

**United States Bankruptcy Court
Central District of California
Riverside
Judge Mark Houle, Presiding
Courtroom 303 Calendar**

Wednesday, April 28, 2021

Hearing Room 303

11:00 AM

6:13-10714 Steven A Velasquez, Sr. and Paisley E Velasquez

Chapter 7

#1.00 Debtors' Motion to Avoid Lien with Capital One Bank (USA)

(Placed on calendar by order entered 4/9/21)

EH__

(Tele. appr. James Lee, rep. Debtors, Steven and Paisley Velasquez)

Docket 28

Tentative Ruling:

- NONE LISTED -

Party Information

Debtor(s):

Steven A Velasquez Sr.

Represented By
Marc E Grossman

Joint Debtor(s):

Paisley E Velasquez

Represented By
Marc E Grossman

Movant(s):

Steven A Velasquez Sr.

Represented By
Marc E Grossman

Paisley E Velasquez

Represented By
Marc E Grossman

Trustee(s):

Charles W Daff (TR)

Pro Se

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Wednesday, April 28, 2021

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6:13-22713 Abel Solorzano and Irma Solorzano

Chapter 7

#2.00 CONT. Hrg. on Order to Show Cause why Section 6 of docket number 365, prohibiting Debtor from objecting to professional fees, should not be vacated

Also #3

From: 4/7/21, 4/21/21

EH__

(Tele. appr. Ali Matin, rep. Office of the United States Trustee)

(Tele. appr. Ivan Kallick, rep. chapter 7 trustee)

(Tele. appr. Howard Grobstein, chapter 7 trustee)

Docket 489

Tentative Ruling:

- NONE LISTED -

Party Information

Debtor(s):

Abel Solorzano

Represented By
Byron Z Moldo
Howard Camhi

Joint Debtor(s):

Irma Solorzano

Represented By
Byron Z Moldo
Howard Camhi

Trustee(s):

Howard B Grobstein (TR)

Represented By
Ivan L Kallick

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6:13-22713 Abel Solorzano and Irma Solorzano

Chapter 7

**#3.00 CONT Trustee's Final Report and Applications for Compensation
(Holding Date) Status Conference for OSC**

Also #2

From: 4/1/20, 5/13/20, 9/9/20,10/14/20,12/16/20,2/10,21, 4/7/21, 4/21/21

EH ____

(Tele. appr. Ali Matin, rep. Office of the United States Trustee)

(Tele. appr. Ivan Kallick, rep. chapter 7 trustee)

(Tele. appr. Howard Grobstein, chapter 7 trustee)

Docket 464

Tentative Ruling:

Party Information

Debtor(s):

Abel Solorzano

Represented By
Byron Z Moldo
Howard Camhi

Joint Debtor(s):

Irma Solorzano

Represented By
Byron Z Moldo
Howard Camhi

Trustee(s):

Howard B Grobstein (TR)

Represented By
Ivan L Kallick

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11:00 AM

6:17-17749 Joshua Cord Richardson

Chapter 7

#4.00 CONT. Notice of Trustee's Final Report and Application for Compensation

From: 3/31/21

EH__

(Tele. appr. Todd Frealy, chapter 7 trustee)

(Tele. appr. Anthony Friedman, rep. Todd Frealy, chapter 7 trustee)

Docket 124

Tentative Ruling:

- NONE LISTED -

Party Information

Debtor(s):

Joshua Cord Richardson

Represented By
Amid Bahadori

Trustee(s):

Todd A. Frealy (TR)

Represented By
Anthony A Friedman

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Hearing Room 303

11:00 AM

6:20-14960 Joseph Anthony Perez

Chapter 7

#5.00 CONT Debtor's Motion to Convert Case From Chapter 7 to 13

From: 3/31/21

EH__

(Tele. appr. Everett Green, rep. Peter C. Anderson, U.S. Trustee)

(Tele. appr. David Akintimoye, rep. Debtor, Joseph Perez)

(Tele. appr. Brandon Iskander, rep. Lynda Bui, chapter 7 trustee)

Docket 51

Tentative Ruling:

- NONE LISTED -

Party Information

Debtor(s):

Joseph Anthony Perez

Represented By
David A Akintimoye

Movant(s):

Joseph Anthony Perez

Represented By
David A Akintimoye

Trustee(s):

Lynda T. Bui (TR)

Represented By
Brandon J Iskander

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6:20-17295 Anna M Gonzales

Chapter 7

#6.00 CONT. Debtor's Motion to Convert Case From Chapter 7 to 13

From: 3/31/21

EH__

(Tele. appr. Sundee Teeple, rep. Debtor, Anna Gonzales)

(Tele. appr. Brandon Iskander, rep. Todd Frealy, chapter 7 trustee)

Docket 20

Tentative Ruling:

- NONE LISTED -

Party Information

Debtor(s):

Anna M Gonzales

Represented By
Sundee M Teeple

Movant(s):

Anna M Gonzales

Represented By
Sundee M Teeple

Trustee(s):

Todd A. Frealy (TR)

Represented By
Brandon J Iskander

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Hearing Room 303

1:00 PM

6:03-15174 Devore Stop A General Partners

Chapter 7

Adv#: 6:12-01498 Morschauser v. Continental Capital LLC et al

#7.00 CONT Plaintiffs Motion For Summary Judgment

From 10/28/20, 11/10/20,12/9/20,12/22/20, 3/24/21

EH__

(Tele. appr. Reid Winthrop, rep. Plaintiff William G. Morschauser)

(Tele. appr. Cara Hagan, rep. Cross-Defendants Stephen Collias and Continental Capital, LLC)

Docket 365

Tentative Ruling:

4/28/2021

I. STATEMENT OF FACTS

The operative facts arise out of an assignment of a promissory note with a face value of \$150,000. The facts that led to this assignment are complex and best understood in chronological order, although the central concern is ultimately the value of this assignment. The Court has taken judicial notice to matters on the record pursuant to FED R. EVID. 201(c) to ensure the accuracy of the factual background.

On April 4, 2003, Devore Stop ("Debtor"), a partnership between William G. Morschauser ("Morschauser" or "Plaintiff") and Mohammed Abdizadeh ("Abdizadeh") commenced case 6:03-bk-15174 before Judge Naugle by filing a voluntary chapter 11 petition for relief. Property of the estate included three parcels ("Parcel 1," "Parcel 2," "Parcel 3," collectively "the Parcels") located at 1677 Devore Road, Devore, CA 92407 secured by two notes held by Continental Capital ("ConCap"). Stephen Collias ("Collias") is the principal and member of ConCap

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(collectively "Defendants"). One note was for the principal amount of \$850,000 and secured by a deed of trust ("DOT 1") on Parcel 1 and 2 ("Note 1"). The other note ("Note 2," collectively, "the Notes"), which is the Court's main concern, was for the principal amount of \$150,000 and secured by a deed of trust ("DOT 2") on Parcel 3. These Notes originated in 1998, and ConCap had purchased them from Wells Fargo on or about April 30, 2003. The copies of the Notes include allonges with non-recourse indorsements from Wells Fargo to ConCap.

ConCap moved for relief from stay on April 29, 2003. In response, Debtor filed several motions to sell Parcel 1. On July 21, 2003, parties entered into a stipulation for relief from the automatic stay. The terms required that Debtor make adequate protection payments and for the close of the sale by July 11, 2003, allowing for two fifteen day extensions.¹ So long as Debtor met these conditions, ConCap could not exercise any of its foreclosure or other remedial rights. In a hearing held July 25, 2003, the Court approved the sale motion filed on June 27, 2003. At the hearing on the motion, Debtor's attorney agreed to submit an employment application for court approval of the real estate broker, Jesse Bojorquez and American Business Investments (collectively "Bojorquez").² The Court conditioned the sale on the escrow of broker's commission and on a demand from ConCap on Note 1. Although, the exact numbers were not finalized, ConCap was to receive an estimated \$888,262 (\$794,692+\$93,570 in interest), and the net proceeds to the estate were supposed to be \$95,261. No order was lodged reflecting these terms.

On August 11, 2003, a sale order ("2003 Sale Order") (Dkt. 56-1) was lodged approving the July 25, 2003 sale motion; however, the terms were inconsistent with what had been discussed and approved at the hearing.³ The order approved the sale of Parcel 1 in the amount of \$1,450,000. Of that amount, ConCap was to receive \$1,075,000.⁴ The 2003 Sale Order included a fee waiver from Bojorquez on his broker fees and required ConCap's demand for payment by 5 p.m. that day, or its demand would be null and void. Net proceeds to the estate were whittled down to \$1,935.54.

