

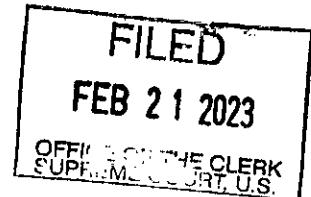
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**23-5019** **ORIGINAL**  
**SUPREME COURT OF THE UNITED STATES**

**22-55487**

**5:22-CV-00421-JWH-SHK**

**JUSTICE KAGAN**

**JUDGES: M. SMITH, BRESS. And VINDYKE**



<b>KEVIN JIN, et al</b> <b>Plaintiffs and Appellants,</b> <b>Vs.</b> <b>RAFAEL VELASQUEZ et al.,</b> <b>Defendants and Respondents.</b>	<b>SUPREME COURT</b> <b>OF THE UNITED STATES</b> <b>1 FIRST STREET NE</b> <b>WASHINGTON, D.C. 20543</b>
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**PETITION OF CERTIORARI WRIT**

**Due: 04-29-23**

<b>GEICO (Government Employees Ins. Co.)</b> Sandra Hurn (Bar#262202) Law office 20320 SW Birch St Newport Beach, Ca 92660	Larry Allen Tirador Valdez (Bar#310101 Attorney for Defendants Insurance, Infinity) Law Offices of Brian P. Smith & Assoc 13340 183 <sup>rd</sup> St Ste 210 Cerritos, CA 90703
<b>In Propria Persona</b> Plaintiff and Appellants Kevin Jin P.O. Box 816 Desert Hot Springs, CA 92240	(Attorney for Defendants Insurance, Infinity) Anthony T. Case, Esq. (SBN 149583) Maxine D. Harvey, Esq. (SBN 179826) FARMER CASE & FEDOR 402 W. Broadway, Suite 1100 San Diego, CA 92101 Anthony T. Case, Esq. (SBN 149583) Tel: (619) 338-0300
<b>In Propria Persona</b> Plaintiff and Appellants, ALT Minor &Guard L. J <b>SECOND WITNESS</b> Mary Lim P.O. Box 816 Desert Hot Springs, CA 92240	Defendant and Respondent Rafael Velasquez, et al. Martha Melchor Sandoval Juan Gonzalez

## I. Question Presented

Appeal/Trial Courts should not allow blatant perjury and/or false statements to be considered just. Also, Appeal Court will not reopen this case unless, the Supreme Ct make opinion for the compensation. Therefore, the Supreme Ct should reopen and redo the trial for this case. Moreover, the 4th District of 2nd Division of Riverside Ca made PFS confused if there had all evidences of exhibition, including the DFIILAW, Larry Valdez, who used the new false document which was the falsely signed Deposition, which looked as if PfKevin's signature was taken and attached on the new created Depo Paper, along with all medical reports and the stolen the skit mark picture of the Ex30-1 /1-1. 2. The Arbitration, (ATM 1), proved that DF, Vel, et. Al was 100% liable and had to pay for the damage done to PF's car so the trial did not need the jury's verdict to find who was negligent. Nevertheless, both PF & DF Insurances schemed all facts and truths to blame the accident on PF, Kevin, instead of the negligent, DF, Vel, differentiating from the Arbitration result. Even though the damage included not only property damage, such as the car, but also human injury. Therefore, as the Arbitration result, both insurance companies, Geico and Infinity, should pay the compensation to the PF, minor L.J.'s eye injuries including muscles, joints, etc. CTHJ&BOTH INSURANCES MADE THAT NO MATTER HOW SERIOUS INJURED, THE NEGLIGENT IS LIABLE TO ALL RESPONSIBILITIES. THEN BOTH INSURANCES AND DF, VEL MADE FALSIFIED TO THE NEGLIGENT DIFFERENTLY FROM THE ARBITRATION AND THEN REMOVED THE ARBITRATION IN THE COURT TO NOT SHOW THE ARBITRATION TO THE JURIES. ALL THING ARE SCHEMED BY THE BAD FAITH WITH THE COURT UNITY. 1 7 7 3. And/or: Medical expertise witness. Do pfs need to hire doctors with connecting lawyers, even though the fact of injury is certainly from this car accident? Are medical records not equal to Witness of Doctors and are the physical injuries that only occurred after the car accident and not before still not enough proof? Please accept the fact of the health changes that occurred to PFS, from this car accident and pay for compensation. The compensation must consider the fact of medical report after the car accident; injuries, including the minors' severe eye vision loss to the point that he must wear glasses forever, with serious astigmatism with serious acute myopia, about a month after the car accident. At this point, the trauma leaves a big difference in eye vision at a sudden, which is in contrast to general loss from growth, and is like dilation. It is attached to medical doctor support. L.J cannot do serious physical exercises like football with serious running like a marathon which requires a doctor note, and diagnosed an x-shape of his hip and knee bones. The PF, minor, L.J, has not only suffered from his large and acute eyes' vision loss, but will also suffer from a gradual continuous loss as LLU, eye doctor, Ishmael, said verbally. 4. 'Bad faith' is just too cruel, especially for PFminor, LJ, with false statements, a false document with previously unknown materials, and false testimonies from the DF, Vel et. Al and both PFGLAW, Sandra Hurn and DFIILAW, Larry Valdez, and DFIILAW, Maxine Harvey along with Anthony Case to win and to avoid paying compensation for the injuries that pf Kevin and pfm,LJ sustained.

