

20-0998

No. 20-1003

(4:19-cv-01752-RBH)

ORIGINAL

IN THE

SUPREME COURT OF THE UNITED STATES

Supreme Court, U.S.
FILED

JAN 16 2021

OFFICE OF THE CLERK

Clara Lewis Brockington PETITIONER
(Your Name)

VS.

Ronald L. Hanner Jr, CEO — RESPONDENT(S)
Public Storage Corporate Office, et AL
ON PETITION FOR A WRIT OF CERTIORARI TO

United States Court of Appeals for Fourth Circuit
(NAME OF COURT THAT LAST RULED ON MERITS OF YOUR CASE)

PETITION FOR WRIT OF CERTIORARI

Clara Lewis Brockington
(Your Name)

Post Office Box 3232
(Address)

Florence, South Carolina 29502
(City, State, Zip Code)

843-616-1317
(Phone Number)

RECEIVED

JAN 22 2021

OFFICE OF THE CLERK
SUPREME COURT, U.S.

QUESTIONS PRESENTED

- 1/ Why did Danielle Jones, District Manager made a verbal contractual agreement with me to send her all of my payments, copy of contract and list of merchandise I had in storage and she would agree to return ALL of my belongings that were auction in ERROR and this did NOT HAPPEN?
- 2/ Why did Ronald L. Havner Jr., CEO did not follow up with me when I informed him that this auction error has caused me financial problems, stress, depression, anxiety, pain and suffering, etc., and could lead to legal action if not resolved within a certain time frame?
- 3/ Why wasn't any of these verbal statements made by Danielle Jones, District Manager, written in the contractual agreement, which is against the law to try to enforce now?
- 4/ According to the laws of South Carolina, if someone breach a contract (written or verbal), is that grounds for legal action to be filed?

LIST OF PARTIES

- ☒ All parties appear in the caption of the case on the cover page.
- ☐ All parties **do not** appear in the caption of the case on the cover page. A list of all parties to the proceeding in the court whose judgment is the subject of this petition is as follows:

RELATED CASES

TABLE OF CONTENTS

Motion for Leave to Proceed <i>in Forma Pauperis</i>	Page i
Affidavit or Declaration.....	Page ii
Questions Presented.....	Page iii
List of Parties.....	Page iv
Table of Contents.....	Page v
Table of Authorized Cited.....	Page vi
Statutes and Rules.....	Page vii
Opinions Below.....	Page 1-2
Citations and Opinions.....	Page 3
Basis of Jurisdiction.....	Page 3
Constitutional Provisions.....	Page 3
Statement of Case.....	Page 4 ⁶
Reasons for Granting.....	Page 8 ⁷
Conclusion.....	Page 9
Proof of Service.....	Page 10
Rental Contract.....	Exhibit 1
Letter dated July 16, 2018 (Danielle Jones, District Manager).....	Exhibit 2
Fax dated 7/17/18 (Ronald L. Havner Jr., CEO).....	Exhibit 3
Judge's ORDER on R & R.....	Exhibit 4
JUDGMENT (filed September 10, 2020).....	Exhibit 5
Report and Recommendation.....	Exhibit 6
Judge's ORDER For Rehearing (Filed October 19, 2020).....	Exhibit 7

TABLE OF AUTHORIZED CITED

CASES

Ready Link HealthCare v. Lewis, Brisbois, Bisgaard & Smith, LLP

Doe Corporation v. Roe Corporation

STM Wireless, Inc. v. Gilat

STATUTES AND RULES

Cahill et al. v. Nike, Inc.

OTHER

The United States Constitution Amendment I – Freedom of expression and religion

The United States Constitution Amendment V – Rights of Persons

The United States Constitution Amendment XIV – Rights Guaranteed; Equal Protection

VII

IN THE
SUPREME COURT OF THE UNITED STATES
PETITION FOR WRIT OF CERTIORARI

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

OPINIONS BELOW

☐ For cases from **federal courts**:

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

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

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

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

☐ For cases from **state courts**:

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

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

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

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

JURISDICTION

☐ For cases from **federal courts**:

The date on which the United States Court of Appeals decided my case was Filed 10/19/2020.

