

SC-25-7180
CA SC S292065

**In The
Supreme Court of the United States**

Edward L Clark Jr.
Petitioner, Respondent

v.

Deborah L Clark
Respondent, Petitioner

On Petition for a Writ of Certiorari From The
Court of Appeals of California
Fourth Appellate District

Motion to File SUPPLEMENTAL BRIEF #1
In Support OF WRIT OF CERTIORARI
Docketed For Conference 5/21/2026

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Date: May 6, 2026

Self Represented

**TO THE HONORABLE SUPREME COURT CHIEF JUSTICE OF THE
UNITED STATES; THE HONORABLE . JOHN G. ROBERTS AND ALL
UNITED STATES SUPREME COURT JUSTICES.;**

**Supplemental Brief #1
Scheduled for Conference 5/21/2026**

Petitioner respectfully files the instant supplemental motion #1 with new intervening matters, not available at the time of filing, in support of his writ of certiorari currently docketed for 5/21/2026 conference panel.

The instant new evidence in Supplemental brief #1 will shed light on why State Court Attorneys and State Court Judges are so comfortable openly breaking Federal Laws, abusing our court system, obstructing justice, extorting money from unknowing litigants, using the power and authority of Superior Court as a shield to commit Federal crimes.

Hopefully hi-lighting the significance and need of our United .States Supreme Court to protect all of our rights to a fair trial, free from bias and prejudice from rogue state court judges and attorneys

Please find attached email [**attached as appendices #1**] received from opposing counsel Richard Brover on April 30, 2026 highlighting their confidence THE U.S. Supreme Court will not intervene on a case even without subject matter jurisdiction. Leaving door open to use our judicial system to commit federal crimes free of accountability and or prosecution.

Page 1, prg 4, last sentence. **“DO YOU REALLY THINK THE SUPREME COURT JUSTICES WILL GRANT YOUR WRIT OF CERTIORARI?”**

Please see my attached response, highlighting the fact, neither the state court judges or the state court attorneys has any defense to their attempts to Extort money using the power and authority of Superior Court as a Shield. And refusing my offer to explain or offer any authority family court had at anytime Subject Matter jurisdiction over private settlement contracts not consistent with CCP 664.6. Thus, heavily supporting my humble request to the U.S. Supreme Court to Support the instant Writ of Certiorari.

LEADING DOCUMENT OF CASE
7/12/2021 JOINT STIPULATION

At Issue, in this entire matter is the state family court refusal to accept the LEAD Document in this case that governs or should govern the outcome of the instant Writ of Certiorari. [**Attached as appendices #2 to Petitioner response letter**], is a private settlement Contract titled JOINT STIPULATION to settle.

This private settlement contract, executed by both parties, was witnessed by Superior Court Judge, the Hon Gregory Lewis, initialed and filed in Superior Court, confirms the validity of the 3/21/2016 Private Debt Settlement and Confirms that the filing of a 4/17/2018 RFO to appear in family court was a breach of the 3/21/2016 contract.

The question is why would a family court judge refuse to merge into the court record 6-times, with 6-different noticed motions, collectively from both parties litigants, and allow two parties to settle a case? How does a family law judge make a judicial admission she understands both parties request to settle, only to deny

motions and 3-years later validate the filing of a VOID abstract of judgment for the sole purpose to extort money?.

What is significant, the family court as well as the Fourth Appellate District court argues the 7/12/2021 Joint Stipulations is not valid because it was executed in civil court. Arguing CCP 664.6 doesn't apply to Orange County Family Court. Ironically, CCP 664.6 directly contradicts their statement dictating it is family court without subject matter jurisdiction over private settlement contracts and the court of proper jurisdiction is "Civil Court". The reason for the argument is because the stipulation, stipulates and documents both parties agreement, the entire lower family court matter was in Breach of Contract. Thus proving Petitioner case

That is the Issue in the underlying Writ of Certiorari. , Pursuant to CCP 664.6, Family court does not have, nor ever had subject matter jurisdiction over private settlement contracts that the court refused to merge into the record pursuant to CCP 664.6..

Here, just to emphasize, the 7/12/2021 private stipulation, the parties litigants together made 6-attempts to merge the 7/12/2021 private joint stipulation into family court with noticed motions, including a joint request for the court to take judicial notice, of 7/12/2021 joint stipulation. The court denied all request, resulting in the Private JOINT Stipulation, not merged survives as a Private settlement contract that is governed by CCP 664.6. A summons for Breach of Contract in Civil Court is mandated to challenge or enforce.

It is irrelevant who witnessed the execution of the joint stipulation if there is a conflict between Family and Civil court division. The family courts argue a civil court Superior Court judge in civil court in-validates the stipulation for family court.

What is relevant, is when both parties ask the family court to merge settlement documents (joint stipulation) executed by both parties litigants into the record and the court denies, the joint stipulation survives as a private settlement contract to be litigated in civil court, regardless of who witnessed its execution.

The contract could have been on a napkin or made orally. Once both parties inform the court the contract is valid. The contract is valid.. Family court loses jurisdiction when it refuses to merge a valid contract requested by both parties into the record.. That is the issue the family court is fighting, with complete disregard for the California code of evidence CCP 664.6. When the signed stipulation in fact the proper jurisdiction is CIVIL court pursuant to CCP 664.6

Please take judicial notice, from 7/12/2021 to present a summons/complaint pursuant to CCP 664.6 regarding any breach of joint stipulation has never been served, nor has a summons complaint been served on the 3/21/2016 Debt Settlement Contract in civil court mandated by CCP 664.6. Both Leading Documents #1 is joint stipulation and #2 3/21/2016 private settlement contract.

