

Office of the chief trial counsel /intake
The state bar of California
845 S. Figueroa St.
Los Angeles, CA 90017

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

Complaint Regarding:

Perjury Committed by Attorney Brett Berman,

To Whom it May Concern;

On September 23rd, 2010, Petitioner and Petitioner's Counsel took action to structure a misleading Judgment and claimed that there was an existing Settlement that would allow the sale of the eight (8) unit Barrington property (sold for the low price of \$700,000!), Exhibit, against the conditions of the Settlement Agreement and based on misleading testimony and perjury, Exhibit, all the while refused to acknowledge this future amount in the escrow account and committing an act of perjury while doing so. Mr. Berman was given adequate time to verify all amounts and provide for the appropriate management of this case August 12, 2013 the Court giving Mr. Berman time to present evidence of tax status to the Court, Exhibit. As stated in evidence, Mr. Berman client was responsible not only for being able to access the financial records of the property but also required to as mr berman client had control over the sale of the property. This is a violation of Court order, taking action against the Respondent as acknowledged in the record. Mr. Berman's client signed and approved every payment and she has the ability and the responsibility to view every transaction, Exhibit, however Mr. Berman continues to claim that the Internal Revenue Service have taken funds from this account all while trying to gain access to those funds, See Transcript March 20, 2014 Exhibit. Mr. Berman has misled

the Court on these facts and testified inaccurately, going so far as to claim that his client was granted Innocent Spouse by the Internal Revenue Service. Also he claimed that an additional \$143,000.00 was taken by and went to the I.R.S.

As a result of testimony and misleading statements the Court granted funds to which the Franchise Tax Board, the children, and also the Respondent was entitled to Mr. Berman instead, Exhibit, forcing Respondent to take actions to try to fix these issues. These funds were meant to be provided to the Franchise Tax Board and to provide for the student loans held by Petitioner and Respondent's son, but they did not. These actions have prevented Respondent from being able to meet credit card debts and other liabilities on the community as these funds were meant. Respondent will be forced by the actions of Mr. Berman to take on high interest loans to preserve the property Respondent himself secured for Respondent and his children in one piece, all while having to fund tax defense, fees, and penalties created by the community tax burden with the Internal Revenue Service and Franchise Tax Board and forced upon the Respondent by the perjuries and misleading testimony of Mr. Berman (claiming that taxes were paid with money meant for that purpose) that until now has left Respondent as the only one harmed by these tax burdens. Mr. Berman's client has been receiving Respondent's rightful property while claiming no responsibility for the community property to the Internal Revenue Service or the Franchise Tax Board.

These decisions have clearly been made without the community in mind—especially in light of the fact that the Mr. Berman and his client have been allowed to block the Respondent's rights for three (3) years followed by perjury. The actions of Mr. Berman to mislead the Court are clearly not in the best interest of the children or the community, and these actions are not only at the expense of the Respondent but of the children in this case. Mr. Berman have been able to guide the Court against Natan with misleading testimony and perjury, repeatedly acting on the incorrect basis of the Judgment and using the government against Natan. The Court has a duty to allow the Respondent sufficient time to protect himself and the community from these actions. Mr. Berman have operated with the knowledge that the Natan has only a functional knowledge of the English language when bending the Court's decisions against Respondent. This is further misleading because Mr. Berman simply needed to follow the clear language of the original Agreement in order to be sure all needs of all parties were met.

Respondent has filed a complaint with the California Attorney General as well as a series of complaints to the Court and Public Supervision.

Summary of Financial Burdens

Funds Lost Due To Perjury-\$336,122.00

(Natan paying 10% as well as penalties and fees for the entire period)

\$79,500 Additional funds received by Petitioner from the community property after the sale of the Barrington Property

\$40,900 The judgment 16.6.3 Credit Card Reimbursements Responcient is entitled to reimbursements from the community for his credit cards continual delay on this has caused huge damage to Respondent's Credit

\$25,000 per the Judgment 6.6.5.1 Student Loans The community money meant

to support these loans from the sale of the Barrington Property has been blocked

by and has been removed entirely by mr berman clint

\$14,422 (balance by 02.18.15) per the Judgment 6.6.2 2005 tax obligation to franchise tax board has been blocked by mr berman , even though the Judgment clearly outlined that the proceeds of the Barrington sale were intended to provide for these expenses. These funds have been removed

\$64,500 2006 community tax Exhibit

-For more than 4 years the penalties and fees have been leveled at the Respondent alone even as Petitioner has claimed that these amounts have been paid, while Petitioner has further falsely claimed that Petitioner has been granted innocent spouse, all while Respondent has maintained interest and penalties on these loans for three (3) years.

(Natan Avraham is working to file a motion in Civil Court in regard to the perjury committed by

Petitioner's Counsel Mr. Berman and, if necessary, Miri (Petitioner) as well).

(Natan Avraham wishes to complain regarding misleading statements and perjury that have been made by Petitioner and Petitioner's Counsel in and out of Court during the proceedings Respondent has complained to the Court Sheriff for relief, a Lieutenant of the Court, to complain and file a violation regarding these

commissions of perjury (statements) and to claim the damage these statements have caused damage to the Civil Courts)

Signed,

Natan Avraham

Following are the Complaints to:

**1) The Bar Association
and**

2) The Commission on Judicial Performance

regarding Perjury committed in Court by Mr. Berman.

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

CD#1

On this Compact Disc can be found evidence, including Transcripts and Courtroom Documents,
outlining the abuses of power against Natan Avraham and the Community in his divorce
proceeding by Commissioner Cowan

Disqualification of Commissioner Cowan on Abuse of Power

August 17, 2010 Settlement Agreement Between Parties

All problems could have been solved by following the Settlement Agreement

From September 23, 2010 onward Mr. Berman was allowed to present misleading statements to the Court that were then accepted as evidence

After allowing Mr. Berman to misrepresent the sale of the Barrington property to the Court, on September 29, 2010 (Pages 33 and 35) Natan Avraham specifically warned the Court that Mr. Berman's actions were not proceeding according to the Settlement Agreement. These warnings and objections by Mr. Avraham were ignored by the Court.

From September 23, 2010, Petitioner and Petitioner's Counsel took action to structure a misleading Judgment and claimed that there was an existing Settlement that would allow the sale of the (8) unit Barrington Property against the conditions of the Settlement Agreement and based on misleading testimony and perjury. The actions by the Court and Mr. Berman caused more than \$600,000.00 in damage to the community through the Barrington property.

Mr. Berman was allowed by the Court under Commissioner Cowan to sneak many pieces of evidence onto the record. Not only does the Court not have the power under California Civil Code Pro 664.6 to allow Mr. Berman to enter these statements onto the record, the Court under Commissioner Cowan ordered

Natan's counsel to sign the judgment without Natan present. This is an abuse of the discretion of the Court, and no consensus was ever reached regarding the Judgment.

