No. 22-1404

22-6976

IN THE

SUPREME COURT OF THE UNITED STATES

GOLDA D HARRIS — PETITIONER
(Your Name)

vs.

CREDIT ACCEPTANCE CORPORATION, et al. — RESPONDENT(S)

ON PETITION FOR A WRIT OF CERTIORARI TO

UNITED STATES COURT OF APPEALS FOR THE THIRD CIRCUIT
(NAME OF COURT THAT LAST RULED ON MERITS OF YOUR CASE)

PETITION FOR WRIT OF CERTIORARI

Ms. Golda D. Harris, Pro Se
(Your Name)

450 West End Avenue, #27
(Address)

North Plainfield, New Jersey 07050-6636
(City, State, Zip Code)

908-405-2364 or 2722
(Phone Number)

ORIGINAL

QUESTIONS PRESENTED

1. Is the U. S. Court of Appeals for the Third Circuit allowed to substitute its decision(s) and overrule the Federal Arbitration Act (FAA), 9 U.S.C. §§1–16 at §2 in the instant case in opposition to the rulings of the Supreme Court of the United States holdings?

2. Are the U. S. Supreme Court stare decisis decisions applied equally as the law of the land to protect against judicial discrimination and bias in the application of the law towards petitioner, a pro se party filing against respondents an individual and a corporation party represented by an attorney in the United States?

3. Why is the U. S. Court of Appeals for the Third Circuit allowed to circumvent the holding of Prima Paint Corp. v. Flood & Conklin Mfg. Co., 388 U. S. 395 (1967) previously decided and upheld by the Supreme Court of the United States to favor respondents Brett Roberts and Credit Acceptance Corporation, et al.?

4. Do the decisions of the Honorable Zahid N. Quraishi, U.S.D.J, a democratically appointed justice, who disregards the laws of the State of New Jersey; violates the rights of Pro Se self-represented litigants; and disregards both the holdings made by stare decisis by the Supreme Court of the United States as well as the provisions of the Federal Arbitration Act (FAA), 9 U.S.C. §2 to help corporate entities make the entirety of the judicial system appear to intentionally select to whom the law will unequally be applicable based on the status of the individual(s)?

5. Will the lower courts' decisions made by the justices in the instant case at the U. S. Court of Appeals for the Third Circuit and at the United States District Court for the Third District justices rulings against and the decision to affirm the ruling be a gateway for other cases to usurp the holdings of the Supreme Court of the United States when it has already tried, heard the

appeals and upheld its decisional law that an arbitrator does not have jurisdiction over 'unconscionable' claims against the whole arbitration clause agreement which must be referred to the court?

LIST OF PARTIES

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

[ ] All parties **do not** appear in the caption of the case on the cover page. A list of all parties to the proceeding in the court whose judgment is the subject of this petition is as follows:

RELATED CASES

1. **Prima Paint Corp. v. Flood & Conklin Mfg. Co., 388 U. S. 395 (1967) (RAISED BELOW)**
2. **Uniloc 2017 LLC v Facebook Inc., 989 F.3d 1018 (Fed. Cir. 2021)**
3. **Commonwealth of Massachusetts v. Credit Acceptance Corporation, 21-1996A (09/01/21)**
4. **Palm Tran, Inc. v. Credit Acceptance Corp., CIVIL 20-12698 (E.D. Mich. Dec. 12, 2022**
5. **Credit Acceptance Corporation v. Westlake Servs., 859 F,3d 1044, 1048, 1057 (Fed. Cir. 2017)**
6. **Walker Process Equip., Inc. v. Food Mach. & Chem. Corp., 382 U.S. 172, 176-77 (1965)**
7. **Pro'l Real Estate Inv'rs. v. Columbia Pictures Indus., Inc., 508 U.S. 49, 60-61 (1993)**
8. **Christianson v. Colt Indus. Operating Corp., 486, U.S. 800, 808-09 (1988)**
9. **Gunn v. Minton, 568 U.S. 251, 258 (2013)**
10. **Commonwealth v. Credit Acceptance Corp, Case No 2084cv01954-BLS2 (Mass. Super. Mar. 15, 2021)**

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IN THE

SUPREME COURT OF THE UNITED STATES

PETITION FOR WRIT OF CERTIORARI

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

OPINIONS BELOW

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

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

[ ] reported at _____; or,
[ ] has been designated for publication but is not yet reported; or,
[X] is unpublished.

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

[ ] reported at _____; or,
[ ] has been designated for publication but is not yet reported; or,
[X] is unpublished.

[X] For cases from **state courts:**

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

[X] reported at Motion Stay Proceeding Withdrawn 07/06/21 on JEDS; or,
[ ] has been designated for publication but is not yet reported; or,
[ ] is unpublished.

The opinion of the Report of Preliminary Hearing & Scheduling Order NO. 1 court appears at Appendix Y to the petition and is

[ ] reported at _____; or,
[ ] has been designated for publication but is not yet reported; or,
[X] is unpublished.

JURISDICTION

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

The date on which the United States Court of Appeals decided my case was November 29, 2022.

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

[X] A timely petition for rehearing was denied by the United States Court of Appeals on the following date: November 29, 2022, and a copy of the order denying rehearing appears at Appendix Exhibits A and B

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

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

[x] For cases from **state courts:**

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

[X] A timely petition for rehearing was thereafter denied on the following date: August 1, 2022, and a copy of the order denying rehearing appears at Appendix C.

