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1 THE COURT: Okay, so let's put our appearances on
2 the record.

3 MR. DIMOPOULOS: For the Plaintiff, Your Honor,
4 good afternoon, Dimopoulos Bruggemann, P.C., by Gus
5 Dimopoulos, and Michael Chiaramonte.

6 MS. SPIELBERG: Jill Spielberg, Harold, Salant &
7 Spielberg and Alyson Kuritzky for the Defendant, who is
8 also on. Good afternoon, Judge.

9 MS. MOST: Carol Most, attorney for the girls.

10 THE COURT: Okay. So I thought this would be a
11 relatively quick status until I got Ms. Spielberg's letter.

12 MS. SPIELBERG: I just wanted you to have all the
13 information in front of you.

14 THE COURT: It's okay. So let's take one issue
15 at a time, which is I want to talk about Ms. Candelario's
16 email.

17 MS. MOST: I just want you to know that I did
18 provide copies to both Counsel. That's usually what the
19 Court tells me to do.

20 THE COURT: Yes.

21 MS. MOST: Normally I hand it to them in Court.
22 Since I didn't have that opportunity, I emailed it.

23 So I think the visits have been going okay.
24 There was an issue that Carmen has been upset about and,
25 you know, first of all, there was evidence that the mother

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1 was, Katherine was either texting or emailing while the
2 Zoom video was going on and that was being hidden from
3 Carmen. She has put a stop to that.

4 And most recently, there had been discussions
5 with between Carmen and Katherine about exactly what can be
6 discussed during these Zoom videos. And Carmen gave her a
7 list on June 11th. And I believe that after discussion
8 with her Counsel, she has agreed to limit herself in the
9 way that Carmen is demanding and so the Zoom videos go
10 forward.

11 MS. SPIELBERG: Judge, I also spoke with
12 Ms. Candelario after her email. And first of all, the chat
13 issue was something that she reported to the Court when she
14 was on, whenever it was, a week or two ago, it was not
15 private. And it has since stopped. She deactivated it.

16 It was the girls writing to my client. My client
17 was not responding to them, but that's what was happening.
18 And so that issue is an old issue and has since been
19 resolved.

20 With respect to the email, I actually I called
21 Carmen because some of her directives in the email, while I
22 understood the intention of the directive, I didn't agree
23 necessarily the way that it was worded. So after my
24 conversation with Carmen, she and I agreed what the
25 intention was, what the expectations were and I reported

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1 those to my client and she agreed to abide by those. And
2 there's been no issues since then.

3 As you can see from the report from
4 Mr. Candelario, if she sends my client a message move on,
5 my client, you know, abides by that. So I don't, from my
6 review of that report, there doesn't seem to be any real
7 issues. If something comes up, Candelario says it's my
8 client and then, you know, she moves on, if that's what she
9 wants her to do.

10 MS. MOST: Does we lose the, Judge?

11 MS. SPIELBERG: She's here. Be a shame if I have
12 to repeat all of that.

13 (Whereupon, there was an lost connection with The
14 Court.)

15 THE COURT: So Ms. Spielberg, I heard what you
16 said. And I just want to clarify for the record. You
17 viewed the topics contained in Ms. Candelario's email and
18 your client is agreeable to limiting the scope of her
19 discussions in accordance with that email?

20 MS. SPIELBERG: I spoke with -- so I'll give you
21 an example, Judge. She says no discussion about, you know,
22 they are not to talk about Ms. Most. And so I said to
23 Ms. Candelario -- and it's actually reflected in her
24 reports. But what happened is, the kids will say
25 something. I want to see you, mommy, or I have this issue.

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1 And so my client, I think rightly so, says, you
2 know, you'll talk to your lawyer. I cannot help you with
3 you. That's not my job. You have to talk to your lawyer.
4 So Carmen agrees that in that instance that's fine to say.

5 THE COURT: Right.

6 MS. SPIELBERG: But the way that she puts it in
7 the email, do not speak about her. So I didn't want my
8 client to be in a position where she's violating the
9 directives when she's actually responding appropriately.

10 So that's why I said, she and I had a
11 conversation and in light of my conversation with her and
12 what the intention of what those rules were, we came to an
13 agreement. And I transmitted the substance of that
14 conversation to my client. And that she agrees to do and
15 has been abiding by that.

16 So I think that's an issue, you know, like she's
17 trying to say to her kids like, don't come to me, I can't,
18 you know, advocate for you, that's for your lawyer. So you
19 should talk to her about that. And that's okay according
20 to Carmen and I agree that that would be all right.

21 THE COURT: Well, that's okay according to the
22 Court. So you can't -- you just refer her to the children
23 to the appropriate person. So that's perfectly fine to
24 say, I can't talk about that. And if they ask about when
25 she's going to see, you say the Judge is working on it and

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1 the Judge hasn't made that decision. And that's all.

2 MS. SPIELBERG: And that's what she been doing.

3 Hopefully soon, honey, I miss you too. Move on.

4 THE COURT: That's fine.

5 MS. SPIELBERG: That's what she's been doing. So
6 because of the way the email was written so specifically,
7 like so black and white, I wanted to make sure that
8 everybody was on the same page with respect to what's okay
9 and what's not.

10 And I hadn't yet seen her report. I think if you
11 read the report, she says -- I said move on, mom said
12 hopefully soon, honey, and they moved on. So I think
13 everybody is on the same page with respect to the
14 expectation and the intention.

15 THE COURT: The other issue is taking
16 photographs.

17 MS. SPIELBERG: Yeah. So my client is not going
18 to do that.

19 THE COURT: That's not going to happen.

20 MS. SPIELBERG: So I discussed that as well with
21 Ms. Candelaria and, you know, there was -- and I think this
22 also reflected in the report.

23 There was some, I don't want to say confusion,
24 that's the wrong word, but we talked about it with you,
25 Judge, as well, Mr. Kassenoff has been present for the

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1 phone calls. And then the girls, it's in the report, says
2 at some point to Ms. Candelaria, they are listening and
3 recording me.

4 So my client said to Ms. Candelaria like he
5 really shouldn't be there and that's for you to handle
6 because my client didn't want to handle it. And that had
7 happened a couple of times before she took the picture.

8 So my client was concerned that there was some
9 suggestion that he wasn't really there. And so she's been
10 told not to take pictures. She will no longer take
11 pictures. But that is what happened. She asked
12 Ms. Candelaria to have a conversation with him not to be
13 within earshot, especially since the girls are saying, they
14 are listening and recording me.

15 So that was why she took the picture to show that
16 he is, in fact, there. But she's going --

17 THE COURT: Does anyone know the cause of the
18 background noise?

19 MS. SPIELBERG: Sounds like somebody is typing.

20 THE COURT: Can everyone shut off their mics
21 except for whoever is speaking. Thank you.

22 Okay, so no pictures. But this issue of
23 Mr. Kassenoff passing through the room when the children
24 are talking to the mother has come up several times. So
25 where exactly have the children seen it when they are

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1 having the conversation with their mother?

