22-0021

ORIGINAL

No. _____

In the Supreme Court of the United States

ABDUR-RAHIM DIB DUDAR,

Petitioner,

v.

DEPARTMENT OF COMMUNITY AFFAIRS,

Respondent.

On Petition for a Writ of Certiorari to the United States Court of Appeals for the Eleventh Circuit

PETITION FOR A WRIT OF CERTIORARI

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JULY 1, 2022
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QUESTIONS PRESENTED

1. Was Petitioner's Amended Complaint considered in All Courts?

2. Even if considered immune by the Eleventh Amendment in an abstract form, did DCA waive this immunity?

3. Could DCA argue with Immunity in U.S. Courts when such Immunity was stripped from it after November 3, 2020 when Federal Courts got engaged?

4. Is the Taking Clause impaired by the eleventh Amendment?

5. Could the State withdraw DOCUMENT TWO without prejudice?

6. Could the State not perform under DOCUMENT THREE without prejudice?

7. Could the State refuse to perform after issuing DOCUMENT TWO and DOCUMENT THREE without prejudice?

8. Is not complying with DOCUMENT TWO and DOCUMENT THREE a Taking?

9. Does not issuing a HAP contract constitute a Taking and KNICK'S LAW is applicable?

10. Is a Default Judgment proper when none of the Defendants (Respondents) answered the AMENDED COMPLAINT?

11. Did Judge Cox commit the 1983 crime?

12. Did Aanal Patel commit the 1983 crime?

LIST OF PROCEEDINGS

U.S. Court of Appeals for the Eleventh Circuit
No. 21-11173

Abdur-Rahim Dib Dudar, *Plaintiff-Appellant,* v. Department of Community Affairs, *Defendant-Respondent.*

Date of Final Opinion: January 4, 2022

U.S. District Court Northern District of Georgia, Atlanta Division
No. 20-cv-03274

Abdur-Rahim Dib Dudar, *Plaintiff,* v. Department of Community Affairs, *Defendant.*

Date of Final Order: May 20, 2021

TABLE OF CONTENTS

TABLE OF CONTENTS – Continued

Page

TABLE OF CONTENTS – Continued

Page

APPENDIX TABLE OF CONTENTS

OPINIONS AND ORDERS

REHEARING ORDER

OTHER DOCUMENTS

TABLE OF AUTHORITIES

Page

CASES

CONSTITUTIONAL PROVISIONS

TABLE OF AUTHORITIES – Continued

Page

STATUTES

OPINIONS BELOW

Petitioner submits this Writ of Certiorari to the Supreme Court of the United States of America to Review and Reverse the Opinion and Judgment of the United States Court of Appeals for the Eleventh Circuit dated January 4, 2022 (App.1a), the Denial for Rehearing of March 3, 2022 (App.18a) and Failure to Rule on Motion to Reverse Orders and Judgment in View of Damning New Evidence Submitted April 28, 2022 (App.37a). The opinions above were not formally designated for publication by the respective courts.

JURISDICTION

On January 4, 2022 the U.S. Court of Appeals for the Eleventh Circuit filed an Opinion for its Judgment on PETITIONER'S Appeal from the U.S. District Court for the Northern District of Georgia, Civil Action File 1:20-cv-03274-WMR. (App.1a).

PETITIONER filed a Motion for Rehearing on January 14, 2022. On March 3, 2022 the U.S. Court of Appeals for the Eleventh Circuit Denied the Motion.

By letter of the Clerk of Court dated May 18, 2022, Petitioner was provided 60 additional days to file this petition. This petition is timely filed within that deadline. This Court has jurisdiction under 28 U.S.C. § 1254(1).

CONSTITUTIONAL AND STATUTORY PROVISIONS INVOLVED

U.S. Const. Amend. V (Takings Clause)

> No person shall be . . . , nor be deprived of life, liberty, or property, without due process of law; nor shall private property be taken for public use, without just compensation.

U.S. Const. amend. XI

> The Judicial power of the United States shall not be construed to extend to any suit in law or equity, commenced or prosecuted against one of the United States by Citizens of another State, or by Citizens or Subjects of any Foreign State.

U.S. Const. art. § 10, Cl. 1 (Contracts Clause)

> No State shall . . . pass any . . . Law impairing the Obligation of Contracts

18 U.S.C. § 242
Deprivation of Rights Under the Color

> Whoever, under color of any law, statute, ordinance, regulation, or custom, willfully subjects any person in any State, Territory, Commonwealth, Possession, or District to the deprivation of any rights, privileges, or immunities secured or protected by the Constitution or laws of the United States, or to different punishments, pains, or penalties, on account of such person being an alien, or by reason of his color, or race, than are prescribed for the punishment of citizens, shall be

fined under this title or imprisoned not more than one year, or both.

