ORIGINAL

No. 25-480

In The

SUPREME COURT OF THE UNITED STATES

KARIM ANNABI,

Petitioner,

v.

NEW YORK UNIVERSITY,

Respondent,

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

PETITION FOR A WRIT OF CERTIORARI

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QUESTIONS PRESENTED

Petitioner, a two-time New York University ("NYU") alumnus, was banned from alumni entrepreneurship programs and later in retaliation was designated a *persona non grata* on campus under threat of arrest with zero justification by NYU. Petitioner had participated in NYU's *paid* startup contest that selected 5 fewer winners than advertised, a breach of contract impacting hundreds of contestants in 2021. The denial of alumni services in discriminatory fashion created another breach of contract and a Title 6 claim. NYU was also engaging in pervasive gender discrimination in its entrepreneurship programs, leading to a Title 9 claim supported by NYU statistical evidence. District Judge Liman, with numerous NYU conflicts of interest, did not recuse and issued biased orders with flawed arguments that have created *legal precedents detrimental to the public.* The second circuit has rubber-stamped Judge Liman's orders with similarly flawed arguments. The four questions presented are:

1. Do university graduates have a contractual right to alumni benefits promised to them as paying students, or are these promised benefits "gratuitous" and thus lack the consideration to form an implied student-university contract?

2. Did the hundreds of paying NYU startup contestants in 2021 have a contractual right to the 5 non-selected winning spots, and more generally can paid contest promoters with no disclaimers select fewer winners than advertised?

3. How narrowly should Judges define similarly situated disparate treatment examples, such as two clothing retailers must be similar at the apparel level according to the district court, and can alleged examples be ignored altogether in civil rights discrimination pleadings?

4. Do the appellate courts have a duty to reverse orders when district judges fail to uphold 28 U.S.C. § 455 and the conflicts only come to light after their orders are handed out?

PARTIES TO THE PROCEEDINGS

Pro se Petitioner is Karim Annabi, who also appeared *pro se* in the proceedings below.

Respondent is New York University, a nonprofit corporation, which appeared as defendant.

DIRECTLY RELATED PROCEEDINGS

This case arises from the following proceedings:

Karim Annabi v. New York University, No. 24-2601, U.S. Court of Appeals for the Second Circuit. Summary Judgment issued on April 9, 2025. Panel and en blanc rehearing denied on May 12, 2025.

Karim Annabi v. New York University, No. 1:22-CV-03795, U.S. District Court for the Southern District of New York. Judgment with prejudice entered on September 24, 2024.

There are no other proceedings.

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In The

SUPREME COURT OF THE UNITED STATES

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On Petition for A Writ of Certiorari to the United States Court of Appeals for the Second Circuit

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PETITION FOR A WRIT OF CERTIORARI

Karim Annabi respectfully petitions for a writ of certiorari to review the judgment of the United States Court of Appeals for the Second Circuit in this case.

OPINIONS BELOW

The Second Circuit Summary Judgment upholding the district court's opinion and order is reported at 24-2601, Dkt 42.1. The Second Circuit panel and re-hearing on blanc denial is reported at 24-2601, Dkt 47.1. The district court's order dismissing the second amended complaint with prejudice is reported at 1:22-CV-03795, Dkt. 83.

JURISDICTION

The second circuit issued a Summary Judgment affirming the district's court's order on April 9, 2025. Petitioner's panel and en blanc re-hearing was denied on May 12, 2025. Petitioner invokes this Court's jurisdiction under 28 U.S.C. §1254(1) having timely filed this petition for a writ of certiorari within ninety days.

STATUTORY PROVISIONS INVOLVED

The pertinent statutory provisions are 28 U.S.C. § 455, 42 U.S.C. § 2000d - Title VI of the Civil Rights Act, 20 U.S.C. § 1681(a) Title IX of the Education Amendments Act of 1972 ("Title 9").

28 U.S.C. § 455(a) provides:

A Judge shall disqualify himself in any proceeding in which his impartiality might reasonably be questioned.

20 U.S.C. § 1681(a) - Title IX of the Education Amendments Act of 1972 ("Title 9") provides:

No person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity receiving Federal financial assistance.

