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8 SUPERIOR COURT OF THE STATE OF CALIFORNIA

9 IN AND FOR THE COUNTY OF SAN DIEGO - CENTRAL DIVISION

10 MICHAEL FOSTER, an individual, and) Case No.: 37-2023-00038663-CU-CO-CTL
11 USPTO Owner MCSI Intelligent Security, FD-))
2014/06/10 US Class Codes 021, 023, 026,))
12 036,03 SN: 86304785,))
13 Complainant,))
14 v.))
15))
16 PHILIP T. GILDRED, aka's: Tom Gildred,))
Thompson Philip Gildred, Philip T. Gildred))
17 Professional Businesses, The Gildred Family))
of San Diego,))
18 Defendants.))
19))
20 AND RELATED CROSS-ACTION.))
21))
22))
23))
24))
25))
26))
27 //I))
28 ///))

Case No.: 37-2023-00038663-CU-CO-CTL

**MEMORANDUM OF POINTS AND
AUTHORITIES IN REPLY TO
DEMURRER TO PLAINTIFF'S AMENDED
COMPLAINT[FIRST] BY DEFENDANT
Mr. PHILIP T. GILDRED
Aka Tom Gildred**

*[REPLY TO MOTION TO STRIKE
AMENDED COMPLAINT MS7IFILED
CONCURRENTLY)*

Date: August 02, 2024
Time: 8:30 a.m.
Judge: Hon. Blaine K. Bowman
Dept.: C-74

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 3 Code of Civil Procedure § 430.10(±) 1, 2
 4 Code of Civil Procedure § 430.50(a) 1
 5 Code of Civil Procedure § 338(d) 3
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7 **Other**

8 5 Witkin, Summary of California Law (9th ed. 1988)
 9 Torts, § 678, pp. 779-780 12

10 INTRODUCTION - SUBJECTIVE

11 To assume is not the same as euphemisms "Big," "Black," or "Dick," Words of Defendant Tom Gildred misrepresentation by impersonation as a "Mrs. Gildred" Specific Fact as in fraud counts.

12 Here to "Assume" is simply to equate oneself as a fool before the Court.

13 It also elevates plaintiffs Pro Se Status above "Homelessness or Displace" as This Court appears to reference in filings by the Clerk. Counsel's in Defendant Tom Gildred answers to the Amended Complaint [FIRST] asserts in the body of its Demurrer "Unintelligible," "Incoherent" to invite the Courts assumption or to rule or to sustain the Demurrer on its face filings used to delay and dissuade Unethical Conduct is rampant NOW in the face of Judge Blaine K. Bowman who's Forty-year judicial experience invites a coherent admissions: Michael Foster a ProSe Plaintiff in oral arguments 06/07/24.

17 *[By my own experience in person with (Res.Public place SD) Tom who's asceticisms concurred "That Couple" is the only political couple in San Diego who pretends "he" cannot be bought" on quote.]*

19 Even upon plaintiffs conclusory understandings, Defendants Here invites Plaintiff that Privileged to assert reasonings before The Honorable Blaine K. Bowman, [Fear] and to compel an argument with Counsels Delmore Greene, but most of all Plaintiff is advocating for ethical conduct in the Complaint Amended against Defendants immoral unethical conduct. An Establish San Diego Business Man.

22 Counsel admits, "I ASSUME" a document is NOT (A document not even close to Response herein). Counsel same breath continues before Hon. Judicial Officer Bowman to further suggest it was ethical by fact and Law (Live Court) That the Court Order Plaintiff to upload Counsel's version of The Amended Complaint.

25 The fact here is simple: Plaintiff Pro Se survive Defendants two false Criminal Police Reports, the product of a fatal mental disease erotomania, degradations by euphemisms even falsities to plaintiffs age and publications of an aged-older draft subscription of plaintiff to earn an unexpected "Non-Criminal Status" in Pro Se non-defendant minority status before especially Judicial Officer Blaine. This fact is enough to accept the Courts Conclusion "By Defendants answer to its own #2 demurrer prematurely. It is Proper the Court tentative order line5 " Plaintiff filed a substantive opposition to both Gildred's demurrer and motion to strike," "SUBSTANTIVE".

28 The Defendants Demurrer is denied consistent with fact, the Law and Unethical Conduct.

1 **I. INTRODUCTION**

2 As for defendant's answer to Plaintiffs rebuttal to its dissuasive deplorable demurrer the Court's
tentative rule already finds Plaintiffs Response by all appearance to be legally SUBSTANTIVE.
3 The Demurrer's instead uselessly "assumes" facts and law as to its own versions or titles.
4 Similar to Defendants filings it is clear defendant is not even reading plaintiffs responses or
responses yet to be filed. Rather defendants is focused on words by error as for "(1 lvs(2)".
5 Moreover Defendant's demurrer assumes a defendant "Cohen" with Gildred of which defendants is
the #2 demurrer relative too. (see Page 19 First paragraph.).

6 The amended complaint [FIRST] outlines the law and facts consistent with defendants past, current
7 and ongoing unethical harmful conduct sufficiently Count by Count and legal and factual specific
throughout the body of the the entire complaint. The Courts apparent sighting in tentative rule is also a fact.

8 The Amended complaint count 1 to 8 does not assume titles of facts legally actionable, trial-able as it established,
9 event by event spot-on even to place defendant Gildred physically and virtually culpable under each Count.

10 It is understandable Defendants admitted "assumption" being that Plaintiff is the legal neophyte to
Legal representation not nearly as experience as the Defendant Gildred or his selective Counsels.

11 The facts, by law and overwhelming preponderances defeats any cause defendants demurrer assumes
uncertain.

12 therefore demurrers to the Plaintiff's Amended Complaint as uncertain is for dissuasive
reasons only.

13 Amended Complaint spot-on places the defendant by sworn affirmation by written fact and other facts
14 sufficient to constitute a cause of action pursuant to
Code of Civil Procedure section 430.10, subdivisions (e) and (f).

15 Plaintiffs amended complain [FIRST] is not consistent (admitted) with high profile legal quantifications,
16 largely though the facts and preponderance only gravitate each current and ongoing act of unethical
conduct by Defendant Mr. Tom Gildred for misrepresentations The defendant even impersonated himself
17 as a "Mrs. Gildred as properly outlined in each associated actionable counts and throughout the complaint.

18 It is clear Defendants cannot respectfully submit to the Court that the Court should sustain the
Demurrer to Plaintiffs Amended Complaint [FIRST] base on assumption.

19 Included Here: the Court would find that it is "Apparent" the Amended Complaint submitted by
Plaintiff is SUBSTANTIVE enough to deny defendants demurrer/MTS in its entirety.

