

NO. 17-1663

IN THE

SUPREME COURT OF THE UNITED STATES

RANDALL PATRICK, PETITIONER

VS.

CITIBANK N.A., RESPONDENT

**On The Petition For Writ Of Certiorari
To The Fourth Circuit Court Of Appeals**

PETITION FOR WRIT OF CERTIORARI

**RANDALL PATRICK, PETITIONER
641 STATESVILLE BLVD., APT. 1119
SALISBURY, NC 28144**

**NELSON, MULLINS, RILEY & SCARBOROUGH, LLP
ATTY. DONALD POCOCK, REPRESENTING CITIBANK N.A.
380 KNOLLWOOD ST., SUITE 530
WINSTON-SALEM, NC 27103**

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PARTIES INVOLVED

Randall Patrick, is the petitioner, representing, himself, as plaintiff pro se, under Forma Pauperis Status; and the only opposing party is Citibank N.A., represented by Atty. Donald Pocock, with Nelson, Mullin, with Nelson, Mullins, Riley, Scarborough, LLP!

FEDERAL QUESTIONS PRESENTED

1. Can a credit card holder, under a **28 USC 1447(c) Remand Claim**, challenge & invalidate a credit card issuer's **28 USC 1331 Federal Question Claim (on mandatory arbitration)**, if breaches of contract occurred (and tort injury); and when no available resolve, petitioner files a State tort Injury Claim? Credit card issuer failed to perform on \$0 Liability for unauthorized charges; and later failed to perform on arbitral part of contract, etc.; when petitioner had good grounds for not knowing about arbitration!

2. Also, can a forum selection clause & proper law in contract be replaced with a **Social Contract under Public Policy Exceptions**, when clause, in question, conflicts with State consumer protection laws; in State where State tort law & State tort injury violations occurred? See **M/S Breman v. Zapota Off-Shore Co.**! With "good faith" & "fair play" under "implied covenant" not used by credit card issuer!

3. Finally, can a petitioner, under **F.A.A. Section 2 of the "Savings Clause"** challenge a contract, where the contract maker & arbitration group, obscured significant other arbitral part of contract from the petitioner, for the most part, until case pursued in the circuit court of appeals? With **Section 2 Severability Rule**, applies here, for unconscionability, fraud, duress & undue influence!

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PETITION FOR A WRIT OF CERTIORARI

Randall Patrick, as petitioner, respectfully petitions for a Writ of Certiorari, in seeking a review to the judgment of the Fourth Circuit Court of Appeals Decision, on a dismissal of petitioner's appeal to the U.S. District Court Order. With reconsideration is being requested by petitioner in a challenge to the April 26, 2017 U.S. District Court Order, on a notice of removal; and motion to compel arbitration!

OPINIONS BELOW

The Fourth Circuit Court of Appeals Decision is unpublished! See Appendix A, App. 1 (1a)! With the U.S. District Court Order is reported at [federal/ncmd/74782/15-0.html](http://federal.ncmd/74782/15-0.html); See Appendix B, App. 2 (2a).

JURISDICTION

A judgment of the circuit court of appeals was entered on Oct. 2, 2017; with no appeals, on a non-final Apr. 26, 2017 U.S. District Court Order. Therefore, this court has jurisdiction under 28 USC 1254 (1)!

I. STATEMENT OF THE CASE:

A. STATUTORY FRAMEWORK

The petitioner is providing, here, the legal basis for this court's jurisdiction; now that the Fourth Circuit Court of Appeals has dismissed the petitioner's appeal, under their Oct. 2, 2017 Dated Final Order (with no opinion provided); and is stated as follows:

The petitioner's writ is applied under **9 USC 2 (the Savings Clause)**; where the F.A.A. says that arbitration "is a matter of contract"; and with Section 2 "the primary substantive provision of the Act." **See Moses H. Cone Mem. Hosp. v. Mercury Constr. Corp, 460 US 1, 24 (1983).** In fact, it says "A written provision in a contract evidencing a transaction involving commerce to settle by arbitration a controversy thereafter and enforceable, save upon such grounds as exist at law; or in equity for the revocation of any contract." Therefore, the F.A.A. provides grounds for invalidation of contract by "generally applicable contract defenses such as fraud, duress or unconscionability." **See Doctor's Assoc. Inc. v. Casarotto 517, US 681, 687 (1996).** Furthermore, **under Prima Paint Corp. v. Flood & Conklin Mfg. Co. 388, US 395 (1967)** 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.** Also, **See Buckeye 546 US at 445 and id. at 447 (severability rule is based on 2),** where it says "{A}s a matter of substantive federal arbitration law; an arbitration provision is severable from the remainder of the contract. "

In addition, the petitioner continues to stand by, other grounds for invalidating arbitration contract, in question; due to opposing party (Citibank N.A.) failing to apply "good faith" and "fair dealings" under the "implied covenant" **See Hooters 173, F.3d at 940,** where the Court applied these above factors, by putting emphasis on "one-sided arbitral proceedings", in order to make it an "invalid" contract. Therefore, State common law contract principles apply, here; **under NC Gen. Stat. Chapter 75, etc. for Consumer Protection Laws!** With said requirements are governed by **Public Policy Exception (for a Social Contract), pursuant to M/S Bremen v. Zapata Off-Shores Co. 407 151 13-15 (1972).**

B. BACKGROUND:

The petitioner agreed to a **"Take-It-Or-Leave-It" Citibank N.A. Credit Card Contract, in Aug. 2015;** and was the only available offer. With **petitioner relied on a \$0 Liability for unauthorized charges,** only to have Citibank N.A. renege on this promise **on July 15, 2016, when dispute arose!** In fact, Citibank N.A. relied on a \$206.25 No-Show Reservation Claim by a Va. Hotel, without written proof reservation copy! With the petitioner claimed it was an unauthorized charge; and the only bona fide reservation existing, at the time, got replaced by free reward points; and later cancelled in time! With Citibank N.A.'s actions, fall under **NC G.S. 75-1 & 75.4 Law,** for "surround or effect" of NC Interstate Commerce Activity, between a NC Citizen; and merchant in question (via phone); and where this reservation issue, can transfer over to a card lender, if they fail to prove or obtain a written contract, before imposing card charges! Also, **under NC G.S. 75.8,** a card lender that commits violation of any provisions **under NC Chapter 75,** shall be seen as "separate offenses" for "every week" it's in violation. In which makes such actions (or lack of), potentially, serious felony charges; and in this case, a one and half years old dispute and still no resolve! In which gives more validity to an "emotional distress" claim; and when based on the "unique circumstances" alone! **See Ham N.P. 40; and Feb. 10, 2017 State claim, p.7!**

In fact, when **no resolve with Citibank N.A.'s Disputer Dept.,** it escalated to their president's office! With the first of several efforts to get their president's office to bring resolve, was an **Early Sept. 2016 Earnest Plea!** Yet it led to more undue harm, hardships and costs to the petitioner & family; and when he, already, had other extraordinary circumstances going on! In which he could ill afford these undue burdens & costs, while in the process of moving, again, by end of Sept. 2016! Plus, his finances, time & his son's neurological needs, at the time, couldn't afford to be compromised! Yet petitioner's credit report status twice over by Early Sept. 2016, unduly harmed. Also, Citibank N.A. knew of petitioner's extraordinary circumstances; even in their contributing to him getting no closure on his mom's death, to the present, after family members didn't tell petitioner about his mom's 2015 death & burial in Tx.!

