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9 **SUPERIOR COURT OF CALIFORNIA**
10 **COUNTY OF SAN DIEGO- NORTH COUNTY JUDICIAL DISTRICT**

11 In re the Marriage of:

12 Petitioner: DIANNE YORK-GOLDMAN

13 And
14

15 Respondent: MITCHEL P. GOLDMAN
16
17
18

Case No.: DN 149413

**SUPPLEMENTAL
DECLARATION OF
DIANNE YORK-GOLDMAN RE:
OSC**

**Date:
Time:
Dept. JAMS
Hon. William J. Howett, (Ret.)**

19
20 I, Dianne York-Goldman, hereby declare as follows:

21 1. I am the glue that has kept La Jolla Spa MD, Cosmetic Vein Surgery Center (CVSC),
22 and Dermatology Cosmetics Laser Associates (DCLA) together. While Mitch Goldman has
23 been traveling throughout the world lecturing; I was the one at La Jolla Spa MD running the
24 business smoothly and efficiently. (See attached Exhibit A, Mitch out-of-office). The Court
25 continues to be misinformed about the person able to manage La Jolla Spa MD.
26

27 2. I own the building known as Fay Avenue Property, LLC at 7630 Fay Avenue, La
28 Jolla, California 92037 where the La Jolla Spa MD is located. The Fay avenue property was

DECLARATION OF DIANNE YORK-GOLDMAN

1 purchased by my separate property funds. My ownership is evidenced by the source documents
2 which show which funds purchased the property. These source funds include Dianne York
3 inheritance in the amount of \$913,987.00, \$90,000 from the Dianne York-Goldman Trust
4 account, and \$25,000.00 and \$21,013.00 from the Dianne York-Goldman's Trust. (See attached
5 **Exhibit U, Dianne York Inheritance that purchase Fay Avenue Properties \$913,987.00 on**
6 **July 17, 2002 from Dean Witter Reynolds, Inc., June 14, 2002 \$90,000 From Dianne York**
7 **Goldman Trust account, July 3, 2002 \$25,000, July 18, 2002 \$21,013.00; La Jolla Spa MD**
8 **Quickbook entries indicating down payment for Fay Avenue Property from Dianne York-**
9 **Goldman's Trust)**
10

11
12 3. I am the face and the force behind La Jolla Spa MD. I conceptualized the concept of
13 medical spa. It was my idea to create a spa and a medical practice together into what I named La
14 Jolla Spa MD. I initiated the paperwork, by that I mean I incorporated the LLC, the trademark
15 and logos. This new reality TV Show is not a replacement for La Jolla Spa MD and in no way
16 am I giving up my spa, staff, trademark or building for a Television Reality show. I have too
17 many exhaustive years with my own sweat and tears invested in La Jolla Spa MD and too much
18 of my personal pre marital and inheritance money invested in this project.
19

20 4. Mitchel Goldman's attorneys have attempted to make me appear as a non-business
21 person, which is a grossly inaccurate representation of me and my abilities. Mitchel Goldman
22 does not know the first thing about managing a business let alone scheduling a medical staff.
23 Since the date of separation, (January 8, 2008) when I was barred from managing all entities,
24 Mitchel Goldman has traveled days and weeks leaving the medical facility with a full team of
25 doctors and nurses with nothing to do in his absence. The overhead has cost the corporations
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1 hundreds of thousands of dollars resulting in empty and/or under utilized treatment and operating
2 rooms.

3 5. It seems that Milan Dimich has instigated others to sue me. He has told many vendors
4 that I am 100% responsible for bills. **(See attached Exhibit B, Email from Dina Grant).**

5
6 6. Under the supervision of Special Master Richard Annis and Court Receiver Dan
7 Close; Lillian Wills, Mitchel Goldman's Chief Financial Officer, told Thomas Marosz, a glass
8 artist, to sue me. Tuesday morning, September 9, 2008 I was in small claims court in El Cajon
9 with Thomas Marosz. The Judge informed Mr. Marosz that he had sued the wrong person, that
10 Roel Construction should have been the one sued; not me and the Judge dismissed the case
11 against me. **(See attached Exhibit C, Thomas Marosz postcard and Small Claims Court**
12 **Case Number 37-2008-00021566-SC-SC-EC)**