20 **II. LEGAL AUTHORITY FOR DEMURRER IS NOT IN DISPUTE**

21 "Defendants Demurrer however is for delays only." (*Hamilton v. Greenwich Investors*
22 *XXVI, LLC* (2011) 195 Cal.App.4th 1602, 1608.) A party against whom a complaint has been filed
23 may object, by demurrer, to the pleading as "uncertain," which includes "ambiguous and
24 unintelligible." (Code Civ. Proc., § 430.10, subd. (f).) Such a party may also object, by demurrer, to
25 the pleading where it "does not state facts sufficient to constitute a cause of action." (Code Civ.
26 Proc., § 430.10, subd. (e); see also Code Civ. Proc., § 430.50, subd. (a) ["[a] demurrer to a complaint
27 or cross-complaint may be taken to the whole complaint or cross-complaint or to any of the causes
28 of action stated therein"].) In addition, a complaint may fail to state facts sufficient to constitute a

1 cause of action based on "defects appearing on its face or from matters subject to judicial notice."
2 (*Alamo Recycling, LLC v. Anheuser Busch InBev Worldwide, Inc.* (2015) 239 Cal.App.4th 983, 994.)
3 Although the "facts alleged in the complaint are taken as true for purposes of a demurrer," a court
4 does not "assume the truth of contentions, deductions or conclusions of law" in determining its
5 legal sufficiency. (*Centex Homes v. St. Paul Fire & Marine Insurance Co.* (2015) 237 Cal.App.4th
6 23, 26, quoting *Aubry v. Tri-City Hospital District* (1992) 2 Cal.4th 962, 967.) A court properly
7 exercises its discretion in sustaining a demurrer without leave to amend when no "reasonable
8 possibility" exists that the plaintiff can amend the complaint to cure its defects. (*Jimenez v. Mrs.*
9 *Gooch's Natural Food Markets, Inc.* (2023) 95 Cal.App.5th 645, 653, 658-659.)

10 **III. LEGAL ARGUMENT**

11 **A. The Amended Complaint is certain. Because Plaintiff Refers to Various**
12 **Causes of Action and Asserts an Entitlement to Certain Relief With sufficient Supporting**
13 **Allegations.**

14 Defendant Mr. Tom Gildred is dissuasive to the fact of specificity on each Count of the
15 Complaint, each cause of action of the Amended Complaint abundantly substantiates
16 statements of facts in support of (Code Civ. Proc., § 410.30, subd. (f).) Specific for certain the Facts
17 assert in the body of the Amended Complaint reliefs for Breaches "The BEA Contract"
18 Offhandedness, Fraudulent Inducement "The Contract Executed," Negligence, Misrepresentations
19 "The Contract Not-Executed," unfair, deceptive, "Money Judgment in Judiciary Breach," and
20 "Outright FRAUDS: Use of Legal Filings in "Gildred v Foster" naming plaintiff as an "Impersonator of
21 Defendant Mr. Tom Gildred by specific frauds: "BIG, BLACK, and Dick," "Mental Disease Erotomania,"
22 Executing Fraudulent Criminal Police Reports in Two States.

23 In the body of The Amended Complaint various actionable causes states facts with specificity of Defendant
24 Mr. Tom Gildred impersonations in "Gildred v Foster," as: "A Mrs Carolina Gildred," "An Individual" and
25 as "The Plaintiff."

26 The Amended Complaint throughout states actionable causes of action and provided facts to
27 allegations to argue an entitlement to each relief. In other words, unlike Gildred v Foster Complaint,
28 the Amended Complaint does "set forth the essential facts of plaintiffs case with reasonable

1 precision and with particularity sufficiently specific to equate Mr. Tom Gildred of each nature, source,
2 and
3 extent of the cause[s] of action." (See *Gressley v. Williams* (1961) 193 Cal.App.2d 636, 643-644.)

4 Because of each precise actionable cause, Mr. Tom Gildred rather will not, is incapable, indefensible,
5 inapplicable or equipped to apply a persuasive response and therefore chooses to delay and dissuade from
6 an answer in simple which is only to admit to his harmful actions as of certain in the Amended Complaint.
7 On this basis, an Order to deny Defendant Mr. Tom Gildred demurring papers on grounds of
8 dissuasive, inapplicability to providing any defense, flagrant misinterpretations of the facts
9 ascertained by each actionable cause and the statements of fact throughout the body of the
10 amended complaint.

11 **B. The Amended Complaint Establish That Fraud is Applicable by the Statute
12 Of Limitations. Defendant Mr. Tom Gildred actions exist as of Date by: "The Contract," the
13 "BEA Contract,"(unexpired) and Breach of Judicial Order on the Contract," Harms to date:
14 On Plaintiff by his "False police reports," "Impersonations as an individual in "Gildred v
15 Foster" of himself as "A Mrs. Gildred," and of Plaintiffs body parts specific to size and color
16 are all specific to the Defendant Mr. Tom Gildred ongoing Frauds as ascribed by the Amended
17 Complaint with certainty.**

18 *Group* (1996) 48 Cal.App.4th 471, 480-482; see also Code Civ. Proc., § 338, subd. (d).)

19 The demurrer has no based to demur on the statute of limitations and is moot by the complain pleading
20 facts which states specific time-lines and the graphic mannerisms of defendants Mr. Tom Gildred
21 To which the discovery of frauds are inevitable and are consistently ongoing.

22 (See *Lauckhart v. El Macera Homeowners Association* (2023) 92 Cal.App.5th
23 889, 901; see also *Cansino v. Bank of America* (2014) 224 Cal.App.4th 1462, 1473 ["[t]he basis of
24 the discovery must be pleaded with specificity"].) Here, Defendant Mr. Tom Gildred Frauds continues
25 By inducement by his continued enactment of "The Contract," (noted in Cross-Complaints), and his
26 intentional misrepresentation continues indefinitely by "Gildred v Foster" as of date.

27 Defendant Mr. Tom Gildred is have Not denied fraudulent impersonations: "As Mrs. Gildred", or as a
28 Victim associated to Two "False Criminal Police Reports" in Two States, or as "An individual" to Assert
29 Plaintiffs private body part "BIG, BLACK and DICK," or "Mental Disease Erotomania," all ongoing and
30 Defendant Mr. Tom Gildred have not denied additional facts which are not limitations statue based.

