24-6867

No. _____

ORIGINAL

IN THE SUPREME COURT OF THE UNITED STATES

CARLTON ROARK ("ROARK")

Petitioner,

v.

SAN DIEGO COUNTY CREDIT UNION ("SDCCU"), ET AL,

Respondents,

ON PETITION FOR WRIT OF CERTIORARI TO THE UNITED STATES COURT OF APPEALS FOR THE NINTH CIRCUIT, CASE NO. 23-55750

PETITION FOR WRIT OF CERTIORARI

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This Petition can be decided based solely on authenticated evidence in the record (Dkt #2, 9th Cir. Case No. 23-55750; 2-ER-219–390, 1-ER-204–218, 1-ER-186–195, and 1-ER-101–177), that was not disputed by three lower federal courts, or counsel for three opposing parties, for violations of Title 18 U.S.C. and the U.S. Constitution, in furtherance of concealing a financial institution's, untraceable funds after unsyncing itself from its Federal Reserve account and, other crimes.

QUESTION PRESENTED

When the Ninth Circuit reviewed evidence proving attorneys as officers of the court for opposing parties (all funded by a tax-exempt banking cartel) conspired in a state trial court action to conceal using a non-neutral computer forensic expert with a conflict of interest for the opposing party (a member of that banking cartel), to first access, tamper with, the home PC of its former employee, and authorize him to delete files on it, to falsely allege spoliation and secure terminating sanctions against him and all it produced, to enforce a legally unenforceable anti-whistleblower provision in confidential employee separation agreements used by that banking cartel member, to conceal, among other wrongdoing, untraceable funds from unsyncing its account with the Federal Reserve for about an entire year; to affirm (Appx. B and A) a U.S. District Court order which ruled (line 5–6, p. 15, Appx. C) that the concealed use by officers of the court of tainted evidence from a disqualifying conflict of interest, was evidence that "...only revealed a disqualifying conflict of interest..." that did not justify disqualifying, everything, much less anything, secured by it—was the Ninth Circuit;

1. in conflict with its own rulings, the rulings of other federal circuits and the U.S. Supreme Court, for (extrinsic) and other fraud on the court schemes, and;
2. permitting criminal acts by officers of the court "...to influence, obstruct, or impede, the due administration of justice..." pursuant to the 2nd prong of 18 U.S.C. §1503(a), in a conspiracy against rights, pursuant to 18 U.S.C. §241, and;
3. permitting a criminal scheme to deny due process and trial by jury involving three trial courts over ten years (for this case) in violation of the U.S. Constitution?

LIST OF PARTIES AND THEIR RELATIONSHIP IN PRIOR STATE COURT PROCEEDINGS, PRIOR TO PROCEEDINGS IN FEDERAL COURTS

All parties *do not* appear in the caption of the case on the cover page. The parties to the proceeding in the court whose judgment (Appx. B & A) is the subject of this petition, for an appeal from U.S. District Court (Appx. C), to appeal two Bankruptcy Court orders (Appx. E & D) in an adversary trial court, for a July 11, 2022 motion with evidence (2-ER-219–390), and additional briefs with evidence filed thereafter (1-ER-204–218, 1-ER-186–195, & 1-ER-101–177), involving a state trial court order and default judgment (2-ER-251–266), were as follows:

1. San Diego County Credit Union ("SDCCU") and their legal counsel, c/o Lisa Yun Pruitt, attorney and J. Barrett Marum, attorney (who in August of 2024 was appointed a Bankruptcy Court Judge), from the Sheppard Mullin law firm, and;

2. North Island Credit Union ("NICU"), a division of California Credit Union ("CCU") after February 2017, and CCU, and their legal counsel, c/o Susan Stevenson and Gerald N. Sims, attorneys from Pyle Sims Duncan & Stevenson, and;

3. Leslie T. Gladstone, Petitioner's Chapter 7 bankruptcy trustee ("trustee"), and her legal counsel, c/o Christin Batt, attorney, from the Financial Law Group.

PROCEEDINGS IN STATE COURTS

SDCCU was the *substituted* plaintiff in a November 1, 2011 state trial court action against unknown DOE defendants for defamation filed by Teresa Halleck ("Halleck"), now known as Teresa Campbell, SDCCU's CEO, in her individual name as the sole plaintiff after; (1) NICU declined to merge into SDCCU *after* inspecting its records, and after; (2) fraud and other wrongdoing by Halleck and SDCCU was alleged online by anonymous posters, and a senior executive at SDCCU (according to his later 2013 complaint, 3-ER-565–584), *who was also the son-in-law to a NICU Board member.*

On August 17, 2012; Halleck terminated Petitioner and other employees aware of SDCCU wrongdoing with confidential separation agreements conditioning *severance pay (a bribe) to not reporting SDCCU wrongdoing to the government* (top of 3-ER-589).

On July 3, 2013, Halleck amended her November 1, 2011 complaint to substitute SDCCU as the sole plaintiff, with a new primary claim of misappropriation (3-ER-489–511) to name as co-defendants, Petitioner, its former employee (after deceiving him into waiving all claims against SDCCU, 3-ER-586–592), and his new employer NICU, after NICU hired Petitioner on October 5, 2012; following his SDCCU layoff. SDCCU's state court action concluded in mid-2018 after extrinsic and other fraud on the court schemes were perpetrated against Petitioner, by attorneys as officers of the court for all three opposing parties, all funded and directed by members of a cartel with a monopoly to engage in tax-exempt banking. The whistleblower complaint against SDCCU, et al, (3-ER-565–584) from a former SDCCU senior executive (who was the son-in-law to a NICU Board member), was then dismissed.

PROCEEDINGS IN FEDERAL COURTS

Petitioner was forced into Chapter 7 bankruptcy on July 9, 2018 (Case No. 18-04093-LT7, Bankr. S.D. CA) to prove in an adversary trial (Case No. 18-90158-LA, Bankr. S.D. CA), pro se, that the only claim in his bankruptcy petition consisting of a nondischargeable default judgment for defamation he had nothing to do with, was secured against him (along with a coerced Mary Carter style settlement agreement) by extrinsic fraud on the court schemes in a state trial court (an exception to the Rooker-Feldman doctrine in the Ninth Circuit) and preserved by a fraud on the court scheme in a state appellate court, all by attorneys as officers of the court for opposing parties, all funded and directed by members of a tax-exempt banking cartel (i.e., credit unions, and their mutual insurer owned by approximately 5,000 credit unions), in conspiracy with each other. In the bankruptcy adversary trial, corrupted state court orders were used to secure summary judgment against Petitioner, which prevented him from presenting all of his evidence, so he attempted as a pro se litigant to have evidence considered on appeals in U.S. District Court and the Ninth Circuit Court, as supplemental evidence, but was denied, with the last denial by the Ninth Circuit on July 7, 2022 (Dkt #52, Case No. 21-55040).

Five days later, on July 11, 2022; Petitioner filed a motion under his bankruptcy adversary trial court case to vacate his nondischargeable default judgment, and for damages, sanctions, and other relief (citing legal authorities allowing it), with the evidence that unlawfully secured summary judgment previously prevented him from presenting (2-ER-219–390) with additional evidence filed thereafter (1-ER-204–218,

1-ER-186–195, and 1-ER-101–177), but was denied by a Bankruptcy Court judge who perpetrated a fraud on his own court, as discussed with evidence later in this Petition.

Petitioner appealed to U.S. District Court (Case No. 3:22-CV-01962) who affirmed, and whose order was affirmed by the Ninth Circuit Court (Case No. 23-55750). However, buried in the U.S. District Court's verbose 18-page ruling was the incredulous conclusion that, evidence proving attorneys as officers of the court for opposing parties conspired in a scheme to defraud state and federal courts (violating Title 18 U.S.C. statutes) about having the home PC of an opposing party (Petitioner) subject to an anti-whistleblower agreement from his former employer (SDCCU), a financial institution seeking to conceal wrongdoing, first accessed (and tampered with) by a non-neutral computer forensic expert with a concealed conflict of interest for that financial institution, so tainted evidence could be used to allege spoliation and secure terminating sanctions against that former employee, to strip him of Constitutional rights to due process and a trial by jury (in three separate trial courts), was evidence that *"...only revealed a disqualifying conflict of interest..." (line 5–6, p. 15, Appx. C) for using tainted evidence,* that did not justify disqualifying everything, much less anything, secured by, or as a result of, it!

