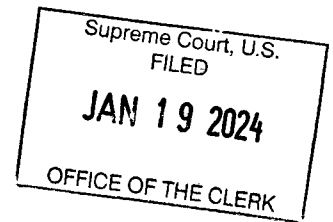


ORIGINAL

23-6860
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IN THE

SUPREME COURT OF THE UNITED STATES

KEYRON LAMONTE BINNS,

— PETITIONER

(Your Name)

vs.

AMERICAN GENERAL LIFE &
ACCIDENT INS. CO. (AIG) et al.

— RESPONDENT(S)

ON PETITION FOR A WRIT OF CERTIORARI TO

UNITED STATES COURT OF EASTERN DISTRICT OF CALIFORNIA

(NAME OF COURT THAT LAST RULED ON MERITS OF YOUR CASE)

PETITION FOR WRIT OF CERTIORARI

KEYRON LAMONTE BINNS, #E94600

(Your Name)

FOLSOM STATE PRISON

P.O. BOX 950

(Address)

FOLSOM, CA. 95763

(City, State, Zip Code)

(Phone Number)

QUESTION(S) PRESENTED

- 1.) DID U.S. EASTERN DISTRICT COURT ERRED BY UTILIZING EXTRINSIC EVIDENCE TO DENY THE PLAINTIFF'S COMPLAINT WITH PREJUDICE, ALTHOUGH THAT COURT FAILED TO POINT OUT ANY AMBIGUITY INSIDE OF THE INSURANCE CONTRACT? (AFTER AMOUNT-IN-CONTROVERSARY HAD BEEN SATISFIED)
- 2.) IF THE U.S. EASTERN DISTRICT COURT WERE CORRECT IN THE REVERSING OF ITS RULING "AMOUNT IN CONTROVERSY HAVE BEEN SATISFIED" (DIVERSITY JURISDICTION), DID THE U.S. EASTERN DISTRICT COURT ABUSED ITS DISCRETION IN NOT ALLOWING THE PLAINTIFF'S TO AMEND THE COMPLAINT, UPON THE JURISDICTIONAL QUESTION BEING REVERSED?
- 3.) DID THE U.S. EASTERN DISTRICT COURT JUDGE TROY L. NUNLEY ABUSED HIS DISCRETION, BY THE FAILURE TO ADDRESS WHEHTER THE U.S. MAGISTRATE KENDALL J. NEWMAN ERRED IN THE USE OF EXTRINSIC EVIDENCE IN HIS REVERSAL OF THE PLAINTIFFS JURISDICTIONAL STANDING? (UNAMBIGUOUS CONTRACT!)
- 4.) DID THE U.S. EASTERN DISTRICT COURT FAILED TO FOLLOW THE ORDINARY PRINCIPALES OF CONTRACT LAW, AND STARE DECISIS HOLDING IN M & G POLYMERS USA, LLC v. TACKETT?
- 5.) DID PLAINTIFF'S "MERITS" OF THE 3% INTEREST ACCURED FOR NOW 69 YEARS, AND TWO NONFORFEITURE BENEFIT'S (FOR A POLICY'S WITHOUT INDEBTEDNESS) VALUE'S WERE OVERLAPPING WITH THE COURT'S ASSESMENT OF DIVERSITY JURISDICTION? (CREATING INTERTWINE JURISDICTION?)

LIST OF PARTIES

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

[X] 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:

- | | | |
|------|-----------|---------------------------------------|
| 2.) | DEFENDANT | #2 CANDY JOHNSON |
| 3.) | " | #3 SHARITA DOUGLAS-LANE |
| 4.) | " | #4 ROSALINDA BUSH |
| 5.) | " | #5 ADRIENE WHITFIELD-SWINTON |
| 6.) | " | #6 BRIAN DUPERREULT |
| 7.) | " | #7 MARIA DAY |
| 8.) | " | #8 CALIFORNIA DEPARTMENT OF INSURANCE |
| 9.) | " | #9 DAVE JONES |
| 10.) | " | #10 CYTHIA URENA |

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LASER & PHOTO COPY OF LIFE INSURANCE CONTRACT #5433839134

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 CALIFORNIA CODE OF CIVIL PROCEDURES §1858
 28 U.S.C. §1332 (DIVERSITY JURISDICTION)
 42 U.S.C. §1981, §1982, §1983, and §1985

OTHER

IN THE
SUPREME COURT OF THE UNITED STATES
PETITION FOR WRIT OF CERTIORARI

Petitioner respectfully prays that a writ of certiorari issue to review the judgment below.

