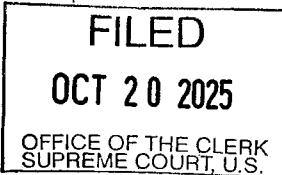


25-5958

No. \_\_\_\_\_



re

IN THE

SUPREME COURT OF THE UNITED STATES

Elet Valentine, Pro Se — PETITIONER  
(Your Name)

vs.

Verizon Wireless, LLC;  
Verizon Communications, Inc.; — RESPONDENT(S)

ON PETITION FOR A WRIT OF CERTIORARI TO

United States Court of Appeals for the Tenth Circuit

(NAME OF COURT THAT LAST RULED ON MERITS OF YOUR CASE)

PETITION FOR WRIT OF CERTIORARI

Elet Valentine, Pro Se  
(Your Name)

4710 Nome Street; Unit #390281  
(Address)

Denver, CO 80239  
(City, State, Zip Code)

No Phone Number  
(Phone Number)

ORAL ARGUMENT Requested

## QUESTIONS PRESENTED

1. Whether Appellant Valentine's federally protected Due Process rights and access to the courts under the 14<sup>th</sup> Amendment of the United States Constitution was violated by the dismissal of the complaint for continued arbitration against Verizon Wireless, LLC. and Verizon Communications, Inc.
2. Whether Appellant Valentine has a right of action under Section 222 of the Federal Communications Act for unauthorized access to her CPNI and other personally identifiable information by hackers and SIM Swaps held by Verizon Wireless, LLC and Verizon Communications, Inc.?
3. Whether section 222 of the Federal Communications Act protects both CPNI and broader categories of consumer proprietary information or only CPNI that is held by Verizon Wireless, LLC and Verizon communications, Inc.?
4. Whether the US. District Clerk of Court has the right to deny Appellant Valentine's application for Entry of Default under Federal Rules of Civil Procedure 55(a) against defendants Verizon Wireless, LLC and Verizon communications, Inc. for failure to reply to the complaint?
5. Whether the United States District Court has jurisdiction over defendant Verizon Wireless, LLC And Verizon Communications, Inc. after service of process was properly effectuated?
6. Whether the United States District Court failed to review the "four corners" of the complete contract Verizon Customer Agreement that contains the Arbitration agreement?
7. Whether a permanent restraining order should have issued against Verizon Wireless, LLC and Verizon Communications, Inc. to protect Appellant Valentine's CPNI and other personally identifiable information?

## **LIST OF PARTIES**

[ ] All parties appear in the caption of the case on the cover page.

[x] All parties **do not** appear in the caption of the case on the cover page. A list of all parties to the proceeding in the court whose judgment is the subject of this petition is as follows:

1. Celco Partnership d/b/a Verizon Wireless (defendant claims were dismissed in the US District Court.

## **RELATED CASES**

1. AAA Arbitration Case # 01-22-0004-118 initiated by Elet Valentine, Appellant on September 28, 2022, between the Parties: Elet Valentine, Verizon Wireless, LLC, and Verizon Communication, Inc. Celco Partnership d/b/a Verizon Wireless was not apart of the proceeding but was allowed by the arbitrator. Representation for Verizon Wireless, LLC and Verizon Communication, Inc. was not entered.
2. AAA Arbitration was continued on October 16, 2023, by mutual agreement of the parties in the United States District Court for the District of Colorado under case number 23-cv-2698 between Elet Valentine, Appellant, Celco Partnership d/b/a Verizon Wireless. Appellant added Verizon Wires, LLC and Verizon Communications, Inc. to the United States District Court case by service of process to their registered agent in the state of Colorado.

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## TABLE OF AUTHORITIES CITED

## APPENDIX Q

### CASES

### PAGE NUMBER

Terpin v. AT&T Mobility, LLC, 118 F. 4th 1102 (9th Cir. 2024)

Digital Landscape Inc. v. Media Kings LLC, 440 P.3d 1205 (Colo. App. 2018)

Thompson v. Md. Cas. Co., 84 P.3d 496, 503 (Colo. 2004).

