evidence to support Triton was withdrawing the cottage from the rental market.[2]

We similarly reject defendants' argument that Triton's service of the 60-day notice of termination did not comply with the Act. (§ 1946.2, subd. (a) (1).) Notices terminating tenancies must "be given in the manner prescribed in Section 1162 of the Code of Civil Procedure or by sending a copy by certified or registered mail addressed to the other party." (§ 1946.) Relevant here, if "a person of suitable age or discretion there can not be found" at the tenants' place of residence or usual place of business, notice can be served "by affixing a copy in a conspicuous place on the property, and also delivering a copy to a person there residing, *if such person can be found*; and also sending a copy through the mail addressed to the tenant at the place where the property is situated." (Code Civ. Proc., § 1162, subd. (a)(3), italics added.)

As a preliminary matter, we reject defendants' assertion Triton sent the notice of termination three weeks after eviction proceedings commenced. Triton

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[2] There is no showing Triton engaged in bad faith – falsely representing it was going to begin construction in retaliation. Thus, defendants' argument the unclean hands doctrine bars its possession of the cottage is meritless. (*Salas v. Sierra Chemical Co.* (2014) 59 Cal.4th 407, 432 ["equitable doctrine of unclean hands applies when a plaintiff has acted unconscionably, in bad faith, or inequitably"].) There is also no indication Triton acted in bad faith by noting it could terminate the lease due to Clark residing at the cottage despite not being named in the lease agreement; her residence violated the lease agreement. And in any event, the notice of termination did not justify terminating the lease on Clark's unauthorized residence.

posted and mailed the notice to defendants January 26, 2021. It filed the unlawful detainer action on March 30, 2021. Moreover, defendants are not entitled to assert Triton improperly served the notice of termination - Clark frustrated the process server's attempt at personal service. (*Crescendo Corp. v. Shelted, Inc.* (1968) 267 Cal.App.2d 209, 213.) Upon seeing the process server at the cottage, Clark walked out of the front room and did not respond when he knocked on the door or called defendants' names. There was no indication George was present. By posting the notice on the cottage front door, the process server ensured defendants would see the notice upon entering - a conspicuous place. (Code Civ. Proc., § 1162, subd. (a)(3).) In these circumstances, Triton properly served defendants by posting and mailing the notice. (*Crescendo Corp.*, at p. 212 [where individual refuses service," 'the service may be made by merely depositing the process in some appropriate place where it would be most likely to come to the attention of the person being served' "].) The process server also mailed the notice to defendants' residence. Indeed, defendants acknowledged in a federal complaint they received the notice of termination. Because defendants were properly served, Triton's judgment for possession is proper. (*Liebovich v. Shahrokhkhany* (1997) 56 Cal.App.4th 511, 513.)

Finally, we reject defendants' argument they were not properly served with the summons and complaint because Triton failed to file a proof of service. Even assuming service was improper, defendants waived any irregularity by making a general appearance. "A general appearance by a party is equivalent to

personal service of summons on such party" and cures any defects in service. (Code Civ. Proc., § 410.50, subd. (a); *Fireman's Fund Ins. Co. v. Sparks Construction, Inc.* (2004) 114 Cal.App.4th 1135, 1145.) Indeed, a general appearance, such as contesting the merits by filing a demurrer or answer, can compensate "for a complete failure to serve a summons." (*Sparks Construction, Inc.*, at p. 1145; 366-386 *Geary St., L.P. v. Superior Court* (1990) 219 Cal.App.3d 1186, 1193-1194; Code Civ. Proc., § 1014.) Defendants filed both here. Defendants forfeited any objection to defective service. (*Sparks*, at p. 1148.)

