No. 19-359

IN THE SUPREME COURT OF THE UNITED STATES

THE LAW OFFICES OF NINA RINGGOLD
AND ALL CURRENT CLIENTS THEREOF
on their own behalves and all similarly
situated persons,
***Petitioners*,**

_____◆_____

On Petition For Writ Of Mandamus To The
United States Court Of Appeals For The Ninth Circuit And To A Lower
Court Judge Acting As A Single-Judge District Court

_____◆_____

VOLUME 4
APPENDIX TO EMERGENCY APPLICATION FOR STAY AND INJUNCTION PENDING DISPOSITION OF PETITION FOR WRIT OF MANDAMUS; PENDING FILING AND DISPOSITION OF RELATED PETITIONS FOR WRIT OF CERTIORARI; AND FOR ISSUANCE OF A CERTIFICATE OF NECESSITY BY THE CIRCUIT JUSTICE

NINA R. RINGGOLD
Counsel of Record
LAW OFFICES OF NINA R. RINGGOLD
17901 Malden St., Northridge, CA 91325
Telephone: (818) 773-2409

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No. 19-359

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EXHIBIT 3

9th Cir. Civ. Case No. 14-56603
USDC Case No. 2:14-cv-03688-R-PLA

IN THE UNITED STATES COURT OF APPEALS

FOR THE NINTH CIRCUIT

ASAP COPY AND PRINT, ALI TAZHIBI dba ASAP COPY AND PRINT, NINA RINGGOLD, ESQ AND THE LAW OFFICES OF NINA RINGGOLD,
Appellants,

v.

JERRY BROWN in his Individual and Official Capacity as Governor of the State of California and in his Individual and Official Capacity as Former Attorney General of the State of California et al.
Appellees.

From the United States District Court for the Central District, The Honorable Manuel Real

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APPELLANTS' SECOND SUPPLEMENTAL EXCERTPS OF RECORD VOLUME 26 (Exhibit 127)

NINA R. RINGGOLD, ESQ.
(SBN (CA) 133735)
LAW OFFICE OF NINA R. RINGGOLD
9420 Reseda Blvd. #361
Northridge, CA 91324
Telephone: (818) 773-2409
Facsimile: (866) 340-4312
Attorney for the Appellants

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Volume 1

Volume 2

11. **Filed: September 15, 2014.** Untimely opposition by County to plaintiffs' motion to vacate, for additional findings, and for stay pending appeal. (Dkt 208, BS 36-41)

12. **Filed: September 10, 2014.** Minute Order taking motion to vacate under submission without oral argument. (Dkt 207, BS 42-43)

13. **Filed: August 11, 2014.** Notice of errata to application for order to seal (Dkt 206, BS 44-47)

14. **Filed: August 11, 2014.** Notice of manual filing (medical/financial information)(Dkt 205, BS 48-49)

15. **Filed: August 8, 2014.** Order denying application to seal. (Dkt 204, BS 50-52)

16. **Filed: August 7, 2014.** Application to seal and proposed order (Dkt 203, BS 53-60)

17. **Filed: August 7, 2014.** Notice of manual filing (Dkt 202, BS 61-62)

18. **Filed: August 7, 2014.** Plaintiffs' motion to vacate, for additional findings, and for stay pending appeal. (Dkt 201, BS 63-84)

19. **Entered: July 15, 2014.** Minute order denying application to file exhibit 7 to declaration on TRO, protective order, and OSC re preliminary injunction and protective order under seal. (Dkt 200, BS 85-86)

20. **Entered: July 14, 2014.** Order denying application to file Exhibit 7 to declaration on TRO, protective order, and OSC re preliminary injunction and protective order under seal. (Dkt 199, BS 87-89)

21. **Filed: July 10, 2014.** Order dismissing complaint without leave to amend and granting motion for rule 11 sanctions. (Dkt 198, BS 90-93)

22. **Filed: July 8, 2014.** Order denying motion to vacate, amend and reconsider the June 30, 2014 order on Motion to Disqualify Judge Manuel Real submitted pursuant to procedures of 28 U.S.C. § 292. (Dkt 197, BS 94-97)

23. **Filed: July 8, 2014.** Plaintiffs' reply to opposition to ex parte application pursuant to 28 U.S.C. § 292 for TRO and OSC re preliminary injunction [28 U.S.C. § 292]; (Dkt 196, BS 98-109)

24. **Filed: July 7, 2014.** Physical signature page to declaration of Ali Tazhibi of ASAP Copy and Print (Dkt 195, BS 110-112)

25. **Filed: July 7, 2014.** Opposition to ex parte application pursuant to 28 U.S.C. § 292 for TRO and OSC re preliminary injunction [28 U.S.C. § 292]; (Dkt 194, BS 113-121)

26. **Filed: July 7, 2014.** Application to seal and proposed order (BS 122-131)

27. **Filed: July 7, 2014.** Revised notice of manual filing (Dkt 193, BS 132-136)

28. **Deleted** (BS 137)

29. **Filed: July 7, 2014.** Notice of Manual Filing of Exhibit 7 to declaration in support of TRO and OSC re preliminary injunction (Dkt 188, BS 138-140)

30. **Filed: July 7, 2014.** Ex Parte application pursuant to 28 U.S.C. § 292 for TRO and OSC re preliminary injunction [28 U.S.C. § 292] (Dkt 189, BS 141-145)

31. **Filed: July 7, 2014.** Memorandum in support of ex parte application pursuant to 28 U.S.C. § 292 for TRO and OSC re preliminary injunction [28 U.S.C. § 292]; (Dkt 189-1, BS 146-164)

32. **Filed: July 7, 2014.** Declarations in support of ex parte application pursuant to 28 U.S.C. § 292 for TRO and OSC re preliminary injunction [28 U.S.C. § 292]; (Dkt 189-2, BS 165-184)

33. **Filed: July 7, 2014.** Proposed Order in support of ex parte application pursuant to 28 U.S.C. § 292 for TRO and OSC re preliminary injunction [28 U.S.C. § 292]; (Dkt 189-3, BS 185-195)

34. **Filed: July 7, 2014.** Proposed Order on OSC in support of ex parte

application pursuant to 28 U.S.C. § 292 for TRO and OSC re preliminary injunction [28 U.S.C. § 292]; (Dkt 189-4, BS 196-205)

35. **Filed: July 7, 2014.** Exhibits Volume 1 - in support of ex parte application pursuant to 28 U.S.C. § 292 for TRO and OSC re preliminary injunction [28 U.S.C. § 292]; (Dkt 190, BS 206-357)

Volume 3

(Exhibit 35 cont. BS 328-357)

36. **Filed: July 7, 2014.** Exhibits Volume 2 – in support of ex parte application pursuant to 28 U.S.C. § 292 for TRO and OSC re preliminary injunction [28 U.S.C. § 292]; (Dkt 191, BS 358-477)

37. **Filed: July 7, 2014.** Exhibits Volume 3 – in support of ex parte application pursuant to 28 U.S.C. § 292 for TRO and OSC re preliminary injunction [28 U.S.C. § 292]; (Dkt 192, BS 478-611)

Volume 4

(Exhibit 37 cont. BS 609-611)

38. **Filed: July 3, 2014.** Motion to vacate, amend and reconsider the June 30, 2014 order on Motion to Disqualify Judge Manuel Real submitted pursuant to procedures of 28 U.S.C. § 292. (Dkt 187, BS 612-679)

39. **Filed: June 30, 2014.** Order Denying Motion Submitted to Chief Judge or Justice under 28 U.S.C. § 292 (b) and (d) by ASAP Copy and Print and Ali Tazhibi to Disqualify Judge Manuel Real. (Dkt 186, BS 680-684)

40. **Filed: June 30, 2014.** The aligned group of defendant persons and entities' reply to plaintiff's opposition to motion to dismiss[1]. (Dkt 185, BS 685-693)

41. **Filed: June 25, 2014.** Minute order of Judge Manual Real taking matters under submission before briefing complete. (Dkt 184, BS 694-696)

42. **Filed: June 23, 2014.** GE's joinder in reply of CFS to motion to

[1] (Bland, Boren, Carter, Casados, Chaparyan, Clarke, Fischer, Ghobrial, Kuhle, Lane, McCullough, McGuire, Mitchell, Scheper, Sortino, Superior Court)

dismiss (Dkt 182, BS 697-705)

43. **Filed: June 23, 2014.** CFS's opposition to plaintiffs' request for judicial. (Dkt 181, BS 706-717)

44. **Filed: June 23, 2014.** CFS's response to plaintiff's motion to strike and opposition to CFS's request for judicial notice. (Dkt 180, BS 718-726)

45. **Filed: June 23, 2014.** CFS's reply to plaintiff Nina Ringgold, Esq. and Law Office of Nina Ringgold's opposition to motion for sanctions. (Dkt 179, BS 727-737)

46. **Filed: June 23, 2014.** CFS's reply to plaintiff Nina Ringgold, Esq. and Law Office of Nina Ringgold's opposition to motion to dismiss. (Dkt 178, BS 738-759)

47. **Filed: June 23, 2014.** CFS's reply to plaintiff ASAP Copy and Print and Ali Tazhibi's opposition to motion to dismiss. (Dkt 177, BS 760-793)

48. **Filed: June 23, 2014.** County's reply to plaintiff's opposition to motion to dismiss. (Dkt 176, BS 794-810)

49. **Filed: June 25, 2014.** Plaintiffs' Joint opposition to motion to dismiss of Brown and Harris (Dkt 183, BS 811-850)

50. **Filed: June 25, 2014.** Plaintiffs' Joint motion to strike and opposition to request for judicial notice of Brown and Harris; and Plaintiffs' request for judicial notice. (Dkt 183-1, BS 851-893)

Volume 5

51. **Filed: June 18, 2014.** Plaintiffs' opposition to motion to dismiss and/or for more definite statement of the County of Los Angeles; Declaration re government claim. (Dkt 171, BS 894-938)

52. **Filed: June 16, 2014.** Plaintiffs' Joint motion to strike and opposition to request for judicial notice of the County of Los Angeles; and Plaintiffs Request for Judicial Notice (Dkt 170, BS 939-977)

53. **Filed: June 16, 2014.** Referral of motion to disqualify Judge Manuel Real. (Dkt 169, BS 978-979)

54. **Filed: June 15, 2015.** Plaintiffs' joint opposition to motion to dismiss of GE (Dkt 167, BS 980-1010)

55. **Filed: June 15, 2015.** Plaintiff ASAP Copy and Print and Ali Tazhibi opposition to motion to dismiss of CFS (Dkt 165, BS 1011-1046)

56. **Filed: June 16, 2015**. Plaintiff Nina Ringgold, Esq., Law Office of Nina Ringgold's opposition to motion to dismiss of CFS (Dkt 168, BS 1046-1071)

57. **Filed: June 15, 2014.** Plaintiff Ringgold (as counsel for ASAP) opposition motion for sanctions of CFS. (Dkt 151, BS 1072-1113)

58. **Filed: June 15, 2014.** Plaintiffs' joint motion to strike and opposition to request for judicial notice of CFS on its motion to dismiss and for sanctions. (Dkt 152, BS 1114-1135)

59. **Filed: June 15, 2015.** Plaintiffs' request for judicial notice. Index and relevant adjudicative facts. (Volumes 1-11, Exhibits 1-44) (Dkt 153, BS 1136-1162)

60. **Filed: June 15, 2015.** Volume 1 of exhibits to plaintiffs' request for judicial notice (Dkt 154, BS 1163-1260)

Volume 6

(Exhibit 60 cont. BS 1174-1260)

61. **Filed: June 15, 2015.** Volume 2 of exhibits to plaintiffs' request for judicial notice (Dkt 155, BS 1261-1301)

62. **Filed: June 15, 2015.** Volume 3 of exhibits to plaintiffs' request for judicial notice (Dkt 156, BS 1301-1338)

63. **Filed: June 15, 2015.** Volume 4 of exhibits to plaintiffs' request for judicial notice (Dkt 157, BS 1339-1382)

64. **Filed: June 15, 2015.** Volume 5 of exhibits to plaintiffs' request for

judicial notice (Dkt 158, BS 1382-1479)

Volume 7

(Exhibit 64 cont. BS 1454-1479)

65. **Filed: June 15, 2015.** Volume 6 of exhibits to plaintiffs' request for judicial notice (Dkt 159, BS 1480-1544)

66. **Filed: June 15, 2015.** Volume 7 of exhibits to plaintiffs' request for judicial notice (Dkt 160, BS 1545-1725)

Volume 8

67. **Filed: June 15, 2015.** Volume 8 of exhibits to plaintiffs' request for judicial notice (Dkt 161, BS 1726-1836)

68. **Filed: June 15, 2015.** Volume 9 of exhibits to plaintiffs' request for judicial notice (Dkt 162, BS 1837-2030)

Volume 9

(Exhibit 68 cont. 2003-2030)

69. **Filed: June 15, 2015.** Volume 10 of exhibits to plaintiffs' request for judicial notice (Dkt 163, BS 2031-2088)

70. **Filed: June 15, 2015.** Volume 11 of exhibits to plaintiffs' request for judicial notice (Dkt 164, BS 2089-2172)

71. **Filed: June 14, 2014.** Motion submitted to Chief Judge or Justice Under 28 U.S.C. § 292 by ASAP Copy and Print & Ali Tazhibi to disqualify Judge Manuel Real; declaration of Ali Tazhibi on his own behalf and on behalf of ASAP Copy and Print; declaration of Counsel of Record (Dkt 145, BS 2173-2220)

72. **Filed: June 14, 2014.** Exhibits Volume 1 – On Motion submitted to Chief Judge or Justice Under 28 U.S.C. § 292 by ASAP Copy and Print & Ali Tazhibi to disqualify Judge Manuel Real; declaration of Ali Tazhibi on his own behalf and on behalf of ASAP Copy and Print; declaration of Counsel of Record (Dkt 146, BS 2221-2351)

Volume 10

(Exhibit 72 cont. BS 2287-2351)

73. **Filed: June 14, 2014.** Exhibits Volume 2 – On Motion submitted to Chief Judge or Justice Under 28 U.S.C. § 292 by ASAP Copy and Print & Ali Tazhibi to disqualify Judge Manuel Real; Declaration of Ali Tazhibi on his own behalf and on behalf of ASAP Copy and Print; declaration of Counsel of Record (Dkt 147, BS 2352-2500)

74. **Filed: June 14, 2014.** Exhibits Volume 3 – On Motion submitted to Chief Judge or Justice Under 28 U.S.C. § 292 by ASAP Copy and Print & Ali Tazhibi to disqualify Judge Manuel Real; Declaration of Ali Tazhibi on his own behalf and on behalf of ASAP Copy and Print; declaration of Counsel of Record (Dkt 148, BS 2501-2690)

Volume 11

(Exhibit 74 cont. BS 2572-2690)

75. **Filed: June 14, 2014.** Exhibits Volume 4 – On Motion submitted to Chief Judge or Justice Under 28 U.S.C. § 292 by ASAP Copy and Print & Ali Tazhibi to disqualify Judge Manuel Real; declaration of Ali Tazhibi on his own behalf and on behalf of ASAP Copy and Print; declaration of Counsel of Record (Dkt 149, BS 2691-2821)

76. **Filed: June 14, 2014.** Exhibits Volume 5 – On Motion submitted to Chief Judge or Justice Under 28 U.S.C. § 292 by ASAP Copy and Print & Ali Tazhibi to disqualify Judge Manuel Real; declaration of Ali Tazhibi on his own behalf and on behalf of ASAP Copy and Print; declaration of Counsel of Record (Dkt 150, BS 2822-2902)

Volume 12

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77. **Filed: June 13, 2014.** Re-Noticed motion to dismiss and Request for Pre-Filing Order before Judge Manuel Real (CBS)(Dkt 144, BS 2903-3093)

A. Motion (Dkt 47)(BS 2908-2927)
B. Request for Judicial Notice (Dkt 48)(BS2928-3093)

78. **Filed: June 11, 2014.** Re-Noticed motion to dismiss (Brown/Harris) before Judge Manuel Real (Dkt 143, BS 3094-3444)
A. Motion (Dkt 131)(BS 3098-3126)

Volume 13

(Exhibit 78 cont. Section B)
B. Request for Judicial Notice (Dkt 132)(BS 3127-3444)

Volume 14

(Exhibit 78 cont. Section B, BS 3412-3444)

79. **Filed: June 10, 2014.** Re-Noticed motion to dismiss before Judge Manuel Real (GE)(Dkt 141,3445-3466)
A. Motion (Dkt 133)(BS 3472-3466)

80. **Filed: June 6, 2014.** Re-Noticed motion to dismiss and for more definite statement before Judge Manuel Real (County)(Dkt 140, BS 3467-3580)
A. Motion (Dkt 37)(BS 3472-3494)
B. Request for Judicial Notice (Dkt 38)(3495-3571)
C. Errata (Dkt 46)(BS 3572-3580)

81. **Filed: June 5, 2014.** Re-Noticed motion to dismiss before Judge Manuel Real by an aligned group of defendant persons and entities (Dkt 139, BS 3581-4118)
A. Motion (Dkt 39)(BS 3586-3622)
B. Request for Judicial Notice (Dkt 41)(BS3623-4118)

Volume 15

(Exhibit 81 cont. BS 3696-3979)

Volume 16

(Exhibit 81 cont. BS 3980-4118)

82. **Filed: June 5, 2014.** Re-Noticed motion for sanctions before Judge Manuel Real (CFS) (Dkt 137, BS 4119-4662)

A. Motion (Dkt 79)(BS 4126-4157)
B. Declaration (Fairley) (Dkt 80)(BS 4158-4174)
C. Declaration (Alper) (Dkt 81)(BS 4175-4185)
D. Request for Judicial Notice (Dkt 82)(BS 4186-4662)

Volume 17

(Exhibit 82 cont. BS 4263-4546)

Volume 18

(Exhibit 82 cont. BS 4547-4662)

83. **Filed: June 5, 2014.** Re-Noticed motion to dismiss before Judge Manuel Real(CFS)(Dkt 136, BS 4663-5277)

A. Motion (Dkt 49)(BS 4670-4796)
B. Request for Judicial Notice (Dkt 52)(BS 4797-5277)

Volume 19

(Exhibit 83 cont. BS 4924-5207)

Volume 20

(Exhibit 83 cont. BS 5208-5277)

84. **Filed: June 4, 2014.** Order re transfer pursuant to General Order 14-03 (related cases) prepared by clerk Robert Nadres. Transfer of case to Judge Manuel Real- Without any party filing a notice of related cases in the Central District, without a jointly signed voluntary transfer order, without a recusal order of Judge Ronald S. W. Lew, and without a carbon copy to assigned Judge Ronald S. W. Lee. (Dkt 135, BS 5278-5279)

85. **Filed:** June 4, 2014. Re-Noticed motion to dismiss (County) before Judge Ronald S. W. Lew (Dkt 134, BS 5280-5284)

86. **Filed:** June 2, 2014. Re-Noticed motion to dismiss (GE) before Judge Ronald S. W. Lew (Dkt 133, BS 5285-5298)

87. **Filed:** June 2, 2014. Re-Noticed motion to dismiss (Brown and Harris) before Judge Ronald S. W. Lew (Dkt 131, BS 5299-5327)

88. **Filed: June 2, 2014.** General Order No. 14-03 (Supersedes General Order No. 08-05 and all other General Orders Regarding Assignment of Cases and Duties to Judges and allocating Cases Among the Divisions of the Court)-United States District Court for the Central District of California (BS 5328-5353)

89. **Filed: May 30, 2014.** Order to reassign case due to self-recusal pursuant to General Order 08-05. Case transferred from Judge Otis D. Wright II to calendar of Judge Ronald S. W. Lew for all further proceedings. (Dkt 130, BS 5354-5355)

90. **Filed: May 29, 2014.** Order returning case for reassignment by Judge Marian R. Pfaelzer. Case returned to clerk for random reassignment pursuant to General Order 08-05. Case reassigned to Judge Otis D. Wright II for all further proceedings. (Dkt 128, BS 5356-5357)

91. **Filed: May 22, 2014.** Order to reassign case due to self-recusal pursuant to General Order 08-05 by Judge Dolly Gee. Case transferred from Judge Dolly Gee to calendar of Judge Marian R. Pfaelzer for all further proceedings. (Dkt 127, BS 5358-5359)

92. **Filed: May 21, 2014.** Notice of assignment to District Court Judge Dolly Gee. (Dkt 125, BS 5360-5361)

93. **Filed: May 21, 2014.** Order to reassign case due to self-recusal pursuant to General Order 08-05 by Judge Dean D. Pregerson. Case transferred from Judge Pregerson to calendar of Judge Dolly Gee for all further proceedings. (Dkt 123, BS 5362-5363)

94. **Filed: May 14, 2014.** Notice of receipt of case transferred from Northern District to Central District and assignment to Judge Dean Pregerson (Dkt 124, BS 5364-5365)

95. **Filed: May 8, 2014.** Letter from clerk of court of the United States

District Court for the Northern District transferring case to the Los Angeles Superior Court for the County of Los Angeles (Dkt 121, BS 5366-5367)

96. **Filed: May 7, 2014.** Order by Judge Charles Breyer granting motion to change venue and transferring case from United States District Court for the Northern District to the United States District Court for the Central District (Dkt 120, BS 5368-5369)

97. **Filed: May 6, 2014.** Order resetting hearings on motion to change venue with other motions (Dkt 119, BS 5370-5372)

98. **Filed: April 21, 2014.** Ex parte application to modify hearing date and briefing schedule and accommodation for disability; Declaration, proposed order (Dkt 99, 99-1, BS 5373-5387)

99. **Filed: April 21, 2014.** Exhibits Volume 1 to Ex parte application to modify hearing date and briefing schedule and accommodation for disability; Declaration, proposed order (Dkt 99-2, BS 5388-5440)

100. **Filed: April 21, 2014.** Exhibits Volume 2 to Ex parte application to modify hearing date and briefing schedule and accommodation for disability; Declaration, proposed order (Dkt 100, BS 5441-5635)

Volume 21

(Exhibit 100 cont. BS 5636-5635)

101. **Filed: April 21, 2014.** Exhibits Volume 3 to Ex parte application to modify hearing date and briefing schedule and accommodation for disability; Declaration, proposed order (Dkt 100, BS 5636-5693)

102. **Filed: April 8, 2014.** Joinder in re-noticed motion to change venue (Dkt 92, BS 5694-5699)

103. **Filed: April 2, 2014.** Order to reassign case due to recusal of Judge Maxine M. Chesney. Case transferred from Judge Maxine M. Chesney to Judge Charles Breyer for all further proceedings. (Dkt 83, BS 5700-5701)

104. **Filed: April 1, 2014.** Order of recusal of judge Maxine M. Chesney

(Dkt 78, BS 5702-5703)

105. **Filed: March 25, 2014.** Amended Notice of Motion to Change Venue. (Dkt 71, BS 5704-5707)

106. **Filed: March 20, 2014.** Amended order of recusal of Judge Susan Illston. (Dkt 66, BS 5708-5709)

107. **Filed: March 18, 2014.** Substitution of counsel (Dkt 64, BS 5710-5715)

108. **Filed: March 18, 2014.** Order to reassign Case due to recusal of Judge Susan Illston. Case transferred from Judge Judge Susan Illston to Judge Maxine M. Chesney for all further proceedings. (Dkt 63, BS 5716-5717)

109. **Filed: March 18, 2014.** Order of recusal of Judge Susan Illston (Dkt 62, BS 5718-5719)

110. **Filed: March 14, 2014.** Case Management Statement (Dkt 60, BS 5720-5736)

111. **Filed: February 27, 2014.** Order granting plaintiffs' motion for enlargement of time and modified briefing schedule. (Dkt 59, BS 5736-5740)

112. **Filed: February 21, 2014.** Reply to Response to Motion for Extension of Time To File Opposition (Dkt 58, BS 5740-5747)

113. **Filed: February 21, 2014.** Response to Motion for Extension of Time to File Opposition. (Dkt 57, BS 5748-5757)

114. **Filed: February 21, 2014.** Plaintiffs' Motion For Extension of Time To File Opposition. (Dkt 56, BS 5758-5801)

Volume 22

(Exhibit 114 cont. BS 5775-5801)

115. **Filed: February 20, 2014** Certification of Interested Entities (Dkt 55, BS 5802-5805)

116. **Filed: February 20, 2014.** Certification of Interested Entities. (Dkt 53, BS 5806, 5810)

117. **Deleted** (BS 5811)

118. **Filed: February 19, 2014.** Certification of Interested Entities (Dkt 50, BS 5812-5819)

119. **Filed: February 13-14, 2014.** Motion to change venue, request for judicial notice, Errata by an aligned group of defendant persons and entities (Dkt 40, 41, BS 5820-6327)

Volume 23

(Exhibit 119 cont. BS 6059-6327)

120. **Filed: January 21, 2014.** Order to reassign case due to recusal of Judge Jon S. Tigar. Case transferred from Judge Jon S. Tigar to Judge Susan Illston for all further proceedings. (Dkt 25, BS 6328-6329)

121. **Filed: January 17, 2014.** Order of recusal of Judge Jon S. Tigar. (Dkt 23, BS 6330-6331)

122. **Filed: January 2, 2014.** Case transferred from Magistrate Judge Kandis A. Westmore to Judge Jon S. Tigar for all further proceedings. (Dkt 11, BS 6332-6333)

123. **Filed: December 31, 2013.** Certificate of interested entities. (Dkt 5, BS 6334-6338)

Volume 24

124. **Filed: October 4, 2013.** Complaint (with jury demand) filed in the United States District Court for the Northern District of California. (Dkt 1, BS 6339-6400)

125. **Filed: Docket as October 2, 2014.** (BS 6401-6431)

SUPPLEMENTAL EXCERPTS OF RECORD

Volume 25

126. **Filed: June 20, 2014.** Plaintiffs' opposition to Aligned Defendants Motion to Dismiss; Plaintiffs' Motion to Strike and Opposition to Request for Judicial Notice of Aligned Defendants. (Dkt 175, BS 6432-6547)

SECOND SUPPLEMENTAL EXCERPTS OF RECORD

Volume 26

127. Exhibit 7 To Ex Parte Application For Temporary Restraining Order, Protective Order And On Issuance Of Order To Show Cause Re Preliminary Injunction (Redacted version at Excerpts of Record Vol 2 BS 265-327) (BS 6547-6611)
Lodged: July 7, 2014

EXHIBIT 127

Note:
App. Excerpts of Record Vol 1-24 , Exhibits 1 to 125
App. Supplemental Excerpts of Record Vol 25, Exhbit 126
App. Second Supplemental Excerpts of Record Vol 26, Exhibit 127

EXHIBIT 7

0058

CONFIDENTIAL

PROGRAM AND SERVICING AGREEMENT

By and between

CANON FINANCIAL SERVICES INC.

