

1 SUPERIOR COURT OF THE STATE OF CALIFORNIA

2 FOR THE COUNTY OF LOS ANGELES

3 DEPARTMENT WEF

HON. MATTHEW ST. GEORGE, COMM.

4  
5 IN THE MATTER OF:

6 MIRI AVRAHAM

7 PETITIONER,

8 AND

9 RAHAMIM AVRAHAM,

10 RESPONDENT.

NO. SD027039

11 ORIGINAL

12  
13 REPORTER'S TRANSCRIPT OF PROCEEDINGS

14 MONDAY, AUGUST 12, 2013

15  
16  
17 APPEARANCES:

18 FOR THE PETITIONER:

LAW OFFICES OF BRETT BERMAN  
BY: BRETT BERMAN, ESQ.  
9595 WILSHIRE BOULEVARD  
SUITE 900  
BEVERLY HILLS, CA 90212

19  
20  
21  
22 FOR THE RESPONDENT:

IN PROPRIA PERSONIA

23  
24  
25  
26  
27 ANN MARIE CIZIN, CSR NO. 5491  
OFFICIAL REPORTER

28

1 JULY 19TH. THERE WAS AN EX PARTE FILED BY MR. AVRAHAM  
2 FOR AN ORDER REDUCING THE SALES PRICE OF THE SHENANDOAH  
3 PROPERTY. I DID DENY THE EX PARTE BUT I SHORTENED TIME  
4 FOR SERVICE. ANY RESPONSIVE DECLARATION WAS DUE BY  
5 JULY 31ST, ANY REPLY WAS DUE AUGUST 6TH.

6 I DO NOT HAVE -- I DON'T HAVE ANYTHING  
7 ADDITIONAL IN THE FILE.

8 WAS THERE A RESPONSIVE DECLARATION FILED,  
9 COUNSEL?

10 MR. BERMAN: NO, YOUR HONOR. WE WOULD CONSENT TO  
11 THE PRICE BEING LOWERED TO THE EIGHT FORTY-NINE, WHICH IS  
12 WHAT THE LISTING AGENT HAS RECOMMENDED.

13 WE DO NOT AGREE THAT MR. AVRAHAM WOULD BE  
14 ABLE TO BUY OUT MS. AVRAHAM. WE WOULD LIKE THAT SAME  
15 OPPORTUNITY BUT...

16 THE COURT: THIS IS HERE FOR TWO REASONS: ONE WAS  
17 A REQUEST BY THE RESPONDENT TO MODIFY THE JUDGMENT OR  
18 ORDER TO AWARD HIM THIS PROPERTY AS HIS SOLE AND SEPARATE  
19 PROPERTY; AND THEN THE SECOND ONE WAS TO REDUCE THE PRICE  
20 TO THE FAIR MARKET VALUE.