We do not address defendants' passing statement that Triton failed to provide timely written notice of their rights under the Act – that notice was provided on January 22, 2021. (§ 1946.2, subd. (f).)[3] Aside from stating the notice was untimely, defendants proffer no argument that late compliance with this provision requires reversing the judgment, thus forfeiting the

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[3] For tenancies existing prior to July 1, 2020, as here, owners of residential real property must provide "written notice to the tenant no later than August 1, 2020," of specific information articulated by the statute. (§ 1946.2, subd. (f)(2)(A).) The notice must be in no less than 12-point type and include specific language identifying a landlord's obligations when terminating a tenancy. (*Id.*, (f)(3).) The requisite notice language is as follows: "California law limits the amount your rent can be increased. See Section 1947.12 of the Civil Code for more information. California law also provides that after all of the tenants have continuously and lawfully occupied the property for 12 months or more or at least one of the tenants has continuously and lawfully occupied the property for 24 months or more, a landlord must provide a statement of cause in any notice to terminate a tenancy. See Section 1946.2 of the Civil Code for more information." (*Ibid.*)

issue. (*Benach v. County of Los Angeles* (2007) 149 Cal.App.4th 836, 852 ["It is not our place to construct theories or arguments to undermine the judgment .... When an appellant fails to raise a point, or asserts it but fails to support it with reasoned argument and citations to authority, we treat the point as waived"].) Though we are sympathetic to the fact defendants are representing themselves without the benefit of an attorney, we treat self-represented litigants as we would any other party or attorney. (*Nwosu v. Uba* (2004) 122 Cal.App.4th 1229, 1246-1247.)

III.

Defendants contend the trial court improperly excluded evidence – a declaration by Triton's process server – and rejected their proposed jury instructions – CACI No. 321 regarding conditions precedent, and elements of CACI No. 4307 regarding sufficiency and service of notice of termination of a month-to-month tenancy. [4] They also argue the court improperly instructed the jury regarding personal service. Examining the specifics of defendants' argument is unnecessary because they make no effort to demonstrate the asserted errors were prejudicial.

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[4] We reject defendants' requests for judicial notice of their proposed jury instructions, CACI Nos. 321 and 4307, an exhibit list, since they do not bear on our analysis. (*Arce v. Kaiser Foundation Health Plan, Inc.* (2010) 181 Cal.App.4th 471, 482.) We also reject defendants' request for judicial notice of statutory authorities and rules of professional conduct that are already subject to mandatory judicial notice. (Evid. Code, § 451, subds. (a), (c).)

Evidentiary error is only grounds for reversal if the party "demonstrates a miscarriage of justice, that is, that a different result would have been probable had the error not occurred." (*Major v. R.J. Reynolds Tobacco Co.* (2017) 14 Cal.App.5th 1179, 1202; Cal. Const., art. VI, § 13; Evid. Code, § 354.) In their reply brief, defendants argue for the first time on appeal that admitting the process server's declaration would have clarified issues of serving the notice of termination and demonstrated the process server perjured himself. Leaving aside this belated attempt to substantively address the evidentiary ruling, this contention fails to explain whether, based on an examination of the record, a different verdict would have been probable if that declaration had been admitted into evidence. (*Shade Foods, Inc. v. Innovative Products Sales & Marketing, Inc.* (2000) 78 Cal.App.4th 847, 894-895, fn. 10 [absent good reason, courts generally do not consider arguments raised for the first time in an appellant's reply brief].) Defendants have not satisfied their burden of demonstrating reversible error. (*Zhou v. Unisource Worldwide* (2007) 157 Cal.App.4th 1471, 1480 [party claiming error must demonstrate prejudice, it is not presumed].)

Defendants' challenges to the jury instructions fail for the same reason. The erroneous refusal to give a jury instruction or omit an instruction does not mandate reversal. (*Soule v. General Motors Corp.* (1994) 8 Cal.4th 548, 580.) Like evidentiary ruling errors, instructional error must be prejudicial, " 'where it seems probable' that the error 'prejudicially affected the verdict' " – a determination that "depends

heavily on the particular nature of the error, including its natural and probable effect on a party's ability to place his full case before the jury." (*Ibid.*) In addition, "[a]ctual prejudice must be assessed in the context of the individual trial record," considering "(1) the state of the evidence, (2) the effect of other instructions, (3) the effect of counsel's arguments, and (4) any indications by the jury itself that it was misled." (*Id.* at pp. 580-581.)

We have no duty to examine the record here – defendants fail to address the *Soule* factors or explain how any instructional error resulted in a miscarriage of justice. (*Paterno v. State of California* (1999) 74 Cal.App.4th 68, 106.) Their conclusory statement that the instructions given were prejudicial does not satisfy this burden. (*Adams v. MHC Colony Park, L.P.* (2014) 224 Cal.App.4th 601, 615.)

IV.