Respondent Leslie T. Gladstone was Petitioner's Chapter 7 bankruptcy trustee who had a conflict of interest she refused to recuse herself of, for her former employee, a criminal co-conspirator at NICU. The trustee also refused to make the criminal referral she was required to make pursuant to 28 U.S.C. §586(a)(3)(F), to instead become a party to the criminal conspiracy in federal courts with her legal counsel, and legal counsel for SDCCU and NICU/CCU (from July 9, 2018 to the present).

DIRECTLY RELATED CASES

This Petition, originally stems from a motion filed with evidence in a bankruptcy adversary trial court on July 11, 2022 (2-ER-219–390) with additional evidence (1-ER-204–218, 1-ER-186–195 & 1-ER-101–177) to vacate a nondischargeable default judgment from a 2011 state trial court action, proving it was secured by two extrinsic fraud on the court schemes by attorneys as officers of the court for opposing parties, and for damages, sanctions, and other relief, directly related to the following cases:

- Superior Court of California, County of San Diego - Case No. 37-2011-00100322-CU-DF-CTL from San Diego County Credit Union ("SDCCU") against North Island Financial Credit Union ("NIFCU") now known as North Island Credit Union ("NICU"), its employee Carlton Roark, and DOES 1–10, as co-defendants
- California Court of Appeals, Fourth Appellate District, Division One - Case No. D071960, the state court appeal by Petitioner's CUNA Mutual funded and directed attorneys as officers of the court
- U.S. Bankruptcy Court for the Southern District of California - Case No. 18-04093-CL, for Carlton Roark's pro se Chapter 7 bankruptcy filing
- Superior Court of California, County of San Diego - Case No. 37-2018-00016182-CU-WT-CTL from plaintiff Carlton Roark against North Island Financial Credit Union ("NIFCU"), now known as North Island Credit Union ("NICU"), California Credit Union ("CCU"), Steve O'Connell, as CEO of NICU/CCU, Jeff Stone, as a NICU/CCU Board member, and DOES 1–30

- U.S. Bankruptcy Court for the Southern District of California, adversary trial court - Case No. 18-90158-CL
- U.S. District Court for the Southern District of California - Case No. 3:22-CV-01962-TWR-WVG
- U.S. Court of Appeals for the Ninth Circuit - Case No. 23-55750.

INDIRECTLY RELATED CASES

The cases that preceded Petitioner's motion and later filings with evidence in a bankruptcy adversary trial court on, and after, July 11, 2022 (2-ER-219–390, 1-ER-204–218, 1-ER-186–195, & 1-ER-101–177), that are indirectly related to the Ninth Circuit memorandum and order that are the subject of this Petition, are as follows:

- U.S. District Court, Southern District of California - Case No. 3:19-CV-00344-AJB-MSB, Carlton Roark's appeal of unlawfully secured summary judgment in a Bankruptcy Court adversary trial court
- U.S. District Court, Southern District of California - Case No. 3:19-CV-02117-TWR-WVG, Carlton Roark's appeal to invalidate a settlement secured by fraud on the court in U.S. Bankruptcy Court, by a bankruptcy trustee
- U.S. Court of Appeals for the Ninth Circuit - Case No. 21-55040 to appeal the U.S. District Court's decision in Case No. 3:19-CV-02117-TWR-WVG

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TABLE OF AUTHORITIES

Constitution of the United States

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PETITION FOR WRIT OF CERTIORARI

Petitioner respectfully prays that a writ of certiorari issue to review the Ninth Circuit's unpublished memorandum (Appx. B), and order (Appx. A) below.

OPINIONS BELOW

- Appendix A - Ninth Circuit Order on Petition for Panel and En Banc Rehearing
- Appendix B - Unpublished Ninth Circuit Memorandum on appeal from U.S. District Court
- Appendix C - U.S. District Court order on appeal from U.S. Bankruptcy Court
- Appendix D - U.S. Bankruptcy Court order on Motion for Reconsideration due to "clear court error"
- Appendix E - U.S. Bankruptcy Court order on Motion to Vacate and for Damages, Sanctions, and other Relief for (Extrinsic) Fraud on the Court by Attorneys as Officers of the Court.

JURISDICTION

The Ninth Circuit Court of Appeals decided this case on November 26, 2024 (Appendix B), and denied a timely filed Petition for Panel and En Banc Rehearing, on February 21, 2025 (Appendix A).

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

CONSTITUTIONAL AND STATUTORY PROVISIONS INVOLVED

1. A scheme to deny due process to an opposing party (a U.S. citizen), in both state and federal courts, in violation of:

   Amendment XIV, Section 1 of U. S. Constitution - All persons born or naturalized in the United States and subject to the jurisdiction thereof, are citizens of the United States and of the State wherein they reside. No State shall make or enforce any law which shall abridge the privileges or immunities of citizens of the United States; nor shall any State deprive any person of life, liberty, or property, *without due process of law*; nor deny to any person within its jurisdiction the equal protection of the laws.

2. A scheme to deny a trial by jury to an opposing party (a U.S. citizen), in two state trial courts and a federal trial court (involving this case), in violation of:

   Amendment VII of U. S. Constitution - In Suits at common law, where the value in controversy shall exceed twenty dollars, *the right of trial by jury shall be preserved*, and no fact tried by a jury, shall be otherwise re-examined in any Court of the United States, than according to the rules of the common law.

3. A scheme to:

   engage in a "Conspiracy against rights", in violation of 18 U.S.C. §241.

4. A scheme that:

   "...endeavors to influence, obstruct, or impede, the due administration of justice...", in violation of the second prong of 18 U.S.C. §1503(a).

CHRONOLOGICAL STATEMENT OF THE CASE

(Email evidence cited from the excerpt of record is self-authenticating per Fed. R. Evid, 901 and 902 and was authenticated by a neutral third party, 2-ER-377–380).

On November 1, 2011, a state trial court complaint in the name of Teresa Halleck ("Halleck") only, an individual plaintiff (now known as Teresa Campbell), as the CEO of SDCCU, was filed against unknown DOE defendants for defamation (cited later). The complaint was filed following allegations of wrongdoing by Halleck and SDCCU from anonymous posters online, and a senior executive at SDCCU (cited later), who was also the son-in-law to a member of the Board of Directors at direct rival North Island Credit Union ("NICU"), whose Board had just rejected an offer from SDCCU to merge into SDCCU, after inspecting SDCCU's books, records, and loan files.

SDCCU is not just the largest financial institution based in San Diego (with over $12 billion in assets), it's also the financial institution that processes the payroll for San Diego County government employees, which includes the county's judiciary.

The complaint from Halleck was an attempt to conceal (among other wrongdoing), (1) that SDCCU's banking platform was out of balance with its account at the Federal Reserve, the Central Bank of the United States, for approximately one year, which allowed significant amounts of money to go unaccounted with no electronic money trail (for bribery, money laundering, embezzlement, etc.?) via cash disbursements from ATMs, etc., and; (2) a mortgage fraud scheme anonymous whistleblowers forced SDCCU to return unlawfully charged interest on, and; (3) abusing its exemption to the Community Reinvestment Act, to engage in discriminatory lending practices.

On August 17, 2012; Halleck terminated Petitioner and other employees aware of SDCCU wrongdoing with confidential separation agreements conditioning *severance pay (a bribe) to not reporting its wrongdoing to the government* (top of 3-ER-589).

Halleck's November 1, 2011 complaint was amended July 3, 2013 (3-ER-489–511) with fabricated allegations and evidence (see Dkt #13 and #39, 9th Cir. Ct. Case No. 21-55040), and with SDCCU as the new *substituted* sole plaintiff, after having former employees like Petitioner waive all claims against SDCCU and breaching all of the provisions in its separation agreement (3-ER-586–592), and to add a new fabricated primary claim of misappropriation, redirected against Petitioner, its former employee (because of his internal SDCCU emails expressing concerns of fraud, in violation of CA Labor Code 1102.5, a whistleblower statute) and rival NICU, his new employer, as co-defendants, with a preservation of evidence order (3-ER-612–613).

SDCCU's complaint was lawfare to enforce an anti-whistleblower provision that is legally unenforceable, in its confidential employee separation agreements (top of 3-ER-589) with Petitioner and others, as shown below, to conceal SDCCU wrongdoing:

Case: 23-55750, 11/28/2023, ID: 12829331, DktEntry: 8-4, Page 140 of 266

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Exhibit G
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Employee agrees that he will not engage in the following activities: (1) Raise allegations of wrongdoing against SDCCU with any governmental agency; and/or (2) Incite other persons and/or entities to raise allegations of wrongdoing against SDCCU.

Employee agrees that he will not seek reemployment with SDCCU, and further agrees that he will not seek, run for or accept a volunteer position with SDCCU.

