

**United States Bankruptcy Court
Central District of California
Santa Ana
Judge Theodor Albert, Presiding
Courtroom 5B Calendar**

Tuesday, October 11, 2016

Hearing Room

5B

10:30 AM

8:16-13659 Marcelino Ortiz

Chapter 7

#1.00 Motion for relief from the automatic stay UNLAWFUL DETAINER

PINTAR INVESTMENT COMPANY RESIDENTIAL, L.P.
Vs.
DEBTOR

Docket 8

Tentative Ruling:

Grant. Appearance is optional.

Party Information

Debtor(s):

Marcelino Ortiz

Pro Se

Movant(s):

Pintar Investment Company

Represented By
Scott Andrews

Trustee(s):

Jeffrey I Golden (TR)

Pro Se

**United States Bankruptcy Court
Central District of California
Santa Ana
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Tuesday, October 11, 2016

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10:30 AM

8:16-13752 Kenard McKay

Chapter 7

#2.00 Motion for relief from the automatic stay UNLAWFUL DETAINER

VALLEY PARK APARTMENTS, LTD.
Vs.
DEBTOR

Docket 8

***** VACATED *** REASON: OFF CALENDAR; ORDER AND NOTICE
OF DISMISSAL FOR FAILURE TO FILE SCHEDULES, STATEMENTS,
AND/OR PLAN ENTERED 10-5-16**

Tentative Ruling:

- NONE LISTED -

Party Information

Debtor(s):

Kenard McKay

Pro Se

Movant(s):

VALLEY PARK APARTMENTS,

Represented By
Scott Andrews

Trustee(s):

Karen S Naylor (TR)

Pro Se

**United States Bankruptcy Court
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10:30 AM

8:11-16796 Daniel Kelly

Chapter 13

#3.00 Motion for relief from the automatic stay REAL PROPERTY

U.S. BANK NATIONAL ASSOCIATION
Vs.
DEBTOR

Docket 80

Tentative Ruling:

Grant under section 362(d)(1) only per stipulation filed September 23, 2016.

Party Information

Debtor(s):

Daniel Kelly

Represented By
Misty A Perry Isaacson

Trustee(s):

Amrane (SA) Cohen (TR)

Represented By
Amrane (SA) Cohen (TR)

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10:30 AM

8:15-13234 Robin Milonakis

Chapter 13

#4.00 Motion for relief from the automatic stay REAL PROPERTY
(cont'd from 9-6-16)

U.S. BANK NATIONAL ASSOCIATION
Vs.
DEBTOR

Docket 50

Tentative Ruling:

Grant. Appearance is optional.

Party Information

Debtor(s):

Robin Milonakis

Represented By
Dennis Connelly

Movant(s):

U.S. Bank National Association, as

Represented By
Kristin A Zilberstein

Trustee(s):

Amrane (SA) Cohen (TR)

Pro Se

**United States Bankruptcy Court
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10:30 AM

8:16-11967 Luis Raymundo Rojas

Chapter 13

#5.00 Motion for relief from the automatic stay REAL PROPERTY

U.S. BANK NATIONAL ASSOCIATION
Vs.
DEBTOR

Docket 26

Tentative Ruling:

Grant. While the court hopes a loan modification is forthcoming, this does not excuse four months delinquency.

Party Information

Debtor(s):

Luis Raymundo Rojas

Represented By
Christopher J Langley

Movant(s):

U.S. Bank National Association, as

Represented By
Darlene C Vigil

Trustee(s):

Amrane (SA) Cohen (TR)

Pro Se

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10:30 AM

8:16-12117 Christopher Clark Fleury

Chapter 13

#6.00 Motion for relief from the automatic stay REAL PROPERTY
(cont'd from 9-6-16)

CALIBER HOME LOANS, INC.
Vs.
DEBTOR

Docket 16

Tentative Ruling:

Grant. Appearance is optional.

Party Information

Debtor(s):

Christopher Clark Fleury

Represented By
David S Henshaw

Movant(s):

Caliber Home Loans, Inc.