Defendants contend the trial court abused its discretion by denying a continuance. (*Foster v. Civil Service Com.* (1983) 142 Cal.App.3d 444, 448 [standard of review for granting and denying continuances].) We disagree.

On November 4, 2021, defendants filed their unclean hands motion – that Triton may not recover possession of the cottage because it had unclean hands. The same day the jury rendered its verdict in favor of Triton, and it was discharged. The trial court allowed defendants to argue the motion despite its procedural irregularities. George requested a continuance to

allow the attorney who drafted the legal portion of the motion to handle the oral argument. In denying the request, the court explained George was representing himself and had to proceed with the argument. George did not seek substitution of an attorney, and he acknowledged the attorney did not file a notice of appearance.

Defendants have not demonstrated denying the continuance was an abuse of discretion. (*Mahoney v. Southland Mental Health Associates Medical Group* (1990) 223 Cal.App.3d 167, 170.) The record indicates defendants had the benefit of retained counsel until trial, at which point they chose to represent themselves. If defendants wanted an attorney to orally argue their unclean hands motion, they had ample time to make that substitution. (*A.G. v. C.S.* (2016) 246 Cal.App.4th 1269, 1289 [denying continuance to obtain counsel properly denied when party had more than 50 days to do so].)[5] Moreover, the court did not deny defendants the right to be represented. It allowed defendants to represent themselves and denied a continuance when they changed their mind after the jury returned a verdict in favor of Triton. While civil litigants have the right to be represented by retained counsel, that right does not guarantee litigants who are representing

[5] We do not address defendants' argument, under Code of Civil Procedure section 1170.7- allowing a motion for summary judgment to be filed after an answer is filed and upon giving five days' notice - the trial court should have granted a continuance since it appears for the first time in their reply brief, thus forfeiting the issue. (*Shade Foods, Inc. v. Innovative Products Sales & Marketing, Inc.*, supra, 78 Cal.App.4th at pp. 894-895, fn. 10.)

themselves a continuance for the purpose of obtaining counsel. (*Kim v. Orellana* (1983) 145 Cal.App.3d 1024, 1027; *Nelson v. Gaunt* (1981) 125 Cal.App.3d 623, 638-639 [litigants representing themselves held to same rules as an attorney].)

V.

Defendants contend the $62,500 award of damages awarded by the jury is excessive and should be vacated. Defendants waived this argument by failing to raise it in a timely motion for a new trial. (Code Civ. Proc., § 657, subd. (5); *Greenwich S.F., LLC v. Wong* (2010) 190 Cal.App.4th 739, 759.)

In unlawful detainer actions *not* based on nonpayment of rent, a landlord may recover damages that "*result from* the unlawful detention and accrue during that time." (*Vasey v. California Dance Co.* (1977) 70 Cal.App.3d 742, 748.) Landlords are entitled to recover damages calculated by the reasonable value of the use of the premises from the beginning of the unlawful detainer through judgment. (*Lehr v. Crosby* (1981) 123 Cal.App.3d Supp. 1, 9.) If "ascertainment of the amount of damages turns on the credibility of witnesses, conflicting evidence, or other factual questions, the award may not be challenged for inadequacy or excessiveness for the first time on appeal," it must first be made in a motion for a new trial. (*Greenwich S.F., LLC v. Wong, supra,* 190 Cal.App.4th at p. 759.) Trial courts can weigh evidence and assess credibility and are better situated than appellate courts to resolve disputes over damages amounts. (*Ibid.*)

The damages amount here was based on conflicting evidence or other factual questions. The jury was instructed the " 'amount agreed between the parties as rent is evidence of the reasonable rental value of the property, but you may award a greater or lesser amount based on all the evidence presented' at 'trial.' " (CACI No. 4340 [pattern jury instructions for reasonable rental value].) The lease was $5,000 per month or $166.66 per day. But George testified other rental properties in the area were $8,500 per month. To the extent the jury awarded damages based on this higher amount, this was an issue of conflicting evidence presented by both parties regarding the reasonable rental value. (*Greenwich S.F., LLC v. Wong*, *supra*, 190 Cal.App.4th at p. 759.) That issue is not one that we can review in the absence of a motion for a new trial. (*Ibid.*)[6]

DISPOSITION

The judgment is affirmed. Triton is entitled to its costs on appeal.

Rodríguez, J.

