

SEP 03 2015

Sherri R. Carter, Executive Officer/Clerk

By Ellen Goldstein, Deputy

1 **Natan Avraham, In pro per**

2 P.O. Box 35895

3 Los Angeles, CA 90035

~~OGAL~~

4 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
5 **COUNTY OF LOS ANGELES, WEST DISTRICT**

6) **Case No.: SD 027 039**

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8 **MIRI AVRAHAM**

Petitioner,

9 vs.

10 **NATAN RAHAMIM AVRAHAM**

11 Respondent.

**) OBJECTION TO JUDGE PRO TEM
) MATTHEW ST. GEORGE PRESIDING
) ON GROUND OF DISQUALIFICATION**

) [CCP §170.3(c)]

5. 27. 15

16 **TO: THE CLERK OF THIS COURT AND TO ALL PARTIES TO THIS ACTION:**

17 Respondent Natan Avraham HEREBY OBJECTS to Judge Pro Tem St. George presiding in
18 any further proceedings concerning this action.

19 Said objection is based on the facts and upon the grounds set forth in the attached declaration of
20 Natan Avraham.

21 Date:

Respectfully submitted,

23 

24 Natan Avraham, In pro per
25 Respondent

1 **Natan Avraham, In pro per**

2 P.O. Box 35895

3 Los Angeles, CA 90035

4 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
5 **COUNTY OF LOS ANGELES, WEST DISTRICT**

7) **Case No.: SD 027 039**

8)

9)

10)

11) **RESPONDENT NATAN AVRAHAM'S**
12) **DECLARATION IN SUPPORT OF**
13) **OBJECTION TO JUDGE PRO TEM**
14) **MATTHEW ST. GEORGE**

9 **MIRI AVRAHAM**

10 Petitioner,

11 vs.

12 **NATAN RAHAMIM AVRAHAM**

13) **[CCP §170.3(c)]**

14)

15)

16)

17 Respondent.

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20)

21 I, NATAN AVRAHAM, declare:

22 1. I am the Respondent in the above-entitled proceeding. I have personal
23 knowledge of the content of the following statements and if called upon to testify as to the facts
24 set forth in this declaration, I could and would competently testify thereto since these facts are
25 personally known to me to be true.

26 2. I submit the within declaration in lieu of personal testimony, pursuant to Section
27 2009 and 2015.5 of the California Code of Civil Procedure, Rule 1225, California Rules of
28 Court; Reifler V. Superior Court, 39 Cal. App. 3d 479 (1974), and In Re Marriage of Stevenot,
29 154 Cal App. 3d 105 (1984). I have personal knowledge of the following facts supporting the

Disqualification

This document outlines complaints by Natan Avraham regarding his case, and further information can be found online at www.justiceforavraham.weebly.com and supporting documents can be found on the attached CD. All statements are made by Natan Avraham and represent the best of his knowledge and understanding of the law and the case. Natan has carefully reviewed the relevant case law and the huge amount of evidence in this case, and has made these conclusions to the best of his ability and knowledge.

Natan Avraham is prepared to file a motion in Civil Court regarding the Perjuries committed in this case.

The Court has already ignored Natan Avraham's complaints regarding the Perjuries committed by Petitioner and Petitioner's Counsel in this case in Natan Avraham's Declaration on January 12, 2015 and January 28, 2015.

The sale of the Wooster property in this case has been a clear example of the manipulation of the Court by Mr. Berman. Mr. Berman worked with the Court to obtain an Ex Parte Order allowing the sale of the property in a way that is not consistent with the 6.4.4 Judgment, allowing the sale of the property in violation of Natan Avraham's right to select the broker.

The Judgment in this case is very clear in regard to choosing a Broker for the property. The Judgment gives the right of choosing a broker to the parties in this case, setting the Court to decide on the broker only if the Parties in this case failed to do so. (6.4.4 in the Judgment Page 7 Natan Avraham was not given this right, with the Court simply deciding to appoint a Broker that clearly had no interest in representing the property in the interest of Natan Avraham and the Community in this case. The Broker has acted in a misleading manner by lying to the Court in order to push the sale of the property as Natan has already presented to the Court. Natan has already informed the Court that this Broker is no longer eligible to oversee the sale of the community property and that the Court has abused its' power against the community by returning control of the sale of the property to the hands of this broker. This is the third broker that the Court has allowed to act against the interests of the community. Natan will fight for this Broker to not receive any commission from the children in this case. Natan Avraham asserts that the Broker assigned by the Court cannot be trusted to act with the best interests of the community in mind, and that a new Broker must be assigned if this property is to be sold

with the law or the Judgment in mind. Natan Avraham has no intention to approve the sale of the property under this broker and according to these conditions.

This Broker can no longer deal with the property, and any Buyers this Broker has brought forward are illegitimate in under the Judgment governing this case. The Court-appointed Broker is not entitled to any commission for the sale. If the sale of this Community property is to be done legally and within the rules of the Judgment in this case, the sale process must be started brand new or must also be approved by Natan Avraham and the transaction and purchase agreements must be initiated and controlled by a Broker legally appointed by the parties in this case or legally selected by the Court and according to the Judgment. This has not been done, so the sale cannot legally go forward as outlined.

The abuse of the Court proceedings by Petitioner and Mr. Berman continues to this day, with the Ex parte order filed on February 10, 2015 continuing to present the false fact that Miri paid her half of the Shenandoah mortgage as outlined in the Judgment in this case. This assertion is still contradicted by Miri's own testimony that she both had a Restraining Order against Natan Avraham at the time the mortgage was being paid and that Miri complained to the Court about Natan Avraham so much as being on the property during this period. Miri went so far as to claim to the Court on August 12 that she and Natan Avraham could not communicate at this time. These claims are clearly contradictory and make it obviously clear that Miri's testimony to the Court has been false and continues to be so to this day. Both commissioners involved in this case are aware that Miri did not pay the mortgage, and her attorney Mr. Berman has even admitted this fact in Court. Furthermore, Miri continues to claim that she has been granted innocent spouse by the Franchise Tax Board and Internal Revenue Service.

The Court has sanctioned Natan Avraham \$10,000 and \$15,000.00 at the detriment of the community all while one of the children in this case had more than \$300,000.00 in high-interest student loans. This is an abuse of the Court's power that has harmed the community and the children in this case. The losses the Court has inflicted through these abuses of power and allowing the perjuries in this case since June 18 has placed Natan Avraham in a position where he cannot preserve the property in this case for the welfare of his children.

AND THE ABOUT \$290,000 HIS CHILDREN JONATHAN AND SHELLY STUDENT LOAN ALSO \$40,000 TO BENEFIT TO HIS SON GAL BE BAY FROM NATAN PORTION FROM THE SELL IN THE CLOSING COST OF THE SELL.

OBJECTION AND DECLARATION
SUPPORTING DISQUALIFICATION
OF JUDGE PRO TEM ST. GEORGE

According to the Law and the Judgment in this case, Natan Avraham believes that Commissioner St. George must excuse himself from this case and Natan Avraham intends to do his best to do all he legally can to protect his children and his property in this case.

Furthermore, the Court has clearly ignored Mr. Avraham's requests made on March 20, 2014 to simply follow the Judgment and the law in this case and instead has continue for 9 montis to relied upon statements pulled from the air by Petitioner's Counsel.

Transcript Excerpt March 20, 2014

Outlines point of Perjury allowed by the Court
Includes alleged payment of \$143,000.00 and claim of Innocent Spouse Status
Natan Avraham believes Petitioner case she could not be granted Innocent Spouse status or any release of liability on money not owed to the best of his understanding of Internal Revenue Service provisions

community did not owe the tax burdens of \$143,000.00 at the time that Miri was allegedly granted Innocent Spouse, and so there would not even have been reason for this hearing to occur In Miri's case.

the Transaction History from the Escrow Account Show without a doubt that no further funds were transferred or removed.

It is extremely easy to verify all the amounts paid to the Internal Revenue Service, and and if any request irs must nidify natan for any that for innocent spouse from the Internal Revenue Service the transaction account history,

see attachment IRS transcript of 2004 05 and 07 no issue of additional 143.000 and no issue of innocent spouse discuss

These 2004-2007 Tax Liabilities are no longer covered under the statute of limitation

february 9 2011 The Court acknowledged that Miri should reserve money to address the Capital Gains burden on the community.

OBJECTION AND DECLARATION
SUPPORTING DISQUALIFICATION
OF JUDGE PRO TEM ST. GEORGE

Request for Dismissal of Commissioner Matthew St. George

August 21, 2015

It is clear at this point in time that Natan Avraham can no longer continue with Commissioner Matthew St. George in charge of this case. Natan Avraham has a good faith belief that further allowing Commissioner Matthew St. George to control this case will result in tremendous damages to the property of both Natan Avraham and the community in this case.

Refused to Acknowledge Actions of Natan Avraham

On the March 11, 2015 Court date the Court refused to acknowledge that Natan Avraham had complied with the Court Order to secure financing for the property and had, in fact, done so. As counsel for Natan Avraham, Mr. Green states "And there is a document here from Legacy Private Funding that indicates that Mr. Avraham has been approved for a loan of \$875,000.00. I did speak with them about five minutes ago, and they said that he has been approved for this loan." (March 11, 2015 Page 2 Lines 17-21)

This loan approval was acquired by Natan Avraham in response to the Court on February 10, 2015. In the closing minutes of the proceedings the Court stated "I'll continue this matter for the express purpose of Mr. Avraham obtaining the financing so that he could purchase the community property interest held by the Petitioner in the Wooster Property." (February 10, 2015

Page 44 Lines 12-15). Natan Avraham acted on the Court's orders in good faith, securing funding and preparing to buy the property.

