
Case Number: 25-206

Supreme Court of the United States
WASHINGTON, DC

Edwin L. Rojas,
Petitioner(s),

v.

State of Connecticut Et Al,
Respondent(s).

On Petition for Writ of Certiorari
to the United States Court Appeals
for the District of Columbia Circuit

PETITION FOR REHEARING

Edwin L. Rojas (Pro Se)

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Article I. QUESTION(S) PRESENTED

1. Whether the settlement reached between the appellant and Trans Union after dismissal of the case constitutes an intervening circumstance of substantial effect that justifies granting a petition for rehearing under applicable federal procedural rules.
2. Whether the district court possesses jurisdiction to oversee the implementation and enforcement of the settlement agreement reached post-dismissal, including the authority to adjudicate compliance and enforce remedial measures.
3. Whether the district court may adjudicate the liability of the remaining respondents in light of Trans Union's formal admission of culpability for violations of federal peonage statutes.
4. Whether Trans Union's admission of violations of federal peonage laws creates new legal and factual issues warranting reconsideration of the court's prior dismissal.
5. Whether the procedural requirements for filing a petition for rehearing have been satisfied in this case.
6. Whether the appellate court has authority under 28 U.S.C. § 2106 to vacate its prior dismissal and remand the case to the district court with instructions to oversee the settlement and adjudicate remaining claims.

Article II. PARTIES TO THIS COMPLAINT

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

Section 2.01 Petitioner(s)

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Former Chairman of Plan B Network Services, Inc.

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Article III. RELATED CASES

The Appellant respectfully submits that, to the best of their knowledge and belief, there are no related cases currently pending before this honorable Court.

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Article V. PETITION FOR
REHEARING

IN THE

SUPREME COURT OF THE

UNITED STATES

PETITION FOR REHEARING

PETITIONER RESPECTFULLY PRAYS THAT A PETITION FOR
REHEARING ISSUE TO REVIEW THE JUDGMENT BELOW.

(A) OPINIONS BELOW

(i) For cases from federal courts:

- 1) The opinion of the United States court of Appeals and District Court appears at (Appendix A, USCA DC order dismissing case 23-7179); to the petition and is reported on (October 2, 2024), and (Appendix B, D.D.C order dismissing case 23-cv-03140); to the petition and is reported on (November 8, 2023).

Section 5.02 JURISDICTION

(i) For cases from federal courts:

- 1) The date on which the United States Court of Appeals for the District of Columbia Circuit decided Petitioner(s) case was October 02, 2024.
- 2) No petition for rehearing was timely filed in Petitioner(s) case.

**Section 5.03 CONSTITUTIONAL AND
STATUTORY PROVISIONS INVOLVED**

- 1) USCS Const. Amend. 13**
- 2) 28 U.S.C. § 2106**
- 3) 42 U.S.C. § 1994**
- 4) 18 U.S.C. § 1581**
- 5) 42 U.S.C. § 1983**
- 6) 28 USCS § 1331**

Section 5.04 STATEMENT OF THE CASE

The appellant, Edwin L. Rojas, initiated litigation against multiple respondents, alleging violations of federal and state laws, including claims of peonage under 42 U.S.C. § 1994 and. The case was initially dismissed by the United States District Court for the District of Columbia and subsequently by the DC Circuit.

Following the dismissal and after the appellant filed a Petition for Writ of Certiorari to the Supreme Court, the appellant and Trans Union negotiated and reached a settlement agreement. This settlement included Trans Union's formal admission of culpability for violations of federal peonage statutes and an undisclosed monetary award to the appellant. Trans Union also agreed to remedial measures, including the permanent removal of defamatory credit report filings and cooperation with federal investigations.

The appellant now petitions this Court for rehearing, asserting that the settlement constitutes an intervening circumstance of substantial effect that warrants reconsideration of the prior dismissal. The petition requests that the Court vacate its dismissal and remand the case to the district court with instructions to oversee the settlement's implementation and adjudicate the liability of the remaining respondents.

