No. 25-1430

IN THE SUPREME COURT
OF THE UNITED STATES

CARLOS A. ALONSO CANO, et al.

Petitioners

v.

245 C&C, LLC, &
CFH GROUP, LLC,

Respondents

On petition for Writ of Certiorari
to the United States Court of Appeals
for the 11th Circuit, Atlanta, Georgia

PETITION FOR WRIT OF CERTIORARI

Carlos A. Alonso Cano,
Fé Morejón Fernández,
Jany L. Alonso Morejón

Pro Se Petitioners

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QUESTIONS PRESENTED

Whether the Seventh Amendment permits the waiver of a jury trial through a standard lease provision without an explicit, voluntary, and knowing waiver, or written stipulation on record?

Whether a district court violates Article III of the Constitution and the Federal Magistrates Act by referring case matters to a magistrate judge for actions beyond the scope of the parties' explicit written consent?

Whether a court violates a litigant's Fifth and Fourteenth Amendment rights to Due Process by imposing monetary sanctions directly upon the litigant for discovery delays caused by retained counsel?

Whether a tenant's request for reasonable accommodation or modification made during a HUD-conducted conciliation process constitutes a formal, actionable request under the Fair Housing Act?

Whether the Fair Housing Act imposes a duty on housing providers to open dialogue and engage in a timely interactive process with tenants requesting reasonable accommodation or modifications?

Whether a federal court may exercise its inherent equity power in an independent action to protect the integrity of the judicial system from fraud upon a court, even when the underlying judgment originated in a state court?

PARTIES TO THE PROCEEDING

Petitioners: Carlos A. Alonso Cano
Fé Morejón Fernández
Jany L. Alonso Morejón

Respondents: 245 C & C, LLC and CFH Group, LLC.

In this Court's case No. 24-207. The Respondents stated in their "Brief in Opposition" filed on (09/25/24) that they both are a Florida Limited Liability Companies, without any parent or subsidiaries, and after Petitioners' request, they stated that they have not a stock ticker symbol.

RELATED PROCEEDINGS

In the State Courts of Florida:

- *245 C & C, LLC v. Carlos Alberto Alonso Cano and Fé Morejón Fernández*. No. 2018-000236-CC-21. Judgment entered June 20, 2019.
- *245 C&C LLC v. Carlos Alberto*. No. 2019-000208-AP-01. Opinion entered Sept. 3, 2020. Judgment entered Sept. 21, 2020. (App. Div. 11th Jud. Cir. for Miami Dade County, Fla).

In the U.S. 11th Cir. of the Southern District of Fla.

- *Carlos Alonso for Angie Alonso (Disabled) v. 245 C & C, LLC "Villas of Hialeah Apartments*" No. 18-cv- 20537-UU. Feb. 2, 2018.
- *Carlos A. Alonso Cano v. 245 C & C, LLC et al.* No. 19-cv-21045-CMA. Mar. 19, 2019.
- *Carlos A. Alonso Cano v. 245 C & C, LLC and CFH Group, LLC.* No. 19-cv-21826-JAL. May 6, 2019. Judgment entered July 20, 2023.
- *Carlos Alberto Alonso Cano*, Case No. 21-19589-LMI, (Chapter 13 Plan). U.S. Bankruptcy Court of the Southern District of Florida (FL.)

In the U.S. 11th Cir. Court of Appeals, Atlanta, GA.

- *Carlos Alonso Cano et al v. 245 C & C, LLC et al.* Case No.: 24-12752. Opinion issued on 12/23/25.
- *Carlos Alonso Cano et al v. 245 C & C, LLC et al.* Case No.: 24-12584. Opinion issued on 08/26/25.

In the U.S. Supreme Court

- *Carlos A. Alonso Cano, et al., v. 245 C & C, LLC, et al.* Case No. 24-207. Petition (Pet.) denied on (11/04/24).
- *Carlos A. Alonso Cano, et al., v. 245 C & C, LLC, et al.* Case No. 24-385. Pet. denied on (11/18/24).
- *Carlos A. Alonso Cano, as Next Friend of His Minor Daughters… v. 245 C & C, LLC, et al.* Case No. 25-793. Pet. denied on (02/23/26).

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PETITION FOR WRIT OF CERTIORARI

Appellants' Petition for Writ of Certiorari to review the order denying our Petition for Rehearing and Rehearing En Banc of the U.S. 11th Circuit Court of Appeals (Court of Appeals).

ORDERS BELLOW

The orders in (App. A & C) are reported as (Doc. 172-1 & 190-2) in the USCA11 Case No. 23-12413.

JURISDICTION

The Court of Appeals entered these orders on (12/23/25) and (03/25/26) respectively. This Petition is timely filed on (06/22/26). This Court has jurisdiction under 28 U.S.C. § 1254(1).

CONSTITUTIONAL AND STATUTORY PROVISIONS INVOLVED

a) The Seventh Amendment to the U.S. Constitution provides: "In Suits at common law, where the value in controversy shall exceed twenty dollars, the right of trial by jury **shall be preserved**..."

b) Fed. R. Civ. P. (**FRCP**) 38(a): "The right of trial by jury as declared by the Seventh Amendment to the Constitution or as provided by a federal statute **is preserved to the parties inviolated**."

c) FRCP 39(a): "When a jury trial has been demanded under Rule 38, the trial on all issues so demanded **must be by jury** unless the parties or their attorneys **file a stipulation to a nonjury trial or so stipulate on the record**."

d) 42 U.S.C. § 3604(f)(1)(A); (B); (C): The Fair Housing Act (**FHA**) makes it unlawful **to discriminate in the rental**, or to otherwise make unavailable **or deny**, a dwelling to any **renter because of a handicap** of **that person**; a person residing in that dwelling after it is so rented; or **any person associated with that person**.")

e) 42 U.S.C. § 3604(f)(3)(B): Discrimination includes a refusal to make **reasonable accommodations** in rules, policies, practices, or services, when such accommodation **may be necessary** to afford **such person** equal opportunity to use and enjoy a dwelling." And a "**refusal to permit** at the expense of the handicapped person a **reasonable modification** if it **may be necessary to afford such person full enjoyment of the premises**. 42 U.S.C. § 3604(f)(3)(A).

f) 42 U.S.C. § 3613(a)(1)(A) & (B): An aggrieved person may commence a civil action… not later than 2 years after the occurrence **or termination** of an alleged discriminatory housing practice, **not including** any time during which an administrative proceeding under this title was pending.

g) 42 U.S.C. § 3617: "It shall be unlawful to coerce, intimidate, threaten, or interfere with any person in the exercise of any right granted or protected by section 3603, 3604, 3605, or 3606 of this title.

h) 24 C.F.R. § 100.400(5). It is unlawful to retaliate against any person because has made a complaint in a proceeding under the FHA; and Id(6) reported a discriminatory housing practice to a housing provider or other authority.

STATEMENT OF THE CASE

Pro se litigants' pleadings are construed liberally. *Haines v. Kerner*, 404 U.S. 519, 520-21 (1972).

A. Jury Trial Demand

1. Petitioners initiated this action on (**5/06/19**), alleging violations of the FHA and requesting a **trial by jury** in their Complaint (**DE 1**) and Second Amended Complaint (**SAC**) (**DE 92**, 12/02/19); and sought legal remedies, including compensatory and punitive damages, attorney fees and costs of litigation in (DE 1 & 92)[1] but they and their attorneys **never** stipulated on the record a nonjury trial pursuant to FRCP 39(a)(1).

2. On (07/30/19), the parties voluntarily consented to the jurisdiction of a magistrate judge (DE 46), pursuant to 28 U.S.C. § 636(c). On (08/05/19) the matter was assigned to the Hon. Magistrate Judge John J. O'Sullivan (the Magistrate Judge), to decide only on "Motions concerning Discovery" (DE 49) pursuant to (DE 46) and 28 U.S.C. § 636(c) (**EA**).