Counsel for Natan Avraham, Mr. Green, made it clear that the opposing Counsel had not even taken the time to account for Natan Avraham being approved for funding to purchase the property. As stated by Mr. Green, "In my attempt to meet and confer today with counsel, I realized that counsel wrote the e-mail declining Mr. Avraham's offer without even an awareness of this \$875,000.00 approval. They were unaware of this letter that was attached to our offer..." (March 11, 2015 Page 3 Lines 5-9)

Mr. Green makes it very clear that Natan Avraham has acted according to Court order and has made repeated good faith efforts to complete the transfer of this property according to the terms of the Judgment, stating "These parties are not negotiating in good faith. Petitioner has been presented with documentation that Mr. Avraham can purchase this property and equalize her in the exact same benefits she would receive from a third-party buyer. And they refused to even look at the papers saying 875." (March 11, 2015 Page 9 Lines 25-28-Page 10 Lines 1-2) In this statement Mr. Green makes it clear that while Natan Avraham has been acting in accordance with the orders of the Court, Petitioner and Petitioner's Counsel have refused to acknowledge or cooperate with these actions and have instead delayed the appropriate resolution of this case.

Commissioner Matthew St. George has repeatedly acted counter to the facts of this case, rejecting good-faith offers made by Natan Avraham as a direct result of Court order even after

the facts behind these offers have been made clear. Prior to the proceeding in question, Natan Avraham made a good-faith offer of \$400,000.00, a figure that is in fact higher than the proceeds from the property due to Petitioner after the appropriate considerations for taxes and equalization payments have been made. Instead of acknowledging this offer and proceeding to resolve the case, Commissioner St. George stated "I have no idea where that 400,000 came from when the value of the property is over 1.5 million. So I really don't see that your client made a good-faith offer. I think that the purpose was simply to delay these proceedings." (March 11, 2015 Page 13 Lines 25-28-Page 14 Line 1) Commissioner St. George is clearly ignoring the facts of this case, and continues to do so. At this point in time it seems clear that Commissioner St. George will continue to act in the same manner as he has previously, adjusting the relevant figures in this case to justify rejecting the well-founded offer by Natan Avraham of \$400,000.00 to Petitioner.

Blamed Natan Avraham for Delay

On March 11, 2015 the Court blamed Natan Avraham and Counsel for delaying the sale of the Wooster property. The Court has been present for the delays and maneuvers of Petitioner and Petitioner's Counsel and the tremendous extension that these have caused in this case, yet the Court stated "The history of this case--and I've been on it for almost two years--has been one of constant delay by your client every time that there is a scheduled sale of anything. And the Court, I think, very generously allows him time to come up with money to make a good-faith offer to the Petitioner" (March 11, 2015 Page 13 Lines 19-24) Even disregarding the falsehood of this statement, it must be made clear coming up with money to make a good-faith offer *is*

exactly what Natan Avraham did. Natan Avraham came to Court on March 11, 2015 with fully approved financing more than sufficient to purchase the property from Petitioner, yet the Court denied Natan Avraham's right to secure the property and insisted that it was Natan Avraham and Counsel who were delaying the case.

Counsel for Natan Avraham, Mr. Green, stated that it was clearly Petitioner and Petitioner's Counsel that have been consistently delaying not only the sale of this property but the resolution of many preceding issues in this case. Speaking on the actions of Petitioner and Petitioner's Counsel, Mr. Green stated that "They just immediately frustrated Mr. Avraham's attempt to purchase the property through equalization. Four hundred thousand was a good-faith offer. They could have countered. They did not even turn to page 2 of the offer letter to see the enclosure which was the approval, which he just verified." (March 11, 2015 Page 3 Lines 11-16)

Mr. Green goes on to outline that Natan Avraham came to the Court on March 11, 2015 with the ability and intention to complete the proceedings by purchasing the property with the acquired financing. Mr. Green stated clearly to the Court after making the above points "So at this time we'd like--he has 875. It's more than enough to equalize. They are not negotiating in good faith." (March 11, 2015 Page 3 Lines 17-19)

Mr. Green makes it very clear that it is in fact Petitioner and Petitioner's Counsel who have not only been extending the case but have been acting in bad faith with both the Court and Natan Avraham. Mr. Green discusses the various valid offers that have been presented by Natan

Avraham at the order of the Court, and the fact that these proper, Court-ordered offers have been ignored by Petitioner and Petitioner's Counsel. Discussing this Mr. Green states "Your honor, along those lines, why didn't they counter? If that's their position, why didn't they make a good-faith counter? And what he just said is ridiculous about Legacy. Legacy is a hard-money lender and what he just said is again proof of them trying to frustrate and sabotage the ability of Mr. Natan Avraham to get the loan. This is an approved--this is an approved hard-money loan, and what I just heard is they are calling up to sabotage it." (March 11, 2015 Page 6 Lines 9-18) Mr. Green makes it very clear to the Court that Natan Avraham has acted in good faith along with the orders of the Court, and even more clear that neither Natan Avraham or his Counsel Mr. Green have acted in a manner to delay the resolution of this case.

Refused Equalization Payments

According to the Judgment in this case, equalization payments are absolutely necessary in order to make sure that all outstanding expenses (especially those related to costs of caring for the children in this case) are accounted for. As stated by Mr. Green, "We ask the Court to allow us time to submit papers under 6.8.1.1 in concert with a buyout so that it is possible to implement this paragraph. It will be impossible to equalize between the two of them if you liquidate this property. This is the last of the community assets." (March 11, 2015, Page 10, Lines 3-10) Mr. Green makes it clear here that appropriately allocating equalization payments is not only necessary at this point in the case but demanded by the Judgment binding both parties. Stressing the necessity of equalization payments, Mr. Green stated "6.8.1.1 of the Judgment talks about

reimbursement--accounting and equalization of reimbursement. If you turn to page 9 of the Judgment to the paragraph, it speaks of reimbursement to either party for expense paid for the benefit of the children. If you order the sale of this property, you are effectively liquidating the community...in the first paragraph the appears on page 9, each party is entitled to reimbursement credit for expenditures related to--and then if you move forward, expenses paid for the benefit of the children. Okay. For example, expenses paid for the benefit of the children. Mr. Avraham would proffer that he's paid significant moneys for the benefit of the children over the past four years. And if you liquidate this property now, that is the end of the community assets." (March 11, 2015 Page 8 Lines 22-28-Page 9 Lines 1-12) Even with this clearly stated point, the Court refused to acknowledge the necessity of the calculation and settlement of equalization payments.

The Judgment in this case clearly outlines that costs associated with caring for the children in this case are valid for reimbursement, and it is of the utmost importance that these costs be taken into account in determining the necessary equalization payments and thus determining the appropriate figure at which Natan Avraham should buy out Petitioner. As an example, Mr. Green states "Your Honor, first the Court file alone indicates that Mr. Avraham allocated \$30,000.00 from moneys due to him in a prior escrow to buy his daughter a car. He's entitled to reimbursement under 6.8.1.1. These are moneys for the benefit of the children." (March 11, 2015 Page 11 Lines 3-9) Not only is it clear that Natan Avraham has and continues to have the best interests of the community and the children in this case at heart, but it is apparent that there are large costs associated with the care of the children that must be settled in the determination of equalization payments. The Court refused to acknowledge these facts.

Furthermore the Court yet again failed to acknowledge that Natan Avraham and the community have not only sustained but could further sustain tremendous Capital Gains penalties from the proposed sale of the property. Ignoring for a moment that Capital Gains that would be incurred from the sale of the Wooster Property, the Court failed to address the earlier Capital Gains penalties and the necessary determination of the appropriate equalization for these amounts. As stated by Mr. Green "There is approximately \$200,000 Capital Gain debt that has been realized...so the motion would be for the Court to also determine what the net equalization payment would be in light of that equalization payment--I mean, that realized Capital Gain debt held in Mr. Avraham's name alone for the sale of the prior apartment building pursuant to the terms of the judgment. So again, Your Honor, there is a complete lack of good faith negotiation here." (March 11, 2015, Page 3 Lines 27-28-Page 4 Lines 1-11)

Even after hearing all of these facts the Commissioner Matthew St. George made it clear that he did not intend to honor the Judgment and appropriately determine the necessary equalization payments for this case, instead relying upon his claim the Natan Avraham has been delaying the case and stating "It's very late in the day for you to come to court today, after I've given you a month to try and finance the property, to suddenly walk in here today and say 'Well, listen, we want to litigate the whole issue of equalization, and how much is it going to cost to buy her out and what about all these other notes?'" (March 11, 2015 Page 8 Lines 5-11) This could not be further from the truth, as the issue at hand is the liquidation of the final remaining piece of community property. Whether Natan Avraham is allowed to buy out Petitioner's share in this

property or not, this is precisely the time to determine these equalization payments in accordance with the terms of the Judgment.

Conclusion

In conclusion, Natan Avraham sees no manner in which Commissioner Matthew St. George can appropriately continue to preside over this case. Commissioner St. George has repeatedly and flagrantly acted in a manner that has not only violated the civil rights of Natan Avraham but has ignored the Judgment and Law in this case. Commissioner St. George has repeatedly allowed Petitioner and Petitioner's Counsel to control this case through the misrepresentation of facts and testimony to the extent that tremendous damage has been caused to both Natan Avraham and the community in this case through lost assets, penalties, and fees. During this case Commissioner St. George has accepted the word of Petitioner's Counsel on matters as key as the Innocent Spouse status (or lack thereof) of Petitioner and outstanding amounts as large as \$143,000.00 without supporting evidence while simply ignoring the documented and well-supported positions of Natan Avraham and his Counsel Mr. Green.

