

<small>ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):</small> Mikhael Y. Lerman 2462 Booksin Ave San Jose CA 95125		<small>FOR COURT USE ONLY</small> Electronically filed by Superior Court of CA, County of Santa Clara, on 1/3/2023 12:00 AM Reviewed By: R. Fleming Case #22FL000408 Env. #10826022
<small>TELEPHONE NO.:</small> 408-564-9578 <small>FAX NO. (Optional):</small> <small>E-MAIL ADDRESS (Optional):</small> michael_lerman@yahoo.com <small>ATTORNEY FOR (Name):</small> self represented		
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Santa Clara <small>STREET ADDRESS:</small> 201 North 1st Street <small>MAILING ADDRESS:</small> 191 North 1st Street <small>CITY AND ZIP CODE:</small> San Jose CA 95113 <small>BRANCH NAME:</small> Family		
<small>PLAINTIFF/PETITIONER:</small> Celine E. Lerman <small>DEFENDANT/RESPONDENT:</small> Mikhael Y. Lerman		
DECLARATION		<small>CASE NUMBER:</small> 22FL000408

Judicial form for :

- ☒ [9] RESPONSE TO PETITIONER-WIFE'S DECLARATION AND MOTION TO SET
ARRAIGNMENT HEARING AND MOTION FOR CONTINUANCE
- ☒ EXHIBIT LIST
- ☒ Exhibits F to W, LA (18 items)

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

Date: 1/2/2023

Mikhael Y. Lerman

(TYPE OR PRINT NAME)

(SIGNATURE OF DECLARANT)

- ☐ Attorney for ☐ Plaintiff ☐ Petitioner ☒ Defendant
☐ Respondent ☐ Other (Specify):

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EXHIBIT Q

Certification of Translation Accuracy

Translation of **Deed of donation - ISZURIN** from **French** to **English**

We, ImmiTranslate, a professional translation services company with corporate membership to the American Translators Association (Member ID #268442), hereby certify that the above-mentioned document has been translated by an experienced, qualified and competent professional translator, fluent in the above-mentioned language pair and that, in our best judgment, the translated text truly reflects the content, meaning, and style of the original text and constitutes in every respect a complete and accurate translation of the original document. This document has not been translated for a family member, friend, or business associate.

This is to certify the correctness of the translation only. We do not make any claims or guarantees about the authenticity or content of the original document. Further, ImmiTranslate, assumes no liability for the way in which the translation is used by the customer or any third party, including end-users of the translation.

A copy of the translation is attached to this certification.



Ian Hawes

Managing Partner

ImmiTranslate, LLC

Dated: December 21, 2022

I, **Pierre Brunel**, am competent to translate from **French** into **English**, and certify that the translation of **Deed of donation - ISZURIN** is complete and accurate. This document has not been translated for a family member, friend, or business associate.



Pierre Brunel

Translator

ImmiTranslate, LLC

Dated: December 21, 2022



[Stamp: S. C. P. - Professional civil company - B. LEMOGNE & B. LEVESQUE - Partner Notaries Public - 204 Boulevard Voltaire - BP 361 - 75526 PARIS CEDEX 11 - Phone: 01 44 93 10 80 - Fax: 01 44 93 40 65] [Stamp: Punished at the 3rd Office of mortgages of PARIS - On 08/27/1999 - Volume: 1999 P - N° 5857]

THE YEAR NINETEEN NINETY-NINE,

On August fifth,

Maitre Bernard LEMOGNE, undersigned notary public, partner of the Professional Civil company "Bernard LEMOGNE and Bertrand LEVESQUE, partner notaries, owners of a notarial practice in Paris 11th district at, 204 boulevard Voltaire,

Has registered in its authentic form, the present deed pertaining to the:

CONJUNCTIVE DONATION - SHARING

STANDARDIZED PART

AT THE REQUEST OF:

I. THE DONORS

Mr. ISZURIN (Maurice Majer Wolf), retired, born March 21st 1932 in Moyeuvre-Grande (Moselle), and Mrs. BRESLER (Henriette Hendel), retired, unemployed, born June 11th 1930 in Paris 12th district, both residing in Paris 10th at 81 rue de Maubeuge.

