

24-7064
No. 24-

FILED
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SUPREME COURT, U.S.

IN THE
Supreme Court of the United States

CAMERON M. THIERRY,

Petitioner,

v.

THE HONEY POT COMPANY (DE), LLC

Respondent.

ON PETITION FOR A WRIT OF CERTIORARI TO
THE UNITED STATES COURT OF APPEALS
FOR THE ELEVENTH CIRCUIT
PETITION FOR WRIT OF CERTIORARI

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Cameron Thierry

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QUESTION(S) PRESENTED

A case must have a defined cause of action accrual date, according to the 2024 Supreme Court case. *Corner Post, Inc. v. Board of Governors*, 603 U.S. (2024). The cause of action accrues when the plaintiff has a complete and present cause of action, which means they can file a lawsuit and get relief. *See Id.* The Supreme Court has determined that a claim accrues “when the plaintiff has a complete and present cause of action,” and can file suit and obtain relief. *Wallace v. Kato*, 549 U.S. 384, 388 (2007). The Court's precedent treats this definition of accrual as the “standard rule for limitations periods.” *See Id.*

Accordingly, here the Court must [first] decide when a claim brought under O.C.G.A. § 9-3-25 “accrues” for purposes of the provision, whereas O.C.G.A. § 9-3-25 requires that “all actions upon open account, or for the breach of any contract not under the hand of the party sought to be charged, or upon any implied promise or undertaking shall be brought within four years after the right of action accrues.”

In this case, the question presented that lingers, and which is left to be determined, is when exactly, specifically on what date, did the Petitioner's breach of oral contract claim accrue under the law, if not on July 5, 2018?

The District Court worked backwards from the case's November 4, 2022 filing date to determine a cause of action accrual commencement cut-off date in the action of July 3, 2018, but failed to determine any specific date on which the Petitioner's breach of oral contract claim began to accrue. The United States Court of Appeals for the Eleventh Circuit affirmed the District Court's lack of specificity in finding(s).

PARTIES TO THE PROCEEDING AND RELATED PROCEEDINGS

All parties appear in the caption of the case on the cover page, and there are no related proceedings.

CORPORATE DISCLOSURE STATEMENT

Pursuant to Supreme Court Rule 29.6, the Petitioner hereby states that the following is a full and complete list of all other persons, associations, firms, partnerships, or corporations (including those related to a party as a subsidiary, conglomerate, affiliate, or parent corporation, and any parent corporation and any publicly held corporation that owns 10% or more of the stock of a party), having either a financial interest in or other interest which could be substantially affected by the outcome of this particular case:

Petitioner None.

Respondent

- | | |
|---|-----------------------|
| 1. Aguilera, Gladys | 29. Montanez, Elsa |
| 2. Aitoro, Alexander | 30. Montenegro, Daisy |
| 3. Carpenter, Yesenia | 31. Montijo, John |
| 4. Casarez-Barrientez, Beatrice | 32. NVB1, Inc. |
| 5. Cayetano, Peter | 33. Paz, Carlos |
| 6. CIH Group, LLC | 34. Perez, Xenia |
| 7. Compass Group Diversified Holdings LLC, all its employees, members, and managers, and its "downstream" members and entities, i.e. members of members | 35. Ripoll, Linda |

8. Cummings, Alexander B.
9. Cummings, Boikai
10. Cummings, Teresa
11. Damonte, Alberto
12. Dixon, Beatrice
13. Esposito, Alona
14. Flowers, Troy
15. Garcia, Amanda
16. Gastelum, Jessie
17. Gattreau, Jacqueline
18. Gray, Simon
19. Groff, Annie
20. Gurrola, Paul
21. Hazelton, Randolph
22. Hira, Angad
23. Imperial, Vivian
24. Jacobo, Emanuel
25. Lesin, Eric
26. Marin, Sarai
27. Marshall, Jonathan
28. Mauze, Michael L.
36. Roell, Kara M.
37. Ruiz, Diana
38. Sanchez, Gabriela
39. Schmerler, Benjamin
40. Sebastian Zaken Management II, LLC
41. Sebastian Zaken Management, LLC
42. Shelton, Patricia
43. Smith, Mcconnell
44. Stenmark, Carle
45. SUNU Capital, L.P.
46. The Honey Pot Company Employee Holdings, LLC
47. The Honey Pot Company Holdings, LLC
48. Treves, Dikla
49. Tsai, Robin
50. VMG Honey Pot Holdings, LLC
51. VMG Partners, LLC
52. Wu, Wayne
53. Xavier Portfolio Holdings, LLC
54. Yudovin, Eli
55. Yudovin, Michael
- 56-93. [38 Individual Names Withheld as allegedly confidential]

