

No. 23 - 6518

FILED
NOV 07 2023

OFFICE OF THE CLERK
SUPREME COURT, U.S.

IN THE
SUPREME COURT OF THE UNITED STATES

Tonette L. Vazquez — PETITIONER
(Your Name)

Alejandro Mayorkas, vs.
Secretary, Department of Homeland Security
(Transportation Security Administration), RESPONDENT(S)

ON PETITION FOR A WRIT OF CERTIORARI TO
United States Court of Appeals For the Ninth Circuit
United States District Court Northern District of California, San Francisco Division
(NAME OF COURT THAT LAST RULED ON MERITS OF YOUR CASE)

PETITION FOR WRIT OF CERTIORARI

Tonette L. Vazquez
(Your Name)

460 Grand Ave #318
(Address)

Oakland, California 94610
(City, State, Zip Code)

(510)485-8497
(Phone Number)

QUESTION(S) PRESENTED

#1. The question is weather or not I agreed to a proposed settlement of \$50,000.00 through mediation?

#2 The question is Should my case be returned back to The United States District court Northern District of California San Francisco Division for further mediation and Processing?

Tonette L. Vazquez
Tonette S. Vazquez
01/08/2024

LIST OF PARTIES

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

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"RECEIVED" by Office of the Clerk Supreme Courts U.S.
Dated NOVEMBER 13, 2023. (1 page) with EXHIBIT Page stamp too. (1 page)

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

For cases from **federal courts**:

The opinion of the United States court of appeals appears at Appendix in packet to the petition and is

reported at I appealed all denied documents; or,
[] has been designated for publication but is not yet reported; or,
[] is unpublished. *Appeal 9th Circuit Court*

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

reported at I appealed The District Court Decisions; or,
[] has been designated for publication but is not yet reported; or,
[] is unpublished.

For cases from **state courts**:

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

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[] is unpublished.

The opinion of the _____ court appears at Appendix _____ to the petition and is

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[] is unpublished.

JURISDICTION

For cases from **federal courts**:

The date on which the United States Court of Appeals decided my case was August 9, 2023.

No petition for rehearing was timely filed in my case.

A timely petition for rehearing was denied by the United States Court of Appeals on the following date: August 9, 2023, and a copy of the order denying rehearing appears at Appendix documents.

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).

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 _____.

A timely petition for rehearing was thereafter denied on the following date: _____, and a copy of the order denying rehearing appears at Appendix _____.

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).

1st

STATEMENT OF THE CASE

11.7.2023

The United States is the oldest constitutional democracy in the world. It has survived for more than two hundred years. Yet, it is still an experiment and work in progress. The Constitution and Bill of Rights have survived because most American citizens respect, renew, and work on the principles and values found in these two precious documents. Although this evolution, as a rule, was accomplished by educated individuals, it is not just for the benefit of the educated. It is supposed to also be for the poor and less advantaged women, men, and children of all without discrimination on the basis of race, color, religion, national origin, age, disability, handicapping condition, marital status, or political affiliation, and Fair Labor Standard Act.

My Case is about being discriminated against by a federal agency " Homeland Security." This is an Employment Discrimination and Retaliation Court Case. The defendant unlawfully created a harassing and hostile environment against me based on my race, color, national origin, disability, and sex. The defendant unlawfully retaliated against me under Title 7 of the Civil Rights Act, Americans with disabilities act, and Fair Labor Standard Act; the defendant unlawfully discriminated against the Plaintiff's disability and unlawfully failed to accommodate the plaintiff's medical needs to express breast milk, and The Defendant violated the Fair Labor Standard Act. The Department of Homeland Security Transportation Security Administration unlawfully discriminated against plaintiff Tonette Vazquez based on her race, color, national origin, disability, and sex. A Settlement conference was set through the United States District Court Northern District of California, where the Defendant proposed a \$50,000.00 settlement agreement. Still, Plaintiff Tonette Vazquez did not agree to Defendant's proposed settlement agreement of \$50,000.00 and rejected the proposed settlement agreement of \$50,000.00.