With the petitioner is a Vietnam -Era Veteran, living on a very low fixed income and a sole caregiver of his duo-disability son. With it worth noting that **the petitioner couldn't have known of the arbitration part of contract!** Because he accidentally threw out the agreement, shortly, after agreeing to the card; and briefly read part of it. With all this influenced by his loss of mom, short months before accepting the new card; and in having to move, shortly, after accepting the card in Late Sept. 2015! Secondly, there was the harsh one-sided contract, much obscured, until well into case matter; at time of appeal!

With a **Dec. 10, 2016 Phone Incident occurred**, when Citibank N.A. was imposing a new contract on the card balance that was, essentially, the same amount in dispute! Also, min. card payments, started to become no longer an option! Plus, Citibank N.A. President Office Reps, for a few months refused to remove themselves; and bring someone else in above them; and when NC Atty. Gen.'s Office involved!

With **petitioner filed a Jan. 20, 2017 CFPB Complaint!** Yet Citibank N.A. President Reps' continued to get involved; and it led to the petitioner sitting on his eyeglasses with unrepairable damage; **due to a Jan. 23, 2017 letter & phone call incident!** With it seen an aggressive attempt to force petitioner out of his legal pursuit! With CFPB Complaint amended to show damages, etc.! Yet after **six Citibank N.A. Rejection Letters by Feb. 3, 2017**; and no remedies, a **Feb. 10, 2017 NC Extended Arm Law Claim**, for "emotional distress" was filed! With a **FTC Claim was no longer an adequate remedy to pursue**; and **CFPB GAVE LAWSUIT AS AN OPTION**. Then Citibank N.A. filed a **Mar. 15, 2017 Notice of Removal and Motion to Arbitrate!** With an **Apr. 26, 2017 U.S. District Court Order compelled arbitration**; without proper rules, procedures, etc. used. **Finally, Fourth Circuit Court dismissed the appeal on Oct, 2, 2017!**

II. REASONS FOR GRANTING THE PETITIONER'S WRIT OF CERTIORARI

A. U.S. DISTRICT COURT FAILED TO CONSIDER NON-PERFORMANCES ON CONTRACT & THERE WERE NON-DISCLOSURES OF CONTRACT UNPRESENTED, FOR MOST PART, UNTIL APPEAL PROCESS BEGAN!

First off, the U.S. District Court's Ruling, and the only ruling thus far with an opinion, failed to allow "good faith" and "fair dealings" principles under the "implied covenant", to be considered! See Hooters 173 F.3d at 940! Where efforts "on one-sided arbitral proceedings" were being imposed.

For instance, **1.** no consideration for Citibank N.A.'s material breach of contract for non-performance on \$0 Liability for an unauthorized charge, where the dispute arose (with no written proof copy).

2. also, Citibank N.A. on Dec. 10, 2016, was creating an unfair or deceptive trade act, over the phone, in verbal contract form, where they were creating a new contract out of the one in dispute! In which the amount in dispute was, essentially, the card balance, on Dec. 10, 2016; and was still a pending legal matter. **3.** furthermore, there was the material breach of contract, where Citibank N.A. failed to perform their own applied method in contract of arbitration, until eight months into dispute; and only after petitioner filed lawsuit! In turn, failing to apply "good faith and "fair dealings" under the implied covenant. In addition, the petitioner couldn't have known about arbitration part of contract, of what did exist, for reasons given above in writ! Plus, "time is of the essence", in matters of contract, and made it, absolutely, necessary for Citibank N.A. to have acted much sooner, on arbitration, no matter what the circumstances existing at the time. **4.** In turn, the U.S. District Court failed to allow proper application of law or procedures to be applied, under questions of arbitrability, and public policy; and in the need to apply remand! In which allowed Citibank N.A.; and even A.A.A., to withhold pertinent other questions of arbitrability matter; to where it further denied proper review & consideration; and unduly imposed arbitration on petitioner. **5.** in fact, Citibank N.A., and even A.A.A., had obscured from the petitioner, the exorbitant costs and fees, for too long, and where they are claiming it to be shared by both parties; and even transferable to the weaker party! In which is grossly unfair to impose such on the petitioner, who is a forma pauperis party! Therefore, it is seen as substantially changing the terms in contract; and shows "unconscionability"; inducing "fraud, duress and undue influence".

6. Finally, there was a very late coming contract term disclosure (in Citibank N.A.'s Circuit Court

Informal Brief) showing, that “a lack of clarity of the provision”, earlier existed! With it could be seen “as an attempt to foreclose meaningful remedies to consumers.” ; or it can “create a legal precedent that can affect...the arbitration clause.” See Griffoul v. NRG! In fact, in the petitioner’s situation, he hadn’t seen any arbitral part of contract, until it reached the courts. With Citibank N.A.’s latest disclosure, on this subject, after an appeal occurred, seem to say that the authority & scope of the arbitrator, fully waived petitioner’s judicial rights! Yet, there was no way that the petitioner could have drawn the same conclusion, earlier, when vague terms presented, by Citibank N.A., in their U.S. District Court Brief; and when only fully explained in Citibank N.A.’s Informal Appeal Brief, much later!

With such issues, are a matter where “contracting parties would likely have expected a court to have decided...[and]remain within the province of judicial review.” See Howsan v. Dean Witter Reynolds Inc. 537 US 79, 83 (2002)! Also, had said matters been carried out under State common law contract principles, as should’ve happen, it would show a contract as a contract, only when the “promise” on a “deed” (\$0 Liability on unauthorized charges, etc.) are carried out! With it required not only “trust” & “reliability” to occur under the “implied covenant”, but showing “respect” to other parties “interest” in “fair restraint of trade.” See Nordenfelt v. Maxim Nordenfelt Guns & Ammunition Co. [1894] AC 535.

