

1 Adam Steinbaugh, SBN 304829
2 FOUNDATION FOR INDIVIDUAL RIGHTS & EXPRESSION
3 510 Walnut Street, Suite 900
4 Philadelphia, PA 19106
5 Telephone: (215) 717-3473
6 Facsimile: (215) 717-3440
7 Email: adam@thefire.org

8 Matthew Strugar, SBN 232951
9 LAW OFFICE OF MATTHEW STRUGAR
10 3435 Wilshire Blvd., Suite 2910
11 Los Angeles, CA 90010
12 Telephone: (323) 696-2299
13 Email: matthew@matthewstrugar.com

14 *Attorneys for Respondent Amy Gulley*

15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
16 **COUNTY OF SAN FRANCISCO — CIVIC CENTER COURTHOUSE**

17 SARRITA ANASTASIA ADAMS,
18
19 Petitioner,
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21 vs.
22
23 AMY GULLEY,
24
25
26
27
28 Respondent.

Case No. CCH-24-587004

*Assigned for all purposes to the
Hon. Michelle Tong*

RESPONDENT'S EXHIBITS 49-59

Date: August 20, 2024
Time: 8:30 a.m.
Dept.: 505

Action Filed: June 6, 2024
Trial date: August 20, 2024

ELECTRONICALLY
FILED
Superior Court of California,
County of San Francisco

08/14/2024
Clerk of the Court
BY: KEVIN DOUGHERTY
Deputy Clerk

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EXHIBIT 49

Sarrita Adams

ABOUT ME

University of Cambridge alum, UK transplant wanting to combine creativity and science

LOCATION

Oakland, California



EDUCATION

UC DAVIS HEALTH University of California-Davis August 2010 - April 2017

DEGREE Ph.D

MAJOR Biochemistry

U University of Cambridge October 2006 - June 2009

MAJOR Natural Sciences

DEGREE Ph.D

MAJOR Biochemistry

MINOR Neurobiology

FUN FACT

I was born on Friday 13th

SKILLS

TECHNICAL SKILLS

python r

SKILLS

- Analytical Skills, Apple Pages, Energetic Leader, Grant Writing, Microsoft PowerPoint, Presentation Skills, Proficient with Microsoft Word, Excel, PowerPoint, Adobe Photoshop, Research, Research Writing, Self-directed Learning, Statistical Data Analysis, Tableau, Writing Skills

Oakland Animal Services August 2017 - November 2017

HOBBIES

- Hiking, Running, Dog Agility, Trampolineing, Photography

WORK EXPERIENCE

Diviner research analyst February 2022 - present

COMPANY Diviner

TITLE research analyst

OVERVIEW

- Research upcoming biotech stock catalysts from small and mid-size post-ipo biotech companies, Evaluation and analysis of Clinical Trial data and pre-clinical data, Understanding and interpretation of summary statistics from clinical

Small Business Owner Scientific Consultant San Francisco, CA, United States, 94199 September 2015 - present

Deloitte Solutions Scholar May 2021 - August 2021

Wellcome Trust - Sanger Institute Neuroscience and Genetic Disease Intern Cambridge, ENG, United Kingdom June 2009 - September 2009

UNIVERSITY OF CAMBRIDGE Intern Cambridge, ENG, United Kingdom June 2008 - September 2008

PASSION

Building a successful career for myself

GIGS / FREELANCE

Woodworker Woodworker April 2013 - November 2017

Educational Advocate January 2018 - September 2022

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EXHIBIT 50



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University of Cambridge Graduate with PhD in Biochemistry

Sarrita A.

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[CONTACT SARRITA](#)

About Sarrita

Bio

I attended the University of Cambridge and graduated with a PhD in Biochemistry.

I have experience tutoring children and young people of ages for a variety of subjects including humanities and sciences. I have experience working with individuals with special educational needs such as dyslexia, ADHD and autism spectrum disorders.

I enjoy helping students to reach their full potential in the subjects that I am teaching. I strive to find unique ways of understanding course material that might be challenging for my student.

I also enjoy tutoring advanced students who want to get ahead on their studies and explore scientific subjects in much greater depth.

I received all of my University education from the University of Cambridge and I am very knowledgeable in topics within the field of biology. I can also help students prepare personal statements for college applications, create presentations for school projects and research different colleges that they might want to apply to.

I am a very patient and creative student. I have a novel approach to problem solving and I believe that every student requires an individualized teaching plan to help them in their studies. I especially enjoy working with students who have special educational needs but I am also happy working with students of all abilities.

If you are finding it hard to get motivated about your schoolwork, or you feel that you could be learning more effectively then reach out to me and together we will devise a study plan that will ensure you can excel in every subject!

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Education

University of Cambridge, UK
Natural sciences

Gonville and Caius, University of Cambridge, UK
Masters

Gonville and Caius, University of Cambridge, UK
PhD

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- Sat Noon - 10:00 pm

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English, Proofreading, Reading, SAT Reading, ACT Reading, Grammar, Literature, Spelling, Vocabulary</p> <p>History
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Algebra 2, Prealgebra, Precalculus, ACT Math, Algebra 1</p> <p>Most Popular
Algebra 2, Biology, Chemistry, English, Prealgebra, Precalculus, Reading, Algebra 1</p> <p>Other
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Algebra 2, Biology, Chemistry, Reading, Algebra 1, GED</p> |
|---|---|


Homeschool
 Algebra 2, Biology, Chemistry,
 English, Prealgebra, Precalculus,
 Reading, SAT Reading, Algebra 1,
 Spelling

Test Preparation
 SAT Reading, SSAT, ACT Math,
 ACT Reading, GED, GMAT, GRE

Examples of Expertise

Sarrita has provided examples of their subject expertise by answering 7 questions submitted by students on Wyzant's Ask an Expert.

[See all of Sarrita's answers >](#)



Questions? Contact Sarrita before you book.

Contact Sarrita

Ratings and Reviews



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EXHIBIT 51

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IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF ALAMEDA
BEFORE THE HONORABLE THOMAS J. NIXON, JUDGE
DEPARTMENT NO. 503

--o0o--

JOHN N. BILLINGS,
Petitioner,

vs. No. HF16830225

SARRITA A. ADAMS,
Respondent.

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REPORTER'S TRANSCRIPT OF PROCEEDINGS

COURT TRIAL - DAY TWO

PAGES 93 - 183

HAYWARD HALL OF JUSTICE

HAYWARD, CALIFORNIA

TUESDAY, NOVEMBER 7, 2017

--o0o--

A P P E A R A N C E S

For the Petitioner: STACEY POOLE,
Attorney at Law

For the Respondent: AMANDA J. LIST,
Attorney at Law

MICHELLE D. STEWARD, CSR 5954

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I N D E X

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RESPONDENT'S WITNESSES: PAGE

SARRITA ADAMS

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1 paid?

2 MS. POOLE: Correct.

3 THE COURT: Good.

4 CROSS-EXAMINATION OF JOHN BILLINGS (Resumed)

5 BY MS. LIST:

6 Q. Just to be clear, there was a tranche that vested in
7 February of 2017.

8 A. Yes.

9 Q. And those remain unpaid. And then there was a
10 tranche in May 2017, and those remain unpaid.

11 A. My understanding for the February one was that the
12 court retained jurisdiction for the distribution of those.
13 But for the May and August, I should have paid them. I
14 asked my attorney what I should be paying. She gave me a
15 figure. I paid it. I now understand that did not include
16 the spousal support component on those. And I'll be happy
17 to pay them as soon as I can.

18 Q. Well, haven't you been aware that these remained
19 unpaid since at least September?

20 A. I don't recall. It was recently within the past
21 month or two. I haven't had the funds to pay it. Come
22 November, I will have funds and I will pay it.

23 THE COURT: Do we know how much we're talking about?

24 MS. LIST: Yes, we do. We are talking about, with
25 interest, as of the --

26 THE COURT: Didn't ask with interest. That's
27 another issue. Do we know how much should have been paid?

28 MS. POOLE: 11,544?

1 A. Yes.

2 Q. So would it be fair to say you're not seeking
3 reimbursement for those, even though -- we went through
4 those yesterday. You're not seeking reimbursement for bills
5 you paid on her behalf after February?

6 A. Yes, that is correct.

7 Q. Okay. You said yesterday, when we were discussing
8 that you had a modest Bay Area standard of living, isn't it
9 true you have a four-bedroom house in Montclair?

10 A. We have a mortgage on a four-bedroom house in
11 Montclair. We do not own it outright.

12 Q. Do you have a driver's license?

13 A. I do.

14 Q. When did you receive it?

15 A. I have two driver's licenses, I have a UK driver's
16 license and I have a California driving license, and I
17 received my California driving license probably toward the
18 end of 2016.

19 Q. So is it fair to say you did not drive during the
20 marriage?

21 A. I occasionally drove on a provisional California
22 license.

23 Q. Would it be fair to say that Ms. Adams drove you the
24 majority of the time?

25 A. Of the time I spent in the car, the majority of the
26 time it was Sarrita driving.

27 Q. Did she take you to BART in the morning?

28 A. Sometimes.

1 Q. Did she pick you up from BART in the afternoon?

2 A. Sometimes, when I wasn't cycling or walking or
3 getting a taxi.

4 Q. And during this time -- at what point was Ms. Adams
5 a student?

6 A. I do not know what her current student status is.

7 Q. During that time -- during the time you moved to
8 Montclair and the date of separation, at what point was
9 Ms. Adams a student?

10 A. A student registered at University of Cambridge.

11 Q. At any time after you moved from the UK to the
12 United States, did Ms. Adams do research or schooling at UC
13 Davis?

14 A. Yes.

15 Q. Do you know when that was?

16 A. It was from when we came out to California until --
17 I know at some point she stopped driving to UC Davis, and
18 thereafter she was writing up her dissertation at home. I
19 don't recall the exact date, although it's probably around
20 late 2012, early 2013, when she stopped driving in to UC
21 Davis. But thereafter, my belief was that she was writing
22 up her dissertation.

23 Q. Is UC Davis where she was doing her research work?

24 A. That was where she was conducting her experimental
25 research.

26 Q. And for what she received, I believe you testified a
27 little over 2,000?

28 A. From the period late 2012 to late 2013, she was

1 employed at about 2,000 a month, maybe a little more.

2 Q. And that was the only time during your relationship
3 she was employed?

4 A. That was the only time that she was employed, yes.

5 Q. I believe you testified yesterday that she stopped
6 her studies and research at UC Davis because she had a
7 disagreement with a superior?

8 A. At some point that did happen, yes.

9 Q. Isn't it true that the real reason she stopped going
10 to UC Davis was the commute was causing her medical
11 problems?

12 A. I don't believe that was the reason.

13 Q. You have a student loan, do you not?

14 A. Yes.

15 Q. And you pay how much per month?

16 A. From memory, it's maybe between 3 or \$400.

17 Q. How long have you been making that payment?

18 A. Since August 2016. I also paid some of it whilst I
19 was in the UK, but not after I left.

20 Q. You testified yesterday that you believe Ms. Adams
21 is capable of obtaining employment, could be
22 self-supporting -- I'm paraphrasing -- but did you testify
23 to that yesterday?

24 A. Yes.

25 Q. What positions do you believe she could get, given
26 her work history?

27 A. As I testified yesterday, I believe that she has
28 most, if not all, of the qualifications required to do

1 postdoctoral research. She has the vast majority of a Ph.D.
2 from a top-tier university, University of Cambridge. So I
3 imagine she would be eligible for positions at places like
4 Stanford or Berkeley to perform postdoctoral research.
5 Failing that, I imagine that she could be employed as a lab
6 technician. My understanding is that her experimental
7 skills are very good.

8 Q. And her -- we discussed yesterday Ms. Adams's
9 hospitalizations. I believe you said about ten?

10 A. I did not say ten. I said fewer than ten.

11 Q. In five years?

12 A. Yes.

13 Q. Given her medical disability and her ongoing
14 hospitalizations, you still believe she could find a job and
15 maintain employment, while she hasn't done it before, enough
16 to support herself in the Bay Area?

17 A. She is a talented research scientist, and I believe
18 that she would be able to continue her research science in
19 an academic setting, yes.

20 Q. Have you identified any of those jobs that are
21 available?

22 A. I have not looked for any jobs for her.

23 Q. There's been discussion of the fact that you signed,
24 apparently, an Affidavit of Support for Ms. Adams?

25 A. Yes.

26 Q. When did you sign that?

27 A. Prior to the date of separation.

28 Q. Did you have your green card at the time?

1 SARRITA ADAMS,
2 called as a witness on behalf of the
3 Petitioner, having been first duly sworn,
4 was examined and testified as follows:

5 THE WITNESS: I do, yes.

6 THE CLERK: Thank you. You can have a seat. And if
7 you could state your name, please.

8 THE WITNESS: My name is Sarrita Adams.

9 THE CLERK: Thank you.

10 DIRECT EXAMINATION OF SARRITA ADAMS (776)

11 BY MS. POOLE:

12 Q. Good morning, Ms. Adams.

13 A. Hello.

14 Q. Are you currently aware of any agency that's
15 investigating Mr. Billings for his conduct toward you?

16 A. Yes, I am.

17 Q. What agency is that?

18 A. It's Alameda Social Services.

19 Q. And how are you aware that they're investigating
20 him?

21 A. My psychiatrist was very concerned last year because
22 Mr. Billings's therapist had contacted him providing
23 information that seemed that either Mr. Billings was
24 suffering from mental distress of some kind, and he was
25 concerned about my welfare, since Mr. Billings had left the
26 house and was refusing to communicate with me but was
27 seemingly communicating with people associated with me.

28 Q. And are you aware if this is still an open

1 investigation?

2 A. I believe it is.

3 Q. And do you have any expectation of what will happen
4 with this investigations?

5 A. I believe that they're looking at it under the
6 Welfare and Institutions Act, because I have autism, which
7 is a developmental disorder which makes me a dependent
8 adult.

9 Q. At some point during your marriage were you employed
10 at a lab at UC Davis?

11 A. No, I wasn't technically employed there.

12 Q. What was your title?

13 A. I was research scholar and Ph.D. student.

14 Q. And how long were you a research scholar there?

15 A. As per my J1 visa, I was a research scholar for the
16 entirety of my Ph.D., for the entirety of the time I was
17 doing my Ph.D., so it had to go on my visa category, and so
18 it would have been three years.

19 Q. That ended when?

20 A. 2013.

21 Q. And what type of work were you doing?

22 A. Just to note that I wasn't paid for the entirety of
23 this three years. I wasn't doing any work for the lab. I
24 was doing my Ph.D. research.

25 Q. When did you stop working or stop --

26 A. Well, I technically didn't stop doing my research
27 until -- I'm currently still doing it, because I'm still
28 trying to rewrite my thesis. It's an ongoing process.

1 Q. When did you stop receiving income from UC Davis?

2 A. In September 2013.

3 Q. What type of work were you doing in the lab?

4 A. I was doing my Ph.D. research.

5 Q. Which included -- can you tell us more about that
6 process?

7 A. It was what we would define as wet lab research, and
8 that involves work with cells, living cells, and mouse
9 models of human disease.

10 Q. Do you believe that you're currently capable of
11 continuing that type of work?

12 A. I believe that, with a lot of assistance, I would be
13 able to do some work.

14 Q. What has changed since September 2013 till now that
15 would prevent you from -- that would require additional
16 assistance for you to get that type of work?

17 A. I no longer have a spouse.

18 Q. So it's your position that, because you're getting a
19 divorce, you're unable to continue your work?

20 A. John was an incredible support in regard to my
21 autism: He helped me with my medication; he helped me with
22 executive function; he helped me with organization; he
23 helped me with a host of things. And prior to meeting John,
24 I had treatment I received in the UK that provided for these
25 things.

26 Q. How much were you earning?

27 A. I sorry?

28 Q. How much were you earning?

1 A. I believe that I was earning minimum to qualify for
2 J1 visa, which would have been \$24,000 a year.

3 Q. And what work do you have to do to complete your
4 Ph.D. dissertation?

5 A. I received major corrections, and I was told to
6 rewrite the entirety of my thesis; to conduct new analysis,
7 data analysis, from gene data that I received; and
8 restructure the thesis, as well as rewrite all of the
9 chapters.

10 Q. When did you receive those corrections?

11 A. In February 2015.

12 Q. And while you were married, did you or John employ a
13 tutor or someone to help you in rewriting that?

14 A. I had assistance in March 2016 for a few weeks, but
15 it was disrupted because John decided to leave. And then he
16 filed for divorce on April 13th, served me with a summons on
17 my birthday.

18 Q. That petition was later dismissed; correct?

19 A. Yes, but it disrupted me incredibly. With autism, I
20 require a lot of consistency.

21 Q. And since that filing in, I'm sorry, March or
22 April --

23 A. It was April 13th, on my birthday.

24 Q. Since that filing in April, what work have you done
25 to complete your dissertation?

26 A. I've been doing some data analysis. I have reached
27 out to two labs to ask whether they would be able to host me
28 to complete some wet lab work, but it required that I

1 receive my green card so that I could -- sorry -- so I could
2 apply for U.S. funds, because you can't do it if you're not
3 a resident.

4 Q. Which of the two labs have you applied to?

5 A. One was at Stanford and one was at UCSF.

6 Q. Do you now have your green card?

7 A. I received my green card on October the 10th, I
8 believe, 2017.

9 Q. And what jobs have you applied for since you
10 received your green card?

11 A. I have not applied for any since that time.

12 Q. What type of jobs do you plan to apply for?

13 A. Well, I am currently receiving in-home care
14 treatment from the Center for Autism and Related Disorders,
15 and they are assisting me with vocational support. It's
16 felt that I'm not ready to be in the workplace yet, until I
17 receive further training.

18 Q. When do you expect to be ready to be in the work
19 force?

20 A. I don't know, as I've only started working with
21 them. I also received a report from UCSF in March 2017,
22 stating the same thing, that I would require extreme
23 supports in the workplace and vocational training.

24 Q. And what type of vocational training did you do as a
25 result of that report?

26 A. I have not done any, because funding was not
27 available.

28 Q. And who's providing the funding?

1 A. Well, nobody, because it's not available.

2 Q. Is that something you're expected to pay for?

3 A. Yes, out of pocket.

4 Q. And how much is it?

5 A. Well, it starts at \$560 per session. One session is
6 an hour long. I would probably be expected to complete in
7 excess of about 30 hours.

8 Q. When you do obtain employment, how much do you
9 expect to earn?

10 A. Starting salary for postdoc is currently \$37,000 a
11 year, although I should note that in many cases people are,
12 for the benefit of the visa, volunteering to do a postdoc
13 free of charge. So it's incredibly competitive.

14 Q. What other type of work do you believe you could do
15 other than lab work?

16 A. None I can think of.

17 Q. Have you applied for any other types of jobs?

18 A. Yes, I did. I applied for an apprenticeship at
19 cabinetry firm in Oakland that makes cabinets.

20 Q. And when was that?

21 A. In March. I applied for another firm that makes
22 mobile office spaces in San Francisco; that was in March. I
23 applied to work at Oakland Animal Services; that was also in
24 March. And I applied to do some scientific writing at Plus,
25 which is a journal in San Francisco, in February, and I
26 applied again in June, and I applied again September. I
27 applied for another scientific writing position with a
28 publication that wasn't disclosed when I applied; I didn't

1 hear back. I applied for quite a few jobs and I simply
2 don't hear back.