My attorneys and the defendant were fully aware that I was incompetent in my entire court process and my paperwork and understanding, and I suffered from a learning disability. My learning disability and court process incompetence were not considered during my settlement conference, but I was taken advantage of because of my disadvantaged disabilities. I verbally told my attorneys during the Settlement conference that I felt that the defendants and my attorneys were railroading me simultaneously during the settlement conference. I was omitted but ignored by my attorneys and the Judge (Mediator) Sallie Kim. Therefore, I disagreed with the defendant's proposed settlement offer of \$50,000.00.

I am the litigant of the Vazquez v Mayorkas case. I did not agree to the settlement terms because I never saw or heard of them, nor did I authorize my three pro bono attorneys to settle my dispute in the settlement conference. In addition, I did not manifest my consent to the material terms.

I am an African-American-Latina Christian woman.

I started working for The Department of Homeland Security Transportation Security Administration on September 23, 2012. During this time, I was discriminated against, bullied, and harassed by the defendant. I later became pregnant in February of 2013, and the defendant's actions against me became worse. I worked until November 10, 2013. I gave birth to my baby on November 12, 2013. I was on maternity leave for three months. I then returned to duty on February 09, 2014. As a lactating mother, I needed to express my breastmilk for my baby, who was exclusively fed breastmilk. After my return, the defendant refused to let me express my milk during my breaks and lunch breaks. The defendant assembled an unbearable hostile environment and constantly harassed, bullied, and discriminated against me, which led to retaliation against me. The defendant caused me to have a traumatic injury at work, and I was

removed from my work site at the airport by an ambulance and transported to a nearby hospital on July 25, 2014. The defendant requested me to fill out CA-1 forms regarding my traumatic injury and the cause. I filled out all the necessary paperwork and tried to apply for workers' compensation. The defendant held my paperwork and submitted it late. The defendant sent my paperwork to workers' compensation and terminated me on the same day in August 2014.

During my employment as a Transportation Security Officer, I reported the defendant, the Department of Homeland Security (DHS) Transportation Security Administration (TSA), on June 30, 2014, to the United States Equal Employment (EEOC) Opportunity Commission. I then filed a formal EEOC complaint against DHS TSA on November 14, 2014. On August 24, 2018, the EEOC issued me a Notice of Right to Sue document, which I received around August 27, 2018. I then filed my timely present action on November 19, 2018, Demand For Jury Trial, and I complied (I still comply) with all administrative prerequisites to bring this lawsuit. On March 16, 2020, I filed a Second Amended Complaint Jury Trial Demand to the United States District Court Northern District Of California San Francisco Division, which was accepted. Then I went to the United States Court Of Appeals for The Ninth Circuit, and now I am Appealing the District and Appeals final decisions to the SUPREME COURT OF THE UNITED STATES.

Before the COVID-19 coronavirus, I appeared in person and attended all of the hearings on calendar pro se. Magistrate Judge Elizabeth D. Laporte was the appointed Judge for my court case on Docket #7. Magistrate Judge Elizabeth D. Laporte denied my disability act claims as a pregnant mom and a mother who needed accommodations to express my breast milk. After Judge Laporte decided to retire, my case was taken over by Magistrate Joseph C. Spero (3:18-cv-07012-JCS Vazquez v. Mayorkas). I do not recall a docket number showing this tracking of my case being taken over by Magistrate Judge Joseph C. Spero, and I cannot provide a location on my docket sheet. In addition, after Magistrate Judge Elizabeth D. Laporte and Magistrate Judge Alex G. Tse took over my case on docket # 70, saying, ***"Case reassigned to Judge Magistrate Judge Alex G. Tse. Judge Magistrate Joseph C. Spero no longer assigned to the case. (filed on 2/3/2020) (Entered:02/03/2020)"***. Then Magistrate Judge Alex G. Tse left my case because of a recusal on docket # 72 and then Magistrate Judge Joseph C. Spero was reassigned as Judge in my case. Later on in my case, I appeared in a settlement conference for Magistrate Elizabeth D. Laporte. During this first Settlement conference, Magistrate Sallie Kim was appointed to be the Mediator in my settlement conference court case.

