

CONFIRMED COPY

OF ORIGINAL FILED  
Superior Court of California  
County of Los Angeles

JUL 14 2010

John A. Clarke, Executive Officer/Clerk

By RUGENA LOPEZ Deputy

1 Angel & Argentina Luevano  
2 3001 Kodiak St Apt 129  
3 Antioch CA 94531  
4 Tel: 925.813.2547  
5 Fax: 310.618.1950

6 Plaintiffs in propria persona

7  
8 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
9 COUNTY OF LOS ANGELES

10 Angel Luevano and Argentina  
11 Luevano,  
12 Plaintiff,

13 vs.

14 Benigno Diaz aka Benny  
15 Diaz, Rudy Rodriguez,  
16 Rebecca Sandoval, Beth  
17 Martinez, Henry Salazar,  
18 Ricardo Mendoza, Luis  
19 Roberto Vera, Jr.; League  
20 of United Latin American  
21 Citizens, a Texas  
22 corporation, Miguel  
23 Gonzalez aka Mike Gonzalez  
24 aka Michael Gonzalez, Santa  
25 Ana Security Services, Inc.  
26 and Does 1-150, inclusive,

27 Defendants,

28 League of United Latin  
American Citizens, a  
California corporation, as  
a defendant pursuant to  
Section 382 C.C.P.

Case No.:

COMPLAINT: BC441643

1. Declaratory Relief
2. Libel Per Se
3. Invasion of Privacy
4. Declaratory Relief
5. Injunctive Relief

PLAINTIFFS ALLEGE AS FOLLOWS:

1. Plaintiff Angel Luevano is a resident of the County of Contra Costa and the State of California. At all times relevant herein, he is and has been the Vice President for the Far West Region of the League of United Latin

1 American Citizens, a Texas corporation, and a  
2 member of the League of United Latin American  
3 Citizens, a California corporation.

4 2. Plaintiff Argentina Luevano is a resident of  
5 the County of Contra Costa and the State of  
6 California. At all times relevant herein, she  
7 is and has been the State Director of and a  
8 member of the League of United Latin American  
9 Citizens, a California corporation.

10 3. Defendant Benigno Diaz aka Benny Diaz is a  
11 resident of the County of Orange and of the  
12 State of California.

13 4. Defendant Rudy Rodriguez is upon the  
14 information and belief of Plaintiffs a resident  
15 of the County of San Benito and the State of  
16 California.

17 5. Defendant Rebecca Sandoval is a resident of the  
18 County of Sacramento and the State of  
19 California.

20 6. Defendant Beth Martinez upon the information  
21 and belief of Plaintiffs is a resident of the  
22 County of Orange and of the State of  
23 California.

24 7. Defendant Henry Salazar is a resident of the  
25 County of Los Angeles and of the State of  
26 California.

1 8. Defendant Ricardo Mendoza is a resident of the  
2 County of Orange and of the State of  
3 California.

4 9. Defendant Luis Roberto Vera, Jr. is upon the  
5 information and belief of Plaintiffs a resident  
6 of the County of Bexar and the State of Texas.

7 10. Defendant League of United Latin American  
8 Citizens, a Texas Corporation is headquartered  
9 in the District of Columbia.

10 11. Defendant League of United Latin American  
11 Citizens, a California Corporation,  
12 (hereinafter "LULAC California") is California  
13 Corporation #C181912 and is the sole qualified  
14 corporation by which Defendant League of United  
15 Latin American Citizens (National), a Texas  
16 corporation, purports to operate through in  
17 California. Article Three of this entity's  
18 Articles of Incorporation require it to be  
19 headquartered in the County of Los Angeles.  
20 LULAC California is a non-profit corporation  
21 organized and existing under the laws of  
22 California and qualified under Section 501(c)  
23 (4) of the 'Internal Revenue Code of 1986 (as  
24 amended), 26 U.S.C. §501(c) (4), as a  
25 corporation organized and operated for the  
26 purpose of enhancing educational and employment  
27 opportunities and the enhancement of civil  
28

1 rights for the benefit of the Hispanic  
2 community in the United States.

3 12. Defendant Miguel Gonzalez aka Mike Gonzalez aka  
4 Michael Gonzalez, hereinafter "Gonzalez," is a  
5 resident of the County of Orange and the State  
6 of California. At all times relevant herein  
7 Gonzalez is and was the owner and qualified  
8 manager of Santa Ana Security Services, Inc., a  
9 California corporation.

