

No. 25A262

**In The  
Supreme Court of the United States**

**UNITED STATES OF AMERICA,**  
Plaintiff–Respondent,

v.

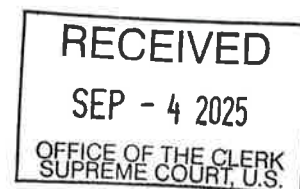
**VINCENT N. CANNADY,**  
Defendant–Applicant.

**ON APPLICATION TO THE HONORABLE SONIA SOTOMAYOR,  
ASSOCIATE JUSTICE OF THE SUPREME COURT OF THE UNITED  
STATES AND CIRCUIT JUSTICE FOR THE SECOND CIRCUIT**

**EMERGENCY APPLICATION FOR STAY PENDING APPEAL**

**Vincent N. Cannady**  
Pro Se Applicant  
17472, S 2950 Road  
El Dorado Springs  
Missouri 64744

**Service on:**  
Solicitor General of the United States  
United States Department of Justice  
950 Pennsylvania Avenue, NW, Room 5614  
Washington, DC 20530  
(202) 514-2203



**SUPREME COURT OF THE UNITED STATES**

**UNITED STATES OF AMERICA,**

Plaintiff–Respondent,

v.

**VINCENT N. CANNADY,**

Defendant–Applicant.

---

**EMERGENCY APPLICATION FOR STAY PENDING APPEAL**

To the Honorable Sonia Sotomayor, Associate Justice of the Supreme Court of the United States

and Circuit Justice for the Second Circuit

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**INTRODUCTION**

Applicant **Vincent N. Cannady**, proceeding pro se, respectfully applies for an **emergency stay** of proceedings in the Southern District of New York, *United States v. Cannady*, No. 7:24-cr-00278, which is scheduled for trial in nine days.

The Second Circuit has denied Applicant’s motion to stay proceedings (*United States v. Cannady*, No. 24-3005), even though it is still considering interlocutory appeals (*Nos. 24-3005 and 25-1567*) on threshold issues of **subject matter jurisdiction** and **venue**.

Absent this Court’s intervention, Applicant faces trial before a court that lacks jurisdiction, under an indictment criminalizing court-ordered settlement negotiations, before a judge with conflicts of interest and a record of derogatory remarks.

## GROUND FOR RELIEF

1. **Lack of Subject Matter Jurisdiction:** The indictment arises from settlement negotiations ordered in the Western District of Missouri (*Kyndryl v. Cannady*, No. 1:23-cv-03279). SDNY has no authority to prosecute lawful settlement communications. See *Steel Co. v. Citizens*, 523 U.S. 83 (1998); *Arbaugh v. Y&H*, 546 U.S. 500 (2006).
2. **Improper Venue:** Both parties were located in Missouri, making SDNY improper. See *United States v. Cabrales*, 524 U.S. 1 (1998).
3. **Non-criminal Conduct:** Settlement negotiations cannot constitute extortion. See *Sekhar v. United States*, 570 U.S. 729 (2013); *United States v. Pendergraft*, 297 F.3d 1198 (11th Cir. 2002).
4. **Bond Impropriety:** The district court compelled Applicant to pledge assets of a Missouri corporation (C Enterprises Inc.) as surety for a personal bond—tantamount to embezzlement. Magistrate Judge McCarthy admitted she lacked jurisdiction but proceeded anyway.
5. **Judicial Bias and Conflict of Interest:** Judge Vincent L. Briccetti has called Applicant a “jerk” in open court, compared him to a “child molester,” and owns stock in IBM/Kyndryl, a company connected to the alleged victim. Recusal is mandatory. See *Liteky v. United States*, 510 U.S. 540 (1994); 28 U.S.C. § 455.
6. **Irreparable Harm:** Forcing trial under these conditions violates due process and the Sixth Amendment, creating harm that cannot be remedied later. See *Elrod v. Burns*, 427 U.S. 347 (1976).

### **BALANCE OF EQUITIES**

The Government suffers no prejudice from delay. Applicant, however, faces unlawful trial and conviction in a court that lacks jurisdiction. The public interest favors ensuring constitutional protections are upheld before trial proceeds.

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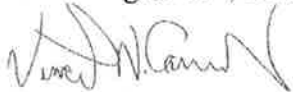
### **RELIEF REQUESTED**

Applicant respectfully requests that Justice Sotomayor issue an **immediate stay of proceedings in the Southern District of New York, Case No. 7:24-cr-00278**, pending resolution of interlocutory appeals in the Second Circuit (*Nos. 24-3005 and 25-1567*).

