

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.

Sincerely,

Natan (Rami) Avraham

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

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

COPY

REPORTER'S TRANSCRIPT OF PROCEEDINGS

WEDNESDAY, SEPTEMBER 29, 2010

APPEARANCES OF COUNSEL:

FOR THE  
PETITIONER:

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

FOR THE  
RESPONDENT:

NATAN RAHAMIN AVRAHAM,  
IN PROPRIA PERSONA

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

9. 29. 2010

~~2/22/2010~~ 574

1 PHONE NUMBER, AND, SO, IF YOU WANT TO INCLUDE THAT IN THE  
2 FORM I'VE GOT IN FRONT OF ME -- I'LL GIVE IT BACK TO  
3 YOU -- INCLUDE THAT INFORMATION AND WE'LL GO AHEAD AND  
4 FILE IT.

5 MR. BERMAN: THE SECOND THING, YOUR HONOR:  
6 I KNOW THAT THE COURT WHEN WE WERE HERE LAST  
7 WEEK WAS SHOWING SOME CONCERN ABOUT SOME OF THE ORDERS  
8 MADE ON SEPTEMBER 7TH.

9 AND AT THIS TIME I WOULD LIKE TO REQUEST THAT  
10 THE COURT AMEND THOSE ORDERS. AND I THINK THE COURT HAS  
11 AUTHORITY TO DO THAT PURSUANT TO CODE OF CIVIL PROCEDURE  
12 SECTION 128 (A) 3 AND (A) 8.

13 I THINK THAT THE BENCH ON THAT DAY MAY  
14 HAVE -- MAY HAVE STEPPED -- THE PRO TEMP MAY HAVE STEPPED  
15 A LITTLE OUT OF BONDS MAKING SOME OF THESE ORDERS,  
16 BECAUSE IT WAS CERTAINLY NO EMERGENCY TO DO SOME OF THE  
17 THINGS SHE DID.

18 AND SHE REALLY TRIED TO SORT OF RE-WORK THIS  
19 ENTIRE CASE, WHICH I THINK IS GOING TO CAUSE SIGNIFICANT  
20 FEES AND PROBLEMS GOING FORWARD FOR BOTH OF THESE  
21 PARTIES.

22 THE COURT: ALL RIGHT, LET ME JUST --

23 SIR, DID YOU WANT TO FINISH FILLING OUT THAT  
24 FORM?

25 THE COURT: DID YOU DO THAT?

26 MR. AVRAHAM: YES.

27 THE COURT: DID YOU PUT IN YOUR ADDRESS AND PHONE  
28 NUMBER?



9. 29. 2010

~~212 212 212 212 212~~

9

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28 NUMBER?

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



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 2nd day of September 2015 at Los Angeles, California. '

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5 NATAN AVRAHAM

6 Respondent

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

CONFORMED  
Superior Court of California  
County of Los Angeles

COPY

SEP 10 2015

1 Natan Avraham, In pro per

2 P.O. Box 35895

3 Los Angeles, CA 90035

Sherrri R. Carter, Executive Officer/Clerk

By E.R. Evyone Braun, Deputy

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

6 Case No.: SD 027 039

7  
8 RESPONDENTS 1 OF 2

complaint letter after hearing

9 MIRI AVRAHAM

Petitioner,

10 vs.


11 NATAN RAHAMIM AVRAHAM

12 Respondent.

13 9.9.15

14 Respectfully submitted,

15 Date:

16  
17 

18 Natan Avraham, In pro per  
19 Respondent

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21  
22  
23 OBJECTION AND DECLARATION  
24 SUPPORTING DISQUALIFICATION  
25 OF JUDGE PRO TEM ST. GEORGE

FILED BY FAX



1 NATAN AVRAHAM  
2 1778 s Shenandoah  
3 Los Angeles, CA 90035  
(310) 488-6379

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

6 Case No.: SD 027 039

7  
8 MIRI AVRAHAM  
9 Petitioner,

\_\_\_\_\_ NATAN AVRAHAM

10 vs.

complaint letter after hearing

11 NATAN RAHAMIM AVRAHAM

12 Respondent.

13  
14 I, NATAN AVRAHAM, declare:

15  
16 1. I am the Respondent in this action and in this proceeding. I offer this declaration in  
17 lieu of personal testimony pursuant to Code of Civil Procedure §§2009 and 2015.5; California  
18 Rules of Court Rule 5.118; *Reitler v. Superior Court*, 39 Cal. App. 3d 479, 484-85 (1974); *In re*  
19 *Marriage of Stevenot*, 154 Cal. App. 3d 1051, 1059 n.3 (1984). I have personal knowledge of the  
20 facts stated in this declaration, and if sworn as a witness, I could and would competently testify  
21 thereto. I submit this declaration to establish the perjury committed by Petitioner and her counsel  
22 throughout these proceedings.

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

*[Handwritten signature]*  
NATAN AVRAHAM

Natan "Rami" Avraham  
P.O. Box 35895  
Los Angeles, CA  
90035

CASE # SD 027 039

To Whom it May Concern;

It has recently come to issue in this case that Mr. Natan Avraham has commissioned and displayed a sign regarding the ongoing proceedings of his divorce from his wife, Miri Avraham. The sign reads, "If Commissioner Matthew St. George will not follow the law and disqualify himself, I'll do my best to enforce the law on him." Mr. Avraham has filed numerous requests for disqualification and complaints to the Court regarding the actions of Commissioner St. George, and this sign communicates these statements in the simplest manner possible. This statement and this sentiment is nothing new to the Court, and for years now Natan Avraham has been attempting to seek justice with the Court through peaceful, lawful, and patient means--which he will continue to do from this point forward if necessary. This is a statement of opinion on the part of Mr. Natan Avraham, and is clearly protected under the First Amendment.

The sign in question has been brought to the Court before, namely on May 27, 2015. At this time the Court official and the Commissioner had ample opportunity to observe this sign and voiced no objection at that time. Mr. Avraham displayed the sign in the same

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spot and in the same manner as on the day in question, and yet the Commissioner had a tremendous reaction on this day.

Mr. Natan Avraham has decided to come forward with the information regarding his case as a result of the long history of misleading testimony and actions by Petitioner's Counsel Mr. Berman. Mr. Berman has repeatedly lied to the Court, and these actions have further extended the damage done to Mr. Avraham. Mr. Berman's intention up to this point has been to act in any manner he chose regardless of Court rules or the law, but Mr. Avraham's decision to engage in peaceful protest has brought attention to the fact that Mr. Berman has used his position of legal authority in an abusive manner to damage this case and the well-being of Mr. Avraham. For years the Court has inappropriately allowed Mr. Berman to testify and to control the proceedings in this case through falsehoods and manipulation, and Mr. Avraham felt he had no further alternatives to seek justice.