And

Mellon leasing corporation

Closing Date:

PROGRAM AND SERVICING AGREEMENT
by and between
CANON FINANCIAL SERVICES, INC.
and
MELLON LEASING CORPORATION

CONFIDENTIAL

Closing Date: April 28, 2000

Closing Checklist

I. Parties

A. Canon Financial Services, Inc.	"Agent"
B. Mellon Leasing Corporation	"Mellon"
C. Dorsey & Whitney LLP (Canon's counsel)	"Dorsey"

II. Documents

1. Program and Servicing Agreement
2. UCC-1 Financing Statement to be filed with New Jersey Secretary of State
3. Certificate of Incorporation of CFS certified by the New Jersey Secretary of State
4. Certificate of Incorporation of Mellon certified by the Pennsylvania Secretary of State
5. Certificate of Good Standing of CFS issued by the New Jersey Secretary of State
6. Certificate of Good Standing of Mellon issued by the Pennsylvania Secretary of State
7. CFS's Secretary's Certificate certifying as to incumbency of authorized officer and bylaws
8. Mellon's Secretary's Certificate certifying as to incumbency of authorized officer and bylaws
9. Opinion of CFS's Counsel
10. Opinion of Mellon's Counsel
11. CFS's Officer's Certificate certifying as to representations and warranties
12. Mellon's Officer's Certificate certifying as to representations and warranties
13. Letter of Awareness

0060

CONFIDENTIAL

PROGRAM AND SERVICING AGREEMENT

This Program and Servicing Agreement ("Agreement") dated as of April 28, 2000, is entered into by and between Cannon Financial Services, Inc., a New Jersey corporation ("CFS"), and Mellon Leasing Corporation, a Pennsylvania corporation ("Mellon").

WITNESSETH:

Whereas, CFS desires to sell and assign to Mellon and Mellon desire to purchase from CFS from time to time (i) CFS's rights as lessor under certain leases of equipment and (ii) CFS's ownership interest or security interest, as applicable, in the equipment subject to such leases;

NOW, THEREFORE, in consideration of the terms and conditions herein contained, the parties hereto hereby agree as follows:

SECTION 1. Definitions. As used herein, the following terms shall have the meanings set forth below:

1.1 "Assigned Lease": A Lease the Rights under which have been assigned to Mellon pursuant to the provisions of this Agreement.

1.2 "Assigned Lessee": A Lessee under an Assigned Lease.

1.3 "Bulk Purchase": A purchase by Mellon of ten or more Eligible Leases which have been bundled by CFS in one grouping for the purpose of review and funding.

1.4 "Business Day": Any day (other than a Saturday, Sunday or legal holiday in the State of Pennsylvania) on which banks are permitted to be open in Philadelphia, Pennsylvania.

1.5 "CFS Account": Account No. 21000 122 16308 of CFS at First Union National Bank.

1.6 "CFS Lockbox Agreement": The Agreement between CFS and First Union National Bank dated as of January 27, 1992, related to the Joint Lockbox.

1.7 "Closing Date": Each date on which specific Rights are assigned from CFS to Mellon, as evidenced by the delivery to Mellon from CFS of an Instrument of Assignment related thereto.

1.8 "Competitive Business": The business of manufacturing, selling and/or leasing office equipment and/or photographic equipment within the United States of America.

1.9 "Delinquent Lease": An Assigned Lease with respect to which any payments thereunder are at least sixty days past due.

1.10 "Effective Date": April 28, 2000.

1.11 "Eligible Lease": Any existing Lease or Proposed Lease covering Equipment with an Original Acquisition Cost of at lease $1,000 (unless otherwise agreed to in writing by Mellon and CFS).

1.12 "Equipment": Any and all equipment covered by a Lease and to be used in the United States of America.

1.13 "Governing Authority": Any nation or government, any federal, state, city, town, municipality, county, local or other political subdivision thereof or thereto and any department, commission, board, bureau, instrumentality, agency or other entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government.

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1.14. "Instrument of Assignment": An Invoice and Instrument of Assignment in the form of Exhibit A.

1.15 "Joint Lockbox": The post office lockbox in the name of CFS and under the control of First Union National Bank into which payments are made by customers of CFS to CFS under Leases and similar agreements.

1.16 "Lease": An equipment lease agreement or rental agreement with respect to which CFS is the lessor of Equipment and which agreement may contain fixed price purchase options for the Equipment.

1.17 "Lessee": A lessee of Equipment under the Lease.

1.18 "Lessee Rights": The rights of an Assigned Lessee under an Assigned Lease.

1.19 "Liens": Security interests, liens, encumbrances or rights of others.

1.20 "Non-Program Lease": As defined in Section 10.1(2).

1.21 "Obligations": As defined in Section 9.

1.22 "Original Acquisition Cost": The total purchase price paid for Equipment subject to a Lease by CFS (inclusive of reasonable delivery and installation charges, sales and other taxes and any commission or fee paid with respect to such Equipment by CFS), as evidenced by the invoice for such Equipment, plus any buyout or upgrade amount with respect to pre-existing leases or rental agreements paid in connection with such Lease.

1.23 "Payment Date": The date specified in an Assigned Lease on which periodic rental, tax and other payments are due and owing by the Assigned Lessee.

1.24 "Proposed Lease": Any Lease CFS proposes to enter into as lessor of Equipment and covering Equipment with an Original Acquisition Cost of at lease $1,000.

1.25 "Residual Value": The amount equal to the applicable percentage set forth on Schedule 2, multiplied by the Original Acquisition Cost, but not to exceed any fixed price purchase option in such Assigned Lease for such Equipment.

1.26 "Rights": All of CFS's rights, powers and remedies and none of CFS's obligations as a lessor under a Lease, together with any guaranties in factor of CFS for payment of obligations under such Lease and any collateral security granted to CFS to secure the performance of the Lessee's obligations under such Lease, and all of CFS's right, title, and interest in and to the Equipment related to such Lease, whether as owner or as holder of a perfected security interest therein and to the extent not assigned to the Lessee under such Lease, all of CFS's rights under warranties by the suppliers or manufacturers of Equipment covered by such Lease.

1.27 "Subsidiary Dealer": An equipment dealer that is a subsidiary of Canon U.S.A., Inc. A list of Subsidiary Dealers as of the date hereof is attached hereto as Schedule 11. CFS may, by written notice to Mellon, amend Schedule 11 at any time to add or delete Subsidiary Dealers.

1.28 "Subsidiary Lease": A Lease covering Equipment supplied by a Subsidiary Dealer.

1.29 "Taxes": Any sales taxes, use taxes, property taxes, excise taxes, or other taxes, levies, duties, charges, fees or assessments imposed by any Governmental Authority which an Assigned Lessee is required to pay, or for which an Assigned Lessee is required to provide reimbursement under the terms of an Assigned Lease.

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SECTION 2 Assignments.

2.1 CFS Offer. On and after the Effective Date, CFS may offer to assign to Mellon all of CFS's Rights with respect to specified Eligible Leases. CFS shall make such offer of assignment by promptly forwarding to Mellon (i) for each Eligible Lease, a credit application from the actual or prospective Lessee in the form of Exhibit B attached hereto (or such other credit application form as the parties may from time to time designate), and (ii) for each Eligible Lease which is not a Proposed Lease, copies of the completed lease documentation for such Lease, together with all relevant credit information pertaining to such Eligible Lease, including without limitation, Dunn & Bradstreet reports, if in possession of CFS, and all bank, financial and trade supplier references, if in possession of CFS.

2.2 Mellon Review. Mellon will review the documentation submitted for each Eligible Lease and will use its reasonable best efforts to provide CFS with credit approval or denial for each Eligible Lease within two hours (excluding time outside Mellon's normal business hours) for Leases with an Original Acquisition Cost of $50,000 or less, and within four hours (excluding time outside Mellon's normal business hours) for Leases with an Original Acquisition Cost of more than $50,000, provided that the application for a Proposed Lease and the application and documentation for any other Eligible Lease are complete and contain all required supporting information. With respect to a proposed Bulk Purchase, Mellon will review the documentation submitted for each Eligible Lease contained in such proposal and will use its reasonable best efforts to provide CFS with credit approval or denial for each Eligible Lease contained in the proposal within thirty (30) days of receipt of all the documentation and supporting information required under subsection 2.1 above.

2.3 Credit Approvals. All credit approvals and denials will be in writing and will be sent to CFS by facsimile at the following number: (609) 387-3384. Credit approvals for Proposed Leases will contain all terms of the approval including documents, guaranties, residual positions, required up front payments and any other relevant data. All credit approvals will be valid for 90 days, unless the applicable Lessee becomes the subject of a bankruptcy, insolvency or other similar proceeding, is dissolved or liquidated or makes an assignment for the benefit of creditors. Subject to the preceding sentence, Mellon's credit approval of an Eligible Lease shall be deemed to constitute Mellon's commitment to accept and pay for an assignment of Rights relating to such Eligible Lease upon Mellon's receipt of all required documentation for such Eligible Lease together with a completed Instrument of Assignment. Each of the parties hereto will provide the other party with prompt notice of any material adverse change in the financial condition, operations or properties of any Lessee for which Mellon has issued a credit approval.

2.4 Credit Denials. If Mellon denies credit approval for an Eligible Lease or fails to provide a credit decision within one (1) Business Day of submission of a credit application for Leases with an Original Acquisition Cost of $50,000 or less, within two (2) Business Days of submission of a credit application for Leases with an Original Acquisition Cost of more than $50,000, or within thirty (30) days of submission of a credit application related to a proposed Bulk Purchase, CFS may terminate its offer to assign its Rights with respect to the Eligible Lease and assign such Eligible Lease to a third party of seek alternative financing for such Eligible Lease.

2.5 Security Interest. CFS hereby grants a security interest to Mellon in and to all of CFS's right, title and interest in and to the Rights related to Assigned Leases assigned to Mellon under the Agreement as security for the payment and performance of al obligations of CFS under this Agreement.

SECTION 3. Documentation.

3.1 Mellon Documentation Requests. All Assigned Leases shall be documented on CFS's forms set forth on Exhibit C attached hereto, which forms include a Lease, personal guaranty (if applicable), delivery and acceptance certificate (if required pursuant to Section 3.3) and Uniform Commercial Code financing statements ("UCC's") covering the Equipment related to the Assigned Lease

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and all proceeds and products thereof (if required pursuant to Section 3.2), and which forms are subject to modifications by CFS upon prior written notice to Mellon. CFS shall be responsible for filing executed UCC's on a timely basis in such jurisdictions so as to provide a perfected security interest in the Equipment for CFS, and by virtue of the assignment of Rights to Mellon, for Mellon, and for billing and collecting any filing fees from the Assigned Lessee. CFS will forward to Mellon the original, completed documentation for each Lease (other than the UCC's, copies of such shall be forwarded to Mellon within ten (10) Business Days after receipt thereof by CFS from the filing office) (i) promptly upon acceptance of the Equipment related to the Proposed Leases by the Lessees if credit approval was granted before the Equipment had been accepted by the Lessees and (ii) promptly upon notification that credit approval has been granted with respect to other Eligible Leases; provided, however, that with respect to any Assigned Lease which consists of a schedule subject to a master lease agreement, CFS shall forward a copy of the master lease agreement along with the original schedule. CFS shall not relinquish possession of the original of any such master lease agreement without the prior consent of Mellon unless such original master lease agreement is being transferred to Mellon.

3.2 Financing Statements. Notwithstanding anything herein to the contrary, Mellon acknowledges that CFS shall not be required to file (or have filed) UCC's covering Equipment related to an Assigned Lease where the Original Acquisition Cost for such Equipment was less than:

(a) $50,000 (for fair market purchase options);
(b) $50,000 (for fixed price purchase options, exclusive of $1.00 purchase options); and
(c) $20,000 (for $1.00 purchase options).

All such required UCC filings may, to the extent permitted by applicable law, be signed by CFS on behalf of an Assigned Lessee pursuant to a power of attorney clause contained in such Assigned Lease.

3.3 Delivery and Acceptance Certificate. For Subsidiary Leases, CFS may forward to Mellon, along with all other documentation required under Section 3 of this Agreement (but exclusive of the delivery and acceptance certificate), a completed verbal delivery and acceptance form in the form mutually acceptable to CFS and Mellon. CFS affirmatively covenants that its lease booking process will include a verbal verification with each Assigned Lessee to confirm the delivery and acceptance of the related equipment and nothing herein shall be deemed to prevent Mellon from verbally re-verifying an Assigned Lessee's verbal confirmation prior to Mellon funding CFS for a Subsidiary Lease. CFS agrees it will not submit any Lease to Mellon for purchase without a delivery and acceptance certificate if it has knowledge of a material dispute existing between CFS and/or the applicable equipment dealer and the Lessee. In the event an Assigned Lessee of a Subsidiary Lease submitted for purchase hereunder without a delivery and acceptance certificate fails to make its first two (2) periodic rental payments due under such lease (exclusive of any advance payments or security deposits) and asserts that it never accepted or rejected the related equipment, and further provided that CFS is unable to subsequently delivery to Mellon a delivery and acceptance certificate signed by such Assigned Lessee, CFS will promptly repurchase such Subsidiary Lease for the amount described in Section 14. Mellon shall accept the risk of non-acceptance with respect to any Subsidiary Lease after the applicable Assigned Lessee has made two (2) periodic rental payments thereunder (exclusive of any advance payments or security deposits).

SECTION 4. Purchase Price for Rights; Effective Date of Assignment. The purchase price for Rights under an Assigned Lease shall be equal to (i) the present value of the periodic rental payments, (as shown under the "Lease Payment" box on such Lease) and, in the case of any Subsidiary Lease in connection with which CFS pays or agrees to pay the Subsidiary Dealer in advance for an assignment of maintenance charges, the present value of such maintenance charges, not yet due under such Lease, discounted in accordance with the discount rate table attached as Schedule 1 hereto, plus, (ii) the present value of the Residual Value of such Equipment, determined in accordance with the residual rate table attached as Schedule 2 hereto and discounted using the rate determined pursuant to Schedule 1 hereto. Mellon will not make any payment to CFS with respect to advance rental payments or documentation fees collected by CFS. CFS may retain such advance rental payments and

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documentation fees for its own account. Each Instrument of Assignment for an Assigned Lease shall include a calculation of the purchase price for the related Rights. The purchase price shall be calculated using the rates in effect on the date the Assigned Lease is booked by CFS, as long as Mellon receives the Instrument of Assignment for such Assigned Lease within three (3) Business Days thereafter. Mellon shall pay CFS for such Rights by electronic funds transfer of immediately available funds to the CFS Account not later than the second Business Day after receipt of such Instrument of Assignment, provided that lease documentation related to such purchased Rights has been received by Mellon in accordance with the provisions of Section 3 above, and CFS has not indicated that it will be unable to make the representations and warranties deemed to be made on the relevant Closing Date pursuant to Section 13.1. The Closing Date for each assignment of Rights hereunder shall be the date of the receipt of such documentation by Mellon. Notwithstanding anything to the contrary contained in the Agreement, CFS agrees to use its reasonable best efforts to bundle the delivery of all documentation related to Eligible Leases which have been approved by Mellon pursuant to a proposed Bulk Purchase, so that the Closing Date for such Leases shall, to the extent possible, be the same date.

SECTION 5 General Billing and Administration of Leases.

5.1. Affirmative Covenants of CFS. CFS covenants and agrees:

(1) to maintain computerized records with respect to the Assigned Leases and Assigned Lessees in accordance with its standard policies and procedures for leases held for its own account;

(2) to maintain adequate staff and telecommunications, computer and other data processing equipment (i) to service the portfolio of Assigned Leases, (ii) to handle billing inquiries, complaints and requests for other information from Assigned Lessees in a timely and businesslike manner and in accordance with CFS's procedures for Leases held for CFS's own account and (iii) to implement address and other changes in the Assigned Lessees' records;

(3) to send an invoice, not later than seventeen (17) days prior to each Payment Date under each Assigned Lease to each Assigned Lessee under such Assigned Lease for all amounts owing under such Assigned Lease on the next Payment Date;

(4) (i) to maintain the Joint Lockbox for the receipt of payments under Assigned Leases and other Leases and similar agreements;

(ii) to direct the Assigned Lessees to remit all payments due under the Assigned Leases and the return portion of the lease invoices to the Joint Lockbox;
(iii) to provide Mellon with a computer tape or a three and one-half inch diskette (in a fixed length file format) on the fifth, fifteenth and twenty-fifth days of each calendar month (provided that if any such date is not a Business Day, on the next succeeding Business Day) itemizing the cash application of receipts and other matters set forth on Schedule 3 attached hereto;
(iv) to provide Mellon with the reports listed on Schedule 4 attached hereto;
(v) to code each invoice related to an Assigned Lease in a manner so as to differentiate between payments pertaining to Assigned Leases and other payments received in the Joint Lockbox;
(vi) to notify Mellon immediately if First Union National Bank provides CFS with any notice of its intention to terminate the CFS Lockbox Agreement;
(vii) neither to create nor suffer to exist any lien or encumbrance on the Joint Lockbox itself or on the payments under the Assigned Leases deposited therein; provided, that CFS may create or suffer to exist liens or encumbrances on amounts deposited in the Joint Lockbox that are not payments under the Assigned Leases;
(viii) not to make any changes in its instructions to Assigned Lessees regarding payments to be made under Assigned Leases without the prior written consent of

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Mellon; provided, however, that in order to monitor more closely and enhance the collection of certain delinquent Assigned Leases, CFS may instruct the Assigned Lessees under such Assigned Leases to remit payments directly to CFS prior to the exercise by Mellon of its remedies under Section 18.5, provided that the aggregate amount of payments remitted directly to CFS as provided in this Section 5.1(4)(viii) is not a material portion of the total payments under all Assigned Leases;

(ix) to hold all payments made under Assigned Leases in trust for Mellon and to remit those payments to Mellon one Business Day after receipt by CFS of such funds by means of ACH transfer to:

Bank: Mellon Bank
City, State: Pittsburg, PA
ABA #: 043000261
Account Name: Mellon Leasing Corporation
Account #: 030-7045

or to such other bank or account as Mellon may from time to time designate;

(x) with respect to any payments rejected from the Joint Lockbox for any reason, including but not limited to any inability to match a payment with an invoice amount, CFS will use its best efforts to research the appropriate application of such rejected payments on the day it receives information concerning such payments from First Union National Bank (which is normally one Business Day after receipt into the Joint Lockbox) and for all amounts determined to be payments for Assigned Leases, such amounts will be remitted to Mellon by the means specified in Section 5.1(4)(ix) no later than one Business Day after such determination is made.

(xi) to prepare and remit to Mellon daily by fax (Attn: Accounts Receivable at 847-615-2539) or by electronic date interface (Attn: T. Culleton at culleton.t1@mellon.com), or to such recipient as Mellon may from time to time designate, a cash application report which details all payments received into the Joint Lockbox and the resulting cash applications (whether for Assigned Leases, other Leases or similar agreement, or otherwise) for payments received into the Joint Lockbox on the previous Business Day (the form of such cash application report shall be mutually acceptable to CFS and Mellon); and

(xii) to permit Mellon upon five Business Days' prior notice to (i) examine and make copies of and abstract from all books, records and documents (including, without limitation, computer tapes and records) relating to any Assigned Lease; and (ii) to visit the offices and properties of CFS for the purpose of examining such materials described in clause (i) above;

(5) (i) to bill the Assigned Lessee under each Assigned Lease on the invoices to be sent pursuant to Section 5.1(3) for any sales or use taxes due and payable on a monthly or other periodic basis with respect to the related Equipment or the rental payments due under such Assigned Lease;

(ii) to bill the Assigned Lessee under each Assigned Lease on the invoices to be sent pursuant to Section 5.1(3) for any property taxes due and payable with respect to the related Equipment during the term of such Assigned Lease or estimates thereof, such taxes or estimates to be determined and paid by CFS on behalf of Mellon (with any related fees under the Assigned Lease to be retained by CFS);

(iii) in the case of the early termination of any Assigned Lease or the upgrade of the Equipment subject to an Assigned Lease in accordance with the provisions of Section 7, to collect from the Assigned Lessee together with the termination or upgrade payment to be made by the Assigned Lessee, an amount equal to any property taxes estimates by CFS, on behalf of Mellon, to be payable with respect to the Equipment subject to such terminated or upgraded Assigned Lease and allocable to the period from the last tax assessment date through the date of such termination or upgrade;

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(iv) to bill and collect from each Assigned Lessee, on behalf of Mellon, any other Taxes due and payable; and

(v) to provide Mellon with any documentation requested by Mellon to verify the tax-exempt status of payments received under an Assigned Lease;

(6) to effect UCC continuation filings to the extent necessary to maintain a perfected security interest in the Equipment covered by each Assigned Lease (but only to the extent such Assigned Lease originally required the filing of a UCC Financing Statement pursuant to Section 3 above) on behalf of Mellon and to bill and collect the expenses related thereto from the Assigned Lessee under such Assigned Lease;

(7) to advise Mellon of casualty to, theft of, or other loss of any Equipment under Assigned Leases to the best knowledge of CFS;

(8) to advise Mellon promptly of all material information CFS receives concerning the Assigned Leases, including, but not limited to (i) the commencement of bankruptcy proceedings by or against, any Assigned Lessee, (ii) the dissolution or liquidation of any Assigned Lessee, (iii) the appointment of a receiver, trustee, liquidator or conservator for any Assigned Lessee, (iv) any bulk transfer of the assets of any Assigned Lessee, and (v) any assignment by an Assigned Lessee for the benefit of its creditors;

(9) to credit payments under Assigned Leases in accordance with the cash application guidelines set forth on Schedule 5 attached hereto unless the Assigned Lessee specifies in writing or otherwise clearly indicates a different application, in which case the Assigned Lessee's instructions will be complied with;

(10) to cooperate with Mellon in conducting verifications of the existence of Equipment in the name of CFS and in accordance with Mellon's policies for conducting such verifications applicable to leases originated by Mellon and held for Mellon's own account and at the sole expense of Mellon;

(11) except as otherwise specified in this Agreement, to administer the Assigned Leases in accordance with the policies and procedures for Leases held for CFS's own account;

(12) to provide Mellon with: (a) if Canon U.S.A., Inc. or one of its affiliates shall beneficially own a majority of the outstanding voting securities of CFS, on or before January 30 of each year, a letter of awareness substantially in the form of Exhibit K hereto or (b) if Canon U.S.A., Inc. or one of its affiliates shall no longer beneficially own a majority of the outstanding voting securities of CFS, (i) within 90 days after the end of each of CFS's fiscal years, a copy of CFS's financial statements for such fiscal year, prepared in accordance with generally accepted accounting principles, and (ii) within 45 days after the end of each of CFS's fiscal quarters (except its fiscal year-end), a copy of its financial statements for such fiscal quarter, prepared in accordance with generally accepted accounting principles, in both cases, certified by CFS's controller as fairly presenting the financial position and results of operations of CFS; and

(13) CFS shall retain all security deposits and advance payments received by it under Assigned Leases in trust, for the benefit of Mellon, in accordance with CFS's usual practices for holding security deposits and advance payments for Lessees.

(14) If CFS becomes aware of any fraud or misrepresentation on the part of the equipment dealer selling any Equipment to be leased pursuant to an Assigned Lease before CFS purchases such Equipment, CFS shall decline to purchase such Equipment or enter into the Assigned Lease and notify Mellon thereof.

5.2 Negative Covenants of CFS. CFS covenants and agrees that it shall not

(1) except in accordance with Mellon's written instructions, settle any insurance claims relating to insurance maintained by an Assigned Lessee with respect to any casualty to, theft of, or other loss of any Equipment for less than the amount determined by reference to Schedule 7 or apply any insurance proceeds relating thereto;

(2) except as expressly permitted by Section 5 below, modify or waive any provision of any Assigned Lease without the prior written consent of Mellon; and

(3) grant or create any Lien or security interest upon an Assigned Lease or any Equipment covered thereby other than any Lien on Equipment in favor of CFS and assigned to Mellon.

