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4 **NOT FOR PUBLICATION**

5 UNITED STATES BANKRUPTCY COURT  
6 EASTERN DISTRICT OF CALIFORNIA  
7 SACRAMENTO DIVISION  
8

9 In re ) Case No. 10-29356-E-13L  
10 )  
11 HELEN B. TIRBEN, )  
12 )  
13 Debtor(s). )  
14 )  
15 HELEN B. TIRBEN, ) Adv. Pro. No. 10-2299  
16 )  
17 Plaintiff(s), )  
18 v. )  
19 )  
20 RAYMOND SIGNORELLO; NORTHERN )  
21 EMPIRE, LLC; FUSE WINES, LP; )  
22 LIFE INVESTORS INSURANCE )  
23 COMPANY OF AMERICA; and FUSE )  
24 WINES, LLC, )  
25 )  
26 Defendant(s). )  
27 )  
28 )

20 This memorandum decision is not approved for publication and may  
21 not be cited except when relevant under the doctrine of law of the  
22 case or the rules of claim preclusion or issue preclusion.

23 **MEMORANDUM OPINION AND DECISION**

24 The Motion for Summary Judgment was properly set for hearing  
25 on the notice required by Local Bankruptcy Rule 9014-1(f)(1). Oral  
26 argument was presented by the parties at the scheduled hearing.

27 **BACKGROUND**

28 The Signorello Parties allege that between April 2005 and

1 September 2009, Sakir Ilker Tirben, Debtor-Plaintiff's husband and  
2 a Signorello employee, stole in excess of \$500,000.00 from the  
3 Signorello parties. The Signorello parties further allege that  
4 some of the stolen money was used to pay the premiums on  
5 Mr. Tirben's life insurance policies.

6 The Signorello Parties are involved in the wine business. On  
7 April 15, 2005, the Signorello Parties hired Mr. Tirben as  
8 Controller. As Controller, Mr. Tirben was in charge of accounts  
9 and accounting. By September 15, 2009, Mr. Tirben was no longer  
10 employed by the Signorello Parties. The Signorello Parties allege  
11 that Mr. Tirben stole more than \$500,000.00 during his employment,  
12 some of which was used to pay premiums on two life insurance  
13 policies. Mrs. Tirben admits that some of the money was deposited  
14 into her and her husband's joint bank account, but alleges that the  
15 money was all used as Mr. Signorello directed.

16 Several months after Mr. Tirben's employment ended, law  
17 enforcement began investigating the alleged theft. When the Napa  
18 County Sheriff's Department attempted to execute a search warrant  
19 on Mr. Tirben's house, Mr. Tirben committed suicide. This  
20 triggered a \$500,000.00 life insurance payout. The Signorello  
21 Parties then sued Mrs. Tirben in Napa County Superior Court.  
22 Subsequently, Mrs. Tirben sought protection under Chapter 13 of the  
23 Bankruptcy Code and filed this action seeking turnover of  
24 \$500,000.00 in life insurance proceeds.

25 The Signorello Parties filed a counterclaim alleging (1) a  
26 claim against Mrs. Tirben for the funds allegedly stolen by her  
27 late husband, (2) that the debt is nondischargeable, and  
28 (3) seeking imposition of a constrictive trust for the benefit of

1 the Signorello Parties on assets purchased, repaired, or improved  
2 with the allegedly stolen funds.

3 The life insurance company interpled the life insurance  
4 proceeds and was dismissed from the adversary proceeding. The  
5 court also consolidated the Signorello Parties' objection to  
6 Mrs. Tirben's claimed exemptions and Chapter 13 Plan with this  
7 adversary proceeding. This Summary Judgment Motion followed.

8 The debtor filed opposition on March 4, 2011. Opposition was  
9 due March 3, 2011. Despite the fact that Mrs. Tirben's opposition  
10 was untimely, in the interest of justice the court will consider  
11 it.

#### 12 **SUMMARY JUDGMENT**

13 A motion for summary judgment is governed by Federal Rule of  
14 Civil Procedure 56 as made applicable to this adversary proceeding  
15 by Federal Rule of Bankruptcy Procedure 7056. Summary judgment is  
16 granted if there is no genuine dispute as to any material fact and  
17 the movant is entitled to judgment as a matter of law. Fed. R.  
18 Civ. P. 56. When looking at a summary judgment motion, "evidence  
19 of the nonmovant is to be believed, and all justifiable inferences  
20 are to be drawn in his favor." *Anderson v. Liberty Lobby, Inc.*,  
21 477 U.S. 242, 255 (1986).

