

No. ____
Previous No. 17A1372

In the
Supreme Court of the United States
October Term 2018

Anthony Thomas and Wendi Thomas,

vs.

Kenmark Ventures, LLC,

Application for an Extension of Time to File Petition for Writ of Certiorari

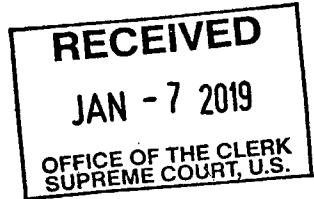
APPLICATION TO THE HON. ELANA KAGAN AS CIRCUIT JUSTICE

Anthony G. Thomas
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Reno, NV 89523
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Debtor In Propria Persona¹

Dated: January 3rd 2019.

Debtor hereby represents by way of Corporate Disclosure Statement that he is the sole shareholder of AT Emerald, LLC currently unrepresented by counsel that is also a Debtor in the U.S. Bankruptcy Court Case No. 14-BK-50331, jointly administered with my personal Bankruptcy Case 14-BK-50333-btb by the U.S. Bankruptcy Court for the District of Nevada - Reno. Debtor is filing an Adversary Complaint for a Declaratory Judgment inter alia that the Order of the Court converting the case from Chapter 11 to 7 is void and is subject to being vacated pursuant to Rule 60(b) of the Federal Rules of Civil Procedure in that it was procured in violation of the Debtor's Due Process Rights



APPLICATION FOR EXTENSION OF TIME

I, Anthony G. Thomas am hereby filing this Application for an Initial 60 Day Extension of Time and hereby declare and State:

1. I am requesting that this Court grant this Application for an initial 60 day Extension of Time to either:
 - A. file a Writ of Certiori;
 - B. Seek a Grant Review and Remand Order
 - C. Request that this Court exercise it's inherent equitable power to intervene where as here there has been a fraud upon the Court, or direct the 9th Circuit to exercise it's powers in this regard pursuant to the U.S. Supreme Court holding in In re: Hazel-Atlas or;
 - D. File any other necessary pleading that is necessary to prevent and remedy the injustices that have been committed in this case, including issuing any necessary stays ordering the lower courts from taking any actions adverse to those of the Petitioners and their interests
2. I am seeking an initial 60 day Extension of Time from the current January 15th 2019 deadline up to and including Monday March 18th 2019 to file any of the pleadings referenced above in connection with a review of the October 17th 2018 Order of the 9th Circuit Court of Appeals (Attached hereto as Exhibit A), pursuant to this Court's Rules 13.5, 22 and 30.3.

3. I am therefore hereby requesting that this initial request for a 60 day extension of time, be granted to and including Monday March 18th 2019, in accordance with the provisions of Rule 30.1 of this Court that provides:

“The last day of the period shall be included, unless it is a Saturday, ...or day on which the Court building is closed by order of the Court or the

Chief Justice, in which event the period shall extend until the end of the next day that is not a Saturday,...”.

4. Currently, the deadline for filing a Petition for a Writ of Certiori is 90 days from the date of the entry of the Order or Judgment for which review is sought. The Order in this case was entered on October 17th 2018, so the 90 day deadline falls on January 15th 2019. The Rules of this Court do provide that when the document sought to be filed with this Court is a Petition for Writ of Certiori, the Application for an Extension of time must, absent exigent circumstances be filed 10 days before the deadline, in this case January 5th 2019. Since January 5th 2019 is a Saturday, the deadline to file this Motion for an Extension is therefore extended until Monday January 7th 2019. This Petition should thus be considered timely filed.

JUDGMENT FOR WHICH REVIEW IS SOUGHT

5. The judgment sought to be reviewed is the decision of the Court of Appeals for the Ninth Circuit in No. 17-60042 (9th Cir., October 17th, 2018), attached hereto as Exhibit A and incorporated herein by reference. Of particular note is the final line of the Order where the Court of Appeals states:

“No further filings will be entertained in this closed case.”

