

Who we are

Who is providing this notice? The North American Title Group, Inc. Family of Companies (Identified below), such as home owners insurance and home mortgage companies.

What we do

How does NATG protect my personal information? To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.

How does NATG collect my personal information? We collect your personal information, for example, when you

- apply for financing or provide employment information
- provide account information or show your government issued ID
- give us your contact information

We also collect your personal information from others, such as credit bureaus, affiliates or other companies.

Why can't I limit all sharing? Federal law gives you the right to limit only

- sharing for affiliates' everyday business purposes—information about your creditworthiness
- affiliates from using your information to market to you
- sharing for nonaffiliates to market to you

Definitions

Affiliates Companies related by common ownership or control. They can be financial and nonfinancial companies.

- *Our affiliates include the companies listed below.*

Nonaffiliates Companies not related by common ownership or control. They can be financial and nonfinancial companies.

- *Nonaffiliates we share with can include collection agencies, IT service providers, companies that perform marketing services on our or their own behalf, consumer reporting agencies, and others.*
- *NATG does not share with nonaffiliates so they can market to you.*

Joint marketing A formal agreement between nonaffiliated financial companies that together market financial products or services to you.

- *NATG doesn't jointly market.*

Our Affiliates. The North American Title Group, Inc. Family of Companies is:

- | | |
|--|--|
| North American Title Company | North American Abstract Agency |
| North American Title Insurance Company | NASSA, LLC |
| North American Title Alliance, LLC | North American Title, LLC |
| North American Title Florida Alliance, LLC | North American Advantage Insurance Services, LLC |
| North American Services, LLC | North American National Title Solutions, LLC |
| North American Title Agency | North American Exchange Company |

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

**CLTA STANDARD COVERAGE POLICY - 1990
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the Insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the Insured claimant and not disclosed in writing to the Company by the Insured claimant prior to the date the Insured claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the Insured claimant had paid value for the Insured mortgage or for the estate or interest Insured by this policy.
4. Unenforceability of the lien of the Insured mortgage because of the inability or failure of the Insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the Insured mortgage, or claim thereof, which arises out of the transaction evidenced by the Insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the Insured the estate of interest Insured by this policy or the transaction creating the interest of the Insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

**CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (02-03-10)
EXCLUSIONS**

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
 - a. building;
 - b. zoning;
 - c. land use;
 - d. improvements on the Land;
 - e. land division; and
 - f. environmental protection.

- This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes.
This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
 - b. that are known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.a., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
 - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.
 This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

1. For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

| | <u>Your Deductible Amount</u> | <u>Our Maximum Dollar Limit of Liability</u> |
|------------------|---|--|
| Covered Risk 16: | 1% of Policy Amount Shown in Schedule A or \$2,500 (whichever is less) | \$10,000 |
| Covered Risk 18: | 1% of Policy Amount Shown in Schedule A or \$5,000 (whichever is less) | \$10,000 |
| Covered Risk 19: | 1% of Policy Amount Shown in Schedule A or \$5,000 (whichever is less) | \$25,000 |
| Covered Risk 21: | 1% of Policy Amount Shown in Schedule A or \$2,500 (whichever is less) | \$5,000 |

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SUPPORTING DISQUALIFICATION
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ALTA RESIDENTIAL TITLE INSURANCE POLICY (6-1-87)
EXCLUSIONS

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:
 - * land use
 - * improvements on the land
 - * land division
 - * environmental protectionThis exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date. This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.
2. The right to take the land by condemning it, unless:
 - * a notice of exercising the right appears in the public records
 - * on the Policy Date
 - * the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking
3. Title Risks:
 - * that are created, allowed, or agreed to by you
 - * that are known to you, but not to us, on the Policy Date -- unless they appeared in the public records
 - * that result in no loss to you
 - * that first affect your title after the Policy Date -- this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks
4. Failure to pay value for your title.
5. Lack of a right:
 - * to any land outside the area specifically described and referred to in Item 3 of Schedule A
 - OR
 - * in streets, alleys, or waterways that touch your landThis exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

2006 ALTA LOAN POLICY (06-17-06)
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not known to the Company, not recorded in the Public Records at Date of Policy, but known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exclusions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

2006 ALTA OWNER'S POLICY (06-17-06)
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.

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2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not known to the Company, not recorded in the Public Records at Date of Policy, but known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such Agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown in the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and that are not shown by the Public Records.
5. Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights; claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (07-26-10) EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

