

**United States Bankruptcy Court
Central District of California
Los Angeles
Judge Ernest Robles, Presiding
Courtroom 1568 Calendar**

Monday, December 05, 2016

Hearing Room 1568

10:00 AM

2:16-17549 Ronnie David Yona and Caroline Yona

Chapter 7

#1.00 HearingRE: [59] Notice of motion and motion for relief from the automatic stay with supporting declarations REAL PROPERTY RE: 11268 Montana Avenue, Los Angeles, California 90049 . (Alper, Andrew)

Docket No: 59

Tentative Ruling:

12/1/2016: For the reasons set forth below, GRANT Motion.

Pleadings Filed and Reviewed

Stay-Relief Motion:

1. Notice of Motion and Motion for Relief from the Automatic Stay Under 11 U.S.C. § 362 (Real Property) ("Motion") [Doc. No. 59]
 1. Dayco Funding Corporation's Memorandum of Points and Authorities in Support of Motion for Relief from the Automatic Stay ("Dayco's P&A") [Doc. No. 59-4]
 2. Trustee's Ex Parte Motion for Continuance of Dayco's Motion for Relief from Stay [Doc. No. 68]
 3. Declaration of Fay Simab in Support of Trustee's Ex Parte Motion for Continuance of Dayco's Motion for Relief from Stay [Doc. No. 71]
 4. DayCo Funding Corporation's Opposition to trustee's Ex Part Motion for Continuance of Dayco's Motion for Relief from Stay [Doc. No. 74]
 5. Order Denying Chapter 7 Trustee's Ex-Parte Application for Continuance of hearing on Dayco's Motion for Relief from the Automatic Stay [Doc. No. 75]
2. Trustee's Opposition to Motion for Relief from the Automatic Stay ("Trustee's Opposition") [Doc. No. 76]
3. Opposition by Creditors Ariel, LLC, Bruce Torkan and Roya Torkan to Dayco Funding Corporation's Motion for Relief from the Automatic Stay and Joinder to Trustee's Opposition to Dayco Funding Corporation's Motion for Relief from Stay ("Creditors' Opposition") [Doc. No. 78]
4. Dayco funding Corporation's Omnibus Reply to the Trustee's Opposition to

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Motion for Relief from the Stay and Opposition by Creditors Azriel LLC,
Bruce Torkan and Roya Torkan ("Omnibus Reply") [Doc. No. 91]

Facts and Summary of Pleadings

Dayco Funding Corporation ("Dayco") filed the instant Motion with respect to real property located at 11268 Montana Avenue, Los Angeles, California 90049 ("Property"). For the reasons stated below, the Court GRANTS the Motion under 11 U.S.C. §§ 362(d)(2) and (d)(2).

Background

On October 19, 2007, Dayco loaned Crosspoint Development, LLC ("Crosspoint") \$4,000,000 ("Loan"), in exchange for a lien on Crosspoint's real property located at 1006 W. Avenue H, Lancaster, California 93536 ("Lancaster Property") and a lien on the personal property assets of Crosspoint. Dayco's P&A at 1-2. Ronnie David Yona and Carolina Yona ("Debtors") owned 49% of Crosspoint. *Id.* at 1. Menashi Cohen and Fran Cohen ("Cohens") owned the other 51%. *Id.* at 2. Dayco is owned and controlled by Sean Dayani who is Carolina Yona's brother-in-law. Trustee Opposition at 8. Both the Debtors and the Cohens personally guaranteed the loan. Dayco's P&A at 1-2. On March 8, 2010, the Loan was modified with an additional \$538,500 advanced by Dayco to Crosspoint, with the principal and interest due in full on October 24, 2010 ("Modified Loan"). *Id.* The modification included a full release of Dayco's liability. *Id.* On March 10, 2010, Dayco advanced an additional sum of \$600,000 to Crosspoint ("Second Loan"), personally guaranteed by the Debtors. *Id.* at 3. Crosspoint and its guarantors failed to pay the Loan on October 24, 2010 and failed to make monthly payments on the Second Loan. *Id.* Subsequently, in April 2012, Dayco foreclosed on the Lancaster Property and the personal property secured under the Loan, eventually becoming the winning bidder at the foreclosure sale for both the Property and the personal property of Crosspoint. Dayco's P&A at 3, Trustee's Opposition at 9. At the time of the foreclosure, the Debtors still owed a deficiency of about \$3,243,528. Dayco's P&A at 3.

