

JUN 24 2021

OFFICE OF THE CLERK

No. 21-5189IN THE
SUPREME COURT OF THE UNITED STATESGary Hatter — PETITIONER
(Your Name)

vs.

Gloria Williams, et.al — RESPONDENT(S)

ON PETITION FOR A WRIT OF CERTIORARI TO

United States Court of Appeals for the Seventh Circuit
(NAME OF COURT THAT LAST RULED ON MERITS OF YOUR CASE)

PETITION FOR WRIT OF CERTIORARI

Gary Hatter
(Your Name)P.O. Box 1033
(Address)Mahomet, IL. 61853
(City, State, Zip Code)(217) 898-9824
(Phone Number)**ORIGINAL**

LIST OF PARTIES

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

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

Gloria Williams,
Edward Bland,
Housing Authority of Champaign County

RELATED CASES

Documents Attached below.

Appendix A,

Appendix B

Questions for the Supreme Court

1. Did granting a Summary Judgment violate my Seventh Amendment rights to a trial by jury as this was my request and my constitutional right as a US Citizen who filed a suit of Common Law, with a value exceeding twenty dollars?
2. If Summary Judgments aren't unconstitutional, why has the Seventh Amendment never been ratified to eliminate this constitutional right of US Citizens?
3. Should Summary Judgments be a way for an attorney to win over a Pro Se due to a fundamental misunderstanding of the rules of Civil Procedure? In my case, both lower courts stated I didn't completely follow the Rules of Civil Procedures and due to this misunderstanding of how to put a Summary Judgment response together, the lower courts used the defendants' evidence and testimony and disregarded mine.
4. Once a Summary Judgment is granted, should that automatically eliminate all evidence of the case not entered into the Summary Judgment?
5. Should a Pro Se always lose in a Summary Judgment against an attorney due to technical errors that eliminates the Pro Se's evidence and factual arguments of their case?
6. Is a genuine issue of material fact, a fact that if in favor of a plaintiff or defendant can cause a jury to rule in their favor, be a fact that should defeat a motion for summary judgment?
7. Should one genuine issue of material fact such as failing to grant me proper Procedural Due Process, be enough reasoning for the District Court to deny a motion for summary judgment and allow a case to go to a trial by jury?

8. Should the United States District Court Judge have granted a motion for summary judgment after a court date for trial had already been set?
9. If an attorney who has been given all of the evidence through disclosure and discovery doesn't think they can win a lawsuit in a trial by jury, should a Summary Judgment allow them to terminate a case before a trial by jury?
10. Can a Procedural Due Process violation should be enough to defeat a motion for summary judgment and allow a case to proceed to trial?
11. When a plaintiff proves a defendants Affidavit has lies within the text and the plaintiff has proved those lies to be untrue, should the lower court allow the defendants to retract their statement in a sworn Affidavit and still review other facts within the same Affidavit as factual?
12. 24 CFR §982.554(b)(1) states that an informal hearing can't be conducted by any persons other than the one who made or approved the decision under review. Can the Executive Director that approved the termination of my assistance, qualify as a proper informal hearing officer by Law which is a direct statute violation?
13. If 24 CFR §982.554(b)(1) is violated and proven to be violated through evidence, should the lower court have allowed this informal hearing to be approved in terminating a participants housing voucher? Would this also violate a participants Procedural Due Process?
14. If a Housing Authority adopts laws through the United States Housing of Urban Development (HUD) called their Administrative Plan as required, and the Housing Authority

fails to follow procedural steps that were crucial to completing an investigation, would this violate a participants Procedural Due Process?

15. How many Procedural Due Process violations should a lower court allow before denying a motion for summary judgment?

16. Can the lower Courts allow a Housing Authority to terminate a disabled participants' voucher for Fraud, when Fraud by its own definition wasn't committed? To Commit Fraud, you must have financial or personal gain, and in my evidence, I have shown I received exactly what I was entitled to through the program, and not a penny more.

17. Does me taking out a loan and giving the money to my son to purchase a house for himself and him paying the loan off monthly, constitute my ownership of the property as the defendants and both Lower Courts claim?

18. Does demanding a totally disabled housing participant get a Dr.'s note to validate a reasonable accommodation request, even though that participant had already been granted a reasonable accommodation on the program previously, constitute disability discrimination under section 504 of the Fair Housing Act?