OTHER RELEVANT DOCUMENTS AND CANONS OF LAW

DOCUMENT ONE, an AMENDED COMPLAINT

DOCUMENT ONE names nine defendants, served in Superior Court of Fulton County, Georgia, All of whom did not answer the amended complaint: Including "PLAINTIFF'S PRE-TRIAL ORDER" accusing all defendant of CORROBORATIVE FRAUD using Georgia Criminal Code.

DOCUMENT TWO, DCA INSPECTION APPROVAL

DOCUMENT TWO indictes Authorized Entry (by DCA) of Premises on March 7, 2018, by legitimate Voucher Holder. This DOCUMENT TWO is a Conditional Agreement to Authorize Payment of Rent through Section 8 provided Inspection Approval is Accompanied by a Lease are Deposited at the DCA Office.

DOCUMENT THREE

DOCUMENT THREE consisting of two documents, an Offer by DCA and an Acceptance by PETITIONER, which Authorizes to Pay the Rent at $1800/ month.

GALILEO LAW (EYEWITNESS EVIDENCE):

The Church says the Gold Crown falls at a faster rate than the feather and you have seen that both

fall at the same rate. Which one to believe? The Church or Your Eyes?

(This law commemorates the most humanistic pope, Pope John Paul II. Petitioner wrote him at the Vatican and soon enough the Pope John Paul II apologized to Galileo. Galileo suffered house imprisonment to the remainder of his life for saying what he proved.)

THEOREM 1.

Zionism and Nazism are homeomorphic topological spaces on two mutually exclusive ethnic groups.

UNTOUCHABLES
Zionist Nationals with the belief as in the following:

Our race is the Master Race. We are divine gods on this planet. We are a different from the inferior races as they are from insects. In fact, compared to our race, other races are beasts and animals, cattle at best. Other races are considered as human excrement. Our destiny is to rule over the inferior races. Our earthly kingdom will be ruled by our leader with a rod of iron. The masses will lick our feet and serve us as our slaves. — MENACHEM BEGIN, former PM of Israel

STATEMENT OF THE CASE

In Law we refer to Premises and Logical Conclusions especially at the highest court of the land. The Premises were written by very intelligent people who dug deeply into Man and Society to regulate both, and this process is endless as life advances and develops. For this purpose, PETITIONER advances three scenarios of facts.

A. Preliminary (First Scenario)

PETITIONER advertised a House for Rent, 115 Sherwood Court, Athens, Georgia 30606, January 2018, for $1800/month, Five bedrooms, two baths, about 3000 S.F. on 3/4 Acre lot in a mixed Black and White neighborhood. Mr. Henry Oliver recipient of Section 8 Voucher expressed interest in renting the property. He stated that he was qualified for $2000/month rent by his Social Worker. But the property should be inspected by Georgia Department of Community Affairs (DCA).

The Property was inspected by DCA and failed inspection because none of the utilities were turned on. (A) The Inspector informed PETITIONER that the Utilities should be turned on by the Applicant. The Applicant complied and the Property passed the Inspection. (Was This Baiting? Applicant Did Not Enter Premises.)

(B) The Inspector issued the Inspection Approval for Entry on March 7, 2018, (DOCUMENT TWO) with a verbal rental approval at $1844/month. These transactions were All done with Recipient of Voucher in

witness and presence. Three witnesses existed: Owner, Applicant and Inspector. (Was This Another Baiting? Rent Advertised $1800/Month.)

(C) The Lease was signed March 7, 2018, and Entry was Permitted according to the Inspection Approval for $1844/month and both Lease and Inspection Approval were delivered to DCA on March 8, 2018, in Norcross, Georgia for a HAP Contract that should be issued to pay the rent accordingly. (DOCUMENT TWO)

B. Afterwards (Second Scenario)

I. March 20, 2018, dispute erupted among the eight defendants in the Amended Complaint, and PETITIONER. (DOCUMENT ONE) This led PETITIONER to send DCA a Sixty-Day Notice on March 26, 2018, to sue unless issues have been resolved.

II. On April 24, 2018, DCA issued the resolution and PETITIONER accepted the resolution per DOCUMENT THREE. Offer and Acceptance of Offer. That Is TWO-PARTY CONTRACT. (DOCUMENT THREE)

III. This Offer, and Acceptance of Offer was not known to one of the defendants who had a different rental value among all other variable values from defendants and presented himself as the decision-maker to PETITIONER. He communicated his rental value to PETITIONER after the written Offer and Acceptance of the Offer were deposited at the DCA Office. PETITIONER thought this was improper. How could he come with a new offer when the previous offer was mutually signed and deposited at DCA Office? This enraged Sam Samloff who retaliated with "Rent is $1625." And that seemed to be a punishment.