## II. Table of Contents

Question Present.....	2
11. Table of Contents.....	3
111. Table of Authorities.....	3-4
Abbreviations.....	5-6
Petition for Writ of Certiorari.....	7-9
Opinions Below.....	9-10
VII. Constitutional Provisions Involved.....	10
VIII. Statement of the Case.....	11-12
DIRECT APPEAL.....	12-15
REASON for GRANT WRIT.....	15-17
CONCLUSION.....	17

## TABLE AUTHORITIES

### LEGAL PRINCIPLES:

1. DF, VEL & DFILAW, LV FALSE STATEMENT WITH FALSE MATERIAL
2. NO ONE IS ALLOWED THE PERJURY EVEN, THE ATTORNEY: SWEAR PART OF PERJURY BY LAW } : THE PERJURY BY USING THE FALSIFIED SIGNED DEPOSITION ON WRONG DATE FROM ORIGINAL DEPOSITION DATE FROM 2017 TO 2018 TO WIN? : CODE #118, AMENDMENTS #1622: SUBORNATION OF PERJURY: PROFESSIONAL PERJURY ATTORNEY FOR ASSERTION FELONY IN CALIFORNIA 2-1.
3. SAFE DRIVING RULES: BECAUSE IT IS NOT POSSIBLE TO SEE: Must be kept SAFE DISTANCE EVEN IN 50M FEET TO BE READY TO STOP, IN EMERGENT SITUATION. (DMV): ARTICLE 2. Additional Driving Rules (21700 – 21721)
4. OVER SPEEDING IS PROHIBITED: VEHICLE CODE 22350 VC: DRIVING FASTER THAN IS SAFE FOR THE GIVEN DRIVING CONDITIONS AND CIRCUMSTANCES.
5. DF, VEL'S FALSE TESTIMONIES: PERJURY: SWEAR PART OF PERJURY BY LAW): THE PERJURY BY USING THE FALSIFIED SIGNED DEPOSITION ON WRONG DATE FROM ORIGINAL DEPOSITION DATE FROM 2017 TO 2018 TO WIN? CODE #118, AMENDMENTS 1 4 4 #1622: SUBORNATION OF PERJURY: PROFESSIONAL PERJURY ATTORNEY FOR ASSERTION FELONY IN CALIFORNIA
6. 'BAD FAITH' of insurance company: CA INSURANCE CODE SECTION 790.03:
7. INTERPRETERS; The interpretation wasn't very accurate in the Deposition, even pointed out by the interpreter Lee for both in Cross-Exam simultaneously
8. Juries Fault; The Jury made the wrong verdict that was not the fact and the truth

9. The Court's Fault: The Court treated the Plaintiffs unfairly
10. ABSENT COMPENSATION OF THE UNDERLYING PHYSICAL, AND CONCLUSION SIGNATURE BLOCK
11. CERTIFICATE OF COMPLIANCE
12. APPEAL COURT OPINION
13. ATTACHMENTS
14. PROOF OF SERVICE
15. Under Numbers #1-5, they are under of USC, CIVIL CODES

(28 USC 5001, Civil Code 1714, 120 Stat. 650, Civil Code 1714, 28 USC 5001, 18 USC 2255, 18 USC 1001 and 18 USC 1000)

OTHER AUTHORITIES
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1. Reporter's Transcript, (RT, Reporter's Transcript, or Reporter Transcript): It is the copy of the Transcript from the reporter, who typed down all things said in the court on record.
2. Clerk's Transcript, (CT, Clerk Transcript, or Clerk's Transcript): It is the copy Transcript from the clerk from the court.
3. Plaintiff, Kevin Jin's Deposition, (Depo., or Deposition): It is the copy of the Deposition that we received from the court.
4. All Exhibitions, Exhibitions 1-35: They are pictures of pages or events that coincide with the trial, refer to the Plaintiffs exhibits in the Reporter's Transcript.
5. Desert Hot Springs Police Event Record: The Event Record from the DHS Police Department, which includes the barricade information.
6. Desert Hot Springs Inspection Camera: Email explaining that the cameras didn't work on the day of the Car accident.
7. Notice of Transfer and release of Liability Certificate of Title: A Notice of Transfer and Release from the Defendant about the Defendant's ownership of the Defendant's red Toyota truck.

8. Accident result from Loma Linda for eyes: As the name states, it talks about the Plaintiff, L.J.'s eyes health after the car accident.

9. Health Screen for eye, without glasses, from school: It is a health screen from the minor Plaintiff's school that shows the quick change of the minor, L.J.'s eyes.

10. Defendant Shared Exhibition list: Proof of the Plaintiffs and Defendants sharing medical information and all exhibitions

11. Arbitration, also known as, Insurance Accident Interviews.

### **Abbreviation PF**

**1. ATM' -attachments**

**2. 10 w e/w et: 10 freeway e/w exit**

**3. CTHJ = court honorable judge, Jackson Lucky**

4. 'CT' = Clerk Transcription// Jrvt= Jury Verdict // Rt' -Reporter's Transcript// Depo=Deposition// 'Per' = Police Event Report// Ar=Arbitration Result

5. APCTO=Appeal Court Tentation

6. Law': By Law// DMVL= Driving Motor Vehicle' FED/CA.LAW'=By Federal & California Law// Code=Cd

7. Ex '/Pt= Exhibits/Photos// Ln' -Lanes// AND=&// NUMBERS=#// DOLLARS=\$,REFER=\*,(),<>// 2ND 3rd Rp = Second & Third Reply// BPDIL=Both Plaintiff Defendant Insurances' Lawyer