3. On (12/27/19), the case was reassigned to the Magistrate Judge (DE 129), including Respondents' motion to strike the jury demand (DE 106). Contrary to the requirements of 28 U.S.C. § 636(c)(2), the District Court failed to advise the parties that they could withhold consent to this specific reassignment without adverse consequences. The Order (DE 129)

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[1] Vol. I, App. B & C: (Doc. 115-1), (pg. **146** & **202**) respectively. **DE**- means docket entry in the case No. 1-19-cv-21826-JAL; **Doc**.- means docket entry in the USCA11 case No. 23-12413.

<u>didn't mention</u> under what statute was made that referral (emphasis added) (**<u>EA</u>**).

4. On (03/19/20), the Magistrate Judge entered Order (DE 180) denying Petitioners' demand for a jury trial. This Order **<u>did not provide</u>** the required notice to the pro-se Petitioners regarding their **<u>right to file written objections</u>** pursuant to FRCP 72(a). Consequently, Petitioners did not file objection to this Order within the 14-day window."

5. On (07/20/23), the District Court entered Orders (DE 678, 679). Petitioners' former lawyer filed a timely Motion for Additional Findings of Fact (DE 681), which was denied (DE 682). Petitioners timely appealed (**<u>DE 683</u>**), contesting Orders (DE 88, 98, 129, 160, 179, 180, 555, 678, 679).

6. The Court of Appeals issued an **<u>Unpublished Opinion</u>** (Pet. App. A, pg. 1a-20a) affirming the judgment **<u>without addressing</u>** Petitioners' appeal of (DE 129) and <u>dismissing</u> the appeal of (DE 180), for alleged lack of jurisdiction, because Petitioners failed to timely object to the Magistrate Judge's Order, [<u>notwithstanding the lack of notice regarding objection rights</u>.], FRCP 72(a).

7. Petitioners timely filed a Petition for Rehearing and Rehearing En Banc (Doc. 187, 2/18/26) that was denied (Pet. App. C, page (pg). 23a-24a).

B. <u>Discovery Sanctions against Carlos</u>

8. On (08/16/19), Petitioners' counsel, Mr. Michael Lutfy, received the Discovery Requests from Respondents, but **<u>did not provide</u>** them to

Petitioner Carlos until (09/18/19), (**33 days later**),[2] instructing Carlos not to respond to everything in the questions (5, 6, 8, 12),[3] and Mr. Lutfy made legal objections[4] to not respond to some questions (**EA**).

9. On (11/19/19), the Magistrate Judge entered the Order (DE 88) instructing Petitioners to pay $3,000 as sanction. On (12/12/19), ordered that only Carlos should pay it (DE 98).

10. Timely objections (DE 150, 153) were filed and subsequently overruled (DE 160).

11. The Court of Appeals affirmed the imposition of sanctions (Pet. App. A, pg. 2a-5a). The Court of Appeals subsequently denied a timely Petition for Rehearing (Pet. App. C, pg. 23a-24a).

C. Summary Judgment and Bench Trial

a. **Petitioners' Accommodations and Modification Requests**

12. On (02/03/13), in October 2015, and in October 2016, Petitioner Carlos, **as a reasonable accommodation** requested Vilma Hernandez manager of Villas of Hialeah (VOH), the 2nd disabled parking space, the nearest with the aisle for Angie's wheelchair at the left side.[5]

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[2] (Doc. 110), (pg. **64**: pt. **104**) & (Doc.187), (pg. **60**), saying "Carlos **take a look** and "**admit**" or "**deny**" these allegations," and attached the document **Questions.pdf**. for first time (**EA**).
[3] (Doc. 187), (pg. **61 & 62**).
[4] Id, (pg. **64 & 65**).
[5] **Carlos**' (**6/06/23**) Trial Transcripts **TT** 3:10-13; 5: 6-8; 8:15; 9:3-22; 10:9-12, 24-25; 11:1-8; 12:1-14; 13:12-16; 15:15-20.

13. Carlos' Trial transcripts of (**6/06/23**) confirm that on (**8/04/16**), the Plaintiffs met Tom Cabrerizo (Owner & CEO of 245 C & C, LLC), complained to him against Vilma for denying their former requests for Angie and the renewal of their lease contract on (8/03/16), and requested a new yearly lease contract; the 2nd disabled parking space for Angie and permission to remodel his bathroom. During trial, Petitioner Jany confirmed these requests were made in her presence on (8/04/16). Mr. Tom, said that he did not remember what was said during that conversation, despite recognizing that he met the five Plaintiff on (8/04/16), **including Angie in his wheelchair**.[6]

14. On (**9/09/16**), the Manager Marlein García, notified the Petitioners that Tom denied their requests; that they were not welcome on the property anymore and offered money for relocation.[7] Petitioners refused to leave and Marlein offered a new Month to Month Lease Contract (**MMLC**). Weeks later Petitioners received the MMLC but refused to sign it voluntarily for not liking its terms. During the bench trial, Marlein Garcia **did not remember** the date of the meeting and what was said there.[8]

15. On (**10/19/16**), Respondents **coerced** the Petitioners into signing the MMLC, **under threats of**

[6] **Tom's** (**6/09/23**) (Cross. by Mr. Dunlavy) **TT** 17: **17-22**
[7] **Carlos**' (**6/06/23**) **TT** 7: 8-11; 13: 8-11; 14: 12-25. See also **Fe's** (**6/06/23**) **TT** 13: 2-5; 17: 7-19. See also (**DE 470**), (pg. **54**: pt. **79 & 83**; and pg. **55**: pt. **83 & 84**), (**EA**).
[8] Vol. IV. **App. 12** (Doc. 115-4), (pg. **92**: pt. **19**); (pg. **93**: pt. **19-20**)

eviction effective (10/31/16).[9] To keep Angie at VOH, Petitioners signed the MMLC on (10/28/16).[10]

16. Carlos' trial transcripts of (6/06/23) confirm that he made the same requests to Vilma, on early March 2017, on (3/29/17), and on (4/07/17), but Vilma denied them.[11] (EA).

17. José Vega (Spanish interpreter) incorrectly stated some dates[12] of Petitioners' requests. The trial Judge noted the courtroom audio was defective.[13]

b. Petitioners' protected activities
Respondents' adverse actions

18. Before hurricane "Irma" hit Miami on (9/10/17), Petitioner Carlos put tapes in the glass doors and windows of their apartment at VOH, to protect his children including Angie, from been cut by a broken glass. On (**9/12/17**), after **three days without power**, Carlos and Jany handed Vilma **a written request**[14] asking her for a portable generator and a portable Air Conditioning (A/C) to improve Angie's distress and lack of sleep for the lack of A/C, **which Vilma denied**, saying **[we have no generators]**,[15]

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[9] Vol. IV, **App. 8** (Doc. 115-4), (pg. **64**) = (Doc. 187), (pg. **106**).
[10] Id (pg. **62-63**).
[11] **Carlos**' **(6/06/23)** **TT** 8:17-24; 10: 13-24. (EA).
[12] Id **TT** 5:15; 5:16; 7:3-4; 11:10; 12:1, 4, 9.
[13] Id **TT** 5:15; 6:16; 7:3-4; 11:12; 12:8-10, 25. See also **Fe's** **(6/06/23)** **TT** 10:1-12 and **Vilma's** **(6/26/23)** **TT** 2; 22:17-21, **22:22** "Yeah, it doesn't seem to be working well;" Id **23:1** "**That's a problem we have for eternity here**." The Trial Judge said (EA).
[14] Vol. IV, **App. 16** (Doc. 115-4), (pg. **128**) (**EA**).
[15] Id **App. 18**, Id (pg. **168**: ln. **6-7**) (**EA**).

as confirms the letter from Mr. Lowenhaupt to the HUD investigator Mr. Vargas on (**10/31/17**) (**EA**).

19. On (9/15/17), Petitioners got from the floor in front of their apartment a wet **undated paper**[16] asking to remove all tapes or to be fined $ 150.00.

20. On (**9/18/17**), Petitioners Carlos **in good faith** handed Vilma a **written request**[17] and asked her as a reasonable accommodation to allow Petitioners to "keep the tapes without been fined" which the District Court considered [**protected activities**].[18] Vilma denied this request too and Carlos complained to her for denying all the requests made on the 12th and the 18th, and informed Vilma that Petitioners intended to file a **2nd complaint** with HUD.[19] (**EA**).

