

No. **20-7771**

ORIGINAL

IN THE
SUPREME COURT OF THE UNITED STATES

Supreme Court, U.S.
FILED
FEB - 4 2021
OFFICE OF THE CLERK

ANTHONY J. BATOR et al - Petitioner

VS.

DAVID NILSSON et al - Respondent(s)

ON PETITION FOR A WRIT OF CERTIOARI TO

COURT OF APPEALS STATE OF CALIFORNIA 3RD APPELLATE DISTRICT.
PETITION OF REVIEW TO CALIFORNIA SUPREME COURT DENIED

ANTHONY J. BATOR (BD7746)
Sierra Conservation Center
5150 O'Brynes Ferry Road
Housing unit...B - 45 - L
Jamestown, Ca. 95327

(No phone Number)

RECEIVED
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SUPREME COURT, U.S.

QUESTION PRESENTED

The petitioner was wrongfully convicted of multiple felonies in a highly unfair trial by a group pf bureaucrats that work in the legal community of Siskiyou County California.

Mr. Bator, petitioner, is 100% completely innocent of the charges fabricated against him.

Petitioner and his family owned property in Siskiyou County California.

Petitioners property was removed from the petitioner and his family in violation of petitioners constitutional rights, rulings of the United States Supreme Court, rulings of the California Supreme Court, the laws of the State of California, the Code of Civil Procedure and the rules of the courts.

Do the rights, rulings, laws and rules protect the petitioner, who will eventually be proven 100% innocent, completely exonerated of all charges, protect the petitioner from the taking of petitioners property without the protection of the constitution or the rule of law?

PARTIES TO THE PROCEEDING(S)

North American Conservation Trust is a Massachusetts style trust held by the Bator family.

Anthony Bator, Ellen Bator and Raylene Irene Bator are the members of the Bator family holding the Trust. Irene Bator died in 2019. By the partnership, no public entities hold any part of the property held by North American Conservation Trust or the equipment owned by the partnership created by the written contracts operating the mine.

Individuals who have an interest in the property of the partnership include:

Anders Karlsson

Dr. Fred Eastman

Dr. Richard Shearer

Dr. Urs Brenner

Dr. Steven Nelson

Dr. Jerry Wade

Roger Gifford

Joseph Lillis

David Nilsson and his unregistered entities

Christine and Courtney Winte

David Aronow

David Nilsson's artificial entities are created to create an illusion of substantiality. They are not the largest investor in this property.

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* In California The Revised Uniform Partnership Act was ratified. Sections 103, 202, 404 and section 602 are enacted as sections 16103, 16202, 16404 and 16602 respectively 16802.

** In California the Revised Uniform Partnership Act was ratified, section 1001 and section 1103 are California Corporation Code 16959(a)(1) and 16959(h).

16959(a)(1) mandates an agent live in the state of California

16959(b)(h) states:

A foreign limited liability partnership transacting interstate business in this state may not maintain any action, suit or proceeding in any court of this state until it has registered in the state pursuant to this section.

California Corporation Code 2203, 1708.08(a).....	10,18
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IN THE
SUPREME COURT OF THE UNITED STATES
PETITION FOR WRIT OF CERTIORARI

Petitioner respectfully prays that a writ of certiorari issue to review the judgment below.

OPINIONS BELOW

☐ For cases from **federal courts**:

The opinion of the United States court of appeals appears at Appendix _____ to the petition and is

- ☐ reported at _____; or,
☐ has been designated for publication but is not yet reported; or,
☐ is unpublished.

The opinion of the United States district court appears at Appendix _____ to the petition and is

- ☐ reported at _____; or,
☐ has been designated for publication but is not yet reported; or,
☐ is unpublished.

☒ For cases from **state courts**:

The opinion of the highest state court to review the merits appears at Appendix E to the petition and is

- ☐ reported at _____; or,
☐ has been designated for publication but is not yet reported; or,
☒ is unpublished.

The opinion of the COURT OF APPEALS 3rd DISTRICT court appears at Appendix E to the petition and is

- ☐ reported at _____; or,
☐ has been designated for publication but is not yet reported; or,
☒ is unpublished.

JURISDICTION

☐ For cases from federal courts:

The date on which the United States Court of Appeals decided my case was _____.

☐ No petition for rehearing was timely filed in my case.

☐ A timely petition for rehearing was denied by the United States Court of Appeals on the following date: _____, and a copy of the order denying rehearing appears at Appendix _____.

☐ An extension of time to file the petition for a writ of certiorari was granted to and including _____ (date) on _____ (date) in Application No. ____ A ____.

The jurisdiction of this Court is invoked under 28 U. S. C. § 1254(1).

