

1 SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF WESTCHESTER

2 -----X

3 ALLAN KASSENOFF,
Plaintiff,

4 -against-
CATHERINE KASSENOFF,
Defendant.

5 -----X

6 INDEX NO. 58217/2019

7 Westchester County Courthouse
111 Dr. Martin Luther King, Jr. Blvd.
White Plains, New York 10601
October 14, 2020
4:00 p.m.

8 B E F O R E: HONORABLE NANCY QUINN KOBA,
9 Justice of the Supreme Court.

A P P E A R A N C E S:

10 DIMOPOULOS BRUGGEMANN PC
Attorneys for Plaintiff
11 73 Main Street
Tuckahoe, New York 10707
12 BY: GUS DIMOPOULOS, ESQ.
MICHAEL CHIARAMONTE, ESQ.

13 HAROLD SALANT STRASSFIELD & SPIELBERG
14 Attorneys for Defendant
81 Main Street, Suite 205
15 White Plains, New York 10601
16 BY: JILL SPIELBERG, ESQ.
ALYSON KURITZKY, ESQ.

and
17 SANCTUARY FOR FAMILIES
30 Wall Street, 8th Floor
18 New York, New York 10005
19 BY: LISA VARA, ESQ.
DIANE STEINER, ESQ.

20 MOST & SCHNEID, PC
Attorney for the Children
21 222 Bloomingdale Road, Suite 302
White Plains, New York 10605
22 BY: CAROL W. MOST, ESQ.

23 ALSO PRESENT:
Irene Ratner, Esq. - Court Attorney Referee
24 Allan Kassenoff
Catherine Kassenoff

25 Gina M. Saline,
Senior Court Reporter

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1 (The following proceedings were held with all
2 participants appearing via Teams.)

3 THE COURT: Who's Lisa Vara?

4 MS. VARA: I'm Lisa Vara, Sanctuary for Families.
5 I'm co-counsel with Jill Spielberg's law firm.

6 THE COURT: Is everybody else on the line here? I
7 don't see Mrs. Kassenoff. Is she in your office, Mrs.
8 Spielberg?

9 MS. SPIELBERG: She is. She's sitting here. We're
10 trying to social distance. She won't be on her own screen
11 but she's listening.

12 THE COURT: All right. I'm here along with Irene
13 Ratner. Can you give the appearances from the parties,
14 please? Starting with plaintiff.

15 MS. SPIELBERG: Gus, you're muted.

16 MR. DIMOPOULOS: I'm sorry. For the plaintiff,
17 Dimopoulos Bruggemann, Gus Dimopoulos and Michael
18 Chiaramonte. And Mr. Kassenoff is on the call as well, your
19 Honor. Good afternoon.

20 THE COURT: Good afternoon.

21 MS. SPIELBERG: Jill Spielberg and Alyson Kuritzky,
22 Harold, Salant, Strassfield, Spielberg, 81 Main Street,
23 White Plains, New York 10601 for the defendant, Catherine
24 Kassenoff, also present. Good afternoon, Judge.

25 THE COURT: Good afternoon.

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1 MS. MOST: Good afternoon, your Honor. Carol Most,
2 attorney for the children.

3 THE COURT: Okay. And Miss Vara.

4 MS. VARA: Also for the defendant, Catherine
5 Kassenoff, Sanctuary for Families, 30 Wall Street, 8th
6 Floor, New York, New York 10005. I'm Lisa Vara and Diane
7 Steiner, my colleague, who I believe is also on the call.

8 MS. STEINER: Good afternoon.

9 THE COURT: Are you here? Okay.

10 So, we're having this conference today because
11 Referee Ratner has made me privy to the voluminous E-mail
12 communications that have been going on for the last week or
13 so on topics that I have previously ruled on on multiple,
14 multiple occasions. And, quite frankly, I'm at the point
15 where I'm going to authorize a contempt motion because I
16 keep dealing with the same behavior that I've written about
17 and talked about and made rulings on on multiple
18 conferences.

19 So there is no misunderstanding, let me state it
20 clearly for the record. There are to be no communications
21 between Mrs. Kassenoff and the children's therapist per the
22 multiple orders of this court other than for scheduling.
23 Period.

24 After an extremely lengthy temporary custody
25 hearing and after due deliberation and careful consideration

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1 of all the testimony and the documents that were entered
2 into evidence, this court made a determination and awarded
3 temporary custody and sole legal custody to Mr. Kassenoff as
4 well as final decision making authority. I also made it
5 perfectly clear that I would not, no materials were to be
6 provided to the children's therapist because I wanted the
7 therapy to be directed by the children and their therapist.
8 That's it. If I get another E-mail of communications with
9 the therapist contrary to the multiple orders of this court
10 then the party, the adversary to the party violating my
11 order will be given authority to file a contempt motion.
12 Period. It is over.

13 Under no circumstances did I authorize any party to
14 give a trial testimony transcript that is confidential to
15 anybody. And I certainly didn't authorize detective's
16 testimony to be given to a child's therapist. That therapy
17 is to be directed by the child and the therapist. Period.
18 I don't understand how much clearer I can make that.

19 So, again, I get a single E-mail again about
20 inappropriate communications with the therapist contrary to
21 the order of myself and Judge Everett a contempt motion will
22 be authorized. Maybe that behavior will finally stop.

23 MS. SPIELBERG: Judge, may I be heard?

24 THE COURT: No. No. I read all the E-mails. I've
25 seen all the E-mails.

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1 MS. MOST: Your Honor, if I could be heard. This
2 is Carol Most.

3 THE COURT: Yes.

4 MS. SPIELBERG: I would just ask that the
5 detective -- Judge, I would ask that the directive be to
6 both parties because Mr. Kassenoff has maligned Miss
7 Kassenoff to Dr. McGuffog in ways, telling Dr. McGuffog the
8 same amount of information and my client is not able to set
9 that record straight nor defend herself.

10 THE COURT: There was one E-mail, there was one
11 E-mail communication from Miss McGuffog. I chastised Mr.
12 Kassenoff. I believe I just stated either party --

13 MS. SPIELBERG: No.

14 THE COURT: -- is not to communicate. The current
15 E-mail is from Mrs. Kassenoff who gave the trial testimony
16 of Detective Pompilio to the therapist. Absolutely was not
17 authorized. I was --

18 MS. SPIELBERG: Judge, there was --

19 THE COURT: Excuse me. There was an E-mail from
20 Dr. McGuffog several months ago and I spoke to Mr. Kassenoff
21 about that too.