On October 3, 2014, the Debtors and Dayco entered into a settlement agreement ("Settlement Agreement"), reducing the amount owed by the Debtors to \$2,000,000 in consideration for a bifurcation of the reduced amount as follow: (1)

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\$1,000,000 secured by the Property with no payments due until October 1, 2019, unless the Debtors' defaulted ("Subject Lien"), and (2) \$1,000,000 unsecured with payments on the interest only for five years at 5% per annum, beginning on November 1, 2014. *Id.* at 3-4. Around the same time, the Debtors faced two lawsuits arising out of other "failed real estate deals." Trustee's Opposition at 12. In the first case, Azriel, LLC ("Azriel"), [FN 1] obtained a judgment after trial for \$1,500,000 against the Debtors and other defendants, including Bruce Torkan on December 8, 2014 ("First Judgment"). Trustee's Opposition, Ex. 10, *see also* Case No. BC 469496. In the second case, the Debtors, among other defendants, stipulated to a judgment of \$208,231 on December 10, 2014 ("Second Judgment" or collectively "First and Second Judgments"). *Id.*, Ex. 11, *see also* Case No. BC 483492.

The Debtors did not make the interest payments and, as a result, Dayco and the Debtors executed an amended Settlement Agreement ("First Amended Settlement") on December 1, 2014. Dayco's P&A at 4, *see also* Decl. of Sean Dayini, Ex. 20. Under the First Amended Settlement, Dayco agreed that the interest payments would begin on May 1, 2015, and Dayco would waive the late charges in exchange for a security interest in 2500 common shares of stock in Carolina Yona, Inc., and 100 common shares of stock in First Merchant Services, Inc. Dayco's P&A at 4.

Subsequently, the Debtors failed to make the interest payments and, again, Dayco and the Debtors executed an amended Settlement Agreement ("Second Amended Settlement") on May 20, 2015. *Id.* at 4, *see also* Decl. of Sean Dayini, Ex. 21. Under the Second Amended Settlement, Dayco agreed to waive the late charges and extend the deadlines for payment in exchange for a security interest in the commissions and all the personal property owned by Caroline Yona. Dayco's P&A at 4. Caroline Yona's security interest agreement was executed sometime in June 2016. Decl. of Sean Dayini, Ex. 22.

Motion

Afterwards, the Debtors failed to make the interest payments and on March 24, 2016, Dayco recorded a notice of default and election to sell the Property. Dayco's P&A at 5. The Debtors filed a voluntary chapter 7 petition on June 30, 2016 ("Petition"). Doc. No. 1. Wesley H. Avery was assigned as the chapter 7 trustee ("Trustee").

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On November 8, 2016, Dayco filed the instant Motion with respect to the Property. Doc. No. 59. The Property is currently encumbered by the following deeds of trust and judgment liens in order of priority: (1) Citi Mortgage, Inc., in the amount of \$331,144, (2) Citibank, N.A., in the amount of \$332,670, (3) Dayco in the amount of \$1,071,134 and (4) two judgments liens, specifically Azriel in the amount of \$1,562,968, and Bruce Torkan, in the amount of \$208,231. Motion at 8, ¶ 11(e). Dayco contends cause exists under § 362(d)(1) because there is a lack of an adequate equity cushion and the Debtor has failed to make payments to Dayco. *Id.* at ¶ 11(j). Further, Dayco avers that there is no equity in the Property under § 362(d)(2) because the fair market value of the Property is \$1,500,000, evidenced by an appraisal report of Gribin, Kapadia, & Associates ("Appraisal Report"), and the total amount of all liens on the Property is approximately \$3,505,147. *Id.* at ¶ 11(e).

On November 17, 2016, the Trustee filed an ex parte motion ("Ex Parte Continuance") to continue the Motion to sometime in January 2017 in lieu of a production of documents due on December 16, 2016. Doc. No. 68. On November 21, 2016, the Court entered an order denying the Ex Parte Continuance. Doc. No. 75.

