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Consolidated Appeals: 23-12413-AA & 23-13392-AA

Supreme Court, U.S.
FILED
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IN THE SUPREME COURT OF THE UNITED STATES

Carlos A. Alonso Cano,
Fé Morejón Fernández,
Jany Alonso Morejón *Applicants*

v.

245 C & C, LLC and
C.F.H. Group, L.L.C *Respondents*

To the Hon. Clarence Thomas, Associate Justice of the Supreme Court of the United States and for the Eleventh Circuit

APPLICATION FOR A STAY OF THE PROCEEDINGS IN THE DISTRICT COURT AND IN THE COURT OF APPEALS, PENDING FILING AND DISPOSITION OF OUR PETITION FOR WRIT OF CERTIORARI

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July 1, 2024

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PARTIES TO THE PROCEEDING

Applicants Carlos A. Alonso Cano, Fé Morejón Fernández and Jany Alonso Morejón were plaintiffs in the case (No.:1-19-cv-21826-JAL) May 6, 2019, in the United States, 11th District Court for the Southern District of Florida; and are appellants in the Consolidated Appeals Case (No.: 23-12413) and Case (No.: 23-13392), in the United States, 11th Circuit Court of Atlanta, Georgia.

Respondents 245 C & C, LLC and CFH Group, LLC together, were defendants in the same case in the United States 11th Circuit Court for the Southern District of Florida, and are appellees in these consolidated appeals in the United States, 11th Circuit Court of Atlanta, Georgia.

CORPORATE DISCLOSURE STATEMENT

CFH Group, LLC (Defendant-Appellee-Respondent) is (100% owned by Tom Cabrerizo).

245 C & C, LLC (Defendant-Appellee-Respondent) is (50% owned by Tom Cabrerizo).

RELATED PROCEEDINGS

In State Courts of Florida:

- *245 C & C, LLC v. Carlos Alberto Alonso Cano and Fé Morejón Fernández.* No. 2018-000236-CC-21. Judgment entered June 20, 2019.

- *245 C&C LLC v. Carlos Alberto.* No. 2019-000208-AP-01. Opinion entered Sept. 3, 2020. Judgment, Sept. 21, 2020. (Appellate Court of Florida).

In the 11th Cir. Courts of U.S.:

- *Carlos Alonso for Angie Alonso (Disabled) v. 245 C & C, LLC "Villas of Hialeah Apartments"* No. 18-cv- 20537-UU. Feb. 2, 2018. (11th Cir. Southern Dist. of FL).

- *Carlos A. Alonso Cano v. 245 C & C, LLC et al.* No. 19-cv-21045-CMA. Mar. 19, 2019. (11th Cir. Southern Dist. of FL).

- *Carlos A. Alonso Cano v. 245 C & C, LLC and CFH Group, LLC.* No. 19-cv-21826-JAL. May 6, 2019. Judgment entered July 20, 2023. (11th Cir. Southern Dist. of Florida).

- *Carlos Alberto Alonso Cano*, Case No. 21-19589-LMI, (Chapter 13 Plan). U.S. Bankruptcy Court of the Southern District of Florida

- *Carlos Alonso Cano et al v. 245 C & C, LLC et al.* Consolidated appeals 23-12413-AA & 23-13392-AA. (11th Cir. Appellate Court, Atlanta, Georgia.

HUD investigation, Case No.: 04-17-9733-8, Sept. 27, 2017

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STATUTES, RULES, CODES

ABBREVIATIONS

Appendix (**App. X**)

Document(s) (**Doc.**)

Second Amended Complaint (**SAC**)

United States Court of the 11th Circuit for the Southern District of Florida (**DC**)

United States Court of Appeals for the 11th Circuit, in Atlanta, Georgia (**CA**)

*** To pay attention to "important facts, declarations **or misrepresentations**."

INTRODUCTION

SEE (19-cv-21826-JAL)(**DE 793**, 6/27/24),**filed without confer** (**App. S**- 60 & 61).

Therefore: Pursuant to Rules **22** and **23** of this Court, 28 U.S.C. § 2101(f), and 28 U.S.C. § 1651, applicants respectfully ask to the Hon. Justice Clarence Thomas, **for a stay** the case (No. 19-cv-21826-JAL) in the DC and the consolidated appeals (23-12413-AA & 23-13392-AA), in the CA, **pending filing and disposition on our Writ of Certiorari**, to review the orders, USCA 11 (**Doc. 69-2**, 4/23/24)[1] (**App. 1**) and (**Doc. 81**, 5/31/24)[2] (**App.2**), because the DC & the CA did not comply with the **Canon 3 B (6)**[3] of the "**Code of Conduct for United States Judges**," after we, **denounced respondents' fraud** in the DC by filing **forged lease addendums as evidence** (**App. D-2; D-3; E-1** & F-2) ; **for withholding relevant evidence which directly contradict those addendums** which demonstrated that we were good tenants and respected the rules (**App. D-4**;

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[1] With the ORDER (**Doc. 69-2**, 4/23/24), the CA denied our motion (Doc. 45, 3/27/24) and said "We DENY the Plaintiffs-Appellants' motions to compel the Defendants-Appellees to produce Zoom recordings of all depositions."

[2] With the ORDER (**Doc. 81-2**, 5/31/24), the CA denied our motion (Doc. 73, 4/29/24) and said "Plaintiffs-Appellants' second motion to compel the Defendants-Appellees to produce Zoom recordings is DENIED," and "Plaintiffs-Appellants' **frivolous filings** have unnecessarily prolonged this consolidated appeal." **But** the CA, **did not say which specific motion is frivolous,** and **the CA have failed to demonstrate that they lacks any arguable basis either in law or in fact** *Neitze v. Williams*, 490 U.S. 319, 325 (1989).

[3] The **Canon 3** of the "**The Code of Conduct for United States Judges**," states: "**A Judge Should Perform the Duties of the Office Fairly, Impartially and Diligently**." Pursuant their "**Administrative Responsibilities**," and specifically pursuant the **Canon 3 B (6)**, "**A judge should take appropriate action upon receipt of reliable information indicating the likelihood** that a judge's conduct contravened this Code, **that a judicial employee's conduct contravened the Code of Conduct for Judicial Employees**, or **that a lawyer violated applicable rules of professional conduct**.

E-2; **F-1** & **F-3**), and even "**worse**," after we denounced **fraud upon the DC and upon the CA**, because the respondents, their lawyer (Mrs. Langbein) and the court reporter Mr. Elías Martínez (hired by the respondents), **provided forged transcripts of our depositions**, as we said in OUR MOTION USAC11 (**Doc. 45 & 73**) & (**App. T**), some of which were filed by Mrs. Langbein in both courts, to support respondents' arguments (**most of which are false and mere pretexts**), "**fabricated**" **more than two years after the real events occurred**), to deceive the judicial system. And these actions, **allowed them to prevail in the DC by fraud on the court and fraud upon the court** (FN 6 to 9 & 15).

From those transcripts, **intentionally were eliminated** many of our **most important declarations** that support and strengthen our claims in each count of our lawsuit, and in our opinion, it was done "**intentionally**," "**maliciously**," "**to obstruct the justice**," "**to obstruct that we could present properly our case in both courts**," and "**to erode our credibility**."

Besides, **we denounced**, that Mrs. Langbein, also committed **discovery abuses** (USCA11 Case: **23-12413 Doc. 73**, 4/29/24) and have strongly **refused until now**, to provide copies to the applicants (**App. T-17**) and to both courts, of "**ALL**" the **Zoom Recordings** of our depositions and cross-examinations, made "**only**" by Zoom during the COVID-19 pandemic, because those Zoom recordings, **will demonstrate** "**the fraud on the court**" and "**upon the court**," committed by them, by eliminating **a lot of our declarations from the transcripts provided**.

The Zoom recordings **also will demonstrate**, that during our depositions, we

provided to Mrs. Langbein "**all**" the **dates** in which we requested accommodations and modifications for Angie, and explained in detail **why we requested them** in **different years**, including the dates of (**3/29/17**) and (**4/7/17**), **which were eliminated completely from the transcripts** of our depositions, **because they were the only two dates**, pursuant Mrs. Langbein, that fall within the two years statute of limitation of the Fair Housing Act (FHA), with respect to (**5/16/19**) when was file **our (19) counts (3rd) lawsuit**, in which we requested the second (2nd) disabled parking space for Angie and the permission to remodel Angie's bathroom, and other accommodations that were requested for Angie in other occasions, either "**verbally**" or "**in writing**."[4] **Relevant here is that**, the respondents and Mrs. Langbein knew the "**written request**" in (FN 4), USCA11 Case: 23-12413 (**Doc. 73**, 4/29/24) (**Pg. 119 to 123** of 275), also were made on (**10/2/17**) and on (**10/3/17**),

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[4] See, USCA11 Case: **23-12413** (**Doc. 73**, 4/29/24) (**Pg. 119 to 123** of 275), showing these documents provided to us by HUD with the **handwritten statements** of the HUD investigator Adoniram Vargas (**which Carlos provided to Mrs. Langbein during discovery**), and **talked about it during his deposition** (**emphasis added**), but "**was eliminated from the transcripts**," demonstrating that during the HUD investigation, on (**10/2/17**) and (**10/3/17**), we "**again**" requested accommodations and modification of Angie' bathroom, but respondents **denied all of them** "**outright**" and "**without entering in an interactive process**." A month later on (**11/14/17**), still when the HUD investigation was running, the respondents "**proposed a conciliation**" **without granting any of the requests mentioned above**, and "**put as requisite that we should withdraw our 2nd HUD complaint**" (**App. B-2**), which we refused (**App. B-1**). And "**only for that reason**" respondents, filed the eviction lawsuit **No. 2018-000236-CC-21** on (**2/1/18**) in the State Court of Florida, against us, **only (38) days after the HUD investigation finished** on (**12/26/17**), **as an adverse and retaliatory action against us**, because in this document we have provided substantial competent evidence, demonstrating that "**all" the other arguments used by respondents to evict us, where fabricated, false and mere pretexts**, **including the fabricated witness Mariela Hernandez** who should been evicted by Vilma after Mariela "**constantly and every day for four years**" violated our right to the quiet enjoyment of the premises and after receiving **TWO SEVEN DAY NOTICES TO CURE** in a period of five months (**emphasis added**). See (**App. M-23 to M-28**).

during the conciliation process, with the HUD investigator "**as the mediator**" but the "**complete explanation about what happened during that mediation**" which Carlos told to Mrs. Langbein, during his deposition, **was eliminated from the transcripts of Carlos' deposition, together with Carlos' and Fe's declarations about what happened on** (**3/29/17**) and on (**4/7/17**); and about facts related to other counts of the lawsuit, most of which were dismissed based on an "**unconscionable**" Month to Month Lease Contract **imposed with threats of eviction if we did not sign it** (**App. O-10**), (**emphasis added**).

The Copies of the Zoom recordings are requested pursuant the **Fed. R. Civ. P. 30(f)(3)** and (if ordered by the court), **we will pay for them**, because they are necessary **to properly draft our appellate Brief to the CA**, to demonstrate that: (1) during our depositions Carlos made several questions to every person deposed by Mrs. Langbein; (2) that we declared to Mrs. Langbein the **exact dates and arguments,** supporting our claims, **which appear in the Zoom recordings but not in the transcripts the court reporter provided to us, and Mrs. Langbein, filed in both courts**; (3) which were the same dates that appear in our affidavits (**CAAFF**), (**FMAFF**) & (**JAAFF**) included in Carlos' USB (**PSUSB**) that he filed in the (**DE 502**, 8/9/21) but the DC **did not consider**; (4) which were the same dates that we declared during the bench trial, various of which **fall within the two years statute of limitation pursuant FHA(emphasis added**). The Zoom recordings are necessary to demonstrate that Carlos told to Mrs. Langbein that **we also requested accommodations in writing on** (**10/2/17**) and (**10/3/17**), trying to conciliate during HUD investigation. See (**App. O-5 to O-8**) and (**App. U**).

