

**Mail body:**

May 24, 2024

SUPREME COURT OF THE UNITED STATES  
1 FIRST ST., NE  
WASHINGTON, DC 20543-0001

CASE# 23-6726

CERTIFICATE OF STATEMENT

REHEARING PETITION FOR WRIT OF CERTIORARI

On this 24th Day May 2024 Petitioner, Brenda Dawson Battle now enters Certificated of Statements for Rehearing Petition Writ of Certiorari to the Supreme Court. At this time Petitioner present no New Evidence.

Initially Dated and Filed 22nd December, 2023 in the Supreme Court  
Therefore, Petitioner, who is Disable resubmit initial Rental Renewal Lease. Implicating Evidence to support truths  
Respondents did so Discriminated against Disability. The Respondents Racially Motivated  
Denied Refusal to Renew Lease and forcefully evicted Petitioner from her home and renewal of lease.  
Petitioner is still medically in Remission treatment for Osteoporosis and Rheumatoid Arthritis.

On 24th, May 2024 resubmit copies; Renewal of Petitioner's Lease B FORM #253,  
Brother Retired CW4 William Chatman Jr. AFFIDAVIT D U.S. Military Fort Bragg Notary and Signed by  
Retired CW4 William Chatman Jr Supporting Evidence Document D to pay \$300.00 To Intermark  
Management Evergreen Villas and Petitioner Disability FORM D Social Security SSI Supplemental Security  
Income.

Due to time constraints this 24th Day May 2024 Petitioner understands the Supreme Court has given 15 days  
to answer Rule #44 Rehearing of Case #23-6726 will be in violation of Supreme Court Rules.

 24 May 2024

Brenda Dawson Battle  
1601 Assembly St., #2181  
Columbia, South Carolina 29202

**OTHER INCOME:**

Note: Applicants must complete this section in order to determine qualification for residency within the Federal LIHTC / Tax Exempt Bond Program. Although this information is voluntary under the Federal Fair Housing Act, failure to provide such information may result in non-qualification for residency for any rental unit in these Affordable Housing Programs. Please consult the leasing personnel for a complete list of other income. List below from all members of the household all income derived from all sources and who receives the income.

**NOTE: List all sources of income from all members of the household NOT previously listed above.**

Type	Amount Per Month	Received By	Organization and Phone #
Welfare (TANF / AFDC / F.I.)	\$ _____	_____	_____
Alimony/Child Support	\$ _____	_____	_____
Disability Income/Workers Compensation	\$ _____	_____	_____
Pension/Retirement	\$ 815.00	\$5	803-778-6379
Social Security	\$ _____	_____	_____
SSI Benefits	\$ _____	_____	_____
Unemployment Benefits	\$ 300.00	_____	U.S. ARMY
Income from Parents/Family	\$ _____	_____	_____
Veterans Benefits Claim II	\$ _____	_____	_____
Dividends (stocks, bonds, etc.)	\$ _____	_____	_____
Other:	\$ _____	_____	_____

Do you anticipate any changes in household income in the next 12 months?

YES  NO

If YES, explain:

**IV. ASSET INFORMATION**

**ASSETS:** Assets Include: Cash (wherever held), trust corpus, equity in real estate or capital investment, notes receivable, stocks, bonds, money market accounts, IRAs, retirement and pension funds, and luxury personal property (jewels, art, coin collections, antique non-daily use items, etc.) Assets Do Not Include: Necessary personal property such as clothing, furniture, daily-use autos, tools, dishes, etc. Also excluded is any special equipment for use by the handicapped, cash value of life insurance policies, and assets of a business.

List below any assets held by any member of the applicant household.