Bojorquez had waived his commission fee⁵ in exchange for an assignment of Note 2 ("Note Assignment") and assignment of DOT 2 ("DOT Assignment") (collectively, "Assignments"). There are amended escrow instructions dated August 7, 2003 stating

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that sellers and Bojorquez have agreed that ConCap will assign DOT 2 and Note 2 to Bojorquez in lieu of commission. The DOT Assignment has a document date of August 7, 2003 and was notarized on August 12, 2003. The DOT Assignment was recorded on August 14, 2003 as Document No. 2003-0607055. The Note Assignment is dated August 13, 2003 and signed by Collias as managing member for ConCap. The Note Assignment states in its entirety:

Continental Capital LLC ("Assignor") shall assign and transfer to American Business Investments and Jesse Bojorguez ("Assignee") all its interest in that certain Promissory Note dated March 24, 1999 made by Mohammad Abdizadeh and Reyhanneh Abdizadeh in the face principal amount of \$150,000, as such evidence of indebtedness has been amended, modified, supplemented, renewed, endorsed, negotiated, sold, assigned, conveyed, or otherwise transferred to date.

The sale on Parcel 1 closed on August 13, 2003, pursuant to a mutual release and settlement agreement ("Settlement Agreement"), rather than the Court's 2003 Sale Order.⁶ The pertinent language that provided for payment in satisfaction of not only Note 1, but also Note 2 is as follows:

1. ConCap contends there is a total, due and owing on Note 1, Agreement 1, Deed 1, Assignment 1, the Changes in Terms Agreement, Note 2, Agreement 2, Deed 2 and Assignment 2 by the Borrowers, Reyhanneh and the Debtor to ConCap, as of August 13, 2003, amounts to \$1,253,773.99.
2. ConCap nevertheless hereby agrees to accept the amount of \$1,175,000 in full and complete satisfaction of all obligations of Borrowers, Reyhanneh and Debtor under the Notes, Agreements, Deeds and Assignments.

The agreement then divided up the payments. In exchange for \$1,100,000 ConCap would release claims to Parcel 1. ConCap would retain the deed of trust recorded against Parcel 2⁷ to secure the remaining \$75,000. The Settlement Agreement is signed by Debtor, ConCap, the Abdizadehs, and Morschauser.⁸

On August 14, 2003, escrow paid ConCap the \$1,100,000. On March 17, 2004, Devore Stop paid ConCap \$81,464.61 in satisfaction of the \$75,000 outstanding note to prevent ConCap from foreclosing on Parcel 2. As of March 2004, ConCap agrees that both loan obligations were settled.

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On March 31, 2004, the bankruptcy was converted to a chapter 7.

In 2005, Plaintiff filed multiple actions in state court for fraud, deceit, fraudulent concealment, negligence and intentional infliction of emotional distress challenging the Notes and obligations claiming his signature had been forged.⁹ Judgment was entered in favor of ConCap and confirmed on appeal.

On May 23, 2006, Trustee filed a sales motion subject to liens and encumbrances to transfer Parcels 2 and 3 to Plaintiff. (Dkt. 93). The Court takes judicial notice that Bojorquez's Note Assignment was listed as one of the liens that would continue to encumber Parcel 3. Interestingly, though, Plaintiff asserted that he was the current holder of the Note by assignment from Bojorquez. Neither Bojorquez nor his counsel appear to have been served with the sales motion. The Court notes that in the Order to Show Cause proceedings ("OSC proceedings"), Plaintiff had declared that this was a "typo" and "mistake of fact."¹⁰

The motion was granted on August 31, 2007 ("2007 Sale Order"). The terms of the sale were subject to liens and encumbrances on record, however; without prejudice to Morschauer or any party in interest to bring an action before the Court to determine the validity of any lien, including Morschauer's right to demand release of any liens. *See* Dkt. 101. The Court expressly retained jurisdiction to:

- (1) enforce and implement the terms and provisions of the Sale, and this Order;
- (2) resolve any disputes, controversies or claims arising out of or relating to the Sale or this Order;
- (3) interpret, implement and enforce provision of this Order;
- (4) determine in subsequent action(s) the nature, extent and validity of any lien or encumbrance upon the subject Property.

Dkt. 101.

On January 26, 2009, the bankruptcy case closed.

II. ADVERSARY PROCEDURAL HISTORY

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On November 30, 2012, Morschauser commenced Adv. No. 6:12-ap-01498-MH by filing a complaint against ConCap, Collias, Bojorquez, American Business Investments, and Mohammed Abdizadeh seeking the following relief: 1) quiet title, 2) declaratory relief, and 3) injunction.

On March 29, 2013, ConCap filed a motion to dismiss on the basis that it was not asserting any interests in the Parcels and was willing to execute reconveyances necessary to clear title. On July 10, 2013, The Court denied the motion noting the inconsistency in ConCap's statements with its behavior. Subsequently, ConCap delivered the reconveyances of both deeds of trust to the Plaintiff. Plaintiff claimed that the documents contained warnings that they may not be legally sufficient due to ConCap's assignments to Bojorquez. The Court notes the parties have not submitted copies of these reconveyances with their motions.

On May 14, 2013, Bojorquez filed a cross complaint against ConCap and Collias based on six causes of action: 1) conversion; 2) constructive trust; 3) unjust enrichment; 4) an accounting; 5) declaratory relief, and; 6) primary and secondary indemnification and contribution. On January 21, 2014, the Court granted ConCap's motion to dismiss on the Fourth, Fifth, and Sixth causes of action and denied it as the First, Second, and Third causes of action in the cross complaint leaving only the actions for conversion, constructive trust, and unjust enrichment pending.

On June 30, 2015, Bojorquez filed *Nunc Pro Tunc Application for Employment as Realtor, Application for Alternate Compensation Plan* seeking to have the Court retroactively employ him as the realtor with respect to the sale of Parcel 1 in 2003 and allow him to be paid via the Note Assignment. (Dkt. 125). The Court denied his application on September 18, 2015.

On September 22, 2015, ConCap filed a motion for summary judgment. As the Court attempted to flesh out the dispute between ConCap and Plaintiff, ConCap having repeatedly claimed it was willing to cooperate with Plaintiff to clear title, the Court learned of the parties' out of court settlement in 2003. The summary judgment proceedings were interrupted to try and clarify the facts surrounding the out of court settlement, the Court indicating its intention to set an order to show cause. On May 16, 2017, the Court issued its *Order to Show Cause Why Jesse Bojorquez, American*

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Business Investments, William Morschauer, Stephen Collias and Continental Capital LLC Should Not be Sanctioned for Facilitating payment to and/or receiving payment for Broker Services in Contravention of this Court's August 11, 2003, Sale Order ("OSC") (Dkt. 242). The issues and allegations surrounding the 2003 Sale Order were heavily litigated during these OSC proceedings.

As the issues surrounding the sale became clearer to the Court, on May 10, 2019, Bojorquez filed an application to reconsider the Court's earlier order denying his *nunc pro tunc* employment application. (Dkt. 135). At the hearing on August 21, 2019, the Court explained the effect of granting Bojorquez's realtor employment only gave him the right to retroactively receive the Note Assignment and DOT Assignment as payment, whatever the value may be. The order granting the motion (Dkt. 443) was ultimately entered on April 7, 2021, and states in relevant part:

The Court, having considered the moving papers, opposition, declaration in support of motion and reply brief submitted by the parties, it is hereby ordered that: The Motion is granted and Jesse Bojorquez/American Business Investments is deemed to be employed, *nun pro tunc*. As his compensation for services rendered to the bankruptcy estate as real estate broker, Jesse Bojorquez/American Business Investments shall be entitled to that note and deed of trust ("Note" and "Deed of Trust"), assigned to him pursuant to the Assignment of Deed of Trust and Assignment of Promissory Note, dated August 7, 2013, and August 13, 2013, respectively, and pursuant to those certain escrow instructions, dated August 13, 2013. No other compensation shall be awarded to Mr. Bojorquez for his services to the bankruptcy estate. The Court does not assume any specific value of the Note and Deed of Trust. The enforceability of the Note and Deed of Trust, and the value thereof, shall be as determined under state law.

Dkt. 443.

On January 13, 2020, the Court granted the parties' stipulation to resolve the OSC proceedings.