21 WITH REGARDS TO NO. 2, YOU'RE SAYING THAT  
22 THERE IS --

23 THE BROKER SAYS IT SHOULD BE LISTED AT WHAT?

24 MR. BERMAN: EIGHT HUNDRED AND FORTY-NINE.

25 THE COURT: WHAT WAS IT BEING LISTED AT?

26 MR. BERMAN: NINE HUNDRED NINETY THOUSAND.

27 THE COURT: THAT'S A SIGNIFICANT DECREASE. DOES

28 MR. AVRAHAM STILL HAVE THE OPPORTUNITY TO BUY OUT THE



1 PETITIONER? THAT WAS PART OF THE PREVIOUS ORDER.

2 MR. BERMAN: YOUR HONOR, ON -- WE WERE HERE ON MAY  
3 20, 2013, ON THE ORIGINAL REQUEST FOR ORDER.

4 THE COURT: RIGHT.

5 MR. BERMAN: THERE WAS A MINUTE ORDER ISSUED ON  
6 THAT DAY. WHAT THE COURT DID ON THAT DAY WAS SAY THE  
7 PROPERTY IS GOING TO BE LISTED FOR SALE, WHICH THAT WAS  
8 ALREADY ORDERED IN THE JUDGMENT. THEN THE COURT SAID THAT  
9 BOTH HAD THE OPPORTUNITY. THEY MUST BRING PROOF, MOST  
10 IMPORTANTLY, PROOF OF QUALIFICATION FROM A LENDER TO  
11 PURCHASE THE OTHER OUT. SO BOTH HAVE THE OPPORTUNITY TO  
12 DO IT. ONE OF THE REASONS THAT MS. AVRAHAM WOULD NOW LIKE  
13 THE OPPORTUNITY TO PURCHASE OUT MR. AVRAHAM IS THAT THERE  
14 IS SOME FUNDS IN ESCROW FROM THE DIVORCE. \$89,000 IN  
15 ESCROW, RECENTLY. SEVENTY-NINE. I'M NOT SURE WHAT THE  
16 EXACT AMOUNT IS. IT'S IN THAT BALLPARK.

17 THE COURT: ALL RIGHT.

18 MR. BERMAN: RECENTLY, AFTER THE EX PARTE, SO THIS  
19 WAS -- ON JULY 30TH MS. AVRAHAM RECEIVED A NOTICE FROM THE  
20 FRANCHISE TAX BOARD THAT SHE WAS BEING RELIEVED OF  
21 LIABILITY FOR SIGNIFICANT TAX DEBT THAT MR. AVRAHAM HAS  
22 INCURRED RELATIVE TO -- BEFORE THE DIVORCE AND DURING THE  
23 DIVORCE. HE WENT BACK AND HE AMENDED -- FROM 2007, HE  
24 AMENDED ALL THESE TAX RETURNS AND CREATED A LIABILITY.  
25 MS. AVRAHAM HIRED TAX COUNSEL. WE'VE BEEN WORKING ON THIS  
26 FOR, I WANT TO SAY THE BETTER PART OF TWO YEARS. AND SHE  
27 RECENTLY RECEIVED NOTICE, AND I HAVE THE TWO LETTERS HERE.

28 SO OUR POSITION IS THAT THOSE FUNDS IN



1 ESCROW, IN ESSENCE, BELONG TO HER. I.R.S. HAS ALREADY  
2 TAKEN \$135,000 FROM THESE PEOPLE BASED ON THE AMENDED TAX  
3 RETURNS.

4 THE COURT: WHICH PEOPLE? HAS THE HOUSE BEEN SOLD?  
5 IS THAT WHY THERE IS AN ESCROW?

6 MR. BERMAN: NO. THERE WAS -- THERE'S THREE  
7 PROPERTIES IN THE DIVORCE. THERE'S THE HOUSE, THERE ARE  
8 TWO COMMERCIAL BUILDINGS. ONE OF THEM WAS SOLD ON  
9 BARRINGTON STREET OR BARRINGTON AVENUE. THAT WAS SOLD.  
10 THE MONEYS WENT INTO ESCROW. THERE WERE MANY THREATS OVER  
11 THE YEARS THAT -- THE POSITION WAS IF MR. AVRAHAM -- IF  
12 THE MONEY WASN'T GOING TO GO TO THEIR CHILDREN, HE WAS  
13 GOING TO HAVE THE I.R.S. COME IN AND SWOOP IN, AND THAT IS  
14 EXACTLY WHAT HAPPENED.

15 THE COURT: THERE ARE NO MINOR CHILDREN?

16 MR. BERMAN: NO MINOR CHILDREN; HOWEVER, THEY ARE  
17 ALL LIVING IN THE HOUSE WITH THEIR MOTHER. THEY'RE  
18 STUDENTS. OVER THE AGE OF 18, BUT THEY ARE STUDENTS.

19 THE COURT: OKAY. SO WHAT I HAVE HERE IS, LIKE I  
20 SAID, ARE THESE TWO MOTIONS, THE ONE FILED BY MR. AVRAHAM  
21 TO HAVE THIS JUDGMENT MODIFIED TOWARD HIM AS HIS SOLE AND  
22 SEPARATE PROPERTY.

