

No. 25-7180

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

EDWARD L. CLARK, JR.,

Petitioner,

v.

DEBORAH L. CLARK,

Respondent.

**On Petition for a Writ of Certiorari
to the Court of Appeals of California,
Fourth Appellate District, Division Three**

SUPPLEMENTAL BRIEF OF PETITIONER

Edward L. Clark, Jr.
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August 17, 2026

SUPREME COURT PRESS

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BOSTON, MASSACHUSETTS

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OVERVIEW OF NEW INTERVENING MATTERS

Petitioner respectfully files this Supplemental Brief in support of writ of certiorari, with new disturbing intervening events recently discovered in two transcribed videotaped depositions June 29, 2026 and July 7, 2026. Both depositions confirm and reveal the instant sham showing how a court fabricates subject matter jurisdiction to cover up judicial misconduct in violation of Federal Law by attempting to extort Petitioner into a settlement using a pre-filing order to prevent a party from defending themselves.

Herein is an offer of proof where a Superior Court Family Law Judge utilizes a case no longer at issue and with expired statute of limitation, and sends an ex-parte communication to advocate and solicit a parties litigant to support filing an abstract of judgment and a prefiling order TOGETHER against Petitioner (Respondent in family court).

Utilizing family law case 05D000275 with expired statute of limitation from a 7/12/2021 private settlement contract. The pre-filing order designed and utilized to prevent Petitioner from defending himself while shielding judicial misconduct from Judicial Officers being exposed.

The abstract of judgement was filed on November 7, 2025, 3-months past expiration of the 4-year statute of limitation for 7/12/2021 private settlement contract that expired 7/12/2025 that was NOT MERGED creating a second judgment on case 05D000275 (violation of one judgment rule) no longer at issue.

The new intervening depositions disclose a Superior Court Judge:

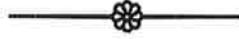
1. Brokered (introduced) current counsel to Family court petitioner thru *ex-parte* communications to advocate, solicit and file abstract of judgment with expired statute of limitation for written 7/12/2021 private settlement contract
2. Brokered filing a void abstract of judgment without subject matter jurisdiction over private settlement contracts not merged pursuant to CCP 664.6, without reserving jurisdiction in original 8/31/2006 dissolution judgment, with expired 10-year statute of limitation to renew a money judgment with expired statute of limitation for both a 3/21/2016 private debt settlement agreement, with expired 4-year statute of limitation for and 7/12/2021 written private contract, and filed without ever serving a summons/complaint in any court.
3. Was created using family law case # 05D000-275 not at issue since 3/21/2016, to circumvent civil court and civil court rule, without serving a summons/complaint in civil court pursuant to CCP 664.6.

While absent all jurisdiction, the new content herein confirms how a Superior Court Family Law Judge attempts to fabricate subject matter jurisdiction to cover up judicial misconduct by using a pre-filing order as a judicial shield to break federal law, obstruct justice and deny due process believing she had cover (a judicial shield) to advocate and solicit a family court Petitioner (Civil Court Defendant) directly in an *ex-parte* communication.

Not only, requesting a Petitioner to proceed with renewing a VOID abstract of judgment, but the evidence herein shows brokered the introduction between Defendant Clark and her current counsel of record to file VOID abstract of judgment on her behalf and in her effort to extort a settlement. Whereby the successful extortion of a settlement would mask the conduct of Superior Court judge obstructing justice and denying due process.

The new evidence herein from new testimony of both Defendants in Civil Case 30-2025-01530857-cu-co-cjc collaterally attacking subject matter jurisdiction pursuant to CCP 664.6 impeaches the courts narrative that Petitioner is somehow, (as a respondent/defendant) a vexatious litigant.

The new intervening actions will present new evidence that outlines the full picture showing from start to finish, from new testimony, how and why the orange county Superior Court family law division was absent all jurisdiction, both personal and of the subject matter at all times, thus, rendering all orders issued 4/17/2018 to present VOID on their face. Then reveal the underlying motive how and why the court would attempt to create Subject matter jurisdiction. Strictly to avoid personal liability in violation of Federal Law.



SUPPLEMENTAL STATEMENT

A. Impeachment of the Courts — Pre-Filing Order (by Defendants Themselves)

The evidence herein will show the blockade using a prefiling order not only by the family law division, but also by the Fourth Appellate District Div 3 quashing all efforts to appeal rogue rulings absent all jurisdiction with direct conflicts of interest.

Attached hereto and incorporated herein by reference Motion to Dismiss filed July 20, 2023 filed and executed by both parties [Supp.App.4a] in favor of Appeal G061697]:

Please take judicial notice of Family Law Petitioners request to both the Family Law Superior Court and to the Fourth Appellate District Div 3. that states:

Notice to the court [Supp.App.6a] and all parties and their attorneys of record, requesting case 05D000-275 to be dismissed pursuant to attached declaration with request for dismissal attached as exhibit “A” (*i.e.* 7/12/2021 contract). [Supp.App.11a]

Case 05D000275 has been fully settled pursuant to a contract entered 7/12/2021 that the execution was witnessed by superior court judge Gregory Lewis.

[Supp.App.9a] Please note the declaration concurrently filed for the appeals court in support of appellate appeal to reverse the courts rulings and dismiss case. Petitioner is

requesting this court to forward request to the appellate court and take notice of the request to dismiss case 05D000275.

Please note Petitioner, filed no opposition or opposed respondent request to dismiss case 05D000275 in any way. Nor do I have any idea why the court would not trust execution of a contract witnessed by a sitting superior court judge in his official capacity who's tenure specializes in contract litigation

Respectfully Submitted,
/s/ Deborah L Clark

Consent to dismissal
/s/ Edward L Clark

[Supp.App.9a]

*Declaration of Deborah L Clark
in support of Request To Dismiss
July 18, 2023*

Dated July 18, 2023

I, Deborah L Clark, hereby declare and state as follows:

1. I am the Petitioner in family law case 05D000275 and respondent in appellate case G061697. I am over the age of eighteen years of age and have personal knowledge of the facts herein and if called upon to testify thereto, I could and would competently do so.

