

The Appeals Court erred in affirming the state court decisions that violated

an important dictum of federal law,

- i). "The United States Justice is based on the Facts and the Law," and
- ii). "Equal justice under the Law?

The circumstances of the state court's October 20, 2021 Omnibus and Subpoena Orders finally exposed the naked lies, fraud and egregious obfuscations Quinn Emanuel has fed to the Courts and Judges throughout the duration of this Case:

INCOMPETENT EVIDENCE: QUINN EMANUEL'S WILLFUL STATEMENT:

"Dr. Nwaneri transferred many of these assets after Quinn filed the arbitration claim against him" (*Omnibus Order* Page 3, Paragraph 1, October 20, 2021, DC Superior Court).

FACT: a). Margaret Poppe mpoppe@jamsadr.com(JAMS Arbitration Commencement e-mail). Mon 4/3/2017 4:38 PM
To: You; ericlyttle@quinnemanuel.com
Arbitration Commencement Package.4.3.17.pdf

Dear Parties:

Attached please find a Notice of Commencement of Arbitration packet (please thoroughly review this Notice as it contains important deadlines and other pertinent information)

FACT: b). The Nwaneri Family Living Trust (The Trust) was established on 8th day of July 2016, including transfer of all assets (*Abstract of the Nwaneri Family Living Trust*) and prior to commencement of forced arbitration, initiated 3rd day of April, 2017 by Quinn Emanuel. The Trust's filings are a matter of public records, well known to Quinn Emanuel and have severally been submitted to the courts with Ngozika J. Nwaneri's prior Court filings hence,

THIS COURT SHOULD REVIEW AND REVERSE:

A. APPENDIX A:

DECISIONS OF DISTRICT OF COLUMBIA SUPERIOR COURT
OCTOBER 17, 2019. Case Number: 2018 CA 003686 B
DC Superior Court, Quinn Emanuel v NJN, which:

- 1.i). Affirmed the JAMS January 12, 2018 Arbitration "Final Award" filed May 24, 2018. Judgment entered October 17, 2019 in favor of Quinn Emanuel.

- ii). Affirmed Quinn Emanuel Attorney Fees Order Granted March 7, 2019
- iii). Granted Quinn Emanuel's Accounting of Attorney Fees and Costs in relation to Removal to the District Court.

11. Order Directing Ngozika J. Nwaneri to Pay:

- i). \$90,019.17 JAMS Arbitration Award confirmed January 10, 2019 to Quinn Emanuel
- ii). \$52,685.00 for attorney fees and costs awarded Quinn Emanuel March 7, 2019.
- iii). \$23,159.70 for attorney fees and costs related to Remand to US District Court of DC.

111. The Court Order that DENIED all Opposition Motions on 1 and 11, filed by Ngozika J. Nwaneri

B. APPENDIX B:

CASES FROM DISTRICT OF COLUMBIA COURT OF APPEALS

- i). DISTRICT OF COLUMBIA COURT OF APPEALS. No. 19-CV-1101. NGOZIKA J. NWANERI, APPELLANT v QUINN EMANUEL URQUHART & SULLIVAN, LLP. APPELLEE. Appeal from the DC Superior Court (CAB-3686-18) (Hon. Fern Flanagan Saddler, Trial Judge) (Submitted September 22, 2020. Decided May 20, 2021) - DENIED
- ii). DECISIONS OF DISTRICT OF COLUMBIA COURT OF APPEALS. Petition for Rehearing/ Review of PROCEDURAL HISTORY AND ERRORS OF MAY 20. 2021 DECISION. (Submitted: May 28, 2021 Decided September 22, 2021) - DENIED .
- iii). DECISIONS OF DISTRICT OF COLUMBIA COURT OF APPEALS. Appeals Court Order Denying Petition for Rehearing *en banc* (Submitted: May 28, 2021. Decided September 22, 2021) - DENIED

C. : APPENDIX C

OMNIBUS AND SUBPOENA ORDER OF DISTRICT OF COLUMBIA SUPERIOR COURT OCTOBER 20, 2021 AND JANUARY 5, 2022 –

Quinn Emanuel v NJN Case Number: 2018 CA 003686 B and:

I. STAY EXECUTION OF SUBPOENA ORDER 10/20/2021 INCLUDING:

- a). DOCUMENT REQUEST FROM SUNTRUST BANK AND BANK OF AMERICA
- b). DOCUMENT PRODUCTION FROM NGOZIKA J. NWANERI

11. STAY EXECUTION OF OMNIBUS ORDER 10/20/2021 INCLUDING:

- a). MOTION GRANTED AGAINST SUNTRUST (TRUIST) BANK
- b). MOTION GRANTED AGAINST BANK OF AMERICA
- c). MOTION TO COMPEL NGOZIKA J. NWANERI TO PRODUCE FURTHER QUINN EMANUEL DOCUMENT REQUESTS, INCLUDING OF THIRD PARTY,
, THE NWANERI FAMILY LIVING TRUST
- d). MOTION FOR LEAVE TO SERVE A SUBPOENA UPON SUNTRUST BANK
- e). MOTION OF CLAIM OF EXEMPTION DENIED NGOZIKA J. NWANERI
- f). SECOND MOTION OF CLAIM OF EXEMPTION DENIED NGOZIKA J. NWANERI
- g). MOTION FOR PROTECTIVE ORDER DENIED NGOZIKA J. NWANERI
- h). JUDGEMENT AGAINST SUNTRUST BANK FOR \$72,345.68
- i). SUNTRUST BANK PAYMENT OF \$72,345.68 AND/OR UP TO \$165,863.87 TO QUINN EMANUEL WITHIN FOURTEEN (14) DAYS OF 10/20/2021.
- j). JUDGEMENT AGAINST BANK OF AMERICA FOR \$7,274.25
- k). FURTHER DEMAND FOR SECOND SET OF DOCUMENT PRODUCTION
- l). LEAVE GRANTED QUINN EMANUEL TO ISSUE AND SERVE SUBPOENA TO SUNTRUST BANK (ATTACHED TO OMNIBUS ORDER).

D. APPENDIX D: LEGAL REPRESENTATION FOR PETITIONER - DENIED

Prior to the above Omnibus Order exposition Petitioner maintained that the state and Appeals Court decisions were affirmed and granted in error but he was unsuccessful in all efforts to expose Quinn Emanuel's submissions, lies, fraudulent

acts and deceit of the Courts and Judges, resulting in favorable rulings to Quinn Emanuel since inception of Case No. 2018-CA-3686-B. Petitioner presented his Case throughout in the strong belief that the “The Facts and The Law” on record in the Case favor him yet he faced the danger of conviction because his submissions were either ignored or not reviewed by the Courts.

Sadly, Judge Fern Flanagan Saddler signed the OMNIBUS ORDER, filled with erroneous information and conclusions, based solely on Quinn Emanuel’s submissions without review and/or ignoring Ngozika J. Nwaneri’s submissions.

Case No. 2018-CA-3686-B and No. 19-CV-1101 are littered with similar glaring erroneous information. Unfortunately, the Court repeatedly accepted such information despite all efforts by Petitioner to expose Quinn Emmanuel’s incompetent and fraudulent evidence. Moreover, Petitioner’s submissions have been ignored and denied equal justice under the law.

Unfortunately, Quinn has suffered no consequences for any and all its criminal actions against Petitioner and for fraudulent deceit of the Courts and Judges.

