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Upon consideration of the pleadings and evidence in this case, and the record herein, it appears to the Court as follows:

1. Plaintiff obtained title to his property, commonly known as 530 Lincoln Street, NW, in Vienna, Virginia (the "Mir Property"), from lender JP Morgan Chase Bank, National Association ("JPMC Bank") by warranty deed recorded in the Land Records on or about August 13, 2009 in Deed Book 20650 at Page 734. The Mir Property was designated as Lot 19(B) in the Malcolm Heights Subdivision in Vienna, Virginia, and was created by subdividing Lot 19 of the Malcolm Heights Subdivision by subdivision deed dated August 3, 1964 and recorded in the Land Records in Deed Book 2487 at Page 742. Defendant Shaykholeslami had previously owned the Mir Property, and executed a deed of trust in favor of John Burson, as trustee, for the benefit of Washington Mutual Bank, as beneficiary. This deed of trust was recorded in the Land Records on July 14, 2005 in Deed Book 17512 at Page 1260. On May 5, 2009, because of default under the deed of trust, the substitute trustee under the deed of trust, Equity Trustees, LLC, conducted a foreclosure sale of the Mir Property and sold it at that foreclosure sale to JPMC Bank. Mr. Mir is a bona fide purchaser of the Mir Property from JPMC Bank.

2. Defendants Shaykholeslami and Shariati submitted the Deed of Consolidation and Resubdivision to the Town of Vienna for approval, and after approval, recorded it in the Land Records. The Deed of Consolidation and Resubdivision purported to consolidate and then re-subdivide those lots in the Malcolm Heights Subdivision in Vienna, Virginia formerly known as 18, 19(B) and 20, into new lots known as 18, 19B, 20A and 20B. However, Defendants Shariati and Shaykohleslami failed to give notice to, and failed to obtain the consent of, lender Washington Mutual Bank to the Deed of Consolidation and Re-subdivision, even though consent was required, and these Defendants were aware that such consent was required. Defendants

Shaykholeslami and Shariati also misrepresented to the Town of Vienna that all required signatures and consents were given. As such, Defendants Shaykholeslami and Shariati violated the Town of Vienna subdivision ordinance, Defendant Shaykholeslami violated the terms of the deed of trust given by him for the benefit of Washington Mutual Bank. Defendants Shaykholeslami and Shariati come to the court with unclean hands.

3. The Town of Vienna was not aware that Defendants Shariati and Shaykholeslami failed to obtain necessary consents to the Deed of Consolidation and Re-subdivision, but the Deed of Consolidation and Re-subdivision nonetheless fails to comply with applicable provisions of the subdivision ordinance, and was therefore void from its inception.

4. Because the Deed of Consolidation and Resubdivision was void *ab initio*, it had no effect on the conveyance to Plaintiff of the Mir Property. Mr. Mir acquired the Mir Property from substitute trustee Equity Trustees, LLC, and acquired the same property that was granted in trust by Defendant Shaykholeslami to John Burson as trustee for the benefit of Washington Mutual Bank.

5. Under Virginia Code Section 15.2-2254(3), the failure to comply with subdivision regulations does not prevent recordation of the instrument by which land is transferred. The owners of Lots 18 and 20(B), as those lots are described in the Deed of Consolidation and Re-subdivision, were unaware of any irregularity in the Deed of Consolidation and Re-subdivision, or of its failure to comply with applicable law. The deed of conveyance to Charles L. Ma and Sumei Wang was recorded in the Land Records in Deed Book 21540 at Page 464, and the deed of conveyance to Yong Woong Lee and Sookyon Lim was recorded in the Land Records in Deed Book 21137 at Page 1875. These owners are bona fide purchasers of their respective parcels, and are unaffected by the invalidity of the Deed of Consolidation and Re-subdivision.

6. Defendants Shariati and Shaykohleslami had no proper basis on which to obtain a conveyance to themselves of the property that was conveyed to them by the quitclaim deed dated July 7, 2010 from Homesales, Inc. This quitclaim deed, given for no consideration, was recorded in the Land Records in Deed Book 21137 at Page 1873. The quitclaim deed to Defendants Shariati and Shaykohleslami was improper. As successor in title Mr. Mir is entitled to that property that was taken without consent.

