

No. 21-1276

In the
Supreme Court of the United States

RAM MEHTA AND NEENA MEHTA,

Petitioners,

v.

WESTROCK CO. AND ITS OFFICIALS;
SMURFIT-STONE CONTAINER CORPORATION AND ITS
OFFICIALS; ROCK-TENN COMPANY AND ITS OFFICIALS,

Respondents.

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

REPLY BRIEF OF PETITIONERS

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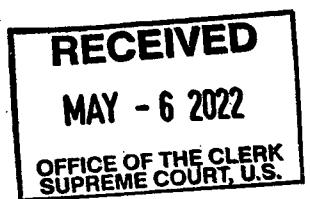


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ARGUMENT

In Respondents' Brief in opposition to our petition for writ of certiorari page 3 and 4 under Statement respondents stated that complaint as attempting to assert claims for embezzlement, conversion, common law and equitable fraud, all of which are Delaware State law claims, primarily sounding tort. Matter of fact is both Supreme Court and Court of Chancery State of Delaware failed to indicate us that, our claim falls under tort this proves that both the courts are in influence by the respondents. But the truth is we provided all the facts with evidence in our brief to Court of Chancery State of Delaware and Supreme Court of State of Delaware, and in our Petition for a writ of certiorari to USA Supreme Court that WestRock Co. and its officials committed embezzlement, conversion, common law and equitable fraud and now respondent also in their Respondents' Brief in opposition to our petition for writ of certiorari admitting that respondents have committed the embezzlement, conversion, common law and equitable fraud.

In Respondents' Brief in opposition to our petition for writ of certiorari Page 5 paragraph # 1 the respondents stated that, Mehtas bound by release. Matter of fact is, we are again presenting the facts of the 'release' here again as follows: PLEASE NOTE that after declining the merger agreement between Smurfit Stone and Rocktenn, we rightfully and within the time limit under DGCL section 262 filed the appraisal right through TD Ameritrade in the Court of Chancery State of Delaware. But after few weeks Later we received a letter from Mr. John McIntosh that we failed

to perfect our appraisal right and he cc'd that Letter to TD Ameritrade (our broker) (please see the EXHIBIT F" Mr. McIntosh Letter regarding appraisal right). After receiving his letter, I called WestRock and Mr. McIntosh instructed me to file the case in Court of Chancery. Later, on September 23, 2011, we filed PETITION FOR OPPOSITION TO SMURFIT STONE CONTAINER CORPORATION'S NEW COMMON STOCK DISTRIBUTION, its MERGER WITH ROCK-TENN COMPANY, AND BREACH OF FUDICIARY DUTY AND FRAUD BY SMURFIT-STONE CONTAINER OFFICIALS in the Court of Chancery in the state of Delaware (case # 6891VCL). We as an individual investor had 170,082 escrow stock position, therefore to defraud our escrow stock position Mr. McIntosh misguided us and asked us to file the above case in the court of chancery. So that later on under duress they could make us sign settlement agreement and release, and the WestRock Co and its officials could embezzle (equity fraud) our escrow stock position. We urge honorable supreme court to order investigation for criminal act of WestRock company and its officials. Following the fact of release signing under duress:

Fact of release signing Duress is that for us as a parent not being able to provide good education in good environment to our child is the biggest fear and threat. The attorney hired by Mr. Robert McIntosh (General Counsel Rock-Tenn at the time), telephonically gave us continuous pressure, and threatened us that if we don't sign the settlement agreement and release (dated 11/15/2014), later we won't receive a single penny (See settlement agreement dated 11/15/2014, EXHIBIT H included with writ of

certiorari). We feared that if we don't sign the settlement agreement and release, we may not get any money later and we cannot buy the house in good school district, with this fear under duress we signed the settlement agreement. Please note that prior to signing the settlement agreement and release we used to reside at 5540 Stratford Circle, Buena Park, CA 90621.