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Respectfully submitted,

Dated: August 17<sup>th</sup>, 2025



**Vincent N. Cannady, Pro Se**  
Applicant

17472 S 2950 Road

El Dorado Springs

Missouri 64744

No. \_\_\_\_\_

**In The  
Supreme Court of the United States**

**UNITED STATES OF AMERICA,**  
Plaintiff–Respondent,

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**VINCENT N. CANNADY,**  
Defendant–Applicant.

**ON APPLICATION TO THE HONORABLE SONIA SOTOMAYOR,  
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To the Honorable Sonia Sotomayor, Associate Justice of the Supreme Court of the United States  
and Circuit Justice for the Second Circuit

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## TABLE OF AUTHORITIES

### Cases

- *Abney v. United States*, 431 U.S. 651 (1977)
- *Arbaugh v. Y&H Corp.*, 546 U.S. 500 (2006)
- *Berger v. United States*, 255 U.S. 22 (1921)
- *Chambers v. Mississippi*, 410 U.S. 284 (1973)
- *Elrod v. Burns*, 427 U.S. 347 (1976)
- *Griggs v. Provident Consumer Discount Co.*, 459 U.S. 56 (1982)
- *Liteky v. United States*, 510 U.S. 540 (1994)
- *Nken v. Holder*, 556 U.S. 418 (2009)
- *Sekhar v. United States*, 570 U.S. 729 (2013)
- *Steel Co. v. Citizens for a Better Environment*, 523 U.S. 83 (1998)
- *Taylor v. Illinois*, 484 U.S. 400 (1988)
- *United States v. Brennan*, 183 F.3d 139 (2d Cir. 1999)
- *United States v. Cabrales*, 524 U.S. 1 (1998)
- *United States v. Davis*, 596 F.3d 852 (D.C. Cir. 2010)

- *United States v. Pendergraft*, 297 F.3d 1198 (11th Cir. 2002)

### **Statutes & Rules**

- U.S. Const. art. III, § 2
- U.S. Const. amend. VI
- 28 U.S.C. § 2101(f)
- 28 U.S.C. § 455
- 28 U.S.C. § 351
- Fed. R. Crim. P. 18
- Sup. Ct. Rule 22

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### **INTRODUCTION**

Applicant **Vincent N. Cannady** respectfully moves for an **emergency stay** of proceedings in the Southern District of New York, *United States v. Cannady*, No. 7:24-cr-00278, pending resolution of interlocutory appeals in the Second Circuit, *United States v. Cannady*, Nos. 24-3005 and 25-1567.

This prosecution stems not from criminal conduct, but from **court-ordered settlement negotiations** in the Western District of Missouri (*Kyndryl v. Cannady*, No. 1:23-cv-03279). By transforming lawful settlement discussions into a federal indictment for extortion, the Southern District of New York has exceeded its constitutional authority.



The Second Circuit denied a stay, but this Court's intervention is warranted because the district court lacks **subject matter jurisdiction**, venue lies in Missouri, and irreparable harm will occur if trial proceeds before these threshold issues are resolved.

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### **JURISDICTION AND GOVERNING STANDARD**

This Court has jurisdiction under **28 U.S.C. § 2101(f)** and **Sup. Ct. Rule 22** to grant a stay of district court proceedings where the Court of Appeals has denied such relief.

The standard for granting a stay requires the applicant to show:

1. A likelihood of success on the merits.
2. Irreparable harm absent relief.
3. That the balance of equities favors a stay.
4. That the stay serves the public interest. *Nken v. Holder*, 556 U.S. 418, 434 (2009).

Applicant satisfies each factor here.

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### **STATEMENT OF THE CASE**

On **September 1, 2023**, Kyndryl filed a civil case in the Western District of Missouri, No. 1:23-cv-03279, along with a motion for a temporary restraining order. Chief Judge Beth Phillips granted the TRO and ordered participation in the **Mediation and Assessment Program (MAP)**.

On **September 5, 2023**, attorney George Edgar James reminded Applicant of his obligations under the TRO. In response, Applicant sent a settlement proposal pursuant to the MAP process.

Settlement negotiations continued until late 2023, at which point the Government became involved. Despite the clear Missouri nexus, prosecutors in the Southern District of New York indicted Applicant for “attempted extortion” based solely on the September 5 settlement email. Applicant has raised multiple motions to dismiss for lack of subject matter jurisdiction and improper venue. The district court denied them, and the Second Circuit has yet to rule on interlocutory appeals. Meanwhile, Judge Vincent L. Briccetti has refused to recuse despite clear **conflicts of interest** (financial holdings in IBM/Kyndryl) and repeated derogatory remarks against Applicant.

