ORIGINAL

23-33



No.

IN THE SUPREME COURT OF THE UNITED

STATES

ARTHUR LOPEZ - PETITIONER

vs.

IRVINE COMPANY, LLC, THE et al -

RESPONDENT(s)

ON PETITION FOR WRIT OF CERTIORARI to

California Supreme Court

PETITION FOR WRIT OF CERTIORARI

ARTHUR LOPEZ

P.O. BOX 13081

NEWPORT BEACH, CA 92658

949-278-7793

## QUESTION PRESENTED

SHOULD THE UNITED STATES CONSTITUTION, 1st-7th-14th AMENDMENTS, U.S. FAIR HOUSING ACT, U.S. CIVIL RIGHTS ACT, FEDERAL TRADE COMMISSION ACT, UNITED STATES SHERMAN AND CLAYTON ANTITRUST ACTS, CALIFORNIA UNRUH ACT, CALIFORNIA UNFAIR COMPETITION ACT AND CALIFORNIA FRAUD STATUTE TRUMP-OUTWEIGH THE DEFENDANTS'- IRVINE COMPANY LLC,THE, THE IRVINE APARTMENT COMMUNITIES, NEWPORT BLUFFS, LLC, BORDEAUX APARTMENTS LLCS' POLITICAL-FINANCIAL INFLUENCE IN DODGING LIABILITY FOR VIOLATIONS OF HOUSING DISCRIMINATION, CIVIL RIGHTS DEPRIVATION, ANTITRUST FEDERAL AND

STATE PROTECTIONS AGAINST CATHOLIC-CHRISTIAN, MEXICAN HERITAGE, MALE, FATHER OF FOUR-FAMILIAL STATUS, MINORITY?

## LIST OF PARTIES

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

Irvine Company LLC, The

The Irvine Company Apartment Communities

Newport Bluffs, LLC

Bordeaux Apartments LLC

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**APPENDIX F**: FRAUDULENT "60 DAY NOTICE TO VACATE APARTMENT"

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**APPENDIX ZZ**: EVIDENCE OF "GOLF TOURNAMENT" HELD AT DEFENDANTS' GOLF

COURSE-PELICAN HILL GOLF CLUB, NEWPORT BEACH, CALIFORNIA; WHEREBY IN PARTICIPATION/ATTENDANCE PRESIDING JUDGE O'LEARY'S SPOUSE KENNETH BABCOCK (PUBLIC LAW CENTER DIRECTOR), DEFENDANT MUFG UNIONBANK, NA, et al (WHO IS DEFENDANT ALSO IN CIVIL CASE BROUGHT BY PLAINTIFF ARTHUR LOPEZ [COA Case #G058725] AND, WHEREBY VOLUNTEER JUDGE-RICHARD SONTAG OF THE TRIAL COURT [FOR BOTH CASES, SUPERIOR COURT OF CA, COUNTY OF ORANGE-(WHO OMMITTED +600 PAGES OF EVIDENCE FROM THE CLERK"S TRANSCRIPT OF THIS CASE TO CONCEAL PLAINTIFF"S OPPOSITION TO DEFENDANT IRVINE COMPANY'S DEMURRER/DISMISSAL PLEA IN TRIABLE

ISSUES-MATERIAL FACTS IN DISPUTE-DECEMBER 19, 2019+OTHERS], ALSO ACTS AS COUNSEL FOR BOTH THESE DEFENDANTS IRVINE COMPANY LLC, THE, et al AND MUFG UNIONBANK, NA, et al,) AND FURTHERMORE PRESIDING JUDGE O'LEARY'S PREVIOUS EMPLOYER "LAW FIRM OF POHLSON & MOORHEAD" PARTICIPATED RECEIVED PRIZES AND MOREOVER, THIS GOLF TOURNAMENT AND "PUBLIC LAW CENTER'S SUPPORTERS ITEMIZATION OF FINANCIAL CONTRIBUTIONS" PROVIDES UNAMBIGUOUS AFFIRMATION OF FINANCIAL TIES AND MONSTROUS CONFLICTS OF INTEREST, IN THE VERY LEAST IN APPEARANCE, BY THE DEFENDANTS MUFG UNIONBANK, NA, et al AND IRVINE COMPANY LLC,THE et al, THEIR COUNSEL RICHARD

SONTAG AND THE TRIAL COURT AND THE PRESIDING JUDGE OF THE COURT OF APPEALS KATHLEEN O'LEARY, AS SPOUSE OF THE DIRECTOR OF THE PUBLIC LAW CENTER- KENNETH BABCOCK WHO DERIVES MILLIONS OF DOLLARS FROM FINANCIAL CONTRIBUTORS WHO ARE ALSO IN ACTIVE LITIGATION AS DEFENDANTS IN THESE COURT VENUES. IN FACT, MOREOVER, HYUNDAI CAPITAL, WHO IS PLAINTIFF"S FORMER SPOUSE'S EMPLOYER- (DIVORCED SINCE 2015) AND TENANT OF THIS DEFENDANT- "IRVINE COMPANY LLC, THE"- AT THE "CITY OF IRVINE- MICHELSON DRIVE PROPERTY") AND ALSO A FINANCIAL CONTRIBUTOR TO PUBLIC LAW CENTER PROVIDES A FURTHER CONFLICT OF INTEREST BY THE COURT OF APPEAL'S "PRES. JUDGE

O'LEARY"S (SPOUSE OF KENNETH BABCOCK, DIR. PUBLIC LAW CENTER" DURING THIS TIME PERIOD) SINCE NUMEROUS FAMILY LAW CASES HAVE AND CONTINUE TO PERTAIN TO THIS COURT AND WHERE THE PRESIDING JUDGE HAS ABUSED HER AUTHORITY BY REFUSING TO RECUSE HERSELF FROM PLAINTIFF"S CASES IN ERROR.

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## TABLE OF AUTHORITIES

**United States Supreme Court:**

Betton v. Bowers Ambulance Service (1999) 20 Cal. 4th 928.930-31 [CCP352. tolling provision]

Rose v. Hudson (2007) 153 Cal. App 4th 641,656 [CCP 352.1]

Jolly v. Eli Lilly & Co., 44 Cal 3d. 1103, 1110

Neal v. Magana, Olney, Levy, Cathcart & Gelfand (1971) 6 Cal 3d 176, 187

Fox v. Ethicon Endo-Surgery Inc. (2005) 35 Cal 4th 797 (Cal 2005)

Supreme Court of California ["a cause of action accrues and the Statute of Limitations begins to run when Plaintiff has reason to suspect an injury and some wrongful cause,...]

Collier v. City of Pasadena (1983) 142 Cal App. 3d 917, 924-26 [Limitations Period is extended (Equitable Tolling) when Plaintiff has several legal remedies and "timely" pursues one of

them..., ALTERNATIVE/2nd CLAIMS DOCTRINE]

Myers v. County of Orange, 6 Cal. App 3d 626 CA Court of Appeals, Fourth District, Division Two

Sun'n Sand, Inc. v United California Bank, 21 Cal 3d 671 (1978) [3 year Statute of Limitation - Fraud Cases CCP 338]

Bollinger v. National Fire Ins. Co. 25 Cal. 2d. 399 [Defendant's Conduct Contributed to delay(s) in Filing Suit - Interference]

Vu v. Prudential Property & Casualty Ins. 6. (2001) 26 Cal. App 4th 1142 1152 [Fraud / Misrepresentation(s)]

Norgart v. Upjohn 6 (1999), 21 Cal 4th 383 S071633

California Supreme Court - (Continuing Violations Doctrine)

Richards v. CH2M Hill, Inc. (2001), 26 Cal. 4th, 798, 801 and 79 Cal.App. 4th 570

California Supreme Court S087484 [Continuing Violations Doctrine]

Bivens v. Six Unknown Named Agents, 403 U.S. 388 (1971)

Monell v. Department of Social Services of the City of New York, 436 U.S. 658 (1978)

Haines v. Kerner, 404 U.S. 519 (1972) [Pro-se Litigants Held to less stringent standard]

Brown v. Board of Education of Topeka, 347 U.S. 483 (1954)

Bell Atlantic Corp. v. Twombly, 550 U.S. 544 (2007)

Howard Jarvis Taxpayers Assn. v. City of La Habra (2001) 74 Cal. App 4th–707

CA Court of Appeals, Fourth District, Division Three No. G020573

Scheiding v. Dinwiddie Construction Co. (1999) 69 Cal App 4th 67

Cowell v. Palmer Township (2001) 263 F. 3d 286

Ward v. Caulk, 650 F. 2d 1144 (9th Cir. 1981)

National Advertising Co. v. City of Raleigh, 947 F. 2d 1158, 4th Cir. (1991)

Perez v. Laredo Junior College, 706 F. 2d 731. 5th Cir. (1983)

S.E.C. v. Casetta, 975 F. Supp. 2d 79 (F.D.N.Y. 1999)

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**HOUSING DISCRIMINATION**

*MARINA POINT, LTD v. STEPHEN WOLFSON, 30 Cal 3d 721, Supreme Court of CA, In bank L.A. February 8, 1982

*CITY and COUNTY of SAN FRANCISCO v. CHUCK M. POST, 22 Cal App. 5th 121, Court of Appeals, First District, Division 2-A149136 April 11, 2018