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

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

CONSTITUTIONAL AND STATUTORY PROVISIONS INVOLVED

1. U.S.C., 14th Amendment, Equal Protection Clause

2. U.S.C., 14th Amendment, Due Process Clause

3. U.S.C., Bill of Rights, Substantive Protected Rights

4. Federal Arbitration Act (FAA), 9 U. S. C. §§1–16 Sub-Section 2

STATEMENT OF THE CASE

The lower district court felt that the petitioner filed a complaint in the Superior Court of New Jersey based on his racist and biased statement listed in the opinion that petitioner does not have the abiltiy to read a contract being a pro se litigant.

The contract is severable as is clearly outlined in plain language of the contract and referenced in the arbitrator's Draft Report Of Preliminary Hearing And Scheduling Order NO. 1 at Section *4. Agreement to Arbitrate* - The agreement provides in pertinent part: "Either You or we may require any Dispute to be arbitrated and may do so before or after a lawsuit has been started over the Dispute **or with respect to other Disputes** or counterclaims **brought later in the lawsuit." (Exhibits O and Y)** This very language stated in the arbitration clause agreement clearly authorized petitioner to file a lawsuit over "other " Disputes at any time during arbitration with respect to other claims.

Section *6. Claims of the Parties and Arbitratility* - Claimant has set forth its claims in a Statement of Claim filed on or about December 23, 2020. In short, Claimant alleges that her sister's name was improperly added as a co-buyer on the Retail Installment Contract for a used car. Claimant seeks rto [to] have her sister's name removed from the contract. **(Exhibit Y)** The only claim on the arbitrators list is the removal of the name which is clearly stated, no other issues were requested to be arbitrated as the district court lied in the 02/16/22 order.

The lower district court did not bother to read the petitioner's motion and summarily agreed with the erroneous decision of the district court causing miscarriage of justice and the violation of petitioners' constitutionally protected right to equal and fair treatment by the courts. This Petitioner has not been treated equally or fairly in the plain sight of day by the courts.

The federal court does not have original jurisdiction nor supplemental jurisdiction and has violated the petitioner's constitutionally protected substantive due process and civil rights

causing a plain error and harmful error and a judgment for cost against petitioners federal benefits to incur, a financial hardship, and other harmful medical injuries. The respondents are not allowed to dictate a favorable venue.

The lower circuit and district court have usurped the authority of and stare decisis of the Supreme Court of the United States ruling opposite its courts holdings and decisional law.

The Petitioner prayerfully request the relief to reinstate the complaint, vacate the judgment for costs granted to the respondents for copies of documents and a remand of the case to the Superior Court in New Jersey, the court of proper jurisdiction, to avoid upsetting the federal-state balance of power.(End)

REASON FOR GRANTING THE PETITION

1. THE COURT HAD NO JURISDICTION

The lower courts do not have jurisdiction over this matter pursuant to 28 Section 1295 until an appeal is initiated by either of the party's and the complaint should be reinstated, the judgment against petitioner to pay for copy fees rescinded and the case remanded to the state court for further proceedings to protect petitioners due process rights

In Uniloc 2017 LLC v. Facebook Inc., 989 F.3d 1018 (Fed. Cir. 2021), the court states that in Credit Acceptance Corp. v. Westlake Services, we held that judicial review of a challenge to the Board's application of the estoppel provision of *§325(e)(1)* is not precluded by *§324(e)* because this provision "is not limited to the institution stage" and "could operate to terminate a proceeding even where there existed no cause for termination at the time a petition was instituted ...." *859 F.3d 1044, 1050 (Fed. Cir. 2017)*. In the instant complaint, petitioner challenged the lower court's jurisdiction under the provisions of *28 U.S.C. 301* grounds that the court had no original and supplemental jurisdiction and for procedural defects, which was left out of the court's opinion. (RAISED BELOW)

In the instant case, the District Court had no jurisdiction over the state matter for fraud in `the inducement of the contract as a whole by having Petitioner sign Respondent's (CAC's) Arbitration Agreement Contract, Retail Installment Contract, Vehicle Service Contract and Corporation Disclosure Form in violation of prior court rulings and that of the Appeal Board of the United States Patent and Trademark Office. These matters are for a state court and are not appropriate to decide on a motion for summary judgment. **(Exhibits O)**

The respondents engaged in gamesmanship when they removed petitioner's case from state court to the District Court to intentionally stop those proceedings on June 9, 2022 while at

the same time the respondents where negotiating and eventually agreed to enter into two (2) state initiated settlement agreements for fraudulent activities over their inducement as a whole of their fraudulent unpatentable covered business methods (CBM) for utilizing their (CAPS was illegal at that time) **'Credit Approval Processing System' (CAPS)** to finance petitioner's loan. The disputes in the complaint stem from the illegal fraudulent activity in violation of the state fraud laws. Petitioner seeks to have their CAPS invalidated to cease its use as a means to provide predatory loans in the manner in which they were and/or are possibly currently doing to stop the predatory, illegal acts and bad-faith behavior by the respondents in a court of law.

THE PUBLIC INTEREST

The respondents are only allowed to offer 'processes' to the public that are patentable and legal **even to high risk borrowers**. Otherwise the court is allowing lawlessness to continue against this petitioner and others in the public. It is in the interest of the public that CAC be stopped from continuing its illegal lending practices and utilization of CAPS.