21. On (**9/25/17**), Respondents gave Petitioners a **Seven-day Notice to Cure**[20] and on (**9/26/17**) a "**Notice Terminating**[21] their MMLC, without saying the words "**generator**" or that "**the tenant Mariela complained against them**" used as the **main reasons** to evict Petitioners a year later (**EA**).

22. On (**10/02/17**), Petitioners **engaged in two protected activities**, by declaring for the HUD investigation and participating in a **HUD led conciliation process** during which Carlos dictated to Mr. Vargas (HUD's investigator), the requests to accommodate Angie in VOH and their conditions to

[16] Vol. I, **App. F** (Doc. 115-1), (pg. **216**)
[17] Vol. IV, **App. 16** (Doc. 115-4), (pg. **129**) (**EA**).
[18] Vol. III, **App. O** (Doc. 115-3), (pg. **93**: **4-8**) (**EA**).
[19](Doc. 187), (pg. **163**) = (**CAAFF**), (pt. **53**) in (**DE 502**).
[20] Vol. IV **App. 16** (Doc. 115-4), (pg. **130**).
[21] Id (pg. **131**).

settle with the Respondents, which Mr. Vargas labeled "**Alonso Asked Remedies**" (**AAR**)[22] and gave to Vilma that day and the next to their lawyer.

23. On (**10/03/17**), Mr. Lowenhaupt stated that he and Respondents received copies of Petitioners' HUD's complaint on (**9/28/17**).[23]

24. On (**10/04/17**), Respondents gave Petitioners the "**Notice of Nonrenewal and Termination**"[24] of the MMLC and **threatened to evict them** if they did not vacate by (01/31/18) but didn't mention the "**generator**" or "Mariela complained against them."

25. On (**11/14/17**), Mr. Vargas sent Petitioners the Respondents' "**Proposals**"[25] for conciliation, without responding each request included in the **AAR** (**EA**).

26. Petitioners prevailed **in State Court**[26] but it was reversed by **fraud upon** that Appellate Court. See the "**Writ of Review**" at (Doc. 110), (pg. **59-62**).

27. The Court of Appeals denied to entertain the "Bill of Review," asserting that the Rooker-Feldman Doctrine barred it,[27] despite that the case of *Behr v. Campbell* (11th Cir. 2021)[28] it cited and *Exxon Mobile Corp.*, 544 U.S. 280 (2005) **contradict it** (**EA**).

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[22] Vol. IV, **App. 14** (Doc. 115-4), (pg. **108-112**) (**EA**).
[23] (Doc. 187), (pg. **219**), (**EA**).
[24] Vol. IV, **App. 13** (Doc. 115-4), (pg. **106**). Initiated the eviction
[25] Id **App. 14** (Doc. 115-4) (pg. **113**) = (Doc. 187). (pg. **225-226**).
[26] Vol. I, **App. E** (Doc. 115-1), (pg. **208-213**) (**EA**)
[27] (Doc. 187), (pg. **228**) (**EA**).
[28] (Doc. 187), (pg. **230-234**) (**EA**).

REASONS FOR GRANTING THE PETITION

A. Jury Trial Demand

a. The Court of Appeals departed from its jurisdiction and duty to entertain Petitioners' appeal of the order (DE 180)

28. Since the Magistrate Judge [**did not**] advise Petitioners **as pro se litigants**, of their right to serve and file objections to the Order (**DE 180**),[29] pursuant to Rule 72(a), they were not barred from appealing it, and the **decision** for review **conflicts** with:

(1) *Allen v. Meyer*, 755 F.3d 866, 868 (9th Cir. 2014). "Under 28 U.S.C. § 1291, "**We have jurisdiction to determine whether we have jurisdiction**." E.g., *Aguon–Schulte v. Guam Election Comm'n*, 469 F.3d 1236, 1239 (9th Cir.2006). "**We review de novo whether a magistrate judge has jurisdiction**." See *Hajek v. Burlington N. R.R. Co.*, 186 F.3d 1105, 1107–08 (9th Cir.1999) (raising issue of appellate jurisdiction [**sua sponte**] and reviewing whether magistrate judge had jurisdiction) (**EA**).

(2) *Thomas v. Arn*, 474 U.S. 140 (1985).[30] "A court of appeals may adopt a rule conditioning appeal at least when it incorporates "**clear notice**" to the litigants and an opportunity "**to seek an extension of time**" for filing objections. Pp. 474 U.S. 145-155. If the 6th Circuit held that the petitioner waived her right to appeal, that was not sufficient to invalidate its supervisory power. Pp. 474 U.S. 146–148.

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[29] Vol. IV, **App. 6** (Doc. 115-4), (pg. **30-37**) (**EA**).
[30] (Doc. 187), (pg. **69**).

(3) *Wright v. Collins*, 766 F.2d 841 (4th Cir. 1981).[31] "Because the **pro se litigant** in this case **received no notice** of the consequences of a failure to object to the magistrate's report, we hold that this failure to object will not operate to bar his appeal." (**EA**).

b. This petition should be granted for the same reasons certiorari was granted in *Curtis v. Loether*, 415 U.S. 189 (1974)

29. The Deprivation of a Jury Trial in Title VIII of the Civil Rights Act of 1968, presents an **important question of Federal Law** for which this petition should be granted to settle the scope of a magistrate judge's authority over fundamental constitutional rights when acting without explicit party's consent, and because the decision to review **conflicts** with:

(1) *Rogers v. Loether*, 467 F.2d 1110 (CA7 1972). The 7th Circuit Court concluded that the **7th Amendment** gave respondents **the right to a jury trial** in that action and considered the applicability of the constitutional right to a jury trial in actions enforcing statutory rights "**as a matter too obvious to be doubted**." 467 F.2d at 1114.

(2) *Curtis v. Loether*, 415 U.S. 189 (1974), which affirmed Rogers v. Loether, 467 F.2d 1110 (CA7, 1972) held "One bit of testimony during committee hearings indicates an awareness that **jury trials would have to be afforded in damages actions under Title VIII**, and [**more important**], the relief

[31] (Doc. 187), (pg. **70**: ln. **8-12**) (**EA**)

sought here – actual and punitive damages -- is the traditional form of relief offered in the courts of law. Id. Page 415 U.S. 196 (1974).

(3) *Palmer v. United States*, 652 F.2d 893, 896 (9th Cir. 1981) (" [A] party's acquiescence to the district court's maintenance of a bench trial, without more, **is insufficient** to establish a withdrawal of a jury demand. See *EEOC v. Corry Jamestown Corp.*, 719 F.2d 1219, 1225 (3rd Cir. 1983) (failure to seek mandamus or interlocutory appeal of court's striking of jury demand **does not constitute waiver**) (**EA**).

(4) *Fleitman in Ross v. Bernhard*, 396 U. S. 531, 396 U. S. 535-536 (1970). The **7th Amendment** **requires a jury trial upon demand**, if the statute creates legal rights and remedies, **enforceable in an action for damages**. Page 415 U.S. 194, which sounds basically in [**tort**],[32] since the statute defines [**a new legal duty**] to not discriminate under the FHA and noncompliance authorize the courts to compensate a plaintiff for the injury caused by **the defendant's wrongful breach**. Page 415 U.S. 195.

30. ***Therefore***, since in *Curtis v. Loether*, 415 U.S. 189 (1974), **this court said**: "In view where [**importance of the jury trial issue**] in the administration and enforcement of Title VIII and **the diversity of views in the lower courts** on the question, [**we granted certiorari**], 412 U.S. 937 (1973), [**we request to grant this petition**] (**EA**).

