

SUMMONS on First Amended Complaint
(CITACION JUDICIAL)

SUM-100

NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):

Benigno Diaz aka Benny Diaz, Rudy Rodriguez, Rebecca Sandoval, Beth Martinez aka Bethzabe Martinez, Henry Salazar aka Henry Salzer, Ricardo Mendoza, Luis Roberto Vera, Jr.; [continued on additional parties attachment]

YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):

Angel Luevano and Argentina Luevano

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

CONFIRMED COPY
ORIGINAL FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES

SEP 01 2011

John A. Clarke, Executive Officer/Clerk
BY Rugena Juliano Deputy
Rugena Juliano

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:

(El nombre y dirección de la corte es):
Los Angeles Superior Court
111 N Hill Street
Los Angeles CA 90012

CASE NUMBER: BC441643
(Número del Caso):

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
Angel & Argentina Luevano
3001 Kodiak St #129
Antioch CA 94531 925.813.2547 912.813.2178

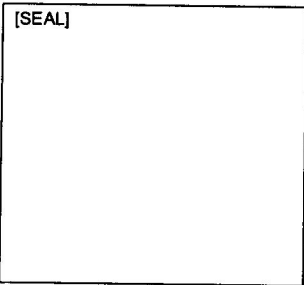
DATE:
(Fecha)

SEP 01 2011

JOHN A. CLARKE, CLERK
(Secretario)

Rugena Juliano, Deputy
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).



NOTICE TO THE PERSON SERVED: You are served

- as an individual defendant.
- as the person sued under the fictitious name of (specify):
- on behalf of (specify):
under: CCP 416.10 (corporation) CCP 416.60 (minor)
 CCP 416.20 (defunct corporation) CCP 416.70 (conservatee)
 CCP 416.40 (association or partnership) CCP 416.90 (authorized person)
 other (specify):
- by personal delivery on (date):

SHORT TITLE:

Luevano et al vs Diaz et al

CASE NUMBER:

BC 441643

INSTRUCTIONS FOR USE

- ▶ This form may be used as an attachment to any summons if space does not permit the listing of all parties on the summons.
- ▶ If this attachment is used, insert the following statement in the plaintiff or defendant box on the summons: "Additional Parties Attachment form is attached."

List additional parties (*Check only one box. Use a separate page for each type of party.*):

Plaintiff Defendant Cross-Complainant Cross-Defendant

League of United Latin American Citizens, a Texas corporation, Miguel Gonzalez aka Mike Gonzalez aka Michael Gonzalez, Santa Ana Security Services, Inc.; League of United Latin American Citizens (a de facto California Unincorporated Association), Michelle S. Luna aka Mickie Luna, PUERTO RICO, an unincorporated organized territory of the United States of America; New Progressive Party aka Partido Nuevo Progresista de Puerto Rico; Luis Guillermo Fortuño Burset, and Does 1-150, inclusive,

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

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

CONFORMED COPY
ORIGINAL FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES

SEP 01 2011

7 SUPERIOR COURT OF THE STATE OF CALIFORNIA
8 COUNTY OF LOS ANGELES
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Angel Luevano and Argentina
Luevano,
Plaintiffs,
vs.

Case No.: BC 441643

FIRST AMENDED COMPLAINT
UNDER SECTION 472 C.C.P.

Benigno Diaz aka Benny
Diaz, Rudy Rodriguez,
Rebecca Sandoval, Beth
Martinez aka Bethzabe
Martinez, Henry Salazar aka
Henry Salzer, Ricardo
Mendoza, Luis Roberto Vera,
Jr.; League of United Latin
American Citizens, a Texas
corporation, Miguel
Gonzalez aka Mike Gonzalez
aka Michael Gonzalez, Santa
Ana Security Services,
Inc.; League of United
Latin American Citizens (a
de facto California
Unincorporated
Association), Michelle S.
Luna aka Mickie Luna,
PUERTO RICO, an
unincorporated organized
territory of the United
States of America; New
Progressive Party aka
Partido Nuevo Progresista
de Puerto Rico; Luis
Guillermo Fortuño Burset,
and Does 1-150, inclusive,

Defendants,

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

1. Declaratory Relief
2. Libel Per Se
3. Invasion of Privacy
4. Declaratory Relief
5. Injunctive Relief
6. 42 USC 1981
7. 42 USC 1983
8. 42 USC 1985
9. 42 USC 1986
10. Unruh Civil Rights
Act (Sections 51 and 52 of
the California Civil Code)

John A. Charles, Executive Officer/Clerk
BY  Deputy
Regina Juliano

1 **PLAINTIFFS ALLEGE AS FOLLOWS:**

2
3 1. Plaintiff Angel Luevano is a resident of the
4 County of Contra Costa and the State of California.
5 At all times relevant herein, he is and has been the
6 Vice President for the Far West Region of the League
7 of United Latin American Citizens, a Texas
8 corporation, and a member of the League of United
9 Latin American Citizens, a California corporation.

10 2. Plaintiff Argentina Luevano is a resident of
11 the County of Contra Costa and the State of
12 California. At all times relevant herein, she is and
13 has been the State Director of and a member of the
14 League of United Latin American Citizens, a
15 California corporation.

16 3. Defendant Benigno Diaz aka Benny Diaz
17 (hereinafter Diaz) is a resident of the County of
18 Orange and of the State of California.

19 4. Defendant Rudy Rodriguez (hereinafter
20 Rodriguez) is upon the information and belief of
21 Plaintiffs a resident of the County of Santa Clara
22 and the State of California.

23 5. Defendant Rebecca Sandoval (hereinafter
24 Sandoval) is a resident of the County of Sacramento
25 and the State of California.

26 6. Defendant Beth Martinez aka Bethzabe Martinez
27 (hereinafter Martinez) upon the information and
28

1 belief of Plaintiffs is a resident of the County of
2 Orange and of the State of California.

3 7. Defendant Henry Salazar aka Henry Salzer
4 (hereinafter Salzer) is a resident of the County of
5 Los Angeles and of the State of California.

6 8. Defendant Ricardo Mendoza (hereinafter
7 Mendoza) is a resident of the County of Orange and of
8 the State of California.

9 9. Defendant Luis Roberto Vera, Jr. (hereinafter
10 Vera) is upon the information and belief of
11 Plaintiffs a resident of the County of Bexar and the
12 State of Texas.

13 10. Defendant League of United Latin American
14 Citizens, a Texas Corporation (hereinafter National
15 LULAC) whose charter has been revoked by the State of
16 Texas and whose rights in California have been
17 revoked, is headquartered in the District of
18 Columbia.

19 11. Defendant League of United Latin American
20 Citizens, a California Corporation, (hereinafter
21 California LULAC) is California Corporation #C181912
22 and is the sole qualified corporation by which
23 Defendant League of United Latin American Citizens
24 (National), a Texas corporation, purports to operate
25 through in California. Article Three of this
26 entity's Articles of Incorporation require it to be
27 headquartered in the County of Los Angeles. LULAC
28 California is a non-profit corporation organized and

1 existing under the laws of California and qualified
2 under Section 501(c) (4) of the 'Internal Revenue
3 Code of 1986 (as amended), 26 U.S.C. §501(c) (4), as
4 a corporation organized and operated for the purpose
5 of enhancing educational and employment opportunities
6 and the enhancement of civil rights for the benefit
7 of the Hispanic community in the United States.

8 12. Defendant Miguel Gonzalez aka Mike Gonzalez
9 aka Michael Gonzalez, (hereinafter "Gonzalez") is a
10 resident of the County of Orange and the State of
11 California. At all times relevant herein Gonzalez is
12 and was the owner and qualified manager of Santa Ana
13 Security Services, Inc., a California corporation.