The respondents were making a mockery out of the Supreme Court of the United States, with the agreement they made with the Attorney General and the Patent Review Board. While the respondents have taken no accountability and made no admissions of guilt or liability in Commonwealth of Massachusetts v. Credit Acceptance Corporation, 21-1996A (09/01/21), a $21 million settlement agreement filed in state court due to the respondents fraud and violations in the Truth In Lending provision, etc., (listed in petitioners state complaint) nor did they account for their actions in Palm Tran, Inc. v. Credit Acceptance Corp., CIVIL 20-12698 (E.D. Mich. Dec. 12, 2022), a $12 million settlement agreement relative to other court proceedings [where the respondents faced claims pertaining to] the statements and/or omissions concern-

(i) "topping off the pools of loans that [Defendants] packaged and securitized with higher-risk loans";

(ii) "making high interest subprime auto loans to borrowers that the Company knew borrowers would be unable to repay";

(iii) "subject[ing] [borrowers] to hidden finance charges, resulting in loans exceeding the **usury rate ceiling mandated by state law**"; and

(iv) "[taking] **excessive and illegal measures** to collect debt from defaulted borrowers." (ECF No. 1 at Pg. ID 6.)

These respondents are not of good reputation and have a history of civil and criminal acts which continually are covered-up by the courts and is an injustice to the normal standards of society for a corporation conducting business in the public arena.

2. 28 U.S.C. § 1295 SECTION 325 - RELATION TO OTHER PROCEEDINGS OR ACTIONS

a) INFRINGER'S CIVIL ACTION -

(1) POST-GRANT REVIEW BARRED BY CIVIL ACTION.-A post-grant review may not be instituted under this chapter if, before the date on which the petition for such a review is filed, the petitioner or real party in interest filed a civil action challenging the validity of a claim of the patent.

(2) STAY OF CIVIL ACTION.-If the petitioner or real party in interest files a civil action challenging the validity of a claim of the patent on or after the date on which the petitioner files a petition for post-grant review of the patent, that civil action shall be automatically stayed until either-

(A) the patent owner moves the court to lift the stay;

(B) the patent owner files a civil action or counterclaim alleging that the petitioner or real party in interest has infringed the patent; or

(C) the petitioner or real party in interest moves the court to dismiss the civil action.

In CAC v. Westlake the court explained, "the alleged estoppel-triggering event did not occur until after the institution of the covered business method (CBM) patent review proceeding, and thus could not have affected the decision to initiate the administrative proceeding. We thus explained that "the estoppel dispute in this case is neither a challenge to the Board's institution decision, nor is it 'closely tied' to any 'statute[ ] related to the Patent Office's decision to initiate [CBM] review.' " *Id. at 1051* (quoting Cuozzo , *136 S. Ct. at 2141*)." This review is outlined in the arbitrators Draft of Preliminary Hearing and Scheduling Order NO.1. **(Exhibit T)**

Unlike Westlake, in the instant case this petitioner was pre-approved for several loans which took place on 11/27/20; pre-approval by CAC representatives, who reviewed petitioner's documents; and on 12/08/2020, the finale sale of the contracts and to pick-up petitioners vehicle; and lastly petitioners state lawsuit was filed on 06/09/21 all well after appeal of the respondents CBM challenges before that court in their other cases. Therefore, the respondents cannot make a claim of not being a **scienter**, as they had full knowledge of the wrongdoings in continuing to offer loans under the unpatentable CAPS while making settlement deals with the Massachusetts Office of the Attorney General and the government in two (2) civil lawsuits while seeking to have Westlake dismissed by estoppel, etc.

As the chart shows in the diagram Step1, Step 2A and Step 2B, **(Exhibit T)** neither the District nor Circuit courts had original jurisdictions or supplemental jurisdiction as there were no claims made as to the process, machine, manufacture or composition of matter. Nor can any of petitioners claims be amended to fall within a statutory category as outlined in Palm Tran.

This seems nefarious, even if it is only in appearance, for the 3rd Circuit and the 3rd District courts justices to have ruled in favor of the respondents in the middle of two (2) very

public court settlements against the respondents to be providing such relief to the respondents in the eyes of the public against a pro se litigant robbed by the same illegal fraudulent schemes using the unpatentable '807' CAPS of the respondents.

Petitioners found out about the ill-gotten patent after the Notice of Rejection was filed and delivered with the respondents, discovered during research on CAC.

There is a list of carriers entitled The Southwest Re Offshore Reinsurance Network and an organizational chart entitled Information Concerning Activities Of Insurer Members Of A Holding Company Group relevant to the claims of inducement of fraud in petitioner's Vehicle Service Contract **(EXHIBITS P and R)** which does not fall under the jurisdiction of the Circuit and/or District courts. Clearly it was removed from the state court by the respondents to curry favor from the federal courts in the State of New Jersey and to hide the evidence and discovery that petitioners would have to subpoena, evidence which will not be made available through an arbitration proceeding rules or by the respondents **(Exhibit S)** and a third organizational flow chart of accomplices. **(EXHIBITS T)** These insurance company network entities have no insurance, service or coverage for the vehicles as petitioner discovered when petitioner spoke to the representatives from Superior Protection Plan administered by First Automotive Service Corporation insured under Dealer's Assurance Company in Texas. **(Exhibit P)** There is no insurance company in Texas which is part of the continuing fraudulent practices in opposition to the case law this court held was not allowed.

Unlike Westlake, in the instant case, not only is there no estoppel to apply, but this makes the respondents a **scienter** with knowledge of the criminal acts and civil violations they were committing by continuing the intentional misuse of the unpatentable CBM and to partner across the U.S.A. partnering with car dealership knowingly misrepresenting the arbitration agreement

clause and other interrelated contracts to petitioner while intentionally thwarting the stare decisis decisions authored by the Supreme Court of the United States.