**CHECKING ACCOUNT** Name of Bank WELL FARGO

Balance \$ 1800.00 Interest Rate %

**CHECKING ACC CANT** Name of Bank BANK OF AMERICA

Balance \$ 104.66 Interest Rate %

**PRE-PAID DEBIT CARD** Name of Bank / Issuer \_\_\_\_\_

Balance \$ \_\_\_\_\_

**CERTIFICATE OF DEPOSIT** Name of Bank \_\_\_\_\_

Balance \$ \_\_\_\_\_ Interest Rate %

**IRA / 401 (K) ACCT** Name of Bank / Fund \_\_\_\_\_

Balance \$ \_\_\_\_\_ Interest Rate %

**TRUST ACCOUNT(S) OR SAVINGS BOND(S)** Name of Bank / Fund \_\_\_\_\_

Balance \$ \_\_\_\_\_ Interest Rate %

Maturity Date \_\_\_\_\_

Value \$ \_\_\_\_\_

**INSURANCE POLICY (WHOLE/UNIVERSAL/VARIABLE)**

Name of Provider / Fund \_\_\_\_\_

Cash value \$ \_\_\_\_\_

**OTHER:** \_\_\_\_\_

**WHAT ARE THE ANTICIPATED EARNINGS ON ALL HOUSEHOLD ASSETS FOR THE NEXT YEAR?**

\$ \_\_\_\_\_

1. Do you own any antiques or collectibles etc.?  YES  NO If yes, please list \_\_\_\_\_

2. Other Assets (Lump Sum Payments)  YES  NO If yes, please list \_\_\_\_\_

3. Do you own any property?  YES  NO If YES, list the type of property \_\_\_\_\_

4. Is there rental income from the above property?  YES  NO If YES, amount per month \$ \_\_\_\_\_

5. Have you disposed of any assets for less than Fair Market Value during the two preceding years?  YES  NO

If YES, please list \_\_\_\_\_

I certify that all information in this application is true and correct to the best of my knowledge and I understand that false statements or information are punishable by law and will lead to termination of tenancy. I have read and understand all statements contained within this entire re-certification application.

Brenda Brown Battle 09/27/2021  
Applicant Signature / Date

Co-Applicant Signature / Date

20

D

## AFFIDAVIT

**PREAMBLE:** This is a military affidavit prepared pursuant to Title 10, United States Code, Section 1044b, and executed by a person authorized to receive legal assistance from the military service. Federal law exempts this affidavit from any requirement of form, substance, formality, or recording that is prescribed for affidavits by the laws of a state, the District of Columbia, or a territory, commonwealth, or possession of the United States. Federal law specifies that this affidavit shall be given the same legal effect as a affidavit prepared and executed in accordance with the laws of the jurisdiction where it is presented.

KNOW ALL PERSONS BY THESE PRESENTS:

1 William Chatman, Jr., being first duly sworn, says that,

I will provide to my sister ms. BRENDA DAWSON BATTLE, \$300.00 DOLLARS monthly to assist with her RENTAL PAYMENTS. This \$300.00 DOLLARS RENTAL ASSISTANCE will extend to her for 12 months.

IN WITNESS WHEREOF, I sign, seal, declare, publish, make and constitute this as and for my affidavit in the presence of the Notary Public witnessing it at my request this date,  
17 APR 2021

Today's Date

William Chalaskey  
Signature of Declarant

Signature of Declarant

William Chatman, Jr.  
Print Name

WITH THE UNITED STATES ARMED FORCES  
AT FORT BRAGG, NORTH CAROLINA

Subscribed, sworn to and acknowledged before me by the above-named declarant, who is known to me to be eligible for Legal Assistance under provisions of 10 USC section 1044a or regulations of the Department of Defense. This acknowledgement is executed in my official capacity under the authority granted by Title 10, United States Code, Section 1044a, which also states that no seal is required on this acknowledgement.

**PARALEGAL SPECIALIST  
PURSUANT TO 10 USC 1044a**





SOCIAL SECURITY  
240 BULTMAN DR  
SUMTER SC 29150

Social Security Administration  
**Supplemental Security Income**  
Notice of Change in Payment

## Form D Support Letter

Date: November 29, 2020  
BNC#: 20S1856F68940 DI

# 000013005 I=000000 1122 4 COL  
129971 AB 0.416  
595 20S1856F68940  
BRENDA DAWSON BATTLE  
101 N WISE DR  
APT 302  
SUMTER SC 29150-2755

We plan to increase your monthly Supplemental Security Income (SSI) payment from \$292.00 to \$297.00 beginning January 2021. The amount will change because the cost of living increased during the past year. You will continue to get the new amount each month unless there is a change in the information we use to figure your payment.

The rest of this letter explains more about your SSI payments. It also tells you how to find affordable health care.

We explain how we figured the monthly payment amount on the worksheet(s) at the end of this letter. The explanation shows how your income, other than any SSI payments, affects your SSI payment. We include explanations only for months where payment amounts change.

