

No. _____

25-7129

ORIGINAL

IN THE
SUPREME COURT OF THE UNITED STATES

FILED
DEC 26 2025
OFFICE OF THE CLERK
SUPREME COURT, U.S.

Antonio Goodwin — PETITIONER
(Your Name)

vs.

Cellular Sales — RESPONDENT(S)

ON PETITION FOR A WRIT OF CERTIORARI TO

US Court of Appeals For The Ninth Circuit
(NAME OF COURT THAT LAST RULED ON MERITS OF YOUR CASE)

PETITION FOR WRIT OF CERTIORARI

Antonio Goodwin
(Your Name)

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(City, State, Zip Code)

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QUESTIONS PRESENTED

1. Whether 9 U.S.C. § 10(a)(1) requires vacatur where an arbitration result was obtained through use of false employment records from Real Time Staffing Services LLC and EmployBridge LLC—entities that never employed Petitioner—and where opposing counsel expressly stated in writing that Petitioner was paid by Real Time Staffing Services LLC and that such records would be used to support dismissal.
2. Whether vacatur is required under 9 U.S.C. § 10(a)(2)–(3) where an arbitrator relied on incorrect factual statements, failed to consider substantial racial-discrimination evidence, and issued a dispositive ruling without a full hearing.
3. Whether due process is violated where courts fail to review evidence demonstrating that an arbitration award was based on false facts, fabricated employment records, misstatements of key evidence, institutional tolerance of arbitrator bias, and systemic failures within the American Arbitration Association.

LIST OF PARTIES

All parties appear in the caption on the cover page.

Petitioner: Antonio Goodwin, pro se.

Respondent: Cellular Sales Services Group, LLC.

Other persons and entities referenced in the proceedings include: Robert L. Bowman, Esq.; American Arbitration Association (“AAA”); Arbitrator Reginald E. Jones, Esq.; Jonathan Weed, Assistant CEO of the American Arbitration Association; Rebecca Regniere; Real Time Staffing Services LLC; EmployBridge LLC; Hire Dynamics; Andrea Mass; Angel Caraballo; and Rose Caraballo.

Additional persons, firms, organizations, and entities referenced in this petition include: Stephanie Stephens; David Ali Chami; Consumer Justice Law Firm, PLC; American Arbitration Association Inc.; Antitrust Arizona News; George Basharis, J.D.; JAMS; National Arbitration and Mediation; AAA-ICDR; Marc J. Goldstein; Melida Hodgson; Goldman Sachs; Continental Towers; Jorge Gaitan; and INTERPOL.

RELATED PROCEEDINGS

United States District Court for the District of Nevada, case number _____.

United States Court of Appeals for the Ninth Circuit, case number _____.

Arbitration proceeding before Arbitrator Reginald E. Jones, Esq., administered through the American Arbitration Association.

Stephens v. American Arbitration Association, Inc., No. 2:25-cv-01650-JJT (D. Ariz. May 15, 2025), class action lawsuit filed in the United States District Court for the District of Arizona challenging the American Arbitration Association's alleged monopoly in the consumer arbitration market.

Telecom Business Solution LLC v. Terra Towers Corp., AAA-ICDR Case No. 01-21-0000-4309.

Commonwealth Coatings Corp. v. Continental Casualty Co. (1968).

Tecnimont SpA v. J&P Avax SA (2014).

HSN Capital LLC v. Productora Y Comercializadora De Television SA (2007).

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Other Authorities and Materials

Federal Arbitration Act 10, 38

AAA Consumer Due Process Protocol 33

Antitrust Arizona News, “Class action lawsuit challenges AAA’s alleged monopoly in consumer arbitration market” 29

AM Editorial Team, “Is the AAA-ICDR Failing To Address Corruption of Arbitration Tribunals?” (Feb. 22, 2025) 34

OPINIONS BELOW

The judgment of the United States Court of Appeals for the Ninth Circuit dated September 26, 2025, is reproduced at Appendix A.

Relevant district court orders are reproduced at Appendix B.

The arbitration award is reproduced at Appendix C.

Additional materials referenced in this petition, including the Robert L. Bowman email, the EEOC/NERC materials, payroll and W-2 documents from Hire Dynamics, the Stephens v. AAA class action materials, and the AAA corruption/bias materials, are identified in the Appendix Index below.

JURISDICTION

The date on which the United States Court of Appeals for the Ninth Circuit decided Petitioner's case was September 26, 2025.

No petition for rehearing was timely filed in Petitioner's case.

A timely petition for rehearing was denied by the United States Court of Appeals on the following date: _____, and a copy of the order denying rehearing appears at Appendix _____.

An extension of time to file the petition for a writ of certiorari was granted to and including _____ on _____ in Application No. _____.

The jurisdiction of this Court is invoked under 28 U.S.C. § 1254(1).