These actions have continued to drag all parties back to Court for many years. On May 23, 2011 the Motion to Set Aside the Judgment was denied on a misleading basis by Commissioner Cowan.

Natan's Appellate Attorney filed an Appeal to explain some of the Court actions that had been taken against Natan. The Appellate Court case was shut down immediately on the basis the Natan's Counselor signed the original Judgment (not forgetting that Natan's Counselor was *ordered* to sign the Judgment)

Commission on Judicial Performance
455 Golden Gate Avenue, Suite 14400
San Francisco, CA 94102

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Signed,

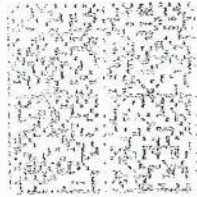
Natan Avraham

TRANSMISSION VERIFICATION REPORT

TIME : 03/23/2015 10:48
NAME : INKGUY WESTERN
FAX : 12139853655
TEL : 12133650100
SER.# : A9J120670

DATE, TIME	03/23 10:47
FAX NO./NAME	14155571266
DURATION	00:00:57
PAGE(S)	03
RESULT	OK
MODE	STANDARD ECM

OFFICE OF CHIEF TRIAL COUNSEL/INTAKE
The State Bar of California
845 S. Figueroa Street
Los Angeles, CA 90017-2515



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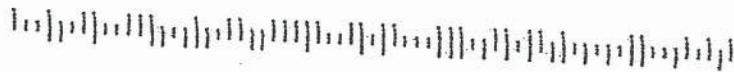
Natan Avraham
1778 S. Shenandoah St
Los Angeles, CA 90035

Street

City

State

Zip



We have received your complaint against a California attorney and have assigned it the number shown below. We will contact you when our evaluation of your matter is complete.

Thank you for your patience.

OFFICE OF CHIEF TRIAL COUNSEL/INTAKE

Inquiry # —

15-14816

Office of the Chief Trial Counsel/Intake
The State Bar of California
845 S. Figueroa St.
Los Angeles, CA 90017

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

Re: Inquiry # 15-14816

Compact Disc Contents

The attached Compact Discs include large amount of relevant information on the actions of Mr. Berman, Commissioner St. George, and the Court that deprived me of my Civil Rights over the period of my Court case. The first CD includes a file composed of many pieces of evidence regarding the abuses committed by Commissioner Cowan, and the second CD includes many relevant Transcripts as well as a Summary of the facts of this case. The contents of the second CD can also be found online at www.justiceforavraham.weebly.com.

Office of the chief trial counsel /intake

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Mr. Berman not only did not make sure Miri did not commit Perjury in Court, instead going so far as to instruct and facilitate Miri lying to the Court during proceedings. Mr. Berman did not perform his duty to the Court as a trial attorney, and allowed misleading testimony to be brought onto the record as fact. In doing so Mr. Berman and Miri committed Perjury before the Court, violating the principles outlined in the following document.

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

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GPSolo Magazine - March 2005

Trial Practice

Client Perjury: When Do You Know The Defendant Is Lying?

By J. Vincent Aprile II

It is imperative that defense counsel understand when and how a lawyer has sufficient knowledge of the client's perjury to take action to prevent or remedy the defendant's efforts to inject false evidence into the proceedings. Often, criminal defense lawyers are surprised to learn that the specific facts in their individual cases do not permit counsel to conclude the client's purported testimony will be perjurious. In that situation, there is no duty to take actions to prevent fraud on the tribunal, despite counsel's suspicions about the client's untruthfulness.

Where the veracity or falsity of the defendant's testimony is conjectural, the ethical dilemma does not arise. A client's unambiguous, unretracted statement that he or she intends to lie under oath undoubtedly satisfies the threshold requirement, absent extraordinary circumstances. Even in such a cut-and-dried situation, the lawyer's intimate knowledge of the client's idiosyncrasies and foibles could produce a scenario in which the lawyer realizes or should realize that the defendant's purported testimony

is not false, rather the claim that he or she intends to testify falsely is the lie. Similarly, a client who has been found competent to stand trial may, in counsel's judgment, be so mentally ill that in the client's delusional system the truth is a "lie" and a lie is the "truth." For such a defendant, counsel should discount the client's labeling of the intended testimony as a lie. Thus, even an attempt to generate a bright line rule when the client "admits" he or she is going to lie on the stand fails as an immutable standard.

For this reason, it may be more appropriate to focus on what information is never sufficient to meet the threshold requirement necessary to conclude the client has committed or will commit perjury at trial.

When the client's story changes. Some defense lawyers view a client's change in the account of what happened, particularly when made in the course of confidential attorney-client communications, as a valid basis for concluding that the client intends to commit perjury. That type of analysis overlooks the reality of rapport building in the lawyer-client relationship. Perhaps the client assumed because he or she shot the victim it was "murder," even though the shooting was self-defense and not a criminal offense. Thus, the accused's change in versions of what happened may be the result of initial ignorance, lack of sophistication, or any number of innocent mistakes. Inconsistent statements by the defendant alone are insufficient to establish that the defendant's testimony would have been false.

When a defense attorney has become familiar with the totality of the evidence in a case, counsel may begin to suspect that the client's account of his or her involvement in the charged offenses is untrue in light of all the conflicting evidence. Although that type of suspicion may be of great assistance as counsel explains to the client the problems presented by the client taking the stand to tell that story, those same suspicions are insufficient to justify the lawyer concluding that the client intends to commit perjury. It is crucial in this type of situation that the lawyer knows for certain that actual perjury is involved. Mere suspicion is not enough.

Inconsistencies in the evidence or in the defendant's version of events are also not enough to trigger counsel's duty to act to prevent client perjury, even though the inconsistencies, considered in light of the prosecution's proof, raise concerns in counsel's mind that the defendant is equivocating and is not an honest person. Even the presence of compelling physical and forensic evidence implicating the defendant would not be sufficient to trigger the lawyer's duty to act to prevent client perjury.

Once defense counsel begins to review the incriminating evidence to determine whether the client's proposed testimony is true, counsel abandons the role of an advocate to become the judge and jury on the sole issue of whether the client is lying.

Unclear standards. Courts and commentators have frequently attempted to formulate generic standards to tell lawyers when the problem of client perjury has been exposed. Most of these standards suffer from the lawyer's ability to manipulate the key words of the standard to allow counsel, depending on subjective factors such as personal perspective and philosophy, either to view the client as a liar or an honest witness.

