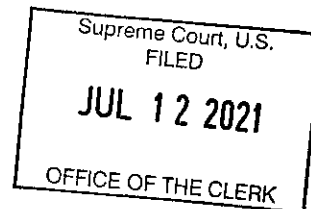


No. **21-85**



**In The
Supreme Court of the United States**

NEIL LEEDS,

Petitioner,

v.

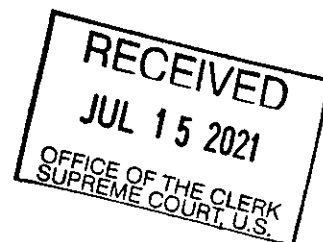
HANMI BANK,

Respondent.

**On Petition For Writ Of Certiorari
To The United States Court Of Appeals
For The Second Appellate District**

PETITION FOR WRIT OF CERTIORARI

NEIL G. LEEDS
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Telephone (818) 738-5286
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Council for Petitioner



QUESTIONS PRESENTED

The American Dream. Where a young citizen beat the odds of adversity and extreme poverty with only a ninth grade education to build one of the most recognized brand of mattress stores in Los Angeles using his first and last name in likeness to his corporation. Only to have his bank leave him bankrupt and homeless after an entire life of work, which would leave him no access to justice to defend himself in court.

(1) Whether the lower court including the appeal court should have followed The California Supreme Court Ruling under Jameson v. Desta to provide a free court reporter for a pro se In forma pauperis litigant.

(2) Whether the appeal court can dismiss the pro se litigants corporation which is also his personal name on appeal after all fees were paid and was timely rendering his ability to challenge his original case filed impossible under the theory of law raised by opposing counsel.

(3) Whether a small business corporation. With that being the President Ceo as the only owner shareholder the ability to have standing to litigate under the Unruh Civil Rights Act.

PARTIES TO THE PROCEEDINGS

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

STATEMENT OF RELATED PROCEEDINGS

SEPTEMBER 20, 2018. IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA, COUNTY OF LOS ANGELES, CENTRAL DISTRICT, STANLEY MOSK COURTHOUSE IN ITS UNPUBLISHED REPORT JUDGMENT OF DISMISSAL WITH PREJUDICE AFTER SUSTAINING OF DEMURRER TO SECOND AMENDED COMPLAINT WITHOUT LEAVE TO AMEND. CASE No. BC685311 LEEDS MATTRESS STORES INC., a California corporation; NEIL LEEDS an individual, Plaintiffs v. HANMI BANK a California corporation; and DOES 1-100 inclusive, Defendants

JULY 8, 2019. IN THE COURT OF APPEAL OF THE STATE OF CALIFORNIA, COUNTY OF LOS ANGELES SECOND APPELLATE DISTRICT DIVISION THREE IN ITS UNPUBLISHED REPORT THE MOTION BY APPELLANT LEEDS MATTRESS STORES, INC. (LMS) TO RECALL THE REMITTUR AND TO REINSTATE ITS APPEAL IS DENIED. THE COURT ALSO DENIES LMS's REQUEST TO "AMEND" CASE No. B294238, BC685311 LEEDS MATTRESS STORES, INC., et al., Plaintiffs and Appellant Neil Leeds v. HANMI BANK, Defendant and Respondent.

STATEMENT OF RELATED PROCEEDINGS –
Continued

OCTOBER 27, 2020. IN THE COURT OF APPEAL OF THE STATE OF CALIFORNIA SECOND APPELLATE DISTRICT DIVISION THREE IN ITS UNPUBLISHED, NOTICE OF DEMURRER AND DEMURRER BY DEFENDANT HANMI BANK TO EACH CAUSE OF ACTION IN THE SECOND AMENDED COMPLAINT, ETC. THE JUDGMENT IS AFFIRMED. CASE No. B294238, BC685311 LEEDS MATTRESS STORES, INC, et al.; Plaintiffs and Appellants, v. Hanmi Bank Defendant And Respondent. Neil Leeds, IN PRO PER; FOR PLAINTIFF AND APPELLANT.

FEBRUARY 10, 2021. IN THE SUPREME COURT OF CALIFORNIA, Division SF. Supreme Court Case: S265982 LEEDS MATTRESS STORES v. HANMI BANK. Plaintiff and Appellant: Neil Leeds Pro Per. THE PETITION FOR REVIEW IS DENIED.

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SEPTEMBER 20, 2018. IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA, COUNTY OF LOS ANGELES, CENTRAL DISTRICT, STANLEY MOSK COURTHOUSE IN ITS UNPUBLISHED REPORT JUDGMENT OF DISMISSAL WITH PREJUDICE AFTER SUSTAINING OF DEMURRER TO SECOND AMENDED COMPLAINT WITHOUT LEAVE TO AMEND. CASE No. BC685311 LEEDS MATTRESS STORES INC., a California corporation; NEIL LEEDS an individual, Plaintiffs v. HANMI BANK a California corporation; and DOES 1-100 inclusive, Defendants

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CAUSE OF ACTION IN THE SECOND AMENDED COMPLAINT, ETC. THE JUDGMENT IS AFFIRMED. CASE No. B294238, BC685311 LEEDS MATTRESS STORES, INC. et al., Plaintiffs and Appellants v. Hanmi Bank, Defendant and Respondent. Neil Leeds, IN PRO PER; FOR PLAINTIFF AND APPELLANT.

FEBRUARY 10, 2021. IN THE SUPREME COURT OF CALIFORNIA, Division SF. Supreme Court Case: S265982 LEEDS MATTRESS STORES v. HANMI BANK. Plaintiff and Appellant: Neil Leeds Pro Per. THE PETITION FOR REVIEW IS DENIED.

◆

JURISDICTION

The California Supreme Court denied petition for review on February 10, 2021. This petition was timely filed, consistent with the Supreme Court's March 19, 2020 Order, within 150 days of that judgment. This Court has jurisdiction under 28 U.S. Code § 1257(a).

◆

CONSTITUTIONAL PROVISIONS INVOLVED

U.S. Constitution

Amendment XIV § 1

Section 1.

