Appeal : 20-6063

NINETH CIRCUIT APPEAL # : 18-16046

IN THE SUPREME COURT OF US

MADHU SAMEER

Appellant and Plaintiff

V

RIGHT MOVE 4 U ET AL

Respondent and Defendant

ORIGINAL

AFTER THE APPEAL IN THE NINTH CIRCUIT

FILED
AUG 21 2020
OFFICE OF THE CLERK
SUPREME COURT, U.S.

Appeal 18-16046

Judgment from Judge Ishii

PETITION FOR WRIT OF CERTIORARI

Petitioner:

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QUESTIONS PRESENTED

In June 2015,a cargo of personal belongings,in good condition are handed over to the agent Right Move 4 U(RM4U)under a contract signed in California,US between *Madhu Sameer* and *Right Move 4 U* for disassembly,packaging at origin Fresno California,moving,assembly and removal of debris at destination Christchurch.(AppF,p.129-131)Parties agree that the goods will be insured for the replacement value of $350,000.

The goods are insufficiently packaged at night into approx.500 boxes,and unprofessionally loaded into a 40 ft container(FIRST CONSIGNMENT)(App F,173-181)and all precautions required for proper insurance are ignored.Forty(40)items are accidentally left behind by RM4U.Sixteen of these are then picked up as SECOND CONSIGNMENT and the agent agrees to pay for freighting these to new Zealand.The agent also offers to pay for carriage of 8 items as checked baggage(THIRD CONSIGNMENT).The shipper is forced to destroy the rest.

RM4U then insures the goods only for $115,000(instead of $350,000)with TALBOT Insurance,at second hand value[1],and uses SHIPCO as the NVOCC to ship the goods to new Zealand.RM4U buys cheap cargo space that stores the cargo on deck without shipper's consent thereby illegally reducing its cost at the shippers expense.

The FIRST CONSIGNMENT,sails to New Zealand from a Californian Port.The on-deck cargo is significantly damaged.Agent RM4U converts the SECOND CONSIGNMENT,and refuses to pay for the carriage of THIRD CONSIGNMENT.

When the FIRST CONSIGNMENT arrives in Christchurch,New Zealand,the local agent of RM4U,CRL tricks Madhu Sameer into signing the customs release,and uses the original BOL prepared in US by SHIPCO to secure delivery orders that are used to move the goods thru NZ Customs to its warehouse.

CRL then finds that 33% of the shipment has been damaged,prepares a new inventory list and arbitrarily characterizes the damaged items as having been packed by the owner(AppF,p.150-163).Goods packed by owner are not covered by Insurance .CRL then conspired with insurance agent TALBOT and RM4U to have the insurance cancelled (AppF,p.177)

CRL and RM4U then inform Madhu Sameer that they had "mistakenly" underquoted for the contract in US,and demand extra money in excess to the contracted price, also stating that they are not responsible for damages by RM4U(p.190).

Given the conversion of the SECOND CONSIGNMENT,Madhu Sameer refuses to pay extra,and seeks mediation through Federal Marine Commission(FMC).CRL and RM4U inform FMC that they are agents of RM4U and will deliver the goods for $667 and will seek the balance from RM4U.

However,once Madhu Sameer pays this amount,CRL demands $4051 more for delivery as per the contract.When this amount is paid,it demands $990 more.When this

[1] A consignment of goods being transported,is,by norm,and by agreement,always insured for its replacement value.

amount is paid,it demands $1100 more.On each occasion,along with the additional payment,CRL demands that Madhu Sameer also sign a waiver of liabilities,remove all negative reviews it has given to the movers,and accept roadside delivery instead of delivery as per contract.Each of these is a precondition for delivery.

Madhu Sameer is denied access to the BOL(BOL).In the absence of BOL,and the terms and conditions outlined therein,Shipper Madhu Sameer sues CRL in New Zealand seeking release of goods.CRL argues that it was never an agent of RM4U,and had entered into a separate contract with Madhu Sameer prior to June 2015 while Madhu Sameer was still in US.CRL presents several forged documents, and makes false representations of facts, and laws to the New Zealand Courts to secure several Judgment against Madhu Sameer,which state that the domestic laws of movement of goods(Carriage of Goods Act)will apply to this international consignment, implying that multimodal transport operator can dissociate itself from the chain of operators, contracy to internation laws, US laws, and NZ laws.

Shipper Madhu Sameer's efforts to claim insurance are also sabotaged as the cartel conspires to cancel the insurance coverage.Subsequently,several other victims of the "gang" RM4U,CRL,SHIPCO,TALBOT come forward with similar stories of being defrauded.

Shipper Madhu Sameer refuses to waive liability for damages,and refuses to remove the negative reviews from the internet,and demands delivery pending money only judgment.Defendants are willing to deliver only if Madhu Sameer waives liabilities, and accepts a roadside delivery, and removes all negative reviews against them from the internet.Defendant CRL refuses to deliver if *any* of these conditions is not met.

Madhu Sameer sues the agents/carriers for the value of the goods in US(this complaint).Since no BOL has been provided,there is no clause incorporating COGSA(p.68-77),which does not become applicable to the periods before loading and post discharge.Therefore,the multimodal carrier is liable for the *entire value* of the shipment under HARTER Act.

To illegally avoid liability,after the shipment has been moved thru customs using SHIPCO's BOL,the Carrier,NVOCC,and the agents CRL,RM4U destroy the original BOL and conspire with container company COSCO.COSCO forges a new *backdated* BOL(p.149).This BOL from COSCO (p.149)lists the container as a single unit,thus limiting the liability for goods to $500 under COGSA(p.68-77)[2].

CRL then claims that it was not a multimodal transport agent,it had no contract with the agent at the origin,produces a forged quote that it claims to have been sent to Madhu Sameer in June 2015 while she was in US.Using these fraudulent schemes and artifices,the lawyers argue that their clients are not liable because Madhu Sameer had entered into a contract with them in June 2015, which was ratified in Aug 2013, and under their

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[2] It must be remembered that the Customs Records and CRL's own documentation show that CRL had used the original BOL # 2114544(p.154 – Arrival Notification)to move the goods thru customs.

purported agreement with Madhu Sameer, the contract was for *domestic movement* within NZ,and therefore they can dissociate from the multimodal chain, and Carriage of Goods Act(COGA)must be used to describe CRL's role.

When a lawsuit is filed in US(this lawsuit), CRL retaliates by filing a fraudulent Notice of Bankruptcy in New Zealand and has the shipper declared bankrupt,seeking over $60,000 in attorney fee and costs(p.223-240).

Over Madhu Sameer's protests,all the goods from FIRST CONSIGNMENT – with replacement value approx.$350,000,and containing items of deep emotional value,are either destroyed,or auctioned for $10,000,without assessment of damages and/or value.SECOND CONSIGNMENT has been totally converted by RM4U.Information since 2015 has been exchanged using phones,and internet servers that are stationed in US or bounced off of servers based in US.Federally insured banks,and banks stationed in US are used for financial transactions related to the alleged fraud.

In the months that follow,at least 120 more cases like these are uncovered,revealing a pattern of similar activities by two or more of these defendants where false advertising and anticompetitive practices are used to lure consumers,the consumers are intentionally underquoted for services,their goods/cargo/household effects are stolen,and/or damaged,consumers are threatened,intimidated,and the rest of the goods are held as ransom to secure additional money,and/or waiver of liabilities and favorable reviews.

These defendants,and some others,have been well organized for at least 6 years,employing various schemes and artifices,engaged in commission of repeated(more than 2)predicate acts that constitute indictable criminal offenses affecting international commerce,collecting unlawful debts,and there is an ongoing threat of continuity.Each defendant uses the funds derived from such illegitimate acts,to fund the operations of the alleged enterprise.

Defendants such offenses,schemes and artifices are the modus operande,used on ***all*** clients departing from US,especially where the cargo is found to be damaged due to unlawful on-deck storage.All ways of limiting the liability of the carrier is prohibited under all international shipping laws,therefore these illegal schemes,including but not limited to Bankruptcy Proceedings,are used to unlawfully evade liability for damages that would normally apply under COGSA(p.68-77),Harter Act(p.67-68),Maritime Transport Act of 1994(NZ)(p.364-368),Hague Rules,and Hague-Visby Rules.These offenses,and offenses like these result in significant injuries to the public and consumer of these services.

The "gang" uses the lack of legal expertise,and lack of "fee shifting" statute of countries like New Zealand to illegally hold litigation in these countries where the victims are then further defrauded and victimized by using political lobbying,and unlawful personal connections,to secure judgments and attorney fee that are essentially illegal,and void,in their favor,as in this case.

TALBOT obstructed an investigation by California Department of Insurance by providing false and fraudulent information to them that Federal Marine Commission had ordered me to pay RM4U and I had refused to pay.

New Zealand government has made several orders and Judgements against me.Each of them is in clear absence of jurisdiction, in violation of US laws COGSA(p.68-77)and HarterAct(p.67-68), and Hague Visby Rules to which it is a signatory.They have deprived me of my constitutional rights under First,Seventh and Eighth and fourteenth Constitutional Amendments to Bill of Rights.

Even if NZ could establish jurisdiction over the dispute, New Zealand is also a signatory to the Hague-Visby amendments of 1979 and routinely breaches this international treaty by treating the international movement of goods as a domestic movement and applying the domestic laws(Carriage of Goods Act)instead of Maritime transport Act of 1994 of New Zealand(p.364-368)to the dispute at hand,which law is a reflection of Hague-Visby Laws.I – and many others like me – are severely injured by such violation of US laws,international treaties and by violation of New Zealand's own laws.The reluctance to respect, enforce international laws and treaties arises from discriminatory animus towards outsiders.Therefore, the government of New Zealand is implicated.

In this instance,three of the eight defendants maliciously,repeatedly evaded service of summons and complaint,providing wrong address and contact details for service.The District Court denied my request for fee waiver,refused to allow substituted service,and barred me from using USM285 services,or services of Marshall.Nevertheless,each defendant was emailed a copy of summons and petition,and therefore had received preliminary Notice of Service.Court dismissed my complaint under FRCP 8,for not being "short and plain".

The questions before this Court are as follows :

1. Is denial of a legitimate request for fee waiver an error invited by the court when defendants are maliciously evading service ?
2. Does FRCP 8 have an inherent conflict with the constitution and common laws ?
3. Which Court – US or NZ-has jurisdiction over the dispute ?
4. Are the Judgments from NZ valid and enforceable,or are they void as a matter of law for lack/excess of jurisdiction,and void for fraud?
5. Which laws-Harter Act(US),Carriage of Goods By Sea Act(US),Insurance(US),Maritime Transport Act of 1994(New Zealand), Carriage of Goods Act(New Zealand),Hague Rules or Hague-Visby Rules(International Treaty),or others-are to be used to determine liability ?
6. Can a multimodal agent like CRL be allowed to dissociate itself from the interconnected chain under the applicable laws identified in #5 ?
7. Which parties are liable for damages to the cargo and how is the individual liability to be apportioned ?
8. Do the actions of these defendants constitute Fraud?
9. Do the actions of these defendants constitute RICO violations?
10. Does the bankruptcy proceeding against me constitute Abuse of Process ?

Once the procedural issues are addressed,most questions are simply extensions of,and derivatives of Question # 3 and 5.The court may choose to address any two or more of the most important of these questions that will facilitate a precedent and hopefully deter international crimes.

LIST OF RELATED CASES

SL	Case #	Description	Status
	In US		
1		Complaint filed with the Insurance Board	Declined due to false representation by TALBOT representatives
2		Mediation in the Federal marine Commission	Failed after defendants repeatedly breached the terms and conditions of agreement
3	1-17-CV-00886 *Sameer v RM4U et al*	Complaint filed in the District Court,Eastern District of California	Dismissed by judge Ishii
4	18-16046 *Sameer v RM4U Et al*	Appeal in the Ninth Circuit – the appeal was not taken,only a statement was taken.	Affirmed;Rehearing denied
5	This petition *Sameer v RM4U Et al*	This Petition in the Supreme Court of US	Pending
	In New Zealand		
1		Complaint filed with the Disputes Tribunal,Christchurch	
2		Complaint Moved To District Court	
3		District Court Orders The Complaint To Be returned To the Disputes Tribunal	
4	CIV-2015-009-001566	Disputes Tribunal Ruling	Defendant To be Paid $9,000
5	civ-2015-009-001566[2017] NZDC 26138	s-50 Appeal in District Court Ruling	Defendant to Be paid $19,000
	2018-009-003662	Private Prosecution Ruling	Permission Denied
6		Bankruptcy Notice Filed By Defendant	Defendant To be Paid 60,000
7		Consignment Liquidated Goods worth $350 sold for $10,000,most purchases by CRL and related people	
8		Bankruptcy	

LIST OF PARTIES TO PROCEEDINGS

All parties do not appear in the caption of the case on the cover page.A list of all parties to the proceeding in the court whose judgment is the subject of this petition is as follows:

Petitioner

1. Madhu Sameer

Defendants

2. Right Move 4 U
3. Michelle Franklin
4. Dylan Cortino
5. Conroy Removals Ltd
6. Fiona Conroy
7. Monica McKinley
8. Shipco Transport Inc
9. Talbot Underwriting Ltd
10. XO Moving Systems Inc

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IN THE SUPREME COURT OF US

PETITION FOR WRIT OF CERTIORARI

OPINIONS BELOW

The decisions denying Petition for Rehearing appears at Appendix A.The Appellate Decision from Ninth Circuit appears at Appendix B.The Decision from District Court appears at Appendix C.

JURISDICTION

The Judgment of the Court of Appeal,Ninth Circuit,was entered on 12/13/2019.A Petition for rehearing was denied on 3/23/2020.This petition is being mailed on or before 21st August,2020. Courts jurisdiction rests on 28 USCS 1254(1).There is also diversity of citizenship and the amount in controversy is in excess of $75,000. The complaint alleges an ongoing conspiracy.Two defendants are citizens of New Zealand.They have substantial business interests in US.Supreme Court has original/exclusive jurisdiction under 28 U.S.Code § 1251(b)(3). Since the complaint was filed in 2017,there are several new judgments and Bankruptcy orders against me from new Zealand Courts (p.204-238)and my cargo,a 40 ft container of personal belongings has had its contents stolen,liquidated or otherwise destroyed.I was declared bankrupt,and have been ordered to pay over $60,000 to Conroy Removals and Court Admin fee(p.223-240).Each of these orders obtained from New Zealand Courts, is in clear absence of jurisdiction.The Department of Justice,Government of New Zealand is to be joined in this suit[3] for damages.Section 1330(a)of the Foreign Sovereign Immunities Act(FSIA)gives federal courts original jurisdiction in personam against foreign states, T**wo defendants are New Zealand citizens.**Supreme Court's original and exclusive jurisdiction rests on 28 U.S.Code § 1251(a).

CONSTITUTIONAL PROVISIONS & STATUTORY LAW

See *Appendix D* for *Constitutional Provisions and Statutory Laws* & for *Federal Rules*,and Appendix E for *Opinions of Other Courts*

STATEMENT OF THE CASE

This Petition arises from a civil suit 1-17-CV-00886 filed in the Eastern District of California,US in 2017,seeking declarative relief,injunctive relief and damages.Defendants are members of the shipping fraternity who were hired in 2015 to transport my personal belongings,with replacement value of over $350,000,from California,US to Christchurch,New Zealand.the consignment was significantly damaged.Therefore defendants conspired between themselves to convert my goods,deprive me of insurance coverage,extort money from me by holding my consignment as hostage,to illegally evade their liabilities under Harter Act(p.67-68),COGSA or other laws.They concealed/destroyed BOL,forged several documents,made

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[3] The legislative history of the FSIA at 1976 U.S.Code Cong.& Ad.News 6614-6618,states in part: "[A]s a general matter,entities which meet the definition of an "agency or instrumentality of a foreign state" could assume a variety of forms,organizations,such as a shipping line or an airline,a steel company,a central bank,an export association,a governmental procurement agency or a **department or ministry which acts and is suable in its own name**.Id.at 6614.

false representations of facts,and laws before various courts in US and in New Zealand,circumventing laws and regulations related to prohibitions on waivers on carriers' liabilities imposed by US laws,and fraudulently obtained Judgments and Bankruptcy orders against me (p.223-238)– all with the purpose of unlawfully evading their liabilities for damage to the cargo.As a consequence,I have direct losses and injuries totaling over $350,000,and I seek consequential and punitive damages of over $2.5m.

Although the entities have legitimate business goals,they periodically come together to engage in predicate acts that fulfil all characteristics of a RICO offense.The undersigned has identified over one hundred and twenty(120)consumers within the past 3 years, who have been scammed by two or more of the defendants named in this suit[4]. The complaint also alleges a conspiracy to deprive me of civil rights under color of law,and that defendants conspired to have me declared bankrupt (p.223-240)with the sole purpose of illegally evading their liabilities.Such acts constitutes Abuse of Process and malicious prosecution.I seek the help of the government of US to punish such crime,establish deterrents and precedents,prevent further crimes of this nature,and compensate this Plaintiff,in that order.

Defendants were represented by powerful cartel of attorneys.My complaint was dismissed by the District Court in preliminary stages,without any consideration of merits and my pro per status,the severity of RICO allegations,threat of continuity,or the limitations imposed by lack of discovery,neither did it construe the complaint liberally.The basis for dismissal cited were:

a) **The complaint did not fulfil the FRCP 8(a)(2)requirement in that it was not a short and plain statement**: This basis is unconstitutionally vague and subjective and therefore cannot form the basis for dismissal.
b) **Defendants were not properly notified/served**: Here 4 out of 10 defendants repeatedly,maliciously evaded service and provided false address[18 USC 1342].The Court arbitrarily denied my fee waiver,and refused to allow substituted service,and these denials barred me from using USM285 for service.
c) **The complaint was beyond amendment after third amendment**: This is untrue.Two amendments to the complaint were made only because new parties were joined to the case.Therefore,there was only one effective amendment made to the contents of complaint.Several more should have been allowed.
d) **The allegations seemed implausible**: Here,the lower Court became the trier of facts,and therefore exceeded their jurisdiction.Allegations of RICO are construed broadly,and the term "implausible" is also constitutionally vague.
e) **The complaint sought excessive damages**: Precise computation of damages is explained in the complaint.The amount of compensation was a matter of fact,to be tried by trier of the fact.