This has led to the unsupported claims of Petitioner's Counsel Mr. Berman being accepted as evidence and used as foundation for decisions that not only contradict the facts but defy the Judgment and Law in this case and have awarded tremendous sums of money to Petitioner. This is contradictory to Petitioner's Counsel making constant demands for higher and higher sums of money from Natan Avraham for the purchase of the community property. Commissioner

Matthew St. George continues to act in a manner that causes irreparable damage to this case, and has acted repeatedly to cover his wrongdoings. Natan Avraham has come to believe that Petitioner's Counsel Mr. Berman perceives the abuse of this case by Commissioner St. George, and after repeatedly observing the manner in which Commissioner St. George has handled this case believes that he can continue to act in an illegal and untrue manner. Natan Avraham fears that Mr. Berman's abuse of the case and the facts will only accelerate, and that if allowed to continue Mr. Berman will continue to ignore the law and the facts of this case as Commissioner St. George continues to cover for his mistakes.

Natan Avraham is tremendously concerned, based upon the history of this case, that Commissioner St. George will continue to act to cover his previous mistakes and to misrepresent the facts of this case in such a way that his earlier errors--including the incorrect assessment of the \$400,000.00 amount offered by Natan Avraham as being insufficient for the buyout--will seem to have been correct actions. Natan Avraham is concerned that the facts of this case will continue to be misrepresented and that this case will continue to be mishandled so Commissioner St. George can appear to have appropriately handled this case. Commissioner Matthew St. George must dismiss himself from these proceedings so that appropriate justice can be served.

re: Sale of 1442 Wooster Property

Natan Avraham
1778 S. Shenandoah Street
Los Angeles, CA 90035

To Whom it May Concern;

I have recently been informed that the buyer proposed for the property has stepped away from the purchase, and I want to clarify this matter.

Idea for New Evidence for Reconciliation: the current Buyer has walked away from the sale, and there is no evidence that the \$75,000.00 deposit ties this Buyer to the Property in any way. Because this original deal is now essentially dead, there is no duty on the part of the Buyer to us as the Sellers and as a result the employment of this Broker has ended. I have no trust for this Broker and believe he has clear motivation to push this deal forward both for personal interest and to see the deal closed (as can be seen in his declaration), and that there is obvious conflict of interest that prevents Alan Wachman from acting as an appropriate Broker for this case. The Judgment governing this case clearly outlines that the Parties in this case have the right to employ a Broker, and that only if the Parties failed to do so would a Broker be appointed for them. (Judgment Page 7 Lines 6-10) I was not given the right to present an alternative

Broker, as is my right. The Parties in this case selected the current Broker within these terms, and after this result have released him from service. Even before the January 14, 2015 hearing the Broker was officially released from the Parties' service. Not only has this offer marked the end of this Broker's employment by the parties in this case, but the term of his original employment has expired as well. I am of the opinion that this is a violation of my Civil Rights.

Furthermore, according to the February 10, 2015 Order the hearing was continued for the sole purpose of allowing me to obtain financing to purchase Miri's share of the Wooster property. I secured this financing even at the huge expense that the damage Miri has done to my credit score has caused, and yet Commissioner St. George once again went against his own Order and ignored this fact during the March hearing.

Additionally, I take issue with the March 11, 2015 Order asserting that I am not allowed to be involved with the sale of the property.

There is currently an outstanding lien to the F T B AND IRS on the Property, and I am (also may be) currently liable(to resolved) for this amount. To exclude me entirely from the sale would not allow my input on a matter that could potentially cost me hundreds of thousands of dollars.

I believe my rights have been violated not only because these decisions may affect me tremendously without my input, but because the Court has essentially allowed Miri to control the case without my approval. I have never been shown the documents relating to the escrow on the Wooster Property, about this extremely important transaction.

On the morning of March 10th, 2015, I contacted Eric Shewfelt at the Wilshire Escrow Company to remind him to fax me preliminary records on the Wooster Property. During that conversation Eric informed me that the Buyer had walked away. Having not been allowed to review the specific Agreement in this case, I have faith that the Buyer was within their rights to walk away from the Agreement legally. If this is the case and the Buyer has indeed stepped away, I believe this renders the current negotiations regarding the property inapplicable in terms of any parties involved in this proposed sale up until this point.

I am especially concerned with the Court being informed that the Buyer is still present, as any agreement that the Buyer entered into to buy the property would no longer be binding. Even if the Buyer returned with an interest to purchase the property, any Agreement would have to be newly formed in order to be binding. This clarification is meant to make sure that my interaction with this Broker is

clear in terms of my relationship with the Broker. This is to inform the Broker's company that any damage resulting from further action on the part of his company is not approved by me and would be the liability of the company as the original Agreement is null. It is important to note that I have already released this Broker from my employment as well as that the original term of this Broker ended in January of 2015, both meaning that to the best of my information as of March 11, 2015 this Broker is no longer engaged with this sale. also because natan never sing Under these circumstances the Buyer stepping away marks the end of any standing Agreements.

If the proposed Buyer of the property has walked away from the purchase there is no longer any binding Escrow Agreement. Even if this sale was allowed to continue I would like to state clearly and concisely that I am against the sale of this property in this manner at this price and would be officially against the sale of the property by this Broker and the dispersal of commission for this sale. The Court has already placed Miri (Avraham)

I must stress that the deal as it currently stands is dead as a result of the Buyer walking away and the transaction and agreements must be started brand new if the property is to be sold to this or another Buyer presented.

I have presented the Court with a proposal to purchase the property, and absent of this Broker's claim that the Buyer proposed earlier is still interested and the completion of a new Agreement with this Buyer, I am the only reasonable offer that has been presented to the Court for the purchase of the property especially considering that there is an outstanding lien of approximately \$400,000.00 on the property. This Broker's testimony to the Court to the effect that this Buyer is still invested in the purchase both delays my ability to purchase the property and misrepresents the actual value of the property to the Court.

This is not the first case in which this Broker has acted in a misleading manner in front of the Court. In the declaration given by Alan Wachman he states that the rent on the Wooster Property was not raised to market as a result of Los Angeles Rent Control on the property, whereas Miri (Avraham) states that the rent was not raised because there are elderly persons living on the property. The contradiction of testimony represents a misleading of the Court and the facts surrounding the sale of this property before this matter.

I have informed my attorney,

that I was told by the Wilshire Escrow Company that the Buyer has stepped away from the sale and of my feelings on the further handling of the purchase of this property. I assert that the proposed Agreement for the sale of this property with this now absent Buyer be confirmed as invalid and non-binding for myself and that it be made clear that I intend to pay no commission or fees for this sale as I do not approve.

Petitioner Declaration Response

August 31, 2015

Petitioner continues to present misleading testimony and lie to the Court—when Petitioner claims that there was no approval for a loan for me to buy the property I had already secured funding, opened escrow, and made a payment of over eight hundred dollars to open escrow. It was only through this process that we discovered that there was a lien on the property—I can verify that escrow was opened by the number I received.

Escrow Number _____

Declaration Page 2 Lines 17-20

Petitioner's claims that we must sell the property immediately are completely incorrect. The property could easily be sold for a higher price, and even if that were not the case the current buyer is still willing and waiting to purchase this property—it is a valuable income property and an attractive purchase.

Declaration Page 2 Lines 21-23

Petitioner is misleading the Court by claiming that she is paying the mortgage—Petitioner is paying for the mortgage from the income from the property. This amount is meant to be split evenly between the two of us, and Petitioner is not doing so. Petitioner is also clearly deducting these amounts from her taxes, essentially treating these amounts as a private loan. This is extending the loan at my expense.

Declaration Page 2 Lines 26-28, Page 3 Lines 15-19

Petitioner is testifying in bad faith, covering the fact that our son has returned to live with me and the fact that I am the main party taking care of the children. I forego rental income in order to maintain the Shenandoah property for the children, and Petitioner is making these statements in an attempt to damage my reputation. For years Petitioner did not follow the Judgment and did not provide for the children as outlined in the Judgment.

Declaration Page 4 Lines 5-8

Petitioner continues to lie about Innocent Spouse status. There is no documentation to back up this claim and the fraudulent claim by Petitioner is an example of lying directly to the Court. It is very simple to verify that Petitioner has not been awarded Innocent Spouse status, I am in possession of the necessary documents.

Declaration Page 4 Lines 14-15

Petitioner continues to claim that she is free of any liability, but in doing so Petitioner is misrepresenting the facts of this case. This case is in regard to her liability under family law for the community tax, and her accountant cannot free her of this liability.

Declaration Page 4 Lines 23-26

Petitioner claims that she has been paying the children's student loans. This is not true, and Petitioner's own exhibits show this to be the case. Petitioner has simply taken the money and not used it for these purposes.

Declaration Page 5 Lines 9-13

Petitioner continues to claim to pay large sums of money for plumbing and repairs to the Wooster Property. Please do not forget that I am a plumber, and that the Court Order states that Petitioner is not allowed to spend more than \$750.00 without consulting me first. Petitioner has inappropriately made these payments and should not receive benefits from doing so.

Declaration Exhibit A

Response to Testimony of Mr. Alan Wachman

made on February 10, 2015

On February 10, 2015 Real Estate Agent Alan Wachman testified in the divorce proceedings of Natan Avraham and Miri Avraham. Mr. Wachman was inappropriately selected to offer the Wooster Property for sale, and in his testimony misrepresented the facts regarding the property to the Court. Petitioner's Counsel Mr. Berman was allowed by the Court to lead Mr. Wachman into inappropriate testimony, and as a result the Court accepted facts onto the record that misrepresent the case and could cause tremendous damage to the community property in this case as well as the personal property of Natan Avraham.

