

Orig

No. _____

19-6494

IN THE

SUPREME COURT OF THE UNITED STATES

(WALTER L. STATEN, et al)

ORIGINAL

SANDRA J. STATEN, individually and in her capacity

As the personal representative of the Estate of Walter Lee Staten, Sr.

— PETITIONER

(Your Name)

vs.

D.R. HORTON INC.

— RESPONDENT(S)

FILED
OCT 30 2019
OFFICE OF THE CLERK
SUPREME COURT, U.S.

10

**ON PETITION FOR A WRIT OF CERTIORARI TO
UNITED STATES COURT OF APPEALS FOR THE ELEVENTH
CIRCUIT**

No.: 18-13883-DD

(NAME OF COURT THAT LAST RULED ON MERITS OF YOUR CASE)

PETITION FOR WRIT OF CERTIORARI

Sandra J. Staten

(Your Name)

P.O. Box 605

(Address)

Fultondale, Alabama 35068

(City, State, Zip Code)

(205) 382-3836

(Phone Number)

QUESTION(S) PRESENTED

1. Whether due process was afforded to the Petitioner in this cause under the Fair Housing Act and under Code 15 U.S. Code § 1691, know as the Credit Opportunity Act, as well as, 28 U.S.C. § 1343(a); which seeks to ensure protection of, and to redress the deprivation of, all the rights secured by the Fair housing Act: further bolstered by the subsequent laws that are afforded to all Veterans through special benefits allotted by and approved through the Federal Government; which also must prevail in the enhancement of this Petitioner's relief as a 28-year Veteran of the United States Air Force; who was unlawfully denied the privilege to purchase the house they had chosen and qualified for under the laws of these United States of America, but openly was sold to a single white female instead.
2. Whether it is lawful and unjust to ignore all facts of discriminatory practices against Veteran and citizens of color in this undisputable discrimination cases, and grant an overall reprieve for those that are guilty.

LIST OF PARTIES

☒ All parties appear in the caption of the case on the cover.

☐ All parties do not appear in the caption of the case on the cover. A list of all parties to the proceeding in the court whose judgment is the subject of this petition is as follows.

RELATED CASES

EEOC filed suit in the U.S. District Court for the Western District of Washington under Case No.: CO9-1383-RSM against D.R. Horton, Inc.... The EEOC San Francisco Regional Attorney William R. Tamayo noted, which is extremely significant concerning D.R. Horton's discrimination policies and practices: "It is shocking that a company of this size would have a policy so rigid, one that fails to consider it's obligations under the (discrimination) law..... "

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APPENDIX A	UNITED STATES COURT OF APPEAL FOR THE ELEVENTH CIRCUIT No. 18-13883-DD Dated filed: 08/02/2019 Construed as “Motion for Reconsideration”
APPENDIX B	UNITED STATES COURT OF APPEAL FOR THE ELEVENTH CIRCUIT No. 8-13883-DD Date Filed: 04/03/2019 ORDER TO SHOW CAUSE for the Estate of Walter Lee

Staten to be substituted as a party on appeal.

APPENDIX C

**UNITED STATES DISTRICT COURT FOR THE NORTHERN
DISTRICT OF ALABAMA SOUTHERN DIVISION
CASE NO.: 2:17-CV-00376-SGC
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APPENDIX D

PERTITONER'S EXHIBITS IN PERTINENT PART

1. Petitioner's Contract with D.R. Horton /Myra Powe August 8, 2015.
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7. Walter L. Staten Eligibility from Embrace Home Loans
8. D.R. Horton Insurance Agency Coverage for 9318 Doss Ferry Lane for the Staten's
9. Letter from D.R. Horton requesting Staten's to cancel their house contract within 5 business days dated October 1, 2015.
10. D.R. Horton Inc. signed contract with Jennifer Day on October 7, 2015 for the house located at 9318 Doss Ferry Lane Kimberly, Alabama 35091.

