No.

In the
Supreme Court of the United States

ALLAN M. LEAVITT, INDIVIDUALLY, AND AS CLASS REPRESENTATIVE,
Petitioners,

v.

UNITED SERVICES AUTOMOBILE ASSOCIATION, A TEXAS DEPARTMENT OF INSURANCE REGULATED RECIPROCAL INTER-INSURANCE EXCHANGE AND SUBSIDIARY; GEICO INDEMNITY COMPANY; THE COMMERCE INSURANCE COMPANY, INC.,
J. ROE 1-100,
Respondents.

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

CORRECTED PETITION FOR A WRIT OF CERTIORARI

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QUESTIONS PRESENTED

I. Because Rule 23 is mandatory as held in Wal-Mart Stores, Inc. v. Dukes, Amchem Products, Inc. v. Windsor, et al., were the Class Members' rights of due process under the fourteenth amendment violated when the Court intentionally failed and refused to comply with Rule 23 which mandates "At an early practicable time after a person sues... the court must determine by order whether to certify the action as a class action:" where:

[i] the disputed, undeclared, statutory law pled that **Massachusetts statute requires non-Massachusetts resident motor vehicle owners to maintain Massachusetts Compulsory Insurance which includes Personal Injury Protection provisions as part of their policy of liability insurance when their vehicles are operated in the Commonwealth of Massachusetts;** *and*

[ii] the disputed, undeclared, statutory law represents the rights, duties, status and other legal obligations of **everyone;** *and*

[iii] the Court held that this law has been declared; *yet*

[iv] failed and refused to say **what that law is** (and refused to order the insurers to say what that law is) depriving Class Members of their rights to "protections" of the statute and their policies of liability insurance?

II. Does it violate due process when a judge adjudicates a Class Action in which she and the Defendants in the Class Action are accused of conspiring to *suppress* a declaration of law in a prior law suit?

LIST OF PARTIES

1) Allan M. Leavitt, Petitioner;
2) UNITED SERVICES AUTOMOBILE ASSOCIATION;
3) GEICO INDEMNITY INSURANCE COMPANY;
4) THE COMMERCE INSURANCE COMPANY.

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Petitioner, Allan M. Leavitt, respectfully requests that a writ of certiorari issue to review the judgment and opinion of the United States Court of Appeals for the First Circuit where an appeal of a District Court Judgment was affirmed on November 12, 2025. The District Court summarily denied and dismissed all counts of the Class Action Complaint (which included a complaint for declaratory relief applicable to everyone) without addressing Rule 23 claiming res judicata and Rooker-Feldman barred jurisdiction.

OPINIONS BELOW

The precedential opinion of the Court of Appeals for the First Circuit, Leavitt v. United Services Automobile Association, et al., is included in Petitioner Appendix 1 – 2 (PA 1 - 2 hereafter) wherein that Court agreed with the District Court "for

substantially the reasons set forth in the district court's January 19 and December 11, 2024, Memoranda and Orders." ruling that "we conclude that appellant has failed to demonstrate any reversible error or abuse of discretion with his contentions, including with any argument that the Rooker-Feldman doctrine does not bar the underlying federal suit due to appellant's inclusion in the operative complaint of conspiracy claims and/or claims on behalf of a putative class."

JURISDICTION

Jurisdiction of the Supreme Court of the United States is found in Article III of the Constitution which mandates "judicial Power of the United States, shall be vested in one Supreme Court, and in such inferior Courts as the Congress may from time to time may ordain and establish."

CONSTITUTIONAL AND STATUTORY PROVISIONS INVOLVED

Constitution of the United States, 14th Amendment.

The Equal Protection Clause provide:

> nor shall any State....deny to any person within its jurisdiction the equal protection of the law.

The Due Process Clause provides:

> No person shall...be deprived of … property, without due process of law.

M.G.L. ch. 90, § 3 provides:

> …, a motor vehicle or trailer owned by a non-resident…may be operated on the ways of this commonwealth without registration…except during such time as the owner thereof maintains in full force a policy of liability insurance providing indemnity for or protection…at least to the amount or limits

required in a motor vehicle liability policy as defined in section thirty-four A.