8. BIPFSH&DF' RP/DFNLAWS, AC/MH = Both Insurances' Lawyer Sandra Hurn & New Lawyer Anthony T. Case, Maxine D. Harvey Farmer Case & FEDOR\*\* Plaintiff Abbreviation

9. APP/PF,JIN'= Plaintiff, Kevin Jin

10. App/PFM, L.J.' = Plaintiff Minor, Luke Jin

11. App/PF/ALT&GDML' = Plaintiff Alternative and Guard, Minor; Mary Lim

12. Apps/PFS= Appellants, Plaintiffs, Kevin Jin, Et Al.

13. KIM'= Plaintiff Lawyer, Kim

14. PFIGLAW, SH'= Plaintiff Insurance Geico Lawyer, Sandra Hurn

15.'Aob'= Appellant's Opening Brief

16.DF =Defendant Abbreviation

17.'Rp/DF, VEL' = Defendant Velasquez, 'Rp/ Df,MEL' = Defendant, Melcher,

18.'Dfiilawlv =Defendant Infinity Insurance Lawyer, Larry Valdez)

19.'Rpb'= Respond Brief

'Rp/DFNEWLAWS,Ac/Mh = Anthony T. Case, Maxine D. Harve Farmer Case & Fedo

### Petition for Writ Of Certiorari

Where and when do we, the plaintiffs, got "BAD FAITH CLAIM" all lower courts judge us as "frivolous"? The lower superior courts requested the Plaintiffs to hire a lawyer even though the plaintiffs could not afford hiring a lawyer, and since the accident the Plaintiffs stood right and showed all medical records what changed in the minor and father Jin's health, in all areas. The Superior court and both insurances lawyers forced us to bring medical doctors who must tell all these health matters after car accident came from hundred percent. Even though the acupuncturist mother and the guard of minor told them don't to fraud and plaintiffs would prove the medial records those all injuries came from also the first doctor who described all eyes matter seems after car accident that means accident was caused it; however both insurances' lawyers denied and court requested to private lawyer who would charge after result, bring doctors even while courts were in trial so that plaintiffs were embarrassed and could not be serious trial and Jin also defended on the Korean Translators. The Superior court judge Jackson blamed the plaintiff, Jin was translated and questioned, and Geico insurance lawyer Sandra Hurn reported to remove the second witness Mary Lim by sitting her down and complained about Mary Lim's bad breath in the court to the judge.

Jin, a Plaintiff and appellant, is Pro-Se and the minor L.J. Injured incomplete body structure anatomically and physiologically. This minor was born a normal in all areas of body. Since this car accident, this adolescent keep suffering from continuous health injury from eyes muscle damage which change drop his eyes vision from normal to serious vision loss and no more glasses to fit his eyes' vision with wearing his glasses forever without sleeping time, hydroceles with Genu-

Valgum (x-shape) of body which is structurally wrong, waiting high-standing of MRI. Both insurances the Plaintiffs' Geico(The Government Employees Insurance Co) and the Defendants' Infinity are in "BAD FAITH" by changing "the Arbitration Result" which was 100% liable the other party, INFINITY with lying that means to the Guard of minor, mother , and second witness of Plaintiff Mary Lim, that meant was the plaintiff liability by Geico, lawyer, Sandra Hurn and Infinity lawyer Larry Valdez controlled in the court that Mary Lim had no authority to testimony or stand explain the medical report, instead medical doctors. Moreover, the judge blamed plaintiffs too many times with juries empty the court in blame time for several times that causes juries made be angry and misled the judgement.

Plus, the defendant, Velasquez was looking different from in accident and had to wear glasses to figure out of lanes of Palm Drive. He made lots of time change his testimonies and made lies which is different from even his Deposition, in which he asked the reason why the Plaintiff Jin didn't go in green lights to straight.

Additionally, the defendant, Velasquez made a false testimony of his speed because of his time of work which was at 7a.m. when the accident happened at 6:50 and his driving was at a very high speed and in the location of previous traffic light there was impossible the road condition where was barricaded Gene Autry (= Palm Drive).

Both insurances made scheme to cheat in the court for "BAD FAITH" and zipped the mouth who could testimonies as the second witness by the judge, Jackson, who just told about the second witness in the last time before juries' decision.

Under those unfair harassment in the court all unite to the Plaintiffs with discrimination because of English and unfair leading by judge, the Plaintiffs were given the unjust verdict. We respectfully ask the supreme court of USA, to accept this writ of certiorari to review the judgment of Nine Circuits Appeal with the lower courts jury verdict where even the appeal court of the County changed the fact of the accident time from 6:50 a.m. to 6:15. Certainly, the plaintiffs asked for this error to be corrected, but those three panels of clerks ignored and Riverside of Ca Appeal court said no more open the court unless the court decides the Compensation. Plaintiffs ask for the Supreme Court of USA Stand Right the establish of the Constitution being based on the Protestant which is freedom of religious and speech the fact in justice.