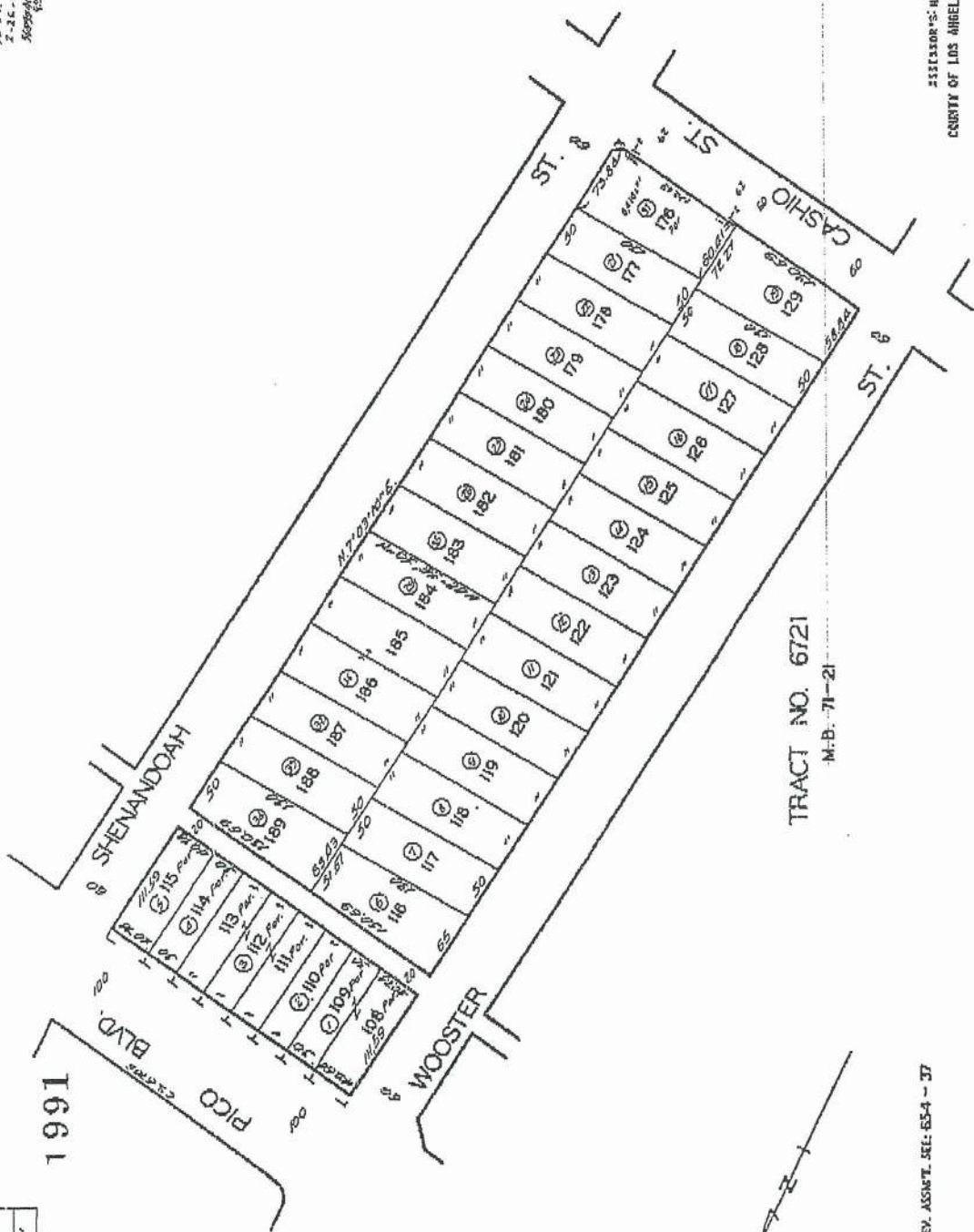
1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not known to the Company, not recorded in the Public Records at Date of Policy, but known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.

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2-26-65
Supplemental Map
Map 21-21-21

| | | | |
|------|------|------|------|
| 1/4" | 1/4" | 1/4" | 1/4" |
| 1/4" | 1/4" | 1/4" | 1/4" |
| 1/4" | 1/4" | 1/4" | 1/4" |

1991



ASSISTANT'S MAP
COUNTY OF LOS ANGELES, CALIF.

TRACT NO. 6721
M.B. 71-21

CODE
67

FOR PREV. ASSESSMT. SEE: 65-4 - 37

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



520 N. Central Avenue, 2nd Floor
 Glendale, California 91203
 Phone: (818)240-4912
 Fax:(818)551-5361

File No.: 91402-1314564-14

Statement of Information / Identity

This statement is to be signed personally by each party to the transaction before title insurance can be issued. When filled in completely it will serve to establish identity, eliminate matters affecting persons of similar name, and speed the completion of your title order. Further explanation of the need for this information is attached to this form.

1st Party:

| | | | |
|------------|---------------------------------|---------------------------------|-----------|
| FIRST NAME | MIDDLE NAME (IF NONE, INDICATE) | MAIDEN NAME (IF NONE, INDICATE) | LAST NAME |
|------------|---------------------------------|---------------------------------|-----------|

I am single married registered domestic partner (DP)

Name of current spouse or registered domestic partner (if other than party 2): _____

Name of former spouse or registered domestic partner: (if none, write "none"): _____

Home phone _____ Business phone _____

2nd Party:

| | | | |
|------------|---------------------------------|---------------------------------|-----------|
| FIRST NAME | MIDDLE NAME (IF NONE, INDICATE) | MAIDEN NAME (IF NONE, INDICATE) | LAST NAME |
|------------|---------------------------------|---------------------------------|-----------|

I am single married registered domestic partner (DP)

Name of current spouse or registered domestic partner (if other than party 1): _____

Name of former spouse or registered domestic partner: (if none, write "none"): _____

Home phone _____ Business phone _____

| | | |
|---------------------------|--|--|
| | To be completed by 1st party listed above | To be completed by 2nd party listed above |
| Social Security Number(s) | _____ | _____ |
| Driver's License Number | _____ | _____ |
| Date of Birth | _____ | _____ |
| Place of Birth | _____ | _____ |

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

Residences - Past 10 Years
(Include dates of occupancy)

| | | |
|----|-------|-------|
| 1) | _____ | _____ |
| 2) | _____ | _____ |
| 3) | _____ | _____ |
| 4) | _____ | _____ |
| 5) | _____ | _____ |

Occupations - Past 10 Years
(Please note if self-employed)
(Include dates & city of employer)

| | | |
|----|-------|-------|
| 1) | _____ | _____ |
| 2) | _____ | _____ |
| 3) | _____ | _____ |
| 4) | _____ | _____ |
| 5) | _____ | _____ |

Full Names and Birth Dates of
All Children

| | | |
|----|-------|-------|
| 1) | _____ | _____ |
| 2) | _____ | _____ |
| 3) | _____ | _____ |

Date of Current Marriage/DP

Place of Current Marriage/DP

Previous Marriage(s) to (Name)

(If not previously married, write none)

Date & Place of Previous Spouse/DP Dissolution

Date & Place of Previous Spouse/DP Death

Before that, Previously Married to (Name)

Date & Place of Previous Spouse/DP Dissolution

Date & Place of Previous Spouse/DP Death

| | | |
|-------|-------|-------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
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I HAVE NEVER BEEN ADJUDGED BANKRUPT, NOR ARE THERE ANY UNSATISFIED JUDGEMENTS OR OTHER MATTERS PENDING AGAINST ME WHICH MIGHT AFFECT MY TITLE TO THIS PROPERTY, EXCEPT AS FOLLOW:

The undersigned declare(s), under penalty of perjury under the laws of the United States and the state of my residence, that the foregoing is true and correct.

Date: _____

Date: _____

Signature

Signature

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

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OF JUDGE PRO TEM ST. GEORGE

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OF JUDGE PRO TEM ST. GEORGE**

COPY

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

SEP 15 2015

Sherril R. Carter, Executive Officer/Clerk
By A. Williams, 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

) Case No.: SD 027 039

)
)
)
) RESPONDENT'S

9 MIRI AVRAHAM

Petitioner,

) supplemental of further support for
) reconsideration 9/3/2015 sale off
) wooster property

10 vs.