Petitioner presented his Case In the strong belief that the “The Facts and The Law” in the Case favor him yet Petitioner could not establish his innocence and faced the danger of conviction because his submissions were either ignored or not reviewed by the Courts. As much as Petitioner continues to try, he does not have the financial resources or energy as a 73-year-old retiree to prove Quinn Emanuel’s misdeeds without adequate legal representation. Petitioner, though educated lacked the skill in the science of the law but with the determination to cure this deficit Petitioner requested the aid of counsel to ensure a “fair trial” in the complex legal issues of proceedings against him, but the Courts never considered, hence DENIED the request.

In view of all of the above, Petitioner, Ngozika J. Nwaneri respectfully requests that this Court review and reverse the Appeals Court and state Court decisions.

[b]. Statement of the Facts (Issues 1, 11, 111 and 1V)

The glaring erroneous submissions that resulted in the state courts October 20, 2021 Omnibus and Subpoena Orders finally exposed Quinn Emanuel’s abuses that have permeated the legal system throughout this Case and deceived the Courts

into granting fraudulent awards. Hence the following statement of facts relevant to the issues are submitted for review, with appropriate references to the record:

ISSUE 1a. INCOMPETENT EVIDENCE: QUINN EMANUEL'S WILLFUL STATEMENT:

"Dr. Nwaneri transferred many of these assets after Quinn filed the arbitration claim against him" (***Omnibus Order*** Page 3, Paragraph 1, October 20, 2021, DC Superior Court).

FACT: a). Margaret Poppe mpoppe@jamsadr.com(JAMS Arbitration Commencement e-mail) Mon 4/3/2017 4:38 PM
To: You; ericlyttle@quinnemanuel.com

Arbitration Commencement Package.4.3.17.pdf

Dear Parties:

Attached please find a Notice of Commencement of Arbitration packet (please thoroughly review this Notice as it contains important deadlines and other pertinent information)

FACT: b). The Nwaneri Family Living Trust (The Trust) was established on 8th day of July 2016, including transfer of all assets (*Abstract of the Nwaneri Family Living Trust*) and prior to commencement of forced arbitration, initiated 3rd day of April, 2017 by Quinn Emanuel. The Trust's filings are a matter of public records, well known to Quinn Emanuel and have severally been submitted with Ngozika J. Nwaneri's multiple prior Court filings.

ISSUE 1b. INCOMPETENT EVIDENCE: QUINN EMANUEL'S WILLFUL STATEMENT:

ORDER DENYING JUDGMENT DEBTOR'S MOTION TO STAY THIS COURT'S OCTOBER 20, 2021 OMNIBUS ORDER This matter is before the Court on Judgment Debtor Dr. Ngozika J. Nwaneri's ("Dr. Nwaneri") Motion to Stay this Court's October 20, 2021 Omnibus Order. On May 20, 2021, the District of Columbia Court of Appeals affirmed this Court's October 17, 2019 Order confirming the JAMS arbitration award in favor of Quinn Emanuel, Urquhart & Sullivan, LLP ("Quinn Emanuel"). This Court subsequently issued the October 20, 2021 Omnibus Order, which provides in pertinent part as follows: • Granted Judgment Creditor Quinn Emanuel's motions for judgment.....

Accordingly, it is this 5th day of January 2022, hereby ORDERED that Judgment Debtor Dr. Ngozika J. Nwaneri's ("Dr. Nwaneri") Motion to Stay this Court's October 20, 2021 Omnibus Order is DENIED.

FACT: **a). i).** As severally stated throughout the proceedings of **Civil Action**

No. 2018-CA-003686 B, and admitted by Quinn Emanuel (QE's
MOTION FOR JUDGEMENT AGAINST GARNISHEE, BANK OF AMERICA.....
.....ARGUMENT, PAGE 3, Jan. 30, 2020 – DC Superior Court), Dr. Nwaneri
(Ngozika J. Nwaneri, MD; PC) was never a client of Quinn Emanuel,

- ii).** (Ngozika J. Nwaneri, MD; PC (Dr. Nwaneri) is legally a separate entity (EIN: x-5487) from Ngozika J. Nwaneri (SSN:x-9020) and
- iii).** not an alter ego to Ngozika J. Nwaneri, a former client of Quinn Emanuel (as per Engagement Agreement) yet Quinn Emanuel continues to obfuscate and confuse the Court with reference to Dr. Nwaneri as Quinn Emanuel's client.

- b).** Following Judge Saddler's inquiry during a remote audio-only, Motion Hearing before Judge Fern Flanagan Saddler on **Monday, August 3, 2020 at 2:30 pm**, Ngozika J. Nwaneri provided the unequivocal clarification that **Civil Action No. 2018-CA-003686 B** is between Quinn Emanuel and Ngozika J. Nwaneri (**not between Quinn Emanuel and Ngozika J. Nwaneri, MD; PC / Dr. Nwaneri**).

Despite the unequivocal clarification Quinn Emanuel continues to insist that its dispute is with Dr. Nwaneri/Ngozika J. Nwaneri, MD; PC (EIN:xxx-5487) instead of Ngozika J. Nwaneri (SSN:xxx-9020). The claim is simply a nullity.

ISSUE 1c. INCOMPETENT EVIDENCE: QUINN EMANUEL'S WILLFUL STATEMENT:
In application for ORDER TO SEAL, (Granted May 22, 2018) Quinn Emanuel lied to the Court and Judge in Chambers, Judge John H. Bayly in "its motion to confirm arbitration Award" that:

- i). "Movant argues that its uncontested motion to seal.....
.....submitted on January 15, 2018 should be granted....."

FACT: **c. i).** Defendant, Ngozika J. Nwaneri was unaware of the January 15, 2018 motion as Quinn Emanuel never notified him, in violation of Court Rule 12-1(a)

ii). The Court and Judge in an April 20, 2018 e-mail wanted to “ascertain whether Dr. Nwaneri opposed the relief requested”, “.....because respondent did not file an opposition – (see e-mail exchanges as below).

Sadly, the motion was granted despite QE’s lies and fraudulent submissions:

From: Florentina Dragulescu Field Sent: Wednesday, May 23, 2018 2:12 PM
To: 'Senior Judges L.C. (Hopkins, Karen)' Cc: Keith Forst
Subject: RE: CONFIDENTIAL: QE v. Nwaneri Motion to Seal

Karen,
Thank you very much for your email. I noticed that Judge Bayly partly based his decision on the fact that respondent did not file an opposition. As I mentioned during our conversation on April 30, 2018, we did not serve Respondent

From: Senior Judges L.C. (Hopkins, Karen) [mailto:Karen.Hopkins@dcsc.gov]
Sent: Tuesday, May 22, 2018 4:25 PM
To: Florentina Dragulescu Field Cc: Keith Forst Subject:

RE: CONFIDENTIAL: QE v. Nwaneri Motion to Seal

Ms Fields, Please find a copy of the order granting your motion to seal attached.

Karen Hopkins Law Clerk to Senior Judges Satterfield, Bayly, Davis, Macaluso, Mitchell-Rankin, Turner, and Wertheim
Superior Court of the District of Columbia

Defendant, Ngozika J. Nwaneri could never have the benefit of such ex parte communications between Quinn Emanuel and Judges’ Chambers.