☐ No petition for rehearing was timely filed in my case.

☒ A timely petition for rehearing was denied by the United States Court of Appeals on the following date: 10/19/2020, and a copy of the order denying rehearing appears at Appendix _____.

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

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

☐ For cases from **state courts**:

The date on which the highest state court decided my case was _____.
A copy of that decision appears at Appendix _____.

☐ A timely petition for rehearing was thereafter denied on the following date: _____, and a copy of the order denying rehearing appears at Appendix _____.

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

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

CITATIONS OF OPINIONS

SOUTH CAROLINA HUMAN AFFAIRS COMMISSION

EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

CONSTITUTIONAL PROVISIONS AND STATUTES

According to the Constitution of the United States, my rights were violated when I was not able to speak freely that my belongings in the storage I paid for were auctioned off in error. Also, the Fifth Amendment of the United States Congress states that I have rights as a person or citizen and they were broken when Ms. Jones the Senior Manager refused to follow the rules of the contract. Also, the United States Constitution Amendment XIV states that my Rights are to be guaranteed and equally protected. Ms. Jones stated that she mailed me letters concerning removing my locks on several occasions; also Ms. Jones stated that she wrote me a letter stating that my belongings in storage were auction off and I could get any personal belongings that were in the storage. I have called Ms. Jones and gone to Public Storage of Florence on numerous occasions and I do NOT have any belongings from my storage that were promised to me by Ms. Jones. The contractual agreement has been broken and I want to recover for all of my belongings effective immediately or supplement payment in cash, check, etc.

STATEMENT OF THE BASIS FOR JURISDICTION

The Judgement of the United States District Court denied ORDER was filed October 9, 2019 and appealed to the United States Court of Appeals for rehearing. The United States Court of Appeals denied appeal and ORDER was filed on October 19, 2020. Pro Se Plaintiff is now before the Supreme Court as an Indigent Petitioner (with no law degree or legal representation) requesting that the COURT approve case when making final judgement. Please note for the record that Pro Se Plaintiff is only requesting what I have lost and hope the COURT grant me finances so that I can replenish those losses since 2019. Please consider that I lost my spouse to death during the beginning of the Pandemic and grieving and trying to settle case. Thanks in advance to the COURT and voting this case in the favor of Pro Se Plaintiff.

STATEMENT OF THE CASE

FACTUAL BACKGROUND

Pro Se Plaintiff was referred to Public Storage of Florence on Cashua Drive to get a storage unit for personal belongings, around July 5, 2017. I did not meet with Ms. Jones until she called me to let me know that she auctioned off all of personal belongings before sending me information to come and remove my belongings. I never receive any documents from Public Storage concerning needing this unit, etc.

I paid my unit on a monthly basis. I had no problems with anyone there in the office or anyone in any office at Public Storage of Florence. I had professional conversations with all of the staff in Florence, South Carolina. I have attached a copy of the agreement/contract that I signed with Public Storage and never broke or not followed any of the agreement. I never received a warning, a phone call from Public Storage or had any negative problems with any of Public Storage staff. I had professional conversation with Ms. Shelia, Property Manager because she asked my assistance on helping her gain employment at the Judicial Court where I am employed. On a monthly basis, I followed up with her on her application process with the Judicial Court. We had a privacy connection, so I would assume that Ms. Shelia had nothing to do with this auction of my personal property.

I am aware and factual knowledge that Public Storage is NOT to be TRUSTED as a professional business/company because their employees/staff have been known to steal furniture, etc., out of the customers' storage. I will be glad to testify this fact in COURT.