2 MS. SPIELBERG: They are --

3 MR. ALLAN KASSENOFF: Your Honor, can I speak
4 now, since I'm present when those --

5 THE COURT: I just want a response to the
6 question and then you can speak. Where?

7 MR. ALLAN KASSENOFF: No, no, I want to respond
8 to the question since I'm the one being accused of this.

9 THE COURT: Okay, go ahead.

10 MR. ALLAN KASSENOFF: What tends to happen is I
11 get very hostile emails if the connection isn't immediate
12 and proper. For example, today, I got a nasty email. I
13 went grocery shopping for the kids. So I gave the
14 information to my nanny.

15 And apparently, there was an audio problem. I
16 tend to get these hostile emails whenever there is an
17 issue. So I try to stay in the kitchen. Well, I don't
18 try. Typically, I'll be in the kitchen. The kids will be
19 in the living room or the dining room. It is on the same
20 floor of the house.

21 What tends to happen is I will tell the kids,
22 Ally, go into the kitchen with the laptop so I can get --
23 that's the photograph incident. I'm never in the same
24 room, Your Honor. We have three rooms on that first floor.
25 We have a kitchen, a living room and a dining room. I tend

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1 to be in one room in case there is an issue. The kids are
2 in another room.

3 MR. DIMOPOULOS: Ms. Candelario confirmed all of
4 this in his report. He's not being disruptive at all.

5 MS. SPIELBERG: The issue is privacy, I think.

6 THE COURT: I guess you can't have him fix the
7 audio problem if he's not there to fix the audio problem.
8 Are there doors between the rooms? Is it an open area?
9 What is it?

10 MR. ALLAN KASSENOFF: It's just doorways, Your
11 Honor.

12 MS. SPIELBERG: It's open.

13 THE COURT: You can't have it both ways. Either
14 you want him to help -- unless you can wait upstairs, I
15 don't know.

16 MS. SPIELBERG: I mean, I think, once it
17 connects, you know -- the reason why my client is hostile,
18 obviously, Judge, is that now she only has 15 minutes. And
19 today, I was cc'd on that email. It's eight minutes in,
20 and they are still not conducting the call. My client has
21 now seven minutes to talk to her girls in an entire day.

22 We didn't get to speak yesterday because of the
23 deposition. So, you know, she is upset about it. But I
24 think this is an fix, Judge. He's there, he makes sure
25 everybody can hear each other and goes upstairs. It's not

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1 rocket science, you know.

2 THE COURT: Okay, yes. But also, he's not
3 responsible, sometimes technologies fails as we witnessed
4 on multiple occasions on the Court's technologies.

5 MS. SPIELBERG: It's understood, Judge.

6 MR. ALLAN KASSENOFF: And Your Honor, just so you
7 understand, whenever there is a technology fail,
8 Ms. Candelario is extremely helpful and always gives
9 Katherine more time. For example, today, I think, they
10 went until 1:00 or so because there was the volume issue.

11 THE COURT: Yes, I would hope so, that that would
12 be accommodated. Okay, perfect. All right, so the other
13 issue you had in your letter was this issue of tuition to
14 the French American School. So what is the father's
15 position on that? I said to make the payment back in
16 February.

17 MR. DIMOPOULOS: That was done, Your Honor.

18 THE COURT: But there was made a comment about
19 maintaining status quo that Ms. Spielberg advised me it's
20 not in the automatic order. So what is your issue on that?

21 MS. SPIELBERG: Are you asking me, Judge?

22 THE COURT: Mr. Dimopoulos. I know what the
23 mother's position is. I want to know the father's
24 position.

25 MR. DIMOPOULOS: My client will correct me if I'm

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1 wrong. Your Honor directed them to make the nonrefundable
2 deposit to secure her space. That was done. Now, Fasnyc
3 wants the rest of the money to enroll them in the fall.
4 And my client doesn't agree.

5 Whoever got -- someone, whoever got the guy
6 playing the drums in the background --

7 MS. SPIELBERG: I think it's typing.

8 MR. CHIARAMONTE: It's feedback. I think it's
9 feedback. I think it's with the Judge.

10 MR. DIMOPOULOS: Yeah, because she left and it
11 stopped now.

12 (Whereupon, there was a long interruption in the
13 proceedings due to lost connection on Skype.)

14 THE COURT: Mr. Dimopoulos, I was asking you and
15 your client what is his position with respect to the French
16 American School?

17 MR. DIMOPOULOS: It's long been my position, my
18 client's position, that Charlotte should not be going to
19 the French American School. He has disputed it. He has
20 objected to it.

21 Your Honor directed both parties to deposit, in
22 connection with their pro rata share, the nonrefundable
23 deposit to save her spot. That was done. What Fasnyc now
24 wants is some \$30,000, full tuition, for fall.

25 It is, and I believe Ms. Most can speak to this,

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1 but it is the opinion of Charlotte's therapist that
2 Charlotte should be matriculated in the same school with
3 her two other sisters. It is the position of Dr. Abrams in
4 his forensic evaluation. More important than anyone else,
5 it is the father's position, that three girls should be
6 going to the same school.

7 They have an incredible school district in
8 Larchmont, which is why they moved there. The mother is
9 the only one who wants this child to go to Fasny. And he's
10 not going to agree to it. I think it's an issue for trial.

11 THE COURT: Ms. Spielberg?

12 MS. SPIELBERG: Judge, first of all, it's not
13 \$30,000, it's \$12,000. That's the first issue. The second
14 issue is that there's been some confusion with respect to
15 the father's historical willingness to send Charlotte there
16 and his positions now.

17 This child has spent a total of four years at
18 Fasny. She was there for two years. They then took her
19 out to try another program, which was not performing well
20 in the rankings. So they took her out of there and
21 joint -- years before the divorce put her into Fasny. And
22 she's been there for two years.

23 She has repeatedly said both in, I believe it's
24 in Carmen Candelario's report, but she has repeatedly said
25 to her mother that she wants to go to Fasny. On the calls,

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1 we know she's told Ms. Most that she wants to go to Fasnyc.
2 And frankly, I think that that's someone who we should be
3 listening to from this child.

4 I mean her parents are going to through a
5 divorce. She hasn't seen her mother in months. She got
6 her period early. She's writing these concerning emails.
7 This will be the first that I'm hearing, and I've seen zero
8 proof that Dr. Adler believes she should not go to Fasnyc.
9 I have not heard that.

10 And if that's the case, we should get that in
11 writing because if Mr. Kassenoff shouldn't be speaking to
12 her by himself. So if he has that information, it's
13 ex-parte communication. My client has never heard that,
14 and would never hear it. I think that Ms. Most will report
15 what the child wants.

16 I don't think this is a situation where the child
17 wants should be -- that her judgment should be substituted
18 in this case. She's been there. Those are her childhood
19 friends. She's doing excellent there. She's in the top
20 percentages there and she wants to go there.

21 So I don't see -- I have yet to hear any
22 information, other than dad not wanting her to go, that
23 would warrant a change in what has historically been the
24 school that this child has historically attended.

