No.: 18-9550

IN THE

SUPREME COURT of the UNITED STATES

Jerome L. Grimes,

Petitioner,

v.

Avis Budget Group, Inc.,

Respondent.

On Petition for a Writ of Certiorari

For the United States Court of Appeals

For the Third Circuit.

PETITION FOR A WRIT OF CERTIORARI

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QUESTION PRESENTED

The question herein is whether a Plausible Claim For Relief was asserted in the Plaintiff, Jerome L. Grimes', Amended Complaint, and does Tolling the statutes of limitation of time to file and/or prosecute a cognizable claim for relief from damages, guarantee that the parties adversely affected by not doing so, would be against the Legislature's intent, when they created Civil Code of Procedure 335, and 335.1(b), and the supporting safe guards of Federal laws pursuant to the prisoners' Sixth Amendment Rights To Tolling The Statutes Of Limitation Of Time To File A Tort Claim For Damages, "during, after, and repeat continuous imprisonment hardships", "indigence towards discovery and prosecution In Pro Se", and "excusable neglect by litigants' confusion In Pro Se, Plaintiff Status". And did the lower courts below erroneously deny the In Pro Se, Plaintiff his substantial fundamental constitutional rights to Access To Courts, under the Sixth Amendment Rights of the U.S. Constitution. 28 U.S.C. 1291. *Fleisher*, 679 F.3d at 120. – when the lower courts held and affirmed that Defamation is not plausible, when a plaintiff/petitioner was the victim of theft and Framed-Up as a Criminal Trespasser by the defendant's/respondent's employee, Christopher Shutz, et., al., who Framed-Up the plaintiff/petitioner as a Criminal Trespasser for the sole purpose to carry-out the defendant's/respondent's employees' illegal grand **theft** against the plaintiff's personal private valuable confidential property valued at least $10,000.00. At a time that the plaintiff was a Legal Rental Car PAYING Customers. Considering the District Court in dismissing plaintiff's/petitioner's complaint did not undertake any factfinding or substantial discussion related to the defendant's/respondent's employees' prejudicial conflict of interest, illegal

activity, or its severity that resulted in a substantial financial loss to the plaintiff's/petitioner's Federally Protected Constitutional Civil Rights.

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INTRODUCTION

The Third Circuit in this case expressly rejected that repeat continuous imprisonment hardships, i.e., covert intimidation caused the Tolling and Accruing of the statutes of limitations pursuant to *Stare Decisis*, California Civil Code of Procedure 335 and 335.1(b) recently amended, and 335.1(b) recently extended to 15 Years Statutes Of Limitations, supported by the Substantial Fundamental Rights To Access To Courts, 6th Amendment Rights, U.S. Constitution. And DEFAMATION laws protected by the 1st Amendment Rights, U.S. Constitution. The judges of the California Courts asserted the rights to bring suit a fundamental substantial constitutional federal right to access to the Courts, under the continuous imprisonment hardship lack of adequate law library access, legal writing materials, and copier access as reasons. The premise is that a tort litigant that bring suit statutes SUSPENDS, TOLLS, and ACCRUES "each" and "every" time that the litigant is imprisoned or hospitalized, supported by California Civil Code of Procedure 352.

Intimidation or rouses by civil defendant's or their shills' covert actions to cause litigations to default by lack of prosecution or LULLING of Filings and Prosecutions Due Diligently, especially In Pro Se, Tort Litigants.

The judges of the Third Circuit unanimously affirmed the District Court's decision. As they agreed that even if the plaintiff was given leave to amend the complaint again, it is unlikely that a plausible claim could be achieved. And that the claim might have been time barred, but plaintiff asserts Civil Code of Procedure 335 as a Tolling statute. But in case, *Poulis -v.- State Farm Fire and Casualty Company*, 747 F.2d 863 (3d Cir. 1984) asserted "...but it is instructive to recognize the length to which we have gone in preserving cases for a merits determination rather than dismissing them on a mere reading of the complaint."

Rental car companies situated at International Airport Facilities are under the same scrutiny as the rest of the employees doing business at the International Airports vendors, flight crew, maintenance crews, airport patrons, and security personnel. Because of the rental car

companies' employees' thefts that occur frequently the lost and found department has policies, which were clearly violated, but the lower court failed to do any fact finding into these policies, and the In Pro Se, Petitioner was unable to do Discovery For Trial, because of the District Court's error in not letting the litigation proceed to the Deposition, Subpeona, and Interrogatory Phase of the triable proceedings that are a Substantial Fundamental Constitutional Right, pursuant to Federal Rules of Civil Procedure, Rules: 33 and 34, which the **PAYING** OF $400.00 Filing Fee should have rendered the Indigent In Pro Se, Petitioner/Appellant/Plaintiff "access" to said Discovery to secure FACTS, DECLARATIONS FROM AVIS HEAD OF SECURITY, and Police Report Records Of The Arrest, Firing, and Prosecution of the Prime Suspect and Defamer for "Other Property Grand Thefts From Mass Citizens, Tourists, i.e, Avis/Budget/Payless Rental Car Paying Customers".

The petitioner cites plausible claims of Defamation While A **PAYING** Customer, which a reasonable judge would clearly see that the petitioner was on official **PAYING** Customer business to retrieve lost items and try to discuss the financial fraud, **February 12, 2015**, identity theft of monetary funds from the petitioner's personal private property bank account Debit Unauthorized and Fabricated by the respondent's employees, who think that they know a little law, from predictably law school while working as rental car associates/inside jobbers, illegally through theft and invasion of privacy with terror INTENT illegal technology on a human person, viewed some of the petitioner's In Pro Se personal private property confidential 100 civil briefs/See Something Say Something Inter-State **REPORTS**/District- Court Filings, and then these respondent's employees illegally STOLE monetary funds from the petitioner's Umpqua Bank Account without authorization on, **February 12, 2015**, to INTIMIDATE petitioner's civil prosecution Civil Complaint Number: 15-cv-0951, $400.00 filing fees and In Pro Se, Independent Investigation Legal Discovery Funds needed for the In Pro Se Prosecute of these respondent's employees for their grand theft of petitioner's personal private valuable confidential and 1994 copyrighted VHS master copy, 2014 revised edition copyrighted DVD #1 master copy, published, and unpublished intellectual property works-of-arts for product designs and inventions, protected by 17 U.S.C 501, 504, and 507. These facts were denied the discovery process by the premature dismissal by the District Court, who expressly prejudiced

the Third Circuits view and interpretation in conflict with the Supreme Court in the case of, *National Hockey League -v.- Met. Hockey Club*, 427 U.S. 639. 643, 96 S.Ct. 2778, 49 L.Ed.2d 747 (1976), which held that "Dismissal with prejudice is a drastic sanction termed "extreme" by the Supreme Court."

The proper interpretation of Defamation according to the 1st Amendment Rights, U.S. Constitution, would include the abuse of authority by employees used as a rouse to steal from International Airport Customers and Rental Car Affiliates goes beyond theft when Defamation is used against the customer for the sole purpose of illegally attempting to falsely imprison the customer for the sole purpose to continue the illegal theft in progress with a false police reporting of Criminal Trespass and 911 police assistance emergency public airwaves criminal trespass reporting broadcast against the **PAYING** Customer/Petitioner, Jerome L. Grimes, B.A., results in the **PAYING** Customer/petitioner being **DEFAMED**, and supports a key element of Defamation, which is antedated with MALICE, equal to Badgering The Victim/Witness/Petitioner/**PAYING** Customer, presents a question of surpassing importance to the 21% of millions of International Airport Travelers with billions of dollar worth of valuables stolen every year from them, and then COINCIDENTALLY down coded as lost, but actually and factually have been outright stolen items of value small enough to be smuggle out of the rental car and international airport facilities by inside jobbing employees. This Court's immediate review therefore is warranted to resolve the square conflict in the circuits on whether a theft occurred with defamation, if the defamation was with malice for the purpose to carry-out that theft, which is intimidation, too. But wholly incredible at the same time under the 1st Amendment Rights of the U.S. Constitution, it is not. And defamation in the commission of theft is not limited to cases only at rental car companies' employees' theft with malice on International Airport Facilities/Properties, where the **09/11/01** grand theft of Flight 93 was committed with the help of Inside Jobbers at the International Airport Worksites, and the Most Honorable First Responders were LURED into a building to emergency assist victims that resulted in more than **DEFAMATION** or DAMAGES of Criminal Frame-Up To Their Person and/or Personal Criminal Background Rap-Sheet While Searching, Rescuing, and Investigating, but DAMAGES to their physical body, not wholly incredible.

The Third Circuit also mentions in their Opinion, the petitioner's **REPORT**/Filing of how the petitioner got separated from the rental car involved and simultaneously police brutalized at a time the Petitioner was the Reporting Party via 911 Cellular Telephone Police Emergency Assistance Needed on Mall St. Vincente Street, in Shreveport, Louisiana on or about, **December 12, 2014**, leading to separation from the rental car and its contents of valuable personal private property, due to the false continuous imprisonment hardship of the petitioner until, **February 14, 2015**. (*Jerome L. Grimes -v.- Shreveport Police Officer, Roy*, U.S. Dist. Ct., Dist. Of LA, Case #: 15-cv-0066.)