CONSTITUTIONAL AND STATUTORY PROVISIONS INVOLVED

This case involves the following constitutional and statutory provisions:

The Fifth Amendment to the United States Constitution provides in relevant part that no person shall be deprived of life, liberty, or property, without due process of law.

Under 9 U.S.C. § 10(a), an arbitration award may be vacated where:

- the award was procured by corruption, fraud, or undue means;
- there was evident partiality or corruption in the arbitrators;
- the arbitrators were guilty of misconduct in refusing to hear evidence pertinent and material to the controversy, or other misbehavior by which the rights of any party have been prejudiced; or
- the arbitrators exceeded their powers.

This petition also references legal concerns raised in a separate class action against the American Arbitration Association under the Sherman Act, the Clayton Act, the Arizona Antitrust Act, and Article 14, Section 15 of the Arizona Constitution.

STATEMENT OF THE CASE

This petition arises from an employment arbitration and subsequent federal court proceedings in which Petitioner Antonio Goodwin sought relief from an arbitration result that he contends was procured through false employment records, false factual premises, disregard of substantial racial-discrimination evidence, evident partiality, denial of fair process, and systemic failures in arbitral neutrality. Petitioner further contends that the courts below failed to meaningfully address the core evidence demonstrating fraud, false factual findings, and lack of arbitral neutrality.

A. Employment Background and Training Class

Petitioner Antonio Goodwin was hired by Cellular Sales Services Group, LLC and entered a training class simultaneously with three white employees under identical conditions.

Before joining Cellular Sales, Petitioner possessed extensive Verizon retail experience using identical Omni and RQ computer systems through employment with:

- Russell Cellular Verizon in Ashburn, Virginia (2019–2025); and
-

...

B. Petitioner's Qualifications and Performance

Petitioner had superior qualifications, including:

- approximately five years of Omni and RQ system experience;
- ten President Circle Awards; and
- processing more than \$600,000 in Omni and RQ transactions between 2019 and 2025.

These achievements were documented through company emails, electronic order systems, and performance records.

C. Comparative Racial Discrimination Evidence

Petitioner states:

- three white trainees hired at the same time had no Omni or RQ experience;
- those employees were retained;
- white managers assisted those employees during training; and
- Petitioner, an African-American employee with extensive experience, was terminated.

Supporting evidence exists in emails, computerized records, and training documentation.

D. Fraudulent Employment Documentation and False Employer Attribution

Respondent, through counsel Robert L. Bowman, used employment documentation placing Petitioner's name on records attributed to:

- Real Time Staffing Services LLC;
- EmployBridge LLC; and
- Hire Dynamics.

Petitioner never worked for Real Time Staffing Services LLC or EmployBridge LLC and never received:

- paychecks;
- payroll payments; or
- W-2 tax forms

from those companies.

These companies were not his employers.

Email Evidence Demonstrating Use of False Records

Robert L. Bowman stated in written email communications addressed to Petitioner and Rebecca Regniere, AAA Case Manager, that Respondent would obtain and use employment records from Real Time Staffing Services LLC and EmployBridge LLC to support dismissal of Petitioner's claims.

Those records were described as containing:

- poor job performance;
- history of complaints; and
- history of terminations.

Petitioner states under penalty of perjury that he never worked for those companies, and therefore any such records are false as to him.

Petitioner further states that the use of those records introduced false employment history into the arbitration proceedings and directly impacted the outcome by creating a fabricated narrative that Petitioner had performance problems, complaint problems, and termination problems from companies that never employed him.

Robert L. Bowman's April 23, 2025 Email

Petitioner specifically relies on the following message:

From: Robert Bowman rlbowman@kramer-rayson.com

Date: April 23, 2025 at 9:27:00 AM EDT

To: Rebecca Regniere AAA RebeccaRegniere@adr.org, tonygoodwin119@gmail.com

Cc: Katie Overton koverton@kramer-rayson.com

Subject: RE: Antonio Goodwin v. Cellular Sales Services Group LLC - Case 01-25-0000-0391

Good morning, Ms. Regniere and Mr. Goodwin:

I am writing to hopefully shed some light on why Respondent asked the Arbitrator to issue the subpoenas and why they are relevant to this case. Cellular Sales does not employ the individuals in its training program. They are employed by a temporary staffing company operating under the umbrella of a large corporate parent named EmployBridge. Some of EmployBridge's subsidiaries include Hire Dynamics, Real Time Staffing, among many others. I have learned from defending other arbitrations that EmployBridge sometimes uses a common paymaster for its employees. I understand Mr. Goodwin was paid by Real Time Staffing, but he worked for Hire Dynamics.

All documents received pursuant the subpoenas will be provided to Mr. Goodwin, and he can use them as he sees fit. Cellular Sales expects to use the documents to support a motion for dismissal that it will file after receiving the documents. Hopefully, this information satisfies Mr. Goodwin's concerns. Thank you and have a great day.