10 13. Defendant Santa Ana Security Services, Inc. is  
11 a California corporation in good standing,  
12 licensed by the Bureau of Security and  
13 Investigative Services as a Private Patrol  
14 Operator, headquartered in the County of  
15 Orange, State of California.

16 14. Does 1-39, inclusive, are any and all  
17 individuals whose true full names are unknown  
18 or not fully known to Plaintiffs, whose  
19 capacities were as voting delegates to the  
20 California State LULAC convention held in the  
21 County of Orange on or about May 23, 2010, who  
22 failed to tender payment for requisite delegate  
23 fees prior to voting at said convention.

24 15. Does 40-55 are any and all individuals whose  
25 true full names are not fully known to  
26 Plaintiffs, but who distributed and/or  
27 disseminated allegations from Exhibit 1  
28 (attached and incorporated herein by reference)

1 at the LULAC California convention on or about  
2 May 23, 2010.

3 16. Does 56-66 are any and all individuals who  
4 purport to be lawful voting ex-officio  
5 delegates and/or members of the LULAC  
6 California Board of Directors by virtue of  
7 their having been elected and/or appointed as  
8 LULAC California State Directors during the  
9 period LULAC California's Franchise Tax Board  
10 suspension in 1958 up and until the restoration  
11 of LULAC California's corporate status.

12 17. Does 67-150 inclusive are individuals and  
13 entities whose true full names and capacities  
14 are unknown or not fully known to Plaintiffs,  
15 who elect to sue them under the fictitious name  
16 of Doe, until such time as this Complaint can  
17 be amended pursuant to Section 474 C.C.P.

18 18. The defendants and each of them in doing the  
19 acts and omissions alleged herein acted as the  
20 agents, employees, and/or co-conspirators of  
21 each other according to a common purpose and/or  
22 plan the objectives of which included but are  
23 not limited to seizing control of LULAC  
24 National and LULAC California and to  
25 maliciously damage the reputations of those  
26 opposing them by spreading falsehoods, abusing  
27 their powers and authority, and by other  
28 unlawful means.



1 Luevano that LULAC California continued to  
2 conduct business in violation of California law  
3 and in violation of Article I of the LULAC  
4 National Constitution which provides that all  
5 state affiliates of LULAC National must be  
6 incorporated with their state business  
7 licensing authorities.

8 23. On or about May 21-23, 2010, LULAC California  
9 held its annual Convention for the purpose of  
10 adopting policy resolutions and electing new  
11 officers in the County of Orange, State of  
12 California.

13 24. On or about May 21, 2010, Defendant Vera,  
14 acting under color of authority by virtue of  
15 his position as national "legal adviser" to  
16 National LULAC, purported to act as National  
17 LULAC's "general counsel," and purported by way  
18 of an e-mail (Exhibit 1, attached and  
19 incorporated herein by reference) drafted on  
20 May 21 but not sent until May 23 to Plaintiff  
21 Angel Luevano to suspend from LULAC membership  
22 Plaintiff Angel Luevano and Plaintiff Argentina  
23 Luevano (hereinafter collectively the "Luevano  
24 Plaintiffs"). This e-mail was also sent openly  
25 to five (5) other LULAC National officials and  
26 apparently was 'blind carbon copied' ("BCC") to  
27 various persons at the California LULAC  
28 convention who were internal political

1       opponents of the Luevano Plaintiffs, who in  
2       turn began distributing and disseminating (Does  
3       40-55) its content to delegates at the  
4       convention prior to voting commencing.

5       25. At all times relevant herein, Defendant Vera  
6       lacked any authority whatsoever to suspend the  
7       membership rights of any member of LULAC in the  
8       absence of authority of the National Executive  
9       Board of LULAC.

10      26. At all times relevant herein, Defendant Vera  
11      had actual knowledge that California law  
12      provides that membership rights of a member of  
13      a non-profit public benefit corporation cannot  
14      be suspended without notice and an opportunity  
15      to refute allegations leveled against a member.