13
14 7. It is my understanding that Commercial Press-RR Donnelly Co. and Precision Litho
15 are all being told to sue me. Precision Litho is a printing company that has done much printing
16 for DCLA and CVSC, yet the bills were inappropriately billed to La Jolla Spa MD. Also, the
17 medical phone number: 858-459-7011 has been placed on La Jolla Spa MD collateral. This
18 number goes directly to medical and bypasses La Jolla Spa MD. Yet, La Jolla Spa MD is
19 receiving the bills for this changed order. **(See attached Exhibit D, label and Happy Birthday**
20 **postcard from La Jolla Spa MD showing the medical phone number).**

21
22 8. I am informed and believe Mitchel Goldman, Milan Dimich, Lillian Wills and Cynthia
23 Kirwan created needless lawsuits: for example The San Diego Chargers, Thomas Richmond and
24 Thomas Marosz were told to sue me by Lillian Wills. These lawsuits could have all been handled
25 without litigation. Lawrence Kouns from Luce Forward was more than willing to negotiate;
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1 however, he was told to sue me by Milan Dimich. (See attached Exhibit E, Charged
2 **Complaint**)

3 9. It is my understanding that Mitchel Goldman and Lillian Wills deliberately did not
4 pay vendors such as Precision Litho, Commercial Press-RR Donnelly Co. and numerous other
5 bills. Lillian Will's job is to pay out accounts. Unbeknownst to me, she did not pay numerous
6 bills, including my small medical bills unpaid throughout the years of 2007 and 2008. This
7 affected my credit score, causing my credit score to fall more than 200 points. (See attached
8 **Exhibit F, Precision Invoices and Email from Commercial Press-RR Donnelly Co.**)

9
10 10. To my knowledge 2007 Past due chiropractic bills went overdue and I chose to pay
11 them to bring the account current fee enclosed. Check number 1404 for the amount of \$520.00
12 and check number 1405 for the amount of \$208.00.

13
14 11. (See attached Exhibit G, Water Bill) Mitchel Goldman presented the court with a
15 water bill dated September 2, 2008 stating the \$157.34 was not paid, when in fact I paid the bill
16 on August 29, 2008. I had to physically go to the water office service center to pay in person to
17 prevent the water from being shut off because the bills are being sent to Mitchel Goldman at his
18 request and against my wishes to Fay Avenue Properties address. The mail has been misdirected
19 and not reaching me. In conclusion, Mitchel Goldman continues to harass me in an attempt to
20 show the court that I am irresponsible. In reality, it was I who paid off all the construction liens
21 on Fay Avenue. (See attached Exhibit H, 3 Cancelled checks from personal trust account
22 **and one cashier's check for \$58,00.00.**)

23
24
25 12. Since the date of separation, I have paid \$30,000.00 on January 14, 2008 to make
26 payroll since the La Jolla Spa MD funds had been fraudulently transferred out with numerous
27 transfers by Lillian Wills. (See attached Exhibit I, Flow chart of Lillian Wills transfer bank)

1 On April 24, 2008 \$16,680.00 check 1282 was transferred from my personal account to La Jolla
2 Spa MD for payroll. On May 10, 2008 I provided a \$14,000.00 check to La Jolla Spa MD check
3 number 1297 for payroll, June 17, 2008 check 1399 for \$8,000.00 and July 16, 2008 check 1421
4 for \$6,000.00. La Jolla Spa MD has repeatedly paid expenses that were due and owing by
5 Dermatology, Cosmetic, Laser Associates of La Jolla (DCLA). **(See attached Exhibit J, Check**
6 **register and Cancelled check)**

8 13. I have brought current the past due mortgage on Fay Avenue Property, LLC with
9 Regents Bank in the amount \$72,059.52 check 1266 on February 29, 2008 which was past due
10 over two and a half months. I also contributed out of my personal account \$100,000.00 to
11 Regents Bank, which was used to pay for the black American Express card that the La Jolla Spa
12 MD did not owe. **(See attached Exhibit K, Check register and Cancelled Check)**

