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FILED

MAR 28 2022

Clerk of the Court
Superior Court of CA County of Santa Clara
BY J. MOLLOY DEPUTY

**IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SANTA CLARA**

In re Marriage of:)	CASE NO. 19FL001660
)	
EKATERINA STRULYOV,)	STATEMENT OF DECISION
)	
Petitioner,)	
)	
&)	
)	DEPT: 74
EUGENE STRULYOV,)	HON: HON. BROOKE A. BLECHER
)	
Respondent.)	
)	
_____)	
	/	

THIS MATTER CAME ON FOR TRIAL ON the dates of March 8, and 9, 2022 in Department 74 of the above entitled court before the Honorable Brooke A. Blecher. Petitioner, Ekaterina Strulyov, (hereinafter referred to as "Katia") appeared via Microsoft Teams with her attorney Golnesa Monazamfar. Respondent, Eugene Strulyov, (hereinafter referred to as "Eugene") appeared via Microsoft Teams with his attorney Dale Chen.

Katia requested a Statement of Decision. Counsel submitted proposed Statements of Decision on March 18, 2022. Counsel shall also file closing arguments and attorney's fees declaration by April 7, 2022, at which time the matter will be taken under submission.

1 **Overview of the Proceedings:**

2 On the first day of Trial the Court dealt with Motions in Limine submitted by each side,
3 granting both motions, though unable to rule should the objection by raised as it has not received
4 the party's full discovery responses and a decision on that basis cannot be made.

5 Each Counsel also was afforded the opportunity to present an oral opening statement.
6 The Court also announced that each side is given exactly 220 minutes to present their case, and
7 the Court will keep track of time as well.

8 Also, day one of the trial brought the first portion of testimony of Eugene. He was called
9 under the Evidence Code §776. Katia's Exhibit Nos. 1, 3, 6, 9, 10, 11, 12, 14, 16, 18, and 19
10 were marked for identification and admitted into evidence.

11 On Day two of trial, Counsel for Katia called Katia for direct and re-direct examination.
12 Eugene's counsel conducted cross examination of Katia and direct examination of Eugene.

13 Katia's Exhibit Nos. 5, 8, and 20 were marked for identification and admitted into
14 evidence.

15 Eugene's Exhibit A, B, C, G, H, I, J, K, L, N, O, P, Q, R, S, T, U, V, X, Y, and Z were
16 marked for identification and admitted into evidence.

17 **1. Introductory Facts:**

18 The following motions were before the Court Petitioner, Ekaterina Strulyov, (hereinafter referred
19 to as "Katia") appeared with her attorney of record, Golnesa Manazamfar and Respondent,
20 Eugene Strulyov, (hereinafter referred to as "Eugene") appeared with his attorney of records,
21 Dale Chen at Trial on March 8 and 9, 2022, all via Microsoft Teams. The following motions
22 were before the Court: Katia's March 8, 2021 Request for Order (RFO) for determination &
23 division of omitted assets (Google Stocks, vacation payout, FCU account), set aside the
24 provisions of November 18, 2019 Judgment granting the Tarzana condominium to Eugene based
25 on fraud, duress and undue influence; award stocks to Katia based on Eugene's breach of
26 fiduciary duty and fraudulent selling of community stocks: and for attorney's fees, pursuant to
27 Family Code §721, in the amount of \$50,000; Katia's July 20, 2020 RFO for an unspecified
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1 amount of attorney's fees, pursuant to Family Code §721; Eugene's August 17, 2020 RFO
2 regarding child support, spousal support, vacate the April 21, 2020 Stipulation (based upon
3 fraud by concealment), Katia reimburse Eugene for all monies paid for private school tuition,
4 re-calculate child support retroactive to March 1, 2020 based on Katia's true income, termination
5 of spousal support effective March 1, 2020, vacate the spousal support provisions of the
6 November 18, 2019 Judgment and recalculate taking into account Katia's co-habitation (based
7 upon fraud by concealment), vacate child support provisions of the November 18, 2019
8 Judgment (mistake) & recalculate support taking into account Eugene's true rental income, an
9 order both parties notify the other of changes to income, and sanctions and attorney's fees and
10 costs pursuant to Family Code §271, and CCP §5128.5, the total amount requested is not set
11 forth in the moving papers; Katia's March 16, 2021 RFO for attorney's fees, pursuant to Family
12 Code §721, in the amount of \$6,500; Katia's January 13, 2022 Responsive Declaration to
13 Eugene's ex-parte RFO¹ re reconsideration of motion to compel and Katia's RFO for reallocation
14 of the Brief Focused Assessment.
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17 The Court will only rule on the specific issues raised in the pleadings, set forth above.