Section 5.05 STATEMENT OF FACTS

Edwin L. Rojas filed suit against multiple respondents, alleging violations of federal statutes prohibiting peonage and related unlawful conduct.

After the initial filings and dismissal of the case by the district court and the D.C. Circuit, the appellant filed a Petition for Writ of Certiorari to the Supreme Court. Subsequent to this filing, Trans Union's Chief Executive Officer conducted an internal

investigation which uncovered evidence that Trans Union and its agents had engaged in conduct violating federal and state laws, specifically peonage statutes under 42 U.S.C. § 1994 and 18 U.S.C. § 1581.

Trans Union formally admitted culpability for these violations and entered into a settlement agreement with the appellant. The settlement included an undisclosed monetary payment, the permanent removal of defamatory credit report entries related to the appellant, and the implementation of mechanisms to prevent future violations. Trans Union also agreed to cooperate fully with federal courts and agencies investigating peonage practices, potentially providing evidence relevant to claims against other respondents.

The settlement resolves claims against Trans Union only, leaving the liability of the remaining respondents unresolved. The appellant seeks judicial oversight of the settlement's enforcement

and adjudication of the remaining claims.

Section 5.06 ARGUMENT

(A) THE SETTLEMENT WITH TRANS UNION CONSTITUTES AN INTERVENING CIRCUMSTANCE OF SUBSTANTIAL EFFECT JUSTIFYING REHEARING

Legal Standards for Granting Rehearing Based on Intervening Circumstances

Federal courts have established clear standards for when rehearing may be granted based on intervening circumstances. Under Federal Rule of Appellate Procedure 40, a petition for rehearing must state with particularity each point of law or fact that the petitioner believes the court has overlooked or misapprehended. USCS Fed Rules App Proc R 40. As the Ninth Circuit has explained, rehearing is reserved for cases in which "[a]

material point of fact or law was overlooked" or a "change in the law occurred after the case was submitted [and] which appears to have been overlooked." May v. Ryan, 954 F.3d 1194.

These standards reflect the courts' recognition that certain post-judgment developments may warrant reconsideration of previously decided matters. While rehearing is an extraordinary remedy reserved for exceptional cases, courts have consistently recognized that substantial intervening developments can justify such relief.

The Settlement's Admission of Peonage Law Violations Represents New Material Evidence

The settlement between appellant Rojas and Trans Union includes Trans Union's formal admission of culpability for violations of federal peonage laws. This admission directly relates to the core legal claims in the original lawsuit - violations of 42 U.S.C. § 1994, which explicitly abolishes and prohibits "the holding of any person to service or labor under the system known as peonage" in

any Territory or State of the United States. 42 USCS § 1994.

This admission constitutes new material evidence that was unavailable when the courts previously dismissed the case. The Thirteenth Amendment and related peonage statutes prohibit "compulsion of labor by the use or threatened use of physical or legal coercion." *United States v. Kozminski*, 487 U.S. 931. Trans Union's admission to violating these laws represents a significant development that directly contradicts the factual and legal basis for the prior dismissal.

The Settlement Agreement Represents Extraordinary Circumstances Justifying Relief

Courts have recognized that the repudiation of a settlement agreement can constitute "extraordinary circumstances" justifying relief from judgment. *KEELING v. SHEET METAL WORKERS INTL. ASSN., Local Union 162*, 937 F.2d 408. By logical extension, a settlement agreement that includes an admission of previously contested violations of federal law should similarly

qualify as extraordinary circumstances.

The Supreme Court has held that in determining whether extraordinary circumstances are present, "a court may consider a wide range of factors" including "the risk of injustice to the parties" and "the risk of undermining the public's confidence in the judicial process." *Buck v. Davis*, 580 U.S. 100. Both factors strongly favor rehearing in this case:

1. Risk of injustice: Allowing the dismissal to stand despite Trans Union's admission of peonage law violations would create substantial injustice to the appellant, who correctly alleged such violations in the original complaint.
2. Public confidence: Peonage laws implement the Thirteenth Amendment's prohibition against involuntary servitude, a core constitutional protection. USCS Const. Amend. 13. Failing to reconsider a dismissal in light of an admission to violating these fundamental rights would undermine public confidence in the judicial system.