OPINIONS BELOW

☒ For cases from **federal courts**:

The opinion of the United States court of appeals appears at Appendix "E" to the petition and is

☐ reported at _____; or,
☐ has been designated for publication but is not yet reported; or,
☒ is unpublished.

The opinion of the United States district court appears at Appendix "F" to the petition and is

☐ reported at _____; or,
☐ has been designated for publication but is not yet reported; or,
☒ is unpublished.

☐ For cases from **state courts**:

The opinion of the highest state court to review the merits appears at Appendix _____ to the petition and is

☐ reported at _____; or,
☐ has been designated for publication but is not yet reported; or,
☐ is unpublished.

The opinion of the _____ court appears at Appendix _____ to the petition and is

☐ reported at _____; or,
☐ has been designated for publication but is not yet reported; or,
☐ is unpublished.

JURISDICTION

☒ For cases from **federal courts**:

The date on which the United States Court of Appeals decided my case was _____.

☐ No petition for rehearing was timely filed in my case.

☒ A timely petition for rehearing was denied by the United States Court of Appeals on the following date: _____, and a copy of the order denying rehearing appears at Appendix _____.

☐ An extension of time to file the petition for a writ of certiorari was granted to and including _____ (date) on _____ (date) in Application No. ____ A _____.

The jurisdiction of this Court is invoked under 28 U. S. C. § 1254(1).
28 U.S.C. Sect.'s 1981, 1982, 1983, and 1985.

☐ For cases from **state courts**:

The date on which the highest state court decided my case was _____.
A copy of that decision appears at Appendix _____.

☐ A timely petition for rehearing was thereafter denied on the following date: _____, and a copy of the order denying rehearing appears at Appendix _____.

☐ An extension of time to file the petition for a writ of certiorari was granted to and including _____ (date) on _____ (date) in Application No. ____ A _____.

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

CONSTITUTIONAL AND STATUTORY PROVISIONS INVOLVED

United States Constitution 14th Amendment
United States Constitution 8th Amendment
United States Constitution 7th Amendment
United States Constitution 5th Amendment

STATEMENT OF THE CASE

On June 03, 2020 Plaintiff (Keyron Lamonte Binns CDCR #E94600) filed 1.) CIVIL RIGHTS COMPLAINT, 2.) LASER COPY OF BOTH INSURANCE POLICY #5433839134 & LASER COPY OF THE PREMIUM RECEIPT BOOK TO POLICY, 3.) DECLARATION OF KEYRON L. BINNS, DECLARATION OF SHARIF A. GENTRY SR., 3.) MOTION TO PROCEED IN FORMA PAUPERIS FILED, and 4.) MOTION PURSUANT TO FRAP 26 FILING OF THE INSURANCE POLICY #5433839134 with COMPLAINT.

On June 18, 2020 ORDER signed by MAGISTRATE JUDGE KENDALL J. NEWMAN GRANTING PLAINTIFF'S REQUEST TO PROCEED IN FORMA PAUPERIS; DIMISSING PLAINTIFF'S COMPLAINT FOR LACK OF SUBJECT MATTER JURISDICTION, DECLINING SUPPLEMENTAL JURISDICTION, DECLINING SUPPLEMENTAL JURISDICTION; PLAINTIFF'S IS GRANTED LEAVE TO AMEND, AND SHALL FILE WITH THE COURT WITHIN 21 DAYS, EITHER: A FIRST AMENDED COMPLAINT (INCORRECT JURISDICTION); OR A VOLUNTARY DISMISSAL UNDER FEDERAL RULE CIVIL PROCEDURE 41(a).

On July 31, 2020 Plaintiff's files the FIRST AMENDED COMPLAINT UNDER COMPLETE DIVERSITY JURISDICTION; REQUEST FOR COUNSEL; REQUEST FOR SUMMONS; MOTION TO AMEND THE COMPLAINT.

