

*No. 21-16480*

*Related; 18-15699*

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***IN THE UNITED STATES COURT OF APPEALS  
FOR THE NINTH CIRCUIT***

***Haley Daria,  
Plaintiff-Appellant ,***

***v.***

***Sapient Corporation, et al.,  
Defendants-Appellee***

***On Appeal from the United States District Court  
for the Northern District of California***

***21 02712 WHA***

***17 05453WHA related***

***The Honorable William H. Alsup presiding.***

***FEDERAL QUESTION; CA CCP 1047- CA1541-1542- Art. 1 Sec. 10;A Right  
to Void CA Judgments gained Utilizing Attorney Fabricated evidence When  
State Refuses to Try Any Matter for Fact Whilst further discovery reveals  
contract breach never alleged before? Plaintiffs' Long Concealed Contracts CCP  
664.6 2.18.00 Cash Contract and 7.24.00 U.C.C. §8-113 Securities % Holding  
Contract filed & Signed in State Courts by Defendants Seeking a Dismissal from  
a Judgment Creditor***

***Statement of Jurisdiction/Issues Presented-Relevant Facts In Support***

**District Court Jurisdiction;** 18:1962 Racketeering (RICO) Act/Requested Supp CA Jurisdiction Sought/Sec. 1983 as to Due Process/Art. 1, Sec. 10 the “Contract Clause”

***Ninth Circuit Jurisdiction;*** 28 U.S.C. § 1291. De novo review of FRCP 12 (b) 6 dismissal, accepting as true all allegations of fact in a well-pleaded complaint and construing those facts in the light most favorable to the plaintiff. *Karam v. City of Burbank*, 352 F.3d 1188, 1192 (9th Cir. 2003). A district court’s refusal to exercise supplemental jurisdiction over state law claims after all federal claims were dismissed is reviewed for abuse of discretion. **Appeal Filed** Sept 7 on the Denial Order dated 9.7.21 as to the Motion for Reconsideration of the 8.4.21 FRCP 12(b)6 Dismissal Order

**ISSUES;** R.I.C.O. allegations of a \$165M payday for Def’s & associates re: Intellectual Properties developed & conceived by Plaintiff assisting Founders Dahl and Tuttle at 1995 forward/the Klein Group et al., entering the operations at 2000 forward undertook wrong acts through Courts of Law as to out of Court NDA documents to move IP without consideration or Due process for any Founder; At 7.29.21 District Court made 1) a un noticed SJ attempt on Plaintiff, as unrepresented as to “EX G” Attorney material fabricated evidence of a fake 2007 Settlement “contract” after asserting to State Courts a factual lawsuit as occurring in 2007, when it did not 2) Denied Rights to enter Federal Courts so as to void judgments gained by fraud on State Courts when the State re: Contract Clause protections asserted, refused any hearing of evidence to determine Fraud on court 3) RE: District Courts contention exclusive of “EX G” debacle, a “failure to state a claim” “res judicata” fails in that this Plaintiff informed the Court@ 2018W/Courts acknowledgement on 3.8.18 transcript; CA CCP 1047, successive actions upon Contracts according to discovery; Plaintiff in her SJ loss in State Court [SB1341441] the “Dissenter Rights Valuation Action” by F.O.C., Plaintiff made no breach of contract action as to her “Shareholder Agreement” whatsoever, nor made any “illegal” merger contract breach claims; i.e., that the “Alternatives to a Merger” Valuation method utilized was not industry practice, i.e. no allegation that an illegal Merger occurred. SB1341441 refused any amendment before discovery occurred, after discovery, managers/board president presented near 3K corporate documents detailing a massive fraud so as to target the Klein Group instead, these documents have never been adjudicated whatsoever by any shareholder. F.O.C.

**SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SANTA BARBARA**

Dated and Entered: 10-31-14 Time: 9:30 am  
 Honorable: Donna D Geck  
 Deputy Clerk: Johnson, Judith M Dept: SB4  
 Deputy Sheriff: Diaz, M  
 Court Reporter: Cockrell, Shelley Case No: 1341441

F	_____
Doc	<u>X</u>
Stat	_____
CA	_____
AC	_____
Conf	_____
Notice	_____
FW	_____

**Haley Daria vs Level Studios Inc et al**

Present: ☒ P-Atty: Larry Laborde ☐ via Court Call  
☒ D-Atty: Cassandra Thomas ☒ via Court Call  
☒ D-Atty: Sabriel Rubin ☒ via Court Call  
☒ Pltff: Haley Daria ☐ via Court Call

**NATURE OF PROCEEDINGS:** Motion: Set Aside Summary & Attny Fee Judgments

☐ No appearance. ☐ No Proof of Service ☐ Off calendar ☐ No opposition  
☐ Continued to \_\_\_\_\_ at \_\_\_\_\_ a.m. ☐ p.m. in Dept. \_\_\_\_\_ per:  
☐ Court ☐ Plaintiff ☐ Defendant ☐ Stipulation  
☒ Motion(s) are submitted ☒ with ☐ without argument  
☒ Motion ☐ granted ☒ denied  
☐ Demurrer ☐ Overruled ☐ Sustained on grounds that \_\_\_\_\_

\_\_\_\_\_ is granted

\_\_\_\_\_ days leave within to ☐ amend ☐ answer  
☐ Summary adjudication ☐ granted ☐ denied on grounds that: \_\_\_\_\_

☒ The Court further ordered that: The Court's tentative, which is attached,  
becomes the order of the court.  
Plaintiff presented argument.

☐ Order signed and filed  
☐ Let an order be prepared  
☐ Counsel waived notice  
☐ Counsel for \_\_\_\_\_ is directed to: ☐ give notice ☐ prepare and serve a formal order ☐ have order approved as to form

DARREL E. PARKER, EXECUTIVE OFFICER

by: [Signature], Deputy

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## ORAL ARGUMENT REQUEST TO APPEAR AND ANSWER QUESTIONS

### *As to Art. 1§10, The Contract "Clause"*

***Refusing or not refusing to execute a law to stamp it with its final character...makes the Judiciary department paramount in fact to the Legislature, which was never intended and can never be proper***

***James Madison 1788***

No State shall ..... pass any ..... ex post facto Law(as to the CA Senate Judiciary Comm/Legislature "deleting" "Judgment Creditor"<sup>1</sup> from CA 1542@ 2018-19), or Law impairing the Obligation of Contracts.....

Fraud Upon the Court; Big Law horrific 7 Officer re purposed fabricated evidence, "Exhibit G"(EX G)finally admitted @8.24.21 by big laws' Latham as being a non existant 2007 "contract". The 2007 ambush includes a Plaintiff owed fiduciary duties, with her witness & no counsel, yelling "fraud" at an Officer sending him running out of a law firm conference room. The man witnessing no signature, name concealed to this day, all whilst Plaintiff sat contemplating then voiding papers, to gain a singular share certificate contracted for weeks earlier. Walking out of the room with her witness, finding FIVE OFFICERS of "BIG LAW" huddling and crouching against the conference room door, Plaintiff was

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<sup>1</sup> Plaintiff's 2nd form of contract (original 1995-97) of her 1% holding of the intellectual properties, was a Court recognized 2.18.00 CA C.C.P. 664.6 of Plaintiffs' percentage holding; .67 of 1% of a CA partnership-to be paid in cash in full with **no proviso to continue ownership**, no shares, WWWA LLC operated in Plaintiffs' home for years. At 2.18.00 Klein Group shell DE#3122079 had 1000 Authorized Shares ONLY See footnote 3 At March 2000 morphed to 55M common/convertible to common. At March 2000 Klein group merged Plaintiffs LLC % into their shell without making claims on Plaintiff. Misrepresenting company Cash position to push unregistered DE securities on Plaintiff, placing in front of a Judge and Plaintiff a 7/24/00 Securities contract referring to her as holding the **same rights and responsibilities as the convertible to common preferred shares**. Judge Alsup despite Founder Tuttle and CEO Adamski sworn testimonies of Plaintiff being shorted shares and her holding % pre EX G "ambush", without trying fact decided Plaintiff instead held a % of part of the corporation, despite parol evidence of the contract writing and the contract being filed by Klein Group Defendants demanding a dismissal of Pltf @ 8-22-00 in SB 1036018; Attorney interpleader brought against Plaintiff demanding she move certificates to her adverse counsel, who they had already paid \$5K and placed the Founders under a 6.1.00 contract with Plaintiffs counsel, i.e. **as having paid him the \$5K as consideration for their signature**, while demanding a signature from Plaintiff who refused. 8-22-00 3EX 91-93

completely unaware of what was in fact occurring the very day 1.10.07 the IPHONE was announced to the World of our central client; Apple Computer. <sup>ATTACHED</sup> Klein Group attorney fabricated evidence has gained a set of judgments, including a \$700 thousand dollar cash award on my head, Fraud on the Court, vitiates everything. But what's a "Day In Court"? Is it a right to face your accusers that swear you did X, Y & Z and 'have no rights' for a face off whilst they take false witness and fabricated judgments against you? What is "facing off" with "accusers"? 15 pages of my own corp docs, concealed, would supposedly prove me a liar I'm accused of being; show it once and for all, but they wouldn't<sup>2</sup>. I'm near criminalized in these proceedings; a Vexatious Litigant in databases, a \$700K judgment on my head. I herein request any consideration of 6<sup>th</sup> Amendment protections; Exodus 23:6 Do Not Deny Justice to Poor People in their Lawsuits. I sit here "defending myself", sick from, yet again, another beatdown from <sup>3EX273-274:24 3EX103-104</sup> fiduciaries of my retirement securities I held near 13 years, the holding %<sup>3</sup>, of intellectual properties developed in my own home, used by Apple Computer and others for decades, including support of the IPHONE, another beat down with the powerful. Years of allegations against me strictly within "Law and Motion"

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<sup>2</sup> Motion for reconsideration apprised the Court of "NEW" 8.24.21 evidence re: Latham & W/Pltf for the first time attesting a physical VOID "EXG" copy of her own making from Latham 2009 email item; Vol 2 EX 52-57.

<sup>3</sup> At 2018, on a big screen, discovered during prior appeal; One and one only share issuance of 20M shares, common and convertible to common preferred was created. To conform to a NDA on co founders-understood against law-**DE#3122079 would not recognize me**; my name is coded 3 differing ways w/symbols on formal registry. My contract is a holding % and static the entire period, unchanged. <sup>4EX166-170</sup>



proceedings where court after court uses "EX G" as a free "throw her out" pass, without trying for fact. 1<sup>st</sup> falsehood; "she executed a second settlement agreement" <sup>4EX 187:19</sup> first canonized @3.16.18 & upheld by the 9<sup>th</sup> <sup>1EX 18:4</sup> as "settlement agreements she signed with defendants" <sup>1EX 10</sup> all in opposition to the complaint <sup>4EX 187-188</sup> allegations, dismissal oppositions and transcripts; <sup>3EX 83</sup> stunningly no fact tried in near <sup>3EX 14-17</sup> 12 years. Attempts to correct the District court and the 9<sup>th</sup> re: such falsehoods that appeared to originate from a cut and paste Latham 2018 prop.order, that very <sup>4EX 187-188</sup> 3.16.18 order referred incorrectly to para/pages 7/8 of the FAC to dismiss my claims re: what in fact is "executed". <sup>1EX 5:24</sup> 8.4 dismissal order holds the same <sup>3EX 249</sup> misrepresentation re: a supposed 2007 "settlement", despite claiming for years that weeks before entering a law firm to pick up "replacement share certificates" <sup>4EX 13-19</sup> [having weeks earlier executed 5-6 contracts for certs] I was instead ambushed with a "settlement" doc I voided, never agreeing to such beforehand, but saying only I would "consider". Before the Officer "ambush" I ONLY "executed" <sup>4EX 13-19</sup> multiple replacement share certificate contracts for certs! W/multiple certificates DUE ME as consideration for those signatures ONLY, I arrived at the firm finding <sup>3EX 186-187 BOTTOM</sup> ONLY 1 Cert and VOIDING those additionally presented papers to gain the single Cert[EX G} i.e., Officers were demanding another signature to pick up any certificate (when multiple Certs were due)! I had been repeatedly trying to confirm <sup>4EX 32-35</sup> my holding % of the company and was denied as having "no rights". Klein Group,



to make sure this trained auditor would never be able to find the illegal breach of the share agreement of 46% of the company illegally divested to an outside entity, cheating all founders of "Notices of Rights of Refusal" at the time of a 17 day freezeout; I was AMBUSHED by OFFICERS; Defendants baited this Plaintiff to enter a law firm to pick up "Replacement Share Certificates" in exchange for contracts I had already executed weeks earlier, contracts precisely stating certificates were for signatures, executed, 5-6, at Plaintiffs workplace and notarized, before entering Law Firm. Defendants [calling day of the "visit" that she had to sign something "additional" so as to "pick up" any certs in the firm] now say instead, they "acquired" a "signature" upon a 2007 "settlement", when in fact there was no lawsuit, no settlement "signature" but a voided item, "EX G" concealed from courts 12 yrs<sup>4</sup>, movED no consideration; w/duties owed the woman

