Thomas A. Edwards Bar #110431
Daria Oath Admin. Affidavit in Support of Accusation

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of SANTA BARBARA

Subscribed and sworn to (or affirmed) before me on this 3rd day of January, 2025, by Haley Daria,
proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

CHRISTIAN ROMERO
Notary Public - California
Santa Barbara County
Commission # 2437859
My Comm. Expires Mar 2, 2027

(Seal)

Signature

S 288006

HALEY DARIA IN PRO SE
BOX 6112
SANTA BARBARA, CA 93160
haleydaria1@yahoo.com/805 722 7510

IN THE SUPREME COURT OF THE STATE OF CALIFORNIA

ACCUSATION RE: THOMAS A. EDWARDS BAR #110431

HALEY DARIA ACCUSOR VS. STATE BAR OF CALIFORNIA, Respondent,	OCTC FILING No. AUG 20, 2023/PG130 ACCUSATION STATE BAR Court/CRU No. 23-0-15375

Daria Oath Admin. Affidavit in Support of Accusation

RE: Securities Docs' Moved by Edwards Upon DARIA previously un submitted/un attested

I HALEY DARIA, hereby attest the foregoing as true according to my information and belief, in support of my Bar Accusation RE: Thomas A. Edwards. I am registered with the California State Board of Accountancy as a Certified Public Accountant candidate in that I have fulfilled all the education requirements, audit hours, CPA firm experience and examination for the certificate. I need 48 Hours continuing Ed to bring the certificate to license status. I have forgone licensure in that I have primarily worked in non profit accounting on a part time basis and the Music Industry instead. I am very knowledgeable of the documents, filings and matters of my claims and somewhat knowledgeable of my co WWWA LLC partners claims as set forth in SLO CV 130377 Dahl vs. Klein. I originally, from 2012 through 2017, when I entered the Northern district before the Honorable William Alsup in 3;17 05453 WHA/3;21 02712, fully believed, upon the representations and assurances of my partners of WWWA LLC, a CA partnership, Mark Tuttle and David Dahl and members of their families and associates, that at 2012-2017, I was assured, including by their attorney, who I helped hire him for them directly as I had sought the mans' help for myself in 2011 before I found my former partners had not in fact "voted" for a 17 day "freezeout@ April 2012; I found David Schwartz, Esqr. representing to me that we would all "join" at "some point" a class action against the Klein Group, once the "bad rulings" "against me" were "overturned". That so as "not to bring them down" i.e the WWWA LLC partners, per Officer Schwartz to me repeatedly [I spoke with him extensively, sharing documents and repeatedly from 2012 forward when I directly contacted him to help; Officer Schwartz adopted my legal arguments and discoveries for the bulk of his complaint filings in SLO, stating that the bad rulings against me would bring the others "down", and *that I had to have the bad rulings "overturned*" before I could join them"] I complied, however along the way I discovered false filings and "stipulations" by Latham, repeatedly that appeared to represent

maneuverings re: my claims, so to destroy them in courts of law during the Dahl v. Klein proceedings.

Under the Laws of the United States and California as to Penalty of Perjury I attest these statements and attachments herein as true according to my information and belief. Inclusive of my information and belief are near 3 thousand DE#3122079 corporate documents that were attested to directly and delivered directly to myself by Mike Noling, CPA, Board President DE#3122079 Andrew Denecochea, CPA and CFO (Bar Member Robin De Shayes Subsequent CFO thru this litigation) DE#3122079 and Thomas Adamski, CEO DE#3122079 (Robert Klein Subsequent CEO thru this litigation) at August 2011 and again at 2015-2017 in my co partners' SLO CV 130377 litigation; i.e. the documents I present have all either been attested to me directly in discovery in SB1341441 or attested in SLO CV 130377 discovery, or were filed under penalty of perjury in the estate probate filings of Michael B. Klein in SB Superior with Robin De Shayes, who Mike was actively divorcing at the time of his demise, with Robin De Shayes, earlier pushed out of Pacificor LLC by Mike, brought back on board to sell Web Associates, Inc. and to act as the Mike Klein Estate Attorney for Robert Klein as executor, with both Robin as CFO and Robert as CEO of Web Associates INC, DE#3122079 through these and other proceedings per their sworn DE Secty of State filings. That I believe these items I attach were all originated/written by Thomas A. Edwards of Latham San Diego and enforced by Latham Los Angeles, that the legal documents are written so as to prepare, promote and further the illegal conversion of the intellectual properties of WWWA LLC, a CA partnership, beginning at October 1999 [six months after I entered SB230268 to enforce ***my already existant contract*** of 1% ownership of WWWA LLC]to the Klein Group so as to benefit Thomas A. Edwards and other.

1) As to proving my claims I have sought to have adjudicated before Courts of law in the State of California and the Northern District Federal court these items have been wholly blocked by licensed state actors in fifteen years of hearsay after hearsay dismissal "hearings" utilizing multiple forgeries re: securities initiated, procured, and forced upon me strictly in courts of law and their adjunct offices; law offices, to steal my original cash award of the valuation of my 1% of WWWA LLC which with discovery gained at 2013, - would of totalled approximately $175-200 thousand dollars. That to date I have received only $51 thousand dollars, that my original $5 Thousand dollar check that Judge Adams found due me was originally absconded by ongoing acts of the Klein Group, Edwards and **Mullen and Henzell (who is understood to have pushed out Officer Staton with a settlement and his understood copy of the VOIDED "EX G" item)** who represented Staton before Judge Alsup and the ninth circuit in 2021-2022 and is now refusing to appear for Staton with him wholly unrepresented in that ongoing proceeding before the Ninth Circuit, that I and other WWWA LLC partners never received "dividends" and that the $51K received for the reverse triangular merger shorted me over twenty thousand dollars **per the original 7/24/00 % holding security I held that Thomas A. Edwards authored** to get the dismissal (W out prej) from me in SB230268, that Edwards at 2007 sought to conceal and destroy my 7/24/00 % holding contract with Latham Los Angeles and other taking act after act to conceal the item for Edwards and the Klein Groups Benefit; That as to the $51 thousand I received, I have never received a single penny for a supposed "2007 Settlement" re: "EX G".
2) That with certified financials as presented to me in SB1341441 discovery, as an original accounant, earlier preparing taxes, all $51 Thousand that I received, and every single penny that all the other WWWA LLC partners

received, as forced out of the DE#3122079 corporation by Edwards Reverse Triangular Merger Proceeding, all of the forced out shareholders received not one penny from the Klein Group not already our own, we all were given ***our own corporate monies***; THIRTEEN YEARS of post FED/CA tax operating profits, and not a penny more.

3) Some of these items as attached may have my commentary(blue lettering) so as to define the item further as circumstantial or other evidence. The items are also available as "clean items' if the Court requests such.

I HALEY DARIA, Under the Laws of the Great State of California hereby attest the statements and attached items herein as true according to my information and belief, in support of my accusation of wrongful acts by Officer Thomas A. Edwards of Latham and Watkins, San Diego, utilizing Latham and Watkins, Los Angeles as a defender, by wrongful acts, as propagators of Edwards originated legal document acts to stand in Courts of Law against myself and my co CA partnership owners of WWWA LLC

That Lathams' multiple, ongoing acts as originating against wholly unrepresented people, myself, Dahl and Tuttle, originated first at October 1999 [SEE page 15 of DARIA RJN Declarat. In Support; Mark Tuttle 2016 Declaration attesting 6.1.00 non consideration NDA forced signature **by EDWARDS AUTHORED LEGAL DOCUMENT** out of TUTTLE and ATTEMPTED DEMAND OF ME , **I refused, never have agreed/signed ANY NDA.**

A) Attached as EX A is a SLO Court Certified copy of a 30 person sworn stipulation to Judge Barry La Barbera attesting that in fact, the replacement stock certificate ambush in the Stradling law offices on

1/10/07 in fact gave me nothing, not a penny for a supposed "2007 $50 Thousand Dollar Settlement Contract" with the Klein Group, i.e. the forgery that is "EX G", that I purchased this 2015-2016 sworn "stipulation" immediately after discovering the items attachment dates & share numbers in fact supported further, my claims of "no 2007 consideration received" , I purchased the item from the register file of SLO CV 130377 Dahl v. Klein. At Aug 2023 I purchased a certified copy of the filing as made by Latham and Watkins on 10/2/15. This sworn item attests, by CFO Denecochea, that I held 64,667 shares as of the date of merger, Jan 12, ***i.e. or two days after the Edwards designed Stradling Law firm ambush on 1/10/07 for fraud on the execution signatures*** as Edwards, et al., have utilizied in the "EX G" debacle. Also attached is DE Secretary of State Certif. of Merger, filed by **EDWARDS LEGAL DOCUMENT STATE FILINGS AS** dated 1/12/07, denoting the merger date as being after my 1/10/07 ambush in Stradling, of DE#3122079, Web Associates Inc. that the sworn declaration refers to. I received this item at May-June 2012, the Cert of Merger, from David Dahl as presented to him by Officer Wayne Flick of Latham in 2012 when Mr. Flick was understood attempting to settle out Mr. Dahl and Tuttle from being associated with my then, pre SJ, proceeding in SB1341441, so as to destroy my claims in courts of law by Latham LA.

As currently pending in NINTH CIRCUIT;

See pages 48-58

https://holdthemaccountable.tripod.com/NINTHINNING/EXCERPT1.pdf

B) Attached is an excerpt of the Mark Aviles SB1341441 declaration in support of my motion to void the cash judgement; attested financials referring to a understood **EDWARDS AUTHORED LEGAL DOCUMENT** of October 1999 NDA/Share agreement with the Klein Group by WWWA LLC, financials I had never seen before or were aware of such Oct 1999 item. [SEE ACCUSATION PAGES 95 & 104 re: c Corp "CREATION" juxtaposed to LATHAM D.C. Representation "EDWARDS NEVER REPRESENTED Mark" i.e. WWWA LLC partners-while EDWARDS falsely stated he repped WWWA to BAR]

C) A Press release handed to me by Officer Staton for Mullen and Thomas Edwards, along side the **EDWARDS LEGAL DOCUMENT 7/24/00 % holding security of DE#3122079 Web Associates INC.,** that I would own .67 of the entire corporation, and that I challenged the share number within two hours of being handed that document, as I had prepared tax returns earlier, that Mullen, Edwards and Noling, CPA as Klein Agent, concealed, repeatedly represented to me I was in fact receiving .67 of the ENTIRE corporation when in fact, materially, they knew that to be not true, that I sought to see the share registry, and that EDWARDS, again, sought to conceal corporate documents from me re: my ownership equity to conceal his coordinated theft of my properties and claims, using courts as weapons and his legal documents. The Press release stated that Klein was an "investor" in WWWA LLC, when no such thing ever occurred but numerous legal documents in NDA format were originated by Edwards and defended by Latham LA, to keep the ruse and conversion going for the Klein Group, benefitting Edwards and Latham for fees and other.
https://fraudbynumbers.tripod.com/COMP_EX_P.pdf
https://fraudbynumbers.tripod.com/COMP_EX_II.pdf