*EVELYN SMITH v. FAIR EMPLOYMENT & HOUSING COMM., 12 Cal 4th 1143, CA SUPREME COURT No. S040653; April 9, 1996

*JOHN P.CONNOR v. VILLAGE GREEN OWNERS ASSOCIATION, 33 Cal 3d 790, CA SUPREME COURT, In bank-L.A.31495-May 9th, 1983

*VAL STEARNS v.FAIR EMPLOYMENT PRACTICE COMMISSION,

Ernest Cooper, Real Party In Interest, 6 Cal 3d.205, DEC. 2, 1971,

CALIFORNIA SUPREME COURT, In bank L.A. 29891

*SAN JOSE COUNTRY CLUB APARTMENTS v. COUNTY OF SANTA CLARA,

137 Cal App 3d 948 ,Court of Appeals,First District,Division 2. Civ.47586. July 20th, 1982

*HARRIS v. CAPITAL GROWTH INVESTORS XIV, 52 Cal 3d 1142;

CA SUPREME COURT No. S011367, Feb. 28, 1991

*AUBURN WOODS HOMEOWNERS ASSOCIATION v. FAIR EMPLOYMENT and HOUS.COMM.,121 Cal App 4th 1578, Court of App.3rd Dist, No. C044087,Aug.25,2004

*PARK REDLANDS COVENANT CONTROL

COMM. RICHARD L.SIMON,

181 Cal.App.3d 87 Court of App.4th Distr, Div.2

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BROS.MANAGEMENT CORP.;Rosalie

Obanion,

183 Cal App 3d 649, Court of Appeal, Second

District, Division 2,#B014101-July11,1986

*JOSE OROZCO v. OLIVIO CASIMIRO, 121

Cal App 4th Supp 7; Appellate Div., Superior

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June 24, 2004

*LLANOS v. FAIR HOUSING COUNCIL OF

FRESNO COUNTY v.

ESTATE OF ANTHONY COEHLO, 24 F. Supp.2d 1052, U.S. District Court,No.cv-F-96-5246 (August 20th,1998)

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*HOUSING RIGHTS CENTER v.DONALD STERLING and THE KOREAN LAND COMPANY LLC, 404 F. SUPP 2d 1179

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*Deony v. Wilder (1956) 46 Cal 2d 715

*Klopstock v. Superior Court (1941) 17 Cal 2d 13, 19;

*Neotle v. City of Santa Monica (1972) 6 cal 3d 920, 939;

*Hirsa v. Superior (1981) 118 Cal App 3d 486, 488-489;

*Morgan v. Superior Court (1959) 172 Cal App 2d 527

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 judgement below.

## OPINIONS BELOW

For cases from **state courts**:
The opinion of the highest state court to review the merits appears at Appendix A to the petition and is unpublished.

The opinion of the California Court of Appeals for the Fourth Circuit, Division Three appears at appendix B to the petition and is unpublished.

## JURISDICTION

For cases from **state courts**:
The date on which the highest state court decided my case was January 18th, 2023. A copy of that decision appears at Appendix A.
An extension of time to file the petition for a writ of certiorari was granted to and including June 17, 2023 on February 9, 2023 in Application No. 22A733.
The jurisdiction of this Court is invoked under 28 U.S.C. & 1257(a)

## Constitutional and Statutory Provisions

United States Constitution, 1st, 7th, and 14th Amendment

United States Fair Housing Act (1968), Title 42 U.S.C. Section 3601-3619
United States Civil Rights Act, Title 42 U.S.C. Section 1983 & 1985
Federal Trade Commission Act, Section 5, Title 15 U.S.C., Section 45
Continuing Violations/Alternative Second Claim Doctrine-Tolling Rule,
(see Collier v. City of Pasadena, (1983) 142 Cal App 3d 917)
Delayed Discovery Rule
United States Federal Rules of Civil Procedure, Rule 8(a)(1)(2)(3)
Federal Rules of Evidence, Rule 201, 402, 403
California Unfair Competition Law (UCL)-Fraud-Unfair an Deceitful Business Practices-Business and Professions Code 17200 Section-16600 et seq
California Fair Employment And Housing Act, Title 2 Section 12900-12996,Including 12955-12957, 12989.1 (1959)
California Unruh Act- Civil Code Section 51 (1959),
California Fraud Statute, CCP 338(d)- 3 Year Statute Of Limitations
5 Witkin, Cal. Procedure 5th(2008) plead, 929, p.344
California Tolling Statutes-CCP 352.
California Code of Civil Procedure 1033.5 (1)(2)(3)
2025.52
(a)(b)(c)(d)(e)(g)(h)
2025.210
2025.220
(a)(6)(8)(A)(B)

California Code of Civil Procedure, CCP 425.10, 451(d), 452, 450; CCP 1709, 1710, 1572, 1573

**STATEMENT OF FACTS**

Most honorable SUPREME COURT OF THE UNITED STATES, this cases rises from the IRVINE COMPANY LLC, THE, THE IRVINE APARTMENT COMMUNITIES, NEWPORT BLUFFS LLC, BORDEAUX APARTMENTS LLC, defendant's brazen standard operating procedure acts of FRAUD, DISCRIMINATION, HOUSING DISCRIMINATION-DEPRIVATION, ANTI-TRUST/MONOPOLY against a LATINO/HISPANIC (MEXICAN HERITAGE) w/ FAMILIAL STATUS, MALE GENDER, "PRIMARY CAREGIVER" FATHER, CATHOLIC CHRISTIAN-RELIGION/RELIGIOUS BELIEFS, FAMILY which include(s) four minor children ages 11 down to 1 at the time the violations commenced.

To begin, the defendants systemically as a matter of Standard Operating-Company Policy refused to Rent a Two Bedroom apartment at all of its Newport Beach communities to Plaintiff starting in 2013 for years citing as pretext the cause of not renting said apartment was due to the fact that Plaintiff had four children even though "Luke", who is Plaintiff's youngest child, was a little over one year old!, during this period of denying Plaintiff an apartment rental unlawfully due to his "Familial Status" as a continuing violation of CA and Federal Fair Housing Laws, Plaintiff was the Primary Caregiver of his four minor children ages 11, 8, 6 and 1 and was constantly harassed for tending to them 24 hours a day, being the "at home parent" since Plaintiff's spouse preferred to have an office job. Consequently, Plaintiff was compelled to buy a travel trailer in excess of $30K and obtain an RV rental space @ the Newport Dunes Travel Trailer Park @ Jamboree and P.C.H. so as to not disrupt Plaintiff's children school enrollment, sports membership activities, local friendships and familiar environment. This created a very challenging environment for Plaintiff and the nurturing of his family. Please note the owner and Chairman of the defendant entities, Irvine Company, LLC, The, et al is a former U.S. Marine, see APPENDIX Z. This proved to be very much consequential since a Marine's spouse was placed at Plaintiff's Catholic Church Parish School as principal and the marine received his promotion to commander @ Camp Pendleton on Plaintiff's son's birthday July 17,2016 as a trophy of sorts having

separated pltf's family unity and the religious significance for Plaintiff as it relates to the Book of Genesis in the Bible. In fact, Defendants' monopoly on the apartment rental space in the Newport Beach area specifically and systematically violates minority Hispanic and African Americans', Civil Rights under the United States Constitution and Rights provided under the California Fair Employment & Housing Act, Unruh Act-Section 51 and the United States FAIR HOUSING ACT and as such practices segregation of these classes away from the Newport Beach/Irvine Communities and consequently the discriminatory Irvine Company's "Master Planned Communities" results with less than 1% African-American (.53%) and 2.88% Mexican-Hispanic and 1.51% other Hispanic/Latino and with an overwhelming 92.22% White class. These are the facts and to further exasperate the discrimination that is ever more prevalent the local Newport Beach Police agency and local city governance systemically, as a matter of policy, deprive Plaintiff-minorities U.S. Constitutional Rights to redress, due process, equal protection under the law as guaranteed by the 14th amendment. Therefore, plaintiff sought relief from the Superior Court for not only actual damages, but also exemplary and punitive damages, initially $150,000,000.00 (ONE HUNDRED FIFTY MILLION DOLLARS NET AFTER TAXES), but through an amended complaint sought to increase this adding ANTI-TRUST CAUSES of ACTION, etc upon discovering the unlawful, rigged, bogus deposition orchestrated by these defendants and their

unscrupulous attorneys in September of 2018 at a property-commercial building wholly owned by the defendants @ 611 Anton Blvd, 5th Floor; Costa Mesa, CA 92626-949.955.3855, in collusion with their tenant Veritext Legal Solutions without providing notice of such backroom deal to Plaintiff in violation of California Code of Civil Procedure, CCP 2025.220 (a)(6)(8)(A)(B). Moreover, the sinister defendants then sought to unlawfully use these abusive, badgering tactics to then falsely vilify and attempt to discredit Plaintiff, for which the trial court ignored the unlawful, bogus antics related to this improperly arranged- held deposition and erroneously allowed the excerpts introduced by the defendants to remain on the record. Further cause for adding these causes of action, is the overt, brazen degree of the monopoly forced placed unlawfully by these defendants-STATE ACTORS in the rental apartment market within the city of Newport Beach (directly confirmed with the majority of the existing apartment entities in Newport Beach proper, for which an itemization was provided to the trial court with the motion to amend the complaint), almost 100% owned by "The Irvine Company LLC, The", which is also 100% owned by White Caucasian Donald Bren, the relief then sought, with a jury trial demanded, was raised to $180,000,000. (ONE HUNDRED EIGHTY MILLION DOLLARS NET AFTER TAXES) given that privately held defendant is valued at more than $15,300,000,000.00 (fifteen billion three hundred million dollars) and its Chairman/Sole Shareholder is the wealthiest real