Later on in my court case, during my initial meeting in person with pro bono attorneys, I recall verbally explaining my uncomfortable feelings to my pro bono Attorneys, Jonathan Loeb, and Nisha Patel (Charles Hsu appears as an attorney later on docket #71) concerning what I experienced in my first settlement conference with the Mediator Judge Sallie Kim. I was pro se in a settlement conference. I did not feel comfortable with the settlement conference Mediator Judge Sallie Kim as the Mediator of my settlement conference because of how I was left mentally with how the Mediator Judge Sallie Kim verbally expressed how she would feel if I rejected the proposed settlement amount to me by the defendants, Mediator Sallie Kim was not in agreement with me not accepting the proposed settlement offer. It seemed to be a one-sided settlement conference that favored the defendant by the Mediator, Sallie Kim. I further verbally expressed that I would like to change the Mediator, Jude Sallie Kim. I do not think Mediator Sallie Kim is fair in my court case but is biased and favors the defendants; please request another mediator. I still want to go through with a jury trial because others will hear this, and the defendants won't bring harm upon a Black Latina mother breastfeeding in the future. After my pro bono attorneys met with me and I sent documents to them, I was later told that I had to

appear in a Settlement Conference with Judge Mediator Sallie Kim. I mentioned my concerns verbally to my attorneys about requesting another Mediator. I was totally uncomfortable during the settlement conference, in which I did not agree. Then, I followed up with an email rejecting the defendant's proposed settlement offer of \$50,000.00 during the settlement conference.

I recall the COVID-19 coronavirus making it possible for all hearings to be conducted only via Zoom, and this is how I had my first initial meeting with Magistrate Judge Joseph C. Spero.

I will do my best to explain the details of my court case in The District Court:

Since I have gone through my court process, each and every person involved in my case knows that I suffer from a learning disability and incompetence in my court case. I noticed Magistrate Judge Joseph C. Spero showed the defendant favoritism. Please see the hearing transcript on August 20, 2021, pages 1 through 32.

During my time in district court, my case was biased. I noticed that Magistrate Judge Joseph C. Spero will speak on behalf of the defendant in hearings for my court case. Please see my full court transcripts.

The District Court

I continuously asked Magistrate Judge Joseph C. Spero to appoint legal counsel to represent me in my court case. However, Judge Spero refused to appoint me legal counsel no matter if I was incompetent to represent myself and my suffering from my learning disabilities.

During the settlement conference on June 23, 2020, I felt I was being railroaded by my attorneys and, at the same time, railroaded by the defendants. I verbally told my attorneys during the settlement conference, and I was ignored. It was not a meeting of the minds between me and the defendant. I disagreed with the proposed settlement offer of \$ 50,000.00 from the defendant. To ensure all parties were aware, I sent a follow-up opposing email to my attorneys rejecting the proposed settlement offer of \$50,000.00. please see the email I sent to my attorneys rejecting the proposed settlement offer on June 26, 2020, at 8:51 a.m. Which states as follows:

"Good morning,

I hope all is well.

After considering this settlement, it is my opinion that I should NOT accept the \$50,000 due to all of the harm that has been done to me. Therefore, we should be prepared to move to trial unless a more acceptable offer is provided. After much consideration, this is my position, and I reject the \$50,000.00 offer.

Thank you,

Tonette Vazquez. Evidentiary hearing where this was discussed. Please see the October 19, 2021,

On May 28, 2021, I was forced by Judge Spero to go under Oath in a one-sided Evidentiary Hearing that I appealed. Judge Spero was aware of my appeal because the defendant mentioned my appeal that they received to Judge Spero. Judge Spero said, ***"All right. So that's the end of***

the evidentiary hearing. I now want to have a case management discussion." see lines 3,4,5 on page 48.

I said, " I told them I was being railroaded, your Honor. That was my lawyers. I told them I felt I was being railroaded, your Honor. Is that on record too? Meaning that I was being played by both sides." see lines 8,9, 10, and 11 on page 37.

in the evidentiary hearing held on May 28, 2021.

Magistrate Judge Joseph C. Spero said:

" We had this discussion, but we're going to have a fight about that. The Government says there's a binding settlement on record." see lines 9, 10, and 11, page 17; If there is a binding settlement, then the case is over. If there is not a binding settlement, then you'll have to litigate your case."; "Because I won't make any of my colleagues sit in a settlement conference with you. You went on the record -- you and your lawyers went on the record." "And the record says you agreed to the settlement. "The Judge can negotiate it."