31 **C. Count 1 of the Amended Complaint State Certain Facts Sufficient to
32 Constitute a Cause of Action for Breach of Contract as a Matter of Law by the mere fact "The
33 Contract has No Expiration Date" and is perpetually enshrined by Defendant Mr. Tom Gildred
34 Signature and Defendants actions to date on movement effectively on the Contract.**

35 Defendant Mr. Tom Gildred breaches of The Contract unexpired grandfathers the BEA contract and all
36 actionable causes that brings harm to plaintiff from the day he first made his Cash deposit to the BEA.
37 (See *Gautier v. General Telephone Co.* (1965) 234 Cal.App.2d 302, 305; see

38 also *Hamilton v. Greenwich Investors XKVJ, LLC, supra*, 195 Cal.App.4th at p. 1614 ("[t]he

1 essential elements of a breach of contract claim are: '(1) the contract, (2) plaintiffs performance or
2 excuse for nonperformance, (3) defendant's breach, and (4) the resulting damages to plaintiff "[.]'.
3 The complaint also "must indicate on its face whether the contract is written, oral, or implied by
4 conduct." (See *Otworth v. Southern Pacific Transportation Co.* (1985) 166 Cal.App.3d at pp. 458-
5 459; see also Code Civ. Proc., § 430.10, subd. (g) [a defendant may object to a complaint by
6 demurrer when, "[i]n an action founded upon a contract, it cannot be ascertained from the pleading
7 whether the contract is written, is oral, or is implied by conduct"].) When "the action is based on an
8 alleged breach of a written contract, the terms must be set out verbatim in the body of the complaint
9 or a copy of the written instrument must be attached and incorporated by reference." (*Otworth v.*
10 *Southern Pacific Transportation Co.*, *supra*, 166 Cal.App.3d at p. 459.) If the contract is oral, there
11 must be "an allegation of such verbal agreement by setting forth the substance of its relative terms."
12 (*Gautier v. General Telephone Co.*, *supra*, 234 Cal.App.2d at p. 305.) Count 1 The Amended
13 Complaint have established these conditions with clarity and may not be to defendants satisfactions but
14 are cause of action for breach of contract in accordance with applicable pleading per code requirements.

15 Defendant Mr. Tom Gildred unexpired breaches of contract are clear to inform a relief
16 beginning with the first required element because it out performs the existence of a binding contract between
17 That is yet to expire. (See *Munoz v. Patel* (2022) 81 Cal.App.5th 761, 772-774.) As for the BEA
18 Contract it also is unexpired as for the continuance of Defendant Mr. Tom Gildred inactions which
19 refers to Count 1 as a relating to an "oral/verbal and implied by conduct," its grandfathered and it
20 remains clear the relief sought from the B EA breach of an oral contract, and the written contract,
21 both.

21 Defendant demurring papers did not deny his fraudulent Police Department (SDPD) and The City Of New
22 York Police Department (NYPD).

23 Defendant Mr. Tom Gildred did not deny the abundance of Breaches, highhandedness exhibit by
24 The unexpired contract to which list Plaintiff Trademarked URL for delineations.

25 Defendant Mr. Tom Gildred also did not deny his impersonation as Mrs. Gildred.

26
27 Defendant instead exacerbates his lack of moral ethics by failing to: (1) acknowledge the
28 substance of the BEA oral contract, the Contract not-executed and the unexpired ongoing
Contract each of which ads merit to plaintiffs cause of action for a breach of contract.

1 reference for example Defendant could not deny The Contract enforcement actions in part to
defraud the USPTO TEAS registration of a Trademark.

2 These and other statements of fact verbatim in the body of the Amended Complaint are clear in the
3 Amended Complaint to show fraudulent misrepresentation in defendant breach of contract.

4 Defendants Demurring paper succinctly admits to the Contract to which adduce Delineations of
Plaintiff's Business URLs fraudulently.
5 The result of these ambiguities and omissions is that basic question as for each contract in breach.
6 Plaintiffs breach of contract claims properly aligned culpability with intent to harm plaintiff by the
defendants in:

7 Contract unexpired "The BEA Contract," "The Contract" written Not-Executed and The Contract
induced UnExpired. Defendant's demurring papers did not deny specificity of dates and time of
8 Payment as a or Deposits received from Defendant Paid to Plaintiff and or why this was necessary?
(See *Amid v. Hawthorne Community Medical Group, Inc.* (1989) 212 Cal.App.3d 1383, 1388.)
9

10 By the Defendants lack of admission to these clear facts makes the cause of action for breach of
contract indeed trial-able.

11 Further compelling this conclusion is defendants lack of acknowledgment to the remaining

12 Facts for cause of action for breach of contract. First, Defendant did not acknowledges the facts to

13 establish that he met with Plaintiff and paid too Plaintiff \$5,000 cash deposit to the BEA Contract or
his obligations under the verbal BEA agreement is not continually in breached.

14 In the body of the Amended Complaint Plaintiff clearly states under the "The Contract" Terms
15 induced vs the un-executed Contract terms and the Original BEA Contract. but defendant neglects to
Even admit his input to each of these contracts.

16 The Amended Complaint, Second, Plaintiff demonstrated those ongoing facts to demonstrate the
history of defendant's culpability and his penchant for actively inducing unethical civil violations.
17 Serial breaches over the several contracts. (See *Gautier v. General Telephone Co., supra*, 234

18 Cal.App.2d at p. 305 ["the facts constituting the defendant's breach [is] stated with

19 certainty".) The defendants history and conduct exacerbates the contract and its terms, it is

impossible to
20 Assumed defendant Mr. Tom Gildred acted consistent with ethical normalcy to, reasonable
21 expectations, obligations under, during verbal admissions, Gildred v Foster and the current ongoing
inactions of the Contract unexpired.

22
23 Defendants instead prolongs with arguments of more confusion to in his demurrer to sub-count

24 "irrelevant to the core factual element of law which supports the Amended Complaint in its entirety.
25 Likewise the Defendant Mr. Tom Gildred elusiveness to the facts is yet consistent with the defendants
unethical standards.

26 Plaintiff cause of action for breach of contract. (is lawfully abundant and is trial-able)

27 -Defendants divisively states - Count "1a" fails to state a breach of contract claim but fail
28 to include plaintiff statements in the body of the text of the complaint
Is "breach of contract" which exists under California law and, rather establish

1 the elements of breach of contract, Defendant instead inserts inapplicable conclusions to name as
allegations

2 Overall submitting his own unethical version in hopes simply by omission of the facts allows for
informing his statement as the only correct interpretation. This is unethical.

3 -- Again, Defendant fails to admit Count "1b" state a claim for "actual breach of
4 contract" because, He is rather attempting to set forth his own version of elements of breach
of contract, **which is unethical.**

5 Defendants Demurring continues in unethical vitriol again to dissuade plaintiff actionable cause of
action on the basis of legal choice of wordings but does not assert the raw facts by the claim.

6 -- Count "1e" states a claim for "implied" breach of contract" disavowing the
7 Claim simply because the term implied is intentional misinterpretation of the combined wording which
also is unethical. (*Id.* at pp. 21-23.)

