

18-9115

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In the Supreme Court of the United States

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DR. LAKSHMI ARUNACHALAM,

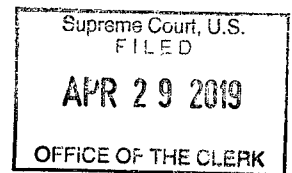
Petitioner,

v.

PAZUNIAK LAW OFFICE LLC, *ET AL*,

Respondents,

On Petition for Writ of Certiorari to  
the Supreme Court of Delaware



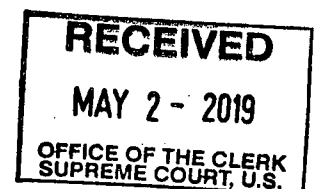
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PETITION FOR WRIT OF CERTIORARI

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April 28, 2019



## QUESTIONS PRESENTED

1. Whether the Supreme Court of Delaware was aware that Petitioner paid for the transfer of transcripts and the Court's non-action and dismissal constitutes exaction, in violation of the Fifth and Fourteenth Amendments to the Constitution.
2. Whether the lower Court rulings are bills of attainder or *ex post facto* law or law impairing the obligation of contracts in violation of the Contract Clause of the Constitution and must be overruled.
3. Whether the Supreme Court of Delaware summarily failing to accommodate 71-year old, disabled, female inventor/citizen's urgent need to undergo medical treatment for a head injury and eye surgery with no concern for the health and safety of a citizen encroaches on a citizen's fundamental rights in violation of Public Interest/Welfare Clause, Art. I, §8 of the U.S. Constitution and Substantive Due Process of the Due Process Clause of the Fifth and Fourteenth Amendments of the U.S. Constitution.
4. Whether the discrimination against 71-year old, disabled, female inventor/citizen of color by the Supreme Court of Delaware and the lower Superior Court by denying her fundamental rights to medical care for a head injury/concussion and sanctioning her \$80K for her inability to attend a hearing, after she had informed the Court prior to the hearing that she could not attend due to a concussion, verified by her neurosurgeon and CEO of Stanford Hospital, is gross enough and equivalent to confiscation of her property and subject under the Fifth Amendment of the U.S. Constitution to challenge and annulment.
5. Whether the Supreme Court of Delaware and the lower Superior Court violated 42U.S.C. § 1983 Civil Rights Act in discriminating against 71-year old, disabled, female inventor/citizen of color by denying her fundamental rights to medical care for a head injury/concussion and sanctioning her \$80K after she had informed the Court prior to a hearing that she could not attend due to a concussion, verified by her neurosurgeon and CEO of Stanford Hospital.
6. Whether the lower Courts are permitted to aid and abet the theft and unlawful holding of a CLIENT's monies in a CLIENT IOLTA account for 6 years by an attorney engaged in vexatious no-claim lawfare for 5 years against a defenseless citizen, a 71-year old, disabled, female inventor, rendered defenseless by serial lawfare from the courts themselves.
7. Whether the Supreme Court of Delaware and the lower Superior Court violated the First Amendment to the U.S. Constitution in holding a hearing without 71-year old, disabled, female inventor/citizen, even though she had informed the

Court prior to the hearing that she could not attend due to a concussion and was undergoing medical treatment for a head injury, verified by her neurosurgeon and CEO of Stanford Hospital, denying her the right to petition the Government for a redress of grievances.

8. Whether the Supreme Court of Delaware had a duty to refer to the Police and FBI to investigate the Plaintiff's overt offenses and lower Court Judge for aiding and abetting Plaintiff's overt offenses, when there was no jurisdiction on a no-claim case by Plaintiff, who never entered into a 'Proposed Distribution' contract with the owner of a Corporation he sued, which was no contract at all, and perpetrated the fraud for 4 years by keeping the owner, a 71-year old, disabled, female inventor/citizen gagged, and not referring to law enforcement makes the Supreme Court of Delaware complicit in the crime.
9. Whether the lower Courts not reporting the oppressive conduct as dominion and control in conversion by an attorney of a citizen's financial properties in a manner inconsistent with the property holder's rights makes both the attorney and the Courts liable to the property holder for the conversion of the property holder's property, based on the legal and fiduciary duties that the attorney and Courts owe to the property holder.
10. Whether the lower Courts' acts of adjudicating against a Corporation before a Plaintiff even filed the amended complaint and subrogating a citizen's rights to her financial properties, that interfered with and impaired the citizen's property rights constitute dominion and control over a citizen's property in denial of or inconsistent with the citizen's rights.
11. Whether the lower court holding a hearing and sanctioning 71-year old, disabled, female inventor/citizen \$80K for her inability to attend the hearing, after she had informed the Court prior to the hearing that she could not attend due to a concussion and was undergoing medical treatment for a head injury, verified by her neurosurgeon and CEO of Stanford Hospital, failed to furnish to individual liberty ample protection against the exercise of arbitrary power in violation of Art. I, §§9 & 10 of the U.S. Constitution.
12. Whether the Supreme Court of Delaware and the Superior Court with no jurisdiction entertaining a no-claim case by an attorney, claiming he was owed the cost of transferring files, while concealing from the Court for 4 years that the amount was \$22 for Staples boxes unused by transferring files in the original boxes, unable to provide proof of any cause of action, baited and switched multiple times in 4 years yet with no verifiable cause of action, not referring the attorney to law enforcement for overt offenses of false accounting filed sealed after 3 years into the case concealing from the Court that the attorney had fully paid himself over 5 years ago \$1.4M in fees and over \$300K in expenses from funds he collected

from infringers of 71-year old, disabled, female inventor's patents and deposited in his CLIENT IOLTA account controlled exclusively by the attorney and failed to distribute inventor/CLIENT's portion of the funds withheld illegally for 6 years by the attorney not returned to date, constitutes aiding and abetting a crime.

### **PARTIES TO THE PROCEEDINGS BELOW**

Petitioner, Dr. Lakshmi Arunachalam, was the Appellant in the court below. Dr. Lakshmi Arunachalam is the sole Petitioner in this Court. Respondents Pazuniak Law Office LLC, George Pazuniak, O'Kelly Ernst & Joyce, LLC were the Appellees/Respondents in the court below.

### **RULE 29.6 STATEMENT**

Pursuant to this Court's Rule 29.6, Dr. Lakshmi Arunachalam is an individual and has no parent company and no publicly held company owns 10% or more of its stock.

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## PETITION FOR WRIT OF CERTIORARI

Petitioner Dr. Lakshmi Arunachalam (“Dr. Arunachalam”) respectfully submits this petition for a writ of certiorari to review the judgment of the Delaware Supreme Court.

### OPINIONS BELOW

The Order of the Delaware Supreme Court entering judgment in Petitioner’s Appeal Case No. 225, 2018, which is an Appeal from Case No. C.A. N14C-12-259-EMD in the Delaware Superior Court is reproduced at App. 1a. The Order of the Delaware Superior Court is reproduced at App. 2a. The above Orders are not published.

### JURISDICTION

The Delaware Supreme Court entered judgment in Petitioner’s Appeal on 11/29/ 2018 (App.1a). Justice Alito extended the time in which to file a petition for writ of certiorari to and including 4/28/2019 (being a Sunday, so Monday 4/29/2019) in 18A830. This Court’s jurisdiction is invoked under 28 U.S.C. §1254(1).

### CONSTITUTIONAL AND STATUTORY PROVISIONS, JUDICIAL CANONS AND JUDICIAL RULES OF PROCEDURE INVOLVED

#### U.S. Const.:

**Contract Clause**, Art. I, §10, clause 1; “No bill of attainder or *ex post facto* law shall be passed or law impairing the obligation of contracts.”

**Art. I, §§9 & 10:** “furnish to individual liberty, ample protection against the exercise of arbitrary power.”

**Public Interest/Welfare Clause**, Art. I, §8; “The concern of the government for the health, peace, morality, and safety of its citizens. ...general welfare as a primary reason for the creation of the Constitution.”

**Equal Protection of the Laws Clause**, Amend. XIV, §1; “No state shall make or enforce any law which shall abridge the privileges or immunities of citizens of the United States; nor shall any state deprive any person of life, liberty, or property, without due process of law; nor deny to any person within its jurisdiction the equal protection of the laws.”

