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SECOND CIRCUIT ACTS TO ENABLE COVER UP OF SCHEINDLIN CASE FIXING" CONSPIRACY STRENGHTENING OBSTRUCTION CHARGES

Highest Federal Appellate Court Denies En Banc Petition, Disregards Evidence of SDNY Cover Up of Verizon s Willful" Breach of Settlement Agreement in Apparent Deal".

FOR IMMEDIATE RELEASE

(Free-Press-Release.com) Aug 11, 2011 -- New York, N.Y. January 17th, 2011: In the latest chapter of the Second Circuit s role in the cover up of the Judge Scheindlin-Verizon Case Fixing" scheme, New York s highest federal court issued another political decision founded in fraud in an apparent attempt to whitewash" the Scheindlin mess from August 2004. In it s decision of January 5th, 2011 signed by an Administrative Attorney, the panel assigned to hear the Petition for Rehearing (Hon. Pooler, Sack, Raggi) simply issued a denial of the En Banc Petition for Rehearing with no explanation (a practice deployed by cherry picking" jurists. In its prior decision the Second Circuit (Hon.Raggi et al) issued a combined" Order disposing of all motions on December 28th, 2010, citing to a criminal case (Pillay v. INS 45 F 3d 14) that provided a generic recitation that Jordan s Appeal allegedly was lacking an arguable basis in law and fact" without providing any comparison of facts or law to the instant appeal. Jordan who filed a Motion for Reconsideration before her very detailed En Banc Petition, proved in her Briefs that the Southern District Judge Hon. Gerard Lynch had intentionally disregarded evidence that proved Verizon "willfully breached" the Settlement Agreement. Judge Pooler, who along with Judge Sack and Raggi, had overseen the Oral Argument, had scolded Verizon Why did Verizon not reschedule the Exit Interview, Mr. Gage?", apparently got cold feet when it came time to enforcing the Law. Verizon, who had coerced Jordan into agreeing" under duress, fraud and blackmail to the unconscionable" Settlement Agreement with the aid of the manipulative Judge Scheindlin, after her attorney had withdrawn, breached two terms of the agreement almost immediately upon execution in August 2004. Judge Lynch, the jurist assigned to hear the Breach of Settlement" case, entertained frivolous pleadings from Verizon Counsel Paul Hastings (Ken Gage) who asserted diversity" and subject matter jurisdiction (SMJ)" as defenses for his client's conduct. At no time did Verizon deny breaching the Settlement. Judge Lynch knew that Verizon had withheld their Corporate Disclosures during the MTD phase of the case (revealing them upon appeal), negating any diversity" claims, and that Jordan had not only plausibly pled the sum" of remedies in excess of $75K" (without consideration for the immeasurable" benefits), but she had produced Verizon branded documents which attested to the same. Judge Lynch did not reveal his bias openly until his Final Judgment" ambush, dismissing the Amended Complaint with prejudice" to help Verizon evade liability for its willful violation. In his Opinion, the Judge declared that the only conclusion the Court can draw...is that the value" at issue lies not in damages arising from the failure to be debriefed but in what plaintiff anticipates her claims would be worth if the Court vacat(es) the Settlement Agreement in its entirety. But Plaintiff cannot wield the lack of an

exit interview that has no shred of value in of itself...". A moot point.

Judge Pooler implicitly recognized that not only had Judge Lynch abused his discretion" by rendering an Opinion on a case where he clearly had an ingoing bias, and speculating about the value of the damages (pre-empting expert valuation), but that the federal judge, like his colleague Judge Scheindlin, had manipulated evidence and law to force an outcome, obviously with the intent of doling out another favor to another corporate violator of Federal and State Law. However, instead of performing the necessary de novo" review that Appellant Jordan advised was necessary to reviewing her appeal, Judge Pooler handed off the case to Judge Raggi who handed it off to a staff attorney. I am deeply disappointed that Judge Pooler, who is a jurist of formidable intellect, would stoop to such manipulative behavior", Jordan stated. But if there is another deal in the works here, as it certainly appears, there may be some more names added to the Defendants list on the Obstruction of Justice case".

