

OCT - 4 2026

OFFICE OF THE CLERK

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GAIL WIGGAN, IN PRO PER

UNITED STATES SUPREME COURT

GAIL WIGGAN

Plaintiff(s),

vs.

INTERINSURANCE EXCHANGE OF THE
AUTOMOBILE CLUB ET AL,

Defendant(s).

United States Supreme Court No:

Superior Case No.: 22STCV228415
C/W 22STCV28591

Court of Appeals Case:
B349460 U3

California Supreme Court Case No(s):
S294905

MOTION FOR STAY

DATE: (date of hearing)
TIME: (time of hearing)
DEPT: (department number)

Judge: (name of hearing judge)
Dept: (department number)
Action Filed: (date)
Trial Date: (Date or Unassigned)

Let this serve as a Motion to Stay arbitration, and all lower court proceedings, orders in Court of Appeals and Superior Court pursuant to:

1. US Supreme Court Rule 23: 1. A stay may be granted by a Justice as permitted by law
2. Additionally (as per Google)
 - **California Rules of Court 3.515:** Governs motions for a stay, requiring a memorandum and declarations establishing the facts.
 - **Rule 8.112 & 8.824 :** Governs stays of enforcement of a judgment or order pending appeal.
 - **Code of Civil Procedure § 923:** Authorizes a reviewing court (including the Supreme Court) to stay proceedings during an appeal to preserve the status quo.

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6 **MEMORANDUM OF POINTS AND AUTHORITIES**

7 **I. Plaintiff asserts Constitutional right to a fair, impartial the trial and speedy trial**

- 8 1. Plaintiff asserts that the plaintiff did not receive a fair, impartial, and speedy trial. A Judge
9 by his decisions, indecisions, has the ability to shape a case.
- 10 2. Plaintiff asserts the same rights to a speedy trial, in a civil case as afforded to other case
11 types.
- 12 3. Google AI states that “ A fair and impartial trial is a fundamental principle of justice,
13 ensuring that all parties involved are treated equally and without bias. This means that the
14 judge, jury, lawyers, and witnesses must be free from prejudice or favoritism”
- 15 4. Google AI states “In civil cases, the U.S. Constitution primarily protects the right to a fair
16 trial through the Seventh Amendment, which guarantees a jury trial in federal courts for
17 certain disputes, and the Fourteenth Amendment's Due Process Clause, which extends these
18 rights to state courts”
- 19 5. Plaintiff asserts that she has not received a fair and impartial trial thus far
20

21 **II. Plaintiff has brought two actions (two cases 22STCV28415 and 22STCV28591) against**
22 **parties Interinsurance Exchange of the Automobile Club, American Credit Acceptance LLC,**
23 **SafeGuard Products International LLC, etc**
24

25 6. On 7/5/2022, Plaintiff filed, RDB -Case 22CMSC00523, at Compton Courthouse, Small
26 Claims court

27 7. Approximately 30-60 days after the filing in Small Claims Court against RDB, Plaintiff filed
28 the case against American Credit Acceptance, Interinsurance Exchange of the Automobile

1 Club and Safeguard Products LLC for claims originating from and or arising out of the same
2 accident on 7/10/2021.

3 8. On 8/31/2022, CASE 22STCV28415 was filed at Stanley Mosk for Civil Rights.
4 Discrimination to Judge Tamzarian

5 9. On 9/02/2022, CASE 22STCV25591, was submitted to Stanley Mosk but assigned to Spring
6 Street Courthouse for Motor Vehicle – Personal Injury Property Damage, and handled by
7 another judge.

8 10. Cases 22STCV28415 and 22STCV28591 were deemed related on or around 7/9/24

9 11. Cases 22STCV28415 and 22STCV28591 were consolidated on or around 8/12/24

10 12. The two actions (cases) arise out of issues surrounding Breach of Contract and Fraud
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13 **III. Breach Of Contract**

14 13. Interinsurance Exchange of Automobile Club is in contract with the plaintiff, Ms Wiggan.

15 14. Interinsurance Exchange of Automobile Club is not in contract with American Credit
16 Acceptance or SafeGuard Products LLC

17 15. Thus no controversy exists, as Interinsurance Exchange of Automobile Club is legally
18 obligated by contract to pay Ms Wiggan for damages resulting from the accident

19 16. Plaintiff argues that the stay afforded to AAA (Interinsurance Exchange of Automobile
20 Club) pending the arbitration was in error.

21 17. If the Insurance companies, who have failed to honor their contractual obligation would pay
22 Ms Wiggan. Ms Wiggan could then pay off the clear title

23 18. The entire purpose of car insurance is in the event that someone is an accident the Insurance
24 company and the Gap Insurance would pay would make

- 25 • Car Insurance company such as AAA ensures up to ACV
 - 26 • Gap Insurance company such as Safeguard Products above ACV
- 27
28

1 19. However, the insurance companies, Interinsurance Exchange of the Automobile Club and
2 SafeGuard products are in Breach of Contract and are withholding the payments due to Ms
3 Wiggan

4 20. In addition to withholding payments, AAA (Interinsurance Exchange of the Automobile
5 Club) is in Breach of Contract for offering to pay a reduced amount in relation to salvage
6 value.

7 21. Nothing in the contract allows or stipulates that AAA (Interinsurance Exchange of the
8 Automobile Club) can reduce the amount payable to plaintiff, Ms Wiggan, by salvage
9 amount.

10 22. American Credit Acceptance is refusing to accept a reduced payment.

11 23. If AAA (Interinsurance Exchange of the Automobile Club) and Safeguard just paid what
12 they were contractually obligated to do, the Ms Wiggan could provide the full payment.