### When You Will Receive Your Payments

Your bank or other financial institution will receive your monthly payment of \$297.00 around January 1, 2021, and on the first of each month after that.

### Information Used In Making The Decision

Our records show that the following income used to figure your payment has also changed—

Your increased Social Security benefits--before any deductions for Medicare premiums--of \$517.00. You should receive the increased Social Security benefit about January 3, 2021. We must count the increase in your benefits for January 2021 even though we are counting your other income for November 2020.

See Next Page

SSA-L8151

**Mail body: SUPREME COURT OF THE...**

SUPREME COURT OF THE UNITED STATES  
1 First ST NE  
Washington, DC 20543-0001

May 7, 2024

In the Legal Matter of Case #23-6726,  
Brenda Dawson Battle  
v.  
Judge Currie, Judge Gossett, Attorney Creel, Judge Griffin, Judge Curtis,  
Jimmy Lowery, Mark Stuckey, Ashley Ackerman, Jennifer Kennedy, Donna  
Lamer

On the April 15, 2024 the Supreme Court rulings for Petition for Writ of Certiorari was denied. This 7th day of May 2024 Brenda Dawson Battle come now to Petition the Supreme Court for a Rehearing Writ of Certiorari.

The finding of the Petitioner, Brenda Dawson Battle States, Lack of injustice was served by the Supreme Court, denying Writ of Certiorari truthfully clear and supporting evidence against the Respondents precisely to bring forth Justice in the Petitioner Lawsuit Settlement Discrimination Case against the Respondents. Not only did the Supreme Court show forth a poor judgement and denied Petitioner Writ of Certiorari to which Petitioner by Faith believes the Lawsuit Settlement Discrimination Case is to be heard and Settle in a Court Room before a Judge and Jury.

Petitioner by Faith believes the supporting evidence against the Respondents will show why and how the Respondents Racially Motivated their discrimination actions against Petitioner Disability, Petitioner Illegal Evictions NO LIABLE PROOF from Respondents, and the Respondents Discriminating refusal to Renew Rent to Petitioner.

**A BRIEF ANALYSIS THE DEFENDANTS RACIAL MOTIVATION OF DISCRIMINATION AGAINST MY DISABILITY AND ILLEGAL EVICTION AND REFUSAL TO RENEW RENTAL LEASE.**

The unethical Attorney under oath lied to his client withheld a illegal document. A thorough investigation for Misconduct is warrant for the closing of my Discrimination Lawsuit Settlement case against these Two Federal Judges one claimed in from reviewing Petitioner's statement there was no proof of Disability Remission and what Discrimination claims against Defendants. Petitioner proof included in initial filing. Petitioner gave claims to Clerk for a second time and these two judges closed my case after she received claims and forward No mail correspondence, Electronic emails, phone messages. Two judges One ordered to pay rent to courts Middle of Month Judge first eviction dismissed for a greater Lack in Judgement no liable Proof to show but evicted me a second and third while rent paid to courts NO LIABLE PROOF. Second Judge: Petitioner stated rent secure.

The Judge's reply tell him. Nevertheless their Final Judgment Affirmed and Illegal evicted from my home. Both judges warranted my testimony as creditable against the Defendants NO RENT BACK RENT LATE RENT. How do the justice weight scales one affirm and two illegally evict while rent is paid to courts where is the Laws of Justice in judges governing Statutes of Limitations upon testifying truth against the Defendants in a court of rightful legal Laws with a Not so Rightful judge who turn a death ear to uphold all Truthful Laws.