23 DO YOU HAVE ANYTHING TO SAY ON THAT,  
24 MR. AVRAHAM?

25 THE RESPONDENT: YOUR HONOR, LIKE SHE HAVE  
26 OPPORTUNITY TO OFFER TO BUY THE HOUSE. SHE GIVE UP THIS  
27 OPPORTUNITY AND TO FILE IN COURT, AND JUNE 11TH, 2013, SHE  
28 JUST WANT TO SELL THE HOUSE. SHE SIGN LEASE TO SE-L THE



1 HOUSE. AND THE LAST TIME WE WERE IN COURT, BETWEEN HER  
2 ATTORNEY AND HER, THE HOUSE CAN BE SOLD AT 990. AND SHE  
3 AWARE OUR HOUSE: NOT COMPARED TO THE OTHER HOUSE. I SOLD  
4 THE OTHER HOUSE. I HAVE NOT 200,000 IN GARDEN OUTSIDE,  
5 YOU KNOW. AND WE WENT UP FROM 840. AND SHE FILED IN  
6 COURT. SHE'S SUPPOSED TO BUY THE HOUSE FROM -- UP TO NINE  
7 NINETY, BECAUSE SHE'S RECEIVING IT FROM THE BROKER. SHE  
8 SAID, OH. THEN THE BROKER REDUCED THE PRICE, CANNOT SOLD  
9 THE HOUSE, REDUCE IT BACK TO WHAT WE FILE IN COURT.

10 THE -- JUST THE QUESTION TO BUY THE HOUSE,  
11 THE OPPORTUNITY TO BUY THE HOUSE, WHAT WE FILE IN COURT,  
12 NOT WHAT SHE DID. THE SAME DAY IN COURT, SHE PROMISE IN  
13 COURT SHE CAN SELL THE HOUSE AT NINE NINETY, THEN THE  
14 BROKER SAY NO. THEY REFUSE THE PRICE, THEY CREATE HUGE  
15 DAMAGE FROM THIS DAY. THEY LIVE IN THE NEIGHBORHOOD. SHE  
16 KNOW THE DIFFERENCE BETWEEN OUR HOUSE AND THE OTHER HOUSE.  
17 THE OTHER HOUSE WAS IN SUNSET MAGAZINE, THE GARDEN. THIS  
18 ONE, THE HOUSE: SO MANY PROBLEMS. YOU CAN SEE THE BROKER,  
19 HOW MUCH PROBLEMS WE HAVE WITH THE HOUSE. AND SHE JUST  
20 SAYS SHE WANT NINE NINETY AND SHE FAILED TO SELL IT FOR  
21 NINE NINETY, AND THE BROKER REDUCE IT BACK TO EIGHT  
22 FORTY-NINE. THAT'S WHAT I SUPPOSE TO BUY THE HOUSE ON THE  
23 SAME DAY. AND I -- IT'S ABOUT TO ME TO BUY THE HOUSE.

24 THE COURT: MR. AVRAHAM, I HAVE HERE A REQUEST MADE  
25 BY YOU. THIS REQUEST, IT WAS HEARD ON MAY 20TH AND THERE  
26 IS A MINUTE ORDER FROM THE 20TH OF MAY WHERE COMMISSIONER  
27 COWAN FOUND THAT THE PROPERTY WAS AWARDED TO THE  
28 PETITIONER IN THE DIVORCE, TO BE SOLD. SO WITH REGARDS TO



1 THE COURT ORDER, THE PROPERTY TO BE SOLD, SAID THAT EITHER  
2 OF YOU COULD BUY IT OR IT CAN BE LISTED BY A THIRD PARTY.  
3 AND THE COURT ORDERED THAT THERE BE DECLARATIONS REGARDING  
4 THE FAIR MARKET VALUE, WHO WOULD PAY FOR IT, WHO WAS THE  
5 LISTING BROKER. THE MATTER WAS CONTINUED TO JUNE 18TH.  
6 SO THAT DISPOSES OF THE REQUEST TO HAVE IT AWARDED YOUR  
7 PRIVATE PROPERTY. THE COURT FOUND THAT IN FACT IT WAS  
8 GIVEN TO THE PETITIONER IN THE DIVORCE.