13 24. Additionally, American Credit Acceptance wants the full payment, (wants to dictate that Ms
14 Wiggan not keep her car).

15 25. There are several consumer protection laws say that this is unethical and illegal to collect
16 full payment from insurance companies and deprive the consumer of the product (car).

17 26. Additionally, the Judge (whether it be Tamzarian or Pfahler) can not pick and choose which
18 part of the contract or which part of a contract the Judge chooses to uphold

19 27. To selectively pick and choose contracts to uphold and which parts or contracts not to
20 uphold is a form of discrimination and shapes the case unfairly and inequitably for Plaintiff
21 Ms Wiggan

22 28. Discrimination is the unequal, unfair treatment of parties (of a protected class- race, gender,
23 etc)

24 29. A contract exists that says SafeGuard Products is contractually obligated to pay Ms Wiggan
25 for GAP insurance. The amount of Gap Insurance owed is the amount of the loan above
26 ACV).

27 30. The judge can not ignore SafeGuards contractual obligation to pay Ms Wiggan

28 i. There is no controversy here, it is clearly written in contract.

- 1 ii. The judge can not attempt to dismiss the contractual obligation for
2 SafeGuard Products to pay the monies owed to Ms Wiggan, above ACV
3 Actual Cash Value, by way of demurer
- 4 iii. SafeGuard Products failure to pay Ms Wiggan is a breach of contract
- 5 31. A contract exists that says Interinsurance Exchange of Automobile Club's is contractually
6 obligated to pay Ms Wiggan
- 7 i. The judge can not ignore Interinsurance Exchange of Automobile Club's
8 contractual obligation to pay Ms Wiggan.
- 9 ii. There is no controversy here, no confusion, it is clearly written in contract
- 10 iii. Interinsurance Exchange of Automobile Club's failure to pay Ms Wiggan is a
11 breach of contract
- 12 1. Interinsurance Exchange of Automobile Club's introduction or
13 imposing of Salvage Fees or payment of ACV less (or minus)
14 salvage value was not in contract and thus a Breach of Contract. The
15 Salvage Fees are Hidden Fees which are illegal
- 16
- 17 • The judge can not attempt to dismiss Interinsurance Exchange of Automobile Club's
18 contractual obligation to pay monies owed to Ms Wiggan, consisting of ACV-
19 Actual Cash Value (in a manner cleverly cloaked under stay due to proclaimed
20 controversy -pending arbitration)
- 21 • The Judge can not only enforce an arbitrational clause and ignore all the other
22 aforementioned contractual obligations of the other parties-this is discrimination
- 23 i. To force arbitration, puts the cart before the horse. The matter of
24 Interinsurance Exchange of Automobile Club's indebtedness or Contractual
25 obligation to Ms Wiggan must be settled first.
- 26 ii. There is no controversy, Interinsurance .Exchange of Automobile Club's
27 clearly does not owe American Credit Acceptance. Interinsurance Exchange
28 of Automobile Club is not in contract with American Credit Acceptance

1 iii. Interinsurance Exchange of Automobile Club owes Ms Wiggan. It is a
2 Breach of Contract if and when , Interinsurance Exchange of Automobile
3 Club issues payment to anyone other than the plaintiff.

4 iv. Once Interinsurance Exchange of Automobile Club's and SafeGaurd Product
5 pays Ms Wiggan and this issue is settled. Ms Wiggan, can address any
6 obligations to American Credit Acceptance.

- 7 • American Credit Acceptance can not refuse payment from Ms Wiggan

10 **IV Fraud**

12 32. Additionally so many faults exist with the valuation of the vehicle done by Interinsurance
13 Exchange of Automobile Club, the insurance company also known as AAA evaluation of
14 Ms Wiggan's Vehicle, that the plaintiff asserts that the insurance company, Interinsurance
15 Exchange of Automobile Club's vehicle valuation is of a allegedly of a fraudulent nature.

16 33. First of all general rule, to determine the Total Loss of a vehicle, a figure called the Actual
17 Cash Value must be determined and utilized. California Vehicle Code § 544 defines a "total
18 loss salvage vehicle" as one that is wrecked, destroyed, or damaged to the extent that it's
19 uneconomical to repair. Some insurance companies may also use a percentage threshold
20 (e.g., 75-80% of ACV) as a guideline. "

21 34. Secondly, Interinsurance Exchange of Automobile Club did not use the Actual Cash Value
22 but instead used Based Vehicle Value to deem the car a total loss. The fraud arises when
23 Interinsurance Exchange of Automobile Club used the **Base Vehicle Value** as opposed to
24 the Actual Cash Value to the determine the plaintiffs vehicle a total loss. There is a big
25 difference between the two figures Actual Cash Value vs Base Vehicle Value.

26 35. Thirdly, Interinsurance Exchange of Automobile Club are in Breach of Contract when they
27 issue a payment of Actual Cash Value minus Salvage Deduction as Defendant was promised
28 Actual Cash Value in contract

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7 **V Larceny**
8

9 36. It is wrong and unjust for American Credit Acceptance to attempt to withhold the release of
10 title by refusing payment from Insurance companies

11 37. Per an excerpt from email from AAA (Interinsurance Exchange of the Automobile Club)

12 ----- Forwarded message -----

13 From: **Chapman.Stacey** <Chapman.Stacey@aaa-calif.com>

14 Date: Tue, Nov 30, 2021 at 1:02 PM

15 Subject: FW: AAA CLAIM 014770273

16 To: Gail Wiggan <gailwiggan@gmail.com>

17 Hi Gail,

18 We reached out to the lender and this is what we have been told.

19 The loan payoff amount is \$25,915.23 .

20 The lender is still not willing to accept the salvage retention payment from us ...

21 38. AAA (Interinsurance Exchange of the Automobile Club) needs to pay the full Actual Cash
22 Value to Ms Wiggan

- 23 • Payable to Ms Wiggan (Not lender, American Credit Acceptance)
- 24 • The full payment of ACV Actual Cash Value(not a Salvage Retention Payment) is
25 payable to Ms Wiggan

26 39. The Plaintiff will need to verify the loan pay off amount, but if the Loan Pay off amount
27 payable to American Credit Acceptance amount is still \$25,913.23 (as mentioned in the
28

1 above email and if the Actual Cash Value of the car is \$15,598, then the Gap Insurance
2 owed would be \$10,317.23.