Represented By
Christina J O

Trustee(s):

Amrane (SA) Cohen (TR)

Pro Se

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10:30 AM

8:16-12837 Frank Thomas Archuleta and Charlotte Letizia Archuleta

Chapter 7

#7.00 Motion for relief from the automatic stay REAL PROPERTY

WELLS FARGO BANK, N.A.
Vs.
DEBTORS

Docket 14

Tentative Ruling:

Grant. Appearance is optional.

Party Information

Debtor(s):

Frank Thomas Archuleta

Represented By
Raymond J Seo

Joint Debtor(s):

Charlotte Letizia Archuleta

Represented By
Raymond J Seo

Movant(s):

Wells Fargo Bank, NA

Represented By
Brett P Ryan

Trustee(s):

Thomas H Casey (TR)

Pro Se

**United States Bankruptcy Court
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8:16-13737 William Mejia

Chapter 13

#8.00 Motion for relief from the automatic stay REAL PROPERTY

THE BANK OF NEW YORK MELLON
Vs.
DEBTOR

Docket 7

Tentative Ruling:

Grant. Appearance is optional.

Party Information

Debtor(s):

William Mejia

Pro Se

Movant(s):

The Bank of New York Mellon fka

Represented By
Erin M McCartney

Trustee(s):

Amrane (SA) Cohen (TR)

Pro Se

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8:16-13837 Patricia Vasquez Lavini

Chapter 13

#9.00 Motion in Individual Case for Order Imposing a Stay or Continuing the Automatic Stay as the Court Deems Appropriate

Docket 15

Tentative Ruling:

Grant.

Party Information

Debtor(s):

Patricia Vasquez Lavini

Represented By
Claudia L Phillips

Movant(s):

Patricia Vasquez Lavini

Represented By
Claudia L Phillips

Trustee(s):

Amrane (SA) Cohen (TR)

Pro Se

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8:16-13935 Dana Dion Manier

Chapter 13

#10.00 Motion in Individual Case for Order Imposing a Stay or Continuing the Automatic Stay as The Court Deems Appropriate

Docket 4

Tentative Ruling:

Grant. Appearance is optional.

Party Information

Debtor(s):

Dana Dion Manier

Represented By
Misty A Perry Isaacson

Movant(s):

Dana Dion Manier

Represented By
Misty A Perry Isaacson

Trustee(s):

Amrane (SA) Cohen (TR)

Pro Se

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8:11-22793 Maria G Rivera

Chapter 7

#11.00 STATUS CONFERENCE RE: Chapter 7 Case.

Docket 0

Tentative Ruling:

So, what needs to be done in this case, if anything?

Party Information

Debtor(s):

Maria G Rivera

Represented By
Caroline Djang

Trustee(s):

Thomas H Casey (TR)

Pro Se

**United States Bankruptcy Court
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8:14-16707 Desmond E. Thompson

Chapter 7

#12.00 Second and Final Application for Compensation and Reimbursement of Costs
for the period: 11/13/15 to 9/30/2016

LAW OFFICES OF MICHAEL G. SPECTOR, ATTORNEYS FOR THE DEBTOR

\$12,241.00 FEES
\$ 184.00 EXPENSES

Docket 125

Tentative Ruling:

Grant. Appearance is optional.

Party Information

Debtor(s):

Desmond E. Thompson

Represented By
Vicki L Schennum
Michael G Spector

Trustee(s):

Weneta M Kosmala (TR)

Pro Se

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8:15-14935 Chavero Construction, Inc.

Chapter 7

#13.00 Trustee's Final Report And Application For Compensation:

KAREN SUE NAYLOR, CHAPTER 7 TRUSTEE

FRANCHISE TAX BOARD

Docket 62

Tentative Ruling:

Allow as prayed. Appearance is optional.

Party Information

Debtor(s):

Chavero Construction, Inc.

