

OCT 23 2024

24A441

No. 24-5724

IN THE
SUPREME COURT OF THE UNITED STATES

VICTOR GUYTON II

Applicant,

v.

GOLDEN DONUTS LLC., ET AL

Respondents.

To the Honorable Clarence Thomas, Associate Justice of the Supreme Court of the
United States and Circuit Justice for the Eleventh Circuit

EMERGENCY APPLICATION FOR INJUNCTION PENDING REVIEW

IMMEDIATE RELIEF REQUESTED

VICTOR GUYTON II

15001 NW 12 AVE

MIAMI, FL 33168

GUYTONVICTOR12@GMAIL.COM

305-321-9692

RECEIVED

OCT 30 2024

OFFICE OF THE CLERK
SUPREME COURT, U.S.

QUESTIONS PRESENTED

1. Whether \$147,000 final offer to settle violates the Federal Minimum Levels of Financial Responsibility for Motor Carriers Scheduling Limit in contract for nonhazardous commodities. 49 CFR 387.7(c) 49 U.S.C. 31139 (f)(A)

2. Whether the judgment of Respondent's violation of state law will exceed the policy limit in the court of law for the tort. 49 U.S.C. 13101(C) 13301 (d)(3) 13906 (C) 13908 (d) 14701(a) 33139 (a)(B)

3. Can Petitioner obtain at least the Federal Scheduling Limit of \$750,000 pending the granting or denying Petition against Respondent. 49 CFR 387.9 49 U.S.C. 31139 (b)(2)

PARTIES, RULE 29.6 STATEMENT, AND RELATED PROCEEDINGS

Applicant are Victor Guyton II, a consumer of the public road and a professional driver. A petitioner in the Georgia Supreme Court, and Petitioner to the US Supreme Court. Applicant represent that has no parent entity and do not issue stock.

Respondents are Golden Donuts LLC and Selective Insurance Company of America and Selective Insurance Company of South Carolina.

The related proceedings are:

Guyton v. Dunkin, 2022CV369793 (Superior Court of Fulton County), denying Plaintiffs' motion to add party and granting in part to add insured driver as John Doe;

Guyton v. Dunkin, 2022CV369793 (Superior Court of Fulton County), denying Plaintiffs' motion for declaratory judgment and granting Defendants; motion to dismiss;

Guyton v. Golden 2022CV369793 (Superior Court of Fulton County) dismissal with prejudice

Guyton v. Golden A24A0782 (Georgia Court of Appeals) Judgment affirmed in part and vacated in part, and case remanded.

Victor Guyton, II v. Golden Donuts, LLC S25C0001 (Georgia Supreme Court) Denied petition for certioarari

Victor Guyton II v. Golden Donuts LLC, A24A0782 (Georgia Court of Appeals) Notice of Remittitur

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Publications

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(Exodus 34:29).

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98, Originally published as *BK Behavioral Kinesiology* by Harper and Row, New
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To the Honorable Clarence Thomas, Associate Justice of the Supreme Court of the United States and Circuit Justice for the Eleventh Circuit:

Pursuant to Federal Rules of Evidence Rule 103(e), Rule 411, Rule 1004 and Supreme Court Rules of this Court Rule 20, 22 and 23, Federal Rules of Civil Procedure 60(d), 62.1(a) and 49 U.S.C. Without the Court's intervention, a viewpoint-based prior restraint will silence Petitioner consumer of a public road. This Application presents this Court with an extraordinary circumstance in which, for almost four years, a executive branch officer, the judicial branch and legislative branch have imposed equal protection of the law, the most serious and the least tolerable infringement of the Fourteenth Amendment. This act of censorship is predicated on nothing more than the company's personal opinion that \$147,000 performance of insurance demeans, mock, and defile any person who sustain serious injuries. But the actions of insurance company defy basic constitutional principles. The Fourteenth Amendment Metropolitan Life Insurance Company v. W.G. Ward, Jr., 470 U.S. 869 (1985) The McCarran-Ferguson Act exempts the insurance industry from Commerce Clause restrictions, it does not purport to limit the applicability of the Equal Protection Clause. Equal protection restraints are applicable even though the effect of discrimination is similar to the type of burden with which the Commerce Clause also would be concerned.