B. NO MEETING OF THE MINDS; AND SUCH IMPRACTICAL CONTRACTS ARE “ILLUSORY”

Citibank N.A., given the above, made it “impractical” or “too expensive” for the petitioner to perform contract. Plus, the petitioner shouldn’t be expected to perform something that he never agreed to; or of what unexpected. Therefore, no meeting of the minds existed; and when required! See Ex Parte Industrial Technology Inc. So. 2d 234 (Ala. 1997), where it says “under general contract principles, a meeting of the minds is a prerequisite for contract formation.” Then when factoring in Citibank N.A.’s non-compliance, it defeats the purpose of what arbitration is suppose to be about of saving time and costs for ALL parties! It, also, defeated the purpose of petitioner agreeing to the credit card! Where,

substantially, relied on the \$0 Liability on unauthorized charges, not fulfilled in promise! With the contract “irreparably broken”; and this court has the “right to strike arbitration clauses when the arbitral remedy is illusory.” See Awuah v. Coverall of America Inc. 584 F.3d 7 (1st Cir. 2009).

C. SEPARATION OF POWER ISSUE WARRANTS THE GRANTING OF WRIT

A separation of power issue exist, here, when looking at the context of the federal cause of action granted on a supplemental jurisdiction claim, under 28 USC 1367, where the U.S. District Court overreached their jurisdictional powers! See Erie v. Thompkins 304 U.S. at 78! In fact, the U.S. District Court relied on federal rules & procedures found on the face of the petitioner’s State tort injury claim that amounted to nothing more than federal standards of behaviors; when applying a federal cause of action to a State tort claim, under a private remedy! See Ronald Greene Hybrid State Law in the Federal Courts, 83 HARV. L. REV. (on standard behavior only). In which means the U.S. District Court grossly erred, in accepting a Citibank N.A.’s Section 1367 Supplemental Jurisdictional Claim! Because a federal element on the face of petitioner’s State tort injury complaint is irrelevant and unsubstantial; and even 28 USC 1367 Novelty Case-by-Case efforts don’t meet Section 4 standards! See Franchise Tax Bd. 463 US at 463 US 8! Therefore, U.S. District Court had no authority; and it required remand!

The U.S. District Court, also, contributed to their overreach, by applying FRCP 1661,170(b)(1), where Citibank N.A. claimed that petitioner used it as his reason for complaint! When, in fact, petitioner didn’t use it or apply it as such! With this explained in petitioner’s Mar. 21, 2017 Motion to Remand, p.6, item 4! In turn, the U.S. District Court overplayed the federal element card! With U.S. District Court, further contributed to an overreach, by giving little consideration to petitioner’s complaint and related motions! See Background, p. 2-3 above, where it shows contrary to U.S. District Court’s Claims of both parties agreed to carry out arbitration in pre-court period; until, supposedly, petitioner didn’t get his way, he filed a lawsuit without permission or good reason! See E.R. Squibb v. Accident & Cas.

Ins. Co. 160 F.3d 925 929 (2nd Cir.1998)(Citations omitted), where had both parties agreed all along to arbitrate “[N]o amount of agreement by the parties can create jurisdiction where none exist.”!

Then when factoring in other significant separation of power issues, that the U.S. District Court caused, it gives grounds to strike down arbitration! For instance, the U.S. District Court failed to consider Citibank N.A.’s lack of “good faith” and “fair play” under the “applied covenant” (Hooters 173 F.3d at 940), as earlier stated, under **Part A, p. 4, items 1). – 4), above!** Plus, there were findings, unknown until after the U.S. Court Proceedings occurred, that the U.S. District Court, indirectly, contributed to (found under **Part A, p. 4-5, items 5). and items 6)., above!** Where “harsh one-sided contract terms” were obscured that further required Public Policy to prevail, here; along with Section 2 to, also, to be considered! See Brennan v. Bally Total Fitness (BNA) 335 (S.D. NY 2002) where it further becomes “Public Policy” when “too costly or difficult”; and Wolves v. Nat’l RR Passenger Corp 1990 WL84519 at*1 N.D. ILL. 1990) (Citations omitted) says reconsideration can apply to all of above claims against Citibank N.A., “to correct manifest errors of law and fact; or to present newly discovered evidence.”

With Congressional Powers, under Article 1, Section 8, Clause 3, require “fair play” and “substantial justice”; and in keeping federal government’s limitation of powers in check! Therefore, Congressional Intent requires jurisdictional determination to use the most narrowest interpretation of substantial law; in favor of remand. See Moores Fed. Practice 103.4, Tafflin v. Levill (noting a deeply rooted presumption in favor of State court jurisdiction...)! With this the standard, “despite the purpose of giving a defendant rights as it involves 28 USC 1331, State Courts are generally competent to adjudicate federal laws.” Also, “the body of the federal substantive law generated by elaboration of [Section] 2, “is equally binding on State and federal courts.” See Vaden v. Discover Bank (2008) and Southland Corp. v. Keating 465 US 1, 12! With an appeal review required! Also, hearing rights can’t be waived, if petitioner opted for remand, in lieu of a federal court hearing under FRCP 12(h)(3)! In fact, “expediency” and not just “unfairness” was at issue, here! See Deber v. S.D. (1993)! With Public

Policy or 9 USC 2, Savings Clause. is to apply State law contract principles; and where it raises the bar, when allowing State courts and their legislative scheme to be applied, here! With neither Congress nor the federal court can “foreclose the vindication of federal constitutional rights [for States and their citizens]”! See Marbury v. Madison! Furthermore, Congress has said “a case may be remanded where removal is prohibited by statute.” See Pierpoint v. Barnes 94 F.3d, 813 (2nd Cir. 1996). In fact, it applies, here, in this case; as “Congress pursuant to its Constitutional Powers regulate commerce has expressly provided that a State shall not be prohibited from levying...taxes here challenged {including where sue corp.}” See 26 USC 1600!

Therefore, U.S. District Court’s Apr. 26, 2017 Court Order didn’t qualify as “substantial”; and without disturbing any Congressionally approved balance of federal and State judicial responsibilities.” See Nevada v. Bank of Am. 672 F.3d, 661 & 674 (9th Cir. 2005)! Plus, it “raises a significant federal concern as to a monopoly, in dictating outcomes! In fact, it shows one-sidedness in a pro se, having to go through Citibank N.A.’s Atty.’s own U.S. District Court! With “repeat player” status & one-sidedness” already, exist in the arbitration process! With it, clearly, a “free ticket out of jail” and a closed shop, favoring Citibank N.A.! See Shamrock Oil & Gas Co. v. Sheets 313 US 100, 61 Ct. 868, 85 L.Ed 1214!