This Case Is Distinguishable from Routine Settlements That Do Not Justify Rehearing

This case is fundamentally different from routine settlements that do not justify rehearing. The settlement here includes an admission of violations of federal peonage laws, which implement the Thirteenth Amendment's prohibition against involuntary servitude. The Supreme Court has recognized the special significance of these protections, noting that the Thirteenth Amendment prohibits "involuntary servitude enforced by the use or threatened use of physical or legal coercion." *United States v. Kozminski*, 487 U.S. 931.

While courts typically do not retain jurisdiction over settlement agreements unless explicitly provided for in the dismissal order *Kokkonen v. Guardian Life Ins. Co. of Am.*, 511 U.S. 375, this case presents exceptional circumstances that warrant judicial oversight. The settlement involves admitted violations of federal civil rights laws, specifically 42 U.S.C. § 1994, which creates liability for those who subject others to peonage. 42 USCS § 1994. Additionally, 42 U.S.C. § 1983 provides that any person who,

"under color of any statute, ordinance, regulation, custom, or usage, of any State or Territory" deprives another of "rights, privileges, or immunities secured by the Constitution and laws, shall be liable to the party injured." 42 USCS § 1983.

Given these serious federal law violations, judicial oversight is necessary to ensure compliance with the settlement terms and to protect the appellant's rights. Courts have recognized their authority to "affirm, modify, vacate, set aside or reverse any judgment" and "require such further proceedings to be had as may be just under the circumstances." 28 USCS § 2106.

(B) THE DISTRICT COURT POSSESSES
JURISDICTION TO OVERSEE THE SETTLEMENT
AND ADJUDICATE REMAINING CLAIMS

Appellate Court's Broad Authority to Remand with Specific Instructions

The appellate court possesses broad statutory authority to remand this case with specific instructions that would enable the district court to oversee the settlement agreement between Rojas and Trans Union and to adjudicate claims against the remaining respondents. Under 28 U.S.C. § 2106, appellate courts "may affirm, modify, vacate, set aside or reverse any judgment, decree, or order of a court lawfully brought before it for review, and may remand the cause and direct the entry of such appropriate judgment, decree, or order, or require such further proceedings to be had as may be just under the circumstances." 28 USCS § 2106.

Courts of appeals have consistently recognized their "broad discretion to mandate further proceedings on remand." *United States v. Sanford*, 859 Fed. Appx. 602. This discretion "extends to the scope of issues to be considered by the resentencing court." *United States v. Sanford*, 859 Fed. Appx. 602. While this principle is often applied in the sentencing context, the underlying rationale applies equally to civil cases where an appellate court may determine that the district court's "original intent may be

undermined by altering one portion of the calculus." United States v. Ojeda, 946 F.3d 622.

District Court's Jurisdiction to Oversee Settlement Implementation

District courts possess inherent authority to enforce settlement agreements in cases that were pending before them. As recognized in case law, "district courts retain inherent power to enforce settlement agreements, including award of specific performance or damages upon breach." KEELING v. SHEET METAL WORKERS INTL. ASSN., Local Union 162, 937 F.2d 408. This inherent power is particularly important where, as here, one party has admitted to violations of federal law that were at issue in the original litigation.

The district court has original jurisdiction over Rojas's claims under 28 U.S.C. § 1331, which provides that "district courts shall have original jurisdiction of all civil actions arising under the Constitution, laws, or treaties of the United States." 28 USCS §

1331. Rojas's claims involve alleged violations of federal peonage laws, specifically 42 U.S.C. § 1994 and 18 U.S.C. § 1581, which clearly arise under federal law.

The Supreme Court's decision in *Kokkonen v. Guardian Life Ins. Co.* provides the framework for determining when a district court retains jurisdiction over a settlement agreement. Under *Kokkonen*, a district court may retain jurisdiction over the enforcement of a settlement agreement if either: (1) the court incorporates the settlement agreement's terms into the dismissal order, or (2) the court expressly retains jurisdiction over the agreement. *Kokkonen v. Guardian Life Ins. Co. of Am.*, 511 U.S. 375.

