

No.

In the Supreme Court of the United States

WEI ZHOU, PETITIONER

v.

MARQUETTE UNIVERSITY, RESPONDENT

*ON PETITION FOR A WRIT OF CERTIORARI
TO THE UNITED STATES COURT OF APPEALS
FOR THE SEVENTH CIRCUIT*

PETITION FOR A WRIT OF CERTIORARI

WEI ZHOU

PRO SE

Leshanshi Shizhongqu Xiaobalu 613 Hao

Laiyinshuian 25 Zhuang 3 Danyuan 11-1

Sichuan Province 614000

China

(0833) 2443863

18381520237

QUESTION PRESENTED

Does any law of the United States permit any United States Court of Appeals to violate any statute of the United States?

In this case, the United States Court of Appeals for the Seventh Circuit violates 28 U.S.C. § 1332 which has been confirmed by both the Federal Government of the United States and the Chicago Immigration Court.

LIST OF PARTIES

The parties are Wei Zhou as the petitioner and Marquette University or Dr. Peter Jones as the respondent.

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IN THE SUPREME COURT OF THE UNITED STATES

PETITION FOR A WRIT OF CERTIORARI

Petitioner Wei Zhou respectfully prays that a writ of certiorari issue to review the final judgment of the United States Court of Appeals for the Seventh Circuit (the “seventh circuit”) in this case.

OPINIONS BELOW

The final judgment of the seventh circuit appears at Appendix A to the petition and is unpublished. The final judgment of the United States District Court for the Eastern District of Wisconsin (the “district court”) appears at Appendix B to the petition and is unpublished.

JURISDICTION

The final judgment of the seventh circuit was entered on January 19, 2018. The jurisdiction of this Court is invoked under 28 U.S.C. § 1254: Cases in the courts of appeals may be reviewed by the Supreme Court by the following methods: (1). By writ of certiorari granted upon the petition of any party to any civil or criminal case, before or after rendition of the judgment or decree.

CONSTITUTIONAL AND STATUTORY PROVISIONS INVOLVED

The seventh circuit has directly or indirectly violated the following

constitutional or statutory provisions:

1. 28 U.S.C. § 1332: (a) The district courts shall have original jurisdiction of all civil actions where the matter in controversy exceeds the sum or value of \$75,000, exclusive of interest and costs, and is between — (1) ...; (2) citizens of a state and citizens or subjects of a foreign state, except that the district courts shall not have original jurisdiction under this subsection of an action between citizens of a state and citizens or subjects of a foreign state who are lawfully admitted for permanent residence in the United States and are domiciled in the same state.

2. 18 U.S.C. § 1621 - Perjury Generally: Whoever — (1) having taken an oath before a competent tribunal, officer, or person, in any case in which a law of the United States authorizes an oath to be administered, that he will testify, declare, depose, or certify truly, or that any written testimony, declaration, deposition, or certificate by him subscribed, is true, willfully and contrary to such oath states or subscribes any material matter which he does not believe to be true; or (2) in any declaration, certificate, verification, or statement under penalty of perjury as permitted under section 1746 of title 28, United States Code, willfully subscribes as true any material matter which he does not believe to be true; is guilty of perjury and shall, except as otherwise expressly provided by law, be fined under this title or imprisoned not more than five years, or both. This section is applicable whether the statement or subscription is made within or

without the United States.

3. The Judicial Power Clause of the Article III of the Constitution of the United States (the "Constitution"): The judicial power of the United States, shall be vested in one Supreme Court, and in such inferior courts as the Congress may from time to time ordain and establish. ...The judicial power shall extend to all cases, in law and equity, arising under this Constitution, the laws of the United States, and treaties made, or which shall be made, under their authorities; ... — to controversies between ...; — between ... and between a state, or the citizens thereof, and foreign states, citizens or subjects.

4. The Due Process Clause of the Fifth Amendment of the Constitution: No person shall ...; nor shall any person be subject for the same offence to be twice put in jeopardy of life or limb; nor shall be compelled in any criminal case to be a witness against himself; nor be deprived of life, liberty, or property, without due process of law; ...

