IN THE
SUPREME COURT OF THE UNITED STATES

No. 25A306

SHANE VINALES, Individually and as Next of Friend of L.V. and S.V.; BECKY VINALES, Individually and as Next of Friend of L.V. and S.V.,

Applicants,

v.

AETC II PRIVATIZED HOUSING, L.C.C.; AETC II PROPERTY MANAGERS, L.L.C.; HUNT ELP, LIMITED, d/b/a HUNT MILITARY COMMUNITIES,

Respondents.

APPLICATION TO THE HON. SAMUEL A. ALITO FOR A FURTHER EXTENSION OF TIME WITHIN WHICH TO FILE A PETITION FOR A WRIT OF CERTIORARI TO THE UNITED STATES COURT OF APPEALS FOR THE FIFTH CIRCUIT

Pursuant to Supreme Court Rule 13(5), Applicants Shane Vinales and Becky Vinales, individually and as Next of Friend of L.V. and S.V., hereby move for a further extension of 28 days, to and including November 24, 2025, for the filing of a petition for a writ of certiorari. Unless an extension is granted, the deadline for filing the petition for certiorari will be October 27, 2025.

In support of this request, Applicants state as follows:

1. The United States Court of Appeals for the Fifth Circuit rendered its decision in this case on June 27, 2025 (First Applic. For Extension, Exhibit 1). This Court has jurisdiction under 28 U.S.C. §1254(1).

2. On September 15, 2025, undersigned counsel for Applicants applied for an initial 32-day extension of time, to and including October 27, 2025, for the filing of a petition for a writ of certiorari.

3. On September 18, 2025, Justice Alito granted that initial application.

4. As explained in that initial application, this case involves the Federal Enclave Clause of the U.S. Constitution, which grants Congress the power "[t]o exercise exclusive Legislation" in federal enclaves, such as certain military reservations. U.S Const. art. I, §8, cl. 17. When a federal enclave is created within a state, any existing state "laws, ordinances, and regulations in conflict with the political character, institutions, and constitution of the [federal] government" are "at once displaced." *Chicago, Rock Island & Pac. Ry. Co. v. McGlinn*, 114 U.S. 542, 546 (1885). But because there are significant areas that federal law does not specifically address, federal law typically adopts the local state law to apply in federal enclaves to the extent that state law is "in no respect inconsistent with any law of the United States." *Id.* at 547. In other words, federal law adopts local state law to fill the vacuum that would otherwise exist on federal enclaves with respect to issues where federal law does not itself set a controlling rule.

5. In 1951, the State of Texas ceded to the United States a large parcel of land in Bexar County, Texas that would later become Randolph Air Force Base. For some time, the federal government itself operated the military housing on the base. But in 2007, the United States Air Force outsourced that job to a private entity—AETC II Privatized Housing, LLC, working with its authorized agent AETC II

Property Managers, LLC, and Hunt ELP, Limited (collectively "Respondents")—under a lengthy government contract. Pursuant to the Congressional Military Housing Privatization Initiative, this scheme was meant to improve the quality of housing conditions for active-duty military personnel living on military bases. *See* Pub. L. 104-106, 110 Stat. 186, 544, 10 U.S.C. §2871 *et seq*. (1996); *see also* 28 U.S.C. §2875; 141 Cong. Rec. S18853. Unfortunately, the opposite has occurred. Instead of the improved conditions that Congress expected, many military servicemembers at Randolph Air Force Base and other military bases around the country have found themselves leasing degraded and, at times, hazardous properties from private entities focused on little more than their own financial gain.

6. In October 2017, Applicants Lt. Col. Shane Vinales, his wife Becky Vinales, and their two children leased military housing owned and operated by Respondents at Randolph Air Force Base. During their walkthrough, Applicants objected to the musty smell in the house, but were reassured by Respondents' representative that the house was clean and safe and that the smell was completely normal. After moving in, however, Applicants found pervasive mold, structural and flooring issues, inadequate electricity, water leaks, and severe insect problems. Applicants also suffered significant health issues as a result of Respondents' failure to properly address serious asbestos problems on the property.

7. Seeking compensation for Respondents' complete failure to adequately maintain their properties, Applicants—along with seven other military families who had lived in Respondents' properties and were injured by Respondents' failure to

maintain those properties—filed suit in the Western District of Texas, asserting various state-law claims against Respondents. Before trial, the district court entered summary judgment against Applicants on most of their claims, holding that in light of the Federal Enclave Clause, the only state law that applied on Randolph Air Force Base (as a federal enclave) was Texas state law as it existed in 1951, when Texas ceded the area to the federal government. *Daniels v. AETC II Privatized Hous., LLC*, 2023 WL 2558135, at *2-4 (W.D. Tex. Jan. 4, 2023). The court allowed Applicants to proceed to trial only on their state-law breach of contract claim, as to which a jury found Respondents liable for breach of contract but awarded Applicants only around $90,000 in damages. *Vinales v. AETC II Privatized Hous., LLC*, 2023 WL 9781390, at *1 (W.D. Tex. Oct. 2, 2023).

