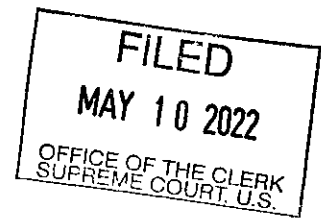


21-7888
No. _____

ORIGINAL



IN THE
SUPREME COURT OF THE UNITED STATES

Evelyn Howell Massey, PETITIONER
Pro Per Litigant

vs.

Biola University, Inc., RESPONDENT(S)
Does 1 to 10 Inclusive

ON PETITION FOR A WRIT OF CERTIORARI TO

In the Supreme Court of California
Case No. S272351, En Banc
*Chief Justice Cantil-Sakauye

PETITION FOR WRIT OF CERTIORARI

Petitioner Request To Present Oral Arguments before the U.S. Supreme Court

Petitioner

Evelyn Howell Massey
P.O. Box 431387
Los Angeles, California
90043
1 (424) 249-0076
diamondstars08@gmail.com
*Pro Se Litigant

Respondent

Biola University, Inc.
FitzGerald, Yap, Kreditor, LLP
David R. Hunt,
Attorney
2 Park Plaza #850
Irvine, California
92614
1 (949) 788-8900
dhunt@fyklaw.com
counsel for Respondent

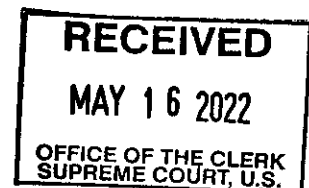


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APPENDIX B	California Court of Appeal: Vacate Dismissal - Denied.
APPENDIX C	California Court: Trial Date/Misleading.
APPENDIX D	Request To Adjudicate "Breach of Contract": Ex Parte Application.
APPENDIX E	Judge Ruth Ann Kwan's Contradictions-"STAY" Pending Federal Appeal
APPENDIX F	Judge Curtis A. Kin's Contradictions - Erroneous Rulings.
APPENDIX G	Appeal: Justice Elwood Lui's Rulings.
APPENDIX H	Magistrate Judge John D. Early's Report.
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APPENDIX J	California Fair Procedure Law.

LIST OF PARTIES

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

Biola University, Inc.

*Does 1-10 inclusive all identified as Biola University.

1. Clark Campbell, Associate Senior Provost
2. Pat Pike, Associate Provost
3. Clint Arnold, Dean-Talbot
4. Aaron Devine, Assistant Dean-Talbot
5. Ben Shin, Professor-Talbot
6. Clay Jones, Professor-Talbot
7. David Rimoldi, Facilitator-Talbot
8. Kevin Van Lant, Professor-Talbot
9. Walter Russell, Professor-Talbot
10. Gregg Greary, Dean Library/Biola

RELATED CASES

1
2
3 1. California Court of Appeal

4 Second (2nd) Appellate District,
5 Division Two (2) Case No. B314898

6 *Chief Justice Elwood Lui

7 2. California Superior Court,

8 Department 72

9 Stanley Mosk Courthouse

10 Case No. 20STCV54853

11 *Judge Curtis A. Kin

12 *Judge Ruth Ann Kwan

13 Breach of Contract "STAY" Pending the

14 Federal Court of Appeals 9th Circuit.

15 3. Federal Court of Appeals (9th) Ninth Circuit

16 Constitution: Title IX, Title VI, Equal Protection - Breach of Contract

17 Dismissed Without Prejudice Magistrate Judge directed Plaintiff to file in
18 California State Court.

19
20 * The Breach of Contract Claim does not have anything to do with the Federal
21 Appeals Claim/Case. Therefore, the "STAY" on the Breach of Contract Claim is
22 unjustified.
23
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25
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INTRODUCTION

Petitioner's (Evelyn Howell Massey) Writ of Certiorari is presented to the United States Supreme Court to address the legal controversial issues that are unresolved due to the "Final Judgment Doctrine" order. Petitioner as Plaintiff filed a Federal Title IX, Title VI, and 14th Amendment Complaint against Biola University, Inc. for violations. Also included (but separate), Plaintiff filed a Breach of Contract for Biola's violations of its Policies and Procedures during disciplinary proceedings.

After the Federal Claims were dismissed with prejudice, the Magistrate Judge and the District Judge gave Plaintiff leave to file the Breach of Contract in the California Superior Court. Thereafter, Plaintiff filed the Breach of Contract and also filed a Constructive Fraud Claim against Biola University, Inc.

Plaintiff's complaints were assigned to Judge Ruth Ann Kwan's Court, Department 72. During the first Court Hearing, Judge Kwan placed an unjustified "STAY" on the Breach of Contract Claim pending the Federal Appeal. Thereafter, Judge Kwan gave Plaintiff leave to amend the Fraud Claim. At that time, Judge Kwan did not state that a "STAY" was ordered for the Fraud Claim after it was amended.

Also, as a special critical notation, Judge Kwan was scheduled to leave Department 72 - and was reassigned to a different Court and Department before Plaintiff's amended Fraud Claim was due before Court again.

After Judge Ruth Ann Kwan was reassigned, Judge Curtis A. Kin was assigned to Department 72 - and he acquired Judge Kwan cases with the expectation to adjudicate the Breach of Contract Claim and the Fraud Claim.

1 However, Judge Kin did not adjudicate the "STAY" Breach of Contract - but he
2 adjudicated the Fraud Claim. Moreover, the Rulings for the Fraud Claim by Judge
3 Kin has serious numerous erroneous errors. Many of the facts were overlooked and
4 Judge Curtis A. Kin's Rulings were in direct alignment with Biola's attorney David
5 R. Hunt's Demurrer. Attorney Hunt presented false allegations against Plaintiff and
6 his facts, people, events, dates, and documents were based on lies. Plaintiff
7 identifies this Judicial behavior to be Judicial Corruption by both Attorney David
8 R. Hunt and Judge Curtis A. Kin.

9
10 To confirm legal erroneous errors and judicial bias, according to California Law,
11 Judge Ruth Ann Kwan and Judge Curtis A. Kin had the Jurisdiction and the
12 authority to adjudicate the Breach of Contract Claim under the California Fair
13 Procedure Law for public and private universities during disciplinary procedures.
14 Plaintiff filed an appeal against Judge Kin's erroneous rulings for the Fraud Claim.
15 Additionally, the Fraud Claim does not have a connection to the Federal Claim or
16 the Breach of Contract Claim. Therefore, Judge Kwan and Judge Kin's rulings
17 represent Judicial Bias, Racial Bias, and Judicial Corruption.

18 To confirm racial-ethnic bias, Plaintiff's Claim involved Ben Shin's (Asian)
19 Breach of Contract of Biola's Policies and Procedures. Ben Shin made racial slurs
20 towards Plaintiff during his lectures. To support this Claim, there was no legal
21 reason for Judge Ruth Ann Kwan to order a "STAY" on the Breach of Contract
22 Claim. Judge Ruth Ann Kwan is Asian. Judge Curtis A. Kin is Asian, and Justice
23 Elwood Lui is Asian, Justice for the California Court of Appeals.

24 In conclusion, this Writ of Certiorari questions will be drawn from these
25 contradictions.

Questions

1. Why would the “Final Judgment Doctrine” be legitimate when this Doctrine was order under the authority of Judicial Bias, Racial Bias, and Judicial Corruption?
2. What was the legal justification for Judge Ruth Ann Kwan’s decision to order a “STAY” on the Breach of Contract Claim (pending the Federal Appeal for Title IX Violations, Title VI Violations, and the 14th Amendment) when California law gave her the jurisdiction and authority to adjudicate the Breach of Contract according to the California Fair Procedure Law?
3. How will the Federal Appeal decision support the California Breach of Contract “STAY”?
4. When is the “Final Judgment Doctrine” erroneously used (due to an unjustified “STAY”) pending a Federal Appeal decision.
5. Where in the law does it prevent Judge Curtis A. Kin from adjudicating the Breach of Contract “STAY” that was under his jurisdiction and under his authority?
6. Who is responsible to monitor Judges erroneous errors, Judicial unethical Bias, Racial Bias, and Judicial Corruption?
7. Since the “STAY” is still on the Breach of Contract pending the Federal Appeal, will Judge Kin make the same Rulings as the Federal Appeal Judges?
8. Who, What, When, Where, Why, and How is justice executed based on the truth and not on lies?

CALIFORNIA COURT OF APPEALS
OPENING BRIEF
TABLE OF AUTHORITIES

Cases

- Doe v. USC (2018)
- Boschma v. Home Loan (2011)
- Hackethal v. National Casualty (1987)
- Marketing West v. Sanyo (1992)
- Hoffman v. North Wolfe (2014)
- SCC Acquisition v. Central Pacific (2012)
- Wolk v. Green (2007)
- Frank v. Marquette Univ. (1932)
- State ex rel. Sherman v. Hyman (1942)
- Barnard v. Inhabitants of Shelburne
- Lingsch v. Savage (1963)
- Edge v. Bryan (1920)
- Coffelt v. Nicholson (1954)
- People ex rel. Bluett v. Trustees of Univ. Illinois (1956)

Statutes

- Administrative Writ of Mandamus 1094.5
- California Education Code 94367
- California Code 338 - Fraud
- Constructive Fraud Elements
- California Fair Procedure Law
- Statute of Limitation

Other

- Title VI
- Title IX
- 14th Amendment
- 9th Amendment
- First Amendment
- Equal Protection Rights
- Biola's Faculty Handbook 9.1
- Biola's Student Handbook
- Biola's Graduate Handbook
- Biola's Talbot Handbook
- American Heritage Dictionary
- Proverbs 28:5

REQUEST FOR RELIEF AND DAMAGES

WHEREFORE, the Plaintiff requests:

A. Biola University will immediately rescind the Administrative Withdrawal against Plaintiff.

B. Biola University will immediately reinstate Plaintiff to good standing as a graduate student.

C. Biola University will immediately reactivate Plaintiff's Biola student email account.

D. Biola University will provide administrative assistance and counseling for the purpose of reenrollment, and to coordinate courses to finish all requirements for graduation. Moreover, Plaintiff will be the keynote speaker at her graduation.