" see lines 19, 20, 21, and 23 on page 22; "I know you did" line 8, page 23 "And I appreciate it" line 10, page 23; "You know, sometimes the truth has consequences. One of the consequences here is you had two mediations before Judge Kim. You were unsatisfied. You felt forced into it." lines 12, 13, 14, and 15, page 24, please see the December 04, 2020, court hearing transcript.

"You rejected their settlement," please see line 2, page 10, "You felt railroaded by them", please see line 15, page 11 in the August 20, 2021, Court hearing transcript.

I Tonette L. Vazquez said:

"I didn't do a binding settlement, but what is a litigated case?" please see lines 22 and 23, page 17; " And I told you -- I told you the truth what happened, your Honor." see lines 6 and 7 page 23; "What was going on." see line 9 page 23; "Trial. That was if--yeah. So, if-- I remember that part. If it's not settled, then we go to trial." see line 24 and 25 page 24, please see the court transcript hearing on December 04, 2020

"And it wasn't binding, sir." August 21, 2020.

"And I told you that I was railroaded, sir." Please see lines 4 through 5, page 10 of the court hearing transcript on August 20, 2021.

I never received any follow-up documents of the proposed settlement conference held on June 23, 2020, that I disagreed on.

I will attach a four-page exhibit from the August 21, 2020, Court hearing transcript on Zoom and a four-page exhibit from the June 23, 2020, court hearing transcript that I was excluded from on Zoom.

I was ordered to attend an Evidentiary hearing on October 19, 2021. I was not provided with notification that the witness's attorney, Arthur Newbolt (Dechert LLP), was present at Zoom. I declined Arthur's presence because I was not notified in a timely manner, and Judge Spero ignored my reasoning. During the hearing, Arthur made sounds with his throat and mouth when his clients had to answer questions.

The many Denied orders I received from Judge Spero, I filed an appeal in The United States Court of Appeals For The Ninth Circuit such as No. 21-16026, 21-16500, 21-16624, 22-15383, which became one consolidated case and later denied all of my appeals where to appeals court was in erred in ruling denied.

I never agreed to the proposed settlement conference to accept \$50,000.00 from the defendant, which would not at all be able to cover the harm and pain that I suffered from the defendant that will be embedded in my life, forever

The Code of Civil Procedure 664.6 requires that all mediation settlement agreements be in writing and signed by the parties outside the court or orally inform the court that they agree. The parties' agreement must be signed by the Plaintiff or inform the court that he or she agrees to the settlement agreement.

I never agreed to the proposed settlement conference to accept \$50,000.00 from the defendant, which would not at all be able to cover the harm and pain that I suffered from the defendant that will be embedded in my life forever. The Code of Civil Procedure 664.6 requires that all mediation settlement agreements be in writing and signed by the parties outside the court or orally inform the court that they agree. The evidence is clearly documented that I did not agree to a \$50.000 Settlement, I did not sign a settlement agreement document, I did not authorize any attorney to represent that I agreed to the proposed \$50.000 settlement, nor did I represent the court that I agreed to the proposed \$50.000 settlement.

I have attached the decisions of the U.S. District Court and the U.S. Court of Appeals. Both courts have erred in their decisions. I hereby appeal to the U.S. Supreme Court. I pray that my case will be referred back to the proper venue for rehearing.

May GOD bless you.

Tonette Vazquez

Tonette J. Vazquez

November 07, 2023

2nd STATEMENT OF THE CASE

Statement of Tonette L. Vazquez by
notice dated November 13, 2023 the
Supreme Court of the United States returned
my pro Se filing documentation back to me.
the Courts informed me that my pro se filing
documentation failed to Comply with Rule 14
in that the Petition does not Contain and
the Petition fails to Comply with the Content
requirements of Rule 14, in that the Petition
does not Contain: The questions presented
for review. Rule 14.1(a). The reasons relied
on for the allowance of the writ. Rules 10
and 14.1(h).

Moreover, Court clerk Rashonda Garner
Phoned me on November 21, 2023 informed me
over a phone call that, I Only need to
make the corrections and return only One
Copy of the filing back to Supreme Court.
I'm including the additional pages with my
Original Petition for writ of Certiorari that
was postmarked November 7, 2023 and received
November 13, 2023, and the additional pages are:
Statement of the Case, Supreme Court rule 14.1(a),
The Supreme Court Rule 10, The Supreme Court rule 14.1(h),
question(s) presented, Reason for granting petition,
Second proof of service, Jurisdiction, Second Conclusion page,
exhibit #16, exhibit #17, exhibit #18, Exhibit #19, Exhibit #20,
index to appendices, and table of Contents.

