No. 22-7472

In The United States Supreme Court

RKP

THE EXCELLENT THE EXCELLENT RAJ K. PATEL,
from all capacities,

Plaintiff-Appellant-Petitioner,

v.

UNITED STATES,

Defendant-Appellee-Respondent.

On Petition for a Writ of Certiorari to the
United States Court of Appeals for the Federal Circuit in No. 23-1325.

PETITIONER'S MOTION FOR RECONSIDERATION OF JUNE 26TH ORDER

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July 17, 2023

QUESTIONS PRESENTED

I. Whether the judiciary, via the United States Court of Federal Claims or the United States Court of Appeals for the Federal Circuit, must *de novo* reverse and allow for a trial of a sufficiently alleged $6,000,000,000,000.00 ($6 trillion) Bounty Clause contract under the dictate of Section 4 of the Fourteenth Amendment (1868) which is also governed through the Big Tucker Act (1887), 28 U.S.C. § 1491(a). Poindexter v. Greenhow, 114 U.S. 270, 290 (1884) (state officials are not the same as governmental officials; "the distinction between [them]...is important, and should be observed;" and state officials may make "promises" independent of the Big Tucker Act). Baltimore & Ohio R.R. Co. v. United States, 261 U.S. 592, 597-98 (1923) ("Such an agreement will not be implied unless the meeting of minds was indicated by some intelligible conduct, act or sign.") (applicable to quasi-governmental contracts). Brownback v. King, 592 U.S. ____, 141 S. Ct. 740 (U.S. Feb. 25, 2021).

II. Whether the filing bar is unwarranted because it issued abusively and inconsistent with Nat'l Hockey League v. Metro. Hockey Club, Inc., 427 U.S. 639, 640 (1976) because Petitioner's conduct does not rise to "callous disregard" or "flagrant bad faith" because Petitioner has followed all duties owed to the United States Court of Federal Claims and other local, state, and federal courts. In Re Raj K. Patel, No. 1:23-af-07028-UNJ (C.F.C. 202_). See also Flores v. United States, 165 Fed.Cl. 228, 234-36 (C.F.C. Apr. 3, 2023). Chambers v. NASCO, Inc., 501 U.S. 32, 44-5 (1991) (the U.S. Supreme Court and the Federal Circuit reviews the C.F.C.'s decisions to issue a filing bar for abuse of discretion) cited in Straw v. United States, 2021 WL 3440773 * 5 (Fed. Cir. Aug. 6, 2021).

III. Whether the filing bar preventing the docketing of the complaint is unconstitutional because it is overly broad and not narrowly tailored, only after four (4) complaints, constating an "extraordinary harsh[ly]" decision by the United States Court of Federal Claims. Gay v. Chandra, 682 F.3d 590, 592, 594 & 595 n. 2 (7th Cir. 2012); Tarkowski v. Robert Bartlett Realty Co., 644 F.2d 1204, 1208 (7th Cir. 1980) (pro se litigants are allowed to replead); Fed. R. App. P. 40; Henry v. United States, 360 F. App'x 654, 656 (7th Cir. 2010); Support Sys. Intern., Inc. v. Mack, 45 F.3d 185, 186 (7th Cir. 1995) (filing bars must be narrowly tailored); and Reed v. PF of Milwaukee Midtown, LLC, 16 F.4th 1229 (7th Cir. 2021) (2-year filing bar only). Bennett v. Office of the Clerk for the U.S. Dist. Ct. for the E. Dist. of Wis., No. 16-cv-333-PP (E.D. Wis. Mar. 25, 2016) ("The defendant cannot force the plaintiff into federal court, then claim that his case must be dismissed because he violated what amounted to a filing bar."). Glass v. Berryhill, 734 F. App'x 372, 374 (7th Cir. 2018). Gladstone, Realtors v. Village of Bellwood, 441 U.S. 91, 115 n. 31 (1979) cited in Tinton Falls Lodging Realty, LLC v. United States, 800 F.3d 1353, 1364 (Fed. Cir. 2015). 42 U.S.C. § 1981. Hazelhurst Oil Mill Fertilizer Co. v. United States, 42 F.2d 331, 340 (Fed. Cir. 1930) (the court must attempt to get contract onto "equal terms"). See RCFC 8(a)(1) affirmative defense. See also Flores, 165 Fed.Cl. at 234-236.