22 The Signorello Parties contend that since Mrs. Tirben's  
23 opposition contains no legal authority and fails to rebut the legal  
24 arguments of the Signorello Parties, Mrs. Tirben has conceded all  
25 of the Signorello Parties' legal arguments. However, this is not  
26 the law. A party seeking summary judgment must show (1) the  
27 apparent absence of any genuine dispute of material fact and  
28 (2) movant's entitlement to judgment as a matter of law on the

1 basis of the undisputed facts. 11 JAMES WM. MOORE, FEDERAL PRACTICE  
2 § 56.13[1] (3rd ed. 2010). If the movant fails to show that he or  
3 she is entitled to judgment as a matter of law based on the  
4 undisputed facts, it is irrelevant what the nonmovant does or does  
5 not do: the movant is not entitled to summary judgment. *Anchorage*  
6 *Assocs. v. Virgin Islands Bd. of Tax Rev.*, 922 F.2d 168, 175 (3d  
7 Cir. 1990).

8 The Signorello Parties' Motion for Summary Judgment also  
9 requests a constructive trust be imposed on the \$500,000.00 of life  
10 insurance proceeds for their benefit. In the alternative, the  
11 Signorello Parties request summary adjudication or partial summary  
12 judgment on such evidentiary issues as may be proper.

13 **Mrs. Tirben's Liability for Her Husband's Theft**

14 In their earlier documents, the Signorello Parties seemed to  
15 allege that Mrs. Tirben and her husband, Mr. Tirben, conspired to  
16 get Mr. Tirben hired as Controller so that he could steal from the  
17 Signorello Parties (Answer at ¶ 23). However, this is not alleged  
18 in the Summary Judgment Motion. Instead, the Signorello Parties  
19 allege that Mrs. Tirben had constructive knowledge of Mr. Tirben's  
20 theft and that she received some benefit from it. As such, the  
21 Signorello Parties believe that Mrs. Tirben should be liable for  
22 the entire \$500,000.00 allegedly stolen.

23 The parties go into great detail about the Tirbens' finances.  
24 The Signorello Parties argue that the Tirbens spent more money each  
25 month than they earned. As such, the Signorello Parties allege  
26 that Mrs. Tirben knew or should have known Mr. Tirben was stealing  
27  
28

1 to supplement his income.<sup>1</sup> Mrs. Tirben contends that she and her  
2 husband didn't spend as much as the Signorello Parties claim.  
3 Also, Mrs. Tirben contends that their income was supplemented by  
4 other means, such as gifts from family members and winning shooting  
5 competitions.

6 However, the Signorello Parties do not assert any authority as  
7 to how or why Mrs. Tirben is personally liable for the obligations  
8 owed by her husband for his alleged illegal acts. Rather, this  
9 contention is merely stated in a heading on page 9 of the Points  
10 and Authorities as, "There Is No Triable Issue of Material Fact  
11 That Helen Owes The Signorello Parties Over \$500,000." The  
12 Signorello Parties just boldly state that since they assert that  
13 Mr. Tirben stole money and used the money for his and Mrs. Tirben's  
14 benefit (spending more money than he would otherwise legally make),  
15 liability is imposed. Given that the Signorello Parties could not  
16 cite any authority for this "guilt by association" theory, the  
17 court infers that they could find no legal theory for this  
18 proposition. Based on the evidence submitted and legal theories  
19 advanced, the Signorello Parties have failed to establish a claim  
20 for personal liability against Mrs. Tirben for the alleged criminal  
21 conduct of Mr. Tirben. As such, the Signorello Parties are not  
22 entitled to summary judgment on this issue. Correspondingly, as  
23 the Signorello Parties have not proven any personal liability, they  
24 are not entitled to summary judgment on the issue of the  
25 nonexistent debt being nondischargeable pursuant to 11 U.S.C.

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27 <sup>1</sup> The Signorello Parties rely on the declaration of  
28 Michelle Kenyon, a paralegal, to provide their accounting  
estimates of the Tirbens' earnings and spending.

1 § 523.