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6 40. Once AAA Interinsurance Exchange Of the Automobile Club pays the insurance 15598 and
7 SafeGuard Products pays Gap Insurance pays the 10317.23 it owes, Ms Wiggan can they
8 pay off the loan

9

ACV Payable to Ms Wiggan by AAA- Interinsurance Exchand	\$ 15,598.00
Gap Insurance Payable to Ms Wiggan by SafeGuard	\$ 10,317.23
If Loan PayOff Amount to ACA_American Credit Acceptance	\$ 25,915.23

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13 41. Arbitration is futile pointless if Safeguard and AAA – Interinsurance Exchange of the
14 Automobile Club has not paid their part.

15 42. The Demurrer by SafeGuard is an attempt to rob Ms Wiggan the plaintiff of the Contractual
16 duty owed to her by SafeGuard Products

17 43. For this reason Ms Wiggan, motions a stay on the Amended Complaint/ Demurrer process,
18 because no Complaint will be good enough, the evaluation of a complaint is arbitrary (and
19 changes via the eyes of the beholder)

- 20
- 21 • If the eyes of the beholder those that read it are biased and read with discriminatory
22 intent then the complaint will never be good enough
 - 23 • If the eyes of the beholder or those that read it have reading comprehension issues and or
24 the language barriers that then the complaint will be hard to comprehend
 - 25 • If the eyes of the beholder – simply want to get the upper hand or cheat by way of
26 demurrer- to attempt to escape contractual duties then the complaint will never be good
27 enough
- 28

44. It is wrong and constitutionally unjust for AAA(or Interinsurance Exchange of the Automobile Club) to try and bully, force, or manipulate Plaintiff, Ms Wiggan, out of her title to car and right to property (by asking her to sign over the title)

45. The following is an email where AAA is evidence of the coercion exhibited by AAA Interinsurance Exchanges exerts to obtain title:

From: **Delaine.Ashley** <Delaine.Ashley@aaa-calif.com> Date: Tue, Aug 10, 2021, 10:58 AM
Subject: RE: AAA CLAIM 014770273 VEHICLE VALUATION AND SETTLEMENT To:

Gail Wiggan <gailwiggan@gmail.com>

Good Morning Gail Wiggan,

We just spoke on the phone. I have attached a copy of the supplemental repair estimate for your vehicle. The repair costs exceed the threshold of repair.

I have also contacted your lienholder AMERICAN CRDT ACPT LLC and received the payoff amount for your loan totaling \$24,505.62, It has been determined that you owe more on your loan than the value of your vehicle. You are responsible for any balance due if the amount is not sufficient to cover what you owe.

You may have "GAP" insurance on your vehicle, this coverage is normally offered by your lienholder, you would need to file a claim directly with them. If you have "GAP" it could over the difference still owed to AMERICAN CRDT ACPT LLC.

I spoke with Joy Johnson with AMERICAN CRDT ACPT LLC, she confirmed that you do have Gap insurance. If you release the vehicle to AAA, your GAP insurance will apply and will cover the remaining balance on your loan. If you are choosing to retain the salvage on the vehicle your GAP insurance will not apply and you will need to speak with AMERICAN CRDT ACPT LLC directly to discuss your payment options for paying the remaining balance on your loan.

I encourage you to reach out to AMERICAN CRDT ACPT LLC to confirm if you will have to pay your upcoming payment, this will ensure your credit will not be affected negatively.

Not Retaining - Releasing to AAA

\$15,598.00 Actual cash value

\$1,481.81 Sales tax 9.500% LOS ANGELES

\$218.00 Registration/title fees

\$(1,000.00) Deductible

\$16,297.81 Total Settlement

\$16,079.81 Payable to Lien Holder : AMERICAN CRDT ACPT LLC

\$218.00 Payable to owner: GAIL C A WIGGAN

Retaining- Keeping Vehicle Salvage

\$15,598.00 Actual cash value

\$(6,738.00) Salvage bid

\$841.70 Sales tax 9.50% LOS ANGELES

\$23.00 Transfer fee

\$(1,000.00) Deductible

\$8,724.70 Total Settlement

\$8,724.70 Payable to Lien Holder: AMERICAN CRDT ACPT LLC

\$- Payable to owner: GAIL C A WIGGAN

Please note that if you are unable to replace your vehicle with a comparable vehicle for the gross settlement amount within thirty-five (35) days after receiving the final settlement check, you may contact the undersigned to request the file to be re-opened.

THE LAST DAY OF STORAGE 08/11/2021, THE LAST DAY OF RENTAL AAA WILL COVER FOR YOUR VEHICLE WILL BE 08/10/2021 YOU WILL BE RESPONSIBLE FOR STORAGE AND RENTAL CHARGES THEREAFTER.

If keeping the vehicle you must:

- Repair the vehicle on your own, at your own leisure (AAA will not be involved in repair process)
- Speak with AMERICAN CRDT ACPT LLC and coordinate your payment options to pay the remaining balance on your loan (GAP Insurance does not apply)
- Submit your vehicle for a brake and light inspection via the California Highway Patrol.
- Retitle your vehicle with a Salvage Title via the California DMV (you cannot process this via AAA offices, please make appointment after 2 ½ -3 months from closing claim).