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## **REASONS FOR GRANTING THE STAY**

### **A. The Southern District of New York Lacks Subject Matter Jurisdiction**

Federal courts may not proceed without subject matter jurisdiction. *Steel Co. v. Citizens*, 523 U.S. 83, 94–95 (1998). Jurisdiction cannot be waived or assumed. *Arbaugh v. Y&H Corp.*, 546 U.S. 500, 514 (2006).

Here, the alleged conduct occurred exclusively in Missouri under the authority of a Missouri court. SDNY has no jurisdiction to criminalize court-ordered settlement negotiations.

### **B. Venue is Improper: The Case Originated in Missouri**

Article III, the Sixth Amendment, and Fed. R. Crim. P. 18 require trial in the district where the alleged offense occurred. *Cabralles*, 524 U.S. at 6–7. Both sender and recipient of the settlement email were in Missouri. Venue lies in Missouri, not New York.

### **C. Settlement Negotiations Are Not Extortion**

This Court has made clear that lawful efforts to influence economic decisions are not extortion. *Sekhar v. United States*, 570 U.S. 729 (2013). Other courts agree: *Pendergraft*, 297 F.3d 1198 (threatening litigation is not extortion). Prosecuting Applicant for following a MAP order criminalizes conduct protected by **Fed. R. Evid. 408**.

#### **D. Bond Impropriety and Corporate Asset Misuse**

The district court required Applicant to pledge assets of a Missouri corporation (C Enterprises Inc.) for his personal bond. This is improper, tantamount to embezzlement, and outside judicial authority. Magistrate Judge McCarthy admitted she lacked jurisdiction but proceeded anyway, compounding jurisdictional error.

#### **E. Judicial Bias and Failure to Recuse**

Judge Briccetti has called Applicant a “jerk” in open court and compared him to a “car thief, child molester, and drug dealer.” Such remarks evidence deep-seated antagonism requiring recusal. *Liteky v. United States*, 510 U.S. 540, 555 (1994); *Berger v. United States*, 255 U.S. 22, 28 (1921).

He also has a financial interest in IBM/Kyndryl, a party indirectly implicated. Under **28 U.S.C. § 455**, disqualification is mandatory.

#### **F. Irreparable Harm Absent a Stay**

Without a stay, Applicant will be forced to trial in a court lacking jurisdiction, before a biased judge, under an indictment criminalizing lawful conduct. Such constitutional violations are irreparable. *Elrod v. Burns*, 427 U.S. 347, 373 (1976) (loss of constitutional rights is irreparable harm).

### **G. The Balance of Equities and Public Interest Favor a Stay**

The Government suffers no prejudice from delay. By contrast, Applicant risks an unconstitutional conviction. The public has an interest in ensuring trials proceed only where courts have jurisdiction and judges are impartial. All of the seven various cases (four cases in New York, three cases in Missouri where the Western District of Missouri extradited Mr. Cannady even while he had an appeal in the Eighth Circuit Court of Appeal *Us v. Vincent Cannady* case no. 24-2279, which was closed as moot because they extradited him even while he was in appeal. There are seven cases for a single charge in the Southern District of New York.

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### **CONCLUSION**

For the foregoing reasons, Applicant respectfully requests that Justice Sotomayor, as Circuit Justice for the Second Circuit, issue an immediate **Stay of Proceedings in the Southern District of New York, Case No. 7:24-cr-00278, pending resolution of interlocutory appeals in the Second Circuit (Nos. 24-3005, 25-1567).**

---

Respectfully submitted,

Dated: August 17<sup>th</sup>, 2025



**Vincent N. Cannady, Pro Se**  
Applicant

17472 S 2950 Road

El Dorado Springs

Missouri 64744

# APPENDIX TO EMERGENCY STAY APPLICATION

Vincent N. Cannady v. United States

Case No. \_\_\_\_\_

## Exhibit A – Case Law Digest on Settlement Negotiations and Extortion

### Tab A – *Sekhar v. United States*, 570 U.S. 729 (2013)

**Citation:** 570 U.S. 729 (2013).

**Holding:** Attempting to compel a government attorney to recommend an investment decision through threats was **not extortion** under the Hobbs Act, because a recommendation is not transferable property.

**Key Quote:**

“The property extorted must therefore be transferable—that is, capable of passing from one person to another. The General Counsel’s recommendation was not transferable property.”  
(*Sekhar*, 570 U.S. at 734).

**Relevance:** Demonstrates that settlement positions, recommendations, and proposals are not “property,” and therefore cannot be the basis of an extortion charge.

### Tab B – *United States v. Enmons*, 410 U.S. 396 (1973)

**Citation:** 410 U.S. 396 (1973).

**Holding:** Union members using violence during labor negotiations were not guilty of Hobbs Act extortion, because they sought legitimate wages through lawful bargaining objectives.