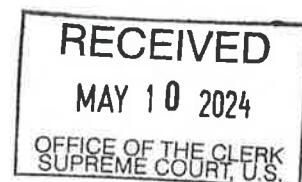
The Judges did not fully Balance the Scales of Justice court room legal procedures. To hear truth know truth yet be unjustly. Petitioner eviction case was justified by other judges who heard my testimony and deem me not creditable witness in my own defense against Intermark Management Evergreen Villas repeating illegal evictions without substantiated proof alleging claims that they had no liable and showable proof and the proof Intermark Management Evergreen Villas and Judges bid refusing to allow Petitioner and Attorney or would not allow for me to witness was the illegal affidavit to where my legal signature was never written and because of the nature of my Discrimination lawsuit settlement case against the defendants is Factor: Ms. Kennedy stated to me she was going to write off my SSI as a Medical Expense, meaning my rent would not increase. My belief HUD, Intermark Management Evergreen Villas by knowledge from Sumter Housing Authority knew I received my back pay from Social Security the amount of money and they refuse not to agree to keep my rent at \$31.00. Therefore, Increase my rent after Ms. Kennedy agreed to write off my SSI as a Medical Expense. The Magistrate Judge courtroom where laws are governed by a Law Abider was neglectful in presenting his preponderance of inadmissible evidence from HUD Sumter Housing Authority to which bare NO direct involvement by my Eviction Case NO RENT BACK RENT LATE RENT. However is involved in passing HUD Sumter Housing Authority illegal Affidavit to the Intermark Management Evergreen Villas and to Magistrate and Common Pleas and their Attorney. The Illegal Affidavit used by the Defendants and Judges to Illegally evicted me from my home. The Judge's legal fact finding not Truth finding procedures hearing truth knowing truth is without further question is injustice to Petitioner law rights.

CC: Request Rehearing Petition for Writ of Certiorari.

This 7th day of May, 2024



Brenda Dawson Battle  
1601 Assembly St, 2181  
Columbia, South Carolina  
29202



CASE# 23-6726

7 DAY OF MAY 2024

(2.)

QUESTION(S) PRESENTED ARE LEGALLY WARRANT

WHY DID ATTORNEY PHILIP CREEL LIED STATED HE NEVER RECEIVED MOTION TO LESSEN RENT FROM JUDGE BRYAN GRIFFIN RULING 03/29/2021? AND WHY DID CLERK OF COURT KAREN STATE ATTORNEY CREEL LIED TO ME THAT HE DID SO RECEIVED THE MOTION TO LESSEN RENT SHE EMAILED ATTORNEY CREEL THE DATE OF BOND HEARING?

WHY DID JUDGE BRYAN GRIFFIN AT MY BOND HEARING FIRST ORDER PAY LEASE RENT TO COURT AFTER APPEALS HEARING JUDGE BRYAN GRIFFIN AND JUDGE KRISTIE CURTIS ILLEGALLY EVICT ME IN THE MIDDLE OF THE MONTH?

WHY DID JUDGE BRYAN GRIFFIN USE A ILLEGAL AFFIDAVIT GIVEN BY INTERMARK MGMT EVERGREEN VILLAS FROM HUDSUMTER HOUSING AUTHORITY INCOMPLETE ONE LEGAL SIGNATURE WITHOUT MY SIGNATURE TO ILLEGALLY EVICT ME?

WHY DID JUDGE BRYAN GRIFFIN JUDGEMENT EVICT ME AFTER HE EXCEPTED A LIST OF HOUSING PROCEDURES FROM HUDSUMTER HOUSING AUTHORITY A PREPONDERANCE OF EVIDENCE AND EVICTED ME WITH OUT NO SUBSTANTIATED LEGAL PREPONDERANCE OF EVIDENCE AND HIS PREPONDERANCE OF EVIDENCE DID NOT HAVE NO RELATABLE ALLEGING ACCUSATIONS NO RENT LATE RENT BACK RENT PROOF THAT I OWED INTERMARK MGMT EVERGREEN VILLAS?

WHY DID INTERMARK MGMT EVERGREEN VILLAS TAKE A ILLEGAL AFFIDAVIT GIVEN BY HUDSUMTER HOUSING AUTHORITY TO USE IN A COURT OF LAW TO UNLAWFUL EVICT ME?

WHY DID INTERMARK MGMT EVERGREEN VILLAS ILLEGALLY ACCUSE EVICTING ME A SECOND AND THIRD TIME OF NO RENT BACK RENT LATE RENT WITH OUT SUBSTANTIATED PROOF OF THEIR ALLEGATIONS AND THE DEFENDANT IS NEVER SUBMITTED ANY PROOF FROM THE INITIAL TO ME OR ATTORNEY CREEL AFTER REQUESTING?