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<sup>4</sup>1-2 days before the ambush, weeks > I executed replace cert contracts, I did state I would "consider" "additional shares" for a supposed additional "contract", never seeing any "proposed" "additional" contract before entering firm **whatsoever**, receiving a call from Latham's Tom Edwards, Pltf was then threatened two fold; "your shareholder rights will extinguish in 36 hours" and you have to sign something "additional" in order to "pick up" "your" stock certificate(s), **i.e. any**; Upon arrival, expecting numerous certs; **only one cert**, approximating the total shares of the earlier 5-6 executed contracts; Plaintiff yelled "Total Duress" "Fraud", sending an attorney running, and voided the papers adding on 2-3 pgs "Total Duress" "No Attorney" "Fraud", **strictly to receive any cert** under the 36 hr **threat**. No copy received to date or inspection. To date still shorted 50% of holding%; Latham's Edwards sent Plaintiff at Oct2009 a fraud-forgery that Plaintiff used @4.2.10, having no copy of the voided original item; Plaintiff materially altered it, adding "Tom Adamski, CEO" and "EX G1" etc., **filing only once**, 4pgs detailing **6-7 attributes as being a "fraud", at 4.2.10**. Edwards for 12 years, along with all Defendants, has refused to attest what he sent Plaintiff, or to attest EX G, along with every single Defendant refusing in 12 years of proceedings; Officer LaFitte [**not the Officer who ran**]; @2014 put all other Def's on notice to never use his perjurious affidavit used to throw Plaintiff for the State SJ proceeding in 2012; LaFitte at 2014 admitted, thru counsel Bernstein in a writing that he had no "original" or his own "copy" of "EX G; LATHAM's Officer Tauber@8.24.21 represents Latham has no "copy" of "EX G" of its own, i.e. that all she had was the 4.2.10 unverified fraud filing of Plaintiff; this is curious; Tom Edwards of Latham is her Partner, why didn't she use the "COPY" that Edwards sent Plaintiff in 2009, materially (**No "Tom Adamski, CEO"**) different than "EX G"? Robert Klein waived attorney client privilege in a 2015 writing to Latham and Plaintiff that he knew "Latham" has the "unaltered original". Now **they don't**; why would

to confirm her holding %. Court aligns w/State & refuses at 8.4.21 to consider this  
<sup>1EX 4-9</sup> detailed allegation, refuses to recognize Plaintiff as due fiduciary “duties”. An

ambush w/negotiable instruments; Court completely sidesteps the matter.

Complaints of 2017 and 2021 both adhere to the reason for the entry to a law firm  
<sup>4EX 48:12</sup>

as to pick up replacement stock certificates, not to “contract” a “settlement”. Pgs

7-8 of the 2017 FAC clearly lays this out @ Pg 8/Para 8 “.....demanding Daria  
<sup>4EX 187-188</sup> visit a law firm to receive replacement share certificates she executed 5-6 separate

and notarized contracts for, the consideration of which was guaranteed to be a

singular “replacement” share certificate” for each contract. NEVER has a

complaint/filing or verbal “admission” occurred in ANY COURT, anywhere of I

“signed” a 2007 “Settlement” or “EX G”. Nor has any DEFENDANT attested or

attached such a STATEMENT, anywhere re: “EX G” or a “settlement”! The

Complaints’ in 2017 and 2021, detail the replacement cert contracts executed

[evidence of CFO email w/contracts in blank form sent to me discovered@2017],  
<sup>4EX 17</sup>

Court refuses to try the fact of why I was in a law firm or what’s actually

“executed”. Yet, the 8.4.21 order, NOTHING, anywhere in the record, re: the

replacement contracts? Reems of attested evidence, yet; Nothing re: 1) the actual  
<sup>3EX 174-178</sup>

<sup>3EX 185</sup> purchaser of the company, 2) allegations my contract is only in regards to common  
<sup>3EX 102-104</sup> <sup>3EX 273-274:24</sup>

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CEO KLEIN, under a duty to confirm the original, say “unaltered original” if in fact he didn’t already know the  
*original is altered?*

shares when I have in fact two contracts, one for cash with a CA Partnership, <sup>3EX 103</sup> WWWA LLC, and one for a % of the entire corp Web Associates, Inc. 3) references to corporations that have never existed re: my original or subsequent holdings “World Wide Web Associates, Inc.” <sup>3EX 162 BOTTOM</sup> 4) material misrepresentation I entered a court without counsel in 1999, I hired the attorney already holding an informal contract with the co. 5) material misrepresentation I was suing from 2000-2010 when I did no such thing 6) material misrepresentation that at 2010-I “attacked a corporation-merger” when I actually filed for dissenter rights valuation, i.e., part of the “merger contract” itself for those who did not want to sell their shares. I made no allegations the merger was “illegal”, i.e. “No Vote” in my 2010 dissenter rights action, I alleged valuation/alternatives re: the consideration amount was against industry method & that revenues were concealed; Prayer was <sup>4EX 171-178</sup> for dissenter rights DE “Cash Flow”<sup>5</sup>. 7) 8.4.21 2;2 order wrongfully states that I already received my property and was not cheated, “received a portion of the company’s total common stock” without citing the record or any contract why he rewrote my contract, materially, instead creating a “portion” of the company holdings as the base % when the Complaint alleges the complete opposite, in detail <sup>4EX 52, 4EX 57 middle</sup> with Def’s own court filings and contracts as proof, i.e. I own a % of the single

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<sup>5</sup> CORP documents re: the merger fraud divestiture-refusal rights breach/no vote allegations and management bribes did not come to light until late 2011 discovery was **partially complied** with; weeks before a 2012 SJ proceeding was filed w/Def’s utilizing “EX G” instead; all Breach of contract actions attempts have been “thrown” by “EX G” fraud on court



issuance of 20M shares, common/convert 2 common. Solid evidence of corporate documents ignored, including Founder Tuttle & CEO Adamski Sworn testimony <sup>3EX251:11</sup> <sup>3EX192:17</sup> proving I am in fact cheated fifty percent of my property. 8) At page 2; Falsely states I had a "Second Settlement Opportunity" in 2007; Court appears to have found multiple triable matters of fact on its own during the 7.29.21 hearing, the order ignores why the founders were not "under" supposed "2007 settlement agreements" <sup>2EX60</sup> across the board, curiously. With not one cite to anywhere in the record, the Court appears to advocate for the Klein Group. Order states that the group <sup>1EX5:24</sup> "can't produce" a "contract" without asking them why or how. Instead the <sup>3EX5-10</sup> Court advocates the groups' use of such unverified fraud exhibit "G" <sup>D1RT40-2:197-201</sup> alleged a fraud for 11 years as to somehow "find" a bonafide 2007 "second settlement opportunity" as being valid @freezeout. Yet, the Court notes such a contract as never being offered to any founder, which should of occurred per the Court <sup>2EX60:13</sup> "making your case a little stronger".

*\$51L CHELIK DUE me per 3EX273: CONTRACT - REPURPOSED ON FOUNDERS TO CONCEAL SEC. FRAUD?*

<sup>3EX253-259</sup> It appears the Court upholds, without addressing it, a 6.1.00 contract, unadjudicated, of the "founders", making my case a little stronger, i.e. the Court seems to align with the Complaint by advocating for the Klein Groups wrongful undertaking; forcing the founders under a 6.1.00 contract I refused to execute, <sup>3EX253-259</sup> <sup>3EX259</sup>



that moved no consideration to them except a \$5K ck that was moved strictly to my fired attorney, who retained all funds. This has apparently forced the founders beginning in 2000 forward, unless I executed such 6.1.00 contract, which I did not and never have, the "corporation would not recognize me" and would "owe me no duties". Courts' order seems to uphold these bad acts, all involving no consideration NDA's & negotiable instruments moved by wire, a contract I never signed, that I believe is and was utilized against the founders, keeping them from Courts. That as to my claims, they had been thrown off the board wrongfully pre "merger" and apparently owed me no duties at the time but have been pushed out of courts by the 6.1.00 wrongful no consideration "contract" instead.

2018Discovery, as to the share registry, etc., informed me to enter the court when I discovered these wrongful acts had in fact been enforced, against myself & the founders thru 2017 current! The Aug 2018 material discovery of the share registry bearing out my allegations; cheated of 50% of my property and denied shareholder status and rights. Court instead, wrongfully in that Unregistered DE Securities were pushed on me for a corporate debt in 2000, the Court instead appears in its order to wrongfully refuse to recognize me as ever holding shareholder rights

whatsoever. By ignoring duties being owed me & negotiated at 2000 completely in its ruling, i.e. the Klein Group is "allowed to abuse" me from 2000-2021 while this now court labeled "abuser", would be penalized instead to "wait" 8 years for a

“settlement”, i.e receipt of any check from 1999-2007-08. Law holds otherwise;  
11.17.21 DE Supreme Court upholds judgment for a Oct 2020 ruling; Re; the Klein  
Group still hidden contract with the individuals, Dahl and Tuttle of OCT 1999/June  
1, 2000, i.e. numerous NDA’s re: “\$25K dollar fines for each singular disclosure to  
Haley Daria”; with discovery, so as to allege, I understand that the DE#3122079  
shell was strictly a Klein Group vehicle pushed on me in 2000 exclusively by fraud  
on the court set in motion to abscond the IP from myself and my co founders  
within 7 years. By wrongful representations to State Courts re: the company cash  
the Klein Group refused to pay the corporate debt owed me; established by way of  
a March 2000 merger with my intellectual properties a State Court ruled I owned at  
2.18.00 wholly within a CA partnership. By concealing the origination of the DE  
shell, ie. that the CA WWWA LLC partnership created such when it was the Klein  
Groups’ creation, the group behind the scenes has harassed the founders and their  
families and their associates for years, all with state agency friends and judges  
influence. The March 2000 merger of my corporate debt of 2.18.00 w/Klein  
Group shell DE3122079, was to be paid at Aug 2000. By deliberate  
misrepresentations, the Klein Group by condition “subsequent”, ie. that I only  
signed the 7.24.00 item before a State Judge, without seeing the item before hand,  
because I relied upon the recital and had earlier in good faith, forgave my entire  
Marvin claim of 21% of the company operating in my home and sought instead the

enforcement of my 1% holding, I relied thereon the good faith dilution acceptance of .67 of 1% of DE#3122079, not a twice “dilution” of the CA LLC and then the DE corp as the 8.4.21 order “recomputed” against the record. i.e., I accepted my 1% as being diluted a third during representations that the CA partnership was being diluted a third by an “investor”. @Aug 2018 I found that the Klein Group harassed the founders all the way through their 2016-17 litigation attempts re:my holdings and refused from 3/00 forward to be diluted or that I would ever receive benefit of shareholder duties, just as the 8.4.21 order now lays out. .67 of 1% grant of the LLC at Feb 2000 was a corporate debt of the Klein Group vehicle DE#3122079, by malicious ongoing acts they cheat me in spite of per Shareholder Representative LLC vs. Shire US Holdings, et al., DE CC 2017-0863-KSJM Pg 52 bottom “an obligor’s matured duty will be extinguished on the occurrence of a specified event,” that event is a condition subsequent”. Debt is two fold, the 2.18.00 CA CCP 664.6 was due me at Aug 2000 in cash only, with my own valuator to compute the amount. Misrepresentations to the bench and myself re: cash and DE Securities were pushed; still materially unpaid; cheated of half of my due shares or payment for my %, subsequent condition both as to LLC and the Klein Vehicle DE#3122079, still exists, i.e. by merger at March 2000, these co obligors’ “matured duty” has never extinguished; they never moved the property, nor paid for it.



*COURTS UPHOLD DITCHING FIDUCIARY DUTY "ISSUE"*

The Klein Group to this day, refuse to comply with fiduciary duties they represented to Courts I held to gain a dismissal in 2000, i.e to allow me to inspect my own share registry. Per Shire, this aligns with "the party seeking to avoid its contractual obligation, the [Klein Group] bears the burden of proof." Shire Holdings, pg 55;2 And what of "material adverse effect" as to the corporation or the Klein Group? As laid out in detail in the complaint; if I was allowed to inspect the share registry of which I understood I was an owner, when I was not per the 6.1.00 "contract", I would of uncovered the share agreement material breach of the fact of no "merger" "vote" by way of the 7 month earlier, 46% complete divesture of Rancho San Roque, Inc. the "investor" from 2000, to an outside entity that breached all of our rights as to Notices of Rights of Refusal. W/enough corporate cash to bid on the shares, founders Dahl and Tuttle lured by a pack of lies off of the board 10 months earlier, they could of jumped back in and stopped the takeover with knowledge I would of uncovered. A material beneficial effect, 49% of the shareholders-all the founders were forced out for our own cash, no consideration. #3122079, the Klein Group has sought to kill my contracts from day one, to the detriment of many others; From Shire;Pg 54 bottom Hexion Specialty Chems., Inc. v. Huntsman Corp., 965 A.2d 715, 739 (Del. Ch.Sept. 29, 2008) (finding that "the burden of proof with respect to a material adverse effect rests on the party seeking



to excuse is performance under the contract”); see also *Channel Medsys., Inc. v. Boston Sci. Corp.*, 2019 WL 6896462, at \*16 (Del. Ch. Dec. 18, 2019) (observing that the terminating party “bears the burden of ‘proving by a preponderance of the evidence the facts supporting the exercise of its termination rights’” (quoting *Akorn, Inc. v. Fresenius Kabi AG*, 2018 WL 4719347, at \*4 (Del. Ch. Oct. 1, 2018), *aff’d*, 198 A.3d 724 (Del. 2018))); *Akorn*, 2018 WL 4719347, at \*47 (“Because [the buyer] seeks to establish a General MAE to excuse its performance under the Merger Agreement, [the buyer] bore the burden of proving that a General MAE had occurred.”); *Frontier Oil Corp. v. Holly Corp.*, 2005 WL 1039027, at \*25 (Del. Ch. Apr. 29, 2005) (“[T]he expectation of the parties, as reflected in the Merger Agreement and as informed by the case law, was that the burden of demonstrating that [a material adverse effect occurred] falls on [the party seeking to terminate the agreement].”); cf. *In re IBP, Inc. S’holders Litig.*, 789 A.2d 14, 68–71 (Del. Ch. 2001) (applying New York law and placing the burden of proving the existence of a material adverse effect on the terminating party).