estate developer in the United States. However, the trial court abused their discretion denying PLAINTIFF's right to amend complaint despite clear, unambiguous written evidence of systematic FRAUD, DISCRIMINATION, HOUSING DEPRIVATION, CIVIL RIGHTS DEPRIVATION and ANTITRUST violations and more specifically "genuine material facts remained in dispute in opposition to defendants' motion for summary judgement" and disclosed to the trial court-Judge Deborah Severino 12/16&19 ahead of the motion hearing related to the ultimate dismissal of the case December 20, 2019, see APPENDIX ZZ. Simply stated the defendants not only denied apartment rental for years (2012-2014), at numerous properties throughout Newport Beach, including Newport Bluffs, Promenade and all others approached, without lawful cause since Plaintiff qualified in every respect, except for Plaintiff had four children as they stated, and moreover as a Catholic Christian wore an exposed Crucifix and a white hat (Mexican cowboy or Panama style hat) which was often ridiculed or made mockery of by defendants' staff and even denied Plaintiff and his children access at times to the main pool and instead compelled his children and he to an alternative inferior smaller pool with unsafe set up, **see "Housing Discrimination" titled "Table Of Authorities"(pgs. ix-x) attached, including Marina Point v. Stephen Wolfson, 30Cal 3d 721, CA Supreme Court, In bank L.A. February 8th, 1982, holding: "landlord's broad class-based**

**exclusionary practice of excluding all Families with minor children violates the Unruh Civil Rights Act", also see "San Jose Country Club Apartments v. County of Santa Clara", (1982), CA Court of Appeals, First District, Div. 2-Civ. 47586,-137 Cal App 3d 948, Holding: Amended Ordinance No. NS-629 is designed to prohibit areas of Santa Clara County, discrimination in rental housing "on the basis of age, parenthood, pregnancy, or presence of minor child," and provides for civil remedies and criminal penalties against violators."**

Moreover, years later, the defendants knowing they had no basis for depriving an apartment rental then embarked on a scheme to tarnish by manipulation and FRAUD Plaintiff's RENTAL PAYMENT HISTORY by delaying the posting of TIMELY MONTHLY RENT PAYMENTS and issuance of bogus 3-DAY NOTICES TO VACATE despite ON TIME FULL RENT PAYMENTS having been paid days before, see Appendix C,D,E. This premeditated scheme began in late 2014-November, following a long-forced stay at a Recreational Vehicle Complex called the Newport Dunes since apartment rental was barred at all of the defendants' properties and this then forced an expense of a $30,000.00 RV that was subsequently lost since paying for what amounts to two rentals was not economically feasible for a Family with 4 children. To begin, plaintiff's wife, soliciting the rental without Plaintiff or the children initially by phone and whom is White Caucasian and female was granted a two bedroom

apartment rental at Defendants' Newport Bluffs LLC property. Eventually Plaintiff and his children were introduced into the picture and although the defendant refused to honor a lower advertised price from an online advertising platform for the same model unit, and they also withdrew acceptance of Plaintiff's Family dog (which was only a few years old), they permitted Plaintiff to move in to the rental having received all the monies demanded through this conversation with Plaintiff's spouse. However, the hostilities ensued from the start aside from reneging on the lower rate and dog they also made handling of paymt. and late chrgs. very ambiguous/confusing and refused to provide payment history detail that reflected the running itemization of payment posting dates or late charge posting dates. They verbally assured no late charge would be assessed before five days after the first of the month but later attempted to recant, see APPENDIX C. In addition, they interfered with payment and payment arrangements made with the utility company,"ConServe", who was introduced as an independent contractor but later attempted to impose 3 Day Notices To Vacate due to arrangements already made with the 3rd party utility company. In fact, they even issued 3 DAY NOTICES TO VACATE when the Rent Payment IN FULL had already been Paid days earlier, 2nd of MAY, 2015, see APPENDIX D & E & C. Moreover, they misrepresented the payment received date systematically, **posting dates much later than when received** with the purpose of tarnishing

Plaintiff's Rental Payment record. In fact, during Plaintiff's inquiries to defendant Newport Bluffs LLC staff members, on this topic, from "Resident Services" they admitted & confirmed Rent Payments received @ the defendants place of business Newport Bluffs LLC, 100 Villaggio, Newport Beach, CA 92660 are delayed several days before they were posted to Plaintiff's account, and moreover the received **date for these rent payments is not recorded, triggering enormous late charges and bogus** "3 DAY NOTICES TO PAY OR SURRENDER-VACATE APARTMENT"-see APPENDIX E & D which remain as part of the rental payment history even when issued in error or unjustifiably-see APPENDIX C. This further harms PLAINTIFF-Residents' Rental Payment History and then is used as a pretext-detriment to bar resident/plaintiff ability to continue Fair Housing tenancy and/or be permitted to rent apartment/dwelling at all defendants' properties, which amounts to nearly 100% of the communities in Newport Beach. In fact, Plaintiff was also denied apartment rental by defendant Newport Bordeaux Apartments LLC in August 2015 and 1/19/2016, as Plaintiff sought to transfer and continue residing in a "The Irvine Company Apartment Communities, Inc." property commencing January 19th, 2016, concurrent to learning and reporting to the UNITED STATES DEPARTMENT OF JUSTICE and CALIFORNIA'S DEPARTMENT OF FAIR EMPLOYMENT and HOUSING of Defendants' unlawful-violations of the Fair Employment and Housing Act (FEHA) and

California's Unruh Act -Section 51 and Federal Civil Rights and tarnishing of Plaintiff's Rental History, while triggering huge late charges and enduring all of this harassment and Fraudulent bookkeeping (see APPENDIX C,D,E), Plaintiff sought to extend his Apartment Rental as his Kids were enrolled in local schools and the Lease was due to expire on or about January 18, 2016. However, the defendants then proceeded to deny Plaintiff an Apartment Rental again for effective January 19, 2016 & through this present day citing this time the rental history, they themselves manipulated to negatively distort the rental payments as untimely and citing bogus-FRAUDULENT "3-DAY VACATE NOTICES", that had been issued without cause, and instead- but rather by their very own harassment and delayed posting schemes (see APPENDIX C,D,E). Therefore, despite having fulfilled all the rental payments and the defendants having issued a refund for over-payments, they continued to refuse an apartment rental in violation of Federal and State of California Fair Housing Laws as stated as Causes of action on the cover of the initial, and, attempted amended, but barred by the trial court, Complaints filed. Additionally, the defendants issued a 60-DAY NOTICE TO TERMINATE TENANCY on 11/18/2015 - 60 days prior to the lease expiration date in retaliation for disclosing their fraudulent schemes. Consequently, Plaintiff filed his Federal Civil Complaint with the U.S. District Court on January 18, 2018 to avoid any potential conflicts with any applicable Statute of Limitations. This

filing date coincides within the 2yr anniversary of the expiration of the initial lease agreement, January 18th, 2016. Moreover, Plaintiff has been held in custody a total of 67 days, (11/22/15-11/24/15 and 1/12/16 - 2/7/16 and 9/12/16-10/18/16) first 30 days due to a misdemeanor conviction subject to a Habeas Corpus Petition for Deprivation of Civil Rights and the latter 37 days due to a Malicious Prosecution that was ultimately dismissed by trial judge without trial being necessary for Plaintiff's 100% Innocence. Furthermore, under CA Code of Civil Procedure, CCP 352.1 provides authority for tolling any applicable statute of limitations for an incarceration period of up to 2 years of imprisonment. FURTHERMORE, Tolling and limitations period begins when the last essential element to the cause of action occurs, * Neal v. Magana, Olney, Levy, Cathcart and Gelfand (1971) 6 Ca. 3d 176, * Howard Jarvis Taxpayers Assn. v. City of La Habra (2001) * Norgart v. Upjohn CA (1999) 21 Cal 4th 383, 397 25 Cal 4th 809, 815, *Fox v. Ethicon Endo-Surgery, Inc. (2005) 35 Cal 4th 797,806). Generally speaking, a cause of action accrues at the time when the Cause of Action is complete with all of its elements. Therefore, Plaintiff's cited causes of action from prior to November 18, 2015, due to the defendants' violations described herein and in the complaint going back to 2013, incl. violations with respect to apart. rental denials at various defendant properties/apart. communities due to Plaintiff's protected classes incl CATHOLIC-CHRISTIAN RELIGION and RELIGIOUS BELIEFS, FAMILIAL