16      27. At all times relevant herein Defendant Vera  
17      knew or should have known that the only  
18      theoretical culpability of Plaintiff Angel  
19      Luevano for the acts and omissions Vera alleged  
20      to have occurred in Exhibit 1 was the fact that  
21      Angel Luevano is married to Argentina Luevano.  
22      At all times relevant herein, Defendant Vera  
23      chose to make his notification to the Luevano  
24      Plaintiffs only through Plaintiff Angel Luevano  
25      due to malicious and oppressive reasons,  
26      including but not limited to sexism and/or  
27      mysogeny.  
28

1 28. The acts and omissions of Defendant Vera were  
2 done as overt acts of the conspiracy alleged in  
3 paragraph 17 of this complaint.

4 29. At all times relevant herein Does 56-66  
5 participated in voting at the May 23, 2010  
6 LULAC California election at the convention as  
7 ex-officio delegates by reliance on their  
8 purported service within LULAC while it was a  
9 suspended corporation whose conduct of business  
10 during their tenure as "State Directors" was  
11 done in violation of public policy.

12 30. An actual controversy exists within LULAC  
13 between the Plaintiffs and the Defendants  
14 herein on the following issues:

15 (a) The legitimacy of the ex-officio status of  
16 past state directors (Does 56-66) of LULAC  
17 whose service was done while LULAC California  
18 was a suspended corporation;

19 (b) The legitimacy of the votes cast by Does 1-39  
20 and Defendant Gonzalez whose delegate status  
21 was dependent upon the payment of a check  
22 from Defendant Santa Ana Security Services,  
23 Inc., a check which was dishonored by the  
24 bank due to a stop-payment order by Defendant  
25 Gonzalez after the voting had taken place;

26 (c) The authority or lack thereof of Defendant  
27 Vera and/or LULAC National to suspend the  
28 membership rights of members of LULAC

1 California in violation of the provisions of  
2 the LULAC Constitution;

3 (d) The authority or lack thereof of Defendant  
4 Vera and/or LULAC National to suspend the  
5 membership rights of members of LULAC  
6 California in violation of the provisions of  
7 the California Non-Profit Public Benefit  
8 Corporation Act;

9 (e) The legitimacy of the May 23, 2010 election  
10 of LULAC California.

11 31. A judicial determination of these controversies  
12 is necessary and desirable to vindicate the  
13 public policies of the State of California and  
14 to vindicate the rights of the Plaintiffs  
15 pursuant to the California Non-Profit Public  
16 Benefit Act.

17 **SECOND CAUSE OF ACTION**

18 **LIBEL PER SE**

19 **(Against all Defendants)**

20 32. Within the Second Cause of Action for Libel Per  
21 Se, Plaintiff reincorporates and re-alleges as  
22 though fully set forth herein each and every  
23 allegation contained within the preceding  
24 paragraphs 1-31, inclusive.

25 33. At all times relevant herein, Defendant Vera  
26 knew that Plaintiff Angel Luevano was the Vice  
27 President for the Far West Region of LULAC  
28 National and a member of LULAC California.

1 34. At all times relevant herein, Defendant Vera  
2 knew that Plaintiff Argentina Luevano was the  
3 State Director of LULAC California.

4 35. At all times relevant herein, Defendant Vera  
5 knew that the acts and omissions alleged in  
6 Exhibit 1 fell within the course and scope of  
7 the duties of Plaintiff Argentina Luevano and  
8 not within the course and scope of the duties  
9 of Angel Luevano.

10 36. At all times relevant herein Defendant Vera  
11 knew that the allegations he made in Exhibit 1  
12 against the Luevano Plaintiffs called into  
13 question their qualifications to hold office  
14 within LULAC National and LULAC California.

15 37. The allegations made in Exhibit 1 are either  
16 untrue and/or exaggerated and/or intentionally  
17 portrayed out of context. At all times  
18 relevant herein, Defendant knew that the  
19 allegations he leveled against the Luevano  
20 Plaintiffs were untrue and/or exaggerated  
21 and/or intentionally portrayed out of context.

22 38. At all times relevant herein, Defendant Vera  
23 had no right nor obligation to disseminate  
24 Exhibit 1 to any person other than the  
25 President of LULAC National and/or the  
26 Secretary of LULAC National and/or the  
27 Executive Director of LULAC National.  
28 Defendant Vera intentionally distributed

1 Exhibit 1 to persons at the LULAC California  
2 convention for the express purpose of  
3 interfering with the LULAC California elections  
4 and to favor a faction that he personally  
5 supported and with which he conspired to  
6 interfere in and influence the LULAC California  
7 election.

