EXHIBIT MT

FILED
APR 10 2023
Clerk of the Court
Superior Court of CA, County of Santa Clara
BY _____ DEPUTY

SUPERIOR COURT FOR THE STATE OF CALIFORNIA

COUNTY OF SANTA CLARA

Petitioner: CELINE E. LERMAN	)	Case No. 22FL000408
	)	
and	)	ORDER ON SUBMITTED MATTER
	)	
Respondent: MIKHAEL Y. LERMAN	)	
	)	
	)	

The above-entitled matter came on for hearing on April 5, 2023 in Department 64. Petitioner appeared with attorney Eva M. Martelle via TEAMS. Respondent appeared as a self-represented litigant in the courtroom. The following issues were presented to the court:

(1) Date of separation of the parties

(2) Valuation and division of real property

(3) Reimbursement claims

(4) Business valuation and division

(5) Division of bank accounts, RSUs, stock accounts, bonds and employment related benefits (excluding retirement accounts)

(6) Division and distribution of community credit cards

(7) Valuation and division of community interest in retirement accounts and health savings account

(8) Vehicles

(9) Other Issues

(10) Long term spousal support for petitioner

(11) Attorney fees, costs and sanction requests by both parties

DATE OF SEPARATION

A. Petitioner's Contentions

Petitioner contends that the date of separation of the parties is January 10, 2023, the date that she received the Get (religious divorce). Petitioner testified that during the course of the marriage there were a lot of disputes between the parties. In late 2021, petitioner began to sleep in a separate bedroom. The parties continued to live under the same roof as they always had and continued to share finances as they always had. Petitioner did not tell people that she and respondent were divorcing until she moved out of the family residence in February 2023.

Petitioner filed the Petition for Dissolution on February 7, 2022. She testified that even after the filing of the Petition that she held out hope that the marriage might be repaired and she continued to make efforts to save the marriage. After petitioner filed for divorce petitioner testified that in March 2022 she wanted to go to Paris for her Father's 90th birthday party. Respondent insisted that he wanted to go with her and she agreed. They stayed in separate locations in Paris because petitioner's Father did not want respondent at his home. So, respondent stayed with his sister.

After the parties returned from Paris, petitioner testified that they engaged a marriage counselor to see if they could work through the issues. Petitioner found the therapist. The parties attended perhaps two sessions and petitioner attended one session by herself.

Following the filing of the petition, petitioner testified that the parties continued to operate at they normally did. They had dinner together. They ran the household as they always

had. They attended Passover 2022 as a couple. They appeared as a married couple to third parties and the public.

Petitioner testified that both parties attended a settlement conference related to the divorce at the end of November 2022. It was during that proceeding that petitioner asked respondent for a religious divorce—the Get. Petitioner received the Get on January 10, 2023 and she knew at the point that the marriage was finally and irrevocably broken down and that there was no hope of saving it. Petitioner did not testify that she told respondent on that date that there was a final breakdown of the marriage. Petitioner moved out of the family residence on February 6, 2023.

Petitioner testified that until the Get was received she had very mixed feelings about going forward with the divorce. She was truly hoping that respondent would get some counseling and that they would be able to resume a more normalized relationship and that the marriage would be repaired. She testified that the relationship between petitioner and respondent was an emotional rollercoaster but that once she received the Get she knew in her heart and in her mind that the marriage was over. She moved out of the family residence shortly thereafter.

B. Respondent's Contentions

Respondent contends that the date of separation in August 5, 1999. It was at that time that petitioner discovered that respondent was using the internet to chat with other women and to access pornography through subscriptions. Respondent testified that he had left his Yahoo messenger open and petitioner found the chats and pornography. Respondent told the court that petitioner said she wanted a divorce and that she wanted to return to France. Respondent said that he bent down on his knees, crying and begging her not to divorce. Petitioner did not go back to France. The parties continued to live together.