All parties subsequently moved for summary judgment. On August 28, 2020, both Plaintiff and Defendants filed motions for summary judgment. (Dkt. 364, 365). Plaintiff's motion proceeded against all Defendants, except Abdizadeh. ConCap's

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motion also requested summary judgment as to Bojorquez's remaining causes of action. (Dkt. 364). On the same day, Bojorquez filed his motion for summary judgment against ConCap. Both Plaintiff and Defendants filed oppositions and replies to the other's motion. On September 22, 2020, Bojorquez filed an opposition against Plaintiff and ConCap's motions for summary judgment (Dkt. 392), which was subsequently amended on September 26, 2020 to comply with rules for electronic signatures and to add Bojorquez's declaration in support of his summary judgment motion (Dkt. 400).¹¹

After reviewing the motions and determining the issues, at the hearing on November 10, 2020, the Court indicated it did not believe it had subject matter jurisdiction on the parties' motions, as any issues related to the bankruptcy had been resolved during the OSC proceedings. The Court continued the hearing to March 24, 2021 for the parties to brief on the issue of subject matter jurisdiction.

On February 11, 2021, Plaintiff filed his brief (Dkt. 431). Bojorquez filed his brief on February 12, 2021, indicating he was also joining Plaintiff's brief (Dkt. 432). On February 25, 2021, ConCap filed its opposition (Dkt. 433). Plaintiff filed a reply on March 12, 2021 (Dkt. 434) and Bojorquez filed his reply on March 15, 2021 (Dkt. 435).

The Court then continued the hearing on the issue of subject matter jurisdiction to April 28, 2021 for Bojorquez to enter the order on his compensation as determined by the August 21, 2019 hearing discussed above. Plaintiff filed a supplemental brief on jurisdiction on April 16, 2021

The Court now turns to address the motions for summary judgment and decide the issue of subject matter jurisdiction.

III. PARTIES' ARGUMENTS ON SUMMARY JUDGMENT

Defendants submitted two primary arguments in support of their motion for summary judgment: 1) Plaintiff's actions are time barred, and in any case; 2) Defendants have no adverse claims to Parcels 2 or 3. In support of its motion, Defendants stated that it

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has released all claims to the parcels since March 2004. Therefore, Plaintiff cannot satisfy the elements necessary to prove an action to quiet title.

Plaintiff opposed Defendants' motion, arguing in its motion for summary judgment that judicial determination on title is necessary as to ConCap. In support of its motion, Plaintiff pointed to Collias's statement that ConCap was paid off on both its Notes. Additionally, Defendants' reconveyances contained language that they may not be legally sufficient on account of Bojorquez's interest. As Plaintiff has already satisfied Note 2 by paying ConCap, Plaintiff argued that title should be quieted against any interest Bojorquez has in Parcel 3 on account of the DOT Assignment and the Note Assignment.

Bojorquez opposed Plaintiff's action to quiet title against him as to Parcel 3. He holds the Note Assignment, which assigned him all interests in Note 2, and DOT Assignment from Defendants secured by Parcel 3. He has never received payment to satisfy the Note. The fact that Defendants accepted payment to satisfy Note 2 is insufficient to satisfy Bojorquez's interest in Note 2 and Parcel 3. Bojorquez asserted that Defendants were not entitled to accept the payment on Note 2, and therefore they have converted the payment that was rightfully his and are holding the funds "constructively" for him.

IV. DISCUSSION

As the Court indicated at the previous hearings, upon review of parties' motions, it appeared that parties were ultimately arguing over non-bankruptcy claims between non-debtor parties years after the bankruptcy case had closed. Therefore, as a threshold matter, the Court considers whether there is subject matter jurisdiction. Additionally, as a "housekeeping matter," related to bankruptcy law, the Court clarifies a legal issue brushed on by Bojorquez's reply brief (Dkt. 435) that ConCap purchased the Notes from Wells Fargo after the bankruptcy was filed in violation of the automatic stay.

A. SUBJECT MATTER JURISDICTION

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Every federal court has a duty to examine subject matter jurisdiction on its own motion before proceeding to the merits of a case. *Ins. Corp. of Ireland, Ltd. v. Compagnie de Guinee*, 456 U.S. 694, 702 (1982); *see also In re Incor, Inc.*, 100 B.R. 790, 793 (Bankr. D. Md. 1989), *aff'd*, 113 B.R. 212 (D. Md. 1990) (a bankruptcy court has "the inherent power to question its own jurisdiction in any given case, and its ability to dismiss a cause of action for want of subject matter jurisdiction is not dependent upon the timeliness of a motion to dismiss"). Consequently, parties cannot agree to subject matter jurisdiction. *In re Resorts Int'l, Inc.*, 372 F.3d 154, 161 (3d Cir. 2004) (citation omitted). Likewise, a court cannot "write its own jurisdictional ticket." *In re Cary Metal Products, Inc.*, 23 F.3d 159, 164 (7th Cir. 1994). Federal courts presume that they lack jurisdiction and the burden is on the party to provide the basis for such jurisdiction. *In re Popular Run Five Limited Partnership*, 192 B.R. 848, 855 (Bankr. E.D. Va. 1995) *citing to Kokkonen v. Guardian Life Ins. Co.*, 511 U.S. 375, 377 (1994).

Bankruptcy court jurisdiction derives from 28 U.S.C. §§ 1334 and 157. *In re Resorts Int'l*, 372

F.3d at 161. 28 U.S.C. § 1334(b) provides that "the district courts shall have original but not exclusive jurisdiction of all civil proceedings arising under title 11, or arising in or related to cases under title 11." In turn, the district courts may refer "any or all proceedings arising under title 11 or arising in or related to a case under title 11...to the bankruptcy judges for the district." 28 U.S.C. § 157 (a). Jurisdiction is further broken down between core and non-core proceedings. § 157 (b)(1), (c)(1).

Additionally, in certain circumstances, a court may retain jurisdiction. *See, e.g., In re Smith*, 866 F.2d 576, 580 (3rd Cir. 1989) (holding bankruptcy court properly retained jurisdiction after discharge over related claims arising under Pennsylvania law).

1. Core Proceedings

"Core" proceedings are matters "arising under" and "arising in" cases under title 11. *In re Wood*, 825 F.2d 90, 96 (5th Cir. 1987). Matters "arise under" title 11 if they involve a *cause of action created or determined by a statutory provision of title 11*. *Id.* (emphasis added). Matters "arise in" a bankruptcy if they concern the administration of the bankruptcy case and have *no existence outside of the bankruptcy*. *Id.* at 97 (emphasis added). Bankruptcy judges may hear and determine core

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proceedings and enter final orders and judgments. 28 U.S.C. § 157(b)(1). The Bankruptcy Appellate Panel ("BAP") for the Ninth Circuit held that "a case should not be deemed a core proceeding if it is a state law claim that could exist outside of bankruptcy and is not inextricably bound to the claims allowance process or a right created by the Bankruptcy Code." *In re Harris Pine Mills*, 44 F.3d 1431, 1438 (9th Cir. 1995) *citing to Honigman, Miller, Schwartz & Cohn v. Weitzman (In re DeLorean Motor Co.)*, 155 B.R. 521 (9th Cir. BAP 1993) (internal quotations and brackets omitted).

Plaintiff advances two arguments that the requested relief in the parties' motions are core matters: 1) the actions involve the Court interpreting and enforcing its' prior sale orders and the Court has previously found it had "proper jurisdiction over issues raised to the extent that they request to determine the effect of a prior order of the bankruptcy court." (Dkt. 39, pg. 8, Jul. 25, 2013), and 2) the state law claims are "inextricably intertwined" with bankruptcy court proceedings because if not for the circumstances surrounding the Court's 2003 Sale Order, none of the parties' claims would exist. Plaintiff relies primarily on *In re Franklin*, 802 F.2d 324 (9th Cir. 1986) and *In re Harris Pine Mills*.

The Court does not discount the well-settled law in *Franklin* that it retains jurisdiction to interpret and enforce its own orders or that the Court previously acknowledged that its jurisdiction extends to "issues raised to the extent that they request to determine the effect of a prior order of the bankruptcy court." *See* Dkt. 39 (emphasis added). Nor does the Court disagree with the *In re Harris Pine Mills* ruling. Rather, neither case is applicable to the causes of action here. *In re Franklin* is not analogous as that case dealt with the effect of a previous order on the automatic stay, and *In re Harris Pine Mills* only addressed the issue of a purchaser of bankruptcy assets suing a Trustee for misconduct post-petition. By contrast, Plaintiff, is not suing a trustee for misconduct, let alone for any misconduct of the parties during the bankruptcy. Additionally, the court in *In re Harris Pine Mills* only articulated that the bankruptcy was "post-petition," and therefore was presumably not post-confirmation and more significantly the bankruptcy was not closed.