19. Should a lower court allow an attorney to eliminate questions proposed for a deposition of their defendants, but not grant a plaintiff the same equalities? The lower court allowed the defendants to reduce 131 questions I wrote for a deposition of a defendant, down to 9 questions. Those 9 questions weren't relevant to major fact finding, which in turn prevented me from obtaining a deposition from a key witness.

20. Does the Eleventh Amendment provide (HUD) employee's immunity from lawsuits? The United States District Court wouldn't accept my lawsuit until I removed Ben Carson and Amanda Motyka, both HUD employee's, from my lawsuit.

21. Should violating two Constitutional rights, Seventh and Fourteenth Amendments, be enough for my case to be reviewed?

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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 B 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 January 28, 2021.

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: _____, 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. § 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

Seventh Amendment: "In Suits at common law, where the value in controversy shall exceed twenty dollars, the right of trial by jury shall be preserved, and no fact tried by a jury, shall be otherwise re-examined in any Court of the United States, than according to the rules of common law."

Fourteenth Amendment: "All persons born or naturalized in the United States and subject to the jurisdiction thereof, are citizens of the United States and of the State wherein they reside. No State shall make or enforce any law which shall abridge the privileges or immunities of citizens of the United States; nor shall any State deprive any person of life, liberty, or property, without due process of law; nor deny to any person within its jurisdiction the equal protection of the laws."

2015 HACC Administrative Plan Rule 19.5: "If the HACC determines that an allegation may be true, further investigation will be undertaken. The HACC will discuss the allegation (or details thereof) with the Head of Household or family members by scheduling an appointment at the appropriate HACC office. At the conclusion of the investigative review, HACC will determine whether a violation has occurred, a violation has not occurred, or if the facts are inconclusive. If it is determined that a program violation has occurred, the HACC will review the facts to determine:

- ② The type of violation (procedural, non-compliance, fraud);
- ② Whether the violation was intentional or unintentional;
- ② What amount of money (if any) is owed by the family; and,
- ② If the family is eligible for continued occupancy."

2015 HACC Administrative Plan Rule 19.6: "Once a program violation has been documented, HACC will take the appropriate action including proposed termination of assistance and other legal action as described in this plan."

24 C.F.R. § 982.516(a)(3)(ii): "a PHA must obtain third-party verification of all family assets every 3 years".

24 C.F.R. § 982.555(c)(2)(i): "Contain a brief statement of reasons for the decision,"

24 CFR § 982.555(e)(4)(i): "The hearing may be conducted by any person or persons designated by the PHA, other than a person who made or approved the decision under review or a subordinate of this person."

*

Fair Housing Act of 1968 42 U.S.C. §§ 3601-19: "individuals filing a complaint have one year from the last date of the alleged discrimination to file a complaint."

Statements of Case

I was approved a housing choice voucher and a reasonable accommodation for a 2nd bedroom in 1993 through the Housing Authority of Champaign County (Hereinafter - HACC). I had my voucher from 1993 through 2015 with no problems and never an issue.

On April 19, 2004 I took out a loan from CitiFinancial and gave the money to my son to purchase a property in Covington, IN. My son was 22 years old and had no established credit and wasn't able to get the loan for himself. After I secured the loan and gave my son the money to purchase this house for himself, he and I wrote up a document that stated he would pay the loan monthly and would be responsible for maintaining the loan. I also contacted my then caseworker at the HACC and informed her of this transaction. She stated that was completely legal and no different than me taking out a loan to buy a car for my kids as a lot of parents do this. She also stated that I need to make sure I put the house in my sons' name so the HACC wouldn't count this as my asset. The house was put in my sons' name (Gary Hatter Jr.) once he purchased the house using the money from the loan. Furthering the evidence to support her statement is 24 C.F.R. § 982.516(a)(3)(ii) "a PHA must obtain third-party verification of all family assets every 3 years". Since my caseworkers in 2007, 2010 & 2013 didn't question this loan on my credit report when they ran their verifications as required by law, then what my 2004 caseworker stated as fact, seemed correct. I have stated I didn't own a real estate

property every year since 2004 and none of these required by law verifications were ever brought up as incorrect.

