

No. _____

IN THE
SUPREME COURT OF THE UNITED STATES

FADY G. SORIAL, PRO SE
RAMY G. SORIAL, PRO SE
Petitioners,

v.

ROBINHOOD FINANCIAL, LLC
Respondent.

APPLICATION FOR AN EXTENSION OF TIME
TO FILE A PETITION FOR A WRIT OF CERTIORARI

to the United States Court of Appeals
for the Second Circuit

Fady G. Sorial & Ramy G. Sorial
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APPLICATION FOR AN EXTENSION OF TIME WITHIN WHICH TO FILE A
PETITION FOR A WRIT OF CERTIORARI
TO THE UNITED STATES COURT OF APPEALS FOR THE SECOND
CIRCUIT

To the Honorable Sonia Sotomayor, Associate Justice of the Supreme Court of the
United States and Circuit Justice for the Second Circuit:

Applicants

Fady G Sorial and Ramy G Sorial,

proceeding pro se, respectfully request an extension of time of sixty (60) days, to
and including May 8, 2026, within which to file a petition for a writ of certiorari to
review the judgment of the United States Court of Appeals for the Second Circuit.

1. Judgment Below

The United States Court of Appeals for the Second Circuit entered judgment in this
matter on November 12, 2025. Applicants timely filed a petition for panel
rehearing, which the court denied on December 9, 2025.

Petitioners submitted a motion to recall mandate and vacate second circuit
judgment on 12-22-2025
serviced on 12-21-2025

2. Jurisdiction

This Court has jurisdiction under 28 U.S.C. § 1254(1). Under Supreme Court Rule
13.3, the time to file petition for a writ of certiorari runs from the date of the denial
of rehearing. Absent an extension, the petition would be due on March 9, 2026.

3. Reasons for the Extension

This case involves complex federal appellate issues and a voluminous stolen wire
fraud data. Applicants are proceeding pro se and require additional time to review
the stolen wire fraud record and prepare a complete petition.

4. Prior Extensions No prior application for an extension

I am a Pharmacist this is the first time in my life to apply for extension and writ of
certiorari in honorable Supreme Court.

5. Requested Extension Applicants respectfully request that the time to file a
petition for a writ of certiorari be extended by sixty (60) days, to and including
may 8, 2026.

6- Reasons for Granting the Extension.

This case presents national significance and exposure of substantial and important three questions on judicial conspiracy 18 U.S.C. § 371 Extraordinary Aggravated Fraud on the court and the integrity of the judicial bench Conspiracy to conceal southern district court judge Jennifer Rochon fraud in Judicial random assignment with wife judge Robyn tarnofsky New York Federal and constitutional law prohibited affirmation of willful perjury and record theft by district court judge Jennifer ROCHON adopting a vacated wife to husband report this is grave miscarriage of justice.

Whereas Ohio Supreme Court Former Cuyahoga County Domestic Relations Judge Leslie Ann Celebrezze pleaded guilty on February 4, 2026, to a third-degree felony charge of tampering with records. She admitted to fabricating a journal entry in January 2023 to assign a divorce case to herself.

1- Fraud judicial journal entry two judges in New York defraud in cases random assignment judge Jennifer Rochon and judge Robyn tarnofsky by exclusive referral of cases to wife judge Robyn tarnofsky to secure outcome for her husband in pending related cases because judge spouse lawyer Anthony Ryan getting substantial ongoing money from defendant robinhood in pending related cases.

2- Fraud arbitrator journal entry

fraud arbitrators defraud in three questions of the oath perjury 18 U.S.C. § 1621 finra supervisors conspiracy implanted a fraud chairman Mitchell Regenbogen fraud authority by fraud oath 08/21/2023 09:00:42 AM and Mitchell fraud disclosures under conflict section Original chairman was a lady her name is Selma moy

So finra implanted a fraud appointment of the New York lawyer chairman Mitchell by perjury oath and fraud disclosures to conceal defendant wire fraud § 1343 and wire fraud conspiracy § 1349 .

the award in finra case 23-00093 is knowingly part of a criminal financial transaction. The award of finra is the final integration process in robinhood money laundry scheme on America.

3- Finra arbitrators in recorder tampered wire fraud data in the exhibits conceal layered money by unauthorized fraud cash withdrawals In two-investment accounts void from inception by Aggravated wire fraud and § 7206 fraud financial statements unique identification number.

Stolen Book 44 wire fraud entries had the unique identification number 18 U.S.C. § 1028A.

fraud taxes has the unique identification number. The original magistrate judge was Stewart Aaron not the implanted wife Robyn Under Miller v. Pate, 386 U.S. 1 (1967).“The Fourteenth Amendment cannot tolerate a state criminal conviction obtained by the knowing use of false evidence.” Id. at 7.

4- District court of New York stole 14286 pages exhibits plus stolen motion stamped 52 pages submitted to clerk office and stamped by clerk Zack on 05-10-2024

Extraordinary Aggravated record tampering

5- Defendant selective disclosures for vanagurd group inc ownership of 12% disclosed to ninth circuit on 10-20-2025 and Supreme Court 12-19-2025 in husband anthony extension

Selective fraud disclosure concealment ownership disclosure in second circuit
Second circuit authority stripped by robinhood

The defendant evaluating impartiality on behalf of second circuit judges lending the prestige and authority of the panel to defendants
defendant stripped authority of the panel

§ 455(a) — Appearance of Impropriety

§ 455(b)(2) — personal and family Prior Law-Firm Involvement

§ 455(b)(4) — Financial Interest

Panel judgment is an obstruction of justice and immunity of felony federal charges in any legal charges the two judges Jennifer and wife Robyn fraud judicial journal entry is a **Feloney** crime in Ohio state a third degree felony to Yale graduate robyn Implanted wife Robyn fraud reports and recommendations.

under 8 U.S.C.§455(a), which requires disqualification when the judge’s “impartiality might reasonably be questioned.”