Natan Avraham has made his feelings very clear to the Court on multiple occasions, both that he feels his Civil Rights have been violated and that he intends to take any legal action to defend his family and his property. On September 9, 2013, Natan Avraham stated "I don't need help. I need the Court to release my life. I don't need help. Cannot be--the Court cannot destroy me. The Commissioner Cowan cannot destroy me. And I

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do everything for him to be under investigation. The government--he have to put him under investigation. I'm going to do everything I say. Commissioner Cowan must be under investigation. He destroy my life and my kid suffering." (September 9, 2013, Page 11, Lines 12-19-See Attached) Natan Avraham has never made any "threats" to the Commissioner or any representative of the Court, but instead has simply made it very clear that he intends to pursue justice for his violated rights.

Natan Avraham chose to create and display this sign simply to make the issues of his case better known to the public after the continued abuse of his case. The sign does not make any explicit or implicit "threat" of any kind, but instead states that Mr. Avraham intends to pursue and protect his rights according to the law. The sign displays the domain name of a relevant website, [www.justiceforavraham.weebly.com](http://www.justiceforavraham.weebly.com), where Mr. Avraham presents the facts of his case. It is completely clear that Mr. Avraham's goal is to seek justice for himself and the community in this case. Mr. Avraham has no interest in the resulting actions taken by or against any of the actors in this case, Mr. Avraham simply wishes to have justice served and his rights protected in this case.

Mr. Natan Avraham is of the opinion that the reaction of Commissioner St. George is in response to the publicity generated by this sign and the potential damage that the truth of this case may do to Commissioner St. George's professional reputation. The intention of

this sign is in no way to create this effect, but instead simply to draw public attention to the cold, hard facts of this case and in doing so to seek justice for Mr. Natan Avraham, which Commissioner St. George has refused for years. The Court has violated Mr. Natan Avraham's Civil Rights for years before this date, and Mr. Avraham is of the opinion that the reaction of Commissioner St. George is a result of his realization that the facts of this case require Commissioner St. George's disqualification.

Mr. Avraham believes that the overreaction of Commissioner St. George was meant to directly affect the prospects of Mr. Natan Avraham in pursuing justice in this case. The reaction of Commissioner St. George was sufficient to be perceived as a threat by Mr. Avraham's Counsel Mr. Green, and Mr. Green has since requested to be removed from the case immediately. This has left Mr. Avraham without representation, and has made the job of seeking justice even more difficult. Commissioner St. George directly spoke to Mr. Avraham's Counsel Mr. Green, informing him to "talk to his client." This action illustrates direct prejudice on the part of the Court, and is even further reason that Mr. Avraham demands disqualification. Mr. Avraham understands from a legal professional that these actions on behalf of the Court were meant as a "chilling effect" to slow if not completely stop the actions of Natan Avraham in seeking justice.

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To be clear, on the day in question, Natan Avraham *had already removed the sign in question from display*. At the noontime break Natan Avraham removed his vehicle from the Court premises and removed the sign in question from display. Even though the mounting bracket for the sign was firmly affixed to Mr. Avraham's vehicle Natan Avraham concealed the sign in order to conceal all legible portions. The sign was no longer displayed to passerby, and as a result was no longer a part of any peaceful protest. Natan Avraham did this because he had begun to hope that there would be a successful, just outcome to his case when the Court returned from recess. Within a half mile of travel from the Court Natan Avraham had completely concealed this sign, and not only has continued to do so to this day but never returned to the Court that day. This means that, when the Court demanded to Natan Avraham's Counsel Mr. Green that the sign be removed, the sign in question was no longer even displayed! The Court clearly was acting only on superficial authority when demanding that the sign be removed, as no other Court officials were involved in the request to conceal the already concealed sign. Even though Natan Avraham insists that this sign is clearly allowed by his Constitutional Rights to Freedom of Speech and even though the sign clearly constitutes only a peaceful protest, Natan Avraham simply concealed this sign based on the hope that it was no longer needed and that the Court would see justice served in his case.

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The purpose in displaying this sign was an attempt to halt the injustice created by Petitioner and Petitioner's Counsel Mr. Berman during the course of these proceedings and to help Natan Avraham secure his Civil and Constitutional Rights during these proceedings. For example, at the point of the original proposed sale of the Wooster Property Natan Avraham did not stand in the way of the sale of the property. According to Court Order, all that needed to occur was for Petitioner and Petitioner's Counsel Mr. Berman to arrive at the Court and sign on behalf of Natan Avraham. Petitioner and Petitioner's Counsel Mr. Berman have clearly decided that they can seek any concessions they desire from the Court, and the continued delay of the sale of the Wooster Property has allowed huge compounding of legal fees, loan interest, and other penalties against Natan Avraham and the community. It must be clearly noted that Natan Avraham has repeatedly offered to provide \$300,000.00 to the children in this case to provide for their student loan payments from his portion of the sale of the Wooster Property, so the continuing delay of this case obviously damages the community as the fees and interest associated with these loans and the other outstanding liabilities in this case continue to grow.

In the morning session Mr. Avraham's Counsel Mr. Green was supportive of rejoining the case in question (going so far as to ask to be re-appointed by Natan Avraham) and confident that he could convince Commissioner St. George. By the afternoon session,

however, Mr. Green had been so intimidated that he was demanding release from the case. Mr. Green has been Counsel to Mr. Avraham on this case for years, and beginning proceedings with a new attorney will be a tremendous, if not impossible, volume of work for Mr. Avraham. The Court's actions have placed an almost unbearable burden on Mr. Avraham, and the requirement for a renewed retainer and the preparation of a new attorney is just another huge injury done by the Court to Mr. Avraham. Furthermore, with the obvious intention of the Court to damage and delay this case, finding a new attorney to represent Mr. Avraham will be yet more costly and difficult.

Mr. Natan Avraham believes that this over-reaction on the part of Commissioner St. George is a misleading attempt for Commissioner St. George to have himself removed from the case or have the case transferred to another justice from an administrative standpoint without the embarrassment and hassle of actual court disqualification. Mr. Avraham is truly the party that has been threatened by the actions of this case, as it has been well documented over the previous years that Mr. Avraham has suffered tremendous damage as a result of the malicious actions of Commissioner St. George. The actions of the Court have caused and continue to cause tremendous harm to both Mr. Avraham and the children involved in this case, as mentioned in the above website.