3 Q. And how much do each of those jobs that you applied
4 for pay?

5 A. They range anywhere from, you know, a postdoc salary
6 starting at \$37,000 to about -- the others really didn't
7 say, you know, the actual pay. It said it was negotiable.

8 I also applied for some internships. And I had met
9 with people and they determined they would not be able to
10 make the accommodations I require. That's been a common
11 response that I've got when I've had interviews.

12 Q. So who have you had interviews with?

13 A. When I went to Oakland Animal Services, they said
14 that I would probably be a good volunteer, and I'm currently
15 a volunteer at Oakland Animal Services, but that they were
16 not able to make the accommodations for me in relation to my
17 sensitivities and my restricted behaviors.

18 The cabinetmaker also was concerned because I have
19 dyspraxia, which is a motor issue. He was concerned that I
20 would cause injury to myself.

21 Q. You indicated in your declaration, that you signed
22 on February 9th, 2017, that you were currently then working
23 with a psychiatrist three times a week --

24 A. Correct.

25 Q. -- to overcome barriers so you may become
26 employable. Are you still working with that psychiatrist?

27 A. I was unable to afford to continue working with him.

28 THE COURT: Counsel, can I interrupt.

1 Ma'am, you're seeking to complete your Ph.D. and
2 you're finishing up your thesis; correct?

3 THE RESPONDENT: Yes.

4 THE COURT: Assuming that you're able to complete
5 the work necessary to get the Ph.D., would you be able to
6 teach?

7 THE WITNESS: No. The process for teaching is
8 incredibly complicated in the scientific academia, so you
9 would technically be first required to hold your own lab,
10 and then, within your lab, then you teach that way. So you
11 normally --

12 THE COURT: Even junior college you would need to do
13 all that?

14 THE RESPONDENT: I haven't looked into junior
15 college. But I have quite a lot of social phobia. So it
16 would probably be quite difficult. Also with the noise of
17 the students would be a challenge.

18 THE COURT: Okay. Thank you.

19 MS. POOLE: Q. When do you expect to complete your
20 Ph.D.?

21 A. I don't know. As soon as I can.

22 Q. Within the next two months?

23 A. As soon as I can.

24 Q. At this point, what's preventing you from completing
25 your Ph.D?

26 A. The stress of this divorce process and the period
27 prior to the divorce. Emotional abuse from my husband
28 didn't really help.

1 Q. When do you expect to become employed after you
2 complete your Ph.D.?

3 A. As soon as I can.

4 Q. In December 16th you received \$30,257?

5 A. Correct.

6 Q. And that was from an RSU vest?

7 A. They were community RSUs, I believe.

8 Q. And that was -- actually, some of those were not
9 community shares; is that correct?

10 A. I was informed at the time they were community.

11 Q. Isn't there a stipulation that says the character is
12 yet to be determined?

13 A. Yes, but it was assumed. It was told to me that
14 they were community.

15 Q. And in January 2017 you filed an ex parte motion;
16 correct?

17 A. Yes, because you were refusing to give me access to
18 my community RSUs.

19 Q. What community RSUs would have been available in
20 January 2017?

21 A. The ex parte motion was for the upcoming ones on
22 February 20th, 2017. We were trying to get access. And
23 those were repeated back and forward between my
24 then-attorney, Carrie Schneider, and opposing counsel, in
25 which opposing counsel continued to shift the goal posts, in
26 terms of how much money I could get access to, and then
27 eventually said I could not have access to any of the money.

28 Q. And in February you received approximately 20,000

1 being discussions about who would receive those deductions?

2 A. No.

3 Q. Okay. So is it your position he shouldn't receive
4 credit for the period in which he's paid temporary support
5 because he's getting the itemized deductions?

6 A. Correct.

7 Q. How much spousal support are you requesting?

8 A. I'm not actually sure. I assume it's the current
9 amount that I'm receiving, which is \$7,005 a month, plus
10 bonus support.

11 Q. Do you see the black binder up there?

12 A. Yes.

13 MS. LIST: Your Honor, may I ask my client if she
14 needs a break right now?

15 THE COURT: Do you need a break, ma'am?

16 THE WITNESS: Yeah, that would be really good.

17 THE COURT: Go ahead and take a break. We'll come
18 back in 15 minutes.

19 (Recess taken)

20 THE COURT: Go ahead.

21 MS. POOLE: Q. Ms. Adams, there's a black binder up
22 there. I would ask you turn to tab 88. Are you there?

23 A. Yes.

24 Q. Do you recognize this document?

25 A. Yes.

26 Q. And this is your Income and Expense Declaration that
27 you signed on October 18th, 2017?

28 A. Uh-hum; yes.

1 Q. And is that your signature at the bottom?

2 A. Correct.

3 THE COURT: I'm sorry, counsel, what tab?

4 MS. POOLE: 88.

5 THE COURT: 88. Thank you very much. Go ahead.

6 MS. POOLE: Q. So on page 1, it lists your most
7 previous employment at the Regents of UC Davis, and you were
8 earning \$2,100 per month from the period when your job ended
9 September 20th, 2013?

10 A. Yes.

11 Q. And you were working approximately 40 hours a week
12 at that time?

13 A. Yes.

14 Q. And in section number 4, you state that Mr. Billings
15 earns \$43,920 per month; does that include his RSU income?

16 A. I believe that's what Mr. Billings wrote on his own
17 Income and Expense Declaration, so it's whatever he believes
18 it to be.

19 Q. Do you believe that's his monthly salary?

20 A. I have no idea.

21 Q. Okay. Turning to page 2, have you listed on here
22 the amount of the RSU income that you've received over the
23 past year?

24 A. I listed here the bonus spousal support that I've
25 received.

26 Q. Correct. In section 8?

27 A. Yes.

28 Q. But where have you listed the RSU income you've

1 Q. And were you ever --

2 A. I was never held under Section 17 in the time that I
3 met John.

4 Q. Okay. So your health was good. Were you seeing a
5 psychiatrist or any other --

6 A. Yeah, I saw my psychiatrist. And he was based in
7 London, of course I was based in Cambridge, so I didn't see
8 him as frequently as I currently have to see one now.

9 Q. And did you receive any other services to help you
10 at that time?

11 A. Not after I was with John, but prior to him, I did
12 receive services.

13 Q. Why did you stop receiving services once you started
14 living with Mr. Billings?

15 A. Well, John sort of seemed to kind of take it upon
16 himself to, you know, help with quite a lot of things. From
17 very early on it was like, you know, we were a couple,
18 really.

19 Q. And at what point did you decide to move to the
20 United States?

21 A. I had, prior to coming here, initially got a place
22 at Harvard the year before. And I had wanted to go to
23 Harvard, and John did not want to go, because he said he
24 could not get employment there. He said that the only place
25 he would go is California.

26 Q. And so whose idea was it to move to the United
27 States?

28 A. John's.

1 Q. And did he ask you to go?

2 A. Yes.

3 Q. Did he ever indicate whether he was going whether
4 you came or not?

5 A. I believe he indicated he would go, with me or not.

6 Q. And at that time had you become dependent on
7 Mr. Billings?

8 A. Yes, very much so.

9 Q. Dependent for what, physical care?

10 A. Just like emotional care and sort of mental support,
11 like, you know, as I say, we were inseparable. It was only
12 in August 2015 that we ever spent a day -- the first time we
13 spent a day apart.

14 Q. And did you and Mr. Billings discuss how you would
15 pay your expenses in the United States?

16 A. Yeah. John had got a well-paying job relative to
17 British standards. I had found us accommodation that was
18 quite cheap but in like a nice area in the Berkeley hills.
19 And we would be saving my Ph.D. stipend and using his salary
20 for our living expenses.

21 Q. And is that what you did?

22 A. Yes.

23 Q. Did Mr. Billings promise to support you if you came
24 to the United States with him?

25 A. He did, yes.

26 Q. Since your move to the United States, how has your
27 health been?

28 A. It seems to have got progressively worse, especially

1 in the last two years, from maybe 2015.

2 Q. Describe, please, for us how it's gotten worse.

3 A. I had two in-patient hospitalizations, held under
4 5250 for being gravely ill or disabled, and those occurred
5 in a six-month span prior to Mr. Billings leaving the family
6 home. There was one period in December 2015 where I
7 received multiple 5150s. Mr. Billings, I think earlier,
8 suggested that there were fewer than ten. I believe there
9 were more than ten. All of them but one have occurred from
10 2015 onwards.

11 Q. What services do you currently receive?

12 A. I currently receive therapy from Alyssa Burgee (ph),
13 which is just sort of helping me to understand sort of
14 social problems that I might have and other kind of life
15 problems that I might have. I also see my psychiatrist, who
16 manages my medication, because my medication often needs
17 modifying. I'm seeing a neurologist because I started
18 having some neurological symptoms. And I see two people
19 from the Center for Autism and Related Disorders who help me
20 with in-home care, so helping me with what they call
21 executive function, which is like planning and organization.

22 Q. And how do you pay for these services?

23 A. With Alyssa Burgee (ph), I pay and I get reimbursed
24 some portion from the health insurance. And my Anthem
25 secondary insurance covers the Center for Autism and Related
26 Disorders. And my Anthem insurance and my Blue Shield
27 insurance cover the neurologist and the psychiatrist. I
28 also have massage therapy for some backs problems that I

1 COUNTY OF ALAMEDA)
)
2 STATE OF CALIFORNIA) ss.

3 I, MICHELLE D. STEWARD, do hereby certify:

4 That I am a Certified Shorthand Reporter in the
5 state of California, License No. 5954, and Official reporter
6 in the Superior Court, in and for the County of Alameda;

7 That on 11-07-17, I fully and correctly reported
8 the within-entitled matter, Billings v Adams, Court Trial,
9 Day Two, before the Honorable Thomas J. Nixon, Judge;

10 That the foregoing pages 93 through 183,
11 inclusive, are a full, true and correct transcription of my
12 stenographic notes, achieved by means of computer-aided
13 transcription, taken at the aforementioned time and place.

14 IN WITNESS WHEREOF, I have hereunto subscribed my
15 name this 29th day of November, 2017.

16

17

18

e/s Michelle Steward

19

MICHELLE D. STEWARD, CSR 5954

20

21

22

23

24

25

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27

28

EXHIBIT 52

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State, number, and address): Stacey Poole 202964 Lerner-Poole, LLP 535 Pacific Avenue, 2nd Floor San Francisco, CA 94133 TELEPHONE NO.: (415) 391-6000 FAX NO. (Optional): (415) 391-6011 E-MAIL ADDRESS (Optional): stacey@cafamilylaw.com ATTORNEY FOR (Name): JOHN NICHOLAS BILLINGS	FOR COURT USE ONLY ENDORSED FILED ALAMEDA COUNTY MAR 06 2018 CLERK OF THE SUPERIOR COURT By <u>PAMI YOUNG</u> Deputy
SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA STREET ADDRESS: 24405 Amador Street MAILING ADDRESS: 24405 Amador Street CITY AND ZIP CODE: Hayward, CA 94544-1314 BRANCH NAME SOUTHERN DIVISION	
PETITIONER: JOHN NICHOLAS BILLINGS RESPONDENT: SARRITA ANASTASIA ADAMS	
NOTICE OF ENTRY OF JUDGMENT	CASE NUMBER: HF16830225

You are notified that the following judgment was entered on (date): 3/25/18

1. Dissolution
2. Dissolution - status only
3. Dissolution - reserving jurisdiction over termination of marital status or domestic partnership
4. Legal separation
5. Nullity
6. Parent-child relationship
7. Judgment on reserved issues
8. Other (specify):

Date: **MAR 06 2018**

Clerk, by **PAMELA A. YOUNG**, Deputy

-NOTICE TO ATTORNEY OF RECORD OR PARTY WITHOUT ATTORNEY-

Under the provisions of Code of Civil Procedure section 1952, if no appeal is filed the court may order the exhibits destroyed or otherwise disposed of after 60 days from the expiration of the appeal time.

STATEMENT IN THIS BOX APPLIES ONLY TO JUDGMENT OF DISSOLUTION Effective date of termination of marital or domestic partnership status (specify): <u>12/31/2017</u> WARNING: Neither party may remarry or enter into a new domestic partnership until the effective date of the termination of marital or domestic partnership status, as shown in this box.

CLERK'S CERTIFICATE OF MAILING

I certify that I am not a party to this cause and that a true copy of the *Notice of Entry of Judgment* was mailed first class, postage fully prepaid, in a sealed envelope addressed as shown below, and that the notice was mailed

at (place): Hayward, California, on (date):

Date: **MAR 06 2018**

Clerk, by **PAMELA A. YOUNG**, Deputy

Name and address of petitioner or petitioner's attorney
 [JOHN NICHOLAS BILLINGS
 c/o Stacey Poole
 Lerner Poole, LLP
 535 Pacific Avenue, 2nd Floor
 San Francisco, CA 94133]

Name and address of respondent or respondent's attorney
 [SARRITA ANASTASIA ADAMS
 c/o Robert Sullivan
 Kaspar & Lugay, LLP
 1606 Juanita Lane, Ste. B
 Tiburon, CA 94920]

**NOTICE OF ENTRY OF JUDGMENT
(Family Law-Uniform Parentage-Custody and Support)**

BILLINGS, JOHN

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Stacey Poole 202964 Lerner-Poole, LLP 535 Pacific Avenue, 2nd Floor San Francisco, CA 94133 TELEPHONE NO.: (415) 391-6000 FAX NO. (Optional): (415) 391-6011 E-MAIL ADDRESS (Optional): stacey@cafamilylaw.com ATTORNEY FOR (Name): JOHN NICHOLAS BILLINGS	FOR COURT USE ONLY ENDORSED FILED AT ALAMEDA COUNTY MAR 06 2018 CLERK OF THE SUPERIOR COURT By <u>PAM YOUNG</u> Deputy
SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA STREET ADDRESS: 24405 Amador Street MAILING ADDRESS: 24405 Amador Street CITY AND ZIP CODE: Hayward, CA 94544-1314 BRANCH NAME: SOUTHERN DIVISION	CASE NUMBER: HF16830225
MARRIAGE OR PARTNERSHIP OF PETITIONER: JOHN NICHOLAS BILLINGS RESPONDENT: SARRITA ANASTASIA ADAMS	
<p style="text-align: center;">JUDGMENT</p> <input checked="" type="checkbox"/> DISSOLUTION <input type="checkbox"/> LEGAL SEPARATION <input type="checkbox"/> NULLITY <input type="checkbox"/> Status only <input type="checkbox"/> Reserving jurisdiction over termination of marital or domestic partnership status <input type="checkbox"/> Judgment on reserved issues Date marital or domestic partnership status ends: 12/31/2017	

- This judgment contains personal conduct restraining orders modifies existing restraining orders. The restraining orders are contained on page(s) _____ of the attachment. They expire on (date): _____
- This proceeding was heard as follows: Default or uncontested By declaration under Family Code section 2336
 Contested Agreement in court
 a. Date: November 6-8, 13, 2017 Dept.: 503 Room: _____
 b. Judicial officer (name): Thomas J. Nixon Temporary judge
 c. Petitioner present in court Attorney present in court (name): Stacey Poole
 d. Respondent present in court Attorney present in court (name): Amanda List
 e. Claimant present in court (name): _____ Attorney present in court (name): _____
 f. Other (specify name): _____
- The court acquired jurisdiction of the respondent on (date): 9/21/2016
 a. The respondent was served with process.
 b. The respondent appeared.

THE COURT ORDERS, GOOD CAUSE APPEARING

- Judgment of dissolution is entered. Marital or domestic partnership status is terminated and the parties are restored to the status of single persons
 (1) on (specify date): 12/31/2017
 (2) on a date to be determined on noticed motion of either party or on stipulation.
 - Judgment of legal separation is entered.
 - Judgment of nullity is entered. The parties are declared to be single persons on the ground of (specify): _____
 - This judgment will be entered nunc pro tunc as of (date): _____
 - Judgment on reserved issues.
 - The petitioner's respondent's former name is restored to (specify): SARRITA ANASTASIA ADAMS
 - Jurisdiction is reserved over all other issues, and all present orders remain in effect except as provided below.
 - This judgment contains provisions for child support or family support. Each party must complete and file with the court a *Child Support Case Registry Form* (form FL-191) within 10 days of the date of this judgment. The parents must notify the court of any change in the information submitted within 10 days of the change, by filing an updated form. The *Notice of Rights and Responsibilities—Health-Care Costs and Reimbursement Procedures and Information Sheet on Changing a Child Support Order* (form FL-192) is attached.

CASE NAME (Last name, first name of each party): Marriage of Billings and Adams	CASE NUMBER: HF16830225
--	----------------------------

4. i. The children of this marriage or domestic partnership are:
- (1) Name Birthdate
- (2) Parentage is established for children of this relationship born prior to the marriage or domestic partnership
- j. Child custody and visitation (parenting time) are ordered as set forth in the attached
- (1) Settlement agreement, stipulation for judgment, or other written agreement which contains the information required by Family Code section 3048(a).
- (2) *Child Custody and Visitation Order Attachment* (form FL-341).
- (3) *Stipulation and Order for Custody and/or Visitation of Children* (form FL-355).
- (4) Previously established in another case. Case number: Court:
- k. Child support is ordered as set forth in the attached
- (1) Settlement agreement, stipulation for judgment, or other written agreement which contains the declarations required by Family Code section 4065(a).
- (2) *Child Support Information and Order Attachment* (form FL-342).
- (3) *Stipulation to Establish or Modify Child Support and Order* (form FL-350).
- (4) Previously established in another case. Case number: Court:
- l. Spousal, domestic partner, or family support is ordered:
- (1) Reserved for future determination as relates to petitioner respondent
- (2) Jurisdiction terminated to order spousal or partner support to petitioner respondent
- (3) As set forth in the attached *Spousal, Partner, or Family Support Order Attachment* (form FL-343).
- (4) As set forth in the attached settlement agreement, stipulation for judgment, or other written agreement.
- (5) Other (specify): As set forth in the attachment.
- m. Property division is ordered as set forth in the attached
- (1) Settlement agreement, stipulation for judgment, or other written agreement.
- (2) *Property Order Attachment to Judgment* (form FL-345).
- (3) Other (specify): See attachment.
- n. Attorney fees and costs are ordered as set forth in the attached
- (1) Settlement agreement, stipulation for judgment, or other written agreement.
- (2) *Attorney Fees and Costs Order* (form FL-346).
- (3) Other (specify): See attachment.
- o. Other (specify):

Each attachment to this judgment is incorporated into this judgment, and the parties are ordered to comply with each attachment's provisions. Jurisdiction is reserved to make other orders necessary to carry out this judgment.

THOMAS J. NIXON

Date: **MAR 06 2018**

JUDICIAL OFFICER

5. Number of pages attached: 29

SIGNATURE FOLLOWS LAST ATTACHMENT

NOTICE

Dissolution or legal separation may automatically cancel the rights of a spouse or domestic partner under the other spouse's or domestic partner's will, trust, retirement plan, power of attorney, pay-on-death bank account, transfer-on-death vehicle registration, survivorship rights to any property owned in joint tenancy, and any other similar property interest. It does not automatically cancel the rights of a spouse or domestic partner as beneficiary of the other spouse's or domestic partner's life insurance policy. You should review these matters, as well as any credit cards, other credit accounts, insurance policies, retirement plans, and credit reports, to determine whether they should be changed or whether you should take any other actions.