42 U.S.C. § 2000d - Title VI of the Civil Rights Act provides:

No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

INTRODUCTION

This case involves issues of public importance, mainly; 1) The public's contractual rights to university alumni benefits as graduates, promised to them as students, has been undermined by NYU; 2) A precedent has been set whereby *paid* contests promoters, NYU in this example, can select fewer than the number of advertised winners, even without any disclaimers; 3) Civil rights have been undermined through how narrowly disparate treatment examples supporting discrimination claims are analyzed, and how inconvenient factual allegations in support of a claim can be ignored by the courts altogether; 4) Damage to the credibility of the Judiciary by judges being allowed to adjudicate with bias in favor of their billionaire friends, and 28 U.S.C. § 455 being followed selectively by the second circuit court based on the influence of the litigants and not uniformly with recent precedent.

The unfortunate issues above arise from the district and second circuit courts not adjudicating impartially to help cover up wrong-doing by NYU, an influential academic institution whose programs are run and funded by well-connected billionaires. Many NYU mega donors and university executives have directly benefitted Judge Liman's immediate and extended family for nearly four decades. Their patronage to the Judge's family is bearing NYU unjust rewards in the courtroom, an issue the appellate court avoided discussing. The public has already lost a lot of faith in the Executive and Legislative branches given the influence exerted there successfully by billionaires, and the Judicial

branch risks the same if justice is not served in cases such as this one.

The legal issues presented in this petition, as has been stated, are of national relevance. Petitioner's projects that NYU has tried to sabotage through the discriminatory bans, are also of potential public importance: 1) A 99% plus profit sharing global start up social network (www.iactivate.love), which in essence is a global profit sharing mechanism using a social network model such as Facebook, and; 2) The Sir David Amess Peace Initiative (sirdavidamess.com), the world's first interfaith sainthood nomination campaign in support of a murdered British humanitarian politician that brings together Muslim, Jews and Christians to combat terrorism and support unity and peace.

STATEMENT

A. Factual Background

Petitioner, Karim Annabi, is an American, British, Algerian born, Arabic, Muslim, male, who paid NYU hundreds of thousands of dollars between 1999 and 2010 for two degrees sold with specific and on-going alumni benefits. Petitioner has been described by an NYU Dean as, "a truly valuable asset" for NYU, who "demonstrates the kind of attributes we in higher education fervently hope to impart to all our students."

In 2021, NYU banned only Petitioner from the Berkley Center alumni startup advising benefit after only 5 sessions when the rules state that there is no booking limit. Around the same time, NYU advertised the Entrepreneur's Challenge ("Challenge"), its flagship startup contest/incubator

program, another alumni benefit, *which is funded by the billionaire Rennert family*. The selection criteria included "strong ties" to NYU and "World Positive" ventures. The Challenge promised "25-35" winners selected by "third-party" Judges, amongst other terms, *and had no disclaimers*. The Berkley Center's policies, and the Challenge, allow one-person teams, of which there are hundreds. Petitioner paid $100 to enter the 2021 Challenge, which had mandatory gender and race identifying questions, and submitted a complete entry that NYU admits in writing had "merit." NYU rejected Petitioner while not filling 5 winning spots, which it could have filled with other eligible entries out of the hundreds of other paying applicants that it also sold short.

NYU's written feedback on Petitioner's submission showed judging standards that were not in line with the strict application instructions, nor did they reflect the submission in some cases. NYU ignored Petitioner's request that it honor the "25-35" winners promise, and banned only him from participating in any alumni entrepreneurship program with bogus conditions such as he must build a team and a more advanced prototype, requirements that are not applied to others and go against the Berkley Center's and the Challenge's written policies.

In 2023, Petitioner again paid $100 and applied to the Challenge, with a team and a market ready social network and app, but NYU did not even evaluate the entry, dismissing him and his entry out of hand. There was also no response to a request to lift the bans, despite earlier instructions to reach out to NYU once the above conditions were fulfilled,

proving they had been pretexts for permanent exclusion. NYU statistics in annual reports and on its website also revealed years of pervasive gender discrimination in the school's entrepreneurship contests and programs, supported by Petitioner's own experience in the 2021 and 2023 Challenge, the 2021 Hackathon and the 2023 Gift Guide.