A couple things to keep in mind:

- While AAA does insure salvaged vehicles, your premium will likely increase.
- A salvage title will diminish your vehicles value.

If you are releasing the vehicle:

- I will email the required DMV documents that will release your liability from the vehicle and allow me to order your check.
- Visit The Bodyshop and retrieve your belongings and let them know it's okay for AAA to pick up the vehicle, once this is done please let me know so I can coordinate the pickup of the vehicle.

If you are releasing the vehicle (please inform me on if you'd like to release or

retain the vehicle), you will be receiving another email shortly via AssureSign, which will invite you to login and sign the electronic DMV transfer documents. Your password to access the documents is 2013 and you will need to sign your name first and last name only in all CAPITAL LETTERS, PLEASE SIGN AS: "GAIN WIGGAN"

Once the documents are completed, they will be returned to my email and I will be able to proceed with the settlement.

If releasing the vehicle to AAA, I will now begin the process in paying your Lien Holder in the amount of **\$16,079.81** good through 08/25/2021 with a daily per diem of \$18.14 thereafter. I will be preparing some documents to send over to AMERICAN CRDT ACPT LLC. Once I receive signed DMV transfer documents from you, and the Letter of Guarantee from your lienholder I will issue their payment.

If you would like to remove your vehicle from your policy please call Insurance Services at 800-924-6141

Thank you for your time. Please either give me a call or reply back to this email with any questions and or concerns you may have.

Sincerely,

AshleyDelaine ClaimsRepresentative Office: 310-217-5207 I Fax: 714-641-4114

Email: delaine.ashley@aaa-calif.com

Manager: Jynyvy Scott Phone Number: 310-217-5244

"We're always with you"

1 Helping you every step of the way, I am responsible for your overall satisfaction

2 Interinsurance Exchange of the Automobile Club

3
4 46. AAA (Interinsurance Exchange of Automobile Club) is in no position to bargain Gap Insurance,
5 the applicability of the Gap Insurance Contract . AAA (Interinsurance Exchange of Automobile
6 Club)has no authority to do so

7 47. AAA (Interinsurance Exchange of Automobile Club) can not reduce ACV by Salvage Value if
8 the plaintiff retains the car

9 48. AAA (Interinsurance Exchange of Automobile Club)can not coerce the plaintiff out of her title
10 of right to property(car) through the manipulation or the :

- 11 • withholding of payment,
- 12 • withholding of Salvage Value from Plaintiff
- 13 • withholding of repairs (through inflated estimates)
- 14 • withholding of Gap Insurance

15 49. In truth, for AAA(Interinsurance of the Automobile Club) any withholding such as mentioned
16 above(salvage retention fee) , is not only wrong, but a manipulative form of larceny and Breach
17 of Contract, because AAA(Interinsurance of the Automobile Club) promised Actual Cash
18 Value(ACV)

19 50. When AAA(Interinsurance of the Automobile Club) works with other companies, such as
20 Highway Patrol, RDB (repair shop) , American Credit Acceptance(lender), SafeGuard Products
21 (Gap Insurance), Carmax (Dealership), AAA(American Arbitration Association), mafia ties
22 and/or governmental influences to accomplish extortion by forcing Ms Wiggan, the plaintiff out
23 of her title , and property, for profit is Racketeering.

24 51. Racketeering, UDAAP and the Dodd Frank Act laws come in to play when the perpetrators of
25 such crimes are repeat offenders and or offences and when a group of agencies corroborate to
26 defraud deceive. Everyone knows that a resale value of a cars parts are greater value the parts
27 assembled together in whole. Apparently there is now a market for the resale of salvaged
28 vehicles and or the repair of cars deemed total loss but not reported as salvaged. Thus new chop

shop like schemes rackets, not only target stolen vehicles but also target vehicles being repaired through insurance. With the backing or corroboration of insurance companies, car parts are stolen and if deemed a total loss many agencies stand to gain.

52. Similar to extortion, "Larceny is defined as unlawfully taking property from someone else with the intent to deprive them of it." www. Justia.com offense

53. Per Google AI Overview: Coercion is the act of using threats, pressure, or other forceful means to compel a person to perform an action or to submit to a situation against their will. This can range from severe physical force, such as threats of serious harm, to more subtle but still harmful tactics like emotional manipulation, guilt, or the abuse of power to achieve compliance.

54. Many individuals stand to profit from the deprivation of my vehicle and all of the other countless people this has happened to.

55.

56. Often many of these individuals have become ruthless in the pursuit of profit. Plaintiff's most recent car was hit and totaled out on the day Plaintiff submitted an appeal to the Ca Supreme Court in August 2025 and other events Plaintiff do not name here. It was an intentional hit.

57. As we talk more and more people in my community and across the entire United States are having cars hit, totaled out and taken away from them in the same manner as AAA and ACA are attempting to take the Plaintiff's property. They the victims feel they too are left with little or no options to retain their car or their property.

58. These cars are being stripped and pried out of the hands of hardworking people simply for profit.

59. Per Google : Supreme Court Rule 23 governs stays, allowing a Justice to temporarily suspend the enforcement of a lower court judgment if legally permitted. Applicants must show irreparable harm, a likelihood of prevailing on the merits, and that the public interest favors the stay.

1 60. Are these relationships or connections Mafia related? I do not know, but it is definitely a
2 team of individuals who know each other and are working together to achieve an alleged
3 agenda.

4 61. What is the agenda? Who knows but this double billing and hidden fees in the form of
5 Salvage Fees could be going to fund the economies of other countries in the BRICS alliance
6 or line the pockets of Billionaires or boost GDP or Mafia related activities for specific
7 states, or all of the above.