22 If there is any misunderstanding, let me make it
23 clear. My primary interest here are these children. I've
24 tried to put it in writing and make it perfectly clear to
25 both sides these children are not in the divorce. Their

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1 therapy is to help them navigate through this extremely
2 difficult time. They are to determine with their therapist
3 what they find to be upsetting to them. They are to be
4 directed at that time as to what's important to them and
5 what they want to talk about. What we perceive may not be
6 what they perceive. It is for them to have that
7 confidential therapeutic relationship with their therapist.
8 Which goes to the other issue that was raised in the E-mail
9 communications. Nobody should be listening to the
10 confidential communications between the children and their
11 therapist. That includes a third party employed by Mr.
12 Kassenoff as alleged. That is a confidential communication
13 between the children where they can feel safe and they can
14 talk about what is upsetting them, or what's important to
15 them, or what they feel they need to talk about.

16 So, if these Zoom conferences -- are they still
17 Zoom conferences or are they in person yet?

18 MR. DIMOPOULOS: Your Honor, they're Zoom
19 conferences. The children do their therapy in their room
20 behind closed doors.

21 THE COURT: What's this allegation about the nanny
22 listening in on their therapy or Mr. Kassenoff?

23 MS. MOST: Actually, I did speak to Dr. Adler
24 today. She has been trying to get to the house and have
25 in-person therapy sessions with the girls at least every

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1 other week. That has been her goal and for the most part
2 that's been happening.

3 I did also speak to Dr. Adler about the idea that
4 the, that Charlotte said she thought somebody was listening
5 in. And Dr. Adler told me that she explained to Charlotte
6 that it's not likely because of where they were. It is an
7 old house with big, big, thick walls and that she did not
8 see that it was an issue.

9 THE COURT: I don't think it was an issue as I read
10 the E-mail about somebody listening from Dr. Adler's end.
11 It was somebody listening in the Kassenoff household.

12 MS. MOST: Yes.

13 MR. DIMOPOULOS: Your Honor, I know how it arose.

14 MS. MOST: Dr. Adler did not see that as an issue.

15 MR. DIMOPOULOS: It arose because a week or two ago
16 Charlotte enabled the chat function of the Zoom during the
17 call. I watched the video. And she said that she doesn't
18 like her nanny or something along those to the Mom. And
19 they had a chat talk about it on Zoom. And from there Miss
20 Kassenoff began to say or assume that because Charlotte used
21 the chat function that she assumed that the nanny was
22 listening. There's been no proof that the nanny was
23 listening. There's been no -- there's nothing.

24 The nanny does not listen to the Zoom calls. Mr.
25 Kassenoff is being accused of simultaneously working around

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1 the clock yet somehow being fast enough to get home and
2 listen to Zoom calls at the same time. No one has listened
3 to the calls, your Honor. My client is very, very clear on
4 your orders' directives. No one is listening to the Zoom
5 calls between Miss Kassenoff and the kids or to therapy.
6 And there are no facts been proven or shown they have at
7 all.

8 THE COURT: When you're talking about the chat
9 function, is that the function that I said nobody's allowed
10 to use?

11 MR. DIMOPOULOS: Yeah. And I didn't make a big
12 deal out of it, your Honor, because --

13 MR. CHIARAMONTE: Your Honor, can I clarify that.
14 It wasn't the chat function. Catherine, not Catherine.
15 Charlotte was typing, as the names we see for each party,
16 she was using that, changing the names so as to chat with.

17 MR. DIMOPOULOS: Oh.

18 MR. CHIARAMONTE: But in any event I wanted to make
19 that clear.

20 THE COURT: In any event, it's something I direct
21 not to be used, is it not?

22 MR. DIMOPOULOS: It is, your Honor. And I didn't
23 raise it really as an issue because it was initiated by
24 Charlotte. Mom engaged in it briefly but it came to a quick
25 end and we didn't see it again.

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1 MS. MOST: It came to an end because the call was
2 terminated.

3 MR. DIMOPOULOS: Correct. Correct.

4 MS. SPIELBERG: Judge, I need to state for the
5 record --

6 THE COURT: Did Mrs. Kassenoff terminate the
7 call --

8 MS. SPIELBERG: Can anybody hear me?

9 THE COURT: -- or the supervisor?

10 MR. DIMOPOULOS: The supervisor terminated the call
11 because of the use of the chat function.

12 THE COURT: Miss Spielberg.

13 MS. SPIELBERG: Can you hear me, Judge?

14 THE COURT: Yes, I can.

15 MS. SPIELBERG: Okay. I just need to say for the
16 record that my client is no longer on the call.

17 THE COURT: Where is she? I thought she was in
18 your office.

19 MS. SPIELBERG: She was but she's no longer in my
20 office, Judge.

21 THE COURT: Where did she go?

22 MS. SPIELBERG: It's unclear. Judge, I just
23 want --

24 THE COURT: Wait, wait. She left the court
25 conference?

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1 MS. SPIELBERG: She couldn't sign on on her own
2 computer and I was unable to hear the Court while we were
3 sitting in the same room so I had to leave the room, Judge.
4 And she apparently left the office. So, I just need the
5 Court to note to the extent that you're asking her to
6 confirm something she is not here.

7 THE COURT: Okay. Well, then the Court will put on
8 the record that I directed all parties to attend this
9 conference and counsel. I have two counsel or three counsel
10 for Miss Kassenoff present on the call. I thought she was
11 in your office. You're telling me that she left and that
12 she couldn't hear you. So, is somebody going to call her to
13 see if she's going to call in on her phone like she's done
14 in the past or is she walking away from the conference?

15 MS. SPIELBERG: We will ascertain that, Judge.
16 Alyson is calling her. I just want to say --

17 THE COURT: Well, why don't you put on your
18 position while she's calling her.

19 MS. SPIELBERG: Well, Judge, I just wanted to say,
20 first of all, I don't know whether this made its way to you
21 but there was an E-mail from Mr. Kassenoff on October 12th
22 to Dr. McGuffog maligning my client, not only the one from
23 weeks or months ago.

24 THE COURT: Hold on a second.

25 MS. SPIELBERG: I want to be --

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1 MR. DIMOPOULOS: Your Honor --

2 THE COURT: Send it to me.

3 MS. SPIELBERG: Me, will I send it to you, yes.

4 THE COURT: McGuffog E-mail redacted, is that it?

5 MS. SPIELBERG: Alyson, this was attached to your
6 E-mail, correct, your letter? Alyson sent it to Referee
7 Ratner yesterday.

8 THE COURT: Hold on. Never mind. Miss Ratner will
9 find it for me. Go ahead.

10 MS. SPIELBERG: Okay.

11 THE COURT: But while she's doing that address my
12 other concern.

13 MS. SPIELBERG: Okay. With respect to the issue
14 with the chats, Judge, I don't believe that that ever arose
15 again. My client to my knowledge has been conducting
16 herself from all the reports on these calls, we have watched
17 the video footage and we don't see anything that's
18 objectionable, Judge. I haven't heard that from anybody.

19 The issue, Judge, with respect to the access both
20 telephonic and otherwise is that after this week my client
21 put it on her credit card. She cannot, she has no money
22 left. It's twenty-two, two thousand two hundred fifty
23 dollars a week for her to have her two in-person visits and
24 phone calls on the other days, the five phone calls. It's
25 fifty dollars a call, fifty dollars a fifteen minute call

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1 and a thousand dollars an in-person visit. So, at the rate
2 of two two five zero times four point three that is more
3 than my client takes home every month. She cannot afford
4 it.