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**IN THE
SUPREME COURT OF THE UNITED STATES
PETITION FOR WRIT OF CERTIORARI**

Cameron M. Thierry respectfully petitions for a writ of certiorari to review the judgment(s) of the United States Court of Appeals for the Eleventh Circuit (“Eleventh Circuit”).

OPINIONS BELOW

The opinions of the Eleventh Circuit appear at Appendix (“App.”) A and Appendix B to the petition and are unpublished.

The opinions of the United States District Court for the Northern District of Georgia, Atlanta Division (“District Court”), appear at Appendix C and Appendix E to the petition and are unpublished.

JURISDICTION

The Eleventh Circuit issued its decision on August 29, 2024. A timely petition for rehearing and for en banc consideration was denied by the Eleventh Circuit on November 5, 2024, and a copy of the order denying rehearing and en banc consideration appears at Appendix B.

An extension of time to file the petition for a writ of certiorari was granted by Justice Thomas to and including March 5, 2025 on December 19, 2024 in Application No. 24A612.

The jurisdiction of this Court is invoked under 28 U. S. C. § 1254(1).

CONSTITUTIONAL AND STATUTORY PROVISIONS INVOLVED

Section 1 of the Fourteenth Amendment of the U.S. Constitution (“U.S. Const. amend. XIV, § 1,” or “Fourteenth Amendment”) states: “All persons born or naturalized in the United States, and subject to the jurisdiction thereof, are citizens of the United States and of the State wherein they reside. No State shall make or enforce any law which shall abridge the privileges or immunities of citizens of the United States; nor shall any State deprive any person of life, liberty, or property, without due process of law; nor deny to any person within its jurisdiction the equal protection of the laws.”

The statutes of limitations for most breach of contract claims are set by state law. The pertinent statutory provisions involved in this case are the Official Code of Georgia Annotated (“O.C.G.A.”) §§§ 9-3-25, 9-3-26 and 9-3-96.

O.C.G.A. § 9-3-25 states: “All actions upon open account, or for the breach of any contract not under the hand of the party sought to be charged, or upon any implied promise or undertaking shall be brought within four years after the right of action accrues.”

O.C.G.A. § 9-3-26 states: “All other actions upon contracts express or implied not otherwise provided for shall be brought within four years from the accrual of the right of action.”

O.C.G.A. § 9-3-96 states: “If the defendant or those under whom he claims are guilty of a fraud by which the plaintiff has been debarred or deterred from bringing an action, the period of limitation shall run only from the time of the plaintiff’s discovery of the fraud.”

STATEMENT OF THE CASE

I. Nature of Case

Petitioner brought claims against Respondent for breach of contract, unjust enrichment, quantum meruit, promissory estoppel, fraud and attorneys fees alleging Respondent's breach of oral contract between Petitioner and Respondent that was that upon receipt of a \$3 million financing, Respondent would provide Petitioner with (i) 3.99% equity, (ii) a full-time position at Respondent's company at an annual salary of \$60,000, and (iii) payment for all services previously rendered (the "Three Compensation Forms") (Doc 33 - ¶¶ 4, 7-9, 13-16)¹. And upon securing the funding, Respondent reneged on all of the above promises to Petitioner after he passed up on other opportunities and exhausted his savings (Doc 33 - ¶ 16).

II. Procedural History & Background

On November 3, 2022, Petitioner filed his lawsuit against Respondent (Doc 1) by means of a *Pro Se* U.S. Court form, with Respondent proceeding under its dissolved entity name The Honey Pot Company, LLC in its December 8, 2022 Answer (Doc 5) and up until March 2, 2023, even after Petitioner had proved its name conversion therefrom on February 1, 2023 (Doc 33 - Pg 17-22) in his First Amended Complaint ("FAC") (Doc 33) filed.