18
19 The parties married on October 29, 2010 and separated on April 8, 2019. Their Judgment
20 of dissolution was entered on November 18, 2019, and was signed by both parties on May 28,
21 2019. They are parents to one child, Sofia, date of birth April 7, 2013.

22 Katia argues that during marriage, Eugene maintained sole control over the parties'
23 finances. Katia testified that Eugene was abusive to her throughout marriage, which included
24 name calling, belittling, refusal to allow access to all of their accounts and control of all financial
25 decisions.
26
27

28 ¹ Eugene's RFO was denied for hearing, as untimely, and thus, does not have a file date.

1 Eugene owned real property in Tarzana California. In about 2012 Eugene added Katia to
2 the mortgage to this property. Through Trial, it was not clear what led to this decision.
3 Presumably, Katia would have had to have consented to this through the refinance application. In
4 2017 as part of the parties' estate planning, the parties signed the transmutation agreement and
5 transferred title of the real property in to both parties' name.
6

7 In the parties' brief period of mediation (April 8, 2019-May 31, 2019), Katia argues that
8 Eugene advised Katia that the Tarzana property had always been his and that Katia had no
9 interest in this asset. Eugene stated that the only financial debt he owes Katia is \$65,000 (50%
10 of the Apple stocks he sold to pay off the mortgage in 2018). Eugene's Schedule of Assets and
11 Debts indicates that the Tarzana property is his separate property. Katia argues that due to
12 Eugene's harassment, lack of financial ability to hire an attorney, she had no other
13 choice but to sign the deed back to him since she had no interest in this property.
14

15 It was undisputed that Katia rented an apartment in San Jose, so she and her daughter
16 could move in. What is in dispute is why she did not do so. Katia testified that immediately after
17 the Judgment was signed, she learned the apartment would not be ready until about June 8.
18 Moreover, Eugene made unwelcomed sexual advances to Katia. She decided she and Sophia had
19 to immediately move out and did so on June 1, when Katia moved in with her now Eugene.
20 Katia testified that she told Eugene about this and he assisted with hiring movers.
21

22 As the parties began dividing their assets, Katia argues Eugene did not disclose
23 all of the community assets including the Google stocks and his vacation buyout. Eugene
24 refused to follow up on Roth IRA account division

25 Prior to filing for a divorce, Sophia was enrolled in and attending a private Kindergarten.
26 She was also enrolled to go to Monticello beginning in the fall 2019, for first grade. In planning
27 for this transition, the parties enrolled Sophia in summer camp at Monticello. The Judgment
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1 states the parties will split education costs. After the Judgment, Eugene refused to pay for
2 Monticello.

3 Katia obtained counsel to enforce the terms of the Judgment. Soon thereafter, the parties
4 entered into the April 21, 2020 Stipulation. This set forth that Eugene would pay 50% of
5 Sophia's educational expenses; it modified child support and terminated spousal support.