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Natan Avraham must further point out that the Court has made the decision to allow Agent Alan Wachman to continue to handle the sale of the Wooster Property. Mr. Wachman has committed perjury in Court (as demonstrated by Mr. Avraham's Counsel Mr. Green on cross examination), is seeking a commission for the sale of the Wooster Property, and is seeking to sell the Wooster property for more than \$150,000.00 less than the easily obtainable price for the property. This action by the Court shows further disregard for the community and the well-being of Natan Avraham.

Real Estate Agent Alan Wachman has committed perjury. Not only have Court Orders been based on this testimony, but even after Natan Avraham has made it more than clear to the Court that these orders have been based upon misleading testimony the Court has continued to act to enforce these Orders. The Court has repeatedly acted in a similar manner against Natan Avraham and the community, and Natan Avraham feels the best avenue remaining to seek justice in this case is to make the facts of the mishandling of this case known so as to seek the assistance of the District Attorney in seeking justice. The Court Orders in question entirely lack legal basis--yet the Court continues to enforce these Orders to the damage of Natan Avraham and the community.

The Court's actions regarding the Wooster property have demonstrated even a further disregard for the Judgment and law governing this case as well as an inexplicable bias

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towards allowing Petitioner's Counsel Mr. Berman to act in whatever manner he sees fit. As an example, from August 2013 to March 2014 the Court refused to follow the letter of the Judgment governing this case in order to release to Natan Avraham \$79,000.00 held by the Petitioner in escrow. Though this money was clearly owed to Natan Avraham, the Court delayed the distribution of these funds in order to make sure that no further moneys were owed to Petitioner. The Court allowed this issue to drag both parties back to Court numerous times, and on March 20, 2014 the Court went so far as to accept perjury and misleading testimony from Petitioner's Counsel Mr. Berman that allowed the award of this money to Petitioner without any legal basis or foundation. The Court further underlined its' disregard for the law and Mr. Avraham's Civil Rights by sanctioning Natan Avraham as a result of these proceedings--even after awarding money rightfully belonging to Natan Avraham to Petitioner!

Now, on the other hand, the Court allowed Petitioner and Petitioner's Counsel to repeatedly drag all parties back to Court on the basis of allowing Petitioner the full power to sell the Wooster property. This sale has been organized without regard for the maximization of the value of the Wooster Property and in a manner that causes direct harm to both Natan Avraham and the community. The Court Order regarding this sale is based upon misleading testimony presented as illustrated by the Court Record of the Cross Examination of Alan Wachman by Natan Avraham's attorney Mr. Green on

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February 11, 2015. Natan Avraham can testify to the best of his knowledge that the testimony of Real Estate Agent Alan Wachman was misleading perjury based not only on the revelations made by Natan Avraham's Attorney Mr. Green during Alan Wachman's Cross Examination but on the fact that Natan Avraham himself was told by a representative from the Wilshire Escrow Company that Real Estate Agent Alan Wachman's testimony regarding the pressing nature of the sale of the Wooster Property was false because the buyer for the property had already walked away when Mr. Wachman was testifying that the sale must occur immediately unless the parties lose the buyer. Real Estate Agent Alan Wachman was allowed to continue to lie to the Court, however, and continued to do so on March 11, 2015. **These misleading Court Orders are based upon Perjury and must be removed from the record immediately before more harm is done to Natan Avraham, the community, and the children in this case. Nobody should profit from Perjury to the Court.**

Natan Avraham believes that the increased attention brought to this case by the sign he has posted has resulted in potential embarrassment for Commissioner St. George, and believes that the presence of Sheriff's Deputies at his most recent hearing was done to ensure peaceful protest on the part of Mr. Natan Avraham. Mr. Avraham was, of course, peaceful and law-abiding at his most recent hearing--yet Mr. Avraham believes that this increased attention further contributed to Commissioner St. George reacting in such a

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manner. Law enforcement officials contacted Mr. Natan Avraham weeks before the Court date and suggested Mr. Avraham pursue other routes of protest including a complaint to the supervision, yet Mr. Avraham informed the official that he has already attempted to pursue these methods. During further conversation Mr. Avraham volunteered to remove the sign if it presented anything illegal, yet was assured by the Sheriff that the sign was legal on display.

Natan Avraham would like to stress that he is willing to work with any and all Court and legal officials who are willing to follow the law and the Judgment governing this case.

Natan Avraham simply wishes to see justice done in this case and the law appropriately observed, and has no motivation to pursue legal action against any person except to protect himself and the community in this case from abuse of the law, mishandling of the case, and misleading testimony presented to the Court.


Signed,

Natan Avraham

**OBJECTION AND DECLARATION  
SUPPORTING DISQUALIFICATION  
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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 9 day of ~~October~~<sup>9</sup> 2019 at Los Angeles, California.

  
\_\_\_\_\_  
NATAN AVRAHAM, Respondent

-3-  
OBJECTION AND DECLARATION SUPPORTING DISQUALIFICATION  
OF JUDGE PRO TEM ST. GEORGE

OBJECTION AND DECLARATION  
SUPPORTING DISQUALIFICATION  
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CONFIRMED  
Superior Court of California  
County of Los Angeles

SEP 10 2015

1 Natan Avraham, In pro per

2 P.O. Box 35895

3 Los Angeles, CA 90035

Sherrri R. Carter, Executive Officer/Clerk

By E. Brown, Deputy

*E. Brown*

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

) Case No.: SD 027 039

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9 MIRI AVRAHAM

Petitioner,

10 vs.

11 NATAN RAHAMIM AVRAHAM

12 Respondent.  
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URGENT

Emergency Objection and Complaint  
Complaint 2 of 2

URGENT

9.10.15

16  
17 Date:

Respectfully submitted,

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22 Natan Avraham, In pro per  
23 Respondent

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

FILED BY FAX

1 1. I am the Respondent in this action and in this proceeding. I offer this declaration in  
2 lieu of personal testimony pursuant to Code of Civil Procedure §§2009 and 2015.5; California  
3 Rules of Court Rule 5.118; *Reifler v. Superior Court*, 39 Cal. App. 3d 479,484-85 (1974); *In re*  
4 *Marriage of Stevenot*, 154 Cal. App. 3d 1051, 1059 n.3 (1984). I have personal knowledge of the  
5 facts stated in this declaration, and if sworn as a witness, I could and would competently testify  
6 thereto. I submit this declaration to establish the perjury committed by Petitioner and her counsel  
7 throughout these proceedings.  
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**OBJECTION AND DECLARATION  
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OF JUDGE PRO TEM ST. GEORGE**



Objection and Complaint regarding Minute Order of September 3, 2015

by

Respondent Natan Avraham

On September 3, 2015 the Court of Commissioner Matthew St. George issued a Minute Order further governing the divorce proceedings of Natan Avraham from his wife Miri Avraham. Natan Avraham asserts that the instructions given in this Minute Order are contradictory, unclear, and favor third parties at the expense of the community and Natan Avraham objects to the Minute Order in its' entirety. The following is Natan Avraham's response to the contents of the Minute Order on a point-by-point basis, outlining the discrepancies and inaccuracies present within. On the basis of the following evidence Natan Avraham requests that the Court Vacate or Amend this Minute Order to fairly and accurately represent the facts of this case and to protect the rights of Natan Avraham and the community.