E. Biola University will provide full and complete tuition cost for the remainder of Plaintiff's Master of Arts Degree in Theology program.

F. Biola University will provide full and complete compensation for Plaintiff's books, school supplies, typist cost, transportation cost, housing cost, meals cost, and all student conferences related to Biola's schedule.

G. Biola University will exempt Plaintiff from all required Spiritual Formation courses, and Biola will approve for Plaintiff to replace Spiritual Formation courses with Theology courses.

H. Biola University will remove the Fall 2015 Spiritual Formation course and the "B-" grade from Plaintiff's Transcript.

1
2 I. Biola University will remove the Spring 2016 Pastoral Care and Counselling
3 Course and the "B-" grade from Plaintiff's Transcript.

4
5 J. Biola University will destroy all hard copies and electronic copies of the
6 discipline proceedings against Plaintiff. Also, Biola will destroy all documents and
7 charges of the Title IX Claim against Plaintiff.

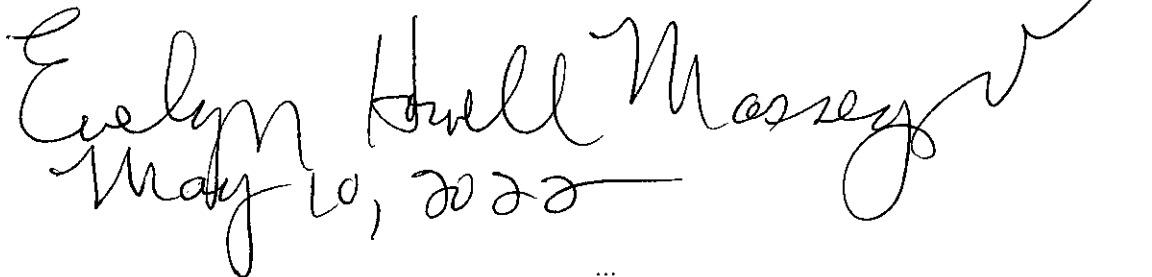
8
9 K. Biola University will cover total cost (full compensation) for an educational trip
10 to Israel including travel cost, hotel cost, meals cost, and basic expenses. This
11 opportunity was denied as a loss trip that was planned for Plaintiff's Spring 2019
12 semester. The Administrative Withdrawal prevented this opportunity.

13
14 L. Biola University will pay Plaintiff \$500,000.00 dollars for the following
15 damages:

- 16 1. Compensatory Damages
17 2. Academic and Future College Admissions Disclosure Damages.
18 3. Career Advancement Damages
19 4. Future Loss Earnings Damages.
20 5. Delayed Graduation Damages.
21 6. Family Sacrifice and Family Material Loss Damages
22 7. Plaintiff's Reputation Damages.
23 8. Cost of Living and Hardship Survival Damages
24 • Case Law: Wolk v. Green, 516 F. Supp. 2d 1121, 1135 (N.D. Cal. 2007).

25 M. All costs of suit necessarily incurred herein as allowed by 42 U.S.C. §1988.

26 N. Such further relief as the Court deems just or proper.

27
28

May 10, 2020

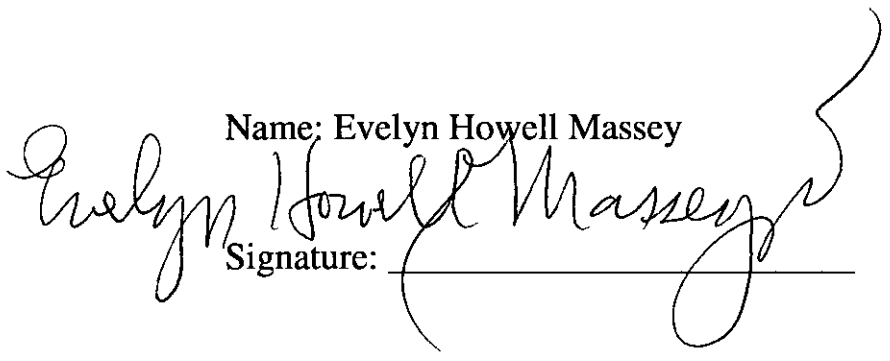
Certificate of Page Count

This Writ of Certiorari consists of 40 pages starting with page number one - title Opinions and page number one - title Jurisdiction.

Appendix Letters Are: A to I

Date: May 10, 2022

Name: Evelyn Howell Massey

Signature: 

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**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

☒ For cases from **state courts**:

1. The opinion of the highest state court to review the merits appears at Appendix A to the petition and is
☒ reported at California Supreme Court; or,
☐ has been designated for publication but is not yet reported; or,
☒ is unpublished.
2. The opinion of the California Court of Appeal court appears at Appendix B, C to the petition and is
☐ reported at N/A; or,
☐ has been designated for publication but is not yet reported; or,
☒ is unpublished.
3. The opinion of the California Superior Court. Appendix D, E, F.

JURISDICTION

☒ For cases from **state courts**:

1 The date on which the highest state court decided my case was February 23,
2 2022. A copy of that decision appears at Appendix A.

3 [☒] A timely petition for rehearing was thereafter denied on the following
4 date: February 23, 2022, and a copy of the order denying rehearing
5 appears at Appendix A.

6
7 [] An extension of time to file the petition for a writ of certiorari was
8 granted to and including N/A (date) on N/A (date) in Application No.
9 A NA.

10
11 The jurisdiction of the Court is invoked under 28 U.S.C. §1257(a).

12
13 **CONSTITUTIONAL PROVISIONS INVOLVED**

14
15 1. United States Constitution

16 (14th) Fourteenth Amendment

17 *Equal Protection Violations

18 2. United States Constitution

19 (7th) Seventh Amendment

20 *Trial By Jury For Civil Complaint

21 Case Law: *Tull v. United States

22 3. United States Constitution

23 (9th) Ninth Amendment

24 *Enumeration in the Constitution, of Certain Rights, shall not be construed to
25 deny or disparage others retained by the people.

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Demurrer Ruling, August 24, 2021

Paragraph #1

Judge Curtis A. Kin erroneously documented that “The remedy of administrative mandamus (1094.5) is available to review adjudicator decisions of private organizations, including universities.” (Doe v. University of Southern California (2018). Judge Kin claims that “Plaintiff did not file this action in the writs and receivers department.”

Plaintiff and Appellant’s Response:

Appellant argues against this claim and refutes the Trial Court’s Ruling as follows:

First and foremost, the Writ of Mandamus 1094.5 is an administrative process basically a public law remedy of the common law system that, though can be rightfully applied for by any citizen whose rights have been violated by governmental or judicial bodies, it is not sanctioned to be availed in cases of private wrongs. *(A public authority to perform a legal duty) Contradiction: Biola University is a private and religious entity with exemptions. The religion was not at any time identified by Biola in the Court documents.

Secondly, the key words in Judge Kin ruling of the Writ of Mandamus 1094.5 are “adjudicatory decision.” An adjudicator decision is derived from an adjudicatory hearing. Biola University, Inc., according to its policies and procedures does not provide appeals (no Hearing) for graduate students as they follow its legal duty as follows:

***Student Discipline:**

Clint Arnold, Dean Document (8/22/0018)

Biola University’s Disciplinary Sham

There was no independent Adjudicator.

Violation: California Fair Procedure Law

Thirdly, the Administrative Writ of Mandamus 1094.5 can be used to challenge an agency's adjudicatory decisions when:

1. The agency's decision is final;
2. The decision results from a proceeding in which by law a hearing is required;
3. Evidence is required to be taken; and the
4. Decision maker had discretion to determine the facts.

Most Writs challenge the decisions of state and local government agencies.

However, a Petition for Writ of Administrative Mandamus (1094.5) may also be used to review the decisions of private organizations, such as private colleges and hospital boards, **so long as the petition meets the criteria above.**

Major Legal Requirement

Biola University, Inc. does not meet the criteria to execute a petition for an Administrative Writ of Mandamus, 1094.5.

Biola University confirms the following policy:

1. For disciplinary proceedings, formal rules of evidence are not followed.
2. For disciplinary proceedings, past conduct may be considered. **If past conduct is considered, than the accused person should be able to defend themselves against that past conduct. Therefore, time would apply accordingly.**
3. For disciplinary proceedings, no particular model of the procedural process is required.
4. The Adjudicator will attempt to structure the procedure for truth, reliability, fair, and reasonable determination. Clark Campbell was not an independent adjudicator. This was a constructive fraudulent process.

