

1 AJ WEBERMAN pro se

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5 IN THE SUPERIOR COURT FOR THE STATE OF CALIFORNIA FOR THE COUNTY OF LOS

6 ANGELES

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8 STEVEN ROMBOM, ) Case No.: No. SC092414

9 Plaintiff, )

10 vs. ) DEFENDANTS AMENDED ANSWER TO

11 AJ WEBERMAN, MARK LEVY, JEWISH ) PLAINTIFFS OPPOSITION TO SECOND

12 DEFENSE ORGANIZATION, ) MOTION TO SET ASIDE DEFAULT

13 Defendant )

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21 **INTRODUCTION**

22 This is an amended response to Plaintiff Steve Rombom's ANSWER TO PLAINTIFF'S

23 OPPOSITION TO MOTION TO SET ASIDE DEFAULT JUDGMENT.

24 ARGUMENT ONE

25 **DEFAULT JUDGMENT WAS THE FRUIT OF A POISONED TREE**

**POINTS AND AUTHORITIES**

DEFENDANTS AMENDED ANSWER TO PLAINTIFFS OPPOSITION TO SECOND MOTION TO SET

1 California Code of Civil Procedure 1013 (a) states: In case of service by  
2 mail, the notice or other paper shall be deposited in a post office, mailbox,  
3 subpost office, substation, or mail chute, or other like facility regularly  
4 maintained by the United States Postal Service, in a sealed envelope, with  
5 postage paid, addressed to the person on whom it is to be served, at the  
6 office address as last given by that person on any document filed in the  
7 cause and served on the party making service by mail; otherwise at that  
8 party's place of residence. The service is complete at the time of the  
9 deposit, but any period of notice and any right or duty to do any act or make  
10 any response within any period or on a date certain after the service of the  
11 document, which time period or date is prescribed by statute or rule of  
12 court, shall be extended five calendar days, upon service by mail, if the  
13 place of address and the place of mailing is within the State of California,  
14 **10 calendar days if either the place of mailing or the place of address is**  
15 **outside the State of California** but within the United States, and 20 calendar  
16 days if either the place of mailing or the place of address is outside the  
17 United States, but the extension shall not apply to extend the time for  
18 filing notice of intention to move for new trial, notice of intention to move  
19 to vacate judgment pursuant to Section 663a, or notice of appeal.

20 This extension applies in the absence of a specific exception provided for by  
21 this section or other statute or rule of court. (b) The copy of the notice or  
22 other paper served by mail pursuant to this chapter shall bear a notation of  
23 the date and place of mailing or be accompanied by an unsigned copy of the  
24 affidavit or certificate of mailing.

1 412.20. (a) **Except as otherwise required by statute**, a summons shall be  
2 directed to the defendant, signed by the clerk and issued under the seal of  
3 the court in which the action is pending, and it shall contain:

4 (1) The title of the court in which the action is pending.

5 (2) The names of the parties to the action.

6 (3) A direction that the defendant files with the court a written pleading  
7 in response to the complaint within **30 days** after summons is served on him or  
8 her.

9 The summons in the action read 30 days and was an invalid instrument  
10 since **as otherwise required by statute** should have read 40 days. Any action  
11 that stemmed from it was the fruit of a poisoned tree. Although the fruit of  
12 the poisonous tree doctrine has limits, it is important. By prohibiting  
13 indirect or derivative use of the results of the misconduct of an officer of  
14 the court the doctrine helps assure that attorneys who violate the law are  
15 not in a better position than those who obey it. If Your Honor does not allow  
16 defendant to litigate this case you are rewarding Gary Kurtz's sleazy  
17 behavior.

18 As evidenced from one his pleadings where Kurtz believed that a motion  
19 was served ON HIM with inadequate notice, Kurtz was well aware of this extra  
20 ten-day clause (Defendant learned about it from him). Yet Kurtz constantly  
21 quotes the ten-day figure in other parts of the same motion, "...Weberman  
22 erroneously believed that his 30-days started..." (Plaintiffs Opposition to  
23 Second Motion to Set Aside Default). The reason he didn't inform defendant of  
24 it was the same reason that he sent the second amended complaint and summons  
25 to defendants Private Mail Box rather than to his home. **This was all part of  
a preconceived strategy to cause the defendant to default.** In case LC073703  
DEFENDANTS AMENDED ANSWER TO PLAINTIFFS OPPOSITION TO SECOND MOTION TO SET

1 it was alleged that Kurtz never mailed summons at all and that this was what  
2 caused defendant to default.

3  
4 **QUESTION OF "DOES THE REPORT OF THE RECIEVER MOOT THIS MOTION?" AND CAUSE IT**  
5 **TO BE DENIED**

6  
7 **MOTION IS NOT MOOT BECAUSE RECEIVER WAS IMPROPERLY APPOINTED**

8  
9 Section CCP 566. (a) No party, or attorney of a party, **or person interested**  
10 **in an action**, or related to any judge of the court by consanguinity or  
11 affinity within the third degree, can be appointed receiver therein without  
12 the written consent of the parties, filed with the clerk.

13 (b) If a receiver is appointed upon an ex parte application, the court,  
14 before making the order, must require from the applicant an undertaking in an  
15 amount to be fixed by the court, to the effect that the applicant will pay to  
16 the defendant all damages the defendant may sustain by reason of the  
17 appointment of the receiver and the entry by the receiver upon the duties, in  
18 case the applicant shall have procured the appointment wrongfully,  
19 maliciously, or without sufficient cause.