5 We filed, we've raised this issue with Referee
6 Ratner the other day and it wasn't resolved. I filed an
7 emergency motion because after this week, Judge, she can't
8 have the access anymore.

9 THE COURT: That doesn't make sense to me. I don't
10 know why it would be so expensive. They're getting five
11 hundred dollars an hour to go for two hours?

12 MS. SPIELBERG: No, they get --

13 THE COURT: I've never heard that any of the time
14 I've done it.

15 MS. SPIELBERG: They get paid for their
16 transportation time; so it's a hundred seventy-five dollars
17 an hour. It ends up being about three hours of
18 transportation because they come from the city and then it's
19 the visit, and it's about a thousand dollars a visit.

20 MR. DIMOPOULOS: Hold on.

21 THE COURT: Maybe you can get somebody locally.
22 Gus?

23 MS. SPIELBERG: Judge, we attached to the motion
24 that was filed an affidavit from, from Ruchama Cohen, one of
25 the Sanctuary for Families attorneys, detailing all of the

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1 efforts made to even find CFS. Nobody else was available.
2 This was the singular, only option. If you recall, Judge,
3 Supervision Services was clear to say they had no
4 availability, not that they weren't willing to attach -- not
5 that they weren't willing to supervise because of Miss
6 Kassenoff but they had no availability. So that started a
7 new search and so here we are.

8 If you recall -- and so the affidavit details the
9 efforts made to find somebody else. It's not even like we
10 had a choice. These were the only people. And the visits
11 are just not going to be able to continue. I mean, it is
12 exorbitant I agree but --

13 MR. DIMOPOULOS: So, release the E*Trade money.
14 She can have a quarter of a million dollars in a day or so.

15 This is mind boggling. My client is about to write
16 another twenty thousand dollar check to Miss Spielberg's
17 office. He just wrote a hundred fifty thousand dollars
18 worth of checks to Miss Most and I for having the temporary
19 hearing. He's paying every single, solitary bill there is
20 known to man. He is paying every single one of the
21 children's activities, private violin lessons, you name it.
22 And on top of that, he has not made a motion to enforce his
23 statutory rights to receive child support, which I have told
24 him I'm at the point of malpractice by not asking for it,
25 but we're not asking for it due to the sensitivity of this

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1 nature. And now we're at the point where we need to pay her
2 for her supervision where she makes a hundred seventy-seven
3 thousand dollars a year against zero expenses and chose to
4 fly to New Mexico to play tennis for four days.

5 I mean, this is sanctionable to be perfectly honest
6 with you; but, your Honor, I will point out to you their
7 motion was defective for two reasons. Number 1, if it was
8 filed as --

9 THE COURT: I already looked at it. I'm not
10 signing it. It didn't go in accordance with the matrimonial
11 rules.

12 MR. DIMOPOULOS: On top of this, if, your Honor's
13 order of August 18th dealt with the issue of cost. There's
14 been absolutely, positively no change in circumstances since
15 then to modify the Court order.

16 MS. SPIELBERG: Yes, there has been. This is not
17 cost for the time rendered. The cost went up significantly,
18 Number 1. And, Number 2, the motion, I asked permission
19 from Referee Ratner to make the motion and I didn't receive
20 it but it is an emergency because my client after this week
21 cannot have access with her kids. Judge, my hands are tied.
22 I asked for permission.

23 MR. DIMOPOULOS: She needs to provide --

24 MS. SPIELBERG: I don't know what else to do. I
25 don't know what the relevance of my client's, I don't know

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1 what the relevance of my client's -- Gus, please let me
2 finish. I don't know what the relevance of my client's trip
3 to New Mexico is with respect to choosing to play tennis
4 because she's getting paid her salary. It's not as if she
5 works hourly and she chose to do that instead of something
6 else and it's allowing her not to work. My client has a
7 salary and even on that supervision costs alone,
8 notwithstanding any money to eat or utilities, are more than
9 her monthly take home.

10 And if she doesn't exercise her access, Judge,
11 there's not enough evidence to present to you when we want
12 to lift the supervision. And if she does exercise it, she's
13 out of money.

14 MR. DIMOPOULOS: Agree --

15 MS. SPIELBERG: We're caught between a rock and a
16 hard place.

17 MR. DIMOPOULOS: Agree to liquidate the four
18 hundred thousand dollars in E*Trade and all of these
19 problems are solved, or --

20 MS. SPIELBERG: Judge, I note for the record my
21 client is back in the room.

22 THE COURT: All right. Good.

23 MR. DIMOPOULOS: Or, your Honor, if she makes a
24 hundred seventy-seven thousand dollars a year and she's at a
25 twenty-eight percent tax rate, that's forty-nine. One

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1 seventy-nine times forty-nine is a hundred twenty-eight
2 thousand, divided by twelve. She nets ten thousand six
3 hundred dollars per month, zero in expenses, and claims to
4 need five hundred, a hundred seventy-five dollars per hour
5 times three hours is five twenty-five times two is -- five
6 twenty-five times two is a thousand --

7 MS. SPIELBERG: It's not for three hours, Judge.

8 MR. DIMOPOULOS: Times four point three weeks is
9 forty-five hundred dollars. The math doesn't add up.

10 MS. SPIELBERG: It's not three hours. We attached
11 proof of cost to the motion, which may not be signed but
12 it's been filed. And the proof of the cost is there. My
13 client is three hours to pay for transportation.

14 MR. DIMOPOULOS: Does the supervisor bill for
15 correspondence?

16 MS. SPIELBERG: Yeah.

17 MR. DIMOPOULOS: Oh, so maybe your client should
18 stop copying her on seventy-two E-mails a day.

19 THE COURT: All right. Let's stop. Let's stop.
20 Let's stop.

21 First of all, I have several issues with the
22 access. My order was issued on August 17th. In that order
23 I delivered, I specifically stated I wanted this twice a
24 week, same time, same day visits so the children would have
25 consistency and their mother would have consistency with

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1 their children. That doesn't seem to have happened yet, and
2 it's three months later. The other reason for doing that
3 was to give them a chance to stabilize their relationship
4 and also in preparation for a further supplemental report
5 from Dr. Abrams so these children and their mother would
6 have a chance to reconnect and go forward and deal with some
7 positive issues.

8 So, I'm actually quite distressed that the two
9 times a week, consistent same day, same time so these
10 children know when they're going to see their mother barring
11 some extraordinary holiday or event, when they could count
12 on seeing their mother. Okay? So, I want the specific days
13 established.

14 The second issue that I have here is that I still
15 don't understand why this house in New Rochelle has not been
16 sold in the market that we're in. So, what is the status of
17 that the house? Which, again, would release some funds
18 availability for the mother to pay for the supervision.

