

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

SECOND SUPPLEMENTAL BRIEF OF PETITIONER

Edward L. Clark, Jr.
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September 11, 2026

SUPREME COURT PRESS

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BOSTON, MASSACHUSETTS

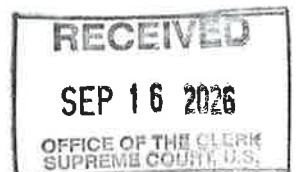


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Plaintiff Reply Outlining Fatal Errors in Motion for Summary Judgment (August 15, 2026)	Second_Supp.26a
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NEW INTERVENING MATTERS

Petitioner/Respondent respectfully provides the new facts:

1. Whereby; Judge Yolanda Tores, lower family court judge has been forced to RECUSE HERSELF on 8/24/2026 for egregious conflicts of interest previously outlined to the court with ex-parte communications advocating and soliciting Respondent/Petitioner to breach two fully executed private settlement contracts with expired statutes of limitation. [Notice of recusal at Second_Supp.App.1a]

2. Whereby, Judge Tores recusal proves her conflicts of interest that was first demonstrated 6/3/2022 when she refused both parties request via MOTION TO SHOW CAUSE to merge private settlement documents into the record, refusing to dismiss case in violation of Rule 3.1385(b) dismissing case in 45-days if no cause is shown.

3. Whereby a review of all Judge Tores orders from 6/3/2022 to present, all issued without subject matter jurisdiction over private settlement contracts, now explains the motive for her constant impartiality. Judge Tores refused to let two parties settle out of retaliation for Respondent naming judicial officers in a prior district complaint for alleged judicial misconduct at the center of this instant case. Judge Tores refused to let the parties settle so she could exercise her Extortion scheme later. [See Petitioner Note to the Court and Supporting Stipulation at_Supp.App.6a and 8a]

4. Whereby; Respondent/Petitioner/(Defendant in civil court) pursuant to CCP 664.6 provided responses or lack thereof with fatally flawed oppositions to both a summary judgment motion and a motion to enforce private settlement contract in civil court proves there is no defense for parties intentionally obstructing justice and violating due process [See Opposition to MSJ at Second_Supp.App.9a and the Opposition to MTN to Enforce Contract at Second_Supp.App.20a] No points and authorities, No admissible evidence in opposition, [see Objections to Evidence at Second_Supp.App.43a] Judge Torres actually already sustained in open court verifying Defendants have offered NO ADMISSABLE EVIDENCE

5. Whereby; The only defense the State of California has to obstructing justice, disregarding Subject Matter Jurisdiction and the Affirmative Defense of Expired Statutes of limitation is:

- a. If they can delay long enough to destroy Petitioner/Respondent financially and
- b. The U.S. Supreme court denies a writ of certiorari,

In the latter case (b), absent judicial oversight from the U.S. Supreme Court the State court will have the freedom to not have to follow the law, comply with the United States Constitution, nor be held accountable for obstructing justice, violating due process and green lighting the utilization of using Superior Court to Extort and just take money absent any oversight and the Rule of Law. That is when Communism has prevailed in the United States.

6. Whereby: 5 days before for 8/31/2026 hearing on fully briefed motion for summary judgment and

motion to enforce 7/12/2021 contract, whereby Defendants had no opposition and was unable to provide any points and authorities or admissible evidence in opposition, Judge Torres recused herself continuing motions out into 2027 giving a rogue family court 5-more months in the effort to extort a settlement from Petitioner/Respondent.

1. Deception — Fraud on the Court

Weaponizing the utilization of a clerical function where a family law court clerk can be requested to file an abstract of judgment (*Disguising as a renewal*), to circumvent the civil process that mandates serving a party a summons/complaint.

Doing so while intentionally concealing two fully executed private settlement contracts with expired statutes of limitation from the court clerk. Preventing a court clerk from knowing the true status of the 8/31/2006 dissolution judgment was fully satisfied with a final accord and payment 3/21/2016. A court clerk has no way of knowing the filing party is committing a Federal Crime.

Intentionally tricking the court clerk *concealing from the court clerk the true status* of an 8/31/2006 family law judgment no longer at issue because of two private settlement contracts not merged one can conclude is a fraud on the court.

2. Overview

On 7/12/2021 the parties settled the first civil action for Breach of 3/21/2026 Private Debt Settlement contract caused by serving 4/17/2018 order to appear, without subject matter jurisdiction.

Now with expired statute of limitation, defendants served Petitioner/Respondent (Plaintiff in civil court) with a fraudulent abstract of judgment filed 11/7/2025 [See Second_Supp.App.6a]

Please take notice the abstract of judgment [Second_Supp.App.6a.] does not have the original dissolution date on it of 8/31/2006 because that judgment is no longer at issue. Thus, fabricating a second judgment using a case number already fully satisfied and no longer at issue

The overall picture can now be seen why Judge Yolanda Torres refused to let two parties settle a case, was so she could use that case, she refused to dismiss and refuses to merge settlement documents into the record, leaving open to exploit a loop hole in the family court system enabling her orchestrate the filing of abstracts of judgment without the need of a summons/complaint or a trial in front of a judge, thereby free to EXTORT money and assets from unknowing victims with complete disregard to federal law.

One must wonder how many victims there are?

3. Absent Subject Matter Jurisdiction Again

The instant writ of certiorari addressed the absence of all jurisdiction because a reservation was not made over private settlement contracts not merged in 8/31/2006 dissolution judgment. Proving that Judge Lon Hurwitz issued an order to appear in family court without subject matter jurisdiction over a private settlement contract not merged, in breach of fully executed 3/21/2016 private debt settlement agreement. The statute of limitation for 8/31/2006 judgment to renew a money judgment is 10 years, but didn't get

renewed by 8/31/2016 because the parties executed the 3/21/2016 private debt settlement contract as a final accord termination all debt from 8/31/2006 dissolution judgment. The statute of limitation for the 3/21/2016 private debt settlement contract 3/21/2020. No Summons/Complaint has ever been served

4. Expired Statute of Limitation Petitioner — Affirmative Defense

On 11/7/2027, abstract of judgment was filed 4-months past expired statute of limitation, for 7/12/2021 contract not merged into family court judgment that expired 7/12/2025. Def Clark (Petitioner in Family Court) breached the 7/12/2021 contract filing an abstract of judgment resulting in a second civil breach of contract.

The abstract of judgment filed 11/7/2025 is 5 years and 8-months after the statute of limitation expired on the 3/21/2016 contract that Defendant Clark stipulated IN 7/12/2021 CONTRACT was valid and enforceable.

5. The Scheme Exposed

Since the statute of limitation for contract executed 7/12/2021 in front of a Civil Superior Court Judge expired 7/12/2025, a plan was needed to circumvent the civil judicial process as follows.

The parties disguised a new judgment as if it were renewing a family court order not satisfied concealing from the family court clerk that case 05D000275 was fully satisfied and no longer at issue when Petitioner received \$1,000,000 wire as payment in full. The filing party failed to disclose to the court clerk a joint stipulation executed by Petitioner confirming contract

3/21/2016 was valid and enforceable, stating all orders in family court were obtained in Breach of Contract therefore VOID.

6. Violation of the Law CCP 664.6

To compound the obstruction of justice and abuse of power on calendar in the family court docket, scheduled for 10/30/2026 the family court is planning to consolidate the civil court case filed pursuant too CCP 664.6 into FAMILY COURT taking subject matter jurisdiction of civil unmerged contracts that survive as private settlement contracts that specifically excludes subject matter jurisdiction in family court. A complete violation of CCP 664.6.

This after Family Court refused 6-noticed motions to settle case so they can proceed with just taking Petitioner/Respondent money and assets without a judgment. Without a summon/complaint, without a trial, without a judge, absent all jurisdiction and expired statutes of limitation.

Private Settlement Contracts not merged are civil court jurisdiction pursuant to CCP 664.6. On 12/4/2025, Respondent (Plaintiff in civil court) had filed a second civil action case 30-2025-01530857-CU-CO-CJC pursuant to CCP 664.6 to litigate Breach of 7/12/2021 contract [Supp.App.11a].

This would now be the second breach by Def Clark. The first being a breach of 3/21/2016 debt settlement agreement when a 4/17/2018 order to appear was served. And now a second breach of 7/12/2021 contract that specifically states all orders in family court obtained from breach of 3/21/2016 debt settlement agreement are VOID

7. Conflict of Interest Family Law Judge Yolanda Tores Re-Assigned from Family Court to Preside Over Civil Action Challenging Her Orders Issued in Family Court Without Subject Matter Jurisdiction

Judge Tores was reassigned on 5/19/2026 with a direct conflict of interest to oversee the civil matter filed by Petitioner/Respondent in Civil court collaterally attacking orders issued by Judge Yoanda Tores when she was presiding in family court. Judge Tores HAS DENIED THREE PREMPTORY challenges. 8/14/2023, 5/28/2026 and 6/5/2026 addressing direct conflict of interest.

Refusing to disqualify herself and waiting until just 5-days prior to final rulings on two fully briefed motions (Motion for Summary Judgment for breach of 7/12/2021 contract & Motion to Enforce Contract) scheduled for 8/31/2026;

Orange County Superior Court Judge Yolanda Tores was forced to recuse herself, following Petitioner/Defendant lodging an offer of proof of the corruption in family court. [See Order of Recusal 8/26/2026 at Second_Supp.App.1a] for direct conflicts of interest.

Judge Tores at a scheduled motion in civil court to re-consider issuing a re-straining order to the family court she was the JUDGE to cease and desist enforcement of a VOID abstract of judgment she authorized, requested Petitioner/Respondent (Plaintiff) to lodge deposition transcripts confirming proof Petitioner testified Judge Tores contacted her ex-parte orchestrating the instant breach of 7/12.2021 contract as described above,

8. New Judge

The New judge currently re-assigned to civil case has issued order delayed rulings for 5-months, despite being fully briefed and continued all motions to 1/29/2027 [Second_Supp.App.2a] and took critical discovery conference off calendar depriving Plaintiff critical discovery of collusion and fraud against him.