Represented By
Thomas F Nowland

Trustee(s):

Karen S Naylor (TR)

Pro Se

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8:16-12820 Keri R Schryver

Chapter 7

**#14.00 Debtor Keri R. Schryver's Motion For Order Dismissing Her Chapter 7
Bankruptcy Case Pursuant To 11 I.S.C. 707(a)**

Docket 10

Tentative Ruling:

Grant.

Party Information

Debtor(s):

Keri R Schryver

Represented By
Todd B Becker
Todd B Becker

Trustee(s):

Richard A Marshack (TR)

Pro Se

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8:15-13008 Anna's Linens, Inc.

Chapter 7

#15.00 Motion for Authority To: 1. Liquidate Master Life Insurance Policy; 2. Dissolve Deferred Compensation Trust; 3. Close Deferred Compensation Plan; and, Pay Administrative Fees of Trust Trustee and Plan Administrator

Docket 1592

Tentative Ruling:

This is the Trustee's motion to liquidate a Master Life Insurance Policy, dissolve a Deferred Compensation Trust, close a Deferred Compensation Plan and pay administrative fees of the Trust Trustee and Plan Administrator for the expenses and fees in so doing. The Master Policy has been re-titled in the name of the estate and the Trustee believes that its liquidation will result in approximately \$2,367,000 less payments of liquidation costs being realized by the estate. The Trustee estimates that the fees for liquidating the Master Policy will be around \$32,000. The Trustee argues that this liquidation and wind-down is in the best interest of the estate and its creditors because it monetizes estate property for use to satisfy creditor claims, and because Debtor is no longer operating so there is no benefit to maintaining the policy or the related plans. Two employees who contributed to the plan object because they do not want to lose their money, and cite various expectations that their retirement monies would be sacrosanct. Salus has filed a limited objection, asserting that it has a lien over the Master Policy funds, that the liquidation fees should not be paid and that the proceeds should be segregated.

Debtor is not operating and does not have any employees, so it has no need to keep these in effect. Liquidation brings money into the estate for the benefit of creditors. The request to pay the administrative fees of about \$32,000 seems only appropriate. Certainly, even if one accepts Salus' argument that it has a lien (and the court makes no determination) the estate's efforts could be surcharged thereon under § 506(c). These are also fees that are provided for in the relevant agreements entered into by Debtor and should be honored. As the Trustee argues in her reply, if Salus has any sort of lien on these proceeds, it would be more properly on what the estate

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CONT... Anna's Linens, Inc.

Chapter 7

receives net from the liquidation, which should be the proceeds minus the costs of administration. For these multiple reasons there does not seem to be any need to delay the liquidation and any professional fees incurred in the effort will be subject to the ordinary allowance procedures.

The papers are not clear as to whether or not Salus has been paid in full. It may have a lingering claim for attorneys' fees. There might be an unliquidated claim for indemnity. The Trustee argues she is already holding over \$2 million pending resolution of the claims with Salus, so there are already funds being held for the purpose of Salus' potential attorneys' fee claim (but whether these are sufficient is less clear). But the possible other claims have not been quantified and the court is in no position on this record to make any determination whether there is or is not a continuing obligation or lien. The obvious remedy is to segregate the proceeds pending determination of extent and priority of liens.

The objections of the former employees are understandable and even heart wrenching. But as the court understands it, there is no question that the corpus of this "Rabbi Trust" and/or the insurance proceeds intended to fund this trust are not non-estate assets within the meaning of §541(d) but are instead titled in the name of the debtor. That appears to be the Trustee's representation and no one has contradicted that conclusion. Assuming this is correct, this property of the estate must be liquidated. The objecting creditors' situation is very unfortunate, but they are now unsecured creditors of the estate who, at best, have a priority for some of their claim under §507(a)(5).

Grant as clarified above

Party Information

Debtor(s):

Anna's Linens, Inc.