On Aug. 05, 2020 the Magistrate Judge Kendall J. Newman GRANTED THE COMPLETE DIVERSITY JURISDICTION "Complaint satisfied the amount-in-controversy, and so the undersigned Ordered it to be served."

On March 26, 2021 Defendant's (AIG) Filed a Motion to Dismiss. Plaintiff's on May 04, 2021 Filed an Opposition to the Motion to Dismiss.

Magistrate Judge Kendall J. Newman files the FINDINGS and RECOMMENDATION, now REVERSING his initial ruling from a "Facially sufficient amount-in-controversy," to a "Factual Findings using EXTRINSIC EVIDENCE. The Magistrate Judge Kendall J. Newman never declared on word/phrase inside the Insurance Contract ambiguous.
Type text here

On August , 2021 Plaintiff's file APPELLANT'S INFORMAL OPENING BRIEF.

On Aug. , 2022 Plaintiff's files APPELLANT'S INFORMAL REPLY BRIEF.

The U.S. Court of Appeals, for the Ninth Circuit Denied Plaintiff's under a LEGAL CERTAINTY THEORY on Aug. 10, 2023 (Binns v. Am. Gen. life, 2023 U.S. App. LEXIS 20793), did not address any Questions/Claims raised inside of the Appeal.

Aug. 29, 2023 Plaintiff's files PETITION FOR REHEARING & EN BANC HEARING on Aug, 29, 2023

On Oct. 23, 2023 the U.S. Court of Appeals for the Ninth Circuit denied Plaintiff's Rehearing and En Banc Hearing.
Type text here

REASONS FOR GRANTING THE PETITION

- 1.) **DID U.S. EASTERN DISTRICT COURT ERRED BY UTILIZING EXTRINSIC EVIDENCE TO DENY THE PLAINTIFF'S COMPLAINT WITH PREJUDICE, ALTHOUGH THAT COURT FAILED TO POINT OUT ANY AMBIGUITY INSIDE OF THE INSURANCE CONTRACT? (AFTER AMOUNT-IN-CONTROVERSARY HAD BEEN SATISFIED)**

On June 03, 2020 Plaintiff's files a 42 U.S.C. 1983 (CIVIL COMPLAINT) under McGee v. International Life Insurance Company, 355 U.S. 220, 78 S. Ct. 199, 2 L. Ed. 2d 223, which indicates only a **State Jurisdiction**, which the U.S. Magistrate Judge Kendall J. Newman on June 18, 2020 filed a Dismissal of Plaintiff's complaint for lack of subject matter jurisdiction, DECLINING supplemental jurisdiction over State law claims. The Magistrate Judge Kendall J. Newman GRANTED Plaintiff's one of two options:

- 1.) Plaintiff is Granted leave to amend, and shall file with the court, within 21 days, either: A FIRST AMENDED COMPLAINT;
- 2.) Or a Notice of Voluntary Dismissal under Federal Rule of Civil Proc. 41(a).

Plaintiff's on July 31, 2020 takes **option one (1)** to file:

- 1.) REQUEST FOR COMPLETE DIVERSITY JURISDICTION by Keyron L. Binns;
- 2.) MOTION to FILE FIRST AMENDED COMPLAINT by Keyron L. Binns;
- 3.) FIRST AMENDED COMPLAINT against All Defendant's by Keyron L. Binns. (See ECF #10, #11, #12, & 13)

The Magistrate Judge Kendall J. Newman on August 05, 2020 GRANTED Plaintiff's Diversity Citizenship Jurisdiction: stating that **"Facially, the complaint satisfied amount-in-controversy, and so the undersigned ordered it to be served."** (See Magistrate Judge's Findings and Recommendation Ancillary Order pg. 4, lines 7-11; ECF No. 14) On July 14, 2021 the Magistrate Judge Kendall J. Newman inside of the **Findings & Recommendations** used **extrinsic evidence** to now reverse his GRANTING of Diversity Citizenship Jurisdictional Findings to Plaintiff's. See Mollan v. Torrance, 22 U.S. 537 6 L. Ed. 154 (1824)