Based on the foregoing, it is accordingly

ORDERED that Judgment is hereby entered in favor of Plaintiff and against the Defendants on the Complaint; it is further

ORDERED that the Third Party Complaint is hereby dismissed with prejudice; it is further

ORDERED that fee simple title to the Mir Property is hereby quieted in Mr. Mir as a bona fide purchaser; it is further

ORDERED that Deed of Consolidation and Re-subdivision is hereby vacated, except that vacation of the Deed of Consolidation and Re-subdivision shall not affect the conveyances to Charles L. Ma and Sumei Wang, or to Yong Woong Lee and Sookyon Lim; it is further

ORDERED that fee simple title to Lots 18 and 20(B) as described in the Deed of Consolidation and Re-subdivision is hereby quieted in the owners of those lots, Yong Woong Lee and Sookyon Lim as to Lot 18, and Charles L. Ma and Sumei Wang as to Lot 20B, as bona fide purchasers of these parcels; it is further

ORDERED that, within thirty days of the date of this Order, Defendants Shaykholeslami and Shariati shall execute a quitclaim deed conveying to Mr. Mir that portion of the property that was the subject of the quitclaim deed to them dated July 7, 2010 from Homesales, Inc. that

conveyed a portion of the lot known as Lot 19-B as described on the plat recorded in the Land Records at Deed Book 2487 at Page 744; it is further

ORDERED that the parties shall submit a new subdivision plat for approval by the Town of Vienna which recognizes the rights of the bona fide purchasers and the rightful owner of the property comprising parcel 19(B).

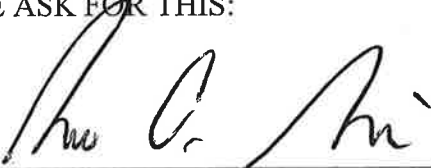
ORDERED that the Fairfax County Land Records accept for recordation, and record, a certified copy of this order in the Land Records, and that it index the order in the Plaintiff's name as the Grantee.

Enter: 11/17/17



Jan L. Brodie, Circuit Court Judge

WE ASK FOR THIS:



Robert C. Gill (VSB # 26266)
Lara J. Mangum (VSB # 90893)
Saul Ewing Arnstein & Lehr LLP
1919 Pennsylvania Avenue, NW
Suite 550
Washington, DC 20005
(202) 295-6605 telephone
(202) 295-6705 facsimile

SEEN AND OBJECTED TO FOR THE REASONS NOTED ON THE RECORD, MEMORANDUMS SUBMITTED, AND ARGUMENT OF COUNSEL. THE TOWN OF VIENNA SPECIFICALLY RENEWS ITS OBJECTION TO THE DENIAL OF ITS MOTION TO REQUIRE NECESSARY PARTIES, INCLUDING JP MORGAN CHASE BANK, NATIONAL ASSOCIATION, TO BE NAMED TO THIS ACTION: *(As designated by Charles Maxwell.)*



Steven D. Briglia, Esq. VSB# 29102
Richard E. Craig, Esq.
BrigliaHundley, P.C.
1921 Gallows Road, Suite 750
Vienna, Virginia 22182
sbriglia@brighiahundley.com
rcraig@brighiahundley.com



George LeRoy Moran, Esq.
Moran Law, P.L.C.
4041 University Drive
Suite 301
Fairfax, Virginia 22030
moran@moranlawplc.com

SEEN AND OBJECTED TO IN ACCORDANCE WITH THE ATTACHED HANDWRITTEN OBJECTIONS:

quated objections
~~presented~~ *submitted*

Mahbobeh Shariati, pro se
502 Nutley Street
Vienna, Virginia 22180
daramet2009@yahoo.com

Submitted "classmate"

④ I presumed to be ^{innocent} ~~innocent~~ of every element of charges 1, 2

ORDERED that the parties shall submit a new subdivision plat for approval by the Town of Vienna which recognizes the rights of the bona fide purchasers and the rightful owner of the property comprising parcel 19(B).

