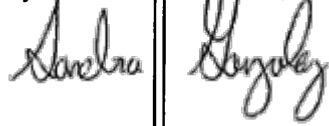


ELECTRONICALLY FILED
Superior Court of California
County of Santa Cruz
4/25/2018 10:06 AM
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4 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
5
6 IN AND FOR THE COUNTY OF SANTA CRUZ
7 (CIVIL DIVISION)

8)
9 TODD GLASSEY and MICHAEL MCNEIL,)
10 Plaintiffs,)

) Case No.: 17-CV-01908
) Judge: PAUL BURDICK
) Courtroom: Department 5

11 v.)
12)
13)

14 THE STATE OF CALIFORNIA,)
15 Defendant.)
16)
17)
18)

18 SECOND AMENDED COMPLAINT

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Venue and Timeliness

1. This matter pertains to damages which are now and have occurred in this County and so this Court is proper venue for this matter. Further, as the home of the 09-CV-165643/Miragonda litigation this ultimately stems from the venue is perfected therein.

2. This matter is timely based on the order of the court to file this amended complaint herein by the deadline set by this court.

Cause of Action

3. The State of California has acted in an ongoing manner to exercise a taking, through a condemnation through occupation, and cover up key frauds, including Money Laundering, Copyright Fraud and related claims against IP which Plaintiffs hold unique enforcement rights against. This matter seeks redress for those actions and the repeal of a Vexatious Litigant order from this very court in a previous meeting.

HISTORY

4. Aside from various actions by Glassey (and McNeil) which lead to the Filing of US6370629 under a "Patent Agent Retainer Agreement" called the Co-Inventor Agreement, Plaintiffs later entered into a set of extorted Settlements with a third Party, Datum Corporation, who had in violation of the Co-Inventor Agreement's Non-Transferability Clause, and its One Year Time limit as a Conditional-Assignment only, "illegally acquired standing" to assert demands for those Settlements by purchasing various companies and other IP assert claims.

1 State Immunity for Patent frauds as a Taking

- 2 5. In those assertions the Datum Corporation committed both Patent Frauds
3 as well as violations of the related California IP and Economic
4 Espionage statutes, in both an intentional and ongoing manner.
- 5 6. Further, Datum filed and then abandoned seven instances of US6370629
6 (five in 1999 prior to the Settlement which are not mentioned in the
7 Settlement itself, and then two without any releases in 2000 a year
8 later). The filing numbers are shown on the following tables.
9 Conformed copies are available for the Courts review, and have already
10 been filed with previous filings in this Matter as well.

11 US6370629 Foreign Filing Dates

12 App/Patent Number	Nation	Filing Date	Authorize Date	Status	Publication Date
AU54015/99	Australia	10/14/99	None	Abandoned	
13 CA2287596	Canada	10/26/99	None	Abandoned	
EU0997808A3	EU	10/27/99	None	Abandoned	04/23/03
14 BR9904979A	Brazil	10/29/99	None	Abandoned	12/19/00
ZA9906799	South Africa	10/29/99	5/2000 but never paid for	Abandoned	06/21/00
15 JP2000-163379	Japan	10/29/99	None	Abandoned	06/16/00
KO2000-0035093	South Korea	10/28/99	None	Abandoned	06/26/00

- 16
- 17 7. Finally Datum also illegally filed a Patent from the TTI Settlement
18 naming itself as sole Inventor and violating both the terms of that
19 agreement and falsifying key Federal Records therein. This patent was
20 issued as US6393126 and its related foreign filings.
- 21 8. Plaintiffs have been damaged by that administrative Judicial Immunity
22 against the conversion of their property. As such they are entitled to
23 relief as shown in 261 Cal. App.2D 55:
- 24 9. If private property is damaged thereby the state or its agency must
25 compensate the owner therefor (Cal. [261 Cal. App. 2D 55] Const., art.
I, § 14; Perkins v. Blauth, 163 Cal. 782, 789 [127 P. 50]; Kaufman v.

1 Tomich, 208 Cal. 19, 25 [280 P. 130]), whether the damage was
2 intentional or the result of negligence on the part of the governmental
3 agency.

4 **Plaintiffs Complaints properly filed with State of California**

5 10. In response to those actions, the Plaintiffs filed legitimate and
6 repeated criminal antitrust complaints with the State of California who
7 acted in a manner which ultimately condemned Plaintiffs IP and conveyed
8 it to key California Actors and other parties illegally.