Plaintiff's on around about August 23, 2021 files Objection to the Magistrate's Findings & Recommendations, arguing that "**not**" one (1) word within the **four corners of the Insurance Contract** were pointed out as being ambiguous, therefore the four corners of the Insurance Contract were **unambiguously construed** by the Defendant's (AIG). (See Reply by American General Life and Accident Insurance Company, Brain Duperreault re 47 Objections to Findings and Recommendation 45-46 page 2; ECF 48-49) Northern Assurance Co. v. Grand View Bldg. Ass., (Jan 6, 1902) 183 U.S. 308, 330-333; M&G Polymers USA, LLC v. Tackett, 574 U.S. 427, 428-444 (Jan. 26, 2015); Richardson v. Hardwick, (Nov. 27, 1882) 106 U.S. 252, 254; also see Sherman v. Mutual Ben. Life Ins. Co., 633 F. 2d 782 (1980); Caliber One Indem. Co. v. Wade Cook Fin. Corp., 491 F. 3d 1079 (2007); Brobeck, Phleger & Harrison v Tex. Corp., 602 F. 2d 866, 871 (9th Cir. 1979); The Honorable Senior Circuit Judge's Clifford Wallace, Diarmuid F. O'Scannlain, and Ferdinand F. Fernandez **failed to address** any **Question's/Claim's** Plaintiff's raised/filed inside of both the **APPELLANT'S INFORMAL OPENING BRIEF** and **APPELLANT'S INFORMAL REPLY BRIEF**, An insurance contract is ambiguous if the Court finds that the language is susceptible to different interpretation. Fu-Kong Tzung v. State Farm Fire & Casualty Co., 873 F. 2d 1338, 1340. Plaintiff's also presented all **Claims/Questions** before the REHEARING and EN BANC HEARING (F.R.A.P. Rule's 40 & 35) 9th Circuit Court of Appeals. The Magistrate Judge Kendall J. Newman failed to give Plaintiff's the ability to amend once again, if the Magistrate's Judge ruling after GRANTING Diversity Citizenship Jurisdiction was in error, he failed to give the Plaintiff's a reasonable opportunity to amend (File a Second Amended Complaint). Can **Money** (\$55.00 Weekly Premiums) have an ambiguous meaning, under Contracts Law? Therefore the U.S. Eastern District Court ousted its Jurisdictional finding, without any Justification. See Mollan v. Torrance, 22 U.S. 537 6 L. Ed. 154 (1824); Narra v. Skyhop Techs. Inc., 2023 U.S. Dist. LEXIS 209495 (November 22, 2023).

2.) **IF THE U.S. EASTERN DISTRICT COURT WERE CORRECT IN THE REVERSING OF ITS RULING “AMOUNT IN CONTROVERSY HAVE BEEN SATISFIED” (DIVERSITY JURISDICTION), DID THE U.S. EASTERN DISTRICT COURT ABUSED ITS DISCRETION IN NOT ALLOWING THE PLAINTIFF’S TO AMEND THE COMPLAINT, UPON THE JURISDICTIONAL QUESTION BEING REVERSED?**

In the Plaintiff’s case at bar, the Complaint were filed June 03, 2020 under McGee v. International Life Insurance Company, 355 U.S. 220, 78 S. Ct. 199, 2 L. Ed. 2d 223 (State Jurisdiction).

The Magistrate Judge Kendall J. Newman GRANTED Plaintiff’s one of two options upon filing Motion to Dismiss:

- 1.) Plaintiff is Granted leave to amend, and shall file with the court, within 21 days, either: A FIRST AMENDED COMPLAINT;
- 2.) Or a Notice of Voluntary Dismissal under Federal Rule of Civil Proc. 41(a).

Plaintiff’s on July 31, 2020 takes **option one (1)** to file:

- 1.) Request for Complete Diversity Jurisdiction by Keyron L. Binns;
- 2.) MOTION to FILE FIRST AMENDED COMPLAINT by Keyron L. Binns;
- 3.) FIRST AMENDED COMPLAINT against All Defendant’s by Keyron L. Binns. (See ECF #10, #11, #12, & 13)

The Magistrate Judge Kendall J. Newman on August 05, 2020 GRANTED Plaintiff’s Diversity Citizenship Jurisdiction: **“Facially, the complaint satisfied amount-in-controversy, and so the undersigned ordered it to be served.”** (See Magistrate Judge’s Findings and

Recommendation Ancillary Order pg. 4, lines 7-11; ECF No. 14) On July 14, 2021 the Magistrate Judge Kendall J. Newman inside of the **Findings & Recommendations** used **extrinsic evidence** to now **reverse** his **GRANTING** of Diversity Citizenship Jurisdictional Findings to Plaintiff’s. The United States Eastern District Court ousted the Jurisdictional finding of August 05, 2020, by utilizing immaterial **extrinsic evidence**, where “no” party to the law suit

ever claimed any ambiguity inside of the Insurance agreement (#5433839134). See Id. 22 U.S. 537, (March 10, 1824); Bell Atl. Corp. v. Twombly, 550 U.S. 544.