**Due Process Clause**, Amends. V & XIV; “...Procedural due process is the guarantee of a fair legal process when the government tries to interfere with a person's protected interests in life, liberty, or property.” “...the Supreme Court has held that procedural due process requires that, at a minimum, the government

provide the person notice, an opportunity to be heard at an oral hearing, and a decision by a neutral decision maker. ...*Caperton v. A.T. Massey Coal Co.*, 556 U.S. 868 (2009). Substantive due process is the guarantee that the fundamental rights of citizens will not be encroached on by government...”

**Amend. I**; “Right to Petition the Government for a Redress of Grievances.”

42U.S.C. § 1983 Civil Rights Act;  
JUDICIAL CANONS 2, 2A, 3, 3(A)(4);  
FRCP Rule 60(b) (1-4 & 6);

## BACKGROUND

**A. Dr. Arunachalam is the inventor of the Internet of Things (IoT) — Web Applications displayed on a Web browser — her dozen patents have a priority date of 1995.**

Corporate infringers and the Government have benefited by trillions of dollars from Petitioner’s patents — exemplified in Apple’s iPhone App Store with 2M+ Web apps (pre-packaged in China before imported into the United States), Google Play, Web banking Web apps, Facebook’s social networking Web app.

## STATEMENT OF THE CASE

**I. NATURE OF THE PROCEEDINGS:** Petitioner hereby files this **Traverse Special** against the entire (*false*) processes, proceedings and Orders of the Delaware Supreme Court in Petitioner’s Appeal Case No. 225, 2018, and of the underlying Delaware Superior Court Case No. C.A. N14C-12-259-EMD, transferred from the Delaware Court of Common Pleas Case No. CPU4-14-002727.

Respondent George Pazuniak (“PAZUNIAK”) filed a **no-claim** case, in which PAZUNIAK committed overt offenses, aided and abetted by Judge Davis, causing this to become a **criminal case**. Four years later, PAZUNIAK filed in court **sealed false accounting** of CLIENT funds unlawfully withheld by him for 6 years in CLIENT IOLTA account exclusively controlled by PAZUNIAK, that he failed to distribute to CLIENT/Petitioner to date, and failed to report to the court that he had already paid himself his full fees of \$1.4M and over \$300K in expenses over 6 years ago before filing suit. PAZUNIAK’s case claimed he was owed the cost of transferring files, while concealing from the Court for 4 years that the amount was \$22.99 for Staples boxes unused by transferring files in the original Kasowitz boxes, and **when caught, he baited and switched the cause of action multiple times in 4 years yet with no verifiable cause of action**, unable to provide proof of any cause of action.

A. Delaware Supreme Court Knew of Judge Davis' and PAZUNIAK's Overt Offenses and Failed to Report Them to Law Enforcement, Dismissed Petitioner's Appeal For No Valid Rhyme Or Reason On 11/29/2018 and Denied on 12/18/2018 Petitioner's Emergency Motion For Extension Of Time Until 1/20/2019 To File Motion For Rehearing En Banc Due To Surgery:

1. Delaware Supreme Court Knew Petitioner Paid for the Transfer of Transcripts. Its Non-Action and Dismissal of The Appeal makes it Complicit with PAZUNIAK and Judge Davis.

The Supreme Court of Delaware dismissed the Appeal for a false manufactured reason, as a ruse not to adjudicate on or refer to law enforcement overt offenses committed by an attorney and a judge in the State.

2. Delaware Supreme Court Summarily Failed To Accommodate 71-Year Old, Disabled, Female Inventor/Petitioner's Urgent Need To Undergo Medical Treatment For A Head Injury And Eye Surgery:

With no concern for the health and safety of a citizen, it encroached on Petitioner's fundamental rights in violation of Public Interest/Welfare Clause, Art. I, §8 of the U.S. Constitution and Substantive Due Process of the Due Process Clause of the Fifth and Fourteenth Amendments.

## STATEMENT OF FACTS

B. Judge Davis' Conspiracy with PAZUNIAK to Deprive Petitioner of Her Rights:

PRINCIPAL-CLIENT-BENEFICIARY, Dr. Arunachalam ("CLIENT") with subrogation rights of Corporate Agent, Pi-Net International, Inc. ("Pi-Net") was willfully excluded from Day 1 in Civil Action N14C-12-259-EMD in the Delaware Superior Court in the false non-claim action brought by PAZUNIAK in retaliation (because Petitioner complained to the Delaware Office of Disciplinary Counsel ("ODC") about PAZUNIAK's non-return of monies held by him in the CLIENT IOLTA account and CLIENT files, after Petitioner fired PAZUNIAK *et al* for cause, (as PAZUNIAK admitted in his email to Petitioner after PAZUNIAK filed suit against Pi-Net), in PAZUNIAK's unsworn Complaint dated 9/19/2014 in the Court of Common Pleas in CPU4-14-002727, falsely alleging: "Pi-Net has breached the Agreement by refusing to authorize Counsel to release the Disputed Escrow Balance in accordance with Counsel's Proposed Distribution, and has improperly rejected Counsel's right to the costs of transferring files to Pi-Net," not mentioning PAZUNIAK's Retainer

Agreement<sup>1</sup> contract expressly with Dr. Arunachalam. PAZUNIAK transferred the case to the Superior Court in 12/2014, after adding Petitioner to the First Amended Complaint, without leave to amend and by falsely alleging libel against Petitioner and Pi-Net based on Petitioner's privileged filings in other Courts, (while concealing from the Court that Petitioner had sued him for malpractice in Federal District Court in California.)

- 1) **PAZUNIAK Failed to Tell the Courts for 4+ Years His Claim Was For \$22 For Unused Staples Boxes to Transfer CLIENT Files (Returned In The Original Kasowitz Boxes), and He Had Already Distributed 100% of His Contingency Fees and Expenses to Himself over 6 Years ago, Prior to Filing this non-claim lawsuit against Pi-Net:**

PAZUNIAK failed to tell the court that he informed CLIENT of this expense only after he filed suit. PAZUNIAK failed to disclose to the court for 4+ years that PAZUNIAK collected and held funds from Petitioner's patent cases under his exclusive control from day 1 to distribute the funds per the Retainer Agreement's distribution terms, to pay himself the post-termination cost of transfer of files.

PAZUNIAK remained silent (as fraud) for 4+ years that he failed to distribute CLIENT's portion of the funds, and that the entire escrow balance belonged to CLIENT. The false Sealed Accounting PAZUNIAK filed in Court on 12/5/17 does not record what amounts PAZUNIAK paid himself in expenses and fees, defrauded the court to believe as if he has not paid himself his fees or expenses, whereas in reality, PAZUNIAK paid himself at least \$1,359,879.40 in Expenses and Fees between 1/25/12 and 8/12/14, the date Petitioner fired PAZUNIAK for cause, and at least \$196,691.39 in expenses and \$74,604.01 in fees between 6/12/14 and 8/12/14, which is 100% of their fees and overpaid himself in expenses, paid in full up to the date of termination, leaving an IOLTA account balance of \$39230.67 on 8/12/14, as alleged in PAZUNIAK's email of 11/10/14, sent to Petitioner after PAZUNIAK filed suit against Pi-Net on 9/19/2014 in the Court of Common Pleas.

- 2) **Non-Existent 'Proposed Distribution' Contract Scam, PAZUNIAK Failed To Provide The Retainer Agreement To The Courts:**

The Courts ignored there was nothing for PAZUNIAK to propose as a Proposed Distribution, (any reasonable person would agree a Proposed Distribution is not a contract) and that PAZUNIAK breached the contract.

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<sup>1</sup>As distinguished from the adjudicated PAZUNIAK's '**Proposed Distribution (non) Contract**' offer rejected by Pi-Net, identified as the QUASI-CLIENT and Defendant, in the action in the Court of Common Pleas in Case CPU4-14-002727.

- 3) A Trial Was Held On 2/20/17. PAZUNIAK Could Not Prove Libel, Dropped The Libel And Loss Of Business Opportunity Claims Against Pi-Net And Petitioner, Thereafter Petitioner Was Not A Party To The Case.

PAZUNIAK stated at that hearing at the Delaware Superior Court the CLIENT IOLTA Account balance was greater than \$50K, whereas in the Court of Common Pleas, PAZUNIAK stated the CLIENT IOLTA Account balance was less than \$50K.