The included evidence clearly shows that Mr. Wachman was not qualified to offer many of the opinions he presented to the Court. Natan Avraham refuses to acknowledge Mr. Wachman as the appropriate agent in this case, refuses to allow him to participate in the sale of this property, and refuses to offer commission or compensation to Mr. Wachman. Based upon the included evidence Natan Avraham requests that the Judgment and the Law regarding this case be appropriately followed and Mr. Wachman dismissed as agent for this property.

It is important to note that all of Mr. Wachman's testimony was given under oath, and that the Court and Mr. Berman allowed Mr. Wachman to misrepresent the facts of this case. This is an example of the continuing trend of Petitioner's Counsel Mr. Berman being allowed to ignore the

law and Judgment in this case, actions which have caused massive damage to the community and to Natan Avraham.

“

Mr Berman: This is a declaration that you had signed. I just want you to look through it and make sure that that's your declaration, that's true and accurate?

Mr. Berman: Is that your true and correct declaration?

Wachman: So far it is. I was just reading it word for word.

Mr. Berman: Is that your signature?

Wachman: Yes

Mr. Berman: What day did you sign it?

Wachman: I signed it on the 13th of January, 2015.

”

(February 10, 2015 Page 16 Lines 3-21)

From the opening of the examination Mr. Berman attempted to have Mr. Wachman testify to the sale of the property inappropriately, testing the tjo see what he would be allowed to ask. Mr. Berman repeatedly asks questions only to strike them, bringing in testimony and ideas that not even the Court would allow. Mr. Berman uses this technique in an attempt to mislead the Court and twist the facts of this case just as Mr. Berman has done with the entire case to this date.

One of the misrepresentations Mr. Berman has insisted on is the that the Wooster Property must be sold immediately, a fact that is clearly not true based upon the facts of this case. The buyer which Mr. Wachman insists on is not the only buyer, in fact it will be later seen by Mr. Wachman's own words that there are many parties interested in buying the property. At this point, however, Mr. Berman attempts to mention that the property must be sold immediately.

“

Mr. Berman: Mr. Wachman, is it your opinion that if the property is not sold immediately that the current buyer--strike that. Has escrow been opened up with respect to this sale?

Mr. Wachman: An escrow has been opened.

“

(February 10, 2015 Page 16 Lines 22-27)

Petitioner's Counsel Mr. Berman continues to use this technique in the early parts of the examination, stating and then withdrawing questions in a continued attempt to misrepresent the facts of this case. Mr. Green continues to object to the inappropriate testimony of Mr. Wachman and the inappropriate actions of Mr. Berman, but the Court allows Mr. Berman to continue his questioning.

“

Mr. Berman: Approximately how many times did you discuss the--strike that. When did the listing of the Wooster property officially hit the market?

Mr. Wachman: I have a copy of it right here. The listing--it was an exclusive listing that started, I think, September 28th--

Mr. Green: Your honor, there's been no request for--to refresh the recollection of the respondent with any documents.

“

(February 10, 2015 Page 19 Lines 12-21)

From the start of the examination, the Court allowed Mr. Berman to have Mr. Wachman testify over objection by Mr. Green. Mr. Green first points out that the testimony given by Mr.

Wachman “lacks foundation,” yet is overruled by the court. The Court allowed Mr. Wachman to inappropriately testify to multiple details of the sale of the property, telling Mr. Green that he would “get [his] chance.”

“

Mr. Green: Objection. Foundation.

The Court: Overruled.

Mr. Green: Who is the listing with?

The Court: You'll get your chance to ask questions, counsel. Let Mr. Berman proceed.

“

(February 10, 2015 Page 18 Lines 12-16)

After further objections to Mr. Wachman's ability to testify Mr. Green objects in order to make it clear that Mr. Wachman is not an expert witness, and the Court agrees. This is important because the Court later allowed Mr. Wachman to testify to the very things that Court agrees here that Mr. Wachman cannot talk about! The Court allows Mr. Wachman to testify to specific details of the price and sale of the property.

“

Mr. Green: Your honor, just for clarification, is this a percipient witness or do we need to qualify him as an expert witness?

The Court: I think he's testifying to--your--he's not--he's just testifying as to the events which got us to this point, so I don't think he needs to be an expert. He's testifying to his knowledge.

Mr. Green: Then I'd ask him to exclude anything having to do with price. If he's not an expert witness, then he's not qualified to talk about what the price should be.

The Court: He can testify to what the parties agree to in their negotiations and what he's been party to in these pro--in the escrow proceedings. So he can testify to all the events that he laid forth in his declaration.

Mr. Green: As a percipient witness only.

The Court: Yes.

“

(February 10, 2015 Page 18 Lines 21-28-Page 19 Lines 1-10)

Even with Mr. Green's objections, the Court continues to allow Mr. Wachman to testify to the facts of the case. Mr. Wachman can't help but admit that the property has received multiple offers, making it clear that the urgency to sell the Wooster Property to the current buyer has been exaggerated by Mr. Wachman and Mr. Berman. This clearly illustrates that Petitioner and Petitioner's Counsel have been using the Court and testimony to misrepresent the facts of this case in a manner that injures both the community and Natan Avraham.

“

Mr. Berman: How many offers have you received on this property?

Mr. Wachman: I got five or six offers on it. Lots of phone calls.

Mr. Berman: And in your opinion, what was the best offer received on the property?

Mr. Wachman: Well, the offers we opened up the building--

Mr. Green: Objection. Witness is not an expert. Cannot testify to the best offer as a percipient witness.

Mr. Wachman: The offer that, in answer to your question--

The Court: Hold on. He can refer to the best and final, that's what was listed in his declaration. He can tell us about those.

“

(February 10, 2015 Page 20 Lines 3-17)

While examining Mr. Wachman Mr. Green makes it very clear that the property in this case has been mismanaged, and that the value of the property has been damaged by this mismanagement.

This is one of the most important issues in the sale of this property, as the Petitioner was required by the Judgment and the law to maintain the value of the property for the benefit of the community. The rush by Petitioner and Petitioner's Counsel to sell the property is damaging to the community because the rental value of the property is below market value, and this has affected the value of the property.

“

Mr. Green: To the best of your knowledge, what is the nature of the property? What is the description of the property which is the subject of these proceedings?

Mr. Wachman: It's a five-unit apartment building. A residential income property.

Mr. Green: To the best of your knowledge, has the rental income been maximized on this property?

Mr. Wachman: No, it has not.

Mr. Green: Okay. If the rental--is the rental--monthly or annual rental roll a component in computing the sale value of the property?

Mr. Wachman: Yes, has something to do with it, yes. One of the pieces of data we look at.

Mr. Green: What is your analysis of the current state of rent of this property?

Mr. Wachman: Below market rent.

Mr. Green: Did that affect your listing price?

Mr. Wachman: To a certain extent.

”

(February 10, 2015 Page 24 Lines 1-19)

Even with the amount Petitioner and Petitioner's Counsel have attempted to manipulate the testimony and the evidence in this case, Mr. Wachman is forced to admit that the lack of maintenance of the rental value of the Wooster Property by Petitioner has resulted in damage to the community. The pressure to immediately sell the Wooster Property is inappropriate.

Under further examination by Mr. Green, Mr. Wachman admits that Natan Avraham did not approve the sale of the property to the buyer at any point. This further underlines the fact that Petitioner and Petitioner's Counsel have acted to rush the sale of the Wooster Property against the rules of the law and the Judgment, and this rush has impacted the value of the property in a way that is damaging to the community and Natan Avraham.

“

Mr. Green: At any time did Mr. Avraham agree to you to sell the property for 1.575 to this buyer?

Mr. Wachman: No, he did not. He said before he signed anything.

Mr. Green: Who is the titled owner of this property?

Mr. Wachman: Miri Avraham and Natan Avraham.

“

(February 10, 2015 Page 33 Lines 8-13)

Upon further examination of Mr. Wachman, Mr. Green makes it very clear to the Court that not only has the property been mismanaged but that Mr. Wachman has misrepresented the facts of this case to the Court. Mr. Green continues to ask Mr. Wachman about the rent increases made on the property, and Mr. Wachman makes statements under oath to the Court that directly contradict his earlier Declaration. This is a concrete example of the manipulation of the facts of this case that has taken place over the course of these proceedings, and **clearly shows that Mr. Wachman was willing to mislead the Court and offer conflicting testimony.**

“

Mr. Wachman: Yes. L.A. rent stabilization is three percent a year, and I don't know to what extent she had increased rents. I mean, it would have been minimal. And it would have been a minimal value more.

Mr. Green: So you're contradicting your prior testimony that you have knowledge that the rents were increased in the last four years. Which is my understanding the rents were not increased in the last four years.

“

(February 10, 2015 Page 31 Lines 2-10)

This presentation by Mr. Green clearly shows that the facts presented to the Court by Mr. Wachman are a misrepresentation of even the earlier testimony given in Mr. Wachman's declaration, and that this is evidence that Petitioner and Petitioner's Counsel have acted to mislead the Court and to twist the proceedings.

Mr. Green continues to question Mr. Wachman, revealing that the sale of the property would put the children in this case at risk. The children currently occupy units in the Wooster Property as their primary residence, and Mr. Wachman is forced to inform the Court that the sale of the property would put these children on a month-to-month rental basis and endanger their living situation. This is clearly not good for the community in this case, and Natan Avraham and Avraham's Counsel Mr. Green have repeatedly made it clear to the Court that the sale of the Wooster Property in this manner would endanger the children in this case.

