

18-7546
NO. —18A270—

Supreme Court, U.S.
FILED

NOV 10 2018

OFFICE OF THE CLERK

ORIGINAL

IN THE SUPREME COURT OF THE UNITED STATE

SHERMAN VICKERS
APPLICANT,

v.

MARINA DELREY MARINA et. al.
RESPONDANT

CA. Supreme Court
No. S248826

Court of Appeal
No. B279468

Superior Court
No. BC593803

PETITION FOR WRIT OF CERTIORARI

Directed to the Honorable John G. Roberts Jr., Chief
Justice of the United States and the Circuit Justice for the
United States Court of Appeals for the Ninth Circuit

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January 14, 2019

ISSUES PRESENTED

1. IS THERE ANY SUCH THING AS AN AUTOMATIC STAY FOR THE COURT OF APPEALS;
2. CAN THE COURT DISMISS THE APPEAL BEFORE THE PERFECTION OF RECORD ON APPEAL HAS COMPLETED;
3. WHEN APPELLANT FILE A NOTICE OF CORRECTION WITH BOTH COURTS, REGARDING OMISSIONS TO THE DESIGNATION OF RECORDS; DOES THE COURT OF APPEALS HAVE TO MOVE ON ITS OWN, TO ISSUE AN AUTOMATIC STAY ON THE CASE UNTIL LOWER COURT COMPLETES CORRECTION;
4. WHAT CONSTITUTES FAILURE UPON COURT DUE TO CLERK ERROR?
5. WHEN THE COURTS DOES DISMISS BEFORE PERFECTION; WOULD THAT CONSTITUTE CLERK ERROR, VIOLATION OF RIGHT TO FAIR HEARING TO CLERK ERROR; DUE PROCCES VIOLATION;

6. DOES THAT DISMISSAL OF A DEMURR- APPELLATE DISMISSAL BEFORE PERFECTING RECORD OF THAT DEMURRER A DENIAL OF A RIGHT TO A FAIR TRIAL;
7. WHEN AN APPELLANT FILES A NOTICE OR MOTION FOR CORRECTION OR FOR RECORDS THAT WERE OMITTED FROM THEIR DESIGNATION OF RECORDS FOR APPELLATE. WHAT CONSTITUTES AN AUTOMATIC STAY?

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(1) 2DCA Order of February 8, 2018, to dismissal, was due to Court Clerical error; The Remittitur may be stayed to permit the reviewing Court to correct an error due to the mistakes or the courts incomplete knowledge of the Facts. (See, e.g. . Krug v. Mechan (1951) 108 CA.2d. 416). As Appellant was trying to fulfill their obligation, and responsibility, to present to the Appellate Court knowledge of Appellants case history and fulfill its burden to demonstrate error too The Supreme Court of the United States, because judgements and orders are assumed correct; The courts misplaces Appellants Motion "NOTICE Of CORRECTION REPLY RE: OMISSIONS IN THE CLERKS TRANSCRIPT FROM PLAINTIFFS' DESIGNATION OF RECORD TOO 2 ND .DCA CASE#B278674 "MDRM" (see Attach-#3) . Which stays the briefing until the Superior Court; Civil Appeals Unit files the Supplemental to Clerk Transcript in the 2DCA. Appellant filing NOC (see Attach-#3) was witnessed, by others that followed from filing at Civil Appeals Unit, and the Front counter Clerk - that the Conformed NOC was submitted (see Attachment-#3; remembers Appellant request of the filing of Appellants conformed copy of same Noticed Motion filed in the Civil Appeals Unit along		

with other from an hour or less earlier; because, the Appellant requested the filing clerk of 2DCA to notify Division 7 Clerk that, they're notice of the filing is necessary to avoid Dismissal, and that a stay in the record of the Case is entered; But the notice is misplaced in both courts, Notice of Correction filed in both courts Dec. 29, 2017 (see Attach-#3); Which irreparably harmed Appellant. [See Marriage of Wilcox (2004) 124 CA4th 492, 498-499, 21 CR3d 315, 319; Stasz v. Eisenberg (2010) 190 CA4th 1032, 1039, 120 CR3d 21, 26; In re Valerie A. (2007) 152 CA4th 987, 1002-1003, 61 CR3d 403, 415; Denham v. Super.Ct. (Marsh & Kidder) (1970) 2 C3d 557, 564, 86 CR 65, 69.] _____ 36

Appellant Contends that Two Courts Misplacing the same Conformed NOC Needs Attention, denied the ability to present the Courts Proceedings:_____ 37

(2) The Civil Appeals Unit completes, transmits a Supplemental to the Clerk Transcript January 16, 2018; which is errored in labeling and designated two different Cases, on the Cover; and the Clerks Certification of the Record mixed with another Requested Case Conformed NOC filed with the Civil Appeals Unit two weeks earlier December 13, 2017, of another Appeal. That the Appellant didn't notice until after Appellant filed the January 26, 2018, Motion to Set-aside Dismissal, and Reinstate the Appeal (see Attachment-#2. The Motion was denied, for Failure to file Appellant Opening Brief. Failure of Appellant to file Opening Brief constitutes an abandonment of the appeal (¶ 9:270 ff.). [CRC 8.220(a)(1); Doran v. White (1961) 196 CA2d 676, 677, Appellant, contend that the Mistakes of two courts misplacing same conformed NOC needs attention, and the Order improvidently denied justice: ability to present the Court proceeding, which may provide grounds upon which the decision could be reversed or affirmed in their favor; and are an ingredient of the Constitutional Doctrine of Reversible Error. (3 Witkin, Cal. Procedure (1954) Appeal, § 79, pp. 2238-2239.) _____ 37

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Involuntary Dismissal, unpublished decision

filed April 4, 2018

APPENDIX-C

2DCA

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The Superior Court of California County of Los Angeles

Case # BC593803

Defendant ALMAR – Almar Management, Inc.

Demurred Judgement

filed October 5, 2017

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The County of Los Angeles Superior Court

Case # BC593803

Defendant ALMAR – Almar Management, Inc.

final judgement of dismissal

entered October 5, 2016

(ALMAR CT vol.4 pg.00810)

Defendants ALMAR served their Notice of Entry of Judgement
on September 19, 2016.

(“ALMAR” CT vol.4 pg.00811)

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APPENDIX-F

The County of Los Angeles Superior Court

Case # BC593803

Defendant ALMAR – Almar Management, Inc.

AMENDED AND RESTATED LEASE AGREEMENT PARCEL
42- MANAGEMENT

("ALAMR" Exhibit-A Amended and Restated Lease Agreement
August 30, 2013 CT vol.3 pg.00584)

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The County of Los Angeles Superior Court

Case # BC593803

Defendant ALMAR – Almar Management, Inc.

("ALMAR" Exhibit- B Recording By County Los Angeles of
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The County of Los Angeles Superior Court

Case # BC593803

Defendant ALMAR – Almar Management, Inc.