OPINION BELOW

The opinion of the Court of Appeals, (3rd Cir.), was filed on, **January 28, 2019**, the opinion of the District Court was filed on, **July 18, 2018**, and Affirmed on, **January 28, 2019**. The mandate was filed on, **February 20, 2019**, with Opinion & Mandate Letter.

JURISDICTION

The Court of Appeals entered its judgment on, **January 28, 2019**, Affirmed, and Opinion on, **January 28, 2019**, and no petition for rehearing was moved by the In Pro Se, Petitioner, because of the third Circuit's unanimous decision. This Court's jurisdiction is invoked under 28 U.S.C. 1254(1).

STATUTORY PROVISIONS INVOLVED

Relevant provisions of the 1st Amendment Rights of the Rights To Be Free From **DEFAMATION**, U.S. Constitution needs no Factfinding, 28 U.S.C. 1331, and it is beyond a bare assertion to say the "Defamation was perpetrated with Malice to steal from a Rental Car PAYING Customer/Petitioner, is a plausible federal claim for civil damages." *Ashcroft -v.- Iqbal*, 556 U.S. 662, 678 (2009). (F.R.C.P. 33 & 34.)

STATEMENT

Statutory and Regulatory Background

Rental Car Companies are regulated by Corporate Rules that is regulated by Federal Law, and the Fair Credit Billing Act of 1974. There is no factfinding necessary, when it is a known fact that all persons are created equal with substantial fundamental rights to be FREE from **DEFAMATION**, pursuant the 1st Amendment Rights, U.S. Constitution. FOR EXAMPLE: Any reasonable judge would consider being FRAMED-UP for a DUI traffic crime, when the judge is not even a drinker of alcoholic substances. But it would be more than just **DEFAMATION** if the False DUI Criminal Incident Was Placed On The Face Of The Judge's Arrest Record History, when the incident was FRAMED-UP against the judge for the sole purpose of another with Malice to carry-away the judge's personal private property, i.e., Rolex wrist watch. *Fry -v.- Lee*, 2013 COA 100 20 (Colo. App. 2013) citing *Burns -v.- McGraw Hill Board, Co.*, 659 P.2d 1351, 1360 (Colo. 1983), which states that if false statements imputes to its subject criminal offense a matter incompatible with the individual's business, trade, profession, or office. *Fry* at 22. (SEE: ***DEFAMATION***: If harm to reputation, deter third party from associating or dealing with her/him. *Id. 559.* In this HEREIN case Petitioner, Jerome L. Grimes is CEO of the in-pendency stage start-up small business self-employment, to do business as JEROME L. GRIMES' PRODUCTIONS, LLC, which is searchable on the internet search engines. And the petitioner's in-pendency worksite website address is: **asmallbusinessstartupdvd.com**. The defamation with Malice against the petitioner harms the petitioner's reputation by Defaming as a current untrustworthy person CRIMINAL TRESPASSER on International Airport Facilities Worksites, doing business as (DFW) Dallas/Ft. Worth International Airport, Texas. Should the petitioner's future investors, clients, team members, partners, affiliates, customers, and prospective employees believe the tainted and defamed background history associated with the **March 01, 2015**, Defamation caused by the respondent's **EMPLOYEES**. That is considered substantial harm to reputation that should be considered culpability towards some substantial financial harm to the income earning power of the petitioner's fundamental rights to employment, i.e., self-employment.

To survive a Fed. R. Civ. P., Rule: 12(b)(6) motion to dismiss, "a complaint must contain sufficient factual matter, accepted as true, to state a claim to relief that is plausible on its face." "Ashcroft -v.- Iqbal, 556 U.S. 662, 678 (2009), citing Bell Atl. Corp. -v.- Twombly, 550 U.S. 544, 570 (2007)". A claim is plausible on its face only "when the plaintiff pleads factual content that allows the court to draw the reasonable inference that the defendant is liable for the misconduct alleged." Iqbal, supra. A facially plausible claim need not survive the probability requirement, but must show "more than a sheer possibility that a defendant has acted unlawfully." Ibid.

Under the Fair Credit Billing Act of 1974 consumers could bring suit for Abusive and Unfair Billing Practices. The petitioner asserted in his complaint that unreasonable fees were charged that were not due to the defendant/Respondent, in the amount of **$1,481.00 illegally debited WITHOUT a SECOND Authorization** from the petitioner's personal private property Umpqua bank checking account on, **February 12, 2015**, excessive fees over the legal amount that was illegally charged by the defendant's/Respondent's **EMPLOYEES** that also involved malice towards the rental car company, according to Respondent, Avis Budget Group, Inc.'s Head of Security, Darryl Stripling, who asserts that it appears that no one ever heard of an **EMPLOYEE**, Kirk England working for the Respondent, and that some **EMPLOYEE** of the respondent may have used with **MALICE** the fraudulent name of: **KIRK ENGLAND** on, **February 11, 2015**, and, **February 12, 2015**, on the Avis Budget Group, Inc.'s, Accounts Receivable Debit Transaction personal private property monetary funds illegally withdrawing the **$1,481.00** extraordinary funds from the petitioner's Umpqua Bank checking account with Malice to Intimidate the petitioner's In Pro Se, Independent Investigation, and it is this In Pro Se, Independent Investigation that discovered this fact that respondent's Head Of Security, **Darryl Stripling** alleges that the funds appear to not have been deposited into the respondent's bank account, according to Darryl Stripling, unless He/(Darryl Stripling) was associating with the alleged perpetrators/respondent's **EMPLOYEE(S)**, Kirk England, and/or trying to covertly dissuade the petitioner's In Pro Se, Independent Investigation.

To save the statutes the petitioner FILED suit within the 1 year statutes of limitation, but was LULLED by the Avis Rental Car Insurance Agency HSRI, to pursue the Civil Complaint illegally

LULLED and then much later DENIED on deliberate indifferent allegation by the defendant's insurance company (HSRI) Health Safety Risk, Inc., that IGNORED that the date of RENTAL CAR EXTENDS TO **"ALL"** Dates Charged, Billed, and **PAID** FOR BY DEBIT TRANSACTIONS FROM THE PETITIONER'S UMPQUA BANK CHECKING ACCOUNT, which included UPTO the date of: **February 11, 2015**, and, **February 12, 2015**.

Following this incident on numerous COINCIDENTAL **False** Continuous Imprisonment Hardships or Continuous Imprisonment Hardships occurred that are were equal to Badgering The Witness/Victim/Petitioner/In Pro Se, Attorney, where in fact **"ALL"** of the petitioner's In Pro Se, Independent Investigation Legal Materials, Research, Files, and Independent Investigation Exhibits, Declarations In Support of the petitioner's claims for this HEREIN Tort, and several other Plausible Claims in multiple jurisdictions, were repeatedly **STOLEN/LOST** "each" and "every time" the petitioner became continuously imprisonment hardship and/or continuously **false** imprisoned hardship that **derailed** and **TOLLED** the HEREIN In Pro Se, Prosecution of this HEREIN tort claim. And that lead to the petitioner having to start over, rebuild, transition back into society, and re-independently In Pro Se investigate the HEREIN **DEFAMATION** and **Substantial Financial Lose** that occurred on or about, **February 08, 2015 -to- March 01, 2015**, because of the grand theft in the commission of **DEFAMATION** against the petitioner's person and valuable personal private property, that was perpetrated by the respondent's **Shreveport Regional Airport, Munkhouse Road,** and **DFW Airport EMPLOYEE(S)** on or about, **February 08, 2015 -to- March 01, 2015**.

Facts

Petitioner is a **PAYING** Avis Budget Rental Company **Customer** – for which **Payless** Rental Car is owned and operated by Avis Budget Group, Inc.,. Avis Budget Rental Car Company manages their employees and allowed their **EMPLOYEES** access to their customers' bank checking account personal, private, and confidential information. In addition, Avis Budget Group, Inc., selected (HSRI) Health Safety Risk, Inc., to be their automobile rental company's responsible loss and damage insurance company as a consumer product offered to its customers. Both of the two companies are publicly traded offerings to the public are controlled by the Federal Laws enacted by the Fair Credit Billing Act of 1974 – exactly the type of publicly traded

companies Congress sought to control and regulate for fair consumer confidence building through preventing unfair and abusive billing practices.

Avis Budget Group, Inc., charged extended rental fees, mileage fees, extended insurance fees, and late fees up to the date of, **February 04, 2015**, assumed, still being In Pro Se, Independently Investigated, under Federal Rules of Civil Procedure, Rule: 34, DISCOVERY-Subpeonas DISMISSED with the lower courts' errors of Dismissal and Affirming HEREIN at issue. Those fees were for "all" days that the rental car was not in the respondent's possession, which included 98% of the days that the automobile renter/petitioner was separated from the rental car (52) Fifty-two Days, while rental car fees should have been **TOLLING** during the petitioner's continuous imprisonment hardship and the rental car in the police automobile storage yard, pursuant to 6th Amendment Rights, U.S. Constitution and CCCP 335 and 335.1(b). For example, the days that the rental car was overdue, but safe and secure in the Shreveport Police Department Storage Impound Yard, not the average unsecure automobile tow yard. This equals safety and security for **"all"** of the petitioner's valuable personal private property, while those valuables were in the police custody. For (52) Fifty-two Days in the impound police storage automobile yard the petitioner was billed, charged, and bank checking account debited, which means that **"all"** of those Days included contractual agreed upon automobile coverage that too was **PAID FOR** by the petitioner and extended for **"all"** of the Days that the rental car was not in the Avis Budget Group, Inc.'s possession.

