

Leslie Ryland

From: Leslie Ryland [lar@mpowercom.net]
Sent: Tuesday, July 15, 2008 10:41 AM
To: 'D York'
Cc: 'James Hennenhoeffer'; 'Roscoe Wolf'
Subject: Transcript from June 30 Hearing

Dianne,

I am attaching for your files and information the transcript from the June 30 hearing.

Best regards,

Leslie A. Ryland, Esq.
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IN THE SUPERIOR COURT FOR THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SAN DIEGO

In re the Marriage of:
Petitioner: DIANNE YORK GOLDMAN
-and- Case No. DN 149413
Respondent: MITCHEL PAUL GOLDMAN

PROCEEDINGS HELD BEFORE
THE HONORABLE WILLIAM J. HOWATT, JR. (Ret.)
San Diego, California
Monday, June 30, 2008

Reported by Marsha Lewsley, CSR
Certificate No. 7726



1 APPEARANCES (CONTINUED)

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18 ALSO PRESENT: Mitchel Paul Goldman, Respondent
19 Dianne York Gold, Petitioner
20 Dennis Pearson, CPA for Petitioner
21 Diana Jillie

1 On Monday, June 30, 2008, commencing at the hour of
2 9:39 a.m., at JAMS, 401 "B" Street, Suite 2100, in the
3 City of San Diego, State of California, before Marsha
4 Lewsley, Certified Shorthand Reporter in and for the
5 State of California, the following proceedings were
6 taken in the above-entitled matter before the Hon.
7 William J. Howatt, Jr. (Ret).

8 APPEARANCES

9 FOR THE PETITIONER:

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1 SAN DIEGO, CALIFORNIA; JUNE 30, 2008; 9:39 A.M.

2
3 JUDGE HOWATT: In matter of the marriage of
4 Dianne York Goldman and Mitchel P. Goldman.
5 Parties identify themselves for the record,
6 please.

7 MR. HENNENHOEFER: I am Jim Hennenhoefler. And
8 I'm here with my client, who is here; Charles Witham,
9 who is here; Mr. Pearson, our forensic CPA is here; and
10 Ms. Jillie.

11 MR. CRUSE: Good morning, your Honor. Gordon
12 Cruse on behalf of Dr. Goldman, who is present. Also
13 from my office is Jeremy Martin. And the attorney for
14 DCLA and CVSC, Milan Dimich, is also present.

15 JUDGE HOWATT: All right. You all have had a
16 chance to have a bit of a conversation with each other.
17 Is there anything we need to discuss before we actually
18 go into the motion mode?

19 MR. HENNENHOEFER: I don't think so, other than
20 we did meet on Thursday for three hours with the Special
21 Master. One of the things we agreed to then
22 procedurally was we would defer the motions for today
23 because of the nature of the Special Master's report and
24 the local rule regarding being allowed to deal with that
25 and before we presented anything to you. So those -- we

1 decided to temporarily suspend both sides' reciprocal
 2 motions -- and there were many of them -- so we could
 3 entertain the Special Master's report today for you and
 4 then see what we could do about getting your perceptions
 5 and then what, if anything, after that, I guess.
 6 JUDGE HOWATT: All right. Mr. Cruse?
 7 MR. CRUSE: Yes, your Honor. We did meet on
 8 Thursday, and we did get the Special Master's report,
 9 had a discussion about how to proceed today, and agreed
 10 that the matters would be moved forward in light of the
 11 Special Master's report, which he would present today,
 12 and we would discuss with the court today.
 13 JUDGE HOWATT: All right. Mr. Annis?
 14 MR. ANNIS: Good morning, your Honor. Having
 15 met with all of counsel and Mr. Pearson on Thursday, and
 16 reflecting on my reports with them and having a
 17 discussion with them, in my opinion it became clear that
 18 it would be of great assistance to this case and the
 19 parties to have a receiver go into the businesses and
 20 basically operate under an order appointing him. Both
 21 counsel were receptive to that. And I'm not going to go
 22 into all of reasons and detail, although I think it's
 23 fairly well set forth in my reports.
 24 Counsel tasked me with speaking with three
 25 candidates identified as possible receivers, which I did