☒ For cases from state courts:

The date on which the highest state court decided my case was 9-9-2020.
A copy of that decision appears at Appendix Adenied
Court of Appeals 5-28-20

☐ A timely petition for rehearing was thereafter denied on the following date: 10-11-2020, and a copy of the order denying rehearing appears at Appendix F.

☐ An extension of time to file the petition for a writ of certiorari was granted to and including _____ (date) on _____ (date) in Application No. ____ A ____.

The jurisdiction of this Court is invoked under 28 U. S. C. § 1257(a).

CONSTITUTIONAL AND STATE PROVISION INVOLVED

(1). **The 7th Amendment**

In suits at Common Law, where the value in controversy exceed 20 dollars, the right to trial by jury shall be preserved, and be otherwise re-examined in any court of the United States, than according to the rules of the common law.

(2). **The 5th Amendment;**

No person shall be held to answer for a capital, or otherwise infamous crime unless on presentment or indictment of a grand jury, except in cases arising in the land or naval forces, or in the militia when in actual service in the time of war, or public danger; nor shall any person for the same offense to be put in jeopardy of life or limb, nor shall be compelled in any criminal case to be witness against himself, nor be deprived of life, liberty or property without due process of law, nor shall private property be taken for public use without just compensation.

(3). **United States Constitution Article # 1 section 10;**

No state shall enter into any Treaty, alliance or Confederation, grant letters of Marquand reprisal, coin money enact bills of credit, making anything but gold or silver coin a tender in payment of debts, pass a bill of attainder, ex-post facto law or law impairing the obligation of contracts or granting any Title of Nobility.

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STATEMENT OF THE CASE

In 2008 David Nilsson and Anthony Bator negotiated an agreement to put David Nilsson, through his artificial entities in the mining business.

The parties to the first agreement were Home Ticket Ventures Inc. North American Conservation Trust and Anthony Bator.

These three parties worked out an agreement that eventually led to Nilsson, through his artificial entities purchasing 46,840 tons of gold bearing ore.

Ore is defined as rock that contains a valuable mineral that can be extracted at a profit.

North American Conservation Trust. (hereafter) NACT is a Massachusetts style Trust that was patented mining property that sold the gold bearing ore to Home Ticket Ventures, Inc. Anthony Bator is the person that actually operates the mine as a sole proprietor.

In order to workout a deal that was beneficial to all parties, the parties engaged in lengthy negotiations memorialized in hundreds of emails.

Bator spent decade and hundreds of thousands of dollars looking to find a patented gold mine property that he and his family would develop into a profitable mining operation.

In February 2004 Mr. Bator found that property and purchased it with his and his family's assets, and acquired the equipment to bring the mine into production.

The mine was very nearly in production in 2008 when Bator realized he would need to sell some equipment he owned to finally begin production at the mine. Bator listed a trommel for sale in the California Mining Journal. David Nilsson responded to the ad

expressing an interest in purchasing it. Nilsson did not purchase the trommel. On his visit to the mine, Nilsson expressed an interest in getting into the mining business.

Bator and Nilsson worked out an agreement that would satisfy both parties if they honored the intent of their agreements. There were specific conditions that had to be met before the parties could come to terms to get Mr. Bator additional capital and put David Nilsson, through his artificial entities in the mining business.

For Bator, the most significant, but not all the conditions were:

- 1). Neither Bator nor North American Conservation Trust would ever put up the mine or the mining equipment up for collateral under any condition. In the event of default for any reason, including if something happened to Mr. Bator no foreclosure involving the taking of ownership of the mine or the mining equipment could take place. The Bator family had invested hundreds of thousands of dollars in finding this property, developing a mine plan and acquiring the equipment necessary to begin production before David Nilsson became involved in this project.
- 2). Mr. Bator had to maintain his status as an individual gold miner. Mr. Bator has the ability to avoid the extreme expense of dealing with IMSHA, the Interstate Mine Safety and Health Administration. There is valid exception because it was Mr. Bator exposing himself to the dangerous conditions of exploring old mines and developing a successful operation.
- 3). Mr. Bator needed Nilsson et al to commit to paying Bator a regular salary to permit Mr. Bator to continually work at the mine full time.
- 4). NACT and Mr. Bator needed Nilsson through his artificial entity to pay off the only

mortgage on the mine property which was held by Judith Ward and Sandra Payne.

5). Bator and NACT needed a commitment from Nilsson et al to fund the completion of the mill until the property and the mine were generating revenue.

David Nilsson and all of his entities were aware of the conditions required by NACT and Mr. Bator in order for NACT and Bator to proceed with any deal.