2. I file this declaration in support of my request to dismiss case 05D000275
3. I received notice from the court of appeals of a hearing scheduled for July 18, 2023 at 9:30am
4. I drove in from out of state in an effort to appear in support of the appeal from Appellate requesting the court of appeal to reverse the courts ruling declining to dismiss our case citing some dispute with civil court as the reason to decline request, not realizing the appellate court could not hear my case.
5. The above reference contract as Exhibit "A" (*i.e.* referencing 7/12/2021 joint stipulation) [Supp.App.11a] was entered, executed and witnessed by superior court judge, the Hon. Gregory Lewis.
6. I believed the case was over because we had a judge witness the execution of our contract dated 7/12/2021 and because of the fact a judge witnessed the case, there would be no questioning the validity or the intent of the parties litigants that case 05D000275 was over. That is why I did not oppose respondent request to dismiss case.
7. I do not know who or why anyone would try to prevent this case from being dismissed. I have not given anyone, including the court authority to speak for me to prevent dismissal keeping case open.

I declare under the penalty of perjury under the laws of the state of California that the

foregoing is true and correct and that this declaration is executed on July 18 at Long Beach, CA.

/s/ Deborah Clark

With both parties working together, both parties appealed the court orders denying both family court litigants multiple request to allow settlement of an action

Petitioner (Family Court) explained to the court, the order to appear 4/17/2018 was done in Breach of Contract. [see 7/12/2021 contract] [Supp.App.12a] While disclosing to the court all orders were therefore void.

B. 6/29/2026 Deposition Confirming Ex Parte Communication from Judge Yolanda Torres Advocating and Soliciting to Proceed with Enforcing a Fraudulent Abstract of Judgment

Deposition of Deborah Clark

June 29, 2026

P198 L12:25 [Supp.App.30a-31a]

Question: Okay. Ms. Clark, have you had – throughout any of this, have you ever had any phone call or dialogue with anybody from the court at any time? Court Clerk? Has anybody ever called you?

Ms. Clark: Can I talk to him in private? (referencing Richard Brover her attorney)

Question: NO

Mr. Brover: Just answer the question

Ms. Clark: YES

Question: And on what occasion did they call you and what for?

Ms. Clark: Well, they didn't call me, But Judge Tores sent me some information

P199 L7:14 [Supp.App.31a]

Question: Can you re—can you recall what the content was?

Ms. Clark: It said the family court case was still – was still—was—I'd have to look at it again—
(Note stumbling with her attorneys reaction)

P202 Line 16: P203 L2 [Supp.App.32a-33a]

Question: Ms. Clark was there anybody other than Mr. Brover that you had discuss—discussions with prior to retaining counsel to proceed, that suggested you renew abstract of judgment? Is there anybody outside of Mr. Brover that you talked to that advised you to go forward?

Mr. Brover: Objection attorney client privilege To the extent that it's not communications between attorney and client, the witness can answer. But otherwise, she's directed not to answer with respect to identifying any attorney she might have consulted

Deposition Testimony from Richard Brover,

P145 L14: P147 L2 [Supp.App.19a-20a]

Question: How did you get involved with this case?

Mr. Brover: Objection attorney client privilege

Question: Well Mr. Brover you got—you got involved with this case years later. Just a simple question. It's not attorney-client privilege. Were you contacted by Ms. Clark or somebody else?

Mr. Brover: Without waiving attorney client privilege, I was contacted by Ms. Clark.

Question: First? She was the first person that contacted you on this case?

Mr. Brover: NO.

Question: Who – Who then if not your client, who contacted you prior to Ms. Clark?

Mr. Brover: Attorney Client privilege.

Question: Is there somebody else that you are representing?

Mr. Brover: NO I can represent without waiving attorney client privilege it was an attorney.

Question: And who was the attorney.

Mr. Brover: That is attorney client privilege.

C. Confirmation from Family Law Petitioner the 7/12/2021 Joint Stipulation is a Valid Private Contract

Deposition Deborah Clark

P44 L16:23 [Supp.App.27a]

Question: Did you take an oath in front of Judge Lewis to sign this document?

Ms. Clark: Yes

Question: Now were you telling the truth

Ms. Clark: Yes

P45 L21: 25 [Supp.App.28a]

Question: I'm asking if you agreed with the terms
that are outlined in this contract entered in
front of Gregory Lewis

Ms. Clark: Yes

P108 L2:6 [Supp.App.28a]

Mr. Brover: We'll stipulate that the joint stipulation
to settle case, the document Mr. Clark keeps
referring to of July 12, 2021, was filed with
family court.

**D. Confirmation Family Court Was Absent All
Jurisdiction**

1. No Personal Jurisdiction in Family Court

Richard Brover Deposition

June 29, 2026

P72 L6:L14 [Supp.App.16a-17a]

Question: Mr. Brover, to your knowledge, are there
any signed stipulations giving Mr. Michaelson
authority to be a judge that were signed,
executed by either Ms. Clark or Mr. Clark?

Mr. Brover: I can't answer that. The answer is no
he—no stipulation provides that a commis-
sioner be a judge.

P73 L14:20 [Supp.App.18a]

Question: I'm asking you, yes or no, are you aware that a – a judge, sitting commissioner is required to have a signed stipulation signed by the parties litigants to act as a temporary judge.

Mr. Brover: No, it's not.

Deborah Clark Deposition

P215 L25: P216 L16 [Supp.App.33a-34a], referring to Commissioner Michaelson

Question: Was he a judge?

Mr. Brover: Objection—We'll stipulate he was not a judge

Question: Thank you very much

Mr. Brover: No I'm not done with stipulation. Did you want me to finish.

Question: I got the answer I needed

Mr. Brover: No I need the answer that I'm going to give Barry Michaelson was a commissioner of the Orange County Superior Court who made an order that was filed on February 26, 2019. He doesn't need to be a judge. He was a sitting Commissioner in the Family Law Court.

Deposition of Richard Brover

P204 L 7:12 [Supp.App.24a], referring to order issued by Commissioner Michaelson

Question: And that order your referring to was issued by Commissioner Michaelson correct?

Mr. Brover: Correct

Question: And Mr. Michaelson, you stipulated was not a judge?

Mr. Brover: Correct.

