

No.

In the
Supreme Court of the United States

JEREMY & JENNY BRUNS,

PETITIONERS,

v.

RHONDA BRYANT, DALTON BRYANT SENIOR, DALTON BRYANT JUNIOR, PAT McCrory/Roy Cooper, AS GOVERNOR OF NORTH CAROLINA, FRANK PERRY/ERIC HOOKS, AS SECRETARY OF THE NORTH CAROLINA DEPARTMENT OF PUBLIC SAFETY, TONY TATA/NICK TENNYSON/JAMES TROGDON, AS SECRETARY OF THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION, VERONICA McCLAIN, USAA, STATE OF NORTH CAROLINA,

RESPONDENTS.

November 20, 2017

ARISING FROM FRAUD UPON THE COURT

NORTH CAROLINA SUPERIOR COURT (TC),

CUMBERLAND COUNTY - DISTRICT 12,

No. 15 CVS 8375

NORTH CAROLINA COURT OF APPEALS (COA),

No. COA16-699

NORTH CAROLINA SUPREME COURT (NCSC),

No. 282P16

No. 282P16-2

No. 282P16-3

No. 282P16-4

APPLICATION TO CHIEF JUSTICE JOHN G. ROBERTS, JR.

(FOR THE FOURTH CIRCUIT)

FOR 60-DAY EXTENSION TO FILE PETITION FOR WRIT OF CERTIORARI (RULE 13.5)

JEREMY & JENNY BRUNS
Pro Se
1345 S. Capitol St. SW #722
Washington, DC 20003
(910) 322-2276

STATE OF NORTH CAROLINA ET AL.
c/o Attorney General Josh Stein
NC DOJ Public Safety Section
P.O. Box 629
Raleigh, NC 27602
(919) 716-6400

USAA
c/o John Malone Jr.
Goldberg Segalla LLP
800 Green Valley Road, Suite 302
Greensboro, NC 27408
(336) 419-4900
jmalone@goldbergsegalla.com
N.C. State Bar No. 22180

**RHONDA, DALTON SR.,
& DALTON JR. BRYANT**
c/o Philip Cheatwood
Russ, Worth & Cheatwood PLLC
717 Hay Street
Fayetteville, NC 28301
(910) 483-4121
rwch123@aol.com
N.C. State Bar No.: 784

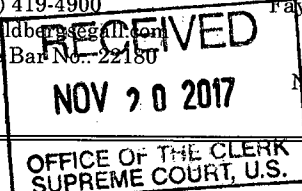


TABLE OF CONTENTS

TABLE OF

AUTHORITIES.....	viii
JURISDICTION	1
PREAMBLE	6
ETHOS.....	8
PATHOS	14

LOGOS

DELUSIONAL DICHOTOMY {DISMISSAL WITH PREJUDICE: FINAL V. INTERLOCUTORY}	1
FRAUD UPON THE COURT {REDRESS}.....	4
LEGAL GASLIGHTING {PIERCED IMMUNITIES}	4
INEXCUSABLE IGNORANCE {IMPUTED TORTS}	5
DIRTY MONEY {CERTIFIED STATEWIDE CRIMINAL BACKGROUND RECORDS}.....	7
DRIVING WHILE IN PRISON {SUSPENDED LICENSE}	7
“GET OUT OF JAIL FREE” CARD {FELONY DUI}	15
KANGAROO COURT {DISQUALIFIED AND VOID}.....	17
1=4⇒2+2=5 {AUTOMOBILE LIABILITY INSURANCE ANTITRUST}	19
MORAL HAZARD {AGENCY CAPTURE}	19
DUTY TO SETTLE & DUTY TO DEFEND {BAD FAITH TOWARD BRYANTS}	21
ALL IN {EXCESS JUDGMENT}.....	21
ONE ON ONE {BOYCOTT}	21
GOING TO COURT IS A LAST RESORT {NO PRECEDENT JUDGMENT REQUIREMENT}	23
CHAPTER 75 AND §58-63-15(11) {INSURER BAD FAITH CLAIMS HANDLING}	24
NAKED EMPEROR IGNORES (NON-PECUNIARY) PAYABLE DUTIES {SOVEREIGN IMMUNITY}....	26
SMOKING GUN POINTS TO THREAT {JUNIOR}.....	26
PUBLICATION BY DEFAULT {COPYRIGHT/FREE SPEECH}	27
TWO ELEMENTS {LOSS OF CONSORTIUM}.....	27
ENIGMA: MALICIOUS MISCHIEF {EX MERO MOTU NOTICE OF APPEAL'S DISMISSAL}	27
IRON CURTAIN {COLLATERAL SOURCE RULE}.....	28
JIM CROW JUSTICE: LAWYERS ONLY {PRO SE}.....	28
KEEPING IT IN THE FAMILY {FEE SHIFTING}.....	28
REMEDIES	29
CERTIFICATE OF SERVICE.....	31

APPENDIX A: ORDERS & OBJECTIONS (BLACK COVER)

1. [ORDER] 25 August 2017, NCSC No. 282P16-4, Dismissed Reconsideration
2. [ORDER] 8 February 2016, TC Dismissed all claims against the State of North Carolina et al. with Prejudice, 12(b)(1)(2) and (6), R pp 819-820
3. [ORDER] 10 February 2016, TC Dismissed all claims against Junior with Prejudice, 12(b)(6), R p 821
4. [ORDER] 22 February 2016, TC Dismissed all claims against USAA with Prejudice, Rule 12* {*next Order shows TC “granted pursuant to rules 12(b)(1) and (6)”}, R p 822

5. [EMAIL ORDERS] 1 February 2016, TC Dismissed all claims against NC State et al. and USAA* and asked each to draft a proposed order so that he can "DRAFT A FINAL ORDER" R p 823
6. [PETITIONERS' EMAIL OBJECTION] 3 February 2016, we objected and motioned for reconsideration of TC's dismissal of USAA and the State citing law and reasons and asked for findings of fact and conclusions of law and relief through citation of Rules 41(b), 52, and 60, R pp 825-826
7. [EMAIL ORDERS] 4 February 2016, TC Denied Reconsideration of NC State and USAA, R p 827
8. [EMAIL ORDER] 7 February 2016, TC Dismissed all claims against Junior and says he will mail his "FINAL ORDER" to the clerks office the following day, R p 834
9. [PETITIONERS' EMAIL OBJECTION] 10 February 2016, we objected and motioned for reconsideration of TC's dismissal of Junior by citing law and reasons and asked for findings of fact and conclusions of law and relief through citation of Rules 41(b), 52, and 60, and we asked for another reconsideration of USAA and the State's dismissal, R pp 837-840
10. [EMAIL ORDER] 17 February 2016, TC Denied Reconsideration of Junior et al., R p 841
11. [PETITIONERS' HANDWRITTEN MESSAGE ON NCSC BYPASS PETITION AND MANDAMUS No. 282P16] 1 August 2016, Page 1 after Captioned page (written last-minute on all copies to all parties), "Judge Young violated NC Code of Judicial Conduct Canon 3, D. Remittal of disqualification. 25 January 2016 We didn't agree in writing nor independently of judge's participation."
12. [ORDER] 23 August 2016, NCSC No. 282P16 Denied Bypass Petition and Mandamus (incorrect District, should be Twelfth/Cumberland)
13. [JUNIOR MOTIONED COA FOR DISMISSAL FROM APPEAL ARGUING TC ORDER IS INTERLOCUTORY AND ASKED FOR COSTS AND ATTORNEY'S FEES] 17 August 2016, pp 3, 8
14. [PETITIONERS' COA RESPONSE OBJECTING TO JUNIOR'S DISMISSAL FROM APPEAL BECAUSE DISMISSAL WITH PREJUDICE IS A FINAL JUDGMENT] 26 August 2016
15. [ORDER] 1 September 2016, COA Clerk Dismissed only Junior from Appeal
16. [ORDER] 8 September 2016, COA Clerk Denied our objections to dismiss Junior from appeal and apply sanctions for frivolous filing
17. [PETITIONERS' MOTION COA TO RECONSIDER DISMISSING JUNIOR FROM APPEAL] 7 September 2016
18. [ORDER] 15 September 2016, COA clerk Denied our Reconsideration
19. [PETITIONERS' NCSC MOTION FOR RECONSIDERATION TO No. 282P16-2] 9 September 2016, includes seven graphic outreach campaign Exhibits, and our first accusation leveled against the NC Judiciary's control of the unconstitutional moneymaking scheme challenging the cost of one person's statewide certified criminal records
20. [ORDER] 16 December 2016, NCSC No. 282P16-2 Denied Reconsideration (incorrect date of our filing, should be 9 September 2016)
21. [ORDER] 7 February 2017, COA Opinion Affirmed Dismissal of all our claims against USAA, the State, and Junior, and Denied our claims against the TC's void orders issued in all absence of jurisdiction making the COA lack jurisdiction to

review them, Rhonda's license suspension activated while in prison for the crime causing the suspension, Loss of Consortium equals two claims, lack of fee shifting for pro se petitioners is unconstitutional as an unequal commodity and bargaining chip in favor of already more powerful parties, pierced TC judicial immunity, pierced government official immunities, and Bar Attorney violations of the Rules of Professional conduct, e.g., conspiring with the disqualified TC judge to deprive us of our property and civil rights, ignoring the gravamen of our issues, and falsely stating facts and controlling Law

22. [ORDER] 17 March 2017, COA Denied En Banc Rehearing
23. [PETITIONERS' NCSC MOTION TO ~~(PURGE)~~ AG'S UNTIMELY RESPONSE] 26 April 2017, citing Justice Thomas in *Manrique v. United States*, 581 U.S. ____ (2017): AG's response was mandatorily time barred under the Rules as a Due Process violation, and courts don't have the discretion to overlook such errors at least when it is called to their attention
24. [ORDER] 15 June 2017, NCSC 282P16-3 Denied Motion to ~~(purge)~~ AG's untimely Response
25. [ORDER] 15 June 2017, NCSC No. 282P16-3 Dismissed Notice of Appeal ex mero motu (without a reason) and Denied Petition

APPENDIX B: VERBATIM AUTHORITIES (PURPLE COVER)

15 U.S. Code § 1
15 U.S. Code § 15
15 U.S. Code § 22
15 U.S. Code § 1013
28 U. S. C. §1654
North Carolina Code of Judicial Conduct
N.C. R. Civ. P. 54.
N.C. R. App. P. 10
N.C.G.S. §1-257
N.C.G.S. §7A-308
N.C.G.S. §8C-414
N.C.G.S. §14-230
N.C.G.S. §15A-1442
N.C.G.S. §15A-1443
N.C.G.S. §15A-1446
N.C.G.S. §15A-838
N.C.G.S. §15A-840
N.C.G.S. §15A-1340.11
N.C.G.S. §15A-1340.12
N.C.G.S. §15A-1340.13
N.C.G.S. §15A-1368
N.C.G.S. § 15A-1368.2
N.C.G.S. §20-17
N.C.G.S. §20-19
N.C.G.S. § 20-141.4.

N.C.G.S. 20-279.21(3)b

N.C.G.S. 20-279.21(f)(1)

N.C.G.S. 20-279.21(f)(2)

N.C.G.S. § 58-63-15

N.C.G.S. § 75-1

§ 75-1.1.