Then in 2015, the new Deputy Director of the HACC decided she would tell me if I didn't get another reasonable accommodation, I was going to be forced to move in to a 1-bedroom apartment. When I confronted Gloria Williams with the question of why I needed to get a new reasonable accommodation when I was already approved, and I have been a fully disabled person since 1979 which means my status of needing the extra bedroom will not change, Williams told me she was the boss and the HACC was putting all single participants in 1-bedroom units. Gloria Williams even asking for me to get a new reasonable accommodation approved by a doctor, was the first disability discrimination that I encountered.

On June 23rd, 2015 Gloria Williams claims she pulled my credit report due to the HACC receiving a tip that I didn't live in my apartment. The interesting thought of this was I met with Gloria Williams, just the day before on June 22nd, for my recertification, and she never mentioned any accusations of me not living in my apartment.

June 24th, 2015 Gloria Williams received the aforementioned loan agreement from CitiFinancial for a mortgage on a house in Indiana. Gloria Williams didn't follow the rules in the 2015 HACC Administrative Plan rule 19.4, 19.5 or 19.6 as required by law because she neglected to discuss any issues about this house with me, Head of Household, prior to proposed termination and avoided discussing anything with my son to try and find out if there was anything that was illegally done. "Administrative agencies must generally follow their own rules as written, without making ad hoc exceptions or departures from these rules when

adjudicating. *Mattoon Community Unit School District No. 2 v. Illinois Educational Labor Relations Board*, 193 Ill. App. 3d 875, 881 (1990); "When an administrative agency has adopted rules and regulations under its statutory authority for carrying out its duties, the agency is bound by those rules and regulations and cannot arbitrarily disregard them." *Springwood Associates v. Health Facilities Planning Board*, 269 Ill. App. 3d 944, 948 (1995). In summary, the HACC's failure to comply with its own administrative plan removed my procedural safeguard relied upon by tenants like me and resulted in a deprivation of my due process. Gloria Williams never requested or attempted to talk to my son who owns this house, ever. The HACC violated my due process rights within the *Fourteenth Amendment of the United States Constitution* "nor shall any State deprive any person of life, liberty, or property, without due process of law."

Between June 22nd and June 29th, Gloria Williams researched my recertification documentation and ultimately approved my recertification on June 29th, 2015. During this investigation, Williams received the mortgage loan documents (June 24th) and my recertification documents (June 22nd) which stated I didn't own real estate and even though this seemed like a discrepancy (HACC claims I lied on my form), Williams still approved my recertification on June 29th, 2015.

July 13th, 2015 Gloria Williams sent me a letter stating I was being terminated due to having a mortgage loan and lying on my recertification forms. She had both of these documents prior to approving my recertification on June 29th. This was a definite example of the retaliation I faced. Gloria Williams approved me for not doing anything wrong, then 2 weeks later she proposed termination for the same thing she had already approved me with.

As a side note, if I didn't live in my apartment, I wouldn't have received this letter in the mail that was sent to my apartment.

Williams proposed termination of my Housing Choice Voucher on July 13, 2015, without following proper procedural due process as outlined in the 2015 HACC Administrative Plan rules 19.4, 19.5 & 19.6. "Pursuant to HUD regulations, HACC was required to establish an administrative plan for its program (24 C.F.R. § 982.54(a) (2013)) and to "administer the program in accordance with [its] administrative plan" (24 C.F.R. § 982.54(c) (2013)). *Miles v. Housing Authority, 2015 IL App (1st) 137*. Rule 19.5 states "If the HACC determines that an allegation may be true, further investigation will be undertaken." Rule 19.5 Interviews with Head of Household or Family Members section says, "The HACC will discuss the allegation (or details thereof) with the Head of Household or family members by scheduling an appointment at the appropriate HACC office". This interview was never scheduled and never happened. This interview process is supposed to be conducted and reviewed and if after it is determined that a violation occurred, then the HACC determines the following:

- 1) The type of violation (procedural, non-compliance, fraud)
- 2) Whether the violation was intentional or unintentional.
- 3) What amount of money (if any) is owed by the family, and
- 4) If the family is eligible for continued occupancy