M.G.L. ch. 90, § 34A - Definitions provides:

..."Motor vehicle liability policy", a policy of liability insurance which provides indemnity for or protection to the insured and any person responsible for the operation of the insured's motor vehicle with his express or implied consent against loss by reason of the liability to pay damages to others for bodily injuries...

"Personal injury protection," provisions of a motor vehicle liability policy...

Rule 23

"At an early practicable time after a person sues... the court must determine by order whether to certify the action as a class action."

28 U.S.C. § 455

"Any justice, judge, or magistrate, of the United States shall disqualify himself/herself in any proceeding in which his/her impartiality might reasonably be questioned."

PREFACE AND INTRODUCTION

That the law, as pled in this Class Action complaint is res judicata and barred by the Rooker-- Feldman doctrine as claimed by GEICO, USAA, The Commerce Insurance Company, District Court judge, Indira Talwani, and Appeals Court judges, Gustav Antonio Gelpí, Jr. , Lara E. Montecalvo, and Julie Rikelman, is absurd. That Rule 23 (which mandates "At an early practicable time after a person sues... the court must determine by order whether to certify the action as a class action) was not a mandatory obligation of the Court, is contrary to established law and violates due process.

Fraud is now the word on everyones' lips. And the matter now before this Court represents the clearest judicial fraud in the history of American Jurisprudence. It represents the manner and method in which Democrat-President-appointed judges have *suppressed* law and transformed our Democracy into a Nation of Men from that of Laws.

A review of the Class Action Complaint proves District Court Judge, Indira Talwani, and Appeals Court judges, Gustav Antonio Gelpí, Jr. , Lara E. Montecalvo, and Julie Rikelman refused to address even one count in the Class Action Complaint without any explanation, justification, or excuse. *See* PA 1 – 70. In summary dispositions, and without referring to the plea for declaratory relief or the mandatory nature of Rule 23, each Court dismissed the Class Action Complaint. The Appellees' and Courts' remaining silent represents

their attempt to plead the Fifth Amendment as *suppression* of due process and a declaration of law has been a joint effort amongst themselves and GEICO, USAA, and The Commerce Insurance Company. For, the Class Action pled:

> **Massachusetts statute requires non-Massachusetts resident motor vehicle owners to maintain Massachusetts PIP provisions as part of their policy of liability insurance when their vehicles are operated in the Commonwealth of Massachusetts**

and Rule 23 was mandatory for the Court to determine. Her failing to do so was intentional and represents a violation of the due process rights of the Class Members. Allan M. Leavitt is clearly a Class Member. The District Court's and Court of Appeals' Rulings do not determine their rights. *See* PA 1 – 2 and 44 - 70. They are unaddressed.

This Court's holdings in Wal-Mart Stores, Inc. v. Dukes, and Amchem Products, Inc. v. Windsor make clear the **mandatory** nature of Rule 23. In this Class Action, **Rule 23 was never addressed**. A motion to address Rule 23 was DENIED. GEICO, USAA, and The Commerce Insurance Company never moved to certify the Class under Rule 23. The interests of the Class were completely ignored and *suppressed*.[1] *Suppression* of Rule 23 deprived the Class Members of due process.

[1] So desperate were the judges in this Class Action to withhold their decisions from the Public that they withheld their decisions from the legal website available to the Public on justia.com. The November 12th Court of Appeals ruling could not be found on that Public website. And the dockets in this matter are only partial entries. Audio access to the Public for the December 14, 2023 hearing was DENIED. *See* PA 103 – 139.

UNDENIABLE PROCEDURAL HISTORY

I. The Class Action

Massachusetts statute requires non-Massachusetts resident motor vehicle owners to maintain Massachusetts PIP provisions as part of their policy of liability insurance when their vehicles are operated in the Commonwealth of Massachusetts

The failure to address Rule 23 represents *suppression* of the Class' rights of due process by Democrat-President-appointed judges.

And in order to continue their fraud, neither GEICO, USAA, nor the Commerce Insurance Company will respond to this Petition in order to attempt, without success, to plead the Fifth Amendment right against self-incrimination as they did in the approximately sixty (60) motions in the Court of Appeals. They responded to not one motion and not even one allegation of criminal conduct in the Class Action. They never moved for declaratory judgment for their tens of millions of policyholders despite the plea in this Class Action applying to those policyholders, the statute requiring and benefiting them, the fact that they take billions of dollars promising policyholders those protections, and despite the fact that Rule 23 applied to them as well.