D) Hereto as attached Cover sheet of SB1036018 Interpleader that Edwards helicoptered Mullen to file, **utilizing Edwards authored 7/24/00 securities documents**, falsely filing such an interpleader item that they "didn't care" who got the securities when the fact is they were demanding signatures from Dahl, Tuttle and myself, all unrepresented at August 2000 (I fired counsel for signing the $5K check due me before Judge Adams at 2/18/00 without any express permission, I still have never received a penny or an accounting, he was fee adjudicated and received over the exact value of the shares as per the dot com crash valuation documents by the Bank at Sept of 2000, when per his contract, his "services" were "over" as I was forced, by Mullen, to "hire" him back to "receive" the securities at Sept of 2000). The fact is I was and am, through courts of law, extorted of my 2/18/00 established properties, the intell properties and contracts of WWWA LLC, ongoing. Here is a link to the 3/6/00 share agreement that was handed to me 7/24/00, as **WRITTEN BY EDWARDS**, with signatures on 7/24/00 DESPITE the fact the SLO CV 130377 litigation extensively represents to Judge LaBarbera, LATHAMS Flick; that the "03/06/00" Share agreement is "UNSIGNED"
https://fraudbynumbers.tripod.com/COMP_EX_ZZ.pdf
https://holdthemaccountable.tripod.com/fraudunsigned30600shareagree.pdf

E) A January 9, 2007 **email to my hotmail account from Edwards**, sent to my workplace email at 8 pm, stating they already had a "vote" (which closed per the Merger docs at Jan 5) and an **elaborate EDWARDS LEGAL DOCUMENT NDA** I never saw nor signed, nor agreed to. This "version" has no reference to Joseph Elliott or his holdings. I did

not see this email or its attachment until AFTER I was ambushed at Stradling on 1/10/07 [I have filed this item with the federal courts a few years ago but I cannot get my old workplace hotmail account open at this time to re print the original item and I do not have the federal filing link available]

F) A December 13, 2009 **email to my current yahoo account from Edwards with elaborate threats**, with an **EDWARDS legal document NDA attachment** MATERIAL FORGERY that I have called a "FRAUD: for fifteen years; that had not one of my 1) 1/10/07 pre "execution signature" to retrieve the replacement certificate during the Stradling Law securities extortion event of 1/10/07 the day the IPHONE was announced to the World of WWWA LLC's central client ; APPLE COMPUTER, a fraud wholy devoid of my ***voiding interlineations, so as to acquire the singular share certificate, when I had already executed contracts [replacement sent by CFO] to receive 5-6 individual share certificates as then lost, interlineations written*** ON 2 TO 3 PAGES OF "TOTAL DURESS" "NO ATTORNEY" in 4-5 inch ink lettering, moving not a whit of consideration that was not already owned 2) not one of my 4.2.10 exhibit g markings or "Tom Adamski, CEO" that I added at 4.2.10 [because the attorney who ran out in front of my witness, not LA FITTE, said it was ADAMSKIS, CEO signature, but ADAMSKI for near TEN years REFUSED to attest that item or ANY OTHER security of mine! and I attached the fraud named forgery from EDWARDS to my unverified 4.2.10 FAC in SB1341441 [superseded 3 X's, never adjudicated-12/08/10 unverified with NO WAIVER was instead used for SJ with LAFITTES FORGERY AND PERJURY] calling the item a extensive "fraud" in 4 pages of unverified allegations, w 6-7 physical

"fraud attributes" described therein the item, the singular time I FILED THE 5 page item IN ANY PROCEEDING OR COURT over past 15 years, the attached NDA item however ***refers to Joseph Elliott holdings.*** I never agreed to execute this item. I was being extorted for signatures that I refused to execute in 2000 re: a 6/1/00 NDA item WWWA LLC co founder Tuttle executed. Edwards did phone me the same day, Jan 10 and I asked him "what about fraud?" because I didn't understand why he was emailing and phoning me and arguing with me about showing me the share registry, repeatedly telling me I had "no legal rights" to do such, he was still concealing that it was 1) A Klein corporation since day one that REFUSED TO BE BOUND to the Cash Corporate Debt it had just acquired by way of its scam on Dahl and Tuttle and myself; the forced purchase with our CA WWWA LLC cash and factorable Fortune 500 accounts receivable, then totalling near $5 Million CASH, that I had no knowledge of until fairly recently; that a scam on Judge Anderles' court and myself erupted that it was the CA LLC's "corporation" i.e. Mark and Dave and that the Klein Group were "investors" when instead, EDWARDS utilizied Courts of LAW TO FORCE THE PURCHASE of the Klein Group unregistered securities upon UNREPRESENTED, UNACCREDITED "INVESTORS", including, DAHL, TUTTLE AND MYSELF, all unrepresented and poor and that EDWARDS for the KLEIN GROUP, w ATTORNEY DESHAYES KLEIN at the helm, EDWARDS forced the securities PURCHASE utilizing LEGAL DOCUMENTS re: "representations" of "meeting" "ACCREDITED INVESTOR STATUS" so as to purchase such "Klein Group" securities, and forced such items upon Dahl and Tuttle and by association; myself 2) That Klein group had claims against me by way of the Oct 1999 non

consideration NDA docs with Dahl and Tuttle re: the Klein unregistered securities and the Klein "Investor" scam on SB Superior undertaking 3) that Edwards was utilizing securities to further conceal these facts, I told him only I would look over and "consider" the writing for "additional shares" once I got to Stradling to pick up my replacement certificates, contracts, 5-6, that I had already executed and notarized at my workplace re: the earlier extorted to the fired attorney, share certificates. I did ask Edwards to "add" a clause re: Elliott, as Elliott had said he would give me a 12% commission for securing his holdings in WWWA LLC years earlier. Once I saw the document, it was something I never agreed to, and there was only one certificate, approximating the same number of shares I was trying to have replaced; I VOIDED THE ITEM EXTENSIVELY with 4-5 inch INK ; TOTAL DURESS/ NO ATTORNEY, FRAUD and possibly X'ing out waiver language. ELLIOTT never gave me the 12% and instead later told me he was annoyed I had "stated his name" to Edwards. I signed the document, after the attorney ran out in front of my witness, DUNHAM, and AFTER I voided it. I signed it because EDWARDS stated on the phone call that day that I "had to sign" "something" to be able to "pick up stock certificate", ie. I had already executed contracts that stated the consideration was the replacement stock certificates, 5-6.

ATTACHED HERETO are the EMAIL from EDWARDS, and the THREE ATTACHMENTS; EDWARDS AND ALL DEFENDANTS/Corp Officers have REFUSED TO ATTEST WHAT EDWARDS SENT ME; the attached material forgery that moved no consideration to me that was not already mine, Edwards and all Defendants/Corp Officers ALL REFUSED in 15 years of proceedings to

ATTEST the material forgery utilized by Officer LaFitte and SIX other Officers; “EX G”, EDWARDS and ALL Def’s and Corp Officers REFUSED to tell myself or the courts WHY THEY COULD NOT produce 1) Original INK docs 2) COPY of supposed Original Ink Docs that they would of supposedly “received” from “someone” ; NON PERCIPIENT OFFICER PLANTED EVIDENCE in FEDERAL AND STATE COURT TO further SECURITIES FRAUD utilizing , exclusively, COURTS OF LAW, Federal and CA, as weapons to shut down court proceedings

Attached HERETO is the Original 7/24/00 security EDWARDS for LATHAM and the Klein GROUP Authored and instructed Mullen and Henzel to FILE in as a INTERPLEADER in my WWWA LLC Breach of Contract action that EDWARDS was in no way counsel for WWWA LLC, but DE#3122079, Web Assoc., Inc. & the Klein Group

https://mozearteffect.tripod.com/appealfind/edwardsforg.pdf

H) DE#3122079 CFO Denecochea, CPA Jan 17, 2007 email with the Replacement Stock Certificate CONTRACT(blank) attached, an understood **EDWARDS LEGAL DOCUMENT**, of which I had weeks earlier executed 5-6 of these, arriving at Stradling expecting the replacement stock certificates, instead finding the singular cert with a damning NDA I never agreed to, nor ever, executed. I voided the item, which moved nothing to me not already mine, the item was pushed on me while Edwards and Denecochea were actively concealing my 7/24/00 holding % of DE#3122079, of which I had no copy in 2007 and did not find the item until MAY OF 2 0 1 2, of which I demanded Judge Geck grant me judicial notice of the item, pre SJ proceeding of July 2012 and

Geck, to rid a unrepresented person of her court, maliciously, and repeatedly refused to grant notice or address the item in any single manner. https://fraudbynumbers.tripod.com/COMP_EX_C.pdf

I) 33K share certificate as signed by CFO Denecochea, dated 1-10-07 as pushed upon me **by Edwards phone calls and directives** re: Stradling law https://mozearteffect.tripod.com/fraud/33kCertificate.pdf

J) **Edwards DE#3122079 Merger document, authored by EDWARDS, outtake** that no litigation would be maintained, instituted or settled during Dec 2006 /Jan 2007 and that no shares were to be "issued" https://holdthemaccountable.tripod.com/SUPREME/MERGER_DOCS_CEO_ADAMSKIATTESTED.pdf

K) DE#3122079 Denecochea, CPA/CFO attested **EDWARDS written legal documents** for the Klein Group re: the hidden from myself and Dahl and Tuttle, 46% DIVESTMENT, proving no merger "vote" could of ever occurred, divestment of Rancho San Roque, Inc. AKA Pacificor INC. the "investor" in DE#3122079, the supposed "Mark and Dave corporation" I was hoodwinked into using my WWWA LLC partnership cash to purchase the unregistered securities thereof known SB Superior Court million dollar fraudsters; the Klein Group, pushed by California courts through our federal court system and state for twenty five years. https://mozearteffect.tripod.com/kleinbackdatednote.pdf/denecocheaaffa.pdf

L) Multiple law breaching the hedge fund "lock up rules" , PACIFICOR LLC hedge fund loans; various account holders moving funds out of the hedge to fund the Bank of New York Escrow proceeding re: the

conversion of DE#3122079 housing the absconded, without any consideration paid whatsoever from the Klein Group, but threatening **EDWARDS LEGAL DOCUMENTS** being utilizied; assets and operations of WWWA LLC, extorted by EDWARDS LEGAL DOCUMENTS converting such assets by way of triangulating **NDA's WRITTEN BY EDWARDS to conceal SECURITIES CLAIMS**/LEGAL CLAIMS and to move the assets solely to the KLEIN GROUP of which EDWARDS BENEFITTED. All loans were defacto securities that, without notice by EDWARDS, **the legal DOCUMENTS AS LOANS WRITTEN BY EDWARDS** LIENED my properties, without any notice to myself, Dahl or Tuttle, before any type of signature was gained from myself upon securities instruments (1/10/07) and before any merger "proceeding" was taken by the State of DE re: our properties(1/12/07).
https://mozearteffect.tripod.com/fraud/bronwynchoveled/lemurialie.pdf
two other loan docs are in my possession, currently can't find, all dated before my ambush; 2 million from Phil Bernstein, 1 Mill Anne Klein using exact same **EDWARDS AUTHORED LEGAL DOCUMENTS** listed above for 1M Chovel "loan" to fund the freezeout, Klein/Bernstein loans are listed below, as filed by Executor Robert Klein;
https://mozearteffect.tripod.com/fraud/bronwynchoveled/probateclose.pdf