A debt or obligation may be assigned to one party as part of the dissolution of property and debts, but if that party does not pay the debt or obligation, the creditor may be able to collect from the other party.

An earnings assignment may be issued without additional proof if child, family, partner, or spousal support is ordered.

Any party required to pay support must pay interest on overdue amounts at the "legal rate," which is currently 10 percent.

JUDGMENT

The Court finds irreconcilable differences have arisen causing an irremediable breakdown of the marriage. The parties are restored to the status of unmarried persons effective 12-31-2017. The Court held a trial on November 6, 7, 8 and 13, 2017. The Court's Statement of Decision is attached hereto as Exhibit "A" for future reference.

Spousal Support

Beginning January 1, 2018 and continuing until December 31, 2019, Petitioner shall pay to Respondent as and for Spousal Support the sum of \$6,000 per month payable on the 1st day of each month. He shall also pay as additional support 15% of his separate RSU income. Considering the stated needs of the respondent, her share of the community RSUs, and all other funds available for her support, this award meets Respondents needs and the marital standard of living.

This award assumes that the RSUs will continue. The court reserves jurisdiction to modify this award should petitioner's employment with Yelp end for any reason or RSU income be deferred or delayed.

House

The parties are ordered to obtain a realtor no later than January 31, 2018.

ATTACHMENT TO JUDGMENT (FL-180).

If the parties cannot agree on a realtor, each party is to submit to the court the names of three potential realtors and the court will appoint one. These names should be provided to the Court no later than February 5, 2018. Courtesy copies should be provided directly to department 503.

Effective March 1, 2018 or as soon thereafter as is practicable, the house is to be listed for sale. The parties are to endeavor to have all repairs incident to the sale of the property paid out of escrow. Each party is to pay one-half of all said repairs.

Petitioner and Respondent are to cooperate fully with the realtor in the sale of the home. So long as Respondent cooperates fully, she may remain in the residence until it is sold. She must maintain the property in showable condition. She will also be responsible for all continuing payments on the mortgage, taxes, utilities, and normal monthly maintenance (lawns, etc.). Should she fail to make said payments or cooperate with the listing agent, her continuing tenancy will be ended. Should Respondent choose to vacate the property prior to sale, the parties shall share equally the ongoing expenses of the property until it is sold.

Petitioner shall receive reimbursement in the amount of \$69,476 for his separate property contribution to the down payment on the house. Respondent

ATTACHMENT TO JUDGMENT (FL-180).

is to receive reimbursement in the amount of \$6,961.

Property Division:

Yelp stock and RSUs: The parties stipulated to use the Nelson formula to allocate Petitioner's Yelp RSUs and stock options. The court adopts Ms. Bertozzi's calculations on pages BI-B4 of her report which is attached hereto as Exhibit "B".

Each Party shall be responsible for the tax consequences of the exercise of any RSUs or stock options exercised on that Party's behalf. The Parties understand that upon future exercises of options to purchase stock and the immediate sale of the restricted stock, the company will withhold some portion of the proceeds of the stock for federal and state taxes. Upon exercising on Wife's behalf, Husband shall promptly transfer to Wife the gross amount due her upon exercise of her options and her sale of her shares. Any withholding for taxes on Wife's share shall be credited to the Husband as Wife is being paid a gross amount based on the value of the units. Wife agrees to report, as income received in the appropriate year, the gross amount of the proceeds of the exercise of the options (excluding the amount withheld by the company) to the appropriate taxing authorities. The Parties shall cooperate in filing tax returns that fully explain the division, exercise, and tax consequences of the options. Respondent shall indemnify and hold Petitioner harmless for any Federal or State

ATTACHMENT TO JUDGMENT (FL-180).

taxes owed on her RSU or stock option income received post-January 1, 2018.

Bank Accounts: Petitioner shall reimburse Respondent the sum of \$235.16 for her share of the community bank accounts (Chase plus savings, Chase Premier Checking #5717, Barclay's bank #0180 and the Cooperative bank) which are confirmed to Petitioner.

Furniture and Furnishings:

The parties shall attempt to agree to a division of furniture and furnishings. The court reserves jurisdiction over this issue in the event that the parties are not able to agree on a division.

Automobile

2016 Acura MDX: If Respondent wishes to retain the vehicle she may do so, provided she pays all ongoing lease payments and insurance. She must hold Petitioner harmless from any additional costs incident to the lease. If Respondent does not want to vehicle, the Acura should be turned over the dealership. The parties are to share equally in any penalties or fees for early termination of the lease. The court reserves jurisdiction on this issue should there be damage to the vehicle, excessive mileage, or any other problems that may be attributable to only one of the parties.

Dogs

The Greyhounds: It was difficult to get a straight answer from the Respondent as to whether or not she wanted these dogs confirmed to her. The court is not inclined to award support for the dogs. The dogs are first awarded to Ms. Adams. Should Ms. Adams wish to keep the dogs, she must notify petitioner or petitioner's counsel within 30 days of March 1, 2018. Mr. Billings must then cooperate in having the dogs registered in Ms. Adams name. She will then be solely responsible for the dogs continued care and maintenance. Should, within 30 days of March 1, 2018, Ms. Adams decide not to keep the dogs under these requirements, the dogs will be awarded to Mr. Billings. He will then arrange to pick-up the dogs within two weeks of Ms. Billings' decision. He then will be responsible for the dogs moving forward.

Reimbursements

RSU Overpayment: The Court finds that, pursuant to Ms. Bertozzi's report, Ms. Adams received a greater share of RSU income than called for under the Nelson formula. From the November 2016 tranche she received \$31,433.30. She should have received \$23,763.57. From the February 2017 tranche she received \$20,521.89. She should have received \$11,713.27. Respondent owes Petitioner \$16,478.35 for said overpayment.

The court does order Respondent to reimburse Petitioner \$978 for the

ATTACHMENT TO JUDGMENT (FL-180).

insurance overpayment and \$832 for the auto accident payment all payments which the court does not consider to be for respondent's support. Ms. Adams is entitled to reimbursement from the Chase account in the amount of \$2173.53.

Credit Card Debt:

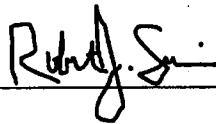
Each party is to pay one-half of all community credit card debt still in existence. Each party is responsible for those charges made to community accounts after the date of separation and still owing. Those amounts are to be paid out of escrow of the family residence and deducted from the proceeds of the person who incurred said charges. Any payments made by either party towards the separate debt of the other prior to the sale of the family home shall be reimbursed in the same manner.

Attorney's Fees:

Mr. Billings to pay an additional \$35,000 towards Ms. Adams' attorney's fees and costs in addition to the \$5,000 previously ordered. This amount may be paid out of petitioner's share of the proceeds from the Snake Road property.

Approved as to form:

Dated: March 1, 2018



Robert Sullivan

Attorney for Respondent Sarrita Adams

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF ALAMEDA**

DATE: January 25, 2018

Hon. Thomas J. Nixon, Judge

DEPT. 503 **ENDORSED**
FILED
Pam Young, Deputy Clerk
ALAMEDA COUNTY

JOHN NICHOLAS BILLINGS

JAN 25 2018

vs.

CLERK OF THE SUPERIOR COURT
By **PAM YOUNG**

SARRITA ANASTASIA ADAMS

Deputy

NATURE OF PROCEEDINGS:

ACTION NO. HF16830225

STATEMENT OF DECISION

This matter came regularly on for trial November 6, 7, 8 and 13, 2017. Petitioner was present each day of trial represented by Stacey Poole, Esq. Respondent was present each day of trial represented by Amanda List, Esq. Petitioner, Respondent and real estate appraiser Diana Yovino-Young testified at trial. After evidence both oral and documentary had been presented, counsel requested time to submit closing briefs. The Court gave counsel until December 11, 2017, to file their briefs. Thereafter on December 12, 2017, the Court took the matter under submission. Having reviewed the register of actions, transcripts from each day of trial and all documents and briefs submitted, the court issued a tentative statement of decision on December 27, 2017. Both petitioner and respondent timely filed objections to the tentative statement of decision. The court now issues its Statement of Decision. To the extent any objection is not addressed in this decision, it is deemed denied.

Status

The Court finds irreconcilable differences have arisen causing an irremediable breakdown of the marriage. The parties are restored to the status of unmarried persons effective 12-31-2017.

Stipulations:

At the beginning of trial the parties stipulated that the RSU's obtained as a consequence of petitioner's employment with Yelp would be divided pursuant to the Marriage of Nelson formula [177CA 3rd 150 (1986)].¹ The parties also stipulated that Petitioner waived any FC §2640 claims for improvements to the family home.²

Contested Issues:

1. Spousal Support
2. Division/Disposition of Family Home
3. Property Division
4. Reimbursements
5. Attorney's Fees

Facts:

Both parties are 33 years of age. The parties met in the fall of 2008 while each attended the University of Cambridge in England. According to testimony provided at the trial, the parties began cohabitating shortly after meeting. In October 2010, Petitioner and Respondent moved to the United States. They were not married. According to Respondent, Petitioner asked her to

¹ See Transcript November 6, 2017, pg. 2, lines 13 – 14.

² See Transcript November 6, 2017, pg. 2 lines 15 – 17.

accompany him to the US, but made it clear that "he would go, with me or without me".³

Upon arriving in the US, Petitioner began work at a company named "My Life". Respondent continued her Ph.D studies at UC Davis. Thereafter, Petitioner obtained employment at Yelp, Inc. The parties married July 5, 2012. In November 2012, they purchased the house at 7107 Snake Road, Oakland. The parties' relationship was at times volatile. Both parties alleged the other committed acts of Domestic Violence. Respondent was 5150'd many times. Both parties were arrested at least once. Although he moved out in July 2015, the date of separation was agreed to be August 20, 2016.

Since date of separation Respondent has remained in the family home. Petitioner resides in an apartment in San Francisco.

As a child, Respondent was diagnosed with Autism. She indicates that she also suffers from Dyspraxia, PTSD, generalized anxiety disorder and Asthma.⁴ She was placed in a residential hospital for children, adolescents with developmental disorders or psychiatric disorders at age 12 and remained there until she was 18. At 18, she moved to London and stayed in a flat near her father. Despite her challenges, she enrolled in the University of Cambridge and become a Ph.D candidate. Respondent has not yet completed all work necessary to obtain her Ph.D. Although she submitted her dissertation, it came back requiring major revisions and re-writes. She could not speculate as to how much more time she would need to complete all revisions of her dissertation as required.

³ See Transcript November 7, 2017, pg. 158 line 5

Petitioner continues to work at Yelp, Inc. As part of his compensation, he receives RSU's. His base compensation was \$195,000 at date of separation. It increased to \$205,000 in October 2016 and now sits at \$215,000 + RSU's and bonuses. The RSU's will vest only so long as petitioner continues his employment with Yelp. He testified that he's happy at Yelp and has no plans to leave.

Spousal Support:

Respondent, Ms. Adams, is requesting permanent spousal support from Mr. Billings. Currently, she receives temporary spousal support at a rate of \$7,005 per month plus a percentage of any bonus income received by Mr. Billings. This order was issued April 13, 2017 and made retroactive to February 1, 2017. Prior to the filing of her RFO, Respondent received \$5,000 from Petitioner plus a \$10,000 distribution earmarked for attorney's fees. Petitioner also paid the mortgage and taxes on the house, most utilities, and credit card debt. Petitioner is seeking reimbursement for funds expended prior to the filing of the RFO. The court will speak to that issue later in this decision.

Permanent Spousal Support is governed by Family Code § 4320. Section 4320 sets out fourteen factors the court must consider when ordering spousal support:

(a) The extent to which the earning capacity of each party is sufficient to maintain the standard of living established during the marriage, taking into account the following;

(1) The marketable skills of the supported party; the job market for those skills; the time and expenses required for the supported party to acquire the appropriate education or training to develop those skills; and the possible need for retraining or education to acquire other, more marketable skills or employment.

⁴ See Transcript November 7, 2017, pg. 155 lines 1 – 3

(2) The extent to which the supported party's present or future earning capacity is impaired by periods of unemployment that were incurred during the marriage to permit the supported party to devote time to domestic duties.

Obviously, Petitioner continues at the same employment he had prior to separation. His income has risen slightly since the date of separation. The payment of ongoing spousal support is the only known impediment to his ability to maintain the marital standard of living.

Respondent is currently unemployed. Other than a \$2,000 per month stipend which she received while at UC Davis, she has not been gainfully employed since before the marriage. She was seeking a Ph.D in molecular neurobiology but it appears that she put that study on hold. Respondent indicates that the stress of the divorce and her medical conditions prevents her from continuing her work towards completing her dissertation.

While she has a green card now, it does not appear that she has any work history to fall back on. At least, none was proffered. Unless she completes the work necessary to obtain her Ph.D, her work prospects appear somewhat limited. She certainly will not be able to maintain the marital standard of living. The Court finds that the parties subsisted on between \$300,000 and \$500,000 a year depending on the sale of RSUs. No evidence was presented to suggest that Respondent's earning capacity was impaired due to domestic duties.

(b) The extent to which the supported party contributed to the attainment of an education, training, a career position, or a license by the supporting party.

No evidence was presented suggesting Respondent contributed to the attainment of an education, training, a career position, or a license by the petitioner other than Respondent's testimony that she suggested a path Petitioner might take to obtain a raise and RSUs. The parties' testimony differ on this point, however the court does not consider such a suggestion, even if it were supported by the other evidence, to be "contributing" as envisioned by this factor.

(c) The ability of the supporting party to pay spousal support, taking into account the supporting party's earning capacity, earned and unearned income, assets and standard of living.

Petitioner has an ability to pay spousal support. His current base income is \$215,000. It was \$195,000 at time of separation. He will receive the lion share of the RSUs pursuant to the Nelson formula. As previously indicated, his average yearly income including RSU's was \$400,000 per year.

(d) The needs of each party based on the standard of living established during the marriage

As Respondent did not work for an appreciable period of time during the marriage, the parties subsisted on Petitioner's income. Now that two households must be maintained, neither party will be in quite the same position as they would have been if only one household was required. Respondent, however, even exercising those RUSs assigned to her, will not be able to reach the marital standard of living established during the marriage without support or employment.

Although not supported by any evidence other than Respondent's testimony, she believes her post doctorate earning will be no more than \$37,000

per year. Again, while this seems low, no other evidence of vocational earning capacity was provided at trial. Both parties testified to a somewhat frugal lifestyle. The parties owned one car. They took few trips. They spent little on clothes or personal items. According to Ms. Adams, the only piece of jewelry purchased by Mr. Adams for her was her wedding ring. She testified that she did not even go to the hairdressers during the marriage. All of the money went to the house. In her closing brief, respondent indicated that she felt that she would need between \$10,000 and \$12,000 per month to adequately cover her needs.

(e) The obligations and assets, including the separate property, of each party.

The obligations of the parties are not significant and all debt should be able to be extinguished after judgment. Each party will have assets from the house, stock and RSUs.

(f) The duration of the marriage

This is a marriage of 4 years and 1 month. It is, therefore, of short duration.

(g) The ability of the supported party to engage in gainful employment without unduly interfering with the interests of dependent children in the custody of the party.

The parties have no minor children.

(h) The age and health of the parties

Both parties are young (33). Both parties are physically healthy. One of the primary bones of contention in this case, however, is Respondent's belief that her diagnosed Autism prevents or severely diminishes her ability to work.

There can be no doubt that Respondent has had periods of hospitalization over the last few years. The exact reasons for those hospitalizations were not

provided. Respondent and petitioner testified that respondent was 5150'd on numerous occasions. Respondent also testified that she was 5250'd twice⁵. No medical records, expert testimony or other collaborating evidence was provided to the court to allow the court to make a factual finding that respondent was, indeed, 5250'd. Regardless, the court accepts that respondent does, indeed, suffer from autism, among other disorders, and that this has led to periods of involuntary hospitalization. The court has carefully considered respondent's medical challenges in making this order. Respondent, for her part, seemed to suggest that she believed that many of her 5150 episodes were unnecessary or brought about by lies told to physicians, psychiatrists, or to the police by Petitioner. The court was not informed of any periods of hospitalization occurring after the parties separated in August 2016. At trial, Respondent appeared lucid, intelligent and competent. A blanket statement by her that she's a "dependent adult"⁶ or that it's felt that she needs further vocational training⁷ offered without any expert assessment or testimony is insufficient for the court to conclude that she cannot complete her dissertation in a timely manner and obtain employment. While she undoubtedly has challenges that have delayed her completion of her Ph.D., the burden is on her to prove those challenges prevent her from obtaining gainful employment. She has not met that burden.

- (i) Documented evidence, including a plea of nolo contendere, of any history of domestic violence, as defined in Section 6211, between the parties or perpetrated by either party against either party's child, including, but not limited to, consideration of emotional distress**

⁵ See Transcript (November 8, 2017, pg. 226 lines 17-18.

⁶ See Transcript November 7, 2017, pg. 116 lines 7 - 8.

⁷ See Transcript (November 7, 2017, . . pg. 119 lines 15-17

resulting from domestic violence perpetrated against the supported party by the supporting party, and consideration of any history of violence against the supporting party by the supported party.

Both parties testified at length concerning the domestic violence perpetrated by the other. The Court found Petitioner's testimony more credible in this regard. Although each was arrested, no charges were ever brought. Pictures provided of Respondent painting on the walls ("I hate you"), damaging Petitioner's property, causing injuries to Petitioner's body and kneeling on the floor with a can of gasoline and two knives presented a disturbing picture. While Respondent insisted this was "gas lighting" by the Petitioner and that she was the abused party, the court finds her explanations as to how she obtained her injuries unconvincing. On balance, the Court is of the opinion that Respondent was the primary aggressor, but given the totality of circumstances, the court does not believe FC §4325 sanctions are appropriate in this case.

(J) The immediate and specific tax consequences to each party

Petitioner argues there is a "recapture" issue that should be considered. No competent evidence was presented of what petitioner's tax consequences will be as a result of the sale of RSUs. Petitioner's sole testimony on this point was a blanket statement that he was asking the court to make support orders that would avoid the need for him to pay recapture⁸. The court received no evidence from anyone with a tax background establishing that petitioner would face recapture taxes and what those might be. The court may not "speculate". Although petitioner spent considerable time in his closing brief and objection to tentative statement of decision on this point, closing argument is just that

"argument". It is not evidence. Without more, the court cannot fashion a support award that assumes taxes that may or may not be owed in an unknown amount. The court notes that the property division to follow may also create tax consequences.

(k) The balance of the hardships to each party.

On balance, Respondent is most at risk here. She has no job and an incomplete education. She is also on the autism spectrum which presents its own set of challenges. Petitioner is healthy, employed and stable.

The goal that the supported party shall be self-supporting within a reasonable period of time. Except in the case of a marriage of long duration as described in Section 4336, a "reasonable period of time" for purposes of this section generally shall be one-half the length of the marriage. However, nothing in this section is intended to limit the court's discretion to order support for a greater or lesser length of time, based on any of the other factors listed in this section, Section 4336, and the circumstances of the parties.