II. The Class Action As Pled

Massachusetts statute requires non-Massachusetts resident motor vehicle owners to maintain Massachusetts PIP provisions as part of their policy of liability insurance when their vehicles are operated in the Commonwealth of Massachusetts.

See PA 3 - 43.

That law was, and continues to be, denied and *suppressed* by GEICO, USAA and The Commerce Insurance Company. And the failure to abide the mandatory nature and requirement of Rule 23 (officially)[2] continues that *suppression* for the Class Members. No insurer is paying these Protections (*see* M.G.L. ch. 90, § 3 and M.G.L. ch. 90, § 34A) and never has as that law remains undeclared since enacted and became effective January 1, 1971.

Yet the District Court held this law has been declared (the sole reason for dismissal of the Class Action was res judicata and Rooker-Feldman (*See* PA 1 – 2 and 44 - 70)) and sanctioned both the Plaintiff, Allan M. Leavitt, and his Class Counsel for bringing this Class Action. *See* PA 44 - 70.

There was never a motion filed by the Plaintiffs and Class Members for which the Court of Appeals required GEICO, USAA, or the Commerce Insurance Company, to respond and the Court of Appeals never ruled on even one of the approximately sixty (60) motions. *See* PA 103 - 139.

District Court judge, Indira Talwani, and Appeals Court judges, Gustav Antonio Gelpí, Jr. , Lara E. Montecalvo, and Julie Rikelman have placed the Supreme Court of the United States in the position of having to make a Hobson's Choice. Either take up this Petition of Certiorari and find the District Court violated the Plaintiffs' and Petitioners' rights in failing to

[2] The "insurers" had the obligation to have the law declared for they denied the plea that the statute required these coverages. For they promise to pay whatever the law requires and take billions of dollars in exchange for that promise.

determine if there was a Class to be Certified (which of course there is) or to deny the Petition and expose the conspiracy by the insurers and judiciary to *suppress* the law in Massachusetts and the rights of due process. *See* "Exhibit 1." *See* PA 93 - 102 for those involved.

These judges have removed the veil of honesty and invincibility from the Judiciaries. Justice Robert H. Jackson never expected a court with judges with the same morality as District Court Judge, Indira Talwani and Court of Appeals judges, Gustav Antonio Gelpí, Jr. , Lara E. Montecalvo, and Julie Rikelman when he said "We are not final because we are infallible, but we are infallible only because we are final." Brown v. Allen, 344 U.S. 443 (1953).

The Supreme Court of the United States has now become neither infallible nor final.

The forthcoming Class Action will include a new Plaintiff, Class Representative and insurer along with these Appellees. One wonders what collective stupidity GEICO, USAA, and The Commerce Insurance Company will contrive then with the Judiciaries in that matter. Perhaps res judicata and Rooker-Feldman? Will they then say whether the Class Action plea is the law or as they have denied and have argued has been declared. Or will they refuse to speak as they did in open Court on December 13, 2023?

These aforementioned judges have brought shame on this Court having *suppressed* Massachusetts statutory law representing the Will of the People.

Democrat-President-appointed judges cannot be trusted with the Truth. Nor with Democracy. Neither the Class Members, the Plaintiffs, nor this Court know whether:

> **Massachusetts statute requires non-Massachusetts resident motor vehicle owners to maintain Massachusetts PIP provisions as part of their policy of liability insurance when their vehicles are operated in the Commonwealth of Massachusetts**

because that statutory law remains undeclared. And GEICO, USAA, and The Commerce Insurance Company along with District Court Judge, Indira Talwani and Appeals Court judges, Gustav Antonio Gelpí, Jr. , Lara E. Montecalvo, and Julie Rikelman shamefully claim that law has been declared. The matter before the Court proves the transparent nature of our corrupt judiciaries. The mandatory nature of Rule 23 not even addressed.