D. PUBLIC POLICY AND SECTION TWO OF FAA FORBID THESE TYPES OF FORUM SELECTION CLAUSES

With Public Policy Exceptions comes into play, here; where it impacts everyone in society, when it offends “pubic sensibilities”! In which Citibank N.A., can be seen as using “deceptive practices to obscure by key contractual provisions.” See Spann v. Amer. Exp. Travel Related Card Svcs. Co. 224 S.W. 3d. 698, 715 (Tn. Ct. App. 2006). In fact, it’s more “substantially unconscionable”, when the arbitral decision, here, would be “final” and “non-reviewable”; and where “repeat player” status exist; and potentially assures a favorable outcome for the more “sophisticated” party (Citibank N.A.)! With one investigative study in 2007 by Public Citizen, over a four year span, found that 94% of all

arbitration cases are ruled in favor of banks & credit card cos.! With another finding in 2014, by Alexander Colvin & Mark Gough, of Penn. St., showed that consumers get 13.9 times more reward money in State court than in arbitration. With this draws attention to American Arbitration Assoc., per these findings, handles 50% of all mandatory arbitration cases; with JAMA, next most, at 20%!

With it, also, understandable why Courts under the “unconscionability doctrine”, would, also, refuse to enforce contracts, where the weaker party incurs, “prohibitive costs in order to seek claims.” See Farnsworth Contracts 4.28 (4th Cir. 2004); and Gande v. LDL Freedom Enterprises 176 Wn.2d 598 (2013) (Citing Green Tree Fin. Corp. – Al. v. Randolph 531 US 79 (2000); and Adler v. Fred Lind Manor 153 Wn.2d 331 (2004). Also, see, Patrick Home Center Inc. v. Karr 730 S.O. 2d, 1171 (Ala. 1999) (lacking of Mutuality of remedy is one factor to be considered in making determination of unconscionability).

With 9 USC 2, plays a role here, when the “courts have the right to block provisions that fall outside the circle of assent, which constitutes the actual agreement.” With this being the case, “[W]hen a party of little bargaining power and hence little real choices, signs a commercially unreasonable contract with little or no knowledge of its terms, it is hardly likely that his consent, or even an objective manifestation of consent, was ever given to all terms.” See Williams v. Walker-Thomas Furniture Co. 350 F.2d 445 (D. Cal. Cir. 1965). With it further of concern, when consumers are, often, forced into contracts, as in the Mendez v. Palm Harbor Homes 45 p3.d 594 Wash. Ct. App. 2002 Case, where the weaker party is “forced into arbitration where the rules are one-sidedly in favor of the other party.” While on the other hand, “other party still reserve the right to seek claims in court.” See Samaniego v. Empire Today, LLC 140 Cal. Rptr. 3d, 492 (Ct. App. 2012). With it led to one court concluding that it “should not allow an employer [credit card lender] to impose arbitration system on an employee [credit card holder] that seeks to maximize the advantages and minimize the

disadvantages of arbitration, itself.” See Armendariz v. Foundation Health Psychcare Svcs. 6.3d, 669 (Cal. 2000) (Ct. App. 2012)! In which The Armendariz Court, also, determined that “splitting cost” was seen as reducing “arbitration award”; and thus failing to meet the “federal substantial law and equitable remedy” requirements! Furthermore, The Amendariz Court, also, said that the “procedural unconscionable principles” would still apply, even where the agreement was not “hidden in contract” or “was not read” [and in this petitioner case, only partially & briefly read]. In fact, the court said it would have to look to the “circumstances, surrounding the execution of the parties agreement” when the agreement was “not read”, [or where partially read; and briefly read]! With it “only in the absence of unconscionability reaching”, that this principle would not apply! In fact, it concluded that where an agreement “was not read” [or partially read], it would, still, induce the “surprise” element, under the “unconscionable principles” [citation omitted]! With all of this taking in the fact, that, practically, all consumers or citizens don’t read their agreement; and in the need to still have consumer protection from “overly harsh contract terms”!

E. PUBLIC POLICY REQUIRES CONSUMER PROTECTION LAWS, TO BE APPLIED, HERE, IN DEALING WITH “UNCONSCIONABLE” FORUM SELECTION CLAUSES

When corporations impose “unconscionable” forum selection clauses on consumers, such as Citibank N.A., has done, in the formation of contract and in the failure to carry out contract, as even established in their President Office Reps.’ repeated negligence and reckless ways, it opens the door to a “social contract”, under Public Policy; and, also, where the “Savings Clause” factors in, here! In fact, all of the above are grounds to terminate a contract; and requiring compensatory (general) damages to be applied through litigation; and in making NC Consumer Laws the requirement! See Woodward William J. Jr. (2004) Legal Uncertainty and Abherent Contracts: The Choice of Law Clause – Chicago-Kent Law Journal 89:197. Where Public Policy “interprets a contract under the laws of the jurisdiction in which a lawsuit is filed {in a NC District/County Court}...even if the contract calls for the application

of the laws of a different state [South Dakota]”! Therefore, it applies to general compensatory losses and damages that occur, and as it relates to “unconscionability”! For instance, failure to perform contract, and in misrepresentation, through non-disclosure of terms of contract, etc.! In which are, also, grounds to believe such behaviors induced (or resulting) from gross negligence, undue influence, duress and fraud! In fact, the petitioner, as a result of these gross behaviors and shortcomings, has sustained costs & damages that far exceed the original disputed amount (\$206.27) by more than a 100 fold. In which it, grossly, jacks up those obscured arbitration requirement costs and fees; due to gross negligence by Citibank N.A.! Plus it defeats Congressional intent, under F.A.A., on costs & time savings.

With **Public Policy** says “the parties cannot agree to voluntary agreement to evade obligations imposed by law, or to prevent the courts from taking jurisdiction if a dispute arises.” In fact, **Public Policy** gives grounds to strike down a contract where it involves unfair trade restraints (**See Mitchell v. Reynolds (1711) Lord Smith LC!** It, also, gives grounds to strike down a contract where it involves tort, as well as to misrepresentation -- where it occurs as a result of breach of fiduciary duties; and, even, on grounds where other party is disclaiming liability for, actual, harm and damages (as occurred in petitioner’s case)! In fact, general damage claims, under State tort law doesn’t require proving it was deliberate intent; rather, only, negligence that is implied by law (under an “emotional distress” claim)! **See Wyatt v. Gilmore (NC, 1982);** and **Williams v. Homes Eq. Svc’ing (NC, 2007).**

