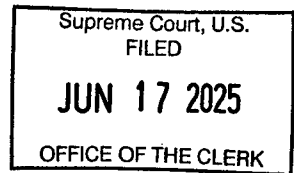


24-1319



No. \_\_\_\_\_

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

SRIYANTHA BENEDICT SIRIMANNE, Et Ux.,  
*Petitioners,*

v.

MIGUEL GARCIA,  
*Respondent.*

**On Petition for a Writ of Certiorari to the  
Supreme Court of California**

**PETITION FOR A WRIT OF CERTIORARI**

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SUPREME COURT PRESS

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BOSTON, MASSACHUSETTS

## QUESTION PRESENTED

For almost a century, the parol evidence rule prevents the variations of the terms of a written contract by oral testimony. The statute of fraud makes unenforceable oral contracts to grant, deed, or will real property. Most, if not all, States have statutes or by common law do the same. California statutes, Cal. Civ. Code § 1625 and Cal. Code Civ. Proc. § 1856 (parol evidence rule), and Cal. Civ. Code §§ 1091 and 1971 (statute of frauds – real estate transactions).

The parol evidence rule and the statute of frauds are inherently part of the factfinding process of a trial. This Court has explained that “The function of a standard of proof, as that concept is embodied in the Due Process Clause and in the realm of factfinding, is to ‘instruct the factfinder concerning the degree of confidence our society thinks he should have in the correctness of factual conclusions for a particular type of adjudication.’ [Citations Omitted] *Cruzan v. Dir., Mo. Dep’t of Health* (1990) 497 U.S. 261, 282.

In this case, jury relied on inadmissible evidence in reaching the verdict, the trial judge denied a motion to vacate the judgment, and the appellate court affirmed the judgment, itself pointing to inadmissible evidence as the basis for affirming the judgment.

The Question Presented Is:

1. Whether a judgment based on inadmissible evidence violates due process.

## **PARTIES TO THE PROCEEDINGS**

### **Petitioners**

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Petitioners Sriyantha Benedict Sirimanne and Champa Catherine Sirimanne are a married couple. They were defendants and cross-complainants in the Superior Court for the County of Los Angeles, and the Appellants in the Second District Court of Appeals.

### **Respondent**

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Respondent Miguel A. Garcia was the plaintiff and cross-defendant in the Superior Court for the County of Los Angeles, and the respondent in the Second District Court of Appeals.

## LIST OF PROCEEDINGS

Supreme Court of California

No. S289060

Miguel Garcia, Plaintiff, *Cross-Defendant and Appellant*, v. Sriyantha Benedict Sirimanne et al., *Defendants, Cross-Complainants and Appellants*.

Final Order: March 19, 2025

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Court of Appeal of the State of California,  
Second Appellate District Division Five

No. B321880

Miguel Garcia, Plaintiff, *Cross-Defendant and Appellant*, v. Sriyantha Benedict Sirimanne et al., *Defendants, Cross-Complainants and Appellants*.

Final Opinion: December 24, 2024

Rehearing Denial: January 2, 2025

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Superior Court of California County of Los Angeles

No. YC071489

Miguel Garcia, v. Sriyantha Benedict Sirimanne

Judgement on Special Verdict: May 2, 2022

Order Denying Motion to Vacate: May 31, 2022

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## OPINIONS BELOW

A jury verdict was entered in the Los Angeles Superior Court on May 2, 2022. App.19a-22a. The trial Court refused to vacate the judgment based on evidence that could not be considered, App.16a-18a.

The Court of Appeal of California's affirmation of the judgment is reproduced at App.2a-15a. The Appellate Court's denial of the Petition for Rehearing is reproduced at App.23a. The California Supreme Court's denial of the Petition for Review is reproduced at App.1a.



## JURISDICTION

The California Supreme Court issued its denial of Petition for Review on March 19, 2025. App.1a. This Court has jurisdiction under 28 U.S.C. § 1257(a).



## STATUTORY PROVISIONS INVOLVED

The parol evidence rule, codified in California under Cal. Civ. Code § 1625 and Cal. Code Civ. Proc. § 1856 which prevents the variations of the terms of a written contract by oral testimony.

The statute of frauds, codified in California under Cal. Civ. Code §§ 1091 and 1971, which makes unenforceable oral contracts to leave property by will,

or grant or deed, or sell or lease for a term of more than one year.



