No. 06- 06-100

IN THE

Supreme Court of the United States

GEICO GENERAL INSURANCE COMPANY,
GEICO INDEMNITY COMPANY, and
GOVERNMENT EMPLOYEES INSURANCE COMPANY,

Petitioners,

v.

AJENE EDO,

Respondent.

ON PETITION FOR A WRIT OF CERTIORARI TO THE UNITED STATES COURT OF APPEALS FOR THE NINTH CIRCUIT

PETITION FOR A WRIT OF CERTIORARI

ROBERT D. ALLEN*
MELONEY CARGIL PERRY
JAY F. UTLEY
BRANDON P. LONG
BAKER & MCKENZIE LLP
2300 Trammell Crow Center
2001 Ross Avenue
Dallas, Texas 75201
(214) 978-3000

* *Counsel of Record*

Attorneys for Petitioners

202205

COUNSEL PRESS
(800) 274-3321 • (800) 359-6859

100

QUESTIONS PRESENTED FOR REVIEW

The Fair Credit Reporting Act ("FCRA" or the "Act") requires a user of consumer credit information to notify a consumer when the consumer has been treated adversely on the basis of his or her credit information. To enforce this requirement, Congress provided two tiers of civil remedies. Under § 1681o of the Act, if a consumer shows that a user's failure to send an adverse-action notice was negligent, the consumer is entitled to recover actual damages. But under § 1681n of the Act, if the consumer makes a higher showing and proves that the user's failure to send an adverse-action notice was "willful," the consumer is entitled to recover statutory damages between $100 and $1,000 (in lieu of actual damages) and punitive damages.

A conflict exists between the Fourth, Fifth, Sixth, Seventh, and Eighth Circuits, and the Third and (now) Ninth Circuits over the mens rea required for a "willful" violation of FCRA. Separating itself from any other circuit to have decided the issue and compounding the circuit split, the Ninth Circuit held that a company may be deemed to have acted recklessly—and thereby willfully under the Act—if the company relied, even in good faith, upon an interpretation of the Act that a court later determines to be "unreasonable[]," "implausible," "creative," or "untenable," even if that interpretation was derived from a legal opinion that the company sought for the very purpose of ensuring compliance with the law.

Two questions are presented:

1. Whether the Ninth Circuit's construction of "willfully" under § 1681n of FCRA impermissibly permits a finding of willfulness to be based upon nothing more than negligence, gross negligence, or a completely good-faith but incorrect interpretation of the law, and upon conduct that is objectively reasonable as a matter of law, rather than requiring proof of a defendant's knowledge that its conduct violated FCRA or, at a minimum, recklessness in its subjective form?

No. 06-

IN THE

Supreme Court of the United States

STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY and STATE FARM FIRE AND CASUALTY COMPANY,

Petitioners,

v.

JULIE WILLES,

Respondent.

ON PETITION FOR A WRIT OF CERTIORARI TO THE UNITED STATES COURT OF APPEALS FOR THE NINTH CIRCUIT

PETITION FOR A WRIT OF CERTIORARI

SHEILA L. BIRNBAUM*
BARBARA WRUBEL
DOULAS W. DUNHAM
ELLEN P. QUACKENBOS
SKADDEN, ARPS, SLATE,
MEAGHER & FLOM LLP
Attorneys for Petitioners
Four Times Square
New York, New York 10036
(212) 735-3000

* *Counsel of Record*

101

QUESTIONS PRESENTED

1. Whether the Ninth Circuit Court of Appeals erred in interpreting key statutory terms in the definition of "adverse action" in the Fair Credit Reporting Act, 15 U.S.C. §1681a(k)(1)(B)(i), so as to expand the reach of that definition far beyond its plain meaning, thus substantially increasing the statutory obligations on insurance companies to notify consumers of purported "adverse actions" and creating vastly expanded potential liabilities under the statute?

2. Whether the Ninth Circuit Court of Appeals erred in holding that "willful noncompliance" under section 1681n of the Fair Credit Reporting Act, 15 U.S.C. § 1681n, encompasses "reckless disregard" for the requirements of the Act, a holding that directly conflicts with the holdings of other Courts of Appeals, which have required knowledge that the conduct at issue did not comply with the Act?