On November 21, 2016, the Trustee filed the Opposition. Doc. No. 28. The Trustee contends that equity exists in the Property because the Settlement Agreement and the subsequent amendments are subject to a bona fide dispute under § 363(f) as either (1) fraudulent transfers, (2) equitable subordinations, or (3) sham guaranties. Trustee's Opposition at 15-20. The Trustee filed an application to employ a real estate broker and intends to sell the Property under § 363(f). *Id.* at 2-4, *see also* Doc. No. 65 (real estate broker employment application). The Court notes that the Trustee filed a Motion to sell the Property free and clear of liens and interests under § 363(f). Doc. No. 82. The Trustee contends that the bad faith conduct between Dayco and the Debtors amounts to a bona fide dispute, evidenced by the following: (1) the insider status of Dayco's lien, (2) the executed date of the Settlement Agreement coincidentally and adversely affecting the First and Second Judgments, (3) the twice increased amounts of the Subject Lien "as adverse ruling in that litigation mounted," (4) the imposed absence of litigation between Dayco and the Debtors, especially in contrast to the vigorous litigation by Dayco against the Cohens, (5) the Second Amended Settlement's executed date as barely over a year before the Debtors' filed the Petition, and (6) Dayco's Subject Lien standing in sharp contrast to the treatment

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of "non-insider[s] with many parallel issues." Trustee's Opposition at 14. When taken together, the Trustee asserts that Dayco's Subject Lien is in bona fide dispute under § 363(f), leaving approximately \$850,000 of equity in the Property. *Id.* at 20. Therefore, the Trustee states that the Court should either (1) deny the Motion or (2) continue the Motion to January 2017 so as to allow the Trustee to receive more discovery, pursuant to a request for production of documents on Dayco due on December 16, 2016. *Id.* at 2-4.

On November 21, 2016, Azriel, Bruce Torkan and Roya Torkan (collectively "Creditors") filed the Creditors' Opposition. Doc. No. 78. The Creditors submit that the Court should deny the Motion because of Dayco's conduct as an insider. Creditors' Opposition at 4. The Creditors state that Dayco loaned the Debtors and the Cohens in excess of \$5 million and did not receive a single payment in nine years. *Id.* at 4. Moreover, the Creditors state that Dayco instituted an involuntary bankruptcy petition against Menashi Cohen, which eventually settled for a mere \$250,000. *Id.* Additionally, the Creditors argue that Dayco did not institute an action against the Debtors, despite the Debtor's personal guarantees, and reduced the Debtors' deficiency from approximately \$5 million to \$1 million, despite not having received any payments. *Id.* The Creditors reiterate many of the same circumstances stated by the Trustee as evidence of fraud, including the timing of the Settlement Agreement with the First and Second Judgments, Dayco's status as an insider lien, and the lack of enforcement of the Settlement Agreement until specifically after Azriel recorded an abstract against the Property. *Id.* at 5-6.

On November 28, 2016, Dayco filed the Omnibus Reply. Doc. No. 91. Dayco argues that there is no evidence in this case of fraud. Omnibus Reply at 12. First, Dayco admits that Sean Dayini is the brother-in-law of Carolina Yona, subjecting Dayco to insider status. *Id.* at 5. Next, Dayco contends that the Settlement Agreement occurred on October 3, 2014, only after the Court previously set aside an attachment lien on the Property held by Azriel on June 3, 2014. *Id.* at 6. Dayco submits that Azriel's attachment lien left the Property with no equity and only when the attachment lien was set aside was there was equity in the Property for the Debtors to pledge under the Settlement Agreement. *Id.* Third, Dayco avers that there is no basis for the Trustee's contention that the Subject Lien was twice increased "as adverse rulings in the litigation mounted." *Id.* Dayco states that payments were not made on the secured portion of the Subject Lien because none were due for the first five years. *Id.* at 7. As

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to the unsecured portion, rather than declaring the loans due and payable, Dayco sought twice to amend the Settlement Agreement. *Id.* Fourth, Dayco asserts that an absence of litigation means nothing because Dayco resolved the Debtors' failure to make interest payments by the Settlement Agreement. *Id.* Fifth, Dayco represents that the Trustee ignores the fact that Dayco was foreclosing on the Property and filed a Notice of Default and Election to Sell the Property on March 24, 2016, shortly before the Debtors filed the Petition. *Id.* at 8. Finally, Dayco states that it has no idea who the non-insider is or what parallel issues the Trustee references. *Id.* As to Dayco's Settlement with Menashi Cohen, the dispute concerned a loan that had nothing to do with the Debtors. *Id.* at 9. Further, Dayco states that it not only received \$250,000 but additionally received a dismissal of a cross-complaint filed against Dayco in the same case. *Id.* at 10. As such, Dayco entered the Settlement Agreement only after reaching a settlement with Menashi Cohen. *Id.* Further, as to the Creditors' lack of enforcement contention, Dayco entered into a Settlement Agreement and foreclosed on the Property when the Debtors eventually defaulted. *Id.* at 14.

