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**SUPERIOR COURT FOR THE STATE OF CALIFORNIA  
FOR THE COUNTY OF SAN DIEGO, NORTH DISTRICT**

BRUCE J. KELMAN & GLOBALTOX, INC.,

Plaintiffs,

v.

SHARON KRAMER, and DOES 1

through 20, inclusive,

Defendant.

CASE NO. GIN044539

**NOTICE OF MOTION; MOTION TO VACATE  
VOID JUDGMENT; Memorandum of Point and  
Authorities In Support Of Defendant's Motion;  
Declaration of Defendant**

[Assigned for All Purposes To Hon. EARL H.  
MAAS III, Department 28]

Filed May 2005

Motion Hearing Date: October 28, 2011 1:30 PM

**TO ALL PARTIES AND THEIR ATTORNEY OF RECORD, PLEASE TAKE NOTICE** that on October 28, 2011 in Department 28 of the North San Diego County Superior Court at 1:30 PM, Defendant Sharon ("KRAMER") will make a motion that a ("VOID JUDGMENT") dated September 24, 2008 that was not properly entered, noticed or amended be vacated by this court. This motion is in accordance with Code of Civil Procedure 664, Code of Civil Procedure 664.5(b), Government Code 6200, Business and Professions Code 6068(c)(d)(g). It is supported by the ("CASE RECORD"), Memorandum of Points and Authorities, Declaration of Sharon Kramer..

\_\_\_\_\_  
Date

\_\_\_\_\_  
Sharon Kramer

**MEMORANDUM OF POINTS AND AUTHORITIES**



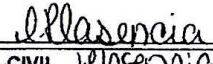
**I.**  
**Background**

1. This is a libel case in which the sole claim of the case is that KRAMER'S use of the phrase, "*altered his under oath statements*" was a maliciously false accusation that Bruce ("KELMAN") committed perjury.

1 KELMAN is the President and one of the six owners of GLOBALTOX. (Attached hereto as **EXHIBIT 1** is the  
2 page of the May 2005 ("COMPLAINT") with the words "altered his under oath statement" in parentheses.

3 2. KRAMER has a degree in marketing. The writing in which she used that phrase was the first to publicly  
4 expose how it became a fraudulent concept mass marketed into US public health policy that it was  
5 scientifically proven moldy buildings do not harm. She used the phrase in the sentence, "Upon viewing  
6 documents presented by the Hayne's attorney of Kelman's prior testimony from a case in Arizona, Dr. Kelman  
7 altered his under oath statements on the witness stand." (Attached hereto collectively as **EXHIBIT 2** is  
8 KRAMER's March 2005 writing, and a Wall Street Journal article on the same subject seventeen months later)

9 3. On January 20, 2009, California licensed attorney, Keith ("SCHEUER") recorded a ("LIEN") on  
10 KRAMER'S property on behalf of KELMAN. The lien is based on an ("ABSTRACT") of Judgment dated  
11 December 31, 2008. The ABSTRACT was based on a judgment document submitted to the court by  
12 SCHEUER on December 22, 2008. The ABSTRACT and LIEN states that a judgment was entered on  
13 September 24, 2008, with the interest accruing amount of \$7,252.65 (plus \$1) awarded to KELMAN on that  
14 date. (Attached hereto as **EXHIBIT 3**, is the recorded LIEN and ABSTRACT)

3. Judgment creditor (name and address): <b>Bruce Kelman</b> c/o Veritox, Inc., 18372 Redmond-Fall City Rd Redmond, Washington 98052 Date: December 22, 2008 Keith Scheuer, Esq.		5. <input type="checkbox"/> Original abstract recorded in this county: a. Date: b. Instrument No. 
(TYPE OR PRINT NAME)		(SIGNATURE OF APPLICANT OR ATTORNEY)
6. Total amount of judgment as entered or last renewed: \$7,253.65		10. <input type="checkbox"/> An <input type="checkbox"/> execution lien <input type="checkbox"/> attachment lien is endorsed on the judgment as follows: a. Amount: \$ b. In favor of (name and address):
7. All judgment creditors and debtors are listed on this abstract.		
8. a. Judgment entered on (date): <b>September 24, 2008</b> b. Renewal entered on (date):		
9. <input type="checkbox"/> This judgment is an installment judgment.		11. A stay of enforcement has a. <input checked="" type="checkbox"/> not been ordered by the court. b. <input type="checkbox"/> been ordered by the court effective until (date):
		12. a. <input checked="" type="checkbox"/> I certify that this is a true and correct abstract of the judgment entered in this action. b. <input type="checkbox"/> A certified copy of the judgment is attached.
This abstract issued on (date): <b>DEC 31 2008</b>		Clerk, by  Deputy
Form Adopted for Mandatory Use Judicial Council of California www.EJ-001 (Rev. January 1, 2008)		<b>ABSTRACT OF JUDGMENT—CIVIL AND SMALL CLAIMS</b> Page 1 of 2 Code of Civil Procedure, §§ 488.480, 674, 700.190