((“ALMAR” Exhibit-C Amendment Option Agreement Regarding
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The County of Los Angeles Superior Court

Santa Monica Courthouse

Small Claim

Case#09A02533

Notice of Entry of Judgement

Decision Hon. Rex Minter, Judgement Entered October 27, 2009

In Favor of Sherman Vickers, and against ALMAR dba Marina del rey Marina LLC

Exhibit-D CT vol. pg.00716): Notice of Entry of Judgement Santa Monica Small Claim Case#09A02533 Decision Hon. Rex Minter, Judgement Entered October 27, 2009

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Lien Sale Section

California DMV

JUNE 22, 2009, Mailed to Sherman Vickers

DMV Declaration of Opposition

Small Claims Court Set for October 27, 2009

Sherman Vickers Reply to Oppose Lien Sale of Plaintiff's Larson Boat by Marina del Rey Marina, LLC.; stating Sherman Vickers owed \$10,886.00 to MdRM. Petitioner/Plaintiff's Boat was Chained to the Docks

("ALMAR" Exhibit-E CT vol.4 pg.718): DMV Declaration of Opposition JUNE 22, 2009; Sherman Vickers Reply to Oppose Lien Sale of Plaintiff's Larson Boat by Marina del Rey Marina, LLC.; stating Sherman Vickers owed \$10,886.00 to MdRM;

APPENDIX-K

The County of Los Angeles Superior Court

Civil Case Summary

Changed Case#: 09SS2533 - (09A02533)

Ordered Destroyed (Purged from the System)

- Small Claims Case, Filing by MDRM: February. 2, 2011; file transferred to Inglewood Courthouse. The case number was Changed, and ordered Destroyed in less than 14 months, on April 16, 2012

(“MDRM” Exhibit-H CT. vol.4 pg.00783):

Case#: 09SS2533 / (09A02533)

Ordered Destroyed (Purged from the System) - Case Summary- Los Angeles County Superior Court- Small Claims Case, Filing by MDRM: February. 2, 2011; file transferred to Inglewood Courthouse. The case number was Changed, and ordered Destroyed in less than 14 months, on April 16, 2012

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IN THE SUPREME COURT OF THE UNITED STATE

SHERMAN VICKERS
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v.

MARINA DELREY MARINA et. al.
RESPONDANT

CA. Supreme Court
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No. B279468

Superior Court
No. BC593803

PETITION FOR WRIT OF CERTIORARI

Directed to the Honorable John G. Roberts Jr., Chief
Justice of the United States and the Circuit Justice for the
United States Court of Appeals for the Ninth Circuit

To the Honorable John G. Roberts Jr. as Circuit Justice
for the United States Court of Appeals for the Ninth
Circuit:

The opinion of the highest state court to review the merits
appears at Appendix-A to the petition. The Supreme Court of the
State of California, Petition for Review filed May 14, 2018; Denial
of Petition of Review filed June 13, 2018. This petition for review
follows the involuntary Dismissal, unpublished decision of the

Court of Appeal, of the State of California, Second Appellate District, Division Seven, (App.B) filed April 4, 2018; Denial Reconsideration May 4, 2018, (App.C); Lastly, The Superior Court of California County of Los Angeles Demurred Judgement filed October 5, 2017, (App.D). A copy of these opinions are attached to this petition as appendix A-P.

This Petition for review filed on May 14, 2018. Sherman Vickers is asking The Supreme Court of the United States to review a Judgement of the California Supreme Court for the Ninth Circuit, issued on June 13, 2018 (App. A), The Courts jurisdiction to review the California Supreme Court's Judgement rests on 28 U.S.C. § 1257(a).

An extension of time to file the petition for a writ of certiorari was granted too and including November 10, 2018, on September 18, 2018 in Application #18A270.

Also, An extension of time to file the petition for a writ of certiorari was granted on courts on motion too and including January 16, 2019, on November 16, 2018 case #18A270.

STATEMENT OF APPEALABILITY

This Appeal is from a final judgement of dismissal entered October 5, 2016 of the County of Los Angeles Superior Court . (App.E) Defendants served their notice of entry of judgement on September 19, 2016. (App.E) This appeal is authorized by the Code of Civil Procedure §904.1(a)(1). The judgement appealed from is final.

STATEMENT OF THE CASE

Plaintiff, Sherman Vickers (hereafter referred to as "Plaintiff") has been a Live-aboard Tenant at Marina del Rey Marina for 22 years, beginning September 17, 1992. During that time; the ownership of the Marina Hotel properties had been clouded by many issues; especially, during this transition from 2006 to 2014. During this time Plaintiff has suffered as a tenant; Where Defendants (ALMAR) Interfered, Stopped Plaintiffs' from accessing his Property and exercising Ownership, Tenant Right; eventually, Fraudulently taking Plaintiffs' property. Which result in these Causes of Action for which the Plaintiff has Plead.

Plaintiff's disabled, (always) current rental slip payments, and paid through January 2015, as a Live-aboard Tenant for 22 years, Defendants (ALMAR), converted his property. As Represented in the Pleading, the cause of actions of the Plaintiff for Conversion; Fraud- Misrepresentation; Intentional infliction of Emotional Distress; Breach of the Covenant of Quiet Enjoyment; Exemplary or Punitive Damages Causes of Actions. The purpose for Punitive (Exemplary) damages is to punish the Defendant(s) (ALMAR) for outrageous misconduct and to deter the Defendant(s) and others from similar misbehavior in the future. The nature of the wrong doing that justifies punitive damages is variable and imprecise. The aggravating circumstances typically refer to situations in which the defendant acted intentionally, maliciously or with utter disregard for the rights and interest of the Plaintiff. That's the definition of Exemplary, or Punitive damages. Special damages require specific Pleadings: Myers v. Stephens (1965) 233 Cal. App. 2d. 104, 120, 43.

All, Defendants (ALMAR) harassment, threats and intimidation, Conversion, Fraud, Infliction were done for the purpose on

influencing Plaintiff to vacate the Tenancy with the Marina del Rey Marina Anchorage & Boat Storage, and Slippage. The Acts of the Defendants (ALMAR, "IWF") as alleged constitute a violation of FHA: §818. [42 U.S.C. 3617]. The Court (Judge) abused its' Judicial Discretion, To wit, Reversible per se; that, this miscarriage of justice, erred judgement be reversed.

The court has used a version of this definition in deciding for awarding Punitive (Exemplary) damages:

"Conceding that as a general rule exemplary or punitive damages may not be recovered in actions for breach of contract, the court held that such damages were recoverable in *Kuiken v. Garrett* (1952) 243 Iowa 785, 51 NW2d 149, 41 ALR2d 1397, an action for breach of the implied covenant of quiet enjoyment based upon a series of harassing actions of the landlord in attempting to oust the tenant during the tenancy by the institution of various legal proceedings and by serving or causing to be served numerous notices to quit, the court observing that it did not appear that the objection that exemplary damages were not allowable in an action upon contract had been made at the trial. The court pointed out that in the present case malice of the landlord was shown and that, under such circumstances, an award of exemplary damages may be allowed, the theory being that the award is a punishment for the malice of the offender."