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[6] We reject defendants' challenge to the damages award based on Code of Civil Procedure section 1179.03.5, subdivision (a)(3)(B), precluding Triton from recovering COVID-19 rental debt in connection with any award of damages. Rental debt was not an issue in this case, even if the reasonable rental value was the measure of damages. We also reject defendants' belated request in their reply brief for $2.5 million restitution for unjust enrichment damages. (*Shade Foods, Inc. v. Innovative Products Sales & Marketing, Inc.*, *supra*, 78 Cal.App.4th at pp. 894-895, fn. 10.)

WE CONCUR:

Tucher, P. J.

Petrou, J.

APPENDIX B

Court of Appeal, First Appellate District
Charles D. Johnson, Clerk/Executive Officer
Electronically FILED on 9/21/2023 by
G. King, Deputy Clerk

IN THE COURT OF APPEAL OF THE
STATE OF CALIFORNIA
FIRST APPELLATE DISTRICT
DIVISION THREE

TRITON PROPERTY INVESTMENTS, LLC, Plaintiff and Respondent, v. RICHARD GEORGE et al., Defendants and Appellants.	A163973 (San Mateo County Super. Ct. No. 21UDL00115) **ORDER DENYING REHEARING**

THE COURT:

Appellants' (1) petition for rehearing, filed September 6, 2023, (2) motion for restitution on reversal, filed September 6, 2023, and (3) request to modify the opinion, filed August 28, 2023, are denied.

Dated: September 21, 2023 Tucher, P.J.

APPENDIX C

FILED – SAN MATEO COUNTY, NOV – 4 2021
Clerk of the Superior Court

SUPERIOR COURT – COUNTY OF SAN MATEO

STATE OF CALIFORNIA

TRITON PROPERTY INVESTMENTS, LLC, Plaintiff, vs. RICHARD GEORGE et al., Defendants.	NO. 21UDL-00115 **JUDGMENT**

This matter having come on trial commencing on October 27, 2021 and concluding on November 4, 2021, and the Jury having heard and considered the evidence and a verdict rendered,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that Plaintiff TRITON PROPERTY INVESTMENTS, LLC, have and recover from Defendants, RICHARD GEORGE and SANDRINE CLARK, restitution of possession of the premises located at 180 Fox Hollow Road (Cottage located on the right side of the main house when facing the main house), Woodside, California 94602, together with rental damages in the total sum of $62,500. Costs may be requested by filing a memorandum of costs.

DATED: 11/4/21 /s/ Nancy L. Fineman
JUDGE OF THE SUPERIOR COURT

APPENDIX D

SUPREME COURT
FILED
NOV – 1 2023
Jorge Navarrette Clerk

Court of Appeal, First Appellate District, Division Three – No. A163973

S282041

IN THE SUPREME COURT OF CALIFORNIA

En Banc

TRITON PROPERTY INVESTMENTS, LLC,
Plaintiff and Respondent,

v.

RICHARD GEORGE et al., Defendants and Appellants.

The petition for review is denied.

GUERRO
Chief Justice

APPENDIX E

Constitutional, Statutory and Regulatory Provisions

U.S. CONST. art. I, sec. 10

cl. 1. No State shall enter into any Treaty, Alliance, or Confederation; grant Letters of Marque and Reprisal; coin Money; emit Bills of Credit; make any Thing but gold and silver Coin a Tender in Payment of Debts; pass any Bill of Attainder, ex post facto Law, or Law impairing the Obligation of Contracts, or grant any Title of Nobility.

U.S. CONST. art. III, sec. 2

cl. 1. The judicial Power shall extend to all Cases, in Law and Equity, arising under this Constitution, the Laws of the United States, and Treaties made, or which shall be made, under their Authority;—to all Cases affecting Ambassadors, other public Ministers and Consuls;—to all Cases of admiralty and maritime Jurisdiction;—to Controversies to which the United States shall be a Party;—to Controversies between two or more States;—between a State and Citizens of another State;—between Citizens of different States,—between Citizens of the same State claiming Lands under Grants of different States, and between a State, or the Citizens thereof, and foreign States, Citizens or Subjects.

cl. 2. In all Cases affecting Ambassadors, other public Ministers and Consuls, and those in which a State shall be Party, the supreme Court shall have original Jurisdiction. In all the other Cases before mentioned,

the supreme Court shall have appellate Jurisdiction, both as to Law and Fact, with such Exceptions, and under such Regulations as the Congress shall make.