2       The claim for nondischargeability of the alleged debt appears  
3 to be based on this guilt by association theory. All of the  
4 alleged improper conduct was that of Mr. Tirben, not Mrs. Tirben.  
5 The Signorello Parties advance their theory based on several  
6 bankruptcy court cases, none of which arise under the community  
7 property laws of the State of California. The first case cited for  
8 the associated guilt proposition is *In re Smith*, 98 B.R. 423, 427  
9 (Bankr. C.D. Ill. 1989). An initial review of the *Smith* case  
10 discloses that the debt at issue related to a business owned and  
11 operated by the debtor and her husband. The debtor was the  
12 licensee of a car dealership, and her husband diverted monies which  
13 should have been properly paid to a lien holder on a car sold by  
14 the dealership. In making the determination that the husband was  
15 the wife's agent with respect to their auto dealership business,  
16 the trial court stated the basic agency rules that (1) there must  
17 be manifestation by the principal that the agent shall act for  
18 him/her, (2) the agent must accept the agency relationship, and  
19 (3) the understanding that the principal is to be in control of the  
20 undertaking for which the agent is empowered. *Id.* at 426. The  
21 bankruptcy court expressly found that the debtor in *Smith* exercised  
22 control over her husband's business activities because she held the  
23 license for the dealership, stating, "The Court is convinced that  
24 Bob Smith was acting as Pamela K. Smith's agent at the time of the  
25 sale of the van to plaintiffs." *Id.*

26       The second authority for the proposition that Ilker's  
27 misconduct is visited on Mrs. Tirben is *Taylor Freezer Sales v.*  
28 *Oliphant*, (*In re Oliphant*), 221 B.R. 506, 511 (Bankr. D. Ariz.

1 1998). *Oliphant* represents a similar situation in which  
2 Mrs. Oliphant engaged in conduct against her employer which  
3 resulted in a judgment for embezzlement being entered against Mrs.  
4 Oliphant and the Oliphant's marital community. In the state court  
5 proceedings the creditor introduced evidence that portions of the  
6 embezzled monies were deposited in the Oliphants' joint checking  
7 account and used by both of them. No judgment was entered against  
8 Mr. Oliphant, the debtor in the subsequent bankruptcy case. The  
9 Oliphants divorced prior to the filing of the bankruptcy case by  
10 Mr. Oliphant.

11 The issue presented to the bankruptcy court was a contention  
12 that the debt should be determined nondischargeable as to  
13 Mr. Oliphant's portion of the community property from their  
14 marriage. Under applicable Arizona law, the bankruptcy court  
15 determined that "a marital community" may be liable for the  
16 intentional torts of one spouse if done for the benefit of the  
17 community. Further, under Arizona law, after divorce each spouse  
18 remains liable to the creditors of the former community. The  
19 bankruptcy court concluded that a liability owed for a community  
20 obligation could be enforced against each spouses' separate  
21 property, and that absent bankruptcy the creditor could enforce the  
22 obligation personally against Mr. Oliphant as a community  
23 obligation.

24 At this juncture, Arizona law as described in the *Oliphant*  
25 decision and California community property law diverge. Marriage  
26 does not automatically make one spouse the agent of the other for  
27 all purposes and there is not automatic liability for all debts  
28 incurred while the persons were married. Each spouse owes a

1 fiduciary duty to the other in their dealings, and have the ability  
2 to enter into any transactions which either might if unmarried.  
3 Cal. Fam. Code § 721. The obligations they owe each other are of  
4 "mutual respect, fidelity, and support." Cal. Fam. Code § 720. It  
5 is the community estate (the community property) which is "liable  
6 for a debt incurred by either spouse before or during the  
7 marriage." Cal. Fam. Code § 910 *et. seq.* There is no personal  
8 liability of one spouse for the debts of the other spouse under  
9 California law. *11601 Wilshire Associates v. Grebgow*, 64 Cal. App.  
10 4th 453, 457 (1998); *Reynolds & Reynolds Co. v. Universal Forms,*  
11 *Labels & Sys., Inc.*, 965 F. Supp. 1329, 1397 (C.D. Cal. 1997).

12 The California Legislature has created an exception to the  
13 general rule that one spouse is not personally liable for the debts  
14 of the other in California Family Code Section 914. This limited  
15 exception is for a debt incurred for necessities of life for the  
16 person's spouse. Necessaries of life are common necessities which  
17 include food, clothing, shelter, medical attention, and the like.  
18 See *Evans v. Noonan*, 20 Cal. App. 288 (1912). In this case the  
19 Signorello Parties do not purport to be enforcing an obligation  
20 they are owed for necessities of life provided to Mrs. Tirben, but  
21 an alleged tort obligation Mr. Tirben incurred.