An obvious maneuver by the state to:

1. Delay any rulings past US Supreme Court Panel hearing on 9/28/2026 on the instant matter in hopes the panel denies writ of certiorari, clearing the path to completely disregard the rule of law absent any oversight.

2. The court DENIED Petitioner/Respondent ex-parte application to advance hearing date [Second_Supp.App.4a] to get ruling on fully briefed motions as to not continue delay for 5-months.

9. Request for Judicial Notice Summary Judgment Motion

Appellate respectfully ask the court to take judicial notice of the opposition to the Summary Judgment motion since although a separate civil case, involves the same parties filed pursuant to CCP 664.6 governing private settlement contracts described herein, not merged into family court dissolution judgments. The opposition is fatally flawed. Proving there is no defense or authority to break federal law.

On calendar for 8/31/2026 was the motion for summary judgment for breach of 7/12/2021 private settlement contract NOT MERGED. [Second_Supp.App.9a] is Defendants /Petitioner in family court,

fatal opposition to the summary judgment motion and corresponding reply brief by Petitioner/Respondent (Plaintiff) outlining fatal errors from Plaintiff (Petitioner /Respondent) opposition [Second_Supp.App.26a].

Please take notice for the purposes of this brief the fatal errors in Defendants opposition to motion to enforce private settlement contract are the same as the MSJ, no points and authorities, no admissible evidence in opposition [Second_Supp.App.20a]

Both motions fail to contain memorandum points and authorities. Both motions fail to oppose statements of facts with any admissible evidence. More importantly please take judicial notice of fact #15 if defendants opposition went completely unopposed that states:

#15 "DEFENDANT CLARK BREACHED
THE 7/12/2021 JOINT STIPULATION
EXECUTED IN CIVIL SUPERIOR COURT
BY FILING ABSTRACT OF JUDGMENT,
SERVING PLAINTIFF WITH WRIT OF
EXECUTION AND LEVI FOR \$612, 513.00

Pursuant to CCP 36(a)(3) that states factual admission is officially admitted if the receiving party fails to serve a written answer. This omission (NOW ADMITTED) is on-point to the motion for summary judgment!

10. Performance of Contract

Performance of both the 3/21/2016 and the 7/12/2021 private settlement contracts were again validated by Petitioner (Defendant Clark in Civil case) outlined in Supplemental brief. confirming both contracts survive as private settlement contracts and both

mandate SUBJECT MATTER JURISDICTION, for resolution is CIVIL COURT, NOT FAMILY COURT

11. No Appearance of Any Conflict

If there are not any triable issues of facts remaining, the opposition is fatally flawed, (Virtually non-responsive) and Defendant Clark (Petitioner/Respondent) has validated the contract confirming all orders issued in family court are void, or voidable because they were obtained in Breach of Contract, what possible reason or authority does the court have to intentionally cause catastrophic harm to Respondent and his company by delaying rulings for 5-more months. Especially when family court is continuing to try to enforce a fraudulent abstract of judgment and threatening Respondent with Contempt.

12. Publish Precedent

It is incomprehensible to consider how many unknowing victims fall prey to the loop hole in family court outlined herein across this great country of ours. Precedent is desperately needed with very strict guardrails for prosecuting to the full extent of the law, when corrupt judicial officers, and officers of the court, get caught colluding using the judicial system for their own personal vendetta's against a particular party.

13. Pre-Filing Order

It is a sad day for the reputation of the judiciary when it is proven the Vexatious Litigant who has deliberately refused to let two parties settle so she could extort money, has been the Superior Court Judge, Judge Yolanda Tores. who out of desperation reached out and contacted Respondent/Petitioner

advocated an ex-parte communication, orchestrated a Sham case to extort a settlement, most likely thinking a forced settlement would mask all the judicial corruption. All out of retaliation for naming judicial officers in a district complaint alleging the very judicial misconduct outlined herein. AT ALL TIMES ABSENT ALL JURISDICTION causing all of the underlying litigation

A. Legal Authority

- **Expired Statute of Limitation – An Affirmative Defense**

Because a private settlement contract not merged is treated as a civil contract, the state's civil statute of limitations for written contracts applies strictly. If that timeline has elapsed since the breach occurred, the defendant has an absolute defense. The timeline for the statute of limitation for both the 3/21/2016 contract and the 7/12/2021 contract has elapsed CCP 312-365

- **Significant Development:** New intervening events, the forced recusal of Judge Yolanda Torres have emerged that are critical to the court's decision. Setting aside the issues of subject matter jurisdiction raised in the instant writ of certiorari, Family court is barred as a matter of law assuming subject matter jurisdiction over a private (Civil) contract that has an expired statute of limitation, notwithstanding the conflict of interest now exposed prejudicing Petitioner/Respondent in the instant matters.

- **Interest of Justice:** The new information ensures the court has a complete and accurate picture of why tenured lower Superior Court Judges could find themselves intentionally and willfully breaching their oath of office with malice to retaliate against a parties litigant by orchestrating, conducting a sham case under the perceived protection of a pre-filing order.
- **Fed. R. Civ. P. 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
- **Fed R. Civ. P. 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 (Fed R. Civ. P. 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.

But, in this case, in the lower family court, the presiding judge is not allowing Petitioner/Respondent file any motions to quash or set aside orders issued without subject matter jurisdiction while at all times completely ignoring the mere existence of two executed private settlement contracts not merged.

Improper Tactics: If a party 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*, 63 Cal.4th 91 (Cal. 2016) determined that statutory pre-filing requirements do not apply to an appeal by a self represented vexatious litigant.

B. Based on all the foregoing

1. Proof and testimony of a conflicted judge orchestrating the Breach of 7/12/2021 private settlement contract using the clerk in family court as a weapon to circumvent civil court to support her extortion scheme.

2. Proof and verification of affirmative defense of expired statutes of limitation for the 3/21/2016 private debt settlement agreement, THE, statute of limitation EXPIRED - 3/21/2020

3. Proof and verification of affirmative defense of expired statutes of limitation for the 7/12/2021 private settlement agreement, THE, statute of limitation EXPIRED - 7/12/2025

4. Proof and Verifying Abstract of judgment filed 11/7/2025 was FILED after expired statutes of limitations had all expired

5. Proof and verifying at all times, family court was absent all jurisdiction

- Reservation not made for private settlement contracts in 8/31/2006 judgment
- Both 3/21/2016 and 7/12/2021 survive as private settlement contracts not merged. Pursuant to CCP 664.6 civil court has subject matter jurisdiction



CONCLUSION

Petitioner respectfully ask the U.S. Supreme court as his last line of Defense to insure justice grant the writ of certiorari and order family court to cease and desist, the vicious attacks on Petitioner/Respondent and his company trying to EXTORT Money. Remanding all remaining issues back to civil court, preferable district court because of the federal questions, federal crimes and the unprecedented bias by State Court Judicial Officers.

Respectfully submitted,

/s/ Edward L. Clark, Jr.

Edward L. Clark, Jr.

Petitioner Pro Se

5582 McFadden Ave

Huntington Beach, CA 92649

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September 11, 2026

SECOND SUPPLEMENTAL BRIEF APPENDIX TABLE OF CONTENTS

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Emergence Ex-Parte Application to Advance Hearing Date (August 15, 2026)	Second_Supp.49a

**MINUTE ORDER,
ORANGE COUNTY SUPERIOR COURT
(AUGUST 26, 2026)**

SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE –
CENTRAL JUSTICE CENTER

Judicial Officer Presiding: Yolanda Torres
Dept.: C15 Time: 10:51:00 AM
Clerk: C. CORONA
Reporter/ERM: None
Bailiff/Court Attendant: None
Case No: 30-2025-01530857-CU-CO-CJC
Case Init. Date: 12/04/2025
Case Title: Clark vs. Clark
Case Category: Civil - Unlimited
Case Type: Contract - Other

Event ID/Document ID: 74938920
Event Type: Chambers Work

APPEARANCES

There are no appearances by any party.

The Honorable Judge Yolanda V. Torres hereby
recuses itself from this matter.

The Court recuses itself for the following reason:
To endure the parties' confidence in the impartiality
of the proceedings.

Case is referred to Department C6 for reassign-
ment.

Court orders Clerk to give notice.

**MINUTE ORDER,
ORANGE COUNTY SUPERIOR COURT
(AUGUST 26, 2026)**

SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE –
CENTRAL JUSTICE CENTER

Judicial Officer Presiding: Nico Dourbetas
Dept: C13 Time: 03:27:00 PM
Clerk: S. Hill
Reporter/ERM: None
Bailiff/Court Attendant: P. Maynez
Case No: 30-2025-01530857-CU-CO-CJC
Case Init. Date: 12/04/2025
Case Title: Clark vs. Clark
Case Category: Civil - Unlimited
Case Type: Contract - Other
Event ID/Document ID: 74939500
Event Type: Chambers Work

APPEARANCES

There are no appearances by any party.

This case, having been reassigned to the Hon. Nico A. Dourbetas, the Court rules as follows:

The Motion for Reconsideration (ROA 148) is continued to 01/29/2027 at 9:30 AM in this department.

The Motion to Enforce Settlement (ROA 144) is continued to 01/29/2027 at 9:30 AM in this department.

The Case Management Conference is continued to 01/29/2027 at 9:30 AM in this department.

Second_Supp.App.3a

The Motion for Summary Judgment and/or Adjudication (ROA 90) is continued to 01/29/2027 at 9:30 AM in this department.