Relevant here, is that:

a) - The DC, "**erroneously**" sent to the CA, "**TWO**" USBs, instead of sending the "**ONLY ONE**" filed by Carlos with the (**DE 502**, 8/9/21). See **App. A**.

b) – In the ORDER (**DE 555**, 8/17/22), the DC "**erroneously**" granted respondents' motion for summary judgment (**DE 364**, 11/16/20) and dismissed **seven (7) counts of the SAC**, but did not considered or mentioned several important statements in "**ALL**" of our affidavits, nor "**ALL**" of the videos and photos that we asked the court to consider, in the (**DE 491 & 492**, 8/3/21), **before ruling** in respondents motion for summary judgment (**DE 364**, 11/16/20). For not considering "**all**" the evidence at record, the DC, "**erroneously**" dismissed seven Counts of the SAC (**App. C-2**:20).

c) – With its ORDER (**DE 555**, 8/17/22), the DC, "**only**" granted a **bench trial** for the Counts I and III of the SAC without mentioning "**ALL**" the videos and photos that we provided to support **the reasonableness and necessity** of the requested "assigned handicap parking space only for Angie" (**count I**), and of the requested "modification of Angie's bathroom" (**count III**), in which we were forced to bath Angie, **for long ten (10) years**, in an "**uncomfortable**" and "**danger position**" for Angie, Carlos, Fe, Jany and Katy, who always helped Fe to transfer Angie from his bedroom to the bathroom and vice versa and to bath Angie in the afternoons, when Carlos was not present, as it is showed in those videos. **During long (10) ten years**, we bathed Angie in difficult conditions, because: (1) Tom Cabrerizo the Owner of 24 of CFH Group, on (**8/4/16**), **denied outright** to assign **the 2nd disabled parking space only for Angie**, and denied outright, **to permit the modification of Angie's bathroom**, to make it more secure and accessible for

Angie and his parents who always bathed Angie (**twice a day**), because Angie have had "**incontinence**" of urine and feces from birth. See (**App. S-18 to S-23**) here.

Vilma Hernandez (Vilma), the manager of Villas of Hialeah Apartments (**VOH**), **always denied outright**, all the accommodations and modifications that were requested "**verbally**" and "**in writing**," for Angie in different years, and **without entering in an interactive process with Carlos who made those requests**, "**verbally**" on (**2/3/13**), at (the **end of 2015 & of 2016**); on (**9/9/16**); at the **beginning of March, 2017**; on (**3/29/17**) and on (**4/7/17**). And, **in writing**, related with the **Count V** of the SAC, specifically **the DC erred about it in** (**DE 555**, 8/17/22),(**pg. 86**:22-24). Compare (**App. S-54**) with (**App. S-56 to S-59**).

Vilma, **never responded** and therefore, **denied outright**, all the requests **that Carlos did in writing in different years**, to accommodate Angie with respect to **loud noises** that always caused a lot of discomfort to Angie as was stated in the **Count # V** of the SAC (**emphasis added**). During the bench trial, the DC, "**erroneously**" ruled that Carlos was not a credible witness, **by giving no weight to the declarations of Fe, Jany and Katy** (witnesses with every day knowledge of the facts), which declarations, supported Carlos' declarations at trial, and directly contradicted the declarations of respondents witness Tom Cabrerizo to whom Carlos and Fe, requested **the 2nd disabled parking space for Angie** and **the permit to remodel Angie's bathroom**, on (**8/4/16**), which Mr. Cabrerizo denied, and "**a month later**" on (**9/9/17**), he ordered to Marlein Garcia, **to terminate our leasing contract** (**App. S-13**: pt. 83) & (**App. S-14**: 1),(**emphasis added**).

To the contrary, the DC, "**erroneously**" assessed **the credibility** of respondents' witnesses **and concluded that Vilma and Tom Cabrerizo were credible**, which we here **will demonstrate is wrong**, (**emphasis added**).

The **App. C**, demonstrate that the DC, before ruling in the respondents' motion (**DE 364**, 11/16/20), "**erroneously**" **did not consider** the (**115**) pages of competent and verifiable & evidence, that we included in the APPENDIX "A" (App. "A") filed with the (**DE 495-1**, 8/3/21), as we requested it to be considered, in our response (**DE 491**, 8/3/21) that was filed in the DC the same day, because **those (115) pages demonstrate** that Vilma was not a credible witness, and that Angie and his family's members, living with him and taking care of him every day, were entitled to the accommodation and modification requested, **but**:

a) – In the **App. C-1**, FN 19, the DC, "**erroneously**" said "Plaintiffs cite to evidence contained in App. "A," which has been stricken from the record," because the applicants filed the App. "A" in the (**DE 495-1**, 8/3/24) **and never wanted to strike it with the notice** (**DE 501**, 8/5/21) that they filed.

b) – Apparently, the DC **misunderstood** the (**DE 501**, 8/5/21), or **we drafted it incorrectly**, because **English is not our first language** (and we use translators to draft documents here) but with it, **we only wanted to strike the first page** of the (**DE 495**, 8/3/21), "**due to an error in the title of the document**," as it is said in the title of the document, **but not to strike all the (115) pages** of the supporting documents included in the (**DE 495-1**), (**emphasis added**).

c) – Likewise, the DC "**mistakenly**" also misunderstood (**DE 501**, 5/8/21), saying the underlined statements found in (**App. C-2**) and specifically saying "**The new USB does not contain the "Appendix A", nor does it appear anywhere else in the file**" which confirms that Carlos ONLY PRESENTED ONE USB, with the (**DE 502**, 9/8/21) as explained previously in (**App. A-2**:3), but the DC nor did it consider, nor it mention in its order (**DE 555**, 8/17/22), specifically some videos that in (**DE 491**, 3/8/21), **we asked it to watch**, before giving its verdict to the defendants' motion for summary judgment (**DE 364**, 11/16/20) (**emphasis added**).

This stay is requested to the United States Supreme Court, because with the ORDER (**Doc. 81**, 5/31/24), the CA, **ALREADY denied the stay requested in our motion** (**Doc. 74**, 5/1/24), and said:

> "**Except for motions for extensions of time**, this Court **will not consider any further motions from Appellant** until the opinion in this consolidated appeal issues. The Clerk's Office is DIRECTED **to take no action on such motions**, **including any motion for reconsideration of this order**, until the opinion issues"

We also ask for a stay in the proceedings in the DC, **pending filing and disposition of our Writ of Certiorari**, after the ORDER (**DE 788**, 6/6/24), see our response (**DE 791 & 791-1**, 6/14/24), was filed, because **we have made a great effort to get the transcripts** of the trial, **but could not yet**, because the court reporter **did not comply yet** with the last TOF (**DE 791**,(k)), and respondents' are "**misrepresenting the facts**" to harass and intimidate us **with sanctions and lawyers' fees** (**DE 793**, 7/27/24) trying to eliminate the evidence that support our request, **to not impose us a bond for appeal**; because the DC: (1) **did not access**

correctly the credibility of the witnesses; (2) **made a reversible error** and **applied a wrong double standard** (**DE 792**, 6/25/24),(**pg. 14**: pt. 34), which respondents and Mrs. Langbein, are desperately trying to eliminated from the DC's record, and trying that the DC or the CA (**Doc. 86**, 6/14/24), dismiss our appeal; **to obstruct the justice**; or that any court dismiss our appeal; and **to obstruct that any court order Mrs. Langbein to provide the Zoom recordings before we file our appellate Brief**. We **also ask for a stay**, after the DC, recommended (**DE 790**, 6/10/24), (**App. 3**), that we post an appeal bond of ($ **5000.00**)[5], even after it determined that "Defendants represent that Carlos **is currently in bankruptcy proceedings** (**DE 790**, 4:19-20). We are "**paying in full**" under Chapter 13 Plan (Case No. **21-19589**-LMI), all the lawyers' fees and cost, **after we lost**, because Mrs. Langnbein filed a "**frivolous appellate Brief**" (**App. M-17**), and "**committed**

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[5] In, *Johnson v. Guardian Mgmt*, 3:19-CV-485-SI (D. Or. May16, 2022), the Court stated: However in civil rights **cases-including those under the FHA**, a court may only award attorney's fees and costs to a prevailing defendant **upon finding** that the plaintiffs action was frivolous, unreasonable, or without foundation, even though not brought in subjective bad faith."
See, *Park, ex rel. Park v. Anaheim Union High Sch. Dist.*, 464F.3d 1025, 12035 (9 Cir. 2006), the court said: That [the plaintiff] failed to prevail in all of their claims **does not preclude a determination that they were the prevailing party**," In evaluating whether to award fees to a prevailing defendants under the *Christiansburg standard*, the 9th Circuit has note that the **denial of a motion to dismiss may suggest that the plaintiff's claim is not without merit.**"

See *Green v. Mercy Hous., Inc.*, 991 F.3d 1056 (9th Cir. 2021) **Cited 5 times**, stating that "We therefore hold that a plaintiff **bringing suit under Fair Housing Act should not be assessed fees or costs** unless the court determines that his claim is frivolous, unreasonable, or groundless." *Christiansburg*, 434 U.S. at 422, 98 S. Ct. 649. **In so holding**, **we join the First**, **Second**, **Fourth** and **Fifth Circuits**, all of which have applied the **Christiansburg standard in the Fair Housing Context**. See also, *Case Marie Hogar Geriatrico, Inc. v Rivera-Santos*, 38 F. 3d 615, 618 (1st Cir. 1994); *Taylor v. Harbour Pointe Homeowners Ass'n*, 690 F. 3d 44, 50 (2nd Cir. 2012); *Bryant Woods Inn. Inc. v. Howard County*, 124 F.3d 597, 606 (4th Cir. 1997) and *Providence Beah. Health v. Grant Rd. Pub. Util.*, 902 F.3d 448, 460 (5th Cir. 2018).

fraud upon the Appellate Division" of the 11th Judicial Circuit in and for Miami-Dade County, Florida. See USCA11 Case: **23-12413** (**Doc. 60**, 3/27/24),(**pg. 6**: **pt. 14**), (**pg. 7**: **pt. 15**) and (**App. 15-16**) **explaining it**.

RELEVANT, see (Case **No. 21-19589-LMI**, Chapter 13 Plan), in which Mrs. Langbein, **also filed** a "**false claim**" for more than ($ **200,000.00**) **for lawyer's fees and costs** against us, **that were not granted** by the DC, neither in the order (**DE 555**, 8/17/22) nor in ORDERS (**DE 678 & 679**, 7/20/23), (**emphasis added**).

We ask for a stay of the proceedings **in the DC**, after it said "[T]he Court "is unable to conclude that Plaintiff's appeal is frivolous, unreasonable, or without foundation at this point in time, making it inappropriate to include attorneys' fees in an appellate bond." (**DE 790**, 6/10/24),(**pg. 6**:11-13), **based on which** the DC **should not have granted the appeal bond** of ($ **5000.00**), because if we lose this appeal, we would pay them **with new monthly payments in the bankruptcy court**, as we did until now with the other costs related to the eviction case that we lost due to **fraud on the court and upon the court**, as will be denounced bellow. Respondents filed the (**Doc. 86**, 6/14/24) in CA, to determine Amount of Fees **to be Awarded as Sanctions**, because we filed our motions (**Doc. 45-1**, 3/7/24) and the (**Doc. 73**, 4/29/24), **denouncing the lack of credibility of respondents and their witnesses** and **Mrs. Langbein's misrepresentations**. See USCA11 Case: **23-12413** (**Doc. 60**, 03/27/24),(**pg. 6** (pt. 14) of 37)), demonstrating that in *Mc Knight v. Evancheck* (2005), Mrs. Langbein's law firm, "**also filed frivolous claims**" **that were dismisses by that court** (**emphasis added**).