IV. The leadership of this DCA in that area was composed of one ethnic group hostile to PETITIONER'S. You can see Sam Samloff following PETITIONER every time he had a post on Google Plus related to this hostility. (Stalking PETITIONER on the internet)

DCA changed this leadership by placing Black Americans instead. These Black Americans became the new showcase.

PETITIONER informed Georgia Attorney General of this hostility in his Answer to Defendant's Answer and his Request for Discovery summarizing it in Theorem 1. Georgia Attorney General moved to Dismiss the Complaint under application of Sovereign Immunity and failed to answer discovery questions which should contradict what DCA claims in its answers.

C. The Law (Third Scenario)

WARNING: THE ONLY WRITTEN AGREEMENTS BETWEEN DCA AND PETITIONER ARE DOCUMENT TWO AND DOCUMENT THREE. ANY STATEMENT OTHERWISE IS HEARSAY BY ASSISTANT TO GEORGIA ATTORNEY GENERAL.

I. PETITIONER filed his lawsuit against DCA and tenant to determine the amount of rent in Gwinnett County, Georgia. Georgia Attorney General argued in Court that the Complaint is in the wrong Court because what is against DCA is against the State of Georgia. The case was transferred to Fulton County Courts. DCA Could not be sued in Gwinnett County Courthouse and could be sued in Fulton County Courthouse. That was a waiver of Eleventh Amendment right.

There was an Answer by DCA, and a motion to Dismiss based on Sovereign Immunity. These were countered by Answer to Answer and Counter to Dismissal and Discovery by Petitioner. Discovery was never answered.

Motion to Dismiss was based upon the First Complaint which was Dispossessory of permitted tenant to determine the Amount of Rent by the local court.

After the transfer, PETITIONER filed an Amended Complaint with Nine Defendants, seven additional employees operating under the color and violating Petitioner's Rights and Served the Additional Defendants by Hand through the Front Desk of DCA in Norcross. None of the ALL Defendants answered the Amended Complaint including DCA/STATE. In addition to new defendants, the Amended Complaint adds damages to the rented property resulting from Renter Mismanagement and Negligence by DCA and its employees.

Fulton County Superior Court Judge set a Trial Schedule. Defendants refused to answer to this schedule. All deadlines were not followed by Defendants.

PETITIONER filed a Summary Judgment on the basis Defendants violated the Trial Schedule and Discovery. Neither Judge nor Defendants answered.

As an answer to initial complaint seeking determination of amount of rent, Judge moved to declare there was no amount to consider in the absence of a HAP contract as RESPONDENT argued in her answer. Now Defendants moved for a request to Waive Discovery Time to answer Motion to Dismiss. Judge

Cox Granted Motion to Dismiss. Judge disconnected all communications with the Court.

II. PETITIONER filed an appeal with the Georgia Court of Appeals. Said Court of Appeals considered the issues at the root of the Complaint each side pleads. In each case, the Court pleaded no Jurisdiction on the case.

Now, PETITIONER found that the complaint could be filed in Federal Court. He attempted to Remove it; he was denied removal by virtue he is the plaintiff. Then he filed a new complaint based upon loss of rights granted by the Fourteenth Amendment: Due Process, Discovery, Fair Trial and Judge's Prejudicial Attitude. Judge Cox was employed by Office of the Georgia Attorney General, and he disregarded to inspect DOCUMENT ONE, DOCUMENT TWO and DOCUMENT THREE. Yet he was required to do so before granting a motion to dismiss according to Georgia Court of Appeals.

III. In U.S. District Court, RESPONDENT filed a Motion to Dismiss, and this was answered by PETITIONER to deny the motion based upon FEDERAL ISSUES including Nick's case. Also, PETITIONER filed a Summary Judgment against RESPONDENT, the latter filed an Affidavit submitted by the new Black manager of DCA in the region, who had no first-hand knowledge of what transpired among the parties, accompanied by a Black Assistant Attorney General and Indian Assistant Attorney General. The ethnic group causing the problems was missing. This ethnic group is highly organized historically, George Washington and Thomas Jefferson gave us some idea what they can do. In this case, COVERUP.

U.S. District Court took only the Motion to Dismiss and granted that motion that District Court has no Jurisdiction on the Case, the Case exhausted all legal avenues. District Court Judge played down NICK'S CASE. He dismissed the case in a Minute Hearing and took many weeks to firm his dismissal. Before then PETITIONER filed a Notice of Appeal and had to amend the Notice when District Judge affirmed his dismissal.