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

19 14. Defendant League of United Latin American
20 Citizens (a de facto California Unincorporated
21 Association) is the organization in fact which
22 purports to be an entity loyal to the administration
23 of Margie Moran, who in turn purports to be the
24 President of the League of United Latin American
25 Citizens whose corporate charter and rights have
26 respectively been revoked by the State of California
27 and Texas. Said entity purports that its President

28

1 is Defendant Diaz. This entity is hereinafter
2 referred to as De Facto LULAC.

3 15. Defendant Michelle S. Luna aka Mickie Luna
4 (hereinafter Luna) is a resident of the County San
5 Benito and of the State of California.

6 16. Defendant Puerto Rico, an unincorporated
7 organized territory of the United States, is a
8 "freely associated state" of the United States and is
9 a de facto colony of the United States. At all times
10 relevant herein, the government of Puerto Rico was
11 dominated by Defendant New Progressive Party aka
12 Partido Nuevo Progresista de Puerto Rico.

13 17. Defendant New Progressive Party aka Partido
14 Nuevo Progresista de Puerto Rico (hereinafter PNP) is
15 a political party of the de facto colony of Puerto
16 Rico.

17 18. Defendant Luis Guillermo Fortuño Burset
18 (hereinafter "Fortuno") is the Governor of Defendant
19 Puerto Rico, a member of Defendant PNP, and is a
20 member of the Republican National Committee of the
21 United States of America (EEUU). At all times
22 relevant herein, Defendant Fortuno was a government
23 official as the term is defined and used in Title I,
24 Chapter I, Section 18 of the Puerto Rico statutes.

25 19. Does 1-39, inclusive, are any and all
26 individuals whose true full names are unknown or not
27 fully known to Plaintiffs, whose capacities were as
28 voting delegates to the California State LULAC

1 convention held in the County of Orange on or about
2 May 23, 2010, who failed to tender payment for
3 requisite delegate fees prior to voting at said
4 convention.

5 20. Does 40-55 are any and all individuals whose
6 true full names are not fully known to Plaintiffs,
7 but who distributed and/or disseminated allegations
8 from Exhibit 1 (attached and incorporated herein by
9 reference) at the LULAC California convention on or
10 about May 23, 2010.

11 21. Does 56-66 are any and all individuals who
12 purport to be lawful voting ex-officio delegates
13 and/or members of the LULAC California Board of
14 Directors by virtue of their having been elected
15 and/or appointed as LULAC California State Directors
16 during the period LULAC California's Franchise Tax
17 Board suspension in 1958 up and until the restoration
18 of LULAC California's corporate status.

19 22. Does 67-150 inclusive are individuals and
20 entities whose true full names and capacities are
21 unknown or not fully known to Plaintiffs, who elect
22 to sue them under the fictitious name of Doe, until
23 such time as this Complaint can be amended pursuant
24 to Section 474 C.C.P.

25 23. The defendants and each of them in doing the
26 acts and omissions alleged herein acted as the
27 agents, employees, and/or co-conspirators of each
28 other according to a common conspiratorial purpose

1 and/or plan the objectives of which have included,
2 continue to include, and are ongoing, and are not
3 limited to seizing control of LULAC National and
4 LULAC California and to maliciously damage the
5 reputations of those opposing them by spreading
6 falsehoods, abusing their powers and authority, and
7 by other unlawful means.

8 24. In carrying out the aforementioned
9 conspiracy, the individual defendants and each of
10 them acted for the purpose of insuring that the aims
11 of Defendant New Progressive Party (hereinafter
12 "PNP") and the government of Defendant Puerto Rico at
13 such times as it was controlled by Defendant PNP,
14 would capture and maintain control of LULAC and its
15 subsidiary organizations and natural apparatus in
16 order to utilize the political influence and power of
17 LULAC to campaign in Washington, DC for statehood for
18 Puerto Rico. In carrying out this long term
19 conspiracy and its objectives, the Puerto Rican
20 government/PNP effort started out in 1994 in EL Paso
21 at at LULAC National Convention. Puerto Rico pulled
22 Presidential Candidate Belen Robles over the top by 1
23 vote. Defendant Puerto Rico brought in 325 delegates
24 to that convention, or 40% of the convention
25 delegates. In 1998, Puerto Rico pulled LULAC
26 Presidential Candidate Rick Dovalina over the top by
27 16 votes. Defendant Puerto Rico brought in 42% of the
28 delegates to that convention. Each of those

1 conventions had about 800 delegates. By 2002, Puerto
2 Rico had undergone an FBI cleansing and stayed out of
3 LULAC for Hector Flores' election. Defendant Puerto
4 Rico produced a total of 25 delegates to the 2006
5 convention, the convention that elected Rosa Rosales
6 for LULAC President. That convention had a total of
7 just 500 delegates.

8 25. Defendant Puerto Rico came back in 2010 at
9 the invitation of Rosales and Moran. They worked out
10 a strategy to have Defendant Puerto Rico finance both
11 island delegates and mainland delegates, a total that
12 would increase the convention numbers to 1,290, an
13 addition of over 700 delegates above the normal
14 number that attends national LULAC conventions.
15 Another tactic of this conspiracy was to solicit
16 Plaintiff Angel Luevano to run for LULAC president in
17 an effort to split and divide the vote for LULAC
18 National Secretary-Treasurer who was running for
19 President. When Plaintiff Angel Luevano declined to
20 run for President and declared his support for Jaime
21 Martinez, the aforementioned conspirators enlisted
22 another candidate to split the "mainland" vote
23 against Jaime Martinez's interests and in favor of
24 the Puerto Rican backed candidate, Margie Moran.

25 **FIRST CAUSE OF ACTION**
26 **Declaratory Relief**
27 **Against all Defendants**

28

1 26. Within the First Cause of Action for
2 Declaratory Relief, Plaintiffs reincorporate and re-
3 allege by reference each and every allegation
4 contained within the preceding paragraphs 1-25,
5 inclusive.

6 27. LULAC California was originally organized as
7 a California corporation on or about December 13,
8 1939 under the name "United Spanish American Workers
9 of America. On or about February 21, 1942, this
10 corporate entity, California Corporate file #C181912,
11 changed its name to the "League of United Latin
12 American Citizens."

13 28. Plaintiffs lack sufficient information or
14 belief to determine whether or not LULAC California
15 ever formally voted to affiliate with LULAC National,
16 however, Plaintiffs are informed and believe and
17 thereon allege that both LULAC California and LULAC
18 National have behaved as though the two organizations
19 were and are in fact affiliated to each other.

20 29. On or about 1958, LULAC California was
21 ordered suspended as to its lawful corporate status
22 by the California Franchise Tax Board. Plaintiffs
23 are informed and believe and thereon allege that
24 prior to the election of Plaintiff Angel Luevano that
25 LULAC California continued to conduct business in
26 violation of California law and in violation of
27 Article I of the LULAC National Constitution which
28 provides that all state affiliates of LULAC National

1 must be incorporated with their state business
2 licensing authorities.

3 30. On or about May 21-23, 2010, LULAC California
4 held its annual Convention for the purpose of
5 adopting policy resolutions and electing new officers
6 in the County of Orange, State of California.