8 62. It is a subtle but coordinated effort. Please note that ;“Racketeering is a set of illegal
9 activities aimed at commercial profit that may be disguised as legitimate business deals.
10 Racketeering is defined by a coordinated effort by multiple people to repeatedly earn a
11 profit. Typically, by fraud, extortion, bribery, threats, violence, or other illegal means.”
12 [https:// www.law.cornell.edu Wex](https://www.law.cornell.edu/Wex)

13 63. Unruh Civil Rights Act prohibits discrimination by businesses(also see Venue lass CCP
14 395 for venues Unruh Retail Installment Sales (CC 1804.1) and the Rees-Levering Motor
15 Vehicle Sales and Finance (CC2983.7)

16 64. **VI. Plaintiff has filed to recuse Judge Stephen P Pfahler through Peremptory challenge**
17 **due to biases**

18 65. Judge Pfahler denied the peremptory challenge

19 66. The Plaintiffs case at its core challenges the way Insurance and other companies unethically
20 do business.

21 67. Judge Pfahler background is one that gives him some form of insight, but also makes him in
22 a sense “one of the guys”, among the defendants

23 68. This ‘One of the guys’ involvement, places Ms Wiggan the plaintiff as the odd man/woman
24 out or the odd man/woman looking in

25 69. Judge P Pfahlers past work experience at certain firms pose a conflict of interest Judge P

26 70. Pfahlers’ Work History

- 27 • pursuant to Daily Journal is as follows:
28

1 □ In 2006, Judge Stephen P Pfahler was appointed to Los Angeles County Superior
2 Court as Judge by Arnold Schwarzenegger.

3 □ 2003-2006 Pfahler serves as City attorney of South Pasadena

4 □ 2005-2006 Judge Pfahler served as City Attorney of Rolling Hills Estates

5 □ 2003 Judge Pfahler served as Assistant City Attorney of Calabasas

6 □ 1995-2005 Judge Pfahler as Assistant city attorney of Rolling Hills Estates

7 □ 2000-06 Judge Pfahler served as Partner Bannan Green Frank & Terzian

8 □ 1995-2000 Judge Pfahler served as an Associate at LeBeouf Lamb Green &
9 MacRae

10 □ 1990-1995 Judge Pfahler served as an Associate at Adams Duque & Hazeltine •
11 https://dailyjournal.com/judicial_profile/10655

12
13 71. Historical aspects of Pfahler's former job at Adams, Duque & Hazeltine

- 14 • □ -LOS ANGELES, March 13— Richard M. Nixon's affiliation with the law firm of
15 Adams, Duque & Hazeltine, was announced here today. It is a long-established firm
16 which confines its work to individual and corporate civil cases, with no criminal
17 work. Its clientele includes some of the nation's largest concerns, ranging from
18 insurance to construction.
- 19 • The Adams of the firm name is Earl C. Adams of suburban San Marino. He is a
20 long-time friend of the former Vice President, and alphabetically, headed the list of
21 seventy-four contributors to the \$18,000 "assistance" fund used by Mr. Nixon, which
22 was a major issue in the 1952 Presidential campaign.

23
24 72. Historical aspects of Pfahlers former job ,LeBoeuf, Lamb, Greene & MacRae

- 25 • □ Green's practice primarily consists of defending insurance companies with regards
26 to contract disputes, employment matters and claims of bad faith.(
27 <https://labusinessjournal.com/news/ballard-spahr-continues-stretch-west-with-office>)
28

- 1 • □ From its beginnings in 1929, LeBoeuf, Lamb, Greene & MacRae was known for
2 its representation of energy and public utility companies, and from 1965, when it was
3 selected as U.S. counsel for Lloyd's of London, it became a preeminent law firm
4 advising insurance companies. It was this that led to the opening of the London
5 office in 1978. The firm was founded by Randall J. LeBoeuf Jr., who was born in
6 Albany, New York, in 1897. While still in solo practice in 1929, LeBoeuf became
7 general counsel to Niagara Hudson Power Company and the Aluminum Company of
8 America (ALCOA). As his workload increased, LeBoeuf recruited his friend Bill
9 Winston from an Albany law firm to form the partnership LeBoeuf & Winston on
10 October 7, 1929, just before the U.S. stock market collapsed. Within six months, the
11 new partnership had established itself at 15 Broad Street, New York City, where it
12 shared offices with Niagara Hudson Power. Donald Greene was a partner as well,
13 and made a strong stand in the firm □ Horace Lamb joined the partnership in 1934 to
14 enhance its expertise in a wider variety of legal matters. Characterized as an
15 aggressive litigator, Lamb came to the firm after working for the Antitrust Division
16 of the U.S. Department of Justice as well as in private practice. Lamb soon become a
17 name partner at the firm.
- 18 • □ In 1952 Adrian C. Leiby, a former clerk to U.S. Supreme Court Justice Harlan
19 Fiske Stone, left his position at the firm of DeForest & Durr to join LeBoeuf, which
20 was renamed LeBoeuf, Lamb & Leiby. Leiby brought with him 20 years of
21 experience in corporate securities and finances.
- 22 • □ Anticipating the creation of the Atomic Energy Commission to regulate the new
23 civilian use of fission plants, LeBoeuf opened its first branch office in 1952 in
24 Washington, D.C. to help utilities license nuclear plants.
- 25 • □ One of the nation's top public utility lawyers, Cameron F. MacRae Jr., joined the
26 firm from Whitman Ransom, in 1958. The following year, Randall LeBoeuf became
27 the special assistant attorney general representing New York in a water rights dispute
28 over the amount of Great Lakes water that could be diverted through the Chicago