M) Certified DE reports of DE#3122079 that it was incorporated by Latham San Diego (Chris Allingham confirmed to me last year) Thomas Edwards for the Klein Group at November 17, 1999, an understood one month or so after the October 1999 NDA "agreement" of Rancho San Roque, Inc. AKA Pacificor INC. with Dahl and Tuttle, 6 months after I filed my

contract action in SB230268 in April 1999. Only 1000 SHARES were authorized at 11/17/99. At 2019 I saw my first share registry of DE#3122079 that was maintained off company premises by the Klein Group with No Mark or Dave participation, NO SHARES were issued until MARCH 2000. AT March1 2000, the State of DE in its certified report stated that the 1000 Nov '99 shares as authorized would now turn into a mixture of common and convertible to common preffered. EDWARDS authored my 7/24/00 security % holding that I had rights and duties as preferred holdings. At 7/24/00 there was only twenty million shares, a mixture of common and convertible to common. No additional shares were ever issued from March 1, 2000 until the freezeout, only re issuance of names upon share certificates. At 7/24/00 the security I signed, the recital, stated I would receive .67 ***of the entire company***, which I agreed to as I had an earlier 1% holding contract of the LLC and was told Mark and Dave were being "diluted a third by an investor". At 7/24/00 after signing that item, the bottom of the page, i.e after the recital that invoked my signature, the bottom of the page said I would "in the future" be receiving share certificates (never received until almost Oct 2000), the share number looked to be in error and I refused two hours after I signed once I started inquiring about the number of shares. Noling, Board president assured me he had, as a CPA, "tied it out" and I was receiving the correct number of shares. At 2019, with the first share registry revealed, I discovered I was shorted 70 thousand shares.
https://mozearteffect.tripod.com/decertreports.pdf
https://fraudbynumbers.tripod.com/COMP_EX_UU.pdf

N) Attached is Officer La Fittes perjurous hearsay declaration that got me thrown out of court and a million dollar judgment on my head, courtesy of EDWARDS and La Fittes forgery document creation, fraud on the execution. La Fitte refused to depose me, take discovery upon me or state why he was robbing my first amendment right to allege EX G A FRAUD, with 6-7 physical fraud attributes of the item assigned in my unverified, singular 15 year filing at 4.2.10 of EX G. Refused to say why he didn't have the original ink, why he didn't have his own "copy" or anything about the attorney that ran out of the offices he was a managing partner of on 1/10/07 in front of my self and my witness, nor anything about me yelliing fraud and duress. La Fitte as the "merger attorney" also fraudulently took the 4th page of a EDWARDS LEGAL DOCUMENT THE "Written consent" 4 page item, LA FITTE added pages TWO AND THREE, but NOT the page 1 or the RECITAL. The written consent page 4, was materially, instead, a singular page I was handed by the attorney who later ran out on 1/10/07, an item I was told to "tally upon all the certificates ever issued to you", whereon I wrote 97K shares **per an OFFICER OF THE COURTS instructions**! I still had not received my replacement stock certificates as expected, just the one 33K certificate approximating the same number of shares, with me voiding, extensively the NDA document, **so as to receive the replacement that Edwards stated I had to sign "something" to pick up any certificate**; the lost stock certificates were never escheated to the State of CA as I instructed the Bank @2007-08, but are STILL OUTSTANDING AND ARE IN THE EXTORTED BANK BOX in SB with the original, fired, attorneys name on it, I never received my due 20 Million shares X . 67%; 134000 shares, let alone CEO Adamskis' sworn

declaration that before the merger @ 2006, I owned ".706" % of the entire corporation; if so, I would of received $70,600, per Adamskis' sworn bill of sale of the corporation to the Klien Group; TEN MILLION CASH CONSIDERATION! I have only received $51 thousand; shorted twenty thousand by the CEO's sworn declaration and total proof of the lie of a supposed "2007 $50 Thousand dollar settlement contract" EDWARDS propagates. https://mozearteffect.tripod.com/appealfind/g-22212-2-exg.pdf

https://fraudbynumbers.tripod.com/COMP_EX_VV.pdf

O) Attached is EDWARDS Feb 2012 and April 2012 perjurous declarations to SB1341441 where on all the above acts by LaFitte were undertaken by EDWARDS, ie. no depo, no discovery, no attachment of any original document, i.e singularly using the 4.2.10 FRAUD ALLEGATION document that JUDGE BROWN at 9.2.10 had already ruled "NO TRUTH FOUND"

https://fraudbynumbers.tripod.com/JUDGE_BROWN_NO_TRUTH_FOUND_4_2_10_EX_G.pdf

and the 4.2.10 unverified complaint was already replaced 3 times with no such "EX G" ever being filed again, with a demurrer WIN that stated no "WAIVER" was attached to the 12.08.10 operative unverified for SJ, complaint. EDWARDS maliciously, concealed the 7/24/00 security he wrote himself, refused to mention the item and refused to state why he had to use an unrepresented persons alleged fraud item.

https://mozearteffect.tripod.com/appealfind/EDWARDSOMISSIONOFDOC.pdf

https://mozearteffect.tripod.com/appealfind/i-41212-2-8-9-l1-l3.pdf

P) Edwards threat on Dahl and Tuttle in 2007, that they were all together, i.e. the Kleins, Edwards, Dahl and Tuttle, they were all partaking in a "TRICKY SITUATION" utilizing securities, legal documents and COURTS OF LAW that EDWARDS AUTHORED NEAR ALL LEGAL DOCUMENTS. [SEE ACCUSATION pg 124] I received this email from Mark Tuttle at or about 2013.

Q) ATTACHED HERETO IS AN EMAIL I received from David Dahl and Mark Tuttle re: **Securities DOCUMENTS as AUTHORED BY THOMAS EDWARDS for the Klein GROUP so as to convert the WWWA LLC properties to the Klein GROUP** by placing DAHL AND TUTTLE under heinous NON COMPETE agreements in 1999 re: a NEW INDUSTRY THEY BOTH HELPED DEVELOP/REFUSING THEM DIVIDENDS or STOCKHOLDER LOANS then PAYING THEM PENNIES TO SURVIVE by purchasing their UNREGISTERED KLEIN GROUP SECURITIES!!! DAHL AND TUTTLE AT ALL TIMES OVER THE LAST 30 YEARS AT NO TIME HAD COUNSEL OF THEIR OWN OUTSIDE OF ME HIRING SCHWARTZ FOR THEM IN 2013 AND **AT NO TIME WERE any of us, Daria, Dahl or Tuttle "QUALIFIED INVESTORS**" so as to purchase in 2000 the DE#3122079 unregistered securities that were forced upon myself as well by forgoing my $175-200,000.00 cash valuation due, Kleins received those monies and by EDWARDS legal DOCUMENTS STOLE THE ENTIRE COMPANY FROM US(SEE ATTACH PAGE 6 HIGHLIGHTS!) FRAUD UPON THE COURTS

UNDER PENALTY OF PERJURY OF THE LAWS OF CALIFORNIA

Daily Daria A Goleta, CA

January 3, 2025

ATTACH D

D- EDWARDS SCHEME AND LEGAL DOCUMENTS FORCING UNREG SEC ON UNACCREDITED IINVESTOR-COURT ESTAB CASH CREDITOR

982.2(b)(1)

RTY WITHOUT ATTORNEY (Name, state bar number, and address):
Staton, SBN: 089277
& HENZELL L.L.P.
st Victoria Street
Barbara, CA 93101
LEPHONE NO. (805) 966-1501 FAX NO. (805) 966-9204
EY FOR (Name): Plaintiffs

NAME OF COURT, JUDICIAL DISTRICT, AND BRANCH COURT, IF ANY:
ta Barbara County Superior Court
ACAPA DIVISION

ASE NAME: TUTTLE v. DARIA

FILED
SUPERIOR COURT of CALIFORNIA
COUNTY OF SANTA BARBARA
AUG 21 2000
GARY M. BLAIR, EXECUTIVE OFFICER
By JOHN PAUL VALDIVIESO, Deputy Clerk

K
V
CC
CA
AC
J
SR
AP
DOC
ST

CIVIL CASE COVER SHEET	Complex Case Designation	CASE NUMBER: 01036018
Limited X Unlimited	Counter Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 1811)	ASSIGNED JUDGE:

Please complete all five (5) items below.

1. Check **one** box below for the case type that best describes this case:

Auto Tort
- Auto (22)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort
- Asbestos (04)
- Product liability (24)
- Medical malpractice (45)
- Other PI/PD/WD (23)

Non-PI/PD/WD (Other) Tort
- *Business tort/unfair business practice* (07)
- Civil rights *(e.g., discrimination, false arrest)* (08)
- Defamation *(e.g., slander, libel)* (13)
- Fraud (16)
- Intellectual property (19)
- Professional negligence *(e.g., legal malpractice)* (25)
- Other non-PI/PD/WD tort (35)

Employment
- Wrongful termination (36)
- Other employment (15)

Contract
- Breach of contract/warranty (06)
- Collections *(e.g., money owed, open book accounts)* (09)
- Insurance coverage (18)
- Other contract (37)

Real Property
- Eminent domain/Inverse condemnation (14)
- Wrongful eviction (33)
- Other real property *(e.g., quiet title)* (26)

Unlawful Detainer
- Commercial (31)
- Residential (32)
- Drugs (38)

Judicial Review
- Asset forfeiture (05)
- Petition re: arbitration award (11)
- Writ of mandate (02)
- Other judicial review (39)

Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 1800–1812)
- Antitrust/Trade regulation (03)
- Construction defect (10)
- Claims involving mass tort (40)
- Securities litigation (28)
- Toxic tort/Environmental (30)
- Insurance coverage claims arising from the above listed provisionally complex case types (41)

Enforcement of Judgment
- Enforcement of judgment *(e.g., sister state, foreign, out-of-county abstracts)* (20)

Miscellaneous Civil Complaint
- RICO (27)
- X Other complaint *(not specified above)* (42)

Miscellaneous Civil Petition
- Partnership and corporate governance (21)
- Other petition *(not specified above)* (43)

2. This case is X is not complex under rule 1800 of the California Rules of Court. If case is complex, mark the factors requiring exceptional judicial management:
   a. Large number of separately represented parties
   b. Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
   c. Substantial amount of documentary evidence
   d. Large number of witnesses
   e. Coordination and related actions pending in one or more courts in other counties, states or countries, or in a federal court
   f. Substantial post-disposition judicial disposition
3. Type of remedies sought *(check all that apply)*:
   a. monetary b. X nonmonetary; declaratory or injunctive relief c. punitive
4. Number of causes of action *(specify)*: 1
5. This case is X is not a class action suit.

Date:
Mack S. Staton, SBN: 089277
(TYPE OR PRINT NAME)

▶
(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE
- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate, Family, or Welfare and Institutions Code). (Cal. Rules of Court, rule 982.2.)
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 1800 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a complex case, this cover sheet shall be used for statistical purposes only.