8 According to Plaintiffs Amended Complaint, the cause of action is that Defendant

9 Gildred unethical actions are to dissuade his responsibility by filing of a demurrer to Plaintiffs "
10 breach of contract and is "expected" to occur but plaintiff amended complaint is sufficient to answer.

11 February 16, 2024. (*Ibid.*) It is self-evident, Defendant's filing a demurrer per code is misconstrued.

12 As for Code of Civil result to a breach of contract rather than defendants admit "implied"
13 breach. Which is is recognized under California

14 (See *Yari v. Producers Guild of America, Inc.* (2008) 161 Cal.App.4th 172, 182 ["[a]

15 cause of action for breach

16 of implied contract has the same elements as does a cause of action for breach of contract, except
17 that the promise is not expressed in words but is implied from the promisor's conduct"].)

18 In sum, the elements of evasiveness in the demurrer to breach of contract should be dismissed

19 The very wording in response is unethical as it overrides the facts ascribe to the claim. (See *Rakestraw v.*
20 *California Physicians' Service* (2000) 81 Cal.App.4th 39, 43 [" [i]f the complaint fails vs defendants version or convenient
interpretations.,

21 On the essential element of particularly defined by the cause of action. Here t h e court should
affirm the plaintiffs statements as the courts interpret with ,an ethical conclusion.

22 Here, Defendant unethically again has infused its own version of the actionable elements. The Court
therefore

23 should implement an ethical interpretation and confirm defendant Mr. T o m Gildred's demurrer to
Count 1 is dissuasive and is nothing but an induced version of the law Complaint.
24 (See *Otworth v. Southern Pacific Transportation Co.*, *supra*, 166 Cal.App.3d at pp. 458-459.)

25 **D. Counts 2, and 3 of the Amended Complaint State Essential Facts**
26 **Sufficient to Constitute Causes of Action for Fraud in the Inducement as a Matter of Law.**

27 Like as is expected, Defendants exalts itself cnhas minor technical improbability to assert
cause of
28 fraud in the inducement in Counts 2, and 3 of the Amended Complaint cause for
sustaining a demurrer because count 2 is misspelled as "11". (See

1 Instead of demurring defendants exacerbates vitriol of Plaintiff Pro Se Count "11" **to be eleven**

2 But the Amended Complaint for "Fraud in the inducement is clear enough as the court will interpret.

3 The tort of fraud here: insulates the required pleadings sufficiently and prove elements of fraud,

4 including "(a) a misrepresentation (false representation, concealment, or nondisclosure); (b) scienter

5 or knowledge of its falsity; (c) intent to induce reliance; (d) justifiable reliance; and (e) resulting

6 damage." (*Hinesley v. Oakshade Town Center* (2005) 135 Cal.App.4th 289, 294.) "Plaintiff on

7 Fraud here
pleaded with particularity," which "necessitates pleading facts which 'show how, when, where, to

8 whom, and by what means the representations were tendered.'" (*Lauckhart v. El Macera*

9 *Homeowners Association, supra*, 92 Cal.App.5th at p. 903, internal quotation marks and italics

10 omitted, quoting *Small v. Fritz Companies, Inc.* (2003) 30 Cal.4th 167, 184; see also *Cansino v.*

11 *Bank of America, supra*, 224 Cal.App.4th at p. 1469 ["[f]raud allegations 'involve a serious attack on

12 character and therefore are pleaded with specificity," internal quotation marks omitted.]) "This

13 means: (1) general pleading of the legal conclusion of fraud is insufficient; and (2) every element of

14 the cause of action for fraud must be alleged in full, factually and specifically, and the policy of

15 liberal construction of pleading will not usually be invoked to sustain a pleading that is defective in

16 any material respect." (*Wilhelm v. Pray, Price, Williams & Russell* (1986) 186 Cal.App.3d 1324,

17 1331.) "The mere lack of legal eloquence is not enough to negate absence as the court would determine

18 most of all not only one of these required element existed in the body of plaintiffs amended
For certain the court will interpret these elements of fraud overwhelming attributes to this claim that is the

19 situation here.
In Counts 2, (not eleven), and 3 of his Amended Complaint, the court will interpret

20 elements of fraud
with the required particularity.

21 Defendants demurring papers continues to negate eloquence in legal structure [wording] to support a

22 its version of the cause of action for fraud in the inducement.
For example, within the

23 scope of fraud in the inducement defendants attempts to mix of words to meaninglessness of frauds

24 to,that Mr. Gildred "negligently
misrepresented the facts" and "may have honestly believed that the representation was true."

25 Amended Complaint, if it were Given that Defendants unethical interpretation is true elements

26 of a claim for fraud in the inducement of the Amended Complaint would concern the court in its rule

27 Defendant Mr. Tom Gildred by each rebuttal in his demurrer is another highlight of unethical conduct.

28 **Plaintiff amended complaints for fraud in the inducement is trial-able.**

1 In addition, also courts will assert fraud in the inducement with particularity here is readily
2 apparent per code and as for each cause of action, case history and defendants acumen ethically
3 questionable in the context.

The Amended Complaint sufficiently equates to law in this cause of action:

4 -- Plaintiff does not have to specify an **enlarged version just to satisfy**
5 **the defendants demurrer which is unethical flat on its face.**
(See *Lauckhart v. El Macera Homeowners Association, supra*, 92 Cal.App.5th at p. 904.)

6 It is unethical to assert an only statement defendant accepts a uniquely true.

7 If demurring or complaints were to survive only the defendant unethical conclusion per code would not apply.

8 Defendant overall digressiveness is to avoid providing evenly ethical responses reasonable to the counts
9 included through the amended complaint

10 -- The amended complaint facts support Mr. Tom Gildred impersonations are several.

11 His signature is document proof to Plaintiff in which he adduce multiple falsifications. (See *State Farm*
12 *Fire & Casualty Co. v. Keenan*
(1985) 171 Cal.App.3d 1, 29.)

13 -- The amended Complaint facts support multiple unethical standards per civil code
14 violations a variety of specific facts that show Mr. Gildred intended to induce.

(See *Reeder v. Specialized Loan Servicing LLC* (2020) 52
15 Cal.App.5th 795, 804 [in addition, defendant Mr. Tom Gildred unfolds a version he calls "facts-
16 lacking " circumstances" is another way of casting "nevertheless" on his unethical nature attributed
17 to demure instead of an honest admission or in simple reply answer to the amended complaint.

The defendants demurrer softens down to "A promise when it was made constitutes the "very sort
18 as general and conclusory which does not hold defendant Mr. Tom Gildred accountable".