25 By the way, the parties were living in Larchmont

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1 when she attended when they enrolled her there two years
2 ago. The upcoming would be the third year in the row, but
3 the fifth year that she's attended that school. But my
4 client would like to --

5 MR. ALLAN KASSENOFF: Your Honor --

6 THE COURT: Ms. Most?

7 MR. ALLAN KASSENOFF: Your Honor, can I speak
8 before Ms. Most, if that's okay because Ms. Spielberg --

9 THE COURT: Sure, go ahead, Mr. Kassenoff.

10 MR. ALLAN KASSENOFF: I'm sorry?

11 THE COURT: Go ahead.

12 MR. ALLAN KASSENOFF: Thank you very much.

13 First, I was very surprised by Ms. Spielberg's statement it
14 was \$12,000 because I'm pretty sure that's wrong. So I
15 went onto the Fasnay website. It's \$31,465. So that's
16 first of all.

17 Second of all, I would like to say, when we moved
18 to Larchmont, that was the sole reason to moving to a much
19 more expensive house, with much higher taxes was because
20 Katherine wanted to send the children to public school,
21 including Charlotte. Katherine unilaterally then kept
22 Charlotte in the French American School.

23 I had sent Ms. Most, as well as Mr. Dimopoulos,
24 countless emails showing where I said I do not agree to
25 sending Charlotte to the french school. And her response

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1 was, I will tell Charlotte that you're pulling her out of
2 the school she likes. Third thing that Ms. Spielberg --

3 MR. DIMOPOULOS: In writing, we have that in
4 writing.

5 MR. ALLAN KASSENOFF: The third thing that
6 Ms. Spielberg said that it's incorrect is we did not
7 jointly decide to pull Charlotte out of the French American
8 School to send her to another school. Katherine did that
9 unilaterally. She sent her to the Dos Caminos Program at
10 the Mamaroneck Avenue School without raising it with me,
11 without discussing with me. She just did it.

12 Then after two years, Katherine decided she
13 didn't like that program. She reenrolled her at Fasnyc.
14 Again, countless emails that I spent five minutes looking
15 where I said I disagree. Ms. Most or Mr. Dimopoulos can
16 confirm that. And I'm sure they can share them with
17 Ms. Spielberg.

18 The last thing I want to address is Ms. Spielberg
19 alleging that I had improper communications with Dr. Adler.
20 I've had no such communications. Ms. Most conveyed that to
21 myself. And I can't remember if I conveyed that to
22 Mr. Dimopoulos or if Ms. Most did on her own.

23 THE COURT: Okay. So Ms. Most?

24 MS. MOST: Yes. So Your Honor, I'm going to tell
25 you that my client very much wants to continue in that

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1 private school. She feels she's very happy there. She
2 loves it.

3 The issue for the Court is the best interest of
4 not just Charlotte, but the other two girls. And so the
5 reason why Susan Adler mentioned to me that she felt it was
6 not good to have her in a separate school is that it
7 separates her from the other girls. And I agree with
8 Dr. Adler had to say that it's not good when you put one
9 child in a special school because that makes her special
10 and the other children aren't as special.

11 But from my perspective, you know, I do feel that
12 coming down the road, there is going to have to be a
13 special school for Ally. And I just don't see how they'll
14 pay for so many private schools. If Ally has to go to a
15 special school, that's going to be \$60,000 or more a year.
16 And I do believe that's what she's going to need.

17 And even though, you know, I discussed this with
18 both Mrs. Kassenoff and Mr. Kassenoff. I think that's
19 something that's going to have to happen. And I just don't
20 think they are going to be able to afford to have two
21 private schools in that manner.

22 So if one child has to go to a private school, it
23 has to be the child that has to be there for her future
24 success or survival. And Charlotte is a very bright little
25 girl. She will do just -- she will adjust to being in the

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1 same school right now with her sisters.

2 And I have seen those emails. Those emails were
3 troubling. I saw email after email after email from
4 Mr. Kassenoff saying I don't agree. I am not agreeing. I
5 am not agreeing to do this.

6 MS. SPIELBERG: That's not the kids, though,
7 Carol. You don't need to litigate for Mr. Kassenoff.

8 MS. MOST: I'm not litigating for Mr. Kassenoff.
9 I've seen the emails. So it's for the Judge. The Judge
10 has to make this decision. It's probably a decision after
11 trial, but, you know, maybe you can make that decision now.
12 I don't know.

13 I also have a recollection that Marc Abrams said
14 something about the school, but I don't have that in front
15 of me to speak to it.

16 MR. DIMOPOULOS: Your Honor --

17 MS. SPIELBERG: Well, I know that --

18 MR. DIMOPOULOS: -- May I make one final point
19 that I think is important. Mrs. Kassenoff has made
20 innuendos as well recently about sending Josephina to the
21 French American School. Thus, leaving Ally alone in public
22 school with the two golden children, who are biological,
23 they are okay to go to private school, but not Ally.

24 The same way she has applied for and obtained
25 Canadian citizenship for the two golden children, but not

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1 the adopted child. Mr. Kassenoff's reasoning for not
2 separating the girls is not just money, but there is
3 something about money here, Your Honor.

4 Mrs. Kassenoff cannot selectively come to this
5 Court to ask that my client pay 80 percent of whatever she
6 deems important like violin and the French School, and not
7 paying her 20 percent of the mortgages, the taxes, the
8 insurance. So I know that issue is not what we're talking
9 about, but money plays into this.

10 This is an issue for trial. We will show the
11 Court by a preponderance of the evidence that the best
12 interest of these three girls, who have grown exceptionally
13 close, is to stay in school together and enjoy each other.

14 MS. SPIELBERG: Judge, my client would like to be
15 heard on this. You're muted, Judge.

16 THE COURT: There is a conflict on it. He's not
17 consenting to it. They live in a good school district. So
18 it's an issue that's going to have to be resolved at trial.

19 MRS. KATHERINE KASSENOFF: Your Honor, may I
20 speak? This is Katherine Kassenoff.

21 THE COURT: No, I already understand,
22 Mrs. Kassenoff, there's a dispute --

23 MRS. KATHERINE KASSENOFF: I know, Judge, but --

24 THE COURT: It's an issue to be resolved at
25 trial. Next case is the music bill. Mr. Kassenoff, you

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1 were supposed to pay that. It was negotiated at least a
2 month ago. What's going on with it?

3 MR. ALLAN KASSENOFF: I will let Mr. Dimopoulos
4 speak. That was not -- my understanding was not that I was
5 going to pay it myself. It was -- I was going to try to
6 negotiate it down. I had many conversations with the
7 school. What I found out, very disturbingly, was Katherine
8 ran to sign up them for that semester the day I filed for
9 divorce. I'm not surprised there.

10 And what this really comes down to, Your Honor,
11 is I hate being the finance guy, but I'm going broke here.
12 I'm looking to sell both my houses. Katherine won't agree
13 to anything. I owe Gus \$130,000. I just sent Carol
14 \$50,000. Your Order came out yesterday where I have to pay
15 Ms. Spielberg \$100,000. I have no money left, Your Honor.

16 Katherine is not contributing. Now she wants to
17 move into the New Rochelle house, which I understand is
18 down -- later on the agenda.

19 THE COURT: That's on the next list. So let's
20 deal with the music bill.

21 MR. ALLAN KASSENOFF: Your Honor, I don't have
22 the money for it. Katherine signed up. She hasn't paid
23 any of the expenses. I paid every single mortgage out of
24 my own money. I pay for all the food for the children. I
25 pay everything, Your Honor.