Issues 1a, 1b, 1c and the Facts expose the naked lies, and egregious obfuscations Quinn has fed to the Courts throughout the duration of this Case. Sadly, Judge Fern Flanagan Saddler signed the OMNIBUS ORDER, filled with erroneous information and conclusions, based solely on Quinn Emanuel’s submissions without review and ignoring Ngozika J. Nwaneri’s submissions.

Unfortunately, Quinn has suffered no consequences for any and all its criminal actions against Petitioner and for fraudulent deceit of the Courts and Judges.

ISSUE 11. PROCEDURAL AND DECISION ERRORS OF THE APPEALS COURT.

In rulings granted Quinn Emanuel, JAMS Arbitration and state court

relied on Quinn Emanuel's submissions that were littered with lies, obfuscations, fraud and deceit of the Court and Judges while Ngozika J. Nwaneri's factual submissions were ignored or never reviewed.

The Appeals Court reliance on the Superior Court rulings resulted in Procedural and Decision Errors that adversely affected Ngozika J. Nwaneri as stated below:

Issue 11 a): "The Consumer Minimum Standards":

In the May 20, 2021 Report, the Appeals Court Decision states: "For the first time in this Court Dr. Nwaneri argues that he is a "consumer" within the meaning of DC Code 16-4401(3) (2012 Rep.) and -4424(d) and that he therefore was entitled to move to vacate the arbitral award. Quinn Emanuel contends that Dr. Nwaneri does not qualify as a consumer,..... ([W]e ordinarily do not consider issues raised for the first time on appeal.....")

Response:

Fact a). Ngozika J. Nwaneri engaged Quinn Emanuel (**QE**) to recover losses related to an Old Line Bank personal loan to Ngozika J. Nwaneri. The *09/11/2014 Engagement Agreement, Page 11*, was signed by Ngozika J. Nwaneri, not by Ngozika J. Nwaneri, MD; PC/ NJNMDPC (Dr. Nwaneri). Quinn Emanuel sent invoices to Ngozika J. Nwaneri, inflated by 33%, in violation of the Engagement Agreement. Ngozika J. Nwaneri complained about the inflated bills and also made several payments (about \$48,000.00) which QE accepted without any complaints. As per record, Ngozika J. Nwaneri repaid the personal Bank Loan.

Fact b). In e-mail exchanges May 2017 Ngozika J. Nwaneri brought up the issue with JAMS (Ms. Poppe) that he, Ngozika J. Nwaneri is a "consumer" in the Engagement of QE as per DC Code § 16-4401(2017) (3) Ms. Poppe initially agreed that Ngozika J. Nwaneri is a Consumer but later she attempted to deny the obvious facts following obfuscations and corruption by Quinn Emanuel (*– May 2017 e-mail communications between Ngozika J. Nwaneri and JAMS's Ms. Poppe*). Quinn Emanuel also lied that Ngozika J. Nwaneri is not an individual consumer but a business, Ngozika J. Nwaneri, MD; PC (**NJNMDPC**)(Dr. Nwaneri) but

such is a lie and an obfuscation as:

- i). NJNMDPC, (Dr. Nwaneri), the business, has never been a client of Quinn Emanuel,
- ii). NJNMDPC is legally a separate entity (EIN:xxx-5487) from and never an alter ego of Ngozika J. Nwaneri (SSN:xxx-9020).
- iii). Quinn Emanuel also admitted “.....the matter in which Quinn Emanuel represented Dr. Nwaneri was unrelated to his medical practice” (**QE’s MOTION FOR JUDGEMENT AGAINST GARNISHEE, BANK OF AMERICA.....ARGUMENT, PAGE 3, Jan. 30, 2020 – DC Superior Court**).

Indeed, Quinn Emanuel has no agreement and did not represent NJNMDPC (Dr. Nwaneri), a business entity and Dr. Nwaneri was never a client of Quinn Emanuel. Dr. Nwaneri is a separate entity from Ngozika J. Nwaneri, not an alter ego and therefore Dr. Nwaneri is legally not liable for actions of Ngozika J. Nwaneri.

Fact c). Ngozika J. Nwaneri has been a Consumer ab-initio in the 2014 engagement of Quinn Emanuel hence tenets of “The Consumer Minimum Standards” apply. Regardless of JAMS (Ms. Poppe) and Quinn Emanuel’s opinions, DC Code § 16-4401(2017) (3) is clearly stated thus:

Quinn Emanuel initiated the Arbitration and Ngozika J. Nwaneri is the consumer hence “The Consumer Minimum Standards” apply:

- i). “With respect to the cost of the arbitration, when a consumer initiates arbitration against the company, the only fee required to be paid by the consumer is \$250, which is approximately equivalent to current Court filing fees.
- ii). All other costs must be borne by the company, including any remaining JAMS Case Management Fee and all professional fees for the arbitrator’s services.
When the company is the claiming party initiating an arbitration against the consumer, the company will be required to pay all costs associated with the arbitration”.

Despite Ngozika J. Nwaneri's objections, the facts and documents that he is an individual and not a business, JAMS collaborated with Quinn Emanuel, ignored the facts and the law to deny Ngozika J. Nwaneri the rights that "The Consumer Minimum Standards" confer. The JAMS Arbitrators erroneously ruled that Ngozika J. Nwaneri was responsible for arbitration fees, instead of Quinn Emanuel.

Had JAMS not colluded and collaborated with Quinn Emanuel, ".....**the company**, (Quinn Emanuel), **will be required to pay all costs associated with the arbitration**". Hence Quinn Emanuel may have shelved or limited the rush to arbitrate. Unfortunately, the collusion and QE's greed trumped the law.

Despite the facts and the law, the state court and Appeals Court affirmed the decision to confirm JAMS Arbitration award in favor of Quinn Emanuel.

Issue 11 b): Confirmation of "arbitral award".....based on...".....Dr. Nwaneri failed to bring a timely challenge to the award.....matter of law"

In the *Report of The Appeals Court May 20, 2021 Decision, Page 6*, the Court states:

"In sum, we affirm the trial court's order confirming the arbitral award on the ground that Dr. Nwaneri failed to bring a timely challenge to the award.....matter of law"

Response:

Fact a} i). Following the JAMS Final Award on January 12, 2018, Ngozika J. Nwaneri filed a proper and timely appeal on February 5, 2018 challenging the arbitral award but the appeal was denied and JAMS informed Ngozika J. Nwaneri thus:

- Margaret Poppe's E-mail: Tue, Feb 6, 2018 at 4:28 PM

To: Nnamdi Nwaneri Esq.

Cc:"ericlytle@quinnemanuel.com",joncorey@quinnemanuel.com,
joyodom@quinnemanuel.com"

Dear Mr. Nwaneri: **There is no appellate process applicable in this arbitration. This matter before JAMS is closed.**

Kind regards,

Margaret R. Poppe

Despite the above fact, QE lied to the Court “.....that Dr. Nwaneri never filed a timely request to vacate or modify the Award.....”

APPELLEE'S BRIEF, Case No. 19-CV-1101, (INTRODUCTION, Page 1, Paragraph 2, Line 3 and 4, Filed 11 day of March 2020) but,

ii) During a DC Superior Court Hearing, Quinn Emanuel v Ngozika J. Nwaneri Case No. 2018 CAB 003686, Thursday October 17, 2019 before the Hon. FERN FLANAGAN SADDLER, Associate Judge, in Courtroom 100, FLORENTINA DRAGALESCU, Esq of Quinn Emanuel's finally admitted in Court as below:

(Excerpt of the October 17, 2019 Hearing Transcript)

(Pg15) 1. DR. NWANERI: J-A-M-S, yes.

