

No. \_\_\_\_\_

In the Supreme Court of the United States

FILED

MAY 19 2025

OFFICE OF THE CLERK  
SUPREME COURT, U.S.

**25-5596 ORIGINAL**

ARDY MERRITT,

Petitioner

UNITED STATES OF AMERICA

Respondent

On Petition for Writ of Certiorari to the  
U.S. Court of Appeals for the Ninth Circuit

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**PETITION FOR WRIT OF CERTIORARI**

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in pro se

## QUESTIONS PRESENTED

Does the U.S. Court of Appeals Ninth Circuit have the right to redefine words - (frivolous) - as noted in Webster's Third New International Dictionary, in which the word 'law' is noted in the word's definition (of little weight or importance : having no basis in law or fact) in which because an infraction is noted in the state's criminal liability statutes – felonies – Cal. penal code 459 - "Every person who enters any house, room, apartment, tenement, shop, warehouse, store, mill, barn, stable, outhouse or other building, tent, vessel in Section 21 of the Harbors and Navigation Code," (the infraction continues with relevant stipulations). Continuing on with "when doors are locked" (infraction continues on with other relevant stipulations) "or any underground portion thereof, with intent to commit grand or petit larceny or any felony is guilty of burglary," as such, the defined word dictates gravity of importance concerning the law and infraction; and the word moot - (to deprive of practical significance; I requested an injunction concerning state court results; (deprived of submitting a trial brief;) moot, as used by the appeals court can only be considered as a consequence of the court's actions in determining case number 24-5400 as being frivolous by the court's standards; is an under simplified (illogical) explanation: Sackett v Environmental Protection Agency, 598 U.S. 651, 143 S.Ct. 1322, May 25, 2023, "(CWA) extends to more than traditional navigable water, the use of "navigable" shows that Congress focused on its traditional jurisdiction over waters that were or had been navigable ....." "Statutes – Context, The meaning of a word in a statute may only become evident when placed in context." Such is not evident in definition or legal contents.

Does the U.S. Court of Appeals Ninth Circuit have the right to over simplify (not of importance) a state's felony infractions (Cal. Penal code 459) in dismissing the above noted case which sends a perception of condoning the illegal entries into my former residence and not acknowledging the federal agency concerned was advised by me in which SB Mann 3 LLC, the property owner, was being sent emails concerning the illegal entries and never addressed the problem and would always disavow 'squatters' were being allowed to reside on property premises by other (alleged) tenants, and both (alleged) tenants being a culprit concerning the illegal entries? Plaintiff cites Bush v. Gore, 531 U.S. 98, 121 S.Ct. 525 148 L.Ed.2d 388, December 12, 2000, noted in the synopsis, "District Court of Appeals certified

December 12, 2000, noted in the synopsis, "District Court of Appeals certified judgment as being of great public importance and requiring immediate resolution by the Supreme Court."

Does the U.S. Court of Appeals Ninth Circuit have the right to disregard constitutional and state law statutes in not recognizing this nation's Amendment 4, "The right of the people to be secure in their homes, house, papers, and effects, against unreasonable searches and seizures, shall not be violated, and no Warrants shall issue, but upon probable cause, supported by Oath or affirmation, and particularly the place to be searched and the persons or things to be seized." If government agents are forbidden from illegally entering a person's dwelling, and are persons outside government's employ. U.S. v. Hanon, 428 F.2d 101 (8<sup>th</sup> Cir. 1970.) "Purpose of the Fourth Amendment is to protect citizens against unnecessary intrusions into their privacy." Constitution and state penal code coincides. Non-applying of Amendment 14, due process.

### **PARTIES TO THE PROCEEDINGS**

Petitioner Ardy Merritt was the defendant in state's Unlawful Detainer case and is the federal appellant involving Housing and Urban Development; Court of Appeals Ninth Circuit.

Respondent is the U.S. Court of Appeals Ninth Circuit appellee above.