IV. In addition to I & II, whether the United States Court of Federal Claims is interfering and unlawfully depriving a Congressional right for holders of contract, including the one-at-hand, which may or may not be construed as a Bounty Clause contract, under Section 1981 of Title 42. See 28 U.S.C. § 2680(h).

LIST OF PARTIES

1. Raj K. Patel, Appellant-Petitioner.
2. United States, Appellee-Respondent.
3. United States Court of Appeals for the Federal Circuit.
4. United States Court of Federal Claims.
5. The Honorable Elaine D. Kaplan, Chief Judge of the C.F.C.
6. The Honorable Loren A. Smith, Senior Judge of the C.F.C.
7. The President of the United States.
8. Elizabeth B. Prelogar, Solicitor General of the United States.
9. Robert Kiepura, Trial Attorney, United States Department of Justice.

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JURISDICTIONAL STATEMENT

The jurisdiction of the United States Court of Federal Claims was founded upon 28 U.S.C. Section 1491(a).

The jurisdiction of the United States Court of Appeals for the Federal Circuit is founded upon 28 U.S.C. Section 1295(a)(3), and is based upon the judgment entered on March 7, 2023.

The jurisdiction of the Supreme Court of the United States is founded upon 28 U.S.C. Section 1254, and is based upon the judgment entered on March 7, 2023.

The Federal Tort Claims Act supports jurisdiction in the United States Court of Federal Claims. See 28 U.S.C. § 2680(h). Taylor v. United States, 959 F.3d 1081 (Fed. Cir. 2020).

Ft. Sill Gardens, Inc. v. United States, 355 F.2d 636, 637-38 (Fed. Cir. 1966) (italics added) ("In a connected tort-contract claim, an action may be maintained in this court which 'arises *primarily* from a contractual undertaking regardless of the fact that the loss resulted from the negligent manner in which defendant performed its contract' or from a tortious breach of contract."). Baltimore & Ohio R.R. Co., 261 U.S. at 597-98 ("Such an agreement will not be implied unless the meeting of minds was indicated by some intelligible conduct, act or sign.").

Ayres v. United States, No. 04-987C * 8 (C.F.C. Jun. 29, 2005) (citing Wood v. United States, 961 F.2d 195, 198 (Fed. Cir. 1992) (quoting San Carlos Irrigation & Drainage Dist. v. United States, 877 F.2d 957, 960 (Fed. Cir. 1989)) ("If an action arises 'primarily from a contractual undertaking,' jurisdiction lies in the [United States] Claims Court 'regardless of the fact that the loss resulted from the negligent manner in which defendant performed its contract.'").

STATEMENT OF THE CASE

Litigation started in 2018. On June 26, 2023, the United States Supreme Court denied certiorari without an opinion.

Without debate and litigation, the lower courts eluded that petitioner, T.E., T.E. Patel (Rama CCCX), who is also a perfect immutable image of and manifestation for the United States, Poindexter, 114 U.S. at 290, and respondent, through the President, have a promise and that the claims do not sound in tort. See 28 U.S.C. § 2680(h). The promise is due under the Bounty Clause, U.S. const. amend. XIV, § 4, the Big Tucker Act, 28 U.S.C. § 1491(a), or the Vested Powers of the President, U.S. const. art. II, § 1.[1] 44 U.S.C. § 2202.

Petitioner submitted 1,741 pages of evidence, but the Respondent did not affirm or deny the facts. See Patel v. United States, No. 22-5280 (U.S. 2022). The 1,741 pages may need to be designated below. Id. FOIA requests (297 pages) have been successfully submitted, as acknowledged by e-mail, but they too have been left unanswered, although the e-mail states that relevant records have been found. 44 U.S.C. § 2202. Cf. Flores, 165 Fed.Cl. at 231 & 234-36 (over 240 cases; in 25 fed. cts.; all *in forma pauperis*; abused judicial system; filed 4 related cases in the CFC; & filing bar issued at the end of proceedings).

Petitioner debates whether this breach was forced as retribution, now from a governmental faction, because Petitioner made solo porn in middle school with foreign policy intent. Dkt. 1.