Instead, Plaintiff's attempt to stretch the holdings of *In re Franklin* and *In re Harris Pine Mills* to characterize the parties' actions as arising out of this Court's sale orders

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and thus necessarily requiring the Court's interpretation or effectuation of its orders are strikingly similar to those of the appellants in *Gupta v. Quincy Med. Ctr.*, 858 F.3d 657 (1st Cir. 2017). In *Gupta*, the Appellants argued that "their state claims "arise in" Debtors' bankruptcy case because, "but for" Debtors' Chapter 11 case and the Sale Order approving the sale of Debtors' assets to Steward in the APA, their claims for severance pay would not exist." *Gupta*, 858 F.3d at 664 (quotations in original). The court rejected their argument and held the bankruptcy court had no subject matter jurisdiction, noting that "arising in" jurisdiction was a "narrow category." *Id.* at 666. The *Gupta* court's analysis is decidedly relevant to the Plaintiff's arguments:

This argument misapprehends the relevant law. As we have explained, it is not enough for "arising in" jurisdiction that a claim arose in the context of a bankruptcy case. Instead, our case law makes clear that for "arising in" jurisdiction to apply, the relevant proceeding must have "no existence outside of the bankruptcy." Hence, there is no "but for" test for "arising in" jurisdiction as Appellants suggest. That is, "the fact that a matter would not have arisen had there not been a bankruptcy case does not ipso facto mean that the proceeding qualifies as an 'arising in' proceeding." Instead, the fundamental question is whether the proceeding by its nature, not its particular factual circumstance, could arise only in the context of a bankruptcy case. In other words, *it is not enough that Appellants' claims arose in the context of a bankruptcy case or even that those claims exist only because Debtors (Appellants' former employer) declared bankruptcy; rather, "arising in" jurisdiction exists only if Appellants' claims are the type of claims that can only exist in a bankruptcy case.*

. . .

Appellants here have failed to identify any provision of the Sale Order itself or any related questions of bankruptcy law underlying their claims that would require interpretation by the bankruptcy court. Indeed, the bankruptcy court's own analysis of Appellants' claims was based entirely on the terms of the APA and state contract law. The court mentioned the Sale Order only in reference to the retention-of-jurisdiction provision.

Therefore, *a court deciding Appellants' claims on the merits would only need to perform a state law breach of contract analysis.* As the district court explained, *Appellants' claims "look like ones that could have arisen entirely outside the bankruptcy context. They are essentially employment disputes that could arise in any asset sale, regardless of whether the sale involved a bankruptcy proceeding."* Appellants' claims are therefore not merely "framed as state law claims," but are claims which may be decided solely under Massachusetts law.

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Id. at 664-65 (internal citations omitted) (emphasis added).

Here, having reviewed the motions for summary judgment, the Court determines that the central question that Plaintiff's case turns on is whether Bojorquez holds an interest in Parcel 3 that clouds title as a result of the DOT and Note Assignment. Although the complaint also proceeds against ConCap, the determination of ConCap's alleged interest in the Parcels appears to arise because of reconveyances which contain a warning that the reconveyances may be legally insufficient because of Bojorquez's interest, and thus is ensnared with the main issue. Either way, this determination does not involve any bankruptcy law analysis.

Although Plaintiff consistently refers to ConCap's violation of the 2003 Sale Order in an attempt to characterize the action as necessarily implicating the Court's orders, none of the parties' causes of action are moving forward on the basis that the Court's 2003 Sale Order was violated (and in any case per the OSC hearings, Plaintiff was implicated with ConCap in the out of court settlement). More significantly, Plaintiff's and Bojorquez's briefs both fail to "identify any provision" of this Court's orders, "or any related questions of bankruptcy law underlying their claims that would require interpretation by the bankruptcy court." *See Gupta*, 858 F.3d at 665.

For the Court to decide the issue, as identified above, on the merits, it would require only an analysis of state laws for quiet title, which would necessarily implicate laws of negotiable instruments with respect to Bojorquez's property interest. Therefore, Plaintiff's action can only be characterized as a state court action to determine whether he is the sole owner of Parcel 2, and more importantly Parcel 3, whether the cause of action is styled as a declaratory judgment, an injunction, or an action to quiet title. Moreover, to the extent it is meaningful, Bojorquez's cross claims for conversion, unjust enrichment, and constructive trust do not either implicate any bankruptcy law, only requiring a state law analysis to decide the merits.

Accordingly, it is insufficient that the parties "claims arose in the context of a bankruptcy case or even that those claims exist only because" of Devore Stop's bankruptcy; "rather "arising in" jurisdiction exists only if [the parties] claims are the type of claims that can only exist in a bankruptcy case." *See id.* Therefore, as both

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Plaintiff's complaint and Bojorquez's cross-complaint are "state law claim[s] that could exist outside of bankruptcy and [are] not inextricably bound to the claims allowance process or a right created by the Bankruptcy Code," they cannot "be deemed a core proceeding." *See In re Harris Pine Mills*, 44 F.3d at 1438 *accord In re DeLorean Motor Co.*, 155 B.R. 521 (9th Cir. BAP 1993); *see also In re Wood*, 825 F.2d at 96.

As an aside, with respect to Plaintiff's argument that the Court previously acknowledged its jurisdiction over the effect of prior orders, to the extent the issues here required any determination of the Court's prior orders, those have already been resolved during the Court's OSC proceedings where the Court approved Bojorquez's employment in 2019, thereby allowing him to prosecute whatever claims and rights he may have pursuant to the DOT and Note Assignment. In its order, the Court explicitly stated the value, if any, of those Assignments were to be determined under state law.

Therefore, neither the Plaintiff's actions nor Bojorquez's cross claims are core matters. Thus, the Court next considers whether they fall within non-core proceedings.

2. Non-Core Proceedings/ "Related to" Jurisdiction

"Non-core" proceedings are those that do not depend on the bankruptcy laws for their existence and that could proceed in another court even in the absence of bankruptcy. *In re Wood*, 825 F.2d at 96. These proceedings must be "related to" the bankruptcy case. *See* § 28 U.S.C. 157(c)(1). Related to jurisdiction cases contain two subsets: (1) causes of action owned by the debtor that become property of the estate under § 541; and (2) suits between third parties which in one way or another affect the administration of the bankruptcy case. *Celotex Corp. v. Edwards*, 514 U.S. 300, 307 (1995). A bankruptcy court may hear a non-core proceeding and issue a final judgment if the parties consent, otherwise the judge must submit proposed findings of fact and conclusions of law to the district court for final order to be entered by the district judge. 28 U.S.C. 157(c)(1), (2).

The primary test for "related to" jurisdiction is the Third Circuit's *Pacor* test:

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The usual articulation of the test for determining whether a civil proceeding is related to bankruptcy is whether *the outcome of that proceeding could conceivably have any effect on the estate being administered in bankruptcy*. Thus, the proceeding need not necessarily be against the debtor or against the debtor's property. An action is related to bankruptcy if the outcome could alter the debtor's rights, liabilities, options, or freedom of action . . . and which in any way impacts upon the handling and administration of the bankrupt estate.

Pacor, Inc. v. Higgins, 743 F.2d 984, 994 (3rd Cir. 1984) (emphasis added). The First, Fourth, Fifth, Sixth, Eighth, Ninth, Tenth, and Eleventh Circuits have adopted the *Pacor* test with little or no variation. The Second and Seventh Circuits, on the other hand, seem to have adopted a slightly different test. But whatever test is used, these cases make clear that bankruptcy courts have no jurisdiction over proceedings that have no effect on the estate of the debtor. *Celotex*, 514 U.S. at 308 n.6 (citations omitted).

The Ninth Circuit has since limited the *Pacor* "related to" test to pre-confirmation matters and imposed the "close nexus" test, a more demanding test for post-confirmation matters. *See In re Pegasus Gold Corp.*, 394 F.3d 1189, 1194 (9th Cir. 2005) ("We agree that post-confirmation bankruptcy court jurisdiction is necessarily more limited than pre-confirmation jurisdiction, and that the *Pacor* formulation may be somewhat overbroad in the post-confirmation context. Therefore, we adopt and apply the Third Circuit's "close nexus" test for post-confirmation "related to" jurisdiction . . ."). The "close nexus" test requires that the matter directly affect the bankruptcy proceeding for subject matter jurisdiction to be present. *See id*; *see In re Valdez Fisheries Dev. Ass'n, Inc.*, 439 F.3d 545, 548 (9th Cir. 2006) ("...matters affecting the interpretation, implementation, consummation, execution, or administration of the confirmed plan will typically have the requisite close nexus").