First, in regard to the Statement of Disqualification filed by Natan Avraham regarding Commissioner Matthew St. George, the Court inappropriately struck this Statement on the basis that "The Court has no bias against the Respondent." This is simply not the case, as clearly outlined in the Statement of Disqualification. The record in this case speaks for itself on this matter, with multiple instances of the Court acting in a manner that would demand disqualification becoming obvious to anyone reading over the Court transcripts. The Court has

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repeatedly acted in a manner that demonstrates the Court's bias against Natan Avraham, and the Statement for Disqualification clearly outlines when this has occurred.

Second, the Court's reactions to the signs posted by Natan Avraham on his vehicle regarding this case are misleading, contradictory, and indicate actions by the Court meant to intimidate Natan Avraham. The Court cannot help but admit that Natan Avraham's actions are covered under Natan Avraham's Constitutional Freedom of Speech, stating "Respondent has launched a public opinion campaign against Commissioner St. George, seeking Commissioner St. George to disqualify himself. Respondent has the right of free speech." (September 3, 2015 Minute Order) However, after stating this fact, the Minute Order goes on to demonstrate the contradictory nature of the Court's actions. The Court states that "The Court is considering having a Sheriff's patrol around his home. If the respondent is seen around Commissioner St. George's home, the respondent will be detained and possibly arrested." (September 3, 2015 Minute Order) This is illogical and inappropriate on a number of fronts.

Natan Avraham has no idea where Commissioner Matthew St. George lives. Natan Avraham has no desire whatsoever to know where Commissioner Matthew St. George lives. The only actions Natan Avraham has taken outside of Natan Avraham's own home and the courtroom regarding this case is the display of Natan Avraham's protest sign on Natan Avraham's personal vehicle.

Natan Avraham is professionally employed as the owner and operator of a private plumbing business serving all of Los Angeles County, and travels daily to various work sites throughout the City of Los Angeles and the surrounding cities in Southern California. For Commissioner Matthew St. George to threaten Natan Avraham with detention and arrest simply

for being in the vicinity of Commissioner Matthew St. George's home within an unspecified future timeframe is a massive abuse of the Court's power as this notion would allow for the detention and arrest of Natan Avraham for nothing more than travelling around Los Angeles and unknowingly coming across Commissioner Matthew St. George's home. The idea that Natan Avraham could be carrying out his plumbing business at a residence in the city and accidentally place himself in a situation to be arrested is an abuse of the Court's power, and this use of the Court's power to intimidate Natan Avraham and limit Natan Avraham's right to move freely about the city is an unconstitutional violation of Natan Avraham's Civil Rights.

Third, after making the threat of detention and arrest of Natan Avraham over the sign, protest, and complaints from Natan Avraham the Court states that "The Court will be fair and impartial." (September 3, 2015 Minute Order) Natan Avraham's complaints are directly related to the clear partiality, bias, and mismanagement of the Court, and for the Court to make this statement only one line after threatening Natan Avraham could not be a clearer sign that the Court is in fact anything but fair and impartial towards Natan Avraham.

The Court's over-reaction to this sign is further made strange by the fact that Natan Avraham has been displaying this sign since May 27, 2015. On this date, and at many dates since, the Court has made no comment regarding the sign, and only at this recent date has the Court reacted to this sign so strongly. See the attached document, Natan Avraham's first response to the Court's issue with the sign, for details about the Court's actions and opinions up to this date regarding the sign as well as the facts of Natan Avraham's peaceful, lawful protest against the Court's violation of his Civil Rights.

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SUPPORTING DISQUALIFICATION  
OF JUDGE PRO TEM ST. GEORGE**



Finally, the Court's orders regarding the Response to Respondent's Request to Vacate or Amend and Respondent's Perjury Complaints are confusing and contradictory in light of the Court's further orders regarding the sale of the Wooster Property. Regarding the Response to Respondent's Request to Vacate or Amend and Respondent's Perjury Complaints, the Court state in the Minute Order "Response to Respondent's Request to Vacate or Amend and Respondent's Perjury Complaints shall be filed and served no later than October 21, 2015." (September 3, 2015 Minute Order) This Request and Complaint and the associated Responses deal directly with the sale of the Wooster Property, and yet in the item directly above this statement in the Minute Order the Court orders that "the sale of the 1442 South Wooster Street, Los Angeles, California 90035, for \$1,575,000.00. Escrow should close no later than September 15, 2015. All liens and commissions, as set forth in the estimated closing statement, are to be paid, subject to reallocation at a future hearing. Wilshire Escrow Company is ordered to hold the net proceeds from the sale in escrow until an evidentiary hearing on November 4, 2015." (September 3, 2015 Minute Order) These Orders make no sense when taken together, as the Court has ordered the final sale of the Wooster Property before the relevant Requests and Complaints have been responded to or heard. There would be no point in having these matters addressed after the property has been sold, as the sale will have already been made legally binding and the argument will mean nothing.

Natan Avraham intends to act upon his Civil Rights to prevent the inappropriate sale of this property as the Order and rulings governing the sale of this property are based upon misleading and incorrect testimony on the part of Petitioner and Petitioner's Counsel. Not only has the Real Estate Agent in charge of this case, Alan Wachman, committed Perjury in testimony

**OBJECTION AND DECLARATION  
SUPPORTING DISQUALIFICATION  
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to the Court regarding the sale of this property but the purported Buyer for the Wooster Property has been misrepresented to the Court repeatedly in a manner that has led the Court to issue decisions and Orders that have damaged both Natan Avraham and the community in this case. See the attached document already filed in Court, Natan Avraham's Explanation Regarding the Sale of the Wooster Property, for the extensive details of these actions on the part of the Court and the damage they have caused to the property. It should be additionally noted that it is a matter of record that both Commissioner Matthew St. George and Commissioner David Cowan before him have acted in a manner that would deprive the children in this case of a stable living situation, first at the Shenandoah Property and now with the sale of the Wooster Property. Natan Avraham must pursue any legal means in order to stop the illegitimate sale of the property before these Orders take effect, including seeking the assistance of the District Attorney and/or the public is seeking justice for his case.