The Motion - Other (Relief from Waiver of a Jury Trial) (ROA 230) is continued to 01/29/2027 at 9:30 AM in this department.

The Informal Discovery Conference set for 09/14/2026 at 1:30 PM in Department CM02 is vacated.

Court orders Clerk to give notice.

**MINUTE ORDER,
ORANGE COUNTY SUPERIOR COURT
(AUGUST 31, 2026)**

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE –
CENTRAL JUSTICE CENTER**

Judicial Officer Presiding: Nico Dourbetas
Dept: C13 Time: 01:30:00 PM
Clerk: S. Hill
Reporter/ERM: None
Bailiff/Court Attendant: P. Maynez
Case No: 30-2025-01530857-CU-CO-CJC
Case Init. Date: 12/04/2025
Case Title: Clark vs. Clark
Case Category: Civil - Unlimited
Case Type: Contract - Other
Event ID/Document ID: 74940704
Event Type: Ex Parte
Moving Party: Edward L. Clark, Jr
Causal Document/Date Filed: Ex Parte Application -
Other, 08/27/2026

APPEARANCES

In chambers.

There are no appearances by any party.

Ex-Parte Application to Advance Hearing Date is
requested by Plaintiff.

Opposition is read and considered.

The Court having fully considered the documents
presented, now rules as follows:

Second_Supp.App.5a

The Ex Parte Application is DENIED as not Ex Parte.

The Court orders parties to provide a court reporter at all future hearings.

Court orders Clerk to give notice.

**ABSTRACT OF JUDGMENT,
CIVIL AND SMALL CLAIMS,
ORANGE COUNTY SUPERIOR COURT
(NOVEMBER 7, 2025)**

SUPERIOR COURT OF CALIFORNIA,
COUNTY OF ORANGE

DEBORAH L. CLARK,

Plaintiff,

v.

EDWARD L. CLARK, JR.,

Defendant.

Case Number: 05D000275

1. The ☒ judgment creditor applies for an abstract of judgment and represents the following:

a. judgment debtor's

Name and Last Known Address

Edward L. Clark, Jr.

5582 McFadden Avenue

Huntington Beach, CA 92649

b. Driver's License No and State: ☒ Unknown

c. Social Security No.: ☒ Unknown

Second_Supp.App.7a

- d. Summons or notice of entry of sister-state judgment was personally served or mailed to:

Edward L. Clark, Jr.
17061 Bolero Lane
Huntington Beach, CA 92649

3. Judgment Creditor Name and Address:

Deborah L. Clark
1990 Bahama Avenue
Lake Havasu City, AZ 86403

/s/ Richard D. Brover

Signature of Applicant or Attorney

Date 1/20/2026

6. Total amount of judgment as entered or last renewed:

\$612,513.59

7. All judgment creditors and debtors are listed on this abstract

Order

8a. Judgment entered: 2/26/2019

8b. Renewal entered on: 11/7/2025

11. A stay of enforcement has

a. ☒ Not been ordered by the court.

12a. I certify that this is a true and correct abstract of the judgment entered in this action.

Second_Supp.App.8a

David Yamasa

Clerk of Court

E. Ruvalcaba

Deputy

This abstract issued on:

Jan 28 2026

**DEFENDANTS' OPPOSITION TO PLAINTIFF'S
MOTION FOR SUMMARY JUDGMENT
(AUGUST 5, 2026)**

SUPERIOR COURT COUNTY OF ORANGE

EDWARD L. CLARK, JR.,

Plaintiff,

v.

DEBORAH L. CLARK, RICHARD D. BROVER,

Defendants.

Case Number 01530857 (Filed 12/4/2025)

Hearing Date: August 31, 2026

Time: 1:45 p.m.

Location: Department C15

Before: YOLANDA TORRES, Judge.

**DEFENDANTS' SEPARATE STATEMENT IN
OPPOSITION TO PLAINTIFF'S MOTION
FOR SUMMARY JUDGMENT OR IN THE
ALTERNATIVE SUMMARY ADJUDICATION
FOR SECOND CAUSE OF ACTION
BREACH OF CONTRACT**

Defendants, Deborah L. Clark and Richard D. Brover, by Richard D. Brover, Attorney at Law, provide DEFENDANT'S SEPARATE STATEMENT in response to the "MOTION FOR SUMMARY JUDGMENT OR

IN THE ALTERNATIVE SUMMARY ADJUDICATION FOR SECOND CAUSE OF ACTION BREACH OF CONTRACT.”

INTRODUCTION AND SUMMARY

Plaintiff, Edward L. Clark, Jr. filed a Motion for Summary Judgment or in the Alternative, Summary Adjudication. Immediately following this page are the four (4) pages of Plaintiff's Separate Statement containing 15 numbered items that Plaintiff has asserted are material to Plaintiff's Complaint.

Without exception, all 15 of those items, designated Statement, Evidence and Answer are matters already heard in Family Court, and determined to be of no consequence according to the Court of Appeal, in the “Clark III” decision issued on June 25, 2025. The entire opinion by the Court of Appeal is attached as EXHIBIT “B” to Defendants' Opposition. Expressed another way, whether Defendants agree or disagree is *DOES NOT MATTER*: ALL of the matters have been ruled upon and decided against Plaintiff/Appellant Edward L. Clark, Jr. Reference is also made to the concurrently filed “Declaration of Deborah L. Clark.”

“Plaintiff's first civil case”, # 30-2019-01087758, heard by Judge Gregory Lewis, was dismissed with prejudice by Plaintiff. That civil case is referenced by the Court of Appeal in “CLARK III.” All of the Plaintiff's 15 enumerated purported UNDISPUTED FACTS have been litigated. In all instances, all Courts have ruled against Mr. Clark. (Not provided are the rulings in Mr. Clark's two earlier appeals in the Court of Appeal. Those rulings are referenced in “Clark III.” For these reasons and as set forth below, defendant Deborah L. Clark disagrees with all 15 “Undisputed

Second_Supp.App.11a

Facts.” Again, the Court of Appeal has already ruled on these matters.

August 5, 2026

Respectfully submitted,

/s/ Richard D. Brover
Attorney for Defendants
Deborah L. Clark, and
Richard D. Brover

**SEPARATE STATEMENT OF
UNDISPUTED FACTS**

1. Statement: On 8/31/2006 The parties litigants executed a stipulated money judgment.
Evidence: Clark Decl Ex “1A” 8/31/2006 judgment.
Answer: AGREE / Disagree.
2. Statement: Defendant Clark, Did not renew money judgment by 8/31/2016.
Evidence: No Evidence.
Answer: AGREE / Disagree.
3. Statement: On 3/21/2016 the parties entered and executed a private Debt Settlement Agreement.
Evidence: Clark Dec Ex 1B” 3/21/2016 private Debt Settlement Agreement.
Answer: AGREE / Disagree.
4. Statement: On 4/15/2016 Plaintiff wired Defendant \$1,000,000 pursuant to the terms for full satisfaction in Debt Settlement Agreement.
Evidence: Clark Decl Ex “1E” proof of funds.
Answer: AGREE / Disagree.
5. Statement: On 4/17/2018 Defendant Clark filed an RFQ in family court.
Evidence: Clark Decl Ex “1” RFQ.
Answer: AGREE / Disagree.
6. Statement: On 7/12/2021, the parties entered and executed a joint stipulation while under oath in

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front of the Hon Gregory Lewis a Civil court judge.

Evidence: Clark Ex “2” Joint Stipulation.

Answer: AGREE / Disagree.

7. Statement: On 7/12/2021 the JOINT STIPULATION. both parties agreed the 3/21/2016 contract was valid and enforceable.

Evidence: Clark Ex. “2”.

Answer: AGREE / Disagree.

8. Statement: On 7/12/2021 both parties agreed all orders issued in family court case 05D000275 were issued in Breach of Contract.

Evidence: Clark Ex “2” Joint Stipulation.

Answer: AGREE / Disagree.

9. Statement: Defendant Clark filed a noticed motions in family court to dismiss action three times providing the court both the 7/12/2021 joint stipulation and 3/21/2016 contract.

Evidence: Clark Decl Ex “3” court minutes.

Answer: AGREE / Disagree.

10. Statement: 1. Defendant Clark filed a noticed motion asking the family court to enter settlement documents both the 3/21/2016 Debt Settlement and the 7/12/2021 Joint Stipulation into the record.

Evidence: Clark Decl Ex “4 Def Clark Noticed Motion.

Answer: AGREE / Disagree.

11. Statement: In support of noticed motion requesting the court to enter settlement documents into the

Second_Supp.App.14a

record, Def Clark filed a declaration under the penalty of perjury.

Evidence: Clark Decl Def, Clark Declaration Ex "4".

Answer: AGREE / Disagree.

12. Statement: In support of Def Clark noticed motion to enter settlement documents, she executed a joint request for judicial notice asking the court to take judicial notice of both 7/12/2021 joint stipulation and 3/21/2016 Debt Settlement Agreement.

Evidence: Clark Decl Def Clark Joint RFJ Clark Decl Ex "5".

Answer: AGREE / Disagree.

13. Statement: From the date of entering 3/21/2016 to present, Defendant Clark has never filed a summons/complaint for default or Breach of Contract in Civil Court.

Evidence: No Evidence.

Answer: AGREE / Disagree.

14. Statement: From the date of executing Joint Stipulation to renewing an abstract of judgment, Def Clark has not filed any documents of default or breach of contract pursuant to CCP 664.6 in Civil Court.

Evidence: No Evidence.

Answer: AGREE / Disagree.

15. Statement: Defendant Clark Breached the 7/12/2021 Joint Stipulation executed in Civil Superior court by filing an abstract judgment,

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serving Plaintiff with a writ of execution, and a
Levi for \$ 612, 513.00.

Evidence: see Clark Decl Ex "6" VOID
Abstract of Judgment.