- 4) On 2/2017, Judge Davis Ordered PAZUNIAK To File Second Amended Complaint By 3/10/17, but Granted Premature Default Judgment Against Pi-Net on 2/23/2017 on The Second Amended Complaint Not Yet Filed By PAZUNIAK Until 3/8/2017, Without Giving Pi-Net A Chance To Bring Counsel After The Second Amended Complaint Was Filed:

Judge Davis abrogated Dr. Arunachalam's rights to the funds away to Pi-Net and failed to follow the terms of the Retaining Agreement that states the funds should be paid to Dr. Arunachalam, *the* Client. Dr. Arunachalam was *not* a named Defendant in PAZUNIAK's Initial Complaint or on 2/23/17, the date of Default Judgment.

- 5) On 3/8/2017, PAZUNIAK Filed Second Amended Complaint, Already Adjudicated On 2/23/17, Repeating The Same False Claim Against Pi-Net And Petitioner:

Already adjudicated on 2/23/17, there was nothing more for the court to rule.

- 6) On 12/5/17, PAZUNIAK Committed An Overt Offense By Filing False Accounting Sealed In The Court, Without Showing What Amounts PAZUNIAK Paid Himself In Contingency Fees And Expenses On What Dates.

Petitioner brought PAZUNIAK's CRIME to the attention of Judge Davis to refer it to law enforcement. Instead, the Superior Court aided and abetted PAZUNIAK's crime.

- 7) When Petitioner Exposed PAZUNIAK's Scam To The Court, PAZUNIAK Brought A New Claim In 2/2018 That He Had Not Argued In 4+ Years That He Was Owed On The *TDBank Case* Which Settled After Petitioner Fired Him For Cause And He Was Owed Nothing According To His Own Contract That Davis Failed To Rule On.

Petitioner submitted her Pre-Trial Stipulation Statement. PAZUNIAK tore it apart in his obstruction of justice. Judge Davis ignored PAZUNIAK intimidating and harassing Petitioner when she was suffering from a concussion. Petitioner asserted

her sovereignty, ordered the court to report the crime committed by PAZUNIAK to law enforcement and to cancel the 2/2/18 pre-trial hearing.

**8) Judge Davis Held Hearing On 2/2/18, Even After Petitioner Notified The Court Prior To The Hearing That She Had A Head Injury, Unable To Attend The Pre-Trial Hearing On 2/2/18, Verified By Stanford Hospital.**

PAZUNIAK and Judge Davis rushed to attend a hearing, when Petitioner had expressly informed the court of her illness and statements from her doctor(s) at Stanford Hospital and her Bishop of LDS church, who is the CEO of Stanford Health Care. Judge Davis failed to postpone the Pre-Trial Hearing on 2/2/2018 after Dr. Arunachalam had notified the Court prior to the Hearing, of her head injury, instead sanctioned her \$80K+ for an overt offense of false accounting filed sealed by PAZUNIAK.

**9) Judge Davis Held A Hearing on 2/2/18<sup>2</sup> with PAZUNIAK, O'Kelly And Ryan Ernst; Awarded PAZUNIAK \$56K In Attorneys' Fees (PAZUNIAK Falsely Claimed For spending less than an hour on Petitioner's Pre-Trial Statement) and a Total of \$80K + Interest On 3/29/18, Because Petitioner Invoked Her Sovereignty, as per Judge Davis' Order, Punished Petitioner For PAZUNIAK's Crime, when Judge Davis Knew PAZUNIAK Owes Petitioner \$4.5M And PAZUNIAK's Own False Accounting of 12/5/2017 Shows PAZUNIAK Owes Petitioner Money And PAZUNIAK Is In Breach Of Contract.**

Judge Davis ruled PAZUNIAK did not breach the contract. Facts and records of the case *prima facie* evidence PAZUNIAK breached the contract in not paying himself the \$22, paying damage consultant \$98K for 2 weeks without authorization from Petitioner for expenses over \$500 required by Retainer Agreement, and not returning CLIENT's monies to Petitioner for 6 years to date.

**10) Suppression of Evidence Favorable To The Falsely Accused, Itself Sufficient To Amount To A Denial Of Due Process By Judge Davis**

On 4/5/18, the Court denied Petitioner's Rule 59(e) Motion to Re-argue, mis-stating: "...the Court did not have a trial... due to the conduct of Dr. Arunachalam." This is false and a "suppression of evidence favorable" to the accused, itself sufficient to amount to a denial of due process, suppressing Judge Davis' own misconduct in aiding and abetting PAZUNIAK's misconduct. Petitioner was punished because she brought to the attention of Judge Davis the crime committed by PAZUNIAK and Judge Davis aiding and abetting PAZUNIAK's crime. Petitioner demanded that the Court must

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<sup>2</sup> Now Judge Davis states on 4/5/18 that there was no hearing.



have retrial of the questions of punishment and of falsely alleged guilt. *Brady v. Maryland*, 373 U.S. 83 (1963). The U.S. Supreme Court established that the prosecution must turn over all evidence that might exonerate the defendant to the defense. Had Judge Davis required PAZUNIAK to file a **sworn complaint** and not denied Petitioner due process, Judge Davis could have caught on to the fraud on the Court by PAZUNIAK's false no-claim case against Pi-Net.

11) **No Verifiable Cause of Action in PAZUNIAK's Three Complaints in Court of Common Pleas/Superior Court. The Case is Beyond Travesty of justice<sup>3</sup> that is Ongoing for 5 years:**

Judge Davis failed to rule on the actual contract, and prematurely ruled in favor of PAZUNIAK on a **non-existent contract, without a verifiable claim** and **no proof of any cause of action** in 5 years and **no statement of damages claimed** and **no amount demanded** in any of PAZUNIAK's three complaints or his Motion for Default Judgment, **nor proof of service for the statement of damages**, which must accompany any request for entry of default, which was then elevated into a conspiracy between PAZUNIAK and Judge Davis against Pi-Net and Dr. Arunachalam to sanction her when PAZUNIAK deprived her of her rights to her funds unlawfully held by PAZUNIAK for 6 years in Client IOLTA account, **not returned to date**.

12) **A Defaulting Defendant May Not Be Subjected To Liability In A Greater Amount Or On Different Claims Than Those That Were Pled In The Complaint To Which The Defendant Has Allegedly Defaulted:**

The Judge granted him more than what PAZUNIAK even asked for, namely, that PAZUNIAK did not breach the contract, instead the Judge ruled maliciously that Pi-Net and Dr. Arunachalam breached the contract, which was not what PAZUNIAK asked for. **PAZUNIAK never claimed any specific amount in damages in any of his Complaints. He was holding the money at all times and still holds the money, not returned to date.**

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<sup>3</sup> Judge Davis ruled in 4/2018 on a non-contract "Proposed Distribution" as a breach of contract by Petitioner, **not even a named party to the case**, after Judge Davis had already adjudicated the case on 2/23/17 and had abrogated Petitioner's rights to her funds to a non-existent entity, Pi-Net, without even reading the Retaining Agreement between PAZUNIAK and Petitioner and **failed to take Judicial Notice that PAZUNIAK had breached PAZUNIAK's own Retaining Agreement between PAZUNIAK and Petitioner and sanctioned Petitioner \$80K+ in cruel and unusual punishment and engaged in elder financial abuse**, and failed to rule on the release of the IOLTA account funds to Petitioner, still unlawfully held by PAZUNIAK to date for over 6 years.

## PROCEEDINGS OF THE DELAWARE SUPERIOR COURT AND DELAWARE SUPREME COURT

Delaware Supreme Court's and Superior Court's Order(s) are void.

"A decision produced by fraud upon the court is not in essence a decision at all, and never becomes final." *Kenner v. C.I.R.*, 387 F.2d 689 (7th Cir.1968).

### **C. PAZUNIAK's Failure To Present The Delaware State Courts A Case In A Bait And Switch Tactic of No-Claim Has Deprived The State Courts of Jurisdiction.**

1. PAZUNIAK") was fired for cause<sup>4</sup> by Dr. Arunachalam on 8/12/2014. He was fired by his former employer Ratner Prestia for the same reason.
2. He refused to return the funds in the Client IOLTA account and the digital files, which have not been returned to date in 6 years.
3. He returned partial files in original boxes without them being labeled or indexed; Dr. Arunachalam (Pi-Net) paid for the pick-up/transfer of the boxes of partial files.
4. Dr. Arunachalam reported his misconduct to Delaware Office of Disciplinary Counsel.
5. In retaliation, PAZUNIAK filed an Initial Complaint against Pi-Net in the Court of Common Pleas in Delaware, Case No. CPU4-14-002727, claiming that he was owed the cost of transferring files; **let it be known that PAZUNIAK did not state that the amount was \$22.99 until 4 years later.** When Dr. Arunachalam brought to the attention of the Court that he did not use the Staples boxes but transferred her files in the original Kasowitz boxes, he dropped his \$22 claim.
6. Dr. Arunachalam then sued PAZUNIAK for malpractice in California federal court.
7. In retaliation, PAZUNIAK then added a new cause of action — libel — based on Dr. Arunachalam/Pi-Net's privileged filings in court and added Dr. Arunachalam to his complaint in the Court of Common Pleas Case No. CPU4-14-002727 (First Amended Complaint, Exhibit 2) and transferred the case to the Delaware Superior Court, now Case No. N14C-12-259-EMD.