There is at least one known express, immutable term, prevention of excess body fat where there would be extra skin, that mandates respondent to perform a duty or

1. See also Int'l Covenant of Civ. & Pol. Rts. (effective 1992) (mandatory authority); United Nations Convention on the Rts. of the Child, Pt. 1, arts. 16 & 27(1) (effective 1995) (kid's own status) (mandatory executive agreement); Convention Against Torture & Other Cruel, Inhuman or Degrading Treatment or Punishment (effective 1966) (mandatory authority); Int'l Convention on the Elimination of All Forms of Racial Discrimination (effective 1994) (mandatory authority); and Int'l Covenant on Econ., Soc. & Cultural Rts. (effective 1977) (mandatory executive agreement).

condition that the breach of has caused damages and triggered this litigation. The contract includes a $6 trillion profit, and the contract also allocates minimally the same amount plus treble damages for a breach because both parties thought it was fair in the light of the surrounding circumstances. Baltimore, 261 U.S. at 597-8 & 42 U.S.C. § 1981.

The C.F.C.'s sua sponte dismissal of the complaint without a hearing, discovery, or litigation is "extraordinarily harsh" and "harsh," and new facts that were intended to be subpoenaed are still pending. Hare, 586 So.2d at 127 ("goals of equality [&] equity require that no one method should be used to the exclusion of other apportionment techniques."). Cherokee, 30 U.S. at 1. Celotex, 477 U.S. at 323 & 330-1.

The C.F.C.'s order to show cause, Dkt. 11, was only a purported effort to adhere to constitutional rules mandating trial because Petitioner was not allowed to timely answer it and an anti-filing order issued. Dkts. 14 & 15.

A perpetual unwarranted filing bar issued during the interim of the initial filings, In Re Patel, No. 1:23-af-07028-UNJ (C.F.C. 202_), unduly prevents Petitioner from filing new complaints and violates international law. Vectrus, 164 Fed. Cl. at 767 (citing Valentine, 299 U.S. at 10 ("Moreover, the Supreme Court explained that "[i]t is a familiar rule that the obligations of treaties should be liberally construed so as to give effect to the apparent intention of the parties.")) (citing Restatement (Third) of Foreign Relations Law). See *supra* p. 3 n. 2. The judiciary is needed to address this grievance, 28 U.S.C. § 1491(b) & R. 45, and should allow the litigation, especially because these facts help Ordered Liberty amongst Petitioner's peers within the Executive Branch of the United States, Seat and Basis.

The most recent C.I.A. reported United States' obesity (adult prevalence rate) is at 36.2% (2016). See also https://www.cdc.gov/obesity/data/adult.html (39.8% adult obesity). The Constitution says that Patel must be kept immune from this type of factor

as the Framers knew it is for the betterment of the Republic. https://www.cdc.gov/obesity/data/childhood.html (19.7% childhood obesity).

This is the States' response to the elite supporters of Obergefell.

"[A] *pro se* [pleading] must be held to less stringent standards than formal pleadings drafted by lawyers." Erickson, 551 U.S. at 94. RCFC 8(e).

FACTUAL BACKGROUND

I. Litigation started in 2018. See e.g., Patel v. F.B.I. et al., No. 1:18-cv-03441-RLY-DML (S.D.I.N. Nov. 13, 2018) (anticipatory breach; seeking mandamus).

II. It is a lie that there is not a contract, promise between the two parties for diversity.

A. The contract went into effect right away. Baltimore, 261 U.S. at 597-98.

B. Any dispute between petitioner and respondent for the promise for the consideration provided was resolved by President Trump by his ratification. Id.

C. The contract is premised on protected social and political interests and originates under the legal politics of the kid. See *supra*, p. 1 n. 1.[2] Burwell, 573 U.S. at 737 (Kennedy, J., concurrence) (explaining civ. & pol. rts.) & 42 U.S.C. §§ 2000bb et seq. See e.g., India, Uniform Civ. C. (pious Christians are stigmatized).