Constructive Fraud of Omission

If the Adjudicator is not independent - with a severe conflict of interest, than it is impossible to receive a fair, reliable or reasonable investigation or decision. Based on this process, Biola University, Inc. does not meet the criteria for petition Administrative Writ of Mandamus.

Fourthly, Biola University's Adjudicator is not an independent agent to serve as the objective person for the disciplinary process against Plaintiff. Clint Arnold, Dean arbitrarily selected Clark Campbell, Executive Senior Associate Provost - (former Dean of the Psychology Department) - to be the Adjudicator. Pat Pike and Kevin Van Lant are both from the Department of Psychology - both coworkers with Clark Campbell.

Fifthly, the Trial Court by Judge Curtis A. Kin (in his Ruling) used the Case Law: Doe v. University of Southern California (2018) to support the private university - to petition the Writ of Administrative Mandamus. There are major differences between Biola University, Inc. compared to USC - Doe v. University of Southern California. (2018)

1. Biola is a private and religious university.
2. Biola has selective religious, federal, and state exemptions.
3. Biola does not have the criteria for the Writ.
4. Biola's policies and procedures legal duty are void.

Sixthly, Plaintiff's legal journey against Biola University, Inc. began by filing a formal complaint with the United States Department of Education on October 19, 2019. The Department of Education reply included documented limitations of the Office of Civil Rights to move forward at that time, however, after all was

1 considered the Department of Education - Office of Civil Rights granted approval
2 as follows:

3 Page 3 of the 10/19/2018 Letter:

4 "The complainant may have the right to file a private suit in federal court whether
5 or not "OCR" finds a violation".

6 *Plaintiff's federal Compliant History is in the record showing proof.

7
8 **Trial Court Did Wrong #2**

9 **Judge Curtis A. Kin**

10 Demurrer Ruling, August 24, 2021

11 **Paragraph #2 and #3**

12 Judge Curtis A. Kin wrongly concluded (in his August 24, 2021 Ruling) that
13 "Plaintiff relied on wrongful conduct occurring before December 2, 2017; three
14 years from (December 2, 2020) commencement of this action," Judge Kin erred by
15 his documentation that the "fraud-based causes of action are time-barred".

16
17 **Plaintiff and Appellant's Response:**

18 **Appendix: Volume II**

19 **Statute of Limitation Not Barred For Fraud -3 years.**

20 November 8, 2018 to December 2, 2020 is 2 years. **Therefore, Judge Curtis A.**
21 **Kin's Ruling (that the "Fraud-based Causes of Action are time-barred".) is a**
22 **major erroneous error regarding the Statute of Limitations.**

23
24 **Trial Court Did Wrong #3**

25 **Judge Curtis A. Kin**

26 Demurrer Ruling August 24, 2021

27 **Paragraph #4a**

1 Judge Curtis A. Kin erred in his Ruling on August 24, 2021 that "Plaintiff does not
2 allege her justifiable reliance, an essential element of any cause of action based on
3 fraud."

4
5 **Plaintiff and Appellant's Response:**

6 What is Justifiable Reliance?

7 Justifiable: An acceptable explanation made in Court...; capable of being justified;

8 It is possible to find a good reason for the action.

9 Reliance: Dependence, trust, authority, confidence, sufficient support.

10
11 Biola University's Inc. Foundational Fiduciary Equitable Duty To Students:

12 **Biola University's Vision Statement**

13 **"Evangelical Christians"**

14 "To be identified among the world's foremost Christ-centered universities,

15 1. a community abiding in truth,

16 2. abounding with grace,

17 3. compelled by Christ's love

18 to be relevant and redemptive voice in a changing world."

19
20 **Biola University's Mission Statement**

21 "The mission is biblically centered education, scholarship, and service - equipping
22 men and women in mind and character to impact the world for the Lord Jesus
23 Christ."

24 **Let's Review: Biola University's Lie**

25 1. Plaintiff confirms Clark Campbell's lie.

26 2. Plaintiff confirms Pat Pike's lie.

27 3. Plaintiff confirms Clint Arnold's lie.

28 4. Plaintiff confirms Aaron Devine's lie.

5. Plaintiff confirms Ben Shin's lie.

6. Plaintiff confirms Clay Jones's lie.

7. Plaintiff confirms David Rimoldi's lie.

8. Plaintiff confirms Kevin Van Lant's lie.

9. Plaintiff confirms Walter Russell's lie.

10. Plaintiff confirms Gregg Geary's lie.

1
2 **“No Contact” Order Contradictions History:**

- 3 1. Clint Arnold’s Fall 2016 “No Contact” Order by Chief Ojeisekhoba.
4 2. Clint Arnold’s January 30, 2017 “No Contact” Order by Chief Ojeisekhoba.
5 3. Clark Campbell’s February 1, 2017 “No Contact” Order by Investigator
6 Veronica Baeza.
7 4. Clark Campbell’s February 2, 2017 “No Contact” Order by Chief
8 Ojeisekhoba.

9
10 **Trial Court Did Wrong #4**

11 **Judge Curtis A. Kin**

12 Demurrer Ruling, August 24, 2021

13 **Paragraph #4b**

14 Judge Curtis A. Kin unreasonably misconstrued in his Ruling that “Plaintiff does
15 not allege how she acted upon any concealment or misrepresentation to her
16 detriment.”

17
18 **Plaintiff and Appellant’s Response:**

19 **Plaintiff sent “cc” copies to Van Lant in emails to Pat Pike and emails to Clint**
20 **Arnold; changed her position (acted response with “cc” copies) to her**
21 **detriment after Justifiable Reliance, on Pike and Arnold.**

22
23 Plaintiff acted on Concealment and Fraudulent Misrepresentations to her detriment
24 as follows:

25
26 Biola University’s “No Contact” Order severe Contradictions, Concealments, and
27 Fraudulent Misrepresentation as follows: Clark Campbell’s 11/2018 report:
28 Investigator Baeza gave the “No Contact” Order to you on February 1, 2017.

1 Plaintiff did not receive a "No Contact" Order document from Biola University,
2 Inc. There were no discussions about the content of the No Contact document.
3 **Clark Campbell sent the "No Contact" letter to Plaintiff on October 2, 2018.**
4

5
6 Biola's Contradictions: False accusations

7 Clint Arnold, Dean Talbot School of Theology

8 July 24, 2018

9 Evelyn,

This is a lie!

10 I am writing to you with regard to your enrollment for the Fall 2018 semester at
11 Talbot. It has come to my attention that you are registered to take TTPT 707
12 Foundations of Pastoral Care & Counselling with Dr. Kevin Van Lant. Because of
13 the "no contact" order that was issued to you orally by Chief John
14 Ojeisekhoba in Fall 2016, it will not be possible for you to retake this class with
15 Dr. Van Lant. **There was not a "No Contact" oral or written order Fall
2016.**

16 Thanks for your attention to this matter.

17 Sincerely,

18 Clinton E. Arnold
19

20 **Biola's Registrar approved Plaintiff's enrollment into Van Lant's course July 2016.**
21 **Plaintiff did not at any time receive a notification (not to enroll) from the Registrar.**
22

23 Clark Campbell, Adjudicator

24 Campbell's report dated November 8, 2018

25
26 Clint Arnold's (August 22, 2018) Notice to Plaintiff of disciplinary procedures:

27 In accordance with the above, I have decided to appoint Dr. Clark Campbell
28 (Senior Associate Provost, Academic Affairs) as the Adjudicator on this matter

1 and the matter has been referred to him for appropriate action. Dr. Campbell will
2 be in contact with you regarding the next steps. *Not Independent

3 Sincerely,

4
5 Clinton E. Arnold
6 Dean, Talbot School of Theology

7 Clark Campbell's Fraudulent Concealment of a material fact that he was not an
8 independent adjudicator. Campbell should have shared this information in good
9 faith because it was Biola University's duty to disclose all facts to Plaintiff. Also,
10 Clark Campbell Fraudulent Misrepresentations were with the Knowledge of the
11 Falsity with the intent to induce Reliance and Plaintiff's trust.

12
13 Clark Campbell's Concealment and Fraudulent Misrepresentations page #1,
14 paragraph #1

15 EVELYN MASSEY

16 November 8, 2018

17 By Clark D. Campbell, PhD, Adjudicator

18 On August 22, 2018¹, Dr. Clint Arnold, Dean of Talbot School of
19 Theology, sent a letter to Ms. Evelyn Massey, a graduate student enrolled in the
20 Talbot School of theology, notifying her of potential violations of Biola policies
21 and standards of conduct. The letter also indicated that, in accordance with
22 Biola's Graduate Student Handbook, Dr. Clark Campbell had been appointed to
be an **independent adjudicator** with regard to the potential violations.

23
24 **The last sentence is a deceitful lie.**

25 Judicial Note: *Clint Arnold does not state that Clark Campbell is an independent*
26 *adjudicator.*

1 Defendant's Fraudulent Concealment and Misrepresentations confirms Clark
2 Campbell's severe Conflict of Interest due to the fact of Campbell's extensive work
3 history and close relationship with Clint Arnold, Pat Pike, Aaron Devine, Kevin
4 Van Lant, **Ben Shin**, Clay Jones, David Rimoldi, Gregg Geary, and Walter Russell,
5 all of whom are deeply related to the fraud.