IV. PETITIONER appealed to the U.S. Court of Appeals for the Eleventh Circuit. PETITIONER submitted an appeal, followed by a motion for rehearing and then motion to reverse orders and judgment and send the case back to U.S. District Court for the Northern District of Georgia as this Court has Jurisdiction.

V. PETITIONER did not realize the inclusion of DOCUMENTS ONE, TWO AND THREE are essential to decide the case in his favor. RESPONDENT distorted the content and objective of these documents in referencing it. And RESPONDENT created a scenario unsubstantiated by any document other than hearsay to build big lies. RESPONDENT conveyed the idea that SOVEREIGN IMMUNITY renders all defendants harmless. So, it does not matter what PETITIONER says or does. "You cannot sue us" RESPONDENT told PETITIONER. So, anything goes. Wild!! (RESPONDENT was represented by Assistant Attorney General Aanal Patel. She was operating under the color. Lies and deceptions render her violations of civil rights of PETITIONER under Section 1983.)

Now PETITIONER had to think why did the Inspector tell him and Voucher Holder to ask the latter to turn on all utilities in his name before entering the property? Why the Inspector when she

handed the Inspection form told both owner and prospective tenant the fair rent is $1844/month? Why the Inspector delivered the Inspection results stating the rent starts March 7, 2018, and Renter is to pay for the first six days so that Section 8 makes payment the first of each month? Why all these demands lead to hot dispute? Did DCA plan the dispute to defraud PETITIONER? Why did RESPONDENT send PETITIONER an Offer which was Accepted by PETITIONER and did not send the HAP contract to begin payment of rent after having tenant enter the premises? Why did two more defendants join the broil to tell PETITIONER what they think the rent should be, given the Offer and Acceptance of Offer were signed and filed at the office?

In his "Pre-Trial Order" PETITIONER submitted the Amended Complaint list of ALL DEFENDANTS along with charges of COLLECTIVE FRAUD, criminal acts of racketeers. (DOCUMENT ONE)

Not only the eight defendants violated PETITIONER'S Civil Rights, Assistant Attorney General Aanal Patel violated his Civil Rights too. She weaved false representation to the Courts.

In addition to the 1983 violations All Defendants Did Not Answer AMENDED COMPLAINT and Therefore They Are in Default Regardless of the ELEVENTH AMENDMENT.

VI. After the U.S. Court of Appeals, 11th Circuit submitted its mandate, PETITIONER began the research for the Writ on hand. He discovered the DOCUMENTS ONE, TWO, THREE and submitted a motion to Reverse all Orders and Judgment of the Appellate Court and respectfully send the case to the U.S. District Court for the Northern District of Georgia as said Court has

Jurisdiction on the Case. This motion was attached to the files of the Clerk of Court of Appeals. (Appellate Court said on May 12, 2022, it received it and filed it and "No Action Will Be Taken") It is therefore referred to as FILED and it is PART of this Writ of Certiorari to the Supreme Court of the United States.

REASONS FOR GRANTING THE PETITION

The issues that render assumptions of the court of appeals for the 11th Circuit faulty leading to faulty conclusions.

I. ELEVENTH CIRCUIT SAYS THERE IS NO CONTRACT BETWEEN PLAINTIFF AND RESPONDENT (STATE OF GEORGIA/DCA).

THIS IS A FALSE ASSUMPTION. THERE ARE TWO CONTRACTS.

The FIRST CONTRACT is a UNILATERAL CONTRACT. This UNILATERAL CONTRACT consists of the DCA INSPECTION APPROVAL completed and issued by Eugenia M. Whitted on March 7, 2018. DCA INSPECTION APPROVAL is more than approval. It says when the rent payment starts and specifies the conditions needed for DCA to issue an HAP contract: conditions for Payment of Rent and beginning of rent. It says DCA accepts the rental property and if this acceptance is attached to a lease between the owner of the property and the beneficiary of the Voucher program, then a HAP contract will be issued starting date of DCA rental approval; that is Payment is ASSURED. Entry to Premises Was Permitted by DCA when Lease was signed on March 7, 2018. (DOCUMENT TWO)

The SECOND CONTRACT is a TWO-PARTY CONTRACT. DCA is one Party and PETITIONER the second Party. It says if "You Accept Our (DCA) Offer Then a HAP Contract Will Be Issued." PETITIONER Accepted DCA Offer. Then a HAP Contract should be issued. (DOCUMENT THREE)

THEREFORE, when DCA did not issue the HAP contract to pay the rent, DCA is in a Breach of Contract Violating the Contract Clause of the Constitution of the United States.