United States Statutes at Large, Volume 1 (1789-1799)

FIRST CONGRESS. SESS. I. CH. 20. 1789.

CHAP. XX.—An Act to establish the Judicial Courts of the United States.

SECTION 1. *Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,* That the supreme court of the United States shall consist of a chief justice and five associate justices, any four of whom shall be a quorum, and shall hold annually at the seat of government two sessions, the one commencing the first Monday of February, Two sessions annually. and the other the first Monday of August. That the associate justices shall have precedence according to the date of their commissions, Precedence. or when the commissions of two or more of them bear date on the same day, according to their respective ages.

SEC. 35. *And be it further enacted,* That in all courts of the United States, the parties may plead and manage their own causes personally or by assistance of such counsel or attorneys at law as by the rules of the said courts respectively shall be permitted to manage and conduct causes therein.

U.S. CONST. amend. I

Congress shall make no law respecting an establishment of religion, or prohibiting the free exercise thereof; or abridging the freedom of speech, or of the press; or the right of the people peaceably to assemble, and to petition the Government for a redress of grievances.

U.S. CONST. amend. VII

In Suits at common law, where the value in controversy shall exceed twenty dollars, the right of trial by jury shall be preserved, and no fact tried by a jury, shall be otherwise re-examined in any Court of the United States, than according to the rules of the common law.

U.S. CONST. amend. XIV, sec. 1

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

28 U.S.C. § 1654

In all courts of the United States the parties may plead and conduct their own cases personally or by

counsel as, by the rules of such courts, respectively, are permitted to manage and conduct causes therein.

28 U.S.C. § 2403 (b)

In any action, suit, or proceeding in a court of the United States to which a State or any agency, officer, or employee thereof is not a party, wherein the constitutionality of any statute of that State affecting the public interest is drawn in question, the court shall certify such fact to the attorney general of the State, and shall permit the State to intervene for presentation of evidence, if evidence is otherwise admissible in the case, and for argument on the question of constitutionality. The State shall, subject to the applicable provisions of law, have all the rights of a party and be subject to all liabilities of a party as to court costs to the extent necessary for a proper presentation of the facts and law relating to the question of constitutionality.

42 U.S.C. § 1985

(2) [If] two or more persons conspire for the purpose of impeding, hindering, obstructing, or defeating, in any manner, the due course of justice in any State or Territory, with intent to deny to any citizen the equal protection of the laws, or to injure him or his property for lawfully enforcing, or attempting to enforce, the right of any person, or class of persons, to the equal protection of the laws;

(3) Depriving persons of rights or privileges

If two or more persons in any State or Territory conspire or go in disguise on the highway or on the premises of another, for the purpose of depriving, either directly or indirectly, any person or class of persons of the equal protection of the laws, or of equal privileges and immunities under the laws; or for the purpose of preventing or hindering the constituted authorities of any State or Territory from giving or securing to all persons within such State or Territory the equal protection of the laws; [in] any case of conspiracy set forth in this section, if one or more persons engaged therein do, or cause to be done, any act in furtherance of the object of such conspiracy, whereby another is injured in his person or property, or deprived of having and exercising any right or privilege of a citizen of the United States, the party so injured or deprived may have an action for the recovery of damages occasioned by such injury or deprivation, against any one or more of the conspirators.

CAL. CONST. art. I sec. 7

A citizen or class of citizens may not be granted privileges or immunities not granted on the same terms to all citizens.

Cal. Civ. Code § 1639

When a contract is reduced to writing, the intention of the parties is to be ascertained from the writing alone, if possible; subject, however, to the other provisions of this Title.

Cal. Civ. Code § 1647

A contract may be explained by reference to the circumstances under which it was made, and the matter to which it relates.