Furthermore, “voluntary submission of the private disputes to arbitrate does not necessarily leave companies unregulated by laws expressing public interest.” **See Gilmer v. Interstate/Johnson Lane 500 US 20 (1991) *(See choice of law clauses).** In which there are some matters that fall under “**public policy**”; or “**public interest**”, and where they are subject to more scrutiny. Therefore, they are “generally not considered arbitrable, as the power of the parties to enter into an agreement upon these matters is at least restricted.” **See Mitsubishi Motors Corp. v. Sole Chrysler-Plymouth Inc. 473,**

US 614 (1985)! In which the “principles of federalism” resorts back to State consumer laws, where the claim was, originally, established (petitioner’s local district court)! With this especially where forum selection clauses conflicted with Consumer protection laws! With a classic example of such cases would be **the Jane Doe v. Match.Com Case**, where the State of Illinois “knocked down forum selection clause”, when the contract provisions was in conflict with “Illinois Public Policy”! In which they, rightfully, applied the decision, **“pursuant to the exceptions under Public Policy found under M/S Bremen v. Zapata Off-Shore Co.”!** In showing “contracts in illegal form” can’t be upheld; and when the State (Illinois) has “the stronger interest in the outcome of controversy.”

F. THE U.S. SUPREME COURT HAVE CLAIMED THAT TORT INJURY CLAIMS UNDER PRIVATE REMEDY DON’T BELONG IN FEDERAL COURT; AND FOR CERTAIN ARBITRATION CLAUSES CAN BE INVALIDATED

In cases, like this one, for a NC tort injury Claim, **under NC Gen. Stat. 1-75.1/75.4**, it was entitled to full pre-exemption status, under extended-arm law (based on certain federal statutes)! Yet they are still circumvented by corporations like Citibank N.A.! With the U.S. Supreme Court has, repeatedly, made it clear on where they stand on such jurisdictional matter as it relates to **the U.S. Constitution (under the 14th Amendment/Commerce Clause); and as established under the “Shoe” Law of 1945 (extended-arm laws)!** In fact, the U.S. Supreme Court has, turned to one particular case, since then, in resolving these kinds of issues! Meaning the **Merrill Dow Pharmaceuticals Inc. v. Thompson 478, US 804, 106S ct. 3229, 92 L. Ed.2d 650 (1986) Case!** Where the U.S. Supreme Court stated “no federal question was present where plaintiff alleged a violation of a federal statute as an element of a State cause of action.” **See, also, Moore v. Chesapeake & Ohio R.. Co. US 205, 54S ct. 402, 78L Ed. 755 (1934)** where the U.S. Supreme Court, also, held that “the violation of the federal statute as an element of State tort recovery did not fundamentally change the State tort nature of action, **Id at 815n. 12, 106 S. ct. 3229!** Furthermore, Congress, expressly, intended for certain federal statutes to protect certain State claims! In fact, **see Compu Credit Corp. v. Greenwood 132 S. Ct. 665 (2012),**

where such claims are found to be non-arbitrable (or non-removable); and with no exceptions given.

See Kentucky Whip & Collar Co v. Illinois R. Co. 299 US 334!

In addition, certain statutes are intended to protect full exemption status matter; over lesser pre-exempt status case matter, such as against Citibank N.A. 1331 (F.A.A.) Claim. See Wilson v.

Waverly Homes, Inc.! With pre-exempt status that Citibank N.A. had, is limited to just "forum" issue only, under the F.A.A.! In fact, see Mitsubishi, 473 US at 627, where the Court determined "parties do not forgo substantive rights provided by statute by agreeing to arbitrate." "Rather those rights are merely submitted to a different forum." Id at 628! Furthermore, federal statutory claims (such as under the Int'l Shoe Law, 1945; and U.S. Constitution) can preclude arbitration, if it would "interfere with the remedial purpose of the statute"! See again, Wilson v. Waverly Homes, Inc. 954 F.Supp. 1530 (M.D. Ala. 1997)), aff'd 127 F.3d 40 (11th Cir. 1997)(Binding arbitration clause conflicted with Magnuson-Moss Warranty Act and was therefore, unenforceable.). See, also, Paladino v. Avnet Computer Technologies Inc 134 F.3d 1054 (11th Cir. 1998)(an arbitration that defeats the remedial purpose of the statute is not enforceable.).

Furthermore, under Doctors' Assoc. Inc. v. Cassarotto, 517 US 681, 116S. ct. 1652, 1656, 135 L.Ed. 2d, 902 (1996), the U.S. Supreme Court noted that "generally applicable contract defenses, such as fraud, duress or unconscionability may be applied to invalidate arbitration agreements without contravening 2 [of the Federal Arbitration Act]." Therefore, in this petitioner's particular case, he should of been able to apply questions of arbitrability, under State tort & contract law; in being able to interpret the F.A.A.! See - That's Unconscionable: Regarding the enforceability of Arbitration Provision In Form Contracts, by Phoebe S. Winder, William E. Potter, Robert W. Sparkes III, R. Bruce Allensworth and Irene Friedel. Mar. 5, 2009, where under [7] (of article) it says "...consumer may be able to challenge the validity of an arbitration provision by arguing that the provision is unconscionable under

applicable State law.” See, also, New Iberia Credit Bureau Inc. v. Cingula Wireless LLC. In which it would be applicable, under Section 2 not Section 4 of the F.A.A. (under Public Policy or Section 2); although the U.S. District Court Order relied on Section 4! In fact, see severability rule application, under Buckeye 546 US at 445; and id. at 447 (Severability is based on 2); and, also, Prima Paint Corp. v. Flood & Conklin Mfg. Co 388, US 395 (1967), where it says “consideration of a contract revocation is generally a matter for the arbitrator unless the defense is specifically directed at the arbitration clause.” With even NC Gen. Stat. 1-569.1600 says, as established in “(2004)”, that an “[a]greement contract in a record to submit to arbitration...is void, enforceable and irrevocable except upon a ground that exists at law or in equity for revoking a contract.” Also, NC Case Law says “although the FAA requires doubts to be resolved in favor of arbitration, the existence of an agreement to arbitrate is governed by State Common Contract Formation Principles.” See Capps v. Blondence!