STATEMENT

I. LEGAL AND FACTUAL BACKGROUND

A. At different moments, before this application for a stay, in the cases mentioned in the section "Related Proceedings" above, the respondents, their witnesses and their lawyers have committed different forms of **fraud on the court and fraud upon the court**; to deceive the judicial system; to obstruct the justice and to prevail in those cases, by providing as evidence **forged lease addendums**; by **withholding relevant evidence**; by **withholding the real transcripts of our depositions and cross-examinations** in this federal case; **by filing affidavits with misleading information** and by **making misrepresentations of facts and law**, **including but not limited** to the following:

a) - Vilma Hernandez (**Vilma**), the manager of Villas of Hialeah Apartments (**VOH**) and **main witness of the respondents**, during the discovery period of the eviction case against the petitioners (**Case No. 2018-000236-CC-21**), provided as evidence "**three forged lease addendums**" (**App. D-2**), (**App. E-1**) and (**App. F-2**), because Vilma added "**false**" handwritten **statements** to them, after the petitioners Carlos and Fé signed those lease addendums in their **Apt. # 1301** of VOH, without the presence of Vilma or any other person working for the respondents, and Carlos (**alone**), returned those addendums to the leasing office, because Fé, always signed any document **in the Apt. # 1301**, in which she was taking care of Angie. See the (**DE 26**, 6/25/19) of (**Case No. 19-cv-21826-JAL**) & the (**App. D**).

b) – Also, see the (**App. E**), demonstrating that **the handwritten statements**

fraudulently added by Vilma to these three lease addendums, saying "also can't mistread any Villas of Hialeah Staff or trow water by balcony or Hallway" **is false**, because the document that (the same Vilma) drafted and signed on May 19, 2014, (**DEFT'S EXHIBIT No. C**), of the **CASE No. 18-236-CC-21**, showed in (**App. E-2**), which says "**Our records shows that the tenants have never been late and we have not had any inconvenience with our tenants; tenants have always been in compliance with our property Rules and Regulations**" **directly contradict** the "lease addendum" showed here in the (**App. E-1**), that the same Vilma "**forged**" because "**it is her own handwriting**," but the (**App. E-1**), **was dated one year before**, on (**10/15/2013**), **therefore should not contain** that handwritten statement" (**emphasis added**).

c) – The (**App. F**), demonstrate the same bad behavior of Vilma, because this addendum dated on (**10/16/15**), (**App. F-1**), **did not have those written statements**, since the lease assistant (Zulma Ramos), who provided it to Carlos, **did not find any bad record** about us in our tenants' file at any moment that she gave Carlos any document. But "**only two weeks later**" after we signed and Carlos returned the addendum dated on (**10/31/15**) and showed here in the (**App. F-2**), **Vilma also forged it** by adding those **false** written statements (**emphasis added**).

B. In *245 C & C, LLC v. Carlos Alberto Alonso Cano and Fé Morejón Fernández*. **Case No. 2018-000236-CC-21**, the respondents and their witnesses "**LIED" at stand** and committed "**perjury under oath**," and Mr. Lowenhaupt

(respondents' lawyer) "**committed fraud upon the court**" by **withholding relevant evidence** from Mr. Brochyus (applicants' lawyer), from the state court of Florida, and also from the HUD investigator in 2017, **because**:

a) – Vilma said "**He's never been more than 24 hours without a/c**." See (**App. G-3**), but neither respondents, nor Vilma or Mr. Lowenhaupt, provided to Mr. Brochyus, see (**App. G-5 to G-7**), nor to the applicants, during that case, with all the maintenance work orders, which we received during the discovery period of this federal case and **demonstrating the contrary**, and which, we provided to the DC in the Case **No. 19-cv-21826-JAL** with the (**DE 470**, 6/1/21), (**pg. 111, 112, 117, 118, 116, 119, 120** of 294). But, even after the eviction trial occurred in November, 2018, we continued having bad air conditioning services in VOH. See (**DE 470**, 6/1/21), (**pg. 133** of 294).

b) – Respondents **never provided** to the HUD investigator, **the maintenance work orders mentioned above**, but they provided during the HUD investigation (**No.: 04-17-9733-8**) and to Mr. Brochyus during discovery of the case (**No. 2018-000236-CC-21**), the "**forged**" maintenance work order, showed in the (**App. G-8**), in which Vilma "**fraudulently**" also added the handwritten notes dated on (**2/26/17**) and on (**2/27/17**), when it **really pertained to a maintenance work that was done on** (**3/1/2013**) at (**2:36 PM**), meaning that **Vilma falsified it with four years of difference** in 2017 **to be provided to the HUD investigator** (**emphasis added**).

Even, respondents and Mr. Lowenhaupt provided to the HUD investigator, Vilma's

sworn affidavit, showed here in the (**App. G-9 & G-10**), that she signed on (**10/31/17**) in which, she "**falsely**" said "That the Complainants' HVAC problems were "**always**" addressed "**promptly**" as they were received, and "**no delay**" was made **to the requested repairs of the HVAC system**." See (**App. G-9**: **pt. 7**) and compare it with the (**DE 470**, 6/1/21), (pg. **111, 112, 117, 118, 116, 119, 120** of 294) (**emphasis added**).

In (**App. G-9**: **pt. 4**), Vilma **said** "That **I only became aware of the disability of the son** of the Complainants **in May 2012** when **I was informed by Mr. Carlos Alonso that his son was indeed disabled**," which **is totally false**, because the first person that told Vilma that Angie was disabled, was her assistant Alba Ribas, after she showed the Apt. # 1301 to Carlos on October 2011, few days before we rented it, and Carlos told Alba that day, that we will rent it, especially because Angie was disabled and could not go out as other children, so since that apartment was located in front of the entrance of the property and of the big parking area located there, we will put Angie in the main bedroom which a big glass door heading to that area, for Angie to be entertained looking at there, which really occurred like that, because every day Angie was watching and smiling with the cars and persons moving in that area, but it sadly stopped on January, 2021 when we were unfairly evicted from that apartment which was very loved by Angie. See **App. I-3**: 4 & 9 (**emphasis added**).

In (**App. G-9**: **pt. 5**), Vilma **recognized** that "**Mr. Alonso provided her a letter from Angie's Healthcare Provider on September, 2013,** explaining **his**

son's condition." See also the (**App. K-11: 18**).

In (**App. G-9**: **pt. 8**), Vilma "**committed perjury under oath**" by saying "That **only once in the entire residency of the Complainants at the property**, did **Mr. Alonso request an assigned handicapped parking space**, **sometime in 2013**," **but** this, it is **directly contradicted** by: (1) our three affidavits (**CAAFF**, **FMAFF**, **JAAFF**), which were included in the USB that was filed with the (**DE 502**, 8/9/21), and appear in the USCA11 Case: **23-12413** at (**Doc. 73**, 4/29/24), (**pg. 35 to 61** of 275); (2) is contradicted by our declarations during our depositions and cross-examinations, see the (**DE 470**, 6/1/21),(**pg. 39, 40, 41, 42, 43, 44, 56, 57 & 58** of 294), but Mrs. Langbein **is denying to provide the Zoom recordings**, because intentionally were eliminated some dates, including (**3/29/17**); (**4/7/17**), (**10/2/17**) and (**10/3/17**) from those transcripts. And Vilma's declaration also is contradicted by our declarations during the bench trial, and by the **requests we made in writing**, see USCA11 **Case: 23-12413** in the (**Doc. 73**, 4/29/24), (**pg. 119 to 123** of 275), demonstrating that on (**10/2/17**) and on (**10/3/17**), we requested "**in writing**" and "**still when we were tenants of VOH**," "**the assigned parking space for Angie**," (**Doc. 73**)(**pg. 120** (**4**) & **122** (**4**)); the "**modification of Angie's bathroom**" (**Doc. 73**)(**pg. 120** (**3**) & **122** (**3**)); to "**allow us to stay at VOH until we can buy our own house, without any retaliation**," (**Doc. 73**)(**pg. 120** (**1**)) & **122** (**1**)); **together with the other reliefs requested in those documents (emphasis added)**.

THEREFORE: Vilma "**also committed perjury under oath**" in her

affidavit signed on (**10/31/17**), that is, **ONLY TWENTY EIGHT** (28) **DAYS**, **after we made those written requests on** (**10/2/17**) and on (**10/3/17**), because she said:

a) – "There was no other request ever made other than that one time on a verbal basis." See **App. G-9** (**8**), and

b) – "That the Complainants never asked for a bathroom modification at any time during their residency at Villas of Hialeah Apartments." See **App. G-9** (**9**).

In the **App. G-10** (**19**), Vilma **also** "**committed perjury under oath**" by saying "That I have received Fair Housing Training as has all of my staff over the years," **because**:

a) – One year later, on (**9/26/18**) during her deposition with Mr. Brochyus, in front of Mr. Lowenhaup, Mrs. Langbein and Carlos, Vilma demonstrated that **she did not know what was a reasonable accommodation under the FHA, not that Angie was entitled to reasonable accommodations**, by saying "**I don't know**." (**App. H-5**:4), and

b) – By saying "**That question is - - I don't understand well**" (**App. H-5**:7), Vilma, "**committed perjury under oath**" by saying to the HUD investigator that "**All A/C maintenance requests have been taken care of within 24 hours**." Compare (**App. I-6**) **with** the (**DE 470**, 6/1/21), (**pg. 111, 112, 117, 118, 116, 119, 120** of 294).

Vilma, "**committed perjury under oath**" by saying "**None**" to the HUD investigator (**not managing two properties**), because she said to Mr. Brochyus

that "**she managed two properties**." Compare (**App. I-7**) with (**App. H-3**: 25; **H-4**:1 & **H-4**: 5-6), and during the bench trial on (**6/26/23**), Vilma also said to Mrs. Langbei, **that she managed two properties** (**App. K-21**:1). Vilma, also provided to the HUD investigator, the "**falsified A/C work order**" showed in (**App. I-9**), as was explained above in **B** (b).

Vilma, also demonstrated **that even up to the day** (**10/13/17**) when she was interviewed by Adoniram Vargas (HUD investigator), **she had not yet received** a **correct course or training on the Fair Housing Act** (**FHA**), **pursuant the wrong responses given by her and marked with arrows** in (**App. I**). The respondents argued that (**N/A**) means (**not applicable**) in the responses given in the **Appendix I**, but we consider that any landlord that received a proper training about the FHA: (1) should have a written policy for dealing with handicapped tenants, (2) should have a record of every handicapped tenant living on their property, and (3) should never have said "**We do not have policies to assign handicapped parking spaces**," because it is **totally contrary** to the precepts and goals of the FHA. See the (**App. I-5**:4).

THEREFORE, respondents' policy of "**No assigning handicapped parking spaces**," (**App. K-14**:9-11), besides of been the **MAIN REASON**, for which they never assigned a disabled parking space for Angie, also was applied **to not permit the modification of Angie's bathroom** from (**2/3/13**) to (**10/3/17**).

Also see, the (**Doc. 73**, 4/29/24), (**pg. 119 to 123** of 275), in the USCA11 **Case: 23-12413**, showing "**the written requests**" we made on (**10/2/17**) and on

(**10/3/17**), **which also were denied outright**. Carlos told about them, to Mrs. Langbein, during his deposition, **but those declarations**, were "**intentionally eliminated**" from the trial transcripts (**emphasis added**).

Even, "**three years after**" we made written request on (**10/2/17**) and (**10/3/17**), the respondents and Mrs. Langbein, said "**Defendants admit the 2013 request occurred**" but "deny Plaintiffs ever made another request," (**FN 3**), in (**DE 364**, 11/16/20)(**pg. 4** of 26), **which is totally false**, because:

a) - On (**10/13/17**) Vilma responded to the HUD investigator "He asked me for an assigned handicapped parking space **two years**...**ago**," **meaning in** (**2015**). See (**App. I-4**:34) here, and

b) - On (**11/12/20**), under penalty of perjury pursuant 28 U.S.C. § 1746, Vilma signed an affidavit (excerpt showed here) in (**App. J-1 to J- 6**), in which she said "The only other times (in plural) ALONSO has ever contacted me about parking issues "**were**"(in plural) when "**he received parking violation notices**" from VOH's On Call Parking or when he was upset because VOH decided "**not to institute a policy**" to assign each apartment its own parking spaces," See (**App. J-4**: pt. 15) and (**App. J-5** (1st line)).

But, the "**unfair**" and "**only parking warning**" posted in Carlos' car, was on (**3/29/17**), see (**App. J-7**); see (**DE 430**, 1/22/21),(pg. 22 of 245); see (**DE 470**, 6/1/21),(**pg. 70** & 71 of 294). See also (**App. K-22**:24) & (**App. K-23**:1) in which Vilma "**recognized**" that Carlos visited her on (**3/29/17**) which demonstrate that Vilma "**LIED AT STAND**" and "**COMMITTED PERJURY UNDER OAT**" by

saying in (**App. K**-18:14) that "Carlos came to see her "**for a parking violation**" [**Prior to 2013**]. But, Vilma "**intentionally**" **withheld the facts** that on (**3/29/17**), Carlos **also requested an assign disabled parking space** to avoid future parking warnings and "**permission to remodel Angie's bathroom**" because Fe asked Carlos **to request it again since she was struggling to bath Angie**, in the bath chair that was broking already (**emphasis added**). Besides that, all the other "alleged" **BUT FALSE**, parking violations warnings that Carlos received, **were sent AFTER** (**3/29/17**). See (**App. J-7 to J-20**), demonstrating they were sent **to intimidate Carlos**, after **we filed the (2nd) HUD complaint** in September, 2017 and after we filed our first lawsuit in federal court Case (**No. 18-cv- 20537-UU**) on (**2/2/18**). We got to that conclusion, because On Call emails, **greatly increased** from (**2/11/18**),(**App. J-13**) to (**4/19/18**)(**App. J-19**) **without legitimate reasons**, because Carlos' parking decal was extended for (90) days (**App. J-12**), because Carlos complained to Vilma against On Call for those meritless warnings.