Answer: AGREE / Disagree.

Dated: 4/15/2026

/s/ Edward L. Clark
In Proper

DEFENDANTS' SEPARATE STATEMENT

1. Defendant Deborah L. Clark disagrees, on a technicality: there was a Judgment ENTERED on August 31, 2006, based upon agreement of the parties. (The Judgment is not at issue.)

2. Defendant Deborah L. Clark [hereinafter "defendant Clark"] disagrees that the Judgment of Dissolution was not "renewed;" The Judgment was and is a valid Judgment, which by its terms included an equalization payment in installments payable over the course of 30 years. When the Respondent failed to make payments, defendant Clark returned to the Family Court, in which there was a two-day trial resulting in the FOAH of February 26, 2019, now being enforced.

3. Defendant Clark disagrees. The "Private Settlement Agreement" dated 3/21/2016 was determined at the FOAH and by the Court of Appeal, to be ineffective in changing the terms of the Judgment and as set forth in the FOAH.

4. Defendant Clark disagrees. The sum of \$850,000 was received. Not \$1 million. This was litigated and determined in the Family Court and is set forth in the FOAH. That \$850,000 is also the amount acknowledged by Plaintiff, Edward L. Clark, Jr. in "plaintiff's first civil case", a certified copy of which is attached and referenced above as Exhibit C.

5. Defendant Clark did not "file" an RFO; Defendant Clark SIGNED an RFO. It was filed by someone else. See Declaration filed concurrently.

6. Defendant Clark disagrees. A document entitled "Joint Stipulation" was signed, and ruled by the Court

of Appeal in “Clark III” to be given no legal effect. Judge Gregory Lewis had, twice, stated that the Civil Court would NOT be directing the Family Court. “Clark III” included that in its Opinion as well.

6. Defendant Clark disagrees. The “Joint Stipulation,” irrespective of its content, is a document that is unenforceable as determined in “Clark III” by the Court of Appeal. (Exhibit B)

7. Defendant Clark disagrees. The Joint Stipulation in the Plaintiff’s first civil case was ruled upon by the Court of Appeal in “Clark III.” The Joint Stipulation document is to be given no legal effect. The recitation in that document of “valid and enforceable” is not effective: a Civil Court does not direct a Family Court.

8. Defendant Clark disagrees as in paragraph 7., above. No noticed motions were filed. Defendant Clark did execute documents requested by Respondent. Defendant Clark did not file any of those documents, though they were filed. “Clark III” by the Court of Appeal indicates those filings are to be given no legal effect.

9. Defendant Clark disagrees. RFO’s were filed. Defendant Clark did sign documents at the request of Plaintiff. Defendant Clark denies FILING those documents. See Declaration filed concurrently. Further, the Court of Appeal in “Clark III” ruled those Family Law filings did not effect the validity of the FOAH being enforced.

10. Defendant Clark disagrees, as in paragraph 9, above. RFO’s were filed. Defendant Clark did sign documents at the request of Plaintiff. Defendant Clark denies FILING those documents. See Declaration filed

concurrently. Further, the Court of Appeal in “Clark III” ruled those Family Law filings did not effect the validity of the FOAH being enforced.

11. Defendant Clark disagrees. Defendant Clark did not file a declaration under penalty of perjury. Defendant Clark did file documents at the request of Edward L. Clark, Jr. See Declaration. Also, Opinion by the Court of Appeal: “Clark III.”

12. Defendant Clark disagrees. The joint request to take judicial notice of the 7/12/2021 Joint Stipulation and the 3/21/2016 Debt Settlement Agreement were both ruled upon by the Court of Appeal in “Clark III” as ineffective to change the valid Court Order made by Commissioner Barry Michaelson.

13. Defendant Clark disagrees. There was no need for the filing of a summons/complaint. Petitioner, Deborah L. Clark filed an RFO. There was a two-day trial before Commissioner Barry Michaelson, resulting in the FOAH. The Court of Appeal in “Clark III” already heard, considered, and denied the request of appellant Edward L. Clark, Jr. to invalidate that FOAH.

14. Defendant Clark disagrees. Defendant Clark has not filed any documents of “default” (as asserted by Edward L. Clark, Jr. [[Ignoring that spelling error], there was no need to file a separate civil action for “default or Breach of Contract in Civil Court.” Plaintiff, Edward L. Clark, Jr. did file such a civil action: “plaintiff’s first civil action” in the case heard by Judge Gregory Lewis. That civil case was dismissed with prejudice by Edward L. Clark, Jr. In that civil case, Code of Civil Procedure §664.6 DOES APPLY: the civil case, having been dismissed with prejudice.

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August 5, 2026

Respectfully submitted,

/s/ Richard D. Brover
Attorney for Defendants
Deborah L. Clark, and
Richard D. Brover

**DEFENDANTS' OPPOSITION TO
PLAINTIFF'S MOTION TO
ENFORCE CONTRACT
(AUGUST 5, 2026)**

SUPERIOR COURT COUNTY OF ORANGE

EDWARD L. CLARK, JR.,

Plaintiff,

v.

DEBORAH L. CLARK, RICHARD D. BROVER,

Defendants.

Case Number 01530857 (Filed 12/4/2025)

Hearing Date: August 31, 2026

Time: 1:45 p.m.

Location: Department C15

Before: YOLANDA TORRES, Judge.

**DEFENDANTS' OPPOSITION TO MOTION
REQUESTING COURT TO ENFORCE PRIVATE
SETTLEMENT CONTRACT DATED 7/12/2021
PURSUANT TO CCP 664.6. DEEM ALL
REQUESTS FOR ADMISSIONS ADMITTED
CODE OF CIVIL PROCEDURE SECTION
2033.280; DECLARATION, ATTACHMENTS**

COME NOW defendants, Deborah L. Clark and
Richard D. Brover, by Richard D. Brover, Attorney at

Law, in response to the Plaintiff's "MOTION REQUESTING COURT TO ENFORCE PRIVATE SETTLEMENT CONTRACT DATED 7/12/2021 TITLED "JOINT STIPULATION TO SETTLE CASE" PURSUANT TO CCP 664.6. DEEM ALL REQUESTS FOR ADMISSIONS ADMITTED) . . . etc." as follows.

Edward L. Clark, Jr. in his Motion has made TWO requests. In the second of the two requests, on page 6, Edward L. Clark, Jr. asserts:

"A defendants attorney's choice to refuse to oppose a noticed motion to show cause, when given an opportunity to admit or deny the allegations is defendants last chance to explain their actions. Failure to do so all requests for admissions are deemed admitted, allowing the Court to proceed with the enforcement of the private debt settlement agreement" [spelling, grammar and typographical errors in original]

Plaintiff then lists as a heading:

**REQUESTS FOR ADMISSIONS
DEEMED ADMITTED**

by Defendant Clark

Plaintiff, Edward L. Clark, Jr. next indicates:

"from MOTION FOR OSC FILED Jan 30, 2026"

All of the requests and motions filed by Mr. Clark have been denied by the Court. That January 30, 2026, filing was heard on an *ex parte* basis on February 2, 2026 . . . and again on May 13, 2026. This Court denied Edward L. Clark, Jr. any relief, respectively, by Judge Strickroth and Judge Oberholzer in this case.

Plaintiff lists various numbered items in what sounds to be a discovery motion. The description cites California Code of Civil Procedure §2033.280 which deals with Requests for Admission.

Plaintiff DOES NOT ALLEGE that defendant Deborah L. Clark failed to respond to Requests for Admission. Requests for Admission were promulgated by Mr. Clark. Timely responses were provided. Plaintiff does NOT indicate otherwise. Instead, Mr. Clark attached a number of documents with one solitary “Declaration” consisting of two pages, on the second page making reference to *enforcement* of the Family Law Judgment in case number 05D000275. Nothing more; No reference to a lack of Responses to Requests for Admission. (Please see attached Declaration, Attachment “A”)

Edward L. Clark, Jr., has filed an unsupported discovery Motion designated as such by him. Discovery sanctions should be imposed upon Plaintiff for such a filing.

As to the FIRST part of the Plaintiff’s Motion:

Plaintiff’s MEMORANDUM POINTS AND AUTHORITIES. page 3 of his Motion, references:

- “A. The . . . Debt Settlement Agreement dated 3/21/2016 is . . . valid . . .”
- B. The 3/21/2016 contract is enforceable
- C. . . the family law minute order issued 10/12/2018 on case 05D000275 . . . is NOT ENFORCEABLE.. THEREFORE VOID,

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- D. Defendant Breached the 3/21/2016 contract . . .” [spelling and grammar from original]

ALL of these matters were decided in various Courts. Reference to only one Court is necessary to respond to all of the Mr. Clark’s allegations: the decision by the Court of Appeal entered on June 25, 2025, a copy of which is attached as Attachment “B”.

- A. The issue of the “Debt Settlement Agreement” was litigated and determined to be unenforceable by the Court of Appeal.
- B. The Court of Appeal opinion determined that the 3/21/2016 document was not an enforceable contract.
- C. The assertion of “not enforceable, therefore void.” referencing the Minute Order issued 10/12/2018, was litigated. The Court of Appeal ruled against Mr. Clark. (The FINDINGS AND ORDER AFTER HEARING was *based* on that Minute Order. That FOAH was actually filed on February 26, 2019, and is now being enforced.)
- D. The alleged Breach of Contract was litigated and that purported *contract* was determined to be unenforceable by the Court of Appeal.

Mr. Clark’s reference to the “Joint Stipulation to Settle Case” is misplaced. The so-called “Joint Stipulation” filed by Mr. Clark, was in case number 30-2019-01087778 which was dismissed with prejudice. Only the first nine pages of that 70+ page complaint are attached as Attachment “C.” That “Joint Stipulation” matter was addressed. The Court of Appeal determined that the “Joint Stipulation” filed

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in Mr. Clark's earlier civil case could not be applied to deny enforcement of the Family Law Judgment and the FOAH of February 26, 2019.