G. FIRST INSTANCE FILING COURT SHOULD OF BEEN UPHELD WITH A REMAND; AND WHEN, ALSO, U.S. DISTRICT COURT FAILED TO PROVE IT HAD FULL JURISDICTION ON A STATE TORT INJURY CLAIM

There are grounds to believe that the first instant court (State forum) had rights, here, in allowing remand by law (under 28 USC 1447(c)); or otherwise (at time of first filing)! In fact, it’s the law, itself, not the parties consent, that makes the first instant court filing (under NC Gen. Stat. 1-75.1 & 75.4, for Extended –Arm Law Claim) the established jurisdiction, here! See International Shoe Case, 1945 and 1N. & M. 192; 3 McCord 280; and 1 Call 55 ! With petitioner’s due process rights are satisfied, automatically, by one “sufficient contact” by outside corp. as to “surround or effect”, per Denckla 357, US 235, 78S Ct. 1228, 2L.Ed 1283 (1958)! Furthermore, “The Eleventh Amendment does not bar... the enforcement of The State Sovereignty ...limited by the enforcement provisions of 5 of the Fourteenth amendment.” Meaning “the respondent do not have immunity from Original jurisdiction.” With this the requirement “whether the law be executive, legislative or judicial such enforced is no invasion of State sovereignty.” See Fitzpatrick v. Bitzer, 427, US 445, 446 96S Ct. 2666, 49 L. Ed. 2d, 614 (1976)!

Just as importantly, the U.S. District Court failed to prove they had full jurisdiction where a state tort injury claim, under a private remedy existed! See Merrill Dow Pharm. v. Thompson 478, US 804 (1986) where the U.S. Supreme Court said that "the federal cause of action would not further the underlying purpose of the legislative scheme; and respondents cause of action is subject traditionally relegated to State law [footnote 7]." "In short Congress did not intend a private federal remedy for violations of the statutes that it enacted." With this, also, should take into consideration that Congress strongly disfavors removal of cases under 28 USC 1441(c)! See Am. Fire Co. v. Finn 341, US 6, 10 (1951). Plus, under 1441(a) it says that removal "may be barred by Congress if such prohibitions on removal are expressly stated", such as exclusive State & Citizen Rights to tax and sue, outside corps., respectively. In fact, under International Shoe Co. v. Wash. 326, US 310 66S Ct. 154, 90 L Ed 95, Justice Black in his opinion said that Congress "never intended for Courts to invalidate State or federal laws passed by elected legislature representatives." To do otherwise, per him, would be "judicial deprivation". With this explains why "....the FAA creates no independent federal question jurisdiction." See Moses H. Cone Hosp. v. Mercury Constr. Corp.! In which removals occur only in rare cases, "where the plaintiff's State-law claim is completely exempted by federal law." (and not the case, here, for reasons given above)! See Beneficial Nat'l Bank v. Anderson 559, US 1, 9 (2003)!

Therefore, the U.S. District Court, under 237(a) of Judicial code 28 USC 344(a), infringed on the petitioner's rights under the due process clause of the Fourteenth Amendment; and as to the Commerce Clause! Meaning petitioner's entitlements should have been there, "as long as it doesn't offend traditional notions of fair play; and substantial justice be sufficient and satisfying the demand of due process"! See L. Hand J., in Hutchinson v. Chase & Gilbert 45, F.2d, 139, 141. In turn, it means that the petitioner was entitled to a hearing under State consumer protection laws in his local district court, whether under remand or otherwise! In which falls under NC Gen. Stat. Chapter 75; and where any NC Citizen aggrieved by a corporation, involving interstate commerce (as it relates to tort

violations and tort injury), are entitled to a hearing (for examination and prosecution), respectively, under NC Gen. Stat. 75-10 and 75-15; and where it involves unconscionable means under 75-55; on repeat offenders under 75-8; who violate laws such as 75-1 through 75-4; and which all of the above, fall under 75-1.1 as was established in the original State complaint, on Feb. 10 2017! With, also, NC Gen. Stat. 25-2-302(1) and (2) factors in, here, for unconscionable contract or clause.

III. OTHER REASONS FOR GRANTING WRIT, INVOLVE QUESTIONABLE ACTIONS BY CITIBANK N.A. & AMERICAN ARBITRATION ASSOC., OUTSIDE AND WITHIN THE REALM OF COURT PROCEEDINGS

Citibank N.A., along with the help of the American Arbitration Assoc., have managed, in questionable fashion, to carry out an arbitrator appointment when arbitral matter was to be on hold; and this only further prejudices any potential outcome, when looking at the writ claims already existing! With again, until questions of arbitrability & public policy issues are resolved, no pre-arbitration can occur! Meaning the petitioner is not required to participate in pre-arbitration; or in answering to any arbitrator on any arbitral matter, until a final court ruling has occurred; or until the petitioner has ran his course in seeking court resolve, first! Yet Citibank N.A. with the help of A.A.A. are, already, seeking their second questionable pre-arbitration hearing conference! In fact, in their July 26, 2017 Conference carried out, it was only made known to the petitioner on the date and time, 3 days after it, actually, occurred! With the more recent scheduled pre-arbitration hearing conference scheduled for Dec. 19, 2017, conflicts with A.A.A.'s claim of putting pre-arbitration on hold, while the petitioner seeks writ with this court, in response to the Oct. 2, 2017 Circuit Court of Appeals Ruling! Yet A.A.A. came back two months later, on Dec. 8, 2017 in setting up this other questionable conference for Dec. 19, 2017, when the Supreme Court matter hasn't expired for filing of writ! Plus, imposing on petitioner, who was in the late stages of getting this writ out! To further put A.A.A.'s (including Citibank's) motives in question, in this matter, both of them provided (almost a month earlier) copies of emails, on Nov. 15, 2017, where A.A.A. was making an inquiry with Citibank N.A. about whether a

Fourth Circuit Court of Appeals Decision had been made; and Citibank N.A., at the same time, providing email attachment copy of the circuit court of appeals decision! When, again, both of them already knew the court status, when petitioner emailed them both about it, over two months ago! Therefore, for A.A.A. to wait two months to decide, now, that they wanted to reverse their position on having a hold on arbitration matters, puts them in serious question. Plus, it shows, in repeated fashion (as presented here and elsewhere in writ), that they can't be trusted; and to assume that an arbitration ruling would be final and no review with the court would be maddening! Nevertheless, A.A.A. and even Citibank N.A., are bound to an agreement made between petitioner and A.A.A. over two months ago, on the hold status, so petitioner can carry out his writ! Plus, this arbitration process needed to be put on hold, anyway, for other reasons given in writ!