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<sup>4</sup> PAZUNIAK failed to follow client instructions and refused to abide by Patent Prosecution History Estoppel, Federal Circuit's *Aqua Products, Inc. v. Matal*, 15-1177, October 2017 and breached his solemn oath of office in failing to abide by the Law of the Land as delineated by U.S. Supreme Court's ruling in *Fletcher v. Peck*, 10 U.S. 87 (1810), prohibiting the rescinding of Government grants as applied to granted patent contracts and for his incompetence which voids all the rulings, and for his malpractice, failure to return CLIENT's funds and digital files, breach of Retaining Agreement and fraud on the Courts.

8. He was unable to give verifiable proof of libel, so he dropped this cause of action. This then led him to change the cause of action again, commonly known as a bait and switch tactic.<sup>5</sup>

9. On 2/20/2017, Judge Davis granted PAZUNIAK's Motion to Amend and file the Second Amended Complaint by 3/10/2017.

10. On 2/23/2017, Judge Davis granted PAZUNIAK Default Judgment against Pi-Net based on PAZUNIAK's non-existent 'Proposed Distribution' offer, even before PAZUNIAK filed his 2<sup>nd</sup> Amended Complaint on 3/8/17, abrogating Petitioner's rights to the funds to Pi-Net.

11. On 12/5/2017, PAZUNIAK filed a false Accounting, sealed in the Superior Court for partial \$445K, not for the full \$4.5M PAZUNIAK collected from infringers of Dr. Arunachalam's patents and deposited into the IOLTA account controlled exclusively by PAZUNIAK, and failed to inform the court that PAZUNIAK had already paid himself \$1.4M in fees and over \$300K in expenses over 4+ years ago and was owed nothing more and that he had only failed to distribute Dr. Arunachalam's/Pi-Net's portion of the infringement recoveries for over 4+ years from the IOLTA account. Petitioner put Judge Davis on notice of this overt offense committed by PAZUNIAK. Judge Davis failed to report this to law enforcement. Fred Garcia's Affidavit on white collar crime was provided to the lower courts.

12. PAZUNIAK's overt silence corrupting the integrity of the administration of justice based on PAZUNIAK's own emails and sealed false accounting provided to the court on 12/05/2017 and default judgment against Pi-Net on a no-claim case, has triggered the need for a criminal investigation of PAZUNIAK's overt offense.

13. By law, both Pi-Net and Dr. Arunachalam are estopped from preventing PAZUNIAK from paying himself the \$22.99 for boxes and Dr. Arunachalam from breaching PAZUNIAK's RETAINING AGREEMENT or CORPORATE AGENT Pi-Net from breaching PAZUNIAK's non-existent 'PROPOSED DISTRIBUTION' (hence) unaccepted contract offer, because at all times PAZUNIAK was contractually authorized to deduct incurred expenses less than \$500 without pre-approval and fees from entrusted monies collected from infringement of Petitioner's Patents.

14. PAZUNIAK mutilated Dr. Arunachalam's Statement for the Pre-Trial Stipulation in January 2018 and bullied and harassed her, when she was

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<sup>5</sup> This is a no-claim case beyond travesty of justice, unable to provide proof of any cause of action, baited and switched multiple times in 4 years yet with no verifiable cause of action, that Judge Davis and PAZUNIAK co-conspired to perpetrate the fraud for over 4 years and elevated it to a criminal case which should be referred to law enforcement for overt offenses of false accounting filed sealed after 3 years into the case by PAZUNIAK who failed to report PAZUNIAK had fully paid himself over 5+ years ago \$1.4M in fees and over \$300K in expenses from funds he collected from infringers of Dr. Arunachalam's patents and deposited in his IOLTA account controlled exclusively by PAZUNIAK and failed to distribute CLIENT's portion of the funds held illegally for 4+ years by PAZUNIAK not returned to date.

suffering from a concussion following a head injury. When Petitioner reported this to the Court, Judge Davis ignored it.

15. Dr. Arunachalam was not even a party to the case that was already adjudicated by Judge Davis against Pi-Net on 2/23/17. Yet Judge Davis allowed PAZUNIAK to file a Second Amended Complaint on 3/8/18 on the same false claims already adjudicated on 2/23/17.

16. Petitioner wrote to the court and pointed out that the court lacked jurisdiction and had lost sovereignty to We, The People, Dr. Arunachalam and to cancel the 2/2/18 pre-trial hearing. Petitioner wrote to the court prior to the 2/2/18 hearing that she was suffering from a concussion/head injury and was unable to walk and could not attend the 2/2/18 Hearing and for the Judge to cancel the Hearing. Judge Davis held a hearing without Petitioner and ruled in favor of PAZUNIAK and sanctioned her \$80K+ for letting the Court know that Judge Davis lost his sovereignty to Dr. Arunachalam, not ruling for PAZUNIAK to release to Petitioner her funds in the IOLTA account held unlawfully by PAZUNIAK for 6 years, falsely accusing her of breaching a non-existent 'Proposed Distribution' contract and switched and baited this with the Retaining Agreement Contract the Judge did not even read. Judge Davis ignored the letter by CEO of Stanford Hospital as the Bishop of LDS Mormon church that she suffered from a concussion.

## II. ARGUMENTS

### A. Delaware Supreme Court Dismissed The Appeal For A False Manufactured Reason, As A Ruse Not To Refer To Law Enforcement Overt Offenses Committed By An Attorney, Aided And Abetted By A Judge In The State.

#### 1. Delaware Supreme Court Knew That Petitioner Paid For The Transfer of Transcripts.

Question Presented: Did the lower court prepare the record for review on request and transfer transcripts after payment by Petitioner?

### B. The Case Is Beyond Travesty Of Justice. Delaware Supreme Court Knew Judge Davis and PAZUNIAK Committed Criminal Acts and Failed to Report PAZUNIAK and Judge Davis To Law Enforcement.

Delaware Supreme Court aided and abetted PAZUNIAK's crime and falsely claimed failure to provide (Traversed) bogus transcripts of a bogus 2/2/18 hearing, held despite Dr. Arunachalam's concussion, of (gagged) double-standard proceedings, allowing the lower court to entertain a 'Proposed Distribution' as a 'Contract' for 'Breach' by an 'unrepresented Corporation', that the same court stated, is prohibited 'by operation of law' requiring a 'human person (lawyer) to speak on behalf of a Corporation, and to cite the (Traversely 'gagged') record.