STATUS-FATHER OF FOUR MINOR CHILDREN, MALE GENDER, MEXICANHERITAGE/ HISPANIC RACE also qualify for tolling under the Continued Violations Doctrine and Accrual Rules since Plaintiff not only ultimately was deemed eligible for apartment rental @ Defendant Newport Bluffs LLC's property in 2014 but then was also privy to discovering the additional, LAST ESSENTIAL ELEMENTS involving Defendant's common practice of delaying of posting of Rental payments to trigger exorbitant unlawful late charges and fees and also to damage, tarnish by manipulation Plaintiff's Rental Payment History to then use as a pretext to not renew or permit an apartment rental, which did not become evident in writing until the issuance of the November 18, 2015, "60 DAY NOTICE TO QUIT VACATE, TERMINATE RESIDENCE" which took hold effective January 18, 2016-see APPENDIX E. And even if defendants try to start the clock running as of November 18, 2015 when the 60 DAY NOTICE WAS ISSUED, THE 67 DAYS OF INCARCERATION would toll the limitations period for the same 67 day period and thus having initiated the federal court action (ALTERNATIVE/2nd CLAIM) on JANUARY 18th, 2018 and the state action being filed before the federal case was dismissed (dismissal in error for sure since the federal judge refused to permit "Pltff.'s Reconsideration Request-citing these tolling applicable statutes and doctrines" for no lawful reason since reconsideration jurisdiction remains in the trial district court even when an appeal has been

filed- and he refused to exercise the court's jurisdiction on the state cause(s) of action-even disclosing bias by stating "he did not think "Irvine Company" would do that" he retired soon after, Judge Andrew Guilford, from Orange County-Costa Mesa, CA). HENCE, there was no statute of limitations violation. The tolling of the prior violations is also justified and permitted through the "Delayed Discovery Rule" (Norgart v. Upjohn)(1999) 21Cal4th383,397). Hence, all of the defndts' cited violations under the protections provided by the Fair Housing acts are very much within the applicable Statute of Limitations of Forum State of California and as such the same @ the Federal Jurisdiction since the applied limitations are drawn from the Forum State. Moreover, the **U.S. Court of Appeals for the Third Circuit in Cowell v. Palmer Township, 263 F. 3d at 293 (2001) (citing "Delaware State College v. Ricks", 449 U.S. 250,258, 101 S ct. 498 )** Held: ..."the focus of the CONTINUING VIOLATIONS DOCTRINE is on affirmative acts of the defendants"... Furthermore, Plaintiff Arthur Lopez provided names, dates, events, and specific defendant communities participating in these discriminatory acts including Property Manager Brent Christiansen who always displayed a dual personality. Speaking one way to Plaintiff's Female-wife in an accommodating tone, such as granting an apartment rental, but then in an aggressive unwavering posture as to Male-Plaintiff, and also has provided documentation as evidence supporting these claims without ambiguity and are

undisputed all within the complaint filed which includes 29 pages. IN ADDITION, the complaint included facts sufficient to state a claim upon which relief may be granted for the defendants' harassment a Ca violation of CALIFORNIA Govt. Code 12955(f), unlawful fees (Unfair/Deceptive Business Practice/FRAUD) unlawful late charges by delaying the posting of Plaintiff's rent payments triggering enormous unlawful late charges and fees-see APPENDIX C & D, unlawful issuance of bogus 3-DAY VACATE Notices without merit or justification other to HARASS and TARNISH RENTAL PAYMENT HISTORY-see APPENDIX E, D & C, unlawful manipulation and harming of Plaintiff's Rental History with malicious intent, to then utilize as an excuse to not rent an apartment in the future at any of the defendant's properties-see APPENDIX C & E. In summary, Plaintiff being required to provide a short and plain statement of the facts constituting the cause of action and provide the demand for relief sought under both California Code of Civil Procedure, Code 425.10 and FEDERAL RULES OF CIVIL PROCEDURE Rule 8 (a) (1) (2) (3) has been abundantly met.

1.) Arguments: The State of California provides Statutory and Equitable Tolling of the Statute of Limitations in a Civil action(s). Here specifically under the "Fair Employment and Housing Act", Title 2, Division 3, Part 2 8, Chapter 7 - Housing Discrimination, & 12989.1 the applicable Statute of Limitation for commencement of a Civil action for Housing Discrimination Violation is 2 years, with

the computation of said 2 yr. period **NOT** to include any time during which an administrative proceeding under this section is entertained. It should also be noted that under section 12981.1 of the ACT (F.E.H.A. SECTION 12900 - 12,999, et. seq. ) also provides that the DEPARTMENT ("Department of Fair Employment and Housing-D.F.E.H.) shall not dismiss a filed complaint unless the COMPLAINANT withdrawals the complaint or the department determines after a thorough investigation that, based on the facts, no reasonable cause exist to believe that an unlawful housing practice, as prohibited by this part (ACT), has occurred or is about to occur, please see APPENDIX H (DFEH Confirmation), which affirms Plaintiff's Administrative proceeding-complaint with the DFEH continuing through at very least AUGUST 24, 2016 and beyond since the complaint case should not be closed while violations of law are so pronounced, systematic, brazen, unambiguous, overt!!!. Moreover, Plaintiff never requested its closure, but to the contrary since the DFEH made it impossible to communicate with them-disconnecting calls, never returning calls and falsely claiming Pltf. was not participating in a pretext to not pursue penalties and validating the unlawfulness of defendants' UNFAIR/ DECEITFUL and PREDATORY BUSINESS PRACTICES, obviously the DFEH's assertion is categorically untrue. First, California Code of Civil Procedure (CCP) 352.1 (a) provides "if a person is entitled to bring an action is, at the time

the cause of action occurred, imprisoned on a criminal charge
the time of that disability is not part of the time limited for the commencement of the action not to exceed two years, See Rose v. Hudson 153 Cal App 4th 641 (CA CT App 2007)[ CCP 352.1] places a two year limit on tolling due to incarceration], and also **Carlson v. Blatt, 87 Cal App 4th 647, 646, 649-650 (2001)**, [CCP &352.1 Incarceration Tolls Statute of Limit. Up to 2 years], and also **Belton v. Bowers Appt. to Service, 20 Cal APP pp. 928, 930-931 (1999)** [CCP &352.1 as a Tolling Provision]. Vol Pg. 230. Second, under California's "Alternative Second Claim" tolling rule the limitation period is extended when a person has several legal remedies and in good faith reasonably and timely pursues one of them and the defendant is not prejudiced since the first claim alerts the defendant to the action claim processes which ultimately forms the basis for the second similar claim, see Collier v. City of Pasadena, 142 CAL. App 3d 917, 924-926 (1983) [Limitation Period is Extended (Equitable Tolling) when a plaintiff has several legal remedies and timely pursues one of them] and also Myers v. County of Orange, 6 Cal App 626 Ca Court of Appeals 4th District, Division Two (1970). [When an injured person has several legal remedies and in good faith pursued one..., the statute of limitations does not run on the other while he is thus pursuing the one - (**citing Tu-Vu Drive-In Corp. v. Davies, 66 Cal. 2d 435-437** and various others) - and the period statute is tolled. Third, The California Supreme

Court and the United States Supreme Court have established exceptions to the Statute of Limitations, see **Richards v. CM2M, INC (2001) 26 Cal 4th 798** holding that tolling the Statute of Limitations on grounds of the Continuing Violations Doctrine was cause to remand the case to the trial court as ordered by the CA Supreme Court. It also concluded that the doctrine may toll the Limitations Statute of the defendant employer-engaged in a series of continuing and related FEMA violations Similarly, see United States Supreme Court ruling **in National Railroad Passenger Corporation v. Morgan 536 U.S. 101 (2002)** stating .. "a charge alleging a hostile (work) environment will not be time framed if all acts constituting the claim are part of the same unlawful practice and at least one act falls within the filing period; in neither instance is a court precluded from applying equitable doctrines that may toll (or limit) the time period. Also, see United States Appellate Court's holding in **Keystone Insurance v. Houghton 863 F. 2d 1125 (1988), 3rd Cir. articulating the Third Circuit's** accrual rule "as long as (defendant) committed one predicate act within the limitations period, the Plaintiff can recover not just for any harm caused by the late committed act, but for all the harm caused by all the acts that make up the total "pattern", that the defend can show at least one such late commit act; (referencing **Jowkes v. Pennsylvania Railroad Co. 264 F. 2d 397, 299 (3rd Circuit, 1959**). Similarly, other appellate Federal and California Courts have cited this Continued

Violations Doctrine as authority to Toll the Statute of Limitations, see **United States Court of Appeals for the 7th Circuit * Palmer v. Board of Education 46 F. 3d 682 (7th Cir. 1995)**. Concluding that the situation before the court entailed a "Series of wrongful acts" that "create(d) a series of claims." Finding the lawsuit timely, the court determined tolling due to the continuing violations of discrimination compel black pupils to board buses for a distant jr. high school each year in the fall then each year's decision to leave the neighborhood building shuttered in a new violation. Moreover, the U.S. Court of Appeal 3rd Circuit in ***Cowell v. Palmer Township, 263 F. 3d 286, (3rd Cir. 2001)** citing the Continuing Violations Doctrine as an "equitable exception to the timely filing requirement." Also stating "When a defendant's conduct is part of a continuing practice, an action is timely so long as the last act evidencing the continuing practice falls within the limitations period in such an instance, the court will grant relief for the earlier related acts that would otherwise be time framed (citing **Brenner v. Local 514, United BHd of Carpenters and Joiners of Am. 927 F 2d 1283,1295 (3rd Cir. 1991)**. Additionally, other appellate court cases have cited and/or articulated the Continuing Violations Doctrine see **Natal advertising Co. v. City of Raleigh, 947 F 2d 1158, (4th Cir. 1991); and Ward v. Caul K, 650 F. 2d 1144, (9th Cir. 1981) and Perez v. Laredo Junior College, 706 F. 2d 731 (5th Cir. 1983) and Pegram v. Honeywell, Inc. 361 F 3d 272 (2004,**