§ 75-2

§ 75-16

§ 75-16.1

N.C.G.S. §132-1(a)

N.C.G.S. §132-1 (b)

Restatement, Second, Contracts §9b

Restatement, Second, Contracts §10The American Law Institute, Restatement of the Law Liability Insurance, Proposed Final Draft (March 28, 2017) §1, §2, §13, §18, §19, §24, §27, §33, §34, §39, §41, §48, §49, §50, §51

INDEX OF EXHIBITS (LILAC COVER)

1. "Get Over It"
2. Special Power of Attorney: Permission from Jeremy granting Jenny the authority to sign anything in his name for this lawsuit, current to completion
3. MØSES Delaware Incorporation Filing 18 May 2012
4. MØSES 2016 website for 5th Annual Thanksgiving scholar\$hip\$
5. Front and Back of ① MØSES and ② R.A.D. business card; and one side of an erstwhile personal and ③ MØSES scholar\$hip\$ business card
6. Jenny's NC life and health insurance agent card issued 13 November 1997
7. COA Issues Presented, Petitioners' Initial Brief, pp 1-3, 3 October 2016
8. Complaint's constitutional challenge of undue burden and cost of a statewide background check on one name, and the issue of inaccurate public records received and lack of recourse, R pp 40-41, 6 November 2015
9. Petitioner's COA Initial Brief, Issue VI, substantively captures in the bold and capitalized iteration of the Issue itself that §7A-308(a)(17) is unconstitutional facially and as-applied for the cost of one person's statewide criminal background records, pp 28-29, 3 October 2016
10. Petitioner's COA En Banc Rehearing, Issue VI, the cost of a statewide criminal background check for one name is unconstitutional and contrary to §132-1(b) granting the right to complete and accurate public records for free or minimal cost, pp 13-15, 23 February 2017
11. Texas charges \$10 for a certified statewide criminal history record for one name https://www.dps.texas.gov/administration/crime_records/pages/faq.htm
12. Complaint text challenging the State's ministerial duties regarding Rhonda's start date of her license suspension and the Exhibit of her deficient DMV record, R pp 38-39 and 211-213, 6 November 2015
13. Letter from the NC AG's office, citing Rhonda's applicable four-year license suspension is pursuant to §20-19(d) for convictions of Felony DUI §20-141.4(a3); outside of the Record, 29 April 2015

14. Our letter to NC (et al.) Government Officials inquiring about Rhonda's incomplete and inaccurate public records and why she was getting out of prison early, prompting the AG's license-suspension response, R pp 227-228, 20 April 2015
15. Complaint Exhibits of Executive emails: Rhonda's inaccurate criminal records and the illegal application of Earned Time for Felony DUI resulting in an untimely early release from prison through false assertion that her conviction was a not a Felony DUI, R pp 231-236, 238-242, June and July 2015, prior Rhonda's unlawful early release 5 August 2015
16. TC Hearing Transcript, p 11 Lie that Rhonda served her minimum due sentence; pp 21-22 Executive Duty to recognize Felony DUI and no Earned Time demand that debt still owed to society must be paid, and the Judiciary is our only recourse to make the Executive perform their ministerial duties; pp 24-25, TC is incredulous that Felony DUI is an issue in dispute (yet ultimately ignored it), 25 January 2016
17. Initial Brief to COA discussing the completely ignored issue #3. Rhonda's Felony DUI conviction makes her ineligible for Earned Time to reduce her sentence, hence she still owes society at least four months in prison to satisfy the minimum terms of her conviction, and the government's conduct was a Due Process and Equal Protection Violation against us as victims and Society, pp 11-20, 3 October 2016
18. Sentencing Transcript when Cumberland County District Attorney Billy West asks for and Superior Court Judge Claire Hill imposes the maximum active sentence of 16-29 months (convicts start their sentences at the maximum and some are eligible for Earned Time to work down to the minimum, but Felony DUI offenders are ineligible for Earned Time, and nine months comes off the top for Rhonda's level of probation, so her minimum is 20 months in prison) as "just punishment" for her Class F Felony DUI guilty plea, where Rhonda's BAC results proved she was drunk and high at time of Calamity, pp 40-44, R pp 370-374, 9 April 2014
19. TC Hearing Transcript, Young asks for oral objections to his non-Disqualification and Jeremy doesn't answer, an affirmative and objective Canon 3D violation, pp 7-8, 25 January 2016
20. Young is mocked in headline as "Sgt. Shultz" from *Hogan's Heroes*, a moniker earned from his Deposition as a former-NC Governor counsel, Carolina Journal, 1 October 2010
21. Young's Deposition as former-NC Governor's counsel where he admitted he did insurance defense litigation at a firm near USAA's San Antonio, Texas headquarters, pp 1, 10, 5 August 2010
22. TC Hearing Transcript, an example how Young is inaccessible to Pro Se, pp 9-10, 25 January 2016
23. USAA's typical military-ethos method of persuasion advertisement in the Marine Corp Marathon's Official Program targeting military servicemembers and their families, Page 6, October 2017
24. A montage of USAA's advertising highlighting their purported shared values with servicemembers
25. TSGLI's capped out payment of \$100K policy limits, tendered 15 February 2013
26. TSGLI Deposit into our investment vehicle, accruing compound returns while we're in Limbo fighting this lawsuit, 8 March 2013

27. Complaint, Caption and request in the Relief for the Court to issue a Declaratory Judgment that the number of Occurrences in Negligent Entrustment is at least two for the purposes of an automobile liability policy R pp 46-50, 6 November 2015
28. TC Hearing Transcript shows us asserting that we are owed our overdue property rights of \$120K through Negligent Entrustment, not just \$60K, thus asking the court for a Declaratory Judgment of two Occurrences, hence demonstrating that USAA is in Bad faith to us and separately to the Bryants for not extinguishing the true Policy Limits, pp 51-53, 25 January 2016
29. USAA's COA Defendant-Appellee Brief falsely claiming that we are third party Intended Beneficiaries without privity and disclaiming FRA statute that doesn't require a judgment first for USAA to be held accountable for their Bad Faith claims handling against us, pp 9, 12, 15-16, 19-21, 4 November 2016
30. Complaint Interrogatories to USAA demonstrating their Bad Faith conduct toward us, and their unwillingness to treat us in Good Faith and Fair Dealing in violation of Chapter 75, which grants us a private right of action for their Bad Faith refusal to deal in restraint of trade, and also asks USAA to explain their First Party Bad Faith why our premiums more than doubled after the Calamity and Jeremy's truck depreciation, pp 164-166, 6 November 2015
31. Complaint, Fair and Sufficient Notice of USAA's Bad Faith: claim attempts, "contemporaneous," two occurrences, unanswered second clarification bodily injury claim letter, pre-litigation letter, excess judgment, groundless and malicious position offering \$30K for four claims, R pp 112-115, 6 November 2015
32. NC DOI: "A Consumer's Guide to Automobile Insurance" Complaint Appendix 3, R pp 497-498, 510
33. Complaint Exhibit, Jenny's Impact Statement at Rhonda's 9 April 2014 Sentencing Hearing asserting USAA's Bad Faith, R p 418, 6 November 2015
34. USAA's first Bad Faith "Policy Limits" offer of \$30K to Jeremy, R p 243, 19 January 2013
35. USAA pressured us to sign a lowball Release: "Jeremy C. Bruns and Spouse" for \$30K to forever discharge "Dalton Bryant and Rhonda Bryant" and "USAA et al." of all liability, R pp 247-249, 6 August 2013
36. Jenny's *to-date unacknowledged* second bodily injury claim letter to USAA sent by certified mail, R pp 257-258, 25 November 2013 (first letter was sent 8 November 2013)
37. Pre-litigation letter to USAA with Bad Faith explication of refusal to acknowledge and process our claims, "We sent letters to USAA in general, twice, to send red flags of HELP to assert Jenny's claim but to no avail." "Rhonda pleaded guilty to Felony DUI...Dalton had a legal duty...at the scene of the calamity where witnesses heard him yell at Rhonda, 'What did you do now?'" R pp 266-268, 11 June 2015
38. USAA refused to acknowledge Jenny's simple second claim-attempt letter and the full value of our clear and easy claims against USAA, R p 272, 23 June 2015
39. We accused USAA of currently acting in additional Bad Faith, R p 274, 24 June 2015
40. USAA refused to acknowledge Jenny's second letter and discrete bodily injury claim and reiterates that their offer is no more than \$30K to settle four claims, R p 275, 25 June 2015

41. USAA admitted investigating the Calamity “to verify the facts and loss and the severity of the damages incurred” but failed to acknowledge Jenny’s discrete bodily injury claim asserting \$30K is the “sum total of available coverage” delivered “upon receipt of a signed, notarized release of all claims.” R pp 279-280, 25 June 2015
42. We reiterated to USAA our four claims because Senior and Rhonda are liable to both of us, R p 282, 26 June 2015
43. USAA replied that if Jenny has a bodily injury claim, then they would ask for proof, and “you are correct that you have a cause of action against the driver and owner of the vehicle, however, the policy provides coverage on a per incident basis.” R p 283, 26 June 2015
44. We asked USAA who the \$30K policy was covering, Rhonda or Senior, R p 287, 27 June 2015
45. USAA replied “both Rhonda and Dalton Bryant, as they are husband and wife. They do not have two separate policies.” R p 288, 29 June 2015
46. Complaint request for production of documents from Governor, DPS, and DOT challenging Rhonda’s Earned Time and unlawful early release, her license suspension, and her inaccurate Records, R pp 168-170, 6 November 2015
47. TC Hearing Transcript, Young says money doesn’t have anything to do with Sovereign Immunity, p 23, 25 January 2016
48. Complaint setting forth that the Loss of Consortium standard of *Nicholson v. Chatham* is unconstitutional and needs to be overturned from the Jury Instructions because Jeremy and I have two discrete injuries with two discrete LOC claims, R p 72, 6 November 2015
49. N.C.P.I. 2015 Index, Includes LOC 800.65 from 1999 as current instruction
50. N.C.P.I. 800.65 Loss of Consortium: *Nicholson v. Chatham* standard, 1999
51. Burglar Keyshawn Matthews, the only person (so far) positively identified from our July 2014 house robbery, is currently in prison facing Murder charges after recently getting sprung from a Virginia prison as a sex offender with a minor, a crime for which he had an outstanding warrant before he burgled our house
52. The North Carolina Court System’s webpage instructing the Public to request in writing with a SASE and a money order or certified cheque for \$25 per county for one person’s certified criminal records, and directing the Public to a list of non-certified, unofficial, third-party companies that will sell statewide background records, but with the disclaimer that the information may not be current or accurate
53. NCSC Notice of Appeal’s timely filing with USPS receipt to all parties, 3 April 2017
54. Cover letter to COA with NOA and USPS receipt and money order for Cert Fee, 3 April 2017
55. COA’s taped-on paper file stamp of NOA caption page, 5 April 2017, postmarked 11 April 2017
56. COA Cert Fee bill, 10 April 2017
57. COA \$80 Refund for Docket #16-699, 6 April 2017
58. NCSC filed copy caption of NOA, 6 April 2017
59. NCSC return of cheque appeal fee, 7 April 2017
60. NCSC cashed cheque for docketing fee, 13 April 2017
61. Working list of Legal Axioms
62. SCOTUS clerk con

TABLE OF AUTHORITIES

S. C. R. 13.1, 13.3, 13.5, 22, 30.2, and 30.3.

U.S. Const. art. III, §2

Arbaugh v. Y & H Corp., 546 U.S. 500 (2006)

Ashcroft v. Iqbal, 556 U.S. 662 (2009)

Astrue v. Ratliff, 560 U.S. 586 (2010)

Bell Atlantic Corp. v. Twombly, 550 U.S. 544 (2007)

Dennis v. Sparks (1980)

Frontiero v. Richardson (1973)

Hartford Fire Ins. Co., v. California, 509 U.S. 764 (1993)

Hazel-Atlas Glass Co. v. Hartford-Empire Co., 322 U.S. 238 (1944)

Kay v. Ehrler, 499 U.S. 432 (1991)

Liljeberg v. Health Svcs. Acq. Corp., 486 U.S. 847 (1988)

Lugar v. Edmonson

Manrique v. United States, 581 U.S. ____ (2017)

Mireles v. Waco (1991)

Progressive American Ins. Co. v. State Farm Mutual Automobile Ins. Co., 184 N.C. App. 688, 647 S.E.2d 111 (2007)

Reed v Reed (1971)

Saucier v. Katz, 533 U.S. 194 (2001)

Stoneridge Investment v. Scientific Atlanta (2008)

St. Paul Fire & Marine Ins. Co., v Barry, 438 U.S. 531 (1978)

Stump v. Sparkman

The Propeller Monticello v. Mollison, 58 U.S. 152 (1854)

U.S. v. South-Eastern Underwriters Assn, (1944)

Van Dusen v. Barrack, 376 U.S. 612 (1964)

Weaver v. Mass, 582 U.S. ____ (2017)

Wilson v. Layne, 526 U.S. 603 (1999)

Bulloch v. United States, 763 F.2d 1115 (10th Cir. 1985)

Cox, Cox, Filo, Camel & Wilson v. Sasol North America, Inc., No. 12-311123, slip op (5th Cir. 2013)

Crisci v. Sec. Ins. Co. of New Haven, Conn., 426 P.2d 173, 179 (Cal. 1967)

Herring v. United States, No. 04-4270 (3rd Cir. 2005),

Hodge v Hodge, M2006-01742-COA-R3-CV (Tenn.App. 10-31-2007)

Holt v. Aetna Cas. & Sur. Co., 680 So. 2d 117, 129 (La. Ct. App 1996)

Iaquinta v. Allstate Ins. Co., 510 N.W.2d 715, 180 Wis. 2d 661 (1993).