In addition to charging rental car fees far exceeding those it would have billed to other clients that it spoke to first for a candid conversation and meeting of the minds as to exactly how did the petitioner/renter of automobile/**PAYING** Customer get separated from dominion over the rented automobile, which would have been fair and logical billing practice, in lieu of Unfair Billing Practice, Theft, and Defamation with Malice Federal constitutional violations to permanently deprive the petitioner of valuable inherited personal private property, i.e., large mysterious in pro se probate inherited valuable wall vault security safe, filled with multiple contents of the valuable confidential Petitioner's **multiple** Parcels of **Inter-state** Land & Oil Royalties Rights, Confidential List Of Co-Heirs' Names And Addresses, and Confidential Petitioner's Poorman Copyrighted In-Pendency Inventions & Products Registered Mail-To-Self

Time & Date Stamped by the U.S. Post Office (17 U.S.C. 501/(17 U.S.C. 504). *See*: Fair Credit Billing Act of 1974's definition of Unfair and Abusive Billing Practice:

ABUSIVE ACT OR PRACTICE IS:

"That takes advantage of a lack of understanding on the part of the consumer of the material risks, costs, or conditions of the product or service." "That takes advantage of the ability of the consumer to protect its interests in selecting or service using a consumer financial product or service." OR "That takes advantage of the reasonable reliance by the consumer on a covered person to act in the interests of the consumer." (Dodd-frank Act of 2010.)

Proceedings Below

In, **March**, **2015**, petitioner tried to save the statutes of limitations for filing, while **SEEING SOMETHING SAYING SOMETHING REPORTING**/Filing incident narrative/**(report)** That Occurred At The DFW International Airport, Texas, via: Shreveport Regional Airport, Louisiana. This **REPORTING** was in the In Pro Se creative cheating form of: Civil Complaint Number: 15-cv-0951, in the U.S. District Court, Northern District of Texas, but Summons was NEVER Issued, which means suit was NEVER enacted, and the Respondent, Avis Budget Group, Inc., were NEVER named as a party to the action, which means the lower courts errored in their interpretation that the petitioner said that the respondent did some type of covert terror beyond a civil matter, instead of the correct interpretation that the petitioner asserted that the respondent's **EMPLOYEES** were culpable of covert terrorism actions, that included a civil tort issue for damages. But in all actuality, the petitioner in this 1st See Something Say Something **REPORTING**/Filing NEVER named the Respondent, Avis Budget (Payless) Group, Inc., as a party to the tort action, but instead only named some of the respondent's **DFW EMPLOYEES** in their individual capacities. And the petitioner further asserted that these covert terror actions or incidences occurred at multiple international airport WORKSITE facilities, inter-state. Yet, NEVER did the petitioner imply that the respondent was the perpetrator, but instead stated that the respondent's **DFW EMPLOYEES** WERE TO BLAME, AND THE *1ST See Something Say Something **REPORT***/Filing No.: 15-cv-0951, "NEVER" named the respondent as a party to the action, but instead named the respondent's **DFW EMPLOYEES** in their individual capacities,

which automatically excludes this civil complaint filing as an attempt to litigate against the Respondent, Avis Budget Group, Inc., (3) Three times prior. And this mention by the petitioner of covert terrorism against the petitioner was cited by both of the Lower Courts in their rulings and opinions, but erroneously interpreted by those lower courts that the respondent was involved in covert terrorism inter-state, rather than correctly interpreting that the petitioner meant that the respondent's **EMPLOYEES** Inside Jobbers were discovered through In Pro Se, Independent Investigation to be involved in covert terrorism against the petitioner, which is err by the lower courts to interpret that the Respondent, Avis Budget Group, Inc., was viewed by the petitioner as guilty of or had involvement in covert terrorism.

The Petitioner, Jerome L. Grimes also asserted that Defamation and Grand Theft causing damages of at least $10,000.00 substantial financial amount to the petitioner, and attempt of kidnap/false arrest unjustifiably and **DEFAMING** against the petitioner on, **March 01, 2015**, for Criminal Trespass caused by the Respondent, Avis Budget Group, Inc.'s **DFW EMPLOYEE(S)**, Christopher Shultz/(Shutz), and his shills of at least (5) Five other DFW location Respondent's **EMPLOPYEES/(**DFW location Avis Rental Car Pick-Up Reservation Counter Clerk's & Supervisor **03/01/15**, three male and two females**)**, not including a Respondent's Alleged **EMPLOYEE**, Kirk England, whose name appears on the, **February 12, 2015**, UNAUTHORIZED Illegal Second DAY of Bank Checking Account Debited **$1,481.00** Withdrawal from the petitioner's personal private property Umpqua Bank Checking Account Monetary Funds. And identity theft is the result of the, **February 12, 2015**, Unauthorized **$1,481.00** extraordinary/overcharging of petitioner's bank checking account on ONE of the Two separate bank checking account withdrawals from the petitioner's probate inheritance loan funds in His Umpqua Bank Checking Account, making the second Day of the two bank checking account debit transaction withdrawals **illegal identity theft** AGAINST THE PETITIONER, per rental car contractual agreement of "ONE" Authorized Bank Checking Account Debit Transaction for fees and charges, not two, three, or four separate dates of debit bank checking account withdrawals for "alleged fees and charges rouse", against the PAYING Customer/Petitioner, Jerome L. Grimes.

The petitioner's plausible claim does not need factfinding, because any reasonable judge mediating the court proceeding for an In Pro Se, Plaintiff, Appellant, or Petitioner is well aware

that a Rental Car Agreement is a Contractual Agreement With Clauses For Continued Automobile Accident Insurance Coverage: beyond mileage rental car driven, beyond days car rented, telephone extended days of car rental, overdue days of car rental, late days of rental car return, rental car renters' rights, and rental car fees and charges, which are the existence of a contractual relationship establishing a vested right controlled and regulated by Federal Law, pursuant to the Fair Credit Billing Act of 1974.

On, **February 29, 2016**, the petitioner again in an In Pro Se, excusable neglect or mistake ***REPORTED*** *See Something Say Something Style* To Appease To The District Court The Status Of This Serious Alleged Incident First **REPORTED** in, **March, 2015**, and the Aggravating Circumstances/Repeat Offense on a separate occasion of Federal Law Cause Of Action on, **September 12, 2015**, and this time Civil Complaint Number: 16-cv-1281, was assigned to the See Something Say Something **REPORT** and Filed, but again Summons was NEVER Issued, which means suit was NEVER attempted, but **REPORTED**, Filed, Re-Filed, and Tolled while accruing suspended statutes of limitation to file and extends, *stare decisis* California Civil Code Of Procedure 335, and 335.1(b). This came after another COINCIDENTAL (6) Six months of Continuous **False** Imprisonment Hardship or Continuous Imprisonment Hardship, due to the Aggravating Circumstances of the defendant's/Respondent's **Other EMPLOYEES** at the Payless Rental Car Company, **BWI** International Airport, Maryland/Washington D.C., FACILITY location, which occurred on a separate occasion on, **September 01, 2015** -to- **September 12, 2015**. Respondent, Avis Budget Group, Inc., is the Merged Parent Company of **Payless** Rental Car Company.

Again discovered through In Pro Se, Independent Investigation, the petitioner felt that BOTH SEPARATE INCIDENCES in **2015** Year, created a sense of urgency to *See Something Say Something* ***REPORT*** the repeat substantial financial loss, repeat unjustifiable Malice, and repeat grand theft against the petitioner at a time of terror against the TRANSPORTATION Industry, and that occurred at multiple inter-state defendant/Respondent, Avis/Budget/Payless Rental Car Companies' situated at several International Airports Facilities. And this lead to the (3rd) Third civil complaint number: 17-cv-1820, prisoner complaint *See Something Say Something* **REPORT**, while in **TOLLING in-custody status**, *(**See**:* CCCP 335 and 335.1(b)*)*, Filed in the

U.S. District Court, District of New Jersey, but SUMMONS was NEVER Issued, which means that the statues of limitations to file was being **TOLLED** and Noticed to the District Court by the petitioner, and petitioner's INTENT to prosecute tort claim was suspended and being saved, filed, appeased, and **TOLLING** during the In Pro Se, Independently Investigated by the petitioner. (F.R.C.P. 34) It is also a known FACT that the petitioner could not have rented **another** Payless Rental Car in the Year: **2015**, if the petitioner was not a **PAYING Customer**, during the "**first**" **2014-2015 DFW** Avis Rental Car Incident HEREIN at Issue, **too**. All of the Rental Car Companies have what is called a "DO NOT RENT LIST", which was not in place AT THE TIME OF THE, **SEPTEMBER 01, 2015**, RENTING OF ANOTHER PAYLESS/Avis/Budget RENTAL CAR AUTOMOBILE as ***"PROOF"*** that a **PAYING** CUSTOMER STATUS existed for the Petitioner, Jerome L. Grimes, after this HEREIN, **March 01, 2015**, **Defamation** Federal Law Cause Of Action.