#### i. The Final Judgment by the lower courts cannot be considered, because the

Principal Dr. Arunachalam was ***'Hostaged-Gagged'*** by PAZUNIAK's 'First Amended Complaint' by design, and estopped from raising any objectionable appeal on the entire fraudulent hearing itself.

ii. **Question Presented: Which Final Judgment?** Since PAZUNIAK and the Superior Court collusively by 'Omission and Commission' are (now) propounding PAZUNIAK's (Colorful) 'Proposed Distribution' (*Contract*) with 'Unrepresented Corporate (Agent) Pi-Net' (from which the court granted on 2/23/17 PAZUNIAK's 'Declaratory Default Judgment' and 'Reserving Judgment' on the 'Distribution of Entrusted Monies Owed 'Unrepresented Pi-Net'; held, in a 'Trust Account' created by PAZUNIAK (specifically) for 'Unrepresented Pi-Net'). Requiring the Superior Court to 'Abrogate the Principal's 'Client-Beneficiary Status and 'Trust Account' created by Plaintiffs (specifically) for the Principal-Client; induced by Plaintiffs' claim for 'Declaratory Default Judgment' for Pi-Net's non-appearance in the Superior Court (in reliance upon the Court taking ***'Judicial Notice'*** that Pi-Net *de facto* made an appearance in the Court of Common Pleas; **predicated by Plaintiffs**, upon the Principal Dr. Arunachalam's motion in Court of Common Pleas and Superior Court to substitute for 'Unrepresented' Pi-Net.) So the Superior Court could entertain Plaintiffs' **'MANUFACTURED COMPLAINT' AND 'FIRST AMENDED COMPLAINT FOR LIBEL'** against Pi-Net ***'without leave to amend'*** by the Court of Common Pleas upon transfer to the Superior Court (enjoining Principal Dr. Arunachalam as a ***'GAGGED-HOSTAGE'***; estopped by 'Operation of Law' from disclosing PAZUNIAK's scam [In corrupt association with the Superior Court.]. Allowing the 'Manufactured' 'Proposed Distribution' to continue after PAZUNIAK dropped the 'First Amended Complaint for Libel' against the Principal Dr. Arunachalam and the Superior Court granted PAZUNIAK's 'Declaratory Default Judgment' against Pi-Net, with order to file a 'Second Amended Complaint' (as to the Dismissal of the 'Libel Claim'; ***not*** to file the same claim as a new claim against Pi-Net and Principal for 'Breach of Proposed Distribution' Contract, upon which (but baited and switched to 'Breach of Retaining Agreement' by the Superior Court ***for the first time*** in its Final Judgment of April 2018. Judgment and Sanctions were awarded to PAZUNIAK on objections of Sovereignty where the Court and PAZUNIAK 'Breached their Solemn Oaths'; by admitting in the judgment that the final judgment granted in PAZUNIAK's 'Manufactured' 'Proposed Distribution' contract with unrepresented Pi-Net (entertained by the Superior Court's overt abrogations of the Principal's 'Client Status and trust account'); was, *de jure* PAZUNIAK's 'Retaining Agreement Contract'; estopping PAZUNIAK's manufactured claim and exposing PAZUNIAK's 6 Years of Breach of holding Monies owed to Principal; **known all along by the court and PAZUNIAK**.

C. Judge Davis Fraudulently Ruled In Favor of PAZUNIAK On A Non-Existent Contract of A 'Proposed Distribution' Offer As A Breach of Contract By Dr. Arunachalam, Not Even A Named Party To The Case:

and sanctioned her \$80K+ in a financial elder abuse scam in which the Judge co-conspired with PAZUNIAK when she notified the court of her concussion and inability to attend a pre-trial Hearing on 2/2/18 and asked the court to cancel the hearing because she had sovereignty over Judge Davis, who lost his jurisdiction by allowing PAZUNIAK to enjoin her in the case that was already adjudicated in which Judge Davis abrogated her rights to her funds away to a non-existent entity, Pi-Net, which should void the entire proceeding and be reported to the appropriate law enforcement, in which PAZUNIAK engaged in bait and switch and had the Court believing for 6 years that he was not paid the cost of transferring files, a false claim of \$22.99 that came to light only on 12/5/17 three plus years into the case.

#### **D. Scam by PAZUNIAK:**

At all times, PAZUNIAK was contractually authorized to deduct incurred expenses and fees from entrusted monies collected for infringement of CLIENT's Patents, exclusively held by PAZUNIAK (Agent of Enjoined Principal, O'Kelly and Ryan Ernst) for all distributions and accountings in accordance with the 'contract distribution provisions' exclusively formulated by PAZUNIAK himself. PAZUNIAK overtly moved to corrupt the administration of justice by lawyerly design, remaining silent as fraud (subsequently disclosed to CLIENT on 9/18/14, 11/4/14 and 11/10/14), to genuinely induce the lower courts (upon reasonable professional expectation) to unwittingly participate in entertaining PAZUNIAK's manufactured claim in support of 'Initial Complaint' (overtly designed to estop CLIENT from noticing the Court of PAZUNIAK's Fraud imposed upon the Court's judgments.) By admission PAZUNIAK disclosed on 11-10-14 (in his email) that he was compelled to move against CLIENT's Corporation, Pi-Net, because CLIENT reported PAZUNIAK to the ODC on 9/8/2014.

#### **E. Judge Davis Let PAZUNIAK's Scam Go On For 4+ Years.**

##### ***"A Wink and Nod, Mean the Same Thing to a Blind Man."***

Delaware State Court was wittingly involved with PAZUNIAK's escalating rampant-lawlessness; with an arrogantly genuine expectation that no one would care, even where his conduct (through osmoses as appearing here) compromised the judiciary. Where the Superior Court and PAZUNIAK are timely coming out and corruptly replacing terms and status to damage a 71-year aged woman, it is clear the axiom above is their modus operandi comprehension of the law. Allowing an attorney to continue propounding an alleged 'Proposed Distribution' constitutes a 'Contract' — Where the opposing party being damaged thereby is estopped from objecting; with the court remaining silent where no reasonable person would assent to a 'Proposal' being a "Contract" [Where the silence itself appearing as a fraud.] would be a self-imposed association. And it must be addressed that the court's silence itself (by estoppel) wantonly made itself sovereign over that 'Proposed Distribution' chosen, even where the court knew all along that 'Proposed Contract' in fact was the

'Retaining Agreement' over which Dr. Arunachalam is absolutely Sovereign thereof worth battling to protect.

**F. Undisputed Facts Compromising All Judgments, Orders, Sanctions, Access Deprivations, And Demeaning Innuendoes Applied By PAZUNIAK, The Courts, And The Clerks.**

1) PAZUNIAK *was* in 'fiduciary breach of the Retaining Agreement' between PAZUNIAK and Dr. Arunachalam [Exclusively identified by the term "This Means You."]; *withholding* for more than 6 years, the last Infringement collection of entrusted monies (*wired through one of two [Patent-Holding] Agent Corporations collected through*) to Dr. Arunachalam in accordance with the Terms of this Retaining Agreement Deceitfully mal-named 'Proposed Distribution'; *and*

2) **With the court remaining silent (as (Judicial) Fraud) allowing PAZUNIAK to continue (until now) *mal-naming* PAZUNIAK's 'Retaining Agreement' with Client-Beneficiary, Dr. Arunachalam, as opposed to PAZUNIAK's [Non-existent Contract and Corporate Representative.] 'Proposed Distribution' with Pi-Net; *abrogating* the 'Entrusted [Formal] Retaining Contract Account' and 'Colorfully' converting Client-Beneficiary's [Wrongfully withheld trusted monies by PAZUNIAK for 6 years.] to Pi-Net in the 'Manufactured Case Account' [Aiding PAZUNIAK to continue holding the unaccountable monies [A 'Subsequent Breach of the 'Retaining Agreement' Contract.]; while *abetting* PAZUNIAK to continue with his 'Mal-Naming' Contract Scam of entrusted monies.**

3) **Final Judgement is predicated on an (adjudicated) perverted process** [Abuse of the legal process 'Root' from a Poisoned (mal-captioned claim) Complaint, manufactured (admittedly) to gag Petitioner in the first posture without leave to amend.]; colorfully, attaching prematurely on a (unfiled) Second Amended Complaint [Exhibiting bias under any discretionary circumstances or patterned process.].

4) PAZUNIAK admittedly used the Court of Common Pleas legal process against the Principal Dr. Arunachalam's unrepresented corporation, intentionally excluding the Principal Dr. Arunachalam as a Defendant ***in retaliation*** for reporting PAZUNIAK's malpractice relating to his 'Retaining Agreement' contract, to the ODC; by mal-naming this Agreement between PAZUNIAK and Principal/Client and Agent corporations as a 'Proposed Distribution.'

5) *De facto* PAZUNIAK lying to the Superior Court stating (unrepresented) Pi-Net made an appearance in the Court of Common Pleas [knowing that only an attorney can represent a corporation in court.]; because, the Principal Dr. Arunachalam, a non-attorney, filed Motion to Substitute for (unrepresented) Pi-Net. **Pi-Net defaulted in the Court of Common Pleas, and the case should have**

ended right then. The Superior Court let it continue for 4+ years.