829

Mack S. Staton, SBN: 089277
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Attorneys for Plaintiff MARK TUTTLE and WEB ASSOCIATES, INC.

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SANTA BARBARA

ANACAPA DIVISION

MARK TUTTLE; WEB ASSOCIATES, INC., a Delaware Corporation, **Plaintiffs,** v. **HALEY DARIA, GARY SPRITZ, and DOES 1 through 5, inclusive,** **Defendants.**	**Case No. 01036018** **AMENDMENT TO COMPLAINT IN INTERPLEADER; NOTICE OF ERRATA**

Plaintiffs hereby file the exhibits referred to in the complaint.

DATED: August 22, 2000

MULLEN & HENZELL L.L.P.

By: _____
Mack S. Staton
Attorneys for Plaintiffs

\\Fs1\wol1\DATA\15834\0008\Amd to Complaint in Interpleader.doc

RELEASE AND FULL SETTLEMENT AND COMPROMISE

I, Haley Daria, have contended that Mark Tuttle made certain promises to me while we were living together including, but not limited to, the promise that I was entitled to be paid for services rendered by being granted a share of Web Associates, Inc. I have further contended that Web Associates, Inc. and Tuttle (hereinafter Releasees) are responsible for fulfilling this promise, and that they are responsible for additional damages as more fully set forth in my Complaint, Case No. 230268, entitled *Daria v. Tuttle, et al.*, Santa Barbara County Superior Court.

It is now my desire to settle this matter, and this Release and Full Settlement and Compromise is intended to recite the terms of the settlement, in that all of my claims associated with the lawsuit are intended by this document to be resolved.

Therefore, in exchange for the granting to me of the ownership of two-thirds of one percent of the company, calculated as of February 18, 2000, receipt of which is hereby acknowledged, I hereby release, discharge, and acknowledge as fully paid and compromised all claims, demands and causes of action which I may have or may hereafter have to recover damages against the above-named releasees for any form of damages which in any way arise out of the relationship between plaintiff and releasees to me or injuries sustained by me of whatever nature, including damages and consequential damages, known or unknown, anticipated or unanticipated by me.

It is intended by me that this release shall be binding upon all of my successors-in-interest, assigns and/or heirs. With advice of counsel, I acknowledge familiarity with section 1542 of the *California Civil Code* which provides as follows:

> "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which, if known by him, must have materially affected his settlement with the debtor."

I hereby expressly waive and relinquish any and all rights which I may now have or which may be conferred upon me by the provisions of section 1542 of the *California Civil Code* to the fullest extent that I may lawfully waive such rights.

It is expressly agreed that as part of this Release and Full Settlement and Compromise, I have received the Stockholder's Agreement; a Joinder Agreement which I am concurrently executing; and that upon receipt of these documents back from me and my counsel, the necessary steps will be taken to transfer the stock to my name and the delivery of a stock certificate evidencing 64,667 shares of Web Associates, Inc. shall be delivered to my counsel.

...r agree that I will execute any other such documents as are required from time to ...ame manner as any other owner of preferred stock, and I agree that I am bound by ...f the Stockholder's Agreement. I understand that no other consideration has been ...to me. I have received the advice of counsel in the executing of this release and the ...settlement of this case.

...ED: July ___, 2000

Haley Daria

DATED: July 21, 2000

Gary Spritz
Attorney for Plaintiff

\\FS1\VOL1\DATA\15834\0008\Release.doc

ATTACH E

ATTACH F

F EDWARDS DEC 13 2009 WIRE OF FORGERY ITEMS-EDWARDS AND ALL DEFS/CORP OFFICERS IN 15 YRS PROCEEDINGS ALL REFUSED TO ATTEST THESE EXACT ITEMS OR ANY APPROXIMATION THEREOF THESE EXACT ITEMS OR MY EDWARDS AUTHORED 7/24/00 SECURITY OF DE#3122079

MOST CONCERNINGLY IS THE FACT THAT BOTH EDWARDS/LAFITTE PERJOUROUS DECLARATIONS IN SB 1341441 TO JUDGE GECK ATTESTED ONLY PAGES 2,3 &4 OF A "WRITTEN CONSENT" IE. A VOTE; i REFUSED TO VOTE; IT CLOSED ON JAN 5, ON JAN 10, THE ATTNY THAT RAN GAVE ME o n l y PAGE 4 OF THE CONSENT & INSTRUCTED ME TO TALLY # OF ALL CERTS ISSUED INCLUDING THOSE LOST!! THEY ARE STILL IN BANK BOX!!

see Edwards declarations where he (and lafitte) BOTH refuse to attest a single document EDWARDS wired me 12-13-09 that I constructed the fraud ex g from:

BOTH lafitte AND Edwards refused to FILE the 4 page WRITTEN CONSENT I actively represented in writings I would NEVER execute, ie. a “vote”, refused to file the 4 page item Edwards WIRED to me 12/13/09 that “EX G” was built “from” but here below in their declarations;, they only ADD pages 2 and 3 of the “vote”, i.e NO RECITAL, because I never agreed to it, ONLY page 4 was handed to me by attorney before he ran out of Stradling conference room on 1/10/07, he said I “had to tally” all the # of certs or cert total share amounts on that page, even though they never gave me the actual replacement certif I had earlier signed contracts for!!!

https://mozearteffect.tripod.com/appealfind/i-41212-2-8-9-l1-l3.pdf

https://mozearteffect.tripod.com/appealfind/EDWARDSOMISSIONOFDOC.pdf

La Fitte; here utilizing not Edwards 12-13-09 item, that had NO EX markings or “TOM ADAMSKI CEO”which I added at 4.2.10 to my FRAUD EXHIBIT! But using his law license to kill my claims and FIRST AMENDMENT RIGHTS to allege “G” a “FRAUD” i.e. that I was a supposed liar just by the power of his CA “license” to do such!;

https://mozearteffect.tripod.com/appealfind/g-22212-2-exg.pdf

RE: Filing Monday Dec 14 10 am/Need Officer Liab Insur Information

From: thomas.edwards@lw.com

To: haleydaria1@yahoo.com

Cc: tadamski@level-studios.com; sfraenkel@kreindler.com; mlabaton@kreindler.com

Date: Sunday, December 13, 2009 at 05:22 PM PST

Ms. Daria--I would strongly urge you to consider carefully your recent actions and threatened actions vis a vis LEVEL Studios before you incur significant liabilities. I have reviewed the claims you appear to be making against LEVEL Studios and their affiliates and they all seem to be foreclosed by the prior Settlement Agreement you entered into with Web Associates on January 10, 2007 (documentation attached). At that time you accepted 33,000 additional shares of Web Associates (now known as LEVEL Studios) in return for a complete release of all of your claims regarding your shares and the Merger. You also consented all of your existing shares and new shares in favor of the Merger (attached). As a result you have no have no further claims against LEVEL or Web Associates or any of their past, present and future officers, directors, employees, insurers, agents, attorneys, representatives, partners, members, owners, predecessors and successors-in-interest regarding your prior share ownership or the Merger. I would expect that your attorney (if you have engaged one and it is unclear from your emails whether you have actually engaged an attorney and whether in fact the attorneys copied on your emails represent you or not) will advise you of this. Even without the release you made in the Settlement Agreement under Delaware and California law your sole remedy for a cash merger would have been an appraisal or dissenters rights action and you would have had to have voted against the Merger with your shares which you did not. Similarly any other former shareholders who would have wanted to object to the Merger would have had to vote against the Merger and bring dissenters rights or appraisal actions against the Merger a long time ago which they did not. If you still persist in bringing a frivolous lawsuit against LEVEL you will be subject to liability under the Settlement Agreement including all attorneys' fees incurred by LEVEL as the prevailing party. Similarly if you persist in publicly making untrue statements about LEVEL or its officers and directors or other representatives you could be liable for damages for libel or slander as well. I am not sure why now after more than two years since the Merger you are suddenly again making these types of claims against LEVEL, but I would strongly urge you consult with an attorney and seek their advice regarding the feasibility of such claims. LEVEL is simply not going to offer you any form of payment or "nuisance settlement" if that is your intention. Instead, they are prepared to quickly seek a final determination in Court regarding any claims you are alleging. LEVEL has acted honorably and responsibly in all aspects of the Merger and is prepared to defend its actions in Court if necessary. The Merger was also overwhelmingly approved by all of the independent shareholders including yourself. Given the long period of time that has passed since the Merger, the existing corporation laws in both California and Delaware, your Settlement Agreement and the unsupported nature of the allegations you are making, LEVEL is confident any claims you may wish to pursue will be summarily dismissed by a Court in relatively short order. LEVEL will then pursue their claims for damages against you. If you or your attorneys would like to discuss this further you may reach in my office on Monday. Otherwise I would again urge you to first consider carefully your actions in this regard.

Thomas A. Edwards

LATHAM & WATKINS LLP
600 West Broadway, Suite 1800
San Diego, CA 92101-3375
Direct Dial: (619) 238-2821
Fax: (619) 696-7419
Email: thomas.edwards@lw.com
www.lw.com

From: Haley [mailto:haleydaria1@yahoo.com]
Sent: Friday, December 11, 2009 7:58 PM
To: Edwards, Thomas (SD)
Cc: tadamski@level-studios.com; sfraenkel@kreindler.com; mlabaton@kreindler.com

Subject: Filing Monday Dec 14 10 am/Need Officer Liab Insur Information

If anyone would like to discuss this with my mom and I over speaker phone whilst I am working on it, I will be available at 805 618 8428. Also, Please exted the fiduciary duty of extending to the executor of Klein's estate my offer to settle.

I just pulled out the Merger mailing that was Dated December 13, 2006, so I have to have this filed Monday morning and will amend immediately if needed by a pro. I noted on the envelope that I did not actually pick it up at the PO Box until the 18th. Note is also made re: the deliberate timing of only 2 weeks notice for owners over the holidays to determine their rights as well as the fact that for almost 2 solid months I inquired of Adamski the status of the financials and the company with no reply re: this major development of my holdings. Additional note is made re: Adamski's written notification that I had no rights to determine the other minority stockholders via inspecting the books/stock register as I repeatedly requested in an effort to cancel my stockholder rights. I now need the Officer Liability Insurance Company information or name.

I will be listing/amending as follows:

Tom Adamski
Web Associates
Level-Studios
Estate of Michael Klein
Executor of Estate of Michael Klein
Others to be determined

Mr. Adamski & the board & Klein, specifically, more than anyone, represented alot of information to me, both written and verbal, that I have determined was misleading and omitive. Mr. Noling, the assigned stockholder representative was virtually un-available to me over this 2 week window, and instead Mr. Edwards and Mr. Adamski conferred with me, this was directly in conflict of interest of my interests as a stockholder as Adamski continued on, when I directly questioned him in writing re: the non-competition agreement he did not reply except to say the Officer Insurance covered him. My understanding of Mr. Edwards was that he was primarily Mark Tuttle's attorney and that he would not be continuing on in representing Level Studios, as I was told Tuttle would no longer be involved in the subsequent company on any level, but now I have been informed differently.