9 THEN ON THE 18TH THERE WAS -- APPARENTLY YOU  
10 HAD 30 DAYS TO BUY THE PROPERTY AT 990,000, HALF NET  
11 EQUITY. AND IT WAS CONTINUED TO TODAY'S DATE. AND WE HAD  
12 THE INTERVENING EX PARTE WHERE YOU REQUESTED THAT THE --  
13 YOU FILED YOUR EX PARTE REQUEST, WHICH WAS THE SECOND  
14 MOTION HEARD TODAY THAT THE FAIR MARKET VALUE BE REDUCED.  
15 AND APPARENTLY THAT IS SOMETHING THAT THE PETITIONER HAS  
16 AGREED TO DO, TO REDUCE THE FAIR MARKET VALUE TO EIGHT  
17 HUNDRED AND FORTY-NINE. SO THE ISSUE, I GUESS, IS ONE OF  
18 YOU HAVE TO BUY IT, I GUESS, OR YOU'VE GOT TO SELL IT TO A  
19 THIRD PARTY, BUT SOONER, IT'S GOT TO BE SOLD.

20 HOW LONG WOULD IT TAKE TO ACCOMPLISH THAT?

21 THE PETITIONER: CAN I SAY SOMETHING?

22 THE COURT: TALK TO YOUR ATTORNEY.

23 (COUNSEL AND CLIENT CONFERRED

24 SOTTO VOCE.)

25 MR. BERMAN: MY UNDERSTANDING IS THAT WHEN THE  
26 HOUSE WAS LISTED FOR SALE, MS. AVRAHAM WAS IN ISRAEL.  
27 SHE'S BEEN THERE FOR SEVERAL WEEKS. SHE HAS NOT BEEN AT  
28 THE HOME. TWO DAYS LATER THE SIGN, SALE SIGN WAS COVERED



1 BY MR. AVRAHAM. AND I HAVE BEEN IN CONTACT WITH THE  
2 BROKER, GENTLEMEN, SHOMO SIDENFELD. HE HAS HAD SORT OF  
3 THE SAME EXPERIENCE I HAVE HAD WITH THE RESPONDENT. LOTS  
4 OF PHONE CALLS AND LOUD SCREAMING AND THREATENING. I  
5 JUST -- HERE'S MY SUGGESTION FOR THE COURT. IT NEEDS TO  
6 BE SOLD. MS. AVRAHAM WOULD LIKE THE OPPORTUNITY TO USE  
7 THE FUNDS IN THE ESCROW.

8 THE COURT: ON THE OTHER PROPERTY?

9 MR. BERMAN: CORRECT.

10 THE COURT: WOULDN'T YOU HAVE TO SOMEHOW AMEND  
11 THOSE INSTRUCTIONS?

12 MR. BERMAN: YES. AND I GUESS THE COURT WOULD NEED  
13 TO MAKE A DETERMINATION THAT THOSE FUNDS ARE INDEED NOT  
14 COMMUNITY PROPERTY ANYMORE AND BELONG TO MS. AVRAHAM,  
15 BECAUSE AS IT STANDS NOW, THOSE FUNDS ARE COMMUNITY.

16 THE COURT: I DON'T HAVE ANY EVIDENCE BEFORE ME  
17 REGARDING THAT OTHER THAN STATEMENTS.

18 MR. BERMAN: I DO HAVE -- BECAUSE THESE JUST CAME  
19 IN ON JULY 30TH. I DO HAVE TWO LETTERS FROM THE FRANCHISE  
20 TAX BOARD. I DON'T KNOW THAT THAT GETS US THERE, BUT AT  
21 LEAST IT IS ENOUGH FOR THE COURT TO SAY, LET'S PUT THE  
22 PROPERTY ON THE MARKET. IN THE MEANTIME, IF MS. AVRAHAM  
23 CAN ESTABLISH WITH THIS COURT THAT THOSE ESCROW FUNDS ARE  
24 HERS AND SHE CAN USE THOSE TO PURCHASE OUT MR. AVRAHAM,  
25 THEN SHE CAN DO THAT. IF MR. AVRAHAM IS ABLE TO GET  
26 LENDING OR FUNDING TO BUY HER HOUSE, HE CAN DO THAT. I  
27 DON'T KNOW IF HE HAS THAT OPTION AT THIS MOMENT. I DON'T  
28 KNOW.