ORDERED that the Fairfax County Land Records accept for recordation, and record, a certified copy of this order in the Land Records, and that it index the order in the Plaintiff's name as the Grantee.

Failure To state a claim for
Enter: 11/17/17 which relief can be granted

- ⑥ i. require valid claims
⑦ i. require ~~offer~~ under penalty of perjury

Jan L. Brodie, Circuit Court Judge

WE ASK FOR THIS:

Robert C. Gill (VSB # 26266)
Lara J. Mangum (VSB # 90893)
Saul Ewing Arnstein & Lehr LLP
1919 Pennsylvania Avenue, NW
Suite 550
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SEEN AND OBJECTED TO:

Steven D. Brighia, Esq.
Richard E. Craig, Esq.
Brighia Hundley, P.C.
1921 Gallows Road, Suite 750
Vienna, Virginia 22182
rcraig@brighiahundley.com

④ I require indemnity bond
From Mohammad Mir
From Robert C. Gill
From Saul Ewing Arnstein
& Lehr LLP
and require Robert C. Gill
license to practice
in Virginia

First I do not consent to
these proceedings

second - your offer is not
accepted

third - I do not consent to
being surety for this case
- and these proceedings

⑧ i require man or woman with firsthand knowledge

All hear say

⑬ Lack Persona jurisdiction
subject matter jurisdiction
brotherial jurisdiction

George LeRoy Moran, Esq.
Moran Law, P.L.C.
4041 University Drive
Suite 301
Fairfax, Virginia 22030
moran@moranlawplc.com

under protest and duress
By: Shariati, Mahbobeh

Mahbobeh Shariati, ~~pro se~~
502 Nutley Street
Vienna, Virginia 22180
daramet2009@yahoo.com

⑩ 3rd party debt collector sold
Mir on Auction
and Mir bought it from Auction
for Good deal
and they reward me
quite deed title
and did not complain or
did not have any claim
against me or my property

A COPY TESTED: ⑪
JOHN T. FREY, CLERK

BY: Susan Markson ⑫
Deputy Clerk

Date: 11/14/17

Original retained in the office of
the Clerk of the Circuit Court of
Fairfax County, Virginia

INVOICE Attached
Motion For
pending summary judgment
Dated August 31, 2017

under protest and duress
-6- By: Mahbobeh Shariati, Mahbobeh

COPY

1

1 V I R G I N I A :

2 IN THE CIRCUIT COURT OF FAIRFAX COUNTY

3 - - - - - x

4 MUHAMMAD MIR, :

5 Plaintiff, :

6 -vs- : CASE No. CL 2011-5625

7 MAHBOBEH SHARIATI, et al., :

8 Defendants. :

9 - - - - - x

10
11 Circuit Courtroom 5G
12 Fairfax County Courthouse
Fairfax, Virginia

13 Tuesday, October 10, 2017

14 The above-entitled matter came on to be
15 heard before the HONORABLE JAN L. BRODIE, Judge, in and
16 for the Circuit Court of Fairfax County, in the
17 Courthouse, Fairfax, Virginia, beginning at 9:05 o'clock
18 a.m.

19
20
21
22 PP17-094
23

Anita B. Glover & Associates, Ltd.
10521 West Drive
Fairfax, Virginia 22030
(703) 591-3004

1 APPEARANCES:

2 On Behalf of the Plaintiff:

3 ROBERT C. GILL, ESQUIRE
4 Saul Ewing, LLP
5 1919 Pennsylvania Ave., NW.
6 Suite 550
7 Washington D.C. 20006
8 202-295-6605
9 www.saul.com10 On Behalf of the Defendant,
11 Behrouz Shaykholeslami:12 GEORGE LEROY MORAN, ESQUIRE
13 Moran Law, PLC
14 4041 University Drive
15 Suite 301
16 Fairfax, Virginia 22030
17 703-359-8088
18 moran@moranlawplc.com19 On Behalf of Defendant,
20 Mahbobeh Shariati:21 MAHBOBEH SHARIATI, pro se
22 502 Nutley Street
23 Vienna, Virginia 22180

On Behalf of the Town of Vienna:

Richard E. Craig, Esquire
Steven D. Briglia, Esquire
Briglia Hundley, PC
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Vienna, Virginia 22182
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sbriglia@brigliahundley.com

1 * * * * *

2 C O N T E N T S

3 Judge's Ruling

Page 4

4 * * * * *

5 (No Exhibits.)