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5.3 Quiet Enjoyment. Neither CFS nor Mellon shall improperly interfere with any Assigned Lessee's right to quiet enjoyment of Equipment covered by an Assigned Lease.

5.4 Administration in the Name of CFS. CFS has the right to use its own letterhead and statement format for all communications with Assigned Lessees, and shall not be required to use any letterhead other than its letterhead for such communications. CFS shall not be required to inform any Assigned Lessee of an assignment of the respective Assigned lease and Rights thereunder to Mellon prior to any default by an Assigned Lessee or CFS or a termination of the Agreement which gives rise to Mellon's right to assume administration in respect of such Assigned Lease. Mellon shall not contact any Assigned Lessee other than through CFS or advise any Assigned Lessee of the transfer of such Assigned Lease and Rights to Mellon unless there shall have occurred a default by such Assigned Lessee or CFS or a termination of this Agreement, which gives rise to Mellon's right to assume administration in respect of such Assigned Lease. Any communication by Mellon to any Assigned Lessee under a Delinquent Lease of which it has assumed administrative responsibility, or any exercise of rights to Mellon with respect to any such Delinquent Lease, shall be done solely in the name of Mellon and not in the name of CFS.

5.5 Schedules Subject to Master Lease Agreement. In the event that any Assigned Lease consisting of a schedule is subject to a master lease agreement and such master lease agreement covers one or more schedules, the Rights under which have not been assigned to Mellon ("Retained Leases"), if an event of default occurs under a Retained Lease, Mellon may not exercise default remedies with respect to such Assigned Lease unless an event of default other than a cross-default to such Retained Lease occurs under such Assigned Lease.

5.6 Lockbox Provisions. CFS shall pay all fees and expenses related to the maintenance of the Joint Lockbox. Mellon shall reimburse CFS for its proportionate share (based on the aggregate amounts received in any month in the Joint Lockbox (of such fees and expenses, as invoiced by CFS, within ten (10) Business Days after Mellon's receipt of each such invoice (unless Mellon disputes such invoice), by Automatic Clearing House transfer to an account designated by CFS. In the event that it is necessary or desirable to obtain a new lockbox bank the handling of a Joint Lockbox, CFS and Mellon will endeavor in good faith to promptly select such an institution. In the event a payment is made to the Joint Lockbox without the relum portion of the applicable invoice, and if the Lessee has both an Assigned Lease and other Lease or similar agreement with CFS, and if the amount for the Assigned Lease is not otherwise apparent, and payment amounts are due under both the Assigned Leases and other Leases or similar agreements, then CFS will attempt to contact the Lessee to determine Lessee's intent and will apply the payment received as instructed by the Lessee. If the attempt to contact the Lessee fails, the payment will be applied to the oldest payment due on any Lease, up to the amount due, and then to the second oldest payment, and so forth, until the full amount of the payment has been applied.

5.7 Confidentiality of Information. Mellon and CFS shall each assure that information about the other party and its operations, affairs and financial condition, not generally disclosed to the public, which is furnished pursuant to the provisions of this Agreement (the "Information") is used only for the purposes of this Agreement and any other relationship between Mellon and CFS, and shall not be divulged to any person or entity other than its respective officers, directors, employees and agents, except (a) to its attorneys and accountants, (b) in connection with the enforcement of its rights hereunder or otherwise in connection with applicable litigation, and (c) as may otherwise be required or requested by any regulatory authority having jurisdiction over it or by any applicable law, rule, regulation or judicial process, the opinion of such party's counsel concerning the making of such disclosure to be binding on the parties hereto. In the event that any party (the "Disclosing Party"), or anyone to whom the Disclosing Party transmits the Information pursuant to this Agreement, is requested or required by a regulatory authority to disclose Information, the Disclosing Party will provide the other party written notice thereof within one (1) Business Day after the Disclosing Party receives notice that such disclosure is requested or required so that the other party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of the Section 5.7. In the event that such protective order or other remedy is not obtained, or the other party waives compliance with the provisions of this Agreement, the Disclosing Party will furnish only that

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portion of the Information which is legally required.

SECTION 6. Delinquencies. With respect to each Assigned Lease, payments under which are less than sixty (60) days past due, CFS shall take such collection action as it would for a Lease covering a similar value of Equipment held by CFS for its own account. Except as otherwise provided herein, CFS shall have no further responsibility with respect to any Delinquent Lease other than to perform the Lessor's obligation under the Assigned Lease. Mellon shall assume all billing, administration, collection and enforcement responsibilities with respect to Delinquent Leases, unless CFS has notified Mellon in writing on or prior to the date the Assigned Lease becomes a Delinquent Lease that it desires to continue administration of such Delinquent Lease for another thirty days. Mellon may respond to such request as follows:

(1) It may deny such request, in which case, CFS will be granted an option to repurchase the Rights related to such Delinquent Lease without recourse, representation or warranty of any kind whatsoever by Mellon except as set forth in Section 15.2 below, for a purchase price calculated in accordance with Schedule 6 attached hereto. The purchase price shall be paid by electronic funds transfer of immediately available funds to Mellon not later than fifteen days after CFS has exercised such option.

(2) It may grant such request in which case CFS will continue to administer, collect and enforce such Delinquent Lease in accordance with the standards set forth above for the next thirty days unless during such thirty day period Mellon provides CFS with a written direction to cease such activities. Upon provision of such written direction or at the end of such thirty day period, CFS will again have the option to repurchase the Delinquent Lease in accordance with the provisions of clause (1) above not later than fifteen days after CFS has exercised such option.

With respect to each Delinquent Lease for which Mellon has assumed all billing, administration, collection and enforcement responsibilities, Mellon and CFS shall promptly and jointly send a notification letter t the Lessee under such Delinquent Lease in the form of Exhibit D attaché hereto.

SECTION 7 Early Termination and Equipment Upgrades.

7.1 Early Termination. CFS shall not consummate an early termination of any Assigned Lease without the prior written authorization of Mellon unless such termination provides Mellon with an early termination payment by the Assigned Lessee at least equal to the amount calculated in accordance with Schedule 7 hereto. Any amounts collected in excess of such payment shall be shared equally by Mellon and CFS. The Assigned Lessee shall be directed to send such payment to the Joint Lockbox. CFS will ACH transfer Mellon's share of the excess to the Mellon account not later than fifteen days after receipt of payment.

7.2 Upgrade of Equipment. CFS shall not upgrade the Equipment subject to an Assigned Lease without the prior written consent of Mellon unless such upgrade shall be priced at least in accordance with criteria set forth on Schedule 8 hereto. The existing Assigned Lease shall be terminated, and a new Lease shall be entered into between CFS and the Assigned Lessee to cover the upgraded Equipment. CFS shall offer such new Lease to Mellon pursuant to Section 2.1. With respect to any upgrade for a lease transaction originated by Mellon and covering equipment supplied by a Canon U.S.A., Inc. subsidiary or dealer, Mellon will not offer CFS an upgrade price which would exceed the price which Mellon would have offered to such Canon U.S.A., Inc. subsidiary or dealer.

7.3 Unearned Maintenance Charges. In the case of any Subsidiary Lease under or in connection with which the present value of charges for maintenance is included in the purchase price calculated pursuant to Section 4, if the related Subsidiary Dealer ceases to provide maintenance under such Subsidiary Lease, whether as a result of a default by the Assigned Lessor or otherwise, CFS will reimburse Mellon in an amount equal to the present value of any unearned maintenance charges under such Assigned Lease within thirty days after CFS receives notice from such Subsidiary Dealer that it has ceased, or notifies such Subsidiary Dealer to cease, providing maintenance under such Assigned Lease. In calculating the present value under this Section 7.3, future payments will be

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discounted in accordance with the discount rate table attached hereto from time to time as Schedule 1, as such discount rate table was in effect on the Closing Date for the relevant Assigned Lease.

SECTION 8 Lease Terminations and Renewals; Equipment Remarketing.

8.1 Termination and Renewal.

(a) Certain of the Assigned Leases contain automatic renewal provisions, either for a specified period following termination of the initial term thereof or for an indefinite number of periods until one of the parties elects to terminate such Assigned Lease. CFS may, at its option, seek to continue any Assigned Lease under such automatic renewal provisions, either by contacting the Assigned Lessee to obtain its acknowledgement of the continuation of the Assigned Lease or by continuing to bill the Assigned Lessee for amounts payable under the Assigned Lease during the renewal term without contact the Assigned Lessee.

(b) In the event any Assigned Lease terminates at the expiration of its initial term (whether because it does not contain renewal provisions, at the election of the Assigned Lessee or otherwise), or in the event any Assigned Lessee fails or refuses to make rental payments at any time during any renewal term, CFS may, at its option, offer such Assigned Lessee any or all of the following three options:

(1) Buyout of the residual value of the Equipment covered by the Assigned Lease for at least the amount calculated by reference to Schedule 9 attached hereto by remittance of funds in such amount to CFS as provided in this Agreement.

(2) Extension of the assigned Lease term for an additional term at a reduced rental with a $1.00 purchase option at the end of such term.

(3) Return of the Equipment to CFS.

(c) If any Assigned Lease is continued pursuant to an automatic renewal provision contained therein, all amounts paid by the Assigned Lessee during the renewal term(s) shall be paid by remittance of funds to Mellon as provided in this Agreement. Mellon shall retain such payments until it has retained an amount equal to the Buyout amount determined by reference to Schedule 9. Any amount in excess of such retained amount shall be shared equally between Mellon and CFS, and CFS shall invoice Mellon for its share of such excess after all payments have been made pursuant to such Assigned Lease and disposition has been made of the Equipment leased hereunder. Payment of the amount invoiced shall be made by electronic funds transfer of immediately available funds not later than ten (10) days after Mellon's receipt of such invoice.

(d) If option 1 set forth in Section 8.1(b) above is selected, any amounts paid for buyout of the Residual Value of the Equipment in excess of the amount determined by reference to Schedule 9 shall be shared equally by CFS and Mellon, and CFS shall forward to Mellon its share of such excess by electronic funds transfer of immediately available funds not later than five (5) days after CFS's receipt of such amounts.

(e) If option 2 set forth in paragraph (b) above is selected by any Assigned Lessee, CFS will repurchase the Rights related to the Assigned Lease without recourse, representation or warranty of any kind whatsoever from Mellon except as set forth in Section 15.2 below for a purchase price determined by reference to Schedule 10 attached hereto. Payment for such repurchase shall be made by electronic funds transfer of immediately available funds to Mellon not later than five (5) days after the exercise of such option, in which case the payments during the additional term of the Assigned Lease shall be remitted to the CFS Account for the account of CFS.

(f) If option 3 set froth in paragraph (b) above is selected, CFS shall provide Mellon with an estimate of the costs of refurbishing, storing and remarketing the Equipment and upon prior approval of such estimate by Mellon, CFS shall, if necessary, refurbish and store the Equipment and shall use its best efforts to remarket the affected

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Equipment consistent with its policies and procedures for Leases and Equipment held for its own account. CFS shall be entitled to reimbursement of its expenses incurred in connection with such refurbishment (which shall be invoiced to the Lessee in accordance with the provision of the Assigned Lease) storage and remarketing efforts, which expenses shall be paid out of the proceeds of the remarketing of the Equipment, to the extent available and otherwise shall be reimbursed to CFS by Mellon not later than thirty days following completion of remarketing efforts by CFS. All proceeds of the remarketing of the Equipment in excess of the amount of CFS's expenses and the amount determined by reference to Schedule 9 shall be shared equally by CFS and Mellon. The amount determined by reference to Schedule 9 less CFS's above described expenses (except to the extent Mellon made a direct reimbursement to CFS of such amounts) shall be paid to Mellon. Mellon may, at any time, elect to remarket the Equipment; provided that if such Equipment is stored with CFS, Mellon hereby agrees to pay CFS storage fees of $10 per day for each day such Equipment is stored at CFS in excess of 30 days. In the event that Mellon decides not to remarket the Equipment, then either (i) Mellon shall request CFS to ship such Equipment at Mellon's sole cost and expense to a location designated by Mellon or (ii) Mellon shall transfer such Equipment to CFS at no charge, AS IS, WHERE IS, without representation or warranty of any kind whatsoever.

8.2 Remarketing under Delinquent Leases. In the event that equipment under any Delinquent Lease is returned to CFS, such Equipment shall be refurbished, stored and remarketed, subject to approval by Mellon, in accordance with the procedures set forth in Section 8.1. Refurbishment, storage and remarketing expenses of CFS shall be paid out of the proceeds of the remarketing of the Equipment with any shortfall to be reimbursed to CFS by Mellon not later than thirty days following completion of remarketing efforts by CFS. All proceeds of the remarketing of the equipment in excess of the amount determined by reference to Schedule 6 shall be shared equally by CFS and Mellon. The amount determined by reference to Schedule 6 less CFS's above-described expenses shall be paid to Mellon. In the event that Mellon decides not to remarket any equipment, then either (i) Mellon shall request CFS to ship such equipment at Mellon's sole cost and expense to a location designated by Mellon or (ii) Mellon shall transfer such Equipment to CFS at no charge, AS IS, WHERE IS, without representation or warranty of any kind whatsoever.

SECTION 9. Insurance. In the event any casualty loss occurs to any Equipment, CFS shall turn over the Mellon the proceeds of any insurance covering such casualty loss, shall take appropriate action to obtain all other payments required to be made by the affected Assigned Lessee under the affected Assigned Lease as a result of such casualty loss, and shall turn over to Mellon all such payments. Any insurance proceeds in excess of the amount required to be paid to the lessor under the affected Assigned Lease shall be remitted to CFS to return to the affected Assigned Lessee. In the event that such Assigned Lessee does not have in effect the amount and scope of insurance required by such Assigned Lease to cover casualty loss, then to the extent not collected from such Assigned Lessee, CFS shall pay to Mellon the difference between the amount of insurance proceeds which would have been available to cover such casualty loss had such Assigned Lessee complied with its insurance obligations under such Assigned Lease and the amount, if any, of insurance proceeds, which are actually available to cover such casualty loss. CFS shall indemnify Mellon for any failure of any Assigned Lessee to have in effect property damage insurance in accordance with the provisions of Section 19. Such payment and indemnification obligations ("Obligations") shall not apply to: (a) any casualty with respect to an Assigned Lease that occurs more than thirty (30) days after Mellon has assumed responsibility for administration of such Assigned Lese; or (b) any casualty with respect an to an Assigned Lease for which Mellon has indicated by written notice to CFS its acceptance of a request to self-insure for property damage made by a Lessee under an Eligible Lease or under a Proposed Lease being offered for assignment pursuant to subsection 2.1 of the AgreemenL However, should Mellon impose one or more conditions upon its acceptance of the request to self-insure (which conditions will be stated in Mellon's acceptance notice to CFS), and which condition(s), by way of example, may include a negative covenant for net worth or a requirement that no Event of Default occur, CFS covenants that it will, in the event such condition(s) is (are) breached and within twenty (20) days from receipt of a written request from Mellon, notify such

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Assigned Lessee that it may no longer self-insure for property damage and must effect the third party insurance coverage required by the applicable Assigned Lease. Alternatively, CFS may elect, by written notice to Mellon, not to notify such Assigned Lessee that it may no longer self-insurance, but in such event, the Obligations shall be applicable to such Assigned Lease effective as of the date Mellon requested CFS to send such notification to the applicable Assigned Lessee. Any charge levied by CFS on any Assigned Lessee as a result of such Assigned Lessee's failure to maintain insurance as required under the applicable Assigned Lease shall be for the account of CFS.

SECTION 10. Reconciliation; Compensation of CFS.

10.1 Monthly Reconciliation.

(1) Non-Sufficient funds. In the event that any remittance made to the Joint Lockbox must be reversed in whole or in part because a payment on an Assigned Lease cannot be collected in whole or in part, CFS will advise Mellon of all such reversals on a monthly basis in writing not later than the fifteenth day of each month for the preceding calendar month, and Mellon will enter such information in its records relating to the Assigned Lessees and the Assigned Leases not later than five days thereafter.

(2) Mixed and Mistaken Payments. In the event an Assigned Lessee leases Equipment from CFS under a Lease which has not been assigned to Mellon (a "Non-Program Lease"), and such Assigned Lessee makes a lease payment to the Joint Lockbox without the return portion of the applicable invoice and if the intention of the Assigned Lessee is not otherwise apparent, then if such payment is not for the amount then due under the Assigned Lease or the Non-Program Lease, such payment shall be deemed to be a payment with respect to (a) first, the oldest outstanding invoices with respect to any Lease on which such Assigned Lessee is the Lessee, and (b) between invoices of the same date, the invoice relating to the Lease with the lowest lease number.

(3) Security Deposit Returns. Mellon will promptly forward to CFS for return to Assigned Lessees any security deposits which have been remitted to Mellon, and which CFS advises Mellon must be returned to Assigned Lessees.

(4) Disputed Payments. In the event that either party disputes any amount that the other party directs such party to pay under this Agreement, the parties will endeavor in good faith to resolve such dispute.

10.2 Compensation of CFS. CFS's sole compensation for performing services under this Agreement with respect to each Assigned Lease shall be the following amounts but only to the extent such amounts accrued during periods when CFS was performing general administration of such Assigned Lease: the documentation fees collected from the Assigned Lessee pursuant to Section 3, the filing fees collected from the Assigned Lessee pursuant to Section 5.1(b), fifty percent (50%) of the excess amount, if any, of early termination payments determined in accordance with Section 7.1, the payments CFS is entitled to retain upon termination and renewal of the Assigned Lease in accordance with Section 8.1, the reimbursement of refurbishing, storage and remarketing expenses under Section 8, charges related to the failure of an Assigned Lessee to maintain the insurance required pursuant to the terms of any Assigned Lease, and late fees and miscellaneous fees collected from the Assigned Lessee in accordance with the provision of the Assigned Lease. CFS shall not be entitled to any of the above amounts to the extent that such amounts are collected or accrue during a period in which Mellon assumed administration of such Assigned Lease because such Assigned Lease became a Delinquent Lease. On a monthly basis not later than the tenth day of each calendar month for the preceding calendar month, CFS will deliver a report in form of Exhibit E attached hereto detailing any of the above amounts which CFS is entitled to retain and which were remitted to Mellon. Mellon shall review such report and shall pay such

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amounts as are not disputed by effective an electronic funds transfer of immediately available funds to the CFS Account not later than fifteen days after receipt of such report.

SECTION 11. Access to Records. Mellon will have the right to inspect, audit and make extracts of any of CFS's books and records (whether written or electronic) relating to the Assigned Leases on any premises of CFS at Mellon's sole cost and expense. Any such inspection or audit shall be conducted by Mellon during reasonable business hours and after at least five (5) Business Day's prior written notice. If CFS shall desire to dispose of any of its books or records relating to the Assigned Leases, prior to such disposition, CFS shall provide Mellon, at Mellon's sole cost and expense, a reasonable opportunity to segregate and remove such books and records as Mellon may select.

SECTION 12. Limited Power of Attorney. CFS hereby irrevocably appoints Mellon as CFS's true and lawful attorney, with full power of substitution, to sign and endorse the name of CFS in favor of Mellon upon all checks or other items constituting remittances under the Assigned Leases, including, without limitation, all payments under the Assigned Leases. Any endorsements of CFS's signature upon checks by Mellon shall be without recourse of CFS. Mellon shall not be obligated to perform any of such acts or to exercise any such powers, but if Mellon elects so to perform or exercise, Mellon shall not be accountable to CFS for more that it actually receives as a result of such exercise of power and shall not be responsible to CFS, except for Mellon's gross negligence or willful misconduct.

SECTION 13. CFS Representations and Warranties.

13.1 Closing Date Representations and Warranties. With respect to each assignment of Rights relating to an Assigned Lease, CFS makes the following representations and warranties as of the Closing Date on which such Rights are assigned to Mellon:

(1) CFS is a corporation duly organized, validly existing and in good standing under the laws of the State of New Jersey and is duly qualified as a foreign corporation and is in good standing in all states where the nature and extent of business transacted by it or the ownership of its assets makes such qualifications necessary, except for those jurisdictions in which the failure to qualify would not, in the aggregate have a material adverse effect on CFS's financial conditions, results of operations or business.

(2) CFS has made no material misrepresentation to any prospective or actual Lessee with respect to any Proposed Lease or such Assigned Lease or the Equipment subject or to be subject to such Lease.

(3) There are no pending or, to CFS's knowledge, threatened actions or proceedings before any court or administrative agency that could have a material adverse effect of CFS.

(4) The information furnished to Mellon with respect to such Assigned Lease and the related Assigned Lessee and Equipment and contained in the documents required pursuant to Sections 2.1 and 3 and in any other relevant documents in CFS's possession, is correct and complete in all material respects, to the best of CFS's knowledge.

(5) The execution, delivery and performance of this Agreement and all other instruments and documents to be delivered by CFS hereunder have been duly authorized by all necessary corporate action and do not contravene any provision of law or any agreement or indenture by which CFS is bound or by which its properties may be affected, or its Certificate of Incorporation or by-laws.

(6) This Agreement constitutes CFS's legal, valid and binding obligation enforceable against CFS in accordance with its terms.

(7) The Assigned Lease constitutes the valid, binding and enforceable obligations of CFS enforceable against CFS in accordance with its terms except as enforceability may be limited by applicable bankruptcy, insolvency or other similar laws affecting creditors' rights generally.

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(8) To the best knowledge of CFS, the Assigned Lease (and any corresponding guaranty thereof), if it had been entered into by CFS before CFS offered to assign the Rights thereunder to Mellon, constitutes the valid, binding and enforceable obligations of the applicable Assigned Lessee, enforceable against such Assigned Lessee in accordance with its (their) terms, except as enforceability may be limited by applicable bankruptcy, insolvency or other similar laws affecting creditors' rights generally.

(9) The Assigned Lease, if it had been a Proposed Lease at the time CFS offered to assign the Rights thereunder to Mellon, has been executed by the applicable Assigned Lessee or an individual purporting to be the Assigned Lessee or an officer, partner or manager thereof.

(10) Upon the assignment of such Rights, Mellon will have all rights, title and interest in such Rights, free and clear of all Liens created by or through CFS or its affiliates except for Lessee Rights.

(11) Except with respect to Assigned Leases where UCC financing statements are not required pursuant to Section 3.2 above, upon the assignment of such Rights, either (i) Mellon will have good and marketable title to each item of Equipment covered by such Assigned Lease, free and clear of all Liens except for the Lessee Rights or (ii) Mellon will have a perfected security interest in each item of Equipment covered by such Assigned Lease.

(12) With respect to each Assigned Lease where UCC financing statements are not required pursuant to Section 3.2 above, Mellon will have good and marketable title to each item of Equipment covered by such Assigned Lease if the Assigned Lessee thereunder is granted no purchase option or a fair market value purchase option for such Equipment.

(13) The Assigned Lease constitutes the entire agreement between CFS and the Assigned Lessee with respect to the lease of the Equipment subject to the Assigned Lease, and is the only Lease executed with respect to the Equipment leased thereunder.

(14) No payment due under the Assigned Lease is subject to any offset, deduction, counterclaim, defense or Lien of the Lessee under such Assigned Lease against CFS or, to the best knowledge of CFS, of any of CFS's affiliates or any other party.

(15) To the best of CFS's knowledge there is no default under the Assigned Lease or event which with the passage of time or the giving of notice (or both) would constitute a default under such Assigned Lease.

(16) The Equipment subject to such Assigned Lease was new (or if consisting of copies, had been used to make less than 5,000 copies per copier) when delivered to the Lessee under the Assigned Lease, unless previously disclosed to Mellon in writing.

(17) No person other than First Union Bank, acting at the direction of CFS, has an ability or right to control the Joint Lockbox.

13.2 Effective Date Representations and Warranties. One the Effective Date, CFS makes the representations and warranties set forth in Section 13.1(1), (3), (5), and (6) above.

13.3 Assigned Lessee Financial Condition. Mellon acknowledges that CFS makes no representation or warranty with respect to the financial ability of any Assigned Lessee to make the payments required under its applicable Assigned Lease and shall not be liable to Mellon for any failure of an Assigned Lessee to make such payments except as a result of a breach of any representation, warranty or covenant made by CFS herein.

SECTION 14. Breach of CFS Representation or Warranties. If any of the representations or warranties contained in Section 13.1 above are breached by CFS solely with respect to the assignment of Rights under a particular Assigned Lease, then Mellon's sole remedy shall be to require CFS to reimburse Mellon in an amount equal to the present value of the remaining periodic payments and any delinquent

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periodic payments due under the Assigned Lease calculated by reference to Schedule 1, the Residual Value of the Equipment calculated by Reference to Schedule 2, and any outstanding charges. Mellon will, upon receipt of the amount described above, reassign to CFS the Rights under such Assigned Lease without recourse, representation or warranty except as otherwise provided in Section 15.2. CFS may deduct from such payment the amount of any security deposit held by Mellon with respect to such Assigned Lease.