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

Keith Scheuer, Esq. Bar #82797  
SCHEUER & GILLET  
4640 Admiralty Way, Suite 402  
Marina Del Rey, CA 90292



JAN 20, 2009 4:18 PM

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DAVID L. BUTLER, COUNTY RECORDER  
FEES: 15.00

PAGES: 3



4. It is not possible that a judgment was entered awarding interest accruing costs to KELMAN of \$7,252.65 (plus \$1) on September 24, 2008. KELMAN did not even submit costs until October 14, 2008. (Attached hereto as **EXHIBIT 4**, is KELMAN's October 2008 submission of costs.)

TOTAL COSTS .....	\$ 7,252.65
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I am the attorney, agent, or party who claims these costs. To the best of my knowledge and belief this memorandum of costs is correct and these costs were necessarily incurred in this case.

Date: October 14, 2008

Keith Scheuer, Esq.

(TYPE OR PRINT NAME)

(Proof of service on reverse)

(SIGNATURE)

Form Approved for Optional Use  
Judicial Council of California  
MC-010 (Rev. July 1, 1999)

MEMORANDUM OF COSTS (SUMMARY)

Code of Civil Procedure,  
§§ 1032, 1033.5

00000537

5. When the trial judge last signed the judgment document on September 24, 2008, no costs had been awarded. There was no place on the document for KRAMER to submit costs. KRAMER was not noticed of this document being signed by the court, until mid- October 2008. (Attached hereto collectively as **EXHIBIT 5**, is the judgment document when last signed by the courts and a page from the transcript of Oral Argument, December 12, 2008 discussing KRAMER had no opportunity to submit costs)

Kramer, and costs in the amount of \$ _____, and that	
Plaintiff GlobalTox, Inc. recover nothing in this action.	
Dated: 9/24/08	
	Judge of the Superior Court
	LISA C. SCHALL

## HOW THE VOID JUDGMENT DOCUMENT CAME TO BE

6. In an August 2008 it was determined that KRAMER prevailed over GLOBALTOX and KELMAN prevailed over KRAMER. (*Attached hereto as **EXHIBIT 6**, is evidence of two prevailing parties, KELMAN & KRAMER; and two non-prevailing parties, GLOBALTOX & KRAMER*).

7. KRAMER was represented by Lincoln ("BANDLOW") in trial. KELMAN and GLOBALTOX were represented by SCHEUER.

8. In late August, BANDLOW submitted a proposed judgment and SCHEUER submitted a proposed judgment. BANDLOW did not receive a copy of Scheuer's proposed judgment (*Attached hereto collectively as **EXHIBIT 7**, are the proposed judgments and an email from BANDLOW stating he did not receive*)

9. On September 15, 2008, KRAMER substituted in as her own counsel. (*Attached hereto as **EXHIBIT 8**, is KRAMER'S substitution*)

10. On September 24, 2008, Judge Schall signed KELMAN'S proposal and mailed it to SCHEUER. Prevailing Pro Per KRAMER was not noticed by the courts in violation of CCP 664.5(b) or by SCHEUER – who was out of the country.

11. KRAMER called the court on several occasions asking when the judge would have the ruling. The Clerk of the Court, Michael ("GARLAND") repeatedly told KRAMER that SCHEUER would mail it to her. (*Attached hereto as **EXHIBIT 9**, is evidence of KRAMER asking the clerk about submitting her costs*)

12. On September 14, 2008, SCHEUER submitted KELMAN'S costs and noticed KRAMER (*Attached hereto as **EXHIBIT 10**, is the submission of KELMAN's costs*)

13. SCHEUER mailed KRAMER his proposed judgment with his costs and deemed this a ("NOTICE OF ENTRY OF JUDGMENT") as if KRAMER was not a prevailing party. SCHEUER included costs incurred by his non-prevailing client, GLOBALTOX, in the amount of \$3,626, 33. (*Attached hereto as **EXHIBIT 11**, is SCHEUER's notice to KRAMER*).