**Key Quote:**

“The Hobbs Act does not apply to the use of force to achieve legitimate labor ends, such as higher wages in return for genuine services.” (*Enmons*, 410 U.S. at 401).

**Relevance:** Even coercive tactics in a negotiation context do not amount to extortion when aimed at lawful objectives.

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**Tab C – *Abney v. United States*, 431 U.S. 651 (1977)**

**Citation:** 431 U.S. 651 (1977).

**Holding:** The Supreme Court recognized that interlocutory appeals are permitted in criminal cases for fundamental constitutional issues (e.g., double jeopardy) before trial.

**Key Quote:**

“Such rights would be significantly undermined if appellate review were postponed until after conviction and sentence.” (*Abney*, 431 U.S. at 660).

**Relevance:** Confirms that jurisdictional issues and constitutional rights can and should be reviewed before trial — supporting Applicant’s request for a stay.

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**Tab D – *United States v. Pendergraft*, 297 F.3d 1198 (11th Cir. 2002)**

**Citation:** 297 F.3d 1198 (11th Cir. 2002).

**Holding:** Threatening to file lawsuits, even false ones, is **not extortion** under the Hobbs Act because litigation is a lawful act.

**Key Quote:**

“Even false statements in litigation are not extortion, because litigation is a lawful means of resolving disputes.” (*Pendergraft*, 297 F.3d at 1206).

**Relevance:** Settlement demands and litigation threats, even if aggressive, fall outside the scope of extortion statutes.

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**Tab E – United States v. Davis, 596 F.3d 852 (D.C. Cir. 2010)**

**Citation:** 596 F.3d 852 (D.C. Cir. 2010).

**Holding:** Letters threatening to pursue litigation unless a settlement was reached were **not** extortion.

**Key Quote:**

“Threatening to file a lawsuit, even a meritless one, is not wrongful within the meaning of the Hobbs Act.” (*Davis*, 596 F.3d at 861).

**Relevance:** Confirms across circuits that settlement communications and negotiation leverage cannot be criminalized.

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**Conclusion of Exhibit A**

Together, these cases show that the **Supreme Court and federal appellate courts consistently reject criminalizing settlement negotiations or litigation threats**. This authority directly

supports Applicant's claim that prosecution for settlement conduct is unconstitutional and beyond federal jurisdiction.



S.D.N.Y. – W.P.  
24-cr-278  
Briccetti, J.

United States Court of Appeals  
FOR THE  
SECOND CIRCUIT

At a stated term of the United States Court of Appeals for the Second Circuit, held at the Thurgood Marshall United States Courthouse, 40 Foley Square, in the City of New York, on the 15<sup>th</sup> day of August, two thousand twenty-five.

Present:

Myrna Pérez,  
Sarah A. L. Merriam,  
Maria Araújo Kahn,  
*Circuit Judges.*

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United States of America,

*Appellee,*

v.

24-3005

Vincent Cannady,

*Defendant-Appellant.*

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Appellant, proceeding pro se, moves for injunctive relief, to stay district court proceedings pending appeal, to file a late reply, to expedite briefing, and to stop the district court from setting a trial date. He has also filed a letter that we construe as a motion for leave to file an oversized reply. Upon due consideration, it is hereby ORDERED that the motion for leave to file a late reply and the construed motion for leave to file an oversized reply are GRANTED, and we have considered the arguments in Appellant's reply. It is further ORDERED that the motion for injunctive relief is DENIED and the district court's October 16, 2024, order denying a bond modification is AFFIRMED because the district court's ruling was not "clear error." *United States v. Mattis*, 963 F.3d 285, 291 (2d Cir. 2020). Appellant's remaining motions are DENIED as moot.

FOR THE COURT:  
Catherine O'Hagan Wolfe, Clerk of Court

A circular court seal for the United States Court of Appeals for the Second Circuit is stamped over the signature. The seal contains the text "UNITED STATES", "SECOND CIRCUIT", and "COURT OF APPEALS".

**General Order  
Western District of Missouri  
Mediation and Assessment Program  
(Restatement Effective August 1, 2013,  
Amendment Effective September 1, 2015,  
Amendment Effective November 14, 2019,  
Amendment Effective August 1, 2023)**

The Alternative Dispute Resolution Act, 28 U.S.C. §§651-658, requires each district court to authorize and administer its own ADR program. 28 U.S.C. § 651 provides, *inter alia*, as follows:

- ▶ Each United States district court shall devise and implement its own alternative dispute resolution program ... to encourage and promote the use of alternative dispute resolution in its district.
- ▶ Each United States district court shall designate an employee, or a judicial officer, who is knowledgeable in alternative dispute resolution practices and processes to implement, administer, oversee, and evaluate the court's alternative dispute resolution program.