### PETITION FOR A WRIT OF CERTIORARI

The decision below highlights the abandonment by the court of its gatekeeping function which is an important role in its role of adjudication. This Court explained the importance of the standard of proof in judicial proceedings:

But not only does the standard of proof reflect the importance of a particular adjudication, it also serves as “a societal judgment about how the risk of error should be distributed between the litigants.” *Santosky, supra*, at 755; *Addington, supra*, at 423. The more stringent the burden of proof a party must bear, the more that party bears the risk of an erroneous decision. *Cruzan v. Dir., Mo. Dep’t of Health* (2005) 497 U.S. 261, 283

A facet of the standard of proof is the evidence which is admitted at trial, and part of the Court’s gatekeeping function is to keep out evidence that does not meet the standard for admissibility. The *Cruzan* Court explained:

It is also worth noting that most, if not all, States simply forbid oral testimony entirely in determining the wishes of parties in transactions which, while important, simply do not have the consequences that a decision to terminate a person’s life does. At common law and by statute in most States, the parol

evidence rule prevents the variations of the terms of a written contract by oral testimony. The statute of frauds makes unenforceable oral contracts to leave property by will, and statutes regulating the making of wills universally require that those instruments be in writing. See 2 A. Corbin, *Contracts* § 398, pp. 360-361 (1950); 2 W. Page, *Law of Wills* §§ 19.3-19.5, pp. 61-71 (1960). *Id.* at 284.

California statutes, Cal. Civ. Code § 1625 and Cal. Code Civ. Proc. § 1856 (parol evidence rule), and Cal. Civ. Code §§ 1091 and 1971 (statute of frauds – real estate transactions).

The parol evidence rule and the statute of frauds are inherently part of the factfinding process of a trial. This Court has explained that “The function of a standard of proof, as that concept is embodied in the Due Process Clause and in the realm of factfinding, is to ‘instruct the factfinder concerning the degree of confidence our society thinks he should have in the correctness of factual conclusions for a particular type of adjudication.’” [Citations Omitted] *Cruzan v. Dir., Mo. Dep’t of Health* (1990) 497 U.S. 261, 282.

For decades lower courts have faithfully applied these rules of law relating to admissible evidence affecting the burden of proof and have excluded parol evidence to vary the material terms of a written contract.

But the lower courts here have done just that. The trial court denied a motion to vacate the judgment premised upon the wrongful consideration of parol evidence and evidence which violated the statute of frauds, and the appellate court affirmed that decision.

In fact, in affirming the trial court's judgment, the appellate court stated "he [Garcia] testified that the Sirimannes promised to pay him \$400,000 and, as proof, he pointed to the \$400,000 amount to be initially deposited into escrow under the April 2016 contract in which Garcia purported to sell the home to Ben". App.8a, 12a.

That reasoning is untenable. The appellate court effectively rewrites the parol evidence rule and statute of frauds, eviscerating the evidentiary principles embodied within them, both on the federal and State level.

Not only is the appellate court's reasoning wrong, but its decision threatens to unleash far-reaching consequences in cases filed within that court's bounds. Worse still, this decision will erode the certainty and reliability of written contracts which, when disputes are litigated, rely on the statute of frauds and parol evidence rules to prevent fraud in contract disputes.

The Court should thus grant certiorari to restore uniformity in the law, to reverse the lower courts' error on this issue of exceptional importance, and to preserve the standard of proof and evidentiary gate-keeping that Due Process requires.



## STATEMENT OF THE CASE

### A. The Initial Trial Court Proceedings

Respondent filed this lawsuit on September 20, 2016 in response to the unlawful detainer action Petitioners filed on September 9, 2016 and the cases were consolidated in the superior court in Respondent's case. The Complaint and Cross-Complaint was a dispute over a partnership to purchase a distressed homeowner's property and flip it and share the profits. Respondent took funds from Petitioners and moved into the house and lived there for 9 years, lost the house to foreclosure to the bank, and then convinced Petitioners to purchase the property. Petitioners purchased the property and Respondent refused to move out of the property so it could be rented or sold. Respondent refused to pay rent. Respondent lived there for another 13 months while Petitioners paid for the loan used to purchase the property.

The jury found that Respondent had committed fraud against Petitioners but also found for Respondent on a breach of contract claim, which the jury identified as Exhibit 20, a California Real Estate Sales Contract, which identified Respondent as the owner of the property and Petitioners as the buyer. However, that itself was insufficient evidence as a matter of law because at no point did Respondent own the property and therefore could not sell it to Petitioners.