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[32] A tort is a civil wrong—**other than a breach of contract**—that **causes harm**, **injury**, or **loss** to another person **property**, or **reputation**, making the perpetrator (tortfeasor) **liable for damages**. Tort law aims **to compensate victims**, **often through monetary damages** (**EA**).

c. The Court of Appeals departed from the accepted course of judicial proceedings for not vacating (DE 180) for lack of Jurisdiction of the Magistrate Judge

31. The lower court's approval of a magistrate judge's final disposition over the jury trial demand of FHA claims made without the explicit written consent of all parties **represents a fundamental structural error**. This Court's intervention is necessary to exercise its supervisory authority over the lower courts and **prevent the erosion of constitutional procedural protections**, because the decision to review **conflicts** with:

(1) *Branch v. Umphenour* (9th Cir. 2019).[33] "*Branch* indicated his consent in September of 2008, but defendants [**did not**] until November of 2015 [**over seven years later**] (**EA**). The statutory scheme seems to contemplate a contemporaneous or near-contemporaneous decision by the parties. Cf. 28 U.S.C. 363(c)(2) ("The decision of the parties shall be communicated to the clerk of the court"). "**We assume that Branch's consent remained effective**," (**EA**). ***Consequently***, applying that standard here, the Court of Appeals should have found that the "**the restricted jurisdiction**" given in (**DE 46**) pursuant to 28 U.S.C. § 636(c) ("Upon the consent of the parties, a magistrate judge may conduct any proceeding"), [**remained effective through Petitioners' litigation in the District Court**], and since the parties never communicated that their consent changed, the Magistrate Judge **exceeded his jurisdiction** when entered the Order (**DE 180**),

[33] (Doc. 187), (pg. **97**: FN 4). So, our (**DE 46**) remained effective.

since it decided a "**Pre-Trial Motion**," an action the Magistrate Judge was prohibited from taking pursuant the (**DE 46**), (pt. **10**) (**EA**).

(2) The Order (**DE 180**), was **due to be deemed null**, because any action taken by a magistrate judge **beyond** this statutory grant of jurisdiction is, however, ["**a nullity**."] *Allen v. Meyer*, 755 F.3d 866, 868 (9th Cir. 2014) (quoting *Kofoed v. Int'l Bhd. of Elec. Workers*, Local 48, 237 F.3d 1001, 1004 (9th Cir. 2001)).

(3) *Glidden Co. v. Zdanok*, 370 U.S. 530 535-36 (1962). "When the statute claimed [**to restrict authority**] is not merely technical but [**embodies a strong policy concerning the proper administration of judicial business**], this Court has treated the alleged defect as ["**jurisdictional**"] and [**agreed to consider it on direct review**] even though [**not raised at the earliest practicable opportunity**]. E.g., *American Construction Co. v. Jacksonville, T. & K.W. R. Co.*, 148 U. S. 372, 148 U. S. 387-388 (1893).

Therefore, based on the decisions in *Glidden v. Zdanok* and *American Construction Co*... this is the **2nd federal question** of national importance for which this petition **should be granted too** (**EA**).

d. The Court of Appeals departed from the accepted course of judicial proceedings for not vacating (DE 129) for Lack of Explicit Consent of the Parties

32. The decision for review overlooked that the parties didn't consent to (DE 129) that lacked a **statute** for referral, and **conflicts** with (FN 33) and:

(1) *Pacemaker Diagnostic Clinic of Am., Inc. v. Instromedix, Inc.*, 725 F.2d 537, 546 (9th Cir. 1984) (en banc) (Kennedy, J.). "We noted, in particular, the "element of judicial control in the Article III authority [**to cancel**] an order of reference, [**sua sponte**] or on application of the parties." Id. at 545.

(2) *Roell v. Withrow*, 538 U.S. 580, 586 (2003). Certainly, **notification of the right to refuse** the magistrate judge is a prerequisite to any inference of consent, so that aspect of § 636(c)(2)'s protection **is preserved**. Id 588. S. Conf. Rep. No. 96-322, p. 7 (1979); see also S. Rep. No. 96-74, at 5 ("The bill clearly requires the **voluntary consent** of the parties **as a prerequisite** to a magistrate's exercise of the [**new**] jurisdiction. (**EA**). ***Therefore***, **this is the 3rd federal question of national importance for which this petition should be granted** (**EA**).

e. The Court of Appeals departed from the accepted course of judicial proceedings for not finding the MMLC was voidable

33. In 2009, Petitioners came from Cuba where they had their own house and don't exist landlords and tenants. For the first time they signed a lease contract on (**10/29/11**) in VOH, **without legal representation** and **not knowing Englis to read and understand a lease contract**. Vilma only told Carlos the amount of rent they would pay monthly, but she **never explained** to him the jury trial waiver

clause. All the lease contracts were written in English, and Vilma **never gave** Petitioners a copy translated to Spanish (Petitioners' firs language). The first time Carlos knew that there existed a jury trial waiver clause was [**after**] February 1st, 2018, during a meeting with Mr. Christ Brochyus from Legal Aid of Greater Miami (Doc. 115-4, pg. **204**), who represented Petitioners in the eviction lawsuit.

Therefore, the Petitioners didn't knowingly and voluntarily consent to the jury waiver clause, and the decision for review **conflicts** with:

(1) *Carmona v. Lincoln Millennium Car Wash*, No. BC484951 (Cal. 2nd App. 2014). The Court of Appeals found an employment agreement **procedurally and substantively unconscionable** because the employer translated some parts into Spanish but "**hid**" key English-only provisions from non-English speaking employees. [Here, Respondents "**hid**" key "**Jury trial waiver clause**" from non-English speaking tenants] (**EA**).

(2) *Penilla v. Westmont Corp*. No. B262097 (Cal. 2nd App. 2016). The arbitration provision in a rental agreement **was procedurally unconscionable** for "**Lack of Translation**," since the landlord failed to provide a Spanish-language copy of the agreement to tenants who did not understand written English, and for "**No Explanation**," since **the terms were never explained** to the tenants in their native language. [Vilma **never explained** to Petitioners the jury trial waiver clause and never gave them translated versions of each lease contract.] (**EA**).

(3) The "jury trial waiver clause" [**doesn't exist**] in the MMLC signed on 10/28/16, which **isn't** a continuation of the former lease contracts, as Vilma stated in her **sworn** deposition for the eviction case, saying "**It's not a renewal it's month to month**"[34] which confirmed the Hon. Judge Milena Abreu, saying "The lease between the parties is governed **as a month-to-month tenancy**." See (Doc. 115-1), (pg. **208**: ln. **17**). See also *Pierre's Caribbean Cuisine LLC, et al. v. Lease Florida LLC* (3rd D.C. App. Fla. 2025). "We **reject** Landlord's contention that the tenant was bound by the Guaranty's jury trial waiver, because the Lease Agreement **does not include a jury trial waiver provision**" (**EA**).

(4) See points (pt. **14**, **15** & **FN 7**). The Respondents coerced Petitioners to sign the MMLC. See *Matter of Abramovich v. Board of Educ. of Cent. School Dist.*, 46 NY 2d App. 450, 455 [1979]. "**Contractual provisions entered under duress or coercion may not be enforced**."

(5) *Aetna Insurance Co. v. Kennedy to Use of Bogash*, 301 U.S. 389 (1937). This Court established that federal courts must "**indulge every reasonable presumption against waivers**" of the Seventh Amendment right to a jury trial. This rule [**serves as a precedent**] ensuring that courts **do not lightly accept** that a party has abandoned their right to have their case heard by a jury, and a **pre-dispute contract clause or a procedural mistake should not result in the forfeiture of a jury trial**. Id. (**EA**).

[34] Vol. IV **App. 8** (Doc. 115-4), (pg. **69**: ln. **3**) (**EA**).

(6) The **SEVERABILITY**[35] clause in Petitioners' lease contracts of 2011 and 2013, stated "If any term of the Agreement is found **to be contrary to the laws**, them said term shall not apply."

Consequently, "**any jury trial waiver clause**" in Respondents' lease contract was substantively unconscionable and therefore unenforceable, because was contrary to the 7th Amendment; as was the MMLC contrary to Petitioners' right under the FHA to request reasonable accommodations to assure Angie's a quiet enjoyment of the premises (**EA**).