And through In Pro Se, Independent Investigation it was discovered by the petitioner that Invasion Of Privacy With Terror INTENT was being perpetrated by the defendant's/Respondent's **DFW & BWI EMPLOYEES**, or the Avis/Budget/Payless Rental Car Renters' Insurance Claims Computer Records And History Showed The Civil Lost And Found (**HSRI**) Health Special Risk, Inc., Claim Form Number: **00851135-01**, (**Appx. 8**), which gave the defendant's/Respondent's BWI facility location **EMPLOYEES/(Shills)** the means to attempt an illegal intimidation LULLING action against the petitioner's tort litigation, during the **second 2015 (September)** rental car **incident** and **repeat** Grand THEFT of the PETITIONER'S probate inherited valuable wall vault security safe with valuable confidential Parental personal private property, and is at tort issue HEREIN equal to badgering the witness/petitioner/(In Pro Se, Attorney) in **September, 2015**. The "**second**" **2015 (September) BWI** Location, **Payless** Rental Car Incident against **PAYING** Customer, Jerome L. Grimes involved the Respondent's **BWI EMPLOYEES and EMPLOYEES' Inter-state SHILLS** stalking and re-taking/(repeat grand theft beyond attempt of grand theft, wall vault security safe belonging to the petitioner), through the use of a ROUSE: "RESPONDENT'S **(BWI) EMPLOYEES'** *PREMATURELY* REPORTED AN ANTEDATED OVERDUE RENTAL CAR/DRIVING WITHOUT OWNER'S CONSENT POLICE INCIDENT REPORT, **SEPTEMBER 12, 2015**, AGAINST THE PETITIONER THAT LEGALLY RENTED FROM THE Respondent, (Payless)/Avis Budget Group, Inc., BWI (Baltimore/Washington International

Airport Location), and again discovered through In Pro Se, Independent Investigation that the respondent's HEREIN **EMPLOYEES** at issue used **inter-state co-workers**, inside jobbers, and inter-state shills to stalk the wall vault security safe inter-state for the sole-purpose to permanently deprive the petitioner of His personal private property, i.e., probate inherited valuable wall vault security safe with valuable contents, i.e., DECEDENT, Lucy (Mae) Grimes' 1975 Buluva ladies diamond wristwatch, etc., yet the petitioner failed to give an adequate narration and "**Unsuccessfully Narrated**/(In Pro Se) *See Something Say Something* **In Pro Se Incident September, 2015** ***REPORTED***/Filing of the "**second**" **September, 2015 Repeat Offense more than badgering the petitioner**, Civil Complaint Numbers: 16-cv-1281, U.S. District Court, Northern District Of Texas", "**AND**", *See Something Say Something* ***REPORT***, 15-cv-1955, U.S. District Court, Middle District Of Florida: (*Grimes -v.- Kelly*)(*See*: Criminal Case Number: 15-CF-012295-A-OR, Orange County, 9th Judicial Circuit Of Florida, Orlando, Florida, Florida Police/Deputy Sheriff (**Shill**) Officer, Edward Kelly, Jr., #: ____'s, and BWI Airport Police (**Shill**) Officer, Williams #: ____'s Co-Antedated Narrative.)(Case #: 15-cv-1955, U.S. Dist. Ct., Middle-Dist. Of FL.) for specifics of the "***Second***", **September, 2015 BWI** facility Respondent's **Other EMPLOYEES'** Repeat Offense, that EXTENDS Statutes of Limitation Time to File, with Witness Badgering/(Petitioner Badgering) By Respondent's **Other BWI EMPLOYEES/SHILLS** Repeat Offenders Against The In Pro Se, Petitioner.)

The District Court granted Avis Budget Group, Inc's motion for dismissal and denied petitioner on, **July 18, 2018.** In denying petitioner's reply motion, the court concluded that a cognizable claim had not been sought for relief.

This denied the petitioner the substantial fundamental constitutional right to the access to court to prepare for trial to demonstrate the, "**February – March, 2015**, theft, malice, and **Defamation**", and "**September 01, 2015 – September 12, 2015**, repeat theft, repeat malice, and repeat defamation". For example, if the petitioner on or about, **December 12, 2014**, was a covert victim of violent crime or covert terror, police brutality, and FRAMED-UP as an automobile tampering criminal, instead of the petitioner being recognized and identified as the, **December 12, 2014**, 911 Call **REPORTING PARTY** Trying To Get A Victim Emergency Police Assistance Abstracted From A **Post-09/11/01**-Hostage Crisis, then a contractual agreement was

violated by the respondent, when DISCRIMINATION, and UNFAIR and ABUSIVE Billing Practice Federal Law violation occurred when the Alleged defendant's/Respondent's **EMPLOYEE(S)**, Kirk England illegally went into the petitioner's bank checking account a Second Day and Second Time a Day Later "AFTER" the contractually Agreed Upon "ONE AUTHORIZED DEBIT TRANSACTION FOR ANY AND ALL MONETARY CHARGES FOR MILEAGE, LATE FEES, DAMAGES, Etc., and through Federal Rules of Civil Procedure, Rules: 33 and 34, with 1ST, 6TH AND, 9TH AMENDMENTS RIGHTS, ACCESS TO COURTS FOR **DEFAMATION** RELIEF, and the FACTS that there was no meeting of the minds between the respondent's **EMPLOYEES** and the petitioner as to what fees would be debited, why they would be debited, and candid conversation as to what actually WAS THE ACTUAL CIRCUMSTANCES that had happened to the petitioner and the rented rental car/(truck) on or about, **December 12, 2014**, False Arrest & Framed-Up -through- **February 14, 2015**, Discharge From Shreveport City Jail, i.e., meaning: Was I (the petitioner) breaking the law, joy riding?, **-or-** Was I (the petitioner) a victim of violent crime, injured and in semi-protective custody, while healing a serious back injury from police brutality from the, **December 12, 2014**, Police Contact Incident with no access to in-custody telephones to inform the respondent about the unforeseen circumstances beyond the control of the automobile renter/petitioner/covert victim?, and the FACT that the rental car was safe, secure, stable, and UNDRIVEN FOR (52) Fifty-two DAYS, in the police automobile storage facility, and predictably not requiring RENTAL FEES, Pursuant To The 6th Amendment Rights To **TOLLING** Of The Rental Car Fees Due To Continuous Imprisonment Hardship (60) Sixty Days, 6th Amendment Rights, U.S. Constitution, (Stare Decisis) California Civil Code of Procedure 335 and 335.1(b) Actual Circumstances At A Time Of Terror Against The Rental Car **PAYING** CUSTOMER, In Specific In Pro Se, Petitioner HEREIN, That Was Separated From The Rented Automobile For Almost (60) Sixty Days as a result of being a covert victim, criminally framed-up, and defamed on the face of the petitioner's, **December 12, 2014**, Shreveport, Louisiana Arrest Record Criminal Rap-sheet Historical Database Record, and supported by the Fair Credit Billing Act of 1974, **TOLLING** & SUSPENDING Rental Car Fees And Charges During (60) Sixty Days of Continuous Imprisonment Hardship And Automobile Police Department Automobile Secure & Stable (52) Fifty-two Days of Automobile Storage. (***See***: *See Something Say Something* Civil Complaint/***Report***/Filling No.:

15-cv-0066, Sec. P, U.S. Dist. Ct., District Of Louisiana, *for the exact date and narration of Shreveport (LA.) police incident: on or about,* ***December 12, 2014****, Petitioner's Arrest & Separation From Dominion Over The Respondent's Rental Car,* ***TOLLING****.)*

A panel of the Third Circuit affirmed the District Court's judgment on, **January 28, 2019**. The panel first erroneously addressed the petitioner's allegations of covert terror, while mistakenly interpreting that the petitioner stated that the defendant/Respondent LURED the petitioner into search & rescue type of situation. This was an error by the Third Circuit, because the petitioner NEVER stated that the defendant/Respondent, Avis Budget Group, Inc., committed that Covert Terror Action. The petitioner tried to convey in His pleadings/***REPORTINGS See Something Say Something*** that some **post-09/11/01 activity** was occurring on Mall St. Vincent Street, in Shreveport, Louisiana against a Female Victim, and that the perpetrators was assisted by a male (LA.) Shreveport Police Officer, Roy #: ____(Case #: 15-cv-0066). (***See****: "A Stolen Life"* written by Victim/Author, Jaycee Dugard.) *Also See*: Civil Complaint No.: C86-5203, U.S. Dist. Ct., Northern District of California, Nathaniel "(Def. Nathan)" Johnson's **(W-2 Forms)**(Co-Fence/**Co-Shill**". (**See**: Mall St. Vincent Street **Shills'/Residences'/12/12/14-Perpetrators' W-2 Forms** & Street Addresses Criss-Cross Directory, Shreveport, Louisiana **"relationships"** ***compared with*** the Respondent's **EMPLOYEES' COINCIDENTAL "relationships"** at the "Shreveport Regional Airport, Avis Budget Rental Car, LA. **(EMPLOYEES' W-2 Forms)**", "Munkhouse Road location Avis Budget Rental Car Lot, Shreveport, LA. **(EMPLOYEES' W-2 Forms)**", "Joey's Towing Service, Shreveport, LA. **(EMPLOYEES' W-2 Forms)**/Case #: 5:15-cv-1434", "BWI location Payless Rental Car, Wash., D.C./Balt, MD. **(EMPLOYEES' W-2 Forms)**/Case #: 16-cv-1281", and "DFW location Avis Budget Rental Car, TX. **(EMPLOYEES' W-2 Forms)**/Case #: 15-cv-0951", "HSRI's **(Shills')/EMPLOYEES' W-2 Forms)**/(Case #: In-pendency 2019 **REPORT)Appx. 8, Pet. App.**", as well as "(LA.) Shreveport Police **(Shill)** Officer, Roy's **(W-2 Form)**/Case #: 15-cv-0066", & "(LA.) Monroe Police **(Shill)** Officer, **Timothy** Stephens' **(W-2 Form)**/Case #: 15-cv-2065)". {*NOTE:* **(2018/(2019)** 79% OF **EMPLOYEES/Suspects** & **Shills**/Masterminds Of Mass Unjustifiable PIPE BOMBS U.S. Mail SIMULTANEOUS Covert Terror & Attempts Against Honorable Public Figures. *Lie Detector Test Detaining of Respondent's*

*(HSRI & Legal Staff) & **EMPLOYEES/Suspects & Shills** applicable, pursuant The Patriot Act.)}*
Discovered through In Pro Se, Inter-state Independent Investigation.