Married in first marriage under the regime of the community of movable and acquired property, for the lack of a prenuptial agreement, entered into prior to their union solemnized the town hall of Paris 9th district on May 26th 1961, unchanged to date.

Personally attending.

Hereinafter referred to as "The DONORS".

II. THE DONEES

- Mr. ISZURIN (Etienne-Charles), export manager, born on February 19th 1963 in Paris 12th district, residing in Nancy (54000) at 16 rue de Army Patton, divorced in sole marriage from Mrs. VOROBIEVA (Larissa), pursuant to a judgment ruled by the District Court of Paris as of October 23rd 1997.

Personally attending.

- Mr. ISZURIN (Gérald Gabriel Eric), human relations assistant, born May 28th 1965 in Neuilly-sur-Seine (Hauts-de-Seine), residing in Paris 11th district at 27 rue Oberkampf, single.

Personally attending.

[Translator's note: end of page 1]

- Madame ISZURIN (Céline Emmanuelle), French teacher, born on October 9th 1967 In Neuilly-sur-Seine, residing in Sunnyvale (California - United States of America), at 965 Helena Drive, wife of Mr. LERMAN (Mikhael Yahouchouh). Married in sole marriage under the regime of the limited community of property, for the lack of a marriage contract entered into prior to her union solemnized in the town hall of Paris 10th district on October 17th 1990, unchanged to date.

Personally attending.

Hereinafter referred to as "The DONEES" or "The CO-PARTITIONERS".

WHO, prior to the donation-sharing subject of the present donation - sharing, have stated as follows:

STATEMENT

Marriage and posterity of donors

Mr. and Mrs. ISZURIN entered into marriage, both in first marriage, in the town hall of Paris 9th district, on May 26th 1961.

From their union were born four children, only three children are CO-PARTITIONERS to the present deed, Miss ISZURIN (Judith Arielle Paule), born on December 20th 1969 having died, without posterity, in Paris 13th district , on February 11th 1986, as it has been declared by the parties.

DONATION

The DONORS have hereby proceeded to an inter vivos donation as an advance sharing, in accordance with the provisions of the articles 1075 and following of the Civil Code,

To the CO-PARTITIONERS, their only heirs presumptive, donees in equal shares, of the BARE OWNERSHIP of the properties designated as follows, in view to bring together the usufruct upon the death of the surviving DONOR:

ESTATE TO BE DONATED AND SHARED

The BARE OWNERSHIP of the properties designated hereinafter:

Common properties

City of Paris 10th district

The real estate property and rights designated underneath, dependent on the building located at 81 rue de Maubeuge and at 37 rue de Dunkerque, at the corner of these two streets, cadastral section AB n 56, for 6a and 09ca, (600.9 square meters) having been subject to co-ownership regulations - descriptive statement of division established in accordance with the deed registered by Me. CHARDON, notary public in Paris on July 10th 1967, published at the 2nd Office of Mortgages of the Seine Department on September 19th 1967, volume 7085 N° 11,

[Translator's note: end of page 2]

modified according to the deed registered by Me. TEXIER, notary public in Paris on January 24th 1986, published at the 3rd 2nd Office of Mortgages of Paris on February 10th 1986, volume 1986 P N° 676, amended following a deed registered by Me. TARRADE, notary public in Paris, on January 7th 1997, followed by a certificate of rectification by the said notary, dated on March 5th 1997, published in the aforementioned Office of Mortgages, on March 17th 1997, volume 1997 P N° 2074 and 2075.

LOT NUMBER SIXTEEN (16)

On the fifth floor on rue de Maubeuge, an apartment including: an entry hall, a hallway, three corridors, a kitchen, a dining room, a living room, an office, three bedrooms, a bathroom, two water closets.

