

20-7841

No. \_\_\_\_\_

ORIGINAL

IN THE  
SUPREME COURT OF THE UNITED STATES

FILED  
APR 19 2021  
OFFICE OF THE CLERK  
SUPREME COURT, U.S.

Sylvia J. Manor - PETITIONER  
(Your Name)

United of Omaha vs.  
Life Insurance Company RESPONDENT(S)

ON PETITION FOR A WRIT OF CERTIORARI TO

United States Court of Appeals For The Ninth Circuit  
(NAME OF COURT THAT LAST RULED ON MERITS OF YOUR CASE)

PETITION FOR WRIT OF CERTIORARI

Sylvia J. Manor  
(Your Name)

P.O. Box 609

(Address)

Hopland, CA 95449  
(City, State, Zip Code)

(707) 744-1367

(Phone Number)

## **QUESTION(S) PRESENTED**

The Defendant, (Respondent), life insurance company maintains that they are free to choose a Date Of Accrual which is in flagrant violation of the contract.

The Plaintiff, (Petitioner), however, asserts that the terms and conditions of the legally-binding contract dictate the Date Of Accrual.

The Question that I wish this Court to decide is :

What is the proper and legal Date Of Accrual in this case ?

## **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**

No Related Cases

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## TABLE OF AUTHORITIES CITED

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none

## STATUTES AND RULES

California Code Of  
Civil Procedure,  
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# Four - Year Statute of Limitations For Breach of a Written Contract

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**OTHER**

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 A 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 is unpublished.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 B 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 is unpublished.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 October 29, 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: January 29, 2021, and a copy of the order denying rehearing appears at Appendix F \*

[ ] 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).

\* See Appendix E

The 9<sup>th</sup> Circuit Court of Appeals  
ORDERED that December 15<sup>th</sup> 2020 be the  
Deadline For Filing Petition For Rehearing

[ ] 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).

**CONSTITUTIONAL AND STATUTORY PROVISIONS INVOLVED**

No Constitutional  
Provisions Involved

## STATEMENT OF THE CASE

In April 1998, the Plaintiff, (Petitioner), Sylvia J. Manor, purchased from the Defendant, (Respondent), United of Omaha Life Insurance Company, a life insurance policy insuring the life of Plaintiff's husband.

The policy contract clearly stated that the life insurance policy would remain in force so long as the policyholder timely paid all premiums due. The plaintiff policyholder upheld her duties under the terms of the legally-binding contract. The plaintiff policyholder never failed to timely pay any premiums due.

The problem arose in January 2012. In January 2012, Plaintiff policyholder timely paid her premium due. The Defendant, (Respondent), received the premium, cashed the check, and kept the money.

The Defendant insurance company then sent a letter to the plaintiff policyholder stating that her policy had been cancelled due to nonpayment of premium.

The Plaintiff Policyholder responded immediately.

The Plaintiff policyholder made many phone calls to the Defendant insurance company.

The Plaintiff policyholder spent many months trying to get the Defendant to correct its mistake. The numerous phone calls and letters from the Plaintiff policyholder to the Defendant had no effect on the Defendant's unyielding position.

The Defendant continued to state :

“ Policy cancelled due to nonpayment of premiums. ”

The Defendant insurance company prevented Plaintiff policyholder from performing her obligations under the contract. According to the legally-binding insurance contract signed by both parties in 1998, the policyholder had only one obligation to perform in order to keep the policy in force. That obligation was the timely payment of all premiums due. Each time that Plaintiff policyholder would try to pay her premiums, Defendant would send her check back to her along with the statement :

“ Policy cancelled due to nonpayment of premium ”

Through no fault of her own, Plaintiff policyholder was prevented by Defendant from continuing to perform her duties under the contract.

According to the terms and conditions of the legally-binding insurance contract, the policy will remain in force until .....

The policyholder fails to timely pay premiums due

OR

The death of the insured

The policyholder did not fail to timely pay premiums due.

In this case, it was the death of the insured in October 2015 which terminated the policy. In October 2015, the insured died. Shortly thereafter, the Plaintiff policyholder filed a claim for death benefits.

The Defendant insurance company denied the claim stating :

“ Policy cancelled due to nonpayment of premiums. ”

In March 2019, the Plaintiff policyholder filed an unlimited civil action against United Of Omaha Life Insurance Company in the Superior Court of California in and for the County of Mendocino. In this civil action, Plaintiff policyholder alleged Breach of Contract, Bad Faith, four tort causes of action, and a request for punitive damages. Thirty days later, the Defendant insurance company removed the case to Federal court.