Respondent provided a judgment which allocated the award to Petitioners for Respondent's fraud as "money had and received" when in fact the jury had found no damages for the money had and received

count and had in fact listed the award under the fraud cause of action finding that Respondent had defrauded Petitioners in connection with the real estate at issue. Multiple objections filed by Petitioners were denied by the court and judgment signed.

The trial judge denied Petitioners' motion to vacate.

**B. Petitioners' Initial Appeal to the Appellate Court**

The appellate court affirmed the judgment in part and remanded in part. It remanded the judgment for correction of the award for Petitioners to be on the fraud count, and affirmed the judgment for Respondent citing an "oral contract" and explained its reasoning for affirming the judgment to Respondent: "he [Garcia] testified that the Sirimannes promised to pay him \$400,000 and, as proof, he pointed to the \$400,000 amount to be initially deposited into escrow under the April 2016 contract in which Garcia purported to sell the home to Ben", on "award for breach of the oral contract." App.3a, 8a, 12a.



## REASONS FOR GRANTING THE PETITION

The lower court's refusal to apply the longstanding rules of law governing evidence admitted and relied on for factfinding, directly affect the standards of proof which are a facet of Due Process, and erodes the standard of proof by reliance on evidence which cannot be considered as a matter of law.

### I. THE EVIDENTIARY GATEKEEPER FUNCTION OF THE COURTS.

By failing to apply the parol evidence rule and statute of frauds to the evidence relied upon by the jury, the trial court abdicated its gatekeeper function relating to evidence, and the appellate court affirmed the judgment, itself citing parol evidence which varied the material terms of the written contract, in upholding a breach of contract verdict, which it designated "oral" despite there being no such designation by the jury.

As part of its "gatekeeping" functions, a federal court must ensure that any expert testimony it permits is reliable, grounded on widely accepted principles, and will "assist the trier of fact to understand the evidence." *Kumho Tire Co*, 526 U.S., at 147, 119 S.Ct. 1167, 143 L.Ed.2d 238 (quoting Fed. Rule Evid. 702 (a) (1999)). *Diaz v. United States* (2024) 602 U.S. 526, 554.

Because the States and the Federal Government "retain 'the traditional authority'" "to decide that certain types of evidence may have insufficient probative value to justify their admission," they may enact reasonable rules governing whether specific pieces of



evidence are admissible. *Skipper v. South Carolina*, 476 U.S. 1, 11, 15, 106 S.Ct. 1669, 90 L.Ed.2d 1 (1986) (Powell, J., concurring in judgment) (quoting *Lockett*, 438 U.S., at 604, n. 12, 98 S.Ct. 2954, 57 L.Ed.2d 973) (plurality opinion)). *United States v. Tsarnaev* (2022) 595 U.S. 302, 319-320.

[T]he traditional gatekeeping function of district court judges to consider and assess specific pieces of relevant evidence in light of its probative value and the risks it poses to the jury's truth-seeking function. The court weighs all proffered evidence to determine whether it will assist the jury in considering any grounds for mitigation. *United States v. Tsarnaev* (2022) 595 U.S. 302, 320

## II. THE LOWER COURT RULINGS UNDERMINE THE BURDEN OF PROOF.

When the courts permit the jury to rely on inadmissible evidence to render a verdict, it undermines the burden of proof, which violates due process.

The general rule is that the admission of incompetent evidence is not reversible error if it subsequently is distinctly withdrawn from the consideration of the jury. *Pennsylvania Co. v. Roy*, 102 U.S. 451, 458; *Hopt v. Utah*, 120 U.S. 430, 438. There are cases which emphasize the necessity of clearly and unmistakably withdrawing the evidence from the consideration of the jury. *Washington Gas Light Co. v. Lansden*, 172 U.S. 535, 554; *Throckmorton v. Holt*, 180 U.S. 552, 567. *Turner v. American Sec. & Trust Co.* (1909) 213 U.S. 257, 267

The use by the jury of inadmissible evidence at the trial level to reach their verdict was sustained by the appellate court which recited factually inadmissi-

ble evidence (which violated the parol evidence rule and the statute of frauds) to affirm a judgment for an oral contract for the sale of real property (statute of frauds) and cited to a written contract, testimony of which varied a material term of the contract (parol evidence rule).