**2. Expired Statute of Limitation 7/12/2021
Written Contract (Joint Stipulation)
Expired 7/12/2025**

Stipulation By Richard Brover

P229, L18 [Supp.App.35a]

Mr. Brover: We've already that she executed the joint stipulation

L22 [Supp.App.35a]

We've stipulated to it. Yes, we are on the record.
We've stipulated to it several times, and will again

P230 L1:3 [Supp.App.36a]

Mr. Brover: The joint stipulation to settle case dated July 12, 2021, was signed by the witness

P190 L17:25 [Supp.App.30a]

Question: Is there any document filed by you prior to this case being filed—this case being filed, prior to you filing abstract of judgment where you informed Mr. Clark, that you made an error under oath on 7/12/2021 in front of Judge Gregory Lewis

Mr. Brover: I can stipulate she hasn't filed any documents.

Deposition of Richard Brover
July 7, 2026

P200 L14:18 [Supp.App.23a]

Question: And in fact, sir, you stipulated that after talking to another attorney, you apparently met Ms. Clark OVER FOUR YEARS past when she executed the July 2021 joint stipulation, is that correct?

Mr. Brover: THAT IS CORRECT.

3. Absent Subject Matter Jurisdiction

a. No reservation for private settlement contracts

Deposition of Richard Brover
July 7, 2026

P213 L5:11 [Supp.App.24a-25a]

Question: Can you point out to me in the judgment where the issue of private settlement contracts is reserved? That's all I am asking?

Mr. Brover: It doesn't make any reference to a private settlement contract.

**b. No opposition by attorney
Defendant Richard Brover
contradicting CCP 664.6**

Deposition of Richard Brover
July 7, 2026

P128 L1: L11 [Supp.App.18a]

Question: You and I had a meet and confer meeting where you read to me what you found regarding CCP 664.6 confirming that family court does not have subject matter jurisdiction over private settlement contracts that are not merged into the agreement. Do you agree with that or not?

Mr. Brover No.

[. . .]

Mr. Brover: I don't have anything that opposes it—

**c. The 8/31/2006 judgment was not
renewed by 8/31/2016 pursuant to
CCP 683.020; CCP 683.120**

Deposition of Richard Brover
July 7, 2026

P199 L12: 15 [Supp.App.22a]

Question: And we've established that it's a money judgment only. It was not renewed in a 10 - year statute of limitation.

Mr. Brover: There is no statute of limitation

**d. Stipulation that
Summons/complaint has ever
issued or served**

Deposition of Richard Brover
July 7, 2026

P23 L24: P24 L3 [Supp.App.15a]

Question: Do you recall stipulating that you have never sup—that there has never been a summons and complaint for breach of contract filed alleging breach of contract for this document 7/12/2021?

Mr. Brover: *YES*

**e. Fact: Statute of limitation for
private 7/12/2021 contract expired
7/12/2025**

**f. Richard Brover was not retained by
the court to work with Defendant
Clark until after expiration of
statute of limitation**

Deposition of Richard Brover
July 7, 2026

P200 L14: 18 [Supp.App.23a]

Question And in fact sir, you stipulated that after talking to another attorney, you apparently met Ms. Clark over four years past when she executed the July 2021 joint stipulation, is that correct?

Mr. Brover That's correct.

E. Conflict of Interest

See attached as [Supp.App.37a] denial of writ of mandamus by The fourth appellate district refusal to address a CCP 170.1 motion to disqualify judge Yolanda Tores

F. Legal Authority

- **Significant Development:** New intervening events 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 to ensure due process under the law.
- **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. In this case two depositions.
- **Discovery (FRCP 26(e)):** Requires parties to supplement or correct disclosures if new,

relevant information is discovered. In this instant matters discovered in depositions

It is not standard, and generally not legally permissible, for a plaintiff or petitioner to file a motion to designate a defendant or respondent as a vexatious litigant for the purpose of stopping them from defending themselves.

- **Improper Tactics:** If a plaintiff attempts to label a responding defendant as vexatious purely to secure a default judgment or block a valid defense, courts generally view this as an abuse of the procedural process rather than a standard or valid legal practice

The California Supreme Court in *John v. Superior Court of L. A. Cnty.*, 63 Cal.4th 91, 369 P.3d 238, 201 Cal.Rptr.3d 459 (Cal. 2016) determined that statutory pre-filing requirements do not apply to an appeal by a self-represented vexatious litigant.



CONCLUSION

Based on the foregoing, Petitioner respectfully ask the U.S. Supreme court to grant writ of certiorari and consider the prejudice with state court judges with Federal Questions and Violations of Federal Law remanding back to a district court for remainder of civil litigation to insure due process on a court free from prejudice.

Respectfully submitted,

/s/ Edward L. Clark, Jr.

Edward L. Clark, Jr.

Petitioner Pro Se

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Huntington Beach, CA 92649

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August 17, 2026

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Supp.App.1a

**MINUTE ORDER,
SUPERIOR COURT OF CALIFORNIA
(OCTOBER 6, 2023)**

**SUPERIOR COURT OF CALIFORNIA
FOR THE COUNTY OF ORANGE**

Judge/Commissioner: YOLANDA V. TORRES
Dept.: L67 at 8:45 AM
Bailiff: N. SHIVELY
Case Type: DISSOLUTION WITH CHILD
Case Number: 05D000275
Case Name: CLARK V CLARK JR.

Appearances:

EDWARD CLARK JR, RESPONDENT

Clerk: C. CORONA

Reporter: B. PROKOP 14190

MOTION - OTHER

By RESPONDENT

Filed on 8/22/2023

EDWARD L CLARK JR

In open Court at 9:18 am:

Respondent is present in Court.

Issue before the Court today is Respondent's Motion to amend and reconsider Minute Order dated August 17, 2023.

Court notes Respondent is challenging the Minute Order dated August 17, 2023.

Supp.App.2a

Court notes Petitioner was served by mail.

Petitioner submitted Request For Dismissal and it was denied as Judgment has already been filed.

Respondent offers oral argument.

Court reviews Minute Orders dated August 17, 2023.

Respondent requests for the 3 Request For Dismissals submitted to be filed for Appeal purposes. Respondent states they were submitted on July 28, 2023; August 2, 2023 and August 14, 2023.

Court is not able to have the documents show in the Court's Register of Actions.

Court's tentative on the Motion is to deny as there are no additional or new facts.

Respondent provides further argument.