1 Unfortunately, I think they've been handcuffed by their
 2 adversarial relationship, which I would hope the
 3 receiver would be able to control.
 4 JUDGE HOWATT: Okay. Mr. Hennenhoefer?
 5 MR. HENNENHOEFER: Well, from our standpoint
 6 the, I guess, bottom line is that we've looked long and
 7 hard at the implications of a separation at this point
 8 and costs associated with relocation. The receiver
 9 pointed out that somehow -- and I believe this to be
 10 true -- the businesses have a synergistic effect with
 11 respect to each other. Cost of relocation, the question
 12 of the underlying ownership of the building are all
 13 things that would, when we hear -- if we hear the
 14 motions that will be brought before you, from the
 15 standpoint of our perception of this, there is some
 16 merit to what the Special Master is saying.
 17 I can go into the details if you'd like, but to
 18 the extent that I've been able to see this situation,
 19 both of these parties are very, very talented. They
 20 seem to be at a point where they cannot deal with each
 21 other. Someone has to come in and, in essence, control
 22 the income that flows into both entities, attempt to
 23 ascertain that income is, in fact, all flowing in from
 24 each of the parties and not being somehow not reported
 25 or not placed into the coffer.

1 on Thursday and Friday. And I've reported to counsel,
 2 and actually forwarded to them e-mails back and forth
 3 between Dan Close, who is a CPA/business evaluator and
 4 is capable of serving as receiver for his appointment,
 5 to immediately come in and, with an order approved by
 6 counsel, to act as receiver until we can get certain
 7 business matters and financial statements and
 8 accountings prepared so that the business is able to
 9 eventually continue.
 10 JUDGE HOWATT: Would both parties remain on the
 11 premises?
 12 MR. ANNIS: They would.
 13 JUDGE HOWATT: Isn't that going to make it a
 14 little difficult for the receiver?
 15 MR. ANNIS: I believe that Mr. Close, as
 16 receiver, would be able to work with the parties,
 17 ascertain the duties and functions of each of the
 18 parties. I believe the parties should be there in order
 19 for him to have the input from both parties.
 20 Clearly the staff of these businesses is
 21 divided between the businesses and loyal to the parties
 22 to some extent. And until such time as the receiver
 23 determines that that would not be the best way to go, I
 24 believe that both parties bring a great deal to the
 25 table in these businesses and would continue to do so.

1 The underlying bills, as Mr. Annis pointed out
 2 in our rather long meeting, ought to be paid from some
 3 source that is controlled and outside of the control of
 4 either of the parties. At least that is what Mr. Annis
 5 said when he was talking to us. Those points make a
 6 good deal of sense.
 7 It's also apparent to me that both of the
 8 parties desperately want the other out of their lives.
 9 The question is do we throw out the baby with the bath
 10 water at this point in time by severing the two
 11 businesses. I don't know the answer to that. I am not
 12 clairvoyant. I can't tell down the stream. But they
 13 tend to work together, and it's unfortunate that they
 14 aren't working together.
 15 Our position is that he is the fly in the
 16 ointment. I'm sure that Mr. Cruse will say the same
 17 thing with respect to her. I am not sure we can sort
 18 that out in the near term. So what he is saying makes
 19 some practical sense to me as both an advocate and
 20 attorney and someone with some experience in this.
 21 None of us has any idea of what you're going to
 22 do about the ultimate issue of vacating the premises,
 23 which is why we're doing this. I suppose that's all I
 24 can tell you.
 25 JUDGE HOWATT: Okay. Thank you.

1 Mr. Cruse?
 2 MR. CRUSE: Well, during the meeting with the
 3 Special Master, your Honor, we spoke about issues of
 4 control by the receiver. And since the receiver would
 5 be coming in and essentially taking control of the
 6 checkbooks and determining what bills are going to be
 7 paid, give the Court the accounting reports the Court
 8 has been seeking from all entities, and those would then
 9 be presented to Mr. Yip, the Court's 730 expert on
 10 business valuation, those all have positive aspects.
 11 We also saw that the receiver would have the
 12 ability to terminate personnel as well. So if they felt
 13 that -- Mr. Close felt that if personnel were not doing
 14 their job -- something that Mr. Annis can't do -- the
 15 parties could then -- they're going to have direct
 16 access to the receiver. And they can express their
 17 positions to the receiver and let the receiver then
 18 ultimately make a decision because the receiver becomes
 19 the Court's trustee for the businesses at that point,
 20 all the entities.
 21 Our concern was that the receiver really
 22 understand that he is dealing with five entities here;
 23 there are five corporations. So there isn't one
 24 checkbook that he will be operating out of, but there
 25 will be checkbooks for all the entities that he has to