On May 20, 2024, NYU sent an Alumni Relations administrator with security to escort Petitioner out of the middle of an Alumni Association Board Meeting, for which he was registered, and threatened him with arrest if he set foot on campus again, including if attending any alumni event. The next day Petitioner received a *persona non grata* letter from NYU by email with no explanation. Multiple emails for an explanation have not received a response.

NYU, through Islamic Center Director, Professor and Imam Khalid Latif, his supervisors, and others, has also discriminated against Petitioner by restricting his peaceful freedom of speech and religion relative to others since 2022. NYU has censored Petitioner from speaking about his peace initiative and startup at on topic campus events.

NYU has also censored Petitioner from submitting prayers for deceased non-Muslim individuals, Sir David Amess and Queen Elizabeth, in the NYU Islamic Center's prayers from the community email published every Friday, while allowing hundreds of other individuals to submit their prayers for deceased Muslims. Most recently, on the first anniversary week of the October 7th Hamas attack, NYU rejected publishing Petitioner's prayers for the deceased in Israel, an innocuous

gesture of condolence to NYU's Jewish community, to be included in the weekly published statement from Imam Khalid, "Prayers have been requested for all those who passed away in Lebanon, Palestine, Yemen, and Sudan."

NYU continued to exclude Israel from that weekly statement while also publishing other statements in parallel that pray for the people of an additional list of countries: "Prayers have been requested for all those suffering from ...violence...danger ...and trauma, especially the people of Kashmir, Palestine, Sudan, the Congo, Rohingya, Uyghurs and all others in the ummah and beyond," avoiding mentioning suffering or killed Israeli citizens. These NYU administrators are either antisemitic, discriminating against Petitioner's bridge-building speech and religious practice, or both. This type of multi-layered discrimination is still taking place at NYU despite the school settling a lawsuit by Jewish students and issuing a July 9, 2024 press release stating that NYU is, "committed to take groundbreaking measures to address antisemitism, including in the wake of the October 7, 2023 terrorist attack" and "zero tolerance for antisemitism and all other discrimination."

B. Procedural History

Petitioner initiated this action on May 9, 2022 and amended the complaint under Fed. Rule of Civ. Procedure 15(a)(1)(B) before any court review. Petitioner also filed a motion for preliminary injunction and a restraining to order to freeze the problematic 2021 Challenge, which NYU opposed and the district court denied. NYU submitted a motion to dismiss the first amended complaint,

which Petitioner opposed, but the Court granted without prejudice. Petitioner submitted a second amended complaint maintaining only the core claims and pedantically addressing the issues highlighted in the prior dismissal. NYU submitted a motion to dismiss the second amended complaint, which Petitioner opposed and submitted a motion for oral arguments. The district court was unresponsive to Petitioner's motion for oral arguments, granted NYU's motion and closed the case with prejudice. Petitioner filed a timely appeal to the second circuit, which allocated him only 8 minutes in the oral arguments, less than any other litigant in other cases heard that day. Unlike other cases which were allowed additional time, Petitioner was strictly limited to his 8 minutes. The panel issued a Summary Judgment on April 9, 2025 affirming the District court's order in full and an en-blanc and panel re-hearing was denied on May 12, 2025.

REASONS FOR GRANTING THE PETITION

I. PROTECTING ALUMNI AND STUDENT RIGHTS

Do students and alumni have an implied contractual right to alumni benefits that were well defined and promised to them?

Previously the second circuit and other courts have established that there exists an implied contract between students and universities, and the terms are, "contained in the university's bulletins, circulars and regulations." *Papelino v. Albany College of Pharmacy of Union University*, 633 F.3d 81, 93 (2d Cir. 2011); "Such terms are binding on the parties, independent of whether the university so intended, and regardless of whether the student

knew of them or understood them to be a part of the contract." Moreover, "To survive dismissal on such a claim, the student need not cite any written materials at all." *Bosch v. NorthShore Univ. Health Sys.*, 2019 IL App (1st) 190070. In the current matter, the district and second circuit courts have thrown that precedent out the window with a hodgepodge of tactics to sabotage this claim.