3. PAZUNIAK abusively adding the '*libel*' charge against 'Unrepresented' Pi-Net and *enjoining* the Principal Dr. Arunachalam to the libel amendment by 'First Amended Complaint' [in order to '*hostagely-gag*' the Principal from disclosing to the Superior Court [what the Superior Court already knew (*and abets*).]; *that* PAZUNIAK's 'Proposed Distribution' claim; *inherently*, under review comparatively, disclosing the following:

#### G. Undisputed Overt Acts

- a) PAZUNIAK's 'Abuse of the Legal Process' is a '**Fraud on the Court.**'
- b) Excluding the Principal Dr. Arunachalam from PAZUNIAK's '**Manufactured Proposed Distribution**' contract-claim was a (*deceptive*) ruse designed to:
  - i) Color PAZUNIAK's 4+ Years Breach of (PAZUNIAK's Own) Retaining Agreement with Principal (Client-Beneficiary) to process entrusted monies collected by wire through her Agent Corporation, Pi-Net.
  - ii) Color the '**Retaining Agreement Provision**' that PAZUNIAK was at all times *obliged to deduct expenses* from the '**Entrusted Account**' **created for the Principal-Client; and**, wire the remaining amount to Principal [Through Pi-Net's Bank.] [*Without requiring attorney services to accept the entrusted monies.*] provisionally within **3 days** thereafter [Even after being fired for cause.].
  - iii) Color PAZUNIAK's '**4+ Years of Breach of PAZUNIAK's 'Retaining Agreement Provision'** failing to provide an accounting [After deducting expenses.] of the final collection of entrusted monies within 30 days to Principal. PAZUNIAK breached the Retainer Agreement in not obtaining authorization from Dr. Arunachalam to spend anything over \$500.
- c) PAZUNIAK's filing false accounting sealed on 12/5/17 in the Superior Court failing to disclose that PAZUNIAK had paid himself 100% of the fees and expenses 4+ years ago and that all the money in the Client IOLTA account belongs to Dr. Arunachalam is **an overt act** and *prima facie* evidence that PAZUNIAK was unlawfully holding Petitioner's monies in the Client IOLTA Account for 6 years, not returned to date.

#### H. Misstatements And Omissions: The Fraud Is In The Detail.

- 1) PAZUNIAK's Admission of Providing Accounting At Final Hearing on 2/2/18 Is *Prima Facie* Evidence That He Remained Silent (As Fraud)



**For 4+ Years, Filed False Accounting In The Court Sealed On 12/5/17,  
Failed To Disclose To The Court He Had Paid Himself 100% Of His Fees  
And Expenses Years Before He Filed Suit Against Pi-Net 4+ Years Ago.**

PAZUNIAK fooled the Court for over 4 years to believe he was owed monies from the CLIENT IOLTA account, as evidenced by his 12/5/2017 sealed false accounting he filed in the Court not showing how much he paid himself.

Contrary to PAZUNIAK's false allegations that Petitioner did not provide the transcripts from 2/2/18 hearing, Petitioner paid the Superior Court the fees to transfer the transcripts and entire records to the Supreme Court of Delaware. The Final Hearing was bogus and so are the transcripts from that 2/2/18 Hearing and Exhibits never provided to Dr. Arunachalam prior to the Hearing (or after).

Judge Davis and PAZUNIAK rushed to hold a Hearing, taking advantage of Dr. Arunachalam's illness, and perpetrated a crime of filing false accounting sealed. PAZUNIAK rushed to drag TD Bank's counsel unwittingly to participate in his crime at the 2/2/18 Hearing to give him a statement that the amounts received were confidential, to cover up PAZUNIAK's overt offense of sealing false accounting, contrary to the TD Bank Settlement which states that in a court action, the records could be produced without requiring it to be kept confidential.

**2) Judge Davis Willfully Assisted PAZUNIAK In His Crime By Baiting  
And Switching The Name of The Contract.**

PAZUNIAK falsely alleged in all his three Complaints that Pi-Net had breached a non-existent 'Proposed Distribution' that PAZUNIAK never presented to the courts, Dr. Arunachalam or Pi-Net; after the case was adjudicated on 2/23/17 against Pi-Net, enjoined Dr. Arunachalam into the case on 3/8/2017 by claiming that she breached the "Proposed Distribution."

Judge Davis had no jurisdiction over the Retaining Agreement contract, which PAZUNIAK did not plead in any of his Complaints nor present to any court, until after the case against Pi-Net had already been adjudicated by Judge Davis on 2/23/17. Dr. Arunachalam was the Principal-Client-Beneficiary, as per the Retaining Agreement, PAZUNIAK admits Pi-Net and WebXchange were a mere pass-through for the money transmitted to Dr. Arunachalam per the Retaining Agreement.

**3) The 2/2/18 Hearing Was Bogusly Held, Despite Dr. Arunachalam's  
Head Injury. Why Was Evidence Not Presented Earlier?**

wrongly punishing Dr. Arunachalam for PAZUNIAK's overt offenses and abuse of process. PAZUNIAK manufactured false "facts, law, claims and defenses," evidenced *supra*.

The court and PAZUNIAK stated at the 2/20/17 Hearing that Pi-Net needs to show up with Counsel in order to collect the monies from the CLIENT IOLTA account, even though the Retaining Agreement clearly states that the monies were to be paid to "CLIENT or "you," referring to Dr. Arunachalam, not collectively to Pi-Net, WebXchange and Dr. Arunachalam.

**4) O'Kelly Is The Principal In Its Respondeat Superior Position Over Agent PAZUNIAK.**

Any statements made against Agent PAZUNIAK applies to Principal, O'Kelly *et al*.

**5) PAZUNIAK Remains Silent (As Fraud On The Court): Dr. Arunachalam Presented To The Superior Court On 12/17/17 Stanford Neurologist Dr. Ghajar's Letter That She Is A Concussion Patient**

and is undergoing extensive treatment; Stanford Hospital CEO Bishop Entwistle's 4/1/18 letter to the Court attests Dr. Arunachalam suffered a concussion and was unable to travel to the 2/2/18 Hearing. Judge Davis abused his discretion Judge should not have held 2/2/18 hearing when Dr. Arunachalam had informed him of her head injury prior to the 2/2/18 Hearing. The Hearing was purported to be for the Pre-Trial Stipulation, **not** a Hearing on false damages. **Judge Davis willfully participated.**

**6) PAZUNIAK Perjures Himself**

PAZUNIAK committed perjury, stating: "Arunachalam then entered an appearance for herself and Pi-Net...", despite the Court clarifying Pi-Net, as a corporation, must be represented by Counsel.

Petitioner informed the Court of her concussion a second time prior to the pre-trial hearing, to cancel the hearing. PAZUNIAK had no reason to file the false accounting sealed. All of the Settlement Agreements with the patent infringers states that in a Court proceeding, confidential information may be made public. **PAZUNIAK is obstructing justice.**

The Hearing and Transcripts from the 2/2/18 Hearing are void, as Judge Davis should not have held the Hearing when Dr. Arunachalam had informed Judge Davis twice about her head injury prior to the Pre-Trial Hearing. **Judge Davis denied Dr. Arunachalam due process in holding a hearing on damages on 2/2/18 without giving Dr. Arunachalam a chance to object to it or even see what**

**PAZUNIAK was providing to the Court.** PAZUNIAK states on p. 19 of his Answering Brief: “At the final hearing, Plaintiffs presented their final accounting.” The Hearing on 2/2/18 was purported to be on Pre-Trial Stipulation, not to go over final accounting never presented to Dr. Arunachalam by PAZUNIAK. PAZUNIAK used the ‘wink and nod’ process with Judge Davis to give him a final judgment after the void and bogus 2/2/18 Hearing.

**7) Judge Davis Violated Dr. Arunachalam’s Fundamental Rights.**

PAZUNIAK had only claimed the cost of transferring files of \$22.99 as per his “Proposed Distribution” contract, and no aspect of the Retainer Agreement in any of his three Complaints. He has committed yet another “bait and switch,” as has been his usual unlawful, malicious abuse of process and tactic against Dr. Arunachalam in financial elder abuse. Judge Davis did not consider the accounting provided by Dr. Arunachalam even prior to 12/5/17.

**8) Judge Davis Ruled On A Non-Existent Proposed Distribution Contract, Not The Actual Contract.**

- a. Judge Davis based his default judgment on a “contract,” when in fact he ruled it on the Proposed Distribution which was neither a contract nor was it ever proposed to Dr. Arunachalam /Pi-Net by PAZUNIAK. The actual contract is the Retaining Agreement, which the Court had no knowledge of, because PAZUNIAK did not provide the Court with a copy of the Retaining Agreement nor the non-existent ‘Proposed Distribution’ at the time when Judge Davis gave the Default Judgment.
- b. Can Pi-Net or Dr. Arunachalam be in breach of contract on a ‘Proposed Distribution’ when in fact the judge should have focused on the Retaining Agreement?
- c. Judge Davis never made a ruling on the actual funds still unlawfully being withheld for 6 years by PAZUNIAK that belong to Petitioner.
- d. Judge Davis did not have sovereignty over the Retaining Agreement contract between PAZUNIAK and Petitioner.