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1 She needs to start paying something. The one
2 expense she could -- that's so important to her is the
3 music school, why can't she pay that, Your Honor?

4 MS. SPIELBERG: Judge, she paid the last bill and
5 she offered to pay 17 percent of this bill and he rejected
6 that offer.

7 MR. DIMOPOULOS: Judge, may I make a suggestion?

8 MR. ALLAN KASSENOFF: Has she paid a single
9 payment towards the mortgage.

10 MR. DIMOPOULOS: May I may make a suggestion,
11 Your Honor? The bill being outstanding is not hurting
12 anyone. Okay, the kids are taking the summer off from
13 Hoff-Barthelson.

14 So I'm sure Your Honor is hard at work deciding
15 the outstanding motion of the 80/20. When that motion is
16 decided, it's going to deal with this issue. I don't
17 understand why we have to deal with this when I have
18 literally mind boggling, troublesome things to talk about.
19 Hoff-Barthelson should be pretty low on the agenda, with
20 all due respect.

21 MRS. KATHERINE KASSENOFF: Judge, there is one
22 reason --

23 THE COURT: I didn't get a letter from you. Or
24 at least you got it, I didn't see it. So I'm just going by
25 the letter I have in front of me.

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1 MR. DIMOPOULOS: I'm not indicating otherwise.

2 THE COURT: Okay, go ahead.

3 MRS. KATHERINE KASSENOFF: Judge, May I just --

4 THE COURT: Who's talking? Mrs. Kassenoff? I'm
5 getting an echo.

6 MRS. KATHERINE KASSENOFF: I'm sorry, I know
7 there is an echo, too. I just wanted to clarify. There
8 actually is some harm to not deciding this issue about the
9 \$5,000 that's outstanding, that the Plaintiff has failed to
10 contribute any dollars to. And that is there are two
11 things.

12 One, I wanted to apply for financial aid for the
13 children for the fall. They will not accept the
14 application for financial aid unless that bill is resolved.
15 The deadline has actually already past. I asked for an
16 extension while the Plaintiff was trying to do some sort of
17 negotiation while he was taking advantage of all of the
18 classes that the girls were going to.

19 And I guess those efforts failed. But meanwhile,
20 I cannot apply for financial aid and nor can I apply for
21 re-enrollment. And the re-enrollment is important given
22 that the children have been at the school for about six
23 years, are accustomed to their teachers. It's not to say
24 that's what will happen and that those monies will be paid.

25 But if we don't apply for re-enrollment now,

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1 again, they will lose their spot. They will lose the
2 scheduling. So there are two good reasons.

3 And the third reason would just basically be, you
4 know, Judge, I made a commitment. I said that I wanted to
5 make this payment. We have taken advantage of these
6 classes for our daughters. I think it's terrible that
7 we're not paying what we owe.

8 MR. DIMOPOULOS: Your Honor --

9 THE COURT: So at this point in time, you're
10 willing to pay 17 percent of the \$5,000.00?

11 MRS. KATHERINE KASSENOFF: I am, Judge, yes.

12 MR. DIMOPOULOS: Your Honor, if you go on
13 Hoff-Barthelson's website, you will see that there are
14 income limits to the financial aid.

15 THE COURT: I understand the financial aid is
16 probably not going to fly. But let's just deal with the
17 bill, okay.

18 MR. DIMOPOULOS: What about all the other bills?
19 I'm not -- I'm being serious.

20 THE COURT: Mr. Dimopoulos, do you want to get
21 into this? I just decided an attorney's fees motion based
22 upon a 2018 income, with the understanding that
23 representations were made during these proceedings that
24 Mr. Kassenoff's income had been cut by 25 percent. I find
25 out that in 2019 his interest and income went up

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1 significantly.

2 So I am not going to deal with the income issue
3 at this point because my decision was based upon the record
4 before me at that time. But the income went up
5 substantially in 2019. That was never brought to the
6 Court's attention in any of the numerous discussions we've
7 had about finances and mortgage payments and her paying
8 20 percent. 20 percent is something to use against the
9 mortgage, but it isn't really going to make a difference in
10 solving these bills.

11 Okay, so I want the music bill paid. I discussed
12 it, I know on more than one occasion. And Mr. Kassenoff
13 can make that bill payment. He will pay his --
14 Mrs. Kassenoff can pay her 17 percent. He can pay the
15 balance of that bill.

16 MR. ALLAN KASSENOFF: Your Honor, I have no
17 money. I don't what to tell you.

18 THE COURT: Mr. Kassenoff, you have money. You
19 have \$2 million in separate property. So you have to dip
20 into it, I guess.

21 MR. ALLAN KASSENOFF: I mean half of my --

22 THE COURT: Okay, so let's move on.

23 MS. SPIELBERG: Judge, could we get your counsel
24 on the Dr. Abrams issue? I'm concerned -- I want to be
25 clear that I am not at all intending to use this as a delay

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1 tactic. So I'm trying to get ahead of it a month before
2 the hearing. I think to just remind you from the letter,
3 we started emailing Dr. Abrams on May 28th. On May 29th --

4 THE COURT: About what? The last I heard on
5 Dr. Abrams was you and Mr. Dimopoulos were going to agree
6 on language. And I said all the experts had to use the
7 affirmation to ensure that that report will be strictly
8 held confidential.

9 MS. SPIELBERG: Right. So Judge, I uploaded a
10 letter, I'm sorry, about an hour and a half ago or two
11 hours, at this point --

12 THE COURT: I haven't gotten it. There is at
13 least a one-day delay before, when you upload something and
14 when I see it. If you want to email it to me, I'll take a
15 look at it. That's fine.

16 MS. SPIELBERG: I'll give you the quick gist. On
17 May 28th, we actually I think it was Gus who initially
18 reached out to Dr. Abrams telling him he was going to be
19 calling him as a witness at trial.

20 THE COURT: Okay.

21 MS. SPIELBERG: In response to that, we wrote to
22 Dr. Abrams -- actually, I'm sorry. Mr. Dimopoulos reached
23 out to him two weeks before saying that. On May 28th, we
24 reached out to Dr. Abrams saying that we would be -- well,
25 that we will be requesting his underlying file with consent

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1 of all Counsel.

2 He responded on the 29th at length, saying what
3 the process was and saying that he had put his file in
4 storage, that he was going -- So this was on the 29th. He
5 was going to his storage facility on Monday, June 1st. He
6 would get the documents.

7 He was going to reorganize it. And that it takes
8 him a lot of time to compile the file and make the copies
9 and get it to the Court. And that he only does it pursuant
10 to the Court's Order, et cetera.

11 That email, which I sent to the Court, and we're
12 sending it now by email to Ms. Burrata, explained that he
13 is going to get the file and begin this. On June 5th, we
14 write to Dr. Abrams twice, actually, in that day. Please
15 start to get, if you have not already, please start to get
16 your file together. And again, please give us an estimate
17 so we can send you a check. It was actually Mr. Most's
18 suggestion, to entice him to do it more quickly by sending
19 a check.

20 He never responded to either of those emails.
21 Yesterday, we wrote to him again saying, you know, is it
22 you who does it or do you use a third party, thinking there
23 would be a copy center that makes the copies. And his
24 response today, again, was -- and in the May 29th email, he
25 says it takes about a month.