The district court initially based its first amended complaint dismissal due to: 1) A timing discrepancy between the alleged alumni benefits and Plaintiff's payments to NYU, stating, "It is axiomatic that past consideration cannot support the formation of a new contract"; 2) The alleged benefits being too vague; and; 3) Inferring in favor of NYU that the alumni program bans are temporary.

The second amended complaint addressed all three points with many pages of well-defined alumni benefits from brochures that match the payment dates, and factually alleging that the bans were never lifted. The district court did not recognize any of the improved pleadings, and inexplicably states, "the claim therefore fails for the same three reasons articulated in the Court's previous Opinion and Order, Dkt. No. 63 at 16–18." The district court *moves the goal posts*, replacing the cured timing reason with a new reason, that Plaintiff now fails to even allege he provided any form of consideration, when it is certainly alleged in the second amended complaint, "Plaintiff paid NYU hundreds of thousands of dollars," and "Payments to NYU all match the dates of the brochures and alumni benefits and promises upon which Plaintiff relied." The result is a parroting of NYU's defense that alumni benefits

are "gratuitous" and thus lack the consideration to plead a breach of contract claim.

The district court supports its argument that Plaintiff's alumni benefits are a "gratuitous promise" by citing selectively from a case that, in fact, contradicts the basis for dismissal, "In a case for breach of contract, when it is clear from the face of the pleading and the terms of the contract that a promise is gratuitous, the complaint will be dismissed." *Startech, Inc. v. VSA Arts.*, 126 F. Supp. 2d at 236." In the present case, is not clear that the alumni benefit promises are gratuitous, as it is common knowledge that one has to pay NYU to become an alumnus/e. Also, payment is *clearly alleged* in the complaint, and furthermore, Judge McMahon *does not* in fact dismiss the claim in *Startech*, stating, "I cannot say at this extremely early moment in the life of this lawsuit that Startech's "continued cooperation" and "assistance" with VSA's fund raising efforts fails to qualify as consideration. Therefore, the breach of contract claim will not be dismissed."

The other two arguments cited by the district court for dismissing this claim are equally wrong. The second amended complaint alleges specific and well-defined descriptions of the denied alumni programs such as, the "Challenge," startup-advising, "Endless Frontier Labs" and the "Gift Guide." The Challenge has a dedicated multi-page website, eligibility agreement, instructions, application and other materials, yet the district court still concludes this benefit to be so general as to be unenforceable. The district court also states that, "Plaintiff fails to allege violation of any specific promise," when he

clearly alleges NYU "failing to comply with providing the numerous specific and well-defined alumni benefits highlighted in this Complaint." These detailed benefits in the second amended complaint even have bolded headers such as, the "Challenge Alumni Benefit" and "Startup Advising Alumni Benefit."

None of the above pleadings were construed in a light favorable to the Plaintiff, and with these impossible standards, the district court has created a precedent that undermines all students' rights, just to appease NYU.

The second circuit summary judgment states in regards to the breach of contract for denied alumni benefits that, "At most, he [Petitioner] alleges that they were failures to fulfill gratuitous promises; but he does not allege that he relied on these promises to his detriment." This statement is wrong on many levels, and is an interpretation in favor of NYU. Petitioner never alleges that they were failures to fulfil *gratuitous* promises. Petitioner's entire argument is that they were failures to fulfil *paid for* promises. Petitioner also clearly alleges that *he paid and relied* on these promises to his detriment; In the second amended complaint, "Certain Specified Alumni Benefits Form a Contract" Section, in Paragraph 77, Page 20, Petitioner clearly states, "Payments to NYU and the completion of 13 credits, many times over, all match the dates of the brochures and alumni benefits and promises upon which Petitioner relied." Petitioner clearly states here that he relied on the promises.

It appears that the second circuit has substituted the district court's argument that alumni benefits

are free, with different, but equally wrong, arguments that gaslight the Petitioner's complaint. The second circuit interpreting well defined alumni benefit promises that are being denied Petitioner as not able to rise to breach of contract claim also goes against established national precedent. Both courts' decisions hurt the public.