Every year for the past (60) Sixty years more than 200,000 (Two Hundred Thousand) Missing & Exploited Children are abducted every year, or at least 79% of the 200,000 are Actual Unjustifiable Factual Victims. And when and if the petitioner was driving near Mall St. Vincent Street in Shreveport, Louisiana and heard a Female child or adult screaming for help, then the petitioner has/had a Right to exercise his civic duty and public vigilance to get emergency assistance and specific data to **REPORT** to the police, via 911 Cellular Telephone Call Emergency Police Dispatch Assistance Needed Public Broadcast Airwaves. This is what occurred on, **December 12, 2014**, causing the petitioner to get separated from dominion over the rented respondent's automobile/truck. *See: (Annual Statistics) available at: www.missingandexploitedchildren.com.*

The panel on, **January 18, 2019**, next considered the petitioner's claim of California Civil Code of Procedure 335, and 335.1(b) **TOLLING** and the 6th Amendment Rights, During Continuous Imprisonment Hardship, U.S. Constitution, but the panel on, **January 18, 2019**, left off with the petitioner had tried unsuccessfully four times to litigate the matter, but both lower courts failed to mention that SUMMONS was NEVER ISSUED, which means those civil complaint Filings had to have been being used by the petitioner as IN PRO SE, *SEE SOMETHING SAY SOMETHING* & APPEASEMENT OF PETITIONER'S NEW ADDRESSES IN-CUSTODY AND OUT-OF-CUSTODY ***REPORTINGS*** AND UPDATE/DISCOVERY THE RESPONDENT'S **EMPLOYEES'** AGGRAVATING CIRCUMSTANCES/(REPEAT OFFENSES: **SEPTEMBER**, **2015**), and not ever Litigated, NEVER Served Upon The Defendants, NEVER named respondent in the first tort filing/***REPORTING***, and NO Summons was ever Issued By The District Courts in "ANY" of the (3) Three times that the **TOLLING** was ACCRUING **SUSPENDED** of the statutes of limitations for filing, and the FILING FEES were NEVER "PAID". This means that there was NO Civil Suits (3) Three times, "BUT" the statutes were Saved, LULLED, Tolled In-Pendency Status, Appeased, and Accrued until the In Pro Se, Petitioner could reasonably with Court Judicial Economy In Mind Pay The Filing Fee, Litigate, and Prosecute the herein tort, while doing adequate In Pro Se, Discovery, pursuant to Federal Rules Of Civil Procedure, Rules: 33 and 34.

In violation of the Federal Laws under the Fair Credit Billing Act of 1974 the defendant's/Respondent's **defense attorneys** suspiciously argued that Theft must be O.K. for the defendant's/Respondent's **EMPLOYEES**, and that the **PAYING Customer/Petitioner** has no right to access to the courts, no right to discuss, no right to recover, no right to have privacy and defamation protection Federal civil rights in the (USA) United States Of America and It's Territories addressed, and has no right to ***See Something Say Something REPORT*** the Federal law violations, i.e., Defamation in commission of Malice Grand Theft that occurred as the result of the Respondent's **DFW Airport location EMPLOYEES' and again BWI Airport location EMPLOYEES'** illegal actions at a time of covert terror at any International Airport Facilities, and the International Airport Facilities' affiliated TRANSPORTATION Rental Car Companies, that caused the substantial financial harm to the HEREIN PAYING Customer/Petitioner/ Appellant/ Plaintiff, In Pro Se, twice on two separate rental car renting incidences or occasions in the year **2015**. ***See***: *Time Magazine, 03/28/14, "Los Angeles International Airport Baggage", (https://www.google.com/amp/amp.timeinc.net/time/41077/ lax-baggage-handlers)*

The panel then considered whether a plausible pleading could be had even with opportunity to amend the complaint again, and their conclusion was that He could not if He tried. This was all done by both lower courts without any Discovery being allowed to Subpeona the necessary evidence the petitioner needed to state the claim with EXHIBITS beyond plausibility. (F.R.C.P., Rules: 33 & 34.) The Third Circuit and the District Court both misconstrued the petitioner's Amended Complaint, FILED: **April, 2018**, as stating that Pages: 3-5, STATEMENT SECTION as being attributable to the DEFAMATION of, **March 01, 2015**, when in FACT proof of the lower courts' errors, i.e., Third Circuit's and District Court's errors, can be PROVEN COURTS' ERRORS, using the petitioner's clearly stated narrative in verbatim on Page: 5, Lines: 3, Amended Complaint, which clearly demonstrates that the petitioner stated:

*"And **"all"** of the days mentioned above from: **(Dec. 14, 2014 -through- Feb. 04, 2015)**, including, but..."*

And it is a KNOWN FACT that this **DEFAMATION** PLAUSIBLE CLAUSE OF ACTION STEMMED FROM THE ON-THE-RECORD DATE OF: ***March 01, 2015***, not "BEFORE" that date which means that the petitioner NEVER conveyed that the defendants/respondent LURED his person on Mall

St. Vincente Street, Shreveport, Louisiana, on **December 12, 2014**, when the Federal Law Cause Of Action Of **DEFAMATION** Criminal Trespass occurred in Dallas/Fort Worth, Texas at the DFW International Airport, Avis/Budget Rental Car Distribution Lot Facility on, **MARCH 01, 2015**, CRIMINAL TRESPASS INCIDENT, caused by the respondent's, **EMPLOYEE**, Christopher Shultz', aka: Chris Shutz', in his individual capacity litigant clearly identified in the **March, 2015**, **REPORTING**/Filing No.: 15-cv-0951, U.S. Dist. Ct., Northern District Of Texas. Any reasonable judge would see that the complaint number: 15-cv-0951, NEVER NAMED the Respondent, Avis Budget Group, Inc., as a litigant party anywhere in the complaint number: 15-cv-0951, because Christopher "Chris" Shultz' (Shutz) **DEFAMATION**, grand theft, intimidation, and identity theft involved some type of covert terror modus operandi and the petitioner had to use his civic duty and public vigilance to *SEE SOMETHING SAY SOMETHING* ***REPORT*** THE, **FEBRUARY 12, 2015 - THROUGH- MARCH 01, 2015**, INCIDENT THAT OCCURRED AT MULTIPLE INTER-STATE AIRPORT FACILITIES AT A TIME OF **POST-09/11/01**-COVERT TERRORISMS AGAINST CITIZENS AND TOURISTS. That means that there were NO Four civil litigation attempts against the same exact defendant/Respondent, Avis Budget Group, Inc.,. Also, this *SEE SOMETHING SAY SOMETHING* ***REPORTING,*** was the best way to record, store, and retain pertinent, relevant, and specific dates, times, names, aggravating circumstances, and discovered facts that are necessary to recall for adequate and plausible In Pro Se litigation while Indigent, Near Homeless, With NO Law Office or Legal Staff. This filing/***REPORTING*** & APPEASEMENT was the best way to store material evidence specifics in case of emergency use to have leads for In Pro Se Prosecution, Reporting, and Apprehension of the Prime Suspects/(Respondent's **EMPLOYEES**) that illegally acquired through theft the means illegally obtained from the petitioner's confidential and private significant and generalized others' addresses, telephone numbers, and jurisdictions, which created vulnerabilities for the Respondent's multi-jurisdiction **EMPLOYEES** to exploit, i.e., home invasions, crank telephone calls, kidnappings, residential burglaries, commercial burglaries, child abductions, automobile burglaries, automobile tampering, and food chain jurisdiction poisonings against the persons and places of those parties identified within the Petitioner's confidential contacts of valuable private personal properties of contents in the petitioner's telephone address books and cellular telephone contact lists and history of

telephone calls made and received telephone numbers lists inside of the Petitioner's operational and **non-operational** Cellular Telephones with cellular telephone numbers that can also be traced on numerous Court records of the petitioner's pleadings, filings, documents, dockets, and **REPORTINGS**: the petitioner's numerous contact telephone numbers of record(s) dating from: **2005 Year -to- 2015 Year** multi-jurisdictions.