14 14. I have personally paid Roel Construction Company three (3) payments of
15 \$23,400.00 on March 26, 2008 check number 1360; May 9, 2008 check number 1296 and May
16 30, 2008 check number 1319. On March 4, 2008 I made a wire transfer from my account in the
17 amount of \$100,000.00. **(See Attached Exhibit II, record of wire transfer to Roel in the**
18 **amount of \$100,000.00)** On July 24, 2008 I paid Roel Construction Company the final amount
19 owed for the amount of \$58,000.00 check 1427 totaling \$228,200.00 paid to Roel Construction
20 Company.

22 15. I have paid for the San Diego County real estate taxes on April 9, 2008 \$30,817.66
23 check number 1376 on my Dolphin Property. I have also paid the San Diego County Tax
24 Collector on my Fay Avenue Property on April 10, 2008 in the amount of \$26,725.69 check
25 number 1378. In conclusion, I have disputed the real estate taxes reducing them by \$31,000.00.
26 I am the responsible party in the dissolution and care about the properties, corporations and staff
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1 involved. I am asking the court to refund the amounts owed to me from community property
2 assets. **(See attached Exhibit L)**

3 16. Due to the misrepresentation of Milan Dimich to Dina Grant of Riviera magazine, I
4 paid Modern Luxury \$5,670.00 check number 1389 on June 5, 2008 and San Diego magazine in
5 the amount of \$4,572.00 on July 30, 2008 check 1435. **(See attached Exhibit M)**

6
7 17. I have also paid American Express for numerous spa products on February 1, 2008 in
8 the amount of \$7,953.07 check number 1443; March 14, 2008 \$61,971.23 was wired, June 4,
9 2008 in the amount of \$30,000.00 was wired and July 28, 2008 \$32,594.47 check 1431. **(See**
10 **attached Exhibit N)**

11
12 18. Although my MCI telephone bills were delivered to the Fay Avenue Property
13 address, they were not delivered to me. Therefore I was unaware of the bills. The telephone was
14 disconnected on March 19, 2008 by Alex Barenbilt, an employee of DCLA without my
15 knowledge or consent; thereby leaving me with no telephone at my personal home residence.
16 **(See attached Exhibit O)**

17
18 19. My Time Warner Cable bills were also misdirected to the Fay Avenue Property
19 address without my knowledge and consent. The cable was cut off one day, leaving me without
20 cable and internet access at my home residence. **(See attached Exhibit P)**

21
22 20. My cellular telephone bills were also withheld from me by Lillian Wills to create
23 frustration and undue stress. The cellular service was disconnected. **(See attached Exhibit Q)**

24
25 21. When attempting to change my security code in my home to my alarm system, I
26 discovered my name was not on the account. The name of Teri Thomas, Mitchel Goldman's
27 Personal Assistant, was on the account but my name was not on the account. I had to send
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1 copies of dissolution pleadings to the security company to retrieve the security for my own home
2 and to replace the original codes in order to activate a new account. **(See attached Exhibit R)**

3 22. In summary, Mitchel Goldman's pattern of deceit and harassment has succeeded in
4 having utilities such as, Time Warner Cable turned off, both MCI and Verizon Wireless
5 disconnected. Mitchel Goldman also succeeded in keeping the security code of my home from
6 me.
7