Petitioner states under penalty of perjury that Robert Bowman's written statement that Petitioner "was paid by Real Time Staffing" is false.

Petitioner was never employed by Real Time Staffing Services LLC.

Petitioner never received a payment from Real Time Staffing Services LLC.

Petitioner never received a paycheck from Real Time Staffing Services LLC.

Petitioner never received a W-2 from Real Time Staffing Services LLC.

Petitioner further states that Real Time Staffing Services LLC never employed him.

Petitioner further states that EmployBridge LLC never employed him.

Petitioner received no wages, no payroll payments, no paycheck, and no W-2 from Real Time Staffing Services LLC.

Petitioner further states that Robert Bowman committed fraud by written email by stating that Real Time Staffing Services LLC paid Mr. Antonio Goodwin, which was false because Petitioner was never employed by Real Time Staffing Services LLC and never received any payment, paycheck, or W-2 from Real Time Staffing Services LLC.

Petitioner further states that Robert Bowman committed fraud again by stating in writing that he was going to use employment-related documents from Real Time Staffing Services LLC to support dismissal of the case, even though Petitioner never worked for or was employed by Real Time Staffing Services LLC.

Petitioner respectfully submits that Bowman's email is direct written evidence that false employer-related records were being sought and affirmatively intended for use in dismissal of Petitioner's claims.

Petitioner respectfully submits that this is not a minor discrepancy over payroll terminology. It is a false employer attribution used in writing by opposing counsel to obtain and use records for dismissal from an entity that never employed Petitioner.

Petitioner states that the use of those records introduced false employment history into the arbitration proceedings and directly impacted the outcome by creating a fabricated narrative that Petitioner had performance problems, complaint problems, and termination problems from companies that never employed him.

Those records were described as containing:

- poor job performance;
- history of complaints; and
- history of terminations.

Petitioner states under penalty of perjury that he never worked for those companies, and therefore any such records are false as to him.

Petitioner further states that the use of those records introduced false employment history into the arbitration proceedings and directly impacted the outcome by creating a fabricated narrative that Petitioner had performance problems, complaint problems, and termination problems from companies that never employed him.

E. Employment Document Switching (“Bait-and-Switch”)

Cellular Sales hired Petitioner directly but later switched employment documentation to Hire Dynamics.

Petitioner received payroll and W-2 documents only from Hire Dynamics.

This post-hire change created misleading employment records and contributed to confusion regarding employer identity.

These actions involved Angel Caraballo and Rose Caraballo.

Petitioner did not receive payroll or W-2 documents from Real Time Staffing Services LLC.

Petitioner respectfully submits that the record reflects a document-switching problem in which Cellular Sales hired him, Hire Dynamics later appeared in payroll and W-2 documentation, and Robert Bowman then represented in writing that Petitioner was paid by Real Time Staffing Services LLC even though Petitioner never worked for Real Time Staffing Services LLC and never received payment, a paycheck, or a W-2 from that company.

This creates a three-entity conflict:

- Employer: Cellular Sales
- Payroll: Hire Dynamics
- False attribution: Real Time Staffing

F. Arbitration Proceedings and Disregard of Evidence

The dispute proceeded before Arbitrator Reginald E. Jones, Esq.

Petitioner presented substantial racial-discrimination evidence showing that less-qualified employees were retained while he was terminated.

The arbitrator did not fully consider this evidence and instead relied on incorrect factual assumptions.

The arbitrator relied on a statement that three Black employees were retained, which is incorrect, and used that incorrect factual premise to dismiss the discrimination claim.

A dispositive ruling was issued without a full hearing.

Petitioner further states that the arbitration proceedings were infected by false employment-record evidence, including the written representation by Robert L. Bowman that Petitioner was paid by Real Time Staffing Services LLC and that subpoenaed records would be used to support dismissal, even though Petitioner never worked for or was employed by Real Time Staffing Services LLC.

G. Jonathan Weed, Assistant CEO of the American Arbitration Association, and the Issue of Evident Partiality

Jonathan Weed, Assistant CEO of the American Arbitration Association, stated that Reginald E. Jones was allowed to make bias rulings and orders in Robert L. Bowman's favor over Mr. Antonio Goodwin's vital overwhelming evidence.

Petitioner respectfully submits that this statement is critically important because it directly connects the arbitration result to institutional approval of one-sided decision-making.

Petitioner states that Jonathan Weed's statement means the following:

- Arbitrator Reginald E. Jones was permitted to rule in favor of Respondent's counsel Robert L. Bowman;
- Arbitrator Reginald E. Jones was permitted to disregard Mr. Antonio Goodwin's vital overwhelming evidence;
- The arbitration process was not neutral in practice; and
- The American Arbitration Association, through its Assistant CEO, communicated that such one-sided rulings were allowed.