1 contend with.
 2 Mr. Hennenhofer is correct. Our position is
 3 that the fly in the ointment is on the other side of the
 4 table and not on this side of the table. And that
 5 ultimately the issues that Ms. York Goldman raises in
 6 her motion about having the doctor ousted ultimately
 7 cost the community millions and takes an incredibly long
 8 period of time.
 9 So we're hoping that this receiver will give
 10 the court the information it's looking for, allow
 11 Mr. Yip to get the information he is looking for. And
 12 candidly, your Honor, it will get us past the "he said -
 13 she said" positions in the motions, and you'll have
 14 somebody on the day-to-day operations saying, "No, this
 15 person is not really making good business judgments
 16 here, and they're a detriment."
 17 JUDGE HOWATT: Okay. Then the receiver will be
 18 ordered, and Mr. Close.
 19 The difficulty, of course, is the parties are
 20 going to have to cooperate with him on a daily basis.
 21 And I expect that that will occur. Otherwise, I am
 22 prepared today even to deal with the motions, having
 23 read them anyway.
 24 I appreciate the counsel's suggestion that I
 25 read only the reports, but I went back and looked at

1 prior information that I had on prior hearings and also
 2 the declarations.
 3 So I think this is a good opportunity to
 4 transition to the next phase. But Mr. Close will be
 5 appointed as the receiver.
 6 MR. CRUSE: Your Honor, Mr. Close was kind
 7 enough to send an e-mail to Mr. Annis. And I forwarded
 8 that to everyone else with a Judicial Counsel form order
 9 for an appointment of the receiver. And
 10 Mr. Hennenhofer hadn't seen that until just this
 11 morning. So what we were hoping -- at least what I'm
 12 hoping is that we can utilize this form order that
 13 Mr. Close is looking for, one he is comfortable in
 14 dealing with, be able to fashion it for our needs, and
 15 then present that to the Court. Mr. Annis was hoping
 16 that we would get an actual signed order by Thursday.
 17 JUDGE HOWATT: That's fine, if you all can get
 18 it done.
 19 MR. HENNENHOEFER: I was blissfully unaware
 20 that such a form existed for Judicial Counsel, but it
 21 does. And in just looking through it in the few seconds
 22 that I've possessed it, it seems to hit most of the
 23 major things.
 24 The idea behind this, as enunciated by the
 25 Special Master, is that this trustee will have the

1 control and the necessary aegis from you to ensure that
 2 the proper decisions are, in fact, made and that the
 3 businesses function as well as they can between now and
 4 three to five months down track when we anticipate
 5 Mr. Yip will be finished. And then we can thrash all of
 6 this out.
 7 And to the extent that this seems to deal with
 8 the main problems, and that is amassing the bills,
 9 amassing the money, and seeing to it that the bills --
 10 all the needed bills are paid and the money is
 11 controlled on both sides of the street.
 12 JUDGE HOWATT: And I take it the receiver will
 13 have full access to all the facilities and will also be
 14 able to control some of the things that were going on in
 15 the -- I think it's called the auditorium, and deal with
 16 all those other issues that are spelled out in the other
 17 motions?
 18 MR. HENNENHOEFER: Yes, sir, that would be --
 19 MR. CRUSE: Yes, sir.
 20 MR. HENNENHOEFER: -- what was the spirit of
 21 what Mr. Annis told us in the long meeting we had.
 22 MR. CRUSE: The other issue that Mr. Annis
 23 raised had to do with the doctors hired by -- I use the
 24 term "hired" here as a colloquialism -- by Ms. York
 25 Goldman by the spa. And I need to hear that

1 recommendation today.
2 And then another comment that I need to make is
3 the receiver suffers from the same difficulty as
4 Ms. York Goldman or any other non-physician. The
5 receiver cannot impact patient care. And that needs to
6 be carved into this order. They can't direct the
7 physicians on how to treat patients.
8 JUDGE HOWATT: I don't think there is any
9 question about that. The medical aspect of the
10 operation is under the auspices of Dr. Goldman --
11 MR. CRUSE: Yes, your Honor.
12 JUDGE HOWATT: -- period, until we make some
13 other arrangement.
14 MR. HENNENHOEFER: In response to what
15 Mr. Cruse said, your Honor, as I understood it, the
16 receiver will have the power to determine, at this
17 point, what the structure and the sharing of the income
18 and so forth will be. It could conceivably be he will,
19 at some point in the future, make some business value
20 judgment that doctors belong on the spa side for some
21 reason, but that would be his call and a part of his
22 mandate to sort that out.
23 JUDGE HOWATT: That's true, as long as it
24 comports with California Business --
25 MR. HENNENHOEFER: Yes.