1 Drainage Canal. This conflict pitted the lakes states against those next to the
2 Mississippi River. The firm lost three of its name partners in short succession in the
3 1970s: Randall LeBoeuf in 1975, Adrian Leiby in 1976, and Horace Lamb in 1977.
4 Cameron MacRae, who had been formally installed as presiding partner in 1970,
5 remained at the firm, which had become known as LeBoeuf, Lamb, Leiby &
6 MacRae. The firm developed an ambitious growth strategy in the 1970s through the
7 1990s. As a result, it expanded to become an international law firm with offices not
8 only in the U.S. but also in London, Paris, Moscow, Riyadh, Beijing and Hong
9 Kong. By early 2007, LeBoeuf, Lamb, Greene & MacRae had approximately 650
10 attorneys in 19 offices around the world

11 73. There are two lenses, for looking at Judge Pfahler's background and experience.

- 12 • One might say that perhaps Judge Pfahler's background and experience may
13 providhelpful insight that he may draw from.
- 14 • The other argument is that Judge Pfahler's serve as a Judge as an someone on the
15 inside so that he may serve the interests of the insurance company and rule in their
16 favor.
- 17 • Plaintiff believes that Pfahlers interest are a conflict of interest

18
19 74. The applicant/Plaintiff argue the argument in that Judge Pfahler is biased and loyal to the
20 interests of the Insurance Company, politics/politicians, water/public utilities and may even
21 stand to gain financial interest by his decisions.

22 75. CCP Section 641. A party may object to the appointment of any person as referee, on one or
23 more of the following grounds; The applicant also feels that the Judge may be prejudice and
24 discriminate due to the applicant's race, skin color, and ancestral history, etc.

25 76. All humans have biases, but a Judge must work to mitigate (minimize) biases against race,
26 and past environmental paradigms and schemas. Plaintiff asserts Judge Pfahler has not
27 minimized biases.

28 **VII. Connections and Similarities between Pfahler and Abeles**

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2 77. On or around 7/28/25, Judge Abeles recused himself due to a peremptory challenge.

3 78. The case was reassigned to Judge Stephen P Pfahler

4 79. It is obvious that the Judges Pfahler and Abeles have a lot in common with each other :

- 5 • Current job
- 6 • Previous job- law firm
- 7 • Previous school -College
- 8 • Appointments from different government officials
- 9 • The denial of a related case, that is clearly related

10
11
12 80. From just these similarities, one could easily make the assumption that these two judges are
13 allegedly associates , if not friends, and that the two judges have formed relationships

14 81. From this one could assume that these two judges may also have similar likes and goals

15 82. From this one could assume Pfaler was chosen a s the Judge to replace Abeles, because he
16 had similar interests, goals, cultural aspirations, schemas as Abeles

17 83. From this one could assume that these two judges may also have similar likes and goal

18 84. From this one could assume Pfaler was chosen as the Judge to replace Abeles because they
19 are affiliated

20 85. Former Judge Leslie C Green, Founder Partner of Bannan Green Frank & Terzian, and her
21 husband, Judge Terry A Green are also former Superior Court Judges at Stanley Mosk.

22 86. Leslie Green also worked formerly at Adams Duque & Hazeltine

23 87. Judge Stephen P Pfahler once worked at Bannan Green Frank & Terzian and Adams Duque
24 & Hazeltine as well

25 **IX. Judges of Same Law Firm LeBoeuf, Lamb, Greene & MacRae LLP at Stanley**
26 **Mosk**

27 88. People are often indoctrinated by the places they work for and carry out the agendas long
28 after leaving the organization

1 89. Were Judge Abeles and Judge Pfahler allegedly sent to the judicial system to carry out a
2 mafia associated agenda or a greater Global (B.R.I.C.S.) agenda ?

3 90. Both Judges Abeles and Judge Pfahler worked at the same Law firm (plus or minus a few
4 partners)

5 91. After passing the California bar in 1990, Judge Stephen Pfahler worked at Adams, Duque &
6 Hazeltine until 1995 when Judge Stephen Pfahler joined LeBoeuf, Lamb, Leiby & MacRae.
7 <https://bhba.org › speakers › hon-stephen-p-pfahler>

8 92. After graduating from law school, Abeles began his legal career as an associate at LeBoeuf
9 Lamb Greene & MacRae. He worked in that capacity until 2002
10 <https://trellis.law/judge/jerrold.e.abeles>

11 93. Its important to note that although ,**LeBoeuf, Lamb, Greene & MacRae LLP** never
12 represented AAA (Interinsurance Exchange of Southern Automobile Club), the law firm
13 has represented, a co-defendant, **United Services Automobile Association**, and thus
14 represented somewhat similar interests to AAA (Interinsurance Exchange of the
15 Automobile Club) on 2001 Smith v State Farm Automobile Insurance Case

16 **VII. Motion for stay is in order when a matter is brought for appeal**

17
18 94. Plaintiff is appealing the denial of the Peremptory Challenge of Stephen P Pfahler and other
19 matters of this case

20 95. Plaintiff asserts that these appeals should be addressed prior to further proceedings in the
21 case

22 96. California Code of Civil Procedure -Section 916 states the general rule: “the perfecting of an
23 appeal stays proceedings in the trial court upon the judgment or order appealed from... See
24 also Code Civ. Pro. §§ 917.1-917.9.

25 **VIII. Judge should be disqualified for discrimination**

26
27 97. Retaliation is a form of discrimination
28

1 98. A judge may or may not retaliate personally about a peremptory challenge being filed
2 against a judge in so many ways.

3 99.

