NO. 22-949

IN THE SUPREME COURT OF THE

UNITED STATES

DR. APARNA VASHISHT-ROTA, an individual,

Petitioner,

v.

Hagen et.al.,

Respondents.

On Petition for Writ of Cert Supplemental

Briefing United States Supreme Court

DR. APARNA VASHISHT-ROTA
PETITION FOR REHEARING

Pro Se Petitioner
12396 Dormouse Road,
San Diego, California 92129
(858) 348-7068

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QUESTION PRESENTED

1. Whether Petitioner's constitutional rights were violated and excessive takings/sanctions were allocated to her contrary to the disclosed amount?
2. Whether the appellate court followed U.R.A.P 37 for voluntary dismissal that requires Petitioner's counsel to file an affidavit?
3. Whether the Court of Appeals used U.R.C.P. 37 (B) in both instances it held that Petitioner was in 'contempt' of the Court's Order?
4. Whether the Court of Appeals acceptance of her April 1, 2022 Motion to Strike that the Court of Appeals ruled on run contrary to its assertion that Petitioner can't file herself as a named party?
5. Whether an LLC and a person can have 'unity of interest' when using §925 B, Petitioner can void Utah for her personal claims and LLC claims?
6. If Petitioner in the Sixth Disclosure she has damages noted as $1.18 billion while the Ninth Disclosure, $120 million, then is the

default an excessive sanction contrary to takings clause, 8th amendment?

TABLE OF CITED AUTHORITIES

Appendix One: Show Cause Response

STATE RULES INVOLVED

Utah Rules of Appellate Procedure Rule 37.

Rule 37. Suggestion of mootness; voluntary dismissal.

Effective: 11/1/2022

(a) Suggestion of mootness. Any party aware of circumstances that render moot one or more of the issues presented for review must promptly file a "suggestion of mootness" in the form of a motion under Rule 23.

(b) Voluntary dismissal. At any time prior to the issuance of a decision an appellant may move to voluntarily dismiss an appeal or other proceeding. If all parties to an appeal or other proceeding agree that dismissal is appropriate and stipulate to a motion for voluntary dismissal, the appeal will be promptly dismissed. The stipulation must specify the terms as to payment of costs and fees, if any.

(c) Affidavit or declaration. If the appellant has the right to effective assistance of counsel, a motion to voluntarily dismiss the appeal for reasons other than mootness must be accompanied by appellant's personal affidavit or declaration demonstrating that the appellant's decision to dismiss the appeal is voluntary and is made with knowledge of the right

to an appeal and the consequences of voluntary dismissal. If counsel for the appellant is unable to obtain the required affidavit or declaration from the appellant, the motion must be accompanied by counsel's affidavit or declaration stating that, after reasonable efforts, counsel is unable to obtain the required affidavit or declaration and certifying that counsel has a reasonable factual basis to believe that the appellant no longer wishes to pursue the appeal.

U.R.C.P. 37 (B) **Rule 37. Statement of discovery issues; Sanctions; Failure to admit, to attend deposition or to preserve evidence.** ***Effective: 5/1/2021***

(b) Motion for sanctions. Unless the court finds that the failure was substantially justified, the court, upon motion, may impose appropriate sanctions for the failure to follow its orders, including the following:

(1) deem the matter or any other designated facts to be established in accordance with the claim or defense of the party obtaining the order;

(2) prohibit the disobedient party from supporting or opposing designated claims or defenses or from introducing designated matters into evidence;

(3) stay further proceedings until the order is obeyed;

(4) dismiss all or part of the action, strike all or part of the pleadings, or render judgment by default on all or part of the action;

(5) order the party or the attorney to pay the reasonable costs, expenses, and attorney fees, caused by the failure;

(6) treat the failure to obey an order, other than an order to submit to a physical or mental

examination, as contempt of court; and

(7) instruct the jury regarding an adverse inference.

INTRODUCTION

A. The trial Court misrepresented that Petitioner was found in violation of any Order.

a.) Alleged Deposition Sanction: "The parties next pursued written discovery. In competing discovery motions, the parties alternately sought the deposition of Ms. Rota and a stay of discovery pending the outcome of companion litigation in California. Ms. Rota sought to stay discovery altogether as a means of judicial, party, and economic efficiency. [R. 1188]1 Howell sought to immediately compel the deposition of Ms. Rota in this case regardless of whether she would be deposed again in a companion case. [R. 2061] Howell's discovery motion was made pursuant to Utah R. Civ. P. 37(a). Id. The trial court declined to stay discovery. [R. 2083 (hearing transcript) and R. 2126 (order)] The trial court required discovery and the deposition of Ms. Rota, in particular, to move forward without delay and Ms. Rota to sit for deposition on or before July 31, 2019. [R. 2738-40] The trial court made no finding that any party had engaged in delay tactics, acted in bad faith, or acted with willful disregard of the trial court's orders. Id.

The trial court's July 1, 2019 discovery order was issued under Utah R. Civ. P. 37(a) and included attorney fees without assessing fault or any finding of bad faith, delay, or any intentional conduct on the part of Ms. Rota. Id. The order extended fact discovery for all parties until September 3, 2019 and awarded Howell its attorney fees and costs in

"bringing the discovery issue related to the deposition of Ms. Rota before the Court." *Id.* The July 1, 2019 order warned Ms. Rota that "In the event Ms. Rota fails to appear for deposition as required in paragraph 1 of this Order above, the Court will, upon application of the Plaintiff, consider, among other things, holding the Defendants in contempt, striking the Defendants' Answer to the Second Amended Verified Complaint and Counterclaim, and entering the Defendants' default." Id. Ms. Rota appeared in Salt Lake City for her deposition which was taken by Howell on July 23, 2019. [R. 2742] No violation of any court order occurred." Mr. Alex Jones was given several warnings before he was held in contempt and the Court offered to refund his money should he comply.

b). Alleged Protective Order Violation/Show Cause

HMS used the same Rule U.R.C.P. 37 (B) to get a default without a hearing even though there was no prior violation of any Order. The trial Court misrepresented facts and did not follow procedural steps.

2. Excessive Sanction: Petitioner has $1.18 billion verified by counsel in the Sixth Disclosure and a few million in the others. Petitioner was unable to add her California claims and sought to split her AAA claims using §925 (B) and a deposition under oath on July 23, 2019.

3. Rule 37 U.R.A.P. Not Followed: Plaintiff did not file a motion under Rule 23 to dismiss the appeal and nor did her counsel file an affidavit. Petitioner's counsel refused to dismiss AEG's claims under the alleged Utah agreement and in the alternative, misappropriation of trade secrets under the theory of unjust enrichment as noted in UTSA filed in 22-276 petition for rehearing.