All persons born or naturalized in the United States, and subject to the jurisdiction thereof, are citizens of the United States and of the state wherein they reside. No state shall make or enforce any law which shall abridge the privileges or immunities of citizens of the United States; nor shall any state deprive any person of life, liberty, or property, without due process of law; nor deny to any person within its jurisdiction the equal protection of the laws.

STATEMENT OF CASE

This case is an excellent vehicle to share the extreme difficulty this plaintiff had to access equal justice under law without the ability to afford proper council for himself and his personal corporation. There are multiple layers throughout the entire civil case and due process procedure that bolted the door to justice. The plaintiff from the initial date of filing his case throughout the pleading stages to appeal, oral argument. Petitioning for rehearing with Judicial Notice. To seeking The California Supreme Court for review. Mr. Leeds would seek to learn the law on his own and with little help from the two attorneys that worked with him on what should of been the opportunity for a

jury trial, but ended up being turned down in the year 2018 after sustaining two demurrers and no leave to amend. Plaintiff Neil Leeds grew up in Queens N.Y. in a broken home due to a divorce his mother and dad experienced before he was born. He was placed in multiple foster homes and attended head start which is a government funded operation. Mr. Leeds never lived with his dad who passed away in October 2015. Mr. Leeds mother is currently under care for colon cancer in New York. Mr. Leeds has no ability to provide to his mother as he once did as a direct result of Hanmi Banks actions against him. Mr. Leeds never had the opportunity to attend school properly as the extreme poverty that his mother endured left them on welfare and the inability to have proper clothes or food on the table at times. Mr. Leeds did in fact drop out of his public education in the ninth grade to begin his work career. Leaving his writing and education very limited up in till this day of writing. Mr. Leeds has been in self study to learn the history of The United States Constitution with little time. Mr. Leeds would find case law including Abraham Lincoln that brought him to understand Judicial Notice on his appeal. Which never was accepted throughout the entire case before your court. With no ability to bring in evidence and realizing he was left without the ability to ever be before any judge at the trial level. The case continued with the inability for him to ever proceed on the merits of his case. Mr. Leeds did not have any knowledge of the legal procedure. But he complied with all of the courts requests. Mr. Leeds would realize that he had no court reporter in the two appearances that his attorney Mr. Arash

from Encino Law Firm appeared at and Mr. Leeds was denied to attend from the court as stating it was a corporation case. Mr. Leeds would have the case with his personal name included in the first complaint. Mr. Arash H. the attorney who Mr. Leeds had been referred to, knew of his television commercials through his childhood and even mentioned he lived behind one of Mr. Leeds Mattress Stores. This was in good terms to have understanding that Mr. Leeds had numerous mattress locations that were frequently advertised for twenty five years. His attorney Mr. Arash H. came to meet him for about one hour to listen to what happened as Mr. Leeds explained his entire life story leading up to where respondent Hanmi Bank left him homeless after building a successful retail mattress company in Los Angeles and refused to comply to his request for his banking records to be returned. Mr. Leeds had tried unsuccessfully to work with Hanmi Bank directly as soon as he discovered the SEC Filings that allowed him to begin to litigate his case. Vivian Kim who is currently working as the in-house attorney and attended oral argument on October thirteen of the year twenty twenty never shared to the court all of our emails and how Mr. Leeds placed Hanmi Bank on notice less than twenty five months after his chapter seven bankruptcy filing that was completed on December thirty of twenty fourteen. California's "Unfair Competition" Law - (Business & Professions Code 17200-17209)

California's unfair competition law prohibits a person or entity from engaging in any unlawful, unfair

or fraudulent business act or practice, or any false, deceptive or misleading advertising. Lawsuits can be brought by either consumers or businesses that have been damaged by a competitor's unfair actions. A business practice violates the "unlawful, unfair or fraudulent" prong if it is forbidden by law or is against public policy. Almost any violation of the law can serve as the basis for an unfair competition claim if, as a result of the unfair competition. UCL actions in California must be commenced within four years. The limitations period begins to run on the earlier of: Discovery of the unfair act, or When, in the exercise of reasonable diligence, the wrongful act should have been discovered.

Mr. Leeds tried to use Judicial Notice to share thirty three documents which he thought were already in the court with the previous Judge that retired Mr. Hess. Mr. Leeds was turned down as the record will share. Mr. Leeds was able to prove that his pleadings were all intrinsic evidence of facts. Information necessary for the determination of an issue in a lawsuit that is gleaned from the provisions of a document itself, as opposed to testimony from a witness or the terms of other writings that have not been admitted by the court for consideration by the trier of fact. These records shared The United States Bankruptcy Court: Central District of California docket for his chapter seven sharing his personal loss, not his corporation that was over sixteen million shared with only two thousand dollars left. Hanmi Bank would be the bulk of the bankruptcy proceedings. Hanmi Bank continued to share to the court that Mr. Leeds did not have legal

standing. However Mr. Leeds was the individual that Hanmi Bank made the loans to individually to Neil Leeds. Mr. Leeds would be told from his trustee. That he never knew Mr. Leeds spent over twenty five million dollars on advertising. Which led the trustee to take longer on his filing as the trustee had to go through over one hundred million dollars in funds that came through his banking. Mr. Leeds placed every dollar back to his growing business. The IRS, FTB, SBA, Federal Reserve, and Hanmi Bank hold record to everything Mr. Leeds has pleaded along with Mr. Leeds. However Mr. Leeds never had one opportunity to present the evidence before a judge or jury. Mr. Leeds holds all records along with Hanmi Bank of the completed sale with Sit N Sleep. The escrow documents and the multi millions in transactions over the years of his relationship with Hanmi Bank. Vivian Kim the in-house attorney for Hanmi Bank left Mr. Leeds in the end of July two thousand seventeen with the email stating that Hanmi Bank has no records of Mr. Leeds or Leeds Mattress Stores Inc. Mr. Leeds would request the assistance of Mr. Arash H. The attorney who took his case on contingency which ended with Mr. Arash not able to assist Mr. Leeds on appeal. Mr. Leeds has had very little contact with Mr. Arash since he has his case sustained. Mr. Leeds sent Mr. Arash H the funds he requested for his help to pay the court costs. Which Mr. Leeds was told his waiver for his court reporter was approved see *Isrin v. Superior Court*, 63 Cal.2d 153. The United States Supreme Court reversed, holding that the statute, properly construed, imposed no such burden on an attorney representing an indigent