The Court's authorization of alternative dispute resolution (ADR) is through the Mediation and Assessment Program (known as MAP or Program) with administration by the MAP Director.

**Absent an express order from the judge assigned to a particular case, assignment to the Program does not modify any other orders or deadlines imposed by the Court.**

The Program addresses assignment of cases either to Early-Stage ADR or Later-Stage ADR. Assignments to Early-Stage ADR are to Mediation (known as ADR-M), although an ADR Option Session (known as ADR-O) may be used if approved in advance by the Director or by any Western District Judge (Section II.A.).

Cases for Early-Stage ADR are randomly assigned to a Neutral in one of three categories: 1) MAP Director; 2) Outside Neutral (Category I or Category II); or 3) a Bankruptcy Judge or Magistrate Judge (known as a MAP Judge).

When cases are assigned to Category I, the parties select the Neutral (Section III.D.). When cases are assigned to Category II, the MAP Director selects the Neutral (Section III.E.).

## **CONFIDENTIAL SETTLEMENT AND RELEASE AGREEMENT**

This Confidential Settlement and Release Agreement (the “Agreement”) is entered into among: (i) ManpowerGroup Global Inc. (“Manpower”), (ii) Kyndryl, Inc., (“Kyndryl”), and (iii) Vincent Cannady (“Cannady”). Manpower, Kyndryl, and Cannady are collectively referred to as the “Parties” in this Agreement.

### **RECITALS**

**WHEREAS**, Cannady was employed by Manpower and contracted through Manpower to remotely support Manpower’s provision of certain services to Kyndryl between May 16, 2022 and June 20, 2023.

**WHEREAS**, on May 5, 2022, before Cannady began supporting Manpower’s provision of services to Kyndryl, Cannady executed certain “Onboarding Documents” in which Cannady promised and warranted to (1) use Kyndryl proprietary and confidential information solely to support Manpower’s provision of services to Kyndryl, (2) maintain the confidentiality of Kyndryl confidential information and (3) assign to Kyndryl all ownership of (including any intellectual property rights in) any work product, discoveries or inventions developed or created by Cannady in the course of supporting Manpower’s provision of services to Kyndryl.

**WHEREAS**, Cannady’s support of Manpower’s provision of services to Kyndryl ended on June 20, 2023.

**WHEREAS**, on September 1, 2023, Kyndryl filed a lawsuit against Cannady entitled *Kyndryl, Inc. v. Cannady*, No. 6:23-cv-03279-BP, in the United States District Court for the Western District of Missouri (the “Action”). On the same day, Kyndryl filed a Motion for a Temporary Restraining Order (“Motion for TRO”) against Cannady seeking to prevent Cannady from disclosing certain Kyndryl Materials (“Transferred Kyndryl Materials”) and any other Kyndryl Protected Information (defined below). On September 1, 2023, the Court granted Kyndryl’s Motion for TRO (“TRO Order”).

**WHEREAS**, on September 11, 2023, Cannady filed a Cross-Complaint against Manpower, Kyndryl, and two Kyndryl employees alleging various constitutional and employment-related claims (the “Cross-Action”).

**vnc@rocketmail.com**

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**From:** Vincent Cannady <Vincent.Cannady@kyndryl.com>  
**Sent:** Monday, June 19, 2023 8:01 AM  
**To:** Vincent Cannady  
**Subject:** FW: Thank you

Vincent Cannady, MA, MPS  
CPTS Tech Lead  
Cybersecurity Policy & Testing Services  
IVM-Integrated Vulnerability Management  
CISO Security Team  
[Vincent.Cannady@kyndryl.com](mailto:Vincent.Cannady@kyndryl.com)  
Cell-202-253-2300  
Office 417-698-4249

kyndryl

**From:** Bill Brennan <Bill.Brennan@kyndryl.com>  
**Sent:** Wednesday, May 17, 2023 5:30 AM  
**To:** Vincent Cannady <Vincent.Cannady@kyndryl.com>  
**Subject:** Thank you

Hi Vincent,

I just wanted to send you a personal thanks for going the extra mile for the IRS Audit. The reconciliation of the report findings to compliance with the KSS was an important activity, and one which I know Gary and Torii are immensely appreciative of you for completing, especially in your own time over the weekend. On behalf of myself and the CISO leadership Team, thanks again for going above and beyond for Kyndryl.