7. Confidentiality/Non-Disparagement. Employee agrees that all matters relative to

Petitioner's defense as a NICU Vice President, was covered under a Management and Professional Liability policy with NICU's insurer, CUNA Mutual (nka Trustage), using attorneys only approved, funded, and directed, by CUNA Mutual.

Petitioner was then instructed by NICU's legal liaison (Angela Brill) to continue complying with its "...destruction of media..." policies (top half of 3-ER-615, and bottom of 3-ER-620) for confidential client data because SDCCU's preservation order (3-ER-612–613) was worded to allow it. Five weeks later on August 16, 2013; Ms. Brill emails Petitioner (copied to two senior NICU executives to indicate their approval), to again remind Petitioner of NICU's "...destruction of media..." policies, phrased as a warning (in bold) to not be "...sharing information from and about NICU's business client files to anyone outside a [credit union] Regulator's request" (top of 3-ER-563).

On October 24, 2013; Scott Norris, a senior executive fired from SDCCU in May of 2013 for extortion (line 20–23, 3-ER-577), who was the son-in-law to NICU Board Member Roger McTighe, files a whistleblower complaint against SDCCU, et al (3-ER-565–584) alleging among other wrongdoing, its Federal Reserve account was out of balance (3-ER-569–571) and reported to the National Credit Union Administration ("NCUA") by a credit union (line 23 of 3-ER-569) that Scott Norris would not name (NICU?). Petitioner worked at SDCCU at the time, and knew this caused significant amounts of untraced money to go unaccounted (via ATM cash withdrawals, etc.) with no electronic money trail for approximately one year (for embezzlement, bribery, money laundering and other unlawful activities?).

On January 27, 2014; Petitioner's attorney emails him to express concern (later

discovered to be feigned) that CUNA Mutual was copying Angela Brill, legal liaison for his co-defendant NICU, on his confidential attorney-client emails (bottom of 2-ER-389). Ms. Brill was also the fiancé to Kit Gardner, an attorney on NICU's board that later authorized attorney fraud on the court schemes in state and federal courts.

Emails dated February 11 and 13, 2014 (2-ER-267–269) to attorneys for Petitioner proving which computer forensic expert CUNA Mutual recommended they use to *first* access and copy his home PC hard drive, when they stated "...reach out to Jim Sevel first. I have used him in the past on cases and have had good results.", proving CUNA Mutual was in a position *to have foreknowledge of his work history and any conflict of interest he may have, more so after conflict checks were performed by CUNA Mutual, and more than half a dozen attorneys for NICU, SDCCU and Petitioner.*

Emails dated March 3, and 4, 2014 (2-ER-270–273) from Petitioner's attorneys to schedule Jim Sevel's access to Petitioner's home PC hard drive (for the first time as also proven by other evidence cited later) and to confirm it will be on March 7, 2014.

Emails dated March 10, 2014 and earlier (2-ER-274–276) confirming that Jim Sevel had accessed and copied Petitioner's home PC hard drive on March 7, 2014.

March 11, 2014 and earlier emails (2-ER-277–287) about Mr. Sevel's payment and Mr. Sevel stating (2-ER-281), Petitioner's hard drive was now "...ready for analysis"

SMOKING GUN April 8, and 9, 2014 emails with attached letters (2-ER-288–297) from Petitioner's attorneys, terminating Mr. Sevel's services after counsel for SDCCU from Sheppard Mullin, revealed (for their plausible deniability in extrinsic and other fraud on the court schemes to follow), that Mr. Sevel concealed his SDCCU conflict of

interest. This was 30 days after Mr. Sevel first accessed (and tampered with) the home PC hard drive of Petitioner and, over 30 days after conflict checks by over half a dozen attorneys for all opposing parties and CUNA Mutual had been performed. *Petitioner's attorneys inform CUNA Mutual the matter was discussed with Petitioner, but omit from the letters that they verbally promised Petitioner they would later raise the issue with the court (that they ultimately never did).*

Emails between April 9 and 16, 2014 (2-ER-298–307) for the return of payment to Mr. Sevel for not disclosing his SDCCU conflict of interest.

THE CRIMINAL CONSPIRACY TO PERPETRATE THE EARLY-TO-MID 2014 AND AUGUST 7, 2015 EXTRINSIC FRAUD ON THE COURT SCHEMES

Emails from April 16 to May 12, 2014 between CUNA Mutual and Petitioner's attorneys, about Dan Libby of Digital Forensics, Inc., the second computer forensics expert selected to analyze Petitioner's home PC hard drive and copies thereof (2-ER-308–327) *after* it was *first* accessed and tampered with, by Jim Sevel. *This was the start of an unconscionable scheme* in early-to-mid 2014 by attorneys as officers of the court for all three opposing parties, funded and directed by credit union interests, to only inform the state trial court of later used, neutral computer forensic experts, but conceal that their analysis of Petitioner's home PC hard drive and copies thereof, was *after it was first accessed* (tampered with) and copied by Mr. Sevel, *to propound the fraud on the court that only neutral computer forensic experts were used,* to use tainted evidence to allege spoliation, to secure (death penalty) terminating sanctions against Petitioner, to strip him of due process, a trial by jury and, numerous other rights.

Emails from July 11 to October 14, 2014 (2-ER-328–338) between CUNA Mutual and the attorneys they funded and directed for Petitioner, about James Vaughn of iDiscovery Solutions, and Daniel Libby, the computer forensic experts subsequently engaged to analyze Petitioner's home PC hard drive and copies thereof, after it was first accessed (tampered with), and copied, by Mr. Sevel.

Emails from October 9, 2014 to August 13, 2015 between CUNA Mutual and the attorneys they funded and directed for Petitioner, about Pixley Forensics Group and Bruce Pixley (2-ER-339–374). Pixley was the fourth and last computer forensic expert used, *and the only one cited in the state trial court's minute order* (2-ER-261–263), following the early-to-mid 2014 extrinsic fraud on the court scheme to conceal, Mr. Sevel's name, his non-neutral status and, use of his tainted/tampered with evidence.

In the foregoing emails (2-ER-339–374) is an additional SMOKING GUN email from Petitioner's attorneys to CUNA Mutual, with an attached March 17, 2015 letter and the corrupted chain of custody with Mr. Sevel (2-ER-349–354), one *year after his conflict of interest was disclosed,* copied to counsel for all opposing parties as follows; Shannon Z. Petersen and Travis Anderson, SDCCU counsel from the Sheppard Mullin law firm, Susan K. Chelsea and Mark H. Nys, NICU counsel from the Klinedinst PC law firm, and Steven J. Cologne, Robert J. Fitzpatrick and Derek W. Paradis, counsel for both CUNA Mutual and Petitioner, from the Higgs, Fletcher & Mack law firm. The foregoing *proves* attorneys as officers of the court for all three opposing parties knew of, Mr. Sevel's involvement, his non-neutral status and, their concealed use of his tainted evidence, because they never objected to the absence of

his name, non-neutral status and the use of his tainted evidence (unbeknownst to the court) in the January 19, 2017 state trial court default judgment with minute order (2-ER-251–266), to have (death penalty) terminating sanctions imposed on Petitioner for alleged spoliation, to strip him of, due process, a trial by jury and, other rights.

August 21, 2014 and earlier email (1-ER-189–190) from Petitioner's attorneys asking that he first send a (tainted) USB drive to them, given to Petitioner by another party at NICU while working at NICU, later cited/used against Petitioner, which is why no chain of custody or proof of where it originated, was ever provided to the court.

On September 5, 2014, Petitioner's attorneys (provided via NICU's insurer, CUNA Mutual), tell Petitioner (confirming instructions from NICU management), that it "...was proper to permanently delete..." files on Petitioner's home PC, and that "You [Petitioner] had mentioned this issue in the past..." to acknowledge their prior, knowledge and, instructions to Petitioner, on this matter (middle 1-ER-193).

SMOKING GUN emails dated October 17 and 16, 2014 (2-ER-375–376) between CUNA Mutual and attorneys they funded and directed for Petitioner, acknowledging (near top of 2-ER-376), that Jim Sevel was the computer forensic expert *who first accessed and copied Petitioner's home PC hard drive on March 7, 2014.*

Pages from Petitioner's December 2, 2014 deposition transcript during the state trial court action, showing Shannon Petersen, SDCCU's attorney from the Sheppard Mullin law firm, *answering the question for Petitioner, he asked of Petitioner,* to have Petitioner agree Mr. Libby was the computer forensic expert who accessed his home PC, before Petitioner could clarify to say it was first Jim Sevel, the non-neutral expert

(1-ER-214–218). Credit union funded and directed attorneys present for all opposing parties (1-ER-217), conspired to not object to this gaslighting tactic to further conceal their use of Mr. Sevel and his tainted evidence, for their scheme to defraud the state trial court. The transcripts for all subsequent depositions were thereafter designated confidential, with approximately a dozen withheld from Petitioner, to conceal other evidence exculpatory to Petitioner, and incriminating to SDCCU, NICU, et al.