19 MR. DIMOPOULOS: Your Honor, I had a very detailed
20 conversation with Cini Palmer today.

21 THE COURT: Who's that, the broker?

22 MR. DIMOPOULOS: One of the brokers. Each party
23 kind of has their own broker working together. And I'll be
24 brief.

25 The house was purchased, according to Miss Palmer,

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1 2008 for one point four three five million. It's one of the
2 reasons Miss Kassenoff doesn't want to reduce the price, she
3 keeps remembering how much they paid. Miss Palmer indicated
4 that when it was purchased it was the height of the market.

5 THE COURT: Well, 2008, yeah.

6 MR. DIMOPOULOS: Correct. And, you know, quite
7 frankly, the house was much newer when it was purchased some
8 twelve years ago, and it is what it is. In 2015 with this
9 same broker the parties listed it for sale for one point two
10 five million. It was quickly reduced to one point one five
11 million, and this is back in 2015. They received an offer
12 for nine hundred ninety-nine thousand dollars, initially
13 accepted it. Miss Kassenoff later said no, she wouldn't
14 sell it. They decided to rent.

15 So, here we are five years later. It went back on
16 the market for a million fifty. It didn't get a million
17 five years ago. So, it was a million fifty. It was quickly
18 reduced to nine fifty. Miss Kassenoff will allege, and
19 we'll hear about it, that it was because the parties
20 couldn't agree on the improvements, the wood floors and all
21 this stuff. Okay? The bottom line is that's not true.

22 THE COURT: I thought all that stuff was done.

23 MR. DIMOPOULOS: It's resolved. And the broker
24 pointed something very interesting to me. Prior to August
25 11th -- it was removed off of the market on August 11th to

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1 do these repairs. Prior to August 11th they received
2 sixteen showings. After August 11th when the work was done,
3 it received twenty-one showings. There have been
4 thirty-seven showings with I think one lowball, ridiculous
5 offer that was contingent on a million things. The broker
6 said unequivocally that you don't have thirty-seven showings
7 and not one real offer unless you priced it wrong. She's
8 advocating for immediately reducing the price to eight
9 hundred ninety-nine thousand. She brought the manager of
10 the Houlihan Lawrence regional office to the house to give
11 her opinion on what the price should be. And that's what
12 they all agreed to.

13 She did also say that there's some remedial issues
14 with landscaping and some chipped paint at the doorway that
15 needs to be fixed, which, quite frankly, your Honor, is
16 dealt with in your Honor's order on the New Rochelle house
17 which says that I think each party has to do fifty-fifty up
18 to a cap of a certain amount. Last time something like this
19 came up my client offered to front all of the money provided
20 it gets, fifty percent is reimbursed to him.

21 THE COURT: Wait. They paid one million four
22 hundred thousand dollars for this house?

23 MR. DIMOPOULOS: Correct. And it was, as she said
24 it, height of the market. And you want to know what, she
25 joked, giggled and said sorry to say this but they overpaid.

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1 And it was twelve years ago. It was a newer house. And the
2 problem with the house, your Honor, I don't know if you're
3 familiar with the area, is it's, it's -- if you, you go near
4 where New Rochelle High School is and where that Greek
5 church is, there's North Avenue; there's the Hutch. Right
6 back there, the woods there is Lovell Road. That's where
7 they are. The problem is the front of the house is North
8 Avenue. Technically to get to the front of the house you
9 have to walk up through those woods from North Avenue. What
10 they had done years ago is change the address to 80 Lovell
11 but you're actually entering the rear of the house, which to
12 some people it's off putting.

13 Secondly is the market assessment at the one point
14 four purchase price the taxes are higher than comparably
15 situated houses because of the one point four purchase
16 price.

17 THE COURT: Right. Did anybody grieve those?

18 MR. DIMOPOULOS: I don't know. I'll have to ask
19 Mr. Kassenoff if they've grieved them. Technically they're
20 grievable now at the new purchase price so they would lower
21 but from what I understand that's not a guarantee. But it
22 is a firm suggestion that it gets reduced to eight
23 ninety-nine and the broker also feels that, you know, there
24 is a potential in this market with the winter coming up we
25 only have so much time and this is really our chance.

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1 THE COURT: Right, but if you bring it down to
2 eight ninety-nine, what do they net out of it?

3 MR. DIMOPOULOS: I think the mortgage is about five
4 hundred or four fifty, Allan; is that correct? Allan texted
5 me they --

6 MS. SPIELBERG: Judge, if they further reduce the
7 price, the house, there'll be no equity left in the house.

8 THE COURT: That's what I'm saying. What's the
9 equity?

10 MR. DIMOPOULOS: What's the mortgage, Allan?

11 MR. KASSENOFF: My recollection we owe around five
12 hundred on it. I can confirm it over the course of this
13 call but it's in the five hundreds.

14 MR. DIMOPOULOS: So, they'll net four hundred
15 thousand less expenses.

16 THE COURT: Well, I don't see the market getting
17 better. I mean, this is, this is the hottest market and the
18 mortgage rates are so low. I think that the parties really
19 need to look at what they can get from the house.

20 MR. DIMOPOULOS: The problem is Miss Kassenoff in
21 our --

22 MS. SPIELBERG: She's not agreeing to reduce.

23 MR. DIMOPOULOS: I know she's not agreeing but
24 here's the thing, your Honor, the Court order says --

25 THE COURT: What does my order say? I thought we

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1 had an automatic reduction.

2 MR. DIMOPOULOS: Can I just finish, Jill, then I'll
3 let you talk?

4 MS. SPIELBERG: If I could be heard.

5 THE COURT: Hold on, Miss Spielberg. I want to
6 know the answer to my question, which is: What does the
7 order say?

8 MR. DIMOPOULOS: The Court order has mandatory
9 reductions in purchase price but in the very next sentence
10 says at all times the parties will be guided by the
11 recommendations of the broker. So, there can be no
12 disagreement on recommending with the broker. And quite
13 honestly, you know, it will never get reduced; it will never
14 get sold and that only helps one party, the one who's living
15 there for nothing.

16 So, I can't, I can't forget that we've constantly
17 been complaining I can't see the kids because of no money; I
18 can't do this because of no money but I'm not willing to
19 liquidate the assets that will put hundreds and hundreds and
20 thousands of dollars in my pocket tomorrow.

21 MR. KASSENOFF: Gus, the mortgage is four hundred
22 ninety-four thousand two fifty-nine.

23 MR. DIMOPOULOS: Thank you.

24 THE COURT: But after your broker's fee and pay by
25 back the mortgage what are they really netting out of there?

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1 MR. DIMOPOULOS: I'll tell you exactly. If it
2 sells --

3 MS. SPIELBERG: The issue is -- if I may be heard,
4 Judge. The issue is that we agreed to a reduction initially
5 that was way more than what the order set forth with the
6 understanding that the house would try to sell at that
7 amount. The idea was to drop it enough to get more traffic
8 and there was a tremendous amount of time lost with all the
9 nonsense with the redoing of the floors and not releasing
10 the money and all of that back and forth. And my client is
11 not in a position right now in light of her financial
12 situation to be continually dropping the price of this
13 house. Regardless of what corner it is. You know, we can
14 give it a little bit more time. She's not -- we just
15 reduced it.