Court refused to address owed duties to me, I’m a bad person “suing people since 1999”, I was somehow “double dipping” and am now “in receipt” of a supposed “Second Settlement Opportunity” @2007 when I had never received a cent, ever. I was owed inspection rights and fiduciary duties. I already paid tens

of thousands for attorneys and the company operating in my home over the years by 2007; Still cheated! Order fails just why there's a supposed 2007 "second" "settlement" to begin with; No reference 1) who the settlement is "with", i.e. the acquirer, management, or? 2) who or what or how is supposedly "paying" & 3) no check ever produced. By characterizing me as not worthy of my original property, I now suffer being labeled vexatious when in 22 years; I'm still shorted 50% my property and a Federal Judge for very powerful CA people of influence refuses to say how he came to write an Order without any reference to a record. 9) Falsehood; Pg 2; 23 ".....release entered into the record as the 2007 settlement"; "Entered into the Record" Who entered it "in the record" and how? He grabbed a Defendant filing, objected to as a fraud allegation exhibit, by physically ripping "EX G" from fraud allegations never tried for fact.. An item "created" by Defendants, ambushing this whistleblower w/Officers, concealing the void original, 11 years of dispute of an item solely filed by the Defendants. Never established by any court, anywhere as true, by any form of confrontation or legal evidence standard. Appellate Courts may disregard any Factual contention not supported by a proper citation to the record and may ignore Factual statements without record references. Fierro vs. Landry's Restaurant Inc. (2019) 32 Cal. App. 5<sup>th</sup> 276, 281 . I own those very corporate documents that courts actively assist to conceal; 15 pages; Art. 1, Sec. 10 violations, anyone? Where is my constitutionally

required “confrontation”, cross-examination, and a preponderance standard of evidence being applied by a neutral fact finder?

*COURT SAYS I WAS IN A "CONTRACT" OF SORTS W/IT  
IN 2018 TO "NEVER RETURN"?*

*2 EX 31*

To attack my credibility, the Court resorted to a 3 ½ year old transcript from the related proceeding<sup>6</sup> and in his order, quoted a half statement I made, a half “truth” because the man in fact, cut me off from completing my statement; i.e., I had absolutely no intention of “returning” to a Federal Court as long as I got my “Day In Court”, first; i.e. a face off with my longtime abuser-accusers, the Klein Group.

But then there’s the material, in error, transcript of 7.29.21 that I started objecting

*2 EX 41:11*

to within minutes. TRANS 8:7-11

*TRANSCRIPT HEREIN CHALLENGED AS "PRIMA FACIE"  
ERRORS THROUGHOUT - THIS SUPPORTS THE FAKE  
"2007 LAWSUIT" NARRATIVE CONCERNINGLY*

THE COURT: Wait. Wait. What happened? Was there a

2007 lawsuit?

MS. DARIA: Absolutely -- you know, and Judge Geck --

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<sup>6</sup> Court erred (understood possibly “cutting and pasting” a Latham 2018 “proposed order”) quoting a certain page and paragraph of my complaint in that action, and wrongfully ordered “she signed it”, when in fact, no where in any complaint, in any Federal or State proceeding has this Plaintiff or any Defendant, not ONCE, ever attested or stated that I signed “EX G” or any sort of document as such, nor attached it, any “version” to anything.

I'm sorry.

THE COURT: What? I'm sorry. Absolutely not? For this record folks, as the Good Judge mimic's back "ABSOLUTELY NOT" is what I said.

Whipping post Whistleblower the day the iPhone was announced to the world. I never sued anyone in 2007, I never sued the "Klein Group" in my life until 11 years ago, I didn't even understand or know who or what they were or were about until several years ago. To read that altered transcript to make it look like I admitted I received \$50K for a "settlement" "contract" is about the most heinous in the courtroom crime I can think of ever hearing about in California. I'm a targeted whistleblower, lost in the Court "system", which is broken for the poor.

Consider this targeted whistleblower, whose acts are material, as to affecting others rights; cofounders, seeking for years to join my proceedings; "Big Laws" "argument" I sued the company @2007, receiving a \$50K "settlement" is the most heinous lie I've ever faced in my entire life; near 12 years; Where's the check? Where's the registry? Where's my signatures? Where's the endorsements? Where's the contract? I was the only shareholder-founder that filed timely into



Court in 2010. Trying to look at books and records before the “supposed” 17 day, no vote, merger “proceeding” Court OFFicers failed me.

*COURT QUERIES KLEINGROUP FOR “RELEASES”  
ON ALL SHAREHOLDERS?  
2 EX 60:13*

The Court 7.29 queried Latham how their 17 day freezeout merger should of gotten “releases” of all the founders to better their case? Is this now “allowable” under law, to ambush the original accountant/auditor by way of a bait and switch for 5 replacement share certificate contracts with a supposed 2007 comprehensive release “settlement” whilst the co founders are approached with no such item? All whilst allegations of a running Officer/Ex G as Voided/No consideration moved is repeatedly ignored in the State and Federal Courts? Concealed, untried & not one “excuse” given to any court, anywhere, why they won’t show “it”. The ambush on the very day the I Phone is announced to the World, these people absconded \$165 MILLION for their peon investment of \$6.4M just 9 years earlier. The complaint repeatedly lays out, the \$50K received has absolutely nothing to do with “EX G”; for Plaintiff & all shareholders, an escrow proceeding of mergers’ stock certificates. No law firm checks, no company checks, no Klein Group checks.

Where is the tolling of the acts of “EXG” & the law re: Contract Clause and for voiding judgments? Calif has refused to void or hold a hearing re: CA CCP 473 d & 475 re: Judgments gained by fraud upon the Court, extrinsic that the state

repeatedly refuses to have a hearing to determine such fraud, including another attempt at Nov 2020 in SLO 15 CV 0314. No Defendant nor this Plaintiff attested "EX G" as "true" or any other such "contract" of a supposed 2007 "settlement" or "lawsuit"; Stare Decisis, much? What holds Art. 1, Sec. 10?

*NO 2007 "LAWSUIT" NO 2007 OR EVER "SETTLEMENT" "Kuk"*

"EX G" is now admitted a ruse @ 8.24.21 by Latham, but denied consideration of by the Bench @ 9.7.21 in the reconsideration denial with Plaintiffs 1<sup>st</sup> attested version of the void "EX G". The court states instead claim preclusion/Res

judicata rules; "when determining whether a plaintiff states a claim for relief, the court "may consider facts contained in documents attached to the complaint" Nat'l Ass'n for Advancement of Psychoanalysis v. Cal. Bd. of Psychology, 228 F.3d 1043, 1049 (9th Cir. 2000). The complaint came for declaratory judgment yet the contracts in the record were never referred to, even once by cite in the 8.4.21 order, nor were the founders' action or those findings as to the underlying merger wrongful acts, materially that not one penny was paid of consideration not already the shareholders, i.e. all we received was our corporations operations to date cash profits of near 13 years. A request of FRCP 9 grant was made multiple times; Given Big Law's Latham original admission of no "EX G" at the hearing itself, a triable matter the Court itself created and negated without process before the dismissal order, that at 7.29.21 to the very Honorable William Alsup that they didn't have a contract "with them", TRANS PG 10 LINE 22 LATHAM "I don't



with me” SHE ACTUALLY SAID “I don’t have it with me” I purport; i.e. the Klein Group had to “rely” by artifice and design, including manipulating a FEDERAL JUDGE to do such, to order his clerk to physically rip “retrieve dkt 40 2;PGS 197-201” “EX G” from my God Granted First Amendment right 4 PAGES of FRAUD ALLEGATIONS as to “EX G”, where’s the discretion in relation to that very admission? Klein Group, in their twenty false statements to a Federal Bench Query of the item, twenty times demanded the “item” DKT 40 2;PGS 197-201 as in fact existant and true, moving valuable consideration not already mine; i.e. that “EX G” “exists” outside of the complaint.

*ART. 1, SEC. 10 - VOID CA JUDGMENTS, FRAUD ON COURT*

Is the Federal Court, with ART. 1, Sec. 10 claims at issue, allowed under the Judicial Canons’ (factually unknown) to confer with State Judges? The Court, long on notice of Contract Clause argument, without notice, made a SJ attempt on this Plaintiff @ 7.29.21, yet there is no order of Production of Plaintiffs’ own corporate documents from CEO/CFO Robert Klein & Robin Deshayes. Plaintiff has been cheated of a “face off” with her adversaries alleging her a liar; certified DE Corporate Reports, back up these claims; they state the exact material opposite of the 8.4.21 order; *2EX232, 235* @ 2.18.00 only 1000 shares existed of DE#3122079 and at an earlier 7.24.00 State proceeding, this Plaintiff *3EX221-224, 226-239* gave sworn declarations, DKT she understood she was possibly being shorted 50% of her due # of shares and refused

to file any dismissal; the Klein Group then materially misrepresented the number of shares and the cash position to the Judge verbally and in filings, gaining a valuable dismissal of the same % claim on the company and its IP they just purchased. The dismissal, without prejudice, from this Plaintiff, was made in good faith after they made material representations to the State Court she was in fact receiving her true %, .67 of 1% of the entire corporation, just as the recital states. The corporation having common and convertible to common preferred shares, not solely a % of common shares as the 8.4.21 order asserts despite parol evidence attached to the complaint and the Defendant 2000 filing of the 7.24.00 contract itself at pg 2 acknowledging Plaintiff's holdings as having responsibilities/rights the same as convertible to common shares Preferred, i.e. her recital contract base percentage; the corporation. Plaintiffs contract recital laid out her % only for her signature on 7.24.00 not "64K shares"<sup>7</sup>, when in fact, she was shorted 50% of that %, despite making multiple good faith inquiries of the matter pre and post dismissal in her State original action, that, Plaintiff accepted in good faith .67 of 1% for the represented at the time, 2.18.00, unknown Klein Group "investor" dilution as represented to her, that Plaintiff, robbed 50%, or near \$500 thousand

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<sup>7</sup> Materially separate from the recital in 7/24/00 "contract" pushed in front of Plaintiff before a Judge and signed near immediately, Plaintiff received absolutely NO CERTIFICATES for near 3 months and set about balking about the dismissal when hours later the bottom of the page was saying 64K shares still not transferred, were "evidence", sworn declarations questioning the number of shares were immediately filed within hours with the Klein group lying to courts, once again, standard OP

dollars, re: her % as discovered at August 2018 with the first ever, share registry found as attested to in SLO CV 130377.

World Wide Web Associates LLC and the Klein group vehicle that swallowed  
the LLC without notice of any Klein Group participation or claims being made  
against Plaintiff at the time in 2000; DE#3122079/Web Associates, Inc.,. Is the  
Federal Bench, as to the Contract Clause, by way of possible extra judicial  
communications with State Judges, allowed to write such an order defining a  
contract without trying the allegations and verified evidence of said contract? Or  
by way of a un noticed attempt SJ attempt on a unrepresented person, 7/29/21  
TRANS PG 13;LN 20 is this allowable under the Contract clause?

JUDICIAL CANON ALLOWANCE TO CONFER W/CA  
JUDGES when the CONTRACT CLAUSE IS INVOKED?  
2EX46:18

FRCP 9 requests re: corporate documents, yet no face off with adversaries for  
12 years; No order on them to produce/explain where in fact the (voided) contract  
“item” was, and why no defendant was “attesting” the item, ever. 18 times the  
statement of the “existence” of a supposed 2007 “settlement contract”; THE  
COURT; “Defendants can’t produce a “contract”, Why didn’t he ask where it was?  
1EX5:24 2EX49:9 3EX5-10  
No WHERE, WHEN , WHY or HOW as to “EX G” ever being produced whilst  
the clients, the Klein Group and their allies, all have refused, every last one, for 11



years to en masse represent where the original is and have refused to even once attach or attest "EX G" as true or any inkling of such a "settlement" or "contract" to their Clients representations; By not referring to the artifice and device he used on 7.29.21; i.e., physically ripping DKT 40-2;PGS 197-201 from the First Amendment allegations of fraud from the related 4.2.10 3X's superseded complaints' unverified fraud exhibit, "EX G" won again.