Orr v. Hudson, 484, 14, 374, S.W.3d 686, 695, (2010) Arkansas

United States v. Ladish Malting Co., 135, F.3d 484, 488 (7th Cir. 1995)

Velardo v. Ovitt, No. 2006-184 (Vermont SC 2007)

N.C.G.S. §7A-308(a)(17)

N.C.G.S. §1-257

Alford v. Textile Insurance Company, 248 N.C. 224, 103 S.E.2d 8 (1958)

Baker v Varser, 79 S.E.2d 757, 239 N.C. 180, (1954)

Green v. Kearny, 739 S.E.2d 156, affirmed by the NCSC in 2013

Green v. Denver & Rio Grande Western Railroad Company, No 93-4073 (10th Cir. 1995).

Johnson v. Schultz, 364 N.C. 90, 95, 691 S.E.2d 701, 705 (NCSC 2010)

Mitsui Sumitomo Insurance Company v. Duke University Health System, 11-2057 (4th Cir. 2013)

Murray v. Nationwide Mut. Ins. Co., 472 S.E.2d 358 (COA 1996)

Nationwide Mut. Ins. Co. v. Baer, 439 S.E.2d 202 (COA 1994)

Nicholson v. Chatham Hospital, 300 N.C. 295, 266 S.E.2d 818 (1980)

Roberts v. Hill, 240 N.C. 373, 82 S.E.2d 373 (1954)

Timber Integrated Investments v. Welch, unpublished COA No COA13-1034 (2014) pp 17-18.

Wilcox v. City of Asheville, 222 N.C. App 285, 289, 730 S.E.2d 226, 230 (2012), disc. Review denied and appeal dismissed, 366 N.C. 574, 738 S.E.2d 363 (2013)

Wilson v. State Farm Mut. Auto. Ins. Co., 327 N.C. 419, 394 S.E.2d 807 (NCSC 1990).

Wilson v. Wilson, 121 N.C. App. 662, 468 S.E.2s 495 (1996)

Restatement, Third, Agency §503 (Am. Law Inst. 2006)

Restatement, Second, Contracts §9 (Am. Law Inst. 1981)

Restatement, Second, Contracts §10 (Am. Law Inst. 1981)

Restatement Third, The Law Governing Lawyers §27 (Am. Law Inst. 2001)

Restatement, Third, Torts §14

Antonin Scalia & Bryan A. Garner, *Reading Law* (Thompson/West 2012).

Black's Law Dictionary, 10th Edition

Jerry Shelby, *Victims Have No Rights: A Victim's (Pro Se) Experience With Insurance Companies and the Unjust Judicial System* (2009).

William Blackstone. *Commentaries on the Laws of England*. Vol 1 (1765) pp 442-445.

<http://www.johnlocke.org/site-docs/cjonline/Deposition.1-40.pdf>

<https://www.carolinajournal.com/opinion-article/cj-editorial-reuben-young-channels-sgt-schultz/>

Dear Mr. Chief Justice Roberts,

JURISDICTION Our case is ripe, as in smelly and foul, and satisfies *Black's* definition, too.

This Court's jurisdiction, aegis, and alembic abilities arise from North Carolina

Supreme Court's (NCSC) 25 August 2017 Dismissal Order of our Motion for

Reconsideration, which we presume is a final judgment.¹ Appendix A1. We calculate

that the 90-day window to submit our Petition for a Writ of Certiorari closes 24

November 2017, and we would appreciate confirmation of this date, please, as well

as the new due date should you grant our request to extend the filing deadline for

¹ **Delusional Dichotomy {Dismissal with Prejudice: Final v. Interlocutory}** NC Courts are inconsistent cunctators regarding final judgments, e.g., they ruled that one of the TC's three "Dismissed with Prejudice" (D w/P) orders is not a final judgment determined on the merits implicating res judicata forever barring our claims. But a D w/P constitutes a final judgment on its face because it's a concise certification of finality, and whether an order is final is judged by its function and substance rather than "magic language" not in the Rules. Junior motioned the COA for dismissal from the Appeal on interlocutory grounds, but despite our objections, the COA clerk obliged Junior, and the COA sidestepped this issue in our Appeal. Exhibit 7 is our COA Issues Presented. If Junior was dismissed on interlocutory grounds, then how could the other two proceed? And how can Junior ask for costs and fees when, according to Justice Gorsuch in a recent Argument, such funding requests are wrapped up with the final judgment? Moreover, in the email granting Junior's dismissal, the TC said he'd mail his "final order" to the clerk the next day. Appendix A3, A8, A9, A10, A13, A14, A15, A16, A17, A18, and A21. In *Orr v. Hudson*, the Arkansas Supreme Court said, "Where a dismissal is with prejudice, it is conclusive of the rights of the parties as if the suit had been prosecuted to a final adjudication adverse to the plaintiff...Stated another way, a dismissal of a cause of action with prejudice is a final adjudication on the merits...The words 'with prejudice,' when used in an order of dismissal, 'have a definite and well known meaning; they indicate that the controversy is thereby concluded.'" There is no just reason for delaying Junior's appellate review because N.C. R. Civ. P. 54 doesn't give fair notice of a harmful, legal-process trap in the common law outside of the Rules, which is invoked arbitrarily and capriciously. In *Green v. Kearny*, affirmed by the NCSC in 2013, the COA stated, "the primary purpose of [N.C. Gen.Stat. § 1A-1, Rule 54(b)] is to preserve the right of a party to appeal from a final judgment." The Dissenting Judge said, "...I have reviewed the provisions of the North Carolina Rules of Civil Procedure, and can locate no provision where a plaintiff can request a 'final judgment' where the trial court has already dismissed all of their claims, with prejudice...(3) voluntarily dismiss their claims after the trial court had dismissed them, with prejudice...Suggestion (3) appears to be nonsensical. The dismissal of claims after they have already been dismissed, with prejudice, would be a fruitless act." Conversely, a dismissal without prejudice has no conclusive effect. This blatant Judicial contradiction is not a judicial act. Before signing and filing the Orders, the TC emailed NC, USAA, and Junior to draft proposed orders from which he will draft a "final order." Appendix A5 and A8. The Fifth Circuit's *Cox, Cox, Filo, Camel & Wilson v. Sasol North America*, said a D w/P "is a final judgment on the merits. Accordingly, to dismiss with prejudice under Rule 12(b)(1) is to disclaim jurisdiction and then exercise it." When a court lacks jurisdiction over the action, it has no power to render a judgment on the merits. The TC took this forbidden action with USAA's and the State's dismissal orders.

an additional 60 days. S. C. R. 13.1, 13.3, 13.5, 22, 30.2, and 30.3. Your power to favorably Redress our injuries arising under the United States Constitution extends to our case and its exigent controversies in which we maintain actual and concrete interests. U.S. Const. art. III, §2.

It is impossible for Pro Se to divorce emotion from any aspect in a Pro Se case because we have everything to lose: there is no such thing as an arm's-length perspective. But 28 U. S. C. §1654 gives us the right to fight for our rights as Pro Se litigants, and this Court has counseled lower courts to accord a measure of generosity and leniency toward Pro Se victims' paperwork and procedural imperfections to obtain meaningful access to Justice, especially when fighting against more educated, experienced, and corruptible opponents who prey on the vulnerabilities inherent in pro se litigants. Our problems, however, go beyond paperwork and procedure because in our Quest for Truth and Justice, we kicked a hornet's nest, and these pests have viciously overwhelmed us with their relentless stings to subdue us, including deadly venom from the Queen Court to protect herself and her brood, thereby making Your powerful brand of insecticide and epinephrine the exclusive and ultimate means for our relief.

Our case is a BEHEMOTH THAT GREW after filing our Complaint 6 November 2015; accordingly, we are preparing supplemental parties and claims to file in the DC Federal District Court, so we're asking for a waiver of page and word limits for

our subsequent filings Here because our lawsuit is trying to remedy everything at once for judicial economy, consistency, and all that good stuff that comes with consolidation. This helps put us on equal footing with our opponents because each of them gets to enjoy the full limits for presenting their slice of the suit, but for us, without a waiver, it's an unfair disadvantage in that we are being penalized for the complexity of our case, and it's an advantage for each of them to bombard us knowing that we don't have a paper shield big enough to thwart their paper-tiger attacks. S. C. R. 33.1(d).

Having duly extinguished our appropriate legal channels through North Carolina's State court system, as our Court of Last Resort, we beseech Your help for relief from concerted breaching of legal principles to quash our rights: NC is illegitimately rewriting common law and statutory text and defeating the entire purposes of statutes. They refuse to perform their ministerial duties as public servants. They won't let us through the door because their conduct is criminal, and they know it. The NCSC's enforcement of contemptible invalid civil orders of the Disqualified TC judge and refusing to enforce a valid criminal order of the Felony DUI offender are acts of contempt and are not judicial acts: they are the most pernicious form of Fraud Upon The Court (FUTC). The NCSC is purposely ignoring the gravamen of our claims. Coercion is using power or force for gaining advantage over others or to get them to do something that is not in their interest. A judicial order is a form of Coercion through the use of words, but like Albus Dumbledore said, words are

capable of both inflicting injury and remedying it. Where words are the central tool of the Legal Trade in a hierarchy, we need a powerful El Niño to return our drowning, beat-up, stranded, and isolated upside-down turtle back to Square One (or better) of the Pleading Stage.

Normally State Supreme Courts are accorded strong presumptions of impartiality, fairness, honesty, independence, and knowingly and faithfully interpreting and applying the Law, but the NCSC lost their credibility in disposing our case by making the Law and Constitution meaningless. NC judges won't abide their own judicial code, and their ongoing tyranny and collusion forsaking goodness and the welfare of its people in flagrant disregard of constitutional, statutory, and regulatory mandates are not judicial acts.² NC Courts have unconstitutionally

² **Fraud Upon The Court {Redress}** *Bulloch v. United States* said that FUTC is fraud directed to the judicial machinery itself, where the court or a member is corrupted or influenced, or where the judge has not performed his judicial function and the impartial functions of the court have been directly corrupted. *Hazel-Atlas Glass* said, "No fraud is more odious than an attempt to subvert the administration of justice." The COA and NCSC had the power and duty to void the TC's orders because of objective, absolute proof of a "shall" violation in Canon 3D's waiver of Disqualification. The COA's orders are a sham because they are baseless as a matter of law and deprived us of meaningful access to the courts to remedy our injuries. The NCSC fares no better considering *United States v. Ladish Malting*, "Behaving like an ostrich supports an inference of actual knowledge." Justice Scalia said there are three qualities that one presumes in a good judge, and the essence of judicial function is governed by lines: 1. Servant of the law; 2. Scholarship; 3. Demeanor that projects fairness and impartiality, an even playing field and legal arguments that are carefully considered. The Judges, Bar Lawyers, and their clients played a part in the creation of our harms that they subsequently failed to abate, thereby worsening our status and injuries by choosing FUTC as their tactic to defeat our claims. *Herring v. United States* said FUTC must entail: (1) an intentional fraud; (2) by an officer of the court; (3) which is directed at the court itself; and (4) in fact deceives the court. **Legal Gaslighting {Pierced Immunities}** *Mireles v. Waco* held that judicial immunity is pierced when acting in all absence of jurisdiction or for actions not taken in the judicial capacity. Also in *Stump v. Sparkman*, judicial immunity is dependent on the challenged conduct being an official act within statutory jurisdiction. *Wilcox v. City of Asheville* cited, "As long as a public officer lawfully exercises the judgment and discretion with which he is invested by virtue of his office, keeps within the scope of his official authority, and acts without malice or corruption, he is protected from liability." *Saucier v. Katz* held that official misconduct with malice of clearly established rules at the time of

squelched our First Amendment right to Redress and our Fourteenth Amendment Due Process, Equal Protection, and Property rights.

The conscience-shocking details in our case stem from the “Calamity” in our front yard on the sunny mid-morning Saturday of Veterans Day weekend, 10 November 2012, a short and wide residential street near an elementary school. As Jeremy was loading his pedal kayak onto the bed of his truck to go fishing, Rhonda, high and drunk, smashed Senior’s car into Jeremy at 20 miles over the speed limit in the wrong lane, maiming and torturing him, rendering him a triple amputee (double above-knee, dominant hand). Our lives radically changed in an instant. It’s ironic because he came home safely from nine overseas Army deployments during the course of his more than 20-year career, cut short as he made it to the top echelon. I also suffered torture as a bystander from helplessly watching his extreme agony for the better part of an hour in what looked like his imminent death, his blood flowing into the gutter. The miracle that Jeremy lived is what sparked the change of my signature into a smiley face, to remind me to focus on what’s good and important in

the misconduct pierces immunity. *Wilson v. Layne* pierces official immunities for our supplemental 42 U.S. C. §1983 District Court filings suing the officials in their personal capacities. Through Canon 3D, they have violated our constitutional rights to a fair hearing and deprived us of our property. They violated a constitutional right that was clearly established at the time of the violation because the specificity of the mandate in Canon 3D was clearly established at the time of violation: Young’s presiding and issuing orders in all absence of jurisdiction runs afoul of Fourteenth Amendment protections.