Natan Avraham objects to the entirety of the September 3, 2015 Minute Order on the above points and wishes to stress that the actions of the Court have caused harm to both Natan Avraham and the community in this case. The Orders and rulings of the Court have not only caused the financial and emotional harm noted by Natan Avraham at so many times during these proceedings, but the Court's actions have now reached the point where Natan Avraham's Counsel Mr. Green feels unable to continue with these proceedings. It should be noted that this is the very same Counsel that the Court requested Natan Avraham secure years ago during these proceedings, and the same Counsel that Natan Avraham has maintained at tremendous personal cost. Natan Avraham objects to the prejudicial actions of the Court, especially in the same breath as the Court states that the Court will act fairly and impartially. Commissioner Matthew

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

St. George must act in accordance with the law and the Judgment governing this case and either disqualify himself from these proceedings or amend the Court's decisions and Orders to protect the rights and property of both the community and Natan Avraham in this case.

Signed,

Natan Avraham

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



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

COPY

CONFORMED  
Superior Court of California  
County of Los Angeles

SEP 11 2015

Sherri R. Carter, Executive Officer/Clerk

By [Signature], Deputy

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

6 ) Case No.: SD 027 039  
7 )  
8 )

9 MIRI AVRAHAM

Petitioner,

URGENT

10 vs.

DECLARATION OF NATAN AVRAHAM  
RE MOTION FOR RECONSIDERATION

11 NATAN RAHAMIM AVRAHAM

DAY OF 9, 3 2015  
URGENT

12 Respondent.  
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3-17-15

Date:

Respectfully submitted,

[Signature]

Natan Avraham, In pro per  
Respondent

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

1 1. I am the Respondent in this action and in this proceeding. I offer this declaration in  
2 lieu of personal testimony pursuant to Code of Civil Procedure §§2009 and 2015.5; California  
3 Rules of Court Rule 5.118; *Reifler v. Superior Court*, 39 Cal. App. 3d 479,484-85 (1974); *In re*  
4 *Marriage of Stevenot*, 154 Cal. App. 3d 1051, 1059 n.3 (1984). I have personal knowledge of the  
5 facts stated in this declaration, and if sworn as a witness, I could and would competently testify  
6 thereto. I submit this declaration to establish the perjury committed by Petitioner and her counsel  
7 throughout these proceedings.

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



Objection and Complaint regarding Minute Order of September 3, 2015

by

Respondent Natan Avraham

On September 3, 2015 the Court of Commissioner Matthew St. George issued a Minute Order further governing the divorce proceedings of Natan Avraham from his wife Miri Avraham. Natan Avraham asserts that the instructions given in this Minute Order are contradictory, unclear, and favor third parties at the expense of the community and Natan Avraham objects to the Minute Order in its' entirety. The following is Natan Avraham's response to the contents of the Minute Order on a point-by-point basis, outlining the discrepancies and inaccuracies present within. On the basis of the following evidence Natan Avraham requests that the Court Vacate or Amend this Minute Order to fairly and accurately represent the facts of this case and to protect the rights of Natan Avraham and the community.

First, in regard to the Statement of Disqualification filed by Natan Avraham regarding Commissioner Matthew St. George, the Court inappropriately struck this Statement on the basis that "The Court has no bias against the Respondent." This is simply not the case, as clearly outlined in the Statement of Disqualification. The record in this case speaks for itself on this matter, with multiple instances of the Court acting in a manner that would demand disqualification becoming obvious to anyone reading over the Court transcripts. The Court has

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

repeatedly acted in a manner that demonstrates the Court's bias against Natan Avraham, and the Statement for Disqualification clearly outlines when this has occurred.

Second, the Court's reactions to the signs posted by Natan Avraham on his vehicle regarding this case are misleading, contradictory, and indicate actions by the Court meant to intimidate Natan Avraham. The Court cannot help but admit that Natan Avraham's actions are covered under Natan Avraham's Constitutional Freedom of Speech, stating "Respondent has launched a public opinion campaign against Commissioner St. George, seeking Commissioner St. George to disqualify himself. Respondent has the right of free speech." (September 3, 2015 Minute Order) However, after stating this fact, the Minute Order goes on to demonstrate the contradictory nature of the Court's actions. The Court states that "The Court is considering having a Sheriff's patrol around his home. If the respondent is seen around Commissioner St. George's home, the respondent will be detained and possibly arrested." (September 3, 2015 Minute Order) This is illogical and inappropriate on a number of fronts.

Natan Avraham has no idea where Commissioner Matthew St. George lives. Natan Avraham has no desire whatsoever to know where Commissioner Matthew St. George lives. The only actions Natan Avraham has taken outside of Natan Avraham's own home and the courtroom regarding this case is the display of Natan Avraham's protest sign on Natan Avraham's personal vehicle.

Natan Avraham is professionally employed as the owner and operator of a private plumbing business serving all of Los Angeles County, and travels daily to various work sites throughout the City of Los Angeles and the surrounding cities in Southern California. For Commissioner Matthew St. George to threaten Natan Avraham with detention and arrest simply

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

for being in the vicinity of Commissioner Matthew St. George's home within an unspecified future timeframe is a massive abuse of the Court's power as this notion would allow for the detention and arrest of Natan Avraham for nothing more than travelling around Los Angeles and unknowingly coming across Commissioner Matthew St. George's home. The idea that Natan Avraham could be carrying out his plumbing business at a residence in the city and accidentally place himself in a situation to be arrested is an abuse of the Court's power, and this use of the Court's power to intimidate Natan Avraham and limit Natan Avraham's right to move freely about the city is an unconstitutional violation of Natan Avraham's Civil Rights.

Third, after making the threat of detention and arrest of Natan Avraham over the sign, protest, and complaints from Natan Avraham the Court states that "The Court will be fair and impartial." (September 3, 2015 Minute Order) Natan Avraham's complaints are directly related to the clear partiality, bias, and mismanagement of the Court, and for the Court to make this statement only one line after threatening Natan Avraham could not be a clearer sign that the Court is in fact anything but fair and impartial towards Natan Avraham.

The Court's over-reaction to this sign is further made strange by the fact that Natan Avraham has been displaying this sign since May 27, 2015. On this date, and at many dates since, the Court has made no comment regarding the sign, and only at this recent date has the Court reacted to this sign so strongly. See the attached document, Natan Avraham's first response to the Court's issue with the sign, for details about the Court's actions and opinions up to this date regarding the sign as well as the facts of Natan Avraham's peaceful, lawful protest against the Court's violation of his Civil Rights.