Ordinarily, judicial review provides a constitutional safety net against prior restraints. As this Court has recognized The judicial power of the United States...shall extend to...controversies between citizens of different states. Insurance Company v. Morse, 87 U.S. 445 (1874). Every citizen is entitled to resort to all courts of the country, and to invoke the protection which all the laws or all those court may afford him. However, the judicial safety net broke down. The trial court denied declaratory judgment and dismissed with prejudice citing the statute

of limitation barred Petitioner from injunctive relief, and the court of appeals decline to address the tolling of the statute of limitations, even though the suit was filed within 2 years and service of process was perfected within the time frame of due process of law. As a consequence, the insurance company is poised to repeat and perpetuate its obligations, generating over \$2 billion in revenue. In this unique circumstance, only this Court can halt an ongoing violation of the most fundamental Fourteenth Amendment protections; that bars against current restraints and censorship.

Specifically, this case involves efforts by the Applicant Victor Guyton II to establish the minimum requirements. Plaintiff did everything by the book to get approval from Selective Insurance, but Selective Insurance denied Plaintiffs the lawful requirement. Selective Insurance sent a final offer to settle for \$147,000 after agents sent him a \$1 million and \$4 million umbrella which has been derisive, divisive and demoralizing. Selective Insurance has even gone as far to say they will not cover any damages unless this Court grant the requested relief.

Plaintiff filed a complaint and sought a preliminary injunction after the court of appeals reverse the trial court's dismissal with prejudice. The Supreme Court denied relief, in the face of this Court's well established precedents in 28 U.S. 2361.

OPINIONS BELOW

The superior court denied Plaintiffs' motion to add party days after Plaintiff submitted exhibits of police report on December 29, 2022. The superior court denied

motion for declaratory judgment on July 21, 2023. On October 31, 2023 the superior court judge dismissed with prejudice. August 1, 2024 the court of appeals affirmed in part, vacate in part and remanded the superior court to dismiss case without prejudice. The Supreme Court of Georgia denied writ on September 17, 2024.

JURISDICTION

Applicant has a pending writ in the United States Supreme Court, under 28 U.S.C. 1257(a). The Court has jurisdiction under 28 U.S.C. 1651 and 15 U.S.C. 26

STATEMENT OF THE CASE

This is a damages case Respondent caused while commerce and trade product. As a result of damages. Selective Insurance opens a claim for motor vehicle accident caused by Golden Donuts LLC Selective Insurance started processing the claim on behalf of Golden Donuts LLC, they pay for the loss of use to vehicle. Petitioner questions Selective Insurance about past, present and future medical bills. Selective tells petitioner that a claim adjuster will handle that aspect of the claim. The claim adjuster makes a final offer for \$147,000 after sending a policy declaration for \$1 million and \$4 million. Selective Insurance refused to establish the minimums required by state law and federal law. Plaintiff sue to stop Defendants' Fourteenth Amendment violations On September 7, 2022, Plaintiff sued to collect a fair and lawful settlement amount. They moved for summary judgment after sending Plaintiff a policy limit with Dunkin Donuts as the business named insured stating that Dunkin was the incorrect party. Then Selective Insurance sent a policy with Golden Donuts LLC as the business named insured concealing material fact.

REASON FOR GRANTING THE APPLICATION

This Court can and should enjoin the ongoing infringement of Plaintiffs' protected rights under the All Writs Act, which authorizes an individual Justice or the Court to issue all writs necessary or appropriate in aid of the Court's jurisdiction. 28 U.S.C. 1651(a); see also Rule 23.1. To obtain relief under Section 1651, an applicant must make a strong showing that it is likely to prevail, while also showing that denying . . . relief would lead to irreparable injury, and that granting relief would not harm the public interest. *Winter v. Natural Resources Defense Council, inc*, 555 U.S. 7, 20 (2008) *Elrod v. Burns* 427 U.S. 347 (1976). A Justice or the Court may also grant injunctive relief if there is a significant possibility that irreparable injury will result if relief is not granted. Irreparable harm is a legal term that refers to harm or injury that cannot be adequately compensated or remedied by any monetary award or damages that may be awarded later. Irreparable harm is a necessary requirement for a court to grant a preliminary injunction or temporary restraining order. The movant, usually has to prove that they will suffer irreparable harm if the injunction is not granted. That is because the purpose of an injunction is to prevent harm before it occurs, and once harm has occurred, it may be too late to adequately compensate the injured party. *Barnes v. Gorman*, 536 U.S. 181 (2002)

Without an immediate injunction, a viewpoint-driven prior restraint that has hung over Victor Guyton II for nearly the entire presidency term will continue to irreparably injure him. Prior restraints are the most serious and the least tolerable infringement of the Fourteenth Amendment, unjustified even to thwart publication of insurance agent secrets. Selective Insurance offer to settle claim is below the

Federal and state minimum and their refusal to establish the minimum is an intolerable Fourteenth Amendment violation, born of Selective Insurance's open disregard for the Constitution.