DCA does not accept these contracts as binding contracts. It considers the first contract is fraudulent and the second contract is denial of tenancy. These statements are false. There is no documentation that neither DOCUMENT TWO is fraudulent nor DOCUMENT THREE was withdrawn properly. The reason why PETITIONER invokes the Galileo Law. DOCUMENT TWO and DOCUMENT THREE are attached for Court's inspection.

The ELEVENTH CIRCUIT failed to inspect these documents before their rulings. PETITIONER submitted these contracts to the ELEVENTH CIRCUIT before their final order and after the Mandate in his last Motion to reverse Orders and Judgment. And RESPONDENT managed to distort issues and content of these documents to say there are no contracts. For instance, when RESPONDENT says on April 24, 2018, DCA denied application of tenancy and the $1800 is in error, that same form says "we deny but we accept." Deny tenancy at $1844/month but Accept tenancy at $1800/month. PETITIONER accepted the $1800/month his original request for rent. The $1844/month was what the Inspector considered as the fair rent, and the Inspector represents DCA, filed in the lease along with DOCUMENT TWO. Galileo Law holds true.

Therefore, When There Are Two Contracts One Is a Consequence of the Other and When Tenant Was Permitted by DCA to Enter the Premises on March 7, 2018, and When DCA Approved Entry Earlier in February 2018 by Turning the Utilities in Tenant's Name to Pass Inspection, One Cannot Conclude Anything Less than Occupancy of Premises Ordered by DCA; DCA Is Committed to Its Contract to and with Petitioner. Not Abiding by These Two Contracts Is a Violation of the Contract Clause of the Constitution of the United States. When DCA Did Not Pay or Had Section 8 to Pay the Rent, DCA Violated the Contract Clause. DCA Took and Did Not Pay Violating the Fifth Amendment to the Constitution.

II. ELEVENTH CIRCUIT UTILIZES SOVEREIGN IMMUNITY TO DEPRIVE PETITIONER OF PROPERTY. THE ELEVENTH AFFIRMS THAT PETITIONER REALLY HAS NO RIGHT TO SUE DCA/STATE OF GEORGIA AS NEITHER DCA NOR STATE ACCEPTED TO BE SUED UNDER THE ELEVENTH AMENDMENT.

The Eleventh Circuit Is Wrong and Misinformed as a Matter of Law and Definitions.

A. DCA taken by Eleventh Circuit is an Arm of the State of Georgia, but the Brief of Respondent defines it as Arm of the State Protecting Seven More Defendants, employees of DCA, Operating Under the Color.

When the case was dismissed by Superior Court Judge Cox, DOCUMENT ONE was in his possession as "Plaintiff's PRETRIAL ORDER." DOCUMENT ONE lists ALL DEFENDANTS in this case by name and lists ALL ALLEGATIONS of criminal violations against them. When said Judge Cox dismissed the case against DCA/GEORGIA having DOCUMENT ONE in his hands, Judge Cox dismissed the case against ALL DEFENDANTS. by this Dismissal Judge Cox defined DCA/Georgia to mean an arm of the State, the State, and employees at DCA Branch in Gwinnett County. This CONFUSION has been carried afterwards in all litigations against DCA. Aanal Patel, Assistant Attorney General, was very clever to create the CONFUSION as a matter of deception and misinformation for the last four years of litigation Under the Color to protect DCA as an Arm of the State and its employees in Gwinnett County,

Georgia. The supervising employees were members of the Zionist Nation within the United States.

When PETITIONER submitted his Motion for Rehearing to the U.S. Court of Appeals for the Eleventh Circuit, he took Patel's statements in "Background" in her motion to dismiss to Judge Cox and listed her LIES to all the courts, State and Federal. Even in the Eleventh Circuit she argues, in her Brief, for DCA's claims (AS AN ARM OF THE STATE) and in a different place she introduces the AMENDED COMPLAINT without any elaboration to Deceive the Court and Petitioner That What Happens to DCA Holds True for Amended Complaint Including All Defendants.

When PETITIONER noticed the "AMENDED COMPLAINT" in Patel's brief to the U.S. Court of Appeals for the Eleventh Circuit while assembling materials for the Supreme Court, he recognized the DECEPTION and its legal importance and retrieved DOCUMENT ONE, DOCUMENT TWO, and DOCUMENT THREE. He submitted a new motion to the U.S. court of Appeals for the Eleventh Circuit incorporating all three documents to reverse Court's rulings. By then the case was closed. PETITIONER attached the motion to his WRIT.

PETITIONER'S AMENDED COMPLAINT was never answered by all nine defendants including DCA. Therefore, Default Judgment should have been ordered by Judge Cox. But Judge Cox was an employee of the Office of the Georgia Attorney General. Loyalty is above the law!!