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P R O C E E D I N G S

(The Court Reporter was duly sworn by the Clerk of the Court.)

THE COURT: Good morning, Counsel.

MR. MORAN: Good morning, Your Honor.

MR. GILL: Good morning, Your Honor.

THE COURT: I'm sorry I'm a little late from calendar control this morning. This is a decision only in the case of Muhammad Mir versus Mahbobeh Shariati, et al., CL 2011-5625.

This matter came before the Court on August 1st, 2017, for a hearing on Muhammad Mir's Complaint filed on April 15th, 2011, and a third-party Complaint filed by Defendants Mahbobeh Shariati and Behrouz Shaykholeslami.

MS. SHARIATI: Shaykholeslami.

THE COURT: Shaykholeslami, my apologies, ma'am. I'll struggle with that.

Filed on November 13th, 2012, against Yong Woong Lee and Sookyon Lee, Charles L. Ma and Sumei Wang and Wells Fargo Bank N.A., as third-party Defendants.

Plaintiff Mir seeks an order invalidating the deed of consolidation and re-subdivision recorded in

1 the Fairfax County land records in Deed Book on page --
2 Deed Book 19741 at page 1283 on January 14th, 2008.

3 The Defendants, Shariati and
4 Shaykholeslami, seek an order to determine the rights of
5 all of the parties as to the property that was subject to
6 the deed of re-subdivision and to preserve the re-
7 subdivision.

8 At the conclusion of the trial I took this
9 case under advisement. Since that time I have thoroughly
10 reviewed the pleadings in this case and the exhibits
11 introduced into evidence at trial. There's really no
12 testimony of any witnesses, and the parties represented
13 that this Court should base its decision on the exhibits
14 admitted. My recitation of factual matters today will
15 constitute my findings of fact.

16 The property owned by the Plaintiff is
17 located at 530 Lincoln Street, Northwest, in Vienna,
18 Virginia. It was conveyed to him by a warranty deed
19 recorded in the Fairfax County land records in Deed Book
20 20650 at page 735. The property was originally a part of
21 the Malcolm Heights subdivision created by the
22 subdivision deed and plat dated December 26th, 1946, and
23 recorded in the Fairfax County land records at Deed Book

1 525 at page 537.

2 At that time it appears that it was a part
3 of parcel 19. Later on, on July 20th, 1964, the Town of
4 Vienna approved the re-subdivision of parcel 19, and of
5 parcels 19(A) and 19(B), tax maps number 38-3, double
6 circle 8, parcels 19(A) and 19(B) respectively, with lot
7 19(A) containing approximately 13,585 square feet, and
8 parcel 19(B) containing approximately 13,756 square feet.

9 Parcel 19(B) was conveyed by general
10 warranty deed dated July 11th, 2005, from grantors David
11 C. and Cherie Rees to Defendant Shaykholeslami and the
12 deed was recorded in the Fairfax land records on July
13 14th, 2005, in Deed Book 17512 at page 1258.

14 On July 11th, 2005, Defendant
15 Shaykholeslami also signed a Deed of Trust and an
16 adjustable rate rider for parcel 19(B) with John Burson
17 named trustee for the Washington Mutual Bank F.A., which
18 was also recorded on July 14th, 2005, in Deed Book 17512
19 at page 1261.

20 On or about June 16th, 2009, Equity
21 Trustee's, LLC, the substitute trustee after John Burson,
22 conveyed the parcel at 19(B) by substitute trustee's deed
23 to JP Morgan Chase Bank National Association after

1 Defendant Shaykholeslami defaulted on the note. The
2 substitute trustee's deed was recorded in the Fairfax
3 County land records on June 25th, 2009, in Deed Book
4 20554 at page 1080. JP Morgan Chase Bank then conveyed
5 its parcel 19(B) to Mir by warranty deed on August 6th,
6 2009.