III. Transfer of the Case to Indira Talwani

On June 15, 2023, the Class Action was filed. It took five (5) months for the Court to act on the Defendants' motions to transfer the case to Indira Talwani claiming the Class Action was “related” to the 2020 law suit before her. Over the Plaintiffs' and Class Members' objections, the Class Action was transferred to her by way of endorsement to the docket and not memorandum of law in order to avoid discussing the issues they raised in their objection.

The reason is that the Plaintiffs and Class Members objected to transfer of the 2023 Class Action to the judge who heard the 2020 law suit is because in the 2023 Class Action that judge was accused of conspiring with

GEICO, USAA, and The Commerce Insurance Company of *suppressing* the law in the 2020 law suit. A clear conflict of interest. It was transferred over the Plaintiffs' and Class Members' objection. Their objections and arguments never met with a response from GEICO, USAA, The Commerce Insurance Company, the judge who transferred the case, or the judge to whom the case was transferred.

In the 2023 Class Action GEICO, USAA, and The Commerce Insurance Company were accused in this 2023 Class Action of conspiring with Talwani in the 2020 law suit to *suppress* the law. *See* PA 3 – 43 (specifically 12). Amazingly, Talwani never disqualified based on her impartiality being "reasonably questioned" and on pleas in the Class Action Complaint as required by 28 U.S.C. § 455. And she never addressed the clear conflict of interest.

Notwithstanding, the matter was returned to Indira Talwani despite her clear conflict of interest in the Class Action and the claims that she conspired with the Defendants in the 2020 law suit to *suppress* a declaration of law. *See* PA 103 - 139.

IV. The Summary Denial of Plaintiffs'/Class Members' Motions Upon Transfer

Within less than 24 hours from the transfer of this case back to Indira Talwani, she summarily dismissed numerous of the Plaintiffs' and Class Members' motions by endorsement without memoranda of law. Yet another

clue that the Defendants and Indira Talwani were determined on *suppressing* a declaration of law for the Class. *See* PA 102 - 139.

V. Class Action Certification Under Rule 23 Never Addressed

There is no requirement under Rule 23 for the Plaintiffs to file or initiate a motion for the Court to Certify the Class. But the District Court denied the Plaintiffs' and Class Members' motion to address Rule 23 claiming a motion by the Plaintiff was required.

In fact just the opposite is True. Rule 23 mandates "At an early practicable time after a person sues... **the court** must determine by order whether to certify the action as a class action." *Emphases added.*

It is the Court's responsibility to determine whether to certify the Class. And if the Judicial Council's words are heeded by this Court that perhaps "from the outset of litigation the judge should act as a fiduciary for the class," it appears that a judge's role in the Class Action is that of a fiduciary for the Class from the outset of the litigation; not just the settlement stage. And the reason for this, in part, is to avoid the Parties and the Court from doing that which harms the Class. As they did here.

At no time after this matter filed on June 15, 2023 was there any effort by a judge to certify the action as a Class Action as required by Rule 23. At no time after this matter was transferred to Indira Talwani was Rule 23 ever addressed by her or upon the Plaintiffs' and Class Members' request.

In fact, when a motion to address the Class Action under Rule 23 was filed, the judge DENIED the motion and claimed, by endorsement and without memorandum of law, that *a motion to certify the Class had to be filed by the Plaintiff*. That claimed requirement is not found anywhere under Rule 23 and is contrary to this Court's rulings concerning Rule 23. *See* PA 1-139. In addition,the Court failed to show where in the rule she was not obligated to comply with the mandatory requirement that it is the court that must determine by order whether to certify the action as a Class Action.

VI. The Plaintiff, Allan M. Leavitt's Rights Never Addressed By The Court

The Court never addressed the Plaintiff's right to represent the Class, his right as a Class Member, nor his continuing right to the protections mandated by Massachusetts Statute. Rights which have never been declared though the District Court claimed they have yet refuses to say where it was declared and what that law is.

This means that [1] Allan M. Leavitt's right as a Class Member entitled to the protections pled in the Class Action were summarily denied, [2] Allan M. Leavitt's right to represent the Class was summarily denied, and [3] the Class Members (everyone who finds themselves on the roads of the Commonwealth of Massachusetts injured while occupying a non-Massachusetts registered vehicle or struck by one as a pedestrian) rights have been denied. All without reason, justification, or excuse. *See* PA 1 – 2

and 44 - 70.