REASONS FOR GRANTING THE PETITION

I. THE DECISION BELOW CONFICTS WITH DECISIONS OF THE SUPREME COURT ON A FUNDAMENTAL ISSUE OF FEDERAL CONSTITUTIONAL LAW.

The Third Circuit's decision in this case created a conflict with the Supreme Court in holding that the petitioner's pleading is wholly incredible under the 1st Amendment Rights, Rights To Be Free From **DEFAMATION**, U.S. Constitution. The Ninth Circuit's decision in *Denton -v.- Hernandez*, 504 U.S. 25, 33 (1992), recognizing that the frivolousness determination is a discretionary one, when made by the District Courts', and a 1915 dismissal is appropriate for a Court of Appeals to consider, among other things, whether the District Court ... "applied erroneous legal conclusions", ... "And since dismissal under 1915(d) could have a res judicata effect on frivolous determinations for future *in forma pauperis* petitions." The discretionary rule can be traced back to the Supreme Court's decision in *National Hockey League -v.- Met. Hockey Club*, 427 U.S. 639, 643, 96 S.Ct. 2778, 49 L.Ed.2d 747 (1976). Recognizing that in that District Court's decision that not only did the Court dismiss the plaintiff's complaint with prejudice, but in doing so, it dealt with the merits of his action. And the Third Circuit's decision in *Poulis -v.- State Farm Fire and Casualty* Company, 747 F.2d 863 (3d Cir. 1984) further supports the Supreme Court's decision in *National hockey League*, when it asserts that "it is instructive to recognize the length to which we have gone in preserving cases for a merits determination rather than dismissing them on a mere reading of the complaint". This would support the petitioner's allegation that the Fair Credit Billing Act of 1974 forbids unfair billing and abusive billing practices by agents of companies offering insurance for automobiles that extends as long as the automobiles are overdue, late, and **PAID WITH** late charges that accrue until the automobile is returned. This Federal Law means that an automobile is covered and

billed until the automobile is returned and INSURANCE COVERAGE AGREED UPON AT TIME OF RENTAL "IS" EFFECTIVE UNTIL THE TIME OF LATE RETURN IS COMPLETE.

In rejecting the reasonableness and plausible claim of grand theft in the commission of **Defamation** of character committed with **Malice** to carry out that grand theft, regardless of petty theft or grand theft that resulted in the perpetrator violating the petitioner's 1st Amendment Rights, U.S. Constitution, which looks at Common Law Court's decisions of relevant Court, synthesizes the principles of these past cases as applicable to the current facts, which is Stare Decisis entitling the petitioner to Tolling, Stopping, and Suspending the statues of limitations of time to file. (CCCP 335 & 335.1(b).) Investment Company Act of 1940 also mandates the securities company, which the respondents are registered with the SEC, while offering securities in the public market to consumers. And the Investment Company Act of 1940's mandate asserts that the publicly traded company's fiduciary duties to consumers is to obey fair play doctrine, while preventing unfair and abusive billing practices within their publicly traded company.

A. The Third Circuit's Argument And Analogies Of Wholly Incredible Claim Do Not Support Its Interpretation Of The Merits, Deficiencies, And Dismissal is Termed "Extreme" By The Supreme Court.

The *Supreme Court,* in *National Hockey League*, asserts that discretionary rule as one that must be fair and be allowed to go on to the discovery phase of the trial proceeding to allow a pro se plaintiff especially, the opportunity to develop the evidence and be permitted to proceed the claim at least to the point where reasonable pleadings are required. This discretionary rule is supported by Federal Rules of Civil Procedure, Rules: 33 & 34. And the Third Circuit also asserted in another case *Fowler -v.- UPMC Shadyside*, 578 F.3d 203, 210 (3d Cir. 2009), stated **"Accordingly, we must "accept all factual allegations as true, construe the complaint in the light most favorable to the plaintiff, and determine whether under any reasonable reading of the complaint, the plaintiff may be entitled to relief.".**

II. THIS COURT SHOULD REVERSE THE THIRD CIRCUITS DECISION.

A. An Employee Of A Rental Car Company That Defames A PAYING Customer To Steal From That Customer Is Considered With MALICE, Violates Federal Law Under The 1st Amendment Rights Of The U.S. Constitution.

The Legislature held that an investment company publicly traded to consumers and offers insurance instruments must obey the Fair Credit and Billing Act of 1974, which forbids unfair and abusive billing practices. And asserted that Unfair and Abusive Billing Practice is:

"Materially interferes with the ability of a consumer to understand a term or condition of a consumer financial product or service."

This unfair and abusive billing practice should include the Respondent, Avis Budget Group, Inc.'s, Head of Security, Darryl Stripling did NOT want to give back the petitioner's Wall Vault Security Safe, which through In Pro Se, Independent Investigation it was discovered by the petitioner that the Respondent's **EMPLOYEE**, Darryl Stripling, Head of Security was predictably and probably a co-fence of inter-state shills that illegally tracked the petitioner's inherited Wall Vault Security Safe and those inter-state shills used physical violence likely to cause death with baseball bat towards attempt to re-steal the petitioner's inherited w6all vault security safe with valuable confidential personal property inside of it. (**SEE**: Case No.: 3:15-cv-2065, U.S. Dist. Ct., Dist. Of Louisiana.) Also, ***See***: Case No.: 15-cv-0066, Sec. P, U.S. Dist. Ct., Dist. Of Louisiana, which involved a law enforcement officer that committed great bodily back injury police brutality, which consists of an employment position synonymous to security job like Respondent's **EMPLOYEE**, Co-shill, Darryl Stripling, which were contributing factors in, **December, 2014**, that lead to the petitioner getting separated from the respondent's rental car that contained the petitioner's inherited and personal valuable private property of more than $10,000.00 estimated value.

The Federal laws governing publicly traded companies mandate Fair Credit Billing Practices, pursuant to the Fair Credit Billing Act of 1974 and Dodds-Frank Act of 2010 describing that the consumer is dependent on the publicly traded company's representatives for clarity of the billing charges that are appropriate for the **circumstances** involved in the late return of rented automobiles. Acts and unforeseen circumstances out of the control of the consumer or renter of rental cars, should not be UNFAIRLY Billed for rental fees and late charges for days of

hospitalizations and hardships or separation from the rented automobile based on facts that do not have to be disputed if the publicly traded company's representatives exercised their due diligence to have a candid conversation with the consumer or automobile renter to ascertain the factual **circumstances** causing the consumer or automobile renter to lose contact with the publicly traded rental car company. A meeting of the minds or disputes regarding the FAIR Billing Practices is unnecessary, if the publicly traded rental car company's representatives followed their fiduciary duties to make full disclosure and play no tricks in the BILLING and DEBITING funds from consumers' or automobile renters' personal private property bank checking account, especially UNAUTHORIZED, MULTIPLE DAYS Of DEBITING, which is considered UNAUTHORIZED TRANSACTIONS, which is **illegal** IDENTITY THEFT using Merchant Rouse. All rental car contractual agreements allow for "(1) ONE", AUTHORIZED TRANSACTION. And for an Inside Jobber with MALICE Intent to use their **EMPLOYER'S** customers' billing and banking information to ILLEGALLY Debit Funds out of a consumer's bank checking or savings account is more than ABUSIVE & UNFAIR BILLING PRACTICES, pursuant to the Fair Credit Billing Act of 1974.

The Third Circuit held that a consumer's allegation that a publicly traded company used Unfair & Abusive Illegal Billing Practices in The Commission of **Defamation** Shows MALICE & Intimidation to Commit The Unfair Billing Debits Of Personal Private Funds Property Causing Substantial Financial Harm to The Consumer/Petitioner HEREIN, is not plausible, and wholly incredible to state a claim for relief under the 1st Amendment Rights, U.S. Constitution. (***See***: **Appx. 5** of Petitioner's, Appendices, Vol. I, App. Case #: 18-2782, **Total** Debits of: $4,754.31 from petitioner's Umpqua Bank checking account, **02/11/15**; of that **Total** Amount was illegally Unauthorized, **02/12/15**, **$1,481.00: Identity Theft**.) That holding cannot be reconciled with the Fair Credit Billing Act of 1974 and Dodd-Frank Act of 2010 text, structure, or purpose. Nor can it be squared with the Legislature's decision interpreting the 1st Amendment Rights, U.S. Constitution, or the views of the Acts. Without time for **rediscovery** due to recurring thefts of the In Pro Se, Mobile Units & Legal Records, or covert terror attacks against the In Pro Se, Petitioner to intimidate or LULL the In Pro Se, Independent Investigated Material Discovered

from being put on the Court records as exhibits and appendices. Under a proper standard, the petitioner is entitled to a trial on His claim.