For Nilsson:

1. David Nilsson by and through his artificial entities had to be in the mining business.

There are very distinct advantages to being in the mining business of mining gold. As a person in the mining business, a person, and only a person in the mining business can hold the product, gold, and not declare it as income until the gold is sold.

David Nilsson was interested in deferring income taxes to sell his gold.

2. David Nilsson et al did purchase a sizable quantity of gold bearing ore. For Mr. Nilsson to feel comfortable turning over large quantities of cash to fund the construction of the mill, he wanted to place a lien on the equipment and the property. Bator, NACT and Nilsson et al did this. **The liens placed by Nilsson et al have no note attached to them compelling any obligation upon NACT or Bator.** The liens were placed to make David Nilsson feel secure so neither NACT nor Mr. Bator could sell the mine or the equipment and abscond with Nilsson et al's money. They did not authorize Nilsson et al to take any property.

3. Nilsson had the responsibility of managing his own money. He and Bator

made the decisions as to how the mine would be brought into production.

Bator and Nilsson identified the intent of the contracts via email and the partnership they entered. See Revised Uniform Partnership Act section 202. Formation of a partnership which states;

(a) except as otherwise provided in subsection (b), the association of two or more persons to carry on as co owners a business for profit forms a partnership whether or not the persons intend to form a partnership.

Mr. Nilsson drew up the contracts. David Nilsson presentment of the contracts in the trial court do not reflect the intent of the parties as agreed.

This court in Kungys v. United States stated in; 485 U.S. 759, 108 ct 1537;
(issues of intent are factual matters for the trier of fact);
Berenyl v District Director, INS, 385 U.S. 630, 634-635 87 S. ct 666, 669-670
17 L Ed 2d 656 (1967). We are unpersuaded by the United States argument that Kungys so called pattern of lies establishes the illegal subjective intent of his alleged false testimony as a matter of law.

In 2009, the parties Bator, NACT and Home ticket Ventures Inc. intended to pay off the mortgages and that NACT would hold the mine property unencumbered. The intent of NACT and Bator was not for one of Nilsson's artificial entities (unregistered in California. See appendix to purchase the mortgage and hold that mortgage and use it at some future date to allege Nilsson had the authority to own the mine.

In 2009 all parties agreed to pay off the mortgage held by Judith Ward and Sandra Payne. When Judith Ward died, Bator negotiated with Katherine Wielder, (settling Wards estate) to purchase Wards ½ interest in the note for a much reduced value approximately 25,000 to 30,000. After Mr. Bator established NACT's intent David Nilsson dealt with

Ms. Wielder and paid off the note, supposedly in the name of the Trust.

NACT continued to pay Sandra Payne the mortgage due her on the half mortgage she owned. Bator paid NACT for the lease on the mine from Bator's salary and NACT paid Payne until Nilsson quit paying Mr. Bator's salary.

David Nilsson et al agreed to pay Mr. Bator a salary of 120,000 per annum. All Parties, Nilsson et al and Bator et al agreed to bring the mine into production as frugally as possible and Bator accepted a forward on the salary due him of 2,000 per month to conserve capital; just enough to keep Bator working full time at the mine (less than minimum wage) but enough to pay Sandra Payne, buy fuel and food.

In 2009 after Wards note was paid off, Bator nor NACT ever paid anything on that portion of the mortgage.

Nilsson never alleged NACT was in default or late on any mortgage.

The contract states that the parties would agree as to how money would be spent to accomplish this "undertaking". In Exhibit 5 of Plaintiffs complaint page 2 clause F regarding purchase states;

shall be subject to the final approval of both purchaser (Nilsson) and processor (Bator) which must be agreeable to both parties and approved in writing by both parties after certain critical tests are performed on the ore by Stutenroth Milling and Manufacturing, Teichert Construction Company and Sepro Mineral Systems Corporation.

Nilsson et al breached the contracts by spending approximately \$50,000.00 on equipment that was not needed at the mine until the mill was completed. Nilsson's actions violated the intent of the contracts. Bator did not agree with his spending the

\$50,000.00. The money was needed to complete the mill.

The Ore Purchase and Processing Agreement's (OPPA's) acknowledge Bator and NACT could involve other people in the partnership. This was necessary because Nilsson "ran out of money". Involving other people is acknowledged by section 1.4 clause (c) that payment to Nilsson would "be senior to all other contracts obligations of process".

It was Nilsson's responsibility to provide the needed capital to complete the mill. He professed to be a wealthy venture capitalist interested in entering into the mining business.

What does the phrase to be in business mean?

Bator has been in business all of his adult life since he was 17 years old. There are no guarantees that anything will happen or when something will happen. No one can predict any event or any market condition. Overcoming the problems one faces is what succeeding in business is about.