Respondent testified that he believes that the parties are still married (he showed the court that he wears his wedding ring still on his wedding finger) and that they are not separated. However, respondent contends that it is what petitioner believes that is relevant. He testified that he believes that petitioner wanted to divorce back in 1999 and that she has since planned to divorce him although respondent did not present any testimony that petitioner every communicated that to him or that she evidenced that intention through her conduct. Respondent testified that the parties were physically intimate until 2015. Respondent also testified that he offered a Get back in 2017 (Tr.Ex.J). Petitioner contends that this is a falsified document. The court does not need to resolve this issue as both parties agree that the Get was not formally received by petitioner until January 2023.

Respondent testified that the parties did not attend marriage counseling in 2022. He stated that he and petitioner went to a third party to discuss "issues". He does not know if the person was a therapist but the purpose of seeing the person was to resolve issues related to the marriage. Respondent did agree at one point in his testimony that the goal of the meeting with the person was to help respondent and petitioner stay married. At another point in his testimony respondent told the court that the purpose of the meeting with the person was to facilitate petitioner's wishes that the divorce proceed amicably. Respondent testified that he believes in petitioner's mind that she intended to divorce respondent from 1999 forward and the real issue was whether they were going to divorce with an agreement or without an agreement. Petitioner wanted to use the default of California law that marital assets be divided equally. Respondent testified that he would not agree to that.

Respondent testified that the parties did not go places like a husband and wife would. They were not physically intimate for many years. Petitioner did not wear her wedding ring.

Respondent wore his wedding ring. Respondent told the court that petitioner had been threatening to divorce him since August 1999. Respondent did not testify that petitioner did anything in furtherance of that intention until she filed for divorce in February 2022.

B. Discussion and Findings

Family Code section 70[1] provides as follows:

(a) "Date of separation" means the date that **a complete and final break** in the marital relationship has occurred, **as evidenced by both of the following**:

(1) The spouse has expressed to the other spouse the intent to end the marriage.

(2) The conduct of the spouse is consistent with the intent to end the marriage.

(b) In determining the date of separation, the court shall take into consideration all relevant evidence.

(§ 70 [emphasis added].)

Recitation in a dissolution petition regarding the date of separation, while it may be considered as evidence on the subject, should not be regarded as conclusive. **(*In re the Marriage of Umphrey* (1990) 218 Cal.App.3d 647, 657.)** There is "nothing sacrosanct" about a separation date recited in dissolution petition. **(*In re Marriage of Hardin* (1995) 38 Cal.App.4th 448, 452.)** Although a date of separation listed in a petition may be a relevant consideration, it is not in and of itself determinative or conclusive. **(*Hardin, supra*, at p. 454, fn5.)**

"The critical inquiry in determining the date of separation is 'whether the parties' *conduct* evidences a *complete and final break* in the marital relationship.'" **(*In re the Marriage***

[1] All further references are to the Family Code unless otherwise stated

***of Von Der Nuell* (1994) 23 Cal.App.4th 730, 732, 735 [citing text, italics in original]; *In re the Marriage of Marsden* (1982) 130 Cal.App.3d 426, 434; *Hardin, supra*, at p. 453.)** "Separation does not commence until the parties' conduct evidences a "complete and final break" in the marital relationship." **(*Nuell, supra*, at p. 734, 736 [emphasis added].)** The date-of-separation test asks whether there was objective conduct "bespeak[ing] the finality of the marital relationship." **(*In re Marriage of Manfer* (2006) 144 Cal.App.4th 925, 928, 930.)**

"Date of separation is a factual issue to be determined by a preponderance of the evidence." **(*Manfer, supra*, at p. 930; *In re Marriage of Peters* (1997) 52 Cal.App.4th 1489, 1493-1494.)** No particular fact is per se determinative. **(*Manfer, supra*, at p. 930.)**