Here, as explained above, although Plaintiff attempts to characterize the action as one that affects the bankruptcy estate because it "arises" due to circumstances surrounding the sale of estate property in 2003, his cause of action proceeds under a theory of quiet title, a state law claim. Additionally, even if the Court could determine the status of title by somehow avoiding Bojorquez's pure state law issues, it would have no effect on the bankrupt estate, as the case was closed over ten years ago and any recovery would not go to a debtor, a creditor, or the defunct estate.

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To the extent Bojorquez attempts to characterize himself as a creditor of the bankruptcy estate who is due commission from the estate, the Court has already ruled that his payment is in the form of the DOT Assignment and Note Assignment, whatever value it holds. Determining what, if any, rights the Assignments have, as the Court explained at the August 21, 2019 hearing, requires the Court to determine Bojorquez's rights in instruments created by state law against non-debtor parties, Plaintiff and ConCap, and has no bearing on an already administered, effectuated, and closed bankruptcy.

As such, all the parties' actions lack the requisite "close nexus" to the administration of the estate. *See In re Valdez Fisheries Dev. Ass'n, Inc.*, 439 F.3d at 548 ("...matters affecting the interpretation, implementation, consummation, execution, or administration of the confirmed plan will typically have the requisite close nexus"). Consequently, none of the parties' actions fall within the definition of "related to" jurisdiction. *See In re Pegasus Gold Corp.*, 394 F.3d at 1194. Because the Court finds that the actions do not fall within the Court's authority to hear non-core proceedings, Plaintiff and Bojorquez's request that the Court hear the matter and issue conclusions of law and fact to refer it to the district court is inapplicable. *See* 28 U.S.C. 157(c)(1), (2).

The Court next entertains "retained" jurisdiction.

3. Retained Jurisdiction

Generally, the closing of a bankruptcy case should result in the dismissal of all *remaining* adversary proceedings. *In re Pocklington*, 21 B.R. 199, 202 (Bankr. S.D. Cal. 1982); *accord In re Rush*, 49 B.R. 158 (Bankr. N.D. Ala. 1985) (emphasis added). This is particularly true of adversary proceedings which are "related to" the bankruptcy case because related proceedings can only be heard by a bankruptcy court because of their nexus to the debtor's bankruptcy case. *See generally Pacor*, 743 F.2d 984. Retaining jurisdiction over "related to" adversary proceedings is discretionary and based on principles of equity and judicial economy. *See, e.g., In re Smith*, 866 F.2d 576, 580 (3rd Cir. 1989) ("Drawing upon an analogy to the disposition of ancillary and pendent claims, the courts have held that they may consider a number of factors to determine whether jurisdiction should be retained.").

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Such discretion appears to only apply where adversary complaints were filed *before* the bankruptcy estate is closed. See *In re Bass*, 171 F.3d 1016, 1023-242 (5th Cir. 1999)("[B]efore a court can exercise its discretion to 'retain' jurisdiction over a 'related proceeding,' the court must have had jurisdiction over that proceeding in the first place. The Denneys did not file their suit in Texas until *after* the bankruptcy case in Utah had been closed. From a purely temporal standpoint, there was no proceeding over which bankruptcy court jurisdiction could be 'retained.'"). As such, where the action does not have a "close nexus" to the estate, a bankruptcy court lacks jurisdiction over actions filed *after* the underlying bankruptcy is closed.

Moreover, "[b]ecause bankruptcy court jurisdiction is conferred by statute, parties to litigation cannot confer subject matter jurisdiction where none exists." *In re Nobel Group, Inc.*, 529 B.R. 284, 291 (Bankr. N.D. Cal. 2015). Therefore, explicit retention of jurisdiction provisions are only valid to the extent there is an independent basis to support bankruptcy court jurisdiction. The court in *In re Resorts Int'l* clearly articulates this:

Retention of jurisdiction provisions will be given effect, assuming there is bankruptcy court jurisdiction. But neither the bankruptcy court nor the parties can write their own jurisdictional ticket. Subject matter jurisdiction "cannot be conferred by consent" of the parties. Where a court lacks subject matter jurisdiction over a dispute, the parties cannot create it by agreement, even in a plan of reorganization. Similarly, if a court lacks jurisdiction over a dispute, it cannot create that jurisdiction by simply stating it has jurisdiction in a confirmation or other order. Bankruptcy courts can only act in proceedings within their jurisdiction. *If there is no jurisdiction under 28 U.S.C. § 1334 or 28 U.S.C. § 157, retention of jurisdiction provisions in a plan of reorganization or trust agreement are fundamentally irrelevant.* But if there is jurisdiction, we will give effect to retention of jurisdiction provisions.

372 F.3d at 161 (citations omitted).

As the parties' complaints were filed in 2012 and 2013, three and four years after the bankruptcy estate was closed, the Court has no discretionary authority to retain jurisdiction, as it never exercised jurisdiction over the action during bankruptcy. See *In re Bass*, 171 F.3d at 1023-242. Furthermore, the Court's express retention of jurisdiction in the 2007 Sale Order is only valid to the extent it is enforceable under the statutes 28 U.S.C. §§ 1334 and 157. See *In re Resorts Int'l* 372 F.3d at 161. The

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provision allowing Plaintiff or any party in interest to bring an action to determine the validity of liens is only valid to the extent it still falls within the bankruptcy court's jurisdiction. As analyzed above, the Court's potential analysis of the parties' issues on the merits would not fall within either bases of the Court's jurisdiction, whether core or related. Additionally, the two provisions numbered (2) and (4) in the 2007 Sale Order that could conceivably provide a basis to hear the additional dispute between Bojorquez and ConCap are invalid because it retains "related to" jurisdiction that cannot possibly lie after a chapter 7 case is closed, as, in this case, there is no "close nexus" between the closed bankruptcy and an after-filed adversary. *See In re Pegasus Gold Corp.*, 394 F.3d at 1194.

Accordingly, the Court finds it has no authority to retain jurisdiction.

B. THE AUTOMATIC STAY'S EFFECT ON ASSIGNMENTS OF DEBT

As the Court noted Bojorquez submitted briefly, without referring to any legal authority, that ConCap's purchase of the Notes violated the automatic stay. Therefore, the Court finds it necessary to clarify the effect of the automatic stay to prevent further unsupported assertions.

The automatic stay bars any act to "create, perfect or enforce any lien against property of the estate." 11 U.S.C. § 362(a)(4). The issue of whether this provision applies to stay assignments of notes and deeds of trusts and any subsequent recording of those assignments has been addressed by the court in *In re Samuels*:

The postpetition assignment of a mortgage and the related note from one holder to another is not a transfer of property of the estate. The mortgage and note are assets of the creditor mortgagee, not of the Debtor. Nor is the postpetition assignment of a mortgage and the related note an act to collect a debt; the assignment merely transfers the claim from one entity to another. The Debtor cites no particular subsection of 11 U.S.C. § 362(a), the automatic stay, that she contends such an assignment violates, and the court is aware of none.

I need not address the Debtor's further unsupported contention that the postpetition recording of an assignment of mortgage is a violation of the automatic stay¹³ or of 11

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U.S.C. § 549(a). As the Debtor herself acknowledges, an assignment of mortgage need not be recorded in order to be valid against the mortgagor or her grantees. *Lamson & Co. v. Abrams*, 305 Mass. 238, 241–242, 25 N.E.2d 374 (1940); *O'Gasapian v. Danielson*, 284 Mass. 27, 32, 187 N.E. 107 (1933). Therefore, even if the recording were void and ineffectual, the assignment to Deutsche Bank would still be valid.

415 B.R. 8, 22-23 (Bankr. D. Mass. 2009) (citations in original). *See also In re Halabi*, 184 F.3d 1335 (C.A.11 (Fla.),1999) ("But the assignment of the perfected mortgage—from Republic to Farragut, from Farragut to Atlantic and, finally, from Atlantic to Federal—did not involve the transfer of any property belonging to the debtor or to the debtor's estate. In each instance, the assignment was merely the transfer of one mortgagee's interest to a successor mortgagee.").

