ATTORNEY OR PARTY WITHOUT ATTORNEY *(Name, State Bar number, and address):*	FOR COURT USE ONLY
Laurence John Graham Laurence Graham TELEPHONE NO.: 954-288-5138 FAX NO.: E-MAIL ADDRESS: grahamlarrybetty@gmail.com ATTORNEY FOR *(Name)*:	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN FRANCISCO STREET ADDRESS: 400 MCALLISTER STREET MAILING ADDRESS: CITY AND ZIP CODE: SAN FRANCISCO, 94102 BRANCH NAME: SUPERIOR COURT OF CALIFORNIA FOR THE COUNTY OF SAN FRANCISCO	
PETITIONER / PLAINTIFF: Laurence John Graham (also known as: Laurence J. Graham, Laurence Graham, and Larry Graham); and, Betty Patrick Graham (also known as: Betty P. Graham, Betty Graham, and Betty Pat Graham); and, Laurence J. Graham as Agent for Betty P. Graham (also known as: attorney-in-fact for Betty P. Graham), (also known as: attorney in fact for Betty P. Graham); and, Laurence J. Graham as attorney-in-fact for Betty P. Graham (also known as: attorney in fact for Betty P. Graham) Pro Se, RESPONDENT / DEFENDANT: DuPont de Nemours, Inc., et al.	
PROOF OF PERSONAL SERVICE—CIVIL	CASE NUMBER:

(Do not use this Proof of Service to show service of a Summons and Complaint)

1. I am over 18 years of age and **not a party to this action.**
2. I served the following **documents** *(specify):*
   Cover Sheet , VERIFIED AMENDED COMPLAINT FOR RESCISSION OF CONTRACTS AND DEMAND FOR JURY TRIAL, EXHIBIT 1 for VERIFIED AMENDED COMPLAINT FOR RESCISSION OF CONTRACTS AND DEMAND FOR JURY TRIAL
   ☐ The documents are listed in *Attachment to Proof of Personal Service—Civil (Documents Served)* (form POS-020(D)).
3. I personally served the following **persons** at the address, date, and time stated:
   a. Name: JAMES ROBERTS INTAKE AGENT FOR CT CORPORATION REGISTERED AGENT FOR TRONOX LLC
   b. Address: 711 CAPITOL WAY S SUITE 204, OLYMPIA, WA 98501
   c. Date: Fri, Jan 12 2024
   d. Time: 02:39 PM
   ☐ The persons are listed in the *Attachment to Proof of Personal Service—Civil (Persons Served)* (form POS-020(P)).
4. I am
   a. ☒ not a registered California process server.
   b. ☐ a registered California process server.
   c. ☐ an employee or independent contractor of a registered California process server.
   d. ☐ exempt from registration under Business & Professions Code section 22350(b).
5. My name, address, telephone number, and, if applicable, county of registration are *(specify):*
   Shane Renecker
   PIERCE 25976
   1910 4th Ave E Suite 34
   Olympia, WA 98506
   360-810-8009
6. ☒ I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.
7. ☐ I am a California sheriff or marshal and certify that the foregoing is true and correct.

Date: 01/12/2024

Shane Renecker WASHINGTON LICENSE PIERCE 25976

(TYPE OR PRINT NAME OF PERSON WHO SERVED THE PAPERS)

(SIGNATURE OF PERSON WHO SERVED THE PAPERS)

1/12/2024 13:58
S. Renecker
WA Pierce 25976
Service to
NRA Inc. Olympia

January 12, 2024

Tronox, LLC.; and, Tronox, plc. c/o Tronox, LLC.
c/o NATIONAL REGISTERED AGENTS, INC.
711 CAPITOL WAY S STE 204, OLYMPIA, WA, 98501-1267

Officers:

On January, 11, 2024, c/o your attorney John C. Hueston, Esq. of Hueston and Hennigan at 523 West 6th St., Suite 400 Los Angeles, CA 90014, you were served with the attached twenty five page 1/7/24 VERIFIED AMENDED COMPLAINT FOR RESCISSION OF CONTRACT[S]; AND, DEMAND FOR JURY TRIAL signed in the Los Feliz Neighborhood of Los Angeles, CA and Exhibit 1 to it which is the 1/7/24 VERIFIED AMENDED COMPLAINT FOR RESCISSION OF CONTRACT[S]; AND, DEMAND FOR JURY TRIAL signed in Fort Lauderdale, FL which was amended by the 1/7/24 VERIFIED AMENDED COMPLAINT FOR RESCISSION OF CONTRACT[S]; AND, DEMAND FOR JURY TRIAL signed in the Los Feliz Neighborhood of Los Angeles, CA and you were notified that you are defendants by said 1/11/24 service.

Today, January 12, 2024 defendants Tronox LLC and the related entity Tronox plc are again served the attached VERIFIED AMENDED COMPLAINT FOR RESCISSION OF CONTRACT[S]; AND, DEMAND FOR JURY TRIAL that was signed in the Los Feliz Neighborhood of Los Angeles, California on 1/7/2024 and then served on each of the named defendants c/o CT Corporation System at 1200 S Pine Island Road Suite 250 Plantation, FL 33324 in which you were referred to as DOES. Tronox LLC and the related entity Tronox plc are hereby notified again that you are defendants and that by serving Tronox LLC, Tronox plc is also served and by serving Tronox, plc, Tronox, LLC is also served.

You were also defendants referred to as DOES in the 1/7/24 VERIFIED AMENDED COMPLAINT FOR RESCISSION OF CONTRACT[S]; AND, DEMAND FOR JURY TRIAL signed in Fort Lauderdale, FL attached hereto as "Exhibit 1" which was amended by the 1/7/24 VERIFIED AMENDED COMPLAINT FOR RESCISSION OF CONTRACT[S]; AND, DEMAND FOR JURY TRIAL that was later signed in the Los Feliz Neighborhood of Los

Angeles, California. You will be receiving a subpoena and will need to file your answer with the SUPERIOR COURT OF CALIFORNIA FOR THE COUNTY OF SAN FRANCISCO.

Signed in the Los Feliz Neighborhood of Los Angeles, CA on 1/12/24.

Respectfully Submitted.

Betty Patrick Graham for Betty Patrick Graham: Betty Patrick Graham

Laurence J. Graham as attorney-in-fact for Betty P. Graham: Larry Graham

Laurence J. Graham as Agent for Betty P. Graham: Larry Graham

Laurence J. Graham as attorney-in-fact for Betty Patrick Graham: Larry Graham

Laurence J. Graham as Agent for Betty Patrick Graham: Larry Graham

Laurence J. Graham for Laurence J. Graham: Larry Graham

Laurence John Graham for Laurence John Graham: Larry Graham

SUPERIOR COURT OF CALIFORNIA FOR THE

COUNTY OF SAN FRANCISCO

Dated: January 7, 2024

Case No:

Laurence John Graham (also known as: Laurence J. Graham, Laurence Graham, and Larry Graham); and,

Betty Patrick Graham (also known as: Betty P. Graham, Betty Graham, and Betty Pat Graham); and,

Laurence J. Graham as Agent for Betty P. Graham (also known as: attorney-in-fact for Betty P. Graham), (also known as: attorney in fact for Betty P. Graham); and,

Laurence J. Graham as attorney-in-fact for Betty P. Graham (also known as: attorney in fact for Betty P. Graham)

Pro Se,

Plaintiffs,

v.

DuPont de Nemours, Inc.
c/o CT Corporation System at 1200 S Pine Island Road Suite 250
Plantation, FL 33324; and,

The Dow Chemical Company (also known as Dow, Inc.)
c/o CT Corporation System at 1200 S Pine Island Road Suite 250
Plantation, FL 33324; and,

Corteva, Inc.
c/o CT Corporation System at 1200 S Pine Island Road Suite 250 Plantation, FL; and,

The Chemours Company
c/o CT Corporation System at 1200 S Pine Island Road Suite 250
Plantation, FL 33324; and,

Iluka Resources, Inc.
c/o CT Corporation System at 1200 S Pine Island Road Suite 250
Plantation, FL 33324; and,

DOES 1-25, inclusive,

Defendants.

_____/

VERIFIED AMENDED COMPLAINT FOR RESCISSION OF CONTRACT[S]; AND, DEMAND FOR JURY TRIAL

Plaintiffs Laurence John Graham (also known as Laurence J. Graham), Betty Patrick Graham, Laurence J. Graham as Agent for Betty P. Graham (also known as: attorney-in-fact for Betty P. Graham), Laurence J. Graham as attorney-in-fact for Betty P. Graham, and Laurence J. Graham as attorney in fact for Betty P. Graham ("Plaintiffs") are informed and believe and on that basis allege as follows:

1. Iluka Resources, Inc. is already in receipt of a copy of Betty P. Graham's FLORIDA GENERAL DURABLE POWER OF ATTORNEY dated 7/18/2014; I, Laurence J. Graham, am Betty P. Graham's Agent (also known as her attorney-in-fact); I have the powers to bring, prosecute, and settle all claims held by Betty P. Graham. Betty P. Graham may be referred to as "Betty" herein. I may be referred to as "Laurence" herein.
2. Our 12/30/23 letter and amended complaint was mailed to Iluka Resources, Inc. c/o its registered agent CT Corporation System at 1200 S Pine Island Rd ste 250

Plantation, FL 33324 from Miami Beach FL on 12/30/23 by Unites States Postal Service Certified Mail return receipt service with Adult Signature requested and then served on 1/2/24 with our 1/1/24 letter and VERIFIED AMENDED COMPLAINT FOR RESCISSION OF CONTRACT[S]; AND, DEMAND FOR JURY TRIAL after it was mailed from Orlando, Florida to Iluka Resources, Inc. c/o its registered agent CT Corporation System at 1200 S Pine Island Rd ste 250 Plantation, FL 33324 by Unites States Postal Service Certified Mail return receipt service with Adult Signature requested and early this morning on 1/7/24 in Fort Lauderdale, Florida we signed a very similar VERIFIED AMENDED COMPLAINT FOR RESCISSION OF CONTRACT[S]; AND, DEMAND FOR JURY TRIAL and hereby change the venue to Superior Court of California for the County of San Francisco.

GENERAL ALLEGATIONS

3. Whenever reference is made in this VERIFIED AMENDED COMPLAINT FOR RESCISSION OF CONTRACT[S]; AND, DEMAND FOR JURY TRIAL to any act of any corporate or other business defendant, such allegation shall mean that said defendant and its officers, directors, agents, employees, representatives, or aider or abettor did or authorized such acts while engaged in the management, operation, direction, or control of the affairs of such defendant and while acting within the scope and course of their duties.

NATURE OF ACTION AND BACKGROUND

4. Betty P. Graham and her sisters Julia P. Boyd (also Known as Julia H. Parson), and Ann P, Everett were conveyed title, in equal shares, to tangible real property minerals of every kind and character located below the surface of the more than 1,150 acres of land by a certain Deed of Gift dated the 19th Day of May 1997 which is recorded in the Clerk's Office of Sussex County, VA in Deed Book 155 Page 637 and the Clerk's Office of Dinwiddie County, VA in Deed Book 410 Page 204, (hereinafter "the 97 Deed") which, by its written language, is said to be drafted by one attorney who, although we did not know it at the time, had a history of performing work for RGC

(USA) Minerals, Inc. (hereinafter, "RGC"); but, we did know that he was working on the 97 Deed with RGC and that the McGuire Woods law firm was involved.

5. With the conveyance of title to more than 1,150 acres of subsurface minerals, the 97 Deed also conveyed the right of ingress and egress, and possession at all times for the purpose of mining, drilling and operating for said minerals and the maintenance of facilities and means necessary or convenient for producing, treating and transporting such minerals; furthermore, the 97 Deed also transferred all of Betty's parent's royalties due under ten certain October 13, 1989 Deeds of Mining Lease to Betty P. Graham, Julia P. Boyd, and Ann P. Everett except for the next two annual advance royalty payments; said ten certain October 13, 1989 Deeds of Mining Lease were signed by Betty's father George L. Parson, Jr. and Betty's mother Mary E. Parson and RGC and are intertwined; therefore, they are one contract and are also known as the 1,169.86 acre lease by Betty, her parents, and RGC since the recording of the 97 Deed, memorandums of said leases being of record in the Clerk's Office of the Circuit Court of Sussex County, Virginia and the Clerk's Office of the Circuit Court of Dinwiddie County, Virginia (hereinafter "the Leases"). The 97 Deed severed the 1,169.86 acre lease from the 1,196.61 acre lease that Betty's parents and RGC entered into. E.I. Du Pont De Nemours and Company (hereinafter "DuPont") drilled into the subsurface minerals located below the acres of land described in the 97 Deed and tested the quality of the minerals therefrom and made representations about the tonnage of minerals contained below the surface of those acres of land to Betty's father George L. Parson, Jr. which he relied upon while signing the Leases that RGC prepared.