“

The Court: All right. Do you know if the property--if currently some of the units are occupied by relatives of the Avraham's?

Mr. Wachman: I do know that, yes.

The Court: You do know that? And what will happen to them if the property changes owners?

Mr. Wachman: Well, they have a lease in place, so it would become a month-to-month. After their lease, the term of their lease, they'd become month-to-month tenants.

“

(February 10, 2015 Page 33 Lines 23-28-Page 34 Lines 1-4)

Under further examination it becomes clear from Mr. Wachman that there would be even more damage done by the sale of the Wooster Property under the current arrangement, as the Capital Gains consequences of the sale would be enormous. Natan Avraham and Natan Avraham's

Counsel Mr. Green have repeatedly informed the Court that Capital Gains must be addressed in order to appropriately resolve this case, yet Mr. Wachman is forced to make it clear that he has not discussed these consequences with Petitioner or Petitioner's Counsel. This admission clearly shows the mismanagement of this case, and the harm that could be caused if this is allowed to continue.

“

Mr. Green: If there was a short--are you aware of what the Capital Gains tax consequences would be of the sale to this third party?

Mr. Wachman: No, I'm not.

Mr. Green: Are you aware--have you discussed with the Petitioner that she would have Capital Gains consequences?

Mr. Wachman: No, I haven't.

Mr. Green: Are you aware of what the original purchase price of this building was for the Avrahams, considering you sold it to them?

Mr. Wachman: I forgot what it was, but, yes, I could give you a ballpark figure.

Mr. Green: What was the figure?

Mr. Berman: Objection. Relevance.

The Court: Overruled, Counsel. You may answer.

Mr. Wachman: I believe it was \$480,000.00.

Mr. Green: Four eighty. So we're looking at approximately a 1.1 gain, correct?

“

(February 10, 2015 Page 39 Lines 4-23)

The continued misleading of the Court by Petitioner and Petitioner's Counsel Mr. Berman, the inappropriate actions of the Real Estate Agent Mr. Wachman, and the mishandling of this case by Commissioner St. George have all contributed to the damage done to the community and Natan Avraham. Natan Avraham and his Counsel Mr. Green have repeatedly attempted to show the Court that the law and the Judgment must be followed in this case, but the Court continues to allow Mr. Berman to testify and present inappropriate evidence. These proceedings are just one example of the reasons Natan Avraham insists that Mr. Wachman be dismissed as the Real Estate Agent in this case, and that the Court immediately takes actions to correct the inappropriate proceedings thus far.

1 said ground for disqualification of said Judge Pro Tem.

2 3. This declaration and the attached Objection are presented at the earliest practicable
3 opportunity after discovery of the facts stated herein constituting grounds for disqualification of
4 the said judge.

5 4. I hereby object to the hearing of the above matter by Judge Pro Tem St. George
6 on the grounds that the Judge Pro Tem is disqualified from the hearing and determining of this
7 matter by the terms of California Code of Civil Procedure §170.1. The judge is disqualified
8 specifically because he is biased against Respondent and there is substantial doubt as to his
9 capacity to be impartial in the action in that he continually makes orders which are contrary to
10 current law. Code of Civil Procedure §170.1(a)(6)

11 5. I did not file an objection earlier because I have been without representation for
12 several months and just recently learned what papers I need to file for the disqualification
13 motion.

14 6. I am informed and believe Judge Pro Tem George is predisposed to deciding matters
15 pertaining to the family law case in a way that favors Petitioner. Therefore, I believe Judge Pro
16 Tem St. George is biased toward Petitioner and against me. See attached Declaration. In this
17 case, the Judge Pro Tem's track record is so lopsided as to create a reasonable doubt of his
18 impartiality.

19 I declare under the penalty of perjury under the laws of the State of California that the foregoing
20 is true and correct. Executed this 27 day of ^{MAY}~~October~~ 2014 at Los Angeles, California.

21
22
23 

24 NATAN AVRAHAM, Respondent

MEMORANDUM OF POINTS AND AUTHORITIES

I. **INTRODUCTION**

Respondent Natan Rahamim Avraham hereby submits this memorandum in support of his motion to disqualify Judge Pro Tem St. George from further proceedings in this case. Judgment of Dissolution was entered on 10/05/2010. On April 4, 2011, Respondent filed a motion to set aside portions of the judgment which the court denied in its entirety.

II. **JUDGE PRO TEM ST. GEORGE SHOULD BE DISQUALIFIED BECAUSE HE IS BIASED AND CANNOT BE IMPARTIAL.**

Code of Civil Procedure §170.1 states in relevant part:

(a) A judge shall be disqualified if any one or more of the following are true:

(6)(A) For any reason:

(iii) A person aware of the facts might reasonably entertain a doubt that the judge would be able to be impartial.

(B) Bias or prejudice toward a lawyer in the proceeding may be grounds for disqualification

Code of Civil Procedure §170.3 states in relevant part:

(c)(1) If a judge who should disqualify himself or herself refuses to do so, any party may file with the clerk a written a verified statement objecting to the hearing or trial before the judge and setting forth facts constituting the grounds disqualification of the judge. The statement shall be presented at the earliest practicable opportunity after discovery of the facts constituting the ground for disqualification. Copies of the statements shall be served on each party or his or her attorney who has appeared and shall be personally

1 served on the judgment alleged to be disqualified, or on his or her clerk, provided that the
2 judge is present in the courthouse or in chambers.

3 As state earlier, Judge Pro St. George has made numerous erroneous rulings in this case
4 which establishes his bias.

5
6 Date: ~~October~~ ^{MAY} 27, 2014

7 Respectfully submitted

8
9 

10 Natan Avraham, In pro per
11 Respondent

CALIFORNIA CODES
CODE OF CIVIL PROCEDURE
SECTION 170-170.9

170. A judge has a duty to decide any proceeding in which he or she is not disqualified.

170.1. (a) A judge shall be disqualified if any one or more of the following are true:

(1) (A) The judge has personal knowledge of disputed evidentiary facts concerning the proceeding.

(B) A judge shall be deemed to have personal knowledge within the meaning of this paragraph if the judge, or the spouse of the judge, or a person within the third degree of relationship to either of them, or the spouse of such a person is to the judge's knowledge likely to be a material witness in the proceeding.

(2) (A) The judge served as a lawyer in the proceeding, or in any other proceeding involving the same issues he or she served as a lawyer for a party in the present proceeding or gave advice to a party in the present proceeding upon a matter involved in the action or proceeding.

(B) A judge shall be deemed to have served as a lawyer in the proceeding if within the past two years:

(i) A party to the proceeding, or an officer, director, or trustee of a party, was a client of the judge when the judge was in the private practice of law or a client of a lawyer with whom the judge was associated in the private practice of law.

(ii) A lawyer in the proceeding was associated in the private practice of law with the judge.

(C) A judge who served as a lawyer for, or officer of, a public agency that is a party to the proceeding shall be deemed to have served as a lawyer in the proceeding if he or she personally advised or in any way represented the public agency concerning the factual or legal issues in the proceeding.

(3) (A) The judge has a financial interest in the subject matter in a proceeding or in a party to the proceeding.

(B) A judge shall be deemed to have a financial interest within the meaning of this paragraph if:

(i) A spouse or minor child living in the household has a financial interest.

(ii) The judge or the spouse of the judge is a fiduciary who has a financial interest.

(C) A judge has a duty to make reasonable efforts to inform himself or herself about his or her personal and fiduciary interests and those of his or her spouse and the personal financial interests of children living in the household.

(4) The judge, or the spouse of the judge, or a person within the third degree of relationship to either of them, or the spouse of such a person is a party to the proceeding or an officer, director, or trustee of a party.

(5) A lawyer or a spouse of a lawyer in the proceeding is the spouse, former spouse, child, sibling, or parent of the judge or the judge's spouse or if such a person is associated in the private practice of law with a lawyer in the proceeding.

(6) (A) For any reason:

(i) The judge believes his or her recusal would further the interests of justice.

(ii) The judge believes there is a substantial doubt as to his or her capacity to be impartial.

(iii) A person aware of the facts might reasonably entertain a doubt that the judge would be able to be impartial.

(B) Bias or prejudice toward a lawyer in the proceeding may be grounds for disqualification.

(7) By reason of permanent or temporary physical impairment, the judge is unable to properly perceive the evidence or is unable to properly conduct the proceeding.

(8) (A) The judge has a current arrangement concerning prospective employment or other compensated service as a dispute resolution neutral or is participating in, or, within the last two years has participated in, discussions regarding prospective employment or service as a dispute resolution neutral, or has been engaged in that employment or service, and any of the following applies:

(i) The arrangement is, or the prior employment or discussion was, with a party to the proceeding.

(ii) The matter before the judge includes issues relating to the enforcement of either an agreement to submit a dispute to an alternative dispute resolution process or an award or other final decision by a dispute resolution neutral.

(iii) The judge directs the parties to participate in an alternative dispute resolution process in which the dispute resolution neutral will be an individual or entity with whom the judge has the arrangement, has previously been employed or served, or is discussing or has discussed the employment or service.

(iv) The judge will select a dispute resolution neutral or entity to conduct an alternative dispute resolution process in the matter before the judge, and among those available for selection is an individual or entity with whom the judge has the arrangement, with whom the judge has previously been employed or served, or with whom the judge is discussing or has discussed the employment or service.