Respondent further failed to make initial disclosures regarding any of its non-public limited liability company and limited partnership organizational members, or individual members or partners, in its subsequent Certificate of

¹ "Doc" (or Document) citations refer to the numbered docket sheet filing in the District Court for the pleading.

Interested Parties (Doc 8), Preliminary Report and Discovery Plan (Doc 14) or Initial Disclosures (Doc 20) pre-trial filings, yet on January 31, 2018, the District Court issued Petitioner an order to show cause in writing (within fourteen (14) days) on why his case should not be dismissed for lack of subject matter jurisdiction (“Show Cause Order”) (Doc 27 - Pg 6).

From here on, an ongoing discovery dispute amid a series of motions and filings on the subject matter jurisdiction question ensued amongst the parties, resulting in the District Court granting Petitioner extension(s) to the initial Show Cause Order through May 11, 2023 (Docs 76 and 78), and furthermore in two (2) discovery dispute hearings administered by the District Court, one on March 21, 2023 (Doc 100) and another on May 3, 2023 (Doc 91).

In the interim, on February 13, 2023, Respondent also filed a Motion to Dismiss for Failure to State a Claim (“Motion to Dismiss”) (Doc 43), among other alleged defenses raised therein, while arguing that all of Petitioner’s claims were untimely brought and time barred (Doc 43-1 - Pg 8-13), by erring in suggesting a cause of action accrual date for Petitioner’s claims of January 8, 2018, or May 20, 2018 to the District Court (Doc 43-1 - Pg 13).

On February 27, 2023, Thierry filed his Response in Opposition and Cross-Motion for Summary Judgement (“Resp. to Mot. to Dismiss”) (Doc 48 (or 51)) in defense of all of his claims, while arguing a July 7, 2018 cause of action accrual date based on his instant employment termination that same day from Respondent’s company, and his discovery of Respondent’s all along the way full-

fledged fraud, after Respondent failed to perform its contractual obligations by the parties specified performance date of July 5, 2018 (“The Initial Breach”) just two (2) days prior, pointing the District Court to an evidentiary exhibit in strong support thereof (Doc 48 (or 51) - Pg 10), namely, Exhibit SS - DL Exchanges (Doc 33 - Pg 179-204), while also then reserving the right to further amend his FAC pleading (Doc 48 (or 51) - Pg 4).

On May 22, 2023, the District Court entered an order granting Respondent’s Motion to Dismiss, holding that Petitioner's FAC was time-barred (“May 22 Order”) (App. 20-36), while choosing to consider June 29, 2018 as the latest “possible” cause of action accrual date in the case (App. 32), despite noting “some dispute in the record as to when the financing was initially secured” (App. 32) in relation thereto, considering only an initial June 1, 2018 term sheet (Doc 33 - Pg 111-116). And in the same ruling, the District Court determined that, as a matter of law, “any claims alleged in [Petitioner]'s Amended Complaint that accrued on or after Tuesday, July 3,2018, would be timely.” (App. 29).

On June 16, 2023, Petitioner filed his Motion for Reconsideration (Doc 94) alleging procedural errors (via afoul procedural due process) in the District Court and based on his position that the Court overlooked and/or misapprehended information and/or evidence, and new evidence that the Court purportedly lacked at the time of its decision, while delineating and arguing the true cause of action accrual dates on his claims as follows:

- A July 5, 2018 cause of action accrual for his breach of contract,

quantum meruit, promissory and equitable estoppel, unjust enrichment and attorneys' fees claims (Doc 94 - Pg 13, 16-17, 19-22); and

- A July 7, 2018 cause of action accrual for his fraud claim (Doc 94 - Pg 16-17, 19-20).