person for a contingent fee. For all the foregoing reasons *Gomez v. Superior Court* (1933) *supra*, 134 Cal.App. 19, is disapproved. We hold, rather, that the right to proceed in forma pauperis in appropriate cases may not be denied on the ground that counsel for the indigent litigant is representing him pursuant to a contingent fee contract. The demurrer to the petition is overruled. Let a peremptory writ of mandate issue as prayed. Mr. Leeds would like to share that a case involving someone very dear to him. Litigated against him with a statute of limitations time bar. The court would allow the pleading to be over ruled against the reading of the law. Mr. Leeds endured the local and national tabloids that took the story from the court and still remains online from thirteen years ago see *Carmen Gaspar v. Leeds Mattress Stores Inc et al*, (2009) Mr. Leeds does share it was the same court building as he had his case that is before you. Mr. Leeds continues to request to the news outlets to make a consideration to remove the links. Thus far Mr. Leeds has been denied. Mr. Leeds shares the case of how he and his company Leeds Mattress Stores Inc were brought in, in a similar manner, with a different result. Mr. Leeds never would change his name of his company from the day he started as he wanted to take all responsibility for every client and team member he served. That name being his personal name and his company caused the court confusion in the clerk records. Mr. Leeds would reach to say. He was taken advantage of it by Hanmi Bank as he had no funds to litigate against them. Mr. Leeds reached out to Lim Nexus who represents Hanmi Bank on this matter.

However they did hang up on Mr. Leeds and only reached out two times by email to share they requested I do not attend to an oral argument to speed up the case. Lim Nexus would ask me to extend time on a brief. Mr. Leeds did allow for the extension but denied not to attend oral argument mentioning how important it was to him to share his case. Mr. Leeds would ask about a possible conflict of interest between Hanmi Bank and Lim Nexus as to a loan he would see they received. Limnexus LLP in Los Angeles, CA received a Paycheck Protection Loan of \$709,000 through Hanmi Bank, which was approved in April, 2020. This loan has been disbursed by the lender and has not yet been fully repaid or forgiven. Mr. Leeds felt that he had no funds to hire a law firm that was so needed. However Hanmi Bank would loan the law firm money that is currently representing them against Mr. Leeds on this case before you. Mr. Leeds would watch a similar case play out in Los Angeles. Which was settled in favor of the plaintiff see F&F, LLC v. East West Bank (2014) BC462714, Superior Court of California, County of Los Angeles. FBBC obtains \$38,914,610 jury verdict for family owned business against East West Bank

In what can be considered a David and Goliath lender liability battle, Foley Bezek Behle & Curtis, LLP ("FBBC") on behalf of developer, F&F, obtained a \$38,914,610 jury verdict against East West Bank ("EWB"). FBBC charted a strategy that was designed to organize and simplify the complicated facts so that the "heart" of the case was immediately apparent in trial. However, to get to the trial, FBBC navigated

through a myriad of obstacles designed by EWB to avoid that trial.

EWB counter sued F&F alleging its own damages in the approximate amount of \$12 million dollars. FBBC successfully eliminated the Bank's counterclaim and after a three week trial, it prevailed on behalf of F&F, obtaining a convincing jury award.

Before trial, EWB refused to settle for any amount greater than \$1.2 million. The principal owners of F&F are Cambodian refugees who successfully escaped the Khmer Rouge with virtually no money or assets and through hard work in the United States, began to build a family nest egg. They developed a small retail shopping center, only to have it all taken away as a result of the actions of EWB.

Specifically, on June 14, 2007, F&F, obtained a \$34,850,000.00 construction loan from East West Bank to help finance construction of the Victoria Promenade Project, a retail center located in Rancho Cucamonga. Thereafter, F&F contended, among other things, that East West Bank failed to honor its obligations and commitments to them by wrongfully siding with the contractor, making false representations, and committing other wrongful acts. F&F claimed that East West Bank's wrongful conduct caused it to lose its property and years of hard work. F&F prevailed at trial, obtaining a jury verdict in the amount of \$38,914,610. This verdict was comprised of \$16,914,610 in compensatory damages plus \$22,000,000 in punitive damages. Thereafter, FBBC assisted F&F in obtaining an additional

award from EWB of over \$2 million in attorneys' fees and other litigation expenses. East West Bank has reported the litigation cost on the SEC Filings. Mr. Leeds tried numerous times to settle his case in favorable terms with Hanmi Bank including to build back Leeds Mattress Stores with a line of credit and his continued passion and hard work. Mr. Leeds was turned down each time.

Mr Leeds was faced with a standing situation as to the Civ. Code, §§ 51, 52 Unruh Civil Rights Act. Which would be shared that he needed a "substantial motivating reason" to prove harm. Mr. Leeds will share what was pleaded to Mr. Hess from the trial level. Mr. Leeds does not see anything in the Clerk's Transcript of those pleadings. Mr. Leeds would work multiple jobs in Flushing Queens, N.Y. [Per the 2010 United States Census, the Korean population of Queens was 64,107, representing the largest municipality in the United States with a density of at least 500 Korean Americans per square mile]. However for purposes to keep the central merits of this controversy.