Order of 10-17-2018 Docket Entry 40 - 9th Cir. Case 17-560042 page 3 of 3

6. I consider this statement to be in express violation of my constitutional rights to petition the Government for the redress of grievances, especially in light of the serious issues regarding fraud upon the court committed by the U.S. Trustee and her Attorney, and the tacit approval and ratification of those illegal acts since my first

Application for an Extension of Time in this matter was filed before this Court on June 11th 2018, and granted by the Hon. Anthony Kennedy on 6-18-2018. The fact is by making such a statement, the 9th Circuit is attempting to interfere with my right to Petition this Court for a redress of grievances, such as this very Motion for a Extension, or to file further documents with the Court regarding Fraud on the Court, or to seek appellate review of matters that may be necessary in light of upcoming rulings by the Bankruptcy Court.

7. If the Court does in fact grant this Application, it will necessarily require further filings of documents with the 9th Circuit in direct violation of the Court's order above, a fact that is simply intolerable in a country based upon free access to the courts as an enshrined constitutional right, rooted in the very definition of liberty and democracy itself.

JURISDICTION

8. The Ninth Circuit issued its decision on October 17th 2018. Pursuant to this Court's Rules 13.1, 13.3, and 30.1, a petition for writ of certiorari would be due for filing on January 15th, 2019. This application is made more than 10 days before that date. This Court's jurisdiction would be invoked under 28 U.S.C. § 1254(1).

REASONS JUSTIFYING AN EXTENSION OF TIME

TIME IS NEEDED TO CHALLENGE THE 9TH CIRCUIT'S REFUSAL TO RECALL MANDATE AS AN ABUSE OF DISCRETION AND JUDGMENT WAS WRONGLY DECIDED

9. Applicants respectfully request an extension of time, to and including

August 20, 2018, within which to file a petition for certiorari seeking review of the decision of the Court of Appeals for the Ninth Circuit in this case on the issues of non-dischargeability regarding statements made respecting a single asset of the Estate and the holding of the In re: Lamar case, justifying the 9th Circuit's recall of its' mandate, something the 9th Circuit refused to do by citing other alleged instances of fraud that Appellants believe do not prevent the Debtors from obtaining a discharge on the basis of the holding in the In Re: Lamar case.

REQUEST THAT THIS COURT NOT PERMIT AN INJUSTICE TO OCCUR IF A STAY IS NOT GRANTED AND THE ILLEGAL SALE OF THE THOMAS EMERALD IS ALLOWED TO PROCEED WHILE THOMAS SEEKS TO HAVE THE UNDERLYING JUDGMENT IN THE SANTA CLARA CASE VACATED AS VOID ON ITS' FACE AND VOID AS PROCURED BY FRAUD UPON THE COURT AS WELL AS ACTUAL AND CONSTRUCTIVE AS WELL AS EXTRINSIC FRAUD

10. The 2 most recent acts constituting a deprivation of due process and illegal conduct committed by the U.S. Trustee and her attorney, along with the tacit approval of the Judge include the Trustee's filing of a Turnover Motion for a home that my wife and I conveyed by Deed to my parents in 2008, facts that were fully disclosed in my initial bankruptcy filings as well as fully questioned on and examined by the Trustee and other counsel at my 341 meeting of creditors. Despite this, I & my wife were falsely accused of concealing the asset and further falsely accused of either living in the property or renting out the property and illegally withholding the rental income from the Trustee, allegations that to this day have not been withdrawn by the Trustee, and only somewhat withdrawn by the Attorney for the Trustee. The law that I submitted to the Court clearly establishes that the Turnover Motion Procedure was

done in complete contravention of the Law governing such Motions, and the illegal actions committed by the Trustee and her lawyer included breaking and entering into a home that my wife & I had conveyed by Deed to my parents in 2008, and listing the property for sale all before even getting a Court order on their turnover Motion.

11. I subsequently filed hundreds of pages of case law, learned treatises on the Bankruptcy Law in a litigation battle over this issue between 8-10-2018 to the hearing on the matter on 11-2-2018, where the Judge refused and continues to refuse to make a ruling on my Motion for Judicial Notice of Law & Facts, that the Judge derided me as “my report card”. I submitted 4 California cases dating from 1856 to 1945 to 1963 to 1968 establishing that a conveyance of real property by Deed under California law is valid even when the Deed is not notarized or recorded. Despite this law, that the Attorney for the Trustee did not in any way object to, the Judge, not only refused to rule on my Motion for Judicial Notice of Law and Facts, he also did not rule on the merits of the Trustee’s Motion for Turnover, instead ordering the attorney for the Trustee to conduct a Rule 2004 examination of my 81 year old mother in San Jose.