Petitioner also attached his Proposed Second Amended Complaint ("PSAC") in support of his Motion for Reconsideration, accordingly (Doc 94 - Pg 120-169). The following additional and new exhibits were also included in the PSAC attached to the Motion for Reconsideration:

- Exhibit VV - Term Sheet First Pass (Doc 94 - Pg 155-156) showing June 1, 2018 was a mere first past deadline date;
- Exhibit WW - Funds Receipts (Doc 94 - Pg 157-160) showing Respondent's June 26, 2018 final \$3 million funding cash receipt date concealed from Petitioner;
- Exhibit XX - NDA Request (Doc 94 - Pg 161-164) dated July 2, 2018;
- Exhibit YY/AAA - Kevo eKey (Doc 94 - Pg 165 and 168) showing Respondent's office key assigned to Petitioner on April 3, 2018;
- Exhibit ZZ - Kelly Offer Letter (Doc 94 - Pg 166-167) showing Respondent's \$3 million funding treatment regarding an employee similarly-situated as Petitioner; and
- Exhibit BBB Slack Convo (Doc 94 - Pg 169) showing initial drafting of the parties Statement of Work ("SoW") which specified the performance date of July 5, 2018.

The above new evidence was sourced from restored emails Respondent attempted to permanently swipe from Petitioner's possession as shown in Exhibit NN - Swipe (Doc 9 - Pg 40-42; Doc 33 - Pg 153-156), with a latest recorded phone swipe incident occurring on December 7, 2022, and further believed to be additional Microsoft email exchange impact on March 18, 2023, thereby contributing towards preventing him from producing the evidence in the case sooner.

On June 21, 2023, Petitioner filed his Notice of Appeal to this Court and Motion for Permission to Appeal *In Forma Pauperis* and Affidavit (Doc 95).

On June 30, 2023, Respondent filed its Response in Opposition to [Petitioner]'s Motion for Reconsideration ("Res. to Mot. for Recon.") (Doc 104), standing on the District Court's May 22 Order in arguing that Petitioner's Motion for Reconsideration "merely recycle[d] the same arguments and evidence" (Doc 104 - Pg 1).

On August 31, 2023, the District Court entered a final order (App. 38-44) denying Petitioner's Motion for Reconsideration, holding that Petitioner did not provide any reason or basis for presenting a so-called "repackaging" of information and introduction of new evidence not presented before and further assumed to be in Petitioner's readily available possession to do so (App. 42-43). The so-called "repacking" of information and introduction of new evidence challenges the District Court May 22 Order's erroneous determination that none of Petitioner's claims accrued on or after July 3, 2018, by demonstrating that Petitioner's action and claims had actually began to accrue after July 3, 2018.

On September 12, 2023, the District Court entered an order (Doc 114) granting Petitioner's Application to Appeal *In Forma Pauperis* (Doc 113) holding that Petitioner's "appeal, while likely destined to be unsuccessful, is not "without arguable merit in either law or fact" [*Coppedge v. United States*, 369 U.S., 438, 444-45 (1962)]" (Doc 114 - Pg 4), and the Eleventh Circuit issued a Briefing Notice, Document 17 on the appeal case's docket sheet, to the parties on September 20, 2023.

On August 29, 2024, with jurisdiction under 28 U.S.C. § 1291, a panel of the Eleventh Circuit affirmed (App. 17), and the Eleventh Circuit subsequently denied Petitioner's Petition for Rehearing En Banc and Petition for Panel Rehearing on November 5, 2024 (App. 19).

III. Factual Outline of Ten (10) 2018 Key Dates Leading Up to Case's Cause of Action Accrual Date(s) (see Doc 94 - Pg 20, 44-56 [complete factual outline])

1. January 8, 2018 - Mr. Thierry began employment with Respondent under Written Agreement and Oral Agreement amongst the parties [surrounding his Three Compensation Forms], whereby the parties affiliation is "formed"

[see Exhibit C - SoW (Doc 33 - Pg 23-28); Exhibit D - SoW Exhibit (*Id.* - Pg 29-32); Exhibit N - Title 2 (*Id.* - Pg 60-61); Exhibit P - Exec Session (*Id.* - Pg 65-67); Exhibit T - Investor Stmts (*Id.* - Pg 75-78); Exhibit V - Computation (*Id.* - Pg 81-82); Exhibit W - Investor Team HP (*Id.* - Pg 83-84); Exhibit PP - Comp. Valuation Proof (*Id.* - Pg 171-173); Exhibit QQ -