5. The Due Process Clause of the Fourteenth Amendment of the Constitution: No state shall ...; nor shall any state deprive any person of life, liberty, or property, without due process of law; nor deny to any person within its jurisdiction the equal protection of the law.

6. 28 U.S.C. § 1331: The district courts shall have original jurisdiction of all civil actions arising under the Constitution, laws, or treaties of the United States.

STATEMENT OF THE CASE

On January 19, 2018, the petitioner filed the Motion to Recall the Mandate with the seventh circuit requesting it to have its December 5, 2008 order agreeing that the district court did not have jurisdiction over this case and so properly dismissed it, see appendix C, reversed since both the Federal Government of the United States (the "Federal Government") and the Chicago Immigration Court have confirmed that the petitioner has been a Chinese citizen having had no permanent residence status of the United States since born, as the petitioner self has stated over and over, and so they have confirmed that the diversity jurisdiction has been established since this case was filed with the district court and thus they have confirmed that the district court has had jurisdiction over this case under 28 U.S.C. § 1332 but the Motion was denied on the same day.

Therefore, this case presents a pressing issue that the seventh circuit has intentionally violated 28 U.S.C. § 1332 since it refused to have its December 5, 2008 order reversed in the circumstance that both the Federal Government and the Chicago Immigration Court had confirmed that such an order violated 28 U.S.C. § 1332.

I. Marquette University Or Dr. Jones Has Not Only Breached The Contract But Also Violated The Petitioner's Freedom And The Relevant Rights Over And Over.

The petitioner entered Marquette University (the "university") for a Ph.

D in August 2001, the three-part doctoral qualification exam called preliminary exam was required to complete in two years, the three parts of the petitioner were Algebra, Analysis and Semigroup in which Algebra was the prerequisite of Semigroup, although two chances were possible, the course of every part would take one year to finish and so taking any test before the end of the second year study was not necessary, especially, taking any test before the beginning of the second year study was not necessary at all since the exam was not standardized. However, the petitioner took the Analysis test and the Semigroup test before the beginning of his second year study, even so, he passed Analysis and the Graduate Chair Dr. Krenz told him that he had done a very good job in the Semigroup test but his adviser Dr. Pastijn wanted him to learn more and so he should take it again and Dr. Krenz said to him: "If you can do a little bit more, or, finish three or four completely, you can pass." to which the petitioner accepted. Further, Dr. Krenz also encouraged him to learn more and tried to pass it the next year for which the petitioner appreciated.

After finishing his second year study, the petitioner took the Algebra test and Semigroup test, however, not long after the tests, Dr. Jones who was a full professor majoring in Algebra or Semigroup and the Department Chair suddenly said to him: "You may change adviser." Although understanding it, the petitioner had not responded. A few days later, Dr. Krenz orally informed him that he had passed Semigroup but not passed Algebra.

However, the petitioner thought that he should have passed Algebra and then followed the process directed by Dr. Krenz to talk to Dr. Jones in which he requested Dr. Jones to give him a solution to have it confirmed, but Dr. Jones never discussed Algebra while said and insisted that he had not passed Semigroup, further, in the subsequent debates, Dr. Jones asked him: "No partial credits?" and said: "Three or four means four." which manifested that Dr. Jones thought that his three proofs of Algebra had already been correct or complete, but later, Dr. Jones informed him that the Algebra committee of the three members, including Dr. Pastijn, had made a comment in writing that his two proofs were very good but the other had not been complete for the problem: Determine the Galois Group of Polynomial $x^4 + x^3 + x^2 + 1$. Then, the petitioner repeatedly requested Dr. Jones to give him a solution to have it confirmed but Dr. Jones still did not do so while insisted that he had not passed Semigroup and then Dr. Jones menacingly and repeatedly requested him not to contact anybody else of the department.