Warmest regards,  
Bill

**Bill Brennan**  
Vice President & Deputy CISO  
Cybersecurity Governance, Risk & Compliance  
Chief Information Security Office  
+1 202.880.4939 (mobile)  
[www.kyndryl.com](http://www.kyndryl.com)

kyndryl

**From:** Vincent Cannady <vnc@rocketmail.com>  
**Sent:** Monday, October 9, 2023 9:50 AM  
**To:** Sly James  
**Cc:** Mark Toth; Roxana Cook; Stephen Miller  
**Subject:** Re: Response to your last communication  
**Attachments:** Cannady Settlement Agreement.pdf; Ex. C - Joint Stipulation of Dismissal - W.D. Missouri.pdf; Ex. D - Voluntary Dismissal - District of DC.pdf

Mr. James, I have just seen your email this morning. As I have stated always I believed that Kyndryl would seek to harm me as revenge( they sued me FIRST)and the only way they can harm me now is if there was a Criminal Case. I simply wanted you to put in the agreement that if a Criminal case was brought the settlement agreement would be terminated. Therefore as you are saying you want this and only this settlement agreement brought. I will put together my own little settlement agreement dealing with Kyndryl or Manpower waiving their right to pursue Charges and add it into the one you sent me.

As far as what I read about My wife it was not threatening my wife or my attorney with Perjury but threatening me with Perjury if they talk about the case. If you have a problem completing the terms I require to sign the agreement I will simply export the PDF to MS Word and add my reference to the Criminal charges save it as a pdf again, sign it and send it back to you for a signature later today. I do not think I did anything wrong that would warrant a charge but the fact that if I destroy (my defense ) the documents and get charged or keep any documents and be charged with perjury leaves me in a pickle. I do not trust Kyndryl nor Manpower with my Freedom so if they are unwilling to sign my Settlement agreement precluding any criminal charges then we go back to Court as I am aware of th Deadline from the Court, and it is my move. A far as how many times you have revised the agreement, I have been very clear what I will sign. It has been your side that adds new terms that violate what I was willing to sign, that is calling me a fool of which I am not. I would rather not make a dime and keep my freedom to raise my kids, see them graduate college and have children than take money I know is a trap. I am fine, I own my property, my student loans were waived and I get enough money from my disabilities to run a small horse farm and pay for my kids college. I do not need this money this is for the damages Kyndryl caused me by telling me for a year they were going to hire me then fire me because of a racist jealous team who took over all the work that I did for Kyndryl never mind the oney I am asking for comes from the 18 million dollar in saving because of the no Manual Pen Test payment for 185 Solutions Manual Penetration Test. Those Autonomous Penetration tests I performed saved Kyndryl between \$85,000 for initial pen test and \$35,000 to \$65,000 per retest. That is what I downloaded my own work because Kyndryl said my work was substandard and that is why they fired me, not that racists had complained I was too big for my britches so they terminated me instead of giving me the transfer I asked for an deserved. I am suing Experis because they too refused to transfer me intsead they responded by putting a blight upon my record with applicant tracking systems so I do not get hired.

I would rather get no money and sue Kyndryl , Markus W. Engle, and Gary Langham that take the money. I am doing this so I can concentrate on my family pure and simple. So remember money is not my objective but to get back at those who hurt my family and my reputation by suing me first/

You should see my revised agreement to include no charges by COB; as you said the Parties reluctance to take that off the table is a red flag for me as all I know they care about is getting rid of

their documents and harming me. As I am not an attorney I can put that in the settlement if you refuse to give it to them and if they refuse to sign it that means I was right this was about getting your documents back that show they are defrauding their clients , the US Government, UK and the EU did you ever wonder why they are doing this it is not just their network architecture document but a history of risk acceptance that will result in a major data breach of Federal banking Information at the very least.

Fyi I have never attempted to access their systems so I take umbrage at that suggestion in the settlement , you see to suggest that I would hack them says that Kyndryl thinks I am a Criminal and I do not break the Law I help those who ENFORCE it!!! That is what this is all about but because I promised Mr. Miller that I would not do that unless the settlement talks break down I have not talked to anyone about what happened at Kyndryl because I am a man of my word , are you???