1/Why did Danielle Jones the District Manager made a verbal contractual agreement with me to provide me with a list of all the personal property that she auctioned off return or refund all of my belongings? According to the knowledge that I have from a former employee, Danielle Jones is located in Columbia, South Carolina and she does not know what is going on professionally in the Florence Public Storage. I was informed that when monies appear to be missing and cannot be recovered, Danielle goes to all of the Public Storage buildings that she supervises and auction for sale customers' furniture. I have factual knowledge that she has

done this on numerous occasions. Pro Se Plaintiff is requesting all of my personal belongings that were in that storage of a financial refund effective immediately.

2/Why did Ronald L. Havner Jr., CEO refuse to follow up with me as a unsatisfied customer, which is a part of his job, when I informed him that this auction by Danielle has caused me financial problems, stress, depression, anxiety, pain and suffering. I have been in counseling, on medication for stress, depression and anxiety and in depth with family and friends due to financial problems (from the auction of my belongings). After I requested information through the Freedom of Information Act that they refuse to honor, I decided to continue with legal action.

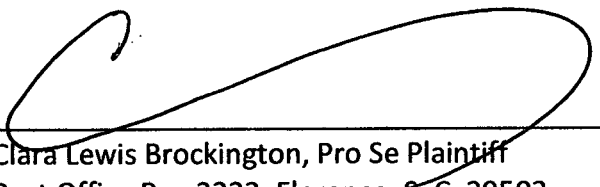
3/Why weren't any of these verbal statements made by Danielle Jones, District Manager, written in the contractual agreement, which is against the law to try and enforce now? Danielle knew that she gave me misleading information about the contractual agreement, personal belongings, and the laws of South Carolina concerning rental property and refusing to work with the customer to satisfy the customer, to avoid legal action being taken against the company. Danielle was aware that she did not follow the contractual agreement and told me any misleading information about getting my belongings back to avoid getting terminated or to stop me from filing legal action against her, the CEO, her supervisor and the company.

4/According to the laws of South Carolina, if someone breach a contract (written or verbal), that is grounds for legal action to be filed. A breach of a contract is defined as a violation of any of the agreed-upon terms and conditions of a binding contract. The breach could be anything such as a failure to deliver a promised asset, a service, etc. A contract is binding and will hold weight if taken to court. This is a successful case or claim of breach of contract because I have proof and witnesses that the breach of contract occurred. Also, I have proof because the Freedom of Information Act was violated by Public Storage Corporation and staff when they refused to honor the Freedom of Information Act (FOIA), which is a legal and imperative document that was treated just like they treated me as a customer. I had important documents, bedroom furniture, living room furniture, kitchen furniture, washer and dryer, televisions, stereo system, dishes, pots, spoons, plates settings, clothing, curtains, spreads,

beddings, kitchen towels, bath towels, computer, printer, pictures, frames, den set, tables, lamps, computer table, hanging frames, wall frames, table and chairs set, purses, clothing, shoes, and numerous other business and personal items that I am requesting to be paid in FULL, effective immediately.

I trust that the COURT will understand and consider that I have lost everything due to a contractual agreement has been broken by Public Storage of Florence, et al. Also, I am dealing with lots of issues at this time due to this broken agreement, which is causing stress, depression, anxiety, pain and suffering along with the grief I am trying to endure. I have been on medication for all of these causes and don't know when I will improve due to loss of finances, loss of spouse, broken contract, lying staff and employees, etc.

In your conclusion, Pro Se Plaintiff is requesting at this time that the COURT grant this MOTION or REQUEST effective immediately in favor of Pro Se Plaintiff. I would like to move forward with my life, even though I will have to start my life all over again. Thanks in advance!