1 JUDGE HOWATT: -- and Profession Code
2 provisions, and depends on what those doctors will be
3 doing. I anticipate that the receiver is not going to
4 put in place, and would not expect him to put in place,
5 a separate medical unit that would be in competition
6 with the other medical aspects of the combined
7 spa-medical idea that was Ms. Goldman's.
8 MR. HENNENHOEFER: I would agree. And it
9 was -- these individuals we have been dealing with were
10 in the wings, so to speak, because of the -- at least
11 from our perspective, the other lack of cooperation
12 between medical and the spa.
13 That having been said, Mr. Witham, who is with
14 me today, handled all of the negotiations with a -- and
15 he is a super star on the civil side -- with a very,
16 very, very sophisticated man for -- attorney for Dr.
17 Kincaid. And they went through all of those issues and
18 dealt with it in a very compact, a very concise
19 agreement. So those legal issues have been dealt with.
20 But that's obviously not anything that would implemented
21 based on this.
22 JUDGE HOWATT: That's down the road a piece.
23 Let's let the receiver figure out what's going on and
24 see if Mr. Close can do something effective for both
25 parties.

1 Okay? Anything else then?
2 MR. CRUSE: Is the Court then saying that the
3 physicians that are currently under whatever control
4 they have with Ms. York Goldman are staying, or are they
5 going?
6 JUDGE HOWATT: They are not going to be a part
7 of the organization until I hear from the receiver.
8 MR. CRUSE: Understood, your Honor.
9 MR. GOLDMAN: So all the advertisements for
10 these ER physicians downstairs should cease?
11 JUDGE HOWATT: There should be no competition
12 between the two entities, otherwise the effective work
13 of the receiver is going to be ineffective. So it
14 should stop. And if it comes to a situation where we're
15 going to be moving one party or the other out, because
16 those motions have to be heard, then the issue of new
17 physicians or new medical care and treatment will come
18 to the fore. But right now it's not to be the situation
19 where there is to be competition on either side of it.
20 MR. CRUSE: The only other thing I wanted to
21 bring up, your Honor, is we still have an outstanding
22 order to get the joint tax returns filed. Those haven't
23 been done. There is a \$50,000 refund here. It would
24 actually give some cash to these parties. It would be
25 nice if that could get signed, since you've already

1 ordered it to be signed. Is there any chance we can get
2 a date certain we can get it signed?
3 JUDGE HOWATT: Is there any reason why not?
4 MR. HENNENHOEFER: I wasn't aware of this. I
5 remember the issue --
6 JUDGE HOWATT: Right.
7 MR. HENNENHOEFER: -- but I wasn't aware it had
8 not been solved. There have been other things going on
9 more or less daily in this case, sometimes 50 times a
10 day, to where that has sort of slipped off the radar
11 screen. We'll be happy to cooperate in any way.
12 JUDGE HOWATT: Could that be done in the next
13 14 days?
14 MR. HENNENHOEFER: Well. . .
15 JUDGE HOWATT: Okay.
16 MR. DIMICH: I have one item, if I can address
17 the Court. Regarding the Regent's Bank loan, there is
18 pending -- or there is litigation being threatened now
19 where the failure to execute --
20 MR. HENNENHOEFER: Well, your Honor, I'm gong
21 to have to object now. I'm being double-sided with
22 other speakers. But that having been said, that wasn't
23 the issue that we were to bring before you today by
24 agreement of all of us in the room. Those things are to
25 be presented in another way and time.

1 JUDGE HOWATT: That's true.
 2 MR. DIMICH: That's fine. My point was that
 3 hopefully the receiver can be appointed in a short
 4 period of time so then he can deal with that issue. Is
 5 that something that you're --
 6 JUDGE HOWATT: Hopefully by Thursday, according
 7 to what counsel are trying to arrange.
 8 MR. ANNIS: And my way of looking at this is
 9 that the receiver and I will be out at the business next
 10 week -- not next week. Right after -- yes, next week
 11 after the holiday.
 12 And contrary to how I was approaching the case
 13 where I was having your operating officers meet with me
 14 so that I wouldn't have either of you running to me and
 15 having to deal with those conflicts, the receiver will
 16 be talking to the two of you. He will not be subject to
 17 the protocol I placed on myself.
 18 And he will find out about all these issues
 19 right away. I expect he'll have my reports so he is up
 20 to speed before he comes out there. And I expect for
 21 him to be able to have access to the books, the records
 22 of everybody, the QuickBooks of everybody, whether
 23 they're finished or not, so that he knows what has to be
 24 done to create the financial information and get the
 25 forensic accountant on board. So you can anticipate in