In the instant case, jurisdiction was granted erroneously governed under *28 U. S. C. Section 1295*, as it related to reviews by the United States Court of Appeals for Circuit and District courts. This is the authority that determines state claims belong exclusively in the state court. It states, in part:

***28 Section 1295* - Jurisdiction of the United States Court of Appeals for the Federal Circuit(s).**

The United States Court of Appeals for the Federal Circuit shall have exclusive jurisdiction-(1) of an appeal from a final decision of a district court of the United States, the District Court of Guam, the District Court of the Virgin Islands, or the District Court of the Northern Mariana Islands, in any civil action arising under, or in any civil action in which a party has asserted a compulsory counterclaim arising under, any Act of Congress relating to patents or plant variety protection;

(2) of an appeal from a final decision of a district court of the United States, the United States District Court for the District of the Canal Zone, the District Court of Guam, the District Court of the Virgin Islands, or the District Court for the Northern Mariana Islands, if the jurisdiction of that court was based, in whole or in part, on section 1346 of this title, except that jurisdiction of an appeal in a case brought in a district court under section 1346(a)(1), 1346(b), 1346(e),or 1346(f) of this title or under section 1346(a)(2) when the claim is founded upon an Act of Congress or a regulation of an executive department providing for internal revenue shall be governed by sections 1291, 1292, and 1294 of this title;

(3) of an appeal from a final decision of the United States Court of Federal Claims;

(4) of an appeal from a decision of-(A) the Patent Trial and Appeal Board of the United States Patent and Trademark Office with respect to a patent application, derivation proceeding, reexamination, post-grant review, or inter partes review under title 35, at the instance of a party who exercised that party's right to participate in the applicable proceeding before or appeal to the Board, except that an applicant or a party to a derivation proceeding may also have remedy by civil action pursuant to section 145 or 146 of title 35; an appeal under this subparagraph of a decision of the Board with respect to an application or derivation proceeding shall waive the right of such applicant or party to proceed under section 145 or 146 of title 35;(B) the Under Secretary of Commerce for Intellectual Property and Director of the United States Patent and Trademark Office or the Trademark Trial and Appeal Board with respect to applications for registration of marks and other proceedings as provided in section 21 of the Trademark Act of 1946 (15 U.S.C. 1071); or (C) a district court to which a case was directed pursuant to section 145, 146, or 154(b) of title 35;

(5) of an appeal from a final decision of the United States Court of International Trade;

(6) to review the final determinations of the United States International Trade Commission relating to unfair practices in import trade, made under section 337 of the Tariff Act of 1930 (19 U.S.C. 1337);

(7) to review, by appeal on questions of law only, findings of the Secretary of Commerce under U.S. note 6 to subchapter X of chapter 98 of the Harmonized Tariff Schedule of the United States (relating to importation of instruments or apparatus);

(8) of an appeal under section 71 of the Plant Variety Protection Act (7 U.S.C. 2461);

(9) of an appeal from a final order or final decision of the Merit Systems Protection Board, pursuant to sections 7703(b)(1) and 7703(d) of Title 5;

(10) of an appeal from a final decision of an agency board of contract appeals pursuant to section 7107(a)(1) of title 41;

(11) of an appeal under section 211 of the Economic Stabilization Act of 1970;

(12) of an appeal under section 5 of the Emergency Petroleum Allocation Act of 1973;

(13) of an appeal under section 506(c) of the Natural Gas Policy Act of 1978; and

(14) of an appeal under section 523 of the Energy Policy and Conservation Act.

(b) The head of any executive department or agency may, with the approval of the Attorney General, refer to the Court of Appeals for the Federal Circuit for judicial review any final decision rendered by a board of contract appeals pursuant to the terms of any contract with the United States awarded by that department or agency which the head of such department or agency has concluded is not entitled to finality pursuant to the review standards specified in section 7107(b) of Title 41. The head of each executive department or agency shall make any referral under this section within one hundred and twenty days after the receipt of a copy of the final appeal decision.

(c) The Court of Appeals for the Federal Circuit shall review the matter referred in accordance with the standards specified in section 7107(b) of Title 41. The court shall proceed with judicial review on the administrative record made before the board of contract appeals on matters so referred as in other cases pending in such court, shall determine the issue of finality of the appeal decision, and shall, if appropriate, render judgment thereon, or remand the matter to any administrative or executive body or official with such direction as it may deem proper and just. Petitioner's lawsuit was filed after the patent issue in CAC v. Westlake was resolved by the Court of Appeals.

3. 28 U. S. Code 1367 - SUPPLEMENTAL JURISDICTION

There was no supplemental jurisdiction under *28 U.S. 1367* as the lower court ordered because **petitioner was not a party to any prior lawsuit(s) or any class action claims with the respondents**. The complaint was the first judicial action filed in the case. The arbitration was filed to request mediation to remove my sister's name off of petitioner's loan contract only; and the arbitration demand form clearly gave notice of this fact and stated to the arbitrator that petitioner does not want to initiate arbitration is being proposed by the lower courts, who it appears, have a vested interest in the outcome of petitioners case to blatantly state so inaccuracies in the opinion.

The requirements for original jurisdiction dictate supplemental jurisdiction and are listed in (a) - (c) below, in part, and state:

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

There are no other parties in this complaint except the petitioner. No one is expected to join as a party and no one has any claims or standing in petitioner's complaint to join as a party. This is a harmful error made by the lower court against petitioners' right to file a fraud complaint in Superior Court in New Jersey.