Cal. Civ. Code § 1654

In cases of uncertainty not removed by the preceding rules, the language of a contract should be interpreted most strongly against the party who caused the uncertainty to exist

Cal. Civ. Code § 1946.2 (Relevant Parts)

Section 1946.2 - [Operative 1/1/2020] [Effective Until 1/1/2030] Termination without just cause of tenancy after continuous and lawful occupation

(a) Notwithstanding any other law, after a tenant has continuously and lawfully occupied a residential real property for 12 months, the owner of the residential real property shall not terminate a tenancy without just cause, which shall be stated in the written notice to terminate tenancy. If any additional adult tenants are added to the lease before an existing tenant has continuously and lawfully occupied the residential real property for 24 months, then this subdivision shall only apply if either of the following are satisfied:

(1) All of the tenants have continuously and lawfully occupied the residential real property for 12 months or more.

(2) One or more tenants have continuously and lawfully occupied the residential real property for 24 months or more.

(b) For purposes of this section, "just cause" means either of the following:

(1) At-fault just cause, which means any of the following:

(A) Default in the payment of rent.

(2) No-fault just cause, which means any of the following:

(A) (i) Intent to occupy the residential real property by the owner or the owner's spouse, domestic partner, children, grandchildren, parents, or grandparents for a minimum of 12 continuous months as that person's primary residence.

(B) Withdrawal of the residential real property from the rental market.

(D) (i) Intent to demolish or to substantially remodel the residential real property.

(f) An owner of residential real property subject to this section shall provide notice to the tenant as follows:

(2) (A) Except as provided in subparagraph (B), for a tenancy existing prior to July 1, 2020, by written notice to the tenant no later than August 1, 2020, or as an addendum to the lease or rental agreement.

(3) The notification or lease provision shall be in no less than 12-point type, and shall include the following:

"California law limits the amount your rent can be increased. See Section 1947.12 of the Civil Code for more information. California law also provides that after all of the tenants have continuously and lawfully occupied the property for 12 months or more or at least one of the tenants has continuously and lawfully occupied the property for 24 months or more, a landlord must provide a statement of cause in any notice to terminate a tenancy. See Section 1946.2 of the Civil Code for more information."

Cal. Code Civ. Proc. § 1161 (Relevant Part)

A tenant of real property, for a term less than life, or the executor or administrator of the tenant's estate heretofore qualified and now acting or hereafter to be qualified and act, is guilty of unlawful detainer:

1. When the tenant continues in possession, in person or by subtenant, of the property, or any part thereof, after the expiration of the term for which it is let to the tenant.

Cal. Code Civ. Proc. § 1170.7

A motion for summary judgment may be made at any time after the answer is filed upon giving five days notice. Summary judgment shall be granted or denied on the same basis as a motion under Section 437c.

Cal. Code Civ. Proc. § 1858

In the construction of a statute or instrument, the office of the Judge is simply to ascertain and declare what is in terms or in substance contained therein, not to insert what has been omitted, or to omit what has been inserted; and where there are several provisions or particulars, such a construction is, if possible, to be adopted as will give effect to all.

Cal. Code Civ. Proc. § 1860

For the proper construction of an instrument, the circumstances under which it was made, including the situation of the subject of the instrument, and of the parties to it, may also be shown, so that the Judge be placed in the position of those whose language he is to interpret.

APPENDIX F

Journal of the American Bar Association
Law & Social Inquiry

Volume 42, Issue 4, 1091–1121, Fall 2017

The Signaling Effect of *Pro se* Status[1]

Abstract

When claimants press their claims without counsel, they fail at virtually every stage of civil litigation and overwhelmingly fail to obtain meaningful access to justice. This research program harnesses psychological science to experimentally test a novel hypothesis: mainly, a claimant's *pro se* status itself sends a signal that biases decision making about the claimant and her claim. We conducted social psychological experiments with the public (N = 157), law students (N = 198), and employment discrimination lawyers (N = 39), holding the quality and merit of a Title VII sex discrimination case constant. In so doing, we examined whether a claimant's *pro se* status itself shapes stereotypes held about the claimant and biases decision making about settlement awards. These experiments reveal that *pro se* status influences stereotypes of claimants and settlement awards received. Moreover, the signaling effect of *pro se* status is exacerbated by socialization in the legal profession. Among law-trained individuals (i.e., law students and lawyers), a claimant's *pro se*

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1 https://law.indiana.edu/publications/faculty/2020/vdq-signaling-effect.pdf

status generates negative stereotypes about the claimant and these negative stereotypes explain the adverse effect of *pro se* status on decision making about settlement awards.