Mr Leeds begins whereby Mr. Leeds was a delivery helper on a mattress truck working for a Korean owned furniture store from the age of fifteen through the age of nineteen. This is where he would have a circle of friends in the Korean Community including his long-term girlfriend J. Shin. Mr. Leeds continued his career leading to mattress sales that brought him out to Los Angeles on a one way ticket from N.Y. on April 2, 1995. Mr. Leeds would have employment with Bassett Mattress as a sales representative to handle

twenty six JC Penney stores throughout Los Angeles and Orange County California. Through his experience over the many years of delivering mattresses, selling mattresses and now having wholesale and manufacturing experience. Mr. Leeds would embark on his entrepreneur journey to open his very first humble mattress store in North Hollywood California. The location was in need of many repairs and the community around his store was nearby a freeway with the homeless community and the local youth that would constantly vandalize his store with graffiti and broken windows. Mr. Leeds was used to living in difficult environments growing up and felt he could rehabilitate the surrounding area by cleaning, painting, removing the bars on the store windows and beautifying the entire area with flowers and trash removal on every block entirely around his store. This was the motto that would be his success throughout building twenty six locations. A solid love for his community and treating each member of his team that came on board as family. Mr. Leeds used his adversity that was detrimental in his childhood to overcome obstacles through the multiple employment positions he worked from the age of nine to build a company that would have his largest competitor request to purchase his chain of mattress stores with Mr. Leeds as the spokesperson for \$11.5 million dollars. This contract would also include the purchase of two buildings he owned and an employment contract for ten years at \$100K a year to keep Mr. Leeds the spokesperson for Leeds Mattress Stores ongoing as twenty five million dollars plus were spent to build Leeds Mattress Stores with Mr. Leeds as the central

personality as the owner representing himself with his trademarked cartoon and logo with the slogan. Mr. Leeds was "Neil With The Deal" & "I Won't Be Beat! Indicating to every community he placed his mattress locations that he assured personally the guaranteed service and lowest prices in town every day of the week. That first television ad would be repeated for twenty five years. Mr. Leeds learned that the repetition and frequency of the media kept his business with a steady and increased level of business each store he opened. Mr. Leeds continued to keep his banking relationship with Hanmi Bank leaving behind multi millions of dollars and the ability to retire in the year 2008 to continue to grow the company mutually with Hanmi Bank after he passed on the sale to be with his trusted relationship managers of Hanmi Bank. Mr. Leeds also speaks on the company cash flow of over one hundred and fifty thousand a month which was about three hundred dollars a day from each of his sixteen stores before he would continue his expansion to twenty six locations that with the commitment from Hanmi Bank. Hanmi Bank refused to share that I advanced to those locations with them. The record states I stopped in the year two thousand eight. Mr. Leeds just began the build out of the stores at that time.

These records of finance are all available from government sources and Mr. Leeds directly.

Mr Leeds had developed the relationship with Hanmi Bank through his girlfriend who moved from New York to be with him. As mentioned in the introduction. J. Shin was Korean. She arrived in Los

Angeles a few months after Mr. Leeds confirmed his employment with Bassett Mattress. J. Shin would secure a career with a certified public accountant who is in business today as Kwang Nam CPA doing business in Los Angeles. Mr. Leeds was banking with Well Fargo as his first loan was secured in the amount of three hundred thousand from the local North Hollywood branch manager that would see Mr. Leeds sweeping and maintaining his store. Mr. Leeds was already beginning to reach his clients with his television advertising and beginning to be too busy to prepare his accounting needs. Mr. Leeds would ask J. Shin if she would work at Leeds Mattress Stores with him and have Mr. Nam who was her employer take over the accounting work. She agreed and left Mr. Nam as an employee and would work directly for Leeds Mattress Stores as the executive of the office and finances of the growing company. Mr. Nam who was now preparing Mr. Leeds finances, taxes and all related compliance for payroll and quarterly filings to prepare for the yearly taxes due. Mr. Nam invited J. Shin and Mr. Leeds to meet the executives at Hanmi Bank as it would be more efficient to have the relationship with a Korean Bank and work with J. Shin together as they would speak in the Korean and English language. Mr. Leeds agreed to move his banking to Hanmi Bank and would begin to purchase property into the millions of dollars and have a line of credit. With the year of when the sale was to be complete right up to the week of funding the escrow. The Hanmi Bank executives would come to meet Mr. Leeds at his Sun Valley location. Which was the headquarters and warehouse facility. Mr. Leeds

assumed the meeting was to thank Hanmi Bank for the years that Mr. Leeds grew with them and let them know that the loans would all be paid off at the end of the week which was bringing Hanmi Bank over sixty thousand a month in interest payments. The sale contract would have Mr. Leeds personal funds of over eleven million dollars and the proceeds of the real estate and his employment contract as well. Hanmi Bank received and the evidence shares the wire and escrow information that was never allowed in to this case. The Hanmi Bank executives asked Mr. Leeds what the owner of Sit N Sleep can do that Mr. Leeds could not do as Mr. Leeds was still a healthy young man in their words. Mr. Leeds proceeded to share that Mr. Miller was affluent and had a huge capacity to funding The Leeds Mattress Stores to grow to fifty stores over a five year plan. Mr. Leeds shared the details of the target goals and Hanmi Bank with the officers at the meeting decided that if I could still cancel my sale contract that they would enjoy to keep the relationship and fund Leeds Mattress Stores with a larger credit line and the continued access to credit to purchase real estate that a Leeds Mattress Location would be renting. In that respect the relationship was mutual. Hanmi Bank was receiving the interest and gaining an asset with Mr. Leeds. Mr. Leeds contacted his lawyers and Mr. Miller from Sit N Sleep and the deal would be cancelled and the escrow deposits returned. Mr. Leeds would begin to seek out new locations as planned and purchase his next new property in March of 2008 in the three million dollar amount. With close to one million in deposits and renovation funds coming from Mr. Leeds

checking account. Mr. Leeds was grossing over twenty five million dollars a year and his current sixteen stores were producing over one hundred and fifty thousand and more per month which allowed him to self fund and continue as he always did for years since his very first store. The IRS Tax returns all share this evidence. Which would include the Franchise Tax Board and the SBA. In fact the entire documents that Mr. Leeds has for his case that was never allowed in through normal means or judicial notice all were filings that were government based. Mr. Leeds would open a larger warehouse and continue to open ten new stores from 2008 to 2013. Including purchasing properties. What was not allowed for evidence will share with for the record. Hanmi Bank was not providing information to Mr. Leeds that they were under orders to comply with the Federal Reserve on a substantial doubt about the entity's ability to continue as a Going Concern. Mr. Leeds never could have known this as this was shared to him through the SEC Filings. Mr. Leeds had developed a pen pal relationship with The Chairman & Ceo of Berkshire Hathaway as a result of opening next to a See's Candy Shop in Torrance, Ca. Mr. Leeds would seek to beautify the neighbors including See's Candy parking lot and needed management approval. Mr. Leeds was using his own funds to do this as he always would with every location he would open. Mr. Leeds did not know See's Candy Stores were owned by Berkshire Hathaway. Mr. Leeds would complete the work to ensure the stores all looked great and would meet the staff at See's Candy to thank them for the approval. Mr. Leeds would then find out that The