As previously indicated, this is a marriage of short duration. Typically, a spousal support award of two years would be in keeping with the goal that Respondent be self-sufficient within one-half the length of the marriage. That goal, however, is not realistic in this case. Respondent will need time to finish her dissertation. She will then need to obtain employment which will provide appropriate accommodations. The testimony at trial strongly suggested that she has done little towards the completion of her dissertation or to develop any alternate career opportunities since the parties separated a year and a half

⁸ See Transcript (November 6, 2017) pg. 37, lines 17-22

ago. While it will require the petitioner to pay support for a longer period of time than might otherwise be expected, the Court believes an additional two years of support will be required.

(l) The criminal conviction of an abusive spouse shall be considered in making a reduction or elimination of a spousal support award in accordance with Section 4324.5 or 4325.

This section is not applicable in this case.

(m) Any other factors the court determines are just and equitable

Petitioner has been providing support to the Respondent since August 2016 in one form or another, as the court will explain under "reimbursements". Petitioner voluntarily undertook to provide direct and indirect support to the Respondent prior to her filing an RFO for support. The court therefore finds that Petitioner has already provided support to Respondent for 16 months. Part of the \$10,000 - \$12,000 the respondent claims that she requires on a monthly basis for her support is health care premiums previously covered by petitioner/petitioner's employment. This amount was estimated at \$1,500 - \$2,000 per month.

Beginning January 1, 2018 and continuing until December 31, 2019, Petitioner shall pay to Respondent as and for Spousal Support the sum of \$6,000 per month payable on the 1st day of each month. He shall also pay as additional support 15% of his separate RSU income. Considering the stated needs of the respondent, her share of the community RSUs, and all other funds available for her support, this award should meet her needs and the marital standard of living outlined above.

Of course, this award assumes that the RSUs will continue. The court reserves jurisdiction to modify this award should petitioner's employment with Yelp end for any reason or RSU income be deferred or delayed.

Respondent is advised that it is the policy of the State of California that each party make reasonable good-faith efforts to become self-supporting, and a failure to make reasonable good-faith efforts "can constitute a change in circumstances which could warrant a modification or even a termination of spousal support". *IRMO Gavron*, (1988) 203 Cal. App. 3d 705, 712.

7107 Snake Road, Oakland, CA

The parties dispute the value of the family residence located at 7107 Snake Road, Oakland, CA. At trial, Ms. Yovino-Young testified that as an expert real estate appraiser she valued the property at \$1,275,000 effective October 19, 2017. Petitioner accepts that value. Respondent believes that value fails to consider necessary and expensive repairs. Respondent provided no expert testimony to contradict Ms. Yovino-Young.

Respondent seeks to buyout Petitioner's share of the real property. To do this, she proposes to use many of the community assets to be awarded to her and/or obtain a loan with a third party, Mr. Vinh Tran. Mr. Tran did not appear at trial, nor were any documents provided to establish that he would, or even could, assist in the purchase of the house. While the court understands Ms. Adams' desire to remain in the house, insufficient evidence was provided to leave the court with any confidence of her ability to obtain the required loan. Her last minute solution with Mr. Tran is nebulous at best and, if she is right about the necessary repairs, would leave her with an expensive house in need of

repairs and no funds with which to do said maintenance. Moreover this would put further stress on her ability to complete her Ph.D. and become self-sufficient. The court is aware that Ms. Adams wants to remain in the house and feels a move would be difficult for her given her medical condition. The court notes, however, that Ms. Adams was able to move from the UK to the United States and from an apartment to the Snake Road house.

Given the above, the parties are ordered to obtain a realtor no later than January 31, 2018. If the parties can not agree on a realtor, each party is to submit to the court the names of three potential realtors and the court will appoint one. These names should be provided to the Court no later than February 5, 2018. Courtesy copies should be provided directly to department 503.

Effective March 1, 2018 or as soon thereafter as is practicable, the house is to be listed for sale. The parties are to endeavor to have all repairs incident to the sale of the property paid out of escrow. Each party is to pay one-half of all said repairs.

Petitioner and Respondent are to cooperate fully with the realtor in the sale of the home. So long as Respondent cooperates fully, she may remain in the residence until it is sold. She must maintain the property in showable condition. She will also be responsible for all continuing payments on the mortgage, taxes, utilities, and normal monthly maintenance (lawns, etc.). Should she fail to make said payments or cooperate with the listing agent, her continuing tenancy will be ended. Should Respondent choose to vacate the

property prior to sale, the parties shall share equally the ongoing expenses of the property until it is sold.

The Court accepts Ms. Bertozzi's tracing and finds that out of the proceeds of the sale of the home Petitioner is to receive reimbursement in the amount of \$69,476 for his separate property contribution to the down payment on the house. Respondent is to receive reimbursement in the amount of \$6,961.

Property Division:

Yelp stock and RSUs: The parties stipulated to use the Nelson formula to allocate Petitioner's Yelp RSUs and stock options. The court adopts Ms. Bertozzi's calculations on pages B1-B4 of her report.

Bank Accounts: Petitioner shall reimburse respondent the sum of \$235.16 for her share of the community bank accounts (chase plus savings, chase premier checking #5717, Barclay's bank #0180 and the Cooperative bank) which are confirmed to petitioner.

Furniture and Furnishings: The Court has insufficient evidence of community personal property to issue any orders for its division. The parties are to attempt to agree to a division of furniture and furnishings. The court reserves jurisdiction over this issue in the event that the parties are not able to agree on a division.

2016 Acura MDX: If Respondent wishes to retain the vehicle she may do so, provided she pays all ongoing lease payments and insurance. She must hold Petitioner harmless from any additional costs incident to the lease. If Respondent does not want to vehicle, the Acura should be turned over the

dealership. The parties are to share equally in any penalties or fees for early termination of the lease. The court reserves jurisdiction on this issue should there be damage to the vehicle, excessive mileage, or any other problems that may be attributable to only one of the parties.

The Greyhounds: It was difficult to get a straight answer from the respondent as to whether or not she wanted these dogs confirmed to her. The court is not inclined to award support for the dogs. The dogs are first awarded to Ms. Adams. Should Ms. Adams wish to keep the dogs, she must notify petitioner or petitioner's counsel within 30 days of March 1, 2018. Mr. Billings must then cooperate in having the dogs registered in Ms. Adams name. She will then be solely responsible for the dogs continued care and maintenance. Should, within 30 days of March 1, 2018, Ms. Adams decide not to keep the dogs under these requirements, the dogs will be awarded to Mr. Billings. He will then arrange to pick-up the dogs within two weeks of Ms. Billings' decision. He then will be responsible for the dogs moving forward.

RSU Overpayment: The Court finds that, pursuant to Ms. Bertozzi's report, Ms. Adams received a greater share of RSU income than called for under the Nelson formula. From the November 2016 tranche she received \$31,433.30. She should have received \$23,763.57. From the February 2017 tranche she received \$20,521.89. She should have received \$11,713.27. Respondent owes Petitioner \$16,478.35 for said overpayment.

Petitioner failed to pay Respondent bonus income as ordered by the court. The parties agree this amount is \$11,544.66. This amount shall be

subtracted from the amount owed Petitioner, leaving a balance owed to Petitioner of \$4,933.69. The court has intentionally not determined interest owing as the time periods during which these amounts were owed is similar and no calculations of interest were provided.

The Court finds the payments made by Petitioner from August 2016 through February 1, 2017 on the mortgage, property taxes, homeowner's insurance, credit card payments and cash, other than the \$5,000 attorney's fees expense, to be voluntary spousal support and not reimbursable. To the extent that these amounts exceeded the support awarded by Commissioner Clay in April 2017, the court finds they were necessary and voluntarily made and accepted. No overpayment is awarded.

The court does order Respondent to reimburse Petitioner \$978 for the insurance overpayment and \$832 for the auto accident payment all payments which the court does not consider to be for respondent's support. Although respondent in her objections claims that she testified this was for a pre-separation auto accident, the only actual testimony the court could locate on the accident was from the petitioner who testified that it was post separation.⁹ As to the Chase Premier account #3956, the community funds in that account at date of separation were \$8,470.30, petitioner testified that he paid Ms. Adam's separate Crate & Barrel obligations in the amount of \$2,061.62 with said funds. The court does not view this payment as spousal support as the items purchased were of Ms. Adam's choosing and will remain with Ms. Adams. Ms.

⁹ See Transcript (November 6, 2017) pg. 55, lines 14 - 20

Adams is entitled to reimbursement from the Chase account in the amount of \$2173.53.


Each party is to pay one-half of all community credit card debt still in existence. Each party is responsible for those charges made to community accounts after the date of separation and still owing. Those amounts are to be paid out of escrow of the family residence and deducted from the proceeds of the person who incurred said charges. Any payments made by either party towards the separate debt of the other prior to the sale of the family home shall be reimbursed in the same manner.

Attorney's fees:

Respondent has requested an award of attorney's fees under Family Code Section 2030. Despite the award of spousal support and RSU income, petitioner's available assets for the payment of fees are significantly greater than the respondent's. Petitioner has already contributed \$5,000 towards respondent's fees. Balancing the equities under FC §2030, the court orders Mr. Billings to pay an additional \$35,000 towards Ms. Adams' attorney's fees and costs. Although respondent requested that petitioner pay no less than \$60,000 towards her fees, given the totality of the circumstances including the court's analysis under FC §4320 above, the complexity of the litigation, the community property received by the respondent and the extended support burden levied against the petitioner, the court is of the opinion that \$40,000 is an appropriate contribution to respondent's fees. This amount may be paid out of petitioner's share of the proceeds from the Snake Road property.

Exhibits may be returned to the custody of the offering party at the expiration of the appeal period. It is the parties' responsibility to make arrangements with the courtroom clerk to retrieve and remove exhibits. Should the submitting party not remove exhibits within 30 days after the expiration of the time for appeal, the court orders that the materials be destroyed by the clerk without further notice.

DATED: **JAN 25 2018**



Thomas J. Nixon
Judge of the Superior Court

DECLARATION OF MAILING

I certify that I am not a party to this cause and that on the date stated below I mailed (first class, postage pre-paid) a copy of this notice to the persons thereto, addressed as follows:

STACEY POOLE, ESQ.
Lerner-Poole LLP
535 Pacific Ave., 2nd Floor
San Francisco, CA 94133

AMANDA LIST, ESQ.
List Jacobson-Kwok Thorndal
520 – 3rd St., Ste 205
Oakland, CA 94607

Executed at Hayward, California on January 25, 2018.

I declare under penalty of perjury that the same is true and correct.
CHAD FINKE; EXECUTIVE OFFICER/CLERK

By: Pam Young, Deputy

EXHIBIT 53

ELECTRONICALLY FILED

Superior Court of California,
County of Alameda

08/23/2022 at 12:13:26 PM

By: Xian-xii Bowie,
Deputy Clerk

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SARRITA ANASTASIA ADAMS
[REDACTED]

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA**

SARRITA ANASTASIA ADAMS,
Plaintiff(s),

vs.

[REDACTED] AND DOES 1-10

Defendant(s).

Case No.: 22CV016710

COMPLAINT FOR:

- (1) BREACH OF CONTRACT
- (2) BREACH OF IMPLIED GOOD FAITH
- (3) UNJUST ENRICHMENT
- (4) QUANTUM MERUIT
- (5) PROMISSORY FRAUD

DATE: TBD
TIME: TBD
DEPT: TBD

Plaintiff, Sarrita Anastasia Adams, Ph.D (“Adams”) alleges as follows on information and belief:

THE PARTIES

1. Adams is, and at all material times mentioned herein was, an individual providing services as an independent contractor, in good standing in the State of California, with her principal place of business in County of Alameda, State of California.
2. Defendant, [REDACTED] is, and at all material times mentioned herein, was a resident of the County of Alameda, State of California.
3. Defendant, [REDACTED] is, and at all material times mentioned herein, was a resident of the County of Alameda, State of California.

1 4. Defendant, [REDACTED] was formed by [REDACTED], and at all material times
2 mentioned herein was, a limited liability company organized and existing under the laws of the State
3 of California.

4 5. Defendants [REDACTED] and Does 1—10, inclusive, will be referred to collectively as
5 "Defendants."

6 JURISDICTION AND VENUE

7
8 6. Venue is proper in the Superior Court of the State of California for the County of Alameda under
9 California Code of Civil Procedure §395 because Alameda County is the county where the contract at
10 issue was entered into and to be performed

11
12 OPERATIVE FACTS

13
14 7. Sarrita Adams, PhD ("Adams") is a trained molecular biologist who studied for her BA and Ph.D at
15 the University of Cambridge, UK.

16 8. Between September 2009 – June 2017, Adams carried out research into a rare life-limiting genetic
17 disorder called **Rett Syndrome ("RTT")**, at the UNIVERSITY OF CAMBRIDGE, UK and THE
18 MIND INSTITUTE, UNIVERSITY OF CALIFORNIA, DAVIS.

19 9. In or around June 2017, **Adams began working as a Scientific and Educational Consultant**
20 **providing educational and medical consulting services to individuals diagnosed with**
21 **neurodevelopmental disorders.** Adams additionally provided academic tutoring services to pre-
22 medical and graduate level students. Adams' client base consisted of parents and caregivers of
23 children and young people with neurodevelopmental disorders and adult students enrolled on
24 scientific courses at local Universities. **Adams' clients were fully responsible for making**
25 **payment to cover the services Adams' provided.**
26
27
28

- 1 **10. In the financial year 2021, Adams’ contracting services were billed at a variable rate which**
2 **ranged from \$110 per hour to \$200 per hour.** Adams advertised her services on several online
3 platforms including Wyzant.com (“Wyzant”)
4 11. On or about 15 March, 2021, the defendants retained Adams’ services through the tutoring platform
5 ‘Wyzant.com.’ At this time the defendants stated to Adams:
6
7 “Hi Sarrita, I’m looking to refresh my biochemistry so that I can read some research
8 reports. Looking for something pretty regular. Mostly online, but post covid would be
9 good to get some whiteboard time in person.” (“EXHIBIT A”)
10
11 12. Adams’s responded to the message and arranged to meet with defendant’s the following day. At the
12 time of retaining Adams’ services her advertised rate on the Wyzant platform was \$120 per hour.
13 13. In their first meeting Adams arranged with defendants to provide tutoring services in molecular
14 biology, genetics, and neurobiology. **It was agreed that for ten hours per week of tutoring**
15 **Adams would receive payment of \$1000.00 per week.**
16 14. By April 2021, Adams had learned from defendant that their daughter was diagnosed with Rett
17 Syndrome (“RTT”).
18 **15. Defendants asked Adams to provide scientific consultation services to them for the benefit of**
19 **identifying novel treatment solutions for their minor child.**
20 16. Adams agreed to provide such services, based upon Adams experience researching RTT, and given
21 her dual role acting as a medical consultant for children with neurodevelopmental disorders.
22
23 **DEFENDANTS MODIFY THE TERMS OF THE CONTRACT WITH PLAINTIFF TO**
24 **INCLUDE CONSULTING SERVICES FOR THE TREATMENT OF THEIR CHILD’S**
25 **RARE DISEASE, RETT SYNDROME**
26 17. Beginning, April 2021, the scope of services and the type of work Adams was to provide to
27 defendants changed radically. Defendants requested that Adams commit a significant amount of
28 time, energy and resources to meet defendant’s requests.

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- 18. **The oral contract the parties entered into was a fixed-price retroactive redetermination agreement with regard to payment for services rendered.**
- 19. **Adams would receive a fixed amount upfront and this fee would be renegotiated retroactively to cover any additional costs and compensate for additional hours, not covered by the flat fee.**
- 20. Fixed-price retroactive redetermination agreements are commonly used in research and development contracts as they permit estimation of fees at the simplified acquisition threshold or less when it is established at the outset that a fair and reasonable firm fixed price cannot be negotiated and that the amount involved and short performance period make the use of any other fixed-price contract type impracticable.
- 21. For all other purposes, **beginning April 2021, defendants entered into an implied contract (CCP § 1619).** The terms of Adams' contract were memorialized in a document signed by defendants setting forth the work to be completed (CCP § 1620), and describing such work as "Services" that plaintiff would provide to defendants ("EXHIBIT B").
- 22. The document setting forth the terms of the agreement was signed by defendants, and constitutes "a memorandum, or other writing sufficient to indicate that a contract has been made, signed by the party against whom enforcement is sought" (CCP § 1624 (3)(d)).
- 23. Plaintiff contends that in addition to an oral agreement where **there was 'sufficient evidence to indicate that a contract has been made' between the parties (CCP § 1624(b)(1)).**
- 24. On May 21st 2021, Defendants signed the aforementioned document defining the services Plaintiff was to provide to Defendants. The document memorializes the oral contract which was in existence from April 2021, as determined through monies received by Plaintiff ("EXHIBIT C").
- 25. In order to provide "Services" as set forth in the memorandum, plaintiff was required to terminate agreements with existing clients so she could focus all her efforts on the services requested by defendants. This was demonstrated through Adams not engaging in any business practice during this same time.
- 26. To reflect the increased work load, defendants increased the initial fixed payment Adams received to \$2000.00 per week.

- 1 27. Adams was repeatedly reassured by defendants that she would be properly compensated for
2 her services in addition to the \$2000.00 she was receiving regularly.
- 3 28. Throughout the period in which plaintiff completed the services she maintained a record of her
4 hours such that she could retroactively redetermine the amount defendants owed for her
5 services.
- 6 29. The hours Plaintiff performed always exceeded the fixed price paid by defendants (EXHIBIT
7 C).
- 8 30. In or around June 2021, Adams was informed by defendants that they would be able to pay any
9 additional fees owed after defendant's (██████) business, ██████████ had received additional
10 investment, enabling him to access shares/stock he held in the company.
- 11 31. Adams was informed this was to occur by September/October 2021.
- 12 32. In accordance with the fixed price retroactive redetermination agreement, defendants
13 informed Adams that she would be paid additional sums of money once she had completed
14 certain project milestones, such as obtaining medication approvals, getting in contact with
15 specialists, or improving ██████'s quality of life.
- 16 33. The enforcement of the implied contract was made by Defendants continued request for services and
17 Adams' ongoing attendance to defendant's child, liaising with medical professionals, and
18 researching and developing novel treatment solutions for the child's exclusive use and benefit.
- 19 34. Beginning May 2021, defendants began paying Adams \$3000.00 per week. ("Exhibit C")
20 Shortly thereafter, Adams requested defendant's provide Adams with a written contract setting out
21 the terms of their agreement. The defendants declined to enter into a written contract with Adams.