On the same (**3/29/17**), after knowing about the parking warning, Carlos went to Vilma's office **for the second time in March 2017** and **requested to Vilma**: (1) **to remove that parking warning from his records**, because he was parked correctly, (2) **to assign the (2nd) disabled parking space for Angie** to avoid future parking warnings like this, and (3) **requested Vilma's permission to remodel Angie's bathroom**, because **Fe asked Carlos to request it again**, since she was struggling to bath Angie at that time, because the bath chair was broking, Vilma **denied them all "outright**." So Carlos had no other option and on (**4/2/17**), fabricated himself "**a wooden seat**" in which we bathed Angie **for almost**

four (4) years, from (**4/2/17**) to (**1/12/21**) when we were unfairly evicted from the Apt. # 1301 of VOH, as if we lived in an African or third country world **where the rights of people with disabilities are not respected**. See the (**DE 470**, 6/1/21),(**pg. 35 to 37** of 294) showing the wooden chair fabricated by Carlos on (4/2/17), photos of which Carlos brought in color to the DC, but they were uploaded in black and white in the docket, **damaging their reliability**, **WHICH IS**

ANOTHER REASON TO STAY THE APPEAL, because "**ALL**" the original photos of the disabled parking area and of Angie's bathroom, that Carlos "**intentionally**" filed in the DC, to brought to the attention of the DC, **never were sent to the record departments of the CA and still are in the DC**. We reached the above conclusion, because in the order (**DE 555**, 8/17/22) and in the ORDERS (**DE 678 & 679**, 7/20/23), the Judge J. A. Lenard **did not mention at least one of the videos that we provided to support our claims in the counts I, III, V and XIV**, **which shows that the DC committed a BIG AND SERIOUS LEGAL ERROR WHICH WARRANTS REVERSAL OF THOSE COUNTS AND OF OTHERS THAT ARE RELATED WITH THE EVIDENCE PROVIDED IN OUR USB**, which never were mentioned by the DC, **possibly they thought that our USB was lost** (**App. C-2**:20-21). In addition to the above facts, the manager of the DC records department, **Mr. Randy Tobie**, told Carlos on two different occasions that the USB filed with the (**DE 502**, 9/8/21), always was **kept in one of the drawers of his desk so that it would not be lost**, and about it know others workers, including **Karen, Arianne and Richard**, present the day Mr. Tobie **showed it to Carlos** (**who reviewed it to be sure was the correct one**), and

then, Mr. **Randi Tobie**, put the (**PSUSB**) filed with the (**DE 502**, 8/9/21), inside a yellow envelope and took it to the record's department so they could send it to the court of appeals in Atlanta, Georgia. See (**App. A-1**), (**emphasis added**).

RELEVANT HERE IS: That on (**6/26/23**), during the bench trial **Vilma**, "**again**" "**LIED at stand**" and "**committed perjury under oath**" because she could not provide Mrs. Langbein with a photo **of the (2nd) disabled parking space** "**not occupied by a car**" because that parking space **almost always was occupied**, so Vilma "**intentionally**" brought as evidence to the bench trial, **photo of the (4th) disabled parking space**, **that was farther with respect to the main entrance of building 2500**, **to deceive the DC**, and "**falsely**" said "**that Carlos wanted the (4th) disabled parking space for Angie**" in front of building 2500 (**App. K-3**:9) & (**App. K-4**:20), **when really was the (2nd)**, (**App. K-4**: 10-11), that Carlos always requested to Vilma and Tom Cabrerizo on (**8/4/16**), as **it is the closest to building 2500**, **with the aisle to park Angie's wheelchair on the left side of Carlos' car**, since we have to seat Angie in the second row of seats in Carlos' van and through the left door **that is near that seat**, because on the right side, **the seat is far from the door** and **Angie cannot reach it**, **due to his mental retardation and physical disabilities**. See case **No.:1:19-cv-21826-JAL**, (**DE 470**, 6/1/21), (**pg. 29 to 31** of 294), **showing (3) three photos** (**filed in color by Carlos in the DC**), specifically **for the DC to see Fe struggling "alone" to seat Angie in Carlos' car that day and many days**, (because other car was parked on the left side of Carlos' car, and there was a reduced space in which, Carlos could not enter to help Fe), **which is other reason to stay the appeal**, until the DC send to

the CA, "**ALL**" the **ORIGINAL** evidences that we filed at record **IN COLOR** "**intentionally**" because they demonstrate the **necessity and reasonableness** of each accommodation and modification requested for Angie which the DC, **UNTIL TODAY HAVE REFUSED TO SEND TO THE CA** in Atlanta, Georgia (**emphasis added**). Carlos, every time he met Vilma and Tom, always explained these factors to them, when he requested **to assig the 2nd disabled parking space for** Angie; and **also explained these factors to Mrs. Langbein during Carlos' deposition**, but they were "**intentionally**" eliminated from the transcripts, **and that's other reason for which we need the Zoom recordings BEFORE DRAFTING OUR Brief FOR APPEAL** (**emphasis added**).

In (FN 16) of (**DE 364**, 11/16/20),(pg. 9 of 26), respondents "**misrepresented**" that "**Defendants never had an opportunity to engage Plaintiffs in an interactive process**," ("**which is totally false**,") **because they always denied outright, all our request without paying attention to Angie's needs, EVEN AFTER Carlos explained them, to Vilma and Tom Cabrerizo**, when he reached them. But, in his affidavit (**CAAFF**) included in the USB filed in court (**DE 502**, 8/9/21), Carlos clearly said: that on (**8/4/16**), he requested Tom Cabrerizo: "**To provide for my son the (2nd) disabled parking space** to locate the wheelchair at the left side of my car, because **Vilma have refused that accommodation until that time**." See USCA11 Case: **23-12413** (**Doc. 73**, 4/29/24)(**pg. 39** (pt. 20 (a)). And all the accommodations and modification of Angie's bathroom, were well explained in our **written requests**, made on (**10/2/17**) and (**10/3/17**), which are showed in USCA11 Case: 23-12413 (**Doc. 73**, 4/29/24)(**pg. 119 to 123** of 275)), and

in every email that Carlos sent to Vilma asking to remove far from our apartment, **the loud cutting thee machine that they located in front of Angie' bedroom for various hours** and "**unnecessarily caused a lot of distress and discomfort to Angie, including tears**," (as shows the videos included in the USB filed with the (**DE 502**, 8/9/21) for the Count V of the SAC), because in front of our apartment only were located two palm trees, which leaves always were cut using a small and noiseless hand machine that cut those leaves in few minutes, **but they put several times**, that **BIG INDUSTRAIL MACHINE IN FRONT OF OUR APARTMENT TO HARASS US**.

The DC also, **did not see**, **did not consider** and **did not mention** in the ORDER (**DE 555**, 8/17/22), **all the videos that were provided**, demonstrating all the times **that our right to the quiet enjoyment of the premises was violated**, as we stated in the **Counts V and XIV of the SAC** (**emphasis added**).

C. In the eviction case (No. 2018-000236-CC-21), Mr. Lowenhaupt "COMMITTED FRAUD UPON THE COURT" by "INTENTIONALLY MISREPRESENTING THE FACTS" AND "LEADING VILMA TO COMMIT PERJURY AT STAND" EVEN KNOWING THAT Vilma WAS MISREPRESENTING THE FACTS AND Mrs. Langbein brought these "TWO DISHONEST PERSONS" as witnesses in the bench trial in the DC.

On (**11/19/18**) during the (**3rd**) day of the eviction trial against us, Carlos declared to Mrs. Brochyus, that **he handed to Vilma** a **medical letter** of Angie's primary doctor Dr. Gladys Alonso **which go over Angie's condition**. See (**App. L-10**: 12, 15, 18, 24) & (**App. L-11**:1). That medical letter stated that Angie has "**difficulty walking**"; "**wheelchair dependence**"; "**generalized anxiety**";

"**abnormal speech**"; "**mental retardation**" and "**chronic allergies**." See (**App. L-17** & **L-18**). The **App. L-17**, was provided by Mr. Lowenhaupt to the HUD investigator and **App. L-18**, was provided by Carlos to Mr. Brochyus and filed by him in the eviction case.

RELEVANT HERE IS THAT: That day, Mr. Lowenhaup, "**intentionally**" (1) "**objected to that coming in**," and said (2) "**My client said they didn't get that letter**." See **App. L-11: 2 - 3**,

THEREFORE, Mr. Lowenhaupt, "**intentionally**" "**COMMITTED FRAUD UPON THE STATE COURT OF FLORIDA**," and "**MISREPRESENTED THE FACTS**," and the "**WORSE PART IS THAT**" Mr. Lowenhaupt "**KNEW WHAT HE WAS DOING**," because:

a) - On (**10/31/17**), approximately "**ONE YEAR BEFORE**," **THE SAME** Mr. Lowenhaupt, **HANDED A LETTER** to the HUD investigator Adoniram Vargas, **IN WHICH**, Mr. Lowenhaupt **SAID**: "The Complainants **moved into the premises in October 2011**. "However, **a few months** into tenancy, **in approximately May, 2012**, the manager, **Vilma Hernandez, was made aware by Carlos Alonso that his son was indeed disabled.**" See (**App. L-14**: 1, 3-5), and

b) – "**A letter was provided** by a medical provider **to the management**, "**at a management request**," that is included as **Exhibit "J"** (**App. L-14**: 7-8).

c) – **The letter**, mentioned as **Exhibit "J"** is the (**App. L-17**) which is "**identical**" to the letter showed in the (**App. L-18**), filed by Mr. Brochyus in the eviction case.

THEREFORE: On (**11/15/18**), **the first day** of that eviction trial against us, Vilma Hernandez (manager of VOH) and the **MAIN WITNESS** of respondents **in**

the eviction case against us **AND IN THIS CASE**, "**SHE LIED AT STAND**" and "**SHE COMMITTED PERJURY UNDER OATH**" by saying to Mr. Brochyus: "**I don't know his afflictions**." See (**App. L-7**: 6).

THEREFORE: **It means that** Vilma, on (**11/15/18**), that is "**more than six (6) years**" after **receiving in her hands** that medical letter from Carlos, "**either she had never read that letter, where Angie's disabilities were described or she did not care about Angie's needs and rights**" but Vilma recognized that "**she have saw Angie in his wheelchair**" (**App. L-7**: 3 & 8), because at that moment **we already have lived for seven (7) years in VOH** (**App. L-7**: 12).

Mr. Lowenhaup, "**MISREPRESENTED**" in his letter of (**10/31/17**), that "**The only people left with generators** for the entire property **were Mr. Alonso, the Complainant**," and **one other party** who was to be sent a Seven Day Notice to Cure, **but the power returned the next day**" (**App. L-15**: 31-32), **WHICH IS TOTALLY FALSE**, because "**neither Vilma, nor other worker of the respondents, saw our generator running at any time**." See (**App. L-19**), showing the report of the security guard Carlos Hernandez (the only person at VOH during the two days of hurricane Irma when we were without power), and in his report made on (**9/13/17**) at (**12:46 PM**), (the same day the power returned), our **Apt. # 1301 APPEARED WITHOUT A GENERATOR** (Also for day (**9/12/17**)).

RELEVANT HERE IS: That neither the respondents nor Mr. Lowenhaupt, **never provided the report of Carlos Hernandez to the HUD investigator or to Mr. Brochyus**. See the (**App. I-1**) showing the list of documents provided to the HUD investigator, and (**App. L-21**) showing the evidence presented in the eviction

case, **in which did not appear such report** (**emphasis added**). Pursuant (**L-24**:24), Vilma, **google translated** the report of Carlos Fernandez, but she "**intentionally**" **did not translate it completely** and "**fraudulently**" "**omitted half of the underlined sentence**," in (**App. L-20**), which **should said** "**they had no orders that those generators should be turned off**' pursuant what Carlos Hernandez wrote (in Spanish) **in the underlined sentence in** (**App. L-19**) written in Spanish, **which match with Mr. Lowenhaupt's statement** in (**App. L-15**: 35-37), when Carlos Hernandez called the police "**which did not come to VOH**," but the fire fighters came to VOH, to ask **the tenant of Apt. # 1316** (**App. L-19**:34), to turn off their generator, (not Carlos' generator **that was not running**).