The U.S. Eastern District Court erred/abused its discretion in “not” allowing the Plaintiff’s to amend the Complaint, after the Court reversed its ruling with the use of **extrinsic evidence**, and **Denied with Prejudice** the Complaint.

3.) DID THE U.S. EASTERN DISTRICT COURT JUDGE TROY L. NUNLEY ABUSED HIS DISCRETION, BY THE FAILURE TO ADDRESS WHEHTER THE U.S. MAGISTRATE KENDALL J. NEWMAN ERRED IN THE USE OF EXTRINSIC EVIDENCE IN HIS REVERSAL OF PLAINTIFFS JURISDICTIONAL STANDING? (UNAMBIGUOUS CONTRACT!)

In Caliber One Indem. Co. v. Wade Cook Fin. Corp., Honorable Judge Clifford Wallace held, because nothing within that definition or contract considered as a whole explains what figure serves as the basis for the 5% calculation. 491 F. 3d 1079, 1084 (June 22, 2007) However in the Appellate Case at bar, Judge TROY L. NUNLEY failed to both acknowledge two vital components (**Ordinary & Popular Sense**) that Plaintiff’s Insurance Contracts possess:

“All **values** and **net premiums** hereunder are based on the 1941 Standard Mortality Table with **interest at three per cent per year**, on the assumption that the deaths of each policy year occur at the end thereof. **Net single premiums** as of any given date are those applicable at the **Insured’s** then attained age, which is the **Age at Issue** plus the period elapsed since the **Date of Issue**.” (LASER INSURANCE CONTRACT pg. 2, last paragraph)

- 1.) **“TABLE OF NONFORFEITURE BENEFITS”** (FOR A POLICY WITHOUT **INDEBTEDNESS** FOR WHICH THE AMOUNT OF INSURANCE IS \$100*)
- 2.) *To obtain any **value** for this **policy**, the appropriate **value** above is increased proportionately; for example if the **maximum Amount of Insurance is \$500**, the **value is multiplied by 5**.† (LASER INSURANCE CONTRACT pg, 3)
- 3.) †Provided premium payments have been made for stated period. Values required which are intermediate between those shown shall be determined by interpolation. Values required for policy years subsequent to the twentieth year will be furnished upon written request.

- 4.) §Values in bold face are **Pure Endowments**.
5.) **METHOD OF COMPUTATION** (LASER INSURANCE CONTRACT pg. 3 very bottom of the page.)

Now the above values inside of the Insurance Contract were never **vetted** by either the U.S. Eastern District Court & U.S. Court of Appeals for the Ninth Circuit, in order to reach their Decision as to whether the **AMOUNT-IN-CONTROVERSARY HAD BEEN SATISFIED**. The admissibility of **extrinsic evidence** under California law is determined according to the rules outlined in Brobeck, Phleger & Harrison v. Telex Corp., 602 F. 2d 866 (9th Cir. July 5, 1979) The U.S. Eastern District Court erred against the general rule of law that a contract in writing cannot be varied or altered by parol evidence/testimony. See Northern Assurance Co. v. Grand View Bldg. Assos. (Jan. 6, 1902) 183 U.S. 308, 330-333; Richardson v. Hardwick, (Nov. 27, 1882) 106 U.S. 252, 254; Mollan v. Torrance, 22 U.S. 537 6 L. Ed. 154 (1824);

4.) **DID THE U.S. EASTERN DISTRICT COURT FAILED TO FOLLOW THE ORDINARY PRINCIPLES OF CONTRACT LAW, AND STARE DECISIS HOLDING IN M & G POLYMERS USA, LLC v. TACKETT?**

The U.S. Eastern District Court abused its discretion for “failure” fully **vetting the Insurance Contract values**, the U.S. Magistrate Judge Kendall J. Newman first acknowledge these genuine issues of material dispute exist:

“Binns believed that in 1954 his grandmother paid **\$220.00** up-front payment on the Policy, plus weekly premium of **\$55.00** over twenty (20) years for a policy **with 3% Interest accrued**.” “AGL’s position was that Daw paid **\$28.60 per year**, or **0.55¢ per week**, from 1954-1974, for a **\$1000.00** benefit **with “no” accrued Interest**.” (ECF No. 42, pg. 2 line 16-20) [Two separate options!]