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



Finally, the Court's orders regarding the Response to Respondent's Request to Vacate or Amend and Respondent's Perjury Complaints are confusing and contradictory in light of the Court's further orders regarding the sale of the Wooster Property. Regarding the Response to Respondent's Request to Vacate or Amend and Respondent's Perjury Complaints, the Court state in the Minute Order "Response to Respondent's Request to Vacate or Amend and Respondent's Perjury Complaints shall be filed and served no later than October 21, 2015." (September 3, 2015 Minute Order) This Request and Complaint and the associated Responses deal directly with the sale of the Wooster Property, and yet in the item directly above this statement in the Minute Order the Court orders that "the sale of the 1442 South Wooster Street, Los Angeles, California 90035, for \$1,575,000.00. Escrow should close no later than September 15, 2015. All liens and commissions, as set forth in the estimated closing statement, are to be paid, subject to reallocation at a future hearing. Wilshire Escrow Company is ordered to hold the net proceeds from the sale in escrow until an evidentiary hearing on November 4, 2015." (September 3, 2015 Minute Order) These Orders make no sense when taken together, as the Court has ordered the final sale of the Wooster Property before the relevant Requests and Complaints have been responded to or heard. There would be no point in having these matters addressed after the property has been sold, as the sale will have already been made legally binding and the argument will mean nothing.

Natan Avraham intends to act upon his Civil Rights to prevent the inappropriate sale of this property as the Order and rulings governing the sale of this property are based upon misleading and incorrect testimony on the part of Petitioner and Petitioner's Counsel. Not only has the Real Estate Agent in charge of this case, Alan Wachman, committed Perjury in testimony

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

to the Court regarding the sale of this property but the purported Buyer for the Wooster Property has been misrepresented to the Court repeatedly in a manner that has led the Court to issue decisions and Orders that have damaged both Natan Avraham and the community in this case. See the attached document already filed in Court, Natan Avraham's Explanation Regarding the Sale of the Wooster Property, for the extensive details of these actions on the part of the Court and the damage they have caused to the property. It should be additionally noted that it is a matter of record that both Commissioner Matthew St. George and Commissioner David Cowan before him have acted in a manner that would deprive the children in this case of a stable living situation, first at the Shenandoah Property and now with the sale of the Wooster Property. Natan Avraham must pursue any legal means in order to stop the illegitimate sale of the property before these Orders take effect, including seeking the assistance of the District Attorney and/or the public is seeking justice for his case.

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

St. George must act in accordance with the law and the Judgment governing this case and either disqualify himself from these proceedings or amend the Court's decisions and Orders to protect the rights and property of both the community and Natan Avraham in this case.

Signed,

Natan Avraham

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



Wilshire Escrow Company  
4270 Wilshire Boulevard  
Los Angeles, CA 90010

**re: Sale of 1442 Wooster Property**

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

**To Whom it May Concern;**

I am writing this letter in regard to the proposed sale of the Wooster Property owned by myself and Miri (Avraham). 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

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

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 State of California on the Property, and I am currently liable 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, and I have not been given further information 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) as sole controller of this sale, and thus even though it is not my intention to be directly involved in this sale of the property 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 by Miri (Avraham) 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, Mr. Green, 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

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

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.

Sincerely,

Natan (Rami) Avraham

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.

Sincerely,

Natan (Rami) Avraham

① WHEN PETITIONER AGREED TO SELL THE WOODSTOCK SHOULD HAVE ONLY PAID \$76,000 TAXES TO BE PAID. ~~SEE~~ ATTACHMENT THE COURT CAN'T IMPOSE TO ~~ADDED PAID~~ ~~PAID~~

NATAN NEEDED TO PAY \$300,000 TO HIS CHILDREN THE STUDENT LOAN FROM HIS PORTION

③ MIRIAM NATAN NEEDED TO PAY SOME ~~CAPITAL GAINS~~ FROM THE SALE CAPITAL GAINS

MORE EVIDENCE NATAN GOING TO PRESENT TO THE COURT IN 2009 9.3.15 TRANSCRIPT

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



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 11 day of 9 2015 at Los Angeles,  
3 California. '

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6 NATAN AVRAHAM  
7 Respondent

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

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES**

Date	09-03-15			
Honorable		Judge	E. GOLDSTEIN	Dept: WEF Deputy Clerk
Honorable	MATTHEW ST. GEORGE	Judge Pro Tem	C. ESTRADA	Court Assistant
20	L. McCULLOUGH	Deputy Sheriff	L. McLAY CSR #10765	Reporter

8:45 am

SD027039

Miri Avraham (X)	Counsel For Petitioner:	BRETT A. BERMAN (X)
VS.		
Natan Rahamim Avraham (X)	Counsel For Respondent:	CHARLES M. GREEN (X)

NATURE OF PROCEEDINGS: PETITIONER'S REQUEST FOR ORDER RE: DISTRIBUTION OF FUNDS IN ESCROW; date filed 7-28-15

Respondent substitutes his counsel out and appears in propria persona.

Respondent files Respondent's Request for the Court to Vacate and/or Amend the March 11, 2015 and May 27, 2015 Court Orders, Respondent's Perjury Complaint re: Attorney Brett Berman, Respondent's Perjury Complaint re: Broker Alan Wachman and Respondent's Objection to Judge Pro Tem Matthew St. George presiding on Ground of Disqualification, pursuant to Code of Civil Procedures section 170.3(c).

Matter is called for hearing.

Respondent substitutes his counsel in and does not return to the courtroom.

The Court strikes Respondent's Statement of Disqualification.

Order Striking Statement of Disqualification and Verified Answer is filed this date.

The Court has no bias against respondent.

Respondent has launched a public campaign against Commissioner St. George, seeking Commissioner St. George to disqualify himself. Respondent has the right of free speech.

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

DEPT: WEF
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MINUTES ENTERED 09-03-15 COUNTY CLERK
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# SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Date	09-03-15			
Honorable		Judge	E. GOLDSTEIN	Dept: WEF
Honorable	MATTHEW ST. GEORGE	Judge Pro Tem	C. ESTRADA	Deputy Clerk
20	L. McCULLOUGH	Deputy Sheriff	L. McLAY CSR #10765	Court Assistant
				Reporter

8:45 am	SD027039			
	Miri Avraham (X)	Counsel For Petitioner:	BRETT A. BERMAN (X)	
	VS.			
	Natan Rahamim Avraham (X)	Counsel For Respondent:	CHARLES M. GREEN (X)	

The Court is considering having a Sheriff's patrol around his home. If the respondent is seen around Commissioner St. George's home, the respondent will be detained and possibly arrested.

The Court will be fair and impartial.

An evidentiary hearing is set on Petitioner's Request for Order re: Distribution of Funds in Escrow on November 4, 2015 at 1:30 p.m. in Department WE F.