*Plaintiff & SHAREHOLDERS; CHECKS ONLY FROM  
BNY ESCROW PROCEEDING BY WAY OF STOCK  
CERTIFICATES ONLY*

CA's B & P §6068(e) (1) To maintain inviolate the confidence, and at every peril to himself or herself to preserve the secrets, of his or her client. Near 15 CA Bar members on and off the Bench utilizing such a "benefit" for the unfound bad Officer acts? The physical "retrieval" of DKT 40-2;PGS197-201 ripped physically from a singular state unadjudicated filing of 11 years ago, made by Defendants counsel who in near 12 years of proceedings have refused this fiduciary duties to show her or any Court a) signatures b) corporate documents, including one of near twenty Klein Group supposed contracts with the woman, or any corporate registry to prove movement of consideration not already the womans' c) cancelled checks or endorsements of the woman.

The Bench charges this Plaintiff as instead abusive of the Defendants' "civil rights", violated by her "harassment" for seeking production of such 15 pages of



corporate documents. These private securities, under the DTSA as to “continuing litigation” as embodying the intellectual properties about to hit our U.S. Securities markets, the Bench placed defendants interests above, beyond and out of claim of this Plaintiff forever stating this Plaintiff, the defacto prosecuted “Defendant” in this “civil” matter, stating that the Plaintiff already had “multiple days in Court” herself and was an abuser of the system, yet he wasn’t about to even ask them to produce or why they hadn’t ever produced in 11 yrs.

Material evidence gained at August 2018 and January 2021, for no fault of my own an earlier discovery; the share registry, seen for the first time Aug 2018, as attested to in this related proceeding 18-15699, seen on the big screen, the registry with 15 certificates bearing out 3 “versions” of my name, notating receipt of my multiple replacement share certificate contracts that lured me into the law firm ambush to begin with, and the first time ever gained evidence of the fact I was and am 1) shorted 50% of my % property repeatedly, and per earlier CEO Adamski <sup>3EX192117</sup> sworn testimony that pre law firm ambush, 2006, I owned .706 of the corporation, <sup>4EX17</sup> coupled with its sworn “Bill of Sale” for “TEN MILLION CASH CONSIDERATION”, I never received seventy thousand six hundred dollars ever, in anything to do with this “company” in any “form” ie. LLC or corporation, and I certainly never received “\$50 Thousand” for a supposed 2007 settlement associated with the 2007 law firm ambush, and I never ever received my original

3EX 274:24  
CA CCP 664.6 \$5 thousand dollar check much less my right to have my own  
3EX 277:15  
valuator of my own share and to be paid cash thereof. I have only received to date  
4EX 20-31  
from 1999 till today \$51,258.00 or thereabouts, for my stock certificates I held for  
years. I have taken out thousands in loans from friends and family in this ordeal to  
clear my name.

### *Defensive vs. AFFIRMATIVE Relief - TOLIS?*

And what about the Statute of Limitations as not being a bar to defensive, as  
opposed to affirmative relief in this debacle? i.e. that under my First Amendment  
right to do so, I have alleged "EX G" a "fraud" for near 12 years. By strict artifice  
and design, the Officers, on and off the bench "pulled" EX G from those very  
linked 4 pages of fraud allegations, the one time I filed the thing @ 4.2.10 in a  
superseded 3X's unverified complaint, by artifice and design ripped "G" from the  
allegations and uses it with law licenses to throw me out of courts and gain a near  
million dollar bounty on my head? Yep, bounty, I met a man in Starbucks from  
New York who comes out here regularly to buy "in good faith" JUDGMENTS to  
collect upon! Judge Browns' fall 2011 Discovery Order on those Defendants,  
Adamski and DE#3122079, to answer "on the merits" and produce documents had  
Defendants taking bad acts, never complying with the order and with Judge  
Browns' retirement, attesting "EX G" true to Judge Geck instead, prevailed @ SJ,  
no "fact trying". At 4.2.10; single time "EX G" was filed, I discovered in 2013 I

forgot to "allege" interlineations @ 4.2.10. However, @4.2.10 I established [CA CC 1541] that the item was already void by way of no consideration ever being moved as well as the fact I was yelling & refusing to "contract" by yelling at an attorney, setting him [not LAFITTE] running out of the room. No "contract" but a bait and switch on an auditor; I forgot at 4.2.10 to allege that I also wrote, what I yelled, upon the still as hidden, voided item; "Total Duress" "Fraud" and "No Attorney". When I was building my appeal appendixes at 2013-14 seeking to consolidate my SJ/FEE appeals, I found I forgot to "allege" what I wrote as being what I yelled, all strictly to get the single certificate when I was supposed to get multiple certs. I always remembered the yelled and written voids, in detail, but forgot to allege it , ONE TIME!

Not until January 2021, per SB records office sending copies, did I discover that a signature page has in fact, criminally, been "added" to SB1341441's file, added to my 12.08.10 complaint! Yet, the SB District Attorney says I don't have a right to file a police report? WHAT's going on? I never alleged this before. As to "EX G" FRCP 9, that the 12.08.10 Complaint was not allowed to be amended by CA; Judge Alsup GRANTED Judicial Notice of this CA unverified 12.08.10 complaint at 2018; from DKT 47 Pg 12;8 I request recognition as to any consideration of FRCP Rule 9 as to "Special Matters" of b) "fraud or mistake; Conditions of mind" & c) "conditions precedent"; Ms Quartarolow was



3EX 182-183

procedurally “gifted” by way of putting forth an insanity “offense” of my mindset and intent that I am so insane that I would be entered into a “bonafide” Jan 10 2007 contract, complete with receiving “consideration not already mine”, yet I sued someone at 1.11.10 (tenth was a Sunday; Judge Brown RULED that I met the S.O.L. and AGREED with my argument that the POOR cannot be held to a standard to “figure out” fraud taken against them in a freezeout-Insurance counsel argued to Judge GECK otherwise, misrepresenting along with EX G to get Judge Geck to overturn that Judge Brown ruling all the while refusing to bring an “Order to Show Cause” before she did such OR TRYING ANY singular matter of fact, all based on “EX G” to preclude every parallel ruling she made.

DEFENDANTS THREE TIMES SWORE THERE WAS  
ABSOLUTELY NO “CONTRACT” I.E. “EX6” W/OPERATIVE  
SB 13444/12.08.10 COMPLAINT

Yet, Karma arrives; Def’s Adamski and Klein Groups’ DE#3122079, despite those insurance attorneys being understood rabidly “helicoptered” by Latham; the insurance attorneys, a fraud policy we paid for that I have repeatedly offered to testify on their behalf, ie. the fraudulently gained “representation” against me expenditures paid for by none other than “Nationwide” Insurance; counsel

3EX 105-113 3EX 23-1, 3EX 105-113, 3EX 25-1  
Kauffman and Dolowich, not Latham, requested and understood received multiple grants of “Judicial Notice” in 2012 and 2013-14 of the fact my 12.08.10 Operative  
1EX 19:21 3EX 105-113  
unverified complaint for SJ and the fee “award” had in fact no 2007 “settlement”

“contract” attached whatsoever, three filings by Def. counsel; just a three page



“EX G excerpt” with no SIGNATURE Page nor a “waiver page”. DKT herein  
3EX25-1  
1EX19:21  
the district court RJN granted 2018. Def’s counsel Kauffman was completely in  
3EX73-75  
alignment with Judge Browns 2.9.11 demurrer win where he recognized the  
12.08.10 operative complaint had no fraud exhibit “G” contract (like 4.2.10  
singular filing) attached and won me my right to a “Day in Court”. Kauffman and  
Dolowich for the Klein Group and Adamski swore and attested, both in their  
2.22.12 Motion for SJ that the “signature page” was not in the 12.08.10 complaint  
3EX25-1 3EX23-1, 3EX105-113,  
and in two actions, the dissenter rights valuation action SB1341441 and the first  
4EX180:22  
breach of contract attempt, action SB1471551, both actions, Kauffman and  
Dolowich swore for the Klein Group and Adamski that there was no contract  
1EX19:21  
attached to the operative for SJ complaint of 12.08.10, no waiver and no signature  
3EX25-1  
pages, as well as representing in a footnote to their Motion for SJ that in fact there  
was no “signature” in the operative unverified 12.08.10 complaint utilized for SJ in  
3EX125-130 3EX105-113  
SB1341441.<sup>8</sup> Klein Group insurance attorneys vs. Latham, have sworn in a-  
DIST DKT 40-2 : 197-201 “EXG”  
opposition to each other in two differing actions to game the system against me in  
a Federal Court; three times per Kauffman & Dolowich; no contract.

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<sup>8</sup> The Second District Court of Appeals however, had ordered the volume of '41 at the appeal and apparently saw the “fourth page” because they attached a “4 page” eX G, this Plaintiff rabidly protested and was instead told by the 6<sup>th</sup> division clerk Paul that the Justices could “grab from wherever in the record they wanted” to create an “attachment” at the time, I assume they did that to align with Judge Browns ruling that only the waiver page was missing when in fact I deliberately NEVER FILED a 5 page “EX G” ever after 4.2.10, nor before

*1EX19121*

Yet, Judge Alsup granted me Judicial Notice in 2018 of my actual as filed and served on Def's, the actual 12.08.10 operative for SJ complaint, with only a 3 page "EX G", furthering the established by the Court itself, triable matter of facts in these proceedings. My understanding is the Statute of Limitations is not a bar to defensive as opposed to affirmative relief. Especially when in support of the granted RJN, the Court @ 7.29.21 wanted to know why the other thrown out shareholders never executed such an "item".

*LARGEST FRAUD ACTION EVER FILED ON  
CA CENTRAL COAST "SILICON BEACH" NO FACTS  
TRIED - SHUT DOWN BY AGENCIES & WRONGFUL NDA'S?*

No mention or acknowledgement was ever made by the bench both at the hearing or by any "order" re: the co founders unadjudicated claims and their action SLO CV 130377 Dahl v. Klein, the largest fraud action ever filed on the Central Coast of Calif. Sec. 1983 claim that by Artifice and device, as they manipulated on 7.29.21 the Bench to undertake the very same physical act; RIPPING from the 4.2.10 fraud allegations of "EX G" wherein 6-7 physical fraud attributes of the item are in detail described. But Big Law Says Its "True"; Federal Rule Evidence 201 as "not subject to reasonable dispute because it (1) is generally known within the trial court's territorial jurisdiction; or (2) can be accurately and readily determined from sources whose accuracy cannot reasonably be questioned." Fed. R. Evid. 201(b). Second, under the incorporation by reference doctrine, a district court may consider documents "whose contents are alleged in a complaint and

whose authenticity no party questions, but which are not physically attached to the [plaintiff's] pleading." In re Silicon Graphics Inc. Sec. Litig., 183 F.3d 970, 986 (9th Cir. 1999)

*KLEIN GROUP HISTORY OF CA MULTIPLE FRAUD LITIGATIONS - "UNCLEAN HANDS" EVIDENCE DESTROYER*  
*3EX 282-290*

Given that the Klein Group has a material order of a finding of fraud issued against one of their members in a State Court in 2006 in a somewhat unrelated matter, SB1157647 Core Wealth AKA Pacificor LLC vs. Rifkin and Ron Heller, Pacificor LLC, a Klein Group wholly owned Hedge, whilst Defendant herein this matter Robin (Klein) Deshayes, COO of the Hedge and later CFO of DE#3122079, *3EX 240/243* was having extensive discovery taken upon her at the same time in that action, ie. that a finding that willful destruction of evidence of some 20 thousand accounting records were made and the order filed herein the operative complaint.

*JUDGE ALSUPC 2018 RECOGNIZED TOLLING PER DELAYED DISCOVERY RE: MULTIPLE CONTRACTS*  
*2EX 719*

Judge Alsups' 2018 recognition of CA CCP 1047, as to tolling according to discovery over time when contracts are involved, should toll for material fraud upon the court? The Aug 2018 discovery (as filed in the related proceeding 18-15699 before this tribunal, begging for the right to amend my complaint) of the actual share registry, fully supporting my material allegations re: my contracts and *3EX 186-191*



receipt of properties, as filed and attested to by my co founders and the corporate executives in the matter Dahl vs. Klein SLO CV 130377;

*DISCRETION QUESTION - WHY NO FACTS TRIED  
IN TWELVE YEARS?*

*DIST DIRT 40-2:197-201 "EX 4"*

"EX G" moving no consideration to this fiduciary, but concealed for years by unaccountable powerful people tied directly to Californias' Senate Judiciary

*4EX 45:15 3EX 163-178*

committee, county courts and agencies, the item was only my own fraud exhibit, a

fraud-forgery emailed to me from a Big Law fiduciary of near 8 years Latham's

*DIST DIRT 40-2:197-201*

Tom Edwards. Ex "G", filed once by myself, guaranteed to me under my first amendment right to allege as such, guaranteed to me as being a fraud exhibit, not a contract to throw me out of court proceedings, despite no deposition and certainly no affidavit or declaration by any founder, defendant or plaintiff whatsoever in near 12 years ever attesting, even once, that "EX G" was in fact a contract and/or a contract that moved any consideration not already owned by this Plaintiff. Judge Brown ruled 4X's putting them on notice, not to use "EX G" as a contract.