Nilsson had to be in the mining business, not as an investor, not a lender. He had to be in the mining business.

Nilsson made his own decisions as to what we would do at the mine. In this suit, Nilsson et al is attempting to hold Bator and NACT responsible for his decisions. This is evidenced in the contracts by Nilsson's visit to Tiechert Construction.

The decision to increase daily production are all business decisions Nilsson et al agreed to or instigated. How the mill would be upgraded to increase daily production and recover gold was unsettled after Nilsson became a partner. The partnership could not

draw certain conclusions until it was settled on how to do the upgrade of the mill that Nilsson instigated and agreed to. All the partners had to agree.

David Nilsson diverted Bator from getting the mill generating a cash flow by redirecting his efforts. Nilsson wanted to increase production causing delays. The delays support Nilsson argument that NACT and Bator were in default. Any default was engineered by Nilsson and his decisions. Now, Nilsson is attempting to do what is forbidden by the intent of their agreements.

One act alone, it could be argued that Nilsson did not commit fraud in the manner in which he is suing NACT and Bator. However, when one examines the entire record of Nilssons actions, his actions demonstrate Nilssons underhanded attempt to use his position as a person receiving privileged information of the mining enterprise to undermine the mining operation for the benefit of himself and his unregistered entities.

The next issue that needs to be addressed is the trial courts lack of jurisdiction to proceed.

- 1) Nilsson never made any notice and demand for payment to Bator and NACT,
- 2) Nilsson et al never proceeded any type of accounting as to how Olympic Investments LLC allegedly owning the mortgage on the mine.
- 3) Bator does not believe he was properly served Court Orders and motions when he was Removed to Duel Vocational Institute also known as reception when the court granted plaintiffs motion for summary judgement. Bator had no access to a law library. Bator had no access to a phone. Bator received very little mail, if any.
- 4) Unregistered foreign corporations the 1st issue of jurisdiction

Nilsson never made any demand or notice for payment to Bator or NACT. Clause 38 of the OPPA's acknowledge that...

“the seller, processor and purchaser hereby agree to work together in good faith to amend this agreement in a timely manner and or mutually acceptable terms and conditions such that the original intent and objection of this agreement are amended...”

Nilsson et al do not want to work anything out. It is their intention to steal this valuable property.

The 2nd Issue Regarding Lack of Jurisdiction

The trial court awarded plaintiff terminating sanctions. Nilsson et al never provided any basis for his allegations that the “alleged” mortgage he owned was determined.

Nilsson never provided any details as to how he was owed 44 ½ million dollars.

The court granted terminating sanctions because plaintiff attorney didn't like Bator's answers. Apparently the trial court believes the defendant is supposed to explain how Nilsson et al arrived at their conclusions NACT and Bator are in default. Plaintiff lied in stating plaintiff fore filled all his contractual obligations. The court assumes plaintiff is telling the truth. Bator informed the court Nilsson and Nilssons attorney are lying. Apparently the court believes Bator is supposed to disprove Nilsson allegations instead of making Nilsson et al prove their allegations. This does not comply with the standards of American Law that the plaintiff must prove his allegation.

3rd Issue of Jurisdiction

Bator doesn't believe he was properly served the motion for summary judgement or for terminating sanctions. The plaintiff repeatedly alleged he did not receive Bator's

response to form interrogatories. Bator proved he lied. See docket entry (2) on 2-16-2017 stating and proving Attorney Griffith repeatedly lied about not receiving answers to form interrogatories. After these two affidavits, plaintiff attorney changes from not receiving them to the answers as being inadequate. The answers provided in those form interrogatories are 100% accurate and there is no attempt to deceive the court. Mr. Bator provided 406 pages of bank records to the plaintiff conclusively proving Bator and NACT honored thru commitments to the contracts and honored the fiduciary duties to the partnership. Bator provided 1531 emails demonstrating the changes and events that occurred in accomplishing the "undertaking". Plaintiff wanted the defendant to provide the basis for plaintiff complaint, or admit he, Bator was in default. Bator is not in default other than what was caused by Nilsson et al breaches.

If plaintiff wanted better answers he should have provided some justification for his false allegations that was in compliance with the intent of the contracts. He was not in compliance with the intent. Plaintiff repeatedly filed for terminating sanctions hoping, waiting for the circumstance that occurred. Bator was transferred to reception where he did not receive plaintiffs motions, his belief, and defendant could not respond to plaintiffs allegations so his request was unanswered. The attorney quickly filed for summary judgement that the court quickly granted. The case was supposedly settled. An easy solution to what could be a complicated case.