Clara Lewis Brockington, Pro Se Plaintiff
Post Office Box 3232, Florence, S. C. 29502

January 8, 2021

Florence, South Carolina

REASONS FOR GRANTING THE WRIT

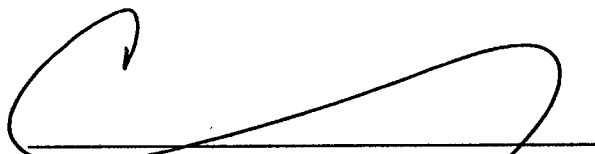
Pro Se Plaintiff is requesting compensation that is due from the falsifying the binding and legal contract that was established at the date of both persons signing that we will uphold our binding agreement throughout the terms of the contract. However, Public Storage of Florence, et al, and all staff and employees involved that had any dealings with Pro Se Plaintiff breached the contract when they knowingly and willing agree to the wrongdoings done by Danielle Jones and refused to stop her from not carrying out their agreement of the binding contract. (Ready Link HealthCare v. Lewis, Brisbois, Bisgaard & Smith, LLP)

Pro Se Plaintiff attempting to resolve the breach of contract with Mr. Ronald L. Havner Jr., CEO of the Public Storage Corporate Office and he refused to resolve the matter, even when the FOIA was faxed to him. Mr. Havner was aware of the emotional distress, pain and suffering and grieving of a spouse that Pro Se Plaintiff was facing; however, Mr. Havner had no plans of trying to find out what was going on as a PROFESSIONAL CEO, so he ignored what had happened and never made contact. This was a form of breach of contract as well as a form of discrimination. (Doe Corporation v. Roe Corporation)

Pro Se Plaintiff continued to make contact with Public Storage of Florence on what steps to take to retrieve all of my belongings, important papers, etc. However, all staff had been informed by this time NOT to accept any calls from Pro Se Plaintiff. After speaking with several paralegals and other legal team, Pro Se Plaintiff was informed to proceed with legal action since I had given them more chances to work with me to get this matter resolved. As I stated earlier, Pro Se Plaintiff have knowledge that numerous customers have had their contracts violated and breached due to the staff and employees go to all storages and STEAL what they want and the customer have no way to prove that their merchandise was taken by these INSIDERS. I have the knowledge, witnesses, etc., to show brief of contract, thief, discrimination, etc., has been done by Public Storage of Florence, et al. (STM Wireless, Inc. v. Gilat) My contract is null and void due to unprofessionalism, thief, breach of contract, lying, cheating, stealing and refusing to replace customer's belonging and Pro Se Plaintiff is requesting compensation to alleviate having to cause continued hardship. Pro Se Plaintiff has been discriminated against as well due to my age, color, race, sex, protected class of people, etc. (Cahill et al, v. Nike, Inc.)

CONCLUSION

According to the United States Constitution, Amendment I, Pro Se Plaintiff was violated by the Defendants because Pro Se Plaintiff was not allowed to express my freedom and speech and talk to anyone at Public Storage of Florence, et al. Also, according to Amendment V, Pro Se Plaintiff rights were violated by Public Storage of Florence, et al., when the contract was violated and my freedom of speech was violated as well as my treatment done by Defendants and refusing to professionally honor the Freedom of Information Act. The United States Constitution Amendment XIV was violated by the Defendants when my rights were not guaranteed; I was not treated fairly and was not protected equally as a citizen of the United States. Please consider all of these violations, wrongdoings and breach of contract and grant this MOTION in favor of the Pro Se Plaintiff. May GOD bless all of you for doing the right thing in this critical time of the Coronavirus-19. Thanks in advance!



Clara Lewis Brockington, Pro Se Plaintiff
P. O. Box 3232, Florence, S. C. 29502

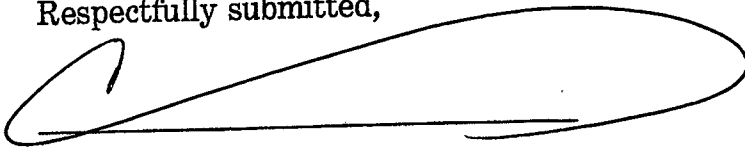
January 8, 2021

Florence, South Carolina

CONCLUSION

The petition for a writ of certiorari should be granted.

Respectfully submitted,

A large, stylized handwritten signature in black ink, consisting of a long horizontal stroke with a large loop at the end and a small vertical stroke at the beginning.

Date: January 8, 2021