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1 So I'm thinking about we will have it two weeks
2 before trial, not ideal but at least we will have some time
3 to review it and have our expert review it, if necessary.

4 We get an email today saying that he hasn't
5 started the process and remember, it takes me a month.
6 Judge, as you know, it's June 16th. The hearing is
7 July 13th. And I need the underlying documents. Nothing
8 in his emails communicate that he would not do anything,
9 unless it's an Order.

10 We have been going back and forth with the Order.
11 We now, I believe, Gus, you'll correct me if I'm wrong,
12 have an Order that everybody consents to. But I'm
13 concerned that he is going to say, well, it takes me a
14 month and that's not going to give me any time to get it to
15 my expert so.

16 THE COURT: That's okay. We will put a deadline
17 in the Order. Put a date in it.

18 MS. SPIELBERG: Okay.

19 MS. MOST: Your Honor, there is a problem. And
20 the problem is debt. First of all, I did not tell them to
21 suggest a payment to entice Dr. Abrams. The problem is, is
22 that he does not start preparing his file until there is an
23 Order.

24 And he was very clear about that on May 29th. He
25 said, there is confidentiality. I am not going to do this

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1 until I get an Order from the Court. And so until he gets
2 an Order from the Court, he does not even begin to prepare
3 the file. And this is not -- I was accused of having
4 offline conversations --

5 MS. SPIELBERG: You're not accused, Carol.

6 MS. MOST: You know, I'm talking --

7 THE COURT: You know what, I have a limited time
8 span. I don't have the entire afternoon to deal with this.
9 Is there now currently an order that everybody has agreed
10 upon for the release of the file, and the maintenance of
11 the confidentiality of the file? Because everyone that
12 touches that file needs to have the same confidentiality
13 as was with the report because nobody should be seeing all
14 the stuff in the file.

15 MS. SPIELBERG: I believe so. Gus, do you have
16 any further revisions to the Order?

17 MR. DIMOPOULOS: I have no issue here. I didn't
18 have an issue in June, in May, in April. Let's just get it
19 done.

20 MS. MOST: Your Honor --

21 MS. SPIELBERG: Carol, I was not accusing. All
22 I'm saying --

23 THE COURT: I don't have time for this.

24 Mr. Dimopoulos, did you agree on the Order?

25 MR. DIMOPOULOS: Five minutes after I received

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1 it.

2 THE COURT: Very good. Send it me, email it to
3 me.

4 MS. MOST: Judge, there was one correction and I
5 had to be included.

6 MS. SPIELBERG: We put it in, Carol.

7 MS. MOST: Okay, that's fine.

8 MS. SPIELBERG: Can we also put in a deadline,
9 Judge? We didn't have that before. That's what my letter
10 asked for.

11 THE COURT: We will put a deadline in the Order.

12 MS. SPIELBERG: Okay.

13 THE COURT: I don't understand why everything, on
14 stuff like this you should agree upon, it monopolizes so
15 much time.

16 MS. MOST: Nobody didn't agree. There was no
17 lack of agreement. It just wasn't done.

18 THE COURT: That's the same thing because if it
19 was agreed, it wouldn't be brought to my attention. It
20 would have been done and over with. It wouldn't have to be
21 part of this conference. That to me is what it means when
22 it's done.

23 MS. MOST: Your Honor, with all due respect, Gus,
24 in fact, on June 4th sent Ms. Kuritzky a copy of an Order.
25 That was June 4th. On June 5th, I made the comment

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1 about --

2 THE COURT: I'm really not, I think I made it
3 clear, I am not going to go over this again. Let's move on
4 to the next issue, which is the New Rochelle house.

5 MS. SPIELBERG: I'm sorry, what do you want the
6 deadline to be and we will put it in. I am just asking
7 that. That's all.

8 THE COURT: Two weeks, so he has time to do his
9 thing, towards that period of time. I just can't imagine
10 how all the information is in storage already, but what do
11 I know.

12 MS. SPIELBERG: Right.

13 THE COURT: So the New Rochelle house.

14 MR. DIMOPOULOS: Your Honor, this is just
15 patently ridiculous, okay. The New Rochelle house has been
16 occupied by a tenant. They pay \$7,500 a month.

17 THE COURT: Right.

18 MR. DIMOPOULOS: I don't know why she's leaving,
19 but maybe because she's been brought in the middle of this
20 divorce and she's sick of it. I don't know. Maybe she's
21 moving to Texas, I don't know, but she's moving.

22 Katherine has previously agreed to put the house
23 on the market. They agreed on a broker. The house went on
24 the market. Then COVID happened.

25 THE COURT: I didn't even know the house was on

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1 the market.

2 MR. DIMOPOULOS: Oh, yes, it was on the market.

3 MS. SPIELBERG: We agreed to put it back on the
4 market.

5 MR. DIMOPOULOS: Excuse me. Hold on. Wait, you
6 agree now to put it back on the market?

7 MS. SPIELBERG: Yes. You won't listen. She will
8 put --

9 MR. DIMOPOULOS: She's not living there while
10 that's happening.

11 THE COURT: One person at a time, there is a
12 court reporter. So Ms. Spielberg, is your client agreeable
13 to putting the New Rochelle house on the market?

14 MS. SPIELBERG: My client has agreed to put the
15 New Rochelle house on the market and would like to live
16 there in the interim. But the tenant is leaving of her own
17 volition. It will be vacant.

18 My client has no place to live and it's her
19 marital asset. Why is my client not permitted to live in
20 her own home pending sale? It could sale in a month, that
21 would be great, but at least she has some place to live in
22 the meantime. I can't even imagine that there is an
23 objection to this.

24 MR. DIMOPOULOS: I'll tell you why there is an
25 objection to it.

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1 THE COURT: Okay, go ahead.

2 MR. DIMOPOULOS: At first she did not want to
3 sell it. She restricted it for months and months and
4 months. Then she wanted to sell. Then she doesn't want to
5 sell it. Now she wants to sell it and she wants to live
6 there. If she wants to live there, she has to pay for use
7 and occupancy of the house.

8 My client is not going to pay 100 percent of the
9 mortgage and the house. That's akin to awarding her
10 maintenance. That's akin to giving her a financial award.
11 Let her pay, on top of the mortgage, the real estate taxes
12 and the insurance, then she's free to live there. But not
13 free of charge. Absolutely not.

14 MS. SPIELBERG: So the alternative --

15 THE COURT: Let me understand this. You're
16 saying that Mrs. Kassenoff has to pay to use her own
17 property as if she were a tenant?

18 MR. DIMOPOULOS: It is not the marital residence.
19 It is an investment property at this particular point in
20 time. So if she -- We're losing a rent. We're losing a
21 source of revenue that goes towards paying the mortgage. I
22 know you are intimately in tune with the finances, Your
23 Honor.

24 THE COURT: I was in tune with the finances as
25 they existed at the time of the motion. I wasn't in tune

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1 with the finances subject to 2019.

2 MR. DIMOPOULOS: Well, when he got his W2, while
3 after the motion was fully submitted?

4 THE COURT: I'm saying, you say I'm intimately
5 familiar with it. I wasn't aware --

6 MR. DIMOPOULOS: I don't think you gotten my
7 letter yet that I submitted yesterday.

8 THE COURT: No, there is a 24-hour lag. And
9 here's another thing. Everybody needs to stop writing the
10 Court like on a daily basis.