In August 2004, the petitioner had to retain Attorney Albrecht to try to achieve a resolution and then Attorney Albrecht, the General Counsel Bauer of the university, Dr. Jones and the petitioner had a conference in which Attorney Albrecht and the petitioner again requested Dr. Jones to give them a solution of the disputed Algebra proof and pointed out that if the petitioner had failed Semigroup, then at least he should have been

informed in writing, further, since Dr. Jones had wished to be his adviser then it was only possible that he had passed it. But Dr. Jones still did not give them any solution of the disputed Algebra proof while Dr. Jones and the General Counsel Bauer gave them a copy of an official document to show that the petitioner had been written notice, however, it happened that the petitioner just got a very similar document not long ago from the copy clerk when he asked her for a copy of his transcripts from his file, after comparing the two documents, he found that the copy provided by Dr. Jones and the General Counsel Bauer was from the original whose material had been altered. Although not exactly knowing how the forgery had happened, the petitioner strongly believed that Dr. Jones had been directly involved in such a forgery while the General Counsel Bauer had believed him too much.

The lawyers of both parties then requested Dr. Jones and the petitioner to negotiate directly and so the petitioner brought the forms in which he had filled the name of Dr. Pastijn in the adviser columns, however, when seeing them, Dr. Jones was so angry that he directly requested the petitioner to have the name changed to his name, the petitioner had to do so and accept that Dr. Jones would be his adviser. Then, the petitioner was requested to sign the following:

AGREEMENT

Marquette University and Wei Zhou ("Zhou") agree as follows:

1. That the Mathematics Department of Marquette University (the "Department") will complete a continuous enrollment form for Zhou for this fall semester and has agreed to allow Zhou to complete an essay to fulfill the requirements of the enrollment. Zhou agrees and understands that he will complete this essay to satisfaction of the department in order to graduate with a master's degree.

2. That this enrollment and essay will allow Zhou to complete the requirements of the master's degree and that Zhou will apply for, and graduate with, that master's degree this year.

3. That Zhou's acceptance of this continuous enrollment status and his agreement to graduate with a master's degree this year constitutes his acknowledgment and understanding of the fact that he is no longer enrolled in the Department's doctoral program at Marquette University and that there will be no reconsideration of that decision by Marquette University.

4. That Zhou shall have no further contact with anyone in the Department, other than Dr. Jones, and that Zhou will have no further communication with Dr. Jones, or anyone else at Marquette University, about the decision of Marquette University, or any reconsideration of that decision, to terminate Zhou from the doctoral program. Both Parties agree that this paragraph is not intended to prevent Zhou from contacting Dr. Jones about unrelated matters, such as requests for references and/or

Zhou's application to other academic program at Marquette University.

Signature_____

Signature_____

Date_____

Date_____

Of course, the petitioner never wanted to do so but the enrollment system for foreign students would be closed soon, if no enrollment before it was closed, the petitioner would violate the law of the United States which was the last thing that he wanted to do and so he had to sign it two days before the deadline and then Dr. Jones signed it too. However, Dr. Jones then kept complaining how the petitioner would sign such an Agreement and saying that he was the Chair and so he never wanted to sign it too, even more firmly. Therefore, although the Agreement was signed by both parties, it was not agreed by any party, further, although Dr. Jones ever told the petitioner that he no longer could pursue a Ph.D. but could work towards a Master's degree instead, Dr. Jones had indirectly or directly tried to be his adviser.

In 2007, the petitioner retained Attorney Cross. In her letter to Attorney Kipfmuehler of the university, she pointed out: "I am in receipt of your letter to our law firm regarding Mr. Wei Zhou. I have met with Wei Zhou and go over the contents of your letter with him. Quite frankly, I have advised him, and strongly believe that he may have a good contract claim against Marquette University and is well within his time limitation." Indeed, both the official requirement of Dr. Krenz and the acceptance of

the petitioner had already constituted a contract that should have been enforced while the Agreement was another one that should have been voided. However, once such a contract is enforced, such an Agreement will be voided automatically.

It was clear that Dr. Jones had known that the petitioner never wanted to sign the Agreement and the enrollment system for foreign students was to be closed soon but still requested him to sign it and Dr. Jones had menacingly and repeatedly requested him not to contact anybody else of the department and so Dr. Jones has violated his freedom and the relevant rights.

Although the district court dismissed such a case and the seventh circuit issued its December 5, 2008 order, the petitioner has never stopped his pursuing this case and the following new findings are found:

1. Dr. Jones had not known how to do the Algebra problem which forced him to intentionally say that the petitioner did not pass Semigroup or intentionally breach the contract.