Liljeberg v. Health Services Acquisition Corporation, 486 U.S. 847 (1988) test, a court must evaluate whether vacatur is appropriate in light of: “[1] the risk of injustice to the parties in the particular case, [2] the risk that the denial of relief will produce injustice in other cases, and [3] the risk of undermining the public’s confidence in the judicial process.”

6- Structural Article III Mutilation

In Kousisis v. United States (2025), tribunal exceeds judicial power when it purports to apply Kousisis but affirms liability on a theory the decision forecloses. An investment accounts void ab initio

7- Supreme court In Loper Bright Enterprises v. Raimondo (June 28, 2024) delegate federal judicial power in wire fraud and wire fraud conspiracy and money laundry to a private regulatory body, a non article 3 decision maker After Loper Bright, statutory interpretation cannot be outsourced not to agencies, not to independent arbitrators Loper Bright Enterprises v. Raimondo, 603 U.S. 369 (2024)

8- Selective fraud disclosure among second and ninth circuit
SECOND CIRCUIT composition and screening depend on disclosure of ownership when the judge LENDING JUDICIAL AUTHORITY to defendant for evaluating the judge family interests and screening for the panel this is fraud on the court The defendant selectively stripped judge authority in second circuit court's §455 determination and thereby interfered with the tribunal's lawful panel composition. SEE Florida court judge John Steele
RICK SNOW, ANDREA MCKAY-
SNOW, RAKK 5, LLC, and SUPERIOR INDUSTRIAL CLEANING,
INC., Plaintiffs, v. JPMORGAN CHASE BANK, N.A., Defendant.

Case No: 2:24-cv-970-JES-NPM

DKT 13

This matter comes before the Court on review of the Disclosure Statement (Doc. #12). Pursuant to 28 U.S.C. § 455(b)(4), the Court finds that it must recuse itself so as to avoid even the appearance of partiality due to a financial interest in The Vanguard Group, which has an aggregate ownership under certain regulations of 10% or more of the stock of JPMorgan Case & Company, a publicly held corporation.

Accordingly, it is hereby

ORDERED: The undersigned hereby disqualifies himself from these

proceedings, pursuant to 28 U.S.C. § 455(b)(4).

Same authority fraud in finra After Loper Bright Enterprises v. Raimondo, federal courts may no longer defer federal sovereign power §1956 and § 1343 involving the scope of federal adjudicatory authority to non-Article III decisionmakers.

Case 2:24-cv-00970-JLB-NPM Document 13 Filed 11/25/24 Page 2 of 2
PageID 61.

See Judge John E. Steele

Judge authority never delegation to defendant

The second circuit screening and completion delegated the federal authority to the defendant robinhood for panel composition manipulation

So judicial evaluation family conflict interest on behalf of the judge

On 11-12-2025 second circuit blindly affirmed a perjury district court judgment while second circuit deceived about its own authority

The stolen stamped motion 52 pages was terminated by wife Robyn

The stolen stamped motion by clerk Zack on 05-10-2024 is stolen. The stolen motion 52 pages has never been posted to pacer till today the motion stolen by the wife judge.. Judge conceal arbitrators say robinhood did mistakes money laundry and Aggravated wire fraud are only 827 mistakes

9- Panel Concealments for validating an adjudication that the Constitution treats as void This is constitutional allocation of authority Judicial corruption is exclusively political-branch removal power.

House of Representatives and United states senate

Impeachment Judge Alcee L. Hastings, 1989

IMPEACHMENT OF G. THOMAS PORTEOUS, JR., JUDGE

10- The tribunal ceased to function as a court and instead became an instrument of deception, record theft, Aggravated mutilation of due process.

11-Structural pyramid of New York judicial fraud:

Fraud entry → concealed lawful judicial appointment's → unlawful authority → New York second circuit adopt finra converted the proceeding into a determination of money laundry criminal legitimacy — a subject no arbitration agreement can delegate→obstruction of justice.

Because the defect concerns the court's existence as a court, it cannot be cured by second circuit obstruction of justice and lending authority in New York State.

A tribunal loses constitutional authority where:

- the disqualification is concealed
- a party effectively controls tribunal composition
- the adjudicator has a prohibited financial interest

Under those circumstances the exercise of judicial power never legally occurred.

STRUCTURAL due process fraud

Second circuit composed panel is concealing and Allowing New York judicial fraud

machinery affirmation and concealment from house and senate is obstruction of justice

- New York legitimize concealed judicial fraud journal entry a third degree felony in Ohio state
- New York Lend judge authority to private parties to influence tribunal authority destroying public confidence Structural due process fraud invalidates the court itself.

12- the public and nationwide before 11-12-2025 Believed in the law when judges become the machinery of affirming placement and layering and integration of infected money, the tribunal enforcing the award itself violate federal law acting ultra vires. A judgment entered to create New York southern district court the new Harvard for wire fraud and money laundry simply because wife will adopt the independent arbitrators are our new Supreme Court authority without adjudicatory authority this judgment is void ab initio.

13- New York federal court cannot confirm an illegal arbitration award if the award itself operates as an instrument of federal illegality. enforcing the award itself would break federal law

If panel of second circuit saying the law allows us to affirm incorrect and tampered evidence and fraud arbitrator journal entry chairman Mitchell fraud oath So Ohio state by charge judge Leslie third degree felony fraud in the random assignment of judges and screening and composition No one above the law even New York federal judges

14- what the judgment itself legally does. If a decision requires deciding whether conduct constitutes wire fraud or money laundering, that is sovereign adjudication. Not private dispute resolution. Confirmation would transform the court's judgment into the operative legal instrument enabling unlawful financial layering.

15- a federal court to enter a judgment whose operative effect is to validate a transaction prohibited by federal criminal statutes. Arbitration cannot create lawful entitlement to proceeds that would be unlawful in federal court.

16- An arbitration award is void where its legal effect depends on the truth or

falsity of federal wire fraud and money laundering and theft by deception criminal liability, because such determination belongs exclusively to Article III courts and cannot be privately adjudicated.