### **RELATED PROCEEDINGS**

U.S. Court of Appeals (Ninth Circuit) No. 24-5400

U.S. District Court (San Francisco, California): No. 24-cv-03968mmc

Superior Court, County of Alameda (Oakland, California): No. 24-064867

### **LIST OF PARTIES**

Name: (Appeals Court)

1. Defendants:

Name: U.S. Court of Appeals Ninth Circuit

Address: 95 7<sup>th</sup> Street, San Francisco, CA., 94103

Telephone: (415)355-8000

Name: U.S. Federal Court Northern District  
Address: 450 Golden Gate Avenue, 16<sup>th</sup> Floor  
San Francisco, CA., 94102  
Telephone: (415)436-7200

3. Name: (Trial Court)  
California Superior Court for the State of California  
Address: 1225 Fallon Street, Oakland, CA., 94612  
Telephone: (510)891-6000

4. Defendants: Case Number 24-5400  
Name: Housing and Urban Development  
Address: 451 7<sup>th</sup> Street, S.W., Washington, DC., 20410  
Telephone: (202)708-1112

5. Defendants: Case Number 24-5400  
Name: City of Berkeley, Health, Housing, and Human Services  
Shelter Plus Care Program and Department  
Address: 2180 Milvia Street, 2<sup>nd</sup> Floor, Berkeley, CA., 94710  
Telephone: (510)981-5400

6. Defendants: Case Number 24-5400  
Name: S.B. Mann 3 LLC  
Address 4849 E. 12<sup>th</sup> Street, Oakland, CA., 94612  
Telephone: (510)533-6066

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## PETITION FOR WRITE OF CERTIORARI

The U.S. Court of Appeals Ninth Circuit has entertained U.S.C. §1915 (a)(2) as its reasoning in claiming case number 24-5400 as being frivolous (or malicious.) Such was done in not approving the request for *forma pauperis*, classifying my case as being 'frivolous'. Plaintiff in noted federal case does not concur with the court's illogical reasoning and is noting U.S. Amendment 4, Section I, coinciding with California penal code §459, "(The right of the people to be secure in their persons, houses, papers and affects", etc.) In conjunction, respectively – "Every person who enters any house, room, apartment, tenement, shop, warehouse, store, mill, barn, stable, outhouse or other building, tent, vessel in Section 21 of the Harbors and Navigation Code," (infraction continues on with relevant stipulations.) Continuing on with "when doors are locked" ..... (infraction continues on with other relevant stipulations) "or any underground portion thereof, with intent to commit grand or petit larceny or any felony is guilty of burglary." Colgate v. Harvey, 296 U.S. 404, "Equal protection clause of Federal constitution does not preclude resorting to classification for purposes of legislation." Concerning classification of penal code – burglary.

The U.S. Court of Appeals Ninth Circuit unreasonably disregards Breach of Contract by a government agency noting safety. As noted in Contract action §64.20: Elements of Breach of Contract: (1) Formation of a contract between plaintiff and defendant(s); (3) Defendants failure to perform, Code of Federal Regulations. Contracts exist concerning HUD and the City of Berkeley, Revenue Contract Review Form, "New Contracts": A contract exists, City of Berkeley – Shelter Plus Care and property owner SB Mann 3 LLC, "City of Berkeley Shelter Plus Care Program, Housing Assistance Payment" demonstrating payments made on my behalf, and my lease. Conditions to be met in order for defendants to receive federal rental funding for distribution are set forth, and the principal supplier of those funds not enforcing its own mandated requirements in allowing illegal entries to go unaddressed. Of issue was safe conditions in which illegal entries into building any my place of residence is of focus, etc., as noted on contracts/lease, not enforced by HUD as written when emails and police reports were sent to them.