Comp. Valuation IS (*Id.* - Pg 174-175); and Exhibit RR - Equity Structure History (*Id.* - Pg 176-178)]

2. June 26, 2018 - Respondent's receipt of final \$550,000 of \$3 million funding from Cummings Family, albeit then fraudulently concealed from Petitioner, in advance of ensuing funding [close-out] meetings [held exclusive of Petitioner] and amid Petitioner's ongoing employment on the Respondent's "Honey Pot team"

[see Exhibit WW - Funds Receipts (Doc 94 - Pg 59-62); Exhibit UU - Team Meet (Doc 9 - Pg 51); Exhibit FF - Ticket (Doc 33 - Pg 117-121); and Exhibit TT - Vendor (Doc 9 - Pg 45-49)]

3. June 29, 2018 - Respondent's Board Meeting with Sundial Brands business partners; Final Co-CFO's biweekly payday [Respondent funding meeting is held exclusive of Petitioner]

[see Exhibit GG - Boikai (Doc 33 - Pg 122-126); Exhibit II - Supply Chain (*Id.* - Pg 132-139); Exhibit X - May 2018 (*Id.* - Pg 85-86) Exhibit Y - Mr. Gray Contractor Pay 06.29.18 as EE (*Id.* - Pg 87-88); and Exhibit II - Supply Chain (Doc 9 - Pg 38-39)]

4. July 1, 2018 - Mr. Thierry's SoW [inclusive of his Three Compensation Forms] for Respondent's Review & Execution/Approval Draft Requested [with *line drawn in sand* through last payday] [Respondent funding meeting is held exclusive of Plaintiff]

[see Exhibit BBB - Slack Convo (Doc 94 - Pg 71)]

5. July 2, 2018 - Delivered amended SoW to Respondent & Oral Agreement further made amongst parties to execute/approve SoW on or by the specification date of July 5, 2018 written therein; Mr. Thierry emailed same-day dated NDA; Mr. Thierry inadvertently emailed notice of Respondent's June 26, 2018 \$550,000 cash receipt [the only notice thereof he "received"] [Respondent funding meeting is held exclusive of Petitioner]

[see Exhibit C - SoW (Doc 33 - Pg 23-28); Exhibit JJ - SoW Update (*Id.* - Pg 140-146); Exhibit V - Computation (*Id.* - Pg 81- 82); Exhibit DD - NDA Request (Doc 9 - Pg 30-31); Exhibit XX - NDA Request (Doc 94 - Pg 161-164); Exhibit WW - Funds Receipts (*Id.* - Pg 59-62); and Exhibit V - Amended Computation (*Id.* - Pg 140)]

6. July 3, 2018 - Respondent failure on "offered deadline" to "resolve [the SoW's execution/approval] by EoD tomorrow" [Respondent funding meeting is held exclusive of Petitioner]

[see Exhibit JJ - SoW Update (Doc 33 - Pg 140-146)]

7. July 5, 2018 - Respondent breach on orally agreed to specification date deadline to execute/approve SoW [and its renegeing on Mr. Thierry's Three Compensation Forms] [Respondent funding meeting is held exclusive of Petitioner]

[see Exhibit JJ - SoW Update (Doc 33 - Pg 140-146)]

8. July 6, 2018 - First & only \$6,000 offer made to Mr. Thierry on his SoW [and all along the way Three Compensation Forms] [Respondent funding

meeting is held exclusive of Petitioner]

[see Exhibit JJ - SoW Update (Doc 33 - Pg 140-146)]

9. July 7, 2018 - Mr. Thierry's employment termination from Respondent's "Honey Pot" company & discovery of Respondent's full-fledged all along the way Fraud

[see Exhibit JJ - SoW Update (Doc 33 - Pg 140-146); and Exhibit KK - HP Email (*Id.* - Pg 147-148)]

10. July 10, 2018 - Respondent's same law firm emailed Mr. Thierry first, alleging he was adequately compensated by Respondent .