8 39. In doing the acts and omissions herein,  
9 Defendant Vera and his co-conspirators acted  
10 within the course and scope of their agency  
11 with LULAC National. The acts and omissions of  
12 these defendants were un-privileged and  
13 actually malicious and oppressive as to the  
14 rights of the Luevano Plaintiffs.

15 40. Plaintiffs bring suit for general damages  
16 according to proof against the Defendants and  
17 wherein, the acts and omissions of the  
18 Defendants were malicious and oppressive,  
19 Plaintiff bring suit for punitive and exemplary  
20 damages according to proof.

21 **THIRD CAUSE OF ACTION**

22 **INVASION OF PRIVACY**

23 **(Against all Defendants)**

24 41. Within the Third Cause of Action for Invasion  
25 of Privacy, Plaintiffs reincorporate and re-  
26 allege by reference each and every allegation  
27 contained within the preceding paragraphs 1-40,  
28 inclusive as though fully set forth herein.

1 42. At all times relevant herein, Plaintiffs were  
2 entitled to all the protections afforded by  
3 Section 5341 of the California Corporations  
4 Code.

5 43. Section 5341 of the California Corporations  
6 Code requires that any suspension of membership  
7 in a Non-Profit Public Benefit Corporation be  
8 done in a manner which is fair and reasonable.  
9 Any procedure which fails to respect the  
10 personal privacy of any member accused of  
11 misconduct and/or which disseminates the  
12 accusations against members prior to providing  
13 them with an opportunity to be heard and defend  
14 themselves is inherently unfair and  
15 unreasonable. The manner in which Defendant  
16 Vera disseminated Exhibit 1 with the result  
17 that it was made available to internal  
18 political opponents of the Luevano Plaintiffs  
19 immediately prior to the LULAC California  
20 election was unfair, unreasonable, and a  
21 violation of the Plaintiffs' legal and common  
22 law privacy rights.

23 44. Plaintiffs have suffered and bring suit for  
24 general damages according to proof and wherein  
25 the conduct of the Defendants was actually  
26 malicious, constituted a malicious disregard  
27 for Plaintiffs' rights, and was oppressive,  
28

1 Plaintiffs bring suit for punitive and  
2 exemplary damages.

3 **FOURTH CAUSE OF ACTION**

4 **DECLARATORY RELIEF**

5 **(Against Defendants Santa Ana Security Services,**  
6 **Inc., Miguel Gonzalez, and Does 77-80, inclusive)**

7 45. Within the Fourth Cause of Action for  
8 Constructive Fraud, Plaintiffs reincorporate  
9 and re-allege as though fully set forth herein  
10 each and every allegation contained within the  
11 preceding paragraphs 1-44, inclusive.

12 46. On or about May 22, 2010, Defendant Gonzalez  
13 tendered payment of \$800.00 to LULAC California  
14 by way of a check drawn on the account of Santa  
15 Ana Security Services, Inc. for the express  
16 payment of forty (40) delegate fees for various  
17 LULAC California councils to vote at the LULAC  
18 California Convention on May 23, 2010,  
19 including his own delegate fee. Gonzalez then  
20 proceeded to run as a candidate in the LULAC  
21 elections and to urge persons whose fees he had  
22 paid to support him and other candidates in the  
23 LULAC California election. Defendant Gonzalez  
24 was defeated in his own election effort but  
25 candidates that he threw his support to  
26 received more votes than other candidates and  
27 were elected with support from delegates whose  
28

1 legitimacy depended upon his payment of \$800.00  
2 for their delegate fees.

3 47. Subsequent to the election at the LULAC  
4 California convention, Defendant Gonzalez  
5 stopped payment on the aforementioned \$800.00  
6 check.

7 48. The convention parliamentarian, upon learning  
8 of the stop-payment on the \$800.00 check and  
9 upon request of Plaintiff Argentina Luevano,  
10 ruled that the stop-payment on the check  
11 effectively invalidated the election (see  
12 Exhibit 2).