Doe v. Hofstetter, CIVIL ACTION NO 11-cv-02209-DME-MJW, 3 (D. Colo. June 13, 2012)

AMC Constr., Civil Action NO 16-cv-01847-PAB-MEH, 3 (D. Colo. June 29, 2017)

Security National Mortg. Corp. v. Head, Civil Action NO 13-cv-03020-PAB-NYW, 3, (D. Colo. Aug. 26, 2015)

~~Head & Associates~~

Marcus Foods Co v. DiPanfilo, 671 F.3d 1159, 1166 (10th Cir. 2011)

Hoek v. District Court, 159 Colo. 451, 412 P.2d 428 (1966)

Greer Co. v. District Court, 172 Colo. 448, 469 P.2d 734 (1970)

STATUTES AND RULES

Fed. R. Civ. P. 55(a)

Fed. R. Civ. P. 55(b)(1)

C.R.S. §18-4-405

C.R.S. §13-1-124

Fed. R. C.I.R.P. 65

C.R.S. 13-1-125

C.R.S. 13-22-226

C.R.S. 7-90-305

C.R.S. 7-90-305.5

### OTHER

Colorado Constitution - Colo. Const. art. XVIII . 3

Federal Communications Act - Section 222

Zerr v. Norwood, 250 F. Supp. 1021 (D. Colo. 1966)

CleverRock Energy Corp. v. Tepel, 609 F.2d 1358 (10th Cir. 1979)

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

Petitioner respectfully prays that a writ of certiorari issue to review the judgment below.

**OPINIONS BELOW**

For cases from **federal courts**:

The opinion of the United States court of appeals appears at Appendix B to the petition and is

reported at \_\_\_\_\_; or,  
 has been designated for publication but is not yet reported; or,  
 is unpublished.

The opinion of the United States district court appears at Appendix G to the petition and is

reported at \_\_\_\_\_; or,  
 has been designated for publication but is not yet reported; or,  
 is unpublished.

For cases from **state courts**:

The opinion of the highest state court to review the merits appears at Appendix \_\_\_\_\_ to the petition and is

reported at \_\_\_\_\_; or,  
 has been designated for publication but is not yet reported; or,  
 is unpublished.

The opinion of the \_\_\_\_\_ court appears at Appendix \_\_\_\_\_ to the petition and is

reported at \_\_\_\_\_; or,  
 has been designated for publication but is not yet reported; or,  
 is unpublished.

For cases from Admininstrative proceeding - AAA Arbitration

The opinion of the AAA Arbitrator appears at Appendix P to the petition.

## JURISDICTION

For cases from **federal courts**:

The date on which the United States Court of Appeals decided my case was June 24, 2025.

No petition for rehearing was timely filed in my case.

A timely petition for rehearing was denied by the United States Court of Appeals on the following date: July 22, 2025, and a copy of the order denying rehearing appears at Appendix A.

An extension of time to file the petition for a writ of certiorari was granted to and including \_\_\_\_\_ (date) on \_\_\_\_\_ (date) in Application No.       .

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

For cases from **state courts**:

The date on which the highest state court decided my case was \_\_\_\_\_. A copy of that decision appears at Appendix \_\_\_\_\_.

A timely petition for rehearing was thereafter denied on the following date: \_\_\_\_\_, and a copy of the order denying rehearing appears at Appendix \_\_\_\_\_.

An extension of time to file the petition for a writ of certiorari was granted to and including \_\_\_\_\_ (date) on \_\_\_\_\_ (date) in Application No. A \_\_\_\_\_.

The jurisdiction of this Court is invoked under 28 U. S. C. § 1257(a).

## **CONSTITUTIONAL AND STATUTORY PROVISIONS INVOLVED**

1. Due Process and the opportunity to be heard under the Colorado Constitution
2. Federally Protected Rights unde the 14th Amendment of the United States Constitution
3. Colorado Uniform Arbitration Act
4. Federal Arbitration Act
5. Colorado Four Corners Doctrine - Contract law
6. Federal Commuications Act - Section 222

## STATEMENT OF THE CASE

This action stems from an AAA Arbitration compliant that was filed with the American Arbitration Association on September 28, 2022, against Verizon Wireless, LLC. a subsidiary of Verizon Communications, Inc., the Parent Company. The arbitration complaint was initiated by Appellant Valentine (“*Valentine*”) a customer of Verizon Communications, Inc. Verizon Wireless, LLC was represented by Verizon Communications, Inc. Corporate Attorney Christopher Ernst (“*Ernst*”).