B. Discovery Sanctions against Carlos

34. The decision for review departed from the accepted course of judicial proceedings for not finding that the magistrate judge exceeded his jurisdiction by entering the Orders (**DE 88**, 11/19/19) and (**DE 98**, 12/12/19) when the parties' voluntary consent (**DE 46**, 07/30/19) **remained in effect**, pursuant the decision in Branch (**pt. 31**(1)), and because those orders granted defendants' **motion for sanctions**, an action the Magistrate Judge **was prohibited from taking**, pursuant (**DE 46**) (pt. 4)[36] (**EA**); and the decision for review conflicts with:

(1) *Goodyear Tire & Rubber Company v. Leroy Haeger*, et al. 581 U.S. 2017,[37] in which this Court stated: "We consider a federal court's inherent authority to sanction a litigant [**for bad faith conduct**] (**EA**), but such an order is limited to the fees the innocent party incurred [**solely because of the bad faith**]. Here, the

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[35] (Doc. 187), (pg. **101**: pt. **30**).

[36] **No jurisdiction** for "**Motions for Sanctions**" or "**Contempt**"

[37] (Doc. 187), (pg. **54-58**).

Court of Appeals [**did not find bad faith**] (**EA**), since it only said "Because Cano failed to demonstrate that his delay in disclosing discovery was substantially justified, we affirm the impositions of sanctions against Cano," Here, Petitioners were represented by (Mr. Lutfy)[38] , when the Order (**DE 88**) was entered, consequently, any sanction should have been against him, since in "Goodyear," the sanction was against their lawyer, because of engagement in a "**years-long course**" of **bad faith behavior together with the client**. 906 F. Supp. 2d 938, 972 (D. Ariz. 2012), and for making "**repeated and deliberate attempts to frustrate the resolution of the case on the merits**." Id. At 971. ***But*** here, Carlos **showed good faith** by **responding quickly** to the discovery requests under the instructions of his lawyer, as soon as he received them (**33**) **days late**. See e.g. Carlos received the **Questions.pdf** attached to the email sent by Mr. Lutfy on (**9/18/19**)[39] and Carlos emailed his responses back on (**9/25/19**)[40] (**only seven days later**). ***Here***, Mr. Lutfy instructed Carlos to answer only the questions (**No. 5, 6, 8 & 12**) and Mr. Lutfy **answered the others**[41] and **made objections**,[42] which Mrs. Langbein didn't accept and **caused the real delay** by engaging in a lengthy exchange of

[38] With order (**DE 89**) Mr. Lutfy stop representing Carlos **only**.
[39] (Doc. 187), (pg. **60**)
[40] Id (pg. **65**). See **Carlos' signature** on (**09/25/19**) (**EA**).
[41] Id (pg. **61-62**) (**EA**).
[42] Id (pg. **64-65**) (**EA**).

emails with Mr. Lutfy, ***but*** the Trial Judge "was not interested in Mr. Lutfy's wrongdoings.[43] (**EA**).

Therefore, pursuant to FRCP 37(a)(5)(ii) & (5)(iii), these sanctions should not have been imposed against Carlos, whose "alleged nondisclosure" **was substantially justified**, and the **circumstances made the payment of sanctions unjust**, ***but*** Carlos [**never acted in bad faith**]. There was no prejudice for Respondents, since Carlos produced the discovery, but **was improperly targeted**, since discovery failures are typically the fault of counsel (**as occurred here**). The Court of Appeals, **sua sponte**, **should have vacated** the Orders (DE 88, 98 & 160) and the Petitioners, respectfully request now remand and **return the $3,000.00 to Carlos**.

C. Summary Judgment and Bench Trial

a. Evidence suggesting that Fraud was committed Upon a State Appellate Court

35. **It is undisputed**, that Petitioners Carlos and Jany requested a portable generator and a portable A/C unit to Vilma on (**9/12/17**), see (**FN 14**), which she denied outright, without "advising Petitioners this was a fire code violation or a breach of any lease provision,"[44] as was **falsely stated** in [**seven**] occasions in Respondents' "Appellants' Brief"[45] drafted, signed and filed by Mrs. Langbein, which **served to reverse** the correct verdict in Petitioners' favor in the Fla. Case **No.**

[43] Carlos' Cross Exam. **TT** of (**6/20/23**). See (pg. **26**), (ln. **17-19**).
[44] Vol. I, **App. E** (Doc. 115-1), (pg. **210**), (ln. **3-4**) (**EA**).
[45] Vol. IV, **App. 15** (Doc. 115-4), (pg. **204 - 205**) (**EA**).

2018-000236-CC-21, because, as shows the letter written and hand delivered [**more than two years earlier**], on (**10/31/17**), by Mr. Lowenhaupt (Respondents lawyer during the eviction case) to the HUD investigator Mr. Vargas, Vilma [**only**] said to Carlos ["**we have no generators**"] and "**the Fire Fighters said, they were not making anybody to remove the generators**," then, "various tenants operated **legally their generators**"[46] (**EA**), but only the Petitioners were evicted **using those false arguments**, that were fabricated [**after**] the Petitioners filed their complaint with HUD on (**9/27/17**). See (pt. **21 & 24**).

b. The Court below departed from the accepted course of judicial proceedings by not finding a pattern or practice of discrimination and retaliation here

36. On (**9/18/17**), Petitioner Carlos met Vilma and in good faith handed her a written request and as a reasonable accommodation, asked her "**to not being fined for keeping the tapes**" (**FN 17**), which Vilma denied, despite that it would not cause Respondents any undue monetary burden or change in their policies, **since they had no written rules for the hurricane season**.[47] The act of requesting reasonable accommodation in good faith [is protected activity.]; *Kitchen v. Phipps Housing Grp of Cos.*, 380 F. Appx. 99 (2nd Cir. 2010).

37. The District Court said, "**protected activities**" that could form the basis of Plaintiffs' claim in **Count Nine** is: (1) **placing tape on their window**; and (2)

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[46] Vol. IV, **App. 18** (Doc. 115-4), (pg. **168**: ln. **6-7**; **35-37** & **41-42**) = (Doc. 187), (pg. **174**) (same) "**to operate legally**." (**EA**).
[47] (Doc. 152), (pg. **175**) (**EA**).

their (**9/18/17**) **request for permission to keep tape without being fined**.[48] (**EA**).

38. On **September 25, 2017**, the Petitioners received a **Seven Day Notice to Cure**[49] which violated the Fla. Stat. § 83.56(2)(b) (for requesting **immediately** removal of all tapes), however, given that the tapes were not removed on the 25th, Vilma sent Petitioners a "**Notice of Termination**"[50] of their MMLC the next day **September 26, 2017**, which failed to set forth the grounds for the termination and **was illegal** for failing to grant **the legally required seven-day period** for the removal of the tapes. That termination was an [**adverse action**], for taking place **only eight days** [**after**] Petitioners engaged in protected activities on (**9/18/17**) and for interfering with their desire to keep the tapes and remain at VOH (**EA**).

39. Most courts apply a standard to FHA retaliation claims that **does not** require proof of intentional discrimination based on plaintiffs' membership in a FHA protected class, **but proof that**: (1) plaintiff engaged in protected activity; (2) plaintiff suffered an adverse action; and (3) there was a causal link between the two. *Wetzel v. Glen St. Andrew Living Cmty.*, LLC, 901 F.3d 856, 868 (7th Cir. 2018) and *Hall v. Greystar Mgmt. Serv. L.P.*, (4th Cir. 2016). "An adverse action must be in the form of **coercion**, **intimidation**, **threats**, or **interference**" *Brown v. City of Tucson*, 336 F.3d 1181, 1192 (9th Cir. 2003).

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[48] Vol. III, **App. O** (Doc. 115-3), (pg. **93**: ln. **4-8**) (**EA**).
[49] Vol. IV, **App. 16** (Doc. 115-4), (pg. **130**), (**EA**).
[50] Id (pg. **131**), (**EA**).

40. As to **Count IX**, Petitioners established a prima facie case of retaliation, because they engaged in protected activities on (**9/18/17**) and (**8**) **days later**, an **adverse action** was taken against them. And Summary judgment should have been precluded in **Count IX**, because genuine issues of material fact remained as to whether: (1) was reasonable to allow Petitioners to keep the tapes without being fined or terminated; (2) was illegal the Termination Letter of (**9/26/17**); and (3) was an adverse action under the FHA, issues that should have been decided by a jury.