**9) Bogus 2/2/18 Hearing**

- e. Judge Davis ruled without Petitioner’s presence in the court, despite the fact she informed the court prior to the Hearing on 2/2/18 of her inability to attend due to a concussion and medical emergency.

The Court should award sanctions against PAZUNIAK, instead of costs, fees and expenses for compromising the court itself; and corrupting the fair, just, and proper administration of that courthouse.

This trial has been a judicial farce predicated on PAZUNIAK coloring his breach(s) of contract in this case as his fraudulent ‘Proposed Distribution’ (non-contract) allegedly breached by Pi-Net entertained by the Delaware Superior Court (declaring compliance); now used in propounding a breach of Retaining Agreement contract;

with a person never enjoined in the adjudicated case; nor given leave to enjoin the instant (initial) adjudicated case. The Delaware Superior Court continued with this judicial fraud and compromised the Court.

Judge Davis did not address Petitioner's counterclaim, and granted PAZUNIAK's request for money not owed to him and actually owed by PAZUNIAK to CLIENT; Judge Davis ignored that PAZUNIAK breached the contract in not paying CLIENT the escrow balance and the expenses of over \$2,150,000 + interest for 4+ years (=\$4.5M) Petitioner advanced for patent prosecution and other expenses, per the Retainer Agreement. Judge Davis ignored the fact PAZUNIAK's own emails evidence he stated Pi-Net/Petitioner should be paid certain dollars from the escrow balance, yet now Judge Davis has not adjudicated on releasing the CLIENT IOLTA account balance unlawfully withheld by PAZUNIAK to date (which to this day, neither the court nor CLIENT were provided evidence by PAZUNIAK what the escrow balance amount is). **PAZUNIAK committed fraud on the Court, yet Judge Davis ruled PAZUNIAK did not breach the contract. This is fraud and corruption.** This conspiracy to deprive Petitioner of her protected rights amounts to judicial elder financial abuse, *not* an adjudication.

No formal complaint supported by or subscribed by oath or affirmation, or penalty of perjury by PAZUNIAK is on file. Petitioner filed a 60(b) motion to relieve her and Pi-Net from the 3/29/18 Final Judgment for fraud, misrepresentation or other misconduct of PAZUNIAK; 60(b)(4) the Final Judgment is void; and 60(b)(6) and for all other reasons, justifying relief from the operation of the Judgment. **Judge Davis engaged in adverse domination** and denied Petitioner anything she requested, he willfully discriminated against Petitioner due to her race, age, sex, disability, color and deprived her of her liberty rights to medical care after a significant head injury and concussion and her constitutional rights to property and subrogation rights.

**6) Conspiracy And Intent And Scienter By Judge Davis And PAZUNIAK To Deprive Petitioner Of Her Federally Protected Rights Has Been Evidenced *Supra*.**

Judge Davis seriously compromised this case, and his Orders are void, as he lost his jurisdiction and judicial immunity in aiding and abetting PAZUNIAK's breach of his solemn oath of office to uphold the Supreme Law of the Land. PAZUNIAK, Sean O'Kelly, Ryan Ernst acting jointly with Judge Davis and others associated-in-fact are presumed to have acted under color of law, because they are "willful participants in joint activity with the State or its agents," namely, Judge Davis.

**7) Judge Davis Failed To Recuse Despite Appearance Of Bias.**

Judge Davis's Order sanctioning Petitioner for a crime committed by PAZUNIAK is at least an appearance of impropriety.

**8) Judge Davis Failed To Docket Petitioner's Filings And Mutilated Her Filings:**

making it expensive, hazardous and burdensome for Petitioner to have access to the Courts.

**9) Judge Davis Suppressed Evidence:**

in furtherance of coloring their plot to hide the overt offenses committed by PAZUNIAK.

**10) Judge Davis Corruptly Obstructed The Administration of Justice, Intended To 'Subvert, Undermine, or Impede' Governmental Fact Finding, With The Requisite Consciousness of Wrongdoing, And Tampering With Evidence, Which Are Violations Of Federal Law 18 U.S.C. § 1503;**

**11) Judge Davis Aided And Abetted PAZUNIAK's Violations of 18 U.S.C. §1512(B)(3), Obstructing Justice by Hindering Communication Through Corrupt Persuasion**

in furtherance by breach of public trust.

**12) Judge Davis Oppressed Dr. Arunachalam In Utter Lawlessness, Committing Criminal Acts; Is Compromised In Adjudicating This Case.**

13) Said "proposed distribution contract" was never submitted to the Court or to Dr. Arunachalam by PAZUNIAK, and any reasonable person would agree that a proposed distribution offer is not a contract.

**Petitioner has a duty to the Court and herself to advise the Court of a process that is irregular, corrupted, or compromising or of a compromising fraud on it.**

(i) Now, after PAZUNIAK was caught in his own lies and crime from the false accounting PAZUNIAK filed in the Delaware Superior Court on 12/5/17, and when Petitioner brought this to the attention of that Court, he enlisted the support of the unsuspecting TD Bank's external lawyer to write a declaration to aid and abet his crime, as he enlisted the Delaware Superior Court and ODC to aid and abet his crime.

(ii) PAZUNIAK drafted the Retaining Agreement which he breached; Dr. Arunachalam did not negotiate and approve all Distributions, as PAZUNIAK falsely alleged. PAZUNIAK negotiated that he would take fiduciary control of all monies collected and be solely responsible for all distributions consistently continuing after termination in the same manner; finding the only person in breach of the Retaining Agreement has been PAZUNIAK all along.

(iii) The only law here is contract law and the rules of construction governing its interpretation; which PAZUNIAK with the lower court's blessing allowed to be altered, allowing PAZUNIAK (in breach) to file his initial fraudulent complaint against Pi-Net (as if the corporation was sole beneficiary identified expressly as '*the client*.'

THIS ENTIRE (TRAVERSED) SCAM BY PAZUNIAK'S (CONTINUING UNFETTERED) RECORD OMISSIONS, WRITTEN ADMISSIONS, FRAUDULENT COMMISSIONS, INTENTIONAL MISSTATEMENTS OF MATERIAL FACT AND TWISTIFICATION(S) OF CLAIMS IN (CORRUPT) ASSOCIATION WITH THE COURT [REMAINING SILENT, AS (JUDICIAL) FRAUD

#### STATEMENT OF UNDISPUTED FACTS

1.) PAZUNIAK's 'Written Admission' [Disclosed to the Court, by Dr. Arunachalam] that PAZUNIAK used the court (abusively) against Pi-Net to retaliate against Petitioner for reporting his misconduct to the ODC.

2.) PAZUNIAK's Admission of providing 'Final Accounting' at bogus 'Final' Hearing on 2/2/18 is *prima facie* evidence that he remained silent (as fraud) for 4+ years.

3.) PAZUNIAK filed false accounting in the court sealed on 12/5/17 in which he failed to disclose to the court he had paid himself 100% of his fees and expenses years before he filed suit against Pi-Net— an overt act Judge Davis failed to report.

4.) PAZUNIAK, O'Kelly did not refute any of the actual issues raised by Dr. Arunachalam and hence admitted to them.

- a. The Retainer Agreement between Petitioner and PAZUNIAK: Is corruptly misstated in the Superior Court's judgment [For the '*First Time*' — to colorfully [Mal-join.] this Agreement between PAZUNIAK and Dr. Arunachalam [A Non-party proper to the Case appealed.]; *with*, the Traversed 'Proposed Distribution Agreement' with the *only* Defendant proper in this case, Pi-Net.