Sometime after the initiation of the arbitration complaint against Verizon Wireless, LLC, Cellco Partnership d/b/a/ Verizon Wireless (“*Cellco*”) appeared out of nowhere and took the place of Verizon Wireless, LLC. Cellco was then represented by Verizon Communications, Inc. Corporate Attorney Christopher Ernst. Appellant Valentine’s claims against Verizon Wireless, LLC and Verizon Communications, Inc. remained and had not been resolved. The issues in the AAA Arbitration compliant remained, continued, and damages increased due to the cybercriminals utilizing SIM swaps, the unauthorized access of Appellant Valentine’s CPNI, and other personal information held by Verizon Wireless, LLC and Verizon Communications, Inc.

After approximately a year after the AAA Arbitration complaint was filed, a written mutual agreement between Valentine and Ernst (“parties to the Arbitration Proceeding”) to bring “*all claims*” of the Appellant to the United States District Court for the District of Colorado (“*Federal District Court*”). After the mutual written agreement was approved by Stephen Miller, the AAA Arbitrator (“Arbitrator Miller”), Arbitrator Miller issued an “interim order” granting Appellant’s request. On October 16, 2023, Appellant Valentine, filed a Verified Complaint for Damages and Jury Demand (“*Verified Complaint*”) in the *Federal District Court*. (ROA Vol. 1 at p. 2 “*ECF#1*”); (ROA Vol. 1 at p. 13-107) There are three (3) Defendants in the case that was before the United

States District Court (“*District Court*”) under case number 23-cv-02698-DDD-KAS. The Three Defendants names in the Verified Complaint are Verizon Wireless, LLC., Verizon Communications, Inc., and Cellco Partnership d/b/a/ Verizon Wireless. (ROA Vol. 1 at p. 1)

On October 25, 2023, Appellant Valentine submitted an Entry of Appearance. (ROA Vol. 1. at p. 2 “*ECF#9*”) On November 8, 2023, Attorney, Thomas E.M. Werge (“*Attorney Werge*”) submitted an “*Answer to Complaint*” and added as a party for the case on the behalf of Appellee, Cellco Partnership d/b/a/ Verizon Wireless. (ROA Vol. 1. at p. 1); (ROA Vol. 1. at p. 3 “*ECF#13*” and “*ECF#15*”). Soon after on December 11, 2023, Attorney, Kelsey Alexandra Martin, (“*Attorney Martin*”) submitted an Entry of Appearance on the behalf of Appellee, Cellco Partnership d/b/a/ Verizon Wireless. (ROA Vol. 1. at p. 1); (ROA Vol. 1. at p. 5 “*ECF#38*”) Attorney’s Ernst, Werge, or Martin **did not** submit an Entry of Appearance on the behalf of Verizon Wireless, LLC. and/or Verizon Communications, Inc. No other person or entity submitted an Entry of Appearance on the behalf of Verizon Wireless, LLC. and/or Verizon Communications, Inc. Service of Process was effected on October 18, 2023, for Verizon Wireless, LLC. (ROA Vol. 1. at p. 1) and Verizon Communications, Inc. (ROA Vol. 1. at p. 2) The Verified Complaint was properly served on CT Corporation Systems, the Registered Agent to accept service of process in Colorado for both Defendants Verizon Wireless, LLC and Verizon Communications, Inc. as indicated by the US Tenth Circuit of Appeals. Verizon Wireless, LLC and Verizon Communications, Inc. answers were due on November 8, 2023. Either Verizon Wireless, LLC or Verizon Communications, Inc. answered or otherwise defended the factual allegations contained in the Verified Complaint and therefore defaulted.

Appellant submitted an application for Entry of Default under Fed. R. Civ. P. 55(a) to the Clerk of the Court, for both Verizon Wireless, LLC and Verizon Communications, Inc., but was

wrongfully denied by the Clerk of Court stating: “*Default will not be entered as to Verizon Wireless, LLC and Verizon Communications as a responsive pleading has been filed*” which was in incorrect as neither entity filed a response to the complaint. The United States District Court Clerk of Court failed to issue an Entry of Default pursuant to Fed. R. Civ. P. 55(a) against Defendants Verizon Wireless, LLC and Verizon Communications, Inc. Appellant also requested a hearing for the Default against Verizon Wireless, LLC and Verizon Communications, Inc. and again the request was denied.