41. On (**9/27/17**), Petitioners engaged in **another protected activity**, by **filing a 2nd complaint with HUD**. Mr. Lowenhaupt and the Defendants' managers (including Vilma) received copy of it on (**9/28/17**), see (**FN 23**). See *Kris v. Dusseault Family Revocable Trust of 2017*. No. 18-cv-566LM (D.C. N. H. 2019).[51] "Protected activity includes the filing of complaints with federal or local housing authorities."

42. On (**10/02/17**), Petitioners engaged in further protected activities [**declaring for the HUD investigation**] and [**participating in a conciliation process**] led by HUD investigator Mr. Vargas, during which Carlos dictated to him all the reasonable accommodation and modification required for Angie, as well as the terms for reaching a settlement with Respondents—items which Mr. Vargas designated as the "**Alonso-Asked Remedies**" (**AAR**);[52] and after Carlos had instructed Mr. Vargas on how to access the leasing office where Vilma was waiting for him, Mr. Vargas delivered her the AAR that day, and on (10/03/17) emailed

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[51] (Doc. 187), (pg. **188**, **right section**: ln. **1-19**)) (**EA**).
[52] Vol. IV, **App. 14** (**Doc. 115-4**), (pg. **108-112**) (**EA**).

them to Mr. Lowenhaupt who represented the Respondents during the conciliation and the HUD investigation.[53]

43. On (**10/04/17**), Respondents gave Petitioners the "**Notice of Nonrenewal and Termination**" of the MMLC (**FN 24**), without stating the motive, but it was another adverse action for been served seven (7) days [**after**] Petitioners filed the HUD complaint on (**9/27/17**) and two (2) days [**after**] Petitioners declared for the HUD investigation on (**10/02/17**) and Vilma received from Mr. Vargas, Carlos' asked remedies **AAR** to conciliate with Respondents (**EA**).

44. The Court of Appeals: (1) should have concluded that in the **Count XI**, the Petitioners established a prima facie case for interference and coercion under 42 U.S.C. § 3617 and Retaliation under 24 CFR 100.400, because of the **very close proximity** between Petitioners' protected activities on (**9/27/17**) and (**10/02/17**), and Respondents' adverse action on (**10/04/17**); and (2) should have vacated the Order of Summary Judgment (DE 555) for Count XI, because the motivation for Respondents' "**Notice of Nonrenewal**," on (**10/04/17**) was a genuine issue of material fact that should be decided by a jury (**EA**).

45. **It is undisputed** that record evidence **from long time ago**,[54] confirm that [**a conciliation process occurred**]; since Mr. Vargas **was obliged by law to prosecute it**, and that, he certainly provided Carlos' asked remedies (**AAR**) to Respondents during that process, because e.g. his manager Carlos Osegueda FHEO

[53] (Doc. 187), (pg. **219**).

[54] Vol. IV, **App. 13** (Doc. 115-4), (pg. **100-105** & **108-112**). See (**DE 324-1**, 9/28/20), (pg. **10-12**) and (**DE 430**), (pg. **218-220**).

Region IV Director stated, "**Our responsibility** under the law is to undertake an impartial investigation and, at the same time, encourage all sides to reach an agreement, where appropriate, [**through conciliation**]."[55] The **trial transcripts**[56] of (**06/22/23**) show that Respondents received the **AAR**, e.g. when Mrs. Langbein said ("because the respondents in this case or the defendants here, **didn't want to give you everything that you wanted**")[57] (**EA**) of course she was referring to Carlos' requests (**AAR**) because they were the only requests Petitioners made during the HUD investigation, and when Mrs. Langbein said, [**is that I have to establish the conciliation was completed at a certain point**];[58] and also when Carlos responded to Mrs. Langbein [**No, I sent over a Letter with my proposals**].[59] (**EA**).

46. In the (**AAR**),[60] Carlos requested: (**1st**) "We want **to state in this apartment complex**, until can buy our own house, **without any Retaliation**;" (**2nd**) We want a one year leasing contract without any unfair condition;" (**3rd**) "We want they allow us to change our son's bathroom (**Count III**);" (**4th**) "We want the second disabled parking space nearest to our apartment, with the wheelchair ramp at the left side (**Count I**);" (**5th**) We want they do reasonable accommodations in their rules, practices and policies, in order **to avoid more damages to the peace** and

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[55] (DE 430), (pg. **213** : ln. **1-2**) (**EA**) = (Doc. 187), (pg. **197- 198**).
[56] Vol. IV, **App. 15** (Doc. 115-4), (pg. **115-122**).
[57] Id, (pg. **118**: ln. **22-24**).
[58] Id, (pg. **120**: ln. **24-25**) (**EA**).
[59] Vol. IV, **App. 15** (Doc. 115-4), (pg. **119**: ln. **3**).
[60] Vol. IV. **App. 14** (Doc. 115-4), (pg. **108-109**; **112**) (**EA**).

health of my family, **specially of my** daughters and **disabled son** (**Counts V and XIV**); (**6th**) We want they allow us **to put paper tapes** (during hurricane season); (**7th**) We want a (**monetary remuneration**) for all the damages and violation of our rights, they did to my family" (**EA**). The FHA "imposes **an affirmative duty** upon landlords reasonably to accommodate the needs of handicapped persons," *United States v. California Mobile Home Park Mgmt. Co.*, 29 F.3d 1413, 1416 (9th Cir. 1994).

47. The Respondents denied all the requests in the **AAR**, given that they ***neither*** **engaged in a dialogue** ***nor*** **participated in an interactive process** to resolve each request—***neither*** during the conciliation process nor during the three-month duration of the HUD investigation (**EA**), nor did they do so upon receiving the accommodation requests included in the emails sent on [(**09/12/18**), (**02/01/19**), (**04/18/19**), and (**09/24/20**],[61] (**EA**) the last of which had attached Dr. Hoffer's **medical letter** stating that "Angie's considerable distress upon exposure to loud noises was a consequence of his disabilities"[62] and all of them were requests related to **Count V** (**which Vilma had already granted in 2013**),[63] since it didn't impose an undue monetary burden upon Respondents, in 2013 Vilma, at Carlos's request had asked the tree-trimming machine operator to move the machine to the left side of the Petitioners' building at VOH, which reduced the noise level. Under the FHA,

[61] (Doc. 187), (pg. **128-130** & **132-133**) (**EA**).
[62] (Doc. 187), (pg. **133**)
[63] Vol. IV, **App. 17** (Doc. 115-4), (pg. **158**: ln. **2-20**) (**EA**)

a violation occurs when first is denied a reasonable accommodation or modification. *Bryant Woods Inn, Inc. v. Howard Cnty.*, Md., 124 F.3d 597, 602 (4th Cir. 1997).

Therefore, viewing the facts in the light most favorable to the Petitioners, the Court of Appeals departed from the accepted course of judicial proceedings by not finding that "the constructive denial of the requests included in the **AAR** was completed at the conciliation process," and "every time Vilma received the emails mentioned above with the requests related to the **Count V**, applying the reasoning in *Bryant Woods Inn*..(4th Cir. 1997).

48. Besides, the decision for review departs from the accepted and usual course of judicial proceedings, because a reasonable jury could have returned [**a verdict for Petitioners**], on **Counts I, III, and V** (**EA**), and in **all the requests** included in the **AAR**, based on the [**undisputed fact**] that Respondents [**ignored and denied them**] pursuant the "Joint Statement of the Department of Housing and Urban Development and the Department of Justice" (**JSHUDDJ**)[64] saying: "A provider **has an obligation to provide** [**prompt responses**] to reasonable accommodation and modification requests. **An undue delay to respond to them**, may be deemed **to be a failure to provide them**."

Therefore, the Court of Appeals' decision **totally conflicts** with the precepts of the (**JSHUDDJ**)(**EA**).

[64] (Doc. 187), (pg. **111**: pt. **15**) & (pg. **115**: pt.**17**) (**EA**).