*3EX 181*

*3EX 73-75*

CA's CCP *2EX 719* 1047 and CA's 1542, before the Senate Judiciary committee had the state legislature @ 2018-19 curiously enough due to "confused, costly Pro se litigation" change out the wording of the 125 year old protective fraud law; CA CC 1542's "Judgment Creditor" which is exactly what I am<sup>9</sup>, deleted it from law. Law

<sup>9</sup> Plaintiff's second form of contract(original 1995-97) of her 1% holding of the intellectual properties, was a Court recognized 2.18.00 CA C.C.P. 664.6 of Plaintiffs' percentage holding of .67 of 1% of the CA partnership, World Wide



now waits to hear the tolled Bell for the Contract Clause. Per Khoja; "a concerning pattern in securities cases like this one: exploiting these procedures improperly to defeat what would otherwise constitute adequately stated claims at the pleading stage." (Id. at 15.) The panel stated that this trend of "unscrupulous use of extrinsic documents" at the pleading stage creates a risk "especially significant in SEC fraud matters, where there is already a heightened pleading standard, and the defendants possess materials to which the plaintiffs do not yet have access." (Id.) "If defendants are permitted to present their own version of the facts at the pleading stage—and district courts accept those facts as uncontroverted and true—it becomes near impossible for even the most aggrieved plaintiff to demonstrate a sufficiently 'plausible' claim for relief." (Id. at 16.)

JUDICIAL CANON ALLOWING TO CONFER w/  
JUDGES - AGENCIES OF CA RE ART. I SEC. 10?

A federal judge has apparently joined the official "narrative" of the SF/SB

Based CA Dems-Agencies, targeting me, the whistleblower for near 30 people, co

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Web Associates LLC, no shares, that operated in her home for years. Plaintiff, entering court at April 1999, in good faith accepted the counter offer of .67 of 1% when told an investor was "joining the company" diluting all by a third; instead, behind the scenes, a still unadjudicated Oct 1999 Rancho San Roque contract with individuals, founders Dahl and Tuttle, i.e. not the partnership, is understood operating against Plaintiff, that the investor sought to conceal that DE#3122079 was in fact the investors' "vehicle" designed to abscond the IP by a Reverse Triangular Merger "down the line". There has never, any where existed a "World Wide Web Associates, Inc." as the 8.4.21 order refers to. This federal court, despite being repeatedly corrected, in detail as well as the evidenced complaint allegations, this Court set about materially circumventing the evidentiary fact of "no shares" owned by the Plaintiff originally. These apparent behind the scene Klein Group maneuvers on founders Dahl and Tuttle and Daria, the DE certified reports and court records attached to the complaint bear this out, and instead the Court wrote an order saying that "shares" originated the holding, and common shares at that, as Plaintiffs' holdings, when in fact, this is materially false, it was a Court found percentage of a Ca partnership, no shares.

founders of intellectual properties created in our homes, as now being “found” as a long time “civil rights” “harasser” of my largely Jewish fiduciaries, having nothing to do themselves with the inception/creation of such properties. The group continues to take acts 12 years on that I would indeed be unheard forever. Latham submitting sworn declarations by Officer Quartarolos’ partner of 15+ years, Officer Flick, sworn declarations he had a judgment from a supposed “2007 <sup>3EX 245-247</sup> lawsuit”, submitted to the State Court to throw me, these Defendants finally admitted, by Judge Geck stating such in 2016, such a lawsuit in 2007 had never <sup>3EX 249</sup> happened. My untried allegations weaponized in reverse against me; instead tried as a quasi criminal, lectured by a Federal Judge on 7.29.21 that I have a “victim” complex that I should examine! <sup>2EX 65-67</sup> TRANS Pg 32;Ln 14 word dropoff added “you have a tendency to always be the victim...think about it....” TRANS Pg 33

*CA CC 1542 DELETES “JUDGMENT CREDITOR”  
STATUS @ 2.18.00 → FORWARD?*

CA Senator Jackson/Legislatures’ act to change, materially, CA CC 1542 by deleting “Judgment Creditor” defies justice; the deletion of “CREDITOR”, which is exactly what Plaintiff was at March of 2000 when the Klein Group absorbed such corporate DEBT when they merged their DE vehicle #3122079 with the CA <sup>3EX 237-239</sup> LLC’s, which operated in Plaintiffs’ home. From myself and the Court as to the LLC’s assets, the group, whilst threatening co founders Dahl and Tuttle, I now believe, concealed the \$1.2 million in the coffers from the Court to pay me, all by

way of merging their DE shell with the CA partnership. After extensive discovery, still factually unknown, I very strongly, esp. with founder Dahls Sept '21 comment that he should of sued Latham "complicit from day one" and that the Klein Groups' acts have been "evil and diabolical", very strongly believe that beginning at 2000 the group threatened the founders, Dahl and Tuttle in 2000 and at 2012 forward, as individuals, so as to continue to conceal DE#3122079 as being strictly a Klein group "vehicle", i.e. not created by my co founders, is NDA abuse on steroids. In my original state action, SB230268, before any without prejudice dismissal was filed in that action, Sept-Dec 2000, I made it very clear to the State Court that I thought I was being shorted shares by 50% by being offered 64K shares and would only take unregistered DE shares for the corporate debt owed me on 8.18.00, if in fact I would have full shareholder rights.

TRANSCRIPT CAPTURED ADMISSION OF  
"NO CONTRACT" BY REFUSING "TO EXPLAIN" ?

The 7.29.21 attempt, i.e., failing to gain the understood sought "judicial admission" from myself & Def's 7.29.21 admission they have no original with them in the Courthouse whilst they refused to explain just where when who how or why about the (alleged as void) ORIGINAL's whereabouts; the Court appears to have created the central triable matter of fact of this debacle<sup>10</sup>. The unopposed

<sup>10</sup> The 2<sup>nd</sup> material triable matter of fact the court created @ 7.29.21; the Bench commentary to Latham that they "should of" had "all the shareholders" execute comprehensive releases such as EX G for their 17 day Reverse Triangular Merger effectiveness, **so, why didn't that occur?**



*DKT 02712WHA # 43-44 / DKT 15699 NINTH, 24, 27-28, 30*  
Reconsideration had Def's 1) refusing to make any opposition 2) coupled  
w/history of Def's refusing to oppose 3 prior federal fraud upon the court 60b  
motions in 17 05453 and the related 18-15699 here 3) the CA State Bar 8.5.21  
directive on Latham that they produce for the Plaintiff the (as long alleged void-  
moving no consideration) original, with 3) Latham admitting @ 8.24.21 "no  
contract" no "copy of their own" and "no explanation" re such item (as long  
alleged void, moving no consideration) the Court, is faced doubly with new  
evidence @ the denied reconsideration; Plaintiff "reconstructed" her voids upon a  
*3 EX 5-10 DIST DKT #43-44*  
EX G sample to reflect the true item; DEFENDANTS; all SEVEN, refused to  
OPPOSE this; "fraud/total duress/no attorney"[re enforcing DEF'S material  
8.24.21 ADMISSION of no "CONTRACT" re: "EX G" or even their own copy]  
At 9.7.21 the Court's discretion comes into question by these developments.

*CIVIL RIGHTS VIOLATED BY WHO?*

The order refers to the "other issues" outside of "EX G", Judge Alsup begins at  
page 3, line 3; "In light of these facts [i.e. that by his 7.29.21 "prosecution" he  
somehow had "found" "in the record" a 2007 "contract" because Latham *said*  
so].....the complaint does not state a claim for relief." How could it? i.e. If "EX  
G" was a true item. The Court based "no claim for relief" upon deductive  
reasoning of a wrongful supposition that there was already a "found" "contract" in  
the "record" to defy the claim. Yet, w/tolling; No Breach of Contract matter has



ever been tried or allowed in any FED or State court, corp documents proving such claims were delivered a near year after the Dec 2010 complaint for the SJ was filed, w/no amendment allowed & "EX G" utilized.

The unnoticed defacto 7.29.21 summary judgment on a unrepresented person, utilizing matters outside of the pleadings DKT 40-2 and defying the complaint allegations, all untried for 12 years, denys Plaintiff's 12 years of protests re: "EX G". <sup>2 EX 34-68</sup> FRE 1002, original required when the supposed "signor" calls it a fraud for 12 years people! This Plaintiff doesn't understand the method of reasoning it seems to be politically, or other, lacking. What facts of reason for evidence? FRE 1007 "...proponent may prove content.....by.....statement" #1 EX G is not a "STATEMENT" it's a fraud exhibit. Filed once, unverified and superseded 3X's!! No such 5 page or anything with signatures or waiver language has ever been filed by this Plaintiff, nor has any 3 page, 5 page or 4 page "version" of this item ever been attested by any defendant or this Plaintiff in any proceeding, Federal or State. Secondly, the exhibit, as ripped from the 4 pages of fraud allegations of the item DKT 40-2;Pgs 197-201, including 6-7 detailed physical attributes described of the item therein, fails in that the allegations if originated with the exhibit as a defacto "statement", would fail; its called a FRAUD. FRE 1003 is unapplicable; it wasn't just a "general question" raised re: "EX G" it was a flat out near 12 year allegation of the fraud of it. The law however, is a beautiful thing; FRE 1004 is now in my

favor; the party against whom the original would be offered had control of the original, i.e. this Plaintiff who materially voided the item at 2007 that moved no consideration to her, put all Defendants and their officers and associates on formal notice of such voids, by yelling and voiding the item, simply picking up fiduciary owned replacement stock certificates for 5-6 contracts already earlier notarized, 5-  
~~4~~EX 13-14  
6 separate and transmitted to them by Courier-Wire, these defendants are now  
~~3~~EX 5-10  
accountable to the fact that the original is in the FAVOR of this Plaintiff; that this Plaintiffs' 12 years of allegations/pleadings even further put the Klein Group and their associates on formal notice and that by way of the late 2018 found share registry and other FRE 1004 is utilized as to other evidence of the voided content. FRE 1002 demands the original in that FRE 1004/1003/1007 provide otherwise.

From Holcomb v. Long Beach Investments; "...such purported release is however, no defense to a subsequent suit for damages based upon the fraud when the instrument of release is also procured by fraud and lacks consideration. [4] Since every executory contract must be supported by a valid consideration and its absence renders the instrument nudum pactum and void, an agreement which is not supported by consideration is unenforceable." Sec. 1550 Civil Code, 6 Cal Jur 166 sec 115; 1 Elliott on Contracts, 442, secs. 253;254

Facts in an exhibit alleged, extensively, as being a "fraud" in an unadjudicated state proceeding as being attached to a [materially unverified

superseded and dismissed by SJ “no trying of fact”] complaint are , for federal court proceedings alleging the item again as a fraud, are against law to be accepted as true on a motion to dismiss. Whether the facts in an exhibit are accepted as true depends on the claim asserted and how the exhibit is used by the claimant. Here it is “used” by Defendants, refusing near 12 years to attest the item as true or to show consideration moved utilizes non percipient knowledge Officers of Court with licenses & under duty to vet the item, to game the system. The court needs to consider why a plaintiff attached the exhibit, who authored the exhibit, and any disputes concerning its reliability or authenticity. *Estate of Prasad v. Cnty. Of Sutter*, 958 F. Supp. 2d 1101, 1111 (E.D. Cal. 2013); *Goines v. Valley Cmty. Servs. Bd.*, 822 F.3d 159, 167 (4th Cir. 2016).

Plaintiff stands on her pleadings, the court must examine the complaint and determine whether it states a claim as a matter of law. *Goldberg v. Danaher*, 599 F.3d 181, 183-84 (2d Cir. 2010)

On 7.29.21 this Plaintiff was crying at being bullied whilst the man, a Federal Judge, held up her signature on a xerox copy she’s called a “fraud” for near 12 years re stating over and over it is not the document she executed, whilst understood U.S. Attorneys from the Northern District are sitting in the back galley,

mean while the Ernst prosecutor on the bench, more and more determined to get that “admission” was frustrated and started talking about a “4 page item” but that’s not what he grabbed! He grabbed a singular, five page, i.e. “EX G” unverified 4.2.10 complaint exhibit that was superseded 3X’s in that State Court with no such item therein the SJ ruled 12.08.10 file, he grabbed the singularly 4.2.10 unverified filing of a 5 page fraud exhibit, “EX G”, which has never been filed since in 12 years, with only 3 pages, no signature/waiver filed in the operative 12.08.10 unverified complaint for SJ because of the very fact the Officers were trying to say the 4.2.10 item was a “contract” when it was strictly a fraud exhibit, further putting those Def’s on notice as well as Judge Brown’s <sup>3EX181</sup> 4 rulings they couldn’t use the 4.2.10 item.