20  
21 Jonathan G. Gabriel is a close associate of attorney Gary Kurtz and has  
22 worked with him in defending corrupt nursing home owners. His email appeared  
23 in Kurtz's email address book long before he was appointed receiver. See  
24 ATTACHMENT A

25  
DEFENDANTS AMENDED ANSWER TO PLAINTIFFS OPPOSITION TO SECOND MOTION TO SET

1 **AS A RESULT OF ABOVE DEFENDANT WAS NOT PROPERLY NOTIFIED ABOUT TRANSFERANCE**  
2 **OF PROPERTY**

3  
4 CCP 701.530. (a) Notice of sale of personal property shall be in writing,  
5 shall state the date, time, and place of sale, and shall describe the  
6 property to be sold.

7 (b) Not less than 10 days before a sale of personal property, notice of  
8 sale shall be posted and served on the judgment debtor by the levying  
9 officer. Service shall be made personally or by mail.

10  
11 701.560. (a) Failure to give notice of sale as required by this article does  
12 not invalidate the sale.

13  
14 (b) A levying officer who sells property without giving the required  
15 notice is liable to the judgment creditor and the judgment debtor for actual  
16 damages caused by failure to give notice.

17  
18 Defendant never received any such notice and intends to sue receiver for  
19 alleged value of URLs as set by Kong Investments, a company Steve Rombom  
20 works for in China who purchased URLs on behalf of Rombom with Rombom's  
21 money. This alleged transaction is an affront to the dignity of this Court -  
22 anyone who believes a Chinese company will pay thousands of dollars for  
23 garbology.com when garbology.info is available for a dollar per month is  
24 believing what they want to believe and not the truth.

25  
**PLAINTIFF WAS IMPROPERLY PAID**

DEFENDANTS AMENDED ANSWER TO PLAINTIFFS OPPOSITION TO SECOND MOTION TO SET

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2 701.590. (a) Except as otherwise provided in this section, the purchaser at  
3 a sale shall pay **in cash or by certified check or cashier's check.**

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5 Report of receiver Jonathan G. Gabriel states, "less wire and exchange rate  
6 fees" implying the money was wired.

7  
8 **THE AUGUST 21 HEARING**

9  
10 Your honor already opined,  
11 "Also, it should be noted that entry of the default was sought one day early.  
12 The amended complaint was served on 2/10/07 (POS shows mailed copy only) and  
13 the response was due by 3/22/07 (30 days plus 10 for service outside  
14 California; February has only 28 days), Default was sought and entered on  
15 March 21, 2007."

16 By Statute there was no default yet after the August 21 Hearing I left  
17 with the impression that Your Honor is moving in the direction of ruling that  
18 my motion to Vacate Default Judgment is moot because this is a case of *fait*  
19 *accompli*. In my estimation this was why Your Honor continued the hearing of  
20 August 21 to September 11 upon learning that the websites were still in my  
21 control. It would have been in the interest of justice to resolve the matter  
22 therein rather than on September 11<sup>th</sup> when the URLs might very well be in the  
23 hands of the Kong Internet since by Your Honor's own admission there was no  
24 actual default. Other jurists would have issued a TRO preventing the URLs  
25 from being moved until a final determination was made. Not only was this not  
effectuated but by continuing the hearing Your Honor kept the Default

DEFENDANTS AMENDED ANSWER TO PLAINTIFFS OPPOSITION TO SECOND MOTION TO SET

1 Judgment viable since a tentative opinion is not a final opinion giving  
2 Plaintiff more time to complete the transfer of my URLs to his dummy company  
3 so that when September 11<sup>th</sup> rolls around you can point to this as the reason  
4 you are denying my motion as moot. This is similar to a self-fulfilling  
5 prophecy.

6 Your Honor stated, "CCP 473 is remedial in nature and must be liberally  
7 applied. Default judgments are generally disfavored, and whenever reasonably  
8 possible, cases should be decided upon their merits. Finally, where a  
9 defendant seeks **timely relief** from the judgment and has a meritorious  
10 defense, doubt, if any should be resolved in favor of the motion to set aside  
11 the judgment." Is the State Legislature going to change the law by September  
12 11<sup>th</sup>? Why was I denied **timely relief** when the facts of the case are what they  
13 are and there is no question that I did not default? This continuance favored  
14 the plaintiff and paved the way for you to dismiss my motion as moot as  
15 everything has been resolved.

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19 **CONCLUSION: THE MOOT ROUTE**

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21 Defendant believes he is being "railroaded" as someone who goes through  
22 celebrity trash is not a very popular figure in Beverly Hills. Looking at it  
23 from the point of view of a jurist out to "railroad" an unpopular figure, a  
24 failure to grant Defendant's Motion to Vacate Default Judgment would have  
25 been overturned on appeal once the justices did the default math, just as  
Your Honor did. So an alternate route to railroad me was formulated, that  
DEFENDANTS AMENDED ANSWER TO PLAINTIFFS OPPOSITION TO SECOND MOTION TO SET

1 Defendant calls, "the moot route." Plant the idea that the motion to vacate  
2 might be moot in the mind of the Plaintiff's attorney and grant the motion.

3  
4 It should be remembered that we are not dealing with a commodity, such as a  
5 toy containing lead paint that was shipped to China and cannot be returned.  
6 Just as ENOM turned the URLs over to Rombom, this action can be reversed and  
7 the URLs returned to Defendant, assuming this is the case at the next  
8 hearing. We are not dealing with tangible goods. If my Motion To Vacate what  
9 is prima facia an invalid Default is denied then Defendant is being deprived  
10 of intellectual property without due process of in violation of the  
11 constitution of the State of California and the United States of America. If  
12 I am going to loose these URLs let it be on the basis of the merits of the  
13 arguments presented, not because a court clerk made an error and didn't  
14 factor in the extra ten days to her calculations.

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Dated this 23<sup>rd</sup> day of August, 2007

DEFENDANTS AMENDED ANSWER TO PLAINTIFFS OPPOSITION TO SECOND MOTION TO SET



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