**5th Cir.**), and the **United States Supreme Court referencing the Continuing Violation "in Delaware State College v. Ricks, 449 U.S. 250 (1980); and the United States Court of Appeals for the Fourth Circuit held in Virginia Hospital Ass'n v. Baliles, 868 F. 2d, 653, (4th Cir. 1989)** that the District Court correctly denied Motion for Summary Judgment on grounds that it found Plaintiff (VHA) had alleged an ongoing Constitutional violation(s) and that the statute would not have begun to run until the violation end. The 4th Circuit believed this was corrected. Further reference to the Continuing Violations Doctrine can be found in **U.S. District Court, E.D. New York case S.E.C. v. Casenta, 75 F. Supp. 2d 79(EDNY 1999), and California Supreme Court case Howard Jarvis Taxpayers Assn. v. City of La Habra, 74 Ca App 4th Cir 707**, Ruling of "continuous accrual given," The City's continued collection of a tax now Known to be involved and its simultaneous continued refusal to held an election" and they claim ongoing violations (of Prop. 62), continuously giving rise to a cause of action to invalidate the tax. "Lower court of appeals, 4 Dist, 3rd Div. reversed, Fourth, the State of California provides a "Delayed Discovery Rule" as an exception to the Statute of Limitations by postponing the accrual of the Cause of action because in certain circumstances it is not reasonably possible for a person to discover the cause of injury or even know that an injury has occurred until an extended period of time after the act which caused the injury, see

**California Supreme Court Jolly v. Eli Lilly Co. 44 Cal 3d 1104 (1988)** * whereby the court explained: "The discovery rule provides that the accrual date of a cause of action is delayed until the Plaintiff is aware of its injury and its negligent cause," see CA Supreme Court titled **Norgart v. Upjohn Co., 21 Cal 4th 383 (1999)** again explaining same exception (in defining the accrual of a cause of action sets the date as the time when the cause of action is complete with all of its time in the discovery rule, which postpones accrual of a cause of action..."; just the same the Supreme Court reiterated in **Neal v. Magana, Olney, Levy, Cathcart & Gelfand, 6 Cal 3d 176**; In conclusion the Statute of Limitations (For legal malpractice) as for all (professional malpractice) should be tolled until the client discovery or should discovery his cause of action."; In addition, the CA Supreme Court held in Fox v. Ethicon Endo-Surgery Inc., 35 Cal 4th 797 (2005) Concluding that, under the delayed discovery rule a cause of action accrued and the statute of limitations begins to run when the Plaintiff has reason to suspect an injury and some wrongful cause, unless the Plaintiff pleads and proves that a reasonable investigation at that time would not have revealed a factual basis for that particular cause of action. In that case, the Statute of Limitations for that cause of action will be tolled until such time as a reasonable investigation would have revealed its factual basis; Furthermore, the **United States Court of Appeals for the Fifth Circuit in Donaldson v. O'Connor, 593 F. 2d 507**

**(5th Cir. 1975)** also ruled "when a tort involves continuing injury, the cause of action accrues and the limitation period begins to run at the time the tortious conduct ceases." Also, in cases of false imprisonment,.., the cause of action does not accrue until the release of the imprisoned party. "We hold that in a case such as this one, where a tort causing injury continuously is alleged, a patient's cause of action does not accrue until the date of his release." Specifically, in this case the defendants Resident Services Unit did not provide plaintiff w/ a Chronological Payment History listing the delayed postings and dates until approximately January of 2018, see APPENDIX C. Now then, with the State of California and Federal Jurisdiction Courts having established clear exceptions to the Statute of Limitations in Civil action under Statutory and Equitable Tolling it is without question the lower trial court, the Superior Court of California, County of Orange, Judge Deborah C. Servino presiding grossly erred repeatedly by ignoring all of the well established tolling provisions, statutes and doctrines provided by the California Legislature under California Code of Civil Procedure (CCP) section 351-356, specifically CCP 352.1(a) in this case, and also ignoring provisions and doctrines well established by California and Federal Courts for Tolling of the Statutes of Limitations persistently and repeatedly, without ambiguity, presented by Plaintiff throughout the tumultuous litigation and processes of this case, from beginning to its closing see controlling (amended) complaint - Vol 1., Pgs

219-247-**Clerk's Transcript(CT) and Opposition to Demurer, Vol 1 Pgs. 153-179,-CT and Plaintiff's request for 2nd Extension to Submit amended Complaint, Vol. 1, Pgs. 214-216-CT, (also see Court Reporter Transcript - Robert Sullivan 12/20/19 Hearing - Notice to Reporter To Prepare Transcript from this court of appeal on 7/2/2020 docketed and possibly received into record on 8/4/2020 listed as Confidential Dock Entry) (also see Plaintiff's opposition to Defendant's Motion for Summary judgment Filed with Trial - 12/16/2019[+12/19] - DOCKET Entry 230-234 also motioned to amend clerk transcript/augment record filed w/ the court of appeals since trial court clerks omitted 600 pages of evidence from the clerk's transcript despite these pages being designated on the "designation of record" with the malicious purpose of covering up Plaintiff's opposition to summary judgement and list of disputed triable issues of material facts-600 pages worth!** . Accordingly, also, since Defendant's deprived Plaintiff of an apartment rental on 11/18/2015 (see Vol. 1 Pg. 248-CT) and again January 19th, 2016 @ the conclusion of a 14 month lease and the DFEH administrative processes tolled/suspended the 2yr. statute of limitation for 1 yr. + 4 days-
(Admin. Proc. 8/20/15-8/24/16), Plaintiff would not be required to commence a civil action until November 22nd, 2018, the State action was commenced June 18,2018. Furthermore, Plaintiff clearly established

sufficient facts to state a claim in his filed complaints and proposed amended complaints, see United States Supreme Court ruling in Conley v. Gibson, 355 U.S. 41 (1957) stating it was error to dismiss the complaint for want of jurisdiction..." "also" the complaint adequately set forth a claim upon which relief could be granted, PP 355 U.S. 45-48, and "Failure of the complaint to set forth specific facts to support its general allegations of discrimination was not a sufficient ground for dismissal of the suit, since the Federal Rules of Civil Procedure do not require a claimant to set out in detail the facts which he bases his claim," (the same parameters exists within the CA Rules of Civil Procedure 425.10.Also **see California Court of Appeals Case titled Schiedling v. Dinwiddie Construction Co (1999),**
**69 Cal App 4th 64** whereby the Court of Appeals summarized the burden of proof to produce evidence lies with the moving party, the defendants in this case, as such have not produced any evidence to contradict a suspension of the statute of limitations by the filed DFEH complaint was in itself/grounds for the trial court to deny the Motion for Summary judgment. The Court of Appeals reversed in Schieding's case. In fact, the defendant's reliance solely on a fraudulent deposition is also grounds for finding the trial court erred, see Volume 6, Pgs. 1602-1632 and 1636-1697, CT.
Argument 2.) The State of California provides statutory provisions for stating a claim in Civil

actions under CA 425.1 (a). The lower court erred in granting Summary and should be reversed since Plaintiff Arthur Lopez's complaint sufficiently states a claim upon which relief can be granted. California Code of Civil Procedure & 425.10 states (a) a complaint shall contain both of the following: (1) a statement of the facts constituting the cause of action, in ordinary and concise language; (2) a demand for judgment for the relief to which the pleader claims to be entitled. If the recovery of money or damages is demanded, the amount demanded shall be stated. In this case Plaintiff's complaint fulfills both of these requirements . Furthermore, Federal Rules of Civil Procedure Rule 8 (a) (1) (2) (3) states Plaintiff's complaint should include the following: (1) a short and plain statement of the grounds for the court's jurisdiction; (2) a short and plain statement of the claim showing that the pleader is entitled to relief ; (3) a date for the relief sought; In addition, the standard for stating a claim upon which relief can be granted requires sufficient factual matter, accepted as true, to state a claim to relief that is plausible on its face and a claim is plausible as its face when the Plaintiff pleads factual content that follows the court to draw the reasonable inference that the defendants are liable for the misconduct allied. Moreover, the complaint need not, however, set forth detailed factual allegations. See the United States Supreme Court, 550 U.S. Bell Atlantic Corp. v. Twombly, 550 U.S. Supreme Court and United States Supreme Court, 556 U.S. 662 all of which is contained within Plaintiff's complaint in