Judge Alsup, a CA Bar Member, appears to follow the lead of the state conquering the Contract Clause, despite pleas for 1) adherence to the Clause beginning in 2011-12 Art. 1, Sec. 10 that no state shall impair enforceability of her 2.18.00 and 7.24.00 holding % contracts. Factually unknown, by apparent Judicial Canon allowance or breaches of “extra judicial” communications with the SB County DA, the county and appellate Judges and state agencies. Judge Alsup along with the State have all refused to recognize Plaintiff & her co founders behind her and in support of her claims, as ever being worthy of any Court’s time. The co



founders were seeking to join this Pro Se for near 10 years, including the 2018 Federal & previous state proceedings before the Honorable Donna Geck of SB Superior, including waving their hands at Judge Geck to join the proceedings, all were denied participation 2012 forward by the position of Judge Geck who repeatedly overturned Judge Brown's rulings without bringing an order to show cause, reliant on "EX G" to purge a Pro se apparently<sup>11</sup>. Judge Geck ruled exclusively by "EX G" in a SJ law and motion hearing. The State by Judge Geck has allowed a fraud exhibit to trump process, ripped by artifice and device from this womans' fraud allegations of a superseded 3X's unverified complaint. But the State has long been on notice of Klein Group evidence destruction since 2006; <sup>3EX 282-290</sup> After Judge Brown retired, having found a member of the Klein Group, 2 years before Plaintiffs dissenter rights valuation action was filed, guilty of fraud "Unclean Hands" for "willfully" destroying 20K+ pages of accounting evidence, [whilst discovery was being taken on this complaints defendant Robin (Klein) Deshayes] this Court and the state court in addition, curiously as to the contract clause, refuse to acknowledge, argue or respond to my Breach of Fiduciary Duty

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<sup>11</sup> Specifically as material; in her 6.28.12 SJ ruling she stated that it was on my back to instigate a lawsuit in 2007 if I was demanding to see the share registry, i.e. that I should of "known" so as to make fraud allegations; Nothing further from the truth; Latham was repeatedly stating, in writings filed repeatedly, it was a DE Corp and that I had no "rights" to inspect! Judge Geck stating this about my "responsibility to sue" during a supposed "voted for" merger, defines vexatiousness, I had no evidence or suspicion of "fraud" I was mad, but that with a represented "voted for merger" doesn't allow one to "sue", you have to have evidence, only mine can't reach the jury for some reason. I made this very argument to Judge Brown and won my Demurrer, Judge Geck wrongfully I believe, with the Court of Appeal backing her up while the insurance attorney Rubin lied about "EX G" to their faces on 1.14.15, Judge Geck reversed Judge Browns' finding, as against Justice, I believe.

claims. Now, to go hand in open hand with the false 2007 “Out of Court Settlement” narrative; material fiduciary duties owed the woman and her co founders appears off any discussion table. All effecting a hidden from press, Court and Agencies; illegal and unvoted for, 17 day “reverse triangular merger” moving *3EX 291-298* not a penny of consideration to any founder, not already theirs, whatsoever.

*SWORN TESTIMONY OF FOUNDER & CEO BACK ME UP*

At 2007-08 I only participated in an escrow proceeding with the Bank of *4EX 13-19* New York singularly at that time in 2007-08, entering a law firm for replacement stock certificates and voiding their trick documents of which to this very day I have never seen my original voided items, nor ever received a copy of them. 4 separate State SB1341441 orders that the Defendants may not use my “EX G”, a fraud exhibit I filed once, never filing again whatsoever outside of 3 pages of the item, only once, with no signature or waiver page of a forgery/fraud item sent to me before I entered such court, by email from my fiduciary, corporate counsel Latham and Watkins. My 1999 action was Breach of my Oral Contract/informal writing parallel a Marvin Action for a 21% stake of the company I dismissed in good faith to receive my written/oral promised 1% as diluted a third by an investor.

*WINNER, UNHEARD*

I’m a winner, not only with Lathams’ 8.24.21 “admission” of no “contract” to deny process, also prevailing early on in establishing in a state court of law my

ownership of valuable intellectual properties, \$1.1 Million, and then winning @ 2011, a discovery order & meeting the PSLRA Standard for securities fraud, the right for a fair VALUATION trial per Dissenter rights-still denied by the Hierarchy of CA. Intellectual properties wholly unpaid for, all shareholders in the escrow, such as I, only receiving our own corporate cash %, i.e the first corp. dividend of near 13 years of operations profits, post FED/CA taxes. The courts are utilized as wrongful business partners in this matter ad infinitum. IP now utilized in and/or for the support of the I Phone/Apple Computer amongst others. When this Plaintiff first came to court at April 1999 with counsel, my valuable contract of 1% ownership of such IP, developed in my home, leased in my name where I gave accounting and marketing services for my and other Board members original %'s of WWWA, LLC, I already owned and already had a contract before hiring counsel of such 1% originating years earlier in my home. The writing, albeit informal with verbal assurances, necessitated a court proceeding to finalize the holding in a 45 minute CMadres mediation in SB Superior Court. 8 years later, when a 17 day reverse triangular merger amongst the founders and a hedge fund consortium occurred with all of us unrepresented, largely poor and out of communications with each other after near 8 years, I as the original accountant trying to get lost stock certificates replaced and to double check the share registry "on the way out" for the correct # of shares as to my %, was instead baited and



switched by an arm of the Court itself; a “Big Law” law office in Santa Barbara with a singular stock certificate instead of 5-6 individual certificates that I had already executed 5-6 separate notarized contracts for, coupled with a demand for an “additional” “signature” to pick up the “singular certificate” approximating the # of shares of the replacement cert contracts; the whole event was me voiding those papers and receiving nothing not already mine.

The bench, factually unknown, as possibly utilizing criminal pre prosecution files from a county D.A. and state agencies of a slanderous posture against this Plaintiff, facts untried. The Court should have been a) shown the 15 pages to supposedly prove she is a liar, b) multiple million dollar fiduciaries Plaintiff paid thousands for and whose home developed properties enriched said fiduciaries to the tune of near \$200 Million hold control of these docs;( the “Klein Group” a company 6-7 year mark inception hedge fund collective that sought the IP for themselves long before they were allowed to take over the company offices without notice to the poor woman) or c) a governmental agency of choice amongst about 10 contacted repeatedly; all denying Plaintiff as being a “found” “liar” by ordering the Klein Group to produce; instead, the powerful state senate backed hedge fund group proceedings are shut down immediately by not demanding production of the group in any minimal format for near 12 years by any agency.



## CAAGENCY ACTS ON FED BENCH TO TRUMP ART. I SEC. 10?

What's the intention of Judicial Canon 3b? Here, as a understood civil rights narrative, i.e a pursuit of its own making as to issuing an order that the woman is "harassing the Defendants", whilst seeking the valued opinion of one or more of the governmental agencies long involved? As understood allowable under the Defense of Trade Secrets Act as to parallel civil/criminal proceedings, including police departments, district attorneys, attorneys general, etc., which all refused the founders any form of minimal investigation into 15 pages of corporate documents to reveal wrongful acts. Apparently the complaints' allegations, were just too "extravagant" to even be plausibly "considered"? i.e. not one allegation is confronted head on; See Order 8.4.21 Pg 3;Ln 26

## VICTIM BLAMING; DEIRING POOR HUNTS

I'm not a "victim", I've refused to be victimized; Once my Judge at late 2011, after winning me thru the Demurrer and Discovery orders, retired, the California State Bar members on and off the Bench have had a field day with me, apparently two fold; to create a twelve year body of "case law" against CA citizens, that no "Officer" "outside of proceedings" shall lose any "power to attest" someone signing such a "settlement" so as to control access to the Bench and apparently to uphold violations of CA B & P §6068 e as to wrongful acts of clients, in this case

4EX178

fiduciaries. By slanderous, libelous design mocking me as a female for bringing a “Marvin Action” as allowed under the law, propagating a legal 21% claim on the properties, at the same time the Klein Group for pennies, got the same stake; 20%, only I made the legal claim months before their still concealed Oct '99 “Rancho San Roque agreement with the individuals Dahl and Tuttle re: the assets I was found an owner of; the CA WWA LLC, that’s a untried fact; I filed at April 1999, they signed at Oct 1999, the Court recognized my ownership at 2.18.00, the Klein group DE#3122079 then merged with the LLC at March 2000 without representing Klein Group allegations against me at the time or ever since.

Misogynistic backlash on the Marvin Mishap? The fact my 1% holding was extant long before me filing into any court in 1999. A targeted whistleblower and co founders; all triangulated and all never enjoying a single trying of any matter of fact in the \$165M heist esp. given that my 2010 “dissenter rights valuation action” by fraud on that state court cheated me of ever amending that complaint for the near 3K corporate documents I gained from CEO Adamski & Board Pres Noling thru the insurance Attorneys Kauffman, not Latham in 2011.

At page 3, line 26 of the 8.4.21 Order, the Honorable Judge Alsup states “...page after page of extravagant accusations”. Extravagantly, without trying for fact of the document, the Court, Twenty times, “proclaims” the “existence” of a bonafide contract, as being “EX G” complete with stating that \$50K was

“received” for such a 2007 “settlement” “contract” without evidence to do so,  
when in fact the complaint lays out in detail the only monies exchanged were for  
share certificates only from an escrow proceeding by the Bank of New York as all  
<sup>4EX 13-14</sup>  
the shareholders, despite the Court at TRANS <sup>2EX 60:13</sup> telling Latham ALL the  
shareholders should have been under comprehensive “releases”. A Federal Courts  
<sup>4EX 178:11-22</sup> “Latham” “should of” had all the shareholders sign the same item to “make your <sup>2EX 60:13</sup>  
case a little stronger”, the FRE are dancing on pointe right off the stage here, exit,  
staged left TRANS pg 27;Ln 10 Despite No check from a Law Firm or attorney, <sup>4EX 178:1-12</sup>  
No check from the company, No Check from any Klein Group member; NO  
CHECK PEOPLE, just a escrow for certificates with the merger contract stating  
“No Certificates” would be issued additionally. Not one penny received not  
already mine by way of the replacement stock certificates & my % still shorted  
50%

This courts’ order repurposes the Defendants misrepresentations in juxtaposition  
to the complaint allegations; utilizing as “evidence” matters stated in Def papers  
outside the complaint and at possible extrajudicial communications inadvertently  
or at cross purposes with the Judicial canons, unknown. Where did the Honorable  
Judge Alsup get the right to say at page 3, line 1 “Daria makes clear that she went  
to the law firm to sign documents”? Why did the Court delete the key allegation of

the complaint? I.e., that I went to the law firm to pick up replacement share <sup>4EX13-19</sup> certificates, already contracted for and notarized at my workplace weeks earlier, <sup>4EX21</sup> and said I would only “consider” signing “something”, never seen before or since, for “additional shares” upon going to get my replacement certs & instead, finding one certificate instead of 6 when I walked in with my witness to the law firm? The court refuses to consider as “plausible” my voiding papers so as to receive the singular certificate when there were supposed to be multiple certificates? These people are fiduciaries and such acts are law? He won’t consider the fact of the multiple checks and my allegations re: the lost stock certificates? Instead, its “to sign documents” to establish in a Federal Court a supposed 2007 “contract” to throw me out with; At page 3, line 1-2 “that she did in fact physically sign the documents”...again, with respect, what “document” is he talking about? He’s got a near \$200M fraud before him and he can’t refer to anything in the complaint, but extraneous defendant wrongfully granted 2018 judicial notice[LATHAM 4.2.10 complaint] of my fraud exhibit, “G” DKT 40-2;PGS 197:201 alleged a fraud with its first and singular 4.2.10 filing, by artifice and design as all CA State Bar Members before him, the exhibit is physically ripped from a fraud allegation in an unverified state complaint that was 3 X’s superseded with no such “exhibit g” in the operative unverified complaint that was finally thrown out of proceedings in a SJ law and motion matter.



After extensive argument was made in the 2019 appeal re: Khoja vs. Orexigen 899 F 3d. 988, 1002 (9<sup>th</sup> Cir. 2018) abuse re: Latham demanding such “judicial notice” of an unverified and unadjudicated 4.2.10 item that for near 12 years has been extensively objected to; herein at the 7.29.21 prosecution, Wins! EX G was grabbed @ 7.29.21 by directing the court clerk to grab from the Defendants record an item un verified by any Defendant or Plaintiff for 11 years-desperately objected to by this Plaintiff for years, grabs the Def’s item from Def’s filings exclusive of the complaint and fraud allegations & “crowns” it a contract to preclude trying fact; CA Civil Code 1541 as violated; this Plaintiff has, per the complaint and other, protested re: no consideration, voided the 2007 law firm “item” both by yelling, writing voids & sending an attorney running out the room at the time” as long witnessed and attested to, setting everyone, Judges included that this was no “contract”, yet here we are, with an esteemed Federal Judge, writing twenty times in the 8.4.21 order the “existence” i.e. of a “found” contract.