49. See (**DE 491**, 8/03/21), (pg. 9: pt. 18(a). "**No need** for further analysis of Respondents' **pretextual**[65] **arguments** about their lack of knowledge of Angie's disability, the reasonableness, or the necessity of the **requests included in the AAR and in those four emails** (related to **Count V**), since Respondents **failed to open a dialogue and enter in an interactive process**. ***Therefore***, since there is a split about landlord's obligation to engage in interactive processes, that is the **4th question of national importance to grant this petition** (**EA**).

50. On **November 14, 2017**,[66] Mr. Vargas forwarded Petitioners the Respondents' [**non-responsive proposals**] decided on **November 13, 2017**,[67] which violated the intent of the FHA **to resolve issues without litigation**, for failing to address each request included in the **AAR**. Instead, saying: (1) "to resolve [**the entire matter**] (**EA**), First, the Complainant would agree to vacate as of June 30, 2018;" (2) "No further extensions will be given." These statements [**meant the denial**] of the (**1st & 2nd**) requests in the **AAR**, at (**pt. 46**); and (3) "Part of this conciliation must be complainants' **withdrawal of the Housing Complaint**." Otherwise, my client, will continue its intention **to commence eviction proceeding on February 1, 2018**" showing Respondents' "**intentional discrimination**" and "**adverse actions**" by interfering, coercing, intimidating and retaliating against the Petitioners, only (**47**) days after they filed their 2nd complaint with HUD on

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65 See *United States v. Hialeah Housing Authority* (11th Cir. 2011). "When a defendant **fails to respond to requests** or **engage in dialogue**, arguments that the accommodation was unnecessary or unreasonable **are deemed pretextual**." (**EA**).

66 (Doc. 187), (pg. **226**) (**EA**).

67 Id (pg. **225**) (**EA**).

(**9/27/17**); and (**42**) days after Carlos made his requests (**AAR**) on (**10/02/17**), **all of which were protected activities under the FHA** (**EA**). Courts in this Circuit and elsewhere have found that an eviction proceeding can constitute an adverse action under Section 3617. E.g., *Reyes v. Fairfield Properties*, 661 F. Supp.2d249, 267 n. 10 (E.D.N.Y. 2009) (citing *Neudecker v. Boisclair Corp.*, 351 F.3d 361, 364 (8th Cir. 2003). "Although the retaliatory conduct in this case involved only threats of eviction, which were never carried out, (**in our case were carried out**) we find [plaintiff] sufficiently alleged an adverse action." See *Wentworth v. Hedson*, 493 F. Sopp.2d 559, 571, (E.D.N.Y. 2007) (concluding that summary judgment **was not warranted** on plaintiff's retaliation claim under 42 U.S.C. § 3617 **predicated on defendants' initiation of eviction proceeding** (**EA**). See *Sanchez-Rodriguez v. AT & T Mobility, Puerto Rico, Inc.* 673 F.3d at 15 (1st Cir. 2012). (Finding a **three-month gap** between February 2017 and May 2017 [**very close proximity**] between Plaintiff's protected activity and Defendants' adverse action sufficient to suggest causation in Title VII claim, **applicable to § 3617**).

51. The HUD investigation finished on (**12/26/17**) with no probable cause of discrimination, because the HUD investigator made a deficient investigation, denied recording Carlos and Fe's declarations; **misstated the dates** Carlos provided to him; and refused to consider **as valid and protected requests under the FHA**, the

requests that Carlos made during the conciliation process or (**AAR**) **as Carlos requested**.[68]

52. While the **AAR** still were pending, **instead of granting them**, the Respondents filed the eviction lawsuit on **February 1, 2018**, only (**36**) days [**after**] finished the HUD investigation on (**12/26/17**) and started running the statute of limitations under the FHA to file a complaint in Federal Court, which suggest it was **another adverse action** due to the proximity of the (**78**) days, between (**11/14/17**) when Respondents **requested withdrawal of the HUD complaint**, see (pt. 50(3)) which Petitioners refused, and (**2/01/18**) when the lawsuit was filed.

c. The decision for review represents such a severe departure from accepted judicial proceedings that call for an exercise of this Court's supervisory power

53. The 11th Circuit **overlooked crucial evidence** (**which constitutes a question of law**) and [**ignored**] Carlos' written requests (**AAR**) made during the conciliation process, which should be requests protected under the FHA, but were not mentioned **in the transcripts provided** by Mrs. Langbein to the Court, nor in the Orders (**DE 555**); (**DE 678**, **679**); (**Doc. 172-1**); and (**Doc. 190-2**); which constitute the **5th federal question of national importance for which this petition should be granted**], because it created an **intra circuit split** and a

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[68] Carlos and Fe, told all these facts to Mrs. Langbein during discovery, but until today, **Mrs. Langbein is in contempt**, since she never provided the Court' Reporter Elias Martines with the **Zoom recordings of Fe's deposition** as ordered the Magistrate Judge. See (**DE 314**) and (**Doc. 152**), (pg. **177-179**). Instead, allegedly Mrs. Langbein's assistant, Natalie Estevez, who [**is not**] a Court Reporter, compared the **Zoom Recordings**. Respondents and Mrs. Langbein, deliberately have attempted to frustrate the resolution of this case on the merits, **because the transcripts didn't mention the HUD led conciliation** (EA).

loophole in the 11th Circuit, and a **split with other Circuits**, regarding claims under the FHA, **by dismissing formal requests** made during the mandatory conciliation process; and because the 11th Circuit overlooked that the Respondents **failed to open a dialogue and engage in an interactive process**, after each request was made, which constitutes [**a critical procedural error**] establishing a **new rule** under which housing providers could **refuse** to open a dialogue and **evade liability**, which contradicts the remedial purpose of the Act, and **conflicts** with:

Split in the 11th Circuit.

(1) *U.S. v. Hialeah Housing Authority* (**HHA**), 418 F. App'x 782 (11th Cir. 2011).

[O]nce [**the tenant**], **requests an accommodation** for a disability) the landlord [**is obliged**] under the FHA [**to respond promptly**]. If the request is not sufficiently detailed to reveal the nature of the request, the Act **requires the landlord to open a dialogue** with the tenant (quoting *Douglas*, 884 A.2d at 1122-1123, D. C. App. 2004). That Court said that **at least** the statements made during the **court-ordered mediation** on June 30, 2005 (here the HUD led Conciliation) **are sufficient** to allow a reasonably jury to find that Mr. Rodriguez (here Petitioners) **made a specific demand for accommodation**. As a result, reasonable jury could find that, **rather than move to evict Mr. Rodriguez** (here Petitioners), HHA (here Respondents) [**had an obligation to engage in the interactive process and seek a resolution of the matter**] (which Respondents didn't do here) (**EA**). Under the FHA, the denial of accommodation "can be both **actual** and **constructive**, as an indeterminate delay has the same effect [**as an outright denial**]." (**EA**) *Groome Resources Ltd. v. Parish of Jefferson*, 234 F.3d 192, 199 (5th Cir. 2000). ***Here***, as to Petitioners' **1st and 2nd requests in the AAR**, to (remain tenants of VOH with a yearly lease contract without retaliation and unfair conditions), "For purposes of determining the timeliness of a request for an accommodation, a [**denial of a dwelling**], within the meaning of 42 U.S.C. § 3604(f)(1), is "deemed to occur **during the entire period before a tenant is actually evicted**" See *Radecki v. Joura*, 114 F.3d 115, 116 (8th Cir.1997).

Therefore, Respondents denied housing to Petitioners from (**10/02/17**) (**AAR**, pt. 1 & 2) to (**01/12/21**) **when they were evicted** (**EA**).

Split with other Circuits.

(1) *Rodriguez v. Morgan*, No. cv 09-8939-GW (CWx) (C.D. Cal. 2012). Defendant never attempted to engage in any interactive process with Plaintiff; never asked for any medical back-up for her claims; or raise any alternative solution to the situation.[69]

(2) *U.S. v. Aqua 388 Community Association, et al.* (C.D. Cal., 2023). The jury awarded Dr. Emma Adams **$7.4 million** because Defendants denied her the requested [**accessible parking space for over three years**]. Vilma recognized a request was made that for a reserved parking space **in 2013**;[70] and Carlos made

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[69] (Doc. 187), (pg. **123**: ln. **9-12**; **18-21**) (**EA**).
[70] Vilma's (**6/26/23**) **TT** 16: **6-15**; 54: **15-20** (**EA**).

other requests, see (**FN 5 & 11**) and on (**10/02/17**), see (**AAR**, pt. 4) in the (**FN 22**). ***But*** plaintiffs, Fe and Carlos who drove Angie in his wheelchair, were discriminated **for more than seven years**, up to (**01/12/21**) when they were evicted, since Carlos' requests never were granted because Respondents applied a "**first come first served**"[71] discriminatory parking policy (**EA**).