I have consciously decided to proceed pro se at this stage but intend to retain an out of state attorney.The federal questions are of national importance,of public interest,and are raised to create precedents.Other Courts across states and internationally have ruled differently on such issues.Below is a brief background of laws involved:

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[4] See complaint filed by Mohd Rana,relocating from US to Pakistan.(p 241-338).Mr Rana was treated exactly the same manner by RM4U who had teamed up with a set of different players this time.I identified 3 more victims,from UK,who were treated exactly the same by CRL.

A. The Freight Forwarding Industry,Antitrust Laws & the Laws Of Transportation

Shipping is the lifeblood of the world economy,carrying 90% of international trade with 102,194 commercial ships worldwide.In 2016,2017,and again in 2018,global seaborne trade volume was estimated at approximately 11 billion metric tons per annum.(Statistica, Markets, https://www.statista.com/markets/ Retreived 8/17/2020).Of this cargo transport, the relocation industry in US is $25 billion a year.The sector employs more than 122,600 people,predominantly in small business,with 47.8% of industry companies employing less than five people and just 8.5% of industry companies employing 100 or more people.This Petitions affects each one of these employees and organizations.

When US citizens relocate internationally,their household goods have to be disassembled,packed,picked up,and sent to a cargo terminal at the port of origin.Ships are used to freight the cargo to the destination.At the destination,it has to be picked up from the cargo terminal,processed thru regulatory formalities like customs,moved to the local address at destination,unpacked,assembled,and debris and waste removed.A shipment directly from the shipper's place to the destination,is known as a door-to-door shipment,or multimodal transport[5].

Two US laws concurrently govern the transportation of Cargo in international waters.The Harter Act(46 USC 190 et seq.p.67-68)was enacted in 1893.Carriage of Goods Act(COGSA) was enacted 1936 (p.68-77).The Harter Act applies when COGSA does not,or sometimes they apply concurrently.

Both Harter Act(p.67-68)and COGSA(p.68-77))govern multimodal transportation of goods traveling to or from a port of the US ex proprio vigore("by its own force").46 U.S.C.§ 30701 Note §§1,13.They govern the rights and responsibilities between shippers of cargo and ship-owners regarding ocean shipments to and from the US.The Harter Act(p.67-68)differs from COGSA(p.68-77)in several respects:

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[5] Often these prime contractors like CRL retain small time agents like RM4U and SHIPCO for front end marketing to procure business for them.Because of the small size and general insolvency of the small agent,any wrongdoings like antitrust violations(see Sherman Act,Clayton Act,,p.61-66)and contractual violations can go unnoticed without affecting their reputation.These subcontractors also serve to deflect,reduce,or eliminate their liabilities.When these front end agents like RM4U enter into a contract with the innocent customer,be it for a contract for service,for insurance coverage,or for shipping thru a carrier,they insert clauses that would invalidate their liabilities,and then intentionally perform acts that fulfils those exception clauses.Their quotes,and their actions are therefore a farce,to lure unsuspecting customers into their trap,intending to defraud these customers.For example,after securing funds for packing,moving,insurance etc,they intentionally provide substandard packaging,or break up the cargo into smaller parts,or fabricate and fan a dispute where none exists-with the sole intention of fulfilling the exemption criteria under 46 USC 30706(a)(4)(" seizure under legal process"),or(a)(5)(" inherent defect,quality,or vice of the goods;"),(a)(6)"insufficiency of package"(a)(7)"act or omission of the shipper or owner of the goods or their agent".As the documentary evidence reveals in this instance,these steps are repetitive across clients,across contracts,in that this is the ***modus operande***,used by defendants;it is a regular way of doing business for them.Thus,even though the consumer pays for packaging,insurance etc,there is negligible packaging,and these defendants *intentionally* perform acts that would fraudulently enable them to invoke the exception clauses on insurance,or under 46 USC 30709(a)(4)-(a)(7).When cargo is damaged,the small time front end operators like RM4U and small time carrier like SHIPCO can simply destroy the BOL,and shrug off liabilities,as RM4U,SHIPCO did in this instance.The customer opinions and reviews can be manipulated against these third party operators like SHIPCO and RM4U,thereby avoiding bad publicity for prime contractor like CRL.

a) The Harter Act applies to voyages between US ports and voyages between US and foreign ports;COGSA(p.68-77)only applies to the latter.
b) The Harter Act applies from delivery at load port by the shipper to delivery to the consignee at discharge port;COGSA(p.68-77)applies only between loading and unloading,`tackle to tackle'.
c) The Harter Act contains no package limitation;COGSA(P.68-77)limits the carrier's liability to $500 per package.
d) The Harter Act has no statute of limitation;COGSA(P.68-77)requires claims to be brought within one year.
e) Importantly,the shipper and carrier may stipulate that COGSA(P.68-77)or any other law governs the period during which the cargo is in the custody of the carrier,including prior to loading and post discharge,**so long as they do not select a foreign law or forum that would reduce the responsibility of the carrier under COGSA**.

COGSA(P.68-77)was the U.S.enactment of the International Convention Regarding Bills of Lading,or "Hague Rules",an international maritime convention for unification of certain laws relating to bills of lading signed in Brussels in 1925[6].The Hague Rules have been adopted by most of the major maritime nations of the world.[*Vimar Seguros Y Reaseguros S.A.v.M/V Sky Reefer,515 U.S.528,536(1995)*].COGSA(P.68-77)establishes a comprehensive framework of the rights and liabilities by which shippers,vessels and carriers are governed for cargo damage.Id.at 536.

The Congress was concerned that the Hague Rules did not offer shippers enough protection against damage to cargo by shipowners.It amended the Hague Rules by increasing the amount that shipowners would have to pay cargo owners for damage in transit from GBP 100 per package to US$500 per package or,for goods not shipped in packages,per customary freight unit.This "package limitation" is of particular importance in this instance.Shipowners argued to the courts that the pallets and containers were "packages" and that they were entitled to limit their liability to $500 per pallet/container.Here, in this instance, the "packages" were approx.500 boxes, or one container size 10 x 10 x 40 feet(12 m)long or two Twenty Foot Equivalent Units(TEU)].Carriers would label the container as ONE package,and apply the $500 rule,even though the contents of a container may be valued at over $500,000(See the forged COSCO BOL(p.149) shows the container as one Unit).

This imbalance,in the relative bargaining power of cargo owners,and the superior bargaining power of shipowners,and the imbalance between $500 per container and the true value of a shipment led to countless lawsuits over the "package limitation" problem.The rest of the world, including NZ, amended the Hague Rules in 1968 with the Visby Amendments which eliminated the "per package" limitation and substituted a limitation per kilogram,and litigation concerning limitations on liability became virtually non-existent outside the US.Although New Zealand ratified Hague-Visby Amendments into a law(Maritime Transport Act of 1994,AppF.p.364-368),US Congress failed to pass the Visby Amendments to the Hague Rules and the issue of insufficient liability remained in US.

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[6]Former sections 46 U.S.C.§1300 et seq.were recodified in the Note of 46 U.S.C.§30701 in 2006).It was found in Title 46 Appendix of the United States Code,starting at Section 1301,but has been moved to a note in 46 United States Code 30701.[Pub.L.109-304,Sec 6(c),Oct 6,2006,120 State 1516].

Household goods,along with automobiles,yachts,cranes,and heavy construction equipment are not shipped in packages.Therefore,US courts decided that whatever freight unit the shipowner applied would be the freight unit for determining the limitation on liability.In this case, it was 500 “boxes”.Again,seeing an opportunity to limit their liability for cargo damage,shipowners began freighting all cargo by unit,rather than by units of weight or measurement.Consequently,an automobile which might have a volume of 400 cubic feet(15 m^3),or 4 measurement tons,which would previously entitle the carrier to a limitation of $2000,was now freighted as "one automobile" thereby reducing the shipowner's liability from $2000 per automobile to $500.Here, defendants forged a COSCO bill showing the container as a single unit. Such excesses lead to the passage of Carriage Of Goods By Sea Act.

Under COGSA,a carrier who **concludes** multimodal transport contracts;i.e.,contract involving transport by more than one mode of carriage,is characterized as the Multimodal Transport Operator.In this case,the multimodal transport operator was CRL.The liability of the multimodal transport operator like CRL covers the period from the time he takes the goods in his charge to the time of their delivery.The multimodal transport operator is responsible for all damages in the multimodal transport and for the work of all persons and for the acts and omissions of his servants or agents,from the moment when the goods are accepted for transport to the moment when the goods are delivered to the recipient of the goods,including for the damage caused by the loss or damage of the goods as well as the delay in the delivery of the goods while the goods were in the possession of the operator.This means that the operator responds,to the principle of liability under the guilty plea and if he/ she wishes to be released from liability,**he/she must prove that he/she is not guilty of loss,damage,or delay in the delivery of the goods and that the evidence must be compelling,reliable and in writing**.If the goods have not been delivered within 90 consecutive days following the date of delivery,the claimant may treat the goods as lost and the carrier becomes liable for the damage incurred because of a delay,unless the reason for the delay is any fact that excludes the carrier’s liability for the loss of or damage to the thing.**This unity system makes multimodal transport operator responsible person for the entire transport,separately from the contracts of transport branches.**Here, CRL refused to deliver the goods for 90 days unless I agreed to waive liabilities[7], and thus became liable for the value of the entire shipment on Nov 13,2015.the whole charade of storage charges was simply an unlawful scheme, to evade liability under COGSA/Harter Acts.

When the goods are damaged, there is no package limit from Harter Act (p.67-68), but COGSA(P.68-77)permits an ocean carrier to limit its liability to $500 per package,which can substantially reduce a carrier’s liability exposure to pennies on the dollar.**Because of this,ocean carriers extend the reach of COGSA(P.68-77)to their subcontractors and beyond the scope of its usual “tackle to tackle” application**.“Tackle to tackle” is a term of art which means,by its own force,COGSA(P.68-77)applies once the goods pass over the rail of the receiving vessel at loadport and cease once the goods pass over the rail of the discharging vessel at disport.W**hen the shipment carries discrete items,like boxes,the shipper recovers full value because the $500 limitation was applied to each box**.

[7] CRL repeatedly made offers to deliver, *provided* I paid them *more* than I had contracted for, waived all liabilities, and agreed to a roadside delivery, and removed negative reviews that I had given to them.Under duress, I had even agreed to waive liabilities, but I could not agree to roadside delivery, and payment of charges that were not payable.CRL cooked up storage charges to qualify for exception clause.

The NVOCC's BOL usually binds the carrier, and the shipper to COGSA in such cases, and it is assumed that SHIPCO's original BOL, used by CRL to remove the goods thru customs, carried this "agreement" on its face.See sample BOL from SHIPCO(p.143-148).

But,there is an exception of the application of the COGSA(P.68-77)package limit.By its own terms,COGSA(P.68-77)excludes from the definition of "goods" that cargo which is stated in the BOL to be carried on deck and is so carried.46 U.S.C.§30701,Note §1(c)(**Both the Hague and Hague-Visby Rules exclude on-deck cargo from their respective definitions of goods**).Therefore, if the cargo is stored on deck – as it seemed to be here-and suffers extensive damage, COGSA may be binding on the parties, but the COGSA limitation of $500 per unit, is not binding.

Where COGSA(P.68-77)does not apply by the force of its own terms,the parties to a BOL may contractually extend COGSA(P.68-77)beyond its normal parameters,including to on-deck cargo.See *Institute of London Underwriters v.Sea-Land Serv.,Inc.,881 F.2d 761,763-64(9th Cir.1989)(applying COGSA(P.68-77)to yacht carried on deck that was dropped during discharge because the BOL stated[COGSA]shall apply to goods whether carried on or under deck." Id.at 764.)*and *Pannell v.US Lines,263 F.2d 497(2d Cir.1959)(the BOL provided in relevant part that in respect of goods carried on deck,the carrier shall have the benefit of the COGSA,*"notwithstanding Section 1(c)thereof".Id.at 498);see also *SNC S.L.B.v.M/V Newark Bay,111 F.3d 243,245(2d Cir.1997)* and *Colgate Palmolive Co.v.S/S Dart Canada,724 F.2d 313,315(2d Cir.1983),cert.denied,466 U.S.963(1984)*.No such agreement to extend $500 limit to on-deck cargo is evidenced here.

40-foot containers are likened to the hold of a vessel and are typically deemed to be stowed below deck.However,**shippers may request to stow their cargo on deck when ocean carriers charge less freight for on-deck stowage.Because on-deck cargo may face increased exposure to weather and sea-spray during ocean transit,ocean carriers will often clause their bills of lading to reflect the greater risk for physical damage during ocean transit**.The ocean carriers typically will insert language such as "stowed on deck at shipper's risk" on the BOL and then the risk is imputed to the shipper.However,**in absence of such explicit agreement,the risk is imputed to the carrier**[8]-as it was imputable here.

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[8] Ocean carriers have,with limited success,attempted to argue this additional language on the face side of the BOL is sufficient to incorporate by reference the benefit of the COGSA(p.77-87), $500 per package limitation of liability.For example,in[*Deltamax Freight System v.M/V Aristotelis,1998 WL 1110395,1999 A.M.C.1789(C.D.Cal.1998)*],a shipment of airplane parts were damaged during ocean transit due to adverse weather.The BOL contained the phrase "stowed on deck at shipper's risk and expense" in the routing instructions box and,on the back side,the BOL stated,"The[*U.S.Carriage of Goods by Sea Act*]COGSA(P.77-86)U.S.$500 limitation as set forth in § 1304(5)of said Act shall apply to all goods shipped to and from the United States hereunder.(emphasis added)." In this case,the court reasoned that the language on the face side,in conjunction,with the language on the back side of the BOL was sufficient to provide notice of the COGSA(P.77-86)package limit and found the $500 per package limitation to be valid and enforceable.(p.77-87),

By comparison,in *Saudi Pearl Ins.Co.Ltd.v.M.V.Aditya Khanti,1997 U.S.Dist.LEXIS 7663(S.D.N.Y.1997)*,72 of 1,455 wooden telephone poles were stowed on deck and fell overboard during ocean transit.The face side of the BOL stated: "LOADED ON DECK AT SHIPPER'S RISK" whereas the clause paramount simply incorporated COGSA(P.77-86)into the contract of carriage without further elaboration on its application or whether COGSA(P.77-86)would apply to on-deck cargo.In Saudi Pearl,the court found that the ocean carrier could not rely on the COGSA(P.77-86)package limit(p.77-87),

In *Columbia Machine,Inc.v.DFDS Transport(US),Inc.,2008 A.M.C.640(C.D.Cal.2007)*,five pieces of a shipment of concrete-block-making equipment suffered damaged while stowed on deck.The BOL was claused

Freight forwarders have found unlawful ways to evade such liabilities.They employ various schemes and artifices to defraud their consumers.The consumers are generally ignorant of laws,are gullible inexperts,lack time and resources to litigate,and their consignment of household goods will always include goods that are of very high emotional value – like picture albums,grandmothers carpet,mother's wedding dress,or furniture piece that belonged to greatgrandfather.The irreplaceability of such items makes the consumers much more vulnerable to blackmail.The consignment is used as hostage to extort ransom(additional amounts of money,and waiver of liabilities)from the consumers.

B. Foreign State Immunities Act(FSIA)

The US adopted FSIA by 28 USC 1602 et seq in 1976(App D,97-98).Under the restrictive theory of sovereign immunity,a state or state instrumentality is immune from the jurisdiction of the courts of another state,except with respect to claims arising out of activities of the kind that may be carried on by private persons.Specifically,28 U.S.C.1605 now provides that a foreign state shall not be immune from the jurisdiction of courts of the US or of the states in any case in which:

(a)(2)-**commercial activity carried on in the US or an act performed in the US in connection with a commercial activity elsewhere,or an act in connection with a commercial activity of a foreign state elsewhere that causes a direct effect in the US;**here,CRL's actions in NZ caused RM4U to convert my goods in US,and TALBOT to cancel my insurance,and SHIPCO to destroy the BOL.

(a)(3)-**property taken in violation of international law is at issue**;here hague visby rules were violated by NZ government,and all my property,and payments made,were taken, converted, liquidated by NZ government in violation of international laws.

(a)(5)-money damages are sought against a foreign state for personal injury or death,or **damage to or loss of property,occurring in the US and caused by the tortious act or**

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on the front side with "LOADED ON DECK AT CARGO OWNERS RISK," but the back side contained the following additional language concerning cargo stowage:

(2)Goods,whether or not packed in Containers,may be carried on deck or under deck ...without notice to the Merchant.All such Goods,whether carried on deck or under deck ...shall be deemed to be within the definition of goods for the purposes of the Hague Rules and shall be carried subject to those Rules.

(3)Notwithstanding Clause 15(2),in the case of Goods which are stated on the face hereof as being carried on deck and which are so carried the Hague Rules shall not apply and the Carrier shall be under no liability whatsoever for loss,damage or delay,howsoever arising.

The BOL further contained a U.S.clause paramount:

(1)If Carriage includes carriage to,from or through a port in the United States of America,this BOL shall be subject to the United States Carriage of Goods by Sea Act 1936(U.S.COGSA),the terms of which are incorporated herein and shall be paramount throughout Carriage by sea and the entire time that the Goods are in the actual custody of the Carrier or his Sub-Contractor ...

(3)If U.S.COGSA applies the liability of the Carrier and/or the Vessel shall not exceed US$500 per package or customary freight unit(in accordance with Section 1304(5)thereof),unless the value of the Goods has been declared on the face hereof,in which case Clause 7(4)shall apply.

In evaluating the BOL's language as a whole,the court concluded that it related to the Hague Rules,which was sufficient to invoke COGSA.However,with respect to whether the carrier was entitled to the COGSA(P.77-86)package limit,the court concluded that the U.S.clause paramount merely incorporated the "terms" of COGSA,which included COGSA's normal exclusion of on-deck cargo from its package limit,and there was no intent to apply any limitation of liability to on-deck cargo.As a result,the court found the carrier could not rely on the COGSA(P.77-86)limit,**thereby exposing the carrier to full liability**.(COGSA(P.77-86)at p.77-87),

omission of that foreign state;.here,CRL's actions,and the Judgments from DOJ,in NZ caused RM4U to convert my goods in US,TALBOT to cancel my insurance,SHIPCO to destroy the BOL.I was wrongfully declared bankrupt by NZ government, and the funds used to pay forfreight & bankruptcy $45,000, were from federally insured US Banks.Constitutional rights constitute property rights, and deprivations of these rights constitute deprivation of property.These actions give rise to legitimate claims against the New Zealand government under the original jurisdiction of the Supreme Court.

