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FILED
Clerk of the Superior Court
AUG 27 '08

Attorney for Petitioner – Dianne York-Goldman

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN DIEGO-NORTH COUNTY JUDICIAL DISTRICT

In re the Marriage of:

Petitioner: DIANNE YORK GOLDMAN

And

Respondent: MITCHEL P. GOLDMAN

DN 149 413

DECLARATION OF DIANNE YORK-GOLDMAN IN SUPPORT OF ORDER TO SHOW CAUSE; REQUEST FOR ORDER SHORTENING TIME

Date: 8/27/08
Time: 10:30 A.M.
Dept.: 401 B Street, Ste 2100
San Diego CA 92101
JAMS
Judge: Hon. William J. Howett (Ret.)

I, Dianne York-Goldman, hereby declare as follows:

I am the Petitioner in the above-entitled matter. If called upon as a witness could and would testify competently to the following:

1. This declaration is in support of the Order to Show Cause filed herewith with the following requests:

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A. Order for Postponement of the sale of Vitaphenol;

B. Order to Relieve the Special Master, Richard Annis, Esq., due to costs;

C. Order directing Receiver, Dan Close, to cooperate in facilitation and signing re-finance documents of the Fay Avenue Commercial Property and the Dolphin Place community residence, or in the alternative, the Court appoint an Elisor to sign on his behalf; and

D. Order for Spousal Support.

2. As to Postponement of the sale of Vitaphenol:

Vitaphenol is a skin care line that I developed with natural ingredients. It is pharmaceutical grade. Studies have been done by a research team. Results were so good that they have been published in peer-related medical journals with before and after photographs. Vitaphenol is a word I created and trademarked and patented and created a formula that equals Vitaphenol. I have contacted a lab and the lab has incorporated Vitaphenol into my DYG make-up line. The Vitaphenol line and has eight different skin care products. I believe that a company, which is friends of Mitchel Goldman, are attempting to purchase the Vitaphenol product line.

La Jolla Spa MD is commencing a national TV show. This would be the proper place to highlight the Vitaphenol for marketing purposes. At minimum, sales would be four times as much after visibility on such a program of that magnitude. The skin care line should not be for sale at this time. We need all the products at the time of the television show so that we can make the most amount of money. Vitaphenol can become a household name such as Botox.

As such, I do not believe any decisions should be made with respect to the business or the sale of any product line based upon the Receiver or any information Respondent may be giving him while I am out of the building and cut-off from the businesses.

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1 **3. As to Spousal Support:**

2 I have not received any spousal support nor have any orders been entered since the
3 dissolution of marriage was filed. I am informed and believe that Dr. Goldman earns
4 \$100,000.00 on speaking engagements alone each month. In addition, Dr. Goldman takes a bi-
5 weekly salary from La Jolla Spa MD. I am requesting spousal support based on my needs and
6 the disparity of income. I have filed herewith a current income and expense declaration.
7

8 **4. As to Relieving Special Master Richard Annis due to costs:**

9 From a business aspect, I don't believe La Jolla Spa MD can afford to continue retaining
10 both the special master Richard Annis and Dan Close the receiver. I am informed and believe
11 Mr. Annis has been paid over \$30,000.00 that I am aware of to date. I am informed and believe
12 that Mr. Annis is having surgery for his knees and I don't believe he will be effective. It is my
13 understanding he will be working from home for the next couple of weeks.
14

15 The receiver and the special master are duplicating each other. In addition, I believe Mr.
16 Annis is uninformed and unable to really assist in any way. For example, I signed a contract with
17 a television show producer nearly one year ago as did Respondent. Recently, NBC television
18 bought the rights to that signed contract and began to demand that Respondent and I perform our
19 obligations under said contract. The contract was for the shooting of a reality television series
20 which will be filmed at the La Jolla Spa MD.
21

22 I agreed to perform under the contract but Respondent began to use this contract as leverage
23 in our divorce. He sent an email saying he "would not let Dianne back in the building" until a
24 marital settlement was achieved. Mr. Annis, not aware that there were any signed contracts, and
25 without so much as a phone call to my counsel, wrote a very rude and sarcastic email saying that
26 he did not believe we were obligated and that he had requested George Clooney to play his part.
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1 I have spent nearly my entire life developing my career, my businesses, my make up and skin
2 care line and this will all be showcased on the reality television series which will begin shooting
3 in the next few weeks.

