

From: Valeria Chomsky <[REDACTED]>
To: "jeffrey E." <jeevacation@gmail.com>
Subject: Fwd: taxes
Date: Mon, 03 Jul 2017 12:06:48 +0000

Dear Jeffrey,

We don't have the trust document. I am going to ask Noam to request it.

The whole situation is extremely unfair to Noam.

Noam hasn't been receiving anything from the trust, nor has he been informed if they are depositing the interest of the trust in some account that we are not aware of.

Noam understands that he has rights as well to the principal of the trust, and requested money only to pay half of the taxes to not have to take 200k from the IRA (income taxes have been paid from the IRA, besides all our expenses, increasing the withdrawals from the IRA), but the condition the children established (one of them as the trustee) to give Noam any access to the marital trust is that he has to disclose all our financial life to them, something that Noam totally opposes and me too. Our lawyer tried to obtain half of the taxes amount again this year from the trust, but the trustee denied for the second year. The lawyer had told me, in privacy, that the situation is very serious -- children denying their father his own money, money he earned from his work.

But Noam doesn't accept their conditions exactly because the money is still his (they are the beneficiaries) and he never asked the children to disclose their financial lives to give them money. I agree that we don't have to live under their surveillance, as they want. Noam decided not access the trust. I totally agreed. And we decided to adjust our lives accordingly.

The 30k is not the problem. The problem is that they seem to want to punish Noam for remarrying (maybe unconsciously), although Noam thinks that they are happy about our marriage. To give you an example, even one book that Noam decided to give me the copyright, it was angrily questioned. And Noam answered that the same way he has given to them, to their trusts and to his first wife (their mother), he is going to give to me from now on. There are many other things that have been going on since we got married. But I have been trying -- as much as I can -- to disregard everything because I love Noam and want us to be happy. But it hasn't been easy.

Valeria

----- Forwarded message -----

From: jeffrey E. <jeevacation@gmail.com>
Date: Mon, Jul 3, 2017 at 6:23 AM
Subject: Re: taxes
To: Valeria Chomsky <[REDACTED]>

I understand. the marital trust document ? if he is required to pay interest to the trust and receive it back that means that he is a beneficiary of the trust.. if it is the 30k . I will pay it myself. no problem. his health is most important. will he allow me to talk to them or their representative. . or my very kind gently person called rich kahn that works for me in these situations. . I think the whole situation is very unfair to noam. and would like to take part in its solution. valeria . this is what i do , it is not a burden nor should you both feel in any way awkward about it.

On Mon, Jul 3, 2017 at 3:59 AM, Valeria Chomsky <[REDACTED]> wrote:

This is what Noam was thinking about, yesterday after midnight.

This is becoming intolerable. I haven't gotten involved at all in this discussion because I think is their business, but as I see it affecting my husband's health, I am going to put a stop on this myself. This pressure is going beyond the limits.

Valeria

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From: **Noam Chomsky**

Date: Sun, Jul 2, 2017 at 12:18 AM

Subject: Re: taxes

To: Avi Chomsky , Diana Chomsky , Harry Chomsky

Cc: Valeria Chomsky

I should make it clear to start with that none of this bears on our decision to move to Tucson. That has quite different motives.

We do of course have to face our financial situation: reliance on a diminishing IRA (and another very small one) with no access to other funds, and the burden of paying for an apartment that I agreed to buy only on the mistaken assumption that the cost would be paid by the Lexington house.

What we're discussing is something else: the nature of the loan from the Trust.

The final version of the Promissory Note that was provided to me reads as follows:

"Interest on the balance outstanding shall be payable at a rate equal to the highest rate in effect from time to time on any one or more loans outstanding

between-Lender and **[insert full name of Pershing entity]**, or if no such loans are in existence, then the rate shall be fixed at the so-called Mid Term Applicable Federal Rate in effect at the time, recalculated monthly in accordance with Section 1274(d) of the Internal Revenue Code, or any successor thereto. Interest due on each Loan shall be calculated based on a 360-day year and the actual number of days elapsed."

There is nothing here, or elsewhere in the document, that restricts it to the brief period before the sale of the Lexington house.

I have no information at all about having received any DNI. If there is such information, it should be sent to me so that I can use it for our own plans.

I don't see much point in a meeting. It seems to me that all of this can be cleared up in writing.

D

On Sat, Jul 1, 2017 at 7:32 PM, Diana Chomsky wrote:

Hi, thanks for your reply.

We are very, very concerned that you are not understanding and not getting help in understanding what is happening with your finances. Your responses below only increase our concern. The three of us are not able to serve as financial advisors. We urge you strongly to speak directly with Max so that he can clarify what he says in the Memo and explain what the Promissory Note language means.

Just to give you one example of our concern: You focus on one phrase: that the interest will be "at the highest rate in

effect.” But you are taking those words out of context. We really don’t think we should be trying to explain these details to you, but to try to summarize: this phrase applied to the double nature of the loan—the Marital Trust had to borrow money from Pershing to make the loan to you, until the Lexington house was sold. The phrase you quote applies only to that brief period, and has no impact on the interest accruing now or in the future.

We can see why focusing on those six words would make you angry. But the six words mean nothing in and of themselves (i.e., what rate is “in effect”?). But instead of doing the logical thing—getting the full information—you are just so angry that you refuse to find out the truth.

Again, this is just one example of where you are stating conclusions based on faulty or incomplete information. There are explanations for your other issues as well (how the DNI is paid to you, how the interest payments can be made, etc) but rather than us trying to summarize the information for you here, we think it would make more sense for you to discuss them with the people who set all of this up, in the context of a broader conversation. Reading your response only redoubles our sense that you are simply misreading important elements of your entire financial situation, and that you are making big decisions based on faulty information. We feel that you have painted yourself into a corner, in which you arrive at the worst possible interpretation of complex legal language, and then refuse to speak with the very people who could explain it to you, and just get angry at them based on your misinterpretations.

We beg you once again to meet with us and with the people who set up the Trust, the loan, etc., to clarify these issues.

Love, Avi, Diane and Harry

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please note

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JEE

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