Represented By
David B Golubchik
David B Golubchik
David B Golubchik

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David B Golubchik
David B Golubchik
Lindsey L Smith
Eve H Karasik
John-Patrick M Fritz
Todd M Arnold
Ian Landsberg
Ian Landsberg
Ian Landsberg
Ian Landsberg
Ian Landsberg
Juliet Y Oh
Jeffrey S Kwong
Jeffrey S Kwong
Jeffrey S Kwong
Jeffrey S Kwong

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Jeffrey S Kwong

Trustee(s):

Karen S Naylor (TR)

Represented By
Nanette D Sanders
Brian R Nelson

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8:15-13008 Anna's Linens, Inc.

Chapter 11

#16.00 Motion to Allow Claim Under 503(b)(9) and Payment of Administrative Expense Claim Of Ivie & Associates, Inc
(cont'd from 8-09-16 per order approving stipulation to continue hrg on motion of Ivie & Associates, Inc entered 8-08-16)

Docket 1051

***** VACATED *** REASON: CONTINUED TO DECEMBER 6, 2016 AT 11:00 A.M. PER ORDER APPROVING STIPULATION TO CONTINUE HEARING ENTERED 10/5/16**

Tentative Ruling:

Tentative for 6/28/16:
Continued to August 9, 2016 at 11:00 a.m. per Stip to Continue filed on June 27, 2016.

Party Information

Debtor(s):

Anna's Linens, Inc.

Represented By
David B Golubchik
Lindsey L Smith
Eve H Karasik
John-Patrick M Fritz
Todd M Arnold
Ian Landsberg
Juliet Y Oh

Movant(s):

Ivie & Associates, Inc.

Represented By
Gary B Elmer

**United States Bankruptcy Court
Central District of California
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11:00 AM

8:13-11495 Point Center Financial, Inc.

Chapter 7

#17.00 Chapter 7 Trustee's Motion for Order Pursuant to FRBP 9019 Approving Stipulation Between Chapter 7 Trustee and TAMCO Inc., on Behalf of Members of Point Center Mortgage Fund I, LLC Holding Over 50% of Its Membership Interests

Docket 1441

Tentative Ruling:

This is Trustee's Motion to Approve a Stipulation between Trustee and TAMCO, Inc. ("TAMCO") under FRBP 9019, on behalf of members of Point Center Mortgage Fund I, LLC ("PCMFI"). On February 19, 2013, Point Center Financial, Inc. ("Point Center") filed a chapter 11 petition. The case was converted to chapter 7 on October 28, 2013, with Howard B. Grobstein serving as the Chapter 7 Trustee ("Trustee"). Some background is in order:

A. Facts

Point Center was in the business of providing and servicing real estate-secured loans. Point Center syndicated funds from private investors, who in some instances received a fractionalized interest in a deed of trust. In the event of a loan default, Point Center would initiate foreclosure proceedings on the property. If Point Center successfully purchased the property at foreclosure, an LLC would be formed to hold title to the property, with Point Center appointing itself as manager of the LLC. Consequently, the investors' interests in the deed of trust would then be converted into membership interests in the LLC. PCMFI was one such LLC with Point Center appointed as manager through PCMFI's Operating Agreement.

TAMCO, Inc. was formed by Mr. Gomberg, and either he or it apparently holds a membership interest in PCMFI. Trustee contends that TAMCO has circulated ballots and management change documents, with over 50% of PCMFI interest holders voting in favor of replacing Point Center with TAMCO as manager. Trustee argues that the compromise should be approved for several reasons: (1) the compromise

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Chapter 7

should be approved because the ballots will not have any effect until the automatic stay is modified; (2) Trustee argues that Ninth Circuit case law gives the court broad discretion to approve the compromise, and that approval would avoid expensive and protracted litigation over who is the rightful manager of PCMFI. Although Trustee does acknowledge the Operating Agreement appointing Point Center as manager was not assumed as an executory contract, Trustee argues that Point Center is still manager of PCMFI notwithstanding the deemed rejection.