In the Original decision which was rendered to support a Mandate" only weeks after the Oral Argument (pre-empting Jordan s due process right to object), the Pooler panel cited case law (Scherer v. Equitable Life 347 F. 3d 394 (2003) that it asserted supported Verizon s faux defense of Subject Matter Jurisdiction" , when in fact the case presented a standard of review that argued [against/i] Verizon s argument. As Jordan stated in her Brief As evident from the well crafted [Scherer/i] case, the burden for proving Subject Matter Jurisdiction is not on Appellant to prove the value" of the terms of the Agreement but one the opposing (moving) party faces as face of the complaint rebuttal presumption" where it must show to a legal certainty" that the amount in controversy does NOT meet the jurisdictional requirement. Appellee Verizon provided no such evidence...". Jordan claimed that Verizon anticipatorily repudiated" the Settlement Agreement which [de facto/i] was proven by Verizon s admission that it refused to reschedule the Exit Interview. Jordan has argued that this willful failure was fatal" and that the evidence of Verizon s bad faith (implied covenant of good faith/ fair dealing in all NY Contracts) was a material and willful breach of an Executory Accord" and hence fatal, requiring dissolution of the contract in toto".

As Jordan argued in her brief citing [Met Life v. Noble (84 2d 430 1994/i]) the New York Court of Appeals found [The necessary theory of the complaint of breach of contract may be so intended and planned, so purposely fitted to time and circumstance and conditions so interwoven into a scheme of oppression and fraud, so made to set in motion innocent causes which otherwise would not operate, as to cease to be a mere breach of contract and become in its association with the attendant circumstances, a tortuous and wrongful fact of omission/i]".

Appellant Jordan believes the Second Circuit is foolish" to believe it can circumvent hearing cases where judicial misconduct is operative, or cherry pick" cases where a systematic circumvention of an entire class of people is operative (Pro Se litigants). [The Amended Complaint plausibly pled facts that disposed of both the diversity and SMJ defenses and hence survived the MTD challenge. The District Court failed to arrive at this finding because of its indisputable bias and application of the incorrect legal standard. Hence the Second Circuit should have conducted the necessary de novo" review of the Record/i]". Jordan asserted.

As for Verizon s latest scheme to circumvent responsibility for its misconduct, Jordan promises that the repeat violator" will be held accountable. [Verizon is the text book example of a Corporation which has repeatedly flaunted Federal and State Laws and been rewarded for doing so by corrupt and incompetent judges. They failed to enforce a Zero Tolerance" Discrimination Policy or honor Erisa contracts, the latter of which they have multiple litigations, but there are also willful attempts at deception by this employer: Omitting the word" Disabled" from their Codes of Conduct, fixing" discrimination cases so that they never get to trial, authorizing outside counsel to deploy onerous and unlawful tactics to circumvent the Law (like forging an eight year litigation against a disabled woman and using coercion and blackmail to

force her off the payroll). They are one of the most aggressive litigators and abusers of the legal system, yet ironically libel their legal adversaries as vexatious". When you have that kind of defiant and persistent flaunting, it always emanates from the Chief Executive s Office"/i], an End-JRN spokesperson stated. Ironically, judges reviewing discrimination cases never scrutinize the [employer s/i] track record in EEO. They put all the emphasize on blam(ing) the victim". It s like the last 40 years of Civil Rights advances never happened", Jordan anguished.
There is a clear price for the failure of our Judges to enforce discrimination laws. Litigant's can literally lose their lives while waiting for decisions.. Corporate violators like Verizon see this failure as a sign of weakness by the Judiciary and only perpetuate and escalate avoidance of compliance. They will refuse to hire Women, Minorities and Disabled persons for executive positions or compensate them equally with their white male non- disabled counterparts. Verizon did just this after Judge Scheindlin and Judge Lynch acted to fix" the Jordan discrimination case and cover up the Breach of Settlement. Until this past week, Verizon hired an inner circle of all white male executives :
http://www22.verizon.com/onecms/LeadershipTeam/BiosAndPictures/BiosAndPictures.htm

END-JRN predicts any fixes will be temporary and that once the light is turned off of them, that they will resume their discriminatory practices. This is the price we pay for weak leadership and corrupt judges in the Judiciary". However JRN will not accept these offensive and unlawful Conspiracies where justice is bought and sold and exemptions" are doled out like papal dispensations. The predicate that a judge will be immune" from liability no matter how outrageous their conduct or how much they abuse their discretion and act outside their jurisdiction is simply delusional." Jordan warned."As for Pooler, "She's clearly pitching for the Conservative agenda".

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