6. Accordingly, Betty P. Graham, Julia P. Boyd, and Ann P. Everett were each conveyed title to a separate one-third share of the tangible real property minerals located below the surface of more than 1,150 acres of land by the 97 Deed together with the right of ingress and egress, and possession at all times for the purpose of mining, drilling and operating for said minerals and the maintenance of facilities and means necessary or convenient for producing, treating and transporting such minerals,

and each of them also received one-third of the royalties due under the Leases by the 97 Deed except for the next two annual advance royalty payments.

7. Venue is proper under California law because defendant Iluka Resources, Inc. (hereinafter "Iluka") sent a representation of royalties due under the Leases into California thereby subjecting Iluka to California law for rescission of the Leases; and, because DuPont, Dow, Dupont, Chemours, Dow Chemical, Iluka, and other unnamed companies referred to herein as DOES shipped products to San Francisco County California containing saleable minerals recovered from the ore that was extracted from the acres of land described in the 97 Deed; and, because said defendants sold products containing the saleable minerals recovered from the ore that was extracted from the acres of land described in the 97 Deed in the stream of commerce within San Francisco County California; and, because said defendants engaged in price-fixing and other anticompetitive conduct in both the titanium dioxide pigment market and the markets for the saleable minerals recovered from the ore that was extracted from the acres of land described in the 97 Deed that suppressed the prices of saleable minerals recovered from the ore that was extracted from the acres of land described in the 97 Deed in San Francisco County California thereby subjecting them to California law for said conduct; and, because our address for receipt of the rescission money is is PO Box 470213 San Francisco, CA 94147; therefore, venue is proper in the SUPERIOR COURT OF CALIFORNIA FOR THE COUNTY OF SAN FRANCISCO; and, we reserve the right to include additional bases.

8. I, Laurence John Graham, spoke with the head geologist employed by Iluka who explained that there were 30 to 35 million tons of heavy minerals left to be mined in the Old Hickory Heavy Mineral Reserve and that 80% to 85% of those tons would be recovered as saleable product and confirmed that 24 million tons would be sold and I questioned Iluka's officer about Iluka's geologist's representations and Iluka's officer denied them and he also represented Iluka to notify me that the owners of minerals and royalties were not allowed to know such information at that time and not allowed to know it until the end of Iluka's undertaking of extracting and receiving payment for the minerals conveyed to Betty P. Graham, Julia P. Boyd, and Ann P. Everett by

the 97 Deed and not allowed to know it before Iluka determined who was to receive all of Betty P. Graham's royalty payments; Iluka's officer explained to me that the minerals conveyed to Betty P. Graham, Julia P. Boyd, and Ann P. Everett by the 97 Deed would be mined from the ten parcels with simultaneous mining and that the minerals from those parcels would be comingled.

9. We allege that by demanding that Iluka disclose to us how many tons of each kind of mineral that it has extracted from the acres of land described in the 97 Deed and the location of each of those tons that we thereby demanded that Iluka disclose to us how many tons of each kind of mineral that it has extracted from the parcels of land listed in the 97 Deed and the location of each of those tons.

10. We allege that by demanding that Iluka disclose to us how many tons of each kind of mineral that it has extracted from the acres of land described in the 97 Deed and the location of each of those tons and the per ton fair market value of each kind of mineral that it extracted from the acres of land described in the 97 Deed that we thereby demanded that Iluka disclose to us how many tons of each type of mineral that it has extracted from the acres of land described in the 97 Deed and the location of each of those tons and the per ton fair market value of each type of mineral that it extracted from the acres of land described in the 97 Deed.

11. In response to our demands for Iluka to disclose to us how many tons of each kind of mineral it has extracted from the acres of land described in the 97 Deed, the location of each of those tons, and the per ton fair market value of each kind of mineral extracted from the acres of land described in the 97 Deed, Iluka concealed all the information that we demanded it disclose to us but delivered its royalty statement into California.

12. RGC wrote the royalty rate into the Leases at 8% and there were also land lease payments to be disbursed that RGC wrote into the Leases.

13. With Iluka concealing the number of tons of each kind of mineral that it has extracted from the acres of land described in the 97 Deed, the location of each of those tons, and the per ton fair market value of each kind of mineral that it has extracted from the

acres of land described in the 97 Deed and the with the report of slightly over 2.5 million dollars of royalties delivered by Iluka into California, Laurence John Graham calculated that ore containing a sum total of 28.125 million short tons (2000 pounds per ton) of zircon mineral tons and titanium mineral tons was extracted from the acres of land described in the 97 Deed and that a sum total of 22.5 million saleable short tons of minerals were recovered from that ore including, and limited to, tons of saleable zircon and titanium minerals and he calculated the value of those 22.5 million short tons of saleable minerals at $67,275,000,000.00 (67.275 billion dollars).

14. Iluka also concealed the dollar amount disbursed for the minerals conveyed by the 97 Deed and later recovered from the ore that was extracted from the acres of land described in the 97 Deed and Laurence John Graham calculated that the sum total amount in dollars disbursed to Betty's parents, their three daughters, and their grandchildren for the minerals conveyed by the 97 Deed and later recovered from the ore that was extracted from the acres of land described in the 97 Deed is less than 28.2 million dollars including less than 27 million dollars of royalties plus less than 1.2 million dollars of land lease payments which adds up to less than 28.2 million dollars that has been disbursed for 22.5 million short tons of saleable minerals recovered from the ore that was extracted from the acres of land described in the 97 Deed.

15. Laurence John Graham also calculated that the value of a one-third share of the saleable minerals recovered from the ore that was extracted from the acres of land described in the 97 Deed is $22,425,000.00 (22.425 billion dollars).

16. Plaintiffs further allege that the paragraphs below include more than sixty allegations each of which we believe stands individually as legal basis for rescission of the Leases under California law.

17. We allege that within close proximity to but prior to October 13, 1989, DuPont drilled into the subsurface minerals located below the acres of land described in the 97 Deed and tested the quality of the minerals therefrom and knowingly made fraudulent and

misleading representations to Betty P. Graham's father regarding the number of tons of minerals located below the surface of the acres of land described in the 97 Deed.

18. We allege that E.I. Du Pont De Nemours and Company merged with The Dow Chemical Company (hereinafter "Dow") to form DowDuPont.

19. We allege that Corteva, Inc. was formed by a spinoff from DowDuPont.

20. We allege that Dow, Inc. (hereinafter "Dow Chemical") was formed by a spinoff from DowDuPont

21. We allege that DowDuPont changed its name to DuPont de Nemours, Inc. (hereinafter "Dupont") after the Dow Chemical spinoff.

22. We allege that the ten October 13, 1989 Deeds of Mining Lease, which pertained to the acres of land described in the 97 Deed, are intertwined; therefore, they are one contract.

23. We allege that the ten October 13, 1989 Deeds of Mining Lease, which pertained to the acres of land described in the 97 Deed, are intertwined; therefore, they are one contract and we allege that performance is not divisible.

24. We allege that the ten October 13, 1989 Deeds of Mining Lease, which pertained to the acres of land described in the 97 Deed, are intertwined; therefore, they are one contract and we allege that the royalty payments are not divisible.

25. We allege that we demanded that Iluka disclose to us how many tons of each kind of mineral that it has extracted from the acres of land described in the 97 Deed, the location of each of those tons, and the per ton fair market value of each kind of mineral that it has extracted from the acres of land described in the 97 Deed and that Iluka is concealing all of this information from us.

26. We allege that Reed Mayo, Esq., as attorney for Iluka, sent a letter containing Iluka's representation of royalties due under the Leases into California which notified of slightly over 2.5 million dollars of royalties thereby subjecting Iluka to California law for rescission of the Leases.

27. We allege that the slightly over 2.5 million dollars of royalties reported by Iluka into California was a final royalty calculation.

28. We allege that Iluka was the extractor of the ore from the acres of land described in the 97 Deed from which the sum total of 22.5 million saleable short tons of zircon and titanium minerals were recovered.

29. We allege that the sum total of less than 27 million dollars of royalties plus less than 1.2 million dollars of land lease payments adds up to less than 28.2 million dollars of royalties for the 22.5 million short tons of saleable minerals recovered from the ore that was extracted from the acres of land described in the 97 Deed which is severely insufficient consideration and therefore is a failure of consideration by Iluka.

30. We allege that Iluka breached a fiduciary duty by not delivering fair and equitable consideration to us for the minerals conveyed by the 97 Deed after it extracted the ore from below the surface of the acres of land described in the 97 Deed that contained said minerals and from which the saleable minerals were recovered.

31. We also allege that DuPont, Dow, The Chemours Company, (hereinafter "Chemours"), Dupont, and Dow Chemical aided and abetted Iluka's breach of a fiduciary duty to deliver fair and equitable consideration to us for the saleable minerals recovered from the ore that was extracted from the acres of land described in the 97 Deed by knowingly receiving tons of minerals that were recovered from the ore that was extracted from the acres of land described in the 97 Deed while knowing that Iluka was underreporting production to its US regulator and while knowing that Iluka would not deliver fair and equitable consideration to us for the saleable minerals recovered from the ore that was extracted from the acres of land described in the 97 Deed and by giving encouragement and substantial assistance to Iluka in its breach of a fiduciary duty to deliver fair and equitable consideration to us for the saleable minerals recovered from the ore that was extracted from the acres of land described in the 97 Deed and we allege that financial gain motivated DuPont to aid and abet Iluka in its breach of a fiduciary duty to deliver fair and equitable consideration to us for the saleable minerals recovered from the ore that was extracted from the acres of land

described in the 97 Deed and that DuPont benefited financially from aiding and abetting Iuka's breach of a fiduciary duty to deliver fair and equitable consideration to us for the minerals recovered from the ore that was extracted from the acres of land described in the 97 Deed; the substantial assistance that DuPont provided Iluka in its breach of a fiduciary duty to deliver fair and equitable consideration to us for the minerals recovered from the ore that was extracted from the acres of land described in the 97 Deed includes, but is not limited to, DuPont knowingly receiving many more tons of minerals recovered from the ore that was extracted from the acres of land described in the 97 Deed than the number of tons of minerals that Iluka reported producing from the entire Old Hickory Heavy Mineral Reserve to its US regulator and concealing the receipt of these tons from both Iluka's US regulator and its US regulator after DuPont encouraged and designed the underreported production scheme pertaining to the minerals recovered from the ore that was extracted from the acres of land described in the 97 Deed as the architect of it, and DuPont converted tons of said minerals into titanium dioxide pigment some of which DuPont sold as titanium dioxide pigment and some of which DuPont sold in products containing titanium dioxide pigment while DuPont underreported the production of titanium dioxide pigment to its US regulator and we allege that this underreported production scheme also thwarted competition and that both financial gain and the exclusion and elimination of competition motivated DuPont's conduct and we allege that DuPont did a spinoff of its titanium dioxide pigment manufacturing business into Chemours in an effort to conceal this conduct but continued to receive more tons of titanium dioxide pigment and titanium dioxide pigment containing products from Chemours than it and Chemours were reporting to its US regulator and received them at extremely low prices while disguising and concealing payment to Chemours and while knowing that said titanium dioxide pigment and titanium dioxide pigment containing products were made with minerals recovered from the ore that Iluka extracted from the acres of land described in the 97 Deed and while knowing that Iluka was underreporting the tons of saleable minerals recovered from the ore that was extracted from the acres of land described in the 97 Deed and the entire Old Hickory Heavy Mineral Reserve to its US regulator and while knowing that Iluka