Tindell v. Murphy (2018) 22 Cal.App.5th 1239. 1245

19 [trial court will not sustained a demurrer to a fraud cause simply on technical lawyer vs pro
20 se wordings in the demurrer of the defendant represented by adequate counsels. The
21 Courts action upon finding throughout the body of the complaint, case history will deny a demurrer
22 On finding, in relevant parts, that the Amended Complaint [FIRST] sufficiently contain
23 Trial-able facts to support defendant Mr. Tom Gildred breaches with intent to deceive"].)

24 -- The Amended Complaint [FIRST] sufficiently outperforms in pleadings offer
25 "relevance." Fraud:

26 showings 'actual' reliance, the representation was an 'immediate cause' that altered ethical legal
27 relations," and "'justifiable' reliance, defendants history of circumstances make it reasonable for
28 ascertain, to accept defendant's statements without an independent inquiry or investigation."

(*Wilhelm v. Pray, Price, Williams & Russell, supra*, 186 Cal.App.3d at pp. 1331-1332, italics

29 omitted.) The Amended Complaint [FIRST] outperforms trial able facts to show any defendant
30 applicable to Plaintiff circumstances reasonable will actually and justifiably rely on
31 any statements by the Defendant Mr. Tom Gildred. (See *Rill v. Roll International Corp.* (2011)
32 195 Cal.App.4th 1295,
33 1307 ["as for common law fraud here; **attributes sufficient facts**

34 required with particularity, by circumstance, defendants history, acumen of the pleadings, case
35 history and for all the traditional elements, _s_

1 including not just misrepresentations here sufficiently the plaintiffs justifiable reliance"].)

2 -- Quantum, The amended complaint [FIRST] is persuasive in detail context, specific
3 and throughout the body holds sufficiently the outperforming of specific facts regarding
4 the damages, relief claims to harms by the defendant Mr. Tom Gildred to inflict
5 Sufferings as a result of Plaintiff reliance. (See *Lauckhart v. El Macera Homeowners Association, supra*,
6 92 Cal.App.5th at p. 904.)

7 In sum Defendant Mr. Tom Gildred breaches derives from his unethical conduct, similarly in defendants
8 demurring papers are significant or conclusion of statements adduce to misinform, dissuade, turn away
9 from, cover up and passively supplement the specific facts allege in each count and lodge in the body of
10 the complaint amended [FIRST]. Plaintiff pro se has outperformed the facts needed to plead each
11 and every element of fraud in the in the inducement with the prerequisite circumstances, case history
12 With particularity, Counts 2, and 3 of the Amended Complaint actionable by law and trial-able.
13 (See *Wilhelm v. Pray, Price, Williams & Russell, supra*, 186 Cal.App.3d at p. 1331.) Consequently, the Court more than likely
14 will Deny every instance of defendant Mr. Tom Gildred demurrer and as such a denial to
15 include in part for filing of the demurrer per code for unethical purposes.

16 **E. Counts 4 and 5 of the Amended Complaint Outperforms Facts Sufficient to
17 Constitute Causes of Action for Intentional Misrepresentation as a Matter of Law.**

18 Defendants lifted "two virtually identical causes of action for intentional
19 Misrepresentation" is unethically falsifying Plaintiffs true accounts as describe of these counts specific
20 and throughout the body of the Amended Complaint [FIRST]. Defendants exacerbates unethical standards
21 by surgically lifting element it asserts relevant or non factorial in support of and to replace each out
22 performing fact specific and throughout the body of the complaint on this cause of action.

23 **Unethical statement" Amended Complaint, referred to by Plaintiff as**

24 intentional misrepresentation "1&2," which lack the required factual specificity" is simply false.
25 applying case history, defendants Mr. Tom Gildred breach history and and pro se vs the eloquent wording of
26 defendant with adequate counsel it too is an element of unethical conduct. The Amended Complaint assert
27 Here: "With particularity as many as seven essential factual elements are included: 'The defendant
28 to the plaintiff that an important fact was true; that representation was false; Mr. Tom Gildred
29 knew the representation was false and unethical when he made it, he made the
30 representation recklessly without regard for truth; defendant Mr. Tom intended plaintiff accept and
31 rely on the representation; as such earned plaintiff reason to rely on the representation; The amended
32 complaint asserts these unethical conduct as preemptive in adverse to plaintiff and brought substantial
33 harmed; and his unethical conduct cause plaintiffs reliance on his representation, by defendants acumen,
34 history the amended complaint outperformed this count as a substantial factor in causing harm to plaintiff
35 And was, and remain intentionally unethical.'" (*Lauckhart v. El Macera Homeowners Association,*
36 *supra*, 92
37 Cal.App.5th at p. 903, quoting *Manderville v. PCG&S Group, Inc.* (2007) 146 Cal.App.4th 1486,
38 1498.) The same legal principles that govern the pleading of fraud in the inducement apply to the
39 pleading of intentional misrepresentation. (*Id* at pp. 903-904.) Adversely here: unethical pattern is
40 quantum to the amended complaints facts by specificity and throughout the body of the complaint certain
41 to plead essentials and for cause of action trial-able facts to defendant Mr. Tom Gildred unethical conduct
42 of each cause of action for intentional misrepresentation with the case history, defendants Mr. Tom
43 Gildred breach history and and pro se vs the eloquent wording of defendant with adequate counsel it too
44 an element of unethical conduct.

45 (See *Rakestraw v. California Physicians' Service supra*, 81 Cal. App.4th at p. 43.),

1 Further the amended complaint [FIRST] outperforms the elements of intentional
2 misrepresentation with specificity enough overall throughout and for defendants unethical acts
3 particularity. For example, in both Counts Plaintiff simplifies with specificity that: he unethically
4 inform plaintiff with details of Gildred Building development company use of specific business URLs and
5 "intentionally made" unidentified "fraudulent and false material statements of fact to
6 (He used the expired status of fornication and adultery "knowingly" to make such unidentified "false
7 representations" by impersonation of Mrs. Carolina Gildred, in person, written and "Gildred v Foster"
8 "intended" for Plaintiff to "rely" on this "conduct", by his status and acumen, Plaintiff "reasonably
9 relied" on such unidentified, unethical, abrasive quantum dissuasive, pervasive and corrupt with intent
10 "false statements," which resulted in "expenses incurred," and he inundated damage of significant
11 harms to plaintiff"

12 Here Plaintiff amended complaint [FIRST] outperforms on additional Counts continued with specificity
13 theintentional misrepresentation claimed by Plaintiff relates to specific acts statement by conduct
14 made by defendants throughout regarding unidentified "obligations" the contract signed by force not
15 to include the edits as for the "instruments of the
16 agreement." fraudulently executed (*Ibid.*) Plaintiffs conclusory allegations in this count
17 outperforms clarity and is sufficient to establish additional unethical conduct spotting defendant
18 As the specific element of and for the cause of action for intentional misrepresentation:

19 -- The amended Complaint is profound to descriptively assign dates, times to which denotes defendant
20 solely applicable with specificity to each unethical act and defines his unethical conduct by factually
21 placing defendant with plaintiff on specific dates and times, that he unethically represented
22 that he is ethical on important fact as was presented to be true. (See *Lauckhart v.*
23 *El Macera Homeowners Association,*
24 *supra*, 92 Cal.App.5th at pp. 903-904.)