Respondent requests the Court take judicial notice again of the Stipulation and the Contract.

Anything that the Court previously took judicial notice of, still stands.

Respondent requests the Court take judicial notice of the Return Sheet dated August 3, 2023. Request is granted. Court takes judicial notice of the Return Sheet dated August 3, 2023.

Court will not take judicial notice of the remainder of the requests.

Court will not amend Minute Order dated August 17, 2023.

Court will acknowledge Petitioner submitted Request For Dismissal on July 28th and August 2nd.

Supp.App.3a

Respondent states Petitioner's Request For Dismissal included a copy of the Debt Settlement Agreement.

Respondent requests the Court take reference to the Debt Settlement Agreement and Stipulation. Request is denied.

Respondent states Petitioner's Request For Dismissal included a copy of the Debt Settlement Agreement.

Court makes a reference.

This Court is unable to dismiss orders made by Commissioner Michaelson.

Respondent's Motion is denied.

Court adjourns at 9:47 am.

**REQUEST FOR DISMISSAL,
SUPERIOR COURT OF CALIFORNIA
(JULY 18, 2023)**

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE**

ATTORNEY OR PARTY WITHOUT ATTORNEY

Name: Deborah L. Clark
Street Address: 1990 Bahama Ave
City: Lake Havasu City
State: AZ Zip Code: 86403
Telephone No.: 714 448-7146
Email Address: hbblonde911@yahoo.com
Attorney for: In Proper

Superior Court of California, County of Orange

Mailing Address: 341 City Dr
City and Zip Code: Orange Ca
Branch Name: Lamorae Justice Center
Plaintiff/Petitioner: Deborah L. Clark
Defendant/Respondent: Edward L. Clark Jr.

**REQUEST FOR DISMISSAL
(IN FAVOUR OF APPEAL G061697)
Case No.: 05D000275**

1. To the Clerk: Please dismiss this action as follows:
a.(1) ☒ With Prejudice
2. *(Complete in all cases except family law cases.)*

Supp.App.5a

The Court ☒ did not waive court fees costs for a party in this case. *(This information may be obtained from the clerk. If court fees and costs were waived, the declaration on the back of this form must be completed).*

/s/ Deborah L. Clark
Plaintiff/Petitioner

☒ Party without Attorney

Date: 7/18/23

3. To the Clerk: Consent to the above dismissal is hereby given.**

/s/ Edward L. Clark, Jr.
Defendant/Respondent

☒ Party without Attorney

/s/ Edward L. Clark, Jr.
Attorney or Party without attorney for:
☒ Defendant/Respondent

Date: 7/18/23

** If a cross-complaint – or Response (Family Law) seeking affirmative relief – is on file. The attorney for cross-complainant (respondent) must sign this consent required by Code of Civil Procedure section 581 (i) or (j).

Supp.App.6a

**NOTICE TO DISMISS CASE,
SUPERIOR COURT OF CALIFORNIA
(JULY 20, 2023)**

IN THE SUPERIOR COURT
OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE

DEBORAH L. CLARK, an individual,

Petitioner,

v.

EDWARD L. CLARK JR.,

Respondent.

Case No.: 05D000275

Complaint filed: August 2, 2019

Trial: None set yet

NOTICE TO DISMISS CASE 05D000275

Notice to the court and all parties and their attorneys of record, requesting case 05D000275 to be dismissed pursuant to attached declaration with request for dismissal attached as exhibit "A"

Case 05D000275 has been fully settled pursuant to a contract entered 7/12/21 that the execution was witnessed by superior court judge Gregory Lewis

Supp.App.7a

Please note the declaration concurrently filed for the appeals court in support of appellate appeal to reverse the courts ruling and dismiss case. Petitioner is requesting this court to forward request to the appellate court and take notice of the request to dismiss case 05D000275.

Petitioner is requesting case be dismissed with prejudice immediately upon receipt of this notice and in support and agreement made with Respondent (Appellate) request the appeals court publish the reversal as the undue piece of mind and additional expense caused by this court, has not been fair and should not be allowed by law when parties request dismissal of a case the parties want dismissed.

Please note Petitioner, filed no opposition or opposed respondent request to dismiss case 05D000275 in any way. Nor do I have any idea why the court would not trust execution of a contract to be witnessed by a sitting superior court judge in his official judicial capacity whos' tenure specializes in contract litigation

Respectfully Submitted,

DEBORAH L. CLARK
Petitioner, In pro per

**DECLARATION OF DEBORAH CLARK
(JULY 18, 2023)**

Deborah L. Clark
1990 Bahama Ave.
Lake Havasu City, AZ 86403
In Proper

IN THE SUPERIOR COURT OF THE STATE OF
CALIFORNIA FOR THE COUNTY OF ORANGE

DEBORAH L. CLARK, an individual,

Petitioner,

v.

EDWARD L CLARK JR.,

Respondent.

Case No.: 05D000275

Complaint filed: August 2, 2019

Trial: None set yet

**DECLARATION OF DEBORAH L. CLARK
IN SUPPORT OF PETITIONER REQUEST TO
DISMISS CASE 05D000275**

Dated: JULY 18, 2023.

I, DEBORAH L. CLARK, hereby declare and state
as follows:

Supp.App.9a

1. I am the PETIONER IN FAMILY LAW CASE 05D000275 AND RESPONDENT IN APPELLATE CASE G061697. I am over the age of eighteen years of age and have personal knowledge of the facts herein and if called upon to testify thereto, I could and would competently do so.

2. I File this declaration in support of my request to dismiss case 05D000275.

3. I received notice from the court of an appeals of a hearing scheduled for July 18, 2023 at 9:30 am.

4. I drove in from out of state in an effort to appear in support of the appeal from Appellate requesting the court of appeal to reverse the courts ruling declining to dismiss our case citing some dispute with civil court as the reason to decline request, not realizing the appellate court could not hear my testimony.

5. The above referenced contract ATTACHED as *Exhibit "A"* was entered, executed and witnessed by Superior Court Judge, the Hon. Gregory Lewis.

6. I, believed the case was over because we had a judge witness the execution of our contract dated 7/12/2021 and because of the fact a judge witnessed the case, there would be no questioning the validity or the intent of the parties litigants that case 05D000275 was over. That is why I did not oppose the respondent request to dismiss case.

