

NO. _____

IN THE
SUPREME COURT OF THE UNITED STATES

ARTHUR J. SMITH And DARLENE SMITH,
Petitioner(s)

VS.

ANTHONY SIMPSON, "et al"
Respondent(s)

MOTION TO DIRECT THE CLERK TO
FILE PETITION OUT OF TIME

I, Darlene Smith, the Petitioner have recently submitted Petition For A Writ Of Certiorari postmarked November 1, 2024 and received November 5, 2024 that was returned. Based on information provided by staff at The Supreme Court Of The United States Office Of The Clerk, and my husband Arthur J. Smith and I current situation of being under the care of FEMA (Federal Emergency Management Agency) due to me and my husband Arthur J. Smith and I being affected by two natural disasters: A Tornado and Hurricane Beryl here in Houston, Texas (Harris County), I felt the importance of providing a detail explanation of my reasons why I have filed a Motion To Direct The Clerk To File Petition Out Of Time.

I, the Petitioner respectfully ask and request to direct the clerk to file the attached Petition Out Of Time (Petition For Writ Of Certiorari) to be received and accepted by the Supreme Court Of The United States seeking review of the decision of the Supreme Court Of Texas in this case, up to and Including April 5, 2024.

1. Pro Se Petitioner request a Motion To Direct The Clerk To File Petition Out Of Time for reasons justifying because of the date that the Petition For Writ Of Certiorari was due on July 4, 2024, it was a national holiday (The 4th Of July) and the following day(s) after the national holiday, July 5 to July 9, 2024 were days declared by President Joseph R. Biden, Jr. that a major disaster exists in the State Of Texas and ordered Federal aid to supplement State, tribal, and local recovery efforts in the areas affected by Hurricane Beryl from July 5 to July 9, 2024. On July 10, 2024 President Joseph R. Biden, Jr. Approves Texas Disaster Declaration.
(Please See Exhibit 1 Attached)

2. On August 22, 2024 Governor Greg Abbott Announces Approval Of Federal Disaster Assistance For 10 Additional Counties Following Hurricane Beryl. And Harris County Is One Of The Ten Counties Included, That Is Here In Houston, Texas.

(Please See Exhibit 2 Attached)

3. My husband Arthur J. Smith and I are displaced, under the care of and are being assisted by FEMA (Federal Emergency Management Agency) at this current time due to us being affected by two natural disasters: the Tornado that took place here in Houston, Texas on May 16, 2024 and Hurricane Beryl that took place here in Houston, Texas on July 8, 2024. When the damage affected our home, our documents got wet and some damaged in reference to this case, however, I was able to save some by placing them in bags.

Here I present documents on behalf of information presented in letter (a.) as proof of my Husband Arthurs J. Smith and I being under the care of FEMA (Federal Emergency Management Agency):

a.) U.S. Department of Homeland Security

FEDERAL EMERGENCY MANAGEMENT AGENCY

Transitional Sheltering Assistance Terms And Conditions Form dated as of May 31, 2024 and until with my name, signature and other required information with my FEMA Registration ID No. [REDACTED] and my FEMA Disaster R No. [REDACTED] on page one for the first hotel lodging property and on page three for the second hotel lodging property that shows the date as of June 1, 2024 until, with my FEMA Registration ID No. [REDACTED] and my FEMA Disaster R No. [REDACTED] with my name, signature and other required information and on page four under My FEMA Registration ID No. [REDACTED], same hotel lodging property that shows the date as of June 1, 2024 thru November 9, 2024 and on page five under My 2nd FEMA Registration ID No. [REDACTED] and my Disaster R No. [REDACTED] dated as of November 9, 2024 until.

(Please See Exhibit 3 Attached: 5 Pages)

4. Pro Se Petitioner seeks to comply with requirements of The Supreme Court Of The United States.

5. Pro Se Petitioner seek not to abuse the discretion of The Supreme Court Of The United States.

CONCLUSION

Pro Se Petitioner humbly seek acceptance and review by The Supreme Court Of The United States for MOTION TO DIRECT THE CLERK TO FILE THE PETITION OUT OF TIME.

Submitted By: 

Darlene Smith

Asinokithonous American Indian/ In Full Life/ Sin Jun/ In Solo Proprio

Email: artkoffey@yahoo.com

4225 Lyons Avenue

Houston, Texas 77020

Telephone: 713.887.0331

Pro Se

President Joseph R. Biden, Jr. Approves Texas Disaster Declaration



BRIEFING ROOM

PRESIDENTIAL ACTIONS

Yesterday, President Joseph R. Biden, Jr. declared that a major disaster exists in the State of Texas and ordered Federal aid to supplement State, tribal, and local recovery efforts in the areas affected by Hurricane Beryl from July 5 to July 9, 2024.