SECTION 15. Mellon Representations and Warranties

15.1 Effective Date Representations and Warranties. As of the Effective Date hereof, Mellon makes the following representations and warranties:

(1) Mellon is a corporation duly organized, validly existing and in good standing under the laws of the State of Pennsylvania and is duly qualified as a foreign corporation and in good standing in all states where the nature and extent of business transacted by it or the ownership of its assets make such qualification necessary, except for those jurisdictions in which the failure to qualify would not, in the aggregate have a material adverse effect on Mellon's financial condition, results of operations or business.
(2) The execution, delivery and performance of this Agreement and all other instruments and documents to be delivered by Mellon hereunder have been duly authorized by all necessary corporate action and do not contravene any provision of law or any agreement or indenture by which Mellon is bound or by which its properties may be affected or its Articles of Incorporation or by-laws.
(3) This Agreement constitutes Mellon's legal, valid and binding obligation, enforceable against Mellon in accordance with its terms.
(4) There are no pending or threatened actions or proceedings before any court or administrative agency that could have a material adverse effect on Mellon.

15.2 Repurchase Date Representations and Warranties. As of each date on which Rights are reassigned by Mellon to CFS, Mellon represents and warrants that such Rights are free and clear of all Liens created by or through Mellon other than the Lessee Rights.

15.3 Closing Date Representations and Warranties. With respect to each assignment of Rights relating to an Assigned Lease, Mellon makes the representations and warranties set forth in Section 15.1 as of each Closing Date on which such Rights are assigned to Mellon.

SECTION 16. Conditions Precedent to Obligations of Mellon. The obligations of Mellon to consummate the transactions contemplated hereby to be consummated on and after the Effective Date shall be subject to the receipt by Mellon on the Effective Date of the following documents each dated as of the Effective Date unless otherwise specified:

(1) acknowledgement copies (or other evidence of filing) dated as of a recent date prior to the Effective Date of proper financing statements substantially in the form of Exhibit F attached hereto, executed by CFS, naming CFS as "Debtor", and Mellon as "Secured Party", and duly filed under the Uniform Commercial Code of all appropriate jurisdictions, as reasonably determined by Mellon, to perfect Mellon's ownership interest in all Rights to be transferred pursuant to this Agreement;
(2) CFS's Certificate of Incorporation, as amended, modified or supplemented to the Effective Date, certified to be true, correct and complete by the Secretary of Sate of New Jersey as of a recent date prior to the Effective Date, together with certification of good standing of CFS from such Secretary of State as of a similar recent date;
(3) A certificate of the Secretary of CFS substantially in the form of Exhibit G attached hereto;
(4) An opinion of CFS's counsel, substantially in the form of Exhibit H attached hereto; and
(5) A certificate of an authorized officer of CFS to the effect that the representations and warranties of CFS contained in Section 13.2 are correct in all material respects on and as of the Effective Date.

SECTION 17. Conditions Precedent to Obligations of CFS. To obligation of CFS to consummate the transactions contemplated hereby to be consummated on and after the Effective Date shall be subject to

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the receipt by CFS on the Effective Date of the following documents each dated as of the Effective Date unless otherwise specified:

(1) Mellon's Articles of Incorporation, as amended, modified or supplemented to the Effective Date, certified to be true, correct and complete by the Secretary of the State of Pennsylvania as of a recent date prior to the Effective Date, together with certification of good standing of Mellon from such Secretary as of a similar recent date;

(2) A certificate of the Secretary or Assistant Secretary of Mellon and substantially in the form of Exhibit I attached hereto;

(3) An opinion of Mellon's chief counsel, substantially in the form of Exhibit J attached hereto; and

(4) A certificate of an authorized officer of Mellon to the effect that the representations and warranties of Mellon contained in Section 15.1 are correct in all material respects as of the Effective Date.

SECTION 18. CFS Defaults. The occurrence of any one or more of the following events shall be an event of default (a "CFS Default") by CFS under this Agreement:

(1) CFS fails to pay Mellon amounts payable pursuant to this Agreement if such failure remains unremedied for a period of ten days following written notice to CFS from Mellon specifying such failure.

(2) CFS fails to perform, observe or comply with any other material obligation, term or condition on its part to be performed, observed or complied with hereunder and such failure remains unremedied for a period of 30 days following written notice to CFS from Mellon specifying such failure.

(3) Any representation or warranty made by CFS hereunder, proves to be incorrect in any material respect when made or deemed to be made.

(4) Bankruptcy, insolvency, winding-up, liquidation, dissolution, receivership, reorganization or similar proceedings are brought by or against CFS, or CFS takes any corporate action to authorize any of the foregoing, and in the case of any proceeding instituted against CFS (but not instituted by CFS), either such proceeding shall remain undismissed or unstayed for a period ninety (90) days, CFS shall consent to the relief sought in such proceeding, or any of the actions sought in such proceeding (including, without limitation, the entry of an order for relief against, or for the appointment of a receiver, trustee, custodian or other similar official for CFS or any substantial part of its property) shall occur, or CFS makes an assignment for the benefit of its creditors or a liquidator, receiver, trustee, custodian or similar official is appointed in respect of CFS or a substantial part of its property, or a material part of CFS's property is seized or taken into possession under any judicial process or otherwise.

(5) Cannon U.S.A., Inc. or one or more of its affiliates shall no longer beneficially own a majority of the outstanding voting securities of CFS, and the party or parties which then beneficially own a majority of such securities shall have a tangible consolidated net worth, as determined in accordance with generally accepted accounting principles, of less than $50,000,000 and CFS shall have an tangible net worth, as determined in accordance with generally accepted accounting principles, of less than $50,000,000.

18.2 Mellon Remedies. Upon the happening of any CFS Default other than a breach of a representation or warranty to which Section 14 applies, Mellon may, in addition to any other remedy available to it at law or in equity, terminate this Agreement upon sixty days' prior written notice to CFS in which case CFS shall (a) immediately deliver to Mellon all advance payments and security deposits held by it under Assigned Leases, and (b) continue to administer the Assigned Leases until they have been paid off or turned over to Mellon for collection in accordance with Section 6; provided, however, that if a CFS Default specified in Section 18.1(4)

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has not occurred, CFS, not later than sixty days (the "Notice Date") after provision of the termination notice by Mellon, may repurchase the entire portfolio of Assigned Leases then outstanding for a purchase price per Assigned Lease determined by reference to Schedule 6, plus a $100 fee for each Assigned Lease with respect to which such purchase price is $20,000 or greater, and a $50 fee for each Assigned Lease with respect to which such purchase price is less than $20,000. Such purchase shall be consummated not later then sixty (60) days after the Notice Date. Upon receipt of the purchase price, Mellon will reassign to CFS the Rights under the Assigned Leases then outstanding without recourse, representation or warranty except as otherwise provided in Section 15.2.

18.3 Mellon Defaults. The occurrence of any one or more of the following events shall be an event of default (an "Mellon Default") by Mellon under this Agreement:

(1) Mellon fails to pay CFS amounts payable pursuant to this Agreement and such failure remains unremedied for a period of ten days following written notice to Mellon from CFS specifying such failure.

(2) Mellon fails to perform, observe or comply with any other materials obligation, terms or condition on its part to be performed, observed or complied with hereunder and such failure remains unremedied for a period of 30 days following written notice to Mellon from CFS specifying such failure.

(3) Any representation or warranty made by Mellon hereunder proves to be incorrect in any material respect when made.

(4) Bankruptcy, insolvency, winding-up, liquidation, dissolution, receivership, reorganization or similar proceedings are brought by or against Mellon or Mellon takes any corporate action to authorize any of the foregoing, and in the case of any proceeding instituted against Mellon (but not instituted by Mellon), either such proceeding shall remain undismissed or unstayed for a period of ninety (90) days, Mellon shall consent to the relief sought in such proceeding, or any of the actions sought in such proceeding (including, without limitation, the entry of an order for relief against, or the appointment or a receiver, trustee, custodian or other similar official for, Mellon or any substantial part of its property) shall occur, or Mellon makes an assignment for the benefit of its creditors or a liquidator, receiver, trustee, custodian or similar official is appointed in respect of Mellon or a substantial part of its property, or a material part of Mellon's property is seized or taken into possession under any judicial process or otherwise.

(5) Mellon Bank, N.A., or one or more of its affiliates shall no longer beneficially own a majority of the outstanding voting securities of Mellon and either (i) the party or parties which then beneficially own such securities shall have an aggregate net worth, as determined in accordance with generally accepted accounting principles, of less than $50,000,000 or (ii) the party or parties which then beneficially own such securities, or any of their affiliates engage in a Competitive Business.

18.4 CFS's Remedies. Upon the happening of a Mellon Default, CFS may, in addition or any other remedy available to it at law or in equity, terminate this Agreement upon at least sixty days' prior written notice to Mellon, in which case CFS shall continue to administer the Assigned Leases until they have been paid off or turned over to Mellon for collection in accordance with Section 6. In lieu of exercising the above remedies, CFS may repurchase the portfolio of Assigned Leases then outstanding in accordance with the provisions of Section 18.2 (except that the $50 or $100 fee per Assigned Lease repurchased shall not be paid to Mellon) by specifying such option in the notice of termination.

18.5 Lockbox Remedies. At any time after the occurrence of a CFS Default, Mellon may notify CFS of such CFS Default and Mellon's election to exercise its rights under this Section 18.5, in which event CFS shall, beginning one Business Day after CFS's receipt of such notice, designate such lockbox address as Mellon may designate as the return address on all invoices for payments under Assigned Leases mailed by it in the ordinary course of business, and to take such other

steps as Mellon may reasonably request to instruct Assigned Lessees to remit payment under the Assigned Leases to a lockbox address designated by Mellon. From and after such notice, CFS shall continue to be responsible for complying with the requirements of this Agreement concerning payments received in the Joint Lockbox in trust for Mellon and remitting such payments to Mellon as provided in Sections 5.1(4)(ix), 5.1(4) and 5.6 of this Agreement.

SECTION 19. Indemnification of Mellon and CFS. CFS hereby agrees to indemnify and save Mellon harmless against any and all claims, actions and proceedings and related liabilities, judgments, costs and expenses (including reasonable legal fees and disbursements) arising from or relating to (x) any breach of the representations, warranties, covenants or agreements of CFS contained in this Agreement or any other agreement, document or instrument executed and delivered by CFS hereunder or in connection herewith, (y) any claims or liabilities under the Assigned Leases or relating to the administration of the Assigned Leases by CFS pursuant to this Agreement, other than claims, actions and proceedings arising by reason of willful misconduct or gross negligence on the part of Mellon or (z) the failure of any Assigned Lessee to have in effect property damage insurance as required by the applicable Assigned Lease.

Mellon hereby agrees to indemnify and save CFS harmless against any and all claims, actions and proceedings and related liabilities, judgments, costs and expenses (including reasonable legal fees and disbursements) arising from or relating to (x) any claims or liabilities relating to the administration of any Assigned lease (other than the performance of lessor's obligations under such Assigned Lease) on or after the date on which Mellon has assumed responsibility for administration of such Assigned Lease as a result of such Assigned Lease having become a Delinquent Lease, other than claims, actions and proceedings arising by reason of willful misconduct or gross negligence on the part of CFS, or (y) any administrative or enforcement actions taken by CFS against Assigned Lessees, Assigned Leases or Equipment subject thereto pursuant to express written instructions of Mellon.

Each party shall give the other party notice (a "Claim Notice") describing in reasonable detail the facts giving rise to any claim for indemnification hereunder promptly after the claim, action or proceeding on which such indemnification claim is based is commenced, provided that failure of a party to promptly deliver such a Claim Notice shall not relieve the other party of its obligations hereunder, except to the extent it shall have been prejudiced by such failure.

Subject to the provisions below, the party receiving the Claim Notice (the "Indemnifying Party") shall have the right to conduct and control, through counsel of its own choosing, the defense, compromise or settlement of any claim, action or proceeding against the party delivering the Claim Notice (the "Claiming Party") as to which indemnification will be sought from the Indemnifying Party hereunder and, in any such case, the Claiming Party shall cooperate in connection therewith and shall furnish such records, information and testimony and attend such conferences, discovery proceedings, hearings, trials and appeals as may be reasonably requested by the Indemnifying Party in connection therewith. The Claiming Party may also participate in the defense of any such claim, action or suit through counsel chosen by it and at its own expense. The Claiming Party shall not without the written consent of the Indemnifying Party, which consent shall not be unreasonably withheld, pay, compromise or settle any such claim, action or proceeding as to which the Indemnifying party (upon the written request of the Claiming Party) has acknowledged and agreed in writing that, if the same is adversely determined, the Indemnifying Party has an obligation to provide indemnification to the Claiming Party in respect thereof. Notwithstanding the foregoing, the Claiming Party shall have the right to pay, settle or compromise any such claim, action or proceeding without such consent or conduct and control the defense thereof, provided that, in such event, the Claiming Party shall waive any claim for indemnity therefore hereunder unless such consent is unreasonably withheld.

SECTION 20. Miscellaneous.

20.1 Confidential Information. Any information or material which is transmitted by one party to the other pursuant to this Agreement shall be treated as confidential by the recipient and protected to the same degree as such recipient would protect its own confidential information unless the provider of such information has designated it as non-confidential.

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The obligation of each party to treat such confidential information in confidence shall not apply to any portion of the confidential information which (i) is or becomes available to such party from a source other than the other party hereto, (ii) is or becomes available to the public other than as a result of the disclosure by such party's or its affiliates' directors, officers, advisors, agents, representatives or employees, (iii) has been independently acquired by such party without violating any of its confidentially obligations, (iv) is required to be disclosed under applicable law or judicial process or (v) is mutually agreed to by the parties hereto. Any party making a permitted disclosure hereunder shall, upon written request, deliver a copy of such disclosure to the other party. The provisions of the Section 20.1 shall survive any termination of this Agreement.

20.2 Addresses for Notices. All notices, requests, demands and other communications provided for hereunder shall, to be effective hereunder be in writing or by a telecommunications device capable of creating a written record, and shall be deemed to have been given or made when delivered by hand, or five days after its deposit in the mail, postage prepaid, or in the case of a notice by such a telecommunications device when properly transmitted, addressed as follows or at such other address as either party hereto may designate in a written notice to the other party complying as to delivery with the terms of this Section 20.2.

If to CFS:

Cannon Financial Services, Inc.
200 Commerce Square Boulevard
P.O. Box 370
Burlington, New Jersey 08016
Attn: President
Facsimile Number: 609-386-5181
Confirmation Number: 609-386-8555, extension 106

With a copy to:

Dorsey & Whitney LLP
220 South Sixth Street
Minneapolis, Minnesota 55402
Attn: Thomas O. Kelly III, Esq.
Facsimile Number: 612-340-2643
Confirmation Number: 612-340-7889

If to Mellon:

Mellon Leasing Corporation
100 Corporate North
Bannockburn, Illinois 60015-8927
Attn: Adam D. Warner
Facsimile: 847.615.8927
Confirmation Number: 847-283-6250

With a coy to:

Mellon Leasing Corporation
1000 Corporate North
Bannockburn, Illinois 60015-1279
Attn: Robert Condon, Esq.
Facsimile Number; 847-615-8527
Confirmation Number; 847-283-6291

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20.3 Severability of Provisions. Any provision of this Agreement which is prohibited or unenforceable in any applicable jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or thereof or affecting the validity or enforceability of such provision in any other jurisdiction.

20.4 Amendment; Waiver. CFS and Mellon may amend this Agreement is a writing signed by duly authorized officers of CFS and Mellon. No waiver of any provision of this Agreement, nor consent to any departure by either party therefrom, shall in any event be effective unless the same shall be in writing and signed by a duly authorized officer of the party to be charged with the waiver or consent, and then such waiver or consent shall be effective only in the specific instance and for the specific purposes for which given.

20.5 Cumulative Rights. All rights and remedies of the parties hereto under this Agreement shall, except as otherwise specifically provided herein, be cumulative and nonexclusive of any rights or remedies which they may have under any other agreement or instrument, by operation of law, or otherwise.

20.6 Binding Effect; Assignment. This Agreement shall be binding upon an inure to the benefit of CFS and Mellon and their respective permitted successors and assigns. Neither CFS nor Mellon shall have any right to assign its rights and obligations under this Agreement in whole or in part without the prior written consent of the other party, and any unauthorized purported assignment shall be null and void.

20.7 Governing Law; Venue; Waiver of Trial by Jury. This Agreement and the rights and obligations of the parties hereto thereunder shall be governed by, and construed in accordance with, the internal laws and decision (as opposed to conflicts of law provisions) of the State of New Jersey. The parties hereto consent to the jurisdiction of any local, state or federal court located within New Jersey and waive any objection relating to improper venue or forum non conveniens to the conduct of any proceeding in any such court. CFS and Mellon HEREBY IRREVOCABLY WAIVE ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED THEREBY.

20.8 Termination. This Agreement shall remain in effect until terminated pursuant to the provisions of Section 18, by mutual written agreement of the parties or after sixty days written notice by either party hereto to the other party. Upon any termination, CFS shall have the option to repurchase the entire portfolio of outstanding Assigned Leases in accordance with the provisions of Section 18.2. Notwithstanding any termination, the indemnification obligations of CFS and Mellon contained in Section 19 of this Agreement, Mellon's remedies contained in Section 14 of this Agreement, the rights of Mellon under Section 11 of this Agreement and the rights of Mellon and CFS under Section 20.9 of the Agreement shall continue in full force and effect.

20.9 Entire Agreement. This Agreement and the Exhibit and Schedules constitute the entire agreement between the parties regarding the subject matter hereof and supersede all prior or contemporaneous oral or written agreements, negotiations or understandings.

20.10 Further Assurances. CFS and Mellon agree to execute and provide such further certificates, information, instruments, acknowledgements and consents as may be reasonably required to fully effectuate and facilitate the transactions contemplated by this Agreement.

20.11 No Partnership or Joint Venture. Nothing in this Agreement shall constitute a partnership or joint venture between the parties.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their officers thereunto duly authorized as of the date first above written.

CANNON FINANCIAL SERVICES, INC.

By: _____
Title: President

MELLON LEASING CORPORATION
By: _____
Title: President

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Exhibits

Exhibit A -	Form of Invoice and Instrument of Assignment
Exhibit B -	Form of Credit Application
Exhibit C-	Form of CFS Lease documents
Exhibit D-	Form of Joint Notification Letter
Exhibit E-	Form of Reconciliation Report
Exhibit F-	Form of Uniform Commercial Code Financing Statement
Exhibit G-	Form of Certificate of Secretary of CFS
Exhibit H-	Form of Opinion of CFS's Counsel
Exhibit I-	Form of Certificate of Clerk of mellon
Exhibit J-	Form of Opinion of Mellon's Chief Counsel
Exhibit K-	Letter of Awareness

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Schedules

Schedule 1 -	Discount Rate of Assigned Leases
Schedule 2 -	Residual Values for Assigned Leases
Schedule 3 -	Information Regarding Cash Application of Receipts
Schedule 4 -	List of Additional Reports
Schedule 5 -	Cash Application Guidelines
Schedule 6 -	Repurchase Price for Delinquent Leases
Schedule 7 -	Early Termination Payment
Schedule 8 -	Upgrade Payment Calculation
Schedule 9 -	Buyout of Residual Values
Schedule 10 -	Repurchase Price Formula for Extended Leases
Schedule 11 -	Subsidiary Dealers

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Exhibit A
To
Program and Servicing Agreement
Dated as of April 28, 2000
Between
Canon Financial Services, Inc.
And
Mellon Leasing Corporation

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Exhibit B
To
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Dated as of April 28, 2000
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Exhibit F
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Exhibit G
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Exhibit H
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Exhibit J
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Exhibit K
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Schedule 1
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Schedule 2
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Schedule 3
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Schedule 4
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Schedule 5
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Schedule 6
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Schedule 7
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Schedule 8
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Schedule 9
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Schedule 10
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Schedule 11
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And
Mellon Leasing Corporation

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Canon Program SOP

GE Vendor Financial Services

VFS CSC Collections

SUBJECT: How to work collections for the Canon program

Document: XXX-001
Page: 1 of 16
Date: 10/19/2009

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1 Program Overview

1.1 Canon Program

Vendor details....

The Vendor Program Agreement (VPA) outlines the proper way that these accounts should be handled. This SOP document will outline special requirements for the collection of funds on any of their products.

This document goes through the following sections: Booking, Invoicing, Special Considerations, Collection Process, Vouchers, Buyouts, Repossession, Scratching, Write Off, Post Write Off Collection, Cures, Repurchases, Reporting Requirements, Sales Contacts, Risk Contacts, Vendor Contacts, and Internal Contacts.

1.2 Scope of Process

Process Start: An account is identified to be booked.

Process Stop: All post write off collection efforts have ceased.

1.3 Primary User(s) of Procedure

- Designated Program Collector
- Collection Team Leader
- Collection Manager

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2 Account Setup

2.1 Booking

The accounts are booked per the terms of the lease contract. There are no special booking requirements for BLANK accounts.

2.2 Invoicing

There are no special invoicing requirements. Accounts are invoiced and copies of the invoices can be found in FileNET <http://imaging.gecis-americas.ge.com/VFSDFR>, the online document retention system for GE VFS.

For additional training and information on how to use FileNET, please see the attached document.

"FileNET Training 2-9-04.doc"

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3 : Special Considerations

Details...

Canon Flip Process

Around the 10th of the month Canon sends an e-mail advising a list of accounts that CFS will be sending to GE for servicing.

Example of the E-mail that is received by Lindsey Wagner at Canon.

"E-mail from Canon for Flipped accounts

"4-6-06 Canon Flip List.doc"

GE will receive in a few days a Federal Express package from Canon that contains the list of accounts along with all the documents – a flip package for each account should contain the following:

1. A Notice of Assignment Letter to customer from Canon advising the customer that GE will be servicing the account.
2. All the lease documents and any other correspondence from customer.
3. Copy of the collection notes from Canon collectors.
4. Canon's payment history

If any one of the documents is missing from the actual package – then an e-mail is sent to Stephanie Williams (CFS Collection Manager) at swilliams@cusa.canon.com requesting what is missing from the package to be sent or faxed over to the collector that is in need of the documents.

List of accounts is compiled into a spreadsheet – in which the following is captured

Package received – Yes or No
Collector Name – account is alpha split – A-L and M-Z
Date of Flip
Canon Account Number
GE Account Schedule Number
Customer Name
Total Balance
GE current due date in GE's system
GE days past due from GE's CALC system
Bucket (30, 60, 90 or 120) account falls into at time of flip.

"Canon Flip 04-2006.xls"

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This list is then sent over to Collette Darden via e-mail at the CSC in which she copies the account schedule numbers into a macro and completes a 7 step process in order to have these Canon Blind accounts move from the blind assignment status over to GE to now service the accounts.

Once the flip process is completed – Write the GE account number on the Notice of Assignment Letter then the whole flip package is then given to appropriate collector. – The collector will summarize the Canon collection notes and document CALC as to why Canon flipped the account to GE for servicing. Collector follows SOP for collection efforts.

Collector to open SR under Category: Cash - Type: ZZZZ Team Use Only SH Canon – in comments type – Canon flipped account – please reconcile to Canon's pay history – and assign to Jeannie Parker. Give copy of Canon Payment history to Jeannie Parker. She will reconcile account and document the calc notes with her findings.