THE DEFENDANTS:

Petitioner/ Appellant/ Plaintiff, Sherman Vickers
v. Marina del Rey Marina et. al. Complaint is
composed of three sets of Defendants, with
separate Judgements by Demurrers:

1st. Set of Defendants, "IWF" (IWF MDR Hotel LP.); IWF MDR
Hotel LLC; Invest West Financial LLC;

On or about September 1992, Plaintiff entered into a written boat Anchorage Lease with Leaseholder MIPL dba. Marina del Rey Hotel.

Then on or about March 13, 2001, MIPL dba. Marina del Rey Hotel; Where all Lessees'(MIPL) Rights, Titles, and Interests, Obligations, Liabilities to Parcel #42, 43 Lease were assigned by Lessee ("MIPL") too "MGC Marina del Rey International"(MGCI) as Leaseholder;

Then on or about May 9, 2006; Where all Lessees' (MGC Marina del Rey International) Rights, Titles, and Interests, Obligations, Liabilities to Parcel #42, 43 Lease were assigned by Lessee ("MGCI") to "IWF" (IWF MDR Hotel, LP. IWF MDR Hotel, LLC., Invest West Financial LLC.,) .

1st. Set Defendant: IWF MDR Hotel LP; ("IWF"). Is and at all times mentioned in this Petition/Complaint was a Limited Partnership Company duly organized and existing under the laws of the State of California with its principal place of business in Los Angeles County, California. Leaseholder, to Parcel #42, and #43, Located in Marina del Rey CA.; 2006-2012 or through

2014; Thereafter, Leaseholder Parcel #42. The Entity to the “IWF” Partnership.

Defendant: IWF MDR Hotel LLC; (IWF). Is and at all times mentioned in this Petition/Complaint was a Limited Liability Company duly organized and existing under the laws of the State of California with its principal place of business in Los Angeles County, California. General Partner to the “IWF” Partnership.

Defendant: Invest West Financial LLC; (IWF). Is and at all times mentioned in this Petition/Complaint was a Limited Liability Company duly organized and existing under the laws of the State of California with its principal place of business in Los Angeles County, California. “Sole Member “to the “IWF” Partnership.

2nd. Set Defendant: MDR Marina L.P. (“MDRM”); Its’ Partners are MDR Marina LLC; Pacific Marine Development, Inc. Is and at all times mentioned in this Petition/Complaint was a Limited Partnership duly organized and existing under the laws of the State of California with its place of business in Los Angeles County, California. Leaseholder Parcel#43, May 2011 – Present, Or August 30, 2013 - Present, Located in Marina del Rey CA.

3rd. Set Defendant, Almar Management Inc. (ALMAR), Is and at all times mentioned in this Petition/Complaint was a Corporation duly organized and existing under the laws of the State of California with its place of business in Los Angeles County, California. D.B.A. Marina del Rey Marina; at 13524 Bali Way, Los Angeles, CA. 90292.

Where: #1. IWF MDR Hotel, LP. "The Partnership" "IWF" and Limited Partner; were assigned all Rights, Titles, and Interests, Obligations, Liabilities inclusive, by "MIPL", County of Los Angeles. Which includes; The Anchorage, and Slippage; where the Petitioner/Plaintiff had been, and maintained a Live-Aboard tenancy, Boat Slip Anchorage from 1992-2006 before, this new Leaseholder "IWF" too Parcel# 42, 43.

There were no other contractual document required by IWF; only to continue the previous written agreement from 1998, paying slip rental; they frequently increased Plaintiffs Boat Slip Rental Fees (which Plaintiff paid, always timely, Current).

Amenities and other Permitted "Premises" Uses with Tenancy: Hotel Room Rental Discount; Conference Center, Meeting Rooms, Spa/exercise facilities, Dining facilities & discount, Outdoor

swimming pool, Laundry facilities and other related and incidental uses as were originally specifically permitted Appellant/Plaintiff. Plaintiff previous Boat Slip Contract assigned with the new Leaseholders agreement – “IWF”, by prior Leaseholder “MGCI”.

“IWF” Hired ALMAR (Almar Management, Inc.) to Manage the Anchorage & Slippage, Docks 2006-2014.

Defendants’ Started Intimidating, Threatening, and/or interfering with Plaintiff in the exercise or enjoyment of, or on account of his having exercised or enjoyed, or on account of his having aided or encouraged any other person in the exercise or enjoyment of, any rights granted Plaintiff. “IWF” acting through their Agent and Property Manager: Almar Management, Inc. abused their authority as Leaseholders; Property Managers; Interrupting Plaintiff, whenever they saw Plaintiff. They lied to Plaintiff as to the cause for their interruptions, and when Plaintiff notified Defendants of hazards he saw around the Marina.

Defendants (ALMAR) exercised their Authority as Managing Agents to Leaseholder(s) (“IWF,” MDRM”) to interfere

with Petitioner/Plaintiff access to his property, and boat slip; this is a violation of Civil Code § 1567, 1568. (Molko v. Holy Spirit Assn' (1998) 46 Cal. 3d. 1092, 1122(252). The Court (Judge) abused its' Judicial Discretion, To wit, Reversible per se; that, this miscarriage of justice, erred judgement be reversed.

ALMAR has been past between Leaseholder(s) ("IWF", "MDRM"):

There have been many Contract, Amendments, Restatements, Options; One Agreement between IWF and "MDRM" Dates to May 2011 as "MDRM" as a Leaseholder. Another state August 2013 – Agreements, Restatements that Date: Assignments as "Leaseholder" to Parcel#43 August 30, 2013 (App.-F- G -H). This should be cleared by Discovery – which Plaintiff hasn't been able to Propound upon Defendant "IWF"; although, Petitioner/Plaintiff did Propounded to ALMAR- But Defendants ALMARS have failed to properly respond to plaintiffs Interrogatories & Request for Admissions; To the Point of being Non-Responsive. They were evasive incomplete, by their own Statements in their response..

Petitioner/Plaintiff ask Defendants "IWF" for documents in our required meet and confer, which Defendant "IWF" propounded a long list of question to Plaintiff; Defendants' "IWF" never replied

to Plaintiffs' meet and confer email request – asked with Plaintiffs completed answers to Defendants (of Plaintiffs two request of the Defendants: If Invest West Financial LLC. a signor partner with IWF MDR Hotel LP. as Listed signor on the Leaseholder agreement with the County Los Angeles one and the same signor he was representing in this claim).

All “Lessee’s (“IWF”) rights, title and interests under Pre-Expansion Parcel 43 Lease are being assigned by Lessee(“IWF”) to MDR Marina, LP. a California limited partnership (“MDRM”), an affiliate of Pacific Marina Development, Inc., and “MDRM” is assuming Lessee’s Obligations and Liabilities...” -That includes Live-Aboard Tenant: Plaintiff Sherman Vickers (APPEND-F); (“APPEND.-G; ALMAR” Exhibit- B Recording By County Los Angeles of Memorandum of Amended and Restated Lease Agreement Parcel 42-Marina del Rey, August 30, 2013 CT vol.4 pg.00701); Where Defendants try to confuse the Court, overlooking the facts stated in the allegations; Listing, Descriptions of the Defendants (“IWF”) in the Caption of the TAC. That IWF MDR Hotel, LP. is the name of the Limited Partnership; which entered into Leaseholder agreement with the

County of Los Angeles on August 30, 2013. (“APPENDIX-F” Exhibit-C Amendment Option Agreement Regarding Leasehold Interest (Parcel 43)(“Amendment”)) is dated as of November 12, 2014; Where, “MDRM” Partners are listed on that Leaseholders Agreement with the County of Los Angeles on CT vol.4 pg.00711); (“MDRM” EXHIBIT-A)Where: #1. MDR Marina, LP. “The Partnership” and Limited Partner; were assigned all Titles, Rights, Privileges, Liabilities inclusive, by “IWF”, County of Los Angeles. Which includes; The Anchorage, and Slippage; where the Plaintiff had been a Live-Aboard tenant for over 20 years. Here we are going far beyond the surface of the complaint. Plaintiff state Names of Prior Leaseholders, dates and terms of original contract in 1992; Then the new terms in 1998; Plaintiff previous Boat Slip Contract was carried over, grandfathered, Transferred, or assigned into the new Leaseholders agreement, by prior Leaseholder.