The 4th Issue of Lack of Jurisdiction

The most obvious, the plaintiffs, Nilsson Family Trust, Olympic Investments LLC, Home Ticket Ventures LLC are all foreign entities, organized in foreign states.

This court found that under American law a corporation has no legal existence outside the boundaries of the state chartering it. *Bank of Augusta v Earle* 38 US (13 Pet) 519, 588 (1839). Nothing has altered this finding. The Revised Uniform Partnership Act section 1001. Statement of qualification (a)(2) states;

“The street address of the partnerships chief executive office stating and, if different, the street address of an office in the state, if any. (3) if the partnership does not have an office in this state, the name and address of the partnership agent for service of process.

There is no office in the state of California and there is no agent for service of process. See also the California Corporation Code section 2203 and 17708.08(a) stating the same requirements and forbidding action in the state courts. Revised Uniform Partnership Act section 1103(a) states;

“A foreign limited liability partnership transacting business in the state may not maintain an action or proceeding in this state unless it has an effect a statement of foreign qualification. (b) The failure of a foreign limited liability partnership to have in effect a statement of qualification does not impair the validity of a contract or act of the foreign limited liability partnership or preclude it from defending an action in this state.”

Unfortunately, for this court, for the other California Courts the Siskiyou County superior Court fails on a regular basis to obey the law creating extensive additional legal actions that are overburdening our judicial systems.

The agreement between Bator, NACT and Nilsson et al was negotiated to put Nilsson et al in business and together. The participants of the OPPA's would accomplish the objective as stated in the OPPA's under the Revised Uniform Partnership Act section 202(a)...the association of two or more persons to carry as co-owners of a business for profit forms a partnership whether or not the persons intend to form a partnership.

This conforms with the intent of Bator and NACT in their negotiations with Nilsson et al. Bator absolutely established he did not want to be in an advertorial relationship with Nilsson et al or anyone. The task of doing as the partners planned is an extreme challenge and required every bit of Bator's attention.

The parties set an "undertaking", a goal and the objective was to bring the mill to completion and mine the well identified block of ore as described earlier.

Under RUPA section 103 Effect of Partnership Agreement states;
(a) except as otherwise provided in subsection (b) relations among the partners and between the partnership are governed by the partnership agreement.(b) states;
(3) eliminate the duty of loyalty under section 404(b) or 603(b)(3)
(5) eliminate the obligations of good faith and fair dealing under section 404(d)
(8) vary the requirement to wind up the partnership business in cases specified in section 801(4),(5), or (6)

Section 801(4),(5),or (6) do not apply to the proceeding herein.

Under RUPA General Standards of Partners conduct section 404;

- (a) the only fiduciary duties a partner owes to the partnership and the other partners are the duty of loyalty of care set in subsections (b) and (c).
- (b) A partners duty of loyalty to the partnership and the other partners is limited to the following;
 - 1) to account to the partnership and hold as trustee for it any property, profit or benefit derived by the partner in the conduct and winding up the partner including the appropriation of a partnership opportunity.
 - 2) to refrain from dealing with the partnership in the conduct or winding up of the partnership business as or in behalf of a party having an interest adverse to the partnership and
 - 3) to refrain from competing with the partnership in the conduct of the partnership business before dissolution of the partnership.
- (c) A partners duty of care to the partnership and other partners in the conduct and winding up a partnership business is limited to refraining from engaging in grossly negligent or reckless conduct, intentional misconduct or a knowing violation of law.
- (d)A partner shall discharge the duties to the partnership and the other partners under this act or under the partnership agreement and exercise any rights consistently with the obligation of good faith and fair dealing.

These obligations comply with the intent of both Bator and NACT in making the

agreements with all parties involved in the development of the mine project.

Under RUPA section 602 Partner's power to disassociate; wrongful dissociation states:

- (a) a partner has the power to dissolve at any time, rightfully or wrongfully by express will pursuant to section 601(1)
- (b) a partner's disassociation is wrongfully only if;
 - (1) it is a breach of the express provision of the partnership argument; or
 - (2) in the case of a partnership for a definite term or particular undertaking, before the expiration of the term or the completion of the undertaking.

The agreement between Bator, NACT and Nilsson et al was negotiated to put Nilsson et al in the mining business. and that together the participants of the Ore Purchase and processing agreements (OPPA's) would accomplish the objectives as stated in the OPPA's;

- 1) to complete a gold recovery mill. Completion to be funded by Nilsson et al.
- 2) to process the gold ore owned by NACT to pay the expenses of running the mill and the cost mining.
- 3) to pay Nilsson et al the gold in the ore that was sold to him and his entities for his paying for the completion of the gold recovery mill.
- 4) after the mill was complete and generating a cash flow Nilsson et al would have completed his obligations and reaped the significant reward for the risks he was supposedly taking in funding the completion of the operating mill.
- 5) to mine the block of ore that was to be mined. The well defined block of ore (1 of many) contains approximately 135,000 ounces of gold.