TABLE OF AUTHORITIES CITED

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IN THE
SUPREME COURT OF THE UNITED STATES

PETITION FOR WRIT OF CERTIORARI

Petitioner respectfully prays that a writ of certiorari issue to review the judgment below.

OPINIONS BELOW

☒ For cases from **federal courts**:

The opinion of the United States court of appeals appears at Appendix A to the petition and is

☐ reported at _____; or,
☐ has been designated for publication but is not yet reported; or,
☒ is unpublished.

The opinion of the United States district court appears at Appendix _____ to the petition and is

☐ reported at _____; or,
☐ has been designated for publication but is not yet reported; or,
☐ is unpublished.

☐ For cases from **state courts**:

The opinion of the highest state court to review the merits appears at Appendix _____ to the petition and is

☐ reported at _____; or,
☐ has been designated for publication but is not yet reported; or,
☐ is unpublished.

The opinion of the _____ court appears at Appendix _____ to the petition and is

☐ reported at _____; or,
☐ has been designated for publication but is not yet reported; or,
☐ is unpublished.

JURISDICTION

☒ For cases from **federal courts**:

The date on which the United States Court of Appeals decided my case was June 14, 2019.

☐ No petition for rehearing was timely filed in my case.

☒ A timely petition for rehearing was denied by the United States Court of Appeals on the following date: 08/02/2019, and a copy of the order denying rehearing appears at Appendix A.

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

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

☐ For cases from **state courts**:

The date on which the highest state court decided my case was _____.
A copy of that decision appears at Appendix _____.

☐ A timely petition for rehearing was thereafter denied on the following date: _____, and a copy of the order denying rehearing appears at Appendix _____.

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

The jurisdiction of this Court is invoked under 28 U. S. C. § 1257(a).

CONSTITUTIONAL AND STATUTORY PROVISIONS INVOLVED

The Supreme Court upon appeal from the United States Court of Appeals for the Eleventh Circuit must independently determine the foregoing questions in this cause in accordance with the following statutes and citations. Cases such as this cause shed light on discriminatory situations, which have been decided under Title VII of the Civil Rights Act of 1968, the Fair Housing Act 42 U.S.C. § 3601 and 3604 et seq., may also be instructive regarding the disparate impact analysis under Title VI.

indicative of the Proven Discrimination – Disparate impact, which is readily seen in this particular cause; it is of the utmost importance to reiterate: “No Person in the United States shall on the grounds of race, color, or national origin; be excluded from participating in; be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal Financial Assistance.”

The Supreme Court also have held that Title VI adopts the Fourteenth Amendment Standards, which have been proven throughout this cause, and the Petitioners rely upon their proof as seen under: Regents of the Univ. of Cal. v. Bakke, 438 U.S. 265, 412-18 (1978); and generally, the Title VII Standard of proof for disparate impact. See, Guardians Association v. Civil Service Commission of the City of New York, 463 U.S. 582, 639 (1983); Elston v. Talladega City Board of Education, 997 F.2d 1394 1405n.11, 1407n.14 (11th Cir. 1993)(See, infra, Section V. ch 1).

Accordingly, cases under these constitutional and statutory provisions of Title VII, may shed light on cases such as this cause, which was originally brought pursuant to 42 U.S.C. §3604, et seq., and 15 U.S. Code in this particular situation giving rise to overturn the lower Court's Order's to regain justice under the prevailing statutes and provisions in accordance with this Honorable Court's Jurisdictions.

STATEMENT OF THE CASE

 This case is authorized and instituted pursuant to 42 U.S.C. § 3604, et. Seq., know as the Fair Housing Act; and 15 U.S. Code §1691, known as the Equal Credit Opportunity Act. The Petitioners, Walter L. Staten, Sr. and his wife Sandra J. Staten entered into a legal and binding contract for a real estate purchase with D.R. Horton on August 8, 2015. The contract indicated that it was for a loan that was to be pursued through the Department of Veterans Affairs, a VA Home Loan, through D.R. Horton Inc., Birmingham Office.