1 THE COURT: I DID SEE IN THE JUNE 18TH ORDER THERE  
2 WAS A LINE THAT SAID THAT THE RESPONDENT OWED 200,000 IN  
3 TAXES.

4 IS THAT WHAT THOSE LETTERS ADDRESS?

5 MR. BERMAN: YES. IN PART, YES.

6 THE COURT: MAY I SEE THOSE, PLEASE. I ASSUME HE'S  
7 THE --

8 THE RESPONDENT: YOU'RE WASTING TIME IN COURT. MY  
9 PART HAS NOTHING TO DO WITH HER PART.

10 THE COURT: SO IT'S YOUR REPRESENTATION THAT THE  
11 \$200,000 TAXES WAS REFERRING TO THESE AMENDED TAX RETURNS  
12 THAT HAVE BEEN FILED FOR THE YEARS 2000 THROUGH 2007?

13 MR. BERMAN: THAT WAS MR. AVRAHAM'S REPRESENTATION.  
14 HE MADE THAT STATEMENT ABOUT THE TAX DEBT. I DON'T  
15 KNOW -- WHAT I DO KNOW IS IF YOU CAN SEE ALL THE YEARS  
16 THEY'RE REFERRING TO -- THOSE WERE AMENDED. THIS CASE HAS  
17 A VERY LONG HISTORY, YOUR HONOR. IT'S PROTRACTED.

18 THE COURT: I UNDERSTAND.

19 MR. BERMAN: BUT THESE WERE AMENDED WITHOUT  
20 MS. AVRAHAM'S SIGNATURE. AS YOU CAN SEE THERE, AND  
21 BECAUSE OF THAT, IT CREATED A SIGNIFICANT LIABILITY. THEY  
22 DID GO IN AND TAKE 150,000 OUT OF THE BARRINGTON ESCROW  
23 ACCOUNT, WHICH IS PATENTLY INEQUITABLE, CONSIDERING THE  
24 FACT SHE'S NOT LIABLE FOR THOSE, AT LEAST BY THE FRANCHISE  
25 TAX BOARD. SHE ALSO DOES HAVE INFORMATION FROM THE I.R.S.  
26 THAT ESTABLISHES THE SAME THING, YOUR HONOR.

27 THE COURT: ALL RIGHT. WELL, I DON'T THINK I'M IN  
28 A POSITION TODAY TO MAKE A DETERMINATION ABOUT THE



1 OWNERSHIP OF THE ESCROW FUNDS, BECAUSE I DON'T KNOW HOW  
2 MUCH WAS THERE, AND HOW MUCH -- AS YOU SAY, A SIGNIFICANT  
3 PART WENT TO PAY TAXES. AND THEN THERE MAY BE, I GUESS  
4 YOU WOULD SAY THAT WAS HIS PART. NOW, THE REMAINING PART  
5 IS HERS. SO I NEED TO SEE SORT OF AN ACCOUNTING BEFORE I  
6 TELL THE ESCROW COMPANY, NEVER MIND THE INSTRUCTIONS YOU  
7 MAY HAVE, GIVE IT ALL TO HER.

8 MR. BERMAN: IT'S UNDERSTOOD.

9 THE COURT: RIGHT.

10 MR. BERMAN: BUT IN THE MEANTIME, I SUPPOSE --  
11 WELL, OUR POSITION IS THE PROPERTY SHOULD BE PUT ON THE  
12 MARKET AT THE EIGHT FORTY-NINE.