To express the economics of this partnership, the ore today identified for this "undertaking" contains at current market prices 243,000,000 dollars.

The only guarantee NACT and Bator made to Nilsson et al was that the ore Nilsson purchased would contain .25 ounces of gold per ton. That guarantee was not to permit Nilsson to take the property, it established that if the average grade was below .25 ounces per ton both Bator and NACT would increase the tons sold and processed. Nilsson et al

purchased 46,840 tons of ore. At current prices that amounts to 21,481,200.00. the problem is David Nilsson is a greedy man who has no integrity and no honor. He is attempting to unjustly enrich himself by stealing Bator and Bator family's lifes work and generations of assets.

And the Siskiyou County court judge Karen Dixon is permitting this theft to occur.

The first obnoxious and illegal attempt to sabotage the mining operation is the manner Nilsson appears to have acquired Judith Wards ½ of the mortgage on the mine property.

Bator was very busy for filling his obligation at the mine when Judith ward died. Bator negotiated with the attorney Wards estate to pay off Judith Wards note. The amount of the note was reduced to approximately 25,000-30,000. Bator left Nilsson to settle the debt in the mine property. Apparently, by the manner he alleges in this suit, he purchased the note in another of his artificial entities and now attempts to say it is an obligation of NACT, not of Home Ticket Venture that agreed to pay off the note. Olympic Investments should sue Home Ticket Ventures if Nilsson's argument is correct. Its not correct. If the note was acquired by anyone, Home Ticket Ventures Inc or Olympic Investments LLC or Nilsson Family Revocable Trust or anyone else. Bator and NACT never paid any money to the alleged mortgage somebody allegedly held. Neither NACT nor Bator ever acknowledged any debt regarding any mortgage to anyone to associated with Nilsson et al. Nilsson et al never alleged NACT or Bator owed any obligation to the entity alleging had this mortgage before this suit was filed.

After Nilsson, or whoever allegedly paid off (a contested fact) Wards note, Bator continued to pay NACT for the lease on the property from the proceeds of the modest

salary Nilsson et al were paying him.

Shortly thereafter Nilsson quit paying Bator's salary, as agreed to, and after David Nilsson spent \$50,000.00 in equipment that was not necessary to complete the "undertaking" Nilsson admitted via email that he ran out of money.

Nilsson's running out of money caused severe hardship on the Bator family and Nilsson's actions breached the agreements Bator had with Nilsson.

Because of the changes in the plans for completing the mill were changed, instigated by Nilsson's quest for a faster return on his investments, and because Nilsson ran out of money, and Nilsson was unsuccessful at for filling his obligation to provide capital to complete the mill, Bator had to raise the money necessary to complete the mill. Bator not Nilsson raised the additional money with Nilsson's approval, to purchase needed equipment to complete the mill upgrade plan. Bator did raise the money to purchase very expensive equipment, known as floatation cells, with money he raised from his acquaintances. (hundreds of thousands of dollars).

Nilsson is aware of Bator raising the money to purchase this equipment.

In Nilsson's suit, Nilsson et al (we don't know which of his artificial entities makes this claim) claim that he has a UCC-1, filed in 2009 on the equipment he had no part in acquiring. This equipment was awarded to him by the Siskiyou County superior Court, Judge Karen Dixon.

These issues that were addressed to the court by Bator, the court chose to ignore them;

1) Nilsson et al never presented any UCC-1 to the court to substantiate his allegations.

2) The alleged UCC-1 would have expired in 2014. Well before this suit was filed and

well before this very expensive equipment was purchased.

- 3) The equipment Nilsson alleges he is able to repossess was purchased by Anders Karlsson well after 2009. Nilsson was and is aware of Karlsson's investment and Karlsson's funding.
- 4) There never was any type of note that compelled Bator to pay anything to Nilsson et al other than the OPPA after the "undertaking" was completed.
- 5) David Nilsson presented paperwork to the court stating he had the authority to repossess the floatation cells (amongst other things) purchased by Anders Karlsson. This is fraud as alleged in Bator's cross complaint to Nilsson's complaint.

The court chose to ignore these significant contested facts. Facts that Bator can prove to the trier of fact, the jury he demanded and the court refused to permit.

The only recourse that was available to Nilsson et al, per the intent of the OPPA's would be to take over the running of the mill until Nilsson et al receives the gold out of the ore he and his artificial entities purchased. After that, Nilsson et al exits the property and abandons all liens on the property and equipment. Period.