II. PROTECTING CONSUMER RIGHTS IN PAID CONTESTS

Can paid contest promoters sell short their paying customers winning spots or prizes without any disclaimers?

The district court correctly states in its order that, "Plaintiff has sufficiently alleged that his participation in the 2021–22 and 2023–24 Challenge contests created a contractual relationship with Defendant," but is incorrect in stating, "Plaintiff does not point to specific provisions of the offer he accepted or the rules of the contest that Defendant violated." The second amended complaint clearly alleges, "NYU breached their agreements with Plaintiff, and failed to comply...with the following stated or implied provisions: [Listing 8, including "25-35" promised winners.]"

The district court further incorrectly concludes that these statements, "cannot have constituted the offer which Plaintiff accepted, because they did not appear alongside a mention that any requirement that an entry fee be paid or that an application be submitted" (Dkt. 83, p.36). This is wrong, and again an inference in favor of NYU. First, they do not need to appear "alongside," and secondly, they indeed do appear alongside the statement, "November application deadline," which is on the same page, and

on the same list, eight bullets points below the number of promised winners, and two below the prize money.

Even the district court's argument dismissing the first amended complaint discredits its new argument, stating, "For one, the website does not mention any requirement that an entry fee be paid or that an application be submitted" (Dkt. 63, p.21). Here the district court defines "alongside" as meaning *on the same website.* The second amended complaint clearly alleges, "NYU disclosed the rules for The Challenge on its website...which included but is not limited to...payment of the $100 fee...and selecting a minimum of 25-35 winners." The district court once more moves the goal posts to sabotage Plaintiff's claims, but by its own logic and definition, this claim is properly pled.

Furthermore, Plaintiff alleged that federal guidelines require that the disclosure of contest rules and policies, *no matter how it is made*, must not be false, and once posted must be followed exactly. The district court also stating that there are valid paid contest contracts between Plaintiff and NYU, but inferring to the benefit of NYU that the key term of number of winners to be selected is "loose language" is both wrong and dangerous. Numbers by definition are not "loose language." This definition to excuse NYU from selecting 5 fewer winners than advertised from the hundreds of paying contestants opens the door for a tidal wave of consumer fraud in paid contests.

The second circuit summary judgment wrongly states that "Annabi's breach of contract claims premised on discrimination necessarily warranted

dismissal," when the breach of contract claims are *not at all premised on discrimination*, especially the 2021 paid startup contest breach of contract claim. The breach of contact claims and the discrimination claims are mutually exclusive, as is the case in the 2021 contest where discrimination *had nothing to do* with selecting 5 fewer winners. In amalgamating the two types of claims, the panel *completely ignores* the entire argument that NYU selecting 5 fewer winners than advertised in 2021 in a paid contest is a valid breach of contract claim. All the elements of a valid claim are present and dismissing the 2021 contest claim because of other alleged discrimination is an argument that does not hold water and is a perversion of justice.

III. PROTECTING CIVIL RIGHTS

The district court and the second circuit did not interpret the *pro se* pleadings, especially the civil rights allegations and disparate treatment examples, to raise the strongest claims they suggest, as required. Many inconvenient pleadings were *altogether ignored* to arrive at a predetermined outcome in favor of NYU. Both courts also did not address some of the clearest examples of discrimination, such as *only* Plaintiff is not allowed to be a one-person team, or his continuing start-up ban.

The district court finds fault with almost every properly pled discriminatory allegation to undermine Plaintiff's *prima facie* case and dismiss every claim. For example, Plaintiff newly alleges in the second amended complaint a minimum 15 individuals and 11 ventures as examples of disparate treatment for discrimination in the Challenge, yet inexplicably the

district court's order picks up on *only one* carry-over example from the previous complaint, stating, "Plaintiff's allegations that one out of twenty-two Challenge award recipients was a White woman...did not give rise to an inference of discrimination...Those repeated allegations once more fail to support Plaintiff's Title 6, Title 9 and Section 1981 for the same reasons." (Dkt. 83, p.11) Some of the ignored ventures by the district court include four *near-perfectly* situated winning social network ventures. These allegations are set out in paragraph 123 of the second amended complaint, "The Challenge, in editions before and after Plaintiff's submission, not only chose similar and poorer social network ideas, as initial winners, but selected many of them as final prize money winners."