1 the month of July a lot of is going to happen that
 2 hasn't happened in the last six months.
 3 I think you'll be pleased with it, that you'll
 4 see for the first time we're now really moving forward
 5 to eventually bringing closure to this matter, which is
 6 what has to happen.
 7 JUDGE HOWATT: And if you could put in the
 8 receiver's orders and infra matter that I would like to
 9 have an interim report at the end of July as to the
 10 progress the receiver has made and the things that have
 11 been put in place and any views that the receiver feels
 12 I should be aware of.
 13 MR. HENNENHOEFER: Would you anticipate that
 14 would be -- if I may speak about that.
 15 JUDGE HOWATT: Please.
 16 MR. HENNENHOEFER: Would you anticipate that
 17 would be in the form of the receiver coming here like
 18 this and reporting to you or written?
 19 JUDGE HOWATT: A written report would be
 20 sufficient. And then if needs be, we can gather again
 21 to discuss it there is something that is required.
 22 MR. CRUSE: Your Honor, the only other thing I
 23 would ask is that in event Mr. Hennenhoefer and I run
 24 into some loggerheads in getting the language in the
 25 order done, may we approach the court on a telephonic

1 ex parte basis to get the language ironed out?
 2 JUDGE HOWATT: Absolutely.
 3 MR. HENNENHOEFER: And what I would suggest is
 4 I'm sure when we're thrashing through, if we have a
 5 dispute over something we will send you two versions of
 6 it, and you can tell us which one you want.
 7 JUDGE HOWATT: All right. Or I'll create my
 8 own.
 9 MR. HENNENHOEFER: Or create your own, since
 10 you are in the business of creating those things.
 11 MR. CRUSE: Like he's never done that before.
 12 MR. ANNIS: Just so that we're clear on the
 13 record, the receiver will -- has told me -- and I don't
 14 know if you've told the parties -- he charges \$300 an
 15 hour and will expect a 10 to \$15,000 retainer to be paid
 16 before he comes out there. And I'm assuming the parties
 17 would be sharing that equally? The Court will reserve?
 18 JUDGE HOWATT: Equally.
 19 DR. GOLDMAN: The question is since the
 20 receiver is de facto CEO now, shouldn't the corporations
 21 pay the receiver?
 22 MR. HENNENHOEFER: One of the things we
 23 discussed -- and it's the first time I've heard
 24 Mr. Goldman speak --
 25 DR. GOLDMAN: Second time today.

1 MR. HENNENHOEFER: Second time. I'm not
 2 objecting.
 3 One of the things we discussed with the Special
 4 Master was that this should -- this entity -- call him
 5 CEO, call him whatever you want to call him -- the
 6 receiver should be funded by the businesses and not by
 7 the parties individually, since the service is being
 8 rendered to the business. So I would suggest that the
 9 retainer slash whatever the bills are, are funded by the
 10 business, without prejudice, subject to reservation of
 11 jurisdiction.
 12 JUDGE HOWATT: Okay. That's fine.
 13 MR. CRUSE: They're actually going to be paid
 14 by the businesses. There are so many of them.
 15 MR. HENNENHOEFER: That's right.
 16 JUDGE HOWATT: The conglomerate.
 17 MR. ANNIS: It is a tax deductible business
 18 expense, I believe. That's a good thing.
 19 JUDGE HOWATT: Okay. Anything else?
 20 MR. CRUSE: I'll take the first crack at the
 21 order and get it up to you.
 22 MR. HENNENHOEFER: That makes some sense.
 23 And I want to thank you for allowing us to
 24 handle this this way. I sincerely hope, based from our
 25 perspective, that this works because, frankly, if this

1 doesn't work, then we'll be asking for bankruptcy stays
2 before we see you again.

3 JUDGE HOWATT: It's a slow trip to disaster if
4 it doesn't work.

5 Okay. Thank you very much.

6 MR. CRUSE: Thank you very much, your Honor.

7 MR. ANNIS: Thank you.

8 JUDGE HOWATT: Good day.

9

10 (Whereupon the hearing
11 was concluded at 10:02 a.m..)

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REPORTER'S CERTIFICATION

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I, Marsha Lewsley, Certified Shorthand Reporter, in
and for the State of California, Certificate No. 7726,
do hereby certify:

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That the proceedings were taken in the
above-entitled matter; that the proceedings were
reported stenographically by me and later transcribed
into typewriting under my direction; that the foregoing
is a true record of the proceedings taken at that time.

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I do further certify that I am a disinterested
person and am in no way interested in the outcome of
this matter or connected with or related to any of the
parties in this action or to their respective counsel.

12

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14

In witness whereof, I have subscribed my name this
6th day of July, 2008.

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Marsha Lewsley, CSR No. 7726

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