(B) For the purposes of this paragraph, all of the following apply:

(i) "Participating in discussions" or "has participated in discussion" means that the judge solicited or otherwise indicated an interest in accepting or negotiating possible employment or service as an alternative dispute resolution neutral, or responded to an unsolicited statement regarding, or an offer of, that employment or service by expressing an interest in that employment or service, making an inquiry regarding the employment or service, or encouraging the person making the statement or offer to provide additional information about that possible employment or service. If a judge's response to an unsolicited statement regarding, a question about, or offer of, prospective employment or other compensated service as a dispute resolution neutral is limited to responding negatively, declining the offer, or declining to discuss that employment or service, that response does not constitute participating in discussions.

(ii) "Party" includes the parent, subsidiary, or other legal affiliate of any entity that is a party and is involved in the transaction, contract, or facts that gave rise to the issues subject to the proceeding.

(iii) "Dispute resolution neutral" means an arbitrator, mediator, temporary judge appointed under Section 21 of Article VI of the California Constitution, referee appointed under Section 638 or 639, special master, neutral evaluator, settlement officer, or settlement

(9) (A) The judge has received a contribution in excess of one thousand five hundred dollars (\$1500) from a party or lawyer in the proceeding, and either of the following applies:

- (i) The contribution was received in support of the judge's last election, if the last election was within the last six years.
- (ii) The contribution was received in anticipation of an upcoming election.

(B) Notwithstanding subparagraph (A), the judge shall be disqualified based on a contribution of a lesser amount if subparagraph (A) of paragraph (6) applies.

(C) The judge shall disclose any contribution from a party or lawyer in a matter that is before the court that is required to be reported under subdivision (f) of Section 84211 of the Government Code, even if the amount would not require disqualification under this paragraph. The manner of disclosure shall be the same as that provided in Canon 3E of the Code of Judicial Ethics.

(D) Notwithstanding paragraph (1) of subdivision (b) of Section 170.3, the disqualification required under this paragraph may be waived by the party that did not make the contribution unless there are other circumstances that would prohibit a waiver pursuant to paragraph (2) of subdivision (b) of Section 170.3.

(b) A judge before whom a proceeding was tried or heard shall be disqualified from participating in any appellate review of that proceeding.

(c) At the request of a party or on its own motion an appellate court shall consider whether in the interests of justice it should direct that further proceedings be heard before a trial judge other than the judge whose judgment or order was reviewed by the appellate court.

170.2. It shall not be grounds for disqualification that the judge:

(a) Is or is not a member of a racial, ethnic, religious, sexual or similar group and the proceeding involves the rights of such a group.

(b) Has in any capacity expressed a view on a legal or factual issue presented in the proceeding, except as provided in paragraph (2) of subdivision (a) of, or subdivision (b) or (c) of, Section 170.1.

(c) Has as a lawyer or public official participated in the drafting of laws or in the effort to pass or defeat laws, the meaning, effect or application of which is in issue in the proceeding unless the judge believes that his or her prior involvement was so well known as to raise a reasonable doubt in the public mind as to his or her capacity to be impartial.

170.3. (a) (1) If a judge determines himself or herself to be disqualified, the judge shall notify the presiding judge of the court of his or her recusal and shall not further participate in the proceeding, except as provided in Section 170.4, unless his or her disqualification is waived by the parties as provided in subdivision (b).

(2) If the judge disqualifying himself or herself is the only judge or the presiding judge of the court, the notification shall be sent to the person having authority to assign another judge to replace the disqualified judge.

(b) (1) A judge who determines himself or herself to be

disqualified after disclosing the basis for his or her disqualification on the record may ask the parties and their attorneys whether they wish to waive the disqualification, except where the basis for disqualification is as provided in paragraph (2). A waiver of disqualification shall recite the basis for the disqualification, and is effective only when signed by all parties and their attorneys and filed in the record.

(2) There shall be no waiver of disqualification if the basis therefor is either of the following:

(A) The judge has a personal bias or prejudice concerning a party.

(B) The judge served as an attorney in the matter in controversy, or the judge has been a material witness concerning that matter.

(3) The judge shall not seek to induce a waiver and shall avoid any effort to discover which lawyers or parties favored or opposed a waiver of disqualification.

(4) If grounds for disqualification are first learned of or arise after the judge has made one or more rulings in a proceeding, but before the judge has completed judicial action in a proceeding, the judge shall, unless the disqualification be waived, disqualify himself or herself, but in the absence of good cause the rulings he or she has made up to that time shall not be set aside by the judge who replaces the disqualified judge.

(c) (1) If a judge who should disqualify himself or herself refuses or fails to do so, any party may file with the clerk a written verified statement objecting to the hearing or trial before the judge and setting forth the facts constituting the grounds for disqualification of the judge. The statement shall be presented at the earliest practicable opportunity after discovery of the facts constituting the ground for disqualification. Copies of the statement shall be served on each party or his or her attorney who has appeared and shall be personally served on the judge alleged to be disqualified, or on his or her clerk, provided that the judge is present in the courthouse or in chambers.

(2) Without conceding his or her disqualification, a judge whose impartiality has been challenged by the filing of a written statement may request any other judge agreed upon by the parties to sit and act in his or her place.

(3) Within 10 days after the filing or service, whichever is later, the judge may file a consent to disqualification in which case the judge shall notify the presiding judge or the person authorized to appoint a replacement of his or her recusal as provided in subdivision (a), or the judge may file a written verified answer admitting or denying any or all of the allegations contained in the party's statement and setting forth any additional facts material or relevant to the question of disqualification. The clerk shall forthwith transmit a copy of the judge's answer to each party or his or her attorney who has appeared in the action.

(4) A judge who fails to file a consent or answer within the time allowed shall be deemed to have consented to his or her disqualification and the clerk shall notify the presiding judge or person authorized to appoint a replacement of the recusal as provided in subdivision (a).

(5) A judge who refuses to recuse himself or herself shall not pass upon his or her own disqualification or upon the sufficiency in law, fact, or otherwise, of the statement of disqualification filed by a party. In that case, the question of disqualification shall be heard and determined by another judge agreed upon by all the parties who have appeared or, in the event they are unable to agree within five days of notification of the judge's answer, by a judge selected by the chairperson of the Judicial Council, or if the chairperson is

unable to act, the vice chairperson. The clerk shall notify the executive officer of the Judicial Council of the need for a selection. The selection shall be made as expeditiously as possible. No challenge pursuant to this subdivision or Section 170.6 may be made against the judge selected to decide the question of disqualification.

(6) The judge deciding the question of disqualification may decide the question on the basis of the statement of disqualification and answer and any written arguments as the judge requests, or the judge may set the matter for hearing as promptly as practicable. If a hearing is ordered, the judge shall permit the parties and the judge alleged to be disqualified to argue the question of disqualification and shall for good cause shown hear evidence on any disputed issue of fact. If the judge deciding the question of disqualification determines that the judge is disqualified, the judge hearing the question shall notify the presiding judge or the person having authority to appoint a replacement of the disqualified judge as provided in subdivision (a).

(d) The determination of the question of the disqualification of a judge is not an appealable order and may be reviewed only by a writ of mandate from the appropriate court of appeal sought only by the parties to the proceeding. The petition for the writ shall be filed and served within 10 days after service of written notice of entry of the court's order determining the question of disqualification. If the notice of entry is served by mail, that time shall be extended as provided in subdivision (a) of Section 1013.

170.4. (a) A disqualified judge, notwithstanding his or her disqualification may do any of the following:

(1) Take any action or issue any order necessary to maintain the jurisdiction of the court pending the assignment of a judge not disqualified.

(2) Request any other judge agreed upon by the parties to sit and act in his or her place.

(3) Hear and determine purely default matters.

(4) Issue an order for possession prior to judgment in eminent domain proceedings.

(5) Set proceedings for trial or hearing.

(6) Conduct settlement conferences.

(b) Notwithstanding paragraph (5) of subdivision (c) of Section 170.3, if a statement of disqualification is untimely filed or if on its face it discloses no legal grounds for disqualification, the trial judge against whom it was filed may order it stricken.

(c) (1) If a statement of disqualification is filed after a trial or hearing has commenced by the start of voir dire, by the swearing of the first witness or by the submission of a motion for decision, the judge whose impartiality has been questioned may order the trial or hearing to continue, notwithstanding the filing of the statement of disqualification. The issue of disqualification shall be referred to another judge for decision as provided in subdivision (a) of Section 170.3, and if it is determined that the judge is disqualified, all orders and rulings of the judge found to be disqualified made after the filing of the statement shall be vacated.

(2) For the purposes of this subdivision, if (A) a proceeding is filed in a single judge court or has been assigned to a single judge for comprehensive disposition, and (B) the proceeding has been set for trial or hearing 30 or more days in advance before a judge whose name was known at the time, the trial or hearing shall be deemed to

have commenced 10 days prior to the date scheduled for trial or hearing as to any grounds for disqualification known before that time.

(3) A party may file no more than one statement of disqualification against a judge unless facts suggesting new grounds for disqualification are first learned of or arise after the first statement of disqualification was filed. Repetitive statements of disqualification not alleging facts suggesting new grounds for disqualification shall be stricken by the judge against whom they are filed.

(d) Except as provided in this section, a disqualified judge shall have no power to act in any proceeding after his or her disqualification or after the filing of a statement of disqualification until the question of his or her disqualification has been determined.

170.5. For the purposes of Sections 170 to 170.5, inclusive, the following definitions apply:

(a) "Judge" means judges of the superior courts, and court commissioners and referees.

(b) "Financial interest" means ownership of more than a 1 percent legal or equitable interest in a party, or a legal or equitable interest in a party of a fair market value in excess of one thousand five hundred dollars (\$1,500), or a relationship as director, advisor or other active participant in the affairs of a party, except as follows:

(1) Ownership in a mutual or common investment fund that holds securities is not a "financial interest" in those securities unless the judge participates in the management of the fund.