The court in *In re Sprouse* specifically addressed the recording of an assignment after the stay is in place, holding it was permitted:

Plaintiff's claim that the assignment and/or recording of the assignment is an "act to create, perfect, or enforce any lien against property of the estate" is unsupported based on the plain language of § 362. An assignment does not create a lien; rather, it is the original execution of the deed of trust that creates the lien and the original recording that perfects the lien. Neither an assignment nor the recording of an assignment constitutes an enforcement of the lien, which could only be enforced through a foreclosure. At most, an assignment would only give the assignee the right to enforce the lien or indebtedness. The automatic stay provisions of the Bankruptcy Code do not prohibit a creditor of a debtor from transferring any interest or claim it might have against the debtor's bankruptcy estate to a third party. Such a transfer merely substitutes the party that holds the interest or claim against the debtor's bankruptcy estate, and such transfer does not serve to increase or decrease the interest or claim the party asserts against the debtor's bankruptcy estate."

In re Sprouse, No. 09-31054, 2014 WL 948490, at *4 (Bankr. W.D.N.C. Mar. 11, 2014) (citations and quotations omitted).

As mortgages and notes are not considered assets of the Debtor's estate, rather they are assets of the creditor, there is no violation of the stay where Wells Fargo sells its Notes to ConCap or ConCap assigns its rights under the Notes to Bojorquez.

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VI. TENTATIVE RULING

Chapter 7

In accordance with the above analysis, the Court having determined it does not have subject matter jurisdiction over the parties' motions, the Court is inclined to DISMISS:

- Plaintiff's Complaint
- Bojorquez's Cross Complaint

Party Information

Debtor(s):

Devore Stop A General Partners

Represented By
Arshak Bartoumian - DISBARRED -
Newton W Kellam

Devore Stop

Represented By
Hutchison B Meltzer

Defendant(s):

Continental Capital LLC

Represented By
Cara J Hagan
Lawrence J Kuhlman
Reid A Winthrop

Stephen Collias

Represented By
Cara J Hagan
Lawrence J Kuhlman
Reid A Winthrop

Jesse Bojorquez

Represented By
Lawrence J Kuhlman
Autumn D Spaeth ESQ
Cara J Hagan
Reid A Winthrop

American Business Investments

Represented By

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Lawrence J Kuhlman
Autumn D Spaeth ESQ
Cara J Hagan
Reid A Winthrop

Mohammed Abdizadeh

Pro Se

Movant(s):

William G Morschauser

Represented By
Hutchison B Meltzer
Reid A Winthrop
Cara J Hagan

Plaintiff(s):

William G Morschauser

Represented By
Hutchison B Meltzer
Reid A Winthrop
Cara J Hagan

Trustee(s):

Arturo Cisneros (TR)

Pro Se

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Chapter 7

Adv#: 6:12-01498 Morschauser v. Continental Capital LLC et al

#8.00 CONT Cross Complainants Motion For Summary Judgment

From 10/28/20,11/10/20,12/9/20,12/22/20, 3/24/21

EH__

(Tele. apr. Reid Winthrop, rep. Plaintiff William G. Morschauser)

Docket 379

Tentative Ruling:

- NONE LISTED -

Party Information

Debtor(s):

Devore Stop A General Partners

Represented By

Arshak Bartoumian - DISBARRED -
Newton W Kellam

Devore Stop

Represented By

Hutchison B Meltzer

Defendant(s):

Continental Capital LLC

Represented By

Cara J Hagan
Lawrence J Kuhlman
Reid A Winthrop

Stephen Collias

Represented By

Cara J Hagan
Lawrence J Kuhlman

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	Reid A Winthrop
Jesse Bojorquez	Represented By Lawrence J Kuhlman Autumn D Spaeth ESQ Cara J Hagan Reid A Winthrop
American Business Investments	Represented By Lawrence J Kuhlman Autumn D Spaeth ESQ Cara J Hagan Reid A Winthrop
Mohammed Abdizadeh	Pro Se

Movant(s):

Jesse Bojorquez	Represented By Lawrence J Kuhlman Autumn D Spaeth ESQ Cara J Hagan Reid A Winthrop
Jesse Bojorquez	Represented By Lawrence J Kuhlman Autumn D Spaeth ESQ
Jesse Bojorquez	Represented By Lawrence J Kuhlman Autumn D Spaeth ESQ

Plaintiff(s):

William G Morschauser	Represented By Hutchison B Meltzer Reid A Winthrop Cara J Hagan
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Trustee(s):

Arturo Cisneros (TR)	Pro Se
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6:03-15174 Devore Stop A General Partners

Chapter 7

Adv#: 6:12-01498 Morschauser v. Continental Capital LLC et al

#9.00 CONT Defendants' Motion For Summary Judgment

From 10/28/20,11/10/20,12/9/20,12/22/20, 3/24/21

EH__

(Tele. apr. Reid Winthrop, rep. Plaintiff William G. Morschauser)

Docket 364

Tentative Ruling:

- NONE LISTED -

Party Information

Debtor(s):

Devore Stop A General Partners

Represented By

Arshak Bartoumian - DISBARRED -
Newton W Kellam

Devore Stop

Represented By

Hutchison B Meltzer

Defendant(s):

Continental Capital LLC

Represented By

Cara J Hagan
Lawrence J Kuhlman
Reid A Winthrop

Stephen Collias

Represented By

Cara J Hagan
Lawrence J Kuhlman

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Chapter 7

	Reid A Winthrop
Jesse Bojorquez	Represented By Lawrence J Kuhlman Autumn D Spaeth ESQ Cara J Hagan Reid A Winthrop
American Business Investments	Represented By Lawrence J Kuhlman Autumn D Spaeth ESQ Cara J Hagan Reid A Winthrop
Mohammed Abdizadeh	Pro Se

Movant(s):

Continental Capital LLC	Represented By Cara J Hagan Lawrence J Kuhlman Reid A Winthrop
Continental Capital LLC	Represented By Cara J Hagan
Continental Capital LLC	Represented By Cara J Hagan

Plaintiff(s):

William G Morschauer	Represented By Hutchison B Meltzer Reid A Winthrop Cara J Hagan
----------------------	--

Trustee(s):

Arturo Cisneros (TR)	Pro Se
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Chapter 7

Adv#: 6:12-01498 Morschauser v. Continental Capital LLC et al

#10.00 CONT Status Conference Hearing RE: Complaint by William G Morschauser against Continental Capital LLC , Stephen Collias , Jesse Bojorquez , American Business Investments , Mohammed Abdizadeh

From: 3/11/15, 5/20/15, 7/29/15, 12/16/15, 2/3/16, 3/16/16, 5/11/16, 8/31/16, 11/2/16, 11/16/16, 3/8/17, 6/7/17, 7/26/17, 9/13/17, 3/12/18, 11/13/19, 12/17/19, 1/15/20, 2/12/20, 3/11/20, 8/19/20, 10/28/20, 11/10/20,12/9/20,12/22/20, 3/24/21

EH ____

(Tele. apr. Reid Winthrop, rep. Plaintiff William G. Morschauser)

Docket 1

Tentative Ruling:

- NONE LISTED -

Party Information

Debtor(s):

Devore Stop A General Partners

Represented By

Arshak Bartoumian - DISBARRED -
Newton W Kellam

Devore Stop

Represented By

Hutchison B Meltzer

Defendant(s):

Continental Capital LLC

Represented By

Cara J Hagan
Lawrence J Kuhlman
Reid A Winthrop

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Courtroom 303 Calendar**

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CONT... Devore Stop A General Partners

Chapter 7

Stephen Collias

Represented By
Cara J Hagan
Lawrence J Kuhlman
Reid A Winthrop

Jesse Bojorquez

Represented By
Lawrence J Kuhlman
Autumn D Spaeth ESQ
Cara J Hagan
Reid A Winthrop

American Business Investments

Represented By
Lawrence J Kuhlman
Autumn D Spaeth ESQ
Cara J Hagan
Reid A Winthrop

Mohammed Abdizadeh

Pro Se

Plaintiff(s):

William G Morschauser

Represented By
Hutchison B Meltzer
Reid A Winthrop
Cara J Hagan

Trustee(s):

Arturo Cisneros (TR)

Pro Se

**United States Bankruptcy Court
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Riverside
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6:03-15174 Devore Stop A General Partners

Chapter 7

Adv#: 6:12-01498 Morschauser v. Continental Capital LLC et al

#11.00 CONT Status Conference RE: [29] Crossclaim/Cross-Complaint for: 1 conversion; 2 constructive trust; 3 unjust enrichment; 4 an accounting; 5 declaratory relief; and 6 primary and secondary indemnification and contribution by American Business Investments , Jesse Bojorquez against Stephen Collias , Continental Capital LLC