4 I do not believe Mr. Annis or Mr. Close have any idea how to run my businesses. I do not
5 believe that they understand the Vitaphenol product line, trademark, etc., and I do not believe
6 that selling this line and the trademark is a sound business decision with the shooting of a reality
7 television series pending.

9 For these reasons, I request that costs be reduced by relieving both positions, however, in the
10 alternative at the very least only the receivers remain in tact. I believe it is very expensive to
11 continue to retain both positions and Mr. Annis clearly has a bad attitude toward this case.

13 In addition, I believe my attorney discredited Mr. Annis' entire declaration during our last
14 hearing. I sat while my attorney used Mr. Annis' declaration to cross-examine him and the
15 following statements by Mr. Annis were totally false – or he had no basis for them.

- 16 1) I mailed advertisements of Dr. Marks to customers after June 30, 2008;
- 17 2) I scheduled appointments for Dr. Marks at the Spa after June 30, 2008;
- 18 3) My business entity lost over \$400,000 over a certain period of months;
- 19 4) I violated the court order made on June 30, 2008 by “competing” with the medical
20 entities.
- 21 5) He had no idea what the management capabilities or the background of any of the
22 “management” team he left in place were;
- 23 6) Mr. Close intends to have an “immediate” inventory of product and equipment.

24 Under cross-examination, it became apparent that Mr. Annis had no idea what the profit
25 and loss numbers were as to the Spa entity. Mr. Annis had no idea when the
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1 advertisements were mailed out, when Dr. Marks had been contracted with, scheduled,
2 etc., and when and if I had violated any portion of the court's June 30, 2008 order. Mr.
3 Annis did not know that Respondent and I had signed contracts for the reality television
4 series.

5
6 For the Court's edification, attached in the Notice of Lodgment filed herewith are email
7 correspondences to and from Richard Annis.

8 **5. Request for Receiver, Dan Close, to cooperate in signing documents for re-finance**
9 **for Fay Avenue Property and Dolphin Residence, or in the alternative, appoint an elisor to**
10 **sign on his behalf.**

11
12 Since March, I have been attempting to obtain re-financing on the Fay Avenue Property,
13 which is my sole and separate property and re-financing on the Dolphin Residence. I have
14 requested that counsel for the Respondent have his client execute the re-finance documents. To
15 date this has not been accomplished. I have obtained lower rate loans for both mortgages
16 reducing the payments per month making it more affordable for the same amount of money.

17
18 I believe that the Receiver has delayed in responding to the refinance company and therefore
19 I am unable to expedite this re-financing. Time is of the essence. It was agreed at the last court
20 hearing that re-financing would take place. This still has not occurred. I request that the
21 Receiver cooperate with the Refinance Company and sign the documents forthwith or in the
22 alternative that the Court appoints an elisor to sign on his behalf.

23
24 **6. Requests for Order Shortening Time on hearing:**

25 I am requesting an order shortening time for the hearing on these issues be set as soon as
26 possible. All these issues are time-sensitive and are increasing the cost of doing business. From
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1 a business standpoint it is important that the Court expedite hearing in this matter so not to cost
2 La Jolla Spa MD unnecessary monies.

3 **7. Additional Requests:** I request a bifurcation of the marriage. I request to freeze the
4 Florida accounts.