C. Schemes & Artifices Used By Operators To Evade Liabilities

COGSA(p.68-77),Harter(67-68).,Maritime Transport Act(p.364-368) of 1994,Hague Rules,Hague Visby Rules and others hold the end carrier/operator,in this case CRL,responsible for the purposes of liability,and the carrier is prohibited from limiting this liability.Records provide evidence that members of this freight forwarding industry have organized themselves into conspiratorial groups-association-in-fact enterprise-with the intention of evading their liabilities.CRL teams with other RICO enterprise members to devise various schemes and artifices to violate shipping laws:

1. NZ based companies like CRL hire small time agents like RM4U to act as their front end marketing agents inUS. Carriers like CRL, SHIPCO intentionally underquote to undercut competition.When the cargo arrives at destination, CRL blames the US agent for any lapses,and will collect more from the consumer by threatening liquidation of goods,and bankruptcy(p.223-240),using its NZ citizenship as a shield to evade antitrust laws (p.61-66) that a US branch officer would forced it to comply with[9].Here, CRL is also the(covert)prime contractor in this arrangement.
2. CRL and its agent,RM4U then retain other unethical small time businesses-packers like XO Movers,Ocean carriers like SHIPCO,and small time Insurance Agencies like TALBOT.Most of these are not headquartered in US,and consumers in US have rarely heard of these companies.This cloak of agent-anonymity protects unclean hands of larger players like CRL from being exposed,makes litigation difficult for defrauded consumers.
3. The enterprise members charge for packing,disassembly,but intentionally pack the shipment a)unprofessionally b)during the night,d)fail to take photographs of expensive items for insurance purposes d)force the client to provide packaging material.These are intentional "lapses" later used to deny liability claims.The enterprise members pre-plan to ensure that the insurance claim can never be successfully raised[10].
4. Containers are stored on-deck, at higher risk of damage, without shipper's permission.The damages to cargo are consequential, proximately caused by deceptive acts[11].

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[9] CONROY REMOVALS have significant business from US markets,but they have international offices only in countries like Australia where antitrust laws are not in effect.

[10] The packers force the consumer to buy unlabelled boxes and request help from the consumer in packing-so that in case of damage,they can claim that these unlabelled boxes were packed by the owner.Although the insurance contract states that for any item over $2,500,photographs and separate listings are needed,these requirements are never fulfilled.Thus if an expensive item is damaged,no claim can be made for these expensive pieces of cargo even though consumer may have been charged for insurance coverage.

[11] Here,I had not stipulated to have the cargo stored on-deck.Hence,the application of COGSA(P.77-86)limits on claims involving on-deck cargo – which generally depends on the specific wording of the ocean carrier's BOL – is not applicable.There was no special clause that would preclude imputation of additional damages due to increased risk faced under such circumstances.Further,it has been noted that other victims of this

5. **Agents and subcontractors are not pre-paid,as is the law,because the cabal always intends to charge the customer twice – at the origin,and again at the destination.See another complaint p.273-365.If there was no pre-arrangement, the subagents would seek prepayments.**
6. When the goods arrive at the destination(eg in New Zealand),CRL introduces itself as RM4U's local agent and offers to deliver goods in return for port charges only (approx $700) and by such false speech, secures consumer's signatures on the Customs Forms.It has no intention to deliver for $700.
7. The signatures are used to generate a Delivery order from Customs. It takes possession of the goods,and begins to (extort) more than the contractual amount.
8. After taking control of the goods,subagents claim that they have no contract with principal agent,that it has not been pre-paid by RM4U,and demand that consumer pay more than the contracted amount[12].This conduct is repetitive, consistent across most consumers.
9. By the time this cargo,subjected to extensive damage by on-deck storage,arrives at destination,the enterprise members have already schemed to a)extort more than the contractual amounts b)qualify the carriers,and the insurance agency to exceptions under 46 USC 30706(5),(6)or(7)[13] that limit their liabilities.Hence,they present their extortionist demands,for more money,and **demand a waiver of liabilities** under threats of liquidation,fines,penalties and bankruptcy.
10. The multimodal agent schemes to conceal facts, laws from the consumer and refuses to raise claims against the ocean carrier – which they are required to do by law – because they have a quid pro quo arrangement with each other.They scheme to destroy the original BOL(# 2114544 in this case -See arrival notification p.154),forge fraudulent BOL(See fraudulent BOL from COSCO(p.149)),which shows the container as a Unit,thus unlawfully limiting to $500 -$1,200 liability of the carrier in violation of all three shipping laws.
11. The enterprise members then prepare a new inventory list(AppF,p.150-163),and arbitrarily characterise the damaged goods as having been packed by the owner,being inadequately and/or unprofessionally packed,and therefore not deserving of insurance coverage,also invoking the exception clauses.The members may scheme to cancel the insurance coverage,also deprive the consumer of their rights under COGSA, p.68-77,Harter Act(p.67-68),or any other applicable acts[14]. These outcomes occur at destination,but the

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enterprise have also had extensive damage to their cargo,which indicates that on-deck storage is a ***modus operande*** used by these parties,without their knowledge or their agreement.In other words,**these defendants were always aware that on deck storage would result in damage to the cargo,but intentionally subjected the cargo of their consumers to such risk-without the knowledge or agreement of the consumers,simply to underquote and undermine competition.**

[12] **Shipping laws allow the agent to raise an invoice before undertaking the work,and ask that the overseas principal prepay them,but such discretion is never exercised by the destination agent because it intends to hold the shipment as hostage to extract more money from the shipper.**

[13](5)inherent defect,quality,or vice of the goods;
(6)insufficiency of package;
(7)act or omission of the shipper or owner of the goods or their agent;

[14] Here,there were 403 boxes on the inventory list made by CRL,of total replacement value of $350,000.Therefore,CRL would be answerable to me for the entire loss for the FIRST CONSIGNMENT.Of this,TALBOT would have to pay $115,000 and the multimodal transport operator CRL the rest.Internally,CRL could raise claims against SHIPCO-for $350,000 under HARTER ACT(p.67-68),and for $201,500 under COGSA(p.68-77)(If discovery reveals that the cargo was stored on deck,COGSA(p.68-

schemes were set in motion at the origin itself.The fraud is pre-planned and is repeated with each consumer.

12. To fraudulently qualify for the exception clause,destination agent imputes arbitrarily charges to the consumer(even if no payment is owed)and demand payment,and waiver of liability,and unilateral change in terms and conditions of the contract.If the consumer pays, more arbitrary charges are levied because the intention is to forced a waiver of liabilities.
13. Documents are forged to show that the consumer had entered into a *different* contract,for domestic movement of goods within the country of destination.Here,CRL forged a quote that purportedly it had sent to me in June 2015 while I was still in US(transcript of Dec 8, 2016)..Based on such a forged quote,it claimed that it had no contract with RM4U[15],and the law of COGA(not COGSA) (p.68-77,not Harter(67-68),not Maritime Transport Act(p.364-368),not Hague Rules,not Hague Visby Rules)applied.
14. Thru such fraud upon the court,the members of the enterprise seek monetary Judgments against the innocent victimised consumer in NZ,also seeking unreasonable attorney fee and costs.The defendants have the consumer declared bankrupt,forcing liquidation of goods by official assignee,thus satisfying the 46 USC 30706(4)clause "**seizure under legal process**".Doing so serves three purposes.A)They fraudulently extinguish their liability claims against them,B)thru bankruptcy proceedings they acquire additional funds to which they were not entitled,C)they create fear in the hearts of potential consumers – the prospective relocating consumer will readily submit to their blackmail,extortion attempts under threat and liquidation and bankruptcy.D)The real value of consignment,and extent of damages can never be established.Thus,legitimate legal proceedings are used to achieve illegitimate goals.
15. The NZ government encourages this flourishing racketeering trade, and actively participates in the deprivation of rights of US citizens, in violation of US laws, international laws, and its own shipping laws.Because of such governmental participation, it has become necessary to hold the government accountable in US.This is the basis for planned invocation of the FSIA in this instance.
16. Defendants RM4U and CRL run websites where their clients can offer reviews.Defendants bribe consumers with discounts for good reviews.When a negative review is written,it is immediately removed from their website.When a negative review is lodged anywhere on internet(other than their own site and they cannot delete the review),CRL's employees threaten,intimidate,harass the reviewer, which lures more unsuspecting consumers to them.
17. At each stage,the consumer is intentionally provided false information that the overseas agent,RM4U,and not the multimodal transport operator like CRL,is liable for damages, and that if their cargo is not insured,they cannot raise a claim against the multimodal transport agent.The enterprise members intentionally mislead innocent consumers to unknowingly

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77)limits of $500 per box do not apply).Under Maritime Transport Act(p.364-368),SHIPCO,or CRL would be liable for significantly much more.Of this amount,TALBOT Insurance would have to pay $115,000.For the SECOND and THIRD CONSIGNMENTS,RM4U would be liable for over $30,000 and $1,800.

[15] CRL later alleged that it had no contract with RM4U.If CRL are to be believed,it must be presumed that the FIRST CONSIGNMENT carrying at least 403 items were erroneously delivered to CRL by SHIPCO.Thus,this admission of CRL – that it was not the multimodal transporter makes SHIPCO the multimodal transporter under HARTER ACT(p.66-68),or under COGSA,and the liability accrued against SHIPCO would be actual,ie $350,000.Under COGSA(P.68-77)the liability would be $201,500 if the cargo was not stored on deck.Under Maritime Transport Act(p.364-368),it would be significantly higher(See Article 4(5)(e).

waive their claims for damages.This *modus operande is* tragically supported by the NZ government.Transcripts of Court hearings will establish such governmental stance.

These schemes and artifices constitute quid pro quo arrangements and violations of RICO with governmental involvement.The suit is being filed on my behalf,and on behalf of others that are similarly defrauded.In the last 3+ years,over 120 victims have been identified involving one or more of these very defendants acting in collusion with these or other such operators that use exactly the same ***modus operande***.There is extensive communications from other victims which will be provided later.Mohd Rana filed a lawsuit with FMC against RM4U(see pg 273-367).Here, RM4U had teamed up with different group.The FMC decision,at p.335-338,does not acknowledge the role played by other members of the enterprise,and does not provide adequate deterrants,and RM4U has begun operating and colluding with these defendants simply by using a different, unregistered trading name.Better Business Bureau, a governmental non profit website in US, accepts sponsorship money, to promote RM4U, thereby unwittingly misleading and luring the consumers like Mohd Rana to RM4U.Government has a **duty** to prevent/arrest such ongoing criminal conduct,punish offenders, and ensure adequately effective deterrents.

D. Allegations

All communication between parties was thru internet using my gmail accounts,the initial contracts were negotiated using US phone lines/US mail and were paid from federally insured US banks[16].The complaint,filed under the Private Attorney General Doctrine,alleges that the defendants engaged in one or more of the following racketeering acts(as highlighted and emphasized)as these terms are defined in 1961:

(1)(A) "any act or threat involving ***extortion*** *which is chargeable under State law and punishable by imprisonment for more than one year;*
(B)any act which is indictable under any of the following provisions of 18 USC 659(relating to ***theft from interstate shipment****)if the act indictable under section 659 is felonious,section 1341(relating to* ***mail fraud****),section 1343(relating to* ***wire fraud****),section 1344(relating to* ***financial institution fraud****),section 1503(relating to* ***obstruction of justice****),section 1512(relating to* ***tampering with a witness,victim,or an informant****),section 1513(relating to* ***retaliating against a witness,victim,or an informant****),section 1951(relating to* ***interference with commerce****,robbery,or* ***extortion****),section 1952(relating to* ***racketeering****),section 1956(relating to the* ***laundering of monetary instruments****),section 1957(relating to* ***engaging in monetary transactions in property derived from specified unlawful activity****),sections 2314 and section 2315(relating to* ***interstate transportation of stolen property****),*
*(2)****"State" means any State of the United States****,the District of Columbia,the Commonwealth of Puerto Rico,any territory or possession of the United States, any political subdivision,or any department,agency,or instrumentality thereof;*
*(3)****"person" includes any individual or entity capable of holding a legal or beneficial interest in property****;*
(4)"enterprise" includes any individual,partnership,corporation,association,or other legal entity,and any union or ***group of individuals associated in fact although not a legal entity****;*

[16] Thus fulfilling the requirements for Bank, mail and wire fraud.

(5) "pattern of racketeering activity" requires at least ***two acts of racketeering activity,one of which occurred after the effective date of this chapter and the last of which occurred within ten years****(excluding any period of imprisonment)* ***after the commission of a prior act of racketeering activity****;*

It is alleged that the defendants have received income derived,directly or indirectly,from a pattern of racketeering activity and through collection of an unlawful debt in which such person has participated as a principal within the meaning of section 2,title 18,United States Code.These funds,this income or proceeds from such income have been fully or partially used or invested,directly or indirectly,in establishment and operation of the alleged enterprise which is engaged in,or the activities of which affect,interstate or foreign commerce.[18 USC 1962(a)]

It is alleged that defendants thru a pattern of racketeering activity or through collection of an unlawful debt have acquired and maintain,directly or indirectly,an interest in or control of the alleged enterprise which is engaged in,or the activities of which affect,interstate or foreign commerce.[See 18 USC 1962(b)].

It is alleged that defendants are associated with the alleged enterprise that is engaged in,or the activities of which affect,interstate or foreign commerce.These defendants conduct or participate,directly or indirectly,in the conduct of such enterprise's affairs through a pattern of racketeering activity and/or collection of unlawful debt.[See 18 USC 1962(c)].

Defendants,each one of them have conspired to violate provisions of subsection(a),(b),and(c)of section 1962.[See 18 USC 1962(d)].These constitute crimes against US,creating alleged causes of actions.

The complaint,filed in 2017,did not allege 1963 violations, but for the Court's insistence that the RICO complaint be limited to 50 pages.Specificity requirements under 1963 would make the complaint run over a hundred pages.I was forced to exclude 1963 claims under duress by Judge Ishii's order to limit complaint to 50 pages.Since 2017, when the complaint was first filed, defendants have engaged in additional activities that fall under under section 1963.**Economic claims against New Zealand Government are also valid under FSIA(AppD,97-98)**

E. Background Facts

Over 100 exhibits were submitted to the Appellate and the District Court but were stricken.Not all are provided herein but are shown as (***), and will be provided later.

Contract With RM4U

In May 2015,I,Madhu Sameer,and RM4U entered into a Contract for the multimodal, door to door transport of my household goods from Fresno,California,to Christchurch,New Zealand.(Doc1,78-80' App F,118-120).I made an initial payments of $1,290 thru check # 1575 drawn on Bank of America(APP F,p.124)[17]. RM4U agreed to get full replacement value insurance of $350,000($10,000 free)[18] at the cost of under $1,000.The approximate insurance quote was approximately as identified in(App H,p.283)

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[17] **I also paid $5040 to CRL, and spent $1,800 on carrying the cargo as checked baggage.Proof of these payments will be provided at a later date as my bank accounts have been cancelled due to bankruptcy.**

[18] However,it later unilaterally reduced my cover to *mere* $115,000 without my consent(APP G,206-208).Insurance was to be full coverage,and FRANKIN repeatedly admitted that even after the dispute broke out."*if there is damage to the individual items,you will be fully covered*"(email),"*all items being packed by the movers*"(email)"*or under their supervision*","*full coverage will cover all the item packed by the movers,which is most of your items*"(email)"*the client has full coverage insurance at the moment*")]

Packing by XO Movers

In June 2015,my goods were packed during the night by XO Movers.I was forced into buying most packaging material at my own expense despite having paid $2,100 for packing[APP C,20].Their packing list showed only 334 of 500+ items/boxes loaded into the container[FIRST CONSIGNMENT](AppF,p.125-131).They dumped some cargo into the container without packing(see pictures,p.169-175), and negligently left behind over 40 items.RM4U subsequently had 24 of 40 goods picked up in the next few days(PackingList2-App F,132-133)("SECOND CONSIGNMENT)and promised to ship the SECOND CONSIGNMENT at their own expense[(APP F,122-123)"...*we will take care of the shipment upto the destination port for free*";"*we will be happy to cover the ocean costs*"].They again left behind 14 items,of which 8 items were of emotional value.FRANKLIN agreed to reimburse me if I carried these 8 items as checked baggage(App F,121: "*And I offer to give you to take the boxes on the plane*")(hereafter "THIRD CONSIGMENT").I spent USD$1,800 to bring the THIRD CONSIGNMENT into New Zealand.I paid to have the remaining items trashed.

Contractually,I was required to pay the outstanding amount when the goods were scheduled for shipping ie when a combined Bill Of Lading was created.I left LA for NZ on June 29,2015 and waited to receive an updated schedule and BOL,but never received this.Defendants intentionally concealed BOL #2114544 ,and identity of SHIPCO/Ocean Carrier and only the FIRST CONSIGNMENT was scheduled thru NVOCC SHIPCO[19].

Conroy Removals & Arrival of FIRST CONSIGNMENT in NZ,Conversion of SECOND CONSIGNMENT,and REFUSAL To Pay For THIRD CONSIGNMENT

On Aug 13,2015,in Christchurch,New Zealand,I received an "Arrival Notification" email from MONICA MCKINLY(hereafter "MCKINLY"),from CONROY REMOVALS LTD(hereafter "CRL")in relation to the cargo arriving under the BOL # 2114544.The email[App,142]stated : "*under our contractual agreement with Right Move....* "*]*. The storage charges were listed as $129 per month.