Good faith. "The firm basis in fact" standard mandates that a lawyer act in good faith based on objective circumstances firmly rooted in fact. This standard provides little or no assistance to counsel who is concerned that a client's testimony may amount to perjury. Counsel who erroneously takes pride in never allowing a client to plead guilty once the client admits in confidence the commission of the charged offense, believes he or she is acting "in good faith." The "good faith" shibboleth is particularly conducive to misuse in this context because it is equally compatible with ensuring the defendant's right to testify and protecting the integrity of the judicial proceedings.

Objective circumstances rooted in fact. Equally unsatisfactory is the guidance provided by the requirement that the lawyer's action be "based on objective circumstances firmly rooted in fact." The language of this standard would appear to allow counsel to rely on the state's forensic evidence to reject the defendant's proposed testimony as perjury.

Counsel could construe such often unreliable but admissible evidence as

“objective circumstances firmly rooted in fact.” Unfortunately, the language of the standard itself does not provide guidance as to which “objective circumstances firmly rooted in fact” are exempted or usable. When a standard directs a lawyer to “act in good faith based on objective circumstances firmly rooted in fact” to determine whether the client is going to commit perjury, that rubric requires counsel to be proactive and constantly evaluate any and all objective circumstances that could undermine the truthfulness of the client’s intended testimony. Defense lawyers should not be required to serve as the first-line, proactive censors of the client’s purported false testimony. Instead, defense counsel should function only as a reactive censor.

Wisconsin decision provides guidance. Recently, the Wisconsin Supreme Court addressed under what circumstances defense attorneys have knowledge of prospective client perjury sufficient to trigger a counsel’s duty to act to prevent client perjury. It adopted the standard that, “absent the most extra-ordinary circumstances, criminal defense counsel, as a matter of law, cannot know that a client is going to testify falsely absent the client’s admission of the intent to do so.” (*State v. McDowell*, 681 N.W.2d 500, 510 (Wis. 2004.)) This standard is designed to exclude a multitude of factual situations in which a defense attorney might conclude the facts known to counsel required affirmative action to preclude the client from testifying falsely.

Equally important, this standard is reactive, not proactive, in nature. The lawyer is not required to monitor constantly all the “objective circumstances firmly rooted in fact” that could undermine the credibility of the client’s proposed testimony. Instead, absent the most extraordinary circumstances, the lawyer has no knowledge of the client’s planned perjury unless the client specifically informs counsel of such an intent. By requiring the client’s admission to counsel of an intent to lie on the stand as the trigger for the defense lawyer’s need to confront the client perjury issue, this standard preserves the attorney-client relationship, the role of defense counsel as zealous advocate, and the integrity of the judicial proceedings.

J. Vincent Aprile II is a lawyer with Lynch, Cox, Gilman & Mahan P.S.C. in Louisville, Kentucky. He can be reached at vaprile@lcgandm.com.

For More Information About the Criminal Justice Section

- **This article** is an abridged and edited version of one that originally appeared on page 14 of *Criminal Justice*, Fall 2004 (19:3).
- **For more information** or to obtain a copy of the periodical in which the full article appears, please call the ABA Service Center at 800/285-2221.
 - **Website:** www.abanet.org/crimjust/.
- **Periodicals:** *Criminal Justice*, quarterly magazine; *Criminal Justice Newsletter*, three times per year; *White Collar Crime Newsletter*, three times per year (electronic).
- **Books and Other Recent Publications:** *ABA Standards for Criminal Justice*; *Annual Survey of Supreme Court Decisions*; *Asset Forfeiture: Practice and Procedure in State and Federal Courts*; *Child Witness in Criminal Cases*; *The Criminal Lawyer's Guide to Immigration Law: Questions and Answers*; *Fourth Amendment Handbook*, 2d ed.; *Juvenile Justice Standards, Annotated*; *The Shadow of Justice* (fiction); *A Portable Guide to Federal Conspiracy Law: Tactics and Strategies for Criminal and Civil Cases*; *Practice Under the Federal Sentencing Guidelines*; *Restitution for Crime Victims: A National Strategy*; *Successive Criminal Prosecutions: The Dual Sovereignty Exception to Double Jeopardy in State and Federal Courts*.

On September 23rd, 2010 Petitioner and Petitioner's Counsel took action to structure a misleading Judgment and claimed that there was an existing Settlement that would allow the sale of the eight (8) unit Barrington property (sold for the low price of only \$700,000.00!) against the conditions of the Settlement Agreement and based on misleading testimony and perjury. This was all done while refusing to acknowledge the amount in the escrow account and committing an act of perjury while doing so. The Petitioner and Petitioner's Counsel ignored the possibility of Capital Gains liability. On February 9, 2011, the Court warned Mr. Berman that he should reserve funds for the care of Capital Gains. This direction from the Court was ignored, and the money was instead emptied from the account. I believe these actions on the part of the Petitioner and Petitioner's Counsel have caused a more than \$40,000.00 increase in Capital Gains, penalties, and interest.

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

1 WAS THE QUESTION?

2 THE COURT: HOW MUCH DID THEY PAY FOR BARRINGTON?

3 MR. GREEN: PURCHASE PRICE ORIGINALLY.

4 PETITIONER, MRS. AVRAHAN: ORIGINALLY.

5 MR. BERMAN: IT WAS GIVEN TO YOU, WASN'T IT?

6 PETITIONER, MRS. AVRAHAN: IT WAS PART GIVEN, PART
7 PURCHASED. I THINK IT WAS ABOUT TWO HUNDRED.

8 MR. BERMAN: TWO HUNDRED THOUSAND? I DON'T KNOW IF
9 THAT'S ACCURATE.

10 THE COURT: WHAT WAS THE SALES PRICE?

11 MR. GREEN: THE PRINCIPAL WAS TWO FORTY-FOUR AND
12 THE SALES PRICE WAS SEVEN HUNDRED, SO -- I MEAN, IF IT
13 WAS GIVEN TO THEM, THE BASIS JUST TRAVELS OVER SO THAT
14 WOULD BE EVEN WORSE IN THE CAPITAL GAINS, SO NOWHERE HERE
15 AM I SEEING CAPITAL GAINS, SO WE DEFINITELY SHOULDN'T
16 START DISBURSING UNTIL WE IRON OUT THESE ISSUES.

17 MR. BERMAN: YOUR HONOR, WHY WAS THIS NOT ADDRESSED
18 IN THE JUDGMENT?

19 BUT IT WASN'T, AND MR. AVRAHAM HAD A CHANCE
20 TO SUBMIT OBJECTIONS TO THIS JUDGMENT WHICH I DID ON
21 OCTOBER 5TH. NOWHERE IS THIS ADDRESSED IN THOSE
22 OBJECTIONS.

23 THE COURT: YOUR CLIENT ALSO HAS SOME POTENTIAL
24 PROBLEMS HERE. IF WE DON'T HOLD BACK THE MONEY, SHE
25 COULD BE RESPONSIBLE FOR PAYMENT OF THESE TAXES AS WELL.