22 The Signorello Parties having failed to establish that  
23 Mrs. Tirben has personal liability, the summary judgment motion is  
24 denied as to both the request for personal liability and that the  
25 alleged obligation is nondischargeable.

#### 26 **IMPOSITION OF A CONSTRUCTIVE TRUST**

27 The Signorello Parties also ask for a constructive trust in  
28 the proceeds of the life insurance policy. "One who gains a thing

1 by fraud, accident, mistake, undue influence, the violation of a  
2 trust, or other wrongful act, is, unless he or she has some other  
3 and better right thereto, an involuntary trustee of the thing  
4 gained, for the benefit of the person who would otherwise have had  
5 it." Cal. Civ. Code § 2224. This statute has three elements: "the  
6 existence of a *res* (property or some interest in property); the  
7 plaintiff's right to that *res*; and the defendant's gain of the *res*  
8 by fraud, accident, mistake, undue influence, the violation of a  
9 trust or other wrongful act." *Kraus v. Willow Park Public Golf*  
10 *Course*, 73 Cal. App. 3d 354 (1977). However, "the wrongful act  
11 giving rise to a constructive trust need not amount to fraud or  
12 intentional misrepresentation. All that must be shown is that the  
13 acquisition of the property was wrongful and that the keeping of  
14 the property by the defendant would constitute unjust enrichment."  
15 *Calistoga Civic Club v. City of Calistoga*, 143 Cal. App. 3d 111,  
16 116 (1983).

17 **First Element, The Existence of Property.**

18 In this case, the Signorello Parties have identified a  
19 specific *res*, the insurance proceeds.

20 **Second Element, The Signorello Parties' Right to the Property.**

21 The Signorello Parties assert a right to the life insurance  
22 proceeds contending that the premiums for the insurance policies  
23 were paid for with funds they allege to have been stolen by  
24 Mr. Tirben. As proof, the Signorello Parties offer Mr. Tirben's  
25 bank statements, which show that allegedly stolen checks were  
26 deposited in the same account that was used to pay the premiums for  
27 the life insurance. However, this account also contained funds  
28 owned by Mr. Tirben.

1           "Where a person has embezzled funds and used them for the  
2 payment of premiums for insurance on his life, a trust is created  
3 in favor of the person from whom they were embezzled, and that such  
4 person is entitled to such proportion of the total insurance as the  
5 amount of premiums which have been paid from the embezzled funds  
6 bears to the total amount of the premiums paid." *Brodie v. Barnes*,  
7 56 Cal. App. 2d 315, 323 (1942). The law imposes a proportionality  
8 requirement when embezzled funds are alleged to have been used to  
9 purchase. Were the court to impose a constructive trust in favor  
10 of the Signorello Parties, it would be limited to the percentage of  
11 the premiums that were paid with stolen funds.

12           In their motion, reply, and at oral argument, the Signorello  
13 Parties repeatedly urge that they do not have an obligation to  
14 trace the allegedly wrongfully obtained funds to the life insurance  
15 policies. Rather, relying upon *Chrysler Credit Corp. V. Sup. Ct.*,  
16 17 Cal. App. 4th 1303, 1312-13, and *Bank of Alex Brown v. Goldberg*  
17 (*In re Goldberg*), 158 B.R. 188, 194-195 (Bankr. E.D. Cal. 1993),  
18 they contend that it is Mrs. Tirben's burden under California law  
19 to show that the insurance policies were funded solely from funds  
20 rightfully in the possession of her and her late husband. However,  
21 as the court in *Goldberg* recognized, substantive federal law  
22 requires strict tracing in some cases. *Goldberg*, 158 B.R. at 195-  
23 196. As the Ninth Circuit recognized in cases involving commingled  
24 funds, whatever presumption California law may create in relation  
25 to tracing, it cannot conflict with the federal bankruptcy scheme  
26 created by Congress. *Toys "R" Us, Inc. v. Esgro, Inc. (In re Esgro,*  
27 *Inc.)*, 645 F.2d 794, 797-798 (9th Cir. 1981); see also *In re Sierra*  
28 *Steel, Inc.*, 96 B.R. 271, 274 (B.A.P. 9th Cir. 1989).