The Statement of Facts and itemized Causes of actions pages 1-17. Also, see **Conley v. Gibson, 355 U.S. 41 (1957)**, rules of civil procedure do not require a claimant to set out in detail the facts which he bases his claim on. Here, the complaint (and proposed amended complaint) adequately state facts related to defendant's violations of California's Fair Employment and Housing act under CA Govt. Code Title 2 Code 12955-12957, having denied apartment rental repeatedly for years and for unlawful reasons-protected classes and others repeatedly described throughout the complaint the repeated denial from 2012-2014 due to Plaintiff's Familial Status, citing Plaintiff's 18th month old boy, his fourth minor child as reason not to make a 2 bedroom apartment for rent available, and then again November 18th, 2015 through this day due to a fraudulent, manipulated payment history all of which violate CA Fair Housing Act 12955. Plaintiff additionally has provided dates, names specific defendant communities participating in these discriminatory acts and also has provided documentation as evidence supporting these claims without ambiguity and are undisputed all within the complaint filed which includes 29 pages. In addition, the complaint included facts sufficient to state a claim upon which relief may be granted for the defendant's harassment (a violation of code 12955 &), unlawful fees (unfair/deceptive business practice), unlawful late charges, delaying the posting of Plaintiff's rent payments triggering of enormous unlawful late charges and fees, unlawful issuance of

bogus 3-day Vacate Notices without merit or justification other to harass, unlawful manipulation and harming of Plaintiff's Rental History with malicious intent. To then utilize as an excuse to not rent an apartment in the future at any of defendant's properties. In summary, Plaintiff being required to provide a statement (short and plain) of the facts constituting the cause of action and provide the demand for relief sought under both California Code of Civil Procedure 425.10 and Federal Rules of Civil Procedure 8 (a) (1)(2)(3) and Plaintiff having sufficiently provided and met these requirements petitions this SUPREME COURT for relief. Therefore, Plaintiff's complaint having provided various specific violations of Plaintiff's Civil rights and Housing Rights from 2013 through 2016 is more than justified in having provided sufficient facts to state a claim and satisfy CA Code of Civil Procedure 425.10!!! Now then Plaintiff respectfully submits to this court that all actionable violations herein described within the complaint meet all statute of limitation provisions and are sufficient to state a claim upon which relief may be granted through a jury trial for violations under: California Fair Employment and Housing Act sect.12955-12957, 12980-12989 (12900 - 129996) and also
CA Fraud Unfair Deceptive Business Practice - Business and Professions Code section 172000 - 17210,16600 and CA Unruh Act - Section 51, U.S. Constitution Civil Rights, 1st, 7th & 14th amendments, Title 42 Section 1983,1985 (Conspiracy to Deprive Civil Rights), U.S. Fair Housing Act

(1968), Title 42 U.S.C., Section 3601-3619, Federal Trade Commission Act, Section 5, Title 15 U.S.C., Section 45. Moreover, Plaintiff is seeking $180,000,000.00 net after taxes (one hundred eighty million dollars net after taxes) in relief as reflected in the second amended complaint as required by California Code of Civil Procedure & 425.10. Therefore, Plaintiff having fully complied with California's statutory requirements for a civil action complaint and having provided clear authority and evidence of violations of the Fair Employment and Housing Act (FEHA) of a serious actionable nature including discrimination on the basis of protected classes including Catholic Christian Religion, Male Gender, Mexican Heritage, Familial Status-Father Primary Caregiver of Four Minor Children 12955 - 12957, 12980 12983 and 12900 - 12996 and CA Unruh Act Section 51 and Unfair-Deceptive Business Practices, Business and Professional Code 17200 and Fraud Civ Code 1572+1709 + all above cited & **shown there are not one but several triable issues of material fact in dispute in opposition to the defendants' motion for summary**
judgement presented in this case and as such the lower trial court clearly and frequently erred by granting defendants, whose counsel- Richard Sontag is a volunteer judge with the same Superior Court of CA see APPENDIX G & ZZ, motion for summary judgment and dismissing this case without having allowed a jury trial as initially requested as a United

States Constitution Civil Right under the Seventh and Fourteenth amendments, see APPENDIX ZZ.

**3. ARGUMENT/RELIEF SOUGHT-: DENIAL OF LEAVE TO AMEND IS ERROR AND ABUSE OF DISCRETION, ESPECIALLY WITH NUMEROUS TRIABLE OF MATERIAL FACTS IN DISPUTE AND IN OPPOSITION OF SUMM. JUDGMENT**

**4. ARGUMENT/RELIEF SOUGHT-: FRAUDULENT DEPOSITION SCHEME-FAILING TO GIVE NOTICE OF LANDLORD-TENANT RELATIONSHIP BETWEEN DEFENDANTS AND VERITEXT IS UNLAWFUL -VIOLATING CCP 2025.22 AND SHOULD BE/HAVE BEEN STRICKEN FROM RECORD, CONSTITUTES AN ABUSE OF DISCRETION TO PERMIT TRANSCRIPT'S STANDING**

**5.ARGUMENT/RELIEF SOUGHT- MONOPOLY OF APARTMENT RENTAL MARKET IS A VIOLATION OF CA ANTITRUST CARTWRIGHT ACT-IN SUPPORT OF LEAVE TO AMEND COMPLAINT**

The State of California, as well as the Federal Jurisdiction Courts, provides statutory authority in Civil actions related to the courts basis for granting/considering motions seeking leave to amend complaints. As California Rules of Court, Rule 3.1324 articulates: amended pleading and amendments to pleadings: a.) Contents of Motion b) Supporting declaration and c) Form of amendment, d) Requirements for amendments of pleading. Also, CA Code of Civil Procedure,

CCP 473(a)(1) provides authority for leave to amend complaint Consequently, Plaintiff repeatedly petitioned the lower trial court - Superior Court of CA, County of Orange, Judge Deborah C. Servino for leave to amend the complaint to add significant causes of action related to recently discovered facts to support antitrust violations under the California Cartwright Antitrust Act, United States Sherman and Clayton Antitrust Acts . The first motion filed 9/20/19 and for which was provided 10/18/19 as a motion hearing date by court room clerk Mrs. Malarky. However, Plaintiff questioned the short period of less than 30 days from the filing date to the hearing date (9/20- 10/18) and was then provided on 9/26/19 a 11/15/19 motion hearing date but motion was denied and hence a refiling of 11/18/19 was made and a 12/13/19 motion hearing date was provided by the court clerk, and again the motion for leave was denied for no good reason since the civil clerks of the courthouse refused to provide customer service at the window receive proof of service ahead of Plaintiff's hearing that morning at 10:00 a.m. to avoid having the proof of service entered in the record since defendants were provided timely notice and that led to the court's motion for leave re-filing being made after the hearing of 12/13/19 and this time Mrs. Malarky,clerk of the courtroom, to set a hearing date for the plaintiff of 2/7/2020 (his birthday and despite a Summary Judgement Hearing already scheduled for 12/20/19). In fact, Plaintiff was compelled to phone the FBI field office 714.939.8699 this same day December 13th, 2019 for

this obstruction and deprivation of US Constitutional Civil Rights to Due Process since the Orange County Sheriff colludes with the corrupt clerks of the court. The FBI has a record of the phone report as the call was several minutes in duration.Moreover, To begin, Plaintiff's motion to amend complaint was timely, compliant and authorized by California's Rules of Court and California's Code of Civil Procedure. Under the CA Rules of Court 3.1324 - amended pleadings and amendment to pleadings subdivision (a) itemizes to "Content of Motion" to amend:

1) Copy of proposed amendment or amended pleading serially numbered...
2) State proposed deleted allegations
3) Stated proposed added allegations

Subdivision (b) goes on to "Supporting Declaration must specify:

1) ...effect of the amendment...
2) ...why amendment is necessary/proper...
3) ...when rise to the facts given were discovered
4) ...reason why request to amend was not made sooner

Subdivision (c) reads "Form of Amendment: ...all alterations/the court may deem a motion to file an amended pleading and require the filing of the previous pleading with approved amendment into it... and Subdivision (d) "Requirements for amendment to a plead"

1) ...all alterations must be initialed by the court of the clerk

Hence, clearly and unambiguously Plaintiff's Motion for Leave to amend and the attached amended complaint properly numbered, including the added antitrust causes of action supported by detailed facts explaining recent discovery of elements in support and also including details and evidence related to "Irvine Company" and Gerson Bakar of Park Newport Apartments since the "Park Newport" name was initially registered under Irvine Company as "PARK NEWPORT COMMUNITY ASSOCIATION-C0563957-[IRVINE COMPANY LLC, THE CORPORATE
OFFICE ADDRESS-550 Newport Center Drive; NEWPORT BEACH, CA 92660]-since FEBRUARY 28, 1969" but then transferred to "GB Park Newport LLC-9/15/2011,#20115910005, further supporting facts related to the backroom ties between these defendants and the only other apartment community property owner in the Central Proper Newport Beach "(GERSON BARKAR-Jewish Heritage-Deceased) GB Park Newport LLC"(C0563957) Gerson Bakar & Associates as it relate to ANTITRUST VIOLATIONS "Market Division" - "Reducing Competition Price" "Tying" - "Price Discrimination" - "Exclusive Group Boycotting" all elements barred by the California Cartwright Act, satisfy completed the requirements under CA Rules of Court 3.1324. In addition, these violations have just recently been discovered. Plaintiff has never delayed seeking to amend a complaint. Moreover, under California Code of Civil Procedure Rule 473 (a) (1) the court may, in further of justice, and on any

terms as may be proper, allow a party to amend any pleading.... Additionally, under California Code of Civil Procedure, CCP 576 "any judge, at any time before or after commencement official in the furtherance of justice, and upon
such terms may be proper, may allow the amendment of any pleading...Lastly, the following points of authority case law also support plaintiff's request to amend complaint; please see: **Desny v. Wilder (1956) 46 Cal 2d 715** "There is a general policy in the state of "great liberality" on allowing amendment of pleadings at any stage of litigation to allow cases to be decided on this merit. See also, Klopstock v. Superior Court (1941) 17 Cal 2d 13, 19; Neotle v. City of Santa Monica (1972) 6 cal 3d 920, 939; Hirsa v. Superior (1981) 118 Cal App 3d 486, 488-489; Moreover,... "It is a rare case in which a court will be justified in refusing a party leave to amend the pleading...
...It is error to refuse permission to amend and where the refusal also results in party being deprived of right to assert a meritorious cause of action..., it is not only an error but also an abuse of discretion. -**Morgan v. Superior Court (1959) 172 Cal App 2d 527.**
Furthermore, there is no statute of limitations conflict whatsoever as there is a four year statute of limitations upon discovery of a violation law having occurred, defendants are not prejudiced as well. In fact, even the Federal Rules of Civil Procedure under Rule 15 state in (a) (2) "The court shall freely give leave (to amend) when justice so requires,"