7. I do not know who or why anyone would try to prevent this case from being dismissed, I have not given anyone, including the court authority to speak for me to prevent dismissal keeping case open.

Supp.App.10a

I declare under penalty of perjury under the laws of the state of California that the foregoing is true and correct and that this declaration is executed on July 18 at Long Beach, California.

DEBORAH L. CLARK

Petitioner, In pro per

Supp.App.11a

**JOINT STIPULATION TO SETTLE CASE,
SUPERIOR COURT OF CALIFORNIA
(JULY 12, 2021)**

Edward L. Clark, Jr.
5582 McFadden Ave.
Huntington Beach, Calif. 92649
In Proper. (714) 448-7145

IN THE SUPERIOR COURT
OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE

EDWARD L. CLARK JR.,

Plaintiff,

v.

DEBORAH L. CLARK,

Defendant.

Case No.: 30-2019-01087758-CU-BC-CJC

Before: The Hon. Gregory LEWIS, Presiding Judge.

**JOINT STIPULATION TO SETTLE CASE
TO THE HONORABLE PRESIDING JUDGE
GREGORY LEWIS, THE COURT, ALL INTERESTED
PARTIES AND THEIR ATTORNEYS OF RECORD:**

IT IS HEREBY STIPULATED, by and between Plaintiff Edward L. Clark, Jr., and Defendant Deborah L. Clark that good cause exist and the parties request this court to vacate its order entered 4/26/21 and enter the proposed final judgment and order attached hereto and incorporated herein by reference as Exhibit "A" as the Final Judgment and Order.

1. The agreement entered by and between the parties to enter judgment is below in this joint stipulation:

- A. The contract entered between the parties (Debt Settlement Agreement dated 3/21/2016) is a Valid contract entered by the parties
- B. The 3/21/2016 Contract is enforceable.
- C. Therefore the family law minute order issued 10/12/2018 on case 05D000275 pursuant to the terms contained in the 3/21/2016 is not enforceable, therefore void.
- D. Defendant Breached 3/21/2016 contract.
- E. As a condition to settle case in an effort to mitigate additional litigation costs both parties release the other party of any and all damages.

2. The Settlement Agreement entered between the parties (proposed final judgment Exhibit "A") provides for inter alia, the filing of Final Judgment and Order pursuant to stipulation.

3. The Proposed Final Judgment represents and agreed resolution of disputed claims and is entered into an order to avoid protracted and expensive litigation.

Supp.App.13a

4. The parties do not waive any personal jurisdiction offenses or defenses it may have in other cases by entering this agreement.

Respectively Submitted,

/s/ Edward L. Clark, Jr.
Plaintiff In-Proper

Date: 7/12/21

/s/ Deborah L. Clark
Defendant In-Proper

Date: 7-12-21

**VIDEO DEPOSITION TRANSCRIPT OF
RICHARD BROVER, RELEVANT EXCERPTS
(JULY 7, 2026)**

IN THE SUPERIOR COURT
OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE

EDWARD L CLARK JR.,

Plaintiff,

v.

DEBORAH L. CLARK,

*Defendant-
An Individual,*

RICHARD DROVER,

*Defendant-
An Individual and in
professional capacity.*

Case No.: 30-2025-01530857-CU-CO-CJC

DEPOSITION OF RICHARD BROVER

[July 7, 2026 Transcript, p. 23]

Q. Well, I'll place it in front of you just so you can answer the question and then I'll take it back.

A. Yes. Looking at this document entitled “Joint Stipulation to settle case,” that is the document that she signed and it was filed on July 12, 2021.

MR. BROVER: And, again, the same objection. Irrelevant and not reasonably calculated to lead to the admissible evidence.

BY MR. CLARK:

Q. And, Mr. Brover, you recall her testimony where she was asked and she said she was telling the truth when she executed that document; correct?

A. Yes.

Q. Okay. Now, you stipulated that the contract that I am referencing, 7/12/2021, has never been challenged in any court by filing a sup—by filing a summons and complaint for breach of contract; is that correct?

MR. BROVER: That’s compound.

If you could rephrase the question.

BY MR. CLARK:

[P23 L 24]

Q. Do you recall stipulating that you have never sup—that there has never been a summons and complaint for breach of contract filed alleging breach of contract for this document, July 12, 2021?

[P24 L3]

A. Yes.

Q. Do you agree—

MR. BROVER: Again, not reasonably calculated to lead to the discovery of admissible evidence and irrelevant.

BY MR. CLARK:

Q. Do you agree that the terms contained in the 7/12/2021 contract states for itself?

A. No.

Q. Are you suggesting the terms in the contract don't say what they—what they say?

A. No. I'm suggesting that, one, it is not a contract.

MR. BROVER: And I object to the fact that the document is irrelevant and not reasonably calculated to lead to the discovery of admissible evidence.

THE WITNESS: And a court of appeal in Clark III—

MR. CLARK: I'm going—

THE WITNESS: I haven't finished my answer.

MR. CLARK: I'm going to move to strike as non-responsive—

[. . .]

THE REPORTER: I'm sorry. Mr. Clark, I can't hear you.

BY MR. CLARK:

[P72 L6:14]

Q. I'm going to move on and I'll come back to that in a bit.

Mr. Brover, to your knowledge, are there any signed stipulations giving Mr. Michaelson authority to

be a judge that were signed, executed by either Ms. Clark or Mr. Clark?

A. The question calls—

Q. I'm asking a simple question.

A. I can't answer that. It's a simple question. The answer is he—and no stipulation provides that a commissioner is a judge.

The stipulations typically provide that the commissioner can sit as a judicial officer and act with authority that's granted as a result of his commission.

Q. Okay. So in order for him to have the authority, be granted the ability to preside as a temporary judge and preside over a matter of dispute, a stipulation is required; is it not?

A. No.

Q. Okay. You've been an—you've been an attorney for 49 years and you don't know if a sitting commissioner is required to have a stipulation executed by the parties' litigants—

MR. BROVER: That's argumentative.

THE WITNESS: And that's not what I said.

BY MR. CLARK:

Q. Are you—are you familiar with the fact that a commissioner is required by law to have the parties' litigants execute a stipulation to give him authority to act as a temporary judge? Yes or no?