Only after all of this was completed, then Rule 19.6 applies which allows the HACC to act including proposed termination of assistance. If Gloria Williams would have performed a proper investigation and followed the 2015 HACC Administrative Plan's procedural due process as the law requires, then I would have never been proposed termination. "An administrative agency cannot ignore its own rules once they have been established." *Business & Professional People for the Public Interest v. Illinois Commerce Comm'n, 146 Ill. 2d 175, 240-41 (1991); Department of Central Management Services/Illinois Commerce Comm'n v. Illinois Labor Relations Board, 406 Ill. App. 3d 766, 771 (2010); United Disposal of Bradley, Inc. v. Pollution Control Board, 363 Ill. App. 3d 243, 251 (2006)*. "In accordance with HUD requirements, the housing authority

adopted a written administrative plan that established policies for administration of the program." (*Gould v. Housing Authority of The City of Augusta.*)

The lower Court is allowing the HACC to violate 24 C.F.R. § 982.54 to terminate my housing choice voucher. The HACC terminating my voucher illegally violated my rights under the *Fair Housing Act of 1968* 42 U.S.C. §§ 3601-19 and *Title II of the Americans with Disabilities Act of 1990* 42 U.S.C. §§ 12131 – 12165 and constitutes Disability Discrimination.

I contend the HACC violated my due process rights by failing to provide me with proper notice required under federal law before terminating my participation in the HCV Program.

Participants in programs such as the HCV Program enjoy a property interest in continued occupancy of subsidized housing, which constitutes a statutory entitlement subject to procedural due process protections. See *Robinson v. District of Columbia Housing Authority*, 660 F. Supp. 2d 6, 20 (D.D.C. 2009). "The essence of procedural due process is meaningful notice and a meaningful opportunity to be heard." *Trettenero v. Police Pension Fund*, 333 Ill. App. 3d 792, 799 (2002). In *Goldberg v. Kelly*, 397 U.S. 254, 266-71 (1970), the United States Supreme Court outlined procedural due process requirements of a pretermination hearing involving welfare benefits: (1) timely and adequate notice detailing the reasons for termination; (2) an opportunity to appear at the hearing, present evidence and oral argument, and confront and cross-examine adverse witnesses; (3) the right to be represented by counsel; (4) a right to a decision rendered by an impartial decisionmaker; (5) a right to have that decision based solely on rules of law and evidence presented at the hearing; and (6) a right to a statement by the

decisionmaker, setting forth the reasons for the decision and the evidence upon which it was based.

Following Goldberg, the federal government promulgated rules in accordance with the Court's decision. See 55 Fed. Reg. 28538, 28541 (July 11, 1990) ("PHAs must adopt written informal pretermination hearing procedures for participants, which fully meet the requirements of *Goldberg v. Kelly*."). The Federal Code provides in relevant part that a PHA may terminate a participant's Section 8 benefits if the family violates any family obligations under the program (24 C.F.R. § 982.552(c)(1)(i) (2006)). However, prior to any hearing for termination, the PHA must provide the family with "prompt written notice," containing a "brief statement of reasons for the decision." 24 C.F.R. § 982.555(c)(2)(i) (2008). Although the Federal Code does not discuss the amount of information that must be contained in the "brief statement," courts have found that "the notice must, at the very least, inform the resident of the situation so that he can make an intelligent response." *Jones v. Lansing Housing Comm'n*, No. 5:03-CV-123, 2003 WL 26118817, at *6 (W.D. Mich. Sept. 19, 2003).

The purpose of the written notice is " 'to inform the tenant of the allegations so that I can prepare a defense.' " *Driver v. Housing Authority*, 713 N.W.2d 670, 676 (Wis. Ct. App. 2006) (quoting *Edgecomb v. Housing Authority*, 824 F. Supp. 312, 314 (D. Conn. 1993)). The notice must be " 'sufficiently specific ... to enable [the tenant] to prepare rebuttal evidence to introduce at my hearing appearance.' " *Edgecomb*, 824 F. Supp. at 315 (quoting *Billington v. Underwood*, 613 F.2d 91, 94 (5th Cir. 1980)). In order to effectively rebut adverse evidence at the hearing, the notice must alert the tenant of the nature of this evidence. *Driver*, 713 N.W.2d at 676. "A notice that does not indicate the nature of the proscribed acts or when the acts were

committed is insufficient." Jones, 2003 WL 26118817, at *6 (citing Edgecomb, 824 F. Supp. at 315).