9 11. Those complaints were filed under the California v Beninsig and State
10 Economic Espionage as well as Commercial and Professions code
11 violations cited, with the Office of the AG, the Office of the
12 Governor, the County of Santa Cruz DA, and in that John Lee personally.

13 12. All prosecution and recovery actions by Law Enforcement were refused
14 even though proper evidence of those criminal antitrust matters was
15 available at every corner in this matter.

16 13. Finally, Plaintiffs through several actions wound up in front of the
17 USDC in case 14-CV-03629/WHA whose ultimate ruling had a consequence of
18 judicially perfecting the sum total of the Settlements and to which
19 State Actors (Apple, Facebook as a DOE, Google, Microsoft, Oracle,
20 eBay, Paypal, Cisco, Juniper Networks, Netflix, the IETF and its
21 Fremont California Publications Agent) are all bound.

22 **State Blocking Actions**

23 14. In blocking enforcement of the effects of the Ruling from both US v
24 Microsoft (253 F.3d 34 DC Cir 2001 and its appellate decision of 2004)
25 and the ruling from 14-CV-03629/WHA's California has not only set aside
the ruling and undermined its own Stare Decisis standard, as issued
through the superior court rulings from 14-CV-03629/WHA the Ninth

1 Circuit 14-17574 and DC Circuit 15-01326 Appellate Affirmations, but
2 has violated its own laws on Condemnation through Occupation based
3 Takings.

4 15. See San Diego Gas & Electric Co. v. City of San Diego, 450 U.S. 621,
5 638 n.2 (1981) (Justice Brennan dissenting); United States v. Clarke,
6 445 U.S. 253, 257 (1980); Agins v. City of Tiburon, 447 U.S. 255, 258
7 n.2 (1980) as expanded by 14th Amendment standings to State Actions.

8 16. Under the Fourteenth Amendment we see:

9
10 All persons born or naturalized in the United States and subject
11 to the jurisdiction thereof, are citizens of the United States
12 and of the State wherein they reside. No State shall make or
13 enforce any law which shall abridge the privileges or immunities
14 of citizens of the United States; nor shall any State deprive any
15 person of life, liberty, or property, without due process of law;
16 nor deny to any person within its jurisdiction the equal
17 protection of the laws.

18 17. Further as noted in the opening of this section, the State of
19 California has invalidated its own Stare Decisis standing in California
20 in Auto Equity Sales, Inc. v. Superior Court (1962) 57 Cal.2d 450 by
21 refusing to be bound by the effects of that ruling.

22 18. Under California Legal Precedent Stare Decisis is a rule that judges
23 are obliged to follow previous decisions issued by higher courts. Both
24 USDC 14-CV-03629/WHA and DC Circuit 253 F3.d 34 are such superior
25 rulings.

(**The term stare decisis is from the maxim, stare decisis et non
quieta movere : "to stand by matters that have been decided and
not to disturb what is tranquil.")

1 19. This blocking in violation of the Stare Decisis effects of both 253
2 F.3d 34 and USDC 14-CV-03629/WHA also includes, but is not limited to,
3 the allowing parties to reassign the patents directly covered by the
4 two settlements (US6370629 and US6393126) and take financial loans
5 against the two patents without complying with Section 8.4 of the
6 Settlement Terms as was done to the IP Gems Group LLP and Glassey in
7 June of 2017.

8 20. Finally to use them as well as assignments in a security interest with
9 a number of entities, including Goldman Bank, Morgan Stanley, Wells
10 Fargo, Bank of America and other Financial Institutions over the years.
11 All in violation of the Stare Decisis standards and its derivative
12 rulings.

13 See also California precedents in Greenman v. Yuba Power
14 Products, Inc. (strict liability for defective products), Drennan
15 v. Star Paving Co. (promissory estoppel) and Dillion v. Legg
16 (negligent infliction of emotional distress), among many others

17 21. This action violating the precedent of Stare Decisis in the State's
18 enforcement blocking also includes, but is not limited to allowing
19 third-parties to publish derivatives using PHASE-II Technologies from
20 the original patents which Microsemi (Successor to Datum did not own)
21 and to do so under separate and free-standing copyright, as those are
22 actually co-copyrighted works (see Nimmer on Copyright). Again a
23 derivative Taking under an Inverse Condemnation or Condemnation by
24 Occupation model. Both are appropriate here.