Here, all path support an injunction, or alternatively, granting certiorari and issuing an injunction pending a ruling on the merits.

I. Petitioner Are Likely To Succeed On The Merits, As It Is Indisputably Clear That Respondent et al Are Violating The Fifth Amendment And Fourteenth Amendment.

When any American is on a public road and gets rear ended and sustains injuries that necessitate medical surgical procedures, the Fourteenth Amendment provides protection to their performance as law abiding citizens, even if the performances are not a government official's cup of tea. That is why the Fourteenth Amendment protects a citizen who is injured by the negligence of another, which includes the designated public forum like the insurance laws of a state. By denying Fourteenth Amendment protection to all citizens, the state of Georgia departed from this Court's rulings so sharply that abuse the power granted to it would fall victim to the state court's reasoning. Petitioner was rear ended off a public road \$147,000 is demeaning and mocking. Selective Insurance offer violates the Fourteenth Amendment three times over. It is a prior restraint, it discriminates based on viewpoint, and it discriminates based on federal and state content in designated public forum. And Respondent caused the accident.

A. Like With Any Motor Vehicle, The Fifth and Fourteenth Amendment Protects Life, Liberty, and Property Through The Due Process Clause.

This Court has long recognized the “substantive due process” doctrine, which holds that the Due Process Clause of the Fourteenth Amendment prevents states from violating constitutional rights. As Justice Thomas explained, “I believe that there is a moral [and] constitutional equivalence, between laws designed to subjugate a race and those that distribute benefits on the basis of race in order to foster some current notion of equality. Government cannot make us equal; it can only recognize, respect, and protect us as equal before the law”. *Adarand Constructors, Inc., v. Federico Pena, Secretary Of Transportation* (1995).

In the wake of the Civil War, the country focused its attention on restoring the Union and establishing the legal status of newly freed slaves. The Constitution was amended to abolish slavery and proclaim that all persons born in the United States are citizens, entitled to the privileges or immunities of citizenship and the equal protection of the laws. Amdts. 13, 14. Because of the second founding, “[o]ur Constitution is color-blind, and neither knows nor tolerates classes among citizens”. *Plessy v. Ferguson*, 163 U.S. 537, 559 (1896).

1. The Lower Court Departed From The Court’s Decades of Precedent Establishing Constitutional Protection for Negligent Conduct.

By concluding that the Fourteenth Amendment Petitioner show, the lower courts made several fundamental errors misconstruing the Court’s precedent. Not only did the trial abused its discretion in ruling that the statute of limitations barr Petitioner from justice is subject to the Fourteenth Amendment standard. For one thing, the lower court suggested that Petitioner is entitled to any relief under Georgia law, the Fourteenth Amendment protects all not just the tortfeasors.

Otherwise censors could prevent injuries from a host of negligence, from a variety of victims across the country. Whether one views justice as political commentary, high art, or slapstick entertainment, the Fourteenth Amendment protect all. The Court has long recognized that when it comes to Fourteenth Amendment protection, the framers did not to authorize racially specific efforts to alleviate inequality

B. Selective Insurance’s Below The Federal Minimum Offer Discriminates Against Petitioner Injurious Viewpoints.

Truck Insurance Exchange v. Kaiser Gypsum Company, Inc., 602 U.S. (2024) the U.S. Supreme Court ruled unanimously that an insurer with financial responsibility for claims asserted in a bankruptcy has standing under the U.S. Bankruptcy Code. The Supreme Court reversed a decision by the Fourth Circuit Court of Appeals denying an insurer standing under the U.S. Bankruptcy Code to object to plan confirmation. The Supreme Court reversed a decision by the Fourth Circuit of Appeals denying an insurer standing based on the “the insurance neutrality” doctrine but did not adopt the insurer’s position that the underlying insurance contract’s “duty to cooperate” triggered the insurer’s right to be heard in connection with the proceeding.