A review of the HACC's first and only termination letter (proposed) clearly revealed that they failed to comply with the notice requirements of the Federal Code regulations or the Supreme Court's mandate in Goldberg. The proposed termination letter merely alleged that the petitioner "failed to report an asset."

Without any information such as the dates on which the alleged fraud occurred or any calculations or underlying data, petitioner could not have known how to prepare rebuttal evidence to introduce at my hearings or to adequately defend against the claims and allegations asserted against me by the HACC. Due process "requires such information in order for the tenant to adequately prepare for the hearings and to understand what factors motivated the final decision, particularly where more than one potential ground for termination exists." Id. at 680. In sum, the HACC violated the my due process rights by failing to provide me with proper notice required under federal law before terminating my participation in the HCV Program, especially since the HACC violated my due process rights by failing to inform me of my Formal Hearing and terminated me when it was being delayed by the HACC.

On July 22nd, I filed for an informal hearing as 24 CFR § 982.555 states I am entitled too. Little did I know when I had my informal hearing on August 3, 2015, that Edward Bland (Executive Director of the HACC & the final approver of my termination) would be the informal hearing officer. 24 CFR § 982.555(e)(4)(i) "The hearing may be conducted by any person or persons designated by the PHA, other than a person who made or approved the decision under

review or a subordinate of this person." Edward Bland being the informal hearing officer, violates the aforementioned Code of Federal Regulations which once again violated my procedural due process. One procedural due process violation should be enough to defeat a motion for summary judgment. A factual "issue is material if its resolution could affect the outcome of the action." *Weeks Marine, Inc. v. Fireman's Fund Ins. Co.*, 340 F.3d 233, 235 (5th Cir. 2003). "A factual dispute is 'genuine,' if the evidence is such that a reasonable [trier of fact] could return a verdict for the nonmoving party." *Crowe v. Henry*, 115 F.3d 294, 296 (5th Cir. 1997).

I filed a discrimination case with HUD on August 7th, 2015 after it seemed like I was in the process of being terminated by corruption and lies created by Gloria Williams and Edward Bland. August 24th, 2015 Amanda Motyka with HUD sent Edward Bland a letter informing the HACC that I filed a discrimination case with them. August 26th, 2015 Edward Bland sent communication with me that my formal hearing would be delayed until the conclusion of Amanda Motyka's investigation. Knowing this fact, I began looking for a specialist to do a neck surgery that I had to have. I found a specialist doctor in Houston, Texas to perform my surgery and we scheduled this surgery for October 2015. I contacted Gloria Williams at the HACC on September 1st, 2015 to let her know that I would be receiving this neck surgery and staying with my son for a few weeks for recovery. I informed her that I would be leaving for Texas on September 28th, 2015.

The important part of these dates are the fact that on September 30, 2015 Gloria Williams sent correspondence to my apartment (I didn't have this apparent letter in my mailbox when I returned home on November 12, 2015) that stated my formal hearing was scheduled for

October 14, 2015. The HACC made no attempt to inform me of this formal hearing being scheduled. I believe this is due to not wanting me to have the opportunity to present my case to a neutral 3rd party. When you couple this decision by Gloria Williams and Edward Bland to hold this hearing before HUD's investigation was concluded, as the HACC had already informed me that they would do, you can see why I would have never expected this hearing to be held. These facts are all within documents submitted in my Summary Judgment Response, yet even with another procedural due process violation to add to the previously mentioned due process violations, Summary Judgment was still granted by the lower Court and upheld through the Court of Appeals.