From: 3/11/15, 5/20/15, 7/29/15, 12/16/15, 2/3/16, 3/16/16, 5/11/16, 8/31/16, 11/2/16, 11/16/16, 3/8/17, 6/7/17, 7/26/17, 9/13/17, 3/12/18, 11/13/19, 12/17/19, 1/15/20, 2/12/20, 3/11/20, 8/19/20, 10/28/20, 11/10/20,12/9/20,12/22/20, 3/24/21

EH__

(Tele. apr. Reid Winthrop, rep. Plaintiff William G. Morschauser)

Docket 29

Tentative Ruling:

- NONE LISTED -

Party Information

Debtor(s):

Devore Stop A General Partners

Represented By
Arshak Bartoumian - DISBARRED -
Newton W Kellam

Devore Stop

Represented By
Hutchison B Meltzer

**United States Bankruptcy Court
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CONT... Devore Stop A General Partners

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Defendant(s):

Continental Capital LLC

Represented By
Cara J Hagan
Lawrence J Kuhlman
Reid A Winthrop

Stephen Collias

Represented By
Cara J Hagan
Lawrence J Kuhlman
Reid A Winthrop

Jesse Bojorquez

Represented By
Lawrence J Kuhlman
Autumn D Spaeth ESQ
Cara J Hagan
Reid A Winthrop

American Business Investments

Represented By
Lawrence J Kuhlman
Autumn D Spaeth ESQ
Cara J Hagan
Reid A Winthrop

Mohammed Abdizadeh

Pro Se

Plaintiff(s):

William G Morschauser

Represented By
Hutchison B Meltzer
Reid A Winthrop
Cara J Hagan

Trustee(s):

Arturo Cisneros (TR)

Pro Se

**United States Bankruptcy Court
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Wednesday, April 28, 2021

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6:13-27344 Douglas J Roger, MD, Inc., A Professional Corporat Chapter 7
Adv#: 6:15-01307 Revere Financial Corporation v. OIC MEDICAL CORPORATION, a

#12.00 CONT Status Conference RE: [1] Adversary case 6:15-ap-01307. Complaint by A. Cisneros against OIC MEDICAL CORPORATION, a California corporation, LIBERTY ORTHOPEDIC CORPORATION, a California corporation, UNIVERSAL ORTHOPAEDIC GROUP, a California corporation. (Charge To Estate \$350). for Avoidance, Recovery, and Preservation of Preferential and Fraudulent Transfers (with Adversary Proceeding Cover Sheet) Nature of Suit: (12 (Recovery of money/property - 547 preference)),(13 (Recovery of money/property - 548 fraudulent transfer)),(14 (Recovery of money/property - other))

From: 12/30/15, 2/24/16, 4/13/16, 6/22/16, 8/24/16, 11/2/16, 2/1/17, 3/8/17, 7/12/17, 9/13/17, 11/15/17, 2/14/18, 5/16/18, 7/25/18, 8/22/18, 10/31/18, 11/14/18, 12/12/18, 12/19/18, 3/27/19, 6/12/19, 7/31/19, Advanced 3/4/20, 11/20/19, 1/29/20, 5/27/20, 7/29/20, 9/28/20, 11/25/20,12/2/20,2/17/21

EH__

(Tele. appr. Misty Petty Isaacson, rep. Defendants, OIC Medical Corporation)

Docket 1

***** VACATED *** REASON: CONTINUED TO 6/30/21 BY ORDER
ENTERED 4/26/21**

Tentative Ruling:

- NONE LISTED -

Party Information

Debtor(s):

Douglas J Roger, MD, Inc., A

Represented By
Summer M Shaw
Michael S Kogan
George Hanover

**United States Bankruptcy Court
Central District of California
Riverside
Judge Mark Houle, Presiding
Courtroom 303 Calendar**

Wednesday, April 28, 2021

Hearing Room 303

2:00 PM

CONT... Douglas J Roger, MD, Inc., A Professional Corporat

Chapter 7

Defendant(s):

OIC MEDICAL CORPORATION, a

Represented By
Misty A Perry Isaacson

LIBERTY ORTHOPEDIC

Represented By
Misty Perry Isaacson
Misty A Perry Isaacson

UNIVERSAL ORTHOPAEDIC

Represented By
Misty Perry Isaacson
Misty A Perry Isaacson

Plaintiff(s):

Revere Financial Corporation

Represented By
Franklin R Fraley Jr

Trustee(s):

Arturo Cisneros (TR)

Represented By
Chad V Haes
D Edward Hays
Franklin R Fraley Jr

**United States Bankruptcy Court
Central District of California
Riverside
Judge Mark Houle, Presiding
Courtroom 303 Calendar**

Wednesday, April 28, 2021

Hearing Room 303

2:00 PM

6:13-27344 Douglas J Roger, MD, Inc., A Professional Corporat Chapter 7

Adv#: 6:15-01308 Revere Financial Corporation v. BWI CONSULTING, LLC et al

#13.00 CONT Status Conference RE: [1] Adversary case 6:15-ap-01308. Complaint by A. Cisneros against BWI CONSULTING, LLC, Black and White, Inc., BLACK AND WHITE BILLING COMPANY, BLACK AND WHITE INK, MEHRAN DEVELOPMENT CORPORATION. (Charge To Estate \$350). for Avoidance, Recovery, and Preservation of Preferential and Fraudulent Transfers (with Adversary Proceeding Cover Sheet) Nature of Suit: (12 (Recovery of money/property - 547 preference)),(14 (Recovery of money/property - other))

From: 1/13/16, 3/23/16, 5/25/16, 7/27/16, 8/31/16, 11/2/16, 2/1/17, 5/3/17, 9/13/17, 12/13/17, 2/14/18, 5/16/18, 6/11/18, 8/22/18, 11/28/18, 2/27/19, 5/29/19, 8/28/19, 11/20/19, 1/29/20, 5/27/20, 7/29/20, 9/30/20, 11/25/20,12/2/20,2/17/21

EH__

Docket 1

***** VACATED *** REASON: CONTINUED TO 6/30/21 BY ORDER
ENTERED 4/26/21**

Tentative Ruling:

- NONE LISTED -

Party Information

Debtor(s):

Douglas J Roger, MD, Inc., A

Represented By
Summer M Shaw
Michael S Kogan
George Hanover

Defendant(s):

BWI CONSULTING, LLC

Pro Se

Black and White, Inc.

Pro Se

BLACK AND WHITE BILLING

Pro Se

**United States Bankruptcy Court
Central District of California
Riverside
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2:00 PM

CONT... Douglas J Roger, MD, Inc., A Professional Corporat Chapter 7

BLACK AND WHITE INK Pro Se

MEHRAN DEVELOPMENT Pro Se

Plaintiff(s):

Revere Financial Corporation Represented By
Franklin R Fraley Jr

Trustee(s):

Arturo Cisneros (TR) Represented By
Chad V Haes
D Edward Hays
Franklin R Fraley Jr

**United States Bankruptcy Court
Central District of California
Riverside
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Wednesday, April 28, 2021

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2:00 PM

6:13-27611 Douglas Jay Roger

Chapter 7

Adv#: 6:14-01248 Revere Financial Corporation, a California corpora v. Roger, MD

#14.00 CONT Status Conference RE: Amended Complaint (First) by Revere Financial Corporation and Jerry Wang, as State-Court Appointed Receiver by Franklin R Fraley Jr on behalf of Revere Financial Corporation, a California corporation against Revere Financial Corporation, a California corporation. (Attachments: # 1 Exhibit 1-8)

From: 4/25/18, 6/13/18, 8/22/18, 10/31/18, 7/31/19, 9/11/19, 11/20/19, 1/29/20, 5/27/20, 7/29/20, 9/30/20, 11/25/20,12/2/20,2/17/21

EH__

Docket 82

***** VACATED *** REASON: CONTINUED TO 6/30/21 BY ORDER
ENTERED 4/26/21**

Tentative Ruling:

- NONE LISTED -

Party Information

Debtor(s):

Douglas Jay Roger

Represented By
Summer M Shaw
Marc C Forsythe

Defendant(s):

Douglas J Roger MD

Represented By
Summer M Shaw
Thomas J Eastmond
Marc C Forsythe

Plaintiff(s):

Revere Financial Corporation, a

Represented By
Franklin R Fraley Jr

Jerry Wang

Represented By

**United States Bankruptcy Court
Central District of California
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CONT... Douglas Jay Roger