would not deliver fair and equitable consideration to us for the tons of minerals recovered from the ore that was extracted from the acres of land described in the 97 Deed and we allege that Dupont continues to disguise and actively conceal all of this conduct; and, we allege that Dow was the largest purchaser of titanium dioxide pigment from DuPont and Chemours and knew that DuPont and Chemours were underreporting production of titanium dioxide pigment and receiving the tons of minerals to make said titanium dioxide pigment from the Old Hickory Heavy Mineral Reserve and knew that Iluka was underreporting the tons of minerals that it produced from the Old Hickory Heavy Mineral reserve to its US regulator and Dow provided substantial assistance to DuPont and Chemours by receiving more tons of titanium dioxide pigment and products containing titanium dioxide pigment from DuPont and Chemours than they reported producing to their US regulator, and by knowingly concealing the number of tons of said titanium dioxide pigment and products containing titanium dioxide pigment that it received from DuPont and Chemours, Dow knowingly participated in the concealment of the number of tons of saleable minerals recovered from the ore that was extracted from the acres of land described in the 97 Deed from us and Dow engaged in accounting practices to disguise and conceal payment to DuPont and Chemours for titanium dioxide pigment and titanium dioxide pigment containing products and we further allege that the payment from DuPont and Chemours to Iluka for the tons of minerals received by them from Iluka which were recovered from the ore that was extracted from the acres of land described in the 97 Deed was a small percentage of the fair market value of said tons and that DuPont, Chemours, and Dow knew that this conduct would suppress the market prices for such minerals and we allege that Dow benefited financially by receiving said tons of titanium dioxide pigment and titanium dioxide pigment containing products at extremely low prices and later merged with DuPont thereby forming DowDuPont to conceal this conduct and we allege that DowDuPont aided and abetted Iluka in its breach of a fiduciary duty to deliver fair and equitable consideration to us for the 22.5 million short tons of saleable minerals recovered from the ore that was extracted from the acres of land described in the 97 Deed by conduct that includes, but is not limited to, providing substantial assistance to Chemours by

receiving more tons of titanium dioxide pigment and products containing titanium dioxide pigment from Chemours than Chemours was reporting that it produced to its US regulator while knowing that Chemours was underreporting production of titanium dioxide pitmen to its US regulator and receiving said tons of titanium dioxide pigment from Chemours at below market prices while knowing that Chemours was making titanium dioxide pigment with the minerals recovered from the ore that was extracted from the acres of land described in the 97 Deed and while knowing that Iluka was underreporting the number of tons of saleable minerals that it was recovering from the ore that was extracted from the acres of land described in the 97 Deed and the entire Old Hickory Heavy Mineral Reserve to its US regulator and while knowing that Iluka would not deliver fair and equitable consideration to us for the tons of saleable minerals recovered from the ore that was extracted from the acres of land described in the 97 Deed and while knowing that this conduct would suppress market prices for the saleable minerals recovered from the ore that was extracted from the acres of land described in the 97 Deed and Corteva, Inc. was aware of this conduct and continues to participate in the active concealment of it and we allege that Dupont, Dow Chemical, Chemours, and Corteva, Inc. continue to reinvest the profits that DuPont, Dow, Dupont, Dow Chemical, and Chemours made from the conduct complained of in this paragraph. We also allege that the conduct complained of in this paragraph is also common law conversion however, we only choose the bases for and remedies available for rescission under California law which include a jury trial for a bare money judgement and determination of the punitive damages.

32. We allege that DuPont was the architect of the price fixing scheme for saleable minerals recovered from the ore that was extracted from the acres of land described in the 97 Deed and that Dow, Dow Chemical, Chemours, and other unnamed companies referred to herein as DOES were aware of it and chose to participate in price-fixing and benefited financially from it.

33. We allege that Dupont, its officers, and directors are actively participating in an ongoing fraudulent scheme to deprive Betty P. Graham and her family of fair and

equitable consideration for the saleable minerals recovered from the ore that was extracted from the acres of land described in the 97 Deed.

34. We allege that Dow Chemical, its officers, and directors are actively participating in an ongoing fraudulent scheme together with Dupont, its officers, and directors and other unnamed companies (referred to herein as "DOES") and their officers and directors to deprive Betty P. Graham and her family of fair and equitable consideration for the saleable minerals recovered from the ore that was extracted from the acres of land described in the 97 Deed.

35. We allege that Corveta, Inc., its officers and directors together with Dupont, its officers and directors, and Dow Chemical, its officers and directors, and other unnamed companies (referred to herein as "DOES") and their officers and directors continue to actively participate in a fraudulent scheme to deprive Betty P. Graham and her family of fair and equitable consideration for the saleable minerals recovered from the ore that was extracted from the acres of land described in the 97 Deed.

36. We allege that Chemours, its officers and directors together with Dupont, its officers and directors, Dow Chemical, its officers and directors, and other unnamed companies (referred to herein as "DOES") and their officers and directors continue to actively participate in a fraudulent scheme to deprive Betty P. Graham and her family of fair and equitable consideration for the minerals recovered from the ore that was extracted from the acres of land described in the 97 Deed.

37. We allege that Dupont, its officers and directors, Dow Chemical, its officers and directors, Chemours, its officers and other unnamed companies (referred to herein as "DOES") and their officers and directors continue to actively participate in a fraudulent scheme to conceal the failure of consideration for the minerals conveyed by the 97 Deed and later recovered from the ore that was extracted from the acres of land described in the 97 Deed.

38. We also allege an ongoing conspiracy to commit and conceal fraud by Dupont, its officers and directors, Dow Chemical, its officers and directors, Chemours, its officers, Iluka, its officers and directors and other unnamed companies (referred to

herein as "DOES") with secret meetings and communications between you to conceal the failure of consideration for the minerals conveyed by the 97 Deed and later recovered from the ore that was extracted from the acres of land described in the 97 Deed and that such conduct amounts to an enterprise engaged to commit fraud.

39. We also allege that DuPont, its officers and directors, Dow, its officers and directors, Chemours, its officers and directors, Dow Chemical, its officers and directors, Dupont, its officers and directors and other unnamed companies referred to herein as DOES are engaged in underreporting of titanium dioxide pigment production and are motivated by such conduct to conceal the number of tons of minerals needed to make titanium dioxide pigment that they received from Iluka and the payment made to Iluka for it and that this conduct was anticompetitive and part of a price-fixing scheme.

40. We also allege that Dupont, its officers and directors, Dow Chemical, its officers and directors, Chemours, its officers and directors, Iluka, its officers and directors and other unnamed companies referred to herein as DOES and their officers and directors are engaged in ongoing price-fixing to suppress the prices of minerals in the markets for minerals similar to the saleable minerals recovered from the ore that was extracted from the acres of land described in the 97 Deed in an attempt to conceal the failure of consideration for the minerals conveyed by the 97 Deed and later recovered from the ore that was extracted from the acres of land described in the 97 Deed and the value received for this rescission.

41. We also allege tortious interference with the Leases by DuPont, Dow, Dupont, Chemours, Dow Chemical and other unnamed companies referred to herein as DOES.

42. We also allege tortious interference with contract expectations by DuPont, Dow, Dupont, Chemours, Dow Chemical, Iluka, and other unnamed companies referred to herein as DOES.

43. We allege that by concealing the number of tons of each kind of mineral that it extracted from the acres of land described in the 97 Deed that Iluka concealed the

number of tons of each kind of mineral recovered from the ore that was extracted from the acres of land described in the 97 Deed.

44. We also allege that Iluka breached a fiduciary duty by its concealment of the number of tons of each kind of mineral that it extracted from the acres of land described in the 97 Deed.

45. We also allege that Iluka breached a fiduciary by its concealment of the number of tons of each type of mineral that it extracted from the acres of land described in the 97 Deed and the fair market value of each of those tons.

46. We also allege that Iluka breached a fiduciary by its concealment of the number of tons of each kind of mineral that it has extracted from the acres of land described in the 97 Deed and the fair market value of each of those tons.

47. We also allege further malicious and evil conduct which includes, but is not limited to, the manipulative and tortious use of undue influence by Iluka's officers, Reed Mayo, and other rogue attorneys to induce Betty and Luke into a 2002 Sussex County Virginia court case that contained 02-26 in the case number; and, your manipulation of Betty's parents is also appalling. Bringing you to justice with guilty pleas from your officers, Reed Mayo, and other attorneys that aided and abetted you is an important part of this. You know that the Sussex County, VA 02-26 contested deed litigation was life threateningly stressful and harmful to Betty and tremendously stressful and harmful to Laurence and that it was motivated by the furtherance of a fraudulent scheme.

48. We also allege that, in the operation of your fraudulent scheme, you have committed numerous unlawful and criminal acts in attempt to deprive Betty of her rights which is an ongoing source of harm to Betty and Laurence, therefore rescinding the Leases became an emergency.

49. We also allege that Iluka has been concealing what it disbursed for the saleable minerals recovered from the ore that was extracted from the acres of land described in the 97 Deed in attempt to thwart and obstruct the rescission of the Leases but that

Laurence calculated that the total amount disbursed for the minerals conveyed by the 97 Deed and later recovered from the ore that was extracted from the acres of land described in the 97 Deed at less than 28.2 million dollars with Iluka's final representation of royalties due for the minerals recovered from the ore that was extracted from the acres of land described in the 97 Deed.

50. Virginia is not a convenient venue for either of us and we have never appeared in court there and we hereby notify you that we object to any legal proceedings in Virginia. I, Betty Patrick Graham, hereby notify you that I fear that Iluka seeks to weaponize Virginia courts to harm by the use of unethical and unlawful tactics intended to delay and deprive and that it is a threat to me to ever have to appear in any legal proceeding in Virginia, therefore I object to it. We object to any legal proceedings in Virginia because, among other reasons, it is an inconvenient venue; and, we reserve the right to assert other bases to determine Virginia courts inappropriate for any litigation involving us which may include, but is not limited to, you perpetrating frauds in and upon Virginia courts. Furthermore, it is important to note that the delay tactics used by Iluka are enormously harmful and have taken so much of our lives and its efforts to delay and try to avoid wire fraud charges and likely prosecution for other criminal charges is also part of the furtherance of a fraudulent scheme.

51. I, Laurence John Graham, believe that you have spent millions trying to deprive Betty P. Graham of her rights. It may be discovered that the amount of questionable payments made to rogue lawyers and others acting unlawfully to influence the outcome of litigation involving us is many times more than the 6.445 million dollar payment that DuPont made to the law firm of Friedman, Rodriguez, Ferraro, and St. Louis that was alleged to have influenced a Miami, FL Benlate case. Betty and I empathize with the Benlate victims who valiantly sought justice against DuPont. The reported sum total that DuPont paid out for judgments and settlements in Benlate litigation seems unconscionably low and we intend to set forth a plan for other Dupont victims should our claim render Dupont insolvent and bankrupt as the

scorched earth tactics that DuPont has been alleged to employ have left a mark on the justice system.

52. As was required by California law, prior to rescinding the Leases, I, Laurence John Graham, first offered to return the sum total of all land lease payments and royalties disbursed for the minerals conveyed by the 97 Deed and later recovered from the ore that was extracted from the acres of land described in the 97 Deed. By the powers that I have to bring, prosecute, and settle all claims involving the one-third share of the minerals conveyed to Betty by the 97 Deed, I hereby offer to return $400,000.00 dollars of the land lease payments and 9 million dollars of royalties to Iluka which is the maximum sum total amount that was disbursed for the one-third share of the minerals conveyed to Betty by the 97 Deed and later recovered from the ore that was extracted from the acres of land described in the 97 Deed; and, by such powers, I hereby offer to return $400,000.00 of the land lease payments and 9 million dollars of royalties to Iluka which is the maximum sum total amount that was disbursed for the one-third share of the minerals conveyed to Julia P. Boyd, (also known as Julia H. Parson), by the 97 Deed and later recovered from the ore that was extracted from the acres of land described in the 97 Deed; and, by such powers, I hereby to return $400,000.00 of the land lease payments and 9 million dollars of royalties to Iluka which is the maximum sum total amount that was disbursed for the one-third share of the minerals conveyed to Ann P. Everett by the 97 Deed and later recovered from the ore that was extracted from the acres of land described in the 97 Deed.