#### **V. *Opinions Below***

The supreme court of USA, respectfully petitions this court for a writ of certiorari to review the judgment of Nine Circuits Appeal with the lower courts jury verdict where even County appeal also change the accident time the fact from 6:50 a.m. to 6:15. Certainly plaintiffs asked fix the fact, but those three panels of clerks ignored and Riverside of Ca Appeal court said no more open the court unless the court decides the Compensation. Plaintiffs ask for the Supreme Court of USA Stand Right the establish of the Constitution being based on the Protestant which is freedom of religious and speech the fact in justice. Because those lower courts denied to review because of the "frivolous" which is opposite our plaintiffs. **Where we plaintiffs got "BAD FAITH CLAIM". The supreme court of USA respectfully petitions this court for a writ of certiorari to review the judgment of Nine Circuits Appeal denied on September 22, 2022. Plaintiff, Jin calls this Court's jurisdiction under 28 U.S.C. S 1257, having timely filed this petition for a writ of certiorari February**

**19<sup>TH</sup> 2023. By the Court's calendar count the weekend pushes to the next day February 20<sup>th</sup> 2023 by postmark.**

## **VII. Constitutional Provisions Involved**

### **I. United States Constitution, Amendment**

**Under Numbers #1-5, they are under of USC, CIVIL CODES**

**(28 USC 5001, Civil Code 1714, 120 Stat. 650, Civil Code 1714, 28 USC 5001, 18 USC 2255, 18 USC 1001 and 18 USC 1000)**

### **II. UNDER THE CODE #773, 118 AND 1622.**

**1.The Court's Fault; JURIES AND COURTS WITH APPEAL ARE VIOLATE FALSE STATEMENT, FALSE DOCUMENT, FLASELY ADDED PF'S SIGNATURE,**

**Under Numbers #1-5, they are under of USC, CIVIL CODES**

**III. (28 USC 5001, Civil Code 1714, 120 Stat. 650, Civil Code 1714, 28 USC 5001, 18 USC 2255, 18 USC 1001 and 18 USC 1000)**

**IV. THE CODE OF RULE 3.3.(a), CODE #118, AMENDMENTS #1622: SUBORNATION OF PERJURY: PROFESSIONAL PERJURY) AND under the rule 3.3 CANDOR TOWARD THE TRIBUNAL – COMMENT: THIS RULE GOVERNS THE CONDUCT OF A LAWYER WHO IS REPRESENTING A CLIENT IN THE PROCESSINGS OF A TRIBUNAL. SEE RULE 1.0(m) FOR THE DEFINITION OF "TRIBUNAL" ADJUNCTIVE AUTHORITY, SUCH AS DEPOSITION AND EVEN THOUGH IT WAS PROVED BY THE FIXED RECORD IT SAID, "2ND LANE", IN TESTIMONY, BY THE CT PANEL, IT WAS NEVER CORRECTED 3 -4 TIMES (APCTO p.15), JULY 7TH 2021.**

Df&Cross Pf, Vel ,Both PF & DF'S Insurances Ignore The Low Incomer Health Insurance Medical/Medicaid Medical Reports, Instead Fraud Insurances' Health Network Doctors And Forced Find Some Doctor Would Say 100 Percent From Car Accident Or At Least 50 Percent. Limitation Of The Fact From Medical Report What Health Changes Since Right After Car Accident That Health Result From The Differences From Infant And Right Before This Car Accident.

4. Complain for A Civil Case Alleging Negligence

5.Bad Faith Insurances Both PFGEICO And DFIINFINITY

6. Judgment in A Civil Action (Atm #31-1)

## VIII. Statement of the Case

### I. United States Constitution, Amendment XIV:

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. In our cases:

**(1) DF, VEL & DFILAW, LV FALSE STATEMENT WITH FALSE MATERIAL. No One Is Allowed The Perjury Even, The Attorney: Swear Part Of Perjury By Law : The Perjury By Using The Falsified Signed Deposition On Wrong Date From Original Deposition Date From 2017 To 2018 To Win?**

**(2) CODE #118, AMENDMENTS #1622: SUBORNATION OF PERJURY: Professional Perjury Attorney For Assertion Felony In California 2-1. Safe Driving Rules: Because It Is Not Possible To See: Must Be Kept Safe Distance Even In 50m Feet To Be Ready To Stop, In Emergent Situation. (DMV):**

**(3) DF, VEL'S FALSE TESTIMONIES: PERJURY: SWEAR PART OF PERJURY BY LAW): THE PERJURY BY USING THE FALSIFIED SIGNED DEPOSITION ON WRONG DATE FROM ORIGINAL DEPOSITION DATE FROM 2017 TO 2018 TO WIN?**

**(4) CODE #118, AMENDMENTS 1 4 4 #1622: SUBORNATION OF PERJURY: PROFESSIONAL PERJURY ATTORNEY FOR ASSERTION FELONY IN CALIFORNIA**

**(5). 'BAD FAITH' of insurance company: CA INSURANCE CODE SECTION 790.03:**

**(6) SAFE DRIVING RULES: BECAUSE IT IS NOT POSSIBLE TO SEE: Must be kept  
SAFE DISTANCE EVEN IN 50M FEET TO BE READY TO STOP, IN EMERGENT  
SITUATION. (DMVL): ARTICLE**

**(7) Additional Driving Rules (21700 – 21721) OVER SPEEDING IS PROHIBITED:  
VEHICLE CODE 22350 VC: DRIVING FASTER THAN IS SAFE FOR THE GIVEN  
DRIVING CONDITIONS AND CIRCUMSTANCES.**

**(8) INTERPRETERS; The interpretation wasn't very accurate in the Deposition,  
even pointed out by the interpreter Lee for both in Cross-Exam simultaneously.**