(2) An office in an educational, religious, charitable, fraternal, or civic organization is not a "financial interest" in securities held by the organization.

(3) The proprietary interest of a policyholder in a mutual insurance company, or a depositor in a mutual savings association, or a similar proprietary interest, is a "financial interest" in the organization only if the outcome of the proceeding could substantially affect the value of the interest.

(c) "Officer of a public agency" does not include a Member of the Legislature or a state or local agency official acting in a legislative capacity.

(d) The third degree of relationship shall be calculated according to the civil law system.

(e) "Private practice of law" includes a fee for service, retainer, or salaried representation of private clients or public agencies, but excludes lawyers as full-time employees of public agencies or lawyers working exclusively for legal aid offices, public defender offices, or similar nonprofit entities whose clientele is by law restricted to the indigent.

(f) "Proceeding" means the action, case, cause, motion, or special proceeding to be tried or heard by the judge.

(g) "Fiduciary" includes any executor, trustee, guardian, or administrator.

170.6. (a) (1) A judge, court commissioner, or referee of a superior court of the State of California shall not try a civil or criminal action or special proceeding of any kind or character nor hear any matter therein that involves a contested issue of law or fact when it is established as provided in this section that the

judge or court commissioner is prejudiced against a party or attorney or the interest of a party or attorney appearing in the action or proceeding.

(2) A party to, or an attorney appearing in, an action or proceeding may establish this prejudice by an oral or written motion without prior notice supported by affidavit or declaration under penalty of perjury, or an oral statement under oath, that the judge, court commissioner, or referee before whom the action or proceeding is pending, or to whom it is assigned, is prejudiced against a party or attorney, or the interest of the party or attorney, so that the party or attorney cannot, or believes that he or she cannot, have a fair and impartial trial or hearing before the judge, court commissioner, or referee. If the judge, other than a judge assigned to the case for all purposes, court commissioner, or referee assigned to, or who is scheduled to try, the cause or hear the matter is known at least 10 days before the date set for trial or hearing, the motion shall be made at least 5 days before that date. If directed to the trial of a cause with a master calendar, the motion shall be made to the judge supervising the master calendar not later than the time the cause is assigned for trial. If directed to the trial of a criminal cause that has been assigned to a judge for all purposes, the motion shall be made to the assigned judge or to the presiding judge by a party within 10 days after notice of the all purpose assignment, or if the party has not yet appeared in the action, then within 10 days after the appearance. If directed to the trial of a civil cause that has been assigned to a judge for all purposes, the motion shall be made to the assigned judge or to the presiding judge by a party within 15 days after notice of the all purpose assignment, or if the party has not yet appeared in the action, then within 15 days after the appearance. If the court in which the action is pending is authorized to have no more than one judge, and the motion claims that the duly elected or appointed judge of that court is prejudiced, the motion shall be made before the expiration of 30 days from the date of the first appearance in the action of the party who is making the motion or whose attorney is making the motion. In no event shall a judge, court commissioner, or referee entertain the motion if it is made after the drawing of the name of the first juror, or if there is no jury, after the making of an opening statement by counsel for plaintiff, or if there is no opening statement by counsel for plaintiff, then after swearing in the first witness or the giving of any evidence, or after trial of the cause has otherwise commenced. If the motion is directed to a hearing, other than the trial of a cause, the motion shall be made not later than the commencement of the hearing. In the case of trials or hearings not specifically provided for in this paragraph, the procedure specified herein shall be followed as nearly as possible. The fact that a judge, court commissioner, or referee has presided at, or acted in connection with, a pretrial conference or other hearing, proceeding, or motion prior to trial, and not involving a determination of contested fact issues relating to the merits, shall not preclude the later making of the motion provided for in this paragraph at the time and in the manner herein provided.

A motion under this paragraph may be made following reversal on appeal of a trial court's decision, or following reversal on appeal of a trial court's final judgment, if the trial judge in the prior proceeding is assigned to conduct a new trial on the matter. Notwithstanding paragraph (4), the party who filed the appeal that resulted in the reversal of a final judgment of a trial court may make a motion under this section regardless of whether that party or side has previously done so. The motion shall be made within 60 days

after the party or the party's attorney has been notified of the assignment.

(3) A party to a civil action making that motion under this section shall serve notice on all parties no later than five days after making the motion.

(4) If the motion is duly presented, and the affidavit or declaration under penalty of perjury is duly filed or an oral statement under oath is duly made, thereupon and without any further act or proof, the judge supervising the master calendar, if any, shall assign some other judge, court commissioner, or referee to try the cause or hear the matter. In other cases, the trial of the cause or the hearing of the matter shall be assigned or transferred to another judge, court commissioner, or referee of the court in which the trial or matter is pending or, if there is no other judge, court commissioner, or referee of the court in which the trial or matter is pending, the Chair of the Judicial Council shall assign some other judge, court commissioner, or referee to try the cause or hear the matter as promptly as possible. Except as provided in this section, no party or attorney shall be permitted to make more than one such motion in any one action or special proceeding pursuant to this section. In actions or special proceedings where there may be more than one plaintiff or similar party or more than one defendant or similar party appearing in the action or special proceeding, only one motion for each side may be made in any one action or special proceeding.

(5) Unless required for the convenience of the court or unless good cause is shown, a continuance of the trial or hearing shall not be granted by reason of the making of a motion under this section. If a continuance is granted, the cause or matter shall be continued from day to day or for other limited periods upon the trial or other calendar and shall be reassigned or transferred for trial or hearing as promptly as possible.

(6) Any affidavit filed pursuant to this section shall be in substantially the following form:

(Here set forth court and cause)

State of _____ ss. PEREMPTORY
 California, CHALLENGE
 County of _____

_____, being duly sworn, deposes and says: That he or she is

a party (or attorney for a party) to the within action (or special proceeding). That _____ the judge, court commissioner, or referee before whom the trial of the (or a hearing in the) action (or special proceeding) is pending (or to whom it is assigned) is prejudiced against the party (or his or her attorney) or the interest of the party (or his or her attorney) so that affiant cannot or believes that he or she cannot have a fair and impartial trial or hearing before the judge, court commissioner, or referee.

Subscribed and sworn to before me this _____ day of _____, 20__.

(Clerk or notary public or other officer administering oath)

(7) Any oral statement under oath or declaration under penalty of perjury made pursuant to this section shall include substantially the same contents as the affidavit above.

(b) Nothing in this section shall affect or limit Section 170 or Title 4 (commencing with Section 392) of Part 2, and this section shall be construed as cumulative thereto.

(c) If any provision of this section or the application to any person or circumstance is held invalid, that invalidity shall not affect other provisions or applications of the section that can be given effect without the invalid provision or application and, to this end, the provisions of this section are declared to be severable.

170.7. Section 170.6 does not apply to a judge designated or assigned to serve on the appellate division of a superior court in the judge's capacity as a judge of that division.

170.8. When there is no judge of a court qualified to hear an action or proceeding, the clerk shall forthwith notify the Chairman of the Judicial Council of that fact. The judge assigned by the Chairman of the Judicial Council shall hear the action or proceeding at the time fixed therefor or, if no time has been fixed or good cause appears for changing the time theretofore fixed, the judge shall fix a time for hearing in accordance with law and rules and hear the action or proceeding at the time so fixed.

170.9. (a) A judge shall not accept gifts from a single source in a calendar year with a total value of more than two hundred fifty dollars (\$250). This section shall not be construed to authorize the receipt of gifts that would otherwise be prohibited by the Code of Judicial Ethics adopted by the California Supreme Court or any other law.

(b) This section shall not prohibit or limit the following:

(1) Payments, advances, or reimbursements for travel and related lodging and subsistence permitted by subdivision (e).

(2) Wedding gifts and gifts exchanged between individuals on birthdays, holidays, and other similar occasions, if the gifts exchanged are not substantially disproportionate in value.

(3) A gift, bequest, favor, or loan from a person whose preexisting relationship with a judge would prevent the judge from hearing a case involving that person, under the Code of Judicial Ethics adopted by the California Supreme Court.

(c) For purposes of this section, "judge" includes all of the following:

(1) Judges of the superior courts.

(2) Justices of the courts of appeal and the Supreme Court.

(3) Subordinate judicial officers, as defined in Section 71601 of the Government Code.

(d) The gift limitation amounts in this section shall be adjusted biennially by the Commission on Judicial Performance to reflect changes in the Consumer Price Index, rounded to the nearest ten dollars (\$10).

(e) Payments, advances, or reimbursements for travel, including actual transportation and related lodging and subsistence that is

reasonably related to a judicial or governmental purpose, or to an issue of state, national, or international public policy, are not prohibited or limited by this section if any of the following apply:

(1) The travel is in connection with a speech, practice demonstration, or group or panel discussion given or participated in by the judge, the lodging and subsistence expenses are limited to the day immediately preceding, the day of, and the day immediately following the speech, demonstration, or discussion, and the travel is within the United States.

(2) The travel is provided by a government, a governmental agency or authority, a foreign government, a foreign bar association, an international service organization, a bona fide public or private educational institution, as defined in Section 203 of the Revenue and Taxation Code, or a nonprofit charitable or religious organization that is exempt from taxation under Section 501(c)(3) of the Internal Revenue Code, or by a person domiciled outside the United States who substantially satisfies the requirements for tax-exempt status under Section 501(c)(3) of the Internal Revenue Code.