(“APPENDIX-G” Exhibit-D CT vol. pg.00716): Notice of Entry of Judgement Santa Monica Small Claim Case#09A02533 Decision Hon. Rex Minter, Judgement Entered October 27, 2009. Shows the Judgement on behalf of Sherman Vickers Plaintiff

against Marina del Rey Marina, LLC. Whom was seeking Authorization to conduct a Lien Sale of Sherman Vickers' Larson Cruiser Home Boat; for Storage fees of \$5,000; as a result of alleged Eviction, June 12, 2008(That the Small Claims Court found - never occurred or happened), to which; there was no court record of this allegation of Eviction by "IWF" property Manager and Agent ALMAR d.b.a Marina del Rey Marina, LLC); Sherman Vickers Prevailed. The Court (Judge) abused its' Judicial Discretion, To wit, Reversible per se; that, this miscarriage of justice, erred judgement be reversed.

(“APPENDIX-H” Exhibit-E CT vol.4 pg.718): DMV

Declaration of Opposition JUNE 22, 2009; Sherman Vickers Reply to Oppose Lien Sale of Plaintiff's Larson Boat by Marina del Rey Marina, LLC.; stating Sherman Vickers owed \$10,886.00 to MdrRM; therefore; Plaintiffs' Boats, that had been Chained to docks, answered to go to court, Set for OCT. 27, 2009.

(“APPENDIX-I” Description Exhibit-F CT vol.4 pg.00720):

Case#:09SS2533(09A02533) - Case Summary- Los Angeles County Superior Court- Small Claims Case, Filing by MdrRM: February 2, 2009; Plaintiff prevailed in the October 27, 2009,

Santa Monica Courthouse, hearing; Marina del Rey Marina, LLC. Filed with the Small Claims Court as a “LLC: but never was a LLC., Filed that Plaintiff owed Marina del Rey Marina LLC \$5,000.00; from Boat Storage occurring from Fraudulent alleged Eviction on June 12, 2008;), to which; there was no court record of this allegation of Eviction by Marina del Rey Marina, LLC; Sherman Vickers Prevailed. Hon. Judge Rex Minter judgement was that Sherman Vickers did not owe Marina del Rey Marina any money on their claim.

(“ALMAR” Exhibit-G “ALMAR” Property Manager Agent “ALMAR”(d.b.a Marina del Rey Marina) Conformed Complaint September 17, 2009 TAC CT vol.4 pg.00723-00725))

(“APPENDIX-K” Exhibit-H CT. vol.4 pg.00783): Case#:
11A00296 Ordered Destroyed (Purged from the System) - Case Summary- Los Angeles County Superior Court- Small Claims Case, Filing by MdrM: February. 2, 2011; file transferred to Inglewood Courthouse. The case number was Changed, and ordered Destroyed in less than 14 months, on April 16, 2012. After MdrM, Dismissed the Claim March 29, 2011; Without

Prejudice, and never notified the Plaintiff Sherman Vickers of their intentions or actions, against him. However, was granted authorization to Lien Sale Plaintiffs Sherman Vickers Boat on April 18, 2011(Without completing Service of Summons & Complaint), on the Plaintiff, or notifying Sherman Vickers to any legal procedures by them against Plaintiff Sherman Vickers; It was by chance, Plaintiff, called DMV that morning (April 17, 2011) following-up on some tasks: renewing Driver's License, Boat , Diny registration stickers; DMV agent notified Plaintiff, that: He wouldn't be able to renew the Larson Boat due to an imminent Lien; Shocked! Plaintiff asked for Lien Sale Dept. phone number; Called and talked to an agent there, transferred to their supervisor; Made then aware that Plaintiff prevailed in the October 27, 2009, hearing; they requested; Sherman Vickers fax them a copy of the Judgement, Plaintiff complied – same day, before the end of business; and they Cancelled the Lien Sale on Sherman Vickers' Larson Boat, scheduled the next morning of APRIL 18, 2011. EXHIBIT H shows the filed Claim Information, that Sherman Vickers, Plaintiff was never served; it also, shows it was destroyed (EXHIBIT H See attachment)

Plaintiffs Oppositions to Defendants Demurs:

(“IWF” Plaintiffs Opposition Defendants Demur JUN. 3, 2016, TAC CT vol.3 pg.00535) Too the 3rd. Amended Complaint):

Defendants’ Demurrer should be denied: Defendants’ attack is not based on the Facts in TAC:

Demurring Defendants’:

1. Defendants incorrectly Mixes, Small Claim Decision, which, Plaintiff Prevailed in 2009; with 2011 & 2014 factious(Factitious) Lien Sale. Defendants wrongly conclude a right to Take Plaintiffs Property (see “APPENDIX-G” Exhibit-D Entry Judgement Favor Plaintiff Sherman Vickers, Santa Monica Small Claim #09A02533 TAC CT vol.4 pg.00727). The Court (Judge) abused its’ Judicial Discretion, To wit, Judicial bias, Reversible per se; that, this “miscarriage of justice”, erred judgement be reversed.
2. Tentative to Third Amended Complaint errored, as stated Plaintiff:
 - a. Plaintiff Anchorage & Slip, Boat Storage Rental started September 1992 with Leaseholder MIPL dba. Marina del Rey Hotel. The Tentative states that (“MDRM” TAC Tentative CT JUN. 3, 2016 vol.4 pg.00775) Plaintiff alleges he entered into a written agreement to rent a dock slippage as a permanent live-aboard tenant with MdRM (Marina del Rey Marina), which Almar later began management of the lease,

- b. Tentative States "Plaintiff's lease expired and the nature of a decision rendered by the Los Angeles Superior Court to the Department of Motor Vehicles",
- i. Paraphrasing Plaintiff; This is an example of how the court is trying to hear a case by making up what it believes to have happened. There wasn't any hearing where these issues would have been examined. But this isn't even close in time, shows why our constitutions provide its citizens a right to redress the court with their complaints by a jury of its peers, The court reference to "Lease expires" is out of context: This was not in the TAC, it's in the Judicial Council form, PLD-C-001(3), "OC", FR-2 COA Fraud Misrepresentation, The Court (Judge) abused its' Judicial Discretion, To wit, Judicial Bias; Reversible per se; that, this miscarriage of justice, erred judgement be reversed. Where it asks the Plaintiff to list where Defendants made Misrepresentations of material Fact; where, Plaintiff Stated They misrepresented That Plaintiff didn't live at Marina del Rey Marina as a Live-aboard Tenant there for over 20years; So That Plaintiffs Property (Whom, had been a 20year Tenant with his Boat, Corvette, Dingy, Dock