6
7 Clark Campbell (as was directed by Clint Arnold) used the fraudulent interviews of
8 the above faculty and staff to falsify knowledge, events and to establish the intent to
9 caused Plaintiff harm by the Wrongful Administrative Withdrawal.

10
11 **Trial Court Did Wrong #5**

12 **Judge Curtis A. Kin**

13 Demurrer Ruling, August 24, 2021

14 **Paragraph #4c**

15 Judge Curtis A. Kin grossly mistaken in his Ruling with the claim that "Plaintiff
16 does not state any cause of action based on fraud."

17
18 **Plaintiff and Appellant's Response:**

19 Plaintiff will support her argument (before the Appeals Justices) with Constructive
20 Fraudulent behaviors by Biola University, Inc. a non-profit religious corporation.

21
22 **Constructive Fraud Elements**

- 23 1. Fiduciary Relationship Position
24 2. Equitable Expected Duty
25 3. Expected Trust and Confidence
26 4. False Misrepresentations, and/or Omissions, and/or Concealments
27 5. Significant Material Facts Missing
28

1 **6b. What do you think Defendant's Attorney did wrong?**

2 **Defendant's Attorney Did Wrong #1**

3 Defendant's attorney David R. Hunt erroneously documented in his Demurrer page
4 17, lines 6-8 as follows:

5 Hunt's Demurrer Statement

6 *"Assuming for argument's sake Dr. Pike had a fiduciary duty to disclose the*
7 *existence of an NCO of which she may not have been aware, there was no false*
8 *representation, concealment or nondisclosure by Dr. Pike and Plaintiff certainly*
9 *did not rely on Dr. Pike's email in anyway."*

10 **Plaintiff and Appellant's Response**

11 **First and foremost, Pat Pike**, Associate Provost for Biola University, Inc., a
12 fiduciary position, on April 3, 2018 - was knowledgeable and fully aware of the
13 "No Contact" Order (NCO) deceitfully requested by Kevin Van Lant - who used (as
14 a power move) Campus Safety to issue this order for no identifiable reason - outside
15 of his own personal retaliation because Plaintiff rejected his advances.

16 **Secondly, Pat Pike** has had a close working relationship with Kevin Van Lant not
17 only as employees of Biola, but as working colleagues in the Department of
18 Psychology - (Clark Campbell, Adjudicator is part of this relationship with Kevin
19 Van Lant and Pat Pike) this working relationship between Pike, Van Lant, and
20 Campbell proves a great conflict of interest that was eventually to Plaintiff's
21 detriment.

22
23 **Thirdly**, to solidify Biola's Constructive Fraud by concealment, misrepresentations,
24 and omissions, on April 3, 2018 (three months before Plaintiff received Clinton E.
25 Arnold's emails) Pat Pike, Associate Provost executed Constructive Fraud because
26 Plaintiff had (at that time) unconditional trust in Pat Pike established on a **fiduciary**
27 **relationship**. Pat Pike and Plaintiff emailed each other about the re-take course
28

1 problem involving Kevin Van Lant. Pat Pike was fully aware of the details. **The**
2 **emails included “cc” copies to Kevin Van Lant.** During the course of this
3 communication exchange - Pat Pike did not tell Plaintiff that “cc” copies to Kevin
4 Van Lant were violations of a “No Contact” Letter. Also, Pat Pike told Plaintiff she
5 was going to handle the retake course and would contact her with a solution. Pat
6 Pike did not tell Plaintiff that she was going to give the retake course problem to
7 Clint Arnold, Dean. Pat Pike demonstrated concealment and omissions, thereby this
8 caused Plaintiff to change her position (email to Clint Arnold) to her detriment
9 causing of Clint Arnold’s disciplinary process.

10
11 **Fourthly**, on July 24, 2018, Plaintiff received an email from Clint Arnold accusing
12 her of an oral “No Contact” order from Biola’s Campus Safety Chief during Fall
13 2016. Plaintiff responded to this email from Clint Arnold because it was a lie, and
14 moreover it was insulting. Clint Arnold did not consider the fact that Plaintiff was
15 approved (by Biola’s Registrar) to retake Van Lant course July 2016. Plaintiff made
16 efforts to take an independent course to replace Van Lant’s course (it was also
17 confirmed that Van Lant was the only professor teaching this course at that time).
18 So Plaintiff did not have any other options to retake Van Lant’s course outside of an
19 independent course option.

20
21 **Pat Pike was aware of this problem because Plaintiff even asked Pike to**
22 **facilitate the retake course, but she expressed that she was no longer able to**
23 **operate within the faculty category.**

24
25 Nevertheless, again, Plaintiff had Justifiable Reliance on Pat Pike to disclose that
26 “cc” copies to Van Lant were a violation to a “No Contact” order letter (a letter
27 Plaintiff did not receive). Clark Campbell sent this letter to Plaintiff during the
28

1 disciplinary process on October 2, 2018. **Moreover, the handling of the “No**
2 **Contact” Order had conflicting and contradictory processing dates.**

- 3 1. Clint Arnold, Dean in his July 24, 2018 email stated the “NCO” was given to
4 Plaintiff by Biola’s Chief of Campus Safety (by oral method Fall 2016).
- 5 2. Clint Arnold, Dean in his August 22, 2018 discipline email stated the NCO
6 was given to Plaintiff on January 30, 2017.
- 7 3. Clark Campbell, Adjudicator in his November 8, 2018 report stated that:
8 “The order was given to Ms. Massey by Investigator Veronica Baeza on
9 February 1, 2017.” pg. 3, last paragraph.
- 10 4. Finally, Clark Campbell, Adjudicator (contradictions in his own reports)
11 stated in his Adjudicator Policy Map that “Chief Ojeisekhoba on February 2,
12 2017 met with Plaintiff to discuss the “No Contact” Order.”

13
14 These allegations are false. Again, Plaintiff did not at any time discuss a “No
15 Contact” Order with Biola’s Chief Ojeisekhoba or with Biola’s Investigator
16 Veronica Baeza.

17 18 **Defendant’s Attorney Did Wrong #2**

19 Defendant’s attorney David R. Hunt contradicts himself in his Demurrer page 17,
20 lines 11-13 - same page lines 7 “...NCO of which she may not have been aware”...

21 Hunt’s additional Demurrer statement:

22 “Dr. Pike simply replied to Plaintiff’s email stating, per Plaintiff’s allegation, that
23 “she was going to handle the retake course problem and she would get back to
24 Plaintiff with an answer.”

25 26 **Plaintiff and Appellant’s Response:**

27 Constructive Fraud

28 By: Pat Pike

Justices Judicial Notice

Let's examine this issue:

1. Pat Pike confirmed that she was going to handle the replacement course problem.
2. Pat Pike confirmed that she was going to get back with Plaintiff to resolve the issue.
3. Pat Pike did not notify Plaintiff that she was going to have Clint Arnold, Dean to contact her about the replacement course.
4. Pat Pike was also aware that the Registrar's Office approved Plaintiff to enroll in the Fall 2018 Kevin Van Lant course.
5. Pat Pike's April 3, 2018 email communications to Plaintiff included "cc" copies to Kevin Van Lant and the Registrar, Ken Gilson.
6. Pat Pike's awareness included Plaintiff's "cc" copies to Kevin Van Lant on April 3, 2018.
7. **After three months (4/3/2018 to 7/24/2018) Plaintiff received an email from Clint Arnold, Dean, instead of Pat Pike. This was nondisclosure by Pat Pike causing Plaintiff to change her position by responding to Clint Arnold's lies about an "oral No Contact Order" to her detriment.**
8. For the first time, 2015-2018, Clint Arnold emailed Plaintiff on July 24, 2018.
9. When Plaintiff received this email from Clint Arnold, Plaintiff immediately responded to Clint Arnold's email.
10. Plaintiff did not have any communications with Biola University's Chief of Campus Safety Fall 2016 or at any other time. Also, Plaintiff did not have any discussions with Biola's Investigator Baeza about a "No Contact" document.
11. Based on the "cc" copies to Kevin Van Lant in the email communications with Pat Pike, April 3, 2018 - Plaintiff "cc" copies to Van Lant (in the email

1 to Clint Arnold) were not a violation. Remember Plaintiff received the "No
2 Contact" order from Clark Campbell on October 2, 2018.

3
4 **12. Plaintiff's Cause of Action for Constructive Fraud is as follows:**

5 Pat Pike

- 6 A. Pat Pike served in a fiduciary position.
7 B. Pat Pike's equitable duty was expected.
8 C. Plaintiff's trust was expected.
9 D. Pat Pike did not tell Plaintiff "cc" copies were a violation to a "No
10 Contact" order - Plaintiff did not receive. This is concealment fraud.
11 E. Plaintiff acted on this lack of information (with Clint Arnold
12 communications) from Pat Pike.
13 F. Plaintiff changed her position to respond to the surprise email from Clint
14 Arnold accusing her of false allegations that she received an oral "No
15 Contact" from Biola's Chief of Campus Safety.
16 G. Due to the required change of position in order to clarify the accusations
17 by Clint Arnold's email, Plaintiff acted and responded to her detriment.