For purposes of this section, "foreign bar association" means an association of attorneys located outside the United States (A) that performs functions substantially equivalent to those performed by state or local bar associations in this state and (B) that permits membership by attorneys in that country representing various legal specialties and does not limit membership to attorneys generally representing one side or another in litigation. "International service organization" means a bona fide international service organization of which the judge is a member. A judge who accepts travel payments from an international service organization pursuant to this subdivision shall not preside over or participate in decisions affecting that organization, its state or local chapters, or its local members.

(3) The travel is provided by a state or local bar association or judges professional association in connection with testimony before a governmental body or attendance at any professional function hosted by the bar association or judges professional association, the lodging and subsistence expenses are limited to the day immediately preceding, the day of, and the day immediately following the professional function.

(f) Payments, advances, and reimbursements for travel not described in subdivision (e) are subject to the limit in subdivision (a).

(g) No judge shall accept any honorarium.

(h) "Honorarium" means a payment made in consideration for any speech given, article published, or attendance at a public or private conference, convention, meeting, social event, meal, or like gathering.

(i) "Honorarium" does not include earned income for personal services that are customarily provided in connection with the practice of a bona fide business, trade, or profession, such as teaching or writing for a publisher, and does not include fees or other things of value received pursuant to Section 94.5 of the Penal Code for performance of a marriage.

For purposes of this section, "teaching" shall include presentations to impart educational information to lawyers in events qualifying for credit under mandatory continuing legal education, to students in bona fide educational institutions, and to associations or groups of judges.

(j) Subdivisions (a) and (e) shall apply to all payments, advances, and reimbursements for travel and related lodging and subsistence.

(k) This section does not apply to any honorarium that is not used and, within 30 days after receipt, is either returned to the donor or delivered to the Controller for deposit in the General Fund without being claimed as a deduction from income for tax purposes.

(1) "Gift" means a payment to the extent that consideration of equal or greater value is not received and includes a rebate or discount in the price of anything of value unless the rebate or discount is made in the regular course of business to members of the public without regard to official status. A person, other than a defendant in a criminal action, who claims that a payment is not a gift by reason of receipt of consideration has the burden of proving that the consideration received is of equal or greater value. However, the term "gift" does not include any of the following:

(1) Informational material such as books, reports, pamphlets, calendars, periodicals, cassettes and discs, or free or reduced-price admission, tuition, or registration, for informational conferences or seminars. No payment for travel or reimbursement for any expenses shall be deemed "informational material."

(2) Gifts that are not used and, within 30 days after receipt, are returned to the donor or delivered to a charitable organization without being claimed as a charitable contribution for tax purposes.

(3) Gifts from a judge's spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle, or first cousin or the spouse of any such person. However, a gift from any of those persons shall be considered a gift if the donor is acting as an agent or intermediary for a person not covered by this paragraph.

(4) Campaign contributions required to be reported under Chapter 4 (commencing with Section 84100) of Title 9 of the Government Code.

(5) Any devise or inheritance.

(6) Personalized plaques and trophies with an individual value of less than two hundred fifty dollars (\$250).

(7) Admission to events hosted by state or local bar associations or judges professional associations, and provision of related food and beverages at those events, when attendance does not require "travel," as described in paragraph (3) of subdivision (e).

(m) The Commission on Judicial Performance shall enforce the prohibitions of this section with regard to judges of the superior courts and justices of the courts of appeal and the Supreme Court. With regard to subordinate judicial officers, consistent with Section 18.1 of Article VI of the California Constitution, the court employing the subordinate judicial officer shall exercise initial jurisdiction to enforce the prohibitions of this section, and the Commission on Judicial Performance shall exercise discretionary jurisdiction with respect to the enforcement of the prohibitions of this section.

**OBJECTION AND DECLARATION
SUPPORTING DISQUALIFICATION
OF JUDGE PRO TEM ST. GEORGE**

**OBJECTION AND DECLARATION SUPPORTING DISQUALIFICATION
OF JUDGE PRO TEM George**

14

Disqualification

This document outlines complaints by Natan Avraham regarding his case, and further information can be found online at www.justiceforavraham.weebly.com and supporting documents can be found on the attached CD. All statements are made by Natan Avraham and represent the best of his knowledge and understanding of the law and the case. Natan has carefully reviewed the relevant case law and the huge amount of evidence in this case, and has made these conclusions to the best of his ability and knowledge.

Natan Avraham is prepared to file a motion in Civil Court regarding the Perjuries committed in this case.

The Court has already ignored Natan Avraham's complaints regarding the Perjuries committed by Petitioner and Petitioner's Counsel in this case in Natan Avraham's Declaration on January 12, 2015 and January 28, 2015.

The sale of the **Wooster property in this case has been a clear example** of the manipulation of the Court by Mr. Berman. Mr. Berman worked with the Court to obtain an Ex Parte Order allowing the sale of the property in a way that is not consistent with the 6.4.4 Judgment, allowing the sale of the property in violation of Natan Avraham's right to select the broker.

The Judgment in this case is very clear in regard to choosing a Broker for the property. The Judgment gives the right of choosing a broker to the parties in this case, setting the Court to decide on the broker only if the Parties in this case failed to do so. (6.4.4 in the Judgment Page 7 Natan Avraham was not given this right, with the Court simply deciding to appoint a Broker that clearly had no interest in representing the property in the interest of Natan Avraham and the Community in this case. The Broker has acted in a misleading manner by lying to the Court in order to push the sale of the property as Natan has already presented to the Court. Natan has already informed the Court that this Broker is no longer eligible to oversee the sale of the community property and that the Court has abused its' power against the community by returning control of the sale of the property to the hands of this broker. This is the third broker that the Court has allowed to act against the interests of the community. **Natan will fight for this Broker to not receive any commission from the children in this case. Natan Avraham asserts that the Broker assigned by the Court cannot be trusted to act with the best interests of the community in mind, and that a new Broker must be assigned if this property is to be sold**

with the law or the Judgment in mind. Natan Avraham has no intention to approve the sale of the property under this broker and according to these conditions.

This Broker can no longer deal with the property, and any Buyers this Broker has brought forward are illegitimate in under the Judgment governing this case. The Court-appointed Broker is not entitled to any commission for the sale. If the sale of this Community property is to be done legally and within the rules of the Judgment in this case, the sale process must be started brand new or must also be approved by Natan Avraham and the transaction and purchase agreements must be initiated and controlled by a Broker legally appointed by the parties in this case or legally selected by the Court and according to the Judgment. This has not been done, so the sale cannot legally go forward as outlined.

The abuse of the Court proceedings by Petitioner and Mr. Berman continues to this day, with the Ex parte order filed on February 10, 2015 continuing to present the false fact that Miri paid her half of the Shenandoah mortgage as outlined in the Judgment in this case. This assertion is still contradicted by Miri's own testimony that she both had a Restraining Order against Natan Avraham at the time the mortgage was being paid and that Miri complained to the Court about Natan Avraham so much as being on the property during this period. Miri went so far as to claim to the Court on August 12 that she and Natan Avraham could not communicate at this time. These claims are clearly contradictory and make it obviously clear that Miri's testimony to the Court has been false and continues to be so to this day. Both commissioners involved in this case are aware that Miri did not pay the mortgage, and her attorney Mr. Berman has even admitted this fact in Court. Furthermore, Miri continues to claim that she has been granted innocent spouse by the Franchise Tax Board and Internal Revenue Service.

The Court has sanctioned Natan Avraham \$10,000 and \$15,000.00 at the detriment of the community all while one of the children in this case had more than \$300,000.00 in high-interest student loans. This is an abuse of the Court's power that has harmed the community and the children in this case. The losses the Court has inflicted through these abuses of power and allowing the perjuries in this case since June 18 has placed Natan Avraham in a position where he cannot preserve the property in this case for the welfare of his children.

AND THE ABOUT \$290,000 HIS CHILDREN JONATHAN AND SHELLY STUDENT LOAN ALSO \$40,000 TO BENEFIT TO HIS SON GAL BE BAY FROM NATAN PORTION FROM THE SELL IN THE CLOSING COST OF THE SELL.

**OBJECTION AND DECLARATION
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According to the Law and the Judgment in this case, Natan Avraham believes that Commissioner St. George must excuse himself from this case and Natan Avraham intends to do his best to do all he legally can to protect his children and his property in this case.

Furthermore, the Court has clearly ignored Mr. Avraham's requests made on March 20, 2014 to simply follow the Judgment and the law in this case and instead has continue for 9 montis to relied upon statements pulled from the air by Petitioner's Counsel.

Transcript Excerpt March 20, 2014

Outlines point of Perjury allowed by the Court
Includes alleged payment of \$143,000.00 and claim of Innocent Spouse Status
Natan Avraham believes Petitioner **case she** could not be granted Innocent Spouse status or any release of liability on money not owed to the best of his understanding of Internal Revenue Service provisions

community did not owe the tax burdens of \$143,000.00 at the time that Miri was allegedly granted Innocent Spouse, and so there would not even have been reason for this hearing to occur In Miri's case.

the Transaction History from the Escrow Account Show without a doubt that no further funds were transferred or removed.

It is extremely easy to verify all the amounts paid to the Internal Revenue Service, and and if any request irs must nidify natan for any that for innocent spouse from the Internal Revenue Service the transaction account history,

see attachment IRS transcript of 2004 05 and 07 no issue of additional 143.000 and no issue of innocent spouse discuss

These 2004-2007 Tax Liabilities are **no longer** covered under the statute of limitation

february 9 2011 The Court acknowledged that Miri should reserve money to address the Capital Gains burden on the community.

**OBJECTION AND DECLARATION
SUPPORTING DISQUALIFICATION
OF JUDGE PRO TEM ST. GEORGE**