Vincent N. Cannady 17472 S 2950 Road El Dorado Springs, Mo. 64744 417-698-4249-Home 202-253-2300-Cell 877-576-9621 Fax

"Hope begins in the dark, the stubborn hope that if you just show up and try to do the right thing, the dawn will come. You wait and watch and work: you don't give up." By Ann Lamont "

All growth depends upon activity. There is no development physically or intellectually without effort, and effort means work." By Calvin Coolidge"

There are no secrets to success. It is the result of preparation, hard work, and learning from failure." By Colin Powell-

On Saturday, October 7, 2023 at 02:51:34 PM CDT, Sly James <sly@wickhamjames.com> wrote:

Mr. Cannady – After discussing your most recent emails, we have a few suggestions: First, your comments regarding the log files and flash drives make sense and we can agree to your proposed revisions to the agreement. Second, we share your concern about keeping the civil case sealed after our settlement is finalized. We will agree to ask the court to seal the matter permanently but, as you know, that decision is ultimately up to the judge. Third, as for the DC case, let's change the agreement so that the DC case is dismissed with prejudice by you after the final payment is made – let us know if that works on your end. Finally, you've raised some concerns about criminal charges, including most recently about whether you or your wife would commit some kind of crime by talking about the case. Nothing in the agreement would make any of your statements a crime, nor could a civil agreement do that. But more importantly, while we understand the concerns you've raised in this area, please be aware that the ethics rules for lawyers prevent us from making any reference to criminal charges in the context of a civil settlement agreement or even discussing that with you at all. All we can say on this point is that if you have concerns about criminal charges you should talk to your own attorney; this is a bright line for us unfortunately but we do not want it to get in the way of getting something done here. There are deadlines coming up in the civil action, and we have now revised the settlement agreement several times to address your concerns. In your email of Wednesday you asked for a PDF version so you could sign. We've made the requested changes in the attached version – please sign, and we are prepared to do so as well. As you know, you have sensitive Kyndryl data, and management has made clear that it is willing to settle to have the data back, or destroyed, on your terms – they feel strongly that this needs to be put to bed already, either through

the settlement or the court. We've persuaded them that this current deal is fair, but this is the end of the road.

Thanks - Sly

Sly James  
Co-Founder  
WickhamJames  
Strategies & Solutions

[wickhamjames.com](http://wickhamjames.com)

Sent from my iPad Pro



**From:** Vincent Cannady <vnc@rocketmail.com>  
**Sent:** Tuesday, September 5, 2023 12:58 PM  
**To:** G. Edgar James; Ruth Cannady  
**Subject:** Service and Settlement

Hello Mr. James,

I am writing you today with the hopes that you and Kyndryl are willing to settle this and any other future litigation either here in America and abroad. As I stated in my Motion that the US District Court TRO in place only is in effect in the USA. Also the TRO does not limit my 1st Amendment Rights only supplying the documents to a publically accessible forum. That TRO can be challenged in another US District Court which I am prepared to do if need be.

As stated in my Motion I am willing to accept the Summons electronically along with all filings per the Courts Instructions to the Plaintiff.

Now to the main reason for my email. I am demanding Kyndryl settle with me for two reasons. One to prevent further litigation as to the destruction of my reputation in the Cyber Security World and preserve the work that I completed for Kyndryl that saved Kyndryl 18 million dollars in Penetration Testing fees. I even saved them from fines via the IRS in a Audit by my research and analysis of the audit findings versus the Kyndryl Security Standard.

To the contrary of your complaint I never wanted to hurt Kyndryl because I spent a year protecting Kyndryl. Racism and jealousy by certain employees at Kyndryl ruined that relationship and resulted in unsurpassable harm to me and my family.

#### Settlement Terms.

I require a 10 year Certificate of Deposit for 1.5 million dollars. That will buy a attestation of all files destroyed by me and a gag order preventing me from ever talking about what I saw or the documents I had in my possession or the documents I had created at Kyndryl or downloaded. Finally you will file a Motion Striking the lawsuit against me from the record, as if it never happened. If I were to keep any documents and or talk about what I did at Kyndryl in anything other than a job interview or in my performance of my job then you could file a suit to get the CD back. I think this is a fair settlement as I would get the interest payments until the CD Matures.

Finally If you are not willing to settle and I have to get an attorney I will do what ever I can within the boundaries of the TRO! If I get an attorney I will seek 3 times the amount in settlement so I can pay them their 30%. If you refuse MAP then I will be forced to seek relief in another Jurisdiction.

You have until the end of the week to either agree to my terms or enter a counter offer after that time I will answer calls from the media and regulatory agencies and begin in earnest seeking representation ( I have only contacted two attorneys so far as this case is only 4 days old).