11 NATAN RAHAMIM AVRAHAM

12
13 Respondent.

) 9-15-11

) DATE: 11-4-15
) Time: 1:30 pm
) Depts: F

17 Date:

Respectfully submitted,

NATAN

21 ~~_____~~

22 Natan Avraham, In pro per
23 Respondent

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

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**

September 14, 2015

To Whom it May Concern;

I, Natan Avraham, have authorized this third party to file these documents on my behalf. This party has no authority to speak on my behalf, but instead has simply been asked to deliver these documents faithfully to the Court. I have requested this assistance after the Court has repeatedly threatened my well-being and freedom as a result of these proceedings. I believe the enclosed evidence speaks for itself, and am ready and willing to work with the Court and answer any questions or concerns regarding this information.

Signed,

Natan Avraham



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

September 14, 2015

To Whom it May Concern;

Natan Avraham has submitted the following documents to the Court in order to stop the sale of the 1442 Wooster Property and have the Court Vacate or Amend the Orders governing the sale of the property. The included evidence speaks for itself, and after reviewing the facts Natan Avraham is confident that the Court will see it is necessary to immediately halt this sale.

The recent actions of the Court have made Natan Avraham honestly concerned for his well-being should he approach the Court in person, and Natan Avraham has little faith that the Court will act to protect his rights and freedoms in this case. Natan Avraham has taken on considerable expense to deliver these documents to the Court in order to avoid the Court's previous threats of personal detention.

Natan Avraham has delivered these documents to the Court in absence in observation of the Jewish holiday of Rosh Hashanah, but will be present to protest the actions of the Court should the Wooster Property be threatened by the actions of the Court.

The Court can clearly see that there are a multitude of reasons to stop the sale of the Wooster Property, and can further see that the decisions and actions of the Court so far have been based on misleading testimony and perjury.

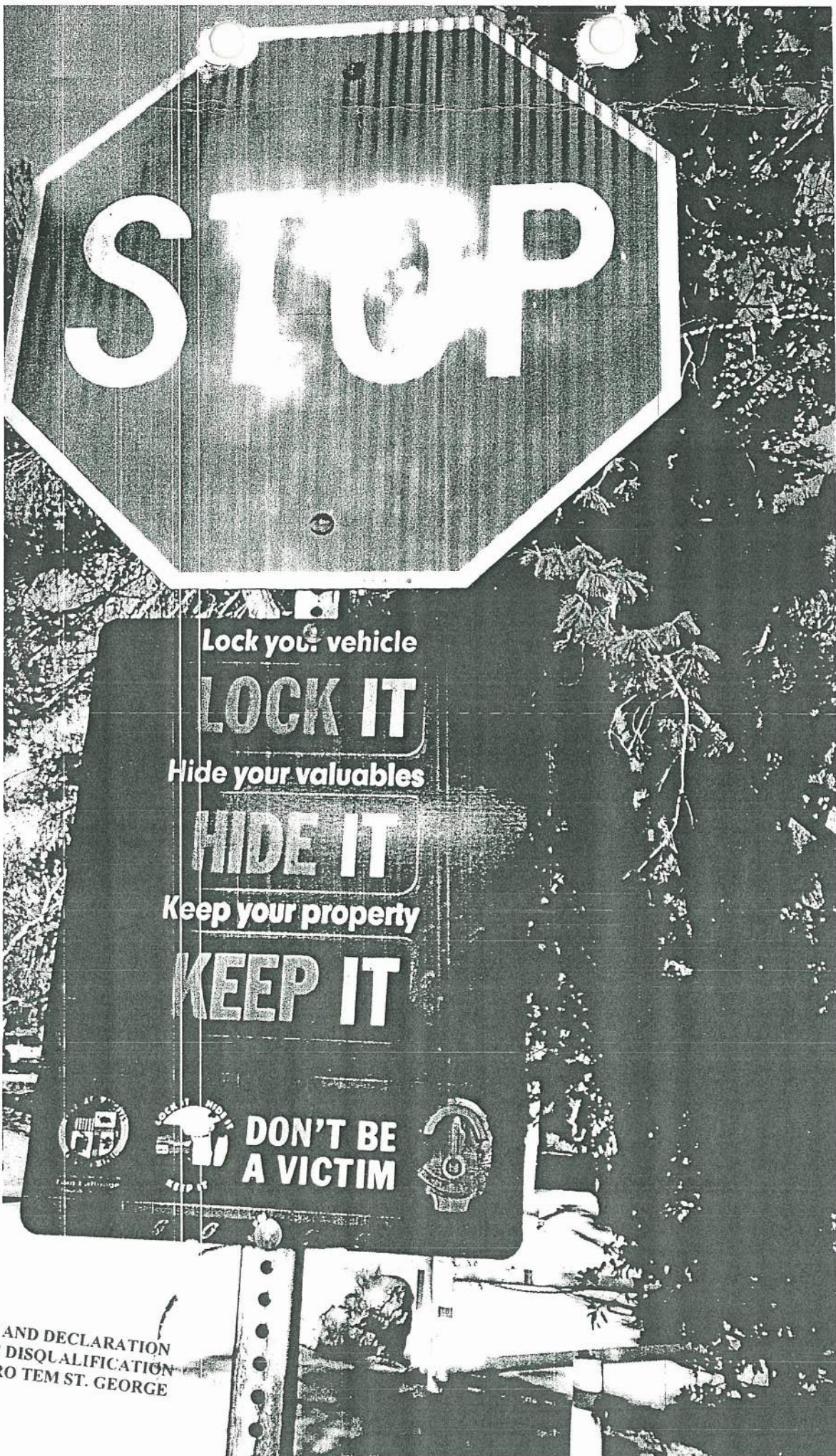
Natan Avraham is confident that after reviewing these documents the Court will see that the only appropriate course of action is to Vacate and Amend the current orders and start again in a manner that protects the rights and property of the parties in this case.