In 2009, the petitioner had to sue the university for its breach of contract in the Milwaukee County Circuit Court and then the court ordered to have the disputed Algebra proof reviewed by some other expert and so the petitioner asked Dr. Isaacs who was a full professor of UW-Madison and famous to have a look at it thoroughly. However, Dr. Isaacs repeatedly said that he had not known how to solve it in general but got the answer S_4 by

asking computer and then in March 2010, he said that he had known how to do it and emailed his proof got by using the theorem of the Algebra book written by himself to the petitioner. Although never knowing the theorem before, the petitioner wrote a proof to him after reading his book by the petitioner self and then he affirmed that the petitioner had already given the solution but reviewing his proof, the petitioner found that it was wrong. What had happened was so weird that it was concluded that Dr. Jones had not known how to do the Algebra problem which forced him to intentionally say that the petitioner did not pass Semigroup or intentionally breach the contract. The solution written by the petitioner was filed with the court timely while a copy of the solution had been sent to every member of the Algebra committee, Dr. Jones, Dr. Krenz, the General Counsel Bauer, Attorney Kipfmuehler and the others respectively before the filling.

2. The negative comment of the Algebra committee on the disputed Algebra proof is not appropriate and so should be reversed.

Although the Algebra committee regards the petitioner's proof on the Galois Group as incomplete by its comment, it was done in the special circumstance that the theorem needed for the solution had not been talked while the solution could not be achieved only by the theorems talked, even so, the petitioner had written all the possibilities by the theorems talked and finally he has written the solution after reading the Algebra book written by Dr. Isaacs and so the proof should have been regarded as

complete for such a special circumstance and therefore the comment is not appropriate. For example, before the imaginary number i is talked, the factorization $x^4-1 = (x^2+1)(x+1)(x-1)$ has already been complete although finally only the factorization $x^4-1 = (x+i)(x-i)(x+1)(x-1)$ is complete.

Therefore, the negative comment of the Algebra committee on the disputed Algebra proof is not appropriate and so should be reversed.

3. The university has not only breached the contract but also violated the petitioner's freedom and the relevant rights over and over.

Although the petitioner never expected that Dr. Jones had not known how to do the Algebra problem, such a fact was confirmed by Dr. Isaacs and so about in October 2010, by phone, when Dr. Krenz who had been the Department Chair asked him whom he wanted to be his adviser, he had to change his mind and then definitely replied: Dr. Pastijn. However, soon after that phone conversation, the Restraining Order against the petitioner was filed with the Milwaukee County Circuit Court by the university and then granted.

Although knowing that the Restraining Order was invalid for any contact for legitimate purpose, the petitioner had not contacted anybody of the university until some day somebody of the university contacted him first and then he again requested the university to have the contract fulfilled by phone or email and only by phone or email, however, after being accused of violating the Restraining Order by the university, from January

2011 to February 2014, the petitioner was put in jail five times and mental hospital once where he had to take the medicines against his will by Wisconsin Government through the officers of the Office of the Milwaukee County District Attorney for violating the Restraining Order or by the Federal Government through the officers of the Milwaukee branch of the United States Department of Homeland Security for violating the Restraining Order and losing legal status, total time for more than ten months, his driver license was seized over and over and house was searched by the Federal Government through the officers of the Milwaukee branch of the United States Department of Homeland Security without warrant or consent, further, he had to report to the related departments of Wisconsin Government where he had to take the nonsense drug test or the Milwaukee branch of the United States Department of Homeland Security at the required time and finally he was deported and so the university, through the both governments misled, has violated the Due Process Clauses of the Constitution.

Therefore, the university has not only breached the contract but also violated the petitioner's freedom and the relevant rights over and over.

II. The Contract Should Be Enforced.

Since the petitioner met the official requirement of Dr. Krenz while Dr. Jones, as a full professor majoring in Algebra or Semigroup and the Department Chair then, had not been capable of doing so and therefore the

contract should be enforced.

III. The University Or Dr. Jones Perjured In Both The Seventh Circuit And The District Court That The Petitioner Had Been A Permanent Resident Of The United States Which Has Been Partly Confirmed By Both The Federal Government And The Chicago Immigration Court.