The only reasoning Gloria Williams has given for breaking the agreement to not schedule my formal hearing until the conclusion of HUD's investigation, was that she contacted HUD/FHEO and someone there told her to proceed with scheduling the hearing. HUD was the organization on August 24th, 2015 that requested the HACC not terminate my voucher until HUD concluded the investigation. Also, furthering my proof is the fact that the *Fair Housing Act of 1968 42 U.S.C. §§ 3601-19* states "individuals filing a complaint have one year from the last date of the alleged discrimination to file a complaint." The statement that HUD would tell the HACC to break an agreement they made with me, when HUD was the organization investigating the HACC for wrongdoing, is completely absurd. One would have to ask why HUD would now change that request and say to proceed? I would think that the lower Court judge would at least want to see some sort of proof from the HACC that this contact was made with HUD. A letter? A phone call? An email? Nothing. This was once again a situation where the lower Court judge took Gloria Williams on her word even with the absence of common sense to the

statement in question. This formal hearing was my only and last chance to prove my case to a neutral 3rd party, and I was stripped of this hearing due to corruption and a negligent lack of communication from the HACC and its employees. Notifying me of this hearing is required by the *2015 HACC Administrative Plan Rule 17.6 "Notification of Hearing"*.

The Fair Housing Act states retaliation is illegal. "It is illegal to retaliate against any person for making a complaint..." The evidence shows that I filed this discrimination complaint with HUD in August 2015 against Williams and the HACC, and just one month later Williams is making a false claim about the FHEO/HUD telling her to proceed with scheduling my Formal Hearing.

Gloria Williams took advantage of knowing I was getting much needed treatment for a condition that required a specialist that I found in Houston, Texas because no one else could figure out what was going on medically with me. The lower Court completely disregarded the Fair Housing Act and allowed Gloria Williams and the HACC to discriminate against me by terminating my Housing Choice Voucher.

Based on Supreme Court cases from the 1970s, the Article III approach provides that standing to sue under the FHA is coextensive with Article III of the Constitution. *Trafficante v. Metro. Life Ins.*, 409 U.S. 205, 209 (1972). To have Article III standing, plaintiffs (whether individuals or entities like a corporation or municipality) merely need to allege (1) that they have been injured, (2) that the defendant caused the injury, and (3) that a favorable judicial decision would likely redress the injury. *Spokeo, Inc. v. Robins*, 136 S. Ct. 1540, 1547 (2016). This is a fairly low bar that most plaintiffs have little difficulty clearing. The "zone of interests" interpretation of the FHA is of a more recent vintage with its origins in Supreme Court decisions from the past five years. *Cnty. of Cook v. Wells Fargo & Co.*, 115 F. Supp. 3d 909, 915–18 (N.D. Ill. 2015). When the HACC terminated my voucher illegally without following the steps in the 2015 HACC Administrative Plan, this caused me "injury" by kicking me out of my apartment and leaving me homeless. Gloria Williams, Edward Bland and the HACC caused this injury by "wrongfully terminating" my housing choice voucher without proper due process which would have allowed me and the HACC to have an interview to get the truth of the matters they addressed. I know if I would have been afforded this opportunity as I am legally awarded in the 2015 HACC Administrative Plan, the HACC wouldn't have proposed termination and this "injury" could have been avoided. Since the HACC didn't follow their own 2015 HACC Administrative

Plan, the HACC caused this "injury" to me. The third element of Article III of the Constitution is proven that a favorable judicial decision would redress this injury by allowing me to either regain my HCV on the program and/or allow me to have a residence and no longer be homeless.

If the HACC illegally terminated me, they violated the Department of Justice by taking away my reasonable accommodation which is disability discrimination. They violated Section 504 of the Rehabilitation Act and they violated the Fair Housing Act, all of which is discrimination, all because the HACC wanted to show their abuse of power by picking on and illegally accusing a disabled/Handicap person of fraud and illegally taking away all of my rights.

The Seventh Amendment of the United States Constitution supports denying the Motion for

Summary Judgment and the lower courts should have denied this motion on the grounds that this case is a pure example of a case protected by the laws within the Amendment. I asked for my case to be a trial by jury and the motion was granted. However, my Constitutional rights were violated when the lower court judge decided to take matters into his own hands and grant this unconstitutional document known as a Motion for Summary Judgment. This Summary Judgment deeply restricted my evidence due to a lack of understanding that only information within the Summary Judgment Response could be used in further proceedings in my case if the Motion for Summary Judgment was granted. I believe this is why Summary Judgments have been challenged and overturned after being determined that this judgment is unconstitutional in nature and is a way to not afford petitioners the opportunities given to them within the U.S. Constitution's Seventh Amendment. The defense team saw the abundance of evidence I presented within my disclosure and discovery and knew that my lack of understanding of a Summary Judgment could critically eliminate a majority of my testimony and evidence in the lower courts. *Curtis v. Loether*, 22 Ill.415 U.S. 189, 94 S. Ct. 1005, 39 L. Ed. 2d 260 (1974) "[t]he Seventh Amendment applies to actions enforcing statutory rights, and requires a jury trial upon demand, if the statute creates legal rights and remedies, enforceable in an action for damages."