Federal funding is available to State, tribal, and eligible local governments and certain private nonprofit organizations on a cost-sharing basis for emergency work in Anderson, Angelina, Aransas, Austin, Bowie, Brazoria, Brazos, Burleson, Calhoun, Cameron, Camp, Cass, Chambers, Cherokee, Colorado, Dewitt, Fayette, Fort Bend, Freestone, Galveston, Goliad, Gregg, Grimes, Hardin, Harris, Harrison, Hidalgo, Houston, Jackson, Jasper, Jefferson, Kenedy, Kleberg, Lavaca, Lee, Leon, Liberty, Madison, Marion, Matagorda, Milam, Montgomery, Morris, Nacogdoches, Newton, Nueces, Orange, Pineda, Polk, Refugio, Robertson, Rusk, Sabine, San Augustine, San Jacinto, San Patricio, Shelby, Trinity, Tyler, Upshur, Victoria, Walker, Waller, Washington, Webb, Wharton, and Willacy Counties.

Federal funding is also available on a cost-sharing basis for hazard mitigation measures statewide.

Mr. Benjamin Abbott of the Federal Emergency Management Agency (FEMA) has been appointed to coordinate Federal recovery operations in the affected areas.

Damage assessments are continuing in other areas, and more counties and additional forms of assistance may be designated after the assessments are fully completed.

FOR FURTHER INFORMATION MEDIA
SHOULD CONTACT THE FEMA NEWS DESK AT
(202) 646-3272 OR FEMA NEWS
DESK@FEMA.DHS.GOV.



Flag Status

Español

Contact

Office of the Texas Governor | Greg Abbott



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Governor Abbott Announces Approval Of Federal Disaster Assistance For 10 Additional Counties Following Hurricane Beryl

Governor Abbott Announces Approval Of Federal Disaster Assistance For 10 Additional Counties Following Hurricane Beryl

August 22, 2024 | Austin, Texas | Press Release

Governor Greg Abbott today announced that the federal government has updated the Major Disaster Declaration for Hurricane Beryl to include 10 additional Texas counties that are now eligible for reimbursement for permanent work through the Federal Emergency Management Agency's (FEMA) Public Assistance program.

"With the approval of 10 additional counties to the Major Disaster Declaration, Texas communities will be able to access crucial financial assistance to help them move forward in the aftermath of Hurricane Beryl," said Governor Abbott. "I thank the Texas Division of Emergency Management for working with our federal partners to ensure impacted Texans can rebuild their communities from any damages caused by the hurricane."

FEMA approved its Public Assistance program for permanent work in 10 counties, including repairs to public roads and bridges, water control facilities, public buildings and utilities, as well as parks and recreation facilities.

The ten counties include: Austin, Brazoria, Colorado, Harris, Jasper, Liberty, Matagorda, Montgomery, San Jacinto, and Wharton. Texas may request additional counties for federal assistance based on completion of damage

page 5 of 11

Exhibit 2
(1 of 2)

The ten counties include: Austin, Brazoria, Colorado, Harris, Jasper, Liberty, Matagorda, Montgomery, San Jacinto, and Wharton. Texas may request additional counties for federal assistance based on completion of damage assessments in impacted communities.

FEMA has approved its Public Assistance program for certain emergency work, such as emergency protective measures and debris removal, for 67 Texas counties, including the 10 newly approved for the additional components of the program. The Governor's request for Public Assistance for six additional Texas counties is still pending review by FEMA.

The State of Texas continues to take action to provide all available resources to help support local communities impacted by Hurricane Beryl, including:

- July 2 - Texas Emergency Management Officials Urge Texans to Keep an Eye on the Gulf this Holiday Week
 - July 3 - Governor Abbott Directs TDEM To Issue Hurricane Beryl Advisory Notice For Texas Emergency Management Council
 - July 4 - Governor Abbott Increases Readiness Level Of State Emergency Operations Center
 - July 5 - Acting Governor Patrick Issues A Disaster Declaration For 40 Counties
 - July 6 - Acting Governor Patrick Adds 81 Texas Counties To Hurricane Beryl Disaster Declaration
 - July 7 - Acting Governor Patrick Gives Press Conference On Texas' Hurricane Beryl Preparations And Response
 - July 8 - Acting Governor Dan Patrick Provides Update On Hurricane Beryl Response Efforts
 - July 9 - Governor Abbott Provides Update On Hurricane Beryl Response In Texas and Acting Governor Patrick Held a Press Conference and Media Availability
 - July 10 - Governor Abbott Announces 67 Counties Approved For Major Disaster Declaration and Acting Governor Patrick Holds Press Conference To Update On Hurricane Beryl Response
 - July 11 - Acting Governor Patrick Holds Press Conference On State's Response And Recovery Efforts requested additional federal
- page 6 of 11