Petitioner used her federal SSI benefits, in part, to purchase this vehicle and has been defrauded of the money by the respondents. **(Exhibit L)**

The next section continues and states:

(b) **In any civil action of which the district courts have original jurisdiction founded solely on section *1332* of this title, the district courts shall not have supplemental jurisdiction under subsection (a) over claims by plaintiffs against persons made parties under Rule 14, 19, 20, or 24 of the Federal Rules of Civil Procedure, or over claims by persons proposed to be joined as plaintiffs under Rule 19 of such rules, or seeking to intervene as plaintiffs under Rule 24 of such rules, when exercising supplemental jurisdiction over such claims would be inconsistent with the jurisdictional requirements of section 1332.**

(c)The district courts may decline to exercise supplemental jurisdiction over a claim under subsection (a) if—

1. (1) the claim raises a novel or complex issue of State law,

(2) the claim substantially predominates over the claim or claims over which the district court has original jurisdiction,

(3) the district court has dismissed all claims over which it has original jurisdiction, or

(4) in exceptional circumstances, there are other compelling reasons for declining jurisdiction.

In the instant case, the lower courts have not listed any of the reasons in (c)1. 2. 3. and 4. as the reason for retaining jurisdiction and for violation of *28 U.S.C 1332*, which states, in part:

c) For the purposes of this section and *section 1441* of this title--

(1) a corporation shall be deemed to be a citizen of every State and foreign state by which it has been incorporated and *of the State or foreign state where it has its principal place of business*, except that in any direct action against the insurer of a policy or contract of liability insurance, whether incorporated or unincorporated, to which action the insured is not joined as a party-defendant, such insurer shall be deemed a citizen of--

(A) every State and foreign state of which the insured is a citizen;

(B) every State and foreign state by which the insurer has been incorporated; and

(C) the State or foreign state where the insurer has its principal place of business;

The lower courts were required to return the complaint to state court and are in violation of *28 U.S.C. 1331(c)(1)(C).* The amount of the complaint has not been determined to be in excess of or to exceed $75,000.00 (U.S.), nor does the court have original jurisdiction because petitioner's home and the respondents place of businesses are all still in the same state of New Jersey today, including the dealership to which the respondents are partnership to do business with as assignees and insurers.

The respondents are a corporation and a corporation is deemed to be a citizen of every State with which it has a **principal place of business all throughout the entire State of New Jersey**, otherwise, respondents would not be able to do business with them. Petitioner is not going to leave the State of New Jersey just to purchase a vehicle. All dealerships have the same partnership with CAC throughout the State of New Jersey according to the respondents.

Therefore, without original jurisdiction the lower courts have no supplemental jurisdiction in the instant case.

Next, CAC ineligible patent, U.S. Patent No. 6,950,807 B2 ("the '807 patent") was the center of the Westlake case where that action was filed against CAC in 2015, alleging CAC's

2013 suit to enforce its invalid patent violated the Sherman Act. CAC defended on the grounds of Noerr-Pennington immunity, which protects the First Amendment right to petition the government, a right which includes the filing of lawsuits. Westlake alleged two claims to overcome that immunity: (1) a Walker Process claim; and (2) a sham litigation claim. Both stem from CAC's failure to disclose prior public use. Westlake's Walker Process claim alleges CAC fraudulently obtained its patent by intentionally failing to disclose its prior disqualifying sales and public uses to the PTO. See Walker Process Equip., Inc. v. Food Mach. & Chem. Corp., 382 U.S. 172, 176–77 (1965). The sham litigation claim alleges CAC's infringement lawsuit against Westlake was objectively **baseless and in bad faith because CAC knew the patent was invalid.** See Prof'l Real Estate Inv'rs, Inc. v. Columbia Pictures Indus., Inc., 508 U.S. 49, 60–61 (1993). Yet, the respondents have a history of acting in bad-faith and getting relief from the federal courts in New Jersey.

In 2013, CAC sued Westlake, alleging Westlake infringed the patent. **The patent was ruled invalid due to patent-ineligible subject matter.** See Credit Acceptance Corp. v. Westlake Servs., 859 F.3d 1044, 1048, 1057 (Fed. Cir. 2017). **During the course of that litigation, Westlake learned that CAC's pre-2001 uses of CAPS (i.e., the pilot program and dealer demonstration) were not disclosed.** The respondents have a history of hiding discovery in violations of the rules of court.

The issues presented in the Westlake case are not the basis of petitioners complaint in the instant case, however, the Westlake case is irrefutable proof that the respondents were/are **scienters** aware of the fraudulent CAPS patent and misinformation used for decades with the intent to deceive petitioner and fraudulently induce petitioner to sign an invalid arbitration agreement clause, loan contract, vehicle service contract and faulty vehicle. This case took place

in 2017 3 years prior to the petitioner seeing the invalidated arbitration agreement and CAPS in 2020.

The respondents and lower court judges have made false allegations against a pro se petitioner to thwart my case making baseless statements and affirming such statements which petitioner never made because they are trying my case through a motions which is against the holding of the court, against statutory provisions in the laws and are a direct Constitutional violation of petitioners guaranteed rights to found in the 14th Amendment Due Process Clause, (i.e.: trial by jury not judge) Equal Protection Clause (i.e.: fair treatment) and the Bill of Rights (i.e.: substantive procedural rights). The statements in the records of the lower courts are false, erroneous and perjured usurping the holdings of the Supreme Court. False-In-One. False-In-All.