14. GARLAND then took the judgment document, filled in the blank on the third page awarding costs to KELMAN in the amount of \$7,252.65, without dating or initialing. This made it appear that KELMAN was awarded \$7,252.65 on September 24, 2008. (*Attached hereto as **EXHIBIT 12** is the discussion of this in oral argument before the Appellate Court on June 17, 2010*)

1 15. KRAMER had to motion three times just to be recognized as a prevailing party over GLOBALTOX  
2 entitled to costs. In oral argument of December 12, 2008, she was finally recognized as a prevailing party.  
3 Judge Schall had to think about whether KRAMER was entitled to costs.

4 16. The Proof of Service for the Minute Order is dated December 12, 2008. It was not mailed to KRAMER  
5 until December 16, 2008, with the direction that she mail it to SCHEUER. (*Attached hereto collectively as*  
6 **EXHIBIT 13** is the Minute Order, the Proof of Service dated December 12, 2008, its envelop dated December  
7 16, 2008, and KRAMER notifying the court she mailed it to SCHEUER).

8 17. An entry was made in the Appellate CCMS that judgment had been entered on December 12, 2008.  
9 Nothing to this affect was entered in the lower court Register of Action ("ROA").

10 18. On December 22, 2008, KRAMER timely filed a Motion for Reconsideration with the Presiding Judge of  
11 the North County Superior Court. (*Attached hereto as EXHIBIT 14* is evidence Kramer filed a Motion for  
12 Reconsideration on December 22, 2008). This is the same day that SCHEUER submitted for an ABSTRACT  
13 with a judgment document that appeared costs were awarded to KELMAN of \$7,252.65 on September 24,  
14 2008.

15 19. On January 9, 2009, KRAMER received a denial to hear her motion because an amended judgment  
16 had purportedly been entered on December 18, 2008. Neither the 1/09/09 denial or the 12/18/08 amendment  
17 are in the ROA. (*Attached hereto as EXHIBIT 15* is the denial to hear KRAMER'S motion)

18 20. KRAMER received it the same day. She physically went to the Vista courthouse and found no such  
19 amended judgment dated 12/18/08 in the court file. She physically went upstairs to ask GARLAND of the  
20 matter, to which he replied "We're all sick of you."

21 21. The next day, KRAMER received the amended judgment document. The only thing that had changed  
22 was that on the third page, "mgarland 12/18/08" had been added to the document next to the dollar amount.  
23 This made the document now appear that costs had been entered on the document on December 18, 2008.  
24 (*Attached hereto as EXHIBIT 16*, is the amended judgment document and the yellow post it "Notice of Entry"  
25 mailed from Judge Dato's clerk on January 9, 2009)

1 22. KRAMER could not get a straight answer out of anyone. She made a motion for clarification. Because  
2 the lower court claimed loss of jurisdiction based on a purported entry of amended judgement on 12/18/08,  
3 KRAMER had to file an appeal, Pro Per.

4 23. The Appellate Court is all over the board as to when judgment was entered awarding who, what. Or  
5 who was even a party on appeal. (GLOBALTOX did not appeal). Double speak in the Opinion, they do not  
6 actually state when judgments were entered or when rulings were mailed. They glossed over that minor GC  
7 6200 violation of the judgment document being altered without dating or initialing – or that KRAMER was not  
8 properly noticed in violation of CCP 664 and CCP 664.5(b). They make it appear that there was a judgment  
9 entered awarding KRAMER her costs. They ignore the fact that if a judgment had been entered in favor of  
10 KEMAN on December 12, 2008, KRAMER would have been too late with her intent to appeal that was filed on  
11 January 14, 2008. From the Appellate Opinion:

12 “In this defamation case, Sharon Kramer appeals from a judgment entered on a jury verdict finding  
13 she libeled Bruce Kelman. The jury awarded Kelman nominal damages of one dollar and the trial  
14 court awarded Kelman \$7,252.65 in costs. The jury found that Kramer did not libel GlobalTox and  
15 judgment against GlobalTox was entered. The trial court awarded Kramer \$2,545.28 in costs  
16 against GlobalTox... On December 12, 2008, the trial court awarded Kelman the \$7,252.65 in  
17 costs he claimed. The trial court also permitted Kramer to file a memorandum of costs as against  
18 GlobalTox. Thereafter, Kramer filed a motion for costs and GlobalTox filed a motion to tax the  
19 costs, in which among other matters GlobalTox argued that Kramer only prevailed against one  
20 defendant and her deposition costs of \$3,800 should be reduced by half. The trial court, with a  
21 different trial judge presiding, heard Kramer's cost motion on April 3, 2009, and awarded her a total  
22 of \$2,545.28. In particular, the trial court agreed with Kelman that Kramer should only be permitted  
23 to recover one-half of her deposition costs..... On this record we cannot disturb the trial court's  
24 award of costs to Kelman. At the time Kelman's costs were litigated, Kramer made no objection to  
25 any particular item of costs and did not argue that any or all items Kelman claimed were  
26 attributable to GlobalTox. Thus, as Kelman points out, Kramer did not comply with the  
27 requirements of rule 3.1700(b)(2), California Rules of Court, that her objection to costs "must  
28 refer to each item objected to . . . and must state why the item is objectionable." (Italics added.)  
Because Kramer made no such objection, Kelman never was given the opportunity to rebut  
Kramer's contention that half of all the costs Kelman claimed were attributable to GlobalTox and  
the time for making such an objection has passed. (Rule 3.1700(b)(1), (3).) Judgment affirmed.  
**Respondents** to recover their costs of appeal.”

24. As it stands today, the judgment document appears that interest accruing costs were entered on it, on  
December 18, 2008. But the ABSTRACT states that KELMAN's interest accruing costs were entered on

1 September 24, 2008. (Attached hereto collectively as **EXHIBIT 17** are the conflicting judgment document on  
2 file and the ABSTRACT/LIEN)

3 25. The judgment document has words KRAMER was not sued for writing in parentheses additionally  
4 making it VOID. It states, "Dr. Kelman altered his under oath statements on the witness stand" while he  
5 testified as a witness in Oregon lawsuit...; KRAMER was sued for only the five words, "altered his under oath  
6 statements" as used in the sentence, "Upon viewing documents presented by the Hayne's attorney of  
7 Kelman's prior testimony from a case in Arizona, Dr. Kelman altered his under oath statements on the witness  
8 stand" (Attached hereto as **EXHIBIT 18**, is page two of the Judgment with " " around words for which  
9 KRAMER was not sued.)

## 10 II Argument

11 The Judgment Document with its original date of judgment of September 24, 2008 is VOID because it was  
12 not properly entered, noticed and did not recognize true prevailing parties. Code of Civil Procedure 664 states,  
13 "When trial by jury has been had, judgment must be entered by the clerk, in conformity to the verdict within 24  
14 hours after the rendition of the verdict, whether or not a motion for judgment notwithstanding the verdict be  
15 pending, unless the court order the case to be reserved for argument or further consideration, or grant a stay  
16 of proceedings. If the trial has been had by the court, judgment must be entered by the clerk, in conformity to  
17 the decision of the court, immediately upon the filing of such decision. In no case is a judgment effectual for  
18 any purpose until entered."

19 Because the court did not recognize KRAMER as a prevailing party entitled to costs, it is also not reflected  
20 on the document. Thus the need for a new judgment to be entered awarding KRAMER costs.

21 As a prevailing party, KRAMER was not properly noticed of the entry of judgment on September 24, 2008.  
22 CCP 664.5(b) states, "Promptly upon entry of judgment in a contested action or special proceeding in which a  
23 prevailing party is not represented by counsel, the clerk of the court shall mail notice of entry of judgment to all  
24 parties who have appeared in the action or special proceeding and shall execute a certificate of such mailing  
and place it in the court's file in the cause".

25 There is no such certificate of mailing to KRAMER in the court's file, because it does not exist. "For  
26 example, courts have held that the 'document entitled 'Notice of Entry' ' mentioned in the rule must bear  
27 precisely that title, and the 'file stamped copy of the judgment' [citation] must truly be file stamped." (Id. At p.

1 903, quoting rule 8.104(a)(1).”Citizen for Civic Accountability v. Town of Danville (2008) 167 Cal.App.4th  
2 1162.