June 9, 2015 email (1-ER-191–195) from Petitioner to all seven of his attorneys (all funded and directed by CUNA Mutual), to forward an earlier September 5, 2014 email sent to three of them and CUNA Mutual, to remind them all before an August 7, 2015 state trial court hearing to reconsider a tentative for terminating sanctions, that his home PC hard drive was (first) accessed by a computer forensics expert ("IT guy") who was working for SDCCU (1-ER-192–193) and to remind them they advised him it was "...proper to permanently delete" files on his home PC (middle 1-ER-193).

The August 7, 2015 state trial court hearing transcript (3-ER-641–666) in view of evidence in the record, *proves* this too was an extrinsic fraud on the court scheme, in furtherance of at least two unlawful purposes: (1) to corrupt that court's ability to adjudicate impartially, reconsideration of its tentative for terminating sanctions for alleged spoliation that unbeknownst to that court, was due to deleted files from Mr. Sevel, and deleted files required and authorized by NICU, that Petitioner's attorneys provided through NICU also authorized, that were falsely attributed to spoliation by Petitioner, and (2) to allow NICU to unlawfully evade its legal obligation under California Labor Code §2802 and §2804 to indemnify Petitioner for conduct in the

scope of his NICU employment that was, required, authorized, and directed, by NICU and those acting on NICU's behalf. The foregoing was accomplished when credit union funded and directed attorneys as officers of the court for all opposing parties, criminally conspired in the August 7, 2015 hearing to acquiesce to false statements to the court (line 25 of 3-ER-653 to line 5 of 3-ER-658) by counsel (Susan Chelsea) for NICU, Petitioner's co-defendant employer, to deceive that court into believing that Petitioner could not have deleted files on his home PC in the scope of his employment, by also concealing from, and falsely denying to, that state trial court, that (1) NICU had telecommuting policies (Dkt 8-2, 2nd ¶ from top of SDCCU's SER 73) and (2) that Petitioner was authorized to remotely access files on the NICU network to download them onto his home PC and cell phone (3-ER-593–609) to work from home, and (3) that NICU required him to destroy to comply with its "destruction of media." policies (top half of 3-ER-615, and bottom of 3-ER-620), that (4) Petitioner was reminded to do by NICU's legal liaison (top of 3-ER-563), that (5) Petitioner's attorneys provided through NICU, stated were "...proper to permanently delete." (middle 1-ER-193) after the SDCCU preservation order was issued (3-ER-612–613).

In this August 7, 2015 hearing, only the attorney (Steve Cologne) as an officer of the court representing both CUNA Mutual and Petitioner, was physically present on Petitioner's behalf, while Petitioner's CUMIS counsel (Steve Belilove) was relegated to attendance by phone. As evidenced elsewhere in this Petition, Mr. Cologne knew evidence of deleted files on Petitioner's home PC were due to Mr. Sevel, the non-neutral computer forensic expert and directions from NICU, Petitioner's co-defendant

employer, authorized by attorneys provided to Petitioner through NICU, but falsely attributed to Petitioner. Mr. Cologne also implied Petitioner was the defamer, that two extrinsic fraud on the court schemes he took part in, allowed him to falsely imply, while acknowledging violations of Petitioner's Constitutional rights (lines 4–10 of 3-ER-644). The August 7, 2015 extrinsic fraud on the court was previously appealed up to the Ninth Circuit (Case No. 21-55040) who incredulously ruled this scheme was not an extrinsic fraud on the court scheme, in conflict with rulings by, the Ninth Circuit, other federal circuits and, U.S. Supreme Court, to preserve stripping an opposing party of due process and trial by jury (in two state trial courts and a federal trial court involving this case) to violate Section One of the Fourteenth Amendment, and the Seventh Amendment respectively, to the U.S. Constitution, and despite the fact this scheme was used "...to influence, obstruct, or impede, the due administration of justice...", a criminal violation pursuant to the second prong of 18 U.S.C. §1503(a), and despite the fact this scheme was used in a "conspiracy against rights", a criminal violation pursuant to 18 U.S.C. §241, and despite the fact this was all in furtherance of enforcing the legally unenforceable anti-whistleblower provision in confidential employee separation agreements (including Petitioner's), used by SDCCU to conceal its financial institution offenses (involving the Federal Reserve, and more).

On August 18, 2015; and as a result of the early-to-mid 2014 and August 7, 2015 extrinsic fraud on the court schemes, the state trial court issued a corrupted minute order (2-ER-261–263) that only mentioned neutral computer forensic experts (in five places in 2-ER-262), with no mention of the non-neutral computer forensic expert who

was used to first access and tamper with Petitioner's home PC hard drive, to impose terminating sanctions on Petitioner, subject to a (December 2016) prove-up hearing.

In October of 2016, prior to the upcoming December prove-up hearing, Petitioner's attorneys used unlawfully secured terminating sanctions to coerce him into executing a Mary Carter style settlement agreement with NICU, and its excess coverage insurer, Great American Insurance Company ("GAIC"), to pay SDCCU $9,875,000 for a misappropriation claim (1-ER-151–157) that Petitioner proved with evidence given to his attorneys, was fabricated and false. Petitioner later realized the agreement unlawfully *waived his rights* under CA Labor Code §2802, that are legally unwaivable under CA Labor Code §2804, to have his co-defendant employer NICU, indemnify him for conduct in the scope of his NICU employment that was, required, authorized and, directed by NICU, and by his legal counsel acting on NICU's behalf. Petitioner's attorneys coerced him to do the foregoing with false assurances that they would raise issues of spoliation by others, falsely attributed to him, on appeal. Curiously, the fourth ¶ of 1-ER-151 (of the GAIC agreement) also falsely states SDCCU's complaint was filed November 1, 2015; four years later than it was. GAIC counsel objected to this Mary Carter style settlement agreement (top of 3-ER-669), because they knew it involved waiving Petitioner's unwaivable rights and was an insurance fraud scheme the Ninth Circuit was unconcerned about (as discussed in Petitioner's prior Ninth Circuit Court appeal for this case, on pp. 20-21 of Dkt #13 and in Dkt #39, 9th Cir. Case No. 21-55040 for a different matter), by CUNA Mutual, et al, under 18 U.S.C. §1033(b)(1)(B), to misappropriate remaining coverage under a policy covering both

Petitioner and NICU, to mostly NICU, to pay SDCCU $9,875,000 for a (fabricated) misappropriation claim (as cover to reimburse SDCCU for its lawfare campaign).

After a December 2016 prove-up hearing, a (nondischargeable) default judgment dated January 19, 2017 with a corrupted state trial court minute order (2-ER-251–266), was entered against Petitioner in the amount of $857,713.21 for defamation Petitioner had nothing to do with. Aside from the fraudulent allegations a default judgment from unlawfully secured terminating sanctions allows to go uncontested and imputes as admitted, *to defame and discredit an opposing party, it's important to note the fraudulent use of the word "neutral" in the Notice of Entry of Judgment* (middle of 2-ER-255) *and Minute Order* (five places in 2-ER-262) to describe the computer forensic expert used. *Every use* of the word "neutral" for the computer forensic experts used, was *NOT* a reference to Jim Sevel, but those who subsequently accessed and analyzed Petitioner's home PC hard drive and copies thereof, after it was *first* accessed (tampered with) and copied in March of 2014 by Mr. Sevel, the non-neutral computer forensic expert with a concealed conflict of interest for SDCCU who was seeking to suppress disclosures of its wrongdoing. There is absolutely no mention in the judgment or minute order of Mr. Sevel, or any non-neutral computer forensic expert to conceal his involvement and use of his tainted evidence. That's also why there is only a vague reference to an earlier image of Petitioner's home PC hard drive in March of 2014 (bottom of 2-ER-262); *but not by whom* to conceal the non-neutral status and identity of Mr. Sevel, which served to prejudice subsequent state and federal courts. The only computer forensic expert

cited in the judgment and minute order was Mr. Pixley, the fourth and last one used who analyzed; *(1) tainted evidence from Mr. Sevel, the first non-neutral computer forensic expert, and; (2) evidence of deleted files on the home PC hard drive of Petitioner, authorized by NICU and the attorneys they provided him.*

After Petitioner realized his attorneys lied to him about raising issues with the state trial court for the early-to-mid 2014 and August 7, 2015 extrinsic fraud on the court schemes, he demanded that CUNA Mutual fund a state court appeal. However, Petitioner discovered after reviewing the August 1, 2017 state appellate court opening brief from his attorneys (3-ER-512–562), that the appeal was based on legal grounds other than the only legal grounds available to overturn the state trial court order (i.e., extrinsic fraud on the court schemes) and was an appeal for window-dressing purposes only, so CUNA Mutual could argue they did not violate their duty to defend or engage in abuse of discretion practices (contrary to the evidence concealed from the court).