Prior to Aug 13,2015,I had never heard of CRL or MCKINLEY.I relied on their representation that they were under contractual agreement with RM4U and came to know that RM4U had sent only the FIRST CONSIGNMENT.I informed MCKINLEY of my dispute with RM4U in great detail over several phone calls,and thru several emails(there are over 100 emails),explaining that if I paid this entire amount,or even if I paid more than the contracted amounts that were being sought,RM4U would have no incentive to ship the remaining cargo.I repeatedly offered to put NZ$10,000 in trust fund[20] until RM4U complied with the terms of the contract[App F,***].The offer was repeatedly rejected.CRL refused to provide me with a copy of BOL # 2114544,and also refused to let me retain a neutral third party agent for delivery, demanding I pay an additional $10,000 to them.

RM4U/ MICHELLE FRANKLIN(hereafter FRANKLIN) refused to freight the SECOND CONSIGNMENT,and refused to reimburse me for bringing the THIRD CONSIGNMENT to

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[19] A non-vessel operating common carrier(NVOCC)is an entity that is licensed in the U.S.to issue ocean bills of lading but does not operate any ships(as the name implies.)Instead,the NVOCC purchases space from vessel operating common carriers(VOCC)and acts as the shipper of record to the VOCC,who enters into a contract of carriage with the NVOCC.

[20] The NZ$10,000 offered by me was significantly greater than the contracted amount of $8,600,of which $1,200 had already been paid,and an additional $1,800 was reimbursable as expense for bringing the goods as check in baggage.Of $8,600,only $5600 remained payable at the time,and NZD$ 10,000 being offered was significantly more than USD$5600.

NZ(AppF,p.139).In fact she began demanding USD $11,927(p.141)to release the FIRST CONSIGNMENT in addition to CRL's demands for additional sums of money.

Attempted Mediation By Federal Marine Commission & Repeated breach of Mediation Agreements

In Aug2015,Federal Marine Commission(FMC)mediated an agreement that CRL as an agent of RM4U,would charge only$677 to deliver my goods(APP F,*****).It was agreed that RM4U,being the prime contractor,would either prepay,or reimburse CRL for their work.***After repeated clarifications that this would be the only amount that would be paid until the shipment in US was scheduled for transportation,*** I signed the customs release forms on Aug18,2015(App F,****)that enabled RM4U/CRL to obtain a Delivery order from NZ Customs.Using BOL # 2114544(See Arrival Notification p.154)prepared by SHIPCO[21] CRL took control of the cargo. At the time,CRL had an option to deliver as per the mediation agreement,or it could charge a nominal amount for its effort in generating the delivery order,give me the Delivery order,and I could retain another agent.Instead,FIONA CONROY(hereafter FIONA)quickly moved the goods to CRL warehouse,and began demanding NZD$10,000[22](App F,****).Helpless and vulnerable,I offered to pay $10,000 into a trust fund until resolution of dispute.My offer was rejected[App F,p.369].I repeatedly asked her to resign,and allow me to retain another agent,She refused to do so.[p.369].[23]

Under duress and false threats of fines,damage and liquidation,FMC mediator brokered yet another agreement and I paid an additional NZD$4041.27(App F,****)relying on assurances that this was the only amount I would have to pay(App,****)until resolution.I was falsely informed that this amount would be credited to the balance I owed RM4U[App F,****): "..*if she paid us directly..that would come off her total account that was due to the right Move*..."].An email was sent to all,including FMC Mediator Phillip LEE,signing off on this agreement.My email clearly stated "*the rest will be resolved later*"(App F,***)and no one objected to this understanding/agreement.

After I had paid NZD $4041.27,RM4U refused to credit the amount towards payment of my outstanding with RM4U[See Complaint to Disputes Tribunal,APP F,***: "*RM4U has refused to credit that amount to my account even though their agents have taken this money from me*"].Thus the defendants ***intended*** *to make me pay twice,as the cartel has been doing with several other victims.*Their participation in mediation was a scam to force me into paying more,and more and more.

After this payment of $4041.27 was made,CRL and RM4U immediately demanded an additional $990,and FMC Mediator Mr Lee again convinced me to pay this $990[24]. Immediately,they demanded $1100 more unilaterally increasing the storage charges from 129 per month (See AppF,p.154) to $560 per month (AppF,p.182),also demanding waiver of all liabilities.Mediation broke down when they held my goods as ransom refusing to deliver,attempting to extort more and more and more,refusing to schedule the SECOND

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[21] Information secured from the Customs,New Zealand has revealed that she used the original BOL,to have the Delivery Order prepared.A sample BOL from SHIPCO is provided(p. 143-148)

[22] $10000 was not the amount I owed.The contract had been for $8,600 USD,of which I had paid $1,200 USD,and was eligible for a reimbursement claim of $1,800.Therefore I only owed $5600 as per my contractual arrangement with RM4U.

[23] Several emails offering to deposit$10,000 in a trust fund were refused and will be provided later.

[24] **In addition to $1,200, I paid $5040 to CRL, and spent $1,800 on bringing 3 boxes as checked baggage from Fresno-Christchurch.**

CONSIGNMENT,refusing to credit this amount against my payment obligations to RM4U.It wouldn't have mattered what I paid – they were after waiver of liabilities.

In late August2015,the cargo was devanned[25] and goods transferred from COSCO's 40ft container to CRL's 2x20ft containers.143 of the 403 pieces(33%)of cargo were found to be damaged.Although CRL had no way of knowing which piece was packed by me and which was paced by XO Movers, CRL created a new inventory list wherein it arbitrarily characterized most of the *damaged* pieces as having been Packed by Owner(PBO)(See App,150-163)[26].The pictures of damages cargo,and the inventory list were circulated to other defendants over my protests(App,F,****)and RM4U,TALBOT immediately cancelled my insurance(AppF,p.177).FIONA, of CRL,refused to allow the insurance assessor to assess valuation and damage to the shipment even when I offered to pay out of pocket for such assessment (AppF,p.164-168).

During the devanning process,16 pieces,the Christmas ornaments etc,were found to be worthy of testing by Ministry Of Primary Industries(MPI)(App F,***).Hence,I requested that the 387 of the 403 goods cleared by MPI be delivered immediately.On July 21, 2015, FIONA refused to deliver the rest of the goods,stating"*until full clearance received,all goods must remain on site*"(AppH,p.369).On Sept2,2015(Wednesday),FIONA confirmed that MPI had not cleared the goods and"*they would be back to inspect on Friday*" ie on Sept4,2015(AppF,***).Due to the intervening weekend, the earliest delivery was on Sept7,2015.FIONA instead, chose to schedule delivery for Sept21,2015,but began demanding an additional $1100 in penalties that Ministry of Primary Industries,(MPI)and COSCO(APP F,****)had purportedly imposed on me.When contacted,both agencies denied imposing any fines and penalties(APP F,****).On Sept 21,2015,FIONA again cancelled delivery for my failure to pay these imaginary fines and penalties.Finally, she admitted that no fines had been imposed.But she now demanded that I pay $1,100 in storage charges[27](App F,182)[28].

CRL then began demanding that pay these outrageous amounts,waive all liabilities,agree to accept roadside delivery of cargo and remove all negative reviews that I had given for their services.(App F,p.183-194).These demands were repeatedly made between 2015 – 2019 (only a few letters and emails are provided here) and constituted breach of contract,attempted extortion,and blackmail as such is defined under Hobbs Act.

I sent at least 30 emails asking FIONA to deliver goods pending resolution of money-only judgment-CRL refused, demanding that I waive liabilities, remove reviews, and agree to roadside delivery(App F,p.183-194).It was clear that the only goal was to secure a waiver of

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[25] Devanning is a process mandated under the Ministry of Primary Affairs for biosecurity clearance.All cargo is offloaded and then re-loaded into the container at a licensed cargo facility to check if there are any organic materials like snails,spiders etc in the container.CRL undertook the devanning process at their facility.

[26] CRL had no way of knowing what was packed by XO Movers and what had been packed by me as I had attempted to help the packers.

[27] The storage charges had been arbitrarily increased and backdated from $129 per month(p.142)to $560 per month,(p.182)Even if storage charges were valid(they were not),and even if CRL had offered to deliver on Aug31,2015(which she had not),storage from Aug31,2015 – Sept21,2015 could not have been$1,100 even at $560 per month.To justify $1100,FIONA retrospectively adjusted the accrual date to Aug21,2015.

[28] CRL had used $5040 paid earlier to pay off the Ocean carriers and now needed $1100 to attempt a roadside delivery, therefore it was disguising the $1,100, sometimes as purported fines, and other times, as storage fee.No storage fee had accrued on my account.It was CRL/FIONA who has repeatedly, consistently refused to deliver my goods despite repeated requests.

liabilities and the monetary demands were arbitrary.The legal process was being used to accomplish goals that were illegal.

TALBOT's Misrepresentations To California Department of Insurance

In Dec 2015,I approached TALBOT to file an insurance claim and was informed that the insurance had been cancelled(App F,p.177)I then agreed to pay out-of-pocket for assessment of damages,and valuation of goods (p.164-168) but FIONA refused to allow assessment. In or around Feb 2016,I submitted a complaint to the California Dept Of Insurance(hereafter CDI)against TALBOT.TALBOT falsely informed CDI that I was refusing to comply with an FMC Judgment against me.No Judgment has been entered against me by FMC.CDI relied on these false representations by TALBOT,and suspended their investigation.

Destruction of the Original BOL & Forgery of a New BOL

Under Right To Information Act,NZ Customs has confirmed,that Customs Delivery Order in 2015 for this shipment was prepared against the BOL # 2114544 issued by SHIPCO.Later,this BOL was concealed/destroyed by the cabal, a new backdated BOL from COSCO(p.149) was made.A sample of SHIPCO's generic BOL is at App F,143-148. The containers were left unsealed by the roadside in Christchurch,NZ for over 3 months(App F,p.176),before they were moved)to an undisclosed location on the North Island,New Zealand without my knowledge.I was denied access to them,in violation of shipping and maritime laws.They were again moved back from North Island to Christchurch in 2019.For 6 years,CRL,its employees,and all roadside loiterers had unrestricted access to the contents of these containers until the bankruptcy court took control in 2019(see p.223-240).Police in Fresno and NZ Police took no action.

Legal Proceedings In NZ

Defendants forged new BOL((p.149)and concealed/destroyed the original BOL # 2114544 from SHIPCO(See App F,143-148), to convinced me that NZ Courts had jurisdiction on the claims.In late Aug2015,I filed a complaint with the Disputes Tribunal of NewZealand seeking release of the FIRST CONSIGNMENT(App F,****].Two informal hearings were held in the Disputes Tribunal,on 11/11/2015 and 12/8/2016.There was no trial,just an informal mediation session during which FIONA and RODNEY WHITE(hereafter WHITE),an employee of CRL,provided false information/testimony to the Referee.In Nov 2015 FIONA had stated that she was an agent of RM4U and had no contract with me,and had first heard of me in August 2015 when CRL sent an Arrival Notice to me(Transcript of Disputes Tribunal will be provided)).In Dec 2016 CEL employees contradicted this and testified that CRL had no contract with RM4U and had been retained by me in June 2015 while I was in US.They had purportedly sent me a quote directly in June 2015,and that constituted a direct contract with me effective June 2015(App F,***,transcripts). No evidence of how this quote was "sent", was ever produced.

The Referee dismissed my complaint,and granted CRL's cross complaint against me on Dec 8,2016, holding CRL was authorized to dissociate themselves from the chain at will and enter into a new contract with me, and had, in fact, entered into a new contract with me for local delivery, based on the quote that had been sent to me in July 2015 while I was in US.I was ordered to pay NDZ$9000+ in addition to USD$7000 that I had already paid defendants(AppF,204-212).

On appeal,defendants provided forged documents and made several false representations of facts and laws before the High Court,which affirmed the lower court's decision in August 2017.I was sanctioned an additional NZD$9,800(Total NZD$19,000 + $7000 that I had already paid).

In July2017,I filed the current lawsuit in Eastern District Court in California.Defendants retaliated by filing Notice Of Bankruptcy in NewZealand against me(App F,223-240)under Insolvency Act to fraudulently qualify for the exception clauses.I filed,inter alia,a request for Permission to Set Aside the Notice of Bankruptcy/and or Permission to File a Cross Claim against CRL.**under protest of jurisdiction**.I also filed Private Prosecution complaint for perjury,forgery etc in District Court of NZ as per the law.High Court refused to cede jurisdiction,and on 3/21/2018, it granted CRL's Notice of Bankruptcy(App F,223-240)and ordered me to pay an additional $16,000(plus $19,000 + $7000)in defendant's costs.The matter was stayed until 2019 for appeal but the Appellate Court refused to take the Appeal in 2019, even though right to review is a constitutionally protected right in US and in NZ.

In May 2018,the NZ District Court denied my request for permission to commence Private Prosecution[29] against CRL for forgery,perjury,and for Obtaining My Goods under Deception[App F,213-222)– these are valid criminal offenses under the Crimes Act,in NZ. Since then, all my household goods have been liquidated.Although the Official Assignee is authorized to prosecute defendants for fraud in bankruptcy proceedings, the general bias against US emigrants prevents her from prosecuting in the furtherance of justice.

F. Legal Proceedings In US

General

Until late 2017,defendants had concealed the Ocean Carrier's identity and name.In late2017,WHITE accidentally disclosed NVOCC SHIPCO's involvement but all have till date concealed documents related to my shipment,and involvement of other parties.In 2017 I became aware that the US Courts had jurisdiction over the matter.

On July6,2017,I filed this current complaint in Eastern District Court against seven defendants-RM4U,FRANKLIN,CORTINO,CRL,FIONA,XO,and TALBOT(Doc1)with a fee waiver request(IFP).Judge Ishii denied my fee waiver **without holding a hearing** on 9/14/2017(Doc5)(Doc 2-IFP),hence the Court prevented me from using USM285 for service.Subsequent related consequential errors are errors invited by the court.

I mailed summons and complaints to all defendants with waiver of service forms.None of them responded.On July19,2017,I filed the FAC,amending the complaint to include MONICA MCKINLY,a CRL employee(Doc4).RM4U et al,Talbot Insurance intentionally provided wrong address and repeatedly evaded service,which lack of proper service was listed by Trial Court as one of the reason for dismissal of my complaint.

On Oct23 and Oct25,2017,I filed a request to file a second amended complaint in order to join SHIPCO to the suit(Docs 11,13)after the carrier's identity was inadvertently disclosed by RODNEY WHITE of CRL during court proceedings.The Motion to Amend complaint was granted **without a hearing**.No other changes were made to the complaint.

On 12/4/2017,I filed a Request for Permission to file the Third Amended Complaint(Doc30)but on 4/19/2018 Court took matter under submission,and dismissed the

[29] As per NZ laws,Courts permission to commence private prosecution is needed – just like in California,Courts permission is needed to commence conspiracy suit under CCP 1710.14.

complaint against SHIPCO/ TALBOT,ordered me to re-serve,and file the 50 page Third Amended Complaint,**without holding a hearing**.

On 5/21/2018,I filed an amended complaint(Doc92).

On 5/22/2018,the Court dismissed my complaint *with prejudice*(Doc94),and issued a Judgment against me(Doc95)**without a hearing**.

On 5/22/2018,I filed a Motion for Reconsideration(Doc96).

On 5/23/2018,Court denied my Motion for Reconsideration(Doc97),**without holding a hearing**.

On 6/3/2018,I filed a Notice of Appeal with the Ninth Circuit(Doc98).The Appellate Court affirmed and a Motion for Rehearing/En Bloc was denied on 3/23/2020.

Service To Defendants

On 10/10/2017,Trial Court issued and mailed summons to me in NewZealand(Doc6,7,8).
On 11/30/2017,personal service to CRL,FIONA,and MCKINLEY was completed (Doc21; Doc25–POS).
On 11/8/2017,personal service on XO was completed(Doc33).
In Nov2017,SHIPCO was appropriately served by a process server(see POS),but fraudulently claimed defective service(Doc38–Doc40),hence on 1/29/2018,the Court made an order quashing service to SHIPCO(Doc65).The *Proof of Service*,filed late by the process server,clearly states that defendant had been appropriately served.SHIPCO were re-served waiver of service documents,and this time they signed the waiver on 1/8/2018,and then filed a Motion to Dismiss per Rule 12.

TALBOT maliciously,repeatedly evaded service and each time gave me a wrong address for service(Doc56,68,72;Doc66;68,Doc94,95).

In November 2017,summons and complaint with waiver of service forms were mailed to each of the RM4U defendants.These defendants were also served thru email.No waiver was received back.Around 11/21/2017,my process server made three attempts to personally serve these defendants,but defendants evaded service(See Doc32,33,37).
Another set of documents seeking waiver of service was mailed in Jan2018,and no response was received(Doc47,48,49).

On 4/10/2018,I requested the Court to allow substituted service(Doc86).The Court took the matter under submission and denied my request without a hearing.I again attempted to serve them thru a process server.Defendants,each one of them,evaded service.USM285 and Marshalls could not be used to serve RM4U,and TALBOT,as the Court had denied fee waiver.Nevertheless,service was completed on all others,and therefore dismissal on this basis,against all defendants,was unwarranted.

WHY MUST THE REVIEW BE GRANTED

The whole chain of events constitutes pre-meditated fraud and racketeering. RM4U was required to provide me with a consolidated BOL before the consignment shipped from US so I could pay her as per the contract. They failed to do so, and conspired to ship only part of the goods. In NZ, they conspired to extort monies that were not owed, and waiver of liability for extensive damage. When that could only be provided under duress, they refused to have the damages assessed and secured a fraudulent bankruptcy order against me, claiming that they had entered into a contract with me separate to my contract with RM4U. This dissociation of the concluding multimodal agent, and any means of reducing or evading liability is prohibited by international shipping laws but these defendants routinely flount maritime laws. Despite being a signatory to the Hague-Visby Laws, the NZ government aids and abets them in

violation of these laws, fabricates facts, misinterprets laws, to conceal and protect local businesses from liability. Petition must be granted to maintain the integrity of US and International Shipping laws, to force NZ government to follow its own laws, and treat US citizens in NZ to equal protection of these laws.

A. Federal Questions & National Interest

1. Which Law ?

The tension between the goal of resolving disputes quickly and finally and that of assuring that the resolutions will be perceived as "fair" or "just" must be resolved in favor of the latter.The recognition of the power of the Court to resolve disputes is tempered by the fear of arbitrary exercise of that power for pro se litigants.The Constitution states in Article III that "*The judicial Power shall extend to all Cases,in Law and Equity,arising under this Constitution,the* ***Laws of the US,and Treaties made,or which shall be made,under their Authority***." There is no dispute that NZ Courts wilfully usurped jurisdiction of US Courts.