When the district court does acknowledge a disparate treatment example, it applies *extremely narrow* definitions. For the discrimination in the NYU Holiday Gift Guide, the district court states, "Plaintiff pleads only that The Activate Store 'is a fashion label that sells apparel and accessories online to the fashion and socially conscious consumer" and that '[t]he website states that the store distributes 99% of profits.' Plaintiff does not allege that the three accepted apparel ventures operated similarly or even sold similar types of apparel—a tremendously broad category that encompasses a plethora of wearable items" (Dkt. 83, p.14). The second amended complaint states, "promoted ventures... included numerous ventures *similar* to Plaintiff's store...Swoveralls: selling fashionable and functional apparel...Junto: selling apparel to the same target market, the style conscious and ethically conscientious customer...and

Moss Studio: another fashion brand/online store" (¶ 196). Plaintiff here clearly alleges that the stores operated *similarly*, online, and sold apparel to the same target market, yet the district court seeks a comparison *at the apparel level*, requiring the apparel *itself* to be similar. This standard is grossly unfair and opens the door for civil right abuses if not corrected.

The district court further states, "Plaintiff does not allege what the criteria for inclusion in the Gift Guide were, whether The Activate Store or the chosen ventures met those criteria, or any other circumstances regarding his comparable merit" (Dkt. 83, p.14). Plaintiff indeed alleges these, writing, "The NYU Gift Guide is not a contest... If you are an NYU founder whose venture offers products to be purchased, we would love for you to participate in this year's edition so we can support you and your business" (¶ 183). The criteria are also alleged - being an NYU Founder whose venture offers products to be purchased. "Comparable merit" is moot because the Gift Guide is alleged as, "not a contest...is digital and does not have number restrictions," (¶184). Nevertheless, merit is still alleged as, Columbia University's Holiday Gift Guide, which unlike NYU does not have race or gender identifying questions, listed Plaintiff's store on its website, and called it a "great fit" and its products "fantastic."

The district court also cites numerous cases to dismiss Plaintiff's disparate treatment allegations and discrimination claims, that with a full reading, actually undermine the court's arguments. For example, *Karunakaran v. Borough of Manhattan*

Cmty. Coll., 2021 WL 535490, at *5 (S.D.N.Y. Feb. 12, 2021) states, "What satisfies this requirement will vary from case to case, and while the Plaintiff's and the comparator's circumstances need not be identical, they "must bear a reasonably close resemblance." *Brown v. Daikin Am. Inc.*, 756 F.3d 219, 230 (2d Cir. 2014). The Court similarly cites, *Johnson v. N.Y.U.*, 800 F. App'x 18, 21 (2d Cir. 2020), "We agree with the district court that the white comparators Johnson cited did not meet this standard since none of the comparators had sought (let alone been granted) readmission after being expelled. It is true that comparators need not be identical, but there must be at least a "reasonably close resemblance of the facts and circumstances." Both cited cases support Petitioner's claims.

Furthermore, comparisons should be at the individual, *not the venture level*, as the discrimination primarily concerns not being allowed to even participate in programs. Discrimination in the contests' selection is also alleged but to focus *only* at the venture level is a red herring. The district court also selectively cites in support, *Feliz v. M.T.A.*, 2017 WL 5593517, at *6 (S.D.N.Y. Nov. 17, 2017), when a full reading undermines the dismissal, "It is important to note that courts must review a Plaintiff's evidence at this step "as a whole" rather than in a piecemeal fashion. *Byrnie v. Town of 20 Cromwell, Bd. of Educ.*, 243 F.3d 93, 102 (2d Cir. 2001). "No one piece of evidence need be sufficient, standing alone, to permit a rational finder of fact to infer that a defendant's employment decision was more likely than not motivated in part by discrimination." *Walsh v. New York City Hous. Auth.*,

828 F.3d 70, 76 (2d Cir. 2016). Plaintiff's factual allegations viewed collectively are irrefutable.

In regards to the Title 9 claim, Petitioner of course supports empowering NYU female entrepreneurs, which the school should be doing by increasing the size of the funding pie from its $6 billion endowment, and not through pervasive gender discrimination with unmeritocratic allocations of the current pie. NYU has been handed a carte blanche to continue to openly discriminate and this court must intervene.