WHY DID JUDGE GRIFFIN REFUSE MY SUBSTANTIATED PROOF AND STILL EVICTED ME OF NO RENT LATE RENT BACK RENT?  
WHY DID JUDGE BRYAN GRIFFIN DISMISS MY FIRST EVICTION CASE AND EVICTED ME A SECOND TIME STATING HE NEEDED MORE PROOF  
WHY DID HUDSUMTER HOUSING AUTHORITY JENNIFER KENNEDY AFTER I DID NOT SIGN THE ILLEGAL AFFIDAVIT SHE INVOLVED INTERMARK MGMT EVERGREEN VILLAS WHO HAVE NO LEGAL AUTHORITY BUT DID FILE A ILLEGAL EVICTION FOR NO RENT LATE RENT BACK RENT AFTER HUDSUMTER HOUSING AUTHORITY AND BRENDA DAWSON BATTLE BOTH SIGN LEGAL AFFIDAVIT TO WHICH MY RENT \$31,00?

WHY DID HUDSUMTER HOUSING AUTHORITY JENNIFER KENNEDY MAIL A RENT INCREASE LETTER TO ME AFTER SAYING WRITE OFF MY SSI AS A MEDICAL EXPENSE TO WHICH MY RENT WILL NO INCREASE?

WHY DID HUDSUMTER HOUSING AUTHORITY MAKE THIS VERBAL STATEMENT WRITE OFF MY SSI AS A MEDICAL EXPENSE?

=END OF QUESTIONS=

REQUEST REHEARING PETITION FOR WRIT OF CERTIORARI

**Mail body: CASE #23-6726 7 DAY OF MAY 2024**

CASE#23-6726

7 DAY OF MAY 2024

**(3.) REASON FOR GRANTING PETITION LEGALLY WARRANT**

MAGIS IRA JE JUDGE GRIFFIN REIRIED PLAINTIFF FOR THE SAME CRIME NO RENT LAVER IN BACK RENE  
WHAT ARE THE LAWS CODES SANCTIONS STATUTES what are the illegal laws for a judge to retry a case without evidence?

RULE 41

DISMISSAL OF ACTIONS: NON-SUIT

RULE 501 CODE OF JUDICIAL CONDUCT IS ESTABLISH FOR STANDARDS FOR ETHICAL CONDUCT FOR JUDGES

Can a court retry a case?

The defendant can never be tried again for the same crime. This is called "double jeopardy." A finding of not guilty is not the same as a finding of innocence. It simply means that the jury was not convinced that the defendant was guilty beyond a reasonable doubt.

INTERMARK MGMT ENERGREEN VILLAS REFUSED TO RENEW LEASE

If you believe your landlord refused to renew your lease because you made a complaint about his treatment of you or about the conditions of the property, you should talk to a lawyer.

The US Department of Housing and Urban Development (HUD) enforces the FHA, and tenants can file a complaint with HUD or their local fair housing agency if they believe the evidence that they have been discriminated against based on their disability.

In some cases, the landlord may have grounds for eviction that are not related to the disability (such as non-payment of rent or violation of lease terms), and the tenant with mental impairment may still be evicted.

DISCRIMINATION HEALTH

civil rights

Overview

A civil right is an enforceable right or privilege, which if interfered with by another gives rise to an action for injury.

DISCRIMINATION GOVERNMENT HOUSING FOR OLDER PERSONS

Pub. L. 104-76, §1, Dec. 28, 1995, 109 Stat. 787, provided that: "This Act [amending section 3607 of this title] may be cited as the 'Housing for Older Persons Act of 1995.'

Short Title of 1988 Amendment

What is the Civil Rights Act for housing discrimination?

The 1968 Act expanded on previous acts and prohibited discrimination concerning the sale, rental, and financing of housing based on race, religion, national origin, sex, (and as amended) handicap and family status. Title VIII of the Act is also known as the Fair Housing Act (of 1968).

volume 42 (called "title 42") of the United States Code. One small part of the ADA is found in title 47 of the United States Code.3) discrimination against individuals with disabilities persists in such critical areas as employment, housing, public accommodations, education, transportation, communication, recreation, institutionalization,

health services, voting, and access to public services;

SECTION 27-40-410, Security deposits; prepaid rent.

28 U.S. Code § 351 - Complaints; judge defined

18 U.S.C. § 242

NO DISRESPECT FOR THE LEGAL RECORD

I BRENDA DAWSON BATTLE IS NOT A ATTORNEY MY ERRORS IF ANY ARE MADE IN TRUTH AND NOT LIES.

REQUEST OF REHEARING PETITION FOR WRIT OF CERTIORARI

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