1. The university or Dr. Jones perjured in both the seventh circuit and the district court that the petitioner had been a permanent resident of the United States which has violated 18 U.S.C. § 1621.

The university intentionally said in both the seventh circuit and the district court that the petitioner had been a permanent resident of the United States by its signed Brief or Affidavits after clearly knowing that he had been a Chinese citizen having had no permanent residence status of the United States since born for the purpose that prevented this case from litigating. Since the university had directly managed the petitioner's status at least from August 2001 to January 2006 and so it not only had clearly known that he had been a Chinese citizen having had no permanent residence status of the United States since born before 2006 but also has held the necessary information on him such as his social security number that might check his status directly with the Immigration Department that is now called the United States Department of Homeland Security by internet or any other possible way at any time to make sure whether his

status had been adjusted, especially, Dr. Jones, as the Department Chair or the defendant or the appellee or the respondent and an immigrant, not only has had such information but also clearly known the process that might check the status, further, he has also clearly known not only that a permanent residence status must be approved by the United States Department of Homeland Security with official document but also that the university or he has never had such a document or any copy of such a document and so the university perjured in both the seventh circuit and the district court that the petitioner had been a permanent resident of the United States which has violated 18 U.S.C. § 1621, further, from which it is also clear that the university has strongly believed that the contract would be enforced once litigated.

2. Both the Federal Government and the Chicago Immigration Court have partly confirmed that the university or Dr. Jones perjured in both the seventh circuit and the district court that the petitioner had been a permanent resident of the United States.

After being charged with illegal status by the Federal Government through the officers of the Chicago branch of the United States Department of Homeland Security, the petitioner was ordered to be removable by the Chicago Immigration Court in November 2011 and finally he was deported to his home country China by the Federal Government through the officers of the Chicago branch of the United

States Department of Homeland Security on February 6, 2014 which has not only confirmed that the petitioner has been a Chinese citizen having had no permanent residence status of the United States since born but also partly confirmed that the university perjured in both the seventh circuit and the district court that the petitioner had been a permanent resident of the United States.

Since Dr. Jones has perjured in both the seventh circuit and the district court and committed the forgery witnessed by Attorney Albrecht and therefore this case is not only a contract case but also a criminal case.

IV. The December 5, 2008 Order Of The Seventh Circuit Violated 28 U.S.C. § 1332 Which Has Been Confirmed By Both The Federal Government And The Chicago Immigration Court And Therefore Should Be Reversed.

Since both the Federal Government and the Chicago Immigration Court have confirmed that the petitioner has been a Chinese citizen having had no permanent residence status of the United States since born and so they have confirmed that the diversity jurisdiction has been established since this case was filed with the district court but the district court has refused to have this case litigated and hence violated 28 U.S.C. § 1332 and thus the December 5, 2008 order of the seventh circuit agreeing that the district court did not have jurisdiction over this case and so properly dismissed it has also violated 28 U.S.C. § 1332 and therefore should be reversed.

V. The January 19, 2018 Order Of The Seventh Circuit As Final Violated 28 U.S.C. § 1332 Which Has Been Confirmed By Both The Federal Government And The Chicago Immigration Court And Therefore Should Be Reviewed.

Since the December 5, 2008 order of the seventh circuit violated 28 U.S.C. § 1332 which has been confirmed by both the Federal Government and the Chicago Immigration Court while the January 19, 2018 order of the seventh circuit as final has refused to have such an order reversed and so the January 19, 2018 order of the seventh circuit violated 28 U.S.C. § 1332 which has been confirmed by both the Federal Government and the Chicago Immigration Court and therefore should be reviewed. Further, both the seventh circuit and the district court have also violated the Judicial Power Clause of the Article III of the Constitution, the Due Process Clauses of the Constitution and 28 U.S.C. § 1331 since they violated 28 U.S.C. § 1332.

