

United States of America V. Jason D. Gandy

No:4:12-CR-503

(Motion to Provide Grand Jury Transcript)

FACTS:

I got convicted in July 2018 and indicted in 2012, 2014, and 2018. The Grand Jury that indicted me has long been convened and discharged.

AUTHORITY:

The Grand Jury Secrecy Argument no longer applies. "After the Grand Jury functions have ended, disclosure is wholly proper where the ends of justice require it." U.S. V. Socony-Vacuum Oil Co. 310 US 150, 234 (1940).

I believe my illegally obtained statements were used to indict me. This creates additional grounds to dismiss my indictments which I need for motions I'm filing to the appeals court in the 5th circuit.

Michael Cooper V. Clarence Dupnik. U.S. Ct. of Appeals 9th Cir.. 963 F.2d 1220; Lexis 8831 from 5-5-92:

Immunity Does not shield deliberate Constitutional violations. My right to remain silent was breached and due process violated with physical and psychological coercion.

REASONS I NEED MY GRAND JURY TRANSCRIPTS AND WHY A MAGISTRATE IS NEEDED:

Since January 2019, I have been writing Rosenthal to ask why she allowed my paid to go to trial lawyers to quit.

This I believe gave her the idea to seal that hearing (DE#98 on 4-27-17). I finally got the transcripts to DE#98 and I'm now requesting the audio recording of it. On pg. 8 Rosenthal says "Since there was no suppression hearing that had to be pursued, I believe that was --- once the Government said it was not going to use that evidence, that took care of the need to pursue that motion." This is terrible legal advice and not true do the following:

MY ILLEGALLY OBTAINED STATEMENTS FROM 7-20-12 WERE USED IN:

1. My indictment
2. My 7-25-12 bond hearing
3. News Media
4. The 7-20-12 interrogation of K.V.

5. To obtain illegally a picture from my home which was illegally used to coerce K.V. and talked to about to his family.

Therefore:

DE#34 and 46 (sealed to keep me and the public in the dark) were NOT "Moot" issues! On 3-31-25 Rosenthal finally responded to my many motions to unseal DE#98. Pg. 2 #4 of Rosenthal's "Order on motion to unseal court records" says: "...The following he requested to have unsealed were not filed under seal."

#98 is listed. This is a false statement.

To prove the above quote by Rosenthal is a lie (Fraud on the CT, harmed me and destroys public confidence in the judicial process):

1. My mother, Julie Gandy in DE#277 properly requested DE#98 on 1-5-24. Julie also has email proof from Rosenthal's clerks and the court reporter for DE#98, Kathy Metzger, who said that Rosenthal sealed DE#98 "Ex Parte" and told Julie only Rosenthal can unseal it.
2. Please read my "Rough Draft" and "Almost Final" version of my Judicial Misconduct Complaint to the Appeals Ct to see my due diligence in trying to get DE#98.
3. DE#239 from 2-3-21 only says "Letter," yet I point out structural Constitutional defects/errors caused by Rosenthal. DE#98 was the missing link in my legal work during my direct and 2255 appeal. Please read DE#239.

Ask yourself, why would Rosenthal need to lie by saying DE#98 was not sealed? I nearly died during trial on 7-20-18 and my appeal lawyers probably think I'm mentally ill. So sealing and disguising my docket sheet was a success for Rosenthal. It kept my 50k Direct and 37k 2255 lawyers from seeing what was in DE#98 and "Sealed event" DE#46, for example.

COMPARE DE#98 "Quitting Hearing" WITH DE#141 "Speedy Trial Denial based on a lie."

1. DE#98 on 4-27-17 pg.. 6 Rosenthal proves she was not aware I opposed Flood quitting by asking (line 15): "Was there opposition to any of them by Mr. Gandy." Mr. Cogdell responds (line 17): "I don't know."
2. Pg. 6 My paid trial lawyer, Ms. DeBorde points out Rosenthal's pattern of letting my fully paid for trial lawyers to quit without asking me if it's ok, and then making the docket look like I agreed. (line 19): "I am looking at Mr. Flood's motion to withdraw on the docking sheet. It indicates that it was unopposed, and it was the day after I filed a notice of appearance..."
3. Pg. 7 Line 9-21 I tell Rosenthal that "... I did oppose him quitting." Rosenthal does not say sorry or even acknowledge her structural constitutional error.