RELEVANT HERE IS: That, the during discovery period of this federal lawsuit, besides of providing us with the "**forged lease addendums**" (**App. D-2; D-3; E-1; F-2**), with the "**forged" maintenance work order**" (**App. G-8**), the respondents **also provided us**, with the "**forged report**" of Carlos Hernandez (**App. L-20**), to "**HID**" **the important fact**, that the firefighters said "**that they had no orders from the City Hall of Hialeah to remove any generator**" as they said to Carlos when he visited the firefighter's office located behind of the Hialeah City Hall, and they told Carlos there was authorized the use of small generators, because there were so many areas without power, (as also was used by Vilma Hernandez when she returned to VOH to run her office) on (**9/12/17**), after the passage of the hurricane "**Irma**" for been **TWO DAYS WITHOUT ELECTRICAL CURRENT** which returned the next day (**9/13/17**), (**emphasis added**).

RELEVANT HERE IS THAT: "**ALL THE DOCUMENTS MENTIONED ABOVE, WERE FORGED**" "**only**" by Vilma Hernandez, **WHO MUST BE DECLARED** by the U.S. Supreme Court, as "**A NOT RELIABLE WITNESS**" and "**MUST BE SEVERELY PROSECUTED AND SANCTIONED, FOR PERJURY AND FALSIFICATION OF DOCUMENTS**" and we respectfully request to the U.S. Supreme Court, to "**SUA SPONTE**" and "**USING ITS POWER AND DISCRETION**" **to ORDER to the lower courts to open a criminal case against Vilma Hernandez**" (manager of VOH), **for all the "perjuries"; "frauds"** and **"falsifications," she have committed until now IN THREE DIFFERENT LEGAL PROCEEDINGS, which are exposed in this application for a stay, and we request,** that "**HER DECLARATIONS DURING THE HUD INVESTIGATION, DURING THE EVICTION TRIAL AND DURING THIS FEDERAL CASE, MUST BE DISMISSED WITH PREJUDICE**"[6] for "**INTENTIONALLY**"; "**MALICIOUSLY**"; "**EGREGIOUS**" and

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[6] **The trial court may dismiss a party entire case, when the party perpetrates a fraud on the court which permeates the entire proceedings**." *Vieira v. Doe*, 813 So. 2d 1030, 1031 (Fla. 4th DCA 2002).

See, *Talbot v. Foreclosure Connection, Inc*, Case No. 2:18-cv-169 (D. Utah Jul. 29, 2020)", stating: "Discovery is not supposed to be a shell game, where the hidden ball is moved round and round and only revealed after so many false guesses are made and so much money is squandered." *Lee v. Max Int'l, LLC*, 638 F.3d 1318, 1322 (10th Cir.2011). "Amount of Interference with the Judicial Process": If a claim or document contains "**false statements, responses or deliberate omissions**," **then willfulness is established**. The discovery abuses in this case are "**unacceptable**" and as stated before, **Defendants' conduct is troubling**. Accordingly the court concludes **the appropriate sanction in this case is to enter default judgment on liability**. **The court also concludes counsel should be sanctioned personally for his conduct**. "By imposing these sanctions, the court's purpose is to **deter Defendants and counsel from withholding relevant evidence, submitting sworn affidavits with false or misleading information in them, and making arguments to the court or other tribunals that misrepresent fact and law**." (**emphasis added**).

"**REPEATEDLY**" **misrepresenting the facts**; and for **filing affidavits with misleading information in them** (**App. G-9 & G-10**); (**App. J-3**:11),(**App. J-3**:12) & (**App. J-4**: 12), and **for withholding relevant evidence during the HUD investigation, during the eviction trial** (**App. L-19; L-20 & M-24**); (**DE 470**, 6/1/21), (**pg. 111, 112, 115, 116, 117, 118, 119, 121, 132 & 133**), and "**for committing perjury under oath" in "three different legal proceedings**," applying the same **pattern and scheme of fraud to deceive the judicial system** that **permeated those three proceedings**, and "**the worse**" for doing it "**against a disabled person**" and his family to whom Vilma and respondents have caused **several emotional and monetary damages for years**, and **for removing Angie from the most suitable apartment for him**, after our "**wrong and illegal eviction**" was executed on January 2021, without good and legitimate reasons (**emphasis added**).

EVEN, during her deposition for the eviction case, **in which were present Mrs. Lowenhaupt and Mrs. Langbeinb** (**App. H-2**: 15-17) (**emphasis added**), Vilma "**COMMITTED PERJURY UNDER OAT**," by saying "**Yes, Sir**," to Mr. Brochyus (**App. L-24**: 21), **meaning that she provided the report of Carlos Hernandez (which was an email too), to the HUD investigator**, "**WHICH IS TOTALLY FALSE**." See that **it does not appear in** (**App. I -1**), showing the list of documents that received the HUD investigator (**emphasis added**).

On (**9/12/17**), **after been two days without electrical current**, after the passage of the hurricane "**Irma**" through Miami Dade County, Angie was not sleeping properly, sweating, screaming and in in great discomfort. So **Carlos and**

Jany, together went to the leasing office, and "**in writing**" requested to Vilma, "**a generator**" and "**a portable air conditioning A/C**," for Angie as a "**reasonable accommodation**" (**App. L-30**: 19-20); (**App. H-5**: 12-21), but **Vilma denied both requests "outright**" and said "**Carlos we have no generators available to provide to you**,"(**App. G-9**: 38-39); (**App. L-15**: 6-7); (**App. L-31**: 3-4),(**emphasis added**). **Pay attention to the fact** that Vilma in (**App. G-9**: 38-39) did not mention **the portable A/C**, requested in (**App. M-2**: 2) because on (**9/12/17**), Vilma "**did not read completely that written request**" as Jany said in (**App. L-30**: 24-25) and "**gave it back to us**" (**App. L-31**: 1-3), and said "**she will not be giving us any**" (**App. L-31**: 4), **referring to the generator**. And Vilma's answer **also** "**was immediate. No waiting time for the answer**," (**App. I-5:** 1-2), and "**without entering in an interactive process**," meaning that **Vilma always denied everything outright** "**for Angie**" during all those years, without considering Angie's needs as a disabled person (**emphasis added**).

RELEVANT HERE IS: that neither Vilma nor Jany, **said** that on (**9/12/17**), "**Vilma told to us**" that "**using a generator will violate a fire code**" as Mrs. Langbein "**falsely argued**" in her appellate Brief for the case *245 C&C LLC v. Carlos Alberto* (**No. 2019-000208-AP-01**). See (**App. M-16**), (**emphasis added**).

On (**9/18/17**), Carlos returned to the leasing office, and "**as a reasonable accommodation**," to protect **Angie and our two daughters**, from been cut by a broken glass, **asked Vilma to allow us to keep the tapes** that Carlos put in the glass door and windows of **Apt. # 1301**, (**App. M-5**), because the hurricane "**Maria**" after destroying Puerto Rico, was heading to Miami Dade County, but Vilma, **also**

denied that second request "**outright**," and only (**14) days after** the first request made (**App. M-2, M-3, M-4**) which all are the same document, and only **(8) days after**, the second request (**App. M-5**), (as she did in August, 2013 and in August, 2016, **after we requested her to fix as soon as possible our A/C** that was broken for two and three weeks respectively), (**App. M-12**: 23-24; 25), Vilma "**again**" abruptly "**terminated our tenancy**" (**App. H-5**: 19-21) **after we requested those accommodations for Angie**; **because** on (**9/18/17**) after Vilma denied us to keep the tapes (**App. L-26 & L-27**), Carlos informed Vilma that he have already filed a complaint in HUD against her in June, 2017, and since she continued behaving in way that affected Angie's rights, **Carlos will contact HUD and file another complaint**, against her and the respondents (**App. M-7**: pt. 53), (excerpt of Carlos affidavit **CAAFF** located in the (**PSUSB**) filed with (**DE 502**).

THEREFORE: **Carlos threat to Vilma** on (**9/18/17**), to file **another HUD complaint**, "**IS THE REAL REASON**," for which Vilma sent us **the seven (7) day notice to cure** (**App. M-9**), in which "**did not mention the word generator**" but requesting "**to immediately remove tapes**", and **the very next day** (**9/26/17**), sent us **the termination letter** (**App. M-10**) **violating our legal rights for not giving us the (7) days to remove the tapes**, which we "**really removed within those seven days**" (**App. L-27**: 8-12), (**emphasis added**).

RELEVANT HERE IS THAT: Vilma should have not sent the termination letter, because respondents did not have a written policy for hurricane season (**App. I-6**:4-5). It was an unreasonable decision of Vilma, because the report of Carlos Hernandez, (which never was provided to Mrs. Brochyus) in the (**App. L-20**) for the

Apt. # 2101, said "they called the central office and said that they had no guidance in this regard," meaning that it was an "**unreasonable**" and "**unilaterally decision**" taken by Vilma against applicants, to harass us and directly discriminate Angie, and not because someone from corporate office ordered or asked her to do it.

THEREFORE, **Vilma terminated our tenancy for requesting accommodations for Angie** and **for telling her on (9/18/17) that we will file another complaint in HUD against her and respondents** (**emphasis added**).

RELEVANT HERE IS: That, Vilma could approve our accommodation and allow us to keep the tapes, **AT LEAST UNTIL AFTER** the hurricane Maria passed the Miami Dade County, **because it did not impose and undue burden** to the respondents. **EVEN**, "**withholding other evidence**," the respondents and Mr. Lowenhaup, **did not provide copy** of the (**App. M-5**), to the HUD investigator, because they considered it "**reasonable**" and because **it did not appear in the list** showed in the (**App. I-1**), (**emphasis added**).

D. Mr. Lowenhaupt "AGAIN" COMMITTED FRAUD UPON THE STATE COURT of Florida, "BY LEADING" Vilma TO "LIED AT STAND" and "TO COMMITT PERJURY UNDER OATH" DURING THE EVICTION TRIAL AGAISNT US.

In the first day (**App. L-1**), of the eviction trial against us, during the direct examination of Vilma Hernandez, **Mr. Lowenhaupt**, "**intentionally and maliciously**" **was leading Vilma, by asking her questions based on misrepresentations of the facts**, which permitted Vilma to "**lied at stand**" and "**she committed perjury under oath**" and "**repeatedly**" **deceived the judicial system** and took advantage over us **and permeated that case** as will be demonstrated bellow.

The leading questions are showed in the:

a) - (**App. L-3**: 21-22) & (**App. L-3**: 24-25), **but compare both questions with the own statement of** Mr. Lowenhaupt' in (**App. L-15**: 35-37) & (**App. L-15**: 41-42).

b) - (**App. L-4**: 5-6), **but compare it with** (**App. L-19**) for (Apt. # 1301) which appeared "**without generator**" (**emphasis added**).

c) – (**App. L-4**: 9) & (**App. L-4**: 11-12), **but compare them**, with (**App. L-15**: 33-34) & (**App. L-19**) for (Apt. # 1301) "**without generator**" (**emphasis added**).

d) – (**App. L-5**: 14-15), but compare it with (**App. L-5**: 16-20).

e) – (**App. L-5**: 22), but compare it with (**App. L-27**: 11-12), (**emphasis added**).

Vilma "**LIED AT STAND**" and "**COMMITTED PERJURY UNDER OATH**" **in her responses located in the**:

a) – (**App. L-3**: 23); in the (**App. L-4**: 1); in the (**App. L-4**: 7); in the (**App. L-4**: 10); in the (**App. L-4**: 14-15); in the (**App. L-5**: 23), (**emphasis added**).

c) – **Mr. Lowenhaupt**, "**FALSELLY**" said in his letter, that the request for the generator for Angie **WAS VERBALLY**." See (**App. L-15**: 7-8) (**emphasis added**).