Chairman of Berkshire Hathaway liked a particular candy and Mr. Leeds would write to his direct office in Omaha Nebraska. Mr. Leeds would continue to write to him on every birthday of his that came around. Mr. Leeds would realize the Chairman of Berkshire Hathaway, aside from being an investor, businessman, and a financial advisor, Warren Buffett was also a teacher. Mr Leeds would continue to seek everything Mr. Buffett shared online and would write to thank him for the free information that led Mr. Leeds to find out everything he could not retrieve from Hanmi Bank in his exhaustive search and requests from Hanmi Bank personally. Mr. Leeds would find that Mr. Buffett wrote a preface to A Plain English Handbook How to create clear SEC disclosure documents By the Office of Investor Education and Assistance U.S. Securities and Exchange Commission. Mr. Leeds would read what he said, for more than forty years, I've studied the documents that public companies file. Too often, I've been unable to decipher just what is being said or, worse yet, had to conclude that nothing was being said. If corporate lawyers and their clients follow the advice in this handbook, my life is going to become much easier. There are several possible explanations as to why I and others sometimes stumble over an accounting note or indenture description. Maybe we simply don't have the technical knowledge to grasp what the writer wishes to convey. Or perhaps the writer doesn't understand what he or she is talking about. In some cases, moreover, I suspect that a less than scrupulous issuer doesn't want us to understand a subject it feels legally obligated to touch upon. Perhaps the most common

problem, however, is that a well-intentioned and informed writer simply fails to get the message across to an intelligent, interested reader. In that case, stilted jargon and complex constructions are usually the villains. This handbook tells you how to free yourself of those impediments to effective communication. Write as this handbook instructs you and you will be amazed at how much smarter your readers will think you have become. See Preface This handbook, and Chairman Levitt's whole drive to encourage "Plain English" in disclosure documents, are good news for me. For more than forty years, I've studied the documents that public companies file. Too often, I've been unable to decipher just what is being said or, worse yet, had to conclude that nothing was being said. If corporate lawyers and their clients follow the advice in this handbook, my life is going to become much easier. There are several possible explanations as to why I and others sometimes stumble over an accounting note or indenture description. Maybe we simply don't have the technical knowledge to grasp what the writer wishes to convey. Or perhaps the writer doesn't understand what he or she is talking about. In some cases, moreover, I suspect that a less than scrupulous issuer doesn't want us to understand a subject it feels legally obligated to touch upon. Perhaps the most common problem, however, is that a well intentioned and informed writer simply fails to get the message across to an intelligent, interested reader. In that case, stilted jargon and complex constructions are usually the villains. This handbook tells you how to free yourself of those impediments to effective communication. Write as this

handbook instructs you and you will be amazed at how much smarter your readers will think you have become. One unoriginal but useful tip: Write with a specific person in mind. When writing Berkshire Hathaway's annual report, I pretend that I'm talking to my sisters. I have no trouble picturing them: Though highly intelligent, they are not experts in accounting or finance. They will understand plain English, but jargon may puzzle them. My goal is simply to give them the information I would wish them to supply me if our positions were reversed. To succeed, I don't need to be Shakespeare; I must, though, have a sincere desire to inform. No siblings to write to? Borrow mine.

A Plain English Handbook How to create clear SEC disclosure documents By the Office of Investor Education and Assistance U.S. Securities and Exchange Commission.

Mr. Leeds would begin to study Mr. Warren E. Buffett's entire biography and read the Snowball. Mr. Leeds would learn to study the SEC Filings to find everything that he never knew about Hanmi Bank. Which Mr. Leeds contacted Hanmi Bank in less than twenty five months after his completed chapter seven bankruptcy and placed them on notice and worked to find a law firm on pro bono. Kabateck Brown Kellner LLP sent Mr. Leeds a decline of taking my case on March 29, 2017. Hanmi Bank cut off Mr. Leeds funding and continued to share untruthful statements that ultimately destroyed his entire life of work which included the sale of his company to Sit N Sleep and his ability to continue his growth to fifty locations. Mr. Leeds

would have his loans directly made to Neil G Leeds and while they just allowed Mr. Leeds to open ten stores and purchase a building for millions of dollars. Hanmi Bank never shared that in two thousand seven they were already losing sixty million and falling deeper in loan losses. Mr. Leeds was never late and was in the top ten clients for Hanmi Bank which the letter for evidence that was not even considered shared just that. What was not shared was the demonstrable evidence on everything that supported his claims that were evidenced by his bank statements and The Securities & Exchange Reports along with The Federal reserve. Mr. Leeds would be forced to file a chapter seven in his own name with Hanmi Bank taking everything he owned of over sixteen million dollars. His real estate and everything that it took to build his company from scratch was taken, a life of work destroyed. Not including the twenty five million in advertising and store build outs. Mr. Leeds would end up homeless and had a setback that led him to hospitalization. The records are available through a court order. However Mr. Leeds never has been able to see a judge and was left to prosecute his claim on his own. The evidence that Mr. Leeds brought to attention numerous times leading even to the California Supreme Court was that he had no court reporter. And he had fee waivers and was approved as a pauper the entire time. Mr. Leeds case was titled Leeds Mattress Stores Inc, Neil Leeds v. Hanmi Bank. Mr. Leeds complied with every request and has every receipt including the court reporter transcript funds that cost six hundred and fifty dollars. Which the funds were never refunded and the court