53. Although we offered to restore Iluka the total amount in dollars that was disbursed to Betty's parents, their three daughters, and their grandchildren for the minerals conveyed by the 97 Deed and later recovered from the ore that was extracted from the acres of land described in the 97 Deed, the $22,425,000.00 (22.425 billion dollars) value of a one-third share of the minerals recovered from the ore that was extracted from the acres of land described in the 97 Deed exceeds the maximum sum total amount that was disbursed for the minerals conveyed by the 97 Deed and later recovered from the ore that was extracted from the acres of land described in the 97 Deed which Laurence John Graham calculated to be less than 27 million dollars of

royalties plus $1,200,000.00 of land lease payments; therefore, returning money to Iluka is not applicable and a jury must determine the value of the punitive damages; and, I believe that the applicable punitive damages under California law for rescission of the portion of the Leases pertaining to the one-third share of the minerals conveyed to Betty by the 97 Deed and later recovered from the ore that was extracted from the acres of land described in the 97 Deed exceeds 22.425 billion dollars; therefore, returning money to Iluka is not applicable; and, a jury must determine the value of the reinvested profits that your and other unnamed companies, referred to herein as DOES, made from the one-third share of the minerals conveyed to Betty by the 97 Deed and later recovered from the ore that was extracted from the acres of land described in the 97 Deed and later recovered from the ore that was extracted from the acres of land described in the 97 Deed which may also exceed 22.425 billion dollars; therefore, returning money to Iluka is not applicable.

54. I, Laurence J. Graham, have the powers to bring, prosecute, and settle all claims involving the minerals conveyed to Betty by the 97 Deed, and based upon a failure of consideration for the minerals conveyed to Betty by the 97 Deed and later recovered from the ore that was extracted from the acres of land described in the 97 Deed and each separate allegation made hereinabove, I hereby rescind the portion of the Leases pertaining to 60% of the one-third share of the minerals conveyed to Betty by the 97 Deed and later recovered from the ore that was extracted from the acres of land described in the 97 Deed and the other 40% of the one-third share of the minerals conveyed to Betty by the 97 Deed and later recovered from the ore that was extracted from the acres of land described in the 97 Deed; and, by such powers, and based upon a failure of consideration for the minerals conveyed by the 97 Deed and later recovered from the ore that was extracted from the acres of land described in the 97 Deed and the other separate allegations made herein above, I hereby separately rescind the portion of the Leases pertaining to the one-third share of the minerals conveyed to Julia P. Boyd (also known as Julia H. Parson) by the 97 Deed and later recovered from the ore that was extracted from the acres of land described in the 97 Deed; and, by such powers, and based upon a failure of consideration for the minerals

conveyed by the 97 Deed and later recovered from the ore that was extracted from the acres of land described in the 97 Deed and the other separate allegations listed above, I hereby separately rescind the portion of the Leases pertaining to the one-third share of the minerals conveyed to Ann P. Everett by the 97 Deed and later recovered from the ore that was extracted from the acres of land described in the 97 Deed. Now, I demand that you immediately pay $22,418,100,000.00 (22.4181 billion dollars) to PO Box 470213 San Francisco, CA 94147 as this is the address for payment of the rescission money although the Denver County Colorado District Court which has the address of 1437 Bannock Street Denver, CO 80202 is the venue for all interpleaders involving the rescission of the Leases and the venue for a certain 9/29/03 Settlement Agreement between us and Betty's other son Luke P. Graham that settled a 2002 Sussex County Virginia court case that contained 02-26 in the case number as Betty chose this venue and I consent to it because Betty has rights. Also, said 9/29/03 Settlement Agreement is governed by California law.

55. Immediate proof that you have the money to pay $67,273,819,000.00 is demanded from you and I reserve the right to demand proof of additional liquid funds. Recovering these funds is the avenue that I choose as having a bankruptcy court dissolve your companies is not the relief sought; however, I reserve all rights to recover the money judgement that is sought herein and any attempt to divert attention from this right and your books and records won't be tolerated.

56. I, Betty Patrick Graham, believe that the sum total of royalties and land lease payments disbursed for the one-third share of the minerals that were conveyed to me by the 97 Deed and later recovered from the ore that was extracted from the acres of land described in the 97 Deed is severely insufficient and therefore a failure of consideration for the one-third share of the minerals conveyed to me by the 97 Deed and later recovered from the ore that was extracted from the acres of land described in the 97 Deed; therefore, I, Betty Patrick Graham hereby offer to return $400,000.00 of the land lease payments and 9 million dollars of royalties to Iluka which is the maximum sum total amount that was disbursed for the one-third share of the minerals conveyed to me by the 97 Deed and later recovered from the ore that was extracted

from the acres of land described in the 97 Deed; and, I hereby offer to return the remaining $800,000 of land lease payments and 18 million dollars of royalties to Iluka which amounts to a total of $1,200,000.00 of land lease payments and 27 million dollars of royalties that I hereby offer to return to Iluka which is the maximum sum total amount that was disbursed for all the minerals conveyed by the 97 Deed and later recovered from the ore that was extracted from the acres of land described in the 97 Deed.

57. Although we offered to restore Iluka the total amount in dollars that was disbursed to my parents, their three daughters (one of which is me Betty), and their grandchildren for the minerals conveyed by the 97 Deed and later recovered from the ore that was extracted from the acres of land described in the 97 Deed, the $22,425,000.00 (22.425 billion dollars) value of a one-third share of the minerals recovered from the ore that was extracted from the acres of land described in the 97 Deed exceeds the maximum sum total amount that was disbursed for the minerals conveyed by the 97 Deed and later recovered from the ore that was extracted from the acres of land described in the 97 Deed which Laurence calculated to be less than 27 million dollars of royalties plus $1,200,000.00 of land lease payments; therefore, returning money to Iluka is not applicable and a jury must determine the value of the punitive damages; and, I believe that the applicable punitive damages under California law for rescission of the portion of the Leases pertaining to the one-third share of the minerals conveyed to me by the 97 Deed and later recovered from the ore that was extracted from the acres of land described in the 97 Deed exceeds 22.425 billion dollars; therefore, returning money to Iluka is not applicable and a jury must determine the value of the reinvested profits that your and other unnamed companies, referred to herein as DOES, made from the one-third share of the minerals conveyed to me by the 97 Deed and later extracted from the acres of land described in the 97 Deed which may also exceed 22.425 billion dollars; therefore, returning money to Iluka is not applicable.

58. Now, based upon a failure of consideration and each separate allegation made hereinabove and the other separate allegations made herein above, I hereby rescind the portion of the Leases pertaining to 60% of the one-third share of the minerals

conveyed to me by the 97 Deed and later recovered from the ore that was extracted from the acres of land described in the 97 Deed and the other 40% of the one-third share of the minerals conveyed to me by the 97 Deed and later recovered from the ore that was extracted from the acres of land described in the 97 Deed; and, if rescinding a portion of the Leases is not possible, I hereby rescind the Leases pertaining to all the minerals conveyed by the 97 Deed and later recovered from the ore that was extracted from the acres of land described in the 97 Deed based upon Iluka's failure of consideration for all the minerals conveyed by the 97 Deed and later recovered from the ore that was extracted from the acres of land described in the 97 Deed and each separate allegation made hereinabove; and, I demand that you immediately pay $22,418,100,000.00 (22.4181 billion dollars) to PO Box 470213 San Francisco, CA 94147 c/o Laurence John Graham as this is the address for payment of the rescission money although the Denver County Colorado District Court which has the address of 1437 Bannock Street Denver, CO 80202 is the venue for all interpleaders involving the rescission of the Leases and the venue for a certain 9/29/03 Settlement Agreement between us and my other son Luke P. Graham that settled a 2002 Sussex County Virginia court case that contained 02-26 in the case number as I chose this venue and Laurence consents to it. The 9/29/03 Settlement Agreement is governed by California law.

59. I, Laurence J. Graham, as Agent for Betty P. Graham (also known as attorney-in-fact for Betty P. Graham) believe that the sum total of royalties and land lease payments disbursed for the one-third share of the minerals conveyed to Betty P. Graham by the 97 Deed and later recovered from the ore that was extracted from the acres of land described in the 97 Deed is severely insufficient and therefore a failure of consideration for the one-third share of the minerals conveyed to Betty P. Graham by the 97 Deed and later recovered from the ore that was extracted from the acres of land described in the 97 Deed; therefore, I, Laurence J. Graham, as Agent for Betty P. Graham (also known as attorney in-in-fact for Betty P. Graham) and offered to return $400,000.00 of the land lease payments and 9 million dollars of royalties to Iluka which is the maximum sum total amount of what was disbursed for the one-third

share of the minerals conveyed to Betty P. Graham by the 97 Deed and later recovered from the ore that was extracted from the acres of land described in the 97 Deed; and, I, Laurence J. Graham, as Agent for Betty P. Graham (also known as attorney in-in-fact for Betty P. Graham) and offered to return the remaining $800,000 of land lease payments and 18 million dollars of royalties to Iluka which amounts to a total of $1,200,000.00 of land lease payments and 27 million dollars of royalties that I hereby offer to return to Iluka which is the maximum sum total amount that was disbursed for all the minerals conveyed by the 97 Deed and later recovered from the ore that was extracted from the acres of land described in the 97 Deed.

60. Although we offered to restore Iluka the total amount in dollars that was disbursed to Betty P. Graham parents, their three daughters (one of which is Betty), and their grandchildren for the minerals conveyed by the 97 Deed and later recovered from the ore that was extracted from the acres of land described in the 97 Deed, the $22,425,000.00 (22.425 billion dollars) value of a one-third share of the minerals that was recovered from the ore that was extracted from the acres of land described in the 97 Deed exceeds the maximum sum total amount that was disbursed for the minerals conveyed by the 97 Deed and later recovered from the ore that was extracted from the acres of land described in the 97 Deed which I, Laurence J. Graham, as Agent for Betty P. Graham (also known as attorney-in-fact for Betty P. Graham) calculate to be less than 27 million dollars of royalties plus $1,200,000.00 of land lease payments; therefore, returning money to Iluka is not applicable and a jury must determine the value of the punitive damages; and, I believe that the applicable punitive damages under California law for rescission of the portion of the Leases pertaining to the one-third share of the minerals conveyed to Betty P. Graham by the 97 Deed and later recovered from the ore that was extracted from the acres of land described in the 97 Deed exceeds 22.425 billion dollars; therefore, returning money to Iluka is not applicable and a jury must determine the value of the reinvested profits that your and other unnamed companies, referred to herein as DOES, made from the one-third share of the minerals conveyed to Betty P. Graham by the 97 Deed and later recovered from the ore that was extracted from the acres of land described in the 97 Deed which may

also exceed 22.425 billion dollars; therefore, returning money to Iluka is not applicable.

61. Now, based upon a failure of consideration and each separate allegation made hereinabove, I, Laurence J. Graham, as Agent for Betty P. Graham (also known as attorney in-in-fact for Betty P. Graham) hereby rescind the portion of the Leases pertaining to 60% of the one-third share of the minerals conveyed to Betty P. Graham by the 97 Deed and later recovered from the ore that was extracted from the acres of land described in the 97 Deed and the other 40% of the one-third share of the minerals conveyed to Betty P. Graham by the 97 Deed and later recovered from the ore that was extracted from the acres of land described in the 97 Deed; and, if rescinding a portion of the Leases is not possible, I, Laurence J. Graham, as Agent for Betty P. Graham (also known as attorney-in-fact for Betty P. Graham) hereby rescind the Leases pertaining to all the minerals conveyed by the 97 Deed and later recovered from the ore that was extracted from the acres of land described in the 97 Deed based upon Iluka's failure of consideration for all the minerals conveyed by the 97 Deed and later recovered from the ore that was extracted from the acres of land described in the 97 Deed and each separate allegation made hereinabove and, I demand that you immediately pay $22,418,100,000.00 (22.4181 billion dollars) to PO Box 470213 San Francisco, CA 94147 c/o Laurence John Graham as this is the address for payment of the rescission money although the Denver County Colorado District Court which has the address of 1437 Bannock Street Denver, CO 80202 is the venue for all interpleaders involving the rescission of the Leases and the venue for a certain 9/29/03 Settlement Agreement between us and Betty P. Graham's other son Luke P. Graham that settled a 2002 Sussex County Virginia court case that contained 02-26 in the case number as Betty P. Graham chose this venue and I consent to it because Betty P. Graham has rights. The 9/29/03 Settlement Agreement is governed by California.