25 22. California has and continues to grant Judicial Immunity to all entities
like Microsoft for their violation of the Federal ruling and the
Appellate Court affirmations US v Microsoft (253 F.3d 34 - the Browser
Antitrust Ruling of 2004). A ruling which forced them (and others) to

1 properly pay for Open-Source and private IP they include without
2 authorization in their Products.

3 23. The State further in this Matter, gave Silicon Valley entities Judicial
4 Immunity for Money Laundering under both US and State Anti-Money
5 Laundering standards for conduct both inside California and in Foreign
6 Nations. Specifically granting immunity 1) for their Commingling moneys
7 obtained through the Sale of US6370629 derived IP which were sold both
8 outside the terms of the US6370629 Settlement, and 2) which were sold
9 into Nations where an illegal copy of US6370629 was filed and abandoned
10 (Australia, Brazil, Canada, The EU, Japan, South Africa, and South
11 Korea). Both actions causing direct and real financial harm here in
12 this district also making this court appropriate for this matter.

13 24. In doing so California has, and continues to violate those previous
14 rulings from superior courts under the Stare Decisis precedent and
15 other legal standards in its actions providing legal immunity for State
16 Actors Counterfeiting, Money Laundering, and Fraud by Wire acts, which
17 all parties to the USDC 14-1CV-03629/WHA enjoy today.

18 25. Finally, by dismissing numerous actions to enforce damage claims and
19 finally ruling Plaintiffs Vexatious Litigants to strip them of their
20 State and Federal rights therein, (17-CV-01908/Burdick) the State of
21 California has acted in a manner to prevent any and all redress for its
22 actions in setting aside damage claims, preventing criminal
23 prosecutions for Patent and Copyright Frauds both in the US and abroad,
24 and further, it continues to allow those parties to offshore those
25 funds outside the State of California and its banking framework.
Actions in direct violation of US and California Anti-Money Laundering,
Anti-Counterfeiting Agreements, and related global IP fraud statutes.

1 See 31 U.S.C. § 5326(a) and 31 C.F.R. § 1010.370 for FINCEN
standards on Money Laundering. See TRIPS Agreement under WIPO/WTO
standards.

2 26. In doing so, the State of California has violated so many of its own
3 standards, and invalidated Stare Decisis in this matter, all to set
4 aside any and all requirements to comply with the Plaintiffs
5 Settlements, and in particular the Terms of Section 8 of the US6370629
6 (DDI) and US6393126 (TTI) Settlement agreements.

7 27. California has as such also failed in both its own requirements and
8 those in place from Final Rule, Customer Due Diligence Requirements for
9 Financial Institutions, 79 Fed. Reg. 45151, 45170 (Aug. 4, 2014).

10 28. This matter seeks to perfect damages for those actions, and to correct
11 them by implementing full controls as defined in Section 8.7 and 8.4 of
12 those Settlements and in forcing the application of the Choice of Law
13 as defined in Settlement Section 8.1 to any and all uses, including
14 derivatives and those Copyrighted softwares produced from those
15 Patent's Protected Methods.

16 29. It further seeks Injunctive relief against illegal offshoring of those
17 moneys which should legitimately sit in California Banks and benefit
18 the State and United States as a whole therein.

20 CLAIMS for Relief

21 30. The State of California has acted in a manner setting aside the
22 Contracts called THE SETTLEMENT AGREEMENTS THROUGH A CONDEMNATION BY
23 OCCUPATION ACTION, as well as other Acts which Plaintiffs have specific
24 recourse and damage rights herein.

Claim 1 – State Actors' Copyright and Patent Fraud Actions

31. Plaintiffs are entitled to direct compensation from STATE ACTORS and PARTIES OPERATING IN OR THROUGH THE STATE OF CALIFORNIA, for a Release from the Costs of "those parties operating a Section 8.7 mandated compliance program for 8.4 and 8.1 compliance with those clauses in the two Settlement Agreements"

32. Plaintiffs are entitled to damages from those parties for the last 15 years which the State has blocked enforcement of those terms against, including its own IT Facilities and Materials Providers.