12. While the battle over the Turnover Motion was going on, starting at the hearing of 8-10-2018, the Judge demonstrated a level of bias towards me, when I raised the issue of my dyslexia at the hearing in Reno on 8-10-2018, the Judge told me that my problem is not dyslexia but it is Dishonesty. This one line statement of the Judge on 8-10-2018 was amplified and brought up again and is now on the record of the transcript of the proceedings of the following hearing in Reno on September 13th 2018, where the

Judge did in fact rule in the Trustee's favor and initially granted the Trustee's Turnover Motion. It was only after I asked the Judge to recuse himself for bias against me, did the Judge finally promise to review the law that I was seeking him to take Judicial notice of. Unfortunately the Judge didn't live up to either the letter or the spirit of that promise by refusing to this day to rule on any of the law or facts sought to be judicially noticed, one way or the other, thereby abdicating his ministerial duty to rule on a Motion before him, so that he could then ignore the law on the issue and make a ruling from the bench on the issue of the validity of a transfer by Deed by stating without any authority that under California law, failure to record a conveyance by Deed renders the purported transfer by Deed to be void, a contention that is clearly refuted by 4 cases attached to my Request for Judicial notice where the holding is exactly to the contrary.

13. As a result of this outrageous belief of the Judge that he is entitled to hold the opinion that I am a dishonest person, I felt compelled to file on 11-2-2018, on the date set for hearing on both my Motion for Judicial Notice of Law & Facts, as well as the hearing on the Trustee's Turnover Motion, to file a 49 page document, consisting of an 11 page Declaration along with 38 pages of Exhibits and other documents in a pleading entitled "Declaration of Anthony Thomas re: Bias of Court".

14. I am quoting extensively from that document, below just to apprise the Court of the level of animus and bias of the Court that has been directed against me for which I need to feel as though I am not waiving any of my appellate or other civil rights in this matter and do not accept any limitations on my rights to challenge the

Bias of the Court and to seek to annul any void orders or rulings obtained in violation of my constitutional and other rights, none of which I have waived or acquiesced to.

15. In my Declaration of 11-2-2018, filed as Docket Entry ___ in the underlying Bankruptcy Case 14-BK-50333-btb, I wrote:

1. I am submitting this Declaration with supporting Exhibits in Opposition to the Statements made by the Court on the record at the hearing of 9-13-2018 in Reno, remarks that are memorialized in the Transcript of the Proceedings that were transcribed on that date.
2. I feel it is important to be able to correct a false impression and statements of bias made by the Court in response to an allegation that I made that the Court has demonstrated on several occasions its' bias (depriving me of my right to counsel before forcing both myself and my company into involuntary Chapter 7 liquidation cases from being a Chapter 11 Debtors in Possession, depriving my LLC of its' right to counsel and essentially making a judgment against it while it was unrepresented by legal counsel in express violation of the Bankruptcy Rules that do not permit a corporation or LLC to appear before the court without legal counsel. When I raised these points before the Court, the Court's response was that it was entitled to hold the opinion that I am dishonest, based upon the fact that a fraud judgment had been entered against me in the Santa Clara County Superior Court. Despite my attempts to explain that I was the victim of opposing counsel, co-counsel (who was also representing me), and my own counsel's fraudulent concealment of the settlement terms from me, at a settlement conference where I never saw any of the printed drafts of the settlement, nor did I participate in the settlement negotiations since I was told by my lawyer that my co-litigant, Mr. Michael Gardiner had agreed to assume all liability for the claims made by the plaintiff Mr. Tersini and Kenmark Ventures LLC, and that I had no liability, and so on that basis, I was fraudulently induced due to fraud upon the court, attorney collusion and deception, combined with actions of opposing counsel and co-counsel in concealing the true facts into agreeing to an oral stipulation for entry of judgment where there was no mention of the word fraud anywhere in the transcript, merely a vague reference to counts 4 and 5, and use of the term "joint and several" that I did not understand, all the while designed by the lawyers in this case to prevent me from ever seeing a printed copy of the actual negotiated terms of the settlement that were negotiated by and between Tersini and his lawyer Scanlan, and Mr. Gardiner and his lawyer Pat Douglas, while I was out in the hallway with Mr. Morrissey who did not and was not involved in crafting the settlement agreement. It is clear from the facts that Mr. Morrissey was under pressure to be reported to the Bar, and so went along with the Scanlan-Tersini- Gardiner-Douglas fraudulent scheme to hold me liable for something that I and my lawyer was fully ready to litigate, were it not for the facts that emerge from Exhibits 2 and 3 to this