62. I, Betty Patrick Graham, emphasize that my son Laurence J. Graham is my Agent (also known as my attorney-in-fact) and that he is the only person authorized to bring, prosecute, and settle claims for me; accordingly, my son, Laurence J. Graham has the

> authority to do all things necessary to prosecute this rescission and recover the value of the minerals conveyed to me by the 97 Deed and later recovered from the ore that was extracted from the acres of land described in the 97 Deed plus the punitive damages determined by a jury plus the reinvested profits determined by a jury and he is the only person that can give you a release for me and he is the only person that can settle claims on my behalf. My son Laurence J. Graham also has the authority to donate the majority of the 22.4181 billion dollars plus the punitive damages plus the reinvested profits to charity.

WHEREFORE, Plaintiffs pray for bare money judgments against each of the Defendants as follows:

An order from the Court for a jury trial to determine the monetary value of both (60% of the one-third share of the minerals conveyed to Betty P. Graham by the 97 Deed and later recovered from the ore that was extracted from the acres of land described in the 97 Deed and the punitive damages for rescission of the portion of the Leases pertaining to said 60% of the one-third share of the minerals conveyed to Betty P. Graham by the 97 Deed and later recovered from the ore that was extracted from the acres of land described in the 97 Deed) and (the other 40% of the one-third share of the minerals conveyed to Betty P. Graham by the 97 Deed and later recovered from the ore that was extracted from the acres of land described in the 97 Deed and the punitive damages for rescission of the portion of the Leases pertaining to the other 40% of the one-third share of the minerals conveyed to Betty P. Graham by the 97 Deed and later recovered from the ore that was extracted from the acres of land described in the 97 Deed); and,

A jury trial, and;

For punitive damages; and,

For a jury to determine the monetary value of the reinvested profits made by the Defendants from the one-third share of the minerals conveyed to Betty P. Graham by the 97 Deed and later recovered from the ore that was extracted from the acres of land described in the 97 Deed; and,

For the costs incurred herein; and,

For attorneys' fees incurred herein; and,

For such other and further relief that the Court deems proper.

This VERIFIED AMENDED COMPLAINT FOR RESCISSION OF CONTRACT[S]; AND, DEMAND FOR JURY TRIAL is signed in the Los Feliz Neighborhood of Los Angeles, California on 1/7/2024.

Respectfully Submitted,

Betty Patrick Graham for Betty Patrick Graham: Betty Patrick Graham

Laurence J. Graham as attorney-in-fact for Betty P. Graham: Larry Graham

Laurence J. Graham as Agent for Betty P. Graham: Larry Graham

Laurence J. Graham as attorney-in-fact for Betty Patrick Graham: Larry Graham

Laurence J. Graham as Agent for Betty Patrick Graham: Larry Graham

Laurence J. Graham for Laurence J. Graham: Larry Graham

Laurence John Graham for Laurence John Graham: Larry Graham

Exhibit 1

1/12/2024 13:58
S. Renecker
WA Pierce 25976
Service to
NRA Inc. Olympia

SUPERIOR COURT OF CALIFORNIA FOR THE

COUNTY OF LOS ANGELES

(Central District)

Stanley Mosk Courthouse

Dated: January 7, 2024

Case No:

Laurence John Graham (also known as: Laurence J. Graham, Laurence Graham, and Larry Graham); and,

Betty Patrick Graham (also known as: Betty P. Graham, Betty Graham, and Betty Pat Graham); and,

Laurence J. Graham as Agent for Betty P. Graham (also known as: attorney-in-fact for Betty P. Graham), (also known as: attorney in fact for Betty P. Graham); and,

Laurence J. Graham as attorney-in-fact for Betty P. Graham (also known as: attorney in fact for Betty P. Graham)

Pro Se,

Plaintiffs,

v.

DuPont de Nemours, Inc.
c/o CT Corporation System at 1200 S Pine Island Road Suite 250
Plantation, FL 33324; and,

The Dow Chemical Company (also known as Dow, Inc.)
c/o CT Corporation System at 1200 S Pine Island Road Suite 250
Plantation, FL 33324; and,

Corteva, Inc.
c/o CT Corporation System at 1200 S Pine Island Road Suite 250 Plantation, FL; and,

The Chemours Company
c/o CT Corporation System at 1200 S Pine Island Road Suite 250
Plantation, FL 33324; and,

Iluka Resources, Inc.
c/o CT Corporation System at 1200 S Pine Island Road Suite 250
Plantation, FL 33324; and,

DOES 1-25, inclusive,

Defendants.

_____ /

VERIFIED AMENDED COMPLAINT FOR RESCISSION OF CONTRACT[S]; AND, DEMAND FOR JURY TRIAL

Plaintiffs Laurence John Graham (also known as Laurence J. Graham), Betty Patrick Graham, Laurence J. Graham as Agent for Betty P. Graham (also known as: attorney-in-fact for Betty P. Graham), Laurence J. Graham as attorney-in-fact for Betty P. Graham, and Laurence J. Graham as attorney in fact for Betty P. Graham ("Plaintiffs") are informed and believe and on that basis allege as follows:

1. Iluka Resources, Inc. is already in receipt of a copy of Betty P. Graham's FLORIDA GENERAL DURABLE POWER OF ATTORNEY dated 7/18/2014; I, Laurence J. Graham, am Betty P. Graham's Agent (also known as her attorney-in-fact); I have the powers to bring, prosecute, and settle all claims held by Betty P. Graham. Betty P.

Graham may be referred to as "Betty" herein. I may be referred to as "Laurence" herein.

2. Our 12/30/23 letter and amended complaint was mailed to Iluka Resources, Inc. c/o its registered agent CT Corporation System at 1200 S Pine Island Rd ste 250 Plantation, FL 33324 from Miami Beach FL on 12/30/23 by Unites States Postal Service Certified Mail return receipt service with Adult Signature requested and then served on 1/2/24 with our 1/1/24 letter and VERIFIED AMENDED COMPLAINT FOR RESCISSION OF CONTRACT[S]; AND, DEMAND FOR JURY TRIAL after it was mailed from Orlando, Florida to Iluka Resources, Inc. c/o its registered agent CT Corporation System at 1200 S Pine Island Rd ste 250 Plantation, FL 33324 by Unites States Postal Service Certified Mail return receipt service with Adult Signature requested and we hereby amend it.

GENERAL ALLEGATIONS

3. Whenever reference is made in this VERIFIED AMENDED COMPLAINT FOR RESCISSION OF CONTRACT[S]; AND, DEMAND FOR JURY TRIAL to any act of any corporate or other business defendant, such allegation shall mean that said defendant and its officers, directors, agents, employees, representatives, or aider or abettor did or authorized such acts while engaged in the management, operation, direction, or control of the affairs of such defendant and while acting within the scope and course of their duties.

NATURE OF ACTION AND BACKGROUND

4. Betty P. Graham and her sisters Julia P. Boyd (also Known as Julia H. Parson), and Ann P, Everett were conveyed title, in equal shares, to tangible real property minerals of every kind and character located below the surface of the more than 1,150 acres of land by a certain Deed of Gift dated the 19th Day of May 1997 which is recorded in the Clerk's Office of Sussex County, VA in Deed Book 155 Page 637 and the Clerk's Office of Dinwiddie County, VA in Deed Book 410 Page 204, (hereinafter "the 97 Deed") which, by its written language, is said to be drafted by one attorney who, although we did not know it at the time, had a history of performing work for RGC

(USA) Minerals, Inc. (hereinafter, "RGC"); but, we did know that he was working on the 97 Deed with RGC and that the McGuire Woods law firm was involved.

5. With the conveyance of title to more than 1,150 acres of subsurface minerals, the 97 Deed also conveyed the right of ingress and egress, and possession at all times for the purpose of mining, drilling and operating for said minerals and the maintenance of facilities and means necessary or convenient for producing, treating and transporting such minerals; furthermore, the 97 Deed also transferred all of Betty's parent's royalties due under ten certain October 13, 1989 Deeds of Mining Lease to Betty P. Graham, Julia P. Boyd, and Ann P. Everett except for the next two annual advance royalty payments; said ten certain October 13, 1989 Deeds of Mining Lease were signed by Betty's father George L. Parson, Jr. and Betty's mother Mary E. Parson and RGC and are intertwined; therefore, they are one contract and are also known as the 1,169.86 acre lease by Betty, her parents, and RGC since the recording of the 97 Deed, memorandums of said leases being of record in the Clerk's Office of the Circuit Court of Sussex County, Virginia and the Clerk's Office of the Circuit Court of Dinwiddie County, Virginia (hereinafter "the Leases"). The 97 Deed severed the 1,169.86 acre lease from the 1,196.61 acre lease that Betty's parents and RGC entered into. E.I. Du Pont De Nemours and Company (hereinafter "DuPont") drilled into the subsurface minerals located below the acres of land described in the 97 Deed and tested the quality of the minerals therefrom and made representations about the tonnage of minerals contained below the surface of those acres of land to Betty's father George L. Parson, Jr. which he relied upon while signing the Leases that RGC prepared.

6. Accordingly, Betty P. Graham, Julia P. Boyd, and Ann P. Everett were each conveyed title to a separate one-third share of the tangible real property minerals located below the surface of more than 1,150 acres of land by the 97 Deed together with the right of ingress and egress, and possession at all times for the purpose of mining, drilling and operating for said minerals and the maintenance of facilities and means necessary or convenient for producing, treating and transporting such minerals,

and each of them also received one-third of the royalties due under the Leases by the 97 Deed except for the next two annual advance royalty payments.

7. Venue is proper under California law because defendant Iluka Resources, Inc. (hereinafter "Iluka") sent a representation of royalties due under the Leases into California thereby subjecting Iluka to California law for rescission of the Leases; and, because DuPont, Dow, Dupont, Chemours, Dow Chemical, Iluka, and other unnamed companies referred to herein as DOES shipped products to Los Angeles County California containing saleable minerals recovered from the ore that was extracted from the acres of land described in the 97 Deed; and, because said defendants sold products containing the saleable minerals recovered from the ore that was extracted from the acres of land described in the 97 Deed in the stream of commerce within Los Angeles County California; and, because said defendants engaged in price-fixing and other anticompetitive conduct in both the titanium dioxide pigment market and the markets for the saleable minerals recovered from the ore that was extracted from the acres of land described in the 97 Deed that suppressed the prices of saleable minerals recovered from the ore that was extracted from the acres of land described in the 97 Deed in Los Angeles County California thereby subjecting them to California law for said conduct; and, because our correspondence address is 2210 W Sunset Blvd PMB 201 Los Angeles, CA 90026; and, because this Court is the repository for any necessary court deposits of funds; therefore, venue is proper in the SUPERIOR COURT OF CALIFORNIA FOR THE COUNTY OF LOS ANGELES and in the (Central District) at the Stanley Mosk Courthouse; and, we reserve the right to include additional bases.

8. I, Laurence John Graham, spoke with the head geologist employed by Iluka who explained that there were 30 to 35 million tons of heavy minerals left to be mined in the Old Hickory Heavy Mineral Reserve and that 80% to 85% of those tons would be recovered as saleable product and confirmed that 24 million tons would be sold and I questioned Iluka's officer about Iluka's geologist's representations and Iluka's officer denied them and he also represented Iluka to notify me that the owners of minerals and royalties were not allowed to know such information at that time and not allowed

to know it until the end of Iluka's undertaking of extracting and receiving payment for the minerals conveyed to Betty P. Graham, Julia P. Boyd, and Ann P. Everett by the 97 Deed and not allowed to know it before Iluka determined who was to receive all of Betty P. Graham's royalty payments; Iluka's officer explained to me that the minerals conveyed to Betty P. Graham, Julia P. Boyd, and Ann P. Everett by the 97 Deed would be mined from the ten parcels with simultaneous mining and that the minerals from those parcels would be comingled.