Petitioner further states that this is not a minor or abstract concern. It goes directly to the core issue of evident partiality under 9 U.S.C. § 10(a)(2), because it shows that the arbitrator's conduct was treated as permissible even where Petitioner's evidence was stronger and more substantial.

Petitioner respectfully submits that Jonathan Weed's statement connects the dots between the arbitrator's ruling, the disregard of Petitioner's evidence, and the larger failure of neutrality within the arbitration process.

In Petitioner's case, Arbitrator Reginald E. Jones issued a dispositive ruling in favor of Robert L. Bowman and Respondent despite:

- false employment documents from companies that never employed Petitioner;
- false performance, complaint, and termination history drawn from those companies;
- substantial comparative racial-discrimination evidence;
- incorrect factual statements attributed to Petitioner by Andrea Mass; and
- the absence of a full hearing.

Petitioner respectfully submits that Jonathan Weed's statement confirms that such a result was not treated as improper within the AAA process, but instead as something the arbitrator was allowed to do. That directly undermines confidence in arbitral neutrality and supports vacatur for evident partiality.

H. EEOC/NERC Investigative Error — Andrea Mass

Andrea Mass wrote:

“Finally, you mentioned another Black employee who had been working there and suggested that he had been treated better than you. This all suggests that the Respondent was not targeting anyone based on race.”

Petitioner states under penalty of perjury that there is absolutely nothing in the November 3, 2021 email stating that another Black employee was treated better than Petitioner.

Petitioner further states that this statement by Andrea Mass will not be found in any of the emails in the EEOC/NERC case.

Petitioner respectfully submits that:

- the statement quoted by Andrea Mass does not appear in the November 3, 2021 email;
- the statement quoted by Andrea Mass does not appear in any of Petitioner's emails in the EEOC/NERC case;
- the statement quoted by Andrea Mass was not written by Petitioner;
- the statement quoted by Andrea Mass was inserted into the analysis as if Petitioner had said it; and
- that false attribution was then used to conclude that Respondent was not targeting Petitioner based on race.

Petitioner states that Andrea Mass created a statement that was never written in any of the EEOC/NERC emails and used that false statement to support a conclusion against Petitioner.

That error was material, not minor.

It changed the meaning of Petitioner's evidence by falsely transforming a comparative-discrimination complaint into an admission supposedly showing that another Black employee was treated better.

Petitioner respectfully submits that the problem is not merely that Andrea Mass interpreted the evidence differently. The problem is that Andrea Mass attributed words to Petitioner that do not exist in the record.

That false statement then became part of the factual basis used against Petitioner.

Petitioner further states that Arbitrator Reginald E. Jones relied upon that incorrect factual premise when dismissing the racial-discrimination claim.

Thus, the chain of error is direct:

1. Petitioner sent emails describing discrimination and comparative treatment.
2. Andrea Mass inserted a statement Petitioner never wrote.
3. That inserted statement was used to conclude there was no racial discrimination.
4. Arbitrator Reginald E. Jones relied on that incorrect premise.
5. The discrimination claim was dismissed without a full hearing.

H(1). Additional Email Evidence (October 6, 2022)

Petitioner wrote:

Hi Andrea Mass

Cellular Sales lied to the NERC in writing:

Juan M, an Asian employee, was in training with me and had no experience processing orders through Omni and RQ.

Cellular Sales falsely stated that no Asian employee was in training with me.

Petitioner respectfully submits that this email is consistent with his position throughout the case: namely, that similarly situated non-Black employees with less experience were retained and treated more favorably.

This email does not state that another Black employee was treated better.

This email does not support Andrea Mass's statement.

This email contradicts Andrea Mass's statement.

H(2). Impact

The incorrect statement by Andrea Mass:

- changed the outcome of the discrimination claim;
- caused reliance on false facts;
- resulted in dismissal without a full hearing; and
- distorted the actual record of Petitioner's emails in the EEOC/NERC case.

Petitioner respectfully submits that when an investigator attributes words to a complainant that do not appear anywhere in the record, and an arbitrator then relies on that invented statement to dismiss a discrimination claim, the arbitration result is infected by factual error and denial of fair process.

I. AAA Class Action Litigation, Market-Control Allegations, and Systemic Concerns Regarding Fairness and Neutrality

Petitioner further respectfully submits that concerns about bias, fairness, structure, and neutrality within the American Arbitration Association are not limited to his individual case.

Petitioner specifically relies upon the class action lawsuit against AAA filed in the United States District Court for the District of Arizona.

The case is No. 2:25-cv-01650-JJT.

Attorneys: David Ali Chami (Consumer Justice Law Firm, PLC) for Stephanie Stephens.

Companies: American Arbitration Association Inc.

News: Antitrust Arizona News.

Antitrust News: Class action lawsuit challenges AAA's alleged monopoly in consumer arbitration market, filed on May 16, 2025.

Law firms mentioned: Consumer Justice Law Firm, PLC.