6 Section 3 of the 2020 Stipulation reflects that "the DissoMaster is based on the settlement of the
7 parties and none of the entries including Visitation times has been verified or accounted for by
8 either party."
9

10 Eugene argues that Katia was physically and verbally abusive to Eugene during marriage.

11 He contends that since the parties used a guideline spousal support to calculate spousal
12 support in the Judgment, they would continue to do so for modifications. The support printout
13 attached to the Judgment lists Katia income as \$4,389. For the April 2020 Stipulation Katia
14 allowed that same income to be reflected in the support printout attached to the Stipulation,
15 despite the fact that she had received a significant pay increase since that time. Eugene argues
16 that because of Katia's agreement to terminate spousal support, Eugene agreed to pay tuition.
17 Eugene argues that the support calculation reflects she would not be entitled to spousal support
18 and therefore deceived Eugene.
19

20 Eugene argues that the education expense provision of the Judgment, which states:
21 "Father and Mother will each be responsible for payment of one-half (1/2) of all educational
22 costs incurred on behalf of SOFIA (through high school graduation for SOFIA)" is silent as to
23 school tuition, choice of schools, discretion, or consent and therefore does not mean he is
24 responsible for tuition.
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1 Eugene argues he did disclose his Google stock. His Schedule of Assets and Debts listed
2 Schwab in item 11 with a value of \$205,620.38. The Schwab account was also listed in Eugene's
3 April 8, 2019 email settlement proposal to Katia, stating: "Schwab brokerage
4 \$161107.95 [sic] Schwab equity awards \$43459.40 (Google stock vests here)." Eugene's
5 Schedule of Assets and Debts lists one Schwab account, with no account number associated
6 with it.
7

8 Both parties exchanged their unsigned Preliminary Declarations of Disclosure on May
9 28, 2019, the same day they signed their Judgment. There were no attachments, statements or
10 required backup documentation attached to their Schedule of Assets and Debts.

11 The Schwab 6230 account is also referred to as the Schwab brokerage account. The
12 Judgment reflects that the parties each received half of this account. The Schwab GOOG
13 account, contains Google stock, and is referred to as equity awards account. As of June 30, 2019
14 there were 46 shares of Google stock. The Judgment is silent as to this account.
15

16 Further, it appears as though Katia did not receive any Google stock. Eugene emailed
17 Katia on July 12, 2019, stating: "TL;DR: I fulfilled my obligations. Now it's time you fulfill
18 yours. At the time of the divorce filing, the total balance of my investment accounts was
19 \$271895.58 (\$66273.20 in etrade, \$205622.38 in schwab). The mediation agreement entitles
20 you to take \$200947.79 of my money using the 50% + 65K calculation. You have already
21 received all of my holdings in the following assets: VCAIX 67628.11 FB 38802.00 IAU
22 67225.00 T 1 0641.17 For a total of 184296.28. That leaves a balance of 16651.51 which we
23 can settle in cash if you want. However, I think that it would be more than fair to just call it even,
24 considering that the car that I bought for you is worth far more than my bike & trailer. You are,
25 of course, aware that you have the upper hand in this matter and can force me to give you this
26 money if you so choose, so let me know what you want to do. That only leaves the retirement
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1 accounts pending. eTrade Roth IRA: as I have already informed you, I sent them the paperwork
2 but they require divorce decree to release the money. There is nothing more I can do at this time.
3 Vanguard 401k: being discussed in a separate thread; you are aware of what's happening and the
4 ball is in your court. So, I fulfilled my obligation. Now I need you to sign the title documents.
5 As explained above, I'll give you the check for \$16651.51 if you so choose. Eugene.”

6
7 Thereafter on September 25, 2019, Eugene sent Katia an email, stating: “I already
8 transferred ALL non-retirement funds that were due you as per the mediation agreement. Refer
9 back to my July12 email. Specifically you received the following stock/ETF transfers:

10 VCAIX 67628.11 FB 38802.00 IAU 67225.00 T 10641.17

11 For a total of 184296.28. I gave you a check for the remaining amount of 16651.51.

12 The only accounts that are left to settle are retirement accounts:

13 - 50% of e-trade Roth IRA. As explained multiple times previously, I submitted the
14 distribution form to e-trade but they require the divorce decree from the court to release the
15 money to you. - 401k account: being handled by Elizabeth A. Strasen
16 I don't owe you anything else. Eugene”