Mr. Clark's reference to CCP§664.6 by Mr. Clark is incorrect. It IS better suited to Mr. Clark's 2019 Civil Complaint 30-2019-01087778. Mr. Clark DISMISSED that civil case, in which he was seeking DECLARATORY RELIEF, asserting BREACH OF CONTRACT, and a "REQUEST STAY OF EXECUTION." These include the SAME causes of action alleged in the pending complaint. All of these issues were resolved by the Court of Appeal in its opinion of June 25, 2025. The reference to CCP §664.6 IS appropriate, but in a different context:

The 2019 Civil Court case by Mr. Clark was dismissed with prejudice. A certified copy of that dismissal is Attachment "D." That Court did NOT reserve jurisdiction. A dismissal with prejudice was filed, i.e. that case was over on July 20, 2021, the date of the dismissal.

The 'companion' Motion also on calendar for August 31, 2026, is Plaintiff's Motion for Summary Judgment/Summary Adjudication. It references the SAME "contract" already sued upon and dismissed in the 2019 civil complaint. That case is specifically referenced in the Court of Appeal decision. The 'interesting' part is that Mr. Clark has clearly regurgitated his earlier pleadings on the FACE PAGE of the companion Motion: Mr. Clark indicates "Complaint filed: August 2, 2019". That August 2, 2019, date IS the date of the civil case filed by Mr. Clark that he dismissed with prejudice: Attachment "E."

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Plaintiff should be awarded no relief whatsoever.
Plaintiff should be sanctioned.

August 5, 2026

Respectfully submitted,

/s/ Richard D. Brover
Attorney for Defendants
Deborah L. Clark, and
Richard D. Brover

**PLAINTIFF REPLY OUTLINING
FATAL ERRORS IN MOTION FOR
SUMMARY JUDGMENT
(AUGUST 15, 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 BROVER,

*Defendants—an
Individual and
in professional
capacity.*

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

Hearing Date: August 31, 2026

Time: 1:45 p.m.

Location: Department C15

Before: YOLANDA TORRES, Judge.

**PLAINTIFF REPLY TO DEFENDANT
OPPOSITION TO PLAINTIFF PARTIAL
MOTION FOR SUMMARY JUDGMENT OR IN
THE ALTERNATIVE SUMMARY
ADJUDICATION FOR SECOND CAUSE OF
ACTION BREACH OF CONTRACT
MEMORANDUM POINTS AND AUTHORITIES
IN SUPPORT THEREOF; STATEMENT OF
UNDISPUTED FACT**

**[INCORPORATED HEREIN BY REFERENCE;
CONCURRENTLY FILED OBJECTIONS TO
INADMISSABLE EVIDENCE; MOTION TO
ENFORCE 7/12/2021 CONTRACT]**

Please take notice Plaintiff files the instant reply brief under continued protest being forced to proceed in front of Judge Yolanda Tores with a direct conflict of interest further outlined herein.

Judge Tores has been implicated by Defendants as the source (reason) defendants breached the 7/12/2021 contract at issue in the instant Motion to ENFORCE CONTRACT. Defendants have exposed a fraud and extortion scheme orchestrated by judge Yolanda Tores, in abuse of her power as a Superior Court Judge, and for the sole purpose of extorting a settlement from Plaintiff in an effort to give the appearance family court had subject matter jurisdictions, when she was presiding Judge in family court, to avoid personal liability from her actions as presiding Judge for case 05D000275

The aggregates conflict of interest and exposure to judicial misconduct allegations and potential personal liability makes it impossible for Judge Yolandas Tores to be impartial or rule in Plaintiff favor without

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incriminating herself in alleged federal questions regarding judicial misconduct, obstruction of justice, denial of due process and authorizing bank fraud when she was presiding in underlying family court.

Judge Yolanda Tores was assigned to preside over the instant civil case that Plaintiff filed pursuant to CCP 664.6 in his effort to defend himself from a rogue family court judge, Judge Yolanda Tores. Judge Tores assigned herself to preside over the instant matter in an effort to control the outcome, since a favorable outcome for Plaintiff exposes Judge Tores abuse of power in family court absent all jurisdictions. and Judge Tores has been given multiple opportunities to recuse herself with multiple CCP 170.1 motions to disqualify herself. Judge Tores refused to properly comply and refer CCP 170.1 motion request to another judge review her conflicts.

Consequently, now exposure to the conflict she created is at issue in the instant motion for Summary Judgment. Judge Tores faces a critical decision. Either comply with the laws that govern statutes of limitations, private settlement contracts under CCP 664.6 and grant the instant motions in front of the court for summary judgment, or in the alternative, continue to obstruct justice with malice denying motion when there are no triable issues of facts pending. Either decision exposes her to judicial misconduct that includes fraud on the court, abuse of power, abuse of process and approving bank fraud.

The only issue is whether or not, now that she inserted herself to preside over the instant matter in civil court and refused to recuse herself, is if she continues to fulfill her promise to Defendants to deny all

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motions regardless of the law, thereby continuing to obstruct justice with malice.

It is hard to comprehend that in the United States, no doubt, Communism has taken over the Orange County Judicial Branch of California, where our rights under the fifth and fourteenth amendment ratified in 1868, states:

that no state shall “deprive any person of life, liberty, or property, without due process of law.”

doesn't apply when it comes to judges using the power and authority of Superior court as a judicial shield to break Federal Law, obstruct justice in abuse of power trying to control the outcome of a case.

Notwithstanding ignoring the undisputable material fact the statute of limitation for written contract entered 7/12/2021 had expired 7/12/2025 before Judge Tores orchestrated the plan to extort a settlement while presiding over family court matter and coordinated the meeting between Defendants to file a fraudulent abstract of judgment in Breach of 7/12/2021 private settlement contract not merged.

At issue in the instant motion is whether or not Judge Tores ignores the law to continue her sham effort to try to protect herself and cover up judicial misconduct, or does she follow the rule of law, grant instant motion, because the law says she must dismiss as a matter of right when the statute of limitation is expired and there are no triable issues of fact. And when all elements for Summary Judgment are legally met, absent any admissible evidence in opposition filed by defendants. Thus, in either case exposing her misconduct in family court.

Or does she instead, abuse her power as a Superior Court Judge, continue her ex-parte promise made to Defendants, deny all motions without any supporting authority, triable issues of fact, or admissible evidence, confirming defendant Brover reason for not dismissing action was based on her promise to (“Run Interference”, told by Def. Richard Brover) from legal and criminal liability through the utilization of the pre-filing order she issued in family court designating Plaintiff (respondent in family court) a vexatious litigant.

The pre-filing order issued without subject matter jurisdiction in family court, by Judge Yolanda Torres was in an effort to prevent Plaintiff (Respondent in Family Court) from defending himself exposing the fact she is breaking Federal Law.+

[...]

MEMORANDUM POINTS AND AUTHORITIES

A. Argument

The instant Summary Judgment motion is specific to Defendants breach of the 7/12/2021 private settlement agreement. *No other issue is in front of this court.* The convoluted opposition fails to offer any evidence in opposition to what is therefore undisputed material facts that defendants breached the 7/12/2021 private contract by filing of an abstract of judgment, and served Plaintiff with a writ of execution and a Levy for \$612, 513.

Please take Judicial Notice: Defendants opposition is fatally flawed and non-responsive:

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1. Defendants failed to oppose or offer any authority or admissible evidence to Statement of Fact #15 opposing the fact that states:

“Defendant Clark breached the 7/12/2021 joint stipulation executed in Cicil Superior Court by filing an abstract of judgment, serving Plaintiff with a writ of execution and a Levi for \$612, 513.00”

2. The statute of limitation to file/summons complaint on 7/12/2021 PRIVATE SETTLEMENT contract expired 7/12/2025 before the abstract of judgment was filed 11/17/2025. A summons/ Complaint has never been filed as of this date.
3. SUBJECT MATTER JURISDICTION over 7/12/2021 private SETTLEMENT CONTRACT not merged pursuant to CCP 664.6 MANDATES civil court.
4. Defendants opposition to SJM is fatally flawed, non-responsive. Failed to provide:
 - a. *Memorandum Points and Authorities.*
 - b. *Failed to provide any legal authority explaining why Defendant didn't breach the 7/12/2021 contract and*
 - c. *failed to establish any triable issues of fact remaining specific to Defendants Breach of 7/12/2021 Contract. and*
 - d. failed to comply with requirements under CCP 437c and CRC Rule 3.1350 by failing to provide any admissible evidence to prove the truth of the matter specific to Defendants

“BREACH” of a written contract entered
7/12/2021

e. . . .

B. Omission of Memorandum Points and Authorities Is Critical and FATAL to Defendants Opposition

5. Court Rules: Under rules like California Rules of Court Rule 3.1113 and parallel federal/state guidelines, *an opposition must be supported by a memorandum* explaining the legal basis and citing relevant statutes and cases.
6. Implicit Admission: Courts interpret the total absence of points and authorities as a concession that the moving party has no valid legal foundation for opposing summary judgment.

Under standard court rules, *leaving out this legal brief* is treated as an admission that the opposition lacks merit, leading to an outright denial and granting summary judgment in favor of Plaintiff.

7. Defendant failed to comply with California Rule 3.1350 with a responsive document that mirrors the moving party format while noting which facts are contested and adding any new material facts.
8. Egregious violations: Massively disorganized, excessively long, or completely non-compliant separate statements (such as failing to use the required two-column format or *omitting line-and-page evidence citations*) doom a party's papers.