26 IT SEEMS LIKE IT'S IN BOTH SIDE'S
27 INTERESTS -- UNTIL THE PARTIES FIGURE OUT WHAT THE
28 CAPITAL GAINS AND DEPRECIATION RECAPTURE IS, TO KEEP SOME

1 MONEY ON HOLD TO PAY OFF THAT LIABILITY.

2 MR. BERMAN: BUT WE DON'T KNOW WHAT THAT IS. THERE
3 IS NO FOUNDATION FOR WHAT IS BEING SAID HERE. THERE IS A
4 DOCUMENT APPARENTLY OUT THERE THAT IS NOT HERE, SO --

5 MR. GREEN: IF I MAY, YOUR HONOR, WE'RE TRYING TO
6 BE POLITE TRYING TO BE POLITE -- TRYING TO BE POLITE, AND
7 I HAVE THE GREATEST RESPECT FOR MY COLLEAGUE HERE.

8 IT IS NOT UNUSUAL FOR FAMILY LAW
9 PRACTITIONERS TO OVERLOOK THESE TYPES OF ISSUES IN CASES
10 THAT INVOLVE COMMERCIAL REAL ESTATE AND WHATNOT. SO, IT
11 IS NOW COMING OUT.

12 WE CAN'T EXPECT MR. AVRAHAM, A PLUMBER, TO BE
13 ABLE TO CRYSTALIZE THESE ISSUES AND BRING THEM TO THE
14 COURT'S ATTENTION, OKAY.

15 FORTUNATELY NOW THESE ISSUES ARE BEING
16 SPOTTED AND WE CAN NOW -- WHAT WE NEED TO DO IS WE NEED
17 TO HAVE SOME ANALYSIS, AND SHE SEEMS HAVE A THEME OF
18 PEOPLE REPRESENTING THEMSELVES TO BE TAX PRACTITIONERS.

19 LET THEM DO THE CALCULATION, AND LET US MEET
20 AND CONFER AT SOME DATE IN THE NEAR FUTURE AND DETERMINE
21 WHETHER OR NOT THE CAPITAL GAINS AND THE DEPRECIATION
22 RECAPTURE HAVE BEEN PROPERLY ACCOUNTED FOR AND DEPOSITED
23 WITH THE PROPER AUTHORITIES FOR THIS PROPERTY, AND THEN
24 WE CAN TALK ABOUT PAYING SANCTIONS AND ATTORNEY'S FEES
25 AND CREDIT CARD DEBTS.

26 SO, WE SHOULD PUT THIS ON HOLD WITH A
27 FOLLOW-UP DATE TO -- FOR BOTH OF THEM TO FURTHER EXPLORE
28 THE ISSUE OF THE PAYMENT OF THE RECAPTURE AND THE CAPITAL

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES
WEST DISTRICT SANTA MONICA

DEPARTMENT NO. E HON. DAVID J. COWAN, JUDGE PRO TEMPORE

MIRI AVRAHAM,

PETITIONER,

VS.

NATAN RAHAMIN AVRAHAM,

RESPONDENT.

NO. SD027039

ORIGINAL

REPORTER'S TRANSCRIPT OF PROCEEDINGS

WEDNESDAY, FEBRUARY 9, 2011

APPEARANCES OF COUNSEL:

FOR THE
PETITIONER:

BRETT A. BERMAN, ESQ.
FEINBERG, MINDEL, BRANDT &
KLEIN, LLP
12424 WILSHIRE BOULEVARD
NINTH FLOOR
LOS ANGELES, CALIFORNIA 90025

AND

CLAIRE FOX HOFBAUER, ESQ
WAYNE R. JOHNSON & ASSOCIATES
9841 AIRPORT BOULEVARD, SUITE 650
LOS ANGELES, CALIFORNIA 90045

FOR THE
RESPONDENT:

CHARLES M. GREEN, ESQ.
3699 WILSHIRE BOULEVARD, SUITE 700
LOS ANGELES, CALIFORNIA 90010

HELENE STORM, C.S.R. NO. 2222
OFFICIAL REPORTER



Internal Revenue Service
United States Department of the Treasury

This Product Contains Sensitive Taxpayer Data

Account Transcript

Request Date: 04-22-2015
Response Date: 04-22-2015
Tracking Number: 100249278315

FORM NUMBER: 1040
TAX PERIOD: Dec. 31, 2010

TAXPAYER IDENTIFICATION NUMBER: 551-87-5392

RAHAMIM AVRAHM
PO BOX 35895
LOS ANGELES, CA 90035-0895-957

--- ANY MINUS SIGN SHOWN BELOW SIGNIFIES A CREDIT AMOUNT ---

ACCOUNT BALANCE:	83,573.47	
ACCRUED INTEREST:	11,903.31	AS OF: May 04, 2015
ACCRUED PENALTY:	17,255.69	AS OF: May 04, 2015

ACCOUNT BALANCE PLUS ACCRUALS
(this is not a payoff amount): 112,732.47

** INFORMATION FROM THE RETURN OR AS ADJUSTED **

EXEMPTIONS:	01
FILING STATUS:	Single
ADJUSTED GROSS INCOME:	580,058.00
TAXABLE INCOME:	536,022.00
TAX PER RETURN:	95,618.00
SE TAXABLE INCOME TAXPAYER:	34,549.00
SE TAXABLE INCOME SPOUSE:	0.00
TOTAL SELF EMPLOYMENT TAX:	5,286.00

RETURN DUE DATE OR RETURN RECEIVED DATE (WHICHEVER IS LATER) Apr. 27, 2011
PROCESSING DATE May 30, 2011

TRANSACTIONS

CODE	EXPLANATION OF TRANSACTION	CYCLE DATE	AMOUNT
		20112008 05-30-2011	\$95,618.00
150	Tax return filed		
n/a	80221-118-04749-1		
460	Extension of time to file ext. Date 10-15-2011	04-13-2011	\$0.00
176	Penalty for not pre-paying tax	20112008 05-30-2011	\$2,050.61
276	Penalty for late payment of tax	20112008 05-30-2011	\$956.18
196	Interest charged for late payment	20112008 05-30-2011	\$472.68
971	Notice issued CP 0014	05-30-2011	\$0.00
971	Tax period blocked from automated levy program	07-18-2011	\$0.00
971	Collection due process Notice of Intent to Levy -- issued	07-06-2011	\$0.00
971	Collection due process Notice of Intent to Levy -- return receipt signed	07-12-2011	\$0.00
582	Lien placed on assets due to balance owed	08-26-2011	\$0.00
360	Fees and other expenses for collection	09-19-2011	\$36.00
971	Issued notice of lien filing and right to Collection Due Process hearing	08-30-2011	\$0.00
670	Payment Miscellaneous Payment	03-15-2012	-\$5,000.00
971	Amended tax return or claim forwarded for processing	03-08-2012	\$0.00
977	Amended return filed	03-08-2012	\$0.00
n/a	89277-491-58760-2		
971	Amended tax return or claim forwarded for processing	03-08-2012	\$0.00
977	Amended return filed	03-08-2012	\$0.00
n/a	89277-491-58761-2		
971	Amended tax return or claim forwarded for processing	03-08-2012	\$0.00
977	Amended return filed	03-08-2012	\$0.00
n/a	89277-491-58762-2		
971	Installment agreement established	05-15-2012	\$0.00
971	Amended tax return or claim forwarded for processing	03-08-2012	\$0.00
977	Amended return filed	03-08-2012	\$0.00
n/a	89277-451-56342-3		
670	Payment	05-20-2013	-\$528.00
670	Payment	06-17-2013	-\$528.00
670	Payment	07-15-2013	-\$528.00