- 4 ○ Often Judges may take a peremptory challenge personally and retaliate subtly or
- 5 overtly
- 6 ○ The judges on this case overtly discriminated against the petitioner, when they
- 7 continually favored the defendants over the plaintiff
 - 8 ■ Dismissal of re-service of a complaint to Carmax as defendant
 - 9 ■ The granting/honoring of AAA motion for stay pending the arbitration with
 - 10 American Credit Acceptance (due to controversy)
 - 11 ■ The ordering of the plaintiff to submit another amended complaint so that he
 - 12 could deem SafeGuard's originally untimely demurrer and sustain it as timely
- 13 ○ The judge subtly discriminated against the petitioner in the excessive levying of
- 14 sanctions by way of Order to Show Cause
- 15 ○ An excessive levy of sanctions or Order to Show Cause is retaliation
 - 16 ■ Irreparable harms results from inability to pay court ordered sanctions
 - 17 ■ Per Google: Inability to pay court-ordered sanctions in California can result
 - 18 in severe consequences, including contempt of court charges, which may lead
 - 19 to jail time (up to 5 days), fines, and community service. Further, it can
 - 20 trigger terminating sanctions (dismissal of case or striking pleadings),
 - 21 evidentiary sanctions (prohibiting evidence), wage garnishment, bank levies,
 - 22 liens on property, and interest accrual on the debt.

23
24 100. Retaliation is considered a form of illegal discrimination under federal civil rights
25 law

26 101. The timing of the OSC- Order to Show Cause s and or additional accompanying
27 sanctions

1 are being imposed is questionable. These Order to Show Cause are it seems reciprocal,
2 subsequent to and due to the recent application for peremptory challenges and or appeals
3 motioning for the disqualification of the judge

- 4 ○ The orders to show cause and potential accompanying sanctions are extraordinarily
5 excessive against the petitioner, Ms Wiggan
- 6 ○ Meanwhile, Ms Wiggan has been treated unfairly, unequally, discriminatorily, as Ms
7 Wiggan's previous application for Order To Cause were dismissed or vacated.

8
9 102. The judge is allegedly ordering an amended complaint, so that it seems, so that the
10 judge may attempt to sustain an untimely demurrer by SafeGuard Products

11 103. The case as it stands thus far is fixed, unfair, and unjust .Constitutional rights are to a
12 fair and speedy trial.

13 104. California law dictates the procedures in which The Order To Show Cause and Order
14 that

15 105. requests the applicant to amend the complaint should be brought about

- 16 ○ The Judge's orders are not only excessive but discriminatory as it strays from
17 mandates by California law
 - 18 ■ the OSC – Order to show cause is not initiated by a party to a case (instead
19 by a judge) in this case
 - 20 ● Law dictates that the OSC should come by way of motion of the
21 opposing party
 - 22 ○ Any stray or deviance from the law is illegal, unconstitutional,
23 an abuse of discretion, and not supported by means of sua
24 sponte
 - 25 ○ Plaintiff does not see any law that allows or permits a judge to
26 motion or to require an Order to Show Cause
 - 27 ■ Within a limited time-and when an amended complaint is not initiated by the
28 plaintiff(instead by a judge

- The plaintiff believes an amended complaint has already been submitted to the court (with the word Amended Complaint on its face)
- The Plaintiff and Petitioner does not see where California allows or permits the judge to order that the plaintiff make an amended complaint

- Any stray or deviance from the law is illegal, unconstitutional, an abuse of discretion, and not supported by means of sua sponte

- CCP 473(b)
- CCP 473 (a)(1) The court may, in furtherance of justice, and on any terms as may be proper, allow a party to amend any pleading or proceeding by adding or striking out the name of any party, or by correcting a mistake in the name of a party, or a mistake in any other respect; and may, upon like terms, enlarge the time for answer or demurrer. The court may likewise, in its discretion, after notice to the adverse party, allow, upon any terms as may be just, an amendment to any pleading or proceeding in other particulars; and may upon like terms allow an answer to be made after the time limited by this code.

- When there is not application , motion for the Plaintiff to show cause, and the judge initiates these actions via sua sponte, this deviance from Ca law

106. Plaintiff argues that Judge Pfahlers actions which include the setting up of an order to show cause, unfairly tips the scales of justice toward the side of the defendants.

107. Order to show cause should come by application by a defendant, cross complaint should come by initiation by defendants. When Judge Pfahler, initiates a cross complaint or sua sponte an Order to show cause, this make Judge Pfahler a defendant and no longer

1 suitable to be a judge. As Judge Pfahler has sided and predetermined the case from the
2 standpoint, as one of the guys, as a defendant. When this occurs than can be no justice or fair
3 trial for Ms Wiggan

4 108. For this reason, Plaintiff asserts that irreparable harm will result if no stay is issued

5 109. On 10/7/25, Judge Pfahler verbally gave orders approximately as follows

6 i. Judge Pfahler personally verbally deemed the complaint to have a cross
7 complaint

8 1. Please note that at that time no cross complaint filed by other parties

9 ii. Judge Pfahler gave orders for the plaintiff was ordered to file a first amended
10 complaint (hereinafter "FAC"), pursuant to the court's December 5, 2024 order,
11 within 30 days;

12 iii. Judge Pfahler gave order for Responsive pleadings to the FAC will be due
13 30 days after the stay in this matter is lifted.

14 iv. Judge Pfahler gave orders for An Order to Show Cause re imposition of
15 sanctions against the plaintiff for her failure to file a FAC, per the 12/5/24
16 court order, was also scheduled for April 7, 2026 at 8:30 a.m. in Department
17 68;

18 v. Judge Pfahler gave orders for An Order to Show Cause re status of
19 arbitration was scheduled for April 7, 2026 at 8:30 a.m. in Department 68.
20 All parties were ordered to appear at the hearing and to
21

22 **VIII. GOOD CAUSE**

23
24 110. In this case good cause exists, to Motion to Stay ALL Proceedings pending the
25 results of the Appeal of the denial of the Judge Stephen P Pfahler.