22
23 **DEFENDANT'S RECEIVE BENEFITS OF PLAINTIFF'S HIGHLY SKILLED AND SPECIALIZED**
24 **SCIENTIFIC SERVICES**

- 25 1. Defendant's daughter was diagnosed with a rare genetic condition, Rett Syndrome ("RTT").
26 Plaintiff is an expert in the field of Rett Syndrome, having carried out her PhD research on the
27 condition.
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- 2. Rett Syndrome is a severe irreversible genetic condition, with an incidence of 1/15,000. The condition has an onset of 6-12 months of age and the disease is characterized by a loss of acquired motor skills, such as walking/crawling, loss of speech, breathing abnormalities, loss of purposeful hand movements, failure to thrive, and seizures. There is currently no treatment to reverse or limit the symptoms of Rett Syndrome.
- 3. When defendants retained Plaintiff's services their daughter, [REDACTED] was 18 months old, and had recently been diagnosed with Rett Syndrome.
- 4. At the time Plaintiff began to render services, [REDACTED] exhibited total loss of interest in her surroundings, difficulty swallowing, loss of communication, and was showing a decline in motor skills.
- 5. Adams duties were described as follows: **"certain services medical and/or other services, advice, and prescriptions to or for the benefit of [REDACTED], including without limitation research and summarization, clinical advice, caregiving advice, drug and/or nutritional supplement dosing, occupational therapy and the like, care coordination, dispute resolution with payers, hospitals or other systems delivering services to [REDACTED], production of documentation and follow up related to internal review board processes, monitoring and reporting of experimental care strategies, and other caregiving activities for [REDACTED] (collectively, the "Services")."** ("EXHIBIT B")
- 6. Immediately upon beginning services for defendants, Plaintiff applied her scientific expertise to identify an original treatment solution which involved combining multiple vitamins and minerals, which she termed an "antioxidant cocktail."
- 7. **Within weeks of Plaintiff developing the antioxidant cocktail and providing it to [REDACTED] defendant's witnessed a remarkable regain of function in [REDACTED]** She began playing with toys, her gait improved, her energy was increased, and her swallowing improved.
- 8. None of [REDACTED]'s medical providers had prior experience of treating Rett Syndrome.
- 9. **Throughout the period April 2021 through to September 2021, Adams extensively consulted with [REDACTED]'s neurologist, pediatrician, and other specialists, where she acted as the primary source of expertise on Rett Syndrome.**

- 1 10. In May 2021, through an extensive literature review, Plaintiff identified a treatment indication that
2 could benefit defendant's child. The medication named Doljolvi (Ultragenyx) was available
3 commercially but was not indicated for Rett Syndrome.
- 4 **11. Defendants agreed that Plaintiff should do all she could to obtain medication approval for
5 Doljolvi, for their daughter.**
- 6 12. Adams spent in excess of 40 hours compiling ■■■'s medical reports, researching supporting scientific
7 studies, consulting with the health insurance prescribing guidelines, liaising with academics familiar
8 with Doljolvi, and corresponding with representatives from the pharmaceutical company, in order to
9 obtain approval for the medication.
- 10 **13. On or around the beginning of June 2021, the neurologist requested that ■■■'s health insurance
11 cover the cost of Doljolvi, this request was rejected by the health insurance company.**
- 12 14. The day after the rejection, Adams presented the scientific rationale for Doljolvi directly to the Health
13 Insurance Company. As a direct consequence of Plaintiff's phone consultation with the health
14 insurance company the request for Doljolvi was approved for a period of 12 months ("EXHIBIT D")
- 15 **15. Plaintiff was able to obtain Doljolvi for ■■■ under defendant's health insurance. Defendant's
16 represented that they would be prepared to pay for Doljolvi out of pocket if Plaintiff could not
17 obtain approval via the health insurance. The out-of-pocket cost for Doljolvi is ~\$138,000.00 per
18 year.**
- 19 16. As a direct and proximate consequence of Plaintiff liaising with the health insurance to obtain Doljolvi,
20 Defendant's were financially enriched as they would otherwise have been required to pay the full cost
21 of Doljolvi out of pocket (Unilogic, Inc. v. Burroughs Corp. (1992) 10 Cal.App.4th 612, 627-628).
- 22 17. Plaintiff contends that Defendant's subsequent failure to pay those sums in addition to the fixed amount
23 constitutes receipt of a benefit and unjust retention of the benefit at the expense of another. (Peterson
24 v. Cellco Partnership (2008) 164 Cal.App.4th 1583.)
- 25 18. During the latter part of June 2021, Plaintiff sought to obtain a second medication that she identified
26 as having a potential benefit for defendant's daughter. **The medication, EPI-743, was an
27 investigational drug and could only be obtained through the FDA's Compassionate Use
28 Program and liaison with the pharmaceutical company.**

- 1 19. Defendant's requested Plaintiff take all necessary action to obtain the medication for [REDACTED]
- 2 20. Plaintiff advised the Defendant's that special requirements had to be met in order to obtain access to
- 3 the investigational drug. [The continued usage of the Investigational drug required approval from an
- 4 institutional review board (IRB), to ensure that the drug was being administered under ethical
- 5 guidelines. Plaintiff was required to prepare the IRB protocol and submit it to an IRB company.]
- 6 21. In order to fulfill the FDA Compassionate use guidelines, Plaintiff prepared an Institutional Review
- 7 Board Proposal (IRB Proposal) as requested by the pharmaceutical company and required by the
- 8 FDA, in compliance with Title 21 Code of Federal Regulations Sections 50, 56, and 312.
- 9 ("EXHIBIT E")
- 10 22. Plaintiff submitted the IRB Proposal to two separate IRB companies in the Bay Area, both IRB
- 11 companies had concerns with the protocol that was set forth, owing to the investigational drug not
- 12 being intended for individuals with RTT.
- 13 23. The two IRB companies made recommendations for the IRB proposal to ensure that the federal
- 14 regulations were met with regard to the monitoring and oversight of the investigational drug.
- 15 24. **PLAINTIFF contends that at all times Defendants were in agreement with all action Plaintiff**
- 16 **took to obtain medication treatments for defendant's child.**
- 17 25. **At no point did Defendants express any dissatisfaction for Plaintiff's work.**
- 18 **THE DEFENDANT'S CREATED A HOSTILE WORK ENVIRONMENT AND ACTED IN BAD**
- 19 **FAITH BY MISAPPROPRIATING PLAINTIFF'S WORK PRODUCT**
- 20
- 21 26. Throughout the period that plaintiff provided services to Defendants, she was subject to constant
- 22 reversals by the Defendants with regard to scheduling, treatment approaches and usage of care
- 23 providers for [REDACTED]
- 24 27. Defendants demanded that Plaintiff provide extensive documentation to justify the efficacy of any
- 25 proposed treatment. Defendants were then able to veto Plaintiff's professional advice irrespective of
- 26 the potential benefit of the approach, and based upon their limited scientific understanding of RTT.
- 27 28. Defendants insisted that Plaintiff carry out extensive literature research to identify novel approaches
- 28 and then present those approaches to defendants.

- 1 29. **Plaintiff contends that Defendants now refuse to pay Plaintiff for all the work completed based**
2 **upon their decision to ignore Plaintiff's expert opinion, and due to their limited understanding**
3 **of the scientific complexity underpinning their daughter's condition.**
- 4 30. During the period April 2021- September 2021, Defendants were pleased with their daughter's
5 progress, and they repeatedly attributed their daughters improved health status to Plaintiff's
6 specialized skills and services. ("EXHIBIT F")
- 7 31. Plaintiff's was required to provide around the clock consulting services in which **she would begin**
8 **working with the family as early as 8 am, and continue advising them on [REDACTED]'s care**
9 **management as late as 11pm the same day.** Plaintiff performed this work 7 days a week.
- 10 32. **In addition to the work for defendant's child, plaintiff was required to provide tutoring**
11 **services to Defendant [REDACTED] which focused on molecular biology and genetics.**
- 12 33. Over time, defendant's attitude toward Plaintiff began to shift. This was especially the case after
13 Plaintiff had obtained medication approvals of which defendant's benefitted financially through not
14 paying out-of-pocket costs for medications, and the additional emotional and psychological cost of
15 experiencing their child's disease burden.
- 16 34. Plaintiff observed defendants routinely altering the delivery of supplements and medications to their
17 child, based on their own feelings, and against Plaintiff's expressed advice.
- 18 35. In June 2021, Plaintiff became aware that there were hidden cameras throughout the defendant's
19 house and that she was monitored during her time spent with the child. At no point did Plaintiff give
20 consent to be recorded by the defendant's while working with their child.
- 21 36. **By July 2021, Plaintiff had worked in excess of 900 hours over 3 months from April 2021, and**
22 **had received payment in the sum of \$39,000.00. ("EXHIBIT C")**
- 23 37. By July 2021, Adams' work had saved the defendant's the cost of \$23,000.00 alone by obtaining the
24 Doljovi under the health insurance plan.
- 25 38. At around this time, Plaintiff requested that the defendant's enter into a written contract with regard
26 the provision of her services.
- 27 39. **The Defendants refused to agree to enter into a written contract but demanded that plaintiff**
28 **continue to provide services.**

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40. **Towards the end of July 2021, defendants required that Plaintiff develop a hand development plan for their child, owing to her loss of hand control. Plaintiff worked with defendants to develop the plan, and obtained approval for the written plan.**

41. Plaintiff set forth the time course of which the initial phase of the hand development plan would be completed.

42. Defendants agreed to the conditions written in the plan.

43. In August 2021, Plaintiff began implementation of the hand development plan.

44. Soon after beginning implementation, defendants became hostile towards Plaintiff. Defendant's then replaced Plaintiff with an occupational therapist and stated that she would carry out the plan created and designed by Plaintiff.

45. Plaintiff refused to permit this to occur, stating that they had an agreement for Plaintiff to implement the plan and that she had spent in excess of 100 hours researching and preparing the hand development plan.

DEFENDANT'S UNJUSTLY ENRICHED THEMSELVES THROUGH ABUSE OF ADAMS' SERVICES

46. Between August 2021 to September 2021, Adams set forth to the defendants the recommendations that were required by the IRB companies to receive IRB approval in order to comply with the FDA's the Compassionate Use Medication Guidelines.

47. The Defendant's rejected the restrictions of the IRB organizations, and sought to have Plaintiff submit an IRB proposal, containing the required changes, under the basis that she would not actually be adhering to the protocol. Plaintiff considered such an action an extreme ethical breach and attempted to set forth what would be necessary to meet approval.

48. At this stage, the defendant's began to make requests of Plaintiff to overlook other elements of [REDACTED]'s medical care, and sought to exclude Plaintiff from obtaining necessary insight into [REDACTED]'s condition. In particular, defendants sought to hide test reports and information necessary for Plaintiff to effectively record and monitor [REDACTED]'s treatments.

- 1 **49. In September 2021, at the request of the defendants, Plaintiff provided them a copy of the IRB**
2 **proposal in draft form.**
- 3 50. Once Defendants obtained a copy of the IRB proposal they informed Plaintiff that they would submit
4 the IRB protocol with her name attached and seek to have it approved without her consent.
- 5 51. In September 2021, Plaintiff sought to clarify some of the issues she had with defendant's conduct
6 and wrote up a document setting forth the issues she experienced due to defendant's bad faith actions
7 conduct
- 8 **52. On or about 21st September 2021, Adams discovered that the defendants had plagiarized her**
9 **work product, submitting it to the IRB company without her consent or approvals, while she**
10 **was still the named investigator on the document.**
- 11 53. On October 4th Adams instructed defendants to rescind usage of her work product. Though the
12 defendants refused.
- 13 54. On October 2021, Adams provided Defendant's with documentation requesting payment for services
14 rendered, and citing that they breached the oral contract with regard their misappropriation of Adams
15 work product ("EXHIBIT F")
- 16 55. In this correspondence, Adams set forth her hours of work and the amount she received to date.
17 Adams had received \$66,000.00 by October 2021, to cover the period April – October 2021.
- 18 **56. From April to October 2021 the defendants paid Adams \$66,000.00 for a total of 1533 hours of**
19 **work, the amount paid is equivalent to a rate of \$43.05 per hour.**
- 20 57. On October 4th 2021, Adams requested defendant's pay the amount of \$106,500.00 in unpaid fees for
21 her services on October 4th 2021.
- 22 **58. Plaintiff calculated this amount by calculating a Standard Hourly Rate , by taking an average**
23 **of the amount paid by Adams' clients prior to her working solely for defendants. Based upon**
24 **this calculation, Plaintiff's Standard Hourly Rate of \$112.52 per at 1533 hours is an amount**
25 **owed \$172,500.00.**
- 26 59. Plaintiff made a request for defendants to pay the standard hourly rate despite that the work she
27 undertook for defendants exceeded the general skill and expertise that is required for her general
28 client base.

- 1 60. Since this time, the Defendants have made not effort to make payment for the services received.
- 2 61. On 10 August 2022, a current client of Adams, [REDACTED], attended defendant's home
- 3 to obtain supplied Adams had provided for use by their child.
- 4 62. Defendant's had previously refused all efforts by Adams to return these items.
- 5 63. While in attendance [REDACTED] informed the defendants that they had paid Adams a rate that
- 6 was comparable to a nanny, despite the fact that she had carried out unique and distinct work which
- 7 was highly specialized.
- 8 64. In her declaration, [REDACTED] provides that defendants were dismissive of the amount they had
- 9 paid to Adams, and restated their refusal to pay Adams for the services they received from April
- 10 2021 to September 2021.
- 11 65. To date, defendants have made no effort to negotiate a suitable amount to compensate Plaintiff for
- 12 the services defendant's received.
- 13 66. Plaintiff contends that her original offer for defendants to pay a rate of \$112.52 per hour was a good
- 14 faith effort to negotiate a settlement and prevent the need for further action. Plaintiff asserts that
- 15 based upon her unique skills, the range of services she provided and defendant's continued usage of
- 16 her work product without her consent that her fee should be reassessed in accordance with the
- 17 reasonable value of the services defendants received.
- 18 67. Plaintiff asserts that a rate in the range of \$200 - \$300 per hour is a reasonable range for the hourly
- 19 rate of the services she provided. Plaintiff seeks payment for the services rendered to defendants at a
- 20 minimum rate of \$200 hour, for an amount of a rate she worked
- 21

22 **FIRST CAUSE OF ACTION**

23 **Breach of Contract (Against All Defendants)**

- 24 68. Plaintiff re-alleges and incorporates by reference into this cause of action all allegations set forth in
- 25 this Complaint as though fully set forth herein.
- 26 69. At all times relevant, Plaintiff adhered to the terms of the oral contract and provided the services
- 27 requested by defendant
- 28

- 1 70. Defendants have a contractual duty to pay plaintiff the assessed value of her services based upon the
2 rate upon which she conducted her usual business or based upon the reasonable value of those
3 services,.
- 4 71. **To date, Plaintiff has worked a total of 1533 hours and defendants have paid to plaintiff the**
5 **sum of \$66,000. This amounts to a hourly rate of \$43.05 per hour.**
- 6 72. **Throughout the periods April -October 2021, Defendants repeatedly informed plaintiff that**
7 **they would pay her for the value of her services, as per a fixed amount retroactive**
8 **redetermination agreement.** Defendants breached this agreement when they failed to make those
9 retroactive payments for the hours Plaintiff worked.
- 10 73. Defendants have stated that they are not required to pay any additional amount to Plaintiff despite
11 being fully cognizant that they paid Plaintiff a rate of \$43.05 per hour, to provide unique, novel and
12 life enhancing services to their seriously ill child. This rate is far below the valise of the services
13 received.
- 14 74. Defendants never reported dissatisfaction with Plaintiff's performance, nor have they claimed
15 Plaintiff failed to perform as per the contract. Defendant's merely do not wish to adhere to the terms
16 on their agreement with Plaintiff and not at her for the time required to provide services to
17 defendants child,.
- 18 75. In denying Plaintiff's claim for payment for the services rendered, Defendants breached the terms of
19 the contract with Plaintiff.
- 20 76. As a result of that breach, Plaintiff has been damaged as she has experienced a massive decrease in
21 income, concomitant debts, and due to the 6 month period she spent exclusively with defendants she
22 was was unavailable to take new clients, which further limited her business prospects
- 23 77. At no time did defendants express dissatisfaction with the services provided, but instead induced
24 plaintiff to complete additional work and then misappropriated it for their own benefit.
- 25 78. Plaintiff requests that the Defendants pay the reasonable value of the services they requested,
26 received, and benefitted from. Plaintiff asserts that this amount should be determined at time of trial,
27 but not less than \$240,600.00, plus interest. This amount is calculated at Plaintiff's recorder 1533
28 hours at a rate of \$200 per hour, less the payment of \$66,000.00 defendants have already made.

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79. Plaintiff asserts that she incurred financial losses through the breach of contract and she is entitled to compensatory damages with interest thereon.

SECOND CAUSE OF ACTION

Breach of Covenant of Good Faith and Fair Dealing (Against All Defendants)

80. Plaintiff re-alleges and incorporates by reference into this cause of action all allegations set forth in this Complaint as though fully set forth herein.

81. When Defendants contracted Plaintiff's Services, they undertook and were bound to the covenants implied by law that they would deal fairly and in good faith with Plaintiff, and not to engage in any acts, conduct, or omissions that would impair or diminish the rights and benefits due to Plaintiff, according to the terms of the Policy.

82. Upon information and belief, Defendants breached the implied covenant of good faith and fair dealing arising out of the contract, unreasonably and in bad faith, denying Plaintiff money owed for services rendered, misappropriating her work product, maligning her to other parties and generally interfering with her ability to benefit from her unique professional skills.

83. In committing the above-referenced breach, Defendants intended to and did vex, damage, annoy, and injure Plaintiff. Said conduct was intentional, willful, and with conscious disregard of Plaintiff's rights, and was malicious, oppressive and/or fraudulent under California Civil Code § 3294, thereby entitling Plaintiff to punitive and exemplary damages against the Defendants.

84. As a direct and proximate result of the above-referenced breach, Plaintiff has experienced significant harm to her business practice, and hardship in reestablishing her business owing to defendants refusal to act with good faith and pay plaintiff for the services she rendered.

85. Plaintiff has been damaged and harmed due to defendants bad faith acts and seeks punitive damages, to be determined at trial.