**(9) Juries Fault; The Jury made the wrong verdict that was not the fact and the  
truth**

**(10) The Court's Fault for leading Trial unfairly: The Court Mistreated the  
Plaintiffs minor unfairly**

## **DIRECT APPEAL**

**UNDER THE FACT CODE UNDER FEDERAL CRIME CODE:**

**FIRST, APFANW: APPS/PFS Disagree with The Apct Evid Code. That's Because Of The Wrong  
Attack Questions and False Statements Are Not The Same Evid Code 773 Which Is 'Any Direct  
Examination' And 785, Which Is 'Credibility'. MOREOVER, THE FALSE STATEMENT AND THE PERJURY  
ARE CRIMES UNDER, "NO ONE IS ALLOWED THE PERJURY EVEN, THE ATTORNEY. (SWEAR PART OF  
PERJURY BY LAW): CODE #118, AMENDMENTS #1622: SUBORNATION OF PERJURY; PROFESSIONAL  
PERJURY ATTORNEY FOR ASSERTION FELONY IN CALIFORNIA."**

**CODE #118, AMENDMENTS #1622: SUBORNATION OF PERJURY:PROFESSIONAL PERJURY  
ATTORNEY FOR ASSERTION FELONY IN CALIFORNIA (ATTA#3, 2ND RP (51 )DEPO P.126)**

**For Example, in this our case, The Negligence Was Confident Of DF, Vel, Et. Al 100% From The  
Arbitration To Pay For Property Of The PF's Car So That The Trial Did Not Need The Jury's Verdict To  
Find whose negligent. Nevertheless, both PF & DF Insurances schemed all facts and truths for accident  
to the PF, Kevin, instead of the negligent, DF, Vel, differentiating from the Arbitration result. The  
damage includes not only materials car, but also human. Therefore, as the Arbitration result, both  
insurances Geico and Infinity should pay the compensation to the PF, minor L.J.'s eye injuries including  
muscles, joints, etc.**

**SECOND, THE CODE OF RULE 3.3.(a), CODE #118, AMENDMENTS #1622: SUBORNATION OF  
PERJURY: PROFESSIONAL PERJURY) AND under the rule 3.3 CANDOR TOWARD THE TRIBUNAL –  
COMMENT: THIS RULE GOVERNS THE CONDUCT OF A LAWYER WHO IS REPRESENTING A CLIENT IN  
THE PROCESSINGS OF A TRIBUNAL. SEE RULE 1.0(m) FOR THE DEFINITION OF "TRIBUNAL" ADJUNCTIVE  
AUTHORITY, SUCH AS DEPOSITION AND EVEN THOUGH IT WAS PROVED BY THE FIXED RECORD IT**

SAID, "2ND LANE", IN TESTIMONY, BY THE CT PANEL, IT WAS NEVER CORRECTED 3 -4 TIMES (APCTO p.15), JULY 7TH 2021.

ANOTHER SERIOUS MATTER IS THE CANCELLED DEPOSITIONS' INCORRECT MATERIALS. IT WAS CANCELLED FOR GOOD REASONS, THAT IS WHY THERE IS NO SIGNATURE WHICH CODE PENAL CODE 470 PC STATES, "IS THE CA STATUTE THAT MAKES IT A CRIME FOR A PERSON TO FALSIFY A SIGNATURE OR FRAUDULENTLY ALTER CERTAIN DOCUMENTS. ..ALTERING A DOCUMENT OR SIGNATURE IS ENOUGH".

**THIRD, UNDER INSURANCE CODE CA INSURANCE CODE SECTION 790.03:** The Defendant, Velasquez's Insurance Lawyer Larry Valdez, Provided A False 1 14 14 Deposition Signed Document, The Date On The False Deposition Was November 7 Th, 2017. **THE DEPOSITION DATE WAS ON THE APRIL 6TH 2018. HE PROVIDED FALSIFIED DOCUMENT TO THE JURY AND THE COURT ON THE MAY 30TH 2019 AND THE JUNE 4TH 2019. (AOB PGS.CT 74 AND CT PROJECTOR FILM, RT 212:25-217.)**

THE RECORD IS WRONGLY INTERPRETED AS IT SAID "3RD LANE", BUT WAS CORRECTED TO, "2 ND LN". (APCTO p.15). COURT WAS ABIDED WITH THE FALSIFIED DEFENDANTS AND THE BOTH INSURANCE COMPANY. SPECIALL THE PF'S INSURANCE GEICO (= "GOVERNMENT EMPLOYS INSURANCE COMPANY") WAS WORSE TO MISLED TO "BAD FAITH" DIFFERENTLY FROM THE "ARBITRATION RESULTS" EVEN THOUGH THE LAWYER SANDRA TOLD THE Mary Lirh WHO COULD USE FOR REFER IN THE COURT, NOT TESTIMONY. PFS WANT TO KNOW WHY?

For Example, in this case, IT WAS ERRORED WHICH DEFINES ALL PFS' APPEALS ARE ALL PROVED BY THE CORRECT RECORD TO MAKE SURE 2ND LN. (APCTOP, p15, RT 115) THE TRANSLATION ERROR IS VERY IMPORTANT TO JURY VERDICT. BECAUSE IN THIS CASE, THE DFILAW, LA AND DF, VEL FALSIFIED AND SCHEMED BY THE 3RD LN, INSTEAD OF 2ND LN. (EX30-1/1-1 SKIT MARK OF DF,VEL'S NEGLIGENCE, FALSIFIED DOCUMENT WITH ADDED PF, JIN'S SIGNATURE ON ADDED DOCUMENT WHICH IS DEPO ON WRONG DATE AND THOSE CODES, PERJURIES: CODE #118, AMENDMENTS #1622:SUBORNATION OF PERJURY:PROFESSIONAL PERJURY ATTORNEY FOR ASSERTION, ARBITRATION RESULT) AND AS FURTHER PROOF THAT THE DEPOSITION WAS NOT TRANSLATED CORRECTLY, Even Interpreter Lee, Who Was Translating For PF During The Trial, Pointed Out That Parts Of The Translation Just Didn't Make Sense, And Even Further, The Interpreter's Signature Isn't Even On It, So Are We Supposed To Believe An Unknown Translator Who We Cannot Verify? (DEPO128; ATM 2, LABELLED AS ATM #3, RT 129, RT 130)