2 THE COURT: Okay.

3 DR. NWANERI: Denied my arbitration and then

4 Quinn went to court and wanted the Court to confirm

5 arbitration and the Court and **Your Honor, this is your**

6 order, page 2 of your order said specifically:

7 "The Court finds that defendant has not

8 filed a timely motion with either JAMS or

9 the Court to modify or correct the final

10 award pursuant to 16-44.20 or 16-44.24."

11 DR. NWANERI: But, indeed, I filed an appeal

12 with JAMS date February 5th, okay.

13 THE COURT: What year?

14 DR. NWANERI: Of 2017, right after. I filed

15 this appeal with JAMS and then I've been submitting this

16 to every filing that I've been sending every time to the

17 Court and yet, and you said in here I will submit -- it

18 was submitted to this Court my appeal and yet it wasn't

19 taken into account. So, if that appeal is taken into

20 account, then it means that this whole thing should be

21 null and void.

22 THE COURT: Okay. For the record, the Court

23 took into account the entire record period. Any

24 response?

25 MS. DRAGALESCU: Yes, Your Honor. So, two

(Pg.16) 1. things. First of all, Dr. Nwaneri did not move to vacate

2 or correct the award. He filed an appeal which is

3 something that under JAMS rules is not available to him,

4 but grounds for his appeal were not grounds for vacating

5 or correcting an award. Furthermore, the test under DC

6 Code 16 requires that the award be actually vacated or
7 corrected within those -- well, or in the process of

8 being vacated or corrected within those 90 days. **His**

9 appeal was denied, so it doesn't really make a difference

10 in the analysis here.

11 DR. NWANERI: Your Honor --

12 THE COURT: What do you mean his appeal was

13 denied?

14 MS. DRAGALESCU: Well, it wasn't denied. It

15 was not heard.

16 THE COURT: Okay.

17 DR. NWANERI: It was not heard, you know, and

18 you specifically stated in here that I never appealed to

19 JAMS when, in fact, I did. What JAMS did with my appeal;

iii). Quinn Emanuel filed Motion to confirm arbitration May 24, 2018 hence Ngozika J. Nwaneri's filing DATED: June 17, 2018 to deny confirmation was in order. (***RESPONSE TO MOVANT QUINN EMANUEL'S MOTION TO CONFIRM ARBITRATION AWARD***) Filed: June 17, 2018 DC Superior Court, Case No. 2018-CA-3686-B).

Quinn Emanuel's claim it "waited 90 days" to file their motion to confirm to enable Ngozika J. Nwaneri "move to vacate" was disingenuous as Quinn Emanuel only waited because they thought that Ngozika J. Nwaneri's failure to file within 90 days precluded him from filing a motion to vacate. As we know, such is not true under the DCAA 16-4419 (which gives consumers 30 days after receiving a motion to move to confirm or move to vacate) and the Federal Arbitration Action (FAA) provides that "[n]otice of a motion to vacate, modify, or correct an award must be served upon the adverse party or his attorney within three months after the award is filed or delivered." 9 U.S.C. § 12.

iv). Pursuant to DC Superior Court Rule 55, Appellant Ngozika J. Nwaneri, respectfully requested that the Court deny entry of judgment granted to Quinn Emanuel against me in the Court's

January 10, 2019 ruling granting Quinn Emanuel's Motion to Confirm Arbitration Award and March 7, 2019 order granting Quinn Emanuel's request for Attorney Fees.

Appellant, Ngozika J. Nwaneri was so concerned about the Court's errors and obvious "rush to rule" on that January 10, 2019 that he expressed such to the Judge and pleaded with her but to no avail (*Court Transcript Jan. 10 2019, Pages 8 through 15, DC Superior Court*).

v). During October 17, 2019 Hearing (*Court Transcript, October 17, 2019, Page 14, Line 19 – 22*) Appellant again reminded the Court that the "whole case was based on fraud...fraudulent award through JAMS (Arbitration)..." that the Award was timely appealed yet the Court erred in confirming the JAMS Award by erroneously stating that Appellant never appealed to JAMS or the Court. (*Judge Saddler's January 10, 2019 ORDER*) and the Appellant was "as usual" ignored.

Issue 11 c): ".....Awarding of Quinn Emanuel's Attorney Fees....."

In the Report of *The Appeals Court May 20, 2021 Decision* the Court states: "We next turn to the trial court's order awarding QE attorney's fees..... we see noabuse of discretion".

Response:

The Appeals Court erred in its decision to affirm the state court's award of attorney fees. The Appeals Court was misinformed and denied the benefit of "factual information of exceptional importance presented below" D.C.R. App. Ct. 35(a):

Fact a). QE unilaterally terminated the Engagement Agreement July 12, 2016:

Termination: "You may terminate this representation at any time with or without cause.we also reserve the right to withdrawIn the event of termination by either of us, fees and costs for work performed prior to termination will still be payable to the extent permitted by law, *Engagement Agreement, Page 7*". **Quinn Emanuel is therefore not entitled to payments for**

costs and work performed after July 12, 2016 in the dispute with Ngozika J. Nwaneri.

Fact b). There was no Engagement Letter, or Client-Attorney relationship on 4/3/2017 when Quinn Emanuel dragged Ngozika J. Nwaneri to Arbitration hence, Quinn Emanuel's claim: "...The Engagement Letter states that the party enforcing the arbitration provisions therein "shall be entitled to an award of all costs, fees, and expenses," id. at 1, n.1, independent of Quinn Emanuel's statutory entitlement to fees and costs under Section 16-4425(c)," is inapplicable and null and void in this Case. **No Attorney-Client contract existed post Quinn Emanuel's unilateral termination July 12, 2016.**

Hence, Quinn Emanuel's unilateral 'termination' precludes "collections" for Quinn Emanuel's self-inflicted additional expenses, time and resources resulting in mounting fees and costs Quinn Emanuel supposedly has incurred and is not entitled to recover pursuant to the express terms of Quinn Emanuel and Ngozika J. Nwaneri's non-existent contractual agreement, **Termination: Engagement Agreement, Page 7**".

Fact c). Quinn Emanuel invoked and profited from the "demand approach" but reversed course and adopted the "award approach" in calculation of the amount in controversy in a display of intellectual dishonesty. Unfortunately, the District Court abused its discretion and erred in supporting Quinn Emanuel.

Based on the above, DC Superior Court's award of attorney fees was an abuse of discretion. The Appeals Court erred in affirming the state court's award.

Issue 111. Finally, QE's statement, "*Id.* Indeed, with the exception of a couple of hours billed at the beginning of the case, the confirmation proceedings have been handled by a different team than the arbitration and did not involve any of the attorneys who represented Dr. Nwaneri while he was Quinn Emanuel's client", further exposes blatant dishonesty of QE's pro se independent attorneys.

Response:

The above statement is littered with lies, fraud, deceit and obfuscation of the activities of Quinn Emanuel pro se attorneys throughout this Case. It is on record that QE pro se attorneys submitted over \$500,000.00 of billable hours for a \$20,000.00 fee dispute. Such is not exactly a couple of hours of billing.

Issue 1V: THE COURTS ERRED IN DENIAL OF PETITIONER'S REQUEST FOR COUNSEL.