Pursuant to Nilsson's obligations, and his un-waivable mandate of loyalty and fair dealing in the partnership under R.U.P.A. supra, and the intent of the OPPA's, it becomes obvious that early in the affairs of the partnership Nilsson began to undermine thus partnership association when he purchased Judith Wards note. He requested it would be done in the name of the trust, NACT and NACT would hold the property unencumbered.

His actions from the time he entered the agreement demonstrate his desire to undermine the operation to unjustly enrich himself.

- 1) Nilsson instigated increasing production delaying completion of the mill and delay of cash flow.
 - 2) Nilsson spent money that was needed to complete the mill on equipment that was absolutely unnecessary when he spent it, without Bator's approval.
 - 3) Nilsson failed to pay Bator causing Bator to fall behind on his obligations, creating a situation where Nilsson then could acquire the entire mining property and mining equipment.
 - 4) Nilsson, as a partner, was given, proprietary information due to Bator's integrity to deal fairly and Nilsson used that information to attempt to exclude Bator and the others involved in funding this project by making deals with people Bator connected him with.
- RUPA section 404 supra.

Nilsson continued to attempt to extract concessions from Bator when Nilsson simply met some of the obligations he made to Bator and NACT. This is extortion as alleged in Bator and NACT cross complaint that Judge Dixon granted the demurrer on.

The Trial Court

Mr. Bator is in prison because he challenged the actions of deputy district attorney Christine Winte when she and her husband made a small investment in the mine (\$2,000.00) and because of changes in the mining operation caused by David Nilsson she did not realize a timely return on her investment, Christine Winte and her husband Courtney Winte weren't entitled to take Raylene Bator; Ellen Bator's child from the Bator family. Christine Winte did this in absolute violation of both federal law, state law

and in violation of the Bator Family's rights, and in direct violation of this courts findings in Santosky v Kramer 71 L ed 2d 599 454-5, 745 (1982).

When deputy district attorney Christine Winte found that the Bator family were seeking civil and criminal penalties against her and her coconspirators for removing the Bator child into her own home, all members of the legal community in Siskiyou County united with Christine Winte who fabricated charges against Mr. Bator and brought about criminal prosecution. Some of Christine Wintes coconspirators were witnesses against Bator at his criminal trial – a trial fabricated against Bator to protect the co conspirators. Mr. Bator has filed a writ of habeas Corpus that was denied without prejudice because the court would not provide Bator his transcripts. After the denial by the supreme Court, the court managed to have the transcripts made available to Bator. The specifics as to when the issues were raised at trial is being prepared and will be re-filed as soon as completed. (very soon).

Judge Dixon works closely with six of the people involved in the illegal taking of the Bator child. Judge Dixon's decisions are not based upon the law or the intent of the contracting. Bator et al believes her decisions were prejudiced by the fact that Bator was and will be suing and filing criminal charges against the people involved in the taking of the Bator child and his subsequent false charges that led to his conviction.

The Bator family believes Judge Dixon is willfully working to destroy the Bator family by taking away the Bator's ability to fight the charges and by taking all of the Bator family assets.

JUDGE DIXONS WRONGFUL ACTS INCLUDE

- 1) denying the defendant a trial by jury. guaranteed by the 7th Amendment.
- 2) his due process rights to apply the law to the suit before the court. Ignore the plaintiff

Duties and obligations intended by the OPPA's as guaranteed by the Constitution of the United States Article 1 section 10.

- 3) Judge Dixon ignores the published opinions of the courts that control the trial courts rulings.

For cites of common law principles the trial court violated see appendix E & F. There are 28 violations of principles the trial court violated?

It appears both the trial court violated and the appellate court chose to ignore the published opinions of the courts that control the trial courts decisions.

If the court only understands the Code of Civil Procedure the trial court was provided with Civil Code 472(a) which states;
whenever a demurrer in any action or proceeding is sustained the court shall include in the decision or Order a statement of the specific ground or grounds upon which the decision is based which must be referenced to appropriate pages and paragraphs of the demurrer the party against whom a demurrer has been sustained may waive this requirement.

Bator specifically states to the court...

BATOR DOES NOT WAIVE THE REQUIREMENT.

This court in Kungys supra stated the intent of the parties is always an issue of fact.

Further in defendants cross complaint that the demurrer was inappropriately granted, the issues stated by Bator et al set forth the essential facts of his case with reasonable precision and particularity specific to acquaint the defendant (Nilsson) of the nature source and extent of the causes of action. Nothing else is required. See Alch v Superior

Court 122 Cal App 4th 339, 390, 19 Cal rptr 3d 129, 94.