Noted on contract City of Berkeley's – Shelter Plus Care Program: Housing Assistance Payments Contract with owner – Page II, 2<sup>nd</sup> paragraph, "The purpose of this contract is to assist the Household identified in Section 1A to lease a decent, safe and sanitary dwelling unit from the Owner." Further noting: 1B, "The owner

## OPINIONS

Allen v. Illinois  
478 U.S. 364  
July 01, 1986

Arkansas Louisiana Gas  
Co. v. Hall  
571 453 U.S  
July 2, 1981

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78 U.S. 113  
December 1, 1870

Coppedge v. U.S.  
69 U.S. 438  
82 S.Ct. April 30, 1962  
Cited in 152 cases

Colgate v. Harvey  
296 U.S. 404 Eastern Division  
December 16, 1935

U.S. District Court  
Eastern Division N.D.  
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Hawkins v. U.S.  
96 U.S. 689  
October 1, 1877  
West Headnotes

Palko v. State of Connecticut  
302 U.S. 319  
December 6, 1937

Wood v. Georg ~~2a~~  
450 U.S. 261  
March 4, 1981

USDC, Montana, Missoula Division  
High Country Paving v. United Fire & Casualty  
M365. Supp. 3d, February, 2019

shall lease the contract unit to the Household. The lease shall contain all provisions required by the Department of Housing and Urban Development (HUD) and the City and shall not contain any provisions prohibited by HUD or by the City."

Noting contract with City of Berkeley, Health, Housing and Human Services: Continuum of Care Program (CDFG#14.267) Grant Agreement, dated 10/16/2023, "This Grant Agreement ("this Agreement") is made by and between the United States Department of Housing and Urban Development ("HUD") and City of Berkeley (the Recipient.)" Also noting Page 8 by count, "Tenant's Statement," dated 12/8/2022 – 12/8/2023 pertains to me by lease agreement as Household, verifying my participation in the Shelter Plus Care Program in correlation with the four defendants by contractual agreements. The above establishes association. C.F.R. 24, §982.162, Use of HUD – required contracts and other forms, (b) "Required program contracts and other forms must be word-for-word in the form required by **HUD** headquarters. Any additions to or modifications of required program contracts or other forms must be approved by **HUD** headquarters. Such demonstrates superior by hierarchical design as being the principal funder. Cisneros Oral Argument, March 30, 1993, "and it required **HUD** to put out regulations that would not rectify prior deficiencies and it also reinstates and made applicable retroactively the market rent premise of the program so that owners would not be the beneficiaries of HUD's mistakes --- **HUD**'s failure to recalibrate the factors to the local submarkets in lightly of comparability a mistake would not have been appreciated before the Ninth Circuit ruling." Also citing C.F.R. 24. §880.507 (a) second paragraph ... "if the PHA fails to comply with any of its obligations, **HUD** may determine that there is substantial default and require the PHA to assign to **HUD** all of its rights and interests under the **Contract**." Wording continues: "**HUD** will give the PHA a reasonable opportunity to take corrective action. (c) Rights of PHA and **HUD**." **HUD** did not contact owner concerning the matter in which an investigation was warranted. Citation: Hudson v. Palmer. 468 U.S. 517 104 S.Ct 3194, "The U.S. Fourth Amendment, "reasonableness" determination is generally conducted on a case-by-case basis, the **Court** weighing the asserted governmental interest against the particular invasion of the individual's privacy and possessory interest as established by the facts of the case ..." Police reports were filed, notification emails were sent to owner regarding the unlawful entries into building and my unit. Noted and not considered by the 9<sup>th</sup> Circuit. The rental subsidy was terminated. Hawkins v. U.S. U.S. 96 689. "Where there is a breach of an express contract under which service is performed, an action

will lie for the breach, but if there is no breach, no action will lie, since an implied assumpsit does not arise in such as case unless it is shown the parties have abandoned the express contract or have rescinded or modified it." The afore noted demonstrates the U.S. Ninth Circuit Court of Appeals acting in performance of the own perspectives without regard to federal law and this nation's constitution; rules and regulations mandated but not in observance by HUD, in which compliance review of note: C.F.R. §146.31 (d) referencing such, noting non-compliance can lead to investigation concerning the non-addressing by owner.