13 49. Defendant Vera, purporting to act on behalf of  
14 LULAC National, purported to have the authority  
15 to rule that the LULAC California election was  
16 valid, that the delegates whose fees were paid  
17 via the aforementioned \$800.00 check were  
18 legitimate, and that Defendant Gonzalez was  
19 legitimate in stopping payment on the check by  
20 reason of a separate donation made towards  
21 unrelated expenses, i.e., as if it was  
22 legitimate to engage in barter for his own and  
23 other delegates' fees.

24 50. Plaintiffs bring suit for Declaratory Relief by  
25 the court to establish the following facts and  
26 conclusions of law:

27 (a) The legitimacy of the May 23, 2010 LULAC  
28 California election;

1 (b) That the stop-payment placed on the  
2 aforementioned check (Exhibit 3) by  
3 Defendant Gonzalez subsequent to its use to  
4 pay for delegate fees at the May 23, 2010  
5 LULAC California election constituted an  
6 act of dishonesty and/or fraud as the term  
7 is used in Section 7582.24 of the  
8 California Business & Professions Code.

9 **FIFTH CAUSE OF ACTION**

10 **INJUNCTIVE RELIEF AND DAMAGES**

11 **(Against all Defendants)**

- 12 51. Within the Fifth Cause of Action for Injunctive  
13 Relief, Plaintiffs reincorporate and re-allege  
14 by reference each and every allegation  
15 contained within the preceding paragraphs 1-50,  
16 inclusive as through fully set forth herein.
- 17 52. The delegates entitled to vote at the State  
18 Assembly have to be individual voting members  
19 of California LULAC, in good standing "as  
20 certified by the National Treasurer."
- 21 53. Each state officer is elected by securing a  
22 simple majority of all voting.
- 23 54. On or about May 23, 2003, in California,  
24 without authorization and without following the  
25 procedures outlined by the rules of LULAC  
26 National concerning elections and those  
27 traditionally followed to ensure an orderly and  
28 fair election (such as the delegates' approval

1 of the agenda, of the election procedures and  
2 of the resolution procedures), the Defendants  
3 and others proceeded to participate in an  
4 election that resulted in the purported  
5 election of the following Defendants to the  
6 following offices: Benigno Diaz, State  
7 Director, Rudy Rodriguez, Deputy State  
8 Director, Rebecca Sandoval, Deputy State  
9 Director Women, Beth Martinez, Deputy State  
10 Director Young Adult, Henry Salazar, Deputy  
11 State Director Senior, and Ricardo Mendoza,  
12 State Treasurer.

13 55. For, among others, the reasons stated in the  
14 First and Fourth Causes of Action the election  
15 held on May 23, 2010, was invalid, the  
16 Defendants were not properly and lawfully  
17 elected according to the Constitution and  
18 Bylaws of California LULAC, and they do not  
19 validly hold office in California LULAC.

20 56. Because no valid election was held as stated  
21 above, the Executive Board in office during the  
22 previous year is still California LULAC's  
23 Executive Board.

24 57. California LULAC is entitled to hold an  
25 election of the members of the Executive Board  
26 that its National Constitution and Bylaws  
27 mandate be elected, and to set a date, time and  
28 place for such election.

1 58. The invalidity of the May 23, 2010 election was  
2 known, or should have been known, to the  
3 Defendants, and the Defendants knew, or should  
4 have known, that their actions in holding the  
5 election and in thereafter holding themselves  
6 as duly elected officers of California LULAC  
7 would inevitably result, in California LULAC's  
8 having to bring this action and, in that  
9 connection, having to incur litigation and  
10 other related expenses.

11 59. Since May 23, 2010, in various states of the  
12 United States, including the State of  
13 California, the Defendants have sought  
14 financial contributions and have made public  
15 announcements claiming that they are the duly  
16 elected officers of California LULAC and have  
17 contacted persons and entities that do business  
18 with California LULAC.

19 60. Since May 23, 2010, through their claimed but  
20 invalid status as officers of California LULAC  
21 the Defendants:

22 (a) Have acquired information, knowledge and  
23 business opportunities from and through business  
24 contacts and connections developed by California  
25 LULAC before May 23, 2010;

26 (b) Have acquired information, knowledge and  
27 business opportunities from and through business  
28 connections and contacts that were rightfully

1 California LULAC's that came about after May 23,  
2 2010 in response to the Defendants' representing  
3 themselves as officers of California LULAC.