Finally, Citibank N.A. claims that an arbitrator appointment has to be upheld, carries no weight given the claims presented in writ (and as explained further below, too)! Furthermore, Citibank N.A., per appointed arbitrator, have gotten themselves in another dispute with two of their ex-employees; and where these ex-employees are saying they were fired, as it relates to the petitioner case matter! In which would imply or give further credence to petitioner's claim on Citibank N.A.! Yet, these two ex-employee weren't the ones the petitioner mentioned or focused on in his complaint against Citibank N.A.! When in fact, the focus was on Citibank N.A. President Office Reps., in Sioux Falls, SD; not ex-employees, in NJ and SC! With the Petitioner, as presented in writ, never agreed to, nor would agree to such obscured harsh arbitral contract terms; and when only fully or clearly known, after Citibank N.A. provided their June 29, 2017 Informal Appeal Brief! With it still requires court review and/or reconsideration as again for, overall, reasons given in writ! Then when factoring in, Citibank N.A. interfering with the court proceedings, by much delaying petitioner, in getting copies of (Citibank N.A.) briefs, etc. filed with the courts, on several occasions, it further puts into question Citibank N.A. & A.A.A. efforts in their pre-arbitration proceedings carried out on the sidelines! With it, obviously,

done by design, in deterring any legal efforts by petitioner! For instance, where Citibank N.A. made the petitioner wait 7 days (when two days at the max. needed) to get a copy of their (Citibank N.A.) June 29, 2017 Informal Appeals Brief, when the appeal court only allowed 7 days for the petitioner to respond! With this being the brief that was not only voluminous; but having other pertinent one-sided arbitral contract terms, etc. that were obscured or not clearly made known to petitioner beforehand, in the lower federal court! With petitioner made quite a few efforts to get both Citibank N.A. and even A.A.A., through Citibank N.A. and otherwise, to put these arbitral matters on hold! Therefore, this court have reasons to grant this writ; as to **Part III**; and, absolutely, elsewhere in writ!

IV. FEDERALISM PURPORTS NATIONAL INTERESTS: WITH IT SHOULD FAVOR THE CONSUMERS, WHEN SELECTION FORUM CLAUSES CONFLICT WITH STATE CONSUMER PROTECTION LAWS:

A. PURPOSE AND BASIS EXIST VIA CASE LAW, ETC., IN STRIKING DOWN UNCONSCIONABLE CLAUSES

Under the Federal Court System, when a selection forum clause conflicts with State consumer protection laws, it gives grounds for the federal courts to look to State consumer protection laws (for State selection forum; and their proper law). Instead, in many cases, the courts don't adhere to **Public Policy**! In turn, it allows "the principles of individual autonomy" to be at odds with federalism; and at the same time denying the States their entitlements to protect their own citizens.

With the focus, here, should at least be on personal injury claims that are the result of abusive one-sided adhesion contracts! As even the Supreme Court has made this clear under **The M/S Bremen v. Zapata Off-Shore Case**! In which helped to pave the way for forum selection clauses to be challenged by consumers; and in invalidating them when found to be "unreasonable under the circumstance." In fact, the Supreme Court "recognized that the interests of protecting and preserving human life weigh heavily when compared with that of protecting the economic integrity of various entities." **See, also, Karayanni, Supra Note 104 at 1040.** With the Classic Jane Doe Case, involving the Supreme Court

of Illinois, who had struck down Match.Com's grossly one-sided and oppressive forum selection clause! In fact, just as in the First National Bank Case, the Illinois Supreme Court also, cited The Restatement (Second) of Conflict Laws 187(2), in prohibiting the "rely{ing} on foreign law to enforce a contract that is illegal in forum, and Illinois {as other states} has the stronger interest in the outcome of the controversy". With the Restatement said "The law of the State chosen by parties to govern their contractual rights and duties will be applied...unless... application of the law of the chosen State would be contrary to fundamental policy of a State which has a materially greater interest than the chosen State in the determination of the particular issue; and which, under rule of 188, would be the State of the applicable law in the absence of an effective choice by the parties."

With these findings mentioned (in Section IV. Part A.), reinforces what both federal and State courts have already acknowledged that the "presumption" of forum selection clauses are not always "absolute." See Karyanna, Supra note 104, at 1017-20 {citations omitted}. In fact, a forum selection clause "may be void if they were obtained by fraud, undue influence or unconscionable means." See M/S Bremer v. Zapata Off-Shore Co. 407 US 1, 13-15 (1972); Phillips v. Audio Active Ltd., 494 F.3d 378, 384 (2nd Cir. 2007). With other grounds would be where "designated forum was so substantially inconvenient or unfair that it would deprive the plaintiff of his or her 'day in court.'" See Gamayo v. Match.Com LLC. With another reason why courts don't enforce forum selection clauses would be "if enforcement would contravene a strong public policy of the forum, in which suit is brought, whether declared by statute or judicial decision." With most federal & State courts concur that there are Public Policy Exceptions, in not allowing an enforcement of selection forum clause. See Scenture Creations Inc. V. Long 756 N.E. 2d 451, 456-7 (ILL. App. Ct. 2001) (Citing McAllister v. Smith 17 IL. 328, 334 (1856) (noting that the IL. Supreme Court has held that forum selection clauses are invalid or unenforceable if they are deemed to be "contrary to public policy of the local government.")). In fact, some courts have" held that anti-waiver provisions in State statutes invalidate forum selection

clauses.” See e.g. Hall v. Super, ct. 197 Cal. Reporter 757, 762 (Cal. Ct. App. 1983 (omitted citations)).

B. STATE AND INDIVIDUAL RIGHTS GROUNDED IN FEDERALISM AND THE U.S. CONSTITUTION GIVE FURTHER REASONS FOR UPHOLDING STATE PROTECTION LAWS OVER SOME ARBITRATION CLAUSES

It is only fitting, under the Principles of Federalism and the U.S. Constitution, that States should have guaranteed rights & entitlements, in order to protect the personal welfare of its own citizens! Because the State courts & their consumer protection laws are the only way to “level the playing field”! In fact, “... States should be provided the means to enforce those {consumer protection} laws, absent federal legislation to the contrary.”; and that “...by providing consumers with fee-shifting, punitive damages and attainable benchmarks for establishing liability.” See Taleh, Supra note 235, at 526. With this especially the case, in certain kinds of situations, where scrupulous and highly sophisticated corporations (via “repeat player” status) are able to circumvent consumer protection laws, in favor of their “oppressive” and grossly one-sided adhesion contracts! In fact, they are almost guaranteed to block out very unsophisticated consumers, in having their “day in court”! In turn, this gives more grounds to involve the State courts; and more so, if the “State courts are likely to be more familiar with” and therefore “more protective of their own State policies and laws.” See Moberly & Burr, Supra note 105 at 306-07. In fact, “law arises out of the need to address distinctly local problems”! See Cove, Supra Note 156, 5.1 (Citing the FEDERALIST No. 32) (Alexander Hamilton). Also, despite conflicts within the court system; the **Public Policy Exceptions** will continue to be carried out, until Congress says otherwise! See Lee, Supra Note 96 at 681 (explaining that “{w}ith no federal statute that pre-exempts State law on forum selection clauses” defendants will have “no recourse”; despite any agreement they made with the plaintiff, to resolve their disputes in a specific forum”).