D. The contract did not waive the power to use any privilege or immunity that Petitioner had or later attains, including under the contracts law's public

2. Albeit Petitioner's perfect SAT writing and GMAT writing score (taken under severe depression) and other admissions tests, Petitioner's and subcontractors' assigned SAT score, AP Subject Tests, AP Test Scores, ACT Score, LSAT Score, GMAT Score, all grade point averages, and grades have been deflated, and the contract-at-hand includes remedying through re-assignment by ordering such entities. Baltimore, 261 U.S. at 597-98 (Petitioner's performance is an intelligible conduct or act). Harvard University is an alter-ego of the United States; and, Petitioner Rama CCCX is a clear victim. The contract could be a No Child Left Behind malenforcement correction? Students for Fair Admissions, 600 U.S. ____, No. 20-1199 (U.S. 2023) (racism triggers the Privileges and Immunities Clause).

policy considerations. 42 U.S.C. § 1981. Each of Petitioner's presidential immunities and privileges should have prevailed.

E. The contract payment or in large sums is past due.

III. FOIA requests and subpoenas were still pending at the issuance of the interim filing bar.

IV. This litigation has not been heard, entered discovered, debated, or actually litigated before the court has sua sponte dismissed twice. No. 1:21-cv-2004-LAS (C.F.C. 2021) & No. 1:22-cv-1446-LAS (C.F.C. 202_).

A. Petitioner carried his burden of proof for summary judgement under Celotex, 477 U.S. at 323 & 330-31.

B. Petitioner filed a Motion for a More Definitive Statement under RCFC 12(e), Dkt. 12, for a sua sponte court-issued order to show cause, Dkt. 11, but was denied an opportunity to answer the order to show cause because the sua sponte, before the deadline, dismissed the case, Dkts. 14 & 15.

C. The respondent failed to carry their burden of proof under Celotex, 477 U.S. at 323 & 330-31 & Iqbal, 556 U.S. at 662.

V. There have been only five (5) complaints: four (4) from the same transaction and occurrence but also one (1) from a different transaction or occurrence at the issuance of the unwarranted filing bar that perpetually restricts petitioner's ability to re-file the case. In Re Patel, No. 1:23-af-07028-UNJ (C.F.C. 202_).

VI. There is a circuit split as to when a matter must go to trial.

VII. Petitioner is still struggling with bio-terrorism inflicted on him and has a ringing sound playing inside each ear that also causes stress; yet, Petitioner believes that he can thoroughly argue the legitimate claims herein. Erickson, 551 U.S. at 94. RCFC 8(e).

VIII. Vice President Pence stole my sunglasses on a Delta Flight to Dulles in May 2022. This claim attaches.

IX. The lawsuits against Notre Dame includes suing South Bank Legal, a firm where Her Honor Justice Barrett's husband used to be a Managing Partner.

X. No taxation without representation!

I. ARGUMENT FOR MOTION FOR RECONSIDERATION

The C.F.C.'s filing bar is inconsistent with Nat'l, and this court should reverse and vacate the lower court's filing bar because Petitioner's conduct is impossibly a "callous disregard of responsibilities...owe[d] to the Court and to their opponents" that rises to "flagrant bad faith." Nat'l, 427 U.S. at 640.

1. The perpetual filing bar should be vacated.

The Nat'l court decided that lower courts must find a "callous disregard" and "flagrant bad faith" for a filing bar to be issued validly against a litigant. Nat'l, 427 U.S. at 640. Here, the C.F.C. obviously did not find neither a "callous disregard" nor "bad faith" because Patel has not violated any rule or regulation of the C.F.C. (or any other lower court) and because the filing bar was unjustly issued only after three (3) complaints which were all sua sponte dismissed. In Re Patel, No. 1:23-af-07028-UNJ (C.F.C. 202_). Therefore, the C.F.C.'s filing bar is inconsistent with the law of Nat'l, and the filing bar should be vacated. Id., 427 U.S. at 640.

Unlike the filing bar-at-hand, filing bars are only held permissible if they are narrowly tailored and do not conflict a statute-of-limitation, ignorant of whether the lower court will eventually grant leave from the filing bar. Here, the filing bar is broad and perpetual and conflicts with the six (6)-year statutes of limitation. 28 U.S.C. § 2501. This is a multi-trillion-dollar case, and the federal courts should entertain this matter a third time. Cf. Colo., 424 U.S. at 817.