E. Respondents filed the Appeal No. 2019-000208-AP-01, and Mrs. Langbein, "COMMITTED FRAUD UPON THAT COURT OF APPEALS," BY FILING AN APPELLATE BRIEF CONTAINING "SEVERAL MISREPRESENTATIONS OF THE FACTS"

Based on the above **FRAUD UPON THE STATE COURT OF FLORIDA**, **committed by Mr. Lowenhaupt** during the eviction trial against us, **which permeated the appeal case** and permitted respondents and Mrs. Langbein, **to file a frivolous appeal which reversed** the correct verdict of the Judge Milena Abreu (**DE 26**, 6/25/19). Besides that, Mrs. Langbein "**ALSO**" **COMMITTED FRAUD UPON THE Appellate Division of the 11th Judicial Circuit in and**

for Miami Dade County, Florida, by "**repeatedly**", and "**intentionally**" "**misrepresenting the facts**" in **her appellate Brief**, (**App. M-17 & M-18**), **because she knew or should have known from the deposition of Vilma** (**App. H-2**: 15-17), that respondents and Mr. Lowenhaup, "**NEVER PROVIDED THE COMPLETE TENANT'S FILE**" to Mr. Brochyus, including the evidence that are mentioned in (**App. M-18**), but Mrs. Langbein was able to: (1) "**misrepresent**" that "**The Final Judgment is unsupported by substantial competent evidence**," (**App. M-18**); and (2) by **misstating the record on appeal on seven (7) different occasions and "misrepresenting the facts too**;" e.g. by stating that "**in a face to face conversation of Vilma with Carlos**" allegedly on (**9/12/17**), (**but without mentioning Jany**) who went with Carlos to the leasing office that day and was present in that conversation (**App. L-30**:19 & 23), Vilma "**allegedly**" (**but false**) told "**only to Carlos**" that "**he could not use a generator, because it would violate a Florida Fire Prevention Code**," or "**would violate the Month to Month lease**," (**App. M-16**),"**ALL**" of **WHICH ARE TOTALLY FALSE**, **and directly contradicted by the statements in** Vilma's **own affidavit** (**App. G-9**: 38-39); in Mr. Lowenhaupt's **own letter** (**App. L-15**: 6-7); in **Jany's declaration** (**App. L-31**:3-4); and in Vilma's **own declaration at trial** (**App. M-12**: 3-4), (**emphasis added**).

THEREFORE: **We respectfully request to the Supreme Court of United States**, to **sua sponte and pursuant its power and discretion**, **after this "BILL DENOUNCING FRAUD UPON THE COURTS"** (**FN 7**), committed by respondents **on HUD** and **on two state courts of Florida**, and the **FRAUD**

committed by Mr. Lowenhaupt upon the state court of Florida during our eviction case; and **the fraud committed by** Mrs. Langbein, **upon the Appellate Division of the 11th Judicial Circuit in and for Miami Dade County, Florida**,[7] and **upon the U.S. DC for the Southern District of Florida**; **and upon the U. S. Court of Appeals of Atlanta, Georgia**, by (1) **providing forged transcripts** of our depositions and cross examinations, (2) by **making misrepresentations** of facts and law; and (3) by **withholding the Zoom recordings in which are our real declarations**, but Mrs. Langbein, **IS HIDING THEM**, because those recordings would demonstrate **her FRAUD UPON THE DC AND THE CA** of Atlanta, Georgia. Mrs. Langbein's law firm ("**LANGBEIN & LANGBEIN, P.A.**") **has record of participating in a scheme of fraud**. See *McKnight v. Evancheck*, 907 So. 2d 699 (**Fla. Dist. Ct. App. 2005**), in which **HER LAW FIRM**, represented Mr. Charles McKnight in a **FALSE SUIT for automobile negligence**, in which the trial court determined that the "**misrepresentations of McKnight permeated the case**" and **the Court of Appeal affirmed the dismissal of the action** (**emphasis added**).

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[7] To request "**relief from fraud upon the court there is no statute of limitation**," *Hazel-Atlas Glass Co. v. Hartford-Empire Co.*, 322 U. S. 238 (1944); *Universal Oil Products Co. v. Root Refining Co.*, 328 U. S. 575, 328 U. S. 580 (1946). This "**historic power of equity to set aside fraudulently begotten judgments**," *Hazel-Atlas*, 322 U.S. at 322 U. S. 245, **is necessary to the integrity of the courts**. A U.S. Court must exercise its jurisdiction to "prevent unconscionable retention or enforcement of a judgment at law procured by fraud," and "**SUCH BILL MAY BE FILED in the federal court**" which rendered the judgment **or in a federal court other than the court, federal or state, which rendered it**, *Logan v. Patrick*, 5 Cr. 288; *Marine Ins. Co. v. Hodgson*, 7 Cr. 332. **Whenever any officer of the court commits fraud during a proceeding in the court, he/she is engaged in "fraud upon the court**" In *Bulloch v. United States*, 763 F.2d 1115, 1121 (10th Cir. 1985), the court stated "**Fraud upon the court is fraud which is directed to the judicial machinery itself**, ...and **is not** fraud between the parties, nor fraudulent documents, false statements or perjury."

RELEVANT HERE IS THAT: **Mrs. Langbein**, **committed fraud upon two federal courts**, (1) by drafting, signing and filing documents "**with serious misrepresentations of the facts**," see the **underlined statements** of (**App. O-1 to O-4**), and (2) **by misrepresenting the facts at trial**, even after Carlos told Mrs. Langbein (during his deposition) that we requested the accommodations and modification of Angie's bathroom "**at the beginning of March 2017**," again on (**3/29/17**), on (**4/7/17**) and **IN WRITING TOO** (**App. O-5 to O-8**). See (**App. O-9**) showing respondents" **ADVERSE ACTION**, only ONE **DAY**, after we made those requests **in writing** (**App. O**-13:1-2), which **the DC should have known from** (**DE 430**, 1/22/21),(**pg. 23 to 25** of 245)(**EMPHASIS ADDED**). Even, Mrs. Langbein on (**6/8/23**),(**App. P-1**), presented **Carlos' affidavit (CAAFF) as evidence**, in which **clearly appeared all those dates**, but she **did not bring copy of it and did not go through it again as she said** to the DC, (**App. P-4**: 15). At trial there were "WRONG INTERPRETATIONS" and/or "INCORRECT TRANSCRIPTIONS" (**DE 791-1**, 6/14/24),(**pg. 74-109** of 115) and (**App. P-15**: 8). At trial **Carlos denounced THREE TIMES the FRAUD** that Mrs. Langbein and the court reporter Mr. Elias Martínez**, committed during the depositions**, **BUT** the Hon. Judge Lenard **DENIED TO INVESTIGATE**, and granted verbal motions to strike. See (**App. Q-1** to **Q-4**), (**EMPHASIS ADDED**).

THEREFORE: We request to the U.S. Supreme Court, to **sua sponte**, take actions to: (1) **to vacate the verdict obtained by fraud upon the appellate division of the 11th Circuit Court of Miami Dade County, that caused our "wrong and illegal eviction"** in the case (**No. 2019-000208-AP-01**(9/21/20)) and

reversed the correct verdict of the Judge Milena Abreu (**DE 26**, 6/25/19); (2) **to dismiss with prejudice respondents' eviction lawsuit against us**;[8] (3) **to enter a default judgment for liability in our favor** and against the respondents (FN 6), by which **respondents must pay us compensatory damages for our "wrong eviction" and any other relief that this honorable court deemed appropriate** (4) to **SEVERALLY SANCTION** the respondents; Mr. **Lowenhaupt** and **Mrs. Langbein**, (**with disbarment**); and (5) **to criminally prosecute Vilma Hernandez**, because **during three different legal proceedings** which are (the HUD investigation, the eviction lawsuit against us and this federal case), she "**intentionally**" "**maliciously**" and "**repeatedly**" **have committed perjury**,[9] **forged legal documents and evidence to be presented**

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[8] **LANGBEIN & LANGBEIN P.A.** (**Mrs. Langbein's law firm**), **participated in a scheme of fraud** in *McKnight v. Evancheck*, 907 So. 2d 699 (Fla. Dist. Ct. App. 2005), in which it helped Mr. Charles McKnight **to file a false suit for automobile negligence**. The appellees discovered medical records from the prison were appellants was incarcerated, showing an extensive medical history **that Mc Knight was denying**. The trial court determined that the "**misrepresentations of McKnight permeated the case**" and **the Court of Appeal affirmed the dismissal of the action** (**emphasis added**).

[9] See the "**THE CONSEQUENCES OF PERJURY AND RELATED CRIMES**," by the "House of Representatives, Committee on the Judiciary," Washington, DC, Tuesday, December 1, 1998, in which the **CHAIRMAN Hyde** in his opening statements, said: "**There is nothing just or fair in a double standard. We make perjury, subornation of perjury, obstruction of justice, and witness tampering crimes because a judicial system can only succeed if its procedures expose the truth**. If citizens **are allowed to lie with impunity** or "**encourage other to tell false stories**" (**Mr. Lowenhaupt did it in state court of Florida**), or hide evidence (**Mrs. Langbein refuse to provide Zoom Recordings here**), **judges and juries cannot reach just results**. At that point, the courtroom becomes an arena for "**artful liars**" and the jury a mere focus group "**choosing between alternative fictions**." So for my friends **who think that perjury**, **lying, and deceit are** in some circumstances **acceptable and undeserving of punishment**, "**I respectfully disagree.**" Every citizen is entitled to her day in court, to "**have her claims considered under the rule of law**" and "**free from these abhorrent acts.**" That applies no matter how small or unpopular or unimportant that person is **and no matter how great or powerful her opponent is**. Chief Justice Burger resoundingly

for legal proceedings; and have withheld relevant evidences to deceive the judicial system in three different occasions (**emphasis added**); (6) to order Mrs. Langbein to provide us, **copies of the Zoom recordings** of our depositions and cross-examinations (upon order we will pay for them) before we draft and file our "**Brief**" in the CA, and (7) **to sanction the court reporter** Mr. Elías Martinez.

II. PROCEEDINGS BELOW

A. District Court Proceedings

1. **Right to a trial by jury.** On (**5/6/19**) the applicants represented by a lawyer filed this lawsuit in the DC and requested a jury trial (**DE 1**, 5/6/19). We "**only**" agreed to Magistrate Judge decide "**motions concerning discovery**" (**DE 46**, 7/30/19). The SAC was filed on (**12/9/19**) keeping our request for a jury trial and we **never waived it**, **neither verbally nor in writing**, after the DC "**erroneously**" allowed Mr. Lutfy to withdraw (**DE 126**, 12/27/19) and said that we could file an affidavit **stating our intentions to continue pro se**, and we did (**DE 158**, 2/7/20). **Without proper consent of the parties**, the Hon. Magistrate Judge John J. O'Sullivan "**erred**" entering the order (**DE 398**, 12/10/20) granting respondents a

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affirmed **the seriousness of perjury** when he wrote in *United States v. Mandujano*, 425 U.S. 564, 1976: "In the constitutional process of securing a witness's testimony, "**perjury simply has no place whatever**." **Perjured testimony is an obvious** and "**flagrant affront to the basic concepts of judicial proceedings**," (**emphasis added**).
A misrepresentation is fraudulent when the person making it either (a) **knew it was false**, (b) **should have known it was false**, or (c) made the misrepresentation without knowledge of whether it was truth or false. "A person guilty of fraudulent misrepresentation **should not be permitted to hide behind the doctrine of caveat emptor**." *Besett v. Basnett*, 389 So. 2d 995, 997 (Fla. 1980). However, the recipient of a fraudulent misrepresentation **is not justified in relying upon its truth if he knows that it is false or its falsity is obvious to him.** Id. at § 541. See also *Gilchrist Timber Co. v. ITT Rayonier, Inc.*, 696 So. 2d 334, 336 (Fla. 1997).

non-jury trial without advising us of our right to object (**DE 180**, 3/19/20). **We will appeal it in our Brief**.[10] We could not do an errata sheet because from the transcripts were eliminated no few words or statements, **but many portions of our declarations. The DC denied to investigate the fraud that we denounced** in (**DE 358**, 11/5/20) and (**DE 470**, 6/1/21) under **Rule 60(b)**. We appealed acting **pro se**, **as we did before, for more than three years and 450 documents filed in the DC**. With the ORDER (**DE 717**, 9/29/23), the DC struck our (**DE 714**, 9/25/23) and (**DE 715**, 9/27/23), which will be included in our Writ of Certiorari (our right to act pro se).

2. The DC sent electronically the record to the CA, **but until today has not mailed important evidence** (**the color photos**) related to the Counts I and III of the SAC that Carlos filed in the DC. See (**App. N-1**: 9) and (**App. N-2**: c & d).