Box, and Storage Property) could be taken away from Plaintiff, Attempting to Forcibly evict Plaintiff. The Court (Judge) abused its' Judicial Discretion, To wit, Judicial Bias; Reversible per se; that, this miscarriage of justice, erred judgement be reversed.

ii. The Tentative ("IWF" TENTATIVE MAR. 22, 2016 Demur to FAC and/or SAC CT. vol.2 pg.00284-286A): On Mar. 22, 2016 the Court sustained the Demur of IWF MDR Hotel LLC.; IWF MDR Hotel LP., and Invest West Financial Corp. Demurrer to the FAC and each cause of action stated within and struck the SAC as improperly filed without leave of the court,

iii. This one is wrong COA was sustained, but leave to amend was granted; the court still had the wrong Operative complaint. The Court (Judge) abused its' Judicial Discretion, To wit, Reversible per se; that, this miscarriage of justice, erred judgement be reversed.

3. A. Sham Pleadings: **This is not correct: Tentative, the court- Plaintiff entered into a lease MDRM on August 31, 1992 (FAC CT. vol.1 pg.00030 ¶4)** The Court (Judge) abused its' Judicial Discretion, To wit, Reversible per se;

that, this miscarriage of justice, erred judgement be reversed.);

i. My FAC States at (FAC CT. vol.1 pg.00030

¶12-14): On or about September 17, 1992

Plaintiff and Marina del Rey Hotel (Marina

International Ltd.) entered into a written

agreement by terms

ii. The Courts conclusion is not based upon the complaint- The Defendants Misled DMV Lien Department – DMV Reversed Defendants Fraudulent obtained Authorization a day before the Lien Sale because Plaintiff Prevailed (“APPENDIX-G” Exhibit-D Entry Judgement Favor Plaintiff Sherman Vickers, Santa Monica Small Claim #09A02533 TAC CT vol.4 pg.00727). The Court (Judge) abused its’ Judicial Discretion, To wit, Judicial Bias; Reversible per se; that, this miscarriage of justice, erred judgement be reversed.

And that Plaintiffs’ property was taken by judicial or quasi-judicial process (“IWF” FRAUD FAC CT.vol.1 pg.33-35 ¶¶29-36). This one is wrong also; There was never an Eviction, there was never a Lien Sale. (See “MDRM” Exhibit-D Entry Judgement Favor Plaintiff Sherman Vickers, Santa Monica Small Claim

#09A02533 TAC CT vol.4 pg.00727), also (see “IWF” Opposition of Plaintiff Sherman Vickers to Demurrer and Motion to Strike of Defendants to SAC CT. vol.2 pg.245-24 ¶¶ 4, 6, 11,12);. This is Judicial Bias; Reversible per se; especially since, Tentative Court is using the FAC for a SAC Demur on MAR.22, 2016: The Operative Complaint was the SAC.

- iii. (“IWF” FRAUD CT. vol.1 pg.00033 ¶¶ 32, 33, 34, 35) My Conformed FAC states:
“Defendants, Also, Misrepresented the facts of the California Superior Court decision to California DMV Lien Department; That, Plaintiff didn’t prevail, against the Defendants in their dispute in Small Claims Court in October 2009; So that the Defendants would be able to continue Lien Sale Plaintiffs Property: Larson Cruiser Home (1971), and its” contents.
¶ 33, The Truth is that the Plaintiff never gave Defendants, any notice of moving or terminating the lease. Plaintiff was never evicted by judicial process by Defendants. Defendants were never awarded by the Courts any order on Plaintiff.
¶ 34, When the Defendants made the representations; the Defendants knew they

were False. The Court (Judge) abused its' Judicial Discretion, To wit, Reversible per se; that, this miscarriage of justice, erred judgement be reversed.

¶35, The Defendants concealed or suppressed material facts as Follows:

The Truth; a finding in favor for Plaintiff (Sherman Vickers) from Small Claims Court October 2009; Stating, Plaintiff didn't owe Defendants anything.

Continuing: The Court Tentative: The Plaintiff appears to delete such allegations in an attempt to defeat the demurrer and such allegations are judicially noticed and Plaintiff cannot defeat the Demurrer by merely omitting allegations from the pleadings. Berman v. Bromberg (1997) 56 Cal.App.4th. 936..... Court was so wrong in every possible way.

**("IWF" Plaintiffs Opposition Defendants Demur
MAR. 22, 2016, FAC, SAC, INTRO CT vol.2 pg.00246)**

4.and on Defendants erroneous basis; that Defendants mistaken, or/and elude to from their own wrongful Factual conclusions,
5. 2. Then further on in the 2nd. Paragraph he brings up privilege: based upon protected activity..... "(i.e., eviction proceedings and lien sales based upon judgements from California court), "Defendants are eluding to facts

presented to from their own false conclusions; Misleading Los Angeles Superior Court. California Civil Code Section 47(b) doesn't apply in this instance.

6. #32 Plaintiff alleges that, "Defendants; Also, Misrepresented the facts of the California Superior Court decision too California DMV Lien Department; That, Plaintiff dispute in Small Claims Court October 2009;" That Misrepresentations" Proof, will be provided at a trial. 2009, Lien Sale was over turned, Canceled. Case was transferred to DMV Legal Department.
7. 4. Paragraph #33 States clearly that Plaintiff was never evicted by Judicial Process by Defendants. So, I don't know where Defendants get to a Privilege based on Eviction; That never happened.
8. 4. **Under B. Pertinent Allegations**, page#6 at Paragraph #4; Defendants incorrectly Mixes, Small Claim Decision, which, Plaintiff Prevailed in 2009; with 2014, which Defendants contrives some Fictitious Decision rendering by, Los Angeles Superior Court to the California DMV; as an eviction order to Evict Plaintiff in September and October 2014. Defendant falsely ties two completely different events together into something that never happened, and it is explicitly detailed in the Complaint "Plaintiff was never evicted by Judicial Process by Defendants." Also, each event is clearly dated, yet, he refuses the fact stated herein.
9. 5. **Under B. Pertinent Allegations**, page#6 at Paragraph #5 Defendant Refers to Plaintiffs Pleading Paragraph #37-39; Defendants left out that Behavior of Defendants too Plaintiff, That had been Harassing, Threatening, to induce Plaintiff "To Temporarily move to the Slip F-1029, across from F-830", not to clean his Dingy; to pay them money Plaintiff didn't owe, Calling Plaintiff demanding money.... Defendants never fulfilled their Promise to allow Plaintiff to return to F830. #41-It is; The Acts of the Defendants as alleged above constitute a Violation of Civil Code 1940.2 &

1940.6. That Defendants False, misleading, representations, hide the truth about Plaintiffs Property; for example: Defendants acted as Agent, or as Agency, Representative, Which had the authority to conduct or act as Owner to others.