4. No Subject Matter Jurisdiction

Subject matter jurisdiction necessarily depends on resolution of a substantial question of federal patent law. Christianson v. Colt Indus. Operating Corp., 486 U.S. 800, 808–09 (1988); cf. Gunn v. Minton, 568 U.S. 251, 258 (2013) (district court has exclusive federal jurisdiction under § 1338 **when a substantial question of federal law** is:

"(1) necessarily raised,

(2) actually disputed,

(3) substantial, and

(4) ***capable of resolution in federal court without disrupting the federal-state balance approved by Congress"***)

Further proof petitioner's complaint was properly filed in the state court in the instant matter is because the above case which is exactly like petitioner's, in part, was filed in the Massachusetts Commonwealth by the attorney general's office alleging similar claims as

petitioner's and **it was not removed to federal court by the respondents**. An excerpt of the claims in the complaint of the attorney general's case is listed below.

"On August 28, 2020, the Massachusetts Attorney General ("Mass. AG") filed a lawsuit against Credit Acceptance, alleging that **for years, it made unfair and deceptive auto loans to consumers in Massachusetts**. See Commonwealth v. Credit Acceptance Corp., Case No. 2084cv01954-BLS2 (Mass. Super. Mar. 15, 2021). The lawsuit further alleged that Credit Acceptance provided false information to investors regarding asset-backed securitizations that they offered to investors, and the company **engaged in unfair debt collection practices. As a result of the Massachusetts AG lawsuit, Credit Acceptance's stock price fell $85.36 per share, which was approximately over 18%, closing at $374.07 per share over two trading days ending on September 1, 2020**. Plaintiff maintains that due to Credit Acceptance's alleged wrongful acts and omissions, and the decline in its common stock, Plaintiff suffered damages throughout the class period."

Immediately after the 09/01/2020 drop in the respondents stocks and the settlement agreement not to continue these illegal acts, the respondents engaged in the exact same unconscionable conduct and committed the act of inducing petitioner into a fraudulent loan, arbitration agreement contract and vehicle warranty all so that they could recoup the funds they lost in the two (2) settlements which was unknown to this petitioner. **(Exhibits U)**

Settlement Terms

The settlement comprises of a full class-wide release of claims and dismissal of the action in exchange for $12,000,000 for settlement class members after deductions of fees, expenses, and taxes. The agreement provides for recovery of approximately $1.95 per allegedly damaged

share before the deduction of attorney's fees and expenses, and $1.34 per allegedly damaged share after deductions for awarded attorney's fees and expenses.

In the instant case, the petitioner is not a class member, but an individual, pro se litigant and the instant case is not a class action matter but a personal injury. The lower courts have violated petitioners Bill of Rights and 14th Amendment Due Process Clause and Equal Protection Clause by denying petitioner request for remand. The superior court closed the case after the removal barring petitioner's Amended Complaint from being filed and withdrew petitioner's motion for a stay of the state court proceedings pending appeal on 07/06/2021. **(Exhibit I)**

The respondents have continued with the same machinations that caused Glenn Kaplan, Assistant Attorney General to bring suit against the respondents throughout the entire time of their lawsuits with the government outlined below by the Attorney General Kaplan.

"Credit Acceptance Corporation makes high-interest loans to high-risk car buyers. The Commonwealth claims that CAC made unfair or deceptive loans to Massachusetts consumers, engaged in unfair acts or practices in trying to collect on loans and repossess vehicles, and sold bundles of car loans to Massachusetts investors based on false or misleading statements."

In the 02/16/2022 opinion signed electronically by Justice Zahid N. Quraishi, U.S.D.J, who should be admonished for his impartiality, dishonesty and clear bias towards pro se litigants, several unfounded false accusations are proffered upon which is the basis for the appeals to the higher courts and this petition for relief. His false statements are on page 7. He states at:

1. At page 3, paragraph 7 that Brett Roberts, scienter A and CAC, scienter B, et al. did not participate in the sale of the vehicle.

Answer: Petitioner is not challenging the sale of the vehicle so this finding is irrelevant to the complaint and should be overturned.

2. At page 3, paragraph 7 that Brett Roberts, [scienter A] and CAC, [scienter B, et al.], did not participate in the sale of the vehicle. Petitioner was approved by CAC on 11/29/20 and petitioner's sister Plummer L. Harris was denied by CAC representative Mr. Alexander Chahrour on the respondents Form Number 2008 Credit Acceptance Corporation (8/18/08) on 12/08/20 at 12:07:37 PM EST **(Exhibit Q)** because Plummer L. Harris (P.L.H.) had:
    i. no credit history to be a co-signer for petitioners
    ii. no driver's license.
    iii. her driver's license was already suspended on both 11/29/20 and 12/08/20.
    iv. owed petitioner money on an unrelated matter and petitioners authorized the dealership to withdraw petitioners vehicle payments from an account belonging to P.L.H., so she signed one document so that petitioners' vehicle payments could be taken out of her account to repay the petitioner on the unrelated matter.
3. On page 7 paragraph 2 lines 10 - 12, the lower court erroneously states that petitioner agreed to the forum for arbitration for the claims in the complaint. **This is an absolute lie told by Judge Zahid N. Quraishi made a part of the record for which he should be suspended as a judge and retrained in law school!** Both Judge Henry Pitman, Arbitrator and the respondent had a 'Preliminary Hearing' listed as a draft on 03/29/2021 to go over the rules of arbitration. Listed

at **6.**, in the DRAFT 'Claims of the Parties and Arbitrability' is listed the claims in the Statement of claims and the reason for the mediation request, which was denied by the respondents client, and the grounds for the arbitration are listed as to remove petitioner's sisters name as co-buyer on the Retail Installment Contract (there was no Final hearing due to the removal). The respondents are not allowed to add disputes later. If they had any issues with the lawsuit, they should have listed it there at #6 on 03/29/2021. **(EXHIBIT W, X and Y)**