3. – DURING THE BENCH TRIAL, THE RESPONDENTS' WITNESSES "AGAIN COMMITTED FRAUD" AND "PERJURY SO REPEATED AND EGREGIOS THAT CORRUPTED AND COMPROMISED THE PROCESS"

In the case (**No. 19-cv-21826-JAL**,5/6/19), we provided the documents (**DE 26**, 6/25/19); (**DE 145**, 1/24/20); (**DE 358**, 11/5/20); (**DE 370**, 11/16/20); (**DE 430**, 1/22/21) and (**DE 470**, 6/1/21) which **contain the evidence used here** to demonstrate the lack of credibility of Vilma (respondents' main witness), **but the DC ignored them**. During the bench trial, Vilma, Tom Cabrerizo and Marlein Garcia "**committed fraud and perjury repeatedly**." See (**App. S**) showing an

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[10] "**The right of trial by jury** as declared by the Seventh Amendment to the Constitution—or as provided by a federal statute—**is preserved to the parties inviolate**"; and (2) the FRCP 38(d) states "A party waives a jury trial unless its demand is properly served and filed. **A proper demand may be withdrawn only if the parties consent**."

excerpt of (**DE 792**, 6/25/24), excerpt showed in (**App. S**), demonstrate that: this case **should be reversed for a jury trial**; Tom "**did not remember**" our conversation on (**8/14/16**),(**App. S-18**: 13-15); our testimonies (**App. S-20 to S-39**) show **what happened when we FOUR plaintiff met each one of them** "**separately**" and that, Marlein García also "**lied at stand**" (**App. S-40 to S-44**).

B. Eleven Circuit Proceedings

In (**App. Q-5 to Q-8**), the CA: (1) denied our right to pro se representation;[11] (2) "**erred**" **by refusing to investigate the fraud we denounced** and not ordering Mrs. Langbein to provide copy of the Zoom Recordings (**FN**: 3; 6 (*Talbot v Foreclosure Conn.*); 7; 11 (**fraud**); 8; 9 (**perjury**); (3) by not ordering the DC to send the "**original papers**" we filed "**in color**"[12]; (4) by granting motion to sanction us.

LEGAL STANDARD

"To obtain a stay pending the filing and disposition of a petition for a writ of certiorari, an applicant must show (1) a reasonable probability that four Justices will consider the issue sufficiently meritorious to grant certiorari; (2) a fair prospect that a majority of the Court will vote to reverse the judgment below; (3) a likelihood that irreparable harm will result from the denial of a stay." *Hollingsworth v. Perry*, 558 U.S. 183, 190 (2010); see also 28 U.S.C. § 2101(f) ("In any case in which the final judgment or decree of any court is subject to review by the Supreme Court on writ of certiorari, the execution and enforcement of such judgment or decree may be

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[11] Pursuant the 62 Stat., ch. 646 (June 25, 1948), pursuant the 63 Stat. 103 (May 24, 1949, ch. 139, § 91), and the code **28 U.S. C. § 1654**: "In all courts of the United States **the parties may plead and conduct their own cases personally**."

[12] FRAP 10(a)(1). "The original papers filed in the district court constitute the record on appeal."

stayed for a reasonable time to enable the party aggrieved to obtain a writ of certiorari from the Supreme Court."). See (**App. V**) showing a granting of a stay.

REASONS FOR STAYING PROCEEDING IN THE DC AND THE APPEAL

We cannot file a proper Appellate Brief before (**7/10/24**),(**App. R-1**) without the Zoom recordings. We have to file our Writ of Certiorari before (**8/3/24**),(**App. R-2**). Motion in (**App. R-3 & 4**) should be denied, because we are **denouncing fraud and misconduct** of judicial employees USCA11(No. 23-12413),(**Doc. 45 & 73**), and **reversal** should be granted,(**DE 792**, 6/25/24); (**App. S** & **S-54 to S-59**); (**App. U**).

I. **THERE IS A REASONABLE PROBABILITY THAT THIS COURT WILL GRANT OUR WRIT OF CERTIORARI**

The CA's decision is inconsistent with this Court's precedents (FN 7). It Creates a circuit split, e. g. with *Rozier v. Ford Motor Co. U. S Court of Appeals*, 573 F.2d 1332 (5th Cir. 1978). Pursuant (FN 12), **we can act pro se**.[13] The original color papers filed by us in the DC, **should be sent to the CA**, FRAP 10(a)(1), (FN 13).

II. **The Eleven Circuit's Decision Is Exceptionally Important**: This Court has a vital institutional interest in reviewing decision to preserve the integrity of its precedents against revision by lower courts based on "**omissions**" in reasoning. The balance or irreparable harms and equities favor de applicants, if the fraud is not investigated effectively now.[14]

CONCLUSION

It is respectfully requested **to stay proceedings** in the DC and the CA, without posting a bond (**DE 792**, 6/25/24) and for fraud and fraud upon the court (FN 7, 15).

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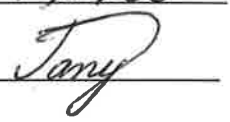
[13] In *Godinez v. Moran*, 509 U.S. 389, (Jun 24, 1933), the Supreme Court ruled that: "A person who is competent to stand trial is also competent to waive an attorney and **proceed pro se**," (**emphasis added**).

[14] **The power to unearth such a fraud is the power to unearth it effectively**. *Hazel-Atlas Co. v. Hartford Empire Co.*, 322 U. S. 238

Respectfully submitted on (7/1/24)

1. - Carlos A. Alonso Cano (individually and for Angie and Katy) 

2. – Fé Morejón Fernandez (individually) 

3. – Jany Alonso Morejon (individually) 

Address: 6700 NW 186th St, Apt # 121, Hialeah, Fl. 33015
Email: carloscaco3@yahoo.com
Phone: (214)-962-7965

APPENDIX

APPENDIX TABLE OF CONTENTS

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Additional material from this filing is available in the Clerk's Office.

Consolidated Appeals: 23-12413-AA & 23-13392-AA

IN THE SUPREME COURT OF THE UNITED STATES

Carlos A. Alonso Cano,
Fé Morejón Fernández,
Jany Alonso Morejón *Applicants*

v.

245 C & C, LLC and
C.F.H. Group, L.L.C *Respondents*

PROOF OF SERVICE

I Carlos Alonso, HEREBY CERTIFY that on July 1, 2024, sent a copy of the foregoing Application for a Stay with all its appendices, and using the USPS "**priority mail service**," (proof attached here), to the following persons:

1. - LANGBEIN & LANGBEIN, P.A., Respondent counsel in this federal case.
8004 NW 154th Street, PMB 353
Miami Lakes, FL 33016
Tel: (305) 556-3663
Fax: (305) 556-3647
Email: langbeinpa@bellsouth.net

2. - Lowenhaupt, Sawyers & Spinale., Respondents' Counsel during our eviction.
7765 SW 87th Avenue, Suite 201
Miami, Florida 33173
Phone: (305) 412-5636
Fax: (305) 412-5630
Email: Status@Fl-Landlord.com

3. – Mr. Elías Martínez, Respondents' Court Reporter during ours depositions
7841 NW 169 TERR
MIAMI LAKES, FL 33016
Phone: 786-683-5154
Email: emcourtreporter@aol.com

4.- 6700 NW 186th St. Apt. # 121,
Hialeah, FL., 33015; Phone: (214)-962, 7965, Carlos A. Alonso

Receipts for sending copies to Mrs. Langbein, Mr. Lowenhaupt and Elias Martinez (7/1/24)

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Priority Mail® Med FR Box	1		$18

Hialeah, FL 33016
Flat Rate
Expected Delivery Date
Tue 07/02/2024
Tracking #:
9505 5152 5614 4183 7589 58
Insurance $0
Up to $100.00 included
Total $18

Grand Total: $18

Debit Card Remit $18
Card Name: VISA
Account #: XXXXXXXXXXXX2279
Approval #: 041545
Transaction #: 569
Receipt #: 062925
Debit Card Purchase: $18.40
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Insurance $0.0
Up to $100.00 included
Total $18.

Grand Total: $18.

Debit Card Remit $18.
Card Name: VISA
Account #: XXXXXXXXXXXX2279
Approval #: 069517
Transaction #: 570
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PIN: Verified

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JFN: 113833-0362
Receipt #: 840-53300101-4-6850805-2

UNITED STATES POSTAL SERVICE

EL MERCADO
2440 W 60TH ST
HIALEAH, FL 33016-9997
(800)275-8777

07/01/2024 03:11

Product	Qty	Unit Price	Pr
Priority Mail® Med FR Box	1		$18

Hialeah, FL 33016
Flat Rate
Expected Delivery Date
Tue 07/02/2024
Tracking #:
9505 5152 5614 4183 7589 96
Insurance $0
Up to $100.00 included
Total $18

Grand Total: $18

Debit Card Remit $18
Card Name: VISA
Account #: XXXXXXXXXXXX2279
Approval #: 001025
Transaction #: 571
Receipt #: 062927
Debit Card Purchase: $18.40
AID: A0000000980840 Chip
AL: US DEBIT
PIN: Verified

Text your tracking number to 28777 (2USI
to get the latest status. Standard Mess
and Data rates may apply. You may als
visit www.usps.com JSPS Tracking or ca
1-800-222-1811.

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insurance. For information on filing a
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or call 1-800-410-7420.

JFN: 113833-0362
Receipt #: 840-53300101-4-6850839-2

Consolidated Appeals: 23-12413-AA & 23-13392-AA

IN THE SUPREME COURT OF THE UNITED STATES

Carlos A. Alonso Cano,
Fé Morejón Fernández,
Jany Alonso Morejón *Applicants*

v.

245 C & C, LLC and
C.F.H. Group, L.L.C *Respondents*

To the Hon. Clarence Thomas, Associate Justice of the Supreme Court of the United States and for the Eleventh Circuit

---

APPLICATION FOR A STAY OF THE PROCEEDINGS IN THE DISTRICT COURT AND IN THE COURT OF APPEALS, PENDING FILING AND DISPOSITION OF OUR PETITION FOR WRIT OF CERTIORARI

2ND PROOF OF SERVICE OF OUR APPLICATION FOR A STAY

I, Carlos Alonso, under penalty of perjury pursuant 28 U.S.C. § 1746, HEREBY CERTIFY that on **July 1, 2024**, I sent by certified mail, copies of the foregoing "**Application for a Stay**" with all its appendices, and using the USPS "**priority mail service**," (proof attached here), to the following persons:

1. - LANGBEIN & LANGBEIN, P.A., Respondents' Counsel in Federal Courts.
8004 NW 154th Street, PMB 353
Miami Lakes, FL 33016
Tel: (305) 556-3663
Fax: (305) 556-3647
Email: langbeinpa@bellsouth.net

(7/3/24)

Proof of Service (2) pages
Exhibits (12) pages

2. - Lowenhaupt, Sawyers & Spinale., Respondents' Counsel in State Court of FL.
7765 SW 87th Avenue, Suite 201
Miami, Florida 33173
Phone: (305) 412-5636
Fax: (305) 412-5630
Email: Status@Fl-Landlord.com

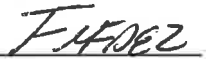
3. – Mr. Elías Martínez, Respondents' Court Reporter, our depositions in Fed. Court
7841 NW 169 TERR
MIAMI LAKES, FL 33016
Phone: 786-683-5154
Email: emcourtreporter@aol.com

4.- As further PROOF OF SERVICE, please see **Exhibits A through C**, attached here, which show copies of photographs taken on (**7/1/24**) of each package sent by certified mail to the above recipients and evidence from the site www.usps.com USPS Tracking, which demonstrate that Mrs. Langbein and Mr. Elías Martínez, already received their copies on (**7/2/24**), and Mr. Lowenhaupts' is in its way.

5. – Attention to Mr. Robert Meek: please attach this second proof of service to our "**Application for a Stay**" sent on (7/1/24) to the Hon. Justice Mr. Clarence Thomas.

Respectfully submitted on (7/3/24)

1. - Carlos A. Alonso Cano (individually and for Angie and Katy) 

2. – Fé Morejón Fernandez (individually) 

3. – Jany Alonso Morejon (individually) 

Address: 6700 NW 186th St, Apt # 121, Hialeah, Fl. 33015
Email: carloscaco3@yahoo.com
Phone: (214)-962-7965

EXHIBIT “A”

Copy "Application for Stay Sent to Elias Martinez

UNITED STATES POSTAL SERVICE.