16 THE COURT: Here's the problem that you have. And
17 I don't profess to be a realtor, or let's just do basic
18 math. If the realtors, if you have thirty-seven showings
19 and you didn't get an offer on the house, there is a problem
20 with the price. They're continuing to pay the mortgage.
21 Although Mr. Kassenoff continues to pay the mortgage, at
22 some point he's going to come back to Mrs. Kassenoff and say
23 you have to pay me back fifty percent or I'm going to get a
24 credit of fifty percent of what he's going to claim she
25 should have paid. And ultimately I don't know by hanging

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1 out and leaving it at nine hundred and not getting it off --
2 what's the current price, nine fifty?

3 MR. DIMOPOULOS: Nine fifty, your Honor. It's
4 fifty thousand --

5 THE COURT: Even at nine fifty where there hasn't
6 been an offer, while you continue to pay the mortgage and
7 the taxes and all that stuff, what Mrs. Kassenoff is going
8 to end up with is basically nothing after you do all
9 those --

10 MS. KASSENOFF: Your Honor, may I address the
11 Court?

12 THE COURT: -- credits, Miss Kassenoff.

13 MS. KASSENOFF: Judge, I have a proposal I'd like
14 to make. I did already make it to the plaintiff and I
15 didn't get a response, which is as follows. Because of what
16 happens in the last several months with the plaintiff
17 refusing to allow the repairs of the floor, and refusing to
18 deal with the painting, and remember there was this terrible
19 dog smell during the summer months when we had the most of
20 the house --

21 THE COURT: I remember.

22 MS. KASSENOFF: Let me just finish. The house was
23 being shown in a really, really terrible condition at the
24 height of the market. My position is the plaintiff has
25 really diminished that asset. He decided to -- you know, he

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1 refused to clean the gutters. Now we have a huge problem in
2 the basement with moisture and fungus and all of that.
3 That's been noted by some of these prospective buyers.

4 My proposal is as follows. Why not agree to a
5 further reduction but the first fifty thousand goes directly
6 to me because of the plaintiff's dissipation of this asset.
7 I would agree to that.

8 MR. DIMOPOULOS: That's wonderful. Thank you.

9 No, your Honor. We won't agree to that. As a
10 matter of fact, here's what we will agree to. I would like
11 permission to make a motion under the DRL to be appointed
12 the temporary receiver to accurately and properly market
13 this property for sale in accordance with your Honor's order
14 which says to be guided by the brokers' recommendations.

15 According to Miss Palmer, who's been doing this for
16 twenty-five years, you don't show a house thirty-seven times
17 and get zero offers when it's priced right. I wish my house
18 was worth ten million dollars but it's not. The market's
19 going to dictate it.

20 Miss Kassenoff has zero incentive to sell this
21 house because then she doesn't have a beautiful six-bedroom
22 house to live in for free.

23 At this point in time, your Honor, our waste claim
24 is being established on a day-by-day basis because if we
25 wait and this house sells for seven fifty it's not going to

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1 be hard to prove. But here's the bottom line, it's going to
2 be sold at trial no matter what. So the question is: Do we
3 sell it now, get as much as we can for it or do we wait and
4 completely liquidate our waste claim?

5 The fact that Miss Kassenoff thinks that by showing
6 it sixteen times when it wasn't in good condition, and I can
7 document every single thing, Mr. Kassenoff did everything he
8 was supposed to do, paid these people, all right, perhaps
9 they argued about it for a couple of days, it was done, and
10 then it showed twenty-one times after being repaired. So
11 what happened with --

12 THE COURT: What was the offer they received?

13 MR. DIMOPOULOS: I don't remember exactly. I think
14 it was someone offered like eight but that it was
15 conditioned on them selling their house or something
16 ridiculous.

17 THE COURT: Oh.

18 MR. DIMOPOULOS: It wasn't a real offer, your
19 Honor.

20 THE COURT: Right.

21 MR. DIMOPOULOS: But my argument against
22 Miss Kassenoff --

23 MS. SPIELBERG: Judge.

24 MR. DIMOPOULOS: -- is twenty-one showings since
25 it's been back on the market as of August 11th. In pristine

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1 condition. Twenty-one. Not one offer.

2 MS. SPIELBERG: Judge, Judge, the issue is that the
3 order, the order that you entered has the brokers'
4 recommendations with respect to repairs. There was a
5 procedure put in place to reduce the price. That's
6 different, that's separate from the brokers'
7 recommendations.

8 THE COURT: I don't recall what I said. Is it
9 after thirty days, after forty days? What it is?

10 MR. DIMOPOULOS: I'll look at the Court order right
11 now.

12 MR. CHIARAMONTE: I have it right now.

13 MS. SPIELBERG: Hold on. Let me finish.

14 THE COURT: Let her finish. Hold on.

15 MS. SPIELBERG: Judge, my, the issue is that my
16 client agreed to reduce it in excess of the order the first
17 time with the hopes of getting, of jump starting the action
18 on the house. But I will say this, Judge, if Mr. Dimopoulos
19 is going to make the argument that my client is
20 intentionally thwarting the sale of the house, he's going to
21 have to explain away the entire staging of the whole house,
22 which was done by loans and gifts and the kindness of people
23 that Miss Kassenoff gathered in order to make this house
24 look nice for buyers. She would have only done that in
25 order to sell it. Stage the house --

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1 THE COURT: Here's what I recall.

2 MR. DIMOPOULOS: So she'll have nice furniture.

3 THE COURT: The court reporter can take one person.

4 Stop.

5 MS. SPIELBERG: One more second, Judge.

6 THE COURT: No, no. Stop.

7 MS. SPIELBERG: One more --

8 THE COURT: This is what I recall. Okay? The
9 broker recommended it go on for less than a million dollars.
10 Mrs. Kassenoff wanted to go to a million fifty. I said
11 fine, why not try to see what you'll get if you get it over
12 a million dollars. But let's remember, the broker initially
13 said it should be less than a million dollars. We tried, we
14 said try to get the most you can from it and it didn't work.
15 So, the house needs to be sold. You're not -- you're going
16 to get less money.

17 MS. SPIELBERG: We reduced it to nine fifty, Judge.
18 Let me just say. If Mr., if the Court is inclined to give
19 Mr. Dimopoulos permission to make the motion he requests, I
20 would like permission to cross move for dissipation,
21 wasteful dissipation in light of the plaintiff's delays.
22 That's all. That was my last sentence, Judge.

23 MR. DIMOPOULOS: Okay. Let's --

24 THE COURT: Wait. You're going to make a motion
25 for the -- I remember that whole discussion. Okay? It was

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1 three thousand dollars and I said use the deposit.