18
19 **Therefore, these events, these people, these dates, and these behaviors**
20 **constitute constructive fraud of concealment, misrepresentation, omissions,**
21 **and proves Biola University is libel.**

22
23 **Defendant's Attorney Did Wrong #3**

24 Defendant's attorney David R. Hunt misconstrued the true meaning of "Justifiable
25 Reliance" as it has been executed by Plaintiff throughout her experiences before,
26 during, and after Biola's disciplinary process. page 18, lines 20-21 and page 19, line
27 #1. Hunt's Demurrer statement as to what he miscalculated:
28

1 “So, the necessary element of justifiable reliance is not only absent, it is disproven
2 by Plaintiff’s own allegations and the documents of which the Court may take
3 judicial notice.”⁽²³⁾

4 Hunt’s Miscalculated Facts: two appeals, tracking, Dr. Shin problem, Clint
5 Arnold’s July 24, 2018 email, emails to President, Campbell’s August 22, 2018
6 letter, refused to meet with Campbell. These footnote statements prove constructive
7 fraud.⁽²³⁾

8
9 **Plaintiff and Appellant’s Response:**

10 This statement by David R. Hunt is an outright lie! His footnotes will prove just the
11 opposite to his concealments, omissions, and fraudulent misrepresentations by
12 Biola’s disciplinary process.

13
14 **Let’s start by identifying what Justifiable Reliance mean:**

15 **Justifiable Reliance:**

16 Justifiable reliance represents the core to any charge of misrepresentation and
17 nondisclosure, as it represents the specific standard to which a representative
18 relationship can be ascertained to the point of legal responsibility.

19 Justifiable Reliance simply put, indicates the extent to which one can be held to
20 have relied on the representations of another. In tortious claims, it refers to the
21 extent than one can hold another liable for their misrepresentations.

22
23 **Plaintiff had Justifiable Reliance on Biola Vision and Mission Statement:**

24 **Biola’s Vision Statement**

25 “The vision of Biola University is to be identified among the world’s foremost
26 Christ-centered universities - a community abiding in truth, abounding with grace,
27 and compelled by Christ’s love to be a relevant and redemptive voice in a changing
28 world.”

1
2 Plaintiff proclaim (based on her experiences at Biola University) that the above
3 statements are just words - and not practiced by Biola's selective faculty, selective
4 administrators, or selective staff members.

5
6 **As proof in this litigation, Federal and State, Biola University, Inc. did not at**
7 **any time demonstrate "truth" during the disciplinary process; Biola did not**
8 **demonstrate grace during the disciplinary process; and Biola did not**
9 **demonstrate Christ's love during the disciplinary process.**

10
11 As detailed contradictions to this Vision statement by Biola University, Inc.,
12 selective Executive Administrators, selective faculty, and selective staff members
13 abided in false allegations, fraudulent misrepresentations, omission of the truth,
14 concealments of the facts in an organized gang effort to cover-up Kevin Van Lant's
15 behavior as an academic professor (not providing evaluations for Plaintiff's
16 assignments and ultimately to cover-up his unwanted advances as a married man).

17 18 **Biola's Mission Statement**

19 **Plaintiff's Justifiable Reliance**

20 The mission of Biola University is "biblically centered education, scholarship, and
21 service - equipping men and women in mind and character to impact the world for
22 the Lord Jesus Christ".

23
24 This mission statement is an oxymoron as it does not represent how Biola
25 University treated Plaintiff; and the reality of Biola University's racist culture.
26 Biola's Biblically centered education is a travesty. Biola's culture is a false, absurd,
27 and distorted representation of the Bible and Jesus Christ.
28

1 Plaintiff can prove this conclusion based on the events, people, dates and the
2 disciplinary process as they are presented in this litigation.

3
4 **Biola is an overall disgrace to its vision and mission statement. Nevertheless,**
5 **before the disciplinary process, Plaintiff had Justifiable Reliance in its visions**
6 **and mission statements:**

7 **Plaintiff's Reliance on Biola University:**

- 8 1. Plaintiff had Justifiable Reliance on Pat Pike, Associate Provost.
- 9 2. Plaintiff had Justifiable Reliance on Clint Arnold, Dean of the School of
10 Theology,
- 11 3. Plaintiff had Justifiable Reliance on Aaron Devine, former assistant Dean.
- 12 4. Plaintiff had Justifiable Reliance on **Ben Shin**, Professor for the New
13 Testament.
- 14 5. Plaintiff had Justifiable Reliance on Clay Jones, Professor for the
15 Resurrection.
- 16 6. Plaintiff had Justifiable Reliance on Gregg Geary, Dean Library.
- 17 7. Plaintiff had Justifiable Reliance on David Rimoldi, Facilitator.
- 18 8. Plaintiff had Justifiable Reliance on Biola University to conduct the
19 disciplinary process with truth, grace, and accountability to acknowledge
20 Kevin Van Lant's inappropriate behavior was the catalyst for this lawsuit.

21
22 **Conclusion:** Judge Kin and Judge Kwan demonstrated Judicial Bias and Racial
23 Bias. As a legal controversial - public important issue, the "Breach of Contract"
24 should have been adjudicated by Judge Ruth Ann Kwan and/or Judge Curtis A.
25 Kin. Due to the failure to adjudicate the "STAY" on the Breach of Contract claim,
26 pending a Federal Appeal an unjustified "Final Judgment" was ordered on the
27 Fraud Claim.
28

HISTORY OF THE CASE

FACTS. Include all facts that the court needs to know to decide your case.

2. What are the facts of your case?

During the Fall 2013 semester, Plaintiff was accepted into Biola University as a new student. During the Spring 2014 semester, Plaintiff enrolled into her first course, "Philosophy of Ministry" with Dr. Jonathan Kim who is an outstanding Professor. Dr. Kim is of Asian ancestry and Plaintiff has the highest respect for him. Plaintiff received an "A" grade for this course.

Starting the Fall 2015 semester, Plaintiff began having issues with the following Professors' University's Policies/Procedures Breach of Contract violations and additionally (by Clark Campbell), Federal Title IX - year 2018 Law violations including (Year 2018) Constructive Fraud, gross Fraudulent Misrepresentations, Omissions, and Concealment. These professors are: David Rimoldi, Facilitator for the Spiritual Formation Course; Kevin Van Lant, Professor for the Pastoral Care and Counseling Course; **Ben Shin**, Professor for the New Testament Survey Course; and Clay Jones, Professor for the Resurrection of Jesus Christ Course. Again, these professors were directly involved in the 2018 events and documentation to support the disciplinary process.

The following Biola Executive Administrators were aware of these professors' Policy violations, and Federal/State Law Violations, and the Fraudulent Misrepresentations. These executives are: Clark Campbell, Senior Associate Provost; Pat Pike, Associate Provost; Clint Arnold, Dean - Talbot School of Theology; Aaron Devine, Former Assistant Dean - Talbot School of Theology; and Gregg Geary, Dean of Biola's Library. Even though Plaintiff was not given the

1 option to appeal as a graduate student (California Fair Procedure Violation),
2 Plaintiff voluntarily executed two (2) appeals, and also an appeal was sent to
3 Biola's Board of Trustees. The Board of Trustees did not directly respond. Due to
4 the fact that these administrators were/are in a fiduciary position (and role), they as
5 Biola University are responsible (by their actions) for the 1. Concealment Fraud; 2.
6 Constructive Fraud; 3. Intentional Fraud by false facts; and 4. Fraudulent
7 Misrepresentations, thereby causing Plaintiff to change her position to secure
8 justice that was to her detriment.

9
10 According to Plaintiff's knowledge and positive experiences as a Biola
11 University graduate student, she did not have any problems with the following
12 Professors: Dr. Kim, Dr. Way, Dr. Naidu, Dr. Strobel, Dr. Blied, Dr. Hultberg, Dr.
13 Price, Mrs. Melara, the Math Professor, and the Music/Voice Professor. Moreover,
14 Plaintiff did not have any problems with Biola's Graduate Admissions Staff (James
15 Hampson is an outstanding Executive Administrator, and Plaintiff's respect for him
16 is beyond measure). Additionally, Plaintiff had positive and productive experiences
17 with Biola's Secretarial Staff, Biola's Library Staff, Biola's Writing Center Staff,
18 Biola's Technical Support Staff, Biola's Cafeteria Staff, Biola's Print Shop Staff,
19 Biola's Financial Aid Staff, Biola's Accounting Staff, Biola's Registrar's Staff,
20 Biola's Coordinator Staff, or Biola's overall Student Body. In summation, each of
21 these named professors (and all department staff members) were extremely
22 professional, academically supportive, technically helpful, and courteous to
23 Plaintiff as a graduate student.

24
25 During the Fall 2015 semester, Plaintiff began to have issues with David
26 Rimoldi, Facilitator for the Spiritual Formation course. As a Biola University
27 requirement (contradicting its own policies and procedures), David Rimoldi (Group
28 Facilitator) made demands for Plaintiff to share her personal reactions, feelings, and

1 thoughts after Prayers to God in response to eight Prayer Project assignments based
2 (Dr. Strobel) on the Professor's lectures. Each Prayer Project was subjectively
3 graded by David Rimoldi. Thereafter, Plaintiff expressed on several occasions to
4 David Rimoldi (the Facilitator - not the Professor) that her prayers to God are
5 personal and private.

