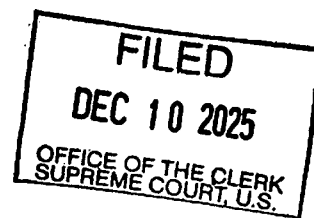


25 - 7275

IN THE
SUPREME COURT OF THE UNITED STATES



HIRA UDDIN — PETITIONER

v.

TEXANA BEHAVIORAL HEALTHCARE AND DEVELOPMENT SERVICES,
d/b/a TEXANA CENTER AND CHAD BRIDGES IN HIS OFFICIAL CAPACITY AS JUDGE
OF THE 458TH JUDICIAL DISTRICT COURT OF FORT BEND COUNTY, TEXAS —
RESPONDENT(S)

ON PETITION FOR A WRIT OF CERTIORARI TO
THE SUPREME COURT OF TEXAS

PETITION FOR A WRIT OF CERTIORARI

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QUESTION(S) PRESENTED

1. Whether the Federal Arbitration Act, 9 U.S.C. § 2, and the Supremacy Clause prohibit a state court from compelling or enforcing arbitration after the opposing party has waived its right to arbitrate through litigation conduct inconsistent with an intent to arbitrate.
2. Whether a state court violates the Due Process Clause of the Fourteenth Amendment by compelling arbitration without a showing of mutual assent and by disposing of preserved federal objections through an unreasoned denial that forecloses meaningful judicial review.

LIST OF PARTIES

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

All parties do not appear in the caption of the case on the cover page.

A list of all parties to the proceeding in the court whose judgment is the subject of this petition is as follows:

RELATED CASES

- *Hira Uddin v. Texana Center*, Cause No. 24-DCV-316618, 458th Judicial District Court, Fort Bend County, Texas. Order entered August 29, 2024.
- *In re Hira Uddin*, No. 01-24-01014-CV, First Court of Appeals of Texas at Houston. Mandamus denied April 8, 2025.
- *In re Hira Uddin*, No. 25-0538, Supreme Court of Texas. Petition for writ of mandamus denied July 25, 2025
- *In re Hira Uddin*, No. 25-0538, Supreme Court of Texas. Motion for rehearing denied September 12, 2025.

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TABLE OF AUTHORITIES CITED

CASES	PAGE NUMBER
<i>AT&T Techs., Inc. v. Commc'ns Workers of Am.</i> , 475 U.S. 643 (1986).....	7
<i>Howsam v. Dean Witter Reynolds, Inc.</i> , 537 U.S. 79 (2002).....	6
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STATUTES AND RULES	PAGE NUMBER
Federal Arbitration Act, 9 U.S.C. § 2	3, 6-8
Supreme Court Rule 10(a)	6, 8
U.S. Const. amend. XIV, § 1	3, 7-8
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IN THE
SUPREME COURT OF THE UNITED STATES

PETITION FOR WRIT OF CERTIORARI

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

OPINIONS BELOW

For cases from federal courts:

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

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

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

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

For cases from state courts:

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

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

The opinion of the First Court of Appeals of Texas at Houston
appears at Appendix A to the petition and is

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

JURISDICTION

For cases from federal courts:

The date on which the United States Court of Appeals decided my case was _____.

No petition for rehearing was timely filed in my case.

A timely petition for rehearing was denied by the United States Court of Appeals on _____, and a copy of the order denying rehearing appears at Appendix _____.

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

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

For cases from **state courts**:

The date on which the highest state court decided my case was July 25, 2025. A copy of that decision appears at Appendix C.

A timely petition for rehearing was thereafter denied on September 12, 2025, and a copy of the order denying rehearing appears at Appendix D.

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

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

CONSTITUTIONAL AND STATUTORY PROVISIONS INVOLVED

United States Constitution

U.S. Const. art. VI, cl. 2 (Supremacy Clause)

“This Constitution, and the Laws of the United States which shall be made in Pursuance thereof; and all Treaties made, or which shall be made, under the Authority of the United States, shall be the supreme Law of the Land; and the Judges in every State shall be bound thereby, any Thing in the Constitution or Laws of any State to the Contrary notwithstanding.”

U.S. Const. amend. XIV, § 1 (Due Process Clause)

“No State shall make or enforce any law which shall abridge the privileges or immunities of citizens of the United States; nor shall any State deprive any person of life, liberty, or property, without due process of law; nor deny to any person within its jurisdiction the equal protection of the laws.”

Federal Statute

Federal Arbitration Act, 9 U.S.C. § 2

“A written provision in any maritime transaction or a contract evidencing a transaction involving commerce to settle by arbitration a controversy thereafter arising out of such contract or transaction, or the refusal to perform the whole or any part thereof, or an agreement in writing to submit to arbitration an existing controversy arising out of such a contract, transaction, or refusal, shall be valid, irrevocable, and enforceable, save upon such grounds as exist at law or in equity for the revocation of any contract.”

STATEMENT OF THE CASE

Petitioner was employed by Respondent Texana Center. During her employment, Petitioner filed a charge with the Equal Employment Opportunity Commission, and her employment was subsequently terminated. After termination and after the EEOC charge had been filed, Respondent asserted for the first time that Petitioner was bound by an arbitration agreement.

Petitioner never signed any arbitration agreement, and Respondent has never produced any document bearing her signature. The document relied upon by Respondent was created after Petitioner's termination and contains no evidence of mutual assent. Although one page includes typed initials, that page does not reference arbitration, and the record contains no evidence linking those initials to any arbitration terms.