ORDER OF PRECEDENCE

The order of precedence clause which establishes the hierarchy to resolve conflicts between documents, Typically the main contract or **latest written modification (such as a joint stipulation)** takes priority over attachments, specs or older documents.

The latest document that governs this case, is a 7/12/2021 joint stipulation executed under oath, witnessed and initialed by a civil court superior court judge in a court of proper jurisdiction.

THEREFORE, the terms in the 7/12/2021 joint stipulation confirms the 3/21/2016 private debt settlement contract is valid, and enforceable. The 3/21/2016 debt settlement agreement attached as [**appendices #3**] specifically bars subject matter jurisdiction in family court. Confirming family court never had jurisdiction.

Consequently, all documents prior to 7/12/2021, with the exception of 3/21/2016 private debt settlement private contract, because it is referenced, **including all orders issued 4/17/2018 and thereafter are moot, VOID on their face issued without subject matter jurisdiction.**

The terms contained therein cannot be arbitrarily ignored or changed by the family court without subject matter jurisdiction, without a party serving summons for breach of contract

The filing by the court of an abstract of judgement **not obtained from a valid summons/complaint** is BOTH VOID ON ITS FACE because its filed without subject matter jurisdiction and VOIDABLE because it was filed in Breach

of 7/12/2021 joint stipulation and 3/21/2016 PRIVATE DEBT SETTLEMENT AGREEMENT.

Consequently, the terms of the private settlement contracts both speaks for themselves rendering the abstract of judgement void on its face or at the very least voidable.

The only question then becomes if the Family court was absent at all times subject matter jurisdiction. Petitioner affirms and respectfully ask the court to grant Writ of Certiorari.

ARGUMENT

- In California, a stipulated marital settlement agreement (MSA) that excludes support, alimony, and child custody is treated as a private contract governed by contract law principles (Civ. Code, § 1635). Before court approval, it is a contract; once submitted to the court, it becomes a binding judgment and is enforceable via Code of Civil Procedure § 664.6
- **Voluntary Dismissal and Loss of Jurisdiction:** Under California law, a voluntary dismissal of a family law case terminates the court's jurisdiction over the matter unless the parties specifically request that the court retain jurisdiction to enforce a settlement, pursuant to **Code of Civil Procedure § 664.6**.
- **Federal Courts (FRAP 28(j)):** Allows for a letter (usually limited to 350 words) to inform the court of "pertinent and significant" authorities that came to light after the initial brief or oral argument.
- **Significant Development:** New facts have emerged that are critical to the court's decision.
- **Interest of Justice:** The new information ensures the court has a complete and accurate picture of why tenured Superior Court Judges could find themselves intentionally and willfully breaching their oath of office denying a party due process under the law, to cover up judicial misconduct
- Federal Rule of Civil Procedure 15(d) allows parties to file supplemental pleadings, which set forth transactions, occurrences, or events that happened *after* the date of the original pleading. Unlike amended pleadings,

these addenda are filed via motion and court permission, often allowed even if the original pleading was defective

- **FRCP 15(d):** Governs supplemental pleadings (events occurring after the initial filing)
- **Purpose:** Allows for updating pleadings with new, post-filing facts or events.

STATEMENT OF FACTS

- A. 7/12/2021 Joint Stipulation [attached to **Appendices #2**] is Leading DOCUMENT
- B. 3/21/2016 PRIVATE DEBT SETTLEMENT AGREEMENT [Appendices #3] is the second leading document,

Parol evidence is any extrinsic evidence—oral agreements, emails, or written notes—made outside a finalized, written contract. The Parol Evidence Rule generally prohibits using this outside evidence to contradict, vary, or add to the terms of a contract that is intended to be a final and complete expression of the parties' agreement.

- *"Four Corners" Rule: Courts often look only within the "four corners" of the document to determine the parties' intent, assuming the written document is the final word.*
- *Merger Clause Many contracts include a "merger" or "integration" clause stating that the written document represents the entire agreement, explicitly triggering the parol evidence rule.*

CONCLUSION

The \$612, 513.59 question is how does a Superior Court Family Law Judge and the Fourth Appellate district justify their actions?

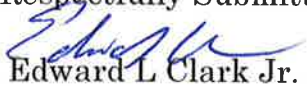
PRAYER

1. Petitioner respectfully ask this US Supreme court INSURE DUE PROCESS UNDER THE FOURTEENTH AMENDMENT TO THE CONSTITUTION. ORDER an EMERGENCY stay of enforcement of VOID Abstract of Judgment pending review of the instant writ of certiorari or in the alternative issue GVR order remanding this case litigating private settlement contracts, not merged, pursuant to CCP 664.6 in family court back to the civil court Breach of Contract case # 30-2025-01530857-CU-CO-CJC in Orange county Superior Court filed by Petitioner, removing it from family court for lack of subject matter jurisdiction over private settlement contracts.

2. A GVR order remanding to civil court and vacating all void orders including pre-filing order. puts this nightmare to rest in family court and allows due process in a court of proper subject matter jurisdiction pursuant to CCP 664.6 to litigate private settlement contracts in Civil Court

3. Issue an order to the Orange County Judiciary to insure a trial in civil court with a judge free from prejudice and bias.

4. And hopefully In front of a judge free from prejudice and bias in civil court.

Respectfully Submitted,

Edward L. Clark Jr.
Prose litigant