If Macro fails – Manual Flip proccess

1. F/M Invoice Indicators: Invoices all current & past due rents

PMS: 09 (Servicing II)
PMS: 14 (F/M Invoice Indicator)
Acct Schd: xxxxxxx-xxx
Change: PF10: Add Change
Invoice Indicator: Change all to: Y
Save Change: PF10: Save Change
****

2. Late Charge Policy: Assess late charges at 10% after 10 days grace

PMS: 13 (Acct/Schd Maintenance)
PMS: 01 (General Data Input)
Acct Scd: xxxxxxx-xxx
Change: PF10: Add Change
L/C Policy Set to: Change to: 26
Override L/C: Change to: N
Save Change: PF10: Save Change
****

3. Personal Property Tax: Assesses Personal Property Tax on all assets

PMS: 13 (Acct/Schd Maintenance)
PMS: 19 (Asset Descriptive)
Acct Scd: xxxxxxx-xxx
Change: PF10: Add's Change
PPTax Pay Indicator: Change to: G (on ALL assets)
**********EXCEPTIONS**********
If Asset in Tennessee: Change to: C (on ALL assets)
If PPTax Pay = "T": Do NOT Change: "T"ermanated

****

4.. CALC: Add Management Flag to acct
Action Result Code: MG_MT
Save Comments: PF1 to save
Continue Add: COMX ~ Paste comment:

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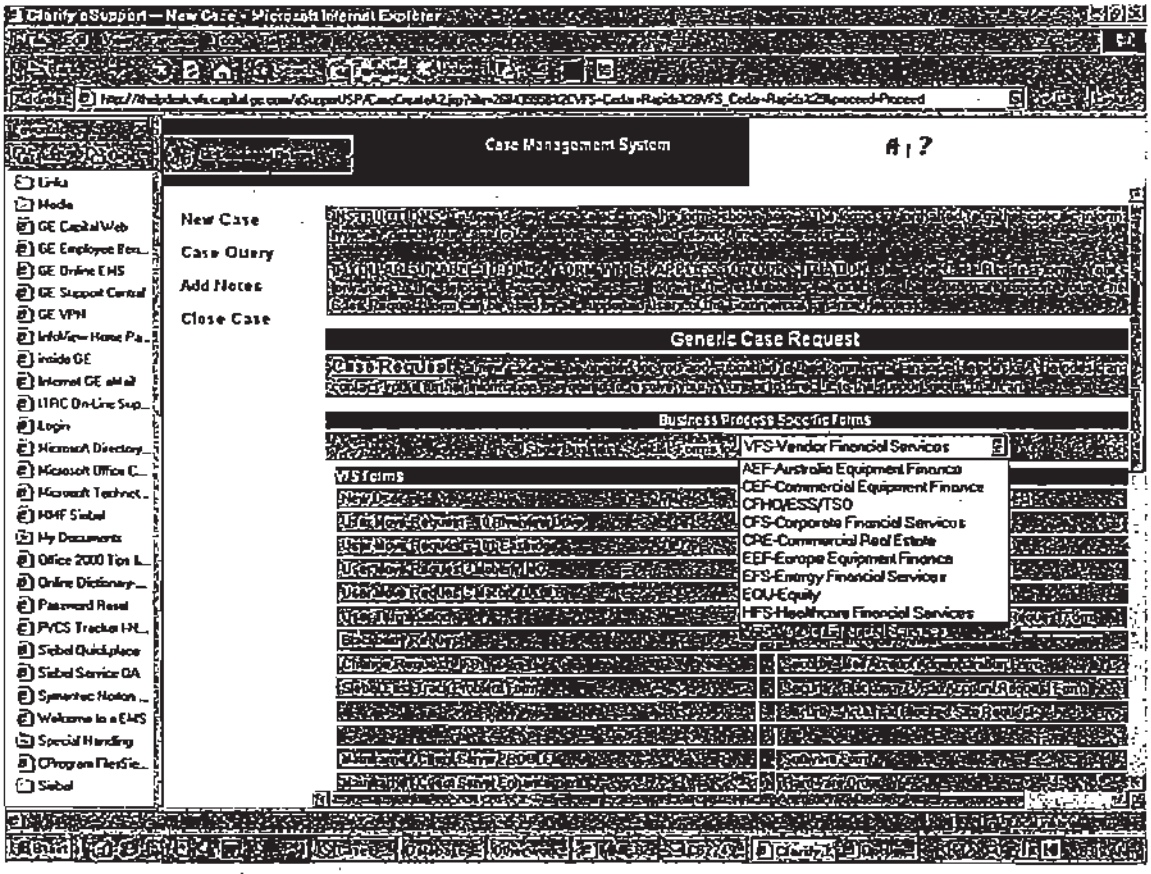
4. Copy & Paste: See next line for "Flip Comments"

"File flipped to GE for servicing
Account Flip is handled by Collette Darden
**Canon has sent customer letter breaking blind assignment and has flipped accl to GE for servicing -
**Management flag has been added and Invoicing turned to Auto w/customer address verification completed "
Continue Save: PF1 to save

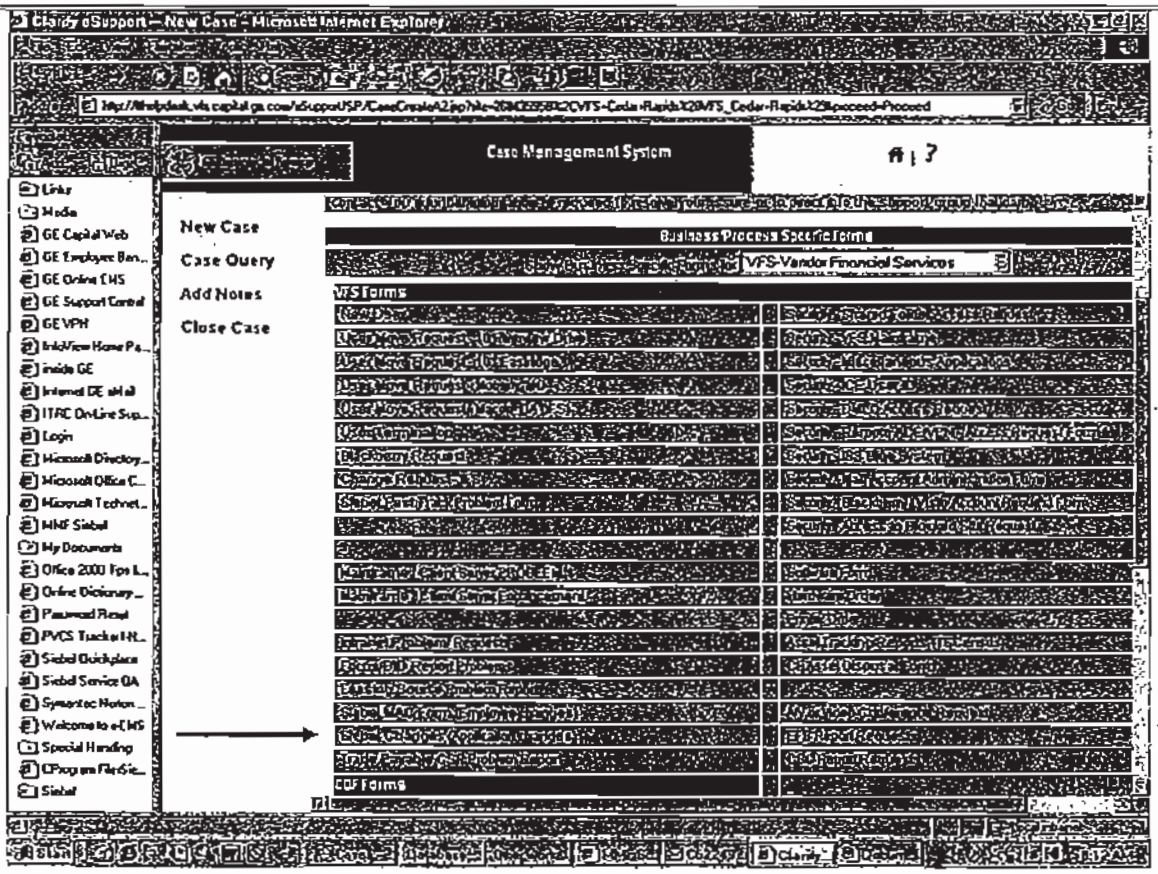
********** **Steps to open a case to the ITRC for Siebel Service Requests.**

*Only use if macro failure

1. If you select on Show Business Specific forms for. Select VFS-Vendor Financial Services. As shown below.



2. Next scroll down under VFS forms until you see on the left hand side Siebel Changes (Application changes). This will ensure that it is routed directly to the Siebel team. As shown below



3. Next you will give it a case title
4. Case Type: Request for service
5. Case Description: Please open Siebel Service Requests from the attached spreadsheet.
6. Proceed
7. Select the Add attachments. And browse for you attachment click open.

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Need to contact Stephanie Williams where faxes will go for approval

****

5 Canon process for "Assumption"

- Canon sends the "Assignee application for credit" to the Bannockburn credit/risk department for approval.
- Once the Assignee is approved Canon will send us the T&A documents via fax which shows us the "original name" then the "NEW name" with SIGNATURES from both parties
- Call the specific Canon rep and request the "NEW" CFS account# - (Canon often forgets to provide this information however it is critical for cash posting)
- Open up an SR to Catogory: Invoice – Type: Name Chagne to change name in system and assign to Katherine Nji -
  - In SR be sure to state that
    - "Canon blind assignment ASSUMPTION please change in system only – Do not contact customer or Send invoice/correspondence"

    Request in SR that the NEW vendor x-reference # in system and move the old (or original) to the vendor x-reference2 In PMS 13 – PMS 1
- Document the following in CALC:
  - *Assumption documentation approved to change customer from : ABC INC to XYZ INC – Copies of docs to imaging – faxed approval to CFS*

****

Process for Canon Equipment Exchange

- Canon will request exchange of equipmenL Send e-mail back to Canon authorizing the exchange.
- Request from Canon equipment change addendum notice with customer's signature.
- Document in the system all notes regarding the equipment exchange.
- Once addendum is received, open up SR to have equipment description and serial number change in the system.
- Send equipment exchange addendum notice to be imaged.

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****

5.1.1 Email Language For Early Flip Request from Canon

Insert Cust name – CFS# - GE#
Thanks for the heads up!
You have our authorization to initiate early flip due to deteriorating financial situation of customer. Please send customer the "assignment Letter" and overnight Flip Package to my attention

****

Flipped account at End of Term Process.

When a Canon customer has paid their Buyout to Return quote or the customer has sent us proper "intent to return notification"

Canon will send us "RETURN PACKAGE" with:

- Copies of the lease documents -
- Copies of the Canon collector's notes -
- Copies of "Assignment Notification Letter" -
- Copies of the Customer's intent to return notification -

Please make sure that we do the following:
Change address in PMS/CALC to Customer's address
Change remit name & address to GE Capital:

****Do NOT change invoice media/status** (Leave Invoice set to NONE)**

Put "MGMT" flag on account
AND Paste the following notes into the remarks when putting the "MGMT" flag on:

**Canon has sent the customer the "Assignment Notification letter" breaking the blind assignment and has flipped account to GE for servicing.
**Canon has advised us that customer has either paid buyout to return or has sent proper "intent to return notification" – GE needs to send ship instructions to customer or contact CFS warehouse to retrieve equipment
**Contact Ellen Hogan in AMO w/any questions.

****

6 Canon process for "Name Change"

- Canon sends us via fax a name change request with a corporate amendment notification that shows us the "original name" then the "NEW name"

- Provided the documentation is indeed a name change then document the following on the return fax
  - CFS acct #
  - GE acct #
  - "Customer's name change is approved"

- Open up an SR to Catogory: Invoice – Type: Name Chagne to change name in system and assign to Katherine Nji -
- In SR be sure to state that
  - "Canon blind assignment NAME CHANGE please change in system only ~ Do not contact customer or Send invoice/correspondence"

- Document the following in CALC:
  - ***Name change approved w/corporate amendment from : ABC INC to XYZ INC – Copies of docs to imaging – faxed approval to CFS***

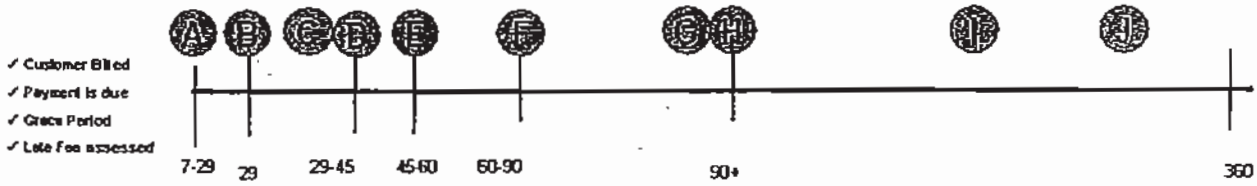
7 Collection Process

7.1 Collection Process Overview

As of 8/15/05, Canon accounts fall into __ collector code – ___ , under the ____ Org code.

Canon accounts follow the DVF Collection timeline below. If vendor issues with customer – you need to contact Canon directly and have them contact the dealer.

DVF Collections Timeline



A - Initial call to customer

B - Follow up calls – unable to contact letter

C - Escalation call "First" letter

D - Continue escalation to: Skip Trace , ARA, financial status , Repo, "Second" Letter

E - Firm collection call to owner, CFO, CEO, PG's. "Final Demand" letter with 10 day response required. Determine recourse requirements when applicable

F – Begin reviewing for litigation/agency, continue D and E

G – Refer to litigations/agency if applicable. Establish payment plan, restructure etc. Fulfill recourse requirements when applicable.

H - Continue to contact customer: notice of assignment, Repo letter, Continue with Step D as needed

I - Account exhausted, document synopsis & prepare account , including 50K write-up if applicable, for agency or Litigation

J - Final review for write off.

Assertive actions earlier in the delinquency timeline

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7.2 Vouchers

If a voucher is identified on an account, the collector will identify what types of funds are contained in the voucher.

If it is a 312 voucher, then the collector will open a Siebel Service Request to give the cash application team instructions on how to apply to the proper account(s).

If it is a 313 voucher, then the collector will open a Siebel Service Request to give the cash application team instructions on how to apply to the proper account(s).

If it is a 355 voucher and the monies are resale of equipment, then the collector will leave the money in voucher. This money will be processed once the account is written off or terminated.

If it is a 355 voucher and the monies are settlement funds that were negotiated, then the collector will leave the money in voucher. This money will be processed once the account is written off or terminated.

7.3 Quoting Buyouts

Details...

7.4 Settlements

All settlements on the Canon program must be approved by ____. This can be confirmed via email or faxed authorization.

All settlement money should be placed in 355 voucher on the account.

7.5 Repossession

All information regarding removals should be placed through AMO. Canon and our Sales group need to be made aware of situation.

If we do not receive consent to repossess the equipment, see the Litigation process.

7.6 Scratch Policy-TBD

The BLANK program follows the DVF scratch policy. Please see attachment below for details.

"Scratch Policy 36.1 - updated 9-30-04.doc

7.7 Litigation

Create a Service Request type <Lit Referral> and attach the Account Referral Synopsis. The SR will be reviewed by the DVF Litigation team leader to consider pursuing litigation.

Once this is approved, the DVF Litigation Team Leader assigns the case to a Litigation Specialist.

7.8 Write-Off Process

If write off is suggested, the collector submits via email to the DVF Industrial Team Leader and BLANK to review and to approve. If approved, it is submitted for write off via the DVF pipeline by the Team Leader.

Accounts that are written off will get routed to a collection agency.

7.9 Collection Agency

After an account has been written off, the automated agency program picks it up and routes it to an external collection agency for continuing efforts.

The account will stay with the 1st placement agency for 6 months. Once the first 6 months are up, it is recalled from the 1st placement agency and re-routed to the secondary placement agency. The secondary placement agency will continue collection efforts.

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10 Contacts

10.1 Sales and Risk Contacts

Name/Title	Address	Phone/Fax Numbers	Email
Tom McLay/Risk	Danbury, CT	Phone: 8-662-6422	tom.mclay@ge.com
Collette Darden/Cash Posting	Cedar Rapids, IA	319-841-7949	Collectte.darden@ge.com
Sara Weaver/Tax	Cedar Rapids, IA	319-841-7516	Sara.weaver@ge.com
Lisa Thomason/Sales	Moberly, MO	8-453-1266	lisa.thomason@ge.com

10.2 Vendor Contacts

Name/Title	Address	Phone/Fax Numbers	Email
Stephanie Williams/Collections Manager	New Jersey	800-220-0200	Swiliiams@cusa.canon.com
Helene Ostberg/Collections Manager	New Jersey	800-220-0200	Hostberg@cusa.canon.com
Toni Ninetto/Manager	New Jersey	800-220-0200	Aninetto@cusa.canon.com
Rob Hollenback/Treasurer	New Jersey	800-220-0200	Rhollenback@cusa.canon.com
Bill Crandley/Accounting Manger	New Jersey	800-220-0200	Wcrandley@cusa.canon.com

10.3 Internal Contacts

Name/Title	Address	Phone/Fax Numbers	Email
Ann Brady Collection Leader	1010 Thomas Edison Blvd Cedar Rapids, IA 52406	Phone: 319-841-7219 Dial Com: 8*557-7219	Ann.Brady@ge.com
Brandi Allen Collection Manager	1010 Thomas Edison Blvd Cedar Rapids, IA 52406	Phone: 319-841-7267 Dial Com: 8*557-7267	Brandi.Allen@ge.com
Tammy Thompson Industrial Team Leader	1010 Thomas Edison Blvd Cedar Rapids, IA 52406	Phone: 319-841-7061 Dial Com: 8*557-7061	Tammy.thompson@ge.com
Steve Louvar Litigation Team Leader	1010 Thomas Edison Blvd Cedar Rapids, IA 52406	Phone: 319-841-7920 Dial Com: 8*557-7920	Steven.Louvar@ge.com
Laurie Kubu-Wacker Compliance Analyst	1010 Thomas Edison Blvd Cedar Rapids, IA 52406	Phone: 319-841-7751 Dial Com: 8*557-7751	Laurie.kubu-wacker@ge.com
Janell Wright Agency Specialist	1010 Thomas Edison Blvd Cedar Rapids, IA 52406	Phone: 319-841-7959 Dial Com: 8*557-7959	janell.wright@ge.com

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Certificate of Service

I hereby certify that on May 22, 2016 I electronically filed the following documents with the Clerk of Court by using CM/ECF system:

APPELLANTS' REQUEST FOR JUDICIAL NOTICE FILED IN CONJUNCTION WITH RESPONSE TO ORDER TO SHOW CAUSE DATED APRIL 25, 2016

Participants in the case who are registered CM/ECF users will be served by the CM/ECF system.

I declare under penalty of perjury under the laws of the State of California the foregoing is true and correct and this declaration was executed on May 22, 2016 Los Angeles, California.

s/ Matthew Melaragno

USSC - 001109

APPENDIX 33

NINA R. RINGGOLD, ESQ. (SBN (CA) 133735)
LAW OFFICE OF NINA R. RINGGOLD
9420 Reseda Blvd. #361
Northridge, CA 91324
Telephone: (818) 773-2409
Facsimile: (866) 340-4312
Email: nrringgold@aol.com
Attorney for Plaintiffs

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA

THE LAW OFFICES OF NINA RINGGOLD AND ALL CURRENT CLIENTS THEREOF on their own behalves and all similarly situated persons,

Plaintiffs,

v.

JERRY BROWN in his Individual and Official Capacity as Governor of the State of California and in his Individual and Official Capacity as Former Attorney General of the State of California; KAMALA HARRIS in her Individual and Official Capacity as Current Attorney General of the State of California, COMMISSION ON JUDICIAL PERFORMANCE OF THE STATE OF CALIFORNIA as a state agency and constitutional entity, ELAINE HOWLE in her Individual and Official Capacity as California State Auditor and DOES 1-10.

Defendants.

Case No.: 2:12-CV-00717-JAM-JFM

REQUEST FOR APPOINTMENT OF A THREE-JUDGE COURT

REQUEST FOR APPOINTMENT OF A THREE JUDGE COURT

Plaintiffs request the Court to notify the Chief Judge of the Circuit that plaintiffs' claims that defendants have failed to comply with the Voting Rights Act as amended are required to be heard by a three judge court pursuant to 28 U.S.C. § 2284. This notification was also made in the Second Amended Complaint filed in this action at paragraph 78.

Plaintiffs request an intercircuit assignment outside the State of California pursuant to 28 U.S.C. § 292 (d) or § 294 (d) due to the fact that a substantial number of federal judges in this court and Circuit have direct financial and general interests in the case due to the fact that they were former state court judges. And, under the California Political Reform Act claims of the Second Amended Complaint plaintiffs are seeking statutory penalties for the benefit of the class. Plaintiffs request that the statutory judicial officer present a certificate of necessity under the statutory procedures.

The complaint alleges that defendants have failed to comply with the Voting Rights Act of 1965 as Amended. (52 U.S.C. § 10101 (formerly 42 U.S.C. § 1971), 52 U.S.C. § 10302 (formerly 42 U.S.C. § 1973a), 52 U.S.C. § 10304((formerly 42 U.S.C §1973c), 52 U.S.C. § 10307 (b) & (d)(formerly 42 U.S.C. § 1973i)). This includes vote dilution methods as to racial and language minorities; methods of intimidation, threats, coercion or attempts to do so; methods of intimidation, threats, coercion of persons for urging or aiding in voting rights activities.; concealment of material facts in judicial elections (i.e. information concerning the true status of judicial incumbency during countywide judicial retention elections, failure to disclose constitutional vacancy of office that requires a judicial election, and failure to disclose truthful, correct, and necessary information concerning judicial candidates on the ballot itself). The County of Los Angeles is covered under the bail in mechanism under section 3 (c) of the Voting Rights Act. The County of Los

Angeles has already been held to have engaged in intentional discriminatory vote dilution methods in Garza v. County of Los Angeles, 918 F.2d 763 (9th Cir. 1990).

Dated: October 17, 2016

Respectfully submitted,

LAW OFFICE OF NINA RINGGOLD

By: s/ Nina R. Ringgold, Esq.

Nina Ringgold, Esq.
Attorney for the Plaintiffs

USSC - 001113

Certificate of Service

I hereby certify that on October 18, 2016, I electronically filed the following documents with the Clerk of Court by using CM/ECF system:

REQUEST FOR APPOINTMENT OF A THREE-JUDGE COURT

Participants in the case who are registered CM/ECF users will be served by the CM/ECF system.

On October 18, 2016, I have deposited a true and correct copy of the item specified above by certified mail return receipt requested to the following:

Jerry Brown
State Capitol
1315 10th Street
Room 1173
Sacramento, CA 95814

Kamala Harris
Attorney General
1300 I Street, Suite 125
Sacramento, CA 94244

I declare under penalty of perjury under the laws of the State of California the foregoing is true and correct and this declaration was executed on October 18, 2016 at Los Angeles, California.

s/ Matthew Melaragno

USSC - 001114

USSC - 001115

APPENDIX 34

This is an automatic e-mail message generated by the CM/ECF system. Please DO NOT RESPOND to this e-mail because the mail box is unattended.
*****NOTE TO PUBLIC ACCESS USERS*** Judicial Conference of the United States policy permits attorneys of record and parties in a case (including pro se litigants) to receive one free electronic copy of all documents filed electronically, if receipt is required by law or directed by the filer. PACER access fees apply to all other users. To avoid later charges, download a copy of each document during this first viewing. However, if the referenced document is a transcript, the free copy and 30 page limit do not apply.**

U.S. District Court

Eastern District of California - Live System

Notice of Electronic Filing

The following transaction was entered on 10/20/2016 at 8:40 AM PDT and filed on 10/20/2016

Case Name: Ringgold et al v. Brown et al
Case Number: 2:12-cv-00717-JAM-JFM
Filer:
WARNING: CASE CLOSED on 01/23/2013
Document Number: 100(No document attached)

Docket Text:
MINUTE ORDER: Plaintiff filed a request for appointment of a three judge court on October 18, 2016. ECF No. 98. The request is not properly before the Court. A request to the Court by any party must be filed as a motion. Plaintiff must request a hearing date and properly notice and serve the motion. The Court hereby STRIKES Plaintiffs request at ECF No. 98 from the docket. IT IS SO ORDERED. (TEXT ENTRY ONLY)(Vine, H)

2:12-cv-00717-JAM-JFM Notice has been electronically mailed to:

Catherine Woodbridge catherine.woodbridge@doj.ca.gov, alberto.gonzalez@doj.ca.gov, michelle.schoenhardt@doj.ca.gov, priscilla.lucas@doj.ca.gov, tort-ecf@doj.ca.gov

Margaret Carew Toledo peg@toledolawcorp.com, sue@toledolawcorp.com

Nina Rae Ringgold nrringgold@aol.com, clopez9999@aol.com

Stephen Lau slau@mgslaw.com, mburkart@mgslaw.com

2:12-cv-00717-JAM-JFM Electronically filed documents must be served conventionally by the filer to:

APPENDIX 35

Court of Appeal, Second Appellate District
Daniel P. Potter, Clerk
Electronically RECEIVED on 5/8/2019 at 10:33:20 PM

Court of Appeal, Second Appellate District
Daniel P. Potter, Clerk
Electronically FILED on 5/8/2019 by Joyce Hatter, Deputy Clerk

LAC

IN THE COURT OF APPEAL OF THE STATE OF CALIFORNIA

SECOND APPELLATE DISTRICT

DIVISION TWO

ASAP COPY AND PRINT; ALI TAZHIBI dba ASAP COPY AND PRINT ; ALI TAZHIBI, AZITA DARYARAM, MASIH TAZHIBI, MATIN TAZHIBI,	) 2nd Civ. Nos. B284364,) B286786, B290367))) LASC No. PC043358
Appellants,	)
v.	)
CANON BUSINESS SOLUTIONS, INC.; CANON FINANCIAL SERVICES, INC.; GENERAL ELECTRIC CAPITAL CORP.; HEMAR, ROUSSO & HEALD LLP	)))))
Respondents.	))

COURT OF APPEAL – SECOND DIST.
FILED
ELECTRONICALLY
May 10, 2019
DANIEL P. POTTER, Clerk
JHatter Deputy Clerk

MOTION TO RECALL REMITTITUR DATED APRIL 11, 2019 AND TO STAY APPEAL PENDING DETERMINATION OF PETITIONS FOR A WRIT OF CERTIORARI OR STAY PENDING THE UNITED STATES SUPREME COURT'S DETERIMINATION OF APPLICATIONS FOR STAY AND INJUNCTION PENDING THE FILING AND DISPOSITION OF PETITIONS FOR A WRIT OF CERTIORARI

On Appeal From Orders of the Superior Court of the State of California,
County of Los Angeles, The Honorable Barbara J. Scheper,
The Honorable Stephen Pfahler

NINA RINGGOLD, Esq. (SBN 133735)
17901 Malden St.
Northridge, CA 91325
Telephone: (818) 773-2409
Attorney for Appellants

USSC - 001119

APPENDIX

36

Court of Appeal, Second Appellate District, Division Four - Nos. B248667, B250084, B256763, B261032

S257525

IN THE SUPREME COURT OF CALIFORNIA

En Banc

LISA TURNER et al., Plaintiffs and Appellants,

v.