Exhibit 2
(2 of 2)

U.S. Department of Homeland Security
FEDERAL EMERGENCY MANAGEMENT AGENCY
Transitional Sheltering Assistance Terms and Conditions

THIS PORTION SHOULD BE FILLED OUT BY THE LODGING PROPERTY

Check in Date: _____ Check out Date: _____ FEMA DR # [REDACTED]
Last Name: SMITH First Name: ART HURK
Last 4 Digits of SSN: [REDACTED] FEMA Registration ID: [REDACTED] Date of Birth: [REDACTED]

I understand that:

- I must sign this Terms and Conditions Notice when I check in and check out of a participating Transitional Sheltering Assistance (TSA) hotel.
- I am not required to provide the hotel with a credit card or a cash deposit to secure the room at check-in.
- FEMA will pay the nightly room rate and taxes, as well as non-refundable pet fees if applicable, for my hotel stay up to the FEMA approved amount for the time I am authorized to remain in the hotel.
- I am responsible for any expense above the FEMA approved amount for the stay. All other amenities, including but not limited to, restaurant, club, room service, telephone, movie rental, internet, laundry, dry cleaning, parking, and any other additional services or charges are my responsibility.
- TSA is only available for use by the household members listed on my FEMA registration when I initially applied for FEMA assistance.
- I am responsible for any charges or fees related to damage I or my household members cause to the hotel room, hotel facility or hotel property during my stay.
- The hotel staff will notify me when they enter my room for weekly room checks. I understand that these checks are for my safety and the safety of others. I am not required to be present at the time of the room check.
- FEMA will conduct regular reviews of my eligibility for TSA throughout the TSA period of assistance to determine if I have a continuing need for sheltering and if there are other assistance and resources available to support my transition out of TSA.
- I must respond to FEMA attempts to contact me to discuss my FEMA registration and assistance, or I may lose my TSA or access to my room.
- FEMA will notify me if I am no longer eligible for TSA to allow for my transition out of TSA.
- If I stay beyond my eligibility end date, I am responsible for all costs associated with my hotel stay from that point on.
- I may lose my TSA if I or any of my household members have engaged in actions that violate written hotel policy or the law.

If you have questions regarding this notice or about TSA, please call the FEMA Helpline at 1-800-621-3362. If you use a relay service, please provide FEMA the number for your service.

If you have any other disaster related questions, visit DisasterAssistance.gov or call the FEMA Helpline at the above-listed number.

If you have information about individuals who may be defrauding FEMA or engaging in suspicious, dangerous, or criminal behavior, please call the FEMA Fraud Hotline at (866) 223-0814. Your call is completely confidential. You also may send an email to FEMA-OCISO-Tipline@fema.dhs.gov.

[Signature]
Registrant Signature at Check In

Date

MAY 31, 2024

Registrant Signature at Check Out

Date

DR 4781 TX

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Exhibit 3
(1 of 5)

Guest Folio

Confirmation Number - 6057403411

Primary Guest

Guest Name Arthur Smith
 Address 4225 Lyons Avenue
 City, State, Zip Code Houston TX 77020
 Country US

Stay Details

Check In Date May 31, 2024
 Check Out Date Jun 01, 2024
 Room STD1QN - 307
 Source HK Call Center
 Guests 2/0

Company Details

Name
 Tax ID
 PO Number
 Travel Agent
 IATA
 Name

Other Details

CLC ELA Bill Number
 FEMA Tax Exemption NO
 Tax Exempt
 Date

Date	Type	Description	Amount
May 31, 2024	Charge	40000 - Room Rent	\$54.99
May 31, 2024	Tax	City Room Tax	\$3.85
May 31, 2024	Tax	State Room Tax	\$3.30
May 31, 2024	Tax	SCRF State Room Tax	\$0.01
May 31, 2024	Tax	County Room Tax	\$2.20
May 31, 2024	Tax	State Cost Recovery Fee	\$0.25
May 31, 2024	Tax	SCRF County Room Tax	\$0.01
May 31, 2024	Tax	SCRF City Room Tax	\$0.02
May 31, 2024	Charge	RRA : MNTH1 to BAR : May 31	\$75.00
May 31, 2024	Tax	County Room Tax	\$3.00
May 31, 2024	Tax	City Room Tax	\$5.25
May 31, 2024	Tax	State Room Tax	\$4.50