Otherwise all criminals will be getting their judgments from independent firm arbitrators and claim the judge has to affirm independent

17- When The second circuit on 11-12-2025 reshaped the history of the entire nation by a new decision below stands, private arbitration panels nationwide delegated authority conclusively determine compliance with federal criminal statutes in money laundering and wire fraud and instantly dissolution of the existence of the Supreme Court itself and Article III and the Supreme Court need to address the public

18- The Second circuit on 11-12-2025 made the priority of the court of appeals in New York to conceal fraud judicial journal entry by two judges Jennifer and wife Robyn

and conceal southern district court conspiracy to steal federal records a serious federal offenses, under statutes such as 18 U.S.C. § 371 and 18 U.S.C. § 641 Second circuit guilty of willful concealment and obstruction of justice and mutilating Any judicial transparency acts and the mutilation of the judicial machinery itself from operating in New York State. By dissolution of both mutilation of article 3 and dissolute of the existence of the Supreme Court of the United States as well.

19- Petitioner is a practicing pharmacist who works daily dispensing medications and counseling patients. Because of professional obligations and the complexity of stolen record and constitutional structural judicial fraud, additional time is requested to prepare a writ of certiorari

Petitioner respectfully requests:

A 60-day extension of time to file the Petition for a Writ of Certiorari

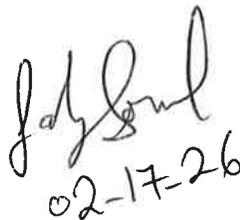
Respectfully submitted,

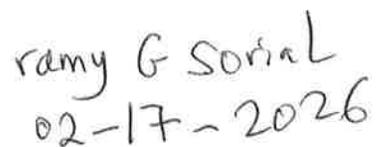
Fady Sorial

Ramy Sorial

Applicants, pro se

02-17-2026


02-17-26


02-17-2026

24-3114-cv
Sorial v. Robinhood Fin., LLC

**UNITED STATES COURT OF APPEALS
FOR THE SECOND CIRCUIT**

SUMMARY ORDER

RULINGS BY SUMMARY ORDER DO NOT HAVE PRECEDENTIAL EFFECT. CITATION TO A SUMMARY ORDER FILED ON OR AFTER JANUARY 1, 2007, IS PERMITTED AND IS GOVERNED BY FEDERAL RULE OF APPELLATE PROCEDURE 32.1 AND THIS COURT’S LOCAL RULE 32.1.1. WHEN CITING A SUMMARY ORDER IN A DOCUMENT FILED WITH THIS COURT, A PARTY MUST CITE EITHER THE FEDERAL APPENDIX OR AN ELECTRONIC DATABASE (WITH THE NOTATION “SUMMARY ORDER”). A PARTY CITING TO A SUMMARY ORDER MUST SERVE A COPY OF IT ON ANY PARTY NOT REPRESENTED BY COUNSEL.

1 At a stated term of the United States Court of Appeals for the Second Circuit,
2 held at the Thurgood Marshall United States Courthouse, 40 Foley Square, in the City of
3 New York, on the 12th day of November, two thousand twenty-five.

4
5 **PRESENT:**

6 DEBRA ANN LIVINGSTON,
7 *Chief Judge,*
8 BARRINGTON D. PARKER,
9 SUSAN L. CARNEY,
10 *Circuit Judges.*

11 _____
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13 Fady G. Sorial, Ramy G. Sorial,
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15 *Petitioners-Appellants,*

16
17 v.

24-3114

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19 Robinhood Financial, LLC,
20
21 *Respondent-Appellee.*

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23 _____
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26 **FOR PETITIONERS-APPELLANTS:**

FADY G. SORIAL, Ramy G.
Sorial, pro se, Brooklyn, NY.

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29 **FOR RESPONDENT-APPELLEE:**

Peter S. Fruin, (Richard J.
Davis, *on the brief*), Maynard
Nexsen P.C., Birmingham,
AL.

1 Appeal from a judgment of the United States District Court for the Southern District of
2 New York (Rochon, J).

3 **UPON DUE CONSIDERATION, IT IS HEREBY ORDERED, ADJUDGED, AND**
4 **DECREED** that the judgment of the district court is **AFFIRMED**.

5 Fady G. Sorial and Ramy G. Sorial (“the Sorials”), proceeding pro se, appeal from the
6 district court’s judgment denying their petition to vacate an arbitration award and granting
7 Robinhood Financial LLC’s cross-motion to confirm the award. In 2023, the Sorials filed a
8 statement of claim against Robinhood alleging, among other things, that Robinhood had
9 committed fraud. The parties agreed to submit the claims to a Financial Industry Regulatory
10 Authority (“FINRA”) arbitration panel, which denied the Sorials’ claims after a hearing. In 2024,
11 the Sorials petitioned the district court to vacate the arbitral award, and Robinhood cross-moved
12 to confirm. The district court denied the Sorials’ petition and granted Robinhood’s cross-motion,
13 concluding that the Sorials had failed to establish any valid ground under the Federal Arbitration
14 Act for vacating the award. *Sorial v. Robinhood Fin., LLC*, 24-cv-02752 (JLR) 2024 WL
15 4893263 (S.D.N.Y. Nov. 25, 2024). We assume the parties’ familiarity with the underlying facts,
16 the procedural history of the case, and the issues on appeal, which we set forth here only as
17 necessary to explain our decision to **AFFIRM**.¹

18 * * *

19 “This Court reviews a district court’s decision to confirm or vacate an arbitration award de

¹ We also deny the Sorials’ motion to file an oversized submission.

1 novo for questions of law,” and for “clear error” for findings of fact. *Kolel Beth Yechiel Mechil*
2 *or Tartikov, Inc. v. YLL Irrevocable Trust*, 729 F.3d 99, 103 (2d Cir. 2013). “The role of a district
3 court in reviewing an arbitration award is narrowly limited and arbitration panel determinations
4 are generally accorded great deference under the Federal Arbitration Act.” *Id.* (internal quotation
5 marks omitted). Because the Sorials have “been pro se throughout, [their] pleadings and other
6 filings are interpreted to raise the strongest claims they suggest.” *Sharikov v. Philips Med. Sys.*
7 *MR, Inc.*, 103 F.4th 159, 166 (2d Cir. 2024).