Instead Judge Cox dismissed the case on the basis of the original complaint filed for Dispossessory and Determination of monthly rental payment Ignoring

the AMENDED COMPLAINT. This CONFUSION of Parties has been at the root of all litigations.

The case was left for the Supreme Court to deal with officials manufacturing lies in the court system. Operating Under the Color is not a protection for operators!

SOVEREIGN IMMUNITY HAS BECOME A PROTECTIVE SHIELD FOR ALL DEFENDANTS WRONGLY and wrongfully. That is very dangerous! The weak and the disabled may lose their rights maliciously and wantonly.

B. Unfortunately for DCA, Sovereign Immunity Was Misapplied. the Eleventh Circuit's Argument Is Faulty.

There was a change of law. First, the CHANGE OF LAW WAS OPERATIONAL WHEN THE SUMMONS WAS DELIVERED TO DEFENDANTS THEN AND THROUGH TODAY: Although Complaint was filed August 6, 2020, the Summons were Served January 21, 2021, due to mix-up in understanding the law (PETITIONER thought a Certificate of Service sufficed given continuing action as Summons) and when PETITIONER filed Default Judgment, Clerk realized No Summons was filed when the new complaint was filed with the Clerk of Court. PETITIONER was given the legal opportunity to file the Summons and correct the error.

November 3, 2020, the People of Georgia changed the Law on Sovereign Immunity rendering DCA suable with no protection from the State of Georgia under Sovereign Immunity.

The State of Georgia and DCA filed its Motion to Dismiss in District Court on February 8, 2021. State

of Georgia and DCA argued its Motion to Dismiss based upon Sovereign Immunity. DCA is BARRED FROM USING SOVEREIGN IMMUNITY after November 3, 2020.

Therefore, All Proceedings to Dismiss the Case in the U.S. District Court for the Northern District of Georgia and U.S Court of Appeals for the Eleventh Circuit Are Barred from Using Sovereign Immunity as an Authority to Defeat Petitioner's Lawsuit in the U.S. District Court of Georgia for the Northern District.

Therefore, All Actions in the Court of Appeals for the Eleventh Circuit Are Null and Void.

Therefore, Petitioner Respectfully Requests from the Honorable Supreme Court of the United States to Remand the Case Back to Lower Courts.

III. APPLICATION OF KNICK'S CASE.

District Court played down KNICK'S LAW and U.S. Court of Appeals dismissed application of KNICK'S LAW by virtue of Sovereign Immunity. But *Knick v. Township of Scott*, Pennsylvania, No. 17-647, 588 U.S. (2019) applies regardless of such dismissals. Chief Justice Roberts wrote the majority opinion, writing that (A property owner has actionable Fifth Amendment takings claim when the government takes his property without paying for it." The Opinion emphasized that unfair compensation when private land (property) is taken is Constitutional violation, and thus ripe for federal court system.

The United States District Court for the Northern District of Georgia has Jurisdiction on PETITIONER'S

CLAIM. DCA is not protected by the Eleventh Amendment after November 3, 2020. Both DOCUMENT TWO and DOCUMENT THREE, one document a consequent of the other, both documents are contractual permitting entry of premises by Voucher Holder prospective tenant on March 7, 2018. When prospective tenant entered the premises, he became covered by these contracts. DOCUMENT TWO permits entry on March 7, 2018, according to Lease between Entering Party and PETITIONER. Tenant entered the property on March 7, 2018.

DOCUMENT THREE doubles down on DOCUMENT TWO saying "We shall pay $1800/month if you accept." When PETITIONER accepted, the Contracts and Lease became Operational as of March 7, 2018.

Failure to pay is TAKINGS in both cases.

When RESPONDENT argues the rent should be $1625 after entry of tenant, that constitutes "unfair compensation" in addition to "affirmation of TAKINGS."

Again, the U.S. Court of Appeals for the Eleventh Circuit committed an error. KNICK'S LAW is applicable. DCA committed a Taking. Also, The State of Georgia and DCA committed a TAKINGS. THE CASE BELONGS TO FEDERAL COURTS under KNICK'S.

IV. ETHNIC HOSTILITY.

PETITIONER originally attempted to solve the issues using (I) above and then using (I-II) and then (I-III). But U.S. District Court for the Northern District of Georgia and U.S Court of Appeals for the Eleventh Circuit blocked prosecution using Eleventh Amendment Rights. Violations of law by employees operating under the color were ignored. As if DOCUMENT ONE did not exist when said document was given

to Superior Court Judge Cox as "Plaintiff's Pretrial Order" by Judge Cox's request and order. Even if Sovereign Immunity is not waived, 1983 civil rights violation are ripe for all seven employees, Aanal Patel and Judge Cox. Sam Samloff, operation manager for the Gwinnett County Office of DCA retaliated with "Punishment upon PETITIONER." He voided application of all three documents (1-3) arbitrarily to avenge a compatriot: Petitioner could not call his compatriot "More Stupid than He Thinks!" which was proper at the time. Georgia Assistant Attorney General Aanal Patel sided with Sam Samloff to dismiss the case in all Courts: Eleventh Amendment is cure-all! She coined the falsehood called "BACKGROUND" just to avenge an arbitrariness with wanton arbitrariness.