With all of the above are only proper, in fulfilling what Alexander Hamilton’s Federalist Papers says, “If {the peoples} rights are invaded by either, they can make use of the other as the instrument of

readdress." See the Federalist No. 28 at *3 (Alexander Hamilton) (available at Westlaw, 1788 WL460). Yet it, also, requires the fulfilling of another purpose of **Federalism**; and that being the need to protect "the local autonomy of the States". See Joseph C. Cove, the Relationship between the Federal Government and Local Government, 5 MASS. CONTINUING LEGAL EDUC. 1, 5.1 (2012) (CITING THE FEDERALIST No. 32) (Alexander Hamilton). In fact, "the framers of the U.S. Constitution", had in mind for the States to be "the principal lawmakers in the federal system when it comes to domestic issues." {as even found under the Tenth Amendment & Fourteenth Amendment} See Katz, Supra Note 145 at 10! With, even, this court (the U.S. Supreme Court), has facilitated a means in having a balance within the "Nation-State Relationship in our Federal System.!" With this happens by this court allowing "the freedom provided to the States to serve as a laboratory", in which the States "try novel social and economic experiments." See id at 50 Testing New State Ice Co. v. Liebmann 285, US 262, 280 (1932) (Brandeis, J. dissenting).

Therefore, this (Supreme) court has left it up to each of the states to decide for itself, the proper "mix" for their own consumer protection laws. Otherwise, "the federal balance is upset." See Woodward, Find the Contracts, Supra Note 144 at 45; and Id at 40, 45. With this explains why there are no mandatory federal legislation to enforce forum selection clauses! In fact "...the United States does not have a single comprehensive code outlining its protection laws." See Crane, Eichenseer & Glazer, Supra Note 165 at 305.

C. PUBLIC POLICY LOOKS TO THE CONTEXT OF FORUM SELECTION CLAUSES AND OTHER RELATED MEANS ULTIZED BY SOME CONTRACT MAKERS, IN A NEED TO PROTECT THE CONSUMERS

While federalism, normally, has to uphold "economic efficiency" and "freedom of contract", it also, needs to weigh in the balance, other matter, when applying statutes. For instance, when the question of arbitrability matters arise, the courts "must decide whether to implement a certain norm aimed at

protecting the physical integrity of humans or one aimed at protecting economic welfare, preference should be given to the former.” See id, under Karayanni, Supra, Note 104, at 1040.

With the Courts would, also, have to factor in, other things. For instance the “type of parties” involved in the agreement; and “the circumstances” at the time agreement made; as well as to the “nature of the dispute”! Then there is, also, a need to realize that there is a big difference between “contracts of adhesion” and those other contracts “freely negotiated”. In which the former, is a “take-it-or-leave-it”, and, usually, drafted by the “business entity” See Andrew A. Schwartz, Consumer Contract Exchange and the Problem of Adhesion 28, Yale, J. on REG. 313, 346 (2011). With this, significant, since there is no “contemplation”, involved in such a contract; and esp. in “click-wrap agreements” like the “Match.Com Agreement”. In turn, it gives reason to believe that it “diminishes” the “justification” for enforceability of said contract, when factoring in “Public Policy”. With this would have to tip in favor of a consumer, when, further, reason to believe that the adhesion contract was not “accepted knowingly and voluntarily (and for consideration).”! Also, it is “unsurprisingly” to find that consumers, usually, don’t read the contract! With agreements, usually, “excessively long”; contain “legalese”; and “small print” makes it hard to read and understand. See Lucille M. Ponte – A Bad Wrap? Unconscionability in Click-Wrap Dispute Resolution Clauses And A Proposal For Improving The Quality Of These Consumer Products, 26 Ohio State, J. on Disp. RESOL. 119, 160-61 (2011).

Also, corporations, like the credit card lender, in the legal process have a “huge advantage” as “repeat player”, in a “resolution dispute.” See Shauhin Talesh, “How the “Haves” come out ahead in the Twenty-first Century, 62, DEPAUL L. REV. 519, 519 (2013)! In that they have “Superior economic power and resources, enjoying economics of scale, and, through repetitive interactions, can develop friendly and cooperative relationships with Court officials and the Courts.” Also, consumers tend to be “one-shotters”, while businesses “engage in litigation with long-term considerations; and try to

shape the development of the law through court procedure.” See id at 523-24. With “repeat players” go beyond just the “immediate financial stakes” of claim at hand!, at Id.! In fact, “they play the odds in their favor by settling cases that would create adverse precedent and litigating cases that will likely create rules promoting their interest.”, at Id. Also, “unlike consumers, large businesses have the money and resources to hire lobby groups to influence Federal and State legislation.” See Interview by Playmaker.Com and Tech. at ILL. Inst. of Tech (June 12, 2013). With Lori Andrews, Director, Inst. for Sci. Law and Tech at ILL. Inst. of Tech (June 12, 2013).

V. CONCLUSION

Therefore, the petitioner is requesting this court to grant this writ, as 9 USC 2, says that where any questions of arbitrability exist, it must be resolved before any arbitration can even be considered as acceptable! Furthermore, Citibank N.A., clearly, hasn’t passed the test of “good faith” and “fair dealings” under the “implied covenant”! With **principles of federalism** apply, here, under Public Policy Exemption - M/S Breman v. Zapata Off-Shore Co 407, US 1, 13-15 (1972)! It, also, applies to a petitioner stripped of his claim without review; due to a questionable U.S. District Court Ruling; and questionable pre-arbitration proceedings! Therefore, this petitioner is entitled to due process, under 237(a) of Judicial Code 28 USC 344(a)! See L. Hand J., in Hutchinson v. Chase and Gilbert 45, F.2, 139,141!

Randall Patrick

RANDALL PATRICK

PLAINTIFF PRO SE/PETITIONER

12/12/2017

DATE SIGNED

UNITED STATES SUPREME COURT

WASHINGTON D.C.

CERTIORARI WRIT IN RESPONSE TO FOURTH CIRCUIT COURT DECISION

RANDALL PATRICK , AS PETITIONER

APPEAL# CV 17-1663

V.

CITIBANK N.A., AS RESPONDENT

DEC. 12, 2017

COVER SHEET FOR APPENDICES

1. OCT. 2, 2017 DATED FOURTH CIRCUIT COURT OF APPEALS – JUGDMENT, NON-OPINION, ETC.

UNDER APPENDIX C, APP. 1 (1a)

2. APR. 26, 2017 DATED U.S. DISTRICT COURT ORDER, MIDDLE DISTRICT OF NC

UNDER APPENDIX C, APP. 2 (2a)

Randall Patrick

RANDALL PATRICK, PETITIONER

12/12/2017

DATE SIGNED