8 The Federal Arbitration Act allows for vacatur of an award where (1) the award “was
9 procured by corruption, fraud, or undue means”; (2) “there was evident partiality or corruption in
10 the arbitrators”; (3) the arbitrators “were guilty of misconduct in refusing to postpone the hearing,
11 upon sufficient cause shown, or in refusing to hear evidence pertinent and material to the
12 controversy[,] or of any other misbehavior by which the rights of any party have been prejudiced”;
13 or (4) they “exceeded their powers, or so imperfectly executed them that a mutual, final, and
14 definite award upon the subject matter submitted was not made.” 9 U.S.C. § 10(a)(1)–(4); *see*,
15 *e.g.*, *Schwartz v. Merrill Lynch & Co.*, 665 F.3d 444, 451 (2d Cir. 2011). “In addition, . . . we
16 have held that the court may set aside an arbitration award if it was rendered in manifest disregard
17 of the law.” *Id.* at 451 (internal quotation marks and citation omitted).

18 For substantially the reasons described by the district court, we agree that the Sorials failed
19 to establish any of the statutory bases for vacating the arbitral award. The Sorials’ claims that the
20 award was procured by fraud and corruption are entirely conclusory, as is their claim that the
21 arbitration panel itself was corrupt or partial. *See Scandinavian Reinsurance Co. v. Saint Paul*

1 *Fire & Marine Ins. Co.*, 668 F.3d 60, 64, 72 (2d Cir. 2012) (“[A] showing of evident partiality
2 may not be based simply on speculation.” (internal quotation marks and citation omitted)). The
3 Sorials also failed to demonstrate that the arbitrators engaged in misconduct of any sort, much less
4 in a manner that prejudiced their rights. Their claims of “hidden” evidence are again conclusory.
5 Next, the Sorials did not demonstrate that the panel exceeded or imperfectly executed its powers.
6 The record reflects that the panel entered its decision only after holding a hearing, hearing
7 testimony from the Sorials, and accepting voluminous exhibits. And the reasoning offered in the
8 panel’s award does not suggest that the panel addressed any issues beyond those the parties agreed
9 to submit to the panel. *See Westerbeke Corp. v. Daihatsu Motor Co.*, 304 F.3d 200, 220 (2d Cir.
10 2002) (asking “whether the arbitrators had the power, based on the parties’ submissions or the
11 arbitration agreement, to reach a certain issue, not whether the arbitrators correctly decided that
12 issue” (citation omitted)).

13 We further agree that the record does not show that the arbitration panel manifestly
14 disregarded the law. “A court may vacate an arbitral award on this ground only if the court finds
15 both that (1) the arbitrators knew of a governing legal principle yet refused to apply it or ignored
16 it altogether, and (2) the law ignored by the arbitrators was well defined, explicit, and clearly
17 applicable to the case.” *Zurich Am. Ins. Co. v. Team Tankers A.S.*, 811 F.3d 584, 589 (2d Cir.
18 2016) (internal quotation marks and citation omitted). Here, the Sorials generally argued that
19 Robinhood engaged in theft and money laundering in handling their accounts, and that the
20 arbitration panel therefore erred in not ruling in the Sorials’ favor. However, the Sorials failed to
21 explain how Robinhood took their money or engaged in money laundering. Nor did the Sorials

1 offer any reason to question the arbitration panel’s conclusions that they were not credible and had
2 engaged in repeated attempts to make invalid transfers.

3 * * *

4 We have considered all of the Sorials’ remaining arguments and find them to be without
5 merit. Accordingly, we **AFFIRM** the judgment of the district court.

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




**United States Court of Appeals for the Second Circuit
Thurgood Marshall U.S. Courthouse
40 Foley Square
New York, NY 10007**

DEBRA ANN LIVINGSTON
CHIEF JUDGE

CATHERINE O'HAGAN WOLFE
CLERK OF COURT

Date: November 12, 2025
Docket #: 24-3114
Short Title: Sorial v. Robinhood Financial, LLC.

DC Docket #: 1:24-cv-2752
DC Court: SDNY (NEW YORK
CITY)
DC Judge: Trial Judge - Jennifer
Louise Rochon

BILL OF COSTS INSTRUCTIONS

The requirements for filing a bill of costs are set forth in FRAP 39. A form for filing a bill of costs is on the Court's website.

The bill of costs must:

- * be filed within 14 days after the entry of judgment;
- * be verified;
- * be served on all adversaries;
- * not include charges for postage, delivery, service, overtime and the filers edits;
- * identify the number of copies which comprise the printer's unit;
- * include the printer's bills, which must state the minimum charge per printer's unit for a page, a cover, foot lines by the line, and an index and table of cases by the page;
- * state only the number of necessary copies inserted in enclosed form;
- * state actual costs at rates not higher than those generally charged for printing services in New York, New York; excessive charges are subject to reduction;
- * be filed electronically or if counsel is exempted with the original and two copies.

**United States Court of Appeals for the Second Circuit
Thurgood Marshall U.S. Courthouse
40 Foley Square
New York, NY 10007**

DEBRA ANN LIVINGSTON
CHIEF JUDGE

CATHERINE O'HAGAN WOLFE
CLERK OF COURT

Date: November 12, 2025
Docket #: 24-3114
Short Title: Sorial v. Robinhood Financial, LLC.

DC Docket #: 1:24-cv-2752
DC Court: SDNY (NEW YORK CITY)
DC Judge: Trial Judge - Jennifer Louise Rochon

VERIFIED ITEMIZED BILL OF COSTS

Counsel for

respectfully submits, pursuant to FRAP 39 (c) the within bill of costs and requests the Clerk to prepare an itemized statement of costs taxed against the

and in favor of

for insertion in the mandate.