The reasons given by the "Special Committee" authorizing the "Merger" are in light of my findings of this past year, of a harmful character in regards to any interests of the minority stockholders. They are instead designed and largely referenced to benefit said Buyer, Michael Klein. In particular is Item 4 "alternatives that could provide liquidity.." in reference to minority stockholders and the fiduciary duty due to the minority stockholders there is negligence in the assumption on page 12 of the information statement, section "Reasons for the Merger" .

"The Special Committee did not find it practicable to quantify, analyze or assign relative weights to each individual factor to reach its determination....." as only 2 of the 10 "factors" directly effect the outcome for said minority stockholders, evidence is made as to the negligence in not weighing or determining a amount representing these items.

Most notable would be a direct item resulting in the minority stockholders interest, namely,

"alternative acquisitions" and an initial public offerning. Plaintiff makes particular note at the December 8, 2009 notice proferred by Level-Studios, aka Web Associates, target subsidiary, of its "partnership" with Kyte TV with its CEO Daniel Graff, and former CTO Joseph Elliott. A Multi Million dollar JDF funded international entity. Particular attention should be paid to the fact that Plaintiff specifically inquired at the time before said freezeout merger from Adamski, operating contra to minority interests by his pledge to continue with said Buyer in denying to Plaintiff "involvement "At This Time" of Graf and/or his company", as well as the fact Plaintiff directly was responsible for the involvement, including the proferring of a Board of Director position on the original Web Associates board of Directors and the proferring of said programmer in the development of Web Associates/Level Studios main software code "Support Suite" written in large part, the template of code developed thereof by Kyte TV's CTO Joe Elliott. Plaintiff previously exerted due diligence on Ellliot's behalf in making sure Web Associates was accountable to him in the original issuance of stock to Board Members (which was not followed originally-he was not included in the original list of Founders stock).

The form of this merger, as I have just discovered today, is what is called a "Freezeout" merger. By deliberatly not detailing or naming this type of merger, which is known in the corporate lexicon for those dealing with such a thing on a regular basis, if one looks for it named specifically, one can become informed. Buyer deliberately muddied the waters for stockholders to determine just exactly which type of multi faceted merger this beast was, much less the fact of knowing that there were other types of "Mergers" & what was being hoisted upon them. Inclusion of the term "Attorney Review Needed" for any purpose of deeming actual notice served of such "Freezeout Merger", is not of a caliber to construe effective notice of such an obvious and glaring ommission, thus resulting in misrepresentation and injury for minority owners of Web Associates stock.

The term "Freezeout" itself, would put any reasonable and prudent person on notice. Plaintiff will attempt to show a recurring theme and practice as such to deliberately mislead stockholders resulting in Buyers benefit, whether deliberate or not.

TOM!!

I am just NOW getting started, this kills my weekend!! I will also be specifically referencing in re: to the state of California a specific finding to hold to task the abuses of De. corporations and the fact I was awarded part of a California partnership originally, not a De corporate form, and no consideration was given thereof.

Tom, Good to hear from you! I have been amping up this past week because no one was responding.

(1) **Business Purpose Test**

a. ***Requirement – Some states require that the transaction not only***

be fair, but that the parent also have some business purpose for the merger, other than eliminating the minority.

(i) ***Coggins v. New England Patriots Football Club*** (KRB, 725–31) (Mass. 1986).

WILL THE CALIFORNIA COURTS MAKE A Different STAND RE: Level Studios??:

b. *Delaware – Abandoned the business purpose requirement. (Weinberger)*

(2) **"Entire Fairness" Test** – DE squeeze-out mergers subject **2-Prong Entire Fairness Test**:

a. ***Fair dealing*** – Court held that valuation must take into account "all relevant factors," including discounted cash flow.

(i) ***Discounted cash flow method – Generally used by the investment community looks at the co.'s anticipated future cash stream and then calculates present cash value.***

(ii) ***Fair dealing – When the transaction was timed, how was it initiated, structured,***

negotiated, disclosed to the directors, and how the approvals of the directors and stockholders were obtained.

☞ Indep. Negotiating Comm. – Court strongly recommended that the subsidiary board form a committee of outside directors to act as a representative of the minority shareholders.

(iii) ***Weinberger v. UOP, Inc. (KRB, 712–23) – (De. '83) A freeze-out merger without full disclosure of share value to minority shareholders is invalid. For a freeze-out merger to be valid, the transaction must be fair.***

b. ***Rabkin v. Philip A. Hunt Chemical Corporation*** (KRB, 731–37) – (Del. '85) Delaying a merger to avoid paying a contractual price may give rise to liability to minority shareholders. While an appraisal is an appropriate remedy in many instances, it is *not the only remedy*. In cases of fraud, self-dealing, manipulation, and the like, any remedy that

will make the aggrieved shareholder whole may be considered. ***In the context of a cash-out merger, timing, structure, negotiation, and disclosure are all factors to be taken into account in ruling upon the fairness of the transaction.***

(3) *Remedy in Squeeze-Outs*

a. *No damages, just appraisal – Even if minority shareholders prove the squeeze-out is unfair, they are not necessarily entitled to recover damages. Appraisal rights are the exclusive remedy when the squeeze-out is challenged on price, Weinberger, unless:*

(i) *Fraud, misrepresentation, self-dealing, deliberate waste, or palpable overreach.*

B. **De Facto Non-Merger** – Rejected in Delaware.

(1)

Doctrine – DE: If a transaction takes the form of a merger, but is *in substance* (or *de facto*) a sale of assets followed by redemption, the claimants are *not* entitled to redemption rights.

(2) ***Rauch v. RCA Corporation*** (KRB, 738–40) – When GE acquired RCA, all common and preferred shares of RCA stock were converted to cash. Each share of preferred stock would be converted from $3.50 to $40.

π claimed that the merger constituted a *liquidation or dissolution or winding up of RCA and a redemption of the preferred stock*, and under Articles, preferred stock could be redeemed at $100. Held: Under DE law, a conversion of shares to cash that is carried out in order to accomplish a merger is *legally distinct* from a redemption of shares by a corporation. RCA was allowed to choose conversion over redemption, and since the $40 conversion rate for Preferred Stock was fair, π had no action.

Shareholder Protection in Mergers

Appraisal Rights

- In certain circumstances, a dissatisfied shareholder can be cashed out at a price determined by the court to be fair. (this is called appraisal rights)
  - Mergers: A shareholder who has the right to vote on a merger also has appraisal rights.
    - Exception: shareholders have appraisal rights in short form mergers.
  - Asset sales: no appraisal rights to stockholders in Delaware for asset sales.
  - Forward Triangular Mergers: Acquirer's side - no appraisal rights, target's shareholders usually do.

- Reverse Triangular Merger: Acquirer's rights - no appraisal rights; Target's shareholders do only if the corp. is statutorily merging into the shell corp.

Procedures for Appraisal

1. Corp. must notify shareholders of appraisal

rights when the merger or sale is announced.

2. Shareholder must notify the corp. before the shareholder vote, that he demands payment of the fair value of his shares. Holder must not vote in favor of transaction.

3. The holder must deposit his shares with the company

4. Court then determines what amount is due to shareholder.

- Fair value must be determined without reference to the transaction itself

- Minority shareholder would get the same price per share as a majority shareholder

Additional Remedies

- If transaction is illegal, or there has not been proper procedure, the shareholder can enjoin transaction instead of exercising appraisal rights.

- If the company deceives its shareholders to get approval of transaction, a shareholder can attack the transaction instead of exercising appraisal rights.

- If the shareholder argues that the proposed transaction is unfair to the shareholders due to

self-dealing by insiders, the court may grant an injunction.

Judicial Review of Substantive Fairness

- Most likely to work if there is strong self-dealing involved with the transaction.

- Requirements:

1. Plaintiff has burden to prove transaction was unfair

2. Must show the price was so grossly inadequate as to amount to constructive fraud.

3. But if there is self-dealing, the proponents of the transaction must demonstrate its entire fairness.

Freezeouts

- Freezeout is a transaction in which those in control of a corporation eliminate the equity ownership of the non-controlling shareholders. (force to sell shares or eliminate them)

- Shareholders will be legally compelled to give up stock ownership, unlike a squeezeout where they are just coerced in a practical but not legal sense.

- Most likely to occur in:

1. Two step acquisition transaction: Acquirer buys majority of target's stock and then eliminates the remaining shareholders through some sort of merger.

2. Two long-term affiliates merge, and the controlling parent eliminates the publicly-held minority interest in the subsidiary

3. Where a company goes private.

- Rules for evaluating a freezout:

- Court will try to verify that the transaction is basically fair

- Scrutinize the transaction especially closely since minority holders are being cashed out instead of getting stock.

Freezeout Techniques

1. Cash out merger. Insider causes corporation to merge into a well-funded shell, the insiders determine an amount of cash to pay minority holders.

2. Minority shareholders can also be bought out in a short form merger

3. Reverse stock split: outsiders end up with fractional share, corporation can then make the

owners of the fractional shares exchange them for cash.

Federal Law on Freezeouts

10b-5: Minority may be able to attack freezeout as a 10b-5 violation.

- Not likely if there has been full disclosure, even if it seems unfair to shareholders

- Court may find violation if insiders have concealed or misrepresented material facts

13e-3: Requires extensive disclosure by insiders in a going-private transaction.

State

Law on Freezeouts: more likely for a cause of action to succeed

- Freezeouts usually involve self-dealing by the insiders, so state courts closely scrutinize

- In Delaware, the court has to find that the transaction is basically fair.

- Fair price & Adequate disclosure

- Fair procedures used by board in approving

- If the freezeout is in a closely held corporation, it usually gets closer scrutiny.

- Same with squeezouts, where insiders try to

get minority holders to sell by doing stuff like cutting off dividends or salary.

- causes greater damage to shareholders in close corporations

- courts often find a fiduciary duty to minority in close corporations

Okay, I just found more information. THIS WAS NOT A REVERSE Triangular Merger, it was a "Freezeout". I NEVER saw that term anywhere on any of the submitted paperwork.

From DAY ONE, I have it in writing that I did not want to sell...that this was my RETIREMENT, I never intended, EVER, to touch it, instead I got told verbally and in writing that I had no choice, I specifically remember asking if I would instead get stock, ie.. replacement stock, I was told , and in writing, that the only way I could "fight it" at the time was to hire a valuation FIRM, which I certainly looked into, including a professor at Pepperdine, which would cost me roughly 30K and then fight it in court, I've got that in writing from TOM...and THIS is the way I was understanding "Reverse Triangular Mergers" in '06, you KNOW I was arguing over and over re: worth, my right to own it...blah, blah blah

Then!! I talk with Tom Metzinger, after speaking to somebody else 8 months ago who did not flat out address this, and the first thing outtah his mouth is "who told you you had to sell this?" So, I've really been freaking out, outside of the revenues and all the rest, Tom.

So, just now, I find a Nov '09 pronouncement from the AICPA re: the tax handling of this , and it SAYS: (see page two, mid column of below link)

that the "dissenting stockholder" can DEMAND CASH, i.e. I DIDN'T HAVE that RIGHT, I was told I had to get a valuation /sue to get more than Kleins whitewashed numbers.