APPENDIX G

American Psychological Association
Psychology, Public Policy, and Law

2020, Vol. 26, No. 2, 198–212

Underestimating the Unrepresented: Cognitive Biases Disadvantage *Pro Se* Litigants in Family Law Cases[1]

Abstract

The majority of civil cases in the United States involve at least one *pro se* party—more often than not, at least 1 litigant is unrepresented by legal counsel. Despite efforts to provide *pro se* parties with information that decreases the procedural complexity of litigation, wide access to justice gaps persist between counseled and *pro se* litigants. We argue that, although helpful, information alone is not enough to close access-to-justice gaps, because the mere presence of counsel gives represented litigants a persuasive edge over *pro se* litigants in the eyes of legal officials. Two randomized experiments with civil court judges (Experiment 1) and attorney-mediators (Experiment 2), wherein only the presence of counsel varied (whereas other case-related factors were held constant), found that legal officials, on average, devalued the case merit of *pro se* litigants relative to otherwise identical counseled litigants. This case devaluation, in turn, shaped how legal officials

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[1] https://www.ncsc.org/__data/assets/pdf_file/0023/42845/vdq-underestimating-the-unrepresented-072820.pdf

expected *pro se* (vs. counseled) litigants to fare as they sought justice. Judges, attorneys, and mediators forecasted that *pro se* litigants would experience the civil justice system as less fair and less satisfying than counseled litigants, especially when the dispute resolution mechanism was trial (vs. mediation). These results suggest that perceptions of case merit are strongly influenced by a litigant's counseled status. Comprehensive solutions to address access-to-justice gaps must consider ways to reduce legal officials' biased perceptions of *pro se* litigants, so that they are not underestimated before their cases are even heard.

APPENDIX H

The University of Chicago Law Review

Empirical Patterns of Pro Se Litigation in Federal Courts[1]

Abstract

Pro se litigants face a number of challenges when bringing civil litigation. One potential solution to these challenges, endorsed by members of the judiciary and the legal academy, is pro se reform at the trial court level: offering special services to pro se litigants in order to help them successfully navigate the legal system. This Comment offers the first publicly available empirical assessment of several pro se reform efforts thus far. The analysis shows that these pro se reforms have not succeeded in improving pro se litigants' win rates at trial. This Comment thus suggests that, while pro se reforms likely have important merits, such as enabling a more thorough and dignified hearing process for pro se litigants, on average these reforms do not alter the final outcomes of the litigation process.

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1 https://lawreview.uchicago.edu/print-archive/empirical-patterns-pro-se-litigation-federal-district-courts

APPENDIX I

Federalist No. 83 - The Judiciary Continued in Relation to Trial by Jury (Excerpt)

Alexander Hamilton

My convictions are equally strong that great advantages result from the separation of the equity from the law jurisdiction, and that the causes which belong to the former would be improperly committed to juries. The great and primary use of a court of equity is to give relief in extraordinary cases, which are exceptions to general rules. To unite the jurisdiction of such cases with the ordinary jurisdiction, must have a tendency to unsettle the general rules, and to subject every case that arises to a special determination; while a separation of the one from the other has the contrary effect of rendering one a sentinel over the other, and of keeping each within the expedient limits. Besides this, the circumstances that constitute cases proper for courts of equity are in many instances so nice and intricate, that they are incompatible with the genius of trials by jury. They require often such long, deliberate, and critical investigation as would be impracticable to men called from their occupations, and obliged to decide before they were permitted to return to them. The simplicity and expedition which form the distinguishing characters of this mode of trial require that the matter to be decided should be reduced to some single and obvious point; while the litigations usual in chancery frequently comprehend a long train of minute and independent particulars.