PETITIONER received PUNISHMENT (The Rent is $1625) after DOCUMENT THREE was Operational and months of give-and-take arguments. Georgia Assistant Attorney General Aanal Patel cleverly stated DOCUMENT TWO was created with the $1625 rental agreement (and that is False,) and DOCUMENT THREE is a Denial of Application to rent (and that is False) and DCA is protected by the Eleventh Amendment (ignoring seven employees operating under the color violating Petitioner's rights to these documents arbitrarily.) Aanal Patel committed a 1983 violations of PETITIONER'S constitutional rights.

PUNISHMENT is aggravating as it is tenement to Extortion and Deprivation of rights. Just imposing PUNISHMENT without Due Process according to the Fifth Amendment is wrong and dangerous to All Citizens of Georgia and the UNITED STATES.

DISCOVERY and RIGHTS to question the accuser are mandatory and not a matter of choice. SOVEREIGN

IMMUNITY IS NOT DESIGNED TO BE PROTECTIVE SHIELD against crimes committed by employees of the State. Due Process is not a matter of choice.

Chief Justice Roberts is right in KNICK'S LAW. If TAKINGS is committed by the State, bring it to Federal Court. Let Federal Judge sort it out. Although the Eleventh Amendment to the Constitution has not been abolished, KNICK'S LAW says implicitly "Take Sovereign Immunity" in Moderation. Don't overdo it. Sovereign Immunity was used as a weapon for Extortion and Takings.

V. EVIL.

Petitioner refrains from elaborating on "evil" leaving this issue being litigated presently in the U.S. District Court in two lawsuits against the United States and Israel and Leadership of the Zionist Nation within the United States.

CONCLUSIONS

I. CONCLUSION 1: SOVEREIGN IMMUNITY IS NOT DESIGNED TO BE A PROTECTIVE SHIELD FOR CRIMES COMMITTED BY EMPLOYEES OF THE STATE. DUE PROCESS, FIFTH AMENDMENT AND FOURTEENTH AMENDMENT RIGHTS ARE MANDATORY. DUE PROCESS OF THE LAWS ARE NOT A MATTER OF CHOICE.

Under the New Mandate of the New Law in Georgia Passed November 3, 2020, All Proceedings to Dismiss the Case in the U.S. District Court for the Northern District of Georgia and U.S Court of Appeals for the Eleventh Circuit Are Barred from Using Sovereign Immunity as an Authority To Defeat Petitioner's Lawsuit in the U.S. District Court of Georgia for the Northern District Against DCA.

Therefore, When DCA Did Not Issue the Hap Contract to Pay the Rent DCA Committed a Breach of Contract. DCA Violated the Contract Clause of the Constitution.

DCA Took and Did Not Pay Violating the Fifth Amendment to the Constitution. KNICK'S LAW Is Applicable. the Case Belongs to Federal Courts.

Therefore, U.S. District Court for the Northern District of Georgia Has Jurisdiction On This Case.

Petitioner Therefore Prays That the United States Supreme Court Remand the Case Back To U.S. District Court for the Northern District of Georgia.

II. CONCLUSION 2: QUESTIONS POSED TO SUPREME COURT OF UNITED STATES OF AMERICA

United States Court of Appeals for the Eleventh Circuit committed several errors and when Petitioner filed for rehearing articulating the facts and followed that by a motion displaying more facts, the rehearing was denied, and the motion was too late as case was closed; meanwhile the State of Georgia seemed consistent in its misapplication of laws and misrepresentation of facts and deception for extortion and deprivation of property rights to PETITIONER.

1. When employees of DCA are defendants accused of foul play in Amended Complaint (as in DOCUMENT ONE), would immunity of DCA extend to its Employees in violation of the Eleventh Amendment? Dismissing action against DCA would not automatically dismiss action against employee wrongdoings. The Supreme Court has traditionally indicated that "color of state law" means power "possessed by virtue of state law and made possible only because the wrongdoer is clothed with the authority of state law" (*West v. Atkins*, 1988). This means that a state employee performing a governmental function, even if exceeding her/his authority, is acting under color of law. Purely private persons or businesses not acting under "color of state law" are immune from a Section 1983 lawsuit (*Morris v. Dillard's Department Stores*, Fifth Circuit, 2001). Others, state tort (personal injury) legal remedies may exist. Seven employees were sued by Plaintiff/Appellant and Immunity of DCA does not protect these employees. They acted on their own risk. Dismissing action against DCA does not dismiss actions against employees operating under the color and committing wrongdoings.