This claim involves federal laws(COGSA,Harter Act,Insurance Laws), enforcement of international treaties like Hague Rules,and enforcement of Constitutional guarantees.The issues raised in the complaint create federal causes of action,federal questions.Several important national interests and general public interests would be served by granting this Petition.[*Grable & Sons Metal Products,Inc.v.Darue Engineering*]*(*See section titled *National Interests).*The dismissal of my complaint by District Court over minor technical issues,without realizing and considering the merits of the case undermines and underestimates the extensive reach,and devastating effects of such illegal enterprise.The merits of the case cannot be subservient to technicalities of FRPC 8(a).

The complaint alleges an ongoing conspiracy, and therefore, the additional acts of deception and fraud from 2017 onwards – whether this fraud and deception was against me, or against others-cannot be excluded from Review as the Appellate Opinion stated("*We do not consider matters not specifically and distinctly raised and argued in the opening brief,* ***or arguments and allegations raised for the first time on appeal****.See Padgettv.Wright, 587 F.3d 983, 985 n.2(9th Cir.2009)"(App B).*To do so, would undermine the ongoing nature of the claims, and act in favor of allowing criminals to continue engaging in criminal behaviors. Further, the argument related to void Judgments and deprivation of civil rights can be raised at any time, in any Court.Ninth Circuit's decision to limit the review to issues raised before District Court, or Appellate Court(App B)is flawed on this basis also.

Lastly, the Judgments from New Zealand Courts(p.204-281)are without due process,in clear absence of jurisdiction, by Judicial officers appointed by NZ government.Any invocation of jurisdiction under the FSIA(App D,p.97-98)would necessarily involve analysis of the exceptions to FSIA arising under federal law *after* the complaint was filed, and cannot be excluded on review or Certiorari.

2. The Need To Enforce US Jurisdiction & US Laws in COGSA/HARTER Claims

Section 13,of COGSA(P.68-77)[See 46 USC 13701],states:

> *This Act* ***shall*** *apply to* ***all contracts*** *for carriage of goods by sea* ***to or from ports of the US in foreign trade****....The term 'foreign trade' means the transportation of goods between the ports of the US and ports of foreign countries...."*.

HARTER Act (p.67-68) *states:*

> *It* ***shall be the duty*** *of the owner or owners,masters,or agents of any vessel transporting merchandise or property from or between ports of the US and*

*foreign ports **to issue** to shippers of any lawful merchandise **a BOL**,or shipping document,stating,among other things,the marks necessary for identification,number of packages,or quantity,. . .and such document shall be prima facie evidence of the receipt of the merchandise therein described.*

The rules of statutory construction applied to the above make the subject matter jurisdiction of US and rights of shippers abundantly clear.Therefore, the Judgments secured by the defendants in NZ are void as a matter of law.The intentional destruction of the BOL # 2114544,*after the BOL was used to clear the goods thru NZ Customs,* clearly points to spoliation of evidence, and the conspiratorial nature of the alleged fraud establishes that defendants were involved in a well thought out conspiracy whose goal was to evade liabilities.These were legal proceedings initiated to achieve illegal and unlawful goals.

The judgment of NZ courts without jurisdiction over the subject matter of the action is null and void in its entirety.The "voidness doctrine" serves to check excesses of judicial power.To say a judgment is void is to deny its existence and a fortiori to deny that the underlying dispute has been resolved.Here, the demands of finality are subservient to the original excess of jurisdiction.In an ideal world, once a dispute is settled, the fact of settlement may be deemed to be more important than the identity of the court that acted.However, this idealism unreasonably denies the political, corrupt, and extra judicial factors that Judicial officers often bring to the courtroom.COGSA and HARTER were created to counter exactly such political, corrupt, and extra judicial considerations that Courts of other countries may use to deprive American citizens of their rights.Failure to consider jurisdictional issues also deprives the contracting parties of their rights to negotiate contracts to their benefit and thus allows governments to unnecessarily interfere with commerce and commercial activities.

3. Need To Prevent,Punish & Deter International Crime

Need To Deter AntiCompetitive Practices

RM4U/CRL provided **the** lowest quote for these services.None of the defendants was willing to comply with their original quote.Subsequent investigations with other victims establishes a pattern where consumers had been similarly underquoted.And contrary to the argument that *only* RM4U is responsible for such anticompetitive practices,this is clearly a joint collaboration – CRL underquotes to RM4U for its services, TALBOT underquotes for insurance coverage,and SHIPCO underquotes freight charges and stores the containers on-deck without seeking shipper's permission in violation of 15 USC 13a(p.64).When their fraud is exposed, they *all* engage in threats, intimidation and blackmail to extort amounts in excess of the contracted amounts,and waiver of liabilities.See Sherman Act and Clayton Act.[p.61-66].There is a strong need to deter such crime.

Need To Deter Carriers From Destroying Bills Of Lading

Harter Act(p.67-68)states:

*It **shall** be the duty of the owner or owners,masters,or agents of any vessel transporting merchandise or property from or between ports of the US and foreign ports **to issue to shippers of any lawful merchandise a BOL**,or shipping document,stating,among other things,the marks necessary for identification,number of packages,or quantity,stating whether it be carrier's or shipper's weight,and apparent order or condition of such merchandise or property delivered to and received by the owner,master,or agent of the*

vessel for transportation,and such document shall be prima facie evidence of the receipt of the merchandise therein described.[46 USC 193]

For a violation of any of the provisions of sections 190 to 196 of this Appendix the agent,owner,or master of the vessel guilty of such violation,and ***who refuses to issue on demand the BOL herein provided for,shall be liable to a fine*** *not exceeding $2,000[46 USC 194]*

On demand of a shipper,the carrier ***shall*** *issue a BOL or shipping document.*
(b)Contents.—The BOL or shipping document shall include a statement of—
(1)the marks necessary to identify the goods;
(2)the number of packages,or the quantity or weight,and whether it is carrier's or shipper's weight;and
(3)the apparent condition of the goods.
(c)Prima Facie Evidence of Receipt.—
A BOL or shipping document issued under this section is prima facie evidence of receipt of the goods described.[46 USC 30703]

A carrier ***may not insert*** *in a BOL or shipping document* ***a provision avoiding its liability for loss or damage arising from negligence or fault in loading,stowage,custody,care,or proper delivery.Any such provision is void****.[46 U.S.Code § 30704]*

These operators routinely, recklessly violate these provisions that are enacted to prevent just the crimes that defendants conspired to commit.Copy of BOL is intentionally not provided to the consumer so that if the goods are damaged,the BOL can be destroyed (p.142-148),and a new one forged(p.149) to show the container as a single unit.This defiance in the face of specific laws,represents wilful violation of COGSA(P.68-77)and Harter Acts(p.67-68).This can only be achieved by complicity between various actors.

Need To Deter Fraud & Fraud Upon The Court

The rulings against me from NZ Courts are not legitimate,lawful.Jurisdiction of US courts aside, legitimacy demanded application of Maritime Transport Act (p.364-368)instead of COGA as the basis of Judgment against me(p.204-238).Deceit,forgery of documents,perjury, false affidavits under oath containing false information, inconstant statements that are made ad-hoc,to achieve immediate goals,and conspiracy to deprive me of my day in the court has given rise to such judgment.The evidentiary documents of misleading judicial officers and defeating justice – exhibits and transcripts of proceedings in NZ-are too voluminous to present at this stage,but will be provided with the Brief,when the Petition is granted.These are prime examples of "*egregious conduct*" justifying relief and deterrence.

The pattern of behavior(see *Schemes & Artifices)*include attempts by the cartel to use the courts of NZ as an instrument to assist in their fraud,harming the integrity of the judicial process.[*In re Lev ander 180 F.3d.at 1119*],so that the judicial machinery cannot perform in the usual manner its impartial task of adjudging cases that are presented for adjudication.[*Appling v.State Farm Mut.Auto.Ins.Co,340 F.3d.769,781(9th.Cir.2003)*]resulting in grave miscarriage of justice[*Beggerly,524 U.S.at*

47,118 S.Ct.1862,cited in Appling supra].Whenever attorneys commit fraud during a proceeding in the court,they are engaged in "fraud upon the court".In[*Bulloch v.US,763 F.2d 1115,1121(10th Cir.1985)*],the court stated "*Fraud upon the court is fraud which is directed to the judicial machinery itself and is not fraud between the parties or fraudulent documents,false statements or perjury....It is where the court or a member is corrupted or influenced or influence is attempted or where the judge has not performed his judicial function --- thus where the impartial functions of the court have been directly corrupted.*"
7th Circuit defines it as "*that species of fraud which does,or attempts to,defile the court itself,or is a fraud perpetrated by officers of the court so that the judicial machinery can not perform in the usual manner its impartial task of adjudging cases that are presented for adjudication.*"[*Kenner v.C.I.R.,387 F.3d 689(1968);7 Moore's Federal Practice,2d ed.,p.512,¶ 60.23*].
The 7th Circuit further stated "*a decision produced by fraud upon the court is not in essence a decision at all,and never becomes final.*"Other Circuits hold that an appeal from an order based on fraud upon the Court is a question of constitutional law,and questions the Court's lack of ability to perform its functions in an disclosure of facts,therefore ***this kind of conduct must be discouraged in the strongest possible way***.[*Cox v.Burke,706 So.2d 43,47(Fla.5th DCA 1998)*].The allegations are not frivolous at all.Also see[*Tirouda v State,No.2004-CP-00379-COA.Missisippi,2005)*]."fraud upon the court" vitiates the entire proceeding.[*The People of the State of Illinois v.Fred E.Sterling,357 Ill.354;192 N.E.229(1934);In re Village of Willowbrook,37 Ill.App.2d 393(1962)("It is axiomatic that fraud vitiates everything.");Dunham v.Dunham,57 Ill.App.475(1894),affirmed 162 Ill.589(1896).*The duty to correct fraud is not subservient to technical issues raised by judge Ishii.

Need to Deter Insurance Fraud

Consumers pay for insurance coverage to compensate or their losses in situations like these.Here,the insurance company is in cahoots with the agents.It is well aware thru repeated claims filed by the consumers,that RM4U and CRL are engaged in unethical practices,and charge the consumers for packaging without providing adequate packaging material and professional packaging.I specifically,repeatedly asked TALBOT(and CRL)to blacklist RM4U and refuse to do business with them.Yet both these companies ignored these allegations,failed to investigate and continued doing business with each other.As a consequence,at least 120 more victims suffered similar injuries.When this lawsuit was filed,RM4U simply changed its name and began trading under a different name,and continued working with TALBOT,CRL and SHIPCO.

Records show that other victims of this enterprise have been treated similarly(AppG.p.241-338, AppF,p.195-198).TALBOT has refused to honor their claims with the same excuse – that the packaging was insufficient, CRL informs them that the multimodal chain is not liable for damages, thus wilfully misleading its consumers knowing well that *nothing* can limit the liability of the multimodal carrier[*46 USC 30704]*.

CRL enjoys a priviledged,unlawful immunity from suits due to the NZ governments discriminatory policies that conceal and protect local business offenders regardless of their crimes.Hence,it may be said that New Zealand Government explicitly sponsors these illegal acts, and is thus an accessory to the alleged crime.

Need To Prevent,Punish & Deter Conspiracy,Racketeering,Quid Pro Quo arrangements

The conspiracy initially began with the purpose of blackmailing me and extorting money in excess of contracted amounts.Later it morphed into a conspiracy to conceal the offenses of the members of the alleged enterprise,and to protect them from liability by defeating justice,and unlawfully inflicting bankruptcy on me(p.223-240)[See *Tirouda v State,No.2004-CP-00379-COA.Missisippi,2005)].*Still later,the High Court and District Court Judges conspired to conceal the judicial misconduct of the Disputes Tribunal Referee,protecting her from liability for making of void judgment against me.

See section titled *Allegations*.The complaint alleges that these defendants,and others,have organized themselves into an enterprise,as the term is defined in 1962 et seq(AppD,p.87-93).They routinely engage in such misconduct and I have not been the only victim.Hobbs Act of 1946[18 U.S.C.§ 1951(2006)]prohibits extortion affecting interstate commerce.Supreme Court considered whether proof of the existence of a quid pro quo agreement is required for conviction under the Hobbs Act in[*McCormick v.US,500 U.S.257(1991)].*In the end,the existence of *quid pro quo* corruption depends on a factual finding about the state of mind of the parties(Morley 2016),and therefore,trials are necessary.Importantly,the Supreme Court has recognized a compelling interest in preventing *quid pro quo* corruption(*McCutcheon*,134 S.Ct.1434,1441 *Buckley*,424 U.S.at 27).On this basis alone,the Petition must be granted.

Discretionary power of the Court to dismiss a complaint is to be exercised in furtherance of justice and in public good[*People v.Beasley,5 Cal.App.3d 617,637[85 Cal.Rptr.501].*There is no justice here,nor public good.Instead,the court has rewarded crime and criminal conduct,and enabled continuity of RICO violations.There is an ongoing threat of continuity, as defendants' routinely engage in such acts.Demands for waiver of liability are modus operande,as are the use of legal procedures to achieve illegitimate and illegal outcomes.Defendants' illegitimate acts have been camouflaged under the cloak of Bankruptcy Orders against me(p.223-240).District Court was mandated,and this Court has a duty to rectify such extensive,conscious shocking crime,and fraud upon the Court,especially because I am not the only victim of their alleged crimes.

Despite being a signatory of the Hague Visby Rules,New Zealand government suport local companies engaged in violation of international laws, and commission of international crime.It is reluctant to cede jurisdiction to COGSA(P.68-77)Harter Acts p.67-68)for fear the acts of these NZ companies and their operators would be exposed and held liable.This Court must take a leaf from the Tirouda Court,which stated the following:

> *We decline to interpret our rules so as to render the defrauded court impotent to rectify this situation.We find Mr.Tirouda's actions to be an example of "egregious conduct" justifying relief under the savings clause of Rule 60(b).See Wilson,873 F.2d at 872....in addition to perpetrating fraud upon the courts of Mississippi,* ***Mr.Tirouda attempted to use the courts of Mississippi as an instrument to assist in his fraud.*** *Justice cannot be promoted and a just determination of the action cannot be accomplished in allowing Mr.Tirouda to retain a Mississippi birth certificate to which he is not entitled....[Also see Tirouda v State,No.2004-CP-00379-COA.Missisippi,2005)]*

Petition must be granted to establish precedents that affect international commerce thru violations of RICO laws.[*Musick v Burke,913 F2d,1390(9th Cir,1990).*Also see section titled *Other Courts Have Ruled Differently On RICO Violations.*

4. Conflict Of Laws

a. Refusal To Schedule Proper Hearings Represents An Invited Error

Judge Ishii,as a matter of fact,*never* holds a hearing on any matter.To schedule a pro se litigants complaint in a Courtroom that is notorious for never holding a proper hearing was an error invited by the Court.The Court failed in its affirmative duty to provide information to a self-represented litigant,[*Castro v.US(2003)124 U.S.786*].The fee waiver issues could have been better resolved if the Judge had questioned me,or sought additional information.State Superior & Appellate Courts have previously and since granted fee waivers and Judge Ishii himself granted a fee waiver for appeal.In hindsight,Judge Ishii was on the verge of retirement at the time,and retired very soon after.See section titled *Judge Ishii Was Unqualified.*Contrary to the Appellate finding : "*Despite the district court's warning and instruction,Sameer's third amended complaint was vague,confusing,and failed to allege clearly the bases for her claims*" there is no evidence that the failure to comply with Courts rulings and instructions was intentional,or malicious.The failure could have been avoided if Judge Ishii had shown a basis courtesy that the pro se litigants deserve,and that the Supreme Court has repeatedly advised – to treat RICO complaints, and pro se complaints liberally and to provide adequate information to the pro se litigant,given the merits of the case.His refusal to provide this basic courtesy to the pro se litigant appearing for the first time in a federal court,represents clear abuse of discretion.

When a Judicial officer knows a crime is being committed, and public is being defrauded, he or she is mandated to prevent the crime,and act in the furtherance of justice[18 USC 4,42 USC1986].Judge Ishii's duty to protect public from crimes was greater and more important than the discretionary power to "manage his docket" thru dismissals using vague, intangible adjectives like prolix, argumentative, and prolific to define a pro se complaint.He failed.