9. We allege that by demanding that Iluka disclose to us how many tons of each kind of mineral that it has extracted from the acres of land described in the 97 Deed and the location of each of those tons that we thereby demanded that Iluka disclose to us how many tons of each kind of mineral that it has extracted from the parcels of land listed in the 97 Deed and the location of each of those tons.

10. We allege that by demanding that Iluka disclose to us how many tons of each kind of mineral that it has extracted from the acres of land described in the 97 Deed and the location of each of those tons and the per ton fair market value of each kind of mineral that it extracted from the acres of land described in the 97 Deed that we thereby demanded that Iluka disclose to us how many tons of each type of mineral that it has extracted from the acres of land described in the 97 Deed and the location of each of those tons and the per ton fair market value of each type of mineral that it extracted from the acres of land described in the 97 Deed.

11. In response to our demands for Iluka to disclose to us how many tons of each kind of mineral it has extracted from the acres of land described in the 97 Deed, the location of each of those tons, and the per ton fair market value of each kind of mineral extracted from the acres of land described in the 97 Deed, Iluka concealed all the information that we demanded it disclose to us but delivered its royalty statement into California.

12. RGC wrote the royalty rate into the Leases at 8% and there were also land lease payments to be disbursed that RGC wrote into the Leases.

13. With Iluka concealing the number of tons of each kind of mineral that it has extracted from the acres of land described in the 97 Deed, the location of each of those tons, and the per ton fair market value of each kind of mineral that it has extracted from the acres of land described in the 97 Deed and the with the report of slightly over 2.5 million dollars of royalties delivered by Iluka into California, Laurence John Graham calculated that ore containing a sum total of 28.125 million short tons (2000 pounds per ton) of zircon mineral tons and titanium mineral tons was extracted from the acres of land described in the 97 Deed and that a sum total of 22.5 million saleable short tons of minerals were recovered from that ore including, and limited to, tons of saleable zircon and titanium minerals and he calculated the value of those 22.5 million short tons of saleable minerals at $67,275,000,000.00 (67.275 billion dollars).

14. Iluka also concealed the dollar amount disbursed for the minerals conveyed by the 97 Deed and later recovered from the ore that was extracted from the acres of land described in the 97 Deed and Laurence John Graham calculated that the sum total amount in dollars disbursed to Betty's parents, their three daughters, and their grandchildren for the minerals conveyed by the 97 Deed and later recovered from the ore that was extracted from the acres of land described in the 97 Deed is less than 28.2 million dollars including less than 27 million dollars of royalties plus less than 1.2 million dollars of land lease payments which adds up to less than 28.2 million dollars that has been disbursed for 22.5 million short tons of saleable minerals recovered from the ore that was extracted from the acres of land described in the 97 Deed.

15. Laurence John Graham also calculated that the value of a one-third share of the saleable minerals recovered from the ore that was extracted from the acres of land described in the 97 Deed is $22,425,000.00 (22.425 billion dollars).

16. Plaintiffs further allege that the paragraphs below include more than sixty allegations each of which we believe stands individually as legal basis for rescission of the Leases under California law.

17. We allege that within close proximity to but prior to October 13, 1989, DuPont drilled into the subsurface minerals located below the acres of land described in the 97 Deed and tested the quality of the minerals therefrom and knowingly made fraudulent and misleading representations to Betty P. Graham's father regarding the number of tons of minerals located below the surface of the acres of land described in the 97 Deed.

18. We allege that E.I. Du Pont De Nemours and Company merged with The Dow Chemical Company (hereinafter "Dow") to form DowDuPont.

19. We allege that Corteva, Inc. was formed by a spinoff from DowDuPont.

20. We allege that Dow, Inc. (hereinafter "Dow Chemical") was formed by a spinoff from DowDuPont

21. We allege that DowDuPont changed its name to DuPont de Nemours, Inc. (hereinafter "Dupont") after the Dow Chemical spinoff.

22. We allege that the ten October 13, 1989 Deeds of Mining Lease, which pertained to the acres of land described in the 97 Deed, are intertwined; therefore, they are one contract.

23. We allege that the ten October 13, 1989 Deeds of Mining Lease, which pertained to the acres of land described in the 97 Deed, are intertwined; therefore, they are one contract and we allege that performance is not divisible.

24. We allege that the ten October 13, 1989 Deeds of Mining Lease, which pertained to the acres of land described in the 97 Deed, are intertwined; therefore, they are one contract and we allege that the royalty payments are not divisible.

25. We allege that we demanded that Iluka disclose to us how many tons of each kind of mineral that it has extracted from the acres of land described in the 97 Deed, the location of each of those tons, and the per ton fair market value of each kind of mineral that it has extracted from the acres of land described in the 97 Deed and that Iluka is concealing all of this information from us.

26. We allege that Reed Mayo, Esq., as attorney for Iluka, sent a letter containing Iluka's representation of royalties due under the Leases into California which notified of slightly over 2.5 million dollars of royalties thereby subjecting Iluka to California law for rescission of the Leases.

27. We allege that the slightly over 2.5 million dollars of royalties reported by Iluka into California was a final royalty calculation.

28. We allege that Iluka was the extractor of the ore from the acres of land described in the 97 Deed from which the sum total of 22.5 million saleable short tons of zircon and titanium minerals were recovered.

29. We allege that the sum total of less than 27 million dollars of royalties plus less than 1.2 million dollars of land lease payments adds up to less than 28.2 million dollars of royalties for the 22.5 million short tons of saleable minerals recovered from the ore that was extracted from the acres of land described in the 97 Deed which is severely insufficient consideration and therefore is a failure of consideration by Iluka.

30. We allege that Iluka breached a fiduciary duty by not delivering fair and equitable consideration to us for the minerals conveyed by the 97 Deed after it extracted the ore from below the surface of the acres of land described in the 97 Deed that contained said minerals and from which the saleable minerals were recovered.

31. We also allege that DuPont, Dow, The Chemours Company, (hereinafter "Chemours"), Dupont, and Dow Chemical aided and abetted Iluka's breach of a fiduciary duty to deliver fair and equitable consideration to us for the saleable minerals recovered from the ore that was extracted from the acres of land described in the 97 Deed by knowingly receiving tons of minerals that were recovered from the ore that was extracted from the acres of land described in the 97 Deed while knowing that Iluka was underreporting production to its US regulator and while knowing that Iluka would not deliver fair and equitable consideration to us for the saleable minerals recovered from the ore that was extracted from the acres of land described in the 97 Deed and by giving encouragement and substantial assistance to Iluka in its breach of a fiduciary duty to deliver fair and equitable consideration to us for the saleable

minerals recovered from the ore that was extracted from the acres of land described in the 97 Deed and we allege that financial gain motivated DuPont to aid and abet Iluka in its breach of a fiduciary duty to deliver fair and equitable consideration to us for the saleable minerals recovered from the ore that was extracted from the acres of land described in the 97 Deed and that DuPont benefited financially from aiding and abetting Iuka's breach of a fiduciary duty to deliver fair and equitable consideration to us for the minerals recovered from the ore that was extracted from the acres of land described in the 97 Deed; the substantial assistance that DuPont provided Iluka in its breach of a fiduciary duty to deliver fair and equitable consideration to us for the minerals recovered from the ore that was extracted from the acres of land described in the 97 Deed includes, but is not limited to, DuPont knowingly receiving many more tons of minerals recovered from the ore that was extracted from the acres of land described in the 97 Deed than the number of tons of minerals that Iluka reported producing from the entire Old Hickory Heavy Mineral Reserve to its US regulator and concealing the receipt of these tons from both Iluka's US regulator and its US regulator after DuPont encouraged and designed the underreported production scheme pertaining to the minerals recovered from the ore that was extracted from the acres of land described in the 97 Deed as the architect of it, and DuPont converted tons of said minerals into titanium dioxide pigment some of which DuPont sold as titanium dioxide pigment and some of which DuPont sold in products containing titanium dioxide pigment while DuPont underreported the production of titanium dioxide pigment to its US regulator and we allege that this underreported production scheme also thwarted competition and that both financial gain and the exclusion and elimination of competition motivated DuPont's conduct and we allege that DuPont did a spinoff of its titanium dioxide pigment manufacturing business into Chemours in an effort to conceal this conduct but continued to receive more tons of titanium dioxide pigment and titanium dioxide pigment containing products from Chemours than it and Chemours were reporting to its US regulator and received them at extremely low prices while disguising and concealing payment to Chemours and while knowing that said titanium dioxide pigment and titanium dioxide pigment containing products were made with minerals recovered from the ore that Iluka

extracted from the acres of land described in the 97 Deed and while knowing that Iluka was underreporting the tons of saleable minerals recovered from the ore that was extracted from the acres of land described in the 97 Deed and the entire Old Hickory Heavy Mineral Reserve to its US regulator and while knowing that Iluka would not deliver fair and equitable consideration to us for the tons of minerals recovered from the ore that was extracted from the acres of land described in the 97 Deed and we allege that Dupont continues to disguise and actively conceal all of this conduct; and, we allege that Dow was the largest purchaser of titanium dioxide pigment from DuPont and Chemours and knew that DuPont and Chemours were underreporting production of titanium dioxide pigment and receiving the tons of minerals to make said titanium dioxide pigment from the Old Hickory Heavy Mineral Reserve and knew that Iluka was underreporting the tons of minerals that it produced from the Old Hickory Heavy Mineral reserve to its US regulator and Dow provided substantial assistance to DuPont and Chemours by receiving more tons of titanium dioxide pigment and products containing titanium dioxide pigment from DuPont and Chemours than they reported producing to their US regulator, and by knowingly concealing the number of tons of said titanium dioxide pigment and products containing titanium dioxide pigment that it received from DuPont and Chemours, Dow knowingly participated in the concealment of the number of tons of saleable minerals recovered from the ore that was extracted from the acres of land described in the 97 Deed from us and Dow engaged in accounting practices to disguise and conceal payment to DuPont and Chemours for titanium dioxide pigment and titanium dioxide pigment containing products and we further allege that the payment from DuPont and Chemours to Iluka for the tons of minerals received by them from Iluka which were recovered from the ore that was extracted from the acres of land described in the 97 Deed was a small percentage of the fair market value of said tons and that DuPont, Chemours, and Dow knew that this conduct would suppress the market prices for such minerals and we allege that Dow benefited financially by receiving said tons of titanium dioxide pigment and titanium dioxide pigment containing products at extremely low prices and later merged with DuPont thereby forming DowDuPont to conceal this conduct and we allege that DowDuPont aided

and abetted Iluka in its breach of a fiduciary duty to deliver fair and equitable consideration to us for the 22.5 million short tons of saleable minerals recovered from the ore that was extracted from the acres of land described in the 97 Deed by conduct that includes, but is not limited to, providing substantial assistance to Chemours by receiving more tons of titanium dioxide pigment and products containing titanium dioxide pigment from Chemours than Chemours was reporting that it produced to its US regulator while knowing that Chemours was underreporting production of titanium dioxide pitmen to its US regulator and receiving said tons of titanium dioxide pigment from Chemours at below market prices while knowing that Chemours was making titanium dioxide pigment with the minerals recovered from the ore that was extracted from the acres of land described in the 97 Deed and while knowing that Iluka was underreporting the number of tons of saleable minerals that it was recovering from the ore that was extracted from the acres of land described in the 97 Deed and the entire Old Hickory Heavy Mineral Reserve to its US regulator and while knowing that Iluka would not deliver fair and equitable consideration to us for the tons of saleable minerals recovered from the ore that was extracted from the acres of land described in the 97 Deed and while knowing that this conduct would suppress market prices for the saleable minerals recovered from the ore that was extracted from the acres of land described in the 97 Deed and Corteva, Inc. was aware of this conduct and continues to participate in the active concealment of it and we allege that Dupont, Dow Chemical, Chemours, and Corteva, Inc. continue to reinvest the profits that DuPont, Dow, Dupont, Dow Chemical, and Chemours made from the conduct complained of in this paragraph. We also allege that the conduct complained of in this paragraph is also common law conversion however, we only choose the bases for and remedies available for rescission under California law which include a jury trial for a bare money judgement and determination of the punitive damages.