states that the court reporter was at trial. Mr. Leeds never had a chance to go before a judge to share everything that happened to him. He had a very substantial motivating factor as to his Unruh Civil Rights Act claim. His ex girlfriend who was the executive for Leeds Mattress Stores and worked directly for years with Hanmi Bank and Mr. Nam the CPA. Had taken property from his business and had to call the North Hollywood Police Department to have a Korean Detective reach out to New York and the Shin Family to recover the personal property and checks. Mr. Leeds has the evidence and all records. He never filed charges. However this is part of the case that reaches to how Hanmi Bank chose to leave Mr. Leeds bankrupted. Mr. Leeds filed two causes of action. One was for the Business and Professions Code §§ 17200 et seq. The other being The Unruh Civil Rights Act claim. Mr. Leeds always felt that the trial by jury with instructions reached to each area that he needed to prove. Mr. Leeds has never been able to share his case. Mr. Leeds would like to mention that on oral argument he was faced with four judges and the entire litigation firm Lim Nexus who represents Hanmi Bank. Mr. Leeds cites *Gideon v. Wainwright*, 372 U.S. 335 (1963) as to being in a position to protect his family and financial life and not knowing how to defend himself against the law firm who was citing cases that had no merit against his current case.

I Neil G Leeds share this complete case before you under perjury. I had no help writing this. I am a pro se

litigant and currently find myself without council continued due to my financial crisis.

REASONS TO GRANT THE PETITION

Certiorari Should Be Granted Because The California Supreme Court Decision Below Conflicts with the legislation passed and case regarding the access to justice for the poor. Jameson v. Desta. GOVERNMENT CODE (68630) (a).

The California Supreme Court in Jameson v. Desta (2018) 5 Cal.5th 594 surveyed the significant common law history in California allowing qualified litigants to appear in forma pauperis, and it reviewed the public policy of the state as expressed in various statutory enactments. (5 Cal.5th at pp. 603-608, 234 Cal.Rptr.3d 831, 420 P.3d 746.) Recognizing the crucial importance of a reporter's transcript in meaningfully exercising the right to appeal (Id. at pp. 608-610, 234 Cal.Rptr.3d 831, 420 P.3d 746), Jameson concluded that the San Diego court's policy of not providing an official court reporter in most civil cases leaving it to the parties to employ a private reporter only if they could afford one was invalid because it denied indigent litigants equal access to the courts. (Id. at pp. 622-623, 234 Cal.Rptr.3d 831, 420 P.3d 746.) The Chief Justice's opinion explained that if a local court adopts a policy of not providing official court reporters in civil cases, it must include "an exception for fee waiver recipients that assures such litigants the availability of a

verbatim record of the trial court proceedings, which under current statutes would require the presence of an official court reporter." (Id. at p. 623, 234 Cal.Rptr.3d 831, 420 P.3d 746.) Mr. Neil Leeds has been in below poverty conditions since this controversy with Hanmi Bank forced him to a personal Chapter seven bankruptcy in the year 2014. Mr. Leeds has been homeless at a time and has been at the continued charity of others. The theory which underlies the statute involved here is that no man should be denied the right to prosecute a meritorious cause of action by reason of his poverty. He is to be allowed to institute and prosecute his suit without the payment of fees or giving security for costs. Justice is for all, not for those only who may be able to pay the cost of litigation. The same poverty that compels a litigant to avail himself of this beneficent statute makes it impossible for him to hire counsel. He can procure counsel only by agreeing that out of the proceeds of his case, if there are proceeds, counsel shall be compensated. Certainly it conflicts with the spirit of the statute to hold that, while a poor man may sue in the courts of the United States, he may not have counsel if he sues in forma pauperis. In practical effect he is denied counsel if his counsel must either himself guarantee the costs or file an affidavit that he also is penniless. The statute was intended for the benefit of those too poor to pay or give security for costs, and it was not intended that they should be compelled to employ only paupers to represent them. See *Isrin v. Superior Court*, 63 Cal.2d 153. Mr. Leeds was assured he had a court reporter with his contingency attorney and was assured by the court clerks as he paid the fees for

the court reporter transcript. Mr. Leeds would not have his attorney after his case had a judgment of dismissal with prejudice after sustaining of demurrer to second amended complaint without leave to amend. Mr. Leeds had several judges on his case as his first judge Mr. Hess retired towards the end of the pleadings that Mr. Arash went to court on in person. Mr. Leeds was told by his attorney that he had no experience on appeals and that he could not afford to hire an appeal lawyer for him. Mr. Leeds would pay the court fees, which never should of been paid. However, Mr. Leeds complied with the court and the attorney so he would not lose his chance to pursue his case. Mr. Leeds shared to him that he has continued his case since he first spoke with him to help retrieve his banking records from Hanmi Bank that was unsuccessful. Mr. Leeds would continue to seek after his case against Hanmi Bank. Mr. Leeds would visit the court house multiple times to ensure that he had all his fee waivers and payments made for his case as directed by the court. Mr. Leeds would lose his corporation in his filings after all was paid and waiver documents stamped. Mr. Leeds has a ninth education and has a very hard time in his writing skills. Mr. Leeds would seek to find an appeal lawyer to reinstate his corporation and continue to pursue his case. Mr. Leeds would have to borrow funds from a high interest bank to pay for Mr. Corey Parker. Mr. Parker would learn what he could to share to the court that Mr. Leeds complied with all of the courts requests. However Mr. Leeds was denied to reinstate his corporation or amend. Mr. Leeds was left to pursue his case as a pro se litigant since. Mr. Leeds would like to point

out. That his pleadings and efforts to continue pro se were met with resistance on every document he tried to get in to the court. Mr. Leeds would be turned down. Mr. Leeds would see his past attorney cite a case see *Gamet v. Blanchard*, 91 Cal.App.4th 1276 (Cal. Ct. App. 2001) that would get published. In *Gamet v. Blanchard* (2001) 91 Cal.App.4th 1276 (*Gamet*), the court set forth the principle that self-represented litigants are not entitled to special exemptions from California's procedural rules, but they are "entitled to treatment equal to that of a represented party." (*Id.* at p. 1284.) To provide "fair and equal treatment," courts should "make sure that verbal instructions given in court and written notices are clear and understandable by a lay-person."