Inadmissible evidence contributes nothing to a “legally sufficient evidentiary basis.” See *Brooke Group Ltd. v. Brown & Williamson Tobacco Corp.*, 509 U.S. 209, 242, 125 L.Ed.2d 168, 113 S.Ct. 2578. *Weisgram v. Marley Co.* (2000) 528 U.S. 440, 443.

Well settled law guides the courts on the use of parol evidence, and the prohibition of use of parol evidence to vary material terms of a fully integrated written contract.

As stated in *Gaines*,

The rule as applied to contracts is simply that as a matter of substantive law, a certain act, the act of embodying the complete terms of an agreement in a writing (the ‘integration’), becomes the contract of the parties. The point then is, not how the agreement is to be proved, because as a matter of law the writing is the agreement.

*Estate of Gaines* (1940) 15 Cal.2d 255, at pp. 264–265.)

“The doctrine of stare decisis expresses a fundamental policy . . . that a rule once declared in an appellate decision constitutes a precedent which should normally be followed . . . . It is based on the assumption that certainty, predictability and stability in the law are the major objectives of the legal system . . . .”

(9 Witkin, CAL. PROCEDURE (3d ed. 1985) Appeal, § 758, p. 726; *Moradi-Shalal v. Fireman's Fund Ins. Companies* (1988) 46 Cal.3d 287, 296 [250 Cal. Rptr. 116, 758 P.2d 58].) *Riverisland Cold Storage, Inc. v. Fresno-Madera Production Credit Assn.* (2013) 55 Cal. 4th 1169, 1180 fn 9.

Although the parol evidence rule results in the exclusion of evidence, it is not a rule of evidence but one of substantive law. (*Casa Herrera, supra*, 32 Cal. 4th at p. 343.) It is founded on the principle that when the parties put all the terms of their agreement in writing, the writing itself becomes the agreement. The written terms supersede statements made during the negotiations. Extrinsic evidence of the agreement's terms is thus irrelevant and cannot be relied upon. (*Casa Herrera*, at p. 344.) "[T]he parol evidence rule, unlike the statute of frauds, does not merely serve an evidentiary purpose; it determines the enforceable and incontrovertible terms of an integrated written agreement." (*Id.* at p. 345; *cf. Sterling v. Taylor* (2007) 40 Cal.4th 757, 766 [55 Cal. Rptr.3d 116, 152 P.3d 420] [explaining evidentiary function of statute of frauds].) The purpose of the rule is to ensure that the parties' final understanding, deliberately expressed in writing, is not subject to change. (*Casa Herrera*, at p. 345.) *Riverisland Cold Storage, Inc. v. Fresno-Madera Production Credit Assn.* (2013) 55 Cal. 4th 1169, 1174.

### III. THE QUESTION PRESENTED IS EXCEPTIONALLY IMPORTANT, AND THIS CASE IS A CLEAN VEHICLE FOR RESOLVING IT.

The Due Process Clause entitles a person to an impartial and disinterested tribunal in both civil and criminal cases. This requirement of neutrality in

adjudicative proceedings safeguards the two central concerns of procedural due process, the prevention of unjustified or mistaken deprivations and the promotion of participation and dialogue by affected individuals in the decisionmaking process. *See Carey v. Piphus*, 435 U.S. 247, 259-262, 266-267 (1978). *Marshall v. Jerrico, Inc.* (1980) 446 U.S. 238, 242.

When the courts permit inadmissible evidence to support a verdict, they undermine the burden of proof and presumptions which are specifically in place to protect Due Process. The adjudication of a dispute by a court of law is an exercise in procedural due process, which ensures that individuals are treated fairly and given adequate legal procedures. The legislative presumptions and prohibitions for admission of evidence is a part of procedural due process, and when the courts depart from those statutory procedures it results in a deprivation of due process. *See, Hawkins v. Bleakly*, 243 U.S. 210, 214 (1917); *James-Dickinson Co. v. Harry*, 273 U.S. 119, 124 (1927). Congress's power to provide rules of evidence and standards of proof in the federal courts stems from its power to create such courts. *Vance v. Terrazas*, 444 U.S. 252, 264-67 (1980); In the absence of congressional guidance, the Court has determined the evidentiary standard in certain statutory actions.

It is thus an important question, whether the departure by the courts from evidentiary standards prohibiting the admission of evidence deemed by the legislative branch to be unreliable, violates the parties' procedural due process rights, should be addressed by this court to ensure continued fairness in trials.



## CONCLUSION

The Court should grant the petition for a writ of certiorari.

Respectfully submitted,

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