Under the case law, the following conduct is relevant evidence for a date-of-separation determination. The following conduct is inconsistent with a *complete and final break* in the marital relationship - Filing a petition for dissolution and then taking no further action for over three years **(*Marsden, supra*, at p. 435)**; ongoing economic ties between the parties **(*Hardin, supra*, at p. 453**; ***Nuell, supra*, at p. 736** [maintaining joint checking accounts and credit cards]); unchanged economic relationship **(*Hardin, supra, at* p. 454)**; filing joint tax returns **(*Hardin, supra, at* p. 452, M*anfer, supra*, at p. 932; *Nuell, supra*, at p. 736)**; contributing financially to the community **(*Nuell, supra*, at p. 736)**; commingling money (*Manfer, supra*, at pgs. 930, 932); voluntary support for the other spouse **(*Hardin, supra*, at p. 453; *Manfer, supra*, at pgs. 930, 932, 934)**; ongoing sexual ties between the parties **(*Hardin, supra,* at p. 453**; ***Manfer, supra*, at pgs. 930, 934; *Nuell, supra*, at p. 736; *Marsden, supra*, at pgs. 433, 435)**; ongoing emotional ties **(*Hardin, supra,* at p. 453)**; sending cards **(*Hardin, supra, at* p. 454; *Manfer, supra*, at p. 932; *Nuell, supra*, at p. 736)**; ongoing social ties between the parties **(*Hardin, supra*, at p. 453; *Manfer, supra*, at p. 932; *Nuell, supra*, at p. 736** [went out

socially]); appearing at social functions together (***Hardin, supra, at* pgs. 454-455; *Manfer, supra*, at p. 932**); reconciliation (***Hardin, supra*, at p. 453; *Nuell, supra*, at p. 732** [the parties attempted to reconcile, and it was not until some years later that their conduct evidenced a complete and final break in the marital relationship"]; **Marsden, supra, at p. 435.)** ***See also Nuell, supra*, at p. 736**; living at the same residence (***Hardin, supra.* at p. 454; *Manfer, supra*, at pgs. 929, 930, 931, 934**); Receiving mail at the same residence (***Hardin, supra, at* p. 454; *Manfer, supra*, at p. 932**); seeing each other regularly (***Hardin, supra, at* p. 454; *Nuell, supra*, at p. 736** [frequent visits to the home]); remaining a corporate officer in a family business (***Hardin, supra*, at p. 454**); signing documents indicating a marriage and not a separation (***Hardin, supra, at* p. 454**); seeking marriage counseling (***Manfer, supra*, at p. 931, 934; *Marsden, supra*, at pgs. 433, 435**); taking trips and vacations together (***Manfer, supra*, at p. 932; *Nuell, supra*, at p. 736; *Marsden, supra*, at p. 433-435**); cooking for the other spouse (***Manfer, supra*, at p. 933**); gift giving (***Nuell, supra*, at p. 736).**

In the matter before the court it is clear that from at least August 1999 forward the parties had a relationship that had conflict. It was not until after petitioner filed for divorce in February 2022 that things began to change for petitioner and respondent. Prior to that time there was at least one time when petitioner **said** she wanted a divorce (August 1999) and to move back to France. When respondent pleaded with her not to do either, petitioner did not move back to France and there is no evidence that she did anything in furtherance of a divorce. The court finds respondent credible that petitioner threatened divorce many times thereafter. The court finds petitioner credible that she did nothing in furtherance of divorce until February 2022. Even after petitioner filed the Petition in February 2022 the parties met with a third party about issues related to the marriage. Both parties expressed in their testimony (the court notes

the conflict in respondent's testimony) that the purpose of the discussions with the third party were to see if the marriage could be saved.

The credibility of the parties is essential to the court determination as to a date of separation. Indeed, neither party testified that there was a final break in the marriage and that the fact of that break was communicated to the other party until Wife testified that she moved out of the family residence on February 6, 2023. Respondent testified that he believes that petitioner had no intention of staying married to him even after she decided to stay following the August 1999 confrontation, but respondent did not testify that petitioner, prior to February 6, 2023, **acted in a way that communicated to respondent** that there was a final break in the marriage. Rather from 1999 forward the evidence shows that, as so many married couples do, the parties pivoted in terms of their understanding of their relationship given the conflict and disagreement between them. In essence, nothing changed from 1999 to February 6, 2023 in terms of the parties' financial or personal dealings with one and other. Of note, the parties jointly purchased four real properties after the August 1999 dispute. The purchases were in 2001, 2007 2010 and 2019. They entered into a revocable trust as an estate plan in 2014. Neither party testified that there was any change to how they managed their finances following the August 1999 incident until February 2023. Neither party testified that they presented themselves to their friends and family as anything other than a married couple. In short, life went on as it did before from August 1999 to February 6, 2023 when petitioner vacated the family residence. That was the first time that petitioner's conduct matched her expressed statements that she no longer wished to be married to respondent. The fact that petitioner had received the Get in January 2023 and then moved out of the family residence shortly thereafter is persuasive to the court that petitioner finalized her decision to move forward with the divorce