While the current dismissal order may not have incorporated the settlement terms or expressly retained jurisdiction, the appellate court has the authority to vacate that dismissal and remand with instructions for the district court to issue a new order that does incorporate the settlement terms or expressly retain jurisdiction. This approach would satisfy the *Kokkonen* requirements and

establish the district court's jurisdiction to oversee the implementation of the settlement agreement.

Importantly, the D.C. Circuit has recognized that where "a party seeks to enforce a settlement while the underlying suit remains pending, then the district court has jurisdiction to enforce the related settlement." *T Street Dev., LLC v. Dereje & Dereje*, 586 F.3d 6. By vacating the dismissal and remanding, the appellate court would effectively restore the pending status of the case, enabling the district court to exercise jurisdiction over the settlement agreement.

District Court's Authority to Adjudicate Claims Against Remaining Respondents

The claims against all respondents, including Trans Union and the non-settling respondents, are part of the same case or controversy. They all relate to alleged violations of federal peonage laws and other related claims. Trans Union's admission of culpability for violations of federal peonage laws as part of the

settlement agreement has significant evidentiary implications for the claims against the remaining respondents.

Federal Rule of Civil Procedure 60(b) provides a mechanism for relief from a final judgment or order. Specifically, Rule 60(b)(6) permits a court to reopen a judgment for "any other reason that justifies relief." USCS Fed Rules Civ Proc R 60. While relief under Rule 60(b)(6) is available only in "extraordinary circumstances," courts may consider "a wide range of factors" in determining whether such circumstances exist, including "the risk of injustice to the parties" and "the risk of undermining the public's confidence in the judicial process." *Buck v. Davis*, 580 U.S. 100.

The Ninth Circuit has held that repudiation of a settlement agreement that terminated litigation pending before a court constitutes an "extraordinary circumstance" that justifies vacating the court's prior dismissal order. *KEELING v. SHEET METAL WORKERS INTL. ASSN., Local Union 162*, 937 F.2d 408. By extension, a settlement that includes an admission of the very

violations alleged in the original complaint should similarly constitute extraordinary circumstances justifying relief.

Allowing the district court to adjudicate claims against all respondents promotes judicial economy and prevents inconsistent results. The district court is already familiar with the facts and legal issues in the case, and Trans Union's admission of culpability and agreement to cooperate with federal investigations provide valuable evidence that can assist in the adjudication of claims against the remaining respondents.

Section 5.07 TRANS UNION'S ADMISSION OF PEONAGE LAW VIOLATIONS CREATES NEW LEGAL AND FACTUAL ISSUES WARRANTING RECONSIDERATION

Constitutional and Statutory Framework Prohibiting Peonage

The Thirteenth Amendment to the United States Constitution explicitly prohibits both slavery and involuntary servitude, establishing a fundamental constitutional protection against forced labor. USCS Const. Amend. 13. This constitutional prohibition is implemented through federal statutes, including 42 U.S.C. § 1994, which abolishes and prohibits "the holding of any person to service or labor under the system known as peonage" and declares "null and void" any attempts to "establish, maintain, or enforce, directly or indirectly, the voluntary or involuntary service or labor of any persons as peons, in liquidation of any debt or obligation, or otherwise." 42 USCS § 1994.

The Supreme Court has interpreted the Thirteenth Amendment prohibition of involuntary servitude as forbidding "compulsion of labor by the use or threatened use of physical or legal coercion." *United States v. Kozminski*, 487 U.S. 931. The Court has recognized that Section 1584, which criminalizes holding a person to involuntary servitude, was enacted as part of the 1948 revision to

the Criminal Code and was intended to have the same meaning as the Thirteenth Amendment's prohibition. [i d=21].

Peonage is a specific form of involuntary servitude, defined as a condition where a victim has "no available choice but to work or be subject to legal sanction" and specifically involves coercion "by threat of legal sanction to work off a debt to a master." *Burns v. First Am. Tr. Servicing Solutions, LLP*, 2011 U.S. Dist. LEXIS 40642. This framework establishes the serious nature of the violations admitted by Trans Union.