Mr. Harkey, as a member of PCMFI, objects to Trustee's proposed compromise. According to Mr. Harkey, the failure to assume the Operating Agreement is fatal to Trustee's motion. He argues that the court only has jurisdiction over property of the estate, and Trustee can only exercise powers over property of the estate. Harkey argues that case law dictates that when a contract is rejected, the contract is no longer part of the bankruptcy estate. Because the Operating Agreement was not assumed it was deemed rejected, placing it outside the estate and thus beyond the power of Trustee and the jurisdiction of this court, or so the argument goes. Additionally, Mr. Harkey contends that the compromise cannot be approved because there is no actual 'case or controversy' and because the compromise is not supported by sufficient evidence (Harkey argues that Trustee has not proffered any of the management change documents or ballots in favor of appointing TAMCO as manager).

Trustee first argues there is an actual dispute. When the Operating Agreement was rejected, Trustee breached the contract. Because the members of PCMFI are counterparties to the breached contract, and because they seek to remove Point Center as manager of PCMFI, there are adverse legal interests, and thus there is an actual case or controversy. Second, Trustee contends that the court does have jurisdiction. Trustee cites case law, arguing that courts have held rejection of an executory contract while a breach of contract does not divest the court of jurisdiction to hear matters related to the rejected contract. Third, Trustee argues that there is sufficient evidence because Trustee's declaration is not inadmissible hearsay. Of note, Trustee offers to furnish the ballots should the Court want to review them before granting the proposed

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compromise. Finally, Trustee argues that because even Mr. Harkey does not contend that the proposed compromise is not fair, the motion should be granted. The court will address each of the arguments below:

B. The Court Does Have Jurisdiction

"Section 365 of the Bankruptcy Code provides that a trustee may assume or reject an executory contract or unexpired lease...A rejection of an unexpired lease removes the lease from the bankruptcy estate, and 'constitutes a breach of such contract or lease...While rejection of a lease prevents the debtor from obtaining future benefits of the lease[,]...it does not rescind the lease or defeat any pending claims or defenses that the debtor had in regard to that lease " *First Ave. W. Bldg., LLC v. James (In re Onecast Media)*, 439 F.3d 558, 563 (9th Cir. 2006). Mr. Harkey argues that the failure to assume the Operating Agreement constitutes a rejection and a rejection places an asset outside of the estate. Consequently, he argues, the court and Trustee have no jurisdiction to approve or seek a compromise related to the agreement. But this position is not grounded in prevailing case law and is an over reading of the consequences of rejection, at least as interpreted in the Ninth Circuit.

In *In re Phillips*, 2010 WL 3041968 (Dist. W.D. Wash. July 30, 2010) aff'd 460 Fed. Appx. 636, 637 (9th Cir. 2011) an insurance company issued a disability insurance income policy to the debtor, with debtor to receive payments of \$3,000 per month until he reached 67. Prior to filing his petition, debtor filed a claim with the insurance company to receive his benefits. After the petition was filed, the insurance company filed an adversary proceeding alleging that debtor made misrepresentations in order to obtain the policy. During pendency of the adversary proceeding, the insurance company made payments to the estate while reserving rights to challenge debtor's policy claim. The trustee however, did not assume the insurance policy as an executory contract and it was deemed rejected. The insurance company and the trustee subsequently entered into a settlement agreement, where the insurance company stipulated that the estate would retain the funds already paid. In exchange for the funds, Trustee agreed to release the insurance company from any obligations under the insurance policy. The debtor objected, arguing that the rejection placed the

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policy outside of the bankruptcy's jurisdiction. In rejecting this argument, the *Phillips* court reasoned that the rejection did not sever the Trustee's rights. Rather, because rejection resulted in a breach of contract, the policy remained estate property even though the contract was no longer enforceable against the estate. *Phillips* at * 3 citing *Alert Holdings, Inc. v. Interstate Protective Servs. Inc. (In re Alert Holdings, Inc.)* 148 B.R. 194, 2013 (Bankr. S.D.N.Y. 1992). Accordingly, the trustee "had authority to negotiate a settlement and to seek approval of the compromise by the Bankruptcy Court." *Id.* See also *In re Lockwood*, 2008 WL 943025 at *3-4 (Bankr. N.D.Cal. April 7, 2008)