after receiving the Get which she then followed up with her actions by moving out of the family residence in February 2023 after requesting that the court make orders regarding use and control of the family residence and the Settle Avenue property.

Accordingly, the court finds by a preponderance of the evidence, that the date of separation of the parties is February 6, 2023.

VALUATION AND DIVISION OF REAL PROPERTY

A. Cherry Avenue

The parties agreed at the time of trial that this property was purchased in 2001. Title was originally held by the parties as community property with the right of survivorship. In 2014, the property was moved into the parties' revocable living trust. The parties agreed at the time of trial that this rental property will continue to be jointly owned by them and that the income and liabilities associated with this rental will continue to be shared equally by them until further order of the court.

Respondent asserted a § 2640 reimbursement claim for funds he claims he contributed to the acquisition of the property based upon his testimony only. No substantive documents were provided to the court nor was respondent's testimony specific in any way as to a tracing of the funds from a separate property source into this property. Accordingly, the court denies respondent's separate property reimbursement claim as to this property due to failure of proof.

B. Settle Avenue

The parties agreed at the time of trial that this property was purchased in 2007. Title was originally held jointly by the parties. In 2014, the property was moved into the revocable living trust. Petitioner is currently residing in this property.

Respondent asserted a § 2640 reimbursement claim for funds he claims he contributed to the acquisition of the property based upon his testimony only. No documents were provided to the court nor was respondent's testimony specific in any way as to a tracing of the funds from a separate property source into this property. Accordingly, the court denies respondent's separate property reimbursement claim as to this property due to failure of proof.

Petitioner testified that the fair market value of the property is $1,473,791. Respondent testified that the value is the "cost basis" i.e., the amount the parties paid for the property at the time of purchase. Respondent's testimony is that the fair market value is $611,000.00.

The court orders that the property is to be valued as of the date closest to trial consistent with § 2552(a).

The court orders that the parties retain a joint neutral real property appraiser to appraise the real property. The costs of the appraisal will be shared equally. The court reserves jurisdiction over the valuation and allocation of this asset to later determination of the court.

C. Booksin Avenue

The parties agreed at the time of trial that this asset was purchased in 2010. Title was originally taken as community property with the right of survivorship. This property was subsequently moved into the revocable living trust in 2014. Respondent is currently residing in this property.

Respondent asserted a § 2640 reimbursement claim for funds he claims he contributed to the acquisition of the property based upon his testimony only. No documents were provided to the court nor was respondent's testimony specific in any way as to a tracing of the funds from a separate property source into this property. Accordingly, the court denies respondent's separate property reimbursement claim as to this property due to failure of proof.

Petitioner asserted a § 2640 claim for $19,086.00 which was received from petitioner's parents to assist with the remodeling of this property. The court denies this request as no proof of the tracing of the funds to a separate property source was presented to the court.

The court orders that the property is to be valued as of the date closest to trial consistent with § 2552(a).

The court orders that the parties retain a joint neutral real property appraiser to appraise the real property. The costs of the appraisal will be shared equally. The court reserves jurisdiction over the valuation and allocation of this asset to later determination of the court.

D. 10 Rue Courat 75020 (Paris, France)

The parties agreed at trial that this property was purchased in 2019 and that the source of funds for the purchase of the property was entirely community. Respondent urges the court to accept that because, according to his calculations, his earnings during the marriage contributed 74% of the purchase price and respondent contributed 26% that the community interest in this property should be allocated 74% to petitioner and 26% to respondent. The court declines to do as respondent requests as there is no dispute that respondent's earnings during marriage belong to the community in their entirety. As such, the 74% allocation of the value of the property to petitioner is not appropriate given that 100% of respondent's earnings during the marriage belong to the community and respondent has a 50% interest in those earnings.