Inexcusable Ignorance {Imputed Torts} The private parties are imputed by joint action with government and judges under color of law, see *Dennis v. Sparks* and *Lugar v. Edmonson*. A client’s attorney is cloaked with apparent authority under Restatement Third, The Law Governing Lawyers §27. *Johnson v. Schultz* affirmed the holding that buyers had to bear the loss caused by the misconduct of their own retained attorney. It is a standard principle of agency law that knowledge of a material fact by an agent is generally imputed to the principle. Notice of a fact that an agent knows or has reason to know is imputed to the principal if knowledge of the fact is material to the agent’s duties to the principal, Restatement, Third, Agency §503.

Life. I know that I'm lucky. But I'm not as strong as people think I am because I would probably be dead now had he died. He is my rock. He is my high school sweetheart. We are imprinted onto one another, married for 26 years. The Victim Impact Statements submitted by 30 people, including us, were Exhibits to our Complaint and are dense with factual detail, R pp 378-426. The calamity and its aftermath were so awful that we agreed to limit journaling and taking pictures so that we could forget and shield our grandchildren (should we be so blessed) from the terror and pain, but USAA and NC keeps us mired in misery, torture, and their real fun hasn't yet begun, such as with Depositions: a victim of the Texas Train/Float Parade SGM Tragedy < <http://www.reuters.com/article/us-usa-texas-crash/four-killed-in-texas-train-float-collision-were-u-s-war-vets-idUSBRE8AF01020121116>> personally told me the Hell USAA put them through before getting a confidential settlement, and we still have the wrenching Trial to go through! Another woman told me that after her mother was killed and her Colonel father was injured, he gave up the legal fight with USAA after a decade of getting nowhere. There are mounds of nasty stories about USAA's unfair and injurious settlement practices toward Intended Beneficiaries (IB).

PREAMBLE It's hopeless to win a game (and pointless to play) when the umpires call strikes on our homeruns and call homeruns on the other team's strikes. But to our folly, the NC Courts are also players on the other team because one of our Complaint's generic captions constitutionally challenged the State, though it was really against the NC Legislators' fragmentary N.C.G.S. §7A-308(a)(17), which is

void for vagueness, facially and as applied, and our claim is that NC Courts unconstitutionally manipulate it into a cloak for fraud, a fleecing mechanism operating without authority and against statutes: a scheme for their own ill-gotten gain against The People, which is not a judicial act.³ In retrospect, they have acted

³ **Dirty Money {Certified Statewide Criminal Background Public Records}** To deflect our Judiciary challenge directly affecting the Courts' coffers, the COA dismissed this issue as abandoned for not substantively discussing it in our brief, but Exhibits 8-10 demonstrate the issue's self-explanatory simplicity brought up since the Complaint. (Our NCSC filings further pressed our issues within this document.) The absurd result is that NC Courts charge \$2,598 for one person's certified statewide criminal background public records, with an excessive hand-cramping labor burden of compliance by forcing people to pay \$25 per county, in writing by printing out a form, with a SASE, times 100 counties. So we're effectively blocked from obtaining certified records from the government for a reasonable fee or free, contrary to the State's public record statutes §132-1(a) and (b), and compared to Texas, for example, which charges \$10 for an offline, certified, notarized, statewide (254 counties), name-based record check returned in 10 business days, see Exhibit 11: ## 4, 7, 9, 12-15, and 24. The AG's response to this issue in the Complaint was offering the Courts' website list of unendorsed, non-governmental third parties sellers—without certification authority, thus not court-worthy documents from which to investigate and prepare our case, Exhibit 52. §7A-308(a)(17) authorizes a charge of \$25 for a criminal record search collectible from the clerk of superior court. This statute could be applied in one of three ways, none of which the NC Judiciary uses: (1) \$25 covers one certified statewide criminal records search; (2) each of the eight Superior Court Division Clerks could charge \$25 covering their division totaling \$200 for one certified statewide criminal search; or (3) each of the 50 Superior Court Districts could charge \$25 covering each of their areas totaling \$1,250 for one statewide criminal search. All three of Rhonda's that we paid for came back with errors and omissions. Ordinary citizens can't afford these costs and the social implications, and it can't be the legislators' intent to prohibit access to public information in this way. The NC Judiciary fails the Fourteenth Amendment Due Process requirement of Fair Notice and Separation of Powers by profiting from their own violation of the Law through exploiting a fragmented statute. Our 282P16-2 motion for reconsideration to NCSC included seven graphic outreach posters, Exhibit A19, and was our first direct accusation leveled against the NC Judiciary's control as the responsible party for the unconstitutional cost of obtaining one person's statewide certified criminal records.

Driving While In Prison {Suspended License} Rhonda's driving record also had problems, and the DOT began her license suspension while she was in prison, but the Executive and Judiciary refused to rectify these record issues, too. The COA falsely stated that we didn't raise this issue in the TC, but Exhibit 12 shows otherwise with examples in our Complaint. Furthermore, the AG's office sent us a letter about this statute, Exhibit 13, stating that Rhonda's applicable four-year license suspension is pursuant to §20-19(d) for convictions of Felony DUI §20-141.4(a3). Our correspondence prompting this letter was an inquiry to Rhonda's incomplete and inaccurate public records and asking why she was getting out of prison early. Exhibit 14. A license suspension, §20-17(a)(9), is meaningless if enforced while the offender is in prison for the violation causing the suspension. In NCSC No. 282P16-3, we cited *Reading Law's* "Presumption Against Ineffectiveness" canon of interpretation. Having Rhonda's license suspension run while she is in prison for the offense causing the suspension evades the punishment for the statute's existence, like what if her minimum sentence was decreed for five years? Then no license suspension occurs? That's not right. Every statute is to be read as to promote the ability of the enactment to remedy the mischief at which it is directed. Laws are meant to have effect, but there's none if this punishment is active while the offender is in prison for the crime triggering its enactment. By starting Rhonda's license

exactly as one would expect of corrupted Court Officials who are protecting their illegal revenue-generating scheme, their unethical Family of Lawyers, and the greedy Insurance Industry's interests...and Rhonda Bryant⁴.

ETHOS It's Jenny here, and I'm playing every Wild Card in our Pro Se deck in sheer desperation that you'll end our pain so that Jeremy and I can move on and enjoy life. Chief Justice Roberts, during our first conversation in some room of your work building because of a program spearheaded by Martha-Ann (a military wife), 14 November 2013, I corrected you on a point of law, and you conceded; I learned that you are a reasonable man. Then I used the word "awesome" in a way that made your eyes get wide, which made my eyes get wide because I ruffled your steely mien, and you asked me what I meant by the word "awesome;" I learned that you're a listener who cares about precision in communication. I have attended nearly every oral argument in your Court since January 2014; You⁵ inculcated me into Law, and I still have much to learn about Law and about Life. You are Sentries and Saviors of Law, though occasionally aberrant. But Law is messy as is Life (like a 5-4 split).

suspension while she was in prison makes her punishment shorter than required by Law. Her Felony DUI also comes with no cap for Punitive Damages, and it's not dischargeable in bankruptcy.

⁴ She is a remorseless, habitual, recidivist criminal who, had the State held her fully accountable for prior arrests and criminal conduct, should have gone to prison longer and had her license permanently suspended. Neighbors reported seeing her driving fast through the neighborhood on her suspended license not long after her unlawful early release from prison, so she continued to demonstrate that following the Law is unimportant to her. The efficient functioning of insurance markets requires that insurers receive accurate information regarding potentially insured risks so that, among other reasons, insurers can price their policies accurately; hence, because insurers look at driving records, it's a borderless public welfare issue to demand accuracy in all driving records.

⁵ You = The Court with Justice Scalia. See Exhibit 1, a tribute poem written about my dearly departed Professor and The Court, for he was him in part because of all of You, penned 22 to 24 February 2016 between 9:30 and 10 a.m. in Your Courtroom, titled "Get Over It"

Your Court is the last place that I want our case to be because I fear more loss, which I cannot bear. The loss of my Army Wife Life was like Death. I didn't expect to fall so deeply in love with You: The Court gave me Life in a very real, mortal way. I've drawn Strength from You through a reason to get dressed and go out, through cause for Hope, through access to a free education taught by the best. Your Police make me feel safe. Your Marshal and her Aides make me feel comfortable. You make me feel peace because of the pleasure that accompanies logic and the Rule of Law (order from chaos=sanity). I love everyone who works in Your building. I feel so happy going to and from and being there. I've returned because I believe in Your Virtue and Integrity and Your Love for America. You're crack, I'm hooked, and I feel like I will die without You in my life. I feel like I will die without Justice in our case. I'm not stomaching our lawsuit.

From birth I loved learning Life's Truths. I graduated at the top of my undergraduate (journalism and PR) and graduate (liberal studies) classes, was in *Who's Who* among college students twice as a Freshman and also a research assistant for a casebook on *The Old Man and the Sea* after my first semester. I was an unsupervised school patrol in Grades 5 and 6. I delivered morning newspapers at age 11 and went to people's doors constantly collecting cash subscription fees. I was a stay-at-home mom to a redheaded son, now age 26. I was on Wheel of Fortune. I was a fortnight Sunday newspaper columnist as a military spouse, circulation 50K. I wrote and designed three copyrighted poetry ebooks. I am the

incorporator, President, Secretary, and Treasurer of a nonprofit organization.⁶ I'm a NC licensed life and health insurance agent since 1997, Exhibit 6, passing the test on my first attempt. I'm a lifelong volunteer, leader, and chair of boards, a Coupon Queen, and a State Geography Bee MVP and regional champ with the dumb luck of a "Cheers' Cliff Clavin on Jeopardy" final category question. Other than North Carolina (and Walter Reed, Bethesda and now DC), I lived in Vicenza, Italy, for six years and was born and raised in Canada.

But for the wonderfulness of Jeremy and a select few, my birthday, August 25, was a bad day. One of my doctors left a voicemail for me to call, so I knew it was bad news. It took me hours and several calls to reach her. The results of my sonogram testing for bleeding out of my "wherever" when I'm not supposed to made her suggest a biopsy. Shudder. I don't have Time. I read a letter from my very close friend Krista's mother, Sue, who I haven't made Time to write back to yet, and she stabbed my heart with the news that she was diagnosed with stage 4 breast cancer. Krista died on the Ides of March in 2014 of breast cancer. After the Nats lost, since it was such a bad day, and after swearing not to look at my email to ensure a good birthday, I looked expecting cherry-on-top bad news from the NCSC, and indeed my Life is filled with irony, but despite a sliver of hope for more Time or good news from the NCSC...they abandoned us and forsook The Constitution, harming us and

⁶ Exhibits 3-5: Delaware Incorporation filing d/b/a MØSES, which is a 501(c)(4) inspired by *Citizens United* and Stephen Colbert's satire. It came to Life without a Lawyer, 18 May 2012, in tandem with our son's R.A.D. Super PAC (Raising Awareness of Dihydrogen-Monoxide), also without a Lawyer. This Thanksgiving is the 6th Annual Thanksgiving \$5,000 \$cholar\$ship\$ pledge. Because of the Time and Tragedy Suck of the Calamity and this lawsuit, I'm in terrible arrears in most areas with my corporation, it's suffering, including its website, which desperately needs updating: <www.zmoeses.org>

society unjustly. I have headaches, constant and pervasive worry, anxiety, fear, nervous breakdowns, nightsweats, nightmares, panic attacks, cracked teeth from grinding, marital stress, exhaustion, stomach pain, vertigo, rashes, hives, eczema, flimsy breaking points, public crying, sometimes, Jeremy said, the only time he sees me smile is going to and coming from Your Court. I feel fragile, frail, raw, broken, at the end, suicidal ideation, with no Time to deal with mental and other physical health issues. This lawsuit keeps me constantly focused on pain and misery at least 12 hours most days, and I can't make plans, and it's hard to enjoy anything while tethered to it. I'm neglecting nearly everything and everyone, including my mom and son, and plants, and forfeiting paid and free tickets, events, food, mani-pedis, spouse and caregiver retreats, fun, massages, missing Adam's road-naming ceremony at Fort Bragg. I'm mourning my father's death, which was a month after Justice Scalia's. I'm unable to properly care for myself whilst being a caregiver, forgoing yoga. I need a break, recovery time. I'm existing in overwhelming circumstances, and I feel like I'm dying. I'm just one person. I overheard a group of lawyers having lunch laughing about how one person can't do a lawsuit these days, you have to have a team (to win was implied). USAA and the State are putting us through too much. I'm buried in paperwork. Our filings have been Jackson Pollack plagiarism because Law permits it as a means to refine sound prescriptives and proscriptives, but it took me years to realize that it's the authority accompanying the citation and not the words of reason alone that jurists need to see. I couldn't figure out how to Shepardize. My citations are imperfect. Nothing herein is a first

look because the lower courts in their turn had opportunities to stop the madness. We went to the NCSC for help to fix the corrupt TC, but they're the ones who made us go through the COA's charade. I have to devote resources and buy supplies to comply with Your Rube Goldberg*

*<<http://www.aarongreenspan.com/writing/20130217/petitioning-rube-goldbergs-supreme-court>>

printing requirements because I'm not willing to spend thousands of dollars for the service, which is a Pro Se deterrent that strokes Due Process and Equal Protection arguments. We don't need a Friend *of* the Court; we need a Friend *in* the Court. I need an extension and blown-out limits, please.