Similar to *Phillips*, the failure to assume the PCMFI Operating Agreement here resulted in a breach of contract. However, this does not mean that the court no longer has jurisdiction, or that the Trustee can no longer seek approval of the proposed compromise. Mr. Harkey cites to case law from this circuit in support of his position, but his reliance on these cases is unavailing, as these cases all involve real property, and do not discuss the consequences following a rejection of an executory contract. See e.g. *In re Sihabouth*, 2014 WL 2978550 (B.A.P. 9th Cir. 2014); *In re Federal Shopping Way, Inc.*, 717 F.2d 1264 (9th Cir. 1983). While Mr. Harkey does cite some case law outside the Ninth Circuit seemingly in support, (see *Cahaba Forests, LLC v. Hay*, 2012 WL 380126, at 10 (M.D. Ala. 2012)), it is at most only persuasive and not binding authority. Given the *Phillips* and *Lockwood* reasoning, the court is persuaded by the Trustee's argument regarding jurisdiction to seek approval of the proposed compromise.

C. There is a Case or Controversy

"The exercise of judicial power is limited to cases and controversies...The concept of a case or controversy 'implies the existence of present or possible adverse parties whose contentions are submitted to the court for adjudication'...A justiciable controversy is definite, concrete, real, and substantial; it is subject to specific relief...A controversy is not justiciable if it is hypothetical, abstract, academic, or moot. If the relief available would be 'an opinion advising what the law would be upon a hypothetical state of facts,' the controversy is not justiciable." *Campbell v.*

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Wood, 18 F.3d 662, 680 (9th Cir. 1994).

Here, a justiciable case or controversy exists. Trustee is an adverse party because he represents Point Center's estate and under the Operating Agreement, Point Center is the manager of PCMFI. The PCMFI members are adverse to Trustee because they seek to remove Point Center from the position as manager. The court does not agree that because the Operating Agreement is deemed rejected this necessarily means there is nothing to the argument that debtor is nevertheless still manager. Additionally, there is specific relief that the court can grant—that Trustee be clearly and formally removed as manager of PCMFI. TAMCO is acting on behalf of PCMFI members. Considering that Mr. Harkey is also opposing as a PCMFI member, Mr. Harkey's own opposition seemingly undercuts his contention that no case or controversy exists here. Further, no one doubts that by reason of the rejection a question of damages arises. The compromise goes in some measure toward limiting the eventual quantum of damages, a question indisputably of continuing concern to the Trustee and to the estate.

**D. The Factors Weigh In Favor of Granting the Proposed
Compromise**

"In determining the fairness, reasonableness and adequacy of a proposed settlement agreement, the court must consider: (a) The probability of success in the litigation; (b) the difficulties, if any, to be encountered in the matter of collection; (c) the complexity of the litigation involved, and the expense, inconvenience and delay necessarily attending it; (d) the paramount interest of the creditors and a proper deference to their reasonable views in the premises." *In re A & C Properties*, 784 F.2d 1377, 1381 (9th Cir. 1986). "In addition, while creditors' objections to a compromise must be afforded due deference, such objections are not controlling...and while the court must preserve the rights of the creditors, it must also weigh certain factors to determine whether the compromise is in the best interest of the bankrupt estate." *Id.* at 1382. In short, "[t]he law favors compromise and not litigation for its own sake[.]" *Id.* at 1381. Most of the factors favor the compromise:

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Point Center Financial, Inc.

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1. Probability of Success in the Litigation

The probability of success in the litigation seems certain for the most part. Because case law from this circuit states that rejection of an executory contract is a breach, it does not seem that rejection would necessarily mean Point Center is no longer the manager of PCMFI. Assuming votes are properly solicited from PCMFI members pursuant to the Operating Agreement, any claim that the transition in management from Point Center to TAMCO was improper would likely not be successful. However, considering that the policy behind the law is to avoid litigation for its own sake, this factor weighs in favor of approving the proposed compromise.