670	Payment		08-19-2013	-\$528.00
670	Payment		09-17-2013	-\$528.00
670	Payment		10-18-2013	-\$528.00
670	Payment		11-15-2013	-\$528.00
670	Payment		12-19-2013	-\$528.00
670	Payment		01-18-2014	-\$528.00
670	Payment		02-18-2014	-\$528.00
670	Payment		03-17-2014	-\$528.00
290	Additional tax assessed	20141305	04-14-2014	\$0.00
n/a	89254-481-11893-4			
670	Payment		04-18-2014	-\$528.00
971	Amended tax return or claim forwarded for processing		02-18-2014	\$0.00
977	Amended return filed		02-18-2014	\$0.00
n/a	33277-507-01739-4			
670	Payment		05-16-2014	-\$528.00
290	Additional tax assessed	20142805	07-28-2014	\$0.00
n/a	33254-589-05096-4			
670	Payment		07-24-2014	-\$2,112.00
971	Amended tax return or claim forwarded for processing		07-01-2014	\$0.00
977	Amended return filed		07-01-2014	\$0.00
n/a	33277-625-02139-4			
670	Payment		09-18-2014	-\$528.00
670	Payment		11-17-2014	-\$528.00
290	Additional tax assessed	20144905	12-22-2014	\$0.00

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, instead choosing to do as it has done for nine (9) months and base legally binding decisions upon facts and testimony Mr. Berman has literally pulled from the air.

1 TO JANUARY 9TH. IT IS NOT HELPFUL TO THE COURT TO HAVE
2 SOMETHING DROPPED IN MY LAP ON MARCH 20TH, WHICH IS OVER
3 THREE MONTHS LATER WHEN YOU'VE KNOWN SINCE
4 JANUARY 9TH THIS MATTER WAS GOING TO BE HEARD TODAY.
5 AND I REVIEWED IT VERY QUICKLY, IT DOES NOT APPEAR TO
6 OFFER ME ANYTHING NEW OTHER THAN TO REHASH PREVIOUS
7 ARGUMENTS.

8 SO I WILL ACCEPT THE ONE PLEADING WHICH WAS
9 FILED TODAY ON MARCH 20TH WITH COUNSEL'S LETTERHEAD UP
10 IN THE CORNER, BUT IT REALLY IS JUST EXHIBITS AND
11 ARGUMENTS THAT HAVE PREVIOUSLY BEEN BEFORE THE COURT.

12 BUT THE OTHER PLEADINGS, THE STACK OF
13 PLEADINGS WHICH ARE FILED WHICH APPEAR TO BE SIMPLY
14 COPIES OF PREVIOUS PLEADINGS AND PREVIOUS EXHIBITS, I AM
15 NOT GOING TO ACCEPT.

16 OKAY. DO YOU WISH TO BE HEARD ---
17 MR. AVRAHAM, IT IS YOUR REQUEST THAT I DISBURSE THE
18 ESCROW MONEYS TO YOU. DO YOU WISH TO BE HEARD ANY
19 FURTHER ON THAT?

20 MR. AVRAHAM: YOUR HONOR; YOU HAVE --- IT SAYS YOU
21 HAVE 25,000 ACCORDING TO THE JUDGMENT. YOU HAVE IT.
22 MUST GO 25,000 TO MY SON, THEIR CLIENT'S SON, TOO, AND
23 12,000 TO F.T.B. THE JUDGMENT ALLOW THIS PAYMENT. I
24 WOULD LIKE TO HAVE THIS PAID IMMEDIATELY. AND YOU HAVE
25 THE \$40,000 FOR MY CREDIT CARD IS ACCORDING TO THE
26 JUDGMENT I'M ENTITLED TO, TOO. AND SHE HAVE NO
27 EXPERIENCE. SHE SAY I HAVE THE MONEY. ALL THIS MONEY,
28 MORE THAN THREE YEARS, AND I SUPPOSE TO RECEIVE THIS

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

DEPARTMENT WE-F HON. MATTHEW ST. GEORGE, COMMISSIONER

MIRI AVRAHAM,
PETITIONER,
VS.
NATAN RAHAMIM AVRAHAM,
RESPONDENT.

NO. SD027039

REPORTER'S TRANSCRIPT OF PROCEEDINGS
MARCH 20, 2014

APPEARANCES:
FOR PETITIONER: BRETT A. BERMAN, ESQ.
FOR RESPONDENT: IN PRO PER

COPY

LISA MCLAY, CSR NO. 10765
OFFICIAL REPORTER

1 CHARLES M. GREEN, ESQ. SB # 200913
2 3699 WILSHIRE BOULEVARD, SUITE 700
3 LOS ANGELES, CALIFORNIA 90010
4 Telephone (213) 387-4508 / Facsimile (213) 387-4514

CONFORMED COPY
ORIGINAL FILED
Superior Court of California
County of Los Angeles

MAR 20 2014

Sherril R. Carter, Executive Officer/Clerk
By Ellen Goldstein, Deputy

5 Attorney for Respondent,
6 NATAN AVRAHAM

7 SUPERIOR COURT OF THE STATE OF CALIFORNIA
8 FOR THE COUNTY OF LOS ANGELES, WEST DISTRICT

9 MIRI AVRAHAM

Petitioner,

10 vs.