And the 674 / 10,000th of the general common areas of the building.

LOT NUMBER FORTY-SIX (46)

In the basement, a cellar bearing number ten of the blueprint. And the 12 / 10 000th of the general common areas of the building.

LOT NUMBER EIGHTEEN (18)

On the sixth floor on rue de Maubeuge, a bedroom, located on the right side of common water closets.

And the 26 / 10,000th of the general common areas of the building.

LOT NUMBER NINETEEN (19)

On the sixth floor on rue de Maubeuge, a bedroom, located on the right side of common water closets.

And the 26 / 10,000th of the general common areas of the building.

The aforementioned property have been assessed as much as ONE MILLION EIGHT HUNDRED THOUSAND FRANCS in full ownership, i.e. ONE MILLION FOUR ONE HUNDRED AND FORTY THOUSAND FRANCS for bare ownership,

This: 1,440,000 F

TOTAL of the estate to be donated and shared: ONE MILLION FOUR HUNDRED FORTY THOUSAND FRANCS for bare ownership

This: 1,440,000 F

OF WHICH ONE THIRD 1/3

Is of 480,000 F

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RIGHTS OF CO-PARTITIONERS

Each of the CO-PARTITIONERS is entitled to one-third of the estate to be shared, i.e. the sum of FOUR HUNDRED AND EIGHTY THOUSAND FRANCS, as stated above.

[Translator's note: end of page 3]

NATURE AND SHARE OF DONATED RIGHTS

The goods presently donated belong in full ownership to the DONORS, together or separately according to the distribution made from the estate to be donated and shared, and as it will be explained in the origin of property.

RELATIVE EFFECT

Acquisition, deed by Me. CHARDON, notary public in Paris, as of April 22nd 1971, published at the 3rd Office of mortgages of PARIS on May 26th 1971, Volume 77 N° 11.

SHARING

By consent of all parties, sharing of property included in the aforementioned estate was made by forming lots and their allocation to CO-PARTITIONERS as follows:

FIRST LOT

The first lot, allocated to Mr. Etienne Charles ISZURIN, is composed of:

The BARE OWNERSHIP of one undivided third of the lots n° 16, 46, 18 and 19, depending on the building located in Paris 10th district at 81 rue de Maubeuge,

For their assessed value of FOUR HUNDRED AND EIGHTY THOUSAND FRANCS,

This : 480,000 F

Whole: 480,000 F

=====

TOTAL equal to its rights.

SECOND LOT

The second lot, allocated to Mr. Gérald ISZURIN, is composed of:

The BARE OWNERSHIP of one undivided third of the lots n° 16, 46, 18 and 19, depending on the building located in Paris 10th district at 81 rue de Maubeuge,

For their assessed value of FOUR HUNDRED AND EIGHTY THOUSAND FRANCS,

This : 480,000 F

Whole: 480,000 F

=====

TOTAL equal to his rights.

[Translator's note: end of page 4]

THIRD LOT

The third lot, allocated to Mrs. LERMAN, is composed of:

The BARE OWNERSHIP of one undivided third of the lots n° 16, 46, 18 and 19, depending on the building located in Paris 10th district at 81 rue de Maubeuge,

For their assessed value of FOUR HUNDRED AND EIGHTY THOUSAND FRANCS,

This : 480,000 F

Whole: 480,000 F

= = = = =

TOTAL equal to his rights.

ACCEPTATION OF DONATION - SHARING

This donation - sharing is respectively and expressly agreed and accepted by the DONORS and CO-PARTITIONERS, pursuant to what has been said above.

CHARACTER OF THE DONATION - SHARING

This donation - sharing is being agreed as part of prepayment of inheritance in accordance with article 1077 of the Civil Code.

CALCULATION METHOD OF THE AVAILABLE SHARE

For the calculation of the available share at the death of the DONORS, the property donated will be counted for their value to date, in accordance with article 1078 of the Civil Code, whose conditions of application are met.