7 The warranty deed described the property
8 conveyed as Lot 19 of the re-subdivision of lot 19 of
9 Malcolm Heights as the same as duly dedicated, platted
10 and recorded, in Deed Book 525 at page 537 of the land
11 records of Fairfax County, Virginia, and said re-
12 subdivision being duly platted and recorded by Deed Book
13 2487 at page 742, among the aforesaid County land records
14 and part of the property recorded in deed of
15 consolidation and re-subdivision with the court on
16 January 14th, 2008, in Deed Book 19741 at page 1283.
17 This is commonly known as 530 Lincoln Street, Northwest,
18 Vienna, Virginia, 22180, and the county given tax ID of
19 38-316C, being the same property conveyed to JP Morgan
20 Chase Bank National Association by deed dated 6/16/2009
21 and recorded 6/25/2009 in Deed Book 20554 at page 1080 in
22 the land records of Fairfax County, Virginia.

23 However, without notice and the consent of

1 Washington Mutual Bank, F.A., or the trustees, the Town
2 of Vienna approved a deed of consolidation and re-
3 subdivision submitted by Shaykholeslami and Shariati,
4 husband and wife, tenants by the entirety, that
5 consolidated and re-subdivided parcels 18, 19(B) and 20,
6 of the original and subsequent re-subdivision of the
7 Malcolm Heights subdivision. This re-subdivision was
8 approved on January 11th, 2008, and recorded in the land
9 records of Fairfax County on January 14th, 2008, in Deed
10 Book 19741 at page 1264.

11 As a result of the re-subdivision parcel
12 18 was shown as a new parcel that included part of the
13 original parcel 18, increasing the depth of 19(B) from
14 100 to almost 200 feet and reducing its width by
15 approximately 55 feet. Later, on July 7th of 2010, Home
16 Sales, Inc., who owned the back portion of parcel 18,
17 that became part of 19(B) with the November 7th, 2007,
18 consolidation and re-subdivision, transferred its
19 interest in 19(B) to Defendants Mahbobeh Shariati and
20 Behrouz Shaykholeslami by quick claim deed recorded in
21 Deed Book 21137 at page 1873, in the Fairfax County land
22 records on July 19th, 2010.

23 Virginia Code Section 15.2-2254 provides

1 that after the adoption of a subdivision ordinance in
2 accordance with state law, "No person shall subdivide
3 land without making and recording a plat of the
4 subdivision and without fully complying with the
5 provisions," of Article 6 of Chapter 22 of Subtitle 2 of
6 Title 15.2, "And the subdivision ordinance."
7 Furthermore, "No plat of any subdivision shall be
8 recorded unless and until it has been submitted to and
9 approved by the local planning commission or by the
10 government body or its duly authorized agent, of the
11 locality wherein the land to be subdivided is located; or
12 by the commissions, governing bodies or agents, as the
13 case may be, of each locality having the subdivision
14 ordinance, in which any part of the land lies."

15 Section 17-4 of the Town of Vienna Code
16 provides in part that, "No person shall subdivide any
17 tract of land situated within the Town except in
18 conformity with the provisions of this Chapter," which is
19 Subdivisions, "And the provisions of State law relating
20 to land subdivision and development."

21 Section 17-25 of the Town of Vienna Code
22 provides as follows. "Every final plat, or the deed of
23 dedication to which such plat is attached, shall contain

1 in addition to the engineer's and surveyor's certificate
2 a statement as follows: 'The platting or dedication of
3 the following described land is with the free consent and
4 in accordance with the desire of the undersigned owners,
5 proprietors and trustees, (if any).' The statement shall
6 be signed by such persons and duly acknowledged by some
7 officer authorized to take acknowledgment of deeds. When
8 thus executed and acknowledged, the plat, upon approval
9 as specified in this Article, shall be filed and recorded
10 in the office of the Clerk of the Circuit Court of the
11 County and indexed under the names of the owners of the
12 land signing such statement and under the name of the
13 subdivision."

14 Virginia Code Section 15.2-2264 requires
15 the same statement of consent on every plat or deed of
16 dedication to which the plat is attached.