7 31. On or about May 21, 2010, Defendant Vera,
8 acting under color of authority by virtue of his
9 position as national "legal adviser" to National
10 LULAC, purported to act as National LULAC's "general
11 counsel," and purported by way of an e-mail (Exhibit
12 1, attached and incorporated herein by reference)
13 drafted on May 21 but not sent until May 23 to
14 Plaintiff Angel Luevano to suspend from LULAC
15 membership Plaintiff Angel Luevano and Plaintiff
16 Argentina Luevano (hereinafter collectively the
17 "Luevano Plaintiffs"). This e-mail was also sent
18 openly to five (5) other LULAC National officials and
19 apparently was 'blind carbon copied' ("BCC") to
20 various persons at the California LULAC convention,
21 including but not limited to Defendant Luna, who were
22 internal political opponents of the Luevano
23 Plaintiffs, who in turn began distributing and
24 disseminating (Does 40-55) its content to delegates
25 at the convention prior to voting commencing.

26 32. At all times relevant herein, Defendant Vera
27 lacked any authority whatsoever to suspend the
28 membership rights of any member of LULAC in the

1 absence of authority of the National Executive Board
2 of LULAC.

3 33. At all times relevant herein, Defendant Vera
4 had actual knowledge that California law provides
5 that membership rights of a member of a non-profit
6 public benefit corporation cannot be suspended
7 without notice and an opportunity to refute
8 allegations leveled against a member.

9 34. At all times relevant herein Defendant Vera
10 knew or should have known that the only theoretical
11 culpability of Plaintiff Angel Luevano for the acts
12 and omissions Vera alleged to have occurred in
13 Exhibit 1 was the fact that Angel Luevano is married
14 to Argentina Luevano. At all times relevant herein,
15 Defendant Vera chose to make his notification to the
16 Luevano Plaintiffs only through Plaintiff Angel
17 Luevano due to malicious and oppressive reasons,
18 including but not limited to sexism and/or mysogeny.

19 35. The acts and omissions of Defendant Vera were
20 done as overt acts of the conspiracy alleged in
21 paragraph 17 of this complaint.

22 36. At all times relevant herein Does 56-66
23 participated in voting at the May 23, 2010 LULAC
24 California election at the convention as ex-officio
25 delegates by reliance on their purported service
26 within LULAC while it was a suspended corporation
27 whose conduct of business during their tenure as
28

1 "State Directors" was done in violation of public
2 policy.

3 37. An actual controversy exists within LULAC
4 between the Plaintiffs and the Defendants herein on
5 the following issues:

6 1. The legitimacy of the ex-officio status of
7 past state directors (Does 56-66) of LULAC whose
8 service was done while LULAC California was a
9 suspended corporation;

10 2. The legitimacy of the votes cast by Does 1-39
11 and Defendant Gonzalez whose delegate status was
12 dependent upon the payment of a check from Defendant
13 Santa Ana Security Services, Inc., a check which was
14 dishonored by the bank due to a stop-payment order by
15 Defendant Gonzalez after the voting had taken place;

16 3. The authority or lack thereof of Defendant
17 Vera and/or LULAC National to suspend the membership
18 rights of members of LULAC California in violation of
19 the provisions of the LULAC Constitution;

20 4. The authority or lack thereof of Defendant
21 Vera and/or LULAC National to suspend the membership
22 rights of members of LULAC California in violation of
23 the provisions of the California Non-Profit Public
24 Benefit Corporation Act;

25 5. The legitimacy of the May 23, 2010 election
26 of LULAC California.

27 38. A judicial determination of these
28 controversies is necessary and desirable to vindicate

1 the public policies of the State of California and to
2 vindicate the rights of the Plaintiffs pursuant to
3 the California Non-Profit Public Benefit Act.

4 **SECOND CAUSE OF ACTION**

5 **LIBEL PER SE**

6 **(Against all Defendants)**

7 39. Within the Second Cause of Action for Libel
8 Per Se, Plaintiff reincorporates and re-alleges as
9 though fully set forth herein each and every
10 allegation contained within the preceding paragraphs
11 1-38, inclusive.

12 40. At all times relevant herein, Defendant Vera
13 knew that Plaintiff Angel Luevano was the Vice
14 President for the Far West Region of LULAC National
15 and a member of LULAC California.

16 41. At all times relevant herein, Defendant Vera
17 knew that Plaintiff Argentina Luevano was the State
18 Director of LULAC California.

19 42. At all times relevant herein, Defendant Vera
20 knew that the acts and omissions alleged in Exhibit 1
21 fell within the course and scope of the duties of
22 Plaintiff Argentina Luevano and not within the course
23 and scope of the duties of Angel Luevano. As a
24 continuation of the conspiracy alleged herein and as
25 a follow up to the acts and omissions of Defendant
26 Vera, Defendant Luna orchestrated the publication and
27 dissemination of Exhibit 2.

28

1 43. At all times relevant herein the Defendants
2 knew that the allegations made in Exhibits 1 and 2
3 against the Luevano Plaintiffs called into question
4 their qualifications to hold office within LULAC
5 National and LULAC California.

6 44. The allegations made in Exhibits 1 and 2 are
7 either untrue and/or exaggerated and/or intentionally
8 portrayed out of context. At all times relevant
9 herein, Defendants knew that the allegations leveled
10 against the Luevano Plaintiffs were untrue and/or
11 exaggerated and/or intentionally portrayed out of
12 context.

13 45. At all times relevant herein, Defendants had
14 no right nor obligation to disseminate Exhibits 1 and
15 2 to any person other than the President of LULAC
16 National and/or the Secretary of LULAC National
17 and/or the Executive Director of LULAC National.
18 Defendant Vera intentionally distributed Exhibit 1 to
19 persons at the LULAC California convention for the
20 express purpose of interfering with the LULAC
21 California elections and to favor a faction that he
22 personally supported and with which he conspired to
23 interfere in and influence the LULAC California
24 election. Exhibit 2 was published to approximately
25 50 persons who were not entitled to receive it.

26 46. In doing the acts and omissions herein,
27 Defendants Vera, Luna and their co-conspirators acted
28 within the course and scope of their agency with

1 Defendant National LULAC and Defendant Puerto Rico.
2 The acts and omissions of these defendants were un-
3 privileged and actually malicious and oppressive as
4 to the rights of the Luevano Plaintiffs and done in
5 violation of Article II, Section 8 of the
6 Constitution of Puerto Rico and Title I, Chapter I,
7 Section 11 of the Puerto Rico statutes.

8 47. Plaintiffs bring suit for general and special
9 damages according to proof against the Defendants and
10 wherein, the acts and omissions of the Defendants
11 were malicious and oppressive, Plaintiff bring suit
12 for punitive and exemplary damages according to
13 proof.

14 **THIRD CAUSE OF ACTION**

15 **INVASION OF PRIVACY**

16 **(Against all Defendants)**

17 48. Within the Third Cause of Action for Invasion
18 of Privacy, Plaintiffs reincorporate and re-allege by
19 reference each and every allegation contained within
20 the preceding paragraphs 1-47, inclusive as though
21 fully set forth herein.

22 49. At all times relevant herein, Plaintiffs were
23 entitled to all the protections afforded by Section
24 5341 of the California Corporations Code and
25 Defendants, by reason of their agency acting as
26 confederates and co-conspirators with Defendant
27 Puerto Rico, were obliged to respect the privacy
28 rights of Plaintiffs, express and implicit, in the

1 Constitution of Puerto Rico, Article II, Sections 8
2 and 10.

3 50. Section 5341 of the California Corporations
4 Code requires that any suspension of membership in a
5 Non-Profit Public Benefit Corporation be done in a
6 manner which is fair and reasonable. Any procedure
7 which fails to respect the personal privacy of any
8 member accused of misconduct and/or which
9 disseminates the accusations against members prior to
10 providing them with an opportunity to be heard and
11 defend themselves is inherently unfair and
12 unreasonable. The manner in which Defendant Vera
13 disseminated Exhibit 1 with the result that it was
14 made available to internal political opponents of the
15 Luevano Plaintiffs immediately prior to the LULAC
16 California election was unfair, unreasonable, and a
17 violation of the Plaintiffs' legal and common law
18 privacy rights. Likewise the dissemination of
19 Exhibit 2 was done in a manner inconsistent with
20 California law and the LULAC Constitution.