The U.S. Court of Appeals Ninth Circuit initially sent correspondence to me (Order) in which I was led to believe after a conversation with whom I believed was a lawyer at the appeal court, the federal judge was referencing "not acting in good faith." I later came to understand the appeals court sent the Order noting such in which contracts concerning the four federal defendants had breached the signed and agreed upon materials, including a portion of my lease noting safe conditions were applied to my residency, giving the perception state statutes were not being observed and constitutional perspectives were purposely being overlooked by the appeals court, noting Amendment IV, Amendment X, and Amendment XIV ... "nor shall any State deprive any person of life, liberty or property without due process of law" – in which circumstances of breach of contract were noted in federal documents as well to the appeals court: Citation, 42 U.S.C.A. §1983 deprivation of rights, in relation: U.S. District Court, E.D. Michigan, Southern Division. June 24, 2021, 545 F. Supp.3d 533, 2021, WL 3088977, (Constitutional Law,) "Deliberate indifference, as required for government officials to be sufficiently culpable for liability in relation to Amendment 14 in association with §1983 to attach under custody or state-created danger exceptions to rule that government officials are generally not obligated under Due Process Clause to protect against harm for private actors has two parts: (1) official must be aware of facts from which inference could be drawn that substantial risk of serious harm exists, and (he) must also draw inference, and (2) having drawn inference, official must next **act** or **fail** to act in manner demonstrating indifference toward individual's rights." ---- Of note were the emails and police reports sent to HUD as notification to property owner where I was residing, concerning the illegal entries and not acted upon (by none of the federal defendants.) Inference implicates illegal entries could have occurred when I was preoccupied (sleeping, etc.)

Upon later observation, I observed copies of the emails sent to property owner in file with the City of Berkeley's Shelter Plus Care Program.

HUD allowed a scheduled hearing concerning non-payment of rent, and the Unlawful Detainer Suit came into focus. I was requested by HUD to work with the City of Berkeley's Health, Housing and Human Services Department which created a conflict of interests, noting C.F.R. 24, §(a), "Applicability." (1) "In the procurement of supplies, equipment, construction, and services by recipients and the conflict of interest provision in 2 C.F.R. 200.317, documented procedures and (200.318) shall apply." Notwithstanding self-incrimination - Amendment 5 guarantee against such – concerning non-payment of rents.

The San Francisco HUD office was requested by me to delay a hearing regarding the matter to discontinue rental subsidy payments until a final investigation, it was denied. A similar request was made by a Shelter Plus Care employee to delay a requested report to the San Francisco HUD office and was granted after the hearing concluded. Demonstrating a definite unfairness concerning the matter. The noted action led me to request a transfer of my case to the Washington, DC. Headquarters; however, the outcome failed to produce a satisfactory resolution on my behalf. Such allowed the state's Unlawful Detainer Suit to proceed because of the termination of Shelter Plus Care housing subsidy.

Federal case number 24-cv-03968 was dismissed concerning subject matter jurisdiction which the six month deadline was met (February, 2025) to file the claim.

## **JURISDICTION**

U.S.C.A. 28 §1253, "Except as otherwise provided by law, any party may appeal to the U.S. Supreme Court from an order granting or denying, after notice of hearing, an interlocutory or permanent injunction in any civil action, suit or proceeding required by any Act of Congress to be heard and determined by a district court of three judges." 28 U.S.C §1331; "A federal court will have jurisdiction over a case under federal question jurisdiction when the case arises under "the Constitution, treaties, or laws of the United States. Also noting, (1916) 241 US 257. 260. 36 S.Ct. 585, "A suit arises under the law that creates the cause of action."