The Court orders the sale of the 1442 South Wooster Street, Los Angeles, California 90035, for \$1,575,000. Escrow should close no later than September 15, 2015. All liens and commissions, as set forth in the estimated closing statement, are to be paid, subject to reallocation at a future hearing. Wilshire Escrow Company is ordered to hold the net proceeds from the sale in escrow until an evidentiary hearing on November 4, 2015.

Response to Respondent's Request to Vacate or Amend and Respondent's Perjury Complaints shall be filed and served no later than October 21, 2015.

Reply shall be filed and served no later than October 28, 2015.

Counsel are to file and exchange witness lists and exhibit lists no later than October 28, 2015 for the evidentiary hearing on November 4, 2015 which will determine allocation of the net community proceeds from the sale fo the Wooster

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

DEPT: WEF
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MINUTES ENTERED 09-03-15 COUNTY CLERK
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**SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES**

Date 09-03-15

Dept: WEF

Honorable

Judge

E. GOLDSTEIN

Deputy Clerk

Honorable

MATTHEW ST. GEORGE

Judge Pro Tem

C. ESTRADA

Court Assistant

20

L. McCULLOUGH

Deputy Sheriff

L. McLAY CSR #10765

Reporter

8:45 am

SD027039

Miri Avraham (X)

Counsel For  
Petitioner:

BRETT A. BERMAN (X)

VS.

Natan Rahamim Avraham (X)

Counsel For  
Respondent:

CHARLES M. GREEN (X)

Property, including all claims for reimbursement under the terms of the Judgment entered on October 5, 2010.

Counsel for petitioner is to prepare the Order After Hearing.

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

DEPT: WEF

MINUTES ENTERED  
09-03-15  
COUNTY CLERK

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



520 N. Central Avenue, 2nd Floor  
Glendale, California 91203  
Office Phone: (818)240-4912  
Office Fax: (818)551-5311  
Email: teamelsie@nat.com

## Second Amendment

Miller & Desatnik  
3627 Motor Avenue  
Los Angeles, CA 90034

Your Ref:  
Our Order No.: 1314564  
Property Address: 1442 S. Wooster Street  
Los Angeles, CA

Attention: Alan Wachman

**Preliminary Report** Dated as of February 04, 2015 at 7:30 A.M.

In response to the above referenced application for a Policy of Title Insurance,

### First American Title Insurance Company

Hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage and limitations on covered risks of said Policy or Policies are set forth in Exhibit A attached. The Policy to be issued may contain an Arbitration Clause. When the amount of insurance is less than that set forth in the Arbitration Clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the Parties. Limitations on covered risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a deductible amount and a maximum dollar limit of liability for certain coverages are also set forth in Exhibit A. Copies of the Policy forms should be read. They are available from the office which issued this report.

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit A of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

The form of Policy of title insurance contemplated by this report is: ALTA Extended Loan Policy and ALTA Standard Owner Policy

Please note that the America's First Homeowner's Policy (CLTA/ ALTA Homeowner's Policy) can only be issued on transactions involving individuals as purchasers and residential 1-4 properties. Any indication that the America's First Homeowner's Policy (CLTA/ ALTA Homeowner's Policy) will be issued in a transaction that does not meet these criteria is hereby revised to state that the policy contemplated is a Standard Coverage Policy.

Elsie Guerra, Title Officer

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



## SCHEDULE A

1. The estate or interest in the land hereinafter described or referred to covered by this report is:

Fee simple.

2. Title to said estate or interest at the date hereof is vested in:

NATAN R. AVRAHAM AKA NATHAN AVRAHAM AND MIRIAM AVRAHAM, AS THEIR INTERESTS APPEAR OF RECORD

3. The Land referred to in this report is situated in the State of California, County of Los Angeles, and is described as follows:

**See attached Legal Description**

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

**LEGAL DESCRIPTION**

Real property in the City of Los Angeles, County of Los Angeles, State of California, described as follows:

LOT 121 OF TRACT NO. 6721, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 71 PAGE 21 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM ALL OIL, GAS, MINERALS AND OTHER HYDROCARBONS, BELOW A DEPTH OF 500 FEET, WITHOUT THE RIGHT OF SURFACE ENTRY, AS RESERVED IN INSTRUMENTS OF RECORD.

APN: 4303-010-011

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## SCHEDULE B

At the date hereof exceptions to coverage in addition to the printed exceptions and exclusions in the policy form designated on the face page of this report would be as follows:

1. General and special taxes and assessments for the fiscal year 2015-2016, a lien not yet due or payable.
2. General and special taxes and assessments for the fiscal year 2014-2015.

First Installment:	\$3,777.51 PAID
Penalty: If paid after December 10th	\$
Second Installment:	\$3,777.49 OPEN
Penalty: If paid after April 10th	\$387.75
Tax Rate Area:	00067
A.P. No.:	4303-010-011
3. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
4. Water rights, claims or title to water, whether or not shown by the public records.
5. Covenants, conditions, restrictions and easements in the document recorded as Book 4499, Page 25 of Official Records, which provide that a violation thereof shall not defeat or render invalid the lien of any first mortgage or deed of trust made in good faith and for value, but deleting any covenant, condition, or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, sexual orientation, familial status, disability, handicap, national origin, genetic information, gender, gender identity, gender expression, source of income (as defined in California Government Code § 12955(p)) or ancestry, to the extent such covenants, conditions or restrictions violation 42 U.S.C. § 3604(c) or California Government Code § 12955. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

An easement as contained in the above document.

For: Public utilities and incidental purposes.

(Affects the rear 4 feet of said land)

6. A Deed of Trust to secure an original indebtedness of \$100,000.00 recorded October 1, 2010 as Instrument No. 20101399161 of Official Records.

Dated:	September 29, 2010
Trustor:	Natan R. Avarham and Miriam Avraham, as husband and wife
Trustee:	Property Guarantee Company, Inc., California corporation
Beneficiary:	Bryan J. Seaton and Xiao Qiu Zheng, husband and wife, as joint tenants

Note: Trust deeds with individual beneficiaries:

To avoid delays at the time of closing, please submit the original note, deed of trust and a properly executed request for reconveyance to this office at least one week before the close of escrow.

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Beneficiaries must approve the written demand; any document that needs to be notarized including a substitution of trustee and reconveyance or an authorization to reconvey must be notarized by a NATC approved notary unless waived by senior advisory.