THIS IS WRONG, and all the additional stuff is wrong too. This was framed to me as that ,,,and Tom said it in writing "even if you do nothing you'll still receive a check", I WAS DEMANDING more, I was demanding my OWNERSHIP not be messed with

You people repeatedly asserted to me 51 lousy cents a share, not a penny more, now this is saying you can demand more

https://www.aicpa.org/pubs/taxadv/nov2009/stewart.pdf

--- On **Fri, 12/11/09, THOMAS.EDWARDS@LW.com <*THOMAS.EDWARDS@LW.com*>** wrote:

From: THOMAS.EDWARDS@LW.com <THOMAS.EDWARDS@LW.com>
Subject: Re: Tom Edwards?
To: tadamski@level-studios.com, haleydaria1@yahoo.com
Date: Friday, December 11, 2009, 9:56 PM

Haley- I am traveling today but please call my office on Monday and we can discuss. Tom Edwards

---

From: Tom Adamski <tadamski@level-studios.com>
To: Haley <haleydaria1@yahoo.com>; Edwards, Thomas (SD)
Sent: Fri Dec 11 08:53:49 2009
Subject: Re: Tom Edwards?

Haley,

Tom Edwards continues to represent LEVEL. I've copied him on this email; please direct your inquiries to him.

Tom

On 12/8/09 1:36 AM, "Haley" <haleydaria1@yahoo.com> wrote:

> Tom
>
> Is Edwards Level Studios representative? Sorry to bother you, I am trying to dialogue. I am now starting a internet search for the former stockholders/employees. It does appear the trademark was transferred and that a sort of franchise deal is actualizing?
>
> Please inform, I do not want to have to drive up there and ask or start phoning.
>
> I've got a business journal wanting to follow my developments on this, but first I have to decide if I am getting an attorney or settling this myself.
>
> I owned 1% of this company as a founder, and in no way was 51K worth what I put into it or the 13 years I owned it, you had no right to take it from me, I cannot believe you really think 51K and taking the stock from me was fair.

.....

Tom Adamski
President | CEO
LEVEL Studios
Desk: 805.782.4664
Cell: 805.471.7950
http://level-studios.com

Daria Stock Certificate.pdf
1.4MB

Settlement Agreement (Daria).pdf
197.8kB

Daria Stockholder Consent.pdf
187.8kB

WRITTEN CONSENT

OF THE

STOCKHOLDERS

OF

WEB ASSOCIATES, INC.

(a Delaware corporation)

The undersigned stockholders of Web Associates, Inc., a Delaware corporation (the "Corporation"), representing the holders of more than 50% of the Corporation's Common Stock and more than 50% of the Corporation's Series A Preferred Stock (collectively, the "Stockholders") as of December 13, 2006 (the "Record Date"), do each hereby adopt the following recitals and resolutions by written consent in lieu of a meeting, pursuant to Section 228 of the Delaware General Corporation Law, with the same force and effect as though adopted at a meeting duly noticed and held:

Agreement and Plan of Reorganization

WHEREAS, a copy of that certain Agreement and Plan of Reorganization dated as of November 30, 2006, by and among the Corporation, WA Associates, LLC, a Delaware limited liability company ("Buyer"), WA Associates, Inc., a Delaware corporation and a wholly owned subsidiary of Buyer ("Merger Sub"), and Michael S. Noling, as Stockholders' Representative (the "Merger Agreement"), all the exhibits and schedules thereto and each other document contemplated by the Merger Agreement with respect to which the Corporation is a party (collectively, the "Merger Documents"), pursuant to which Merger Sub will merge with and into the Corporation, with the Corporation continuing as the surviving corporation and as a subsidiary of Buyer (the "Merger"), have been presented to the Stockholders in substantially the form described in the Information Statement dated December 13, 2006 (the "Information Statement");

WHEREAS, the Board of Directors of the Corporation has previously adopted and approved the Merger Documents; and

WHEREAS, it is deemed to be advisable and in the best interests of the Corporation and its stockholders for the Corporation to enter into the Merger Documents.

NOW, THEREFORE, BE IT RESOLVED, that, immediately prior to the closing of the transactions contemplated by the Merger Agreement, the Corporation shall cause Merger Sub to be merged with and into the Corporation pursuant to the laws of the State of Delaware and as provided in the Certificate of Merger (as defined below), so that the separate corporate existence of Merger Sub shall cease as soon as the Merger shall become effective, and thereupon Merger Sub and the Corporation will become a single corporation, which shall continue to exist under, and be governed by, the laws of the State of Delaware;

RESOLVED FURTHER, that the form, terms and provisions of the Merger Documents in substantially the form attached as Annex A to the Information Statement (including the Certificate of Merger pursuant to which Merger Sub will be merged with and into the Corporation (the "Certificate of Merger") to be filed in the Office of the Secretary of State of the State of Delaware) and the Merger contemplated thereby be, and they hereby are, approved and adopted in all respects; and

RESOLVED FURTHER, that the executive officers of the Corporation be, and each hereby is, authorized, empowered and directed in the name and on behalf of the Corporation to execute and deliver the Merger Documents for and on behalf of the Corporation and to perform the obligations thereunder, with such changes as such officers may, in the exercise of their discretion, approve, as evidenced by their execution thereof.

Stockholders' Representative

WHEREAS, the Merger Agreement designates Michael S. Noling to act as the Stockholders' Representative thereunder;

WHEREAS, it is deemed desirable and in the best interests of the Stockholders to appoint Michael S. Noling as the Stockholders' Representative under the Merger Agreement:

NOW, THEREFORE, BE IT RESOLVED, that Michael S. Noling is confirmed and ratified as the Stockholders' Representative under the Merger Agreement and is hereby granted all the power and authority specified in the Merger Agreement and the agreements contemplated thereby, and each Stockholder agrees to be bound by the actions of the Stockholders' Representative taken on the Stockholders' behalf pursuant to the terms of the Merger Agreement and the agreements contemplated thereby; and

RESOLVED FURTHER, that the Stockholders' Representative be and is, authorized, empowered and directed to take such further action and to execute, make oath to, acknowledge and deliver, from time to time in the name and on behalf of the Stockholders under the Merger Agreement, such other agreements, instruments, certificates, permits or documents and to do or cause to be done any and all such other acts and things as such Stockholders' Representative may, in his sole discretion, deem necessary, appropriate or advisable in order to fully carry out the intent of the foregoing resolutions, the taking of such actions to be conclusive evidence that the same have been authorized and approved.

General Authority

RESOLVED, that the executive officers of the Corporation be, and each hereby is, authorized, empowered and directed to take such further action and to execute, make oath to, acknowledge and deliver, from time to time in the name and on behalf of the Corporation, and under its corporate seal or otherwise, such other agreements, instruments, certificates, permits or documents and to do or cause to be done any and all such other acts and things as such executive officers of the Corporation may, in their sole discretion, deem necessary, appropriate or advisable in order to fully carry out the intent of the foregoing resolutions, the taking of such actions to be conclusive evidence that the same have been authorized and approved; and

RESOLVED FURTHER, that all acts and things previously done and performed (or caused to be done and performed) in the name and on behalf of the Corporation prior to the date of these resolutions in furtherance of any of the foregoing resolutions and the transactions contemplated therein be, and the same hereby are, ratified, confirmed and approved.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

THIS ACTION BY WRITTEN CONSENT may be executed in counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one instrument as of the date consents with respect to a majority of each class of stock outstanding as of the Record Date are received by the Corporation. This Action by Written Consent shall apply to all shares of the Corporation held by the undersigned.

January 10, 2007
Date

97,667
Number of shares of Common Stock

Number of shares of Series A Preferred Stock

Haley DAnia
Print or Type Name of Stockholder

Haley Danie
Signature of Stockholder

Title of Signatory, if applicable

INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE

NOVEMBER 17, 1999

NUMBER 212

SHARES 33,000

WEB ASSOCIATES, INC.

50,000,000 SHARES COMMON STOCK
$.0001 PAR VALUE EACH

5,000,0000 SHARES SERIES A PREFERRED STOCK
$.0001 PAR VALUE EACH

THIS CERTIFIES THAT Haley Daria IS THE REGISTERED

HOLDER OF 33,000 **Shares of the Common Stock of**

WEB ASSOCIATES, INC.

HEREINAFTER DESIGNATED "THE CORPORATION," TRANSFERABLE ON THE SHARE REGISTER OF THE CORPORATION UPON SURRENDER OF THIS CERTIFICATE PROPERLY ENDORSED OR ASSIGNED.

This certificate and the shares represented thereby shall be held subject to all of the provisions of the Certificate of Incorporation and the By-laws of said Corporation, a copy of each of which is on file at the office of the Corporation, and made a part hereof as fully as though the provisions of said Certificate of Incorporation and By-laws were imprinted in full on this certificate, to all of which the holder of this certificate, by acceptance hereof, assents and agrees to be bound.

Any stockholder may obtain from the principal office of the Corporation, upon request and without charge, a statement of the number of shares constituting each class or series of stock and the designation thereof; and a copy of the powers, designations, preferences and relative, participating, optional or other special rights of each class of stock or series thereof and the qualifications, limitations or restrictions of such preferences and / or rights and the By-laws.

WITNESS THE SEAL OF THE CORPORATION AND THE SIGNATURES OF ITS DULY AUTHORIZED OFFICERS.

DATED: January 10, 2007

SECRETARY

PRESIDENT

ATTORNEYS CORPORATION SERVICE, INC., NO. HOLLYWOOD, CA

NO.

ORDINARY BEARER SHARE

FOR

SHARES

OF

COMMON STOCK

ISSUED TO

DATED

For Value Received, hereby sell, assign and transfer unto

_____ Shares

of the Common Stock represented by the within Certificate, and do hereby irrevocably constitute and appoint

_____ attorney

to transfer the said Stock on the books of the within named Corporation with full power of substitution in the premises.

Dated _____

In presence of

_____

_____

NOTICE: THE SIGNATURE OF THIS ASSIGNMENT MUST CORRESPOND WITH THE NAME AS WRITTEN UPON THE FACE OF THE CERTIFICATE, IN EVERY PARTICULAR, WITHOUT ALTERATION OR ENLARGEMENT, OR ANY CHANGE WHATEVER.

SETTLEMENT AGREEMENT AND RELEASE

OF ALL CLAIMS AND RIGHTS

This Settlement Agreement And Release Of All Claims And Rights ("the Agreement") is made as of January 10, 2007, between Haley Daria ("Daria") and Web Associates, Inc. ("Web Associates"). This Agreement is made with reference to and in contemplation of the following facts:

RECITALS

1. Daria has previously received 64, 667 shares of Web Associates Common Stock. (the "Existing Shares"). Daria has also alleged that she is entitled to receive additional shares of Web Associates Common Stock.

2. Web Associates disputes such allegations and is currently involved in an acquisition transaction (the "Merger") with WA Associates, LLC ("WA"), pursuant to an Agreement and Plan of Merger dated November 30, 2006.