THIRD CAUSE OF ACTION

Unjust Enrichment (Against all defendants)

- 1 86. Plaintiff re-alleges and incorporates by reference into this cause of action all allegations set forth in
2 this Complaint as though fully set forth herein.
- 3 87. Defendants unjustly enriched themselves through the misappropriation of Plaintiff's work products.
4 In which they used Plaintiff's qualifications to financially enrich themselves, without her consent,
5 and where she was not compensated.
- 6 88. Plaintiff does not need to prove any contractual obligations between the parties to state a cause of
7 action for unjust enrichment. Unjust enrichment is a common law obligation implied by law based
8 on the equities of a particular case and not on any contractual obligation. (Federal Deposit Ins. Corp.
9 v. Dintino (2008) 167 Cal.App.4th 333.)
- 10 89. However, to plead unjust enrichment as a cause of action Plaintiff must demonstrate that she has a
11 quasi-contract claim by alleging that defendants deceitfully took Plaintiff's goods, services, and
12 without compensating her for the value of her work product. The elements for a claim of unjust
13 enrichment are "receipt of a benefit and unjust retention of the benefit at the expense of another." (
14 Lectrodryer v. SeoulBank (2000) 77 Cal.App.4th 723, 726, 91 Cal.Rptr.2d 881.) "The theory of
15 unjust enrichment requires one who acquires a benefit which may not justly be retained, to return
16 either the thing or its equivalent to the aggrieved party so as not to be unjustly enriched." (Otworth v.
17 Southern Pac. Transportation Co. (1985) 166 Cal.App.3d 452, 460, 212 Cal.Rptr. 743.)
- 18 90. By their wrongful acts and omissions, Defendants, and each of them, were unjustly enriched at the
19 expense of and to the detriment of Plaintiff when they obtained the benefits of Plaintiff's services,
20 and requested she provide said services, while refusing to pay to Plaintiff the amount owed to her
21 based upon the hours she worked.
- 22 91. Defendants were unjustly enriched through the refusal to pay Plaintiff any amount greater than
23 \$66,000, for the total of 1533 hours of work, which is a rate of \$43.00 per hour
- 24 92. It is an illegal, deceptive, unfair, and/or fraudulent practice to induce Plaintiff or any other businesses
25 to provide defendants with services which they intend to misappropriate such that they do not need
26 to pay the full cost of the services.
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- 1 93. Defendants were aware that they would continue to benefit from Plaintiff's work after October 2021,
2 which was the last date that defendants paid any money to Plaintiff, so they set out to delay the
3 negotiation of a written contract until Plaintiff had performed sufficient services such that
4 Defendants could materially benefit at Plaintiff's expense.
- 5 94. Both the insurance approval for Doljovi and the IRB approval for the investigational drug covered a
6 period of 12 months, thus defendants continued to obtain the benefits of Plaintiff long after they
7 ceased to make payment.
- 8 95. The out of pocket cost for Doljovi was ~\$138,000.00 per year. By obtaining approval for this
9 medication Plaintiff transferred the benefit of her scientific skill and expertise to Defendants.
10 Defendants received the benefit of these skills and declined to pay for Plaintiff's expertise.
- 11 96. Moreover, Plaintiff, prior to contracting with defendants, was a research expert in the field of RTT,
12 she had studied the condition for close to a decade, and obtained an advanced degree from the
13 University of Cambridge in the condition defendant's daughter was diagnosed.
- 14 97. The cost to Plaintiff to secure approval for the medications obtained for defendant's daughter
15 exceeded the sum of \$66,000.00. The medical doctor failed to obtain approval of the medication
16 without Plaintiff's expertise. Had Plaintiff not obtained the approval for Defendant's they would
17 have been required to pay the amount of \$138,000 per year, out of pocket.
- 18 98. Defendant's paid as little as \$600.00 per year for the Doljovi prescription.
- 19 99. Defendant's essentially treated Plaintiff like a nanny, paying her a rate far below the costs for her
20 specialist skills, knowledge and expertise. Defendant's were acting through deceit to misappropriate
21 her complex scientific work, and deny her adequate compensation for 1533 hours of work.
- 22 100. As a direct and proximate result of Defendants' conduct, Plaintiff has been damaged and is
23 entitled to restitution in an amount to be determined at trial.
- 24 101. Plaintiff has no adequate remedy at law.

25 **FOURTH CAUSE OF ACTION**

26 **Quantum Meruit (Against all defendants)**

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1 102. Plaintiff re-alleges and incorporates by reference into this cause of action all allegations set
2 forth in this Complaint as though fully set forth herein. Plaintiff argues that Defendant requested the
3 Services, as given in the signed document ("EXHIBIT B") that plaintiff provided those services, and
4 that defendants benefitted from the services.

5 103. Plaintiff additionally alleges that Defendants benefitted from the provision of Plaintiff's
6 services, through the improved health of their child. RTT is a seriously debilitating syndrome.
7 Plaintiff's work was solely responsible for reversing the disease trajectory of defendant's child.
8 During the time Plaintiff provided her services defendant's child maintained and advanced her ability
9 to walk, regained some usage of her hands, showed normalized blood test results, and normal barium
10 swallow test.

11 104. Plaintiff alleges that defendants have only paid a small amount towards the services,
12 amounting to 1533 hours, she provided to them over the 6 month period. Plaintiff seeks to apply the
13 principles of quantum Meruit to recover the fair amount for the services rendered, as "where one
14 person renders services at the request of another and the latter obtains benefits from the services, the
15 law ordinarily implies a promise to pay for the services." (Palmer v. Gregg (1967) 65 Cal.2d 657,
16 660 [56 Cal.Rptr. 97, 422 P.2d 985])

17 105. Plaintiff argues that the cost of her services could no way be covered at the rate Defendant
18 paid to date, which is \$43.00 per hour. Plaintiff has specialized skills, an advanced degree and a
19 decade of experience researching the condition defendant's child suffered. Defendants appear to
20 believe the cost of this specialized skill set should be no greater than the cost of a nanny.

21 106. Defendants paid less qualified practitioners an amount of \$150 - \$500.00 per hour, while
22 paying to Plaintiff a rate of \$43.00 per hour. "The measure of recovery in quantum meruit is the
23 reasonable value of the services rendered, provided they were of direct benefit to the defendant."
24 (Hedging Concepts, Inc. v. First Alliance Mortgage Co. (1996) 41 Cal.App.4th 1410, 1419 [49
25 Cal.Rptr.2d 191])

26 107. Plaintiff argues that the cost of her services are valued in the range \$200.00 to \$300.00 per
27 hour, at that Defendants should be required to pay an amount comparable to this sum for the 1533
28 hours that Plaintiff worked.

1 108. Defendants have not disagreed with the hours plaintiff reported, their only explanation for
2 failing to pay Plaintiff for the reasonable value of her work is that they do not wish to pay her that
3 amount of money.

4 109. Defendants were consistently happy with Plaintiff's performance, and repeatedly expressed
5 that they directly benefited from Plaintiff's services. Defendant's refusal to pay the reasonable
6 amount for the services rendered and received is not due to a defect with Plaintiff's performance, a
7 dispute as to the quality of work, nor a disagreement with the hours Plaintiff. It is simply the case
8 that Defendant's do not wish to pay Plaintiff the reasonable value of her services.

9 110. Plaintiff requests that the Defendants pay the reasonable value of the services they requested,
10 received, and benefitted from. Plaintiff asserts that this amount should be determined at time of trial,
11 but not less than \$240,600.00, plus interest. This amount is calculated at Plaintiff's recorder 1533
12 hours at a rate of \$200 per hour, less the payment of \$66,000.00 defendants have already made.

13

14

FIFTH CAUSE OF ACTION

15

Promissory Fraud (Against all defendants)

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17 111. Plaintiff re-alleges and incorporates by reference into this cause of action all allegations set
18 forth in this Complaint as though fully set forth herein.

19 112. Defendants falsely represented to Plaintiff that she would be properly compensated for the
20 work she completed in the provision of the services they request. At the time defendants made these
21 false representations Plaintiff was ignorant of the true facts and believed the representations to be
22 true. Plaintiff in fact relied on the representations by continuing to render services, compiling
23 documentations for the IRB, liaising with medical professionals, preparing developmental plans and
24 restricting her services to the sole benefit of defendants.

25 113. Plaintiff's reliance was reasonable in that the false representations were made to her orally
26 by Defendants who expressed gratitude and relief that Plaintiff was providing her Services for their
27 sole benefit.

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114. If Plaintiff had known the true facts she would not have acted as she did and specifically, would not have provided defendants with her unique work products, nor would she have committed to working 1533 hours for defendants. Plaintiff was paid a rate of \$43.00 per hour, which is far below her typical hourly rate. Plaintiff took up the work for defendants under the expressed claim by defendants that they would pay her for her time at a rate commensurate with her skills and qualifications.

115. Through defendants deceit and fraud, Plaintiff was tricked into working 1533 hours in six months for an amount of \$66,000.00. Based on the services Plaintiff provided being valued at \$200 - \$300 per hour, had defendants paid the reasonable amount due they would have received no more than 220 -330 hours Plaintiff's contracted time.

116. As proof of the defendant's fraudulent intent, in May 2021, Plaintiff worked a total of 314 hours, and received the before tax amount of \$9000.00 for the entire 314 hours she worked. This calculated to a rate of \$28.66 per hour. Defendants were paying Plaintiff a rate that was 10% of the reasonable value of her services.

117. Plaintiff only continued to work for defendants for this small amount on the basis that they would eventually compensate her for the work she had completed. Further, Defendants took advantage of Plaintiff's disability of autism spectrum disorder, and her overly trusting disposition towards Defendants.

118. Defendants authorized, directed, and/or participated in there allegedly tortious conduct alleged herein, and as such, are personally liable for the tort of promissory fraud. (See, Frances T. v. Village Green Owners Assn. (1986) 42 Ca1.3d 490; PMC, Inc. v. Kadisha (2000) 78 Cal.App.4th 1368, 1380-1382.)

119. As a direct and proximate result of the fraud engaged in by Defendants, Plaintiff has been damaged in an amount to be determined at time of trial, but not less than \$100,000.00, plus interest.

PRAYER FOR RELIEF

THEREFORE, plaintiff prays for judgment against defendants as follows:

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1. **On the First, Second and Fifth Causes of Action:**

- a. An award of all damages available in law and according to proof at trial; and
- b. for punitive and exemplary damages.

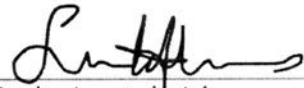
2. **On the Third and the Fourth Causes of Action:**

- a. Restitution for an amount equivalent to the reasonable value of Plaintiff's Services

3. **On All Causes of Action:**

- a. For interest to the extent allowed by law;
- b. For reasonable attorney's fees in the amount allowed by law
- c. For such other and further relief as the Court deems just and proper.

DATED: August 16, 2022



Sarrita Anastasia Adams
In Pro Per



Show Details ▾

Schedule Lesson Leave conversation

March 15, 2021

Hi Sarrita, I'm looking to refresh my biochemistry so that I can read some research reports. Looking for something pretty regular. Mostly online, but post covid would be good to get some whiteboard time in person.

Mar 15, 8:37 PM

Hi
I can help with your Biochemistry work, where are you located?
Sarrita



Mar 15, 9:40 PM

Hi Sarrita, I'm in Can start online if you are up for that. Are you free tomorrow after 2p or Wednesday AM?

Mar 15, 9:43 PM

Tomorrow I have time in the evening... it will be about 8pm though. Wednesday would usually work but I have an appointment in the morning.
If not tomorrow or Wednesday, would Thursday work?



Mar 15, 9:48 PM

You can text me on if that is easier.



Mar 15, 9:49 PM

Can we try 8p tomorrow? Would be nice to do an hour online and see if its a good fit. That work? Will text you now so you have my #

Mar 15, 9:51 PM



EXHIBIT A

Press enter to send 2 of 21 SEND

ACKNOWLEDGMENT AND RELEASE

The undersigned, on behalf of themselves and their minor child [REDACTED] and, together with the undersigned, collectively, the “**Releasing Parties**”), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, do hereby agree that:

(a) the undersigned have requested that Sarrita Adams, PhD (the “**Released Party**”) provide certain services medical and/or other services, advice, and prescriptions to or for the benefit of [REDACTED] including without limitation research and summarization, clinical advice, caregiving advice, drug and/or nutritional supplement dosing, occupational therapy and the like, care coordination, dispute resolution with payers, hospitals or other systems delivering services to [REDACTED] production of documentation and follow up related to internal review board processes, monitoring and reporting of experimental care strategies, and other caregiving activities for [REDACTED] (collectively, the “**Services**”);

(b) the undersigned understand that (i) there is no guarantee that the Services will have the desired results, (ii) some or all of the Services may be novel, untested or experimental in nature, and (iii) certain of the Services may entail; significant risks to [REDACTED] ((i), (ii) and (iii), collectively, the “**Limitations and Risks**”) and;

(c) The undersigned, being fully informed of the Limitations and Risks and having obtained competent professional advice regarding the same, have, after careful consideration, determined to obtain the Services from the Released Party and hereby consent to the Released Party providing such Services to [REDACTED] as such Released Party shall in good faith deem appropriate; and

(d) the Releasing Parties will not seek to hold the Released Party liable for, *and do hereby release, acquit and discharge the Released Party from, any claims, demands, actions, causes of action, judgments or losses to the extent arising out of the Services (except to the extent the same arise as a result of the gross negligence or willful misconduct of the Released Party).*

Date: 05 / 19 / 2021

BY:

[REDACTED]

[REDACTED]

Datetime	Type	Status	Note	From	To	Amount (total)
2021-03-20 20:3	Payment	Complete	Week 1 of our jo		Sarrita Adams	1000
2021-03-28 23:5	Payment	Complete	Thank you! Weel		Sarrita Adams	1000
2021-04-04 22:1	Payment	Complete	Week 3 of our jo		Sarrita Adams	2000
2021-04-13 5:46	Payment	Complete	Week 4 of journe		Sarrita Adams	2000
2021-04-20 3:06	Payment	Complete	Week 5 of Journ		Sarrita Adams	2000
2021-04-28 22:2	Payment	Complete	4/18-4/24		Sarrita Adams	2000
2021-05-02 21:1	Payment	Complete	4/25-5/1		Sarrita Adams	2000
2021-05-08 17:5	Payment	Complete	5/2-5/8. Thanks f		Sarrita Adams	2000
2021-05-18 4:07	Payment	Complete	5/9-5/15		Sarrita Adams	2000
2021-06-02 5:09	Payment	Complete	5/23-5/29		Sarrita Adams	2000
2021-06-08 1:55	Payment	Complete	5/31-6/6		Sarrita Adams	2000
2021-06-11 6:16	Payment	Complete	Update for last w		Sarrita Adams	1000
2021-06-16 5:09	Payment	Complete	6/6-6/12		Sarrita Adams	3000
2021-06-30 19:5	Payment	Complete	6/20-6/26		Sarrita Adams	3000
2021-07-22 21:4	Payment	Complete	7/11-7/18		Sarrita Adams	3000
2021-07-30 17:2	Payment	Complete	7/18-7/25		Sarrita Adams	3000
2021-08-06 22:5	Payment	Complete	7/25-8/1		Sarrita Adams	3000
2021-08-14 4:03	Payment	Complete	8/1-8/8		Sarrita Adams	3000
2021-08-21 20:2	Payment	Complete	8/8-8/15		Sarrita Adams	3000
						42000

Project Name: RETT SYNDROME - RARE DISEASE CONSULTING
 Client: [REDACTED]
 Document: Total Hours and Earnings
 Date: 5 April 2021 - 26 September 2021

Project Overview

Throughout April to June I was attending [REDACTED] directly at home, in addition I was carrying out an extensive literature review, coordinating with care providers, meeting with specialists/pharmaceutical companies, identifying possible therapeutic indications, determining reliability of approach from the literature, and compiling documentation for effective disease management, and hand over. **The average paid rate for this time period was \$35.06 per hour. During this time the average paid rate for all other clients was \$138.22 per hour. The Standard Flat Rate for a typical client was \$100 per hour.**

From July to September I was researching appropriate steps to complete IRB proposals, compliance with federal regulations, compiling documentation for IRB for cell based research and FDA, arranging references, researching appropriate measures as effective controls/standards in IRB proposal, identifying approaches for hand development, coordinating with specialists in the field of hand rehabilitation, creating a treatment paradigm for hand interventions, preparing for grant applications, identifying measures to ascertain patient vitals, observations and standards. This time represents the greatest waste of resources, as some 120+ hours was spent carrying out literature research, coordination with experts in the field to develop the hand treatment plan. Parents abandoned adherence to the plan after one week. **The average paid rate for this period was \$54.08 per hour. During this time the average paid rate for all other clients was \$142.32 per hour. The Standard Flat Rate for a typical client was \$120 per hour.**

Table 1. Total hours worked for [REDACTED] Rare Disease Consulting

Month	Hours Total	Earned Total	Paid Total	Differential	Hourly Rate	Calculated Hourly Rate
April	259	\$25,900.00	\$8,000.00	\$17,900.00	\$100.00	\$30.89
May	314	\$31,400.00	\$9,000.00	\$22,400.00	\$100.00	\$28.66
June**	274	\$32,880.00	\$12,500.00	\$20,380.00	\$120.00	\$45.62
July	246	\$29,520.00	\$12,500.00	\$17,020.00	\$120.00	\$50.81
August	268	\$32,160.00	\$13,500.00	\$18,660.00	\$120.00	\$50.37
September	172	\$20,640.00	\$10,500.00	\$10,140.00	\$120.00	\$61.05
Totals	1533	\$172,500.00	\$66,000.00	\$106,500.00	\$112.52	\$43.05

**Standard yearly rate increase

Project Name: RETT SYNDROME - RARE DISEASE CONSULTING

Client: [REDACTED]

Document: Total Hours and Earnings

Date: 5 April 2021 - 26 September 2021

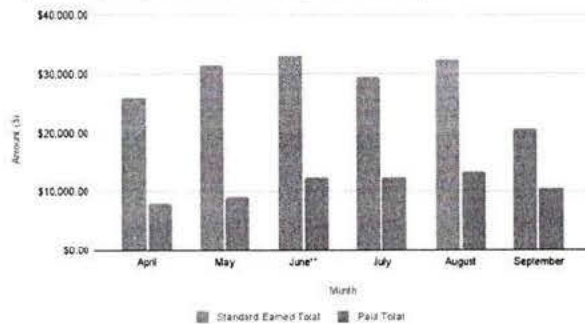
Summary

- To date, client has paid \$66,000.00 for a total of 1533 hours of work, the amount paid is equivalent to a rate of \$43.05 per hour (Graph 1. & 2.).
- The actual earned value of work by Consultant based on the Standard Hourly Rate of \$112.52 per hour (assumes yearly increase) is \$172,500.000.
- The differential between earnings based on Consultant's earned rate and Client's paid rate is: \$106,500.00 .

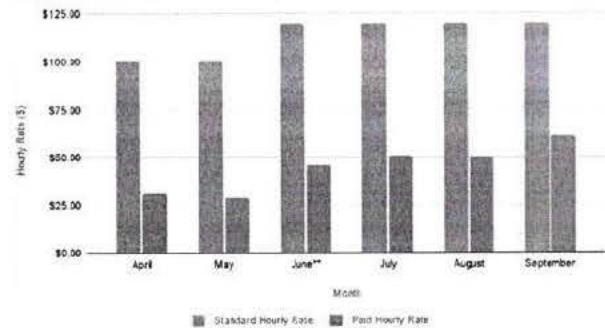
Table 2. Summary of Standard Earnings and Paid Earnings

Summary	
Client Paid Total	\$66,000.00
Earned Total	\$172,500.00
Differential Total	\$106,500.00
Calculated Hourly Rate	\$43.05
Standard Hourly Rate	\$112.52
(Includes yearly increase)	
Hours Total	1533

Graph 1. Monthly earnings based on Standard Hourly Rate vs. Paid Hourly Rate



Graph 2. Standard Hourly Rate vs. Paid Hourly Rate





Hours of Operations: 5 a.m. - 10 p.m. PT, Monday-Friday
6 a.m. - 3 p.m. PT, Saturday
Address: P.O. Box 25183
Santa Ana, CA 92799

Date: 06/04/2021

To: [Redacted]
Phone: [Redacted]
Fax: [Redacted]
Reference #: [Redacted]
RE: Prior Authorization Request

From: OptumRx
Phone: 1-800-711-4555

Patient Name: [Redacted]

Patient DOB: [Redacted]

Patient ID: [Redacted]

Status of Request: Cancelled

Medication Name: Dojolvi Liq 100%

GPI/NDC: [Redacted]

Decision Notes:

This medication or product was previously approved on [Redacted] from 2021-06-04 to 2022-06-04. You will be able to fill a prescription for this medication at your pharmacy. If your pharmacy has questions regarding the processing of your prescription, please have them call the OptumRx pharmacy help desk at (800) 788-7871.

If the treating physician would like to discuss this coverage decision with the physician or health care professional reviewer, please call OptumRx Prior Authorization department at 1-800-711-4555.