STIPULATION OF THE RIGHT OF RETURN

The DONORS expressly reserve at their profit, as far as each of them is concerned, the right of return provided by article 951 of the Civil Code on all property donated by them, in the event that the DONEES or one of the DONEES, would come to die before them or one of them, without children or descendants and in the event that the children or descendants of the said DONEES would themselves come to die without posterity before the DONORS, without it be distinguished between legitimate, natural or adoptive descendants.

However, this reservation shall not impede the effect of any donations or bequests of usufruct that each of the DONEE has been or will be able to do in favor of his spouse should he / she enter into marriage.

[Translator's note: end of page 5]

For the exercise of this right of return, it is formally agreed that each DONOR will take back the property in the concerned lot, notwithstanding their origin, but in proportion of his contribution to the estate to be donated and shared.

For the calculation of this proportion, will be taken into consideration the value and condition of the goods on the day of the donation - sharing.

The possible exercise of the conventional right of return thus reserved shall never challenge the attributions made to the surviving DONEES, who, on the contrary, will be fully maintained.

PROHIBITION OF ALIENATION AND MORTGAGE

Due to the right of return and the reserve of usufruct stipulated herein, the DONORS formally forbid the DONEES to alienate and mortgage the real estate donated, during the lives of DONORS, without their consent, under penalty of nullity of alienations and mortgages and of revocation of the present donation - sharing.

TERMS AND RESPONSIBILITY

This donation-sharing occurs under various charges and conditions which will be developed in the rest of the standardized part of the present deed.

PROPERTY - ENJOYMENT

The CO-PARTITIONERS will be owners from this day on of the property donated under the terms of this deed and included in their allocation.

However, they will only have the enjoyment of it from the date of death of the surviving DONOR, who reserves the usufruct as long as they are alive during and stipulate the usufruct of the donated property for the benefit and until the death of the survivor of them, which is accepted by each of them.

The DONORS will exercise this usufruct, for its entire duration, with due care, and without being required neither to provide security, nor to have a statement of the donated property issued. Respective rights and duties of the usufructuaries and DONEES during this usufruct are specified in the paragraph "CHARGES AND CONDITIONS" which is included after the standardized part of this document.

Upon extinction of the usufruct, the enjoyment of DONEES will be exercised, either by collection of rents, if the donated property is then leased, either by taking possession real if they are free to rent or occupy.

It is further specified that if the donated property are then occupied by the surviving DONORS, his heirs and representatives will have a period of four months 4 from the day of death to make it free and transfer the enjoyment to the attribute DONEE without compensation.

[Translator's note: end of page 6]

TAX RETURNS

A - Previous donations

The DONORS state that they have not consented before this day any donation to DONORS in any way and form whatsoever.

The DONEES confirms this statement as and when required and therefore ask to benefit from legal tax allowance.

B - Family status

The DONORS state that they have no other living children than the DONORS. For their part, the DONORS declare, as far as each of them is concerned, having no more than two children.

C - Taxation

1. Transfer tax

The value of the goods donated to each DONEE not exceeding the amount of the legal allowances, this donation - sharing does not give rise to the collection of free transfer duties.

Fees: none.

2. Advertisement fees

a) Land registration tax

0.60 % x 1,440,000 F =	8,640 F
2.50 % x 8,640 F =	216 F

	8,856 F
	=====

b) Curator's wage

0.10% x F1,440,000 =	1,440F
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End of standardized part

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[Translator's note: end of page 7]

CONTINUATION OF THE DEED

URBAN PLANNING

The parties declare that they are fully aware of the situation of the real estate subject of the present deed, with regard to the applicable urban planning regulations of the concerned municipality.

Consequently, they exempt the undersigned notary from requesting the usual urban planning information concerning the said property, releasing him from all liability in this regard in the event that administrative easements or urban planning operations, including encroachments, would subsequently be revealed, or also in case works or contributions would be imposed.