1 More recently, the Ninth Circuit has been clear that the  
2 proponent of a constructive trust in a bankruptcy case involving  
3 commingled funds – even under California law constructive trust law  
4 – “bears the burden of tracing the alleged trust property  
5 ‘specifically and directly’ back to the illegal transfers giving  
6 rise to the trust.” *Taylor Assocs. v. Diamant (In re Advent Mgmt.*  
7 *Corp.)*, 104 F.3d 293, 296 (9th Cir. 1997);<sup>2</sup> see also *Danning v.*  
8 *Bozek (In re Bullion Reserve of North America)*, 836 F.2d 1214, 1217  
9 (9th Cir. 1988) (funds from commingled bank account controlled by  
10 debtor presumptively constitute property of the debtor’s estate.)

11 The court cannot blindly assume that the premiums were paid  
12 with only the alleged embezzled monies, just as it will not assume  
13 that the premiums were paid with other monies of Mr. and  
14 Mrs. Tirben. The parties must develop a rational method to account  
15 for the monies and alleged interests in the insurance proceeds.  
16 The Signorello Parties have failed to establish this element for a  
17 constructive trust.

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20  
21 <sup>2</sup> “Under the strict tracing standard applicable to  
22 bankruptcy cases involving commingled funds, [person asserting  
23 the constructive trust] bears the burden of tracing the alleged  
24 trust property “specifically and directly” back to the illegal  
25 transfers giving rise to the trust. *Bank of Alex Brown v.*  
26 *Goldberg (In re Goldberg)*, 158 Bankr. 188, 196 (Bankr. E.D. Cal.  
27 1993), *aff'd*, 168 Bankr. 382 (Bankr. 9th Cir. 1994). If [person  
28 asserting the constructive trust] fails to trace the funds, we  
must presume that the funds constitute “an interest of the debtor  
in property.” *Danning v. Bozek (In re Bullion Reserve of North  
America)*, 836 F.2d 1214, 1217 (9th Cir. 1988) (funds from  
commingled bank account controlled by debtor presumptively  
constitute property of debtor's estate).” *Taylor Assocs. v.*  
*Diamant (In re Advent Mgmt. Corp.)*, 104 F.3d 293, 296 (9th Cir.  
1997).

1                   **Gaining of the Property by Wrongful Conduct**

2           Now, we turn to the third element. The Signorello Parties  
3 contend that Mrs. Tirben wrongfully obtained the life insurance  
4 proceeds because the life insurance policy was paid for with funds  
5 stolen from them. In attempting to show that the funds were  
6 stolen, the Signorello Parties offer several pieces of evidence.

7           The Signorello Parties offer the declaration of Steve  
8 Polinski. Mr. Polinski states that during Mr. Tirben's employment  
9 with the Signorello Parties, \$266,245.00 went missing from the wine  
10 tasting room. This information is backed up with a copy of the  
11 Signorello Parties' accounting records. Mr. Polinski further  
12 states that Mr. Tirben was the only person responsible for  
13 collecting the cash generated by the Tasting Room. The declaration  
14 of Mr. Signorello alleges substantially the same thing. However,  
15 while the Signorello Parties were able to provide bank statements  
16 for Mr. Tirben's account, they were apparently unable to provide  
17 the bank statements for their own account. This is a key element  
18 of proof since the basis of the claim is that the POS Sale system  
19 shows cash receipts of one number but bank records show deposits of  
20 a smaller number.

21           Mr. Polinski also testified that upon review of the books, he  
22 found that Mr. Tirben wrote numerous checks to himself to pay off  
23 a credit card (which Mr. Polinski states does not belong to the  
24 Signorello Parties), Staples, and Costco totaling more than  
25 \$272,660.32. The checks were allegedly signed by Mr. Birebent.  
26 The Declaration of Mr. Birebent states that Birebent's name was  
27 forged on "numerous" checks. Mr. Birebent also states that many of  
28 the forged checks were made out to Mr. Tirben.

1 Mrs. Tirben admits that many of the checks at issue were  
2 deposited into Mr. and Mrs. Tirbens' joint bank account. However,  
3 Mrs. Tirben claims in her declaration that the money was deposited  
4 into the bank account at Mr. Signorello's request and used as  
5 Mr. Signorello directed. The Signorello Parties contend that  
6 Mrs. Tirben's claim is inadmissible because it lacks foundation, is  
7 speculative, and is based on hearsay. At this juncture,  
8 Mrs. Tirben's declaration does not address how she had personal  
9 knowledge that her husband was using the money as Mr. Signorello  
10 directed.<sup>3</sup> Though not perfect, at issue is the reason why the  
11 monies were deposited and disbursed from the Tirben joint account.