4 (c) Have exploited the information, knowledge and  
5 business opportunities heretofore mentioned for  
6 their own benefit and for the benefit of an entity  
7 or entities created by the Defendants to compete  
8 with California LULAC and to benefit from such  
9 information, knowledge and business opportunities.

10 (d) Have failed to inform California LULAC of  
11 their activities in connection with the  
12 information, knowledge and opportunities heretofore  
13 mentioned and to the contrary, have willfully  
14 refused and failed to furnish any information  
15 regarding those activities to California LULAC.

16 61. The damage thus resulting to California LULAC  
17 comprises the following:

18 (a) Irreparable damage that will irremediably  
19 cripple California LULAC's ability to carry on its  
20 business in California and elsewhere and cannot be  
21 adequately compensated for in damages unless the  
22 Defendants are enjoined from making further claims  
23 that they are the duly elected officers of  
24 California LULAC and, as such represent California  
25 LULAC, from in any other way interfering with the  
26 activities of California LULAC and from exploiting  
27 and taking advantage of California LULAC's business  
28 and other contacts; and

1 (b) Monetary damage resulting from the  
2 Defendants' causing California LULAC to lose  
3 funding and business opportunities from those  
4 persons and entities that have or will extend  
5 funding and business to the Defendants and to those  
6 entities formed by the Defendants to exploit those  
7 opportunities.

8 (c) Monetary damages flowing from the resulting  
9 financial inability on the part of California LULAC  
10 to carry out its aims and to offer the quality and  
11 quantity of training and other activities to its  
12 members and to the members of the Hispanic  
13 community that would have been offered in the  
14 absence of curtailed financial inflow.

15 (d) Loss of good will.

16 (e) Litigation and related expenses.

17 **WHEREFORE, the Plaintiff prays that the Court**  
18 **enter judgment against the Defendants, jointly and**  
19 **severally, as follows:**

- 20 1. **For judgment for the Plaintiffs and against the**  
21 **Defendants and each of them;**
- 22 2. **For Declaratory Relief as requested and set forth**  
23 **in the First and Fourth Causes of Action;**
- 24 3. **For general damages according to proof on the**  
25 **Second and Third Causes of Action;**
- 26 4. **For a Temporary Restraining Order, Preliminary**  
27 **Injunction, and Permanent Injunction on the Fifth**  
28 **Cause of Action**

1 (a) restraining the Defendants from claiming that  
2 they are officers of California LULAC,

3 (b) from in any way interfering with the business  
4 and affairs of California LULAC including  
5 contacting persons and entities that do business or  
6 that have done business or may hereafter do  
7 business with California LULAC, exploiting or  
8 taking advantage of California LULAC's business and  
9 other contacts, and generally, doing anything that  
10 may jeopardize California LULAC's relations and  
11 prospects with those persons and entities;

12 (c) award damages against the Defendants and each  
13 of them for the losses, expenses and damages that  
14 have been caused to California LULAC as a result of  
15 the Defendants' activities;

16 (d) order the defendants to disgorge all funds  
17 they, and their entities they have created have  
18 received from their exploitation of California  
19 LULAC's business and other opportunities;

20 (e) Set a date, time and place for the holding of  
21 the election of Executive Board members to hold  
22 office over the one year period following the  
23 election;

24 (f) award costs, interest and attorney's fees and  
25 such other relief as may be proper.  
26  
27  
28

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28



Angel Luevano



Argentina Luevano

**LULAC Membership Standing**

Sunday, May 23, 2010 7:56 AM

From: "Luis Vera Jr." &lt;lrqlaw@sbcglobal.net&gt;

To: "Angel Luevano" &lt;aamentor2000@aol.com&gt;

Cc: "Brent Wilkes" &lt;bwilkes@lulac.org&gt;, "Carolina Munoz" &lt;cmunoz@lulac.org&gt;, "Guadalupe Morales" &lt;Gmorales@lulac.org&gt;, "Roger Rocha Jr." &lt;rocha\_roger@msn.com&gt;, "Rosa Rosales" &lt;presidentrosales@lulac.org&gt;

TO: Angel and Argentina Luevano,  
Re: LULAC Members Not in Good Standing  
Date: Friday May 21, 1070

This is notice that both of you as Members of LULAC are not in Good Standing and all rights and privileges as members are immediately withdrawn. Therefore you are immediately prohibited from conducting any LULAC business or to use the LULAC name. This action is for the following reasons.