Docketing Fee _____

Costs of printing appendix (necessary copies _____) _____

Costs of printing brief (necessary copies _____) _____

Costs of printing reply brief (necessary copies _____) _____

(VERIFICATION HERE)

Signature

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

FADY G. SORIAL and RAMY G. SORIAL,

Petitioners,

-against-

ROBINHOOD FINANCIAL, LLC,

Respondent.

Case No. 1:24-cv-02752 (JLR)

MEMORANDUM OPINION
AND ORDER

JENNIFER L. ROCHON, United States District Judge:

Pro se petitioners Fady G. Sorial and Ramy G. Sorial (together, “Petitioners”) bring this petition to vacate an arbitration award entered in favor of Respondent Robinhood Financial, LLC (“Respondent” or “Robinhood”) following an arbitration proceeding before a Financial Industry Regulatory Authority (“FINRA”) panel of arbitrators. Robinhood has filed a cross-motion to confirm the award. For the following reasons, Petitioners’ petition to vacate is DENIED and Respondent’s cross-motion to confirm is GRANTED.

BACKGROUND

Petitioners had accounts with Respondent, Dkt. 10-1 at 2-3 (“Arb. Claim”), a brokerage firm that provides trading and brokerage services through its app and website, Dkt. 10 (“Brennan Decl.”) ¶ 4. Respondent is a member of FINRA. Brennan Decl. ¶ 4. On January 11, 2023, Petitioners filed a Statement of Claim with FINRA and submitted a FINRA Arbitration Submission Agreement. *Id.* ¶¶ 5-6; Arb. Claim; Dkt. 10-2. Petitioners sought \$90 million in damages and alleged various claims, principally that Respondent (1) violated its margin rules by allowing them too much margin, and (2) improperly restricted their

Robinhood accounts. *See generally* Arb. Claim. The FINRA Arbitration Submission Agreement stipulated that Petitioners agreed to submit the matter “to arbitration in accordance with the FINRA By-Laws, Rules, and Code of Arbitration Procedure,” and to “abide by and perform any award(s) rendered.” Dkt. 10-2 at 1. On March 1, 2023, Robinhood submitted its Answer to the Statement of Claim and a FINRA Arbitration Submission Agreement. Dkts. 10-3, 10-4. A panel of three arbitrators was appointed, and the arbitrators held an initial pre-hearing conference on May 8, 2023. Dkt. 10-5 at 1. Over the next ten months, the parties proceeded through discovery, including third-party discovery, Brennan Decl. ¶ 10, and a hearing took place from March 25 to March 27, 2024, *id.* ¶ 13.

Petitioners and Robinhood offered into evidence a voluminous record, which the panel accepted in full. Brennan Decl. ¶¶ 14-16. Petitioners called only themselves as witnesses. *Id.* ¶ 18. At the final hearing, they sought damages ranging from \$10 million to \$90 million. *Id.* ¶ 19; *see also* Dkt. 10-9 (“Award”) at 2. At the conclusion of Petitioners’ case in chief, Respondent moved for a directed verdict pursuant to FINRA’s Code of Arbitration Procedure Rule 12504(b). Award at 2; Brennan Decl. ¶ 20. On April 1, 2024, the panel granted the motion and issued an award that (1) “denied [Petitioners’ claims] in their entirety” and (2) denied “[a]ny and all claims for relief not specifically addressed . . . including any requests for punitive damages[] and treble damages.” Award at 2-3. The panel reasoned that “[t]he undisputed evidence in the record at the conclusion of [Petitioners’] case failed to establish a violation of law as alleged,” and instead “established that [Petitioners] failed or refused to comply with, and/or comprehend the rules that indisputably governed their voluminous trading activities on Respondent’s . . . trading platform.” *Id.* at 2. The panel also emphasized that Petitioners had not “identif[ied], notwithstanding repeated requests from the Panel, the basis for their claim of monetary damages in any cognizable manner, which claim amounts

vacillated during the hearing.” *Id.* Finally, the panel explained that it found Petitioners “not credible, as they admitted setting up in excess of 100 money transfers into their accounts . . . of \$50,000.00 each, that were reversed for insufficient funds, sometimes on multiple consecutive days, that had the effect of making it appear that there was more equity in their accounts than there actually was,” despite Petitioners having “assert[ed] at the hearing that all of the attempted invalid transfers were inadvertent.” *Id.*

This petition followed. On April 11, 2024, Petitioners filed the instant Petition *pro se*, seeking to vacate the Award entered by the FINRA panel and asking this Court to award of \$90 million in damages. Dkt. 1 (“Pet.”) at 7; Dkt. 1-1 at 1, 77. In support of their motion, Petitioners submitted a recording of the hearing and 500 pages of exhibits. *See* Pet. at 6; Dkts. 1-1, 1-2, 1-3. On May 2, 2024, Robinhood filed a cross-motion to confirm the arbitration award. Dkts. 8, 9 (“Robinhood Br.”). In support of its motion, Robinhood submitted the declaration of Jonathan J. Brennan, counsel for Robinhood in the underlying FINRA arbitration, which attached documents from the arbitration. *See* Brennan Decl.

The Court referred the case to Magistrate Judge Tarnofsky for general pretrial purposes, as well as a recommendation on the Petition and Cross-Motion. Dkt. 15. After the parties completed briefing, Magistrate Judge Tarnofsky issued a Report and Recommendation. *See* Dkts. 16 (“Petitioners’ Opp.”), 18 (“Robinhood Reply”), 19 (“Second Brennan Decl.”), 20 (“Fruin Decl.”), Dkt. 27 (“R&R”). On September 17, 2024, Petitioners moved for the recusal of Magistrate Judge Tarnofsky, Dkt. 29, which Judge Tarnofsky granted, Dkt. 30. Judge Tarnofsky vacated the R&R and requested that the Court withdraw the Order of Reference. Dkt. 30. The Court granted Judge Tarnofsky’s request, directed the Clerk of Court to reassign the case to another Magistrate Judge, and stated that it would rule

on the cross-motions instead of referring them to the newly assigned Magistrate Judge. Dkt. 31.