VII. The Law Has Not Been Declared And Is Neither Res Judicata Nor Barred By The Rooker-Feldman Doctrine.

The sole basis for dismissal of the Class Action of June 15, 2023 was the claim that the law had been declared as pled and that was done in a state court action.[3] That claim by GEICO, USAA, and The Commerce Insurance Company, Indira Talwani in District Court and Gustav Antonio Gelpi, Jr., Lara E. Montecalvo, and Julie Rikelman in the Court of Appeals for the First Circuit is not True. In fact, they know it is a lie.

STATEMENT OF THE CASE

I. THE CLASS MEMBERS' RIGHTS OF DUE PROCESS UNDER THE FOURTEENTH AMENDMENT WERE VIOLATED WHEN THE DISTRICT COURT AND COURT OF APPEALS BOTH FAILED AND REFUSED TO ADDRESS AND ENFORCE RULE 23

Federal Rule of Civil Procedure (FRCP) 23 governs Class Actions in U.S. federal courts. It is mandatory in the sense that any case seeking to proceed as a Class Action must satisfy its requirements. A federal judge is required to apply the requirements set forth in the rule to determine, as

[3] There is never any analysis by the District Court of even one count in the Class Action law suit. There is never any analysis as to why the law was not declared. The was never any reference, consideration, discussion, or analysis of the Plaintiffs' and Class Members' motions before the Court. The District Court judge ignored all motions as she did in the legal argument on December 13, 2023 when demanded she inform the Plaintiff (who was in that court room where the law the insurance companies and she claim was declared) what that law is. There was never any reference, consideration, discussion, or analysis of the Plaintiffs' and Class Members' motions before the Appeals Court. Nothing in their summary ruling addresses one thing in approximately 60 motions and six pages of issues raised in the "show cause" submitted to the Court of Appeals. *See* PA 1 - 2.

early as practicable, whether a case can be certified as a Class Action. The District Court judges never did that because that which was, and continues to be, subject for certification, is undeniable law which applies to everyone.

The case law that confirms mandatory application of Rule 23 includes U.S. Supreme Court decisions which include the following: Wal-Mart Stores, Inc. v. Dukes, 564 U.S. 338 (2011) and Amchem Products, Inc. v. Windsor, 521 U.S. 591 (1997) and others.

The failure to certify the action as a Class Action by a judge denies the Class Members their right of due process. The Rule does not anticipate a judge intentionally *suppressing* the law by refusing to certify an action as a Class Action working in conspiracy with the Defendants. Nor does it contain any requirement for a Party to file a motion for the Court to address Rule 23 to determine if there is a Class to be certified.

A. The Mandatory Nature of the Rule

The mandatory nature of Rule 23 stems from the structure of the Federal Rules of Civil Procedure themselves.

The Rules Enabling Act permits the Supreme Court to create procedural rules for the federal courts which become law.

The rules are designed to "secure the just, speedy, and inexpensive determination of every action and proceeding" and *are binding on judges*.

While judges have some discretion in applying the factors within the

rule (e.g., determining the requirement of numerosity), they do not have discretion to waive the requirements of Rule 23. A court must make specific findings that all criteria are met before certifying a Class.

Here, in this Class Action, the District Court never addressed Rule 23 or its requirements and the Court of Appeals did not even allow an appeal. The Plaintiff and Class Members were never permitted to demonstrate that common questions of law or fact are central to the dispute between them and GEICO, USAA, and The Commerce Insurance Company or that the Class Action was, and is, capable of being resolved across the entire class in a single stroke. The matter was the subject of summary disposition.

If the comments within by Justices Sotomayor and Jackson (within) are to be credited to the Supreme Court judges in this case, they will be appalled at the wholesale abandonment in this case of the Rules of Civil Procedure (specifically Rule 23) which were enacted to ensure fairness, efficiency, and access to justice which are the bedrock of due process.

B. Class Action Certification Under Rule 23 Never Addressed Denies Due Process

There is no requirement under Rule 23 for the Plaintiffs to file or initiate a motion for the Court to Certify the Class. In fact just the opposite is True. Rule 23 mandates "At an early practicable time after a person sues… the court must determine by order whether to certify the action as a class action." It is the Court's responsibility whether to certify the Class.