11 MR. DIMOPOULOS: Your Honor, look, if she wants
12 to live there, all of a sudden, then she's got to pay
13 something for use and occupancy. We cannot -- and there's
14 got to be very strict rules what she can and cannot do.
15 She has to -- first of all, there is another concern with
16 this.

17 People don't want to go into houses when someone
18 is living there because of COVID. Real estate brokers are
19 restricted until Phase IV, I think. I represent a broker
20 right now, he was telling me all these things that they
21 have to do when a house is occupied.

22 THE COURT: Mr. Dimopoulos, I can tell you right
23 now in the last month I've had three or four houses put on
24 the market and they got sold immediately and all those
25 things were done so.

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1 MR. DIMOPOULOS: If she pays, my client has
2 absolutely no objection.

3 THE COURT: Right. So Ms. Spielberg, what does
4 your client have to say about if she occupies the house to
5 loosing the rent of \$7,500 and there is a mortgage and
6 other expenses that were being paid?

7 MS. SPIELBERG: So first of all, Judge, I just
8 want to be clear. You can't rent the house to somebody and
9 then hope to sell it in 30, 60 or 90 days and what do you
10 do with the tenant. So unless somebody is lined up with
11 \$7,500 month-to-month tenant, who, by the way, if they
12 didn't leave, they can hold over and then their sale would
13 tank, this is a perfect opportunity for them.

14 You can't replace the tenant. She's living for
15 her own reasons. So it's going to be vacant. They cannot
16 rereant this property if they intend to sell it immediately.

17 THE COURT: Who is going to pay for it, that's
18 the question.

19 MS. SPIELBERG: Number two, my client agrees to
20 pay her pro rata share based upon 2019 income. Whatever
21 that pro rata share is towards those expenses, that I
22 agreed that that's fair.

23 MR. DIMOPOULOS: Absolutely not.

24 MS. SPIELBERG: And if she wasn't living there
25 and if it was vacant, she had another house, that would be

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1 what she would have to do, her pro rata share towards the
2 marital expenses.

3 MR. DIMOPOULOS: Your Honor, she's been promising
4 to pay her pro rata share of the marital expenses for a
5 year, okay.

6 THE COURT: So why don't we just do a stipulation
7 on the record now?

8 MS. SPIELBERG: That's fine, Judge, I'll do that.
9 My client will agree to that.

10 MR. DIMOPOULOS: I have to talk to my client. I
11 don't know if he's got booted or he's on the call. I
12 cannot stipulate to anything, but what we have to talk
13 about --

14 THE COURT: Okay, well, then mute us out and call
15 him on the phone.

16 MR. ALLAN KASSENOFF: I'm here. Gus, I'm here.

17 THE COURT: Tell him to mute out.

18 MR. DIMOPOULOS: Let me call you off line --

19 MR. ALLAN KASSENOFF: Gus, I'm here.

20 THE COURT: Mr. Kassenoff, use your phone so he
21 can call you.

22 MR. ALLAN KASSENOFF: Okay.

23 THE COURT: Gus, you're not muted.

24 (Whereupon, Counsel, Mr. Dimopoulos, and
25 Mr. Allan Kassenoff have an off-the-record discussion.)

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1 MR. DIMOPOULOS: Your Honor, if Mrs. Kassenoff
2 agrees to invoke the pro rate 80/20 now on both houses, we
3 will remove our objection.

4 THE COURT: Ms. Spielberg, you want to mute and
5 talk to your client?

6 MS. SPIELBERG: Sure, Judge.

7 (Whereupon, Counsel, Ms. Spielberg, and Mrs.
8 Katherine Kassenoff have an off-the-record discussion.)

9 MS. SPIELBERG: Judge, my client will pay
10 whatever the appropriate pro rata share. I don't know if
11 we're still talking about 80/20, whatever it is. If it's
12 80/20 using the 2019 income, I haven't personally done it.
13 I'm happy to use a calculator and do it now. But she will
14 pay whatever the pro rata --

15 MR. DIMOPOULOS: Do it now.

16 THE COURT: Do it now so we can put it on the
17 record.

18 MR. DIMOPOULOS: Just look at my letter that I
19 sent the Court yesterday. There's a whomping difference of
20 two percent.

21 MS. SPIELBERG: Was there any additional income
22 in 2019? I only have the W2. I don't have the tax return.
23 Was there any additional income?

24 MR. DIMOPOULOS: My issue with this case is that
25 there are two pro ratas. There is the 80/20 that existed

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1 prior to -- in 2018. And then if we're going to adjust for
2 the new 80/20 based on 2019 income, the Court still has to
3 deal with the various things that my client paid way over
4 and above that.

5 So I'm okay with dealing with this on a limited
6 basis, but the motion is still going to get decided. There
7 is \$100,000 in credits here.

8 MS. SPIELBERG: Right. I don't know. You keep
9 referring to a 80/20 from 2019. Unless I'm missing
10 something, there is no Order or signed agreement.

11 And everybody knows that a marital agreement has
12 to be signed or it's got to be an Order. So, I know there
13 may have been conversations, but there's been many
14 conversations in every case and that --

15 MR. DIMOPOULOS: Not only have there been
16 conversations, I have 62 emails from your client invoking
17 the 80/20.

18 MS. SPIELBERG: Well, that was a pro rata share
19 at one time. But now it is not that. Because I'm talking,
20 I cannot calculate --

21 MR. DIMOPOULOS: Why don't we also call back the
22 \$30,000 in retirement contributions your client makes every
23 year to artificially reduce her salary.

24 MS. SPIELBERG: I'm glad you brought that up.

25 MR. DIMOPOULOS: Good.

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1 MS. SPIELBERG: She's been in communication with
2 HR Department and give you all the information she has on
3 Thursday or before that, if she gets it, because that was a
4 surprise to her, too. And she's trying to figure out
5 what's going on. Maybe it's a mistake, we don't know.

6 MR. DIMOPOULOS: Oh, right, I'm sure it's a
7 mistake. \$38,000?

8 THE COURT: I thought it was \$18,500 and \$18,500
9 when I looked at the stuff.

10 MR. DIMOPOULOS: \$18,500 and \$25,000. My math is
11 off. She did deferred comp of \$18,500 and she did \$25,000
12 to the 401(k), all at commencement.

13 MS. SPIELBERG: No. Okay, there's --

14 MR. DIMOPOULOS: It's 80/20 or there's no deal,
15 okay. That's that.

16 THE COURT: All right. Go talk to your client
17 about it. Mute yourself.

18 MS. SPIELBERG: Was there additional income in
19 2019, Gus?

20 MR. DIMOPOULOS: Other than his W2?

21 MS. SPIELBERG: Correct.

22 THE COURT: It doesn't really matter because then
23 I would cap it because you're way over the cap for child
24 support or anything else.

25 MS. SPIELBERG: The pro rata, his income --

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1 THE COURT: Okay. So was there any other income
2 other than -- did he get interest, dividends and all that
3 other stuff?