Mr. Leeds would cite the same case not knowing that Mr. Parker had a similar one and his client would continue his case in to the courts. Mr. Leeds would seek every case he could and would find that The California Supreme Court had worked for years to ensure that In forma pauperis litigants would have access to court reporters on appeal. Mr. Leeds tried to share his case with the same judge who took his corporation away and was denied. Mr. Leeds would see the same situations be overturned for lack of a court reporter for the In forma pauperis litigants. Mr. Leeds has struggled to provide everything to this court and has studied many hours as he continued to pay his bills with no legal help at all. Mr. Leeds never wished to be seeking anything free from his government. As Mr. Leeds worked his entire life to escape poverty. Mr. Leeds lost any ability to

have funds from this case that he presents. He has been in a chapter seven bankruptcy since the end of two thousand fourteen. It will take a total of ten years from his filing to have that removed from his credit report. Mr. Leeds has no ability to pay for an attorney since he began in the courts and was always approved for *In forma pauperis* under perjury. Mr. Leeds would notice while he had no funds for a law firm to assist his case. Mr. Leeds was seeking equal justice under law as such was the legislation's intention. The inclusion of court reporter's fees in the fees waived upon granting an application for an initial fee waiver is intended to provide a fee waiver recipient with an official court reporter or other valid means to create an official verbatim record, for purposes of appeal, on a request. (See *Jameson v. Desta* (2018) 5 Cal.5th 594.) It is intended to include within a waiver all fees mandated under the Government Code for the cost of court reporting services provided by a court.

See *Dogan v. Comanche Hills Apartments, Inc.*, 31 Cal.App.5th 566 (Cal. Ct. App. 2019) After initial briefing in this case was complete, the California Supreme Court issued its decision in *Jameson v. Desta* (2018) 5 Cal.5th 594, 234 Cal.Rptr.3d 831, 420 P.3d 746 (*Jameson*), holding that the San Diego Superior Court's policy on providing court reporters "is invalid as applied to plaintiff and other fee waiver recipients, and that an official court reporter, or other valid means to create an official verbatim record for purposes of appeal, must generally be made available to *in forma pauperis* litigants upon request." (*Id.* at p. 599, 234 Cal.Rptr.3d 831,

420 P.3d 746.) As defendants appropriately concede in their post-Jameson supplemental brief, Jameson applies retroactively to all cases, including this one, not yet final on appeal. Because there is no way to now provide a reporter for a trial that has already occurred, we have no choice but to reverse and remand for a new trial at which an official court reporter will be furnished.

See *Padron v. City of Parlier*, F077052 (Cal. Ct. App. June 25, 2020) Although we conclude plaintiff has failed to establish error regarding the matter of jury fees, we agree with plaintiff that the trial court erred in denying his request for a waiver of court reporter fees. Based on the recent Supreme Court decision in *Jameson v. Desta* (2018) 5 Cal.5th 594 (*Jameson*), a case discussing access to justice principles in the context of an in forma pauperis civil litigant, we conclude that we must reverse the trial court and remand the case for a new trial at which a court reporter shall be provided. In *Jameson*, which involved a similar denial of a court reporter to a civil litigant who had received an initial fee waiver, the Supreme Court declared as follows: “Under California’s in forma pauperis doctrine and Government Code section 68086, subdivision (b), a person who because of limited financial resources qualifies for a waiver of initial court filing fees is entitled, as well, to a waiver of fees for the attendance of an official court reporter at a hearing or trial.” (*Id.* at p. 598, fn. omitted.) In that case, where the appeal was – as here – from a nonsuit motion granted by the trial court, *Jameson* concluded that the erroneous denial of a court

reporter was not a harmless error. (Id. at pp. 624-625.) The situation presently before us is closely analogous, and we conclude that Jameson is applicable. Furthermore, and consistent with the similar context in Jameson, the error here does not appear to be harmless; thus, reversal is required. (Ibid.) In summary, the judgment of the trial court is reversed, and the case is remanded for a new trial that shall include the provision of a court reporter.

Mr. Leeds would read the entire case and opinion that was very elaborate on see *M. L. B. v. S. L. J.*, 519 U.S. 102 (1996)

Despite the statement, the Chancery Court never elaborated on the evidence or clearly explained why M.L.B.'s parental rights had been dismissed. When M.L.B. went to appeal, she was unable to pay for the record preparation fees of \$2,352.36 and so was denied. She then went to appeal under in forma pauperis but was again denied on the grounds that in forma pauperis is not demanded in civil cases, only criminal cases.

The case was then brought to the Supreme Court, where M.L.B. held that an inability to pay court fees should not be decisive of something as precious as parental rights. She used the guidelines set out in the due process and equal protection clauses of the Fourteenth Amendment to fight her case.

The Supreme Court decided in the petitioner's favor and stated that in matters regarding parental

rights, a court may not stop a party from appealing the case based on financial means.

Because this ruling extended in forma pauperis to civil cases, there was a question of how liberally it could be applied. It was then clarified that in forma pauperis may be applied to civil cases only if state controls or intrusions on family relationships are involved. The Supreme Court decided that the family unit is considered so fundamental that its liberty interests should be protected by the Fourteenth Amendment. The protection of appellate rights was considered to be just as important as that of criminal rights. Mr. Leeds never wanted to seek government help as he describes throughout this Writ of Certiorari. However Mr. Leeds has lost his entire life of work and property and the inability to care for his family. A case that can be proven correctly if provided the opportunity.