10. 6. Under B. Pertinent Allegations, PAGE#6 AT Paragraph#6 Into the THIRD CAUSE OF ACTION. Plaintiffs Pleadings are quite explicit, and is clearly stated” Plaintiff claims...;Paragraph 42 – 52; at paragraph #48 Defendants
11. 7. Under B. Pertinent Allegations, Page#7 Into the FOURTH CAUSE OF ACTION. Plaintiffs Pleadings are quite explicit; Pleading explicitly states “Defendants”);]. It has been held that “a Plaintiff need not plead facts with specificity where the facts are within the knowledge and control of the defendant and are unknown to plaintiff” [Credit Managers Association of Southern California v. Superior Court, 51 Cal. App. 3d. 352, 361 (1975) citations omitted.] A demurrer.
12. 8. Under B. Pertinent Allegations; Then on page #9, under #3 – Defendants say Plaintiffs Causes of Action are Uncertain: in the 4th Paragraph; Defendant erroneously; States that, the 4th. Cause of Action is Devoid of any Charging allegations against any named Defendant. Pleading #72 State:
 - a. The Acts of the Defendants as alleged above constitute a violation of FHA: Sec. 818. [42 U.S.C. 3617]. The acts of the Defendants as alleged above constitute a violation of Civil Code 1940.2 & 1940.6
13. Under B. Pertinent Allegations; #4 Above - Page #10 Not in this Case. Defendants are still basing everything on his assumption that Defendants obtained a Court Order through a judicial proceeding and did a Lien Sale through

CA. DMV and their conduct is absolutely Privileged under California Law.

14. Under B. Pertinent Allegations; #5 - Page #10
Plaintiff Has Failed to Allege Sufficient Facts to State a Claim for FRAUD: He still hasn't let it go yet, but goes on to Corporate Employer: _

SUMMARY OF ARGUMENT

FIRST: PLAINTIFF The Standard of Review

Has a right for his complaint to be heard by a Jury - Code of Civil Procedure § 592, which grants the right to a jury trial for issues of fact in “actions for the recovery of specific, real, or personal property, with or without damages, or for money claimed as due upon contract, or as damages for breach of contract, or for injuries,”. Which the Demur of Defendants by Judge, Errored; where, Court Error irreparably Harming Appellant/Plaintiff. An error of fact is drawing a false inference from the Complaint and from believing the Demurrer of the Defendants; An issue that involves the resolution of a factual dispute or controversy is within the sphere of the decisions to be made by a jury at trial.

The Standard of review is Judicial Bias; Reversible per se, upon Prejudicial Error, which resulted in this miscarriage of justice upon Disabled, Plaintiff/Petitioner, Sherman Vickers.

Second: Due Process; Plaintiffs' Property was taken without due process of Law, Violation Plaintiff Constitutional Rights:

§ 1. Due process of law; USCA CONST Amend. XIV, § 1-
Due Proc Gum v. Fitzgerald 80 Mich.App. 234. The
previous case cite Gum v. Fritzgerald
No Hearing evidence supports the Courts findings. The
right to present evidence, including the right to call
witnesses, An unbiased tribunal. The denial of a fair
hearing.

Where court Errored irreparably Harming Plaintiff.

Plaintiffs' Property was taken without due process of Law,
Violation Plaintiff Federal & CA. Constitutional Rights. Plaintiff
rights were violated, No Trial; Demurs' not place for evidence;
doesn't supports the Plaintiffs Complaints. This is a violation of
14th Amendment, California Constitution article I § 16; Where
court Errored irreparably Harming Plaintiff.

The Los Angeles Superior Courts Miscarriage of Justice:
Blatantly going outside of the complaint and Ruling for
Defendants Fraudulent, Misrepresentation against Plaintiff
Sherman Vickers. Thereby, Defendants, Demurer denies Plaintiff
rights to Due Process. An error of fact, Where the Charges of
Plaintiff as stated in all of the Complaints are triable issues of
facts, are to be determined by a jury at trial. The Court (Judge)
abused its' Judicial Discretion, To wit, Reversible per se; that,
this miscarriage of justice, erred judgement be reversed.

Third: Courts findings does not support the Complaint
Appellant/Plaintiff. Court Acting outside of the Complaint. The

Court (Judge) abused its' Judicial Discretion, To wit, Reversible per se; that, this miscarriage of justice, erred judgement be reversed.

Fourth The Ruling is based upon Defendants/Respondents Errored "Sham Pleading": Plaintiff not having a right to his possession; Where the Court used Defendants Fictitious Eviction and Lien Sale. There never was any Eviction Proceedings; or Eviction order by any judicial process; There never was a Lien Sale by DMV. Plaintiff always maintained an Ownership Right to his possessions. As stated in all Plaintiffs Papers to the Court, and The Complaints. A Triable issue of Fact. The Court (Judge) abused its' Judicial Discretion, To wit, Judicial Bias, Reversible per se; that, this miscarriage of justice, erred judgement be reversed.

Fifth. The Appellant /Plaintiff is calling upon this Supreme Court for interpretation of relevant statute as a matter of law, and to determine whether or not the Court (Judge) abused its' Judicial Discretion, To wit, Reversible per se; that, this miscarriage of justice, erred judgement be reversed

REASONS FOR GRANTING THE WRIT

Irreparable Harm to Appellant Due to Both Courts - Civil Appeals Unit and 2DCA Misplaces Conformed NOC:

- (1) 2DCA Order of February 8, 2018, to dismissal, was due to Court Clerical error; The Remittitur may be stayed to permit the reviewing Court to correct an error due to the mistakes or the courts incomplete knowledge of the Facts. (See, e.g. . Krug v. Mechan (1951) 108 CA.2d. 416). As Appellant

was trying to fulfill their obligation, and responsibility, to present to the Appellate Court knowledge of Appellants case history and fulfill its burden to demonstrate error too The Supreme Court of the United States, because judgements and orders are assumed correct; The courts misplaces Appellants Motion "NOTICE OF CORRECTION REPLY RE: OMISSIONS IN THE CLERKS TRANSCRIPT FROM PLAINTIFFS' DESIGNATION OF RECORD TOO 2ND.DCA CASE#B278674 "MDRM" (see Attach-#3) . Which stays the briefing until the Superior Court; Civil Appeals Unit files the Supplemental to Clerk Transcript in the 2DCA. Appellant filing NOC (see Attach-#3) was witnessed, by others that followed from filing at Civil Appeals Unit, and the Front counter Clerk - that the Conformed NOC was submitted (see Attachment-#3; remembers Appellant request of the filing of Appellants conformed copy of same Noticed Motion filed in the Civil Appeals Unit along with other from an hour or less earlier; because, the Appellant requested the filing clerk of 2DCA to notify Division 7 Clerk that, they're notice of the filing is necessary to avoid Dismissal, and that a stay in the record of the Case is entered; But the notice is misplaced in both courts, Notice of Correction filed in both courts Dec. 29, 2017 (see Attach-#3); Which irreparably harmed Appellant. [See Marriage of Wilcox (2004) 124 CA4th 492, 498-499, 21 CR3d 315, 319; Stasz v. Eisenberg (2010) 190 CA4th 1032, 1039, 120 CR3d 21, 26; In re Valerie A. (2007) 152 CA4th 987, 1002-1003, 61 CR3d 403, 415; Denham v. Super.Ct. (Marsh & Kidder) (1970) 2 C3d 557, 564, 86 CR 65, 69.]