9. Statutory authority: Under California Code of Civil Procedure Section 437c, a failure to comply with separate statement requirements can be treated by the court as a sufficient ground to deny a summary judgment motion or treat facts as undisputed

C. Concurrently Filed Objections To Non-Admissible Evidence

Plaintiff concurrently files and incorporates herein by reference, his objection to Defendants references to inadmissible evidence that reference a family court order and unpublished opinions on the merits of void orders issued by the fourth appellate district on family law matter and references to an order in 2019 civil case

There is no foundation or authentication establishing outside nonpublished opinions as official reliable records under the rules of evidence. They contain inadmissible legal conclusions or lay incompetent lay expert opinion. The opinions and references to orders of another court is hearsay. And a VOID judicial order is a legal nullity that cannot be used to prove the truth of the matter asserted or establish material facts. Notwithstanding, Def Stipulation that Commissioner Michaelson is not a judge, and stipulated a stipulation was not needed.

Under California law, an un-published appellate opinion (even If it was not VOID on its face for lack of subject matter jurisdiction) cannot be cited or relied upon in any other action, meaning it cannot be offered for the truth of the matter asserted to prove that a separate order is void or to establish jurisdictional facts in a collateral attack.

A court order in a different case, is a written statement made by a judge out of court and is typically offered to prove the truth of the facts recited inside it. This makes it inadmissible hearsay under rules like Federal Rule of Evidence 802 or California Evidence Code § 1200, because the opposing party cannot cross-examine the issuing judge.

While a court can take judicial notice of the existence of another court's order (that a specific ruling was made on a certain date), it cannot take judicial notice of the truth of the factual findings or evidentiary statements contained within that order.

Please take judicial notice the only references made in opposition to the instant motion for summary judgment for breaching the 7/12/2021 contract are references to inadmissible hearsay evidence outlined in objections concurrently filed. No other evidence is offered.

Concluding Defendants have not offered any proof opposing the undisputable material fact that filing an abstract of judgment, a writ of execution and serving Plaintiff with a levy for \$612, 513.00 over 4-years after fully executed 7/12/2021 private settlement contract (ie expired statute of limitation) is in fact a "BREACH OF CONTRACT".

D. Admissions to Statement of Fact

Failing to oppose a statement of facts results in the admission those facts are not disputed for this instant MSJ specific to defendants breach of the 7/12/2021 contract

**NO RESPONSE TO SEPERATE STATEMENT
#15: ADMISSIONS BY DEFENDANTS**

“DEFENDANT CLARK BREACHED THE
7/12/2021 JOINT STIPULATION
EXECUTED IN CIVIL SUPERIOR COURT
BY FILING AN ABSTRACT JUDGMENT,
SERVING PLAINTIFF WITH WRIT OF
EXECUTION AND LEVI FOR \$612, 513.00.

Effects of Failing to Respond

- Undisputed Status: The court will treat the moving party’s asserted facts as undisputed because the opposing party failed to comply with procedural rules requiring a proper evidentiary response. The instant motion for summary judgment should be granted in favor of plaintiff on this fact alone
- Summary Judgment Impact: If those undisputed facts successfully prove or disprove the necessary legal elements of the case, the moving party wins the summary judgment motion.
- Separate Statement of Facts 1-15: Shall all be deemed admitted resulting from fatally flawed opposition with Defendants failing to provide any legal authority in support of their opposition.

**E. CCP § 337, 4-Year Statute of Limitation
Applies to 7/12/2021 Private Contract**

A court must grant a summary judgment motion if the expiration of the statute of limitation to enforce or file an action is indisputable and no legal exceptions

apply, because no genuine issue of material fact remains for trial.

- Matter of law: The judge decides the case using the time limit rule as a matter of law.
- Case dismissal: The court ends the lawsuit in favor of the moving party.
- The court should grant summary judgment on this fact alone in favor of Plaintiff

In the instant matter, there is no dispute both parties entered and executed a private contract 7/12/2021 the family court refused to merge. The 4-year statute of limitation pursuant to CCP § 337 expired 7/12/2025, BEFORE THE ABSTRACT OF JUDGMENT WAS FILED. The abstract of judgment filed in Breach of 7/12/2021 filed in family court without subject matter jurisdiction was filed 11/17/2025. 4-months after statute of limitation expired.

In California, unrefuted or undisputed material facts warrant granting summary judgment under California Code of Civil Procedure § 437c, subdivision (c), which mandates that a motion “shall be granted if all the papers submitted show that there is no triable issue as to any material fact and that the moving party is entitled to judgment as a matter of law”.

Defendant 1) failed to oppose undisputed facts, 2) FAILED TO provide a memorandum points and authorities citing any authority in opposition, 3) failed to CITE admissible evidence in opposition. Highlighting unrefuted material facts must be treated as undisputed under governing procedural rules under California Code of Civil Procedure CCP § 437c, meaning

the court should grant those facts established and grant judgment if the legal threshold is met.

Please take judicial notice the most important material fact #15 was left unanswered because there is no opposition. California Code of Civil Procedure CCP § 437c, unrefuted material facts must be treated as undisputed

F. Key Requirements for Granting Motion:

- No Triable Issue: The plaintiff must show that both sides agree on all facts that matter legally, or that the defendant has no evidence to back up a defense.
- Entitled to Judgment: the established facts must clearly show the plaintiff wins under the governing contract law.
- Viewed in Defendant's Favor: The judge will review all evidence and papers in the light most favorable to the defendant (the opposing party) before making a choice.
- Material vs. Immaterial: A minor or unimportant disagreement between the parties will not stop the motion; the disputed fact must be legally relevant and capable of changing the outcome of the case
- Concession of Facts: Under local and procedural rules, any material fact not explicitly controverted with "SPECIFIC EVIDENTIARY CITATIONS" in the defendants opposition separate statement is deemed conceded and undisputed. {SEE #15}

- Insufficient Denials: Argument that is merely general denials, or argument with our specific citations to the record, or re-asserting unverified pleadings fail to create a genuine issue of material fact.
 - Shifting Burden Remains Met: Because moving party met its initial burden and the non-moving party (Defendants) failed to set for the specific “ADMISSABLE FACTS”, showing a triable issue, the legal standard for summary judgment is FULLY SATISFIED.
 - Request to Treat as Established: Plaintiff respectfully requests the court treat unopposed facts as undisputed and enter summary judgment in favor of Plaintiff.
- G. Appellate Non-published Opinions is Non-Admissible Evidence to Prove the Truth of the Matter in a Different Case**
- General Prohibition: California Rule of Court 8.1115, a court or party may not cite or rely on an un-published opinion in any other separate civil action
 - No Truth/Persuasive Value: It cannot be used as substantive evidence or binding/persuasive precedent to establish the “TRUTH OF THE MATTER” regarding whether a courts order is legally void
 - Hearsay and Judicial Notice Limits: Even if an unpublished order is viewed merely as a public record or an official action of another court, modern appellate practice (such as in Hernandez v. Restoration Hardware, Inc.)

strongly rejects attempts to bypass the no-citation rule by asking a court to take judicial notice of an unpublished opinion's underlying merits or factual findings for use in a separate case

A court order is a written statement made by a judge out of court and is typically offered to prove the truth of the facts recited inside it. This makes it inadmissible hearsay under rules like Federal Rule of Evidence 802 or California Evidence Code § 1200, because the opposing party cannot cross-examine the issuing judge.

While a court can take judicial notice of the existence of another court's order (that a specific ruling was made on a certain date), it generally cannot take judicial notice of the truth of the factual findings or evidentiary statements contained within that order.

It is improper and a violation of court rules for a party to reference or rely on unpublished appellate opinions or external court orders from a separate case without formally requesting judicial notice.

- The No-Citation Rule: Under state guidelines such as California Rules of Court, Rule 8.1115, unpublished opinions from appellate divisions generally must not be cited or relied upon by parties or courts in any other separate action.
- Judicial Notice Requirement: A court cannot simply take facts or legal conclusions from outside case files or external records unless a proper Request for Judicial Notice (under statutes like Evidence Code § 452) is filed, served, and granted.

- The “Void on its Face” Exception Nuance: While an order or judgment that is genuinely void on its face can sometimes be attacked collaterally, the existence of that separate judicial order and its legal effect still must be brought into the current record via proper evidentiary procedure rather than casual or unverified assertion.
- California State Courts: Under California Rules of Court, Rule 8.1115, unpublished local opinions or uncertified appellate orders *must not be cited or relied upon*.

Rules of Engagement

- Unpublished Opinions: Strictly prohibited from being used as persuasive legal authority unless it fits rare narrow exceptions (such as *res judicata*, collateral estoppel, or law of the case directly involving the same parties).
- External Court Orders: Requires an official Request for Judicial Notice with certified copies of the outside court documents attached so that the opposing party has a fair opportunity to object.
- Procedural Fairness: Presenting outside “evidence” or unverified rulings without moving for judicial notice violates basic due process because it relies on matters outside the current case record
- Opinions on the Merits of Void Orders are VOID: Plaintiff objects to the reference to appellate order on the merits of VOID

orders as they are a legal nullity VOID on their face.

H. The Private Settlement Contract 7/12/2021 Meets All Statutory Requirements of CCP § 664.6

- Signed writing: The agreement contains the signature of both parties and their counsel of record, satisfying statutory prerequisites.
- Meeting of the minds: The opposition incorrectly claims a lack of material terms; the attached agreement explicitly details every obligation, AGREEMENT, and release.
- No modification: The court is not creating new terms, but merely enforcing the exact bargain struck by the parties themselves.
- 7/12/2021 Contract Survives as Private Settlement Contract: This fact is undisputed as there is no opposition to the fact both parties worked together trying to get Judge Yolanda Tores in Superior Court and the Appellate court to merge into the record to settle the case and at all times Judge Yolanda Tores refused. [SEE Exhibit "A"]

I. Defendants Concession to Bank Fraud Resulting from Breach of Contract

Plaintiff provided two demands to Defendants to return illegally stolen money from Plaintiff bank account using illegally obtained Levy authorized by Judge Yolanda Tores utilizing a fraudulent abstract of judgment issued in a court without subject matter jurisdiction. Attached hereto as [Exhibit "B"] is confirmation the stolen funds were returned. Although the

funds were returned, the federal crime was still committed.