Petitioner Ngozika J. Nwaneri, was unsuccessful, ignored and denied justice despite efforts to expose Quinn's fraudulent acts since inception of this Case. Petitioner presented his Case in his strong belief that the "The Facts and The Law" on record in the Case favor him yet he faced the danger of conviction because he obviously could not establish his innocence. This lack of representation by an attorney was the only critical missing piece.

Petitioner severally requested that the Court appoint counsel to defend him because he felt that his efforts in the Courts failed because he lacked the skill and knowledge adequate to prepare and guide every step in the sophisticated Quinn Emanuel's proceedings against him but each time he was repeatedly ignored and counsel was never provided as explained below:

- i). Appellant also requests the appointment of counsel in this matter as explained in this form requesting attorney representation in this case. These are complex legal issues that are even difficult for attorneys to understand. QE is coming after me for over \$300,000 for a \$20,000 dispute. I do not have the financial resources and energy as a 71-year-old retiree to prove QE's misdeeds without adequate representation. (**PROCEDURAL MOTIONS: District Court Case No. 1:19-cv-00990-CKK** formerly Superior Court of DC Case #: 2018-CA-003686. Submitted, August 01, 2019).
- ii). "Appellant requests the appointment of counsel in this matter as

these are complex legal issues that are even difficult for attorneys to understand. Quinn Emanuel came after me seeking about \$300,000.00 (from over \$500,000.00 billable hours) for a \$20,000.00 fee dispute in which Quinn Emanuel (QE) has all the pertinent Documents in its possession. As much as I continue to try, I do not have the financial resources or energy as a 71-year-old retiree to prove Quinn Emanuel's misdeeds without adequate legal representation. Quinn Emanuel dragged Appellant into arbitration without due process and despite the setbacks so far, justice based on the facts and the rule of the law shall prevail even though QE has so far managed to obfuscate the

facts, confuse and lie to the Courts to fraudulently obtain awards". (**APPEALS COURT OF DC** Filed Nov. 18, 2019).

Despite Petitioner's presentation of the **Facts** in Case No. 2018-CA-3686-B and No. 19-CV-1101 he has been unsuccessful at every stage of the Case such that he instead is facing conviction. Representation by an attorney was the only missing piece hence, *in forma pauperis* and unable to afford an attorney, Petitioner requested state-court appointed representation but his request was not even addressed, hence denied.

Denial of Petitioner's request for a court-appointed attorney violated the Due Process Clause of the Fourteenth Amendment and denied Petitioner the rights to a fair trial "guaranteed by the Constitution and the Bill of Rights by the United States Government". *Powell v. Alabama*, 287 U.S. 45, 68 (1932), *Gideon v. Wainwright*, 372 U.S. 335 (1963)

C. QUINN EMANUEL'S ASSAULT ON THE RULE OF LAW, SANS CONSEQUENCES.

The United Justice is based on the Facts and the Law, therefore, Awards must be granted based on the Facts to ensure Equal Justice under the Law.

The Quinn Emanuel's submissions in the Case No. 2018-CA-3686-B from inception are littered with lies, false and fraudulent statements, obfuscations that so far deceived the Courts and Judges into granting Awards to Quinn Emanuel based entirely on those consequent submissions. To the contrary, Petitioner Ngozika J. Nwaneri's submissions in *pari passu* throughout the proceedings were ignored or

not reviewed by the Courts thus resulting in the adverse rulings against Ngozika J. Nwaneri throughout all stages of the proceedings so far.

[c]. Argument.

A. THE DISTRICT OF COLUMBIA SUPERIOR COURT ERRED IN DECISIONS:

1.i). in affirming the JAMS January 12, 2018 Arbitration “Final Award” October 17, 2019 in favor of Quinn Emanuel but against Ngozika J. Nwaneri, in violation of the DC Code 16-4311 (a)(1)(2), section 16-4315(5) and 16-4312 as no Engagement agreement or Client-Attorney relationship existed following QE’s unilateral disengagement on July 12, 2016 and on **4/3/2017** when Quinn Emanuel dragged Ngozika J. Nwaneri to JAMS Arbitration.

The rest of the issues below would have been null and void had the DC Superior Court vacated the JAMS Award based on the facts and the law.

ii). affirming Quinn Emanuel Attorney Fees Order Granted March 7, 2019.

iii). Granting Quinn Emanuel’s Accounting of Attorney Fees and Costs in relation to Removal to the District Court.

11. Order Directing Ngozika J. Nwaneri to Pay:

i). \$90,019.17 JAMS Arbitration Award confirmed January 10, 2019 to Quinn Emanuel

ii). \$52,685.00 for attorney fees and costs awarded Quinn Emanuel March 7, 2019.

iii). \$23,159.70 for attorney fees and costs related to Remand to US District Court of DC.

111. The Court Order that DENIED all Opposition Motions on 1 and 11, filed by Ngozika J. Nwaneri

1IV. AFFIRMING OMNIBUS AND SUBPOENA ORDER OF DISTRICT OF COLUMBIA SUPERIOR COURT OCTOBER 20, 2021. Quinn

Emanuel v NJN Case Number: 2018 CA 003686 B and:

I. EXECUTION OF SUBPOENA ORDER 10/20/2021 INCLUDING:

- a). DOCUMENT REQUEST FROM SUNTRUST BANK AND BANK OF AMERICA
- b). DOCUMENT PRODUCTION FROM NGOZIKA J. NWANERI

11. EXECUTION OF OMNIBUS ORDER 10/20/2021 INCLUDING:

- a). MOTION GRANTED AGAINST SUNTRUST (TRUIST) BANK
- b). MOTION GRANTED AGAINST BANK OF AMERICA
- c). MOTION TO COMPEL NGOZIKA J. NWANERI TO PRODUCE FURTHER QUINN EMANUEL DOCUMENT REQUESTS, INCLUDING OF THIRD PARTY,
, THE NWANERI FAMILY LIVING TRUST
- d). MOTION FOR LEAVE TO SERVE A SUBPOENA UPON SUNTRUST BANK
- e). MOTION OF CLAIM OF EXEMPTION DENIED NGOZIKA J. NWANERI
- f). SECOND MOTION OF CLAIM OF EXEMPTION DENIED NGOZIKA J. NWANERI
- g). MOTION FOR PROTECTIVE ORDER DENIED NGOZIKA J. NWANERI
- h). JUDGEMENT AGAINST SUNTRUST BANK FOR \$72,345.68
- i). SUNTRUST BANK PAYMENT OF \$72,345.68 AND/OR UP TO \$165,863.87 TO QUINN EMANUEL WITHIN FOURTEEN (14) DAYS OF 10/20/2021.
- j). JUDGEMENT AGAINST BANK OF AMERICA FOR \$7,274.25
- k). FURTHER DEMAND FOR SECOND SET OF DOCUMENT PRODUCTION
- l). LEAVE GRANTED QUINN EMANUEL TO ISSUE AND SERVE SUBPOENA TO SUNTRUST BANK (ATTACHED TO OMNIBUS ORDER).

111. January 5, 2022 ORDER DENYING MOTION TO STAY THIS COURT'S OCTOBER 20, 2021 OMNIBUS ORDER BECAUSE DR. NWANERI (Ngozika J. Nwaneri, MD; PC)

WAS NEVER A CLIENT OF QUINN EMANUEL (as severally factually stated).