Signed,

Natan Avraham



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SUPPORTING DISQUALIFICATION
OF JUDGE PRO TEM ST. GEORGE



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

Natan Avraham
CASE # SD 027 039
September 2, 2015

Respondent requests that the Court Vacate and/or Amend the 3/11/2015 Court Order and 5/27/2015 and 9/3/2015 Court Order. These Orders have the potential to cause distress and damage to Respondent and Petitioner, and were made on the basis of incorrect, misleading, and detrimental information. The Orders regarding the sale of the Wooster Property have the potential to cause damage to Petitioner, Respondent, and the community assets and should be vacated. and completely the removed from court record also from courts economic point the court need to remove from courts record all the court days in regard the sale wooster

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Ex Parte Motion

requesting

Halt Sale of Wooster Property

and

Vacate or Amend Court Order re: Sale of Wooster Property

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. Commissioner Matthew St. George must either disqualify himself from this case or act immediately upon his immunity to repair the damage done by these misleading statements and inappropriate Orders by immediately stopping the sale of the Wooster Property. Natan Avraham cannot accept any other result from these decisions.

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The law and Judgment governing this case require the immediate halting of the sale of the Wooster Property and that the Court Vacate or Amend the Orders regarding the Sale of the Wooster Property. These Orders for the sale of the property were made on the basis of misleading and manipulative testimony on the part of Real Estate Agent Alan Wachman, and the enforcement of these Orders will cause *massive, irreversible* damage to the parties, the community, and the children in this case. Natan Avraham requests that these Orders be blocked immediately and completely, and that the Court vacate or amend these orders on the basis of the misleading foundation upon which they were made.

Natan Avraham has a good faith belief that the testimony upon which the Court has based the Orders governing the sale of the Wooster Property constitutes perjury from Real Estate Agent Alan Wachman. The record clearly shows that many of the statements that Alan Wachman has given to the Court as foundation for the sale of the Wooster Property directly contradict or misrepresent both earlier statements by Alan Wachman and facts on the record in this case, and it is up to the determination of the Court as to whether these Statements should be simply considered misleading and inaccurate or whether they should be given the full weight of perjury and the appropriate response. Under either circumstance, the

inaccuracy of the testimony given to the court by Alan Wachman and the tremendous influence this testimony had on the Court Orders should render these Orders void and is reason for the Court to stop this sale and vacate or amend these orders immediately.

Natan Avraham has a massive interest in the preservation of the value of the Wooster Property and the appropriate sale of this property. Natan Avraham has made it clear that he intends to use the proceeds of the sale of the Wooster property to care for the children in this case, specifically that approximately \$300,000.00 from Nathan Avraham's portion of the proceeds is intended to provide for the student loans held by the children in this case. See the attached documents outlining the outstanding student loans held by the children in this case for further evidence of the necessity that these loans be provided for.

The Real Estate Agent given control of the sale of the Wooster Property, Alan Wachman, has *repeatedly* misled the Court and presented facts and testimony meant to control the sale of the Wooster Property. Real Estate Agent Alan Wachman opened the escrow on the Wooster Property inappropriately and without the permission of both of the parties in this case, and has continued to push for the

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sale of the property even when this pressure has caused great harm to the community. Alan Wachman has further misrepresented the status and intentions of the proposed Buyer for the Wooster Property. Respondent has already filed Objections and Complaints to these proceedings in Court on September 10, 2015, and has attached this document.

Real Estate Agent Alan Wachman has further misled the community and attempted to control this case in order to isolate the parties involved in this case, and Natan Avraham believes this has been done with the intention of manipulating the parties in this case more effectively. This sale as structured is not good for the community or for either of the parties involved, and yet Real Estate Agent Alan Wachman has pushed hard to have the deal signed by Miri Avraham after the Court decided to give Miri Avraham the power to approve the sale with her signature alone. Alan Wachman suggested that the Court award control of the sale of the property to Miri Avraham alone, stating “the Avrahams are facing the possibility that the sale of the Wooster Property could very well fall through unless Natan Avraham signs the purchase agreement or this Court grants Miri Avraham’s request for orders.” (Alan Wachman Declaration January 14 2015-Page 5 Lines

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25-28--Attached) Alan Wachman has continually exerted inappropriate pressure on the parties in this case to complete the sale of the Wooster property.

Regarding the testimony the Court received from Real Estate Agent Alan Wachman regarding the potential Buyer on the Wooster Property and upon which these Orders were based, Natan Avraham has a good faith belief and evidence from a conversation with Eric from the Wilshire Escrow Company that on or before March 10, 2015 the prospective Buyer *walked away* from the purchase of this property. Natan Avraham can testify to having personally received this information, and this can be used to directly contradict the testimony by Alan Wachman stressing the urgency of the sale of the Wooster Property. Furthermore, this is evidence that the Court was misled to believe that the purchase of the Wooster Property was ongoing when in fact the negotiations had expired. The fact that this Buyer resurfaced so easily after walking away from the sale clearly indicates that Real Estate Agent Alan Wachman is attempting to move the sale forward by any means necessary, and in doing so is acting against the good of the community and the parties in this case.

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Furthermore, it must be noted that Real Estate Agent Alan Wachman has repeatedly suggested the sale of the Wooster Property in a manner that does not maximize the benefit to the community or the parties in this case. Alan Wachman testified to the Court that the sale of the Wooster Property should be completed at the price offered by the current Buyer, a price lower than others already presented for the property. On or before March 11, 2015, Alan Wachman presented the Court and Miri Avraham with a proposal through the escrow company for the sale of the property with a quotation of \$76,000.00 in taxes for the sale of the Wooster Property. This tax has since risen to \$276,000.00 in the closing cost statement, more than three times the amount that Miri Avraham agreed to for the sale of the Wooster Property. The current Court Order was structured with the \$76,000.00 figure in mind, so this massive increase in the costs to the community certainly requires that the Court Order be reconsidered. Not only will this Order cause massive damage to the community, but Miri Avraham has only agreed to the sale with the \$76,000.00 closing costs. No agreement was ever made with anything resembling the \$276,000.00 figure in mind. This was clearly a misleading action on the part of Alan Wachman, but it should be obvious to someone with Alan Wachman's extended experience in this field that the correct tax amount could not be assessed without access to Natan Avraham's personal information, which Alan

Wachman does not have. The Court can certainly not enforce the Court-ordered sale of the property with such a massive swing in costs assessed to the sale.