The court reserves jurisdiction over the valuation and distribution of this asset pending further input from the parties as to how each party wishes to have this asset value and distributed.

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E. Rue Mauberuge

Respondent asserts that petitioner did not disclose this property in her Preliminary Declaration of Disclosure and that therefore respondent wishes to be awarded the property and/or that the community has an interest in this property.

Petitioner testified that this property is part of the estate of her Father who is not yet deceased. A review of Trial Ex. F does not support respondent's claim that petitioner has a current ownership interest in this property and that petitioner will receive an ownership interest "upon the death of the donor".

Respondent has not proven that petitioner has a present ownership interest in this property. There is no community property presumption to be overcome as respondent has been unable to prove that petitioner presently has any ownership interest or right to this property.

As such, the court finds that this is not an asset subject to characterization or division by the court.

F. Process for selection of joint neutral real property appraiser

The court has ordered that each party present a list of three qualified real estate appraisers to the other party within 10 days of the date of the hearing. If there is a common name on both lists, then that name will be the joint neutral real property appraiser. If there is no common name, then each party will have the opportunity to strike two names from the opposing party's list. The striking of the two names will be within 5 days following the exchanges of the lists. The remaining two names (one from each list) will be submitted to the court by way of joint email to the court (department64@scscourt.org). The court has requested that the parties not identify which party proposed which appraiser. The parties may present a CV for each of the appraisers in the submission to the court. The court will then appoint an appraiser from the two

names presented to the court. The costs of the real estate appraisals shall be shared equally between the parties. Each party shall cooperate in giving the appraiser access to the real property controlled by that party.

REIMBURSEMENT CLAIMS

A. Petitioner's Claim for Moving Costs

On January 2, 2023, the court ordered that petitioner would reside in the Settle property and respondent would be reside in the Booksin property. Prior to that date, the parties had continued to reside together at the Booksin property. The court additionally ordered that the parties would share in petitioner's reasonable moving costs.

Petitioner testified at trial that her moving costs totaled $1816.15. Respondent testified that he thought this amount was unreasonable and presented an estimate he obtained for petitioner's moving costs which was a total of $500.00. (Tr. Ex. M). When asked by the court as to what information was provided to the moving company and whether the moving company had seen the house, respondent testified that he had told the moving company the dimensions of the rooms but that he had not provided an inventory of items to be moved to the moving company. Respondent testified that had already paid $500.00 to petitioner for his share of the moving costs. Petitioner agreed that she had received this amount from petitioner but that she wanted 50% of the $1816.15 that she had actually incurred.

The court finds petitioner's moving costs to be reasonable. Respondent's presentation of a lower bid does not mean that petitioner's costs are unreasonable. Respondent is ordered to pay 50% of $1816.15 with a credit for the $500.00 he has already paid. Respondent is ordered to pay the remaining balance owed immediately.

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BUSINESS VALUATION AND DIVISION

A business named SiliconKit was established during the marriage. Neither party is claiming any separate property interest in the business. At the time of trial, respondent valued the business at $10,000.00. Petitioner disagreed and wanted a formal business valuation performed. Respondent had argued that petitioner had full access to the business and the proprietary software of the business and that if she wanted to continue to use the software she had the full ability to do so. When the court inquired of respondent if he agreed to let petitioner have the business at the $10,000.00 value, he advised the court that he did agree that the business could be awarded to petitioner at the $10,000.00 valuation estimated by respondent. Later on in the trial, respondent changed his mind and indicated that he did not agree that petitioner be awarded the business at respondent's valuation.

The parties have agreed that a joint neutral expert will be appointed at joint cost to value the business. The same process for the selection of the joint neutral real estate appraiser will be used for the selection of the joint neutral expert to value this business.

