

LORCAN T. KILROY

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Oct 28, 2019

Via U.S. Mail, (certified)

The Honorable Scott S. Harris
Clerk of the Court Supreme Court of the United States
1 First Street, NE
Washington, DC 20543-0001

Re. *In Re Lorcan Kilroy* No. 18-9663

Dear Mr. Harris,

I represent myself Pro Se in the above-captioned case. I write to request a 60-day extension of time to file, pursuant to Supreme Court Rule 30.4, within which I the petitioner may pay the docketing fee required by Rule 38(a) and to submit a petition in compliance with Rule 33.1 of the Rules of this Court.

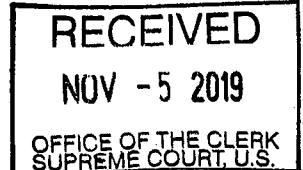
As I have filed a Petition For Extraordinary Writ and not the Petition For Certiorari specifically referenced in Rule 30.3, in lieu of motion I am corresponding to you the clerk as allowed by the specific letter of Rule 30.4, ("*motion to extend the time to file any document or paper other than those specified in paragraph 3* ".) Rule 30.3 does not mention petitions for extraordinary writ.

CIRCUMSTANCES WARRANTING EXTENSION

Upon the court's denial of my motion to proceed IFP and imposition of the Oct 28, 2019 deadline, on or about Oct 17, 2019 I was able to eventually secure a small, (but 75% APR), consumer credit loan to pay for formal booklet printing, (attached decl. Kilroy). (Please also weigh, if you deem appropriate, pending related but separate Ninth Circuit case no. 19-55357 in which I argue that Defendants have taken obstruction of justice actions previously in the midst of litigation leading up to this instant Petition 18-9663, including terminating my employment effective Feb 2016, and smearing me so I can no longer be employed, which has damaged me financially, damage which would impact normal credit rating and normal ability to borrow.)

On Oct 9, 2019, a printer (Lantagne Legal Printing), agreed to reformat, print, file, and serve the booklets in the instant petition No. 18-9663, for the comparatively low fee of \$1300, including filing fee, (EXHIBIT A).

On Oct. 22, 2019, six days before the Oct. 28, 2019 deadline to file, that printer then sent a PDF proof to me by email, (see their email and several pages of that Oct. 22, 2019 proof attached as EXHIBIT A), which to my eye did strangely not resemble at all



their usual Supreme Court formatting, (see several pages of example Lantagne Legal printing formatted Supreme Court petition as EXHIBIT B).

I also noticed the Oct 22, 2019 PDF proof also did not have the printer's company name on the lower center of the face/caption page as is their usual practice, (e.g. *see* usual practice EXHIBIT B). The space leading between lines in the PDF proof appeared to differ from the examples of other petitions uniformly formatted by Lantagne Legal Printing that I saw in the Supreme Court docket. There was no inclusion of any word count certificate required by Rule 33.1(h), proof of service, or mention of them, (decl. Kilroy). Changes had also been made to the order of paragraphs and a new header was inserted, which would have required a new round of proofing if I corrected this to mirror the already informally filed petition. I was alarmed because this is an expert printer with much experience in the Supreme Court. Given additional Rule 33.1 booklet margin and text field size rules I was unsure that the Oct 22, 2019 PDF proof was "reformatted" at all, as it seemed identical to the version I had given the printer, and identical what was already informally filed.

In anticipation of a foul, I withdrew the job order in and asked for a refund. The printer agreed to a refund but said he could only mail a check by U.S. Mail, (EXHIBIT C), although I had paid by Visa on the telephone as he had requested. He agreed by email to charge \$400 for the "reformatting" work he asserted he had done. I am awaiting that check's arrival in the mail to enable me to hopefully find and contract with a new booklet printer. As of signing I have received a notice from my local post office that a certified letter from Lantagne is awaiting my pickup, (decl. Kilroy).

For the foregoing reasons, I request that an extension of time to and including December 28, 2019, is granted within which I the Petitioner may pay the docketing fee required by Rule 38(a), and submit a petition in compliance with Rule 33.1 of the Rules of this Court. I have served this letter on all other parties as required by Rule 30-4/ Rule 29 and attach proof of service. I request the clerk's office, as described in rule 30 section 4, report any action responsive to this letter, to the court.

Very Truly Yours,



LORCAN T. KILROY

DECLARATION OF PETITIONER LORCAN KILROY

I Lorcan Kilroy declare as follows,

Attached hereto as EXHIBIT A are true and correct copies of email correspondence between myself and Tony Lantagne of Lantagne legal printing, followed by two pages of the proof that Mr. Lantagne emailed me, relevant to my petition in the instant case, on Oct 22, 2019. There was no inclusion in the PDF proof of any word count certificate required by Rule 33.1(h), proof of service, or mention of them.

Attached hereto as EXHIBIT B are true and correct copies of two pages of an example of Lantagne Legal Printing's formatted Supreme Court petitions that have been filed in the past, this particular example appearing in the Supreme Court's docket for case No. 18-468.

Attached hereto as EXHIBIT C are true and correct copies of email correspondence between myself and Lantagne legal printing, in which I shortly confirm, (at the very top of the first page), to Mr. Lantagne that his sending of a refund check by regular mail would be agreeable to me. As of this signing I have received a notice from my local post office that a certified letter from Lantagne is awaiting my pickup at the post office.

I declare under penalty of perjury, under the laws of the United States of America, that the foregoing is true and correct.

Executed on Oct. 28, 2019

By: 
LORCAN KILROY

**Additional material
from this filing is
available in the
Clerk's Office.**