8 23. I am informed and believe there are at least four (4) IRA accounts in the name of
9 deceased, Arnold Goldman, at the Singer and Xenos Wealth Management Co. This wealth
10 management company is owned by Jay Schecter, Jerry Schecter's son, who is the CPA and best
11 friend of Arnold Goldman. FRAUD is the issue here. Mitchel Goldman has converted
12 community property assets to his deceased father's IRA accounts in Coral Gables, Florida. It is
13 very interesting to note there have been many transfers of community property unbeknownst to
14 me into these IRA accounts before, during and after the death of Arnold Goldman. In the
15 Account number *****9060, there have been money transfers estimating at \$34 million dollars.
16 The account number 2085-**** at \$15 million dollars of community property were transferred in
17 the name of Arnold Goldman. The account number 1172-**** in the amount estimating at
18 \$600,000.00 of community property were transferred in the name of Jerry Schecter. The account
19 number 50831*** in the amount estimating at \$152,000.00 of community property were
20 transferred, in the name of deceased grandparents of Mitchel Goldman, Frank and Anna
21 Goldman. The account was opened in 2004, Frank and Anna Goldman were deceased 40 years
22 ago. **(See attached Exhibit S, Singer and Xenos statements)**
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26 24. I have been informed and I believe Mitchel Goldman has opened numerous accounts
27 with community property in his deceased grandparents' names: Frank and Anna Goldman in as
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1 close proximity as the block between La Jolla Spa MD and Regent's Bank at Ameritrade. (See
2 **attached Exhibit T, Ameritrade statements**) He has also transferred community property over
3 state lines into Florida. I am formally asking this court to freeze all of the accounts until all
4 community property assets can be accurately accounted for.
5

6 25. I have been informed and I believe Mitchel Goldman cashed in from attorneys and
7 stopped the formation of Women for the Advancement of Women, a non-for-profit organization
8 that I was creating. Mitchel Goldman cashed in by taking the money and placing it in his own
9 account. (See **attached Exhibit, Evidence**)
10

11 26. It is common knowledge to Milan Dimich and Reggie Borkum that I own the
12 building known as Fay Avenue Property, LLC at 7630 Fay Avenue, La Jolla, California 92037,
13 yet Milan Dimich misrepresents the claim. (See **attached Exhibit U**) (See **attached Exhibit V**
14 **Email from Milan Dimich**)

15 27. On September 15, 2008 your declarant received a fax transmittal from Marc
16 Bronstein. Marc Bronstein is the business lawyer who established all business entities that I put
17 together in 2000, Fay Avenue Property, LLC, La Jolla Spa MD, Dermatology Cosmetic Laser
18 Associates of La Jolla (DCLA) and Cosmetic Vein Surgery Center (CVSC). Attached to said fax
19 is correspondence dated February 27, 2004 addressed to Mitchel Goldman and Dianne York-
20 Goldman at the Fay Avenue address regarding Tax issues. Said correspondence allegedly
21 contained a revised Amendment to the Operating Agreement for Fay Avenue. To this very date I
22 have never seen this correspondence nor the attachment. Please note that this important tax
23 information, which I have never seen, was NOT copied to our CPA, Ernest Howard. Mitchel
24 Goldman has never owned fifty percent of the building. (See **attached Exhibit W**,
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1 Correspondence dated February 27, 2004 from Marc Bronstein and Exhibit "A" to
2 Operating Agreement)

3 28. I believe Mitchel Goldman falsely told police that he owned the building. (See
4 attached Exhibit X, Mitchel Goldman's Statement on Police Report) Mitchel Goldman
5 attempted forgery by signing the Amendment No.1 to the undated Operating Agreement. (See
6 attached Exhibit Y, Sandra Homewood's Declaration, Forensic Document Examiner)
7 Mitchel Goldman created a false document to establish a 50/50 ownership, which was never
8 intended because the money was paid back to the Arnold Goldman estate. Pursuant to my
9 discussion with Sandra Homewood she has submitted a declaration to the court, outlining
10 Mitchel Goldman's continued deceitful behavior. I have been informed and I believe that
11 documents provided regarding the Fay Avenue Property have been altered regarding ownership.
12 I was just provided in June 2008 a correspondence dated December 2004 with attachments to
13 Mitchel Goldman's father's attorney, Jonathan Gopman, Esq. in Naples, Florida. These
14 documents falsely show a deceptive attempt and wrongful transfer of the Fay Avenue Property to
15 include Arnold Goldman, who is now deceased, as the owner of the Fay Avenue Property.
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19 29. The Consent Certificate shows Mitchel Goldman tendered his ten percent on January
20 2, 2006. The result leaves Dianne York Revocable Living Trust dated August 22, 1994 as the
21 sole member of the company. (See attached Exhibit Z, Consent Certification of Action by
22 Members).