11 NATAN RAHAMIM AVRAHAM

12 Respondent.

) Case No.: SD 0271039

) REPLY DECLARATION

) DATE: 03/21/2014
) TIME: 8:30 AM
) DEPT: E

13 I, NATAN AVRAHAM, declare:

14 1. I am the Respondent in this action and in this proceeding. I offer this declaration in
15 lieu of personal testimony pursuant to Code of Civil Procedure §§2009 and 2015.5; California
16 Rules of Court Rule 5.118; Reifler v. Superior Court, 39 Cal. App. 3d 479,484-85 (1974); In re
17 Marriage of Stevenot, 154 Cal. App. 3d 1051, 1059 n.3 (1984). I have personal knowledge of the
18 facts stated in this declaration, and if sworn as a witness, I could and would competently testify
19 thereto.
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FACTS REGARDING REIMBURSEMENT FOR CREDIT CARD PAYMENT

1
2 3. I am informed and believe I am still entitled to receive \$40,954 from the Wilshire
3 Escrow account allocated towards my credit card debt. At date of separation, there was
4 approximately \$68,463.99 in community credit card debt under my name. Under the terms of the
5 Stipulation & Order Re Modification of Specific Terms of Judgment attached hereto as *Exhibit*
6 *A*, I agreed to reallocate \$27,506 for my credit card debt towards the purchase of a new vehicle
7 for my daughter, Shelley. However, I did not waive my right to be reimbursed for the remaining
8 credit card debt. The Stipulation is clear that the "the total credit card debt in Respondent's name
9 to be paid from the community net sale proceeds of the Barrington Property is reduced by
10 \$27,506". I believe the court is aware that the funds remaining in escrow are my property.
11 Indeed, on several occasions, the court referred to that money as mine. (*Exhibit B 06/18/2013*
12 *Hearing Transcript incorporated herein by reference as though full set forth*).

13
14 4. I have no idea what Petitioner is referring to when she states that I should have used the
15 "funds previously awarded" for payment of the 2009 credit card debt. I have been waiting for
16 more than three years to obtain these funds since they were awarded to me three years ago in the
17 Judgment. Attached hereto as *Exhibit C* is a copy of an RFO filed 08/12/2013 seeking
18 disbursement of funds held in escrow to satisfy reimbursement claims. The only reason why I
19 received \$27,506 in 2011 is because that was the only money available. In any event, Petitioner
20 received \$22,870 and \$27,506 was distributed to me. It is imperative that the money also be
21 released now because I need it to prevent the Shenandoah residence from being sold at auction.
22 Attached hereto as *Exhibit D* is a true and correct copy of the Notice of Trustee's Sale set for
23 04/02/2014.
24
25

1 FACTS REGARDING REIMBURSEMENT FOR EXCESS MORTGAGE PAYMENTS

2 5. It is a fact that Petitioner failed to pay her share of the mortgage and property taxes on the
3 former family residence located at 1778 S. Shenandoah St., Los Angeles, CA 90035, Petitioner
4 allowed the encumbrances on the Shenandoah Property to go into default due to her failure to
5 pay one half of the mortgage and home equity line of credit for more than two years. Indeed,
6 the court noted at the hearing on 08/12/2013 hearing that Petitioner "didn't maintain the
7 mortgage" resulting in the property being order sold. (*Exhibit E*) Previously, the court made a
8 finding on 06/18/2013 that Petitioner was living in the residence not paying the mortgage.
9 Specifically, the judge found that she had not paid "for 30 months". (*Exhibit F*)

10 FACTS REGARDING REIMBURSEMENT FROM ESCROW ACCOUNT

11 6. There was no money paid to any tax authority without Petitioner's approval and written
12 consent. Attached hereto as *Exhibit G* is the *Seller's Estimated Closing Statement* from Wilshire
13 Escrow signed by both parties on 12/07-08/2010. Petitioner also signed an *Amendment/*
14 *Supplement to Escrow Instructions* attached hereto as *Exhibit H* authorizing Wilshire Escrow to
15 pay \$35,546 to the CA Franchise Tax Board on 12/28/2010.

16 7. There remains \$79,491.84 held in escrow as of 12/09/2013 (*Exhibit I*) Our son, Jonathan's
17 school loan owed to Direct Loan in the approximate amount of \$15,000 and UCSB in the
18 amount of \$10,000 must be paid from the Barrington Property net sale proceeds pursuant to the
19 Judgment of Dissolution, Section 6.6.5.1 page 8 (*Exhibit J*). These student loans have yet to be
20 paid. In addition, the parties 2005 tax obligation in the amount of \$6,013 to the FTB must also
21 be paid pursuant to the Judgment of Dissolution, Section 6.6.1, page 7. Section 6.6.2 states that
22 the agreement to make the payments to the FTB and IRS "is not an admission of guilt by either
23 party" and yet Petitioner refuses to honor the Judgment by accusing me of improperly amended
24
25

1 our tax returns. Petitioner's counsel, Brett Berman, wanted to create a capital gains tax liability
2 and then deal with it later. (*Exhibit K*) In her Responsive Declaration, Petitioner has accused me
3 of deliberately damaging the estate through certain amendments I made to our income tax
4 returns. Petitioner knows that nothing could be further from the truth. I believe Petitioner was
5 well aware that we had underreported our income for those tax years, partly because Petitioner
6 had wrongfully transferred community income, both from my plumbing, and the income from
7 our income properties (Barrington and Wooster) to an individual bank account in her name alone
8 in Israel.

9 8. In conclusion, Section s 6.6.1 and 6.6.2 of the Judgment allows payment from the Wilshire
10 Escrow fund of the community tax liabilities for the 2004 and 2005 tax years. I did nothing
11 improper when I advised the IRS of a source from which additional taxes could be paid.
12 Accordingly, Petitioner cannot be awarded any of the funds from the escrow account. The
13 finding that Petitioner was an "Innocent Spouse" does not change the terms of the Judgment. I
14 should bring to the court's attention that Petitioner received nearly \$60,000 from me to buy out
15 her interest in the Shenandoah Property on 10/24/2013 and so she has ample funds available to
16 pay her attorney fees. Therefore, I object to Petitioner's most recent Income and Expense
17 Declaration filed with no evidence as she had grossly underreported her income and assets.
18 Indeed, Petitioner is currently receiving the Wooster net rental property income \$7,000 per
19 month.
20

21 ///.
22 ///
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1 I declare under the penalty of perjury under the laws of the State of California that the foregoing
2 is true and correct. Executed this 18 day of March 2014 at Los Angeles, California.

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5 NATAN AVRAHAM, Respondent

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October 9 2013

The Respondent was careful to respect the Court's wishes by retaining counsel and filing evidence that the Petitioner and Mr. Berman have no point and no legal reason for the lies they have presented to the Court.

On October 9 Commissioner George went against the Respondent without any legal grounds, siding with Petitioner's Counsel in every way.