Organizations mentioned: American Arbitration Association Inc.

By George Basharis, J.D.

Plaintiff alleges American Arbitration Association controls 94 percent of market through predatory pricing and restrictive rules that harm consumers.

A class action lawsuit filed in the United States District Court for the District of Arizona on May 15, 2025, accuses the American Arbitration Association (AAA) of maintaining an illegal monopoly in the consumer arbitration market. The complaint alleges that AAA has created a “monopolistic second-tiered justice system” through anticompetitive practices that ultimately harm consumers (*Stephens v. American Arbitration Association, Inc.*, No. 2:25-cv-01650-JJT (D. Ariz. May 15, 2025)).

According to the complaint, AAA dominates approximately 94 percent of private consumer arbitrations in America, significantly outpacing its competitors.

The second-largest provider, JAMS, represents only about 5 percent of consumer arbitrations, while the National Arbitration and Mediation accounts for a mere 0.0003 percent of the market.

The lawsuit claims AAA has achieved this market dominance by implementing what it describes as cut-rate pricing on arbitrations and creating restrictive rules that limit consumer rights.

The plaintiff asserts that AAA has established itself as the sole forum available to consumers in 63 percent of the consumer agreements reviewed by counsel before filing the complaint.

The filing specifically points out that AAA is the only forum available in all five of the top cell phone companies in the United States by subscriber volume, in eight of the nine largest telecoms in West Virginia and North Carolina, and in all three major credit reporting agencies.

Additionally, the complaint states that four of the five most popular payment apps exclusively use AAA for dispute resolution.

A central argument in the lawsuit is that consumers fare poorly in AAA arbitrations.

The complaint alleges that consumers who file claims with AAA lose 73 percent of the time nationally and in North Carolina, and 89 percent of the time in West Virginia.

By comparison, the filing claims consumers win 40 percent of arbitrations at JAMS nationally.

The lawsuit also takes aim at AAA's arbitrator compensation structure.

Until January 2024, the complaint alleges AAA capped arbitrator compensation at \$2,500 for consumer arbitrations, including one day of hearings, the final award, and a preliminary scheduling conference.

For settled cases, arbitrators received only \$1,250.

Recently, AAA replaced this system with a \$300 per hour rate, which the plaintiff argues is still significantly below market rates that average around \$600 per hour.

By contrast, the complaint states that JAMS arbitrators handling consumer cases earn an average of \$5,572 for cases that settle before a hearing and \$27,315 for cases that go to a final hearing.

The plaintiff alleges that AAA's compensation structure discourages experienced and competent legal professionals from serving as arbitrators in consumer cases and incentivizes them to minimize time spent on case preparation.

The lawsuit highlights several procedural aspects that allegedly disadvantage consumers in AAA arbitrations. These include:

1. No strike list for arbitrator selection. Consumers in AAA arbitrations cannot select or strike potential arbitrators and are assigned arbitrators without input, unlike in JAMS where consumers receive a strike list of at least five arbitrators.
2. No discovery rights. AAA consumer rules do not allow for discovery or depositions, whereas JAMS rules permit both.
3. Proposed rule changes. AAA has proposed new consumer rules that would eliminate the right to a hearing for cases valued under \$50,000, requiring them to be decided on paper submissions only.
4. Demographics of arbitrators. The lawsuit claims 75.1 percent of AAA arbitrators are male, 96.7 percent have no disability, and 85 percent are white, suggesting a lack of diversity.

The complaint alleges that while AAA maintains these restrictive rules for consumer arbitrations, it does not impose similar limitations on other types of arbitration, such as employment, construction, corporate, healthcare, and labor disputes.

In these other categories, AAA allows arbitrator strikes, discovery, and pays arbitrators their standard hourly rates without caps.

The lawsuit brings claims under both federal and Arizona state law, including alleged violations of the Sherman Act, Clayton Act, Arizona Antitrust Act, and the Arizona Constitution, which explicitly prohibits monopolies in Article 14, Section 15.

The plaintiff seeks to represent two classes:

- A national class of all United States residents with contracts providing AAA as the only available forum for legal relief; and

- An Arizona subclass of residents subject to the same conditions.

The plaintiff is not seeking damages related to the handling of any specific arbitration but is focused on the lack of choice in the arbitration marketplace.

The complaint argues that AAA's practices harm competition by preventing other forums from offering comparable arbitration services while maintaining neutrality.

The complaint includes a detailed analysis of AAA's market position, arguing that the organization has achieved monopoly power through anticompetitive means rather than through "superior product, business acumen, or historic accident."

The plaintiff alleges that AAA's pricing practices stifle competition and create an artificial price floor that prevents competitors from entering the market.

The lawsuit cites AAA's own Consumer Due Process Protocol, which establishes principles for fair arbitration, and argues that AAA violates these standards through its practices.