Petitioner accuses Respondent of unlawful breach of contract for damages were foreseeable, natural, and reasonable. See also 42 U.S.C. §§ 1981(a)-(c). Patel v. Univ. of Notre Dame, No. 49D05-2206-CC-019517 (Ind. Super. Ct. 202_). Therefore, this court should allow for litigation either by vacating the filing bar or by reversing and remanding. 28 U.S.C. § 1651. 42 U.S.C. §§ 2000bb et seq. (making religious contract claims easier, like here). See Burwell, 573 U.S. at 737 (Kennedy, J., concurrence) (explaining civ. & pol. rts. pursuits); Colo., 424 U.S. at 817; & see *supra*, p. 1 n. 1. Vectrus, 164 Fed. Cl. at 767 (citing Valentine, 299 U.S. at 10) (citing Restatement (Third) of Foreign Relations Law). Ignoring these treaties and rules would be unreasonable. Valentine, 299 U.S. at 10. Therefore, this court should reverse the filing bar.

The judiciary should further grant certiorari and reverse and remand because it has the constitutional responsibility of resolving differences between constitutional executives, to avoid disparate effect on those who used to carry swords. Federalist No. 78. The judiciary should reverse the filing bar, and allow for litigation in the C.F.C.

2. *Sua sponte* dismissal is "extraordinarily harsh" and prejudicial.

After filing the complaint, the court issued an order to show cause. Dkt. 11. Then, because it was the second time after an earlier *sua sponte* dismissal, Petitioner submitted a R.C.F.C.-authorized motion for a more definitive statement before the C.F.C. Dkt. 12. Instead of granting or denying the motion for a more definitive statement, the court abusively issued an unwarranted anti-filing order during the interim of the initial proceedings and issued judgement dismissing the case. Dkts. 14 & 15. Chambers, 501 U.S. at 44-5 cited in Straw, 2021 WL 3440773 * 5 (Fed. Cir. Aug. 6, 2021).

Applicable here, filing bars have only been warranted after four (4) attempts in the C.F.C. after the plaintiff has filed in numerous other federal courts IFP. Flores, 165 Fed.Cl. at 231 & 234-36. For instance, in Flores, the plaintiff, who is a lay citizen, under IFP, had

filed 240 cases in 25 other federal courts accusing the Federal government of "extraordinary" crimes, and Chief Judge Kaplan determined that the plaintiff was abusing the judicial system after her honor determined for the fourth time that the C.F.C. should dismiss under RCFC 12(b)(1) and RCFC 12(h)(3). Id. Unlike in Flores, Petitioner, a Basis state actor, has not filed all federal cases IFP, has not concentered efforts against the Federal government, has not accused the government of "extraordinary" or unbelievable crimes, has not filed in more than ten (10) federal courts, and was issued a filing bar in the interim of the proceedings of initial motions and dismissed under RCFC 12(h)(3). Id. Dkts. 11 & 14. The C.F.C. should be required to give Petitioner at least as many chances as the plaintiff in Flores under *stare decisis*. Flores, 165 Fed.Cl. at 231 & 234-36. U.S. const. amend. V. Therefore, this court should reverse and remand for abuse of discretion. Chambers, 501 U.S. at 44-5 cited in Straw, 2021 WL 3440773 * 5 (Fed. Cir. 2021).

Applicable here, sua sponte dismissals are discouraged and are unconstitutional, both as a matter of practice and as sanctions, because they are "extraordinary harsh" and irregular under the judiciary's constitutional practice for addressing grievances, including where monetary compensation is due. Glass, 734 F. App'x at 374 & Flores, 165 Fed.Cl. at 234-26. All persons, all *res*, and all other properties have the right to sue and go to trial for their grievance on enough facts. See e.g., Dred Scott, 60 U.S. at 393 and 42 U.S.C. §§ 1981-82. Petitioner has not had the chance to go to trial in Indianapolis, or Washington D.C., despite the grievances on "enough facts" recalling the contract-at-hand and its frustration. Brownback, 141 S. Ct. at 749. Iqbal, 556 U.S. at 679. This Supreme Court has remained vigilant of breaches of the constitution preventing debate and litigation, and, through its own numerous rules governing lower courts, this court has said that plaintiffs-petitioners must be able to go to court and enter the discovery process. Brownback, 141 S. Ct. at 749; Crist, 995 F. Supp. at 12; Gladstone, 441 U.S. at 115 n. 31