23 30. I have been informed and I believe Mitchel Goldman FRAUDULENTLY attempted
24 to take over partial ownership of Fay Avenue Property, LLC. Handwriting expert, Sandra
25 Homewood, shows that Mitchel Goldman forged Dianne York-Goldman's signature on the 50/50
26 split Operating Agreement. Dianne York-Goldman never had any intention of giving ownership
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1 of Fay Avenue Property to Mitchel Goldman. This building is hers and hers alone. The 90/10
2 Operating Agreement was entered into based on the promise that Arnold Goldman, Mitchel
3 Goldman's father, gave a contribution of \$750,000.00 to the company with the intention that this
4 money never had to be repaid. After Arnold Goldman's death, all monies were repaid to the
5 Arnold Goldman estate. (See attached Exhibit, Proof of monies/loan being repaid) As a
6 result, Dianne York-Goldman has proof in the form of corporate minutes (See attached Exhibit
7 AA) that the full ownership of Fay Avenue Property, LLC was rightfully returned to her. Further
8 a letter from the Law Offices of Marc Bronstein dated December 8, 2004 (See attached Exhibit
9 BB) shows that Mitchel Goldman and his father, Arnold Goldman, attempted to take over
10 ownership of Fay Avenue Property without the consent or knowledge of Dianne York-Goldman
11 the rightful owner of this property. (See attached Exhibit CC, Escrow/Sale document of Fay
12 Avenue Property)

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14
15 31. Respondent alleges that Susan Clifton is both "close personal friends of (Petitioner)".
16 When in fact Susan Clifton is not a close friend of mine. Susan Clifton is the owner of
17 Hollywood South Productions and my affiliation with her is purely a business relationship.
18 When Ms. Clifton requested me to be the Honorary Chairperson at her events, I considered it an
19 honor. Not only do I bring notoriety to La Jolla Spa MD by getting on stage at her events and
20 announcing the spa and medical services that La Jolla Spa MD offers to several thousands of
21 people. Yes Ms. Clifton's events are well attended, but she allows us to set up booths to
22 demonstrate and discuss our services and discuss, book patients and clients at her events.
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25 32. Susan Clifton charges us nothing for the marketing to baby boomers who are the core
26 of our clientele. Perhaps this is why she has been referred to as my friend. In any event, the
27 marketing dollars saved are astronomical. In Exhibit B of Respondent's Response to Petitioner's
28

1 Ex Parte declaration, I would like to point out to the Court this is clearly a HIPPA violation. Not
2 only is the patient's name revealed, the services are also made public which is a direct violation
3 of HIPPA.

4
5 33. I would like to also point out that although Susan Clifton has NEVER charged La
6 Jolla Spa MD one penny for advertising, I have, in turn, contributed makeup to her events with a
7 tax deductible receipt for the contribution. I also present Ms. Clifton with a gift basket from La
8 Jolla Spa MD on stage in the presence of thousands of those who attend her events. Not only is
9 this brilliant advertising for La Jolla Spa MD, the cost is quite minimal. My DYG Mineral
10 makeup is marked up four hundred percent (400%).

11
12 34. Susan Clifton does have first- hand knowledge of the business and has alerted me on
13 several occasions as to the positive and negative interactions with the staff as a patient and client.

14 35. Respondent alleges that Diana Carvagno is both "close personal friends of
15 (Petitioner)". Diana Carvagno is not a close friend of mine. She is the President of Fashion
16 Group International and my affiliation with her is also of business nature. I would like to
17 reiterate to the Court that respondent has violated HIPPA again producing Ms. Cavagnaro's
18 patient file and procedures to this Court even though she paid for her services.

19
20 36. Additionally, Ms. Cavagnaro has been given a discount on certain medical treatments
21 because she had also advertised La Jolla Spa MD in her many articles and photos. She is a
22 journalist for several local magazines here in San Diego. The marketing dollars saved by her
23 incredible compliments of La Jolla Spa MD and her prestigious photographs along with her
24 connections in the community have taken La Jolla Spa MD to an award-winning Spa.
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1 37. I find it reprehensible for the Respondent to violate HIPPA three times in his
2 supplemental declarations after accusing me of HIPPA violations; since I have filed for divorce
3 on January 8, 2008.