Therefore, Plaintiff Arthur Lopez provided an attached (a) 1.- amended complaint. 2 Nothing is being deleted from original complaint, 3 Antitrust - California Cartwright Act violations are added to original 1st amended complaint b.) an attached declaration from Arthur Lopez unambiguously stated the 1.) Effect of the 2nd amended complaint is to add additional cause of action AntiTrusts violations under the California Cartwright Act 2.) The amendment was/is necessary to support the methodology these defendants have engineered to facilitate their acts of discrimination and segregation in the Newport Beach Proper City. Moreover, the amendment is proper as leave to amend should be granted freely by the court, as dictated under California Code of Civil Procedure, CCP 473(a)(1) in furtherance of justice. Additionally, under CA Code of Civil Procedure Rule 576 any judge... may allow the amendment of any pleading..Moreover, see Desney v. Wilder (1956) 46 Cal 2d 715, 751 "There is a general policy in the state of great liberality in allowing amendment of pleading..." 3.) The facts giving rise to amendment were discovered during the Discovery period of this case specifically in late September 2019 and November 2019

Lastly, 4.) These facts were not available to Plaintiff earlier as Arthur Lopez has been a resident of the City of Newport Beach intermittently since approximately the year 2000. In addition, his four children were all born in the City of Newport Beach and Plaintiff has worshiped @ the Local Newport

Beach Catholic Churches for about 20 years and has remained a parishioner @ Our Lady Queen of Angels Catholic Church for approximately the past 15 years. During this period Plaintiff learned the residential apartment market is synonymous with Irvine Apartments Communities Incorporated or more simply put the Irvine Company. In fact, the "central" - "proper" Newport Beach region is exclusively controlled/monopolized by these defendants as related to not only the residential apartment communities/market but also the commercial properties related to the Fashion Island Mall, Irvine Spectrum, The Market Place and numerous high rises, including the MetLife Building in New York City, 20th Century Studios Plaza in Los Angeles. In fact, the deposition of Plaintiff taken on 9/17/2019 @ 611 Anton #500. Costa Mesa, CA 92626 (714) 617-3840 office building is also owned by these defendants which is a monstrous conflict of interest and created an enormously hostile environment from the defense counsel Frank Coughlin, who was removed as partner of the law firm name plate that represents the defendants upon Plaintiff revealing the unlawfulness of the scheme and his attempt to cover up his unethical violations.

So egregious his conduct to the point where Plaintiff was badgered and lied to numerous times. The entire record should have been/should be stricken from the record and barred from reference in any fashion since its arrangement and implementation violated CA Code of Civil Procedure

CCP 2025.22. As for the monopoly of the Newport Beach Proper Residential apartment market, Plaintiff was able to gather specific apartment unit totals from the city of Newport Beach and public sources and where these defendants operate several communities/complexes totaling more than 6,000 apartments through a web of ten major dba's/operations there is not one true competitor-competition. The only other apartment community in the "central" - "proper" Newport Beach region is an entity that was originally a part of the Irvine Company in 1969 as the California Secretary of State Record reflects these defendants' - see 550 Newport Center, Newport Beach, CA 92660 entity mailing address for "Park Newport" Communities. Moreover, out of the nine other residential apartment entities not one of them is located in the "central" - "proper" Newport Beach City Region. Instead, they are situated on the fringe/outskirts of the Costa Mesa Santa Ana Heights areas that somehow through these defendants' zoning authors as a "State actor" are still misleadingly labeled as Newport Beach addresses of "Reducing Competition" Hence, these defendants not only exclude any competition in this prime real estate region which drives up rental rates north of $2500 and close to $800 higher than comparable size apartments in the surrounding cities but it also empowers these entities to segregate racial classes and even deprive certain races such as Plaintiff's Mexican Heritage Hispanic Latino Race from even renting an apartment or even find a comparable centrally

located apartment with another operator due to the monopoly excluding alternate choices. Ultimately, this monopoly which is also referenced in the original amended complaint (14) on Page 8 - dated 10/10/2018 in reference only since **these facts only recently discovered** as part of the Discovery of this case affirming the severity and specific facts in support of these defendants' violations under the California Antitrust laws as dictated under the Cartwright Act (Sherman Antitrust Act and Clayton Antitrust Act). For all these reasons defendants are brought before this court for Relief in the amount of $180,000,000.00 (one hundred eighty million dollars) net after taxes since Plaintiff just discovered the facts related to the existence of a direct connection between Defendants and Park West through the CA Secretary of State Business Search "GB" proceeding Park West was not common knowledge to Plaintiff until now. Moreover, Plaintiff also just discovered the scheme by which these defendants pushed possible competitions to the fringe - Santa Ana Heights and Costa Mesa. For all these reasons Plaintiff was fully compliant with California Rules of Court Rule 3.1324 and as such met the court's requirement to grant said Motion by Plaintiff, for Leave to Amend 1st amended complaint and this respectfully petitions this court to exercise its authority in reversing the Superior Court's errors in repeatedly denying Plaintiff's multiple motions for leave to amend complaint to add Cause of action for violations of CA antitrust law. Moreover, Plaintiff, Arthur Lopez respectfully and timely petitions this

court to reverse the lower courts denial of motion for leave to amend complaint (adding the antitrust causes of actions and increasing the relief sought to one hundred eighty million dollars net after taxes - $180,000,000.00 net after taxes please see Vol. 7 pages 1698 through 1800. These additional case triable material facts in dispute and in opposition to defendants' Motion for Summary Judgement and exemplary of the trial court's errors including the granting of summary judgement and the allowance of this unlawfully obtained deposition- reporter's transcript into the record is unambiguously an abuse of discretion by the trial judge and orchestrated by these defendants Irvine Company, LLC, The Irvine Company Apartment Communities, Inc, Newport Bluffs, LLC, The Newport Bordeaux Apartments and their attorneys of record, Richard Sontag, Frank J. Coughlin, Steven E. Bolano's Mejia and formerly named Ruzzicka, Wallace & Coughlin, LLP.'s and now known as Wallace, Richardson, Sontag & Le, LLP:, systematic deceit, trickery, misrepresentations, fraud, deprivation of housing, infliction of emotional distress, discrimination upon and against Plaintiff Arthur Lopez as a Catholic Christian, Mexican-Heritage, Latino/Hispanic, Male, father of four lovely children, see APPENDIX C,D,E. In fact, these defendants also perpetuate these discriminatory acts against other minorities including African-American-Negro residents of Orange County-Newport Beach, CA so as to segregate classes/cultures contributing to the nearly, if not more than, 90% White Caucasian

demographics while less than 1% African-American-Black and Hispanic amount to approximately 5%. Specifically, in this appeal case the defendants and their attorneys are caught red-handed having failed to disclose "applications/contracts" with deposing legal service/entity Veritex Legal Solutions who is also a tenant of these defendants at wholly owned commercial building situated @
611 Anton Boulevard Ste 5th Floor, Costa Mesa, CA 92626 as required by California Statute.
Unfortunately, these violations related to the September 17, 2019 deposition unlawfully arranged entirely by defendants as a non-neutral setting is not the first. In fact, the Plaintiff was compelled to seek the assistance of Irvine Police Department on October 14, 2019 for another incident whereby the defendants' counsel attempted to coerce Plaintiff into duplicating service of interrogatory responses by claiming to not having received the first personally served documents as confirmed by their very own staff's signature of receipt (copy of Police Dept Complaint # 19-13834 is
reflected in the clerk's transcript Vol. 1 Pg 74-75).
Please also take judicial notice that defendants' co-counsel Richard Sontag is also an employee of the trial court as a volunteer judge where the Plaintiff has encountered much hostility from clerk-staff, to the point of over 600 pages of evidence being omitted from the clerk's transcript in this case and was cause for this court granting Plaintiff's
Mot. to Augment the record under appeal #G058725 in March of 2021, see APPENDIX G & ZZ.