Declaration.

3. Before discussing those 2 exhibits, let me cite in this Declaration, the exchange between myself and the Court on 9-13-2018 where the scenario as explained above was captured on the transcript.

4. I am submitting for this Court's attention, a document that is already a part of the Court record, in the Adversary Complaint in this action, case 14-050222-btb Docket Entry (DE1), filed on 5-31-2014, pages 23-41 of 46 pages, attached as an Exhibit to the Adversary Complaint filed on that date. This document is the oral transcript of the purported settlement agreement of October 5th 2011 that was referred to in the transcript on the record of the 9-13-2018 hearing date as follows:

p.31:

"16 MR. THOMAS: Next is that there was 17 misrepresentations by Ms. Macauley. Ms. Macauley had told me

18 that you have a target on my back, and I've been told that by
19 Mr. Leonard, too. And that --

20 THE COURT: You don't have a target on your back from
21 my concern. You --

22 MR. THOMAS: Well, you said that I was -- my problem
23 is not dyslexia.

24 THE COURT: You are dishonest.

25 MR. THOMAS: It's dishonesty. No, it's not.

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1 THE COURT: You are dishonest.

2 MR. THOMAS: No, it's not. I'm not being dishonest,
3 Your Honor.

4 THE COURT: Well, what about the fraud judgment that
5 was entered against you for several million dollars?

6 MR. THOMAS: What fraud judgment? The Kenmark case
7 where you didn't let me put in any evidence to show --

8 THE COURT: No, no.

9 MR. THOMAS: -- that they were an investor?

10 THE COURT: In state court.

11 MR. THOMAS: You blocked evidence --

12 THE COURT: In state -- in state --

13 MR. THOMAS: -- over and over.

14 THE COURT: -- in state court, the fraud judgment
15 that was entered against you.

16 MR. THOMAS: That judgment is in the process of being
17 turned over because the attorneys were convicted of fraud.

18 we're filing a case in California for that right now. They --

19 THE COURT: And you are currently the subject of a

20 fraud judgment entered against you. Is that correct?

21 MR. THOMAS: It was -- yeah, because of illegal acts
22 from my attorney. They never disclosed that there was fraud in
23 the judgment to me. It was said under Counts 4 and 5. They
24 never told me that -- nobody in the courtroom ever said that
25 there was fraud, and my attorney told me --

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1 THE COURT: Except the judge.

2 MR. THOMAS: No, we did not.

3 THE COURT: Then why was there a judgment entered

4 that said fraud?
5 MR. THOMAS: It's not in the record at all that there
6 was fraud.
7 THE COURT: Why --
8 MR. THOMAS: They --
9 THE COURT: Stop. Why would the judge enter a
10 judgment that said you had committed fraud?
11 MR. THOMAS: The judge didn't enter a -- on the
12 record, the judge said all parties are agreeing to no
13 wrongdoing. And Tersini's attorneys said that there was -- all
14 parties are agreeing to no wrongdoing. And they slipped in
15 under -- because they -- the attorneys colluded to put four --
16 Counts 4 and 5 in there and never said what they were. The
17 judge didn't even know what they were.
18 And so when it was read onto the record, they never
19 let me see a copy of the settlement agreement. I never got to
20 see it. I never got to sign it. And my attorney told me that
21 I wasn't liable at all, that Mr. Gardner was taking 100 percent
22 of the responsibility. His --
23 THE COURT: However, there was a judgment entered
24 against -- listen to me. There was a judgment entered against
25 you that said you had committed fraud. Was there not?