Neither the U.S. Eastern District Court nor the U.S. Court of Appeals for the Ninth Circuit **never** tried to **resolve these values** of the **3% Interest** question, as well as whether the two (2) **Nonforfeiture Benefits** (for a Policy **without Indebtedness** for which the Amount of Insurance is **\$100.00***) applied. (See LASER POLICY pgs. 2 last paragraph, and all of pg. 3) The extrinsic evidence used by the U.S. Eastern District Court Magistrate Judge Kendall J. Newman directly

contradicted the weekly premiums of \$55.00 articulated under the Insurance Contract, plus the U.S. Court of Appeals for the Ninth Circuit assessment of an \$1000.00 Legally Certain Theory, directly circumvented Plaintiff's entire Appeal, and not supported by either:

- 1.) The whole of a contract is to be taken together, so as to give effect to every part, If reasonable practicable, each clause helping to interpret the other. (California Civil Code §1641)
- 2.) The words of a contract are to be understood in their ordinary and Popular sense, rather than according to their strict legal meanings; unless used by the parties in a technical sense; or unless a special meaning is given to them by usage, in which case the latter must be followed. (California Civil Code §1644)

In Caliber One Indem. Co. v, Wade Cook Fin, Corp., Honorable Judge Clifford Wallace held, because nothing within that definition or contract considered as a whole explains what figure serves as the basis for the 5% calculation. 491 F. 3d 1079, 1084 (June 22, 2007) However in the Appellate Case at bar, Judge TROY NUNLEY failed to both acknowledge two vital components (Ordinary & Popular Sense) that Plaintiff's Insurance Contracts possess:

- 1.) "All values and net premiums hereunder are based on the 1941 Standard Mortality Table with interest at three per cent per year, on the assumption that the deaths of each policy year occur at the end thereof. Net single premiums as of any given date are those applicable at the Insured's then attained age, which is the Age at Issue plus the period elapsed since the Date of Issue." (LASER INSURANCE CONTRACT pg. 2, last paragraph)
- 2.) "TABLE OF NONFORFEITURE BENEFITS" (FOR A POLICY WITHOUT INDEBTEDNESS FOR WHICH THE AMOUNT OF INSURANCE IS \$100*)
- 3.) *To obtain any value for this policy, the appropriate value above is increased proportionately; for example if the Maximum Amount of Insurance

is **\$500, the value is multiplied by 5.**† (LASER INSURANCE CONTRACT pg. 3)

4.)† Provided premium payments have been made for stated period. Values required which are intermediate between those shown shall be determined by interpolation. Values required for policy years subsequent to the twentieth year will be furnished upon written request.

5.) § Values in bold face are Pure Endowments.

Now the above values inside of the Insurance Contract were never vetted by either the U.S. Eastern District Court & U.S. Court of Appeals for the Ninth Circuit, in order to reach their Decision as to whether the AMOUNT-IN-CONTROVERSARY HAD BEEN SATISFIED. The admissibility of extrinsic evidence under California law is determined according to the rules outlined in *Brobeck, Phleger & Harrison v. Telex Corp.*, 602 F. 2d 866 (9th Cir. July 5, 1979) The U.S. Eastern District Court erred against the general rule of law that a contract in writing cannot be varied or altered by parol evidence/testimony. See Northern Assurance Co. v. Grand View Bldg. Ass., (Jan. 6, 1902) 183 U.S. 308, 330-333; *Richardson v. Hardwick*, (Nov. 27, 1882) 106 U.S. 252, 254;

The Eastern District Court simply circumvented page 3 at the bottom, unambiguously articulates **METHOD OF COMPUTATION**, which unambiguously speak to the **terminal value** of the **this policy**, and ignored ordinary principles of contract law. See *Tackett*, 574 U.S. 427, (Jan. 26, 2015) The Honorable Justice Ginsburg **Concurrence (Unanimous Decision)** stated as follows: (Honorable Justice's Breyer, Sotomayor, and Kagan join concurring)

Today's decision rightly holds that courts must apply ordinary contract principles, shorn of presumptions, to determine whether retiree health-care benefits survive the expiration of a collective-bargaining agreement. Under the "cardinal principle" of contract interpretation, "the intention of the parties, to be gathered from the whole instrument, must prevail."