4 MR. DIMOPOULOS: No.

5 MS. SPIELBERG: No?

6 MR. DIMOPOULOS: No, you mean -- hold on. Hold
7 on. Other than his W2 from work?

8 THE COURT: Yes.

9 MR. DIMOPOULOS: Of course. There is probably
10 losses. There is probably some dividend income. I don't
11 know what it is until we do a return.

12 THE COURT: Let's do the 831 or whatever that is.

13 MS. SPIELBERG: 831, okay.

14 MR. DIMOPOULOS: What is 831, Judge? I'm sorry.

15 THE COURT: I think that's the number she wrote
16 on her thing to me. I don't know.

17 MR. DIMOPOULOS: It's his W2. Because what --

18 MS. SPIELBERG: We're just pulling up the W2s,
19 Judge, just give us one second.

20 THE COURT: Okay.

21 MR. DIMOPOULOS: Judge, I don't know how much
22 time you have. I have a couple of very important issues to
23 address. I just wanted to throw that out there.

24 THE COURT: Off the record.

25 (Whereupon, an off-the-record discussion took

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1 place)

2 THE COURT: So we could address whatever you
3 have.

4 MR. DIMOPOULOS: Thank you for your honesty, Your
5 Honor.

6 MS. SPIELBERG: We have a 3:00 with Judge
7 Everett.

8 THE COURT: Well, it's 3:00 now. Off the record
9 again.

10 (Whereupon, an off-the-record discussion took
11 place)

12 MS. SPIELBERG: Judge, my math says that it's
13 8218. I mean I did it on the gross numbers. I didn't
14 deduct FICA or anything like that.

15 THE COURT: Okay, so 8119, then if you deduct the
16 FICA or whatever?

17 MR. DIMOPOULOS: Yeah, it wouldn't make a
18 difference, Your Honor, because --

19 THE COURT: It doesn't? Okay.

20 MR. DIMOPOULOS: -- it would actually be more in
21 his favor if we offset the retirement income.

22 MS. SPIELBERG: No, because he has additional
23 income that you didn't disclose.

24 THE COURT: We're just going on the 2019, we're
25 just going on those.

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1 MS. SPIELBERG: W2s?

2 THE COURT: Yes.

3 MS. SPIELBERG: Based on those W2s.

4 THE COURT: Hers is like 177. His is like eight
5 whatever you said.

6 MS. SPIELBERG: Yeah. So I used 831 and 177 and
7 it's 8218.

8 MR. DIMOPOULOS: Which is the pro rata on all
9 items going forward. But I'm not waiving my argument that
10 it should have been 80/20 going back and there should be
11 credit. So it doesn't resolve the motion in its entirety.

12 MS. SPIELBERG: My understanding is that this is
13 only with respect to the New Rochelle house. My client is
14 not agreeing to make --

15 MR. DIMOPOULOS: No, no, no, that's not what I
16 said. I said both houses or no deal.

17 MS. SPIELBERG: Right, Judge, my client is not
18 agreeing to the other house.

19 THE COURT: I thought he said both houses, right.

20 MR. DIMOPOULOS: Both houses or no deal. No way.
21 I am not agreeing to one house.

22 THE COURT: No. Why wouldn't she do both houses?
23 Off the record.

24 (Whereupon, an off-the-record discussion took
25 place)

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1 MS. SPIELBERG: Judge, what expenses are we
2 talking about exactly, the mortgage, taxes, like that one
3 payment?

4 THE COURT: What expenses are you talking about?

5 MR. DIMOPOULOS: Your Honor, there needs to be a
6 pro rata for everything. My client can't pay 100 percent.

7 THE COURT: Is he going to send her the food
8 bill? Like what are we talking about, mortgages?

9 MR. DIMOPOULOS: No, no, not the food bill, okay.

10 THE COURT: Okay, so what are we talking about?
11 That's what I'm just saying.

12 MR. DIMOPOULOS: The mortgages, the taxes, the
13 insurance and any expenses related to the children.

14 THE COURT: And the regular add-ons for the
15 children?

16 MR. DIMOPOULOS: Correct.

17 THE COURT: That's what we're talking about.

18 MS. SPIELBERG: Judge, now we're settling this
19 case on these pro rata shares? How are we doing expenses
20 for the children at this point? I think we should deal
21 with the house. That's the only thing that's it's came up
22 for. Now, he wants to do both -- I would say the mortgage,
23 taxes and insurance, that's fine.

24 But to start now, I mean basically we're
25 resolving to the whole motion. If he wants to withdraw his

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1 motion and, you know, I mean, what are we talking about
2 here. This issue came up because the tenant volunteered to
3 leave. And while it's vacant pending sale, my client would
4 like to live in her home.

5 Then we said we agreed to pay the expenses for
6 that which she lived. If now he wants to add the mortgage
7 payment, the monthly mortgage payment, that we will do.
8 But I am not -- we're not going to start with receipts
9 going back and forth.

10 There is a motion pending before Your Honor to
11 decide this issue. And unless we're resolving the entire
12 motion, I don't know why we're relating it to all these
13 other --

14 MR. DIMOPOULOS: Then we're resolving nothing
15 because you need my consent. So no resolution.

16 THE COURT: Okay.

17 MR. DIMOPOULOS: You can't change any of the
18 expenses, Jill.

19 MS. SPIELBERG: My request is with respect to the
20 house. How that relates to the cost of soccer --

21 THE COURT: He's saying he's not doing it, okay.
22 The house issue is not resolved.

23 MS. SPIELBERG: Well, Judge, my client would like
24 to move in there when the tenant vacates. Why is she not
25 allowed to? There's no order --

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1 MR. DIMOPOULOS: Because she doesn't want to pay
2 for it.

3 MS. SPIELBERG: She will pay for the house.

4 MR. DIMOPOULOS: Maybe she should think about it
5 and get my consent. Right now there is no consent. Okay,
6 Your Honor, can I please raise two very important issues
7 that I need the Court's guidance on?

8 THE COURT: Yes. Go ahead.

9 MR. DIMOPOULOS: Number one, yesterday at
10 Mrs. Kassenoff's deposition, I found out that Jonathan
11 Davidoff is acting as one of her attorneys, okay, that she
12 has an attorney/client relationship with Mr. Davidoff.

13 THE COURT: Who?

14 MR. DIMOPOULOS: Jonathan Davidoff, the Defendant
15 and Davidoff --

16 THE COURT: Are you serious?

17 MR. DIMOPOULOS: I'm dead serious, Your Honor.
18 Okay, they have been communicating for various months. I
19 asked her first whether or not he was acting as her
20 attorney and rendering legal advice. She said no. Then
21 there was a break. She came back in, remembered that he
22 sent her a retainer agreement.

23 She would not testify about what documents from
24 this case she shared with him, whether or not she shared
25 pleadings, affidavits, discussed the forensic report.

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1 There was a refusal to answer any of those questions.

2 So number one, I need Court, the leave of the
3 Court, to conduct limited discovery in the matters relating
4 to custody concerning Mr. Davidoff's involvement in
5 Kassenoff vs. Kassenoff, what information has been shared
6 with him, which is privileged and confidential.