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1 MR. THOMAS: There was a -- the fraud was committed
2 on me, Your Honor.
3 THE COURT: Answer my question.
4 MR. THOMAS: And I'm going to answer your question.
5 THE COURT: Was -- answer my question. Was there a
6 judgment entered against you that you had committed fraud?
7 MR. THOMAS: Only by you, Your Honor.
8 THE COURT: No, that's not true. There was a
9 California state judgment that was entered against you.
10 MR. THOMAS: There was -- there was a California
11 state judgment, but they never revealed the fraud to the judge
12 or myself.
13 THE COURT: I didn't ask you that. I asked you if
14 there was a judgment entered against you that said you had
15 committed fraud in a California state court.
16 MR. THOMAS: Yes. And that judgment was only because
17 you lifted the stay through the bankruptcy. You lifted the
18 stay so they could go in and get a fraud judgment against me.
19 There was no fraud judgment before.
20 THE COURT: I lifted the stay so they could go
21 forward with litigation.
22 MR. THOMAS: And get a fraud judgment against me.
23 THE COURT: I had no idea what they were going to do.
24 MR. THOMAS: Well, I did. I knew exactly what they
25 were going to do and that's why I asked you not to lift the

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1 stay because I was not aware of the fraud because I was lied to
2 by my counsel and they committed fraud on the Court. They
3 didn't tell the judge that there was fraud in there. The judge
4 said on the record, all parties are agreeing to no wrongdoing.
5 Mr. Silver, Mr. Kenmark's attorney, said the exact same thing.
6 All parties --
7 THE COURT: Well, let me ask you this.
8 MR. THOMAS: -- are agreeing to no wrongdoing.
9 THE COURT: Have you appealed?
10 MR. THOMAS: Huh?
11 THE COURT: Have you appealed? Did you appeal the
12 California state judgment?
13 MR. THOMAS: I am filing a case to have the whole

14 thing turned over. The attorneys that represented me --
15 THE COURT: Answer --
16 MR. THOMAS: -- have been convicted of fraud.
17 THE COURT: Answer my question first. Have you
18 appealed the California state judgment?
19 MR. THOMAS: I'm in the process of doing that right
20 now, okay. We're having it turned over --
21 THE COURT: Stop.
22 MR. THOMAS: -- on the basis of fraud.
23 THE COURT: Stop. Stop.
24 MR. THOMAS: I'm filing a motion with the Court.
25 THE COURT: And have you gotten a stay of the

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1 judgment pending your efforts to get it overturned?
2 MR. THOMAS: Not yet, but we will.
3 THE COURT: Okay. So --
4 MR. THOMAS: We're in the -- I'm in that process
5 right now, Your Honor.
6 THE COURT: All right. So you have a fraud judgment
7 against you that is current?
8 MR. THOMAS: Yes.
9 THE COURT: That's one of the reason I think you are
10 dishonest.
11 MR. THOMAS: Because I was defrauded by my attorneys
12 and --
13 THE COURT: That's not what the judgment says. The
14 judgment says you committed fraud.
15 MR. THOMAS: You can read the transcript. The judge
16 said that all parties are agreeing to no wrongdoing.
17 THE COURT: What I care about is what the judgment
18 says.
19 MR. THOMAS: The judge didn't know what the judgment
20 said. He wasn't even there. He didn't sign off on the
21 judgment.
22 THE COURT: I think that's highly unlikely.

23 MR. THOMAS: No. He didn't. Judge Nichols was gone
24 when they went in and got the judgment. They got it from
25 another judge.

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1 THE COURT: You nonetheless have an active judgment
2 finding you committed fraud. That's one of the reasons I don't
3 think you're credible and I don't think you're honest.
4 MR. THOMAS: Well, then you shouldn't be my judge
5 because if you can't be independent, then you shouldn't be the
6 judge. You should recuse yourself right now.
7 THE COURT: I should not because --
8 MR. THOMAS: You should be because you're biased
9 against me.
10 THE COURT: No, I'm not. The only way I know about
11 this to know that you have committed fraud is by virtue of what
12 has happened in this case. I am allowed to make findings and
13 have impressions based on what has happened in this case.
14 MR. THOMAS: Your Honor, you blocked evidence in the
15 Tracini case throughout that showed that he was an investor.
16 There never was a loan.
17 THE COURT: And have you --
18 MR. THOMAS: And there was never funds --
19 THE COURT: And have you appealed that judgment?
20 MR. THOMAS: Yes, I have, Your Honor.
21 THE COURT: And where is it?