Jeremy was a hard worker; he still is: he's Superman and an electronic cyborg still working on recovery and overcoming challenges. He's a good provider with good values, and he is a good husband and father. He joined the Army in May 1991 as an Airborne Infantryman. He swore to uphold and defend The Constitution, willing to die for it and our Way of Life, while NC and USAA turned their backs on him and me under that same document. In 2004 he was selected to Civil Affairs, Special Operations. He deployed to Bosnia, Kosovo, Macedonia, Liberia, Iraq, Iraq, Iraq, Qatar, and Afghanistan. His medals include: Legion of Merit, Bronze Star (2), Meritorious Service Medal, Joint Service Commendation Medal, Army Commendation Medal (6), Joint Service Achievement Medal, Army Achievement Medal (4), Joint Meritorious Unit Award, Army Superior Unit Award, Army Good Conduct Award (7), national Defense Service Medal (2), Armed Forces

Expeditionary Medal, Kosovo Campaign Medal, Iraq Campaign Medal, Afghanistan Campaign Medal, Global War on Terrorism Expeditionary Medal, global War on Terror Service Medal, humanitarian Service Medal, Armed Forces Service Medal, NATO Medal (3). His Badges include: Combat Infantry badge, Master Parachutist, Pathfinder, and Air Assault. He has over 120 logged jumps. His military schools include: Airborne, Air Assault, Jumpmaster, Pathfinder, Air Movement Operations, Civil Affairs (Honor Graduate), Special Operations Language School (Urdu), Warrior Leaders Course (Commandant's List), Advanced Leaders Course (Honor Graduate), Senior Leaders Course, First Sergeants Course (Commandant's List), Join Special Operation Forces Senior Enlisted Advisor Course. He was selected for a Command Sergeant Major of a Battalion, but he wasn't able to accept the position or lateral promotion because of the Calamity. He retired at the end of March 2015. He is in constant pain and always will be. And he falls a lot, even on flat terrain.

I naively expected North Carolina jurists to be like You. It was a grave mistake. I didn't take into account corruption, except for the warnings in Jerry Shelby's book. Shelby is NC's leading expert on Pro Se abuse by NC Courts and insurer malfeasance. His book is a tedious journey spanning 281 pages on 8½" x 11" paper; even so, I was certain such criminality wouldn't happen to us because I was working extra hard to heed his advice and avoid deficiencies in our Complaint. I easily spent 1,000 hours living in the Library of Congress Law Library—libraries—through three configurations because of renovations, exhausting days reading and writing

from open until close with few breaks betwixt, and I spent countless thousands more hours researching on the Internet at home, or wherever I was with my smartphone or a book. Our Complaint with Exhibits and Appendix comprises hundreds of pages, R pp 7-514, to make it as helpful as possible for the nebulous, neutral, future presiding judge who would be looking to the parties for education on our claims and issues. I strived to ensure that our Complaint would survive any Motion to Dismiss because You made me acutely aware of *Iqbal* and *Twombly* standards. Respondents balked and used its size as one of their phony defenses: that it wasn't "short" pursuant to the Rules, ignoring that "short" is a minimum standard, ignoring that our case is solid, ignoring irrefutable evidence and Black Letter Law. They snubbed our facially plausible prima facie claims that showed reasonable inference that Respondents are liable to us for their unlawful conduct. One of the reasons that we are fighting Pro Se is because ours is a slam-dunk case, where our scale is weighted with copious cakes of uranium, while their side of the scale rides high, naked amidst hydrogen. I was studying Trial Law but was thrust into Appellate Law.

PATHOS Jeremy and I are victims of Legal Gaslighting, a psychological torture inflicted when Courts and Lawyers maliciously combine to lie about Law and Procedure through reprehensible nonsense in order to deprive a Pro Se claimant out of rights, property, Truth, and Justice while providing a diaphanous cover for their wrongdoing because they don't expect accountability and oversight. We've been

verbosely candid in all filings, even before the Complaint, such that after each document was written, I thought (alas, for now I know for naught), “*Now* they’ll settle and stop their wrongdoing!” We’re hemorrhaging from this FUTC that is knowingly, deliberately, and inexcusably inflicted and makes us suffer crippling physical, emotional, and economic harms through their unjust conduct of extreme, prolonged, ongoing, oppressive, suppressive prejudice—a conspiracy to deprive us of our personal and property rights for illegitimate purposes. We have been outrageously and unreasonably blackballed from Justice. Our First Amendment right to Redress has been wholesale denied. They are violating the Commerce Clause because we have an Antitrust issue of Boycott and Coercion. In addition, these parties are in contempt for violating a valid court order by allowing a convicted felon to enjoy undeserved freedom by using inequitable rejection of *Reading Law’s* scripture of canon interpretation⁷. It took 17 months of pressure by

⁷ “**GET OUT OF JAIL FREE” Card {Felony DUI}** One way the Executive and Courts have ignored this issue is by falsely asserting that Rhonda has served her minimum sentence through denial that her N.C.G.S. 20-141.4(a3) conviction is a Felony DUI. Under *Reading Law’s* “Title-and-Headings Canon,” p 222, the State allows the fragmented title and heading to override its text, as well as eviscerating the very purpose of “The Motor Vehicle Driver Protection Act of 2006” (R pp 433-473), by absurdly stating that Rhonda’s conviction is not a Felony DUI, first battled over emails and phone calls with the State before Rhonda’s illegal early release R pp 229-242. This posture implies that her conviction won’t count toward a future Habitual DUI Felony. We recited about a dozen different interpretive canon violations affecting our constitutional rights to the NCSC in 282P16-3 covering our whole case, unfortunately without impact. The COA completely skipped this issue, #3, in our Initial Brief, where we devoted 10 pages discussing, *inter alia*, that DPS Regulations expressly forbid Earned Time for Felony DUI offenders! Exhibit 17. At Rhonda’s sentencing hearing, Cumberland County District Attorney Billy West asked for and Superior Court Judge Claire Hill imposed the maximum Active structured sentence of 16-29 months (convicts start their sentences at the maximum, and some are eligible for Earned Time to work down to the minimum; nine months came off the top for Rhonda’s level of probation) as “just punishment” for a Class F Felony DUI guilty plea, with Rhonda’s BAC results proving she was drunk and high at time of Calamity. West said the maximum punishment is just, and Hill wanted her judgment to “bring some closure and be helpful for healing.” Exhibit 18. Structured sentencing eliminates discrimination and unfairness. In the criminal context, N.C.G.S. §15A-1442(1)(4)(5), § 15A-1443(b), and §15A-1446(d)(1)(2) show that NC provides paths for appellate review, lack of jurisdiction, constitutionally invalid procedures,

us to ensure that Justice was served and Rhonda would be held accountable for her habitual, dangerous habits. There is no reasonable basis for the NCSC to deny us relief. They are willfully and maliciously blocking our rights for their own self-interest. The bad actors have blazed a brazen paper trail throughout our Record and have objectively demonstrated their positive and omissive violations, their plain incompetence, and their refusal to rectify their violations; they themselves expose these Truths if You take notice.

existence and showing of prejudice. And for victims, §15A-838 requires victim notification of commuted or pardoned sentences, with **§15A-840 expressly giving us the open right for relief by writ of mandamus as victims to challenge issues like Rhonda's unlawful early release and demand her return to prison.** Article 81B: §15A-1340.11(1), §15A-1345.12, and §15A-1340.13; and Article 84A: §15A-1368 outline the terms of Active punishment and probation for Rhonda's Felony DUI conviction, where Earned Time "may" be reduced down to but not below the minimum term "pursuant to rules adopted in accordance with law." [sic] But because DPS policy forbids Earned Time for Felony DUI offenders, Rhonda can't earn down to the minimum term. Restatement, Third, Torts §14 says that the policies adopted by state regulatory bodies have the force of statutes, and our filings cited DPS's policy, authority, and duty. As soon as the error was discovered, before she was released, but then anytime after and still, efforts for Rhonda's re-incarceration to serve the minimum terms of the lawfully issued and uncontested sentence should have been made without delay. It's a mandatory function, not discretionary. An unjustified delay offends The Constitution's guarantee of Public Justice once the sentence has been imposed. The reason and length of this delay is unjustified. The Executive and Judiciary have the Duty to execute the full minimum terms and corollary implications accompanying the sentence. Why is Rhonda Above the Law? Our right to pursue happiness is quashed while we pursue rectification for the breach of expected Just Deserts. The State disgracefully abrogated their duties to us, the Constitution, and the Public, which is not a judicial or official act. This conduct violates a valid Court Order and the Judicial Code. Like USAA, the NC Courts are counting on us giving up as if it's their duty to drain, wear down, confuse, and hassle us into submitting to their injustices. In the wake of the Calamity, it's cruel, egregious, and excruciating to force us to fight this ersatz lawsuit and the legal principles for which it stands. A valid sentence confers enforceable rights to every member of society because we all have an interest to see it enforced because the rule of law, equal protection, public safety, obligation not to remain silent with government abuse of power, and arbitrary standard protecting certain individuals from due punishment above the law connect us. The Executive and Courts have a duty to recognize Rhonda's Felony DUI orders, and a duty to refrain from conduct that obstructs enforcement of the judgment. Failure to enforce DUI endangers public safety. People can't avoid drunk drivers, so it's up to individual States to incentivize deterrence. Rhonda's illegal sentence abridgment hasn't left us in a state of repose. **Qui Tam {Private AG}**

The coram non iudice TC Hearing is where we unwittingly experienced the first judicially imposed constitutional black-letter violation: a Fourteenth Amendment Due Process civil structural error.⁸ Reuben Young, the judge, aught jurisdiction,