13 THE COURT: USING THE BROKER YOU MENTIONED?

14 MR. BERMAN: YES.

15 THE COURT: MUTUALLY AGREEABLE?

16 THE RESPONDENT: NO.

17 MR. BERMAN: LET ME REVISE THAT STATEMENT, IF I  
18 MAY.

19 MS. AVRAHAM WOULD LIKE SOME TIME TO  
20 ESTABLISH THAT THOSE FUNDS IN ESCROW ARE INDEED -- WOULD  
21 INDEED BELONG TO HER SOLELY BASED ON THIS TAX ISSUE AND  
22 THAT SHE HAVE THE OPPORTUNITY TO PURCHASE OUT MR. AVRAHAM.  
23 I THINK THAT --

24 THE COURT: SHE WANTS A PERIOD OF TIME BEFORE THE  
25 HOUSE GOES ON THE MARKET?

26 MR. BERMAN: YES, YOUR HONOR.

27 THE COURT: BUT IN THE MEANTIME, COULD MR. AVRAHAM  
28 BUY HER OUT?

1 MR. BERMAN: WELL, SHE WOULD LIKE THAT OPPORTUNITY.  
2 SHE'D LIKE TO REMAIN IN THE HOUSE.

3 THE COURT: I UNDERSTAND. BUT THE COURT STARTED  
4 DEALING WITH THIS BACK IN MAY. BOTH SIDES COULD BUY IT.  
5 I REALLY DON'T SEE ANY REASON TO OVERRIDE HIS EARLIER  
6 DECISION.

7 THE RESPONDENT: YOUR HONOR, FIRST, EIGHT  
8 FORTY-NINE. I JUST GAVE HER, LIKE IN THE COURT ORDER,  
9 JUST REDUCE TO EIGHT FORTY-NINE, AND 50 PERCENT FROM THE  
10 EQUITY. I DON'T HAVE A PROBLEM. HE EXPLAIN, THE COURT --  
11 I DON'T HAVE A PROBLEM. THE LOAN IN MY NAME. I JUST HAVE  
12 TO GIVE HER ABOUT 50,000 OR \$57,000, AND THAT'S -- SHE  
13 DOESN'T HAVE TO WORRY ABOUT THE LOAN BECAUSE IT'S ALREADY  
14 IN MY NAME. THE LOAN, THE HOUSE IN MY NAME AND -- LIKE I  
15 CANNOT HAVE A LOAN, JUST --

16 THE COURT: IF YOU CAN' ARRANGE TO BUY THE  
17 PETITIONER OUT IN AN EQUITABLE WAY, NOT JUST SOMETHING  
18 THAT YOU THINK DOES IT, BUT SOMETHING SHE'LL AGREE TO,  
19 THEN YOU'RE WELCOME TO DO SO.

20 THE RESPONDENT: YES, EIGHT FORTY-NINE. HE PUT ON  
21 THE MARKET, WHEN SELL IT AT EIGHT FORTY-NINE, A COMMISSION  
22 MORE THAN \$60,000, THEN WE WENT BACK, THE CAPITAL GAIN.  
23 THIS IS TAX. WHAT HE SHOWS, IT HAS NOTHING TO DO WITH  
24 200,000. LONG STORY TO DECIDE WHOSE FAULT IT IS, THAT  
25 CLIENT TRANSFER A MILLION DOLLAR TO ISRAEL AND NOW THEY'RE  
26 BLAMING ME.

27 MR. BERMAN: OBJECTION.

28 THE RESPONDENT: NOW, TAX HAS NOTHING TO DO WITH



1 THIS.

2 THE COURT: BUT THE HOUSE IS NOT SOLD, RIGHT?

3 THE RESPONDENT: NOT SOLD.

4 THE COURT: THERE IS A CURRENT LOAN?

5 THE RESPONDENT: IT'S A LOAN, SEVEN HUNDRED AND  
6 THIRTY, IN MY NAME ONLY. ONLY ON MY NAME. SHE NEEDED 50  
7 PERCENT FROM THE EQUITY ACCORDING TO THE MINUTE ORDER, AND  
8 THAT'S WHY I'M WILLING TO PAY THE 50 PERCENT. IF HE SELL  
9 IT EIGHT FORTY-NINE, SHE'S LOSING, BECAUSE WE HAVE TO PAY  
10 \$60,000.