As severally and factually stated, Ngozika J. Nwaneri, MD; PC (Dr. Nwaneri) (EIN: xxx-5487): **a).** was never Quinn Emanuel's client; **b).** is legally a separate entity from and not an alter ego of Ngozika J. Nwaneri (SSN: xxx-9020), despite Quinn Emanuel's claim to the contrary. "*Facts are stubborn.....*"

Ngozika J. Nwaneri submitted pertinent evidence, including *Engagement Agreement* between Ngozika J. Nwaneri and Quinn Emanuel; *Quinn Emanuel's fraudulent billing records*; *Application of "The Consumer Minimum Standards to individual, Ngozika J. Nwaneri; Partiality and chief Arbitrator corrupt practices* but the Arbitration panel either ignored, did not review or disallowed the information and as a result awarded the arbitration to Quinn Emanuel. During the arbitration Quinn Emanuel corrupted the process by "buying" the chief arbitrator with an offer of a new contract during the "contentious" Ngozika J. Nwaneri arbitration.

Ngozika J. Nwaneri timely appealed the award but JAMS arbitrators denied him the opportunity to be heard.

Quinn Emanuel ignored the above facts in submissions to the state court which confirmed the arbitration and associated awards. Ngozika J. Nwaneri timely appealed the state court awards but the state court erred as all appeals were denied Ngozika J. Nwaneri in a further judicial indifference to the facts and law.

B. THE DISTRICT OF COLUMBIA COURT OF APPEALS ERRED IN DECISIONS:

- i). Affirming Case No. 19-CV-1101. NGOZIKA J. NWANERI, APPELLANT v QUINN EMANUEL URQUHART & SULLIVAN, LLP, APPELLEE from the DC Superior Court (CAB-3686-18) (Hon. Fern Flanagan Saddler, Trial Judge) (Submitted September 22, 2020. Decided May 20, 2021)

- ii). Denial of Petition for Rehearing/ Review of Case No. 19-CV-1101
PROCEDURAL HISTORY AND ERRORS OF MAY 20. 2021 DECISION.
(Submitted: May 28, 2021 Decided September 22, 2021)
- iii). Order Denying Petition for Rehearing *en banc*
(Submitted: May 28, 2021 Decided September 22, 2021)
- iv). Denial of legal aid and appointment of counsel for Ngozika J. Nwaneri

There would have been no Appeal Court submissions or decisions had the DC Superior Court vacated the JAMS Award based on the facts and the law.

Ngozika J. Nwaneri made timely submissions to the Appeals Court regarding:

- a). the erroneous state court decisions;
- b). denial of legal aid by appointment of counsel;
- c). erroneous decisions of the Appeals Court including Re-Hearing *en banc* but his submissions were either not considered or simply ignored and in end DENIED in judicial indifference to the law and the facts.

The glaring erroneous submissions that resulted in the state courts October 20, 2021 Omnibus and Subpoena Orders finally exposed Quinn Emanuel's abuses that have permeated the legal system throughout this Case and deceived the Courts and Judges into granting fraudulent awards. The facts of this Case now prevail.

- a).** As severally stated throughout the proceedings of **Civil Action No. 2018-CA-003686 B**, and admitted by Quinn Emanuel (*QE's MOTION FOR JUDGEMENT AGAINST GARNISHEE, BANK OF AMERICA.....ARGUMENT, PAGE 3, Jan. 30, 2020 – DC Superior Court*), Dr. Nwaneri (Ngozika J. Nwaneri, MD; PC):
 - i). was never a client of Quinn Emanuel,
 - ii). is legally a separate entity (EIN: x-5487) from Ngozika J. Nwaneri (SSN:x-9020)
 - iii). and not an alter ego to Ngozika J. Nwaneri, a former client of Quinn Emanuel (as per Engagement Agreement) yet Quinn Emanuel continues to obfuscate and confuse the Court with reference to Dr. Nwaneri as Quinn Emanuel's client.
- b).** Following Judge Saddler's inquiry during a remote audio-only, Motion Hearing before Judge Fern Flanagan Saddler on **Monday, August 3, 2020 at 2:30 pm**, Ngozika J. Nwaneri provided the unequivocal clarification that **Civil Action No. 2018-CA-003686 B** is between Quinn Emanuel and Ngozika J. Nwaneri (**not**

between Quinn Emanuel and Ngozika J. Nwaneri, MD; PC / Dr. Nwaneri). Despite the unequivocal clarification Quinn Emanuel continues to insist that its dispute is with Dr. Nwaneri/Ngozika J. Nwaneri, MD; PC (EIN:xxx-5487) instead of Ngozika J. Nwaneri (SSN:xxx-9020).

c). Subject to and without waiving the General Objections and Responses set forth above, Ngozika J. Nwaneri objects to Quinn Emanuel's characterization of its relationship with Ngozika J. Nwaneri and herein addresses Quinn Emanuel's concerns thus:

- i). Like an "ostrich with its head in the ground", Quinn Emanuel disregards important and egregious acts as above and rather dwells on frivolous issues as "copy and paste", discovery and production of documents related to The Nwaneri Family Trust (The Trust) which are irrelevant as The Trust is neither a client of Quinn Emanuel nor an alter-ego of Ngozika J. Nwaneri, a co-trustee who has no controlling authority over The Trust. Under Rule 26 b(1), "[p]arties may not obtain discovery outside the scope of matter that is privileged and not relevant to Quinn Emanuel's Interrogatories and request for Document production.
- ii). The arguments in favor of stay of execution are relevant considering that Judge Fern Saddler signed the 10/20/2021 Omnibus and Subpoena Orders littered with frivolous, deceitful erroneous entries that are repeatedly submitted by Quinn Emanuel throughout this Case. Unfortunately, the Courts and Judge Saddler relied on Quinn Emanuel's submissions while ignoring or/and not considering Ngozika J. Nwaneri's factual submissions.
- iii). The argument in favor of stay of the discovery decisions in the Omnibus Order is relevant; as Ngozika J. Nwaneri, a co-settlor and co-trustee has no controlling authority over The Trust's assets and is conferred immunity from creditors or assignees of creditors (MD Code of Estates and Trusts 14.5-511(a)(b), 14.5-511(e)(2)(i)(ii)(iii)) hence as such could not be sanctioned, having not violated this Court's Omnibus Order by one day, 30 days or more.

d). In effect, THE OMNIBUS ORDER granted Quinn Emanuel under corruption, lies, undue means must be reversed and declared null and void because:

- i). Quinn Emanuel's motions for judgment against garnishees SunTrust Bank (now Truist Bank) and Bank of America were deceitful as The Nwaneri Family Living Trust (The Trust) is legally a separate entity from and not an alter-ego

of Ngozika J. Nwaneri, a co-trustee but who has no controlling authority over The Trust and The Trust was never a client of Quinn Emanuel.

- ii). Ngozika J. Nwaneri, MD; PC (Dr. Nwaneri), legally a separate entity from Ngozika J. Nwaneri, was never a client of Quinn Emanuel. Ngozika J. Nwaneri was the former client of Quinn Emanuel.
- iii). Quinn Emanuel's motions to compel discovery, for leave to serve subpoena and deny protective order have no merit and only served to obfuscate the facts and deceive the Court. Under Rule 26 b(1), "[p]arties may not obtain discovery outside the scope of matter that is privileged and not relevant as Ngozika J. Nwaneri has no controlling authority over The Trust.