Accordingly, the Court denied due process to the Class from the outset of the litigation. Intentionally *suppressing* their right of due process. Not acting as a fiduciary but rather as co-conspirator with GEICO, USAA, and The Commerce Insurance Company.

Wal-Mart Stores, Inc. v. Dukes, 564 U.S. 338 (2011): The Supreme Court addressed the mandatory nature of Rule 23(a)'s requirements. Specifically, commonality. The Court's holding requires demonstration that there are common questions of law or fact are central to the dispute and capable of being resolved across the entire Class in a single stroke.

The Court's failure to order the Plaintiff to file a motion demonstrating commonality, etc. for the vast chasm of time that the Class Action was filed, is because the plea in the law suit clearly revealed commonality. Namely, that Massachusetts statute required coverages applicable to everyone.

Amchem Products, Inc. v. Windsor, 521 U.S. 591 (1997): This holding by the Supreme Court of the United States established that all Class Actions must satisfy the prerequisites of Rule 23(a) (numerosity, commonality, typicality, and adequacy of representation) and meet the criteria of at least one of the three categories in Rule 23(b). The Court held that these *requirements are in place to protect the rights of absent Class Members* and ensure that Class Actions are a fair and efficient method for resolving disputes. The rights of absent Class Members here were denied by the Court

as they were never addressed under Rule 23.

General Telephone Co. of Southwest v. Falcon, 457 U.S. 147 (1982): This case confirmed that a District Court must determine whether the party seeking to represent a Class has the same interests and incentives as the Class Members, and that conformance with Rule 23 is mandatory. Here the same interests and incentives contained in the plea for declaration of law and protections under the statute are obvious.

Yet, no motions were filed by GEICO, USAA, The Commerce Insurance Company or the District Court to challenge the requirements of Rule 23 though they insure tens of millions and take billions of dollars from them promising the same protection under contract. This is the typical procedure. But because this judge and these Defendants knew the requirements of Rule 23 were proven by the Class Action Complaint for Declaratory relief on its face, the Court has made up the requirement of a motion that Rule 23 does not mandate. She did so to *suppress* the Classes' interests.

C. M.G.L. ch. 90, § 3 and M.G.L. ch. 90, § 34A

The statute in Massachusetts governing out-of-state motor vehicles is M.G.L. ch. 90, § 3. It provides out-of-state vehicles are required to "maintain" a "policy of liability insurance"..."at least to the amount or limits required in a motor vehicle liability policy as defined in section thirty-four A."

And M.G.L. ch. 90, § 34A provides the definitions of "motor vehicle

liability policy" and "Personal injury protection" "provisions of a motor vehicle liability policy." The Class Action Complaint pled "Massachusetts statute requires non-Massachusetts resident motor vehicle owners to maintain Massachusetts PIP provisions as part of their policy of liability insurance when their vehicles are operated in the Commonwealth of Massachusetts." GEICO and USAA denied the plea in state court and never cross-claimed for declaratory judgment.

Nowhere in the Class Action (or any action in a state court) has that law been declared by the Court which requires non-Massachusetts resident motor vehicle owners to maintain Massachusetts PIP provisions as part of their policy of liability insurance when their vehicles are operated in the Commonwealth of Massachusetts or declares that it does not. And the statute applies to everyone and clearly shows numerosity, commonality, and typicality. And GEICO, USAA, and The Commerce Insurance Company deny these pleas.

And the law which they only infer has been, for this Class Action, res judicata and Rooker-Feldman relates to a Massachusetts Appeals Court Ruling which was decided under Rule 1:28. This is a non-precedential ruling applicable only to Allan M. Leavitt for that case only; not to Allan M. Leavitt at any time thereafter and not for any Member of any Class. *See* 95 Mass.App. Ct. 1125, 134 N.E.3d 132 (2019).

Also, the District Court and Court of Appeals judges could simply have asked, at any time, whether the insurers were paying this protections they deny and the case would have been over. But the Court could not because the the insurers and the Court would be admitting they have purposefully *suppressed* a declaration of law for the Class in this Action.