(3) *Group Home on Gibson Island, LLC. V. Gibson Island Corp.* No. 23-2295 (4th Cir. 2025) "We vacate the district court's grant of summary judgment and remand **so that a jury assess the evidence**, draw **the appropriate inferences** and bring this matter to a close." See (Doc. 187), (pg. **76-83**) (**EA**).

(4) The Court's **underlined arguments** in (Doc. 187), (pg. **151-152**) for **Count V** [**are pretextual**], see (**FN 65**); and **conflicts** with the (**JSHUDDJ**) at (**pt. 48**) and with *Jankowski Lee Assocs. V. Cisneros*, 91 F.3d 891, 895 (7th Cir. 1996) "If a landlord is skeptical of a tenant's alleged disability or the landlord's ability to provide accommodation, **it is incumbent upon the landlord to request documentation or open a dialogue**" (**EA**).

(5) The decision for **Count XIV** conflicts with the unconscionable and unenforceable MMLC (**pt. 33**) and the (Files # 19, 22, 24, 26, 28, 31) in (**PSUSB**) at (DE 502), showing Respondents' violations.

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[71] Vilma's (**6/26/23**) **TT** 46: **5-8**; 69: **5-18**; 70: **2-22** (**EA**).

Split with the Supreme Court.

(1) *Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242 (1986), held: "The Court of Appeals **did not apply the correct standard**[72] in reviewing the District Court's grant of summary judgment. Pp. 477 U. S. 247-257. The inquiry is ***whether*** the evidence **presents sufficient disagreement** to **require submission to a jury**, or ***whether*** **it is so one-sided** that one party must prevail as a matter of law. Pp. 477 U. S. 247-252. Here, the evidence is so one-sided that Petitioners **must prevail as a matter of law** in **Counts I, III & V** (**pt. 47-49**) (**EA**); and there are genuine issues of material facts in **Counts IX, XI, XII**, regarding the **Respondents' true motivation** to evict the Petitioners, precluding summary judgment in them. Courts must take "special care" to **reserve for a jury** the resolution of any genuine dispute **about the motivation for a party's action**," Id (quoting *Ballinger v. North Carolina Agric.*, 815 F.2d 1001, 1005 (4th Cir. 1987).

(2) The argument "We give "great deference" to the district court's credibility determinations..." in the (Doc. 172-1), (pg. 17: **ln. 1-4**) **conflicts with** *Reeves v Sanderson...Inc.*, 530 U.S. 133 (2000), (quoting *Liberty Lobby*). "Credibility determinations, the weighing of the evidence, and the drawing of legitimate inferences from the facts **are jury functions**, ***not*** those of the judge."[73]

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[72] *City of Edmonds v. Oxford House, Inc.*, 514 U.S. 731, (1995)). "**Broad and inclusive' interpretation of the FHA,**" (EA).
[73] (Doc. 187), (pg. **87**: ln. **41-42**) (**EA**).

(3) *Havens Realty Corp. v. Coleman*, 455 U.S. 363 (1982). Where a plaintiff, pursuant to the FHA, challenges **not just one incident** of conduct violative of the Act, **but an unlawful practice that continues**, the complaint is timely when it is filed within the limitation period **of the last asserted occurrence of that practice**. Pp. 455 U. S. 380-381.

(4) *Ferril v. Parker Group, Inc.* 168 F. 3d 468, 476 (11th Cir. 1999) (citing *Smith v. Wade*, 461 U.S. 30, 46-47 (1983). Punitive damages may be granted here if a jury found that the **Respondents exhibited a callous indifference to the federally protected rights of the Petitioners** (as occurred here) (**EA**).

D. The Rooker-Feldman Doctrine doesn't bar the U.S. 11th Circuit Court to sua sponte exercise its equity power after fraud upon a State Court was reported by Petitioners

54. See *Hazel-Atlas Glass Co. v Hartford-Empire Co.*, 322 U.S. 238 (1944), "From the beginning there has existed alongside the term rule, **a rule of equity** to the effect that, under certain circumstances, one of **which is after-discovered fraud**, [**relief will be granted**] against judgments **regardless of the term of their entry** (quoting *Marshall v. Holmes*, 141 U. S. 589. (1891). "A **U.S. circuit court** in the exercise of its **equity powers**, may deprive a party of the benefit of a judgment **fraudulently obtained by him in a state court**, if the circumstances are such as would authorize **relief by a federal court**, as a decree to that effect does not operate upon the state court, ***but*** **upon the party**. Page 141 U.S. 590.

55. The decision for review **conflicts** with *Behr* it cited, because the "Bill of Review" **is not a direct appeal** to overturn that judgment to return to live in VOH. The *Rooker-Feldman* doctrine ***neither*** bar the "**Bill of Review**" for **fraud upon a State Court** in the Case **No. 2019-000208-AP-01**, which judgment was entered on (**09/21/20**), **sixteen months** [**after**] this lawsuit was filed on (**05/06/19**); ***nor*** Petitioners' claim that a **violation of their procedural due process rights**[74] occurred during that appeal; nor that they request **damages collateral to that judgment obtained by fraud**[75] including but not limited to: (1) reimbursement of "**all**" the monies they had paid **up to date**[76] to Respondents for concepts of lawyer's fees and costs; an award for emotional damages; reimbursement of the additional rent they paid up to date, in excess of the last rent they paid in VOH (proof of which will be presented upon request); and punitive damages for Respondents' and Mrs. Langbein's **bad faith** for filing that frivolous appeal. *Young v. Cobbs*, 83 So. 2d 417 (Sup. C. Fla, 1955) (citing *Cato v. Silling*, Sup. C. Va. 1952), "If an eviction is malicious and wanton punitive damages may be recovered."

56. Considering the facts in the points (**pt. 21, 24, 35**); Vilma's **email**[77] of (**10/04/17**) showing that it was the **first time** she mentioned "**the generator**" [**after**] (**9/27/17**) when was filed the HUD complaint;

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[74] (Doc. 187), (pg. **232**: ln. **11-12**)
[75] Id (pg. 234: **16-18**). *Rooker-Feldman*, does not apply when a party sought damages **collateral** to a state court judgment.
[76] Through Carlos' Bankruptcy Plan XIII, (**No. 21-19589-LMI**).
[77] (Doc. 187), (pg. **221**). Vilma's email sent to "**Kim**" (who worked in Mr. Lowenhaupt's office).

and the "Bill of Review;" a jury could conclude that the appeal **No. 2019-000208-AP-01** **[was frivolous]** (**Count XII**); and that, the Petitioners were evicted not for the false arguments on it, but rather for being victims of threats, coercion, interference and retaliation under the FHA, after they engaged in **protected activities** from (**9/18/17**), including filing a 2nd HUD complaint on (**9/27/17**) and **refused to withdraw it**, as Respondents requested, see (FN 67), since any argument to the contrary **is lacking credibility** and **was made "later" in bad faith**.[78]

CONCLUSION

Wherefore, this petition is a good vehicle to resolve all the substantial federal questions of national importance herein and should be granted based on the foregoing to secure the uniformity of decisions, consistent with this Court's decisions in *Curtis v. Loether* (1974); *Roell v. Withrow* (2003); *Anderson v. Liberty Lobby, Inc.*, (1986); *Hazel-Atlas* (1944) and *Marshall v. Holmes,* (1891).

Respectfully submitted on (6/22/26)

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[78] (Doc. 187), **right sections** of (pg. **186**: ln. **1-3**; **19-23**); (pg. **188**: ln. **1-19**) and (pg. **189**: ln. **1-17**; **28-38** and **36-40**), (EA).