25 -- Plaintiff does not allege with specific facts even one false statement that Mr. Gildred
26 purportedly made to him or how Mr. Gildred purportedly made such a statement. (*Id.* at p. 904.)

27 -- The demurring paper does not deny plaintiff's specific facts that support his
28 unethical conduct by defendant Mr. Tom Gildred actions history, persistent falsity that
29 knew statements he made to were false when made and made such statement by impersonation, in
30 person and by statement to his sworn affirmations to each unethical transaction to plaintiff business urls.
31 (See *State Farm Fire & Casualty Co. v.*
32 *Keenan, supra*, 171 Cal.App.3d at p. 29.) His demurrer confirms each unethical cause by each
33 false interpretation now synonymous to that of defendant Mr. Tom Gildred. The complaint amended.
34 [FIRST] spots the defendant intuition "he" Defendant Tom Gildred "may have honestly believed" that
35 the unspecified "representation was true."

36 -- Defendant with Counsel fails to acknowledge EACH specific facts that show Mr.
37 Gildred intended for
38 Plaintiff to rely on such statements. (See *Reeder v. Specialized Loan Servicing LLC, supra*, 52
39 Cal.App.5th at p. 804.)

40 -- Throughout the body and specific to each cause per code the amended complaint
41 [FIRST] applies with specific facts attention to show by defendants annulment
42 to the facts by spot on actions of physical conduct in person, by impersonation and by sworn
43 written affirmation explained throughout the body of the complaint amended that he Mr.
44 Tom Gildred the Defendants actually and justifiably
45 relied on those unethical statements. (See *Wilhelm v. Pray, Price, Williams & Russell, supra*, 186
46 Cal.App.3d at pp. 1331-1332.)

-- Defendant evades to unspecific facts but did not deny facts with certainty spot-on that set forth to Defendant Mr. Tom Gildred unethical harmful conduct exacerbates impersonation as a "Mrs. Gildred," "an individual," a psychiatrist," and "a victim" ascribed to Plaintiff. his falsifying 2 police reports, his propagating, causing to propagate a mental disease of erotomania and obsession to perversion in the defendant's producing of repugnant euphemism Big Black Dick and overall his ongoing conduct as a result of his sworn written statement of admission in "Gildred v Foster" (See *Lauckhart v. El Macera Homeowners Association, supra*, 92 Cal.App.5th at p. 903.)

-- Defendant evades to unspecific facts but does not deny spot-on specific facts regarding the harms of undue expenses, lost of goodwill plaintiff suffered due to reliance on defendant Mr. Tom Gildred unethical conduct as for specific his cause of misrepresentation: impersonation as a "Mrs. Gildred," in Gildred v Foster, "an individual as for a psychiatrist," and "a victim" ascribed by defendant's falsifying criminal conduct of Plaintiff and publicizing the reports to promote his unethical conduct. (See *Wilhelm v. Pray, Price, Williams & Russell, supra*, 186 Cal.App.3d at p. 1331.) On this basis, Plaintiff only recourse is the Court's adjudications to reverse defendant Mr. Tom Gildred's harmful unprovoked conduct. demurrer to Counts for misrepresentation is succinct, specific and spot-on to place defendant mr. Tom Gildred on each count with specificity to even include defendant's vindictive motive in these counts and throughout each additional counts and the body of the complaint amended [FIRST].

F. Count 6 of the Amended Complaint State Facts abundantly Sufficient to Constitute a Cause of Action for Negligent Misrepresentation as a Matter of Law.

Negligent misrepresentation here includes derivatives of defendant Gildred's spot-on impersonation deceit" (*Loken v. Century 21-Award Properties* (1995) 36 Cal.App.4th 263, 272.)

The factual element conduct and motive:

include "(1) the misrepresentation of a past or existing material fact, (2) without reasonable ground for believing it to be true, (3) with intent to induce another's reliance on the fact misrepresented, (4) justifiable reliance on the misrepresentation, and (5) resulting damage." (*Tindell v. Murphy, supra*, 22 Cal.App.5th at p. 1252, quoting *Apollo Capital Fund LLC v. Roth Capital Partners, LLC* (2007) 158 Cal.App.4th 226, 243.) Like fraud, "negligent misrepresentation here is well pleaded with particularity a in addition to description of defendant unethical history ascribing to Motive and by facts definitive on 'how, when, where, to whom, and by defendant on going means the representations past to present and ongoing is being tendered.'" (*Charnay v. Cobert* (2006) 145 Cal.App.4th 170, 185 fn. 14, quoting *Lazar v. Superior Court* (1996) 12 Cal.4th 631, 645.) Each element of facts holds to plead

Defendant's history for negligent misrepresentation with particularity corroborates this Count **successfully and throughout the body of the [FIRST] Amended**

Complaint, with inexplicableness spot-on to physically place Tom as for his negligent misrepresentation "1&2." (See *Rakestraw v. California Physicians' Service, supra*, 81 Cal.App.4th at p. 43.)

"As the amended complaint [FIRST] factually describes negligence, [p e r c o d e] responsibility for negligent misrepresentation here properly rests upon the existence of ethical legal duty by Defendant's acumen owed to plaintiff but result to injury." (*Lueras v. BAC Home Loans Servicing, LP* (2013) 221 Cal.App.4th 49, 95, omission in original.) Overtly, overwhelmingly, Definitively, severally on this Count enshrined throughout each additional Counts this act however,

1 The amended complaint [FIRST] places the defendant not only as for past accounts, but with Motive
2 specific to the Counts bu conduct as currently Ongoing properly with particularity each factual
3 element by motive on which Mr. Gildred continues to be that product of misrepresentation to which
4 owes an ethical legal duty. "The very element of his demurring exacerbates ongoing negligent
5 misrepresentation. The amended Complaint: this Count is especially specific by accurately establishing
6 The facts spot-on placing defendant negligent to ethical duty to communicate accurate information."
7 (*Friedman v. Merck & Co.* (2003) 107 Cal.App.4th 454, 477.) This Count definitively ascribe to
8 such facts without dispute in simple;
9 Defendant Mr. Tom Gildred by history, current and ongoing holds to an ethical legal duty because of
10 Affluence as an established business and professional entrepreneur" while Plaintiff is a "poor
11 person without legal counsel but one to hold intellectual talents defendants needs at the cost of
12 delineation of Plaintiff and plaintiff business URLs defendant sworn to in Gildred v Foster.