A. The answer is the stipulation can be in a number of ways.

- Q. I'm not asking what—I'm not asking for a dissertation on the stipulation.

[P73 L14:20]

I'm asking you, yes or no, are you aware that a—that a judge, a sitting commissioner is required to have a stipulation signed by the parties' litigants to act as a temporary judge? That's a simple yes or no question.

Are you aware of this or not?

- A. No, it's not. It's an inaccurate statement of the law. I have served as a commissioner, as a temporary judge.

- Q. I'm not asking if you have, sir.

I'm just asking you what the—what you—what you—what you believe the law says.

[P128 L1: L11]

You and I had a meet-and-confer meeting where you read to me what you found regarding CCP 664.6 confirming that family court does not have jurisdiction over private settlement contracts that are not merged into the agreement.

Do you agree with that or not?

- A. No.

- Q. And do you have any code of civil procedure that you can cite that opposes California Code of Civil Procedure 664.6?

- A. I don't have anything that opposes it—

- Q. Okay. Thank you. That's the—

A. —but I understand the knowledge and the code section cited, which I have looked at, which indicates the circumstances under which 664.6 of the Code of Civil Procedure applies.

Q. Okay. And then you also—I think you answered this earlier, but I just want to confirm.

You agreed—let me ask the question.

Did you or anybody else that you're aware of in the record read in the money dissolution judgment by 8/31/2016?

A. I don't understand the question.

Q. The dissolution judgment is a money judgment between Mr. Clark and Ms. Clark that's . . .

[. . .]

A. No.

Q. You don't? okay.

A. I recall getting a letter.

Q. Okay. Now, I'm going to attach, marked as—and prior to filing the Abstract of Judgment, what due diligence did you do to verify that nine years after we settle—we agreed the 3/21/2016 contract was a valid and enforceable contract, what due diligence did you do, other than read appellate briefs and talk to judges?

A. That mischaracterizes what I did.

I did not talk with any judges. That is a false—

[P145 L14: P147 L2]

Q. How did you get involved with this case?

MR. BROVER: Again, attorney-client privilege.

BY MR. CLARK:

Q. Well, Mr.—Mr. Brover, you got—you got involved with this case years later. Just a simple question. It's not attorney-client privilege.

Were you contacted by Ms. Clark or somebody else?

A. Without waiving the attorney-client privilege, I was contacted by Ms. Clark.

Q. First? she's the first person that contacted you on this case?

A. No.

Q. Who—who then if not your client, who contacted you prior to Ms. Clark?

MR. BROVER: Attorney-client privilege.

BY MR. CLARK:

Q. Who are you—is there somebody else that you're representing?

A. No.

MR. CLARK: Okay. I would like to mark in the record, please, that I want to leave a space that Mr. Brover is not answering the question. That is not attorney-client privilege.

I have a right to know who contacted you to look into this case. So I just want to leave it as marked so I can reference it down the road.

Now—and I would just want to reenforce on the record that Mr. Brover has indicated here today that it was not Ms. Clark who contacted him first. It was somebody else.

THE WITNESS: I can represent without waiving attorney-client privilege, it was an attorney.

BY MR. CLARK:

Q. And who was the attorney?

MR. BROVER: That is attorney-client privilege and I will not answer that question.

MR. CLARK: Same—same.

BY MR. CLARK:

Q. Okay. Now, Mr. Brover, as an attorney, you're an officer of the court; is that correct?

A. Yes.

Q. And—and you're not disputing that Ms. Clark executed the 7/12/2021 contract; right?

A. You refer to it as a contract. I'm not disputing that she executed the document.

Q. And you're not disputing that she executed it in front of a Superior court judge, the Honorable Gregory Lewis; is that correct?

A. I don't know whether that's true or not.

Q. You heard Ms. Clark testify that she executed that contract under oath in front of the Honorable Gregory Lewis, did you not?

A. I am not sure that that's what she said.

I believe that's the question that was asked. She did execute it under penalty of perjury.

Whether she executed it under oath in the court, I do not know.

MR. BROVER: My standing objection applies.

[. . .]

Are you talking about the 8/31/2016 summons?

A. No.

Q. Which summons are you referring to, sir? That's what I'm trying to get at.

A. I don't have that, but it would be the summons that was issued when the petition for dissolution was filed in about 2006.

Q. Okay. So we're—that's the summons you're re—so your—I'm trying to tie down, you filed an Abstract of Judgment using case 05D000275.

[P199 L12:15]

And we've established that it's a money judgment only. It was not renewed in a ten-year of statute of limitation.

A. There is no statute of limitation.

Q. Well, I'm just—just let me finish.

It was not renewed in ten years. we have a private debt settlement agreement that resolved all issues in 3- —March of—

A. I disagree with that premise too. It was not.

Q. Well, I realize that, sir.

But let me ask you a question.

A. That was a question.

Q. You were not the attorney back then; correct?

A. I was an attorney back then.

Q. You were not Ms. Clark's attorney?

A. That's correct.

Q. And you were not Ms. Clark's attorney when she executed the debt settlement agreement in 2016; correct?

A. That's correct.

Q. And you are not Ms. Clark's attorney when she executed in front of the Honorable Gregory Lewis a joint stipulation to settle the case; is that correct?

A. I don't think—yes, that's correct.

[P200 L14:18]

Q. And in fact, sir, you stipulated that after talking to another attorney, you apparently met Ms. Clark over four years past when she executed the July 2021 joint stipulation; is that correct?

A. That's correct.

Q. Okay. And you filed an Abstract of Judgment completely disregarding the fact that there's two private settlement contracts executed by Ms. Clark; correct?

A. No.

Q. Well, if there's—if there's a—the 7/12/2021 contract, the language speaks for itself.

[. . .]

A. But the form says "Judgment."

Q. The form says "Judgment," but I can't help what the judge forms it [sic]. The form says "Judgment."

A. I can't either. That's why the word "order" was added.

[P204 L 7:12]

Q. Okay. And that order that you're referring to was issued by Commissioner Michaelson; correct?

A. Correct.

Q. And Commissioner Michaelson, you stipulated, was not a judge?

A. Correct.

Q. Okay.

A. Although—

Q. There's—

(Talking simultaneously.)