"... In an inverse condemnation suit ... the public entity ordinarily has made no intentional exercise of condemnation authority, but has, in a manner often unexpected and unanticipated, caused injury to the plaintiff's property. The question of public use (as granted through those actions of Judicial Immunity) in this context does not depend upon a showing that there is statutory authority in the defendant entity to exercise affirmative eminent domain powers to accomplish the same result. All that is necessary to show is that the damage resulted from an exercise of governmental power while seeking to promote 'the general interest in its relation to any legitimate object of government.' " (Van Alstyne, supra, at p. 781; see Bauer v. County of Ventura, 45 Cal. 2d 276, 284 [289 P.2d 1]; see also, Ward Concrete Co. v. Los Angeles Flood etc. Dist., 149 Cal. App. 2d 840 [309 P.2d 546].)

Furthermore, liability in inverse condemnation is based on the state Constitution and not on statute

33. The Plaintiffs as such are entitled to fair compensation for the State's actions in perfecting a Condemnation by Occupation of the Patent and Copyrights derived from those Protected Methods as in any Condemnation by Occupation performed by the State of California. From Sutfin we also see about the concept of seizure for a PUBLIC PROJECT, in this case one which creates Sales Tax and other Operating Revenues for the State of California:

"It now appears settled that if the construction or maintenance of a public project is designed to serve the interests of the community as a whole, any property damage caused by the project

1 or by its operations as deliberately conceived is for a public
2 use and is constitutionally compensable. On the other hand,
3 '[d]amage resulting from negligence in the routine operation
4 having no [261 Cal. App. 2d 56] relation to the function of the
5 project as conceived' is not within the purview of section 14."
6 (Van Alstyne, supra, at p. 781; see Bauer v. County of Ventura,
7 supra, 45 Cal. 2d 276; Ambrosini v. Alisal Sanitary Dist., 154
8 Cal. App. 2D 720 [317 P.2d 33].)

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34. Justice Traynor in his concurring opinion in House v. Los Angeles
County Flood Control Dist., 25 Cal. 2d 384, states, at pages 395-397
[153 P.2d 950], as follows:

8 "Defendant is a public corporation created by an act of the
9 Legislature, known as the 'Los Angeles Flood Control Act' (Stats.
10 1915, p. 1502, as amended; Deering's Gen. Laws, Act 4463), to
11 protect lands, including harbors and public highways from flood
12 waters and to conserve the flood waters for useful purposes.
13 [Citation.] These purposes are essentially public although
14 beneficial to many private individuals [citations], and the
15 Legislature properly vested defendant with the power of eminent
16 domain. (§§ 2(6), 16, 16 1/2 of the act.) property taken or damaged
17 for defendant's purposes is therefore 'taken or damaged for
18 public use' in the sense of the constitutional provision. In the
19 absence of contract the right to discharge water onto another's
20 property may be based on property law or on the police power of
21 the state. [Citation.] If the discharging of water incident to
22 the construction of a public improvement cannot be sustained as
23 the exercise of a right, it is a taking or damaging within the
24 meaning of the constitutional provision of the property injured.
25 [Citations.] The destruction or damaging of property is
sufficiently connected with 'public use' as required by the
Constitution, if the injury is a result of dangers inherent in
the construction of the public improvement as distinguished from
dangers arising from the negligent operation of the improvement.
The construction of the public improvement is a deliberate action
of the state or its agency in furtherance of public purposes. In
erecting a structure that is inherently dangerous to private
property, the state or its agency undertakes by virtue of the
constitutional provision to compensate property owners for injury
to their property arising from the inherent dangers of the public
improvement or originating 'from the wrongful plan or character
of the work.' [Citations.] This liability is independent of
intention or negligence on the part of the governmental agency.
[Citations.] The decisive consideration is the effect of the
public improvement on the property and whether the owner of the
damaged property if uncompensated would contribute more than his
proper share to the public [261 Cal. App. 2d 57] undertaking. It
is irrelevant whether or not the injury to the property is
accompanied by a corresponding benefit to the public purpose to
which the improvement is dedicated, since the measure of
liability is not the benefit derived from the property, but the
loss to the owner. [Citations.] Defendant, therefore, cannot rely
on the fact that the injury to the property was caused, not by a

1 deliberate appropriation thereof, but by a collapse of
2 defendant's structures. It is of no avail to defendant that the
3 invasion of plaintiff's property in the manner in which it
4 happened was not foreseeable. The provision in article I, section
5 14, that the compensation for the taking or damaging of property
6 shall be paid in advance protects the interests of the property-
owner where advance payment is feasible under the circumstances;
liability is not avoided simply because such payment is not
feasible. The public purpose was not the mere construction of the
improvement but the protection that it would afford against
floods. The dangers inherent in the improvement would cause
injury only when storms put the flood control system to a test.
The injury sustained by plaintiff was therefore not too remote."