13 For these purposes negligent misrepresentation claim is abundantly sufficient throughout the body of
14 the complaint amended [FISRT1. This Count-Cause of Action is trial-able flat on its face to
15 state fads sufficient to constitute a cause of action.

16 The demurrer is unable to demonstrate that Defendant Mr. Tom Gildred here do not owe to the
17 standard of an ethical legal duty, that Mr. Tom did not actively participate in each

18 Of the amended complaint [FIRST] description of facts consistent with the essential elements of a cause
19 of action trial-able for the defendant Mr. Tom Gildred overall negligent misrepresentation
20 in Count 6. (and as ascribed throughout the body of Amended Complaint.)

21 -- The amended Complaint [FIRST] efficiently include facts with specificity trial-able Counts overall to
22 specify here the unethical conduct active and ongoing by the Defendant's unprovoked conduct of
23 Impersonations by misrepresentations of "past or existing" material fact.

24 By this Count facts of defendants impersonation is clearly outperformed. "active and ongoing falsities of
25 Material fact" to him is related to specific obligations to hold to ethical standard prior to execution of
26 the Contract "instruments holding Plaintiff signature and to include edits to contract.

27 The amended Complaint [FIRST} outperforms this count with facts trail-able with specificity
28 to confirm each active, past and ongoing misrepresentations with particularity.

29 The demurrer is precarious and over abundantly an admission of the facts by excessive denial to each
30 count and overall definitive unethical active past and ongoing conduct ascribe by the Complaint
31 throughout the body of the Complaint amended. [p]redictions are inevitable if defendants actions
32 of unethical conduct is current and ongoing as to future events, or statements as to future action
33 by some third party, are deemed

34 *Co.* (1991) 2 Cal.App.4th 153, 158, quoting 5 Witkin, Summary of Cal. Law (9th ed. 1988) Torts, §
35 678, pp. 779-780.) Specific definition regarding the nature of defendant's misrepresentations by
36 multiple personality impersonations are yet ongoing. The amended Complaint is not merely
37 opinions, but active actionable fraud.'" (See *Tarmann v. State Farm Mutual Automobile Insurance*
38 equally essential as negligent misrepresentation here is a "positive assertion." (*Wilson v.*
39 *Century 21 Great Western Realty* (1993) 15 Cal.App.4th 298, 306.) "Implied conduct"
40 depicting acts or conduct "Ongoing" are not mere "assertions", Defendant's active impersonations and
41 representations are "specific enough" to maintain trial-able cause of action for negligent
42 misrepresentation.

43 -- Plaintiff is specific to include facts to support trial-able claims that Defendant Mr. Tom Gildred
44 By sworn statement "Gildred v Foster" is actual fact [L]ive to ascertain reasonable ground
45 for believing it to be true. (See *Tarmann v. State*
46 *Farm Mutual Automobile Insurance Co.*, *supra*, 2 Cal.App.4th at p. 159; see also *Wilhelm v. Pray*,

1 *Price, Williams & Russell, supra*, 186 Cal.App.3d at p. 1333 throughout the complaint is it
2 Clear that Defendant falsified his persona unethically, with motive honestly believing the conduct to be
3 true but having no reasonable ground for such belief]. The complaint amended is novel to refer to active, current,
4 ongoing impersonation, overall unethical conduct specific to "false statements"
5 Formally identifiable and consistent with each of three "agreement contracts" and "addendum to
6 the fraudulently executed with inducement agreement contract."
7 -- Again: the Amended Complaint [FIRST] outperforms facts spot-on for certain to physically place
8 defendant Tom Gildred unethical conduct past and existing intent to fraudulently induce not
9 just plaintiff reliance as included throughout the body of the amended complaint [FIRST] defendant
10 assert reliance overtly, Spot-on as the amended complaint properly defined Plaintiff actually
11 and justifiably relied on those statement by the defendant Mr. Tom Gildred physically and virtual
12 Tom Gildred breaches are of unethical nature surmounting to the damages to each trial-able
13 claim he intended to cause harm to plaintiff as a result of such
14 reliance. (See *Tindell v. Murphy, supra*, 22 Cal.App.5th at p. 1252; *Charnay v. Cobert, supra*, 145
15 Cal.App.4th at 185 fn. 14.)
16 -- The Amended Complaint [FIRST] steadfastly outperformed the relevance question to
17 cause each and everyone specifically and withing the body of the amended
18 complaint, with specific facts, to place defendant spot-on acted
19 with intent, is actively doing so and will continue his unethical conduct here the complaint is
20 specifically focused on this trial-able conduct for "negligent misrepresentation ascribed to each
21 fact of intent to deceive." (See *Aloncada v. West Coast Quartz Corp.* (2013) 221 Cal.App.4th 768 781.)
22 The complaint amended [FIRST] outperforms to each and every required element with specificity
23 and clear overall preponderances throughout the amended complaint, This cause
24 Count 6Efficiently asserts unethical impersonation active, past and ongoing sufficient to constitute a trial-able
25 cause of action for indiscriminate, abundantly unprovoked negligent misrepresentation.
26 The facts outperforms any option to demur as it is certain to place the
27 defendants unethical acts as currently ongoing and within statute of limitations,
28 Indefinitely by virtue of the ongoing active unexpired agreement. (See *Ventura County National
Bank v. Macker* (1996) 49 Cal.App.4th 1528, 1531-1532.) Accordingly this Count asserts to a trial-able cause.
The Amended Complaint here is certain with specificity and throughout the body of the complaint
to inform properly the fact in defendant's negligent misrepresentation accrued, in effect is active and is of
certain actively ongoing by virtual of defendants enforcement of the unexpired contract.
(See Amended Complaint, pp. 39-40.) The amended complaint [FIRST]for this trial-able cause
affi,negligent misrepresentation therefore is g r an dfath erde -from any statute of limitations as a
matter of law regardless, alertly without dispute this cause is renewed consecutive)y.
(See *Ventura County National Bank v. Macker, supra*, 49 Cal.App.4th at 1529

23 Any substance for sustaining defendants demurrer is windless sailings. The defendants #2 demurrer
24 is simple a fully loaded waste and must be properly denied.)
25 It is hard to tell if the defendant's demurrer is indicative of Mr. "Cohen" or Defendants Tom Gildred see
26 page 19 first paragraph - The Demurrer in its entirety is inconsistent with the facts undisputed, trial-able
27 which ascribed to defendant's active, past and ongoing unethical conduct specially the amended complaint
28 [FIRST] outperforms each reasonable trial-able expectation Cause by Cause and throughout the body of
the amended complaint the defendant is clear actively by his [O]ngoing conduct depicted with specificity.
Count by Count and within the body of the entire complaint the amended complaint [FIRST] defines with
specificity each trial-able cause sufficient to overrule any statute of limitations argument for the very fact
that the agreement reliant unexpired and the defendant is actively informing a conduct of unethical
impersonation.