21 51. At all times relevant herein, the standard
22 practice, custom, and policy concerning member
23 disciplinary actions, known as "impeachment" under
24 the LULAC National Constitution, was for all
25 proceedings to be done in private and with all
26 proceedings under the impeachment procedures
27 performed by the National Executive Committee in
28 Executive Session. As such, Plaintiffs had a

1 reasonable expectation of privacy for the treatment
2 of allegations of misconduct levelled against them.
3 The express provisions governing "impeachment"
4 procedures in LULAC is governed by Article VIII,
5 Section 8 of the LULAC National Constitution, and
6 provide that the initial communication concerning
7 impeachment be made "direct to the National
8 President," and all proceedings are done before the
9 National Executive Committee. Nothing in the
10 procedure outlined permits or even implies that it is
11 alright to distribute impeachment communications to
12 others than the National President or outside of the
13 National Executive Committee. The dissemination of
14 Exhibits 1 and 2 were done in violation of the
15 procedures and practices of LULAC as specified in the
16 LULAC Constitution.

17 52. Plaintiffs have suffered and bring suit for
18 general and special damages according to proof and
19 wherein the conduct of the Defendants was actually
20 malicious, constituted a malicious disregard for
21 Plaintiffs' rights, and was oppressive, Plaintiffs
22 bring suit for punitive and exemplary damages.

23 **FOURTH CAUSE OF ACTION**

24 **DECLARATORY RELIEF**

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

27 53. Within the Fourth Cause of Action for
28 Constructive Fraud, Plaintiffs reincorporate and re-

2 every allegation contained within the preceding
3 paragraphs 1-52, inclusive.

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

20 55. Subsequent to the election at the LULAC
21 California convention, Defendant Gonzalez stopped
22 payment on the aforementioned \$800.00 check.

23 56. The convention parliamentarian, upon learning
24 of the stop-payment on the \$800.00 check and upon
25 request of Plaintiff Argentina Luevano, ruled that
26 the stop-payment on the check effectively invalidated
27 the election (see Exhibit 3).

28

1 57. Defendant Vera, purporting to act on behalf
2 of LULAC National, purported to have the authority to
3 rule that the LULAC California election was valid,
4 that the delegates whose fees were paid via the
5 aforementioned \$800.00 check were legitimate, and
6 that Defendant Gonzalez was legitimate in stopping
7 payment on the check by reason of a separate donation
8 made towards unrelated expenses, i.e., as if it was
9 legitimate to engage in barter for his own and other
10 delegates' fees.

11 58. Plaintiffs bring suit for Declaratory Relief
12 by the court to establish the following facts and
13 conclusions of law:

14 I. The legitimacy of the May 23, 2010 LULAC
15 California election;

16 II. That the stop-payment placed on the
17 aforementioned check (Exhibit 4) by Defendant
18 Gonzalez subsequent to its use to pay for delegate
19 fees at the May 23, 2010 LULAC California election
20 constituted an act of dishonesty and/or fraud as the
21 term is used in Section 7582.24 of the California
22 Business & Professions Code.

23 **FIFTH CAUSE OF ACTION**

24 **INJUNCTIVE RELIEF AND DAMAGES**

25 **(Against all Defendants)**

26 59. Within the Fifth Cause of Action for
27 Injunctive Relief, Plaintiffs reincorporate and re-
28 allege by reference each and every allegation

1 contained within the preceding paragraphs 1-58,
2 inclusive as through fully set forth herein.

3 60. The delegates entitled to vote at the State
4 Assembly have to be individual voting members of
5 California LULAC, in good standing "as certified by
6 the National Treasurer."

7 61. Each state officer is elected by securing a
8 simple majority of all voting.

9 62. On or about May 23, 2003, in California,
10 without authorization and without following the
11 procedures outlined by the rules of LULAC National
12 concerning elections and those traditionally followed
13 to ensure an orderly and fair election (such as the
14 delegates' approval of the agenda, of the election
15 procedures and of the resolution procedures), the
16 Defendants and others proceeded to participate in an
17 election that resulted in the purported election of
18 the following Defendants to the following offices:
19 Benigno Diaz, State Director, Rudy Rodriguez, Deputy
20 State Director, Rebecca Sandoval, Deputy State
21 Director Women, Beth Martinez, Deputy State Director
22 Young Adult, Henry Salazar, Deputy State Director
23 Senior, and Ricardo Mendoza, State Treasurer.

24 63. For, among others, the reasons stated in the
25 First and Fourth Causes of Action the election held
26 on May 23, 2010, was invalid, the Defendants were not
27 properly and lawfully elected according to the

28

1 Constitution and Bylaws of California LULAC, and they
2 do not validly hold office in California LULAC.

3 64. Because no valid election was held as stated
4 above, the Executive Board in office during the
5 previous year is still California LULAC's Executive
6 Board.

7 65. California LULAC is entitled to hold an
8 election of the members of the Executive Board that
9 its National Constitution and Bylaws mandate be
10 elected, and to set a date, time and place for such
11 election.

12 66. The invalidity of the May 23, 2010 election
13 was known, or should have been known, to the
14 Defendants, and the Defendants knew, or should have
15 known, that their actions in holding the election and
16 in thereafter holding themselves as duly elected
17 officers of California LULAC would inevitably result,
18 in California LULAC's having to bring this action
19 and, in that connection, having to incur litigation
20 and other related expenses.

21 67. Since May 23, 2010, in various states of the
22 United States, including the State of California, the
23 Defendants have sought financial contributions and
24 have made public announcements claiming that they are
25 the duly elected officers of California LULAC and
26 have contacted persons and entities that do business
27 with California LULAC.

28

1 68. Since May 23, 2010, through their claimed but
2 invalid status as officers of California LULAC the
3 Defendants:

4 (a) Have acquired information, knowledge and
5 business opportunities from and through business
6 contacts and connections developed by California
7 LULAC before May 23, 2010;

8 (b) Have acquired information, knowledge and
9 business opportunities from and through business
10 connections and contacts that were rightfully
11 California LULAC's that came about after May 23,
12 2010 in response to the Defendants' representing
13 themselves as officers of California LULAC.

14 (c) Have exploited the information, knowledge and
15 business opportunities heretofore mentioned for
16 their own benefit and for the benefit of an entity
17 or entities created by the Defendants to compete
18 with California LULAC and to benefit from such
19 information, knowledge and business opportunities.

20 (d) Have failed to inform California LULAC of
21 their activities in connection with the
22 information, knowledge and opportunities heretofore
23 mentioned and to the contrary, have willfully
24 refused and failed to furnish any information
25 regarding those activities to California LULAC.

26 69. The damage thus resulting to California LULAC
27 comprises the following:

28

1 (a) Irreparable damage that will irremediably
2 cripple California LULAC's ability to carry on its
3 business in California and elsewhere and cannot be
4 adequately compensated for in damages unless the
5 Defendants are enjoined from making further claims
6 that they are the duly elected officers of
7 California LULAC and, as such represent California
8 LULAC, from in any other way interfering with the
9 activities of California LULAC and from exploiting
10 and taking advantage of California LULAC's business
11 and other contacts; and

12 (b) Monetary damage resulting from the
13 Defendants' causing California LULAC to lose
14 funding and business opportunities from those
15 persons and entities that have or will extend
16 funding and business to the Defendants and to those
17 entities formed by the Defendants to exploit those
18 opportunities.