[see Exhibit SS - DL Exchanges (Doc 9 - Pg 44); and Exhibit SS - DL Exchanges (Doc 33 - Pg 179-204)]

IV. Inferences from Factual Outline Above

The parties oral contract's agreed to performance specification date was actually July 5, 2018 (Doc 33 - Pg 28, 141-142, 197, 204) which Respondent boastfully admitted to breaching in its October 31, 2018 final demand letter exchange regarding Petitioner's breach of contract, unjust enrichment, quantum meruit, promissory estoppel and attorneys fees claims, thereby establishing July 5, 2018 as the cause of action accrual commencement date for those claims, and the last day of Petitioner's employment with Defendant was on July 7, 2018 (Doc 33 - Pg 148) when Respondent's fraud was discovered by Petitioner, thereby establishing July 7, 2018 as the cause of action accrual commencement date for Petitioner's fraud claim. Respondent

even held at least five (5) funding meetings exclusive of Petitioner, which concerned its oral contractual obligations due to Petitioner on July 5, 2018 that were reneged on then, whereby Petitioner's employment with Respondent was subsequently and abruptly terminated on July 7, 2018, after rejecting a July 6, 2018 \$6,000 initial negotiation offer from Respondent on Petitioner's Three Compensation Forms overdue.

REASONS FOR GRANTING THE PETITION

I. Eleventh Circuit Dodges Specifically Designating a Cause of Action Accrual Date for the Action in Contravention of Georgia Law and U.S. Supreme Court Precedent

In order to determine when the statute of limitations expires, it is necessary to know when the cause of action first ripened, which is known as the date of accrual of the right of action (the "COA-Date"), and that which remains undetermined in the instant action. Neither the District Court nor the Eleventh Circuit decided on what date the COA-Date occurred in the action (App. 6-10, 13-15), thereby failing to reasonably designate a COA-Date in the action in contravention of Georgia Law and U.S. Supreme Court Precedent.

In Georgia, the general rule for determining the time a cause of action accrues is to ascertain the time when the plaintiff could first have maintained the action to a successful result. *Colormatch Exteriors v. Hickey*, 275 Ga. 249, 251 (2002) (citing *Travis Pruitt & Assoc. v. Bowling*, 238 Ga. App. 225, 226, 518 S.E.2d 453 (1999)). Damages must be present before the right of action accrues. *Id.*

The right of accrual turns on substantial completion because, as Georgia

courts have recognized, that is when the damage in question is “normally [...] ascertainable to the plaintiff.” *Scully v. First Magnolia Homes*, 279 Ga. 336, 338, 614 S.E.2d 43, 46 (2005). This all in accordance with the contract as modified by any change order agreed to by the parties. *Smith v. Hilltop Pools and Spas, Inc.*, 306 Ga. App. 881, 703 S.E.2d 424 (2010) (the “General Rule”). The U.S. Supreme Court has determined that a claim accrues “when the plaintiff has a complete and present cause of action,” and can file suit and obtain relief. *Wallace v. Kato*, 549 U.S. 384, 388 (2007). *See also Corner Post, Inc. v. Board of Governors*, 603 U.S. (2024). This is the standard rule for limitations periods (the “Standard Rule”).

The question that remains unsolved in this action, presenting inconsistencies with the General and Standard Rules, is on what exact date did the COA-Date occur under the applicable law(s) and precedent(s)? What event in the case’s fact pattern triggered the COA-Date accrual, if not the Respondent's July 5, 2018 failure to perform its contractual obligations as set out in the July 2, 2018 accepted, but ultimately unexecuted, Statement of Work (“SoW”), baring Respondent's contractual obligations laid out therein as an attached exhibit to, in the same manner as on the face of, the FAC - for Petitioner’s Three Compensation Forms (the “TCFs”) then mutually assented to having been made due by agreed upon further specification to the parties oral contract? The evidence presented in the FAC, and/or motion for reconsideration, shows the last of the essential elements of the parties oral contract maturing on July 5, 2018, as follows:

- 1) Funding meeting(s) exclusive of Petitioner commence on June 29, 2018,

where on the same day Boikai Cummings states this initial meeting went “well” and that Petitioner would be “updated soon”;

2) Petitioner’s July 2, 2018 initial notification of THP’s June 26, 2018 final \$550,000 receipt of the \$3 million funding, upon the same day further agreed to July 5, 2018 mutually assented to specified performance date regarding the parties oral contract and tendering of the TCFs, from the day before only requested SoW; and

3) Respondent's lead counsel stating that the SoW was under review by Respondent in extended funding meeting(s) exclusive of Petitioner held through July 7, 2018 in his demand letter exchanges, further supported by evidence of Simon Gray stating he was meeting with Boikai Cummings on the SoW intermittently therein.