REASONS FOR GRANTING THE PETITION

1. This Case Is An Appropriate Vehicle For Exercise Of This Court's Supervisory Power.

Since both the Federal Government and the Chicago Immigration Court have confirmed that the petitioner has been a Chinese citizen having had no permanent residence status of the United States since born and so they

have confirmed that the diversity jurisdiction has been established since this case was filed with the district court and thus they have confirmed that the district court has had jurisdiction over this case under 28 U.S.C. § 1332 and hence they have confirmed that the December 5, 2008 order of the seventh circuit agreeing that the district court did not have jurisdiction over this case and so properly dismissed it violated 28 U.S.C. § 1332 and therefore not only such an order should be reversed but also this case should be litigated following the Federal Rules of Appellate Procedure and the Circuit Rules as requested by the Motion to Recall the Mandate of the petitioner but the seventh circuit has refused to do so by its January 19, 2018 order and hence it has so far departed from the accepted and usual course of judicial proceedings and intentionally violated 28 U.S.C. § 1332 while such a departure and such an intentional violation can be remedied only by this Court' supervisory power and therefore this case is an appropriate vehicle for exercise of this Court's supervisory power for such a purpose and such an exercise is strongly requested again.

**2. Review Is The Only Way To Resolve The Circuit Conflict
Arisen From This Case.**

Since the seventh circuit has intentionally violated 28 U.S.C. § 1332 by its January 19, 2018 order which is never permitted by any law of the United States, especially, by the doctrines of the Chief Justice John Marshall that "We have no more right to decline the exercise of jurisdiction

which is given, than to usurp that which is not given. The one or the other would be treason to the constitution", see *Cohens v. Virginia*, 19 U.S. (6 Wheaton) 264, 387 (1821), that "Courts are the mere instruments of the law, and can will nothing. When they are said to exercise a discretion, it is a mere legal discretion, a discretion to be exercised in discerning the course prescribed by law, and, when that is discerned, it is the duty of the Court to follow it. Judicial power is never exercised for the purpose of giving effect to the will of the Judge; always for the purpose of giving effect to the will of the Legislature; or , in other words, to the will of the law", see *Osborn v. Bank of the United States*, 22 U.S. (9 Wheaton) 738, 866 (1824), and that "We must never forget that it is a constitution we are expounding", see *McCulloch v. Maryland*, 17 U.S. (4 Wheaton) 316, 407 (1819), and so such an intentional violation has split the circuits while only review may have it resolved and therefore review is the only way to resolve the circuit conflict arisen from this case.

3. Review Is The Only Way To Resolve The Conflict Among The Federal Courts, The State Court, The Immigration Court, The State Government And The Federal Government Arisen From This Case And In Such A Review Not Only The Civil Issue But Also The Criminal Issue May Be Resolved.

Since the status of the petitioner has been regarded as a permanent resident of the United States by the seventh circuit and the district court

while regarded as illegal by the Milwaukee County Circuit Court, the Chicago Immigration Court, Wisconsin Government and the Federal Government and so there has existed a conflict among them while only review may have such a conflict resolved and therefore review is the only way to resolve the conflict among the federal courts, the state court, the immigration court, the state government and the federal government arisen from this case and in such a review not only the civil issue but also the criminal issue may be resolved.

4. Review Is The Only Way To Resolve The Conflict Between The Seventh Circuit And This Court Arisen From This Case.

Although the petitioner has petitioned this Court a few times, this Court has never denied his Motion to Proceed in Forma Pauperis, see *Wei Zhou v. Marquette University*, No. 16-8176 of this Court, for instance, and so this Court has decided that this case is neither frivolous nor malicious according to the Rule 39.8 of this Court and therefore this case should be litigated. Since both the Federal Government and the Chicago Immigration Court have confirmed that this case is a federal case and so it should be litigated in the federal courts but the seventh circuit has refused to have it litigated by its January 19, 2018 order and thus such an order has conflicted with the decision of this Court while no other way except review may have such a conflict resolved and therefore review is the only way to resolve the conflict between the seventh circuit and this Court arisen from

this case.

CONCLUSION

The Petition for a Writ of Certiorari should be granted.

Dated at Leshan, Sichuan Province, China, this 6th day of February,
2018, respectfully submitted by

Wei Zhou

Wei Zhou

Pro se

Leshanshi Shizhongqu Xiaobalu 613 Hao,

Laiyinshuan 25 Zhuang 3 Danyuan 11-1,

Sichuan Province, 614000,

China

(0833) 2443863

18381520237