For Another Example, in these our cases Under the Third, BOTH APCTO ALSO MISINTERPRETED AND CHOSE THE WRONG PART, (RT 95) WHICH WAS PART OF THE TESTIMONY, BY WRITING THAT THE TIME WAS 6:15 am, EVEN THOUGH PFKJ TESTIMONIED THAT IT WAS 6:50 A.M. THIS IS ALSO PART OF THE SCHEME THE CT MADE TO MISLEAD SUPPORT TO DFS AND DFILAW, LV IN ORDER TO WIN. SINCE THE ACCIDENT HAPPENED AT 6:50 am, THE DEFENDANT, VELASQUEZ, WAS IN A RUSH TO GET TO WORK ON TIME, WHICH FOR MOST LABORERS OR CONSTRUCTION WORKERS IS AT 7 AM, SO THE COURT'S CLAIM THAT THE ACCIDENT TOOK PLACE AT 6:15 am, WOULD MAKE IT SEEM AS Though the Defendant, Velasquez, Had No Reason to Rush, Even Though in Reality He Did. And This Is Shown as Plaintiff, Kevin, Said That It Looked Like the Defendant, Velasquez, Was Driving At 100 Miles Per Hour. (AR=Arbitration Result to DF, Vel Used the Accident Interview Form the PFS' Insurance, Geico Which Was Right Memory Than Trial Ct If It Was Different 1 11 11 Speed That PF, Jin's Stand Time Or ENVIRONMENTAL SITUATION IN TRIAL CT)

**CODE #118, AMENDMENTS #1622: SUBORNATION OF PERJURY: PROFESSIONAL PERJURY).**  
 NEVERTHELESS, THE LAWYER OF INFINITY, LARRY VALDEZ, HARASSED THE PLAINTIFF WITH 12 RACIAL DISCRIMINATIONS WITH ENGLISH MATTER BY THE ENGLISH TRANSLATED TESTIMONY WITH THE FALSE DEPOSITION FOR HALF THE DAY OF THE THURSDAY, MAY 30TH 2019, AND THE FINAL STATEMENT TO THE JURY, ON JUNE 4TH 2019. (CT, ATM NON-SIGNED DEPO FOR PF, AOB PGS.14)

FOURTH, THE DEFENDANT, VELASQUEZ, AND THE INSURANCE LAWYER LARRY VALDEZ, PROVIDED FALSELY SIGNED DEPOSITION DOCUMENT, THE DATE ON THE DEPOSITION IS NOVEMBER 7TH, 2017. THE ACTUAL DEPOSITION DATE WAS ON THE APRIL 6TH 2018. HE PROVIDED THE FALSIFIED DOCUMENT TO THE JURY AND THE COURT ON MAY 30TH 2019 AND JUNE 4TH 2019. (AOB PGS.CT 74 AND CT PROJECTOR FILM, RT 212:25-217)

**CODE #118, AMENDMENTS #1622: SUBORNATION OF PERJURY: PROFESSIONAL PERJURY**  
**ATTORNEY FOR ASSERTION FELONY IN CALIFORNIA (ATTA#3, 2ND RP (51) DEPO P.126) EVEN THOUGH**

THE DFIILAWLV HAD AUTHORITY WAS under the rule 3.3 CANDOR TOWARD THE TRIBUNAL – COMMENT: THIS RULE GOVERNS THE CONDUCT OF A LAWYER WHO IS REPRESENTING A CLIENT IN THE PROCESSINGS OF A TRIBUNAL. SEE RULE 1.0(m) FOR THE DEFINITION OF "TRIBUNAL" ADJUNCTIVE AUTHORITY, SUCH AS DEPOSITION, DFIILAWLV MISCONDUCTED BY SELECTING THE CANCELLED DEPOSITION ALONG WITH WRONGLY INTERPRETED DEPOSITION PART WHICH HAD, "THIRD LANE", WRITTEN, AND MADE A FALSE TESTIMONY BY SAYING PFKEVIN DROVE FROM THE 1ST, LN TO 3RD LN. EVEN THOUGH IT WAS PROVED BY THE FIXED RECORD IT SAID, "2ND LANE", IN TESTIMONY. YET IT WAS NEVER CORRECTED 3 -4 TIMES IN PANELS' NOTICE, JULY 7TH 2021. AND HE ALSO REFUSED THE PROOF EX30-1, WHICH SHOWED HOW THE DF MOVED, SO HE COULD WIN. MQREOVER, BY ADDING A FALSE TESTIMONY BY USING HIS CLIENT TESTIMONY AND NEVER EVEN SHOWING THE DEPOSITION OF HIS CLIENT, VEL, ET AL. THE DFIILAWLV INTENTIONALLY LEFT OUT IMPORTANT INFORMATION, SUCH AS, "WHY KEVIN DID NOT PASS UNDER GREEN LIGHT?", THIS PROVES DFVEL DID NOT RECOGNIZE THE DISTANCE BETWEEN HIM AND THE BARRICADES, IF HE EVEN SAW THE BARRICADES, SINCE IF HE DID SEE THEM, HE WOULD HAVE KNOWN WHY KEVIN HAD TO STOP, AND IN TURN, THE DEFENDANT, VELASQUEZ, SHOULD HAVE SLOWED DOWN AND ALSO STOPPED. ALSO, AT THIS TIME, IT WAS UNUSUAL FOR THERE TO BE A BARRICADE, (CT 74, EMAIL OF LAW JULIE ISEN, RULE 3.3.(a),