Petitioner informed respondents that a civil lawsuit was pending prior to that date in writing. It costs a lot of money to prepare, copy and mail these appeals and exhibits and other documents. Petitioner does not have an office with unlimited funds like respondent corporation and only so much of respondents' SSI payments can be spent on defending this plot and ploy to remove respondents' case to federal court because the respondents didn't want to be caught so soon violating the terms of the two (2) multi-million dollar settlements with Massachusetts continuing to do business as usual. **(Exhibits U) This will never change because at each settlement the respondents come away as not liable for their bad business practices and behavior by the government. Like Judge Quraishi is helping them in the instant case to avoid accountability and liability. It is possible there is a judicial or financial conflict of interest in the circuit and district courts. It's just a suggestion–for justices to break the law and usurp the well-known holdings of stare decisis for the respondents against the reasoning of what the justices of the Supreme Court of the United States have already tried and ruled is unusual.**

4. Petitioners sisters' text messages also confirm that:

    a. P.L.H. acknowledges that she has no credit

b. P.L.H. stated that she is not paying for petitioners car [because respondents refused to remove her name, if petitioner defaulted on the loan]

c. P.L.H. was present and informed about why petitioner filed to have her name removed and that she would not be responsible as the co-signer (not the co-buyer)

d. Petitioner informed P.L.H. that the respondents had her listed as the co-buyer not the co-signer and that respondent advised P.L.H. to get an attorney. **(Exhibits Z)**

e. Respondents **verbally informed** Lauren Valle, Esq., counsel for respondents about the existence of the text messages, along with teh fax and email notification that were sent rejecting the arbitration clause agreement and to remove the name of P.L.H., which are also audio recorded, prior to the filing of the civil complaint and the respondents filing their removal. **(Exhibits Z)**

Petitioners should not have to show the respondents the evidence against them in the civil case defending the frivolous removal of the complaint which was filed in bad-faith to the jurisdiction of the federal court which has no original and/or supplemental jurisdiction over claims of fraud filed in a state court without exceptional circumstance or a question of federal law. Neither is the case–in the complaint there are no issues of exceptional circumstance and no questions of federal law that require federal review or jurisdiction. This was known by Ms. Valle, Esq., prior to her filing the removal because she received a copy of the DRAFT Preliminary Hearing and Scheduling Order No. 1 notice. **(Exhibit Y)**

The fact that only some of this information was provided by the petitioner to the court and would have been known to Judge Quraishi, U.S.D.J. before his 02/16/22 opinion of wrongful and erroneous statements and lies is irrelevant as to the claims in petitioners original and amended complaints since judges are not supposed to use pre-trial motions for summary judgment to decide and/or dismiss an arbitrability matter. There was also plenty of opportunity for the lower court to hold a zoom hearing to clarify this matter before siding against a pro se litigant for big corporation with a history of breaking the laws, withholding evidence, violating statutes and two recent enormous court settlements for fraudulent acts and deceptive business practices in violation of the Truth-In-Lending provision in 2021 as petitioners case was being removed from state court for the exact same misconduct the respondents were held liable for by the **Massachusetts attorney general in the State Superior Court. (Exhibit U)**

After that transaction, CAC representative informed the petitioner to contact CAC to remove P.L.H name from the petitioner's loan contract because CAC did not give them any of their CAPS forms to keep in the office to make the correction. The CAC representative informed petitioner the only forms available are the CAPS forms generated by the computer which are printed out with electronic signatures/initials and given to the customer pre-signed in blue ink. **(Exhibits N, M, P and Q)**

To dispel any theory by the lower courts what the claims in arbitration entailed, petitioner provides a proof that the only issue before the arbitrator is the removal of petitioner's sisters name as is stated on the demand and gmailed petitioner's sister a copy of the Notice of Rejection and the rejection letter to make her aware petitioner had filed the request on 12/29/20 at 2:23 pm. Demand and G-mailed petitioner's sister a courtesy copy of the Gmail Notice of Rejection and

the letter attached to make P.L.H. aware that the petitioner had filed the request on 12/29/20. **(Exhibit X)**

Lastly, in RENT-A-CENTER, WEST, INC., v. ANTONIO JACKSON, 561 U. S. ____ (2010) [June 21, 2010], quoting Prima Paint Corp. v. Flood & Conklin Mfg. Co., 388 U. S. 395 (1967), in which the Court held that consideration of a contract revocation defense is generally a matter for the arbitrator, unless the defense is specifically directed at the arbitration clause, id., at *404*. We have treated this holding as a severability rule: When a party challenges a contract, "but not specifically its arbitration provisions, those provisions are enforceable apart from the remainder of the contract."

Under the *Federal Arbitration Act (FAA), 9 U. S. C. §§1–16,* parties generally have substantial leeway to define the terms and scope of their agreement to settle disputes in an arbitral forum. "[A]rbitration is," after all, "simply a matter of contract between the parties; it is a way to resolve those disputes—but only those disputes—that the parties have agreed to submit to arbitration." First Options of Chicago, Inc. v. Kaplan, 514 U. S. 938, 943 (1995).

The FAA, therefore, envisions a limited role for courts asked to stay litigation and refer disputes to arbitration.

Certain issues—the kind that "contracting parties would likely have expected a court to have decided"—remain within the province of judicial review. Howsam v. Dean Witter Reynolds, Inc., 537 U. S. 79, 83 (2002); see also Green Tree Financial Corp. v. Bazzle, 539 U. S. 444, 452 (2003) (plurality opinion); AT&T Technologies, Inc. v. Communications Workers, 475 U. S. 643, 649 (1986).