⁸ **Kangaroo Court {Disqualified and Void}** Young didn't obtain jurisdiction over our case because he violated Canon 3D of The North Carolina Code of Judicial Conduct, remittal of disqualification, which places the burden on him to ensure that he has secured the waiver requirements for Canon 3D's path to jurisdiction to hear and rule on our case through a written agreement signed by all parties independently from the judge's participation stating that it's on the basis of his disclosure that he is no longer disqualified. There is no such document in existence. Young usurped authority and erroneously disposed of our property and numerous other civil rights, while the Bar Attorneys and the imputed parties they represent, and the NC Appellate Courts refused to question or act upon the nature of our vociferous challenges. Their primary mode of conduct has been to ignore the gravamen of our issues. Nothing we do or say matters because they are determined that we lose, and they don't seem to fear review by this Court. Young orally asked us for a waiver of his disqualification in open court because he used to work as one of the parties we were suing, the DPS Secretary. Now I say this: a judge who has to ask, shouldn't ask, and should disqualify himself, especially with a Pro Se party who is clueless about the implications. The transcript shows that I said "No objection." And it shows that Jeremy didn't say anything, Exhibit 19. 3D requires a written waiver to be made part of the Record, and it's not because it doesn't exist. My oral consent didn't consider whether Young's potential disqualification was immaterial or insubstantial. It was Young's responsibility, not ours, to ensure jurisdiction because the code is for his compliance, not ours, and we discovered it after the dismissals. This gave us grounds to seek an appeal in a higher court, but the COA and NCSC disavowed that option, for example see Appendix A11, where I wrote a last-minute note on the first page of the NCSC Bypass Petition alerting the fact of the 3D violation. Young offered us incomplete disclosure: as a former counsel to an ex-governor, he earned the moniker "Sgt. Schultz" from Carolina Journal, Exhibit 20, because his dishonesty was apparent in his Deposition, where I learned he was a former insurance defense attorney, Exhibit 21. *Arbaugh v. Y & H Corp* said that a lack of Subject Matter Jurisdiction can be raised anytime, can never be forfeited or waived, and all courts have an independent obligation to determine whether it exists, even in the absence of a challenge from any party, and it's a readily administrable bright line. After the Dismissals, my former dean who taught me Media Law wrote, "unfortunately appeals court judges in North Carolina are former lawyers for the insurance companies. Surely that's who funds their election campaigns. I always read the bios of who's running for NC appeals court." Canon 3D objectively defines a specific standard that explicitly conveys to a judge a definitive warning about prescribed conduct and jurisdiction when measured by common understanding and practice. NC Courts acted in defiance of the goal of maintenance of the established set of professional judicial standards in place to ensure the fitness of the judiciary. That standard wasn't met in our case, and NC appellate courts have proven themselves an unfit judiciary. Violation of Canon 1, failed to uphold the integrity and independence of the judiciary and maintain and enforce high standards of conduct. Canon 2A failed to respect and comply with the law and to act in a manner that promotes confidence in the integrity and impartiality of the judiciary. Canon 3A(1) by being unfaithful to the law (4) not according us the full right to be heard, and (5) not disposing our business promptly. Canon 3B(1) failure to discharge judicial administrative responsibilities (2) judges' staff and court officials didn't ensure that the judges observed standards of fidelity and diligence (3) failure to initiate appropriate disciplinary measures against judges and lawyers for unprofessional conduct of which the judges were aware. These fundamental violations are not judicial acts, and after being informed they persisted their misconduct in flagrant indifference to the obligations of judicial office. This type of dishonesty strikes at the heart of what the judiciary should be: impartial arbiters of the truth who

issued three void ab initio dismissal orders with prejudice to three discrete parties for all of our claims against each of them. At about 10 a.m. when the Hearing was about to start, a Lawyer essentially dropped dead about 10 feet directly in front of us, so the court's commencement was delayed an hour.

<<http://www.fayobserver.com/d4503930-21b1-5071-b825-5d28486eb1b7.html>> I freaked out and bolted out of the courtroom, where outside an onlooker said it was a bad omen. After 11 a.m., Young was dismissive toward us from the start. He refused to listen to our one-minute oral appeal to be heard early because we wanted our case to be adjudged on the papers only and skedaddle considering our long drive back home,

avoid even the shadow of impropriety. It's constitutional disqualification. Judges who don't respect the rules don't respect the public. Canon 3D is a critical safeguard of fairness and was unapologetically disregarded. Purposely ignoring the absence of jurisdiction is contempt. The jurists and officials are criminally guilty of Misconduct in Public Office §14-230 Willfully failing to discharge duties. Canons have inherent power, and the NCSC said in *State v. Ashe*, 314 N.C. 28, 39, 331 S.E.2d 652 659 (1985) "when a trial court acts contrary to a statutory mandate and a defendant is prejudiced thereby, the right to appeal the court's action is preserved, notwithstanding the defendant's failure to object at trial." The dissent said, "where the trial judge is by statute expressly required to do or not to do a certain thing and violates the statute, this error can be reviewed, even though the defendant did not object at trial. I have no quarrel with this statement of the law." The COA passed on Young's 3D violation because we didn't raise the issue with him. But N.C. R. App. P. 10(a)(1) automatically preserves the appeal issue of whether the TC had jurisdiction over the subject matter without a ruling from a request, objection, or motion presented to the TC. Also, Respondents complained that we didn't raise this issue in our "Proposed Issues on Appeal," but 10(b) and (c) don't limit the issues an appellee may argue in its brief to those issues listed in the record on appeal, as expressed in *Timber Integrated Investments v. Welch*, unpublished COA No. COA13-1034 (2014) pp 17-18. *Baker v Varser*, said, "The jurisdiction of a regular judge of the Superior Court over the subject matter of an action depends upon the authority granted to him by the Constitution and laws of the State, and is fundamental...And objection to such jurisdiction may be made at any time during the progress of the action. This principle is enunciated and applied in a long line of decisions in this State...The instant that the court perceives that it is exercising, or is about to exercise, a forbidden or ungranted power, it ought to stay its action, and, if it does not, such action is, in law, a nullity...If there be a defect, e.g., a total want of jurisdiction apparent upon the face of the proceedings, the court of its own motion, 'stay, quash, or dismiss' the suit. This is necessary to prevent the court from being forced into an act of usurpation, and compelled to give a void judgment." Abiding void orders is also tortious interference with our contractual property rights. *Weaver v. Mass* allows us to presume Young's bias because he conceded the appearance of disqualification, Canon 3D requirements weren't met, and the burden was on him before reaching merits and issuing orders; thus, disqualification follows automatically. Also see *Velardo v. Ovitt*: disqualification for a Judicial Code violation, *Liljeberg v. Health Svcs. Acq. Corp.*: Disqualification with vacatur as the proper remedy. *Hodge v Hodge* said, "Orders issued by a court without jurisdiction are void, and we are under an affirmative duty to vacate void orders without reaching the merits on appeal."

but he scheduled us last, which is of course his prerogative. Before he sent us on our way to nervously wait all day, he brought up his bias as a former DPS Secretary, one of the captioned Respondents, and asked if we would waive his disqualification. Our hearing started after 4 p.m.; Young didn't accept my request to be judged only on the papers. I don't like to admit that I'm not very good at oral speaking and tend to choke under pressure. Writing is more reliable. I can't battle arguments in Law without resources to look things up. Young shut us down several times and was inaccessible, Exhibit 22, and he accepted an ex parte binder from USAA that was not offered for our inspection. It all just felt wrong. The lies that came out of the Defendants' mouths and became grounds for the dismissal orders are gonzo. The orders that came out of the COA are worse. So Jeremy drove us home while we were both sick from the day, drained from the precedent worrisome weekend, and nervous driving in the dark.

USAA's advertising impersonates (with tiny disclaimers) that they are the military's insurance protecting servicemembers and their families; Exhibit 23 is one of their typical target ads capitalizing on the military ethos to engender trust, and Exhibit 24 is a collage of ads showing how they try to capitalize on these purported shared values. But USAA left us behind while admitting clear liability of two of their tortfeasor policyholders, Senior, the Owner, and Rhonda, the Driver.⁹ At the Calamity, a

⁹ 1=4⇒2+2=5 {*Automobile Liability Insurance~Antitrust*} Moral Hazard {*Agency Capture*} Senior and Rhonda are both named insureds with distinct rights and duties in their respective capacities as Owner and Driver, i.e., they have entirely separate rights covered under the contract as promisees. This comports with Restatement, Second, Contracts §9 and §10, when there are more

promises than one in a contract, a promise may be made to some or all of them as a unit, whether or not the same or another performance is separately promised to one or more of them. USAA splices the Driver's and Owner's discrete liabilities to each Jeremy and I, which wouldn't have happened if the Driver and Owner had different insurers, and we would have received our full \$120K due insurance proceeds five years ago without inconvenience. In NC, the insurance follows the car, and when damages exhaust the Owner's limits, then the Driver's policy (or UM/UIM) is triggered. *Progressive American Ins. Co. v. State Farm Mutual Automobile Ins.* settled a coverage battle between two different insurance companies and held at the very end that the owner (named such on the vehicle's legal title) provides primary coverage, and the driver's policy provides excess liability coverage: both policies provided coverage for the one accident. *Roberts v. Hill* said an owner, at his peril, for any resulting injury proximately caused by his entrustee, is liable for his own independent negligence and wrongful breach of duty in entrusting his automobile to one whom he knows or should know is likely to cause injury. In *Iaquinta v. Allstate Ins.*, the Wisconsin's COA said, "Because Negligent Entrustment arises out of an act of negligence that is separate from the negligence of the entrustee and doesn't arise vicariously or through imputation of negligence, both the negligent entruster and the entrustee are actively negligent. Thus...Allstate must provide coverage, up to the stated limits to both..." and USAA must provide coverage up to the stated limits for both Bryants as the Driver/entrustee and the Owner/entrustor. USAA denies that Senior as Owner and Rhonda as Driver have discrete liability coverages, but we wouldn't have been forced into a lawsuit if the Driver and Owner had different insurers, A and B, and we had insurer C. In this example, the Owner's coverage, Insurer A, extinguishing their duty to both their policyholder and victims, would have tendered \$30K PL for Jeremy and \$30K PL for me because insurance follows the car, thus triggering Insurer B's duty to tender the driver's coverage to settle \$30K PL for Jeremy and \$30K PL for me because our damages exceed \$60K each. B's liability was established by everybody's eyeballs at the scene, the police report, and by her guilty plea and Felony DUI conviction. If B refused to pay, then our Insurer C might have paid us UIM and went after B using §20-279.21(3)b "...For the purpose of this section, an 'uninsured motor vehicle' shall be...there is that (bodily injury liability) insurance but the insurance company writing the insurance denies coverage thereunder..." Or A, B, and C might have sought the same Declaratory Judgment (DJ) that we did (and the TC refused to consider, spurning the DJ Act's §1-257, etc.). Our Complaint's introduction said, "We pray the Court mix and match the facts within the various captions herein as necessary to understand the complete story, or whole picture..." R p 14, and we captioned an entire section "Declaratory Judgment that the Number of Occurrences in Negligent Entrustment is at Least Two, Exhibit 27. USAA looked for ways to deny coverage instead of ways to find it, expressly misrepresenting that the Driver and Owner aren't independently covered under their one policy. USAA disputes the number of occurrences triggering insurance. In *Mitsui Sumitomo Insurance Company v. Duke University Health System*, the Fourth Circuit (unpublished and non-precedential) extensively discusses "occurrences" and how the NCSC has and would treat them: NC courts have adopted a cause test to determine how many occurrences an event encompasses. Under this type of test, the number of occurrences is determined by the cause(s) of the resulting injuries. The TC refused to address this issue despite our assertion that USAA is in Bad Faith for not tendering the \$120K on two occurrences to cover both of their policyholders, Exhibit 28, and USAA conceded, "There's one policy that covers two different individuals." ALI §41 says the number of accidents or occurrences are determined by the reference to the cause(s) of the bodily injury, property damage, or other harm that forms the basis for the claim, and when the Owner and Driver have concurrent, independent, overlapping insurance coverage, it's not true "excess" insurance. Or in the alternative, insurance follows the car: the owner is the primary payer, and the driver's insurance is secondary when the victim's damages extinguish the owner's policy limits. This ensures that IBs aren't worse off because we are eligible for coverage under more than one person's policy to obtain the full benefits of all policies that provide coverage. Our pre-litigation letter to USAA, Exhibit 37, gave explicit notice describing their Bad Faith toward us. USAA admitted that we have a cause of action against both of their policyholders, Exhibit 43. But by the time we gave USAA their last chance to do the right thing, it was too late to hire a lawyer who

was willing to take our complex and catastrophic permanent injury case, and besides, they informed us, Bad Faith is impossible or takes forever in the NC Courts despite common law and well-crafted statutory laws giving us a private right of action. USAA and the Courts are unreasonably withholding our due insurance property because there's no genuine coverage dispute over who two are liable, who two are harmed, and when payment became due. Insurers have two major obligations: issuing sound policies, paying valid claims on time. The fundamental goal of antitrust is to protect consumers in the relevant market from exploitation of unfair transfers of their wealth to the firms with the market power instead of increasing the total wealth of society. The fact that USAA holds the money and engages in something it does every day, claims adjusting, whereas we are novices, further adds to the imbalance. Extorted property that is stolen by insurers with the market power who have judges on their side means that honest insurance companies can't compete with ones who cheat consumers. A refusal to deal increases USAA's market power when courts illegally allow them to unfairly deny, delay, and underpay valid claims, thereby making the playing field more unlevel in favor of already unfairly advantaged insurers. They have violated the Commerce Clause, art. 1, §8, Cl. 3, through concerted, unreasonable restraint of trade on interstate commerce through boycott and coercion. *U.S. v. South-Eastern Underwriters Assn.* held that the Sherman Antitrust Act applies to the Insurance Industry, and the McCarran-Ferguson Act removed federal oversight of State Insurance Regulation except in cases of Boycott, Intimidation, and Coercion. Jenny's 2nd claim letter suffices as proof of Bad Faith because it eliminates USAA's claim of misinterpretation of the first claim attempt letter. We kept the letter simple because we didn't know what they knew, and USAA had waived proof of Jeremy's injuries. At that time, had USAA responded, we would have accepted \$60K because we didn't know about Negligent Entrustment.