4. Pg. 9 Line 10 I say "I would like them to stay on the case."

line 16 "I believe they still could represent me. I think they're just frustrated because I wasn't willing to negotiate a plea--"

5. Pg. 10 Line 11 Rosenthal says "In order for you to proceed with these good lawyers as your lawyers, and they are good lawyers--"

Line 13 I say "I agree"

Line 14-23 Rosenthal says I need to listen to Cogdell and DeBorde not jailhouse lawyers etc. Which to me sounds like Rosenthal is telling me I need to do what they want and plead guilty.

6. Pg. 13 Line 2-9 I tell Rosenthal "I paid them to go to trial... if they want to quit, I should get my money back..."

Line 10-12 Rosenthal says "You also agreed to engage in a particular way with respect to their professional services and I gather that --."

Did Rosenthal read my contract with them? Nowhere does it say I'm supposed to engage in a particular way with respect to their professional services? I got ignored because I refused to sign a plea. I did nothing wrong!

Line 16-20 I say that I wanted Cogdell and DeBorde "to please help me with my defense" and "At one point it went one year without visiting.."

line 21-22 Rosenthal turns my lawyers' mistreatment of me via no prep for trial or visits into their benefit by allowing them to quit when she said "Well, you're making it even more clear why the relationship can't succeed and --"

I interrupted on Line 23 "But is it my fault that they don't visit me?"

Rosenthal Line 25 "This is not a question of fault."

7. Pg. 14 Line 2 Rosenthal says "This is a question of fact. Can the relationship which does require cooperation, trust, and good faith on both sides, can it go forward on that basis, and I don't believe it can, based on what I'm seeing and hearing on both sides. I will let you work out whatever financial consequences result..."

Rosenthal's decision cost me 75 thousand U.S. dollars for Cogdell, 30 thousand U.S. dollars for Flood, and 65 thousand U.S. dollars for DeBorde. If America were to poll every locked up pre trial inmate with a sex crime who paid their lawyers all their money up front for trial, I have no doubt most lawyers do the same thing: Take your money and do as little as a judge will let them get away with. This is illegal and against the 6th Amendment.

NOW LOOK AT DE#141 from 7-9-18, THE SPEEDY TRIAL HEARING TRANSCRIPTS:

Pg. 31 Line 15 Rosenthal says "... but the record seems to indicate that he fired them." This false claim that I fired my lawyers was the basis for denying a deserving dismissal of count 1 due to a 6 year delay caused by Judge Rosenthal not following the Constitution.

CONCLUSION

Please read #2 and #5 of Rosenthal's 3-31-25 "Order on Motion to Unseal Court Records" which says Julie Gandy (my mother) can file a DKT 13 Transcript order request form for TRANSCRIPTS of hearings not already on file with the court. Are the Grand Jury transcripts already on file? The Docket Sheet seems to indicate that they are:

1. DE#11 on 8-15-12 says "Indictment... on file under seal with the clerk"
2. DE#60 on 9-17-14 says "Superseding Indictment... on file under seal with the clerk"
3. DE#115 on 2-15-18 says "Superseding Indictment... on file under seal with the clerk"

The above deliberate Constitutional violations in my case, God willing, will cause the clerk or magistrate reading this motion to forward this to a Conviction Integrity Unit, Criminal.Division@usdoj.gov, or Office of Inspector General. A January 2018 Houston Chronicle article by Gabrielle Banks titled "Rosenthal rules federal courts in Houston with firm hand" pg. 4 quotes 45 year veteran attorney John O'Neil saying Rosenthal is "deeply at war with both the text of the Constitution and many years of Supreme Ct precedent."