This document and others if attached contain information from OptumRx that is proprietary, confidential and/or may contain protected health information (PHI). We are required to safeguard PHI by applicable law. The information in this document is for the sole use of the person(s) or company named above. Proper consent to disclose PHI between these parties has been obtained. If you received this document by mistake, please know that sharing, copying, distributing or using information in this document is against the law. If you are not the intended recipient, please notify the sender immediately and return the document(s) by mail to OptumRx Privacy Office, 17900 Von Karman, M/S CA016-0203, Irvine, CA 92614.

Compassionate use request

Klein, Matthew <matthew.klein@ptcbio.com>
To: PTC ACTS <ptcacts@ptcbio.com>
Cc: Sarrita Adams [REDACTED]

Fri, 30 Apr 2021, 04:07

Dear Ali,
I received a request for compassionate use from Dr. Adam's (copied) for vatiquinone to treat a child with Rett syndrome. I wanted to connect Dr. Adam's with you so that you can provide more information on the request process.
Thanks,
Matt

THIS ELECTRONIC MAIL MESSAGE AND ANY ATTACHMENTS ARE CONFIDENTIAL AND MAY CONTAIN PRIVILEGED INFORMATION INTENDED ONLY FOR USE OF THE INDIVIDUAL(S) NAMED ABOVE.
If you are not an intended recipient, you are hereby notified that any dissemination, distribution, use, disclosure, printing or copying of this communication is strictly prohibited.
If you have received this communication in error, please reply to the sender, or ithelp@ptcbio.com, to notify us of the error and delete the original message and any attachments.
The views or opinions presented in this message are solely those of the author and do not necessarily represent those of PTC Therapeutics. Thank you.

Compassionate use request

Sarrita Adams [REDACTED]
To: Jones, Alison <ajones@ptcbio.com>
Cc: [REDACTED], MD [REDACTED]

Mon, 17 May 2021, 10:22

Hi Alison,

My apologies for the delay, I have been working with [REDACTED] pediatrician (copied here), Dr. [REDACTED] [REDACTED], as she required greater information about the IND process and EPI-74.

My details are as follows:

Sarrita Adams
[REDACTED]
CA [REDACTED]

Research Scientist/Scientific Consultant
PhD

As a note, I am not affiliated with any institution, I independently consult for families who have medical conditions and liaise with their health care team to find effective medical treatment.

Since I will be liaising closely with the pediatrician it may be best for you to include her details also:

[REDACTED]
CA [REDACTED]
General Pediatrics
MD

We are eager to submit the IND as soon as possible so please do let me know if you require any additional information.

In addition, do you have access to the research data on EPI-743, in Rett Syndrome? I would like to include this report in the IRB.

Kind regards,

Sarrita
[Quoted text hidden]

Monday 4th October 2021

Dear [REDACTED]

I have met with a couple of attorneys with regard to your claims to my intellectual property and your actions with regard to appropriate payment for the work I undertook for the benefit of your young daughter who has Rett Syndrome.

I wanted to clarify what steps I will be taking in order to rectify the actions of you and [REDACTED] in the misappropriation of my work, and the breach of our oral contract. I have an assortment of documents that set forth clearly that you contracted my services in order to i) learn basic biology, and ii) in order for me to identify and implement specific treatment approaches as they relate to your daughter's diagnosis of Rett Syndrome. When you contracted my services you were aware that I was already providing similar services to other individuals as part of my business practice. In order to fulfil the requirements of developing a treatment approach I undertook a variety of different responsibilities which are outlined in separate documentation. Given your limited understanding of biological sciences, and Rett Syndrome, you were not able to make scientific or research decisions, nor did you guide any of my actions with regard to the development of the resultant treatment plan. At no point did you state that the treatment plan that I created would be taken and implemented by other individuals.

Throughout the course of my work I was required to spend hours explaining simple scientific concepts to both you and [REDACTED] which caused significant delay and disruption. In addition, there was a continual theme in which despite that you and [REDACTED] have minimal understanding of human biology, not least a rare disease like Rett Syndrome, you both repeatedly hindered my efforts by making generalized requests for treatment plans, proposals, and documents to assist in your daughter's treatment which you then rejected but now wish to claim as your own work product. It is now apparent that you did not intend for me to carry out these plans, instead you sought to deceive me into producing substantial work, such that you could misappropriate my work product, and represent it as your own, while terminating my involvement in such a plan.

You have personally expressed long term goals to profit financially from the work I have completed and you are under the belief that you obtain the copyright to work produced by an independent contractor. In addition, despite hiring me at a rate in excess of \$100 per hour you have failed to pay

any where near that rate and to date you have paid the sum of \$66,000 for over 1500 hours of work performed by a former Rett Syndrome Researcher, who holds degrees from the University of Cambridge. I previously calculated that I have performed in excess of \$170,000 worth of labor.

I consider that the intentions of you and [REDACTED] were never genuine. On compilation of the documents from the past six months, it appears that you both engaged in a process in which you attacked my work, refused to allow me to effectively implement my work, and then claimed my work product as your property and I have no stake in my work product. As an independent contractor, who was already doing business in the field of treatment planning for individuals with developmental disorders it is absurd to suggest that you and [REDACTED] have any right to my work product.

I have spoken with an intellectual property attorney who confirmed to me that unless there is an explicit contract stating I grant you ownership of my work product then you have no rights to the work product outside of what I specify. In this case, it was clear that I was doing work for the sole benefit of your daughter, and for the sole use of her treatment. Clearly, I would not have undertaken this work had I believed that you and [REDACTED] would so deliberately seek to steal my intellectual property. In previous correspondence I set forth the terms of my work product:

“Investigator will continue to meet all requirements of the IRB to ensure continued access to medication..., Additionally compliance required for the IRB will be provided with the completed documentation, and will require parent’s agreement in order for IRB to continue. Parents should be aware that the IRB, treatment plans and other documentation assembled for the purpose of [REDACTED]’s treatment is the property of the Investigator and is used for the benefit of the child by the Investigator. This work product is not to be represented as that of the parents nor are the parents permitted to transfer this work product to other individuals without investigator’s assent. Any effort to represent Investigator’s work as that of the parent, or to instruct others to act on the Investigator’s work product will be considered a breach of the Investigator’s ongoing contract.”

Shortly after receiving this correspondence you misappropriated a draft of my IRB proposal, which set out the treatment approach for determining the efficacy of the investigational drug, EPI-743. You then represented this document as your own property to a separate company and sought to remove my authorship and dilute the contents of my original work. You have since claimed that you are within your rights to take my work product and use it outside the terms that I have specified.

I have been advised that your actions constitute the misappropriation of trade secrets and that I can pursue a cause of action under the Under the Uniform Trade Secrets Act ("UTSA"). Under the UTSA a trade secret is information (a formula, pattern, compilation, program device, method, technique,

or process, etc.) that (1) derives independent economic value from not being generally known or readily ascertainable by proper means by those who can obtain economic value from its disclosure or use and (2) is the subject of reasonable efforts to maintain its secrecy. It is noteworthy that in the IRB proposal, I rationalized my approach to the treatment of Rett Syndrome by reference to data that I obtained from my prior research on Rett Syndrome, which I have not published. In addition, it requires substantial expertise to effectively analyze the available scientific research and identify approaches from clinical review. Clearly, your taking of this proposal and representing it as your own constitutes a theft of trade secrets (Civil Code section 3426 et seq)

In *Community for Creative Non-Violence v. Reid*, 490 U.S. 730, 737-38 (1989) the court held that if the statutory requirements for a specially commissioned work by an external author are not met, then initial ownership of a copyright is solely determined by whether the author-creator is an employee acting within the scope of his employment. Where the author-creator is not an employee then they maintain ownership over their intellectual property. In this case, I was already working as an independent contractor, I had a pre-existing background in Rett Syndrome research and my current business practice focused on developing individualized treatment and care plans for children and young people with neurodevelopmental disorders. Clearly, I am not your employee.

In contracting my services you were seeking my expertise and advanced understanding of Rett Syndrome and genetic diseases. From the outset you had no insight into what treatment approaches I might ultimately identify for your daughter, as you had no way of effectively interpreting decades of research into Rett Syndrome without some prior scientific education. As it currently stands there is no treatment approach to Rett Syndrome which has showed any reversal of symptoms, or halting of disease progression, thus it is doubtful that you had any insight into whether there is a treatment approach which would show efficacy. I had both practiced research in the field of Rett Syndrome, and was actively building a business providing treatment plans to individuals with neurodevelopmental disorders, which required that I used the same skills I employed in my work for you.

With regard to contractor's rights of ownership, the court applies separate conditions as to the ownership of intellectual property. For example, in these cases when the hiring party fails to specify that the contractor is 'hired to invent' then a number of factors are applied to determine ownership of the IP. Courts look at the following factors, including how closely the employee's invention relates to the employer's business, whether the employee previously assigned inventions to the employer, the nature and scope of the employment relationship, and the amount of money or other resources the employer dedicated to the inventive activity. You do not have a business providing treatment plans to individuals with chronic developmental disorders, nor do you have any expertise in the

that you refused to adhere to a written contract, I maintain that the only agreement that holds is the same as that used for my general business practice. This requires that I will be requesting that you pay my full hourly fee, as opposed to the amount you have seen fit to provide. Clearly, \$66,000 does not reflect a fraction of the work I have completed on behalf of your child. In addition, I have substantially improved the prospects of your child using my unique and specialist knowledge. The mere fact that you and [REDACTED] wish to refuse to pay my actual rate, while claiming rights to my intellectual property is peculiar. In the eyes of any rational observer you have benefitted from my labor through the health of your child.

Please find attached a separate letter demanding you cease and desist from representing my work product as your own property. In addition, I am aware that you and [REDACTED] have made repeated efforts to slander my name such that you could avoid adhering to treatment protocols, and frustrate my efforts to obtain your compliance. I ask again that you desist from these efforts. It is unfortunate that you and [REDACTED] have such little regard for the considerable effort I made for your child, and the fact that I made myself exclusively available to identifying and developing novel treatment approaches for Rett Syndrome, while liaising with the medical community to further determine how best to implement your daughter's treatment plan. As parents, you and [REDACTED] made the choice to grossly under pay me as an expert in Rett Syndrome, taking advantage of my commitment to understanding this rare disease, long before your daughter received her diagnosis. Despite the hundreds of hours I committed to ensure an effective approach to treating your daughter, the risk to my reputation, and the complexity with obtaining authorizations and medical assent for a radically different approach to Rett syndrome, you and [REDACTED] have acted to deliberately harm my business and further limit my career prospects by misappropriating my intellectual property and paying me a rate comparable to that of a cleaner.

Please ensure payment of the outstanding balance, in accordance with my standard rate as provided in the attached document. The outstanding balance owed is \$106,500.00, and I request payment within 5 calendar days from the date of this letter. I believe that it is best that all correspondence be maintained in writing such that there is a clear record of each parties knowledge of the events surrounding this dispute. I require that you provide an affirmative response to these letters. In the event that I receive no response by Tuesday 5th October 2021, at 5pm PST I will take it to mean that you intend to ignore my requests as set forth in my correspondence. In the event that is the case I will proceed with legal action, as I have been advised that I have a cause of action both with regard to your failure to pay and also your misappropriation of my intellectual property.

My hope is that we can resolve these issues swiftly and we can all move on with our respective lives. I do not wish to be further embroiled in these matters, however given that you are representing that you assume rights to all my work regarding Rett Syndrome then I will maintain

whatever action necessary to ensure that I can use my skills and copyright to my benefit without interference of claims of ownership from former clients. In addition, you have maintained substantial harm to my business and income through your non-compliance with the IRB protocol, which you then used to terminate our oral agreement. It is necessary that I ensure that I am compensated in accordance with the terms of our oral agreement. In short, I will pursue a claim for any unpaid fees for the work I have completed and will be identifying further insight from an employment attorney as to any claim for breach of contract. The IRB proposal sets out clearly the length of the investigation/treatment plan and as such it is clear that the intent was always to maintain a 12 month agreement.

It is with regret that I am unable to make myself available to assist you or [REDACTED] in the future with regard to understanding the pathophysiology and molecular biology of Rett Syndrome. Though, I am hopeful that you will find clinicians and scientists who can provide treatment guidance and who can build on the work I started with your daughter. I hope that in the future you will grow to find some respect for those who dedicate a substantial portion of their life to understanding complex diseases that you would otherwise have no interest in if it were not for your daughter's diagnosis.

Yours sincerely,

A handwritten signature in black ink, appearing to read 'Sarrita Adams', with a stylized, cursive script.

Sarrita Adams

EXHIBIT 54



Post



Tashania Curtis · 40m

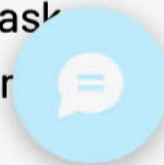


Hi from the city of angels

Hi English people. My name is Tashania, my son Isaiah, is a blessed soul. He is is blessed because of Miss Sarita. She saved my boy who has a mutation in the part of the cells that makes energy for your body.

My son's drs said he won't ever leave the NICU. They said he won't get beyond 1 years.

The doctors said he's blind and deaf, they said there is no hope. I'm a mother. I couldn't let my boy die. I didnt want to give him before his time. And my drs said that they could ask another Dr whose not the same as ther because she is a science dr.

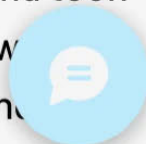


another Dr whose not the same as them because she is a science dr.

When I met Miss Sarita I knew that I was blessed. I knew an angel sent her to me. I prayed for an angel and Miss Sarita blessed me. She said to me. Tell me how can I help you. No person said that to me and my boy, no drs asked me what I wanted for Isaiah. I said to Miss Sarita, I want you to save my boy. He not meant to go yet he not ready.

She said to me she'd do what she can to give me what I want for my Isaiah. Miss Sarita would meet me outside the hospital and walk with me to see my boy, because she knew I was scared he'd be gone. She fought those Drs, she got him on the training program so he could breathe on his own. She got him so I could hold my boy. I held my boy for the first time one week after I first Miss Sarita.

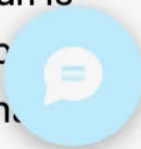
She got my boy everything he needed. Every time she got push back she said no try again. Isaiah came home to me and his daddy before he turned 1. Miss Sarita picked us up and took us all home. She went to the FDA she w
four pharmaceutical companies and she
my son everything he needed. Whenthe



four pharmaceutical companies and she got my son everything he needed. When the insurance wouldn't cover some of his medical equipment Miss Sarita raised the money.

When Miss Sarita told me about Miss Lucy, I knew her heart was guiding her. But I've watched how the English have dragged Miss Sarita. I'm ashamed for y'all. I seen this FaceBook slander. I seen all y'all's white people come out and smack Miss Sarita down. I've seen even Miss Lucy's mother won't stand for her child. She turned her back on her child and now Miss Sarita is getting the beatings. But why you keeping her doing this for y'all's? She done all the work, she done it and you not paid her a penny. She been paying your way... y'all see. She's paying for yalls so you can beat on her.

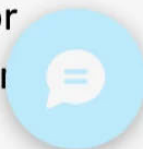
I'm sitting here for months saying, Miss Sarita how all these people getting yalls work and not paying you for it? And she a kind soul, so she doesn't see that y'all's taken advantage of her. They're people with fat wallets on this site. There's got be out of 1700 of y'all. But you keep working her. This Facebook woman is dragging her for days and you are all working her like a dog, for a white woman who has lawyers to help her. Miss Sarita's ex works for



lawyers to help her. Miss Sarita's ex works for Facebook. He makes \$800,000 a year and he used that money to drag Miss Sarita through court for over seven years.

I not seeing anyone punch back on the FaceBook woman. I not seen a soul. I just seen y'all coming and telling Miss Sarita, and making her work harder for y'all. Y'all not paying her and y'all got her working for you. I seen some old guy who is a fool of X talking about her calling out her private life. Saying she faked credentials. I asked my drs what that is about. They say it's the English. They say you don't accept that Miss Sarrita is qualified and he said it's not so cos he knows all the people she worked with.... he corrected her dissertation. And my first dr even went to the exam for her dissertation. So this maniac on X he just spreading these lies.

Then I seen that the media treat her like this too. I don't know why but I think it's because you don't accept her. Miss Sarita saved my boy. She saved babies like Isaiah. You English treat her worse than a slave. She not been paid in months, and she told to work for nothing. How she paying for all this? Ai you not caring.



nothing. How she paying for all this? And why you not caring.

Y'all can't see it but I can. Y'all nothing without Miss Sarita. Y'all not saving a soul. I tell her to get back and let this go because yall bullying Miss Sarita. We got people in prison in the States, they family won't trashe her, they lawyers won't trash her, they supporters won't trash her. Miss Sarita is a kind soul and I seen you drag on her. Taking her work. Saying she a fraud and she need to set up this and that so y'all pay her 10 bucks. Y'all trash the one good person who y'all need. I keep telling her, that she should forget you cause you don't care about Miss Sarita, y'all let her go without food, shelter, comfort to save one white woman.

Miss Sarita is a gift and y'all don't deserve the gift you've been given. Y'all not pay the price Of this gift. Y'all know Miss Sarita gave up helping sick

Babies for Miss Lucy and her mom doesn't want to fight like I fought for my boy. And y'all don't want to pay for Miss Sarita to fight. Y'all sacrifice Miss Sarita, and is parents we had enough of seeing it. I told her today to stop serving y'all because y'all just greedy and not paid for this gift. Y'all pay to save a white

not paid for this gift. Y'all pay to save a white woman but y'all won't pay for the black woman who saves her.

I had to say it. I had to put this down and say it to you because I know a angel when I seen one. And y'all killing an angel. I don't know why, I just know what we parents who were blessed by Miss Sarita are seeing. She was married to an English man and y'all didn't do nothing to stop his abuse, and now he's taken everything y'all stealing her beautiful mind.

Y'all should be ashamed. Y'all dragging on the person who is pure and good. The purest light. Y'all beat on the woman who saves babies who've got no hope. Y'all sacrifice her for a white woman whose own family won't stand for her... y'all got it all wrong, y'all Got it wrong. I would give my life for my boy. I give everything for him, ain't no person gonna stand for my boy without me standing right next to them. Y'all ain't standing with Miss Sarita, y'all sacrificing her, and y'all not even paid her worth.

Good night England... God sent Miss Lucy gift and y'all trashed it, and starved it a refuse to pay because y'all think you can



Good night England... God sent Miss Lucy a gift and y'all trashed it, and starved it and y'all refuse to pay because y'all think you can do this work because y'all can read. Fosh, i seen the doctors and what they did to my boy. Miss Sarita saved him. Miss sarita is sent from heaven.

May God Bring Mercy to Y'all,
T.C

 0  13

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 Comment

Comments (0)



Write a comment...

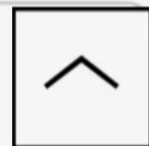















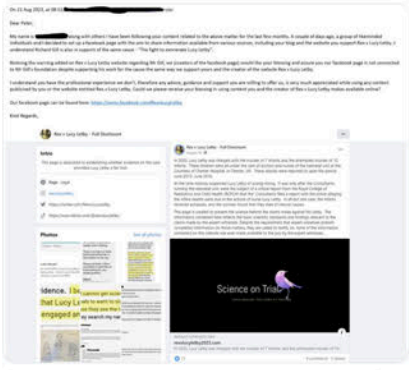
EXHIBIT 55

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 Adam Steinbaugh
@adamsteinbaugh

Post


 Ruth Gardner @Ruth39484957 · Nov 11, 2023
 @SisuNorthern @EdgarMoose43433 @gilt1109 @RexvsLucyLetby @TruthWillP @ChrisClarkEsq @AngeShare @beccl2004 @PeterElston
 Look at this image and see my questions below about the identity and intentions of the RexvsLL FB page.

