

24-7375
No. 2024-556

ORIGINAL

Supreme Court, U.S.
FILED

DEC 30 2024

OFFICE OF THE CLERK

Case No: 534972

IN THE

SUPREME COURT OF THE UNITED STATES

Washington, D.C.

Victor Rogers — PETITIONER
(Your Name)

VS.

NYCM — RESPONDENT(S)

ON PETITION FOR A WRIT OF CERTIORARI TO

State of New York / Court of Appeals
(NAME OF COURT THAT LAST RULED ON MERITS OF YOUR CASE)

PETITION FOR WRIT OF CERTIORARI

Victor Rogers
(Your Name)

440 Rte 66 Lot 112
(Address)

Hudson, NY 12534
(City, State, Zip Code)

518-929-8765
(Phone Number)

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United States Code Annotated

Rules of the Supreme Court of the United States (Refs & Annos)

Part III: Jurisdiction on Writ of Certiorari

U.S. Sup. Ct. Rule 14, 28 U.S.C.A.

Rule 14. Content of a Petition for a Writ of Certiorari

Currentness

1. Petition for Writ of Certiorari (Homeless & in Foreclosure)

(a) Questions presented for Review:

1) Why have the courts not upheld my valid & binding contract for a Total Loss Fine with NYCM with unpaid amounts totalling \$89,321.16 as outlined further in this Writ of Certiorari?

(b)

(ii)

(iii)

(c)

(d) Under the basis and supported by 41 US Code § 6503 & also supported by Article 26 (A1, A2, A4 & A12)

(e) On the grounds & basis that a Breach of Contract has occurred & Year 2 of the policy was not paid & enforced
(i) (policy effect dates included)

&
unpaid amounts owed

(ii)

(iii)

(iv)

(v)

(f)

(g)

(i)

(ii)

(h) A valid & binding contract was in effect for a
Total Loss House Fire & portions unpaid for Year 2.
(i) (effective dates 09/25/16 - 09/25/17)

(i)

(ii)

(iii)

(iv)

(v) material required by subparagraphs 1(f) or 1(g)(i); and

(vi) any other material the petitioner believes essential to understand the petition.

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 D 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☒ is unpublished.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☐ is unpublished.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 D 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 _____.

☐ 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: _____, 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 12/17/24.
A copy of that decision appears at Appendix D.

☒ A timely petition for rehearing was thereafter denied on the following date: 12/17/24, and a copy of the order denying rehearing appears at Appendix D.

☐ 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).

— 4 elements to a Breach of Contract: Ø

- 1) Valid Contract
- 2) Performance
- 3) Breach
- 4) Damages

4 types of Damages: ^{*}Compensatory, ^{*}Punitive,
Nominal & Liquidated

— Purpose: To make the party "whole" as if
Breach never happened ???

- Interest for Delay & Incurred Additional Costs
- Monetary sum amounting to the financial
loss suffered due to the Breach

— Fraudulent Breach of Contract:

Providing false or misleading information that
should have been disclosed.

— Article 26 Unfair Claims Settlement Practices
Violated sections A1, A2, A4 & A12
& engaged in oppressive, Fraudulent & Malicious
conduct

In regards to check dispersals by the bank, they were a direct result of the Initial Delays in between each pay-out by NYCM. NYCM was entitled to pay out remaining Loss of Use Provisions in the amount of \$36,888. NYCM underpaid me \$15,400 for Coverage C Personal Property after receiving multiple items lost spreadsheets & Agreed.

NYCM underpaid me for Coverage A Dwelling in the amount of \$18,238. NYCM also did not pay \$15,400 for necessary tree removal, fence replacement which connected to the house & landscaping replacement, top soil, bushes, shrubs, etc that was covered under Coverage B other structures. (I still feel like I'm owed some punitive damages & Legal Fees!!!)

These four unpaid provisions of our Binding & specific amounts to be paid total \$89,321.10

The notion that I didn't "Reach Out Enough" is absurd. I constantly reached out to NYCM in a professional & timely manner to which NYCM constantly sent lower & inferior amounts with an obvious game plan to stretch out the claim to the 2 year Statute & close the claim for their best interests.

The Results of NYCMs Actions have caused my House to remain unfinished, in Foreclosure status & my current status to be that of Homeless for 7 long years now & still Ample Funds Available.

For these reasons I seek the remaining funds of \$89,321.16 to be paid in full as they are warranted & necessary to bring me to "Whole" and Turn Key status on my binding Black & White Contract again with specific Amounts to be paid, no grey areas.

All Communications between myself & assigned Adjuster Andy Lamphaer for NYCM were done via telephone or text message at his request he said to expedite matters. I only spoke to Scott Raddick his Superior twice, the 2nd being his denying my requests for remaining funds owed.

I request & seek Justice on this matter & am a Victim of a Blatant Breach of Contract.

Question :

* No where in my policy does it state or mention a 2 year statute or termination of Policy Coverage ??? (4)

Why are the courts & Judges allowing such a Blatant Breach of Contract to occur & to be upheld? Negotiations on a Binding Contract ???

I performed all that was asked of me in a timely manner and tried to keep the Rebuild moving along through Rain, Sleet, Snow & other unforeseeable circumstances.

NYCM Breached the Contract and I see no other valid and sane explanation other than putting the Company Interests ahead of myself, the Fire victim, which is a blatant breach of Article 26 Unfair Claims Settlement Practices. NYCM violated several articles of Section 26 including A1, A2, A4, A11, & A12. NYCM engaged in Oppressive, Fraudulent and malicious conduct throughout the Entire Rebuild Process. I just want what I'm owed Contractual

To Whom it May Concern: Honorable Judges/Supreme Court ①

REASONS FOR GRANTING THE PETITION

In regards to money requests, NYCM Fire Insurance, constantly underpaid on each money request to advance progress on the house rebuild by thousands of dollars each time. Responses by the Assigned Adjuster, Andy Lamphaer got longer & longer during entire rebuild process (Duration of 2-3 Weeks to later 6-7 weeks on Average)

Eventually NYCM's constant & chronic underpaying to the Contractor, Tom Davala, caused him to start other projects to make pay-roll to his employees. Contractor would request an amount to be paid & NYCM would send less and less each successive times amounting to thousands of dollars not paid.

NYCM stopped paying ^(\$800 month) Rent & ^(\$825 month) Dog Boarding for my dog Bob, only survivor out of 7 pets at end of year 1 and refused and ceased to pay for year 2 which I was covered for under Coverage A Dwelling for a total of (\$ 18,238) (\$ for myself ^{\$800 monthly})

NYCM put its Interests ahead of mine, the Fire Victim plain & simple didn't pay any further Rent or Dog Boarding for Year 2. They then notified me Claim was being closed 2 weeks before the supposed 2 year Statute and refused Any Extensions.

- INTRODUCTION -

CONCLUSION

5

In Conclusion, I was not paid any Rent or Dog Boarding for Year 2 (12 months) in the 2 Year Statute for my policy which I was entitled to. I had requested \$800 a month for Rent but was refused.

I am owed \$400 per month non-paid for Year 1 an amount of \$4800 and \$800 per month non-paid for Year 2 for Rent. I am also owed on average \$825 per month for Dog Boarding for Year 2 for an amount of \$9,900 This was all covered under my

Loss of Use Provisions under Coverage D.

I am also owed for Coverage A Dwelling \$18,238

Coverage B Other Structures \$17,200 &

Coverage C Personal Property \$15,400

I am seeking \$89,321.16 as owed under my Total Loss House Fire Policy

Entirely needed & warranted.

Respectfully submitted
06/19/24
VICTOR ROGERS