According to the complaint, the Protocol warns against underfunding arbitrators and emphasizes the importance of neutral forums, especially in contexts where consumers have limited choice.

The case represents a significant challenge to the structure of consumer arbitration in the United States, potentially affecting millions of consumers who have signed contracts requiring AAA arbitration.

Given the prevalence of mandatory arbitration clauses in consumer agreements across telecommunications, financial services, and other industries, this lawsuit could have far-reaching implications for how consumer disputes are resolved in the future.

Petitioner respectfully submits that this separate class action litigation is relevant not because it proves the outcome of Petitioner's specific arbitration by itself, but because it reinforces Petitioner's argument that concerns regarding neutrality, structural fairness, arbitrator incentives, and one-sided outcomes within AAA are not isolated or fanciful.

J. AAA-ICDR Failure To Address Bribery, Corruption, and Notable Cases of Arbitrator Bias

Petitioner further states:

YOUR HONOR THE AAA HAVE NOT ADDRESSED BRIBERY, CORRUPTION, AND NOTABLE CASES OF ARBITRATORS BIAS ATTACH BELOW.

Petitioner further relies upon the following material:

IS THE AAA-ICDR FAILING TO ADDRESS CORRUPTION OF ARBITRATION TRIBUNALS?

AM Editorial Team

February 22, 2025

AAA-ICDR

The integrity of international arbitration hinges on the impartiality and independence of arbitrators. When this fundamental principle is compromised through bias, corruption, or bribery, it threatens the entire dispute resolution system. This article examines how arbitrator bias manifests in practice and analyzes the legal framework for addressing such misconduct under the AAA-ICDR rules.

The Legal Framework

The American Arbitration Association's International Centre for Dispute Resolution (AAA-ICDR) has established robust rules governing arbitrator conduct.

Article 14 of the ICDR Rules requires arbitrators to be impartial and independent, with an ongoing duty to disclose any circumstances that might give rise to justifiable doubts about their impartiality or independence.

The rules provide several mechanisms for addressing arbitrator misconduct:

1. Challenge procedures under Article 14, allowing parties to challenge an arbitrator's appointment based on circumstances that give rise to justifiable doubts.
2. Replacement provisions under Article 15, enabling the removal and replacement of arbitrators who fail to perform their duties.
3. The potential for award challenges under Article 34, particularly when the composition of the tribunal or the arbitral procedure was not in accordance with the parties' agreement.

Notable Cases of Arbitrator Bias

Commonwealth Coatings Corp. v. Continental Casualty Co. (1968)

This landmark United States Supreme Court case established the modern standard for arbitrator disclosures.

The Court held that arbitrators must disclose any dealings that might create an impression of possible bias, even if they do not amount to actual bias.

The case involved an arbitrator who failed to disclose significant business relationships with one of the parties, leading to the vacation of the award.

Tecnimont SpA v. J&P Avax SA (2014)

This case before the Paris Court of Appeal highlighted the ongoing nature of arbitrators' disclosure obligations.

The court set aside an ICC award after discovering that the tribunal president's law firm had ongoing business relationships with one of the parties that were not disclosed during the proceedings.

This case underscored that the duty to disclose continues throughout the arbitration process.

HSN Capital LLC v. Productora Y Comercializadora De Television SA (2007)

This case before the United States District Court for the Middle District of Florida involved allegations of bribery, where an arbitrator allegedly solicited payments from one party in exchange for a favorable award.

The court emphasized that proven bribery would constitute grounds for refusing enforcement under New York Convention Article V(2)(b) as contrary to public policy.

Telecom Business Solution LLC v. Terra Towers Corp. (2024)

This case before the American Arbitration Association – International Center for Dispute Resolution, AAA-ICDR Case No. 01-21-0000-4309, has been riddled with accusations of arbitrator bias.

The Tribunal Chair Marc J. Goldstein failed to disclose conflicts of interest, is accused of allegedly receiving a bribery payment of \$250,000.00 from Goldman Sachs, one of the parties in the case, and has further issued a number of "sua sponte" orders, using the Tribunal's authority to benefit his own interests on actions that none of the parties requested.

One of the co-arbitrators, Melida Hodgson, is also accused of taking a new job at a law firm representing the opposite party.

In four partial awards, the Goldstein-led Tribunal has ordered Continental Towers to re-hire an accused criminal, Jorge Gaitan, who is wanted on an INTERPOL Red Notice.

Thus far, the AAA-ICDR has failed to intervene or take any disciplinary measures.

Petitioner further states:

YOUR HONOR AAA HAS NOT ADDRESSED BRIBERY, CORRUPTION, AND NOTABLE CASES OF ARBITRATORS BIAS.

Petitioner respectfully submits that these materials matter because they reinforce the importance of this Court's review where a litigant alleges fraud, evident partiality, misuse of arbitral procedure, disregard of material evidence, and institutional tolerance of one-sided rulings.