The district court overlooked years of incriminating statistics in the second amended complaint, such as 25 of 32 ventures promoted in the 2023 Gift Guide, or 80% were labeled as "Women owned" and *all were one-person* teams (¶195), and, "100% of first-place teams in NYU's major startup competitions led by a female CEO" (¶ 211). Other ignored allegations include outright NYU admissions of the gender bias. For example, "Startups Supported in Accelerators and Fellowships," by "Gender Identity" shows 16 more "Woman Founder" and 2 less "Man founder" startups over the previous year," which as explained by NYU, "more women-led teams were accepted into our accelerators than men-led teams – a radical and important inversion of industry trends, thanks in part to our award-winning Female Founders Fellowship" (¶ 213).

NYU admits that their gender discrimination is radical, and due to a Female Founder program that since inception has rejected *all male* applicants, does not allow teams, and gives females preferential treatment in a wide array of NYU programs, such as the Challenge and Hackathon. This too is alleged in

the second amended complaint, "The 2021-2022 Hackathon (80% female winners) and 2021-2024 Challenges chose females ahead of Plaintiff due to their gender and being members of the Female Fellows program" (¶ 227). This discriminatory program's application also has gender identifying information, while purporting not to use gender in its selection process. These Female Founder/ Challenge/ Hackathon examples are all overlooked by the district court:

a. Aleksandra Medina, Founder of Frich (2023 Challenge winner)

b. Ann Andrews, Founder & CEO of Techfunic (2021 Challenge Winner)

c. Ayman Mukerji, Founder & CEO of Jivika (2021 Hackathon winner and 2023 Challenge winner)

d. Alexandra Debow of venture Somewhere Somehow (2022 Challenge Winner and a social network)

Also in regards to the gender discrimination, the district court states that, "Plaintiff does not allege that any study was "statistically significant" and "Plaintiff has not plausibly alleged that any disparity exists" (Dkt. 83, p. 20). Plaintiff's allegations do indeed show gender disparity as previously demosntrated; the Female Fellows program has only ever selected females, 100% of all NYU winning ventures recently were led by a female CEO, the 2021 Hackathon was 80% female, the Gift Guide 80% female (in a previous year 100% female), and many others, despite females often being a minority of the applicants as alleged in the complaint (¶ 209).

Plaintiff also factually alleges in the second amended complaint with PitchBook data reported in Forbes that NYU's females receiving VC funding are an "extreme outlier" as a percentage of the total compared to their female peers at the 10 next best schools, which is a "statistically significant" study (¶ 207). Furthermore, it is alleged that, according to NYU, the average percentage female funding by outside VCs, versus that of the NYU's venture fund, has a 40% discrepancy. Either VCs operating in a competitive industry are forgoing substantial potential profits due to sexism, or NYU is discriminating by over selecting, and over funding, female ventures at the expense of male ventures.

Second circuit panel Judge Peres in oral arguments posed the hypothetical question to NYU that if the Petitioner were able to show statistical evidence of the preferential gender treatment should that be considered sufficient to state a claim. The second amended complaint as cited above, and in the appeal brief, had scores of strong statistical evidence that perfectly satisfied that hypothetical and met her benchmark, yet these alleged facts are not at all considered by the panel despite the aforementioned hypothetical. Any objective interpretation, let alone a liberal view towards Petitioner, would have satisfied the criteria for a sufficiently pled gender discrimination claim.

Both courts' decisions also *totally disregard* the critical alleged fact that Petitioner's ban from alumni entrepreneurship programs is due to the bogus reason that he cannot be a one-person team, that he was not reinstated or considered for reinstatement even when applying with a team. In this case, valid

disparate treatment examples would also be others who are one-person team and allowed to use the same programs, of which Petitioner cites dozens. The second circuit ignores all these examples to sabotage the discrimination claims. Petitioner even made this specific point at the oral arguments, saying he is seeking to simply *participate* and should be compared to program participants, not just contest winners.