3 SCHEUER placed a LIEN in January being well aware that the ABSTRACT of December 31, 2008, had a  
4 false date of entry of accruing interest. Business and Professions Code 6068 states, *“It is the duty of an*  
5 *attorney to do all of the following: (c) To counsel or maintain those actions, proceedings, or defenses only as*  
6 *appear to him or her legal or just, (d) To employ, for the purpose of maintaining the causes confided to him or*  
7 *her those means only as are consistent with truth, and never to seek to mislead the judge or any judicial*  
8 *officer by an artifice or false statement of fact or law.(g) Not to encourage either the commencement or the*  
9 *continuance of an action or proceeding from any corrupt motive of passion or interest.”*

10 Government Code 6200 states, *“Every officer having the custody of any record, map, or book, or of any*  
11 *paper or proceeding of any court, filed or deposited in any public office, or placed in his or her hands for any*  
12 *purpose, is punishable by imprisonment in the state prison for two, three, or four years if, as to the whole or*  
13 *any part of the record, map, book, paper, or proceeding, the officer willfully does or permits any other*  
14 *person to do any of the following:(c) Alter or falsify.*

15 GARLAND adding the dollar amount to the judgment document sometime after KELMAN submitted costs  
16 in mid-October, without dating or initialing; and then adding “*mgarland 12/18/08*” to the document at a later  
17 date, greatly added to the confusion of what judgment was entered when. It aided to enable SCHEUER to  
18 place the LIEN on KRAMER’s property with a false commencement date of accruing interest. By not noticing  
19 KRAMER or acknowledging her to be a prevailing party, the September 24, 2008 judgment document is  
20 VOID.

21 Even after going thru oral argument in which it was established KRAMER was not properly noticed of the  
22 judgment and was able to submit cost, Judge Schall did not rewrite a proper judgment awarding costs to  
23 KELMAN. (Although this has cost me tremendously. In Judge Schall’s and Garland’s defense, Schall was  
24 experiencing a rather embarrassing public admonishment in the fall of 2008. She was also preparing to leave  
25 for Family Court. This case was her last ruling on her last day as the presiding judge over Department 31).

26 SCHEUER had a duty to not try to benefit from court indiscretions and place a fraudulent LIEN on  
27 KRAMERS property. *“Once the attorney realizes that he or she has misled the court, even innocently, he or*  
28 *she has an affirmative duty to immediately inform the court and to request that it set aside any orders based*  
*upon such misrepresentation; also counsel should not attempt to benefit from such improvidently entered*  
*orders.” Datig v. Dove Books, 73 Cal.App.4th, 964, (1999)*



1 Because the Judgment document has words for which KRAMER was not even sued for in parentheses as  
2 words for which she was sued, the Judgment is additionally VOID. Under the First Amendment of the  
3 Constitution a judgment cannot be entered stopping a person from writing words for which they were never  
4 even sued – let alone found libelous.

5 **III**  
**Conclusion**

6 For the foregoing reasons, the judgment document currently in the file of KELMAN & GLOBALTOX v.  
7 KRAMER is a VOID JUDGMENT document that was not properly entered, does not properly acknowledge  
8 prevailing parties, was not properly noticed, contains words for which KRAMER was not even sued (or even in  
9 her writing), and has been used to place a fraudulent LIEN with interest accruing from a date before costs  
10 were even submitted by KELMAN. Kramer prays this court VACATES the VOID JUDGMENT.

11 \_\_\_\_\_  
Date

\_\_\_\_\_  
Sharon Kramer, Pro Per

12 **DECLARATION OF SHARON KRAMER**

13 I am a never impeached US citizen who went above and beyond to stop a fraud in US public health policy.  
14 This litigation has been strategic litigation since it's inception. There is a new lawsuit in Judge Thomas  
15 Nugent's Department 30, in which I am currently gagged from writing a sentence not even in my purportedly  
16 libelous writing. The new case is based solely on the VOID JUDGMENT from this case. This is aiding to  
17 conceal what the courts have done, particularly the Fourth District Division One Appellate Court, to practice  
18 politics from the bench – not law – adverse to the public's best interest.

19 I declare the foregoing to be true and correct to the best of my knowledge under the laws of the State of  
20 California.

21 \_\_\_\_\_  
22 Date

\_\_\_\_\_  
Sharon Kramer, Pro Per