32. We allege that DuPont was the architect of the price fixing scheme for saleable minerals recovered from the ore that was extracted from the acres of land described in the 97 Deed and that Dow, Dow Chemical, Chemours, and other unnamed companies

referred to herein as DOES were aware of it and chose to participate in price-fixing and benefited financially from it.

33. We allege that Dupont, its officers, and directors are actively participating in an ongoing fraudulent scheme to deprive Betty P. Graham and her family of fair and equitable consideration for the saleable minerals recovered from the ore that was extracted from the acres of land described in the 97 Deed.

34. We allege that Dow Chemical, its officers, and directors are actively participating in an ongoing fraudulent scheme together with Dupont, its officers, and directors and other unnamed companies (referred to herein as "DOES") and their officers and directors to deprive Betty P. Graham and her family of fair and equitable consideration for the saleable minerals recovered from the ore that was extracted from the acres of land described in the 97 Deed.

35. We allege that Corveta, Inc., its officers and directors together with Dupont, its officers and directors, and Dow Chemical, its officers and directors, and other unnamed companies (referred to herein as "DOES") and their officers and directors continue to actively participate in a fraudulent scheme to deprive Betty P. Graham and her family of fair and equitable consideration for the saleable minerals recovered from the ore that was extracted from the acres of land described in the 97 Deed.

36. We allege that Chemours, its officers and directors together with Dupont, its officers and directors, Dow Chemical, its officers and directors, and other unnamed companies (referred to herein as "DOES") and their officers and directors continue to actively participate in a fraudulent scheme to deprive Betty P. Graham and her family of fair and equitable consideration for the minerals recovered from the ore that was extracted from the acres of land described in the 97 Deed.

37. We allege that Dupont, its officers and directors, Dow Chemical, its officers and directors, Chemours, its officers and other unnamed companies (referred to herein as "DOES") and their officers and directors continue to actively participate in a fraudulent scheme to conceal the failure of consideration for the minerals conveyed

by the 97 Deed and later recovered from the ore that was extracted from the acres of land described in the 97 Deed.

38. We also allege an ongoing conspiracy to commit and conceal fraud by Dupont, its officers and directors, Dow Chemical, its officers and directors, Chemours, its officers, Iluka, its officers and directors and other unnamed companies (referred to herein as "DOES") with secret meetings and communications between you to conceal the failure of consideration for the minerals conveyed by the 97 Deed and later recovered from the ore that was extracted from the acres of land described in the 97 Deed and that such conduct amounts to an enterprise engaged to commit fraud.

39. We also allege that DuPont, its officers and directors, Dow, its officers and directors, Chemours, its officers and directors, Dow Chemical, its officers and directors, Dupont, its officers and directors and other unnamed companies referred to herein as DOES are engaged in underreporting of titanium dioxide pigment production and are motivated by such conduct to conceal the number of tons of minerals needed to make titanium dioxide pigment that they received from Iluka and the payment made to Iluka for it and that this conduct was anticompetitive and part of a price-fixing scheme.

40. We also allege that Dupont, its officers and directors, Dow Chemical, its officers and directors, Chemours, its officers and directors, Iluka, its officers and directors and other unnamed companies referred to herein as DOES and their officers and directors are engaged in ongoing price-fixing to suppress the prices of minerals in the markets for minerals similar to the saleable minerals recovered from the ore that was extracted from the acres of land described in the 97 Deed in an attempt to conceal the failure of consideration for the minerals conveyed by the 97 Deed and later recovered from the ore that was extracted from the acres of land described in the 97 Deed and the value received for this rescission.

41. We also allege tortious interference with the Leases by DuPont, Dow, Dupont, Chemours, Dow Chemical and other unnamed companies referred to herein as DOES.

42. We also allege tortious interference with contract expectations by DuPont, Dow, Dupont, Chemours, Dow Chemical, Iluka, and other unnamed companies referred to herein as DOES.

43. We allege that by concealing the number of tons of each kind of mineral that it extracted from the acres of land described in the 97 Deed that Iluka concealed the number of tons of each kind of mineral recovered from the ore that was extracted from the acres of land described in the 97 Deed.

44. We also allege that Iluka breached a fiduciary duty by its concealment of the number of tons of each kind of mineral that it extracted from the acres of land described in the 97 Deed.

45. We also allege that Iluka breached a fiduciary by its concealment of the number of tons of each type of mineral that it extracted from the acres of land described in the 97 Deed and the fair market value of each of those tons.

46. We also allege that Iluka breached a fiduciary by its concealment of the number of tons of each kind of mineral that it has extracted from the acres of land described in the 97 Deed and the fair market value of each of those tons.

47. We also allege further malicious and evil conduct which includes, but is not limited to, the manipulative and tortious use of undue influence by Iluka's officers, Reed Mayo, and other rogue attorneys to induce Betty and Luke into a 2002 Sussex County Virginia court case that contained 02-26 in the case number; and, your manipulation of Betty's parents is also appalling. Bringing you to justice with guilty pleas from your officers, Reed Mayo, and other attorneys that aided and abetted you is an important part of this. You know that the Sussex County, VA 02-26 contested deed litigation was life threateningly stressful and harmful to Betty and tremendously stressful and harmful to Laurence and that it was motivated by the furtherance of a fraudulent scheme.

48. We also allege that, in the operation of your fraudulent scheme, you have committed numerous unlawful and criminal acts in attempt to deprive Betty of her rights which

is an ongoing source of harm to Betty and Laurence, therefore rescinding the Leases became an emergency.

49. We also allege that Iluka has been concealing what it disbursed for the saleable minerals recovered from the ore that was extracted from the acres of land described in the 97 Deed in attempt to thwart and obstruct the rescission of the Leases but that Laurence calculated that the total amount disbursed for the minerals conveyed by the 97 Deed and later recovered from the ore that was extracted from the acres of land described in the 97 Deed at less than 28.2 million dollars with Iluka's final representation of royalties due for the minerals recovered from the ore that was extracted from the acres of land described in the 97 Deed.

50. Virginia is not a convenient venue for either of us and we have never appeared in court there and we hereby notify you that we object to any legal proceedings in Virginia. I, Betty Patrick Graham, hereby notify you that I fear that Iluka seeks to weaponize Virginia courts to harm by the use of unethical and unlawful tactics intended to delay and deprive and that it is a threat to me to ever have to appear in any legal proceeding in Virginia, therefore I object to it. We object to any legal proceedings in Virginia because, among other reasons, it is an inconvenient venue; and, we reserve the right to assert other bases to determine Virginia courts inappropriate for any litigation involving us which may include, but is not limited to, you perpetrating frauds in and upon Virginia courts. Furthermore, it is important to note that the delay tactics used by Iluka are enormously harmful and have taken so much of our lives and its efforts to delay and try to avoid wire fraud charges and likely prosecution for other criminal charges is also part of the furtherance of a fraudulent scheme.

51. I, Laurence John Graham, believe that you have spent millions trying to deprive Betty P. Graham of her rights. It may be discovered that the amount of questionable payments made to rogue lawyers and others acting unlawfully to influence the outcome of litigation involving us is many times more than the 6.445 million dollar payment that DuPont made to the law firm of Friedman, Rodriguez, Ferraro, and St. Louis that was alleged to have influenced a Miami, FL Benlate case. Betty and I

empathize with the Benlate victims who valiantly sought justice against DuPont. The reported sum total that DuPont paid out for judgments and settlements in Benlate litigation seems unconscionably low and we intend to set forth a plan for other Dupont victims should our claim render Dupont insolvent and bankrupt as the scorched earth tactics that DuPont has been alleged to employ have left a mark on the justice system.

52. As was required by California law, prior to rescinding the Leases, I, Laurence John Graham, first offered to return the sum total of all land lease payments and royalties disbursed for the minerals conveyed by the 97 Deed and later recovered from the ore that was extracted from the acres of land described in the 97 Deed. By the powers that I have to bring, prosecute, and settle all claims involving the one-third share of the minerals conveyed to Betty by the 97 Deed, I hereby offer to return $400,000.00 dollars of the land lease payments and 9 million dollars of royalties to Iluka which is the maximum sum total amount that was disbursed for the one-third share of the minerals conveyed to Betty by the 97 Deed and later recovered from the ore that was extracted from the acres of land described in the 97 Deed; and, by such powers, I hereby offer to return $400,000.00 of the land lease payments and 9 million dollars of royalties to Iluka which is the maximum sum total amount that was disbursed for the one-third share of the minerals conveyed to Julia P. Boyd, (also known as Julia H. Parson), by the 97 Deed and later recovered from the ore that was extracted from the acres of land described in the 97 Deed; and, by such powers, I hereby to return $400,000.00 of the land lease payments and 9 million dollars of royalties to Iluka which is the maximum sum total amount that was disbursed for the one-third share of the minerals conveyed to Ann P. Everett by the 97 Deed and later recovered from the ore that was extracted from the acres of land described in the 97 Deed.

53. Although we offered to restore Iluka the total amount in dollars that was disbursed to Betty's parents, their three daughters, and their grandchildren for the minerals conveyed by the 97 Deed and later recovered from the ore that was extracted from the acres of land described in the 97 Deed, the $22,425,000.00 (22.425 billion dollars) value of a one-third share of the minerals recovered from the ore that was extracted

from the acres of land described in the 97 Deed exceeds the maximum sum total amount that was disbursed for the minerals conveyed by the 97 Deed and later recovered from the ore that was extracted from the acres of land described in the 97 Deed which Laurence John Graham calculated to be less than 27 million dollars of royalties plus $1,200,000.00 of land lease payments; therefore, returning money to Iluka is not applicable and a jury must determine the value of the punitive damages; and, I believe that the applicable punitive damages under California law for rescission of the portion of the Leases pertaining to the one-third share of the minerals conveyed to Betty by the 97 Deed and later recovered from the ore that was extracted from the acres of land described in the 97 Deed exceeds 22.425 billion dollars; therefore, returning money to Iluka is not applicable; and, a jury must determine the value of the reinvested profits that your and other unnamed companies, referred to herein as DOES, made from the one-third share of the minerals conveyed to Betty by the 97 Deed and later recovered from the ore that was extracted from the acres of land described in the 97 Deed and later recovered from the ore that was extracted from the acres of land described in the 97 Deed which may also exceed 22.425 billion dollars; therefore, returning money to Iluka is not applicable.

54. I, Laurence J. Graham, have the powers to bring, prosecute, and settle all claims involving the minerals conveyed to Betty by the 97 Deed, and based upon a failure of consideration for the minerals conveyed to Betty by the 97 Deed and later recovered from the ore that was extracted from the acres of land described in the 97 Deed and each separate allegation made hereinabove, I hereby rescind the portion of the Leases pertaining to 60% of the one-third share of the minerals conveyed to Betty by the 97 Deed and later recovered from the ore that was extracted from the acres of land described in the 97 Deed and the other 40% of the one-third share of the minerals conveyed to Betty by the 97 Deed and later recovered from the ore that was extracted from the acres of land described in the 97 Deed; and, by such powers, and based upon a failure of consideration for the minerals conveyed by the 97 Deed and later recovered from the ore that was extracted from the acres of land described in the 97 Deed and the other separate allegations made herein above, I hereby separately

rescind the portion of the Leases pertaining to the one-third share of the minerals conveyed to Julia P. Boyd (also known as Julia H. Parson) by the 97 Deed and later recovered from the ore that was extracted from the acres of land described in the 97 Deed; and, by such powers, and based upon a failure of consideration for the minerals conveyed by the 97 Deed and later recovered from the ore that was extracted from the acres of land described in the 97 Deed and the other separate allegations listed above, I hereby separately rescind the portion of the Leases pertaining to the one-third share of the minerals conveyed to Ann P. Everett by the 97 Deed and later recovered from the ore that was extracted from the acres of land described in the 97 Deed. Now, I demand that you immediately pay $22,418,100,000.00 (22.4181 billion dollars) to PO Box 470213 San Francisco, CA 94147 as this is the address for payment of the rescission money although the Denver County Colorado District Court which has the address of 1437 Bannock Street Denver, CO 80202 is the venue for all interpleaders involving the rescission of the Leases and the venue for a certain 9/29/03 Settlement Agreement between us and Betty's other son Luke P. Graham that settled a 2002 Sussex County Virginia court case that contained 02-26 in the case number as Betty chose this venue and I consent to it because Betty has rights. Also, said 9/29/03 Settlement Agreement is governed by California law.