Additionally, Dayco filed an evidentiary objection motion to the declaration supporting the Trustee's Opposition on November 28, 2016 ("Evidentiary Objections"). Doc. No. 91. Dayco states that Jeffrey Sumpter's declaration is irrelevant and inadmissible based on numerous evidence rules. *Id.*

Findings of Fact and Conclusions of Law

As an initial matter, the Court first addresses the Evidentiary Objections brought by the Debtor. The Court does not rely on the cited portions of the Jerry Sumpter Declaration to make a finding that there exists an inadequate equity cushion under § 362(d)(1) and there is no equity in the Property under § 362(d)(2). Therefore, the Evidentiary Objections are denied as moot. *See Operating Engineers' Pension Trust Fund v. Clark's Welding & Mach.*, 688 F. Supp. 2d 902, 907 (N.D. Cal. 2010) ("Because the Court does not rely on the statements in this declaration, it is not necessary for the Court to rule on these objections.").

The Court notes that a motion for relief from the automatic stay is a *summa proceeding* that does not involve an adjudication of the merits of the underlying claim. As recognized by the Ninth Circuit Bankruptcy Appellate Panel in *In re Luz Int'l, Ltd.*:

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Given the limited grounds for obtaining a motion for relief from stay, read in conjunction with the expedited schedule for a hearing on the motion, most courts hold that motion for relief from stay hearings should not involve an adjudication of the merits of claims, defenses, or counterclaims, but simply determine whether the creditor has a colorable claim to the property of the estate. *See In re Johnson*, 756 F.2d 738, 740 (9th Cir.), *cert. denied*, 474 U.S. 828, 106 S.Ct. 88, 88 L.Ed.2d 72 (1985) ("Hearings on relief from the automatic stay are thus handled in a summary fashion. The validity of the claim or contract underlying the claim is not litigated during the hearing.")

219 B.R. 837, 842 (9th Cir. BAP 1998) (citation omitted). In a summary proceeding, the court's discretion is broad. *In re Santa Clara Cty. Fair Ass'n, Inc.*, 180 B.R. at 566.

Section 362(d)(1) permits a bankruptcy court to grant relief from the automatic stay upon a showing of "cause." Cause is determined on a case-by-case basis. *In re MacDonald*, 755 F.2d 715, 717 (9th Cir. 1985). Cause may be shown by the lack of an adequate equity cushion. The Ninth Circuit has established that an equity cushion of 20% constitutes adequate protection for a secured creditor. *Pistole v. Mellor (In re Mellor)*, 734 F.2d 1396, 1401 (9th Cir. 1984); *see Downey Sav. & Loan Ass'n v. Helionetics, Inc. (In re Helionetics, Inc.)*, 70 B.R. 433, 440 (Bankr. C.D. Cal. 1987) (holding that a 20.4% equity cushion was sufficient to protect the creditor's interest in its collateral). Here, the Court finds that Dayco's interest in the Property is not adequately protected. The total amount of the Subject Lien, the two senior liens to the Subject Lien, and the cost of sale is about \$1,866,848. Although the Court notes that there is a discrepancy in the fair market value ("FMV") of the Property between the Debtors' Schedule A, which states the Property's FMV at \$1,650,000, and the Appraisal Report, which estimates the Property's worth at \$1,500,000, the difference is irrelevant as either amount is less than \$1,866,848.

The Federal Rule of Bankruptcy Procedure ("FRBP") 7001(1) requires an adversary proceeding to "recover money or property, other than a proceeding to compel the debtor to deliver property to the trustee, or a proceeding under §554(b) or §725... Rule 2017, or rule 6002." Similarly, FRBP 7001(2) requires an adversary