APPENDIX J

Answer

Seventh Affirmative Defense

The U.S. Constitution Contract Clause [U.S. Const. Art. I, Sec. X, Cl. 1] provides that no state may pass a "Law impairing the Obligation of Contracts," and a "law" in this context includes a statute. Defendant Richard George entered into the parties' lease agreement in December 2016 and Civil Code § 1946.2 went into effect January 1st, 2020. Plaintiff's reliance on § 1946.2 to terminate the lease agreement is therefore unconstitutional in that it violates the Contract Clause of the U.S. Constitution. Although the highest state court usually has final authority in determining the construction as well as the validity of contracts entered into under the laws of the state, and federal courts will be bound by decisions of the highest state court on such matters, this rule does not hold when the contract is one whose obligation is alleged to have been impaired by state law. *Jefferson Branch Bank v. Skelly*, 66 U.S. (1 Bl.) 436, 443 (1862); *Bridge Proprietors v. Hoboken Co.*, 68 U.S. (1 Wall.) 116, 145 (1863); *Wright v. Nagle*, 101 U.S. 791, 793 (1880); *McGahey v. Virginia*, 135 U.S. 662, 667 (1890); *Scott v. McNeal*, 154 U.S. 34, 35 (1894); *Stearns v. Minnesota*, 179 U.S. 223, 232–33 (1900); *Coombes v. Getz*, 285 U.S. 434, 441 (1932); *Atlantic Coast Line R.R. v. Phillips*, 332 U.S. 168, 170 (1947).

APPENDIX K

M. Tullius Cicero. De Officiis. 2.51

Again, the following rule of duty is to be carefully[1] observed: never prefer a capital charge against any person who may be innocent. For that cannot possibly be done without making oneself a criminal. For what is so unnatural as to turn to the ruin and destruction of good men the eloquence bestowed by Nature for the safety and protection of our fellowmen? And yet, while we should never prosecute the innocent, we need not have scruples against undertaking on occasion the defence of a guilty person, provided he be not infamously depraved and wicked. For people expect it; custom sanctions it; humanity also accepts it. It is always the business of the judge in a trial to find out the truth; it is sometimes the business of the advocate to maintain what is plausible, even if it be not strictly true, though I should not venture to say this, especially in an ethical treatise, if it were not also the position of Panaetius, that strictest of Stoics. Then, too, briefs for the defence are most likely to bring glory and popularity to the pleader, and all the more so, if ever it falls to him to lend his aid to one who seems to be oppressed and persecuted by the influence of someone in power. This I have done on many other occasions; and once [p. 223] in particular, in my younger days, I defended Sextus Roscius of Ameria against the power of Lucius Sulla when he was acting the tyrant. The speech is published, as you know.

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[1] Spare the innocent; defend the guilty.
Walter Miller. Cambridge. Harvard University Press; Cambridge, Mass., London, England. 1913.

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No. _____

RICHARD GEORGE, ET AL.,
Petitioners,
v.
TRITON PROPERTY INVESTMENTS, LLC,
Respondent.

AFFIDAVIT OF SERVICE

I, Renee Goss, of lawful age, being duly sworn, upon my oath state that I did, on the 17th day of January, 2024, send out from Omaha, NE 2 package(s) containing 3 copies of the PETITION FOR A WRIT OF CERTIORARI in the above entitled case. All parties required to be served have been served by Priority Mail. Packages were plainly addressed to the following:

SEE ATTACHED

To be filed for:

Richard George
Sandrine Clark
Pro Se Petitioners
233 Tanbridge Road
Wilmington, NC 28405
(650) 450-2633
mail@rickgeorge.com

Subscribed and sworn to before me this 17th day of January, 2024.
I am duly authorized under the laws of the State of Nebraska to administer oaths.

State of Nebraska – General Notary
ANDREW COCKLE
My Commission Expires
April 9, 2026

Andrew H. Cockle
Notary Public

Renee G. Goss
Affiant

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SERVICE LIST

The names and addresses of the parties to be served are:

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In the
Supreme Court of the United States

RICHARD GEORGE, ET AL., *Petitioners*,
vs.
TRITON PROPERTY INVESTMENTS, LLC, *Respondent*.

CERTIFICATE OF COMPLIANCE

As required by Supreme Court Rule 33.1(h), I certify that the Petition for a Writ of Certiorari contains 8,670 words, excluding the parts of the document that are exempted by Supreme Court Rule 33.1(d).

I declare under penalty of perjury that the foregoing is true and correct.

Executed on January 16, 2024.

Richard George
Pro Se Petitioner
233 Tanbridge Road
Wilmington, NC 28405
(650) 450-2633
mail@rickgeorge.com

Subscribed and sworn to before me this 16th day of January, 2024.

I am authorized under the laws of the State of North Carolina to administer oaths.

KAROLYN HARRIS
Notary Public, North Carolina
New Hanover County
My Commission Expires
03/05/2028

(Notary)