Further error by the trial court include;

- 1) The trial court refused to have the proceeding recorded,
- 2) The court denied Bator from appearing at any hearing.
- 3) The court refused to permit Bator to provide evidence of the 1531 emails that altered the OPPA Agreement that explained the intent of the contracting parties. This was done in a letter to Bator.
- 4) The court refused to compel plaintiff to answer interrogatories and admissions.
- 5) The court denied Bator discovery.
- 6) The court permitted unregistered limited liability companies to proceed initiating a court action when the law clearly says they cannot see *Bank of Augusta v Earle supra*.
- 7) The court granted terminating sanctions denying Bator ability to argue his case, falsely alleging he did not answer form interrogatories correctly. Mr. Bator supplied the plaintiff with 406 pages of Bank of America records that established Bator complied with his obligations under the contract as well as his duties under discovery. Bator also provided 1531 emails that demonstrate the intent of the contracting parties.
- 8) The court awarded plaintiff a judgement of 13,000,000.00. when the contract clearly states the undertaking, the goal, was to complete a gold recovery mill; completion of which was hampered by Nilsson et al's actions to unjustly enrich himself.
- 9) The court violated the terms of the contract that provide the only recourse to plaintiff in the event of any default was taking over the mine and mill to process plaintiff ore.

The only thing Nilsson et al is entitled to.

- 10) The court did not compel Nilsson et al to prove his allegation of default, his determination of Bator and NACT owing 44 ½ million dollars or his ownership of a UCC-1 alleging he could take the equipment he alleges he is entitled to.
- 11) The court did not compel Nilsson et al to demonstrate how Olympic Investments LLC should not sue Home Ticket Ventures Inc. for fraud.
- 12) The court granted terminating sanctions inappropriately. It is the plaintiff to establish the basis of any award of judgements. All of Bator actions were made in good faith and honest.
- 13) The trial court refused to accept that Nilsson et al are undermining the OPPA's unjustly to enrich himself violating the contracts and the law.
- 14) The request by plaintiffs attorney for terminating sanctions was presented multiples of times. Bator repeatedly answered the interrogatories completely and honestly given the allegations made by Nilsson and not made by Nilsson. Plaintiff attorney kept refiling the motion for terminating sanctions expecting (assumed) that at some time Bator would not be able to answer. He succeeded when Bator was transferred to prison reception and did not get his mail, have access to a law library or access to a phone. Plaintiff attorney then quickly moved for summary judgement after Bator could not respond (possible lack of service) without access to phone, mail or law library. The court quickly granted the summary judgement eliminating a case that would have required substantial time and work for the court.

The Third appellate District of the California Court of Appeal

One must wonder, when one becomes aware of the fact that the courts in Siskiyou County have so flagrantly disregarded the rights of the citizens and the application of law that the residents therein live in a condition of tyranny.

Bator has made multiple attempts to seek justice before the Appellate Court for the Third Appellate District. Attorney's Bator has inquired with have described the district as very conservative.

Denying the application of law is not conservative. It is not liberal; it is tyranny. See brief to California Supreme Court appendix I.

In this case, the court violates the constitution, common law principles, the laws of the State of California as well as any federal laws they violate.

By stating, as it does in the courts order of this case, the 3rd Appellate District declares This case "Not for Publication". This disclaimer does not excuse them from recognizing the law, obeying the law, or honoring the rights of its citizens.

Reasons for Granting the Writ

The trial court and the California Court of Appeal for the 3rd Circuit are operating outside the boundaries of the rights its citizens and outside the boundaries of the law.

If there are no consequences for their actions, they will never correct them. Thomas Jefferson stated in the Declaration of Independence that people are prone to suffer ills until they become insufferable, Bator is being incarcerated based upon an allegation of crimes that never occurred. That conviction was obtained by the presentation of false evidence presented by the legal community in Siskiyou County. That same legal community is herein financially destroying the Bator family in violation of dozens of

laws and Bator's constitutional rights.

CONCLUSION


This action should have never been allowed to proceed. The plaintiff has not dissociated. RUPA section 602 from the partnership that exists. Nilsson's companies have no authority to file suit in the state of California courts. The court lacks jurisdiction.

The property owned by NACT and Bator were wrongfully taken and it should be returned to the defendants.


The courts below should be reprimanded for disregarding the rights of the defendants and the established principles in dealing with legal issues addressed by the defendants.

This petition form a writ of Certiorari should be granted.

Respectfully submitted



Anthony Bator individually



Anthony Bator Executive Trustee for North American Conservation Trust

Dated March 10, 2021