Mr. Leeds would seek out every possibility for free legal assistance and could not find any. In fact most were calls that led him to an answering machine and did not accept a civil case he had. Mr. Leeds will always be of understanding of the hardship facing everyone. This case brought him to learn more than he ever did in his entire life in terms of the constitution and law. Mr. Leeds wishes to have more time to study.

Assembly Bill No. 2448 CHAPTER 462 An act to add Article 6 (commencing with Section 68630) to Chapter 2 of Title 8 of, and to repeal Section 68511.3 of, the Government Code, relating to the courts.[Approved by Governor September 27, 2008. Filed with

Secretary of State September 27, 2008.]legislative counsel's digest AB 2448, Feuer. Courts: access to justice. Existing law requires the Judicial Council to formulate and adopt uniform forms and rules of court for litigants proceeding in forma pauperis, providing, among other things, standard procedures for considering and determining applications for permission to proceed in forma pauperis, and that permission to proceed in forma pauperis be granted to eligible litigants. This bill would, beginning July 1, 2009, revise and recast these provisions to provide, instead, that an initial fee waiver shall be granted by the court at any stage of the proceedings at both the appellate and trial court levels if an applicant meets specified standards of eligibility and application requirements. The bill would authorize the court to reconsider the initial fee waiver and to recover fees and costs that were waived under specified circumstances. Among other things, the bill would impose a lien in favor of the court against any settlement, compromise, award, or other recovery in excess of \$10,000 by a party in a civil case whose court fees and costs were initially waived in the amount of those waived fees and costs. The bill would require the Judicial Council to adopt rules and forms to establish uniform procedures to implement these provisions, and would require applicants for an initial fee waiver to complete application forms under penalty of perjury. The bill also would require a party who petitions the court to enter a satisfaction of judgment to declare under penalty of perjury that any order requiring payment of waived fees and costs has been satisfied, and a party who petitions the court for dismissal in a case to

declare under penalty of perjury that a lien in favor of the court against any settlement, compromise, award, or other recovery has been paid, as specified. By expanding the scope of the crime of perjury, this bill would impose a state mandated local program. The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement. This bill would provide that no reimbursement is required by this act for a specified reason.

Sargent Shriver Civil Counsel Act (AB 590) (Feuer) Seven pilot projects selected by the Judicial Council of California through a competitive RFP process provide representation to low-income Californians on critical legal issues affecting basic human needs. The pilot projects are operated by legal services non-profit corporations working in collaboration with local courts. Pilot Project Overview. The pilot projects aim to address the substantial inequities in timely and effective access to justice that often arise because of the nature and complexity of the law and a particular proceeding or because of disparities between the parties in education, sophistication, language proficiency, legal representation, and access to self-help and alternative dispute resolution services. Pilots, which are each a partnership of a lead legal services nonprofit corporation, the court, and other legal services providers in the community, provide legal representation to low-income Californians at or below 200 percent of the federal poverty level. The purpose of these services is

to ensure that unrepresented parties in the proposed case types have meaningful access, to guard against the involuntary waiver of rights in the selected legal areas or the disposition of cases by default, and to encourage fair and expeditious voluntary dispute resolution, consistent with principles of judicial neutrality. Since not all eligible low-income parties with meritorious cases can be provided with legal representation, the court partners are implementing improved court procedures, personnel training, case management and administration methods, and best practices. Timeline Pilot projects started in fiscal year 2011–2012 and are initially authorized for a three-year period, subject to renewal. All pilots and funding will terminate after six years (in 2017) unless the Legislature extends the statutory authority.

Mr. Leeds had used CA Ev Code § 459 but could not get through the doors of the appeal court or The Supreme Court of California. Mr. Leeds oral argument shared it all. At the nineteenth minute mark. Opposing council was sharing citations that Mr. Leeds would find that had no relation to his case. The authorities that Mr. Leeds wanted to go through. They remained the same. They all went back to these words. In reviewing the sufficiency of a complaint against a general demurrer, we are guided by long-settled rules. "We treat the demurrer as admitting all material facts properly pleaded, but not contentions, deductions or conclusions of fact or law. We also consider matters which may be judicially noticed." Mr. Leeds never was allowed to share anything to the court as of today.

Evidence Code

DIVISION 4. JUDICIAL NOTICE [450-460]

Section 459

(a) The reviewing court shall take judicial notice of (1) each matter properly noticed by the trial court and (2) each matter that the trial court was required to notice under Section 451 or 453. The reviewing court may take judicial notice of any matter specified in Section 452. The reviewing court may take judicial notice of a matter in a tenor different from that noticed by the trial court.

(b) In determining the propriety of taking judicial notice of a matter, or the tenor thereof, the reviewing court has the same power as the trial court under Section 454.

(c) When taking judicial notice under this section of a matter specified in Section 452 or in subdivision (f) of Section 451 that is of substantial consequence to the determination of the action, the reviewing court shall comply with the provisions of subdivision (a) of Section 455 if the matter was not theretofore judicially noticed in the action.

(d) In determining the propriety of taking judicial notice of a matter specified in Section 452 or in subdivision (f) of Section 451 that is of substantial consequence to the determination of the action, or the tenor thereof, if the reviewing court resorts to any source of information not received in open court or not included in the record of the action, including the

advice of persons learned in the subject matter, the reviewing court shall afford each party reasonable opportunity to meet such information before judicial notice of the matter may be taken.

I, Neil G. Leeds humbly come before the United States Supreme Court as a pauper who wrote this entire petition without any legal help. I can't read my own handwriting and I tried my best to work with preparing the required format. I had seen the name of the company reading The United States Supreme Court Dockets. I would see the community was Omaha, Nebraska. Where my pen pal lives and thought to the coincidence and called the company. I was happy to know I had an opportunity to prepare this as I was turned down for compliance issues on 11/17/2020. Order filed. THE COURT. The request to file untimely petition for rehearing submitted by appellant on November 17, 2020 is denied for lack of good cause. I had so much more I wanted to share, however, I am out of time and I must submit as I have this before you. I come to you as a Civil Gideon.

CONCLUSION

For the foregoing reasons, the Court should grant a writ of certiorari.

Respectfully submitted,

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