> "*The trial court's discretion is not absolute: 'The discretion intended...is not a capricious or arbitrary discretion,but an impartial discretion,guided and controlled in its exercise by fixed legal principles.It is not a mental discretion,to be exercised ex gratia,but a legal discretion,* ***to be exercised in conformity with the spirit of the law and in a manner to subserve and not to impede or defeat the ends of substantial justice****."(Bailey v.Taaffe(1866)29 Cal.422,424.).*

"*Although a defendant is entitled to the weight of the policy underlying the dismissal statute,which seeks to prevent unreasonable delays in litigation,the policy is less powerful than that which seeks to dispose of litigation on the merits rather than on procedural grounds.(Denhem and Sup Ct citing Daley v.County of Butte,227 Cal.App.2d,380,390[7][38 Cal.Rptr.693].)[2Cal.3d 567]*.Judge Ishii exercised his discretion to impede and defeat the ends of substantive and procedural justice.He could have prevented a bankruptcy and fraudulent sale of goods(p.223-240).Now, there is no other legal recourse except this certiorari as all photographs of children, heirlooms, keepsakes etc of immense emotional value cannot be returned or replaced.The least this Court can do, is to bring these culprits to justice.

b. Managing Court Docket

The notion that Court dockets must be managed at the expense of justice is simply flawed and leads to further overcrowding of dockets as people deprived of their day in the court seek vindication of their rights,and because the government is committed to ensure that people have meaningful opportunities to be heard.This basis also fails.

c. Notice Requirements Cannot Be Enforced When Defendants Are Evading Service

Under the adversarial system, notice is a fundamental right of the defendants,and a timely service of summons and complaint is a constitutionally imposed duty on the Plaintiff.However,malicious attempts by a defendant to evade service of summons and complaint are attempts to engage in extrinsic fraud, to ***unlawfully*** rob the Plaintiff of her constitutional right to Petition,to defeat justice.Therefore,the rights of the party acting in furtherance of justice – the Plaintiff attempting to serve the summons-must be held of greater importance.To not do so would be akin to rewarding misconduct that seeks to violate the law.The Court lacks the authority to promote extrinsic fraud and any such act is therefore in excess of its jurisdiction. Here,RM4U et al,and TALBOT were all aware that they were being served.Each had repeated been sent the summons and complaint thru email,and by mail.They were also repeatedly, personally served by process servers.They provided fictitious addresses [18 USC 1342], and/or refused to accept summons and complaint. Such acts cannot entitle the defendants to dismissal of the complaint as they are incompatible with the philosophy of law and justice,and in conflict with the judicial responsibility to prevent crime.Dismissal, in the face of such conduct only serves to promote illegal behaviors and is a violation of Judicial Canon 3B – the attorneys should have been sanctioned.Also see section titled *Substituted Service*,under *Petition Must Be Granted To Maintain Consistency of Decision Making(Splits)*.

d. Conflict Between Laws Of US,NZ,and International Treaties,and conflict with the Judgments from New Zealand

NZ is signatory to Hague-Visby treaty,reflected in Maritime Transport Act(p.364-368) of 1994.COGSA,HARTER Act, and Maritime Transport Act are similar in their goals.The only difference would be the liability **amount**, and jurisdiction of the Courts.Whereas COGSA(P.68-77)and Harter(67-68) provide jurisdiction to US Courts,Maritime Transport Act (p.364-368)provides NZ Courts with the jurisdiction over disputes. Therefore determining which law is applicable,is important. New Zealand Courts have rejected these laws that govern international shipments,and have instead imposed Carriage of Goods Act(COGA)(p.249-270),rather than any of these three acts, thus holding that multimodal operator can dissociate from the chain at will for the purpose of evading liability.This should not be accepted and allowed by the international community.Such dissociation leaves the consumer vulnerable,and defeats the purpose of the unitary responsibility of the multimodal transport operator.Certiorari must be granted to address these questions, and reverse such precedents.

e. Conflict with FRCP 8

The Court dismissed my complaint on the basis of FRCP 8(a)(2)which states that a pleading that states a claim for relief must contain: "*a short and plain statement of the claim showing that the pleader is entitled to relief.*" If construed liberally, the complaint **is** a short and plain statement of the claim,and it competently shows the relief sought.It provides adequate details of crimes,the nature of relief sought and how and why that relief must be granted.It"*give[s]the defendant fair notice of what the ..claim is and the grounds upon which it rests*.Rule 8(f)'s mandate that "*all pleadings shall be so construed as to do substantial justice*[30]." The dismissal

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[30] "*the right of a potential litigant to the use of judicial procedures is constitutionally protected by the* ***prohibitions against state deprivation of property without due process of law****."[Supra at 921]...* ***The trial court may not make findings as to the existence of facts based on a weighing of competing declarations****. Whether or not the evidence is in conflict,if the petitioner has presented a sufficient pleading and has presented evidence showing that a prima facie case will be established at trial,the trial court* ***must*** *grant the petition...Subjecting the allegations to a fact adjudication screen would violate the right to a jury trial.*" *Hak Fu Hung v.Warren Wang(1992)8 Cal.App.4th 908,at 931*,Cal.Const.,art.I.§16.

did not do substantial justice.The Court cannot ignore this-statutory interpretation necessitates that statutes should be construed "*so as to avoid rendering superfluous*" any statutory language: "*A statute should be construed so that effect is given to all its provisions,so that no part will be inoperative or superfluous,void or insignificant....*"[*Hibbs v.Winn,542 U.S.88,101(2004)(quoted in Corley v.US,556 U.S.303,314(2009)]*.Resistance to treating statutory words as mere surplusage "*should be heightened when the words describe an element of a criminal offense.*"[*Ratzlaf v.US,510 U.S.135,140-41(1994)*].There is no reason to assume that this does not apply to the Federal Rules of the Civil Procedures.

FRCP 9 versus FRCP 8

FRCP necessitates that fraud be plead with specificity and detail.Therefore,in complaints where fraud is being alleged,FRCP 9 is fundamentally incompatible with FRCP 8 and the complaint maintains this balance.

Merits Of The Case versus FRCP 8

Good public-policy dictates that cases be adjudicated on their merits.[See *Hotel Last Frontier v.Frontier Prop,79 Nev.150,155-56,380 P.2d.293,295(1963)*]and disposition on the merits is favored over judicial efficiency.[*Bahl v Bank of America(2001)]*.Judge Ishiii's foreclosure disregards the merits& violates constitutional rights.[*Braxton v.Municipal Court[S.F.No.22896.SupremeCourtOfCalifornia.October 4,1973*].This is especially true when extensive fraud is involved – technical loopholes must not be allowed in the face of fraud.The question before the Court is whether the merits of any case are subservient to the mandates of FRCP8(a)(2).

Californian Rules express preference for resolution on the merits,***even if resolution requires excusing inadvertence by a pro se litigant that would otherwise result in a dismissal***.Plaintiff need not demonstrate a probability of prevailing on merits.[*Favila v.Katten Muchin Rosenman LLP,(2010)188 Cal.App.4th 189,Cal.App.4th at pp.208–210]*

"A court's inherent authority to dismiss an action should only be exercised"in extreme situations,such as when the conduct was clear and deliberate,where no lesser alternatives would remedy the situation ..(Del Junco v.Hufnagel(2007)150 Cal.App.4th 789,799;see also Lyons v.Wickhorst(1986)42Cal.3d 911,915.There is no evidence that the conduct was clear, deliberate, and there was no other alternative.A district court may only impose the sanction of dismissal on finding of"*willfulness,fault,or bad faith.*" *Leon,464F.3d at 958*.None of these was evidenced.

Fraud Upon The Court versus FRCP 8

> *We decline to interpret our rules so as to render the defrauded court impotent to rectify this situation.We find Mr.Tirouda's actions to be an example of "egregious conduct" justifying relief under the savings clause of Rule 60(b).See Wilson,873 F.2d at 872....in addition to perpetrating fraud upon the courts of Mississippi,Mr.Tirouda attempted to use the courts of Mississippi as an instrument to assist in his fraud.Justice cannot be promoted and a just determination of the action cannot be accomplished in allowing Mr.Tirouda to retain a Mississippi birth certificate to which he is not entitled....[Also see Tirouda v State,No.2004-CP-00379-COA.Missisippi,2005)][Opinions on Fraud Upon The Court,p.110]*

An appeal from an order based on fraud upon the Court is a question of constitutional law,and questions the Court's lack of ability to perform its functions in an disclosure of facts,therefore ***this kind of conduct must be discouraged in the strongest possible***

way.[*Cox v.Burke,706 So.2d 43,47(Fla.5th DCA 1998)*].Therefore,the Court cannot use FRCP 8 to dismiss my complaint – the need to deter fraud to establish the victim's innocence, is a greater of the two requirements.

Pro Se Litigants v FRCP 8

A pro se complaint's allegations must be read expansively," *Haines v.Kerner 404 U.S.519,520-21,S.Ct.594,596,60 L.Ed.2d 652(1972)* "Court has a special obligation to construe pro se litigant's pleadings liberally" *Polling v.Hovnanian Enterprises,99 F.Supp.2d 502,506-07(D.N.J.2000).*"We hold pro se pleadings to a less stringent standard than pleadings drafted by attorneys and construe them liberally." *Tannenbaum v.US,148 F.3d 1262,1263(11th Cir.1998)*.Californian Rules express preference for resolution of every case on the merits,even if resolution requires excusing inadvertence by a pro se litigant that would otherwise result in a dismissal.The Judicial Counsel justifies this position based on the idea that "*Judges are charged with ascertaining the truth,not just playing referee...A lawsuit is not a game,where the party with the cleverest lawyer prevails regardless of the merits*."(*John Greacen,Greacen Associates LLC,"Ethical Issues for Judges in Handling Cases with Self-Represented Litigants*[31]" *Conley* establishes that only the barest of pro se complaints be dismissed for non-specificity even when alleging fraud,especially considering Rule 15's mandate that district courts liberally grant leave for amended,curative pleadings32.[Conley v.Gibson :: 355 U.S.41(1957)]."*The pleading is not a game of skill in which one misstep by counsel may be decisive to the outcome,and accept the principle that the purpose of pleading is to facilitate a proper decision on the merits*" Cf.*Maty v.Grasselli Chemical Co.*,303 U.S.197,cited in *Conley v Gibson,supra*].Also see *Opinions on Rights Of Pro Se Litigants (p.105)*

Constitutional Guarantees v FRCP 8

Courts across US hold that suits may not be dismissed without a trial.["*Counsel and her clients have a right to present issues that are arguably correct,even if it is extremely unlikely that they will win ....[A claim]that is simply without merit is not by definition frivolous and should not incur sanctions.Counsel should not be deterred from filing such[claims]out of a fear of reprisals.*"(*California Teachers Assn.v.State of California(1999)20 Cal.4th 327,340,975 P.2d 622,84 Cal.Rptr.2d 425,quoting In re Marriage of Flaherty(1982)31 Cal.3d 637,650,183 Cal.Rptr.508,646 P.2d 179.)]*.These rights are also emphasized by First,Seventh,Fourteenth Amendment(App D,p.99).(See *Unconstitutionality*).Access to Courts, and meaningful rights to be heard are rights that the State deems as a "protected interest."[*Zeigler and Hermann,47 N.Y.U.L.Rev.at 205-06(cited in* note 2)(*pro se litigants deserve* ***fair*** *and* ***efficient*** *screening of their claims*)].See *Opinions on Rights of Pro Se Litigants*,p.105) .These constitutional guarantees are not subservient to FRCP 8 technicalities cited by Judge Ishii.

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[31]http://www.courtinfo.ca.gov/programs/equalaccess/documents/selfrep07/Ethical/May_07_Ethical_Issues.ppt

[32] *"The Court of Appeals' departure from the liberal pleading standards set forth by Rule 8(a)(2)is even more pronounced in this particular case because petitioner has been proceeding,from the litigation's outset,without counsel.A document filed pro se is "to be liberally construed," Estelle,429 U.S.,at 106,and "a pro secomplaint,however inartfully pleaded,must be held to less stringent standards than formal pleadings drafted by lawyers," ibid.(internal quotation marks omitted).Cf.Fed.Rule Civ.Proc.8(f)("All pleadings shall be so construed as to do substantial justice").]*

f. Conflict Between US laws and NZ laws makes The Judgements Void

Under COGSA,Harter Act(p.67-68),US retains jurisdiction on any disputes arising from the BOL # 2114544 (App F,154,Arrival notification).Therefore,NZ Courts had no jurisdiction to adjudicate on this dispute,and all orders made in New Zealand against me,are **void for clear lack of jurisdiction**.Among other damages,the defendants are liable jointly or severally for the damages inflicted on me due to intentional misrepresentation of facts,and laws,in New Zealand Courts and abuse of process.

Arguably, even if one were to ignore US laws,and US jurisdiction,New Zealand is a signatory to Hague-Visby Rules,which are reflected in the Maritime Transport Act.(p.364-368)which was also violated.

Under all of these laws if the concluding multimodal operator wishes to be released from liability,he/she must prove that he/she is not guilty of loss,damage,or delay in the delivery of the goods.If the goods have not been delivered within 90 consecutive days following the date of delivery,the claimant may treat the goods as lost and the carrier becomes liable for the damage incurred because of a delay,unless the reason for the delay is any fact that excludes the carrier's liability for the loss of or damage to the thing[33].**This unity system makes the concluding multimodal transport operator responsible person for the entire transport, separately from the contracts of transport branches.**

Defendants actions,and the New Zealand Judgments against me represent violations of shipping laws because they grant the concluding multimodal transport operator the opportunity/authority to dissociate themselves from the chain,and thus fraudulently evade liability for damage to the cargo – which is the very act the international,US or NZ shipping laws intended to prevent.They assist CRL in arbitrarily *creating* the exception by fraudulently imposing bankruptcy on me(p.223-240).The Courts had no authority to grant such dissociation.or help CRL in fabricating such exception thru fraud.The Judgments are **void for excess of jurisdiction**.

These questions and more could never be reached earlier.In view of the inseparability of the multimodal transport operators from the chain of operators,these federal questions are of paramount importance as they affect the rights of the US Citizens worldwide.The Court is required to address the conflict in public interest.

5. Void Judgments – Are These Judgments Made In Absence or In excess of Jurisdiction and are therefore Void ?

Eastern District Court's Dismissal Is Void

The Court dismissed my complaint primarily on the basis of FRCP 8(a)(2)which states that a pleading that states a claim for relief must contain: "*a short and plain statement of the claim showing that the pleader is entitled to relief.*"Constitution does not impose any limitations on individual's speech wrt to his Petitioning rights.However,Rule 8 imposes a limitation that is fundamentally not just constitutionally vague but also incompatible with the concept of access to justice,and meaningful opportunity to be heard because it simply limits these constitutional guarantees,when neither the Framers,nor the Congress specifically prescribed any limits on these guarantees.On the contrary,the US Constitutions have always meant to vehemently protect and guard victims' rights to petition for redress(See for example Victims Bill of Rights),and common laws hold that Plaintiff's allegations must be taken to be true and the pro

[33] Pending dispute is not a ground for failure to deliver.

se complaints must be liberally construed.Therefore,the use of Rule 8 to silence anyone,especially pro per citizens bringing legitimate claims to Court,is incompatible with the constitution,and with Supreme Courts precedents on pro se litigant claims, and therefore unconstitutional.

The meritorious complaints that are "argumentative, prolix, replete with redundancy, and largely irrelevant" as Judge Ishii called my complaint, do not deserve to be dismissed because a liberal construction can establish the merits of the case even in these conditions.The prolixity, argumentativeness, or redundancy is not mutually exclusive to merits of the case, and does not take away the merits of the case.Rather, it enhances the merits.Therefore, merits of the case are not subservient to the technical requirements of Rule 8 and the dismissal exceeds the authority of the Court.

Because Judge Ishii has used Rule 8 to adjudicate factual questions in nonfrivolous claims without a trial,dismissal under Rule 8 violates the right of trial by jury guaranteed under the Seventh Amendment, therefore such a Judgment exceeds the authority of the Court.The right to jury trial is absolute,since it arises from the constitutional guarantees.

Last,but most important,Rule 8(e)(*Construing Pleadings.Pleadings must be construed so as to do justice*)is a substantial part of Rule 8.Judge Ishii's ruling dismissing my complaint on the basis of Rule 8 does not show that he construed the pleading so as to do justice.At the very least, he did not outline how justice was being done thru such dismissal.
Failure to consider this vital clause renders the dismissal to be void,in excess of Courts jurisdiction.

All Orders from New Zealand Are Void As A Matter Of Law

The Cargo had been loaded in US,and therefore,COGSA,and therefore all disputes related to the BOL 2114544 were to be covered under COGSA(P.68-77)and HARTER Acts(p.67-68).I have never ceded jurisdiction,and there was no agreement to cede US jurisdiction on the matter.But even if one did, for a moment,concede to jurisdiction of NZ Courts,the Judgments against me are from Disputes Tribunal.Disputes Tribunal did not have jurisdiction to handle disputes in excess of $15,000.Therefore,it is obvious that the claims raised herein could not have been raised in the Disputes Tribunal.Further,Disputes Tribunal only has jurisdiction over claims involving breach of contract.It does not have jurisdiction over criminal statutes,and/or tort claims.Therefore,the Judgments from NZ limiting this multimillion dollar claim to $15,000 and then dismissing it, are void as a matter of law for lack of subject matter jurisdiction.

Additionally,the Seventh Amendment(Amendment VII)to the US Constitution(App D,p.99),codifies the right to a jury trial in civil cases.Article I,Section 16 of the State Constitution also makes the jury trial an inviolable right. CCP 631 also preserves litigants' right to jury trial.The immunities and Privileges Clause of the Fourteenth Amendment holds that "*No State shall make or enforce any law which shall abridge the privileges or immunities of citizens of the US.*" (See App D,p.99).Deprivation of trial robbed me of my due process rights guaranteed under the constitution.Therefore,the NZ Judgments are void on this basis also.

Additionally,American Rule holds that each party is responsible for its own legal costs,unless an award is statutorily permitted.Here,the litigation in New Zealand resulted in void orders in clear absence of jurisdiction,and those based on fraud,fraud upon the court,and therefore were in excess of Courts' jurisdiction.CRL was not entitled to attorney fee of over $30,000 and the

government was not entitled to an additional $30,000 or so in fee etc.Further,the Eighth Amendment(App D,p.99) prohibits ***cruel and excessive fines***.Having me declared bankrupt,and forcing me to pay $60,000 to defendants when I lack the ability to pay these fines,constitutes violation of my rights under Eighth Amendment, especially when I was robbed of all my belongings collected over the past 59 years.

Certiorari Corrects Void Judgments Made In Excess Of Jurisdiction

These void Judgments are unenforceable,and therefore must be rescinded/vacated.(See *Opinions on Void Judgments*,App E,p.105-106).Only Certiorari can correct such excess of jurisdiction and the orders made in clear jurisdiction.

6. Petition Must Be Granted To Maintain Consistency Of Decision Making (Splits)

Which Court Has Jurisdiction, Who Is Liable & What Is The Liability

Given the fact that defendants have destroyed the BOL that had been issued by SHIPCO, the question arises that in such cases, which Court has juriscition over the claims arising out of this dispute, and what is the nature of those claims.Whereas COGSA and HARTER Acts state that the US Courts have jurisdiction on the Cargo departing from or arriving in US, the Maritime Transport Act of NZ (p.364-368) states that NZ Courts have jurisdiction on disputes arising of all cargo departing from or arriving in NZ.This Court is required to resolve this split.

The decision from New Zealand Court absolve the multimodal carriers from liability for damages to the cargo. This is a policy decision that is evidenced in repeated violation of the rights of the victims thus defrauded in NZ.In fact, the defendants, each one of them, declare with impunity, openly, that they are *not* liable for any damages to the cargo that they handle on behalf of overseas movers.Such speech and actions are in violation of Hague Rules, Hague Visby Rules, and US and even the NZ shipping laws, but are protected and encouraged by governmental rulings, as the transcripts of the hearings in various Courts of New Zealand will show.