55. Immediate proof that you have the money to pay $67,273,819,000.00 is demanded from you and I reserve the right to demand proof of additional liquid funds. Recovering these funds is the avenue that I choose as having a bankruptcy court dissolve your companies is not the relief sought; however, I reserve all rights to recover the money judgement that is sought herein and any attempt to divert attention from this right and your books and records won't be tolerated.

56. I, Betty Patrick Graham, believe that the sum total of royalties and land lease payments disbursed for the one-third share of the minerals that were conveyed to me by the 97 Deed and later recovered from the ore that was extracted from the acres of land described in the 97 Deed is severely insufficient and therefore a failure of consideration for the one-third share of the minerals conveyed to me by the 97 Deed and later recovered from the ore that was extracted from the acres of land described in

the 97 Deed; therefore, I, Betty Patrick Graham hereby offer to return $400,000.00 of the land lease payments and 9 million dollars of royalties to Iluka which is the maximum sum total amount that was disbursed for the one-third share of the minerals conveyed to me by the 97 Deed and later recovered from the ore that was extracted from the acres of land described in the 97 Deed; and, I hereby offer to return the remaining $800,000 of land lease payments and 18 million dollars of royalties to Iluka which amounts to a total of $1,200,000.00 of land lease payments and 27 million dollars of royalties that I hereby offer to return to Iluka which is the maximum sum total amount that was disbursed for all the minerals conveyed by the 97 Deed and later recovered from the ore that was extracted from the acres of land described in the 97 Deed.

57. Although we offered to restore Iluka the total amount in dollars that was disbursed to my parents, their three daughters (one of which is me Betty), and their grandchildren for the minerals conveyed by the 97 Deed and later recovered from the ore that was extracted from the acres of land described in the 97 Deed, the $22,425,000.00 (22.425 billion dollars) value of a one-third share of the minerals recovered from the ore that was extracted from the acres of land described in the 97 Deed exceeds the maximum sum total amount that was disbursed for the minerals conveyed by the 97 Deed and later recovered from the ore that was extracted from the acres of land described in the 97 Deed which Laurence calculated to be less than 27 million dollars of royalties plus $1,200,000.00 of land lease payments; therefore, returning money to Iluka is not applicable and a jury must determine the value of the punitive damages; and, I believe that the applicable punitive damages under California law for rescission of the portion of the Leases pertaining to the one-third share of the minerals conveyed to me by the 97 Deed and later recovered from the ore that was extracted from the acres of land described in the 97 Deed exceeds 22.425 billion dollars; therefore, returning money to Iluka is not applicable and a jury must determine the value of the reinvested profits that your and other unnamed companies, referred to herein as DOES, made from the one-third share of the minerals conveyed to me by the 97 Deed and later extracted

from the acres of land described in the 97 Deed which may also exceed 22.425 billion dollars; therefore, returning money to Iluka is not applicable.

58. Now, based upon a failure of consideration and each separate allegation made hereinabove and the other separate allegations made herein above, I hereby rescind the portion of the Leases pertaining to 60% of the one-third share of the minerals conveyed to me by the 97 Deed and later recovered from the ore that was extracted from the acres of land described in the 97 Deed and the other 40% of the one-third share of the minerals conveyed to me by the 97 Deed and later recovered from the ore that was extracted from the acres of land described in the 97 Deed; and, if rescinding a portion of the Leases is not possible, I hereby rescind the Leases pertaining to all the minerals conveyed by the 97 Deed and later recovered from the ore that was extracted from the acres of land described in the 97 Deed based upon Iluka's failure of consideration for all the minerals conveyed by the 97 Deed and later recovered from the ore that was extracted from the acres of land described in the 97 Deed and each separate allegation made hereinabove; and, I demand that you immediately pay $22,418,100,000.00 (22.4181 billion dollars) to PO Box 470213 San Francisco, CA 94147 c/o Laurence John Graham as this is the address for payment of the rescission money although the Denver County Colorado District Court which has the address of 1437 Bannock Street Denver, CO 80202 is the venue for all interpleaders involving the rescission of the Leases and the venue for a certain 9/29/03 Settlement Agreement between us and my other son Luke P. Graham that settled a 2002 Sussex County Virginia court case that contained 02-26 in the case number as I chose this venue and Laurence consents to it. The 9/29/03 Settlement Agreement is governed by California law.

59. I, Laurence J. Graham, as Agent for Betty P. Graham (also known as attorney-in-fact for Betty P. Graham) believe that the sum total of royalties and land lease payments disbursed for the one-third share of the minerals conveyed to Betty P. Graham by the 97 Deed and later recovered from the ore that was extracted from the acres of land described in the 97 Deed is severely insufficient and therefore a failure of consideration for the one-third share of the minerals conveyed to Betty P. Graham by

the 97 Deed and later recovered from the ore that was extracted from the acres of land described in the 97 Deed; therefore, I, Laurence J. Graham, as Agent for Betty P. Graham (also known as attorney in-in-fact for Betty P. Graham) and offered to return $400,000.00 of the land lease payments and 9 million dollars of royalties to Iluka which is the maximum sum total amount of what was disbursed for the one-third share of the minerals conveyed to Betty P. Graham by the 97 Deed and later recovered from the ore that was extracted from the acres of land described in the 97 Deed; and, I, Laurence J. Graham, as Agent for Betty P. Graham (also known as attorney in-in-fact for Betty P. Graham) and offered to return the remaining $800,000 of land lease payments and 18 million dollars of royalties to Iluka which amounts to a total of $1,200,000.00 of land lease payments and 27 million dollars of royalties that I hereby offer to return to Iluka which is the maximum sum total amount that was disbursed for all the minerals conveyed by the 97 Deed and later recovered from the ore that was extracted from the acres of land described in the 97 Deed.

60. Although we offered to restore Iluka the total amount in dollars that was disbursed to Betty P. Graham parents, their three daughters (one of which is Betty), and their grandchildren for the minerals conveyed by the 97 Deed and later recovered from the ore that was extracted from the acres of land described in the 97 Deed, the $22,425,000.00 (22.425 billion dollars) value of a one-third share of the minerals that was recovered from the ore that was extracted from the acres of land described in the 97 Deed exceeds the maximum sum total amount that was disbursed for the minerals conveyed by the 97 Deed and later recovered from the ore that was extracted from the acres of land described in the 97 Deed which I, Laurence J. Graham, as Agent for Betty P. Graham (also known as attorney-in-fact for Betty P. Graham) calculate to be less than 27 million dollars of royalties plus $1,200,000.00 of land lease payments; therefore, returning money to Iluka is not applicable and a jury must determine the value of the punitive damages; and, I believe that the applicable punitive damages under California law for rescission of the portion of the Leases pertaining to the one-third share of the minerals conveyed to Betty P. Graham by the 97 Deed and later recovered from the ore that was extracted from the acres of land described in the 97

Deed exceeds 22.425 billion dollars; therefore, returning money to Iluka is not applicable and a jury must determine the value of the reinvested profits that your and other unnamed companies, referred to herein as DOES, made from the one-third share of the minerals conveyed to Betty P. Graham by the 97 Deed and later recovered from the ore that was extracted from the acres of land described in the 97 Deed which may also exceed 22.425 billion dollars; therefore, returning money to Iluka is not applicable.

61. Now, based upon a failure of consideration and each separate allegation made hereinabove, I, Laurence J. Graham, as Agent for Betty P. Graham (also known as attorney in-in-fact for Betty P. Graham) hereby rescind the portion of the Leases pertaining to 60% of the one-third share of the minerals conveyed to Betty P. Graham by the 97 Deed and later recovered from the ore that was extracted from the acres of land described in the 97 Deed and the other 40% of the one-third share of the minerals conveyed to Betty P. Graham by the 97 Deed and later recovered from the ore that was extracted from the acres of land described in the 97 Deed; and, if rescinding a portion of the Leases is not possible, I, Laurence J. Graham, as Agent for Betty P. Graham (also known as attorney-in-fact for Betty P. Graham) hereby rescind the Leases pertaining to all the minerals conveyed by the 97 Deed and later recovered from the ore that was extracted from the acres of land described in the 97 Deed based upon Iluka's failure of consideration for all the minerals conveyed by the 97 Deed and later recovered from the ore that was extracted from the acres of land described in the 97 Deed and each separate allegation made hereinabove and, I demand that you immediately pay $22,418,100,000.00 (22.4181 billion dollars) to PO Box 470213 San Francisco, CA 94147 c/o Laurence John Graham as this is the address for payment of the rescission money although the Denver County Colorado District Court which has the address of 1437 Bannock Street Denver, CO 80202 is the venue for all interpleaders involving the rescission of the Leases and the venue for a certain 9/29/03 Settlement Agreement between us and Betty P. Graham's other son Luke P. Graham that settled a 2002 Sussex County Virginia court case that contained 02-26 in the case number as Betty P. Graham chose this venue and I consent to it because

Betty P. Graham has rights. The 9/29/03 Settlement Agreement is governed by California.

62. I, Betty Patrick Graham, emphasize that my son Laurence J. Graham is my Agent (also known as my attorney-in-fact) and that he is the only person authorized to bring, prosecute, and settle claims for me; accordingly, my son, Laurence J. Graham has the authority to do all things necessary to prosecute this rescission and recover the value of the minerals conveyed to me by the 97 Deed and later recovered from the ore that was extracted from the acres of land described in the 97 Deed plus the punitive damages determined by a jury plus the reinvested profits determined by a jury and he is the only person that can give you a release for me and he is the only person that can settle claims on my behalf. My son Laurence J. Graham also has the authority to donate the majority of the 22.4181 billion dollars plus the punitive damages plus the reinvested profits to charity.

WHEREFORE, Plaintiffs pray for bare money judgments against each of the Defendants as follows:

An order from the Court for a jury trial to determine the monetary value of both (60% of the one-third share of the minerals conveyed to Betty P. Graham by the 97 Deed and later recovered from the ore that was extracted from the acres of land described in the 97 Deed and the punitive damages for rescission of the portion of the Leases pertaining to said 60% of the one-third share of the minerals conveyed to Betty P. Graham by the 97 Deed and later recovered from the ore that was extracted from the acres of land described in the 97 Deed) and (the other 40% of the one-third share of the minerals conveyed to Betty P. Graham by the 97 Deed and later recovered from the ore that was extracted from the acres of land described in the 97 Deed and the punitive damages for rescission of the portion of the Leases pertaining to the other 40% of the one-third share of the minerals conveyed to Betty P. Graham by the 97 Deed and later recovered from the ore that was extracted from the acres of land described in the 97 Deed); and,

A jury trial, and;

For punitive damages; and,

For a jury to determine the monetary value of the reinvested profits made by the Defendants from the one-third share of the minerals conveyed to Betty P. Graham by the 97 Deed and later recovered from the ore that was extracted from the acres of land described in the 97 Deed; and,

For the costs incurred herein; and,

For attorneys' fees incurred herein; and,

For such other and further relief that the Court deems proper.

This VERIFIED AMENDED COMPLAINT FOR RESCISSION OF CONTRACT[S]; AND, DEMAND FOR JURY TRIAL is signed in Fort Lauderdale, Florida on 1/7/2024.

Respectfully Submitted,

Betty Patrick Graham for Betty Patrick Graham: Betty Patrick Graham

Laurence J. Graham as attorney-in-fact for Betty P. Graham: Larry Graham

Laurence J. Graham as Agent for Betty P. Graham: Larry Graham

Laurence J. Graham as attorney-in-fact for Betty Patrick Graham: Larry Graham

Laurence J. Graham as Agent for Betty Patrick Graham: Larry Graham

Laurence J. Graham for Laurence J. Graham: Larry Graham

Laurence John Graham for Laurence John Graham: Larry Graham