THE RULE COMPANY et al., Defendants and Respondents;

LISA TURNER et al., Plaintiffs and Appellants,

v.

HARTFORD CASUALTY INSURANCE COMPANY; Defendant and Appellant;

THE RULE COMPANY et al., Defendants and Respondents.

SUPREME COURT
FILED
AUG 28 2019
Jorge Navarrete Clerk
Deputy

The petition for review and application for stay are denied.

CANTIL-SAKAUYE

Chief Justice

USSC - 001121

APPENDIX 37

9th Cir. Civ. Case No. 19-55518
USDC Case No. Case No. 2:19-cv-00301-GW-MRWx

IN THE UNITED STATES COURT OF APPEALS
FOR THE NINTH CIRCUIT

THE STATE BAR OF CALIFORNIA; BOARD OF TRUSTEES OF THE STATE BAR OF CALIFORNIA; THOMAS MILLER former General Counsel, VANESSA HOLTON current General Counsel; STATE BAR COURT OF CALIFORNIA; JAYNE KIM former Chief Trial Counsel, STEVEN MOAWAD former Chief Trial Counsel, MELANIE J. LAWRENCE interim Chief Trial Counsel; ASHOD MOORADIAN, AGUSTIN HERNANDEZ, ROSS VISELMAN trial counsel; CRAIG MATHENY investigator, BARBARA FIELD investigator, and any other alleged investigator(s); all the above independently and as persons and/or entities governed under Cal. B&P Code § 6031 (b), and DOES 1-10,

Plaintiff and Appellees,

NINA R. RINGGOLD, ESQ., LAW OFFICES OF NINA R. RINGGOLD as member of the State Bar of California with clients protected under § § 1 - 3 of the Civil Rights Act of 1866 and Cal. B&P Code § 6001.1 (eff. 10/2/11) and engaged in action under Voting Rights Act that Seeks a Special Judicial Election in the State of California,

Defendants and Appellants.

From the United States District Court for the Central District
The Honorable George H. Wu

APPELLANTS' FOR SUMMARY REVERSAL

NINA RINGGOLD, Esq. (SBN #133735)
Attorney for Appellants
Law Offices of Nina R. Ringgold
17901 Malden Street, Northridge, CA 91325
Telephone: (818) 773-2409
Facsimile: (866) 340-4312

TO THE HONORABLE JUSTICES OF THE UNITED STATES COURT OF APPEALS FOR THE NINTH CIRCUIT

Appellants Nina Ringgold and the Law Offices of Nina Ringgold hereby file this motion for summary reversal. Appellants have filed volumes 1-5 of Exhibits which are incorporated by this reference. Volume 5 is filed under seal.[1]

I.

BACKGROUND

Appellant is African American and has been a member of the bar in good standing for over 30 years with no record of discipline and still to this day has had no client complaint filed with the state bar. Appellant law office has a long history of representing the most vulnerable populations in the State of California. Appellants and others filed a voting rights case seeking a monitored special judicial election in the State of California starting with the County of Los Angeles. The County of Los Angeles and its Board of Supervisors were held to have engaged in intentional voting discrimination resulting in a federal decree. See

[1] These volumes are appellants' proposed excerpts of record.

of Garza v. County of Los Angeles, 918 F.2d 763 (9th Cir. 1990). Appellants claimed that the state bar and others were retaliating against appellants, appellants' clients, and others associated with the voting rights case.

In March 2015 appellants requested a Early Neutral Evaluation ("ENEC") *which is not a disciplinary proceeding in any form or fashion.* No disciplinary proceeding can be engaged until an ENEC is completed. All proceedings in the ENEC are confidential as a matter of law. It was discovered just prior to the ENEC that by law all employees of the State Bar (its attorneys, judges, ENEC evaluators etc) are prohibited from evaluation or review of the conduct of a judge or justice.

On March 23, 2015 appellant removed this regulatory cause and non-disciplinary matter to the federal court. (Dkt 8 15-cv-02159-GW-MRW). The notice of removal made clear that there was no disciplinary proceeding and all confidential submissions made to the ENEC were filed under seal in the district court. In retaliation the state bar trial counsel's office filed a void and false disciplinary charge on April 5, 2014 and after removal had been perfected. The State Bar requested a stay of the void proceedings it

created. In that filing it admitted that the proceedings it had initiated in the state bar court were void *ab initio*. It then provided the false and void charge to adversaries of appellant's clients with pending cases in the state court.

The motion for remand filed by the State Bar made *absolutely no mention* of the civil rights removal statutes which was the primary basis for removal. It solely addressed 28 U.S.C. §§ 1441 and 1447. (Dkt 19-1 150cv0921590GW-MRW). Without allowing appellants to respond the district judge sua sponte raised matters pertaining to the civil rights removal including an indication that the Civil Rights Act of 1866 had been superceded. The civil rights act specifically allows removal of "causes" by "persons' and to seek relief by habeas corpus. Focusing primarily on an indication that a "cause" could not be removed the district court judge did not find that a disciplinary proceeding existed. The clerk of court then transmitted a remand order to the Office of the General Counsel of the State Bar.

The remand of this case, a regulatory cause, was affirmed on appeal.

Without authority the Office of the General Counsel of the State Bar modified the transmittal of the clerk of the district court and then forwarded the transmittal to the State Bar Court. (Skipping over the mandatory ENEC).

Appellants filed a formal objection and reservation of federal rights and also filed a response to the charge under protest and reserving federal rights. Appellants' filings prominently note that the tribunal lacked jurisdiction and the proceedings violated 28 U.S.C. § 1446 (d). After filing a formal motion regarding the lack of jurisdiction, appellants filed a new and separate removal from the void proceedings created by the State Bar. There now exist a "proceeding" and new removal included new persons involved in creating, initiating, and circulating the false void charge, engaged in the retaliation including other persons involved in the voting rights case, and the State Bar Court.

Appellants' removal filed on January 15, 2019 involved the new proceedings initiated by the State Bar under the March 23, 2015 false and void charge. On April 29, 2019 the court entered a remand order and the

order does not make a finding that the March 23, 2015 admitted void charge and proceeding thereunder was filed in violation of 28 U.S.C. § 1446(d). The April 29, 2019 remand order says it is based on the same reasons in the different case –the March 23, 2015 removal. However, there did not exist any charge or alleged disciplinary charge in the prior removal. The court could have, but did not, conduct an evidentiary hearing, or oral argument to address any issue it believed to need clarification.

(See v1 1-7; v2 32-150, 154-156, 180-248; v3 249-377; v 478-491, 592-637, v5(sealed)).

II.

LEGAL STANDARD

In the instant appeal it can be easily established that the applicable law is well settled, the pertinent facts are not disputed, and the order on review is clearly in error. See Brosseau v. Haugen, 125 S.Ct. 596, 598 fn 3 (2004). This court's summary procedure is borrowed from the Supreme Court practice. See United States v. Harris, 846 F.2d 50 (1988).

III.

LEGAL DISCUSSION

SUMMARY OF UNDISPUTED FACTS SUPPORTED BY THE RECORD AND WELL SETTLED LAW

1. The *alleged* March 23, 2015 charge and *alleged* disciplinary proceedings violated the Supremacy Clause and 28 U.S.C. § 1446 (d) and the district court had jurisdiction. The March 23, 2015 charge was filed after removal and after jurisdiction had terminated.

Facts: The State Bar created a proceeding in violation of federal removal jurisdiction. It filed written admission (a judicial admission) that the proceedings it created were void *ab initio*. ("Void Proceedings"). While acknowledging in created the void charge and proceeding in violation of federal law, it nevertheless argued that the federal court lacked jurisdiction over the proceedings. (See v4 715, v2 192-198).[2]

[2] Judicial admissions are formal admissions in the pleadings which have the effect of withdrawing a fact from issue and dispensing wholly with the need for proof of the fact." See American Title Ins. Co. v. Lacelaw Corp., 861 F.2d 224, 226 (9th Cir. 1988), Oscanyan v. Arms Co., 103 U.S. 261, 263 (1880), United States v. Crawford, 372 F.3d 1048, 1055 (9th Cir.2004).

Law: Supremacy Clause (U.S. Const. Art. VI cl. 2); 1446 (d); National S.S. Co. v. Tugman, 106 U.S. 118, 122-123 (1882); Ackerman v. Exxon Mobil Corp., 734 F.3d 237 (4th Cir. 2013); Maseda v. Honda Motor Corp., 861 F.2d 1248 Ltd (11 Cir 1988); Virgil v. Mora Independent Schools, 841 F.Supp.2d 1238(D. N.M. 2012); Murray v. Ford Motor Co. . 770 F.2d 461, 463 (5th Cir. 1985); U.S. ex rel Echevarria v. Silberglitt, 441 F.2d 225 (2nd Cir. 1971); See Mississippi Power Co. v. Luter (1976) 336 So.2d 753 (Cal. 1976); State of S.C. v. Moore , 447 F.2d 1067 (Cal. 1971). The law is clear that a district court has jurisdiction over a case created in violation of its jurisdiction.

2. The Office of General Counsel of the State Bar had no authority to modify the transmittal of remand of the clerk of the United States District Court for the Central District of California therefore the district court had jurisdiction

Facts: In an effort to conceal the Void Proceedings the General Counsel's Office of the State Bar, without authorization or authority, modified a transmittal of the clerk of the United States District Court for the Central District of California directed to the Office of the General

---

There does not exist a disciplinary proceeding, but rather a void proceeding in violation of federal jurisdiction.

Counsel to the State Bar Court to give the false impression that there "always existed a disciplinary proceeding in the state bar court " before the March 23, 2015. (v4 669-671, v2 44-45).

Law: Supremacy Clause (U.S. Const. Art. VI cl. 2); 1446 (d); National S.S. Co. v. Tugman, 106 U.S. 118, 122-123 (1882); Ackerman v. Exxon Mobil Corp., 734 F.3d 237 (4th Cir. 2013)

3. The appellee filed an untimely motion for remand therefore the federal court had jurisdiction

Facts: Appellant filed the petition to remove on January 15, 2019 and appellee untimely filed a motion to remand beyond the 30-day limitation period. Appellees arguments solely had to do with irregularity in the removal procedure and such arguments are waived. (v3 432-455, v 592-637).

Law: 28 U.S.C. § 1447 (c); Barsi v. Sulpico Lines, Inc., 932 F.2d 1540, 1544 (5th Cir. 1991).

4. The Civil Rights Act of 1866 has not been superseded by other civil rights law and the federal court has original and exclusive jurisdiction under Section 1 and 3.

Facts: On the first removal without allowing appellants to respond or

participate in briefing the issue, and with no motion filed by appellees concerning the Civil Rights Act of 1866, the district court judge sua sponte raised a legal view that the Civil Rights Act of 1866 had been superseded. The court cited to the case of Chapman v. Houston Welfare Rights Org., 441 U.S. 600, 650 (1979).

The Supreme Court has consistently held that the 1866 Act had not been replaced or superseded. Georgia v. Rachel, 384 U.S. 780 (1966) which involved 28 U.S.C. § 1443 did not involve removal under removal under Section 3 of the Civil Rights Act of 1866. However it stressed that the amendments to 28 U.S.C. § 1443 were technical in nature and that Congress was careful not to override existing statutory remedies. (such as the 1866 Act). It held that that section 641 of the revised statutes of 1874 were comparable to the 1866 Act, not that the revised statutes supplanted the 1866 Act. (Id. at 790). It further determined that the revised statutes did not limit removal under existing and future statutes. (Id. 789). The Supreme Court determined that the commissioners involved in the revised statutes had no authority to change existing law or the 1866 Act and that 28 U.S.C.

§1443 used the 1866 Act as only a model. Id. at 791. The Supreme Court has consistently held that the 1866 Act is not limited by other civil rights law. Sullivan v. Little Hunting Park, Inc., 396 U.S. 229, 237-238 (1969).

Law: There have been subsequent cases specifying that Chapman did not hold that the Civil Rights Act of 1866 had been superceded. This was relevant because the Civil Rights Act of 1866 allows a "cause" rather than a "proceeding" to be removed. See Kruebbe v. Beevers, 692 Fed.Appx. 173 (5th Cir. 2017); Brian J. Robinson v. State of Texas, et al, No. 4:18-cv-66, 2018 WL 4057192 (E.D. Texas August 2018)*4-5; Parris v. Parris, No. 4:17-cv-504, 2017 WL 5184567 (5th Cir. 2017) *175-176; Section 1 & 3 of the Civil Rights Act of 1866; Georgia v. Rachel, 384 U.S. 780 (1966); Sullivan v. Little Hunting Park, Inc., 396 U.S. 229, 237-238 (1969).

5. A writ of habeas corpus can be combined with a petition for removal therefore the district court had jurisdiction

Facts: The district court had an incorrect and erroneous view that a petition for removal could not be combined with other petitions, including a petition for habeas corpus.

Law: Facts: U.S. ex rel Echevarria v. Silberglitt 441 F.2d 225 (2nd Cir.

1971); Wyche v. Hester, 431 F.2d 791 (5th Cir. 1970); Section 3 of the Civil Rights Act of 1866.

V. CONCLUSION

This motion demonstrates that even a cursory review of the record demonstrates that the court had jurisdiction under the federal civil rights removal statutes and independent writs filed on January15, 2019, that the applicable law did no support a remand order particularly without an evidentiary hearing. Also the order was in error by not considering the other writ petitions combined with removal (including the writ of habeas corpus). Also given the showing of the prejudice and discriminatory retaliation that there also existed a basis for federal jurisdiction and the stay and injunction requested pending review and disposition of matters in the Supreme Court.

For the foregoing reasons and as supported by proposed excerpts of record, this court should grant the motion for summary.

Dated: September 3, 2019

LAW OFFICE OF NINA RINGGOLD

By: /s/ Nina Ringgold_____
Nina Ringgold, Esq.
Attorney for the Appellant

Certificate of Service

I hereby certify that I electronically filed the document specified below with the Clerk of the Court for the United States Court of Appeals for the Ninth Circuit by using the appellate CM/ECF system on September 4, 2019.

APPELLANTS' MOTION FOR SUMMARY REVERSAL

]

Participants in the case who are registered CM/ECF users will be served by the appellate CM/ECF system.

s/ Matthew Melaragno_____

USSC - 001136

9th Cir. Civ. Case No. 19-55518
USDC Case No. Case No. 2:19-cv-00301-GW-MRWx

IN THE UNITED STATES COURT OF APPEALS
FOR THE NINTH CIRCUIT

THE STATE BAR OF CALIFORNIA; BOARD OF TRUSTEES OF THE STATE BAR OF CALIFORNIA; THOMAS MILLER former General Counsel, VANESSA HOLTON current General Counsel; STATE BAR COURT OF CALIFORNIA; JAYNE KIM former Chief Trial Counsel, STEVEN MOAWAD former Chief Trial Counsel, MELANIE J. LAWRENCE interim Chief Trial Counsel; ASHOD MOORADIAN, AGUSTIN HERNANDEZ, ROSS VISELMAN trial counsel; CRAIG MATHENY investigator, BARBARA FIELD investigator, and any other alleged investigator(s); all the above independently and as persons and/or entities governed under Cal. B&P Code § 6031 (b), and DOES 1-10,

Plaintiff and Appellees,

NINA R. RINGGOLD, ESQ., LAW OFFICES OF NINA R. RINGGOLD as member of the State Bar of California with clients protected under § § 1 - 3 of the Civil Rights Act of 1866 and Cal. B&P Code § 6001.1 (eff. 10/2/11) and engaged in action under Voting Rights Act that Seeks a Special Judicial Election in the State of California,

Defendants and Appellants.

From the United States District Court for the Central District
The Honorable George H. Wu

APPELLANTS' ERRATA TO MOTION FOR SUMMARY REVERSAL

NINA RINGGOLD, Esq. (SBN #133735)
Attorney for Appellants
Law Offices of Nina R. Ringgold
17901 Malden Street, Northridge, CA 91325
Telephone: (818) 773-2409
Facsimile: (866) 340-4312

TO THE HONORABLE JUSTICES OF THE UNITED STATES COURT OF APPEALS FOR THE NINTH CIRCUIT

Appellants make the following corrections to citation at page 8 of their motion for summary reversal. The corrections are in bold.

" Law: Supremacy Clause (U.S. Const. Art. VI cl. 2); 1446 (d); National S.S. Co. v. Tugman, 106 U.S. 118, 122-123 (1882); Ackerman v. Exxon Mobil Corp., 734 F.3d 237 (4th Cir. 2013); Maseda v. Honda Motor Corp., 861 F.2d 1248 Ltd (11 Cir 1988); **Vigil** v. Mora Independent Schools, 841 F.Supp.2d 1238(D. N.M. 2012); Murray v. Ford Motor Co. . 770 F.2d 461, 463 (5th Cir. 1985); U.S. ex rel Echevarria v. Silberglitt, 441 F.2d 225 (2nd Cir. 1971); ~~**See**~~ Mississippi Power Co. v. Luter ~~(1976)~~ 336 So.2d 753 **(~~Cal.~~ Miss.** 1976); State of S.C. v. Moore , 447 F.2d 1067 (**~~Cal.~~ 4th Cir.** 1971). The law is clear that a district court has jurisdiction over a case created in violation of its jurisdiction."

Dated: September 5, 2019

LAW OFFICE OF NINA RINGGOLD

By: /s/ Nina Ringgold_____
Nina Ringgold, Esq.
Attorney for the Appellant

Certificate of Service

I hereby certify that I electronically filed the document specified below with the Clerk of the Court for the United States Court of Appeals for the Ninth Circuit by using the appellate CM/ECF system on September 4, 2019.

APPELLANTS' MOTION FOR SUMMARY REVERSAL

Participants in the case who are registered CM/ECF users will be served by the appellate CM/ECF system.

s/ Matthew Melaragno_____

APPENDIX

38

9th Cir. Civ. Case No. 19-55518
USDC Case No. Case No. 2:19-cv-00301-GW-MRWx

IN THE UNITED STATES COURT OF APPEALS
FOR THE NINTH CIRCUIT

THE STATE BAR OF CALIFORNIA; BOARD OF TRUSTEES OF THE STATE BAR OF CALIFORNIA; THOMAS MILLER former General Counsel, VANESSA HOLTON current General Counsel; STATE BAR COURT OF CALIFORNIA; JAYNE KIM former Chief Trial Counsel, STEVEN MOAWAD former Chief Trial Counsel, MELANIE J. LAWRENCE interim Chief Trial Counsel; ASHOD MOORADIAN, AGUSTIN HERNANDEZ, ROSS VISELMAN trial counsel; CRAIG MATHENY investigator, BARBARA FIELD investigator, and any other alleged investigator(s); all the above independently and as persons and/or entities governed under Cal. B&P Code § 6031 (b), and DOES 1-10,

Plaintiff and Appellees,

NINA R. RINGGOLD, ESQ., LAW OFFICES OF NINA R. RINGGOLD as member of the State Bar of California with clients protected under § § 1 - 3 of the Civil Rights Act of 1866 and Cal. B&P Code § 6001.1 (eff. 10/2/11) and engaged in action under Voting Rights Act that Seeks a Special Judicial Election in the State of California,

Defendants and Appellants.

From the United States District Court for the Central District
The Honorable George H. Wu

EMERGENCY MOTION AND SUPPORTING DECLARATION UNDER CIRCUIT RULE 27 – 3 FOR STAY AND INJUNCTION PENDING APPEAL AND DISPOSITION OF PROCEEDINGS IN THE UNITED STATES SUPREME COURT

(Time Sensitive Date: As soon as possible and no later than September 10, 2019)

NINA RINGGOLD, Esq. (SBN #133735)
Attorney for Appellants
Law Offices of Nina R. Ringgold
17901 Malden Street, Northridge, CA 91325
Telephone: (818) 773-2409
Facsimile: (866) 340-4312

CIRCUIT RULE 27-3 CERTIFICATE

SUMMARY FACTS SHOWING THE EXISTENCE AND NATURE OF CLAIMED EMERGENCY

- **Appellants seek a stay and injunction pending disposition of this motion.**
- **Appellants seek a stay and injunction during pendency of this appeal and disposition of matters in the United States Supreme Court by September 10, 2019.**
- **(See Circuit Rule 27-3 Certification in Declaration)**

The requested relief is necessary to maintain the status quo between the parties. See Goto.com, Inc. v. Walt Disney Co., 202 F.3d 1199, 1210 (9th Cir. 2000). ("The status quo ante litem refers not simply to any situation before the filing of a lawsuit, but instead to the last uncontested status which preceded the pending controversy"). September 10, 2019 is the next date in the void proceedings in the State Bar Court that directly interfere with the current briefing in the United States Supreme Court in the Voting Rights Case.

The legal grounds for the requested stay and injunction in is

overwhelmingly demonstrated because the proceedings in the State Bar Court violate the Supremacy Clause (U.S. Const. Art. VI cl. 2) and 1446 (d). This point is the subject of a April 9, 2015 written judicial admission.[1] Well-established legal authority supports the requested stay and injunction in this circumstance.[2] The continued proceedings are intended and designed to impair presentation of matters in the United States Supreme Court that relate to a class based case that in part seeks implementation of special judicial elections in the State of California. (See v2 32-150) (hereinafter "Voting Rights Case" or "VRA Case"). Members of the VRA Case are actively involved in joining in and/or filing related petitions for writ of certiorari and applications for stay with respect to a case which has been

[1] See v4 715 Judicial admission of State Bar after filing March 23, 2015 void

[2] See Motion for Summary Reversal (Dkt 17); National S.S. Co. v. Tugman, 106 U.S. 118, 122-123 (1882); Ackerman v. Exxon Mobil Corp., 734 F.3d 237 (4th Cir. 2013); Maseda v. Honda Motor Corp., 861 F.2d 1248 Ltd (11 Cir 1988); Virgil v. Mora Independent Schools, 841 F.Supp.2d 1238(D. N.M. 2012); Murray v. Ford Motor Co. . 770 F.2d 461, 463 (5th Cir. 1985); U.S. ex rel Echevarria v. Silberglitt, 441 F.2d 225 (2nd Cir. 1971); See Mississippi Power Co. v. Luter (1976) 336 So.2d 753 (Cal. 1976); State of S.C. v. Moore , 447 F.2d 1067 (Cal. 1971).

pending since 2012. The Supreme Court granted extensions of time as to some of those matters.

As described herein, improperly trapped in a void proceeding, the pattern has been to intentionally interfere with briefing in the VRA Case. In the VRA Case the members in part are attempting to enforce federal decrees that pertain to the County of Los Angeles and County Board of Supervisors. Recently it was discovered that State Bar trial counsel since 2008 has been a volunteer commissioner for the County Board of Supervisors. So there is definitely a conflict and political motivation at issue with respect to the void proceedings. This is the same person that assaulted the appellant Ringgold during a court ordered inspection after she discovered dispositive evidence demonstrating the discriminatory retaliation with respect to the void proceedings. (See v2 15, 49050, 70; v4 614).

There is ongoing substantial and irreparable harm and the relief sought by this emergency motion is needed as soon as possible and no later than September 10, 2019.

Appellants have sought all relief available in the lower court and have taken steps to minimize the continuing damage caused by the void proceedings in the State Bar Court. The have sought a stay in the district court. (v1 1-5, v2 32-150).

The petition at issue in this appeal solely involves civil rights removal under the Civil Rights Act of 1866 (Section 1 and 3) and 28 U.S.C. § 1443. The petition also includes writ petitions for habeas corpus (independent and as provided under Section 3 of the 1866 Act), quo warranto, and also relief under the All Writs Act (28 U.S.C. 1651). (See v4 592-728).). Civil rights removals are directly appealable.

EMERGENCY RELIEF

Each day appellants must proceed in the admitted void proceedings in the State Bar Court there is serious irreparable harm. And now the proceedings imminently and directly impair presentation of legal claims in the United State Supreme Court. This is not in the interest of appellants' clients or the public interest. Each day there is irreparable harm under First, Fourteenth, Fifteenth Amendment, and in violation of the anti

harassment and intimidation provisions of the Voting Rights Act as Amended. Due to the viewpoint of appellants and their clients and claims of voting and institutional discrimination they have suffered significant retaliation and violation of their First Amendment rights. When violation of a constitutionally protected right is shown, generally no further showing of irreparable injury is required. Elrod v. Burns, 427 U.S. 347, 373 (1976).

BRIEF SUMMARY AND FACTUAL STATEMENT FOR MOTION

A. General Facts

Appellant is African American and has been a member of the bar in good standing for over 30 years with no record of discipline and still to this day has no client complaint ever filed against her with the state bar. Appellant law office has a long history of representing the most vulnerable populations in the State of California. Appellants and others filed a voting rights case seeking a monitored special judicial election in the State of California starting with the County of Los Angeles. The County of Los Angeles and its Board of Supervisors were held to have engaged in intentional voting discrimination resulting in a federal decree.

See Garza v. County of Los Angeles, 918 F.2d 763 (9th Cir. 1990).

Appellants claimed that the state bar and others were retaliating against appellants, appellants' clients, and others associated with the voting rights case.

In March 2015 appellants requested a Early Neutral Evaluation ("ENEC") *which is not a disciplinary proceeding in any form or fashion.* No disciplinary proceeding can be engaged until an ENEC is completed. All proceedings in the ENEC are confidential as a matter of law. It was discovered just prior to the ENEC that by law all employees of the State Bar (its attorneys, judges, ENEC evaluators etc) are prohibited from evaluation or review of the conduct of a judge or justice. (Cal. Bus. & Professions Code § 6031 (b)).