These issues are "gateway matter[s]" because they are necessary antecedents to enforcement of an arbitration agreement; they raise questions the parties "are not likely to have

thought that they had agreed that an arbitrator would" decide. Howsam, 537 U. S., at 83. Quintessential gateway matters include "whether the parties have a valid arbitration agreement at all," Bazzle, 539 U. S., at 452 (plurality opinion); "whether the parties are bound by a given arbitration clause," Howsam, 537 U. S., at 84; and is urged in this case, an express agreement to do so. In any event, whether such evidence exists is a matter for the court to determine.

The second line of cases bearing on who decides the validity of an arbitration agreement, as the Court explains, involves the Prima Paint rule. See ante, at 6. That rule recognizes two types of validity challenges.

- One type challenges the validity of the arbitration agreement itself, on a ground arising from an infirmity in that agreement.
- The other challenges the validity of the arbitration agreement tangentially—via a claim that the entire contract (of which the arbitration agreement is but a part) is invalid for some reason. See Buckeye, 546 U. S., at 444.

Under Prima Paint, a challenge of the first type goes to the court; a challenge of the second type goes to the arbitrator. See 388 U. S., at 403–404; see also Buckeye, 546 U. S., at 444–445. The Prima Paint rule is akin to a pleading standard, whereby a party seeking to challenge the validity of an arbitration agreement must expressly say so in order to get his dispute into court.

In sum, questions related to the validity of an arbitration agreement are usually matters for a court to resolve before it refers a dispute to arbitration. But questions of arbitrability may go to the arbitrator in two instances:

(1) when the parties have demonstrated, clearly and unmistakably, that it is their intent to do so; or

(2) when the validity of an arbitration agreement depends exclusively on the validity of the substantive contract of which it is a part.

This is what took place in the instant case on appeal. Petitioner 'clearly and unmistakably' filed to remove P.L.H. name from the loan contract in mediation and when that was denied by the respondent, in arbitration. **(Exhibits Y)**

The contract is severable and as is listed in the DRAFT Report Of Preliminary Hearing And Scheduling Order No. 1, petitioner 'clearly and unmistakably' challenged the validity of the arbitration agreement itself, on a ground arising from an infirmity in that agreement. **(Exhibit Y)**

Petitioner is frustrated with the prejudiced court rulings and a justice who lied and has discriminated against a pro se litigant when Petitioner has followed the rules of court. There is no way for petitioner to "see the contracts on the computer screen and have a chance to read the tiny black micro-sized font of a document from across a salesperson's desk before it was printed because petitioner is legally blind and has several medical conditions making that impossible so your Honor's statement of facts is founded in his own erroneous bias of why you think petitioner filed the complaint in the Superior Court. There are no facts to support the statements made by the district court judge, however, his opinion remains upheld by the Court of Appeals as facts. **(Exhibits V)**

Petitioner's contract is dated 12/08/2020 Petitioner is currently an online college student and cannot read from a computer screen and requested her O.D. to fill out the college ADA form from the colleges Disability Services Department. It is a fact that petitioner is legally blind and even with corrective lenses–petitioner cannot read from a computer screen. The documents are not kept in the office, the loan forms are only produced by printing them out once a sale is made, then the contracts are printed out with blue ink electronic signatures binding the party's.

Petitioner has Convergence Insufficiency (Ci) diagnosed on 11/30/2020 and Accommodative Insufficiency (Ai) diagnosed on 06/20/2022. Petitioners contract was electronically signed utilizing CAPS on 12/08/2020, 8 days later.

There are many different symptoms that can develop as a result of Ci— these are the most common*:

Eyestrain, Headaches or muscle tension, Blurred or double vision, Difficulty reading and concentrating, Uses finger or ruler when reading, Avoidance of close work, Poor hand-eye coordination, Anxiety and Motion sickness/dizziness. Petitioner has had all of the symptoms for CI for years and did not read the arbitration agreement before it was printed out with petitioners [and petitioner's sisters] electronic signatures already on the contracts. **(Exhibit V)**

SOURCE:*https://www.optometrists.org/vision-therapy/vision-therapy-for-children/convergence-insufficiency-2/#:~:text=What%20are%20the%20symptoms%20of%20CI%3F

When petitioner discover the fraud and inducement of the fraud this invalidated the whole transaction and all of the contracts and contacted the respondents to resolve the issue, not getting anywhere, petitioner sent multiple timely rejection notices via email and fax 'Notice of Rejections' to the respondents address for challenging the validity of the entire arbitration agreement clause, which petitioner is allowed to do, while at the same time, unknown to this petitioner, the respondents had negotiated two (2) settlement agreements with the government of Massachusetts to cease fraudulent and other illegal acts and behaviors.

Had the respondents, namely, Brett Roberts (ret.) and Credit Acceptance Corporation, LLC and it partners, representatives, assignors and employees not used CAPS to induce petitioner into multiple unconscionable fraudulent contract, as scienters with knowledge of the

wrongdoings, which the respondents were supposed to have had stopped processing, and incidentally causing the theft of petitioner's federal SSI benefits, there would be no issues.

The respondents did not have to go out of business and lose money because of their CBM, but they were and still are mandated to cease using that particular invalid unpatented CAPS (i.e.: patent '807', et al.) and they did not cease to use CAPS or find another approved patent system to offer loans to high risk borrowers.(END)

CONCLUSION

The petition for a writ of certiorari should be granted.

Respectfully submitted,

Date: 02/27/23