## CONSTITUTION & STATUTES INVOLVED

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United States Constitution, Amendment V .....	9, 10
United States Constitution, Amendment X .....	7, 10
United States Constitution, Amendment XI .....	6,7
United States Constitution, Amendment XIV .....	ii, 4, 6
California Penal Code 459 .....	i, I, 6

## STATEMENT

The U.S. Court of Appeals Ninth Circuit gave no constitutional or defining definitions concerning their reason for dismissing my case concerning a federal agency. Illogical perceptions are at hand, namely the court using the word 'frivolous' in which using such sends a definite advocacy of the wrong by the noted court, who is giving the perception of a court acting in place of a rogue court and proper direction should be of focus from this nation's highest court of the land. My case was dismissed from federal court regarding subject matter jurisdiction, in which a deadline was met of six months to file such documentation.

The U.S. Fourth Amendment gives a direct correlation concerning California's Penal Code 459, and both have been noted in this writ. The most pertinent aspect is where it is noted in the amendment, "The purpose of the 4<sup>th</sup> Amendment is to protect citizens against unnecessary intrusions." All four defendants in the federal case are being accused of breaching contracts amongst themselves which negatively affected me concerning contractual agreements - safe conditions in which I have faced the brunt of the civil violation concerning a state's Unlawful Detainer Suit, it was my place of residency being constantly violated. Petition also notes (Amendment 14, citing §1983:) Due process – "a course of proceedings at law or carried out through agency rules or other devices that is in accordance with the law of the land, (noted above) – Allen v. Cooper, Supreme Court of the United States. March 23, 2020, 589 U.S. 248, 140 S.Ct. 994, 206 L.Ed.2d 291, "For a statute abrogating the State's Eleventh Amendment (in regards to Amendment 4) immunity to be appropriate under the Fourteenth Amendment provision authorizing Congress to enforce the commands of the Due Process Clause, it must be tailored to remedy or prevent conduct infringing the Fourteenth Amendment's substantive prohibitions." U.S. Const. guaranteed by the Fourteenth Amendment's

Due Process Clause." Concerning this case in **Amends.** (4,) 11, 14... "Congress can permit suits against States for actual violations of the rights perspective and in point pertaining to safe conditions requiring judgment or inferences to remedy," where an investigation was warranted concerning the unlawful entries namely property owner's non addressing of the situation. As such, when considering actions which could have come into play, HUD recommended I work with City of Berkeley's Health, Housing, and Human Services, however, should have proceeded in verifying courses of action involving the Shelter Plus Care Program and SB Mann 3 LLC concerning the illegal entries noted in federal case. *Wood v. Georgia*, Constitutional law, "where a due process violation is apparent on particular facts of a case, the Supreme Court is empowered to consider the due process issue. As noted in questions presented, the answers are needing the Supreme Court's direction in their elevated knowledge of the laws of this land.

If the afore noted case did not involve a federal agency's integrity when their main function is promoting ideals and beliefs concerning this nation's citizens livelihood in residential habitats, insisting others follow the rules and regulations in contracts so aspired by the federal government, proceeding forthwith would not be of urgency; and they, the Court of Appeals Ninth Circuit themselves are following the devious practice in non-addressing of situations (Amendment 10 state's rights) to make laws of its own and classifying those laws) in the same manner as the four named defendants in federal case. The Framers of this nation's constitution foresaw what could be of circumstance facing the average citizen, thus giving courts an avenue they can relate to, The United States Constitution. In retrospect, should the question be asked if it was possible to foresee negative circumstances regarding the non-addressing of the illegal entries because of the non-enforcement of regulations or rules; however, the question should be what was at hand to remedy the situation. Investigative measures should have been applied by the federal agency concerning the illegal entries and the noted defendants. The Unlawful Detainer Suit - the termination of Shelter Plus Care (subsidy) should not have been allowed to proceed without proper investigation and observance of due process rules and regulations. Because the afore noted did not occur such resulted in my removal from the property.