DISCUSSION

I. Legal Standard

In this Circuit, “[t]he review of arbitration awards is ‘very limited . . . in order to avoid undermining the twin goals of arbitration, namely, settling disputes efficiently and avoiding long and expensive litigation.’” *Eletson Holdings, Inc. v. Levona Holdings Ltd.*, --- F. Supp. 3d ---, 2024 WL 1724592, at *17 (S.D.N.Y. Apr. 19, 2024) (quoting *Folkways Music Publ’g, Inc. v. Weiss*, 989 F.2d 108, 111 (2d Cir. 1993)); see *Trs. of Dist. Council No. 9 Painting Indus. Ins. Fund v. J & S Installation LLC*, No. 24-cv-04145 (JLR), 2024 WL 3797183, at *2 (S.D.N.Y. Aug. 13, 2024) (similar). Section 10(a) of the Federal Arbitration Act (“FAA”), 9 U.S.C. § 10, sets forth four narrow grounds for vacating an arbitration award: “corruption, fraud, or undue means in procurement of the award, evident partiality or corruption in the arbitrators, specified misconduct on the arbitrators’ part, or where the arbitrators exceeded their powers.” *Jock v. Sterling Jewelers Inc.*, 646 F.3d 113, 121 (2d Cir. 2011) (internal quotation marks omitted) (quoting *Wall St. Assocs., L.P. v. Becker Paribas Inc.*, 27 F.3d 845, 848 (2d Cir. 1994)); see also 9 U.S.C. § 10(a)(1)-(4).

“A party seeking to vacate an arbitration award under the FAA faces a formidable task.” *Elwell v. Raymond James Fin. Servs., Inc.*, 686 F. Supp. 3d 281, 292 (S.D.N.Y. 2023). Based on the limited nature of review of arbitration awards, the Court is “empowered to vacate an arbitral award only if one of the grounds specified in 9 U.S.C. § 10 is found to exist, or if the award manifestly disregards the law.” *L’Objet, LLC v. Limited*, No. 11-cv-03856 (LBS), 2011 WL 4528297, at *1 (S.D.N.Y. Sept. 29, 2011) (alterations adopted) (internal quotation marks and citations omitted).

Conscious that Petitioners are proceeding *pro se*, in reviewing the petition, the Court construes Petitioners' papers "liberally 'to raise the strongest arguments they suggest.'" *Jules v. Andre Balazs Props.*, No. 20-cv-10500 (LGS), 2023 WL 5935626, at *2 (S.D.N.Y. Sept. 12, 2023) (quoting *Publicola v. Lomenzo*, 54 F.4th 108, 111 (2d Cir. 2022)).

II. Petition to Vacate the Arbitration Award

In their petition and other papers filed before this Court, Petitioners argue that the arbitration award should be vacated because (1) the award was corrupt and there was fraud, (2) the panel permitted Robinhood's counsel to "use cell phone exhibits" about counsel's personal stocks, (3) the award was based on a motion to dismiss made in bad faith, (4) Petitioners were denied the opportunity to question Robinhood's witnesses, (5) the math in the award was wrong, and (6) Robinhood engaged in money laundering. Pet. at 5, 7; Petitioners' Opp. at 1, 6, 9. Robinhood opposes these grounds, asserting that Petitioners have not provided evidence of corruption or fraud, and have not demonstrated any of the narrow grounds for vacating an arbitration award under the Federal Arbitration Act ("FAA"). Robinhood Br. at 5-8. The Court addresses each ground for vacatur under the FAA in turn, before considering Petitioners' remaining arguments.

First, Petitioners have not demonstrated that "the award was procured by corruption, fraud, or undue means." 9 U.S.C. § 10(a)(1). To vacate an arbitration award under § 10(a)(1), "it must be abundantly clear that 'the award was procured by corruption, fraud, or undue means.'" *Polin v. Kellwood Co.*, 103 F. Supp. 2d 238, 256 (S.D.N.Y. 2000) (quoting *Karppinen v. Karl Kiefer Mach. Co.*, 187 F.2d 32, 34 (2d Cir. 1951)), *aff'd*, 34 F. App'x 406 (2d Cir. 2002) (summary order). The petition alleges fraud and corruption in regard to the chairman of the panel and the award, but the evidence submitted in support of the petition does not reveal any indicia of corruption beyond Petitioners' conclusory allegations of fraud.

See Pet. at 5, 7; Dkt. 1-1 at 15, 18; Petitioners' Opp at 1. By contrast, counsel for Robinhood submitted sworn declarations stating that they never engaged in clandestine meetings with the arbitration panel or paid consideration to, or made an agreement with, the arbitrators for an award in favor of Robinhood. See Second Brennan Decl. ¶¶ 3, 4; Fruin Decl. ¶¶ 3, 4. The Court therefore concludes that, despite Petitioners' repeated labeling of the arbitrators and the award as a "fraud" or "corrupt," they have provided no evidence to show that this is the case. Vacatur of the arbitration award is not warranted under this ground.

Second, Petitioners have not demonstrated that there was "evident partiality or corruption in the arbitrators." 9 U.S.C. § 10(a)(2). "[E]vident partiality may be found only where a reasonable person would have to conclude that an arbitrator was partial to one party to the arbitration," and "[m]ere 'speculation' is insufficient." *Meyer v. Kalanick*, 477 F. Supp. 3d 52, 56 (S.D.N.Y. 2020) (quoting *Scandinavian Reinsurance Co. v. Saint Paul Fire & Marine Ins. Co.*, 668 F.3d 60, 64, 72 (2d Cir. 2012)). "[A]n arbitrator's failure to disclose a material relationship with one of the parties can constitute 'evident partiality' requiring vacatur of the award." *Certain Underwriting Members of Lloyds of London v. Florida*, 892 F.3d 501, 506 (2d Cir. 2018) (citation omitted). In addition to conclusory allegations of fraud and corruption, Petitioners argue that the panel chair failed to disclose that two of his awards had pending motions to vacate, and that the panel was partial to Robinhood, as evidenced by permitting Robinhood's counsel to show exhibits on his cell phone. See Petitioners' Opp. at 1-2, 9; Pet. at 7. Robinhood argues that no material relationship existed between the arbitrators and Robinhood, and that Petitioners have presented no evidence of actual corruption beyond conclusory accusations. Robinhood Br. at 6. In addition to the declarations discussed above, Robinhood also submitted disclosures made by the chairman of the panel before and during the arbitration proceedings, which indicate that no conflict of