22 MR. THOMAS: Your case is in the Ninth Circuit Court
23 right now.
24 THE COURT: That's fine. And they may overturn me.
25 I don't know.

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1 MR. THOMAS: I believe they will.
2 THE COURT: They could.
3 MR. THOMAS: I believe they will.
4 THE COURT: They could. I don't know.
5 MR. THOMAS: And I believe the case in Santa Clara
6 County is going to be overturned, too, Your Honor, and I think
7 I will be out of the bankruptcy because I didn't own anybody
8 any money.
9 THE COURT: Okay. Well --
10 MR. THOMAS: And the fraud was committed on me. And
11 you have taken it out on me since day one, me and my family.
12 And you've been biased. You blocked all the evidence that I
13 tried to get into the court case showing that -- there never
14 was a loan. There never was a loan. There was no funds that
15 ever came to me, ever.

5. I feel it is important for me to bring the true facts before this Court in order to correct the Court's false opinion that is not founded on real facts, but based on a set of facts that is in fact completely false and contrary to what actually occurred.

6. The transcript clearly shows the lengths to which the settlement terms were concealed from me, and the terms of the agreement clearly held that there was no finding of any wrongdoing by any party. That statement appears in the October 5th transcript, 3 times, at the beginning of the transcript, at the end of the transcript, and is repeated by the Judge who goes even further on the record and asserts that there has been no finding of wrongdoing. No reference to any fraud, and the fact that the agreement is void on its' face, not only because of the fraud upon the court, the fraudulent concealment, the extrinsic fraud depriving me of my day in Court, but also because my lawyer essentially ceased to act as such when he knew he could not try the case after he received notice of the contents of the State Bar Court's Minute order of October 3rd 2011 that was faxed to his fax line retrieved by his wife and communicated to him over the phone and in person at lunch on October 4th 2011. It was those two exhibits, attached hereto as Exhibits 2 and 3, a letter from my attorney to the State Bar requesting a continuance of the new state bar disciplinary case that his mentally ill wife concealed from him, followed by the denial of that request by the State Bar Court Judge, ordering him to appear for trial on October 11th 2011 otherwise his default would be entered (as it was). As a consequence, Mr. Morrissey "ceased to act" as my attorney when he could no longer represent me at trial, a fact that he had confided in co-counsel Pat Douglass, who instead of informing the Court as is required under CCP 286, went and used that information to seek her own financial gain, by selling out her client, selling out myself with the desire to cash in on the sale of the Emerald, since she hadn't been paid a dime by her client Gardiner since Electronic Plastics filed for BK in 2009, and she stood to make considerably more money

by collecting a percentage of the multimillion dollar commission that Michael Gardiner stood to make upon the sale of the Emerald. (Gardiner's depo exhibits shows that in one transaction, he stood to make a \$55 million commission off the sale of the emerald, and even if we assume a modest 20% contingency fee for Attorney Douglass in exchange for her role in obtaining the fraudulent settlement agreement, she stood to make over \$10 million dollars.

7. I only recently became aware of these facts as a direct consequence of my lawyer Mr. Morrissey, his colleague Robert Machado and his wife Tracey McCarroll all pleading guilty to criminal charges, where sentence was imposed in October of 2017. This fact allowed me to persuade Mr. Machado to come clean and offer a Declaration to show his role in these facts, and his witness to a telephone call made on the afternoon of October 4th where Mr. Morrissey repeated his claims to me that he had settled the case without any liability on my part.

8. It was only then that I became aware of the State Bar Court files, copies of which I finally obtained just before I had to jump into the fire in this Court to prevent the Court from ordering the unlawful turnover of the Portola property in complete violation of the Bankruptcy rules, and decisional case law on the subject that is clearly established by my Motion for Judicial Notice of the law and the facts in this case.