cited in Tinton, 800 F.3d at 1364. This is also because it is just as important that the opposing side deny allegations or stipulated facts as that plaintiff start off with the whole truth. Brownback, 141 S. Ct. at 751 & Crist, 995 F. Supp. at 12. Here, Petitioner has stated with the whole truth, to the best of his ability, and the respondent should be required and allowed to deny a fact or lie. Brownback, 141 S. Ct. at 749 & 751 and 28 U.S.C. § 516. A lie from the seat could create a complete power rift. Colo., 424 U.S. at 817) cited in E., No. 05-CV-0032-PLF * 3 (D.D.C. Jan. 23, 2006). There is no good reason for this court to change or evade this practice. Id. & Columbus, 990 F.3d at 1341 ("Demonstrating [the C.F.C.'s] jurisdiction is generally a low bar."). And, the fact that the court did not sua sponte dismiss the case without issuing a purported order to show cause, adds to the truth that the court should have never sua sponte dismissed the case under RCFC 12(h)(3) or even RCFC 12(b)(1)-(b)(2). Columbus, 990 F.3d at 1341; Hazelhurst, 42 F.2d at 340 (the court must attempt to get contract onto "equal terms"); and Corning, 56 U.S. at 257, 267 & 272 (reversed and instructed to order *venire facias de novo,* also because *secundum allegata et probata* was material for inventing a patentable art).[3] Therefore, the court should reverse the sua sponte dismissal and remand.

3. The C.F.C. should have granted Petitioner's motion for summary judgment.

Petitioner has carried his burden of proof, burden of production, and burden of persuasion that there is no genuine issue of material fact. Celotex, 477 U.S. at 322 & 330-31. Even for this large net compensation at $6 trillion, the CFC had jurisdiction and was required to enter summary judgment in favor of Petitioner because of the "adequate

3. See Freas, 201 Ind. at 163 ("He premises...on the theory of an implied contract, and seeks recovery on the *quantum meruit*"; and that "the evidence disclosed a parol, express, special contract between the parties"; from which the conclusion is drawn that there was a failure of proof, and that recovery must be *secundum allegata et probata,* or not at all."). The Schooner Adeline, 13 U.S. at 244; Randel, 43 U.S. at 406; Corning, 56 U.S. at 252; and Williams, 95 U.S. at 444.

time" it had during this second filing. Celotex, 477 U.S. at 322. Respondents failed to show that there is a genuine issue of material fact. Id. To survive a motion to dismiss for failure to state a claim upon which relief can be granted, Petitioner must "only [state] enough facts to state a claim to relief that is plausible on its face and crosses the line from conceivable." Bell, 550 U.S. at 570. Petitioner claims, with over 2,000 pages of NARA records, that the contract-at-hand was formed under the C.F.C.'s four-element test. Id. Petitioner's current state of being, as described in the complaint below, is enough *prima facie* plausible evidence that Respondent breached the contract's immutable and essential term that Petitioner is clearly and convincingly entitled to relief. Ashcroft, 556 U.S. at 679. "Dismissal for lack of subject-matter jurisdiction...is proper only when the claim is so...'completely devoid of merit as not to involve a federal controversy.'" Brownback, 141 S. Ct. at 749 (Thomas, J., majority). Yet, the CFC Senior Judge Smith *sua sponte* abusively dismissed for lack of subject-matter jurisdiction. Dkt. 14 at 1 & Dkt. 18 at 1. The court should reverse.

Applicable here, the CFC should not have dismissed the case under RCFC 12(b)(6) or RCFC 12(h)(3) or RCFC 12(b)(2). Because the CFC the claims were implausible as factually frivolous, like in Brownback, the CFC retains subject-matter jurisdiction. Brownback, 141 S. Ct. at 749. Cf. Brownback, 141 S. Ct. at 749 n. 8 (dismissal under Fed. R. Civ. P. 12(b)(6) caused loss of 12(b)(1)) (here, RCFC 12(b)(6) caused loss of 12(h)(3) but retains 12(b)(1) jurisdiction). The CFC also stated that the elements are satisfactory for subject-matter jurisdiction but not clear and convincing enough to survive its premature sua sponte motion to dismiss without adequate time for discovery. Id. Since the court retained jurisdiction, unlike what the CFC stated in its RCFC 12(h)(3) dismissal, the CFC should have allowed for trial proceedings to begin, including the issuance of subpoenas and orders to compel, instead of issuing the unwarranted filing bar in the interim. Crist,