The Supreme Court’s decision concerns the chapter 11 bankruptcy of Kaiser Gypsum Company Inc. and its affiliate Hanson Permanente Cement Inc. Kaiser filed for bankruptcy in 2016. At the the time of filing, Kaiser was named as a defendant in approximately 14,000 asbestos-related lawsuits in state court across the country. Kaiser negotiated a largely consensual bankruptcy plan that establishes a trust under U.S. Bankruptcy Code section 524(g)-a provision of the Code that deals with asbestos-related liabilities. The trust is funded by a cash contribution from a Kaiser affiliate, a promissory note, and an assignment of

Kaiser's right under commercial general liability insurance policies issued by Truck Insurance Exchange.

II. Without A Swift Injunction Against The Ongoing Prior Restraint, Petitioner Will Continue to Suffer Irreparable harm To His Freedoms.

Selective Insurance has every intent to enforce the alleged bar against Petitioner, the agent has said in electronic communications it will continue to deal with the court for tort that occurred on March 6, 2021. Obstructing justice to contend this rejection to lawfully establish the federal minimum 18 U.S.C. 1505.

In the end, Petitioner's will most likely never see the fair settlement amount without an immediate injunction, causing irreparable harm. The loss of the Fourteenth Amendment equal protection of law, for even minimal periods of time, unquestionably constitutes irreparable injury. And Petitioner's loss of Fourteenth Amendment here has exceeded any minimal period. For nearly the entire POTUS term, Petitioner have lived under a prior restraint imposing Selective Insurance preferred values over state statute regarding insurance. Not only has this ongoing censorship stifled Petitioner's right to the enjoyment of life, but it also has stifled Petitioner's right to a jury trial to hear Selective Insurance's performances.

III. Ensuring Multi-Billion Dollar Insurance Company's Do Not Impose Their Views Over The Rule of Law is Critical to the Public Interest.

Protecting Fourteenth Amendment rights is always in the public interest. Injunctions protecting Fourteenth Amendment are always in the public interest.

And at any state, the vigilant protection of constitutional equal protection is nowhere more vital, as they are peculiar the marketplace of fairness. For the state by regulation, to cast disapproval on particular viewpoints of its tax paying citizens risks the suppression of equal protection in one of the vital states for NAICS. Enjoining that fairness and equal protection of law meets the strong public interest on the public road. Alas, judicial intervention to defend that public interest is no less needed today than it was 50 years ago.

IV. Alternatively, the Court Should Treat This Application as a Petition for Certiorari and Grant Certiorari Now, As This Case Reveals Conflict Between Lower Courts Over Constitutional Issue of Immediate Importance.

The Supreme Court of Georgia rationale for denying Petitioner's writ for certiorari, on an issue of great national importance, so this Court will very likely grant certiorari when the merits percolates up through the Eleventh Circuit. That satisfies the standard for injunctive relief under under the All Writs Act, which permits an injunction where there is a significant possibility that this Court would grant plenary review and reverse the courts below, and support this Court granting an injunction pending certiorari.

When the Supreme Court of Georgia denied to deny emergency motion with its merits appeal, it effectively denied it by guaranteeing that no decision will come in time for Respondent's tort. Petitioner's appeal from a ruling, when his very motion was a motion to add party, days after Petitioner submitted Police Report denied motion and dismissed the case with prejudice for alleged statute of

limitations. When the merits of this case do make it to this Court, there is a significant possibility this Court will grant certiorari: Any grounds for ruling against Petitioner will create a Federal claim against the United States Court of Federal Claim, the lower court, violated the Fourteenth Amendment when they dismissed with prejudice.

For these same reasons others articulated throughout this application, in the alternative, the Court should treat this application as a petition for certiorari and grant certiorari, with an interim injunction that would allow Petitioner to relief for a rear end collision that occurred on March 6, 2021. Certiorari is warranted due to the important federal questions at issue minimum standards, the conflicts with this Court's precedents, and the decision's creation of a growing split in authority over what protection to afford financial responsibility on public roads.

CONCLUSION

A preliminary injunction is an interlocutory order issued by a judge early in a lawsuit to stop the defendant from continuing their allegedly harmful actions, or commanding them to act in a certain manner to preserve the status quo before the final judgment an injunction is an equitable remedy or a declaratory judgment(when the harm done cannot be remedied by awarding monetary compensation). The failure to adhere to the order issued in the injunction could end in the violator's liability for contempt of court.