The facts of this case can be understood most easily by looking to the minutes from the October 9 2013 The requests made for money regarding state levies and tax returns was misleading in every way and was an attempt to block the Respondent from receiving reimbursement for money already spent. The original Court agreement allowed for the unconditional reimbursement of monies spent. On June 18 Commissioner Cowan even acknowledged that the money in escrow belonged to the Respondent, and certainly did not request any accounting at that time.(6/18 13/ transcript page 6 line 20-21 page 7 line 25-26) It is a fact that the Court refused to properly use the money in escrow to pay the 2005 tax debt,

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

And this make no sense in terms of Court economy—the Court’s only remaining excuse for its’ actions. Furthermore, the Court was misled by stating that the judgment in this case did not Allow for the reimbursement of monies (October 9, 2013 Transcript Page 5 Line 28). It is very clear that the judgment does allow for this (6.8.1.1 and 7.3). It is a fact that Mr. Berman lies and Refused for courts order and misleads the Court and created more than 500,000 damaged to Petitioner and the children it is a fact that the Court regularly relied upon Mr. Berman for Guidance in this case even after Berman repeatedly misled the Court and continually ignored the Respondent’s attempts to follow the Court’s own orders. The discussion of money being taken out of escrow improperly was a delaying tactic presented by Mr. Berman that the Court fell for, lying to the Court and presenting faulty evidence of both inappropriate tax withdrawals and the Petitioner’s “Innocent Spouse” status. As late as the October 9 court date the Court acknowledged that the Respondent needed to be reimbursed while refusing to release his money, instead siding with Mr. Berman and refusing to release funds from escrow as outlined in the original Agreement (October 9, 2013 Transcript Page 11 Line 3). The Court was further misleading on the same date when told that the Respondent should have been paying the mortgage out of inaccessible funds for five years (October 9, 2014 Transcript Page 11 Line 13). These delays

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

and accusations in fact made the Respondent scared to even enter the courtroom for fear of losing more property and rights (September 6, 2012 Transcript). 10/9/13 commissioner George misled and stated that respondent has to accept the value of the Shenandoah property and he denied the respondent's motion he blocked respondent's attorney fees and sanction according the judgment 6.2.4 he did allow the petitioner and Mr. berman to request attorneys fees, the court ordered only the respondent to pay the mortgaged as it becomes due, in violation of earlier court orders 6.2.1,

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

The preceding evidence has been assembled in an effort to give the reader an overview of the facts of this case, but due to the tremendous amount of information necessary only key details and documents could be included. For the full set of evidence, transcripts, and documents, please refer to the attached Compact Discs and to the website

www.justiceforavraham.com.

On March 20, the judge further misled in regards to reimbursement and instead awarded all of the money in Question to the Petitioner in this case. There is no foundation for these actions and denials, and these decisions on the part of the Court are misleading at best and unjust at worst. The actions on the part of Commissioner St. George, when looked at in totality, have been misleading all along in an effort to block Respondent's access to his money and property. The Court repeatedly ignored evidence presented by Mr. Avraham, making extraneous requests for the Information, documentation, and accounting that in the end only served to delay the process of justice. The Court was further misleading in that it represented the facts of Respondent's motion as requesting that the Court directs the parties as to what to do with their escrow money when in fact the Respondent's motion was to release the money to Respondent as agreed upon in the original Judgment. The Respondent filed the requested accounting on January 9 2014 and it was verified that there were no issues with any taxes in regards to the escrow accounts, no money taken by any tax authorities. There was no levy in question on the Wilshire Escrow and that no additional 143,000. No money went to the IRS and no money had been removed for tax purposes as had been alleged by the court and Miri's attorney. Even after these unnecessary steps had been taken, however, Commissioner St. George still refused to release the Respondent's money even after repeatedly agreeing to accept the Respondent's motion and release the money from escrow. Instead, after all of the process had been completed, the Court incorrectly attributed the status of Innocent Spouse and awarded the money in question to Miri Avraham. The issue of Innocent Spouse is actually unrelated to the events of this case,

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

1778 SHENANDOAN PROPERTY

Nathan's Counsel responded by objecting to this "evidence," stating "First of all, your honor, I object to the introduction of evidence, it's not in his papers. The real estate broker--..." to which the judge responded by cutting him off with a short "Overruled" (June 18th, 2013 Transcript Page 10 Line 25-28). Nathan's Counsel responded clearly with a shocked "What?" (June 18th, 2013 Transcript Page 11 Line 1) to this allowance of obvious hearsay evidence. The Court simply repeated, "That Point is Overruled" (June 18th, 2013 Transcript Page 11 Line 2) Nathan's Counsel further backed up his tremendous surprise at this strange allowance of "evidence" by reminding the Court that "the real estate broker listed it at 850 and this is also the broker who was unable to sell it for the past 24 months" (June 18th, 2013 Transcript Page 11 Lines 3-5)

The Court, however, refused to follow through with the duties described in the Judgment and in the Courts' own earlier orders and instead suggested to Natan "If you can arrange to buy the petitioner out in an equitable way...then you're welcome to do so." (August 12, 2013 Transcript Page 10 Lines 16-19) Placing this power in Miri's hands is just one more inappropriate step by the Court allowing the further delay and hardship in this case, essentially allowing Miri to delay the sale and resolution of the property for as long as she wished. The Court further backs this inaccuracy almost the point of fact by again incorrectly stating that "the order I saw and the earlier judgment said that Shenandoah was her property" (August 12, 2013 Transcript Page 11 Lines 11-12). This error in analysis assured the issues of the day would remain unresolved, especially ironic because went on shortly thereafter to remind the Court that he had repeatedly saved the house from foreclosure. At this point Nathan was no longer even attempting to use the funds from the Escrow money to buy the house out from Miri,(Transcript august 12 page 14 line 19 and page 10 line 7 and page 11 line 5) willing to settle the Escrow argument at another point The Court continued to give power away to Miri for seemingly no reason, responding to Natan asking about how to deal with Miri's lack of acceptance for any offer he brought to the table with "Then you man have to make her a different offer" (August 12, 2013 Transcript Page 14 Lines 21-22). At this point there is no argument that Commissioner St. George has violated Natan's Civil rights, depriving him of property with no due process of law. Natan has at this point been forced to come to Court, forced to expend thousands of dollars in attorneys fees and other expenses just to pursue the execution of the divorce Judgment in the manner is was originally written. Natan was sanctioned \$15,000 by the Court to be paid to Mr. Berman, had to pay for the above legal expenses, and had to keep the House he was not being allowed to live in out of foreclosure to the tune of \$110,000. At this point in the proceeding it goes even Respondent has used tremendous resources at this point to maintain the house for the property of the Community, and the Court's actions have only served to endanger that property and to put power in the hands of those who would have allowed the property to fall into disrepair and foreclosure.