EL MERCADO
2440 W 60TH ST
HIALEAH, FL 33016-9997
(800)275-8777

07/01/2024 03:07 PM

Product	Qty	Unit Price	Price
Priority Mail® Med FR Box	1		$18.40

Hialeah, FL 33016
Flat Rate
Expected Delivery Date
Tue 07/02/2024
Tracking #:
9505 5152 5614 4183 7589 58
Insurance $0.00
Up to $100.00 included
Total $18.40

Grand Total: $18.40

Debit Card Remit $18.40
Card Name: VISA
Account #: XXXXXXXXXXXX2279
Approval #: 041545
Transaction #: 569
Receipt #: 062925
Debit Card Purchase: $18.40
AID: A0000000980840 Chip
AL: US DEBIT
PIN: Verified

Text your tracking number to 28777 (2USPS) to get the latest status. Standard Message and Data rates may apply. You may also visit www.usps.com USPS Tracking or call 1-800-222-1811.

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A-1

2024 Collections.

UNITED STATES POSTAL SERVICE

- Expected delivery date specified for domestic use.
- Domestic shipments include $100 of insurance (restric
- USPS Tracking® service included for domestic and ma
- Limited international insurance.**

UNITED STATES POSTAL SERVICE. Retail

P US POSTAGE PAID
$18.40
Origin: 33016
07/01/24
1138330362-4

PRIORITY MAIL®

4 Lb 2.10 Oz
RDC 03

EXPECTED DELIVERY DAY: 07/02/24

C092

SHIP TO:
7841 NW 169TH TER
HIALEAH FL 33016-3428

USPS TRACKING® #

UNITED STATES POSTAL SERVICE.

E. MERCADO
2460 W 60TH ST
HIALEAH FL 33016-9207
(850)275-8777

07/01/2024 03:07 PM

Product	Qty	Unit Price	Price
Priority Mail Med FR Box	1		$18.40

Hialeah, FL 33016
Flat Rate
Expected Delivery Date
Tue 07/02/2024
Tracking #:
9505 5152 5614 4183 7580 58
Insurance
Up to $100.00 included $0.00

Total $18.40

Card Total: $18.40

Debit Card Remit $18.40
Card Name: VISA
Account #: XXXXXXXXXXXX2279
Approval #: 041545
Transaction #: 569
Receipt #: 062925
Debit Card Purchase: $18.40
AID: A0000000980840
AL: US DEBIT Chip
PIN: Verified

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or scan this code with your mobile device

ITY®

PRIORITY MAIL
MEDIUM FLAT RATE
POSTAGE REQUIRED

FROM:

PRIORITY ★ MAIL ★

UNITED STATES POSTAL SERVICE.
VISIT US AT USPS.COM®

FROM:

Carlos A Nunez
6700 N.W. 186th St. Apt. # 121
Hialeah, FL. 33015

TO:

Elias Martinez
7841 N.W. 169 Terr.
Miami Lakes, FL. 33016

Label 228, March 2016 FOR DOMESTIC AND INTERNATIONAL USE

A-2

Tracking Number:

9505515256144183758958

Copy Add to Informed Delivery

Latest Update

Your item was delivered at the front door or porch at 6:31 pm on July 2, 2024 in HIALEAH, FL 33016.

Get More Out of USPS Tracking:
USPS Tracking Plus®

Delivered
Delivered, Front Door/Porch
HIALEAH, FL 33016
July 2, 2024, 6:31 pm

Out for Delivery
HIALEAH, FL 33016
July 2, 2024, 8:01 am

Arrived at Post Office
HIALEAH, FL 33014
July 2, 2024, 7:50 am

Arrived at USPS Facility
HIALEAH, FL 33014
July 2, 2024, 6:14 am

Departed USPS Regional Facility
OPA LOCKA FL DISTRIBUTION CENTER
July 2, 2024, 5:48 am

Arrived at USPS Regional Facility
OPA LOCKA FL DISTRIBUTION CENTER
July 1, 2024, 8:55 pm

Departed Post Office
HIALEAH, FL 33016
July 1, 2024, 6:06 pm

USPS in possession of item
HIALEAH, FL 33016
July 1, 2024, 3:05 pm

A-3

EXHIBIT "B"

Copy "Application for Stay" sent to Mr. Lowenhaupt (3:09pm)

UNITED STATES POSTAL SERVICE.

EL MERCADO
2440 W 60TH ST
HIALEAH, FL 33016-9997
(800)275-8777

07/01/2024 03:09 PM

Product	Qty	Unit Price	Price
Priority Mail® Med FR Box	1		$18.40

Miami, FL 33173
Flat Rate
Expected Delivery Date
Tue 07/02/2024
Tracking #:
9505 5152 5614 4183 7589 72
Insurance $0.00
Up to $100.00 included
Total $18.40

Grand Total: $18.40

Debit Card Remit $18.40
Card Name: VISA
Account #: XXXXXXXXXXXX2279
Approval #: 069517
Transaction #: 570
Receipt #: 062926
Debit Card Purchase: $18.40
AID: A0000000980840 Chip
AL: US DEBIT
PIN: Verified

Text your tracking number to 28777 (2USPS) to get the latest status. Standard Message and Data rates may apply. You may also visit www.usps.com USPS Tracking or call 1-800-222-1811.

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B-1

UNITED STAT
POSTAL SERV

- Expected delivery date specified for domestic use.
- Domestic shipments include $100 of insurance (res
- USPS Tracking® service included for domestic and
- Limited international insurance.**
- W

UNITED STATES POSTAL SERVICE.

Retail

P

US POSTAGE PAID

$18.40

Origin: 33015
07/01/24
1136330362-4

PRIORITY MAIL®

4 Lb 2.00 Oz

RDC 03

EXPECTED DELIVERY DAY: 07/02/24

SHIP TO:

C042

STE 207
7765 SW 87TH AVE
MIAMI FL 33173-2586

USPS TRACKING® #

9505 5152 5814 4183 7589 72

25

UNITED STATES POSTAL SERVICE.

EL MERCADO
2440 W 60TH ST
HIALEAH, FL 33016-9997
(800)275-8777

07/01/2024 03:09 PM

Product	Qty	Unit Price	Price
Priority Mail Med FR Box Miami, FL 33173 Flat Rate Expected Delivery Date Tue 07/02/2024 Tracking #: 9505 5152 5814 4183 7589 72	1		$18.40
Insurance Up to $100.00 included			$0.00
Total			$18.40
Grand Total:			$18.40
Debit Card Remit Card Name: VISA Account #: XXXXXXXXXXXX2279 Approval #: 069517 Transaction #: 573 Receipt #: 062525 Debit Card Purchase: $18.40 AID: A0000000980840 AL: US DEBIT PIN: Verified			$18.40

Chip

Text your tracking number to 28777 (USPS) to get the latest status. Standard Message and Data rates may apply. You may also visit www.usps.com USPS Tracking or call 1-800-222-1811.

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RITY®
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PRIORITY MAIL
MEDIUM FLAT RATE
POSTAGE REQUIRED

FROM:

PRIORITY
★ MAIL ★

UNITED STATES POSTAL SERVICE.

VISIT US AT USPS.COM®

FROM:

Carlos A Alonso
6700 N.W. 186th St Apt. # 121
Hialeah, FL. 33015

TO:

Lowenhaupt, Sawyers & Spinale
7765 SW 87th Ave. Suite 201
Miami, FL. 33173

B-2

Label 228, March 2016

FOR DOMESTIC AND INTERNATIONAL USE

Tracking Number:

9505515256144183758972

Copy Add to Informed Delivery

Latest Update

Your item arrived at our USPS facility in MIAMI FL DISTRIBUTION CENTER on July 2, 2024 at 6:47 am. The item is currently in transit to the destination.

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USPS Tracking Plus®

Delivered

Out for Delivery

Preparing for Delivery

Moving Through Network

Arrived at USPS Regional Facility
MIAMI FL DISTRIBUTION CENTER
July 2, 2024, 6:47 am

Departed USPS Regional Facility
OPA LOCKA FL DISTRIBUTION CENTER
July 2, 2024, 6:04 am

Arrived at USPS Regional Facility
OPA LOCKA FL DISTRIBUTION CENTER
July 1, 2024, 8:55 pm

Departed Post Office
HIALEAH, FL 33016
July 1, 2024, 6:06 pm

USPS in possession of item
HIALEAH, FL 33016
July 1, 2024, 3:07 pm

B-3

EXHIBIT “C”

Copy " Application for a Stay" sent to Mrs. Langbein.

UNITED STATES POSTAL SERVICE.

EL MERCADO
2440 W 60TH ST
HIALEAH, FL 33016-9997
(800)275-8777

07/01/2024 03:11 PM

Product	Qty	Unit Price	Price
Priority Mail®	1		$18.40
Med FR Box			
Hialeah, FL 33016			
Flat Rate			
Expected Delivery Date			
Tue 07/02/2024			
Tracking #:			
9505 5152 5614 4183 7589 96			
Insurance			$0.00
Up to $100.00 included			
Total			$18.40

Grand Total: $18.40

Debit Card Remit $18.40
Card Name: VISA
Account #: XXXXXXXXXXXX2279
Approval #: 001025
Transaction #: 571
Receipt #: 062927
Debit Card Purchase: $18.40
AID: A0000000980840 Chip
AL: US DEBIT
PIN: Verified

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or call 1-800-410-7420.

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- USPS Tracking® service included for domestic a
- Limited international insurance.**
- When used internationally, a c

Retail

UNITED STATES POSTAL SERVICE.

P

US POSTAGE PAID
$18.40
Origin: 33016
07/01/24
1138380362-4

PRIORITY MAIL®

4 Lb 2.30 Oz
RDC 03

EXPECTED DELIVERY DAY: 07/02/24

C066

SHIP TO:
8004 NW 154TH ST
HIALEAH FL 33016-5814

USPS TRACKING® #

UNITED STATES POSTAL SERVICE.

EL MERCADO
2440 W 60TH ST
HIALEAH FL 33016-9997
(800)275-8777

07/01/2024 03:11 PM

Product	Qty	Price
Priority Mail Med FR Box Hialeah, FL 33016 Flat Rate Expected Delivery Date Tue 07/02/2024 Tracking # 9505 5152 4614 4183 7589 96	1	$18.40
Insurance Up to $100.00 included		$0.00
Total		$18.40
Grand Total:		$18.40

Debit Card Remit
Card Name: VISA
Account #: XXXXXXXXXXXX2279
Approval #: 003025
Transaction #: 971
Receipt #: 062027
Debit Card Purchase: $18.40
AID: A0000000980840 Chip
AL: US DEBIT
PIN: Verified

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PRIORITY MAIL
MEDIUM FLAT RATE
POSTAGE REQUIRED

FROM:

PRIORITY ★ MAIL ★

UNITED STATES POSTAL SERVICE®
VISIT US AT USPS.COM®

C-2

FROM:
Carlos A Alonso
6700 NW 186th St. Apt # 121
Hialeah, FL. 33015

TO:
Longbein & Longbein, P.A.
8004 N.W. 154th St. PMB 353
Miami Lakes, FL. 33016

Label 228, March 2016

FOR DOMESTIC AND INTERNATIONAL U

Tracking Number:

9505515256144183758996

Copy Add to Informed Delivery

Latest Update

Your item was delivered to the front desk, reception area, or mail room at 1:10 pm on July 2, 2024 in HIALEAH, FL 33016.

Get More Out of USPS Tracking:
USPS Tracking Plus®

Delivered

Delivered, Front Desk/Reception/Mail Room
HIALEAH, FL 33016
July 2, 2024, 1:10 pm

Out for Delivery
HIALEAH, FL 33016
July 2, 2024, 8:01 am

Arrived at Post Office
HIALEAH, FL 33014
July 2, 2024, 7:50 am

Arrived at USPS Facility
HIALEAH, FL 33014
July 2, 2024, 6:14 am

Departed USPS Regional Facility
OPA LOCKA FL DISTRIBUTION CENTER
July 2, 2024, 5:48 am

Arrived at USPS Regional Facility
OPA LOCKA FL DISTRIBUTION CENTER
July 1, 2024, 8:58 pm

Departed Post Office
HIALEAH, FL 33016
July 1, 2024, 6:06 pm

USPS in possession of item
HIALEAH, FL 33016
July 1, 2024, 3:09 pm

C-3