V/r



Vincent N. Cannady 17472 S 2950 Road El Dorado Springs, Mo. 64744 417-698-4249-Home 202-253-2300-Cell 877-576-9621 Fax

"Hope begins in the dark, the stubborn hope that if you just show up and try to do the right thing, the dawn will come. You wait and watch and work: you don't give up." By Ann Lamont "

All growth depends upon activity. There is no development physically or intellectually without effort, and effort means work." By Calvin Coolidge"

There are no secrets to success. It is the result of preparation, hard work, and learning from failure."  
By Colin Powell-

**From:** Vincent Cannady <vnc@rocketmail.com>  
**Sent:** Monday, October 9, 2023 9:50 AM  
**To:** Sly James  
**Cc:** Mark Toth; Roxana Cook; Stephen Miller  
**Subject:** Re: Response to your last communication  
**Attachments:** Cannady Settlement Agreement.pdf; Ex. C - Joint Stipulation of Dismissal - W.D. Missouri.pdf; Ex. D - Voluntary Dismissal - District of DC.pdf

Mr. James, I have just seen your email this morning. As I have stated always I believed that Kyndryl would seek to harm me as revenge( they sued me FIRST)and the only way they can harm me now is if there was a Criminal Case. I simply wanted you to put in the agreement that if a Criminal case was brought the settlement agreement would be terminated. Therefore as you are saying you want this and only this settlement agreement brought. I will put together my own little settlement agreement dealing with Kyndryl or Manpower waiving their right to pursue Charges and add it into the one you sent me.

As far as what I read about My wife it was not threatening my wife or my attorney with Perjury but threatening me with Perjury if they talk about the case. If you have a problem completing the terms I require to sign the agreement I will simply export the PDF to MS Word and add my reference to the Criminal charges save it as a pdf again, sign it and send it back to you for a signature later today. I do not think I did anything wrong that would warrant a charge but the fact that if I destroy (my defense ) the documents and get charged or keep any documents and be charged with perjury leaves me in a pickle. I do not trust Kyndryl nor Manpower with my Freedom so if they are unwilling to sign my Settlement agreement precluding any criminal charges then we go back to Court as I am aware of th Deadline from the Court, and it is my move. A far as how many times you have revised the agreement, I have been very clear what I will sign. It has been your side that adds new terms that violate what I was willing to sign, that is calling me a fool of which I am not. I would rather not make a dime and keep my freedom to raise my kids, see them graduate college and have children than take money I know is a trap. I am fine, I own my property, my student loans were waived and I get enough money from my disabilities to run a small horse farm and pay for my kids college. I do not need this money this is for the damages Kyndryl caused me by telling me for a year they were going to hire me then fire me because of a racist jealous team who took over all the work that I did for Kyndryl never mind the oney I am asking for comes from the 18 million dollar in saving because of the no Manual Pen Test payment for 185 Solutions Manual Penetration Test. Those Autonomous Penetration tests I performed saved Kyndryl between \$85,000 for initial pen test and \$35,000 to \$65,000 per retest. That is what I downloaded my own work because Kyndryl said my work was substandard and that is why they fired me, not that racists had complained I was too big for my britches so they terminated me instead of giving me the transfer I asked for an deserved. I am suing Experis because they too refused to transfer me intsead they responded by putting a blight upon my record with applicant tracking systems so I do not get hired.

I would rather get no money and sue Kyndryl , Markus W. Engle, and Gary Langham that take the money. I am doing this so I can concentrate on my family pure and simple. So remember money is not my objective but to get back at those who hurt my family and my reputation by suing me first/

You should see my revised agreement to include no charges by COB; as you said the Parties reluctance to take that off the table is a red flag for me as all I know they care about is getting rid of

the settlement or the court. We've persuaded them that this current deal is fair, but this is the end of the road.

Thanks - Sly

Sly James  
Co-Founder  
WickhamJames  
Strategies & Solutions

[wickhamjames.com](http://wickhamjames.com)

Sent from my iPad Pro

**SUPREME COURT OF THE UNITED STATES**

United States of America,  
Plaintiff–Respondent,

v.  
Vincent N. Cannady,  
Defendant–Applicant.

Case No. \_\_\_\_\_

**CERTIFICATE OF SERVICE**

I, **Vincent N. Cannady**, certify under penalty of perjury that on **[date]**, I served one copy of the attached **Application for Stay Pending Appeal** and **Emergency Application for Stay Pending Appeal** on the following party by **overnight mail (FedEx/UPS)**:

**Solicitor General of the United States**

U.S. Department of Justice  
Room 5614  
950 Pennsylvania Avenue, NW  
Washington, DC 20530-0001  
Telephone: (202) 514-2203

I further certify that I mailed the original and required copies to:

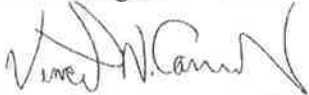
**Clerk of the Court**

Supreme Court of the United States  
1 First Street, NE  
Washington, DC 20543  
Telephone: (202) 479-3011

I declare under penalty of perjury that the foregoing is true and correct.

Respectfully submitted,

Dated: August 17<sup>th</sup>, 2025



**Vincent N. Cannady, Pro Se**  
Applicant

17472 S 2950 Road

El Dorado Springs

Missouri 64744