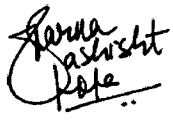
4. Petitioner Correctly Filed Her Personal Response to Show Cause: Petitioner did not have counsel for 22-276. HMS filed 22-276 in 22-758. Petitioner filed her response after her counsel filed one for August Education Group, LLC. At worst, the Court of Appeals should have thrown out her *pro se* brief and ruled on the rest like it did on the Motion to Strike. It arbitrarily let Petitioner file Motion to Strike non-record items but not a brief on the merits.

5. Petitioner's Show Cause Response is attached as Appendix One. The Court can see that there are many factual issues that are still to be determined.

CONCLUSION

Ms. Rota hopes for evidentiary hearings for both the September 2, 2020 Orders on Appeal. The appeals court ruled on issues not on appeal which is the 'gag order' and 'default order'. The Court of

Respectfully submitted,



/s/ Aparna Vashisht-Rota Pro

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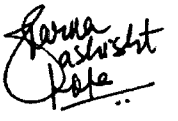
June 5, 2023

Certificate of Compliance

I hereby certify that: This brief complies with the word limits set forth in Supreme Court Rule 33.1, because this brief contains 694 words, excluding the parts of the brief exempted by United States' Supreme Court R. 33.

DATED this June 5, 2023



/s/ Aparna Vashisht-Rota

Certificate of Service

This is to certify that on June 5, 2023, I caused the Supplemental Briefing for *Writ of Certiorari of Petitioner Aparna Vashisht Rota* to be served via email on:

Mr. Jeff Shields

Howell Management
Services/Jeff Shields
PO Box 45385
Salt Lake City UT 84145-
0385

Ph: 801 532 1500
Email. Jshields@rqn.com

Attorneys for Howell Management Services, LLC and Chris Howell

DATED this June 5, 2023

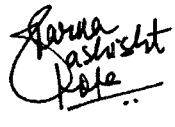
/s/ Aparna Vashisht-Rota

Certificate of Good Faith

Petitioner, relying on the cases cited and others similarly situated, affirms that this Petition is brought in good faith, after careful due diligence, and that the instant petition is grounded in established and recognized legal precedent.

Petitioner, Dr. Aparna Vashisht-Rota, hereby certifies that this Petition for Rehearing is presented in good faith, and that the Petition is not for the purpose of delay, and that it is restricted to the grounds specified in Supreme Court Rule 44.2.

DATED AND SIGNED: June 5, 2023



/s/ Aparna Vashisht-Rota

NO-22-949

IN THE SUPREME COURT OF THE

UNITED STATES

DR. APARNA VASHISHT-ROTA, an individual, and AUGUST EDUCATION GROUP LLC
Petitioner,

v.

HOWELL MANAGEMENT SERVICES,

Respondents.

On Petition for Writ of Cert United

States Supreme Court

DR. APARNA VASHISHT-ROTA

PETITION FOR REHEARING

APPENDIX ONE

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IN THE UTAH COURT OF APPEALS

Dr. Aparna Vashisht-Rota, an individual; Appellant , v. Howell Management Services, Appellees	**APPELLANT DR. APARNA VASHISHT-ROTA'S BRIEF FOR THE OCTOBER 18, 2022 MEETING TO SHOW CAUSE** Appeals Court No. 20200713-CA Trial Court No. 170100325

INTRODUCTION

On September 13, 2022, the Court of Appeals issued an Order. In its Order, it mentions a June 7th Order and assumes that Appellant was alerted prior. Not so.

Based on Exhibit E and F, and other motions filed by HMS such as "Counterclaims" or "Defamation", a reasonable person would be led to believe that Order could apply to HMS. Pursuant to Rule 11 of the Utah. Appellate Procedure, only the record on trial is considered on appeal, on those grounds, Exhibits E and F should be stricken. The second reason they should be stricken is that they are collaterally estopped as 20210395-CA/20010119 has the Utah AG and California claims, not this instant case. In

20210395-CA, this Court refused to grant relief due in this case stating that it should be brought up in 20200713-CA. Thus, by its own logic, this Court is in no position[1] to grant relief from/on other cases in this instant case. Thirdly, the Court in its April 29, 2022 order struck all 'non-record' items but in 20210395-CA refused to strike despite two motions. If those were granted, HMS/Plaintiff do not have a brief in 20210395-CA entitling Appellant to a fair win usurped by the Court of Appeals. Fourthly, in its order in 20200802-CA, the court refused to act on emails and yet in its Order dated September 13, 2022, is considering the extraordinary step of dismissing the appeal.

> The appeal should be dismissed as per the April 29, 2022 order, personal and specific jurisdiction is doubtful for Defendant Dr. Aparna Vashisht-Rota that a party is entitled to bring up as per U.R.C.P. 12 (h) and the defense of indispensable parties that need to be added to the case. The same point was noted in 20010119/20210395-CA which also requested a ruling on the alleged Utah agreements. As jurisdiction is contested, and the matter was set to revert to the

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[1] After both parties filed their responses to the sua sponte motion for summary affirmance, Vashisht-Rota filed a reply/motion to strike portions of the opposing parties' response. We deny the motion to strike. To the extent that the reply renews a request to remand that has twice been denied, it is again denied.

[3] The Howell Litigation is the subject of a separate interlocutory appeal pending before this court as case number 20200713-CA. To the extent that Vashisht-Rota seeks relief related to that case, that relief is beyond the scope of this appeal. This appeal is limited to review of the Vexatious Litigant Order entered in this case. (2021 UT App 133, footnote 2 and 3).

Second Agreement, the Court is in no position to sanction or dismiss the entire appeal as 100% of it is subject to AAA agreements. Appellant, Dr. Aparna Vashisht-Rota, files this brief in her personal capacity and Attorney John Robinson will appear on the date of the Show Cause for AEG related issues and the Third Agreement that old AEG has with HMS.

ARGUMENT

1. Exhibit E and F are what the Appeals Court allowed as per its June 7th, 2022 Order. As that exhibit has too many papers that implicate HMS, there is no way to know that the June 7th, 2022 Order was directed at the her. Appellant. Exhibit E was filed in 200100119 related to the Utah AG filed on or around February 17, 2021 on the docket and then with the Utah AG's email address on October 28, 2021 which had the Petition for the Interlocutory Appeal. The petition and the non-public brief filed in E don't differ much in substance. Therefore, collateral estoppel applies as Appellants already have a ruling on that case and the non-public version substantively is the same as the petition. Appellants have sent her California allegations to the Utah AG so those harassment matters are related to the California filings that Appellant was trying to split in 200100119. The harassment claims are public under rights to sue since 2018 Rights to sue [R.00727-738].

Appellants are apologetic and request the AG to delete the email with the non-public brief to rectify Exhibit E. Exhibit F was submitted to AAA in private emails that were never made public, this Exhibit F is not in any violation. The Court will note that the Protective Order in Appellant's brief is much simpler to understand and follow.