No. 06-___

IN THE

Supreme Court of the United States

SINOCHEM INTERNATIONAL CO. LTD.,

Petitioner,

v.

MALAYSIA INTERNATIONAL SHIPPING CORPORATION,

Respondent.

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

PETITION FOR A WRIT OF CERTIORARI

STEPHEN M. HUDSPETH
6 Glen Hill Road
Wilton, CT 06897
(203) 762-2846

GREGORY A. CASTANIAS
(Counsel of Record)
VICTORIA DORFMAN
JONES DAY
51 Louisiana Avenue, N.W.
Washington, D.C. 20001
(202) 879-3939
Counsel for Petitioner

WILSON-EPES PRINTING CO., INC. – (202) 789-0096 – WASHINGTON, D.C. 20001

102

QUESTION PRESENTED

A divided panel of the Court of Appeals for the Third Circuit held that a district court must first conclusively determine if it has personal jurisdiction over the defendant before it may dismiss the suit on the ground of *forum non conveniens*. The court acknowledged that its holding was inconsistent with the interests of judicial economy, recognized that its decision in the case deepened an-already existing 2-4 split among the circuits, and invited this Court's review.

The question presented is:

Whether a district court must first conclusively establish jurisdiction before dismissing a suit on the ground of *forum non conveniens*?

No. 06-

IN THE

Supreme Court of the United States

CHARLES C. SAUVAGE,

Petitioner,

v.

MICHAEL CHERTOFF,
Secretary of the United States Department
of Homeland Security,

Respondent.

ON PETITION FOR A WRIT OF CERTIORARI TO THE
UNITED STATES COURT OF APPEALS
FOR THE ELEVENTH CIRCUIT

PETITION FOR A WRIT OF CERTIORARI

RONALD H. TONKIN
2777 Allen Parkway
Suite 1080
Houston, TX 77019
(713) 942-9111

Attorney for Petitioner

202262

COUNSEL PRESS
(800) 274-3321 • (800) 359-6859

105

QUESTIONS PRESENTED

This is a classic *Burlington Northern and Santa Fe Railway Company v. White*, 548 U.S. __ (2006) case. Petitioner, an Assistant Special Agent in Charge of the United States Customs Service stationed in Miami, Florida, was transferred to Los Angeles, California. His wife had severe medical problems. Petitioner, who had filed an EEOC complaint alleging age discrimination and retaliation, was denied a hardship relieving him of the transfer. The trial court held that as a matter of law the retaliation provisions of the Age Discrimination in Employment Act (ADEA) did not permit the court to take into consideration Petitioner's personal circumstances (Petitioner's wife's medical condition) which were known to the employer.

In light of the *Burlington Northern and Santa Fe Railway Company v. White*, 548 U.S. __ (2006) following questions are presented:

1. Whether the trial court erred in its decision (which court of appeals refused to entertain) that the directed transfer of Petitioner from Miami to Los Angeles was not an adverse employment action and did not rise to the level of an adverse employment action because as a matter of law the anti-retaliation provision of the Age Discrimination in Employment Act (ADEA) [29 U.S.C. § 623(d)] did not provide a basis for a claim of intolerable working conditions since the employer (the Customs Service) was not legally obligated to consider his wife's medical condition in connection with the directed reassignment.

IN THE

Supreme Court of the United States

VON RATSAVONG AND FONG SOUFHANKHAYSY,
Petitioners,

v.

BOUNPONE MENEVILAY AND SYPANOME MENEVILAY,
Respondents

On Petition for Writ of Certiorari
To The Texas Supreme Court

PETITION FOR A WRIT OF CERTIORARI

Timothy T. Mitchell
Counsel of Record
Rashti and Mitchell
Attorneys at Law
4422 Ridgeside Dr.
Dallas, Texas 75244
(972) 490-1929
Attorney for Petitioners

10C

QUESTION PRESENTED FOR REVIEW

1. Did the Texas District Court and the Texas Appeals Court and the Texas Supreme Court deprive Petitioner Defendant Wife Ms. Souphankhaysy of her right to substantive and/or procedural Due Process and Equal Protection of the laws by enforcing an alleged oral agreement for the sale of real estate against her when there was no evidence whatsoever that Ms. Souphankhaysy made any oral statements or oral agreement for the sale of the real estate?