19 (c) Monetary damages flowing from the resulting
20 financial inability on the part of California LULAC
21 to carry out its aims and to offer the quality and
22 quantity of training and other activities to its
23 members and to the members of the Hispanic
24 community that would have been offered in the
25 absence of curtailed financial inflow.

26 (d) Loss of good will.

27 (e) Litigation and related expenses.

28

1 rights under 42 USC 1981. The rights attacked by the
2 Defendants include Plaintiffs' rights to make and
3 enforce contracts, to sue, be parties, give evidence,
4 and to the full and equal benefit of all laws and
5 proceedings for the security of persons and property.

6 74. Plaintiffs have suffered and bring suit for
7 general and special damages according to proof and
8 wherein the conduct of the Defendants was actually
9 malicious, constituted a malicious disregard for
10 Plaintiffs' rights, and was oppressive, Plaintiffs
11 bring suit for punitive and exemplary damages.

12
13 **SEVENTH CAUSE OF ACTION**

14 **42 USC 1983**

15 **(Against all Defendants)**

16 75. Within the Seventh Cause of Action 42 USC 1983,
17 Plaintiffs reincorporate and re-allege by reference
18 each and every allegation contained within the
19 preceding paragraphs 1-74, inclusive as through fully
20 set forth herein.

21 76. At all times relevant herein, Plaintiffs
22 participated in National LULAC and California LULAC
23 as acts in furtherance of their constitutional right
24 to associate for the advancement of their beliefs
25 under the First Amendment to the United States
26 Constitution as well as to vindicate other
27 constitutional and legal rights.

28

1 overt acts and omissions in the course and scope of
2 their conspiracy:

3 (a) committed perjury in violation of Sections
4 118 and 125 of the California Penal Code in executing
5 declarations under penalty of perjury to fraudulently
6 waive the filing fees in the instant action herein
7 for Defendants, Diaz, Rodriguez, Mendoza, Gonzalez,
8 Santa Ana Security Services, National LULAC,
9 Martinez, Salzer, Sandoval, and Vera;

10 (b) Expended and distributed an estimated
11 \$1,000,000.00 in funds of Defendant Puerto Rico to
12 delegates to the National LULAC convention of 2010;

13 (c) Obstructed the investigation of the Federal
14 Bureau of Investigation (FBI) into the unlawful
15 expenditure of funds and the coercion of public
16 employees by the government of Defendant Puerto Rico;

17 (d) Unlawfully intimidated, attempted to
18 intimidate, and/or retaliated against Plaintiffs for
19 filing the instant action before the court;

20 (e) Violating Title I, Chapter I, Section 1 of
21 the Puerto Rican Statutes by requiring service of
22 government employees for a purpose not permitted by
23 law;

24 (f) Conspiring to violate and violating Title I,
25 Chapter I, Sections 13 and 14 of the Puerto Rico
26 statutes.

27 81. Plaintiffs have suffered and bring suit for
28 general and special damages according to proof and

1 wherein the conduct of the Defendants was actually
2 malicious, constituted a malicious disregard for
3 Plaintiffs' rights, and was oppressive, Plaintiffs
4 bring suit for punitive and exemplary damages.

5 **NINTH CAUSE OF ACTION**

6 **42 USC 1986**

7 **(Against Defendant Fortuno)**

8 82. Within the Ninth Cause of Action 42 USC 1986,
9 Plaintiffs reincorporate and re-allege by reference
10 each and every allegation contained within the
11 preceding paragraphs 1-81, inclusive as through fully
12 set forth herein.

13 83. In enabling, encouraging, and allowing the acts
14 and omissions complained of herein, Defendant Fortuno
15 acted with knowledge that the wrongs conspired to be
16 done, and mentioned in 42 USC 1985, were going to be
17 committed, and had the power and authority to
18 direct the actions required by the officials of
19 Defendant Puerto Rico specified in Title I, Chapter
20 I, Section 16 of the Puerto Rico statutes to prevent
21 or aid in preventing the commission of the same. At
22 all times relevant herein, Defendant Fortuno
23 neglected and/or refused to do so, and is therefore
24 liable to the Plaintiffs, for all general and special
25 damages caused by such wrongful acts, and wherein
26 Defendant Fortuno's acts and omissions were done with
27 a malicious disregard for the rights of the
28 Plaintiffs and in violation of public policy,

1 Plaintiffs are entitled to seek punitive and
2 exemplary damages against him.

3 **TENTH CAUSE OF ACTION**

4 **UNRUH CIVIL RIGHTS ACT**

5 **(Against all Defendants)**

6 84. Within the Tenth Cause of Action under the Unruh
7 Civil Rights Act, Sections 51 and 52 of the
8 California Civil Code, Plaintiffs reincorporate and
9 re-allege by reference each and every allegation
10 contained within the preceding paragraphs 1-81,
11 inclusive as through fully set forth herein.

12 85. In doing the acts and omissions alleged herein,
13 the Defendants engaged in discrimination on the basis
14 of sex and marital status against the Plaintiffs as
15 set forth in paragraph 34 of this First Amended
16 Complaint.

17 86. Plaintiffs have suffered and bring suit for
18 general and special damages according to proof to be
19 trebled and in no event less than \$4,000.00, under
20 the provisions of Section 52 of the California Civil
21 Code, and attorney fees.

22 **WHEREFORE, the Plaintiff prays that the Court**
23 **enter judgment against the Defendants, jointly and**
24 **severally, as follows:**

- 25 **1. For judgment for the Plaintiffs and against the**
26 **Defendants and each of them;**
27 **2. For Declaratory Relief as requested and set forth**
28 **in the First and Fourth Causes of Action;**

1 3. For general damages according to proof on the
2 Second, Third, and Sixth through Eighth Causes of
3 Action, inclusive against each Defendant;

4 4. For special damages according to proof on the
5 Second, Third, and Sixth through Eighth Causes of
6 Action, inclusive, against each Defendant;

7 5. For punitive and exemplary damages according to
8 proof on the Second, Third, and Sixth through
9 Eighth Causes of Action, against each Defendant;

10 6. For damages as provided in 42 USC 1986 against
11 Defendant Fortuno on the Ninth Cause of Action;

12 7. For general and special damages to be trebled and
13 in any event a minimum of \$4,000.00, on the Tenth
14 Cause of Action.

15 8. For a Temporary Restraining Order, Preliminary
16 Injunction, and Permanent Injunction on the Fifth
17 Cause of Action

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

20 (b) from in any way interfering with the business
21 and affairs of California LULAC including
22 contacting persons and entities that do business or
23 that have done business or may hereafter do
24 business with California LULAC, exploiting or
25 taking advantage of California LULAC's business and
26 other contacts, and generally, doing anything that
27 may jeopardize California LULAC's relations and
28 prospects with those persons and entities;

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

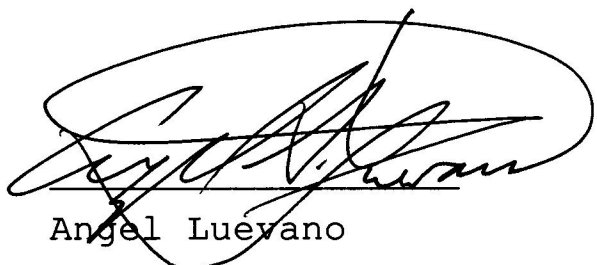
(c) award damages against the Defendants and each of them for the losses, expenses and damages that have been caused to California LULAC as a result of the Defendants' activities;

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

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

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

9. For costs, attorney fees, and expert witness fees to include the fees of expert investigators, pursuant to the provisions of 42 USC 1988.