Trans Union's Admission Creates New Material Evidence

Trans Union's formal admission of culpability for violations of federal peonage laws, based on its internal investigation, constitutes newly discovered evidence that "with reasonable diligence, could not have been discovered in time to move for a new trial under Rule 59(b)." USCS Fed Rules Civ Proc R 60. This evidence fundamentally alters the factual landscape of the case by transforming contested allegations into admitted violations of

federal

law.

The admission by Trans Union represents a significant shift in the case from disputed allegations to acknowledged violations of federal law. This transformation is particularly significant given the serious nature of peonage violations, which implicate fundamental constitutional protections under the Thirteenth Amendment. The evidence revealed by Trans Union's internal investigation provides substantial support for the appellant's claims and warrants reconsideration of the prior dismissal.

Legal Standards for Reconsideration

Federal Rule of Civil Procedure 60(b) allows a party to seek relief from a final judgment and reopen a case based on several grounds, including "newly discovered evidence" under Rule 60(b)(2) and the catchall provision in Rule 60(b)(6) that permits reopening a case for "any other reason that justifies relief." *BLOM Bank SAL v. Honickman*, 605 U.S. 204. A motion under Rule 60(b) must be made "within a reasonable time" and for newly discovered

evidence, no more than a year after the entry of judgment. USCS

Fed Rules Civ Proc R 60.

Relief under Rule 60(b)(6) requires a showing of "extraordinary circumstances." *Gonzalez v. Crosby*, 545 U.S. 524. In determining whether extraordinary circumstances exist, courts may consider "the risk of injustice to the parties" and "the risk of undermining the public's confidence in the judicial process." *Buck v. Davis*, 580 U.S. 100. The Supreme Court has emphasized that this "very strict interpretation of Rule 60(b) is essential if the finality of judgments is to be preserved." *Gonzalez v. Crosby*, 545 U.S. 524.

Courts have recognized that repudiation of a settlement agreement that terminated litigation can constitute an "extraordinary circumstance" justifying relief under Rule 60(b)(6). *KEELING v. SHEET METAL WORKERS INTL. ASSN., Local Union 162*, 937 F.2d 408. The Ninth Circuit has held that a district court does not abuse its discretion when it vacates a dismissal order following repudiation of a settlement agreement. *KEELING*

v. SHEET METAL WORKERS INTL. ASSN., Local Union 162, 937 F.2d 408. This principle is relevant here, as Trans Union's admission effectively repudiates its prior position in the litigation.

Trans Union's Admission Warrants Reconsideration

Trans Union's admission of culpability for violations of federal peonage laws constitutes an extraordinary circumstance warranting relief under Rule 60(b)(6). This admission fundamentally alters the factual and legal landscape of the case in a manner that could not have been anticipated at the time of dismissal.

The Supreme Court's guidance in *Buck v. Davis* is instructive, as it emphasizes that courts may consider "the risk of injustice to the parties" and "the risk of undermining the public's confidence in the judicial process" when determining whether extraordinary circumstances exist. *Buck v. Davis*, 580 U.S. 100. Both factors weigh heavily in favor of reconsideration here.

Maintaining the dismissal despite Trans Union's admission would create a substantial risk of injustice to the appellant. The appellant would be denied the opportunity to pursue claims that now have significant evidentiary support through Trans Union's own admission. This injustice is particularly acute given the serious nature of the admitted violations, which implicate fundamental constitutional protections.

Refusing to reconsider the dismissal in light of Trans Union's admission would risk undermining public confidence in the judicial process. The public expects courts to respond appropriately when new evidence emerges, particularly when that evidence involves admissions of violations of fundamental constitutional rights. Maintaining the dismissal despite such admissions would create the appearance that procedural technicalities outweigh substantive justice.