The Court's statements and decisions regarding the appropriate amount for the Wooster Property are incorrect--in March of 2015 Natan Avraham was informed by Natan Avraham's Counsel Mr. Green that the Court felt a sale at a price netting less than a million dollars was "enough" for the sale of the Wooster Property. This statement by the Court ignores many important factors in this case, including many facts and amounts that do not appear on the statements of escrow and closing costs for this sale. This amount does not reflect that \$100,000.00 from the final amount will be going to the children in this case, does not reflect that approximately \$47,000.00 in withholding will be retained for Capital Gains costs associated with the sale, nor do these statements reflect that Natan Avraham intends to provide an additional \$200,000.00 to the children from his share of the purchase proceeds. The costs of Capital Gains will be even higher than the figures stated here, and these amounts must be accounted for in this sale. Furthermore, it should be made very clear that the ongoing hardship of fighting this extended legal battle has left Natan Avraham with costs that can only be reclaimed through the proceeds of the sale of the Wooster Property. Natan Avraham's property and credit have been

trashed by these ongoing actions of the Court and the huge fees, interest, and penalties associated with them, and Natan Avraham must receive relief from the maximization of the value of the Wooster Property. The statements of the Court do not reflect the \$40,000.00 Natan Avraham requires to replace his work vehicle under the added strain of his decimated credit and financial standing, do not take into account the variety of remaining debits owed to Natan Avraham, and does not account for the rotator cuff injury Natan Avraham sustained while working on the community property that threatens Natan Avraham's livelihood every day. For the entire lives of the children in this case Natan Avraham has promised that they would be free to pursue their education and that the costs of this work would be provided for, and yet the actions of the Court currently threaten this promise. The Court must stop the sale of this property under these conditions immediately if this promise is to be fulfilled and the rights and property of Natan Avraham, the community, and the children in this case are to be protected.

No one should profit from perjury to the Court, and if the sale of the Wooster Property goes through as planned the third-party Buyer for this property will receive property inappropriately while Petitioner, Respondent, the children, and the community in this case will all suffer massive losses. It is clear that the

relationship between Real Estate Agent Alan Wachman and the proposed Buyer in this case has resulted in the pressure being placed upon the community to complete the sale of this property, and the Court has issued these Orders with the potential to cause irreversible harm to the community.

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 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.

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It is strange to note that the Court is far more driven to complete the sale of the property at this point in time than at any before. In previous instances Natan Avraham has worked to follow the Judgment in this case and has even attempted to comply with Court Order to purchase this property for the good of his children. Natan Avraham has *both secured funding and opened escrow for the property as instructed by the Court*, yet was blocked from purchasing the property. This was in February of 2015, and at that point in time the Court ignored that Natan Avraham had complied with Court Order and instead refused the sale. This double standard is yet more evidence of the fact that the Court's actions have not been an accurate representation of the reality of this case, and Natan Avraham continues to affirm that the Court must block this sale and work to repair the damage done by these Orders and misleading testimony.

Real Estate Agent Alan Wachman has deliberately misled the Court on multiple occasions. 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 statements 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, the Court supervision, and the government 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.

Natan Avraham believes that the maximization of the value of this property will help to resolve the remaining issues surrounding these divorce proceedings, putting to bed all of the issues of this case and allowing Petitioner and Natan Avraham to find resolution. Petitioner should not sign any agreement that does not take this maximization of value into account, and should not sign any sale agreement while the effects of this misleading testimony and perjury are still included. Natan Avraham wishes to see the value of this property maximized for the good of himself, the Petitioner, the children, and the community so that these issues can be put to rest.

On September 10, 2015 Natan Avraham filed a renewed and updated Motion for Reconsideration regarding this case for the Court's review. Natan Avraham is seeking any legal routes to see this case put right, and this motion includes a report

of the mismanagement of the Court in this case. These facts only add to the necessity for the Court to Amend or Vacate the Orders governing this sale.

Should this sale go through Natan Avraham will be forced to pursue legal action against Real Estate Agent Alan Wachman and the Buyer in this case, as the perjury of Alan Wachman has led the Court to issue Orders that liquidate the Wooster Property and tremendously harm the community. No continuation or prolonging of this case is necessary, as the evidence very clearly shows that Agent Alan Wachman and the current Buyer for the Wooster Property should no longer be involved in the sale. *Miri Avraham has no reason to fear a lawsuit or anger from the Buyer or Agent Alan Wachman in this case, as the sale of the Wooster Property as currently organized is clearly based on misleading statements and perjury before the Court.* Miri Avraham has every right to verify that this sale is being conducted according to the law through a criminal or real estate attorney before signing any escrow documents. Natan Avraham has clearly demonstrated to the Court that Alan Wachman has committed perjury to the harm of the community, and refuses to provide commission for this sale or allow Alan Wachman's further participation in the sale process. Should the sale go through as currently structured Agent Alan Wachman and the current Buyer will profit by harming the

**OBJECTION AND DECLARATION
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community, the parties, and the children in this case on the basis of lies told to the Court. On this basis and with the evidence shown above, Natan Avraham requests that the Court Amend or Vacate the current Orders and all further Orders regarding the sale of the Wooster Property and immediately stop the sale of the Wooster Property in order to observe the Judgment governing this case and to protect the rights of the parties, the community, and the children. If all options within the legal system are exhausted Natan Avraham will be required to seek help from the public and the media, and the government and responsible supervision will clearly not like the public reaction to Commissioner Matthew St. George's actions and rulings based on the facts of this case.

Again, 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. Commissioner Matthew St. George must either disqualify himself from this case or act immediately upon

his immunity to repair the damage done by these misleading statements and inappropriate Orders by immediately stopping the sale of the Wooster Property. Natan Avraham cannot accept any other result from these decisions.

Signed,

Natan Avraham

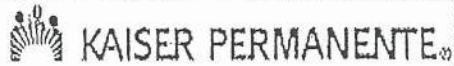
**OBJECTION AND DECLARATION
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OF JUDGE PRO TEM ST. GEORGE**

y, 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

Real Estate Agent in charge of this case, Alan Wachman, committed Perjury in testimony

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OF JUDGE PRO TEM ST. GEORGE**



Re:
Rahamim N Avraham
4125 1/4 S Doheny Dr
Los Angeles CA 90035-1368

5/16/2013
000009313304

To whom it may concern:

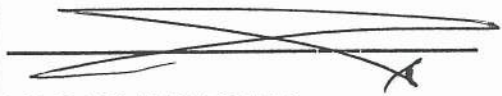
Mr. Avraham has a rotator cuff syndrome of the shoulder, worse x 7 months but dating back to 2005. He is presently in physical therapy.