Accordingly, The Petitioners' and Class Members' rights of due process under the fourteenth amendment were violated when the District Court and Court of Appeals both failed and refused (DENIED a motion) to address and enforce Rule 23.

II. IT VIOLATED DUE PROCESS WHEN THE JUDGE ADJUDICATED A CLASS ACTION IN WHICH SHE AND THE DEFENDANTS IN THE CLASS ACTION ARE ACCUSED OF CONSPIRING TO SUPPRESS A DECLARATION OF LAW IN A PRIOR LAW SUIT

A. Conflict

It is clear that "Any justice, judge, or magistrate, of the United States shall disqualify himself/herself in any proceeding in which his/her impartiality might reasonably be questioned." 28 U.S.C. § 455.

It was. Yet, corrupted judge, Indira Talwani, never disqualified herself despite her impartiality objectively clearly questioned. Repeatedly. She never addressed whether she engaged in ex parte communications and "denied" addressing the motion. Never answered where the law was declared and what it is. She refused to address the Counts in the Complaint. And refused to apply law to fact. Worse, this Class Action pled conduct involving a "conspiracy to suppress and actual suppression

of the Plaintiffs' and Class Members' rights to a declaration of law... in the ... 2020 action in District Court." *See* PA 3 – 43 and specifically 12. The 2020 law suit in which corrupted Class Action judge, Indira Talwani, was adjudicator. Incredibly, in the 2023 Class Action she awarded $50,000 in sanctions to GEICO and USAA *against Class Counsel* in order to reward her 2020 co-conspirators (GEICO/USAA).

The many motions addressed to the judges on the Court of appeals demanded they reveal ex parte communications with anyone not permitted by the Code of Conduct for United States Judges, the recuse of their impartiality was reasonably questioned (28 U.S.C. § 455), to required the Parties to reveal ex parte communications, etc. *See* PA 140 - 183. Not only did the Court ignore all approximately 60 motions and refuse to respond to those allegations, the Court of Appeals even refused to require GEICO, USAA, and the Commerce Insurance Company to respond to those allegations. The reason? These Appellees and the Court of Appeals were working together to *suppress* a declaration of law for the Class.

B. Beware Democrat-President-appointed Judges

As indicated, it appears all of the judges from the District Court to the Court of Appeals were Democrat-President-appointed judges. The Classes' right of due process to have the law declared was *suppressed* by these judges in conspiracy with GEICO, USAA, and The Commerce Insurance Company. This Class Action was not about law for the judges named within; it was about mind control having nothing to do with law. For those judges to hold that the law has been declared and refuse to say what that

law is and where it was declared, represents their clear intent to *suppress* a declaration of law for the Class Members with the aid of GEICO, USAA, The Commerce Insurance Company.

And the Class, the Public, needs to know.[4]

C. Supreme Court Rulings Ignored

In his 2025 annual address, Chief Judge Roberts' warning that "elected officials from across the political spectrum have raised the specter of open disregard for federal court rulings" is, in fact, the practice of the judges in the state and federal courts in Massachusetts at the trial and appellate level revealing he clearly knows the Courts' encourage such disregard of their own rulings (Lance v. Dennis, 546 U.S. 459, 463 ((2006))[5] which this 2021 court also ignored along with the

[4] Justice Jackson wrote recently concerning universal injunctions: "But, in my view, if this country is going to persist as a Nation of laws and not men, the Judiciary has no choice but to deny it. Stated simply, what it means to have a system of government that is bounded by law is that everyone is constrained by the law, no exceptions." Donald J. Trump, President of the United States, et al. v. Casa, Inc., et al., 606 U.S. __ (2025). Jackson, J. dissenting. Emphasis added. This includes corrupted judges.

And similarly, Justice Sotomayor's recent observation sums up our current judicial dilemma. "The due process clause represents 'the principle that ours is a government of laws, not of men, and that we submit ourselves to rulers only if under rules.' Youngstown Sheet & Tube Co. v. Sayers, 343 U.S. 579, 646 (1952) (Jackson, J., concurring). **By rewarding lawlessness, the Court once again undermines that foundational principle**." Department of Homeland Security, et al. v. D.V.D., et al, 606 U.S. ____ (2025), Sotomayor, J. dissenting. *Emphasis added.*

[5] In the 2020 law suit Warren Buffet, Berkshire Hathaway, Inc. and many others were dismissed on the grounds of **res judicata** and Rooker-Feldman. Yet, they were never sued before. Claims were never made against them before. And declarations of law were never sought against them before. Dismissed in direct violation of this Court's holding in Lance v. Dennis, 546 U.S. 459, 463 (2006). A case never mentioned by the corrupted judge, Indira Talwani, nor this Court in No. 21-1561.