Appellant Valentine requested a Permanent Restraining Order against Verizon Wireless, LLC and Verizon Communications, Inc. to protect Appellant Valentine’s personal information (“CPNI”) from the cybercriminals as the unauthorized use still continued three years after and still as of today was denied. The Permanent Restraining Order would have help protect Appellant’s CPNI and other personal identifiable information well beyond the initial unauthorized access. In Appellant’s Complaint contained claims for Breach of Contract, Vicarious Liability- Respondent Superior, Gross Negligence, and a claim under the Colorado Civil Theft §18-4-405. In the during the arbitration and before the filing of the complaint in the US District Court, the Ninth Circuit Court of Appeals made the ruling regarding SIM swaps and the protection of a customer’s CPNI in *Terpin v. AT & T Mobility, LLC.*

The United States Magistrate made an Order to Show Cause for Appellant Valentine to: “*1) whether Defendant Verizon Wireless, LLC and Defendant Verizon Communications, Inc. were properly served with process under Fed. R. Civ. P. 4., and relatedly, 2) whether service was effected at an address for each of these two Defendants that was an authorized address as of the date of service.*”

After Appellant Valentine, responded the Magistrate Judge’s Show Cause order, and showed how both Defendants Verizon Wireless, LLC and Verizon Communications, Inc. were properly served at their authorized address in Colorado. [ECF#70] The Magistrate Judge or the US District Court Judge did not rule on the jurisdiction of the US District Court over Verizon Wireless, LLC

and/or Verizon Communications, Inc. Instead, the Magistrate Judge issued recommendations to dismiss Cellco from the action. The Magistrate Judge Recommendations did not mention Verizon Wireless, LLC or Verizon Communications, Inc. The US District Court Judge then dismissed Cellco, Verizon Wireless, LLC and Verizon Communications, Inc. all from the action terminating the arbitration and denying Appellant's right to continue arbitration from the mutual agreement of the parties. Magistrate Judge stated she did not have jurisdiction reciting only a portion of the arbitration agreement, but failing to review the entire arbitration agreement and not the four corners of the agreement that included, the Verizon Customer Agreement, AAA Arbitration Agreement, Arbitration Ethics Document, Federal and state statutes, which all documents create the Arbitration agreement, pursuant to the language contained in the Verizon Customer Agreement.

The US District Court Judge issued the Final Judgment entered on September 10, 2024, that should have only applied Cellco Partnership d/b/a Verizon Wireless. The Final Judgment also encompassed Verizon Wireless, LLC, and Verizon Communications, Inc. At the time of the Dismissal of Appellant Valentine's claims, Verizon Wireless, LLC and Verizon Communications, Inc., were in Default. The Clerk of Court still had not issued the Entry of Default for either Defendant.

The dismissal of Appellant's claims in the mutually agreed upon continuing arbitration violated Appellant Valentine's federally protected Due Process Rights under the 14<sup>th</sup> Amendment of United States Constitution for denying her right to arbitration for Both Defendants, Verizon Wireless, LLC and Verizon Communications, Inc. as the Defendants were within the jurisdiction of the U.S. District Court. Entry of Default, Default Judgment, and the permanent restraining order should have therefore been issued against both Defendants.

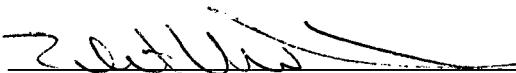
## REASONS FOR GRANTING THE PETITION

1. United States Court Of Appeals has failed entered a decision to protect appellant Valentine's federally protected Due Process Rights under the 14<sup>th</sup> Amendment of the United States Constitution and should be, settled by this Court.
2. The United States court of appeals for the Tenth Circuit has failed to enter a decision that is in conflict with the United States Court Of Appeals for the Ninth Circuit on the same important matter of under Section 222 of the Federal Communications Act (FCA) regarding the duty to protection of "*customer proprietary network information*," or "*CPNI*" by a telecommunications company and should be, settled by this Court.
3. United States Court Of Appeals has failed to decide an important question of whether Section 222 of the Federal communication Act protects both CPNI and a broader category of customer proprietary information, or only CPNI, was not answered by the Tenth Circuit Court of Appeals, and should be, settled by this Court.
4. United States Court Of Appeals has failed entered a decision that has so far departed from the accepted and usual course of judicial proceeding that has ignored the influence of cybercriminals ("hacker") to change, alter, and delete the court and arbitration documents to directly negatively influence the concealing the unauthorized "*hackers access to information protected (CPNI) under the Act*" that was used in "*fraudulent SIM swaps*" and should be, settled by this Court.

## **CONCLUSION**

The petition for a writ of certiorari should be granted.

Respectfully submitted,



Elet Valentine, Pro Se

Date: October 20, 2025