Appellant Contends that Two Courts Misplacing the same Conformed NOC Needs Attention, denied the ability to present the Courts Proceedings:

- (2) The Civil Appeals Unit completes, transmits a Supplemental to the Clerk Transcript January 16, 2018; which is errored in labeling and designated two different Cases, on the Cover; and the Clerks Certification of the Record mixed with another Requested Case Conformed NOC filed with the Civil Appeals Unit two weeks earlier December 13, 2017, of another Appeal. That the Appellant didn't notice until after Appellant filed the January 26, 2018,

Motion to Set-aside Dismissal, and Reinstate the Appeal (see Attachment-#2. The Motion was denied, for Failure to file Appellant Opening Brief. Failure of Appellant to file Opening Brief constitutes an abandonment of the appeal (¶ 9:270 ff.). [CRC 8.220(a)(1); Doran v. White (1961) 196 CA2d 676, 677, Appellant, contend that the Mistakes of two courts misplacing same conformed NOC needs attention, and the Order improvidently denied justice: ability to present the Court proceeding, which may provide grounds upon which the decision could be reversed or affirmed in their favor; and are an ingredient of the Constitutional Doctrine of Reversible Error. (3 Witkin, Cal. Procedure (1954) Appeal, § 79, pp. 2238-2239.)

Under a clerical error, mistake; errors as to the facts of the case: Clerks misplaced Conformed NOC Submitted

December 29, 2017, Filed Stamped received in both courts on same day (see Attachment#3) to both: Denied Motion to Set-aside Dismissal, Reinstate Appeal of February 8, 2018(see Attachment-#1); and file stamped Civil Appeal Unit and 2DCA Conformed NOC (see Attachment-#3. Which; On this showing of “good cause,” Appellants’ motion to obtain relief from the default by motion to vacate the dismissal. [CRC 8.140(b)(1), 8.60(d); see also ¶ 4:297]; and strong public policy favoring decision of Appeals on their merits. [Thornburg v. Rais (1950) 100 CA2d 735, 735-737, 224 P2d 806, 807]

An Error by Procedure of the Courts In Received NOC:

Reynolds v. E. Clemens Horst Co. (1918) 36 CA.529, 530 It does not appear that respondent will suffer any injury by a short delay in the execution of the judgement, whereas Appellant might suffer irreparable damages if the judgement should be carried into execution.(Eaton v. Cleveland Ry. Co. (C. C.) 41 Fed. 421.) Appellant seeks, to right, all the pain and make it all better; By having their day in court, denied by the Demurrers' errored judgement; Appellant Boat Home; Car, Dinghy, Storage Property; Dock Box Property taken without regard to 14th Amendment right too Due Process Law USCA Constitution Amend. XIV. §1- Due Process. Gum v. Fitzgerald 80 Mich. App. 234 Jun. 27, 2017.

Automatic Stay:

An Automatic Stay is in effect once an Appeal is filed, while the Appellant is Perfecting the Record on appeal.

An Automatic Stay is in effect until the Record on appeal is completed; or Appellate Court, should have granted an Automatic Stay upon his case to protect Appellate Courts Jurisdiction, thereof, until Applicants, Motion, (filed March 26, 2018); Notice of Correction RE Omissions to Clerk Transcript from Plaintiffs

Designation of Records: Judge's Final Ruling Sept. 12, 2016;
Judge's Final Ruling Jan. 11, 2017, requested, filed and stamped
received, by both courts, and Plaintiffs Designation of Records,
Filed December 2, 2018.

Time to obtain records; for the necessary time, that it
takes for Superior Court to process and gather the document;
prepare supplement to the Clerks Transcripts. Then adequate
time for Appellant to incorporate the information contained
within them into Appellant opening Brief.

While, Appellant was attempting to Perfect the Record on
Appeal; it was dismissed, before records request was completed
April 4, 2018, failure to file opening brief.

Noerr: The "Sham" Miscarriage of Justice:

The Court erroneously Rules Plaintiff didn't have a right
to his Property. This is not taken from the complaint; but taken
out of the context of the Cause of Action, which was: Fraud –
Misrepresentation, and upon the defendant actions which,
misrepresented to DMV Lien Department; which in reliance
there upon: Defendants misrepresentation, Fraudulently
Authorized a Lien sale to take Place on Apr. 18, 2011; Defendants

never notified Applicant of their action against him with DMV ,or of a Lien Sale, However, Petitioner/Applicant discovered it by chance calling DMV checking on vehicle registration on April 17, 2011, Talked with Lien Sale and was asked to Fax the Court Decision which was in Applicants' favor; and against Defendant "ALMAR" (dba Marina del Rey Marina), and the Lien Sale was reversed that day. There never was a Lien Sale, and Defendants fraud in 2011. Based upon Defendants' "ALMAR" Misrepresentation to the Lower court; And due to the discretion of the court; a miscarriage of justice upon Petitioner/Plaintiff. Where the "SHAM- Noerr-Pennington Doctrine" alleged by the Defendants (ALMAR, "IWF"), becomes a very good cause of action by Petitioner/Plaintiff for Noerr-Pennington and could've been made on the Defendants (ALMAR, "IWF").

Due Process:

Plaintiffs' Property was taken without due process of Law, Violation Plaintiff Federal & CA. Constitutional Rights. Plaintiff rights were violated, No Trial; Demurs' not place for evidence; doesn't supports the Courts findings. This is a violation of 14th Amendment, California

Constitution article I § 16; Where court Errored irreparably Harming Plaintiff.

As the result of the Miscarriage via Demurrer, Default-D dismissal; Plaintiffs 14th Amendment and the Due process violation at every court actions occurred to keep Applicant from putting his facts before a jury;

Miscarriage of Defendants’

Misrepresentation on the courts; the Superior Court Ruling on conclusions based upon that which is not in the complaint, where fictitious statement rather than that which is stated in the complaint is used against the Applicant; however, when Applicant points out to the court all of the abuses in the complaint of the Defendants’ it’s not mentioned.

Applicant is a Member of Protected Class:

This case presents substantial and important questions of law to Title V, and others cite from all the Complaints herein cited, Applicant is a member of a Protected Class; which needs to be addressed especially, since; In 2009, Defendants (ALMAR, “IWF”) chained and Converted Petitioner/Applicants Boat, taking Storage Property unwarrantedly; without due Process; In April

2011, Fraudulently, Misrepresented to California DMV to get a Fraudulent Authorization to continue a Lien Sale; and in 2014, again, Defendants (ALMAR, "IWF") took Petitioner/Plaintiff Boat, without due process; which was his home in the Marina for 22 years, Their action violated Petitioner/Plaintiff Sherman Vickers Constitutional Rights as a Protected class, from the charges herein, and were done for the purpose of influencing Plaintiff to vacate the Tenancy with ALMAR (dba Marina del Rey Marina) & "IWF".