J. Conclusion

Based on the foregoing, Plaintiff respectfully ask the court to grant summary judgment in favor of Plaintiff. on the allegation for Breach of Contract

Respectfully Submitted

/s/ Edward L. Clark Jr
In Proper

Date: 8/15/2026

**PLAINTIFF OBJECTIONS
TO INADMISSIBLE EVIDENCE
(AUGUST 15, 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 BROVER,

*Defendants–an
Individual and
in professional
capacity.*

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

Hearing Date: August 31, 2026

Time: 1:45 p.m.

Location: Department C15

Before: Hon. STRICKROTH, Judge.

**PLAINTIFF OBJECTIONS TO EVIDENCE
SUBMITTED IN SUPPORT OF
DEFENDANTS OPPOSITION TO MOTION
FOR SUMMARY JUDGMENT**

MEMORANDUM POINTS AND AUTHORITIES

The only evidence offered, despite being a fatally flawed opposition filed by defendants in opposition to Plaintiff partial motion for summary judgment, are references to a family law-un-published appellate opinion on the merits of VOID orders issued in family court without subject matter jurisdiction and a court order issued in a separate civil case, both of which is inadmissible evidence, not relevant to whether or not defendants breached a lawfully entered contract dated 7/12/2021

It is improper and a violation of court rules for a party to reference or rely on unpublished appellate opinions or external court orders from a separate case without formally requesting judicial notice or establishing an explicit exception like *res judicata*.

Res-judicata is not applicable. Defendant Richard Brover has stipulated to the undisputed fact a summons /complaint has never been filed/served challenging the execution of 7/12/2021 private contract, by Def Deborah Clark. Def Clark validated the contract with her notice to Superior Court and the Court of Appeal. See Exhibit "A" with filing three separate times plus an additional motion asking Judge Tores to enter 7/12/2021 settlement document into the record.

Plaintiff respectfully objects and moves the court to exclude the evidence and strike the testimony

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- Hearsay-The statement is an out-of-court remark offered to prove the truth of the matter asserted, but the person who said it is not on the stand to be cross-examined.
- Relevance-The information has no logical tendency to prove or disprove any fact of consequence in the case.
- Lack of Foundation-The opposing side has not proven that a witness or physical item is qualified or authentic enough for the evidence to be reliable.
- The No-Citation Rule: Under state guidelines such as California Rules of Court, Rule 8.1115, unpublished opinions from appellate divisions generally must not be cited or relied upon by parties or courts in any other separate action.
- Judicial Notice Requirement: A court cannot simply take facts or legal conclusions from outside case files or external records unless a proper Request for Judicial Notice (under statutes like Evidence Code § 452) is filed, served, and granted.
- The “Void on its Face” Exception Nuance: While an order or judgment that is genuinely void on its face can sometimes be attacked collaterally, the existence of that separate judicial order and its legal effect still must be brought into the current record via proper evidentiary procedure rather than casual or unverified assertion.

- California State Courts: Under California Rules of Court, Rule 8.1115, unpublished local opinions or uncertified appellate orders must not be cited or relied upon.

Rules of Engagement

- Unpublished Opinions: Strictly prohibited from being used as persuasive legal authority unless it fits rare narrow exceptions (such as *res judicata*, collateral estoppel, or law of the case directly involving the same parties).
- External Court Orders: Requires an official Request for Judicial Notice with certified copies of the outside court documents attached so that the opposing party has a fair opportunity to object.
- Procedural Fairness: Presenting outside “evidence” or unverified rulings without moving for judicial notice violates basic due process because it relies on matters outside the current case record
- Opinions on the Merits of Void Orders are VOID: Plaintiff objects to the reference to appellate order on the merits of VOID orders as they are a legal nullity VOID on their face.

OBJECTIONS

Objection #1: sustained/overruled

Page 2 prg 2 reference to Court of Appeal, in the Clark III decision issued June 25, 2025

Grounds for Objection:

The reference is hearsay, lacks foundation

California Rule of Court 8.1115(a) prohibits
citing or relying on unpublished opinions

A request for judicial notice from defendants
is not in front of the court

Objection #2: sustained/overruled

Page 2 prg 3 reference to civil case 30-2019-
01087758 order issued and references discussed in
Appellate court Clark III

Grounds for Objection:

The reference is hearsay, lacks foundation

California Rule of Court 8.1115(a) prohibits
citing or relying on unpublished opinions

A request for judicial notice from defendants is
not in front of the court

Objection #3: sustained/overruled

#2, #3, #4, #5, #6, #7, #8, #9, #10, #11, #12,
#13, and #14

All references to Family Court FOAH of Feb-
ruary 26, 2019, Appellate opinion referenced
as Clark III, and references to 2019 civil
court case.

Grounds for Objection:

The reference is hearsay, lacks foundation

California Rule of Court 8.1115(a) prohibits
citing or relying on unpublished opinions

A request for judicial notice from defendants is
not in front of the court

Second_Supp.App.48a

Respectfully Submitted

/s/ Edward L. Clark Jr

In Proper

Date: 8/15/2026

**EMERGENCE EX-PARTE APPLICATION TO
ADVANCE HEARING DATE
(AUGUST 15, 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 BROVER,

*Defendants–an
Individual and
in professional
capacity.*

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

RESERVATION MADE FOR:

Hearing: August 31, 2026

Time: 1:30 p.m.

Location: Department C13

Before: Hon. NICO DOURBETAS, Judge.

**EMERGENCE EX-PARTE APPLICATION TO
ADVANCE HEARING DATE**

**TO THE HONORABLE JUDGE NICO
DOURBETAS; DEFENDANTS AND THEIR
ATTORNEYS OF RECORD;**

PLAINTIFF, hereby moves the court for emergency ex-party motion to advance hearing date for motion for summary judgment, motion to enforce private settlement contracts, and motion request for reconsideration.

Plaintiff has made three attempts by way of email to Defendants to Richard Brover, two-emails 8/26/2026 and one email 8/27/2027 at 8:34 am requesting a stipulation to advance hearings dates since all have been fully briefed.. Asked for a response by 9am. The request has gone unanswered.

I. Relief Requested

Moving Party Plaintiff hereby moves this court ex parte for an emergency order advancing the hearing date on its 1. Motion For Summary Judgment, 2. Motion To Enforce Settlement Contract, 3 Motion for Reconsideration (HEREINAFTER MOTIONS) from 1/29/2027 to the earliest available date on the Court's calendar.

Furthermore, Plaintiff respectfully requests the court to allow his motion to compel discovery from Defendants to proceed so as to not incur further delays obtaining critical discovery from defendants.

II. Grounds for Ex Parte Relief – Good Cause Exist

This emergency action is necessitated by exceptional circumstances outside Moving Party's control, creating severe undue prejudice

1. Sudden Recusal: On 8/26/2026, just three days prior to the original scheduled fully briefed hearing scheduled for 8/31/2026, the Honorable Yolanda Torres recused herself due to severe conflict of interest resulting from a direct conflict of interest and the cause of the underlying breach of contract cause of action

2. Because the statutory notice requirements for a Motion for Summary Judgment (MSJ) have already been met and the delay is entirely due to administrative reassignment

3. The delay will cause severe, irreparable prejudice and financial damages

4. Extreme Delay: Upon reassignment to this department, the fully briefed MSJ hearing was continuously delayed by 5-months. from 8/31/2026 to 1/29/2027 on August 27, 2026 due to a reassignment to a new court.

5. No Triable Issues: The Opposition filed by non-moving party is fatally flawed. It contains no points and authorities and fails to oppose the Separate Statement of Facts with any admissible evidence. More importantly failed to respond to fact # 15 that states:

“Defendant Clark Breached the 7/12/2021 joint stipulation executed in Civil Superior Court by filing abstract of judgment, serving Plaintiff with Writ Of Execution and Levi for

\$612,513.00”

The admission is deemed admitted by the court under California Code of Civil Procedure 36(a)(3) that states a factual is officially admitted if the receiving party fails to serve a written answer or objection within 30-days, is on-point to the instant motion for summary judgment.

6. Prejudice: Delaying a legally unopposed, dispositive motion by 5-months forces the moving party to incur unnecessary litigation expenses, anxiety, possibly forcing moving party to bankrupt him self personally, catastrophically effecting his National Company he is the Chief Executive Officer responsible for financial support. The prejudice is unmeasurable at this point delaying final resolution where no factual dispute exists and there are no triable issues.

7. Keeping the current hearing date 1/29/2027, not only is catastrophic for Plaintiff, but waste judicial resources because the opposition failed to file required documents, the oppositions are legally unopposed.

- a. Complete Waiver of Opposition: defendants' failure to file a memorandum of points and authorities constitutes an admission that THE INSTANT MOTIONS have merit. Failing to file an opposition memorandum is deemed a waiver of oral argument and consent to granting the motion.
- b. Admission of All Material Facts: Because the defendants failed to respond to Plaintiff separate statement of facts, all facts presented in Plaintiff moving papers are now deemed undisputed for the purposes of the motion.

- c. Judicial Economy and Resource Preservation: A continued hearing date is meant to allow for the resolution of disputed issues. Since no legal or factual dispute has been raised, keeping the distant hearing date wastes the court's calendar space and forces unnecessary delays.
- d. Prejudice to Plaintiff: The current delay harms ONLY PLAINTIFF (e.g., compounding financial damages, delaying final resolution, or forcing the client to incur unnecessary ongoing litigation costs).
- e. No Need for Further Briefing: The matter is already fully briefed. The defendants had their opportunity to respond and failed to comply with statutory requirements, meaning no further time or discovery is required to resolve the motion.