The two-story brick, two car garage brick home was located at 9318 Doss Ferry Lane, Kimberly, Alabama 35091, Jefferson County. The Petitioners did disclose their photo identifications and all the necessary information to proceed with their purchase. Sandra J. Staten was employed as a nurse with a comfortable nurses' salary; while, Walter L. Staten was retired from the Military and from AT &T with an approximate \$4,000 a month income.

Walter L. Staten disclosed his DD-214 forms, as well as his pre-qualifications papers for purchasing the home. The sum of \$2099.00 was paid as Earnest

Money, postdated by check number 197 for August 22, 2015. D.R. Horton Inc., Birmingham did not cash the Staten's check until September 17, 2015, through their account with Compass Bank account. D.R. Horton Insurance Agency congratulated the Petitioners, Walter L. Staten and Sandra J. Staten on their purchase of the home on August 14, 2015, and insured the property for an Annual premium of \$836.00, which is attached under Appendix D herein, along with other pertinent evidence to bolster the facts of this cause.

Walter L. Staten is said to have had a middle score with the three credit Bureaus of 649 during this time. The Department of Veterans Affairs approval for VA Housing Loans was "620" in 2015. The Petitioners, Walter L. Staten and Sandra J. Staten should not have had any worries to prevent them from moving into the house of their dreams. When they called to check on the process with the agents that they were using through D.R. Horton in September 2015; they, Mya Powe and Jim Bryant both told them that they would be able to finalize the sale on their home in October 2015.

On October 1, 2015, the Petitioners, Walter L. Staten and Sandra J. Staten were mailed the letter which is attached under Appendix by Sales Specialist Mya Powe which stated: "Dear Mr. Walter Staten & Mrs. Sandra Staten: Thank you for

choosing D.R. Horton to assist you in the purchase of your new home in Doss Ferry. We do regret that we are unable to deliver a home to you at this time. Enclosed please find a copy of the cancellation form used to end our legal purchase of the property located at 9318 Doss Ferry Lane, Kimberly, Al 35091. We are required to sign this form and return it to our main office within five (5) business days. When this form is signed and returned, we will be able to further process any earnest money that may be due. DR Horton 2188 Parkway Lake Drive Ste 200 Hoover, Al 35244 we would like the opportunity to work with you in the future should your situation change. Please contact me with any questions that you may have? Sincerely, Myra Powe New Sales Specialist DR Horton Homes."

It is reflective in the Petitioners original "Termination and Release Agreement" that the only thing or reason checked on the release was to refund the Petitioners monies: \$2099.00. The Termination and Release Agreement form is also dated October 1, 2015. As reflected in the letter from Myra Powe to the Petitioners, DR Horton needed the signed termination agreement back from them within five (5) business days. However, amicus is proven herein, because, in exactly six (6) days, after they requested the Petitioners, Walter L. Staten and

Sandra J. Staten to sign their termination agreement, a new contract was signed by Jennifer Day on October 7, 2015, a single white female. Further proof of amicus and disparate treatment is shown when D.R. Horton wrote the contract for Walter and Sandra Staten in the amount of \$217,000.00 for the sale of the same house and sold it with all of the same features to the single Caucasian (White) female for the sum of \$201,500.00. In less than seven days from October 1, 2015, the Respondents sold the same house to the single Caucasian female for \$15,500.00 less than it was contracted for the Petitioners.

For D.R. Horton to refuse to sell to the Petitioners, Walter L. Staten and Sandra J. Staten after they had received a bona fide offer, or to refuse to even negotiate the sale of a house to them and claim that even with Walter L. Staten's VA status for a Loan that they were still refusing or denying them the opportunity to purchase is discriminatory, and Unlawful under Alabama Code §24-8-4.