- b. Termination of the Relationship with Plaintiffs, for ‘Cause-in-Breach of Solemn (Professional) Oath:
- c. Litigation begins between Plaintiffs and [Unrepresented.] Pi-Net [**Agent.**] for ‘Breach of Proposed Distribution’ in the Court of Common Pleas [Specifically, excluded **Principal** Dr. Arunachalam by design.]; and, Abusive ‘First Amended Complaint for Libel’ against Pi-Net, enjoining **Principal** to hold her ‘**Hostaged-Gagged.**’
- d. Dr. Arunachalam’s Counterclaims against Plaintiffs and Crossclaims against O’Kelly filed first in response to the First Amended Complaint and subsequently in response to the Second Amended Complaint; are, predicated on Doctrine of Principal and Agent — *Respondeat Superior*.
- e. Plaintiffs omit when the court (and court officers) breach ‘Solemn Oaths’ [As here.], jurisdiction is lost (along with immunity) and all judgments, orders, sanctions, are void; leaving only ONE person (sovereign) in the court; keep in mind that the people are sovereign over government by imposing the Constitution upon all officials.
- f. The court awarding fees is void for aiding and abetting PAZUNIAK’s scam — to continue (after 6 years) withholding Client’s entrusted monies and accounting by abrogating Client’s beneficiary trust account [Created by PAZUNIAK for the Client, not unrepresented Agent, Pi-Net.] and Client’s Beneficiary-Status; which, leaves little wonder why the court allowed PAZUNIAK’s accounting to be sealed! And, the Client is threatened with sanction for telling it as it is (?); after, being ‘Hostaged-gagged’ by PAZUNIAK’s First Amended Complaint for Libel’ (procedural design) observing this ‘Malversion of Justice’!

### III. THIS COURT MUST REVIEW THIS CASE

The decision of the Delaware Supreme Court, if followed, will conflict with this Court’s precedent with respect to its findings on: (a) the denial of liberty and property without due process of law; and (b) contract law.

**This is a case of significant national importance: PAZUNIAK perpetrated the fraud, and has caused a Constitutional crisis/emergency** by propagating false collateral estoppel without considering *prima facie* material evidence of Patent Prosecution History and the Law of the Land. **This Court must turn PAZUNIAK to law enforcement for his overt offenses.** As the axiom goes, the deceiving should be punished, not the deceived. The Delaware State Judiciary must be taken to task for letting this scam, farce and fraud go on for 5 years without catching the culprit, by gagging the victim Dr. Arunachalam and punishing the

victim of the crime, instead of the one who committed the crime.

**“The Law Of This Case Is The Law Of All.”**

*Trustees of Dartmouth College v. Woodward*, 17 U.S. 518 (1819)

**1. Why Are Delaware State Courts Aiding And Abetting Fugitive PAZUNIAK Fleeing From Overt Offenses PAZUNIAK Committed In Federal and State Courts, Instead of Turning PAZUNIAK Over To Law Enforcement?**

The Judges are compromised by permitting PAZUNIAK to collusively engage in serial lawfare against a defenseless citizen, Dr. Arunachalam, a 71-year old, disabled, female inventor of the Internet of Things – Web applications displayed on a Web browser – rendered defenseless by serial lawfare from the courts themselves.

**2. The Judges And Attorneys Are Complicit:** Delaware Supreme Court and Judges Davis and Andrews have not complied with the law nor have they served the public interest, denying due process to Petitioner. They aided and abetted the theft of Petitioner’s monies in the Client IOLTA account by PAZUNIAK; the despicable display of judicial fraud, perpetrating anti-trust, in a cover-up of judges’ own misconduct.

They denied Petitioner access to the court because they refused to acknowledge the Constitutional Challenge in *Fletcher*. They defamed/libeled/sanctioned Petitioner for manufactured reasons, took Petitioner’s money, allowed the theft of Petitioner’s monies by PAZUNIAK held in Client IOLTA account for 6 years not returned to date and theft of Petitioner’s patents and inventions and intellectual property by Corporate Infringers without paying Petitioner royalties, made it expensive, hazardous and burdensome for Petitioner to have access to justice.

**3. PAZUNIAK is the lynchpin of Constitutional Crisis in Patent Law.**

Judges unwittingly joined PAZUNIAK’s scam, find themselves digging deeper into the quicksand. They cannot escape from the facts and the law of the case and the Law of the Land.

PAZUNIAK himself came crashing into the Delaware State Courts as a haven, fleeing to hide from the overt offenses he committed in the Federal Courts, only to commit more overt offenses in the Delaware State Courts, dragging any judge or lawyer into his *scam* by his *wink and nod process*.

The waste, fraud and abuse continuing interminably in courts in all of Petitioner’s cases stem from the overt offenses, false propaganda of a false collateral estoppel while concealing material *prima facie* evidence of Patent Prosecution History, Federal Circuit’s *Aqua Products Inc. v. Matal*, Case No. 15-1177, October 2017 that reversed all Orders that failed to consider Patent Prosecution History, and



precedential Supreme Court rulings<sup>6</sup> that a Grant is a Contract that cannot be rescinded – the Law of the Land – and applies to patent law, and obstruction of justice by PAZUNIAK *collusively* with financially conflicted Judge Andrews (admitted by Judge Andrews himself three years into the case) in Petitioner’s JPMorgan Case No. 12-282-RGA(D.Del.) and Fulton Financial Corporation Case No. 14-490-RGA(D.Del.) and with Judge Davis in the Delaware State Courts, rendering their Orders void.

Petitioner Dr. Arunachalam is a 71-year old, disabled, female inventor of the Internet of Things - Web applications displayed on a Web browser. Why would they all do this, when the facts and the Law of the Case<sup>7</sup> and Law of the Land are on Petitioner’s side? Why this outrageous obstruction of justice in a corrupt judicial organization?

### CONCLUSION

PAZUNIAK twisted, Judge Davis aided and abetted PAZUNIAK’s overt acts and dragged a false no-claim case out for 4+ years, unjustly punishing Dr. Arunachalam instead of PAZUNIAK. Judge Davis and PAZUNIAK must be reported to law enforcement.

The Court must void the entire proceedings, reverse the traversed-twisted adjudicated Judgments and sanctions and order PAZUNIAK to release IOLTA account funds to Petitioner he withheld in breach of his own Retaining Agreement, USPTO fees and patent reexamination attorneys’ fees advanced by Petitioner plus interest.

**WHEREFORE**, Petitioner respectfully requests that the petition for a writ of certiorari be granted in equity and law in the interest of protecting the laws of the land, in the Public’s best protective interests.

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<sup>6</sup> *U.S. v. American Bell Telephone Company*, 167 U.S. 224 (1897); *Grant v. Raymond*, 31 U.S. 218 (1832); *Trustees of Dartmouth College v. Woodward*, 17 U.S. 518 (1819); *Ogden v. Saunders*, 25 U.S. 213 (1827); *Fletcher v. Peck*, 10 U.S. 87 (1810). The Judiciary (except Justices Gorsuch, Kavanaugh and Chief Justice Roberts) failed to adjudicate — “*The Constitutional challenge.*”

<sup>7</sup> Courts failed to consider *prima facie* material evidence of Patent Prosecution History which estops false collateral estoppel arguments. *Aqua Products, Inc. v. Matal*, Fed. Cir. Case 15-1177 (2017) reversed all Orders that failed to consider the entirety of the record — Patent Prosecution History. Courts and PTAB disparately failed to apply *Aqua Products* in Dr. Arunachalam’s cases. Delaware District Court Judge Andrews admitted buying stock in JPMorgan during the pendency of that case, PTAB Judge McNamara held stock in Microsoft; They refused to recuse, their Orders are void.

April 28, 2019.

Respectfully submitted,

*Lakshmi Arunachalam*

DR. LAKSHMI ARUNACHALAM

*PETITIONER PRO SE*

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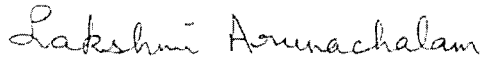
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**CERTIFICATE OF  
COUNSEL/*PRO SE* PETITIONER**

I, Dr. Lakshmi Arunachalam, petitioner *pro se*, certify that as per the Court rules, this document contains 8963 words only, as counted by the tool available in Microsoft WORD, and is well within the 9000 word limit.

Respectfully submitted,



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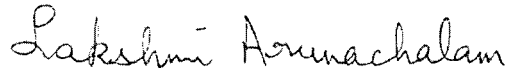
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April 28, 2019

### VERIFICATION

In accordance with 28 U.S.C. Section 1746, I declare under penalty of perjury that the foregoing is true and correct based upon my personal knowledge.

A handwritten signature in cursive script that reads "Lakshmi Arunachalam".

Dr. Lakshmi Arunachalam  
*Pro Se Petitioner*

Executed on April 28, 2019

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