III. Memorandum of Points and Authorities

A. The Court Has Discretionary Authority to Manage Its Calendar to Prevent Injustice

Under CCP § 128(a) the courts possess inherent power to control their dockets and amend orders to further justice. An ex parte application to advance a hearing is proper when a party demonstrates urgency, irreparable harm, or severe prejudice if forced to wait for the regular motion calendar.

B. Legal Right to a Hearing:

Plaintiff MSJ was timely filed under California Code of Civil Procedure Section 437c. California appellate courts hold that trial courts cannot refuse or

unreasonably delay a timely filed MSJ due to internal scheduling or calendaring conflicts

C. Clear Prejudice and Extraordinary Circumstances Justify Immediate Relief

Here, the case is effectively at a standstill because of a last-minute judicial refusal. Moving Party did nothing to cause this delay. Forcing a party to wait an extra five months for a ruling on a dispositive motion that is already fully briefed violates principles of judicial economy.

D. All three motions; 1. The Motion for Summary Judgment; 2. The Motion To Enforce Contract and 3. The Motion For Reconsideration are Legally Unopposed

The extraordinary delay is exponentially more prejudicial because the Non-Moving Party's opposition is non-existent in substance. Non-Moving Party failed to file:

1. A Memorandum of Points and Authorities supporting their position.
2. A response to the Moving Party's Statement of Material Facts.

Under CA Rule 3.1350, failing to dispute the moving party's statement of facts deems those facts admitted for the purpose of the motion. Because there are no material facts in dispute and no legal opposition raised, the MSJ is a matter of law. Keeping this case active for an additional five months serves no legal or equitable purpose.

OVERVIEW – REQUEST FOR JUDICIAL NOTICE

In Support of the instant request, Plaintiff respectfully move the court to please take judicial notice of Defendants oppositions to Motion for Summary Judgment and opposition to motion to enforce contract, and judicially notice Defendants failure to provide memorandum points and authorities and/or offer any admissible evidence in opposition to the statement of facts.

1. The instant docket Defendants opposition to Motion For Summary Judgment Docket #263 and Separate Statement in support thereof. and Plaintiff Reply Brief Docket #306 with corresponding objections filed for all references to non-admissible evidence

2. Docket #273 Opposition to Motion to Enforce Contract and Plaintiff Reply #308 and corresponding Objections requesting the court to strike references to non-admissible evidence

Failing to provide a memorandum of points and authorities or to oppose a statement of facts in response to a summary judgment motion is a critical, near-fatal error, but courts do not grant the motion automatically by default without checking if the moving party has met its legal burden

LEGAL BURDEN OF PROOF

Prior to recusing herself for her conflicts of interest, Judge Yolanda Torres requested an offer of proof of deposition testimony whereby Defendants revealed the instant Breach of 7/12/2021 Contract was caused by Judge Yolanda Torres herself through ex-parte contact with Defendant Deborah Clark.

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The offer of proof filed is attached hereto as Exhibit "A" that caused Judge Torres to recuse herself and proving the following:

1. Family Court did not reserve jurisdiction over private settlement contracts "NOT MERGED" therefor lost jurisdiction
2. The 4/17/2018 RFO filed in family court was issued in Breach of 3/21/2016 private settlement contract "NOT MERGED"
3. The 4/17/2018 RFO in family court was filed and served without subject matter jurisdiction over private settlement contracts
4. The 7/12/2021 private settlement contract was lawfully entered, executed in front of a superior court judge, valid and enforceable.
5. Defendant attorney was not even retained until after the statute of limitation for 7/12/2021 private settlement contract expired.
6. Defendant Brover stipulated a Summons and Complaint has never been served to litigate either the 3/21/2016 or the 7/12/2021 private settlement contracts.
7. Defendant Brover testified the abstract of judgment he filed was based on an order issued by a Commissioner not authorized by way of stipulation to be a judge.
8. The testimony verifies at all times family court was absent all jurisdiction
9. DEFENDANTS HAVE ADMITTED THEY BREACHED THE 7/12/2021 CONTRACT BY FAILING TO OPPOSE STATEMENTS

OF UNDISPUTED FACTS AND FAILURE
TO OFFER ANY ADMISSABLE EVIDENCE
IN OPPOSITION.

DAMAGES

Plaintiff has been forced to front two battles simultaneously at a great expense of time and money since an RFO was issued 4/17/2018 absent all jurisdiction, trying to defend himself from an Extorsion Scheme IN FAMILY COURT to take and cease his money and assets without due process in violation of all constitutional protections under the law with unauthorized enforcement Of a VOID Abstract of judgment in family court absent all jurisdiction, while collaterally attacking in the instant matter pursuant to CCP 664.6

The extent of the extortion scheme has been to delay at every possible turn to give family court time to execute a void abstract of judgment completely ignoring two fully executed private settlement contracts Judge Yolanda Tores refused to merge into the family court record.

The undisputable material facts in evidence is attached in Exhibit C to the attached offer of proof. of both parties trying to settle case, only to understand now why Judge Tores refused to let the parties settle. Only to have Judge Tores reach out years later ex-parte with promises to protect with issuing a prefiling order to orchestrate the instant extortion scheme explains why she refused to let the parties settle to begin with so she could use a case she refused to close for the purpose of Extorting money.

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With exposing a criminal extortion scheme in family court weaponizing the clerical function to renew an abstract of judgment creating a second judgment on a case no longer at issue since 3/21/2016. Believing they could force a settlement by filing illegal liens and levis while threatening to take everything Plaintiff owns including destroying his company, before he could ever see a civil case thru to the end.

With two fatally flawed oppositions, Defendants failing to provide any points and authorities, or any admissible EVIDENCE, Plaintiff nightmare THAT STARTED WITH RFO ISSUED 4/17/2018 IN FAMILY COURT ABSENT ALL JURISDICTION IGNORING A FULLY EXECUTED Debt Settlement agreement NOT MERGED was to conclude on 8/31/2026.

Any continuance of even one more day presents undue prejudice and financial burden on Plaintiff only. Plaintiff is currently running his company without any further ability to procure funds to run his company because of unlawful abstract of judgment, writ of execution and Levi filed against him by Defendants intentionally destroying his credit and reputation as a senior executive. Using the threat of total destruction as a means to extort money.

Maliciously Using family court to weaponize the clerical duty of a court clerk who renewed an abstract of judgment, because defendants intentionally concealed from the court clerk the true status of the judgment and the existence of two fully executed private settlement contracts to circumvent the civil process, has caused catastrophic damages to Plaintiff, his reputation, his credit and has put his company financial security at risk freezing his ability to do any banking.

Plaintiff has fought for his life, weathering all delays and obstacles put in front of him and was 4-days from a final resolution with hearing scheduled for 8/31/2026. Plaintiff cannot withstand any further delays, emotionally, physically, or financially. preventing a resolution on the instant matter without any triable issues or any type of defense from Defendants.

**VACATING - DISCOVERY MOTION TO
COMPEL ALTERNATIVE – SOLUTION**

In the event the court is compelled to continue even 1-day the ruling on the MSJ or Motion to enforce contract, considering the catastrophic impact and prejudice to Plaintiff, Defendants failure to oppose statements of facts in MSJ and motion to enforce contract are the same facts requested in OSC, therefore the failure to oppose statements of facts, the court has authority

issue since 3/21/2016. Believing they could force a settlement by filing illegal liens and levis while threatening to take everything Plaintiff owns including destroying his company, before he could ever see a civil case thru to the end.

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Maliciously Using family court to weaponize the clerical duty of a court clerk who renewed an abstract of judgment, because defendants intentionally concealed from the court clerk the true status of the judgment and the existence of two fully executed private settlement contracts to circumvent the civil process, has caused catastrophic damages to Plaintiff, his reputation, his credit and has put his company financial security at risk freezing his ability to do any banking.

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**VACATING-DISCOVERY
MOTION TO COMPEL**

ALTERNATIVE-SOLUTION

In the event the court is compelled to continue even I-day the ruling on the MSJ or Motion to enforce

contract, considering the catastrophic impact and prejudice to Plaintiff, Defendants failure to oppose statements of facts in MSJ and motion to enforce contract are the same facts requested in in OSC, therefore the failure to oppose statements of facts, the court has authority under California Code of Civil Procedure 473(c) to deem uncontested material facts as admitted supporting a decision by the court to issue a restraining order to both defendants and the family court to cease and desist enforcement of void abstract of judgment in family court, ordering family court to vacate all calendared items for lack of subject matter jurisdiction over private settlement contracts pursuant to CCP .6.

Furthermore, the attached offer of proof, under exhibit C demonstrates, Deborah Clarks request to dismiss to the court. Shows why the pre-filing order issued by judge Yolanda Tores was a Sham because this court can see both parties litigants were working together appealing

Judge Tores orders denying both parties their right to settle case. Hardly the definition of a vexatious litigant when Plaintiff was merely appealing the orders because Defendant Clark (Petitioner on lower court) couldn't afford to appeal herself.

Plaintiff respectfully ask the court to include in Restraining order, ordering family court vacating the prefiling order, the VOID abstract of Judgment, liens and Levy against Plaintiff

CONCLUSION

For the foregoing reasons, Moving Party respectfully requests that the Court grant this emergency

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motion and advance the hearing on the Motion for Summary Judgment, The Motion

To Enforce Contract and on the Motion for Reconsideration, issue a restraining order to

Defendants and the family court to cease and desist enforcement of Void orders the family court is absent all jurisdiction to the earliest possible date.

Dated: August 27, 2026

Respectfully Submitted

/s/ Edward L. Clark Jr

Plaintiff

In Proper