2 MR. DIMOPOULOS: And we used it, your Honor. The
3 security deposit. The guy was timely paid. He was timely
4 paid. It is a non-issue that everyone's trying to, that
5 Miss Kassenoff is trying to raise.

6 Look, I don't know how to argue this any better.
7 Thirty-seven showings at nine fifty, not one offer. I mean,
8 I don't what else to say.

9 THE COURT: Here's what I'm going to tell you. All
10 right? My purpose in having this conference was to admonish
11 both sides and the parties not to speak to the therapist
12 about the children and to get a consistent schedule for Mrs.
13 Kassenoff to see the children so they know exactly what days
14 and what times they're going to see their mother.

15 Now, the last I heard that you were talking about
16 Tuesdays and Saturday mornings; is that it, nine to eleven?

17 MR. DIMOPOULOS: That's set in stone, your Honor.

18 THE COURT: Is that set in stone? Because that's
19 what I want.

20 MR. DIMOPOULOS: That has been consistent. Other
21 than when Miss Kassenoff went away, it's been happening
22 every Tuesday and every Saturday. There was a hiccup with
23 rescheduling it this last week because the kids had flu
24 shots, but just changing the time. It's set in stone. Now,
25 the good news is Miss Kassenoff is once again having her

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1 Zoom calls, which stopped for a while.

2 MS. SPIELBERG: Can I bring this back to the
3 beginning, which is that if Miss Kassenoff has to continue
4 to pay a hundred percent of these costs they're not going to
5 continue.

6 MR. DIMOPOULOS: Then they won't continue, Jill.

7 MS. SPIELBERG: Mr. Dimopoulos's math was wrong.
8 As I told the Court, it's three hours just for the
9 transportation and then the two-hour visit.

10 Also, Judge, my client still hasn't gotten her
11 belongings. Before your Honor ends this conference, we have
12 to address that. It's so outrageous. She goes to work --

13 THE COURT: I don't understand. When we had the
14 hearing in July, I got a list and I said she could go in and
15 get her stuff. And I thought she had done that.

16 MR. DIMOPOULOS: She did. She just chose not to
17 bring all her clothing. Just some.

18 MS. SPIELBERG: No, Judge. She was given thirty
19 minutes with a police officer. She got her summer clothes.
20 Now she needs her winter clothes. She needs her other
21 belongings. There were other agreed upon things.

22 MR. DIMOPOULOS: I can speak very, very clearly --

23 MS. SPIELBERG: There was a -- no, no, no.

24 MR. DIMOPOULOS: I'm giving you what you want,
25 Jill. If you just stop, I'll give you what you want.

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1 THE COURT: He's going to let you go. Stop. Yeah,
2 I want a date and time and she needs to get her stuff.

3 MR. DIMOPOULOS: Your Honor. Your Honor.

4 THE COURT: And a list. She already had a list.

5 MR. DIMOPOULOS: This wasn't -- this changes over
6 time. Now it's about her clothing. Originally --

7 THE COURT: It was about the furniture. I know.
8 The office. I actually remember this case. I conferenced
9 it multiple times and I've lived with this since July.

10 MR. DIMOPOULOS: My client will pack up. He's made
11 this offer to Miss Kassenoff directly in an E-mail just
12 yesterday. He would have offered it a week and a half ago
13 or two weeks ago. Here it is. I will bring you all of your
14 clothing packed nicely in suitcases. I will bring it to
15 your house. All I want in return is the renewal
16 registration for my car which you have in your possession
17 but refuse to give to me, and I would like the spare key for
18 my car which you will not give to me, and I will pack
19 everything up nicely and bring it over to you. Then it was
20 no. So --

21 THE COURT: Hold on a second. This is, this is
22 absurd. Okay? Whoever has the renewal registration for the
23 vehicle, Mrs. Kassenoff, you need to turn it over or your
24 client can just get a lost renewal online.

25 I want a list of what Mrs. Kassenoff wants to get

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1 at the house. Miss Spielberg, did you send that yet, the
2 new list?

3 MS. SPIELBERG: There is a list that's been
4 negotiated by Miss Steiner with Mr. Dimopoulos.

5 THE COURT: Do you have something written out Miss
6 Steiner?

7 MS. STEINER: Yes, yes. We have, we have agreed on
8 the items that are to be removed. The issue was never, at
9 least recently the issue was not on the items. We have a
10 list. The issues was on all the other conditions that was
11 put on my client in order for her to actually turn over and
12 get her belongings.

13 So, even right now you can see the way the
14 negotiations have gone. He'll agree to pack up her clothing
15 and give it to her but there's always a condition. That's
16 what it's been like dealing with opposing counseling for the
17 past six weeks.

18 MR. DIMOPOULOS: Okay, your Honor, let me respond.
19 It's not a condition. If she was reasonable and gave him
20 his registration and his key there would be no condition,
21 but he'll never get it unless he places a condition.

22 MS. STEINER: I understand --

23 MR. DIMOPOULOS: But, Miss Steiner, another thing,
24 I didn't place unreasonable conditions on you. This court
25 has written numerous times that my client is permitted to

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1 place restrictions on her access. Here are my conditions.
2 There were two of them. I need a court order and I need
3 police supervision. They called Larchmont. Larchmont will
4 only give her a half an hour. She wants four hours to come
5 in. We said fine, pay for private security. A hundred
6 seventy-five dollars an hour, then you can have four hours,
7 five hours, six hours.

8 MS. SPIELBERG: Why does there --

9 MR. DIMOPOULOS: This is not unreasonable.

10 MS. SPIELBERG: There is no order of protection.
11 There is no order of protection anymore.

12 MR. DIMOPOULOS: It does not matter. Your client
13 has never behaved in a reasonable --

14 MS. SPIELBERG: If that is something that Mr.
15 Kassenoff feels he needs to be protected then he should pay
16 for it. My client --

17 MR. DIMOPOULOS: Miss Spielberg.

18 THE COURT REPORTER: One at a time.

19 THE COURT: Let me just say something here. Okay?
20 He decides who goes to the house of which he has exclusive
21 use and occupancy. I require a security person or somebody
22 else because of the relationship between the parties and the
23 level of mistrust between the parties. You can work out how
24 that's going to happen. I want the list that's agreed upon.
25 I will so order it. Work out and negotiate with Miss

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1 Steiner how you're going to have supervision so that the
2 level -- given the level of mistrust, I don't think it's
3 reasonable for Miss Kassenoff to rely upon Mr. Kassenoff to
4 pack her belongings. She's entitled to go through her own
5 things --

6 MS. SPIELBERG: She does not want that, Judge.

7 THE COURT: What?

8 MS. SPIELBERG: She does not want him to pack her
9 belongings.

10 THE COURT: I understand that. I'm agreeing with
11 you. I don't think that's reasonable.

12 MR. DIMOPOULOS: Your Honor, we have offered
13 this --

14 MS. SPIELBERG: If she has a third party, does
15 there have to be a law enforcement officer? Can't it be a
16 friend or something?