The case was heard in the United States District Court, Northern District of California, San Francisco Division. The District Court dismissed the Plaintiff policyholder's case. The District Court said that Plaintiff's case was barred by the statute of limitations for breach of a written contract, which is four years, California Code of Civil Procedure, Section 337 (a).

The Plaintiff policyholder then appealed to the United States Court of Appeals For The Ninth Circuit.

The 9th Circuit denied Plaintiff's appeal stating that Plaintiff's case was barred by the statute of limitations for breach of a written contract which is four years, California Code of Civil Procedure, Section 337 (a).

The aforementioned summary of the case brings us to this current Petition for Writ of Certiorari. I am asking this U.S. Supreme Court to grant my request for Writ of Certiorari because the two lower Courts erred. Neither the U.S. District Court nor the 9th Circuit Court addressed the essential issue of the Date Of Accrual. Both of these Courts simply dismissed my two contract causes of action by stating :

" The statute of limitations for breach  
of a written contract is four years,  
California Code of Civil Procedure, Section 337 (a). "

The California Code of Civil Procedure, Section 337 (a) is not in dispute. I agree that there is a four-year statute of limitations for breach of a written contract. I have made my position on this point perfectly clear to the Courts in all of my court filings. Both the District Court and the 9th Circuit Court agree that CCP 337 (a) imposes a four-year statute of limitations. Both the Plaintiff and the Defendant agree with the four-year limitation of CCP 337 (a).

The Courts and the parties in this case are all in perfect agreement on this point. The point of disagreement arises in the Date of Accrual.

I asked both of the lower Courts to examine and acknowledge my Date of Accrual.

The Date of Accrual which I put forth in this case, is the only date which complies with the legally-binding contract signed by both parties.

According to the legally-binding insurance contract signed by both policyholder and insurer, the October 2015 death of the insured is the only date of accrual which is contractually and legally applicable.

This Date of Accrual and the supporting documentation which I presented to the Courts clearly demonstrate that my two contract causes of action complied with the four-year statute of limitation of CCP 337 (a).

If this Court should grant my request for Writ of Certiorari, then you will have all of the court records from the two lower Courts.

I respectfully request that you please read all of my court filings which clearly prove that my contract causes of action were timely filed.

## REASONS FOR GRANTING THE PETITION

I respectfully request that this Court grant my request for Writ of Certiorari not just for my own personal benefit, but for the benefit of other policyholders who are similarly situated.

The decisions made by the lower Courts in this case have given all life insurance companies an illegal, unethical, and immoral strategy which they can continue to use to evade the payment of benefits which they are contractually obligated to pay.

The strategy used by this defendant life insurance company is really quite simple. It is the simplicity of this scheme which makes it so easy for the insurance company to perpetrate.

First, the life insurance company enters into a legally-binding contract with the policyholder. The contract unequivocally states that the policy can only be terminated by the policyholder's failure to pay premiums due.

Next, the life insurance company spends decades collecting hundreds of thousands of dollars in premiums from the policyholder.

Then the insurance company targets insureds who suffer heart attacks, cancer, or other life-threatening conditions.

Shortly after the insured is released from the hospital, the life insurance company faces two options. In this case, The Defendant, United of Omaha, faced the 2 options :

OPTION ONE --

They could wait for the insured to die soon and pay his widow the 2 million-dollar death benefit.

OR

OPTION TWO --

They could maximize their profits by simply "Writing A Letter" to relieve themselves of their contractual obligation to pay the impending claim.

United of Omaha chose option #2. United of Omaha now admits that this letter was based upon the "mistaken belief" that premiums were unpaid.

If this Court should uphold United of Omaha's "right" to amend the legally-binding contract by using the "write-a-letter" scheme, then **ALL** insurance companies will disregard their contractual obligations and simply "write-a-letter" when faced with unprofitable situations.

## **CONCLUSION**

The petition for a writ of certiorari should be granted.

Respectfully submitted, Sylvia J. Manor

A handwritten signature in black ink, appearing to read "Sylvia J. Manor". The signature is fluid and cursive, with "Sylvia" and "J." being more stylized and "Manor" being more legible.

Date: April 19, 2021