Sincerely,

A handwritten signature in black ink, appearing to be "Gene L. Oppenheim".

Gene L. Oppenheim MD
Department of Family Medicine
Kaiser Permanente, West Los Angeles
Culver Marina Medical Office Building

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 17 day of July 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**

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 ___ day of _____ 2015 at Los Angeles,
3 California. '

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6 NATAN AVRAHAM
7 Respondent

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

Additional Information
re:
Sale of Wooster Property

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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

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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

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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

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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

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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

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Escrow Confirmation
for Natan Avraham
Purchasing Wooster Property
(Denied by Court)

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First American Title

First American Title Company

323 Court Street
San Bernardino, CA 92401

Betsy Tauler
A-List Escrow, Inc
5500 East 2nd Street, Suite 6
Long Beach, CA 90803
Phone: (562)987-2547
Fax:

Customer Reference: Avraham

Order Number: 0623-4848908 (CCMS)

Title Officer: Tammy Kerr/ Cheryl Campbell
Phone: (909)380-8726
Fax No.: (866)223-1017
E-Mail: SBTtitle@firstam.com

Borrower: Avraham
Property: 1442 South Wooster Street
Los Angeles, CA 90035

PRELIMINARY REPORT

In response to the above referenced application for a policy of title insurance, this 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.

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Order Number: 0623-4846908

Page Number: 2

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.

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Dated as of February 23, 2015 at 7:30 A.M.

The form of Policy of title Insurance contemplated by this report is:

To Be Determined

A specific request should be made if another form or additional coverage is desired.

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

NATAN R. AVRAHAM also known as NATHAN AVRAHAM, who acquired title as NATAN R. AVRAHM
and MIRIAM AVRAHAM also known as MIRI AVRAHAM

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

Fee

The Land referred to herein is described as follows:

(See attached Legal Description)

At the date hereof exceptions to coverage in addition to the printed Exceptions and Exclusions in said policy form 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: | \$0.00 |
| Second Installment: | \$3,777.49, OPEN |
| Penalty: | \$0.00 |
| Tax Rate Area: | 44-00067 |
| 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.

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

4. 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 violate 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.

5. A deed of trust to secure an original indebtedness of \$100,000.00 recorded October 01, 2010 as Instrument No. 10-1399161 of Official Records.

Dated: September 29, 2010

Trustor: NATAN R. AVARHAM AND MIRIAN 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

Notes:

a. If this deed of trust is to be eliminated in the policy or policies contemplated by this report/commitment, we will require all of the following prior to the recordation of any documents or the issuance of any policy of title insurance:

i. Original note and deed of trust.

ii. Payoff demand statement signed by all present beneficiaries.

iii. Request for reconveyance signed by all present beneficiaries.

b. If the payoff demand statement or the request for reconveyance is to be signed by a servicer, we will also require a full copy of the loan servicing agreement executed by all present beneficiaries.

c. If any of the beneficial interest is presently held by trustees under a trust agreement, we will require a certification pursuant to Section 18100.5 of the California Probate Code in a form satisfactory to the Company

6. A federal tax lien in favor of the United States of America, recorded August 26, 2011 as Instrument No. 2011-1155845 of Official Records.

Serial No.: 809184211

Debtor: Rahamim Avraham

Amount: \$117,080.55, and any other amounts due thereunder.

7. A federal tax lien in favor of the United States of America, recorded August 31, 2011 as Instrument No. 2011-1177455 of Official Records.

Serial No.: 809364511

Debtor: Rahamim Avraham

Amount: \$50,180.91, and any other amounts due thereunder.

8. A lien in favor of the State of California, evidenced by a certificate issued by the Franchise Tax Board, recorded September 29, 2011 as Instrument No. 2011-1320043 of Official Records.
Debtor: Rahamim Avrahm
Certificate No.: 11257609578
Amount: \$145,247.04, and any other amounts due thereunder.
9. 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. 2013-1237964 of Official Records.
Debtor: Rahamim Avrahm AKA Natan R. Avrahm
Certificate No.: 13197336865
Amount: \$76,140.51, and any other amounts due thereunder.
10. A federal tax lien in favor of the United States of America, recorded January 15, 2015 as Instrument No. 2015-0050994 of Official Records.
Serial No.: 137578715
Debtor: Rahamim Avrahm
Amount: \$3,605.49, and any other amounts due thereunder.

CVDJA

11. Water rights, claims or title to water, whether or not shown by the public records.
12. Rights of parties in possession.

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

Declaration of Alan Wachman

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

1 Brett A. Berman, Esq. [SBN 231490]
2 LAW OFFICE OF BRETT A. BERMAN, APC
3 9595 Wilshire Boulevard, Suite 900
4 Beverly Hills, CA 90212
Telephone: 310-788-3837
Email: bberman@lobablaw.com

5 Attorney for Petitioner,
6 MIRI AVRAHAM

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

10
11 In re Marriage of) Case No.: SD 027 039
12)
13 MIRI AVRAHAM,) [Assigned to Hon. Matthew St. George]
14)
15 vs.) Petitioner)
16 NATAN RAHAMIM AVRAHAM,)
17) Respondent.)
18)
19)
20)
21)
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27)
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DECLARATION OF ALAN WACHMAN IN
SUPPORT OF PETITIONER'S EX
PARTE REQUEST FOR ORDER

Date: January 14, 2015
Time: 8:30 a.m.
Dept.: F

21 I, ALAN WACHMAN, declare and state as follows:

22 1. I am over the age of 18 and not a party to the within action. I have personal
23 knowledge as to the facts set forth in this Declaration and, if called upon to testify
24 thereto, I could and would do so competently as to all the facts contained herein from
25 my own personal knowledge.

26 2. I submit this Declaration in lieu of oral testimony pursuant to California Code
27 of Civil Procedure Sections 2009 and 2015.5, *Reifler v. Superior Court* (1974) 39
28 Cal.Ap.3d 479, 114 Cal.Rptr. 356, and *In re Marriage of Stevenot* (1984) 154

1 Cal.App.3d 1051, 202 Cal.Rptr. 116.

2 3. I am a Senior Investment Specialist and licensed California Real Estate Agent
3 with Miller & Desatnik Realty Corp. and the realtor for the parties herein, MIRI
4 AVRAHAM and NATAN AVRAHAM (hereinafter collectively referred to as "the
5 AVRAHAMS"), with regard to the marketing and sale of their commercial property
6 located at 1442 So. Wooster Street, Los Angeles, California, 99035 (hereinafter "the
7 Wooster Property").