26 111. Please see the attached documents in the Index

27 112. When a party is wronged, and comes to the Court it is imperative that the plaintiff
28 gets a fair and impartial trial. It becomes impossible to have a fair trial when corners are

1 being cut from the judges point of view and or the case is passed around among friends or
2 associates with similar agendas.

- 3 • One major question is who assigned the case from Abeles to Pfahler ? Whoever did
4 the reassignment did they know that Judge Abeles and Pfahler were associates or
5 possible acquaintances, or even friends.
- 6 • Is it normal, a coincidence, or a particular reason that so many people from the same
7 law firms are flooding the judicial system?

8
9 113. California states that any party can file a stay for the case.

10 **Rule 3.515. Motions and orders for a stay**

11 **(a) Motion for stay**

12 Any party may file a motion for an order under Code of Civil Procedure section 404.5
13 staying the proceedings in any action being considered for, or affecting an action being
14 considered for, coordination, or the court may stay the proceedings on its own motion.

15
16 The motion for a stay may be included with a petition for coordination or may be served and
17 submitted to the Chair of the Judicial Council and the coordination motion judge by any
18 party at any time prior to the determination of the petition.

19 Related Cases:

20 (1) All known pending related cases;

- 21 • Plaintiff seeks stay for consolidated cases 22STCV28591 and 22 STCV28415

22
23
24 Duration of the stay

- 25
26 • The California Supreme Court has yet to accept or deny the writ of review. It is
27 communicated the Petition for review is in pending status, although filed 2/2/22. Petitioner
28 is unclear as to whether the pending status is a status clearly communicated by Civil Code

1 Procedure. Or whether the pending status will initiate the tolling status, or reduce the Statute
2 of Limitations period necessary for other appeals.

- 3 • Plaintiff seeks to stay the aforementioned cases 22STCV28591 and 22STCV28415, all
4 appeals in Superior Court and Court of Appeals for 120 day stay of all proceedings -
5 pending the results of the appeal
- 6 • Petitioner asks that the stay be extended to all deadlines and court days to a period 120 days
7 after the results of this petition for review.
- 8 • Plaintiff seeks to stay all proceedings for 120 days after the results of the appeal decided
9 including
 - 10 • All Appeals at the Court of Appeals level
 - 11 • 3/15/26 deadline for filing an amended complaint
 - 12 • All Arbitration proceedings

13 • **3/25/2026 08:30 Department 111 North Hill Hearing on Motion to Vacate**
14 **68 Street, Los and Set Aside Order**
15 **Angeles, CA Consolidating Cases**
16 **90012**

17 • **3/25/2026 08:30 Department 111 North Hill Hearing on Motion to Vacate**
18 **68 Street, Los and Set Aside Order Deeming**
19 **Angeles, CA Cases as Related**
20 **90012**

21 • **4/7/2026 08:30 Department 111 North Hill Hearing on Motion for Order**
22 **68 Street, Los to Set Aside and Vacate Order**
23 **Angeles, CA Admitting the Request for**
24 **90012 Admissions**

25 • **4/7/2026 08:30 Department 111 North Hill Order to Show Cause Re:**
26 **68 Street, Los Arbitration Status**
27 **Angeles, CA**
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90012

• 4/7/2026 08:30 Department 111 North Hill Order to Show Cause Re:
68 Street, Los Sanctions Against Plaintiff, for
Angeles, CA failure to file a First Amended
90012 Complaint

• 10/6/26 08:30 Department 617 Order to Show Cause
Please stay all proceedings: Stanley Mosk, Court Of Appeals, and AAA arbitration
DATED 10/3/ 2026

Gail Wiggan

GAIL WIGGAN
In Pro Per

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INDEX OF SUPPORTING DOCUMENTS

IN THE SUPREME COURT OF THE UNITED STATES

No.

Gail Wiggan,

Petitioner

v.

Interinsurance Exchange of the Automobile Club,

Respondent

CERTIFICATE OF PROOF OF SERVICE

I, KEVIN WHARTON PRICE-,

hereby certify that on this **4TH** day of **OCTOBER, 2026**,

I caused one PHYSICAL COPY of the following documents:

- **Petition for a Writ of Certiorari**
- Motion to Stay
- Motion for Leave to file an application for an extension of tie to file a Petition for Writ of Certiorari
- Motion for leave to file an oversized petition for Writ of Certiorari
- Motion for Prose/ or in pro per to E-file and E-serve electronically a Writ of Certiorari
- Motion for leave to proceed in forma pauperis for Petition for Writ of Certiorari
- Motion to Utilize LA Superior Court order for waiver of feess

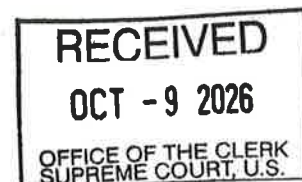
to be served via **first-class U.S. Mail, postage prepaid** on the following council for Respondents:

- **INTERINSURANCE EXCHANGE OF THE AUTOMOBILE CLUB**

C/O Corporation Service Company
2710 Gateway Oaks Drive Suite, 150N
Sacramento, CA 95833-3503

- **SAFEGUARD PRODUCTS INTL LLC**

TWO CONCOURSE PARKWAY, SUITE
ATLANTA, GA 30328



- **AMERICAN CREDIT ACCEPTANCE**

961 EAST MAIN STREET,
SPARTANBURG, SC 29302

I further certify that all parties required to be served have been served.

Date:10/4/26


KEVIN WHARTON PRICE