17 MR. DIMOPOULOS: No, no.

18 THE COURT: No. It has to be somebody that's going
19 to maintain decorum and quietness and order and all those
20 things we need. The children absolutely are not going to be
21 there, that goes without saying.

22 MS. STEINER: Judge.

23 THE COURT: Who's talking now?

24 MS. STEINER: Judge, if I might, it's Miss Steiner.

25 THE COURT: Miss Steiner, yes.

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1 MS. STEINER: Yeah. If I might talk for a moment.
2 In our negotiations I offered not only that Mr. Kassenoff
3 could pick a person of his own choosing and we would agree
4 to that, but I also offered that any, that any item that
5 would be in dispute that Mrs. Kassenoff would take we would
6 photograph it and it would be without prejudice and we would
7 send the photograph immediately to Mr. Kassenoff and we
8 could resolve the dispute right away or she wouldn't take
9 the items that was photographed.

10 I have not in thirty years of private practice ever
11 heard my client having to go into a home to get his or her
12 belongings and having to pay a retired police officer a
13 hundred seventy-five dollars an hour to do that. I mean, it
14 just makes no sense. I understand that there's no level of
15 trust but all she is doing is removing the items and it's
16 specified, and they're listed, and they're identified, and
17 she'll be out of there; but she should not have the added
18 responsibility of having to pay someone a hundred
19 seventy-five dollars an hour.

20 THE COURT: She doesn't have to. Then she can have
21 the police department supervise it for half an hour.

22 MR. DIMOPOULOS: She can go three times at a half
23 hour with Larchmont for free. I'll agree to that.

24 MS. STEINER: The half an hour won't do it. The
25 half an hour won't do it. She'll come back three times?

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1 THE COURT: Actually, the half an hour should be
2 more than enough time. This will now be third time I have
3 allowed her access to the house. So, first it was she
4 needed to get her summer clothes because she only had her
5 winter clothes. Now she has to get her winter clothes and I
6 agree with that, but I'm not allowing her access to the
7 house and not directing to have access to the house in the
8 absence of an appropriate person to supervise given the
9 history of these parties. That's it.

10 MS. STEINER: Could we think of an appropriate
11 person? Can we agree on a different person?

12 MR. DIMOPOULOS: Miss Steiner, no, no. Look, I
13 don't know what more to say. I have an order of this court
14 from you, your Honor, that says he can impose restrictions.
15 He has exclusive occupancy. We have agreed to their list of
16 contents. We've agreed to either go in with Larchmont or if
17 not we'll give you four hours to go with someone. This is
18 about money. That's all it is. She doesn't want to pay the
19 one seventy-five. Well too bad.

20 MS. STEINER: She can't even afford to feed the
21 children.

22 THE COURT: I don't blame someone for not wanting
23 to pay the one seventy-five. Is there an alternative person
24 that the both sides trust that they can listen to?

25 MR. DIMOPOULOS: Your Honor, my client doesn't hate

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1 anyone in this world enough to ask them to go into that
2 situation and --

3 THE COURT: There we go, Mr. Dimopoulos.

4 MR. DIMOPOULOS: No, it's ripe with conflict. I
5 don't mean because of her. Think about it, two people are
6 getting a horrible divorce, will you go oversee a tense
7 matter? Come on. This isn't something like that. What
8 if --

9 MS. STEINER: It isn't going to be tense because we
10 have every single item identified. She's not going to take
11 a single item that is not on that list. That's why we went
12 through that list and got it done.

13 MR. DIMOPOULOS: Then go with Larchmont PD. I'm
14 sorry. I cannot agree.

15 MS. STEINER: Could we go to Larchmont --

16 MS. SPIELBERG: Judge, they're allowing her --

17 MS. STEINER: Suppose it takes four days for her to
18 get the items on that list.

19 MR. DIMOPOULOS: I think it's perfectly reasonable.
20 If she wants to go in on multiple occasions with Larchmont,
21 I would tell my client to agree.

22 THE COURT: That's not going to happen. That's
23 ridiculous.

24 MR. KASSENOFF: Your Honor, can I say one thing?

25 THE COURT: Yes, go ahead.

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1 MR. KASSENOFF: I received a notice that I needed
2 to renew my car registration about two months ago. I went
3 online. I did it. They -- I got the temporary ten-day
4 renewal.

5 THE COURT: Right.

6 MR. KASSENOFF: I wait ten days. I don't get the
7 actual thing you need to put in your car. I call the D.M.V.
8 and eventually I figure out because the car was registered
9 in Catherine's name and she's forwarding her mail, the
10 renewal registration's going to her. I've now done this
11 temporary renewal four times.

12 THE COURT: It's very simple. Mrs. Kassenoff, Mrs.
13 Kassenoff give him the renewal for the vehicle. It's the
14 status quo he's using the vehicle.

15 MS. KASSENOFF: Your Honor, here's the thing. I'd
16 like to be really clear on this. The plaintiff interfered
17 with my mail. All right? He won't give me the mail. I had
18 it forwarded to multiple addresses because I was evicted
19 from my home very abruptly. Okay? So, first it was
20 Brooklyn. I know this sounds like oh who cares but it is a
21 really big deal to me because I'm the one --

22 MR. KASSENOFF: Catherine, just give me the
23 registration.

24 MS. KASSENOFF: So, excuse me, I'm not done. I
25 want this court to know that if I don't get my clothing I

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1 will lose my job. Okay? I don't have clothes. I am
2 wearing clothing that has been donated to me. Okay? I
3 can't meet the Governor of New York wearing this. My
4 clothing is so incredibly important. I have waited since
5 March. I'm walking around with holes in my pants. Two
6 pairs of underwear. That is absolutely urgent. And I need
7 it to be handled more so than anything else right now.

8 And if you're trying to break me, if this court is
9 trying to break me, you're doing a really good job. And I
10 am a strong person. I've been through cancer twice. This
11 is inhuman to do this to somebody.

12 MR. DIMOPOULOS: Your Honor, I have said --

13 MS. KASSENOFF: I am not done, Mr. Dimopoulos.

14 MR. DIMOPOULOS: I said for a month now she can go
15 to Larchmont any time she wants.

16 MS. KASSENOFF: I need the clothing. I need more
17 than thirty minutes to do so. And I cannot afford some
18 police officer to come at a hundred seventy-five dollars an
19 hour. I made a deal with Mr. Kassenoff the other day. I
20 said, I wrote to him and said I have just received your
21 renewal. He said great, I'm going to come and get it and
22 I'll bring you your clothing. I said sure, that's fine. We
23 made a deal. Guess what he does? He adds a condition on
24 the very last E-mail exchange between the two of us that was
25 unacceptable where he wanted me to relinquish a key to a car

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1 that is marital property when he could go out himself and
2 get himself an extra key.