6 Plaintiff also expressed to David Rimoldi that the "Prayer Projects" should be
7 voluntary and not mandatory due to the personal questions that are required to
8 answer based on the prayers. Plaintiff did not comply to reveal her personal prayers;
9 thereafter David Rimoldi continued to give Plaintiff lower points for each
10 assignment. Therefore, Biola University disrespected and violated Plaintiff's
11 freedom of religious practice and faith. Consequently, Biola University violated
12 Plaintiff's U.S. Constitutional "First Amendment" Rights, California Education
13 Code 94367 - Free Speech Provision Rights. Clark Campbell (Adjudicator - not
14 independent) used David Rimoldi's statement during his interview to support the
15 fraudulent misrepresentation claims in his Investigation Report (11/8/2018) to
16 justify the Wrongful Administrative Withdrawal. To support the off campus free
17 speech requirement for Ed. Code 94367, All 8 prayer projects were prepared off
18 campus.

19 Additionally, David Rimoldi's allegations in Clark Campbell's Adjudicator
20 Policy Map against Plaintiff were also used to execute the Wrongful Administrative
21 Withdrawal on November 8, 2018. Thereby, Biola also violated the California fair
22 Procedure Law. Rimoldi's allegations are in direct contradiction to Biola
23 University's internal Policies and Procedures as stated in Biola's Faculty Handbook
24 as follows:

25
26 9.1 "Teaching Biblical Studies" as stated:
27
28

1 “Teaching biblical studies for academic credit at Biola University is a complex
2 situation. A major goal of all teaching is for the students to gain knowledge and
3 understanding of the subject matter and familiarity with the methodology of the
4 field... Other goals such as represented by the terms “exhortation” and “devotion”
5 eg. (another name for prayers) are of importance also and must not be neglected,
6 but they do not play the same relative roles in teaching as they do, for example, in
7 much of preaching... The professor should be ready and willing to counsel
8 students... **At the same time, the professorial role should not replace the role of**
9 **preacher/pastor.”** Therefore, David Rimoldi and Biola “Crossed-the-Line” with
10 demands for Plaintiff to share her prayer experiences. Considering this disrespectful
11 behavior by Biola and David Rimoldi, Plaintiff’s right to Religious Faith Prayer
12 privacy was violated.

13
14 Plaintiff reported her concerns about David Rimoldi and the “Prayer
15 Projects” to the Spiritual Formation Chairperson. She received a “B-” for the
16 course. Concerned about her “GPA” grade status, Plaintiff received approval (from
17 Biola’s Registrar) to retake the course to improve her overall “GPA”. She learned
18 later that David Rimoldi, Kevin Van Lant, and the Department Chairperson are
19 working colleagues, that developed the foundation for collaborations about
20 Plaintiff’s concerns.

21
22 During the Spring 2016 semester, Plaintiff (as a requirement for the Christian
23 Education Program at that time) enrolled into Kevin Van Lant’s Pastoral Care and
24 Counseling Course. Plaintiff began to have issues with Kevin Van Lant because he
25 would not return Plaintiff’s assignments with an evaluation for them.
26 Later, Plaintiff was made aware from the University’s Computer Records System
27 that her grade overall was a “C-” (failing for a graduate student) mid-way into the
28 semester. She emailed Van Lant expressing concerns about the assignments that

1 had not been returned. Plaintiff scheduled conferences with Van Lant to discuss her
2 concerns. However, surprisingly, during these conferences, Plaintiff learned (by
3 observations and conversations) that Van Lant had a personal romantic/sexual
4 interest in her. This behavior by Kevin Van Lant (after his request for the "No
5 Contact Order") would be an omission and concealment fraud. Van Lant processed
6 a "No Contact" letter against Plaintiff by way of Campus Safety to distract from his
7 advances - and to redirect fraudulent claims against Plaintiff because of the
8 rejection letter she gave to him September 2016, and the rejection email given/sent
9 to him on October 15, 2016.

10
11 Thereafter, (without any explanation) Van Lant gave Plaintiff a B- grade for
12 his course. The B- grade for the Pastoral Care and Counseling Course was a shock
13 for Plaintiff because she has a Master of Science Degree in Counseling from La
14 Verne University graduating with a 3.95 GPA (Honors) without retaking any
15 courses. Van Lant did not return Plaintiff's papers with a grade on them.

16
17 Plaintiff believes there is a connection between the "B-" grade from Kevin
18 Van Lant and the "B-" from the Spiritual Formation Course considering David
19 Rimoldi, Kevin Van Lant, and the Department Chairperson are working colleagues.
20 Thereafter, Plaintiff received approval 7/2016, (to retake Van Lant's course to
21 improve her GPA) from Biola's Registrar.

22
23 Plaintiff believes due to this relationship and working connection between
24 Van Lant, Rimoldi and this Chairperson, concealment fraudulent behavior took
25 place.

1 Again, to make it clear, July 2016, Plaintiff was approved by Biola
2 University's Registrar to retake four courses one of which was Van Lant's Pastoral
3 Care and Counseling.

4 Due to Plaintiff's awareness (by observations and conversations) of Van Lant's
5 personal interest in her, she decided not to enroll into Van Lant's Fall 2016 course
6 as he was expecting for her to do, as was stated in the Spring 2016 academic
7 conferences. Unfortunately, Van Lant is the only professor for this Pastoral Care
8 and Counseling Course. Due to this problem, Plaintiff made several efforts to do an
9 independent study option for Van Lant's course, but other professors were not
10 available to facilitate the process.

11
12 September 2016, the Fall semester, (due to his persistent and obsessive
13 continued advances) Plaintiff gave Kevin Van Lant a very personal confidential
14 (response to his advances) notification (in a gracious, considerate, ego-sensitive
15 letter) of her decision that she was not going to get involved with him because he is
16 a married man, and she confirmed to him her Christian values and respect for the
17 marriage union that he has with his wife. Moreover, on October 10, 2016, Plaintiff
18 reinforced her decision to Kevin Van Lant in a formal email notification that she
19 was not enrolling into his Fall 2016 course as he was expecting (as was discussed in
20 the Spring 2016 conferences) for her to do.

21
22 Knowing that she would have to take Van Lant's course Spring 2017 as planned for
23 her schedule, the 9/2016 personal confidential letter and the 10/10/2016 formal
24 email letter were confirmed and Plaintiff **thought and concluded** the personal
25 interest and advances from Van Lant were resolved. If Plaintiff intended to get
26 involve with Van Lant, there would not have been a need for the letter. Moreover,
27 at that time, the exchanges between Van Lant and Plaintiff regarding the letter were
28

1 not a Biola University issue. Van Lant made this an issue because of his hurt ego
2 from Plaintiff's rejection of his advances.

3
4 However, unfortunately, on or about October 14, 2016, Plaintiff learned that
5 Kevin Van Lant gave a copy of the personal response letter and a copy of the
6 formal email notification to Don Sunukjian a colleague as he identified in the
7 11/21/2016 interview with Campus Safety. On October 14, 2016, Plaintiff emailed
8 Van Lant asking him if he shared the personal response letter. She did not receive a
9 response from him.

10
11 Later, after confirmation, Plaintiff was extremely angry with Kevin Van Lant
12 for sharing the personal response letter from her because it was confirmed that she
13 **did not** have any interest or intentions to get involve with him, and one of her
14 future goals was to become a Professor for Biola University. By secular
15 professional experiences, Plaintiff is an outstanding teacher. She has a Master of
16 Arts Degree in Education with a focused concentration, working with children and
17 adults, from California State University, Long Beach. As stated, she has a Master of
18 Science Degree from La Verne University in Counseling with a concentration in
19 Pupil Personnel Services and Child Welfare and Attendance experience. She is a
20 California State Authorized Commissioned Counselor. She is a California State
21 Authorized Administrator certified to operate a public school district as a
22 Superintendent. She is proficient and extremely experienced in school district
23 financial operations. She is knowledgeable and experienced in the area of academic
24 curriculum development and California State accreditation requirements. All of
25 Plaintiff's California State credentials are currently in superior standing.

26
27 To support Plaintiff's academic future, she plans to secure a Ph.D. degree
28 and she is in the process of finishing a book. Therefore, Plaintiff's educational

1 preparations to date and her overall educational experiences to date are above and
2 beyond what is expected to qualify and serve as a successful University Professor.

3
4 On October 15, 2016, Plaintiff emailed Van Lant extremely upset because
5 (after his advances) she realized that Van Lant (unnecessarily and foolishly) shared
6 the personal response letter with his colleague. Plaintiff concluded (based on Spring
7 2016 discussions and Fall 2016 observations) that Van Lant was angry because she
8 did not enroll in his Fall 2016 course; and he was also angry because Plaintiff
9 rejected his advances and did not get intimately involved with him. Aware of
10 Plaintiff's academic and career goals, Kevin Van Lant's behavior was a form of
11 retaliation against Plaintiff. Ultimately, Van Lant's behavior and actions
12 demonstrated concealment fraud and also Misrepresentation Fraud by his request
13 for the "No Contact" order on January 30, 2017. Plaintiff did not at any time give
14 Kevin Van Lant a reason to request a "No Contact" order from Campus Safety.
15 This behavior by Kevin Van Lant is Biola's cover-up of his advances and his
16 violations of Biola's Policies and Procedures and the California Fair Procedure Law
17 - by not reporting a required statement to the Dean.