On March 14, 2018; Petitioner attended the state court appeal hearing hoping his attorneys would be forthcoming with the truth, but was instead shocked to witness his attorney and attorneys as officers of the court for SDCCU, engage in another fraud on the court scheme, further evidenced in a self-authenticating audio file of that hearing from an officer of the court (available to this Court on request, with a brief of the audio time stamps further proving fraud in that state appellate court). In the hearing, Petitioner also discovers, contrary to the state trial court minute order (middle of 2-ER-263), that lesser sanctions were secretly imposed on NICU despite the trial court minute order stating "Sanctions are denied with respect to NIFCU"

(middle of 2-ER-263) because according to that court, NICU did not participate in the deletion of data, *which was false and contrary to the evidence filed by Petitioner in a bankruptcy adversary trial court that was concealed from, and falsely denied to, both the state trial court and the state appellate court.*

The false statements, directed at the state trial court in early-to-mid 2014 and in the August 7, 2015 hearing (representing extrinsic fraud on the court schemes) and, directed at the state appellate court in the March 14, 2018 hearing (representing a fraud on the court scheme); all by attorneys as officers of the court, were not protected by litigation privilege (lines 11–19, 2-ER-227) because pursuant to Cal. Civ. Code §47 (B)(2) statements in furtherance of concealing the destruction of evidence (by, and on behalf of, NICU, SDCCU and, CUNA Mutual) are exempt from litigation privilege.

On April 2, 2018 (following the sham state court appeal by his attorney, funded and directed by CUNA Mutual), Petitioner filed a lawsuit against NICU/CCU, et al (San Diego Superior Court Case No. 37-2018-00016182-CU-WT-CTL) through new counsel citing, fraud on the court schemes in the SDCCU litigation matter, NICU's $1,000,000 bribe in violation of the IRS inurement prohibition, sexual acts between the CEO of NICU and its male and female Board members, and EEOC violations.

On July 9, 2018; Petitioner was forced to file Chapter 7 bankruptcy, pro se (Case No. 18-04093-LA7, Bankr. S.D. CA) to prove in an adversary trial (Case No. 18-90158-LA), that the only claim in his bankruptcy petition, consisting of a non-dischargeable default judgment (2-ER-251–266), was the result of (along with a coerced Mary Carter style settlement agreement, 1-ER-151–157), terminating sanctions that were secured

by two extrinsic fraud on the court schemes in the state trial court, and preserved by a fraud on the court scheme a state appeals court, all by attorneys as officers of the court for opposing parties, in conspiracy with each other, all funded and directed by a tax-exempt banking cartel (to conceal credit union wrongdoing).

However, when attorneys as officers of the court for NICU/CCU, SDCCU, et al, cited the corrupted state trial court order, and nondischargeable default judgment it produced in a bankruptcy adversary trial court, the judge was prejudiced to grant SDCCU summary judgment, which prevented Petitioner from presenting all of his evidence. Unlawfully secured summary judgment allowed the bankruptcy trustee assigned to Petitioner (with a conflict of interest for her former employee, Angela Brill, a co-conspirator at NICU) to draft a settlement with the attorneys as officers of the court for NICU/CCU and SDCCU, to strip Petitioner of his complaint against NICU/CCU, et al, mentioned earlier, that cited fraud in the Halleck/SDCCU state trial court action, and trustee's former employee, Ms. Brill, ten times. *This was the third time Petitioner was denied a trial by jury (twice in two state trial courts and once in a bankruptcy adversary trial court) involving this legal matter, ongoing for over ten years.* The bankruptcy trustee had foreknowledge of this criminal conspiracy, but due to her conflict of interest, chose to not make the criminal referral she was required to make pursuant to 28 U.S.C. §586(a)(3)(F), to instead participate with attorneys as officers of the court for NICU/CCU, SDCCU, and NICU/CCU Board member Kit Gardner for fiancé Angela Brill at NICU (Dkt #75, Case No. 18-04093-LA7, Bankr. S.D. CA), the trustee's former employee, to file pleadings, motions, and other papers

in Bankruptcy Court for improper purposes under FRCP Rule 11(b)(c) and FRBP Rule 9011 (b)(c), in furtherance of concealing use of a corrupted 2011 state trial court order and default judgment. If trustee's conduct meets even the lesser standard for the loss of immunity from sanctions and civil liability for just intentional or gross negligence, per Antoine v. Byers & Anderson, Inc., 508 U.S. 429, 436 (1993) and it does, then it certainly does for taking part in a criminal conspiracy to defraud a U.S. Bankruptcy Court, which allowed her to defraud a state trial court to unlawfully strip Petitioner of his lawsuit against NICU/CCU, et al, and also defraud two federal appellate courts.

Petitioner then attempted to have his evidence, that unlawfully secured summary judgment prevented him from presenting in the bankruptcy adversary trial court, considered on appeal to U.S. District Court and Ninth Circuit Court as supplemental evidence, to prove corrupted lower court rulings were entering into their forthcoming rulings. However, Petitioner was denied, and last denied on July 7, 2022 by the Ninth Circuit (Dkt #52 9th Cir. Case No. 21-55040) after it ruled the August 7, 2015 fraud on the court scheme was not an extrinsic fraud on the court scheme (contrary to the evidence and legal authorities cited), and after attorneys as officers of the court for NICU/CCU, SDCCU and bankruptcy trustee, filed pleadings, motions, and other papers in those federal appellate courts for improper purposes, under FRCP Rule 11(b)(c) and FRBP Rule 9011(b)(c), in furtherance of concealing their use of a corrupted 2011 state trial court order and default judgment in three federal courts.

Five days later on July 11, 2022; because among other cited authorities, "There is no statute of limitations for fraud on the court..." In re Roussos, 541 B.R. at 729

(Bankr. C.D. Cal. 2015), Petitioner filed an FRCP Rule 60(d)(3) motion to vacate, and for damages, sanctions, and other relief in Bankruptcy Court with the evidence that unlawfully secured summary judgment previously prevented him from presenting (2-ER-219–390) with additional evidence filed thereafter (1-ER-204–218, 1-ER-186–195, and 1-ER-101–177) for bankruptcy adversary Case No. 18-90158-LT, Bankr. S.D. CA.

Petitioner then discovered the Bankruptcy Court judge assigned to his case was a former attorney of 21 years with the local Sheppard Mullin law office whose attorneys took part in extrinsic and other fraud on the court schemes in state and federal courts over the last eight years for this case, one that Petitioner witnessed while working at SDCCU, assisting its CEO to cover up wrongdoing in 2010.

Five weeks later, the Bankruptcy Court postpones Petitioner's August 24, 2022 motion hearing to September 14, 2022; and reassigns his case to the Chief Judge of the Bankruptcy Court (presumably due to the earlier judge's conflict of interest).

Per the transcript for the September 14, 2022 bankruptcy adversary trial court hearing (1-ER-133–150), the Chief Judge did not dispute Petitioner's evidence and legal authorities, but on October 12, 2022 issues an order (Appx. E) that instead, was in furtherance of a scheme by Sheppard Mullin counsel for SDCCU, to falsely reframe Petitioner's Rule 60(d)(3) motion as a Rule 60(b) motion. The Chief Judge, on behalf of the prior judge from Sheppard Mullin and, the Sheppard Mullin attorney as an officer of the court for SDCCU, engaged in this scheme to assert legal authorities and a time-bar for defeating a motion seeking relief under Rule 60(b). Petitioner's motion however, never cited or requested relief under, Rule 60(b) because it did not apply.