7. A lien in favor of the State of California, evidenced by a certificate issued by the Franchise Tax Board, recorded August 22, 2013 as Instrument No. 20131237964 of Official Records.  
Debtor: Rahamim Avrahm aka Natan R. Avrahm  
Certificate No.: 13197336865  
Amount: \$76,140.51, and any other amounts due thereunder.
8. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
9. Any rights, interests, or claims of parties in possession of the land not shown by the public records.
10. Any defects, liens, encumbrances or other matters which name parties with the same or similar names as Natan Avrahm. The name search necessary to ascertain the existence of such matters has not been completed. In order to complete this preliminary report or commitment, we will require a statement of information.

\*\*\*\*\* END OF REPORT \*\*\*\*\*

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1. City Transfer Tax: The following City Charged Transfer Tax is in addition to the Normal Transfer Tax. The tax is based on the full value of the transfer without allowance for liens or encumbrances assumed - the fee shown is the fee per thousand dollars of value or fraction thereof. The rates shown are subject to change by city at any time.

CITY	FEE
Culver City	\$ 4.50
Los Angeles	\$ 4.50
Pomona	\$ 2.20
Redondo Beach	\$ 2.20
Santa Monica	\$ 3.00

2. Notice of change in ownership recording procedure

Effective July 1, 1985 pursuant to state law as amended January 1, 2011 (Section 480.3 of the Revenue and Taxation Code), all Deeds and other Documents that reflect a change in ownership must be accompanied by a Preliminary Change of Ownership Report to be completed by the transferee.

If this special report is not presented at the time of recording, an additional recording fee of \$20.00, as required by law, will be charged.

Preliminary Change In Ownership forms, instructions on how to complete them, and a non-exclusive list of documents that are affected by this change, are available from the County Recorder's Office or the Office of the County Assessor.

3. GOOD FUNDS LAW

Under Section 12413.1 of the California Insurance Code, North American Title Company, Inc. may only make funds available for disbursement in accordance with the following rules:

Same day availability. Disbursement on the date of deposit is allowed only when funds are deposited to North American Title Company, Inc. by Cash or Electronic Transfer (Wire). Cash will be accepted only under special circumstances and upon approval by management.

Next business day availability. If funds are deposited to North American Title Company, Inc. by cashier's checks, certified checks or teller's checks, disbursement may be on the next business day following deposit. A "teller's check" is one drawn by an insured financial institution against another insured financial institution (e.g., a savings and loan funding with a check drawn against a FDIC insured bank).

Second business day availability. If the deposit is made by checks other than those described in paragraphs 1 and 2 above, disbursement may occur on the day when funds must be made available to depositors under Federal Reserve Regulation CC. In most cases, these checks will be available on the second business day following deposit. (For further details, consult California Insurance Code Section 12413, et seq. and Regulation CC).

These are the minimum periods before funds will be made available. North American Title Company, Inc. is not obligated to disburse funds at the expiration of the time periods above, and expressly reserves the right to require additional time before disbursing on deposited funds.

Close of escrow and final disbursement will not be made based on deposits in the form of personal checks, corporate checks, credit union checks, money market checks, travelers checks and official checks until confirmation of final clearance of the funds.

North American Title Company will not be responsible for accruals of interest or other charges resulting from compliance with the disbursement restrictions imposed by state law.

For Your Information, Our Wire Instructions Are:

**Wire To:**

Comerica Bank  
2321 Rosecrans Ave, Ste 5000  
El Segundo, CA 90245

**Credit the Account of:**

North American Title Company, Inc.  
Bank Account No.: 1891610766 ABA No.: 121137522  
Escrow No. 91402-1314564-14

**ACH FUNDS** - Automatic Clearing House

North American Title Company, Inc. will not accept funds in the form of ACH transfers.

Be sure to reference our order number 91402-1314564-14.

Should this office be required to wire funds out at close of escrow, please be informed that wiring instructions should be received as soon as possible, but no later than the following times.

Wires outside the State of California:

11:00 A.M. ON DATE OF WIRE

Wires within the State of California:

12:00 P.M. ON DATE OF WIRE

Effective January 1, 1991

A service charge of \$25.00 will be assessed for all funds disbursed by this Company by wire.

4. North American Title Company, Inc.'s charges for recording the transaction documents include charges for services performed by North American Title Company, Inc., in addition to an estimate of payments to be made to governmental agencies.
5. Note: The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than the certain dollar amount set forth in any applicable arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. If you desire to review the terms of the policy, including any arbitration clause that may be included, contact the office that issued this Commitment or Report to obtain a sample of the policy jacket for the policy that is to be issued in connection with your transaction.
6. The map attached, if any, may or may not be a survey of the land depicted hereon. North American Title Company expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

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**NORTH AMERICAN TITLE COMPANY**  
520 N. Central Avenue, 2nd Floor, Glendale, CA 91203  
(818)240-4912  
Fax: (818)551-5311 Email: teamelsie@nat.com

**Closing Protection Letters can be ordered directly by emailing cacpl@nat.com with your title order number and property address.**

Attention:

Your Ref:

Our Order No.: 91402-1314564-14

**LENDERS SUPPLEMENTAL REPORT**

Dated as of February 04, 2015 AT 7:30 A.M.

Title Officer: Elsie Guerra

The above numbered report (including any supplements or amendments thereto) is hereby modified and/or supplemented in order to reflect the following additional items relating to the issuance of an American Land Title Association loan form policy of Title Insurance:

Our ALTA Loan Policy, when issued, will contain Endorsement Nos. 100 and 116.

There is located on said land a Multi Family Residence  
Known as: 1442 S. Wooster Street  
City of Los Angeles  
County of Los Angeles  
State of California.

According to the public records, there has been no conveyance of the land within a period of twenty-four months prior to the date of this report, except as follows:

None

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**FACTS****WHAT DOES NORTH AMERICAN TITLE GROUP, INC. FAMILY OF COMPANIES DO WITH YOUR PERSONAL INFORMATION?****Why?**

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some, but not all, sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

**What?**

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and income
- transaction history and payment history
- purchase history and account balances

When you are *no longer* our customer, we continue to share your information as described in this notice.

**How?**

All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons North American Title Group, Inc. Family of Companies ("NATG") choose to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does NATG share?	Can you limit this sharing?
<b>For our everyday business purposes—</b> such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
<b>For our marketing purposes—</b> to offer our products and services to you	Yes	No
<b>For joint marketing with other financial companies</b>	No	We don't share
<b>For our affiliates' everyday business purposes—</b> information about your transactions and experiences	Yes	No
<b>For our affiliates' everyday business purposes—</b> information about your creditworthiness	No	We don't share
<b>For our affiliates to market to you</b>	No	We don't share
<b>For nonaffiliates to market to you</b>	No	We don't share

**Questions?**

Call 1 (888) 444-7766, extension 6585

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