**G. The Amended Complaint [FIRST] outperforms Facts Sufficient to
Constitute within statues active, past and ongoing trial-able cause for Defendant Mr. Tom
Gildred - Unjust Enrichment as a Matter of Law, facts and overall preponderances**

As a matter of LAW; unjust enrichment exists here. (*Melchior v. New Line
Productions, Inc.* (2003) 106 Cal.App.4th 779, 793; see also *McKell v. Washington Mutual, Inc.*
(2006) 142 Cal.App.4th 1457, 1490 [The facts are actionable for unjust enrichment".]) In
continuing or ongoing enforcement of the contract unexpired. As such unethically unjust enrichment is
applicable cause of action here and in general the complaint throughout underscores various
legal doctrines to asserts reasoning of this trial-able ongoing unethically conduct." (See
Melchior v. New Line Productions, Inc., supra, 106 Cal.App.4th at p. 793.)
Specifically, "unjust enrichment is a basis for obtaining restitution HERE "THE CONTRACT IS
UNEXPIRED.
CThe ontract continues to impose restrictive measures with cost to plaintiff constructive trust." (*McKell
v. Washington Mutual, Inc., supra*, 142
Cal.App.4th at p. 1490.) because the contract has no expiration date, Plaintiff has every right to
examine the cause for restitution for defendant's unjust enrichment past to present until an expiration
under either by defendants retraction of the contract or the Court's cancellation.
Even regardless to specificity the existence of the contract unexpired arise to unjust enrichment. As for
defendant Mr. Tom, Mr, Philip T. Gildred signed affirmation to the agreement, which renders him
culpable, specific by law trial-able an impersonator, a fraud and a sworn individual to unjust enrichment
theory, in practicability, spot-on, acquirable, physically placed, by his own affirmations active and ongoing
"Defendant is for certain applicable". (See *Durell v. Sharp Healthcare* (2010) 183 Cal.App.4th
1350, 1370.) Inevitably the complaint does state for certain but even if it did not [T]his claim based
on quasi-contract or imposition of constructive trust is inadvertent fundamentally enforced
as it is coexist and is not a new unethically conduct that the events throughout the body of the complaint
subscribe to trial-able in each underlying cause and overall conduct active and ongoing by the defendant
confirms that such a claim cannot be barred anyway because the contract is currently active
unexnired
p. 44; *Federal Deposit Insurance Corp. v. Dintino* (2008) 167 Cal.App.4th 333, 349-350 [discovery
unjust enrichment backdated to 2016 is also justifiable and trial-able by virtur of the ["[u]nexpired
contract.
rule]; *Creditors Collection Service v. Castaldi* (1995) 38 Cal.App.4th 1039, 1043-1044 [quasi-
contract]; *Getty v. Getty* (1986) 187 Cal.App.3d 1159, 1168 [constructive trust].)

Thus, the Court will dismiss defendants demurrer for lack of reasonable acknowledge facts
clearly count by count and overall installed throughout the body of the complaint amended [FIRST]
The demurred #2 is a waste and is denied in its entirety.
The cause of unjust enrichment is well structured factually as a matter of law to place defendant Spot-on
physically and virtually sufficient to constitute a cause of action as a
matter of law. (See *Levine v. Blue Shield of California* (2010) 189 Cal.App.4th 1117, 1138; see also
Hill v. Roll International COLp., supra, 195 Cal.App.4th at p. 1307 ["[u]njust enrichment here is
an invaluable well proven cause of action claim a
Claim with immense specificity per code on the count and throughout the body of the complaint
amended complaint [FIRST] and for the relief.)
Here the amended complaint [FIRST] outperforms a trial-able cause of action, justly as for a restitution
claim," and "[t]here being active ongoing actionable wrong, there is undisputed basis for unjust enrichment

1 H. The Defendants #2 Demurrer is properly denied
2 The plaintiff has issued by all preponderances, by law and by facts certain to show that every
3 "reasonable possibility" exists that
4 amending the complaint to cure any defect remains an alternative over each cause of action. (See
5 *Rakestraw v. California*
6 *Physicians' Service, supra*, 81 Cal.App.4th at p. 44; *New Plumbing Contractors, Inc. v. Nationwide*
7 *Mutual Insurance Co.* (1992) 7 Cal.App.4th 1088, 1098.) "[p]laintiff have outperformed the facts
8 Certain to show the amended complaint by alternative can plead additional facts and how
9 that amended complaint by legal standard if needed
10 (*Goodman v. Kennedy* (1976) 18 Cal.3d 335, 349.) A demurrer which convinces the court of waste of
11 time is deserving of sanctions.

9 The amended complaint count by count and throughout the body is certain the
10 California showing the viability of each causes of action." (*R. V.*
11 *ia Physicians Service, supra*, 81 Cal.App.4th at p. 44.) "[L]eave to amend should be
12 granted." (*Vaillette v. Fireman's Fund*
13 *Insurance Co.* (1993) 18 Cal.App.4th 680, 685, italics omitted.) The amended complaint here
14 Demonstrates defendants inability to properly demur in all probability defendant should be order to
15 answer forthwith the complaint in its entirety.
16 Because no reasonable possibility exists for defendants denials and overall digressiveness to the facts of
17 certain count by count and throughout the body of the amended complaint.

16 Defendants Mr. Tom Gildred's demurrer is deserving of sanctions for unwarranted waste of the courts
17 time. (See *Schermer v. Tatum* (2016) 245 Cal.App.4th 912, 930-931.)

18 IV. CONCLUSION

19 For the foregoing reasons, Plaintiff respectfully requests that the Court deny defendants
20 #2 demurrer to the Amended Complaint [I' 1 R ST].
21 Amended Complaint overall count by count and throughout the body of the amended complaint with leave to
22 amend.

Respectfully submitted,

23 Dated: June 10, 2024



24
25
26 %ROOMED AND 7 1DAEFORI
ME ON THIS Ca' _____

Affirmed By:
Michael Foster
Pro se Complainant
Philip T. Gildred

Against Philip T. Gildred
Defendant and
d Cross-complainant

27
28 JIA G Notary Public in New York State
No. 01,1606
Qualified in New York County
Commission Expires August 14, 2021