Duty to Settle & Duty to Defend {Bad Faith Toward Bryants} All In {Excess Judgment}

USAA's Bad Faith toward us and toward the Bryants puts USAA on the hook for the full excess judgment assessed against Rhonda and Senior because USAA's conduct blew out the legal lock of policy limits. Pro rata is fair apportionment because of USAA's insistence that \$60K covered both Bryants' liability to both of us. USAA had reason to foresee an excess judgment but refused to extinguish their duties through tendering of the actual PL. Cheatwood also cheated Senior and Rhonda out of USAA's coverage and defense for his gain because USAA didn't extinguish their Duty to Defend. Cheatwood should have tried to secure the \$120K as a prerequisite to defend them. Restatement, Second, Judgments §56 says, "A contract whose performance is intended to benefit a third person simultaneously creates obligations to the IB and to the promisee for performance of the promise." Restatement, Second, Contracts §351 confirms that it was USAA's peril not to settle for PL and risk a court judgment. See ALI Restatement of the Law Liability Insurance Proposed Final Draft §27. *Crisci v. Sec. Ins. Co. of New Haven, Conn.* said insurers should suffer the detriments of their decisions. USAA on the hook for punitive damages because of their Bad Faith conduct. The NCSC said in *Wilson v. State Farm Mut. Auto. Ins.*, "The purpose of compulsory motor vehicle liability insurance is to compensate victims who have been injured by financially irresponsible motorists, and in some cases the injured party has a claim against the motorists' insurance carrier." A "case in which a carrier wrongfully refuses to defend its insured or wrongfully refuses to settle the claim and damages are recovered against the insured in excess of the coverage...the insured has been damaged and has a claim against the insurer. We are true third parties/strangers with respect to the contract's duty to settle and defend the Bryants. USAA's failure to pay us policy limits and other conduct exposes them to separate and additional damages for their Bad Faith torts toward us. USAA has a duty to indemnify each insured, see ALI §39.

One On One {Boycott} The plain language, natural reading, and ordinary interpretive principles of the word "boycott" in the McCarran-Ferguson Act, 15 U.S.C. §1013(b) contradicts the holdings in *St. Paul Fire & Marine Ins. Co., v. Barry and Hartford Fire Ins. Co., v. California*. Reading Law's "Surplusage Canon" says to give meaning to every word if possible, and none should be ignored or needlessly be given an interpretation that causes it to duplicate another provision or to have no consequence, pp 174-179. If I, alone, can Boycott USAA, then they, alone, can Boycott me. Can a Boycott be performed by a party of 1? Yes, that's the reason for the "repetition" because it's not mere

police officer told me to hire a Lawyer because since we had the same insurer as the Bryants, USAA would underpay us, which is one of the reasons that I've repeatedly insisted that they correspond with us in writing. USAA has never disputed that our damages exceed policy limits (PL). For 32 months USAA insisted that their \$30K PL offer was the maximum available coverage for our four claims, until our NCDOJ complaint when USAA finally, officially recognized my bystander claim and offered us \$60K as the new total available PL, which is still half of what they owe us under the Owner's and Driver's PL. It's not unreasonable for us to expect USAA to easily and quickly settle and tender the real total of \$120K PL for all four of our claims because every other legal claim that we've had to make in the wake of the Calamity was simple and swift, which was a surprisingly positive aspect considering the notoriously burdensome labyrinth of bureaucracies; it attests to the fact the Jeremy's legs won't grow back, so there is no reason for undue delay of expected benefits under the contract. For example, the Genuine Military Insurance, TSGLI, discharged its duties without hassle in Good Faith by paying the capped-out \$100K PL three months after the Calamity, which we deposited into our investment vehicle, Exhibits 25-26, where it remains accruing while we're in Limbo because of this lawsuit. See <<https://www.benefits.va.gov/insurance/tsgli.asp#>> and note that

emphasis, it is to clarify individual rights. The strict textual reading says that USAA can boycott us through an agreement involving another entity OR an act alone. The disjunctive "or" and repetition underscores the scope of a universal spectrum Congress intended that in addition to concerted conduct, USAA can boycott us by acting alone (and we, alone, can boycott them), that a one-on-one boycott constitutes a violation of The Sherman Act. USAA boycotted our claim attempts. Then after filing, USAA combined with the Courts to boycott our claim attempts. See also 15 U.S.C. §1, §15, and §22, the latter demonstrates that only a Federal District Court may hear our Antitrust claims against USAA acting alone and in tandem with Respondents and NC Courts.

{Removal} Van Dusen v. Barrack.

the loss of a thumb pays the same \$50K as an above-the-wrist amputation or an above-the-ankle amputation. USAA's five-year and counting delay is costing us more than NC's statutory 8% simple interest remedy because our investment vehicle would have yielded us about \$30K more in compound interest to date for that \$120K had it been timely paid (available for ex parte inspection).

USAA and the Courts thrive on perpetrating the "Third Party Hoax," a Red Herring strategy common in most states used to cheat IBs by disclaiming that the duty of Good Faith and Fair Dealing is owed to IBs before there is a judgment issued against the policyholders. USAA obfuscates an IB "third party" who has privity with the contract and conflates us with a true "third party" who doesn't have inherent privity, thereby illegally insulating insurers from any IB bad faith claims-handling abuses prior to a fixed judgment against the tortfeasors.¹⁰ A final judgment that

¹⁰ **Going to Court Is A Last Resort {No Precedent Judgment Requirement}** Policy favors private settlement of disputes. USAA has used the irrelevant and uncontrolling *Wilson v. Wilson, inter alia*, to deprive us of our due property and Bad Faith claims, see Exhibit 29. USAA conflates "third-party beneficiaries" with "third-party intended beneficiaries" to deny us privity of contract and to demand a judgment against the Bryants before Bad Faith can exist at all between us and USAA. Our Complaint explicitly discussed our privity rights. Aishah Wilson wasn't ever an "intended beneficiary" because she was trying to make an interspousal claim, as wife-passenger to her husband-driver, which is excluded from coverage in most if not all states, so she is a true "third party" outside of the contract, which doesn't apply to us as intended beneficiaries. USAA's *Wilson* citation supports our rights, "when a [p]laintiff is neither an insured nor in privity with the insurer...a private right of action under N.C.G.S. §58-63-15 and N.C.G.S. §75-1 may not be asserted by a third-party claimant against the insurer of an adverse party." Our rights and status are derived and conferred by statutes for automobile liability policy enforcement that flows directly from insurers to victim IBs. N.C.G.S. 20-279.21(f)(1) and (2) of the Vehicle Financial Responsibility Act of 1957 (FRA) are oddly repudiated by USAA and NC Courts because these statutes instruct, "the liability of the insurance carrier with respect to the insurance required by this Article shall become absolute whenever injury or damage covered by said motor vehicle liability policy occurs..." and "The satisfaction by the insured of a judgment for such injury or damage shall not be a condition precedent to the right or duty of the insurance carrier to make payment on account of such injury or damage." Most states have this exact or similar codification. In *Alford v. Textile Insurance*, the NCSC said, "It may be conceded that the Legislature intended to provide protection for those injured

exceeds policy limits merely furnishes an inference that the value of our claim is equivalent to the amount of the judgment, but our case doesn't need a judgment to forecast the undisputed driver and owner liabilities and that our damages exceed \$60K apiece, hence our Complaint's DJ request for \$120K PL. Reducing a claim to a judgment is an option, not a prerequisite. We sought judicial assistance to enforce USAA's performance according to justified FRA contract expectations of treating us with Good Faith, but the NC Courts made our lives much worse.¹¹ It's a hoax to use

by the negligence of an operator of a motor vehicle...By express language liability attaches to the insurer at the very moment the insured becomes liable. Insurer is not required to await the rendition and satisfaction of a judgment by the insured as a condition precedent to its duty to make payment on account of loss or damage..." *Nationwide Mut. Ins. Co. v. Baer* said, "Under the Financial Responsibility Act, all insurance policies covering loss from liability growing out of the ownership, maintenance and use of an automobile are mandatory to the extent coverage is required by G.S. §20-279.21. The primary purpose of this compulsory motor vehicle liability insurance is to compensate innocent victims who have been injured by financially irresponsible motorists." Requiring a judgment first is dilatory, contrary to law, and only benefits insurers. The mandatory requirements of the FRA support that Senior and Rhonda are each covered for their own discrete PL. The plain language of the policy covers Senior for his ownership liability, and Rhonda for her use liability. Our claims are assertions of existing, enforceable rights to payment from USAA that arose prior to and are not contingent upon obtaining a judgment, thus USAA owed us a duty of Good Faith and Fair Dealing upon the triggering event of the Calamity.

¹¹ **Chapter 75 and §58-63-15(11) {Insurer Bad Faith Claims Handling}** *Murray v. Nationwide Mut. Ins.* is a controlling precedent, which says the injured victim is the intended beneficiary with privity, and our rights against USAA are derived through statute because of mandatory insurance, becoming absolute upon occurrence, and the holding doesn't say that a judgment is required first before we can sue USAA under Chapter 75, just that the existence of a judgment demonstrates damages. An Unfair and Deceptive Trade Practice (UDTP) claim has three elements: (1) an unfair or deceptive act or practice (2) in or affecting commerce, and (3) which proximately caused actual injury. "If an insurance company engages in conduct manifesting an inequitable assertion of power or position, that conduct constitutes an unfair trade practice...In short, §75-1.1 is a remedy in the nature of a private action for the conduct described by and in §58-63-15(11)...Damages arise and flow from the event causing injury. Under our case law, an injury suffered may provide for both a cause of action sounding in common law (or as provided by statute), and simultaneously constitute conduct which is an unfair and deceptive trade practice." USAA without any just cause in Law refused to pay our claims in violation of their duty to us as third-party intended beneficiaries under the Bryants' coverages. The *Wilson* rule is not applicable to us because we are intended beneficiaries in privity with the contracts. USAA wants to make the umbrella of one policy that covers three named drivers function unnaturally. What if all three Bryants in three separate cars simultaneously drove into Jeremy? Would the policy limits to cover those three reckless drivers, each covered under the umbrella of one policy, be limited to pay Jeremy just \$30K? Who would dispute that Jeremy would be entitled to \$90K if those three drivers had three discrete insurers? "The victim's rights against the [liability] insurer are not derived through the insured, as in the case of voluntary insurance [such as

a fraudulent mischaracterization of “Third Party” because IBs are in privity with the contract at the moment of the triggering event, and IBs are owed a duty of Good Faith before a judgment against the policyholders; indeed, there need not be any lawsuit against the policyholders to maintain a Bad Faith suit against insurers for breach of contract and tortious conduct in certain circumstances, such as ours. Requiring a judgment first is a fictional assertion that our rights for a Bad Faith suit against insurers derive from the policyholders. Insurers’ primary Bad Faith tactics are to delay, underpay, and not pay by generating high levels of consumer confusion, especially regarding claims handling and the “Third Party” label.

UIM coverage]. Such rights are statutory and become absolute [as to the liability insurer] upon the occurrence of injury or damage inflicted by the named insured, by one driving with his permission, or by one driving while in lawful possession of the named insured’s car.” “The injured party in an automobile accident is an intended third-party beneficiary to the insurance contract between the insurer and the tortfeasor/insured party.” “In its discussion of the various factors which might constitute aggravated conduct, the Robinson court observed the unfair and deceptive acts described in §58-63-15(11), and other factors such as “bad faith refusal to settle in a timely manner,” and “no [legitimate] basis upon which to deny [the claim]...bad faith refusal to provide insurance coverage or to pay a justifiable claim may give rise to a claim for punitive damages.” Our Complaint listed most of the non-exhaustive list of examples from §58-63-15(11) of USAA’s Bad Faith toward us. Our Complaint’s interrogatories that we asked from USAA demonstrate their Bad Faith conduct toward us, and their unwillingness to treat us in Good Faith in violation of Chapter 75, which grants us a private right of action for their Bad Faith refusal to deal in restraint of trade, and also asks USAA to explain their First Party Bad Faith why our premiums more than doubled after the Calamity, Exhibit 30. Exhibit 31 is an example from the Complaint where we gave USAA Fair and Sufficient Notice of their Bad faith with our claim attempts, unnatural “contemporaneous” language, two occurrences, unanswered second clarification Jenny’s bodily injury claim letter, our pre-litigation letter, warning of excess judgment, and their groundless and malicious position of offering \$30K to settle four claims. Exhibit 32, the NCDOT’s “A Consumer Guide to Automobile Insurance” doesn’t support USAA’s more than doubling of our premiums after making the truck claim in wake of the Calamity. Exhibit 33 is part of Jenny’s victim impact statement read at Rhonda’s sentencing hearing and was included in the Complaint to demonstrate USAA’s Bad Faith refusal to acknowledge and process my claim attempts as a bystander victim. Jenny’s second bodily injury claim letter to USAA, Exhibit 36, is unacknowledged to this date by USAA and NC Courts. *Stoneridge Investment v. Scientific Atlanta* said an omission of material fact by one with a duty to disclose means no proof of reliance is needed. Establishing the exact dollar above policy limits isn’t prerequisite for trial or disposition of our Bad Faith suit against USAA for unfair claims handling under §75. Bad Faith is the tortious denial of the existence of insurance coverage, and USAA’s first “PL” offer, Exhibit 34, was their first instance of Bad Faith that continued and worsened. We shouldn’t be worse off as a result of being the intended beneficiaries of multiple policies.