AAA noted in its email "Your communications will not be made public or uploaded to the file.", see Appellant's Brief Page 298 of 568., thus, Exhibit F is not in any violation of any Order. Finally,

the only filing restrictions Appellant has is in 20210395-CA at the Court of Appeals level and now that is going to SCOTUS (Exhibit 1) and the same issues exist, lack of fair trial, indispensable parties, Utah agreements (Rule 2), mistake, counteroffer, fraud in agreement formation etc. Thus, it is premature to fault Appellant for any of her filings. Lastly, as noted below, all Utah AG related filings are based on 20210395-CA/20010119 that deal with California issues as well as other allegations such as Theft of Services, by extortion as filed in 20010119. Appellant's whistleblower counsel suggested she timely file.

2. Old AEG and New AEG: [R.3487] Old AEG's sole contract is the alleged Third Agreement with Howell Management Services. Dr. Aparna Vashisht- Rota and new AEG claims are filed in California out of business necessity. The alleged Third Agreement has money due for life under 1.3.3 c and d to offset any monetary damages to HMS with money left to pay Appellants for attorney's fees as the Utah non-compete for a founder reporting harassment is unenforceable. New AEG has no filing restrictions, no claim restrictions. The First and Second Agreement that cover Hernandez is 'unrelated' to the Utah matter as per the Court's Order on September 2, 2020 in 170100325. Articles AEG: R.003750-3756. Only old AEG with HMS Utah. The rest of the Defendants are in California in 3-20-00321-cv-RBM-KSC as all the events and witnesses are in California.

3. Extraordinary Measures: Appellants submit this Order (Exhibit 2) from a related case 20200802-CA in which the Court of Appeals declined to act on an email, thus, it should do the same. In 20210132-CA, the Court of Appeals observed the 14 days (Exhibit 3) in the rule which is the same as Rule 65 (A) TRO that fell off in 14 days. In 20200802-CA, the Court refused to act on emails but now in its September 13, 2022 is threatening to dismiss an appeal based on an email. In 20210132-CA, the Court charged Appellant money for a subpoena and asked her to refile

but the trial Court refused to allow it citing 20210395-CA/202100119 so Appellant could not refile it in a timely manner. In 20210132-CA the Court of Appeals followed the 14 days required to charge money but still hasn't ruled on the TRO gag order that fell off after 14 days as a matter of law. As Appellants have pending discovery, she is entitled to a leave to amend to add more Defendants to pursue her conspiracy claims in federal Court. See Footnote 2. As the agreements are contested, Appellant has filed her AAA motion in California on or around February 2, 2022 to pursue those claims and see whether her prior cases can be refiled with quantum meruit and §51.9 niche market harassment after Appellant won her AAA trial on August 12, 2019. She is 73% of Appellee's placements which is subject to §1 Sherman Act. Appellant alleges Appellees and the Utah Court violate § 1 of the Sherman Act, 15 U.S.C. § ECF 1 at ¶ 3. Section 1 prohibits any "contract, combination in the form of trust or otherwise, or conspiracy, in restraint of trade or commerce." 15 U.S.C. § 1. It "is intended to prohibit actions that unreasonably restrain competition." *Jack Russell Terrier Network of N. Cal. Am. Kennel Club, Inc.,* 407 F.3d 1027, 1033 (9th Cir. 2005) (citing *Bus. Elecs. Corp. v. Sharp Elecs. Corp.*, 485 U.S. 717, 723 (1988)).

a. Rule of Reason Analysis In its TRO, this Court analyzed the Age Rule under the "rule of reason," which is the accepted standard for testing whether an alleged restraint on competition imposed by a sports league violates § 1 of the Sherman Act. ECF 47 at 5–12; see also *Am. Needle, Inc. v. Nat'l Football League, 560* U.S. 183, 202–03 (2010); *N. Am. Soccer League, LLC v. U.S. Soccer Fed'n, Inc.,* 883 F.3d 32, 41 (2d Cir. 2018) ("Regulation of league sports is a textbook example of when the rule of reason applies."). To determine whether a restraint violates the rule of reason, courts apply a three-step, burden-shifting framework. *Ohio v. Am. Express Co.*, 138 S. Ct. 2274, 2284 (2018). The plaintiff bears the initial burden to show that the challenged restraint has a substantial anticompetitive effect that harms consumers in the relevant market. Id. If the plaintiff carries this

burden, then the burden shifts to the defendant to show a procompetitive rationale for the restraint. Id. If the defendant makes that showing, then the burden shifts back to the plaintiff to demonstrate that the procompetitive efficiencies could be reasonably achieved through less anticompetitive means. Id.. The Court never held any hearings related to the TRO motion as noted in the footnote[2] [R.3041]. Appellants can place 300

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[2] 2 The court's notice of hearing for the March 4, 2019 hearing plainly stated that this was a hearing on HMS's motion for a temporary restraining order. The court issued an "order" which presumably is a TRO. What did not occur was the setting of an evidentiary hearing on whether a preliminary injunction should issue. Thus, by operation of rule, the TRO expired 14 days after it was issued. Still, Defendants have abided by it for 5 months in hopes of resolution of this case. Now, the burden is simply too great on Defendants. Defendants demand that the court set an evidentiary hearing at which time, Defendants may present evidence proving to the court that the Affected Universities should not be subject to any preliminary injunction for the reasons given herein.

3 The parties entered into a Second Agreement. The Second Agreement at ¶4 provides that the restrictions on contacting clients of customers of HMS after termination does not apply if Defendants are the party who either first introduced HMS to a new university or developed new business opportunities on behalf of HMS. The Affected Universities are either customers brought to HMS by the Defendants' or for which the Defendants added new marketing channels as a part of new business development efforts and thus the contract between HMS and Defendants does not limit Defendants' continued access to these Affected Universities and neither should this court. Section 4 of the Second Contract provides as follows: "Representative agrees not to solicit, divert, accept business from, perform business for or otherwise take away or interfere with any client or customer of HMS; nor solicit, divert or induce any HMS' other contractors

students/year and have attorneys that refer her students; thus, the hearings are essential for Appellant's trade.

b. Irreparable Harm: To obtain a preliminary injunction, Plaintiff must also "demonstrate that irreparable injury is likely in the absence of an injunction." Winter, 555 U.S. at 22 (emphasis omitted). In its TRO, this Court found that Plaintiff had shown that she has the requisite skills and is ready to play professional soccer, that the Age Rule is impeding her development as a soccer player in an irreversible manner, that the career of a professional soccer player is short, and that there are no substitutes to actual professional competition to help her realize her full potential. ECF 47 at 16– 17.

c. The Balance of the Equities and the Public Interest: "In its TRO, this Court found that the threat of irreparable injury to Plaintiff was not counterbalanced by any cognizable harm to Defendant from a temporary injunction, and that the public interest weighed in favor of granting the requested injunction.