Summary

Type	Amount
40000 - Room Rent	\$54.99
40000 - Room Rent Adjustment	\$75.00
City Room Tax	\$9.10
County Room Tax	\$5.20
SCRF City Room Tax	\$0.02
SCRF County Room Tax	\$0.01
SCRF State Room Tax	\$0.01
State Cost Recovery Fee	\$0.25
State Room Tax	\$7.80
Folio Balance	\$152.38

Check In Time
 Check Out Time
 Page 1 of 2

06:13 PM

Thank you for choosing Extended Stay America. We look forward to your stay with us!

page 8 of 11

Exhibit 3
 (2 of 5)

U.S. Department of Homeland Security
FEDERAL EMERGENCY MANAGEMENT AGENCY
Transitional Sheltering Assistance Terms and Conditions

THIS PORTION SHOULD BE FILLED OUT BY THE LODGING PROPERTY

Check in Date: JUNE 1 Check out Date: 30 DAYS FEMA DR # [REDACTED]
Last Name: SMITH First Name: ARTHUR
Last 4 Digits of SSN: [REDACTED] FEMA Registration ID: [REDACTED] Date of Birth: [REDACTED]

I understand that:

- I must sign this Terms and Conditions Notice when I check in and check out of a participating Transitional Sheltering Assistance (TSA) hotel.
- I am not required to provide the hotel with a credit card or a cash deposit to secure the room at check-in.
- FEMA will pay the nightly room rate and taxes, as well as non-refundable pet fees if applicable, for my hotel stay up to the FEMA approved amount for the time I am authorized to remain in the hotel.
- I am responsible for any expense above the FEMA approved amount for the stay. All other amenities, including but not limited to, restaurant, club, room service, telephone, movie rental, internet, laundry, dry cleaning, parking, and any other additional services or charges are my responsibility.
- TSA is only available for use by the household members listed on my FEMA registration when I initially applied for FEMA assistance.
- I am responsible for any charges or fees related to damage I or my household members cause to the hotel room, hotel facility or hotel property during my stay.
- The hotel staff will notify me when they enter my room for weekly room checks. I understand that these checks are for my safety and the safety of others. I am not required to be present at the time of the room check.
- FEMA will conduct regular reviews of my eligibility for TSA throughout the TSA period of assistance to determine if I have a continuing need for sheltering and if there are other assistance and resources available to support my transition out of TSA.
- I must respond to FEMA attempts to contact me to discuss my FEMA registration and assistance, or I may lose my TSA or access to my room.
- FEMA will notify me if I am no longer eligible for TSA to allow for my transition out of TSA.
- If I stay beyond my eligibility end date, I am responsible for all costs associated with my hotel stay from that point on.
- I may lose my TSA if I or any of my household members have engaged in actions that violate written hotel policy or the law.

If you have questions regarding this notice or about TSA, please call the FEMA Helpline at 1-800-621-3362. If you use a relay service, please provide FEMA the number for your service.

If you have any other disaster related questions, visit DisasterAssistance.gov or call the FEMA Helpline at the above-listed number.

If you have information about individuals who may be defrauding FEMA or engaging in suspicious, dangerous, or criminal behavior, please call the FEMA Fraud Hotline at (866) 223-0814. Your call is completely confidential. You also may send an email to FEMA-OCISO-Tipline@fema.dhs.gov.

[Signature]
Registrant Signature at Check In

Date

JUNE 1, 2024

Registrant Signature at Check Out

Date

U.S. Department of Homeland Security
FEDERAL EMERGENCY MANAGEMENT AGENCY
Transitional Sheltering Assistance Terms and Conditions

THIS PORTION SHOULD BE FILLED OUT BY THE LODGING PROPERTY

Check in Date: JUNE 1 Check out Date: 30-JUL-24 FEMA DR # [REDACTED]
Last Name: SMITH First Name: ARTHUR
Last 4 Digits of SSN: [REDACTED] FEMA Registration ID: [REDACTED] Date of Birth: [REDACTED]

I understand that:

- I must sign this Terms and Conditions Notice when I check in and check out of a participating Transitional Sheltering Assistance (TSA) hotel.
- I am not required to provide the hotel with a credit card or a cash deposit to secure the room at check-in.
- FEMA will pay the nightly room rate and taxes, as well as non-refundable pet fees if applicable, for my hotel stay up to the FEMA approved amount for the time I am authorized to remain in the hotel.
- I am responsible for any expense above the FEMA approved amount for the stay. All other amenities, including but not limited to, restaurant, club, room service, telephone, movie rental, internet, laundry, dry cleaning, parking, and any other additional services or charges are my responsibility.
- TSA is only available for use by the household members listed on my FEMA registration when I initially applied for FEMA assistance.
- I am responsible for any charges or fees related to damage I or my household members cause to the hotel room, hotel facility or hotel property during my stay.
- The hotel staff will notify me when they enter my room for weekly room checks. I understand that these checks are for my safety and the safety of others. I am not required to be present at the time of the room check.
- FEMA will conduct regular reviews of my eligibility for TSA throughout the TSA period of assistance to determine if I have a continuing need for sheltering and if there are other assistance and resources available to support my transition out of TSA.
- I must respond to FEMA attempts to contact me to discuss my FEMA registration and assistance, or I may lose my TSA or access to my room.
- FEMA will notify me if I am no longer eligible for TSA to allow for my transition out of TSA.
- If I stay beyond my eligibility end date, I am responsible for all costs associated with my hotel stay from that point on.
- I may lose my TSA if I or any of my household members have engaged in actions that violate written hotel policy or the law.

If you have questions regarding this notice or about TSA, please call the FEMA Helpline at 1-800-621-3362. If you use a relay service, please provide FEMA the number for your service.

If you have any other disaster related questions, visit [DisasterAssistance.gov](https://disasterassistance.gov) or call the FEMA Helpline at the above-listed number.

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[Signature]
Registrant Signature at Check In

Date JUNE 1, 2024

[Signature]
Registrant Signature at Check Out

Date 11/9/24

Exhibit B

DR 4781 TX

U.S. Department of Homeland Security
Federal Emergency Management Agency
Transitional Sheltering Assistance Terms and Conditions

THIS PORTION SHOULD BE FILLED OUT BY THE LODGING PROPERTY

Check In Date: 11/9/24 FEMA DR # [REDACTED]

Last Name: Sprich First Name: Azalia

Last 4 Digits of SSN: [REDACTED] FEMA Registered ID: [REDACTED] Date of Birth: [REDACTED]

I understand that:

- I must sign this Terms and Conditions form when I enter the hotel and accept the participating Transitional Sheltering Assistance (TSA) room.
- I am not required to provide the hotel with a cash deposit or cash deposit to secure the room at check-in.
- FEMA will pay the nightly room rate and taxes, as well as any reasonable hotel fees if applicable, for my hotel stay up to the FEMA approved amount.
- I am responsible for any expense above the FEMA approved amount for the stay. All other amenities, including but not limited to, restaurant, cab, room service, telephone, movie rental, internet, laundry, dry cleaning, parking, and any other additional services or charges are my responsibility.
- TSA is only available for use by the household members named in my FEMA registration when I have applied for FEMA assistance.
- I am responsible for any charges or fees related to damage I or my household members cause to the hotel room, hotel facility or hotel property during my stay.
- The hotel staff will notify me when they enter my room for weekly room checks. I understand that these checks are for my safety and the safety of others. I am not required to be present in the hotel room for these checks.
- FEMA will continue to monitor my TSA eligibility. FEMA reserves the right to determine if I have a continuing need for the relief and if there are other assistance and resources available to support my transition out of TSA.
- I must respond to FEMA attempts to contact me to discuss my FEMA registration and assistance, or I may lose my TSA or access to my room.
- FEMA will notify me if I am no longer eligible for TSA or allow for my transition out of TSA.
- If I stay beyond my eligibility end date, I am responsible for all costs associated with my hotel stay from that point on.
- I may lose my TSA if I or any of my household members have engaged in actions that violate written hotel policy or the law.

If you have questions regarding this notice or about TSA, please call the FEMA Helpline at 1-800-821-3362. If you use a relay service, please provide FEMA the number for your service.

If you have any other disaster related questions, visit [DisasterAssistance.gov](https://disasterassistance.gov) or call the FEMA Helpline at the above-listed number.

If you have information about individuals who may be defrauding FEMA or engaging in suspicious, dangerous, or criminal behavior, please call the FEMA Fraud Hotline at (866) 328-0814. Your call is completely confidential. You also may send an email to FEMA-CCSO-Tipline@fema.dhs.gov.

Registrant Signature at Check In

Date 11/9/24

Registrant Signature at Check Out

Date

Exhibit 3

DR 4758 IX

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