1. Your failure to comply with the boards directive and your promise to repay the thousands of dollars you spent for Puerto Rico charged to the LULAC account.
  2. Placing LULAC in a bad light with our partner hotel by failing to pay your state convention bill for 2009 and by again attempting to use the LULAC National credit account to charge your 2010 convention hotel bill.
- The business office is immediately instructed to not make any expenditures of any kind for each of you in regards to reimbursement or travel and expenses of any kind including the upcoming national convention. The membership office is instructed to not accept you as a member in good standing nor to recognize you as officers in LULAC nor to accept you as delegates. This directive will remain in effect until such time as you repay the full balance of your monetary debt to LULAC and debt caused by you in regards to your past and present state convention hotel bills.

Respectfully,

*Luis Roberto Vera, Jr.**Attorney and Counselor at Law**LULAC National General Counsel**1325 Riverview Towers**111 Soledad**San Antonio, Texas 78205-2260**Office (210) 225-3300**Fax (210) 225-2060**[lrqlaw@sbcglobal.net](mailto:lrqlaw@sbcglobal.net)*



Prevention Contact Center  
 MAC A0143-043  
 P.O. Box 7406  
 San Francisco, CA 94120-7406

05/25/10

CALIFORNIA LULAC INSTITUTE INC  
 3712 BRUNSWICK CT  
 SOUTH SAN FRANCISCO CA 94080-5205

Re: Account Number: XXXXXXXXXXXXXXX3928

Dear Customer:

We are delaying the availability of the funds from the check(s) described below because we believe the check(s) may not be paid. The reason for the hold and the date on which the funds will be available for withdrawal are also described below:

Deposit Date/ Total Deposit Amount	Amount Delayed	Hold Reason/ Date Funds Will Be Available
05/24/10 \$800.00	\$800.00	Payment was stopped 06/03/10

We will be holding these funds until the date(s) indicated above. A hold means that although the check amount is credited to your account, the funds are not available for your use (please refer to the last page of this letter for more information about a hold on your account). To avoid overdrawing your account and incurring overdraft fees, during this time please do not make withdrawals or write checks against these funds.

If the check(s) listed above is returned, we will mail a notice to you the same day and deduct the amount of the check(s) from your account. A deposit item return fee will also be deducted from your account for each check returned (unless your account does not assess a fee for returned checks). Please refer to your Account Fee and Information Schedule for the amount of the fee.

We understand the inconvenience that can occur when a check is returned. If you have questions regarding the availability of funds, please refer to the information on the last page of this letter or contact one of our representatives at the telephone number printed on your monthly account statement.

We appreciate your business and thank you for banking with Wells Fargo.

Sincerely,

Prevention Contact Center



Wells Fargo Business Online®

### View Returned Item

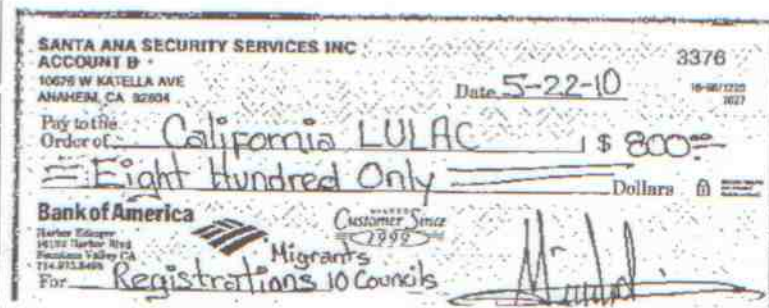
#### Original Deposit Information

Deposit Date	Description	Amount
05/24/10	Deposit	\$800.00

#### Returned Item Details (1 of 1 Images)

Return Date	Reason	Bank	Account#	Check#	Amount
05/28/10	Stop Pay	BK OF AMER NA	XXXXXX5531	3376	\$800.00

Note: The account number has been removed from the image(s) for security reasons. To obtain a full copy of the image, please send us a secure email or call us at 1-800-956-4442, 24 hours, 7 days a week.



Equal Housing Lender

© 1995 - 2010 Wells Fargo. All rights reserved.