17 Although the draft deed of consolidation
18 and re-subdivision prepared by Michael J. Regenhart,
19 PLLC, included signature pages for a trustee, Washington
20 Mutual Bank and World Savings Bank, the approved and
21 recorded deed of consolidation and re-subdivision was
22 missing those pages, despite the required statement that
23 it was made in accordance with the statutes and with the

1 free consent and in accordance with the desire of the
2 undersigned owners, proprietors and trustees, if any.

3 The Defendants were fully aware of the
4 requirement that they include the consent of the trustee
5 and Washington Mutual Bank, but neglected to obtain it
6 and misrepresented to the Town that all the required
7 signatures and consents were given. They come to this
8 court with unclean hands. Not only did they violate the
9 subdivision ordinance by its misrepresentation,
10 Shaykholeslami is in violation of the terms of the deed
11 of trust.

12 In the paragraph titled Transfer of Rights
13 in the Property, the borrower irrevocably grants and
14 conveys to the trustee in trust with the power of sale
15 the following described properties as identified on the
16 cover sheet and attached by reference to the attached
17 legal description of the property.

18 Having conveyed the property to the
19 trustee for the benefit of Washington Mutual Bank, he
20 lacked the authority to take the property and incorporate
21 it into his consolidation and re-subdivision,
22 specifically combining part of 19(B) into the new parcel
23 20(A), without the trustee's consent. He had no

1 authority to take the 55 feet of the frontage or add one
2 hundred feet to the depth.

3 Accordingly, JP Morgan, as successor in
4 title, was within its right to convey the original parcel
5 19(B), no more and no less, to Mir, a bona fide
6 purchaser. Shaykholeslami took a portion of JP's
7 property without any compensation and without its
8 consent.

9 Clearly, as result of the foregoing facts,
10 the description of warranty deed to Mir is internally
11 inconsistent by describing two separate properties of two
12 different subdivisions. JP Morgan can only convey what it
13 owned, no more and no less, as nothing was reserved by JP
14 Morgan, having given the same property that was conveyed
15 to it in a deed dated June 16th, 2009. It could not
16 convey the portion of parcel 18 to Mir.

17 However, under Virginia Code Section 15.2-
18 2254(3), the failure to comply with the subdivision
19 regulations does not prevent the recordation of the
20 instrument by which such land is transferred or the
21 passage of title as between parties to the instrument.
22 Under Virginia Code Section 15.2-2261, "An approved final
23 subdivision plan that has been recorded, from which any

1 party of the property subdivided has been conveyed to
2 third parties, (other than to the developer or local
3 jurisdiction), shall remain valid for an indefinite
4 period of time, unless and until any portion of the
5 property is subject to vacation action," under sections
6 15.2-2270 through 78.

7 However, as in Leake versus Casati the
8 failure to comply with the subdivision provisions in the
9 subdivision of the property by the owner may impede
10 future plat approval and place significant limitations on
11 the use of the property or the owner.

12 In this case, a subdivision plat was
13 approved and recorded. The only authority provided by
14 the parties, after been requested to brief the issues,
15 was the 2010 Supreme Court of Virginia decision in Covell
16 versus Town of Vienna, which was a vagueness challenge to
17 the establishment of the Historic District Ordinance, a
18 legislative act, and that it was enacted in violation of
19 the statute allowing the Town to adopt a historic
20 district in the town ordinance. The case also involved
21 the statute curing any non-constitutional defect in the
22 enactment of the existing ordinance. This case is not on
23 point with the facts presented here.

1 In a review of the subdivision plan and
2 deed of consolidation and re-subdivision there was no
3 indication that the Town was aware of the Defendants'
4 misrepresentation and failure to provide the consent of
5 the trustees. However, the fact remains that the
6 approval of the subdivision did not comply with the
7 provisions of the subdivision ordinance and is void from
8 its inception. However, this did not preclude the
9 recordation under Virginia Code Section 50.2-2254(3).
10 Moreover, it's clear that the owners of Lot 18 and 20(B)
11 were also unaware of any latent irregularity or
12 noncompliance. Although the recordation of an instrument
13 gives constructive notice to all the facts expressly
14 stated in the instrument and any other matter therein
15 suggested, which might be disclosed upon prudent inquiry,
16 a bona fide purchaser is only charged with constructive
17 notice in matters of record in the purchaser's chain of
18 title referred to, or about which the purchasers has
19 placed upon inquiry, as set forth in Shaheen versus
20 County of Matthews.