7 **Claim 2 – Payment for Section 8 Settlement Program** 8 **Violations**

9 35. The State must implement the program defined in Section 8 of the
10 Settlement or obtain a release from Plaintiffs for being able to
11 operate outside of those requirements. For that Plaintiffs are entitled
12 from the State and State Actors to full payment for a release from
13 "those costs which it would encumber for its own implementation of such
14 a program and its overheads".

15 36. For those not released from the compliance requirements therein,
16 Plaintiffs are entitled to proper and ongoing proof of compliance with
17 the Terms of Section 8 of the two Settlements by the State and any and
18 all State Actors. Section 8.7 of both settlements requires the Party
19 Selling and the Party Using the Protected IP including but not limited
20 to Copyright Protected Software derived from the main or derivative
21 Patents, to provide a paper-based program showing full compliance, or
22 to alternatively obtain a release from those requirements. Further,
23 that program must show compliance with those terms defined in
24 Settlement Section 8.4, and finally with the acceptance of California
25 and only California Law as proscribed by Section 8.1 of the Settlement
releases.

1 37. This requirement is in place until such time as a negotiated re-
2 settlement or amendment to the Settlement on a per vendor basis is
3 obtained such that those Vendor are no longer bound by that
4 requirement.

5
6 **Claim 3 – Offshore Conduct and Copyright and Patent Fraud
7 Actions therein**

8 38. Plaintiffs are entitled to compensation for the States actions *in*
9 *allowing Conduct Overseas amounting to Counterfeiting of Software by*
10 *State Actors, and the Commingling of Funds obtained from those*
11 *Counterfeiting Actions*. Specifically also allowing key Silicon Valley
12 Entities to offshore and operate banking in Foreign Tax Haven Nations
13 derived from this IP.

14 39. The State has allowed Microsoft and others to offshore money's outside
15 its Jurisdiction obtained from the illegal sale of Softwares in
16 violation of the Settlement per claim 2 above. In doing so it also set
17 aside the Licensing Terms in violation of US Law, the US v Microsoft,
18 253 F3.d 34 ruling, and Section 8 of the Settlement terms as perfected
19 by USDC 14-CV-03629/WHA. Plaintiffs are entitled to both monetary and
20 injunctive relief therein.

21 **Claim 4 – Injunctive relief ordering all parties fully to comply
22 with Section 8 of the two Settlements terms.**

23 40. Plaintiffs are entitled to Injunctive Relief from the State against the
24 State Actor's actions based on the results of 14-CV-03629/WHA and its
25 perfecting the Settlement Section 8 terms against any and all Actors
(both State, State Agencies, State Suppliers, and State Contractors) as

1 well as Commercial Actors which the State has allowed to act in a
2 manner outside the terms of the Settlement's Section 8 requirements.

3
4 **Claim 5 – Taking through Condemnation by Occupation or**
5 **Inverse Condemnation by State Agents and Actors**

6 41. States Actions form a CONDEMNATION BY OCCUPATION or an INVERSE
7 CONDEMNATION, and this is a Taking of catastrophic proportion today.
8 One which manifests itself through both Subsidiary Patent and Copyright
9 Frauds against all of the main and 378 derivative patents published
10 today, and which violate the Settlement Agreements Section 8 terms
11 fully.

12 42. Under Article I, Section 19 of the California Constitution provides:
13 "Private property may be taken or damaged for public use only
14 when just compensation . . . has first been paid to, or into the
court for, the owner.". See also Monk v. City of Rancho Palos
Verdes;

15 43. Plaintiffs complaint fully provides facts showing that private property
16 [261 Cal. App. 2d 53] has been taken or damaged and that by
17 California's issuing judicial immunity to all parties using that
18 property, that it converted said property for public use. As such this
19 fully meets an Inverse Condemnation cause of action standard for a
20 Software and Intellectual Property matter. In order to state a cause
21 of action for inverse condemnation; This is further supported by the
22 ruling from Sutfin v. State of California Civ. No. 11585. Third Dist.
23 Apr. 11, 1968, wherein we see

24 We reverse the judgment of the trial court, and in so doing hold
25 that in proper cases recovery may be had through inverse
condemnation for the taking or damaging of private property for

public use, whether said property be real or personal. fn. 2 [261
Cal. App. 2D 54].