THE WITNESS: —the document that you filed—

BY MR. CLARK:

Q. There is no—

A. —she referenced—yes, there is.

Q. There is no question pending, sir.

A. There is.

You asked in number 9 to reference the document and the—

Q. Okay.

A. The court reserves jurisdiction in a judgment over the issues that are set forth in the judgment.

[P213 L5:11]

Q. Can you point out to me in the judgment where the issue of private settlement contracts is reserved?

That's all I'm asking. It's a simple question.

A. It doesn't make reference to a private settlement contract—

Q. Thank you.

(Talking simultaneously.)

BY MR. CLARK:

Q. That's all I need to know.

So there's no reference in the entire dissolution judgment for family court to maintain subject matter jurisdiction over private settlement contracts; is that your testimony, sir?

A. No.

Q. Then I'm asking you to explain. Show me in the dissolution judgment where the language is that family court reserve subject matter jurisdiction.

A. It is in the law of the State of California. It doesn't need to be set forth in the . . .

[. . .]

**VIDEO DEPOSITION TRANSCRIPT OF
DEBORAH CLARK, RELEVANT EXCERPTS
(JUNE 29, 2026)**

IN THE SUPERIOR COURT
OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE

EDWARD L CLARK JR.,

Plaintiff,

v.

DEBORAH L. CLARK, an individual;
RICHARD DROVER, an individual and in
professional capacity,

Defendants.

Case No.: 30-2025-01530857-CU-CO-WJC

DEPOSITION OF DEBORAH CLARK

[June 29, 2026 Transcript, p. 44]

. . . court judge, Judge Gregory Lewis?

A. I do.

Q. Is that a yes?

A. Yes.

Q. And when you and Mr. Clark executed this document, Judge Gregory Lewis had us both sworn in,

and we were under oath. So it was executed under the penalty of perjury. Do you recall that?

MR. BROVER: Objection. Compound. Assumes facts not in evidence. I would request that you restate the question to make it intelligible.

MR. CLARK: It's—it's intelligible.

BY MR. CLARK:

Q. Would you—you can answer.

A. Ask the question again.

[P44 L16:23]

Q. Did you take an oath in front of Judge Lewis to sign this document?

A. In civil court, yes.

Q. Okay. Thank you.

Now, were you telling the truth when you signed this document in front of Greg—Judge Gregory Lewis?

A. Yes.

Q. Okay. So let's—if you refer to the next page.

A. The next page is our signatures.

Q. No. The page before that. I'm going to refer to No. 1.

Ms. Clark, this joint stipulation, you—do you agree that you and Mr. Clark agreed to the terms contained in this stipulation?

A. Yes.

Q. Okay. Do you agree—you agreed—tell me if I'm right or wrong—that the contract entered between

the parties, debt settlement agreement dated 3/21/2016, is a valid contract entered by the parties?

MR. BROVER: Objection. Calls for a legal conclusion.

BY MR. CLARK:

Q. I'm asking if you agreed to that.

MR. BROVER: No, you didn't.

MR. CLARK: I did.

MR. BROVER: You asked if—

BY MR. CLARK:

[P45 L21: 25]

Q. I'm asking if you agreed—I'm asking if you agreed to the terms that are outlined in this contract that was entered and executed in front of Gregory Lewis. Yes or no?

A. In civil court, yes.

[. . .]

MR. BROVER: No question pending.

[P108 L2:6]

We'll stipulate that the joint stipulation to settle the case, the document that Mr. Clark keeps referring to of July 12, 2021, was filed with the family court.

MR. CLARK: Okay.

MR. BROVER: I think that's what you're seeking.

BY MR. CLARK:

Q. And the intent of that filing in the family court was asking the court to enter that into the record so the case would be over finally, forever; is that correct?

A. Not in family court.

Q. Ms. Clark, your—your attorney just stipulated that you filed this in family court. If it wasn't to be a final settlement in family court, why did you file it in family court?

A. It wasn't in family court. It was in civil court in front of Judge Lewis so you would quit suing me for whatever else it was you were suing me for, because I could never keep up.

MR. CLARK: Strike as nonresponsive.

THE WITNESS: I could never keep up.

MR. CLARK: No question pend—pending.

MR. CLARK: Well, then, please, by all means, provide—produce, if you've got them with you, a document. Not by an appellate court. I want a document that was filed by Ms. Clark alleging the 7/12/2021 contract—she made a mistake.

MR. BROVER: Well, the answer that was filed by the defendant on 3/3/26 to the complaint at issue in this case indicates that she has stated that the orders of the family law court are valid.

And by definition, that would be contrary to the assertion that you have made that the documents filed with the Orange County Superior Court Family Law are void.

BY MR. CLARK:

Q. Okay. Let me—let me ask another question, Ms. Clark.

[P190 L17:25]

Is there any document filed by you prior to this case being file—this case being filed, prior to you filing an abstract of judgment where you informed Mr. Clark that you made an error under oath on 7/12/2021 in front of Judge Gregory Lewis?

MR. BROVER: Well, objection to the form of the question. As far as prior to the filing of the abstract, I can stipulate that she hasn't filed any documents—

BY MR. CLARK:

Q. Thank you.

Now—and we—we talked about it earlier, that you—that—regarding three motions that you filed to dismiss in family court. And the—and the court denied those motions. she wouldn't even put them in the record.

Was there any correspondence from you to the court telling the court to deny those motions, or was that strictly a court decision?

A. I had nothing to do with that.

[P198 L12:25]

Q. Okay. Ms. Clark, have you had—throughout any of this, have you ever had any phone call or dialogue with anybody from the court at any time? Court clerk? Has anybody ever called you?

A. Can I talk to him in private?

Q. No.

MR. BROVER: No. Just answer the question.

THE WITNESS: Yes.

BY MR. CLARK:

Q. And on what occasion did they call you and what for?

A. Well, they didn't call me. But Judge Torres sent me some information.

Q. Oh, she did?

Do you have that information here with you?

Can you recall what that information was?

(Reporter clarification.)

MR. BROVER: I said she can answer the question.

BY MR. CLARK:

[P199 L7:14]

Q. Can you re—can you recall what that—what the content of that letter was?

MR. BROVER: That's assuming it's a letter.

BY MR. CLARK:

Q. Tell us what it is.

A. It said that the family court case was still—was still—was—I'd have to look at it again. I don't know.

THE WITNESS: I think you—you don't have it?