CHARACTERIZATION AND DIVISION OF BANK ACCOUNTS, RSUs, STOCK ACCOUNTS, BONDS, AND EMPLOYMENT RELATED BENEFITS (EXCLUDING RETIREMENT ACCOUNTS)

The parties agreed at trial that they would retain a joint neutral expert, at shared expense, to provide a recommendation as to the determination of the community interest in the parties' bank accounts, RSUs, stock accounts, bonds, and any benefits of employment as well as a proposal with respect to the division of the community interest.

The same process for the selection of the joint real estate appraiser will be used for the selection of the joint neutral expert for this purpose as set forth with respect to the joint neutral real estate appraiser.

Respondent's claim that the funds already paid by respondent to petitioner in October 2022 to divide community bank accounts resolves the disposition and division of **all** community accounts is reserved.

DIVISION AND DISTRIBUTION OF COMMUNITY CREDIT CARDS

Respondent urged the court to give all credit cards to him and that petitioner would be responsible for securing new credit cards in her name. The court did not find that position to be reasonable. The parties then reached the following agreements at trial with respect to the credit cards which existed as of the date of separation:

(a) The PayPal, Elavon and American Express accounts will remain open pending further determination of the court. These accounts are associated with SiliconKit and shall be used solely for business expenses associated with SiliconKit.

(b) All other community credit cards are to be closed and each party can apply for new credit cards in that party's name.

VALUATION AND DIVISION OF COMMUNITY INTERSEST IN RETIREMENT ACCOUNTS AND HEALTH SAVINGS ACCOUNT

The parties agreed at trial that they would retain a joint neutral expert at joint expense to determine the community interest in any pension accounts, deferred accounts, other retirement accounts and the Health Savings Account and to make recommendations about the appropriate way to divide the community interest in those accounts including, if necessary, the preparation of any Qualified Domestic Relations Orders necessary to effect an equal division of the community interest in any deferred and/or retirement accounts.

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VEHICLES

A. 2003 Chevy Cavalier

The parties agreed at the time of trial that petitioner is awarded this vehicle at a total value of $300.00. Petitioner will owe respondent ½ of this amount to equalize the disposition of this vehicle.

B. 2011 Nissan Leaf

The parties agreed at the time of trial that respondent is awarded this vehicle at a total value of $2,700.00. Respondent will owe petitioner ½ of this amount to equalize the disposition of this vehicle.

C. 2016 Nissan Sentra

The parties agreed at the time of trial that respondent is awarded this vehicle at a total value of $10,000.00. Respondent will owe petitioner ½ of this amount to equalize the disposition of this vehicle.

OTHER ISSUES

A. Bank Account for Joachim Lerman

The parties agree that the bank account presently in the name of Joachim Lerman (an adult child of the parties) and respondent will be transferred to Joachim Lerman and that respondent will take steps to insure that he is no longer an owner on the account. This account is confirmed to Joachim Lerman individually by agreement of the parties.

B. Debt Owed to Respondent's Brother Gerald Iszurin

Petitioner testified at trial that she believe that there was a loan from respondent's brother during the marriage. Respondent testified he is not aware of any loan.

Respondent agreed that if there is a loan that he will assume sole responsibility for the loan and hold petitioner harmless with respect to any loan that might be outstanding to respondent's brother for which the community might be responsible.

C. Debt Owed to Joachim Lerman

Petitioner testified at trial that she believes that there was a loan from Joachim Lerman (the adult child referenced above) during the marriage. Respondent testified that there is no loan at all and that he is not aware of any loan.

Respondent agreed that if there is a loan that he will assume sole responsibility for the loan and hold petitioner harmless with respect to any loan that might be outstanding to Joachim Lerman for which the community might be responsible.

D. Life Insurance

The parties agreed at trial that the Standard Life Insurance Company Plan #6173 is awarded to petitioner as her sole and separate property without offset. This is a term life insurance policy with no cash value.

Respondent represented that he has no life insurance policy, either whole or term.

E. Patent

Respondent secured a patent during marriage entitled Net Memory. Respondent testified that he intends to donate the patent to a non-profit and that he is in a present dispute with the Franchise Tax Board on this issue.