Chapter 7

Franklin R Fraley Jr
Anthony J Napolitano

Trustee(s):

Helen R. Frazer (TR)

Represented By
Arjun Sivakumar
Carmela Pagay
Franklin R Fraley Jr

**United States Bankruptcy Court
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6:13-27611 Douglas Jay Roger

Chapter 7

**#15.00 CONT Objection to Claim #17 by Revere Financial Corporation
(Holding date)**

From: 10/1/14, 11/5/14, 12/3/14, 12/15/14, 1/28/15, 4/15/15, 7/22/15, 9/23/15,
10/21/15, 11/18/15, 12/16/15, 1/13/16, 3/2/16, 5/4/16, 6/1/16, 9/28/16, 11/16/16,
2/1/17, 2/16/17, 5/3/17, 6/14/17, 6/28/17, 9/20/17, 3/21/18, 6/27/18, 12/19/18,
3/27/19, 5/8/19, 6/12/19, 7/31/19, 1/29/20, 5/27/20, 7/29/20, 9/30/20,
11/25/20,12/2/20,2/17/21

EH__

Docket 333

***** VACATED *** REASON: CONTINUED TO 6/30/21 BY ORDER
ENTERED 4/26/21**

Tentative Ruling:

- NONE LISTED -

Party Information

Debtor(s):

Douglas Jay Roger

Represented By
Summer M Shaw
Marc C Forsythe

Trustee(s):

Helen R. Frazer (TR)

Represented By
Arjun Sivakumar
Carmela Pagay
Franklin R Fraley Jr

**United States Bankruptcy Court
Central District of California
Riverside
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Wednesday, April 28, 2021

Hearing Room 303

2:00 PM

6:17-19647 Sean Karadas

Chapter 7

Adv#: 6:20-01171 Daff (TR) v. Karadas

#16.00 CONT. Status Conference re: Complaint by Charles W Daff (TR) against Sean Karadas). To Revoke and Deny Discharge of Debtor (Attachments: # 1 Summons # 2 Adversary Cover Sheet) Nature of Suit: (41 (Objection / revocation of discharge - 727(c),(d),(e))) (Daff (TR), Charles)

From: 12/16/20,1/20/21

EH__

Docket 1

***** VACATED *** REASON: CONTINUED TO 5/26/21 (ANOTHER SUMMONS ISSUED 4/13/21)**

Tentative Ruling:

- NONE LISTED -

Party Information

Debtor(s):

Sean Karadas

Represented By
Todd L Turoci

Defendant(s):

Sean Karadas

Pro Se

Plaintiff(s):

Charles W Daff (TR)

Pro Se

Trustee(s):

Charles W Daff (TR)

Represented By
Robert P Goe
Thomas J Eastmond

**United States Bankruptcy Court
Central District of California
Riverside
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Wednesday, April 28, 2021

Hearing Room 303

2:00 PM

6:20-10762 Daisy Wheel Ribbon Co., Inc.

Chapter 7

Adv#: 6:21-01021 STEVEN M. SPEIER, solely in his capacity as Chapte v. Baer et al

#17.00 Status Conference RE: [1] Adversary case 6:21-ap-01021. Complaint by STEVEN M. SPEIER, solely in his capacity as Chapter 7 Trustee against Harold W. Baer, Kimberly A Baer, Laura Losquardo, HBall Properties, LLC. (\$350.00 Fee Charge To Estate). Complaint: 1. To Avoid And Recover Preferential Transfers Pursuant to 11 U.S.C. §§ 547 AND 550; 2. To Avoid And Recover Fraudulent Transfers Pursuant to 11 U.S.C. §§ 544(b), 548(a)(1)(A), AND 550, AND CALIFORNIA CIVIL CODE §§ 3439.04(a)(1); 3. To Avoid And Recover Fraudulent Transfers Pursuant to 11 U.S.C. §§ 544(b), 548(a)(1)(B) AND 550, and California Civil Code §§ 3439.04(a)(2) and 3439.05; 4. To Recover and Preserve Transfers For The Benefit Of The Estate Pursuant to 11 U.S.C. § 551; 5. To Recover Fraudulent Transfers Pursuant to 11 U.S.C. § 550(a); and 6. Breach Of Fiduciary Duty Nature of Suit: (12 (Recovery of money/property - 547 preference)),(13 (Recovery of money/property - 548 fraudulent transfer)) (Goe, Robert)

EH__

(Tele. appr. Robert Goe, rep. Planitiff, Steven Speier)

(Tele. appr. Louis Esbin, rep. Defendants, Harold Baer and Laura Losquadro)

Docket 1

Tentative Ruling:

- NONE LISTED -

Party Information

Debtor(s):

Daisy Wheel Ribbon Co., Inc.

Represented By
Louis J Esbin

**United States Bankruptcy Court
Central District of California
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CONT... Daisy Wheel Ribbon Co., Inc.

Chapter 7

Defendant(s):

Harold W. Baer	Pro Se
Kimberly A Baer	Pro Se
Laura Losquardo	Pro Se
HBall Properties, LLC	Pro Se

Plaintiff(s):

STEVEN M. SPEIER, solely in his	Represented By Robert P Goe
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Trustee(s):

Steven M Speier (TR)	Represented By Robert P Goe
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**United States Bankruptcy Court
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2:00 PM

6:20-13417 Eddie C. DeGracia, Jr.

Chapter 7

Adv#: 6:20-01106 Daff v. DeGracia

#18.00 CONT Status Conference RE: [1] Adversary case 6:20-ap-01106. Complaint by Charles W. Daff against Satoko DeGracia. (Charge To Estate - \$350.00). FOR: 1. Avoidance of Intentional Fraudulent Transfers and Recovery of Same [11 U.S.C. §§ 544, 548, 550, 551; CAL. CIV. CODE §§ 3439.04, 3439.07, 3439.08]; 2. Avoidance of Constructive Fraudulent Transfers and Recovery of Same [11 U.S.C. §§ 544, 548, 550, 551; CAL. CIV. CODE §§ 3439.04, 3439.05, 3439.07, 3439.08, 3439.09]; 3. Disallowance of Claims [11 U.S.C. §502(d)]; 4. Unjust Enrichment [11 U.S.C. § 105]; 5. Declaratory Relief [11 U.S.C. §§ 541, 544, 548; FRBP 7001(9)]; and 6. Turnover of Property of the Estate [11 U.S.C. § 542] Nature of Suit: (01 (Determination of removed claim or cause)),(13 (Recovery of money/property - 548 fraudulent transfer)),(91 (Declaratory judgment)),(11 (Recovery of money/property - 542 turnover of property)) (Iskander, Brandon)

From: 7/22/20, 8/19/20, 10/28/20,12/23/20, 2/17/21

EH__

Docket 1

***** VACATED *** REASON: CONTINUED TO 6/30/21 BY ORDER
ENTERED 4/14/21**

Tentative Ruling:

- NONE LISTED -

Party Information

Debtor(s):

Eddie C. DeGracia Jr.

Represented By
James D. Hornbuckle

Defendant(s):

Satoko DeGracia

Represented By
Scott Talkov

Plaintiff(s):

Charles W. Daff

Represented By

**United States Bankruptcy Court
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CONT... Eddie C. DeGracia, Jr.

Chapter 7

Brandon J Iskander

Trustee(s):

Charles W Daff (TR)

Represented By
Brandon J Iskander

**United States Bankruptcy Court
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Riverside
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2:00 PM

6:20-16066 Amjad Yousef Salem

Chapter 7

Adv#: 6:20-01192 Price v. Salem et al

#19.00 CONT. Status Conference RE: [1] Adversary case 6:20-ap-01192. Complaint by David Price against Amjad Yousef Salem, Lina Amjad Salem. false pretenses, false representation, actual fraud)),(68 (Dischargeability - 523(a)(6), willful and malicious injury)) (Weil, David)

From: 2/3/21

EH__

(Tele. appr. David Weil, rep. Plaintiff, David Price)

Docket 1

Tentative Ruling:

- NONE LISTED -

Party Information

Debtor(s):

Amjad Yousef Salem

Represented By
Brian J Soo-Hoo

Defendant(s):

Amjad Yousef Salem

Pro Se

Lina Amjad Salem

Pro Se

Joint Debtor(s):

Lina Amjad Salem

Represented By
Brian J Soo-Hoo

Plaintiff(s):

David Price

Represented By
David Weil

**United States Bankruptcy Court
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CONT... Amjad Yousef Salem

Chapter 7

Trustee(s):

Steven M Speier (TR)

Pro Se