Tonette L. Vazquez
Tonette L. Vazquez
01/08/2024

SUPREME COURT RULE 10

By notice dated July 10, 2023 The United States Court of Appeals for the Ninth Circuit issued an Order. I disagreed with the United States Court of Appeals for the Ninth Circuit and I appealed to the SUPREME COURT OF THE UNITED STATES. The United States Court of Appeals for the Ninth Circuit errored in its order stated that I agreed to a proposed settlement offer of Only \$50,000.00. The Court has wrongfully decided my case in that I never expressed, implied, or agreed in writing to the proposed settlement.

What I did was to express and put in writing my non-agreement for the proposed settlement offer of Only \$50,000.00.

The Court's injustice decision(s) denied me a rehearing by relying on untrue facts of law that my attorney could accept an offer that I opposed and did not accept is wrong and flies in the face of case law, particularly *Levy V. Superior court* (1995) 10 Cal. 4th 578, 583 (quoting *Blanton V. Womancare, Inc.*, *supra*, 38 Cal. 3d 396 at 404); *Murphy V. Padilla* (1996) 42 Cal. App 4th 707, 716 - 717.

It is a universal principle of law that only the one whos claiming damage in mediation can agree to settlement.

In my case there was no meeting of the minds, nor written agreement or settlement for the proposed \$50,000.00.

Tonette L. Vazquez
Dorothy S. Vazquez
01/08/2024

SUPREME COURT RULE 14.1(a)

I filed a claim with the United States District Court Northern District Court of California San Francisco Division due to being subjected to unlawful discrimination. A Federal Mediations Sessions was attempted to resolve my case. Mediation resulted in failure. The defendant Alejandro Mayorkas, Secretary, Department of Homeland Security (Transportation Security Administration et al) falsely claimed that I agreed to a \$50,000.oo Settlement offer. The United States District Court Northern District of California San Francisco Division accepted the defendant's assertion and ordered that I agree to a proposed Settlement of \$50,000.oo Offer. The United States District Court Northern District of California San Francisco Division issued their decision on April 01, 2022 and February 2, 2022 I appealed the United States District Court Northern District of California San Francisco Division to The United States Court of Appeals for the Ninth Circuit, Please see EXHIBIT area.

Continued.

SUPREME COURT RULE 14.1(a) Continued

My appeals Contains arguments and evidence proven that I did not enter in a proposed settlement agreement of \$50,000.00. Neither expressed or implied, nor did I authorize anyone to agree to a proposed settlement agreement of \$50,000.00 or to make such a statement that I did so.

Tonette L. Vazquez
Dwight J. Vazquez
01/08/2024

SUPREME COURT RULE 14.1(h)

The Supreme Court of the United States should accept my case for review because the United States Court of Appeals for the Ninth Circuit has made a error in the facts of law as explained above.

The United States Court of Appeals for the Ninth Circuit asserts that there was an agreement of a proposed \$50,000.00 settlement by me. I never stated, expressed, implied, or meeting of the minds, or made a written agreement of a proposed settlement of only \$50,000.00. My case involves Unlawful discrimination the Equal Employment Opportunity Commission regulation 29 CFR 1614.603 requires that any settlement agreement through mediation be reduced to writing and signed by both parties in order that the defendant and the aggrieved person has the same understanding of the terms of the resolution. The written agreement must state clearly the terms of the resolution. Northern California District Court and the Ninth Circuit Appeals Court Can Not show through documentary evidence that I agreed to a proposed Settlement of only \$50,000.00.

Tonette L. Vazquez
Tonette L. Vazquez
01/08/2024

REASONS FOR GRANTING THE PETITION

I request that the Supreme Court of The United States find that The United States Court of Appeals for The Ninth Circuit has made an error in the facts of my Case against the defendant and thus remand the case back to the United States District Court Northern District of California San Francisco Division for further mediation and Processing.

Tonette L. Vazquez
Tonette J. Vazquez
01/08/2024

CONCLUSION

The petition for a writ of certiorari should be granted.

Respectfully submitted,

Donette J. Vazquez
Date: 11/07/2023