3. The parties desire to effect a final settlement and resolution of all claims and disputes between them at this time. They understand, acknowledge and agree that this agreement constitutes a settlement and compromise of disputed claims between the parties. Therefore, the parties agree as follows:

TERMS OF SETTLEMENT AND RELEASE

1. Upon execution of this Agreement by Daria and the issuance of an additional Thirty Three Thousand (33,000) shares of Web Associates Common Stock (the "Additional Shares") to Daria by Web Associates, Daria hereby completely releases and forever discharges Web Associates, WA and each of their past or present and future officers, directors, employees, insurers, agents, attorneys, representatives, partners, members, owners, predecessors and successors-in-interest, of and from any and all claims, including without limitation any claims related to the Merger, Merger Agreement or the issuance of shares to Daria or the ownership of shares by Daria. Daria further agrees to consent to the Merger with respect to both the Existing Shares and the Additional Shares and to not seek dissenters' or appraisal rights with respect to any such shares. Daria acknowledges that upon consummation of the Merger all such shares will be exchanged for consideration by the Exchange Agent under the Merger Agreement and Escrow Agreement in accordance therewith. Daria further agrees that following the Merger and the tendering of her shares to the Exchange Agent in accordance therewith, she will not dispute and will accept all final decisions of Web Associates, WA, the Exchange Agent and the Stockholders' Representative under the Merger Agreement and Escrow Agreement so long as she is treated in a manner substantially consistent with the other former stockholders of Web Associates.

2. This Agreement constitutes and is intended as a full and complete release of any and all claims that Daria might have by reason of the matters described above, and all related subsequent events and proceedings. Daria hereby warrants and represents that she is unaware of any other unrelated claims or potential claims against Web Associates or WA of any kind. This Agreement constitutes a full settlement of any and all claims related to or arising out of such events, occurrences, and proceedings, and Daria hereby releases Web Associates, WA and each of their past or present and future officers, directors, employees, insurers, agents, attorneys, representatives, partners, members, owners, predecessors and successors-in-interest,

from any and all liability of any nature whatsoever for a loss, damage, or injury to person or property, specifically including any expense which she may have been put, and also including any and all consequential and/or punitive damage to her on account of injuries or damages to others as well as for all consequences, effects and results of any loss or injury whether the same are known or unknown, or expected or unexpected or have already appeared and developed and may be latent, or may in the future appear or develop. Further, Daria hereto expressly waives all of her rights under California Civil Code §1542 which provides:

> **A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with any debtor.**

4. Daria hereby waives and relinquishes any right or benefit which she might have under Section 1542 of the Civil Code of the State of California, and all similar provisions of law of other jurisdictions, to the extent that she might lawfully waive each and all such rights, and benefits pertaining to the subject matter of this instrument. In connection with such waiver and relinquishment, Daria hereby acknowledges that she is aware that she may hereafter discover facts in addition to or different from those which she now knows or believes to be true with respect to the subject matter of this Agreement, but that it is her intention to hereby fully, finally and forever to settle and release all matters, disputes and differences, known or unknown, suspected or unsuspected, which does now exist, may exist or heretofore may have existed by her against Web Associates, WA, and each of their past or present and future officers, directors, employees, insurers, agents, attorneys, representatives, partners, members, owners, predecessors and successors-in-interest, and assigns and that, in furtherance of such intention, the release given herein shall be and remain in effect as a full and complete general release notwithstanding the discovery or existence of any such additional or different facts.

5. Daria hereby acknowledges that she has had the opportunity to consult with an attorney regarding this Agreement and the dispute which is being settled and compromised hereby. Other than the covenants and representations set forth herein, there have been no promises, representations, or inducements of any kind made to induce Daria's agreement to the terms herein.

6. This Agreement shall be binding upon and inure to the benefit of the respective parties hereto, and their past or present and future officers, employees, insurers, agents, attorneys, representatives, partners, members, owners, predecessors and successors-in-interest.

7. This Agreement memorializes and constitutes the entire Settlement Agreement and Release of All Claims between the parties, and there are no other agreements modifying its terms. The terms of this Agreement can only be modified in writing.

8. The parties to this Agreement hereby agree that it may be executed and signed in counterpart.

9. In any dispute arising under this Agreement, the prevailing party shall be entitled to attorneys' fees and costs, including all expenses reasonably necessary and actually incurred by the prevailing party.

9A. Notwithstanding anything in the foregoing to the contrary, Daria shall not be releasing any claim she may have against Joseph Elliott with respect to up to 12,000 shares of Web Associates Common Stock held by Joseph Elliott. Any shares Daria may hereafter acquire from Joseph Elliott or from any other person shall be treated in the same manner as her Existing Shares and Additional Shares for the purposes of this Agreement.

10. The parties hereby agree not to disclose the terms of this Agreement, and to keep the terms of this Agreement confidential.

January 10, 2007

Haley Daria

January 10, 2007

WEB ASSOCIATES, INC.

By: _____

ATTACH Q

STOCK PURCHASE AGREEMENT

This STOCK PURCHASE AGREEMENT (this "Agreement") is made and entered into as of October 12, 2006 by and between Mark Tuttle, an individual (the "Seller") and Pacificor, Inc., a Delaware corporation (the "Purchaser").

W I T N E S S E T H:

WHEREAS, the Seller owns shares of common stock, $0.0001 par value per share (the "Common Stock"), of Web Associates, Inc., a Delaware corporation (the "Company"); and

WHEREAS, Seller desires to sell to Purchaser, and Purchaser desires to purchase from Seller, shares of Common Stock of Company on the terms and conditions set forth in this Agreement;

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. AGREEMENT TO PURCHASE AND SELL STOCK. Upon the terms and conditions contained herein, Purchaser will purchase from Seller at the Closing (as defined below), and Seller will sell to Purchaser at the Closing, **200,000 shares** of Common Stock (the "Purchased Shares") at a purchase price of $0.26 per share.

2. CLOSING. The purchase and sale of the Purchased Shares will take place at the offices of the Company, on October 12, 2006, or at s6uch other time and place on which Seller and Purchaser mutually agree (which time and place are referred to in this Agreement as the "Closing"). At the Closing, Seller will cause the Company to deliver to Purchaser a stock certificate representing the Purchased Shares against delivery to Seller by Purchaser of immediately available wired funds or a check in the amount of the purchase price therefor payable to Seller's order.

3. REPRESENTATIONS, WARRANTIES AND CERTAIN AGREEMENTS.

3.1 Purchaser hereby represents, warrants and agrees with Seller:

3.1.1 Purchase for Own Account. The Purchased Shares to be purchased by Purchaser hereunder will be acquired for investment for Purchaser's own account, not as a nominee or agent, and not with a view to the public resale or distribution thereof within the meaning of the Securities Act of 1933, as amended (the "Securities Act").

3.1.2 Disclosure of Information. Purchaser has received or has had full access to all the information Purchaser considers necessary or appropriate to make an informed investment decision with respect to the Purchased Shares. Purchaser further has had an opportunity to ask questions and receive answers from Seller and the Company regarding the terms and conditions of the Purchased Shares and to obtain additional information necessary to verify any information furnished to Purchaser or to which Purchaser had access. The foregoing, however, does not in any way limit or modify the representations and warranties made by Purchaser in this Section 3.

3.1.3 Investment Experience. Purchaser understands that the purchase of the Purchased Shares involves substantial risk. Purchaser: (i) has experience as an investor in securities of companies in the development stage and acknowledges that Purchaser is able to fend for himself, can bear the economic risk of Purchaser's investment in the Purchased Shares and has such knowledge and experience in financial or business matters that he is capable of evaluating the merits and risks of this investment in the Purchased Shares and protecting his investment; and/or (ii) has a preexisting business relationship with the Company and certain of its officers, directors or controlling persons of a nature and duration that enables Purchaser to be aware of the character, business acumen and financial circumstances of such persons.

3.1.4 Accredited Investor Status. Purchaser is an "accredited investor" within the meaning of Regulation D promulgated under the Securities Act.

3.1.5 Restricted Securities. Purchaser understands that the Purchased Shares are characterized as "restricted securities" under the Securities Act, in a transaction not involving a public offering and that under the Securities Act and applicable regulations thereunder such securities may be resold without registration under the Securities Act only in certain limited circumstances. Purchaser represents that he is familiar with Rule 144 of the Securities and Exchange Commission (the "Commission") and understands the resale limitations imposed thereby and by the Securities Act. Purchaser understands that the Company is under no obligation to register any of the securities sold hereunder.

3.1.6 Further Limitations on Disposition. Without in any way limiting the representations set forth above, Purchaser further agrees not to make any disposition of all or any portion of the Purchased Shares unless and until:

(a) there is then in effect a registration statement under the Securities Act covering such proposed disposition and such disposition is made in accordance with such registration statement; or

(b) (i) Purchaser shall have notified the Company of the proposed disposition and shall have furnished the Company with a statement of the circumstances surrounding the proposed disposition and

(ii) Purchaser shall have furnished the Company, at Purchaser's expense, with an opinion of counsel, reasonably satisfactory to the Company, that such disposition will not require registration of such securities under the Securities Act.

Notwithstanding the provisions of paragraphs (a) and (b) above, no such registration statement or opinion of counsel shall be required: (i) for any transfer of any Purchased Shares in compliance with Rule 144 of the Securities Act; or (ii) for the transfer by gift, will or intestate succession by Purchaser to its sole shareholder's spouse or lineal descendants or ancestors or any trust for any of the foregoing; provided that in each of the foregoing cases the transferee agrees in writing to be subject to the terms of

this Agreement to the same extent as if the transferee were the original Purchaser hereunder.

3.1.7 Stockholders' Agreement. Purchaser acknowledges and agrees that the Purchased Shares are subject to certain voting obligations and restrictions on transfer set forth in that certain Stockholders' Agreement, dated as of March 6, 2000 (as amended or restated from time to time, the "Stockholders' Agreement"), by and among the Company and certain stockholders of the Company (including the Seller and Purchaser). By purchasing the Purchased Shares, Purchaser agrees (a) to continue to be bound by the terms and conditions of the Stockholders' Agreement, including, without limitation, the restrictions on transfer set forth therein, and (b) to execute any documents, instruments or conveyances of any kind which may be reasonably necessary or advisable to confirm Purchaser's obligations under the Stockholders' Agreement with respect to the Purchased Shares.

3.1.8 Legends. It is understood that the certificates evidencing the Purchased Shares will bear the legends set forth below:

THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR UNDER THE SECURITIES LAWS OF CERTAIN STATES. THESE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE ACT AND THE APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. THE INVESTORS SHOULD BE AWARE THAT THEY MAY BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME. THE ISSUER OF THESE SECURITIES MAY REQUIRE AN OPINION OF COUNSEL IN FORM AND SUBSTANCE SATISFACTORY TO THE ISSUER TO THE EFFECT THAT ANY PROPOSED TRANSFER OR RESALE IS IN COMPLIANCE WITH THE ACT AND ANY APPLICABLE STATE SECURITIES LAWS.

IN ADDITION, THE SECURITIES EVIDENCED HEREBY ARE SUBJECT TO RESTRICTIONS CONTAINED IN A STOCKHOLDERS' AGREEMENT BY AND AMONG THE COMPANY AND CERTAIN STOCKHOLDERS OF THE COMPANY (A COPY OF WHICH MAY BE OBTAINED FROM THE COMPANY), AND BY ACCEPTING ANY INTEREST IN SUCH SHARES THE PERSON ACCEPTING SUCH INTEREST SHALL BE DEEMED TO AGREE AND SHALL BECOME BOUND BY ALL THE PROVISIONS OF SAID STOCKHOLDERS' AGREEMENT.