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2
3 **Plaintiffs said Intellectual Properties and rights under**
4 **Section 8 of the settlements being personal properties under**
5 **this context.**

6 44. Under the terms of the DDI (US6370629) Settlement Plaintiffs are the
7 Sole Owners of what is called PHASE-II Technologies, today known as
8 LOCATION BASED SERVICES (LBS). It is that property which has been
9 inversely condemned or condemned through occupation by parties
10 protected by the State.

11 45. State Actors have illegally included PHASE-II Methods in numerous
12 Patents they have had issued to themselves, which violate the
13 California Contract called the Assignment Contract, and as such are
14 derivatives therein.

15 46. State Actors have illegally included Methods from US6393126 into
16 Softwares as will in numerous products and on-line services.

17 **Co-Copyright Standing (see Nimmer on Copyright)**
18

19 47. Plaintiffs as such hold Co-Copyright Holder Status to each and every
20 Software Product created and offered therein from those IP. Further,
21 each of those Copyrighted Softwares is fully bound to the California
22 Contract called the Settlement Agreement and their Section 8
23 requirements, and will be through the end of those Copyright Periods
24 (2080 or thereabouts).
25

1 48. Under NIMMER ON COPYRIGHT, Plaintiffs hold Section 8 Enforcement rights
2 against all Co-Copyrighted Software published by State Actors or State
3 Agencies, and further, Software in use in or through the State of
4 California, or Sold in or through the State of California, in any form
5 "which uses or relies on the Use of PHASE-II IP or those Methods
6 derived from US6393126 or any of either Patents Derivative Filings (378
7 derivative Patents to date) as defined in the Settlements in any form.

8
9 49. Plaintiffs hold a damage claim and are entitled to fair-market payment
10 for those lost revenues and payment for any future revenues they hold
11 as co-copyright holders to those softwares.

12
13 50. The State of California's actions form a further taking in its refusal
14 to allow the review of those uses within the State's operating
15 infrastructure in its refusal in allowing Financial Liens to be placed
16 against the Patents and Derivative Software derived from those IP's in
17 any form which do not meet the terms of Section 8 requirements. The
18 State has allowed parties to take Plaintiffs properties and republish
19 them as active software - in violation of Clement v. State Reclamation
20 Board, In Clement v. State Reclamation Board, 35 Cal. 2d 628, 636-642
21 [226 P.2d 897], per Traynor, J., the court states: "If he obstructs the
22 natural channel of the river, however, or creates a new artificial
23 channel by which the natural stream waters of the river are carried
24 onto the lands of another that would have been protected therefrom but

1 for creation of the artificial channel, he is liable for damage
2 resulting therefrom.

3
4 **Claim 6 – States Courts actions in setting aside rulings from**
5 **USDC 14-CV-03629/WHA and US v Microsoft (253 F.3d 34**
6 **2001) appellate ruling from 2004**

7 51. The State of California today is fully in breach of the requirements,
8 and it is a direct party to the Unlawful reassignment by Microsemi of
9 both US6370629 and US6393126 to IP GEMS GROUP LLP outside of the
10 SUCCESSOR TERMS REQUIREMENTS in the California Contracts called "The
11 Settlement Agreements for US6370629 and the Trusted Timing
12 Infrastructure IP".

13 52. Per the terms of the ruling from 253 F.3d 34 and its appeal(s)
14 Microsoft is formally required to pay any party whose IP they use per
15 Section I of the Appellate Rulings terms in full as well as implement
16 any key licensing terms that party provides those IP's to Microsoft
17 under. As such Microsoft (and others) must fully implement the Section
18 8 Requirements for their use of those software components. Like Clement
19 v. State Reclamation Board it cannot produce derivative works and claim
20 their its own properties, both under this standard and that of the Co-
21 Copyright holder rights for parties of illegally included copyright
22 materials in derivative copyright instances.