5 **8.** Further, our investigation during the dissolution has produced numerous pieces of
6 evidence that Respondent has acted fraudulently with respect to both our domestic finances, etc.,
7 as well as with respect to the businesses. For example:

- 9 1. FRAUD – Quickbooks and an accounting will reflect a 9.0 Million dollar discrepancy
10 (2005 and 2006) in the corporate books. Mitchel Goldman is responsible for this huge
11 discrepancy.
- 12 2. FRAUD – Mitchel Goldman fraudulently claims that he put 750K in Fay Avenue
13 Properties to gain ownership in 2004. Mitchel Goldman did not put any monies into Fay
14 Avenue properties in 2002. I contributed over 1.0 million into Fay Avenue properties to
15 purchase the business with pre-marital funds (separate property) in 2002.
- 16 3. FRAUD – Embezzlement community funds in 2005, Mitchel Goldman concealed
17 purchase of Florida real estate, which was discovered in 2007 by Estate Planning attorney
18 George Demoose.
- 19 4. Mitchel Goldman gives community property to his family without my knowledge. For
20 example, Mitchel Goldman obtained a line of credit into \$350 K through Regents Bank
21 falsely stating he put it into a business (DCLA). Of the 350K, \$120,000 of that was
22 transferred to his children. Now, our community corporations are paying off the lines of
23 credit.
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5. LEASE BACKS: Mitchel Goldman falsely represented to US BANK CORP properties that he really did not own. For example, a company named KORVUE SOFTWARE, which we do not own, was used as an asset falsely. This falsehood was used to create the illusion that Mitchel Goldman has more income to his practice.

6. Mitchel Goldman stated under the penalty of perjury on his Declaration of Disclosure that he purchased for me 1.0 million in jewelry during the marriage. The truth is, I purchased approximately \$28,000.00 in jewelry with my pre-marital assets for myself.

7. Mitchel Goldman perjured himself to Judge Janis Sammartino, on the record, in a previous dissolution of marriage, which his former wife, Hedy Goldman, stole his coin collection which he alleged was worth \$160,000. Judge Sammartino believed his story and ordered Hedy to re-pay him \$34,000.00 for the "missing" coin collection. I know this to be an untruth; he had the coin collection all along. Said collection was given to my former attorney.

8. Mitchel Goldman has taken community funds and placed them in his deceased father's name, Arnold Goldman and his deceased grandparent's name, Frank and Anna Goldman.

There are more fraudulent actions to the community, too many to list.

8. Additional information for the Court: Fact or Fiction:

A. Counsel for Respondent has repeatedly stated to the Court that I had facilitated a "lockout" of the business and this is a blatant untruth;

B. I have been accused of refusing to cooperate to sign the 2007 tax returns. The 2007 tax returns are not yet completed. This can be confirmed with a copy of email from Ernest Howard, CPA;

1 C. I have been accused of not providing Profit & Loss Statements. The truth is I have not
2 been able to provide them because I have not been able to complete them as of today's date
3 because I do not have accurate information to provide them;

4 D. I did not call the Allergan representative as accused by counsel for the Respondent, the
5 special master and the receiver. My cell phone records will be provided upon request; and
6

7 E. I have not hired doctors after the June 30th hearing. I have been accused of same;

8 F. There is no evidence that I lost the \$400,000.00 from the Spa as alleged by the special
9 master. That is false;

10 G. As I am not allowed into the business, La Jolla Spa MD is retaining my personal mail,
11 business mail and telephone calls that should be provided to me. I believe employees of the Spa
12 are defaming and damaging my integrity. I have declarations to provide to the Court;
13

14 H. Hostile takeover. Certain Spa employees who accountable to me were all terminated.
15 Products were sold in the medical portion of the business in direct competition with the spa.
16 Even though an order was entered by this Court that the spa not be permitted to 'compete' with
17 the medical entities, the medical entities conducted activities in direct competition with the spa.
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19 I. Death threat and blind threat have been received in my post office box. I will provide
20 copies to the Court upon request; and

21 J. The fact is: On February 18, 2008, Mitchel Goldman came in my office and assaulted me.
22 I have the hospital report and the police report to back it up. The fiction is: Mitchel Goldman
23 told the Court that he was in my office and I assaulted him. I want the Court to be made aware
24 of this. I want the Court to see the police report and the discrepancies. The Court needs to know
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1 that my former attorney advised me if I had Mitchel Goldman arrested on February 18, 2008, he
2 would "fire" me as a client. 

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

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7 Date:


DIANNE YORK-GOLDMAN

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