Petitioner cited FRCP Rule 60(d)(3) and other legal authorities that state (based on the evidence) there is no time-bar to assert a claim for fraud on the court (and in Petitioner's case, for two extrinsic fraud on the court schemes) by attorneys as officers of the court in particular. After Petitioner called attention to the error in the Chief Judge's ruling in a motion for reconsideration filed October 21, 2022 (1-ER-101–177), the Chief Judge, without a hearing, issued a second order on December 9, 2022 (Appx. D) to deny Petitioner's motion for reconsideration *with a false statement of material importance* proving his complicity when he ruled that "...Defendant's earlier motion to vacate sought relief under Rule 60(b) (ECF No. 71)" (3rd ¶ p. 2, Appx. D). The Chief Judge did not cite where in Petitioner's motion to vacate (2-ER-219–390) he sought relief under Rule 60(b), because it was not there, not in the table of authorities or anywhere else, because the Chief Judge lied and perpetrated fraud on his own court!

The Chief Judge's rulings on both orders were also after the NICU/CCU attorney as an officer of the court stated in the September 14, 2022 bankruptcy adversary trial court hearing (1-ER-133–150), that the scheme by attorneys as officers of the court for all three opposing parties to conceal from state and federal courts, their use of tainted evidence from a non-neutral computer forensic expert with a concealed conflict of interest for SDCCU, was "...nothing..." because "...everybody knew...", and "...squared it away." with themselves to assent to it (line 12–13 of 1-ER-146), as if the admission, which was *not* denied by opposing counsel as officers of the court for SDCCU and bankruptcy trustee, absolves them of their role in a criminal conspiracy. Counsel for NICU could have asserted extrinsic and other fraud on the court schemes

at any time to invalidate the $9,875,000 NICU paid SDCCU in a settlement, but did not, *against NICU's own economic interests*, because doing so would have exposed the criminal conspiracy they all took part in, to defraud state and federal courts in this legal matter before July 11, 2022. Attorneys as officers of the court on behalf of SDCCU, et al, pursued this matter against Petitioner for over 10 years to, expire the statute of limitations for financial institution wrongdoing, under 18 U.S.C. §3293 and §1006 and, exhaust Petitioner's resources, aided by three federal courts in California.

The Chief Judge's rulings on both orders were also after the SDCCU attorney as an officer of the court stated in the September 14, 2022 bankruptcy adversary trial court hearing that the legal authorities cited in Petitioner's Rule 60(d)(3) motion to vacate based on his evidence, were an "...exception..." (line 5–19 of 1-ER-144) to those asserted by SDCCU counsel, who then continued to falsely reframe Petitioner's motion as though it was seeking relief under Rule 60(b), which is provably false!

The Chief Judge's rulings on both orders were also after SDCCU counsel filed an opposition brief (see Respondent SDCCU's SER, Dkt 8-3, line 7–8 of SER 204), to Petitioner's motion to vacate (2-ER-219–390), to downplay, thus implicitly admit to, the early-to-mid 2014 extrinsic fraud on the court scheme, to state "...regardless of whether Sevel actually tampered with Petitioner's hard drive or whether there was a conspiracy to conceal Sevel's conflict of interest ...", to then refer to other evidence of deleted files as alleged spoliation, their August 7, 2015 extrinsic fraud on the court scheme prevented the court from knowing was required, directed and, authorized by, NICU, and others on NICU's behalf. The August 7, 2015 extrinsic fraud on the court

scheme in the state trial court, *entailed, as evidenced earlier, deceiving that state trial court into believing* Petitioner could not have deleted NICU files on his home PC in the scope of his NICU employment *by, concealing from and, falsely denying to, that court*: (1) that NICU authorized Petitioner to remotely access its corporate network to download files onto his home PC and cell phone, and delete them per NICU policies, *and,* (2) that NICU had policies for telecommuting, *and,* (3) that NICU had policies for deleting files, *and,* (4) that Petitioner's attorney provided through NICU, his co-defendant employer, authorized him to delete files on his home PC to comply with NICU policies *and,* (5) that the tainted USB drive used against Petitioner was given to him by another party at NICU while working at NICU, which is why no chain of custody or proof for where it originated, was ever provided to the court. The foregoing August 7, 2015 extrinsic fraud on the court scheme was intended to not only corrupt that trial court's ability to impartially adjudicate reconsideration of its tentative for (death penalty) terminating sanctions against Petitioner (as it did), but to also allow NICU to unlawfully evade its legal obligation to indemnify Petitioner as an employee for conduct in the scope of his NICU employment pursuant to CA Labor Code §2802 and §2804, which was also in furtherance of an insurance fraud scheme (as discussed in Petitioner's prior Ninth Circuit appeal for this case, on pp. 20–21 of Dkt #13 and pp. 10–11 of Dkt #39, for 9th Cir. Case No. 21-55040 on a different issue).

On appeal in U.S. District Court, the judge (a former CIA officer according to his published bio), dismissed all of the admissions and non-denials by opposing counsel as officers of the court in the September 14, 2022 bankruptcy adversary hearing that

favored Petitioner's evidence and assertions, and dismissed the Chief Bankruptcy Court Judge's fraud on his own court, to issue a verbose 18-page ruling on August 22, 2023 (Appx. C) that cited everything extrinsic and other fraud on the court schemes by attorneys as officers of the court, allowed them to falsely assert against Petitioner, uncontested. The U.S. District Court also disregarded its ruling was based on the use of tainted evidence from a non-neutral computer forensic expert (concealed from a state trial court and subsequent state and federal courts before July 11, 2022), to instead accept the self-serving assertions of Sheppard Mullin counsel for SDCCU, that no evidence tampering occurred, *when that's exactly what their extrinsic and other fraud on the court schemes in state and federal trial and appellate courts prior to July 11, 2022 was intended to conceal from those courts.* The U.S. District Court also disregarded evidence proving CUNA Mutual and the attorneys as officers of the court for SDCCU, NICU and Petitioner all had foreknowledge of Mr. Sevel's prior work history and conflict of interest (2-ER-268), more so after conflict checks by CUNA Mutual, and over half a dozen attorneys for NICU, SDCCU and Petitioner, before allowing him to first access and tamper with Petitioner's home PC hard drive. The U.S. District Court also disregarded evidence SDCCU counsel had downplayed, to implicitly admit to, their conspiracy to conceal evidence that was tampered with, to state "...regardless of whether Sevel actually tampered with Petitioner's hard drive or whether there was a conspiracy to conceal Sevel's conflict of interest ...", (Respondent SDCCU's SER, Dkt 8-3, line 7–8 of SER 204), to then refer to other evidence of alleged spoliation, the August 7, 2015 extrinsic fraud on the court scheme

prevented the court from knowing was required, directed and, authorized by, NICU, and others on NICU's behalf. The U.S. District Court furthermore disregarded that the attorney as an officer of the court for NICU/CCU admitted attorneys as officers of the court for all three opposing parties conspired to defraud state and federal courts about their use of tainted and tampered with evidence, when in the September 14, 2022 bankruptcy adversary trial court hearing he stated (1-ER-133–150), that it was "...nothing..." because "...everybody knew...", and had "...squared it away." with themselves to assent to it (line 12–13 of 1-ER-146), which was *not* denied by opposing counsel as officers of the court for SDCCU and the bankruptcy trustee, as if their admissions and non-denials absolve them all of their role in a criminal conspiracy.

The U.S. District Court's decision can be distilled to one singular statement buried in its verbose 18-page ruling, when it ruled that Petitioner's evidence of a criminal conspiracy (pursuant to 18 U.S.C. §241), by attorneys as officers of the court to defraud state and federal courts over eight years (pursuant to the second prong of 18 U.S.C. §1503(a)), to conceal using tainted evidence in a state trial court action to secure terminating sanctions against Petitioner to strip him of due process, a trial by jury, and other rights (in three separate trial courts), was evidence that "...only revealed a disqualifying conflict of interest after obtaining the March Image of Roark's personal hard drive." (line 5–6, p. 15 of Appx. C) that did not justify disqualifying everything secured by that "...disqualifying conflict of interest...". The fact that the non-neutral computer forensic expert's disqualifying conflict of interest was only disclosed *after* he was allowed to first access and tamper with Petitioner's home PC hard drive

(setting aside the circumstances, leading up to, involving, and following, this scheme), *is the entire point!* If his disqualifying conflict of interest (*evidence proves there was foreknowledge of*) had been disclosed *before* he was given first access to Petitioner's home PC hard drive, *to prevent tampering with it*, there would not be an issue, but that was NOT the case! The U.S. District Court also disregarded that the foregoing was concealed from the state trial court per its own minute order (2-ER-261–263), a fraud that entered into the rulings of subsequent state and federal courts. Not only did those attorneys as officers of the court for all opposing parties not disclose their use of tainted evidence from a non-neutral computer forensic expert, they embarked on an unconscionable scheme to propound the fraud on those courts that only neutral computer forensic experts were used. The tampering of Petitioner's home PC hard drive was evidenced by the wholesale file deletion activity on it he could not explain, that his CUNA Mutual funded and directed attorneys as officers of the court had attributed in the opening brief of their sham state court appeal (3-ER-512–562), to everything except the wholesale deletion of files by Mr. Sevel, and files Petitioner's co-defendant employer NICU required and authorized him to delete, that Petitioner's attorneys provided by NICU, said were "...proper to permanently delete...", as the evidence cited elsewhere in this Petition proves.