- e). Quinn Emanuel is fully aware Rule 62 does not limit the power of the Court to require or waive a bond in the appeal motion to stay execution of OMNIBUS ORDER judgment yet Quinn Emanuel is literary directing the Court to require Ngozika J. Nwaneri to post a bond, not-withstanding Quinn Emanuel's deceitful and egregious acts. Post-a-bond decision is entirely up to the Courts.
- f). Quinn Emanuel's claims of Ngozika J. Nwaneri's appeals, frivolous arguments and disparaging claims devoid of legal issues for three years lack any merit but to the contrary, it finally took the three years to expose Quinn Emanuel's lies, obfuscations, fraudulent submissions and deceit of the Law, Courts and Judges. Meanwhile, Quinn Emanuel's actions have been adverse, to Ngozika J. Nwaneri

Finally, "Facts are stubborn...." and now that Quinn Emanuel's deceitful submissions have been exposed, a complete forensic review of all Quinn Emanuel's submissions from inception must be performed followed by dismissal of **Civil Action No. 2018-CA-003686 B** with *prejudice* and imposition of severe sanctions against Quinn Emanuel's *Pro se* attorneys, who supposedly are officers of the law, yet willfully lied and deceived the Courts for several years, culminating in Judge Saddler's signing of 10/20/2021 Omnibus and Subpoena Orders and January 5, 2022 Order littered with errors, lies and fraudulent submissions.

C. QUINN EMANUEL IS NOT CONTRACTUALLY ENTITLED TO ATTORNEY'S FEES AND COSTS IN RELATION TO THE CONFIRMATION PROCEEDINGS.

First, The Appeal Court's reliance mostly on Quinn Emanuel's (QE) evidence led to the May 20, 2021 Ruling, it "...failed to find any abuse of discretion in Superior Court's order granting Quinn Emanuel attorney's

fees arising from the proceedings to confirm the Award. Id. at 7".
This Court was misinformed and denied the benefit of "factual information of exceptional importance presented below" D.C.R. App. Ct. 35(a):

Engagement Agreement between Ngozika J. Nwaneri (**NJN**) and Quinn Emanuel (**QE**) did not exist following QE's unilateral termination of the agreement on July 12, 2016 by QE.

Termination: "You may terminate this representation at any time with or without cause.we also reserve the right to withdraw In the event of termination by either of us, fees and costs for work performed prior to termination will still be payable to the extent permitted by law, *Engagement Agreement, Page 7*".

There was no Engagement Letter or Client-Attorney relationship on **4/3/2017** when QE dragged NJN to Arbitration hence, QE's unilateral 'termination' precludes "collections" for QE's self-inflicted, additional time and resources expended, resulting in mounting fees and costs QE supposedly incurred and is not entitled to recover without contractual agreement between Quinn Emanuel and Ngozika J. Nwaneri.

Second, Quinn Emanuel (**QE**), admittedly is an LLP (professional limited liability partnership) with no parent corporation (*QE Appellee Brief filed March 11, 2020*) and hence essentially pro-se practitioner attorneys not responsible or liable for the acts of one another.

As severally stated, QE attorneys are not entitled to attorney fees when self-represented. There is no evidence that QE hired outside counsel in the dispute with Ngozika J. Nwaneri (**NJN**).

If pro-se attorneys are not entitled to recover attorney fees under D.C. Code § 16-4425(c) for self-representation the same should apply to QE attorneys, *Upson v. Wallace, 3 A.3d 1148 (D.C. 2010)*.

Recognizing that the U.S. Supreme Court held that pro se individuals cannot recover attorney's fees in *Kay v. Ehrler*, 499 U.S. 432 (1991), this Court explained that the U.S. Supreme Court "signaled in dictum that the analysis might well be different if an organization was involved," and proceeded to analyze a number of cases from various courts, finding that "law firms can recover attorney's fees when they are represented.."

In fact, QE is not an organization per se but is a business entity of pro se practitioner attorneys, each of whom may develop an organizational structure with

different and specific functions to help grow its practice. Hence the Supreme Court affirmation that pro se individuals cannot recover attorney's fees in *Kay v. Ehrler*, 499 U.S. 432 (1991), is sustained because QE is not an "organization".

The dissent from this Court's opinion holding that a law firm is eligible to receive attorney's fees under D.C. Code § 16-4425(c)" relied on *Upson v. Wallace*, 3 A.3d 1148 (D.C. 2010), which held that attorney's fees were not "incurred" under Section 16-4425(c) when a pro se litigant "opted not to hire outside counsel," but to represent himself. *Id.* at 18-19.

Furthermore, precedent from similar jurisdiction, and that from the Supreme Court, supports this conclusion. In *McReady v. Dep't of Consumer & Regulatory Affairs*, 618 A.2d 609, 618 (D.C.1992), held that an attorney acting *pro se* is not eligible for an award of an attorney's fee under the District of Columbia Freedom of Information Act. In so ruling, it largely relied on *Kay v. Ehrler*, 499 U.S. 432, 111 S.Ct. 1435, 113 L.Ed.2d 486 (1991), where the Supreme Court unanimously held that an attorney, proceeding *pro se*, who prevailed as a litigant was not eligible for an award of an attorney's fee under The Civil Rights Attorney's Fees Awards Act of 1976, 42 U.C.S. § 1988 (1988).

Among other arguments, **NJN agrees with ".....rejected the application of dicta from Kay distinguishing individual pro se litigants from organizations represented by their in-house attorneys"**

Based on the above, QE's claims that NJN ".....has not identified any authority that conflicts with this Court's affirmation, nor has he identified a question of "exceptional" importance that warrants rehearing en banc **are false**. QE would rather "the Truth and Facts" be damned", obfuscate pertinent issues, deceive the Courts and Judges, dare the Courts to correct erroneous legal interpretation and also in the process "incur "and collect mounting fees and costs pursuant to a contractual agreement QE **abrogated** July 12, 2016 when QE's Jon Corey, a QE pro se attorney unilaterally withdrew from this case pre-arbitration.

D. THE APPEAL COURT'S AFFIRMANCE OF THE SUPERIOR COURT'S ATTORNEY'S FEES AWARD IS NOT CONSISTENT WITH CONTROLLING AUTHORITY.

QE, admittedly is an LLP (professional limited liability partnership) with no parent corporation (*QE Appellee Brief filed March 11, 2020*) and hence essentially pro-se practitioner attorneys not responsible for the acts of one another. No

attorney-client relationship exists between the pro se attorneys and QE because the pro se attorneys independently seek clients.

As severally stated, QE attorneys are not entitled to attorney fees while represented by themselves. There is no evidence that QE hired outside counsel in the dispute with NJN.

If pro-se attorneys are not entitled to recover attorney fees under D.C. Code § 16-4425(c) for self-representation the same should apply to QE attorneys, *Upson v. Wallace, 3 A.3d 1148 (D.C. 2010)*.

Recognizing that the U.S. Supreme Court held that pro se individuals cannot recover attorney's fees in *Kay v. Ehrler*, 499 U.S. 432 (1991), this Court explained that the U.S. Supreme Court "signaled in dictum that the analysis might well be different if an organization was involved," and proceeded to analyze a number of cases from various courts, finding that "law firms can recover attorney's fees when they are represented."