2. Difficulties to be encountered in the matter of collection

This factor does not appear to be relevant here, as the matter is not over money damages, but is rather over the appointment of a manager of an LLC (although there may be an effect in limiting ultimate damages).

3. The complexity of the litigation involved, and the expense and inconvenience

This factor weighs strongly in favor of approving the proposed compromise. As all parties are well aware, this case has been highly contentious and has involved numerous claims among numerous parties (currently there appears to be fifteen open adversary proceedings). Litigation over yet another matter does not seem to be in the best interest of the estate, as this would incur yet more fees for the estate to shoulder.

4. The interest of the creditors

For similar reasons above, approving the proposed compromise seems to be in the best interest of Point Center creditors. Because significant fees have already been expended in related litigation, it does not seem to make much sense to have yet another litigated matter that will incur more expenses for the estate, which may ultimately prove detrimental to creditors.

In sum, three of the four factors appear to weigh in favor of approving the

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proposed compromise, and the fourth is just irrelevant.

E. Argument Regarding Lack of Evidence

Mr. Harkey raises a brief argument that the Motion should not be approved because there is not sufficient evidence. According to Mr. Harkey, Trustee's declaration is inadmissible hearsay. Trustee responds by arguing that under the Federal Rules of Evidence, his declaration is not hearsay.

Trustee cites *Local 512, Warehouse & Office Workers' Union v. NLRB*, 795 F.2d 705, 713 n.4 (9th Cir. 1986), which in pertinent part states: "The testimony was not hearsay as it was not "offered in evidence to prove the truth of the matter asserted.' The testimony as to the individual ballots was offered solely to prove that such a vote was cast. We are not concerned with the 'truth' of any matter expressed by the individual casting the ballot. The casting of the vote is a verbal act, in which the statement itself has legal effect."

Here, the Trustee in his declaration at item 7 states that "51% of the beneficial interest holders of PCMFPI have executed ballots for replacing PCMFPI's manager with TAMCO..." Because the statement is simply asserting that votes were cast in favor, this arguably does not constitute inadmissible hearsay. However, Trustee did state that he would be willing to provide the ballots should the Court request them, so even if there were insufficient evidence, Trustee appears prepared to address this concern. Whatever infirmity of evidence might exist the court is persuaded that the motion is supported sufficiently for approval.

Grant

Party Information

Debtor(s):

Point Center Financial, Inc.

Represented By

Robert P Goe

Jeffrey S Benice

Carlos F Negrete - INACTIVE -

**United States Bankruptcy Court
Central District of California
Santa Ana
Judge Theodor Albert, Presiding
Courtroom 5B Calendar**

Tuesday, October 11, 2016

Hearing Room 5B

11:00 AM

CONT... Point Center Financial, Inc.

Chapter 7

Trustee(s):

Howard B Grobstein (TR)

Represented By

Rodger M Landau

Roye Zur

Kathy Bazoian Phelps

John P Reitman

Robert G Wilson

Monica Rieder

Jon L Dalberg

Michael G Spector

Peter J Gurfein

United States Bankruptcy Court
Central District of California
Santa Ana
Judge Theodor Albert, Presiding
Courtroom 5B Calendar

Tuesday, October 11, 2016

Hearing Room

5B

11:00 AM

8:13-11495 Point Center Financial, Inc.

Chapter 7

#18.00 Appellants' Motion To Stay Pending Appeal
(cont'd from 9-13-16 per order continuing hrg entered 8-29-16)

Docket 1404

***** VACATED *** REASON: OFF CALENDAR- NOTICE OF
WITHDRAWAL OF MOTION FOR STAY PENDING APPEAL
WITHOUT PREJUDICE FILED 9-10-16**

Tentative Ruling:

- NONE LISTED -

Party Information

Debtor(s):

Point Center Financial, Inc.

Represented By

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Carlos F Negrete - INACTIVE -

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