On August 30, 2024, the Ninth Circuit then appointed attorney Barrett Marum from Sheppard Mullin, the officer of the court for SDCCU who previously perpetrated extrinsic and other fraud on the court schemes in three prior federal courts for this case (see 9th Cir. Ct. Case No. 21-55040), to be a Bankruptcy Court judge!

On November 26, 2024; after Petitioner's Ninth Circuit Court Opening Brief and Reply Brief (Dkt #3 and Dkt #13 respectively, 9th Cir. Ct., Case No. 23-55750) cited evidence disproving every point in the U.S. District Court ruling (Appx. C), the Ninth Circuit affirmed the U.S. District Court ruling (Appx. B) anyway, so Petitioner filed a Petition for Panel and En Banc Rehearing (last amended as Dkt #23).

On February 21, 2025, the Ninth Circuit then denied Petitioner's Petition for Panel and En Banc Rehearing (Appx. A).

CUNA Mutual, now known as Trustage, formerly known as Credit Union Mutual Insurance Society or CUMIS, is an insurer owned by a tax-exempt banking cartel of approximately 5,000 credit unions with over two trillion in assets amassed from its monopoly to engage in tax-exempt banking, who was the intermediary orchestrating this criminal conspiracy on their behalf to conceal credit union industry wrongdoing.

It's no coincidence CUNA Mutual was the intermediary in this criminal conspiracy who engaged in conflict of interest and abuse of discretion practices to fund and direct having attorneys as officers of the court for three opposing parties, take part in a scheme to defraud state and federal trial and appellate courts over more than eight years. That's because CUNA Mutual was also the insurer whose history of conflict of interest and abuse of discretion practices led to the landmark case for CUMIS rights (San Diego Fed. Credit Union v. Cumis Ins. Soc'y 162 Cal. App. 3d 358 (1984)).

REASONS FOR GRANTING THE PETITION

When attorneys as officers of the court for opposing parties in a state trial court action conspired to only inform that court (and subsequent state and federal courts over eight years), that only neutral computer forensic experts were used to access and image the home PC hard drive of a former employee and co-defendant, but conceal it was first accessed (tampered with), and copied, by a non-neutral computer forensic expert with a concealed conflict of interest for a large financial institution as plaintiff, seeking to conceal, among other wrongdoing, funds that went unaccounted with no electronic money trail, after unsyncing its banking platform from its Federal Reserve account for approximately one year (for bribery, embezzlement, money laundering?), to propound the fraud on state and federal courts over eight years, that only neutral computer forensic experts were used, to allege spoliation and to secure and preserve (death penalty) terminating sanctions (and all that it enabled) against that former employee and co-defendant, to strip him of due process and a trial by jury—did those attorneys as officers of the court:

(a) criminally conspire to perpetrate "Extrinsic fraud [that] is conduct which prevents a party from presenting his claim in court" *Kougasian v. TMSL, Inc.* 359 F.3d 1136, 1140-1141, 1164, (9th Cir. 2004)? **Yes!**

(b) criminally conspire in conduct that "...prevents a party from having an opportunity to present his claim or defense in court . . . or deprives a party of his right to a day in court." *Green v. Ancora-Citronelle Corp.*, 577 F.2d 1380, 1384, (9th Cir. 1978)? **Yes!**

(c) criminally conspire in "an unconscionable plan or scheme which is designed to improperly influence the court in its decision", which is defined as fraud on the court, *Abatti v. Commissioner*, 859 F.2d 115, 118 (9th Cir. 1988) (internal quotation omitted)? **Yes!**

(d) criminally conspire in a "deliberately planned scheme to present fraudulent evidence [which] constitutes fraud upon the court" *Haeger v. Goodyear Tire & Rubber Co.*, 793 F.3d 1122, 1133 (9th Cir. 2015)? **Yes!**

(e) criminally conspire in "Actions constituting a fraud upon the court or actions that cause 'the very temple of justice [to be] defiled' [...] sufficient to support a bad faith finding", *Haeger v. Goodyear Tire & Rubber Co.*, 793 F.3d 1122, 1133 (9th Cir. 2015), citing *Chambers v. Nasco, Inc.*, 501 U.S. 32 (1991)? **Yes!**

(f) criminally conspire to perpetrate ""fraud upon the court [which] includes both attempts to subvert the integrity of the court and fraud by an officer of the court."" *Pumphrey v. K.W. Thompson Tool Co.*, 62 F.3d 1128, 1131 (9th Cir. 1995), which includes failure to disclose evidence during discovery? **Yes!**

(g) criminally conspire in conduct "... which does, or attempts to, defile the court itself, or is a fraud perpetrated by officers of the court so that the judicial machinery can not perform in the usual manner its impartial task of adjudging cases that are presented for adjudication.", defined as fraud on the court, *Kenner v. C.I.R.*, 387 F.3d 689 (1968), in which that court further stated, "a decision produced by fraud upon the court is not, in essence, a decision at all and never becomes final."? **Yes!**

(h) criminally conspire in conduct "...where the court or a member is corrupted or influenced or influence is attempted..." *Bulloch v. United States*, 763 F.2d 1115, 1121 (10th Cir. 1985)? **Yes!**

(i) criminally conspire to "...act dishonestly or fraudulently [with the court] [...][which represents] [...] fraud upon the court.", *Kupferman v. Consolidated Research & Manufacturing Corp,* 459 F.2d 1072 (2d Cir. 1972)? **Yes!**

(j) criminally conspire in "...fraud which seriously affects the integrity of the normal process of adjudication.", *Herring v. U.S.* 424 F.3d 384 No. 04-4270 (3d Cir. 2005), citing *Gleason v. Jandrucko*, 860 F.2d 556, 559 (2d Cir. 1988)? **Yes!**

(k) criminally conspire in conduct meeting the five elements for fraud on the court per the Sixth Circuit in *Demjanjuk v. Petrovsky*, 10 F.3d 338, 348 (6th Cir.1993), cited in *Herring v. U.S.* 424 F.3d 384 No. 04-4270 (3d Cir. 2005) as such: "1. On the part of an officer of the court; 2. That is directed to the `judicial machinery' itself; 3. That is intentionally false, willfully blind to the truth, or is in reckless disregard for the truth; 4. That is a positive averment or is concealment when one is under a duty to disclose; 5. That deceives the court."? **Yes!**

(l) criminally conspire in conduct for which federal courts are permitted to "order dismissal or default where a litigant has stooped to the level of fraud on the court." *In Aoude v. Mobil Oil Corp.*, 892 F.2d 1115, 1119 (1st Cir. 1989), in which the court also stated (citing *Hazel-Atlas Glass Co. v. Hartford-Empire Co.*, 322 U.S. 238, 246, 64 S. Ct. 997, 1001, 88 L. Ed. 1250 (1944)) "All in all, we find it surpassingly difficult to conceive of a more appropriate use of a court's inherent

power than to protect the sanctity of the judicial process - to combat those who would dare to practice unmitigated fraud upon the court itself. To deny the existence of such power would, we think, foster the very impotency against which the Hazel-Atlas Court specifically warned"? **Yes!**

(m) criminally conspire to perpetrate an "...unconscionable scheme calculated to interfere with the judicial system's ability impartially to adjudicate a matter...". *In Aoude v. Mobil Oil Corp.,* 892 F.2d 1115, 1119, 1st Cir. 1989? **Yes!**

(n) criminally conspire in conduct in which "the law favors discovery and correction of corruption of the judicial process even more than it requires an end to lawsuits". *Lockwood v. Bowles,* 46 F.R.D. 625, 634 (D.D.C. 1969)? **Yes!**

(o) criminally conspire in conduct in which the highest federal court in the state of California has a lesser standard for fraud on the court, *Levander v. Prober (In re Levander),* 180 F.3d 1114, 1120 (9th Cir. 1999)? **Yes!**

(p) criminally conspire in "... conduct, if dishonest, [that] would constitute fraud on the court.", *H.K. Porter Co. v. Goodyear Tire & Rubber Co.,* 536 F.2d 1115, 1119 (6th Cir. 1976)? **Yes!**