Court of Appeals decision regarding cargo liability in the *Kirby v.Norfolk Southern*(2004) is similar where Kirby made arrangements with and received a BOL from an NVOCC for transportation from Australia to an interior point in the U.S.The equipment was damaged while being transported by rail in the U.S.and Kirby sued the railroad(Norfolk Southern).The Court found that the ocean carrier's BOL was ineffective in applying the normal cargo liability limits to the Norfolk Southern railroad.Further,that the NVOCC's BOL was similarly ineffective because Kirby had no contractual relationship with the railroad.This ruling,if upheld,would have meant that the liability limits in an ocean carrier's BOL would not protect the ocean carrier,or its subcontractors,when an NVOCC customer's cargo is damaged.The case also raised the issue of whether there would be uniform federal maritime law in the U.S.covering such cargo claims or whether there could be a profusion of different state laws being applied.Upon Certiorari, the Supreme Court of the US held that an NVOCC acts as an agent for a shipper for the purpose of accepting limitation of liability provisions in an ocean carrier's BOL,thereby binding the NVOCC's shipper to the limitations in the ocean carrier's BOL.

The caselaw merely establishes the fact that international shipping laws apply and the concluding multimodal transport operator cannot dissociate itself for the purpose of

liability.The specifics of how they employ can only be determined after discovery is completed.

The recent rulings on[*Kim v.Kimm,884 F.3d 98(2d Cir.2018)*],by the Second Circuit narrowed the dismissal of claims based on a single lawsuit,but left the door open for courts to consider those civil RICO claims alleging predicate acts that "amount[]to far more than mere 'litigation activities,' and ...[involve]extensive and broader schemes to defraud" or that involve a fraudulent criminal scheme "*entirely external to,and independent of,any of the particular disputes between the litigants in the civil actions that were improperly filed and litigated by the ... defendants in execution of their scheme*" consistent with US v.Eisen,974 F.2d 246(2d Cir.1992).See *Curtis & Assocs.v.Law Offices of David M.Bushman,758 F.Supp.2d 153,176(E.D.N.Y.2010)*,aff'd sub nom.*Curtis v.Law Offices of David M.Bushman,443 F.App'x 582(2d Cir.2011)*(quoting *Nakahara v.Bal,No.97 CIV.2027 ,1998 WL 35123,at *9(S.D.N.Y.Jan.30,1998))*.

The question before this Court here is this – which court has jurisdiction, who is liable, what laws apply when the cabal gangs up to destroy the BOL, and how these acts must be treated.

Inconsistent Ruling On Fee Waiver

Article 10(*Everyone is entitled in full equality to a fair and public hearing by an independent and impartial tribunal,in the determination of his rights and obligations..*),first amendment("*right to petition*")and fourteenth amendment(*meaningful opportunity to be heard*),together guarantee justice.The government enables access to justice by providing fee waivers to parties who otherwise would not be able to afford litigation.This is *necessary* for indigent victims of crime.His refusal to grant me fee waiver prevented me from serving the summons and complaint on the Court,and from utilising USM285 – and is an invited error.At the very least, he could have ordered service thru USM285, at my cost.My financial conditions were worse in 2017 than they are today – I was homeless at the time,living in a religious shelter.I have a fee waiver on all my state actions related to family law matters – starting from Superior Courts up to Supreme Court of California.(See *List Of Related Cases*, in Petition for Writ Of Certiorari 19-8852).Yet Judge Ishii prejudicially denied my fee waiver when I first filed the complaint.He lacked the authority to deprive me of fee waiver.In fact, after dismissing my complaint,Judge Ishii granted my fee waiver for the appeal in 2018,even though there were no significant changes in my circumstances.Therefore,his refusal to grant me fee waiver for the complaint in 2017 was inconsistent with other state and federal rulings on fee waivers *and with his own assessment of my financial situation a few months later*.These suffice and Appellate Court should have a "*definite and firm conviction that the Court below committed a clear error of judgment*" as per the standard of review for fee waivers[See *O'Loughlin v.Doe,920 F.2d 614,617(9th Cir.1990)*].

Substituted service

See section titled *Service To Defendants*.Despite repeated services, and mailings, each defendants refused to sign waiver of service.RM4U has a fake business address[See 18 USC 1342].TALBOT repeatedly provided false service addresses.Defendant had adequate notice of dispute because all complaints were repeatedly mailed and emailed to them.Given their evasive conduct,District Court was without authority to deprive me of USM285 service facility *and* deprive me of permission for substitute service.See *Transamerica*

Corp.v.TransAmerica Multiservices Inc.et al.,No.1:18-cv-22483(S.D.Fla.)[34] Federal courts have granted motions for "substituted service" in cases of fictitious and anonymous websites registered to individuals and entities.The split between these two stances taken by state and federal court must be resolved.

Other Courts have Ruled Differently On Conspiracy

Judge Ishii acted as a tryer of facts, and declared that allegations were implausible.The *Schemes and Artifices* point to meeting of the minds to defeat ends of justice by influencing the activity of the NZ state.[See *United Bhd of Carpenters & Joiners Local 610 v Scott(1983)463 US 825,1035 Ct 3352,77 Led 2d 10449 113 BNA LRRM 3145 32 CCH EPD 33697,97 CCH LC 10231]*.Other Circuit Courts have held that such a collective criminal agreement—[a]partnership in crime—presents a greater potential threat to the public(*Iannelli v.US,420 U.S.770,778(1975),quoting Callanan v.US,364 U.S.587,593-94(1961)-Also see Hammerschmidt v.US,265 U.S.182(1924)1.*

*Slavin v Curry,574 F.2d 1256(5th Cir.1978)*is a similar case where Slavin sought and was denied a liquor license for his restaurant.He threatened the police that he would seek damages.Over the next few years,he was then subjected to deprivation of his civil rights under color of law, even jailed.In 1976 he filed a complaint and prevailed.This case is strikingly similar-in both cases,the victim was subjected to threats,harassment,illegal use of governmental authority.

> *When the complaint is read with the required liberality,however,it asserts a single,continuing conspiracy.That is,it reveals a conspiracy that began with the intention of denying[plaintiff]the equal protection of the laws& continued by obstructing justice& denying due process in an attempt to conceal the complicity in the first action.The complaint recounts a number of incidents.While they state separate causes of action against individual defendants,they charge participation in a single conspiracy.The district court erred in treating the incidents as alleging only separate causes of action[Slavin v.Curry,575 F.2d.1256,1265(5th.Cir.1978)].*

Although there is no direct evidence of an unlawful agreement between defendants,the agreement between conspirators may rest simply upon the tacit assent & acquiescence[*Wyatt v Union Mortgage Company(1979)24 Cal 3d.773,785-78657Cal.Rptr.392,598 P.2d.45;Holder& Home Savings& Loan Association)1968)267 Cal,App,2d.91,108,72 Cal Rptr.704*].The agreement to conspire may be shown by circumstantial evidence that shows a common intent[*Peterson v Cruickshank(1956)144 Cal,App.2d.148,300 P.2d.915*]-here the intent was to extort more money from me than they were entitled to,and then,defendants conspired to conceal documents,make false representations before FMC,before CDI,and before New Courts – to illegally evade jurisdiction of US Courts,with the goal of avoiding liabilities under the laws of US.The conspiracy renders the Judgments from NZ unconstitutional. Also see *Opinions on Conspiracy,p.111-115*.

Other Courts Have Ruled Differently On Violation Of RICO & Claims against Foreign Sovereigns

Each of these defendants have committed at least 2 predicate acts in furtherance of the open ended conspiracy, and none of the actors has exited yet.Interconnectivity and networking arising from repeat business between these members of the alleged enterprise,ensures loyalty

[34] See *Transamerica Corp.v.TransAmerica Multiservices Inc.et al.,No.1:18-cv-22483(S.D.Fla.)* U.S.District Court for the Southern District of Florida granted an order authorizing service of process by electronic mail in a case where the plaintiff was unable to make personal service due to evasive conduct by the Defendants.

between members of the enterprise.This enforces the quid pro quo nature of relationships,and mitigates the risk of being reported.None of the parties will report the other,because these quid pro quo arrangement ensure collective favorable results,and continuation of the enterprise.Such an organized arrangement constitutes a RICO enterprise,engaged in a conspiratorial agreement to defraud innocent consumers.I am not the only victim of these defendants.See AppH,p.368-2.At least 120 additional victims have been identified since.In addition to my own website on facebook,there is another **private** group of over 100 victims of CRL.**See FMC-19-03,a complaint filed by another consumer Mohd Rana,relocating from US to Pakistan.**(App G1 Complaint,G2 Brief,G3 Response,G4 Decision,p.241-338)[35].Regardless even if I were the only victim, the evidence exhibits a threat of continuity.[18USC 1962(c);(*US v Coonan,938 F2d,1553,1560(2nd Circuit,1991)cert denied 112 S Ct 1486(1992)– affirming RICO conviction when members changed over time);US v Scotto,641 F2d 47,54(2nd Cir,1980);Sun Savings & Loans Assn v Dierdorff,825,F2d,187,195(9th Cir,1987);US v Blackwood,768 F2d,131,137 – 38(7th Cir,1985).*Several defendants had day to day control over the proceedings,and they manipulated the proceedings[*NCNB National Bank of North Carolina v Tiller,814,F2d,931(4th Cir,1987)]*,a nexus exists between control of enterprise,and alleged racketeering activity[*Shearin v E F Hutton Group Inc,885 F2d 1162,1168,n.2(3rd Cir,1989)*.Merely belonging to an enterprise is not by itself a crime[*US v Castilano(1985,SE NY)610 Fed Supp 1359]*until members conspire to commit a crime.

Courts have held that the legislative intent behind enactment of statutes enshrined in 18 USC 1962 et seq(AppD,p.87-94)are prevention of organized crime that affect interstate or international commerce.RICO Act is not merely to compensate victim,but to turn them into prosecutors dedicated to eliminating conspiratorial deprivation of rights,and racketeering activity[*Rotella v Wood(2000)528 US 549120 S CT 1075,145 L Ed 2d 1047,2000 CDOS,1357]*.The purpose of such legislation is to prevent and punish financial infiltration and corrupt operations of legitimate business operations affecting interstate commerce[*US v Sutton(1979,CA6,Ohio)605 F2d260*],and to impose enhanced sanctions on those who engage in racketeering activities[*US v Yarbrough(1988,CA Wash)852 F2d 1522*].Offenders should not be able to escape liability under RICO[*US Provenzano,620,F2d.985,993(3rdCir);US v.Sutton,605,F2d,260,264,(6th Cir).*

Other circuits have held that government enterprise may be a group of individuals associated in fact "rather than a legal entity within 1961(4)[*US v Stratton,694 F2d,1066,1075(5th Cir,1981);US v Baker,617,F2d,1060(4th Circuit,1980).*
Public officials are not immune from RICO actions even if governmental entities could not be charged as the enterprise.The governmental officials – like several NZ state officials who endorsed the policy of absolving the multimodal transporter of liabilities in violation of Hague-Visby Rules and Marine Transportation Act-might themselves be charged as a criminal association in fact enterprise[*US v Turkette,452 US 576,580(1981);Kearney v Hudson Meadows Urban Renewal,829 F2d,1263,1266(3rd Cir,1989);US v Benny,786,F2d,1410,1416)]*.There are greater than 30 reported cases holding that even a

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[35] Also note the false representation made by MICHELLE FRANKLIN,RM4U to FMC about this case – in her responsive brief filed with FMC against Mohd Rana.Ms FRANKLIN informs FMC that I had no money to pay,therefore my cargo was held up and liquidated.Previously FIONA, and her employees are had lied, and presented forged documents before the courts in NZ.Judge Ishii has been attempting to protect habitual criminal offenders.

government entity may be an enterprise.Government enterprise may be a group of individuals associated in fact rather than a legal entity within 1961(4)[*US v Stratton,694 F2d,1066,1075(5th Cir,1981);US v Baker,617,F2d,1060(4th.Circuit,1980);US v Castilano(1985,SE NY)610 Fed Supp 1359]*These include government agencies,courts,etc[*US v Thompson,685,F2d,993 999(6th Cir,1982);US v Freeman,6 F3d.586 596-597(9th Cir,1993 – offices of CA 49th Assembly District);US v Alonso,746,F2d.862,870(11th Cir,1984)*– homicide section of Dade County,Public Safety Deptt);*US v Ambrose,740,F2d,505,,512,(7th Cir,1984)*Police dept;*US v Davis,707,F2d,880,882-883;US v Thompson,6th Cir,1982 – Tennessee Government Office etc etc;US v Frumento,405,F Supp,23,29-30(E.D Pa 1975)aff'd 563 F2d.1083(3rd Cir,1977),Cert denied 434,US 1072(1978)*.The Frumento decision is consistent with RICO's purpose of ridding the nation's economic life of the"cancerous influences of racketeering activity"_Also see 18USC 1962(c);*US v Scotto,641 F2d 47,54(2nd Cir,1980);Sun Savings & Loans Assn v Dierdorff,825,F2d,187,195(9th Cir,1987);US v Blackwood,768 F2d,131,137 – 38(7th Cir,1985).*Several defendants acquired day to day control over the proceedings thru their political lobbying, and corruptly influenced judicial officers in New Zealand to manipulate the proceedings[*NCNB National Bank of North Carolina v Tiller,814,F2d,931(4th Cir,1987)]*,a nexus exists between control of enterprise,and alleged racketeering activity[*Shearin v E F Hutton Group Inc,885 F2d 1162,1168,n.2(3rd Cir,1989)*.

Here,the parties have been litigating for the past 6 years,with defendants obstructing the course of justice thru forgery,perjury,and false declarations before courts.The Schemes & Artifices are the *modus operande* of these defendants,and they repeat these offenses over hundreds of consumers every year.Hence a need for a deterrant. Despite being a signatory of the Hague-Visby Rules, NZ government is reluctant to accept jurisdiction of US courts on cargo originating from US,and fails to enforce maritime Transport Act(p.364-368),which is a reflection of Hague Visby Rules. Therefore, freight forwarders in New Zealand routinely dissociate themselves from the multimodal transport chain and demand to be paid twice. NZ government/DOJ is complicit in supporting the alleged enterprise,and their failure to prevent and punish such crime constitutes breach of their fiduciary duties to their citizens.

In *Southway v.Central Bank of Nigeria,198 F.3d 1210(10th Cir.1999)*,the Tenth Circuit held that the FSIA(App D,97-98)does not preclude subject-matter jurisdiction for civil RICO claims against foreign sovereigns.[36].The Tenth Circuit explained that the FSIA(App D,p.97-98)does not refer to foreign sovereign immunity in the criminal context. *Southway,198 F.3d at 1214-15*. Therefore,the defendants' argument,which relied on criminal immunity under the FSIA,necessarily failed.Id.at 1214-15 & n.4.Tenth Circuit held that plaintiffs' civil RICO claims were viable and relied on the FSIA's broad language(App D,p.97-98)that provided jurisdiction over "any nonjury civil action" in which one of the FSIA's enumerated exceptions

[36] In Southway,a group of plaintiffs filed a complaint naming as defendants,among others,the foreign sovereigns the Central Bank of Nigeria and the Republic of Nigeria(collectively,defendants).Id.at 1212-13.The complaint alleged that,in violation of RICO,the defendants conspired with one another to defraud and commit theft against the plaintiffs.Id.at 1213.As here,the plaintiffs alleged various predicate acts for purposes of their civil RICO claims,including mail fraud,wire fraud,and the transfer of stolen property.Id.at 1213.The defendants moved to dismiss for lack of subject-matter jurisdiction under the FSIA arguing,in relevant part,that:(1)a foreign sovereign is immune from criminal indictment under the FSIA,(2)the predicate acts forming the basis of the plaintiffs' civil RICO claims were therefore not indictable acts,and(3)the plaintiffs' civil RICO claims necessarily failed.Id.at 1213.The district court denied dismissal,and the defendants appealed.Id.at 1213-14.

applied.Id.at 1215-16.The appellate court also relied on the fact that RICO's language dealt with indictable "acts," and not indictable "actors.".Thus,the Tenth Circuit opined that Congress which viewed sovereign immunity under the FSIA as an affirmative defense,*"[s]urely viewed commercial acts such as those in which Defendants ...allegedly engaged,as 'indictable' for purposes of a civil RICO claim."*. Tenth Circuit determined that the ***FSIA conferred subject-matter jurisdiction for civil RICO claims against foreign sovereigns,as long as one of the FSIA's enumerated exceptions applied***.

In *Keller v.Central Bank of Nigeria,277 F.3d 811(6th Cir.2002),*the Sixth Circuit rejected the Tenth Circuit's analysis in *Southway*,and held that foreign sovereigns were not indictable,and therefore could not commit the predicate offenses.Id.at 819-21.The Second Circuit has not addressed this circuit split,even though the issue was presented for review in *Kensington Intern.Ltd.v.Itoua,505 F.3d 147(2d Cir.2007)*.See 2006 WL 5691424,at **43-45(Initial Brief).The Eleventh Circuit has recognized the split,but resolved the issue on waiver grounds,thereby avoided the merits.*US v.Campa*,529 F.3d 980,1000-01(11th Cir.2008).Some district courts agree with the Sixth Circuit and hold that criminal immunity applies for foreign sovereigns under the FSIA,barring RICO claim.*Dale v.Colagiovanni,337 F.Supp.2d 825,842-843(S.D.Miss.2004.* Other courts have allowed RICO claims to proceed against foreign sovereigns.See,e.g.,*Kensington Intern.Ltd.v.Societe Nationale Des Petroles Du Congo,05 CIV.5101(LAP),2006 WL 846351,at *13(S.D.N.Y.Mar.31,2006)*,rev'd in part,vacated in part by *Kensington Intern.Ltd.v.Itoua.505 F.3d 147(2d Cir.2007)*(without addressing the question herein);*see also Am.Bonded Warehouse Corp.v.Compagnie Nationale Air France,653 F.Supp.861(N.D.Ill.1987)*.And still other courts have held that the **FSIA does not provide any shield from criminal proceedings**.*See In re Grand Jury Proceeding Related to M/V DELTUVA,752 F.Supp.2d 173,179-80(D.P.R.2010).* Also see *Opinions on RICO,p.115-116.*

Other Courts Have Ruled Differently On Void Orders

Judgments made by Eastern District Court,NZ Courts are in excess of Court's jurisdiction and therefore are Void as a matter of law,for fraud upon the court(*Opinions on Fraud Upon the Court,App E,p.109-110)*,deprivation of civil rights under color of law,and violation of RICO.(See *Opinions on Void Judgments;App E,p.105-106*). No Court has the authority or jurisdiction to a)ratify a void order b)refuse to declare a void order null and void.Certiorari must be granted to correct these void Judgments made in clear excess of NZ jurisdiction.