interest existed. *See* Dkt. 19-1 at 11; Dkt. 19-3 at 5; Dkt. 19-4 at 5. These disclosures also refute Petitioners' allegation that the panel chair failed to disclose that two of his awards had pending motions to vacate. *Id.* Finally, while Robinhood does not address the incident in which its counsel used his phone to show the Robinhood app during the arbitration hearing, it appears from Petitioners' submissions that counsel used the Robinhood app on his phone during cross-examination of Fady Sorial and asked him to "point out where [R]obinhood make[s] recommendations to sell and buy," Dkt. 1-1 at 34. FINRA arbitration rules permit the cross-examination of witnesses, Dkt. 19-5 at 3, and Petitioners have not identified any authority indicating that it was impermissible, and therefore a show of some sort of favoritism, to permit Robinhood's counsel to use the Robinhood app on his phone during cross-examination. As a result, Petitioners have not demonstrated any reason to vacate the award based on alleged partiality or corruption.

Third, Petitioners have not demonstrated that the arbitrators are "guilty of misconduct" by refusing to postpone the hearing, refusing to hear pertinent and material evidence, or of any other misbehavior by which the rights of any party have been prejudiced. 9 U.S.C. § 10(a)(3). Petitioners argue that they were "denied [their] rights to" question "Robinhood witnesses." Petitioners' Opp'n at 9. But the reason that Petitioners never had an opportunity to question the Robinhood witnesses is that Petitioners never called any witnesses from Robinhood during their case in chief, *see* Brennan Decl. ¶ 18, and the arbitration panel granted Robinhood's motion for a directed verdict after the close of Petitioners' case in chief, *see id.* ¶¶ 20, 21; Award at 2. The arbitrators also did not engage in misconduct by granting the motion for a directed verdict — characterized by Petitioners as a motion to dismiss — and Petitioners' allegations that the motion was made in bad faith are unfounded and conclusory. Finally, insofar as Petitioners argue that the arbitrators should have heard evidence on alleged murder

attempts by Robinhood on Petitioner Fady Sorial, *see* Petitioners' Opp. at 2-3, the Court does not find that such conclusory and unsubstantiated allegations were germane to the underlying claim submitted to the arbitration panel, and thus the panel did not refuse to hear pertinent and material evidence. Petitioners have identified no other instances of potential misconduct that would demonstrate that the arbitrators are guilty of misconduct. The hearing dates were scheduled at the initial pre-hearing conference, Petitioners made no effort to move the hearing, and the hearing was held on the scheduled dates. *See* Brennan Decl. ¶ 13. As Robinhood points out, the arbitration panel admitted all of Petitioners' trial exhibits, "totaling 13,470 pages and spanning 44 volumes" of exhibit books. Robinhood Br. at 7; *see* Brennan Decl. ¶¶ 14-15. The arbitration panel heard all the evidence proffered by Petitioners, and heard testimony from them over two full days, Brennan Decl. ¶ 18, giving them "an adequate opportunity to present [their] evidence and argument." *ST Shipping & Transp., Ltd. v. Agathonissos Special Mar. Ent.*, No. 15-cv-04983 (AT), 2016 WL 5475987, at *3 (S.D.N.Y. June 6, 2016) (quoting *Tempo Shain Corp. v. Bertek, Inc.*, 120 F.3d 16, 20 (2d Cir. 1997)). The Court thus concludes the arbitrators are not guilty of misconduct and that this ground does not support vacatur.

Fourth, Petitioners have not demonstrated that the arbitrators "exceeded their powers." 9 U.S.C. § 10(a)(4). This inquiry asks "whether the arbitrators had the power, based on the parties' submissions or the arbitration agreement, to reach a certain issue, not whether the arbitrators correctly decided that issue." *Westerbeke Corp. v. Daihatsu Motor Co.*, 304 F.3d 200, 220 (2d Cir. 2002) (Sotomayor, J.) (citation omitted). The Court finds that the arbitration panel ruled only on those issues presented to them by the parties and did not exceed their authority. *See id.* (explaining that if "arbitrators rule on issues not presented to them by the parties, they have exceeded their authority"); Dkt. 10-2 (submitting the "present matter in

controversy, as set forth in the attached statement of claims . . . to arbitration”). The reasoning set forth in the award reveals that the panel ruled on the question of whether Petitioners had established a violation of law and were entitled to money damages, a question plainly within the scope of the arbitrators’ authority. *See* Award at 2. Accordingly, this final ground set forth by the FAA does not warrant granting the petition to vacate the arbitration award.

Finally, Petitioners have not demonstrated that the arbitration award was in manifest disregard of the law. In addition to the four grounds set forth in the FAA, courts in the Second Circuit may also vacate arbitration awards if the award was in manifest disregard of the law. However, the reach of the manifest-disregard doctrine “is severely limited.” *Polin*, 103 F. Supp. 2d at 256. Interpreting Petitioners’ submissions liberally, the Court determines that their submissions can be construed to argue that Robinhood engaged in money laundering by giving them too much credit, and that the panel erred in not concluding the same. *See, e.g.*, Petitioners’ Opp. at 4. However, Petitioners have neither demonstrated that Robinhood gave them too much credit nor how, even if it did so, such conduct would violate the laws, including those prohibiting money laundering. There is therefore no indication that the arbitration panel disregarded the law and vacatur is not warranted based on any manifest disregard of the law.¹

¹ Insofar as Petitioners assert that the panel disregarded their factual assertions, *see* Petitioners’ Opp. at 1 (“[C]hairman corrupt [*sic*] refuse[d] to acknowledge facts and evidence of [R]obinhood . . .”), the Second Circuit has made clear that manifest disregard of evidence or facts does not support vacatur of an arbitration award. *See Elwell*, 686 F. Supp. 3d at 293 (explaining that the Second Circuit “does not recognize manifest disregard of the evidence as proper ground for vacating an arbitrator’s award” (quoting *Wallace v. Buttar*, 378 F.3d 182, 193 (2d Cir. 2004))).