**FIFTH, please apply law for the crime and perjury and the false signature to win for THE KEVIN'S DEPOSITION with the wrong date, to yourself, too. The law applies to everyone equally, even to the president. The false testimony for the accident by LAWYER LARRY VALDEZ With Velasques, plus his wife, Melchor, and the other person who company owner who sold the accident truck to the Velasquez on the date of the accident date, and the driver's restriction for drive place controlled, may be drunk should be penalized.: CA INSURANCE CODE SECTION 790.03: UNFAIR METHODS OF COMPETITION AND UNFAIR AND DECEPTIVE ACTS OR PRACTICES IN THE MAKING, ISSUING, CIRCULATING, OR CAUSING TO BE MADE, ISSUED OR CIRCULATED, ANY ESTIMATE, ILLUSTRATION, CIRCULAR, OR STATEMENT MISREPRESENTING THE TERMS OF MAY POLICY ISSUED OR TO BE ISSUED OR BENEFITS OR ADVANTAGES PROMISED THEREBY OR THE DIVIDENS OR MAKING ANY FALSE OR MISLEADING STATEMENT AS TO THE DIVIDENDS OR MAKING ANY MISLEADING REPRESENTATION AS TO THE FINANCIAL CONDITION OF ANY INSURER, OR AS TO THE LEGAL RESERVE SYSTEM UPON WHICH ANY LIFE INSURER OPERATES, OR CLASS OF POLICIES MISREPRESENTING THE TRUE NATURE THEREOF...: (B)**

...OR WHICH IS UNTRUE, DECEPTIVE, OR MISLEADING AND WHICH IS KNOWN, OR WHICH BY THE EXERCISE OR REASONABLE CARE SHOULD BE KNOWN, TO BE UNTRUE, DECEPTIVE, OR MISLEADING.

FINALLY, WITH ALL OF CLEAR PROPER EVIDENCES, THE JURIES MADE THE WRONG DECISION BEING BASED ON THE DEFENDANT'S FALSIFIED TESTIMONY IN HIS SCHEME TO THE SKIDMARK IN THE PICTURE. THE DEFENDANT MADE THE FALSIFIED SCHEMED TESTIMONY THAT HE MADE, SAYING, "THE ACCIDENT DUE TO THE PLAINTIFF, KEVIN JIN, WHO WAS THE NEGLIGENT" MUST BE CORRECTED TO BE THE AS SAME AS THE ARBITRATION RESULT, WHICH SHOWED THAT PF, KEVIN, PROVED 100% LIABILITY AGAINST DF, VEL.

IN THE FACT, AT THAT TIME, THE PALM DRIVE TOWARDS TO THE SOUTH, GENE AUTRY WAS BARRICADED WITH POLICE AT PALM SPRINGS ON THE AUGUST 19TH 2015. (ATM, POLICE EVENT REPORT, AOB PGS.14, 27-34).

#### REASONS FOR GRANTING THE WRIT

PF, Jin and the Minor, who has been serious injury from this car accident, are pro-se because they can't afford of private lawyer and medical doctor who can support us, instead PF JIN chose the fact being based on the health changes since car accident 2015 for minor who has a limited future of professional jobs, especially ones which require accurate vision like surgeon and pilots, which are minor's favor jobs. Additionally, his physical damage of shape because of accident in his 8 years old when minor was not completed his body structurally and physiologically, by times, like Genu-Valgum (x-shape of body) and fibroma which was not filled out bones above right knee where he was hit the rear right side where he sat in baby safety seat in the middle of rear seat.

For the Pro-se, PF JIN had met difficulty from the both insurances' lawyers in "BAD FAITH" and the Discrimination of non-English and lost the fair the fact of listening our honest fact being based on the health finding since this car accident.

DF/RP's "plethora of arguments" diluted the facts, and were not true. These matters are not confused by "words or hearsay", because these matters of 'PERJURY BY RP AND RPIILAW, LV' for using a false signature along with using the Deposition with the incorrect date, with adding on the 'CANCELLED DEPOSITION OF KEVIN BECAUSE OF INTERPRETER ON 2018, NOT 2017' Are A 'CRIME'. MUCH WORSE THAN THAT, DFIILAW, LV, MADE APP/PF, JIN, APPEAR TO TESTIMONY THAT HE WAS ON THE THIRD LANE FOR WHOLE JURY TRIAL, BY USING THE FALSE DEPOSITION, EVEN THOUGH, APP/PF/ALT&GDML STOOD IN COURT AND STATED THE FACT OF THE CANCELLED DEPOSITION BECAUSE OF ENGLISH MATTER AND SWITCHED TO THE APP/PF/ALT&GDML, THE DFIILAW, LV AND DF/RP, VEL CONTINUED TO ENJOY PERJURY BY USING THE FALSELY SIGNED DEPOSITION OF KEVIN AND DF, VEL DECEIVED FROM THE FACT OF WHAT HE SAID IN DF, VEL DEPOSITION, (CT 74), THAT KEVIN WAS IN THE SECOND LANE TO THE THIRD LANE BY PERJURY SCHEME WITH DFIILAW, LV, TO WIN THIS CASE. IT IS PROFESSIONAL MISCONDUCT THAT EQUALS TO PENALTY TO USE A FALSE WITNESS TO WIN IN