18
19 ***Plaintiff's written expressed No Contact Order to Kevin Van Lant.**

20 October 15, 2016:

21 "I haven't heard from you regarding the letter so I guess that is my answer, if you
22 have shared the letter I gave to you with anyone then you are a "Dumb Ass"!!!!!!
23Don't you...ever come near me again! You have become repulsive to me!!!!
24 -Evelyn

25
26 Plaintiff did not communicate in anyway with Van Lant from October 15,
27 2016 to February 2017. Being the only Professor for the Counseling Course - and
28 after making numerous efforts to process an independent option for Van Lant's

1 course; Plaintiff enrolled into Van Lant's Spring 2017 course to improve her GPA.
2 Plaintiff factually believed after the two emails, and after the personal response
3 letter; Van Lant's personal interest in her would conclude. From Fall 2016 to
4 2/2/2017, Plaintiff made it extremely clear that she was not interested in getting
5 involved with Kevin Van Lant. Moreover, Plaintiff did not receive any notifications
6 from Kevin Van Lant, Clint Arnold, Dean, Aaron Devine, Former Assistant Dean,
7 Pat Pike, Associate Provost, the Department Chair, Campus Safety, or the Title IX
8 Coordinator. This lack of contact from these administrators confirms Biola
9 University's Constructive Fraud, gross fraudulent misrepresentations,
10 concealments, and omissions claims against Plaintiff by ordering a "No Contact"
11 document on January 30, 2017 for no identifiable reason.

12
13 *Van Lant used Campus Safety to distract from his advances toward Plaintiff. This is*
14 *constructive fraud. Later (8/2018), the "No Contact Order" was used by Clint*
15 *Arnold, Dean to start the bias disciplinary process, and Clark Campbell,*
16 *Adjudicator used the fraudulent No Contact Order (he emailed to Plaintiff on*
17 *10/2/2018) and Biola's wrongful Title IX Claim to execute the Wrongful*
18 *Administrative Withdrawal.*

19
20 Continuing, after (on or about) the first day of (Van Lant's course) the Spring
21 2017 semester class meeting, Plaintiff received a notification to meet (email) with
22 Campus Safety. Campus Safety did not at any time tell Plaintiff (before the
23 meeting) the reason for the requested meeting. This is concealment and omission
24 fraud, a method of entrapment by Biola University. The meeting was not with the
25 Chief. However, at the close of the short meeting with a Campus Safety staff
26 member only, Plaintiff retrieved the 10/14/2016 email to Van Lant and 10/15/2016
27 email to Van Lant from a Biola-binder in her car. Thereafter, Plaintiff gave the
28 October 14, 2016 and October 15, 2016 emails to the Chief. After the Chief read

1 the two emails, Plaintiff did not receive a "No Contact" order from Campus Safety
2 January or February 2017. No discussions were made about the No Contact order,
3 the contents, or "cc" copy emails to Kevin Van Lant. The main discussion was
4 about how Plaintiff was going to retake Van Lant's course. At that time, Plaintiff
5 was told she had been taken out of Van Lant's Spring 2017 course. This
6 information was shocking to Plaintiff because she gave conclusive and final
7 personal response communications of rejection to Kevin Van Lant. Plaintiff was in
8 a state of shock that Van Lant made the personal response rejection letter and the
9 personal response emails a major Biola University issue after his advances and after
10 he had been chasing her like a love sick sex starved puppy. Kevin Van Lant thought
11 Plaintiff was going to be his mistress, AKA, his whore. (Spring 2016 and Fall
12 2016). The only concern Plaintiff had was about how she was going to retake Van
13 Lant's course to improve her GPA.

14 Concealments

15 Since Biola University, Inc. used this (1/2017) "No Contact" order to charge
16 Plaintiff in a (8/2018) Disciplinary Process, Biola University violated Plaintiff's
17 California Fair Procedure Law Rights by the alleged issuance of the (1/2017) No
18 Contact Order without any communications from Clint Arnold, Dean to activate a
19 hearing or an investigation. Clint Arnold used (on August 22, 2018) the illegitimate
20 fraudulent No Contact Order (and the **Ben Shin** fraudulent issue that had been
21 resolved (12/2017) with Biola's Associate Provost, Pat Pike) to start the
22 disciplinary process. A "No Contact" order is usually given if there is the
23 possibility of harm to the reporting person. This behavior by Biola University is
24 constructive fraud, concealment fraud and misrepresentation fraud. This stipulation
25 contradicts Biola's interview on November 21, 2016 (about Plaintiff) with Kevin
26 Van Lant when the Campus Safety staff asked him if he feared for his safety and he
27
28

1 responded by stating “No”!

2
3 To confirm Van Lant’s “No” response, Biola University’s No Contact Order did
4 not state the charges for the No Contact Order, did not state the boundaries for the
5 Order, did not state the time duration for the No Contact Order, and did not state on
6 the No Contact Order the penalties if violated.

7 8 **Fraudulent Misrepresentations**

9 During the Fall 2017 semester, Plaintiff began to have issues with **Ben Shin**,
10 Professor for the New Testament Survey Course. As a critical note of information,
11 Walter Russell (Retired New Testament Professor) is a direct connection from
12 Kevin Van Lant to **Ben Shin**. They are considered friends and working colleagues.
13 Walter Russell performed **Ben Shin’s** wedding ceremony. Consequently, due to
14 this working relationship, (Jan. 2017 to Nov. 2018) Plaintiff experienced and
15 observed (**Biola’s University’s ongoing campus harassment generated by Van**
16 **Lant**) direct tracking, stalking, and was physically followed by Walter Russell
17 (before his retirement) on Biola’s Campus. Walter Russell’s tracking of her
18 locations on Biola’s Campus (based on observations of discussions between Van
19 Lant and Russell) was for Kevin Van Lant. Later, Plaintiff learned by observations
20 that other Biola staff members joined tracking her whereabouts on Biola’s Campus.
21 This was concealment and omission fraudulent behavior by Biola that was
22 documented in Campbell’s report. Also, this was a form of racial-ethnic profiling
23 (**also a form of mob gang bullying**) violating Plaintiff’s Equal Protection Rights
24 and Federal Title VI Civil Rights. Plaintiff began to take pictures of these tracking -
25 bullying events.

26
27 Plaintiff reported this behavior to Pat Pike, Associate Provost (Executive
28 Administrator) a position to make corrective decisions, reported to Campus Safety

1 and reported to the La Mirada and Norwalk Sheriff Departments. Nevertheless, at
2 that time, Plaintiff's concerns were about **Ben Shin's** lectures and the lack of clarity
3 not connecting to his quizzes. The total classroom student body suffered with this
4 problem. To add insult to injury, **Ben Shin** would (single out) call Plaintiff an
5 "overachiever" during his lectures. These name calling events (racial slur) were
6 demeaning and insulting. e.g. American Heritage Dictionary: Overachiever means a
7 person whose achievements exceed what was expected based on his/her
8 background, education, or mental ability. By this inappropriate name calling
9 behavior by **Ben Shin**, he violated Equal Protection Rights Law and Title VI Civil
10 Rights Act of 1964. He did not call the Asian or Caucasian students
11 "Overachievers". This behavior by **Ben Shin** proves Plaintiff was treated
12 differently compared to the other ethnic students showing a bias and direct
13 discrimination. Due to the fact that Clark Campbell, Adjudicator used all of these
14 behaviors (as stated in his 11/8/2018 Report, and in his Adjudicator Policy Map) to
15 support his Wrongful Administrative Withdrawal against Plaintiff, proves Biola's
16 support for this decision is based on Constructive Fraudulent Misrepresentations
17 and Concealment. Moreover, Plaintiff's Complaint for Fraud is not time-barred, as
18 was stated by Judge Curtis A. Kin.

19
20 Plaintiff openly objected to **Ben Shin's** name calling in class and she
21 expressed her concerns about the quizzes. Thereafter, Plaintiff emailed **Ben Shin**
22 several times to schedule an appointment for a conference to discuss her concerns.
23 She did not receive a response. Plaintiff called several times to schedule an
24 appointment. She did not receive a response. Finally, after days, Plaintiff was able
25 to speak to **Ben Shin** by phone, but he was extremely rude. Plaintiff hung up on
26 him due to his rude manner. Later, she emailed him telling him about his behavior.
27 Thereafter, Plaintiff learned later that Clark Campbell used (11/2018) **Ben Shin's**
28 report against her to Campus Safety - Constructive Fraud, Omission, Concealment