7. Unconstitutionality

a. Unconstitutional For Excess Of Jurisdiction

See section titled *Conflict Of Laws* Dismissal on the basis of FRCP 8 deprives of due process as enshrined in the constitutional guarantees of First Amendment(AppH,p.345,440),Seventh Amendment[App C,p.108],Fourteenth Amendment ,also reflected in the State Constitution Article 1,Section 16.Further,as argued elsewhere,Judge Ishii failed to consider the Rule 8(e), interpreted to mean that any Court **must** consider the balance of justice.Failure to do renders the dismissal in excess of the Court's jurisdiction.

b. Unconstitutional For Fraud,Conspiracy,Violation of RICO

Although there is no written agreement alleging conspiracy,the evidence points to a meeting of the minds.Perjury, forgery, obstruction of justice,misleading and misrepresentation to Judicial officers provide sufficient circumstantial evidence of conspiracy used to deprive

me of my rights under color of law,casefixing.These offenses are against US 18USC2] and must be discouraged in the strongest possible way.[Cox v.Burke,706 So.2d.43,47(Fla.5th DCA 1998)] In re Village of Willowbrook37 Ill.App.3d.393(1962)].NZ government became guilty of *relieving,comforting or assisting the offenders in order to hinder or prevent their apprehension trial or punishment[18USC3].* The complaint alleges ongoing conspiracy,recognized as a continuing offense[US v.Neusom 159 F.App'x 796(9th.Cir.2005);US v.Kissel,218 U.S.601610(1910).(See Opinions on Conspiracy,App E,p.111-115,Opinions on RICO Violations,p.115-116))Also see_ Other Courts Have Ruled Differently On Conspiracy)The repetitive,and the *organized,and conspiratorial,*nature supports the allegations of RICO violations(See Opinions About RICO Violations,App E,p.448-449).Concealing these conscious shocking crimes under the cloak of Bankruptcy Laws/COGA and inciting various Courts into making void orders against me, establishes criminal intent, and constitute fraud upon the NZ Courts.See Opinions on Conspiracy,App E,p.111-114,(See Opinions About RICO Violations,App E,p.115-116),,Opinions on Fraud Upon the Court,App E,p.109-110.This Court must not remain impotent to rectify such extensive fraud upon the Court[*see* Tirouda v State,No.2004-CP-00379-COA.Missisippi,2005)]

Whenever any officer of the court commits fraud during a proceeding in the court, he/she is engaged in "fraud upon the court" It is where the court or a member is corrupted or influenced or influence is attempted or where the judge has not performed his judicial function --- thus where the impartial functions of the court have been directly corrupted."[Bulloch v US763.F.2d.11151121(10th Cir1985)].It "embrace that species of fraud which does or attempts to defile the court itself or is a fraud perpetrated by officers of the court so that the judicial machinery can not perform in the usual manner its impartial task of adjudging cases that are presented for adjudication"[Kenner vC.I.R.387 F.3d.689(1968);7 Moore's Federal Practice2d.ed.p512¶ 60.23].It is clear& well-settled that any such attempt "vitiates the entire proceedings".[The People of the State of Illinois v.FredE Sterling357 Ill354;192 NE229(1934)]

8. Petition Must Be Granted Because Violation of Civil Rights Under Color Of Law & Statutes

Causes of action under 1985(App C,p.108)exist under Fourteenth Amendment(App C,p.108)where Plaintiff can allege facts that tend to show that defendants conspired to incite and/or corruptly influence public officials/judicial officers to exceed bounds of their jurisdiction as CRL and their attorneys did in this case.Courts have held that_Conspiracy in context of 1985(3)means that co-conspirators have agreed at least tacitly,as here,to commit acts which will deprive Plaintiff of equal protection of US laws[See Santiago v Philadephia(1977,ED Pa)435 F Supp 136.].The extensive misrepresentations constitute violations under 42 USC 1983,1985,and 1986(App C,p.103-106).**If 42 USC 1985 refers in precise terms suit for damages,Supreme Court may fashion effective equitable remedy[*Mizell v North Broward Hospital District(1970,CA 5,Fla)427 F2d 468*].**

_*"The trial court's discretion is not absolute: 'The discretion intended...is not a capricious or arbitrary discretion,but an impartial discretion,guided and controlled in its exercise by fixed legal principles.It is not a mental discretion,to be exercised ex gratia,but a legal discretion,to be exercised in conformity with the* ***spirit of the law and in a manner to subserve and not to impede or defeat the ends of substantial justice****."(Bailey v.Taaffe(1866)29 Cal.422,424.).*

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."[Osborn et al.v.The Bank of the United State(1824,U.S.)9 Wheat.738,866.]

*"The **failure** to exercise discretion is an abuse of discretion."* In[*Dickson,Carlson & Campillo v.Pole,83 Cal.App.4th 436,449(2000)].*

Additionally, under American Rule each party bears their own attorney fee unless statutorily authorized.Here,despite being victimised, New Zealand Courts have imposed on me attorney fee &costs of $60,000.Causes of action under 1983,1985,1986(App C,p.103-106)exist where facts show that these NZ Actors exceeded their authority.

COGSA(P.68-77)(p.77-87),and Harter Acts(p.67-68)establish jurisdiction of US Courts arising from the BOL prepared by SHIPCO.Defendants conspired to violate my constitutional rights by obstructing justice thru perjury, forgery, misrepresentations of facts and laws, preventing me from petitioning US Courts,preventing jury trials, and to have US laws equally applied, to seek protection from excessive fines.Congressional freedom and intent in prevention of crimes of restricting such freedom is embodied in statutory schemes 42 USC 1981,42 USC 1983,42 USC 1985(2)and(3)and 42 USC 1986(App E,p.376-378),characterised as felonies under federal laws.

> *"every **person**,who,having knowledge that any of the wrongs conspired to be done,and mentioned in section 1985 of this title,are about to be committed,and having power to prevent or aid in preventing the commission of the same,neglects or refuses so to do,if such wrongful act be committed,**shall** be liable to the party injured,or his legal representatives,for all damages caused by such wrongful act,which such person by reasonable diligence could have prevented;and such damages may be recovered in an action on the case;and any number of persons guilty of such wrongful neglect or refusal may be joined as defendants in the action(42 USC 1986,App D,p.97)*

If a party has potential to stop illegal activity but fails to do so,then that party may be said to have impliedly conspired in such illegalities[*Dickerson v US Steel Corp(1977,ED Pa)439 F Supp,55,15 BNA FEP Cas 752 15 CCH EPD 7823,23 F Serv 2d 1429]*.Here,the defendants, their attorneys, and the NZ government became willing participants instead(1985).Such a collective criminal agreement—[a]partnership in crime—presents a great potential threat to the public(*Iannelli v.US,420 U.S.770,778(1975),quoting Callanan v.US,364 U.S.587,593-94(1961) -Also see Hammerschmidt v.US,265 U.S.182(1924)]*.Also see *Opinions on Civil Rights Violation*(p.107).Once the deprivations are identified,the courts must then determine how much process is due the civil pro se litigant.See Mathews v.Eldridge:

1. The private interest that will be affected by the official action;
2. The risk of an erroneous deprivation of such interest through the procedures used,and the probable value,if any,of additional or substitute procedural safeguards;
3. The Government's interest,including the function involved and the fiscal and administrative burdens that the additional or substitute procedural requirement would entail.if the cost of such error is less than the cost of reducing the error,then efficiency considerations tell us to tolerate the error.[*Carroll Towing,159 F.2d at 173.Posner, Economic Analysis of Law at § 21.1 at 517- 18(cited in note 121)]*

Private Interest

Defendants have cheated me of my property, converted my goods and funds, and the **NZ government has wrongfully extorted approx.$45,000 from me till date under threats of**

selling off my primary residence.NZ proceedings and Judgments deprived me of due process,within the meaning of the due process clause embedded in the fourteenth amendment.My property was simply confiscated and sold.Additionally, conspiracy to wilfully deprive a person, or cause to be deprived, of their rights,privileges,and immunities secured or protected by the Constitution and laws of the U.S statutes are Punishable with fine or imprisonment of up to one year,or both.18 USC 241,242].

Interests comprehended within meaning of either liberty,or property under procedural guidelines of due process clause of 14th amendment include interests that are recognized, protected by the state law and interests guaranteed in one of the provisions of the Bill of Rights incorporated in the 14th Amendment[*Paul v Davis(1976)424 US 693,47L Ed 2d 405,96 S Ct 1155,1BNA IER Cas 1827 reh den*].The 14th amendment also gives everyone a right to due process of law[*Jones v District of Columbia(2003,DC Dist Col)273 F Supp 2d 61*].

Dismissal of my complaint infringes on my Civil Rights [42 USC1985(1),(2) and(3), 1986,AppD,p.95-97] .Liability is ascribed under 1985(3)when attempts to have charges brought against co-defendants were suppressed by public officers acting under color of law[*Azhar v Conley(1972, CA6 Ohio)456 F2d 1382,15FR Serv 2d 1179].C*o-conspirators have agreed at least tacitly,to commit acts which will deprive me of equal protection of US laws[See *Santiago v Philadephia(1977,ED Pa)435 F Supp 136*.].The aim of the conspiracy has been to influence the activity of the state[See *United Bhd of Carpenters & Joiners Local 610 v Scott(1983)463 US 825,1035 Ct 3352,77 Led 2d 10449 113 BNA LRRM 3145 32 CCH EPD 33697,97 CCH LC 10231].*Judge Ishii failed to prevent crimes against me[See *Dickerson v US Steel Corp(1977,ED Pa)439 F Supp,55,15 BNA FEP Cas 752 15 CCH EPD 7823,23 F Serv 2d 1429].*

Circuit Courts have held that *"[p]rocedural due process rules are meant to protect persons not from the deprivation,but from the mistaken or unjustified deprivation of life,liberty,or property."* *Carey v.Piphus,435 U.S.247,259(1978)*.*[P]rocedural due process rules are shaped by the risk of error inherent in the truth-finding process as applied to the generality of cases*.[*Mathews v.Eldridge,424 U.S.319,344(1976)*].Any intentional deprivation of procedural due process,as here,is actionable.See(*Earle v McVeigh,91 US 503,23 L Ed 398;Morrissey v.Brewer,408 U.S.471,481*],and imposes constraints on governmental decisions[See *Braxton v.Municipal Court[S.F.No.22896.Supreme Court of California.October 4,1973.In People v Ramirez[Crim.No.20076.Supreme Court of California.September 7,1979*].Substantive right to a remedy for injuries is protected by the guarantee of "full and equal benefit of all laws and proceedings for the security of person and property"."*The very essence of civil liberty certainly consists in the right of every individual to claim the protection of the laws,whenever he receives an injury.* ***One of the first duties of government is to afford that protection***."[*Marbury v.Madison,5 U.S.(I Cranch)137(1803*)].Depriving a person their right to trial falls outside the curative provisions of California Constitution, Article VI,section 13.(*Callahan v.Chatsworth Park,Inc.(1962)204 Cal.App.2d 597,610[22 Cal.Rptr.606];see Spector v.Superior Court(1961)55 Cal.2d 839,844[13 Cal.Rptr.189,361 P.2d 909].*"*absent a countervailing state interest of overriding significance,persons forced to settle their claims of right and duty through the judicial process must be given* a ***meaningful opportunity to be heard***."(*Boddie v.Connecticut(1971)401 U.S.at p.377[28 L.Ed.2d at pp.118-11;Logan v.Zimmerman Brush Co.,455 U.S.422,437(1982)*;*Little v.Streater,452 U.S.1,5-6(1981)].*

Judge Ishii's actions deprive me of substantial property rights.Supreme Court of US traditionally accepts Petitions for Writ of Certiorari where such deprivations under color of

law are alleged, where Court orders are in excess of jurisdiction, where foreign orders are involved. The Court has a duty to declare these judgments void, and compensate this victim of international crime.The private interests test is in favor of the petition being granted.See *AppE,Opinions on Civil Rights Violations,p.107-108*)

Risk of An Erroneous Deprivation of Interests etc.

Constitutional rights guaranteed by 1st, 7th(App C,108),8th(App C,p.108), and 14th Amendment(App C,108)constitute property under federal law.Here Judge Ishii and NZ Courts have deprived me, and many like me, of property.This final judgment deprives me of other procedural or additional safeguards.NZ government has shown its discriminatory bias.

Governmental Interests

Denial of my Petition would not reduce litigation and there is no fiscal or administrative benefit arising from denial.Granting the Petition may bring to an end the ongoing litigation in US and in NZ[37] and provide a precedent that will protect other innocent consumers.This Court must exercise its original jurisdiction and appellate jurisdiction in furtherance of justice.**18 USC 4 imposes upon all Courts a mandatory requirement to expose the perpetrators of crimes against US**.[See *Opinions on Crimes Against US*,App E,p105].

Governmental interests are neither advanced thru promotion of a string of constitutionally void Judgments from NZ and US,nor by denial of my civil rights,nor by promoting and encouraging "international gangs".In this discretionary review involving international crime, "*the* ***failure to exercise discretion is an abuse of discretion***. "*[Dickson,Carlson & Campillo v.Pole,83 Cal.App.4th 436,449(2000)]*.It would deprive this Court a chance to establish laws to prevent such crimes.Governmental interests are severely compromised by collective conspiratorial arrangements that seek to profit from commission of international crime and presents a greater potential threat to the public(*Iannelli v.US,420 U.S.770,778(1975),quoting Callanan v.US,364 U.S.587,593-94(1961) -Also see Hammerschmidt v.US,265 U.S.182(1924)]*. The law should presume that the government's interest in ensuring court access, preventing international crime,protecting the citizens of US from crime and criminal offenders, punishing offenders outweighs the government's interest in the reduction in subsequent litigation because the government is committed to ensuring that litigants have their day in court and that all crime is prevented/deterred.

9. Judge Ishii Was Unqualified

A parallel case was filed against a District Court Judge EDWARD DAVILA and 3 other State Court Judges from Fresno County(See 1-17-CV-01748, Appeal 19-15011).Committee on Code of Conduct for US Judges, Compendium of Selected Opinions §3.6-6[1](April 2013), requires disqualification of the entire district when there is a judge in the district being sued as a defendant, and transfer of a case from the appellate court to the US Supreme Court.[*13 WitkinCal.Proc.Appeal §917]*.Judge Ishii failed to do so[38].Additionally,Judge Ishii retired

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[37] Although my RICO claims is dismissed, the nature of ongoing conspiracy allows me to claims against the defendants, and against NZ government, and Writ of Certiorari to quash the Judgments and Bankruptcy Judgments against me(p.223-240).All this would be time consuming, resource intensive, and the NZ governments *obvious* discriminatory politics of protecting its businesses at all costs, may lead to my failure.NZ government may also impose severe attorney fee on me, to unlawfully silence me.

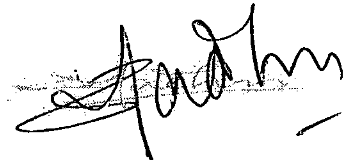
[38] In *US.v.Jordan(1985)49 D.3d 152, Ft.18*, the 5th Cir.'s majority stated in Footnote 18 that: "*The public may not look favorably upon a system that allows one colleague to pass on the impartiality of another colleague who works closely with the questioned judge.As discussed,judges sitting in review of other judges*

within a few months of dismissing my case and it is reasonable to assume that clearing out his docket was the most important matter to him at the time.This extra judicial bias may have led to arbitrary dismissal.It was an administrative error to schedule a case from a pro se litigant on his docket under these circumstances.Failure to recuse renders him disqualified and/or the judgments void.Forcing a meritorious complaint into 50 pages puts limitations on my constitutional rights.The involuntary bankruptcy gives rise to a case for deprivation of rights against Judge Ishii, and against the NZ government.For these reasons,the Petition must be granted.

SUMMARY & CONCLUSION

Hundreds of victims are robbed everyday as we speak, by this and others like this cabal.Judge Ishii was aware that the public was being defrauded, and was mandated to act in public good to prevent such crime[18 USC 4,42 USC1986].Instead, he unilaterally tried the case,thus exceeding his jurisdiction.Dismissal was not in furtherance of justice and only served to pave way for his own retirement and for further fraud.Granting of the Petition may now protect potential victims of the enterprise.[See complaint by Mr Rana,p.241-338].RICO may not be favored, but it is inappropriate to deprive defendants of their substantive rights merely because those rights are inconvenient in light of the litigation posture plaintiffs have chosen.[*City of San Jose v.Superior Court(1974)12 Cal.3d 447,462[115 Cal.Rptr.797,525 P.2d 701,76 A.L.R.3d 1223*].Since this case was filed, CRL and its cabal have been instrumental in procuring a bankruptcy against me in New Zealand(2019).Therefore, there are additional grounds for seeking declarative relief and NZ government has acted wrongfully.Deterrents are necessary to protect the public from great,irreparable harm.Over 120 others have been victimized since.This Court also has original jurisdiction on matters identified in the Petition and must exercise that original jurisdiction in furtherance of justice.I do not know who amongst these is responsible for my losses,so I sue them jointly and severally.Given all the above,my Petition must be granted.

Respectfully Submitted



9/28/2020(NZ) Madhu Sameer,Petitioner,Pro Se

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do not like to cast aspersions, especially upon colleagues in the same district with whom they work so intimately and confer so frequently." This is an important policy to "*ensure public confidence in the judiciary.*" *Curiev.Superior Court(2001)24 Cal.4th 1057, 1070*.