SCOTUS Petition) rendering its own rulings worthless.

Justice Roberts' comments ring true in his annual address and speak volumes. It confirms that he knows his rulings will be disregarded. Otherwise, he would not have issued the warning.

This Court must grant this Petition. For Democracy depends on it.

REASONS FOR GRANTING THE PETITION

The reasons for granting the petition is to assure consistency in the application of Rule 23 and to avoid violations of rights of due process of the laws when it comes to Class Actions.

CONCLUSION

It is clear that the Petitioners' and Class Members' rights of due process under the fourteenth amendment were violated when the District Court and Court of Appeals both failed and refused (DENIED a motion) to address and enforce Rule 23 which mandates "At an early practicable time after a person sues... the court must determine by order whether to certify the action as a class action"...

when [i] the disputed, undeclared, statutory law pled that **Massachusetts statute requires non-Massachusetts resident motor vehicle owners to maintain Massachusetts Compulsory Insurance which includes Personal Injury Protection provisions as part of their policy of liability insurance when their vehicles are operated in the Commonwealth of**

The Supreme Court DENIED the petition for certiorari.

Massachusetts, [ii] the disputed, undeclared, statutory law represents the rights, duties, status and other legal obligations of **everyone**, [iii] the District Court and Court of Appeals for the First Circuit hold that this law has been declared, [iv] but failed and refused to say (and refused to order the insurers to say) **what that law is** depriving Class Members of their rights to the "protections" of the statute and their policies of liability insurance.

The reason the District Court judge refused to say, when demanded on December 13, 2023 what the law is and where that law was declared, is because she would be admitting it was not declared in any action and that the 2020 law suit was dismissed in conspiracy with the Defendants in that action. And she would be required to address Rule 23 which would have determined whether the law as pled in the Class Action, did, or did not, require the coverages pled by the Class Members.

Allan M. Leavitt's rights demanded in the Class Action included the right to the protections that are perpetual in the statute in Massachusetts. They included his right to represent the Class Members in a declaration of that law. It was never declared in a state court action. Those rights were never declared for the Class in the Class Action or at any time prior.

The reason you will see none of these rights discussed in the District Court's ruling in which she awarded sanctions against Allan M. Leavitt and Class Counsel, was to cover up her crimes of conspiring with the insurers to

suppress a declaration of law, the rights of the Class Representative, and the Class Members in this Class Action and to chill legal advocacy.

> **Massachusetts statute requires non-Massachusetts resident motor vehicle owners to maintain Massachusetts PIP provisions as part of their policy of liability insurance when their vehicles are operated in the Commonwealth of Massachusetts**

and Rule 23 was mandatory for the Court to follow. The Court failing to do so represents a violation of due process of the rights of the Class Members.

The Class Action judge violated the rights of due process in hearing the law suit in which the pleas included her conduct in a prior (2020) law suit engaging in a conspiracy with the Defendant in the Class Action to *suppress* a declaration of law.

When the District Court, Appeals Court, and insurers can say (1) Massachusetts statute requires non-Massachusetts resident motor vehicle owners to maintain Massachusetts PIP provisions as part of their policy of liability insurance when their vehicles are operated in the Commonwealth of Massachusetts, (2) that this law is denied by the insurers, (3) that the court and insurers say that law has been declared in a state court action (res judicata and Rooker-Feldman), (4) yet refuse to say what that law is, (5) resulting in the Supreme Court of the United States being unable to say what the law is, there is a crisis of Truth in our "Democracy." For which, the highest Court in the United States must intervene.

Respectfully Submitted,

Petitioner,
Allan M. Leavitt,
By His Attorney and
Counsel of Record,

/s/ William J. Ruotolo

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Dated: January 17, 2026