Section 5.08 CONCLUSION

For the foregoing reasons, the appellant respectfully submits that this Court should grant the petition for rehearing, vacate its prior dismissal, and remand the case to the United States District Court for the District of Columbia with instructions to oversee the implementation and enforcement of the settlement agreement with Trans Union and to adjudicate the liability of the remaining respondents.

CERTIFICATION

Under Federal Rule of Civil Procedure 11, by signing below, I certify to the best of my knowledge, information, and belief that this complaint: (1) is not being presented for an improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of litigation; (2) is supported by existing law or

by a nonfrivolous argument for extending, modifying, or reversing existing law; (3) the factual contentions have evidentiary support or, if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery; the (4) the complaint otherwise complies with the requirements of Rule 11.

Respectfully submitted,

A handwritten signature in black ink that reads "Edwin Rojas". The script is cursive and fluid.

Edwin L. Rojas (Pro Se)

Former U.S. House Representative California's 7th District

Former Chairman of Plan B Network Services, Inc.

on this 2nd day of January, 2026

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Supreme Court of the United States
WASHINGTON, DC

Edwin L. Rojas,
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v.
State of Connecticut Et Al,
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On Petition for Writ of Certiorari
to the United States Court Appeals
for the District of Columbia Circuit

CERTIFICATE OF COMPLIANCE

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CERTIFICATE OF COMPLIANCE

CERTIFICATION OF WORD COUNT

Pursuant to Rule 33.1(h) of the Rules of the Supreme Court of the United States, the undersigned counsel hereby certifies that the accompanying filing contains 2996 words, excluding the parts of the document exempted by Rule 33.1(d). The word count was calculated using the word-processing system used to prepare the document.

CERTIFICATION OF GROUNDS

The undersigned further certifies that the grounds presented in the accompanying filing are limited to intervening circumstances of substantial or controlling effect or to other substantial grounds not previously presented, in accordance with the jurisdictional

requirements of the Supreme Court of the United States.

Respectfully submitted,

A handwritten signature in cursive script that reads "Edwin Rojas".

Edwin L. Rojas (Pro Se)

Former U.S. House Representative California's 7th District

Former Chairman of Plan B Network Services, Inc.

on this 2nd day of January, 2026

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for the District of Columbia Circuit

CERTIFICATE OF SERVICE

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CERTIFICATE OF SERVICE

As required by Supreme Court Rule 29.5(b), I, Edwin L. Rojas, a pro se litigant to this Court, hereby certify that, on this 2nd day of January, 2026, all parties required to be served have been served copies of the Petition for Rehearing in this matter by First Class Mail courier to the addresses on the attached service list.

Respectfully submitted,

A handwritten signature in cursive script that reads "Edwin Rojas".

Edwin L. Rojas (Pro Se)

Former U.S. House Representative California's 7th District

Former Chairman of Plan B Network Services, Inc.

Article VI. SERVICE LIST

Section 6.01 Petitioner(s)

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16. Spectrum

400 Washington Blvd.

Stamford, CT 06902

(855) 707-7328

14. Trans Union

555 W. Adams Street

Chicago, IL 60661

(800) 888-4213

17. Airbnb

888 Brannan St

San Francisco, CA 94103

(415) 800-5959

15. Equifax

1550 Peachtree Street N.W.

Atlanta, GA 30309

(800) 685-1111

18. Work Market

1 Adp Blvd

Roseland, NJ 07068

(877) 654-9675

19. Burning Man Project

660 Alabama St.

San Francisco, CA 94110

(415) 865-3800

22. Enterprise Truck

Rental

1485 Kerley Dr

San Jose, CA 95112

(408) 441-9922

20. State of Florida

PL-01, The Capitol

Tallahassee, FL 32399-1050

(850) 245-0140

23. Post Scan Mail

1950 W. Corporate Way

Anaheim, CA 92801

(800) 624-5866

21. Automated System

Design (ASD)

1075 Windward Ridge

Parkway, Suite 180

Alpharetta, GA 30005

(800) 222-5464

24. City of Dallas

1500 Marilla Street

Dallas, TX 75201

(214) 670-3111

25. Trans Union Counsel

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