2. When DCA dismissed action against itself in Gwinnett County Courts and would accept an action in Fulton County Courts, did DCA waive its alleged Immunity under change of venue? When DCA in Gwinnett County, Georgia operated under local rules and regulations suited for the community being served like a local governmental district satisfying Court's 1978 decision in *Monell v. Department of Social Services*, it can be sued like any municipality. And when State Immunity is a Privilege which it may waive at its pleasure, Consent to be sued in a Change of Venue more fitting for Defendant may be construed implicitly as Waiver of Immunity. *Atascadero State Hospital v. Scanlon* (1985) No. 84-351

3. When DCA lost its Immunity in all Courts, November 3, 2020, could DCA invoke its previous Immunity in U.S. District and Appellate Courts after November 3, 2020, when action in both Courts commenced?

4. Is the "Taking Clause" impaired by the Eleventh Amendment? Could the Eleventh Amendment be invoked to stop Fifth Amendment rights? Even if Eleventh Amendment right is invoked, a State can be sued regardless when violations are such that it causes deprivation of property rights to individuals. A 1971 Supreme Court decision, *Bivens v. Six Unknown Named Agents*, stated that lawsuits could be brought for violations of Fourth Amendment rights even in the absence of a statute that authorizes litigation holding, in essence, for every wrong there is a remedy. The Bivens decision has been interpreted broadly to allow lawsuits for a variety of violations, such as "Excessive force," unless a specific statute clearly provides an alternative remedy, or some special factors mitigate

against allowing the particular lawsuit. In this case, DCA issues DOCUMENT TWO and DOCUMENT THREE and INVOKES ELEVENTH AMENDMENT PRIVILEGE NOT TO PAY. AN ABUSE OF PRIVILEGE.

5. When the State issues DOCUMENT TWO, do ALL PARTIES have to perform? If all parties to the document performed, could the State withdraw the document without prejudice given that no provisions stated in the document have been violated? Also, would that render the State as having waived its immunity under the Eleventh Amendment? *Atascadero State Hospital v. Scanlon* (1985) No. 84-351,

6. When the State issues DOCUMENT THREE (offer and acceptance of offer) do Both Parties have to perform after both parties have signed the document? When the State does not honor its signature on the document, could the State invoke Eleventh Amendment right/privilege to withdraw its signature several months later?

7. Do DOCUMENT TWO and DOCUMENT THREE constitute a contract, a promise to pay? Failure results in violation of the Contract Clause and constitute a taking because the State/DCA account for the rent and acceptance to issue HAP contract on the day of entry of tenant and that is March 7, 2020.

8. Did DCA Take from Petitioner not complying by DOCUMENT TWO and DOCUMENT THREE? Both documents mandate payment as well as performance to execute the lease on March 7, 2020. Failure to pay is a Taking. When the State refuses to give Plaintiff the HAP contract to get monthly payment, that is a taking. And when the State argues for lesser rent that is also

a taking. Eleventh Amendment is not absolute at any cost.

9. Is *Knick v. Township of Scott*, Pennsylvania, No. 17-647, 588 U.S. (2019) applicable to Petitioner's case? When the State promises to pay by issuing a HAP contract, failure to issuing a HAP contract is prejudicial holding the State liable when the promise to pay by allowing entry of tenant to premises and then refusing to pay. That is a Taking. The State contends that Plaintiff applied to rent the property by making an application to rent property to DCA. Therefore, it alleges DCA can refuse the application. That is a false assumption. DOCUMENT TWO says Application to rent has been implicitly accepted and a HAP contract will be issued. And DOCUMENT THREE binds both parties' signatures together with a new inspection resulting to issuing a HAP Contract starting March 7, 2020. March 7,2020 is the day of entry decided by DCA.

10. After Petitioner transferred the Complaint to Fulton County Superior Court at the request of Respondent, Defendant DCA filed an answer and a motion to dismiss based upon Eleventh Amendment Rights. Plaintiff filed an answer to DCA's Answer and filed a motion for discovery accusing seven persons operating under the color, in Local DCA in Gwinnett County, of foul play. At least three of these Defendants are members of the Untouchables which consider members of other races are excrements, beasts walking on hind legs which satisfy Theorem 1. In fact, Plaintiff told Assistant Attorney General Aanal Patel, how could these people administer such a program for poor Americans? He incorporated that question in his Motion