17
18 Eugene purchased the condominium before marriage. He contends it was his separate
19 property. During the marriage, the condominium was used as a rental property. The parties did
20 not reside there. Eugene paid all rental property expenses, including the mortgage,
21 from the rent revenue. Eugene refinanced the mortgage in 2012, and Katia’s name was included
22 on the refinance loan. Eugene contends that Katia threatened divorce she was not added to the
23 loan. Eugene contends he did not intend to give Katia an interest in the condominium. Her
24 name was not added to title as part of the refinance. Eugene argues that in 2017, Katia pressured
25 Eugene to be added to title. She again threatened to divorce if he did not add her name to title. In
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1 connection with the estate planning, Eugene added her name to title and the parties signed a
2 transmutation agreement. Eugene argues that Katia took advantage of Eugene's medical
3 condition and the parties' confidential relationship in unduly influencing Eugene to add her
4 to title.

5 Eugene contends that he managed the parties' investments and kept Katia informed, but
6 she was not interested in hearing it so long as she had money to spend. Eugene sold the stocks in
7 February and March 2018 and made two lump sum payments to pay down the mortgage: a
8 \$70,000 payment on February 27, 2018 and a \$60,000 payment on March 22, 2018 for a total of
9 \$130,000. These transactions occurred more than a year before the divorce.
10

11 At the commencement of Trial, the parties stipulated that Katia shall receive \$3,315 for
12 half of the vacation pay, which resolved this issue.
13

14 Katia requested a statement of decision on the following issues:

15 1. Did Eugene breach his fiduciary duties to Katia by: Failure to Disclosure and Divide
16 Community Property Google Shares of Stock? Failure to Disclose/Divide Vacation pay-out?²
17 Selling valuable Community Stocks to pay the mortgage?

18 2. Was the Tarzana, CA property Community Property?

19 3. Did Eugene exert duress, fraud, and undue influence on Katia related to
20 her signing over the community property family residence in Tarzana, CA by name calling Katia
21 including a "f*** gold digging b***" manipulating and intimidation and repeatedly telling her
22 she is not entitled to anything as the condo is "rightfully" his While they held a confidential
23 relationship.

24 4. Did Eugene properly divide the FCU account, and community stock accounts?

25 5. Did Eugene fail to adhere to Court orders by not including Katia as a
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28 ² Parties reached a stipulation regarding this issue so the Court will not rule on it.

1 beneficiary on his life insurance policy as specified in the Stipulated Judgment?

2 6. Did Katia have an obligation to disclose her income to Eugene without a
3 pending request by Eugene?

4 7. Did Katia breach her duty when she informed Eugene of her plans to
5 have a different living arrangement the same day the plans were made?

6 8. Is Eugene entitled to retroactively modify his obligation to pay spousal
7 support without first filing a motion with the Court?

8 9. Will Katia be entitled to Attorney's Fees, Costs and Sanctions based on
9 California Family Code §§ 271, 1101, 2100 et seq. and Code of Civil Procedure §§ 1008 (d), 18
10 128.7, 128.5, and 3294?

11 **2. Findings and Conclusions:**

12 The Court has considered all of the evidence on each of the presented, major disputes and
13 having heard and considered the evidence and arguments of counsel, both written and oral, and
14 having also considered and weighed the testimony and creditability of the parties, and having
15 also considered prior pleadings, filings and orders as they relate to the requests here, the Court's
16 ruling on the requested issues for statement of decision are as follows:

17 **1. Did Eugene breach his fiduciary duties to Katia by: Failure to Disclosure and Divide**
18 **Community Property Google Shares of Stock? Selling valuable Community Stocks**
19 **to pay the mortgage?**

20 Katia's motion is for determination and division of an omitted asset, Google stock, not
21 for a breach of fiduciary duty for his failure to disclose or divide Google Stock. Therefore the
22 Court will not rule on this issue which is not before the Court .