2. Did the Texas District Court and the Texas Appeals Court and the Texas Supreme Court by enforcing an alleged indefinite oral agreement for the sale of real estate deprive Petitioners of their constitutional rights to not be deprived of their real property without Due Process of Law as afforded to them by the Texas and United States Constitutions.

3. Did the Texas District Court and the Texas Appeals Court and the Texas Supreme Court commit error by enforcing an alleged indefinite oral agreement for the sale of real estate in conflict with five decisions of this United States Supreme Court and in conflict with five decisions of the Texas Supreme Court.

No. 06-

IN THE
Supreme Court of the United States

RICHLIN SECURITY SERVICE COMPANY,

Petitioner,

v.

MICHAEL CHERTOFF,
SECRETARY, HOMELAND SECURITY,

Respondent.

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

PETITION FOR WRIT OF CERTIORARI

GILBERT J. GINSBURG
Attorney and Counselor-At-Law
1250 24th Street, N.W.
Suite 350
Washington, DC 20037
Tel: (202) 776-7772
Fax: (202) 776-7773

Attorney for Petitioner
Richlin Security Service Company

PRESS OF BYRON S. ADAMS ✦ WASHINGTON, DC ✦ 1-800-347-8208

107

QUESTIONS PRESENTED

Whether the Court of Appeals for the Federal Circuit erred by ignoring the plain meaning of the Contract Disputes Act (41 U.S.C. § 611) that interest shall be paid on "amounts found due contractors on claims," relying instead on the "strict construction" of waivers of sovereign immunity and an excerpt from the legislative history.

No. _____

IN THE

Supreme Court of the United States

CARLOS SCOVENS,
Petitioner,

v.

UNITED STATES OF AMERICA,
Respondent.

On Petition For Writ of Certiorari to the United States Court of Appeals for the Fourth Circuit

PETITION FOR WRIT OF CERTIORARI

FRED WARREN BENNETT
GARY E. BAIR*
Bennett & Bair, LLP
6301 Ivy Lane, Suite 418
Greenbelt, Maryland 20770
301.220.1570

Counsel for Petitioner

**Counsel of Record*

QUESTION PRESENTED

Is the Fourth Amendment violated when an officer obtains a search warrant as a subterfuge to search for evidence of a crime for which the officer does not have probable cause and, when executing the warrant, flagrantly disregards its scope?

No. 06-1[illegible] 2006

OFFICE OF THE CLERK

In The

Supreme Court of the United States

WESLEY SMITH,

Petitioner,

v.

BROOKSHIRE BROTHERS, INC.,

Respondent.

On Petition For Writ Of Certiorari To The Court Of Appeals Of Texas, First Judicial District

PETITION FOR WRIT OF CERTIORARI

ALICE OLIVER-PARROTT
Counsel of Record for Petitioner
MARIA TERESA ARGUINDEGUI
Attorney for Petitioner
SHARI GOLDSBERRY
Of Counsel
BURROW & PARROTT, L.L.P.
1301 McKinney Street
Suite 3500
Houston, Texas 77010-3092
(713) 222-6333

COCKLE LAW BRIEF PRINTING CO. (800) 225-6964
OR CALL COLLECT (402) 342-2831

109

QUESTIONS PRESENTED

Question One

Does the court of appeals' holding that Material Safety Data Sheets (MSDS) are not scientifically reliable conflict with federal statutes requiring such reliability and mandating reliance by certain designated persons?

Question Two

Does the court of appeals' conclusion that federally mandated MSDS and warning labels are not scientifically reliable evidence of causation undermine the use of MSDS by emergency responders and others who are required by law to rely on their scientific reliability and subject those persons to potential third-party liability?

Question Three

Does the court of appeals' conclusion that federally mandated MSDS are not scientifically reliable evidence of causation violate public policy?