On March 23, 2015 appellant removed this regulatory cause and non-disciplinary matter to the federal court. (Dkt 8 15-cv-02159-GW-MRW). The notice of removal made clear that there was no disciplinary proceeding and all confidential submissions made to the ENEC were filed under seal in the district court. In retaliation the state bar trial counsel's office filed a

void and false disciplinary charge on April 5, 2015 and after removal had been perfected. The State Bar requested a stay of the void proceedings it created. In that filing it admitted that the proceedings it had initiated in the state bar court were void *ab initio.* It then provided the false and void charge to adversaries of appellant's clients with pending cases in the state court.

The motion for remand filed by the State Bar made *absolutely no mention* of the civil rights removal statutes which was the primary basis for removal. It solely addressed 28 U.S.C. §§ 1441 and 1447. (Dkt 19-1, Case No. 15-cv-92159-GW-MRW). Without allowing appellants to respond the district judge sua sponte raised matters pertaining to the civil rights removal including an indication that the Civil Rights Act of 1866 had been superceded. The civil rights act specifically allows removal of "causes" by "persons' and to seek relief by habeas corpus. Focusing primarily on an indication that a "cause" could not be removed the district court judge did not find that a disciplinary proceeding existed. The clerk of court then

transmitted a remand order to the Office of the General Counsel of the State Bar.

The remand of this case, a regulatory cause, was affirmed on appeal.

Without authority the Office of the General Counsel of the State Bar modified the transmittal of the clerk of the district court and then forwarded the transmittal to the State Bar Court. (Skipping over the mandatory ENEC).

Appellants filed a formal objection and reservation of federal rights and also filed a response to the charge under protest and reserving federal rights. Appellants' filings prominently note that the tribunal lacked jurisdiction and the proceedings violated 28 U.S.C. § 1446 (d). After filing a formal motion regarding the lack of jurisdiction, appellants filed a new and separate removal from the void proceedings created by the State Bar. There now existed a "proceeding" and a new removal forming a different case that included new persons involved in creating, initiating, and circulating the false void charge, engaged in the retaliation including other persons involved in the voting rights case, and the State Bar Court.

Appellants' removal filed on January 15, 2019 involved the new case initiated by the State Bar under the March 23, 2015 false and void charge. On April 29, 2019 the court entered a remand order and the order does not make a finding that the March 23, 2015 admitted void charge and proceeding thereunder was filed in violation of 28 U.S.C. § 1446(d). The April 29, 2019 remand order says it is based on the same reasons in the different case –the March 23, 2015 removal. However, there did not exist any charge or alleged disciplinary charge in the prior removal. The court could have, but did not, conduct an evidentiary hearing, or oral argument to address any issue it believed to need clarification.

(See v1 1-7; v2 32-150, 154-156, 180-248; v3 249-377; v 478-491, 592-637, v5(sealed)).

B. Facts Concerning Current Interference With Voting Rights Advocacy

There is no remand order from the January 15, 2019 docket of the State Bar Court. (v2 68 lines 25-28, 80-87). The remand order returns the case to an existing void proceeding. (v2 154-156). However, that purported "return" is not identified on the formal record of the State Bar

Court. The court conducted a status conference when appellant was not present and set trial dates. Then it set dates to conflict with briefing in the voting rights case. This is part of an intentional discriminatory strategy and interference with a particular case. (i.e. v2 70 line to 20-71 line 3).

C. There Exists A Valid Challenge To An Unconstitutional Condition In The State Courts Of Record That Is Directly Linked To Minority Vote Dilution Methods In Judicial Elections In Violation Of The Voting Rights Act As Amended

The retaliatory and void proceedings were formed and intended to punish and to suppress First Amendment rights for due to grievances, to efforts to implement a fair special judicial election, and to challenges concerning an unconstitutional condition in the state court.

California Government Code § 53200.3 was deemed unconstitutional in 2009. The statute previously allowed state court judges in the courts of record to be county employees. This matter remained hidden generally from the public because administrative records were not accessible until approximately 2012. California Constitution Art. VI § 17 mandates automatic constitutional resignation from judicial office if there is an acceptance of public employment and office by a judge of a court of

record.[3] In 2009 in an uncodified provision of the Government Code there was declaration of "super immunity" unheard of in the other states throughout the nation. (Section 5 of Senate Bill x211 "Section 5 of SBX 211). The provision gives retroactive immunity to government entities, officers, employees, and judges from personal liability, disciplinary action, or criminal prosecution notwithstanding any law (this would include the United States Constitution or the Civil Rights Act of 1866).

As the state court was encountering tremendous grievances regarding discrimination, terminating court reporting services, refusing to provide interpreting services, refusing to provide ADA services, shutting down courthouses, and other conduct; Section 5 of SBX211 commanded an involuntarily waiver of federal rights in proceedings in which there was no official record (via court reporting or audorecording). Clients of the law office objected to this unconstitutional condition. The Commission on Judicial Performance rendered two opinion (not made available to the public and only delivered their opinions to the highest law enforcement

[3] Alex v. County of Los Angeles, 35 Cal.App.3d 994 (Cal. 1973), Abbott v. McNutt, 218 Cal. 225 (Cal. 1933).

officers of the state) that the offending statute was unconstitutional in that it undermined its constitutional authority. (v2 93-114). Attorneys independently have a constitutional and ethical obligation to uphold the constitution and their client's interest. Under the state constitution they are required to be members of the bar (Cal. Const. VI § 9). The void proceedings at issue here are retaliatory and intended to silence attorneys and punish them for complying with their constitutional and ethical duty or providing advice about the unconstitutional condition that may challenge judicial incumbency.

The controversy relating to existing public employment and office of state judges of the courts of record is directly related to discrimination in voting. Alameda County and Los Angeles County have been found to have engaged in intentional voting discrimination and vote dilution methods adversely impacting racial and language minorities and are subject to federal decrees and the bail-in mechanism of 3 (c) of the Voting

Rights Act.[4] In Los Angeles County the federal decree was formed through the case of Garza *supra*. In the same year as Garza the California voters passed an amendment to the state constitution again stressing the limitations of public employment of judges of the courts of record. (v4 647-653). Two days later the county counsel for the County of Los Angeles

[4] The Voting Rights Case referenced in the petition for removal was filed on March 21, 2012 prior to the decision of Shelby County v. Holder, 570 U.S. 529 (2013). Shelby held that *only* the coverage formula in Section 4(b) of the Voting Rights Act, as reauthorized by the Voting Rights Reauthorization and Amendments Act of 2006, is unconstitutional and "can no longer be used as a basis for subjecting jurisdictions to preclearance" under Section 5 of the Act. Id. at 2631. The Supreme Court determined that the *formula* no longer made sense in light of current conditions. However, it amplified and stressed that it was issuing "no holding on §5 itself, only on the coverage formula". Id. at 557. (Section 4(b), 52 U.S.C. §10303 (b)). The decision focused on comparisons and data involving Whites and African Americans and not covered jurisdictions with large Hispanics populations. Id. at 548. The decision did not address other sections of Section 5 of the Voting Rights Act such as 52 U.S.C. §10304 (b) or other provisions such as 52 U.S.C. §10303 (f) and 52 U.S.C. §10302 (c). The trigger for Section 3(c) relief is far different than the coverage formula in Section 4(b). 52 U.S.C. §10302 (c) referred to as the pocket trigger or bail-in provision is geographically focused and based on more recent findings of constitutional violations. In California there were four counties covered by section 5 of the Voting Rights Act: Kings County (11/1/72, 40 FR 43746), Merced County (11/1/72, 40 FR 43746), Monterey County (11/1/68, 36 FR 5809), Yuba County (11/1/68, 36 FR 5809), Yuba County (11/1/72, 41 FR 784). There are two counties subject to the Section 3(c) bail-in provision: Los Angeles County, Alameda County.

provided a legal opinion in direct contradiction to the matter just voted on specifying that the judges could remain county employees and officials in conflict with the state constitution. (v4 654-661). Then in the effort to obtain a mandatory judicial vote in favor of trial court unification the county provided an unconstitutional financial incentive to increase compensation of judges in a unified court. Unification drastically diluted minority vote in judicial elections by creating countywide voting instead of local district voting. And it was know unification could have this outcome but Los Angeles County and others never submitted challenge for preclearance under the Voting Rights Act. (v3 360-368). Now the county and others claim they have "lost" the original local district maps.

Two tracks of litigation developed with racial and language minorities filing a voting rights case (and other claims) and certain justices in cases before their peers indirectly competing with the voting rights case and the opinions of the Commission on Judicial Performance.

The historical background is relevant to this case because the there has been discriminatory retaliation against members of the voting rights

case and their counsel, and the removed proceedings are part of that discriminatory retaliation. This included a recent physical assault by the member of the office of State's chief trial counsel during a court ordered inspection. Appellant Ringgold was assaulted after the inspection uncovered evidence demonstrating the falsehood of claims made in the charge and she attempted to take a photograph since State Bar would not allow an attorney service to make copies.

In addition to the false claims asserted in the void charge, the prosecuting agent (and commissioner of the County Board of Supervisors) is claiming that positions taken by appellants on behalf of clients, which relate to conduct of the county, are "unjust causes". Certainly a prosecuting agent that has a longstanding relationship with the county has a conflict. This conflict is compounded by the irreconcilable conflict between California Business and Professions Code § 6001.1 and § 6031 (b). The former requires protection of the public interest and the latter requires approval of the State Legislature before the prosecuting agent and others can review any matter relevant to the qualifications of a judge. Racial and

language minority attorneys such as appellants who have been practicing in the state for over 10 years would be eligible to be judicial candidates in a special judicial election in the voting rights case, and the conduct complained of is intended to prevent and discourage eligible candidates that would or could qualify as judicial candidates against incumbents that are deemed to have constitutionally resigned from office based on public employment and office.

The State Bar has not presented a single verified complaint as mandated by California Business & Professions Code § 6108.[5] And as stated above no client of the appellants has filed a complaint with the state bar. So in addition to enjoining forced participation in a void proceeding the requested stay and injunction enjoins the ongoing retaliation designed

[5] It states: "If the proceedings are upon the information of another, the accusation shall be in writing and shall state the matters charged, and be verified by the oath of some person, to the effect that the charges therein contained are true. The verification may be made upon information and belief when the accusation is presented by an organized bar association." Defendants have never received any verified complaint or accusation and for the most part has not been provided the identity of the alleged complainant and was assaulted when she attempted to conduct a court ordered inspection of such material.

to impair the legal cause before the Supreme Court and to impair the representation of parties in those proceedings.

PROPOSED ORDER

The proposed order filed herewith sets forth the relief sought by appellants, and includes:

1. A stay and injunction pending disposition of this motion;
2. A stay and injunction pending disposition of this appeal; and
2. A stay and injunction pending disposition of proceedings in the United States Supreme Court.

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When And How Counsel For The Other Parties Were Notified And Whether They Have Been Served With The Motion.

Counsel for the parties were notified that appellants intended to file an emergency motion on September 4, 2019 and have been served with this motion.

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I. INTRODUCTION

[Appellants incorporate the introduction and factual statement at pages__]

II. ARGUMENT

A. Review Standard

A person requesting a stay or injunction must establish that s/he is likely to succeed on the merits, that s/he is likely to suffer irreparable harm in the absence of preliminary relief, that the balance of equities tips in the persons' favor, and that an injunction is in the public interest. Winter v. Natural Res. Defense Council, Inc. 555 U.S. 7 (2008). Under the sliding scale approach the factors are balanced, so that a stronger showing of one element may offset a weaker showing of another. See Clear Channel Outdoor, Inc. v. City of Los Angeles, 340 F.3d 810, 813 (9th Cir. 2003). The Ninth Circuit has adopted a version of the sliding scale approach called the "serious questions approach". See e for the Wild Rockies v. Cottrell, 632 F.3d 1127, 1135 (9th Cir. 2011).

Appellants must show either (1) a likelihood of success on the merits and the possibility of irreparable injury, or (2) the existence of serious questions going to the merits and the balance of hardships tipping in their favor. See Gilder v. PGA Tours, Inc. 936 F.2d 417, 422 (9th Cir. 1991), Diamontiney v. Borg 918 F.2d 793, 795 (9th Cir. 1990).

The two formulations represent two points on a sliding scale in which the required degree of irreparable harm increases as the probability of success decreases. Id. An actual injury does not need to occur and defendant

needs only demonstrate a threat of injury. Id. Additionally, the critical element in determining the test to be applied is the relative hardship to the parties. "If the balance of hardship tips decidedly in favor of the defendants, then they need not show as robust a likelihood of success on the merits as when the balance tips less decidedly. See Gilder at 422, Benda v. Grand Lodge of Int'l Ass'n of Machinist & Aerospace Workers, 584 F.2d 308, 315 (9th Cir. 1978). "Serious questions need no promise a certainty of success, nor even present a probability of success, but must involve a 'fair chance of success on the merits.'" Id. In preserving the status quo the focus is on preserving the ability of review of important legal issues, preserving the rights of all persons seeking review in the United States Supreme Court on matters pending since at least 2012, and recognizing that all sides of the a constitutional dispute should have equal access to the court with dignity and respect.

B. Appellants Satisfy The Standard For Stay And Injunction Pending Appeal

1. A Stay And Injunction Should Be Granted Because The Balance Of Potential Harm Weighs Heavily In Favor Of Defendants And Clients And There Is Certain Irreparable Injury

In the district court the State Bar never presented any legal argument disputing that the March 23, 2015 disciplinary charge and the proceeding formed thereunder were void. This is because there exists a clear written judicial admission filed in the State Bar Court. Nevertheless, it argued that

only the California Supreme Court had jurisdiction over the void proceedings *it created.* In other words, the State Bar flagrantly violated federal jurisdiction and created a void disciplinary proceeding, is using the proceeding as a malicious discriminatory retaliation device, but claimed only the California Supreme Court could put an end to it.

State filed a petition in the California Supreme Court making this severely flaw argument, while the proceedings were pending in the district court on appellant's January 15, 2019 removal. The Supreme Court denied the State Bar's petition. In the meantime, in the federal court the State Bar filed an untimely motion to remand waiving the key arguments concerning the civil rights removal.

The void proceeding is intended to undermine the legal arguments and to chill speech, legal advocacy, and association of racial and language minorities through intimidation and coercion. It is designed to impair the exercise of federal rights to achieve equal rights and treatment in the state judicial system and as voters in judicial elections in the state and counties where intentional discrimination in voting has been found to exist under federal decrees.

(a) Harm To Client Members Of The Voting Rights Case and The Public

The Voting Rights Case filed in 2012, as long anticipated, is now being presented in the Supreme Court. VRA members with cases still pending in the state court are attempting to file their petitions for writs of

certiorari and requests for stay when the VRA Case is before the court. There has been intentional interference with briefing with respect to this case and the intent is to divest the VRA members of legal representation when they have been subjected to serious harm and retaliation and when they would be unable to locate replacement counsel. The clients and members of the public are harmed when attorneys are prevented from raising issues pertaining to judicial conduct and mandatory constitutional qualifications under Cal. B & P Code § 6031 (b) or when they can be determined "vexatious" based solely on their association or viewpoints; or when they are involuntarily compelled to waive federal rights in proceedings without an official record as required by Section 5 of Senate Bill x211.

(b) Harm To The Appellants

There is substantial harm to the appellants because they have been forced to participate in a proceeding which is void as a matter of law and due to the continuing pattern of retaliation including harassment of existing clients, repeatedly attempting to obtain a default in the void proceedings, making application for involuntary inactive enrollment for harassment (i.e. when defendants mother was dying or defendant had surgery, or when the Supreme Court petition was due relating to the voting rights case). Unlike all other attorneys defendant has been barred the mandatory right to an ENEC; to discovery and disclosures; to a prosecutor that does not have a vested interest in the litigation; to

disclosure of the alleged complainants; to a verified complaint, charge, or accusation; to procedural and substantive due process; to an impartial proceeding; to a proceeding that does not bar relevant defenses due to Cal. B & P Code § 6031 (b). Also appellant was denied disability accommodation in a manner that was outrageous and unlike a white attorney in similar circumstances.[6] (See v5 (sealed)).

(c) The Lack Of Harm To Appellee

There is minimal, if any, harm to the state bar in light of its written admission. Also, it could not specify when the void proceeding it created was not a "proceeding" within the meaning of 28 U.S.C. § 1446 (b). It filed an untimely motion to remand and failed to address the Civil Rights Act of 1866. It refused to disclose as mandatorily required by local rules to file a certification of interested parties. Failing to comply with the local rules and ignoring requests to do so, it cannot legitimately claim it is acting in the public interest. It argued that it did not have to comply with the mandatory rules of District Court because it is a government agency.

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[6] i.e. Requiring appellant to apply for accommodation while in the hospital, requiring appellant to disclosure confidential medical information to third parties, attempting to have appellate involuntarily enrolled in active essentially for requesting an accommodation. Then will forcing appellant to seek review in the California Supreme Court while still in medical care, when the petition was filed the State Bar Court dismissed the case for involuntary inactive enrollment. The discriminatory retaliation was obvious because the application for involuntarily enrollment was filed on the exact same day that appellant and all VRA members filed their opening brief in the Ninth Circuit. The message was not subtle, it was loud.

However, appellant pointed out that the Supreme Court had already ruled against the plaintiff on this claim. See Keller v. State Bar of California et al 496 U.S. 1. 11 (1990). (the California State Bar is not a government agency as to matters pertaining to federal law). Since the California Judicial Council, Judges of the Superior Court, Justices of the Court of Appeal, and others of the state judicial branch have already filed a certificate of interested party in the federal court admitting that they have a financial interest in the matters raised by defendants and members of the Voting Rights Case (v2 88-92), there are serious questions as to whether the State Bar's untimely motion to remand been considered by the District Court.

(d) Irreparable Harm Caused By Violation Of The First Amendment In Addition To Equal Racial Civil Rights

The State Bar (acting indirectly) for some judges upset about the prospect of a special judicial election and implementing mandatory disclosure and consent requirements required under the state and federal constitution have used the void proceedings to penalize and intimidate defendants and clients involved in the Voting Rights Case for exercising their First Amendment Rights including their right of association. Trial counsel, a commissioner for the Los Angeles County Board of Supervisors has given the appearance he is doing the County's bidding. This conduct violates equal racial civil rights and it related to voting harassment and intimidation. There is irreparable harm when there is a loss of First Amendment freedoms, even for minimal periods of time and "harm is

particularly irreparable where, as here, the defendant seeks to engage in political speech, "as timing is the essence in politics and [a] delay of even a day or two may be intolerable." Thalheimer v. City of San Diego, 645 F.3d 1109, 1128 (9th Cir. 2011). Here the impairment is substantial because there is a direct link between the impairment of voting rights and the First Amendment rights asserted. Therefore the claims are subject to strict scrutiny. See NIFLA v. Becerra 138 S.Ct. 2361 (2018)(strict scrutiny standard applies to professional speech), NAACP v. Button, 371 U.S. 415, 430-438 (1936) (the power to regulate does not allow impairment of the First Amendment), NAACP v. Alabama ex rel. Flowers, 377 U.S. 288, 297 (1964), See also Vieth v. Jubelirer, 541 U.S. 267, 313-16 (2004)(Kennedy, J concurring in judgment) (if the "State did impose burdens and restrictions on groups or person by reason of their views, there would likely be a First Amendment violation, unless the State shows some compelling interest…."), Legal Services Corp. v. Velazquez, 531 U.S. 533 (2001) (unconstitutional to restrict speech and medium of expression in a manner which distorts the usual function of an attorney).

(e) Other Irreparable Harm

Appellants have demonstrated irreparable harm on non-First Amendment grounds. See Doran v. Salem Inn, Inc., 422 U.S. 922, 932 (1975) (loss of business), United Healthcare Ins. Co. v. Advance PCS, 316 F.3d 737, 741 (8th Cir. 2002) (injury to reputation), Tom Doherty Assocs., Inc. v. Saban Entertainment, Inc. 60 F.3d 27, 37-38 (2nd Cir. 1995) (loss of

prospective goodwill). There is also irreparable harm because the obligation under the Constitution of the United States to remedy violations of civil rights is paramount. See e.g. Cooper v. Aaron, 358 U.S. 1, 18-20 (1958), Brown v. Board of Educ. II, 349 U.S. 294, 300-01(1955). The claims of appellants are firmly grounded in federal law that provides for injunctive relief, including the Civil Rights Act of 1866, the Civil Rights Act of 1964, and the Voting Rights Act. The relief sought is governed under Mitchum v. Foster, 407 U.S. 225, 237 (1972) (Congress clearly conceived that it was altering the relationship between the States and the Nation as to the protection of federally created rights).

(f) The All Writs Act Independently Provides For The Requested Injunctive

All Writs Act allows the court to issue orders as to persons and entities (although not parties to the original action) who are in a position to frustrate an ultimate order of the federal court or the proper administration of justice even if those persons have not taken any affirmative action to hinder justice and the Anti-Injunction Act is not applicable. See Yonkers Racing Corporation v. City of Yonkers 858 F.2d 855, 863 (2nd Cir. 1988). Violation of 28 U.S.C. § 1446 (d) independently provides jurisdiction for injunctive relief. See Virgil v. Mora Independent Schools, 841 F. Supp.2d 1283 (D.N.M 2012). The district court had federal jurisdiction over the void disciplinary charge, the method of disposition of the proceedings (including allow discovery and disclosures including the disclosures that

caused an assault on the appellant). This court can provide the immediate relief necessary to prevent further interference with briefing in the United States Supreme Court and the legal representation of the clients of defendants in the United States Supreme Court.

Appellants have shown that the balance tips in their favor and in favor of protection of represented clients because they are pursuing fundamental rights under the Voting Rights Act, First, Thirteenth Amendment, Fourteenth, and Fifteenth Amendment. There is no discernable harm to the plaintiff so the parties should remain in the last uncontested status. GoTo.com at 1210.

2. A Stay And Injunction Should Be Granted Because There Are Serious Questions As To The Merits And/Or A Likelihood of Success On The Merits

Review of the Exhibits (the proposed excerpts of record) demonstrates that appellants have shown a likelihood of success on the merits. They have demonstrated serious questions as to the merits, which in this Circuit has been defined as "matters with a fair chance of success are at issue". The examples include but are not limited to the following:

a. The Motion To Remand Was Untimely And Solely Raised Procedural Defects And The Matters At Issue Are In The Original Jurisdiction Of The Federal Court

The State Bar's motion to remand was untimely filed on February 22, 2019 and beyond mandatory 30 days. The April 29, 2019 remand order does not address this point. (v1 at7). State Bar only raised issues of irregularity of removal procedure and not subject matter jurisdiction and

therefore the right to remand was waived. See Baris v. Sulpicio Lines Inc., 932 F.2d 1540, 1544 (5th Cir. 1991). The district court had power to proceed on the matters within its original jurisdiction. Id. at 1544. The petition clearly pled matters within the original jurisdiction of the court under the Civil Rights Act of 1866 (by removal and independently). (i.e. See v4 592-637 ¶ 55-75).

A defect in removal procedure includes bringing an action that is not within the court's removal jurisdiction but could have been brought originally in the district court. Baris at 1545. On civil rights removal the issue is whether the claims of appellants under the Civil Rights Act of 1866 could have been originally filed in the district court. The answer is in the affirmative because Section 3 of the 1866 Act is within the exclusive jurisdiction of the federal court. It specifies that it applies to "all causes… affecting persons who are denied or cannot enforce [1] 'in the courts' or [2] 'judicial tribunals of the State' or [3] 'locality' where they may be any of the rights secured by them in the first section of this act….". (brackets added).

State Bar did not dispute that its motion was untimely. On reply it attempted to place the error on the district court rather than focus on its own written admission that it filed a void charge. The judge made no finding that there existed a disciplinary proceeding and the clerk of the district court expressly did not and could not return any matter that did not exist to the State Bar Court. The matter was transmitted to the Office of General Counsel.

The April 29, 2019 remand order does not specify the legal basis why a petition for removal could not be combined with other direct petitions for relief, including the writ of habeas corpus. There are serious questions concerning this point of law. U.S. ex rel Echevarria v. Silberglitt 441 F.2d 225 (2nd Cir. 1971) holds that such combination is not prohibited. In that case the party petitioning for removal filed a petition for removal (although improperly labeled) and a petition for writ of habeas corpus. The court held that the defendant could rely upon his removal petition and habeas corpus was granted. Unlike the case of Echevarria, the appellants filed an effective removal, and the 1866 Act expressly allows relief by writ of habeas corpus. Appellants removed and requested habeas corpus (along with other writs) under the Civil Rights Act of 1866 and independently. There are serious questions involving whether, at minimum, appellants were entitled to an evidentiary hearing on whether the activities protected were under federal law including the 1866 Act and as to the nature of the proceedings and the condition of the unlawful detention in void proceedings. See Wyche v. Hester 431 F.2d 791, 795-6 (5th Cir. 1970)(habeas corpus sought on civil rights removal deemed appropriate when the fact-finding procedures are not adequate to afford a full hearing or there is not adequate protection for substantive and procedural due process).[7] Here, a retaliatory proceeding in violation of federal law provided a basis for an evidentiary hearing.