3.2 Valid Issuance of Stock. Seller hereby represents and warrants to Purchaser that immediately prior to their conveyance to Purchaser hereunder, the Purchased Shares are owned beneficially and of record by Seller. Such Purchased Shares were duly

authorized and validly issued and are fully paid and nonassessable, with no personal liability attaching to the ownership thereof, and are free of any liens, claims or other encumbrances and are free of any restrictions on transfer other than restrictions under applicable state and federal securities laws and the rights of first refusal to be waived under the Stockholders' Agreement.

3.3 Exclusive Warranty. Each party acknowledges and agrees that neither party has made any representation or warranty other than as expressly set forth in this Section 3.

4. MISCELLANEOUS.

4.1 Survival of Warranties. The representations, warranties and covenants of Seller and Purchaser contained in or made pursuant to this Agreement shall survive the execution and delivery of this Agreement and the Closing and shall in no way be affected by any investigation of the subject matter thereof made by or on behalf of Purchaser or Seller, as the case may be.

4.2 Successors and Assigns. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties.

4.3 Governing Law. This Agreement shall be governed by and construed under the internal laws of the State of California as applied to agreements among California residents entered into and to be performed entirely within California, without reference to principles of conflict of laws or choice of law.

4.4 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

4.5 Headings. The headings and captions used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement. All references in this Agreement to sections, paragraphs, exhibits and schedules shall, unless otherwise provided, refer to sections and paragraphs hereof and exhibits and schedules attached hereto, all of which exhibits and schedules are incorporated herein by this reference.

4.6 Notices. Unless otherwise provided, any notice required or permitted under this Agreement shall be given in writing and shall be deemed effectively given upon personal delivery to the party to be notified or upon deposit with the United States Post Office, by registered or certified mail, postage prepaid and addressed to the party to be notified at the address indicated for such party at the address specified on the signature page, or at such other address as any party may designate by giving ten (10) days advance written notice to all other parties.

4.7 No Finder's Fees. Purchaser represents that he is not obligated for any finder's or broker's fee or commission in connection with this transaction. Purchaser agrees to indemnify and to hold harmless Seller from any liability for any commission or compensation in the nature of a finders' or broker's fee (and any asserted liability) for which Purchaser is responsible. Seller agrees to indemnify and hold harmless Purchaser from any liability for any

commission or compensation in the nature of a finder's or broker's fee (and any asserted liability) for which Seller is responsible.

4.8 Amendments and Waivers. Any term of this Agreement may be amended and the observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively), only with the written consent of Seller and Purchaser. Any amendment or waiver effected in accordance with this Section shall be binding upon each holder of any Purchased Shares at the time outstanding and each future holder of such securities.

4.9 Expenses. Seller and Purchaser shall pay their own fees and expenses incurred in entering into this Agreement. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other relief to which such party may be entitled.

4.10 Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provision(s) shall be excluded from this Agreement and the balance of the Agreement shall be interpreted as if such provision(s) were so excluded and shall be enforceable in accordance with its terms.

4.11 Entire Agreement. This Agreement, together with all exhibits and schedules hereto, constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes any and all prior negotiations, correspondence, agreements, understandings duties or obligations between the parties with respect to the subject matter hereof.

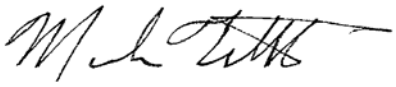
4.12 Further Assurances. From and after the date of this Agreement, upon the request of Seller or Purchaser, Seller and Purchaser shall execute and deliver such instruments, documents or other writings as may be reasonably necessary or desirable to confirm and carry out and to effectuate fully the intent and purposes of this Agreement.

4.13 Arbitration. All disputes and claims concerning the validity, interpretation, performance, termination and/or breach of this Agreement shall be referred for final resolution to arbitration in Santa Barbara, California under the rules for commercial arbitration ("Rules") as administered by the American Arbitration Association. The parties hereby agree that arbitration hereunder shall be the parties' exclusive remedy and that the arbitration decision and award, if any, shall be final, binding upon, and enforceable against, the parties, and may be confirmed by the judgment of a court of competent jurisdiction. In the event of any conflict between the Rules and this Section, the provisions of this Section shall govern.

4.14 Market Stand-Off. In the event the Company undertakes a firm commitment underwritten public offering of its equity securities, Purchaser agrees to execute a customary lock-up agreement in the form requested by the underwriter to the effect that the Purchased Shares may not be sold or otherwise transferred for a period of 180 days following the initial public offering.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

SELLER:



MARK TUTTLE – Oct 12th, 2006

Address for Notice:

2673 Breitenstein 261
Austria, EU

PURCHASER:

PACIFICOR, INC.

By: _____

Its: _____

Address for Notice:

_____

_____

Waiver of Rights of First Refusal:

The undersigned each hereby waives any rights of first refusal it may have under the Stockholders' Agreement or otherwise regarding the purchase and sale of the Purchased Shares between Seller and Purchaser under the foregoing Stock Purchase Agreement.

WEB ASSOCIATES, INC.

By:_____

Its: _____

_____

DAVID DAHL

Pacificor Agreement from OCTOBER 2006

From: Dave Dahl (dave@placemarkone.com)

To: haleydaria1@yahoo.com; mozearteffect@gmail.com

Cc: wwwatut@yahoo.com; daveatwa@yahoo.com

Date: Tuesday, June 5, 2012 at 12:07 PM PDT

Tut, I received a CC: on this agreement to Michael from you. (Attachment intact)

Is this how it was signed??? It says to *Pacificor* on Oct 12.
Certainly indicates we didn't know about any transfer from Pacificor... we were under the impression Pacificor was was buying the Company UNTIL DEC 13 when we saw the two fake companies for the first time.

We said WTF?!? --but were told it was all legal according to Delaware law. Hammer confirmed "Yes, they can do that," and lawyers confirmed the same thing.

Discussions with lawyers were by phone ("who said Yes, they can legally do that LLC-acquire thing unless you have over 50% of the stock") --but we could get records to show that we had these conversations by phone. Later, we discussed extensively on the phone as well as via email with attorney Joe Reed.

----- Forwarded Message -----
From: Mark Tuttle <mark@surlin.us>
To: 'Michael Klein' <michael@CoreWealth.com>
Cc: daveatwa@yahoo.com; tom@webassociates.com
Sent: Friday, October 13, 2006 7:05 AM
Subject: RE: Greetings

Michael,

Here is the signed PDF for processing for signatures

I am mailing the original to Tom A at WA

Thanks,

mark

Mark Tuttle
CEO - Surlin Remote Teams
www.Surlin.us
mark@surlin.us
+43 6991 824 08 35
skype = wwwatut

From: Michael Klein [mailto:michael@CoreWealth.com]
Sent: Friday, October 13, 2006 3:09 PM
To: mark@surlin.us
Cc: daveatwa@yahoo.com
Subject: RE: Greetings

Agreed. Please send me a copy of the signed PDF to save me from having to dig it up.

From: Mark Tuttle [mailto:mark@surlin.us]
Sent: Friday, October 13, 2006 6:08 AM
To: Michael Klein
Cc: daveatwa@yahoo.com
Subject: RE: Greetings

Michael,

In this case, please use the signed PDF as the master signing document, as Fastest delivery of hardcopy is still 4-5 working days from the back woods of Austria .

I will send a copy to Dave so he can print and sign PDF and forward to Tom.

This should be legally acceptable from a processing stand point – agreed?

Mark

Mark Tuttle
CEO - Surlin US
www.Surlin.us
mark@surlin.us
+43 6991 824 08 35
skype = wwwatut

From: Michael Klein [mailto:michael@CoreWealth.com]
Sent: Friday, October 13, 2006 3:03 PM
To: mark@surlin.us
Subject: RE: Greetings

OK. We have a board meeting coming up on the 25th so all signatures will be needed before then.

From: Mark Tuttle [mailto:mark@surlin.us]
Sent: Friday, October 13, 2006 6:02 AM
To: Michael Klein
Cc: daveatwa@yahoo.com
Subject: RE: Greetings

Michael,

Ok this is good – I will prepare the standard agreement and mail it to Tom A, as well as send a PDF of the scan of my signature.

I will give Tom a heads up, can you please arrange the board process required?

Thanks,

mark

Mark Tuttle
CEO - Surlin Remote Teams
www.Surlin.us
mark@surlin.us
+43 6991 824 08 35
skype = wwwatut

From: Michael Klein [mailto:michael@CoreWealth.com]
Sent: Friday, October 13, 2006 2:57 PM
To: mark@surlin.us
Subject: RE: Greetings

I will buy the 50k shares and the 150k shares at 26 cents.

From: Mark Tuttle [mailto:mark@surlin.us]
Sent: Friday, October 13, 2006 5:56 AM
To: Michael Klein
Cc: daveatwa@yahoo.com
Subject: Greetings

Michael,

Hope this email finds you well –

I have received an offer to sell some WA shares – from our existing share holder Roger Modjeski – 50,000 shares at 26 cents a share.

I wonder if you want to let him buy, or if you would exercise your right of first refusal?

Also – I would be interested to sell an additional 150k shares, so I will be looking for buyers on this – what would be the price you would offer for these shares?

Let me know,

Thanks,

mark

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29.1kB

mark

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From: THOMAS.EDWARDS@LW.com [mailto:THOMAS.EDWARDS@LW.com]
Sent: Sunday, November 05, 2006 5:42 AM
To: mark@surlin.us
Cc: tadamski@webassociates.com; michael@CoreWealth.com; Mnoling@aol.com; DLAFITTE@SYCR.com
Subject: RE: Please take a look - may be good opportunity

Mark--Tom forwarded this to me for my input and I want to make clear to you and the other Board members that pursuant to the LOI (Section 7)the Company and the Board is contractually prohibited from discussing a potential deal with any party other than the acquiring LLC unless there is an unsolicited offer from a third party. So Tom Adamski should not be talking to Seth or anyone else about this unless a third party offer is on the table. You should also be mindful of confidentiality and non-disclosure obligations you owe the Company. The LOI is a confidential document which you were provided in the context of your desiring to sell shares to Klein or the Company while the LOI was pending. It was provided to you solely for this purpose. You may disclose it only to your legal or financial advisor in the context of receiving advice regarding your pending sale of shares. You should not disclose it to anyone else (or any other confidential information regarding the Company) for any other purpose. If you do so, you could be liable to the Company or other shareholders for damages. If your conduct jeopardizes the pending sale of the Company or its business relationships, your potential damages to the Company and other shareholders could be significant. You should immediately seek the advice of independent legal counsel before doing anything further on this. This is a very tricky situation with serious potential pitfalls to someone who is not careful and well-advised and you should not be proceeding any further without an experiencedl egal advisor who is familiar with these types of specialized transactions. Your legal advisor should feel free to contact me on this if he has any questions or concerns. Thanks. Tom Edwards

Thomas A. Edwards

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↑ Founders were and are, as myself, constantly legally threatened re AR / Properties

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