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

1778 SHENANDOAH PROPERTY

Respondent actually did what could be considered a favor in these proceedings by taking the property as it went into active foreclosure, instead of waiting to receive the property before 2/12/2014 from the court in order to avoid the property from the threatened bank foreclosure at 10am on 2/12/2014 It should also be noted that in doing so the Respondent did the Petitioner a favor, helping the Petitioner avoid a 170,000 financial burden that would have come with foreclosure on the property. The Respondent's main goal was to protect the family property from active foreclosure in order to preserve the property for the children. Respondent affirms that if it were not for his children he would have avoided the health, financial, and personal troubles caused by this extended battle. This brings the case back to the September hearing, at which time the Respondent stated "I cannot continue. My kid very important for me. I work entire life for my kid. My kid is my entire life. This is very important for the government, for the Court to stop this immediately. That's what's happening in my house. This is very important for everybody. he kid have no--I have to go convince this is not good. This is not the only way his client can hurt me, to have my kid because she knows I'm against that..." (Transcript 9/9/13 page 8 line 4 to 14 page 11 line 6to9) Furthermore, it is important to remember that the wellbeing of the children was not important to the Court or to the Petitioner's attorney. On September 9th Respondent offered again to provide 50,000 for the children, which was again rejected. (Transcript 9/9/13 Page 9 Line 6-9).

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

Court continued to ignore the judgment made earlier in the case

1778 SHENANDOAN PROPERTY

Respondent has tried to gain Control of the property for the benefit of the property and for the benefit of his children living on the property. Respondent has extensive examples of his children acknowledging the benefit of his presence, and Respondent paid Petitioner for control of the property simply to gain control as quickly as possible to protect the property and the children as Petitioner allowed the children to consume drugs and alcohol on the premises all while living in the house for free. The disregard for the financial well-being and stability of the properties involved continues to the apartments owned by the parties, as Petitioner responded to Respondent's efforts to buy the home by placing their child in one of the rental units the parties owned nearby. This not only deprived the parties of rental income but would have been rendered entirely unnecessary had Petitioner simply complied with Court Order and the Settlement and Judgment and allowed Respondent to purchase the property for the Fair Market Value. This decision can be seen as even further ill-advised, as earlier Court Orders indicated that the property was to be sold within ten months at which time the child's living situation would have to be re-assessed once again.

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

The Court is trying to; enforce the settlement along these lines

Mr. Avraham clearly points out that the situation being presented by the court and Miri's Counsel is incorrect, stating "She only get \$60,000 from me and then lose \$100,000" (January 9th, 2014 Transcript Page 7 Lines 26-27) in reference to the Capital Gains liability that would be created by the Court's current suggestion and the misinformation being presented. It is clear throughout these proceedings that the Court has deviated far enough from the original settlement that a further settlement would require almost complete changes to the agreement in this case, and that the Court's statements at this point are largely meant to pressure Mr. Avraham into accepting these new terms regardless of the truth or justice behind them

There is a long history in this case of the Court working against the Respondent directly and indirectly. Foremost, in regard to the valuation and sale of the Shenandoah property on August 12, 2013 the Court *approved* Respondents request to lower the cost of the property while at the same time blocking Respondent from buying the property. This action and decision ignores the Court Order in this regard, creating a new way of deciding the issue on the Shenandoah property an essentially depriving the Respondent of his rightful property while leaving the property in the hands of Ms. Avraham and her attorney.

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Furthermore Petitioner's dealings with the Court were
Shown to be even further from the truth, with her attorney stating that she had been
given "innocent spouse" status, this was simply false as was allowed by the Court.
(September 9, 2013 Transcript Page 2 Lines 22-23) Mr. Berman also stated that the
I.R.S. had already taken \$135,000 (Transcript August 2013 page 4 line 1 and 2) Mr.
Barman stated that the tax authorities did go in and take 150,000 out of the
Barrington escrow account. (Transcript August 12, 2013 page 8 line 22/23) **This
served to mislead and lie as was allowed by the Court,**

as already on 8/12/2013 the Court had promised the Respondent money
(Transcript 6/18/13 page 6 line 20/21 and page 7 line 25/26) peaking to Mr.
Berman (transcript 8/12/13 page 13 line 11 to 15) Mr. Berman stated "regardless of
this 49 or \$89,000 in escrow, but our position is we want to use that and come back
in 60 days to try to establish that" to
Which the court stated "right." Mr. Berman replied "thank you your honor."

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The Court simply allowed Petitioner and her attorneys to make these claims, subsequently blocking reimbursement or disbursement of funds to Respondent in direct violation of the Judgment and the earlier Orders of The Court

Example:

On 10/9/2013 the court cooperate with Mr. Berman to mislead and to block the Respondent's money. (Transcript 10/9/2013 page 11 line 1) Mr. Berman stated "...although, actually. I believe there probably has been more money taken out – Transcript..." 10/9/2013 page 11 line 3 the court; stated that's my point.

It is a fact the court has no point.

The court allowed the modification of the judgment even though the petitioner did not pay the mortgage. The respondent had paid the mortgage thereby saving the property from going into foreclosure, Petitioner further claimed that there was no evidence to support payment of the mortgage on the property, even though this information had already been presented in court (transcript October 9, 2013 page 9 line 17 to 22) and was clearly evident by the continued Residence on the property.

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After all this it should be remembered Mr. Avraham's attorney spent the first part of this day very clearly laying out a number of the discrepancies in this Case, stating "Yes. Your Honor, Respondent would be willing to submit...without prejudice as to his other claims...If we look at the other claims, if we look particularly at the Barrington property, he's put forth proper evidence of repairs. If we look at the Shenandoah Mortgage payments, he's put forth evidence that he's made the mortgage payment for two years and brought the property out of foreclosure twice. So if the Court wants to submit...dividing the escrow funds in accordance with the judgment, Respondent would agree to that, but not if it goes beyond and makes findings with prejudice as to his other bona fide claims. The Court could deny those claims today without prejudice, but he would not submit that those claims be denied with prejudice just for him to receive the escrow funds that he's entitled to in the judgment. And further, Capital Gains tax. The Capital Gains tax on the sale of the Barrington property was deemed community in the judgment. It was sold pursuant to the judgment. The title and the loans were held only in Respondent's and, therefore, the IRS is holding him responsible for the Capital Gains taxes of \$90,000 on the Barrington property and he doesn't have the \$90,000. There's a lien on Wooster for the \$90,000 Capital Gains tax, but to keep the IRS at bay, he paying \$528 a month to keep a payment plan so they don't seize his bank accounts and whatnot. So these claims, particularly Barrington Capital Gains and the mortgage, we could have those hearings at another date or another time or they could be denied without prejudice for today's date, but they should not be coupled with the distribution of the escrow proceeds...so just because he put these claims in today's papers, he shouldn't lose the Substantial claims, particularly the Capital Gains, that would be wholly inappropriate to hold him personally and unilaterally responsible for Capital Gains tax on an asset that was sold as a community property. And also for the mortgage payment, the provided no evidence that she's made the mortgage payments, none whatsoever." (January 9, 2014 Transcript Pages 2-4)

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I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 22 day of ~~October~~^{May} 2014 at Los Angeles, California.



NATAN AVRAHAM, Respondent