8 4. I represented the AVRAHAMS and their partners 19 years ago in their
9 purchase of the Wooster Property.

10 5. In either June or July, 2014, NATAN AVRAHAM called me and told me that
11 the AVRAHAMS had to sell the Wooster Property per their divorce agreement and he
12 asked me to contact MIRI AVRAHAM about the possibility of giving the exclusive sales
13 listing to me.

14 6. On September 13, 22, and 28, 2014 I had three (3) separate meetings with
15 MIRI AVRAHAM to discuss marketing the Wooster Property, a 5-unit apartment building
16 she currently owns with her ex-husband, NATAN AVRAHAM. These meetings all took
17 place at the office of Miller & Desatnik Realty Corp. located at 3627 Motor Avenue, Los
18 Angeles, California.

19 7. MIRI AVRAHAM advised me that she managed the Wooster Property and she
20 provided me with income and expenses, and asked me to determine an Opinion of
21 Value for the Wooster Property so that the property could be listed for sale.

22 8. Based upon the existing income, location, unit mix, square footage, curb
23 appeal, and my visual observation of the exterior, I recommended that the Wooster
24 Property be listed for sale at a price of between \$1,575,000 and \$1,590,000.

25 9. A sales price of \$1,590,000 was determined and I estimated that the
26 AVRAHAMS could expect a final sale price of between \$1,475,000 and \$1,550,000
27 maximum.
28

1 10. On September 27, 2014 I telephoned NATAN AVRAHAM to tell him my
2 opinion of value and recommendation that the Wooster Property be listed for
3 \$1,590,000. NATAN AVRAHAM advised me that *he refused* to sign a listing
4 agreement at that price and told me he thought the property should be listed at
5 \$1,725,000. He also told me in our conversation he would not consider selling the
6 Wooster Property for less than \$1,700,000 based in part on how his ex-wife, MIRI
7 AVRAHAM, had "damaged the community property".

8 11. I tried to communicate to NATAN AVRAHAM and remind him that the
9 Wooster Property is subject to Los Angeles Rent Control, and landlords cannot raise the
10 rents to market on a whim. I also told him that it would be very detrimental to the sales
11 process to severely over-price a building, and that 95% of successfully selling a building
12 is to price it correctly at the very beginning and not be so aggressive with the price.

13 12. I then advised MIRI AVRAHAM of NATAN AVRAHAM'S incomprehensible
14 and irrational response to my recommended listing and sales price. Despite this fact,
15 MIRI AVRAHAM agreed to list the Wooster Property at \$1,725,000 on September 28,
16 2014. NATAN AVRAHAM co-signed the Exclusive Listing Agreement on September
17 29, 2014 with the listing commencing October 1, 2014.

18 13. The listing of the Wooster Property officially hit the market on October 7,
19 2014. I also direct mailed 700 postcards with the listing to other apartment building
20 owners in the 90035 zip code area. From the day the Wooster Property first hit the
21 market, I received a very robust amount of telephone activity from the brokerage
22 community. However, both the brokerage community and the principals who received
23 the postcards all advised me that they felt the property was overpriced.

24 14. From October 7, 2014 to November 3, 2014, we received 4 offers from
25 qualified buyers ranging in price from \$1,400,000 to \$1,600,000. All of the potential
26 buyers and their agents were provided with a due diligence package and the Wooster
27 Property was opened to all potential purchasers for a formal physical inspection on
28 November 11, 2014. The potential buyers and their agents were also advised that they

1 would have until November 17, 2014 to provide the AVRAHAMS with a signed "Best
2 and Final Offer"

3 15. A "Summary of Offers" prepared by me is attached to this Declaration. This
4 Summary reflects the fact that five (5) offers were ultimately received. As of November
5 17, 2014, there was one potential buyer who had originally offered \$1,600,000 but
6 returned his "Best & Final" at \$1,518,000 with all contingencies removed and a 60-day
7 close of escrow.

8 16. I called NATAN AVRAHAM to discuss the results of the 3 "Best & Final"
9 offers. I told him that MIRI AVRAHAM was inclined to sign and accept the \$1,518,000
10 offer and he responded that, "If Miri wanted to accept this offer, for her to sign it and
11 send it to him, and he would think about it." NATAN AVRAHAM also advised me in our
12 conversation that he "would not counter or sign off on anything until he reached an
13 agreement with Miri's attorney to established the amount of the monies he felt was
14 owed to him." His incomprehensible rambling continued for another minute or so about
15 unrealistic conditions he wanted met for the disbursement of the sales proceeds.

16 17. I spoke with MIRI AVRAHAM and advised her of NATAN AVRAHAM'S
17 response. I also recommended that she sign the \$1,518,000 offer because we did not
18 want to lose the momentum of the strongest buyer.

19 18. On November 18, 2014 we received another offer from Benjamin Kermani in
20 the amount of \$1,600,000. On November 24, 2014, I contacted Mr. Kermani through
21 his agent and advised them that we needed a signed "Best & Final" purchase
22 agreement, contingency free, on or before December 5, 2014.

23 19. I also provided them with a full due diligence package on November 25, 2014
24 and we opened the building for their physical inspection on November 25, 2014.

25 20. On December 4, 2014, a "Best & Final Offer" was received from Benjamin
26 Kermani in the amount of \$1,600,000, contingency free and ready to open escrow. I
27 called NATAN AVRAHAM and left him a voice mail message about this offer. I also
28 advised MIRI AVRAHAM about the Kermani offer and arranged to meet with her at

1 5:30 p.m. to have her sign the acceptance.

2 21. I then spoke with NATAN AVRAHAM at approximately 6:30 p.m. on
3 December 4, 2014 and advised him that MIRI AVRAHAM had signed the Kermani offer
4 and I asked him to do the same. Again, NATAN AVRAHAM told me he would not sign
5 the acceptance of the \$1,600,000 offer "until his conditions were agreed to" and he
6 would "see us in court to deal with it."

7 22. On December 5, 2014 I contacted Eric Shewfelt at Wilshire Escrow to open
8 an escrow and I sent him copies of the Purchase Agreement, Preliminary Title Report
9 and I asked him to send the buyer writing instructions for the buyer's good faith deposit.