After we signed the settlement agreement and release, within 3 to 4 months we bought home in a good school district neighborhood with the settlement money so that we could give good education in safe environment to our only child (at the time), the address of our new house is 12227 Iron Stone Drive, Rancho Cucamonga (**Please see EXHIBIT 'N' for the assigned middle school and high school ranking for both the addresses**). Also please note that under duress we signed the settlement and release for far less amount. Due to this, we could only afford to buy home in a good school district about 60 miles away from my spouse's work, my spouse spends about 3.5 hours commuting to and from work each day from the new place, please note our old residence was just 20 miles from her work. Now we feel proud in saying that this year my daughter got into premed program for Neuroscience in topmost universities of USA, where she applied.

Respondent claimed in their answering brief (page no. 32) Conversely, the parties negotiated over several years, and for good consideration, the Mehtas made the decision to settle. By the Mehta's own admission, these negotiations resulted in a higher settlement for them than the defendants had initially offered and constituted a premium to the merger consideration.

The Mehtas accepted the additional consideration and did not challenge the Appraisal Release until now, over six years later. These facts do not come close to duress. Matter of the fact is that ***our total claim at the time was \$504,291.44 and under above duress we settled it for \$105,000 (please see EXHIBIT "L" with writ of certiorari.) we never knew that WestRock Co. will use that settlement agreement and release (dated 11/15/2014, see EXHIBIT H), which we signed under the duress, against our escrow stock position and will not pay our balance money in the our escrow stock position. However, Please note that, at the time of signing the settlement agreement and release dated 11/15/2014 both Mr. McIntosh, and attorney hired by Mr. McIntosh promised me that the final distribution of my escrow position stock will not get effected upon signing the settlement agreement and release dated 11/15/2014, and our final distribution will be made after settling all the unsecured creditors in the bankruptcy court.***

Also, we urge Honorable Supreme Court of United States to review thoroughly EXHIBIT "L" for details of WestRock's' intentional malicious, and fraudulent acts against us.

In Respondents' Brief in opposition to our petition for writ of certiorari under 'JURISDICTION' page 1, Petitioner did not challenge validity of Delaware statute. Matter of fact is, WestRock Company deprived us from our rightful equity money, and State of Delaware Courts could not see this obvious fact. Also, State of Delaware Courts could not see that WestRock Co, and its officials have committed the embezzlement, conversion, common law, and equitable fraud. This

indicates that Courts of Delaware is under influence from the respondents, and therefore we challenge the validity of Delaware statute.

We object all other oppositions by respondent to our petition for writ of certiorari. Even though we did not get any justice from the State of Delaware Courts, we have faith in Judiciary, and we know that the court of law always supports the truth, and we hope that United States Supreme Court orders against WestRock for our following claim and demand:

As indicated in our original petition to Court of Chancery State of Delaware, our total claim amount is \$1,334,892.31; and in addition, we claimed our unclaimed amount of \$1,271,833.53 in our opening brief and reply brief in the Supreme Court in the State of Delaware. Therefore, our total claim is \$2,606,725.84 i.e. Two million six hundred six thousand and seven hundred twenty-five dollars and eighty-four cents (\$1,334,892.31 + \$1,271,833.53). Please note that this total claim amount excludes our opportunity cost damages, interest, expenses and punitive damages.

We urge United States Supreme Court to Order WestRock to pay our claim and damages. In addition, we request U.S. Supreme Court to Order white collar criminal investigation on this matter against WestRock official for making us to sign settlement agreement dated November 15, 2014 (Exhibit H, App.94a) under Duress and for Embezzlement of our equity money. Also, urge U.S. Supreme Court order investigation for conspiracy and harassments by WestRock official as described in letter dated March 23, 2014 (Exhibit L, App.136a).



CONCLUSION

For the reason as stated above and in our writ for Certiorari, this Court grant should grant the Petition for writ of Certiorari and order white collar criminal investigation against WestRock Company Officials.

Respectfully submitted,

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