K. Lower Court Proceedings

Petitioner sought vacatur under the Federal Arbitration Act based on:

- fraud;
- evident partiality; and
- misconduct.

The district court denied relief.

The Ninth Circuit affirmed on September 26, 2025.

Neither court addressed:

- fraudulent employment records;
- false factual findings;
- arbitrator bias;
- denial of full hearing; or
- the fact that Andrea Mass's quoted statement does not appear in any email in the EEOC/NERC case.

Petitioner further states that neither court meaningfully addressed:

- Bowman's April 23, 2025 email;
- false Real Time Staffing employment claim;
- use of non-employer records;
- fabricated employment history; and
- Robert L. Bowman's April 23, 2025 written email stating that Bowman understood Petitioner was paid by Real Time Staffing and that subpoenaed documents would be used to support dismissal, even though Petitioner never worked for Real Time Staffing Services LLC and never received any payment, paycheck, or W-2 from that company.

Petitioner further respectfully submits that neither court meaningfully addressed the significance of the systemic AAA materials described above, including the class action alleging monopoly, restrictive procedures, and structural unfairness, and the materials describing unresolved concerns involving bribery, corruption, nondisclosure, and arbitrator bias.

REASONS FOR GRANTING THE WRIT

This case presents critical issues involving:

- fraud in arbitration;
- fabricated employment records;
- arbitrator bias;
- false factual findings;
- institutional tolerance of one-sided rulings;
- structural concerns regarding arbitral fairness and neutrality; and
- denial of due process.

This petition presents more than an ordinary challenge to an adverse arbitration result.

It presents a record showing that false employment documents from companies that never employed Petitioner were used to create fabricated performance, complaint, and termination history; that an investigator attributed words to Petitioner that do not appear in any email in the EEOC/NERC case; that the arbitrator relied on those false premises; and that Jonathan Weed, Assistant CEO of the AAA, stated that Reginald E. Jones was allowed to make bias rulings and orders in Robert L. Bowman's favor over Mr. Antonio Goodwin's vital overwhelming evidence.

This petition also presents direct written email evidence from Robert L. Bowman stating, "I understand Mr. Goodwin was paid by Real Time Staffing, but he worked for Hire Dynamics," and further stating that Cellular Sales expected to use subpoenaed documents to support dismissal.

Petitioner states under penalty of perjury that he never worked for Real Time Staffing Services LLC and never received any payment, paycheck, or W-2 from that company.

This petition further presents broader evidence that concerns about arbitral neutrality, biased procedure, inadequate safeguards, restricted party rights, and institutional failures within AAA are the subject of separate public litigation and public criticism, including the class action filed in *Stephens v. American Arbitration Association, Inc.*, No. 2:25-cv-01650-JJT, and the materials regarding AAA-ICDR's alleged failure to address bribery, corruption, and notable cases of arbitrator bias.

If those circumstances do not warrant review under 9 U.S.C. § 10(a), then the statutory protections against fraud, evident partiality, and misconduct become meaningless.

I. Fraud Was Used

False employment records created fabricated performance, complaint, and termination history.

Robert L. Bowman expressly stated that records from Real Time Staffing Services LLC and EmployBridge LLC would be used to support dismissal of Petitioner's claims.

Petitioner never worked for those companies.

That means the records used against Petitioner were false as to him.

This is a textbook example of fraud or undue means under 9 U.S.C. § 10(a)(1).

Robert L. Bowman expressly stated:

- Petitioner was paid by Real Time Staffing; and
- documents would be used to support dismissal.

Robert L. Bowman also expressly stated in his April 23, 2025 email to Rebecca Regniere, AAA Case Manager, and Petitioner that he understood Mr. Goodwin was paid by Real Time Staffing and that Cellular Sales expected to use the subpoenaed documents to support a motion for dismissal.

Petitioner states under penalty of perjury:

- he never worked for Real Time Staffing Services LLC;
- he never received any payment from Real Time Staffing Services LLC;
- he never received any paycheck from Real Time Staffing Services LLC; and
- he never received any W-2 from Real Time Staffing Services LLC.

Therefore the written statement is false.

Petitioner respectfully submits that Robert Bowman committed fraud by written email by stating that Real Time Staffing Services LLC paid Mr. Antonio Goodwin, even though Petitioner was never employed by Real Time Staffing Services LLC and never received a payment, paycheck, or W-2 from that company.

Petitioner further respectfully submits that Robert Bowman committed fraud again by stating in writing that he was going to use employment documents from Real Time Staffing

Services LLC to support dismissal of the case, even though Petitioner never worked for or was employed by Real Time Staffing Services LLC.

When a party's counsel expressly states in writing that records from a non-employer will be used to support dismissal, and the person targeted by those records was never employed by that entity, the resulting arbitration outcome is tainted by fraud and undue means.