23 53. Both Settlement Agreements which are perfected for Microsoft and others
24 uses under 253 F3.d 34 and its Appellate Ruling Section I require all
25 parties to meet the terms of the Settlement Agreements. Those

1 Agreements require all parties, including but not limited to the
2 Successor's as well, to fully agree to the full program terms and costs
3 of the Section 8 Program operations in order to accept the assignment.
4 No such acceptance has been suggested or approved in any form.

5
6 **Claim 7 – Vexatious Litigant status prevents Plaintiffs from**
7 **properly seeking redress**

8 54. Plaintiffs were declared Vexatious Litigants by this very court to
9 prevent review of this matter in direct violation of 447 U.S. 74,
10 Pruneyard Shopping Center v Robins. As we see under Article 1, § 3 of
11 the California Constitution *[P]eople have the right to . . . petition*
12 *government for redress of grievances.*

13 55. This matter and the previous matters are exactly that, and the Ruling
14 against Plaintiffs is just that, preventing their petitioning for
15 redress for grievances which are in fact real and legitimate. Because
16 those previous and this matter pertain to property rights which the
17 State is exercising a taking in, the Vexatious Litigant ruling in this
18 matter is a violation of the Supreme Court ruling in In Lucas v. South
19 Carolina Coastal Council, the Supreme Court ruled that a regulation
20 that forbade construction on the owner's land thus depriving him of all
21 economically beneficial uses constituted a per se taking unless the
22 proscribed use interests were not part of the title to begin with. In
23 this case the Property is that which is controlled by the effects of
24 the Settlements from USDC 14-CV-03629/WHA.
25

1 **Plaintiffs thus seek: repeal of the Vexatious Litigant Status**
2 **issued by this very court**

3 56. Plaintiffs seek redress in the form of the repeal and setting aside of
4 the Vexatious Litigant Status ordered against them to stop any future
5 review of the States violation of both State and Federal Law and its
6 own Stare Decisis rulings as are part of the claim in this matter.

7 **Plaintiffs thus seek: Injunctive and Fraudulent IP Transfer**
8 **Relief**

9 57. Plaintiffs seek relief in the form of rescission of the illegal
10 transfer of US6370629 and US6393126 to any successor party outside the
11 terms of Section 8.4 of the Settlements while those Settlements exist
12 and as such seek rescission of the IP Transfer to IP GEMS LLP and Todd
13 S. Glassey outside of those terms as being unlawful and a breach of the
14 Settlement Agreement.

15 58. Plaintiffs seek relief in the form of the issuance of an Injunctive
16 Order against the State and all Actors in the State to comply fully
17 with Section 8 of the Settlement while the Settlements still exist.

18 **Plaintiffs thus seek: Monetary Relief against previous State**
19 **Actions and those of State Actors**

20 59. Plaintiffs seek relief in the form of the lost-licensing for Initial
21 Patent Filings from State Actors and California Corporation Microsemi
22 as provable, currently totaling \$3.38B USD, and further to assess a
23 direct damage claim against key State Actors now and previously in
24 breach of the Section 8 requirements for the use of the IP therein
25 (including and limited to Apple, Facebook, Google, Microsoft, and the

1 remaining members of the 14-CV-03629/WHA litigation which perfected
2 those requirements)...

3 **Injunctive relief in Preventing future damage**

4 60. In addition to those Cash Payments for failure to properly reimburse
5 Plaintiffs for the Patents or the Derivative Softwares which flow from
6 them (375 Patents to date), Plaintiffs seek relief in the form of
7 Injunctive Order *forcing any and all parties publishing software*
8 *derived from US6370629 or US6393126 or their Derivative Filings to*
9 *comply with the terms of Section 8 of the Settlement*, or alternatively
10 (through separate payment) obtain a formal release from that
11 requirement from Plaintiffs. Said payment to be negotiated separately
12 from this matter but bound by the performance Injunction to implement
13 Section 8 requirements fully.

15 **Prayer for relief**

16 Plaintiffs pray for

- 17 • Injunctive Relief as requested,
- 18 • Repeal of the Vexatious Litigant Ruling in full,
- 19 • Monetary Relief as requested,
- 20 • Any other Relief as indicated by the Court,
- 21 • Legal Fees in full;

22 Dated this day: 04/23/18



23 Tim Provis
24 Attorney for Plaintiffs
25 Cal. Bar No. 104800