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or employees to leave HMS' employ at anytime during or after termination of this agreement irrespective of the circumstances or reason for such termination. *This is not applicable in certain instances where Representative develops new business opportunities and/or educational partnerships on behalf of HMS.*" (emphasis added). Accordingly, the contract only precludes Defendants from contacting clients and customers which were with HMS prior to Defendants' attempting to recruit for them or for which the Defendants performed no new business development activities. If Defendants initiated the contact with the university and/or developed new business for the university on behalf of HMS, then the university is outside the contract and thereby outside the scope of this litigation. Unfortunately, the TRO in place is so broad that it does not distinguish between HMS's existing customers and new business which Defendants brought to HMS (here the Affected Universities), which should be exempted from "no contact" after termination of the contract.

ECF 47 at 17–18. Specifically, the Court found that Defendant provided insufficient evidence of the hardships it would allegedly suffer in the face of an injunction, and that enjoining the Age Rule serves the public interest because it both preserves free and open competition and promotes gender equity. Id. The Court noted that the NWSL's comparable men's league in the United States, MLS, has no age limit and employs

players under 18. ECF 47 at 18 (citing ECF 1 at ¶ 4). As of the date Plaintiff's Complaint was filed, more than half of MLS teams allegedly had one or more players on their roster under the age of 18. ECF 1 at ¶ 4. In other words, the only thing currently standing between Plaintiff and her aspiration to be a professional soccer player in this country is her gender. Case 3:21-cv-00683-IM Document 88 Filed 06/17/21 Page 21 of 22." The relationship broke down due to the sexual harassment in a niche market. Appellant has included her performance prior to meeting HMS (See Appellees' brief page 541 of 593 and has noted 73% of HMS' placements as a new entrant. She remains unpaid for 7 years in a male dominated field where the males chose not to pay her at all and subject her to litigation expenses. Mr. Hernandez on page 540 of 593 proclaims his desire to setup his own program. Women are 49th in Utah so public policy warrants it.

4. Alleged Utah Agreements: Appellants have submitted a Rule 2 motion (April 29, 2022 Order) that warrants briefing on specific and personal jurisdiction as none of the events took place in Utah and 100% of the contacts arise out of California. First and Second Agreements [R. 2701, 2764, 2984] have money due for any reason and Appellants have equitable remedies under the contracts as well Appellants need to add Defendants[3] (Appellees'

[3] A court may, in the furtherance of justice, allow a party to amend any pleading on any terms as may be proper. Code Civ. Proc. §§ 473(a) and 576. "This statutory provision giving the

Brief page 206-273 of 593).

Shree Ganesh also argues that we should reverse the district court's denial of Shree Ganesh's motion to amend its complaint to add conspiracy claims against several new defendants. Because the district court may want to revisit this decision on remand in connection with its determinations as to Shree Ganesh's other claims, we also remand for a reconsideration of the denial of the motion to amend. But in so doing, we make no decision regarding the merits of the district court's decision on this issue. Rather our decision is motivated only by the fact that—in light of our other determinations—a decision on the

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courts the power to permit amendments in furtherance of justice has received a very liberal interpretation by the courts of this state." Klopstock v. Superior Ct. (1941) 17 Cal.2d 13, 19; see also *Nestle v. City of Santa Monica* (1972) 6 Cal.3d 920, 939 ("the trial courts are to liberally permit such amendments, at any stage of the proceeding, has been established policy of this state since 1901"), and *Hirsa v. Superior Ct.* (1981) 118 Cal.App.3d 486, 488-89 (emphasis in original). Even on the eve or trial, for example, the court of appeal determined that it was error to deny the amendment of a cross-complaint to add an additional theory of recovery where the delay in seeking the amendment was attributable to the opposing party's failure to comply with discovery requests. *Sachs v. City of Oceanside* (1984) 151 Cal.App.3d 315, 319. The policy favoring leave to amend is so strong that it is an abuse of discretion to deny an amendment unless the adverse party can show meaningful prejudice, such as the running of the statute of limitations, trial delay, the loss of critical evidence, or added preparation costs. *Atkinson v. Elk Corp.* (2003) 109 Cal.App.4th 739, 761; *Solit v. Taokai Bank, Ltd.* (1999) 68 Cal.App.4th 1435, 1448. Absent a showing of such prejudice, delay alone is not grounds for denial of a motion to amend. See *Kittredge Sports Co. v. Superior Ct.* (1989) 213 Cal.App.3d 1045, 1048; *Higgins v. Del Faro* (1981) 123 Cal.App.3d 558, 563-65.

issue at this time would be premature. *Shree Ganesh v. Weston Logan*, 2021 UT 21.

5. Facts changed [R.5864-5878] as of August 31, 2020 [R.05794]. Facts in the case changed entitling Appellant to add new Defendants as per U.R.C.P. 12 (h). (h) Waiver of defenses. A party waives all defenses and objections not presented either by motion or by answer or reply, except (1) that the defense of failure to state a claim upon which relief can be granted, the defense of failure to join an indispensable party, and the objection of failure to state a legal defense to a claim may also be made by a later pleading, if one is permitted, or by motion for judgment on the pleadings or at the trial on the merits, and except (2) that, whenever it appears by suggestion of the parties or otherwise that the court lacks jurisdiction of the subject matter, the court must dismiss the action. The objection or defense, if made at the trial, must be disposed of as provided in Rule 15(b) in the light of any evidence that may have been received".

6. Mootness: Generally, we will not decide a case that is moot. Guardian ad Litem v. State (State ex rel. C.D.), 2010 UT 66, ¶ 11, 245 P.3d 724." "Where the issues that were before the trial court no longer exist, the appellate court will not review the case. An appeal is moot if during the pendency of the appeal circumstances change so that the controversy is eliminated, thereby rendering the relief requested impossible or of no legal effect." Guardian ad Litem v. State (State ex rel. C.D.), 2010 UT 66, ¶ 11, 245 P.3d 724; 2012 UT 23. Although "[i]t is the duty of each party . . . to inform the court of any circumstances which . .. render moot one or more of the issues raised UTAH R. APP. P. 37(a)," the court may also raise the issue of mootness sua sponte to further "a core judicial policy" of limiting "the scope of its power to issues in controversy." Therefore, an agreement among parties to continue litigation does not resuscitate a moot case. *Shipman v.Evans*, 2004 UT 44, ¶ 36, 100 P.3d 1151,

abrogated on other grounds by Utahns for Better Dental Health–Davis, Inc. v. Davis Cnty. Clerk, 2007 UT 97, 175 P.3d 1036; Richards v. Baum,914 P.2d 719, 720 (Utah 1996) ("The strong judicial policy against giving advisory opinions dictates that courts refrain from adjudicating moot questions."); see also, e.g., *McBride v. Utah State Bar*, 2010 UT 60, ¶ 13 & n.1, 242 P.3d 769 (raising mootness sua sponte); *Soc'y of Prof'l Journalists v. Bullock*, 743 P.2d 1166, 1169 (Utah 1987) (same). Appellees submitted a declaration from Mr. Ward Heinrichs page 539 of 593 so they are aware of the sanctions already litigated in AAA as to the disobedience of the binding order. As well as the AAA matter was confidential and Appellants had the information prior to the litigation as she is one of the founders of the deal.