Stated in Applicant/Plaintiffs Complaints in cause of actions for I.I.E.D (Intentional Infliction of Emotional Distress); Breach of Covenant of Quiet Enjoyment:

"40. The Acts of the Defendants as alleged above constitute a violation of FHA: Sec. 818. [42 U.S.C. 3617].

41. The acts of the Defendants as alleged above constitute a violation of Civil Code 1940.2 & 1940.6."

Conclusion:

The Los Angeles Superior Courts' "Miscarriage of Justice": Blatantly going outside of the complaint and Ruling for Defendants "Fraudulent Misrepresentations" against Plaintiff Sherman Vickers. In Alliance For The Wild Rockies v. Cottrell Appellees' claim against appellant was excepted from discharge because appellant displayed a false financial statement at a

meeting and appellees proved that they reasonably relied on that false statement Alliance For The Wild Rockies v. Cottrell, 632 F.3d 1127).

On the Issue of Privilege Protected allegations, and statements made under California Civil Code §47(b): of anything said, or made within the scope of a judicial proceeding, communications is Protected and not available.

Showing Defendants Fraud, Misrepresentation; that Defendants: Lied to DMV Lien Depart, to continue a two year old claim, where Plaintiff prevailed in Oct. 2009, to stop Defendants (in 2009) unwarranted abuses process attempt 2011, (Silberg, supra, 50 Cal.3d. at pp 215-216), (Rubin, supra, 4 Cal.4th. at pp. 1194-1195), (post-Judgement enforcement Brown, supra, 94 Cal.App.4th. pp. 49-50), Fraud Misrepresentation from Lien Sale Plaintiffs Boat; but again, a double standard is applied by the Court, Demurrer Defendant Fictitious Statement “Defendants secured the right to proceed with a Lien Sale by or through a proceeding before a court or the DMV Lien Department” is used as the Bases for Negating Plaintiffs COA Conversion, Fraud Misrepresentation, IIED(Intentional Infliction Emotional Distress). Also, Protected Privilege.

Even though they temporarily, obtained Fraudulent Authorization to conduct a liens Sale; on a date in the future April 18, 2011; That Fraudulent Lien Sale was reversed before it could be executed. Appellant/Plaintiff always maintained Ownership Rights. There never was a Lien Sale so There doesn't exist a Privilege CCCP §47(b).

Aggressive action that force you through Political, Legal, Emotional conduct provoke Law Suits for Business profits. Hype, Machismo

“IWF” ALMAR, d.b.a. Marina del Rey Marina Deprived Appellant/Plaintiff Sherman Vickers of Ownership Rights – Tenants Rights, Usage of his Property, and Tenancy; Out of

Malice, they put another Boat in Plaintiffs Boat Slip while they told Plaintiff that it's still having Maintenance on it.

“IWF” ALMAR its' agent dba Marina del Rey Marina acted intentionally and in concert to inflict distress, knowingly to cause Appellant/Plaintiff anxiety, take plaintiff property; and to maliciously pursue Appellant/Plaintiff civilly without probable cause to take Appellant Boat through “malicious prosecution” (See W. Keeton, D. Dobbs, R. Keeton, & D. Owen, Prosser and Keeton on Torts § 120, p. 892 (5th ed. 1984).

In regards to Noerr – Required requires the plaintiff to prove that the defendant lacked probable cause to institute an unsuccessful civil lawsuit and that the defendant pressed the action for an improper, malicious purpose. *Stewart v. Sonneborn*, 98 U.S. 187, 194, 25 L. Ed. 116 (1879); *Wyatt v. Cole*, 504 U.S. 158, 176, 118 L. Ed. 2d 504, 112 S. Ct. 1827 (1992) (REHNQUIST, C. J., dissenting); T. Cooley, *Law of Torts* *181.

It is faith in the Judicial system, our Laws, and our courts that judicate, and administers the laws. Unethical Conduct in the adjudicatory process act like a weed, which deter from what people trust as fundamental who we are and the Ideas to which we uphold in the Constitutions of our Country, and States (California) states

As demonstrated in *Christiansburg Garment Co. v. EEOC*, and *Accord, Hughes v. Rowe*, The court must remember that "even when the law or the facts appear questionable or unfavorable at the outset, a party may have an entirely

reasonable ground for bringing suit. After all that is what it's all about when trying to Suit are far more involved than its' façade". Christiansburg Garment Co. v. EEOC, 434 U.S. 412, 421-422, 54 L. Ed. 2d 648, 98 S. Ct. 694 (1978). Accord, Hughes v. Rowe, 449 U.S. 5, 14-15, 66 L. Ed. 2d 163, 101 S. Ct. 173 (1980)

Their Fraud, Intentional Infliction of Emotional Distress, Breach of Quiet Enjoyment: Due to major Hotel Renovation, Cutting of Utilities: Phone Line, power, water; Harassing Phone calls & Mail; Claiming Petitioner/Plaintiff, Owe them Money; Interrupted Petitioner/Plaintiff daily usage as a Tenant; peace enjoyment Walking & Waiting at the Gate for Petitioner/Plaintiff to arrive and Argue; They were responsible for; ...

Conversion of property Car, Intellectual Property, Storage Property, Dinghy, Boat, and by chaining Boat for 9-months to docks;

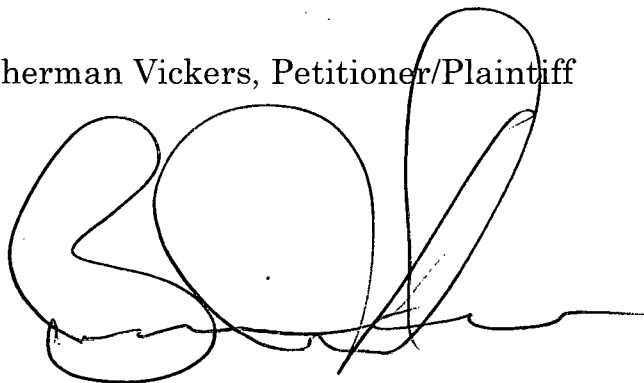
Thereby, Defendants ALMAR, Demurer denies Plaintiff rights to Due Process. An error of fact, Where the Charges of Petitioner/Plaintiff as stated in all of the Complaints are triable issues of facts, are to be determined by a jury at trial.

Thus, if the ruling was in error it is reversible per se as amounting to the denial of a fair hearing. Deeter v. Angus (1986) 179 CA3d 241,2 51, 224 CR 801, 806]. The court is acting beyond its jurisdiction in thereafter proceeding to judgment. (2 Witkin, Cal. Procedure (3d ed. 1985) Jurisdiction, § 240, p. 634.) Thus, a fair hearing is a requisite of due process; a denial of such hearing

is reversible error per se. (9 Witkin, Cal. Procedure (3d ed. 1985)
Appeal, § 364, p. 366.)

For these reasons, Sherman Vickers, Petitioner/Plaintiff
Respectfully Submits

Dated: January 15, 2019

A handwritten signature in black ink, appearing to read 'SOL' with a stylized flourish extending to the right.

SHERMAN VICKERS
IN PRO PER