To determine what the contracting parties intended, a court must examine the entire agreement in light of relevant industry-specific "customs, practices, usages, and terminology." When the intent of the parties is unambiguously

expressed in the contract, that expression controls, and the court's inquiry should proceed no further. 11 R. Lord Williston on Contracts §30:2, p. 27; Id., §30:4, at 55-58; §30:6, at 98-104. But when the contract is ambiguous, A court may consider extrinsic evidence to determine the intentions of the of the parties .Id. §30:7, at 116-124.

“Where the words of a contract in writing are clear and unambiguous, its meaning is to be ascertained in accordance with its plainly expressed intent.” Tackett, 574 U.S. 427, 435 (2015) Can **Money** (\$55.00 Weekly Premiums) have an ambiguous meaning, under Contracts Law?

Plaintiff's Insurance Endowment Contract has three components:

none of which were pointed out/could be considered as ambiguous.

5.) DID PLAINTIFF'S "MERITS" OF THE 3% INTEREST ACCURED FOR NOW 69 YEARS, AND TWO NONFORFEITURE BENEFIT'S (FOR A POLICY'S WITHOUT INDEBTEDNESS) VALUE'S WERE OVERLAPPING WITH THE COURT'S ASSESMENT OF DIVERSITY JURISDICTION? (CREATING INTERTWINE JURISDICTION?)

The question of jurisdiction and the merits of an action are intertwined where ‘a statute provides the basis for both the subject matter jurisdiction of the federal court and the plaintiff's substantive claim for relief. Safe Air for Everyone v. Meyers, 373 F. 3d 1035, 1039; ACEVEDO v. C & S PLAZA LLC, 373 F. 3d at 1040, n. 4, 2021 U.S. App. LEXIS 31839.

The U.S. Supreme Court in CNH Indus. N.V. v. Reese held that “the agreement at issue to all benefits, no provision specified that health care benefits were subject to a different durational clause, and the only reasonable interpretation of the agreement was that health care benefits employees and their dependents were provided under the agreement expired when the agreement expired in May 2004. 138 S. Ct. 761, (Feb. 20, 2018) [Per curiam decision] also see M & G Polymers USA, LLC v. Tackett, 574 U.S. 427, 135 S. Ct. 926 (Nov. 10, 2014) [Unanimous

Decision; 1 concurrence]. In the Plaintiff's case at bar, "no" provision specified in the Laser Insurance Contract (#5433839134) demonstrates that the **three (3%) per cent Interest** were subject to a different durational meaning other than ordinary principles of contract law: (Laser Insurance Contract **page 2, last paragraph at bottom**)

- 1.) "All values and net premiums hereunder";
- 2.) "with interest at three percent per year";
- 3.) "on the assumption that the deaths of each policy year occur at the end thereof.";
- 4.) "Net single premiums as of any given **date are those applicable at the Insured's then attained age**"
- 5.) "which is the Age at Issue plus the period elapsed since the Date at Issue."

The United States Supreme Court Justice Ginsburg held inside of TACKETT:

"To determine what the contracting parties intended, a court must Examine the entire agreement in light of relevant industry-specific "customs, practice, usages, and terminology," 11 R. Lord Williston on Contracts §30:4, at 55-58. When the intent of the parties is unambiguously expressed in the contract, that expression controls, and the court's inquiry should proceed no further." Id. §30:6, at 98-104.

