

No.24-399

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**In the  
Supreme Court of the United States**

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HELEN ALLEN, Petitioner,

v.

FORD MOTOR COMPANY, Respondent.

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On Petition For A Writ Of Certiorari to the  
United States Court of Appeals For the Seventh Circuit

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**PETITION FOR REHEARING**

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## **PETITION FOR REHEARING**

Helen Allen, pursuant to Supreme Court Rules 44, respectfully petitions this court, for rehearing of its November, 15, 2024 Order denying her Petition for Certiorari.

## **REASONS FOR GRANTING REHEARING**

Facts previously not presented provide strong grounds for rehearing. To be exact, Respondent in 2023, offered to settle in exchange for release of all claims (App. A). Petitioner rejected offer because she was subject to judicial misconduct. Counsel for FMC and Petitioner's co-plaintiff were engaged in an overt improper relationship while case was ongoing. Petitioner reported this behind the scenes inappropriate relationship, however, misconducts were never investigated. More so, transcripts of Petitioner reporting misconduct are now sealed, and inaccessible by Petitioner. These records are

relevant to Petition for Certiorari as it paints a complete picture of procedural unfairness.

Vital to emphasize, Petitioner acknowledges that Federal Rules of Evidence 408 prohibits presenting a settlement offer as evidence of liability. Petitioner, to the contrary, argues that Settlement Agreement reveals the inconsistencies of a Respondent who is cunningly navigating the legal system. One that was successfully perpetrated on the District Court and 7th Circuit. Accordingly, Settlement Agreement and unaddressed Judicial Misconduct throughout the lower courts warrant a Rehearing and grant of Petition for Certiorari.

# **I. ISSUES THAT LED TO TERMINATION OF SETTLEMENT OFFER NECESSITATES REVIEW**

To reiterate, Petitioner is of the knowledge that under Rule 408, evidence of “Promising, or offering — or accepting,

promising to accept, or offering to accept — a valuable consideration in compromising or attempting to compromise the claim” is inadmissible. In the same vein, “Rule 408 is not a privilege, for by its terms it does not require exclusion when the evidence is offered for another purpose, such as proving bias or prejudice of a witness...” *In re Japanese Electronic Products Antitrust Litigation*, 723 F.2d 238 (3rd Cir. 1983). Similarly, “Rule 408 should not be used to bar relevant evidence concerning the circumstances of the termination itself simply because one party calls its communication with the other party a "settlement offer." *Gerard A. Cassino and Sally Cassino v. Reichhold Chemicals, Inc., a New York Corporation*, 817 F.2d 1338 (9th Cir. 1987). More so, settlement negotiations “...Has been admitted by courts for additional purposes other than establishing liability, including for purposes of rebuttal, for purposes of impeachment, to show knowledge and intent, to show a continuing course of reckless conduct....” *Zurich American Insurance v. Watts Industries*,

*Inc.*, 417 F.3d 682 (7th Cir. 2005). Relatively, Petitioner draws attention to Settlement Offer of Respondent to demonstrate inconsistencies, furthermore, to illustrate status of action prior to summary judgment. In essence, judicial misconduct is the sole reason why settlement offer was terminated by Petitioner.

## **II. PETITIONER'S NUMEROUS COMPLAINTS OF JUDICIAL MISCONDUCT REMAINS UNADDRESSED**

Ford Motor Company asserted good faith in presenting agreement, yet it waived response to Petition for Certiorari (App.B). Waiver only served to help Ford Motor Company escape scrutiny. Particularly to escape adjudication of unlawful employment practices. Namely, violation of Title VII of the 1964 Civil Rights Act (42 U.S.C. §§ 2000e-2(a)(1), 2000e-3(a)), including Sexual Harassment, Racial Harassment,

Discrimination, Retaliation and violation of Petitioner's First Amendment Rights.

Petitioner, at the District court, and the 7th Circuit called out and filed complaints of judicial misconduct against two judges who refused to order investigation into an intimate relationship between FMC's lawyer and her co-plaintiff. No action was taken against Ford Motor Company's counsel. He was allowed to proceed through settlement despite grave conflict of interest (cases 14 cv 08708; 21 cv 00962). According to the governing statute, "Any person alleging that a judge has engaged in conduct prejudicial to the effective and expeditious administration of the business of the courts [...] may file with the clerk of the court of appeals for the circuit a written complaint containing a brief statement of the facts constituting such conduct." 28 U.S.C § 351. Conversely, upon filing complaints, Petitioner was subject to more judicial misconduct by a sitting judge because she reported two judges who failed to order investigation into an inappropriate



## **CERTIFICATION OF PRO SE LITIGANT**

I certify that this petition for rehearing is restricted to the grounds specified in Rule 44.2 and is presented in good faith and not for delay.

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Helen Allen

Dated \_\_\_\_\_

relationship between counsel for Ford Motor Company and her co-plaintiff. Records which are now sealed and inaccessible. In effect "The purpose of judicial discipline is not primarily to punish a judge but to preserve the integrity of and public confidence in the judicial system and, when necessary, safeguard the bench and public from those who are unfit." *Common Cause Indiana v. Individual Members of the Indiana Election Commission*, 800 F.3d 913 (7th Cir. 2015). Above all, Petitioner, rejected FMC's settlement offer due to conflict of interest, breach of fiduciary duty, professional misconduct, improper and undue influence in the settlement process. Petitioner could not proceed with offer under these circumstances.

Illinois Bar acknowledged complaint 9-12-23 but refused to issue case number or conduct investigation. California allowed Petitioner a year to gather evidence against K. Smith (California State Bar (214872)). D.C. refused to investigate M. Jaskiw, stating that denial of access to

transcripts was within the law. It is illogical that Petitioner is denied the very same documents that are necessary to affirm instances of judicial misconduct.

Accordingly, this court should consider the conditions that created the circumstance which led to rejection of Settlement Offer (App. C).

### **III. CONCLUSION**

In light of the reasons stated above, and those presented in Petition for Certiorari, the court should grant Rehearing and grant Petition for Certiorari and review errors of the courts below.

Respectfully Submitted,  
Helen Allen  
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Appellant, Pro Se

Dated \_\_\_\_\_

## **CERTIFICATE OF COMPLIANCE**

Pursuant to Rule 33.1(h) of the Rules of the Supreme Court of the United States, I certify that this document contains 905 words, excluding the parts of the document exempted by Rule 33.1(d).

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Helen Allen

Dated \_\_\_\_\_

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