The Order states my % is only part and parcel of a subset of the company, i.e the “common shares” despite evidence of the opposite; certified DE corporate reports proving such. This falsehood, that 64K shares equaled the % when materially, as

3EX 186-187 Bottom  
discovered at 2018 it did not and shorted 70k shares, was already formally  
addressed and promised by the Klein Groups counsel to courts multiple times in  
2000, and by their longtime agent; Board President Noling as being true both at  
2000 and 2007, when materially, it was not. I further sought to address it when  
speaking with another LLC % holder at the time of the take over 2007, I addressed  
my suspicion again and sought to confirm it, my share registry demand to inspect  
3EX 186-187 Bottom  
in 2007 of Noling, was in fact of the Klein Group who illegally concealed claims  
against me at the time apparently, i.e. claims against the founders Dahl and Tuttle  
re: the % of the LLC, with Noling bribed by the Klein Group, i.e. in SLO CV  
130377, the attorney evidentiary declarations of the biggest fraud action ever filed  
3EX 200-204  
evidencing Noling and the managers, written [\$25-30M] bribery equity contracts,  
we were all denied knowledge of even though the entire Dahl family and myself, in  
4EX 45:15  
writing demanded equity in the “new” “company” we were all wrongfully denied,  
4EX 178:1-12 4EX 45:15  
CA Corp 1101 e, attempted to be written off the CA books in 2013 after 40 years,  
by the Kleins’ best friend; Senator Jackson, starting to move the legislature on the  
4EX 45:15  
code by way of a CA State Bar lobbyist approached by Latham that I discovered  
and set about protesting at 2013-14 extensively to Senator Jackson. Thus, the Dahl  
family & Daria both made written valid “presuit demands” per “Wayfair”<sup>12</sup> so as to  
further the “quad triangulation” by the defendants as to the Klein Group pitted

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<sup>12</sup> Wayfair vs. Greathill Partners, et al., C.A. No. 2020-0992-SG Nov.23, 2021

against Daria/Founders/Managers, utilizing attorneys. These established, by Klein  
<sup>3EX 287-290</sup>  
Group, material misrepresentations, unknown evidence until late 2018, belies  
writings and statements made to State courts for years. The original contract  
<sup>3EX 273-274124</sup>  
recognition/establishment matter in 2000 as a percentage of a CA partnership LLC,  
<sup>3EX 274127-28</sup>  
ie. there were never any “shares” of any partnership, I was to be paid CASH,  
<sup>3EX 27517</sup>  
period, and with my own valuator of the LLC operating in my home.

<sup>MAIL SHIFT PROSECUTION APPARENTLY FAILED OR HAS IT?</sup>

This advocacy at the Federal Bench level, ie. a Judge arguing for the  
Defendants when in fact the Defendants never raised the argument “below” re:  
“common shares” % argument, i.e. for this Plaintiff to counter evidence with , is  
unfair and exists outside of a true “face off” i.e showing corporate documents.  
Yet, this Plaintiff addressed it multiple times as material, and in fact refused to  
<sup>3EX 214</sup>  
dismiss the original action without assurance she was in fact receiving .67 of 1% of  
the entire corporation, made by Staton representations to the State Court and Board  
President Noling who also, along with Adamski supplied & attested the near 3K  
corporate documents, unadjudicated, proving contract breach.

Understood false representations are in the order opposite to the complaint  
without trying matters. (i.e. 8.4.21 Pg2;5 “Mike Klein bought the company”, who  
<sup>3EX 205</sup>  
said that? Where? The complaint alleges WA Associates LLC, per the “merger”



“docs”. The SB District Attorney writings in the docketed “Fraud on Court” notice and the Judge Geck rulings very much mirror, by word, these federal orders and extrajudicial communications, factually unknown or if allowed by the canons, appear to be occurring, again; ART. 1, SEC. 10 NO STATE, be it their representatives, agencies or other, to my understanding, none should impair the enforceability of my contracts?

REWILTING A CONTRACT W/OUT FACT TRYING  
OR EVIDENCE TO DO SO, WHY - WHEN  
ART. 1, SEC. 10 IS CLAIMED?

The Court refuses to reconsider its' previous 8.4.21 order whilst

acknowledging his earlier refusal to move the Attorney to produce before ruling in  
2EX 43:22  
the matter?

LATHAM'S TAUBER DOES THE RIGHT THING  
UNDER PRESSURE - SHE ANSWERS QUESTION & TELLS  
TRUTH - NOW WHAT?

Latham's Officer Tauber, understood two months on the file, assuring a federal Judge that she alone could “guarantee” that the fraud exhibit “G”, guaranteed twenty times by her statements to the bench, was in fact a bonafide contract to preclude trying matters of fact, admits @ 8.24.21 she has no “contract”, no copy of her own or Latham's Edwards, only the singular 4.2.10 filing. Officer Quartarolo, 2EX 38:1 3EX 245-247 on the file near 12 years, and her 15 year partner Officer Flick repeatedly wrote for the Klein Group that this Plaintiff should commit suicide and that her wages were EX to be garnished “until the end of time”. Quartarolo tricked the bench twice; EX

demanding Judicial Notice of 4.2.10's "G" herself in 2018 & 2021. 12 years earlier Quartarolo offered this Pro Se on a wire phone call, some \$20 thousand to "go away". Why, if in fact she had such a bonafide contract, she could of utilized it immediately at January 2010 to crown Daria a liar. Instead, she and her 6 corporate Big Law associates, dreamed up the scam. Plaintiffs' long alleged fraud exhibit ripped physically and repeatedly by artifice and device from the associated 4.2.10 four pages of first amendment fraud allegations of "EX G" as being a "fraud". To this very day, never receiving a copy of the voided item, moving no consideration, ever, nor allowed to inspect the item, but now enjoying the biggest law firm in the Worlds' admission on 8.24.21 that in fact "they don't have a contract", not an original, nor even their own copy; only the fraud exhibit "G"; FRCP 9; This plaintiff failed in the one time she filed "EX G" on 4.2.10 simply by forgetting to "allege" that she wrote exactly what she already alleged she yelled, sending the attorney running, in front of her witness; "Total Duress" "Fraud" and "No Attorney" on 2-3 pages of the item, all to gain her singular stock certificate, that had already been contracted for weeks earlier; the 5-6 notarized shareholder replacement certificate contracts; Robert Klein, assuring the Courts for years by way of this Pro se filing his 2.7.15 writing to me directly, that he "had it" ie. the 2007 "unaltered original" he continues to utilize as a battering ram on a targeted

whistleblower, complete with enacting a fabricated evidence won \$700 thousand dollar judgment on the litigant to keep her and her co founders from Courts.

Wrongful acts upon the Court the same at 2021 <sup>DIST DILT 40-2:197-201</sup> as at 2018 in the District Court  
and at 2019 before this tribunal. Armed with uncontroverted evidence, the <sup>3EX 24-82</sup>  
admission of Officer Quartarolo's partner Tauber, who under CA State Bar <sup>DIST DILT 43-44</sup>  
pressure admitted to this Pro Se at 8.24.21 she in fact had no "contract", no access <sup>3EX 71-72, 3EX 76-82</sup>  
or copy of the voided 1.10.07 item utilized by 7 Big Law Corporate attorneys most  
owing fiduciary duties to this Plaintiff. "EX G" filed once in an unverified, un  
adjudicated, and 3 X's superseded complaint in a strictly dissenter rights valuation  
action that this Plaintiff, without counsel, met the PSLRA standard and won her  
<sup>3EX 73-75</sup> demurrer upon 12.08.10 complaint in 2011, void of "EX G", and won the <sup>1EX 19:21</sup>  
subsequent discovery order, with the Judge then retiring, prevailed after  
substantially being recognized 8 years earlier as a multi million dollar owner of  
intellectual properties in an unrelated proceeding, by a Court @ 2.18.00 of CA  
<sup>3EX 274:24</sup> CCP 664.6 recognition of the Plaintiff as an owner of the company by way of a 45  
minute mediation participated in by the company CEO/Founder and 6 attorneys  
with all realizing the % as owned by this Plaintiff as already existant and non  
arguable.



12 years of case law now to drive the gavel on the poors' head further; that a "digital Xeroxed supposed signature" suffices a Federal Bench for a contract; The federal court system, having no protocols for whistleblowers fails.

Klein Groups' Latham ditched this appeal. Steptoe and Johnson, et al., all refused to oppose this litigants' earlier, related proceeding before Judge Alsup, <sup>OKT 15-17</sup> 3;17-05453 WHA proceeding, the two FRCP60b "Fraud on Court" motions, Def's <sup>ninth 18-15699 24, 27-28, 30</sup> materially and repeatedly refused to oppose those motions, along with the August <sup>OKT 43-44</sup> 2021 Reconsideration Motion where Plaintiff 1<sup>st</sup> presents her version of the Voided <sup>3EX 5-10</sup> "EX G" by attesting. These firms, in addition to refusing to "sign" the 2019 appeal opposition, prevail. Latham for the Klein Group came back into District Court, doing exactly what they did before, despite Khoja vs. Orexigen, attesting a 4.2.10 <sup>DISTRICT 40-2:197-201 "EX G"</sup> fraud exhibit as a true contract, despite 4 attached pages of fraud allegations of it. <sup>1EX 19:21</sup> Demanding as "fact" a "judicially noticed" item this litigant pleads her First Amendment right to call a "fraud" ad nauseum before courts for near 12 years. <sup>3EX 73-75</sup> This litigant prevailed three times before; Demurrer win for PSLRA standard pleadings, including that "EX G" was alleged a "fraud", Discovery order for the true voided item at late 2011, and an earlier, million dollar court recognized ownership contract of intellectual properties.

15 pages concealed of my own corporate documents held by fiduciaries embodying the intellectual properties about to hit our U.S. Securities markets, defendants interests are placed above, beyond and out of claim of this Plaintiff forever going so far as to state that the Plaintiff, the actual prosecuted "Defendant" in this "civil" matter, stating that the Plaintiff was instead herself an abuser of the system. This certainly leaves this Plaintiff now inquiring of the Ninth Circuit, just what kind of system is this?

PRAYER;

*W/LATHAM ADMISSION FAC; STREAMLINED to 40-50 pgs*

- 1) Consideration of a FAC *@ 1-19-22*
- 2) RE: Xerox copies as "contracts" effecting rights to process or properties; that this tribunal will DEFINE PAROL EVIDENCE or other of a minimal standard to be met before claims are dismissed, esp as to people without counsel.
- 3) *Consideration of my good faith @ 2000; i.e that I agreed at 2.18.00 to be "diluted" a third for a then unknown "investor" as attested to by my co founder Tuttle. That I receive my right to my own sourced "valuator", that subsequently @ 7.24.00, despite multiple misrepresentations to myself and Judge Anderle, re; "no company cash" I agreed to take DE Unregistered securities only with FULL shareholder rights and was cheated duties.*
- 4) **@2007-08 freezeout I was alerted by another LLC-shareholder to issue of a possible share shortage re: my %, again despite Board Pres Nolings' assurance in 2000 for my earlier without prejudice dismissal, that I then sought to review my own registry in 2007 and was denied.**

- 5) By artifice and device the Klein Group, planning to abscond the IP, forced founders Dahl and Tuttle to a phony 6.1.00 "contract" with no consideration, an item I refused to ever execute, that stated unless I signed such an "item" the "corporation would owe me no duties" and "would not recognize me". That at August 2018, I discovered this wrongful act/contract being "enforced" in a 2017 NDA & by discovering the true share registry had 15 share certificates allotted to me, with my name in 3 types of symbols instead. This allowed me to reenter District court.
- 6) Allowance of CA CC 1541, when one makes known to Officers or fiduciaries that they do not intend to "contract" i.e. Balk and /or are demanding fiduciary duties be complied with as herein the inspection of the share registry for an unknown, but suspected error in the %; THAT A MINIMAL STANDARD OF COMPLIANCE WITH EVIDENCE is in alignment with CA CC 1541 under the DTSA as to the MOVEMENT OF SUCH Intellectual Properties IN THE ACT OF A CONTRACT

*Respectfully Submitted in Appreciation  
Under Penalty of Perjury of the Laws of the United States  
AND California*

*AT Santa Maria, CA  
November 28, 2021*

*[Signature]*



UNITED STATES COURT OF APPEALS  
FOR THE NINTH CIRCUIT

Form 8. Certificate of Compliance for Briefs

Instructions for this form: <http://www.ca9.uscourts.gov/forms/form08instructions.pdf>

9th Cir. Case Number(s)

21-16480

DARIA VS SAPIENT, et al.

I am the attorney or self-represented party.

This brief contains

13,981

words, excluding the items exempted

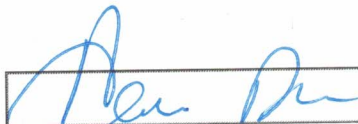
by Fed. R. App. P. 32(f). The brief's type size and typeface comply with Fed. R.

App. P. 32(a)(5) and (6).

I certify that this brief (*select only one*):

- ☒ complies with the word limit of Cir. R. 32-1.
- ☐ is a **cross-appeal** brief and complies with the word limit of Cir. R. 28.1-1.
- ☐ is an **amicus** brief and complies with the word limit of Fed. R. App. P. 29(a)(5), Cir. R. 29-2(c)(2), or Cir. R. 29-2(c)(3).
- ☐ is for a **death penalty** case and complies with the word limit of Cir. R. 32-4.
- ☐ complies with the longer length limit permitted by Cir. R. 32-2(b) because (*select only one*):
  - ☐ it is a joint brief submitted by separately represented parties;
  - ☐ a party or parties are filing a single brief in response to multiple briefs; or
  - ☐ a party or parties are filing a single brief in response to a longer joint brief.
- ☐ complies with the length limit designated by court order dated .
- ☐ is accompanied by a motion to file a longer brief pursuant to Cir. R. 32-2(a).