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proceeding to "determine the validity, priority, or extent of a lien or other interest in property," other than a proceeding under FRBP 4003 (exemptions). FRBP 7001(2). Thus, adversary proceedings are required for §§ 544, 545, 547, 548, 549, 553(b), 550, and 724(a). FRBP 7001. The Ninth Circuit consistently strikes down attempts to invalidate a lien or avoid a lien in non-adversary proceedings as a violation of the lienholders' due process rights. *In re Commercial W. Fin. Corp.*, 761 F.2d 1329, 1336-1338 (9th Cir. 1985) (lienholders' due process rights violated where Court confirmed Debtors' chapter 11 plan that provided for lien avoidance, rather than requiring an adversary proceeding); *In re Colortran, Inc.*, 218 B.R. 507, 510 (B.A.P. 9th Cir. 1997) (the Court's invalidation of creditor's lien in a motion to compromise violated lienholders due process rights). While the Trustee is not requesting the Court to invalidate or avoid the Subject Lien, the fact that the Trustee has not filed an adversary proceeding since the date of the Petition indicates a lack evidence to even allege a fraudulent transfer.

Section 548(a)(1)(A) provides: "The trustee may avoid any transfer ... of an interest of the debtor in property ... that was made or incurred on or within 2 years before the date of the filing of the petition, if the debtor voluntarily or involuntarily made such transfer ... with actual intent to hinder, delay, or defraud any entity to which the debtor was or became, on or after the date that such transfer was made ... indebted." As "it is often impracticable, on direct evidence, to demonstrate an actual intent to hinder, delay or defraud creditors," courts "frequently infer fraudulent intent from the circumstances surrounding the transfer, taking particular note of certain recognized indicia or badges of fraud." *Acequia, Inc. v. Clinton (In re Acequia, Inc.)*, 34 F.3d 800, 805 (9th Cir. 1994). Those badges of fraud include "(1) actual or threatened litigation against the debtor; (2) a purported transfer of all or substantially all of the debtor's property; (3) insolvency or other unmanageable indebtedness on the part of the debtor; (4) a special relationship between the debtor and the transferee; and, after the transfer, (5) retention by the debtor of the property involved in the putative transfer." *Id.* Here, there is no dispute that Dayco is an insider. 11 U.S.C. § 101(31)(A)(i) (an insider includes any relative of the debtor), 11 U.S.C. § 101(45) (a relative includes an adoptive relationship within the third degree as determined by common law). However, despite allegations by the Creditors and the Trustee, there is no evidence of an actual intent to defraud. Dayco attempted in good faith to resolve the Debtors' deficiency by the Settlement Agreement. The Debtors received a reduction of at least \$2 million and a bifurcation of the remaining amount owed, with

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only interest payments due in the immediate future. The Debtors owed no payments on the Subject Lien until October 1, 2019. Although Dayco eventually encumbered most of the Debtors' assets, the process occurred through negotiations by the First Amended Settlement and the Second Amended Settlement in an apparent good faith attempt by Dayco to resolve the Debtors' continued inability to pay under the Settlement Agreement. Both the First Amended Settlement and the Second Amended Settlement gave the Debtors more time by extending the due dates for the Debtors to make the interest payments. The fact that the Second Amended Settlement occurred just outside the one-year mark from the Debtors' petition is explained by Azriel's attachment lien being set aside by the Court. Further, Dayco eventually commenced foreclosure on the Property before the Debtors filed for bankruptcy. As such, the Court finds that the Trustee failed to sufficiently allege any evidence of an actual fraudulent transfer.

Section 548(a)(1)(B) permits the trustee to avoid a transfer if the Debtor "received less than a reasonably equivalent value in exchange for such transfer" and if the Debtor:

1. was insolvent on the date that such transfer was made ... or became insolvent as a result of such transfer ...; [or]
2. intended to incur, or believed that the debtor would incur, debts that would be beyond the debtor's ability to pay as such debts matured.

Section 544(b) permits the trustee to avoid transfers of the debtor under applicable state law. CCP §3439.05, which is substantially identical to §548(a)(1)(B), provides that a "transfer made ... by a debtor is fraudulent as to a creditor whose claim arose before the transfer was made ... if the debtor made the transfer ... without receiving reasonably equivalent value in exchange for the transfer ... and the debtor was insolvent at that time or the debtor became insolvent as a result of the transfer." Here, for the same reasons that there was no actual fraudulent transfer, the Court finds that the Debtors did receive reasonably equivalent value in exchange for the Subject Lien. Payments on the Subject Lien were deferred until October 1, 2019, and Dayco reduced the Subject Lien by at least \$2,000,000 under the Settlement Agreement. As to the First Amended Settlement and the Second Amended Settlement, the Debtors received more time to make the interest payments in exchange for common stock. Thus, the Court finds that the Trustee failed to sufficiently allege any evidence of a constructive fraudulent transfer.