11 THE COURT: ACTUALLY, THE ORDER I SAW AND THE  
12 EARLIER JUDGMENT SAID THAT SHENANDOAH WAS HER PROPERTY.

13 THE RESPONDENT: TO BE SOLD. SHE FAILED TO SELL  
14 IT. THREE YEARS SHE IS NOT PAYING THE MORTGAGE. MORE  
15 THAN TWO YEARS, I PAID THE MORTGAGE. SHE'S NOT PAYING THE  
16 MORTGAGE AND I PAY THE MORTGAGE. I SAVED THE HOUSE FROM  
17 FORECLOSURE.

18 MR. BERMAN: I'M GOING TO OBJECT ON FOUNDATION.

19 THE COURT: IT'S HER PROPERTY AND SHE DIDN'T  
20 MAINTAIN THE MORTGAGE. WHETHER SHE DID OR DIDN'T, THE  
21 HOUSE HAS TO BE SOLD EITHER WAY. IT'S ON THE MARKET NOW  
22 TO BE SOLD AT THE AGREED PRICE OF EIGHT FORTY-NINE. IF  
23 YOU WANT TO BUY HER OUT, YOU CAN DO SO, BUT I DON'T THINK  
24 IT'S GOING TO BE THE WAY YOU'RE DESCRIBING RIGHT NOW. I  
25 THINK IT'S GOING TO BE SOME OTHER ARRANGEMENT YOU HAVE TO  
26 MAKE WITH HER. WE CAN PUT THIS OVER 30 DAYS TO SEE IF  
27 THAT WILL OCCUR, AND ALSO GIVE MS. AVRAHAM TIME TO WORK ON  
28 HER ISSUE REGARDING THE MONEY THAT'S IN ESCROW. BUT THIS

1 MATTER NEEDS TO BE RESOLVED AND OFF THE COURT'S CALENDAR  
2 AS WELL AS OFF YOUR AGENDAS.

3 MR. BERMAN: I KNOW THIS COURT LIKES TO HAVE QUICK  
4 RESOLUTIONS OF THESE MATTERS. I APPRECIATE, AND I WOULD  
5 ASK FOR 90 DAYS TO COME BACK SO I COULD COORDINATE WITH  
6 HER TAX COUNSEL TO GET THE EVIDENCE TOGETHER.

7 THE COURT: THIS HAS BEEN AROUND SINCE MAY. IT'S  
8 NOT LIKE IT'S NEWS THAT THE THING IS SUPPOSED TO BE  
9 SIMPLE.

10 MR. BERMAN: THEN I WOULD ASK FOR A 60-DAY RETURN  
11 DATE.

12 THE COURT: I'LL GIVE YOU 60.

13 MR. BERMAN: HOW'S OCTOBER 9TH?

14 THE COURT: OCTOBER 9TH.

15 THE RESPONDENT: IT'S TOO LONG. SHE LIVING IN THE  
16 HOUSE.

17 THE COURT: YOU DON'T HAVE TO WAIT UNTIL  
18 OCTOBER 9TH TO BUY HER OUT. YOU CAN WORK IT OUT AND IF  
19 SHE'LL ACCEPT THE MONEY, WE'RE DONE.

20 THE RESPONDENT: OKAY.

21 THE PETITIONER: IF I SHOW -- I CAN BUY HIM OUT.  
22 CAN I HAVE THE OPPORTUNITY?

23 THE COURT: YOU CAN DO THE SAME. YOU WERE BOTH  
24 ORDERED TO DO SOMETHING ABOUT IT BACK IN MAY.

25 THE PETITIONER: BUY HIM OUT OR BUY HIM OUT TO SHOW  
26 THAT WE HAVE THE MONEY?

27 THE COURT: THAT'S RIGHT.

28 THE PETITIONER: WHICH IS THE DIFFERENCE BETWEEN --



1 THE COURT: THE TWO OF YOU NEED TO WORK THIS OUT.  
2 AS LONG AS IT'S AN EQUITABLE RESOLUTION BETWEEN THE TWO OF  
3 YOU.