9. I am putting these facts before the Court, so as to give the Court a heads up of the fact that I am using these facts of fraud upon the court and extrinsic and constructive fraud as well as the facts that otherwise render the Judgment void, as in violation of CCP 286, violation of the Statute of Frauds and procedural irregularities in failure to follow the procedures necessary to ensure a settlement under CCP 664.6, as well as the general principle of contract law that the terms of the judgment must be the terms that the parties agreed to. Nowhere in the Judgment that was procured against me is there any mention of the critical statement that induced me to agree to the purported settlement in the first place, the statement that there is no finding of wrongdoing by any party, and the explicit omission in the transcript of any reference to fraud, merely to counts 4 and 5 that were never specified on the record.

10. On a final note, I am submitting a copy of my Dunn & Bradstreet report for my construction company T&D construction Inc., showing my stellar business record, with no lawsuits and a stellar business rating by Dunn & Bradstreet showing my true character as a man of my word, in an industry where lawsuits are the norm. I always performed according to the highest ethics and integrity and always delivered a first class product, which shows that even a person with a learning disability like dyslexia that the law defines as a disability that impairs a major life activity, that even with such an impairment, a man can rise to the top of his profession and earn the respect and admiration of his clients, fellow businessmen and his community.

See Anthony Thomas Declaration re: Bias of Court pp. 1-11

ATTEMPTED ILLEGAL SALE OF THE THOMAS EMERALD

16. The Thomas Emerald is owned by AT Emerald LLC, the shares of which are 100% owned by me and exempt from levy in Bankruptcy. The Emerald was removed from the Sarasota Vault in Florida a year ago, and personally hauled onto a commercial airline flight to Reno, before being entrusted to local auctioneer Hudson Strimmel of Strimmel auctions who was approved by the Court to sell the Emerald by means of an Ex Parte Motion filed by the Trustee in October of 2017.

17. No application to sell Estate Assets or notice requirements that are mandated prior to any sale were complied with, nor was I as Debtor ever served with notice of the sale of the Emerald.

18. Attached to my motion papers filed on 12-17-2018 and part of my 214 page filing is the full and complete Transcript of Geologist Ringsrud, whose deposition also references the appraisals of the Emerald, including the appraisal of National Geographic precious gem consultant that has been appraised by the geologist for National Geographic Magazine at hundreds of millions of dollars (See Deposition of Ronald Ringsrud attached as an Exhibit to DE 439 filed in the U.S. Bankruptcy Court District of Nevada in Case 14-BK-50333-btb)

19. There is clear evidence of fraud upon the Court in the form of new fraud in the underlying Bankruptcy case, where it is clear that the U.S. Trustee, her Attorney and the Auctioneer have conducted an illegal sale of the Thomas Emerald, valued in

the hundreds of millions that was sold at auction to the 17 year personal notary and executive management level official of Kenmark Ventures LLC's principal Ken Tersini Jennifer Jodoin that the current trustee fraudulently represents to the Court to be a good faith purchaser for value, having been sold to her for a trifling \$21,000 without compliance with Bankruptcy Code Section 363 requirement that Notice of Sale be provided inter alia to all creditors by mail made by the Clerk of the Court at least 21 days before the proposed sale, as well as giving the debtor and other creditors and interested parties an opportunity to oppose the Proposed Sale.

20. Despite pointing out these irregularities to the Judge, the Judge gave tacit approval to these illegal acts by refusing to acknowledge them and insisting that no matter what, the Emerald was going to be sold in his Courtroom and that he would refuse to grant a stay while Thomas files his Motion to Vacate the underlying judgment having been procured by Fraud upon the Court, including the concealment by my lawyer on the eve of trial of his inability to represent me in trial due to being ordered by the State Bar judge to appear for trial or else be suspended. The documents that I obtained from the State Bar Court files in July of this year establish that my attorney had ceased to act as such under CCP 286 and all the attorneys including my own had a duty to inform the Court of these circumstances, and that judgment procured under such circumstances is void on its' face and constitutes a form of extrinsic fraud as well as fraud on the court.