21 In this case the owners of parcel 18 and
22 20(B) are bona fide purchasers and their ownership and
23 use of the parcels is not affected by the illegal acts of

1 the Defendants.

2 As to parcel 19(B), the Defendant
3 transferred parts of the parcel without notice and
4 consent of the trustees and as such they breached the
5 terms of the trust having already conveyed the property
6 to the trustee. As successor in title Mir is entitled to
7 the return of that portion of the property that was taken
8 without consent. Accordingly, the Defendant shall convey
9 the portion of 19(B) taken and combined with 20(A) back
10 to Mir by quit claim deed within 30 days of the entry of
11 a final order in this case.

12 The Court has no authority to subdivide
13 property. As a result, the parties shall resubmit those
14 lots that comprise the illegal subdivision as part of the
15 new subdivision for approval by the Town, recognizing the
16 rights of the bona fide purchasers and the rightful owner
17 of the property comprising parcel 19(B).

18 Are there any other matters that the Court
19 needs to address this time?

20 MR. GILL: I do not believe so, Your
21 Honor.

22 MR. MORAN: No, Your Honor.

23 THE COURT: Okay. Mr. Gill, would you

1 please prepare an order reflecting my rulings with the
2 transcript of the decision to be incorporated therein and
3 circulate it to Mr. Craig and Mr. Moran to endorse?

4 MR. GILL: Yes, Your Honor.

5 THE COURT: I will place this on my docket
6 on November 17th, 2017, at 10:00 o'clock for presentation
7 of the order. If you have an endorsed order before that
8 time, please present it to chambers in the direction of
9 my law clerk, law clerk 7 at this time, and then I can
10 have it entered, and no one would need to appear on
11 November 17th.

12 MR. GILL: Thank you, Your Honor. We
13 would be happy to prepare the order.

14 THE COURT: Pardon?

15 MR. GILL: We would be happy to prepare
16 that order.

17 THE COURT: Thank you, Mr. Gill.

18 MR. MORAN: Thank you, Your Honor.

19 THE COURT: Thank you, sir.

20 MS. SHARIATI: I have a question. I
21 didn't understand the order. What was the order?

22 THE COURT: Ma'am, you are going to have a
23 full transcript of what I've just said.

1 MS. SHARIATI: No, because I have an
2 objection to that. I want to --

3 THE COURT: You can make your objection on
4 the order, ma'am. I have made my decision and you can
5 read the transcript and you can make your objections.
6 Counsel will draft the order and that's all.

7 MS. SHARIATI: Because my problem is that
8 they have -- I didn't see any claim against me. I didn't
9 see any bond here and I want to have -- this a violation
10 of due process of law as well.

11 THE COURT: All right. Ma'am, please make
12 your objections on the order. Good day.

13 MR. GILL: Thank you, Your Honor.

14 MR. MORAN: Thank you, Your Honor.

15 MR. CRAIG: Thank you, Your Honor.

16 MR. BRIGLIA: Thank you, Your Honor.

17 * * * * *

18 (Whereupon, at approximately 9:20 o'clock
19 a.m., the hearing in the above-entitled matter was
20 concluded.)
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23

* * * * *

CERTIFICATE OF REPORTER

I, PEGGY O'CONNOR POOL, a Certified
Verbatim Reporter, do hereby certify that I took the
stenographic notes of the foregoing proceedings which I
thereafter reduced to typewriting; that the foregoing is
a true record of said proceedings; that I am neither
Counsel for, related to, nor employed by any of the
parties to the action in which these proceedings were
held; and, further, that I am not a relative or employee
of any attorney or Counsel employed by the parties
hereto, nor financially or otherwise interested in the
outcome of the action.

Peggy O'Connor Pool, CVR-M
Certified Verbatim Reporter