4 38. Jere Batten is a CPA and Certified Fraud Analyst expert. In Ms. Batten's expert
5 opinion, she has shown there have been two (2) separate quick books that were manipulated
6 against me to my detriment with several million dollars inaccurately accounted for. Ms. Batten
7 has also shown that Mitchel Goldman has attempted to transmute ownership of the Fay Avenue
8 Property. **(See attached Exhibit DD, Jere Batten's Declaration, Supplemental Declaration
9 and Second Declaration)**

10 39. The court has authorized me to return to the property for promoting La Jolla Spa
11 MD's special events. Special Master Richard Annis and Court Receiver Dan Close have denied
12 me access on any and all events, even events I planned. I was unable to attend the Identity Theft
13 Seminar, as guest speaker, for Merrill Lynch. I was unable to attend the Beauty and the Beast
14 charity event **(See attached Exhibit EE, Beauty and Beast charity event flyer)**, the DYG Day
15 and the Beauty in the City. The American Heart Association Leadership Committee meeting
16 scheduled at my private residence was cancelled without my knowledge or consent. Members of
17 the American Heart Association and seven (7) potential members, including the media
18 representative Eileen Sondak, from the La Jolla Light newspaper, were at my home for an event
19 that had been cancelled. I was again honored this year for the third time to be asked by the San
20 Diego magazine to participate in their "Women Who Move The City" segment. This
21 opportunity was cancelled by Amanda Pinnell Marketing Director of La Jolla Spa MD. Even
22 though I paid in advance for this segment from my personal checking account. **(See attached
23 Exhibit HH, Women who move the City flyer)** Bill McCulley was unable to market his
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1 alkaline ionized water because the Court Receiver Dan Close, did not approve this event. (See
2 attached Exhibit FF, Bill McCulley's Declaration) Christina Schwartz wanted to do a trunk
3 show. Again the event never happened because Court Receiver, Dan Close did not approve of
4 the event. (See attached Exhibit GG, Christina Schwartz Declaration)
5

6 40. Again, the Respondent's allegations are merely "finger-pointing", as he is the one
7 that is FRAUDULENT. I would request that the Court look in depth at the documents provided
8 supporting the facts and reinstate me back into my building immediately so I can continue to
9 operate La Jolla Spa MD, build a very lucrative plastic surgery suite operation, after care facility
10 and integrate the reality television show "Spa MD" back into my building at Fay Avenue
11 Property and my spa business as it was originally conceived.
12

13 41. I request spousal support payable by the Respondent, be ordered retroactively and
14 to the fullest extent that the law allows. In view of the fact, that I have been displaced from my
15 usual and customary job with involuntary loss of substantial income, all against my wishes. I am
16 requesting the maximum the court allows for spousal support. I also ask the court to consider
17 Respondents income from his speaking engagements, book honorariums, advisory board income
18 that is being funneled through his private P.O. Box next door at the UPS store period. This
19 income is unaccountable to the Court Receiver or the Special Master. There are considerable
20 sums of monies that are diverted to Respondent's private P.O. Box never reaching the
21 corporations. Much of this money was generated before January 8, 2008 and is currently being
22 funneled outside the supervision and accountability of the Court Receiver and Special Master.
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25 42. I am asking the court to please place me back in my building. Everyday that I am
26 not in the building, it is costing much money and lost revenue and simply lost business because I
27 am the key to creating more clients, patients and more revenue. I am requesting to be reinstated
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1 immediately because I am losing credibility and I am losing my good reputation and mass
2 recognition that I worked so diligently for over the years.

3 43. Lastly, I request this court to file charges in the appropriate criminal court for all
4 FRAUDULENT issues arising from my declaration and exhibits.

5 I declare under the penalty of perjury under the laws of the State of California that the
6 foregoing is true and correct. Executed on 25th of September, 2008 in San Diego, CA.

7 Dated:

8 
9 _____
10 DIANNE YORK-GOLDMAN

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