23 Both parties testified that Eugene managed the finances during marriage. Whether or not
24 this was by agreement was in dispute. There was no testimony regarding the sale of this stock and
25 how or why the sale of this stock this violated his fiduciary duties.

26 The Court does not make a finding that Eugene did not breach his fiduciary duties by
27 selling \$130,000 of community stocks in February and March 2018.

1 **2. Was the Tarzana, CA property Community Property?**

2 This request is unclear. At the date of marriage the Tarzana property was Eugene’s
3 separate property. Thereafter, he transmuted it to community property. Then, as part of the parties’
4 Judgment, it was confirmed to Husband as his separate property, which is continued to be.

5 **3. Did Eugene exert duress, fraud, and undue influence on Katia related to**
6 **her signing over the community property family residence in Tarzana, CA by name calling**
7 **Katia including a “f*** gold digging b***” manipulating and intimidation and repeatedly**
8 **telling her she is not entitled to anything as the condo is “rightfully” his while they held a**
9 **confidential relationship.**

10 The testimony by both parties reflects that, at least by the end of their marriage, it was an
11 unhappy one with constant name calling that went in both directions. This was undisputed
12 throughout Trial. According to Eugene’s testimony, it was Katia strong arming Eugene that
13 resulted in him adding her to title to the condo. Regardless, the parties came to a meeting of the
14 minds to add Katia to title and transmute the condo to community property. Katia asserted her
15 position with respect to ownership, and Eugene added her to title.

16 The testimony was that in the brief period between separation and signing of the MSA,
17 Eugene was travelling for approximately one month. The limited settlement discussions seemed
18 to occur with the joint mediator.

19 Ultimately, however, Eugene also testified that the value of the condo did not increase in
20 value from the time of transmutation, October 24, 2017 and the time of the Judgment signing,
21 May 28, 2019. No disputed testimony was provided. As such, the community would not have
22 had an interest in the condo, meaning Eugene’s statements that Katia was not entitled to
23 “anything” from the condo is correct.

24 Eugene did not exert duress, fraud, and undue influence on Katia related to
25 her signing over the community property family residence in Tarzana, CA .

26 **4. Did Eugene properly divide the FCU account, and community stock**
27 **accounts?**

1 The parties' Judgment states that Husband is awarded 100% interest in Partners FCU
2 Savings account. (Page 11 of Judgment). Unfortunately, the parties' Judgment was written in
3 such a way that values were not assigned to the accounts.

4 Eugene testified that he sold \$20,000 of community stocks to have "emergency cash." He
5 also testified that he was to transfer \$10,000 of these funds to Katia, but instead he sold more
6 stocks to complete this transfer. The Court does not find this is a breach of fiduciary duty,
7 although the additional stocks that Eugene sold may need to be divided.

8 Eugene was not required to divide the FCU account and therefore the Court will not rule
9 on this issue.

10 **5. Did Eugene fail to adhere to Court orders by not including Katia as a**
11 **beneficiary on his life insurance policy as specified in the Stipulated Judgment?**

12 Yes. The Judgment specified that Eugene would provide life insurance, naming
13 Katia as a beneficiary as security for child support.

14 **6. Did Katia have an obligation to disclose her income to Eugene without a pending**
15 **request by Eugene?**

16 Eugene is not seeking a finding of obligation to disclose, but of fraud. Therefore the
17 Court will not rule on this issue which is not before the Court .

18 **7. Did Petitioner breach her duty when she informed Eugene of her plans to**
19 **have a different living arrangement the same day the plans were made?**

20 Eugene is not seeking a finding of breach of fiduciary duty, but of fraud. Therefore the
21 Court will not rule on this issue which is not before the Court .

22 **8. Is Eugene entitled to retroactively modify his obligation to pay spousal**
23 **support without first filing a motion with the Court?**

24 The Court finds that Eugene is not able to retroactively modify his support obligation to
25 pay spousal support without first filing a motion with the Court. Eugene testified that before the
26 judgment was filed in November 2019, he had consulted with attorneys and knew that
27 cohabitation can reduce his spousal support obligations, but decided not to pursue it at that time
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1 and continue paying spousal support to Katia. Knowing that Eugene is now essentially
2 requesting to be retroactively reimbursed and awarded for his failure to properly file a motion
3 with the court.