REASON FOR GRANTING THE PETITION

The Fair Housing Act makes it unlawful to refuse to sell or rent after being made a bona fide offer, or to refuse to negotiate for the sale or rental, as well as to otherwise deny and or make unavailable a dwelling to any person because of their race, color, religion, sex, familiar status, or national origin. The Respondents purposefully and wantonly denied the Petitioners these rights which within itself is reason enough for granting this petition. However, they further perpetrated open discrimination by and through the following acts.

Waiter L. Staten had served this country diligently for 28 years and retired from the United States Air Force Honorably. He had gone through all the necessary steps needed to apply for a loan through these Respondents. VA loans are defined and clarified by the following remarks to bolster the reason for granting this petition. The lenders, which in this cause was D. R. Horton, the Respondents, to make certifications to induce the Department of Veterans Affairs to issue a Certificate of Committee to guarantee the subject loan or a loan Guaranty Certificate under Title 38 of the U. S. Code; or to induce the Department of Housing and Urban Development – Fair Housing Commissioner to Insurance

Certificate under the National Housing Act.

Walter L. Staten properly and promptly submitted his DD-214 to the Respondents D.R. Horton during the process of purchasing the house located at 9318 Doss Ferry Lane, Kimberly, Alabama 35091. Another reason for granting this petition is further booster under Appendix D, as we review the canceled check for the Petitioner Earnest Money.

EEOC filed suit in the U.S. District Court for the Western District of Washington under Case No.: CO9-1383-RSM against D.R. Horton, Inc.... The EEOC San Francisco Regional Attorney William R. Tamayo noted, which is extremely significant concerning D.R. Horton's discrimination policies and practices: "It is shocking that a company of this size would have a policy so rigid, one that fails to consider it's obligations under the (discrimination) law..... " These Respondents do not fear discrimination, nor do they fear the consequences of openly discriminating. They believe that they can manipulate the courts and people in high positions to do what ever they deem fit without having to show any remorse or any responsibility.

In less than a week after the Respondents sent the Petitioners a letter to get them out of the contract with their incorporation, they already had a signed contract with Jennifer Day.

The bottom line is these Respondents took back the house that was to be sold to the Petitioners (Walter L. Staten, who was a 28-year Retired Air Force Veteran), after they had cashed their check and had drawn interest off it for several months. Sold the same house to a single Caucasian (White) female for \$15,500.00 less, on October 7, 2015, exactly six (6) days after they had written the letter to the Petitioners telling them that they had five (5) days to signed and agreement with them to void their contract on the house. These Respondents used discriminatory practices to breach their contract with the Petitioners.

Several governmental contract are being used by D.R. Horton Inc. in several different states throughout the United States. This Incorporation can not be allowed to commit Housing Discrimination without any means of punishment, otherwise, this company, which is already well known for its discriminatory practice shall continue during the same.

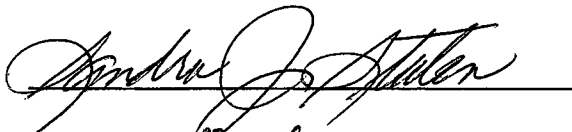
RELIEF SOUGHT

The Petitioner request that this Honorable demand the refund to the Estate of Walter L. Staten for the \$2099.00 Earnest Money paid on August 8, 2021 with interest rates comparable to those of the IRS to date. The Petitioners also request this Honorable Court demand payment to the Petitioners for the cost it would take to build a house with those same features on this date which would most likely exceed the \$217,000.00 charge that was attached to the house at 9318 Doss Ferry Lane, Kimberly Alabama in the Petitioners contract. Finally, the Petitioners request this Honorable Court demand punitive damages to be accessed in an amount not less than \$2,000,000.00 for the discriminatory and fraudulent factors attached with this cause.

CONCLUSION

The petition for a writ of certiorari should be granted.

Respectfully submitted,



Date: 