Now in the Plaintiff's Case a bar, the U.S. Eastern District Court held that the were genuine Issue of Material disputed Trial Issue's:

"Binns believed that in 1954 his grandmother paid **\$220.00** up-front payment on the Policy, plus weekly premium of **\$55.00** over twenty (20) years for a policy with 3% Interest accrued." "AGL's position was that Daw paid **\$28.60 per year, or 0.55¢ per week**, from 1954-1974, for a **\$1000.00** benefit with "no" accrued Interest." (ECF No. 42, pg. 2 line 16-20)

California has adopted its own ordinary principles of contract law as follows:

California Civil Code §1641 reads as follows:

The whole of a contract is to be taken together, so as to give effect to Every part, If reasonable practicable, each clause helping to interpret the other.

California Civil Code §1644 reads as follows:

The words of a contract are to be understood in their ordinary and Popular sense, rather than according to their strict legal meaning; unless used by the parties in a technical sense; or unless a special meaning is given to them by usage, in which case the latter must be followed.

In Mollan v. Torrance the U.S. Supreme Court held its jurisdiction depended upon the state of things at the time the action was brought, and once jurisdiction vested, it could not be ousted by subsequent events. 22 U.S. 537, 6 L. Ed 154 (March 10, 1824) In the Plaintiff's case at bar, the U.S. Eastern District Court's Magistrate Judge Kendall J. Newman acknowledged but never attempted to resolve this question on page 2, last Paragraph at the bottom reveal Three (3%) per cent Interest is accrued, or not? The Defendant's (AIG) stance openly admitted the the Insurance Contract were unambiguous, therefore the Court could dismiss the Complaint.

Therefore the United States Eastern District Court gave up the right's to address the Merits of the Civil Complaint, plus failed to vet the Insurance Contract for the following **values**:

"Binns believed that in 1954 his grandmother paid **\$220.00** up-front payment on the Policy, plus weekly premium of **\$55.00** over twenty (20) years for a policy **with 3% Interest accrued.**" "AGL's position was that Daw paid **\$28.60 per year, or 0.55¢ per week**, from 1954-1974, for a **\$1000.00** benefit **with "no" accrued Interest.**" (ECF No. 42, pg. 2 line 16-20)

- 1.) **NET SINGLE PREMIUM;**
- 2.) **THREE PER CENT PER YEAR (3%)** (Age at Issue & Date of Issue; LASER POLICY page 2 last paragraph & page 4)
- 3.) **NONFORFEITURE BENEFITS (FOR A POLICY WITHOUT INDEBTEDNESS FOR WHICH THE AMOUNT OF INSURANCE IS \$100*)** for example if the maximum Amount of Insurance is **\$500**, the **value** is multiplied by **5**. (LASER POLICY page 3 entire page.)

See Mollan v. Torrance, 22 U.S. 537 6 L. Ed. 154 (1824)

Narra v. Skyhop Techs. Inc., 2023 U.S. Dist. LEXIS 209495 (November 22, 2023)

All persons within the jurisdiction of the United States shall have the same right in every State and Territory to make and enforce contracts, to sue, be parties, give evidence, and to the full and equal benefit of all laws and proceedings for the security of person and property as is enjoyed by white citizens, and shall be subject to like punishment, taxes, licenses, and exactions of every kind, and to no other. (See 42 U.S.C. 1981 – Equal rights under the law)

All citizens of the United States shall have same right, in every State and Territory, as is enjoyed by white citizen thereof to inherit, purchase, lease, sell, hold, and convey real and personal property. (42 U.S.C. 1982 – Property Rights of Citizens)

A handwritten signature in black ink, appearing to read "Kyr D. E.", located in the bottom right corner of the page.

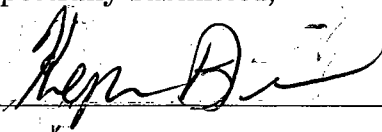
- 1.) Plaintiff's Prays this Court Grant to Hear this Case;
- 2.) Hold an Evidentiary Hearing as to the Jurisdictional Question's involved within this Case;
- 3.) Reverse the U.S. Court of Appeals for the Ninth Circuit, remand the Case back down with Instructions;
- 4.) Grant any Relief that this Court deems necessary;
- 5.) Appoint Counsel to Represent the Plaintiff's;
- 6.) Grant Plaintiff's the right to proceed to Trial.

CONCLUSION

The petition for a writ of certiorari should be granted.

Respectfully submitted,

XX



Date: Feb. 11, 2024