The three types of injunctions are permanent injunctions, temporary restraining orders, and preliminary injunctions. The party seeking a preliminary

injunction must adequately show that there would be irreparable harm to the seeking party without the preliminary injunction. The preliminary injunction could be granted both during and after the trial. However, the preliminary injunction must be issued after a hearing, and the granting of preliminary injunctions depends on the judge's discretion. The judge evaluates the degree of the potentially irreparable harm (e.g., the harm to business reputation, physical harm to a party, the violation of a constitutional right, etc.), the likelihood of the winning of each party, and the public and private interests that are at stake as the result of the granting of the injunction (e.g., prohibiting free speech is a violation of the public interest that the courts should consider). See *Winter v. Natural Defense Council, Inc*, 555 U.S. 7 (2008). The dissenting party could appeal the judge's awarding or non-awarding of the preliminary injunction. The courts also pay close attention to issues of fairness and good faith when deciding on a preliminary injunction. If the extent of irreparable harm outweighs significantly more than the party being compelled to refrain from a certain action, then the judge will grant the preliminary injunction. Courts generally do not consider the defendant's refraining from performing an illegal activity as harm done to the defendant. The likelihood of success based on merits for the plaintiff is the most decisive factor in the balancing test. Also, note that the burden of proof for the issuance of a preliminary injunction is substantially greater than that required of a motion for summary judgement. If it clearly appears from specific facts shown by an affidavit or by verified complaint that immediate and irreparable injury, loss, or damage will result to the applicant before the adverse party's attorney can be heard in opposition.

Some other forms of injury recognized by the law include a permanent injury is a type of personal injury of a nature that has a lasting, adverse effect on

employment potential. An irreparable injury is a type of harm that cannot be cured or reversed by monetary compensation. Compensation is payment or remuneration for work or services performed or for harm suffered (see also damages). Workers' compensation laws, for example, protect employees who suffer some harm in the course of their employment by providing fixed benefits or monetary awards damages in an attempt to circumvent the need for litigation.

In civil cases, damages are the remedy that a party requests the court award in order to try to make the injured party whole. Typically damage awards are in the form of monetary compensation to the harmed party. Damages are imposed if the court finds that a party breached a duty under contract or violated some right. The sum of money included in the damages can be compensatory damages that are calculated based on the harmed party's actual losses, or punitive damages intended to punish the wrongdoer. The term actual damages is synonymous with compensatory damages and excludes punitive damages.

In a contract case, punitive damages are generally not awarded. This is because the law generally recognizes that parties should be allowed to breach a contract where it would be more economically efficient to do so. Thus, the law does not punish a party for breach, it simply seeks to put the non-breaching party back into a fair position. This can mean the court awards the non-breaching party either expectancy damages which is what the party expected to receive under the contract, reliance damages which is the economic position the party would have been in had they not relied on the contract, or restitution which is an equitable remedy to take away profits from the party that breached. There are also liquidated damages which contract parties can agree to in advance in the event of breach. In contract law, if a

court determines that damages will not properly compensate the injured party, the court may choose to award specific performance. In a tort case the injured party can receive compensatory damages to compensate for all types of losses, including direct costs for medical care, property damage, or lost wages. It can also include indirect costs such as compensating for pain and suffering or inconvenience. When a tort wrongdoer was willfully reckless or the harm was particularly bad, the court may award punitive damages in addition to compensatory damages. For certain types of injuries, statutes provide that successful parties should receive some multiple of their "actual damages" -- e.g., treble damages

The Fourteenth Amendment's equal protection promise of neutrality is at its zenith at America's public road, where consumers of the road must comply with the Uniform Rules of the Road; otherwise our civilization will stagnate and die. But Selective Insurance has deprived Petitioner of that promise of policy for 3 years-and knowingly so. When courts below have allowed a viewpoint-based prior restraint to persist, the judicial safety net has broken down.

Under these extraordinary circumstances, the Court should intervene and Immediately enjoin Respondents, pending certiorari, from denying Petitioner of policy limits fair activity based on the content of Petitioner's injuries sustained on March 6, 2021.

October 23, 2024.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "VNGT II". The letters are stylized and connected, with a prominent vertical stroke on the left side.

VICTOR GUYTON II

15001 NW 12 AVE

MIAMI, FL 33168

GUYTONVICTOR12@GMAIL.COM

305-321-9692

**Additional material
from this filing is
available in the
Clerk's Office.**