The breach of contract charge concerning HUD and three other defendants in federal case not using investigative measures demonstrated to the owner of

property there had no obligation to honor the agreement signed with the City of Berkeley's Health, Housing and Human Services and Shelter Plus Care Departments. Indications were, after the fact of my removal from the property, in file, I observed documents with the Shelter Plus Care Program, demonstrating the same non-actions filed with the federal agency, because they too did not conduct an investigation pertaining to emails and police reports sent to HUD; as with the City of Berkeley Health, Housing and Human Services to obtain the severity of the problem, and the non-addressing of the situation by property owner. Citing Constitutional Law, in Norman v. Baltimore & O.R. Co., U.S.C.A. Const. Art §8, cl. 5, "Contracts between private parties and contract obligations of states and municipalities or their political subdivisions cannot fetter constitutional authority of Congress when dealing with subject lying within its control".... continues on with ex: monetary policy. The subject of was emphasized to the appeals court.

### **REASONS FOR GRANTING THE PETITION**

A main focus of the situation are the unlawful entries reported to Housing and Urban Development in regards to emails and police reports sent to SB Mann 3 LLC, property owner. Again noting this nation's Amendment 4, which does clarify situations involving illegal intrusions, and Amendment 14 concerning the Due Process Clause pertaining to an investigation and halting any procedures concerning a state's Unlawful Detainer Suit and my termination from the Shelter Plus Care) Program. An interesting aspect of concern is the responsibilities of courts, federal and appeals, is determining how to apply justice when matters of constitutional rights are of question and the Supreme Court may dispose of a case because of lower courts illogical reasoning. In Questions Presented, concerning the right of the appeals court in question to under and over simplify wording - frivolous – and state's infractions, respectfully, which would amount to disregard of state's rights to set its own laws; and the non-applying of constitutional amendments regarding the decision for dismissal. United States v. Brennan, 134 F. Supp. 54 36 L.R.R.M. (BNA) 2652, 28 Lab. Cas. (CCH) P69457 (D. Minn. 1955.) Notes 24-25, "in the exercise of 'sound judicial discretion that the issue was an important question of federal law which has not been but should be settled by the 'United States Supreme Court." Such relates directly to the appeals court in question using U.S.C. §1915 (a)(2) in what can only be termed as illogical reasoning. Not only was an obvious right of a state to make civil and criminal laws

regarding a state violated, such also points to constitutional perspectives not being applied regarding the involved case by the appeals court.

Noted in Petition for Writ of Certiorari, the aspect of breach of contract was also not applied concerning the appeals court claim of frivolous (in nature.) Each party who agreed to abide by the rules and regulations of HUD were set in contract (also noted in the petition for writ,) and the subject of could not have been in consideration by the appeals court when applying their dismissal reasoning and decision: Arkansas Louisiana Gas Co. v. Hall, July, 1981, in the opinion of the judge, "Every first year student is familiar with the rule: Where two parties have made a contract which one of them has broken, (all four federal defendants stand accused) the damages which the other party ought to receive in respect of such a breach of contract should be such as fairly and reasonably be considered either arising naturally, i.e., according to the usual of things, from such a breach of contract itself" ... Reiterating from the petition of writ concerning contracts of approval by HUD because the contracts were used in receiving government funds and distribution of such. Emphasizing from U.S. Code Service, Rule 9(k), Contract or Treaty, "party must identify the substantive provisions of the contract or treaty on which the party relies." Also from the petition for writ, C.F.R. 24 §982.162 concerning required forms and contracts which have to be approved by Housing and Urban Development. The proper forms and contracts were supplied but not enforced by Housing and Urban Development or by any of the defendants regarding the federal case; most notably not in consideration by the appeals court. The state CFR regulations in the writ, establishing the federal agency could have performed an investigation, Palko v. State of Connecticut. 302 U.S. 319. December 6, 1937, "The Fourteenth Amendment, 'nor shall any State deprive any person of life, liberty, or property, without due process of law,' but chose to request I work with the City of Berkeley's Health, Housing and Human Services, when in actuality such would have been in conflict of interest, (citation noted in the writ petition) and giving defendants the advantage which would have furthered federal courts would be in play. Such can be interpreted as to why HUD's non-direct intervention would work to the City of Berkeley's Health, Housing and Human Services and SB Mann3 LLC, property owner, to their advantage, noting (self-incrimination) in relation to any acknowledgement concerning non-payment of rent. Such brings into focus the Amendment 5; reasoning also defined in the writ.