The State secured their dismissal on Sovereign Immunity grounds by claiming that we asked them for money, but Exhibits 46 and 47 and our Complaint proves that was a lie. We demanded that the State perform their official ministerial duties, for which they had no discretion yet unconstitutionally refused.¹² Money is the last thing we care about because there is no monetary equivalent to the Justice felt when a criminal serves the full, legally-ordained minimum term of her sentence.

I'm not calling Junior a murderer, but the one man identified in our house burglary is, Exhibit 51, and I'm planning to visit him to find out who his accomplices were. Junior didn't know that I had a preexisting GAD condition, see Restatement, Third, Torts §31, and his threat, a federal crime and a tort, inferred from his words and conduct, arouses great fear in me. He's a menace, and the timing and nature of his message makes his connection to the threat on our mailbox inescapable.¹³

¹² **Naked Emperor Ignores (*non-pecuniary*) Payable Duties {Sovereign Immunity}**

Restatement, Second, Judgments §25 says, "Pleader is expected to demand any and all remedies suited to the case." We shouldn't be penalized for asking for relief for what we don't know is legally available to us. In 4.1 *Drafting the Complaint* (2015) by Jeffry Gutman, Shriver Center, "The request for relief should also contain a catchall request for "such other and further relief as this court may deem just and proper...the important principle is to be broad and inclusive in the prayer for relief. Do not leave anything out." Sovereignty involves the legitimacy of a government action. NC acted illegitimately and thus has no sovereignty for its anti-constitutional conduct and failing to exercise their democratic responsibilities.

¹³ **Smoking Gun Points To Threat {Junior}** Nobody else but Junior would have etched that white-lettered threat on both sides of our mailbox. Restatement, Third, Torts §17, circumstantial evidence. Junior versus random/fluke/coincidence: (1) timing of his mother's sentence (2) the words denote anger and threat (3) his habit and character of his criminal record conforms to the act (4) he's been seen walking down our street (5) nobody's ever seen similar vandalism in that neighbourhood or on the Internet (6) no one else has motive (7) neighbors his age think he did it (8) he offered no defense or alibi (9) the act conforms with expected conduct of someone his age (10) everyone else is disgusted by Rhonda's conduct (11) and my medical history of GAD exacerbates my fear. Junior is a dangerous, recidivist criminal with a history of guns, drugs, and burglary. Restatement, Third, Torts

Veronica McClain is my Copyright, U.S. Const. art. 1, § 8, Cl. 8, First Amendment Free Speech, contract, and default Respondent who is overdue for excision from our suit.¹⁴

Another Fourteenth Amendment Equal Protection claim that we set forth in the Complaint was the current North Carolina Pattern Jury Instructions for Loss of Consortium for civil cases, which uses *Nicholson v. Chatham Hospital* for authority.¹⁵ Exhibits 48-50.

Why did the NCSC dismiss our Notice of Appeal? Exhibits 53-60 show that it was timely and the docket fees were paid. We asked, but they wouldn't give us any reasons to defend against or an opportunity cure defects.¹⁶

§4 said a scratch to our property is physical harm and §29 said the manner of harm is irrelevant to scope of liability.

¹⁴ **Publication By Default {Copyright/Free Speech}** She ignored her summons, and the NC Courts ignored my requests for her default judgment. She is unique in our Complaint because hers is the only one that is captioned with just me as the Plaintiff, and she is the only Defendant from whom I sought no costs or damages, simply a contract rescission so that I can legally publish our story fully and transparently on my blog. Our words belong to the public domain and don't belong to her under Copyright Law. Her "Do not publish" clause is invalid and unenforceable, but I remain constrained by a legal contract and her refusal to consent to publication. Refusal to enter this default judgment is a Redress, Due Process, Free Speech, and quasi-Copyright violation.

¹⁵ **Two Elements {Loss Of Consortium}** It's unconstitutional and needs overturning because only one recovery is allowed, but we each have a discrete bodily injury claim and a loss of consortium claim. R p 72. The AG falsely stated that it wasn't brought up, and the COA falsely repeated that lie. We made an underinclusive claim of a suspect classification with the effect of reducing damages and jury prejudice because Jeremy and I are two legal entities and not "one flesh." See *Reed v. Reed* and *Frontiero v. Richardson*. 1W Blackstone Commentaries at 442 said, "By marriage, the husband and wife are one person in law; that is, the very being or legal existence of the woman is suspended during the marriage, or at least is incorporated and consolidated into that of the husband."

¹⁶ **Enigma: Malicious Mischief {ex mero motu Notice of Appeal's Dismissal}** What are they trying to do? Remove our jurisdiction from you? Is it an attempt through mooted to purge the AG's and court clerk's Fourteenth Amendment Due Process civil violations against us by filing and

If there shall be windfall, than it shall fall on the side of the victims and damages to the perpetrators shall not be mitigated by the good graces of others. The Collateral Source Rule (CS) limits of “billed amounts” versus amounts “accepted for payment” are a move by insurance companies to limit their payouts, and this is an issue because we stand to lose millions of dollars in damages from NC’s 2011 enactment of Evidence Rule §8C-414, which unconstitutionally abridges our right to recover full damages.¹⁷

I am hijacking this Application from Jeremy by using a Special Power of Attorney, in part to see if You will recognize me as a legal pro-bono attorney, Exhibit 2.¹⁸

accepting, respectively, a jurisdictionally time-barred document with an absolute limit in the Rules, where we cited Justice Thomas in *Manrique v. United States* because courts don’t have the discretion to overlook such errors at least when it is called to their attention because it’s not harmless? The NCSC fueled injustice instead of preventing it, which is not a judicial act. Note that the COA filing was returned in my SASE, but the filing timestamp was a piece of paper cut out and taped on. The COA’s Orders, Appendix A21, are staggeringly incoherent.

¹⁷ **Iron Curtain {Collateral Source Rule}** Collateral Source (CS) is a bright line concept. *Black’s* (319) says when an injured party receives compensation for the injuries from a source independent of the tortfeasor, the payment should not be deducted from the damages that the tortfeasor must pay. Insurer interference pervades State governments and has bastardized the doctrine described in *The Propeller Monticello v. Mollison*. States and Circuits have split into three camps that can’t coexist: (1) benefit of the bargain: full amount billed including write-offs, which underpins CS doctrine; (2) actual amount paid, which doesn’t express the full value of damages because the tortfeasor reaps the benefit of contracts in which he paid no consideration to avoid full responsibility for the harm caused by wrongful conduct; and (3) reasonable value of services, which splits into an argument of whether (1) the billed amount or (2) the actual amount paid is the reasonable value of services. CS is meant to forbid tortfeasors from looking behind the curtain because it’s none of their business what degree of negotiated advantages and pro-bono offsets that victims receive from the hearts and pockets of third parties. NC destroys the tort integrity of the CS Rule by trespassing into third-party contracts and reducing tortfeasor liability. Congress hasn’t overturned *Propeller*, and its Iron Curtain holding prevails over the cacophony of States’ laws that contravene our Equal Protection right to full recovery of damages. States can enlarge Federal rights but not reduce them. Justice and public policy demands that windfall goes to victims over victimizers because our good fortune in the aftermath doesn’t properly convey to the people who caused the harm. See the Tenth Circuit’s *Green v. Denver & Rio Grande Western Railroad Company*.

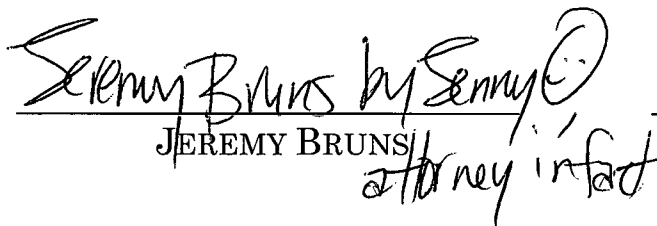
¹⁸ **Jim Crow Justice: Lawyers Only {Pro Se} Keeping It In The Family {Fee Shifting}** I want to overturn *Kay v. Ehrler* because it is a commodity and bargaining chip to level the playing field that is unjustly denied to Pro Se because it treats us as unequal inferiors and further diminishes our

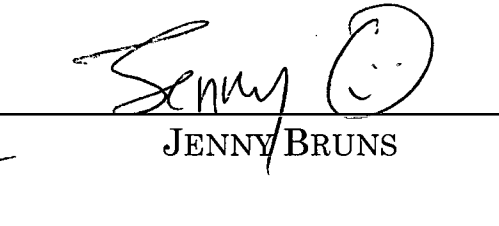
Remedies The NCSC out-Herods USAA's and the Executive's harms against us, protecting each other from consequences of malfeasance. We shouldn't have to hire a lawyer to get our five-years-overdue expected insurance money and go through the injustices that arose since filing our Complaint. The hornets' conduct pierced their own judicial and official immunities, and we want accountability. North Carolina and USAA are betting against you, but they don't have a Jack. Our Record has laid the chips on the table, and everybody is All In. The hands are ripe for a neutral arbiter to read the cards and declare the outcome based on each player's faces. This Court holds nine High Aces. I want per totam curiam vindication for the whole pot. Voiding Orders. Injunctions. Censure for Bad Faith and Prejudice. Edict of Legal Axioms to provide Bright Line Rules, Exhibit 61. Summary Judgments because the facts in our case aren't genuinely in dispute: the matters of law are not policy-making, and they need little research or explanations because of long histories with sound self-evident, obvious, common-sense grounds, which will set neutral standards for judicial principles and presumptions applicable to other cases across

power for settlement negotiations. This Jim Crow Justice keeps money in the "Lawyers-Only" family. It evinces no evidence that pro se interests were rigorously advocated for or even seriously entertained; thus, this holding is unconstitutional and violates our Fourteenth Amendment Equal Protection rights. It conflicts with the unanimous Court in *Astrue v. Ratliff*, where fees awards are payable to prevailing litigant, thus subject to an offset to satisfy the litigant's pre-existing government debt. Under §1988(b) attorneys don't have a statutory right to direct payment of awards, hence the party, rather than the lawyer is entitled to receive the fees and the statute controls what the losing defendant must pay, not what the prevailing plaintiff must pay his lawyer. Also, Pro Se is pro bono shielded by CS. It's unconstitutional not to characterize fee shifting as a punitive deterrent whose effects are nullified for Pro Se in favor of a lawyer monopoly in the legal marketplace. Why not let Pro Se eat the pie when expressly available? It fulfills the purpose of encouraging vindication of civil rights and discouraging injustice. Pro Se deserve fees when they win against overwhelming odds. There is a cost to "free" work. Either Pro Se should be included in fee-shifting statutes, or the fee shifting statutes should be deemed unconstitutional because our exclusion is to our detriment under law violating the Fourteenth Amendment.

the country for universal guides of conduct. Not advisory. Help us make up for unjust lost Time and reduce our future expenditures. We want Declaratory Judgments to establish our legal rights and status in relation to the parties and our property and civil rights. We shall pitch for Removal to DC's Federal District, with leave to add supplemental parties and claims, for a Garrison finish, er, beginning.

Respectfully submitted November 20, 2017,


 JEREMY BRUNS
attorney in fact


 JENNY BRUNS

JEREMY & JENNY BRUNS
Pro Se
 1345 S. Capitol St. SW #722
 Washington, DC 20003
 (910) 322-2276

Sworn and subscribed to before me, this the 20th day of November, 2017.

(Official Seal)



Signature