21. This most recent illegal action committed by the U.S. Trustee, is the

attempt to seek court approval and auctioneer commission payment of the Emerald in complete violation of the Bankruptcy Code section 363 (b) that only allows for the sale of assets of the Estate until after giving Notice of Sale under Rule 6004 that references Rule 2002 that mandates service of Notice by mail to the debtor, creditors by the clerk of the Court.

22. The fact is that despite the fact that the Trustee and her Attorney are now attempting to get court approval of the illegal sale of the Thomas Emerald in violation of statutory notice laws the violation of which render any sale void ab initio as a violation of procedural due process rights of the Debtor, creditors and constituting a void order in excess of the Court's Jurisdiction. After sending Mr. Hartman a Meet & Confer letter on 12-6-2018 asking him to stipulate to facts to admit that the proper notice was never provided, Attorney for the US Trustee refused to answer forcing me to appear Ex Parte on 12-17-2019 and seek an Extension of time in order to be able to establish the facts into evidence to establish clearly on the record how the law was violated and how the purchaser of the Emerald is an alter ego of Ken Tersini's companies and in fact whose name appears on Exhibit 11, the purported basis of this entire appeal regarding non-dischargeability regarding statements in writing insofar as the purported fraudulent disclosures were received by Mr. Tersini in an e-mail sent from a Norfield e-mail account that I testified to at my deposition in the underlying Santa Clara case as well as the Adversary Trial that was never sent by me. I never had an e-mail account with Norfield, yet the e-mail containing Emerald appraisals sent

from the Northfield e-mail account were used as the basis for the non-dischargeability judgment against me.

23. The fact is that after I caught the Attorney for the Trustee and filed a 214 page pleading with Exhibits showing the violation that I filed on 12-17-2018 and for which I was able to confront Mr. Hartman attorney for the US Trustee in person, Mr. Hartman again committed perjury and lied before the Court regarding his negotiations with Overstock.com where he falsely claimed on the record that the reason he did not agree to allow Overstock.com to sell the Emerald is that it was demanding very high up front fees from a Bankruptcy Estate with no cash or ability to pay such high up front fees. In response to my demand for copies of the revised contracts, I received from Attorney Hartman 3 such contract drafts from Overstock.com, none of which contain any references to any high up-front costs, contrary to Mr. Hartman's statements on the record.

24. I would like to therefore preserve all my appellate rights and keep my rights to access to all levels of the Courts available to remedy and counter the injustice and have some time to confront some of these matters first hand, knowing well that the Judge has demonstrated such animus and bias that I may want to consider filing Rule 60(b) Motions to vacate any and all void orders in the Bankruptcy Court, in addition to my stated intention to file my Motion in the Santa Clara County Superior Court to Vacate the Judgment against me that was procured *inter alia* by Fraud upon the Court as well as being a Judgment that is Void on its' Face.

24. The Thomas Emerald is currently in the hands of Strimmel Auctioneers whose supporting declaration in support of the sale of the Thomas Emerald is I believe founded upon a pack of lies, and that the whole scheme to sell the Emerald without notice and only favoring creditor Tersini and his Attorney Wayne Silver constitutes illegal collusion in the bidding process and a corruption of the judicial machinery by officers of the Court constituting a Fraud on the Court by the Court itself, a new type of Fraud that elevates Fraud on the Court to an even more egregious level that demands that we live up to our duties as stated by the US Supreme Court in the 1944 In Re: Hazelwood-Atlas decision.

CONCLUSION

25. For the foregoing reasons, Applicants respectfully request that this Court grant them a 60-day extension of time, to and including August 20, 2018, within which to file a petition for writ of certiorari and any other necessary relief.

Dated: January 3rd, 2019.

Respectfully submitted,

Anthony G. Thomas
Anthony G. Thomas
Debtor In Propria Persona

CERTIFICATE OF SERVICE

Pursuant to Rule 29.5 of the Rules of this Court, I certify that all parties required to be served have been served. On June 11, 2018, I caused a copy of this Application for an Extension of Time to File Petition for Writ of Certiorari to be served by first class mail, postage prepaid, and by electronic mail on:

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Counsel for Kenmark Ventures, LLC**

s/
Mick Joseph