Chauffeurs Local 391 v. Terry, 494 U.S. 558 (1990) "The District Court denied the motion, and the Court of Appeals affirmed, holding that the Seventh Amendment entitled respondents to a jury trial on their claim for monetary relief." Justice Marshall delivered the opinion of the Court with respect to Parts I, II, III-B, and IV, concluding that the Seventh Amendment entitles respondents to a jury trial. Pp. 494 U.S. 563-564, 494 U.S. 570-574.

I believe that a nonbiased jury will see the corruption that led to me being illegally terminated from my housing choice voucher. A jury of my peers would see the financial

torment that this has caused leaving me homeless for the last 6 years of my life as an elderly, fully disabled citizen. *Feltner v. Columbia Pictures Television, Inc.*, 523 U.S. 340 (1998) "...there is clear and direct historical evidence that juries...set the amount of damages awarded to a successful plaintiff. Pp. 353-355." "Thomas, J., delivered the opinion of the Court, in which Rehnquist, C.J., and Stevens, O'Connor, Kennedy, Souter, Ginsburg, and Breyer, JJ., joined."

Jury trials have been reasoned as a reasonably fair way for a Pro Se to have the opportunity to defeat large corporations and highly skilled attorneys. Federal Courts have proven to rely on trial by juries due to the factfinding history of high-class cases in the United States. *Beacon Theatres, Inc. v. Westover*, 359 U.S. 500 (1959) 252 F.2d 864 reversed. Mr. Justice Black delivered the opinion of the Court sighting *Dimick v. Schiedt*, 293 U.S. 474, 293 U.S. 486. "Maintenance of the jury as a factfinding body is of such importance and occupies so firm a place in our history and jurisprudence that any seeming curtailment of the right to a jury trial should be scrutinized with the utmost care."

The Motion for Summary Judgment should have been denied which would have allowed my case to proceed with all of my evidence and proof that will show to a jury of my peers that I was wrongfully terminated and should be compensated for these unlawful actions of the HACC and its employees.

REASONS FOR GRANTING THE PETITION

I challenge the code of federal regulations rules that the HACC violated when filing a proposed termination of my housing choice voucher. Gloria Williams violated my procedural due process by disregarding safeguards that HUD had inserted in the Code of Federal Regulations within the section of Federal Housing. Gloria Williams, Edward Bland and the HACC can't win this lawsuit with the violations that have been committed against me. Housing Authorities should be held to the highest standard especially dealing with disabled participants and have to be held accountable for allowing these due process safeguards to be neglected.

If the HACC is allowed to violate their own Administrative Plan which is their organizational law book and this continues to hold up in court as reasonable, then this sets forth for future occurrences that rules and regulations don't need to be followed.

I have outlined in my case that my procedural due process was violated more than 3 times and yet I have had to resort to pleading my case to this court. No individual, right or wrong, should be subject to having their constitutional rights violated on multiple occasions. Violating my Due Process rights violates my Fourteenth Amendment rights. When coupled with the lower courts violating my Seventh Amendment rights in not allowing my case to go to a trial by jury as requested, I have now had two United States Constitutional rights violated against me, and yet I am still not getting my day in court.

Participants in programs such as the HCV Program enjoy a property interest in continued occupancy of subsidized housing, which constitutes a statutory entitlement subject to procedural due process protections. See *Robinson v. District of Columbia Housing Authority*,

660 F. Supp. 2d 6, 20 (D.D.C. 2009). "The essence of procedural due process is meaningful notice and a meaningful opportunity to be heard." *Trettenero v. Police Pension Fund*, 333 Ill. App. 3d 792, 799 (2002).

CONCLUSION

For the foregoing reasons, petitioner requests the Court grant the petition for a writ of certiorari.

Respectfully Submitted,


Dated: 6/23/2021