**6.-ARGUMENT/RELIEF SOUGHT-: The State of California provides authority for the Trial Court to impose a monetary sanction under Code of Civil Procedure, Part 4, Title 4, Chapter 7, Section 2023.010. To begin, it provides under 2023.030(a) "To the extent, authorized by the chapter governing any particular discovery method or any other provision of this title, the court, after notice to any affected party, person, or attorney, and after opportunity for hearing, may impose the following sanctions against anyone engaging in conduct that is a misuse of the discovery process: (a) The Court may impose a monetary sanction ordering that one engaging in the misuse of the discovery process, or any attorney advising that conduct, or both pay the reasonable expenses,** Therefore, Plaintiff Arthur Lopez In Principal also respectfully requests this court reverse the trial court's error in granting the defendants unjustified, unreasonable costs of $3,451.11 on 7/17/20 as a matter of principal, not anything other since the overall relief prayed is not to be trivialized and moreover for the same reason, principal, request is made for the court to allow Plaintiff's request for sanctions for whatever amount is just against these defendants ( originally prayed for $10,000.00) as sanctions were erroneously denied by the lower court.

**7.-ARGUMENT RELIEF SOUGHT-:** The State of California provides miscellaneous provisions under which a deposition can be taken and also provides

requirements for the deposition notice to include under California Code of Civil Procedure, Part 4, Title 4, Chapter 9, Article 2 Section 2025.220 (a) (80) (a)(b). It states: (a) a party desiring to take the oral deposition of any person shall give notice in writing the deposition notice shall state all of the following in at least 12-point type: (8)(A) "statement disclosing the existence of a contract, ("In this case defendants own
building where deposition was held"). If any is known to the noticing party, between the noticing party on a third party who is financing all or part of the action and either of the following for any service beyond the noticed deposition: (1) the Deposition officer, The entity providing the services of the deposition officer, (b) a statement disclosing that the party noticing the deposition, or a third party financing all or part of the action, directed his or her attorney to use a particular officer or entity to provide services for the deposition of applicable. These rules are most relevant to this case since the defendants failed to provide such notice as described above and moreover the lower trial court grossly erred by ignoring Plaintiff's objections to the defendants' violations of these herein stated rules under CCP 2025.22 (a) see Vol.1,Pgs 51-80 Clerk's transcript #G059354. Specifically, defendant and Veritext Legal Solutions 611 Anton Blvd #500, Costa Mesa, CA 92626 949-955-3855 have a long standing contract -relationship as landlord-tenant once the "Noticing Party" "Irvine Company, LLC, The" owns the building in which Vertext Legal Solutions - "the

entity providing the services of the deposition officer and setting) "and" deposition officer (staff of Vertext)" hence tenant of these defendants and as such are required to have a lease "contract"/ agreement for the services as tenant to pay rent, occupy space, maintain space, etc. all of these facts were omitted intentionally by these defendants from the deposition notice as required under California Code of Civil Procedure CCP 2025.22 (a) (8) (A) and (B). In fact, it was entirely by Plaintiff's own efforts that these facts were brought to light by way of verifying these through a leasing agent Samantha Walsah 949-720-2550 not involved in the deposition processes and through other not involved tenant @ the building on the day of the deposition. In addition, the court erred in ignoring the defendants' violations under CCP 2025.52(a) which states: (a.) "IF the deposition testimony is stenographically recorded, the deposition officer shall send written notice to the deponent and to all parties attending the deposition when the original transcript of the testimony for each session of the deposition is available for reading, correcting, and signing...". However, this requirement was never fulfilled prior to defendants submitting excerpts of the transcript to the trial court as fact. In addition, section (b) and (c) provide for a 30 day period for modifications to be made by deponent. This 30 day period was not provided see Clerk's Transcript Volume I, Pg. 109 whereby the deposition date is noted as 9/17/2019 and the final certified transcript was billed on 10/4/2019 by Veritext. Additionally, the defendants initiated their

efforts for Summary Judgment on 10/7/2019 and included excerpts of the **non-verified transcript as Plaintiff was never provided a copy of the transcript for review ahead of these dates above** and the trial court continued to ignore violations of these Rules of CA Code of Civil Procedure See Vol 1. Pg.245

Therefore, the charges submitted for this deposition in any and every aspect are unreasonable and unnecessary as is required to be by CCP 1033.5 (a)(3)(A) which states under (c) "an award of costs shall be subject to the following:" (2) "allowable costs shall be reasonably necessary to the conduct of the litigation rather than merely convenient or beneficial to its preparation"

These defendants' scheme and fraudulent acts and violations of CCP 2025.22 (a) (8) (a) + (b) and CCP 2025.52 (a) (b) and (c) and also non-compliance with CCP 1033.5 (c) (2) can not be deemed necessary to the conduct of the litigation rather it is an attempt to use their attorney's influence to manipulate the justice center @ the Superior Court Central District where counsel Richard Sontag

is an employee as a volunteer judge.For all these reasons and many more the trial court's erred in granting $1,956.95 for deposition related charges and also represented an abuse of discretion since ever aspect of the deposition process was unlawful and as such inadmissible as evidence. This court should also take judicial notice of appellant's opening brief and Motion to Augment record under case #G058725 which is very much active and

relevant to the ongoing fraudulent acts of these defendants and the staff @ the lower court. Consequently, this court should reverse the lower courts order of 7/17/2020 in principal and tax $1,956.95 of the deposition charges as they are unlawfully incurred - unreasonable and unnecessary in this case, see Vol. I Pgs. 51-80. See also, California Supreme Court ruling in Graham v. Scissor Jail Inc. 28 Cal 3d 807 (1981) whereby the court held that in contracts of adhesion (between two parties) minimum levels of integrity were required and since the defendants' agreement designated its own union (affiliate) as sole affiliation. the court reversed award of costs. Similarly, in this case, the defendants designated their own affiliate (tenant) as the deposing entity/service provider without even making proper disclosure of it as required by California Statute, which display a lack of integrity as well. Hence, this court should grant Plaintiff's requests to overturn/vacate the lower court's erroneous ruling of 7/17/2020 awarding $3451.11 in unjustifiable/unreasonable costs including deposition related costs of $1,956.95. Additionally, Plaintiff seeks the nullification of the deposition and related transcript which was in part the basis for the appeal as it was arranged and conducted in violation of California Statute. Here attached find 3 additional arguments in accordance with California Law and Authority in support of this petition.

**Argument/Relief Sought 7.)** The State of California providing parameters for the Taking of Deposition n a Civil Unlimited Case as described in

Arguments 3, 4 & 5 under CCP 2025.22 and 2025.220 and 2025.210 and 1033.5 (relating to its associated permissible cost with restrictions), and these defendants having failed to meet these parameters and requirements as described in detail in argument 4 & 5 and in Vol. 1, Pgs. 51-77,78, Plaintiff petitions this court to invalidate said deposition and its corresponding transcript from the record as evidence including its part in the matters pertaining to the Summary Judgment since Plaintiff timely objected to its validity from the onset including having been deprived of his right to proof read and offer corrections through errata lines as required by CCP 2025.52 (a) (b)(c)(d)(e)(f)(g), see Vol. 1, Pgs. 53-54, but not provided copy prior to motion's filing.

Therefore, Plaintiff having provided an abundance of Good Cause and Authority for this additional relief requests to REVERSE/VACATE THE LOWER COURT"S ERRED ORDERS including: GRANTING OF SUMMARY JUDGEMENT IN FAVOR Of DEFENDANTS,

IN PRINCIPAL, reversal of defendants' award of $3,451.11 (Vol.1, Pg. 122), denial of Plaintiff's $10,000.00 Sanctions request and acceptance of the September 17, 2019 deposition as valid and its transcript into the record/evidence as part of the October 7th, 2019 Motion for Summary Judgment. These requests are made with full authority of California Statute as detailed in arguments these arguments above.

## REASON FOR GRANTING THE PETITION

Additionally, for all of these facts stated herein and since all of these violations also are related to Plaintiff's Housing Deprivation claims it is without question under law that motion for leave to amend complaint should have been granted regardless of defendant desire to avoid the arm of justice to continue their unlawful monopolies and discrimination, segregation against Plaintiff as a Latino/Hispanic of Mexican Heritage and also against African American minority tenants/residents. These schemes of fraudulent record keeping, discriminatory standard operating procedure to establish a master planned community of segregation, false advertisement, barring family dog to inflict emotional distress, dual service standard to impose a gender bias in favor of female spouse-Cheryl Lopez by male staff member, Brent Christiansen while imposing hostile aggression toward male spouse ARTHUR LOPEZ as form of psychological warfare to harass and create disharmony in family and then causing plaintiff to be denied housing for several years and compelling Plaintiff to live in a travel trailer and even worse,

must be undone and justice be served by granting PLAINTIFF'S Relief in AWARD of $180,000,000.00 net after taxes (ONE HUNDRED EIGHTY MILLION DOLLARS, net after taxes) in Compensatory, Actual and Punitive Damages plus Attorney's Fees if Applicable and Costs As Quickly As Humanly Possible since Plaintiff continues to be harmed everyday relief is delayed ( Going On Ten Years Now ) and injunction to bar any future harassment of any sort by all defendants and there associates!!!

## CONCLUSION

The petition for a writ of certiorari should be granted.

June 17th, 2023

Respectfully submitted,

Arthur Lopez