1 Fraud. Due to this report (11/2018), Biola violated Plaintiff's California Fair
2 Procedure Law Rights and U.S. Constitutional First Amendment, and California
3 "Freedom of Speech" Rights by penalizing Plaintiff for verbally expressing herself
4 in an orderly classroom discussion. In Clark Campbell's Adjudicator Policy Map
5 Report: "Dr. Shin reports that Ms. Massey was very vocal in class about her
6 disagreement with certain topics and views taught by him." Also, later, Plaintiff
7 received a notice from Aaron Devine, Assistant Dean of Talbot School of Theology
8 to meet with him about **Ben Shin** on November 10, 2017. (*Special Note: Clint Arnold,*
9 *Dean or Aaron Devine, Assistant Dean did not at any time meet with Plaintiff about Kevin Van*
10 *Lant or the No Contact Order*). This is concealment fraud. The meeting about **Ben Shin**
11 included Plaintiff, Pat Pike, Associate Provost, and a note taker. During this
12 meeting, Aaron Devine confirmed that he was going to send a complete summary
13 (of the topics discussed) to Plaintiff. Pat Pike also confirmed that the summary
14 would be sent to Plaintiff. However, Plaintiff did not receive this required summary
15 from Aaron Devine. The purpose for the summary was to give Plaintiff an
16 opportunity to respond to the Complaint. Later, after the 11/10/2017 meeting with
17 Aaron Devine, Plaintiff, **Ben Shin**, and Pat Pike had a meeting to resolve their
18 differences. The meeting took place on December 7, 2017 at about 10 AM in Pat
19 Pike's office. There was a mutual reconciliation between **Ben Shin** and Plaintiff.
20 The relationship was restored and a positive outcome was reached. Based on this
21 event, Clint Arnold should not have used on (August 22, 2018) Aaron Devine's
22 letter 12/2017 (**Ben Shin** issue) to start the 8/2018 disciplinary process. **Even**
23 **though there was the reconciliation between Plaintiff and Ben Shin 12/2017,**
24 **during the August 2018 interview with Clark Campbell, Ben Shin made**
25 **negative allegations about Plaintiff that Campbell used in his 11/2018 report to**
26 **support the Wrongful Administrative Withdrawal.** Clark Campbell did not
27 identify this reconciliation between **Ben Shin** and Plaintiff in his 11/2018 report,
28 therefore, Campbell committed concealment fraud, and fraudulent

1 misrepresentations in his 11/8/2018 report and in his 11/2018 Adjudicator Policy
2 Map.

3 4 Omissions

5 On July 24, 2018, the email from Clint Arnold to Plaintiff was the first
6 communication from him (2014-2018) to her about anything including the
7 fraudulent "No Contact" order, options to resolve the Retake Course, or Kevin Van
8 Lant's advances before Plaintiff's letter to him.

9
10 Unfortunately, on August 22, 2018, Clint Arnold's (rush to judgement) used
11 the January 30, 2017 "No Contact" Order and the 11/10/2017 meeting with Aaron
12 Devine about **Ben Shin** to start his disciplinary proceedings August 22, 2018
13 against Plaintiff. The **Ben Shin** problem was resolved 11/2017 with Plaintiff and
14 Pat Pike, Executive Administrator. Arnold's behavior revealed constructive fraud
15 because he used the fraudulent 1/2017 "No Contact" order, that Plaintiff did not
16 receive. Clark Campbell email the "No Contact" document to Plaintiff on
17 10/2/2018. Clint Arnold embellished and wrongfully used the "cc" (to Van Lant) on
18 the email from Plaintiff's response to his July 24, 2018 email. Plaintiff emailed
19 issues to Arnold were: the "No Contact" issue, the David Rimoldi issue, the **Ben**
20 **Shin** issue, the Clay Jones' issue, and Plaintiff's "letter to Van Lant" issue.

21
22 **Biola University by Clint Arnold, Dean, and Clark Campbell, Adjudicator**
23 **used these events to process the (2018) Wrongful Administrative Withdrawal.**
24 **This is constructive fraud, concealment fraud and fraudulent**
25 **misrepresentation by Biola University.**
26
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28

**Reasons For Granting
The Petition For
Writ of Certiorari**

Reason #1:

This Writ of Certiorari presents great controversial issues, contradictions, and judicial conflicts identified in the lower California Superior Court system in direct opposition to the Federal Appeal.

Reason #2:

The California Superior Court under the Jurisdiction and authority of Judge Ruth Ann Kwan and Judge Curtis A. Kin both presented erroneous rulings regarding Petitioner's Breach of Contract Complaint that are in direct disagreement, legal conflict, and contradictions, to the United States Federal Magistrate Judge and the Federal District Judge. Thereby, these Judicial errors preceded the "Final Judgment Doctrine" that caused the Fraud dismissal controversy.

Reason #3:

The Breach of Contract Complaint filed in Federal Court was dismissed without prejudice - and was directed by the Federal Judges to be filed in California Superior Court - thereby being the correct Jurisdiction to process the Complaint. See Appendix H

Reason #4:

The main controversial contradiction is demonstrated by the Superior Court's Rulings by Judge Ruth Ann Kwan who initially placed an unjustified "STAY" on the Breach of Contract Complaint pending the United States Federal Appeal - the Appeal for the same case (but not the same subject matter) under the Magistrate

1 Judge and the District Judge - both who ruled and ordered for the Breach of
2 Contract Complaint to be filed in Superior Court under the Jurisdiction of
3 California State Law. See Appendix I

4
5 **Reason #5:**

6 Petitioner filed a Constructive Fraud Complaint with the Breach of Contract
7 Complaint in California Superior Court. After Judge Ruth Ann Kwan placed the
8 unjustified "STAY" on the Breach of Contract Complaint, she gave Petitioner leave
9 to amend the Fraud Complaint. However, she did not identify a "STAY" on the
10 Fraud Complaint - because the Fraud Complaint was not filed in Federal Court -
11 thereby the conflict would be - Question Why would a "STAY" be ordered on the
12 Fraud Complaint pending the Federal Appeal? This is a great contradiction!

13
14 **Reason #6:**

15 Moreover, the Breach of Contract Complaint did not have any connect to the
16 Federal Appeal.

17
18 **Reason #7:**

19 Judge Kwan failed to adjudicate the Breach of Contract Complaint.

20
21 **Reason #8:**

22 Judge Curtis A. Kin newly assigned to Department 72 adjudicated the
23 amended constructive Fraud Complaint but he did not adjudicate the Breach of
24 Contract Complaint. Moreover, numerous erroneous errors were identified in his
25 rulings. See Appendix F

26
27 **Reason #9:**

1 The Writ of Certiorari Controversy is in both Judge Kin's and Judge Kwan's
2 decisions based on the opposing counsel's (David R. Hunt) Demurrer that is filled
3 with false allegations. This conflict presents controversial Judicial Bias and Racial
4 Bias within the California Superior Court System, the Court of Appeal System, and
5 the California Supreme Court System.

6
7 **Reason #10:**

8 Due to the egregious and extreme contradictions, Petitioner filed an Appeal
9 for the Fraud Claim, thereby the "Final Judgment Doctrine" was unjustified but
10 used to dismiss the Fraud Claim.

11
12 **Reason #11:**

13 This "Final Judgement Doctrine" in this case presents a great controversial
14 conflict and contradictions of Judge Ruth Ann Kwan's rulings - and Judge Curtis A.
15 Kin's lack of adjudicating the Breach of Contract that was within his Jurisdiction.

16
17 **Reason #12:**

18 Judge Ruth Ann Kwan's and Judge Curtis A. Kin's rulings are in direct
19 controversial contradictions to the decisions and rulings of the Magistrate Judge
20 and the District Judge at the Federal Court Level.

21
22 **U.S. Supreme Court Consideration**

23 *"Conflict between the decision of which review is sought and a decision of another appellate Court on the same
24 issue."*

25 **What Is The Conflict?**

26 This case presents serious lower court conflicts concerning a "STAY" on the
27 Breach of Contract that was filed at the Superior Court Level - pending the Federal
28 Court Appeal and not being the same subject matter.

1 **Final Judgment Rule**

2 **Exdebito Justitiae**

3 **“As an obligation arising out of the justice of the matter.”**

4 **Exceptions**

- 5 1. Justice Elwood Lui’s October 7, 2021 order to hear Appellant’s appeal was
6 misleading. Many reviewing courts will choose to reach the merits when the
7 Notice of Appeal is premature only because the trial court inadvertently
8 failed to render final judgment.
9 Case Laws: Hines v. Lukes (2008) and Belio v. Panorama Optics, Inc.
10 (1995). Judge Kwan and Judge Kin inadvertently failed to render a final
11 judgment by not adjudicating the Breach of Contract.
- 12 2. Justice Elwood Lui’s November 10, 2021 order revealed omissions that were
13 in his October 7, 2021 order. Appellant filed a request to vacate the order by
14 a writ of Mandamus 1094.5 - and if needed combined with a writ of Mandate
15 1085. Justice Lui ignored the Petition for the Writ of Mandamus Mandate. A
16 Court of appeal may treat an appeal from a non-appealable judgment or order
17 as a petition for an extraordinary writ, allowing it to reach merits of the
18 appeal. (3.01(3))
- 19 3. Justice Elwood Lui’s October 7, 2021 order confirmed Judge Curtis A. Kin’s
20 Minute Order to be ambiguous - however, Justice Lui did not evaluate the
21 core reason for the prejudicial errors by Judge Kin. This would be a
22 Collateral Order Exceptional reason for the Appeal, beyond the final
23 judgment rule. Fraud was not placed under Judge Kwan’s “Stayed” position.
24 The Fraud Claim is not necessary to this determination.
25 Case Laws: Smith v. Smith (2012); Muller v. Fresno Hosp. (2009).
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1 Conclusion

2 Petitioner's

3 Request For Writ of Certiorari

4 Petitioner Request To Present Oral Arguments

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6
7 The petition for a Writ of Certiorari should be granted.
8
9

10
11 Respectfully Submitted:
12

13 To: Honorable Justices

14 United States Supreme Court

15
16 From: Evelyn Howell Massey, Petitioner

17 Pro Per Litigant
18
19

20 Name: Evelyn Howell Massey

21 
22
23 Date: May 10, 2022
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