Angel Luevano



ARGENTINA LUEVANO

LULAC Membership Standing

Sunday, May 23, 2010 7:56 AM

From: "Luis Vera Jr." <lrvlaw@sbcglobal.net>

To: "Angel Luevano" <aamentor2000@aol.com>

Cc: "Brent Wilkes" <bwilkes@lulac.org>, "Carolina Munoz" <cmunoz@lulac.org>, "Guadalupe Morales" <Gmorales@lulac.org>, "Roger Rocha Jr." <rocha_roger@msn.com>, "Rosa Rosales" <presidentrosales@lulac.org>

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

lrvlaw@sbcglobal.net

7. Entering into a contract to hire a Marketing director at a contract cost of \$24,000 without board/membership approval.
8. Filed papers to incorporate several LULAC entities that facilitated the transfer of corporate funding without the knowledge or consent of California LULAC members and their elected representatives.
9. The Luevanos have formed four corporations directly associated with LULAC have been formed :
LULAC Todos Unidos- changed named to Todos Unidos after the 2006 request for impeachment on Angel from several CA former state directors and officers.
League of United Latin American Citizens with Manuel Juarez, Luevano attorney as the Agent for this corporation,
CA LULAC Institute, Argentina Davila Luevano, Agent for this corporation which is now suspended.
AA Mentor Enterprises- Angel and Argentina Luevano, agents for this corporation.
10. Their actions caused the Treasurer of the LULAC new Corporation- CA LULAC Institute to resign his post due to his refusal to improperly disburse funds for purposes other than official LULAC activities and events.
11. Failing in their constitutional duty to account for all funds in LULAC bank accounts.
12. Willfully causing a delinquency in the payment of funds to businesses, entities, and individuals that remain unpaid.
13. Without authorization, closing organization bank accounts and re-opening new accounts under unknown names, removing the constitutionally responsible California State Treasurer as a signatory on accounts containing membership funds. Upon closing a bank account in Southern CA, Angel Luevano personally removed funds from the account then closed it without the approval and consent of the California State Board.
14. Ignored directives from the parent organization and California State Board for annual audits as required by the LULAC constitution, bylaws, and protocol.
15. They were served with a No Confidence letter during the February 2010 meeting in Fresno.
16. Although directed by the parent organization to cease and desist use of the LULAC name they continued to do so.
17. They continue to misrepresent themselves as "Angel Luevano, National Vice President-Far West Region" and "Argentina Davila Luevano, California State Director" respectively.
18. They continue to write letters to Federal agencies on issues that contradicted the official positions of the parent organization.
19. They endorsed California propositions representing themselves as National and State officers using the name of LULAC at will causing the parent organization to call for corrections of media stories and casting the organization in a negative position among community partners and members .
20. They used the name and logo of LULAC in a personal candidate poster.
21. In a direct violation of the constitution, bylaws, and protocol they have failed to submit all files, papers, financial statements, and property including the official and historic LULAC California State Banner.
22. Due to the inaction of the Angel and/or Argentina Luevano, the California LULAC membership was deprived of their right and privilege of membership by their failure to act on the submittal of 17 resolutions to the National Convention Resolutions Committee.
23. Cancelled youth and young adult events including the Youth breakfast at the 2010 State Convention after receiving \$5,000 for youth event sponsorship.
24. Argentina overdraw the State Bank Account by \$5,000 using the State ATM card.



December 3, 2010

TO:

Honorable President Margaret Moran, National LULAC President
Members of LULAC National Executive Board
LULAC National Legal Counsel

FROM:

Mickie Solorio Luna
Vice President, Farwest Region , National LULAC

SUBJECT:

Expulsion of Angel A. Luevano and Argentina-Davila Luevano from the League of United Latin American Citizens-LULAC

REFERENCE:

LULAC Constitution, Article VIII, Section 8, Expulsion, Suspension, Impeachment and/or Removal Pages 31-33

1. I present this request to Madam President Moran, the National LULAC Board and LULAC National Legal Counsel in representation of California LULAC members who have expressed serious concern over the previous administrations of Angel Luevano who served as National Vice President for the Far West Region and Argentina Davila-Luevano who served as State Director for the following reasons:
Default in their duties bringing shame and humiliation to the California League of United Latin American Citizens, incompetence in office, and inappropriate conduct, dishonesty and failure to account for the use of funds and refusal to adhere to the LULAC Constitution and it's Bylaws.
2. Loss of LULAC Vision
3. Carelessly violating standards of the League protocol resulting in jeopardized relationships with LULAC's vendors, corporate and community partners, loss of over 400 California members during their administrations.
4. Failing in their constitutional duty to balance state budgets causing deficits with convention host hotels in excess of \$15,000.
5. Receiving sponsorships from LULAC corporate partners for state events and depositing funds to bank accounts under their control circumventing the constitutionally elected California State Treasurer.
6. Seeking and receiving restricted funding for youth programs and willfully mis-appropriating funds for their own travel expenses in attending National LULAC Conventions.

25. Argentina was requesting on a monthly basis travel reimbursements totaling over \$500-900.
26. All monies including State Convention 2010 registrations and sponsorships were deposited into the CA LULAC Institute account, to date no accounting of funds has been submitted.
27. The Deputy State Director removed all the monies from the registration table. To date no reports on these receipts have been submitted.
28. Cancellation of Statewide LULAC events that were credible and notable for LULAC such as the Legislative Gala, Youth Retreat, Women's Conference, Youth Statewide meetings, yet sponsors were informed these events were in place.
29. Held events with no accountability on the proceeds such as LULAC Telethon, Youth Concert, Legislative Reception in Sacramento.
30. Creation of districts with council areas being separated by over 200 miles apart.
31. They will continue to file frivolous and malicious lawsuits as this is their defense for failures to comply with the constitution, bylaws and protocol of the parent organization.

By their actions of misconduct, their willful failure to comply with the constitution, bylaws and protocol of the parent organization, Angel and Argentina Luevano have caused the organization to suffer extreme loss of credibility in California by engaging in political endorsements without membership approval, using the name of LULAC as personal endorsements for political office, continuing to use their former titles in press releases, emails, and communications.

Unless the National Executive Committee acts they will continue to request financial support from corporations, labor organizations, and individuals using the name of LULAC. Due to past acts of financial malfeasance on their part this can cause irreparable harm to the relationships with key partners who have been financially supportive of LULAC's aims, purposes, and mission.

The California LULAC membership has decided this cannot be ignored and prays for relief from the National Executive Committee. The Luevano's will full disregard for the LULAC Constitution has now impacted not only the CA membership but the National LULAC board and organization. They should not be allowed to continue bringing harm to the organization's reputation among sponsors, public officials, and key opinion leaders throughout California.

According to the Oath of Office, "you solemnly swear with the full knowledge that to violate the pledge, you are a person devoid of principle and destitute of honor", they have repeatedly violated this pledge and must therefore be expelled from the League.

On behalf of California LULAC members. I hereby request the removal of Angel and Argentina Luevano by expulsion from the League of United Latin American Citizens. California LULAC needs to return to the agenda of defending the rights of Latinos and addressing the issues that impact us on a daily basis.

Thank you.