3 MR. KASSENOFF: Your Honor, that's --

4 MS. KASSENOFF: I said no.

5 MR. KASSENOFF: -- the second thing I like to
6 raise.

7 MR. DIMOPOULOS: Allan, stop. I feel bad for the
8 Judge.

9 THE COURT: This is why you have to have somebody
10 supervise the removal of clothing. Okay? This is it.
11 So --

12 MR. KASSENOFF: Your Honor, one last point if I
13 may.

14 THE COURT: No. We're done. My court reporter
15 needs to leave.

16 MR. KASSENOFF: It is a safety issue, your Honor.

17 MS. MOST: Your Honor, if I could address
18 something.

19 THE COURT REPORTER: One at a time, please.
20 Everybody stop.

21 MS. KASSENOFF: Judge, it's so inhuman. It is so
22 inhuman to not have clothing.

23 MS. MOST: Your Honor, if I could address you at
24 the time.

25 MS. KASSENOFF: Miss Most, it's my issue. It is an

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1 emergency. I don't know how else to say this. It is an
2 emergency. I cannot walk around like this. I don't have
3 sweaters. I don't have a jacket.

4 MR. DIMOPOULOS: Your Honor, can I now address this
5 emergency, please? Just really brief.

6 MS. KASSENOFF: Thousands of dollars in legal fees.

7 THE COURT: I'm terminating this conference because
8 this behavior is unacceptable to me. This is a court of
9 law. People need to act as if it is a court of law.

10 MS. KASSENOFF: I'm trying to, Judge.

11 THE COURT: Everybody needs to stop.

12 Mrs. Kassenoff, you have thirty minutes to go in
13 and get your clothes.

14 Mr. Kassenoff, get the list of things from Miss
15 Steiner. Anything that's non-clothes-wise you can put by
16 the front door to facilitate the quick exit from the house.
17 That's it. She needs to get her clothes. I ordered this in
18 July. Get it done.

19 Mrs. Kassenoff, give the man the renewal to the
20 vehicle because that's the status quo right now in this
21 matrimonial action.

22 MR. DIMOPOULOS: Your Honor, can I just? I want to
23 clarify.

24 THE COURT: No. What is this about class rep?

25 MR. DIMOPOULOS: No, no. Just so we don't leave

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1 this conference and argue, your Honor, I want to clarify
2 your order. I offered the same thing three weeks ago.
3 Larchmont Police Department, thirty minutes, get your
4 clothing. My client will take everything off the list and
5 pack it.

6 Allan, can you put it in the garage? Do you have a
7 garage in your house?

8 MR. KASSENOFF: Yeah, we have a garage.

9 MR. DIMOPOULOS: So, he'll place the non-clothing
10 items in the garage.

11 THE COURT: I guess it wasn't clear enough. I
12 thought it was very clear, Mr. Dimopoulos.

13 MR. DIMOPOULOS: Your Honor, every time --

14 THE COURT: I'm talking about class rep now. Mrs.
15 Kassenoff is a class rep with Charlotte at FASNY?

16 MR. DIMOPOULOS: Class mom.

17 THE COURT: How did that happen? How does she have
18 that when she has supervised visitation with the child?

19 MR. DIMOPOULOS: What happened is the school was
20 notified and knows about it but the class mom is selected by
21 the PTA that wasn't notified. So, she signed up, wanted to
22 do it and they not knowing of anything they said fine. The
23 problem is the school now has asked Mr. Kassenoff, well,
24 what do you want to do? We didn't want to do anything
25 without asking your Honor. We have no idea what being a

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1 class mom entails and whether or not they'll have contact
2 with the kids or not. We just don't know. We don't want to
3 speak to PTA because then we'll get accuse of defaming her.

4 THE COURT: We're not going to speak to the PTA.
5 We're not going to defame Mrs. Kassenoff. She has
6 supervised access to her child. Period. That's it. So,
7 there can be no communication or interaction at the child's
8 school while there's supervised access.

9 That being said. Mrs. Kassenoff, if you could send
10 us a list of what your responsibilities are as a class
11 parent.

12 MS. KASSENOFF: Your Honor, my --

13 THE COURT: I am not going to make that decision
14 right now. Okay? What day is she available to go and get
15 her clothes?

16 MS. KASSENOFF: Your Honor, may I just address that
17 briefly?

18 THE COURT: What, the class parent?

19 MS. KASSENOFF: It is a communication issue with my
20 child but not with the school. I did not understand.

21 THE COURT: I am not dealing with the class
22 parenting. Send me a list of what --

23 MS. MOST: Your Honor, if I could address.

24 THE COURT: I don't have enough time. It's two
25 minutes.

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1 MS. KASSENOFF: I'm trying to address --

2 THE COURT: The issue we're dealing with here which
3 is get a time and date for Mrs. Kassenoff to get her
4 clothing, give that information to Miss Steiner, Miss
5 Steiner, reduce it to an order, or Mr. Dimopoulos, and I
6 will sign it.

7 I will have Maria reschedule a conference next week
8 to talk about the class parent issue. You need to contact
9 Miss Ratner regarding any cross motion you wish to file,
10 Miss Spielberg.

11 MS. MOST: Your Honor, if we can also address --

12 MS. SPIELBERG: Judge, what --

13 THE COURT: I have four minutes. Okay? People
14 have wasted our time yelling and screaming about nonsense.

15 MS. MOST: Your Honor.

16 MS. SPIELBERG: Judge, can you tell me what your
17 Honor's determination is with respect to the finances of the
18 supervision? My client would at least like your Honor --

19 THE COURT: I'm not dealing with the issue of
20 supervision. I spent a lot of time on that. I argued it.
21 You choose somebody in Westchester County and that's it
22 right now. You'll have another conference next week to talk
23 about the child -- I mean, the class parent issue and --

24 MS. SPIELBERG: Judge --

25 THE COURT: -- and I will look --

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1 THE COURT REPORTER: One at time. The Judge is
2 speaking.

3 THE COURT: I am talking. I said we will have
4 another conference. I spent an hour on this conference. We
5 reiterate the same issues over, and over, and over again.
6 Just follow my orders. We'll notify you of the new date.

7 Miss Steiner and Mr. Dimopoulos, I'd like to have
8 the stipulation by the end of business -- what's today,
9 Wednesday -- end of business tomorrow so that Mrs. Kassenoff
10 knows what time and what she can go and get her stuff. Have
11 a good night.

12 MR. DIMOPOULOS: Thank you, your Honor.

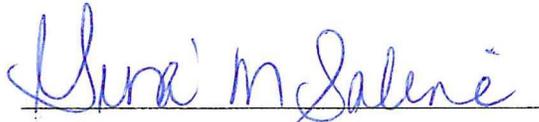
13 MS. STEINER: Thank you.

14 MS. MOST: Thank you.

15 (The proceedings were concluded at 5:00 p.m.)

16 CERTIFICATION

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

20
21 

22 GINA M. SALINE

23 Senior Court Reporter

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