7 I need to see what information other than that's
8 been shared, because on top of that, both Mrs. Kassenoff
9 and Mr. Davidoff had been in touch with a third individual,
10 who is on the opposite side of one of my cases, one John
11 Mancebo(ph), who recently filed a grievance against me, who
12 Mrs. Kassenoff testified to having communications with, who
13 is also an attorney.

14 So guess what. This charade ends now. I'm not
15 playing defense anymore. I'm going on offense, okay. I
16 want to know what documents Mr. Davidoff has, what he's
17 seen, what discussions he's had with the forensic, of the
18 results of the forensic. I want to know everything.
19 That's number one.

20 Number two, in the last 90 days, there have been
21 two reports to CPS against my client. Luckily, one of them
22 has come back unfounded. The second of which originated
23 from the letter that Charlotte wanted to kill herself,
24 which, as far as we know, was disseminated to two sources.

25 One, the mother and two, one Florian Pugenot(ph),

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1 the guidance counselor in Charlotte's elementary school.
2 Who upon receipt of the letter, we know Mrs. Kassenoff had
3 communications with her and we know that Mrs. Kassenoff's
4 mother had communications with her, to correct the email
5 address so the kid could send it.

6 Ms. Pugenot has spoken to my client for over an
7 hour about the history of Mrs. Kassenoff's inappropriate
8 involvement. She's told my client that there is no way
9 that she reported this to CPS because she didn't believe
10 any of it. So that leaves us to believe the two sources of
11 information are Dr. Adler, who didn't report it to CPS, and
12 Ms. Pugenot, who didn't report it to CPS.

13 I have reason to believe that Ms. Kassenoff or
14 someone at her behest, perhaps Mr. Davidoff, I don't know,
15 has reported this to CPS. This is now, I think, on my
16 count, the seventh report to CPS she's made.

17 So, not only am I going to refer to law
18 enforcement, but I want to move this Court for a Court
19 Ordered investigation to find out information on this file
20 as to who spoken to CPS specifically because Ms. Pugenot
21 told my client that Mrs. Kassenoff told her that CPS wanted
22 to talk to her. I also know that she's in communications
23 with so various people that could have reported him.

24 So guess what, we can talk about 8218 until the
25 cows come home, but that's it, I'm done with this game,

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1 Ms. Spielberg. I'm done with the way your client is
2 playing the system. I'm done.

3 So it's time for me to find out exactly what Mr.
4 Davidoff and Mrs. Kassenoff, Mr. Mancebo and what everyone
5 else is doing and I refuse to allow this Court to become a
6 mockery, Your Honor. I'm done.

7 MS. SPIELBERG: First of all, Judge, I have no
8 connection to Mr. Mancebo. So we will take that one out
9 completely. With respect to Mr. Davidoff and the
10 deposition testimony will be clear and will refute what
11 Mr. Dimopoulos just represented to the Court.

12 But what happened was emails between
13 Mr. Dimopoulos's client and an attorney at Mr. Dimopoulos's
14 firm ended, with respect to Davidoff, ended up in Dr.
15 Abrams' possession on the Kassenoff forensic investigation.

16 There are emails supplied by Mr. Kassenoff and
17 his team to Dr. Abrams about Jonathan Davidoff. That's how
18 this relationship started. My client, after trying to call
19 back those emails, contacted Mr. Davidoff to advise him
20 that those emails had gone into the hands.

21 THE COURT: Okay, I can't, I can't, I can't. So
22 Mr. Dimopoulos, if you want to make a motion to compel
23 discovery for Mr. Davidoff, I need the transcript to see
24 what the purpose of that would be. So you need to, you can
25 do a motion.

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1 MS. SPIELBERG: Judge, there is an
2 attorney/client privilege issue here. My client --

3 THE COURT: I don't know that. I need to see
4 what he says and then I'll make that decision.

5 MR. DIMOPOULOS: Understood.

6 THE COURT: That's why I'm not making it on the
7 record because I don't know what the circumstances are.

8 With respect to CPS, I'm a little concerned that
9 Mrs. Kassenoff would have reported to CPS, but didn't
10 report it to her husband the day that the letter was
11 received, that being said, I don't know why it would
12 generate a CPS operation that a child was in distress and
13 should have gone to her therapist.

14 MR. ALLAN KASSENOFF: Your Honor, if I may?

15 THE COURT: Sure.

16 MR. ALLAN KASSENOFF: The report to CPS was
17 generated the day after the hearing we had with you. So
18 let me just give you the time line. June 1 she got Charlie
19 to send it. Mrs. Kassenoff just sat on it as did
20 Ms. Spielberg for three days.

21 They sent you the letter June 4th. You ordered
22 the hearing on June 5th. Low and behold on June 6th, I get
23 a call from CPS using the exact words that Katherine loves
24 to use, suicide ideation, which quite frankly, I never even
25 heard of outside of Katherine repeating it --

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1 MS. SPIELBERG: It's in one of your kid's
2 doctor's reports.

3 MR. ALLAN KASSENOFF: The report was made --

4 THE COURT: I am not going there.

5 MR. ALLAN KASSENOFF: CPS reported that the
6 report was made --

7 COURT REPORTER: I'm sorry, I cannot take
8 everyone talking at the same time.

9 THE COURT: Okay. The court reporter doesn't
10 have the gift of taking more person than one. Fine. I
11 will order a CPS investigation. And you want it regarding
12 this particular complaint?

13 MR. ALLAN KASSENOFF: And the prior one, yes.

14 MR. DIMOPOULOS: Your Honor, there is another
15 prior complaint, which originated with Ally going to the
16 Police Department. I would want a Court Order -- actually,
17 no, we cannot get it on that one because it was already
18 unfounded. I apologize. Procedure would not permit an
19 unfounded report. So it would just be on this one.

20 THE COURT: Right. Do you have a case number or
21 something?

22 MR. DIMOPOULOS: I don't think so. Allan, do you
23 have a case number.

24 MR. ALLAN KASSENOFF: I wasn't given one.

25 THE COURT: Okay, all right. Work out a briefing

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1 schedule regarding the motion to compel on Davidoff,
2 Mr. Davidoff. Between Counsel and submit it to the Court,
3 I want a short time period, but I know it's going to take
4 awhile to get the transcript. I don't know.

5 MR. DIMOPOULOS: Your Honor, I have rush on the
6 transcript.

7 THE COURT: Okay, all right. So schedule it
8 within a short period of time while we go forward with
9 that.

10 MS. SPIELBERG: Judge, if the transcript is going
11 to be used in my client's deposition where she has no
12 opportunity to fill out an errata sheet prior to, then I
13 would just ask Your Honor to take whatever corrections she
14 makes in her Affidavit in place of the errata sheet, if for
15 some reason the transcript, rough or otherwise, is not
16 accurate with respect to what she said.

17 THE COURT: She can do that. That's fine. She
18 has an opportunity to review it. Okay, you need to go,
19 Judge Everett is waiting for you.

20 MS. SPIELBERG: Okay, thank you, Judge.

21 MR. DIMOPOULOS: Thank you, Your Honor.
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C E R T I F I C A T I O N

Certified to be a true and accurate transcript of the minutes of Skype proceedings taken by the undersigned, to the best of her ability.

Barbara Marciante

Barbara Marciante,
Official Court Reporter