Petitioner testified that she was generally unaware of the current circumstances related to the patent.

The parties agreed at trial that the patent is a community asset. Respondent agreed that the patent cannot be donated to a nonprofit or otherwise be disposed of without prior written

consent of both parties or an Order of the court. The parties further agreed that any royalties or residuals earned as a result of the patent will be divided equally between the parties.

F. 2021 Tax Refund

The parties agreed at trial that the 2021 tax refund would be divided equally between them. The funds are presently in the Capital One community account.

G. Personal Property/Household Furniture and Furnishings

The parties are ordered to personal property arbitration to resolve issues related to the valuation and division of personal property and household furniture and furnishings. No evidence was presented to the court on this issue.

H. 2023 Quarterly Tax Payments

Petitioner requested that the court make an order that the 2023 April Quarterly tax payments be made by the community. The court denies that request without prejudice as there is no agreement between the parties regarding tax filing status and the court does not find that this request is one over which the court presently has jurisdiction to make an order.

I. Petitioner's Request for Reimbursement for Respondent's Expenditures Which Did Not Benefit the Community

Petitioner asserts that respondent spent money on extracurricular activities which were not for the benefit of the community. She asserts a claim of $36,000.00 and is requesting that respondent reimburse her 50% of that amount. Specifically, petitioner testified that there were a number of Airbnb expenditures from the PNC account and account #0034. Petitioner testified that those expenditures were not for the benefit of the community. When asked by the court as to the nature of those expenditures, respondent testified that the he rented these places for "therapy". When asked by the court as to the type of therapy, the name of the therapist or even

the gender of the therapists, respondent declined to answer indicating that he did not have to answer these questions. Respondent then testified that petitioner had not fulfilled her "conjugal" responsibilities since 2015. When asked by the court if that meant that respondent could use community funds to replace those responsibilities which were not being fulfilled by petitioner, respondent told the court that he did not have to answer that question.

The court reserves this claim to later determination by the court.

LONG TERM SPOUSAL SUPPORT FOR PETITIONER

The court requires additional information regarding the disposition of the community assets and the asset base that each party will control following that disposition. The issue of long term spousal support is reserved to later determination of the court. The court has made no findings under § 4320.

ATTORNEY FEES, COSTS AND SANCTION REQUESTS BY BOTH PARTIES

All claims by either party are reserved to later determination of the court.

FURTHER STATUS CONFERENCE

A further status conference is scheduled for June 20, 2023 at 9:00 a.m. in Department 64 via TEAMS.

Dated: April 10, 2023

Hon. Vanessa A. Zecher

Honorable Vanessa A. Zecher
Judge of the Superior Court

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SANTA CLARA

In the Matter of **Celine Lerman, Petitioner** **Vs.** **Mikhael Lerman, Respondent**	FILED APR 10 2023 Clerk of the Court Superior Court of CA County of Santa Clara BY _____ DEPUTY
PROOF OF SERVICE BY MAIL OF:	
ORDER ON SUBMITTED MATTER	**CASE NO: 22FL000408**

CLERK'S CERTIFICATE OF SERVICE

I CERTIFY THAT I AM NOT A PARTY TO THIS CAUSE AND THAT A TRUE COPY OF THIS DOCUMENT, **ORDER ON SUBMITTED MATTER,** WAS HAND-DELIVERED INTO THE BELOW-LISTED AGENCY'S INTER-OFFICE PICK-UP BOX, (WHERE APPLICABLE), MAILED WITH FIRST CLASS POSTAGE PREPAID IN A SEALED ENVELOPE ADDRESSED AS SHOWN BELOW, OR SENT BY WAY OF ELECTRONIC MAIL, AND THESE DOCUMENTS WERE PLACED FOR PICK-UP OR MAILED AT SAN JOSE, CALIFORNIA ON DATE SHOWN BELOW.

DATED: 04/10/2023

REBECCA FLEMMING
CHIEF EXECUTIVE OFFICER/CLERK

BY: _____
Gina Colbenson, Deputy Courtroom Clerk

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ODY	[redacted]