IV. PROTECTING THE INTEGRITY OF THE JUDICIARY

The second circuit panel wrongly stated that it cannot consider Judge Liman's recusal because it was not raised at the district level before the appeal, citing an old case from 34 year ago, *Polizzi v. United States (2d Cir. 1991)*, instead of following its most recent precedent in support, *Litovich v. Bank of America Corporation (21-2905.)*

The *Litovich* case also involved Judge Liman, but more importantly the recusal issue was exactly similar to this case in that it was also not known until after the final order with prejudice. As such, the litigants in *Litovich* did not raise the issue at the district level before their second circuit appeal was filed. Judge Liman handed out the *Litovich* decision on October 26, 2021 and the appeal was filed on November 23, 2021. The *Litovich* Petitioner-Appellant was not aware of Judge Liman's conflict of interest requiring recusal until February 25, 2022 when they were notified by the Clerk, *more than three months after* starting the appeal. *Karim Annabi v. New York University* was decided with prejudice by Judge Liman on September 20, 2024 and the appeal was filed on September 27, 2024 with the

recusal argument submitted with the appeal within days of the order.

If the Petitioners in *Litovich,* who had legal representation and the benefit of being notified of a conflict by the Court Clerk, can have their recusal argument considered in a case that concerns financial claims, then so should a *pro se* Petitioner in a case with civil rights and other claims where he had to discover the conflicts himself, and where the conflicts are significantly greater in number and scope. Chief Justice Roberts has stressed a desire for 100% conformity with 28 U.S.C § 455 and the second circuit should have vacated Judge Liman's order in this case as it had recently done in the *Litovich* case.

The Judge Liman-NYU conflicts include close family ties with NYU mega donors such as the Tisch family. The Liman family attended their weddings, lunched weekly, were tennis partners and neighbors, amongst other socializing, with long serving NYU Chairman, Laurence Tisch. Another former NYU Chairman, Martin Lipton, is another close Liman family friend *who serves* on NYU's Board of Trustees and has *72 years* of affiliation with NYU, and the law school specifically. Judge Liman's uncle has a conference room and lecture in his honor at NYU Law and was Mr. Lipton's protégé at NYU Law school and at his firm.

Multiple members of the billionaire *Rennert family* also have close ties with the Liman family. Mrs. Liman was employed under Ira Rennert's wife at a New York museum, and under their daughter at Barnard in fundraising capacities, during which time the Rennert family donated millions. Judge Liman's cousin also received a Rennert funded fellowship at

NYU law, and numerous other conflicts as described in the appeal brief.

While Judge Liman may have an affinity for NYU's donors and executives from decades of his family socializing and working with them, adjudicating a case which implicates their cherished university, *and specific programs in their name*, should have led to an immediate recusal. Judge Liman's inability to be impartial is further demonstrated by his written comment that he is "*deeply indebted*" to university donor friends who have promoted his father's legacy at Yale, Barnard and other institutions.

V. PROJECTS HAVE POTENTIAL FOR POSITIVE SOCIAL IMPACT

Petitioner's projects that are being sabotaged by NYU through the discriminatory bans and contract breaches have the potential to benefit the public positively. The Activate social network has a business model to grow organically without investor financing, allowing it to allocate nearly all of its profits to the public and 99 organizations that champion important causes. The US First Responders Children's Foundation is one notable, contractually signed ambassador organization and profit recipient with a minimum $1M funding commitment from Activate to the organization. Activate's tools also allow members to pool their share of profits and invest them in their grassroots initiatives globally, creating national and global empowerment and cohesion.

The Sir David Amess Peace Initiative, the first known interfaith nomination campaign for a

proposed Catholic saint, also brings people together. Several important religious leaders such as Rabbi David Rosen, and other leaders such as Sir Tony Blair, are in support, as well the United Arab Emirates Islamic Ministry through a peaceful fatwa.

In these times of economic disfranchisement and other public strife arising from religious and political hatred, these two projects are noble efforts attempting to pull humanity in the right direction.

CONCLUSION

For the foregoing reasons, Petitioner respectfully requests that this Court issue a writ of certiorari to review the judgment of The Second Circuit Court of Appeals.

Respectfully submitted,

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