Petitioners' other arguments do not warrant the vacatur of the arbitration award. Petitioners argue that the math in the award was wrong, *see* Petitioners' Opp. at 6; Pet. at 7, but this is not ground to vacate an arbitration award, particularly when Petitioners' submissions and the record before the arbitration panel do not reveal an error, mathematical or otherwise, in the panel's decision. *See Associated Musicians of Greater N.Y. v. League of Am. Theaters & Producers*, No. 05-cv-02769 (KMK), 2006 WL 3039995, at *4 (S.D.N.Y. Oct. 25, 2006) (“[T]he contractual theory of arbitration . . . requires a reviewing court to affirm an award it views as incorrect — even very incorrect — so long as the decision is plausibly grounded in the parties’ agreement.” (citation omitted)); *Wackenhut Corp. v. Amalgamated Loc. 515*, 126 F.3d 29, 32 (2d Cir. 1997) (same); *Nat’l Football League Mgm’t Council v. Nat’l Football League Players Ass’n*, 820 F.3d 527, 539 (2d Cir. 2016) (similar). Petitioners also argue that Robinhood’s cross-motion to confirm did not mention, and so admits, four murder attempts against Fady Sorial, “[f]raud equity to inject fraud margin,” money laundering, Robinhood’s purchase of the arbitration award, “fraud discovery in *firna* [*sic*] case,” and perjury in Robinhood’s answer in the underlying arbitration. Petitioners’ Opp. at 2. But Robinhood has not admitted these claims, *see* Robinhood Reply at 8, and has already litigated these claims in the underlying arbitration, *see id.*; Award; Dkt. 19-8. These claims were rejected by the arbitration panel, *see generally* Award, and do not provide grounds for vacating the arbitration award.

Having concluded that Petitioners have not shown any ground for vacating the arbitration award, the Court denies the petition.

III. Motion to Confirm the Arbitration Award

“Under the FAA, ‘any party to [an] arbitration may apply to the court so specified for an order confirming the award, and thereupon the court must grant such an order unless the

award is vacated, modified, or corrected as prescribed in sections 10 and 11” of the FAA. *Elwell*, 686 F. Supp. 3d at 294 (alteration in original) (quoting 9 U.S.C. § 9). “The arbitrator’s rationale for an award need not be explained, and the award should be confirmed ‘if a ground for the arbitrator’s decision can be inferred from the facts of the case.’” *First Cap. Real Est. Invs., L.L.C. v. SDDCO Brokerage Advisors, LLC*, 355 F. Supp. 3d 188, 196 (S.D.N.Y.) (quoting *D.H. Blair & Co. v. Gottdiener*, 462 F.3d 95, 110 (2d Cir. 2006)), *aff’d*, 794 F. App’x 86 (2d Cir. 2019) (summary order). “Due to the parallel natures of a motion to vacate and a motion to confirm an arbitration award, denying the former implies granting the latter.” *L’Objet*, 2011 WL 4528297, at *3; *see also Elwell*, 686 F. Supp. 3d at 294 (same).

As explained above, Petitioners have not provided any valid reason to vacate, modify, or correct the arbitration award. The facts of this case support the arbitrator’s decision and Robinhood’s motion to confirm the arbitration award is granted. *See Shenzhen Zongheng Domain Network Co. v. Amazon.com Servs. LLC*, No. 23-cv-03334 (JLR), 2023 WL 7327140, at *7 (S.D.N.Y. Nov. 7, 2023) (granting cross-motion to confirm arbitration award after denying petition to vacate); *First Cap.*, 355 F. Supp. 3d at 196 (same).

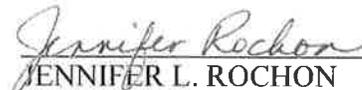
CONCLUSION

For the reasons stated above, Petitioners’ petition to vacate the April 1, 2024 arbitration award is DENIED and Robinhood’s cross-motion to confirm the arbitration award

is GRANTED. The Clerk of Court is directed to terminate the motions at Dkts. 1 and 8, close the case, and mail a copy of this Opinion and Order to Petitioners at the address on the docket.

Dated: November 25, 2024
New York, New York

SO ORDERED.



JENNIFER L. ROCHON
United States District Judge

**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 9th day of December, two thousand twenty-five,

PRESENT:

DEBRA ANN LIVINGSTON,
Chief Judge,
BARRINGTON D. PARKER,
SUSAN L. CARNEY,
Circuit Judges.

Fady G. Sorial, Ramy G. Sorial,

Petitioners - Appellants,

ORDER
Docket No. 24-3114

v.

Robinhood Financial LLC,

Respondent - Appellee.

Appellants Fady G. Sorial and Ramy G. Sorial having filed a petition for panel rehearing and the panel that determined the appeal having considered the request

IT IS HEREBY ORDERED that the petition is DENIED.

For The Court:
Catherine O'Hagan Wolfe,
Clerk of Court




CERTIFICATE OF SERVICE

I hereby certify that on 02-17-2026, I caused a true and correct copy of the Application for Extension of Time to File a Petition for a Writ of Certiorari, together with **Exhibits 1 through 11**, to be served upon counsel for Respondent by Federal Express overnight delivery and by electronic mail, addressed as follows:

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

Respectfully submitted,

Fady G. Sorial, Pro Se
Ramy G. Sorial, Pro Se

Dated: 02-17-2026

fady sorial
02-17-26

ramy G Sorial
02-17-2026

**Additional material
from this filing is
available in the
Clerk's Office.**