PO BOX 1446 HOLLISTER, CA. 95023-1446
831-673-2009
WWW.SBCLULAC.ORG

Jurat

State of California

County of San Benito

Subscribed and sworn to (or affirmed) before me on this 14 day of December,
20 10 by Michie Solorio Luna

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Sofia Hauser
Signature

(Notary seal)



OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

(Additional information)

INSTRUCTIONS FOR COMPLETING THIS FORM

The wording of all Jurats completed in California after January 1, 2008 must be in the form as set forth within this Jurat. There are no exceptions. If a Jurat to be completed does not follow this form, the notary must correct the verbiage by using a jurat stamp containing the correct wording or attaching a separate jurat form such as this one which does contain proper wording. In addition, the notary must require an oath or affirmation from the document signer regarding the truthfulness of the contents of the document. The document must be signed AFTER the oath or affirmation. If the document was previously signed, it must be re-signed in front of the notary public during the jurat process.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the jurat process is completed.
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Signature of the notary public must match the signature on file with the office of the county clerk.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different jurat form.
 - ❖ Additional information is not required but could help to ensure this jurat is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
- Securely attach this document to the signed document

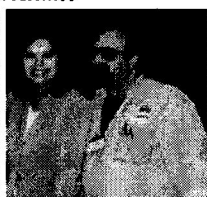
Jan B. Tucker with.....



FBI Director Louis Freeh



Atty Gnl Janet Reno



Labor Sty Hilda Solis



President Bill Clinton

For I.D. Only:

Chairman of the Board of Directors – California Association of Licensed Investigators

National Commissioner for Civil Rights, LULAC

Chief Investigator, Civil Rights Commission, CA League of United Latin American Citizens

Legislative Director – L.A. County Criminal Defense Investigators Association

Member – National Council of Security & Investigative Services

Member – American Correctional Association

J.B. TUCKER & ASSOCIATES

P.O. Box 433 Torrance CA 90508-0433 310.618.9596 Fax 1950

California Private Investigator License #PI-10143

Email: admin@janbtucker.com www.janbtucker.com

June 1, 2010

Re: REQUEST FOR PARLIAMETARY RULING CONCERNING VALIDITY OF CALIFORNIA LULAC ELECTION HELD May 23, 2010

To: All Concerned Parties

I served as the convention parliamentarian for the California LULAC State Convention held on May 23, 2010. In that capacity, I have been asked for an *ex post facto* ruling on the validity of those elections in light of documents which were subsequently obtained and provided to me that bear directly on the legitimacy of votes cast by delegates. The facts have been recounted to me by Al Rocha, as follows:

Re: INVALID 2010 CALIFORNIA LULAC STATE CONVENTION ELECTIONS

The League of United Latin American Citizens (LULAC) Constitution, Bylaws, and Protocol (Revised 2008) Article XIV, The Constitution and Bylaws, Section I, states that "This Constitution and bylaws shall become the Supreme Law of the League of United Latin American Citizens (LULAC)."

In addition, the subject Constitution and bylaws identifies the required processes to elect its National and State Officers and Directors. Specifically, the LULAC Constitution and Bylaws states the following:

1. "Only accredited delegates registered at the Convention will be allowed to vote."
2. "Each council in good standing shall have the right to send as many delegates and alternates as it is entitles to in accordance with their paid membership."
3. "Any delegate that is uncertified shall not be allowed to vote."

4. "Councils organized less than thirty days prior to a convention or whose charter has not been officially presented and approved by the National Board of Director, may send delegations to a convention but without the right to vote."

5. "Certified delegates of the Council shall have a vote."

6. "Charter agreement states that a Council shall have all the rights and powers and will be bound by the limitations and responsibilities as set forth in the LULAC Constitution and Bylaws and this Agreement. This Agreement becomes a binding contract upon its execution by the contracting parties effective on the date stated above and is renewable annually."

7. "The Constitution and Bylaws shall become the Supreme Law of the League of LULAC. All Constitutional provisions, Bylaws, Resolutions, Policies and Customs in conflict with this Constitution and Bylaws are hereby repealed and/or rescinded."

8. "The State Assembly is vested with all legislative, judicial and executive powers granted under its constitution and bylaws, adopted resolutions and policies which shall be subordinate to and consistent with the National Constitution an bylaws, and the resolutions, policies and customs of the National Organization."

9. "State Directors are elected by their respective State Assemblies, shall be elected by a majority vote of the accredited delegates."

10. "Credentials Committee will be used to ascertain eligibility to vote at the convention."

11. "Any delegate that is uncertified shall not be allowed to vote. Such a provision may not be set aside by the Assembly."

On Sunday, May 23, 2010, the California State Assembly allowed 119 delegates to take part in the convention elections contrary to the recommendations of eligibility determinations from the California State Treasurer, the Credentials Committee, and Elections Committee Chairman. Please review the following documents:

1. 2010 National LULAC Council Roster for California
2. 2010 California LULAC Roster – Districts and Councils
3. 2010 California LULAC Credentials Committee Report

The listed reports will identify numerous councils and individuals who were listed as not eligible and uncertified to vote in the subject elections. Further, please note that Miguel (Mike) Gonzales, District 3 Director, put a 'Stop Payment' on his \$800.00 check on May 24, 2010 that was used to pay the delegate fees for

40 delegates at the Convention on Sunday, May 23, 2010. His check was used to pay for the participation of Councils 5154, 3155, 3156, 3157, and two councils without charter numbers. His check and the related bank notice is attached for your review as well.

As the appointed State Parliamentarian, I am asking you to review the attached documents, to review the LUALC Constitution, Bylaws, and Protocol (Revised 2008) and to offer a professional opinion on the validity of the elections held on Sunday 23, 2010 at California LULAC Convention in Anaheim, California at the Doubletree Hotel Anaheim.

I appreciate your assistance and professionalism.

Alberto (Al) Rocha
Deputy State Director
510-809-5381

Having reviewed the *prima facie* evidence of the Stop Payment on a Check tendered for delegate fees from a corporation, Santa Ana Security Services, Inc. which was presented for payment of those fees on May 22, 2010 and signed by Miguel Gonzalez it is intuitively obvious that the delegates permitted voting privileges at the conference dependent on that payment were in fact not eligible to vote.

In reviewing these issues, I have consulted *Roberts Rules of Order, Newly Revised* (Cambridge MA: Da Capo Press, October 2000, 10th Edition) pp. 402-404; and *The Standard Code of Parliamentary Procedure*, (New York: McGraw Hill, 2001) p. 161. The Standard Code is otherwise known as "Sturgis," for its author, to distinguish it from "Roberts." Sturgis is the code utilized by the American Institute of Parliamentarians.

Rule 12 of the LULAC State Convention Rules which were adopted by the convention provides that "Challenges to any election must be issued to the Legal Advisor immediately after the outcome is announced and before another election has begun. It shall take, as per Robert's Rules of Order (revised), a two-thirds vote to overturn all rulings made by the Legal Advisor." This rule however does not take into account a situation in which the status of ineligible delegates is not discovered until after the election. Therefore, the 17th rule comes into play. That rule states that "Any issue not covered by these Convention Rules will be determined by the proper provisions within the LULAC National Constitution, By-Laws and Protocol, and Robert's Rules of Order (revised) in that order.

The Constitution, Bylaws and the League's "Simplified Parliamentary Procedure," Article V, simply do not address the issue of what to do about an election in which the ineligibility of delegates is determined after the fact.