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Regarding the Trustee's arguments concerning equitable subordination, the Court finds this contention even less persuasive. "Equitable subordination requires that: (1) the claimant who is to be subordinated has engaged in inequitable conduct; (2) the misconduct results in injury to competing claimants or an unfair advantage to the claimant to be subordinated; and (3) subordination is not inconsistent with bankruptcy law." *Stoumbos v. Kilimnik*, 988 F.2d 949, 958 (9th Cir. 1993) (citing *Spacek v. Thomen (In re Universal Farming Indus.)*, 873 F.2d 1334, 1337 (9th Cir.1989)). The burden is on the trustee to show evidence of inequitable conduct. *Stoumbos* 988 F.2d at 958. If the trustee sufficiently alleges this burden, the creditor must show "the fairness of his transactions with the debtor" or face subordination. *Stoumbos* 988 F.2d at 958 (citing *Estes v. N & D Properties, Inc. (In re N & D Properties)*, 799 F.2d 726, 731 (11th Cir.1986)). Here, for the same reasons stated above, the Trustee has failed to allege any evidence of inequitable conduct.

FRPB 7026 incorporates the Federal Rule of Civil Procedure ("FRCP") 26 in adversary proceedings. FRBP 7026. FRCP 26(b)(1) limits the scope of discovery proportionally to the "needs of the case, considering the importance of the issues at stake in the action, the amount in controversy, the parties' relative access to relevant information, the parties' resources, the importance of the discovery in resolving the issues, and whether the burden or expense of the proposed discovery outweighs its likely benefit." FRCP 26(b)(1). The fact that the Trustee submitted a voluminous amount of exhibits attached to the Trustee's Opposition without showing any evidence of a fraudulent transfer indicates that further discovery would likely disproportionately affect the needs of the case.

Since a chapter 7 case does not contemplate reorganization, the issue before the Court when stay relief is sought under 11 U.S.C. § 362(d)(2) is whether the Debtor has equity in the property. See, e.g., *Martens v. Countrywide Home Loans (In re Martens)*, 331 B.R. 395, 398 (8th Cir. BAP 2005); *Ramco Indus. v. Preuss (In re Preuss)*, 15 B.R. 896, 897 (9th Cir. BAP 1981). Here, for the same reasons previously mentioned, the Court finds that there is no equity in the Property as the total claim of the Movant's interest exceeds the fair market value of the Property.

In sum, the Court GRANTS the Motion pursuant to §§ 362(d)(1) and (d)(2) to permit the Movant, its successors, transferees and assigns, to enforce its remedies to repossess or otherwise obtain possession and dispose of the Property pursuant to

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applicable law, and to use the proceeds from its disposition to satisfy its claim. The Movant may not pursue any deficiency claim against the Debtor or property of the estate except by filing a proof of claim pursuant to 11 U.S.C. § 501. This order shall be binding and effective despite any conversion of the bankruptcy case to a case under any other chapter of Title 11 of the United States Code. All other relief is denied.

The Movant shall upload a conforming order within 7 days of the hearing.

Note 1: On December 13, 2011, Azriel appeared in the First Judgment's case as the real party in interest after having acquired the loan from the original lienholder Bank of America, N.A. Trustee's Opposition, Ex. 9.

Party Information

Debtor(s):

Ronnie David Yona

Represented By
Keith S Dobbins

Joint Debtor(s):

Caroline Yona

Represented By
Keith S Dobbins

Trustee(s):

Wesley H Avery (TR)

Represented By
David R. Weinstein

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2:16-17463 Gardens Regional Hospital and Medical Center, Inc.

Chapter 11

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#2.00 Hearing
RE: [209] Notice of motion and motion for relief from the automatic stay with supporting declarations PERSONAL PROPERTY RE: Stryker Corp. endoscopy equipment .

FR. 8-15-16; 10-3-16; 11-14-16

Docket No: 209

Tentative Ruling:

12/1/2016: This matter is continued pursuant to stipulation. (The Court will set the continued date by separate order issued in connection with the stipulation.)

Party Information

Debtor(s):

Gardens Regional Hospital and Medica

Represented By
Samuel R Maizel
Samuel R Maizel
John A Moe
John A Moe