B. Under Federal Law, Petitioner's Evidence Justifies A Trial On The Merits.

The First Amendment Rights, of the U.S. Constitution imposes on all persons a clause to be sued civilly in Federal Courts for Slander & Defamation. (*Sears Mortgage Corp. -v.- Rose, 134 N.J. 326, 347 (1993)* asserted "Every insurance contract contains an implied covenant of good faith and fair dealing."). The 1st Amendment Rights also contradicts the Third Circuit's decision that a claim is not plausible, when the Days of overdue late charges **INCLUDED** automobile insurance coverage beyond the due date of the rental cars, meaning the petitioner's belongings were covered during the date of RENTAL DAYS **PAID FOR**, which went **BEYOND** the date of scheduled return, per contractual rental car agreement to include ALL late charges which piggybacked the insurance for the automobile rental dates of late return, dates of extension by telephone of automobile insurance and rental dates, and **ALL CHARGES PAID FOR** the additional days that the automobile rental was OVERDUE, i.e., LATE FEES **PAID** Up Until "alleged" **February 04, 2015**, on, **February 11, 2015**, AUTHORIZED TRANSACTIONS AT TIME OF RENTING AUTOMOBILE, according to the petitioner's bank checking account transactions statement, identified as: **Appx. 5**, Petitioner's App. Case #: 18-2782, Appendices, Vol. I, (*See*: **Appx. 8**), and the, **February 12, 2015**, Unauthorized Bank Checking Account Withdrawals Were Officially ILLEGAL IDENTITY THEFT BY RESPONDENT'S **EMPLOYEES'**/INSIDE JOBBERS' **UNAUTHORIZED** DEBIT TRANSACTION "NOT" CONTRACTUALLY AGREED TO AT TIME OF RENTING OF THE AUTOMOBILE. Forbidden unfair and abusive billing transactions against consumers are asserted protections by the Fair Credit Billing Act of 1974.

Furthermore, the lower court's decision to treat the petitioner' pleadings as not plausible, while In Pro Se Status is in contradiction to the 1st Amendment Rights, U.S. Constitution plans to protect consumers from **Defamation**, when MALICE was involved, which in the petitioner's case it was perpetrated against the petitioner by the Respondent's **EMPLOYEE**, Chris Shutz, aka: Christopher Shultz for his sole purpose on, **March 01, 2015**, to intimidate a PAYING customer,

while committing Theft of petitioner's valuable **$1,481.00** personal private property bank checking account **funds** (**02/12/15**), and theft of approximately **$8,519.00** valuable personal private property contained within the rented rental car, and ATTEMPT Grand Theft of the petitioner's probate inherited valuable wall vault security safe with its valuable confidential contents contained inside, later returned to the petitioner by Respondent's **EMPLOYEES**, Head of Security, Darryl Stripling on: **June, 2015**. This means under the penalty of perjury, under the laws of the United States Of America, that the petitioner up until the date of, **June 10, 2015**, had Official Personal & Private Late **PAYING** RENTAL CAR CUSTOMER Business on, **March 01, 2015**, and was "NOT" a Criminal Trespasser at the Avis Budget Group, Inc., rental car lot and facility at the DFW Airport location before, during, or after the Federal Law Cause Of Action **DEFAMATION** on, **March 01, 2015**, 28 U.S.C. 1331. (28 U.S.C. 1291.)

III. THIS CASE PRESENTS A RECURRING QUESTION OF SAFETY TO PERSONS AND VALUABLES AT INTERNATIONAL AIRPORTS OF EXCEPTIONAL IMPORTANCE WARRANTING THE COURTS IMMEDIATE RESOLUTION.

This case raises a question of vital importance to investors in publicly traded TRANSPORTATION Industry publicly traded consumer offerings – whether the abusing and unfair billing of extraordinary fees beyond late fees, including but not limited to automobile insurance coverage and mileage charges can support a claim for breach of contractual agreement and defamation of character under the First Amendment Rights, U.S. Constitution. The significant number of reported thefts and financial loses to intellectual property, such as manuscripts and copyrighted works-of-arts are common objects of desires and small enough to smuggle out of the rental car lots by **EMPLOYEES** employed and ordered by the rental car companies to report all items of **"all"** customers as Lost & Found Articles for the safe return and courtesy pick-up by the customer at a future date. The Fair Credit Billing Act of 1974 has firmly established rules. Numerous valuable personal private confidential property items accidentally or coincidentally left behind by customers small enough to be illegally smuggled out of the rental car facilities have been stolen by **EMPLOYEES** cause substantial financial harm to the **PAYING** Customers. The question presented is ripe for this Court's review, and this case presents an ideal vehicle in which to resolve it.

A. The Statutes For Claims Of Theft Of Intellectual Property From Paying Customers At International Airports, Rental Car Companies, And Both Being TRANSPORTATION Industry Under 17 U.S.C. 507, Affects Millions Of Patrons Who Loses Billions Of Dollars Collectively.

Avis Budget Group trades on NASDAQ under the stock symbol CAR. The company has 77,346,138 of common stock outstanding as of, October 31, 2018. Based on findings in hearings held by Congress during the peak of the Great Depression they passed the Securities Act of 1933 and the Securities Exchange Act of 1934, which was designed to provide clear rules of honest dealings, U.S. Securities Exchange Commission (SEC). It is obvious that the Respondent intended to prevent **EMPLOYEE** theft against customers as their fiduciary duty to honor the SEC's rulings and authority demanding honest dealings from security exchanges, securities brokers and dealers, investment advisors, and mutual funds. Here the SEC is concerned with promoting the disclosure of important market-related information, maintaining fair dealing and protecting against fraud. And this is the reason why the SEC created Federal Laws to help govern the publicly traded companies, which includes the respondent. This Court's intervention is required to restore uniformity in the interpretation and application of Defamation, pursuant to the First Amendment Rights, U.S. Constitution.

B. The Question Presented Is Ripe For The Court's Review, And This Case Is An Ideal Vehicle For Resolving It.

> The Court will not benefit from further percolation of this issue in the lower courts. The proper standard for addressing Defamation of character under the 1st Amendment Rights, U.S. Constitution has now been discussed in the Courts of Appeals, since the beginning of the U.S. Constitution formation. The Fair Credit Billing Act of 1974 fully asserted that Abusive Billing is:

"Abusive act or practice is: Materially interferes with the ability of a consumer to understand a term or condition of a consumer financial product or service."

The Third Circuit has now reached a contrary conclusion, holding that **Defamation** in the commission of Abusive and Unfair Billing claims generally are not cognizable under the 1st Amendment Rights, U.S. Constitution, and may be time barred. The court below acknowledged that conflict *Price -v.- New Jersey Manufacturers Insurance* Company, 182 N.J. 519 (2005) (Pet. App. **Appx. 19**), as have a host of legal commentators, **See:** *Villalobos -v.- Fava*, 342 N.J. Super. 38, 50 (App. Div.) (Pet. App. **Appx. 24**); *Sears Mortgage Corp., -v.- Rose*, 134 N.J. 326, 347 (1993)(Pet. App. **Appx. 23**). And *Dodd-Frank-* Act (2010) "... (citation omitted) And the injury *(defamation & financial loss)* is not reasonably avoidable by consumers." (Pet. App. **Appx. 34**). This conflict is thus ripe for adjudication by this Court.

Furthermore, there is no realistic prospect of the conflict being resolved without this Court's intervention. The Third Circuit affirmed the District Court's decision and interpretation as litigated 3 times, when in fact the first complaint did not sue the respondent, but instead only went after the Respondent's **EMPLOYEES** in their individual capacities. The main reasoning and purpose for the 3 filings, was for the petitioner's In Pro Se, **DISCOVERY**, and the petitioner's ***See Something Say Something*** **responsibility, public vigilance, and civic duty** at

International Airport & TRANSPORTATION Vehicle Close-quarters worksite facilities, and the logical approach and reasoning that the Respondent never intended to hire thieves to work in their publicly traded company, and those **EMPLOYEES**/defendants sued first were NEVER Served a SUMMONS. The 2 other filings were NEVER Served a SUMMONS. And there were NEVER any SUMMONS Issued by any District Court.

And during the first filing (Case No.: 15-cv-0951) against the Respondent's **EMPLOYEES** in their **individual capacities**, the petitioner was being **LULLED** by the Respondent's **EMPLOYEES' Shills** inside of the respondent's HSRI automobile rental car insurance provider, Health Safety Risk, Inc.,. Numerous *Stare-Decisis* decisions in the State of California applies Civil Code of Procedure 335 and 335.1(b), pursuant to the 6th and 9th Amendments Rights, which is the rights of prisoners to the access to the courts to prevent **LULLING** OF STATUTES OF LIMITATION TOWARDS *COINCIDENTAL* DEFAULT OF PLEADINGS AND LITIGATIONS due to continuous imprisonment hardship sometimes known to be a COINCIDENCE in civil complaint default rates, unfair expense against court judicial economy, and unfair play against litigants, i.e., In Pro Se, Litigants, U.S. Constitution remedies of **TOLLING** & Accruing that the Third Circuit fails to apply as a substantial fundamental constitutional standard set by Stare Decisis Common Law Court's decisions. *Carlson -v.- Blatt (2001) 87 Cal. App.*

4th 646, 649-650. See: CCCP 335.1(b) recently amended; 335.1(b) recently extended to 15 years; and ***See****: 352.1(a).* (See: ***Insurance Company Disclosure:*** *Gould & Bowers -v.- Associated Int'l Ins., Co.,* (1999) 71 Cal. App. 4th 1260, 1263.)(***Interference***, i.e., *Intimidation: Bollinger -v.- National Fire Ins., Co.,* (1944) 25 C2d 399, 411.)