#### 12 CONCLUSION

13 In a motion for summary judgment, the court's job is not to  
14 weigh the evidence. *Anderson v. Liberty Lobby, Inc.*, 477 U.S. at  
15 249. Instead, there is a genuine dispute as to a material fact "if  
16 the evidence is such that a reasonable jury could return a verdict  
17 for the nonmoving party." *Id.* at 248. Further, if the movant  
18 bears the burden of persuasion with regard to a claim (as the  
19 Signorello Parties do here), the movant "must show that the record  
20 contains evidence satisfying the burden of persuasion and that the  
21 evidence is so powerful that no reasonable jury would be free to  
22 disbelieve it." MOORE'S FEDERAL PRACTICE § 56.13[1]; *Edison v.*

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23  
24 <sup>3</sup> While the court may accept this testimony as evidence  
25 strong enough to survive a summary judgment motion, the  
26 credibility of the evidence is low. First, the court does not  
27 know how Mrs. Tirben learned of the alleged theft or directions  
28 given by Mr. Signorello. Second, a blanket statement that  
Mr. Tirben couldn't have stolen the money because the Tirben  
family received no benefit from the money is not as credible as  
tracing where the embezzled money actually ended up going after  
it was disbursed from the Tirbens' joint account.

1 *Reliable Life Ins. Co.*, 664 F.2d 1130, 1131 (9th Cir. 1981). The  
2 Signorello Parties have failed to present such uncontroverted  
3 evidence. They have not met their burden of tracing the alleged  
4 stolen monies to the payment of the insurance premiums. Nor have  
5 they proven that Mrs. Tirben has any personal liability for the  
6 alleged obligation of Mr. Tirben. Viewing the evidence in the  
7 light most favorable to Mrs. Tirben, it is possible that a  
8 reasonable jury could find in her favor as to these facts. The  
9 Motion for Summary Judgment is denied.

#### 10 **UNDISPUTED FACTS**

11 In denying a motion for summary judgment, the court may  
12 determine which facts are not genuinely in dispute and enter an  
13 order determining such facts in the case. The following facts are  
14 determined not to be genuinely in dispute in this adversary  
15 proceeding and pursuant to Fed. R. Civ. P. 56(g) and Fed. R. Bankr.  
16 P. 7056, and established in this adversary proceeding:

17 1. The Signorello Parties are all involved in the wine  
18 business and operate, among other things, a Winery in Napa,  
19 California, called Signorello Estate.

20 2. On April 25, 2005, the Winery hired Saki Ilker Tirben as  
21 Controller, and Ilker remained as the Winery's Controller until  
22 September 15, 2009.

23 3. As Controller, Ilker managed the Signorello Parties'  
24 accounts and accounting software.

25 4. As Controller, Ilker's salary was between \$40,000.00 and  
26 \$48,000.00 a year.

27 5. On September 10, 2009, the Signorello Parties hired  
28 Steven Polinski to replace Ilker.

1           6.    Ilker committed suicide in January 2010 while the  
2 authorities were attempting to execute a search warrant on his  
3 home.

4           7.    Helen Tirben was married to Ilker.

5           8.    The Winery operates a tasting room in Napa, California  
6 ("Tasting Room") that sells various goods and services.

7           9.    There is a computer in the Tasting Room that tracks,  
8 among other things, cash sales (the POS Computer).

9           10.   Approximately every two or three days, the employees in  
10 the Tasting Room collect the accumulated cash from sales and sign  
11 out that cash to an employee to be deposited into the Signorello  
12 Parties' bank account.

13           11.   Ilker was responsible for "checking out" cash for deposit  
14 in the Signorello Parties' bank account, but it is disputed that  
15 Ilker was the only one who could check out the cash from the  
16 Tasting Room.

17           12.   Some of the 17 checks totaling \$51,559.56 were deposited  
18 into Mrs. Tirben's and Ilker's joint bank account.

19           13.   Some of the 34 checks totaling \$129,148.65 were deposited  
20 into Mrs. Tirben's and Ilker's joint bank account.

21           14.   Some of the 15 checks totaling \$22,982.00 were deposited  
22 into Mrs. Tirben's and Ilker's joint bank account.

23           15.   Some of the 149 checks totaling \$63,332.40 were deposited  
24 into Mrs. Tirben's and Ilker's joint bank accounts, used to pay for  
25 goods at Costco, or to pay personal credit card obligations.

26           16.   Some of the 9 checks totaling \$3,568.29 were deposited  
27 into Mrs. Tirben's and Ilker's joint bank accounts, or used to pay  
28 the personal credit card obligations.