Robert's (p. 402) states that "If there is evidence that any unidentifiable ballots were cast by persons not entitled to vote, and if there is any possibility that such ballots might affect the result, the entire ballot vote is null and void and a new ballot vote must be taken." *Sturgis* (p. 161) indicates that "An election may be challenged only during the time when it is taking place or within a reasonably brief time thereafter..." and recognizes that ineligible voters having participated is a ground for challenging an election. *Sturgis*, like *Robert's*, agrees that to be effective the number of challenged votes must be such that a different result might have occurred had the ineligible voters not participated. This standard is also borne out by similar provisions of the California Elections Code.

I therefore rule as follows:

1. All delegates whose legitimacy depended upon the payment of delegate fees that were paid with the check whose payment was stopped were not eligible to vote at the convention in spite of their having been seated and allowed to participate in the voting;
2. The challenge to this election is within a reasonably brief time and could only have been made following discovery of the "stop payment" placed on the delegate registration check;
3. The number of delegates involved is sufficient to have changed the outcomes of various elections, beginning with the election for State Director;
4. Because the outcome of each office is dependent on decisions made on the floor by potential candidates based upon the votes for offices that have been concluded, the ineligible delegates have changed the entire equation of the election;
5. The election for officers that took place on May 23, 2010 is thus, "null and void," to use *Robert's* terminology, and "...a new vote must be taken."

Respectfully submitted,



Jan B. Tucker
2010 State Convention Parliamentarian
California League of United Latin American Citizens



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: XXXXXXXXXXXXX3928

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

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Angel & Argentina Luevano 3001 Kodiak St #129 Antioch CA 94531 TELEPHONE NO.: 925.813.2547 FAX NO. (Optional): 310.618.1950 E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name): Plaintiffs in propria persona	FOR COURT USE ONLY <div style="text-align: center;"> CONFORMED COPY ORIGINAL FILED SUPERIOR COURT OF CALIFORNIA COUNTY OF LOS ANGELES SEP 07 2011 </div> CASE NUMBER: BC 441643 JUDGE: Susan Bryant Reason DEPT.: 52 <div style="font-size: small; text-align: right;"> John A. Clark, Executive Officer/Clerk Deputy </div>
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles STREET ADDRESS: 111 N Hill Street MAILING ADDRESS: CITY AND ZIP CODE: Los Angeles CA 90012 BRANCH NAME: Central District	
PLAINTIFF/PETITIONER: Angel Luevano et al DEFENDANT/RESPONDENT: Benigno Diaz etc & et al	
<p style="text-align: center;">PROOF OF SERVICE—CIVIL</p> Check method of service (only one): <input type="checkbox"/> By Personal Service <input checked="" type="checkbox"/> By Mail <input type="checkbox"/> By Overnight Delivery <input type="checkbox"/> By Messenger Service <input type="checkbox"/> By Fax <input type="checkbox"/> By Electronic Service	

(Do not use this proof of service to show service of a Summons and complaint.)

1. At the time of service I was over 18 years of age and not a party to this action.
2. My residence or business address is: P.O. Box 433 Torrance CA 90508-0433

3. The fax number or electronic notification address from which I served the documents is (complete if service was by fax or electronic service):

4. On (date): 9/1/11 I served the following documents (specify): Summons on First Amended Complaint and First Amended Complaint

- The documents are listed in the Attachment to Proof of Service—Civil (Documents Served) (form POS-040(D)).

5. I served the documents on the person or persons below, as follows:
 - a. Name of person served:
 - b. (Complete if service was by personal service, mail, overnight delivery, or messenger service.)
 Business or residential address where person was served:
 Xavier R. Baeza, Esq. 15 Boardman Pl Ste 2 San Francisco CA 94103
 - c. (Complete if service was by fax or electronic service.)
 - (1) Fax number or electronic notification address where person was served:

 - (2) Time of service:

- The names, addresses, and other applicable information about the persons served is on the Attachment to Proof of Service—Civil (Persons Served) (form POS-040(P)).

6. The documents were served by the following means (specify):
 - a. **By personal service.** I personally delivered the documents to the persons at the addresses listed in item 5. (1) For a party represented by an attorney, delivery was made to the attorney or at the attorney's office by leaving the documents, in an envelope or package clearly labeled to identify the attorney being served, with a receptionist or an individual in charge of the office, between the hours of nine in the morning and five in the evening. (2) For a party, delivery was made to the party or by leaving the documents at the party's residence with some person not younger than 18 years of age between the hours of eight in the morning and six in the evening.



Wells Fargo Business Online®

View Returned Item

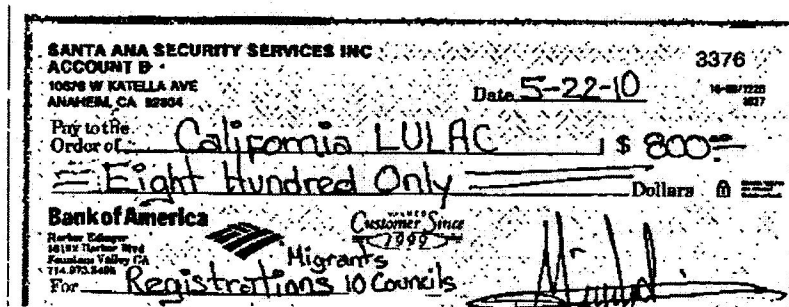
Original Deposit Information

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.

I enclose the documents in a sealed envelope or package addressed to the persons at the addresses in item 5 and (specify one):

- (1) deposited the sealed envelope with the United States Postal Service, with the postage fully prepaid.
- (2) placed the envelope for collection and mailing, following our ordinary business practices. I am readily familiar with this business's practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage fully prepaid.

I am a resident or employed in the county where the mailing occurred. The envelope or package was placed in the mail at (city and state): Torrance, CA 90501

- c. **By overnight delivery.** I enclosed the documents in an envelope or package provided by an overnight delivery carrier and addressed to the persons at the addresses in item 5. I placed the envelope or package for collection and overnight delivery at an office or a regularly utilized drop box of the overnight delivery carrier.
- d. **By messenger service.** I served the documents by placing them in an envelope or package addressed to the persons at the addresses listed in item 5 and providing them to a professional messenger service for service. (A declaration by the messenger must accompany this Proof of Service or be contained in the Declaration of Messenger below.)
- e. **By fax transmission.** Based on an agreement of the parties to accept service by fax transmission, I faxed the documents to the persons at the fax numbers listed in item 5. No error was reported by the fax machine that I used. A copy of the record of the fax transmission, which I printed out, is attached.
- f. **By electronic service.** Based on a court order or an agreement of the parties to accept electronic service, I caused the documents to be sent to the persons at the electronic service addresses listed in item 5.

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

Date: September 1, 2011

Jan B. Tucker

(TYPE OR PRINT NAME OF DECLARANT)



(SIGNATURE OF DECLARANT)

(If item 6d above is checked, the declaration below must be completed or a separate declaration from a messenger must be attached.)

DECLARATION OF MESSENGER

- By personal service.** I personally delivered the envelope or package received from the declarant above to the persons at the addresses listed in item 5. (1) For a party represented by an attorney, delivery was made to the attorney or at the attorney's office by leaving the documents in an envelope or package, which was clearly labeled to identify the attorney being served, with a receptionist or an individual in charge of the office, between the hours of nine in the morning and five in the evening. (2) For a party, delivery was made to the party or by leaving the documents at the party's residence with some person not younger than 18 years of age between the hours of eight in the morning and six in the evening.

At the time of service, I was over 18 years of age. I am not a party to the above-referenced legal proceeding.

I served the envelope or package, as stated above, on (date):

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

Date:

(NAME OF DECLARANT)

(SIGNATURE OF DECLARANT)