MORTGAGE SITUATION

The DONORS declare that the property subject of this donation - sharing are free of any special real estate privilege and of any conventional, judicial or legal mortgage.

TERMS AND RESPONSIBILITY

This donation - sharing is granted and consented under the following charges, clauses and conditions that the parties, commit to execute and accomplish, as far as each of them is concerned, namely:

1. THE DONEES: the buildings allocated to them in the condition they will be the day of their entry into possession, without being able exercise any appeal against each other, based on the poor condition of the buildings, ground or basement, or hidden defects, or for difference between the indicated capacity and the real one; this difference, whatever it may be, having to make the profit or loss of the donee.

2. They will be subject to passive servitude, apparent or hidden, continuous or discontinuous that may encumber the said property, except in defense of it and to take advantage of active ones, if any; all at their own risk, without appeal against each other or against the DONORS.

In this regard, the DONORS declare that the donated property are not as far as they are aware of, subject to any easement other than those that may result from the Law, from the statements herein, from the natural situation of the premises, deed of property and urban planning and development plans.

3. The DONORS will maintain donated property in good condition of repair and maintenance for the time of the usufruct and the survivor of them shall transfer them at the end of this usufruct, in good condition of repair and maintenance.

In addition, the DONORS must make at their own expense, the major repairs that lie with the bare owner as provided by the article 605 of the Civil Code, by way of derogation from the present deed.

[Translator's note: end of page 8]

4. The DONORS will continue or terminate, depending on how they will advise fire and other risk insurance contracts concerning given properties and will pay the premiums from the day of expiration of the right of usufruct reserved by the DONORS, in a way that the heirs and representatives of the survivor of them should not have to worry about this matter.

As far as they are concerned, the DONORS commit to continue until the day of the extinction of the reserved usufruct, the insurance subscribed by them to cover risks related to the use or possession of the donated property and to pay all of the premiums.

5. The DONEES will pay from the day of the extinction of the reserved usufruct, the taxes and contributions of any kind to which the donated property may and will be subject to.

6. The DONEES, if the donated property are free for rental upon expiration of the reserved usufruct, will continue from that time, all subscriptions to water, gas and electricity and other supplies or will terminate them at their own expenses.

ORIGIN OF OWNERSHIP

From the Head of DONORS

The donated property belong to the DONORS as they acquired them from Mr. PAILLARD TURENNE (Bernard Eugène Albert), born on November 27th 1924 in Paris 10th district , divorced in first marriage of Mrs. FINOT (Claudine Héléne), in a second marriage, husband of Mrs. ERATH (Antoinette Annette Jeanne), residing in Malnoue (Seine-et-Marne), at Clos de l'Aumone, for the main price of ONE HUNDRED AND THIRTY THOUSAND FRANCS paid cash, including SIXTY THOUSAND FRANCS by subrogation of the CAISSE D'EPARGNE ET DE PREVOYANCE, under the terms of a deed registered by Me. CHARDON, notary public in Paris, on April 22nd 1971, published at the 3rd Office of mortgages of PARIS as of May 26th 1971, Volume 77 n° 11, with inscription of privilege of money lender on the same day, volume 1204 n° 31, as a security of the main price of 60,000 F, expiring on May 5th 1983.

The statement issued on this formality was not registered by the undersigned notary public.

Upon the said deed of sale, the seller declared to be married under the regime of separation of property, under the terms of her prenuptial agreement registered by Me. BURTHERMIQUE, notary public in Paris on December 18th 1952.

PREVIOUS ORIGIN

The origin of prior ownership is not reported to present 4 the express request of the parties; she is related to the aforementioned act to which the parties declare that they wish to refer and expressly exempt the undersigned notary from relate the terms herein.

[Translator's note: end of page 9]

FORMALITIES

Registration - The present deed will be subject to the formality of registration.

Land registration - It will also be published at the competent Office of mortgages.