8. The Fifth Circuit affirmed. *Vinales v. AETC II Privatized Hous., L.L.C.*, 146 F.4th 434 (5th Cir. 2025). As relevant here, the panel concluded that "[g]enerally, when an area in a State becomes a federal enclave, 'only the [state] law in effect at the time of the transfer of jurisdiction continues in force' as surrogate federal law"—and so the only landlord-tenant law that exists on Randolph Air Force Base is Texas law as it existed in 1951, when that area became a federal enclave. *Id.* at 441 (quoting *Parker Drilling Mgmt. Servs., Ltd. v. Newton*, 587 U.S. 601, 611-12 (2019)).

9. The Fifth Circuit's conclusion—that the Federal Enclave Clause freezes the governing state law in place at the moment when the relevant land becomes a federal enclave—is based on a misreading of this Court's precedents that cannot be

reconciled with the text and original meaning of the Federal Enclave Clause or with common sense. The Federal Enclave Clause provides Congress the power:

> "[t]o exercise exclusive Legislation in all Cases whatsoever … over all Places purchased by the Consent of the Legislature of the State in which the Same shall be, for the Erection of Forts, Magazines, Arsenals, dock-Yards, and other needful Buildings."

U.S. Const. Art. I, Sec. 8, Clause 17. That Clause empowers the federal government to "legislate exclusively—that is, with preemptive effect—with regard to all matters" in the places covered by the Clause (affording Congress plenary legislative power with respect to those federal enclaves), while also assuming that state law will continue to apply in those federal enclaves unless displaced by federal law. David E. Engdahl, *State and Federal Power over Federal Property*, 18 Ariz. L. Rev. 283, 288-89 & nn.10-12 (1976) (citing Federalist No. 43, at 239 (E.H. Scott ed. 1894) (J. Madison)). Later decisions, however, have misread the Federal Enclave Clause to stand for the principle that federal law adopts only the state law that was in place at the time when the land at issue became a federal enclave—and unfortunately, this Court's cases have at times suggested support for that mistaken understanding. *Compare, e.g.*, *Parker*, 587 U.S. at 611-12 (suggesting that only state law at the time of cession applies on federal enclaves), *and James Stewart & Co. v. Sadrakula*, 309 U.S. 94, 100 (1940) (similar), *with, e.g.*, *Paul v. United States*, 371 U.S. 245, 268 (1963) (suggesting that post-cession state regulatory schemes may also be applicable in a federal enclave), *and Howard v. Commissioners of Louisville*, 344 U.S. 624 (1953) (holding that state laws apply in federal enclaves unless they interfere with the jurisdiction asserted by the federal government).

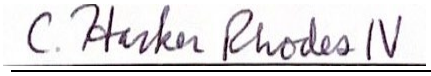
10. The ongoing confusion on this issue has serious practical consequences, especially for those serving in our Nation's military. Federal law has little to say on the subject of landlord-tenant relations, which are instead governed almost entirely by state law. As a result, on military bases across the nation, decisions like the Fifth Circuit's ruling here have left military service members subject to a random patchwork of long-superseded state laws in their suits against their landlords for substandard housing, with the governing law varying dramatically from case to case based solely on whether and when the particular base (or particular part of the base on which the servicemember's house sits) became a federal enclave. That crazy-quilt approach has made it practically impossible for servicemembers to determine what law governs their relationships with their landlords, and left the private landlords that manage military housing on bases across the country with little incentive to ensure habitable dwellings for our country's servicemembers when those servicemembers lack the same rights as all other tenants in the state.

11. Applicants' counsel of record in this Court were not involved in the proceedings below, and require additional time to review the record of the proceedings below, research the legal issues presented in this case, and prepare a petition that fully addresses these important issues in a manner that will be most helpful to the Court. Although Applicants' counsel have been working diligently in preparing this petition, they also have significant other professional and personal obligations in the near term that would make it extremely difficult to prepare an adequate petition by the current deadline, including a response brief due on October 9, 2025 in *FS Credit*

Opportunities Corp. v. Saba Capital Master Fund, Ltd., No. 24-345 (U.S.); a reply brief due on October 14, 2025 in *California v. Exxon Mobil Corp.*, No. 25-1674 (9th Cir.); a rehearing petition due on October 24, 2025 in *Finesse Wireless LLC v. AT&T Mobility LLC*, No. 24-1039 (Fed. Cir.); and an opening brief due on October 28, 2025 in *National Shooting Sports Foundation v. Platkin*, No. 25-02546 (3d Cir.). Applicants accordingly request a modest further 28-day extension to permit Applicants' counsel to prepare an adequate petition that will best present the relevant issues for this Court's review.

WHEREFORE, for the foregoing reasons, Applicants request that a further extension of time to and including November 24, 2025, be granted within which Applicants may file a petition for a writ of certiorari.

Respectfully submitted,



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