7. No violation of any Orders [R.5598-5606]. Appellant has not intentionally filed anything publicly and has made good faith efforts to keep opposing counsel updated. As the Court can see that Attorney Shields mentions it in his footnote, the effort to seal but the protective order is moot as per the District Court where the claims under the First and Second Agreement are filed. First Amendment, university reporting as per process, [R.04323]: Appellants used the process using Rights to sue [R.00727-738] as per university policy. AB 51: Exhibit 10 in Appellant's brief and basis of Complaint 229 of 593 of Appellees' brief which Appellant invoked as of February 2020 when she changed forums. R.3662-R.3670: Opposition to Plaintiff's Motion to Preclude Damages show all the California claims that need to proceed. Jurisdiction over claims due to approval stipulations is valid as Appellant must claim the work and events under the First and Second Agreement in California as HMS has refused to accept any of that work under the alleged Third Agreement. 42 U.S.C. §1983 Page 117 of 593 of Appellees' brief is relevant as Appellant is entitled to pursue all her claims against all Defendants. Jurisdiction is contested. [R.5666-69] and AAA Rulings R.3694-95 further entitle her to pursue all claims once Hernandez is an established AEG Agent as per the First and Second Agreement.

8. As to the emails, Pipkin v. Acumen, 2020: Emails [R.5610] is valid as well as this opinion that covers 'hate' noted in Exhibit E and F. Those are not in the trial Court record. It should be stricken from the record as related to 20010119/20210395-CA. As well as new case law on First Amendment and others noted in the Supplemental Authority further entitle Appellant to relief (Exhibit 5) for issues raised for the first time on appeal.

9. Prior Rulings in the Matter: See page 23-34 of Appellant's Brief submitted April 12, 2022.

On May 28, 2019, Judge Lorenz ruled: "Therefore, Plaintiff's claims are compulsory counterclaims that must be included in the Utah Litigation because the present claims arose out of the same transaction or occurrence
and Utah state court has jurisdiction over Chris Howell." Case 3:18-cv- 02010-L-AGS Document 22 Filed 05/28/19 PageID.481 Page 5 of 5. For the foregoing reasons, the Court GRANTS Defendants' motion to dismiss and dismisses Plaintiff's Complaint without prejudice, subject to asserting its claims in Utah state Court." Case 3:18- cv-02010-L- AGS Document 22 Filed 05/28/19 PageID.481 Page 5 of 5.

"Moreover, the Court is not persuaded by HMS' contention that the allegations here are at issue in the HMS' interference, defamation, and injurious falsehood claims in Utah. As such, the facts of this case and the Utah litigation are distinct in that the instant litigation focuses on the Defendants' behavior during the contract relationship and the Utah litigation focuses on Plaintiff's behavior after the contract relationship ended. Thus, the claims do not arise under the same facts. Therefore, Plaintiff's claims are not compulsory counterclaims that must be included in the Utah Litigation." (Case 3:19-cv-00512-L- AGS Document 18 Filed 03/02/20 PageID.420 Page 6 of 10).

10. Lack of Fair Trial: FAIR TRIAL: Case 3:19-cv-00512-L-AGS Document 11 Filed 06/14/19 PageID.236 Page 13 of 23. "II. PLAINTIFF CANNOT HAVE A FAIR TRIAL IN CACHE COUNTY, UTAH. Her inability to actually litigate claims fairly is an exceptional circumstance that should carry great weight in exercise of the Court's discretion here. In the Utah Litigation, according to the order drafted and filed by HMS' attorney, HMS and Supervisor Howell, state they are "lifelong citizens of Cache County and well known by members of the local community." [ECF No. 9 P.3 ¶ 3].

Plaintiff is neither a lifelong citizen of Cache County, Utah nor well known by members of the local community. In fact, Plaintiff has never been to Cache County, Utah. (Rota Decl. ¶ 2). Moreover, Cache County is a small town with a 93.1% Caucasian population. This is an overwhelming majority. Plaintiff is of Indian descent and a California resident. Id."

11. FAIR TRIAL: Case 3:19-cv-00512-L-AGS Document 11 Filed 06/14/19 PageID.238 Page 15-16 of 23, "TRIAL IN THE SELECTED FORUM WOULD BE SO GRAVELY DIFFICULT AND INCONVENIENT THAT IT WOULD EFFECTIVELY DEPRIVE THE PLAINTIFF OF HER DAY
IN COURT. Litigating this case in Utah would deprive the Plaintiff of a fair trial. The composition of the population in Cache County make it difficult for Plaintiff to have a fair trial in the small town. With the demographics in Cache County, it is highly unlikely the jury pool will be diverse. In fact, the jury pool will likely be individuals who are lifelong members of this small community or at least lived there the majority of their lives, with the majority being Caucasian. In the Utah Litigation, HMS and Supervisor Howell state they are "lifelong citizens of Cache County and well known by members of the local community." [ECF No. 9 P.3 ¶ 3]. Plaintiff has no connections nor ever been to Cache County. (Rota Decl. ¶2). Plaintiff is domiciled in California. Id. at ¶3. Plaintiff is a female of Indian origin. Id.

Plaintiff will not receive a fair trial if she is forced to litigate her case in the small town of Cache County. Accordingly, Plaintiff should not have to endure litigating her claims to a jury who will likely be biased against her automatically. 5. Case 3:19-cv-00512-L-AGS Document 11 Filed 06/14/19 PageID.240 Page 17 of 23 "As previously stated, it is highly unlikely Plaintiff will have a fair trial in the small town of Cache County, as she will be a complete outsider and not a well-known by members of the community like HMS and Supervisor Howell."

12. RESCISSION NOT NEW: Plaintiff has filed a previous complaint with causes of action related to unpaid wages (See Case 3:19-cv-00512-L-AGS Document 18 Filed 03/02/20 PageID.417 Page 3 of 10). Plaintiff states under oath that only the first two of the alleged four agreements are binding. (See Case 3:18-cv-02010-L-AGS Document 7-3 Filed 09/14/18 PageID.226 Page 2 of 3, paragraph 6, line 19-20.) Plaintiff notes that she 'rescinded' from the alleged Utah agreements Case 3:18-cv- 02010-L-AGS Document 7-2 Filed 09/14/18 PageID.222 Page 2 of 4). On that page, "Even if a court were to find that the Utah jurisdiction cause survives, have 'at will' language in them in Paragraph 1.5 "HMS reserves the right to terminate this agreement at any time for any reason or no reason .. " In California, that language alone is enough to make Ms. Vashisht-Rota an employee." Petitioner has also declared under oath in 170100325 that the case should be divided by the contracts.

13. Mr. Howell Has Court Connections: Mr. Howell's Mom is a county assessor[4] and his father is a Bishop (Ms. Kathleen Howell and Mr. Verlo Howell[5] respectively).