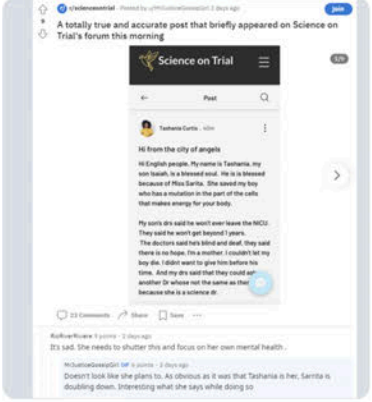


9 replies · 1 retweet · 3 likes · 2.8K views


 Science On Trial @Forensic_Sci_ · Nov 12, 2023
 @metpoliceuk @Meta @Reddit I am being stalked online by two women Helena Thais Spinelli and Jessica Harrison. I have submitted police complaints. These women are sending me hate mail full of racist content and diatribes. They are directly naming me on Facebook and Reddit...

3 replies · 2 retweets · 4 likes · 955 views

 Ruth Gardner @Ruth39484957 · Nov 14, 2023
 MrJGG-50 Reddit posts in last month-all of them only about Sarrita Adams!!! Then- MrJGG (sorry RexvLLFB page) expects us to believe that Sarrita (not MrJGG under another name) posted!!!! Says post was up briefly... means MrJGG was watching SoT for all that time!!! Coincidence???



3 replies · 1 retweet · 3 likes · 989 views

 The Trials of Lucy Letby @LucyLetbyTrials · Nov 14, 2023
 This fake profile was very clearly concocted by Sarrita Adams

- 1) Sarrita would have had to approve "Tashania Curtis" as a SoT forum member
- 2) Sarrita shortly thereafter described "Tashania Curtis" as "my client"


I share your concerns regarding Lucy Letby's conviction, fwiv

looking at other cases... I am not taking on anything.

What utter nonsense. My client posted on this forum, because she can see the impact six months of abuse has taken on me. 6 months, no pay, a trashed reputation, daily stalking and harassment. I did not set up this forum for this. I tried to take the forum down and I get more anger and then it ships up again.

I am sorry but this is craziness. To suggest that I should just toughen up and accept this while people hide behind fake names. I did not give my name to the telegraph. I have never

2 replies · 3 retweets · 8 likes · 745 views


 Science On Trial @Forensic_Sci_ · Nov 18, 2023


Unlike most of the people who are obsessed with LL case, some of us have real professions, with real clients. Where those clients see the gross abuse the UK dishes out to people, they just might take issue with it... That is what happened here. My clients are asking why stalkers


4:43 AM · Nov 18, 2023 · 85 Views

Search: "Tashania Curtis"


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 The Trials of Lucy Letby @LucyLetbyTrials Follow
 Discussing the Lucy Letby case, and the UK media's coverage of it. Anyone can message me here. My DMs are open.

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 Discussing the Lucy Letby case, and the UK media's coverage of it. Anyone can message me here. My DMs are open.

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Science On Trial @Forensic_Sci_ · Nov 18, 2023
Are contacting my coworkers and as a result a warning has gone out to my clients to not take calls or respond to people emailing them asking about me. The UK had real problems, and people outside of the UK are actually asking questions...why you are so happy to smear the names

1 1 117

Science On Trial @Forensic_Sci_ · Nov 18, 2023
Of people you do not know, stalk them on the internet, and obsessively contact their coworkers. People in the US think the way the British treat me is bizarre! And they are prepared to come out and say it instead of using LL as an excuse for watching a hate campaign. Grow up.

2 123



Sarrita Adams
7m



Replying to [lanb](#)

I have asked as nauseum to start looking at other cases... I am not taking on anything.

What utter nonsense. My client posted on this forum, because she can see the impact six months of abuse has taken on me. 6 months, no pay, a trashed reputation, daily stalking and harassment. I did not set up this forum for this. I tried to take the forum down and I get more anger and then it ships up again.

I am sorry but this is craziness. To suggest that I should just toughen up and accept this while people hide behind fake names. I did not give my name to the telegraph. I have never given an interview to the newspapers. My name barely appears on my website. I do not even like publicity....



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EXHIBIT 56



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Carlos David

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Uploaded June 16, 2021

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curly hair yellow person bipoc afro portrait 30-39 years woc
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EXHIBIT 57

Science on Trial, Inc

San Francisco

CA

@scienceontrial.com

25 October 2023

General Counsel
Reddit, Inc.
1455 Market Street,
Suite 1600 San Francisco,
CA 94103

Re: Violations of State of California Cyberstalking Laws, US Copyright Laws, and Reddit's Content Policy

Dear General Counsel,

I am writing on behalf of Science on Trial, Inc (www.scienceontrial.com) concerning gross violations of Reddit's content policy, which also breach the State of California Cyberstalking laws and US copyright laws. This relates specifically to the content hosted on <https://Reddit.com/r/scienceontrial>.

We have made repeated requests to Reddit, imploring the platform to take down the infringing content, yet our pleas have fallen on deaf ears. It is disconcerting that Reddit, an influential social media platform with millions of users, would knowingly allow and perpetuate such violations. By not addressing our genuine concerns, Reddit appears to be knowingly causing harm to small businesses, such as ours, and encouraging the targeting and harassment of female minority business owners.

The content in question not only violates our copyrighted materials but has also facilitated targeted harassment and cyberstalking against the women associated with our business. California's cyberstalking laws are clear about the illegality of such actions. Furthermore, Reddit's own content policy prohibits users from engaging in behavior that harasses, bullies, or threatens others. The content at the aforementioned link, without doubt, goes against these very tenets of your platform.

This letter serves as a final request to Reddit to remove the content found at <https://Reddit.com/r/scienceontrial> immediately. Failure to do so will leave us with no choice but to consider legal action to protect our rights, our business, and the well-being of our staff.

www.scienceontrial.com

@scienceontrial.com

We understand that managing the vastness of content on a platform like Reddit is a significant task. However, there is a profound responsibility that comes with such influence. We hope that you will treat this matter with the urgency and seriousness it demands.

Thank you for your prompt attention to this matter. We expect to see the content removed swiftly and will closely monitor the situation in the coming days.

Sincerely,

EXHIBIT 58

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Adam Steinbaugh
@adamsteinbaugh

Post

This Post is from an account that no longer exists. [Learn more](#)

Science On Trial @Forensic_Sci_ · Mar 11
These comments reveal just how lovely and reasonable the medical profession is in the UK!

Doc @Doc012802251361 · Mar 11
Why did you fake having a PhD and why do you get involved in matters that don't concern you?

Science On Trial @Forensic_Sci_

Have not faked having a PhD, I am a published scientist, I completed my PhD at the University of Cambridge, after setting up a collaboration at UC Davis, in California. I had my viva remotely and passed with corrections. If you wish to slander and smear my name, have at it, but you are pathetically getting your information from crazy racists on Reddit, who are in cahoots with my abusive ex-husband. This is why medics are dangerous. You believe crap you read on Reddit!

The image shows two scientific papers. The left paper is titled 'McCP2 and Autism Spectrum Disorders' by Sunita Adams, Ianur M. LaSalle, et al. It includes a table of contents and an abstract. The right paper is titled 'Phosphorylation of Distinct Sites in McCP2 Modifies Co-factor Associations and the Dynamics of Transcriptional Regulation' by Sunita Adams, Ianur M. LaSalle, et al. It includes an abstract and a figure showing phosphorylation sites on McCP2.

4:03 AM · Mar 12, 2024 · 240 Views

1 0 0 0 0

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Dr Tom Elswood @tetswood · Mar 12
No smoke without fire!

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- Doc** @Doc012802251361 Follow

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EXHIBIT 59



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Adam Steinbaugh @adamsteinbaugh

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Richard Gill @gill1109 · May 29
sciencecentral.com/post/unmasking... I support Dr Sarrita Adams and SoT despite ugly things she says about me. I constantly update my judgements when new evidence turns up. #LucyLetby #freedom4Lucy

3 replies 3 retweets 24 likes 4.5K views

LawHealthTech @LawHealthTech · May 29
Meh. You caved too easily

She says that claiming she had not finished or had withdrawn from her PhD was false

Yet, she offers no proof that she has completed a PhD at Cambridge, and Cambridge does not acknowledge her as a graduand. Big claims require big proof. She brings none

3 replies 1 retweet 9 likes 891 views

Richard Gill @gill1109 · May 29
I don't cave, I'm just being courteous. She wants to be addressed as Dr Adams, so today I'm being polite.

4 replies 5 likes 855 views

Science On Trial @Forensic_Sci · Jun 2
Richard Gill, you associate yourself with alleged paedophiles and you think people should listen to a word you have to say. However, if the company we keep is a reflection of our own interests should we assume that your association with Paul Breach, is an indicator of your

The Mail 26 Apr 2023
Paul Breach, who has nearly a million followers on TikTok, was reported to the police by George Romney School in Dalton. Leaders at George Romney and the nearby Chapel Street Infants School wrote to parents after concerns he was filming in the town centre and at a children's park. It was also claimed he was asking to take pictures with girls. Now he has spoken out...
Read the full story here: https://www.nwemail.co.uk/news/23482567/tiktok-star-paul-breach-denies-filming-children-concerns-raised/
Paul responds to the school email saga

2 replies 1 retweet 1 like 485 views

Ron Winter @RonWinter6 · Jun 2
Surely, Sarrita, our top priority should be to work out what needs to happen now to get Lucy out of prison and to understand and reveal to the world exactly how this appalling MoJ came about. Then everyone will see the massive contribution your insights and incredible work made.

2 replies 4 likes 530 views

Science On Trial @Forensic_Sci · Jun 2
You support Lucy Letby's right to defend herself? But you think I should be sacrificed for all these other people because Gill has a history of attacking female PhDs? Seems peculiar that everyone relies on my work and then expects I should have my livelihood destroyed by Richard

Sarrita Adams receives an email and throws a tantrum on...
Sarrita Adams says 'F*ck you, you me' about...
Does Sarrita Adams, author of reekingpity2023.com and...
Sarrita Adams has erased all evidence of her prior claims...
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1 593

Julie Yates @JulieYa10842350 · Jun 2
 Sarrita, I respect you dearly, but for your own sake as well as Lucy's all this really must stop. Let's find a path to common decency from everyone involved or the whole campaign loses all credibility, which would be unbearably sad.
 Much love x

5 1 8 680

Science On Trial @Forensic_Sci_ · Jun 2
 What are you on? Richard has been smearing my name for 8 months and you lot are saying this is fine. Seriously, it is nonsense. He, Helena, and Paul have vowed to continue harassing me until they put me out of business and you think I should take it just for Lucy Letby. I am

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Dr Karen Mitchell PhD @karenmitchell_ · May 31
 Reposting...
 All higher functioning psychopaths/narcissists have what I refer to as a 'partner henchman'. The partner henchman (PH) is groomed by the psychopath/narcissist to be so supremely grateful to the psychopath/narcissist for opportunities they have offered them and so

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1 1 637

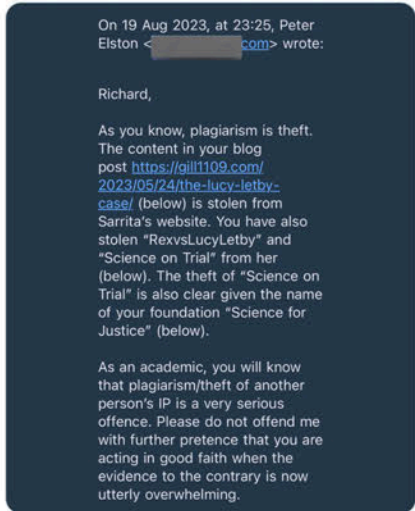
pets pyjamas @petspyjamas1 · Jun 2
 Sarrita you are completely wrong about Richard, you need to take a break from social media, this is helping no one.

2 4 268

Science On Trial @Forensic_Sci_ · Jun 2
 Added to that. I have no idea who you are so why do you think you lot have a right to tell me what to do.

I am not working for you. Gill has been stalking and harassing me since last year. He attempted to plagiarize my work repeatedly and was stopped by Peter Elston. Where ever

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1 1 246

pets pyjamas @petspyjamas1 · Jun 3
 You are ranting on a public forum and you are undoing your original good work so yes I have every right to tell you what I think. End of conversation.

1 3 163

Science On Trial @Forensic_Sci_ · Jun 4
 No. I have been stalked for 8 months by a bunch of people where Richard Gill instigating the stalking. I do not have to listen to idiots tell me to sit back and take abuse just because you want me to. Utter nonsense.

1 1 148

pets pyjamas @petspyjamas1 · Jun 4
 Yes you have been stalked and harrassed but not by Richard or any of his followers

2 3 239

Science On Trial @Forensic_Sci_ · Jun 4
 That is where you are absolutely wrong

that is where you are absolutely wrong.

Richard Gill was working with a bunch of them in the very beginning, he also gave my name to the mod who is now stalking me. He also lied about my mental health and my PhD, over and again. Richard's group joined the stalker, and Richard x.com/insane_mod6247...

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1 1 243

Ross Collins @RossCollin81124 · Jun 4

Sarrita, you are wrong about Richard, he doesn't interact with the people stalking you. He has been drawn into the arguments. You are correct in thinking Helena & MrJGG joined forces to ruin you & SoT. The Paul Breach account belongs to Jessica Rose, who also joined forces

1/2 3 3 315

Science On Trial @Forensic_Sci_ · Jun 4

Umm yeah, he does. But it is okay. Keep defending him. I am tired of this nonsense. Gill has done this exact thing before, he spreads lies amongst people and then they make anonymous claims. He did it to a well known professor and his student. Nearly destroyed their reputations.

[Show more](#)

statement via email:

1. Last year various successive anonymous allegations were raised questioning my scientific integrity.
2. The University appointed a few committees to investigate the various anonymous complaints.
3. The findings – in various stages – as of the beginning of this year – are:
 - one of the main sources of false information dispersion, Richard Gill (University of Leiden), has been instructed by his University to offer a public apology for scientific misconduct (to be published on his

1 1 253

Ross Collins @RossCollin81124 · Jun 4

I think the way Helena, MrJGG & Jessica have behaved towards you is disgusting. Jessica & a few others have been doing similar things to me but on a smaller scale. It is not ok for them to behave like this.

1/2 1 3 212

Ross Collins @RossCollin81124 · Jun 4

I'm pleased that you have found out their identities & I hope that the police can help put a stop to the harassment.

Richard always speaks highly of you & your work & supports you when others disrespect you, so I don't think he would have knowingly helped your harassers.

2/2 1 3 223

Luciftian @Luciftian · Jun 4

No he doesn't. He says he does to pull the wool over ur eyes, whilst slandering SA & encouraging others to steal her work He's a seasoned manipulator; a malicious, professional slanderer Who would admire someone & insert himself in all conversations to say she doesn't have a PhD?

1 229

Ross Collins @RossCollin81124 · Jun 4

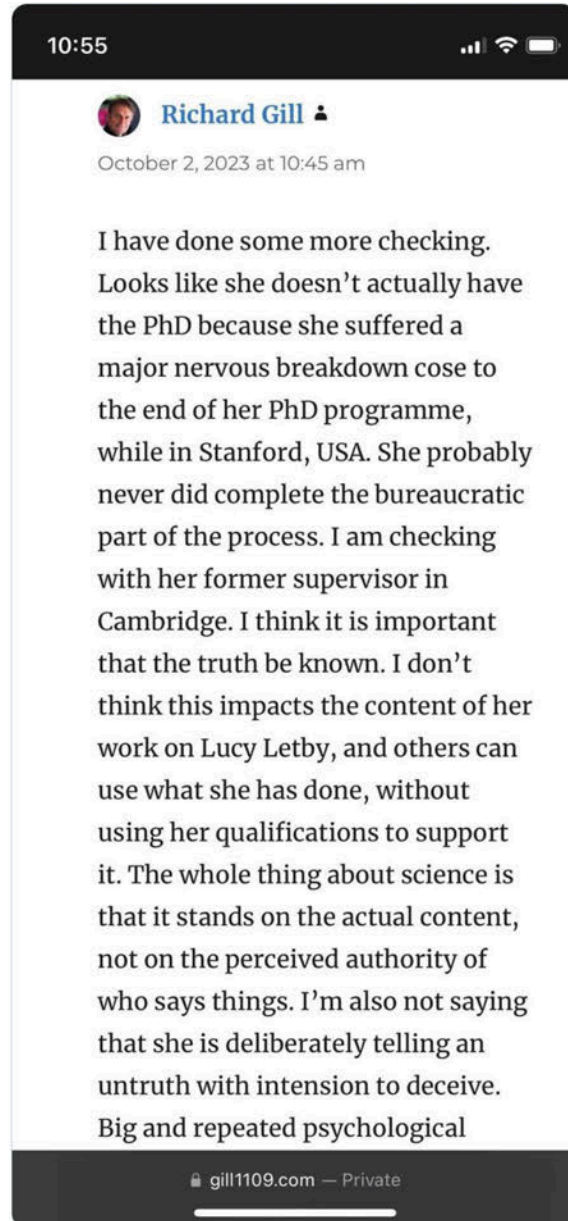
That's your opinion, mine is different. I think you are misunderstanding something here. Richard is eager for Sarrita to sort out the confusion over her Viva so that people stop harassing her about it. It's easily rectified.

5 1 5 660

Science On Trial @Forensic_Sci_ · Jun 4

There is no confusion, there is Richard's smear campaign which he started when he joined up with Amy Gulley, Helena Spinelli and Paul Breach. In Fall 2023, and we have the FB chats to prove it. Amy Gulley set up her subreddit stalking me on September 28th 2023, and on

October 2nd Richard Gill was smearing my name on his blog spreading lies. In between that time he had emailed me asking for a pdf of all my work. (Ooh wonder why!) I passed my viva in 2015. Richard Gill is referring to a divorce opinion that is not-citable. The transcripts clearly reveal the truth. There is no mention anywhere in 2017 of me dropping out of anything. I went through a divorce, and I submitted my corrections. I was the victim of coercive control and domestic abuse, and Richard Gill was aware of that and instead of telling the truth he set about smearing my name with his blatant lies. You are totally sick for defending him. Gill claims I dropped out and had a mental breakdown in 2017 - have you seen the evidence for that, or you sad people want me to prove him wrong. The idea that any of you could advocate for a miscarriage of justice is laughable. Look at you, rounding on me, refusing to report blatant stalking crimes, bullying me for exposing what a nasty liar Richard Gill is... pretty sure that is exactly what happened to Lucy Letby. Days after Amy Gulley created her stalker subreddit, Richard Gill was spreading lies about me on his blog. He has done it before and was sued as a result. Still waiting for you to report the stalking and abuse. The lot of you are bonkers, and a threat to any victim of abuse.



2:17 PM · Jun 4, 2024 · 174 Views



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