[7] See also Glazier v. Hackel, 440 F.2d 592, 594 (9th Cir. 1971)(unlawful

b. An Evidentiary Hearing Should Have Been Conducted

Appellants contend that the court did not apply the proper legal standard and that a notice pleading standard was applicable. See Rachel v. Georgia, 342 F.2d 336, 340 (5th Cir. 1965), White v. Wellington, 627 F.2d 582, 588 (2nd Cir. 1980). There are serious questions on the merits as to whether appellants were required to produce evidence. Rather than inferring that a disciplinary proceeding *may* exist, the appellants should have been allow to make an evidentiary showing concerning the nature of the proceedings given the substantial irreparable harm.

c. The District Court Did Not Lack Subject Matter Jurisdiction

The April 29, 2019 order does not directly make a finding of lack of subject matter jurisdiction but rather references the earlier and different case that has different issues and parties. Appellants raised valid and good faith argument that the effect of not evaluating the procedural and substantive differences in the proceedings and that ignores the void proceedings created by the State Bar in violation of 28 U.S.C. § 1446 (d) necessarily commands disregard of existing federal jurisdiction to the harm of both defendants and her clients.

State Bar's claim that the federal courts lack jurisdiction automatically

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restrictions do not only requests for release from physical custody). Here the restraint is imposed by requirement that appellants participant in a void proceeding that is intended to and used as discriminatory retaliation in violation of federal law.

and entirely over disciplinary proceedings was not adopted by this court and was rejected by the California Supreme Court when it summarily denied the plaintiff's petition for review. State Bar's written admission that the proceedings it created are void under the Supremacy Clause and 28 U.S.C. § 1446 (d) and its untimely motion for remand gives the federal court plenary authority to enforce its jurisdiction and remedy the patent violation of its jurisdiction. When the proceeding itself is the act that causes the violation of civil rights there exist grounds for removal. Sofarelli v. Pinellas County, 931 F.2d 718, 725 (11th Cir. 1991).

i. The Civil Rights Act Of 1866 And 28 U.S.C. 1446 (b) Allow "Proceedings" To Be Removed

The January 15, 2019 removal petition does not involve 28 U.S.C. § 1441 so there is no doubt that the matters at issue solely involved civil rights removal statutes. There is a different case, parties, and issues so law of the case is inapplicable. (See Opposition to Motion for Summary Affirmance).

Additionally, a prior indication of lack of subject matter jurisdiction in a different case is not an adjudication on the merits.[8]

Under well-established authority of the Supreme Court the 1866 Act has not been superceded. See Georgia. v. Rachel, 384 U.S. 780, 786 (1966).

[8] Clark v. Bear Stearns & Co., Inc., 966 F.2d 1318, 1321 (9th Cir. 1992), Arbaugh v. Y & H Corp. 546 U.S. 500, 514-515 (2006); Cook v. Peter Kiewit Sons Co., 775 F.2d 1030, 1035 (9th Cir. 1985), Brereton v. Bountiful City Corp., 434 F.3d 1213, 12190 (10th Cir. 2006).

The Supreme Court held that the commissioners involved in the revised statutes had no authority to change existing law or the 1866 Act and that when 28 U.S. C. § 1443 was developed it only used the 1866 Act as a model. Id at 791. The Supreme Court determined that the 1866 Act has not been superceded.[9] Under the plain language of the 1866 Act there may be removal of a "cause" or "proceeding". The application of the 1866 Act applies irrespective of an interpretation of "civil action" or "state court. It also allows removal of any cause when a person or officer refuses to act inconsistent with Section 1 of the Act.

[9] Chapman v. Houston Welfare Rights Org 441 U.S. 600, 650 (1979) did not hold that the Civil Rights Act of 1866 had been superceded by 28 U.S.C. § 1443. See Kruebbe v. Beevers, 692 Fed.Appx. 173 (5th Cir. 2017)(holding that Chapman involved interpretation of different statute – 28 U.S.C. § 1343 and did not overturn Georgia v. Rachel); Robinson v. State of Texas, et al, No. 4:18-cv-66, 2018 WL 4057192 (E.D. Texas August 2018)*4-5 (same); Parris v. Parris, No. 4:17-cv-504, 2017 WL 5184567 (5th Cir. 2017) *175-176 (same). Justice Thurgood Marshall's decision in McDonald v. Santa Fe Trail Transp. Co., 427 U.S. 273, 276 (1976) rejected the claim that the 1866 Act is not available to white persons.

ii. There Are Serious Questions As To The Merits And/Or A Likelihood of Success On The Merits Concerning The Interpretation Of Removal Under The Civil Rights Act of 1866 And 28 U.S.C. § 1443 Particularly In Light Of A Circuit Split Of Opinion On Application Of The Functional Test

Appellants maintain that no valid disciplinary charge or proceeding exists in the state bar court. See Canatella v. State Bar of California, 304 F.3d 843, 850-851 (9th Cir. 2002). State Bar's main argument, on the other hand, ignores the void charge and instead asserts that under 28 U.S.C. § 1443 that the void proceeding that *it created* is not a "civil action" and the state bar court is not a "state court". In other words, while not disputing the void charge formed a void proceeding under federal law, it maintains that the appellants should remain trapped in the void retaliatory proceedings to the resulting and direct prejudice to the appellants and her clients. In sum, outrageously the State Bar claims that *its violation of federal law* should form the basis to deny a federal remedy, protection, and right. It relies upon the case of Oregon Bureau of Labor & Industries ex rel. Richardson v. U.S. West Communications, Inc., 288 F.3d 414, 419 (9th Cir. 2002) or cases that do not involve federal law to support this position. However, Oregon Bureau has no application because that case involved only 28 U.S.C. § 1441. The case has nothing to do with civil rights removal, under the 1866 Act or 28 U.S.C. § 1443. There is no decision of the Ninth

Circuit that has held that Oregon Bureau applies to removal under Section 3 of the Civil Rights Act of 1866 or to 28 U.S.C. § 1443.

Even under 28 U.S.C. § 1441 (a) *(which does not apply to this case)* there exists a circuit split as to whether removal under this provision applies to administrative agencies. Based on decisions of the Supreme Court and in other circuits there exists a serious question of whether a functional approach would apply in the civil rights removal context. Although the Ninth Circuit applies a literal approach as to § 1441, the rationale and policy behind civil rights removal supports a functional approach. Under a functional approach the title given to a state tribunal would not be the determinative factor under § 1443. Instead it is necessary to evaluate the functions, powers, and procedures of the state tribunal and consider those factors along with the respective state and federal interests in the subject matter and in the provision of a forum. See Floeter v. C.W. Transp., Inc., 597 F.2d 1100, 1101-1102 (7th Cir. 1979); Volkswagen de Puerto Rico, Inc. v. Puerto Rico Labor Relations Bd., 454 F.2d 38, 43-44 (1st Cir. 1972). It would require consideration of whether the proceeding in itself violated federal law.

A state disciplinary proceeding may be removed when the matter involves federal officers. See Kolibash v. Committee on Legal Ethics of West Virginia Bar, 872 F.2d 571 (4th Cir. 1989)(which did not involve civil rights removal, an issue of equal racial civil rights, or intentional interference with fundamental federal rights or valid efforts to enforce

federal decrees). Given the Supreme Court's direction that civil rights removal is to be given broad construction to achieve its objective there exist serious questions of merit concerning whether, at minimum, § 1443 would require a functional approach or an approach comparable to § 1442 in light of the substantial federal interests. The issue of what standard and nature of a functional approach applicable to civil rights removals is not a matter that has been resolved.

The Supreme Court and multiple circuit courts have determined that the Refusal to Act Clause (§ 1443 (2)) is available to ***state officers***. See White v. Wellington *supra*, Greenberg v. Veteran, 889 F.2d 418 (2nd Cir. 1989), Detroit Police Lts and Sgts Ass'n v. City of Detroit, 597 F.2d 566 (6th Cir. 1979), Bridgeport Ed. Ass'n Zinner, 415 F.Supp. 715, 719 (D. Conn. 1976), Maze v. Tennessee , No. 3:15-cv-00698, 2015 WL 3989125 (M.D. Tenn 2015). The Refusal to Act Clause applies to both state and federal officers.

The Civil Rights Act of 1866, on its face, and consistent with its origin and history, applies to "any cause" and there is no "civil action" or "state court" requirement. It is more aligned with the interpretation of 28 U.S.C. § 1442 (d) that applies to any "proceeding" (whether or not ancillary to another proceeding) and with 28 U.S.C. § 1446 (b) that applies to all "proceedings".

The Supreme Court held that Congress authorized appeals of remand orders in civil rights removals to provide new opportunities to consider the meaning and scope of the removal statutes. Georgia v. Rachel, *supra* at 780-

788 fn 7 (1966).[10] There are serious questions that exist regarding the meaning and scope of civil rights removal statutes at issue.

iv. Federal Racial Civil Rights Cannot Be Protected In A Void Proceeding And A Void Proceeding And A Void Proceeding That Causes Targeted Discrimination, Retaliation, And Prejudice

The declaration and arguments herein demonstrate the severe targeted discrimination, retaliation, and prejudice. The refusal of the State Bar to file a certificate of interested parties combined by the lack of a

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[10] The Supreme Court highlights this point by its focus on the legislative history. "Mr. Kastenmeier had originally introduced a bill amending s 1443 itself, which he described as making it 'easier to remove a case from a State court to a U.S. district court, whenever it appears that strict impartiality is not possible in the State court.' 109 Cong.Rec. 13126, 13128. …. The statements of the leaders speaking for the bill on the floor of the Senate are typified by the following remarks of Senator Dodd: 'Some have thought that it would be better for Congress to specify directly the kinds of cases which it thinks ought to be removable, rather than simply permitting appeals and allowing the courts to consider the statute again in light of the original intention of the Congress in 1866. It seems to me, however, that the course we have chosen is more appropriate, considering the rather technical nature of the statute with which we are dealing. 'It would be extremely difficult to specify with precision the kinds of cases which ought to be removable under section 1443. This is true because of the many and varied circumstances which can and do arise in civil rights matters. Accordingly, it seems advisable to allow the courts to deal case by case with situations as they arise, and to fashion the remedy so as to harmonize it with the other statutory remedies made available for denials of equal civil rights.' 110 Cong.Rec. 6956." Id.

verified complaint or accusation is intended and designed to conceal the persons involved in this conduct. No attorney should be subjected to a physical assault attempting to obtain documents pursuant to a court order. Racial and language minority attorneys representing clients from their communities should not be forced to betray the federal constitution and law and intimidated into silence to conceal the true history of discrimination in voting in judicial elections.

State Bar did not dispute the fact that over 19 years the California Supreme Court has denied every attorney's petition for review of an adverse agency action. Unlike all other professions within the entire state, California Rule of Court 9.16 is deliberately designed to limit review of an agency decision (Bar), and actually allows only discretionary review in the California Supreme Court. Rule 9.16 isolates attorneys as the only licensed professionals in the state that are deprived of the right of judicial review of an adverse agency by a court of real judges. This rule was adopted in 1991 *after* the Supreme Court's decision in Keller. The Keller disputes were directly related to voting issues, including the objection of racial and language minority attorneys objecting to the method of voting in judicial elections and to the use of state bar dues for judicial retention election campaigns of primarily White incumbent judges. (See v4 592-637 ¶ 34-37). The proceeding in the district court demonstrates the link to the void proceedings and to the renewal of the similar issues giving rise to The California Supreme Court's decision decided adversely to plaintiff. On the

heels of the Keller disputes California Business and Professions Code § 6031 (b) is improperly being used to perpetuate discrimination. (See v4 592-637 ¶37, 46, 48, 64, 67, 70, 78, 83-88). There is a showing that the present void proceedings and possibility of obtaining review in the state court are nearly impossible thereby there does not exist adequate protection as to federal rights. Without even considering the overwhelming procedural and substantive prejudice, a void proceeding in violation of the Supremacy Clause, 28 U.S.C § 1446 (d), and the 1866 Act, de facto demonstrates an inadequate forum as to federal rights.

3. The Public Interest Favors The Relief Sought

Appellants have demonstrated a substantial public interest in advancing the goals of the Voting Rights Act, in the enforcement of Section 1 of the Civil Rights Act of 1866 and 1964, and enforcement of the objectives of California Business and Professions Code § 6001.1. Also, the injunctive relief requested upholds First Amendment principles and due process under the Fourteenth Amendment. See Sammartano v. First Judicial District Court, in & For County of Carson City, 303 F.3d 959, 965 (9th Cir. 2002); Kusper v. Pontikes, 414 U.S. 51, 56-57 (1973); NAACP v. Button, 371 U.S. 415 (1963)(statute regulating attorney conduct found to violate freedom of expression and association); NAACP v. Patterson, 357 U.S. 449 (1958) (production of membership list found to violate freedom of expression and association). Additionally, the relief sought affords proper consideration of legal issues and the fair administration of justice. The

Civil Rights Act of 1866 provides exclusive jurisdiction in the federal court and this statute authorizes injunctive relief as necessary to accomplish the intended scope of the Act of Congress. See 28 U.S.C. § 1651, Yonkers Racing at 863; Mitchum at 237. Weighing the relevant interests this court should grant the injunction because the balance of equities and the public interest favors this result.

III. CONCLUSION

Appellants have shown that both formulations under the sliding scale have been met warranting the requested relief. There is existing irreparable injury even though only a threat of injury need be shown. State Bar cannot simply direct this court to the summary reversal from the prior removal that involved a different case and did not have the same parties or issue. The first removal had nothing to do with a disciplinary charge and the current proceeding involved a charge and proceeding which under well-established law completely void.

On the other side of the scale appellants have shown the existence of serious questions going to the merits and that the balance of hardships tipping in their favor. Appellants do not have to guarantee success but only must show a fair chance of success on the merits.

For the foregoing reasons, and in the accompanying documents, it is respectfully requested that this court grant the relief sought.

Dated: September 5, 2019

LAW OFFICE OF NINA RINGGOLD

By: /s/ Nina Ringgold_____
Nina Ringgold, Esq.
Attorney for the Appellants

DECLARATION OF NINA RINGGOLD

I, NINA RINGGOLD, declare:

1. I am the attorney of record for the appellants Nina Ringgold, Esq. and the Law Offices of Nina Ringgold. I am the attorney of record of the clients of my law office in pending proceedings under the Voting Rights Act of 1965 as Amended as described in the petition (See Request for Judicial Notice, v3 249-369, Amended Complaint dated February 13, 2013 in *All Current Clients of the Law Office of Nina Ringgold v. Jerry Brown et al*)("VRA Case").

2. I have personal knowledge of the facts set forth herein, and as to the matters where I do not have personal knowledge, I have investigated the facts and applicable law and reasonably believe the matters to be true. If called to testify I could and would competently testify thereto.

Circuit Rule 27-3 Certification

I certify pursuant to Circuit Rule 27-3 that this motion is filed in order to avoid irreparable harm. Appellants request that this court enter a stay pending disposition of this motion. They respectfully request a determination of the motion no later than September 10, 2019. Counsel was advised of this emergency motion on September 4, 2019.

Contact Information and Notice

3. The following is the name, address, telephone number and e-mail address of counsel for the opposing parties:

James Chang, Esq.
Robert Retana
State Bar of California
180 Howard St.
San Francisco, CA 94105
Attorney for Plaintiff
Telephone: 415-538-2381
Email: James.Chang@calbar.ca.gov, Robert.Retana@calbar.ca.gov

4. This motion requests and This motion requests an immediate stay and injunction as to proceeding in the State Bar Court formed from a charge filed in that tribunal in violation of the Supremacy Clause and 28 U.S.C. § 1446 (d). Defendants request an immediate stay and a stay and injunction of the April 29, 2019 remand order and proceedings in the state bar court until further order of this court and pending determination of (1) the pending the appeal in the United States Court of Appeals for the Ninth Circuit (USCA 9th Cir. No. 19055518) and the (2) Petitions for Writs of Certiorari in the United States Supreme Court arising from matters in the Voting Rights Case. Justice Elena Kagan ordered an extension for these petitions and the latter petition is due on or about August 28, 2019.

5. The present proceedings in the state bar court are formed and operating from a void disciplinary charged filed by plaintiff in violation of

the Supremacy Clause and 28 U.S.C. § 1446 (d). It was filed prior to completion of a mandatory ENEC and when appellants had never seen any proposed charge.

6. The clients of my office are asserting claims in the voting rights case that seeks implementation of a monitored special judicial election. Based on their viewpoints concerning minority vote dilution and federal rights they have been subject to severe retaliation. It is imperative to grant the requested stay and injunction pending disposition of this motion, this appeal, and disposition of matters in the United States Supreme Court. Actively and simultaneous with this application members of the voting rights case are attempting to file coordinated petitions for writs of certiorari and mandamus, and other relief, in the United States Supreme Court. The continued proceedings in the State Bar Court is designed to impair this significant effort. This is particularly prejudicial since there exists an admission that the proceedings are void.[11] Members of the voting rights case need to submit filings with respect to their coordinate action now and the proceedings in the State Bar Court interfere with this effort and adversely impacts the legal representation. It is intended to interfere

[11] It has consistently been appellants' position that the unverified claims within the void charge are false, there does not exist a verified complaint required by California Bus. & Profession Code § 6108 and in the district court appellee refused to file a certification interested parties, and no client of appellants' office has ever filed a complaint.

with First, Fourteenth, and Fifteenth Amendment Rights; and advocacy under the Voting Rights Act as Amended. The Supreme Court granted requests for extension of time with respect to some of the filings.

7. Balance of Potential Harm and Irreparable Harm

The filing of the void disciplinary charge and proceeding created thereunder have been used as a form of discriminatory retaliation and create harm, this includes but is not limited to:

i. Active interference with presentation of legal claims pertaining to the Voting Rights Class to the detriment of clients and the public interest

ii. Causing the circulation of the void charge in pending cases of clients.

iii. Preventing the mandatory ENEC to be completed and refusing to disclose the proposed charge before or on the date of the ENEC.

iv. Modification of an official transmittal of the clerk of the District Court without authority.

v. Attempting to enter a default retroactively in the proceedings so the defendant could not file a response.

vi. Setting trial dates when there has not been an opportunity for discovery and there has not been compliance with disclosure requirements.

vii. Assaulting defendant when attempting to gain access to view the alleged complaints and mandatory disclosures

upon discovery of exculpatory evidence and evidence demonstrating the charge is false. Making hostile contacts with clients of the law office.

viii. Including matters in the void March 23, 2015 which are knowing false and in a case that had been *closed over 5 years prior to the March 23, 2015 charge* in violation of state bar rules. Then assaulting appellant Ringgold during a court ordered inspection where evidence was discovered demonstrating this fact.

ix. Setting trial dates purposively during the imminent death of defendant's parent and when defendant was having surgery.

x. Attempting to have defendant involuntarily enrolled inactive for requesting an accommodation for surgical procedure and related procedure. Ordering medical records sealed as required by law during the request for accommodation and then ordering those record circulated to others and violating court protective and sealing order. Filing the proceeding for involuntarily enrollment on the day the opening brief was due in the Voting Rights Case thereby linking the true intent of the retaliatory conduct. Then after the matter reached the California Supreme Court, dismissing the application after the petition was filed.

xi. Attempting to have the defendant involuntarily enrolled inactive during preparation for matters in the United States Supreme Court. Again making a frivolous application in order to interfere with briefing in the United States Supreme Court. In essence attempting to leave clients whose case has been pending since 2012 to

be left without legal representation.

xii. Disregarding the Cal. Business & Professions Code § 6031 (b) prohibits the federal defenses to be raised by defendant without approval of the state legislature.

xiii. Participating in the void proceeding through a prosecuting agent who has been a volunteer commission for the County of Los Angeles Board of Supervisors. This creates a serious conflict of interest because it is the County of Los Angeles that is subject to federal decrees due to intentional voting discrimination and which encouraged and aided in the public employment and office causing the constitutional resignation of judges of the courts of record in violation of Cal. Const. Art VI ¶ 17. Also, the County of Los Angeles is included in the uncodified super immunity provision of Section 5 of SBX 211 that defendants and clients seek to have deemed unconstitutional and which the Commission on Judicial Performance claimed undermines its constitutional authority.

xiv. Refusing to comply with the statutory requirement of providing a verified, complaint, accusation, or charge.

xv. Refusing to file the mandatorily required certificate of interested parties in the District Court and disregarding Supreme Court authority that the state bar is not a government agent as to federal issues.

xvi. Interfering in pending cases to impair lawful advocacy and First Amendment Rights.

xvii. Refusing to disclose the identity of alleged complainants

(all of which are not clients of the defendants).

xviii. Causing reputational injury, good will, and loss of business to defendants and clients.

xix. Forcing participation in an impartial tribunal and a tribunal that by statutory authority is not authorized to determine matters involved in the federal claims and defenses.

8. Serious Questions Going To The Merits And Likelihood Of Success On The Merits

The present proceedings are not the same as the prior proceeding and the appeal raises serious questions that have a fair chance of success and matters that have a likelihood of success. For example, this includes but is not limited to the following:

i. The motion to remand filed by State Bar was untimely and solely raised procedural defects. State Bar did not dispute that its motion to remand was untimely.

ii. That the issue of the nature of the proceedings and issues in the petition should have been the subject of an evidentiary proceeding and only a notice pleading standard was required.

iii. The District Court did not lack subject matter jurisdiction because the void proceedings are a direct result of violation of federal jurisdiction.

iv. The District Court did not lack subject matter jurisdiction because civil rights removal allows for "proceedings to be

removed". 28 U.S.C. § 1446 (b).

v. The United States Supreme Court has specifically held that the Civil Rights Act of 1866 has not been superceded.

vi. There is a split of authority concerning whether a functional test applies to 28 U.S.C. § 1441. 28 U.S.C. § 1441 is not at issue in the present case. However, the split of authority concerning how this statutory provision applies to agency decisions gives and indication of how a functional approach is applicable to civil rights removals. Here, there has been unambiguous direction by the Supreme Court that civil rights removal are to be broadly interpreted therefore a functional approach to such removals should be applicable.

vii. Federal racial civil rights cannot be protected in a void proceeding particularly one that has already demonstrated discriminatory retaliation and prejudice.

9. In addition, the public interest is served by granting the relief sought in light of the voting rights at stake and by the fact that particularly attorneys who have a long history of serving the most vulnerable populations in the State of California should not be intimidated, silenced, and retaliated against for refusing to betray the constitution and the interest of their clients and for advancing good faith and sincere efforts to advance the goals and objectives of the Voting Rights Act as Amended and this nation's most powerful civil rights legislation - the Civil Rights Act of 1866. These are sincerely held beliefs and principles of advocacy on behalf

clients of appellants, the public interests, and the appellants.

I declare under penalty of perjury that the foregoing is true and correct and that this declaration was executed on September 5, 2019.

s/ Nina R. Ringgold, Esq.

Certificate of Service

I hereby certify that I electronically filed the document specified below with the Clerk of the Court for the United States Court of Appeals for the Ninth Circuit by using the appellate CM/ECF system on September 5, 2019.

EMERGENCY MOTION AND SUPPORTING DECLARATION UNDER CIRCUIT RULE 27 – 3 FOR STAY AND INJUNCTION PENDING APPEAL AND DISPOSITION OF PROCEEDINGS IN THE UNITED STATES SUPREME COURT
(Time Sensitive Date: As soon as possible and no later than September 10, 2019)

]

Participants in the case who are registered CM/ECF users will be served by the appellate CM/ECF system.

s/ Matthew Melaragno_____

APPENDIX 39

FILED

SEP 9 2019

MOLLY C. DWYER, CLERK
U.S. COURT OF APPEALS

UNITED STATES COURT OF APPEALS

FOR THE NINTH CIRCUIT

THE STATE BAR OF CALIFORNIA; et al., Plaintiffs-Appellees, v. NINA RINGGOLD; LAW OFFICES OF NINA R. RINGGOLD, as member of the State Bar of California with clients protected under 1-3 of the Civil Rights Act of 1866 and Cal B&P Code 6001.1 (eff. 10/2/11) and engaged in action under Voting Rights Act that Seeks a Special Judicial Election in th, Defendants-Appellants.	No. 19-55518 D.C. No. 2:19-cv-00301-GW-MRW Central District of California, Los Angeles ORDER

Before: WARDLAW and NGUYEN, Circuit Judges.

Appellants' emergency motion for a stay and injunction pending this appeal and pending proceedings in the Supreme Court of the United States (Docket Entry Nos. 18, 20) is denied. *See Winter v. Natural Res. Def. Council, Inc.*, 555 U.S. 7, 20 (2008).

All other pending motions will be addressed by separate order.

The briefing schedule for this appeal remains stayed.

DA/MOATT

APPENDIX 40

SUPREME COURT
FILED

SEP 11 2019

Jorge Navarrete Clerk

Deputy

Court of Appeal, Second Appellate District, Division Two - No. B291897

S257643

IN THE SUPREME COURT OF CALIFORNIA

En Banc

TBF FINANCIAL I, LLC, Plaintiff and Respondent,

v.

ASAP COPY AND PRINT et al., Defendants and Appellants.

The request for judicial notice is granted.
The petition for review and application for stay are denied.

CANTIL-SAKAUYE

Chief Justice

USSC - 001202