14. AAA Rules of Commercial Arbitration; Dépeçage; and Counterclaims

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[4] https://www.youtube.com/watch?v=AX1UnJ82w8A

[5] https://www.facebook.com/verlo.howell

a.) Rule R-52. Applications to Court and Exclusion of Liability (a) No judicial proceeding by a party relating to the subject matter of the arbitration shall be deemed a waiver of the party's right to arbitrate. Petitioner has not waived her right to arbitrate and her AAA contract has equitable remedies.

b.) Rule 58 (a) The arbitrator may, upon a party's request, order appropriate sanctions where a party fails to comply with its obligations under these rules or with an order of the arbitrator. In the event that the arbitrator enters a sanction that limits any party's participation in the arbitration or results in an adverse determination of an issue or issues, the arbitrator shall explain that order in writing and shall require the submission of evidence and legal argument prior to making of an award. The arbitrator may not enter a default award as a sanction. (emphasis added) so Petitioner could not be defaulted out of her AAA claims nor could the Utah Court bar those claims as it did in its ruling on April 21, 2021.

c.) Dépeçage is applicable [R.3695]. "Dépeçage is the widely approved process whereby the rules of different states are applied on the basis of the precise issue involved." *Johnson Continental Airlines Corp.*, 964 F.2d 1059, 1062 n.4 (10th Cir. 1992). See also *Ruiz v. Blentech Corp.*, 89 F.3d 320, 324 (7th Cir.1996) (defining dépeçage as "the process of cutting up a case into individual issues, each subject to a separate choice-of-law analysis"); Underground Solutions, Inc. v. Palermo, 41 F. Supp. 3d 720, 722-23 (N.D. Ill. 2014) ("[Dépeçage] applies when it is appropriate to apply the law of more than one jurisdiction, such as when the issues to which the different laws applied are separable.") (internal quotation marks and citation omitted). This parsing of issues is consistent with the Restatement § 145 approach, which Utah courts have adopted. See Ruiz, 89 F.3d at 324 (the Restatement "enumerates specific factors that identify the state with the most significant contacts to an issue, and the relevant factors differ according to the area of substantive law governing the issue and according to the nature of the issue

itself." (emphasis added); *Townsend v. Sears, Roebuck & Co.*, 879 N.E.2d 893, 901 (Ill. 2007) ("[S]ection 145 explicitly refers to a selective, issue- oriented approach. Here, the case is easy to split between the alleged First and Second Agreements and the alleged Utah agreements under which no work was done. Money is due to Appellants under 1.3.3 (a-e) are perpetual as per 1.3.3
(f). of the alleged Utah agreements. Presently, the amount due is $1,750 times 416 students that HMS has admitted. Therefore, the Court can dismiss the HMS matter with the offset to 1.3.3 c and d with money due to Appellants for life. It can dismiss the matter with attorney's fees, the amount due as per the students and dismiss the HMS claims. The Court should allow Appellant's §51.9 claims in a niche market of which she is a founder to proceed and add Defendants. With 73% placement match, as a woman founder, Utah gave her an actionable unilateral antitrust injury under the First and Second Agreements governed by AAA.

CONCLUSION

As jurisdiction is contested or some claims are subject to another forum with an Order from that Court on the mootness of the protective Order, the Court should decline to dismiss the appeal as a sanction as it can't default Appellant out of her AAA claims pending in a Federal Court (see page 1 of Appellant's brief, "Under the Supremacy Clause of the United States Constitution, a state court is legally powerless to restrain federal court proceedings in personam, regardless of whether the federal litigation is pending. See generally General Atomic Co. v. Felter, 436 U.S. 493 (1978). "Early in the history of our country a general rule was established that state and federal courts would not interfere with or try to restrain each other's proceedings ... [and] [t]hat rule has continued substantially unchanged to [date]." *Donovan v. City of Dallas*, 377 U.S. 408,412 (1964). Today, federal courts have been congressionally authorized to restrain state court proceedings under certain circumstances, but "the old and well-established judicially declared rule that state

courts are completely without power to restrain federal-court proceedings in in personam actions" remains intact Id. Further, "[j]ust as a court may not decide a merits question that the parties have delegated to an arbitrator, a court may not decide an arbitrability question that the parties have delegated to an arbitrator. " *Henry Schein, Inc. v. Archer & White Sales, Inc.,* 139 S. Ct. 524, 530 (2019)."

First Amendment rights and university reporting processes suggest that Appellants correctly filed to get her own contract as a woman founder of the three founders. Appellant remains unpaid for 7 years as a founder. She has claims under AAA as 100% of the work arose in a niche market actionable under §51.9 when she won the AAA trial against Hernandez on August 12, 2019. Appellant is now seeking sanctions against Hernandez (Exhibit 4) as she is owed money.

Date: September 18, 2022 /s/ Aparna Vashisht-Rota

Dr. Aparna Vashisht-Rota

VERIFICATION

I, Aparna Vashisht-Rota, hereby attest and affirm that the facts set forth herein are true and accurate to the best of my knowledge.

Date: September 18, 2022 /s/ Aparna Vashisht-Rota

Dr. Aparna Vashisht-Rota

CERTIFICATE OF SERVICE

I hereby certify that on September 18, 2022, I filed the foregoing with the Court of Appeals Clerk by email and copied opposing counsel on the same. Participants in the case who are registered CM/ECF users will be served by the court's CM/ECF system.

Date: September 18, 2022 /s/ Aparna Vashisht-Rota

Dr. Aparna Vashisht-Rota

THE FIRST JUDICIAL DISTRICT COURT
IN AND FOR CACHE COUNTY, STATE OF UTAH

HOWELL MANAGEMENT SERVICES, a Utah Limited Liability Company;, Plaintiff, vs. AUGUST EDUCATION GROUP LLC, a California limited liability company; and APARNA VASHISHT ROTA, an individual;, Defendants.	**MEMORANDUM DECISION AND ORDER** Case No. 170100325 Judge Spencer D. Walsh

THIS MATTER IS BEFORE THE COURT on the Plaintiff's Motion to Adopt the Vexatious Litigant Order Pursuant to Rule 83(j). In preparation of this Decision, the Court has reviewed the moving papers and examined the applicable legal authorities. Having considered the foregoing, the Court issues this Decision.

SUMMARY

On February 17, 2023, the Plaintiff, Howell Management Services, filed its Motion to Adopt the Vexatious Order Pursuant to Rule 83(j) [D.E. 615]. Plaintiff filed a Request to Submit on February 22, 2023.

BACKGROUND

The Plaintiff commenced this action by filing its complaint alleging four causes of action. First, declaratory relief that it owes the Defendant Aparna Vashisht Rota ("Defendant") no money, second, that the Defendant breached it contract, third, that it should be awarded civil

damages for the Defendant violating the Utah Criminal Code, and lastly, that the Court should award injunctive or equitable relief to enforce the provisions of the contract.

On December 1, 2022, the Utah Court of Appeals filed its decision in this case [D.E. 600], dismissing the interlocutory appeal because they will not allow the Defendant to frustrate the judicial process, especially in light of the repeated warnings and cautions of her own counsel.