The state trial court compelled arbitration without resolving whether a valid arbitration agreement existed. Arbitration was ordered before a private provider. Petitioner sought mandamus relief, arguing that arbitration was compelled without mutual assent and that Respondent had waived any right to arbitrate under the Federal Arbitration Act.

Before litigation, during EEOC proceedings, Respondent encouraged issuance of a Right-to-Sue letter and proceeded in a manner consistent with litigation rather than arbitration. Respondent did not invoke arbitration until after judicial proceedings had commenced. Written evidence reflecting this conduct was presented to the state appellate courts.

The First Court of Appeals denied mandamus relief in a summary order without explanation, and denied rehearing and rehearing en banc without opinion. The Supreme Court of

Texas likewise denied relief and rehearing without addressing the existence of an arbitration agreement, waiver under federal law, or Petitioner's federal constitutional objections. These summary dispositions constitute the final judgment of the state courts.

REASONS FOR GRANTING THE PETITION

I. The Decision Below Conflicts with This Court's Precedent Governing Waiver of Arbitration Rights Under the Federal Arbitration Act

This Court has made clear that arbitration under the Federal Arbitration Act ("FAA") is subject to ordinary principles of waiver and forfeiture, and that a party may relinquish its right to arbitrate through conduct inconsistent with an intent to arbitrate. *See Morgan v. Sundance, Inc.*, 596 U.S. 411, 417–18 (2022); *Howsam v. Dean Witter Reynolds, Inc.*, 537 U.S. 79, 84 (2002). These principles apply with equal force in state courts, which are bound to apply the FAA as federal law. *See Southland Corp. v. Keating*, 465 U.S. 1, 10–16 (1984).

The decision below permits a state court to compel arbitration notwithstanding conduct demonstrating waiver under federal law. Before litigation, during EEOC proceedings, Respondent, through counsel, encouraged issuance of a Right-to-Sue letter and proceeded in a manner consistent with litigation rather than arbitration. Respondent did not invoke arbitration until after judicial proceedings had commenced. Despite this sequence, the Texas courts compelled arbitration and denied mandamus relief without addressing waiver under the FAA.

Allowing state courts to compel arbitration after a party has chosen a litigation course and delayed invocation of arbitration conflicts with this Court's FAA jurisprudence and undermines the statute's uniform application. Because the Supremacy Clause, U.S. Const. art. VI, cl. 2, prohibits state courts from displacing federal waiver principles with state-specific practice, this conflict warrants review under Supreme Court Rule 10(a)

II. The Decision Below Presents an Important and Recurring Federal Question Concerning Compelled Arbitration Without Mutual Assent

This Court has consistently emphasized that arbitration “is a matter of consent, not coercion.” *Volt Info. Scis., Inc. v. Bd. of Trs. of Leland Stanford Junior Univ.*, 489 U.S. 468, 479 (1989); accord *AT&T Techs., Inc. v. Commc’ns Workers of Am.*, 475 U.S. 643, 648 (1986). Courts may compel arbitration only after determining that the parties actually agreed to arbitrate.

Here, arbitration was compelled based on a document created after Petitioner’s termination that bears no signature and contains no evidence of mutual assent. The trial court compelled arbitration without resolving the threshold issue of contract formation, and the appellate courts declined to address that issue in summary denials.

Whether state courts may compel arbitration without making findings as to the existence of an agreement presents a recurring question of substantial national importance. Employees and consumers nationwide face the risk that arbitration may be imposed post-dispute without proof of consent, depending on the practices of individual state courts. This Court’s review is necessary to reaffirm that the FAA does not authorize arbitration by implication or administrative shortcut.

III. The State Courts’ Summary Dispositions Insulate Federal Questions from Review and Raise Serious Due Process Concerns

Petitioner preserved federal statutory and constitutional objections at every stage of the proceedings, including waiver under the FAA, the absence of mutual assent, and violations of due process under the Fourteenth Amendment, U.S. Const. amend. XIV, § 1.

Although this Court does not sit to correct mere errors of state procedure, it has recognized that unexplained state-court rulings may warrant review where they effectively insulate federal questions from consideration. *See Michigan v. Long*, 463 U.S. 1032, 1040–41 (1983). Here, the absence of any reasoning foreclosed meaningful review of Petitioner’s federal claims and prevented clarification of governing federal standards.

If left unreviewed, such practices permit state courts to nullify federal rights through unreasoned enforcement, particularly in arbitration cases where summary denials may shield threshold questions of consent and waiver from scrutiny. This Court’s intervention is warranted to ensure that state-court procedures do not operate to extinguish federal rights without reasoned adjudication.

IV. This Case Is an Appropriate Vehicle to Resolve Important Federal Questions of Nationwide Significance

This case cleanly presents federal questions concerning waiver under the Federal Arbitration Act, 9 U.S.C. § 2, the requirement of mutual assent to arbitration, and the constitutional implications of unreasoned state-court enforcement under U.S. Const. art. VI, cl. 2, and U.S. Const. amend. XIV, § 1. The relevant facts are undisputed, the federal issues were preserved at every stage, and the state courts’ summary rulings squarely present the questions for review under Supreme Court Rule 10(a). Absent this Court’s intervention, similarly situated litigants nationwide will remain subject to compelled arbitration without consent and without meaningful judicial scrutiny, depending on the practices of individual state courts. Review is necessary to ensure the uniform application of federal arbitration law and to preserve the fundamental principle that arbitration rests on agreement, not compulsion.

CONCLUSION

The petition for a writ of certiorari should be granted.

Respectfully submitted,



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Date: February 5th, 2026