Signature



Date

11-28-21

(use "s/[typed name]" to sign electronically-filed documents)

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Canon 2: A Judge Should Avoid Impropriety and the Appearance of Impropriety in All Activities;

B. Outside Influence.

A judge should not testify voluntarily as a character witness.

A judge should accord to every person who has a legal interest in a proceeding, and that person's lawyer, the full right to be heard according to law.

Canon 3

4) A judge may: (a) initiate, permit, or consider ex parte communications as

authorized by law

commentary;

Canon 3A(4). ... A judge may consult with other judges or with court personnel whose function is to aid the judge in carrying out adjudicative responsibilities.

.....

A judge may encourage and seek to facilitate settlement but should not act in a

manner that coerces any party into surrendering the right to have the controversy

resolved by the courts.

6) A judge should take appropriate action upon receipt of reliable information indicating the likelihood that a lawyer violated applicable rules of professional conduct.

Canon 4A(4). This Canon generally prohibits a judge from mediating a state court matter, except in unusual circumstances (e.g., when a judge is mediating a federal matter that cannot be resolved effectively without addressing the related state court matter).



Summary As To All Related Proceedings / Agency Proceedings

DATE	ACTION	PARTIES	OUTCOME
Mar-99	Filed Suit re: Breach of 1% ownership contract & Marvin Action for Company starting in my home & being Original Acct-Referenced other Board of Directors promised 1% who did not receive their %- and later did after I settled	Daria/Tuttle/Company	3 Attempts to Settle 1st on Record by way of 664.6 at Feb 2000-with no follow up papers Final actual settle at 7.24.00 with TWO contracts Signed before Judge Tom Anderle; 1) Executory U.C.C. Sec. 8113 Purchase Contract for Securities of Web Assoc Inc. by way of Daria Accounting Services; .67 of 1% of Web Assoc. Inc. NEVER received full percentage to date (these contracts-Purch Contracts have no Statute of limitations) Contract was a "Future Interests" contract In that the consideration was NOT delivered until 3 months after Court signing & was short of due % 2) Joinder to Web Assoc Inc. Shareholder contra with Rights of First refusal

CV21 2712 TSH

Related COURT/Agency Proceedings

DATE	ACTION	PARTIES	OUTCOME
Jul-00	Signed Purch Contract for Shares Signed Joinder to Rancho San Roque, Inc (Formerly Pacificor Inc-Yahoo money)	Daria Web Assoc Inc Rancho San Roque Inc	
Aug-00	Purch contr referenced 64K shares equaling .67 of 1% Daria Balked-Refused to sign dismissal-Web Assoc Inc Board Pres & Klein kingpin Noling said 64K shares did equal .67 of 1% of INC when it did not		Web Assoc INC filed Purch Contract & Joinder & Shareholder contract to ENFORCE against Daria (who was refusing to sign dismissal) acknowledging they were in fact in these contracts with Daria
Sep-00	Web Assoc INC files interpleader 4 dismissal and intervenes into SB230268		
Sep-00	Daria signs without prejudice dismissal & receives shares at 9.21.00		
Aug-00	Filed	→ SB1036018	
Dec-00	SB 230268 has another case, the interpleader consolidated INTO it, which is finally dismissed, without prejudice at 12.28.00 or LESS than SIX YEARS before the phony merger contract was forced on daria		

#De 3122018  
Filed 7.24.21  
Holding 90  
Contract

Related Proceedings 20F11

DATE	ACTION	PARTIES	OUTCOME
12.18.06	Daria receives merger contract for reverse triangular merger		
	Daria talks to another board of director % holder, that had same % as she		
	in 1999 and he informs her he received 100K shares when she received 64K shares		
	and had balked in 2000 refusing to sign the dismissal		
	Daria demands inspection rights re: suspected error in equity	CEO Adamski /Co Counsel Edwards	
	Daria refuses to vote for merger	Say Daria has no rights to inspect	
	NOLING/ADAMSKI SEND COURIER WITH 5-6 REPLACEMENT SHARE CERTIFICATE CONTRACTS		
	TO DARIAS WORKPLACE REQUIRING THE ITEMS TO BE NOTARIZED; DARIA TO "PICK UP" 5-6 SEPARATE NEW		
	certificates		
	CEO tells her mark and dave ran company into the ground		
1.09.07	Co Counsel phones and says Co will give 33K shares to equal 100K shares		
	if Daria will "sign some papers" on 1/10-Daria receives no papers before hand/no attorney		
	BUT goes to pick up the earlier executed contract 5-6 "replacement share certif contracts" saying she'd		
	only "consider" signing something for more shares:Latham's Edwards calls and says she has to sign to		
	"something" "pick up" any certificates irregardless		
1.10.07	Daria w/witness Dunham goes to law offices of merger attorney la fitte, who is not there		
	sees papers for first time and yells at young attorney in front of witness "this is total duress"		
	attorney leaves-Daria writes all over 2-3 different pages "Total Duress" "No attorney" and signs		
	because Adamski CEO and Co Counsel Edwards told her in writing, that she would have no stockholder		
	rights in 24 hours--Daria in front of witness hands all the papers to 4-5 attorneys/clerks standing together		
	receives no copy (they emailed a blank set at 9 pm to work email the evening before--never saw)		
2009	Daria reads business press of CEO Adamski bragging year over year 40% increases in revenues and backs		
	into it realizing he lied that1) he was leaving in 12 months due to "merger" and 2) he made a near 300%		
	revenue lie to her re: company operations in final year		

1 contract

6 contracts

EX "G"

Forgery

Related Proceedings  
30F11

DATE	ACTION	PARTIES	OUTCOME
Dec-09	Daria informs that she will be filing a "dissenter valuation rights action" i.e. when a legal merger is undertaken and you don't think you were paid a fair value-law allows a valuation undertaking by the Court-Fraud cause of action was included strictly re: the company revenues being hidden as to hide true value of shares, i.e D. Daria never alleged an "illegal merger", but instead undervalued shares with CEO lying re: revenues final year so as to keep freezeout value low		
12.9.09	CEO Adamski/Co Counsel Edwards Email Daria FORGERY of what she signed on 1.10.07-whiting out "No Attorney" "Total Duress" and ADDING pages to a tally certificate sheet alleging it a "vote" for the merger		
1.11.10	(10th Sunday) Daria files 2000 Judgment Affirmation & Dissenter rights action with breach of fid duty/fraud -case as to CEO and Web Assoc Inc ONLY -Klein never served /Never alleged "breach of contract"/Rancho San Roque Inc/Pacificor Inc/Pacificor LLC never served/named Defendants Alleged and understood 2000 "settlement" to have been the first of three attempts, when in fact the third settlement attempt was the contract, that I did not have & did not discover until 2012-CEO & CO concealed the 7.24.00 U.C.C. contract from me and Judge Browns 2010 demand for it	ST/600K Judgment EX G Fabricated EVID.	
4.2.10	Daria amends complaint, as unverified and files as an exhibit, "EX G" the 12.9.09 email attachment sent by Ceo Adamski and Co Counsel Edwards and has FOUR pages of fraud allegations Specifically re: "EX G"		
9.22.10	Judicial Notice requested of "Ex G" and FAC of 4.2.10 Judge Brown Rules "NO TRUTH FOUND" of items operative unverified complaint no "EX G"-Daria deliberately did not file any item with signature or waiver		
2.9.11	Daria wins right to trial against dE#3122079 and Adamski-Court notes no "EX G" in operative, but says only 1 instead of 2 pgs missing compared to singular 4.2.10 filing		
5.25.11	Defendant Counsel Hurly, hired by insurance co. Freedom, grabs "Ex G" and attests it a "Bona fide" contract & perjures, lifting language from the 4.2.10 FAC stating that DARIA pleaded she had entered a "comprehensive release" when Daria did no such thing		
Jun-11	Judge Brown DENIES Hurly motion in TOTAL		

Related Proceedings  
4/2/11



DATE	ACTION	PARTIES	OUTCOME
Aug-11	Motion to compel 2000 Shareholder list & contract production		
Sep-11	Judge Brown orders Defendants to ANSWER Motion to Compel - grants them additional 30 days to answer		
11-Oct	Brown retires		
Oct-11	Geck-Appointed by Def Business Partner-Overturms Browns order to Answer the Motion to Compel & DENIES Motion		
Feb-12	Defendants FAX to SB Superior & make a WAIVER of R.O.C. 2.305 (Produce original INK at ANYTIME outside of proponent) a PERJURED Declaration stating that Daria's "EX G" is a TRUE 2007 CONTRACT COPY-when in fact DARIA materially altered the item by ADDING THE SUPPOSED NAME of the SIGNOR OF THE ITME		
Feb-12	CEO Adamski and CO Counsel EDWARDS BOTH refuse to ATTEST to the Ex G as a contract; 1) Daria signed 2) They signed or authored 3) attach to any of their 7 declarations before the court---INSTEAD attornies with non percipient knowledge and failure of making business records exclusions ATTEST "EX G" a bonafide contract to block a trial and award near half million in attorney fees		
Mar-12	Daria finds 7.24.00 contract as filed by defendants at 8.29.00 in an interpleader SB1036018		
Jun-12	Summary Judgement awarded-Daria objected to utilization of EX G and Geck AWARDED Summary despite the objection-GECK overruled the Objection by way of DARIA's forced utilization of the Defendant supplied word template used for objections that was specifically without numbering-Geck overruled Darias objection to the Declaration of EX G being a Bonafide contract STRICTLY because the "objection was un numbered"		
Nov-12	Geck, utilizing another insurance attorney utilization of the EX G (Judge Brown found "No Truth of the item" at Se first glance, showing of a contract and awards 300K in attorney fees		
13-Jun	SB 1417751 W/discovery documents delivered at 2012, Daria files FIRST breach of contract-then dismisses w/o prejudice upon appeal loss-no ANSWER or discovery		no response

Related Proceedings  
JOF/11

DATE	ACTION	PARTIES	OUTCOME
May-14	Daria builds appeal appendix and discovers her pleadings did not include reference in the fraud allegations to the interlineations "No Attorney" and "Total Duress" and remembers the detail -Defendnats refuse to show original and say they have "no copy"		
Jul-14	Defendants perjure Appeal Court that company wasn't part of 2000 law suit when it was and company filed the concealed U.C.C. contract themselves with SB Superior at 8.29.00 to enforce against Daria		
Jul-14	Daria goes back to Sergeant Mc Grew with SBPD RE: concealment of 2007 item and 2000 contract		
Jul-14	Founders give Daria original share list of company at MAY of 2000 with no Daria listed-proving Daria was in fact fact shorted Shares		
Aug-14	Founders give Daria declaration stating Daria was shorted shares by "mistake" in 2000 and that Klein had already taken over the offices and share registry, i.e that it wasn't their fault		
Aug 2014	Attorney Laborde Declares to Court that insurance counsel hurly called him and said she had two contracts for Daria but that she concealed the first one from the Court		
Jan-15	Defendants PERJURE Second district appeal court upon direct questioning, i.e. a legal concession as binding, that they have "taken discovery on the 2007 item" ie. they don't have it! (NO EX G exists!)		
Feb-15	Robert Klein dIRECTLY emails Daria and cc ing Wayne Flick stating that he had the original 2007 item and would "show the court if necessary"-Flick accosts Daria saying she can't use email!		
Jun-15	Defendnats refuse to show SBPD (Police Report exists documenting this) the 2007 documents and refuse to talk to police- Under law, an admission in a civil proceeding now exists that there is no "EX G" bonafide contract to block a trial!		

Related Proceedings

60F11

vertex

Related Proceedings 7 OF 11



## JUDICIAL COUNCIL OF CALIFORNIA

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TANI G. CANTIL-SAKAUYE  
Chief Justice of California  
Chair of the Judicial Council

MARTIN HOSHINO  
Administrative Director

MILLICENT TIDWELL  
Chief Deputy Director

DEBORAH C. BROWN  
Chief Counsel, Legal Services

December 16, 2020

Ms. Haley Daria  
PO Box 1455  
Arroyo Grande, California 93421

Re: Claimant: Haley Daria  
Date of Incident: October 4, 5, and 27 – 30, 2020  
Date Claim Presented: November 6, 2020

Dear Ms. Daria:

Notice is hereby given that the claim you presented to the Judicial Council of California on November 6, 2020, has been rejected.

We are required by statute to include the following warning.

### WARNING

Subject to certain exceptions, you have only six (6) months from the date this notice was personally delivered or deposited in the mail to file a court action on this claim. See Government Code section 945.6.

You may seek the advice of an attorney of your choice in connection with this matter. If you desire to consult an attorney, you should do so immediately.

Sincerely,

Legal Services

Related Proceedings 8 OF 11