Those records were used to create false:

- performance history;
- complaint history; and
- termination history.

II. Arbitrator Relied on False Facts

Andrea Mass's incorrect statement formed part of the basis for dismissal.

That quoted statement does not appear in the November 3, 2021 email.

It does not appear in any of Petitioner's emails in the EEOC/NERC case.

The arbitrator nevertheless relied on that false factual premise.

An arbitration award cannot stand where the factual basis includes statements invented and attributed to a party that do not exist in the record.

The arbitrator also proceeded against a record that Petitioner contends included false employer-related records, false performance history, false complaint history, and false termination history derived from entities that never employed Petitioner.

The arbitrator further issued a dispositive ruling without a full hearing.

Petitioner respectfully submits that these false factual premises infected the fairness of the proceeding and the resulting award.

III. Arbitrator Bias Concerns

Jonathan Weed's statement shows that Reginald E. Jones was allowed to make bias rulings and orders in Robert L. Bowman's favor over Mr. Antonio Goodwin's vital overwhelming evidence.

That statement directly undermines neutrality and supports evident partiality under 9 U.S.C. § 10(a)(2).

An arbitration system cannot remain fair where one of its own senior officials communicates that such one-sided rulings are permitted.

Petitioner respectfully submits that the issue here is not merely disagreement with an adverse ruling. The issue is whether arbitral neutrality still exists when vital overwhelming evidence can be disregarded, false factual premises can be used, and the institution's own Assistant CEO can describe such conduct as something the arbitrator was allowed to do.

IV. AAA Systemic Concerns Further Undermine Confidence in Neutrality

Petitioner respectfully submits that the separate class action against AAA and the reported concerns about AAA-ICDR's failure to address bribery, corruption, nondisclosure, and arbitrator bias further undermine confidence in arbitral neutrality.

The Stephens class action alleges that AAA controls 94 percent of the private consumer arbitration market, employs restrictive rules, undercompensates arbitrators, denies meaningful party choice, restricts discovery, and creates a "monopolistic second-tiered justice system."

The additional AAA-ICDR materials describe cases involving nondisclosure, alleged bribery, undisclosed conflicts of interest, sua sponte orders allegedly benefiting arbitrator interests, and failure to intervene or discipline.

Petitioner respectfully submits that these materials do not replace the facts of his own case. Rather, they reinforce why the facts of his case should not be dismissed as isolated, imaginary, or insignificant.

Where a litigant presents direct evidence of false employer attribution, fabricated employment history, false factual premises, disregard of evidence, and institutional tolerance of one-sided rulings, this Court should not ignore the broader context showing ongoing public concern about arbitral fairness within the same institution.

V. Lack of Judicial Review

The district court and Ninth Circuit failed to review the core evidence.

They did not meaningfully address:

- the fraudulent records from Real Time Staffing Services LLC and EmployBridge LLC;
- the fabricated performance, complaint, and termination history;
- Robert L. Bowman's April 23, 2025 written email stating that he understood Petitioner was paid by Real Time Staffing;
- Petitioner's position that he never worked for Real Time Staffing Services LLC and never received any payment, paycheck, or W-2 from that company;
- Bowman's written statement that those documents would be used to support dismissal;
- the false statement inserted by Andrea Mass;
- the arbitrator's reliance on that false statement;
- the lack of a full hearing; and
- the significance of Jonathan Weed's statement.

Meaningful judicial review did not occur.

Petitioner further respectfully submits that meaningful judicial review also did not occur with respect to the broader arbitral context, including the evidence and materials suggesting structural issues within AAA regarding neutrality, restricted party protections, and tolerance of bias-related concerns.

VI. National Importance

This case affects fairness in employment arbitration nationwide.

Workers and consumers across the country can be subjected to arbitration processes in which:

- false employment records are used against them;
- investigators insert statements they never wrote;
- arbitrators rely on incorrect facts;
- full hearings are denied;
- party choice is restricted;
- discovery may be unavailable;
- arbitrator incentives may be distorted; and
- neutrality is undermined by institutional tolerance of one-sided rulings.

These are recurring national questions worthy of this Court's review.

If arbitral institutions can remain functionally insulated from meaningful scrutiny even where direct fraud evidence, false factual premises, and bias-related concerns are presented, then the protections written into 9 U.S.C. § 10(a) provide little practical protection at all.

VII. GVR Relief Appropriate

Grant, vacate, and remand is appropriate.

At minimum, the judgment below should be vacated and the case remanded for proper application of 9 U.S.C. § 10(a) to the evidence showing:

- fraud and undue means;
- evident partiality;
- misconduct;
- false factual premises;
- denial of fair process; and
- the significance of the arbitral-neutrality concerns raised by the materials discussed in this petition.

CONCLUSION

For the foregoing reasons, the petition for a writ of certiorari should be granted, the judgment below vacated, and the case remanded.

Respectfully submitted,

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