4 THE PETITIONER: WE CANNOT -- HE CANNOT COMMUNICATE  
5 WITH ME.

6 THE COURT: THAT'S WHY YOU HAVE A LAWYER, TO  
7 COMMUNICATE WITH HIM.

8 MR. BERMAN: JUST TO BE CLEAR, BOTH CAN BUY OUT IF  
9 THEY HAVE THE MONEY TO DO IT?

10 THE COURT: YES.

11 MR. BERMAN: REGARDLESS OF THIS 49 OR \$89,000 IN  
12 ESCROW. BUT OUR POSITION IS WE WANT TO USE THAT AND COME  
13 BACK IN 60 DAYS TO TRY TO ESTABLISH THAT.

14 THE COURT: RIGHT.

15 MR. BERMAN: THANK YOU, YOUR HONOR.

16 THE COURT: WE'LL SEE YOU BACK HERE ON OCTOBER 9TH.

17 THE RESPONDENT: STILL IF I CAN BUY IT OUT ANYTIME?

18 THE COURT: YOU DON'T HAVE TO WAIT 60 DAYS. IF YOU  
19 HAVE THE MONEY, GIVE IT TO HER TO SATISFY HER.

20 MR. BERMAN: ONE LAST THING --

21 THE COURT: THERE IS NOT GOING TO BE ANY UNILATERAL  
22 SALE.

23 MR. BERMAN: ONE LAST THING, YOUR HONOR.

24 MS. AVRAHAM HAS NEVER BEEN ABLE TO COMMUNICATE WITH WELLS  
25 FARGO, EVER, REGARDING THE MORTGAGE ON THE PROPERTY.

26 COULD WE GET -- I DON'T THINK HE WOULD OBJECT -- COULD WE  
27 GET SOME COURT ORDER THAT THEY CAN COMMUNICATE WITH

28 MS. AVRAHAM?

1 THE COURT: IF YOU'LL PREPARE AN ORDER, I'LL SIGN  
2 IT.

3 MR. BERMAN: THANK YOU.

4 THE PETITIONER: I'M SORRY, YOUR HONOR.

5 THE COURT: THIS IS TO COMMUNICATE WITH WELLS  
6 FARGO.

7 MR. BERMAN: BECAUSE WE WANT TO ESTABLISH THAT THIS  
8 MONEY IN ESCROW IS INDEED MS. AVRAHAM'S. WE WOULD LIKE  
9 THAT 60 DAYS, YOUR HONOR, TO BE ABLE TO DO THAT. I DON'T  
10 THINK HE'S GOING TO HAVE THE MONEY OTHERWISE, SO I'D ASK  
11 THAT THE PROPERTY NOT BE SOLD OR ON THE MARKET AND IT STAY  
12 WHERE IT IS FOR 60 DAYS.

13 THE COURT: THE ORDER BACK IN MAY SAID EITHER PARTY  
14 COULD BUY THE OTHER OUT. IT'S NOT GOING TO HAPPEN UNLESS  
15 THEY AGREE, SO IF THEY CAN REACH AN AGREEMENT AND GO  
16 FORWARD, GREAT; IF NOT, WE'LL BE BACK HERE WITH HER ASKING  
17 ME TO ALLOW HER TO USE MONEY IN THE ESCROW. SHE MAY BE  
18 ASKING HIM TO LET HER BUY HIM OUT BASED ON OTHER THINGS.

19 THE RESPONDENT: SHE'S NOT GOING TO AGREE TO ME TO  
20 BUY THE HOUSE FOR EIGHT FORTY-NINE.

21 THE COURT: THEN YOU MAY HAVE TO MAKE HER A  
22 DIFFERENT OFFER.

23 THE RESPONDENT: I WANT TO IN COURT --

24 THE COURT: WE'RE DONE UNTIL OCTOBER 9TH.

25 THE RESPONDENT: ON THE RECORD, WE HAVE A MORTGAGE.  
26 ON THE MORTGAGE, IT'S THE MORTGAGE FOR SHENANDOAH.

27 THE COURT: OCTOBER 9TH.

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(PROCEEDINGS CONCLUDED.)

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