In *Denton -v.- Hernandez*, 504 U.S. 25 (1992) the Supreme Court asserted, *"..... However, in order to respect the congressional goal of assuring equality of consideration for all litigants, the initial assessment of the in forma pauperis plaintiff's factual allegations must be weighted in the plaintiff's favor. A factual frivolousness findings is appropriate when the facts alleged rise to the level of irrational or the wholly incredible."*. Whatever the Third Circuit's discretion should have been when MALICE would be theft in the commission of **Defamation**, or to commit theft as the means to the end, accordingly the question presented is ripe for adjudication by this Court. Declining to intervene will only lead to further confusion and inconsistent results in the lower courts. See: ***Judge-Made Judicially Created Law: "Delayed DISCOVERY Rule"***, (Jolly -v.- Eli Lilly & Co., (1988) 44 Cal.3d 1103, 1110.), where in this case #: 18-2782, the Defamation tort was COMBINED with the In Pro Se, Independent Investigation into the MALICE Of The Defamation **Re:** Defamed To Commit Theft Against The Petitioner, Or Rental Car Renter's Insurance Lost & Found, Claim HSRI

No.: **00851135-01**. (Pet. App. **Appx. 8**)

The DISCOVERED petitioner's inherited valuable wall vault security safe was found to be hidden for (3) three months, and during that time the petitioner's valuable wall vault security safe was attempted crowbarred on the Respondent's DFW location Avis rental car automobile distribution parking lot indoor area under a desk concealed from plain view, but too large to smuggle, steal, or transport covertly without being detected leaving the Respondent's property DFW International Airport facility **"AFTER"** the **Defamation TOLLED** Date of: **March 01, 2015**, elucidating the exhausted remedy of discovered evidence that the petitioner was a **PAYING** Avis/Budget/Payless **CUSTOMER** on official rental car patronage LOST & FOUND BUSINESS, In Pro Se, Independent-Investigation Business, **not** a Criminal Trespasser on the **Defamation** Date of, **March 01, 2015**, and that **"all" of the petitioner's smaller valuable personal private property and partial probate inheritance had been stolen by inside jobbers/EMPLOYEES working for and at the LIABLE Respondent's DFW location in Dallas/Ft. Worth-International Airport location, AVIS BUDGET RENTAL CAR COMPANY**.), also **See**: (Civil Code: 3531, **Equitable-Tolling**, where the In Pro Se, Prosecution of filing a lawsuit and/or pleadings, was impossible or virtually impossible.)/ equal to illegal premeditated unjustifiable (Badgering The Petitioner/Witness With Rouses To Continuous Imprisonment Hardships.)**(F.R.C.P., Rules: 33 & 34.)**

(**See**: DFW International Airport (DPS) Department Of

Public Safety Notice Of Criminal Trespass Violation Number: **15-0640**.)(Pet. App. **Appx. 10**) And, (Irving-Texas Police Identity Theft Incident Report Number: **15-7550**.)(Pet. App. **Appx. 10**)(**See also**: DFW-International Airport (DPS) Department Of Public Safety Incident Report Number: **15-0640**.) (Pet. App. Addendum **Appx. 41)**

The Question Presented Is Ripe For The Court's Review. And This Case Is An Ideal Vehicle For Resolving It.

In addition, this case is an ideal vehicle for resolving the questions presented. There is no preliminary or threshold issue that this Court would have to decide before reaching the questions presented. Nor is there any alternative ground for affirming the District Court's grant of summary judgment for Respondent, Avis Budget Group, Inc., if the Court reverses the decision below.

Furthermore, this case is a particularly good vehicle for addressing whether, as U.S. District Judge, Susan D. Wigenton, opined, **July 18, 2018**, that the petitioner already had 3 other tries to litigate this tort and received dismissal on the merits were implausible, and giving petitioner leave to amend complaint would not obtain better results under 28 U.S.C. 1331, which was an erroneous conclusion on interpretation at a time that SUMMONS was NEVER issued by any of the 3 Courts, and SUMMONS was NEVER served on any of the 3 filings intended by the petitioner to be his silent cry for help and *SEE*

SOMETHING SAY SOMETHING ***REPORTING*** OF **POST-09/11/01**-COVERT TERROR ACTIONS AT MORE THAN TWO INTERNATIONAL AIRPORTS TRANSPORTATION FACILITIES IN THE (USA) UNITED STATES OF AMERICA AND IT'S TERRITORIES.

Through the lower courts' errors the record here was not allowed to go to the discovery for proper pleadings In Pro Se discovery purposes, and in forma pauperis status was NEVER even granted to the petitioner, who has been living on non-taxable temporary disability assistance income, which infers that torts were NEVER prosecuted in pro se and SUMMONS was NEVER issued for any of the 3 tort litigations/*SEE SOMETHING SAY SOMETHING IN PRO SE,* ***REPORTINGS***/INDEPENDENT INVESTIGATION, and DISCOVERY Phase, that the petitioner asserts were filed "to save and toll statutes of limitations", "to In Pro Se, Independently Investigate", "to safe storage the pertinent material facts evidence discovered through In Pro Se, Independent Investigation that was relevant and logical material facts of names, dates, times, actions, specifics of evidence too numerous to be expected to be remembered to create a plausible pleading as the tort case grew older over time", and "to assert civic duty to *See Something Say Something* ***REPORT*** possible covert terror attacks **POST-09/11/01**-HORRIBLE DAYS that occurred on (**02/09/15**) at the Shreveport Regional Airport

Louisiana location of the Respondent, Avis Budget Rental Car, then bounced on (**02/14/15** -**03/01/15**) to the Dallas/Ft. Worth (DFW) International Airport Texas location of the Respondent, Avis Budget Rental Car, and then extended on (**09/12/15**) to the Baltimore/Washington (BWI) International Airport District Of Columbia location of the Respondent, (Payless)/Avis Budget Rental Car". **See: "**The Patriot Act's" guarantee of public vigilance and civic duty rights of citizens' and tourists to *See Something Say Something* ***REPORTING*** to all interested parties of the National Federal Jurisdictions Of Law Enforcement, Airport Passengers, Airport Employees, and Airport Merchants, i.e., Respondent, Avis Budget Group, Inc.,.

Such pertinent material evidence is not available in vehicle for addressing whether the EXTENDED rental car renter's automobile insurance fees charged to PAYING customers, covers the rental car renter for **"ALL"** of the days **PAID FOR**, and is it an Abusive Unfair Billing Practice to say that the rental car renter losses and damages that occurred, **February 4th-14th, 2015**, during the Days of the EXTENDED rental car renter's automobile insurance fees CHARGED, BILLED, **PAID FOR**, and **DEBITED** FROM THE RENTER'S/PETITIONER'S PERSONAL PRIVATE PROPERTY BANK CHECKING ACCOUNT FUNDS can support a claim of **Defamation** of character, especially in this HEREIN civil complaint, pursuant to the **PAID** contractual rental car agreement with **rental car renter's automobile**

insurance fees CHARGED to the petitioner for the Days He/(the petitioner) PAID FOR covering "ALL" of the Days from, November 27, 2014 -to- February 04, 2015, and debited **PAID** in-full on, **February 11, 2015,** or/and **February 12, 2015**.

Combine the afore mentioned, with the minimum Federal fair billing practices laws of **30 days of loss and found property time to claim lost items left in rental cars by the renter/petitioner**, which includes the accruing date of: **March 11, 2015**. And the date of **Defamation** Federal law cause of action, **March 01, 2015**, is contained within that **30 days** loss and found automobile renter's personal private property claim time: **(02/11/15 -to- 03/11/15)**, or (02/04/15 -to- 03/04/15) proves beyond a reasonable doubt that the PAYING customer/petitioner, **March 01, 2015**, was on official rental car PAYING Customer Lost & Found Business pursuant to the In Pro Se, Discovered Evidence, identified as In Pro Se, Petitioner's bank checking account debit transactions **02/11/15** & **02/12/15**, billing statement, identified as: ***Pet. App. Appx 5***. (F.R.C.P. 33 & 34.), which support a plausible claim under the First Amendment Rights, guaranteed by the United States of America Constitution. ***See***: Fair Credit Billing Act of 1974, **&** Dodd-Frank Act of 2010.

FURTHERMORE, the repeat offense or **second** Federal law cause of action occurred, AGAIN **on** or about, **September 12, 2015**, and AGAIN perpetrated by the Respondent's **EMPLOYEES** and involved grand theft, a new defamation, a new badgering the witness/petitioner, and new

substantial financial loss of personal private property against the petitioner, who **AGAIN** was a **PAYING** Customer. And this, **September 12, 2015**, Grand Theft Repeat Offense was an extension of the first, **February 12, 2015**, grand theft and, **March 01, 2015**, **Defamation** of the, **February 12, 2015, through, March 01, 2015,** Federal law cause of actions of **Defamation** with **Malice** to do grand theft against a **PAYING** Customer/(PETITIONER) causing substantial financial loss to the **PAYING Customer/(Petitioner)**, while this HEREIN civil tort for damages was being COINCIDENTALLY "LULLED" BY THE RESPONDENT'S AUTOMOBILE RENTER'S INSURANCE COMPANY, (HSRI) HEALTH SAFETY RISK, INC., **EMPLOYEES**. And, if Invasion of Privacy with **Terror INTENT** still exists today, then the statutes of limitations extends until today, and tomorrow as long as the Respondent's **EMPLOYEES** ARE Invading the PETITIONER'S Privacy with illegal technology Terror **INTENT** against the petitioners' 9th Amendment Rights, U.S. Constitution, also an issue identified in the previous multi-jurisdiction *See Something Say-Something **REPORTING**/Filing*.

CONCLUSION

This petition for writ of certiorari should be granted.

~~Dated: March 11, 2019~~
Dated: March 26, 2019

Respectfully submitted,

Jerome L. Grimes, B.A.,
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