MR. BROVER: I don't have it.

THE WITNESS: I don't know.

MR. CLARK: Can we put a spot in the record, please, and ask you to produce that document?

THE WITNESS: I'm assuming you got one too. Same judge.

MR. BROVER: We're talking about a notice from a court.

MR. CLARK: Well, I don't know what we're . . .

[. . .]

MR. BROVER: I can. It's a notice.

MR. CLARK: No.

MR. BROVER: Yes, it is. I don't want to argue with you on the record, but I can tell you it's a notice.

MR. CLARK: Can—can we go off the record for just a minute, please. This is getting ridiculous.

THE VIDEOGRAPHER: The time is 2:40 p.m. Going off the record.

(Recess.)

THE VIDEOGRAPHER: The time is 2:46 p.m. Going back on the record.

MR. CLARK: Okay. Thank you.

BY MR. CLARK:

[P202 L16: P203 L2]

Q. Ms. Clark, was there anybody other than Mr. Brover that you had discuss—discussions with, prior to retaining counsel to proceed, that suggested you renew the abstract of judgment? Is there anybody outside of Mr. Brover that you talked to that advised you to go forward?

MR. BROVER: Objection. Attorney-client privilege. To the extent that it's not communications between

attorney and client, the witness can answer. But otherwise, she's directed . . .

BY MR. CLARK:

Q. You can answer.

THE WITNESS: Didn't you just answer it?

MR. BROVER: No. You're answering.

THE WITNESS: That's why I did it, because I—I had ten years before I could get what—the money that you owed me.

BY MR. CLARK:

Q. Now—

A. The 4885.

Q. Okay. So—

A. And we had a judge that said you were supposed to start paying me in two weeks.

Q. So—

A. And that was back—that was in front of Judge—Judge—I don't remember his name. But—but yeah. He said supposed to be paying me within like two weeks, and I never saw that. And that was like nine years later.

I finally said, I got to do something. If I don't do it now, I'm never going to get that.

Q. Are you referring to Commissioner Michaelson?

A. Yes.

[P215 L25: P216 L16]

Q. Was he a judge?

MR. BROVER: Objection. Not reasonably calculated to lead to the discovery of admissible evidence. We'll stipulate that he was not a judge.

MR. CLARK: Thank you very much.

(Reporter admonishment.)

MR. BROVER: No. I'm not done with the stipulation. Did you want me to finish?

MR. CLARK: I got the answer I needed.

MR. BROVER: No. I need the answer that I'm going to give.

Barry Michaelson was a commissioner of the Orange County Superior Court who made an order that was filed on February 26, 2019. He doesn't need to be a judge. He was sitting as a commissioner in the family law court.

MR. CLARK: Good.

BY MR. CLARK:

Q. And—and to go along with what your attorney just recited—I agree with him 100 percent and stipulate to the same.

In fact, isn't it true, Ms. Clark, that you did not sign a stipulation to allow him to preside on that case?

MR. BROVER: Objection. Not reasonably calculated to lead to the discovery of admissible . . .

MR. BROVER: That isn't what she testified to.

BY MR. CLARK:

Q. Was that yes?

A. No.

MR. BROVER: She testified that she signed the contract. whether she believed it was correct or true doesn't—isn't the issue.

(Reporter clarification.)

THE WITNESS: I don't remember. I don't think I said anything.

BY MR. CLARK:

Q. Well, Ms. Clark—

MR. BROVER: We've already stipulated—

THE WITNESS: Asked and answered.

(Simultaneous talking.)

(Reporter admonishment.)

[P229, L18]

MR. BROVER: We've already stipulated that she executed the joint stipulation.

MR. CLARK: Objection. This is not—you're not on the record.

[P229, L22]

MR. BROVER: We've stipulated to it. Yes, we are on the record. We've stipulated to it multiple times, and I will again.

MR. CLARK: If—

[P230 L1:3]

MR. BROVER: The joint stipulation to settle the case dated July 12, 2021, was signed by the witness.

BY MR. CLARK:

Q. And, Ms. Clark, if there was anything wrong with that stipulation that you signed, you would not, under the penalty of perjury, ask the family law court to enter it into the court record; is that correct?

MR. BROVER: Objection. Irrelevant. Not reasonably calculated to lead to the discovery of admissible evidence. The defendant can answer the question.

THE WITNESS: Go ahead and ask it again.

MR. BROVER: It's also argumentative.

BY MR. CLARK:

Q. I'm asking a simple question based on your objection.

If there was anything wrong with that joint stipulation that you didn't agree with, you wouldn't have filed under the penalty of perjury in family court, asking the court to, A, enter it into the doc—into the record, or, B, you wouldn't have asked the court to take judicial notice of every term in that contract, would you?

**ORDER, COURT OF APPEAL OF THE
STATE OF CALIFORNIA
(JULY 10, 2026)**

IN THE COURT OF APPEAL
OF THE STATE OF CALIFORNIA
FOURTH APPELLATE DISTRICT
DIVISION THREE

EDWARD L. CLARK, JR.,

Petitioner,

v.

THE SUPERIOR COURT OF ORANGE COUNTY,

Respondent,

DEBORAH L. CLARK ET AL.,

*Real Parties
in Interest.*

G067071

(Super. Ct. No. 30-2025-01530857)

Before: MOTOIKE, P. J..

ORDER

Petitioner Edward L. Clark, Jr., is a vexatious litigant subject to a prefilng order. (See Code Civ. Proc., § 391.7.) Vexatious litigants must obtain per-

mission to file “new litigation” in propria persona from the “presiding justice or presiding judge” of the court in which it is proposed to be filed. (*Id.*, subd. (a).) Permission shall be granted only if the presiding justice or presiding judge determines that the proposed litigation has merit and is not being filed to harass or delay. (*Id.*, subd. (b).) On June 22, 2026, petitioner filed a request for permission to file a “petition for a writ of mandamus” and this court received a copy of the proposed petition.

The request for permission to file a “petition for a writ of mandamus” is DENIED. (Code Civ. Proc., § 391.7.) There is no potential merit to the proposed writ petition. The proceeding is DISMISSED.

MOTOIKE, P. J.

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SUPREME COURT
PRESS