(q) criminally conspire in a conspiracy against rights the rights of another, in violation of 18 U.S.C. §241? **Yes!**

(r) criminally conspire "...to influence, obstruct, or impede, the due administration of justice...", in violation of the second prong of 18 U.S.C. §1503(a)? **Yes!**

(s) criminally conspire to violate the Seventh Amendment and Section One of the Fourteenth Amendment to the U.S. Constitution, to strip a former employee of

their rights to a trial by jury and due process (in three separate trial court cases, involving this legal matter)? **Yes!**

(t) criminally conspire in conduct in which "Fraud destroys the validity of every thing into which it enters. It affects fatally even the most solemn judgments and decrees.", *Nudd v. Burrows, 91 U.S.* 426, 440 (1875)? **Yes!**

(u) criminally conspire in conduct in which "[F]raud, which vitiates every thing.", *Boyce's Executors v. Grundy*, 28 U.S. 210, 220 (1830)? **Yes!**

(v) criminally conspire in conduct in which "Fraud vitiates the most solemn contracts, documents and even judgments," *United States v. Throckmorton*, 98 U.S. 61, 64 (1878)? **Yes!**

(w) criminally conspire in conduct in which "No fraud is more odious than an attempt to subvert the administration of justice.", *Hazel-Atlas Co. v. Hartford Co.* 322 U.S. 238, 250 (1944), in which "...the trail of fraud [as in this case, continued from state courts into Bankruptcy Court and] continued without break through the District Court and up to the Circuit Court of Appeals [for a prior appeal, Case. No. 21-55040 before the Ninth Circuit Court]." Id.? **Yes!**

(x) criminally conspire in conduct that violates the principle that "justice must [also] satisfy the appearance of justice", *Levine v. United States*, 362 U.S. 610, 80 S.Ct. 1038 (1960), citing *Offutt v. United States*, 348 U.S. 11, 14, 75 S. Ct. 11, 13 (1954)? **Yes!**

(y) engage in conduct in violation of 18 U.S.C. §§ 1961 to 1968 (RICO Act)? **Yes!**

The Ninth Circuit Court ruling also contradicts these federal legal authorities.

(z) An attorney, as an officer of the court, has a duty of honesty towards the court, *In re Tri-Cran, Inc.*, 98 B.R. 609, 616 (Bankr. D. Mass. 1989).

(aa) "There is no statute of limitations for fraud on the court", *In re Roussos*, 541 B.R. at 729 (Bankr. C.D. Cal. 2015).

(bb) "... When an attorney misrepresents or omits material facts to the court, or acts on a client's perjury or distortion of evidence, his conduct may constitute a fraud on the court." *Trehan v. Von Tarkanyi*, 63 B.R. 1001, 1006 (S.D.N.Y., 1986).

Incredulously, the Ninth Circuit has ruled (Appx. B and A), by affirming the U.S. District Court ruling (Appx. C), that it is permissible for attorneys as officers of the court for opposing parties to conspire in a scheme to *falsely assert* (in state and federal trial and appellate courts over eight years, for unlawful purposes), that the evidence they used in a state trial court action to allege spoliation, to secure terminating sanctions against another (subject to an anti-whistleblower agreement) was from neutral computer forensic experts and not tainted, *which were both false!*

Incredulously, the Ninth Circuit has ruled that deceiving state and federal courts over eight years about their use of tainted evidence from a non-neutral computer forensic expert with a conflict of interest for the opposing party, a financial institution seeking to suppress evidence of its crimes, was evidence that "...only revealed a disqualifying conflict of interest..." (line 5–6, p. 15, Appx. C) for the use of that tainted evidence that did not justify disqualifying, everything, much less, anything that was secured by it;

1. despite the fact that this fraudulent scheme was in conflict with rulings by, the Ninth Circuit itself, other federal circuits and, the U.S. Supreme Court, and;
2. despite the fact that this fraudulent scheme was used to strip an opposing party of due process and a trial by jury in two state trial courts and a federal trial court involving this case, to violate Section One of the Fourteenth Amendment, and the Seventh Amendment respectively, to the U.S. Constitution and;
3. despite the fact that this fraudulent scheme was used "...to influence, obstruct, or impede, the due administration of justice...", which is a criminal violation pursuant to the second prong of 18 U.S.C. §1503(a), and;
4. despite the fact that this fraudulent scheme was used in a "conspiracy against rights", which is a criminal violation pursuant to 18 U.S.C. §241, and;
5. despite the fact that this fraudulent scheme was in furtherance of enforcing the legally unenforceable anti-whistleblower provision in the confidential employee separation agreements used by SDCCU (for Petitioner and others), to conceal its financial institution offenses, that included, but was not limited to, unsyncing its banking platform from its account with the Federal Reserve for approximately one year, which allowed a significant amount of money to go unaccounted (via cash disbursements from ATM's, etc.), with no electronic money trail (for, bribery, money laundering, embezzlement and, other unlawful activities?).

Incredulously, the Ninth Circuit has ruled (p. 2, Appx. B) the scheme by officers of the court, to conceal from state and federal courts, evidence obtained from a non-neutral computer forensic expert with a "...disqualifying conflict of interest..." (line

5–6, p. 15, Appx. C) to improperly influence the court in its decision to impose terminating sanctions, was not "an unconscionable plan or scheme . . . designed to improperly influence the court in its decision.", citing *Pizzuto v. Ramirez*, 783 F.3d 1171, 1180 (9th Cir. 2015) (internal quotation marks omitted) (explaining the "high burden" for proving fraud on the court); *see also United States v. Sierra Pac. Indus., Inc.*, 862 F.3d 1157, 1166-67 (9th Cir. 2017) (standard of review).

If the quantity and quality of Petitioner's evidence summarized below, does not meet the "high burden" for proving (extrinsic) fraud on the court schemes by attorneys as officers of the court for opposing parties in conspiracy with each other, that the Ninth Circuit asserts was not met, then nothing can meet that "high burden":

a) evidence in the form of authenticated emails and attachments that were concealed from state and federal courts, and;

b) evidence in the form of supporting source documents that were concealed from state and federal courts, and;

c) evidence in the form of a court reporter's transcript for an August 7, 2015 state trial court hearing, and;

d) evidence in the form of admissions and non-denials by officers of the court for those opposing parties, memorialized in a court reporter's transcript for a September 14, 2022 bankruptcy adversary trial court hearing, and;

e) evidence in the form of materially false statements in state and federal court orders (when compared to evidence that was concealed from those courts).

The Ninth Circuit also ruled that Petitioner failed to establish any basis for relief. *See Turner v. Burlington N. Santa Fe R.R. Co.*, 338 F.3d 1058, 1063 (9th Cir. 2003), for a standard of review applicable to a Rule 59(e) motion. However, Petitioner's July 11, 2022 bankruptcy adversary trial court motion did not seek relief under Rule 59(e) as previously discussed and evidenced. The Ninth Circuit then subsequently denied Petitioner's Petition for Panel and En Banc Rehearing (Appx. A).

Based on all of the foregoing:

1. the July 11, 2022 motion (2-ER-219–390), and additional briefs with evidence filed thereafter (1-ER-204–218, 1-ER-186–195, & 1-ER-101–177), that is the subject of this Petition on appeal from the Ninth Circuit (Appx. B & A), on appeal from a U.S. District Court (Appx. C), should be granted in full, and;
2. the tax-exempt status for San Diego County Credit Union, North Island Credit Union, a division of, and, California Credit Union, and CUNA Mutual (nka Trustage), should all be revoked (retroactive to 2014) for funding, directing, allowing, and authorizing, attorneys as officers of the court for opposing parties in conspiracy with each other, and on their behalf, to at a minimum, take part in a criminal conspiracy to corrupt the judicial process and the judiciary in state and federal courts and violate, two amendments under the U.S. Constitution, at least two criminal statutes pursuant to Title 18 U.S.C., and other offenses under the Racketeer Influenced and Corrupt Organizations Act ("RICO"), over an eight year period to conceal, among other financial institution wrongdoing, that a large

member of a tax-exempt banking cartel used software to unsync its banking platform from its account with the Federal Reserve, which allowed a significant amount of money to go unaccounted for approximately one year (from ATM cash disbursements, etc.) with no electronic money trail (for, money laundering, embezzlement, bribery and, other unlawful activities?).

CONCLUSION

For all of the foregoing reasons, this Petition for Writ of Certiorari should be granted.

Respectfully submitted,

March 21, 2025
Date Executed

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