On November 3, 2020, Plaintiff filed the Motion to Stay, requesting that the Court stay "all matters pending before this Court" and enforcement of the Judgement pending the outcome of the Appeal. Mot. to Stay [D.E. 544], at 2. The Defendant filed a Memorandum in Opposition opposing the Motion to Stay, requesting that the Court narrow the effect of any stay and issue conditions to protect Defendant's interest at issue in this action.[1] The Plaintiff filed a Memorandum in Support arguing that the Court should stay proceedings without narrowing its effect and issuing conditions. This Court issued its Memorandum Decision and Order [D.E. 557] granting the Motion to Stay finding that issuing the order was warranted pending Appeal because the Plaintiff will be irreparably harmed if a stay is not issued because they would be unable to financially support the Appeal if the Court moved forward with the proceedings, that the Defendant would ont be substantially injured by the stay, and that the public interest weighed in favor of a stay by promoting judicial efficiency. M.D. at 4.

On December 15, 2021, the Court of Appeals filed its order in case no. 200100119 [D.E. 515]. The Court of Appeals found that the district court did not err when it found that the Defendant was a vexatious litigant and adopted the order into the appellate case. The Plaintiff now requests that pursuant to rule 83(j), this Court should adopt the prior vexatious litigant order from case no. 200100119, impose filing restrictions, and apply the order retroactively to effectively render the Defendant's filings in this case moot.

[1] On November 3, 2020, the Court issued an Amended Judgment [D.E. 541].

RELEVANT FACTS[2]

1. Since the commencement of this case, there have been numerous instances of misconduct by the Defendant in at least two of the cases in Utah.
2. For instance, the Defendant has repeatedly disclosed confidential information to third parties, in violation of a protective order issued in this case and after numerous warnings. As a result, this Court entered terminating sanctions against the Defendant and struck both Her and AEG's answer and counterclaim and entered their default on Plaintiff's Complaint as a sanction for Rota's "open and blatant disregard for the Court's mandates" and bad faith actions in violating the protective order. *See* Memorandum Decision on Amended Motion for Issuance of an Order to Show Cause Re: Contempt of Protective Order ("Sanction Order") at 19.
3. The Defendant appealed the Sanctions Order by filing a petition for interlocutory appeal, which was granted. See Docket, Case No. 20200713-CA.
4. The Sanctions Order was affirmed when, on November 1, 2022, the Utah Court of Appeals entered an order ("November 2022 Order") dismissing Defendant's interlocutory appeal because of her frequent misconduct, refusal to follow the Rules, and inclusion of entirely inappropriate material and arguments during the appeal.
5. A small sampling of these filings, as set forth in the November 2022 Order, are as follows:
    a. A letter and a 296-page document titled "Brief for the October 18, 2022 Meeting to Show Cause." According to the Court of Appeals, only 19 pages are somewhat substantive. The Defendant filed three actions in California and one in Utah: (1)

[2] This Court will adopt the relevant facts from Plaintiff's Motion to Mot. for Court to Adopt Vexatious Litigant Order Pursuant to Rule 83(j).

Rota v. Howell Management Servs., et al., No. 2:18-cv02010-L-AGS, in San Diego Superior Court in and for the State of California; (2) Rota v. Howell Management Services, LLC, No. 19-cv-0512-L-MDD, in United States District Court for the Southern District of California; (3) Rota v. Howell Management Servs. et al., No. 3:20-cv-00321-TWR-KSC; and (4) Vashisht-Rota v. Howell Mgmt. Servs., No. 200100119 in Cache County, State of Utah. All have been dismissed.

b. A document captioned "Motion to Clarify September 13, 2022 Order," which contains a 4-page motion and around 100 pages of attachments. Most of the attachments were not related to the case.

c. A "Motion to Change Venue," which was 392 pages long and accused Judge Fonnesbeck of "extreme prejudice and hatred towards minorities."

d. A 2-page letter with 31 pages of attachments, followed by 94 pages of supplemental exhibits. One of these exhibits accuses the Utah judiciary of racism, misogyny, and other biases.

e. A document titled "Appellant's Motion [for] Proposed Orders." This motion is 291 pages long and was not requested by the court. It was followed by a 212-page filing, and another 223-page filing. *See* November 2022 Order at 2–5.

6. Even after the Court of Appeals told the parties that "this court, and its staff, will not consider any further filings from either party not provided by rule on the subjects of these hearings except by invitation of the Court," Defendant "continue[d] to flood the court with her inappropriate filings." *Id.*

7. Defendant appealed the Sanctions Order to the Utah Supreme Court with a Petition for Writ of Certiorari. This petition was denied as a motion for rehearing. *See* Docket, Case No. 20200713-CA.

8. Defendant filed another case in Cache County, Utah on April 17, 2020, as a pro se party, Vashisht-Rota v. Howell Mgmt. Servs., Case No. 200100119, related to the same business relationship at issue in this case and in the same jurisdiction as this case ("Utah Pro Se Case").

9. Defendant has filed numerous papers and pleadings without merit in the Utah Pro Se Case seeking relief for orders entered in this litigation. *See* Docket, Case No. 200100119.

10. Defendant accused opposing counsel and the Utah judiciary of racist, bigoted, biased, illegal and other serious misconduct without any factual support.

11. As a result of the Defendant's inappropriate actions in the Utah Pro Se Case, HMS filed a Motion for Determination that Plaintiff is a Vexatious Litigant Pursuant to Rule 83. In the motion, HMS asked the Court for an order that Rota had to obtain legal counsel to pursue the case, or alternatively, that Rota should be subject to a pre-filing court approval requirement.

12. Judge Fonnesbeck issued the Vexatious Litigant Order on April 25, 2021, finding that the Defendant was a vexatious litigant and requiring her to proceed with counsel.

13. The Defendant appealed the Vexatious Litigant Order to the Utah Court of Appeals. On appeal, the court affirmed the Vexatious Litigant Order and adopted and applied it in the appellate proceedings pursuant to Rule 83(j). *See* Vashisht-Rota v. Howell Mgmt. Servs., 2021 UT App 133, 503 P.3d 526, cert. denied sub nom. Vashisht-Rota v. Howell Mgt., 509 P.3d 196 (Utah 2022).

14. The Defendant has also endeavored to file documents on behalf of AEG, which is a limited liability company.

15. As recently as December 8, 2022, the Defendant sent the Utah Supreme Court and Plaintiff's counsel multiple emails with six attachments. In these attachments, the Defendant continues to personally attack the judges of the Utah Court of Appeals and Judge Fonnesbeck.