10 23. On the afternoon of December 5, 2014, Benjamin Kermani, through his
11 agent, contacted me to revise their "Best & Final" offer from \$1,600,000 to \$1,575,000
12 based upon their findings at their physical inspection of the Wooster Property.

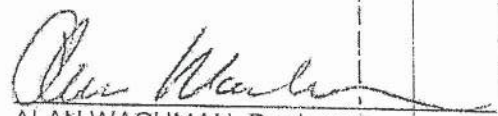
13 24. On December 6, 2014, I met with MIRI AVRAHAM for her to sign off on
14 Buyer's Counter-Offer No. 1 at the revised sales price of \$1,575,000. She accepted the
15 Kermani counter-offer. However, to date, NATAN AVRAHAM has failed and refused to
16 sign the counter-offer or accept the sales price of \$1,575,000 for the Wooster Property.

17 25. Since MIRI AVRAHAM accepted the price of \$1,575,000, Benjamin Kermani
18 has paid his earnest money deposit and has been aggressively moving forward with the
19 purchase of the Wooster Property. He is well into the loan process and has secured a
20 loan with East West Bank and all of the required documentation has been provided to
21 the Bank, including 3 years' of operating history for the property, rental agreements, etc.
22 The Wooster Property was appraised on January 9, 2015 by the buyer's lender.

23 26. As time is of the essence with regard to the sale of the Wooster Property,
24 NATAN AVRAHAM has still failed and refused to sign the purchase agreement. A fully
25 executed purchase agreement is required in order for escrow to close. The
26 AVRAHAMS are facing the possibility that the sale of the Wooster Property could very
27 well fall through unless NATAN AVRAHAM signs the purchase agreement, or this Court
28 grants MIRI AVRAHAM'S request for orders.

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I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 13 day of January, 2015 at Los Angeles, California.


ALAN WACHMAN, Declarant

U.S. Department of Education Loan Documentation

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

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U.S. Department of Education
Information about your federal student loan

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

My Profile » [Manage Profile \(/educate/profile/home.html\)](/educate/profile/home.html) » Contact Information

THINGS TO DO NOW



Message Center »
</educate/message-center.html>)

JONATHAN Y. AVRAHAM

Contact Information

1778 SHENANDOAH STREET
LOS ANGELES, CA 90035

JONATHANAVRAHAM@GMAIL.COM

primary phone: (310) 613-6764

alternate phone: (310) 559-6415

[update contact information \(/educate/profile/demographics.html\)](/educate/profile/demographics.html)

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My Accounts

Account Summary (</educate/accounts/overview.html>)

1098-E Statements (</educate/statements/1098-e-statement.html>)

Payment Schedules

**STATEMENT OF DECLARATION
SUPPORTING DISQUALIFICATION
OF JUDGE PRO TEM ST. GEORGE**

My Repayment Plan

Repayment Options

(</educate/repayment/options.html>)

Income-Driven & Standard Repayment Plans

(</educate/repayment/options.html>)

Account Summary

WELCOME JONATHAN

You're in school at PEPPERDINE UNIVERSITY until 05/08/2016, and you have loans in deferment.

Know that you can [make payments \(/educate/payments/selection.html\)](/educate/payments/selection.html) during school.

[Sign up for Auto Pay \(/educate/payments/autopay.html\)](/educate/payments/autopay.html).

[View interest paid last year for your 2014 taxes \(/educate/statement/interest-statement.html\)](/educate/statement/interest-statement.html).



You currently do not have a payment due for these accounts, however, you may still make a payment if you wish.

Total Great Lakes Balance **\$257,513.51**

[make a payment \(/educate/payments/selection.html\)](/educate/payments/selection.html)

Not Currently Due

Graduate PLUS Loans – In an In-School Deferment until 05/08/2016

U.S. DEPARTMENT OF EDUCATION (798581)

Balance **\$164,916.16**

[account and loan details \(/educate/accounts/detail/serviced/249938444000001\)](/educate/accounts/detail/serviced/249938444000001)

Stafford Loans – In school until 05/08/2016

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

Proof of Mailing
of Motion for Reconsideration
September 11, 2015

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

| | | | | | |
|---|--|---------------|-------|---------------------------|--------------------------|
| Attorney or Party without Attorney: NATAN AVRAHAM P.O. BOX 35895 LOS ANGELES, CA 90035 Telephone No: 310-277-9115 | | | | <i>For Court Use Only</i> | |
| Attorney for: Plaintiff | | | | Ref. No. or File No.: | |
| Insert name of Court, and Judicial District and Branch Court: LOS ANGELES SUPERIOR COURT WEST DISTRICT - SANTA MONICA | | | | | |
| Plaintiff: MIRI AVRAHAM Defendant: NATAN RAHAMIM AVRAHAM | | | | | |
| PROOF OF MAILING DECLARATION | | Hearing Date: | Time: | Dept/Div: | Case Number: SD027039 |

1. At the time of service I was at least 18 years of age and not a party to this action.
2. I served copies of the DECLARATION OF NATAN AVRAHAM RE MOTION FOR RECONSIDERATION
3. a. Party served: BRETT A. BERMAN ESQ.
4. Address where the party was served: LAW OFFICE OF BRETT A. BERMAN, APC
9595 WILSHIRE BLVD. #900
BEVERLY HILLS, CA 90212
5. I served the party:
 - d. by other means On: Fri., Sep. 11, 2015 at: 10:00AM by mailing the copies to the person served, addressed as shown in item 2c, by First Class Mail, postage prepaid, from: LOS ANGELES, CA

7. Person Who Served Papers:
a. MADLEN ARAKELYAN

Recoverable Cost Per CCP 1033.5(a)(4)(B)

d. *The Fee for Service* was: \$67.80

e. I am: (3) registered California process server

- (i) Employee
- (ii) Registration No.: 7096
- (iii) County: LOS ANGELES
- (iv) Expiration Date: Fri, Oct. 09, 2015



Professional Legal Services and Photocopying at an affordable price!

Registration # 7096

8. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: Fri, Sep. 11, 2015




 (MADLEN ARAKELYAN)

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

**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**

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

**OBJECTION AND DECLARATION
SUPPORTING DISQUALIFICATION
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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

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, 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

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

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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.

**OBJECTION AND DECLARATION
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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.

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