In fact, QE is not an organization per se but is a business entity of pro se practitioner attorneys, each of whom may develop an organizational structure with different and specific functions to help grow its practice. Hence, the U.S. Supreme Court affirmation that pro se individuals cannot recover attorney's fees in *Kay v. Ehrler*, 499 U.S. 432 (1991), is sustained because QE is not an "organization".

Finally, QE's statement, "*Id.* Indeed, with the exception of a couple of hours billed at the beginning of the case, the confirmation proceedings have been handled by a different team than the arbitration and did not involve any of the attorneys who represented Dr. Nwaneri while he was Quinn Emanuel's client" further exposes blatant dishonesty of QE's pro se independent attorneys.

It is on record that a QE pro se attorney presented over \$500,000.00 of billable hours for a \$20,000.00 fee dispute in which QE has all the pertinent documents. Such is not exactly a couple of hours of billing.

E: THE COURTS ERRED IN DENIAL OF PETITIONER'S REQUEST FOR COUNSEL.

Despite efforts to expose Quinn's fraudulent acts since inception of this Case, Petitioner Ngozika J. Nwaneri, was unsuccessful, ignored and denied justice throughout. Petitioner presented his Case in his strong belief that the "The Facts and The Law" on record in the Case favor him yet he faced the danger of

conviction because he obviously could not establish his innocence. Petitioner severally requested the Court appoint counsel to defend him because he felt that his efforts in the Courts failed because he lacked the skill and knowledge adequate to prepare and guide every step in the sophisticated Quinn Emanuel's proceedings against him but each time he was repeatedly ignored and counsel was never provided:

i). Appellant also requests the appointment of counsel in this matter as explained in this form requesting attorney representation in this case. These are complex legal issues that are even difficult for attorneys to understand. QE is coming after me for over \$300,000 for a \$20,000 dispute. I do not have the financial resources and energy as a 71 year-old retiree to prove QE's misdeeds without adequate representation. (**PROCEDURAL MOTIONS: District Court Case No. 1:19-cv-00990-CKK** formerly Superior Court of DC Case #: 2018-CA-003686. Submitted, August 01, 2019).

\$20,000.00 fee dispute in which Quinn Emanuel (QE) has all the pertinent Documents in its possession. As much as I continue to try, I do not have the financial resources or energy as a 71-year-old retiree to prove Quinn Emanuel's misdeeds without adequate legal representation. Quinn Emanuel dragged me into arbitration without due process and despite my setbacks so far, I believe in justice based on the facts and the rule of the law since QE has so far managed to obfuscate the facts, confuse and lie to the Courts to fraudulently obtain awards". (**APPEALS COURT OF DC** Filed Nov. 18, 2019).

Petitioner, though educated lacked the skill in the science of the law but with the determination to cure this deficit Petitioner requested the aid of counsel in the complex legal issues of proceedings against him, to ensure a "fair trial" but the

Courts never considered, hence denied the request. This denial contributed in adverse rulings against Petitioner, Ngozika J. Nwaneri.

Denial of counsel to Petitioner, Ngozika J. Nwaneri, violated The Bill of Rights “which is fundamental and essential to a fair trial” made obligatory upon the Legal System by the Fourteenth Amendment.

D: THE APPEALS COURT ERRED IN DENIAL OF RE-HEARING *en banc*.

Following May 28, 2021 and August 20, 2021 Petitioner’s submissions detailing “Procedural History of Errors in the Appeal Court’s May 20, 2021 Decision”, Petitioner requested further review and corrections through Re-hearing *en banc* by the Honorable Justices of the DC Appellate Court.

The Appeals Court acknowledged the Petition for Re-hearing *en banc* but..... “and it appearing that no judge of this court has called for a vote on appellant’s petition for hearing *en banc*,....,” the Petition was **DENIED**.

“Facts are stubborn....” and now that Quinn Emanuel’s deceitful submissions have been exposed, a complete forensic review of all Quinn Emanuel’s submissions from inception must be performed followed by dismissal of **Civil Action No. 2018-CA-003686 B with prejudice**

WHY THE COURT SHOULD GRANT THE WRIT

The glaring erroneous submissions that resulted in the state courts October 20, 2021 Omnibus and Subpoena Orders was “a game changer” that finally exposed Quinn Emanuel’s lies and abuses that have permeated the legal system throughout this Case and deceived the Courts into granting fraudulent awards. Prior to the exposition the Courts and Judges relied on Quinn Emanuel’s submissions in toto while ignoring or/and not considering Ngozika J. Nwaneri’s **(NJN)** factual submissions thus the need for a second look to settle the following:

- A. If only Quinn Emanuel submitted accurate, non-inflated fraudulent invoices or accepted payments “with complaints or notices about outstanding invoices” this Case would be moot, null and void.
- B. QE unilaterally terminated the Engagement Agreement July 12, 2016 with no Engagement Letter or Client-Attorney relationship thereafter, including when QE dragged NJN to Arbitration and DC Courts hence, QE’s claim for statutory entitlement to fees and costs under Section 16-4425(c) is inapplicable and null and void in this Case.
- C. If only JAMS Arbitrators recognized NJN’s status as an individual consumer and insisted that, “**When QE, the company is the claiming party initiating an arbitration against the consumer (NJN), the company will be required to pay all costs associated with the arbitration**”, this Case would be moot, null and void. QE represented only Ngozika J. Nwaneri (NJN) who was not an alter ego of Dr. Nwaneri or any other entity.
- D. If DC Superior Court and the District Court had not relied mostly on QE’s fraudulent evidence while ignoring or not reviewing Ngozika J. Nwaneri’s evidence, this Case would be moot, null and void.
- E. Had the Appeals Court taken a critical look at the state court’s decision and also the facts and the law in the case the glaring errors would be obvious hence enable revision of state court and Appeal Court decisions in this Case

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APPENDIX A: DECISIONS OF DISTRICT OF COLUMBIA SUPERIOR COURT - Page 6.

APPENDIX B: DECISIONS OF DISTRICT OF COLUMBIA COURT OF APPEALS: - Page 7

Appendix B i). DENIAL OF APPEAL FROM DC SUPERIOR COURT (CAB-3686-B).

Case No. 19-CV-1101. Decided: May 20, 2021

Appendix B ii). and iii). DENIAL OF HEARING EN BANC

Case No. 19-CV-1101 Decided: September 22, 2021.

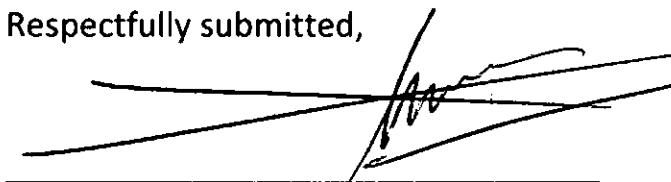
APPENDIX C: DECISIONS OF DISTRICT OF COLUMBIA SUPERIOR COURT – Page 7

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CONCLUSION.

Petitioner, Ngozika J. Nwaneri, prays this Court to grant this petition for writ of certiorari and reverse Appellate and state court decisions granted Quinn Emanuel in Case CAB-3686-18 and 19-CV-1101 but denied Petitioner, Ngozika J. Nwaneri

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Ngozika J. Nwaneri". It is written in a cursive style with a vertical line extending upwards from the end of the signature.

Ngozika J. Nwaneri, *Pro se*

Petitioner.

Date: February 14, 2022

/s/ Ngozika J. Nwaneri

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