16. In an attachment, attached to the Plaintiff's Motion, Defendant calls the case "a pure race based attack on my family." Defendant further states: "This should have been over a long time ago, instead, due to pure hatred for my race and gender and some assumed motive that I could not defend against, Utah continuously blocked and denied me forum for one thing or another."[3]

17. In another attachment, attached to Plaintiff's Motion, the Defendant says she "do[es] not want Judge Fonnesbeck to be on this case. She is hostile." In this attachment, the Defendant states that she has "filed several motions from 11/19-11/21 to set aside default, leave to amend, and other post trial [motions] appropriate at this time," but that none of these motions appear on the docket.[4]

18. On February 14, 2023, the Defendant sent more than thirteen (13) emails containing dozens of attachments to counsel and the Court, which requested various forms of relief.

[3] Exhibit A attached to Plaintiff's Mot. for Court to Adopt Vexatious Litigant Order.
[4] Exhibit B attached to Plaintiff's Mot. for Court to Adopt Vexatious Litigant Order.

ANALYSIS

I. Pursuant to Rule 83(j) of Civil Procedure this Court Finds the Defendant a Vexatious Litigant.

Rule 83(j) states that after a litigant has been ordered vexatious, "any other court may rely upon that court's findings and order its own restrictions against the litigant any other court may rely upon that court's findings and order its own restrictions against the litigant as provided in paragraph (b)". Utah R. Civ. P. 83(j). In order to be found vexatious, the court must "find by clear and convincing evidence that the pro se litigant committed three or more proscribed acts in any one action, though not necessarily the action in which the vexatious litigant motion is filed." *Strand v. Nupetco Assocs. LLC*, 2017 UT App 55, ¶ 19, 397 P.3d 724, 727

Rule 1 of the Utah Rules of Civil Procedure states, in relevant part, that the rules "govern the procedure in the courts of the state of Utah in all actions of a civil nature, whether cognizable at law or in equity, and in all statutory proceedings, except as governed by other rules promulgated by this court or statutes enacted by the Legislature and except as stated in Rule 81." Utah R. Civ. Pro. 1.

In the absence of any restrictions provided by the rules of civil procedure, this Court will rely on its previous factual findings and decision affirmed by the Utah Appellate Court finding the Defendant a vexatious litigant. However, this Court will also find that the Defendant has engaged in and continues to engage in similar inappropriate conduct in this case as well. As discussed above, the Defendant has filed numerous pleadings or other papers that contain scandalous and immaterial content, has engaged in similar frivolous tactics against the Plaintiff through email, and has attempted to file papers on behalf of its co-defendant August Education Group ("AEG") despite a lack of evidence that the Defendant being a lawyer licensed in this state to represent AEG. *See* Utah R. Civ. P. 83(a)(1)(C); *see also DeBry v. Cascade Enterprises*,

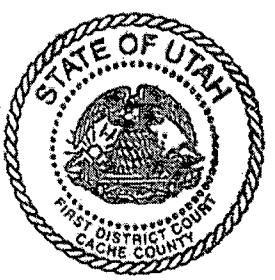
879 P.2d 1353, 1362 (Utah 1994) ("A nonlawyer may not undertake legal representation of a corporate litigant."). Accordingly, based upon the language of rule 1, and in the absence of an inconsistent Court ruling on vexatious litigants, this Court concludes that the First District Court, as a Utah state court handling a civil matter, can rely on rule 83(j) and rely upon the findings of the First District Court to impose restrictions upon the Defendant as provided in rule 83(b) of the Utah Rules of Civil Procedure. Further, in reliance upon the findings contained in the Vexatious Litigant Order in case no. 200100119 and in this case above, this court adopts the filing restrictions imposed therein and will require the Defendant to be represented by legal counsel in connection with any future proceedings in this action. Finally, this Court will not apply this rule retroactively where Rule 83(e)(1) states that the pre-filing restriction of "***future claims*** shall submit an application seeking an order before filing." Utah R. Civ. P. 83(e)(1) (emphasis added). Accordingly, this Court adopts its previous order finding the Defendant a vexatious litigant, imposes the filing restrictions and will require the Defendant to be represented by legal counsel in connection with any future proceedings.

CONCLUSION

Based on the foregoing, IT IS HEREBY ORDERED that the Plaintiff's Motion to Adopt the Vexatious Litigant Order Pursuant to Rule 83(j) be GRANTED. This decision represents the order of the Court. No further order is necessary to effectuate this decision.

DATED this 9th day of June, 2023.

BY THE COURT:



Spencer D. Walsh

CERTIFICATE OF NOTIFICATION

I certify that a copy of the attached document was sent to the following people for case 170100325 by the method and on the date specified.

MANUAL EMAIL: ELIZABETH BUTLER LBUTLER@PARSONSBEHLE.COM

MANUAL EMAIL: NATHAN THOMAS NTHOMAS@PARSONSBEHLE.COM

MANUAL EMAIL: KENNEDY NATE KNATE@RQN.COM

MANUAL EMAIL: STEPHANIE HANAWALT SHANAWALT@RQN.COM

MANUAL EMAIL: JEFFREY SHIELDS JSHIELDS@RQN.COM

MANUAL EMAIL: APARNA VASHISHT ROTA aps.rota@gmail.com

06/09/2023 /s/ ANGELA BROWN

Date: _____ _____

Signature

No. 22-949

IN THE

SUPREME COURT OF THE UNITED STATES

Dr. Aparna Vashisht-Rota, an individual; &

_____ — PETITIONER
(Your Name)

VS.

Utah AG et. al., _____ — RESPONDENT

PROOF OF SERVICE

I, Dr. Aparna Vashisht-Rota, do swear or declare that on this date, June 12, as required by Supreme Court Rule 20 I have served the petition for rehearing and letter on each party to the above proceeding or that party's counsel, and on every other person required to be served, by depositing an envelope containing the above documents in the United States mail properly addressed to each of them and with first-class postage prepaid, or by delivery to a third-party commercial carrier for delivery within 3 calendar days as attached.

The names and addresses of those served are as attached in Exhibit 1.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on June 12, 2023

Aparna Vashisht Rota

_____
Dr. Aparna Vashisht-Rota
(Signature)

EXHIBIT 1

Hon. Judge Diana Hagen
450 S State St
Salt Lake City UT 84111-3101

Hon. Judge Christiansen-Forester
450 S State St
Salt Lake City UT 84111-3101

Hon. Judge Tenney
450 S State St
Salt Lake City UT 84111-3101

Hon. Judge Appleby
450 S State St
Salt Lake City UT 84111-3101

Hon. Judge Orme
450 S State St
Salt Lake City UT 84111-3101

Hon. Judge Morgan
135 N 100 W
Logan UT 84321-5058

Hon. Judge Fonnebeck
135 N 100 W
Logan UT 84321-5058

Office of the Attorney General
Utah State Capitol Complex
350 N State St Ste 230
Slc UT 84114-0002

Hon. Judge Jill Pohlma
450 S State St
Salt Lake City UT 84111-3101

Howell Management Services/Jeff Shields
PO Box 45385
Salt Lake City UT 84145-0385

Hon. Judge David Mortensen
450 S State St
Salt Lake City UT 84111-3101