995 F. Supp. at 12 and Gladstone, 441 U.S. at 115 n. 31 cited in Tinton, 800 F.3d at 1364. The CFC's final judgement was prejudicial to Petitioner because it does not meet the merits of what constitutes a judgement. Brownback, 141 S. Ct. at 751 (Sotomayor, J., concurring) ("Decisions disposing of only some of the claims in a lawsuit are not "judgments."') and compare Dkts. 14, 15, & 18 with Compl. U.S. const. amend. V. Crist, 995 F. Supp. at 11 (citing Greenpeace, 946 F.Supp. at 789 ("It is an abuse of discretion to dismiss for lack of subject matter jurisdiction without giving plaintiff reasonable opportunity, if requested, to conduct discovery for [the determination of an agreement]."')). Crist, 995 F.Supp. at 12 ("Court requires that a "reasonable opportunity" be given to "adequately" acquire "evidence adduced at trial."); Gladstone, 441 U.S. at 115 n. 31 cited in Tinton, 800 F.3d at 1364. 42 U.S.C. § 1981. Hazelhurst, 42 F.2d at 340 (the court must attempt to get contract onto "equal terms"). Therefore, the court should reverse and remand. Brownback, 141 S. Ct. at 751.

4. Motion to Show Cause.

Motions to show cause are appropriate to litigate the matter for outright sua sponte extraordinary harsh, prejudicial dismissal. RCFC 12(e) allows for a Motion for a More Definitive Statement, a variation of the generic Motion to Show Cause. Petitioner pleads a breach of contract-at-hand because his promise with respondent was not performed (or defectively performed), causing or constituting a frustration of purpose.

The political parties are alter egos and control of the Seat of the United States. Upjohn, 449 U.S. at 388-9 & 393 ("zone of silence;" "control group;" & "substantial role"). Judicial immunity does not shield against the inherently aspiring Basis of the United States. Petitioner is also a rank in the Democratic National Committee, the incumbent party in government. Tashjian, 479 U.S. at 224. Law of political parties, administered by this court, requires that Patel, a rank, be given the information from the United States and

- Reverse and vacate the *sua sponte* C.F.C. dismissal and transfer § 1491(b) venue to the President or the Secretary of State, the Attorney General, or the Secretary of the Treasury;
- Issue § 1651 mandamus to the President (who may then lawfully delegate) to execute the contract and return protection of the United States Constitution to default and execute the contract, see also 28 U.S.C. § 1491(b); and,
- Remand to the D.D.C. with instructions to allow a FTCA claim for the loss of property-contract.

Respectfully submitted,

/s/ Raj K. Patel
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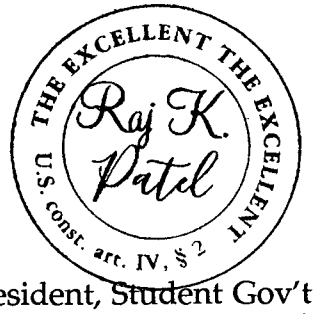

T.E. Mr. President/Student Body President, Student Gov't Ass'n of Emory U., Inc. 2013-2014 (corp. sovereign 2013-present)
T.E. Mr. Student Body President, Brownsburg Cmty. Sch. Corp./President, Brownsburg High Sch. Student Gov't 2009-2010 (corp. sovereign 2009-present)
Rep. from the Notre Dame L. Sch. Student B. Ass'n to the Ind. St. B. Ass'n 2017
Deputy Regional Director, Young Democrats of Am.-High Sch. Caucus 2007-2009
Co-Founder & Vice Chair, Ind. High Sch. Democrats 2009-2010
Vice President of Fin. (Indep.), Oxford C. Republicans of Emory U., Inc. 2011-2012

Intern, Jill Long Thompson for Governor (2008)

Volunteer, Barack Obama for Am. (2008)

Intern, Marion Cnty. Clerk Elizabeth "Beth" White for Sec'y of St. of the St. of Ind. (2014)

*Former J.D. Candidate, Notre Dame L. Sch. (2015-17)