To that end, the parties, acting in a common interest, give all powers to Mrs. Nicole LEMOGNE and Miss Nadine BALDUCCI, notary clerks, residing in PARIS 11th district at 204 Boulevard Voltaire, with the ability to act together or separately, to sign any additional or amending acts hereof, in order to put them in harmony with the documents of conservation of the land registry and Office of mortgages.

If during the accomplishment of this formality, mortgage charges were revealed due to the DONORS or to one of them or due to previous owners, the DONORS commit to have the donated property freed from the said charges and to provide justification to the donees within the month following the amicable report that will have been made to him at the aforementioned address for service.

In addition, they must compensate the said donee for all costs that may incur to the latter for this purpose.

Notification to co-ownership syndicate - In accordance with the requirements of the Article 6 of the Decree N° 67-223 of March 17th 1967, notification of the present deed will be made immediately, at the diligence of the undersigned notary public, to the co-ownership syndicate of the property located in Paris 10th district at 81 rue de Maubeuge, i. e. Cabinet DUTHOIT located in Paris 10th district at 150 rue Lafayette.

In this regard, the donee commits to perform the obligations resulting from the rules of co-ownership of the concerned property.

The parties also expressly agree as follows:

- The donee will only pay from the day of the expiry of the right of usufruct reserved by the DONORS, the current co-ownership charges to which the concerned property is subject.
- Until the day of extinction of the reserved usufruct, the DONORS will continue to bear the cost of all works which will be voted by the Assembly of co-owners.
- Pending legal proceedings, if any, brought both by the Syndicate of co-owners and against it, as well as the resulting costs will be exclusively borne by the DONORS and their results will cause their loss or their profit until the day of the extinction of the reserved usufruct.

[Translator's note: end of page 10]

STATUS AND CAPACITY

The parties confirm as accurate the indications appearing at the top of the present deed as far as their identity is concerned and add:

That they are French citizens.

That they usually reside in France.

That their first and last names have never been changed.

That they are not and have never been in a state of insolvency, nor submitted to a proceeding of reorganization or judicial liquidation or any other similar proceeding.

That they are not on a banking blacklist, with judicial advice or affected by the provisions of the Law N° 68-5 of January 3rd 1968 on incapacitated adults.

That they are not covered by the dispositions of articles 220/2, 220/3, 1426 and 1429 of the Civil Code.

And in general, that they are not affected by any incapacity to contract which may impede the present deeds.

SECURITIES

Due to the usufruct reserve stipulated above, the DONORS will keep as long as they are alive the deed of property of the concerned property, but the DONORES will be subrogated to the right to be delivered at their own expense those they might need.

FRESH

All costs, charges and fees herein and those that will result from as a consequence of the present deed will be borne by the DONORS who commit to do so.

ADDRESS FOR SERVICE

For the execution of the present deed and its continuation, the parties chose an address for service at their respective homes.

STATEMENT OF SINCERITY

The parties have separately affirmed under the penalties provided by the article 1837 of the General Tax Code that this deed reflects all of the agreed assessments; they acknowledge having been informed by the undersigned notary public of the penalties incurred in case of inaccuracy of this statement.

[Translator's note: end of page 11]

The undersigned notary public further affirms that, to his knowledge, the present deed is neither modified nor overruled by any counter-letter including stipulation of an additional payment in cash.

DULY REGISTERED established on twelve pages.

Drafted and executed in Paris 11th district at 204 boulevard Voltaire,

In the notarial practice,

On the aforementioned day, month and year.

The present deed has been read aloud to the parties who recognize it before their signatures was collected by the undersigned notary public.

And the notary public has signed it on the same day.

Signatures follow.

THEN THE FOLLOWING MENTIONS IS AFFIXED:

Registered in Paris-Ste-Marguerite,

On August 10, 1999

Coversheet: 206 N° 2

Receipt: None

(signed): J.-L. FASSEL

FOR SIMPLE COPY.

[Translator's note: end of page 12]