Therefore, how does this evidence in support of the argument on July 5, 2018 being the COA-Date commencement not constitute the parties mutually assented to specified performance date of their oral agreement under the General and Standard Rule(s), and Georgia law? Petitioner asserts it in fact does, thereby surpassing the action’s deemed COA-Date commencement cut-off point of July 3, 2018.

In the alternative, an exception to the General and Standard Rule(s) that also applies here is the Delayed Discovery Rule, which provides that a cause of action will not accrue upon the occurrence of the last of the essential elements necessary to create the claim, if the plaintiff at that time did not know, and in the exercise of reasonable diligence, could not have known of the claim. In this situation, as here,

the accrual of the cause of action is suspended until such time that the plaintiff knew, or in the exercise of reasonable diligence, should have known, that he had a claim, or should have known of facts that would put him on notice that he might have a claim. "Where reasonable diligence has been exercised, actual fraud involving moral turpitude tolls the limitations period until plaintiff's discovery of the fraud." O.C.G.A. § 9-3-96; *Gantt v. Bennett*, 231 Ga. App. 238, 244, 499 S.E.2d 75, 81 (1998). Petitioner asserts the Delayed Discovery Rule thereby affords the action's only alternative COA-Date commencement of July 7, 2018 for the claims, upon Petitioner's discovery of the other party's alleged fraud, inclusive of moral turpitude.

The District Court determined that the allegations on the face of the FAC gets Petitioner through at least June 29, 2018 (App. 32), while the Eleventh Circuit analysis ends at June 30, 2018 (App. 10), whereas the Eleventh Circuit further determined the exhibits attached to the FAC establish a "sometime in June 2018" vague date (App. 13), for advanced theoretical COA-Date commencements in the action, based on interpretation(s) of *Pro Se* written pleadings alone, thereby in lack of any preparation by way of formal legal studies or experience, while Petitioner asserts the exhibits, both within the FAC and newly presented in the motion for reconsideration, get Petitioner beyond the action's July 3, 2018 deemed COA-Date commencement cut-off point, if only correctly interpreted under, and applied to, all the facts, circumstances, evidence, law(s) and precedent(s), through this Court's review.

The *Corner Post, Inc.* case makes it clear that a definitive date must be determined in the case under the applicable statutory provisions above, and the *Wallace* case makes it clear that Petitioner's claim(s) did not begin to accrue until at least July 5, 2018. In order to determine if the Petitioner's claim(s) are truly legally barred by the statute of limitations, it is essential to designate an actual COA-Date commencement in the case as a matter of law. Failures of the District Court and the Eight Circuit to designate any actual COA-Date commencement in the case is outright denial of Petitioner's right to Procedural Due Process [of Law] in Civil Cases under the Fourteenth Amendment.

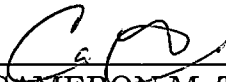
Consequently, this petition for a writ of certiorari is warranted to bridge what appears to be a four (4) day gap towards Justice by proving the FAC is filed timely under the applicable statutes of limitations on Petitioner's claim(s), and to allow the Court to determine and designate an actual COA-Date commencement for this action, based on the totality of the facts, circumstances and evidence of the case applied to all attributable law(s) and precedent(s), inclusive of the General, Standard and Delayed Discovery Rule(s). There can only be one COA-Date commencement for the action, and to date, neither the District Court's decisions, nor the Eleventh Circuit[*'s per curiam*] Opinion, have specifically determined or designated one in the action, in departure from controlling U.S. Supreme Court, circuit, and Georgia precedents, among the Petitioner's Fourteenth Amendment right to procedural due process of law, and the Petitioner hereby stands on July 5, 2018 being the instant action's only suitable, and earliest, COA-Date

commencement, accordingly.

CONCLUSION

For the foregoing reasons, this petition for a writ of certiorari should be granted.

Respectfully submitted this 5th day of March, 2025.



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