Also noting in cases considered as frivolous when the same principle would apply. Even under principled circumstances: *Coppedge v. U.S. S.Ct.* 917, April 30, 1962, non-documented evidence of appeals court statement by federal judge “not acting in good faith” and the obvious refusal to permit him to examine grand jury proceedings, “would have alone warranted appeal in forma paupris.” *Monell v. Department of Social Services, NY.*, 98 S.Ct. 2018 436 U.S. 658, a quote from Justice Brennan, “local government could not be held liable under a theory of respondeat superior but rather could be held liable only when the constitutional deprivation arises from government custom.” The Court of Appeals Ninth Circuit on state’s rights demonstrates clarity in non-recognition of constitutional rights regarding the word ‘custom’ concerning Amendment 10. As such in noting, “The powers not delegated to the United States Constitution, nor prohibited by it to the States, are reserved to the States respectively, or to the people.” *Collector v. Day*, 78 U.S. 113, such is affirmed concerning specifics of state’s rights in separation of governmental powers. If such is considered in its strictest definition, the noted appeals court erred in its reasoning in dismissing my case in relation to Cal. penal code 459 – and its defining word of ‘frivolous’. Noting addressing Amendment 5: “No person shall be compelled in any criminal case to be a witness against himself,” *Allen v. Illinois. S.Ct.* 478 U.S. 364 106, “The Illinois S.Ct. reviewed the Act and its own case law and concluded that the proceedings, while similar to criminal proceedings in that they are accompanied by strict procedural safeguards, are essentially civil in nature.” Justice Stevens in dissent of the case, “Moreover, the words “criminal case” in the Fifth Amendment have been consistently construed to encompass certain proceedings that have been both civil and criminal in characteristics.”

I too seek reverse and remand, *Yazoo Company Industrial Development Corp., et al; 5<sup>th</sup> Circuit*, 637 F2d 337, February 17, 1981, in accordance with 42 USCA §1983, “any citizen of the United States or other person within the jurisdiction thereof to the deprivation of any rights, privileges, or immunities secured by the Constitution and laws shall be liable to the party injured in action @ law.” Such not only applies to the federal agency, and the noted court of appeals, citing *High Country Paving Inc. v. United Fire & Casualty co.*, USDC 365F. Supp. 3d 1093, February, 2019 in which “a covenant (an agreement or promise, usu. in a contract thereof to the deprivation of any rights, privileges, or immunities secured by the Constitution and laws shall be liable to the party injured in action @ law.” Such

not only applies to the federal agency, and the noted court of appeals, citing High Country Paving Inc. v. United Fire & Casualty co., USDC 365F. Supp. 3d 1093, February, 2019 in which “a covenant (an agreement or promise, usu. in a contract or deed”) are the fine points and not considered by the appeals court and the noted federal defendants in case – whose non-observance allowed a state’s Unlawful Detainer complaint to proceed.

## CONCLUSION

The subject matter is the United States Court of Appeals Ninth Circuit’s non-recognition of Amendment rights; and the United States Supreme Court is being asked to answer certain pertinent questions and review the information provided. The reason for requesting such does indicate the above noted court at no time considered what was or is actually at stake such as the non-addressing of the afore noted constitutional and state statutes; and how I was led to believe the federal court judge made a decision contrary to my needing to file the noted federal case.

The United States Supreme Court is being requested to clarify noted court’s decision in the actual form of law for reverse and remand back to federal court via Court of Appeals Ninth Circuit.

Respectfully submitted,



Ardy Merritt  
in pro se

postmarked May 19, 2025  
received May 22, 2025