4 **9. Will Katia be entitled to Attorney's Fees, Costs and Sanctions based on**
5 **Family Code §§ 271, 1101, 2100 et seq. and Code of Civil Procedure §§ 1008 (d), 18 128.7,**
6 **128.5, and 3294?**

7 Yes. The Court finds Eugene's obligated to pay attorney's fees and sanctions for his
8 actions in frustrating the Court's policy in promoting settlement and according to California
9 Family Code §§ 271, 1101, 2100 et seq.

10 After receiving the Court's tentative decision, for settlement purposes only Katia agreed
11 not to continue with the scheduled litigation. However, Eugene wanted to proceed with litigating
12 the one area he deemed to have lost. Even after receiving Court's proposal to have that matter be
13 submitted via the pleadings provided, Eugene demanded other matters to be added on, which
14 frustrated the settlement negotiations that took over 3 hours of the Court's time.

15 All other settlement negotiations with Eugene including two MSCs, and a JSSC were
16 fruitless. After a 3-hour MSC and agreeing to a global settlement, Eugene's counsel sent an
17 email a few minutes after the conclusion of the meeting that he has changed his mind.

18 Eugene testified that he in fact canceled the minor child's insurance despite the judgment
19 stating he is to maintain the health insurance, and claiming that he was unaware of the additional
20 order issued by Department 71 in November 2021 once again specifying that he is to maintain
21 health insurance for the minor child. This was also done despite Katia's attorney informing his
22 counsel that Eugene should not remove the minor child's coverage. Through this day, the minor
23 child still does not have any coverage through Eugene, as it is ordered in 3 separate court orders
24 now.

25 Katia had to go through counsel and a formal request for production of documents to
26 obtain a copy of Eugene's life insurance policy naming Katia a beneficiary that he was obligated
27 to maintain per the parties' judgment. Eugene testified that he is unaware if he has added Katia
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1 to his life insurance policy after his attorney confirmed that Katia was not the beneficiary of the
2 policy. This is another area where Eugene has complete disregard for court orders. To this day
3 Eugene failed to provide a copy of the policy naming Katia as a Beneficiary.

4 Eugene testified that the E*Trade Roth IRA was not divided before Katia had to retain an
5 attorney because it was "not convenient" for him to be "on hold for 15 minutes" with E*Trade.
6 He also initially testified that a judgment needed to be submitted for that account to be divided.
7 However, he does not recognize that the judgment was issued on November 18, 2019, and the
8 account was still not divided by February 2020 when Katia was forced to retain an attorney.

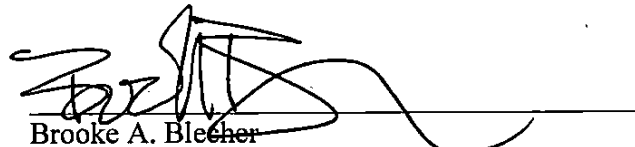
9 Katia was forced to file a motion with the Court requesting the trial to be continued due
10 to her father's passing, and having to make the death certificate a part of the public records. This
11 was due to Eugene denying her request to reschedule the trial. Once again in his response
12 Eugene put his approval contingent upon accepting his unreasonable one-way conditions without
13 having any compassion for Katia's loss.

14 Eugene filed an untimely and improper motion for reconsideration with the Court which
15 was denied.

16 Katia was forced to file a motion for disqualification of Eugene's attorney, Joe
17 Camenzind, when it was discovered a conflict of interest exist. Despite proper meet and confer
18 regarding this issue Eugene's then counsel refused to substitute out of the case and the Court had
19 to issue an order regarding this matter.

20
21 IT IS SO ORDERED.

22 Dated: March 28, 2022

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24 
25 Brooke A. Blecher
26 Judge of the Superior Court
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28