**ORDER TO KILL THE INTRODUCTION OF MINOR'S HOPEFUL FUTURE FOR PROFESSIONAL JOBS, ETC. THEREFORE, THIS IS THE 'BAD FAITH'. (RP'S RESPOND INTRO- AOB PG.9-11 STATEMENT OF CASE, ASK CT SLIDE WHICH RPIILAW, LV SHOWED TO FALSE SIGNED ON DIFFERENT DATE 2017, FOR KEVIN.) APPS/PFS, JIN ET AL., MET THE LAWYER ISEN ON 2017 and the Deposition date was designated on 2018, then was cancelled. How/what could DFIILAW, LV bring the Kevin's falsified signature for Kevin on a different Deposition document and date. And as even more evidence, the original copy of PF, Kevin's Deposition that the Trial Court gave us when we asked for it, didn't have PF, Kevin's signature. So most of what DFIILAW, LV, and DF/RP Vel said were under perjury. In conclusion, BOTH DFIILAW, LV, AND PFIGLAW, SH, MADE, "BAD FAITH" AND THEY SHOULD COMPENSATE TO THE RESULT OF INJURY OF THE MINOR EYES' HEALTH FOR VISION AND ALL OTHER ISSUES RELATED EYES DAMAGE, PLUS ALL MUSCLES AND MUSCLE DAMAGE. 199 (AOB PG.8-12, 27-39) PF KEVIN NEEDS COMPENSATION TOO, FOR HEALING HIS TEETH AND MUSCLE ISSUES TO SUPPORT THE MINOR, SON, L.J IN ALL AREAS. (ALL EXHIBITIONS 1- 35, CT 66-73, 77&78, INCLUDING APP/PFM, L.J., LLU, LOMA LINDA AND HIS EYES' VISION LOSS). EVEN DESPITE THIS, ARE THE RPS SERIOUSLY CONTINUING UNDER PERJURY, CAN RPLAW, AC/MH, STILL INSIST THAT 'BIFURCATE' IS SUFFICIENT EVIDENCE TO PROVE RP'S NEGLIGENCE TO THIS ACCIDENT? (AOB PG.9,49) APCTO (APPELLANT CT OPINION), WITH RP/DF/VEL, MEL and DFINELAWAC/MH, DISREGARD MOST OF APPELLANTS' LOGICAL PROOF IN THE OPENING BRIEF THAT RPS, VEL, ET AL WAS THE CAUSE OF THE ACCIDENT DUE TO NEGLIGENCE AND IS THEREFORE LIABLE. BY the continuous CHALLENGE TO THE PF, AND THE COURT, is being illogical and illegal to legal issue in RP'S RESPOND by committing a, 'FALSE TESTIMONIE & FALSE STATEMENT WITH FALSE MATERIALS', WHICH IS PERJURY, TO WIN THIS CASE. RP and RPLAWS, AC/MH must know all of PF'S SIGNATURES for APPELLANT'S OPENING BRIEF AND FILES FOR TRIAL WITH PRINTED ALL THREE NAMES, TOO. (RP'S RESPOND INTRODUCTION)**

#### **CONCLUSION**

Under those reasons, we, PF JIN request USA SUPREME COURT Permit the Certiorari to be fair compensation of the Minor injuries which will be affected for the future seriously in his health and the professional jobs. PF hopes 2.5million dollars or more, or an amount the court deems sufficient for the minor for surgery of eyes, and compensation for the other physical injuries L.J sustained, if it is available to prevent of blinds where the Loma Linda University of Eye Institution, Dr. Esmail by verbal diagnose in the February of 2016 since the minor eyes were troubled including eyes' ball moved forwarded down and lost vision seriously, and corrected lenses are impossible to change by losing vision, now. Specially the Appeal court of Riverside County won't open trial any more unless the higher court doesn't make decisions of compensation because no doctor say that this result of health is come from the car accident 100 percent, even though the Acupuncturist, second witness of this accident, the guard of minor, explains "MEDICAL DOCTORS AND GENERALLY, PEOPLE ACCEPT THE FACT WHAT HAPPENED SINCE CAR ACCIDENT BY SOCIAL BACK GROUNDS". Medical doctors don't want stand right and forced PF believe these eyes' vision lose is come from both parents'

weak vision even though PF explains both lose visions gradually by ages, not trauma which changes eyes ball moving like the Minor.

PF recognizes court and insurances and Medicaid doctors are united to do not request the help to the courts being based on forcing PF quit sue to the PF'S PRIVATE LAWERS WHO QUITTED IN THE MIDDLE OF TRIALS BY PF INSURANCE GEICO SANDRA. HURM MADE HEARSAY PF JIN MADE ACCIDENT, BY FORCING THE GUARD. OF THE MINOR, BELIEVE THE ARBITRATION LETTER SAID 100 PERCENT PFJIN SIDE WITH WRONG CORRECTION OF THE ENGLISH. PF JIN WERE DISCRIMINATED BY THE PFINS. GEICO, SANDRA HURN.

For refer, both Geico and Infinity are nominated to do

BAD FAITH. And those lawyers discriminated us because of poverty Pro-se and Medical Beneficiary and English. As a result, PFS JIN, et al request the USA SUPREME COURT STAND JUSTICE" to save the future of USA, L.J. as other children.

Respectfully submitted, *Karen*

*Mary Lim* *H* *L.J.*

The Second Witness and authorized this document of Plaintiffs include the minor L.J.

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